

UNOFFICIAL COPY

PREPARED BY:

Cooley LLP
11951 Freedom Drive, Suite 1500
Reston, Virginia 20190
Attention: Alanna B. Zuchelli

WHEN RECORDED RETURN TO:

Dupont Fabros Technology, L.P.
1212 New York Avenue NW, Suite 900
Washington, D.C. 20005
Attn: Peter Nohm



Doc#: 1614639254 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/25/2016 01:55 PM Pg: 1 of 6

MAIL TAX STATEMENTS TO:

Dupont Fabros Technology, L.P.
1212 New York Avenue NW, Suite 900
Washington, D.C. 20005
Attn: Brian Zemcik

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RELEASE AND ABROGATION OF EASEMENT AGREEMENT

THIS RELEASE AND ABROGATION OF EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 19th day of May, 2016, by and among TARANTULA VENTURES LLC, a Delaware limited liability company ("Lot 1 Owner") (a grantor and grantee for indexing purposes) and DIPPER VENTURES LLC, a Delaware limited liability company ("Lot 2 Owner") (a grantor and grantee for indexing purposes).

WITNESSETH:

A. WHEREAS, Lot 1 Owner is the owner of a certain parcel of land located in Cook County, Illinois known as Permanent Index Number: 08-34-402-058-0000 and having a street address of 2200 South Busse Road, Elk Grove Village, Illinois ("Lot 1") and Lot 2 Owner is the owner of a certain parcel of land located in Cook County, Illinois known as Permanent Index Number: 08-34-402-051-0000 and having a street address of 1400-1460 Devon Avenue, Elk Grove Village, IL ("Lot 2").

B. WHEREAS, the plat entitled "Four Columns Resubdivision in Elk Grove Village", which plat was recorded in the office of the Recorder of Deeds of Cook County, Illinois on July 30, 1980 as Document No. 25530614, and the plat entitled "Great-West Industrial Subdivision", which plat was recorded on April 27, 1983 as Document No. 26581905, both show a certain Railroad Siding Easement on portions of Lot 1 and Lot 2 (the "Railroad Siding Easement").

CCRD REVIEW *[Signature]*

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C. WHEREAS, Lot 1 Owner and Lot 2 Owner intend to consolidate and adjust certain property lines between Lot 1, Lot 2 and an additional parcel owned by Lot 2 Owner pursuant to a separate consolidation plat.

D. WHEREAS, in connection with the consolidation and property line adjustment and the planned development of certain parcels, it is the desire and intent of Lot 1 Owner and Lot 2 Owner to enter into this Agreement to release, abrogate and terminate the Railroad Siding Easement as described on **Exhibit A** attached hereto and shown on the Easement Abrogation Exhibit attached hereto as **Exhibit B**.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Recitals. The recitals set forth herein constitute an integral part of this Agreement, evidencing the intent of the parties in executing this Agreement, and describing the circumstances surrounding its execution. Accordingly, said recitals are, by express reference, made a part of the covenants hereof, and this Agreement shall be construed in the light thereof.

2. Release and Abrogation of Easement. Lot 1 Owner and Lot 2 Owner both hereby release, extinguish, abrogate, terminate, vacate, waive and disclaim all right, title and interest each owner may have in and to the Railroad Siding Easement described on **Exhibit A** attached hereto and shown on **Exhibit B**. Lot 1 Owner and Lot 2 Owner both hereby agree that any improvements within the released and abrogated Railroad Siding Easement and related to such Railroad Siding Easement (including any railroad tracks) may be removed by either party in their sole and absolute discretion; provided that such right is limited to the portion of the released Railroad Siding Easement on such party's parcel.

3. No Implied Dedication of Easement Parcel; Right to Dedicate. Nothing contained in this Agreement shall be deemed to constitute a dedication of any property, or any portion thereof, to any governmental body or agency or to the general public, it being the intention of the parties that this Agreement shall be limited to the purposes set forth herein.

4. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof, and no party has relied upon any statement, promise or representation not herein expressed.

5. Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

6. Authority. The parties hereto represent and warrant that each party has the appropriate authority to execute and deliver this Agreement.

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IN WITNESS WHEREOF, Lot 1 Owner has caused this Agreement to be executed as of this 19th day of May, 2016.

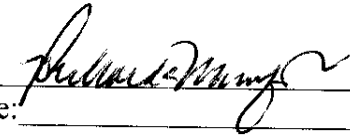
LOT 1 OWNER:

TARANTULA VENTURES LLC,
a Delaware limited liability company

By: **Tarantula Ventures LLC,**
a Delaware limited liability company,
Its Managing Member

By: **DuPont Fabros Technology, L.P.,**
a Maryland limited partnership,
Its Managing Member

By: **DuPont Fabros Technology, Inc.,**
a Maryland corporation,
Its General Partner

By: 
Name: _____
Title: Richard A. Montfort, Jr.

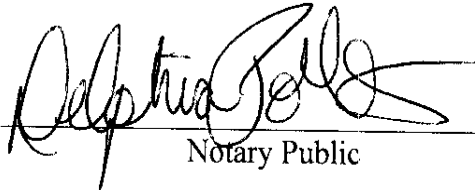
General Counsel & Secretary
DuPont Fabros Technology, Inc.

STATE OF ILLINOIS
COUNTY OF COOK

*District of
) SS: Columbia
)*

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this date personally appeared Richard A. Montfort, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said officer, and that he executed the same as the act of said entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of MAY, 2016.


Notary Public

[Signature page continues.]

DELPHIA PORTER
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 2018

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IN WITNESS WHEREOF, Lot 2 Owner has caused this Agreement to be executed as of this 19th day of May, 2016.

LOT 2 OWNER:

DIPPER VENTURES LLC, a Delaware limited liability company

By: **DuPont Fabros Technology, L.P.**, a Maryland limited partnership, its sole member and manager

By: **DuPont Fabros Technology, Inc.**, a Maryland corporation, its sole General Partner

By: 
Name: _____

Title: Richard A. Montfort, Jr.

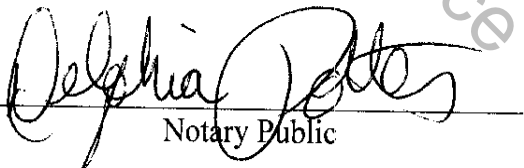
**General Counsel & Secretary
DuPont Fabros Technology, Inc.**

STATE OF ILLINOIS)
COUNTY OF COOK)

) SS: District of Columbia

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this date personally appeared Richard A. Montfort, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said officer, and that he executed the same as the act of said entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of MAY, 2016.


Notary Public

**DELPHIA PORTER
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 2018**

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EXHIBIT A

METES AND BOUNDS DESCRIPTIONS OF THE RAILROAD SIDING EASEMENT

Railroad Siding Easement on Lot 2:

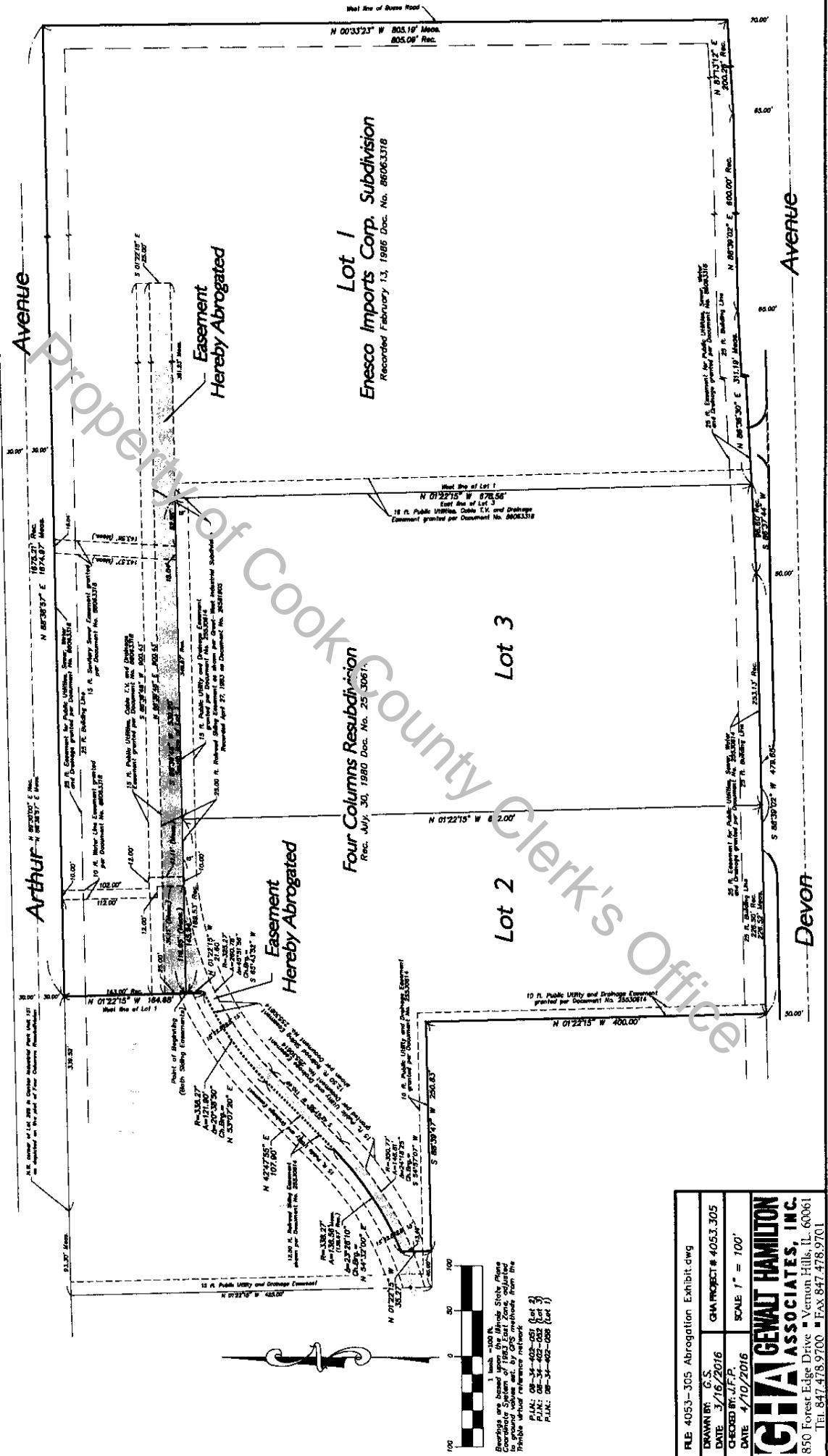
That part of Lot 2 in Four Columns Resubdivision in Elk Grove Village, being a Resubdivision in the Southeast Quarter of Section 34, Township 41 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded July 30, 1980 as Document No. 25530614, in Elk Grove Village, described as follows: beginning at the most Northerly Northwest corner of said Lot 2; thence North $88^{\circ}39'48''$ East along the North line of said Lot 2, 145.94 feet; thence Southwesterly along a curve non-tangent to the last described line being concave Southeasterly having a radius of 325.77 feet and a chord bearing of South $65^{\circ}43'52''$ West a distance of 260.78 feet (253.87 feet chord measure) to a point of tangency; thence South $42^{\circ}47'55''$ West, 110.49 feet to a point of curve; thence Southwesterly along a curve concave Northwesterly having a radius of 350.77 feet and a chord bearing of South $54^{\circ}57'07''$ West a distance of 148.81 feet (147.70 feet chord measure) to the most Westerly line of said Lot 2; (the following five (5) calls being along lines and curves common with said Lot 2) thence North $01^{\circ}22'15''$ West along said last described line 13.48 feet to a corner of said Lot 2; thence Northeasterly along a curve non-tangent to the last described line being concave Northwesterly having a radius of 338.27 feet and a chord bearing of North $54^{\circ}32'00''$ East a distance of 138.56 feet (147.70 feet chord measure) to a point of tangency; thence North $42^{\circ}47'15''$ East, 107.90 feet to a point of curve; thence Northeasterly along a curve concave Southeasterly having a radius of 338.27 feet and a chord bearing of North $53^{\circ}07'20''$ East a distance of 121.90 feet (121.24 feet chord measure) to a corner of said Lot 2; thence North $01^{\circ}22'15''$ West, 21.60 feet to the point of beginning, in Cook County, Illinois.

Railroad Siding Easement on Lot 1:

That part of Lot 1 in Great-West Industrial Subdivision, being a Subdivision in the Southeast Quarter of Section 34, Township 41 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 27, 1983 as Document No. 26584905, described as follows: beginning at the most Northerly Southwest corner of said Lot 1; thence North $01^{\circ}22'15''$ West along the most Westerly line of said Lot 1 a distance of 25.00 feet; thence North $88^{\circ}39'48''$ East, parallel with the most Northerly South line of said Lot 1 a distance of 900.43 feet; thence South $01^{\circ}22'15''$ East, 25.00 feet to the intersection with the Easterly prolongation of said most Northerly South line of said Lot 1; thence South $88^{\circ}39'48''$ West along said last described line a distance of 900.43 feet to the point of beginning, in Cook County, Illinois.

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Easement Abrogation Exhibit



FILE: 4053-305 Abrogation Exhibit.dwg
DRAWN BY: G.S.
DATE: 3/16/2016
CHECKED BY: J.F.A.
DATE: 4/10/2016
SCALE: 1" = 100'
CHA GEWALT HAMILTON ASSOCIATES, INC.
850 Forest Edge Drive • Vernon Hills, IL 60061
Tel: 847.478.9700 • Fax: 847.478.9701