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GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Doc#: 1221418102 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/01/2012 02:06 PM Pg: 1 of 19

This document was prepared
by:

Chase L. Cantrell, Esq.
Dykema Gossett PLLC
400 Renaissance Center
Detroit, Michigan 48243
(313) 568-6800

After recording return to:

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311

ATTN: LISABEL OR 01-12091228

See Exhibit A for Common Addresses and P.I.N.s

Above Space for Recorder's Use Only

| | |
|-----------------|-------------------------|
| Facilities: | 875650 |
| Street Address: | 16050 Centennial Circle |
| City: | Tinley Park |
| County: | Cook |
| State: | Illinois |

between

CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company ("Crown")

and

STATE BANK OF COUNTRYSIDE,
as Trustee under Trust Agreement dated December 1, 1991
and known as Trust Number 91-1106 ("Grantor")

Site: Centennial Lanes
BUN: 875650
DET01\968663.9
ID\CLC - 101460\0386

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GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (this "Easement") is made this 6TH day of July, 2012, by and between **STATE BANK OF COUNTRYSIDE**, as Trustee under Trust Agreement dated December 1, 1991 and known as Trust Number 91-1106, having a mailing address of c/o Centennial Lanes, Inc., 16050 Centennial Circle, Tinley Park, Illinois 60477 ("Grantor"), and **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Crown").

1. Description of Grantor's Property. Grantor is the owner of that certain land and premises in Tinley Park, County of Cook, State of Illinois, by grant or conveyance described in the Public Records of Cook County, Illinois at Official Records Instrument No. 91-678784, the description of said property is attached hereto as **Exhibit "A"** (hereinafter "Grantor's Property").

2. Description of Easement. For good and valuable consideration, the sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Crown, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as an approximately 1,350 square foot parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as **Exhibit "B"** and described by metes and bounds in **Exhibit "C"** attached

hereto. Grantor also grants to Crown, its successors and assigns, as part of this Easement, a non-exclusive, perpetual right-of-way for ingress and egress, seven (7) days per week, twenty-four (24) hours per day, on foot or motor vehicle, including trucks, along a right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as **Exhibit "B"** and described by metes and bounds in **Exhibit "C"**. In the event Crown or any public utility is unable, for a reason that is commercially reasonable, to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way to Crown, in a location and in such form as Crown and Grantor shall mutually agree (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Cook County, State of Illinois, and concurrently therewith, the prior Access Easement granted hereunder shall be terminated and similarly recorded. Also, Grantor hereby grants to Crown, its successors and assigns a non-exclusive construction and maintenance easement adjacent to the Easement Area, for use by Crown from time to time, in a location that Grantor and Crown shall mutually agree is reasonably necessary for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and Crown shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. Easement Area. The Easement Area shall be used for constructing, maintaining and operating communications

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facilities, including, without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, and equipment (the "Permitted Use"). It is the intent of the parties that Crown's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Crown on the Easement Area if such improvements are necessary for the Permitted Use and do not violate applicable law. If requested by Crown, Grantor will execute, at Crown's sole cost and expense, all commercially reasonable documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Crown in Crown's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Crown and required by applicable law, rule or ordinance. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. Perpetual Easement. This Easement and Crown's rights and privileges hereunder shall be perpetual, except as may be earlier terminated as provided herein.

5. Purchase Price, Down Payment and Installment Payments. The purchase price for the rights and interest granted to Crown pursuant to this Easement is Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the "Purchase Price"). Upon full execution of this Easement by both parties, Crown shall pay a down payment on

the Purchase Price in the amount set forth in **Exhibit "D"** attached hereto (the "Down Payment"). Thereafter, Crown shall pay the remainder of the Purchase Price in monthly installment payments (each an "Installment Payment"). The due dates, amounts, and number of Installment Payments are set forth in the payment schedule in **Exhibit "D"**. Notwithstanding the foregoing, Crown shall have the right to pay the remaining full balance of the Purchase Price in advance (the "Payoff Amount") in accordance with the applicable Payoff Amount shown on the payment schedule in **Exhibit "D"**, and upon payment of the Payoff Amount, no further Installment Payments shall be due to Grantor. Grantor and Crown agree that, even though the Purchase Price will be paid in installments, (i) all rights granted to Crown in this Easement shall be fully vested in Crown upon full execution and delivery of this Easement by both parties, and (ii) the entire Purchase Price shall be earned by Grantor upon full execution of this Easement by both parties.

6. Hazardous Materials.

(a) Crown shall not (either with or without negligence) (i) cause the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law on or from the Easement Area or any other easement area hereunder, or (ii) permit the same by persons acting under Crown on or from the Easement Area or any other easement area hereunder. In all events, Crown shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release

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of any Hazardous Materials on or from the Easement Area or any other easement area hereunder if caused by Crown or persons acting under Crown. Crown shall (i) execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Crown's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area, and (ii) notify Grantor of and furnish Grantor with copies of any notification received from any federal, state, city, or local government or agency having jurisdiction over the Easement Area within five (5) days of Crown's receipt of such notification.

(b) Grantor shall indemnify and hold Crown harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) resulting from the presence or release by Grantor or persons acting under Grantor, excluding, however, the tenant from time to time under the Lease Agreement (as defined below), of any Hazardous Materials onto the Easement Area or any other easement area hereunder. Notwithstanding the foregoing, Grantor shall have no obligation to indemnify Grantor for matters relating to Hazardous Materials (i) disclosed in any environmental report or investigation heretofore obtained by Crown or its affiliates, or (ii) of which Crown or its affiliates have knowledge as of the date hereof. Grantor shall (i) execute such affidavits, representations and the like from time to time as Crown may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on the Easement Area, and (ii) notify Crown of and furnish Crown

with copies of any notification received from any federal, state, city, or local government or agency having jurisdiction over the Easement Area within five (5) days of Grantor's receipt of such notification.

(c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. Insurance. At all times, Crown, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having

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jurisdiction in connection with the operation of Crown's business upon the Easement Area during the term of the Easement. Without limiting the foregoing, such insurance shall include commercial general liability insurance with limits of not less than \$5,000,000 combined single limit of liability for bodily injury and/or property damage. Grantor hereby agrees that Crown may satisfy this requirement with a combination of primary and umbrella excess policies that apply to other locations as well. Grantor shall be named as an additional insured on the required commercial general liability policy or policies. Crown shall provide evidence of such insurance upon Grantor's request.

8. Security of Crown's Communications Facilities. Prior to the date hereof, the lessee under the Lease Agreement (as hereinafter defined), which lessee is an affiliate of Crown, has constructed a chain link fence (the "Fence") around the perimeter of the communications facilities located on the Easement Area. Grantor and Crown agree that Crown and/or Crown's lessees, licensees, and/or sub-easement holders may continue to maintain such Fence in its present location or may relocate such Fence anywhere inside the perimeter of such communications facilities.

9. Removal of Obstructions. Crown has the right to remove obstructions that encroach upon the Easement Area, including, but not limited to, vegetation that may encroach upon the Easement Area ("Encroachment"), upon five business days' prior written notice to Grantor, which notice shall contain a description of the Encroachment to be removed and the reason for such removal. Crown shall only remove Encroachments to the minimum extent necessary to eliminate any interference with or hazard to Crown's use of the Easement

Area. Crown shall be responsible for disposing of any materials related to the removal of Encroachments, and such removal shall be at Crown's sole cost and expense.

10. Assignment of Lease Agreement. The parties hereby acknowledge that STC Two LLC, a Delaware limited liability company ("STC"), and Grantor are the current parties to that certain PCS Site Agreement dated June 8, 1998, originally by and between SprintCom, Inc., a Kansas corporation ("SprintCom"), and State Bank of Countryside, as Trustee under Trust Agreement dated December 1, 1991, Trust Number 91-1106, a memorandum of which was recorded on May 18, 1999 in Instrument No. 99480767 in the Public Records of Cook County, Illinois (as amended and/or assigned, the "Lease Agreement"). The Lease Agreement was amended by that certain Amendment to PCS Site Agreement dated May 10, 2001 and that certain Second Amendment to PCS Site Agreement dated April 6, 2009, a memorandum of which was recorded on December 10, 2009 in Instrument No. 0934403048 in the Public Records of Cook County, Illinois. The Lease Agreement was assigned to STC by SprintCom pursuant to a General Assignment and Assumption Agreement dated May 26, 2005. Grantor hereby assigns to Crown all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (a) to extend the term length; (b) to increase the size of the leased premises within the Easement Area; and/or (c) in any other manner deemed necessary by Crown. Grantor and Crown acknowledge and agree that, after the date hereof, Grantor shall have no further liability or obligation relating to the Lease Agreement and further agree that (x) the

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Lease Agreement shall at all times remain subordinate to this Easement, (y) upon termination of this Easement, any possessory rights to the Easement Area held by Crown or Crown's lessees, licensees, and/or sub-easement holders shall terminate and Crown shall promptly terminate the Lease Agreement, and (z) promptly after execution of this Easement, Crown shall modify the Lease Agreement to remove the right of first refusal contained therein and shall obtain the written agreement of STC regarding such modification.

11. [Intentionally Omitted]

12. Real Estate Taxes. Grantor shall pay all real estate taxes for the tax parcel upon which the Easement Area is located; provided Crown agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide Crown any documentation evidencing the increase and how such increase is attributable to Crown's use. Crown reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Crown in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes for the tax parcel upon which the Easement Area is located prior to such taxes becoming delinquent, Crown may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Crown shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of twelve percent (12%) per annum (calculated from the date Crown pays the Delinquent Taxes until Grantor repays such sums due to Crown) and shall have a lien against the Easement Area with respect thereto.

13. [Intentionally Omitted]

14. Waiver. The failure of any party to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

15. Limitation on Damages. In no event shall either party be liable to the other party for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use, the Easement Area, the Access Easement, or any Additional Access Easement.

16. Recording. Grantor acknowledges that Crown intends to record this Easement with the appropriate recording officer upon execution of this Easement. Grantor and Crown agree that Crown shall remove **Exhibit "D"** to this Easement prior to recording. At Crown's option, instead of recording this Easement, Grantor and Crown will execute a memorandum of this Easement, excluding the information on **Exhibit "D"**, to be recorded with the appropriate recording officer.

17. Hold Harmless. Each party (an "Indemnitor") hereby indemnifies, holds harmless, and agrees to defend the other party (an "Indemnitee") against all damages asserted against or incurred by Indemnitee by reason of, or resulting from, (a) the breach by Indemnitor of any obligation hereunder or of any representation, warranty, or covenant of Indemnitor contained herein, or (b) any negligent act or omission of Indemnitor, except, however, to the extent such damages may be due to or caused by the acts of Indemnitee or its agents.

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18. Grantor's Covenant of Title.

Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) subject to the terms and conditions of this Easement and the terms of documents recorded in the public records of Cook County, Illinois, Crown shall have quiet possession, use, and enjoyment of the Easement Area; and (c) that Grantor shall execute such further assurances thereof as may be reasonably required.

19. Non-Interference.

From and after the date hereof and continuing until this Easement is terminated (if ever), Crown and its permitted lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities solely within the Easement Area. Grantor acknowledges and agrees that the operation of communication facilities within the Easement Area by Crown and its permitted lessees, licensees and/or sub-easement holders may emit radio frequencies onto Grantor's Property in conformance with the Permitted Use. Grantor shall not permit (a) the construction, installation or operation of any communications facilities on Grantor's Property that emit radio frequencies other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement, except as may be required from time to time in connection with Grantor's customary operation of its business on Grantor's Property, or (b) any condition on Grantor's Property, which is within the control of Grantor or persons acting under Grantor, which materially interferes with Crown's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall

be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. Eminent Domain.

If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, Crown shall be entitled to any eminent domain proceeds that are attributable to the perpetual easement granted herein and any personal property owned by Crown located on the acreage subject to such perpetual easement, and Grantor shall be entitled to any eminent domain proceeds that are attributable to the Grantor's fee.

21. Grantor's Property.

Grantor shall not do, or permit persons acting under Grantor to do, anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect (a) the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or (b) Crown's ability to conduct the Permitted Use within the Easement Area. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit Crown from using the Easement Area for the Permitted Use.

22. Entire Agreement.

Grantor and Crown agree that this Easement contains all

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of the agreements, promises and understandings between Grantor and Crown relating to the Easement Area and Access Easement. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Crown in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

23. Construction of Document.

Grantor and Crown acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

24. Applicable Law.

This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Illinois. The parties agree that the venue for any litigation regarding this Easement shall be Cook County, State of Illinois.

25. Notices.

All notices hereunder shall be in writing and shall be given by (a) established express delivery service which maintains delivery records, (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Grantor:

Centennial Lanes, Inc.
16050 Centennial Circle
Tinley Park, IL 60477
Attn: Robert Alexenburg
Facsimile No.: (708) 633-0387

If to Crown:

Crown Castle Towers 09 LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317
Facsimile No.: (724) 416-2353

26. Assignment. Crown has the right, within its sole discretion, to sell, assign, lease, convey, license, or encumber any of its interest in the Easement Area, together with the Access Easement, without consent, upon not less than thirty (30) days' prior written notice to Grantor; provided, however, that (i) the use of the Easement Area must remain the Permitted Use, and (ii) this Easement, all rights hereunder, and any lease, license, or encumbrance granted by Crown shall at all times remain subordinate to Grantor's fee simple interest in the Grantor's Property and any future mortgage granted by Grantor from time to time that encumbers such fee simple interest. In addition, Crown has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area or Access Easement without consent upon not less than thirty (30) days' prior written notice to Grantor; provided, however, that the use of any sub-easement must remain the Permitted Use. Any such sale, assignment, lease, license, conveyance, sub-easement, or encumbrance effected in accordance with the provisions hereof shall be binding upon

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the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective only (i) upon Crown sending written notice thereof ("Notice of Assignment") to Grantor at Grantor's mailing address stated above, and (ii) upon Crown's payment of the full remaining balance of the Purchase Price to Grantor in one lump sum payment. Such assignment made in accordance with the terms hereof shall relieve Crown from any further liability or obligation accruing hereunder on or after the date of the assignment. A Notice of Assignment shall contain evidence of the assignee's assumption of Crown's obligations under this Easement.

27. Partial Invalidity. If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

28. Mortgages. Grantor hereby represents and warrants to Crown that the only mortgages encumbering the Grantor's Property are held by State Bank of Countryside and it shall be a condition precedent to the validity hereof that the parties hereto and State Bank of Countryside enter into a Consent, Non-Disturbance and Attornment Agreement in the form attached hereto as **Exhibit "E"**. The parties hereto hereby agree to execute, and Grantor shall use good faith, diligent efforts to cause any future mortgagee to execute, a Consent, Non-Disturbance and Attornment Agreement in commercially reasonable and recordable form in respect of any mortgage hereafter placed against Grantor's Property.

29. Successors and Assigns. The terms of this Easement shall constitute a covenant running with the Grantor's

Property for the benefit of Crown and its permitted successors and assigns and shall extend to and bind the permitted heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage (subject to Section 28 above), lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Crown's rights hereunder.

30. Construction of Easement.

The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

31. Default.

(a) **Notice of Default; Cure Period.** In the event that there is a default by Grantor or Crown (the "Defaulting Party") with respect to any of the provisions of this Easement or Grantor's or Crown's obligations under this Easement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any default. The Defaulting Party shall have such extended periods as may be required beyond the thirty (30) day cure period to cure any default if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and if the Defaulting Party

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commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effectuate any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section. Notwithstanding the foregoing, the cure period for any monetary default shall be ten (10) days after written notice to the Defaulting Party, which cure period shall not be extended beyond such ten (10) days.

(b) Consequences of Default – General. Subject to Section 31(c) below, in the event that a Defaulting Party is in default beyond the applicable periods set forth above, the Non-Defaulting Party may, at its option, and subject to the provisions of Section 15 above, pursue all of its rights and remedies at law and in equity, including, without limitation, the right to injunctive relief, to require specific performance of this Easement, or to collect damages from the Defaulting Party (including the Non-Defaulting Party's reasonable attorneys' fees and all reasonable costs and expenses incurred by the Non-Defaulting Party as a result of the default). In addition to the foregoing remedies, the Non-Defaulting Party may seek the termination of this Easement; however, such termination shall be valid only upon the issuance by a court of competent jurisdiction of a non-appealable final order, decree, or ruling approving such termination. All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order.

(c) Additional Consequences of Grantor's Default. In addition to the rights set forth in Section 31(b), if Grantor is in default beyond the applicable periods set

forth above and Crown has paid the Purchase Price in full, Crown shall have the unilateral right, but not the obligation, to terminate this Easement, which termination will be effective upon Crown providing written notice to Grantor. Upon termination of this Easement pursuant to this Section 31(c), Grantor may retain the full Purchase Price paid to Grantor, as described above in this Section 31(c).

32. IRS Form W-9. Grantor agrees to provide Crown with a completed IRS Form W-9 or its equivalent (the "W-9 Form") upon execution of this Easement and at such other times as may be reasonably requested by Crown in writing. Grantor's failure to provide the W-9 Form within thirty (30) days after Crown's written request shall be considered a default and Crown may take any action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from the Installment Payments. In the event the Grantor's Property is transferred, the successor-in-interest to Grantor's rights under this Easement (the "Successor Grantor") shall have a duty to provide Crown with a deed evidencing the transfer of the Grantor's Property, a completed W-9 Form signed by the Successor Grantor, and other related paperwork requested by Crown (the "Transfer Documents") in order to effectuate a transfer in the payment of Installment Payments from Grantor to the Successor Grantor. Crown shall have no obligation to pay Installment Payments to the Successor Grantor until Crown receives the Transfer Documents.

33. Crown's Right To Terminate. In the event that the Lease Agreement expires or terminates for any reason, Crown shall have the unilateral right, but not the obligation, to terminate this Easement. Upon termination of this Easement pursuant

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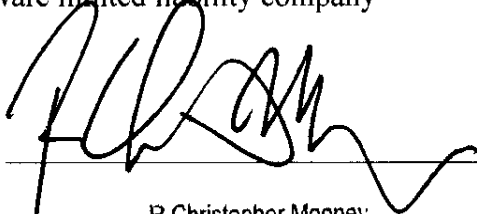
to this Section 33, (a) Grantor may retain the Down Payment and any Installment Payments paid to Grantor prior to such termination, (b) Crown shall pay the full remaining balance of the Purchase Price to Grantor in one lump sum payment upon such termination, and (c) the parties shall have no further obligations to each other, except for the indemnification obligations set forth herein; provided, however, that Crown shall, within a reasonable time, remove all of its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition existing prior to the commencement date of the Lease Agreement, reasonable wear and tear excepted. Said termination shall be effective upon Crown providing written notice of termination to Grantor and upon the recording a termination of this Easement among the Public Records of Cook County, State of Illinois.

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CROWN:


CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company

By: 
 Name: R.Christopher Mooney
 Title: Vice President

STATE OF TEXAS)
) SS
 COUNTY OF HARRIS)

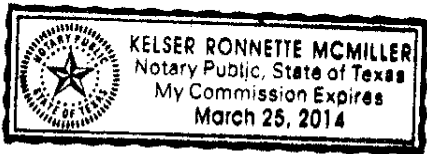
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on JULY 5, 2012, R. CHRISTOPHER MOONEY personally known to me to be the VICE PRESIDENT of **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, on behalf of the limited liability company, he/she signed, sealed and delivered the foregoing Grant of Easement and Assignment of Lease as his/her free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and the year last above written.



Notary Public, State of Texas, County of Harris
 My Commission Expires: 3-25-14

[SEAL]



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EXHIBIT A – GRANTOR'S PROPERTY

That part of Lot 3 lying North of a line drawn parallel with the North line of said Lot 3 through a point in the West line of said Lot 3 which point is 352.19 feet South of the Northwest corner of said Lot 3 as measured along said West line, all in Centennial Office Park, being a Subdivision of part of the Northwest 1/4 of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

Tax Parcel Identification Number: 28-19-100-052-0000

Common Address: 16050 Centennial Circle, Tinley Park, Illinois 60477

Property of Cook County Clerk's Office

A-1

Site: Centennial Lanes
BUN: 875650
DET01\968663.9
ID\CLC - 101460\0386

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EXHIBIT B - SITE PLAN

LEGEND

- FOUND IRON PIPE
- ▬ RECORD DESCRIPTION DATA
- P.O.B. POINT OF BEGINNING
- P.L.C. POINT OF COMMENCEMENT
- IRON PIN
- OVERHEAD UTILITY LINES
- ▬ ELECTRICAL TRANSMISSION
- ▬ RAILROAD TRACK
- ▬ TELEPHONE
- ▬ WATER MAIN
- ▬ CABLE TELEVISION
- ▬ SANITARY MANHOLE
- ▬ FLAMED GAS SERVICE
- ▬ FIRE HYDRANT

PROPERTY OF COOK COUNTY CLERK'S OFFICE

MAP OF TOWER AREA
IN SECTION 18,
TOWNSHIP 28 NORTH, RANGE 13 EAST
FOR: CROWN CASTLE
SITE: CENTENNIAL LANES
BUN: 875650
16050 CENTENNIAL CIRCLE
TIMLEY PARK, IL 60477
COOK COUNTY
CROWN CASTLE
M GASTLE

GEOLINE
SURVEYING, INC.
1745 S. WASHINGTON ST., SUITE 100, CHICAGO, IL 60606
PH: (312) 463-8888
FAX: (312) 463-8889
WWW.GEOLINE.COM

MeritCorp
125 W. VAN BUREN ST., SUITE 100, CHICAGO, IL 60606
PH: (312) 463-8888
FAX: (312) 463-8889
WWW.MERITCORP.COM

SURVEYORS' NOTES:

1. THIS PLAN WAS PREPARED BY GEOLINE SURVEYING, INC. UNDER THE SUPERVISION OF MERITCORP SURVEYORS.
2. ALL DIMENSIONS ARE TO THE CENTER OF THE CIRCLE UNLESS OTHERWISE NOTED.
3. THE SURVEY AREA HAS BEEN VERIFIED BY THE SURVEYORS AND FOUND TO BE CORRECT.
4. ALL NECESSARY TOWN RECORDS AND THE RECORDS OF THE STATE OF ILLINOIS HAVE BEEN REVIEWED.
5. THE LAND HAS BEEN PREPARED BY GEOLINE SURVEYING, INC. UNDER THE SUPERVISION OF MERITCORP SURVEYORS FOR THE PURPOSES OF THE STATE OF ILLINOIS.

CERTIFICATION:
I, HENRY CENTRY TO CROWN CASTLE AND STEWART TITIE GUAMITY COMPANY.

OWNER:
CROWN CASTLE, LLC
1000 N. WASHINGTON ST., SUITE 100, CHICAGO, IL 60606
PH: (312) 463-8888
FAX: (312) 463-8889
WWW.CROWNCASTLE.COM

DATE: 1/18/2008
BY: HENRY CENTRY TO CROWN CASTLE AND STEWART TITIE GUAMITY COMPANY

| NO. | REVISION | DATE | BY |
|-----|------------------|---------|----|
| 1 | AREA TABLE | 1/18/08 | JK |
| 2 | OWNER APPROVAL | 1/18/08 | JK |
| 3 | TITLE EASEMENT | 1/18/08 | JK |
| 4 | UTILITY EASEMENT | 1/18/08 | JK |

Site: Centennial Lanes
 BUN: 875650
 DET01968663.9
 ID\CLC - 1014600386

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EXHIBIT C – EASEMENT AREA AND ACCESS EASEMENT

EASEMENT AREA:

THAT PART OF LOT 3 IN CENTENNIAL OFFICE PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON STAKE AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 88 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT, 459.93 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREES 15 MINUTES 59 SECONDS EAST 43.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH EDGE OF A CONCRETE CURB; THENCE SOUTH 88 DEGREES 41 MINUTES 01 SECONDS WEST, ALONG SAID EXTENSION AND NORTH EDGE, 31.00 FEET; THENCE NORTH 1 DEGREES 18 MINUTES 59 SECONDS WEST 43.52 FEET TO THE NORTH LINE OF SAID LOT; THENCE NORTH 88 DEGREES 31 MINUTES 42 SECONDS EAST, ALONG SAID NORTH LINE, 31.00 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 1350 SQUARE FEET (OR 0.03 ACRES), MORE OR LESS.

ACCESS EASEMENT:

THAT PART OF LOT 3 IN CENTENNIAL OFFICE PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON STAKE AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 88 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT, 459.93 FEET; THENCE SOUTH 1 DEGREES 18 MINUTES 59 SECONDS EAST 26.60 FEET TO A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 41 MINUTES 01 SECONDS EAST 18.00 FEET; THENCE SOUTH 1 DEGREES 18 MINUTES 59 SECONDS EAST 15.00 FEET; THENCE SOUTH 46 DEGREES 18 MINUTES 59 SECONDS EAST 7.07 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 01 SECONDS EAST 15.00 FEET; THENCE SOUTH 1 DEGREES 18 MINUTES 59 SECONDS EAST 12.00 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 01 SECONDS WEST 15.00 FEET; THENCE SOUTH 43 DEGREES 41 MINUTES 01 SECONDS WEST 7.07 FEET; THENCE SOUTH 1 DEGREES 18 MINUTES 59 SECONDS EAST 229.35 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 34 SECONDS EAST 7.07 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 50 SECONDS EAST 318.16 FEET; THENCE NORTH 86 DEGREES 23 MINUTES 50 SECONDS EAST 68.61 FEET TO A POINT ON THE WEST LINE OF CENTENNIAL CIRCLE BEING A CURVED LINE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 533.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID WEST LINE, AN ARC DISTANCE OF 15.72 FEET; THENCE SOUTH 86 DEGREES 23 MINUTES 50 SECONDS WEST 58.68 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 50 SECONDS WEST 335.40 FEET; THENCE NORTH 1 DEGREES 18 MINUTES 59 SECONDS WEST 266.36 FEET; THENCE NORTH 46 DEGREES 18

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MINUTES 59 SECONDS WEST 7.07 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 01 SECONDS WEST 1.00 FEET; THENCE NORTH 1 DEGREES 18 MINUTES 59 SECONDS WEST 12.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 8,404 SQUARE FEET (OR 0.19 ACRES), MORE OR LESS.


TOGETHER WITH THE FOLLOWING UTILITY EASEMENT:

THAT PART OF LOT 3 IN CENTENNIAL OFFICE PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON STAKE AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 88 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT, 295.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREES 28 MINUTES 18 SECONDS EAST 8.00 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 42 SECONDS WEST 164.89 FEET; THENCE NORTH 1 DEGREES 18 MINUTES 59 SECONDS WEST 8.00 FEET TO SAID NORTH LINE; THENCE NORTH 88 DEGREES 31 MINUTES 42 SECONDS EAST ALONG SAID NORTH, 164.87 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 1319 SQUARE FEET (OR 0.03 ACRES), MORE OR LESS.

Part of Tax Parcel Identification Number: 23-19-100-052-0000
 Common Address: 16050 Centennial Circle, Tinley Park, Illinois 60477

STATE OF ILLINOIS



STATE TAX


AUG. -1.12

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000010665

| |
|---------------------------------|
| REAL ESTATE TRANSFER TAX |
| 0025000 |
| FP 103037 |

COOK COUNTY
REAL ESTATE TRANSACTION TAX



COUNTY TAX

AUG. -1.12

REVENUE STAMP

0000010504

| |
|---------------------------------|
| REAL ESTATE TRANSFER TAX |
| 0012500 |
| FP 103042 |

Site: Centennial Lanes
 BUN: 875650
 DET01\968663.9
 ID\CLC - 101460\0386

UNOFFICIAL COPY

EXHIBIT E – FORM OF CONSENT, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

See attached.

Property of Cook County Clerk's Office

A large, dense black scribble consisting of multiple overlapping, diagonal strokes, obscuring the text 'Property of Cook County Clerk's Office'.

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