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THIS DOCUMENT PREPARED BY:

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/22/2016 11:15 AM Pg: 1 of 13

AFTER RECORDING RETURN TO:

NICHOLAS J. WINTERS  
DYKEMA GOSSETT  
39577 WOODWARD, BLOOMFIELD HILLS, MI

## FIRST AMENDMENT TO EASEMENT AND ASSIGNMENT AGREEMENT

This First Amendment to Easement and Assignment Agreement (this "Amendment") is made this 17<sup>th</sup> day of June, 2016, by and between **7720 LEHIGH NILES LLC**, an Illinois limited liability company ("Grantor"), whose mailing address is One Lincoln Centre, 18W140 Butterfield Road, Suite 750, Oakbrook Terrace, Illinois 60181, and **AMERICAN TOWER ASSET SUB II, LLC**, a Delaware limited liability company ("Grantee"), whose mailing address is c/o American Tower, 10 Presidential Way, Woburn, Massachusetts 01801.

### RECITALS

**WHEREAS**, 7720 Lehigh Property, LLC, an Illinois limited liability company, as grantor, and Grantee, as grantee, entered into that certain Easement and Assignment Agreement dated as of May 6, 2016 and recorded on May 9, 2016 as Document Number 1613013053 with the Cook County Recorder of Deeds (the "Easement");

**WHEREAS**, the Easement pertains to certain portions of the property more particularly described on Exhibit "A" attached hereto and incorporated by this reference ("Grantor's Property"), as more particularly set forth in the Easement;

**WHEREAS**, Grantor is the successor in title to Grantor's Property pursuant to that certain Special Warranty Deed dated May 6, 2016 and recorded on May 9, 2016 as Document Number 1613013054 with the Cook County Recorder of Deeds;

**WHEREAS**, Section 26 of the Easement provides Grantor with the right to relocate the Access and Utility Easement Area upon the terms and conditions set forth therein; and

**WHEREAS**, Grantor has provided Grantee with written notice of Grantor's election to exercise its right to relocate the access portion of the Access and Utility Easement Area (the "Access Easement"), and the parties desire to memorialize their agreement to relocate the Access Easement upon the terms and conditions set forth herein.

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## OPERATIVE PROVISIONS

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Capitalized terms not defined herein shall have the same meanings ascribed to such terms in the Easement.
3. Grantor and Grantee hereby agree that the Access Easement shall be relocated to be as legally described on **Exhibit "B"** attached hereto and as generally depicted on **Exhibit "C"** attached hereto (the "Relocated Access Easement") in accordance with the terms and conditions set forth below. The Relocated Access Easement shall be constructed by Grantor at Grantor's sole cost and expense. The Relocated Access Easement shall provide Grantee with access (by foot and vehicle, including trucks) to the Exclusive Easement Area on a 24 hours a day, 7 days a week basis. Following Grantee's receipt of written notice from Grantor that Grantor represents and warrants that the Temporary Access Easement (as defined below) has been completed and is ready for Grantee's use, the Access Easement shall be temporarily relocated to be as legally described on **Exhibit "D"** attached hereto and as generally depicted with crosshatching and labeled "INTERIM/TEMPORARY 20' WIDE ACCESS EASEMENT DURING SITE CONSTRUCTION" on **Exhibit "E"** attached hereto (the "Temporary Access Easement"). The Temporary Access Easement shall be constructed by Grantor at Grantor's sole cost and expense. The Temporary Access Easement shall provide Grantee with access (by foot and vehicle, including trucks) to the Exclusive Easement Area on a 24 hours a day, 7 days a week basis.
4. Upon the completion of the Temporary Access Easement and Grantee's receipt of written notice from Grantor that Village of Niles, Illinois (the "Village") has provided Grantor with all permits and approvals required for Grantor to commence construction of the Relocated Access Easement (if any), Grantee shall be deemed to have forever waived and released any and all rights to use the access easement described in Exhibit "C" to the Easement, which is also described on **Exhibit "F"** attached hereto (the "Original Access Easement").
5. Upon Grantee's receipt of written notice from Grantor that Grantor represents and warrants that the Relocated Access Easement has been completed and is ready for Grantee's use, Grantee shall immediately begin utilizing the Relocated Access Easement and shall be deemed to have forever waived and released any and all rights to use the Temporary Access Easement.
6. Notwithstanding anything to the contrary contained herein, Grantor shall have no obligation to construct the Temporary Access Easement or the Relocated Access Easement until Grantor has first received all permits and approvals required in connection therewith from the Village, if any.
7. Grantee has approved the locations of the Temporary Access Easement and the Relocated Access Easement and has no right to object to the same; provided, however, that if (a) the Temporary Access Easement or the Relocated Access Easement has not been completed within

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fifteen (15) months after the date of execution of this Amendment, or (b) any of the required governmental approvals have lapsed, or (c) any adverse environmental conditions, other than those that are caused by Grantee or the Permitted Parties, or those that may have been disclosed in the Phase 1 environmental site assessment prepared by V3 Companies and dated February 2, 2016, are discovered within the Relocated Access Easement prior to Grantor representing and warranting that the same has been completed and is ready for Grantee's use, said Grantee approval shall be revoked and of no further force or effect. Notwithstanding the foregoing, Grantee's approval shall not be revoked pursuant to clause (b) or (c) above if Grantor, at its sole cost and expense, cures the condition described in clause (b) or (c), as the case may be, on or prior to the date which is fifteen (15) months after the date of execution of this Amendment.

8. The parties consent to the recording of this Amendment in the public records of the county in which Grantor's Property is situated, and agree that this Amendment shall be executed in recordable form.

9. Grantor and 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, shall not take any action, or fail to take any action, which shall interrupt Grantee's daily operation of the tower site including but not limited to access to the Exclusive Easement Area (by foot and vehicle, including trucks) on a 24 hours a day, 7 days a week basis. Grantor shall be responsible for the maintenance and repair of the Relocated Access Easement; provided, however, that Grantee shall reimburse Grantor for the costs and expenses incurred by Grantor in connection with any damage thereto caused by Grantee or the Permitted Parties. Notwithstanding anything to the contrary contained herein, this Amendment shall not in any manner revise, modify, amend or change the existing and future rights of Grantee and the Permitted Parties to utilize the utility portion of the Access and Utility Easement Area as currently utilized pursuant to the Easement.

10. This Amendment may be executed in counterparts, each of which shall constitute an original instrument.

11. In all other respects, the remainder of the Easement shall remain in full force and effect. Any portions of the Easement that are inconsistent with this Amendment are hereby amended to be consistent.

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Land situated in Cook County, Illinois, described as follows:

Lot 1 in Danley Machine Corporation's Subdivision of part of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Parcel Identification Number: 10-29-105-008

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## EXHIBIT "B"

### LEGAL DESCRIPTION OF RELOCATED ACCESS EASEMENT

THAT PART OF LOT 1 IN DANLEY MACHINE CORPORATION'S SUBDIVISION OF PART OF THE NORTH 1/2 OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 12.00 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 137.13 FEET; THENCE NORTHERLY AT AN ANGLE OF 89 DEGREES 08 MINUTES 09 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, 318.27 FEET; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, 174.91 FEET TO THE WESTERLY LINE OF LEHIGH AVENUE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF LEHIGH AVENUE, 25.92 FEET; THENCE WESTERLY AT AN ANGLE OF 67 DEGREES 47 MINUTES 54 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, 160.71 FEET; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE, 275.90 FEET; THENCE EASTERLY ALONG A LINE 18.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 93.16 FEET; THENCE NORTHERLY ALONG A LINE 32.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 9.15 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF LOT 1, A DISTANCE OF 20.00 FEET; THENCE SOUTHERLY ALONG A LINE 12.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF LOT 1, A DISTANCE OF 26.80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT "C"

### DEPICTION OF RELOCATED ACCESS EASEMENT

[please see attached]

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C-1



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## EXHIBIT "D"

### LEGAL DESCRIPTION OF TEMPORARY ACCESS EASEMENT

THAT PART OF LOT 1 IN DANLEY MACHINE CORPORATION'S SUBDIVISION OF PART OF THE NORTH 1/2 OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 47 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 132.02 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS WEST, 6.00 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 49 MINUTES 36 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 47 MINUTES 54 SECONDS EAST, 30.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 30 SECONDS EAST, 80.37 FEET; THENCE NORTH 46 DEGREES 59 MINUTES 12 SECONDS EAST, 6.56 FEET; THENCE NORTH 21 DEGREES 31 MINUTES 45 SECONDS WEST, 84.17 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 03 SECONDS EAST, 21.48 FEET; THENCE SOUTH 21 DEGREES 31 MINUTES 45 SECONDS EAST, 89.95 FEET; THENCE SOUTH 46 DEGREES 59 MINUTES 12 SECONDS WEST, 28.03 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 30 SECONDS WEST, 68.56 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 54 SECONDS WEST, 10.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Site No: 303884  
Site Name: Niles-Lehigh, IL  
4832-2423-5308.5  
110522\000040

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## EXHIBIT "E"

### DEPICTION OF TEMPORARY ACCESS EASEMENT

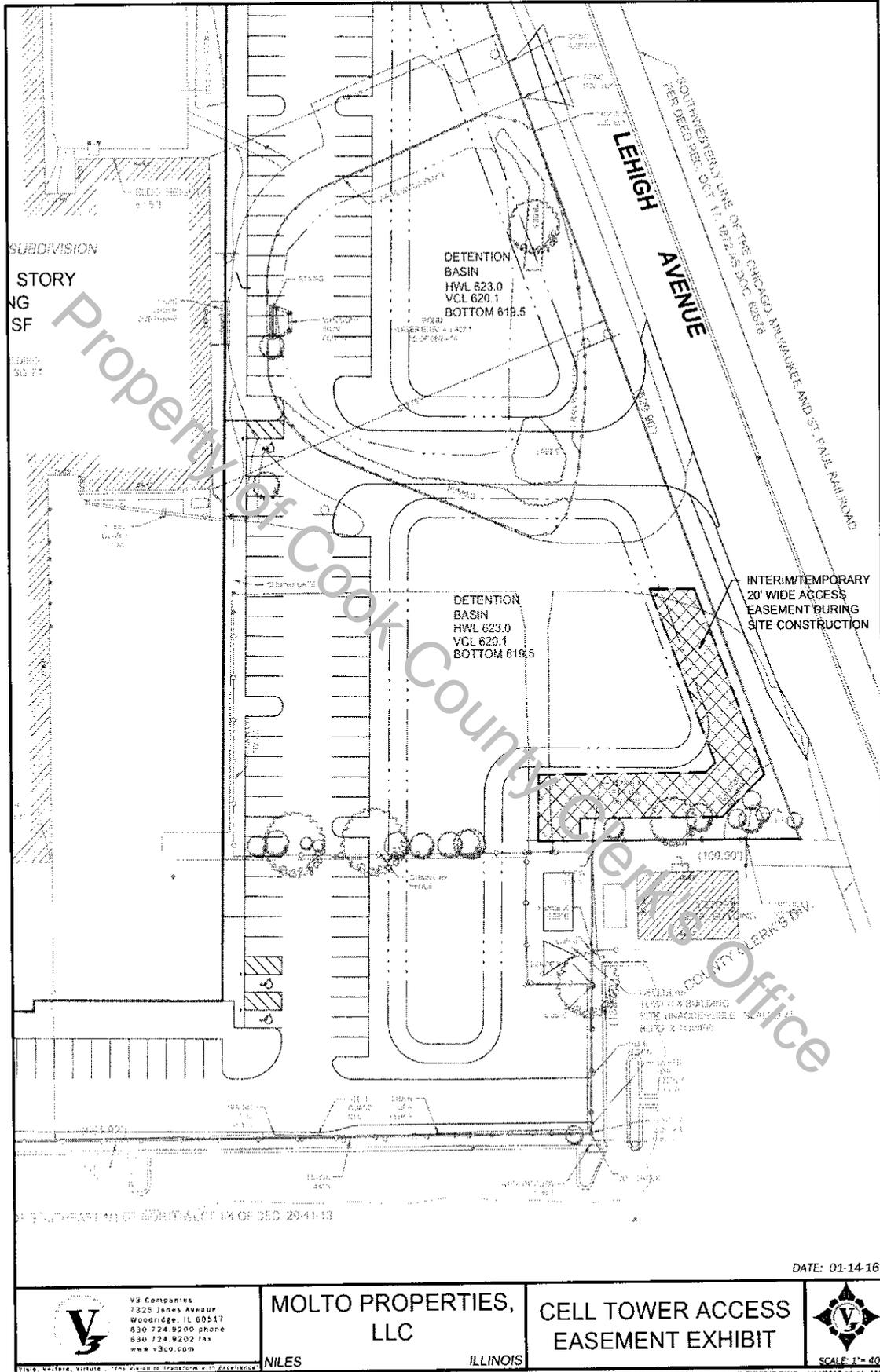
[please see attached]

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A large, stylized handwritten signature in black ink is written over the diagonal watermark text. The signature is cursive and appears to be the name of the official.

E-1

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Site No: 303884  
 Site Name: Niles-Lehigh, IL.  
 4832-2423-5308.5  
 110522000040

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## EXHIBIT "F"

### LEGAL DESCRIPTION OF ORIGINAL ACCESS EASEMENT

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 50 SECONDS EAST, A DISTANCE OF 71.93 FEET TO THE POINT OF TERMINATION, CONTAINING 3,992 SQUARE FEET OR 0.089 ACRES, MORE OR LESS.

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