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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/09/2016 01:45 PM Pg: 1 of 14

**Prepared by and Return to:**  
Attorney Christopher Flammer, Land Management  
Site No.: 303884  
Site Name: Niles-Lehigh, IL  
c/o American Tower  
10 Presidential Way  
Woburn, MA 01801

(Recorder's Use Above this Line)

STATE OF ILLINOIS

Assessor's Parcel No.: 10-29-105-008-0000

COUNTY OF COOK

## EASEMENT AND ASSIGNMENT AGREEMENT

This Easement Agreement ("**Agreement**") dated as of May 6, 2016 (the "**Effective Date**"), by and between 7720 Lehigh Property, LLC, an Illinois limited liability company ("**Grantor**") and American Tower Asset Sub II, LLC, a Delaware limited liability company ("**Grantee**").

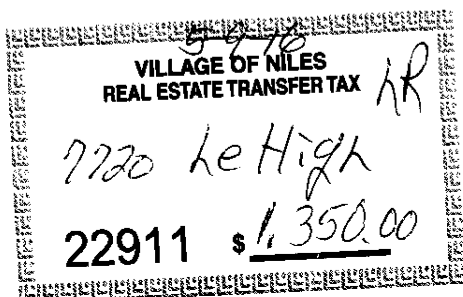
### BACKGROUND

Grantor is the owner of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "**Premises**"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

### AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a perpetual exclusive easement (the "**Exclusive Easement**") in and to that portion of the Premises more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**"); and (ii) a perpetual non-exclusive easement (the "**Access and Utility Easement**"; the Exclusive Easement and Access and Utility Easement, collectively, the "**Easements**") in and to that portion of the Premises more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "**Easement Areas**"). The Easement Areas shall be used for the purposes set forth herein.
- Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.
- Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that



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all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. **Duration.** The duration of this Agreement and the Easements granted herein (the "Term") shall be perpetual unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence. In the event that the use of the Easements is abandoned by Grantee, or its successors, then Grantor, or its successors, may terminate the Easements by providing legally sufficient evidence of such abandonment, and following such termination all right and title to the land constituting the Easements shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents utilize (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement Area, or maintenance and/or upkeep of the Easement Areas) the tower site or facilities in any manner for a consecutive period of five (5) years, and, following the expiration of such 5 year period, do not respond within forty-five (45) days of Grantor's written notice to Grantee. Notwithstanding anything to the contrary contained herein, within 180 days of the termination of the Agreement as provided in this section, Grantee shall remove all of its communications equipment and other personal property from the Exclusive Easement Area, including the removal of any foundation to one (1) foot below grade, including underground utilities, if any, only if Grantee owns and controls such utilities and the removal will not disrupt service to any other recipient. Furthermore, Grantee shall restore, subject to the condemnation provisions set forth herein, the Exclusive Easement Area to its original condition, reasonable wear and tear excepted. At the termination or expiration of this Agreement, Grantee agrees to provide Grantor a recordable termination of this Agreement within one hundred eighty (180) days of the termination or expiration of this Agreement, or upon Grantee's removal of its personal property from the Exclusive Easement Area, whichever occurs last.

5. **Easement Consideration.** Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

6. **Use of Easement Areas.**

a. **Exclusive Easement.** The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "Permitted Parties") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses, and for no other use without the prior consent of Grantor (collectively, the "Permitted Use"). Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb in any manner Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area for the Permitted Use. Grantee may construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. **Access and Utility Easement.** The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days a week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground

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utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way, provided that the same does not interfere with or disrupt any existing overhead or underground utilities lines or other improvements located on the Access and Utility Easement Area (the "Permitted Access Use"). Grantee shall not utilize the Access and Utility Easement Area for any use other than the Permitted Access Use or in any manner that interferes with Grantor's or any of Grantor's tenants' use of such area. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. If Grantee desires to install new utilities or needs to relocate existing utilities, Grantee will use its best efforts to install such utilities underground. The Access and Utility Easement and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor. Grantee shall not, and shall not permit any Permitted Party to, block, restrict or interfere with the access to or use of any portion of the Premises (other than the Easement Areas) by Grantor or any of Grantor's successors and/or assigns.

7. **Assignment.** Grantee may assign this Agreement, in whole or in part, to an Affiliate (as defined below) of Grantee at any time without the prior written consent or approval of, or notice to, Grantor. Any other assignment shall be subject to Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. It shall be unreasonable for Grantor to withhold consent for any assignment to a person or entity with sufficient financial strength to fulfil the obligations on Grantee hereunder. For the purposes of this Agreement, "Affiliate" means any corporation, partnership, limited liability company, or other entity that, directly or indirectly, controls, is controlled by, or is under common control with Grantee or with the parent company or any subsidiaries of Grantee. For purposes of the aforementioned definition, the terms "controls," "controlled by," and "under common control with" mean: (i) the right to direct the management and policies of the applicable entity or entities, whether directly or indirectly, or (ii) the ownership of more than 50% of the stock, partnership, membership, or other equity interests of and in the applicable entity or entities. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

8. **Covenants; Representations; Warranties.**

a. Grantor warrants that Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property, personal property and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises, to the extent both are directly attributable to Grantee's improvements on the Easements attributable to the (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of same by Grantor. Anything to the contrary notwithstanding, Grantee shall not be obligated to reimburse Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such tax(s) became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) and demand reimbursement from Grantor, which reimbursement payment Grantor shall make within forty-five (45) days of such demand by Grantee (accompanied by written documentation thereof and proof of payment thereof by Grantee); and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means. Grantor

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and Grantee shall cooperate to obtain a separate tax parcel number (but not a legal subdivision) for an area that includes the Exclusive Easement Area and no other portion of the Premises. If a separate tax parcel number is obtained for the Exclusive Easement Area, Grantee shall thereafter reimburse Grantor for the real estate taxes assessed under such separate tax parcel number during the Term of this Agreement in the manner described above.

c. Without Grantee's prior written consent, which consent may be withheld or conditioned in Grantee's sole and absolute discretion, Grantor shall not cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantee shall keep the Easement Areas in good condition and repair in accordance with all applicable federal, state and municipal laws and shall conduct, and cause all Permitted Parties to conduct, the operation of the facilities and improvements located on the Easement Areas to be done in accordance with all applicable federal, state and municipal laws, rules and regulations. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "*Hazardous Materials*" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "*Environmental Laws*" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials. 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) from the presence or release of any Hazardous Materials on the Premises if caused by Grantor or persons acting under Grantor.

f. Grantee shall not, and shall not permit any Permitted Party use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws. 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) from the presence or release of any Hazardous Materials on the Easement Areas if caused by Grantee or persons acting under Grantee.

g. Each of Grantor and Grantee hereby agrees to and does indemnify and shall defend and hold harmless the other party and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by the indemnifying party of any representation, warranty or covenant of such indemnifying party contained herein.

h. The representations, warranties, covenants, agreements, and indemnities contained in this Section shall survive the execution and delivery of this Agreement indefinitely.

9. **Non-Disturbance.** During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use commercially reasonable efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

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10. **Grantee's Securitization Rights; Estoppel.** Grantor consents to the granting by Grantee of a lien and security interest in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("*Grantee's Mortgagee*") of its rights of foreclosure with respect to any lien or security interest, provided that no such lien or security interest shall attach to or encumber in any way Grantor's right, title and interest in the Premises or result in any obligation or liability of Grantor. Provided that Grantee gives Grantor written notice of any such mortgagee, Grantor shall recognize Grantee's Mortgagee as "Grantee" hereunder in the event Grantee's Mortgagee exercises its right of foreclosure. Grantor and Grantee both further agree to execute a written estoppel certificate within thirty (30) days of written request of the same by the other party or its Mortgagee.

11. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantee: American Tower Asset Sub II, LLC  
c/o American Tower  
10 Presidential Way  
Woburn, MA 01801

To Grantor: 7720 Lehigh Property, LLC  
7720 Lehigh Avenue  
Niles, IL 60648

With copy to: American Tower Asset Sub II, LLC  
c/o American Tower  
116 Huntington Avenue  
Boston, MA 02116  
Attn: Legal Department

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice

12. **Force Majeure.** The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

13. **Miscellaneous.** This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State of Illinois, without regard to the conflicts of laws provisions of such State. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Neither Grantor nor Grantee has provided any legal or tax advice to the other party in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

14. **Cumulative Remedies.** Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

15. **Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

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16. **Severability.** Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law, and (c) otherwise be consistent with the terms and conditions hereof.
17. **Attorney's Fees.** If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.
18. **Zoning.** Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee related to any Permitted Use or Permitted Access Use, and (b) Grantor shall promptly cooperate with Grantee, in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's Permitted Use and Permitted Access Use of the Easement Areas. Grantee shall be solely and exclusively responsible for any costs or filing fees charged by a government agent pursuant to this paragraph.
19. **Assignment of Current Agreement.** Grantor hereby assigns to Grantee all of Grantor's beneficial rights, title and interest in, to and under all of the existing leases, licenses and other agreements for use or occupancy of the Easements, listed on Exhibit "D" attached hereto (the "**Current Agreement**"), including without limitation, the right to receive any and all rents and other monies payable to Grantor thereunder and including during any and all extensions thereof ("**Contract Revenues**"). Grantor hereby represents and warrants that as of the Effective Date there are no leases, license or other agreements pertaining to the Exclusive Easement Area other than the Current Agreement. Notwithstanding the foregoing assignment to Grantee, Grantor agrees that Grantor remains the fee owner of the Premises and Grantor remains obligated to comply with all obligations of the lessor or Grantor under the Current Agreement, as same may be extended or renewed, which relate to the ownership, maintenance, operation and use of the Premises. Such obligations are hereby expressly excluded from the foregoing assignment. Grantor hereby acknowledges that as of the Effective Date none of the improvements located at the Site pursuant to the Current Agreement encroach outside the Premises. Grantor hereby certifies to Grantee that to the best of Grantor's knowledge the Current Agreement is in full force and effect, that Grantor is not in default or breach of any of its obligations under the Current Agreement, that Grantor has received no notices alleging a default under the Current Agreement, and that as of the date hereof the lessee under the Current Agreement has no claim against Grantor. Grantee agrees that it will not, and will not allow any of the Permitted Parties to utilize the Easement and Construction Staging Area, as defined in the Current Agreement, without the consent of Grantor, which consent shall not be unreasonably delayed, denied, or conditioned upon additional consideration.
20. **Further Acts.** Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement, or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement, and such cooperation shall not be unreasonably withheld, delayed, or conditioned upon additional consideration. An unreasonable delay under this paragraph shall be a time period not more than fifteen (15) days after receipt of such a request to cooperate.

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21. Survey. Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "Survey") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. With Grantor's written consent, Grantee may replace Exhibit B and Exhibit C with a revised Exhibit B and Exhibit C depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee's election.
22. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.
23. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within five (5) business days. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall, provided there is no reduction or diminution of the award to which Grantor is entitled, be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.
24. Insurance. Grantee shall at all times during the Term of this Agreement and at Grantee's sole cost and expense, maintain in effect Workmen's Compensation insurance with statutory limits and General Liability insurance to cover bodily injury and property damage, adequate to protect Grantor against liability for bodily injury or death of any person in connection with the use, operation and condition of the Easement Areas, in an amount not less than Two Million and No/100 Dollars (\$2,000,000.00) of combined single limit bodily injury and property damage coverage with not less than Five Million and No/100 Dollars (\$5,000,000.00) in the aggregate. These limits can be met using the general liability policy limits and umbrella/excess limits. Such policy shall cover the Easement Areas and include Grantor as an additional insured. Within thirty (30) days of Grantee's receipt of a written request from Grantor, and no more than once per calendar year, Grantee shall deliver a certificate of insurance to Grantor evidencing the insurance requirements set forth in this section. Grantee shall also insure its Improvements within the Exclusive Easement Area against fire and other casualties, in the amount of their full replacement value, however, Grantee shall not be required to include Grantor as an additional insured with respect to the type of insurance coverage as contemplated by this sentence.
25. Indemnity. Grantee shall and hereby does indemnify and hold Grantor harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney's fees and costs) actually incurred, asserted, and/or suffered (collectively, the "Losses"), whether to persons or property, arising directly from Grantee's use of the Easements and the use of the Easements by Grantee's employees, agents, contractors, guests, licensees, or invitees; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Grantor or any of Grantor's employees, agents, contractors, and/or invitees. Grantor shall and hereby does indemnify and hold Grantee harmless from all Losses, whether to persons or property, arising directly from Grantor's use of the Premises and the use of the Premises by Grantor's employees, agents, contractors, guests, licensees, or invitees; provided, in all events, the

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aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Grantee or any of Grantee's employees, agents, contractors, and/or invitees.

26. **Relocation of Access and Utility Easement Area.** Grantor shall have the right to relocate the Access and Utility Easement Area at Grantor's sole cost and expense. Prior to relocating the Access and Utility Easement Area, Grantor shall provide written notification to Grantee of its intent to relocate the Access and Utility Easement Area and deliver to Grantee a copy of a survey (with a corresponding legal description) depicting the new proposed Access and Utility Easement Area location. Additionally, if requested by Grantee, Grantor shall conduct a Phase 1 environmental site assessment of the proposed relocation area, which assessment shall be conducted by environmental professionals approved by Grantee, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be at Grantor's sole cost and expense. Grantee shall have the right to approve the relocation area, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee, however, shall have the right to deny approval of any proposed relocation where a Phase 1 environmental survey indicates a violation or potential violation of any local, state or federal environmental law or regulation. Grantor shall also obtain any necessary jurisdiction and government approvals for the requested Access and Utility Easement Area relocation. In all events, any such alternate location shall provide access and utility service to the Exclusive Easement Area of the same or similar quality, nature and accessibility as exists as of the Effective Date hereof. Grantor agrees the relocation of the Access Easement shall not interrupt Grantee's daily operation of the tower site, including but not limited to access (by foot and vehicle, including trucks) and utility services to the site on a 24 hours a day 7 days a week basis. If Grantor or Grantee files an action for the enforcement or breach of this paragraph, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs. An unreasonable delay under this section shall be a time period in excess of fifteen (15) days after the receipt of a request for approval.

27. **Mechanic's Liens.** Grantee shall keep the Premises free from any mechanic's, materialmen's or similar liens in connection with any work on or respecting Grantee's equipment, and Grantee shall indemnify and hold Grantor harmless from and against any claims, liabilities, judgments, or costs (including attorneys' fees and disbursements) arising out of the same. Furthermore, Grantee agrees not to voluntarily grant a security interest in Grantor's fee simple interest to a third party creditor.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

**GRANTOR:**

7720 Lehigh Property, LLC  
an Illinois limited liability company

Signature: [Handwritten Signature]  
By: KARL S. SCHMIDT  
Its: CEO  
Date: 4-14-16

**WITNESSES:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Acknowledgment**

**GRANTOR**

State/Commonwealth of Illinois  
County of Cook

On this the 14<sup>th</sup> day of April 2016, before me, the undersigned Notary Public, personally appeared Karl Schmidt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Notary Public  
My Commission Expires: 7-21-19



# UNOFFICIAL COPY

**GRANTEE:**

American Tower Asset Sub II, LLC  
a Delaware limited liability company

Signature: [Signature]  
By: \_\_\_\_\_  
Its: **Edward P. Maggio, Jr.**  
Date: **5/2/16**  
**Senior Counsel, US Tower**

**WITNESSES:**

Signature: [Signature]  
Print Name: **John Sullivan**  
Signature: [Signature]  
Print Name: **Patrick Dineby**

**Acknowledgement**

**GRANTEE**

Commonwealth of Massachusetts  
County of Middlesex

On this the 2<sup>nd</sup> day of May, 2016, before me, the undersigned Notary Public, personally appeared Edward P. Maggio, Jr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.


WITNESS my hand and official seal.

Notary Public [Signature]  
My Commission Expires: 6/17/16

{Seal}

**Attachments:**

- Exhibit "A" – Premises
- Exhibit "B" – Exclusive Easement
- Exhibit "C" – Access and Utility Easement
- Exhibit "D" – Current Agreement

 **CHRISTOPHER SCOTT FLAMMER**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 17, 2016

# UNOFFICIAL COPY

### Exhibit "A" – Premises

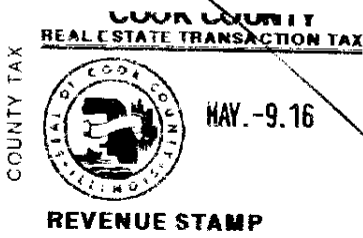
*This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises*

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

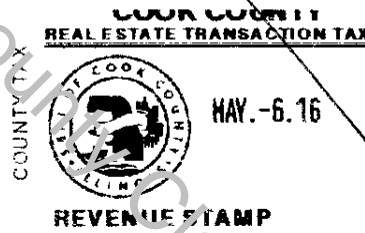
LOT 7 IN DANLEY MACHINE CORPORATION'S SUBDIVISION OF PART OF THE NORTH ¼ OF THE SOUTH EAST ¼ OF THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NO: 10-29-105-008

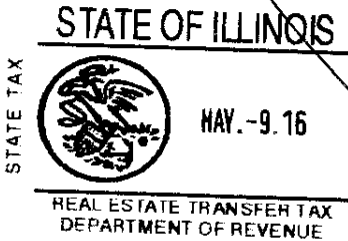
ADDRESS: 7720 Lehigh Avenue, Niles, IL



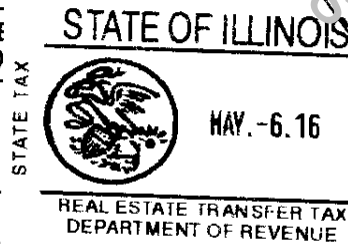
REAL ESTATE TRANSFER TAX
00150.50
FP 103042



REAL ESTATE TRANSFER TAX
00074.50
FP 103042



REAL ESTATE TRANSFER TAX
00301.00
FP 103037



REAL ESTATE TRANSFER TAX
00149.00
FP 103037

# UNOFFICIAL COPY

## Exhibit "B" – Exclusive Easement Area

A TRACT OF LAND BEING PART OF LOT 1 IN DANLEY MACHINE CORPORATION'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 22 MINUTES 27 SECONDS EAST, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 41 MINUTES 30 SECONDS WEST, A DISTANCE OF 32.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 27 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 30 SECONDS EAST, A DISTANCE OF 32.00 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 27 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,200 SQUARE FEET OR 0.073 ACRES, MORE OR LESS.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit "C" Access and Utility Easement Area

### ACCESS

A 20 FOOT WIDE EASEMENT FOR ACCESS BEING PART OF LOT 1 IN DANLEY MACHINE CORPORATION'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 22 MINUTES 27 SECONDS EAST, A DISTANCE OF 127.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 30 SECONDS WEST, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE NORTH 00 DEGREES 22 MINUTES 27 SECONDS WEST, A DISTANCE OF 127.63 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 30 SECONDS EAST, A DISTANCE OF 71.93 FEET TO THE POINT OF TERMINATION, CONTAINING 3.982 SQUARE FEET OR 0.089 ACRES, MORE OR LESS.

### UTILITY

A 5 FOOT WIDE EASEMENT FOR UTILITIES BEING PART OF LOT 1 IN DANLEY MACHINE CORPORATION'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 1, THENCE NORTH 00 DEGREES 22 MINUTES 27 SECONDS EAST, A DISTANCE OF 2.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST, A DISTANCE OF 68.82 FEET TO THE POINT OF TERMINATION, CONTAINING 4.4 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.

# UNOFFICIAL COPY

## Exhibit "D"- Current Agreement

That certain Site Agreement No. 41, dated April 8<sup>th</sup>, 1987, between American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated September 15, 1976, and known as Trust No. 39340, as lessor, and Rogers Radiocall, Inc., an Illinois corporation, as lessee.

Property of Cook County Clerk's Office

Site No: 303884  
Site Name: Niles-Lehigh, IL