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This Document was Prepared by:

ERM

c/o Brenden Lewis

1701 Golf Rd., Suite 1-700

Rolling Meadows, IL. 60008

When Recorded, Return to:

Commonwealth Edison Company

Three Lincoln Centre

Oakbrook Terrace, IL 60181

Attn: Director Real Estates & Facilities

Project ID No: DLP TWR 48, 49

PIN: 12-27-300-051 and 12-27-300-052



Doc# 1929545194 Fee \$81.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/22/2019 02:50 PM PG: 1 OF 10

GRANT OF RIGHT OF WAY EASEMENT

THIS GRANT OF RIGHT OF WAY EASEMENT (this "Easement") is granted as of the 18th day of October, 2019, by and between DIGITAL GRAND AVENUE 2, LLC, a Delaware limited liability company ("Grantor"), and COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Grantee").

RECITALS:

A. Grantor is the owner of that certain land located in the State of Illinois described more particularly on Exhibit A attached hereto and made a part hereof ("Grantor's Property").

B. Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, a right of way easement for the installation, construction, use, maintenance, repair, replacement and operation of electrical facilities, as more fully described herein below, in, upon, under, over, across and along those areas of Grantor's Property described more particularly in Exhibit B (the "Right of Way Easement Area"), and an easement over and through certain other portions of Grantor's Property for purposes of providing ingress and egress to and from the Right of Way Easement Area, all as more particularly described herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee and Grantee's agents, contractors, employees, representatives, successors and assigns ("Grantee Parties"), hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State of Illinois, (a) a non-exclusive, perpetual right and easement in, over, under, along, upon and across the Right of Way Easement Area to install, construct, reconstruct, renew, erect, operate, use, patrol, maintain, repair, relocate, extend, alter, add, substitute and remove overhead and underground electrical (whether consisting of one or more circuits) transmission, distribution and communications lines, together with associated and/or related

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facilities necessary or convenient for such electrical transmission, distribution and/or communications lines, including, without limitation, cables, conductors, conduits, duct packages, wires, towers and related equipment structures and facilities, poles, pole structures, footings, foundations, controls, switches, relays, circuit breakers, telemetry and monitoring devices, underground counterpoise, anchors, underground ground grid, manholes, transformers, pedestals and necessary fixtures, appurtenances and related equipment, structures and facilities (collectively referred to in this Easement as the "Facilities"), and (b) a non-exclusive, perpetual right and easement over, upon, along and across those portions of the Grantor's Property which are reasonably necessary to enable the Grantee Parties to gain ingress to and egress from the Right of Way Easement Area at any and all times, for any or all of the purposes specified in clause (a) above, together with the right to cut down, trim or otherwise control the growth of all trees, bushes and other vegetation growing at, upon or over the Right of Way Easement Area and to clear any and all obstructions from the surface and subsurface of the Right of Way Easement Area which would impede access to, or interfere with or potentially interfere with the Facilities, as determined in Grantee's sole discretion; provided, however, that in exercising the right to access portions of the Grantor's Property which are reasonably necessary to enable the Grantee Parties to gain ingress to and egress from the Right of Way Easement Area, Grantee and the Grantee Parties shall be subject to, and shall follow and comply with, any and all reasonable procedures established by Grantor and communicated to Grantee related to access to and from the Grantor's Property, which may include, without limitation, the use of access control devices such as fencing, gates, locks, lockboxes, card-key entry points and similar facilities established by Grantor related to access to and from the Grantor's Property; provided, further, that in the event of a bona fide emergency requiring Grantee or the Grantee Parties to enter on to the Grantor's Property or the Right of Way Easement Area in a manner that does not comply with such procedures of Grantor, Grantee or the Grantee Parties may enter on to the Grantor's Property or the Right of Way Easement Area Grantee without compliance with such procedures. Each and all of the rights, privileges and easements conferred upon Grantee and the Grantee Parties pursuant to this Easement may be exercised by Grantee and the Grantee Parties from time to time and at any time, without any notice (prior or subsequent) to Grantor; provided, however, that a reasonable time prior to Grantee's commencement of the initial installation of the Facilities at the Right of Way Easement Area pursuant to this Easement, Grantee shall notify Grantor (on a non-binding basis) of Grantee's estimated schedule for performing such initial installation work, which notice may be given by telephone, email or by personal visit.

2. Use of Grantor's Property. In no event shall Grantor or any of its agents, contractors, tenants, licensees, guests, invitees, employees, representatives, grantees, successors and assigns (including, without limitation, any and all successors in title to the Right of Way Easement Area) (collectively, the "Grantor Parties") use the Right of Way Easement Area for any purpose that would in any material respect disrupt or interfere with the use of the Right of Way Easement Area by Grantee or any of the Grantee Parties for the purposes set forth herein, or the exercise of any of the rights of Grantee or the other Grantee Parties hereunder. In no event shall Grantor or any of the other Grantor Parties gain access to, damage, disrupt or otherwise interfere with the Facilities (whether now existing or installed in the future). Without limiting the generality of the foregoing, except for those structures and facilities of Grantor shown as located in the Right of Way Easement Area on the second page of Exhibit B hereto (the location of which structures and facilities of Grantor may be amended by Grantor up to two (2) times by notice from Grantor to Grantee, provided that (1) Grantor reasonably consults with Grantee in advance of any such amendment(s), (2) no such amendment shall contemplate the installation of any underground lines or facilities of Grantor closer than two (2) feet from Grantee's poles or towers (including the foundations underlying the same) installed pursuant hereto, (3) no such amendment shall contemplate the installation of any ponds, basins or similar water storage facilities underneath the Facilities, and (4) no such amendment shall contemplate the installation of any facilities or equipment of Grantor in any location that would cause damage, disruption or interference with or to the Facilities), Grantor hereby acknowledges and agrees as follows:

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(a) No building, structure or obstruction of any kind shall be placed, erected or used, and no trees may be planted, by (or on behalf of) any of the Grantor Parties on the Right of Way Easement Area without Grantee's prior written consent.

(b) No changes in grade to the Right of Way Easement Area shall be made by any of the Grantor Parties that would increase or decrease the existing ground elevation of the Right of Way Easement Area without Grantee's prior written consent.

(c) No ponds, detention or retention basins, ditches, water storage facilities, irrigation systems, underground pipe or other facility shall be placed by any of the Grantor Parties in, on, over or under the Right of Way Easement Area without Grantee's prior written consent.

(d) No flammable or explosive materials or hazardous waste shall be used, brought, stored or burned on the Right of Way Easement Area by any of the Grantor Parties. No burning or composting may be done in the Right of Way Easement Area without Grantee's prior written approval.

(e) Grantor Parties shall observe at all times all height limitations and clearances required by applicable legal and safety standards.

Notwithstanding anything to the contrary included herein, Grantor and the Grantor Parties shall have the right to use the Right of Way Easement Area in any manner not inconsistent with the covenants and conditions contained herein and which does not in any material respect disrupt or interfere with the use of the Right of Way Easement Area by Grantee or any of the Grantee Parties, or the exercise of any of the rights of Grantee or the other Grantee Parties hereunder, which may include, without limitation, the construction of surface paving improvements for parking spaces, driveways and drive aisles within the Right of Way Easement Area, and the planting/installation of landscaping within the Right of Way Easement Area.

3. Covenants Running With the Land. The terms, conditions, rights and easements contained herein shall be covenants running with the land and shall be perpetual. This Easement shall be recorded against the Grantor's Property, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the parties hereto and their respective grantees, successors and assigns (including, without limitation, any and all successors to Grantor in title to Grantor's Property).

4. Notices. Except as expressly provided otherwise in this Easement, whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

(a) If to Grantee:

Commonwealth Edison Company
Three Lincoln Centre
Oakbrook Terrace, IL 60181
Attn: Director, Real Estate & Facilities

(b) If to Grantor:

Digital Grand Avenue 2, LLC
c/o Digital Realty Trust, L.P.
4 Embarcadero Ctr., Suite 3200
San Francisco, California 94111
Attention: Edward Pendarvis,
Director, Acquisitions and Investments

With a copy to:

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Digital Grand Avenue 2, LLC
 c/o Digital Realty Trust, L.P.
 365 Main Street, 4th Floor
 San Francisco, California 94111
 Attention: Asset Manager, Portfolio
 Management Group

And a copy to:

Digital Grand Avenue 2, LLC
 c/o Digital Realty Trust, L.P.
 9355 W. Grand Avenue
 Franklin Park, Illinois 60131
 Attention: Property Manager

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

5. No Cancellation upon Breach. It is expressly agreed that no breach of this Easement shall entitle any party to cancel, rescind or otherwise terminate this Easement.

6. Crop Damage; Restoration. Grantee will pay Grantor the reasonable cost of damages done to crops, if any, by Grantee by reason of Grantee's exercise of its rights hereunder, and will repair or replace all damaged fences, gates, drains, drain tiles and ditches which may result from Grantee's installation, construction, use, maintenance, repair, replacement and operation of the Facilities. In the event an existing fence is cut for construction purposes by Grantee, Grantee will provide a temporary fence which will be replaced by a permanent fence installed in a workmanlike manner after completion of construction of the Facilities. Upon completion of the construction of the Facilities or any subsequent repair, replacement or maintenance of the Facilities, Grantee will restore the surface of the land owned by Grantor and any improvements on such land, to the extent the surface of the land and any such improvements are impacted by Grantee's activities on the Right of Way Easement Area performed in connection with the rights granted herein, to substantially the same condition as existed immediately prior to the entry and use of such land by Grantee including restoration and replacement of paving, grasses, sod, trees, landscaping, fences and gates.

7. Indemnification. Except to the extent caused by or resulting from the negligence or willful acts or omissions of Grantor, or the Grantor Parties, Grantee agrees to indemnify, defend, save and hold harmless Grantor from and against any and all third-party losses, liabilities, actual out-of-pocket costs (including reasonable attorneys' fees), actual out-of-pocket expenses, penalties, judgments, claims and actual damages of every kind or character (collectively, "Claims") arising out of (a) the negligence or intentional misconduct of Grantee in connection with (i) Grantee's access to, or use of, the Right of Way Easement Area, including, without limitation, the installation, construction, use, maintenance, repair, replacement and operation of the Facilities by Grantee within the Right of Way Easement Area, or (ii) Grantee's ingress to and egress from the Right of Way Easement over, upon, along and across other portions of the Grantor's Property; or (b) any material breach, material violation or material default under this Easement by Grantee.

Except to the extent caused by or resulting from the negligence or willful acts or omissions of Grantee, or the Grantee Parties, Grantor agrees to indemnify, defend, save and hold harmless Grantee from and against any and all third-party Claims arising out of the negligence or intentional misconduct of Grantor in connection with any use or occupancy of the Right of Way Easement Area by Grantor during the period

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that this Easement is in effect, or any material breach, material violation or material default under this Easement by Grantor.

8. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as of the date hereof as follows: (a) Grantor is the legal fee simple titleholder of the Grantor's Property and the Right of Way Easement Area, and Grantor has obtained all required consents, releases and permissions required to grant the easements and other rights set forth in this Easement; (b) each person and/or entity signing the Easement on behalf of the Grantor has the full and unrestricted authority to execute and deliver this Easement and to grant (and/or to cause Grantor to grant) the easements and rights hereunder; (c) there are no encumbrances or liens against the Grantor's Property or Right of Way Easement Area, except: (i) those encumbrances or liens as recorded in the County recorder's office, or (ii) those encumbrances or liens which would not in any material respect disrupt or interfere with the use of the Right of Way Easement Area by Grantee or any of the Grantee Parties for the purposes set forth herein, or the exercise of any of the rights of Grantee or the other Grantee Parties hereunder; and (d) there are no unrecorded leases, licenses or other agreements governing or affecting the right of any person or entity to occupy any portion of the Right of Way Easement Area which would in any material respect disrupt or interfere with the use of the Right of Way Easement Area by Grantee or any of the Grantee Parties for the purposes set forth herein, or the exercise of any of the rights of Grantee or the other Grantee Parties hereunder. The foregoing representations and warranties of Grantor shall survive the grant of the easements and other rights hereunder.

9. Estoppel Certificate. Grantor agrees that from time to time upon not less than ten (10) days' prior written request from Grantee, Grantor will deliver to Grantee a statement in writing signed by Grantor certifying: (a) that this Easement is unmodified and in full force and effect (or if there have been modifications, that the Easement as modified is in full force and effect and identifying the modifications); (b) that, to Grantor's knowledge, Grantee is not in default under any provision of this Easement (or, if such a default or event has occurred, the nature thereof in reasonable detail); (c) that Grantor is not in default under any provision of this Easement (or, if such a default or event has occurred, the nature thereof in reasonable detail), and (d) such other matters as may reasonably be requested by Grantee.

10. Compliance with Laws. All activities carried on by Grantee, or the Grantee Parties, in, on or about, or with respect to the Right of Way Easement Area or the Grantor's Property pursuant to this Easement shall be conducted in accordance with all applicable laws, codes, statutes, ordinances and regulations ("Laws"), including, without limitation, environmental Laws; provided, however, that, except for the Building Permits (as hereinafter defined), Grantor (and not Grantee) shall be responsible for obtaining any and all governmental permits, authorizations, licenses and approvals required under applicable Laws for the initial installation and construction of the Facilities at the Right of Way Easement Area and for the use and occupancy of the Right of Way Easement Area for purposes of constructing, installation, operating and maintaining the Facilities, and Grantee shall not be responsible or liable hereunder for any non-compliance with Laws that arises from any failure by Grantor to obtain any such required governmental permits, authorizations, licenses or approvals; provided, further, that, notwithstanding the foregoing, Grantee (and not Grantor) shall be responsible for obtaining any building permits from the Village of Franklin Park required for the construction and installation of the Facilities at the Right of Way Easement Area ("Building Permits") (it being acknowledged that the cost of such Building Permits shall be allocated between Grantor and Grantee pursuant to certain separate arrangements between the parties, and Grantee hereby confirms that estimates of such Building Permit costs have heretofore been provided by Grantee to Grantor).

11. Miscellaneous.

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(a) If any term, provision or condition in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Easement shall be valid and enforceable to the fullest extent permitted by law.

(b) The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) This Easement may be executed in several counterparts, each of which shall be deemed an original; further the signature of the parties hereto on this Easement may be executed and notarized on separate pages, and when attached to this Easement shall constitute one complete document. The section headings appearing in this Easement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.

(d) Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

(e) The failure of either party to enforce at any time any provision of this Easement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Easement or any part hereof or the right of such party hereafter to enforce each and every such provision. No waiver of any breach of this Easement shall be held to constitute a waiver of any other or subsequent breach. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(f) In the event of any litigation between the parties, the prevailing party (as determined by the applicable arbiter in the litigation) in the action or proceeding shall be entitled to obtain, as part of the judgment, all reasonable attorneys' fees, costs and expenses incurred in connection with such litigation.

[Signatures and acknowledgments on next page(s)]

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IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed as of the day and year first above written.

GRANTOR:

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

GRANTEE:

COMMONWEALTH EDISON COMPANY,
an Illinois corporation

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

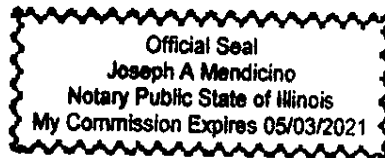
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Ramon Rox, personally known to me to be the VP OF PORTFOLIO MGMT 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, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Ramon Rox he/she signed and delivered the said instrument pursuant to the authority of such Limited Liability Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10 day of OCTOBER, 2019.

Joseph A. Mendicino
Notary Public



My Commission Expires: 05/03/2021

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2019.

Notary Public

My Commission Expires: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed as of the day and year first above written.

GRANTOR:

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: _____
Name: _____
Title: _____

GRANTEE:

COMMONWEALTH EDISON COMPANY,
an Illinois corporation

By: Mark Primm
Name: Mark Primm
Title: Real Estates + Facilities Director

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STATE OF _____)
)SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ 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, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he/she signed and delivered the said instrument pursuant to the authority of such Limited Liability Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2019.

Notary Public

My Commission Expires: _____

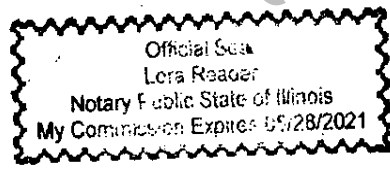
STATE OF Illinois)
)SS
COUNTY OF DeKalb)

I, Lora Reader, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark Peim, personally known to me to be the Director of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Director, (s)he signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of October, 2019.

Lora Reader
Notary Public

My Commission Expires: 5/28/2021



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EXHIBIT A TO GRANT OF RIGHT OF WAY EASEMENT

GRANTOR'S PROPERTY

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 B TO GRANT OF RIGHT OF WAY EASEMENT
DESCRIPTION AND DEPICTION OF RIGHT OF WAY EASEMENT AREA**

See attached two (2) pages.

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

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16 page

81.00

COOK COUNTY RECORDER OF DEEDS

EXHIBIT

ATTACHED TO DOCUMENT

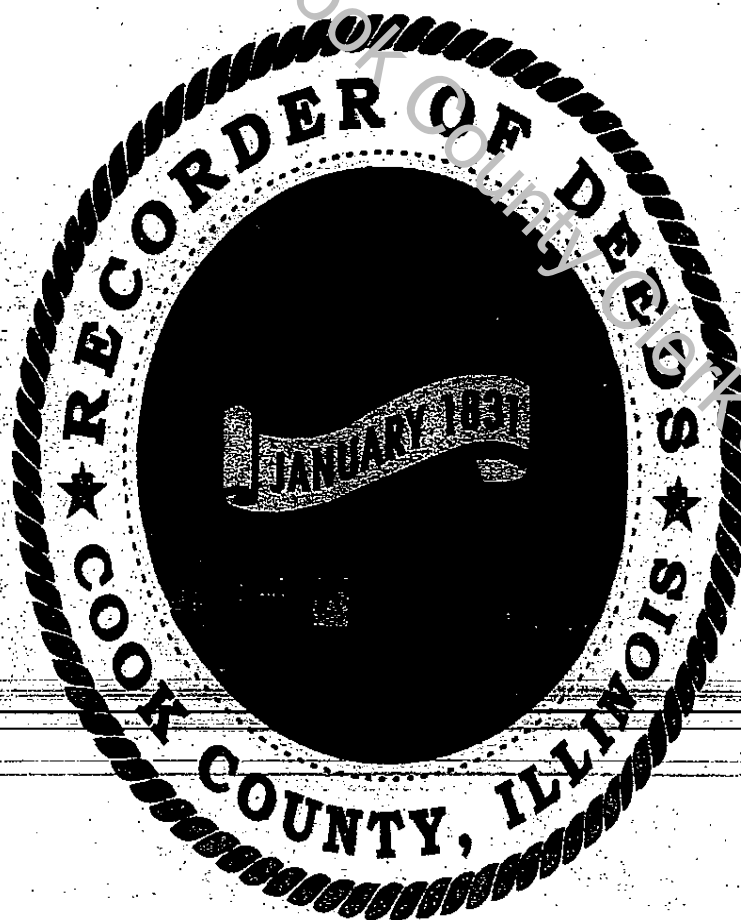


IMAGE STORED IN PLAT INDEX DATABASE