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Doc#: 0820445032 Fee: \$94.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/22/2008 09:31 AM Pg: 1 of 11

Morgan Stanley Asset Funding, Inc. as Administrative Agent

And

The Bank of New York, as Indenture Trustee
(Lender)

-And -

Denali Spectrum Operations, LLC
(Tenant)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

Dated: June 19, 2007

Location: 1441 Western Ave., Flossmoor, IL 60422

Recorded: Instrument No. #0732310051

County: Cook County, Illinois

PREPARED BY AND UPON

~~RECORDATION RETURN TO:~~

AFTER RECORDING, PLEASE RETURN TO:

LandAmerica Com'l Lender & Search
5600 Cox Road
Richmond, VA 23060

Global Tower Partners
1801 Clint Moore Road, Suite 110
Boca Raton, FL 33487
Attention: Legal Department

Attr:

File No.: IL-5192

Title No.: 11020441

PIN# 32-07-300-002

020.459-A

STAMP
7-22-08

~~1100~~

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 5th day of May, 2008, by and between Morgan Stanley Asset Funding Inc., as Administrative Agent and The Bank of New York, Indenture Trustee ("Lender") and Denali Spectrum Operations, LLC, a Delaware limited liability company, ("Tenant").

RECITALS:

A. Lender has made a loan in the approximate amount of \$500,000,000.00 (the "Loan") to the parent of Landlord (defined below), which Loan is given pursuant to the terms and conditions of that certain Indenture dated May 25, 2007, between Lender and GTP Towers Issuer, LLC as issuer and parent of Landlord (the "Loan Agreement"). The Loan is evidenced by those certain Promissory Notes dated May 25, 2007, as supplemented from time to time given by Landlord to Lender (the "Note") and secured by those certain Mortgages or Deed of Trusts and Security Agreement dated June 19, 2007, given by Landlord to Lender (the "Mortgage"), which encumbers the fee and leasehold interests of Landlord in certain premises described in Exhibit A attached hereto (collectively the "Property");

B. Tenant occupies a portion of the Property under and pursuant to the provisions of a certain Site Lease Agreement dated December 31, 2007 between GTP Towers IV, LLC, as landlord ("Landlord") and Tenant, as tenant (the "Lease"); and

C. Tenant has agreed to subordinate the Lease to the Mortgage and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

For good and valuable consideration, Tenant and Lender agree as follows:

1. Subordination. Tenant agrees that the Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to the lien thereof and all terms, covenants and conditions set forth in the Mortgage and the Loan Agreement including without limitation all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby with the same force and effect as if the Mortgage and Loan Agreement had been executed, delivered and (in the case of the Mortgage) recorded prior to the execution and delivery of the Lease.

2. Non-Disturbance. Lender agrees that if any action or proceeding is commenced by Lender for the foreclosure of the Mortgage or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Lease or disturb the Tenant's

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possession or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding shall be made subject to all rights of Tenant under the Lease except as set forth in Section 3 below, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights (a) the term of the Lease shall have commenced pursuant to the provisions thereof, (b) Tenant shall be in possession of the premises demised under the Lease, (c) the Lease shall be in full force and effect and (d) Tenant shall not be in default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed beyond the expiration of any applicable notice or grace periods.

3. Attornment. Lender and Tenant agree that upon the conveyance of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated or affected thereby (at the option of the transferee of the Property (the "Transferee") if the conditions set forth in Section 2 above have not been met at the time of such transfer) but shall continue in full force and effect as a direct lease between the Transferee and Tenant upon all of the terms, covenants and conditions set forth in the Lease and in that event, Tenant agrees to attorn to the Transferee and the Transferee shall accept such attornment, and the Transferee shall not be (a) obligated to complete any construction work required to be done by Landlord pursuant to the provisions of the Lease or to reimburse Tenant for any construction work done by Tenant, (b) liable (i) for Landlord's failure to perform any of its obligations under the Lease which have accrued prior to the date on which the Transferee shall become the owner of the Property, or (ii) for any act or omission of Landlord, whether prior to or after such foreclosure or sale, (c) required to make any repairs to the Property or to the premises demised under the Lease required as a result of fire, or other casualty or by reason of condemnation unless the Transferee shall be obligated under the Lease to make such repairs and shall have received sufficient casualty insurance proceeds or condemnation awards to finance the completion of such repairs, (d) required to make any capital improvements to the Property or to the premises demised under the Lease which Landlord may have agreed to make, but had not completed, or to perform or provide any services not related to possession or quiet enjoyment of the premises demised under the Lease, (e) subject to any offsets, defenses, abatement or counterclaims which shall have accrued to Tenant against Landlord prior to the date upon which the Transferee shall become the owner of the Property, (f) liable for the return of rental security deposits, if any, paid by Tenant to Landlord in accordance with the Lease unless such sums are actually received by the Transferee, (g) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any prior Landlord unless (i) such sums are actually received by the Transferee or (ii) such prepayment shall have been expressly approved of by the Transferee, (h) bound to make any payment to Tenant which was required under the Lease, or otherwise, to be made prior to the time the Transferee succeeded to Landlord's interest, (i) bound by (A) any agreement terminating the Lease (subject to Section 6, other than in accordance with its terms), (B) amending the lease in a manner that would increase the obligations of the Landlord under the Lease or (C) any other agreement amending or modifying the Lease if the effect of such amendment or modification could reasonably be expected to have a material adverse effect on the Lender's rights under or interests in all of the leases (including the Lease) between the Landlord or its affiliates, on the one hand, and the Tenant or its affiliates, on the other hand, which are collateral for the Note, in each case made without the Lender's prior written consent prior to the time the Transferee succeeded to

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Landlord's interest or (j) bound by any assignment of the Lease or sublease of the Property, or any portion thereof, made prior to the time the Transferee succeeded to Landlord's interest other than if pursuant to the provisions of the Lease.

4. Notice to Tenant. After notice is given to Tenant by Lender that the Landlord is in default under the Note and the Mortgage and that the rentals under the Lease should be paid to Lender pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender or as directed by the Lender, all rentals and all other monies due or to become due to Landlord under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments. The provisions of this section shall not be effective upon the Tenant until the Tenant receives a copy of this Agreement executed by the Landlord.

5. Lender's Consent. Lender's Consent. Landlord shall not allow Tenant to, without obtaining the prior written consent of Lender, (a) enter into any agreement (i) terminating the Lease (subject to Section 6, other than in accordance with its terms), (ii) amending the Lease in a manner that would increase the obligations of the Landlord under the Lease or (iii) otherwise amending or modifying the Lease if the effect of such amendment or modification could reasonably be expected to have a material adverse effect on the Lender's rights under or interests in all of the leases (including the Lease) between the Landlord or its affiliates, on the one hand, and the Tenant or its affiliates, on the other hand, which are collateral for the Note; (b) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof, (c) voluntarily surrender the premises demised under the Lease or terminate the Lease without cause or shorten the term thereof, or (d) assign the Lease or sublet the premises demised under the Lease or any part thereof other than pursuant to the provisions of the Lease; and any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Lender's prior consent, shall not be binding upon Lender. Notwithstanding the prior sentence of this Section 5, Lender and Tenant agree that upon the conveyance of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, Tenant shall not, without obtaining the prior written consent of Lender, (a) enter into any agreement (i) terminating the Lease (subject to Section 6, other than in accordance with its terms), (ii) amending the Lease in a manner that would increase the obligations of the Landlord under the Lease or (iii) otherwise amending or modifying the Lease if the effect of such amendment or modification could reasonably be expected to have a material adverse effect on the Lender's rights under or interests in all of the leases (including the Lease) between the Landlord or its affiliates, on the one hand, and the Tenant or its affiliates, on the other hand, which are collateral for the Note; (b) except in accordance with the terms of the Lease, prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof, (c) except in accordance with the terms of the Lease and subject to Section 6, voluntarily surrender the premises demised under the Lease or terminate the Lease without cause or shorten the term thereof, or (d) except in accordance with the terms of the Lease, assign the Lease or sublet the premises demised under the Lease or any part thereof; and any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without the Lender's prior consent, shall not be binding upon the Lender.

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6. Lender to Receive Notices. Landlord shall provide Lender with copies of all written notices sent to Landlord from Tenant pursuant to the Lease promptly after receiving such notices from Tenant. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease or to an abatement of the rents, additional rents or other sums payable thereunder, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof or of such an abatement shall be effective unless Lender shall have received notice of default giving rise to such cancellation or abatement and shall have failed within sixty (60) days after receipt of such notice to cure such default, or if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default. Notwithstanding the first sentence of this Section 6, Lender and Tenant agree that upon the conveyance of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, Tenant shall provide Lender with copies of all written notices sent to Landlord pursuant to the Lease simultaneously with the transmission of such notices to the Landlord.

7. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by sender, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Tenant: Denali Spectrum Operations, LLC
 10307 Pacific Center Court
 San Diego, CA 92121
 Attention: _____
 Facsimile No. _____

If to Lender: The Bank of New York as Successor Indenture Trustee to
 JPMorgan Chase Bank, N.A.
 c/o Alan V. Terezian, Assistant Treasurer
 The Bank of New York
 ABS Structured Finance Services
 101 Barclay Street - Floor 4 West
 New York, NY 10286
 Fax: 212.815.3883

with a copy to:

Morgan Stanley Asset Funding Inc.
 1585 Broadway Avenue, 2nd Floor
 New York, NY 10036
 Attention: Christian B. Malone
 Fax: (212) 507-4123

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With a copy to: Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: _____
Facsimile No. (212) 504-6666

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section, the term "Business Day" shall mean a day on which commercial banks are not authorized or required by law to close in New York, New York.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. Joint and Several Liability. If Tenant consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Agreement shall be binding upon and inure to the benefit of Lender and Tenant and their respective successors and assigns.

9. Definitions. The term "Lender" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of a foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease, but shall not mean or include Lender. The term "Property" as used herein shall mean the Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Mortgage.

10. No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

11. Governing Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

12. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

13. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

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14. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

15. Transfer of Loan. Lender may sell, transfer and deliver the Note and assign the Mortgage, this Agreement and the other documents executed in connection therewith to one or more investors in the secondary mortgage market ("Investors"). In connection with such sale, Lender may retain or assign responsibility for servicing the loan, including the Note, the Mortgage, this Agreement and the other documents executed in connection therewith, or may delegate some or all of such responsibility and/or obligations to a servicer including, but not limited to, any subservicer or master servicer, on behalf of the Investors. All references to Lender herein shall refer to and include any such servicer to the extent applicable.

16. Further Acts. Tenant will, at the cost of Tenant, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts and assurances as Lender shall, from time to time, require, for the better assuring and confirming unto Lender the property and rights hereby intended now or hereafter so to be, or for carrying out the intention or facilitating the performance of the terms of this Agreement or for filing, registering or recording this Agreement, or for complying with all applicable laws, provided that such acts and assurances do not materially increase the Tenant's obligations under the Lease or materially decrease the Tenant's rights under the Lease.

17. Limitations on Lender's Liability. Tenant acknowledges that Lender is obligated only to Landlord to make the Loan upon the terms and subject to the conditions set forth in the Loan Agreement. In no event shall Lender or any purchaser of the Property at foreclosure sale or any grantee of the Property named in a deed-in-lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Lender or any such purchaser or grantee (collectively the Lender, such purchaser, grantee, heir, legal representative, successor or assignee, the "Subsequent Landlord") have any personal liability for the obligations of Landlord under the Lease and should the Subsequent Landlord succeed to the interests of the Landlord under the Lease, Tenant shall look only to the estate and property of any such Subsequent Landlord in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by any Subsequent Landlord as landlord under the Lease, and no other property or assets of any Subsequent Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease; provided, however, that the Tenant may exercise any other right or remedy provided thereby or by law in the event of any failure by Subsequent Landlord to perform any such material obligation.

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IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

LENDER:

Morgan Stanley Asset Funding, Inc., as
Administrative Agent, By its Attorney-in-Fact

By: Terry Arment
Name: Terry Arment
Title: Sr. Vice President of Development

The Bank of New York, Indenture Trustee,
By its Attorney-in-Fact

By: Terry Arment
Name: Terry Arment
Title: Sr. Vice President of Development

Witness [Signature]
Witness [Signature]

Property of Cook County Clerk's Office

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TENANT:

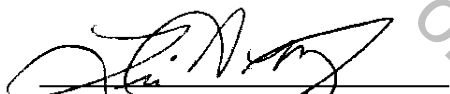
DENALI SPECTRUM OPERATIONS, LLC,
a Delaware limited liability company

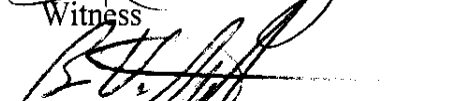
By: Denali Spectrum License, LLC
Its sole member

By: Denali Spectrum, LLC
Its sole member

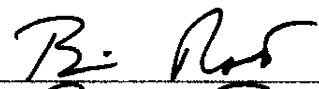
By: Denali Spectrum Manager, LLC
Its manager

By: Doyon, Limited, Inc.
Its manager



Witness


Witness

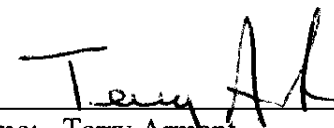
By: 

Name: Briar Root
Title: Operations Manager
Date: 5/8/09

The undersigned accepts and agrees to
the provisions of Section 4 hereof:

LANDLORD:

GTP TOWERS IV, LLC, a
Delaware limited liability company

By: 

Name: Terry Armant
Title: Sr. Vice President of Development

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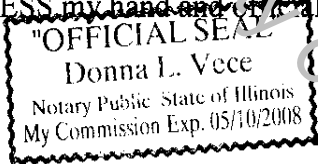
ACKNOWLEDGMENTS

STATE OF Illinois)

COUNTY OF Cook)

I, Donna L. Vece, a Notary Public for said county and state, do hereby certify that Brian Ross, personally came before me this day and acknowledged that he is the Ops Mgr of Denali Spectrum Operations, LLC, a Delaware limited liability company, and that he, as Ops Mgr, being authorized to do so, executed the foregoing on behalf of Denali Spectrum Operations, LLC.

WITNESS my hand and official Notarial seal, this 8th day of May, 2008.



Donna L. Vece
Notary Public

My Commission Expires: 5-10-08

STATE OF FLORIDA)

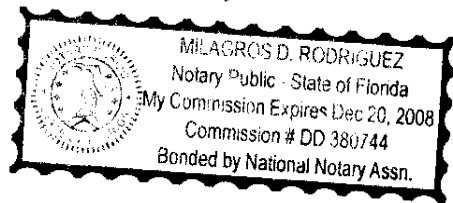
COUNTY OF PALM BEACH)

I, Milagros D. Rodriguez, a Notary Public for said county and state, do hereby certify that Terry Armant, personally came before me this day and acknowledged himself to be the Senior Vice President of Development of GTP TOWERS IV, LLC, a Delaware limited liability company, and as Attorney-in-Fact for THE BANK OF NEW YORK, as Indentured Trustee and that his name is subscribed to the foregoing document as such officer, and that he executed the foregoing document for the uses and purposes therein expressed.

WITNESS my hand and official Notarial seal, this 1st day of May, 2008

Milagros D. Rodriguez
Notary Public

My Commission Expires:



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EXHIBIT A – Legal Description

IL-5192

TOWER AREA DESCRIPTION:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 1958.31' NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7 AS MEASURED ALONG THE WEST LINE OF SAID SECTION 7 AND 1458.96' EAST OF THE WEST LINE OF SAID SECTION 7 AS MEASURED PERPENDICULAR TO SAID WEST LINE, THENCE N00°28'49"W, PARALLEL WITH THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 30' TO A POINT OF BEGINNING; THENCE N90°W, 10' TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TOWER AREA; THENCE N00°E, 30'; THENCE N90°E, 40'; THENCE S00°E, 30'; THENCE N90°W, 30' TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 1,200 SQUARE FEET, MORE OR LESS.

NON-EXCLUSIVE ACCESS EASEMENT:

A 12' WIDE EASEMENT ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE IN THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 1958.31' NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7 AS MEASURED ALONG THE WEST LINE OF SAID SECTION 7 AND 1458.96' EAST OF THE WEST LINE OF SAID SECTION 7 AS MEASURED PERPENDICULAR TO SAID WEST LINE, THENCE N00°28'49"W, PARALLEL WITH THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 30'; THENCE N90°W, 10' TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TOWER AREA; THENCE N00°E, 6' TO THE POINT OF BEGINNING; THENCE S90°W, 23.19'; THENCE S14°29'5"W, 30.51'; THENCE N89°21'20"W, 100.72'; THENCE N16°18'9"W, 218.83'; THENCE NORTHERLY 19.26' ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 28.96' TANGENT TO THE LAST DESCRIBED COURSE; THENCE N21°47'55"E, 34.07'; THENCE NORTHERLY 91.10' ALONG A NONTANGENTIAL CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 93.71', THE CHORD OF WHICH BEARS N17°22'25"W, 87.55' TO THE POINT OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 491.20'; THENCE NORTHWESTERLY 138' ALONG SAID CURVE TO THE POINT OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 141.82'; THENCE WESTERLY ALONG SAID CURVE 202.61'; THENCE S69°1'12"W ALONG A TANGENTIAL LINE, 99.05'; THENCE WESTERLY 19.85' ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 65.15' TANGENT TO THE LAST DESCRIBED COURSE; THENCE S85°28'25"W ALONG A TANGENTIAL LINE, 139.29'; THENCE WESTERLY 55.29' ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 57.43' TANGENT TO THE LAST DESCRIBED COURSE; THENCE N38°22'2"W ALONG A TANGENTIAL LINE, 59.09'; THENCE NORTHERLY 19.49' ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 35.17' TANGENT TO THE LAST DESCRIBED COURSE; THENCE N5°37'36"W ALONG A TANGENTIAL LINE 154.44'; THENCE NORTHWESTERLY 151.93' ALONG A NONTANGENTIAL CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 120' THE CHORD OF WHICH BEARS N44°34'43"W, 141.98' TO THE POINT OF A REVERSE CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 143.45'; THENCE WESTERLY 51.96' ALONG SAID CURVE TO THE POINT OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 75'; THENCE WESTERLY 81.74' ALONG SAID CURVE TO THE POINT OF A REVERSE CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 60'; THENCE WESTERLY 57.57' ALONG SAID CURVE; THENCE N67°24'34"W ALONG A TANGENTIAL LINE, 150.29'; THENCE N74°53'40"W, 63.91'; THENCE N85°40'3"W, 127.07' TO THE POINT OF TERMINATION OF THE LINE BEING DESCRIBED; SAID POINT OF TERMINATION BEING 2882.12' NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7, AS MEASURED ALONG THE WEST LINE OF SAID SECTION 7, 33' EAST OF THE WEST LINE OF SAID SECTION 7 AS MEASURED PERPENDICULAR TO SAID WEST LINE; THE SIDE LINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT LINES PARALLEL WITH THE WEST LINE OF SAID SECTION 7 AND PASSING THROUGH THE POINT OF BEGINNING AND POINT OF TERMINATION, AND CONTAINING 25,004 SQUARE FEET, MORE OR LESS.

NON-EXCLUSIVE UTILITY EASEMENT:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 1958.31' NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7 AS MEASURED ALONG THE WEST LINE OF SAID SECTION 7 AND 1458.96' EAST OF THE WEST LINE OF SAID SECTION 7 AS MEASURED PERPENDICULAR TO SAID WEST LINE, THENCE N00°28'49"W, PARALLEL WITH THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 30'; THENCE N90°W, 10' TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TOWER AREA; THENCE N00°E, 7.79'; THENCE N90°E, 75.90'; THENCE S00°E, 9.11' TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 589 SQUARE FEET THEREIN.