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Doc#. 2302013328 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/20/2023 12:37 PM Pg: 1 of 15

Prepared by and Return to:

Attorney, Emily Leary, Land Management
Site No: 304416
Site Name: Streamwood-south Barringt
c/o American Tower
10 Presidential Way
Woburn, MA 01801

Prior Recorded Lease Reference:

Doc No. 0400747273
State of Illinois
County of Cook

(Recorder's Use Above this Line)

STATE OF ILLINOIS

Assessor's Parcel No.: 01-34-300-006-0000 &
01-34-300-007-0000

COUNTY OF COOK

EASEMENT AND ASSIGNMENT AGREEMENT

This Easement Agreement ("**Agreement**") dated as of December 12th, 2022 (the "**Effective Date**"), by and between **PA & J Properties, LLC**, an Illinois limited liability company ("**Grantor**") and **American Tower Asset Sub, 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

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forth herein and the Exclusive Easement Area 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.

2. 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.

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 120 days of the termination of the Agreement as provided in this section, Grantee shall remove all of its communications equipment and other personal property from the Exclusive Easement Area, including the removal of any foundation to one (1) foot below grade, but not including underground utilities, if any, and shall restore, subject to the condemnation provisions set forth herein, 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, a communications tower, antennae and other personal property all in accordance with applicable law and 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. Grantee shall maintain any such property and the Exclusive Easement Area in good condition and repair in Grantee's commercially reasonable discretion. At any time during the Term, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Area. Grantee may make, without the consent or approval of Grantor and in accordance with applicable law, 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. 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, Grantee agrees that Grantor shall be permitted to enter the Exclusive Easement Area only after Grantor has called (i) Grantee's Network Operations Center at 1-877-518-6937, (ii) Grantee's Landlord Relations Department at 1-866-586-9377 (Option1), and (iii) the local emergency services, to the extent that it is reasonably appropriate to do so.

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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 materially interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. 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 without the consent or approval of Grantor.

7. 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 located within a two (2) mile radius 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. Notwithstanding the foregoing, this Section shall not apply to other towers, agreements, or leases in existence as of the Effective Date.

8. INSURANCE.

a. At all times after the Effective Date, Grantee shall maintain, or cause to be maintained, in and effect and at its sole cost and expense, the following types and limits of insurance:

1. Commercial general liability insurance per ISO form CG 00 01 or equivalent with limits of One Million Dollars (\$1,000,000) per occurrence (combined single limit) including bodily injury and property damage in an amount of One Million Dollars (\$1,000,000) annual aggregate for each personal injury and products and completed operations. Additionally, Grantee shall obtain and maintain at all times an excess liability (umbrella) policy in the amount of Two Million dollars (\$2,000,000). The policy shall provide customary contractual liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; and
2. Worker's Compensation Insurance meeting applicable statutory requirements and employer's liability insurance with limits of One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) per disease, per employee, Five Hundred Thousand Dollars (\$500,000) per disease, policy limits; and
3. Business Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Grantee, its employees and agents on or about the Property with limits One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage; and
4. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis; and
5. The coverage amounts set forth above may be met by blanket policies and by a combination of underlying and umbrella policies so long as, in combination, the limit equal or exceed those stated, and
6. All insurance policies, except for Worker's Compensation, property and Employers Liability Insurance shall include Grantor, its officers, elected officials, employees, agents, as additional insureds by blanket endorsement, and shall state that the insurance provided to the additional insureds shall apply on a primary and noncontributory basis as to Grantee's negligence for the

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benefit of the additional insureds before the additional insureds' own primary insurance or self-insurance shall be called upon to protect their named insured(s); and

7. All insurance shall provide that it will not be canceled or non-renewed, or required coverages not replaced until Grantor has received at least thirty (30) days written notice of such cancellation or change; and
8. After the first five years, and for every five years thereafter, Grantor shall have the right to require such coverages and limits as are comparable to those specified above, taking into account inflation, or to require such other coverages and limits that may be reasonably necessary to carry out the intent of this section or that may be based on reported claims experiences of Grantor in connection with similar telecommunications facilities with 60 days advanced written notice to Grantee and upon mutual agreement. Each policy which is to be endorsed (blanket) to add additional insureds herein under, shall (if reasonably available) contain severability of interests cross liability wording.

b. Insurance Companies. All insurance carriers and surplus line carriers providing coverage under this Agreement shall be eligible to do business by the State of Illinois and shall be rated at least A- VII or better by A.M. Best Company Insurance Guide.

c. Deductibles. Grantee agrees to indemnify and save harmless Grantor, its officers, affiliates, employees, invitees, agents or independent contractors, from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by Grantee under the terms of this Agreement.

d. Contractors. Grantee shall require that each and every one of its contractors and their subcontractors who perform work on the Premises carry, in effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type which Grantee is required to obtain under the terms of this section with appropriate limits of insurance and should provide proof of the same to Grantor upon Grantor's request.

9. Assignment. This Agreement may not be assigned or otherwise transferred by Grantee without the prior written consent of, or notice to, the Grantor; provided, however, that Grantee may assign this Agreement, in whole or in part, to affiliates and/or successors in interest to fulfill the obligations of Grantee hereunder. For all other assignments requiring Grantor's prior written consent, such consent shall not be unreasonably withheld, delayed or conditioned upon the payment of any additional consideration, except as set forth herein. The financial capacity of an assignee and capability of an assignee to fulfill the obligations hereunder shall be a reasonable consideration in Grantor granting or denying its consent hereunder. For any assignment requiring Grantor's consent, Grantee shall pay Grantor's reasonable costs in connection with such consent request in an amount not to exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). If any such assignee agrees to assume all of the obligations of Grantee hereunder, then Grantee shall be relieved of all of its obligations, duties and liability hereunder.

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 except those of record; (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 actual 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 actual 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 actual 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 actual 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; (x) the Easement Areas do not constitute

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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 Grantor or any party claiming through or under Grantor.

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. 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 two (2) 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 thirty (30) days of receipt of a written reimbursement request from Grantor. Grantee shall pay, prior to delinquency, 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 provide Grantor with written notice of such taxes due. If Grantor fails to pay such taxes within ten (10) days of receipt of Grantee's written notice, Grantee shall have the right, but not obligation, to pay such taxes on Grantor's behalf and: (i) demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (ii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Grantor may cause the area comprising the Easement Areas to be legally subdivided from any master tract of which it is a part so long as such subdivision is in accordance with all applicable laws, 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 (including attorney's fees and court costs) 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 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. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

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 in any material way 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

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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 commercially reasonable, actual out-of-pocket 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. 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 commercially reasonable, actual out-of-pocket 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.

i. 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 any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas in any material way. 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 reasonable 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 acknowledges that as of the Effective Date Grantor's use of the Premises does not interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas in any material way. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

12. **Termination of Ingress, Egress and Utility Easement.** Grantee hereby terminates and surrenders all of its right to the ingress, egress and utility easement created by the Grant of Easement dated as of October 14, 1994, and recorded October 18, 1994, as document no. 94-892694. Within thirty (30) days of written request by Grantor, Grantee will provide Grantor with a recordable release of the Grant of Easement.

13. **Relocation of Access and Utility Easements.** Grantor shall have the right no more than three times during the Term to relocate the existing access easement (the "**Access Easement**") and the one-time right to relocate the existing utility easement (the "**Utility Easement**") at Grantor's sole cost and expense. Grantor shall provide Grantee with at least one hundred eighty (180) days' prior written notice of its intent to relocate the Access Easement and two (250) days' notice of its intent to relocate the Utility Easement. Such notices shall (i) include a copy of a survey (with a corresponding legal description) depicting the new proposed access easement location (the "**Proposed New Access Easement Area**") and/or the new proposed utility easement location (the "**Proposed New Utility Easement Area**") and (ii) identify the date on which Grantor desires to commence relocation activities. Additionally, if requested by Grantee, Grantor shall conduct a Phase 1 environmental site assessment of the Proposed New Access Easement Area and /or Proposed New Utility Easement Area, which assessment shall be conducted by environmental professionals approved by Grantee and shall be at Grantor's sole cost and expense. Grantor's proposed relocation of the Access Easement to the Proposed New Access Easement Area and proposed relocation of the Utility Easement to the Proposed New Utility Easement Area shall be subject to Grantee's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. The relocation of the Utility Easement shall also be subject to the prior written approval of Grantee's sublessees. Grantee, however, shall have the right to deny approval of any proposed relocation if a Phase 1 environmental survey, required herein, indicates a violation or potential violation of any local, state or federal environmental law or regulation in connection with, related to, and/or resulting from the proposed relocation of the

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Access Easement to the Proposed New Access Easement Area and/or the proposed relocation of the Utility Easement to the Proposed New Utility Easement Area. Grantor shall also obtain, at Grantor's sole cost and expense, any necessary jurisdiction and government approvals, consents, and permits for the requested access relocation. In all events, any Proposed New Access Easement Area shall provide access to the Exclusive Easement Area of the same or similar quality and accessibility as exists as of the Effective Date hereof. Any Proposed New Utility Easement Area shall provide an area sufficient for utilities to run to the Exclusive Easement Area of the same or similar quality as exists as of the Effective Date hereof. Grantor agrees the relocation of the Access Easement and Utility Easement shall not materially interrupt Grantee's daily operation of the tower site, including, but not limited to, access to the site (by foot and vehicle, including trucks) on a 24 hours a day, 7 days a week basis. If Grantor or Grantee files an action for the enforcement or breach of this paragraph, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs actually incurred.

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 commercially reasonable 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, LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801

To Grantor: PA & J Properties, LLC
737 S MICHIGAN CT.
PALATINE, IL 60067

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

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

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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.

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.

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 not more than ninety-nine (99) years.

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.** The parties hereby acknowledge and agree that the Premises is currently subject to that certain Standard Lease Agreement dated April 27, 1994 originally by and between Peter Vergados and Angie Vergados and Smart SMR of Illinois, Inc., a Delaware corporation d/b/a Nextel Communications, as amended from time to time (collectively, the "**Lease**"), as evidenced by that certain memorandum of lease recorded in the records of Cook County, Illinois. Grantor hereby acknowledges and agrees that there currently exists no default under the Lease, and no conditions that, with the passage of time, would constitute a default under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee all of Grantor's rights, title and interests in, to, and/or under the Lease, including, without limitation, all rents and other monies due to Grantor under the Lease from and after the Effective Date, and Grantee hereby accepts and assumes all of the obligations which are the responsibility of the landlord under the Lease from and after the Effective Date. Grantor hereby indemnifies and holds Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained ("**Losses**") against or by Grantee and/or the Permitted Parties with respect to or in connection with matters arising or accruing under the Lease prior to the Effective Date, however 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 and/or the Permitted Parties. Grantee hereby indemnifies and holds Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and

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costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantor with respect to or in connection with matters arising or accruing under the Lease from and after the Effective Date, however 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, or contractors.

24. Further Acts. Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents reasonably 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 agrees to respond to all written requests from Grantee for execution of documents within thirty (30) days of Grantor's receipt of any such request(s).

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. With Grantor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned upon any additional consideration, Grantee may 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, provided the same does not materially alter the Easement Areas in any way.

26. 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 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 promptly provide notice of the proceeding to Grantee within no more than five (5) days. 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

PA & J Properties, LLC,
an Illinois limited liability company

Signature: Patty Nuccio
Print Name: Patty Nuccio
Title: Manager
Date: 11/14/22

Signature: Jane Klemperer
Print Name: Jane Klemperer
Signature: Rob MacKempert
Print Name: ROB MAC KEMPERT

WITNESS AND ACKNOWLEDGEMENT

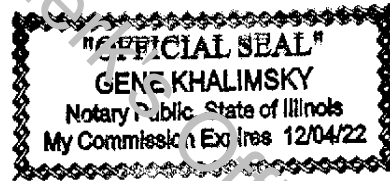
State/Commonwealth of IL

County of Cook

On this 14 day of November, 2022, before me, the undersigned Notary Public, personally appeared Patty Nuccio, 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: GENE M. Khalimsky
My commission expires: 12/04/2022



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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GRANTEE:

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

Signature: *Carol Maxime*
Print Name: Carol Maxime
Title: Senior Counsel, US Tower
Date: 12/12/2022

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this the 12th day of December 2022, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior 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.

Renee Byrd
Notary Public
My Commission Expires: _____



RENEE BYRD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 27, 2023

[Seal]

Attachments:

- Exhibit "A" – Premises
- Exhibit "B" – Exclusive Easement Area
- Exhibit "C" – Access and Utility Easement Area

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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

The following described real estate situated in the County of Cook, State of Illinois, to wit:

Parcel One:

That part of the South West quarter of Section 34, Township 42 North, Range 9 East of the Third Principal Meridian described as follows: commencing at a point in the West line of said Section 34, 1761 feet North of the South West corner of said Section; thence North on said Section line 444.8 feet; thence East 416 feet; thence South 502.4 feet to the center line of the public highway known as Higgins Road; thence North Westerly along the center line of said road 444.8 to the place of beginning, excepting from said premises that part conveyed to the State of Illinois for highway by deed recorded as Document 12080573; also excepting from said premises that part thereof described as follows: Beginning at the intersection of the East line of the West 416 feet of the West half of the South West quarter of said Section 34 with the Northerly line of the right of way of Higgins Road as conveyed to the State of Illinois by deed recorded as Document 12080573; thence Westerly on the Northerly line of said Right of Way 264.90 feet; thence Northerly on a line drawn at right angles to the Northerly line of said right of way 190.17 feet; thence Easterly parallel with the Northerly line of said right of way 193.23 feet more or less to the East line of said West 416 feet; thence South on East line of said West 416 feet 203.22 feet more or less to the place of beginning; also excepting from said premises that part of said premises described as follows: Beginning at a point in the Northerly line of the right of way of Higgins Road as conveyed to the State of Illinois by deed recorded as Document 12080573, 264.90 Westerly (as measured along said Northerly right of way line) as its intersection with the East line of the West 416 feet of said West half of the South West quarter; thence Northerly on a line drawn at right angles to said Northerly line of right of way 239.08 feet; thence Westerly on a line forming an angle of 72 degrees 40 minutes from South to West with the last described line 252.833 feet to a point in the West line of said West half of the South West quarter 175 feet North of its intersection with the Northerly line of Higgins Road; thence South on the West line of said West half of the South West quarter of the Northerly line of the right of way of Higgins Road; thence Easterly on the Northerly line of said right of way 179.63 feet more or less to the place of beginning, all in Cook County, Illinois.

Parcel Two:

That part of the West four hundred sixteen (416) feet (except the North four hundred twenty eight and nine tenths (428.9) feet thereof) of the West half of the South West quarter of Section thirty four (34), Township forty two (42) North, Range Nine (9), East of the Third Principal Meridian, described as follows: Beginning at the intersection of the East line of the West four hundred sixteen (416) feet of the West half of the South West quarter of said Section thirty four (34) with the Northerly line of the right of way of Higgins Road as conveyed to the State of Illinois by deed recorded as Document 12080573; thence Westerly on the Northerly line of said right of way two hundred sixty four and ninety one hundredths (264.90) feet; thence Northerly on a line drawn at right angles to the Northerly line of said right of way one hundred ninety and seventeen one hundredths (190.17) feet; thence Easterly parallel with the Northerly line of said right of way one hundred ninety three and twenty three one hundredths (193.23) feet more or less to the East line of said West four hundred sixteen (416) feet; thence South on East line of said West four hundred sixteen (416) feet, two hundred three and twenty two one hundredths (203.22) feet more or less to the place of beginning, in Cook County, Illinois.

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Exhibit "A" (Continued)

Parcel No. 01-34-300-006-0000 & 01-34-300-007-0000

This being the same property conveyed to PA & J Properties, LLC, an Illinois limited liability company from Angeliki (Angie) Vergados Declaration of Trust dated March 29, 2001 in deed dated March 10, 2011 and recorded April 5, 2011 as Instrument No. 1109503027, said deed was corrected by the Corrective Trustees Deed recorded 1/13/23 as Instrument No. 2301333281 to correct the Grantor to Panagiotti (Peter) Vergados, Trustee of the Pangioti (Peter) V. Vergados Declaration of Trust, dated March 29, 2011.

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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 at Grantee's option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor easements

A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF THE PARENT PARCEL (PARCEL TWO ID #01-34-300-006) PER DOCUMENT NUMBER 995940566, BEING THE INTERSECTION OF THE EAST LINE OF SAID PARCEL AND THE NORTHERLY RIGHT-OF-WAY OF HIGGINS ROAD (VARIABLE WIDTH, PUBLIC) PER DOCUMENT 12080573; THENCE NORTH 00°00'00" EAST ALONG EASTERLY LINE OF SAID PARCEL A DISTANCE OF 203.22 FEET TO THE NORTHEAST CORNER OF SAID PARCEL TWO; THENCE NORTH 73°27'17" WEST A DISTANCE OF 188.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 69°21'00" EAST A DISTANCE OF 73.95 FEET; THENCE SOUTH 20°39'00" WEST A DISTANCE OF 25.00 FEET; THENCE NORTH 69°21'00" WEST A DISTANCE OF 24.97 FEET; THENCE SOUTH 20°39'00" WEST A DISTANCE OF 23.00 FEET; THENCE NORTH 69°21'00" WEST A DISTANCE OF 48.98 FEET; THENCE NORTH 20°39'00" EAST A DISTANCE OF 48.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,975 SQUARE FEET OR 0.061 ACRES.

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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 at Grantee's option that depict and/or describe the 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:

ACCESS EASEMENT:

AN ACCESS EASEMENT OVER/UNDER AND ACROSS ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF THE PARENT PARCEL (PARCEL TWO ID #01-34-300-006) PER DOCUMENT NUMBER 995940566, BEING THE INTERSECTION OF THE EAST LINE OF SAID PARCEL AND THE NORTHERLY RIGHT-OF-WAY OF HIGGINS ROAD (VARIABLE WIDTH, PUBLIC) PER DOCUMENT 12080573; THENCE NORTH 00°00'00" EAST ALONG EASTERLY LINE OF SAID PARCEL A DISTANCE OF 203.22 FEET TO THE NORTHEAST CORNER OF SAID PARCEL TWO; THENCE NORTH 73°27'17" WEST A DISTANCE OF 188.72 FEET TO THE NORTHWEST CORNER OF AN ATC EXCLUSIVE EASEMENT AREA AND THE POINT OF BEGINNING; THENCE NORTH 20°39'02" EAST A DISTANCE OF 63.99 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF PARCEL ONE; THENCE NORTH 86°41'00" WEST ALONG SAID LINE AND THE EXTENSION THEREOF A DISTANCE OF 258.07 FEET; THENCE NORTH 00°00'00" WEST ALONG THE CENTERLINE OF BARTLETT ROAD (VARIABLE WIDTH/PUBLIC) A DISTANCE OF 20.03 FEET; THENCE SOUTH 86°41'00" EAST A DISTANCE OF 281.18 FEET; THENCE SOUTH 20°39'02" WEST A DISTANCE OF 89.62 FEET TO THE NORTHERLY LINE OF SAID EASEMENT AREA; THENCE NORTH 69°21'00" WEST ALONG SAID EASEMENT LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 6,545 SQUARE FEET OR 0.15 ACRES.

UTILITY EASEMENT:

A UTILITY EASEMENT OVER/UNDER AND ACROSS ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF THE PARENT PARCEL (PARCEL TWO ID #01-34-300-006) PER DOCUMENT NUMBER 995940566, BEING THE INTERSECTION OF THE EAST LINE OF SAID PARCEL AND THE NORTHERLY RIGHT-OF-WAY OF HIGGINS ROAD (VARIABLE WIDTH, PUBLIC) PER DOCUMENT 12080573; THENCE NORTH 00°00'00" EAST ALONG EASTERLY LINE OF SAID PARCEL A DISTANCE OF 203.22 FEET TO THE NORTHEAST CORNER OF SAID PARCEL TWO; THENCE NORTH 73°27'17" WEST A DISTANCE OF 188.72 FEET TO THE NORTHWEST CORNER OF AN ATC EXCLUSIVE EASEMENT AREA AND THE POINT OF BEGINNING; THENCE SOUTH 20°39'00" WEST ALONG THE WESTERLY LINE OF SAID EASEMENT AREA A DISTANCE OF 48.00 FEET TO THE SOUTHWEST CORNER OF SAID EASEMENT AREA; THENCE SOUTH 69°21'00" EAST ALONG THE SOUTHERLY LINE OF SAID EASEMENT AREA A DISTANCE OF 24.00 FEET; THENCE SOUTH 20°39'00" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 69°21'00" WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 20°39'02" WEST A DISTANCE OF 113.65 FEET TO THE SAID NORTHERLY RIGHT-OF-WAY; THENCE NORTH 69°21'00" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 9.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL TWO; THENCE NORTH 20°39'02" EAST ALONG THE WESTERLY LINE OF SAID PARCEL TWO A DISTANCE OF 176.65 FEET; THENCE SOUTH 69°21'00" EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,697 SQUARE FEET OR 0.039 ACRES.