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Mail To:		Doc#. 2221418270 Fee: \$98.00 Karen A. Yarbrough		
		Cook County Clerk Date: 08/02/2022 12:47 PM Pg: 1 of 16		
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Property Address:		C		
	7538, 7534, 7546, 755	0 W Addison St		
	Chicago IL 60634	3		
		O <sub>x</sub>		

Prepared By: Crown Castle, 8020 Katy Freeway, Houston TX 77024

Name Address

City, State & Zip Code

## <u>FIRST AMENDMENT TO</u> <u>GRANT OF EASEMENT AND ASSIGNMENT OF LEASE</u>

THIS FIRST AMENDMENT TO GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (this "Amendment") is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2022, by and between CTN INC., a Colorado corporation ("Grantor"), whose address is 2684 S. Fenton Ct., Lakewood, Colorado 80227, and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("GSA IV"), whose mailing address is Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Grantor and GSA IV are the current parties to that certain Grant of Easement and Assignment of Lease dated May 24, 2010 and recorded on June 17, 2010 as **Document Number 1016818063** with the Cook County Recorder of Deeds (the "Grant of Easement"), or gually by and between Mark H. Zorn, as grantor, and GSA IV, as grantee;

WHEREAS, the Grant of Easement affects the real property owned by Grantor more particularly described or Exhibit "A" attached hereto ("Grantor's Property"); and

WHEREAS, Grantor and GSA IV desire to amend the Grant of Easement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Defined Terms</u>. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Grant of Easement.
- 2. Additional Easement Area. The Easement Area is hereby expanded to include an additional two hundred sixty-one (261) square feet of Granor's Property, depicted as the "Additional Tower Area" on the survey attached hereto as Exhibit "B" and more particularly described on Exhibit "C" (the "Additional Easement Area"). Grantor and GSA IV acknowledge that the Additional Easement Area is intended to accommodate the installation of improvements and equipment for the Permitted Use by the subtenant or licensee common'y known as AT&T ("AT&T"). The Easement Area, as expanded by the Additional Easement Area, is depicted as the "Tower Easement" on the survey attached hereto as Exhibit "B" and is more particularly described on Exhibit "D". In addition, the Access Easement is hereby amended to be as depicted as the "Access & Utility Easement" on the survey attached as Exhibit "B" and as more particularly described on Exhibit "D".
- 3. Additional Easement Area Fee. From and after the date that AT&T commences construction within the Additional Easement Area, GSA IV agrees to pay to Grantor a monthly fee for the Additional Easement Area equal to Seven Hundred Fifty and 00/100 Dollars (\$750.00) per month (the "Additional Easement Area Fee"). The first payment of the Additional Easement Area Fee shall be due on the first day of the month following the date that AT&T commences construction within the Additional Easement Area (the "Additional Easement Area

Fee Commencement Date"), and each subsequent payment shall be due on the first day of each month thereafter. Commencing on the first anniversary of the Additional Easement Area Fee Commencement Date, and every year thereafter (each, an "Adjustment Date"), the Additional Easement Area Fee shall increase by an amount equal to three percent (3%) of the Additional Easement Area Fee in effect for the month immediately preceding the applicable Adjustment Date.

- 4. GSA IV's Right to Terminate. Notwithstanding anything to the contrary in this Amendment, in the event the AT&T License expires or terminates for any reason, GSA IV shall have the right to terminate its obligation to pay the Additional Easement Area Fee by providing Grantor with at least thirty (30) days' prior written notice of such termination. In the event GSA IV elects to terminate its obligation to pay the Additional Easement Area Fee as set forth above in this Section, then: (a) from and after the effective date of termination, the Easement Area shall no longer include the Additional Easement Area, (b) GSA IV shall, within a reasonable time after the effective date of termination, remove its above ground property from the Additional Easement Area and restore the surface of the Additional Easement Area to its original condition, reasonable wear ard tear excepted, and (c) upon the written request of either Grantor or GSA IV to the other party, Grantor and GSA IV shall execute an amendment to the Grant of Easement, in recordable form, documenting such termination and the removal of the Additional Easement Area from the Easement Area, which amendment may be recorded by either Grantor or GSA IV after it is executed by both Carator and GSA IV.
- Existing Improvements within Additional Easement Area. Prior to the date 5. that AT&T commences construction within the Additional Easement Area, Grantor shall, at its sole cost and expense, remove any of Grantor's improvements then located within the Additional Easement Area, including, without limitation, the existing metal shed, and including any portions of such improvements that encroach into the remainder of the Easement Area. GSA IV shall provide Grantor with at least five (5) business days' notice of the date on which AT&T intends to commence construction within the Additional Easement Area.
- Notices. The notice addresses of Grantor and GSA IV set forth in Section 25 of 6. Office the Grant of Easement are hereby amended as follows:

If to Grantor: CTN Inc.

2684 S. Fenton Ct.

Lakewood, Colorado 80227

If to GSA IV: Global Signal Acquisitions IV LLC

Attention: Legal – Real Estate Department

2000 Corporate Drive

Canonsburg, Pennsylvania 15317

Full Force and Effect. All of the terms, provisions, covenants and agreements contained in the Grant of Easement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Except as otherwise expressly amended herein, all the terms and conditions of the Grant of Easement shall remain and continue in full force and effect. In case of

any inconsistency between the Grant of Easement and this Amendment, the terms and conditions of this Amendment shall govern and control.

- 8. <u>Binding Effect</u>. This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.
- 9. Representations and Warranties. Grantor and GSA IV each represents and warrants to the other that such party is duly authorized to and has the full right, power and authority to enter into this Amendment and to perform all of its obligations under the Grant of Easement, as amended.
- 10. Extire Agreement. This Amendment supersedes all agreements previously made between the parties relating to its subject matter.
- 11. <u>Counterparts</u>. This Amendment may be executed in two (2) or more counterparts, each of which small be deemed an original, but all of which together shall constitute but one and the same instrument

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and GSA IV, having read the foregoing and

intending to be legally bound hereby, have and Assignment of Lease as of the day and	executed this First Amendment to Grant of Easement year first written above.
	<u>GRANTOR</u> :
	CTN INC., a Colorado corporation
DOOM TO THE TOTAL PROPERTY OF THE PARTY OF T	Ву:
000	Name: Chuyen Não
	Its: President
Ox	Date: 7/8/2022
ACKNO	WLEDGEMENT (
STATE OF Lolorado	
county of <u>Denvor</u> ) ss	C
On this, the handay of July Public, personally appeared him/herself to be the corporation, and that he/she, being authorize to Grant of Easement and Assignment of Le	n Van Nyc , who acknowledged of CTN Inc., a Colorado ed to do so, executed the foregoing First Amendment
IN WITNESS WHEREOF, I hercunto set m	y hand and official seal.
Diffaul	
Notary Public, State of	nty of Denver
My Commission Expires: ਮில் ஆ ,	Loss
SEAL]  TONI L DOVEL  NOTARY PUBLIC  STATE OF COLORADO  NOTARY ID 20194044254	2023

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<b>GSA</b>	I	V	:	
			-	

	GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company
	Ву:
	Name: Tara Groda Sr. Mgr Ntl RE Ops
ACKNO	Its:
ACKNO	WLEDGEMENT
STATE OF TEXAS ) SS	
COUNTY OF HARRIS	
On this, the 19 day of 10.2	, 2022, before me, the undersigned Notary , who acknowledged
him/herself to be the sr. Manager Nat	
the foregoing First Amendment to Grant of therein contained.	Easement at d Assignment of Lease for the purposes
IN WITNESS WHEREOF, I hereunto set m	y hand and official sep!.
AmandaBni	ll "H's
Notary Public, State of Texas, County of Ha	rris
My Commission Expires: $08/18/2$	rris
AMANDA BURRE Notary Public, State o Comm. Expires 08-18 Notary ID 133275	TLL (Francisco) Francisco

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## **UNOFFICIAL COPY**

## Exhibit "A"

### LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Land situated in the County of Cook, State of Illinois, described as follows:

Lots 12 to 17 both inclusive, in Block 5 in Sawiak and Company's First Addition to Addison Heights, a Subdivision of part of Lot 2 in Assessor's division of the East 1/2 of the fractional Section 24, Township 40 North, Range 12, East of the Third Principal Meridian, South of the Indian Boundary line (except from said Lots 12 to 17 that part dedicated for street by instrument recorded September 24, 1928, as Document 10155695), in Cook County, Illinois.

Tax Parcel Identification Numbers:

12-24-225-025, 12-24-225-026, 12-24-225-027, and 12-24-225-028

Common Addresses:

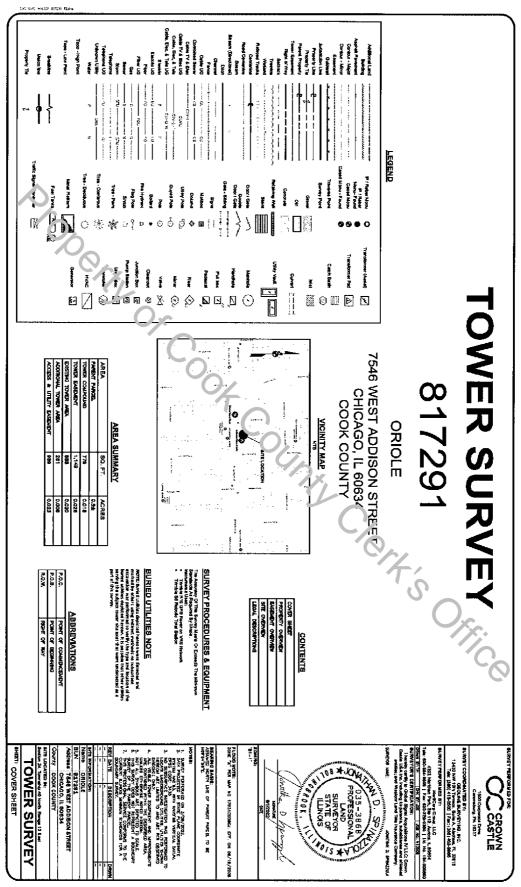
7538, 7534, 7546, and 7550 West Addison Street, Chicago, Illinois 60634

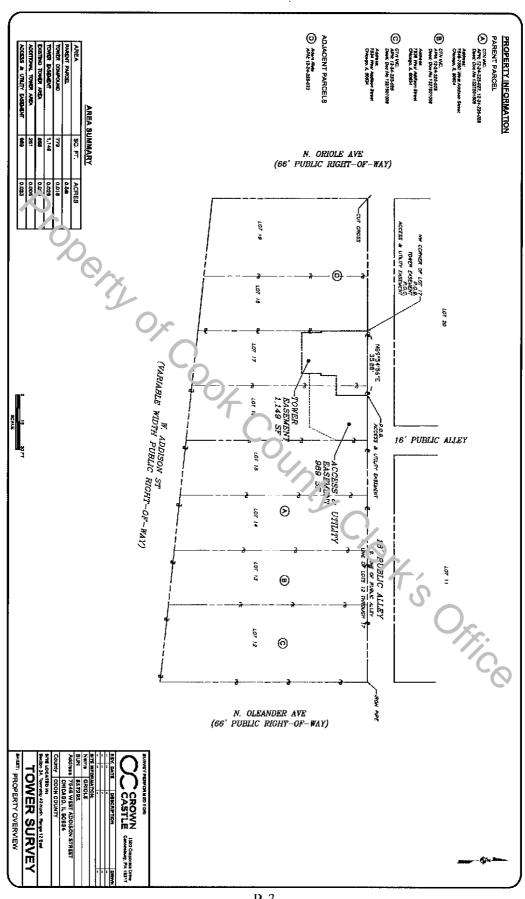
Exhibit "B"

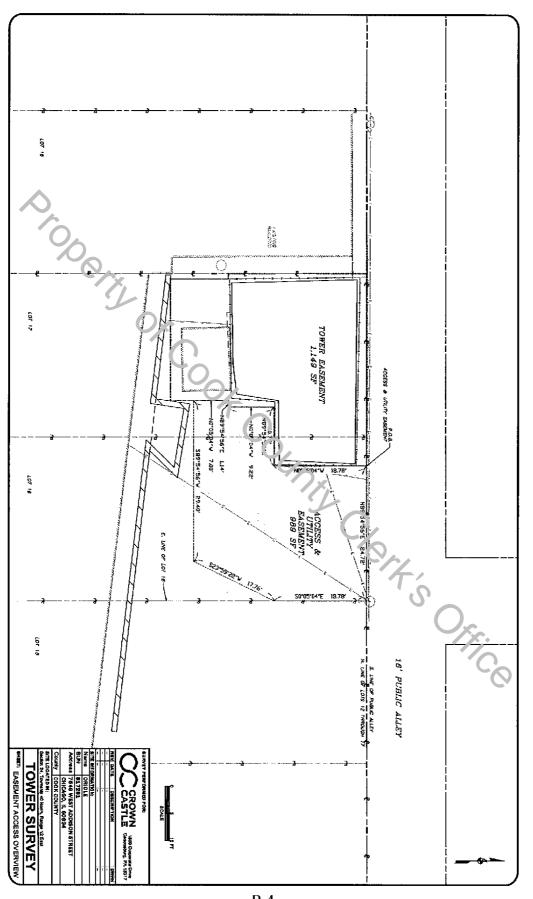
**SURVEY** 

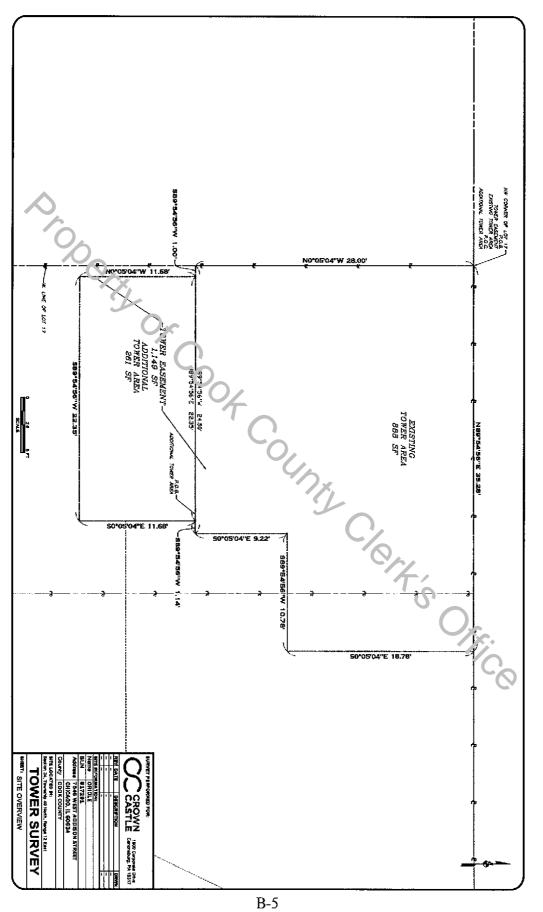
[see attached]

Proberty of Coot County Clert's Office









Site: ORIOLE BUN: 817291 101460.003524 4890-4111-0556.2

DOTS 12TO 17 BOTH INCLUSIVE IN BLOCK IS, IN SLAMMA AND COMPANY'S FRIST ADDITION TO ADDISON HEIGHTS, A SUSDIVISION OF PAIT OF LOT 2, IN ASSESSOR'S DYBIONNOF THE LAST 1/2 OF RALITIONAL SECTION A. TOWNSHIP AD (HORTH, BANGE 12, LAST OF THE LAST 1/2 TO IT AND THE CONCEST OF THE MOBIN SOUTHOFM INE, (SOCIETY FROM SAID LOTS 12TO 17 THAT PART TOOLOW THE DESTREET BY A VITATURE WHEN FROM SAID LOTS 12TO 17 THAT PART TOOLOW THE DESTREET BY A VITATURE WHEN FROM SAID LOTS 12TO 17 THAT PART TOOLOW THE DESTREET BY A VITATURE WHEN FROM SAID LOTS 12TO 17 THAT THAT TOOLOW THE DESTREET BY A VITATURE WHEN THE CONCEST SEPTIMBER 1A, 1918, AS DOCUMENT 1015568].

# TOWER EASEMENT

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CONTAINING 1,149 SQUARE FEET (0.026 ACRES), MORE DRILESS, IN COOK  $\Gamma$  ,  $\omega_{
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# EXISTING TOWER AREA

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# ADDITIC NAI TOWER AREA

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FOR A NUTRINCE OF 55.20 FERT) THRIVES EXPUTH 0.00 FERSES 05 MINITES 04 SECONOS MERT, 1.00 FERT

THERE 18 JR FERT) THRIVES 15 MINITES 04 SECONOS MERT, 1.00 FERT

THERE 18 JR FERT THRIVES 05 MINITES 04 SECONOS MERT, 1.00 FERT

THERE 18 JR FERT TO MERT 25 MINITES 04 SECONOS MERT, 1.00 FERT

SOUTH 0 DEGREES 05 MINITES 05 SECONOS WEST, 1.10 FERT, THRIVES MOTHE 05 DEGREES

54 MINITES 35 SECONOS WEST, 1.25 FERT) THRIVES HOTH 05 DEGREES

54 MINITES 35 SECONOS WEST, 1.25 FERT) THRIVES HOTH 05 DEGREES

55 MINITES 35 MECTORY MERT, 1.25 FERT) THRIVES HOTH 05 DEGREES

56 MINITES 35 MECTORY MERT, 1.25 FERT) THRIVES HOTH 05 DEGREES 05 MINITES 06

57 MINITES 18 MET THRIVES MORTH 05 DEGREES 16 MINITES 56 SECONOS EAST,
1.25 FERT TO SUD POINT OF SEGNANING.

CONTAINING 261 SQUAME FEET (0.005 ACRES), MORE DR LESS, IN COOK COUNTY, ILLHOUS. THAN THE OWE IN JECUTET THOSE PARTS TAKEN FOR MIDBRING OF WEST ADDISON FOR THE SAMUAL AND GOAL PARTS THE PRODUCTION TO DUSTON HEISENS FOR A MUDDRISON OF THE FAST OF LET 2 IN SECURISON FOR THE FAST OF LET 2 IN SECURISON FOR THE FAST WHAT OF LET 2 IN SECURISON FOR THE FAST WHAT OF THE PARTS AND OFFICE THE SAMUAL FOR THE THE OFFICE THE PARTS AND DESCRIBED AS FOLLOWS:

# ACCESS & 'JT LITY EASEMENT

Address 7548 WEST ADDISON STREET
CHICAGO, IL 60634 TOWER SURVEY CASTLE Centonaburg, PA 16313

B-6

LEGAL DESCRIPTIONS

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## UNOFFICIAL COPY

## Exhibit "C"

### LEGAL DESCRIPTION OF ADDITIONAL EASEMENT AREA

THAT PART OF LOT 17 (EXCEPT THOSE PARTS TAKEN FOR WIDENING OF WEST ADDISON STREET) IN BLOCK 5, IN SAWIAK AND COMPANY'S FIRST ADDITION TO ADDISON HEIGHTS BEING A SUBDIVISION OF PART OF LOT 2, IN ASSESSOR'S DIVISION OF THE EAST HALF OF FRACTIONAL SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 17; THENCE NORTH 89 DEGREES 54 MINUTES 56 SECONDS EAST ALONG THE NORTH LINE OF LOT 17 AND LOT 16 IN SAID BLOCK 5, FOR A DISTANCE OF 35.28 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 04 SECONDS WEST, 18.78 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 56 SECONDS WEST, 10.78 FEET; THENCE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 9.22 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS WEST, 1.14 FEFT TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 05 MINUTES 04 SECONDS EAST, 11.68 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS WEST, 11.68 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 04 SECONDS WEST, 11.68 FEET; THENCE NORTH 0 DEGREES 55 MINUTES 05 SECONDS WEST, 11.68 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 05 SECONDS EAST, 12.35 FEET TO SAID FOINT OF BEGINNING. CONTAINING 261 SQUARE FEET (0.006 ACRES), MORE OR LESS, IN COOK COUNTY, ILLINOIS.

Part of Tax Parcel Identification Number: 12-24-225-727

Common Address: 7546 West Addison Street, Chicago, illinois 60634

### Exhibit "D"

### LEGAL DESCRIPTION OF EASEMENT AREA AND ACCESS EASEMENT

Easement Area (including Additional Easement Area):

THAT PART OF LOTS 16 AND 17 (EXCEPT THOSE PARTS TAKEN FOR WIDENING OF WEST ADDISON STREET) IN BLOCK 5, IN SAWIAK AND COMPANY'S FIRST ADDITION TO ADDISON HEIGHTS BEING A SUBDIVISION OF PART OF LOT 2, IN ASSESSOR'S DIVISION OF THE EAST HALF OF FRACTIONAL SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE NORTH 89 DEGREES 54 MINUTES 56 SECONDS EAST ALONG THE NORTH LINE OF SAID LOTS, 35.28 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 04 SECONDS EAST, 18.78 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 10.78 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 9.22 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 56 SECONDS WEST, 1.14 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 04 SECONDS EAST, 11.68 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 22.35 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 04 SECONDS WEST, 11.68 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS WEST, 11.68 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS WEST, 11.69 FEET TO THE WEST LINE OF SAID LOT 17; THENCE NORTH 0 DEGREES 05 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE, 28.00 FEET TO SAID POINT OF BEGINNING. CONTAINING 1,149 SQUARE FEET (0.026 ACRES), MORE OR LESS, IN COOK COUNTY, ILLINOIS.

Part of Tax Parcel Identification Number: 12-24-225-027

Common Address: 7546 West Addison Street, Chicago, Illinois 60634

## Access Easement:

THAT PART OF LOTS 16 AND 17 (EXCEPT THOSE PARTS TAKEN FOR WIDELING OF WEST ADDISON STREET) IN BLOCK 5, IN SAWIAK AND COMPANYS FIRST ADDITION TO ADDISON HEIGHTS BEING A SUBDIVISION OF PART OF LOT 2, IN ASSESSOR'S DIVISION OF THE EAST HALF OF FRACTIONAL SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE NORTH 89 DEGREES 54 MINUTES 56 SECONDS EAST ALONG THE NORTH LINE OF SAID LOTS, 35.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 54 MINUTES 56 SECONDS EAST ALONG SAID NORTH LINE, 24.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 0 DEGREES 05

MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 16, 18.78 FEET; THENCE SOUTH 23 DEGREES 59 MINUTES 22 SECONDS WEST, 17.76 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS WEST, 29.40 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 04 SECONDS WEST, 7.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 56 SECONDS EAST, 1.14 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 04 SECONDS WEST, 9.22 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 56 SECONDS EAST, 10.78 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 04 SECONDS WEST, 18.78 FEET TO SAID POINT OF BEGINNING. CONTAINING 989 SQUARE FEET (0.023 ACRES), MORE OR LESS, IN COOK COUNTY, ILLINOIS.

Part of Tax 1 arcel Identification Numbers: 12-24-225-027 and 12-24-225-028

ss: 7546 c.

Of Coot County Clark's Office Common Address: 7546 and 7550 West Addison Street, Chicago, Illinois 60634