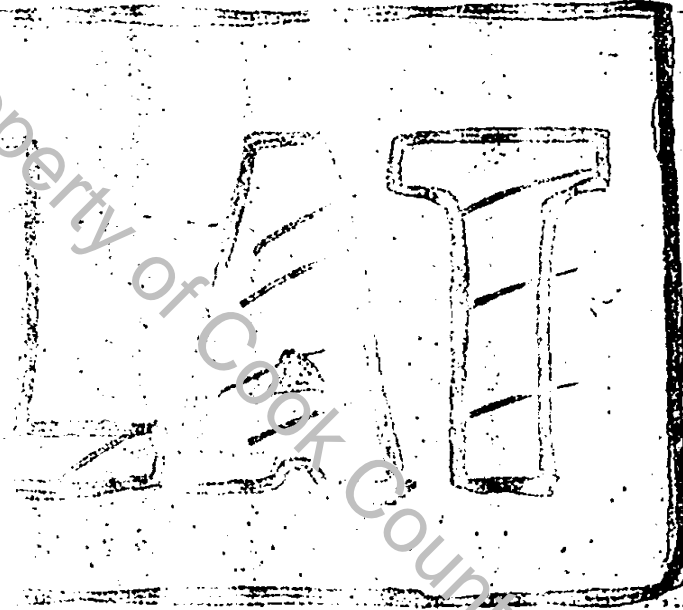


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This instrument prepared by:  
A. RETURN TO:

Permanent Tax Index  
No. 17-07-319-037

Stephen M. Dorfman  
ALTHEIMER & GRAY  
10 South Wacker Drive  
Chicago, IL 60606

DEPT-01 RECORDING \$30.00  
T#4444 TRAN 9472 01/30/91 11:10:00  
#8505 + D \*-91-045474  
COOK COUNTY RECORDER

SITE AGREEMENT NO. 174 - WASHINGTON AND DAMEN  
(134 Maypole Avenue, Chicago Illinois)

THIS AGREEMENT, made as of the 26<sup>th</sup> day of December, 1990, between JERALD I. MUCH ("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 ("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 the parcel of real estate measuring forty (40) feet by forty (40) feet situated in the City of Chicago in the County of Cook and State of Illinois (the "Real Estate"), described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and made a part hereof, together with all right, title and interest of Lessor in and to all easements, privileges and other appurtenances pertaining to 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 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, 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 April 30, 2021, and for any Extended Terms (as hereinafter defined).

2. A. Lessee shall pay rent for the Premises, as provided below, to Jerald I. Much, 4557 West Albion, Lincolnwood, Illinois 60646, or such other person or place as Lessor may designate from time to time by notice to Lessee. 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 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.

B. Lessee shall have two (2) successive options to extend the Term of this agreement for two (2) additional periods of five (5) years each (the "Extended Terms"), any of which may be exercised by giving written notice to Lessor at least sixty (60) days prior to the expiration of the original Term or any Extended Term. All of the terms and provisions of this agreement shall be in effect during each Extended Term, except that 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 options to extend shall be exercised.

C. 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 as set forth in paragraph 2A hereof.

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Box 4

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3. 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, 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.

4. A. Lessor hereby grants and conveys to Lessee, for the benefit of Lessee and Lessee's Related Parties, an easement ("Easement") upon, over, under and across other real estate owned by Lessor described on Exhibit A attached hereto and described and depicted on Exhibit B attached hereto as "Easement for Construction", 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 Easement ("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 that, 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, from and to an open public street, road or way, 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, and that 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 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 to use other real estate owned by Lessor, 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 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, one of Lessee's Related Parties or one or more of such companies is constructing, installing, removing, repairing, 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; provided that, without Lessor's prior consent, which consent shall not be unreasonably delayed or withheld, said easements shall not exceed in duration the longer of (i) the combined length of the Term and the Extended Terms, and (ii) the length of time requested by any of such utility 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.

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5. A. Lessor represents and warrants that Lessor owns good and marketable title in fee simple to the Premises and that part of the Easement Areas excluding the Easement Parcel, free and clear of all liens and encumbrances except as set forth on Exhibit C 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. Lessor shall not encumber or permit any encumbrances, liens or restrictions on the title to the Premises or the Easement Areas other than those set forth on Exhibit C hereto, except with the prior written approval of Lessee; provided that Lessee's approval shall not be required if Lessor hereafter encumbers the Premises and the Easement Areas with the lien of a first mortgage given to secure a loan made to Lessor by a bank, savings and loan association or insurance company. Notwithstanding the foregoing, it is hereby understood by and between the parties that on the date hereof, Lessor does not own good and marketable title in fee simple to the Premises and the Easement Areas. This agreement is conditioned upon Lessor delivering to Lessee within thirty (30) days from the date hereof evidence from Chicago Title Insurance Company indicating that Lessor owns such good and marketable title in fee simple. In the event Lessor does not provide such evidence, at Lessee's option, this agreement may be terminated and all sums heretofore paid to Lessor from Lessee shall be immediately returned to Lessee.

B. Lessor represents and warrants that no litigation or governmental, administrative, or regulatory proceeding is pending, proposed, or threatened with respect to the Premises or the Easement Areas, including, without limitation, claims of third parties.

C. 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' fees, 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 existing on or before the date of this agreement, including, without limitation: (i) any disposal of wastes on the Premises, the Easement Areas, or the real estate presently owned by Lessor of which the Premises and the Easement Areas are a part (collectively, the "Relevant Area"), or the improvements now or hereafter located thereon; (ii) pollution or protection of the environment; (iii) emissions, discharges, leaching, 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); (iv) noise pollution; (v) protection of wildlife, marine sanctuaries or wetlands; (vi) otherwise 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; (vii) related to underground tanks or storage vessels or equipment located upon or beneath the Relevant Area, or the improvements now or hereafter located thereon; or (viii) injury, illness and/or death (or an aggravation of a pre-existing injury or illness), which is related to the physical condition, status, quality, nature, contamination or environmental state of the Relevant Area, or the improvements now or hereafter located thereon.

6. A. Lessee shall pay all charges for utilities used by Lessee in connection with the Premises during the Term and any Extended Terms.

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

(1) 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



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(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,

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, plus interest thereon from the date so paid by Lessee to the date repaid by Lessor, at eighteen percent (18%) per annum, 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.

C. For purposes of this paragraph 6C the term "Lessor's Entire Property" means the entire parcel of real estate presently owned by Lessor of which the Premises and the Easement Areas are a part (which entire parcel is presently designated by Permanent Index Number 17-07-319-037), and the improvements and additions hereafter located on said entire parcel. For purposes of this paragraph 6C the term "Lessor's Net Property" means Lessor's Entire Property less (1) the Real Estate and (ii) the improvements and additions hereafter constructed or made by Lessee and Lessee's Related Parties on the Real Estate. For purposes of this paragraph 6C the term "Lessee's Property" means Lessor's Entire Property less Lessor's Net Property. Lessor shall pay prior to the delinquency date any and all Taxes (as such phrase is defined in paragraph 6D) assessed, levied or incurred on or against Lessor's Entire Property for 1991. Lessor shall pay prior to the delinquency date any and all Taxes assessed, levied or incurred on or against Lessor's Net Property for 1992 and subsequent years. Payments of the Taxes by Lessor will be "under protest" in accordance with the requirements and procedures of the governmental authorities of the county in which Lessor's Entire Property is located. Lessee is hereby authorized and directed to prepare and file, at Lessee's expense, during 1991 with the assessment authorities of Cook County, Illinois, a petition for a tax division to designate Lessee's Property as a separate tax parcel. From and after such designation, during the Term and any Extended Term, Lessee shall pay prior to the delinquency date any and all Taxes assessed, levied or incurred from and after such designation during the Term and any Extended Term on or against Lessee's Property. Lessee and Lessee's Related Parties shall have the right at Lessee's expense, in Lessee's name or in the name of Lessor, to contest the amount and validity, in whole or in part, of any Taxes or portion thereof for which Lessee is responsible pursuant to the terms thereof, by appropriate proceedings diligently conducted. Lessor shall furnish to Lessee promptly after receipt copies of all applicable assessment and reassessment notices relating to any Taxes for which Lessor is responsible pursuant to the terms hereof.

D. The term "Taxes" as used herein, shall mean: all federal, state and local governmental taxes, assessments and charges of every kind of nature whatsoever (whether general, special, ordinary or extraordinary), levied, assessed or charged against the real estate and improvements in question because of or in connection with the ownership, leasing, management, control or operation of the real estate and improvements in question including, without limitation, real estate taxes or assessments, transit or transit district taxes or assessments, any tax or excise on rent or income or any other tax, however described, on account of rental received for use and occupancy of any or all of the real estate and improvements in question, whether any such taxes are imposed by the governments of the United States, the State of Illinois, the County in which the real estate and improvements in question are located or any local governmental municipality, authority or agency or any political subdivision thereof or any other taxing body and including any rental fees or similar taxes levied in lieu of, or in addition to, general real property taxes.

\* See Page 4A

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Until such time as the designation becomes effective, Lessee shall reimburse Lessor for any portion of the Taxes assessed, levied or incurred during the Term and any Extended Terms on or against Lessor's Entire Property, to the extent such portion is directly attributable to the Added Lessee Improvements Entries (as hereinafter defined) and is directly calculable based on the amount of the Added Lessee Improvements Entries, the applicable state equalization factor and the applicable tax rates. For purposes of this paragraph 6C, "Added Lessee Improvements Entries" shall mean added entries to the improvement portion of the assessed valuation of Lessor's Entire Property by reason of improvements constructed or made by Lessee on the Premises and owned by Lessee rather than Lessor.

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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 wires, 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. Lessee shall keep the Premises in good condition and repair in accordance with applicable state and municipal laws, and, at the expiration of the Term and any Extended Terms, or such earlier date as this agreement is terminated, Lessee will remove (to the ground level on the date hereof) all above-ground improvements and Equipment constructed, made or installed by Lessee, and will otherwise yield up the Premises in at least as good a condition as when the same were entered upon by Lessee, ordinary wear and tear and loss by causes beyond Lessee's control excepted.

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 June 30, 1991:

(a) Lessee shall have received the Approvals and easements referred to in paragraphs 2, 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 by said date one or more of such events shall not have occurred, then at Lessee's option, which shall be exercised, if at all, on or before June 30, 1991, Lessee may waive such contingencies and thereby keep this agreement in effect, or 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 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



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its expense, and Lessee shall repay Lessor for any amounts so advanced within fifteen (15) days after receipt of Lessor's statement therefor.

12. 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 than a reasonable number of times. Such certificate shall list Lessor as an additional insured and shall contain a statement substantially as follows: "should any of the policies described [therein] be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named [therein], but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

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 April in each of the years 1996, 2001, 2006, 2011, 2016, and 2021, and if and as Lessee's options to extend the Term are exercised pursuant to paragraph 2 hereof, the last day of the month of April in each of the years 2026 and 2031. 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 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.

15. Lessee shall have the unconditional right to sublease all or any part of the Premises or the improvements and Equipment constructed, made or installed pursuant to this agreement for any use permitted by this agreement and/or to assign or transfer this agreement, all or any of Lessee's rights or interests hereunder and/or the Easements contained herein; and any such sublease, assignment or transfer may be absolute, conditional or in consideration of or as additional security for any financing or equipment leasing arrangement into which Lessee may enter. Lessee shall have the right to record, register and/or file such evidence of any such sublease, assignment or transfer as Lessee may deem appropriate, without thereby committing a default under this agreement.

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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 during the Term and any Extended Terms.

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 deliver to the requesting party a certificate in writing (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 certificate may be conclusively relied upon by any person or entity. Failure to deliver such a certificate within fourteen (14) days after such request is made shall be conclusive against the party failing to deliver such certificate (a) that this agreement is in full force and effect, without modification except as may be represented by the party that requested such certificate, and (b) that the party that requested such certificate 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 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 distrain 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. If 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, 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, 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 and demands under this agreement shall be in writing, and shall be deemed to have been given when delivered in person or by courier, or when mailed by United States registered or certified mail with proper postage

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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. 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 party or 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.

24. 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.

25. This agreement supercedes 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.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

LESSOR:

  
GERALD I. MUCH

LESSEE:

CELLULAR ONE-CHICAGO, a division of  
Southwestern Bell Mobile Systems, Inc.

By: 

Its: Vice President-Network Operations

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## NOTARY ACKNOWLEDGEMENT FOR INDIVIDUAL LESSOR

STATE OF Illinois )  
 ) SS.  
COUNTY OF COOK )

I, BERNICE SALTSBERG, a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this December 26<sup>th</sup>, 1990 by JERALD I. MUCH Jr. personally known to me to be the individual who executed the above instrument.

Bernice Saltsberg  
Notary Public

My commission expires:

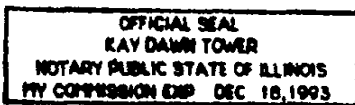


## NOTARY ACKNOWLEDGEMENT FOR LESSEE

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, KAYDAWN TOWER, a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this JANUARY 25<sup>th</sup>, 1991, by DANE ERSHEEN, 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.

Kay Dawn Tower  
Notary Public



My commission expires: 12/18/93

91045474

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2025

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## EXHIBIT A

Common address or approximate location of Premises:

134 Maypole Avenue, Chicago, Illinois

Legal Descriptions:

### REAL ESTATE DESCRIPTION

THAT PART OF LOTS EIGHTEEN AND NINETEEN IN THE SUBDIVISION OF THE EAST HALF OF BLOCK FIFTY-THREE OF CANAL TRUSTEES' SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION SEVEN, TOWNSHIP THIRTY-NINE NORTH, RANGE FOURTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 1948 AND RE-RECORDED ON SEPTEMBER 24, 1877 AS DOCUMENT NO. 151606, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 15.0 FT. OF SAID LOT EIGHTEEN WITH THE SOUTH LINE OF SAID LOT EIGHTEEN; THENCE NORTH 0°-09'-34" EAST BEING AN ASSUMED BEARING ON THE WEST LINE OF THE EAST 15.0 FT. OF SAID LOT EIGHTEEN A DISTANCE OF 40.0 FT.; THENCE NORTH 90°-00'-00" EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF LOTS EIGHTEEN AND NINETEEN A DISTANCE OF 40.0 FT.; THENCE SOUTH 0°-09'-34" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT EIGHTEEN A DISTANCE OF 40.0 FT. TO THE SOUTH LINE OF SAID LOT NINETEEN; THENCE SOUTH 90°-00'-00" WEST ON THE SOUTH LINE OF SAID LOTS EIGHTEEN AND NINETEEN A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### EASEMENT FOR CONSTRUCTION

THAT PART OF LOTS EIGHTEEN AND NINETEEN IN THE SUBDIVISION OF THE EAST HALF OF BLOCK FIFTY-THREE OF CANAL TRUSTEES' SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION SEVEN, TOWNSHIP THIRTY-NINE NORTH, RANGE FOURTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 1948 AND RE-RECORDED ON SEPTEMBER 24, 1877 AS DOCUMENT NO. 151606, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 15.0 FT. OF SAID LOT EIGHTEEN WITH THE SOUTH LINE OF SAID LOT EIGHTEEN; THENCE NORTH 0°-09'-34" EAST BEING AN ASSUMED BEARING ON THE WEST LINE OF THE EAST 15.0 FT. OF SAID LOT EIGHTEEN A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°-09'-34" EAST A DISTANCE OF 60.0 FT.; THENCE NORTH 90°-00'-00" EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOTS EIGHTEEN AND NINETEEN A DISTANCE OF 40.0 FT.; THENCE SOUTH 0°-09'-34" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT EIGHTEEN A DISTANCE OF 60.0 FT.; THENCE SOUTH 90°-00'-00" WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF LOTS EIGHTEEN AND NINETEEN A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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11/15/2010

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## EXHIBIT B

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

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10/10/2010

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## EXHIBIT C

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

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

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5-10-2010