



Doc# 1820117034 Fee \$86.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/20/2018 01:35 PM PG: 1 OF 22

PREPARED BY, RECORDING REQUESTED  
BY AND WHEN RECORDED MAIL TO:

Mayer Brown LLP  
700 Main Street, Suite 3400  
Houston, Texas 77002  
Attn: Douglas S. Paradis

[Space Above This Line For Recorder's Use]

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 15<sup>th</sup> day of June, 2018, by and between the **VILLAGE OF FRANKLIN PARK**, an Illinois municipal corporation ("Grantor"), and **DIGITAL GRAND AVENUE, LLC**, a Delaware limited liability company ("Digital-1"), and **DIGITAL GRAND AVENUE 2, LLC**, a Delaware limited liability company ("Digital-2") and collectively with Digital-1, the "Grantees").

**RECITALS**

WHEREAS, Digital-1 is the owner of that certain real property situated in the Village of Franklin Park, County of Cook, State of Illinois, containing approximately 21.009 acres and which is more particular described on **Exhibit A** attached hereto (the "Digital-1 Parcel"); and

WHEREAS, Digital-2 is the owner of that certain real property situated in the Village of Franklin Park, County of Cook, State of Illinois, containing approximately 18.6 acres and which is more particularly described on **Exhibit B** attached hereto (the "Digital-2 Parcel") and collectively with the Digital-1 Parcel, the "Grantee Parcels"); and

WHEREAS, Grantor is the owner of two (2) tracts of land totaling approximately 10,381 square feet of the Martens Street right-of-way being south of Grand Avenue in the Village of Franklin Park, County of Cook, State of Illinois and identified individually as follows: (i) approximately 5,000 square feet of the Marten Street right-of-way, which parcel is more particularly described on **Exhibit C-1** attached hereto ("Easement 1"); and (ii) approximately 5,381 square feet of the Marten Street right-of-way, which parcel is more particularly described on **Exhibit C-2** attached hereto ("Easement 2") (Easement 1 and Easement 2 are collectively referred to herein as, the "Village Parcels"), and which Village Parcels are depicted on **Exhibit D** attached hereto; and

WHEREAS, Grantor wishes to grant and establish certain easements on, over under, through and across the Village Parcels for the benefit of Grantees for the purpose of the construction, installation, replacement, repair and maintenance of electrical utility facilities and fiber optic telecommunication transmission lines as more particularly set forth herein and upon the terms and conditions hereinafter set forth.

COMMONWEALTH LAND TITLE 022672030  
022672031

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NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Grantees hereto to Grantor at and for the sealing and delivery of these presents, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantees, intending to be legally bound, do hereby covenant and agree as follows:

## **GRANT AND AGREEMENT**

### **Section 1 - EASEMENTS**

**1.1 Grant of Easement.** Grantor hereby grants, conveys, declares and establishes, for the benefit of, and appurtenant to, the Grantee Parcels, a non-exclusive, perpetual easement (the "Utility Easement") for the purpose of the construction, installation, inspection, replacement, repair and maintenance of electrical utility facilities and fiber optic telecommunication transmission lines, and all appurtenances related thereto (the "Utilities") on, over, under, through and across the Village Parcels. The Utility Easement shall be used and enjoyed in such manner so as not to unreasonably interfere with, obstruct or delay the public right-of-way existing on the Village Parcels. Grantees shall have the right to temporarily close or restrict access to the Village Parcels (i) during the initial construction or installation of the Utilities, or (ii) during the minimum period necessary to conduct inspection, maintenance, replacement or repair of the Utilities. Grantees shall use commercially reasonable efforts to minimize the duration of any closing or restriction of the Village Parcels in connection with the initial construction or installation of the Utilities.

**1.2 Construction.** Grantees shall be responsible for constructing the Utilities, in a first class manner, free of all liens and in compliance with all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations. Before beginning any such construction, Grantees shall submit reasonably detailed plans for such work (the "Work Plans") to Grantor for its approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that if Grantor does not respond to Grantees' request for approval of the Work Plans within two (2) weeks after Grantor's receipt of such Work Plans and Grantees' request for approval thereof, then the Work Plans shall be deemed to have been approved by Grantor. Grantees shall also obtain and maintain at all times any and all required permits and approvals for construction of the Utilities from the applicable governmental authorities and utility companies. The approved plans for the Utilities shall not be modified, altered, relocated or otherwise changed in any material respect by Grantees, without the prior written consent of Grantor after submission of plans and specifications for the proposed modification, alteration, relocation or change (the "Modified Work Plans"), which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if Grantor does not respond to Grantees' request for approval of any Modified Work Plans within two (2) weeks after Grantor's receipt of such Modified Work Plans and Grantees' request for approval thereof, then the Modified Work Plans shall be deemed to have been approved by Grantor.

**1.3 Maintenance of Utilities.** Grantees shall maintain the Utilities in good order and repair and in compliance with all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations existing from time to time. All work on the Village Parcels in connection with the Utilities shall be performed so as to interfere as little as

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practicable with the operations on the Village Parcels. Grantees shall cause their contractors to limit their operations to the portion of the Village Parcels which are being worked on and the areas immediately adjacent thereto.

**1.4 Emergency Repairs.** In the event of a bona fide emergency requiring maintenance or repair of the Utilities (“Emergency Repairs”), Grantees shall have a period of not less than forty-eight (48) hours (the “Grantee Repair Period”) in which to perform such Emergency Repairs, or to commence such Emergency Repairs, so long as Grantees diligently continue such Emergency Repairs until completed, in the event such Emergency Repairs require more than forty-eight (48) hours to complete. If Grantees fail to complete such Emergency Repairs within the Grantee Repair Period, or fail to diligently continue such Emergency Repairs until completed in the event such Emergency Repairs require more than forty-eight (48) hours to complete, then the Grantor may perform such Emergency Repairs, provided that prior to commencing any such Emergency Repairs Grantor provides Grantees with telephonic notice of its intent to commence the same and its reasonable estimate of the time for and cost of such Emergency Repairs. The contents of such telephonic notice shall be reduced to writing within three (3) days thereafter and shall be delivered to Grantees as required by Paragraph 3.1 below. Grantees shall reimburse Grantor for any reasonable costs actually incurred by Grantor in relation to any such Emergency Repairs performed by Grantor within thirty (30) days of receipt of an invoice evidencing such reasonable costs.

**1.5 Restoration of Village Parcels.** Upon completion of any work under Paragraphs 1.2, 1.3 and 1.4 above, or following termination of this Agreement, Grantees promptly shall restore any portion of the Village Parcels affected by such construction, maintenance or repair to substantially the same condition that existed prior to such work.

**1.6 Temporary Easement for Construction and Maintenance Purposes.** Grantor hereby grants, conveys, declares and establishes, for the benefit of, and appurtenant to, the Grantee Parcels, a non-exclusive temporary easement over any portions of the Village Parcels as are reasonably necessary for Grantees to perform all work required to construct, install, inspect, replace, repair and maintain the Utilities. This temporary easement set forth in the preceding sentence shall be in force only during such times as Grantees are engaged in such construction, installation, inspection, replacement, repair or maintenance work, as described in Paragraphs 1.2, 1.3, 1.4 and 1.5 above. Prior to commencing any such work, Grantees shall provide Grantor telephonic notice not less than two (2) business days before entering on to the Village Parcels. Grantees shall have the right to temporarily close or restrict access to the Village Parcels (i) during the initial construction or installation of the Utilities, or (ii) during the minimum period necessary to conduct inspection, maintenance, replacement or repair of the Utilities. Grantees shall use commercially reasonable efforts to minimize the duration of any closing or restriction of the Village Parcels in connection with any maintenance, replacement or repair of the Utilities.

**1.7 Insurance.** Grantees shall at all times provide and maintain with a reputable insurance company licensed to issue policies in the state of Illinois comprehensive general liability insurance in a commercially reasonable amount (but not less than \$2,000,000 per occurrence, \$5,000,000 aggregate and \$2,000,000 for property damage) covering all activities of Grantees on or with respect to their use and enjoyment of the Utility Easement (which coverage shall be primary). Grantor shall be named as an additional insured upon Grantees’ policies of

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insurance. Grantees shall provide evidence of such insurance upon the reasonable request of Grantor. The minimum coverage limits set forth above shall be subject to upward adjustment from time to time at the request of Grantor (but not more frequently than once every five (5) years), such adjustment to reflect the percentage increase in the CPI-U (Chicago-Gary-Kenosha) as published by the U.S. Bureau of Labor Statistics (or if unavailable such other commonly accepted measure of cost of living as reasonably determined by the Grantor) since the last date of adjustment. The insurance requirements set forth in this Paragraph 1.7 shall in no way limit or be used to offset against Grantees' indemnification obligations under this Agreement.

**1.8 Indemnity.** Grantees shall indemnify, defend and hold Grantor harmless from any third-party claim, loss, cost, reasonable attorney's fees, expenses or damage, arising from any claim of bodily injury, damage to tangible property, or liens to the extent arising from (i) any construction, use, or other activity that Grantees undertake on the Village Parcels, or (ii) Grantees' failure to comply with any of the terms, covenants and conditions contained in this Agreement, except to the extent caused by Grantor's negligence or willful misconduct. The rights and obligations under this Paragraph 1.8 shall survive the termination or expiration of this Agreement with respect to any and all facts, events or circumstances occurring or arising prior to such expiration or termination. Grantees acknowledge and agree that obligations under this Paragraph 1.8 are in addition to any other obligations under this Agreement.

## Section 2 - EFFECT OF INSTRUMENT

**2.1 Non-Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the Grantor and its successors-in-title that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors-in-title, any rights or remedies or by reason of this Agreement.

**2.2 Covenants Running With the Land.** The easements hereby granted, and the agreements herein contained, shall be appurtenant to the Grantee Parcels and shall burden the Village Parcels, and shall be binding on and inure to the benefit of the owners of the Village Parcels and the Grantee Parcels, their heirs, successors and assigns, and successors-in-title. Notwithstanding the foregoing, the parties hereto shall be responsible for the obligations, duties and responsibilities as set forth in this Agreement only for the period of time during which such party holds fee simple title to its respective parcel, or portion thereof or until the termination of this Agreement. Upon conveyance of such parcel or portion thereof, the party making such conveyance shall be relieved from obligations, duties and responsibilities hereunder arising from and after the date of such conveyance as to such parcel or portion thereof conveyed, and the successor owner shall become obligated hereunder for all matters arising from and after the date of conveyance during such successor owner's ownership of the parcel or portion thereof.

## Section 3 - NOTICES

**3.1 Notices.** All notices under this Agreement shall be in writing, shall be served on the parties at the addresses set forth below, and shall be deemed to have been properly given or served if (i) personally delivered, in which case notice shall be deemed delivered upon delivery,

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(ii) transmitted by postage prepaid, certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after the date of deposit in the United States Mail, (iii) transmitted by reliable commercial courier, in which case notice shall be deemed delivered upon delivery, (iv) transmitted by overnight express mail service, in which case notice shall be deemed delivered one (1) Business Day after deposit with such courier, or (iv) sent by electronic mail, or e-mail, in which case notice shall be deemed delivered upon delivery, provided that such delivery is followed by delivery of such notice in accordance with (iv) above within one (1) Business Day of the date of the electronic mail, or e-mail notice.

If to Grantor:

Village of Franklin Park  
 9500 W. Belmont Avenue  
 Franklin Park, Illinois 60131  
 Attention: Mayor  
 Email: [bpederson@vofp.com](mailto:bpederson@vofp.com)  
 Phone: 847-671-4800

With a copy to:

Montana & Welch, LLC  
 11950 S. Harlem Avenue, Suite 102  
 Palos Heights, Illinois 60463  
 Attention: Matthew M. Welch  
 Email: [mwelch@montanawelch.com](mailto:mwelch@montanawelch.com)  
 Phone: 708-448-7005

If to Digital-1:

Digital Grand Avenue,  
 c/o Digital Realty Trust  
 4 Embarcadero Ctr., Suite 3200  
 San Francisco, California 94111  
 Attention: Edward Pendarvis, Director, Acquisitions and Investments  
 Email: [ependarvis@digitalrealty.com](mailto:ependarvis@digitalrealty.com)  
 Phone: 415-848-9322

With a copy to:

Digital Grand Avenue, LLC  
 c/o Digital Realty Trust  
 365 Main Street, 4<sup>th</sup> Floor  
 San Francisco, California 94111  
 Attn: Crystal Delany, Senior Asset Manager, Portfolio Management Group  
 Email: [cdelany@digitalrealty.com](mailto:cdelany@digitalrealty.com)  
 Phone: (415) 848-9287

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If to Digital-2:

Digital Grand Avenue 2, LLC,  
 c/o Digital Realty Trust  
 4 Embarcadero Ctr., Suite 3200  
 San Francisco, California 94111  
 Attention: Edward Pendarvis, Director, Acquisitions and Investments  
 Email: [ependarvis@digitalrealty.com](mailto:ependarvis@digitalrealty.com)  
 Phone: 415-848-9322

With a copy to:

Digital Grand Avenue, LLC  
 c/o Digital Realty Trust  
 365 Main Street, 4<sup>th</sup> Floor  
 San Francisco, California 94111  
 Attn: Crystal Delany, Senior Asset Manager, Portfolio Management Group  
 Email: [cdelany@digitalrealty.com](mailto:cdelany@digitalrealty.com)  
 Phone: (415) 848-9287

Any notice shall be deemed to have been given on (x) the date of receipt if delivered personally or (y) the day it shall have been posted or transmitted by mail or commercial courier or express mail service. The time period for any response to a notice or action in connection therewith shall not commence to run, however, until actual receipt or rejection or inability to deliver such notice. Each party shall have the right to change its address(s) by giving to the other party at least ten (10) days' notice thereof.

## Section 4 - MISCELLANEOUS

**4.1** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be to any extent held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision to any such persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**4.2** This Agreement shall be construed in accordance with the laws of the State of Illinois.

**4.3** The Section/Paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

**4.4** Nothing in this Agreement shall be construed to make any of the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other party.

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**4.5** This Agreement shall be deemed to include all exhibits attached hereto, which exhibits are incorporated herein by reference.

**4.6** The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the parties hereto, their successors, assigns and successors-in-title, in a written instrument duly executed, delivered and recorded.

**4.7** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

**4.8** Neither the failure of either party to exercise and power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**4.9.** Grantor and Grantees agree to execute all such other further documents and agreements as may be reasonably requested by the other party from time to time, in order to carry out the intent of this Agreement and to confer the benefits intended to be bestowed by this Agreement. This provision shall survive the recordation of this Agreement.

**4.10** This Agreement contains the entire agreement of the parties hereto with respect to the easements contained herein, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

**4.11** Time shall be of the essence of this Agreement and each and every term and condition thereof.

**4.12 Injunctive Relief.** In the event of any violation or threatened violation by either party of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, or available at law or in equity, the non-defaulting party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

**4.13 Self-Help Remedies.** In addition to all other remedies available in law or in equity, upon the failure of any party (a "Defaulting Party") to perform any of its obligations under this Agreement within ten (10) days following written notice thereof by any other party (a "Non-Defaulting Party") (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 10-day period, the Defaulting Party shall commence to cure such breach within such 10-day period, and thereafter diligently prosecute such cure to completion), the Non-Defaulting Party shall have the right to perform such obligation on behalf of the Defaulting Party and to be reimbursed by such Defaulting Party upon demand for the reasonable costs thereof. If any Defaulting Party fails to pay any amount owed to any Non-Defaulting Party pursuant to this Paragraph 4.13 within thirty (30) days of its receipt of notice of a demand therefore, such amount shall be secured by a lien upon the Defaulting Party's parcel, effective upon the recording thereof in the office of the Recorder of Deeds, Cook County, Illinois, which lien may be foreclosed upon in the same manner as provided for enforcement of mechanics liens or liens securing mortgage indebtedness; provided, however that the liens arising under this Paragraph 4.13 shall be subject and subordinate in all respects to the lien and

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effect of any first priority mortgage or deed of trust encumbering the affected parcel which is recorded prior to the recordation of the statement of lien arising hereunder.

*[Signature pages follow.]*

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

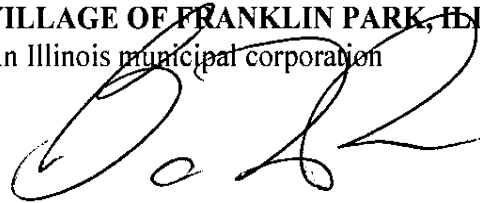
COOK COUNTY  
RECORDER OF DEEDS



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IN WITNESS WHEREOF, Grantor and Grantees have caused this Agreement to be executed as of the day and year first above written.

VILLAGE OF FRANKLIN PARK, ILLINOIS,  
An Illinois municipal corporation



Barrett F. Pedersen  
Village President

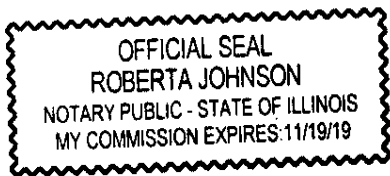
ATTEST:

  
Irene Avitia  
Village Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

On this 15<sup>th</sup> day of June, 2018, before me personally appeared Barrett F. Pedersen, personally known, who being by me duly sworn did say that he is the Village President of the Village of Franklin Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.



  
Notary Public

Printed Name: ROBERTA JOHNSON

My commission expires: 11/19/2019

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IN WITNESS WHEREOF, Grantor and Grantees have caused this Agreement to be executed as of the day and year first above written.

**DIGITAL GRAND AVENUE, LLC,**  
a Delaware limited liability company

By: Digital Realty Trust, L.P.,  
a Maryland limited partnership,  
its member

By: Digital Realty Trust, Inc.,  
a Maryland corporation,  
its general partner

By: Rafal Rak  
Name: RAFAL RAK  
Title: VP OF PORTFOLIO MGMT

Property of Cook County Clerk's Office

STATE OF ILLINOIS    )  
                                      ) ss.  
COUNTY OF COOK    )

On this 12<sup>th</sup> day of June, 2018, before me, personally appeared Rafal Rak, personally known, who being by me duly sworn did say that he is the Vice President of Digital Realty Trust, Inc., a Maryland corporation, the general partner of Digital Realty Trust, L.P., a Maryland limited partnership, the member of Digital Grand Avenue, LLC, a Delaware limited liability company, that said instrument was signed on behalf of said limited liability company, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.



Karen Bellendir  
Notary Public  
Printed Name: Karen Bellendir

My commission expires: 12-22-20

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IN WITNESS WHEREOF, Grantor and Grantees have caused this Agreement to be executed as of the day and year first above written.

**DIGITAL GRAND AVENUE 2, LLC,**  
a Delaware limited liability company

By: Digital Realty Trust, L.P.,  
a Maryland limited partnership,  
its member

By: Digital Realty Trust, Inc.,  
a Maryland corporation,  
its general partner

By: Rafal Rak  
Name: RAFAL RAK  
Title: VP OF PORTFOLIO MGMT

STATE OF ILLINOIS )  
) ss.  
COUNTY OF COOK )

On this 12<sup>th</sup> day of June, 2018, before me, personally appeared Rafal Rak, personally known, who being by me duly sworn did say that he is the Vice President of Digital Realty Trust, Inc., a Maryland corporation, the general partner of Digital Realty Trust, L.P., a Maryland limited partnership, the member of Digital Grand Avenue 2, LLC, a Delaware limited liability company, that said instrument was signed on behalf of said limited liability company, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.



Karen Bellendir  
Notary Public

Printed Name: Karen Bellendir

My commission expires: 12-22-20

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## EXHIBIT A

### Legal Description of Digital-1 Parcel

#### PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 1/2 OF THE SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 43 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE THEREOF 100.00 FEET TO A POINT ON THE EAST LINE OF THE INDIANA HARBOR BELT RAILWAY COMPANY PROPERTY; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF SAID RAILWAY COMPANY A DISTANCE OF 963.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF SAID RAILWAY COMPANY A DISTANCE OF 1520.14 FEET TO THE ORIGINAL SOUTHERLY LINE OF GRAND AVENUE, AS DEDICATED UNDER DOCUMENT NUMBER 9369077; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID GRAND AVENUE, WHICH IS THE ARC OF A CIRCLE HAVING A RADIUS OF 9582.3 FEET, A DISTANCE OF 405.02 FEET TO A POINT 503.00 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 00 MINUTES 20 SECONDS EAST ALONG A LINE 503.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 719.64 FEET TO A POINT IN THE NORTH FACE OF A CONCRETE BLOCK AND BRICK WALL OF AN EXISTING ONE STORY BRICK BUILDING; THENCE SOUTH 89 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE OF WALL 157.48 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 20 SECONDS EAST A DISTANCE OF 360.15 FEET; THENCE SOUTH 56 DEGREES 19 MINUTES 40 SECONDS WEST A DISTANCE OF 72.00 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHWESTERLY ALONG SAID CURVE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 409.02 FEET, A DISTANCE OF 184.63 FEET; THENCE SOUTH 26 DEGREES 29 MINUTES 43 SECONDS WEST A DISTANCE OF 35.67 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHWESTERLY ALONG SAID CURVE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 400.00 FEET, A DISTANCE OF 152.78 FEET; THENCE SOUTH 04 DEGREES 36 MINUTES 40 SECONDS WEST ALONG A LINE THAT IS TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 48.37 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1,681 FEET NORTH OF THE SOUTH LINE AND 533 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, AFORESAID; THENCE EAST ON A LINE PARALLEL TO THE SOUTH LINE OF SECTION 27, AFORESAID, 528.81 FEET TO THE SOUTHWESTERLY LINE OF

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THE 66 FOOT RIGHT OF WAY OF WISCONSIN CENTRAL RAILROAD; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE, 799.51 FEET TO THE CENTER LINE OF GRAND AVENUE; THENCE NORTHWESTERLY ALONG CENTER LINE OF GRAND AVENUE, 343.76 FEET TO THE INTERSECTION WITH A LINE PARALLEL TO AND 533 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, AFORESAID, AND THENCE SOUTH 796 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING TRACT OF LAND: THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (NOTE: THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 IS ASSUMED AS DUE NORTH) BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE 66 FOOT RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY COMPANY AND A LINE THAT IS 1,681 FEET DUE NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES, 57 MINUTES WEST, A DISTANCE OF 46920 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE CONTINUING NORTH 89 DEGREES, 57 MINUTES WEST IN AFORESAID LINE, A DISTANCE OF 59.61 FEET TO A POINT IN A LINE THAT IS 533 FEET DUE EAST AND PARALLEL WITH THE AFORESAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4; THENCE DUE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 108 FEET TO A POINT; THENCE SOUTH 28 DEGREES, 53 MINUTES EAST, A DISTANCE OF 123.41 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (NOTE: THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 IS ASSUMED AS DUE NORTH BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE 66 FOOT RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY COMPANY AND A LINE THAT IS 1,681 FEET DUE NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES, 57 MINUTES WEST ALONG SAID PARALLEL LINE, 522.91 FEET TO A POINT ON A LINE THAT IS 533 FEET DUE EAST OF AND PARALLEL WITH THE AFORESAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4; THENCE DUE NORTH ALONG SAID PARALLEL LINE 45.91 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES WEST ALONG THE NORTH FACE OF A CONCRETE BLOCK AND BRICK WALL OF AN EXISTING ONE STORY BRICK BUILDING AND ITS EXTENSION EAST AND WEST, 187.48 FEET; THENCE DUE SOUTH, 362 FEET; THENCE NORTH 70 DEGREES, 33 MINUTES EAST, IN A LINE, A DISTANCE OF 76.00 FEET TO ITS INTERSECTION WITH A CURVED LINE ; THENCE NORTHEASTERLY ALONG SAID CURVED LINE, CONVEX TO THE NORTH, HAVING A RADIUS OF 301.94 FEET, A DISTANCE OF 120.59 FEET; THENCE NORTH 89 DEGREES, 52 MINUTES EAST ALONG A LINE THAT IS TANGENT TO THE LAST MENTIONED CURVE, 590.83 FEET TO A POINT IN THE AFORESAID WESTERLY LINE OF RAILROAD; THENCE NORTH 13 DEGREES, 27 MINUTES WEST ALONG SAID LINE, 273.58 FEET TO THE POINT OF

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BEGINNING; EXCEPTING THEREFROM THE FOLLOWING TRACT OF LAND: THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (NOTE: THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 IS ASSUMED AS DUE NORTH) BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE 66 FOOT RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY COMPANY AND A LINE THAT IS 1,681.0 FEET DUE NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES, 57 MINUTES WEST, A DISTANCE OF 469.20 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE DUE SOUTH, A DISTANCE OF 267.73 FEET TO A POINT IN A LINE THAT BEARS NORTH 89 DEGREES, 52 MINUTES EAST AND INTERSECTS SAID WESTERLY LINE OF RAILROAD AT A POINT THAT IS 273.58 FEET SOUTHEAST OF THE ABOVE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 52 MINUTES WEST, A DISTANCE OF 30.0 FEET TO A POINT; THENCE DUE NORTH, A DISTANCE OF 259.92 FEET TO A POINT; THENCE NORTH 28 DEGREES, 52 SECONDS WEST, A DISTANCE OF 9.04 FEET TO A POINT IN THE AFORESAID PARALLEL LINE WHOSE BEARING IS NORTH 89 DEGREES, 57 MINUTES WEST; THENCE SOUTH 89 DEGREES, 57 MINUTES EAST IN AFORESAID PARALLEL LINE, A DISTANCE OF 34.28 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (NOTE: THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 IS ASSUMED AS "DUE NORTH") BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE 66 FOOT RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY COMPANY AND A LINE THAT IS 1681.0 FEET DUE NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 57 MINUTES WEST A DISTANCE OF 469.20 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE DUE SOUTH A DISTANCE OF 267.73 FEET TO A POINT IN A LINE THAT BEARS NORTH 89 DEGREES 52 MINUTES EAST AND INTERSECTS SAID WESTERLY LINE OF RAILROAD AT A POINT THAT IS 273.58 FEET SOUTHEAST OF THE ABOVE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES WEST A DISTANCE OF 30 FEET TO A POINT; THENCE DUE NORTH A DISTANCE OF 259.92 FEET TO A POINT; THENCE NORTH 28 DEGREES 52 SECONDS WEST A DISTANCE OF 9.04 FEET TO A POINT IN THE AFORESAID PARALLEL LINE WHOSE BEARING IS NORTH 89 DEGREES 57 MINUTES WEST; THENCE SOUTH 89 DEGREES 57 MINUTES EAST IN AFORESAID PARALLEL LINE A DISTANCE OF 34.28 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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## PARCEL 5:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (NOTE: THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 IS ASSUMED AS "DUE NORTH") BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE 66 FOOT RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY COMPANY AND A LINE THAT IS 1681.0 FEET DUE NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 57 MINUTES WEST A DISTANCE OF 469.20 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE CONTINUING NORTH 89 DEGREES 57 MINUTES WEST IN AFORESAID LINE A DISTANCE OF 59.61 FEET TO A POINT IN A LINE THAT IS 533 FEET DUE EAST AND PARALLEL WITH THE AFORESAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4; THENCE DUE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 108.0 FEET TO A POINT; THENCE SOUTH 28 DEGREES 53 MINUTES EAST A DISTANCE OF 123.41 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (NOTE: THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 IS ASSUMED AS "DUE NORTH") BEGINNING AT A POINT IN THE SOUTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4, 100 FEET EAST OF THE SOUTHWEST CORNER THEREOF (SAID POINT BEING IN THE EAST LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY); THENCE SOUTH 89 DEGREES 57 MINUTES EAST ALONG SAID SOUTH LINE 1363.83 FEET TO THE WESTERLY LINE OF THE WISCONSIN CENTRAL RAILROAD COMPANY; THENCE NORTH 13 DEGREES 27 MINUTES WEST ALONG SAID LINE 1725.40 FEET TO A POINT IN A LINE THAT IS 1681.0 FEET NORTH OF THE SAID SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 57 MINUTES WEST ALONG SAID LINE 528.81 FEET TO A POINT IN A LINE THAT IS 533.0 FEET DUE EAST OF THE SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4; THENCE DUE NORTH ALONG SAID LINE FOR 45.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ON SAID LINE 713.74 FEET TO A POINT IN THE ORIGINAL SOUTHERLY LINE OF GRAND AVENUE; THENCE NORTH 83 DEGREES 45 MINUTES WEST ALONG SAID LINE, 30.18 FEET TO A POINT IN A LINE THAT IS 503.0 FEET DUE EAST OF THE SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4; THENCE DUE SOUTH ALONG SAID PARALLEL LINE 717.21 FEET TO A POINT IN THE NORTH FACE OF A CONCRETE BLOCK AND BRICK WALL OF AN EXISTING 1-STORY BRICK BUILDING; THENCE EAST 30.0 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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## PARCEL 7:

EASEMENT FOR UTILITY LINE PURPOSES FOR THE BENEFIT OF PARCELS 3 AND 4 CREATED IN THE EASEMENT AGREEMENT MADE JANUARY 18, 1993 BY AND BETWEEN JOSLYN MANUFACTURING COMPANY AND MATSUSHITA ELECTRIC CORPORATION OF AMERICA, A DELAWARE CORPORATION, RECORDED MARCH 31, 1993 AS DOCUMENT 93237077 AS DEFINED THEREIN.

EXCEPT THAT PART OF THE ABOVE DESCRIBED PARCELS 1, 2, 3 AND 6 TAKEN FOR CONDEMNATION BY CASE NUMBER 03 L 051123 FILED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, (FINAL JUDGMENT ORDER RECORDED JUNE 14, 2004 AS DOCUMENT NO. 0416631095) DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE ON AN ASSUMED BEARING SOUTH 88 DEGREES 29 MINUTES 20 SECONDS EAST ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER 1414.87 FEET TO THE EAST LINE OF THE WEST 100 FEET OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 13 MINUTES 42 SECONDS EAST ON SAID EAST LINE 2483.29 FEET TO THE SOUTH RIGHT-OF-WAY OF GRAND AVENUE ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1926 AS DOCUMENT NUMBER 9369077, SAID POINT BEING THE POINT OF BEGINNING; THENCE EASTERLY 435.12 FEET ON SAID SOUTH RIGHT-OF-WAY BEING A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 9582.30 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 83 DEGREES 10 MINUTES 10 SECONDS EAST, 435.08 FEET TO THE EAST LINE OF THE WEST 533 FEET OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 13 MINUTES 42 SECONDS EAST ON SAID EAST LINE 33.09 FEET TO THE CENTERLINE OF SAID GRAND AVENUE; THENCE EASTERLY 343.14 FEET ON SAID CENTERLINE BEING A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 9549.30 FEET THE CHORD OF SAID CURVE BEARS SOUTH 85 DEGREES 29 MINUTES 05 SECONDS EAST, 343.12 FEET TO THE WESTERLY LINE OF THE 66 FOOT RIGHT-OF-WAY OF THE CANADIAN NATIONAL RAILWAY; THENCE SOUTH 12 DEGREES 00 MINUTES 33 SECONDS EAST ON SAID WESTERLY LINE 1073.10 FEET TO THE SOUTH LINE OF THE PREMISES OF MATSUSHITA ELECTRIC CORPORATION OF AMERICA; THENCE NORTH 88 DEGREES 35 MINUTES 58 SECONDS WEST ON SAID SOUTH LINE 174.22 FEET; THENCE NORTHEASTERLY 365.27 FEET ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 637.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 11 DEGREES 16 MINUTES 07 SECONDS EAST, 360.29 FEET; THENCE NORTH 07 DEGREES 22 MINUTES 06 SECONDS WEST, 156.35 FEET; THENCE NORTH 12 DEGREES 00 MINUTES 01 SECONDS WEST, 505.64; THENCE NORTH 68 DEGREES 02 MINUTES 28 SECONDS WEST, 298.02 FEET; THENCE WESTERLY 253.06 FEET ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2886.72 FEET, THE CHORD OF SAID CURVE BEARS NORTH 86 DEGREES 54 MINUTES 10 SECONDS WEST, 252.98 FEET; THENCE WESTERLY 222.12 FEET ON A



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CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2906.37 FEET, THE CHORD OF SAID CURVE BEARS NORTH 80 DEGREES 51 MINUTES 33 SECONDS WEST, 222.06 FEET TO THE EAST LINE OF THE WEST 100 FEET OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 13 MINUTES 42 SECONDS EAST ON SAID EAST LINE 28.91 FEET TO THE POINT OF BEGINNING.

9333, 9355 & 9377 West Grand Avenue, Franklin Park, Illinois

- 12-27-302-005-0000
- 12-27-302-007-0000
- 12-27-302-008-0000
- 12-27-302-013-0000
- 12-27-302-014-0000
- 12-27-302-015-0000

COOK COUNTY  
RECORDER OF DEEDS

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## EXHIBIT B

### Legal Description of Digital-2 Parcel

LOT 1 OF PHASE II OF DIGITAL REALTY FRANKLIN PARK CAMPUS SUBDIVISION RECORDED ON MARCH 22, 2017 AS DOCUMENT NUMBER 1708116051 OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27 TOWNSHIP 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

9401 Grand Avenue, Franklin Park, Illinois – 12-27-300-051-0000

2721 Edgington, Franklin Park, Illinois – 12-27-300-052-0000

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## EXHIBIT C-1

### Legal Description of Easement 1

THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST NORTHEAST CORNER OF LOT 1 IN THE FINAL PLAT OF SUBDIVISION OF LOT 1 OF PHASE II OF DIGITAL REALTY FRANKLIN PARK CAMPUS RECORDED AS DOCUMENT NUMBER 1708116051; THENCE SOUTH 01 DEGREE 56 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 58.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 66 DEGREES 23 MINUTES 29 SECONDS EAST, 107.61 FEET TO A LINE PARALLEL WITH AND 100 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE WEST  $\frac{1}{2}$  OF SAID SOUTHWEST  $\frac{1}{4}$  OF SECTION 27; THENCE SOUTH 01 DEGREE 56 MINUTES 03 SECONDS EAST, ALONG SAID PARALLEL LINE, 53.80 FEET, THENCE SOUTH 66 DEGREES 23 MINUTES 29 SECONDS WEST, 107.61 FEET TO EAST LINE OF SAID LOT 1; THENCE NORTH 01 DEGREE 56 MINUTES 03 SECONDS WEST, ALONG SAID EAST LINE, 53.80 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Portion of Martens Street right-of-way, Franklin Park, Illinois  
Pin: 12275020120000

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## EXHIBIT C-2

### Legal Description of Easement 2

THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST NORTHEAST CORNER OF LOT 1 IN THE FINAL PLAT OF SUBDIVISION OF LOT 1 OF PHASE II OF DIGITAL REALTY FRANKLIN PARK CAMPUS RECORDED AS DOCUMENT NUMBER 1708116051; THENCE SOUTH 01 DEGREE 56 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 385.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 04 MINUTES 10 SECONDS EAST, 100.00 FEET TO A LINE PARALLEL WITH AND 100 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE WEST  $\frac{1}{2}$  OF SAID SOUTHWEST  $\frac{1}{4}$  OF SECTION 27; THENCE SOUTH 01 DEGREE 56 MINUTES 03 SECONDS EAST, ALONG SAID PARALLEL LINE, 50.00 FEET, THENCE SOUTH 88 DEGREES 04 MINUTES 10 SECONDS WEST, 100.00 FEET TO EAST LINE OF SAID LOT 1; THENCE NORTH 01 DEGREE 56 MINUTES 03 SECONDS WEST, ALONG SAID EAST LINE, 50.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Portion of Martens Street right-of-way, Franklin Park, Illinois  
Pin: 12275020150000

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## EXHIBIT D

### Depiction of Easements

*[See attached.]*

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Property of Cook County Clerk's Office

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## PLAT OF EASEMENT GRANT

### LEGAL DESCRIPTION EASEMENT 1

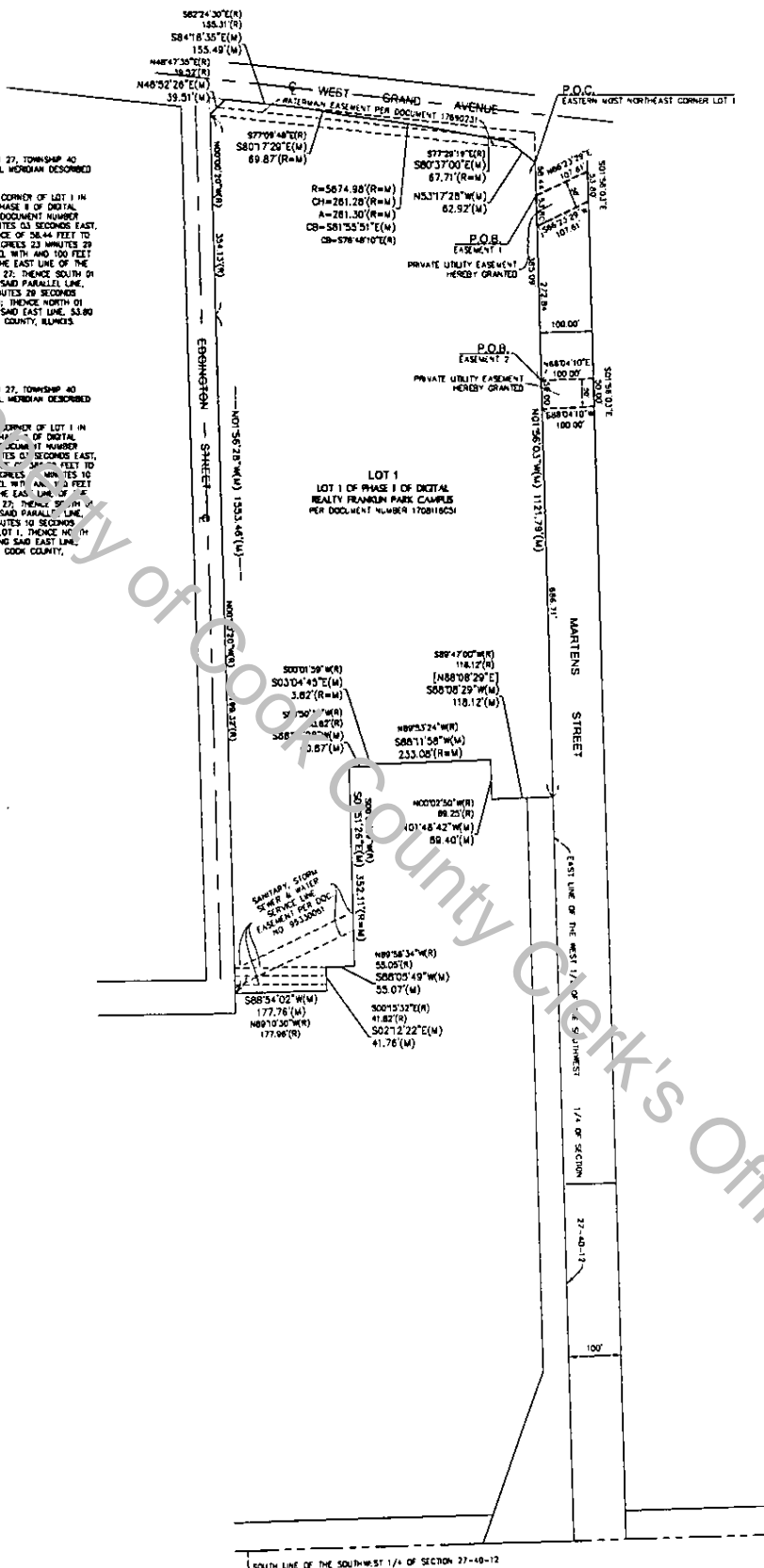
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERMOST NORTHEAST CORNER OF LOT 1 IN THE FINAL PLAT OF SUBDIVISION OF LOT 1 OF PHASE II OF DIGITAL REALTY FRANKLIN PARK CAMPUS RECORDED AS DOCUMENT NUMBER 170816051; THENCE SOUTH 01 DEGREE 54 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 104.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 23 MINUTES 29 SECONDS EAST, 107.51 FEET TO A LINE PARALLEL WITH AND 100 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 27; THENCE SOUTH 01 DEGREE 56 MINUTES 03 SECONDS EAST, ALONG SAID PARALLEL LINE, 53.80 FEET; THENCE SOUTH 86 DEGREES 23 MINUTES 29 SECONDS WEST, 107.61 FEET TO EAST LINE OF SAID LOT 1; THENCE NORTH 01 DEGREE 56 MINUTES 03 SECONDS WEST, ALONG SAID EAST LINE, 53.80 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### LEGAL DESCRIPTION EASEMENT 2

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERMOST NORTHEAST CORNER OF LOT 1 IN THE FINAL PLAT OF SUBDIVISION OF LOT 1 OF PHASE II OF DIGITAL REALTY FRANKLIN PARK CAMPUS RECORDED AS DOCUMENT NUMBER 170816051; THENCE SOUTH 01 DEGREE 54 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 104.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 23 MINUTES 29 SECONDS EAST, 100.00 FEET TO A LINE PARALLEL WITH AND 100 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 27; THENCE SOUTH 01 DEGREE 56 MINUTES 03 SECONDS EAST, ALONG SAID PARALLEL LINE, 53.80 FEET; THENCE SOUTH 86 DEGREES 23 MINUTES 29 SECONDS WEST, 100.00 FEET TO THE EAST LINE OF SAID LOT 1; THENCE NORTH 01 DEGREE 56 MINUTES 03 SECONDS WEST, ALONG SAID EAST LINE, 53.80 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.



- ABBREVIATIONS**
- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
  - (R) = RECORD BEARING OR DISTANCE
  - (M) = MEASURED BEARING OR DISTANCE
  - (C) = CALCULATED BEARING OR DISTANCE
  - (D) = DEED BEARING OR DISTANCE
  - B.S.L. = BUILDING SETBACK LINE
  - U.E. = UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - P.U.E. = PUBLIC UTILITY EASEMENT
  - P.O.C. = POINT OF COMMENCEMENT
  - P.O.B. = POINT OF BEGINNING
  - P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
- LINE LEGEND**
- SUBDIVISION BOUNDARY LINE
  - ADJACENT LAND PARCEL LINE
  - LOT LINE
  - EASEMENT LINE
  - CENTERLINE
  - BUILDING SETBACK LINE
  - SECTION LINE

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**Kimley-Horn**  
 4000 FRANKLIN PARKWAY, SUITE 200  
 FORT LAUDERDALE, FL 33309  
 PHONE: 754.271.1100 FAX: 754.271.1101

NO.	DATE	BY	CHECKED BY	DATE
1	08/11/17	PC: J/A	DR: J/A	08/11/17
2	08/11/17	PC: J/A	DR: J/A	08/11/17
3	08/11/17	PC: J/A	DR: J/A	08/11/17
4	08/11/17	PC: J/A	DR: J/A	08/11/17

**UTILITY STATEMENT**

NO.	DATE	BY	CHECKED BY	DATE
1	08/11/17	PC: J/A	DR: J/A	08/11/17
2	08/11/17	PC: J/A	DR: J/A	08/11/17
3	08/11/17	PC: J/A	DR: J/A	08/11/17
4	08/11/17	PC: J/A	DR: J/A	08/11/17

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 CALL BEFORE YOU DIG