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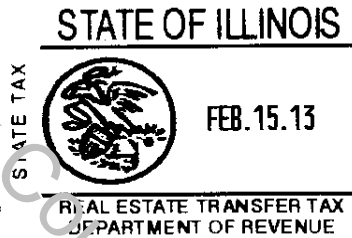


Doc#: 1305117030 Fee: \$62.00
Karen A. Yarbrough RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/20/2013 01:42 PM Pg: 1 of 13

This Instrument prepared
out of state by:

Traci S. Jackson
Singleton Cooksey PLLC
6363 Woodway, Suite 600
Houston, Texas 77057
713-532-6200

After recording return by mail to:
Old Republic National Title Insurance Company
Commercial Department
530 S. Main St. - Suite #1031
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888-406-5166 01-11161305 02E



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ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASES

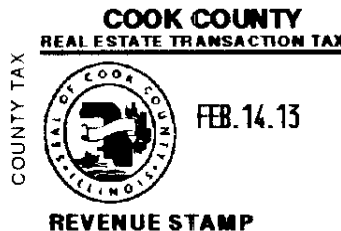
THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASES (this "**Assignment**") is entered into as of the 27 day of February, 2012, by and between **CELL TOWER LEASE ACQUISITION LLC**, a Delaware limited liability company ("**Assignor**") with a mailing address of 750 Park of Commerce Blvd, Suite 300, Boca Raton, FL 33437, and **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company ("**Assignee**") with a mailing address of 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317-8564

WITNESSETH

WHEREAS, Assignor acquired the grantee's interest in that certain Easement and Assignment Agreement described on **Exhibit A** (the "**Easement**"), encumbering the property described on **Exhibit B** (the "**Parent Parcel**") for the use of the property defined in the Easement as the Communication Easement and generally described on Exhibit B-1 to the Easement (referred to herein as the "**Original Easement Area**") and the Access and Utility Easements generally described on Exhibit B-2 to the Easement (referred to herein collectively as the "**Access and Utility Easements**"); the Easement also assigned to Assignor, or its predecessor in interest, landlord's beneficial interest in any lease agreements affecting the Original Easement Area.

WHEREAS, for purposes only of describing the intent of the parties hereto and in no way limiting or modifying the grants and purposes set forth in the Easement, the Easement relates to the maintenance

Assignment and Assumption - Cook County, Illinois
Cog Hill - BU# 816941



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and operation of four (4) separate communication towers; it is the intent of this Assignment to provide notice of Assignor's assignment of all interests relating to one such tower while retaining Assignor's interests relating to the other towers.

WHEREAS, in furtherance thereof, this Assignment shall ratify, confirm and provide notice in the public record of the assignment pursuant to the Global Assignment by Assignor to Assignee of the portion of the Easement related to and encumbered by one of the six (6) lease agreements defined in the Easement as "Existing Agreements" and described as item 2 on Exhibit C to the Easement (the "**Crown Lease**") and certain additional areas, subject to and in accordance with the terms hereof. The term "**Global Assignment**" means that certain Assignment and Assumption Agreement dated as of September 16, 2011 (the "**Transfer Date**"), by and between Assignee and GLP LLC, a Delaware limited liability company, acting on behalf of and binding GLP LLC and its Subsidiaries and Affiliates, including, Assignor (collectively, "**GLP**").

WHEREAS, that portion of the Original Easement Area related to and encumbered by the Crown Lease is referred to herein as the "**GSA Easement Area**" and is more specifically described by metes and bounds on Exhibit C. The portions of the Access and Utility Easements described by metes and bounds on Exhibit D are referred to herein as the "**GSA Access and Utility Easements**". The portion of the Original Easement Area less and except the GSA Easement Area shall be referred to herein as the "**GLP Easement Area**" and the lease agreements described as items 1, 3, 4, 5 & 6 on Exhibit C to the Easement encumbering the GLP Easement Area shall be referred to herein as the "**GLP Leases**."

WHEREAS, all of the Access and Utility Easements described by metes and bounds on Exhibit D (the "**Shared Easements**") serves both the GSA Easement Area and the GLP Easement Area.

WHEREAS, the GSA Easement Area and the Shared Easements are generally depicted on Exhibit E.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Capitalized Terms; Incorporation of Recitals. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Global Assignment. The recitals set forth above are incorporated herein for all purposes.
2. Assignment of Easements and the Crown Lease. Effective as of the Transfer Date, Assignor hereby ratifies and confirms (a) Assignor's full assignment and conveyance of Assignor's exclusive easement in and over the portion of the Original Easement Area defined above as the GSA Easement Area; (b) Assignor's full assignment and conveyance of Assignor's easement in and over the GSA Access and Utility Easement Area save and except that portion of the GSA Access and Utility Easement Area defined as the Shared Easements; (c) Assignor's partial assignment of the rights to utilize, jointly with Assignor and others, Assignor's non-exclusive easement in and over the Shared Easements; and (d) Assignor's full assignment of the landlord's interest in the Crown Lease, in each case to Assignee and its successors and assigns, and in each case excluding any CCI Sites Excluded Liabilities (as defined in the Global Assignment) and incorporating the terms of the Global Assignment in its entirety for all purposes, as if set forth herein in its entirety.
3. Acceptance and Assumption of Easements and the Crown Lease. Assignee, as of the Transfer Date, hereby ratifies, confirms and restates its acceptance of the assignments described in Section 2 of this Assignment and Assignee assumes the applicable CCI Sites Assumed Liabilities (excluding any CCI Sites Excluded Liabilities) as to each assignment.

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4. Retention of the GLP Easements and the GLP Lease. Assignee acknowledges and agrees that nothing herein shall act to convey (a) Assignor's exclusive easement over the GLP Easement Area, (b) Assignor's right to continue to utilize jointly with Assignee, on a non-exclusive basis, the Shared Easements or (c) Assignor's interest in the GLP Lease.

5. Taxes. Subject to and in accordance with the terms of the Easement, Assignor shall be solely responsible for any and all Taxes (as defined in the Easement) arising from or related to The GLP Easement Area, and to take commercially reasonable steps, in coordination with Assignee, to enforce the obligations of the Site Owner (as defined in the Easement) in connection with its payment of Taxes owed against the Parent Parcel. Likewise, subject to and in accordance with the terms of the Easement, Assignee shall be solely responsible for any and all Taxes arising from or related to the GSA Easement Area and the portion of the GSA Access and Utility Easement Area save and except that portion of the GSA Access and Utility Easement Area defined as the Shared Easements, and to take commercially reasonable steps, in coordination with Assignor, to enforce the obligations of the Site Owner in connection with its payment of Taxes owed against the Parent Parcel.

6. Maintenance of Shared Easements.

A. Certain Costs Are Not Shared. Subject to and in accordance with the terms of the Easement, Assignor and Assignee agree to each be solely responsible for any roadway, drive or any utilities, or any portions thereof, serving solely the GLP Easement Area or the GSA Easement Area, respectively. Similarly, Assignor and Assignee are each solely responsible for any damages to the Shared Easements costing in excess of \$0 to repair and which are caused solely by it or its agents, invitees, lessees, licensees, contractors or subcontractors.

B. Shared Costs. Subject to and in accordance with the terms of the Easement and Section 6.A. above, Assignor and Assignee agree to share pro-rata based upon the number of towers operating within the GLP Easement Area and the GSA Easement Area ("**Pro Rata Calculation**") in the maintenance, repair, replacement and improvement costs arising in connection with the roadway or drive, or any shared utilities currently located within the Shared Easements. Neither Assignor nor Assignee may expend in excess of \$2,500.00 per occurrence, or \$2,500.00 annually, for any maintenance, repair, replacement or improvements to the Shared Easements, without first obtaining the other party's prior written consent to the work to be performed and the estimated costs to be expended. Neither party hereto shall unreasonably, condition, withhold or delay its consent to the other party's request for such consent.

C. Response or Reimbursement Required within 30 Days. Each party agrees to respond to any request for its consent by the other party to the performance of maintenance on or improvements to the Shared Easements within thirty (30) days of its receipt of written request therefor. Likewise, each party agrees to pay its pro rata share, based upon the Pro Rata Calculation, of any costs expended in connection with any maintenance, repair, replacement or improvement to the Shared Easements within thirty (30) days of receiving an invoice for such costs, which invoice must be accompanied by evidence of receipt of lien releases or lien waivers by any contractors, subcontractors or materialmen performing work on or providing materials for the Shared Easements, unless the parties have previously agreed in writing upon another method for paying such costs.

D. Amounts Increased by the Consumer Price Index. All amounts set forth in this Section 6 shall be increased on the tenth (10) anniversary of the Transfer Date and every tenth anniversary thereafter commensurate with increases in the Consumer Price Index for the All Urban Consumers, US City Average, Base Year 1984 = 100 indicator.

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7. Cooperation. Assignor and Assignee agree to use all commercially reasonable efforts to cooperate with each other and consent to commercially reasonable accommodations to each other in connection with the installation, repair, maintenance, replacement, upgrade or removal of utility wires, poles, cables, conduits and pipes, equipment, or any other Facilities (as defined in the Easement) related to each party's full use and enjoyment of its rights and benefits under the Easement. In furtherance thereof, in no event shall either party block or materially interfere with access or utilities to the other party's exclusive easement area, unless the party whose access or utilities are to be blocked or materially interfered with has first received no less than thirty (30) days prior written notice thereof (except in the case of an emergency [meaning there is a significant risk of imminent injury or material damage to persons or property], in which case, as much notice as possible under the circumstances, must be given), and all commercially reasonable efforts are made by the party blocking or interfering with such access and utilities to minimize such blockage or interference and to limit the duration thereof.
8. Notice and Ability to Cure. To the extent either of the parties hereto fails to satisfy or perform any of its obligations set forth in this Assignment, and such failure continues for thirty (30) days following written notice, or, to the extent such failure is not able to be corrected within such thirty (30) day period, the party receiving such notice has either not commenced to cure such failure within such thirty (30) day period or has not thereafter diligently pursued the cure of such failure (a "default"), the non-defaulting party may seek the recovery of actual damages, seek specific performance and/or take any and all self-help actions reasonably necessary to cure such default, in which event the non-defaulting party shall be reimbursed (within thirty (30) days of request therefor) any and all costs actually incurred in taking such actions plus twelve percent (12%) annual interest on any amounts expended accruing from the date such amounts are expended until the date paid.
9. No Consequential Damages. No Joint Venture. In no event shall either Assignor or Assignee be liable to the other party hereto, or to any other party claiming by, through or under either Assignor or Assignee for punitive, consequential or any other "special" damages arising under or related to this Assignment. Despite the agreements set forth above regarding cooperation, nothing set forth in this Assignment shall be construed to constitute Assignor and Assignee as joint venturers or co-partners or to make either party hereto the agent of the other or to make either party hereto liable for the debts of the other.
10. Global Assignment Controls. Nothing in this Assignment shall be deemed to expand or diminish the scope of the rights of any party as set forth in the Global Assignment. If there is conflict or an apparent conflict between the provisions of the Global Assignment and the provisions of this Assignment, the provisions of the Global Assignment shall control.
11. Counterparts; Recitals; Exhibits. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. The recitals set forth above, including all exhibits referenced herein, are a part of this Assignment and are attached hereto and incorporated herein for all purposes.
12. Successors and Assigns; Runs with the Land. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
13. Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intents of this Assignment and the transactions contemplated hereby.

[Signature page follows]

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[Signature page to Assignment and Assumption of Easements and Leases]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment to be effective as of the date first above written.

Assignor:

CELL TOWER LEASE ACQUISITION LLC,
a Delaware limited liability company

By: [Signature]
Name: Shawn Ruben
Title: Secretary

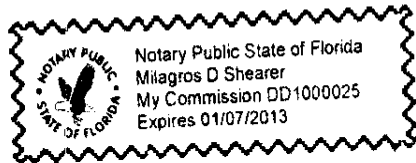
STATE OF FL; COUNTY OF Palm Beach

I, Milagros D. Shearer, a Notary Public of Palm Beach County and State of FLORIDA, do hereby certify that Shawn Ruben, as Secretary of CELL TOWER LEASE ACQUISITION LLC, a Delaware limited liability company, personally came before me and acknowledged that he serves in such capacity and in such capacity has been authorized to execute the foregoing Assignment and Assumption of Easements and Leases on behalf of said entity.

Witness my hand and official stamp or seal this 7 day of Feb., 2012.

[Signature]
Notary Public Milagros D. Shearer
Print Name:
My Commission Expires: 1-7-2013

[NOTARY SEAL]



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[Signature page to Assignment and Assumption of Easements and Leases]

Assignee:

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company

By: Tracy Van Swol
Name: Tracy Van Swol
Title: Real Estate Transaction Manager

STATE OF Texas; COUNTY OF Harris

I, Sarah Scopel, a Notary Public of Harris County and State of Texas do hereby certify that Tracy Van Swol as REI manager of Global Signal Acquisitions IV LLC, a Delaware limited liability company, personally came before me and acknowledged that he serves in such capacity and in such capacity has been authorized to execute the foregoing Assignment and Assumption of Easements and Leases on behalf of said entity.

Witness my hand and official stamp or seal this 6 day of March, 2012.

Sarah E Scopel
Notary Public
Print Name: Sarah E Scopel
My Commission Expires: 8.8.15

[NOTARY SEAL]



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Exhibit A

The Easement and Assignment Agreements recorded in Cook County, Illinois as described below:

<u>Site Name and BU#</u>	<u>Parcel ID Number</u>	<u>Date of Document</u>	<u>Date of Recording</u>	<u>Instrument No. or Book/Page (as applicable)</u>
BU# 816941 – Cog Hill	22-14-400-037- 0000	5/26/2005	5/31/2005	Document # 0515117123

Assigned to Assignor by that assignment document recorded in Cook County, Illinois as described below:

<u>Site Name and BU#</u>	<u>Date of Document</u>	<u>Date of Recording</u>	<u>Instrument No. or Book/Page (as applicable)</u>
BU#816941 Cog Hill	5/26/2005	8/23/2005	Document # 0523516154

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Exhibit B

The Parent Parcel

Parcel ID No: 22-14-400-037-0000

Address: 13075 Main Street, Lemont, IL 60439

The West half of the East $\frac{1}{4}$ of the North West $\frac{1}{4}$ of the South East $\frac{1}{4}$ of Section 14, Township 37 North, Range 11, East of the Third Principal Meridian, (Also known as the West $\frac{1}{2}$ of Lot 1 in Charles E. Boyers Subdivision of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 14), in Cook County, Illinois.

Together with and subject to the access for ingress and egress, as conveyed in document dated May 11, 1978 and recorded October 2, 1978 as Document No. 24653752 in the property records of Cook County, Illinois.

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Exhibit C

Communication Easement

THAT PART OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, BEING AN ASSUMED BEARING OF THE WEST LINE OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 511.15 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 31.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 50.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2500 SQUARE FEET (0.0574 ACRE), MORE OR LESS, IN COOK COUNTY, ILLINOIS.

Office of Cook County Clerk's Office

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Exhibit D

GSA Access & Utility Easements and Shared Easements

ACCESS AND UTILITY EASEMENTS AND SHARED EASEMENTS (ADAPTED):

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, BEING AN ASSUMED BEARING OF THE WEST LINE OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 511.15 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, 81.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 90 DEGREES EAST, 10 FEET; THENCE SOUTH 00 DEGREES EAST, 20 FEET; THENCE SOUTH 90 DEGREES EAST, 20 FEET; THENCE SOUTH 00 DEGREES EAST, 20 FEET; THENCE NORTH 90 DEGREES WEST, 20 FEET; THENCE SOUTH 00 DEGREES EAST, 161.83 FEET; THENCE SOUTH 10 DEGREES 29 MINUTES 17 SECONDS WEST, 109.87 FEET; THENCE SOUTH 00 DEGREES EAST, 406.15 FEET; THENCE SOUTH 31 DEGREES 19 MINUTES 15 SECONDS WEST, 60.60 FEET; THENCE SOUTH 00 DEGREES EAST, 136.70 FEET; THENCE SOUTH 43 DEGREES 19 MINUTES 34 SECONDS WEST, 60.84 FEET; THENCE SOUTH 00 DEGREES EAST, 573.16 FEET TO THE NORTH LINE OF AN ACCESS EASEMENT TO A PUBLIC RIGHT OF WAY PER DOCUMENT NUMBER 18785600; THENCE SOUTH 89 DEGREES 23 MINUTES 58 SECONDS WEST ALONG SAID NORTH ACCESS EASEMENT LINE, 10.00 FEET; THENCE NORTH 00 DEGREES EAST, 577.24 FEET; THENCE NORTH 43 DEGREES 19 MINUTES 34 SECONDS EAST, 60.84 FEET; THENCE NORTH 00 DEGREES EAST, 135.53 FEET; THENCE NORTH 31 DEGREES 19 MINUTES 15 SECONDS EAST, 60.60 FEET; THENCE NORTH 00 DEGREES EAST, 404.27 FEET; THENCE NORTH 10 DEGREES 29 MINUTES 17 SECONDS EAST, 109.87 FEET; THENCE NORTH 00 DEGREES EAST, 200.92 FEET TO SAID POINT OF BEGINNING, CONTAINING 15,892 SQUARE FEET (0.3648 ACRE), MORE OF LESS, IN COOK COUNTY, ILLINOIS.

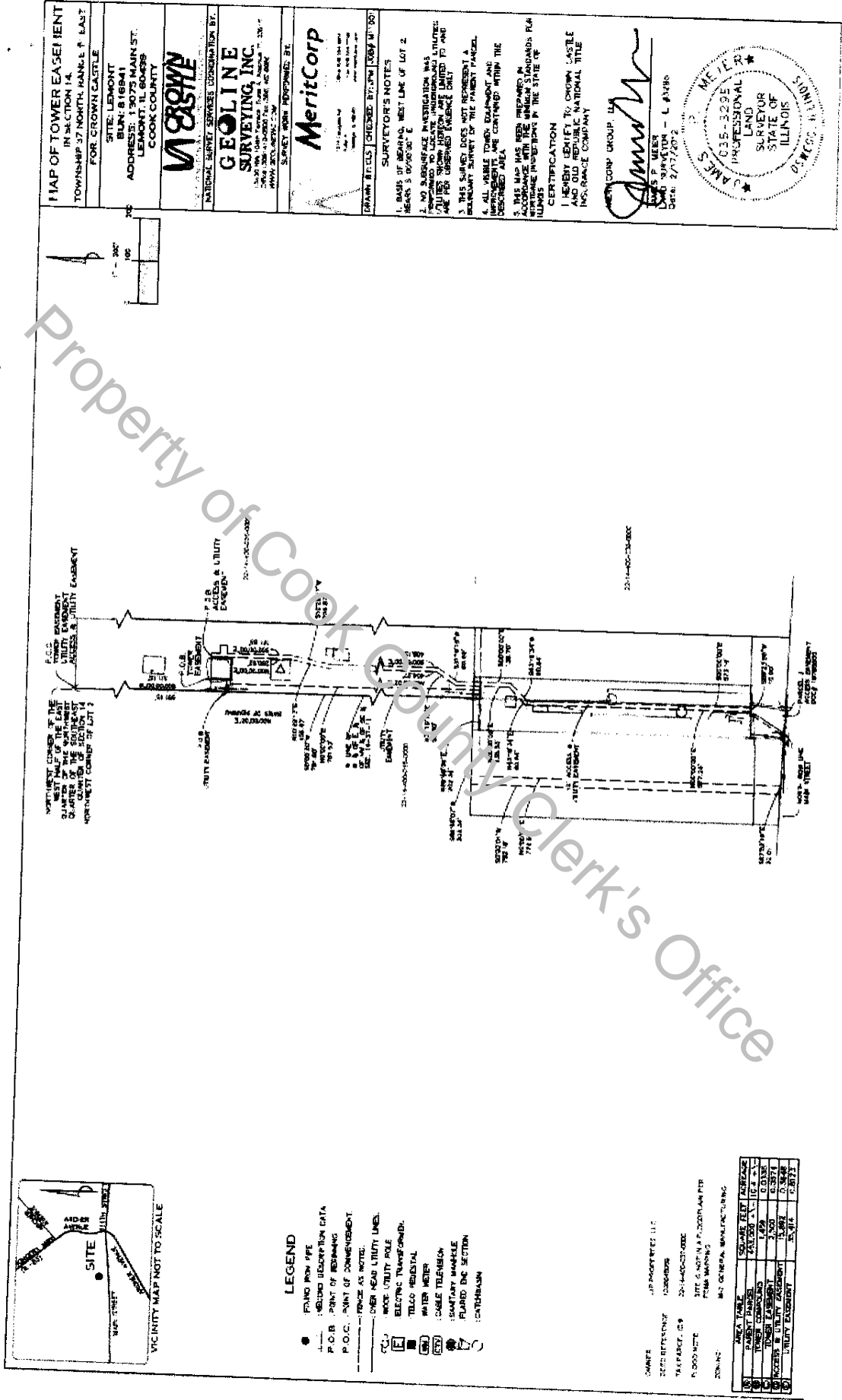
UNOFFICIAL COPY**Exhibit D (cont.)****UTILITY EASEMENT (PROVIDED):**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, BEING AN ASSUMED BEARING ON THE WEST LINE OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 551.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 791.60 FEET TO A POINT IN THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTH 89 DEGREES 48 MINUTES 07 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 202.34 FEET TO A POINT IN THE WEST LINE OF LOT 6 IN CHARLES E. BOYER'S SUBDIVISION; THENCE SOUTH 0 DEGREES 00 MINUTES 01 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 792.16 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF CHICAGO AND JOLIET ROAD (66 FEET IN WIDTH); THENCE SOUTH 87 DEGREES 52 MINUTES 19 SECONDS EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 20.01 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 01 SECONDS EAST ALONG A LINE 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 772.97 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 06 SECONDS EAST ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 202.34 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE 20 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 781.53 FEET TO A POINT IN THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE TOWER EASEMENT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID TOWER EASEMENT, A DISTANCE OF 11.00 FEET TO THE SOUTHWEST CORNER OF SAID TOWER EASEMENT; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID TOWER EASEMENT, SAID LINE ALSO BEING A LINE 31.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 10.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 31.00 FEET TO THE POINT OF BEGINNING, CONTAINING 35,414 SQUARE FEET (0.8123 ACRES), MORE OR LESS, IN COOK COUNTY, ILLINOIS.

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Exhibit E
Depiction of the GSA Easement Area and the Shared Easements



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Exhibit E (cont.)

