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THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

DYKEMA GOSSETT PLLC Nicholas J. Winters, Esq. 39577 Woodward Avenue, Suite 300 Bloomfield Hills, Michigan 48304 Doc# 1700522097 Fee \$52,00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/05/2017 12:14 PM PG: 1 OF 8

SECOND AMENDMENT TO EASEMENT AND ASSIGNMENT AGREEMENT

This Second Amendment to Easement and Assignment Agreement (this "Amendment") is made this 27th day of December, 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 "Original Easement");

WHEREAS, the Original Easement was amended by that certain First Amendment to Easement and Assignment Agreement dated as of June 17, 2016 and recorded on June 22, 2016 as Document Number 1617413047 with the Cook County Recorder of Deeds (the "First Amendment");

WHEREAS, the Original Easement, as amended by the First Amendment, is referred to herein as 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 ("Crantor'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; and

WHEREAS, the parties desire to amend the Easement upon the terms and conditions set forth herein.

CCRD REVIEW

1700522097 Page: 2 of 8

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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. Exhibit "B" attached to the First Amendment is hereby replaced with **Exhibit "B"** attached to this Amendment.
- 4. Exhibit "C" attached to the First Amendment is hereby replaced with **Exhibit "C"** attached to this Amenament.
- 5. 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.
- 6. This Amendment may be executed in counterparts, each of which shall constitute an original instrument.
- 7. 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.

[Remainder of page intentionally left blank; signatures begin on the following page]

2

1700522097 Page: 3 of 8

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment as of the date first written above.

GRANTOR:

7720 LEHIGH NILES LLC,

an Illinois limited liability company

By: Molto Properties Fund II, LLC,

a Delaware limited liability company

Sole Member Its:

Molto Properties Fund II GP, LLC, By:

a Delaware limited liability company

Its: Manager

By:

Date:

Stopology Ox Coof ACKNOWLF D GEMENT

STATE OF Illinois)SS COUNTY OF DuPage

On this, the 5th day of December, 2016, before me, the undersigned Notary Public, personally appeared Todd Naccarab, who acknowledged him/herself to be the Managing Principal of Molto Properties Fund II GP, LLC, a Delaware limited liability company, the Manager of Molto Properties Fund II, LLC, a Delaware limited liability company, the Sole Member of 7720 Lehigh Niles LLC, an Illinois limited liability company, and that he/she, being authorized to do so, executed the foregoing Second Amendment to Easement and Assignment Agreement for the purposes therein contained.

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

Notary Public, State of <u>TL</u>, County of <u>Mage</u> Acting in the County of <u>D. Page</u>

My Commission Expires:

3

OFFICIAL SEAL LAURIE L WINSTON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/24/19

Site No: 303884 Site Name: Niles-Lehigh, IL 4825-9843-2317.1 110522\000040

1700522097 Page: 4 of 8

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GRANTEE:

a Delaware limited liability company By: Name: Shawn Lanier		AMERICAN TOWER ASSET SUB II, LLC,
Name: Shawn Lanier Vice President - Legal Title: Date: 12-29-2016 ACKNOWLEDGEMENT STATE OF State of Management and Assignment Agreement for the purposes there contained. Notary Public, State of Management of Middlesser Shawn Lanier Vice President - Legal Title: Date: 12-29-2016 ACKNOWLEDGEMENT SSCOUNTY OF State of Management Agreement Notary Public of American Tower Asset Sub II, LLC, Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Second Amendment to Easement and Assignment Agreement for the purposes there contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.		
Title: Date: Date: ACKNOWLEDGEMENT STATE OF (Market of Market		Ву:
Title: Date: Date: 12 - 29 - 2016		
ACKNOWLEDGEMENT STATE OF (A) SS COUNTY OF (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared (A) SS On this, the day of December (A) SS On this, the day of December (A) SS On this, the day of December (Vice President - Legal
ACKNOWLEDGEMENT STATE OF On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared when the limited liability company, and that it is she, being authorized to do so, executed the foregoing Second Amendment to Easement and Assignment Agreement for the purposes there contained. IN WITNESS WHEREOF, I hereunto set my hand and official seel. Notary Public, State of many country of Middlessee. Acting in the County of Middlessee.		
On this, the day of December, 2016, before me, the undersigned Notary Public personally appeared to the long of American Tower Asset Sub II, LLC, Delaware limited liability company, and that in she, being authorized to do so, executed the foregoing Second Amendment to Easement and Assignment Agreement for the purposes there contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal. Notary Public, State of Acting in the County of Middlessee.		Date: 12-29-2016
On this, the Control day of December, 2016, before me, the undersigned Notary Public personally appeared for the Country of Middleson of American Tower Asset Sub II, LLC, Delaware limited liability company, and that incisine, being authorized to do so, executed the foregoing Second Amendment to Easement and Assignment Agreement for the purposes there contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal. Notary Public, State of Many Country of Middleson Acting in the Country of Mid	ACKNO	DWLEDGEMENT
On this, the Control day of December, 2016, before me, the undersigned Notary Public personally appeared was a property of the personally appeared was a property of the personal personally appeared was a property of American Tower Asset Sub II, LLC, Delaware limited liability company, and that in she, being authorized to do so, executed the foregoing Second Amendment to Easement and Assignment Agreement for the purposes there contained. IN WITNESS WHEREOF, I hereunto set my hand and orticial seed. Notary Public, State of Mandalasses County of Middlesses Acting in the County of Middlesses	STATE OF MA	
more personally appeared to the property of American Tower Asset Sub II, LLC, Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Second Amendment to Easement and Assignment Agreement for the purposes there contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal. Notary Public, State of my County of Middlessee Acting in the County of Middlessee	COUNTY OF M: dalexe	
Delaware limited liability company, and that in she, being authorized to do so, executed the foregoing Second Amendment to Easement and Assignment Agreement for the purposes there contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal. Notary Public, State of Managery, County of Middlesses Acting in the County of Middlesses	On this, the Zot day of Decem's	er, 2016, before me, the undersigned Notary Public,
foregoing Second Amendment to Easement and Assignment Agreement for the purposes there contained. IN WITNESS WHEREOF, I hereunto set my hand and orticial sect. Notary Public, State of Management Agreement for the purposes there contained. County of Middlessee	to be the Une Prosident - Lec	of American Tower Asset Sub II, LLC, a
Notary Public, State of Middlessey. County of Middlesses Acting in the County of Middlesses		
Notary Public, State of ma, County of Midollars Acting in the County of Middlessey		
Notary Public, State of ma County of Midollary Acting in the County of Middlesep	IN WITNESS WHEREOF, I hereunto set m	ny hand and orticial seal.
Notary Public, State of ma County of Midollary Acting in the County of Middlesep		
Notary Public, State of ma County of Midollary Acting in the County of Middlesep		4
Notary Public, State of Manager County of Middleses Acting in the County of Middleses	Made a minda mar	
Acting in the County of Y radioses My Commission Expires:	Notary Public, State of 7779, Coun	nty of Midollary
113/23	Acting in the County of (Y) 1dd (05eg) My Commission Expires:	
NICOLE C. MONTGOMERY Notary Public	4197-0	NICOLE C. MONTGOMERY Notary Public



NICOLE C. MONTGOMERY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 13, 2023

1700522097 Page: 5 of 8

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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 Parce! Identification Number: 10-29-105-008-0000

1, 7720 L.

Of Cook County Clerk's Office Common Address: 7720 Lehigh Avenue, Niles, Illinois 60714

A-1

1700522097 Page: 6 of 8

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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 131.80 FEET; THENCE NORTHERLY AT AN ANGLE OF 90 DEGREES 01 MINUTES 55 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, 318.23 FEET; THENCE EASTERLY AT AN ANGLE OF 89 DEGREES 06 MINUTES 14 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, 137.84 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 157 DEGREES 47 MINUTES 54 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE, 33.99 FEET TO THE WESTERLY LINE OF LEHIGH AVENUE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF LEHIGH AVENUE, 24.00 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 90 DEGREES 0 MINUTES 00 SECONDS TO THE LIFF OF THE LAST DESCRIBED LINE, 38.70 FEET; THENCE WESTERLY AT AN ANGLE OF 157 DEGREES 47 MINUTES 54 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE 118.17 FEET, THENCE SOUTHERLY AT AN ANGLE OF 89 DEGREES 06 MINUTES 14 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE, 275.86 FEET; THENCE EASTERLY ALONG A LINE 18.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 88.11 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 26.81 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

1700522097 Page: 7 of 8

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EXHIBIT "C"

DEPICTION OF RELOCATED ACCESS EASEMENT

RECU RECORDER OF DEEDS

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