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2207315019

PREPARED BY AND AFTER

RECORDING RETURN TO:

1912 DIVISION LLC
1700 W. CORTLAND ST #203
CHICAGO, IL 60622
ATTN: Angelo Laskaris

Doc# 2207315019 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/14/2022 11:45 AM PG: 1 OF 6

ENCROACHMENT PERMIT

THIS PERMIT is issued as of the 28th day of January, 2022 by Susan Manshum for AT&T, a Delaware corporation ("AT&T") to 1912 Division LLC, a Illinois limited liability company ("Permittee").

TERMS AND CONDITIONS

1. Purpose and Scope of Permit

AT&T hereby allows and permits Permittee the non-exclusive use of certain portions of the Easements, subject to the conditions and stipulations herein set forth, for the purpose of constructing, installing, maintaining structures and related structural components, access roads, and appurtenances thereto and allowing Permittee accessing the Easements as reasonably necessary for such purposes. Any such structure(s) constructed by Permittee shall be located at least 16' feet above the existing AT&T equipment so as to not interfere with the use, operation and maintenance of said AT&T equipment.

2. Encroachment Location(s)

The location of the Encroachments are depicted on Exhibit 1, attached hereto and made a part hereof.

3. Risk of Entry

AT&T makes no warranty whatsoever as to physical conditions which exist now, or may exist hereafter, at said Encroachment Location(s) and Permittee accepts said Encroachment Location(s) "AS IS" and agrees to enter thereupon at Permittee's own risk.

4. Permittee's Duties

By accepting this Permit, Permittee agrees, without qualification or limitation:

- (a) to make no modifications or additions to its facilities at the Encroachment Location(s) without first obtaining AT&T's prior written consent:

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- (b) to not use at the encroachment location(s) any tool, equipment, or machinery capable of being operated within ten (10) feet of cable lines;
- (c) to perform construction, demolition, repair, modifications, additions and any other activities in compliance with all applicable laws and regulations and in a manner that does not interfere with the operations of AT&T;
- (d) to assume all risks of and relieve AT&T of any and all liability for loss of damage to property or facilities installed by it and any other financial loss sustained by it;
- (e) to indemnify, defend and hold harmless AT&T from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, settlement liabilities, costs and expenses (including, without limitation, interest, penalties, and reasonable attorneys' fees and disbursements) that may from time to time be suffered or incurred by, or asserted against AT&T because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, or for any financial loss of whatever nature, in any way arising out of or in connection with this Permit or activities undertaken pursuant to this Permit, whether caused by the acts, negligence or willful misconduct of Permittee, its agents, employees, representatives, contractors, permitted assigns, or those under Permittee's control or by failure to perform the covenants or conditions of this Permit. Permittee's obligations to indemnify and hold harmless shall survive any termination or abandonment of this Permit. For purposes of indemnifications set forth in this Permit, "AT&T" means AT&T, its affiliates, subsidiaries, parent, successors and assigns and its and their employees, directors, officers, agents, contractors and subcontractors;
- (f) to neither cause nor permit use of the rights herein granted by any other person except Permittee's lawful successors, and if Permittee is a utility company, any transferee of the utility system (or operating component of a utility system) of which the Permittee's facilities at the Encroachment Location(s) are a part;
- (g) that AT&T retains all of its rights with respect to its property, right-of-way or easement. Specifically, AT&T retains the right to access its telecommunications facilities to repair, maintain or augment its telecommunications network. Any damage to Permittee's facilities as a result of AT&T's exercise of its rights with respect to its property, right-of-way or easement shall be the sole responsibility of Permittee;
- (h) to not use, have present nor transport on or about the Encroachment Location(s) any hazardous or toxic materials, wastes or substances or any pollutants or contaminants ("Hazardous Substances"), without the prior express written consent of AT&T. If at any time during the term of this Permit, Permittee knows or has reason to believe that any Hazardous Substances have come, or will come, to be located upon, about, or underneath the Encroachment Location(s), then Permittee shall, as soon as reasonably possible, give verbal and written notice of that condition to AT&T. Permittee covenants to investigate, clean-up and otherwise remediate any release of such Hazardous Substances by Permittee, its agents, employees, representatives, contractors, permitted assigns, or those

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under Permittee's control at Permittee's cost and expense. Permittee shall notify AT&T prior to commencing any clean-up or remediation; and

- (i) NOTWITHSTANDING ANY PROVISION OF THIS PERMIT TO THE CONTRARY, EXCEPT AS SET FORTH IN PARAGRAPH 4(f), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF CUSTOMERS OR OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

5. Incompatible Facilities

This Permit is issued by AT&T and accepted by Permittee with the mutual belief that the facilities of each can exist at the Encroachment Location(s) in the form contemplated when this Permit was issued without disruption to the other. If at anytime for any reason Permittee's facilities are determined in AT&T's reasonable judgment to be incompatible with AT&T's then existing or then proposed facilities, Permittee agrees it shall cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in AT&T's judgment is reasonably necessary.

6. Fee Title: Superiority of Prior Interest

If neither AT&T nor Permittee own fee simple title to the lands at the Encroachment Location(s), the authorization required by Permittee from the fee simple owner shall be obtained at Permittee's sole cost. In any judicial construction of this Permit, it shall be recognized that AT&T, by virtue of prior rights and prior possession and by virtue of this Permit, shall enjoy with respect to the Encroachment Location(s) rights superior to those of Permittee.

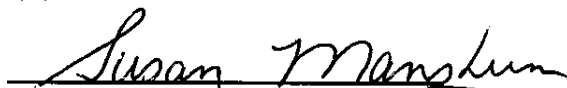
7. Cost

This permit is issued by AT&T and accepted by Permittee with the understanding that Permittee's use of the permission herein granted shall not result in any cost to AT&T. No claims for payment or performance shall be made of AT&T by Permittee and any expenses incurred by AT&T related to Permittee's exercise of the rights herein permitted shall be promptly reimbursed to AT&T by Permittee. In enforcing this permit against Permittee, AT&T shall be entitled to collect reasonable attorney's fees, court costs and interest on the principal sum.

8. Notices

Except as expressly otherwise provided, any demand, notice or other communication to be given to a party in connection with this Permit shall be given in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by commercial overnight delivery service addressed to the recipient as set forth below or to such other address or individual, as may be designated by notice given by the party to the other.

AT&T:



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1391 Abbott Ct
Buffalo Grove, IL 60089
Attention: Susan Manshum

Permittee: 1912 DIVISION LLC
1700 W CORTLAND ST #203
CHICAGO, IL 60622_
Attention: Anegeo Laskaris

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and if given by registered or certified mail, return receipt requested, or by commercial overnight delivery service on the date of receipt thereof.

9. Successors and Assigns

The permission hereby given shall be binding upon the heirs, administrators, executors and assigns of both parties.

IN WITNESS WHEREOF, the parties have executed this Permit as of the date first above set forth.

Susan E. Manshum ("AT&T")

By: Susan E. Manshum
Name:
Title: Manager AT&T

Permittee: 1912 DIVISION LLC

By: [Signature]
Name: ANGELO LASKARIS
Title: Its Manager

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Commonly known as: 1912 W. Division, Chicago, IL 60622

Permanent Index No: 17-06-226-027-0000

LEGAL DESCRIPTION:

LOT 3 IN THE HEIRS OF JOSEPH PEACOCK'S SUBDIVISION OF LOT 18 IN BLOCK 2 IN JOSEPH PEACOCK'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE WEST 10 ACRES OF THE SOUTH 25 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

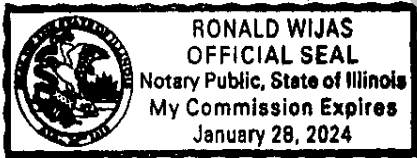
THE STATE OF Illinois
COUNTY OF Cook

BEFORE ME, the undersigned authority, on this day personally appeared Angelo Laskaris, known to me to be the person whose name is subscribed to the foregoing instrument as Manager of 1912 Division LLC, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said entity.

Given under my hand and seal of office this the 3rd day of February, 2022.

[Signature]

Notary Public in and for the State of Texas
My Commission Expires: 1/28/2024



THE STATE OF IL
COUNTY OF LAKE

BEFORE ME, the undersigned authority, on this day personally appeared Susan Manshum for Manager - AT&T ("AT&T") known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledges to me that he executed the same for and as the act of and deed of AT&T, thereof, and for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of January 28, 2022.

[Signature]

Notary Public in and for the State of ~~Oklahoma~~ Illinois
My Commission Expires: 8/15/2024

