Doc#. 1931055055 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 11/06/2019 10:18 AM Pg: 1 of 15

GRANT OF LIMITED EASEMENT
COOK COUNTY

Prepared By, and after Recording, return to:

Donald A. Shindler Clark Hill PLC 130 E. Randolph Street Suite 3900 Chicago, IL 52501

FOR RECORDER'S USE ONLY- Do Not Write In The Above Area

GRANT OF LIMITED EASEMENT

This GRANT OF LIMITED EASEMENT (this "Agreement") is made as of the day of _______, 2019 (the "Effective Date") by and among LARIBA GROUP, LLC, an Illinois limited liability company ("Owner"), and STC TWO LLC, a Delaware limited liability company, by and through its attorney-in-act GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("STC"), and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its attorney-in-fact CCTMO LLC, a Delaware limited liability company ("TMO"), and MW CLIL REIT 1, LLC, a Delaware limited liability company ("MW").

RECITALS

The following recitals of fact are a material part of this instrument:

A. Owner is the owner of a tract of land described as follows and hereafter referred to as the "Easement Premises":

SEE EXHIBIT A ATTACHED HERETO.

- B. A depiction of the Easement Premises is attached hereto as Exhibit B for reference.
- C. TMO is the tenant of certain property described on <u>Exhibit C</u> (the "TMO Premises") to be accessed and served by and across the Easement Premises.
- D. STC is the tenant of certain property described on Exhibit D (the "STC Premises") to be accessed and served by and across the Easement Premises.

- E. MW is the tenant of certain property described on <u>Exhibit E</u> (the "MW Premises") to be accessed and served by and across the Easement Premises.
- F. Owner wishes to grant, and TMO, STC and MW (each a "Tenant") wish to receive, a non-exclusive easement over, under and across the Easement Premises for the purposes of access and utilities, and for ingress and egress to and from, the TMO Premises, the STC Premises, the MW Premises (collectively, the "Leased Areas"), and the public roadway depicted on Exhibit B, strictly in accordance with the conditions hereinafter set forth and subject to termination as provided herein.

GRANT OF LIMITED EASEMENT

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the eccipit and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions, are made by and between the parties:

- 1. GRANT C. EASEMENT. Owner hereby grants to each Tenant, a non-exclusive easement running with the land for the time frame established herein for ingress and egress, and for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes (the "Easement") over, under, and across the Easement Premises for each Tenant's use in obtaining ingress, egress and utilities to and from the Leased Areas and the public roadway depicted on Exhibit B, at all times subject to the restrictions set forth in Paragraph 3 below.
- 2. NON-EXCLUSIVE USE OF EASEMENT PREMISES. Each Tenant acknowledges that exclusive use of the Easement Premises is not hereby granted. The right to use the Easement Premises for ingress, egress and utilities is expressly reserved for each Tenant, their lessees, invitees, licensees, agents, contractors, legal representatives, successors and assigns on a non-exclusive basis. Each Tenant further expressly acknowledges and agrees that neither the grant of the Easement by the Owner to such Tenant, nor anything contained in this Agreement, shall be deemed to limit subdivision or use of the Owner's property by the Tenants, and their legal representatives, successors and assigns, or to use the Easement Premises to access thereto by the Owner and their legal representatives, successors and assigns to the extent such uses do not interfere with each Tenant's use of the Easement.
- 3. RESTRICTED USE. All parties agree that the Easement granted herein is only for the limited purpose of each Tenant's ability to access the Leased Areas with equipment, machinery and implements, and for pedestrian and vehicular access and utilities to and from Torrence Avenue, in connection with each Tenant's cell tower and wireless communications facility operations and for any other use permitted under each Tenant's lease (collectively, the "Permitted Use"). The Easement may not be used for any purposes other than for the Permitted Use. The parties expressly acknowledge and agree that notwithstanding anything to the contrary contained in this Agreement, the Easement shall automatically terminate upon the first to occur of the following: (a) all of the Leased Areas are no longer used for cell tower and wireless communications facility operations and for any other use permitted under each Tenant's lease for a period of three (3) consecutive years; or (b) the date upon which no Tenant has a continuing leasehold interest in any of the Leased Areas (each of the foregoing being a "Termination Event"); provided, however, each Tenant shall be permitted to transfer or bequest its interest in the

Easement Premises hereby granted to any successor or assign which also is a successor or assign of such Tenant's interests in its lease (in such event, a "Permitted Transfer"), and such Permitted Transfer expressly shall not be deemed a Termination Event. Immediately upon the occurrence of a Termination Event, the Easement shall automatically terminate and shall be null and void and of no further force and effect. Notwithstanding anything to the contrary herein, no Termination Event shall be deemed to have occurred if any Tenant maintains a valid leasehold interest in any of the Leased Areas regardless of whether or not such leasehold interest derives from any existing lease, a new lease or any extension, modification or amendment thereof.

- 4. ACCESS POINT. Each Tenant's entry point onto the Easement Premises shall only be where the Easement Premises connects to Torrence Avenue as reflected on the attached Exhibits.
- 5. DAMAGE. All parties agree to exercise reasonable care in the use of the Easement Premises to as not to cause more than normal wear and tear on the road. Any damage caused by a Tenant or its employees, invitees, agents, contractors or sub-contractors to the Easement Premises by their machinery or vehicles, beyond normal wear and tear, promptly shall be repaired and restored to its condition immediately prior to the damage by such Tenant at such Tenant's sole cost and expense. If a Tenant fails to promptly (within thirty (30) days of written notice of such damage) repair such damage, Owner may do so on behalf of such Tenant and present such Tenant with a bill for such costs (with back-up documentation), to be paid within thirty (30) days of receipt of such bill.
- 6. MAINTENANCE. Owner agree: to keep the Easement Premises in good repair and to be responsible for regular maintenance of the roudway and to promptly repair the roadway if the road surface becomes deteriorated or damaged, except in the event of damage caused by a Tenant, in which case such Tenant shall be responsible for such repairs as provided in Paragraph 5 above.
- 7. INDEMNIFICATION. Each party shall indemnify end defend the other parties against, and hold the other parties harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Premises by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of anoner party, its employees, contractors, servants or agents.
- 8. REMOVAL OF OBSTRUCTIONS. Each Tenant has the right to reason for remove obstructions from the Easement Premises, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to each Tenant's use of the Easement Premises. Each Tenant shall dispose of any materials removed.
- 9. RUNNING OF BENEFITS AND BURDENS. All provisions of this instrument, including the benefits and burdens, run with the land and are binding on and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the parties.

- 10. TERMINATION/RELEASE OF EASEMENT. As set forth in Paragraph 3 above, upon the occurrence of a Termination Event, the Easement shall automatically terminate, and shall be null and void and of no further force and effect.
- EASEMENT RELOCATION. Owner shall have the right, upon one hundred eighty (180) days' written notice to each Tenant, to relocate the access easement, in its discretion, provided that: (a) each Tenant has uninterrupted vehicular and pedestrian access to the Leased Areas; (b) the relocation does not interfere with each Tenant's access to the Leased Areas nor shall such relocation in any way interfere with or impair each Tenant's utility easement(s) on the Owner's property; (c) Owner pays all costs and expenses associated with the relocation of the access easement; (d) there are no conditions, restrictions, encumbrances, easements, or third party interests that could result in reduction or termination of each Tenant's access over the new access easement; (e) Owner provides each Tenant with a legal description and recordable documentation granting the new access to each Tenant at least one hundred eighty (180) days prior to the relocation of the new access easement; (f) the condition of the new access easement shall be equivalent to or better than the former access easement subject to each Tenant's approval not to be unreasonably withheld; and (g) each Tenant must reasonably agree to the relocation of the new access easement. Furthermore, ac a Tenant's utility easement(s) shall not be relocated unless the utility provider agrees to the proposed relocation, and all other conditions set forth above are satisfied with respect to the relocation of the utility easement,
- 12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this instrument by signing any such counterpart.
- 13. ENTIRE AGREEMENT. Owner and each Tenant agree that this Agreement contains all of the agreements, promises and understandings between Owner and each Tenant. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- 14. CONSTRUCTION OF DOCUMENT. Owner and each Tenant acknowledge that this document shall not be construed against the drafter by virtue of said party being the drafter.
- 15. APPLICABLE LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easternet Premises is located.
- 16. NOTICES. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the addresses contained herein. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

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If to Owner:

Lariba Group, LLC 9224 S. Oketo Avenue Bridgeview, IL 60455

If to Tenant:

c/o Crown Castle USA Inc. General Counsel Attn: Legal – Real Estate Dept. 2000 Corporate Drive Canonsburg, PA 15317

17. PARTAL INVALIDITY. If any term of this Agreement is found to be void or invalid, then such invalidit, shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

[Signature pages follow]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the Effective Date.

OWNER:

LARIBA GROUP, LLC, an Illinois limited liability company

Pari

Jame: TAWFI

Title: Mana

STATE OF ILLINOIS

COUNTY OF COOK

SS (

COUNTY OF COOK

On this, the <u>30</u> day of <u>Ougust</u>, 2019, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared <u>TAWFIK TAWI</u> who acknowledged him/herself to be the _______ of LARIBA GROUP, LLC, an Illinois limited liability company, and that that he/she, being authorized to do so, executed the foregoing Grant of Limited Easement for the purposes therein contained.

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

Notary Public

OFFICIAL SEAL
CAROLYN HOLLAND
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/01/2021

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TMO:

T-MOBILE USA TOWER LLC,

a Delaware limited liability company, by and through its attorney-in-fact CCTMO LLC, a Delaware limited liability company

By: Matthew Norwood

Senior Transaction Manager
Title:

STATE OF TOUNTY OF HALLS

On this, the Qu day of August 2019, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Matthew Norwood, who acknowledged him/herself to be the enior Transaction Manager M. BILE USA TOWER LLC, a Delaware limited liability company, by and through its attorney-in fact CCTMO LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Grant of Limited Easement for the purposes therein contained.

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



Notary Public

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STC:

STC TWO LLC,

a Delaware limited liability company, by and through its attorney-in-fact Global Signal Acquisitions II LLC, a Delaware limited liability company

Ву:	M
Name:	Matthew Norwood
	Senior Transaction Manager
Title:	

STATE OF TEXAS SS
COUNTY OF HAN

On this, the do day of Aurily, 2015, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Matthew Norwood, who acknowledged him/herself to be the Senior Transaction Manager of STC TWO LLC, a Delaware limited liability company, by and through its attorney-in-fact Global Signal Acquisitions II LLC, a Delaware limited liability company, and that he/she, being exhorized to do so, executed the foregoing Grant of Limited Easement for the purposes therein contained.

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



Notary Public

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MW:

MW CELL REIT 1, LLC, a Delaware limited liability company

·y.____

Name: Lon Lopez

Sr. REA Transaction Manager

Title:_

STATE OF TOYUND SS COUNTY OF THUTU SS

On this, the day of day of 2019, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared <u>Matthew Norwood</u> who acknowledged him/herself to be the <u>Senior Transaction Manager</u> of MW CELL REIT 1, LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Grant of Limited Easement for the purposes therein contained.

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



Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT PREMISES

THE NORTH 12.00 FEET OF THE WEST 120.00 FEET OF LOT 14, THE EAST 12.00 FEET OF THE WEST 132.00 FEET OF LOTS 13, 14, 15, 16 AND 17, THE NORTH 12.00 FEET OF LOT 15 (EXCEPT THE WEST 132.00 FEET THEREOF), AND THAT PART OF THE VACATED ALLEY LYING EAST OF AND ADJOINING LOTS 13, 14, 15, 16, 17, 18 AND 19 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 13 AND THE EAST LINE OF THE AFORESAID VACATED ALLEY; THENCE SOUTH ALONG SAID EAST LINE, 175.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 19; THENCE WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 19 TO A LINE 12.00 WEST OF AND PARALLEL TO THE EAST LINE OF SAID VACATED ALLEY, 12.00 FEET; THENCE NORTH ALONG SAID TIME 12.00 WEST OF AND PARALLEL TO THE EAST LINE OF THE SAID VACATED ALLEY TO THE SOUTH LINE OF THE NORTH 12.00 FEET OF SAID LOT 15, 113.00 FEET; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 12.00 FEET OF SAID LOT 15 TO THE WEST LINE OF SAID VACATED ALLEY, 8.00 FEET; THENCE NORTH ALONG SAID WEST LINE OF SAID VACATED ALLEY TO THE NORTH LINE OF SAID LOT 15, 12.00 FEET; THENCE EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 15 TO A LINE 12.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID VACATED ALLEY, 8.00 FEET; THENCE NORTH ALONG SAID LINE 12.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID VACATED ALLEY TO THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 13, 50.00 FEET; THENCE EAST ALONG SAID NORTH LINE OF SAID LOT 13, 12.00 FEET TO THE POINT OF BEGINNING, ALL IN BLOCK 32 IN NOTRE DAME ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH 3/4 OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

Formerly Part of Tax Parcel ID Nos.: 26-07-303-016, 26-07-303-017 and 26-07-303-025 Office

Common Address: S. Torrence Avenue, Chicago, Illinois 60617

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EXHIBIT B

EASEMENT PREMISES DEPICTION

(see attached)

Property or Cook County Clerk's Office

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STREET

ALEY

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103rd

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9

R.H. GRANATH SURVEYING SERVICE,P.C. PH: (708) 371–4478 FAX (708) 371–3922

PLAT OF SURVEY

EAST

R.H.GRANATH SURVEYING SERVICE,P.C. 6006 W. 159th. STREET OAK FOREST, W.60452



PARCEL 2: LOTS IS, IC, AND IT (EXCEPT THE NEST 132.60 FEET OF \$100 LOTS 8 AND IF (EXCEPT THE NEST 132.00 FEET OF \$100 LOTS IS AND 16) AND THE 8 AST AND ANOMERO SAIL OFF IS, IC, IT, IF, IF AND 16 IF AND 16 IF AND BOACO, A SUBCASSOR OF THE SOUTH \$74 OF PRACTICAL SECTION TO TOWNS 354T OF THE THOSE PROSECTA, REPORTING SOUTH OF THE PRINCIPLE OF SUBCAST IN



STATE OF KLINOIS)
COUNTY OF GOOK)

PACIFIC RAILROAD TORRENCE 상 ROCK ISLAND AREA OF EASEMENT SOUTH EAST LINE OF THE 18 20 21 22 **EAST** 104th STREET UPOATED FROM HOYELBERT 12, 2002 ISSUANCE NOTE: COLL SITE ARE SHOWN PER CLICAT DESCRIPTION OF PERCENC SHOWN PER CLICATE DESCRIPTION OF PERCENCE SHOWN PER CLICATED NO.

R.H.GRANATH SURVEYING SERVICE
BAYE DECEMBER 19, 2018 | DRAWN OF THE STREET ON THE STREET OF THE STREET LOSS TO TO 21, BLOCK 32, TORRENCE AVE.
LOSS TO TO 21, BLOCK 32, TORRENCE AVE.
COURTY TALK! CUENT TIM TAWIL

STEVEN R. GRAHATH LP.L.S. No. 3189

VALUE ONLY IF EMBOSSED SEAL IS AFFIXED

COMPARE ALL DIVERSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE REFER TO DEED OR TITLE POLICY FOR BUILDING LINES OR EASEMENTS

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EXHIBIT C

TMO PREMISES

Lots 15, 16 & 17 (except the West 132.00 feet of said Lots 15, 16 and 17) and the 20 feet vacated alley lying East and adjoining said Lots 15, 16 and 17 in Block 32 in Notre Dame Addition to South Chicago, a subdivision of the South 3/4 of fractional Section 7, Township 37 North, Range 15, East of the Third Principal Meridian, South of the Indian Boundary Line, in Cook County, Illinois, as shown on the Plat of Survey by R. H. Granath Surveying Service, dated December 19, DODE TO OF COOK COUNTY CLERK'S OFFICE 2018, DWGNO. 0018-10-012. Containing 4,575 square feet, more or less.

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EXHIBIT D

STC PREMISES

Lots 18 & 19 (except the West 143.00 feet of said Lots 18 and 19) and the 20 feet vacated alley lying East and adjoining said Lots 18 and 19 in Block 32 in Notre Dame Addition to South Chicago, a subdivision of the South 3/4 of fractional Section 7, Township 37 North, Range 15, East of the Third Principal Meridian, South of the Indian Boundary Line, in Cook County, Illinois, as shown on the Plat of Survey by R. H. Granath Surveying Service, dated December 19, 2018, Party Of Cook County Clark's Office DWG NO. 0018-10-012. Containing 2,500 square feet, more or less.

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EXHIBIT E

MW PREMISES

A three thousand seven hundred fifty (3,750) square foot tract situated in Cook County, Illinois, being located on a portion of the following described land:

Lots 12, 13 & 14 and the 20 feet vacated alley lying East and adjoining said Lots 12, 13 and 14 in Block 32 in Notre Dame Addition to South Chicago, a subdivision of the South 3/4 of fractional Section 7, Township 37 North, Range 15, East of the Third Principal Meridian, South of the e, in lated De. Indian Boundary Line, in Cook County, Illinois, as shown on the Plat of Survey by R. H. Granath Surveying Service, dated December 19, 2018, DWG NO. 0018-10-012.