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Doc#: 2206839148 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/09/2022 10:13 AM Pg: 1 of 15

Prepared by and Return to:

Attorney, Christopher Freeland, Land Management
Site No: 303962
Site Name: Evanston II
c/o American Tower
10 Presidential Way
Woburn, MA 01801

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: 1221319009
State of Illinois
County of Cook

(Recorder's Use Above this Line)

STATE OF ILLINOIS

Assessor's Parcel No.: 10-24-300-057-0000 and 10-24-300-058-0000

COUNTY OF COOK

EASEMENT AND ASSIGNMENT AGREEMENT

This Easement Agreement ("**Agreement**") dated as of December 22, 2021 (the "**Effective Date**"), by and between **Philip V. Zera and Alexander A. Zera, Jr. ("Grantor")** and **American Tower Asset Sub II, LLC**, a Delaware limited liability company ("**Grantee**").

BACKGROUND

Grantor is the owner of the real property described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Premises**"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Grant of Easements.** 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: (i) a perpetual, exclusive easement (the "**Exclusive Easement**") in and to that portion of the Premises more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**"); and (ii) a perpetual, non-exclusive easement (the "**Access and Utility Easement**"; the Exclusive Easement and Access and Utility Easement, collectively, the "**Easements**") in and to that portion of the Premises more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "**Easement Areas**"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.
- Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

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3. **Successors Bound.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. **Duration.** The duration of this Agreement and the Easements granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence.

5. **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.

6. **Use of Easement Areas.**

a. **Exclusive Easement.** The Exclusive Easement Area may 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") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term and at any time within 180 days after the termination of this Agreement, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may, at Grantee's sole and exclusive option, construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. **Access and Utility Easement.** The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days per week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. In the event the Access and Utility Easement Area cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the Access and Utility Easement Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and/or to relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation. The Access and Utility Easement and the rights granted herein with

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respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. **Option to Expand.** Grantor grants to Grantee an irrevocable option to expand the Exclusive Easement Area to include an additional three hundred ninety-six (396) square feet contiguous to the Exclusive Easement Area, in a shape and location to be a twelve foot (12') by thirty-three foot (33') area, or as similar to such dimension as is commercially reasonable (the "**Expansion Area**"). Grantor may, by written notice to Grantee, exercise said option, in Grantee's sole and absolute discretion, at any time during the Term prior to August 31, 2059. In connection with this option to expand, Grantee, its agents, employees and independent contractors, shall have the right to enter upon that portion of the Premises lying beyond the Exclusive Easement Area at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a boundary, as-built or similar survey of all (or any portion of) the Expansion Area to be prepared by a surveyor duly licensed under the laws of the state in which the Expansion Area is located. Said right of Grantee shall include, without limitation, the right to clear trees, brush and other obstructions which may interfere, in Grantee's sole discretion, with Grantee's ability to conduct such evaluation activities. Grantor agrees to execute an amendment to the Easement Agreement to reflect the addition of the Expansion Area to the Exclusive Easement Area, within thirty (30) days of receipt by Grantor, in a form which is recordable in the jurisdiction in which the Exclusive Easement Area is located. Until such time as Grantee exercises said option, if ever, Grantor hereby agrees to give Grantee no less than sixty (60) days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Premises. During the foregoing sixty (60) day period, Grantee may elect to designate the Expansion Area by written notice to Grantor, in which case such Expansion Area would no longer be available for Grantor to lease to a third party.

8. **Non-Compete.** During the Term, Grantor shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Premises or Grantor's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**"), without the prior written consent of Grantee, which may be withheld, conditioned, and/or delayed in Grantee's sole, reasonable discretion.

9. **Assignment.** Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee.

10. **Covenants; Representations; Warranties.**

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to the best of Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties and/or the Current Agreement(s) (as defined below); (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) no person who is not a party to this Agreement has any rights of homestead in any portion of the Premises; (xii) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date; and (xiii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

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b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. To the extent the Exclusive Easement Area and/or improvements thereon are separately assessed from the Premises, Grantee shall pay applicable real property, personal property, and other taxes, fees and assessments directly to the local taxing authority, provided however, that Grantor must furnish written documentation of such separately assessed taxes and a copy of the bill for such separately assessed taxes not less than (30) days prior to the tax payment due date. Either Grantor or Grantee may cause the Exclusive Easement Area to be separately assessed. In the event the Exclusive Easement Area and/or Improvements thereon are not separately assessed from the Premises, Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises, to the extent both are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of same by Grantor. Anything to the contrary notwithstanding, Grantee shall not be obligated to reimburse Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Without Grantee's prior written consent, which consent may be withheld or conditioned in Grantee's sole and absolute discretion, Grantor shall not cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "**Hazardous Materials**" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

f. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein.

h. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

11. Non-Disturbance. During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to

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any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

12. **Grantee's Securitization Rights; Estoppel.** Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("**Grantee's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "**Holder**") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

13. **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:

To Grantee: American Tower Asset Sub II, LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801

To Grantor: Philip V. Zera and Alexander A. Zera, Jr.
7800 N. Lehigh Ave
Niles, IL 60714

With copy to: American Tower Asset Sub II, LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

With copy to: Scott M. Levin
Howard & Howard Attorneys PLLC
200 S. Michigan Ave., St. 300
Chicago, IL 60604

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.

14. **Force Majeure.** The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. **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 Premises 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. Grantee has not provided any legal or tax advice to Grantor in connection with the

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execution of this Agreement. 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.

16. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

17. 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.

18. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

19. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

20. Government Approvals/Applications. Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee and (b) Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easement Areas.

21. Assignment of Ground Lease. Grantor hereby assigns to Grantee all of Grantor's beneficial rights, title and interest in, to and under all of the existing leases, licenses and other agreements for use or occupancy of the Easements, including, but not limited to, those agreements listed on Exhibit "D" attached hereto (the "Current Agreement" or "Current Agreements"), including without limitation, the right to receive any and all rents and other monies payable to Grantor thereunder and including during any and all extensions thereof ("Contract Revenues"). Grantor hereby represents and warrants that as of the Effective Date there are no leases, license or other agreements pertaining to the Premises other than the Current Agreement(s). Notwithstanding the foregoing assignment to Grantee, Grantor agrees that Grantor remains the fee owner of the Premises and Grantor remains obligated to comply with all obligations of the lessor or Grantor under the Current Agreement(s), as same may be extended or renewed, which relate to the ownership, maintenance, operation and use of the Premises. Such obligations are hereby expressly excluded from the foregoing assignment. Grantor hereby acknowledges that as of the Effective Date none of the improvements constructed pursuant to the Current Agreement(s) encroach outside the Premises. Grantor hereby certifies to Grantee that to the best of Grantor's knowledge the Current Agreement(s) is in full force and effect, that Grantor is not in default or breach of any of its obligations under the Current Agreement(s), that Grantor has received no notices alleging a default under the Current Agreement(s), and that as of the date hereof the lessee under the Current Agreement(s) has no claim against Grantor.

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Grantor agrees to indemnify and hold Grantee harmless from and against all loss, cost, damage, and expense, including, without limitation, reasonable attorney fees, arising out of any act, omission, or default by Grantor under the Current Agreement(s) that occurred prior to the Effective Date.

22. **Further Acts; Attorney-In-Fact.** Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute, deliver, and submit land-use, building permit and zoning applications related to Grantee's permitted use of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

23. **Survey.** Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "**Survey**") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that, Grantee may elect, in Grantee's sole and absolute discretion, to replace Exhibit B and Exhibit C with a revised Exhibit B and Exhibit C depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee's election.

24. **Waiver.** **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.**

25. **Condemnation.** In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

[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:

2 WITNESSES

Philip V. Zera

Signature: *Philip V. Zera*
Print Name: Philip V. Zera
Date: Nov 1, 2021

Signature: *Timothy F. Zera*
Print Name: TIMOTHY F. ZERA

Signature: *Marvel Acanis Jr.*
Print Name: MARVEL ACANIS JR.

Property of Cook County Clerk's Office

WITNESS AND ACKNOWLEDGEMENT

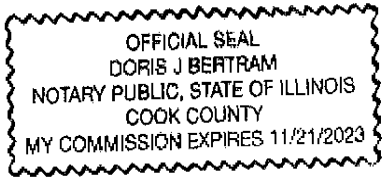
State/Commonwealth of ILLINOIS

County of COOK

On this 1st day of November, 2021, before me, the undersigned Notary Public, personally appeared **Philip V. Zera**, who 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.

Doris J. Bertram
Notary Public
Print Name: Doris J. Bertram
My commission expires: 11/21/2023



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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GRANTOR:

2 WITNESSES

Alexander A. Zera, Jr.

Signature: *Alexander A. Zera, Jr.*

Print Name: Alexander A. Zera, Jr.

Date: 11.1.21

Signature: *Timothy F. Zera*

Print Name: TIMOTHY F. ZERA

Signature: *Manvel Alanis Jr.*

Print Name: MANVEL ALANIS JR.

Property of Cook County Clerk's Office

WITNESS AND ACKNOWLEDGEMENT

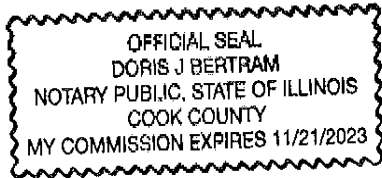
State/Commonwealth of ILLINOIS

County of COOK

On this 1st day of November, 2021 before me, the undersigned Notary Public, personally appeared **Alexander A. Zera, Jr.**, who 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.

Doris J. Bertram
Notary Public
Print Name: Doris J. Bertram
My commission expires: 11/21/2023



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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GRANTEE:

2 WITNESSES

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

Signature: *Carol Maxime*
Print Name: Carol Maxime
Title: Senior Counsel, US Tower
Date: 12/22/2021

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this the 22nd day of December 2021, before me, the undersigned Notary Public, personally appeared Carol Maxime, Sr. Counsel, 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.

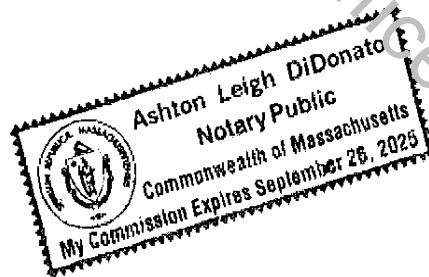
WITNESS my hand and official seal.

Ashton Leigh DiDonato
Notary Public
My Commission Expires: _____

{Seal}

Attachments:

- Exhibit "A" – Premises
- Exhibit "B" – Exclusive Easement Area
- Exhibit "C" – Access and Utility Easement Area
- Exhibit "D" – Current Agreement(s)



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Exhibit "A" The Premises

This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises

Tower Parcel Lot 5 in Zera Subdivision Three of Parts of the Southwest 1/4 of Section 24 and the Southeast 1/4 of Section 23, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook county, Illinois, except as follows:

Parcel 1: That part of Lot 5 In Zera Subdivision Three of Parts of the South West 1/4 of Section 24 and the South East 1/4 of Section 23, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as lying southwesterly of a straight line drawn northwesterly from and at right angles to the southeasterly line of said Lot 5 at a point on said southeasterly line 148.91 feet southwesterly of the northeasterly corner of said Lot 5 and lying northeasterly of a straight line drawn northwesterly from and at right angles to said southeasterly line of Lot 5 at a point in said southeasterly line 247.21 feet southwesterly of the northeasterly corner of said Lot 5 in Section 23, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: That part of Lot 5 in Zera Subdivision Three of Parts of the Southwest Quarter of Section 24 and the Southeast Quarter of Section 23, Township 41 North, Range 13 East of the Third Principal Meridian described as lying northerly of a line drawn parallel to the northerly line of said Lot 5, from a point 220.0 feet northerly of the southeast corner of said Lot 5, in Cook County, Illinois.

Parcel ID Nos 10-24-300-057 & 10-24-300-058

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EXHIBIT "B" Exclusive Easement Area

THAT PART OF LOT 5 IN ZERA SUBDIVISION THREE OF PARTS OF THE SOUTHWEST QUARTER OF SECTION 24, AND THE SOUTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1987 AS DOCUMENT NO. 87238284, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE SOUTH 22°53'22" WEST BEING AN ASSUMED BEARING ON THE EASTERLY LINE OF SAID LOT 5, A DISTANCE OF 290.71 FEET; THENCE NORTH 67°06'38" WEST, A DISTANCE OF 22.0 FEET; THENCE NORTH 22°53'22" EAST ON A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 5, A DISTANCE OF 7.5 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 22°53'22" EAST ON THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 11.0 FEET; THENCE NORTH 67°06'38" WEST, 68.45 FEET; THENCE SOUTH 10°21'08" WEST, A DISTANCE OF 19.0 FEET; THENCE SOUTH 79°38'55" EAST, A DISTANCE OF 34.86; THENCE SOUTH 67°06'38" EAST A DISTANCE OF 30.29 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

TOGETHER WITH AN ADDITIONAL EASEMENT AREA:

THAT PART OF LOT 5 IN ZERA SUBDIVISION THREE OF PARTS OF THE SOUTHWEST QUARTER OF SECTION 24, AND THE SOUTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1987 AS DOCUMENT NO. 84238284, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE SOUTH 22°53'22" WEST BEING AN ASSUMED BEARING ON THE EASTERLY LINE OF SAID LOT 5, A DISTANCE OF 290.71 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 22°53'22" WEST, ON THE EASTERLY LINE OF SAID LOT 5, A DISTANCE OF 15.00 FEET; THENCE NORTH 67°06'38" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 22°53'22" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 67°06'38" EAST A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH AN OPTION AREA:

PART OF LOT 5 IN ZERA SUBDIVISION THREE, PLAT INSTRUMENT NO. 87238284 OF THE COOK COUNTY RECORDS, CITY OF EVANSTON, COOK COUNTY, ILLINOIS DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5, THENCE SOUTH 22°53'22" WEST ALONG THE EASTERLY LINE OF SAID LOT 5 THE A DISTANCE OF 305.71 FEET; THENCE NORTH 67°06'38" WEST A DISTANCE OF 22.00 FEET; THENCE NORTH 22°53'22" EAST A DISTANCE OF 0.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°06'38" WEST A DISTANCE OF 12.00 FEET; THENCE NORTH 22°53'22" EAST A DISTANCE OF 33.00 FEET; THENCE SOUTH 67°06'38" EAST A DISTANCE OF 12.00 FEET; THENCE SOUTH 22°53'22" WEST A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING. CONTAINING 396 SQUARE FEET OR 0.009 ACRES.

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EXHIBIT "C"
Access and Utility Easement Area

All existing utility and access easements from Exclusive Easement Area to a public right of way including but not limited to:

THAT PART OF LOT 5 IN ZERA SUBDIVISION THREE OF PARTS OF THE SOUTHWEST QUARTER OF SECTION 24, AND THE SOUTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1987 AS DOCUMENT NO. 84238284, BOUNDED AND DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE SOUTH 22°53'22" WEST BEING AN ASSUMED BEARING ON THE EASTERLY LINE OF SAID LOT 5, A DISTANCE OF 290.71 FEET; THENCE NORTH 67°06'38" WEST, A DISTANCE OF 22.0 FEET; THENCE NORTH 22°53'22" EAST ON A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 5, A DISTANCE OF 7.5 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 22°53'22" EAST ON THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 11.0 FEET; THENCE NORTH 67°06'38" WEST, 68.45 FEET; THENCE SOUTH 10°21'08" WEST, A DISTANCE OF 19.0 FEET; THENCE SOUTH 79°38'55" EAST, A DISTANCE OF 34.86; THENCE SOUTH 67°06'38" EAST A DISTANCE OF 30.29 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Together with:

[Continued on Next Page]

Site No: 303962
Site Name: Evanston II

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EXHIBIT "C" (Continued)
Access and Utility Easement Area

A NON-EXCLUSIVE EASEMENT FOR DRIVEWAY PURPOSES AS RESERVED IN DEED MADE BY CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO ALEXANDER A. ZERA, JR. AND PHILIP V. ZERA BY DEED DATED FEBRUARY 25, 1980 AND RECORDED MARCH 7, 1980 AS DOCUMENT 25384528, RAILROAD DEED NO. 81545, OVER PARCEL 2 THEREIN, AND AS REFERRED TO IN SUBSEQUENT DEED OF PART OF THE REMAINING LAND OF SAID RAILROAD INCLUDING PART OF THE UNDERLYING LAND TO ZERA SUBDIVISION THREE, IN DEED FROM SAID CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO MAP INVESTMENTS INCORPORATED, DATED DECEMBER 3, 1985 AND RECORDED DECEMBER 4, 1985 AS DOCUMENT 85308825.

PARCEL 2 IN SAID 1980 DEED 25384528, LATER INCLUDED IN LOT 1 IN ZERA SUBDIVISION NO. 1 RECORDED DECEMBER 2, 1981 AS DOCUMENT 26074398, AND AS SAID 1980 DEED WAS MODIFIED BY LETTER BY NORTH SHORE SURVEY LTD., MAY 3, 1988 AND RECORDED MAY 6, 1988 AS DOCUMENT 88193065:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 24, AND THE SOUTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 2 DEGREES 28 MINUTES 13 SECONDS WEST 1651.71 FEET ON THE WEST LINE OF THE SAID SECTION 24, TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 31 MINUTES 47 SECONDS EAST 30.00 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST 122.97 FEET; THENCE SOUTH 13 DEGREES 36 MINUTES 32 SECONDS EAST 111.58 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 28 SECONDS WEST 143.34 FEET; THENCE SOUTH 11 DEGREES 48 MINUTES 37 SECONDS WEST 382.55 FEET; THENCE SOUTH 24 DEGREES 20 MINUTES 48 SECONDS WEST 247.36 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF OAKTON STREET; THENCE NORTH 89 DEGREES 05 MINUTES 32 SECONDS WEST 32.70 FEET ON THE NORTHERLY RIGHT-OF-WAY LINE OF OAKTON STREET TO THE FORMER WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE NORTH 24 DEGREES 20 MINUTES 48 SECONDS EAST 339.35 FEET ON THE SAID FORMER WESTERLY RIGHT-OF-WAY LINE TO THE WEST LINE OF THE SAID SECTION 24; THENCE NORTH 02 DEGREES 28 MINUTES 13 SECONDS EAST 109.43 FEET ON THE WEST LINE OF THE SAID SECTION 24; THENCE NORTH 11 DEGREES 48 MINUTES 34 SECONDS EAST 189.05 FEET; THENCE NORTH 02 DEGREES 43 MINUTES 28 SECONDS EAST 136.66 FEET; THENCE NORTH 13 DEGREES 36 MINUTES 32 SECONDS WEST 111.52 FEET TO THE WEST LINE OF SAID SECTION 24; THENCE NORTH 02 DEGREES 28 MINUTES 13 SECONDS EAST 127.16 FEET ON THE WEST LINE OF THE SAID SECTION 24 TO THE TRUE POINT OF BEGINNING, ALL BEING SITUATED IN COOK COUNTY, ILLINOIS.

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EXHIBIT "D"

Current Agreement(s)

- That certain SITE AGREEMENT NO. 187 dated July 19, 1994 by and between Phillip V. Zera and Alexander A. Zera, Jr., as Lessor, and Southwestern Bell Mobile Systems, Inc., d/b/a Cellular One – Chicago, a Delaware and Virginia corporation, as Lessee.
- That certain AMENDMENT TO SITE AGREEMENT NO. 187 dated April 23, 1999 by and between Phillip V. Zera and Alexander A. Zera, Jr., as Lessor, and Southwestern Bell Mobile Systems, Inc. d/b/a Cellular One- Chicago, a Delaware and Virginia corporation, as Lessee.
- That certain SECOND AMENDMENT TO SITE AGREEMENT NO. 187 dated July 11, 2007 by and between Zera Enterprises, as Lessor, and SBC Tower Holdings, LLC, a Delaware limited liability company, as Lessee.
- That certain MEMORANDUM OF LEASE dated July 11, 2007 by and between Zera Enterprises, as Lessor, and SBC Tower Holdings LLC, a Delaware limited liability company, as Lessee.
- That certain THIRD AMENDMENT TO SITE AGREEMENT NO. 187 dated March 10, 2008 by and between Philip V. Zera and Alexander A. Zera, Jr., as Lessor, and SBC Tower Holdings LLC, a Delaware limited liability company, as Lessee.
- That certain MEMORANDUM OF LEASE dated May 14, 2012 by and between Philip V. Zera and Alexander A. Zera, Jr., as Lessor, and SBC Tower Holdings, LLC, a Delaware limited liability company, as Lessee.
- That certain FOURTH AMENDMENT TO LEASE AGREEMENT dated June 26, 2013 by and between Phillip V. Zera and Alexander A. Zera, Jr., as Landlord, and SBC Tower Holdings LLC, a Delaware limited liability company, as Tenant.
- That certain MEMORANDUM OF LEASE dated June 26, 2013 by and between Phillip V. Zera and Alexander A. Zera, Jr., as Landlord, and SBC Tower Holdings LLC, a Delaware limited liability company, as Tenant.