

**CONSENT,  
NONDISTURBANCE AND  
ATTORNMEN  
T AGREEMENT**

This document was prepared by:

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After recording return to:

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See Exhibit A for Common Address and P.I.N.

Above Space for Recorder's Use Only

**CONSENT, NONDISTURBANCE AND ATTORNMEN  
T AGREEMENT**

This Consent, Nondisturbance and Attornment Agreement (this "Agreement"), effective this 19<sup>th</sup> day of JUNE, 2013.

by and between

**Crown Castle Towers 09 LLC**, a Delaware limited liability company, with a notice address of Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (hereinafter "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, whose address is Attention: Galen Thomas, 431 N. Quentin Rd., Palatine, Illinois 60067 (hereinafter, collectively the "Grantor");

and

**Christian Investors Financial f/k/a Christian Investors Foundation**, with a principal place of business located at 901 E. 78<sup>th</sup> Street, Minneapolis, Minnesota 55420 (hereinafter "Lender").

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## RECITALS:

**WHEREAS**, Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications (“**Nextel**”) and AT&T Wireless PCS Inc., a Delaware corporation, or its successor in interest (“**AT&T**”; and together with Nextel, collectively, the “**Lessee**”), is in possession of certain property (the “**Property**”) more specifically described on Exhibit A attached hereto, pursuant to that certain (i) Communications Site Lease Agreement (Ground) dated June 30, 2005, currently by and between 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 Public Records of Cook County, Illinois, and (ii) Option and License Agreement dated May 1, 1996, currently by and between AT&T, 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 Agreement, collectively, the “**Lease Agreements**”), as evidenced by that certain Memorandum of License recorded on July 3, 1997 as Document Number 97483405 in the Public Records of Cook County, Illinois (hereinafter, the Lease Agreements, as amended and/or assigned, are referred to as the “**Leases**”);

**WHEREAS**, Grantee is purchasing from Grantor a perpetual easement (“**Easement**”) over the Property and an assignment (the “**Assignment**”) of Grantor’s interest in the Leases;

**WHEREAS**, the Property is part of a parcel which is encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the “**Security Instrument**”) from Grantor in favor of Lender, including, without limitation, the Mortgage dated December 15, 2003 and recorded February 23, 2004 as Document Number 0405433110 in the Public Records of Cook County, Illinois;

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

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

1. Consent. Lender consents to the Easement and Assignment.
2. Nondisturbance. So long as the Easement is in full force and effect and Grantee is not in material default of any of its terms, obligations, covenants or conditions under the Easement, Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a conveyance (an “**Acquiring Party**”), that the right of possession of the Property and all other rights of Grantee under the Easement and Assignment shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights

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under the Security Instrument during the term of the Easement, by reason of a Conveyance as defined herein. For purposes of this agreement, a “**Conveyance**” shall mean any of the following, including, but not limited to, any exercise by Lender of its rights under the Security Instrument, including a foreclosure, sheriff’s or trustee’s sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer, sale or conveyance of the Grantor’s interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure. Lender or any Acquiring Party and Grantee agree that any Conveyance shall be made subject to the Easement, the Assignment and the rights of Grantee under the Easement and the Assignment and the parties shall be bound to one another and have the same remedies against one another for any breach of the Easement and the Assignment as such parties had before the Conveyance; provided however, that Lender or any Acquiring Party shall not be liable for any act or omission of any prior land owner. Lender will not join any land owner as a party in any action or proceeding to foreclose unless such joinder is necessary to foreclose on the Security Instrument and then only for such purpose and not for the purpose of terminating the Easement or voiding the Assignment.

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

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

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

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6. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the parties hereto or any person or entity which acquires title to or the right to possession of the Property whether directly or indirectly through Lender and to any assignees, licensees, agents, sublease holders, tenants or subtenants of Grantee. Furthermore, in the event Grantee assigns its right to purchase the Easement and Assignment to a third party, Grantee shall have the right to assign its rights and interest in this Agreement to such third party without the consent of Lender and Grantor.

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

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

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

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

*[Signature pages follow.]*

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**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

Property of Cook County Clerk's Office

By: Valent Thomas

Print Name: Galen S. Thomas

Print Title: President

Date: 6/27/13

By: Carl Gradogno

Print Name: Carl Gradogno

Print Title: president

Date: 6/27/2013

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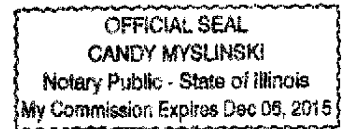
## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

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 Consent, Nondisturbance and Attornment Agreement 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 08 2015



[SEAL REQUIRED]

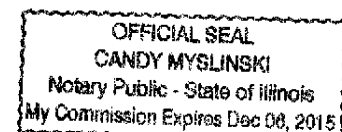
## ACKNOWLEDGEMENT

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 Guicagno, 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 Consent, Nondisturbance and Attornment Agreement 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 08 2015



[SEAL REQUIRED]

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GRANTEE:

Crown Castle Towers 09 LLC,  
a Delaware limited liability company

By: Angela A. Siebe

Print Name: Angela Siebe

Director

Print Title: Land Acquisition Operations

Date: 6/19/13

Property of Cook County Clerk's Office

### ACKNOWLEDGEMENT

STATE OF TEXAS

)  
) SS

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 Consent, Nondisturbance and Attornment Agreement for the purposes  
therein contained.

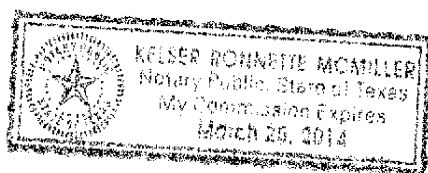
IN WITNESS WHEREOF, I hereunto set my hand and official seal

Kel M. McMiller

Notary Public, State of Texas, County of Harris

My Commission Expires: 3-25-14

[SEAL REQUIRED]



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LENDER:

Christian Investors Financial f/k/a Christian Investors Foundation

By: Scott Achterling

Print Name: SCOTT ACHTERLING

Print Title: VICE PRESIDENT

Date: JUNE 13, 2013

### ACKNOWLEDGEMENT

STATE OF Minnesota )  
 ) SS  
COUNTY OF Hennepin )

On this, the 13 day of June, 2013, before me Scott Achterling, Notary Public, the undersigned officer, personally appeared Dawne E Eveland, who acknowledged him/herself to be the Vice President of Christian Investors Financial f/k/a Christian Investors Foundation, and that he/she, being authorized to do so, executed the foregoing Consent, Nondisturbance and Attornment Agreement for the purposes therein contained.

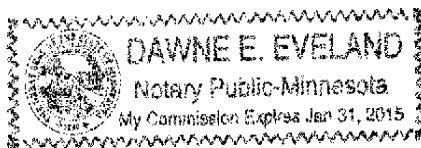
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dawne E Eveland

Notary Public, State of MN, County of Hennepin

My Commission Expires: 1/31/2015

[SEAL REQUIRED]





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## EXHIBIT A (Description of Property)

The Easement Area shall include any portion of Grantor's Property on which communications facilities exist on the date of the Easement together with the portion of the Grantor's Property leased by Grantor pursuant to the Leases 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

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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

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