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Doc#: 0609031039 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/31/2006 10:28 AM Pg: 1 of 6

This document prepared by and
return to:
Richard W. Rappold
Marks, Marks & Kaplan, Ltd.
55 W. Monroe Street, Suite 3300
Chicago, IL 60603

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GRANT OF EASEMENTS FOR BILLBOARD SIGN

THIS AGREEMENT for Grant of Easements for Billboard ("Grant") made as of March 10, 2006, by and between U-Stor-It (60th St.), LLC, an Illinois limited liability company ("60th St.") and Coho Communications, LLC, an Illinois limited liability company ("Coho").

WITNESSETH

- A. 60th St. is the owner of a parcel of real property commonly known as 7101-7131 W. 60th St., Chicago, Illinois, which is legally described on Exhibit "A" and hereinafter referred to as the "Premises."
- B. Coho has purchased from 60th St. a portion of the Premises legally described on Exhibit "B" which is attached hereto and made a part hereof (the "Sign Parcel").
- C. Coho desires to obtain from 60th St. and 60th St. has agreed to grant to Coho a perpetual exclusive easement to allow construction, use, repair, replacement, maintenance and removal of a billboard structure and all signs thereon.

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and easement restrictions are hereby made:

1. Grant of Easement.

60th St. hereby grants to Coho and its employees, members, owners, contractors, subcontractors, agents, tenants, invitees, assigns and successors in interest as perpetual easements appurtenant to the Sign Parcel, as follows:

- a. an exclusive easement for use of the air rights over the Premises for the construction, use, repair, replacement, maintenance and removal of a billboard structure and sign or signs, the base and foundation of which are located on the Sign Parcel; and

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- b. a non-exclusive easement for vehicles, equipment, machinery and pedestrians under, over and on the Premises (i) for ingress and egress to and (ii) for construction, use, repair, replacement, maintenance and removal of, a billboard structure and sign(s) located on the Sign Parcel and above the Premises.

2. Mechanics' Liens. All construction undertaken by Coho its tenants, successors and assigns shall be completed free and clear of mechanic's and materialmen's liens, and Coho shall protect, defend, indemnify and hold 60th St. harmless from any such liens or claims of lien.

3. Running of Benefits and Burdens. All of the terms and provisions of this Grant including the benefits and burdens arising from or under the agreements, undertakings, duties and obligations herein set forth are covenants running with the land and, are binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in interest, tenants and any and all future owners and occupants of both the Premises and the Sign Parcel.

4. Governing Law. This Grant shall be governed by the internal laws of the State of Illinois, without resort to any choice of law principles.

5. Notices. All notices, invoices, consents or other instruments or communications ("Notices") provided for under this Grant shall be in writing, signed by or on behalf of the person giving the same, and shall be deemed properly given and received by the person receiving same (i) when actually delivered and received, if personally delivered or if sent via facsimile, (ii) three (3) business days after mailing, if sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) one (1) business day after being sent by overnight delivery service to the following addresses:

If to 60th St.:

U-Stor-It (60th St.), LLC
Attn: Lawrence S. Nora
1524 Davis Road
Elgin, IL 60123
Telephone: (847) 622-1995
Facsimile: (847) 622-1998

If to Coho:

Coho Communications, LLC
Attn: Lawrence S. Nora
1524 Davis Road
Elgin, IL 60123
(847) 622-1995
(847) 622-1998

with a copy to:

Richard W. Rappold
55 West Monroe Street

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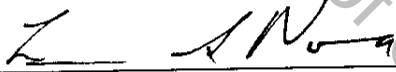
Suite 3300
Chicago, Illinois 60603
Telephone: (312) 332-5200
Facsimile: (312) 332-2952

The address of a party may be changed by Notice given as provided at least seven (7) days in advance.

IN WITNESS WHEREOF, the parties consent to this Agreement as of the date set forth above.

GRANTEE:


COHO COMMUNICATIONS, LLC,
an Illinois limited liability company

By: 
Lawrence S. Nora, Manager

GRANTOR:

U-Stor-It (60th St.) LLC,
an Illinois limited liability company

By: Bluegill, LLC, its manager

By: 
Lawrence S. Nora, Manager

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STATE OF ILLINOIS)
) SS
COUNTY OF Boone)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Lawrence S. Nora, manager of Bluegill, LLC in its capacity as manager of U-Stor-It (60th St.), an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of March, 2006.



Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF Boone)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify, that Lawrence S. Nora, personally known to me to be the manger of Coho Communications, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrur ent, appeared before me this day in person and acknowledged that he signed and delivered said instrument on behalf of said company as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29 day of March, 2006.



Notary Public

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EXHIBIT A

Legal Description - Premises

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

BLOCK 5 (EXCEPT THE WEST 17 FEET THEREOF) IN HARLEM -SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPT THEREFROM THAT PART (BEING THE PREMISES CONVEYED TO COHO COMMUNICATIONS, L.L.C. BY DEED RECORDED JANUARY 24, 2002 AS DOCUMENT NO. 0020100855) THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE PARCEL; THENCE NORTH 87 DEGREES 40 MINUTES 06 SECONDS EAST ON THE SOUTH LINE OF SAID BLOCK 5, A DISTANCE OF 67.32 FEET; THENCE NORTH 2 DEGREES 12 MINUTES 43 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID BLOCK 5, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 47 MINUTES 17 SECONDS EAST 5.00 FEET; THENCE NORTH 2 DEGREES 12 MINUTES 43 SECONDS WEST 5.00 FEET; THENCE SOUTH 87 DEGREES 47 MINUTES 17 SECONDS WEST 5.00 FEET; THENCE SOUTH 2 DEGREES 12 MINUTES 43 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN NO.: 19-18-304-021-0000 = THE EAST 150 FEET
19-18-304-024-0000 = THE REMAINDER OF THE LAND

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EXHIBIT B

Legal Description - Sign Parcel

THAT PART OF BLOCK 5 (EXCEPT THE WEST 17.00 FEET THEREOF) IN HARLEM 63RD RESUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER IN SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE PARCEL; THENCE NORTH 87 DEGREES 40 MINUTES 06 SECONDS EAST ON THE SOUTH LINE OF SAID BLOCK 5, A DISTANCE OF 67.32 FEET; THENCE NORTH 2 DEGREES 12 MINUTES 43 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID BLOCK 5, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 47 MINUTES 17 SECONDS EAST 5.00 FEET; THENCE NORTH 2 DEGREES 12 MINUTES 43 SECONDS WEST 5.00 FEET; THENCE SOUTH 87 DEGREES 47 MINUTES 17 SECONDS WEST 5.00 FEET; THENCE SOUTH 2 DEGREES 12 MINUTES 43 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS.