

**GRANT OF EASEMENT  
AND ASSIGNMENT OF  
LEASE**

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**GRANT OF EASEMENT AND ASSIGNMENT OF LEASE**

Facilities:	BUN 813911 / IL009586
Street Address:	431 N. QUENTIN RD.
City:	PALATINE
County:	COOK
State:	ILLINOIS

between

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

and

GRACE COMMUNITY CHURCH, AN EVANGELICAL FREE CHURCH, incorporated under  
the laws of the State of Illinois, as to an undivided One Half (1/2) interest, and CROWN OF  
LOVE EVANGELICAL FREE CHURCH, incorporated under the laws of the State of Illinois,  
as to an undivided One Half (1/2) interest, as tenants in common (collectively, the "Grantor")

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## GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

**THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE** (the "Easement") is made effective this 19<sup>th</sup> day of JUNE, 2013, by and between **GRACE COMMUNITY CHURCH, AN EVANGELICAL FREE CHURCH**, incorporated under the laws of the State of Illinois, as to an undivided One Half (1/2) interest, and **CROWN OF LOVE EVANGELICAL FREE CHURCH**, incorporated under the laws of the State of Illinois, as to an undivided One Half (1/2) interest, as tenants in common (collectively, the "Grantor") and **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company ("Grantee").

**1. Description of Grantor's Property.** Grantor is the owner of that certain land and premises in County of Cook, State of Illinois, by grant or conveyance described in the Public Records of Cook County, Illinois at Document Number 0405433109, 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 Grantee, its successors and assigns, forever, an exclusive perpetual easement for the use of a portion of Grantor's Property, that portion being shown in the Site Plan attached hereto as Exhibit "B" being an approximately 1,400 square foot area and described by metes and bounds in Exhibit "C" attached hereto (the "Easement Area"). The Easement Area shall also include (a) a non-exclusive perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a right-of-way together with the right to install, replace and maintain above and below ground utility wires, poles, cables, fiber, conduit and pipes as more fully shown on Exhibit "B" and described on Exhibit "C"; and (b) any portion of Grantor's Property on which communications facilities exist on the date of this Easement (even if not described in the Lease Agreements as that term is defined in Section 3 of this Easement). In the event Grantee or any public utility is unable to use the easement described in subsection (a) above, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Grantor and Grantee, to Grantee or at Grantee's request, directly to a public utility, at no cost and in a location mutually acceptable to Grantor and Grantee.

**3. Assignment of Lease Agreements.** The parties hereby acknowledge that certain (i) Communications Site Lease Agreement (Ground) dated June 30, 2005, currently by and between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications ("Nextel"), as lessee, and Grantor, as lessor (the "Nextel Lease Agreement") as evidenced by that certain Memorandum of Agreement recorded on June 22, 2006 as Document Number 0617346112 and that certain Memorandum of Agreement recorded on June 22, 2006 as Document Number 0617346119 in the real property records of Cook County, Illinois (collectively, the "Nextel Memorandum of Lease"), which Nextel Lease Agreement and recordation of Nextel Memorandum of Lease are incorporated herein by reference and made a part of this Easement for all purposes, and (ii) Option and License Agreement dated May 1, 1996, currently by and between AT&T Wireless PCS Inc., a Delaware corporation, or its successor in interest ("AT&T"; and together with Nextel, collectively, the "Lessee"), as lessee, and Grantor, successor in title to Lightner Landholdings L.L.C., as lessor, as amended by that certain unrecorded and undated Addendum No. 1 to Option and License Agreement (the "AT&T Lease Agreement"; and together with the Nextel Lease

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Agreement, collectively, the "Lease Agreements"), as evidenced by that certain Memorandum of License recorded on July 3, 1997 as Document Number 97483405 in the real property records of Cook County, Illinois (the "AT&T Memorandum of Lease"), which AT&T Lease Agreement and recordation of AT&T Memorandum of Lease are incorporated herein by reference and made a part of this Easement for all purposes. As used herein, the term "Lease Agreements" shall include any amendments or addendums to said agreements. Grantor warrants that Grantor has delivered to Grantee true and correct copies of the Lease Agreements. To Grantor's best knowledge, no party to either of the Lease Agreements has breached or is in default of their respective obligations under the respective Lease Agreements and no party has requested or discussed a modification of either of the Lease Agreements (including a reduction in rent) or termination now or in the future. Grantor hereby assigns to Grantee Grantor's right, title and interest in the Lease Agreements, including but not limited to: (a) all rents, security deposits and other monies due or to become due to Grantor pursuant to the Lease Agreements; (b) the right to amend any and all terms of the Lease Agreements; (c) the right to extend the length of the term of the Lease Agreements; and (d) the right to increase the size of the area subject to the Lease Agreements so long as any such expansion is within the Easement Area. Grantee assumes the obligations and liabilities of Grantor, as lessor under each of the Lease Agreements accruing after the date of this Easement, but only to the extent that such obligations and liabilities are not the responsibility of Grantor pursuant to the terms of this Easement.

**4. Grantor's Obligations With Respect to the Lease Agreements.** From and after the date hereof and continuing until this Easement is terminated (if ever), Grantor shall not, other than to the extent required herein or requested in writing by Grantee, exercise or enjoy any of the rights or remedies of the lessor under the Lease Agreements. Grantor shall notify Grantee in writing within five (5) calendar days of Grantor's receipt of any payment in respect of rent, income, charges, interest, penalties, fees and other revenue payable by the Lessee, and Grantor shall forward such payment to Grantee within said five (5) day period. In the event that Grantor fails to forward to Grantee any payment as provided hereunder, Grantee shall have the right to collect such payment from Grantor together with interest on such payment at the greater of (i) the rate provided by statute where the Easement is located or (ii) 12% per annum (calculated from the date five (5) days after Grantor receives such payment until Grantor pays such sums due to Grantee). Grantor shall, however, continue to pay, perform, and otherwise discharge all obligations and liabilities of the lessor under the Lease Agreements with respect to Grantor's Property, whether arising prior to, on, or after the date hereof. Without limiting the generality of the foregoing, Grantor shall: (a) fully, faithfully and timely perform all covenants to be performed by the Grantor under the Lease Agreements; (b) promptly pay all mortgages, loans, liens, judgments and all real estate, personal income and other taxes that may become due with respect to Grantor's Property; (c) promptly execute, without any additional consideration, all letters of authorizations, permits, applications or other documents consistent with this Easement and required for Grantee to fully enjoy the Easement or the Lease Agreements; (d) not suffer or allow any breach, default or event of default by the Grantor to occur under the Lease Agreements; and (e) not take any action for the purpose of, or with the effect of, inducing or causing the Lessee not to exercise a right to renew or extend the Lease Agreements. Failure to comply, in whole or in part with this Section shall constitute a default by Grantor of the terms hereof and entitle Grantee to the remedies provided in Section 15 of this Easement.

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**5. Permitted Uses.** The Easement Area shall be used by Grantee in compliance with all applicable governmental laws for constructing, maintaining and operating communications facilities and energy generation facilities for energy to be used on the Easement Area, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto including those necessary for Grantee's compliance with its obligations under each of the Lease Agreements (the "Permitted Use"). No facilities or structures installed or constructed on the Easement Area by Grantee shall constitute a fixture, but shall remain the personal property of Grantee. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed on the Easement Area, provided such improvements are made in compliance with the Permitted Use. If requested by Grantee, Grantor will execute, at Grantee's sole cost and expense, all 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 Grantee in Grantee's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Grantee. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. 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. Grantee agrees that it shall comply with all applicable governmental laws with respect to its use of the Easement Area.

**6. Perpetual Easement.** This Easement and Grantee's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

**7. Purchase Price, Down Payment and Installment Payments.** The purchase price for the rights and interest granted to Grantee pursuant to this Easement is Three Hundred Thirty-Six Thousand Seven Hundred Fifty Dollars (\$336,750.00) ("Purchase Price"). Upon full execution of this Easement by both parties, Grantee shall pay a down payment on the Purchase Price in the amount set forth in Exhibit "D" attached hereto (the "Down Payment"). Thereafter, Grantee shall pay the remainder of the Purchase Price in monthly installment payments (each an "Installment Payment"). The due dates, amounts, number of Installment Payments, and allocation of principal and interest of each Installment Payment are set forth in the payment schedule in Exhibit "D". Additionally, Grantor and Grantee agree that the Down Payment and Installment Payments shall be allocated between Grace Community Church, an Evangelical Free Church and Crown of Love Evangelical Free Church as set forth in the payment schedule in Exhibit "D". Grantee shall have the right to pay off the remaining balance of the Purchase Price (the "Payoff Amount") at any time, without premium or penalty, in accordance with the payment schedule in Exhibit "D", and upon payment of the Payoff Amount, no further Installment Payments shall be due to Grantor. Grantor and Grantee agree that all rights granted to Grantee in this Easement shall be fully vested in Grantee upon full execution of this Easement by both parties even though the Purchase Price will be paid in installments.

**8. Grantee's Right to Terminate.** Grantee shall have the unilateral right, but not the obligation, to terminate this Easement for any reason. Upon termination of this Easement, (i) if



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either of the Lease Agreements is then in effect and Grantor so elects in writing, the rights and obligations as lessor under the Lease Agreements shall revert to Grantor, (ii) Grantor may retain the Down Payment and any Installment Payments paid to Grantor prior to such termination, (iii) Grantee shall continue to pay any remaining Installment Payments due after the date of termination, and (iv) the parties shall have no further obligations to each other; provided, however, that Grantee shall continue to comply with and remain obligated under the Lease Agreements if Grantor does not elect in writing to re-assume them, and if Grantee installed any buildings, structures or equipment upon the Easement Area, Grantee shall, within a reasonable time, and in compliance with all applicable governmental laws, (i) remove its below ground improvements up to a depth of three (3) feet from the surface of the Easement Area, and (ii) remove all of its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition prior to any such installment, reasonable wear and tear excepted. Any buildings, structures or equipment installed or constructed upon the Easement Area by Lessee, or those holding by, through and under Lessee, shall be subject to the terms and conditions of the Lease Agreements. Said termination shall be effective upon Grantee providing written notice of termination to Grantor.

## 9. Hazardous Materials

- (a) 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.
- (b) Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantee 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) arising from the presence or release of any Hazardous Materials on the Easement Area or Grantor's Property, if caused by Grantee, any of Grantee's tenants, subtenants or

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other permitted users or the tenants under the Lease Agreements or other persons acting under Grantee.

- (c) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Grantee 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) arising from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Grantee or persons acting under Grantee. Grantor shall execute such affidavits, representations and the like from time to time as Grantee may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property. Grantee shall likewise execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Grantee's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.
- (d) To Grantor's knowledge, neither the Easement Area nor Grantor's Property is in violation of or subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or subject to any remedial obligations under any applicable laws pertaining to Hazardous Materials.

**10. Insurance.** At all times, Grantee, 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 jurisdiction in connection with the operation of Grantee's business upon the Easement Area. During the Term of the Easement, Grantee shall carry, at no cost to Grantor, adequate comprehensive liability insurance with limits of not less than \$1,000,000.00. Grantor hereby agrees that Grantee may satisfy this requirement pursuant to master policies of insurance covering other locations of Grantee. Grantee shall provide evidence of such insurance upon request, and such evidence shall name Grantor as an additional insured.

**11. Maintenance.** Grantor shall maintain the Grantor's Property in a good and safe condition except to the extent maintenance is the obligation of the Lessee under the Lease Agreements. Grantee shall maintain the Easement Area (or cause the same to be maintained to the extent such obligation is an obligation of the Lessee under the Lease Agreements) in a good and safe condition, however, Grantor shall reimburse Grantee for the cost to repair any damage to the Easement Area (or to improvements on the Easement Area) caused by Grantor, its agents, guests, licensees, and/or invitees.

**12. Removal of Obstructions.** Grantee has the right to remove obstructions, including but not limited to vegetation, which encroach upon, interfere with or present a hazard to Grantee's or Lessee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

**13. Taxes.** Grantor acknowledges and agrees that a portion of the Purchase Price is for and in consideration of the continuing obligation of Grantor to pay, on or before the due date all

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present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method that are attributable to Grantor's Property. Grantee agrees to reimburse Grantor for all real property taxes and assessments attributable to the Easement Area, and for all other use, personal property or other taxes arising from this Easement, provided they are not already paid pursuant to the Lease Agreements. Grantor shall provide a copy of all tax bills and proof of payment of said tax bills to Grantee. In the event that Grantor fails to pay all taxes on Grantor's Property prior to such taxes becoming delinquent, Grantee may, at its option, pay such taxes (the "Delinquent Taxes") and Grantee shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the greater of (i) the rate provided by statute where the Easement is located, or (ii) 12% per annum (calculated from the date Grantee pays the Delinquent Taxes until Grantor repays such sums due to Grantee). Failure of Grantor to comply in whole or in part with this Section shall constitute a default by Grantor of the terms hereof and entitle Grantee to the remedies provided in Section 15 of this Easement.

**14. Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

**15. Default.** The following shall constitute events of default by Grantor: (a) Grantor's failure to comply with any portion of this Easement; (b) failure by Grantor to forward to Grantee any payment as required in Section 4; (c) failure by Grantor to pay taxes as required in Section 13 of this Easement; (d) failure to timely pay any mortgages, loans, liens or judgments on the Grantor's Property which materially and adversely affects Grantee's rights hereunder; (e) a default of either of the Lease Agreements, the cure of which is solely or partially within the control of Grantor; and/or (f) any agreement, act or omission of Grantor resulting in the termination or expiration of the Lease Agreements or any other lease over the Easement Area or any portion thereof (each a "Default"). Grantee shall give Grantor written notice of a Default. After receipt of such written notice, Grantor shall have ten (10) business days in which to cure any monetary Default and fifteen (15) business days in which to cure any non-monetary Default. Grantor shall have a reasonable extended period as may be required beyond the fifteen (15) business day cure period to cure any non-monetary Default if the nature of the cure is such that it requires additional time to cure, and Grantor commences the cure within the fifteen (15) business day period and thereafter continuously and diligently pursues the cure to completion. In the event that Grantor is in default beyond the applicable period set forth above, Grantee may, at its option (i) terminate this Easement and be relieved from paying the balance of the Purchase Price and from all other obligations under this Easement; (ii) perform the obligation(s) of Grantor in which case any expenditures made by Grantee in so doing shall be deemed paid for the account of Grantor and Grantor agrees to reimburse Grantee for said expenditures upon demand; (iii) take any actions that are consistent with Grantee's rights; (iv) sue for injunctive relief, specific performance, and damages; or (v) set-off such amounts expended against any amounts due to Grantor, including any remaining Installments Payments. In the event that any sums expended by Grantee, which Grantor is obligated to pay, pursuant to this Easement are not reimbursed by

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Grantor within thirty (30) days of demand as provided hereunder, Grantee shall have the right to collect such amounts from Grantor together with interest on such amounts at the greater of (i) the rate provided by statute where the Easement is located or (ii) 12% per annum (calculated from date such amounts are expended until Grantor pays such sums due to Grantee) and shall have a lien against Grantor's Property with respect thereto. In the event that Grantor maintains any action or effectuates any remedies for default against Grantee, resulting in Grantee's dispossession or removal, Grantor shall be entitled to recover from Grantee all Installment Payments remaining unpaid.

**16. 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 or the Easement Area.

**17. Recording.** Grantor acknowledges that Grantee intends to record this Easement, or a memorandum of this Easement, with the appropriate recording officer upon execution of this Easement.

**18. Hold Harmless.** Grantor hereby indemnifies, holds harmless, and agrees to defend Grantee against all damages asserted against or incurred by Grantee by reason of, or resulting from: (a) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (b) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of Grantee or its agents. Grantee hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (a) the breach by Grantee of any representation, warranty, or covenant of Grantee contained herein or (b) any negligent act or omission of Grantee, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

**19. 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) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever except for those matters recorded in the public records of Cook County, Illinois; (c) subject to the terms and conditions of this Easement, Grantee shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Grantee's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

**20. Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), Grantor shall not permit (a) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreements or (b) any condition on Grantor's Property which materially interferes with the Permitted Use. Each of the covenants made by Grantor in this Section 20 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.



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**21. 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, the entire award for the value of the Easement Area and improvements so taken shall belong to Grantee.

**22. Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications or energy 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 the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects Grantee's ability to utilize Grantor's Property for the Permitted Use. Grantor may initiate or consent to changes in the zoning of Grantor's Property so long as said zoning changes do not prevent or limit Grantee from using the Easement Area for the Permitted Use. Grantee shall not do or permit anything to be done that will interfere with or negate any Permitted Use.

**23. Entire Agreement.** Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee 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.

**24. Construction of Document.** Grantor and Grantee 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.

**25. Applicable Law.** This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be the county in which the Easement Area is located.

**26. 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:

Grace Community Church, an Evangelical Free Church and Crown of Love  
Evangelical Free Church  
Attention: Galen Thomas  
431 N. Quentin Rd.  
Palatine, IL 60067

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If to Grantee:

Crown Castle Towers 09 LLC  
E. Blake Hawk, General Counsel  
Attn: Legal – Real Estate Dept.  
2000 Corporate Drive  
Canonsburg, PA 15317

Either party may, by notice given in the manner set forth above, designate a different address to which subsequent notices shall be sent.

**27. Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Grantee has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, Grantee has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. In connection with the foregoing, Grantor irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate subleases, licenses, sublicense or any other agreements for the use or occupancy of the Easement Area. Grantor ratifies and acknowledges the right of Grantee to enter into such agreements and Grantor will be bound by such agreements throughout and after any termination of this Easement and acknowledges that all such agreements entered into by Grantee shall survive any termination of this Easement. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Grantee sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Grantee from any further liability or obligation accruing hereunder on or after the date of the assignment.

**28. 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.

**29. Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Grantee's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Grantee a non-disturbance agreement for each such mortgage, in recordable form.

**30. Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any

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sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Grantee's rights hereunder.

**31. 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.

**32. IRS Form W-9.** Grantor agrees to provide Grantee 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 Grantee. Grantor's failure to provide the W-9 Form within thirty (30) days after Grantee's request shall be considered a default and Grantee 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 Grantee 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 Grantee (the "Transfer Documents") in order to effectuate a transfer in the payment of Installment Payments from Grantor to the Successor Grantor. Grantee shall have no obligation to pay Installment Payments to the Successor Grantor until Grantee receives the Transfer Documents.

**33. Non-Interference with Lease Agreements.** Grantor and Grantee hereby acknowledge and agree that: (a) the terms of this Easement are not intended to cause the lessor under either of the Lease Agreements to be in breach thereof, and (b) Grantee's right to utilize the Easement Area for the Permitted Use is subject to all rights of Lessee as provided in such Lease Agreements while the Lease Agreements remain in full force and effect, including without limitation, Lessee's rights, if any, to the exclusive use of the Easement Area. In the event the execution of this Easement or the terms hereof shall cause the lessor under either of the Lease Agreements to be in breach thereof, this Easement shall be automatically amended to the extent necessary to keep the lessor from being in breach of the respective Lease Agreement. In addition, in the event Grantor's assignment to Grantee of the lessor's interest in the Lease Agreements and/or the execution of this Easement would cause the lessor to be in breach of the Lease Agreements or would otherwise be prohibited under the terms of the Lease Agreements, then Grantor and Grantee agree that, at Grantee's election, any one or more of the following may occur: (1) Grantee will be Grantor's manager and operator of the Lease Agreements instead of the lessor under the Lease Agreements until such time that such assigning or granting or failing to assign or grant any right, title or interest can be effective without causing the lessor to be in breach of the Lease Agreements; (2) Grantee will receive and will be entitled to all of the revenue that Grantee would have been entitled to as lessor under the Lease Agreements and Grantor will direct, in writing, all payors of amounts due to pay such amounts to Grantee; (3) Grantor will grant Grantee a power of attorney, and will appoint Grantee as its agent and attorney to review, negotiate and execute on behalf of Grantor, in Grantee's sole discretion, all documents and instruments relating to the Lease Agreements; including but not limited to,

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amendments to amend any and all terms of the Lease Agreements, amendments to remove any conflicts between the Lease Agreements and this Easement, amendments to extend the length of the term of the Lease Agreements, amendments to terminate the Lease Agreements or otherwise take action or inaction that will result in the Lease Agreements expiring or terminating, and amendments to increase the size of the area subject to the Lease Agreements so long as any such expansion is within the Easement Area; and to otherwise act on behalf of Grantor in dealing with the Lease Agreements until such time that such assigning or granting or failing to assign or grant any right, title or interest can be effective without causing the lessor to be in breach of the Lease Agreements.

**34. Option to Increase Easement Area.** Grantor hereby grants to Grantee an irrevocable, one-time option (the "Option") to purchase a perpetual easement over, under and across a maximum of four hundred (400) square feet of Grantor's Property adjacent to the east side of the Easement Area at a location to be mutually agreed to by Grantor and Grantee (the "Additional Easement Area"). Grantee may exercise the Option by providing Grantor with written notice at any time within ten (10) years from the date of this Easement. If Grantee elects to exercise the Option, after full execution of the Additional Easement Area Documents (defined below), Grantee shall pay a purchase price per square foot for the Additional Easement Area equal to the purchase price per square foot that Grantee paid to Grantor for the Easement Area pursuant to this Easement, and Grantee will take possession of the Additional Easement Area on the same terms and conditions as set forth in this Easement. Grantee may conduct any reasonable due diligence activities on the Additional Easement Area at any time after full execution of this Easement. Grantee may at any time prior to full execution of the Additional Easement Area Documents and following the delivery of the notice of the exercise of the Option, withdraw its election to exercise the Option if Grantee discovers or obtains any information of any nature regarding the Additional Easement Area which Grantee determines to be unfavorable in its sole discretion. Within sixty (60) days after Grantee's exercise of the Option, Grantor agrees to execute and deliver any additional easement, amendment to this Easement, and other documents necessary to grant and record Grantee's interest in the Additional Easement Area ("Additional Easement Area Documents"). In addition, within sixty (60) days following Grantee's exercise of the Option, Grantor shall obtain and deliver any documentation necessary to remove, subordinate, or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Easement Area to Grantee's satisfaction. If Grantee fails to exercise this Option within ten (10) years from the date of this Easement, this Option shall terminate and be of no further force or effect.

**35. Grantor's Right to Terminate.** If Grantee abandons the Easement Area, and it remains abandoned for a period in excess of five (5) years, Grantor may terminate this Easement only after first providing written notice to Grantee and giving Grantee the opportunity to reclaim the Easement Area and resume the Permitted Use within thirty (30) days of receipt of said written notice. In the event Grantee fails to reclaim the Easement Area and resume the Permitted Use within the thirty (30) day period, Grantor may thereafter terminate this Easement by providing written notice of termination to Grantee and recording a copy of said termination notice with the County Recorder. Upon termination of this Easement, pursuant to this Section 35, (i) this Easement shall become null and void, (ii) all of the parties shall have no further obligations to each other, and (iii) Grantee shall, within one hundred twenty (120) days from the date of such



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only after first providing written notice to Grantee and giving Grantee the opportunity to reclaim the Easement Area and resume the Permitted Use within thirty (30) days of receipt of said written notice. In the event Grantee fails to reclaim the Easement Area within the thirty (30) day period, Grantor may thereafter terminate this Easement by providing written notice of termination to Grantee and recording a copy of said termination notice with the County Recorder. Upon termination of this Easement, pursuant to this Section 35, (i) this Easement shall become null and void, (ii) all of the parties shall have no further obligations to each other, and (iii) Grantee shall, within one hundred twenty (120) days from the date of such termination, remove its building(s), tower, and all above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

[Signatures appear on the following page]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Grantor and Grantee, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Assignment of Lease as of the day and year first written above.

## GRANTOR:

**GRACE COMMUNITY CHURCH, AN  
EVANGELICAL FREE CHURCH,**  
incorporated under the laws of the State of  
Illinois, as to an undivided One Half (1/2)  
interest, and **CROWN OF LOVE  
EVANGELICAL FREE CHURCH,**  
incorporated under the laws of the State of  
Illinois, as to an undivided One Half (1/2)  
interest, as tenants in common

By: Galen S. Thomas

Name: Galen S. Thomas

Title: President

Date: 6/27/13

By: Carl Guadagno

Name: Carl Guadagno

Title: President

Date: 6/27/2013

## UNOFFICIAL COPY

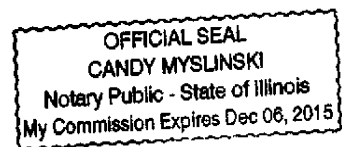
## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF McHenry )

On this, the 27 day of June, 2013, before me Candy Myslinski, Notary Public, the undersigned officer, personally appeared Galen S Thomas, who acknowledged him/herself to be the President of Grace Community Church, an Evangelical Free Church, incorporated under the laws of the State of Illinois, and that he/she, being authorized to do so, executed the foregoing Grant of Easement and Assignment of Lease for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Candy Myslinski  
 Notary Public, State of Illinois, County of McHenry  
 My Commission Expires: Dec 6 2015



[SEAL REQUIRED]

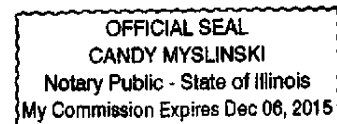
## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF McHenry )

On this, the 27 day of June, 2013, before me Candy Myslinski, Notary Public, the undersigned officer, personally appeared Carl Guadagnolo, who acknowledged him/herself to be the President of Crown of Love Evangelical Free Church, incorporated under the laws of the State of Illinois, and that he/she, being authorized to do so, executed the foregoing Grant of Easement and Assignment of Lease for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Candy Myslinski  
 Notary Public, State of Illinois, County of McHenry  
 My Commission Expires: Dec 6 2015



[SEAL REQUIRED]

**UNOFFICIAL COPY****GRANTEE:**

**CROWN CASTLE TOWERS 09 LLC,**  
a Delaware limited liability company

By: Angela A. Siebe

Name: Angela Siebe  
Director

Title: Land Acquisition Operations

Date: 6/19/13

**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF HARRIS

On this, the 19 day of JUNE, 2013, before me KELSER MCMILLER,  
Notary Public, the undersigned officer, personally appeared  
ANGELA A. SIEBE, who acknowledged him/herself to be the  
DIRECTOR LAND ACQ-OPS. of Crown Castle Towers 09  
LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed  
the foregoing Grant of Easement and Assignment of Lease for the purposes therein contained.

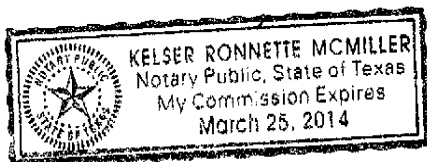
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kel M. M.

Notary Public, State of Texas, County of Harris

My Commission Expires: 3-25-14

[SEAL REQUIRED]





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## EXHIBIT A

### Grantor's Property

The land referred to herein below is situated in the, County of Cook, State of Illinois, and is described as follows:

Lot 1 in Standard Safety Industrial Subdivision of lot 5 (except the West 17.00 feet thereof) and (except the East 192.00 feet thereof) in A. T. McIntosh and Company's Palantine Farms, being a subdivision of that part of the West 1/2 of the Northwest 1/4 and the Northwest 1/4 of the part Southwest 1/4 and the East 1/2 of the Southwest 1/4 of Section 15, lying Southerly of the Southwesterly line of the Right-of-Way of the Chicago and Northwestern Railroad; also that part of lot 8 in the Schell Trustee's Subdivision of Section 16, lying Southerly of the Southwesterly line of the Right-of-Way of the Chicago and Northwestern Railroad, all in Township 24 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

This being the same property conveyed to Grace Community Church, an Evangelical Free Church, Incorporated, as to an undivided One Half (1/2) interest and Crown of Love Evangelical Free Church, Incorporated, as to an undivided One Half (1/2) interest from R & S Industrial Holdings, L.L.C., an Illinois Limited Liability Company in a deed dated December 15, 2003 and recorded February 23, 2004 as Instrument No. 0405433109.

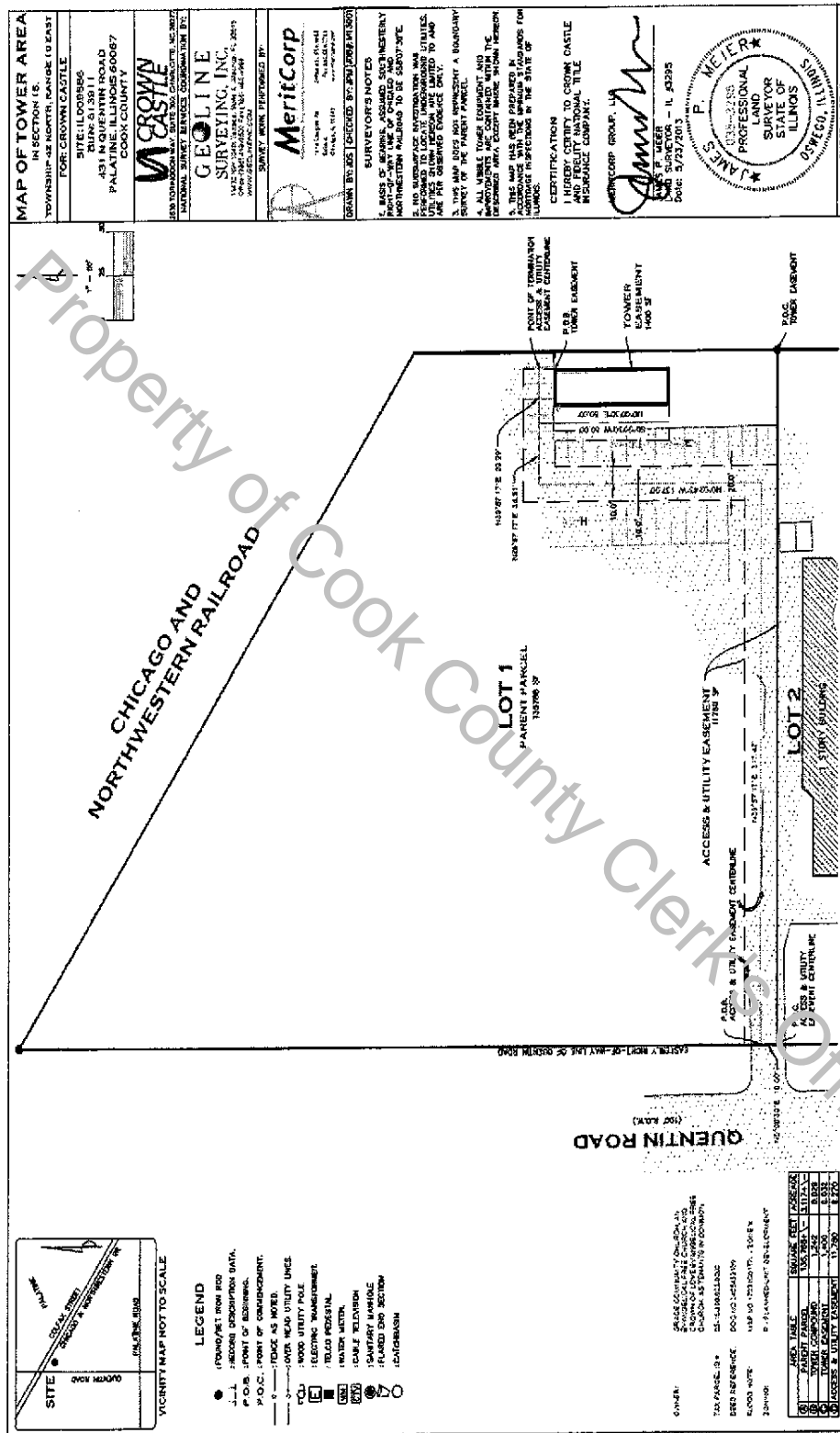
Parent Parcel Tax I.D. Number: 02-15-300-022-0000

Common Address: 431 N. Quentin Rd., Palatine, Illinois 60067

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**EXHIBIT B**

## Site Plan



B-1

BUN 813911  
IL009586  
CHICAGO\3902939.4  
ID\MSR - 101460\1408



BUN 813911  
IL009586  
CHICAGO\3902939.4  
ID\MSR - 101460\1408

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## EXHIBIT C

### Easement Area

The Easement Area shall include any portion of Grantor's Property on which communications facilities exist on the date of this Easement together with the portion of the Grantor's Property leased by Grantor pursuant to the Lease Agreements and the portion of the Property described as follows:

#### EASEMENT AREA:

THAT PART OF LOT 1 IN STANDARD SAFETY INDUSTRIAL SUBDIVISION OF LOT 5 (EXCEPT THE WEST 17' THEREOF) AND (EXCEPT THE EAST 192' THEREOF) IN A. T. MCINTOSH AND COMPANY'S PALATINE FARMS, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, LYING SOUTHERLY OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO & NORTHWESTERN RAILROAD, ALSO OF THAT PART OF LOT 8 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16 LYING SOUTHERLY OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO & NORTHWESTERN RAILROAD, COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N0°00'30"E, 137.00'; THENCE S89°57'17"W, 10.00' TO THE POINT OF BEGINNING; THENCE S0°00'30"W, 70.00'; THENCE S89°57'17"W, 20.00'; THENCE N0°00'30"E, 70.00'; THENCE N89°57'17"E, 20.00' TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND CONTAINING 1,400 SQUARE FEET (OR 0.032 ACRES), MORE OR LESS.

AND

A 20' WIDE EASEMENT 10' ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE IN LOT 1 IN STANDARD SAFETY INDUSTRIAL SUBDIVISION OF LOT 5 (EXCEPT THE WEST 17' THEREOF) AND (EXCEPT THE EAST 192' THEREOF) IN A. T. MCINTOSH AND COMPANY'S PALATINE FARMS, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, LYING SOUTHERLY OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO & NORTHWESTERN RAILROAD, ALSO OF THAT PART OF LOT 8 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16 LYING SOUTHERLY OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO & NORTHWESTERN RAILROAD, COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N0°00'30"E, 10.00' TO THE POINT OF BEGINNING; THENCE N89°57'17"E, 317.47'; THENCE N0°02'43"W, 137.00'; THENCE N89°57'17"E, 34.51'; THENCE S0°00'30"W, 80.00'; THENCE N0°00'30"E, 80.00'; THENCE N89°57'17"E, 29.99' TO THE POINT OF TERMINUS, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF

C-1



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THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND CONTAINING  
11,780 SQUARE FEET (OR 0.270 ACRES), MORE OR LESS.

Parent Parcel Tax I.D. Number: 02-15-300-022-0000

Common Address: 431 N. Quentin Rd., Palatine, Illinois 60067

Property of Cook County Clerk's Office

C-2

BUN 813911  
IL009586  
CHICAGO\3902939.4  
ID\MSR - 101460\1408

**PAYMENT SCHEDULE (Easement) for 813911**

#	Installment Payment due date	principal	interest	Installment Payment	Payoff Amount after current Installment Payment
1	9/1/13	\$4,195.84	\$0.00	\$4,195.84	\$247,554.16
2	10/1/13	\$4,195.84	\$0.00	\$4,195.84	\$243,358.32
3	11/1/13	\$4,195.84	\$0.00	\$4,195.84	\$239,162.48
4	12/1/13	\$4,195.84	\$0.00	\$4,195.84	\$234,966.64
5	1/1/14	\$4,195.84	\$0.00	\$4,195.84	\$230,770.80
6	2/1/14	\$4,195.84	\$0.00	\$4,195.84	\$226,574.96
7	3/1/14	\$4,195.84	\$0.00	\$4,195.84	\$222,379.12
8	4/1/14	\$4,195.84	\$0.00	\$4,195.84	\$218,183.28
9	5/1/14	\$4,195.84	\$0.00	\$4,195.84	\$213,987.44
10	6/1/14	\$4,195.84	\$0.00	\$4,195.84	\$209,791.60
11	7/1/14	\$4,195.84	\$0.00	\$4,195.84	\$205,595.76
12	8/1/14	\$4,195.84	\$0.00	\$4,195.84	\$201,399.92
13	9/1/14	\$4,195.84	\$0.00	\$4,195.84	\$197,204.08
14	10/1/14	\$4,195.84	\$0.00	\$4,195.84	\$193,008.24
15	11/1/14	\$4,195.84	\$0.00	\$4,195.84	\$188,812.40
16	12/1/14	\$4,195.84	\$0.00	\$4,195.84	\$184,616.56
17	1/1/15	\$4,195.84	\$0.00	\$4,195.84	\$180,420.72
18	2/1/15	\$4,195.84	\$0.00	\$4,195.84	\$176,224.88
19	3/1/15	\$4,195.84	\$0.00	\$4,195.84	\$172,029.04
20	4/1/15	\$4,195.84	\$0.00	\$4,195.84	\$167,833.20
21	5/1/15	\$4,195.84	\$0.00	\$4,195.84	\$163,637.36
22	6/1/15	\$4,195.84	\$0.00	\$4,195.84	\$159,441.52
23	7/1/15	\$4,195.84	\$0.00	\$4,195.84	\$155,245.68
24	8/1/15	\$4,195.84	\$0.00	\$4,195.84	\$151,049.84
25	9/1/15	\$4,195.84	\$0.00	\$4,195.84	\$146,854.00
26	10/1/15	\$4,195.84	\$0.00	\$4,195.84	\$142,658.16
27	11/1/15	\$4,195.84	\$0.00	\$4,195.84	\$138,462.32
28	12/1/15	\$4,195.84	\$0.00	\$4,195.84	\$134,266.48
29	1/1/16	\$4,195.84	\$0.00	\$4,195.84	\$130,070.64
30	2/1/16	\$4,195.84	\$0.00	\$4,195.84	\$125,874.80
31	3/1/16	\$4,195.84	\$0.00	\$4,195.84	\$121,678.96
32	4/1/16	\$4,195.84	\$0.00	\$4,195.84	\$117,483.12
33	5/1/16	\$4,195.84	\$0.00	\$4,195.84	\$113,287.28
34	6/1/16	\$4,195.84	\$0.00	\$4,195.84	\$109,091.44
35	7/1/16	\$4,195.84	\$0.00	\$4,195.84	\$104,895.60
36	8/1/16	\$4,195.84	\$0.00	\$4,195.84	\$100,699.76
37	9/1/16	\$4,195.84	\$0.00	\$4,195.84	\$96,503.92
38	10/1/16	\$4,195.84	\$0.00	\$4,195.84	\$92,308.08
39	11/1/16	\$4,195.84	\$0.00	\$4,195.84	\$88,112.24
40	12/1/16	\$4,195.84	\$0.00	\$4,195.84	\$83,916.40
41	1/1/17	\$4,195.84	\$0.00	\$4,195.84	\$79,720.56
42	2/1/17	\$4,195.84	\$0.00	\$4,195.84	\$75,524.72
43	3/1/17	\$4,195.84	\$0.00	\$4,195.84	\$71,328.88
44	4/1/17	\$4,195.84	\$0.00	\$4,195.84	\$67,133.04
45	5/1/17	\$4,195.84	\$0.00	\$4,195.84	\$62,937.20
46	6/1/17	\$4,195.84	\$0.00	\$4,195.84	\$58,741.36
47	7/1/17	\$4,195.84	\$0.00	\$4,195.84	\$54,545.52
48	8/1/17	\$4,195.84	\$0.00	\$4,195.84	\$50,349.68
49	9/1/17	\$4,195.84	\$0.00	\$4,195.84	\$46,153.84
50	10/1/17	\$4,195.84	\$0.00	\$4,195.84	\$41,958.00
51	11/1/17	\$4,195.84	\$0.00	\$4,195.84	\$37,762.16
52	12/1/17	\$4,195.84	\$0.00	\$4,195.84	\$33,566.32
53	1/1/18	\$4,195.84	\$0.00	\$4,195.84	\$29,370.48
54	2/1/18	\$4,195.84	\$0.00	\$4,195.84	\$25,174.64
55	3/1/18	\$4,195.84	\$0.00	\$4,195.84	\$20,978.80
56	4				

[illegible]