



Doc# 2018857001 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/06/2020 11:29 AM PG: 1 OF 16

When recorded, return to:

Barry R. Katz
Saul Ewing Arnstein & Lehr LLP
161 North Clark, Suite 4200
Chicago, IL 60601

GRANT OF PERPETUAL EASEMENTS AND DECLARATION OF RESTRICTIONS

THIS GRANT OF PERPETUAL EASEMENTS AND DECLARATION OF RESTRICTIONS ("Grant of Easement Agreement") is made as of the 10th day of June, 2020 by Mar Express, Inc. ("Grantor"), in favor of Image Media Advertising Incorporated, an Illinois corporation ("Grantee").

Grantor owns that certain real estate located in Broadview, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Real Estate").

Grantee wishes to acquire certain easements over, under, upon and across the Real Estate, which easements will run with the land, and requires certain restrictions on the use of the Real Estate, which easements will run with the land, and requires certain restrictions on the use of the Real Estate in order to protect the value of said easements.

Grantor is willing to grant such easements to Grantee and to accept and impose such restrictions on the use of the Real Estate in connection with the grant of the easements.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sign Easement.

Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, exclusive easement (the "Sign Easement") for the construction, maintenance, repair, dismantling, replacement, alteration, improvement, operation, illumination and use of an outdoor advertising sign structure and appurtenances and related property and equipment (the "Billboard") over, under, upon and across that portion of the Real Estate legally described and depicted on Exhibit B attached hereto and made a part hereof (the "Sign Easement Area"). The Billboard shall have two (2) advertising sign faces that are visible to Eisenhower Expressway Traffic. The overall height of the Billboard shall be approximately 115 feet. The two (2) faces may be built as or converted from time to time to static displays or digital type changing message displays, similar to other digital units along Chicago area expressways.

2. Access Easement.

Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, non-exclusive easement for vehicular and pedestrian ingress to and egress from the Sign Easement Area (the "Access Easement") over, under, upon and across that portion of the Real Estate legally described and depicted on Exhibit C attached hereto and made a part hereof (the "Access Easement Area").

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3. Utility Easement.

Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, non-exclusive easement for the installation, maintenance, repair, replacement and provision of utilities to service the Sign Easement Area (the "Utility Easement") over, under, upon and across that portion of the Real Estate legally described and depicted on Exhibit D attached hereto and made a part hereof (the "Utility Easement Area"). Grantee may allow a public utility to use the Utility Easement and Utility Easement Area to the same extent as Grantee.

4. Visibility and Advertising Restrictions. Grantor hereby imposes the following restrictions with respect to the Real Estate: |

It is the essence of this Grant of Perpetual Easements and Declaration of Restrictions that Grantor will not, under penalty of damages and or injunctive relief, do or permit others to do the following: (i) use, rent or lease any part of the Real Estate and adjacent property (owned or controlled by Grantor), for the erection or maintenance of advertising signs or other advertising matter on the Real Estate and adjacent property (owned or controlled by Grantor), without in each instance obtaining Grantee's prior written approval; or (ii) make any plantings or improvements whatsoever on the Real Estate and adjacent property (owned or controlled by Grantor) which would obstruct, partially or entirely, the view of or lessen the advertising value of the Sign Easement or any sign structures constructed or to be constructed thereon. Grantee in its sole and absolute discretion is authorized to fully or partially remove or trim any such offending signs, structures, plantings or improvements, at the cost and expense of such Grantor; and in the event that Grantee does remove or trim any such obstruction, then Grantor shall pay to Grantee, and Grantee shall have a lien upon the Real Estate to secure the payment of, said costs and expenses, together with interest thereon at the rate of nine percent (9%) per annum until paid in full, and the costs of collection, including reasonable attorney's fees. Such lien may be enforced in the same manner as a mechanic's lien.

5. Relocation.

Grantee may relocate the Billboard within the Sign Easement Area as necessary to accomplish the purposes of this Grant of Perpetual Easements and Declaration of Restrictions with Grantor's consent, which consent shall not be unreasonably withheld.

6. Additional Terms.

(a) Notwithstanding anything to the contrary herein, all provisions of this Grant of Perpetual Easements and Declaration of Restrictions shall run with the land and are binding upon and shall inure to the benefit of the heirs, legal representatives, assigns, successors, and tenants of Grantee and Grantor.

(b) Grantor shall be responsible for the payment of all ad valorem taxes and mechanic's or materialman's liens assessed against the Real Estate. Grantee shall be responsible for the payment of all taxes separately assessed against the easements and the Billboard structure(s), and any licenses, fees, permits and similar charges which may be lawfully imposed upon Grantee for the use or operation of the Easements. If either Grantee or Grantor fails to pay the taxes or assessments for which it is responsible, the other party

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shall have the right, but not the obligation, to pay such taxes and/or assessments on behalf of the party responsible for such payments and to be reimbursed therefor on demand.

(c) If any portion of the easements granted herein, or the portion of the Real Estate immediately surrounding the area upon the Billboard is located, is the subject of an offer of acquisition, is acquired, is taken or is threatened to be taken by condemnation or eminent domain or conveyance in lieu thereof, or a certificate of convenience or necessity is issued by a governmental or quasi-governmental entity or a private party in conjunction with a governmental or quasi-governmental entity, then Grantee shall be entitled to seek compensation from such entity or party, for the value of its total interest in and to the easements and under this Grant of Perpetual Easements and Declaration of Restrictions, including the revenues to earned by Grantee from the easements and the value of its property situated on the easements, and the Grantor shall be entitled to seek compensation from such entity or party for the value of its interest in and to the Real Estate.

(d) Grantee shall have the right to assign or transfer in whole or in part, and subject to this Grant of Perpetual Easements and Declaration of Restrictions, every feature of Grantee's rights and obligations hereunder and to the easements.

(e) This Grant of Perpetual Easements and Declaration of Restrictions shall be governed exclusively by the provisions hereof and by the laws of the State of Illinois.

(f) If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) If any legal action or proceedings arising out of or relating to this Grant of Perpetual Easements and Declaration of Restrictions is brought by either party hereto, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs and other expenses incurred in the action or proceeding by the prevailing party.

(h) Except for the Third Addendum to Lease Agreement by and between Grantor and Grantee dated as of January 22, 2013 ("Third Addendum"), this Grant of Perpetual Easements and Declaration of Restrictions constitutes the entire agreement between Grantor and Grantee relating to the easement described herein, and any prior agreement, promises, negotiations, or representations not expressly set forth in this Grant of Perpetual Easements and Declaration of Restrictions are of no force and effect. Any amendment to this Grant of Perpetual Easements and Declaration of Restrictions shall be of no force and effect unless it is in writing and signed by the Grantor and Grantee. In the event of a conflict between this Grant of Easement Agreement and the Third Addendum, the provisions of this Third Addendum shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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In Witness Whereof, this Grant of Perpetual Easements and Declaration of Restrictions has been executed as of this 10th day of June, 2020

GRANTOR:

MART EXPRESS, INC.

By: Nusrat H. Choudhri
Nusrat H. Choudhri
Its: President

GRANTEE:

IMAGE MEDIA ADVERTISING INCORPORATED,
an Illinois corporation

By: Michael E. Scheid
Michael E. Scheid
Its: President

Property of Cook County Clerk's Office

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In Witness Whereof, this Grant of Perpetual Easements and Declaration of Restrictions has been executed as of this 12 day of June, 2020

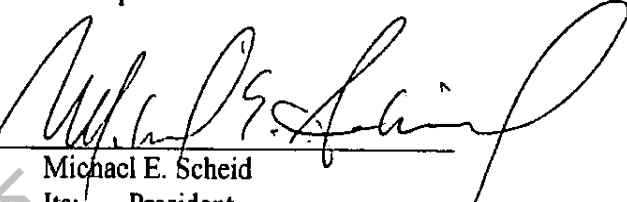
GRANTOR:

MART EXPRESS, INC.

By: _____
Nusrat H. Choudhri
Its: President

GRANTEE:

IMAGE MEDIA ADVERTISING INCORPORATED,
an Illinois corporation

By:  _____
Michael E. Scheid
Its: President

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Acknowledgments

State of Illinois)
) SS
 County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nusrat H. Choudhri, personally known to me to be the President of Mart Express, Inc., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument in his said capacity and as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of June, 2020.

Michael A. Yashar
 Notary Public

My Commission Expires Nov. 28, 2022



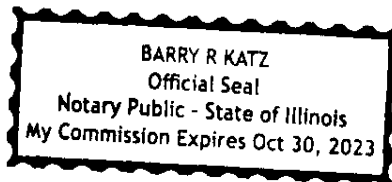
State of Illinois)
) SS
 County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael E. Scheid, personally known to me to be the President of Image Media Advertising Incorporated, an Illinois corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument in his said capacity and as his/her free and voluntary act, for the use and purposes therein set forth.

Given under my hand and official seal, this 12 day of June, 2020.

Barry R. Katz
 Notary Public

My Commission Expires _____, 20__.



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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 16 THROUGH 20, ALL INCLUSIVE, IN BLOCK 4 OF WESTERN ADDITION, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Id No.: 15-15-400-017-000

Property Address: 1811 South 17th Avenue, Broadview, IL

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EXHIBIT B

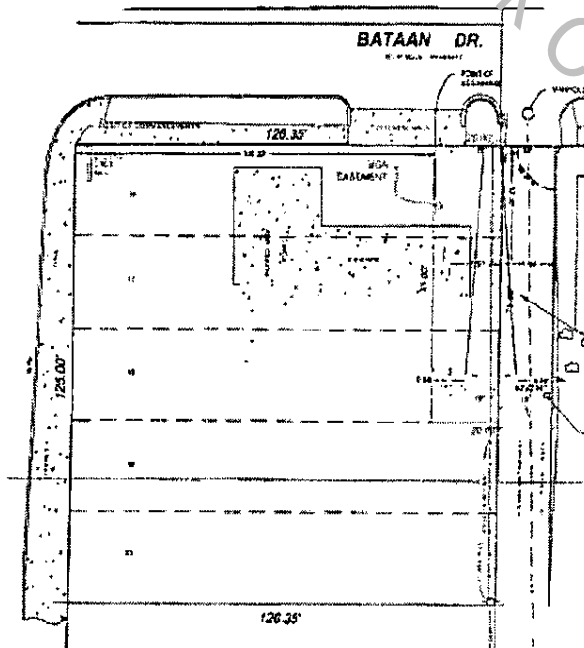
LEGAL DESCRIPTION AND SURVEY OF SIGN EASEMENT AREA

Sign Description Sign support pipe shall be located approximately 32' feet south of the Northeast corner of property. Sign support column shall extend west approximately 3' feet into property. Sign foundation shall extend west approximately 4' feet into property. The remaining sign components shall be approximately 100' feet above grade. Sign easement includes air rights above ground approximately 20 feet east and west and 75 feet north and south.

SIGN EASEMENT AREA LEGAL DESCRIPTION:

THAT PART OF LOTS 16 THROUGH 18, ALL INCLUSIVE, IN BLOCK 4 OF WESTERN ADDITION, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 16, 106.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID NORTH LINE, 20.00 FEET TO THE EAST LINE OF SAID LOT 16; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 16, 75.00 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 16, 20.00 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT 16, 75.00 FEET TO THE POINT OF BEGINNING.



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EXHIBIT C

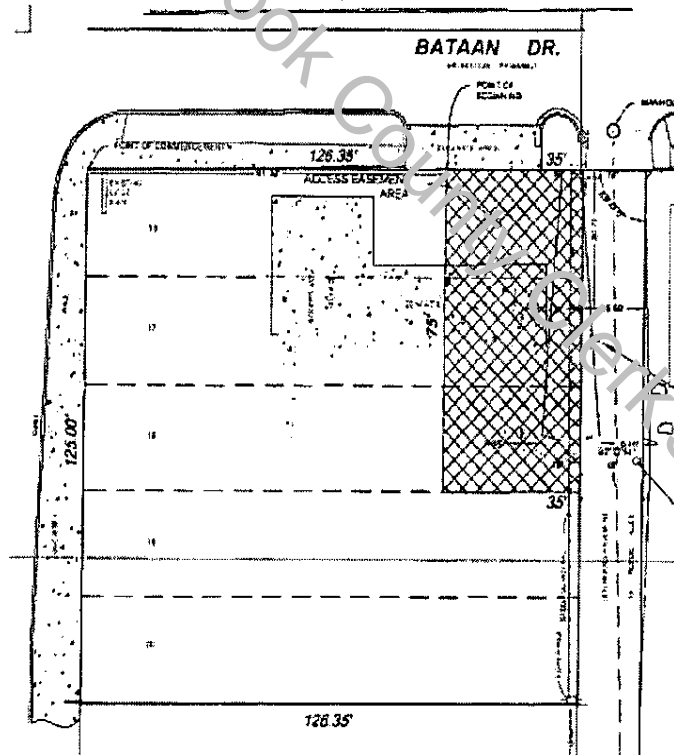
LEGAL DESCRIPTION AND SURVEY OF ACCESS EASEMENT AREA

Access Description After sign is constructed, access to sign site will be required from time to time for maintenance and repair. Sign company will use best efforts to coordinate needed access with owner.

SIGN ACCESS EASEMENT AREA LEGAL DESCRIPTION:

THAT PART OF LOTS 16 THROUGH 18, ALL INCLUSIVE, IN BLOCK 4 OF WESTERN ADDITION, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 16, 91.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID NORTH LINE, 35.00 FEET TO THE EAST LINE OF SAID LOT 16; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 16, 75.00 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 16, 35.00 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT 16, 75.00 FEET TO THE POINT OF BEGINNING.



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EXHIBIT D

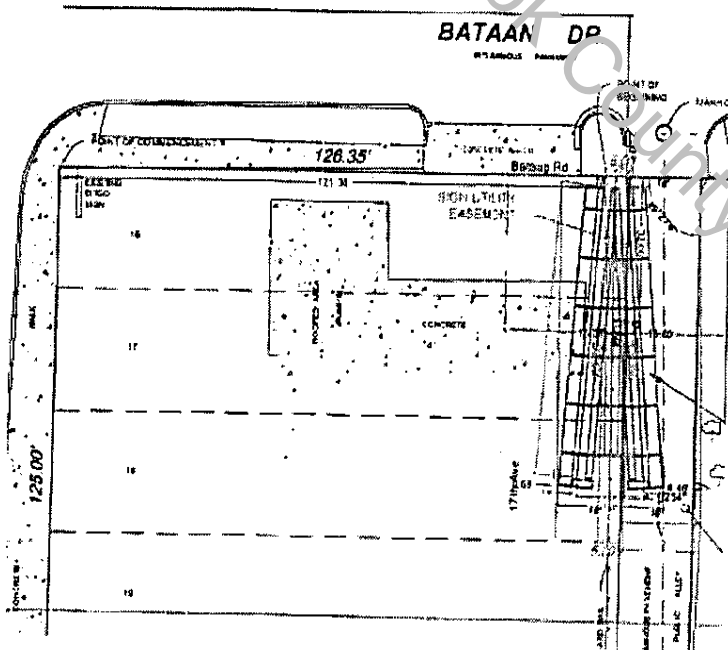
LEGAL DESCRIPTION AND SURVEY OF UTILITY EASEMENT AREA

Utility Description A 5 foot area designated to provide electrical service to billboard sign.

SIGN UTILITY EASEMENT AREA LEGAL DESCRIPTION:

THAT PART OF LOTS 16 THROUGH 18, ALL INCLUSIVE, IN BLOCK 4 OF WESTERN ADDITION, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 16, 121.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID NORTH LINE, 5.00 FEET TO THE EAST LINE OF SAID LOT 16; THENCE SOUTH ALONG SAID EAST LINE OF LOT 16, 75.00 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 16, 5.00 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT 16, 5.00 FEET TO THE POINT OF BEGINNING.



Clerk's Office