



1102822049

Prepared by and Return to:
SBA Network Services, Inc.
Attn: Maritza Latoni
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226.9310

Doc#: 1102822049 Fee: \$72.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/28/2011 11:10 AM Pg: 1 of 19

[Recorder's Use Above This Line]

STATE OF ILLINOIS
COUNTY OF COOK

RETURN TO:
REPUBLIC COMMERCIAL TITLE AGENCY, LLC
6111 PEACHTREE DUNWOODY ROAD, N.E.
BUILDING D
ATLANTA, GA 30328

Tax ID Number: 19-10-408-004-0000

RLTC 100 338

EASEMENT AGREEMENT

By and between Chicago Title Land Trust Company, successor in interest to American National Bank and Trust Company of Chicago, as Trustee under a trust agreement dated June 14, 1994 known as Trust No. 30000905 ("Grantor") with an address at 171 North Clark Street, Suite 575, Chicago, IL 60601

and

TCO Land LLC ("Grantee") with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487.

By initialing below, the Grantor does hereby acknowledge that the Grantor has received, reviewed and approved this Easement Agreement in which the Easement described herein is granted from Grantor to Grantee.

Grantor initial(s) here: MD

Property Address: 5215 Keeler Ave
Chicago, IL 60632

Portfolio Title Company 2010071449 (zaf2)

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EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) dated as of December 16, 2010, by and between Chicago Title Land Trust Company successor in interest to American National Bank and Trust Company of Chicago, as Trustee under a trust agreement dated June 14, 1994 known as Trust No. 30000905 with an address at 171 North Clark Street, Suite 575, Chicago, IL 60601, (“Grantor”) and TCO Land LLC, a Delaware limited liability company, with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487, (“Grantee”).

BACKGROUND

Grantor is the owner of the real property described on **Exhibit ‘A’** attached hereto (the “Premises”). The Premises is currently subject to that certain Land Lease, dated May 16, 2000 originally by and between Grantor and SBA Towers, Inc., a Florida corporation, and assigned to SBA Properties, Inc. (“SBA”), as amended from time to time (collectively, the “Lease”). Grantor desires to assign Grantor’s interest in and to the Lease to Grantee and, subject to such Lease, to grant to Grantee certain easement rights with respect to the Premises, as described in the Lease and as more particularly described below, and subject to the terms and conditions of this Agreement. Grantee is an a filiate of SBA.

AGREEMENTS

For and in consideration of the foregoing, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the “Exclusive Easement”) in and to that portion of the Premises more particularly described on **Exhibit ‘B’** hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on **Exhibit ‘C’** hereto (the “Access Easement and Utility Easement”) (the Exclusive Easement, the Access Easement and Utility Easements being collectively referred to herein as the “Easements”). This grant and conveyance is made to Grantee subject to the Lease of the Easements to SBA and to the terms and provisions of this Agreement. The Easements shall be used for the purposes set forth in Section 6 hereof.

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall

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inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. Duration.

(a) The duration of the Easements granted herein (the "Term") shall be perpetual, unless terminated as provided in this Agreement. If Grantee provides written, recordable notice of its intent to terminate this Agreement, this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. In the event that the use of the Easements is abandoned by Grantee, or its successors or assigns, then Grantor, or its successors or assigns, may terminate the Easements by providing legally sufficient evidence of such abandonment, and following such termination all right, title and interest to the real property constituting the Easements shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents utilize (such use shall be construed broadly to include, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement, or maintenance and/or upkeep of the Easements) the tower site or facilities in any manner for a consecutive period of two (2) years, and, following the expiration of such 2 year period, do not resume use of the Easements or otherwise refute Grantor's evidence of abandonment within forty-five (45) days after Grantor's written notice to Grantee, which notice shall state Grantor's basis for its claim of abandonment and assert that non-response will result in termination of the Easements. Grantee, upon termination or abandonment of this Agreement, shall prepare and record an appropriate termination of this Agreement and shall, within one hundred twenty (120) days thereafter, remove all improvements, fixtures, and personal property constructed or installed on the Easement Premises by SBA and Grantee and their respective customers, lessees, sublessees, licensees, agents, successors and assigns and restore the Easement Premises to substantially the same condition prior to the date of the Lease (May 16, 2000) ordinary wear and tear excepted. Grantee shall not be required to remove any foundations, driveways, or underground cables or wires. All costs to restore the property are to be the responsibility of Grantee. If such removal and restoration are not completed within such 120 day period, Grantor may elect, upon notice given to Grantee at any time thereafter, to accept title to all such remaining improvements, fixtures and personal property constructed on or located within the Easements and, upon such notice given to Grantee, all right, title and interest to such improvements, fixtures and personal property shall revert to Grantor.

(b) Grantor may only terminate this Agreement, at its option, in the event of a material default by Grantee and/or any penalty fees incurred by Grantee when due, which default or failure is not cured within sixty (60) days after Grantee's receipt of written notice of such default or failure.

5. Easement Consideration. Grantor shall be paid in accordance with the Statement of Receipts and Disbursements executed contemporaneous herewith. No additional consideration for the grant and conveyance of the Easements shall be due during the Term of this Agreement.

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6. Use of Easement Areas.

(a) Exclusive Easement. Subject to the Lease made to SBA, Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestricted right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications related uses in connection therewith. Grantee may make any improvements, alterations or modifications on or to the Exclusive Easements as are deemed appropriate by Grantee. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Exclusive Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the unrestricted and exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties any portion of the Exclusive Easement, provided that all leases, subleases, licenses and sublicenses made by Grantee shall be subject and subordinate to this Agreement but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.

(b) Access Easement and Utility Easements. The Access Easement is a non-exclusive easement which shall be used by Grantee its successors, assigns, tenants, employees, contractors and invitees solely for ingress, egress and regress over the Premises adjacent to the Exclusive Easement for construction, operation and maintenance of the structures and equipment on the Exclusive Easement. The Utility Easement is an overhead easement providing an overhead path for utilities. The Utility Easement is limited to overhead space and shall not interfere with the passage of trucks below. Grantee may use existing utility poles. The Utility Easement shall be used by Grantee its successors, assigns, tenants, employees, contractors and invitees solely for installation, construction, operation, and maintenance of telephone, telegraph, and power lines in connection with Grantee's use of the Exclusive Easement. Grantee agrees that Grantor and/or his tenant also has use of the Access Easement, and that Grantee's vehicular access may be delayed due to Grantor's or Grantor's tenant's use for a few hours, but that pedestrian access will not be delayed by Grantor or Grantor's tenant. Grantor agrees that should an emergency on the Exclusive Easement necessitate Grantee's vehicular access to the Exclusive Easement during a time when Grantor and/or Grantor's tenant may be using the Access Easement, that Grantor or Grantor's tenant shall use their best efforts to allow Grantee use of the Access Easement. Grantor may, at any time in the future and at its sole cost and expense, relocate the Access Easement and/or Utility Easement herein granted and construct a comparable or better roadway or relocate utilities, as appropriate, to the property for the benefit of Grantee, its successors, lessees, contractors, invitees, agents and assigns. Grantee hereby agrees and approves that Grantor may relocate Access Easement and/or Utility Easement along or near the northern boundary of Grantor's Premises and that this is an acceptable relocation in accordance with this paragraph. At no time during any such contemplated relocation, shall Grantee's access

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and utility rights to the Exclusive Easement prescribed herein be interrupted nor shall such relocation unreasonably interfere with Grantee's use of the Exclusive Easement.

7. Equipment and Fixtures. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Exclusive Easements shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers unless abandoned as provided in Section 4 hereinabove. At any time during the Term and within 90 days after termination hereof, Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Easements.

8. Assignment. Grantee may freely assign this Agreement, including the Exclusive Easement, the Access Easement and Utility Easement and the rights granted herein, in whole or in part, to any person or entity (including but not limited to an affiliate of Grantee) at any time without the prior written consent of Grantor. No such assignment shall be effective with respect to Grantor, however unless and until written notice thereof stating the name and contact information of the assignee is given to Grantor and such assignee agrees in writing to be bound by the terms and provisions of this Agreement. Nor shall any such assignment relieve or release Grantee from its obligations under this Agreement without the written consent from Grantor.

9. Covenants and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Premises, subject to the Lease but otherwise free and clear of all liens and encumbrances that will affect Grantee's use of the Easements, and that it alone has full right to grant the Easements and assign the Lease. Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term subject to the Lease and the terms and provisions of this Agreement.

(b) During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Grantee hereby agrees to pay when due any personal property taxes assessed on the fixtures, equipment and other personal property of Grantee, SBA or their respective customers, lessees, sublessees, licensees, agents, successors and assigns constructed on or located within the Easements and to pay upon request any increase in real property taxes levied against the Premises which are directly attributable to Grantee's use of the Easements (but not, however, taxes attributable to periods prior to the date of this Agreement such as roll-back or greenbelt assessments) if Grantor furnishes proof of such increase to Grantee. If Grantor fails to pay when due any taxes affecting the Premises, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefore from Grantor, which payment Grantor shall make within ten (10) weeks of such demand by Grantee. Taxes and other charges payable under this Agreement shall be billed by Grantor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Grantor, and shall not be payable by Grantee.

(c) No later than November 30, 2011, Grantee shall, with Grantor's cooperation, prepare and file the appropriate petition for tax division with the Cook County, Illinois Assessor for the purpose of designating the Exclusive Easement portion of the Premises

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as a separate tax parcel from the remainder of the Premises. If Grantee fails to so prepare and file such application, Grantor may prepare and file the same, and Grantee shall reimburse Grantor for the attorneys' fees and costs therefor upon request. Provided such application is filed and approved, Grantee shall pay when due all real property taxes assessed for the tax parcel comprising the Exclusive Easement from and after the time when separate tax bills are issued for such tax parcel (expected to be for the 2012 taxes payable in 2013). If it is determined by Grantee and Grantor that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee and Grantor determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Except for the Lease, Grantor has not and shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Seller has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Premises and there are no leases, written or oral, affecting the lands underlying the Easements except for the Lease.

(e) Grantor and Grantee have and will comply with all environmental, health and safety laws with respect to their respective use and ownership of the Premises and the Easements.

(f) Grantee shall comply, and shall cause SBA to comply, with all applicable laws affecting Grantee's and SBA's respective use or occupancy of the Easements, the breach of which might result in any penalty on Grantor or forfeiture of Grantor's title to the Premises. Grantor will not commit, or suffer to be committed, any waste on or within the Easements or any nuisance. Grantee will obtain, or cause SBA to obtain, any necessary governmental licenses or authorizations required for the use of the tower and other structures on the Exclusive Easement and shall furnish copies of same to Grantor as same are issued.

(g) Except for notice received that the Premises is in a tax increment financing district, Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands, and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

(h) The representations and warranties made hereunder shall survive the conveyance and grant of the Easements to Grantee. Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the Lease, or in any agreement executed in connection herewith. Grantee agrees to

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indemnify, defend and hold harmless Grantor and its agents and attorneys for, from and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantee of any representation, warranty or covenant of SBA contained in the Lease or of Grantee contained herein or in any agreement executed in connection herewith.

10. Non-Disturbance. During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would materially interfere with Grantee's use of the Easements. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns are currently utilizing the Exclusive Easement for the non-exclusive purpose of transmitting and receiving telecommunication signals. Grantor and Grantee recognize that Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use reasonable efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantor and Grantee agree to a limit of sixty (60) feet for any new construction on Grantor's Premises. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Access and Utilities. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times, with the exception that Grantee is responsible to maintain that portion of the Access Easement along the railroad tracks on the east side of Grantor's Premises. If it is reasonably determined by Grantor and Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation for such utility lines upon the premises for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Utility Easement that will reflect such relocation.

12. Mortgagees' Continuation Rights and Notice and Cure. Grantor consents to the granting by Grantee of a lien and security interest in Grantee's interest in the Easements and all of Grantee's property and fixtures attached to the Exclusive Easement described herein, provided that no such lien or security interest shall encumber the other real property interests of Grantor in and to the Premises. Grantor furthermore consents to the exercise by the existing secured lender or by any mortgagee of Grantee (collectively, "Grantee's Mortgagee") of its rights of foreclosure with respect to its lien and security interest, provided that Grantee's Mortgagee delivers to Grantor sufficient evidence of the valid exercise of its rights and remedies in regard thereto and agrees in writing to be bound by the terms and conditions of this Agreement. Grantee shall deliver to Grantor upon request copies of all mortgages, security agreements and UCC financing statements that create of evidence such lien and security interests. Provided that Grantee gives Grantor written notice of the name, address and contact person of any such mortgagee and

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complies with the foregoing requirements, Grantor agrees to recognize Grantee's Mortgagee as Grantee hereunder upon any such valid exercise by Grantee's mortgagee of its rights of foreclosure. Grantor hereby agrees to use reasonable efforts to give Grantee and Grantee's Mortgagee written notice of any breach or default of the terms of this Agreement within thirty (30) days after the occurrence thereof at such address as is specified by Grantee in its notice to Grantor of the existence of such Grantee's Mortgagee. Grantor further agrees that Grantee's Mortgagee shall not be bound by any default under this Agreement unless such notice to Grantee's Mortgagee is so given. In the event of such breach or default under the terms of this Agreement, Grantee and Grantee's Mortgagee shall have the right for a period of sixty (60) days after receipt of written notice from Grantor to cure or correct any such default, and Grantor agrees to accept such payment or performance on the part of the Grantee's Mortgagee as though the same had been made or performed by the Grantee. Grantor agrees that it shall enter into any reasonable amendment hereto requested by Grantee's mortgagee that does not materially affect the interests, rights, and remedies of Grantor hereunder.

13. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor: Nancy Singelyn
847 Santa Maria Drive
Naperville, IL 60540
Phone # (630) 355-8039 *mf*

To Grantee: TCO Land LLC
5900 Broken Sound Parkway NW
Boca Raton, FL 33487
Attn: Legal Dept.

14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.

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17. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.

21. Entire Understanding and Amendment. This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

22. Zoning. To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, Grantor hereby agrees to reasonably cooperate with Grantee to create a revised legal description for the

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Exclusive Easement and the Access and Utility Easement. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at anytime file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

23. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limited the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

24. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to the Lease. Grantor hereby acknowledges that there currently exists no default under the Lease except for the tax division included in Clause 13 of the Lease and noted in Clause 9c of this Agreement. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement, and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. All rent received by Grantor under the Lease prior to the date of this Agreement shall be retained by Grantor without credit to Grantee therefor. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement. Grantee hereby agrees to indemnify and agrees to hold Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising after the date of this Agreement.

25. Insurance. Grantee, at all times during the term of this Agreement, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Easements, having limits not less than Two Million Dollars (\$2,000,000) which will name Grantor as an additional insured party. On or before the date of this Agreement, Grantee will give Grantor a certificate or certificates of insurance evidencing that such insurance is in effect. Grantee shall deliver to Grantor a renewal certificate evidencing that such insurance is in effect within ten business days of Grantor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Easements is located and shall provide thirty days prior written notice to the Grantee of any cancellation of such policy. Any insurance

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required to be provided hereunder may be provided by a blanket insurance covering the Easements and other properties provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

26. Operating Expense. Grantee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Easements and used by Grantee throughout the term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Easements and all activities conducted thereon.

27. Maintenance. Grantee will use best efforts to maintain the Easements in good condition and state of repair. Except insofar as Grantee is made responsible by this Agreement, Grantor will use best efforts to maintain the Premises surrounding the Exclusive Easement in good condition and state of repair.

28. Oil, Gas and Mineral Rights. Grantor does not grant, lease, let or demise herby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Easements; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Easements or Easement Area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Easements or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Grantee under the terms of this Lease.

29. Hazardous Waste.

(a) The term Hazardous Materials will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Easements is located, the State in which the Easements is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste" or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42) U.S.C '9601). The term Environmental Laws will mean all statues specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Grantor represents and warrants that, to the best of Grantor's knowledge, (i) the Easements has not been used for the use, manufacturing, storage, discharge, release or

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disposal of hazardous waste that has not been remediated, (ii) neither the Easements nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Easements, and (iv) the Easements are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if the Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Grantor will promptly take any and all remedial and removal action as required by law to clean up the Easements, mitigate exposure to liability arising from, and keep the Easements free of any lien imposed pursuant to, any Environmental Laws as a result of the Breach.

(c) In addition, Grantor agrees to indemnify, defend and hold harmless Grantee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorney's fees, damages, liabilities, demands, interest, fines, penalties, and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses suffered or incurred by Grantee and its successors or assigns as a result of (a) any Breach by Grantor, its employees, agents and/or servants or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed at the start of this Agreement or which occurs hereafter due to action by Grantor or Grantor's agent or tenant which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Grantor represents and warrants to Grantee that Grantor has received no notice that the Premises or any part thereof is, and, to its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this Section will survive and be enforceable and will continue in full force and effect for the benefit of Grantee and its subsequent transferees, successors and assigns and will survive the conveyance and grant of the Easements to Grantee.

(f) In addition, Grantee agrees to indemnify, defend and hold harmless Grantor, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses attorney's fees, damages, liabilities, demands, interest, fines, penalties, and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Grantor and its successors or assigns as a result of (a) any breach by SBA of the Lease or by Grantee or its employees, agents and or servants of this Agreement or (b) any matter, condition or state of fact involving Environmental Laws or Hazardous Materials which existed at the start of this Agreement by reason of the acts or omissions of SBA or which occurs hereafter by reason of the acts or omissions of Grantee or

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Grantee's employees, agents and/or servants which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

30. Hold Harmless. Grantor will be held harmless by Grantee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or property resulting the actions or omissions of Grantee or any of Grantee's agents, servants, employees, tenants, subtenants, licensees or sublicensees (including damages caused by or resulting from the existence of the tower and other structures on the Exclusive Easement), unless and to the extent that the damages are caused by, or are the result of , the misconduct or negligence of Grantor or any of Grantor's agents, servants employees or tenants. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises will be so installed, kept, stored or maintained at the risk of Grantee. Grantor will not be responsible for any loss or damage to equipment owned by Grantee or its tenants, subtenants, licensees and sublicensees which results from tornadoes, lightning, wind storms, or other Acts of God or from misconduct by persons other than Grantor's agents, servants , employees or tenants; provided, however, Grantor will be responsible for, and agrees to hold Grantee harmless from, any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or property in or about the Premises arising out of the misconduct or negligence of Grantor or any of Grantor's agents, servants, employees or tenants. Neither Grantor nor Grantee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party,, and anyone claiming by or through them , expressly waives all claims for the such damages.

31. Further Acts; Attorney-In-Fact. Each party shall cooperate with the other in executing any documents necessary to protect each party's rights under this Agreement or Grantee's use of the Easements and to take such action as each party may reasonably require to effect the intent of this Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

WITNESSES:

[Signature]
Print Name: Phyllis Thomka

[Signature]
Print Name: Gene Sandova

GRANTOR:

Chicago Title Land Trust Company, as Trustee under a trust agreement dated June 14, 1994 known as Trust No. 30000905

By: [Signature] 12/14/10
Name: MAUREEN PAIGE
Title: Trustee **Trust Officer**

State of Illinois
County of DuPage

The foregoing instrument was acknowledged before me this 10th day of December 2010 by [Signature], Trustee, known to me to be the person whose name is subscribed to the foregoing instrument.

[Signature]
Notary Public



[Signature] **MAUREEN PAIGE** Trust Officer *of* CHICAGO TITLE LAND TRUST COMPANY

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are not undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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EXHIBIT 'A'

Premises – As Surveyed by Paul N. Marchese, Order #96-13409 B, Dtd Aug 4, 1999, Pin No. = 19-10-408-004, Ordered by Mr. Jamie Lahr for SBA Towers, Inc., per Plat drawn.

Premises situated in the City of Chicago, County of Cook, State of Illinois, lying within Section 10 Township 38 North Range 13 East and known as being a 2,472 sq.ft. premises over and upon the lands described in deed to William Yuenger by Document Number 556153 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the intersection of the eastern right-of-way line of South Keller Avenue and the southern right-of-way line of the rail road, said point also being the northwesterly corner of the subject parcel; Thence, North 63°09'14" East, a distance of 260.02 feet to the place of beginning.

Thence, North 63°09'14" East, a distance of 88.32 feet;
 Thence, South 44°40'22" East, a distance of 17.03 feet;
 Thence, Southwesterly 49.55 feet along the arc of a 303.00 foot radius curve to the left, through a central angle of 09°20'05" and having a chord bearing South 35°55'29" West, and having a chord distance of 49.31 feet;
 Thence, South 89°53'22" West, a distance of 61.65 feet;
 Thence, North 00°52'28" West, a distance of 12.28 feet to the place of beginning. Said premises encumbering 2,472 square feet (0.0567 acres), more or less.

UTILITY EASEMENT -AS SURVEYED by Paul N. Marchese, Order #96-13409 B, Aug 4, 1999, Pin No. = 19-10-408-004, per Plat drawn by same (Paul N. Marchese).

An easement situated in the City of Chicago, County of Cook, State of Illinois, lying within Section 10 Township 38 North Range 13 East and known as being a 1,940 sq.ft. utility easement over and upon the lands described in deed to William Yuenger by Document Number 556153 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the intersection of the eastern right-of-way line of South Keller Avenue and the southern right-of-way line of the rail road, said point also being the northwesterly corner of the subject parcel; Thence, North 63°09'14" East, a distance of 260.02 feet to the place of beginning.

Thence, South 00°52'28" East, a distance of 12.28 feet;
 Thence, South 58°07'44" West, a distance of 76.88 feet;
 Thence, South 64°56'13" West, a distance of 112.51 feet;
 Thence, North 25°03'47" West, a distance of 10.00 feet;
 Thence, North 64°56'13" East, a distance of 111.89 feet;
 Thence, North 57°46'10" East, a distance of 82.64 feet to the place of beginning. Said easement encumbering 1,940 square feet (0.0446 acres), more or less.

ACCESS EASEMENT - AS SURVEYED by Paul N. Marchese, Order #96-13409 B, Aug 4, 1999, Pin No. = 19-10-408-004, per Plat drawn by same.

An easement situated in the City of Chicago, County of Cook, State of Illinois, lying within Section 10 Township 38 North Range 13 East and known as being a 6,750 sq.ft. access easement over and upon the lands described in deed to William Yuenger by Document Number 556153 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the intersection of the eastern right-of-way line of South Keller Avenue and the southern right-of-way line of the rail road, said point also being the northwesterly corner of the subject parcel; Thence, South 00°15'34" East, a distance of 59.20 feet to the place of beginning.

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Thence, North 89°44'03" East, a distance of 138.04 feet;
Thence, South 78°21'44" East, a distance of 46.06 feet;
Thence, North 89°44'03" East, a distance of 50.00 feet;
Thence, North 59°38'14" East, a distance of 21.44 feet;
Thence, Northeasterly 167.55 feet along the arc of a 472.38 foot radius curve to the left, through a central angle of 20°19'19" and having a chord bearing North 15°36'08" East, and having a chord distance of 166.67 feet;
Thence, North 62°23'10" West, a distance of 3.29 feet;
Thence, Northeasterly 17.06 feet along the arc of a 303.00 foot radius curve to the left, through a central angle of 03°13'31" and having a chord bearing North 32°52'12" East, and having a chord distance of 17.05 feet;
Thence, South 55°31'00" East, a distance of 16.60 feet;
Thence, Southwesterly 184.37 feet along the arc of a 457.38 foot radius curve to the right, through a central angle of 23°05'43" and having a chord bearing South 16°02'01" West, and having a chord distance of 183.12 feet;
Thence, South 59°38'14" West, a distance of 33.23 feet;
Thence, South 59°44'03" West, a distance of 55.60 feet;
Thence, North 7°56'50" West, a distance of 44.53 feet;
Thence, South 8°44'03" West, a distance of 138.04 feet;
Thence, North 00°15'34" West, a distance of 15.00 feet to the place of beginning. Said easement encumbering 6,750 square feet (0.1550 acres) more or less.

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EXHIBIT 'B'

Exclusive Easement – As Surveyed by Paul N. Marchese, Order # 96-13409 B, Dtd Aug 4, 1999, Pin No. = 19-10-408-004, per Plat drawn by same.

Premises situated in the City of Chicago, County of Cook, State of Illinois, lying within Section 10 Township 38 North Range 13 East and known as being a 2,472 sq.ft. lease-premises over and upon the lands described in deed to William Yuenger by Document Number 556153 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the intersection of the eastern right-of-way line of South Keller Avenue and the southern right-of-way line of the rail road, said point also being the northwesterly corner of the subject parcel; Thence, North 63°09'14" East, a distance of 260.02 feet to the place of beginning.

Thence, North 63°09'14" East, a distance of 88.32 feet;

Thence, South 44°40'22" East, a distance of 17.03 feet;

Thence, Southwesterly 49.35 feet along the arc of a 303.00 foot radius curve to the left, through a central angle of 09°20'05" and having a chord bearing South 35°55'29" West, and having a chord distance of 49.31 feet;

Thence, South 89°53'22" West, a distance of 61.65 feet;

Thence, North 00°52'28" West, a distance of 12.28 feet to the place of beginning. Said lease-premises encumbering 2,472 square feet (0.0567 acres), more or less.

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EXHIBIT 'C'

Access and Utility Easement

UTILITY EASEMENT -AS SURVEYED by Paul N. Marchese, Order #96-13409 B, Aug 4, 1999, Pin No. = 19-10-408-004, per Plat drawn by same.

An easement situated in the City of Chicago, County of Cook, State of Illinois, lying within Section 10 Township 38 North Range 13 East and known as being a 1,940 sq.ft. utility easement over and upon the lands described in deed to William Yuenger by Document Number 556153 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the intersection of the eastern right-of-way line of South Keller Avenue and the southern right-of-way line of the rail road, said point also being the northwesterly corner of the subject parcel; Thence, North 63°09'14" East, a distance of 260.02 feet to the place of beginning.

Thence, South 00°52'28" East, a distance of 12.28 feet;
Thence, South 58°07'44" West, a distance of 76.88 feet;
Thence, South 64°56'13" West, a distance of 112.51 feet;
Thence, North 25°03'47" West, a distance of 10.00 feet;
Thence, North 64°56'13" East, a distance of 111.89 feet;
Thence, North 57°46'10" East, a distance of 82.64 feet to the place of beginning. Said easement encumbering 1,940 square feet (0.0446 acres), more or less.

ACCESS EASEMENT - AS SURVEYED by Paul N. Marchese, Order #96-13409 B, Aug 1999, Pin No. = 19-10-408-004, per Plat drawn by same.

An easement situated in the City of Chicago, County of Cook, State of Illinois, lying within Section 10 Township 38 North Range 13 East and known as being a 6,750 sq.ft. access easement over and upon the lands described in deed to William Yuenger by Document Number 556153 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the intersection of the eastern right-of-way line of South Keller Avenue and the southern right-of-way line of the rail road, said point also being the northwesterly corner of the subject parcel; Thence, South 00°15'34" East, a distance of 59.20 feet to the place of beginning.

Thence, North 89°44'03" East, a distance of 138.04 feet;
Thence, South 78°21'44" East, a distance of 46.06 feet;
Thence, North 89°44'03" East, a distance of 50.00 feet;
Thence, North 59°38'14" East, a distance of 21.44 feet;