

**GRANT OF PERPEPUAL EASMENTS AND
DECLARATION OF RESTRICTIONS**



THIS GRANT OF PERPETUAL EASEMENT AND DECLARATION OF RESTRICTIONS is made as the 18th day of October, 2002, by Rose M. Carlson ("Grantor") in favor of Urban Sites of Chicago, LLC, a Limited Liability Company of Illinois ("Grantee").

Grantor owns that certain real estate described on Exhibit A attached to and made a part hereof ("Grantor's Real Estate").

Grantor owns that certain real estate described on Exhibit B attached to and made a part hereof ("Grantee's Real Estate").

Grantee wishes to acquire certain perpetual easements over, under upon and across the Real Estate, which easements will run with the land, and requires certain restrictions on the use of the real estate to protect the value of said easements.

Grantor is willing to grant such easements to Grantee and to impose such restrictions in connection therewith.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Access and Utility Easements.**

Grantor hereby grants to Grantee, and its grantees, successors and assigns, a perpetual non-exclusive easement for vehicular and pedestrian ingress to and egress from Grantee's Real Estate for the installation, maintenance, replacement, alteration, repair, operation and dismantling of an antenna and transmission facility ("Access Easement") and provision for utilities to service Grantee's Real Estate (Utility Easement) over, under, upon and across Grantor's Real Estate. This Utility Easement includes the right to install service connections and the transmission and distribution of electrical sounds and signals over, under, across or along the surface of the property and the right to enter the property for all such purposes.

2. **Interference Restrictions.** Grantor hereby imposes the following restrictions with respect to the Real Estate:

It is the essence of this Grant of Perpetual Easement that Grantor will not under penalty of damages and injunctive relief do or permit others to do the following: (i) make any improvements whatsoever on the Real Estate (owned or controlled by Grantor) that would interfere with or block access to the antenna transmission facilities on Grantee's Real Estate, or (ii) permit the erection or maintenance of an antenna transmission facility or equipment on Grantor's Real Estate (owned or controlled by Grantee) without the prior written approval by Grantee.

Additional Terms.

- (a) Notwithstanding anything to the contrary herein, all provisions of this Grant of Perpetual Easement and Declaration of Restrictions shall run with the land and

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are binding upon and shall inure to the benefit of the heirs, legal representative, assigns, successors and tenants of Grantee and Grantor.

- (b) The Grant of Perpetual Easement and Declaration of Restrictions shall be governed by the provisions hereof and by the laws of the State of Illinois as the same may from time to time exist without regard to conflicts of laws provision.
- (c) If any legal action or proceeding arising out of or relating to the Grant of Perpetual Easement and Declaration of Restrictions is brought by either party hereto, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorney's fees, costs and other expenses incurred in the action or proceeding by the prevailing party.
- (d) All notices and demands to be given by one party to the other party under this agreement shall be in writing, mailed to Grantor or Grantee, as the case may be, at the address set forth below. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt (or refusal of receipt) or two (2) business days after posting in the United State mail.

In Witness Whereof, this Reservation of Perpetual Easement and Declaration of Restrictions has been executed as of this ____ day of October A.D. 2002.

GRANTOR:

ROSE M. CARLSON
2126 Hidden Valley Drive, Crown Point, Indiana

By: Rose M. Carlson
Rose M. Carlson

GRANTEE:

URBAN SITES OF CHICAGO, LLC
6677 North Lincoln, Suite 210, Lincolnwood, IL 600712

By: Jerald I. Much
Jerald I. Much
Its: Manager

This document was prepared by and after recording
Return To: Jerald I. Much,
6677 N. Lincoln, Suite 210
Lincolnwood, IL 60712

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EXHIBIT "A"

(Grantor's Real Estate)

THE NORTH 324.83 FEET OF THE EAST 402.30 FEET OF THE WEST 1808.88 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART DESCRIBED AS FOLLOWS: THE SOUTH 28.00 FEET OF THE EAST 90.00 FEET OF THE WEST 140.00 FEET, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT "B"

(Grantee's Real Estate)

THE SOUTH 28.00 FEET OF THE EAST 90.00 FEET OF THE WEST 140.00 FEET OF THE NORTH 324.83 FEET OF THE EAST 402.30 FEET OF THE WEST 1808.88 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

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Acknowledgements

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rose M. Carlson, personally known to me to the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and he/she signed, sealed and delivered the said instrument in his/her said capacity and as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official, this 18th day of October, 2002



Notary Public

My Commission Expires 3/28/06



State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerald I. Much, Manager of URBAN SITES OF CHICAGO, LLC, personally known to me as the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and he/she signed, sealed and delivered the said instrument in his/her said capacity and as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official, this 18th day of October, 2002



Notary Public

My Commission Expires 6/12/06



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Page 4 of 4