

**APPROVING EASEMENT AGREEMENTS WITH GOLDFRAME, LLC FOR A WATER UTILITY EASEMENT AND A TEMPORARY GRADING EASEMENT FOR THE FACEBOOK DEVELOPMENT.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, Goldframe, LLC (the "Owner") is the owner of property legally described in Exhibit A attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, the Owner is willing to grant to the City: (1) an easement for the maintenance and reconstruction of water lines, subject to the terms and conditions of the easement agreement attached hereto and incorporated herein as Exhibit B (the "Water Utility Easement"); and (2) a temporary grading easement for the development of the intersection at Route 23 and Gurler Road, subject to the terms and conditions of the temporary easement agreement attached hereto and incorporated herein as Exhibit C (the "Temporary Grading Easement"); and

**WHEREAS**, the City's corporate authorities find that approving the Water Utility Easement and Temporary Grading Easement is in the City's best interests and promotes the public health, safety, morals and welfare; and

**NOW, THEREFORE BE IT ORDAINED** by the City Council of the City of DeKalb, Illinois, as follows:

**SECTION 1: Recitals.** The recitals to this Ordinance are true, material, adopted, and incorporated herein as Section 1 to this Ordinance.

**SECTION 2: Agreements Approved.** The City's corporate authorities, by a vote of three-fourths of the members then holding office, approve the Water Utility Easement in the same form as Exhibit B attached hereto and incorporated herein and the Temporary Grading Easement in the same form as Exhibit C attached hereto and incorporated herein, and further authorize and direct the Mayor to execute the Water Utility Easement and Temporary Grading Easement on the City's behalf.

**SECTION 3: Recording Directed.** The City's corporate authorities approve, authorize and direct the City Manager or his designee to record and file, upon execution by all of the parties, the Water Utility Easement and the Temporary Grading Easement with the DeKalb County Clerk and Recorder.

**SECTION 4: Home Rule.** This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 5: Effective Date.** This Ordinance shall be in full force and effect from and after its

passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 9<sup>th</sup> day of August 2021 and approved by me as Mayor on the same day. Passed on First Reading by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.



  
COHEN BARNES, Mayor

ATTEST:

  
Ruth A. Scott, Executive Assistant

**EXHIBIT A**  
**(Legal Description of the Property)**

LOT 1 IN DEKALB SUBDIVISION – PHASE 2, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 10, 2021, AS DOCUMENT 2021-001814, BEING A RESUBDIVISION OF ALL OF LOT 1 IN DEKALB SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2 AND PART OF THE NORTH HALF OF SECTION 1, ALL IN TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 202, AS DOCUMENT 2020-003774, ALL IN THE OFFICE OF THE RECORDER, DEKALB COUNTY, ILLINOIS.

**EXHIBIT B**  
**(Water Utility Easement Agreement)**

This document prepared by and  
after recording return to:

M. Johnny Pinjuv  
Taft Stettinius & Hollister LLP  
111 E. Wacker Drive, Suite 2800  
Chicago, IL 60601



2021010497

DOUGLAS J. JOHNSON  
RECORDER - DEKALB COUNTY, IL

RECORDED: 8/11/2021 02:30 PM  
REC FEE: 55.00

PAGES: 13

Above Space for Recorder's Use Only

#### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is dated as of August 9, 2021 and is made by **GOLDFRAME LLC**, a Delaware limited liability company (together with its successors and assigns and their respective successors and assigns the "**Grantor**"), and is granted to the **CITY OF DEKALB**, a home rule municipal corporation under the laws of the State of Illinois (together with its permitted successors and assigns and their respective successors and assigns, the "**Grantee**").

#### RECITALS

- A. Grantor is the fee owner of certain real property located in the City of DeKalb, County of DeKalb, Illinois, legally described on Exhibit A attached hereto and made a part hereof (the "**Property**").
- B. Grantor is willing to grant to Grantee, and Grantee is willing to receive, a non-exclusive, permanent easement in and along the western portion of the Property immediately adjacent to Illinois State Route 23 that is legally described on Exhibit B attached hereto and made a part hereof and depicted as the "Proposed 10' Municipal and Utility Easement" on Exhibit C attached hereto and made a part hereof (the "**Easement Area**") for the maintenance and reconstruction of water lines, connections and ancillary improvements located within the Easement Area (the "**Facilities**").
- C. Grantor has entered into that certain Infrastructure Agreement (the "**Infrastructure Agreement**") dated May 1, 2020, by and between Grantor and DeKalb 343, LLC ("**Contractor**"), whereby Contractor has agreed to construct the Facilities, and the Infrastructure Agreement is evidenced by that certain Memorandum of Infrastructure Agreement recorded as document 2021003409, DeKalb County records.
- D. Grantee and Grantor desire to enter into this Agreement to provide for such easement in connection with Grantee's maintenance and reconstruction of the Facilities.

NOW, THEREFORE, in and for consideration of the mutual covenants, terms, conditions, restrictions, and other provisions set forth herein and for other good and valuable consideration exchanged between Grantee and Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Water Utility Easement.** Grantor hereby grants and conveys to Grantee and Grantee's successors and assigns, and Grantee hereby accepts from Grantor, pursuant to the covenants, terms, conditions, restrictions, and other provisions (the "**Provisions**") hereof, a non-exclusive, permanent easement, privilege, right, and authority (the "**Water Utility Easement**") in, through, under, upon, over, across, along, and throughout the Easement Area, for the purpose of reconstructing, relocating, extending, repairing, replacing, maintaining, operating, inspecting, and monitoring the Facilities, for the provision of water, by any means, whether now existing or hereafter devised, for public use, in, upon, over, under, and across that portion of the Easement Area, and to renew, replace, add to, and otherwise change the Facilities, including any and all necessary connections, appliances, fittings, or other appurtenances reasonably deemed necessary and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing water to the Grantor and others as otherwise provided in this Agreement. The Facilities shall remain the property of the Grantee, its successors and assigns.

2. **Use of Water Utility Easement.** Pursuant to the Water Utility Easement, Grantee may use the Easement Area to: (i) reconstruct, relocate, extend, repair, replace, maintain, operate, inspect, and monitor the Facilities; and (ii) temporarily store materials and operate equipment within the Easement Area during periods of reconstruction, maintenance, repair, and/or replacement, if necessary, provided that the temporary storage and operation of equipment does not materially interfere with or materially adversely impact Grantor's use or operation of the Property; provided, however, that the Grantee will, upon completion of any work, backfill and restore any excavated areas to the same condition as existed prior to such excavation, including, without limitation, the replacement and restoration of any landscaping, curbs or paving disturbed as a result of such activity. If any trees or foliage materially interfere with the reconstruction, operation, maintenance, repair, replacement, and/or removal of the Facilities, the parties shall coordinate in good faith to agree upon which trees or foliage need to be cut, trimmed, or removed, and once such trees or foliage are identified Grantor shall cut, trim, or remove said trees or foliage as necessary. Grantor hereby covenants and agrees with the Grantee that no buildings or structures, or replacement thereof or additions thereto, or obstructions will be erected or constructed above or below grade within the Easement Area, no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee. Grantee shall conduct any maintenance, repair or replacement activity expeditiously to minimize any interference with any surface use of the Easement Area or business operations on the Property.

3. **Access.** Grantee shall, upon providing at least forty-eight (48) hours' written notice to Grantor, be permitted to access the Easement Area for the uses authorized by Section 2 of this Agreement. In exercising its rights under this Agreement, Grantee agrees not to unreasonably interrupt Grantor's use of the Property, and if any interruption is necessary, the same shall be temporary in nature and designed to limit any disruption to the use of the Property. Notwithstanding the foregoing to the contrary, Grantee shall, in cases of an emergency or routine and non-interrupting maintenance (e.g., turning valves, flushing hydrants, and similar activities), be permitted to access the Easement Area for uses authorized by Section 2 of this Agreement, upon providing reasonable notice by email or orally or as otherwise provided by this Agreement.

4. **Authority.** Each party represents and warrants that it has the authority to execute this Agreement, and each individual signing on behalf of a party to this Agreement states that: (a) he or she is the duly authorized representative of that party; and (b) his or her signature on this Agreement has been

duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the individual is signing.

5. **Costs and Lien-Free Construction.** Grantee shall bear and promptly pay, without the imposition of any lien or charge on or against all or any portion of the Property, all costs and expenses incurred by Grantee in connection with the Grantee's activities within the Easement Area. Grantee hereby acknowledges and agrees that if any lien is filed against the Property as a result of the Water Utility Easement or Grantee's activities in the Easement Area and Grantee has not had the lien removed of record within thirty (30) days after the date of the initial filing of the lien, then Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law or in equity or both.

6. **Compliance with Laws.** Grantee shall maintain the Facilities in a good and workmanlike manner, in compliance with the Permits, applicable statutes, ordinances, rules, and regulations of all governing public authorities, as those statutes, ordinances, rules, and regulations are amended from time to time. Grantee hereby represents that it is in compliance with all statutes, ordinances, rules, and regulations, including anti-corruption legislation, relating to the maintenance and any reconstruction of the Facilities and that Grantee shall use only legitimate and ethical business practices, and nothing exists as of the date of this Agreement that would be considered a violation of such statutes, ordinances, rules, or regulations.

7. **Safety and Conditions at Work Site.** Grantee shall be solely responsible for providing and maintaining safe conditions within the Easement Area, including the safety of all persons and property, in connection with any work or other activities by Grantee and its contractors within the Easement Area. Grantee shall take all safety precautions as are necessary to prevent injury to persons and damage to property. Grantee shall keep the Easement Area and adjacent areas clean at all times Grantee performs any work or other activities within the Easement Area and shall, upon completion of any work, leave the Easement Area and adjacent areas in a clean, orderly, and safe condition. Any work performed by Grantee or its contractors within the Easement Area shall be provided, performed, completed, and maintained at the sole risk of Grantee. Grantee shall be fully responsible for the protection of all public and private property and persons. Grantee shall, at its sole cost and expense, repair or replace any damage to or loss suffered by the Easement Area, other private property, public property, and persons arising from Grantee's activities in the Easement Area.

8. **Restoration.** If any portion of the Easement Area or any improvements, landscaping, and plantings therein are damaged or disturbed by Grantee's activities within the Easement Area, Grantee shall, at Grantee's cost and expense, cause such portion of the Easement Area to be restored to the condition it was in immediately before the commencement of the activity, including, without limitation, the replacement and grading of any topsoil removed or disturbed by Grantee, the replacement or restoration of all fences, roads, plantings, landscaping, and improvements, and the replacement of any natural grass removed by Grantee by seeding with good quality seed. If Grantee fails to restore the Easement Area as required by this Section 8, then Grantor shall have the right, but not the obligation, to perform the restoration at the sole cost and expense of Grantee. All costs of the restoration shall be due and payable to Grantor by Grantee on demand.

9. **Reservation of Rights.** Grantor reserves all right, title, and interest in and to the Easement Area and Grantor may use and enjoy the Easement Area for any purpose, including, without limitation, the installation by Grantor of private utilities in, through, under, upon, over, across, along, and throughout the Easement Area, so long as Grantor's use of the Easement Area does not deny Grantee the practical use and enjoyment of the Water Utility Easement. Grantor shall have the right to grant additional easement rights in the Easement Area to other individuals or entities, provided same shall not otherwise

adversely affect any of Grantee's rights herein. Grantor's use and enjoyment of the Easement Area shall not interfere with or adversely affect any of Grantee's rights herein.

10. **Covenants Running with the Land.** The parties hereby acknowledge and agree that the Provisions in this Agreement, including the obligations imposed and the Water Utility Easement and other rights conferred, are intended to, and do, constitute covenants that run with the land. This Agreement and its Provisions bind and benefit the parties and shall inure to the benefit of and be binding on each party's successors (which includes successors in interest by way of merger, conversion, acquisition, or otherwise) and assigns. However, this Section 10 is not to be construed to create or confer any right of assignment where one does not exist. Any attempted assignment or delegation by Grantee other than pursuant to the terms hereof shall be *void ab initio*.

11. **Liability After Transfer of Ownership.** Grantor, after conveyance of its interest in the Property to a third party, shall not be liable for any breach under this Agreement occurring after conveyance of its interest, and the third party shall automatically assume and be bound by the obligations and other Provisions of this Agreement, which run with the Property.

12. **Grantor Not Liable.** In no event shall Grantor or Grantor's officers, invitees, agents, employees, partners, managers, members, successors, or assigns (collectively, the "**Grantor Parties**") be liable for any damage to, or loss of, personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured, except to the extent that such loss is caused by the gross negligence of Grantor or the Grantor Parties or both.

13. **Limitation of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY EITHER PARTY HEREUNDER, OR FOR ANY OTHER REASON, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

14. **Indemnification.** Grantee shall indemnify, defend, and hold Grantor and the Grantor Parties harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including without limitation reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from or by reason of Grantee's access to or use of the Easement Area or from Grantee's activities within the Easement Area.

15. **Insurance.** Grantee shall maintain, at its expense, and shall keep in full force and effect at all times during the term of this Agreement, commercial general liability insurance for bodily injury or property damage arising out of its use of the Easement Area (the "**Grantee Policy(ies)**"). The Grantee Policy(ies) shall be issued by a financially responsible insurer or insurers authorized to transact insurance business in the State of Illinois. Further, the Grantee Policy(ies) shall name Grantor, its successors and/or assigns (as their interests may appear) as additional insureds with respect to liabilities arising from use of the Easement Area by Grantee, and shall have a combined single limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence. The required limits may be met by any combination of primary and excess liability policies. The Grantee Policy(ies) may be written by any master policy of insurance that covers other property. Upon request, Grantee shall promptly provide to Grantor a certificate of insurance evidencing the Grantee Policy(ies). All insurance policies shall be from an insurer reasonably acceptable to Grantor. Prior to making any entry onto the Property, Grantee shall furnish to Grantor for each insurance policy required under this Agreement a certificate of insurance evidencing the policy and required coverages.



16. **Default and Remedies.** A breach of any Provision in this Agreement is a default under this Agreement. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law or in equity. Specifically, this Agreement may be enforced by mandamus, restraining orders, and injunctions (temporary, preliminary, mandatory, or permanent) prohibiting interference with use of the Water Utility Easement and mandating compliance with the Provisions hereof. Restraining orders and injunctions will be available on proof of the existence of interference or threatened interference, without the necessity of proof of the inadequacy of other legal remedies or irreparable harm. Each party hereby acknowledges the inadequacy of legal remedies and the irreparable harm that would be caused by any existing interference or threatened interference. Restraining orders and injunctions will be available only to the parties to this Agreement and their respective successors and assigns; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. The rights and remedies in this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

17. **No Waivers.** Any waiver of any Provision or of any breach of any Provision in this Agreement shall be in writing and signed by the party waiving the Provision or breach. No waiver of any breach of any Provision herein shall be deemed a waiver of any preceding or succeeding breach thereof or of any other Provision herein. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

18. **Attorneys' Fees.** If any suit, action, or proceeding is brought by either party against the other party in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the prosecution or defense of the suit, action, or proceeding.

19. **Notices.** All notices, waivers, requests, demands, and consents required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the day following deposit with the courier; or (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third day following deposit with the United States Postal Service. Any party shall change its address for purposes of this Agreement by giving written notice as provided in this Section 19, and notices, waivers, requests, demands, and consents shall only be valid if served in the manner provided. "**Business Day(s)**" means all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays by the State of Illinois and/or the US Federal Government.

If to Grantee: City of DeKalb  
Attn: City Manager  
164 E. Lincoln Hwy.  
DeKalb, IL 60115

with a copy to:

Donahue and Rose, PC  
Attn: John Donahue and Matthew Rose  
9501 W. Devon Avenue, Suite 702  
Rosemont, IL 60018

If to Grantor: Goldframe LLC  
1 Hacker Way  
Menlo Park, CA 94025  
Attention: Data Center Site Selection Manager

With a copy to:

Goldframe LLC  
1 Hacker Way  
Menlo Park, CA 94025  
Attention: Data Center Counsel

20. **Time of the Essence.** Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

21. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Illinois. Grantor and Grantee consent to personal jurisdiction and venue in the county and circuit courts located in DeKalb County, Illinois, which courts shall have exclusive jurisdiction over any suit, action, or proceeding (whether contract, tort, or otherwise or in law or equity) arising out of or in connection with this Agreement.

22. **Partial Invalidity.** Any Provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability without rendering invalid or unenforceable the remaining Provisions of this Agreement or affecting the validity or enforceability of any of the Provisions of this Agreement in any other jurisdiction. If any Provision of this Agreement is so broad as to be unenforceable, the Provision will be interpreted to be only so broad as is enforceable.

23. **Easements, Rights, and Obligations Subject to Existing Restrictions.** The Water Utility Easement, rights, and obligations in this Agreement are made subject to: (a) any and all existing covenants, conditions, restrictions, and easements of record affecting the Easement Area; and (b) all applicable building and zoning codes and ordinances.

24. **Recording the Agreement.** The parties agree that this Agreement may be recorded in the recorder's office for the County of DeKalb, Illinois.

25. **No Public Dedication of Easement Area.** Except as specifically set forth herein, nothing in this Agreement shall be construed or deemed to confer on the general public any rights whatsoever with respect to the Easement Area, and Grantor reserves the right to do all things reasonably necessary to prevent the assertion of any claim stating otherwise.

26. **Headings.** Headings and captions used in this Agreement are for convenience only, do not define or limit the scope of this Agreement, and are not intended to interpret or change the meaning of any of the Provisions of this Agreement.

27. **Singular or Plural.** The singular of any term, including any defined term, in this Agreement shall include the plural, and the plural of any term, including any defined term, in this Agreement, shall include the singular.

28. **Further Assurances.** Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing things, acts, and documents do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.

29. **Counterparts; Amendments.** This Agreement may be executed in counterparts and, when executed and delivered by all parties in person, shall become one (1) integrated agreement enforceable on its Provisions. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended, except in a writing signed by each party hereto or their respective successors or assigns. If amended as permitted by this Section 29, the term "Agreement" shall thereafter be read as including all those amendments. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**GRANTOR:**

GOLDFRAME LLC, a Delaware limited liability company

By: Paul Clements

Name: PAUL CLEMENTS

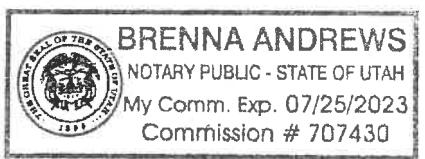
Title: AUTHORIZED REPRESENTATIVE

STATE OF Utah ,  
COUNTY OF Davis ) SS

This instrument was acknowledged before me on 5/5/, 2021, by Paul Clements the Authorized Representative of the Goldframe LLC, which individual is known to me to be the identical person who signed the foregoing instrument, and that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on 5/5/, 2021.

Signature of Notary: Brenna Andrews





GRANTEE:

CITY OF DEKALB, a home rule municipal corporation under the laws of the State of Illinois

By: Cohen Barnes

Name: Cohen Barnes

Title: Mayor

[SEAL]

My Commission expires: N/A

STATE OF )  
COUNTY OF ) SS

This instrument was acknowledged before me on August 10th, 2021, by Cohen Barnes the Mayor of the City of DeKalb, a home rule municipal corporation under the laws of the State of Illinois, which individual is known to me to be the identical person who signed the foregoing instrument, and that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on August 10th, 2021.  
Signature of Notary: [Signature]

OFFICIAL SEAL  
RUTH A SCOTT  
NOTARY PUBLIC, STATE OF ILLINOIS  
[SEAL] My Commission Expires July 24, 2022

My Commission expires: 7-24-2022

**EXHIBIT A**

**Legal Description of the Property**

Real property in the City of Dekalb, County of Dekalb, State of Illinois, described as follows:

LOT 1 IN DEKALB SUBDIVISION – PHASE 2, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 10, 2021, AS DOCUMENT 2021-001814, BEING A RESUBDIVISION OF ALL OF LOT 1 IN DEKALB SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2 AND PART OF THE NORTH HALF OF SECTION 1, ALL IN TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 2020, AS DOCUMENT 2020-003774, ALL IN THE OFFICE OF THE RECORDER, DEKALB COUNTY, ILLINOIS.

**EXHIBIT B****Legal Description of Easement Area**

THAT PART OF LOT 1 IN DEKALB SUBDIVISION – PHASE 2, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 10, 2021, AS DOCUMENT 2021-001814, BEING A RESUBDIVISION OF ALL OF LOT 1 IN DEKALB SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2 AND PART OF THE NORTH HALF OF SECTION 1, ALL IN TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 2020, AS DOCUMENT 2020-003774, ALL IN THE OFFICE OF THE RECORDER, DEKALB COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERN CORNER OF LOT 1 IN SAID PHASE 2 SUBDIVISION; THENCE NORTH 89 DEGREES 57 MINUTES 05 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE NAD83 BROUGHT UP TO GROUND COORDINATES) ALONG A SOUTHERN LINE OF SAID LOT 1, A DISTANCE OF 20.00 FEET TO A POINT LYING 20 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST PARALLEL WITH AND 20 FEET EASTERLY OF THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 637.77 FEET TO THE **POINT OF BEGINNING** OF THIS EASEMENT DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST PARALLEL WITH AND 20 FEET EASTERLY OF THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 60.65 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 43 SECONDS EAST PARALLEL WITH AND 20 FEET EASTERLY OF THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 911.64 FEET; THENCE NORTH 24 DEGREES 45 MINUTES 02 SECONDS EAST 65.36 FEET TO A NORTHWESTERN LINE OF SAID LOT 1; THENCE NORTH 46 DEGREES 12 MINUTES 14 SECONDS EAST ALONG A NORTHWESTERN LINE OF SAID LOT 1, A DISTANCE OF 14.41 FEET TO A POINT LYING 55 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF SAID LOT 1; THENCE SOUTH 02 DEGREES 15 MINUTES 43 SECONDS WEST PARALLEL WITH AND 55 FEET EASTERLY OF THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 12.36 FEET; THENCE SOUTH 24 DEGREES 45 MINUTES 02 SECONDS WEST 65.36 FEET TO A POINT LYING 30 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE AFORESAID WESTERN LINE OF LOT 1; THENCE SOUTH 02 DEGREES 15 MINUTES 43 SECONDS WEST PARALLEL WITH AND 30 FEET EASTERLY OF THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 909.50 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 30 SECONDS WEST PARALLEL WITH AND 30 FEET EASTERLY OF THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 60.50 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 30 SECONDS WEST 10.00 FEET TO THE **POINT OF BEGINNING** OF THIS EASEMENT DESCRIPTION, CONTAINING 10,427 SQUARE FEET OR 0.239 ACRES, MORE OR LESS.

**EXHIBIT C**

Depiction of Easement Area

[see attached]



goldframe LLC

Legal

WEST LINE SW. 1/4  
SECTION 35-40-4

SW. CORNER OF THE SW. 1/4  
OF SECTION 35-40-4

N. LINE NW. 1/4 SECTION  
2-39-4

**GURLER ROAD**

NW. CORNER OF THE NW.  
1/4 OF SECTION 2-39-4

R.O.W. HERETOFORE  
DEDICATED PER  
DOC. 2021-001814

R.O.W. HERETOFORE DEDICATED  
PER DOC. 1973-375200

EASTERN R.O.W. ILLINOIS  
ROUTE 23 PER DOC.  
1973-375200

**ROUTE 23**

12.36'  
25'  
65.36'

PROPOSED 20' SANITARY  
SEWER AND UTILITY  
EASEMENT (TYP.)

PROPOSED 10' MUNICIPAL AND  
UTILITY EASEMENT (TYP.)

20' (TYP.)  
10' (TYP.)

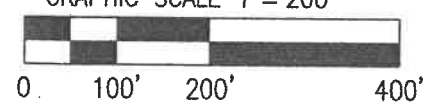
LOT 1  
DeKALB SUBDIVISION - PHASE 2  
(PER DOC. 2021-001814)

60.95'  
30'

PROPOSED 20' SANITARY  
SEWER AND UTILITY  
EASEMENT (TYP.)



GRAPHIC SCALE 1"=200'



SOUTHWEST CORNER - LOT 1

SOUTH LINE - LOT 1

**EXHIBIT C**  
**(Temporary Grading Easement Agreement)**

This document prepared by and  
after recording return to:

M. Johnny Pinjuv  
Taft Stettinius & Hollister LLP  
111 E. Wacker Drive, Suite 2800  
Chicago, IL 60601



2021010496

DOUGLAS J. JOHNSON  
RECORDER - DEKALB COUNTY, IL

RECORDED: 8/11/2021 02:30 PM  
REC FEE: 56.00 RHSPS FEE: 9.00

PAGES: 16

Above Space for Recorder's Use Only

### TEMPORARY EASEMENT AGREEMENT

August 9, 2021 and is made by **GOLDFRAME LLC**, a Delaware limited liability company (together with its successors and assigns and their respective successors and assigns the "**Grantor**"), and is granted to the **CITY OF DEKALB**, a home rule municipal corporation under the laws of the State of Illinois (together with its permitted successors and assigns and their respective successors and assigns, the "**Grantee**").

### **RECITALS**

- A. Grantor is the fee owner of certain real property located in the City of DeKalb, County of DeKalb, Illinois, legally described on Exhibit A attached hereto and made a part hereof (the "**Property**").
- B. Grantor is willing to grant to Grantee, and Grantee is willing to receive, a non-exclusive, temporary easement in and along the northwestern portion of the Property immediately adjacent to Illinois State Route 23 and Gurler Road that is legally described on Exhibit B attached hereto and made a part hereof and depicted on Exhibit C attached hereto and made a part hereof (the "**Easement Area**") for the purpose of grading the elevation of the Easement Area or portions thereof (the "**Grading Work**") as may be necessary in connection with Grantee's development of the intersection of Route 23 and Gurler Road (the "**Intersection**").
- C. Grantee and Grantor desire to enter into this Agreement to provide for such easement in connection with Grantee's performance of the Grading Work.

**NOW, THEREFORE**, in and for consideration of the mutual covenants, terms, conditions, restrictions, and other provisions set forth herein and for other good and valuable consideration exchanged between Grantee and Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Grading Easement.** Grantor hereby grants and conveys to Grantee and Grantee's successors and assigns, and Grantee hereby accepts from Grantor, pursuant to the provisions hereof, a non-exclusive, temporary easement, privilege, right, and authority (the "**Temporary Grading Easement**") in, through, under, upon, over, across, along, and throughout the Easement Area for the purpose of performing the Grading Work and facilitating the development of the Intersection.
2. **Use of Temporary Grading Easement.** Pursuant to the Temporary Grading Easement, Grantee may use the Easement Area to: (i) stage machinery and equipment and otherwise facilitate the Grading Work; (ii) temporarily store materials and operate equipment within the Easement Area during periods of construction, if necessary, provided that the temporary storage of materials and operation of equipment does not materially interfere with or materially adversely impact Grantor's use or operation of the Property; and (iii) perform Grading Work and culvert installations which may alter the topography and drainage characteristics of the Easement Area as is reasonable, necessary, and proper in relation to Grantee's development of the Intersection.. If any trees or foliage materially interfere with the Grading Work, the parties shall coordinate in good faith to agree upon which trees or foliage need to be cut, trimmed, or removed, and once such trees or foliage are identified Grantor shall cut, trim, or remove said trees or foliage as necessary. Grantor hereby covenants and agrees with the Grantee that, at all times during which the Temporary Grading Easement is in effect, no buildings or structures, or replacement thereof or additions thereto, or obstructions will be erected or constructed above or below grade within the Easement Area, no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee. Grantee shall conduct its activities within Easement Area expeditiously to minimize any interference with any of Grantor's use of the Easement Area or business operations on the Property.
3. **Access.** Grantee shall, upon providing at least forty-eight (48) hours' written notice (which may be delivered via email) to Grantor, be permitted to access the Easement Area for the uses authorized by Section 2 of this Agreement (except in cases of an emergency where Grantee shall be permitted immediate access and provide notice within a reasonable period of time thereafter). In exercising its rights under this Agreement, Grantee agrees not to unreasonably interrupt Grantor's use of the Property, and if any interruption is necessary, the same shall be temporary in nature and designed to limit any disruption to the use of the Property.
4. **Authority.** Each party represents and warrants that it has the authority to execute this Agreement, and each individual signing on behalf of a party to this Agreement states that: (a) he or she is the duly authorized representative of that party; and (b) his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the individual is signing.
5. **Costs and Lien-Free Construction.** Grantee shall bear and promptly pay, without the imposition of any lien or charge on or against all or any portion of the Property, all costs and expenses incurred by Grantee in connection with the Grantee's activities within the Easement Area. Grantee hereby acknowledges and agrees that if any lien is filed against the Property by any contractor or supplier of Grantee or Grantee's General Contractor as a result of the Temporary Grading Easement or Grantee's activities in the Easement Area and Grantee has not had the lien removed of record within thirty (30) days after the date of the initial filing of the lien, then Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law or in equity or both.
6. **Compliance with Laws.** Grantee shall obtain all permits required for its activities within the Easement Area. Grantee hereby represents that it is in compliance with all statutes, ordinances, rules, and regulations relating to its activities within the Easement Area, and nothing exists as of the date of this Agreement that would be considered a violation of such statutes, ordinances, rules, or regulations.

Grantee shall not use the Temporary Grading Easement or the Easement Area in any way, directly or indirectly, to facilitate any act that would constitute bribery or an illegal kickback, or would otherwise violate any applicable anti-corruption law. Each of Grantee and Grantor represents and warrants to the other that the representing party is not a person that is the target of any economic sanctions administered or enforced by the United States (including the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State) and/or the United Nations.

7. **Safety and Conditions at Work Site.** Grantee shall be solely responsible for providing and maintaining safe conditions related to or concerning Grantee's operations within the Easement Area, including the safety of all persons and property, in connection with any work or other activities by Grantee and its contractors within the Easement Area. Grantee shall keep the Easement Area and adjacent areas clean at all times Grantee performs any work or other activities within the Easement Area and shall, upon completion of any work, leave the Easement Area and adjacent areas in a clean, orderly, and safe condition. Grantee shall be fully responsible for the protection of all public and private property and persons from Grantee's construction operations. Grantee shall, at its sole cost and expense, repair or replace any damage to or loss suffered by the Easement Area, other private property, public property, and persons to the extent caused by Grantee's activities in the Easement Area. Grantor shall be solely responsible for providing and maintaining safe conditions related to or concerning Grantor's construction activities within or adjacent to the Easement Area, including the safety of all persons and property, in connection with any work or other activities by Grantor and its contractors within the Easement Area. Grantor shall keep the Easement Area and adjacent areas clean at all times Grantor performs any work or other activities within the Easement Area and shall, upon completion of any work, leave the Easement Area and adjacent areas in a clean, orderly, and safe condition. Grantor shall be fully responsible for the protection of all public and private property and persons from Grantor's construction operations. Grantor shall, at its sole cost and expense, repair or replace any damage to or loss suffered by Grantee in the Easement Area to the extent caused by Grantor's activities.

8. **Restoration.** If any portion of the Easement Area and any improvements, landscaping, and plantings therein are damaged or disturbed by Grantee's activities within the Easement Area, Grantee shall, at Grantee's cost and expense, cause such portion of the Easement Area to be restored to the condition it was in immediately before the commencement of the activity, including, without limitation, the replacement or restoration of all fences, roads, plantings, landscaping, and improvements, and the replacement of any natural grass removed by Grantee by seeding with good quality seed; provided, however, Grantee shall not be required to replace or grade any topsoil removed or disturbed by Grantee pursuant this Agreement. If Grantee fails to restore the Easement Area as required by this Section 8, then Grantor shall have the right, but not the obligation, to perform the restoration at the sole cost and expense of Grantee. All costs of the restoration shall be due and payable to Grantor by Grantee on demand.

9. **Reservation of Rights.** Grantor reserves all right, title, and interest in and to the Easement Area and Grantor may use and enjoy the Easement Area for any purpose, including, without limitation, the installation by Grantor of private utilities in, through, under, upon, over, across, along, and throughout the Easement Area, so long as Grantor's use of the Easement Area does not deny Grantee the practical use and enjoyment of the Temporary Grading Easement. Grantor shall have the right to grant additional easement rights in the Easement Area to other individuals or entities, provided same shall not otherwise adversely affect any of Grantee's rights herein. Grantor's use and enjoyment of the Easement Area shall not interfere with or adversely affect any of Grantee's rights herein.

10. **Covenants Running with the Land.** The parties hereby acknowledge and agree that the Provisions in this Agreement, including the obligations imposed and the Temporary Grading Easement and other rights conferred, are intended to, and do, constitute covenants that run with the land. This Agreement and its Provisions bind and benefit the parties and shall inure to the benefit of and be binding on each party's successors (which includes successors in interest by way of merger, conversion,

acquisition, or otherwise) and assigns. However, this Section 10 is not to be construed to create or confer any right of assignment where one does not exist. Any attempted assignment or delegation by Grantee other than pursuant to the terms hereof shall be *void ab initio*.

11. **Termination.** Upon completion of the Intersection, this Agreement and the Temporary Grading Easement shall automatically terminate and be of no further force or effect, the parties hereto shall have no further obligations to one another with regard to this Agreement or the Temporary Grading Easement, and Grantee shall execute and record the Termination of Easement Agreement attached hereto as Exhibit D.

12. **Liability After Transfer of Ownership.** Grantor, after conveyance of its interest in the Property to a third party, shall not be liable for any breach under this Agreement occurring after conveyance of its interest, and the third party shall automatically assume and be bound by the obligations and other Provisions of this Agreement, which run with the Property.

13. **Grantor Not Liable.** In no event shall Grantor or Grantor's officers, invitees, agents, employees, partners, managers, members, successors, or assigns (collectively, the "**Grantor Parties**") be liable for any damage to, or loss of, personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured.

14. **Indemnification.** Grantee shall indemnify, defend, and hold Grantor and the Grantor Parties harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including without limitation reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from or by reason of Grantee's access to or use of the Easement Area or from Grantee's activities within the Easement Area.

15. **Insurance.** Grantee shall maintain, at its expense, and shall keep in full force and effect at all times during the term of this Agreement, commercial general liability insurance for bodily injury or property damage arising out of its use of the Easement Area (the "**Grantee Policy(ies)**"). The Grantee Policy(ies) shall be issued by a financially responsible insurer or insurers authorized to transact insurance business in the State of Illinois. Further, the Grantee Policy(ies) shall name Grantor, its successors and/or assigns (as their interests may appear) as additional insureds with respect to liabilities arising from use of the Easement Area by Grantee, and shall have a combined single limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence. The required limits may be met by any combination of self-insurance, primary and excess liability policies. The Grantee Policy(ies) may be written by any master policy of insurance that covers other property. Upon request, Grantee shall promptly provide to Grantor a certificate of insurance evidencing the Grantee Policy(ies). All insurance policies shall be from an insurer reasonably acceptable to Grantor. Prior to making any entry onto the Property, Grantee shall furnish to Grantor for each insurance policy required under this Agreement a certificate of insurance evidencing the policy and required coverages.

16. **Default and Remedies.** A breach of any Provision in this Agreement is a default under this Agreement. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law or in equity, including mandamus. Specifically, this Agreement may be enforced by restraining orders and injunctions (temporary, preliminary, mandatory, or permanent) prohibiting interference with use of the Temporary Grading Easement and mandating compliance with the Provisions hereof. Restraining orders and injunctions will be available on proof of the existence of interference or threatened interference, without the necessity of proof of the inadequacy of other legal remedies or irreparable harm. Each party hereby acknowledges the inadequacy of legal remedies and the irreparable harm that would be caused by any existing interference or threatened interference. Restraining orders and injunctions will be available only to the parties to this Agreement and their respective successors and assigns; provided, however, that the act of obtaining an injunction or restraining order will

not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. The rights and remedies in this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

17. **No Waivers.** Any waiver of any Provision or of any breach of any Provision in this Agreement shall be in writing and signed by the party waiving the Provision or breach. No waiver of any breach of any Provision herein shall be deemed a waiver of any preceding or succeeding breach thereof or of any other Provision herein. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

18. **Attorneys' Fees.** If any suit, action, or proceeding is brought by either party against the other party in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the prosecution or defense of the suit, action, or proceeding.

19. **Notices.** All notices, waivers, requests, demands, and consents required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the day following deposit with the courier; or (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third day following deposit with the United States Postal Service. Any party shall change its address for purposes of this Agreement by giving written notice as provided in this Section 19, and notices, waivers, requests, demands, and consents shall only be valid if served in the manner provided. "**Business Day(s)**" means all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays by the State of Illinois and/or the US Federal Government.

If to Grantee:

City of DeKalb  
Attn: City Manager  
164 E. Lincoln Hwy.  
DeKalb, IL 60115

with a copy to:

Donahue and Rose, PC  
Attn: John Donahue and Matthew Rose  
9501 W. Devon Avenue, Suite 702  
Rosemont, IL 60018

If to Grantor:

Goldframe LLC  
1 Hacker Way  
Menlo Park, CA 94025  
Attention: Data Center Site Selection Manager

with a copy to:

Goldframe LLC  
1 Hacker Way  
Menlo Park, CA 94025

Attention: Data Center Counsel

20. **Time of the Essence.** Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

21. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Illinois. Grantor and Grantee consent to personal jurisdiction and venue in the county and circuit courts located in DeKalb County, Illinois, which courts shall have exclusive jurisdiction over any suit, action, or proceeding (whether contract, tort, or otherwise or in law or equity) arising out of or in connection with this Agreement.

22. **Partial Invalidity.** Any Provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability without rendering invalid or unenforceable the remaining Provisions of this Agreement or affecting the validity or enforceability of any of the Provisions of this Agreement in any other jurisdiction. If any Provision of this Agreement is so broad as to be unenforceable, the Provision will be interpreted to be only so broad as is enforceable.

23. **Easements, Rights, and Obligations Subject to Existing Restrictions.** The Temporary Grading Easement, rights, and obligations in this Agreement are made subject to: (a) any and all existing covenants, conditions, restrictions, and easements of record affecting the Easement Area; and (b) all applicable building and zoning codes and ordinances.

24. **Recording the Agreement.** The parties agree that this Agreement may be recorded in the recorder's office for the County of DeKalb, Illinois.

25. **No Public Dedication of Easement Area.** Except as specifically set forth herein, nothing in this Agreement shall be construed or deemed to confer on the general public any rights whatsoever with respect to the Easement Area and Grantor reserves the right to do all things reasonably necessary to prevent the assertion of any claim stating otherwise.

26. **Headings.** Headings and captions used in this Agreement are for convenience only, do not define or limit the scope of this Agreement, and are not intended to interpret or change the meaning of any of the Provisions of this Agreement.

27. **Singular or Plural.** The singular of any term, including any defined term, in this Agreement shall include the plural, and the plural of any term, including any defined term, in this Agreement, shall include the singular.

28. **Further Assurances.** Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing things, acts, and documents do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.

29. **Counterparts; Amendments.** This Agreement may be executed in counterparts and, when executed and delivered by all parties in person, shall become one (1) integrated agreement enforceable on its Provisions. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended, except in a writing signed by each



party hereto or their respective successors or assigns; provided, however, that Grantee may, pursuant to and in accordance with the provisions of Section 11 of this Agreement, terminate this Agreement by executing the Termination of Easement Agreement attached hereto as Exhibit D. If amended as permitted by this Section 29, the term "Agreement" shall thereafter be read as including all those amendments. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**GRANTOR:**

GOLDFRAME LLC, a Delaware limited liability company

By: Paul Clements

Name: PAUL CLEMENTS

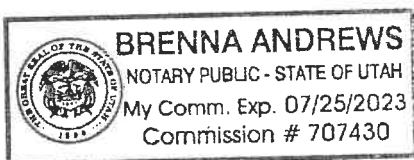
Title: AUTHORIZED REPRESENTATIVE

STATE OF Utah,  
COUNTY OF Davis } SS

This instrument was acknowledged before me on 5/5/, 2021, by Paul Clements the authorized Representative of the Goldframe LLC, which individual is known to me to be the identical person who signed the foregoing instrument, and that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on 5/5/, 2021.

Signature of Notary: Brenna Andrews





GRANTEE:

CITY OF DEKALB, a home rule municipal corporation under the laws of the State of Illinois

By: Cohen Barnes

Name: Cohen Barnes

Title: Mayor

[SEAL]

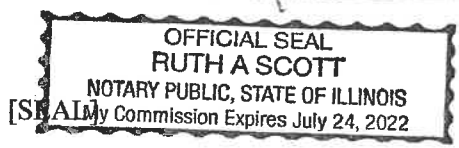
My Commission expires: N/A

STATE OF )  
COUNTY OF ) SS

This instrument was acknowledged before me on August 10th, 2021, by Cohen Barnes the Mayor of the City of DeKalb, which individual is known to me to be the identical person who signed the foregoing instrument, and that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on August 10th, 2021.

Signature of Notary: [Signature]



My Commission expires: 7-24-2022

## **EXHIBIT A**

### **Legal Description of the Property**

Real property in the City of Dekalb, County of Dekalb, State of Illinois, described as follows:

LOT 1 IN DEKALB SUBDIVISION – PHASE 2, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 10, 2021, AS DOCUMENT 2021-001814, BEING A RESUBDIVISION OF ALL OF LOT 1 IN DEKALB SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2 AND PART OF THE NORTH HALF OF SECTION 1, ALL IN TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 2020, AS DOCUMENT 2020-003774, ALL IN THE OFFICE OF THE RECORDER, DEKALB COUNTY, ILLINOIS.

**EXHIBIT B**

## Description of Easement Area

THAT PART OF LOT 1 IN DEKALB SUBDIVISION – PHASE 2, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 10, 2021, AS DOCUMENT 2021-001814, BEING A RESUBDIVISION OF ALL OF LOT 1 IN DEKALB SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2 AND PART OF THE NORTH HALF OF SECTION 1, ALL IN TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 2020, AS DOCUMENT 2020-003774, ALL IN THE OFFICE OF THE RECORDER, DEKALB COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERN CORNER OF LOT 1 IN SAID PHASE 2 SUBDIVISION; THENCE NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE NAD83 BROUGHT UP TO GROUND COORDINATES) ALONG THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 412.42 FEET TO THE **POINT OF BEGINNING** OF THIS EASEMENT DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST ALONG THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 286.50 FEET TO A BEND POINT; THENCE NORTH 02 DEGREES 15 MINUTES 43 SECONDS EAST ALONG THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 925.63 FEET TO A BEND POINT; THENCE NORTH 46 DEGREES 12 MINUTES 14 SECONDS EAST ALONG A NORTHWESTERN LINE OF SAID LOT 1, A DISTANCE OF 100.76 FEET TO THE NORTHERN LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST ALONG THE NORTHERN LINE OF SAID LOT 1, A DISTANCE OF 598.79 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 44 SECONDS WEST PERPENDICULAR TO THE NORTHERN LINE OF SAID LOT 1, A DISTANCE OF 110.00 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 16 SECONDS WEST PARALLEL WITH AND 110 FEET SOUTHERLY OF THE NORTHERN LINE OF SAID LOT 1, A DISTANCE OF 540.00 FEET TO A POINT LYING 120 FEET SOUTHEASTERLY OF (MEASURED PERPENDICULAR TO) THE AFORESAID NORTHWESTERN LINE OF SAID LOT 1; THENCE SOUTH 46 DEGREES 12 MINUTES 14 SECONDS WEST PARALLEL WITH AND 120 FEET SOUTHEASTERLY OF THE NORTHWESTERN LINE OF SAID LOT 1, A DISTANCE OF 25.55 FEET TO A POINT LYING 115 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF SAID LOT 1; THENCE SOUTH 02 DEGREES 15 MINUTES 43 SECONDS WEST PARALLEL WITH AND 115 FEET EASTERLY OF THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 450.00 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 17 SECONDS EAST 20.00 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 43 SECONDS WEST 80.00 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 17 SECONDS WEST 35.00 FEET TO A POINT LYING 100 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF SAID LOT 1; THENCE SOUTH 02 DEGREES 15 MINUTES 43 SECONDS WEST PARALLEL WITH AND 100 FEET EASTERLY OF THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 340.53 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 30 SECONDS WEST PARALLEL WITH AND 100 FEET EASTERLY OF THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 285.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 30 SECONDS WEST 100.00 FEET TO THE **POINT OF BEGINNING** OF THIS EASEMENT DESCRIPTION, CONTAINING 198,547 SQUARE FEET OR 4.558 ACRES, MORE OR LESS.

**EXHIBIT C**

**Depiction of Easement Area**

[see attached]

Legal

WEST LINE SW. 1/4  
SECTION 35-40-4

SW. CORNER OF THE SW. 1/4  
OF SECTION 35-40-4

N. LINE NW. 1/4 SECTION  
2-39-4

**GURLER ROAD**

NW. CORNER OF THE NW. 1/4  
OF SECTION 2-39-4

R.O.W. HERETOFORE  
DEDICATED PER  
DOC. 2021-001814

EASTERN R.O.W. ILLINOIS  
ROUTE 23 PER DOC.  
1973-375200

R.O.W. HERETOFORE DEDICATED  
PER DOC. 1973-375200

**ROUTE 23**

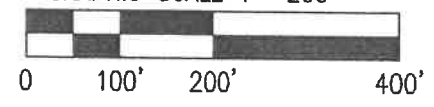
PROPOSED TEMPORARY  
GRADING EASEMENT

**LOT 1**  
**DeKALB SUBDIVISION - PHASE 2**  
(PER DOC. 2021-001814)

PROPOSED TEMPORARY  
GRADING EASEMENT

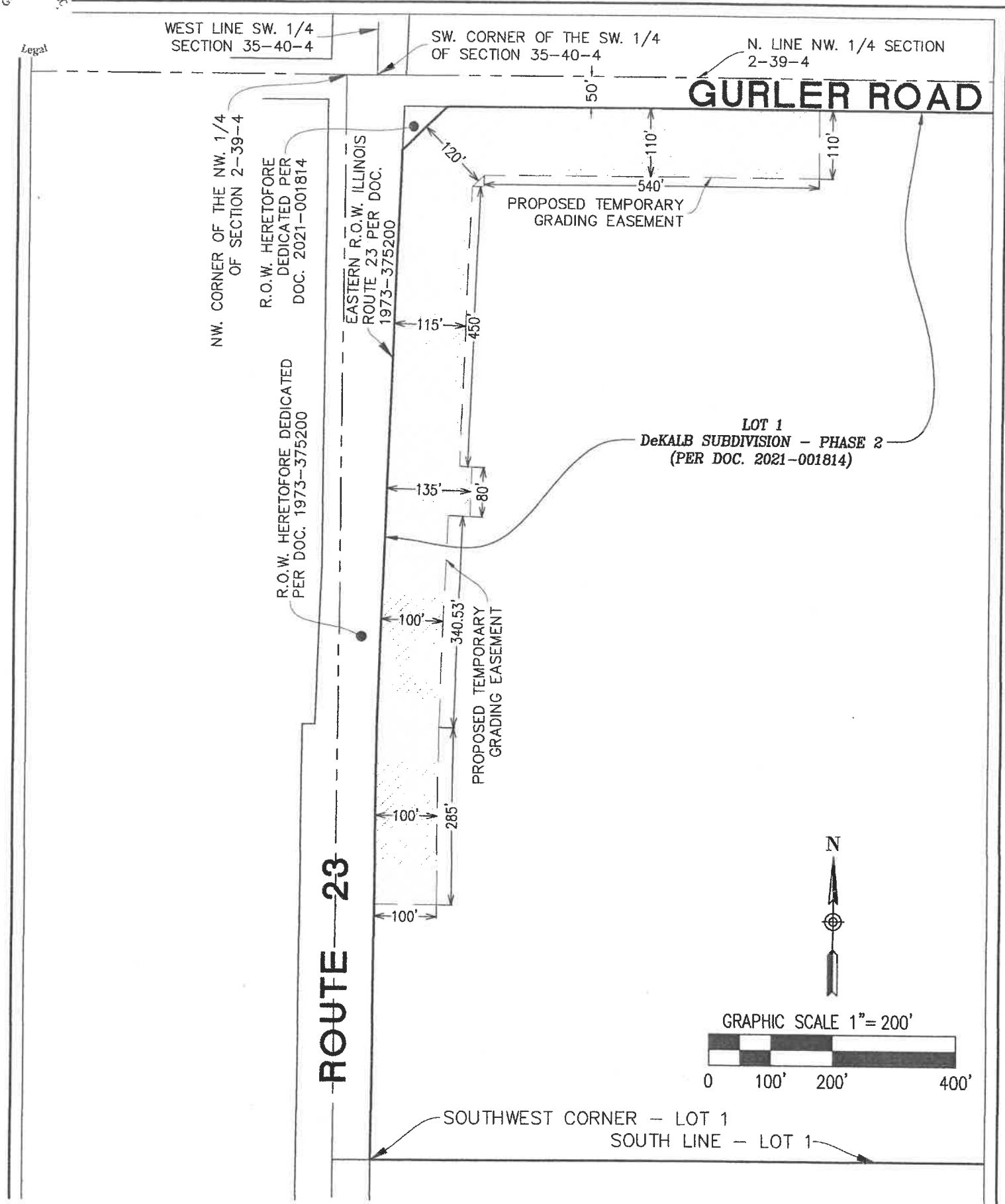


GRAPHIC SCALE 1" = 200'



SOUTHWEST CORNER - LOT 1

SOUTH LINE - LOT 1



**EXHIBIT D**

**Termination of Easement**

[see attached]



This document prepared by and  
after recording return to:

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Above Space for Recorder's Use Only

**TERMINATION OF TEMPORARY EASEMENT AGREEMENT**

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF DEKALB**, a home rule municipal corporation under the laws of the State of Illinois (the "**Grantee**"), hereby releases and terminates that certain Temporary Easement Agreement dated \_\_\_\_\_, 2021, which Easement Agreement was recorded on \_\_\_\_\_, 2021 as document number \_\_\_\_\_ in Book \_\_\_\_ Page \_\_\_\_ of the DeKalb County, Illinois records.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantee has executed this Termination of Temporary Easement Agreement as of the date first above written.

**GRANTEE:**

CITY OF DEKALB, a home rule municipal corporation under the laws of the State of Illinois

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF                    )  
                                  )       SS  
COUNTY OF                )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ the \_\_\_\_\_ of the CITY OF DEKALB, a home rule municipal corporation under the laws of the State of Illinois, which individual is known to me to be the identical person who signed the foregoing instrument, and that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on \_\_\_\_\_, 20\_\_\_\_.

Signature of Notary: \_\_\_\_\_

[SEAL]

My Commission expires: \_\_\_\_\_

Karl D. Camillucci  
312.836.4085  
kcamillucci@taftlaw.com

July 15, 2021

Matthew Rose  
Donahue & Rose, PC  
9501 W. Devon Ave.  
Ste. 702  
Rosemont, IL 60018

Dear Matthew:

Enclosed please find copies of the easement agreements executed by Goldframe, LLC. As we discussed, please have them executed and recorded by the City of DeKalb. Please return the fully executed and recorded copies to my attention.

Thank you.

Sincerely,

Taft Stettinius & Hollister LLP

*Karl Camillucci*

Karl D. Camillucci

KDC:ec/70642363

*Done*  
*Rec'd & Sch. copy*  
*+ send FB the originals.*