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Doc# 1712329096 Fee \$48.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/03/2017 02:32 PM PG: 1 OF 6

(Recorder's Use Above this Line)

Return to:

1025 W Addison Street Apartments Owner, LLC
c/o M&R Development, L.L.C.
One North Franklin Street, Suite 700
Chicago, Illinois 60606

Site # IL-6002

Site Name: Midway Holdings

Prior Recorded Easement References:

Document No.: 0706002169

Document No.: 1011215035

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT (this "**Release**") made effective as of the latter signature date hereof (the "**Effective Date**") by and between 1025 W Addison Street Apartments Owner, LLC, a Delaware limited liability company whose address is 1 N Franklin Street, Suite 700, Chicago, IL 60606 ("**Site Owner**"), and T8 Unison Site Management, LLC, a Delaware limited liability company with a place of business at c/o American Tower, 10 Presidential Way, Woburn MA 01801 ("**Ulysses**"). All references hereafter to Ulysses and Site Owner shall include their respective heirs, successors, personal representatives, lessees, licensees and assigned. (Ulysses and Site Owner, collectively, "**Parties**").

WHEREAS, Site Owner is the fee simple owner of real property located in the County of Cook, State of Illinois, having a street address of 3541 N. Clark Street, Chicago, Illinois 60657 as further described in Exhibit A attached hereto (the "**Property**");

WHEREAS, Site Owner's predecessor-in-interest, Midway Holdings, LLC ("**Midway**") and Ulysses' predecessor-in-interest, Unison Site Management, LLC, entered into that certain

1

Site #: IL-6002

Site Name: Midway Holdings

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Rooftop Easement and Assignment Agreement dated February 9, 2006 and recorded March 1, 2007 with the Cook County Recorder of Deeds as Document No. 0706002169, as amended by that certain First Amendment to Rooftop Easement and Assignment Agreement dated April 7, 2010 by and between Midway and Ulysses' predecessor-in-interest, Cell Tower Lease Acquisition, LLC, and recorded April 22, 2010 with the Cook county Recorder of Deeds as Document No. 1011215035 (the Rooftop Easement and Assignment Agreement and First Amendment to Rooftop Easement and Assignment Agreement, collectively, the "**Easement**"), which Easement granted Ulysses certain rights to own, operate, maintain, repair, replace, improve, access and supply utility services to a rooftop portion of a building previously located on the Property for the transmission and reception of wireless communication signals (the "**Site**");

WHEREAS, Midway subsequently conveyed its fee interest in the Property to Site Owner and assigned its rights and obligations as grantor under the Easement to Site Owner;

WHEREAS, to facilitate the redevelopment of the Property, the Parties now wish to jointly terminate the Easement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Termination of Easement.** As of the Effective Date, the Parties hereby fully and finally terminate, release and discharge the Easement and agree that neither Site Owner nor Ulysses shall have any right or obligation under the Easement from and after the Effective Date.
2. **Site Owner Statements.** Site Owner hereby represents and warrants to Ulysses that: (i) Site Owner is duly organized, validly existing, and in good standing in the jurisdiction in which Site Owner was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Site Owner has the full power and authority to enter into and perform its obligations under this Release, and the person(s) executing this Release on behalf of Site Owner, have the authority to enter into and deliver this Release on behalf of Site Owner; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Site Owner of this Release that has not been obtained; (iv) Site Owner is the sole owner of the Property. The representations and warranties of Site Owner made in this Section shall survive the execution and delivery of this Release.
3. **Ulysses Statements.** Ulysses hereby represents and warrants to Site Owner that: (i) Ulysses is duly organized, validly existing, and in good standing in the jurisdiction in which Ulysses was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in the jurisdictions in which such qualifications are required; (ii) Ulysses has the full power and authority to enter

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into and perform its obligations under this Release, and the person(s) executing this Release on behalf of Ulysses, have the authority to enter into and deliver this Release on behalf of Ulysses; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Ulysses of this Release that has not been obtained. The representations and warranties of Ulysses made in this Section shall survive the execution and delivery of this Release.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

COOK COUNTY
RECORDER OF DEEDS

Site #: IL-6002
Site Name: Midway Holdings

102022606V-2

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IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute and seal this Release as shown below.

SITE OWNER:

**1025 W ADDISON STREET APARTMENTS
OWNER, LLC**, a Delaware limited liability
company

By: 1025 W. Addison Street Apartments
Investors LLC, a Delaware limited liability
company, its sole member

By: Addison Park LLC, a Delaware limited
liability company, its manager

By: M&R Addison Park LLC, an Illinois
limited liability company, a member

By: *Anthony R. Rossi Sr.*
Print Name: Anthony R. Rossi Sr.
Title: Manager
Date: April 10, 2017

ACKNOWLEDGEMENT

State of Illinois

County of Cook

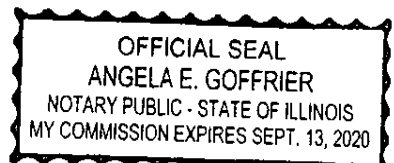
On this 10 day of April, 2017, before me, the undersigned Notary Public, personally appeared Anthony R. Rossi, Sr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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 *Angela E. Goffrier*
Print Name: ANGELA E. GOFFRIER
My commission expires: 9/13/20

[SEAL]

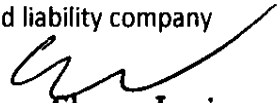
Site #: IL-6002
Site Name: Midway Holdings



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ULYSSES:

T8 Ulysses Site Management, LLC,
a Delaware limited liability company

Signature: 
Print Name: **Shawn Lanier**
Title: **Vice President - Legal**
Date: April 24, 2017

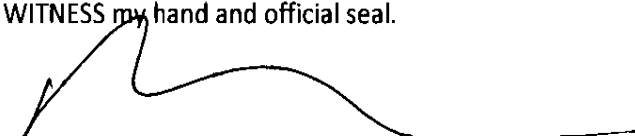

ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ^{24th} day of ~~March~~ ^{April}, 2017, before me, the undersigned Notary Public, personally appeared Shawn Lanier, 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
Print Name: **N. JEANETTE ROBINSON**
Notary Public
My commission expires  Commonwealth of Massachusetts
My Commission Expires
December 26, 2019

[SEAL]

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Legal Description

LOTS 8, 9, 10, 11 AND 12 (EXCEPT THAT PART LYING SOUTH OF A LINE 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 12) IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE SOUTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING NORTH OF THE NORTH LINE OF LOT 8, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27 AND EAST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE NORTH LINE OF LOT 8; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING NORTH OF THE NORTH LINE OF LOT 8, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 3535-3539 N. Carl Street, Chicago, IL 60657

PIN(S): 14-20-403-064-0000
14-20-403-065-0000

Prepared by:
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