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PREPARED BY:

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RHSP FEE:\$18.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK
DATE: 07/17/2023 02:13 PM PG: 1 OF 9

WHEN RECORDED RETURN TO:

DIGITAL ELK GROVE 1, LLC
350 East Cermak Road
Chicago, IL 60616
Attn: Real Estate Manager

PINs: 08-34-402-061-0000, 08-34-402-062-0000 and 08-34-402-060-0000
Street Address: 2200 Busse Road and 1400 East Devon Avenue, Elk Grove Village, IL

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Easement") is made this 13th day of July, 2023, by and between DIGITAL ELK GROVE 1, LLC, a Delaware limited liability company ("DEG 1"), Grantee and Grantor, and DIGITAL ELK GROVE 3, LLC, a Delaware limited liability company ("DEG 3"), Grantee and Grantor. DEG 1 and DEG 3 may be referred to herein collectively as the "Owners," and individually, each an "Owner."

WITNESSETH.

A. DEG 1 is the owner of certain real property located at 2200 Busse Road in Elk Grove Village, Cook County, Illinois and identified as PIN 08-34-402-061-0000 (the "DEG 1 Property") as further described on **Exhibit A** attached hereto and made a part hereof.

B. DEG 3 is the owner of certain real property located at 1400 East Devon Avenue in Elk Grove Village, Cook County, Illinois and identified as PIN 08-34-402-062-0000 (the "DEG 3 Property") as further described on **Exhibit B** attached hereto and made a part hereof.

C. DEG 1 wishes to grant and DEG 3 wishes to receive an easement for ingress, egress and parking over, upon and across a certain portion of the DEG 1 Property (the "DEG 1 Easement Area"), as more particularly described on **Exhibit C** attached hereto and made a part hereof for the benefit of the DEG 3 Property, all as more fully set forth below.

D. DEG 3 wishes to grant and DEG 1 wishes to receive an easement for ingress, egress and parking over, upon and across a certain portion of the DEG 3 Property (the "DEG 3 Easement Area", and together with the DEG 1 Easement Area, the "Easement Areas"), as more particularly described on **Exhibit D** attached hereto and made a part hereof for the benefit of the DEG 1 Property, all as more fully set forth below.

E. The parties wish to make certain agreements regarding such easements.

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COMMONWEALTH LAND TITLE FCHI2300116LI
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NOW, THEREFORE, in consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Owner hereby agrees as follows:

AGREEMENT:

1. **Recitals; Definitions.** The Recitals set forth above are hereby made a part of this Agreement as if set forth in full in this Section 1.
2. **Ingress, Egress and Parking Easement over the DEG 1 Property.** DEG 1 hereby grants, gives and conveys to DEG 3 and its successors and assigns a perpetual, non-exclusive easement appurtenant to the DEG 3 Property, upon and across the DEG 1 Easement Area to (a) provide access for motor vehicle and pedestrian traffic to and from the DEG 3 Property, the DEG 1 Property and the public roadways commonly known as Arthur Avenue and Devon Avenue and (b) allow for parking of motor vehicles in designated parking areas in the DEG 1 Easement Area. The foregoing rights shall include reasonable ingress and egress thereto over the DEG 1 Property as necessary to access the DEG 1 Easement Area.
3. **Ingress, Egress and Parking Easement over the DEG 3 Property.** DEG 3 hereby grants, gives and conveys to DEG 1 and its successors and assigns a perpetual, non-exclusive easement appurtenant to the DEG 1 Property, upon and across the DEG 3 Easement Area to (a) provide access for motor vehicle and pedestrian traffic to and from the DEG 1 Property, the DEG 3 Property and the public roadways commonly known as Arthur Avenue and Devon Avenue and (b) allow for parking of motor vehicles in designated parking areas in the DEG 3 Easement Area. The foregoing rights shall include reasonable ingress and egress thereto over the DEG 3 Property as necessary to access the DEG 3 Easement Area.
4. **DEG 1 Maintenance.** DEG 1 shall, at its own cost and expense, repair and maintain the DEG 1 Easement Area located on the DEG 1 Property, and the adjoining landscaping, street lighting and signage, stripe and re-stripe directional markers on the same, provide snow and ice removal from the same when necessary, and maintain and repair the same to keep the same in a clean, safe, unobstructed, good and usable condition. With regard to the foregoing, DEG 1 shall comply with any and all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations.
5. **DEG 3 Maintenance.** DEG 3 shall, at its own cost and expense, repair and maintain the DEG 3 Easement Area located on the DEG 3 Property, and the adjoining landscaping, street lighting and signage, stripe and re-stripe directional markers on the same, provide snow and ice removal from the same when necessary, and maintain and repair the same to keep the same in a clean, safe, unobstructed, good and usable condition. With regard to the foregoing, DEG 3 shall comply with any and all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations.
6. **Conduct and Coordination of Maintenance, Repair and Replacement.** All maintenance and repair of the Easement Area by either Owner shall be made so as to interfere as little as practicable with the rights granted to the other Owner pursuant to this Agreement.
7. **Indemnification.** The Owners hereby agree to indemnify, defend and hold each other, and the indemnified Owner's respective members, officers, directors, agents, employees, partners, successors and assigns of each (the "**Indemnified Parties**"), harmless from any liens, encumbrances, damage, costs, expenses (including, without limitation, reasonable attorneys' fees)

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claims, demands, liabilities, litigation and causes of action, to the extent arising out of or resulting from: (a) the indemnifying Owner's use of the Easement Areas and/or (b) any breach or default by the indemnifying Owner in the performance or observance of its covenants or obligations under this Easement.

8. **Default.** If an Owner fails to perform any obligations required by such Owner in this Easement and such failure or default disrupts the other Owner's ability to enjoy the benefits of this Easement, then the non-defaulting Owner shall have the right (i) (but not the obligation) to perform such obligation on the defaulting Owner's account or (ii) to exercise any other remedy available to such Owner at law or in equity. If, in exercising its rights pursuant to this Section 8, an Owner incurs costs for which it would not otherwise be responsible pursuant to this Easement, the defaulting Owner shall reimburse such Owner upon demand for the amounts expended by such Owner in performing such obligation.

9. **No Representations or Warranties.** The Owners make no representations, warranties or other assurances, express or implied, to each other with respect to the adequacy or suitability of the Easement Areas for the purposes stated herein or for any other purpose. Furthermore, except to the extent caused by the gross negligence or willful misconduct of an Owner, the Owners shall have no liability to each other on account of any damage to or interference with the operation of the Easement Areas by any third party.

10. **Headings.** Headings used in this Easement are for convenience purposes only and are not intended to affect the express terms herein set forth.

11. **Governing Law.** This Easement shall be construed and governed in accordance with the laws of the State of Illinois, and is executed with the free consent and in accordance with the desires of the Owners.

12. **Covenants Running with the Land.** The benefits granted to, and burdens assumed by, the Owners pursuant to this Easement shall be appurtenant to and run with the land, which are and shall be binding upon the Owners, their heirs, personal representatives, successors and assigns. The Owners shall have the right to allow their respective tenants, invitees, licensees, employees, contractors and agents, and the successors and assigns of the Owners, to exercise the Owners' respective rights under this Easement.

13. **Amendments.** Any amendments to this Easement shall be valid only if executed in writing by the parties hereto, their successors or assigns. This document may be executed in counterparts, which, taken together, shall constitute one and the same instrument.

14. **Authority.** The undersigned warrant that this Easement is made and executed pursuant to authority properly granted by the respective authorized representatives of the Owners.


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IN WITNESS WHEREOF, the Parties have caused this Easement to be executed on the day and year first written above, under seal.

GRANTOR/GRANTEE:

DIGITAL ELK GROVE 1, LLC,
a Delaware limited liability company

By: 
Name: Andrew Alves
Title: Authorized Signatory

State of New York)
County of Westchester ss.:

On the 16th day of June in the year 2023, before me, the undersigned, personally appeared Andrew Alves, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on said instrument, such individual, and the person or entity upon behalf of which such individual acted, executed the instrument.


NOTARY PUBLIC

[Notary Stamp and Seal:]

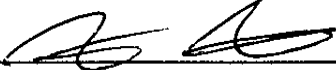
SHARON SPINA
Notary Public State of New York
No. 01SP4J12189
Qualified in Westchester County
My Commission Expires Nov. 30, 2025

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

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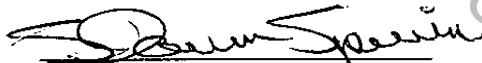
GRANTOR/GRANTEE:

DIGITAL ELK GROVE 3, LLC,
a Delaware limited liability company

By: 
Name: Andrew Alves
Title: Authorized Signatory

State of New York)
County of Westchester ss.:

On the 16th day of June in the year 2023, before me, the undersigned, personally appeared Andrew Alves, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on said instrument, such individual, and the person or entity upon behalf of which such individual acted, executed the instrument.


NOTARY PUBLIC

[Notary Stamp and Seal:]

SHARON SPINA
Notary Public-State of New York
No. 01SP4917189
Qualified in Westchester County
My Commission Expires Nov. 30, 2025

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EXHIBIT A

DEG 1 Property

LOT 2 IN DIPPER VENTURES LLC RESUBDIVISION, 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 FEBRUARY 2, 2017 AS DOCUMENT 1703345036, IN COOK COUNTY ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT B

DEG 3 Property

LOT 1 IN DIPPER VENTURES LLC RESUBDIVISION, 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 FEBRUARY 2, 2017 AS DOCUMENT 1703345036, IN COOK COUNTY ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT C

DEG 1 Easement Area

PART OF LOT 2 IN DIPPER VENTURES LLC RESUBDIVISION, 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 FEBRUARY 2, 2017 AS DOCUMENT 1703345036, IN COOK COUNTY ILLINOIS, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF SAID LOT, THENCE THE FOLLOWING 5 COURSES ALONG THE WEST LINE THEREOF; THENCE SOUTH 01 DEGREES 23 MINUTES 10 SECONDS EAST, 469.93 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, 32.01 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 22 SECONDS EAST, 83.04 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 15 SECONDS WEST, 9.74 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 35 SECONDS EAST 268.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 86 DEGREES 37 MINUTES 44 SECONDS EAST, 36.62 FEET ALONG THE SOUTH LINE THEREOF BEING ALSO THE NORTH RIGHT OF WAY LINE OF DEVON AVENUE; THENCE NORTH 01 DEGREE 23 MINUTES 10 SECONDS WEST, 105.50 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 50 SECONDS WEST, 22.00 FEET; THENCE NORTH 01 DEGREE 23 MINUTES 10 SECONDS WEST, 156.00 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 50 SECONDS EAST, 44.00 FEET; THENCE NORTH 01 DEGREE 23 MINUTES 10 SECONDS WEST, 557.26 FEET TO THE NORTH LINE OF SAID LOT; THENCE SOUTH 88 DEGREES 39 MINUTES 14 SECONDS WEST, 35.00 FEET ALONG THE NORTH LINE THEREOF BEING ALSO THE SOUTH RIGHT OF WAY LINE OF ARTHUR AVENUE, TO SAID POINT OF BEGINNING.

COOK County Clerk's Office

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EXHIBIT D

DEG 3 Easement Area

PART OF LOT 1 IN DIPPER VENTURES LLC RESUBDIVISION, 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 FEBRUARY 2, 2017 AS DOCUMENT 1703345036, IN COOK COUNTY ILLINOIS, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID LOT, THENCE THE FOLLOWING 5 COURSES ALONG THE EAST LINE THEREOF; THENCE SOUTH 01 DEGREES 23 MINUTES 10 SECONDS EAST, 469.93 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, 32.01 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 22 SECONDS EAST, 83.04 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 15 SECONDS WEST, 9.74 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 35 SECONDS EAST 268.87 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 86 DEGREES 37 MINUTES 44 SECONDS WEST, 64.46 FEET ALONG THE SOUTH LINE THEREOF BEING ALSO THE NORTH RIGHT OF WAY LINE OF DEVON AVENUE; THENCE NORTH 01 DEGREE 23 MINUTES 10 SECONDS WEST, 389.40 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 50 SECONDS EAST, 67.00 FEET; THENCE NORTH 01 DEGREE 23 MINUTES 10 SECONDS WEST, 434.00 FEET TO THE NORTH LINE OF SAID LOT; THENCE NORTH 88 DEGREES 39 MINUTES 14 SECONDS EAST, 41.00 FEET ALONG THE NORTH LINE THEREOF BEING ALSO THE SOUTH RIGHT OF WAY LINE OF ARTHUR AVENUE, TO SAID POINT OF BEGINNING.

COOK COUNTY CLERK'S OFFICE