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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/24/2017 11:13 AM Pg: 1 of 8

Prepared by and Return to:

Attorney John J. Sullivan, Land Management
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Site No: 303918
Site Name: Des Plaines, IL

(Recorder's Use Above this Line)

STATE OF ILLINOIS

Tax Parcel ID No: 09-30-100-063-0000

COUNTY OF COOK

INGRESS, EGRESS AND UTILITY EASEMENT AGREEMENT

This INGRESS, EGRESS AND UTILITY EASEMENT AGREEMENT (this "**Agreement**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **American Injection Molding, Inc.**, an Illinois corporation ("**Grantor**") and **American Tower Asset Sub II, LLC**, a Delaware limited liability company ("**Grantee**") (Grantor and Grantee being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Grantor is the owner of that certain real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Grantee owns, operates or otherwise manages a communications facility on land adjacent to the Parent Parcel (the "**Tower Parcel**"); and

WHEREAS, Grantor desires to convey to Grantee, and Grantee desires to accept from Grantor, an easement for ingress, egress and utilities in, on, over and through that portion of the Parent Parcel more particularly described on **Exhibit B** attached hereto and by this reference made a part hereof (the "**Easement Area**") for the scope and purposes set forth below.

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 hereby agree as follows:

Site No: 303918
Site Name: Des Plaines, IL

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1. **Easement.** 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, a non-exclusive easement (the "**Easement**") in, on, over and through the Easement Area for the purposes set forth herein and shall expressly include that portion of the Parent Parcel upon which any of Grantee's fixtures, structures, equipment or other personal property are located, if any, as of the Effective Date. Grantor hereby acknowledges and agrees that Grantee shall have the right, at Grantee's sole cost and expense, exercisable by Grantee at any time during the Term (as defined below), to replace, in whole or in part, the description(s) of the Easement Area set forth on **Exhibit B** with a legal description or legal descriptions based upon an as-built survey.
2. **Duration.** The duration of this Agreement and the Easement granted herein (the "**Term**") shall commence on the Effective Date and shall be in effect so long as the communications facility remains on the Tower Parcel unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easement herein, in which event this Agreement, the Easement, and all obligations of the Parties hereunder shall terminate upon Grantee's recordation of any such notice.
3. **Use of Easement Area.** The Easement shall 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**") (i) for pedestrian and vehicular (including, without limitation, trucks and other construction vehicles and equipment) ingress and egress to and from the Tower Parcel at all times during the Term on a seven (7) days a week, twenty-four (24) hours per day basis and (ii) to construct, reconstruct, add, install, improve, enlarge, operate, maintain, repair, and remove overhead and underground utilities, including, without limitation, electric, water, gas, sewer, telephone, fiber and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Easement Area in order to connect the same to utility lines and other related infrastructure and improvements located in a publicly dedicated right of way. Each of the Parties agrees to repair promptly any damage to the Easement Area caused by or resulting from the use of the Easement Area by it or its affiliates, customers, tenants, subtenants, lessees, licensees, and contractors, together with any of the employees, contractors, consultants, and/or agents of the foregoing. 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 interfere with, disturb, impede, limit, compromise, and/or diminish use of the Easement by Grantee or any of the other Permitted Parties as provided in this Agreement.
4. **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.
5. **Assignment.** Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent of Grantor, which assignment will be effective upon providing notice of such assignment or transfer to Grantor.
6. **Binding Effect.** The rights, covenants and agreement contained herein shall run with the land and shall bind and benefit the Parties hereto and their respective transferees, successors, assigns and any person claiming

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by, through or under either party to this Agreement.

7. **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 or Commonwealth in which the Parent Parcel is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. 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. 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.
8. **Execution in 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.
9. **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:

<p>To Grantee:</p> <p>American Tower Asset Sub, II c/o American Tower 10 Presidential Way Woburn, MA 01801</p>	<p>To Grantor:</p> <p>American Injection Molding, Inc. 85 Bradrock Drive Des Plaines, IL 60018</p>
<p>With copy to:</p> <p>American Tower Asset Sub, II c/o American Tower 116 Huntington Avenue Boston, MA 02116 Attn: Legal Department</p>	

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.

[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:

WITNESSES:

American Injection Molding, Inc.,
an Illinois corporation

Signature: Helmut Mueller
By: Helmut Mueller
Its: Pres
Date: 5-3-16

Signature: Kelly J. O'Keefe
Print Name: KELLY J. O'KEEFE

Signature: [Signature]
Print Name: Daniel White

Acknowledgment

GRANTOR

State/Commonwealth of ILLINOIS
County of DUPAGE) ss:

On this the 3 day of MAY 2016, before me, the undersigned Notary Public, personally appeared HELMUT MUELLER, 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: Karen Kohn
Notary Public
My Commission Expires: 5-16-17



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GRANTOR:

WITNESSES:

American Injection Molding, Inc.,
an Illinois corporation

Signature: *Helmut Mueller*
By: Helmut Mueller
Its: Pres.
Date: 5-3-16

Signature: *Kelly O'Keefe*
Print Name: Kelly J. O'KEEFE

Signature: *DJ*
Print Name: Daniel White

Property of COOK COUNTY Clerk's Office

Acknowledgment

GRANTOR

State/Commonwealth of ILLINOIS)
County of DUPAGE) ss:)

On this the 3 day of MAY 2016, before me, the undersigned Notary Public, personally appeared HELMUT MUELLER, 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: *Karen Kohn*
Notary Public
My Commission Expires: 5-16-17



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GRANTEE:

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

Signature: 
By: **Shawn Lanier**
Its: **Vice President - Legal**
Date: **12-13-2016**

WITNESSES:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Property of Cook County Clerks Office

Acknowledgement

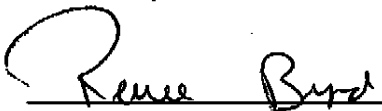
GRANTEE

Commonwealth of Massachusetts

County of Middlesex

On this the 13th day of December, 2016 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
My Commission Expires: 4/27/2023



RENEE BYRD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 27, 2023

{Seal}

Attachments:

- Exhibit "A" – Parent Parcel
- Exhibit "B" – Easement Area

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EXHIBIT A

PARENT PARCEL

Grantee shall have the right to replace this Exhibit A with a description obtained from the vesting deed (or deeds) into Grantor that include the land area encompassed by the Easement Area

The Parent Parcel consists of the entire legal taxable lot owned by Grantor as described in a deed (or deeds) to Grantor of which the Easement Area is a part thereof with such Parent Parcel being described below:

The East 115 Feet of Lot 10 and the West 50 Feet of Lot 9 in Anderson-Miller Des Plaines Industrial Park Unit 3, being a Resubdivision in the West 1/2 of the Northeast 1/4 of Section 30, Township 41 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded December 9, 1964 as Document 19329369, except that part bounded and Described as follows:

Commencing at the intersection of the West line of the East 115.00 Feet of said Lot 10 with the South Line of said Lot 10; Thence North 00 Degrees, 00 minutes, 00 seconds East, being an assumed bearing on the West line of the East 115.0 Feet of said Lot 10, a distance of 10.00 Feet; thence South 89 Degrees, 58 Minutes, 25 Seconds East, a Distance of 5.00 Feet to the Point of Beginning; Thence North 00 Degrees, 00 Minutes, 00 Seconds East, a Distance of 35 Feet; Thence South 89 Degrees, 58 minutes, 25 seconds East, a Distance of 60 Feet; Thence South 00 Degrees 00 minutes, 00 Seconds West, a Distance of 35.0 Feet; Thence North 89 Degrees, 58 Minutes, 25 Seconds West, a Distance of 60 Feet to the Point of Beginning, all in Cook County, Illinois.

Subject to, provided the same do not materially interfere with Purchaser's use and enjoyment of the Property:

Covenants, conditions and restrictions of record;

All public easements, Cellular One easements and utility easements of record and visible roads and highways.

Party wall rights and agreements, if any;

Existing Easements and tenancies (as listed in Schedule A of the Real Estate Contract);

Special taxes or assessments for improvements not yet completed;

Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed;

Trust Deed recorded on the date hereof;

General taxes for the year 1996 and subsequent years including taxes which may accrue by reason of new or additional improvements.

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EXHIBIT B

EASEMENT AREA

Grantee shall have the right to replace this Exhibit B descriptions and/or depictions from an as-built survey conducted by Grantee, at Grantee's sole cost and expense, that depict and/or describe the Easement Area

The Easement Area consists of that portion of the Parent Parcel utilized by Grantee or the Permitted Parties for ingress, egress and utility purposes from the Tower Parcel to a public right of way including but not limited to:

That part of Lot 10 in Anderson-Miller Des Plaines Industrial Park Unit 3, being a Resubdivision in the West 1/2 of the Northeast 1/4 of Section 30, Township 41 North Range 12 East of the Third Principal Meridian, described as: Commencing at the intersection of the West line of the East 115.00 feet of said Lot 10 with the South line of said Lot 10; thence North 00°00'00" East 45.00 feet along the West line of the east 115.00 feet of said Lot 10; thence South 89°58'25" East 25.00 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 00°00'00" East 255.00 feet; thence South 89°57'47" East 15.00 feet; thence South 00°00'00" West 255.00 feet; thence North 89°58'25" West 15.00 feet to the place of beginning. Contains 3,825 square feet, more or less.

Property of Cook County Clerk's Office

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