This document was drafted by and after recording please return to:

Steven L. Ritt, Esq.
Matthew C. Carlson, Esq.
Michael Best & Friedrich LLP
One South Pinckney Street, 7<sup>th</sup> Floor
P.O. Box 1806
Madison, WI 53701-1806
(608) 257-3501

Doc#: 0731715132 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/13/2007 03:03 PM Pg: 1 of 10

### TRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (this "Amendment") is made and entered into as cî November 1, 2007, by and between AMB PROPERTY II, L.P. ("Grantor") and CROWN CANTLE GT COMPANY LLC ("Grantee").

#### RECITALS:

- A. Grantor is the owner of cenain real property located at 255 Willie Road, Des Plaines, Illinois, as legally described on <u>Exhibit A</u> attached hereto and depicted on <u>Exhibit B</u> attached hereto.
- B. K & R Delivery, Inc., predecessor in interest to Grantor, and Chicago SMSA Limited Partnership, predecessor in interest to Grantee, and AJF Warehouse Dist., Inc., d/b/a AJF Leasing, as Adjoining Tenant, entered into that certain Easement Agreement dated as of January 21, 1992 which was recorded with the Cook County Recorder on May 7, 1992, as Document No. 92312028 (the "Easement Agreement").
- C. AJF Warehouse Dist., Inc., is no longer the Adjoining Tenant and has no current rights or interest in the Easement Property (as defined in the Easement Agreement).
- D. Grantor and Grantee entered into that certain Easement Relocation Agreement dated as of April 17, 2007, pursuant to which, among other things, the parties agreed to relocate the Easements granted in the Easement Agreement upon those certain terms and conditions set forth therein.
  - E. Grantor and Grantee desire to amend the Easement Agreement as provided herein.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged, parties agree as follows:

1. <u>Defined Terms</u>. Terms used but not defined herein shall have their respective meanings as set forth in the Easement Agreement.

### 2. Easement Property.

- a. Exhibit B of the Easement Agreement is hereby deleted in its entirety and replaced with Exhibit B attached hereto. Any and all references to Exhibit B of the Easement Agreement, or in any other document referencing Exhibit B of the Easement Agreement, shall be deemed to be Exhibit B as modified and amended hereby.
- b. Any and all references to the "Easement Property" in the Easement Agreement, or in any other document referencing the "Easement Property" described in the Easement Agreement, shall be deemed to be the Easement Property as modified and amended hereby.

## 3. Eisements.

- Fxhibit C of the Easement Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto. Any and all references to Exhibit C of the Easement Agreement, or in any other document referencing Exhibit C of the Easement Agreement, shall be deemed to be Exhibit C as modified and amended hereby. Without limitation the generality of the foregoing, Grantee hereby acknowledges and agrees that the Easements described in Exhibit C of the (original) Easement Agreement, and certain utility easements derivative of the Easements described in Exhibit C of the (original) Easement Agreement, have been vacated pursuant to that certain Plat of Vacation recorded in the Cook County Recorder's Office as Instrument No.
- b. Any and all references to the 'Easements' in the Easement Agreement, or in any other document referencing the "Easements" described in the Easement Agreement, shall be deemed to be the Easements as modified and amended hereby.
- 4. Adjoining Tenant; Fee. The parties acknowledge and agree that the Adjoining Tenant has no continuing interest in the Easement Property as a tenant or otherwise and that Adjoining Tenant has no continuing rights or interests pursuant to the Essement Agreement. The parties further acknowledge and agree that Grantor has succeeded to any such rights or interests of Adjoining Tenant in the Easement Property. Based on the foregoing:
- a. Section 1.2 of the Easement Agreement is hereby deleted in its entirety and the parties acknowledge and agree that there is no longer any obligation by any party to pay the Fee referenced therein.
  - b. References to the Other Lease are hereby deleted in their entirety.
- c. References to the Adjoining Tenant in Section 1.1, the last sentence of Section 1.9, and Section 1.11 are hereby deleted in their entirety.
- d. References to Adjoining Tenant in Sections 1.3, 1.4, 1.5, 1.7 and the first sentence of Section 1.9 shall be and hereby are deemed to be references to Grantor (and its heirs, assigns, successors, tenants and personal representatives, as applicable).

Relocation of Easement. Section 1.10 of the Easement agreement is hereby 5. deleted in its entirety and replaced with the following:

> "Grantor has the right to relocate, at Grantor's sole cost and expense, any Easement and designate alternative easement sites on the Easement Property (or such adjacent property as Grantor may then own). Grantor and Grantee agree to reasonably cooperate in connection with any such relocation so as not to disrupt Grantee's access to the Property or interrupt the provision of utility services to the Property. Grantor shall provide Grantee with thirty (30) days advance written notice of its decision to relocate any Easement (which such notice shall designate where such Easement shall be relocated) prior to commencing construction."

- Coverning Law. This Amendment shall be governed by, interpreted under and construed and enforcable with the laws of the State of Illinois.
- Severability If any term, covenant, or condition of this Amendment or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Amendment, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.
- Reaffirmation. Except as expressly modified by this Amendment, the terms and 8. conditions of the Easement Agreement shall remain in full force and effect. By signing below, the parties hereby ratify and confirm the provisions set forth in the Easement Agreement as same may be modified by this Amendment. From and after the date hereof, all references to the Easement Agreement shall be deemed to be to the Easement Agreement as amended hereby. No additional changes may be made to the Easement Agreement, as amended by this Amendment, except by an instrument in writing signed by the parties hereto.
- Counterparts. This Amendment may be executed in one or more counterparts, which together shall be deemed to be one and the same document. Office

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

GRANTOR:	GRANTEE:
AMB PROPERTY II, L.P., a Delaware limited partnership	CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company
By: Texas AMB I, LLC, a Delaware limited liability company its general partner  By: AMB Property Holding Corporation, a Maryland corporation, its managing member  By:	By:
ACKNOWLEDGMENT	ACKNOWLEDGMENT
STATE OF <u>Illinois</u> )  COUNTY OF <u>Cook</u> ) ss.	COUNTY OF COULCE ) ss.
James McGill	At 100 104 is +HT
and to me known to be the person who executed the foregoing instrument and acknowledged the same.	and to me known to be the person who
Baauthu	( )
Name: B.A. Author  Notary Public, State of <u>Illinois</u> My Commission: <u>7-27-11</u>	Name: Alba Simurez  Notary Public, State of Fluirus  My Commission: 8-(3-2011
B. A. AUTHUR OFFICIAL MY COMMISSION EXPIRES JULY 27, 2011	"OFFICIAL SEAL"  ALBA L. JIMENEZ  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 8/13/2011

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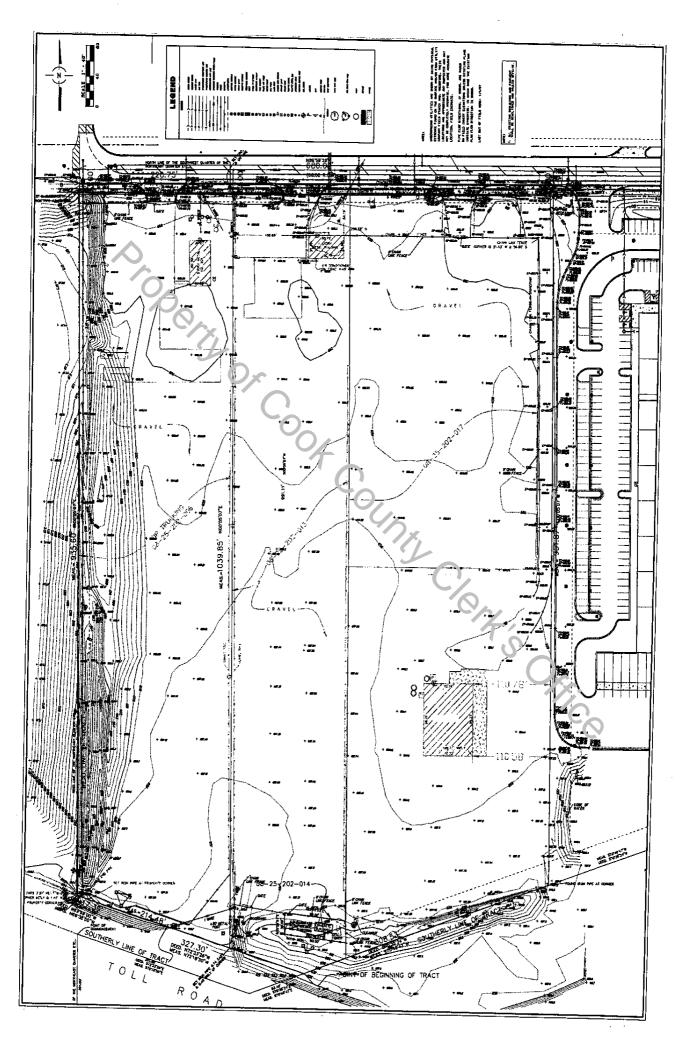
## **UNOFFICIAL COPY**

### **EXHIBIT** A

## Legal Description of Grantor's Property

The west 680.02' (as measured on the north line thereof) of that part of the southwest quarter of the northeast quarter of Section 25, Township 41 North, Range 11 East of the third Principal Meridian, described as follows:

Commencing at a point on the west line of the northeast quarter of said Section 25, 304 feet north of the southwest corner of the northeast quarter of said section; thence South 72 degrees 33 minutes 24 seconds east, 261.8 feet to a point; thence North 70 degrees 35 minutes 24 seconds east, 83.4 feet to the point of beginning of the tract herein being described; thence north 72 degrees 33 m nv es 26 seconds west 327.3 feet to a point; thence north 69 degrees 59 minutes 00 seconds west 17.39 feet to a point in the west line of the northeast quarter of said section; thence north along the west pine of the northeast quarter of said section to the north line of the southwest quarter of the northeast quarter of said section; thence east on the north line of the southwest quarter of the northeast quarter of said section to the east line of the southwest quarter of the northeast quarter of said section, thence south on the east line of the southwest quarter of the northeast quarter of said section to a point 350.9 feet north (as measured on said east line) of the intersection of said east line of the southwest quarter of the northeast quarter of said section and the north line of the south 82.5 feet of the northeast quarter of said section; thence north 69 degrees 59 minutes west 245 feet to a point in a line that has a bearing of north 70 degrees 35 minutes 24 seconds east and passes through the point of beginning; thence south 70 degrees 35 minutes 24 seconds west to the point of beginning, all in Cook County, Illinois.



### **EXHIBIT C**

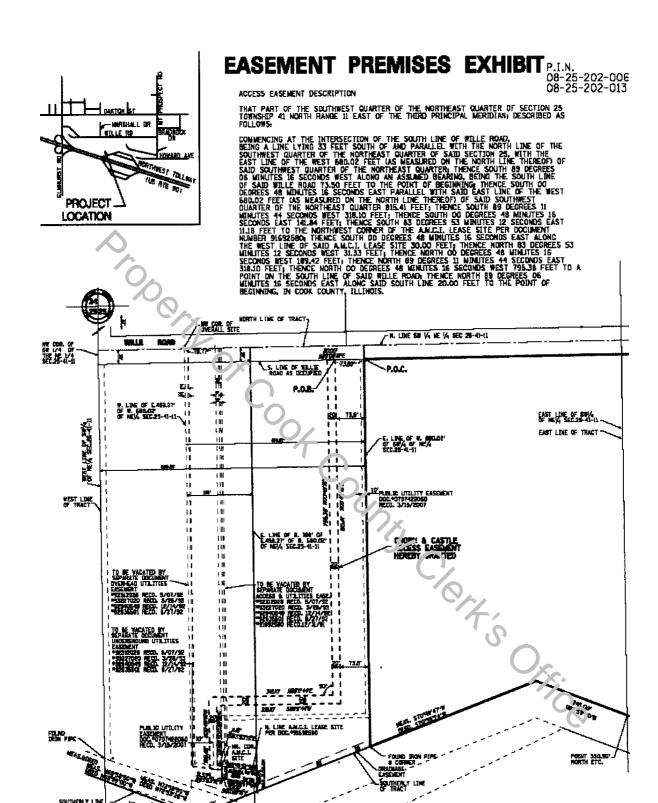
#### **Easements**

#### **Access Easement**

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS FOLLOWS:

COMME C'NG AT THE INTERSECTION OF THE SOUTH LINE OF WILLE ROAD, BEING A LINE LYING 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUT WEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25, WITH THE FAST LINE OF THE WEST 680.02 FEET (AS MEASURED ON THE NORTH LINE THE LEOF) OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 06 MINUTES 16 SECONDS WEST ALONG AN ASSUMED BEARING BEING THE SOUTH LINE OF SAID WILLE ROAD 73.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 48 MINUTES 16 SECONDS EAST PARALLEL WITH SAID EAST LINE OF THE WEST 680.02 FEET (AS MEASURED ON THE NORTH LINE THEREOF) OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER 815.4 FFET; THENCE SOUTH 89 DEGREES 11 MINUTES 44 SECONDS WEST 318.10 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 16 SECONDS EAST 141.84 FEET; THENCE SOUTH 83 DEGREES 53 MINUTES 12 SECONDS EAST 11.18 FEET TO THE NORTHWEST CORNER OF THE A.M.C.I. LEASE SITE PER DOCUMENT NUMBER 91692580; THENCE SOUTH 00 DEGREES 48 MINUTES 16 SECONDS EAST ALONG THE WEST LINE OF SAID A.M.C.I. LEASE SITE 30.00 FEET; THENCE NORTH 83 DEGREES 53 MINUTES 12 SECONDS WEST 31.33 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 16 SECONDS WEST 189.42 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 44 SECONDS EAST 318,10 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 16 SECONDS WEST 795.38 FEET TO A POINT ON THE SOUTH LINE OF SAID WILLE ROAD; THENCE NORTH 89 DECREES 06 MINUTES 16 SECONDS EAST ALONG SAID SOUTH LINE 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

[Depiction of the Access Easement Follows]



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#### **Utility Easement**

AN EXISTING PUBLIC UTILITY EASEMENT GRANTED BY PLAT OF EASEMENT RECORDED MARCH 15, 2007 AS DOCUMENT NUMBER 0707422060 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WILLE ROAD, BEING A LINE LYING 3) FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25, WITH THE EAST LINE OF THE WEST 680.02 FEET (AS MEASURED ON THE NORTH LINE THEREOF) OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 05 MINUTES 07 SECONDS WEST ALONG AN ASSUMED BEARING, BEING SAID EAST LINE OF THE WEST 680.02 FEET OF SAID SOUTHWEST OUARTER OF THE NORTHFAST QUARTER, 850.31 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 53 SECONDS WEST (NORTH 89 DEGREES 54 MINUTES 54 SECONDS WEST RECORD) 391.78 FLF C; THENCE SOUTH 00 DEGREES 05 MINUTES 07 SECONDS WEST 107.05 FEET; THENCE SOUTH 82 DEGREES 49 MINUTES 57 SECONDS EAST 11.28 FEET (11.10 FEET PECORD) TO THE NORTHWEST CORNER OF THE A.M.C.I. LEASE SITE PER DOCUMENT JUMBER 91692580; THENCE SOUTH 00 DEGREES 05 MINUTES 07 SECONDS WEST ALCAG THE WEST LINE OF SAID A.M.C.I. LEASE SITE 10.06 FEET; THENCE NORTH 82 DEGREES 49 MINUTES 57 SECONDS WEST 21.18 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 07 SECONDS EAST 125.89 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 53 SECONDS EAST 391.60 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 07 SECONDS EAST 840.31 FEET TO A POINT ON THE SOUTH LINE OF SAID WILLE ROAD; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS EAST ALONG SAID SOUTH LINE 16.00 FEET TO THE Office POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.