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1711815143

Doc# 1711815143 Fee \$60.25

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/28/2017 02:38 PM PG: 1 OF 11

**CONSENT,
NONDISTURBANCE AND
ATTORNMENT
AGREEMENT**

This document was prepared by:

Nicholas J. Winters, Esq.
DYKEMA GOSSETT PLLC
Suite 300
39577 Woodward Avenue
Bloomfield Hills, MI 48304

After recording return to:
ATTN: LISA [handwritten]
~~WHEN RECORDED RETURN TO~~
~~OLD REPUBLIC TITLE~~
ATTN: POST CLOSING (2)
~~530 SOUTH MAIN STREET~~
~~SUITE 1031~~

AKRON, OH 44311
OL 01-1608 2247

See Exhibit A for Legal Description, Common Address and P.I.N.s –
Above Space for Recorder's Use Only

CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is dated this 9th day of MARCH, 2017, by and between **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, with a notice address of c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Department, 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (hereinafter "Grantee"); **KOBB DEVELOPMENT GROUP**, an Illinois general partnership, with a notice address of 2619 Congress Street, Bellwood, Illinois 60104 (hereinafter "Grantor"); and **COMMUNITY BANK OF ELMHURST**, with a notice address of 330 West Butterfield Road, Elmhurst, Illinois 60126 (hereinafter "Lender").

RECITALS:

WHEREAS, NCWPCS MPL 20 – Year Sites Tower Holdings LLC, a Delaware limited liability company ("NCWPCS"), is in possession of certain property (the "Property") more specifically described on Exhibit A attached hereto, being a portion of Grantor's property more specifically described on Exhibit B attached hereto ("Grantor's Property"), pursuant to that certain Site Agreement No. 68 – Bellwood, Illinois, dated as of January 1, 1989, currently by and between NCWPCS, as tenant, and Grantor, as landlord (the "Lease Agreement") (hereinafter, the Lease Agreement, as the same may have been amended and/or assigned, is referred to as the "Lease");

S 4
P 11
S 11
M 11
SC 4
E 4
INT 2

11

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WHEREAS, Grantee is purchasing from Grantor an easement for a term of ninety-nine (99) years (“**Easement**”) over the Property and an assignment (the “**Assignment**”) of Grantor’s interest in the Lease;

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, notices of which were recorded on March 10, 2016 as **Document Numbers 1607008233 and 1607008234** and on May 18, 2016 as **Document Numbers 1613946146 and 1613946147** with the Cook County Recorder of Deeds; and

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 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 power 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.

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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 Lease. To the extent the Security Instrument in any way includes the Lease or any other lease related to communications towers, antennas, and related equipment on the Property (the Lease 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, 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.

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, subeasement 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.

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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.

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

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

GRANTEE:

CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company

By: _____

Print Name: Rick J Reed

Print Title: Land Acquisition Director

Date: 4/6/17

ACKNOWLEDGEMENT

STATE OF TEXAS)

) SS

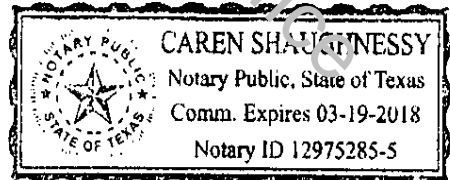
COUNTY OF HARRIS)

On this, the 6 day of April 2017, before me, the undersigned Notary Public, personally appeared Rick Reed, who acknowledged him/herself to be the Director 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.

Notary Public, State of Texas, County of Harris

My Commission Expires: 3-19-18



[SEAL REQUIRED]

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GRANTOR:

KOBB DEVELOPMENT GROUP,
an Illinois general partnership

By: Joseph E. Amstadt
Joseph E. Amstadt, individually
Its: General Partner

Date: 3/9/2017

By: Donna Jean A. Amstadt
Donna Jean A. Amstadt, as Trustee under the Donna Jean A. Amstadt
Declaration of Trust dated July 31, 1996
Its: General Partner

Date: 3/9/2017

ACKNOWLEDGEMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

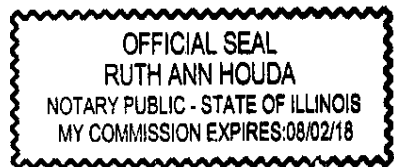
On this, the 9th day of March, 2017, before me, the undersigned Notary Public, personally appeared Joseph E. Amstadt, individually, and Donna Jean A. Amstadt, as Trustee under the Donna Jean A. Amstadt Declaration of Trust dated July 31, 1996, who acknowledged themselves to be the General Partners of Kobb Development Group, an Illinois general partnership, and that they, 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.

Ruth Ann Houda

Notary Public, State of Illinois, County of Cook.

My Commission Expires: 8-2-18



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LENDER:

COMMUNITY BANK OF ELMHURST

By:

Mark Martinello

Print Name:

MARK MARTINELLO

Print Title:

V.P.

Date:

3-13-17

ACKNOWLEDGEMENT

STATE OF Illinois)
) SS
COUNTY OF DuPage)

On this, the 13 day of March, 2017, before me, the undersigned Notary Public, personally appeared Mark Martinello, who acknowledged him/herself to be the VP of Community Bank of Elmhurst, and that he/she, being authorized to do so, executed the foregoing Consent, Nondisturbance and Attornment Agreement for the purposes therein contained.

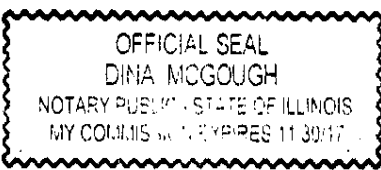
IN WITNESS WHEREOF, I hereunto set my hand and official seal

Dina McGough

Notary Public, State of Illinois, County of DuPage

My Commission Expires: 11/30/17

[SEAL REQUIRED]



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EXHIBIT "A"

(DESCRIPTION OF PROPERTY)

TOWER EASEMENT

THAT PART OF LOT 21 IN BLOCK 2 IN MARSH'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH 0°42'27" EAST ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 30.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 0°42'27" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF SAID LOT 21, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF CONGRESS STREET; THENCE SOUTH 90°00'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,200 SQUARE FEET (OR 0.028 ACRES), MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

SITE: BELLWOOD

BUN: 839923

TAX PARCEL ID #: 15-16-214-020, 15-16-214-021, 15-16-214-038

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NON-EXCLUSIVE ACCESS & UTILITY EASEMENT

A 20.00 FOOT WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT IN THAT PART OF LOTS 21 AND 22 IN BLOCK 2 IN MARSH'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID LOTS 21 AND 22, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF CONGRESS STREET, A DISTANCE OF 95.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°00'00" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 55.10 FEET TO THE POINT OF TERMINATION.

CONTAINING 1,502 SQUARE FEET (OR 0.034 ACRES), MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

SITE: BELLWOOD

BUN: 839923

TAX PARCEL ID #: 15-16-214-020, 15-16-214-021, 15-16-214-038

A-2

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STORAGE EASEMENT AREA & OPTION AREA

THAT PART OF LOT 21 IN BLOCK 2 IN MARSH'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH 0°42'27" EAST ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°42'27" EAST ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 0°42'27" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 90°00'00" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,500 SQUARE FEET (OR 0.057 ACRES), MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

SITE: BELLWOOD

BUN: 839923

TAX PARCEL ID #: 15-16-214-020, 15-16-214-021, 15-16-214-038

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EXHIBIT B

(Description of Grantor's Property)

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

Lots 21 and 22 and the West 78 feet of Lot 23, all in Block 2 Marsh's Subdivision of Southeast Quarter of the Northeast Quarter of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Tax Parcel Identification Numbers:

15-16-214-020-0000, 15-16-214-021-0000, and 15-16-214-038-0000

Common Address: 2619 Congress Street, Bellwood, Illinois 60104

Property of Cook County Clerk's Office

B-1

Site: BELLWOOD
BUN: 839923
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101460\002752