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CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT



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Cook County Recorder of Deeds
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This document was prepared by:

Danielle M. Graceffa, Esq.
Dykema Gossett PLLC
400 Renaissance Center
Detroit, Michigan 48243
(313) 568-6800

After recording return to:

Stewart Title NTS - Chicago
2 N. LaSalle Street, Suite 1400
Chicago, Illinois 60602
PH: 312-849-4400
FAX: 312-849-4410

See Exhibit A for Common Addresses and P.I.N.s – Above Space for Recorder's Use Only

CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Consent, Nondisturbance and Attornment Agreement (this "Agreement"), dated this 15 day of July, 2009.

by and between

CROWN CASTLE TOWERS 09 LLC, a Delaware limited liability company, with a notice address of Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Real Estate Department, 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (hereinafter "Grantee");

and
not personally

PARK NATIONAL BANK, AS SUCCESSOR TRUSTEE TO COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TRUSTEE TO AUSTIN BANK OF CHICAGO, AS TRUSTEE UNDER TRUST DATED AUGUST 10, 1988, TRUST #6465, whose address is 801 N. Clark St., Chicago, IL 60610 (hereinafter "Grantor");

and

AUSTIN BANK OF CHICAGO, with a principal place of business located at 5645 West Lake Street, Chicago, IL 60644 (hereinafter "Lender").

3 of 4
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RECITALS:

WHEREAS, STC Two LLC, a Delaware limited liability company, is in possession of certain property (the "**Property**") more specifically described on Exhibit A attached hereto, pursuant to that certain PCS Site Agreement April 6, 2000, by and between SprintCom, Inc., a Kansas corporation, as the original tenant, and Austin Bank of Chicago, as Trustee under trust agreement dated August 10, 1988, Trust No. 6465, as the original landlord, notice of the Lease is recorded in the a memorandum of which was recorded on April 12, 2000 in the Public Records of Cook County, Illinois in Instrument Number 00257325, as it may have been amended and/or assigned (the "**Lease**");

WHEREAS, Grantee is purchasing from Grantor a perpetual easement ("**Easement**") over the Property and an assignment (the "**Assignment**") of Grantor's interest in the Lease;

WHEREAS, the Property is part of a parcel which is encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "**Security Instrument**") from Grantor in favor of Lender, notice of which was recorded on February 1, 2008 as Instrument Number 0803247021 in the Public Records of Cook County, Illinois;

WHEREAS, the parties desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement and are willing to so agree on the terms and conditions hereafter provided; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged and for other good and valuable consideration, the parties, intending to be legally bound hereby, covenant and agree as follows:

1. Consent. Lender consents to the Easement and Assignment.
2. Nondisturbance. So long as the Easement is in full force and effect and Grantee is not in material default of any of its terms, obligations, covenants or conditions under the Easement, Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a conveyance (an "**Acquiring Party**"), that the right of possession of the Property and all other rights of Grantee under the Easement and Assignment shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument during the term of the Easement, by reason of a Conveyance as defined herein. For purposes of this agreement, a "**Conveyance**" shall mean any of the following, including, but not limited to, any exercise by Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer, sale or conveyance of the Grantor's interest in the Property under peril of foreclosure,

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including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure. Lender or any Acquiring Party and Grantee agree that any Conveyance shall be made subject to the Easement, the Assignment and the rights of Grantee under the Easement and the Assignment and the parties shall be bound to one another and have the same remedies against one another for any breach of the Easement and the Assignment as such parties had before the Conveyance; provided however, that Lender or any Acquiring Party shall not be liable for any act or omission of any prior land owner. Lender will not join any land owner as a party in any action or proceeding to foreclose unless such joinder is necessary to foreclose on the Security Instrument and then only for such purpose and not for the purpose of terminating the Easement or voiding the Assignment.

3. Attornment. Upon receipt by Grantee of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, the parties agree to not seek to terminate the Easement or void the Assignment, to remain bound by the Easement and the Assignment and Grantee agrees to attorn to, accept and recognize Lender or any Acquiring Party as the land owner under the Easement pursuant to the provisions expressly set forth therein for the term of the Easement. The parties agree, however, to execute and deliver, at any time and from time to time, upon the request of another party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. Release of Lease. To the extent the Security Instrument in any way includes the Lease or any other lease related to communications towers, antennas, and related equipment on the Property (the Lease and such other leases are collectively referred to herein as the "Easement Leases"), including the rents, profits, and revenue derived from the Easement Leases as security for the debt evidenced by the Security Instrument, the Easement Leases and the rents, profits, and revenue derived therefrom are hereby released and forever discharged from the lien evidenced by the Security Instrument and; it being intended that the Easement Leases and the rents, profits, and revenue derived therefrom, can, and shall be conveyed to Grantee by Grantor simultaneously with the execution of the Easement, free and clear of the lien evidenced by the Security Instrument. Furthermore, in the event Grantor has previously assigned any rights, rents, profits, and revenue from the Easement Leases to Lender, the Lender hereby reassigns such rights, rents, profits, and revenue to Grantee.

5. Limitation. This Agreement shall not apply to any equipment, trade fixtures or other personal property now or hereafter located on or affixed to the Property or any portion thereof regardless of the manner in which same are attached or affixed to the Property and Lender hereby expressly waives any interest in same, agrees that the same do not constitute realty and acknowledges that Grantee is authorized to remove said personal property.

6. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the parties hereto or any person or entity which acquires title to or the right to possession of the Property whether directly or indirectly through Lender and to any assignees, licensees, agents, subeasement holders, tenants or subtenants of Grantee. Furthermore, in the event Grantee assigns its right to purchase the Easement and Assignment to a

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third party, Grantee shall have the right to assign its rights and interest in this Agreement to such third party without the consent of Lender and Grantor.

7. Notices. All notices which are required or permitted to be given or served hereunder shall be in writing and shall be deemed to have been given or served (a) by hand delivery on the date of hand delivery; (b) one business day after delivery to an overnight courier for next business day delivery or (c) three days after deposit in United States Mail via certified mail, return receipt requested to the address given above. Any party hereto may change the address set forth above from time to time by serving written notice of the change upon the other parties hereto.

8. Counterparts. This Agreement may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Property are located.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the date first set forth above.

[Signature pages follow.]

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GRANTEE:

CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company



R. Christopher Mooney

Director - Land Acquisition Operations

By:
Print Name:
Print Title:

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF HARRIS)

KZ
Director
On this 24 day of September 2009, before me, the subscriber, a Notary Public in and for said State and County, personally appeared R. Christopher Mooney, the R. Christopher Mooney of CROWN CASTLE TOWERS 09 LLC, a Delaware limited liability company, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Notary Public

My Commission Expires: 9.19.2012



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GRANTOR:

PARK NATIONAL BANK, AS SUCCESSOR TRUSTEE TO COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TRUSTEE TO AUSTIN BANK OF CHICAGO, AS TRUSTEE UNDER TRUST DATED AUGUST 10, 1988, TRUST #6465, not personally

****for signature, notary and exculpatory provisions of trustee see RIDER attached hereto which is expressly incorporated herein and made a part hereof.**

By: _____
Print Name: _____
Print Title: _____

STATE OF _____)
COUNTY OF _____)
**

On this _____ day of _____ 2009, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of **PARK NATIONAL BANK, AS SUCCESSOR TRUSTEE TO COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TRUSTEE TO AUSTIN BANK OF CHICAGO, AS TRUSTEE UNDER TRUST DATED AUGUST 10, 1988, TRUST #6465**, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State/Commonwealth and County on the day and year last above written.

Notary Public

My Commission Expires: _____

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PARK NATIONAL BANK, as Trustee under Trust Number 6465, individually is not a party to the foregoing **CONSENT, NONDISTURBANCE, and ATTORNMENT AGREEMENT**. It is understood and agreed as follows: **PARK NATIONAL BANK**, as Trustee under the above entitled trust, holds only legal title to the premises and does not have any right, duty or obligation under the terms of said Trust Agreement to operate, manage or control said premises, but the right to operate, manage and control said premises is in the beneficiary or beneficiaries of said Trust, and **PARK NATIONAL BANK** makes this statement not individually but as Trustee, solely for the purpose of subjecting its interest, if any, in the legal title to the premises which are the subject of this agreement therein referred to the terms thereof, and it does not by this statement assume any duty to operate, manage or control said premises, nor does it assume any responsibility or liability with respect to the undertakings or representations in said agreement and or to the operation, management or control thereof. Any claims against said trust, individually or in its trust capacity, which may result therefrom, shall be payable only out of the property which is the subject matter thereof.

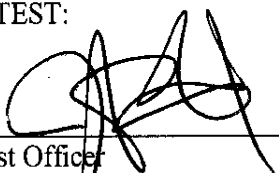
Further, **PARK NATIONAL BANK**, as Trustee under the aforesaid Trust Agreement has, to the best of its knowledge, no independent knowledge and has conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties, made, granted, extended or asserted whether expressly made or implied by any document to which this exculpation and the Trustee's signatures is attached regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this agreement to, or for the party whose benefit this agreement is being executed.

PARK NATIONAL BANK, as trustee has affixed its exculpatory clause limiting the Trustee's liability under this agreement, and acceptance of this document by the party for whose benefit this instrument is being executed shall be deemed acceptance of the terms, conditions and provisions of this exculpatory provision.

It is hereby understood and agreed that **PARK NATIONAL BANK**, neither individually nor as Trustee, by the execution hereof, has ratified any of the terms of the aforesaid agreement nor signing thereof insofar as it purports to be signed by its Vice President-Trust Officer and Trust Officer on behalf of **PARK NATIONAL BANK**.

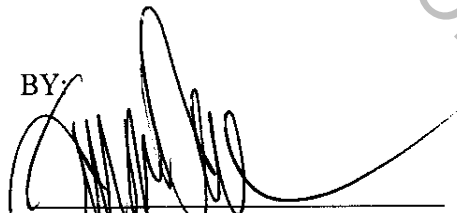
PARK NATIONAL BANK,
as Trustee as aforesaid and not personally.

ATTEST:



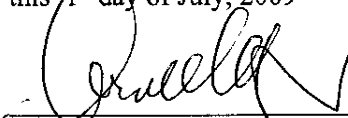
Trust Officer
James S. Galco

BY:

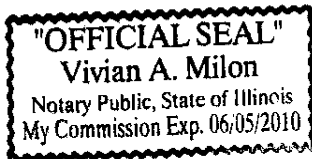


Vice President -Trust Officer
Todd W. Cordell

Subscribed and Sworn to before me
this 1st day of July, 2009



Notary Public



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LENDER:

AUSTIN BANK OF CHICAGO

By:

Print Name:

Print Title:

[Handwritten Signature]
 _____ Vice President Commercial Loans
Robert L. Zull

 Vice President - Commercial Loans

ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK)

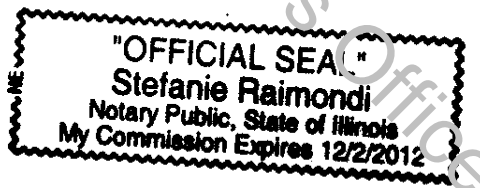
On this 6 day of July 2009, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of **AUSTIN BANK OF CHICAGO**, and in due form of law acknowledged that he/she is authorized on behalf of said entity to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State/Commonwealth and County on the day and year last above written.

Stefanie Raimondi

 Notary Public

My Commission Expires: 12-2-2012



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EXHIBIT A (Description of Property)

A portion of the lands of PARK NATIONAL BANK, AS SUCCESSOR TRUSTEE TO COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TO AUSTIN BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 10, 1988 AND KNOWN AS TRUST NUMBER 6465, as described in Unrecorded Amendment to Trust Agreement dated April 7, 2008, and being a part of Lots 46, 47 & 48 in Block 3 in Hood's Subdivision of Blocks 1 to 16 and 8 & 18 in Salisbury's Subdivision, more particularly described as follows: Commencing at the northeast corner of said Lot 48; thence South 88 degrees 24 minutes 27 seconds West 35.67 feet along the north line of said lot to the point of beginning of this description; thence South 1 degree 35 minutes 33 seconds East 56.00 feet; thence South 88 degrees 24 minutes 27 seconds West 25.00 feet; thence North 1 degree 35 minutes 33 seconds West 56.00 feet to the north line of said lot; thence North 88 degrees 24 minutes 27 seconds East 25.00 feet along said north line to the point of beginning and containing 1,400 square feet, more or less.

Subject to all rights-of-way, easements, and restrictions of record.

Together with all right, title and interest of Grantor in and to the following described Access Easement:

ACCESS EASEMENT

A portion of the lands of PARK NATIONAL BANK, AS SUCCESSOR TRUSTEE TO COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TO AUSTIN BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 10, 1988 AND KNOWN AS TRUST NUMBER 6465, as described in Unrecorded Amendment to Trust Agreement dated April 7, 2008, and being a part of Lots 46, 47 & 48 in Block 3 in Hood's Subdivision of Blocks 1 to 16 and 8 & 18 in Salisbury's Subdivision, more particularly described as follows: Commencing at the northeast corner of said Lot 48; thence South 88 degrees 24 minutes 27 seconds West 35.67 feet along the north line of said lot; thence South 1 degree 35 minutes 33 seconds East 20.52 feet to the point of beginning of this description; thence South 66 degrees 14 minutes 14 seconds East 39.47 feet to the east line of said Lot 47; thence South 1 degree 35 minutes 33 seconds East 13.28 feet along said east line and along the east line of said Lot 46; thence North 66 degrees 14 minutes 14 seconds West 39.47 feet; thence North 1 degree 35 minutes 33 seconds West 13.28 feet to the point of beginning and containing 474 square feet, more or less.

Subject to all rights-of-way, easements, and restrictions of record.

A-1

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Together with all right, title and interest of Grantor in and to the following described Utility Easement:

UTILITY EASEMENT

A portion of the lands of PARK NATIONAL BANK, AS SUCCESSOR TRUSTEE TO COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TO AUSTIN BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 10, 1988 AND KNOWN AS TRUST NUMBER 6465, as described in Unrecorded Amendment to Trust Agreement dated April 7, 2008, and being a part of Lots 47 & 48 in Block 3 in Hood's Subdivision of Blocks 1 to 16 and 8 & 18 in Salisbury's Subdivision, more particularly described as follows: Commencing at the northeast corner of said Lot 48; thence South 88 degrees 24 minutes 27 seconds West 35.67 feet along the north line of said lot; thence South 1 degree 35 minutes 33 seconds East 11.67 feet to the point of beginning of this description; thence South 66 degrees 14 minutes 14 seconds East 39.47 feet to the east line of said Lot 47; thence South 1 degree 35 minutes 33 seconds East 8.85 feet along said east line; thence North 66 degrees 14 minutes 14 seconds West 39.47 feet; thence North 1 degree 35 minutes 33 seconds West 8.85 feet to the point of beginning and containing 316 square feet, more or less.

Subject to all rights-of-way, easements, and restrictions of record.

PIN # 16-05-405-001-0000

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