



Doc#: 1523015027 Fee: \$96.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/18/2015 10:02 AM Pg: 1 of 11

This instrument was prepared by  
and after recording return to:

Ginsberg Jacobs LLC  
300 South Wacker Drive, Suite 2750  
Chicago, IL 60606  
(Site Name: 95<sup>th</sup> & Roberts)

**UTILITY EASEMENT AGREEMENT**

THIS UTILITY EASEMENT AGREEMENT (the "Agreement") is made March 18, 2015, by Chicago SMSA Limited Partnership, d/b/a Verizon Wireless (referred to as "Grantee"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 and Village of Bridgeview, with its principal offices at 7500 Oketo Avenue, Bridgeview, Illinois 60455 (referred to as the "Grantor").

WHEREAS, Grantor is the owner of certain real property located at 8900 South 77th Avenue, Bridgeview, Illinois of with the P.I.N. ( ) 23-01-104-007-0000 as described in Exhibit A ("Property"), and

WHEREAS, Grantor and SBA Monarch Towers I, LLC (by way of its predecessor(s)-in-interest ("SBA")) are parties to that certain Site Lease with Option dated January 31, 2005 (the "Ground Lease") whereby Grantor leases to SBA, and SBA leases from Grantor, a certain portion of land space located at the Property ("Telecommunications Compound") for installation, operation and maintenance of its telecommunications facility thereon; and

WHEREAS, SBA and Grantee have entered into that certain Antenna Site Agreement dated December 23, 2014 (the "Site Lease") whereby SBA leases to Grantee, and Grantee leases from SBA, a certain portion land space within the Telecommunications Compound, together with certain space on SBA's telecommunications tower (collectively "Grantee's Leased Premises") for the purposes of installation, operation, and maintenance of Grantee's telecommunications facility;

WHEREAS, in order to fully construct, maintain, operate and access the equipment to be located at Grantee's Leased Premises, Grantor agrees to grant to Grantee a certain underground utility easement as described and depicted in Exhibit B; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the Grantor hereby declares the following:

- Additional Utility Easement.** Subject to the conditions of this Agreement, the Grantor hereby grants, gives and conveys to Grantee an easement for the installation and maintenance of underground utility wires, poles, cables, conduits, and pipes under and along a certain portion of the Property (the "Underground Utility Easement"), as depicted on Exhibit B, for the benefit of and appurtenant to the Lease Area, for the sole, exclusive and limited purpose of providing access and use of electrical utilities. The Underground Utility Easement is legally described on Exhibit B attached hereto and made a part hereof. Grantor also grants to Grantee the right to install the utility wires, poles, cables, conduit and pipes beneath the surface of the Underground Utility Easement area. Grantor acknowledges that the utility company may be utilized by Grantee to conduct the installation, maintenance and operation of the utility wires, poles, cables, conduit and pipes.

Handwritten notes and signatures on the right margin, including a large 'N' and '11'.

# UNOFFICIAL COPY

2. **Restoration of Easement Area.** Upon the completion of any maintenance or installation of its cables, pipes or wires, Grantee shall restore the affected easement areas to substantially the same condition they were in immediately prior to such installation or maintenance. All costs directly associated with the installation of any utility wires, cables or pipes in the easement areas shall be the responsibility of Grantee.

3. **Covenants Running with the Land.** The easements created, established, and granted hereby shall (a) exist at all times hereafter amongst all persons, corporations, partnerships, trusts or other entities having or acquiring ownership or other interest in and to the Property or any portion thereof while this Agreement is in effect, and (b) be binding upon and inure to the benefit and detriment of Grantee and the Grantor, and their respective successors and assigns, and (c) run with the land subjected to this Agreement, to be held, owned and conveyed subject to this Agreement. Notwithstanding the foregoing, the term of this Agreement shall be co-terminus with the Grantee's leasehold interest in the Adjacent Property as well as any subsequent amendments or extensions of the Lease. Grantee may record this Agreement at its discretion.

4. **Transfer of Ownership.** Whenever a transfer of ownership of the Property occurs, the transferor shall remain liable for any breach of covenant occurring before the transfer but shall not be liable for any breach of covenant occurring after the transfer. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land.

5. **Interpretation.** The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intentions of the parties.

6. **Termination.** This Agreement will automatically terminate upon the earlier of: i) the termination of the Site Lease; or ii) the termination of the Ground Lease. Grantee agrees to record a release of this agreement upon such termination.

7. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

- |    |                |  |
|----|----------------|--|
| a. | If to Grantee: | Chicago SMSA Limited Partnership<br>d/b/a Verizon Wireless<br>180 Washington Valley Road<br>Bedminster, New Jersey 07921<br>Attention: Network Real Estate |
| b. | If to Grantor: | Village of Bridgeview<br>7500 Oketo Avenue<br>Bridgeview, Illinois 60455<br>Attn: Mayor  |

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

[signature page follows]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Grantee:

Chicago SMSA Limited Partnership, d/b/a Verizon Wireless

By: Celco Partnership, its General Partner

By: *[Signature]*  
Name: Lynn Ramsey  
Its: Area Vice President Network  
Date: 7/27/15

Grantor:

Village of Bridgeview

By: *[Signature]*  
Steven M. Landek, Mayor  
Date: March 18, 2015

Property of Cook County Clerk's Office

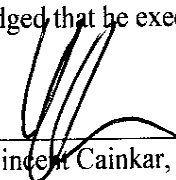


# UNOFFICIAL COPY

## GRANTOR ACKNOWLEDGEMENT

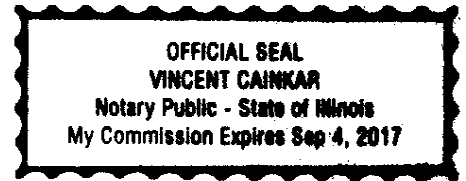
STATE OF ILLINOIS                    )  
   ) SS  
 COUNTY OF COOK                     )

On March 18, 2015, before me personally appeared, Steven M. Landek, Mayor, on behalf of the Village of Bridgeview, personally known to me or proven on the basis of satisfactory evidence to be the person whose name is ascribed on the within instrument, and acknowledged that he executed the same.

  
 \_\_\_\_\_  
 Vincent Cainkar, Notary Public

My commission expires: September 4, 2017

[Acknowledgments Continue on the Following Page]



Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## EXHIBIT A

Description of Property

[See attached document]

PARCEL 1:

LOT 3 IN LANDMARK SUBDIVISION BEING A SUBDIVISION IN PART OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH , RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

NON EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT 99534954 OVER THE FOLLOWING DESCRIBED AREA: THE SOUTH 17.23 FEET OF THE WEST 112.73 FEET OF LOT 1 AND THE WEST 50 FEET AND THE NORTH 32.77 FEET OF THE WEST 77.40 FEET OF LOT 2 IN LANDMARK SUBDIVISION AFORESAID.

# UNOFFICIAL COPY

## EXHIBIT B

Depiction and Legal Description of Underground Utility Easement

[See attached survey and legal description of Underground Utility Easement]

Property of Cook County Clerk's Office

A large, dark, handwritten scribble consisting of several overlapping, thick black lines that obscure the text of the watermark. The scribble is roughly rectangular and appears to be a signature or initials.

# UNOFFICIAL COPY

## EXHIBIT A

Description of Property

[See attached document]

### PARCEL 1:

LOT 3 IN LANDMARK SUBDIVISION BEING A SUBDIVISION IN PART OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH , RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 2:

NON EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT 99534954 OVER THE FOLLOWING DESCRIBED AREA: THE SOUTH 17.23 FEET OF THE WEST 112.73 FEET OF LOT 1 AND THE WEST 50 FEET AND THE NORTH 32.77 FEET OF THE WEST 77.40 FEET OF LOT 2 IN LANDMARK SUBDIVISION AFORESAID.



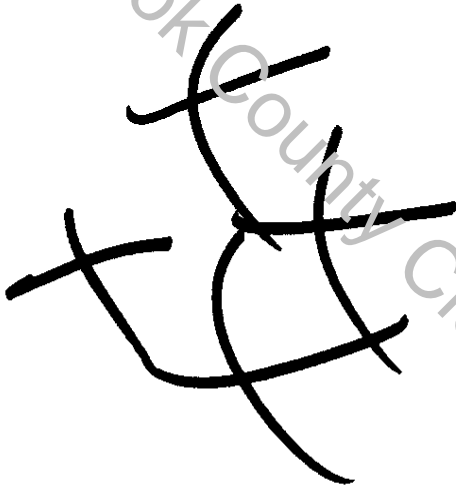
# UNOFFICIAL COPY

## EXHIBIT B

Depiction and Legal Description of Underground Utility Easement

[See attached survey and legal description of Underground Utility Easement]

Property of Cook County Clerk's Office

A large, dark, handwritten scribble consisting of several overlapping, curved lines, possibly representing a signature or initials, is positioned in the center of the page, partially overlapping the diagonal watermark text.

UNOFFICIAL COPY

**CHICAGO SUSA LIMITED PARTNERSHIP, D.B.A. VERICON WIRELESS**  
 REAL ESTATE MANAGER  
 1515 EAST WOODFIELD RD.  
 10TH FLOOR  
 CHICAGO, IL 60613  
 OFFICE: (847) 706-1727

CONSTRUCTION MANAGER  
 RON PANKOVICH  
 1707 AIRPORT ROAD  
 CHICAGO, IL 60645  
 OFFICE: (630) 531-4084

**CUS CONSOLIDATED LAND SURVEYING, INC.**  
 1309 W. FULLERTON ST., 7TH FLOOR  
 CHICAGO, IL 60642  
 LAND MARKERS AND PROFESSIONAL ENGINEERS  
 LICENSE NO. 028-097-3433  
 PROFESSIONAL ENGINEER IN SURVEYING  
 ALL RIGHTS RESERVED © 2013

**PROJECT MANAGER:**  
 PREPARED BY: NHI 9-7-12  
 APPROVED BY:

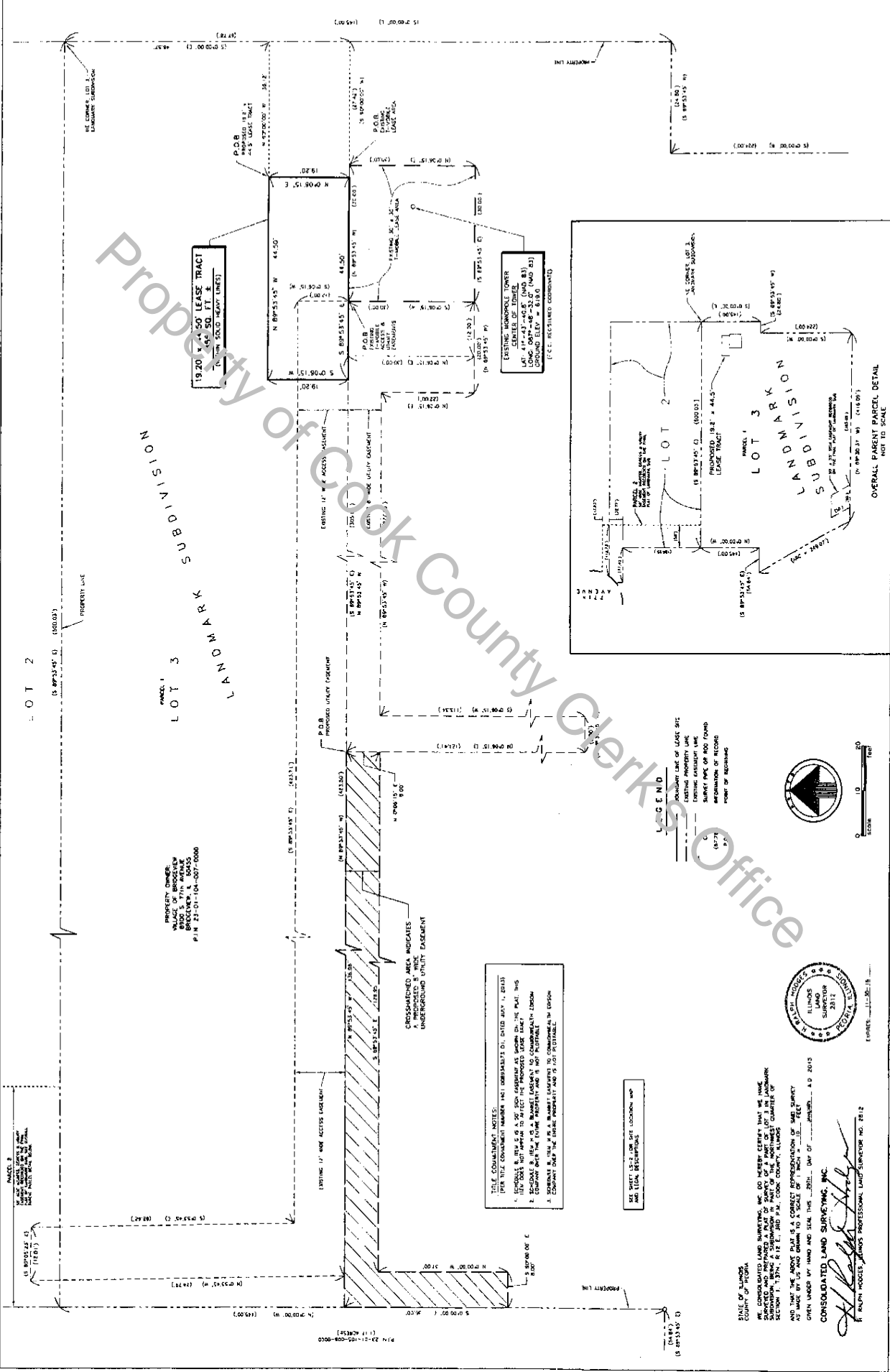
1	4-27-14	DATE OF RECORD
2	1-29-15	DATE OF RECORD
3	2-17-15	DATE OF RECORD
4	2-25-15	DATE OF RECORD

**SITE NAME:**  
**95TH & ROBERTS**

**SHEET NAME**  
**LESSEE**  
**PLAT OF SURVEY**

**SHEET NUMBER**  
**LS-1**

**JOB NUMBER**  
 B912-37-12-10-03



Property of Cook County Clerk's Office

