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This instrument prepared by:

Permanent Tax Index
No. 95-34-101-017

Stephen M. Dorfman
ALTHEIMER & GRAY
10 South Wacker Drive
Chicago, Illinois 50606

SITE AGREEMENT NO. 146 - WILMETTE, ILLINOIS

THIS AGREEMENT, made as of the 5th day of September, 1990, between THE FIRST ILLINOIS BANK OF EVANSTON, N.A., (the "Trustee") as Trustee under Trust Agreement dated June 15, 1981 and known as Trust No. R-2663 and LARS NILSSON (the "Beneficiary"), the sole beneficiary and holder of the entire power of direction of said trust, jointly as lessor ("Lessor"), and CELLULAR ONE® - CHICAGO, a division of Southwestern Bell Mobile Systems, Inc., a corporation incorporated under the laws of the State of Delaware and the Commonwealth of Virginia, as lessee ("Lessee"):

W I T N E S S E T H:

IN CONSIDERATION of the terms hereof, the parties hereto agree as follows:

1. Lessor hereby demises and leases to Lessee certain premises consisting of certain indoor space on the first (1st) floor and certain outdoor space on, above and about the roof, parapet walls and penthouse walls, all of which are part of the building ("Building") commonly known as 1215 Washington Street, Wilmette, Illinois, and the real estate on which the Building is located (the "Real Estate") situated in the Village of Wilmette, in the County of Cook and State of Illinois, described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and made a part hereof, which premises are partially and approximately depicted on those certain drawings ("Drawings") identified as 1215 Washington, Wilmette, Illinois Site 146, Job Number 60027, prepared by Louis C. Cordogan Architect P.C., pages numbered A1-A4, dated June 29, 1990, as amended, copies of which are attached hereto and made a part hereof as Exhibit C, together with all right, title and interest of Lessor in and to all easements, privileges and other appurtenances pertaining to the Building and the Real Estate (which Real Estate and the aforesaid right, title and interest of Lessor shall hereinafter collectively be called the "Premises"), and hereby grants and conveys to Lessee certain Easements (as such phrase is hereinafter defined) appurtenant to the Premises: TO HAVE AND TO HOLD the Premises and the Easements unto Lessee, for the benefit of Lessee, its affiliates and their respective lenders, mortgagees, deed of trust trustees, consultants, subtenants, employees, agents, partners, shareholders, directors, officers, contractors, subcontractors and licensees and their respective successors, and assigns (collectively, "Lessee's Related Parties"), for a term (the "Term") commencing on the date of this agreement and expiring October 31, 2015, and for any Extended Terms (as hereinafter defined).

2. A. Lessee shall pay rent for the Premises, as provided below, to Beneficiary, at 874 Green Bay Road, Winnetka, Illinois 60093, or such other person or place as Lessor may designate from time to time by notice to Lessee. Lessor's federal tax identification number is 345-64-8587.

B. On or about the date hereof, Lessee shall make a one-time, non-refundable, non-proratable rent payment of \$500.00 to cover the period from the date hereof until the commencement of monthly rent payments as hereinafter provided.

C. Rent shall be payable monthly commencing with the first to occur of (i) the first day of the calendar month following Lessee's receipt of the last of the necessary local, state and federal approvals, licenses and permits so as to permit construction on and use of the Premises for all of the purposes permitted by this agreement (such approvals, licenses and permits hereinafter collectively called the "Approvals"), and (ii) the first day of the calendar month following Lessee's commencement of construction pursuant to this agreement. Subject to the preceding sentence, monthly rent shall be payable in advance on the first day of each calendar month of the Term through

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the date of expiration of the Term, or such earlier date as this agreement is terminated, in the amounts set forth in Schedule 1 attached hereto and made a part hereof.

D. Lessee shall have two (2) options to extend the Term of this agreement for two (2) additional periods of five (5) years (the "Extended Terms"), which may be exercised by giving written notice ("Lessee's Option Notice") to Lessor at least sixty (60) days prior to the expiration of the original Term. All of the terms and provisions of this agreement shall be in effect during the Extended Terms, and the monthly rent payable during the Extended Terms shall be as set forth in Schedule 1 attached hereto. The word "Term" as used in this agreement shall be deemed to include the Extended Terms when and as Lessee's option to extend shall be exercised.

3. A. The Premises may be used for operation of a communications tower, radio equipment, antennas and microwave and other dishes and for transmitting and receiving communications signals, and, in connection therewith, for the installation, repair, maintenance, operation, housing and removal of antennas, microwave and other dishes, wires, cables, transmission lines, transmitters, receivers, appliances, machinery, trade fixtures and communications and other equipment (collectively, the "Equipment"), whether freestanding or located on or in improvements to be constructed upon or in the Premises, or for any other, related or similar, lawful purpose.

B. Lessor shall not use or permit use of the Real Estate or any improvements now or hereafter constructed upon the Real Estate for transmitting or broadcasting of radio, television or other communications signals or for any other use which interferes with or materially impairs, restricts or limits Lessee's cellular telecommunications operations or Lessee's use of the Premises as contemplated by this agreement.

C. It is understood that Lessee shall have the right to install and attach a maximum of four (4) arrays of devices for transmitting and/or receiving of radio and communications signals, with each array, consisting of not more than five (5) devices, to be mounted on the Building, or one or more attachments thereto, in the approximate locations as set forth in the Drawings or at such locations as Lessee shall deem appropriate in its reasonable discretion. Lessee shall have the right to substitute from time to time Equipment of similar kind and character, and shall also have the right to install and attach to the Building or one or more attachments thereto such other ancillary and accessory Equipment as shall be necessary or desirable in order to accomplish or enhance the aforesaid installations.

4. A. Lessor hereby grants and conveys to Lessee, for the benefit of Lessee and Lessee's Related Parties, the following non-exclusive easements ("Easements"), which shall remain in effect and shall be irrevocable during the Term and any Extended Terms:

(i) an Easement upon, over and across the Real Estate, and upon, over, across and through the sidewalks, driveways, entryways, aisles, hallways, stairways, loading docks and facilities, utility chases, pipes, shafts and other common areas and service areas of the Real Estate and the Building (collectively, the "Useful Areas"), all to provide access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, to and from the Premises from and to the nearest public way, and to provide parking and temporary storage for service vehicles, equipment and supplies during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating improvements and/or Equipment pursuant to this agreement;

(ii) an Easement upon, over, under, across and through portions of the Real Estate, and over, under, across and through those portions of the Useful Areas currently used, able to be used, or hereafter designated by Lessor to be used, for utility service purposes, all for the purpose of construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communication facilities as may be required in

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connection with the transmission and distribution of electricity, telephone and other communications and sounds and signals, and to provide access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, from and to the nearest public way, and to provide parking and temporary storage for service vehicles, equipment and supplies during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating such facilities; and

(iii) an Easement upon, over, under, across and through the Real Estate and such portions of the Useful Areas as is reasonably necessary for the effective exercise of Lessee's rights under this agreement, including, without limitation, an easement to use the Useful Areas for storage and use of construction materials and equipment during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating improvements or Equipment pursuant to this agreement, and during the time of set-up operations before, and clean-up operations after, any such construction, installation, removal, repair, relocation, replacement, maintenance or operation. After any such use, Lessee shall restore the area so used to at least as good a condition as before such use.

Lessor shall maintain, in good condition and repair, the areas covered by the Easements ("Easement Areas") throughout the Term and any Extended Terms. No additional rent or other payments shall be payable by reason of Lessor's grant of the Easements.

B. Lessor represents and warrants as follows:

(i) during the Term and any Extended Terms, Lessee and Lessee's Related Parties shall have free and unrestricted access for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment to and from the Premises in accordance with paragraph 4A(i) hereof, twenty-four (24) hours each and every day, seven (7) days each and every week, for the purpose of constructing, installing, removing, repairing, relocating, replacing, maintaining and operating Lessee's improvements and equipment;

(ii) during the Term and any Extended Terms, Lessor shall provide Lessee with a telephone number which, if called by Lessee or one of Lessee's Related Parties, will ring at a location that is staffed by Lessor or Lessor's agents twenty-four (24) hours each and every day seven (7) days each and every week; and Lessor shall notify Lessee promptly in the event of any change in such telephone number; and

(iii) Lessor shall not permit or suffer any interference with such free and unrestricted access.

C. At the request of Lessee or one of Lessee's Related Parties from time to time, and without further payment or consideration, Lessor shall grant and convey to Lessee and/or to the electric and/or telephone utility companies serving or authorized to serve the Premises, by and using such forms of instrument or easement agreement as are then being used by Lessee, any of Lessee's Related Parties or any of such companies, rights to use any existing poles owned by Lessor and/or easements upon, over, under and across portions of the Building, the Real Estate and other real estate owned by Lessor, (i) for the purposes of construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communication facilities as may be required in connection with the transmission and distribution of electricity, telephone and other communications and sounds and signals; and (ii) to provide access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, from and to the nearest public way; and (iii) to provide parking and temporary storage for service vehicles, equipment and supplies during any time, from time to time, that Lessee, one of Lessee's Related Parties or one or more of such companies is constructing, installing, removing, repairing,

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relocating, replacing, maintaining or operating such facilities or Lessee's improvements and/or Equipment; such easements to be on such terms and conditions as are customarily contained in such forms of instrument or easement agreement as are then being used by Lessee or any of such companies; and Lessor shall take any and all actions and execute, acknowledge and deliver any and all documents requested by Lessee, any of Lessee's Related Parties or any of such companies in order to accomplish the foregoing.

5. A. Trustee represents and Beneficiary warrants that Trustee owns good and marketable title in fee simple to the Premises and the Easement Areas, free and clear of all liens and encumbrances except as set forth on Exhibit D attached hereto and made a part hereof, and Lessor acknowledges that Lessee is relying upon the foregoing representation and warranty in entering into this agreement and in expending monies in connection herewith.

3. Lessor shall not encumber, create or permit any encumbrances, liens or restrictions on the title to the Real Estate or the Building which will adversely affect Lessee's use of the Premises or the Easements granted under paragraph 4 hereof. Provided Lessee is not in default under this agreement (beyond any period given the Lessee under this agreement to cure default), then:

(a) Lessee's right to possession of the Premises and the Lessee's other rights arising out of this agreement shall not be affected or disturbed by any lender holding a lien on or an interest in the Real Estate as security for a debt ("Mortgagee") in the exercise of any of its right under the instrument creating the Mortgagee's security interest ("Mortgage") or the instrument which the Mortgage secures. Further, Lessee shall not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under this agreement.

(b) In the event the Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, or by conveyance in lieu of foreclosure, this agreement shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding or transaction. Any sale by the Mortgagee of the Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to this agreement and the rights of the Lessee under this agreement, and Lessee covenants and agrees to attorn to the Mortgagee, or such person, as the new lessor hereunder, and this agreement shall continue in full force and effect as a direct agreement between the Lessee and Mortgagee, or such other person, upon all of the terms, covenants, conditions and agreements set forth in this agreement. However, in no event shall the Mortgagee or such other person be:

- (i) liable for any act or omission of the Lessor;
- (ii) subject to any offsets or deficiencies which the Lessee might be entitled to assert against the Lessor; or
- (iii) bound by any payment of rent made by the Lessee to the Lessor for more than one month in advance.

Notwithstanding anything to the contrary contained herein, Lessor and Lessor's beneficiaries shall, promptly after execution of this agreement procure from every Mortgagee, an executed non-disturbance agreement in the form customarily used by each such Mortgagee, which provides substantially that (a) this agreement shall be recognized by such Mortgagee, (b) Lessee's right to possession of the Premises and Lessee's other rights arising out of this agreement shall not be affected or disturbed by such Mortgagee in the exercise of any of its rights under its Mortgage, (c) all of the rights of Lessee hereunder, including, without limitation, Lessee's option to extend the Term of this agreement, shall remain in full force and effect during the Term and any Extended Terms, and (d) as long as Lessee attorns to such Mortgagee, its successors or assigns, and performs all of Lessee's obligations hereunder, Lessee will not (i) be named or joined in any action or proceeding to foreclose or terminate the interest of Lessor or to

enforce its Mortgage, or (ii) in any other way be deprived of its rights under this agreement.

C. Trustee represents and Beneficiary warrants that no litigation or governmental, administrative, or regulatory proceeding is pending, proposed, or threatened with respect to the Premises, the Easement Areas, the Building or the Real Estate, including, without limitation, claims of third parties.

D. Trustee represents and Beneficiary warrants that the Relevant Area (as defined in paragraph 5E below), is free of any asbestos or asbestos-containing material and shall remain free of same throughout the Term and any Extended Terms.

E. Lessor shall indemnify, defend, and hold harmless Lessee and Lessee's Related Parties (collectively, "Indemnitees") from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages or expenses, including, without limitation, attorneys' and expert witness' and consultants' fees (including, without limitation, the value of time spent by in-house personnel), sustained or incurred by indemnitees pursuant to any federal, state or local laws and implementing regulations, and/or the common law, dealing with matters relating to the environment and/or contamination of any type whatsoever caused or contributed to by Lessor and/or its predecessors, or originating from causes existent on or before the date of this agreement, including, without limitation: (i) any disposal of wastes including, without limitation, any toxic or hazardous substances, in, upon or beneath the Building, the Real Estate or the improvements now or hereafter located thereon or forming a part thereof (collectively, the "Relevant Area"), or into the water and sewerage systems which serve the Relevant Area; (ii) emissions, discharges, injections, spills, escapes, dumping, disposals, ground water or ambient air contamination, leaks, releases or threatened releases of pollutants, contaminants and/or chemicals into the environment (including, without limitation, ambient air, surface waters, ground waters or land); (iii) noise pollution; (iv) causes related to manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or solid or hazardous wastes; (v) causes related to tanks located in, upon or beneath the Relevant Area; and (vi) injury, illness and/or death (or an aggravation of a pre-existing injury or illness), which is related to the physical condition, contamination or environmental state of the Relevant Area; provided, however, that this indemnification shall not apply to any matters as aforesaid which are caused by, or arise from, Lessee's construction or other activities on, or use of, the Relevant Area.

6. A. Lessee shall pay all charges for utilities used by Lessee in connection with the Premises during the Term and any Extended Terms. In the event Lessee is waiting for permanent power from Commonwealth Edison and Lessee requests use of Lessor's power, Lessor shall provide such power and Lessee shall pay Lessor for the reasonable cost of providing such service.

B. In the event of any default hereunder by Lessor, or if Lessor otherwise

(i) takes any action in contravention of this agreement or which impairs or threatens to impair (a) Lessee's exercise of its rights under this agreement, (b) Lessee's use of the Premises or the Easement Areas as permitted hereunder, or (c) the condition or integrity of Lessor's title to the Premises or the Easement Areas as mandated by this agreement, or (d) the environmental status, condition or quality of the Premises, the Easement Areas or the Relevant Area, or

(ii) fails to take any action required by this agreement or required to preserve and maintain (a) Lessee's rights under this agreement, (b) Lessee's ability to use the Premises and the Easement Areas as permitted hereunder, or (c) the condition and integrity of Lessor's title to the Premises and the Easement Areas as mandated in this agreement, or (d) the environmental status, condition or quality of the Premises, the Easement Areas or the Relevant Area,

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then Lessee may, without being obligated to do so, immediately or at any time thereafter, without notice, cure such default or take action to reverse the effect of Lessor's action or inaction, all for the account and at the expense of Lessor; and if Lessee from time to time, by reason of such default, action or inaction by Lessor, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of money, then the sum so paid by Lessee, with interest thereon from the date so paid by Lessee to the date repaid by Lessor, at a rate of interest per annum equal to the rate of interest announced from time to time by American National Bank and Trust Company of Chicago as its prime lending rate to its most credit-worthy customers plus two percent (2%), shall be due from Lessor to Lessee upon demand, and Lessee may set-off or deduct such sum, including interest as aforesaid, from Lessee's rent obligations hereunder until Lessee is fully reimbursed therefor.

7. Lessee and Lessee's Related Parties shall have the right at any time during the Term and any Extended Terms, at their own expense (a) to construct or make any improvements of whatever kind or description upon or in the Premises, (b) to install Equipment upon or in the Premises, (c) to install Equipment such as cables, junction boxes and related or similar fixtures upon or in the Easement Areas, and (d) to remove any such improvements and Equipment so constructed, made or installed. Any and all improvements and Equipment so constructed, made or installed shall remain personal property and shall belong to and be removable by Lessee during the Term and any Extended Terms, and for a reasonable time after the expiration of the Term and any Extended Terms or such earlier date as this agreement is terminated.

8. A. Lessee shall keep its improvement and Equipment upon or in the Premises in good condition and repair in accordance with applicable state and municipal laws, except to the extent required due to a pre-existing condition of the Premises, which Lessee may, at its option, correct at Lessor's expense. At the expiration of the Term and any Extended Terms, or such earlier date as this agreement is terminated, except to the extent of any deficiency resulting from Lessor's failure to perform its obligations under this agreement, Lessee will yield up the Premises in at least as good a condition as when the same were entered upon by Lessee, loss by casualty and ordinary wear and tear excepted. Lessee may, at its own expense, and if necessary, in the name of, but without expense to, Lessor, contest, by appropriate proceedings conducted diligently and in good faith, the validity and applicability to this agreement, the Premises or the parties hereto of any law, statute, ordinance or requirement of any governmental authority, and Lessor shall cooperate with Lessee in such proceedings. Lessee need not comply with such law, statute, ordinance or requirement so long as Lessee shall be so contesting the validity or applicability thereof. If it is required to incur any expenses to make improvements to the Premises to comply with any law, statute, ordinance or requirement, then if and to the extent required due to a pre-existing condition of the Premises, Lessor shall be obligated to accomplish the same with all due diligence at Lessor's sole cost and expense; but to the extent not required due to a pre-existing condition of the Premises, Lessee may incur such expense or, at Lessee's election, Lessee may terminate this agreement by notice to Lessor.

B. Lessor shall maintain and keep in good condition, order and repair, and in compliance with state and municipal laws, the Useful Areas (as defined in paragraph 4A(i) hereof) and the foundations, walls (other than walls constructed by Lessee), ceilings and floors (other than ceilings and floors constructed by Lessee), windows, roofs, fixtures and structural columns and components of the Building, including, without limitation, the basic heating and electrical systems and fixtures installed or furnished by Lessor, unless such maintenance and repairs are necessitated by the negligent act or omission of Lessee, its agents, employees or invitees, in which case Lessee shall pay to Lessor the reasonable cost of such maintenance and repairs. Lessor shall also keep the Useful Areas adequately lighted, to the extent necessary for the normal use thereof.

C. Lessor shall use its best efforts to cause the services described in this agreement to be provided, maintained and, if interrupted, restored promptly. In the event that any services and utilities or access to the Premises should be interrupted, there shall be a proportionate abatement

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of the rent applicable to the month or months during which such interruption occurred.

D. If the Premises or the Building are made untenable by fire or other casualty, Lessor may elect (a) not to repair, restore or rehabilitate the Building or the Premises and to terminate this agreement as of the date of the fire or casualty by notice delivered to Lessee within twenty (20) days after that date, or (b) to repair, restore, or rehabilitate the Building or the Premises. If Lessor elects so to repair, restore or rehabilitate the Building or the Premises, Lessor shall do so at Lessor's expense within ninety (90) days after the date of the fire or casualty, in which event this agreement shall not terminate but rent shall be abated on a per diem basis while (a) the Premises are untenable, or (b) Lessee does not have full access to the Premises as required by Paragraph 4B hereof. If Lessor elects so to repair, restore or rehabilitate the Building or the Premises and does not substantially complete the work within the ninety (90) day period, Lessee may terminate this agreement as of the date of the fire or casualty by notice to Lessor not later than one hundred (100) days after the date of the fire or other casualty. Upon any termination pursuant to this paragraph 4D, notwithstanding anything to the contrary contained in this agreement, the Term and all of the obligations of the parties contained herein shall forthwith terminate and end (except for indemnification obligations under paragraph 5F and rights of first refusal under paragraph 27), and rent shall be apportioned on a per diem basis and be paid to the date of the fire or casualty.

E. If the Lessor is required by law to remove or demolish the entire Building or any substantial portion of Building including the Premises, or to remodel the entire Building or any substantial portion of the Building including the Premises so as to preclude Lessee's continued use of the Premises as provided in this agreement, Lessor shall have the right to terminate this agreement by notice delivered to Lessee at least one (1) year prior to the proposed termination date and in the event of such termination, Lessor shall reimburse Lessee prior to the effective date of such termination for the unamortized cost of leasehold improvements made to the Premises by or on behalf of Lessee.

9. Lessee and its agents may apply to governmental authorities and public utility companies, in Lessee's or Lessor's name, or jointly, for any Approvals and easements required of or deemed useful by Lessee for its use of the Premises, or in order to construct or make improvements, or to install Equipment, pursuant to this agreement. Lessor shall cooperate fully with Lessee in connection with the foregoing and, upon request of Lessee, shall take any and all actions and execute, acknowledge and deliver any and all documents and instruments reasonably requested by Lessee in connection therewith, including, without limitation, easements for public utilities. Lessee shall reimburse Lessor for any reasonable costs reasonably expended by Lessor in connection with the foregoing. Lessee shall pay all license, permit and inspection fees required in connection with its use of the Premises or the conduct of its business thereon.

10. This agreement and Lessee's obligations hereunder are contingent upon the occurrence of the following events on or before March 31, 1991:

- (a) Lessee shall have received the Approvals and easements referred to in paragraphs 2C, 4C and 9 hereof;
- (b) Lessee shall have received results of soil and/or radio frequency tests (to be obtained by Lessee at Lessee's expense) relating to the Premises, and such results are satisfactory to Lessee in its sole discretion; and
- (c) Lessor shall have furnished Lessee with evidence satisfactory to Lessee confirming the truth of Lessor's representation and warranty set forth in paragraph 5A hereof.

If one or more of such events shall not have occurred, then at Lessee's option, Lessee may terminate this agreement by giving a notice to Lessor on or before said date. Upon such termination by Lessee, the Term and all of

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Lessee's obligations contained herein shall forthwith terminate and end on the date specified in such notice. If Lessee terminates this agreement, Lessor shall be entitled to retain all rent theretofore paid by Lessee.

11. Lessee shall indemnify Lessor and the Premises from all liens or claims for lien for labor or material by reason of any work done or material furnished Lessee in connection with construction pursuant to this agreement. If any such lien or claim for lien is filed against the Premises, Lessor shall give Lessee notice thereof and demand that Lessee remove the same, and if the same is not removed within thirty (30) days after Lessee receives such notice and demand, then (and only then) Lessor may (unless within such thirty (30) day period Lessee furnishes to Lessor reasonable security to protect against such lien), without inquiring into the validity thereof, remove the same at its expense, and Lessee shall repay Lessor for any amounts so advanced within fifteen (15) days after receipt of Lessor's statement therefor.

12. A. During the Term and any Extended Terms, Lessor shall, at its expense, maintain in effect a policy or policies of insurance issued by a company or companies authorized to do business in Illinois, covering the Premises and the Building, providing full replacement cost protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against vandalism and malicious mischief; provided, however, that at any time that insurance providing full replacement cost protection is unavailable, Lessor shall maintain in effect insurance providing the greatest percentage of replacement cost protection as is then available. Lessor shall send Lessee certificates evidencing such coverage within a reasonable time after a request therefor by Lessee; provided that Lessee shall not make such a request more than a reasonable number of times.

B. During the Term and any Extended Terms, Lessee shall, at its expense, obtain liability insurance issued by a company authorized to do business in Illinois, providing coverage in limits of at least \$1,000,000.00, in the event of bodily injury or death or property damage, or both, as a result of any one accident or occurrence on the Premises. Lessee shall send a certificate therefor to Lessor within a reasonable time after receipt of Lessor's request therefor; provided that Lessor shall not make such a request more often than is reasonable.

13. Lessee and Lessor shall each be responsible for maintaining insurance covering their own property, whether or not located on the Premises. Lessor and Lessee each hereby waive any and all rights of recovery, claim, action, or cause of action, each may have against the other, its affiliates and their respective officers, directors, shareholders, partners, employees or agents, or any of their successors or assigns, on account of any loss or damage occasioned to Lessor or Lessee, its affiliates and their respective officers, directors, shareholders, partners, employees or agents, or any of their successors or assigns, as the case may be, or their respective property, by reason of fire, the elements or any other cause which could be insured against under the terms of standard all risk property insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees. Each party hereto, on behalf of its respective insurance companies insuring its property against any such loss, does hereby waive any right of subrogation that such companies may have against the other party hereto. The parties hereto covenant with each other that, to the extent such insurance endorsement is available, they will each obtain, for the benefit of the other, an explicit waiver of any right of subrogation from its respective insurance companies.

14. For purposes of this paragraph, each of the following dates is a "Rent Stop Date": the last day of the month of September in each of the years 1995, 2000, 2005, 2010 and 2015 and if and as Lessee's options to extend the Term are exercised pursuant to paragraph 20 hereof, the last day of the month of September in each of the years 2020 and 2025. If this agreement has not been terminated pursuant to paragraph 10 hereof, then at Lessee's option, Lessee may terminate this agreement, effective as of a termination date selected by Lessee in its discretion (the "Termination Date"), by sending a termination notice ("Lessee's Termination Notice") to Lessor, and upon such termination the Term and all obligations of Lessee contained herein shall forthwith terminate and end on the Termination Date specified in Lessee's

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Termination Notice; provided that, in the event of a termination pursuant to the foregoing provision, notwithstanding the termination and irrespective of the actual Termination Date, Lessee's obligation to pay monthly rent shall continue through (and shall end on) the Rent Stop Date next following the Termination Date; but if the Termination Date is the same as a Rent Stop Date, then Lessee's obligation to pay rent shall end on the Termination Date. The foregoing right to terminate shall not be deemed to be exclusive and shall not preclude a termination by Lessee in the event of a default by Lessor or pursuant to any other provision of this agreement.

15. Notwithstanding anything contained herein to the contrary, it is understood that the use of the Premises shall not contravene the provisions of paragraph 3 of this agreement. Lessee shall have the unconditional right to sublease all or any part of the improvements and Equipment constructed, made or installed pursuant to this agreement. Lessee shall have the unconditional right to sublease all or any part of the Premises and/or to assign or transfer this agreement, and/or all or any of Lessee's rights or interests hereunder (a) in consideration of or as security for any financing or equipment leasing transaction into which Lessee may enter, or (b) to any person, corporation or other entity into which or with which Lessee merges or consolidates or which shall acquire substantially all the assets of Lessee, to any person, corporation or other entity which owns fifty percent (50%) or more of the capital stock or other ownership interests of Lessee, or any corporation or other entity of which Lessee owns fifty percent (50%) or more of the capital stock or other ownership interests, to any affiliate of Lessee, to any person, corporation or other entity which shall control, be controlled by, or be under common control with Lessee, to any corporation or other entity of which Southwestern Bell Corporation, whether directly or indirectly, owns five percent (5%) or more of the capital stock or other ownership interests, or to any person, corporation or other entity licensed (or to be licensed contemporaneously or in connection with the transaction involving the sublease, assignment or transfer) by the Federal Communications Commission. Lessor shall not unreasonably delay or withhold its consent to any other sublease, assignment or transfer in any other situation. Lessee shall have the right to record, register and/or file such evidence of any sublease, assignment or transfer as Lessee may deem appropriate, without thereby committing a default under this agreement.

16. Lessor, on behalf of Lessor and all persons, corporations and other entities claiming by, through or under Lessor, and their respective heirs, executors, administrators, personal representatives, successors and assigns, covenants and agrees with Lessee that as long as Lessee, or one of Lessee's Related Parties, pays the rent herein reserved and performs all of Lessee's obligations hereunder, Lessee and Lessee's Related Parties (a) shall have quiet and peaceful enjoyment and possession of the Premises and the Easement Areas throughout the Term and any Extended Terms free from claims and demands by Lessor and all persons, corporations and other entities claiming by, through or under Lessor, or claiming under title paramount to Lessor, and (b) shall be entitled to exercise all of Lessee's rights hereunder.

17. Each party hereto shall, from time to time, within fourteen (14) days after a written request is made by the other party, execute, acknowledge and give to the requesting party a written response which contains a certificate (a) stating that this agreement is unmodified and in full force and effect (or, if modified, stating in detail the nature of such modifications and stating that this agreement, as so modified, is in full force and effect) and stating the date to which rent and other charges have been paid, and (b) either stating that to the knowledge of the certifying party no default exists hereunder or specifying each default of which the certifying party has knowledge. Any such response may be conclusively relied upon by any person or entity. Failure to execute, acknowledge or give such a response within fourteen (14) days after such request is made shall be conclusive against the party failing to do so (a) that this agreement is in full force and effect, without modification except as may be represented by the party that requested such response, and (b) that the party that requested such response is not in default hereunder.

18. If (a) Lessee shall default in the payment of rent and such default shall continue for fifteen (15) days after written notice thereof is received by Lessee, or (b) Lessee shall default in the performance of any

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other of Lessee's obligations herein contained and such default shall continue for thirty (30) days after written notice thereof is received by Lessee (provided, however, that if the default reasonably cannot be cured within thirty (30) days, said thirty (30) day period shall be extended for such additional time as is reasonably necessary to cure the default), or (c) Lessee is adjudicated a bankrupt or a trustee is appointed for Lessee after a petition has been filed against Lessee under the Bankruptcy Act of the United States, or a receiver is appointed for Lessee's business or property (and the order of adjudication or appointing a trustee or receiver has not been vacated within sixty (60) days after the entry thereof), then, upon ten (10) days' notice to Lessee, Lessee's right to possession of the Premises may be terminated and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises, and if Lessor so elects by notice to Lessee, this agreement shall thereupon terminate, and upon termination of Lessee's right to possession, whether this agreement be terminated or not, Lessee shall surrender possession of the Premises immediately. Lessor hereby expressly waives any and all right to distraint for rent due and any and all landlord's liens or claim of such upon any or all property of Lessee and Lessee's Related Parties, on the Premises or the Easement Areas.

19. In any suit or action shall be brought to enforce or declare any of the terms of this agreement, to terminate this agreement, to recover possession of the Premises or to recover any rent or damages sustained as a result of a default in the performance of any obligations under this agreement or a breach of any of the representations and warranties herein contained, the party not prevailing in such suit or action shall be liable to the prevailing party for the prevailing party's costs and expenses, including, without limitation, court costs and reasonable attorneys' and expert witnesses' fees (including, without limitation, the value of time spent by in-house personnel), the amount of which shall be fixed by the court and shall be made a part of any judgment rendered. Each party shall pay all costs and expenses, including, without limitation, court costs and reasonable attorneys' and expert witnesses' fees (including, without limitation, the value of time spent by in-house personnel), incurred by the other party in any litigation, negotiations or transactions in which the other party, without its fault, becomes involved or concerned by reason of this agreement.

20. All notices, demands, requests and responses under this agreement shall be in writing, and shall be deemed to have been given or made when delivered in person or by courier, or when mailed by United States registered or certified mail with proper postage prepaid, to Lessor, if intended for it, at the address for payment of rent designated by Lessor from time to time by notice to Lessee, or to Lessee, if intended for it, at Cellular One, 840 East State Parkway, Schaumburg, Illinois 60173 Attention: Business Manager. Either party hereto may change the place for notice to it by sending like written notice to the other party hereto.

21. Except with Lessee's prior written consent, Lessor agrees that Lessor and its officers, directors, shareholders, partners, employees, agents and other representatives, will not, whether during or subsequent to the Term or any Extended Terms of this agreement, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, any information of any kind, nature or description concerning the terms and conditions of this agreement; provided, however, that Lessor may disclose such information (i) to its legal and financial advisors to the extent necessary to conduct Lessor's ordinary business and operations and (ii) to a purchaser of the Real Estate and (iii) to those of its employees or agents to whom it shall be reasonably necessary to disclose such information for purposes of Lessor's performance of its obligations under the terms of this agreement.

22. Each party hereto represents and warrants that it has full power and authority to enter into this agreement and to perform the covenants and obligations herein contained. Each person executing this agreement represents and warrants that he or she is duly authorized to execute this agreement.

23. Contemporaneously with Lessor's execution hereof, Lessor shall furnish Lessee with a copy of the Trust Agreement dated June 15, 1981 and known as Trust Number R-2663, pursuant to which Trustee is Trustee, and a copy

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of the letter of direction authorizing Trustee to execute this agreement, each of which copies shall be certified by Trustee as true and correct as of the date of execution of this agreement.

24. This agreement and all the rights, covenants and obligations contained in this agreement shall inure to the benefit of and be binding upon Lessor, Lessee, Lessee's Related Parties and their respective heirs, executors, administrators, personal representatives, successors and assigns. It is understood that as of the date of this agreement, Lessor is comprised only of the parties named as such in this agreement or any other instrument executed herewith. If now or at any time hereafter Lessor is comprised of more than one person or entity, Lessor's obligations under this agreement shall be the joint and several obligations of all persons and entities comprising Lessor. Lessor does hereby authorize Lessee to file this agreement with the Registrar of Title and Lessor does hereby authorize the Registrar of Title to register this agreement on the Original Torrens Title Certificate No. _____, Volume _____, page _____, without producing the Owner's Duplicate Torrens Title Certificate.

25. In any case where the approval or consent of Lessor is required, requested or otherwise to be given under this agreement, an approval or consent by any of the persons or entities comprising Lessor shall be sufficient, and Lessee may rely upon any such approval or consent. In any case where the approval or consent of Lessor is required under this agreement, Lessor shall not unreasonably delay or withhold its approval or consent.

26. This agreement supersedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof. This agreement may be executed in any number of counterparts, and by the different parties on different counterparts, each of which when executed shall be deemed an original, and all of which together shall constitute one and the same agreement. If any clause, phrase, provision or portion of this agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this agreement, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances. Changes in the number, gender and grammar of terms and phrases herein, where necessary to conform this agreement to the circumstances of the parties hereto, shall in all cases be assumed as though in each case fully expressed herein. This agreement shall be construed in accordance with the laws of the State of Illinois.

27. A. If at any time during the Term or any extended Terms, Lessor determines to terminate this agreement for any reason pursuant to paragraph 8D or 8E, then, prior to terminating this agreement pursuant to paragraph 8D or 8E hereof, Lessor shall first offer to sell the Real Estate (which shall hereinafter be called "First Refusal Property") to Lessee at such price and on such terms as Lessor shall deem appropriate, and Lessee shall have thirty (30) days from receipt of such offer to accept same. If Lessee finds Lessor's proposed terms unacceptable, Lessee may notify Lessor within such thirty (30) day period that it wishes to have the then fair market value of the First Refusal Property in its condition at the date of submission ("Fair Market Value") determined by an appraisal process ("Lessee's Appraisal Notice"). If Lessee gives Lessee's Appraisal Notice, Fair Market Value shall be determined by an appraiser designated as hereinafter described. If Lessee gives Lessee's Appraisal Notice, then Lessee and Lessor shall each designate an appraiser who is a member of the American Institute of Real Estate Appraisers (soon to be known as the Appraisal Institute) (or any successor organization) ("AIREA"), and if either party shall fail to designate such an appraiser within twenty (20) days after Lessee gives Lessee's Appraisal Notice, the appraiser designated by the other party shall determine the Fair Market Value. If both parties timely designate an appraiser, the two appraisers so designated shall designate a third appraiser (who is also a member of the AIREA) who shall determine the Fair Market Value. If the two appraisers cannot agree upon and designate the third appraiser within fifteen (15) days after the last appraiser is designated by a party hereto, then the parties hereto shall arrange to have an appraiser designated by the local or state chapter of the AIREA whose office is located nearest the Premises (or, if said organization

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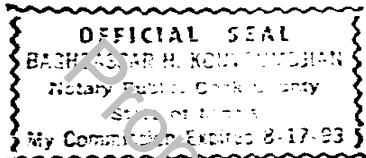
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NOTARY ACKNOWLEDGEMENT FOR LESSOR

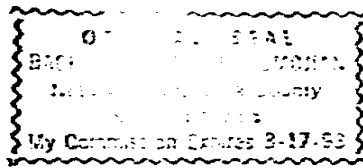
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, BAGHDASSAR H. KOUZOUNDJIAN a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this Sept 12, 1990 by LORI R. REMIEN and Financial Services Director personally known to me to be a/the and a/the respectively, of THE FIRST ILLINOIS BANK OF EVANSTON, N.A., on behalf of the association.

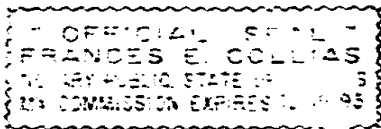


Baghdassar H. Kouzoundjian
Notary Public
My commission expires: 8/17/93

STATE OF Illinois)
) SS.
COUNTY OF Cook)



I, Francis E. Collins a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 14th September, 1990 by LARS NILSSON, personally known to me to be the individual who executed the foregoing instrument.

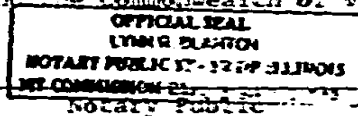


Francis E. Collins
Notary Public
My commission expires: 10/10/93

NOTARY ACKNOWLEDGEMENT FOR LESSEE

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Lynn R. Blanton a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 5th day of September, 1990, by Alan Fackler, personally known to me to be the Vice-President - Network Operations of CELLULAR ONE®-CHICAGO, a division of Southwestern Bell Mobile Systems, Inc., a corporation incorporated under the laws of the State of Delaware and the Commonwealth of Virginia, on its behalf.



My commission expires: 7-11-95

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EXHIBIT A

Common address or approximate location of Premises:

1215 Washington Street, Wilmette

Legal Descriptions:

The southwesterly 62.5 feet, except the southeasterly 25 feet thereof, of Lot 1, in Block 4, in the Village of Wilmette, in Section 34, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT B

(PLAT OF SURVEY AND/OR SITE PLAN TO BE INSERTED BY LESSEE)

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EXHIBIT C

(DRAWINGS TO BE INSERTED BY LESSEE)

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EXHIBIT D

Liens and encumbrances to which the Premises and the Easement Areas are subject:

Lessee's rights under the agreement of which this Exhibit D is a part

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SCHEDULE 1

Rent

\$1.250 per month for the period through October 31, 1995;
\$1.435 per month for the period from November 1, 1995 through October 31, 2000;
\$1.650 per month for the period from November 1, 2000 through October 31, 2005; and
\$1.897 per month for the period from November 1, 2005 through October 31, 2010.

Monthly Rent during Extended Terms:

First Extended Term - \$2.181 per month
Second Extended Term - \$2.598 per month

RJF0267.DOC

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DEPT-61 RECORDING \$41.00
TR#2222 TRAW 1246 12/18/90 09:59:00
#5754 # B *-90-612849
COOK COUNTY RECORDER

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