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Karen A. Yarbrough
Cook County Clerk
Date: 08/26/2022 11:03 AM Pg: 1 of 16

Prepared by and Return to:

Attorney, Danielle DiPersia, Land Management
Site No: 303873
Site Name: Lansing IL 6
c/o American Tower
10 Presidential Way
Woburn, MA 01801

Prior Recorded Lease Reference:

Document No: 1605739005
State of Illinois
County of Cook

(Recorder's Use Above this Line)

STATE OF ILLINOIS

Assessor's Parcel No.: 30-19-422-012; 30-19-422-013

COUNTY OF COOK

EASEMENT AND ASSIGNMENT AGREEMENT

This Easement Agreement ("**Agreement**") dated as of August 4, 2022 (the "**Effective Date**"), by and between **David R. Ash, Jr., Trustee of David R. Ash Jr. Revocable Trust u/t/d October 25, 1995 ("Grantor")** and **Kingery Steel Fabricators Inc ("Kingery Steel")** 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.

Site No: 303873
Site Name: Lansing IL 6

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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. Notwithstanding anything to the contrary contained herein, within 90 days of the termination of the Agreement as provided in this section, Grantee shall remove all communications equipment and other personal property from the Exclusive Easement Area, including the removal of any foundation to six (6) inches below grade, but not including underground utilities, if any, and shall restore the Exclusive Easement Area to its original condition, reasonable wear and tear and casualty excepted.
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 90 days after the termination of this Agreement, Grantee and/or any applicable Permitted Parties shall 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, from entry into such Exclusive Easement Area. Notwithstanding the foregoing and only in the event of an emergency, which if unmitigated, would cause imminent bodily harm to any persons located on the Premises or results in property damage to Grantor's property or another, Grantee agrees that Grantor shall be permitted to enter the Exclusive Easement Area. Thereafter Grantor shall call (i) the local emergency services, to the extent that it is reasonably appropriate to do so, (ii) Grantee's Landlord Relations Department at 1-866-586-9377 (Option1), and (iii) Grantee's Network Operations Center at 1-877-518-693.
 - 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 attempt not to 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

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Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. However, the Grantee, its successors or assigns, shall not in turn interfere with the ongoing business operations of Grantor, its heirs, successors, and/or assigns, nor Kingery Steel Fabricators, Inc. its successors or assigns, regarding the Access and Utility Easement use during the entire agreement period or term. 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 may 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, 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 respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision with the consent or approval of Grantor.

7. Relocation of Access Easement. Grantor shall have the right to relocate the existing access easement at Grantor's sole expense. Grantor shall notify Grantee and deliver to Grantee a copy of the survey and legal description depicting the new proposed access easement location. In addition, if requested by Grantee, Grantor shall conduct a Phase 1 environmental survey, at Grantee's expense and using a surveyor approved by Grantee, of the proposed relocation area. Grantee shall have the right to approve the relocation site, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee however shall have the right to deny approval of any proposed relocation where a Phase 1 environmental survey indicates a violation or potential violation of any local, state or federal environmental law or regulation. Grantor shall also obtain the necessary jurisdiction and government approvals for the requested access relocation. In the event Grantor elects to relocate the access easement, such alternate location shall provide access to the Premises of the same or similar quality and accessibility as exists on the date hereof. Grantor agrees that such access easement will not interrupt Grantee's daily operation of the tower site, including but not limited to access to the site (by foot and vehicle, including trucks) 24 hours a day / 7 days a week.

8. Indemnification. Grantee shall and hereby does indemnify and hold Grantor harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney's fees and costs) actually incurred, asserted, and/or suffered (collectively, the "**Losses**"), whether to persons or property, arising directly from Grantee's negligence, gross negligence or willful misconduct in its use of the Easements and the negligence, gross negligence or willful misconduct of Grantee's employees, agents, contractors, guests, licensees, or invitees in their use of the Easements; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Grantor or any of Grantor's employees, agents, contractors, and/or invitees. Grantor shall and hereby does indemnify and hold Grantee harmless from all Losses, whether to persons or property, arising directly from Grantor's negligence, gross negligence or willful misconduct in its use of the Premises and the negligence, gross negligence or willful misconduct of Grantor's employees, agents, contractors, guests, licensees, or invitees in their use of the Easements; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Grantee or any of Grantee's employees, agents, contractors, and/or invitees.

9. 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.

10. 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. If any

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such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

11. 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 the Lease of Kingery Steel Fabricators, Inc and 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) 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 (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

12. 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. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises that are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), 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 the same by Grantor. Anything to the contrary notwithstanding, Grantor shall not be entitled to reimbursement from Grantee for any costs associated with an increase in the value of Grantor's real property calculated based on any monetary consideration paid from Grantee to Grantor. Additionally, Grantor is only eligible for reimbursement by Grantee for any applicable taxes if 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. During the entire agreement, Grantee shall pay when due all real estate taxes concerning parcel PIN 30-19-422-016 in Cook County, Illinois unless taxing authority refuses to accept payment. Failure by Grantee to pay the Real Estate Taxes on parcel 30-19-422-016 annually in Cook County, Illinois when due will cause a tax delinquency. Grantor may pay the delinquent

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taxes, after giving Grantee a thirty (30) day notice of payment, and shall have the right to demand reimbursement from Grantee, which reimbursement payment Grantee shall make within thirty (30) days of such demand by Grantor.

a. Grantor may cause the area comprising the Easement Areas to be legally or otherwise subdivided from any master tract of which it is a part of such subdivision and shall be in accordance with all applicable law, including, but not limited to, local zoning regulations as they pertain to wireless telecommunications facilities. Grantor shall and hereby does indemnify and hold harmless Grantee from any and all damages and costs incurred by Grantee as a result of Grantor's failure to adhere to the requirements of this section. Grantor shall provide Grantee with written notice of any subdivision along with identification of the new parcel (including the tax parcel number) upon which the Easement Areas shall thereafter be located. In the event it is discovered that Grantor's subdivision of the Premises results in a violation or possible violation of applicable zoning laws and such violation or possible violation thereafter results in Grantee's inability to utilize the Easement Areas as contemplated in this Agreement, upon written notice by Grantee, Grantor shall undertake any and all acts necessary to cause the Easement Areas to comply with all applicable zoning laws. In no event shall Grantor undertake a subdivision of the Premises that results in the Exclusive Easement Areas being located on more than one parcel and, in addition, any subdivision of the Premises shall insure that Grantee retains easements for access and utility purposes of the same or greater quality that exist as of the Effective Date from the Exclusive Easement Area to a public right of way. Grantor shall not suffer, or create, 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.

b. 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.

c. 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.

d. 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. Grantee hereby agrees to and does indemnify and shall defend and hold harmless Grantor 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 Grantee of any representation, warranty or covenant of Grantee contained herein.

e. The representations shall survive the execution and delivery of this Agreement for a period of two (2) years, The warranties covenants, agreements when made, and indemnities when made contained in this section shall survive the term of the agreement.

13. **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 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.

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Grantor, for itself, its successors and assigns, hereby agrees where economically possible and feasible to use its best efforts to prevent the occurrence of any of the foregoing acts caused by Grantor 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.

14. 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.

15. 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: David R. Ash Jr.
1050 S Euclid
Elmhurst, IL 60126

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: Kingery Steel Fabricators Inc.
c/o David R Ash Jr.
16895 Chicago Ave
Lansing, IL 60438

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.

16. 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.

17. 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 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.

18. 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.

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19. **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.
20. **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.
21. **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.
22. **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.
23. **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. 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.
24. **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 permitted use of the Easements in accordance with this Agreement and to take such action as Grantee may reasonably require to effectuate the intent of this Agreement. Grantor hereby agrees to respond to all written requests from Grantee for execution of

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documents within thirty (30) days of Grantor's receipt of any such request(s). If Grantor does not respond to Grantee's written request to execute such document(s) including, without limitation, a land-use, building permit or zoning application directly related to the permitted uses of the Easement Areas as contemplated under this Agreement, within said thirty (30) day period, Grantor hereby appoints Grantee as Grantor's attorney-in-fact for the limited purpose of preparing, executing, delivering, and submitting any such documents that are directly related to Grantee's permitted uses of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

25. 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.

26. Waive: 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 OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

27. 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.

28. Grantee and its successors and/or assigns shall maintain the Easement Areas in good and safe condition and in compliance with all ordinances, laws, and regulations. Grantee, its successors and/or assigns, shall not do anything in the Easement areas which could cause either Kingery Steel Fabricators, Inc. its successors and/or assigns or Grantor, its heirs and/or assigns to incur any damages or losses whatsoever during the entire agreement period or term. Grantee, its successors and/or assigns, shall maintain all equipment, including the cell tower, in good repair during the entire agreement period.

29. Grantee shall at all times during the Term of this Agreement and at Grantee's sole cost and expense, maintain in effect Worker's Compensation insurance with statutory limits and General Liability insurance to cover bodily injury and property damage, adequate to protect Grantee against liability for bodily injury or death of any person in connection with the use, operation and condition of the Easement Areas, in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) of combined single limit bodily injury and property damage coverage with not less than Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. These limits can be met using the general liability policy limits and umbrella/excess limits. Such policy shall cover the Easement Areas and include Grantor, its successors, and assignees as an additional insured. Along with Kingery Fabricators Inc, its successors and/ or assignees as additionally insured.. Within thirty (30) days of Grantee's receipt of a written request from Grantor, and no more than once per calendar year, Grantee shall deliver a certificate of insurance to Grantor evidencing the insurance requirements set forth in this section.

30. Kingery Steel Fabricators, Inc, hereby joins in this agreement for the purposes of benefiting therefrom and consenting thereto.

31. Trustee Authority. The undersigned trustee(s) of the David R. Ash Jr. Revocable Trust u/t/d October 25, 1995 (the "Trust") hereby certify(ies) as follows:

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- a. I/We am/are the current trustee(s) of the Trust;
- b. The trustee(s) of the Trust has/have the authority to act with respect to real estate owned by the Trust, and has/have the full and absolute power under said Trust to enter into this Agreement and no third party shall be bound to inquire whether the trustee(s) has/have said power or is/are properly exercising said power by doing the same;
- c. There are no facts which constitute conditions precedent to acts by the trustees or which are in any other manner germane to the affairs of the Trust; and
- d. As of the Effective Date, the Trust has not been amended, revoked or terminated and is in full force and effect.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

2 WITNESSES

David R. Ash Jr. Revocable Trust u/t/d October 25, 1995

Signature: [Handwritten Signature]
Print Name: David R. Ash Jr., Trustee
Title: PRESIDENT, KINGED/STEEL
Date: 7/8/22

Signature: [Handwritten Signature]
Print Name: NORA RAMIREZ

Signature: [Handwritten Signature]
Print Name: Michael Gwynne

WITNESS AND ACKNOWLEDGEMENT

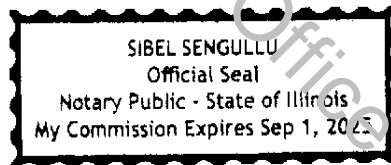
State/Commonwealth of IL

County of COOK

On this 8th day of July, 2022, before me, the undersigned Notary Public, personally appeared David R. Ash 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.

[Handwritten Signature]
Notary Public
Print Name: Sibel Sengullu
My commission expires: 9/1/2025



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

Kingery Steel Fabricators Inc

Signature: [Signature]
Print Name: David R. Ash Jr.
Title: President
Date: 7/8/22

2 WITNESSES

Signature: [Signature]
Print Name: Nora Ramirez
Signature: [Signature]
Print Name: Michael Cwyggar

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of IL

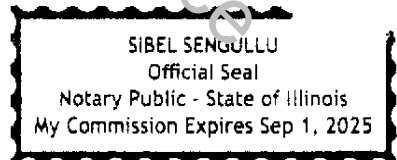
County of COOK

On this 8th day of July, 2022, before me, the undersigned Notary Public, personally appeared David Ash 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.

[Signature]
Notary Public
Print Name: Sibel Sengullu
My commission expires: 9/1/2025

[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: _____
Date: Senior Counsel, US Tower
8/4/2022

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

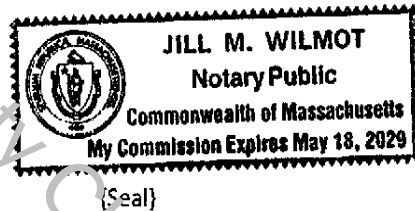
Commonwealth of Massachusetts

County of Middlesex

On this the 4th day of August 2022, 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,

Jill M. Wilmot
Notary Public Jill M. Wilmot
My Commission Expires: 5-18-2029



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"
Parent Parcel/Benefiting Parcel

This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee upon reasonable review and approval of Grantor.

The Parent Parcel consists of the entire legal lots owned by the Grantor of which the Easements are a part thereof

The following described real estate, situated in Cook County, Illinois, to-wit:

That part of Lot 8 in Leachwood Industrial Park being a Subdivision of part of a Subdivision of the East 66.35 acres of the West Fraction of the South East ¼ of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois lying North of the Easterly prolongation of the North Line of Lot 6 in aforesaid Subdivision in Cook County, Illinois.

Along with:

The South 110 feet of Lot 5 in Leachwood Industrial Park being a Subdivision of a part of a Subdivision of the East 66.38 acres of the West Fraction of the South East ¼ of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Along with:

The North 100 feet of the South 210 feet of Lot 5 in Leachwood Industrial Park, a Subdivision of part of the subdivision of the East 66.38 acres of West part of the South East ¼ of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

This being the same property conveyed to David K. Ash, Jr. Revocable Trust Dated October 25, 1995 from Pinnacle Bank, an Illinois Banking Corporation, as Trustee in Trustee's Deed dated February 10, 1998 and recorded October 15, 1998 as Instrument No. 98327534.

Being Cook County, IL parcel numbers 30-19-422-012, 30-19-422-013, 30-19-422-015,

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EXHIBIT "B"
Exclusive Easement Area

This Exhibit B may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee upon reasonable review and approval of Grantor. option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor easements

THAT PART OF LOT EIGHT IN LEACHWOOD INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF A SUBDIVISION OF THE EAST 66.38 ACRES OF THE WEST FRACTION OF THE SOUTHEAST QUARTER OF SECTION NINETEEN, TOWNSHIP THIRTY-SIX NORTH, RANGE FIFTEEN EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT SIX IN SAID LEACHWOOD INDUSTRIAL PARK SUBDIVISION; THENCE EAST ALONG THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT SIX A DISTANCE OF 243.03 FT. TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF SAID LOT SIX ON AN ASSUMED BEARING OF NORTH 00°00'00" EAST OF 50.00 FT.; THENCE NORTH 90°00'00" EAST 50.00 FT.; THENCE SOUTH 00°00'00" EAST 50.00 FT. TO A POINT ON THE EASTERLY PROLONGATION OF SAID NORTH LINE OF LOT SIX; THENCE SOUTH 90°00'00" WEST ON SAID LINE 50.00 FT. TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT "C"

Access and Utility Easement Area

This Exhibit C may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee upon reasonable review and approval of Grantor. that depict and/or describe the Access and Utilities 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 LOTS FIVE AND EIGHT IN LEACHWOOD INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF A SUBDIVISION OF THE EAST 66.38 ACRES OF THE WEST FRACTION OF THE SOUTHEAST QUARTER OF SECTION NINETEEN, TOWNSHIP THIRTY-SIX NORTH, RANGE FIFTEEN EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT SIX IN SAID LEACHWOOD INDUSTRIAL PARK SUBDIVISION; THENCE EAST ALONG THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT SIX A DISTANCE OF 243.03 FT.; THENCE ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF SAID LOT SIX ON AN ASSUMED BEARING OF NORTH 00°00'00" EAST 78.82 FT. TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING NORTH 39°45'40" WEST 40.56 FT. TO A POINT ON A LINE 110.00 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT FIVE IN SAID LEACHWOOD INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 90°00'00" WEST ALONG SAID PARALLEL LINE 219.37 FT. TO AN ANGLE POINT; THENCE NORTH 69°26'38" WEST 42.72 FT. TO A POINT ON A LINE 125.00 FT. NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF LOT FIVE; THENCE SOUTH 90°00'00" WEST ALONG SAID PARALLEL LINE 60.00 FT. TO AN ANGLE POINT; THENCE SOUTH 69°26'38" WEST 42.72 FT. TO A POINT OF A LINE 110.00 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT FIVE; THENCE SOUTH 90°00'00" WEST ALONG SAID LINE 152.72 FT. TO THE WEST LINE OF SAID LOT FIVE; THENCE NORTH ALONG SAID WEST LINE 15.00 FT. TO A POINT OF INTERSECTION WITH A LINE 125.00 FT. NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF LOT FIVE; THENCE NORTH 90°00'00" EAST ALONG SAID PARALLEL LINE 150.00 FT. TO AN ANGLE POINT; THENCE NORTH 69°26'38" EAST 42.72 FT. TO A POINT ON A LINE 140.00 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT FIVE; THENCE NORTH 90°00'00" EAST ALONG SAID PARALLEL LINE 65.44 FT. TO AN ANGLE POINT ; THENCE SOUTH 69°26'38" EAST 42.72 FT. TO A POINT ON A LINE 125.00 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT FIVE IN SAID LEACHWOOD INDUSTRIAL PARK SUBDIVISION; THENCE NORTH 90°00'00" EAST ALONG SAID PARALLEL LINE 230.19 FT.; THENCE SOUTH 39°45'40" EAST 42.84 FT.; THENCE SOUTH 00°00'00" EAST 42.07 FT. TO A POINT OF INTERSECTION WITH A LINE 50.00 FT. NORTH OF AND PARALLEL WITH THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT SIX; THENCE WEST ALONG SAID 50.00 FT. NORTH PARALLEL LINE 15.00 FT.; THENCE NORTH 00°00'00" EAST 28.82 FT. TO THE POINT OF BEGINNING; EXCEPT THAT PORTION OF THE FOREGOING SITUATED WITHIN LOT EIGHT IN SAID LEACHWOOD INDUSTRIAL PARK SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT "D"

CURRENT AGREEMENT(S) ADDENDUM

That certain Site Lease dated December 2, 1985, between First National Bank of Cicero, not personally, but as Trustee under Trust No. 8633, as lessor, David R. Ash, Jr. and Joanne L. Ash, as lessor's beneficiaries, and Kingery Steel Fabricators, INC., an Illinois corporation and Rogers Radiocall, Inc., an Illinois corporation, as lessee, as amended.

- First Amendment to Site Lease dated December 31, 2007, between David R. Ash, Jr, Revocable Trust, as Lessor and SBC Tower Holdings, LLC, a Delaware limited liability company, as Lessee, as evidenced by that certain Memorandum of Lease recorded January 8, 2009, as Document Number 0900819015 in the records of Cook County, Illinois;
- Second Amendment to Lease Agreement dated August 28, 2015, between David R. Ash Jr. Revocable Trust u/t/d October 25, 1995, and SBC Tower Holdings, LLC, a Delaware limited liability company as evidenced by that certain Memorandum of Lease recorded February 26, 2016, as Document 1605739005 in the records of Cook County, Illinois.

Property of Cook County Clerk's Office