

THIS INSTRUMENT PREPARED BY, AND
AFTER RECORDING RETURN TO:

JULIE WORKMAN, ESQ.
GARDNER, CARTON & DOUGLAS
191 NORTH WACKER DRIVE
SUITE 3700
CHICAGO, ILLINOIS 60606

Doc#: 0336434128
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 12/30/2003 01:19 PM Pg: 1 of 8

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made as of this 17th day of December, 2003 ("**Effective Date**"), between Arrow Pattern and Foundry, Co, and Illinois corporation ("**Grantor**") and TLC Properties, Inc., a Louisiana corporation ("**Grantee**"), whose principal place of business is located at 5551 Corporate Boulevard, Baton Rouge, Louisiana 70808.

RECITALS

WHEREAS, Grantor owns real property commonly known as 9725 Industrial Drive, Bridgeview, Cook County, Illinois ("**Property**"), which Property is legally described in **EXHIBIT A** attached hereto and incorporated herein,

WHEREAS, pursuant to that certain Lease dated April 17, 1996 (the "**Lease**") by and between Grantor and Grantee, Grantor has previously leased to Grantee a portion of the Property for use in connection with Grantee's outdoor advertising signs;

WHEREAS, Grantor desires to grant and establish certain easements upon and across the Property, such easements to be for the benefit of Grantee and future owners of the outdoor advertising structures currently located within the Property; and

WHEREAS, the parties mutually desire to enter into this Agreement by which Grantor grants to Grantee such an easement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and which includes covenants hereinafter contained to be kept and performed by the parties, Grantor and Grantee agree as follows:

- 1) **GRANT OF EASEMENT.** Grantor hereby grants unto Grantee an easement (the "**Easement**") that shall consist of a perpetual servitude of use that shall include the right to service, maintain, improve, relocate or replace any outdoor advertising structure on the Property. This right shall include but not be limited to a right of ingress and egress over and

UNOFFICIAL COPY

telecommunications devices (including but not limited to telecommunications towers and related ground facilities), a right to dig, lay, install, reconstruct and renew and to operate, maintain, replace and repair certain electrical service and other utility lines, if any, serving the aforesaid outdoor advertising structures and a right of view, prohibiting vegetation or improvements on the Property that would obstruct the view of the advertising structure from the adjoining highway. Grantee, its successors and assigns hereby specifically hold Grantor, its successors and assigns, free and harmless from any damages or injuries to any person or property caused by Grantee's construction or maintenance activities on the Property described herein. In addition, Grantee shall have the right to relocate the existing sign if necessary due to the exercise by the Illinois State Toll Highway Authority, its successors or assigns, of its rights under that certain Grant of Permanent Easement dated April 14, 1989 and recorded as Document No. 89188170, on which a portion of the foundation of the existing sign lies.

2) COVENANT NOT TO OBSTRUCT.

(a) Grantor, for itself, its successors and assigns, hereby agrees not to do anything whatsoever, or erect or install any improvement, vegetation, or like item whatsoever, on the Property, which would have the effect of obstructing or interfering with in any manner whatsoever the free and unobstructed view and visibility of the aforesaid outdoor advertising structures from any and all adjacent roads and highways including, but not limited to, Tri-State Tollway, also known as Illinois Route 294.

(b) Grantee, for itself, its successors and assigns, hereby agrees not to do anything whatsoever, or erect or install any outdoor advertising structures or any improvement, vegetation or like item whatsoever, on the Property, which would have the effect of obstructing or interfering with in any manner whatsoever the free and unobstructed view and visibility of any structure now or hereafter constructed or erected upon the Property from any and all adjacent roads and highways including, but not limited to, Tri-State Tollway, also known as Illinois Route 294.

3) **INDEMNITY AND INSURANCE.** Grantee, for itself, its successor, and assigns, hereby specifically agrees to and does hereby hold Grantor, its heirs, successors and assigns, free and harmless from any and all damages or injuries to person or property caused by the Grantee's construction or maintenance activities on the Property including, but not limited to, exercise of the rights granted to and conferred upon Grantee in accordance with the terms of this Agreement. Grantee further agrees to indemnify, defend and hold harmless Grantor, Oak Lawn Bank (the current lienholder of the Property), and the Property against any and all liability, loss, damage, costs or expenses (including reasonable attorney fees and costs of suit) on account of the rights granted to and conferred upon Grantee under the terms and conditions of this Agreement.

4) **LIENS.** In the event any mechanic's lien is filed against the Property as a result of services performed or materials furnished for the use of Grantee, Grantee agrees to cause such lien to be discharged prior to entry of final judgment (after all appeals) for the foreclosure of such lien and further agrees to indemnify, defend and hold harmless Grantor and the Property

UNOFFICIAL COPY

against liability, loss, damage, costs or expenses (including reasonable attorneys' fees and costs of suit) on account of such claim of lien.

5) REMEDIES AND ENFORCEMENT.

(a) All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by Grantor or Grantee of any of the easements, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) No Termination for Breach. Notwithstanding anything herein to the contrary, no breach hereunder shall entitle any owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon the Property made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of the Property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

- 6) **NOTICES.** All notices and other correspondence under this Agreement shall be in writing and delivered in person or sent by registered or certified mail by the United States Post Office, postage pre-paid at the addresses provided for in this Section. The parties may designate other addresses than those set forth herein from time to time by notifying the other party in writing. All notices and correspondence mailed as aforesaid shall be deemed to be given three days after the date of mailing.

GRANTOR: Arrow Pattern and Foundry Company
9725 Industrial Drive
Bridgeview, Illinois
Attention: John J. Kuchay
(708) 598-0300

GRANTEE: TLC Properties, Inc.
5551 Corporate Blvd.
Baton Rouge, LA 70808
Attn: Ricky Raven

With a copy to: Gardner, Carton & Douglas
191 North Wacker Drive, Suite 3700
Chicago, Illinois 60606
Attention: Julie M. Workman
Telephone No.: (312) 569-1232
Fax No.: (312) 569-3232

UNOFFICIAL COPY

- 7) **TERM.** The Easements herein granted shall continue in perpetuity and shall run with the land, unless this Agreement is modified, amended, cancelled or terminated by the written consent of Grantee, its successors or assigns, and the then fee title record owner of the Property.
- 8) **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the state of Illinois.
- 9) **ENTIRE AGREEMENT.** This Agreement embodies the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 10) **SUCCESSORS AND ASSIGNS.** All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors and permitted assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.
- 11) **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 12) **AUTHORITY TO EXECUTE.** Each person executing this Agreement on behalf of another person or entity or on behalf of either party to this Agreement represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of such person, entity or party to this Agreement and that upon execution, this Agreement shall be binding upon each of the parties hereto.
- 13) **INCORPORATION OF RECITALS AND EXHIBITS.** The foregoing Recitals and the attached Exhibits are hereby incorporated into and made a part of this Agreement as if fully set forth herein.
- 14) **SUBORDINATION.** This Agreement shall be expressly contingent upon the receipt by Grantee of a Subordination and Release Agreement executed by Grantor's mortgagee, if any.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

UNOFFICIAL COPY

EXECUTED AND AGREED as of the day and year first above written.

GRANTOR:

Arrow Pattern and Foundry, Co.

By: Joan J. Kuchay 12/18/03

Name: JOAN J. KUCHAY

Its: PRESIDENT

GRANTEE:

TLC COMPANIES, INC.

By: JM

Name: JOHN TERPSTRA

Its: VP/CM.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

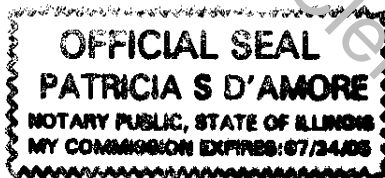
State of Illinois)
) SS.
 County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John G. Kushay personally known to me to be the President of Arrow Pattern and Foundry Co., and, a 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 he, s/he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as her/his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of December, 2003.

Patricia S. D'Amore
 Notary Public

Commission expires July 24, 2005



UNOFFICIAL COPY

State of Indiana
) SS.
County of Lake

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Jon Teptea personally known to me to be the V P / gm of TLC Properties, Inc., 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, s/he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as her/his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of December, 2003.

Virginia S. Winston
Notary Public

Commission expires July 26, 2007

VIRGINIA S. WINSTON
NOTARY PUBLIC, STATE OF INDIANA
RESIDENT OF LAKE COUNTY
MY COMMISSION EXP. JULY 26, 2007

UNOFFICIAL COPY

#4860

EXHIBIT A

PROPERTY

LOT 16 AND THE NORTHWESTERLY 41.30 FEET OF LOT 17 IN 95TH & TRI-STATE INDUSTRIAL DEVELOPMENT, A SUBDIVISION OF A PART OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 16; THENCE SOUTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 16; BEING A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,989.79 FEET, HAVING A CHORD BEARING OF SOUTH 39 DEGREES 36 MINUTES 48 SECONDS EAST, HAVING A CHORD OF 159.69 FEET, FOR AN ARC DISTANCE OF 159.71 FEET (RECORD 159.68 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 41 DEGREES 08 MINUTES 38 SECONDS EAST ALONG SAID NORTHEASTERLY LINE OF LOT 16 AND THE NORTHEASTERLY LINE OF SAID LOT 17 FOR A DISTANCE OF 75.39 FEET TO A POINT ON A LINE 41.30 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH, THE NORTHWESTERLY LINE OF SAID LOT 17; THENCE SOUTH 48 DEGREES 51 MINUTES 22 SECONDS WEST ALONG SAID LINE 22.0 FEET; THENCE NORTH 56 DEGREES 46 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 244.04 FEET TO SAID NORTHERLY LINE OF LOT 16; THENCE NORTH 48 DEGREES 51 MINUTES 22 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT 16 FOR A DISTANCE OF 92.0 FEET TO SAID POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

Address of Property: 9725 Industrial Drive, Bridgeview, IL

PIN: 23-12-200-019-0000