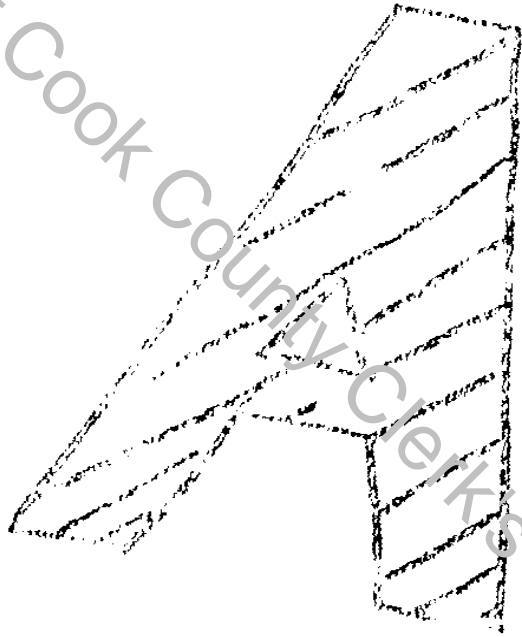
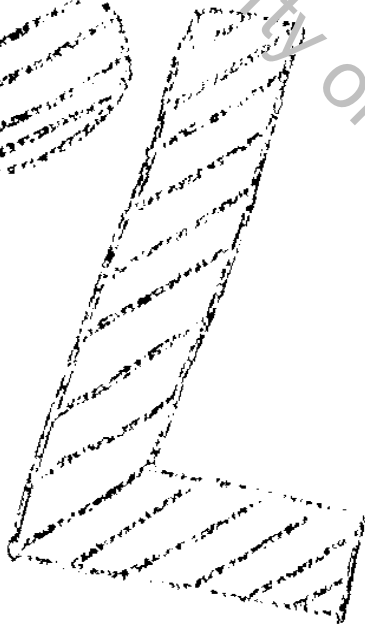
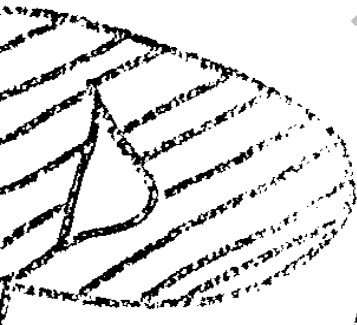


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This instrument prepared by:

Permanent Tax Index
No. 22-14-400-027

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

Handwritten initials/signature

SITE AGREEMENT NO. 191 - WILLOW SPRINGS, ILLINOIS

THIS AGREEMENT, made as of the 1st day of November, 1991, between JOHN BENCSIK and SANDY BENCSIK, his wife, collectively 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:

WHEREAS, Lessor is the fee simple owner of the Real Estate, the Easement for Construction and a portion of the Easement for Ingress and Egress (as such terms are hereinafter defined).

WHEREAS, First Illinois Bank and Trust f/k/a First Illinois Bank of La Grange ("First Illinois Trustee"), a corporation of Illinois, as Trustee under Trust Agreement dated August 9, 1977 and known as Trust Number 44443 (the "First Illinois Trust") is the fee simple owner of a parcel of real estate ("First Illinois Real Estate") which First Illinois Real Estate is described in Exhibit A and depicted on Exhibit B, both of which are attached hereto and made a part hereof. Lessor is the owner of 100% of the beneficial interest in First Illinois Trust and the holder of the entire power of direction in First Illinois Trust.

WHEREAS, Lessee desires to obtain from First Illinois access to the Real Estate upon, over, under and across First Illinois Real Estate.

WHEREAS, Lessor shall cause First Illinois Trustee to grant Lessee such access upon, over, under and across the First Illinois Real Estate and First Illinois Trustee shall join in this agreement for the sole purpose of granting such access to Lessee.

WHEREAS, First National Bank of Western Springs ("FNBWS Trustee"), a national banking association, as Trustee under Trust Agreement dated May 11, 1978 and known as Trust Number 2483 is the fee simple owner of a parcel of real estate (the "Western Springs Real Estate"), which Western Springs Real Estate is described in Exhibit A and depicted on Exhibit B, both of which are attached hereto and made a part hereof.

WHEREAS, FNBWS Trustee has granted to Lessor and Lessor's tenants a perpetual easement ("Western Springs Easement") upon, over, under and across the Western Springs Real Estate for the purposes as set forth herein and Lessor is, by this agreement, making a non-exclusive assignment of rights to Lessee.

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 fifty (50) feet by fifty (50) feet situated in the Village of Lemont 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, consultants, subtenants, employees, agents, partners, shareholders, directors, officers,

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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 December 31, 2011, and for any Extended Terms (as hereinafter defined).

2. A. Lessee shall pay rent for the Premises, as provided below, to John Boncsik, c/o Speeco Industries, Inc., 13075 Chicago Joliet Road, Lemont, Illinois 60439, 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 36-2754819.

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

D. 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, 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 options 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 free-standing 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 Lessor's property adjacent to the Real Estate or any improvements now or hereafter constructed upon Lessor's said property adjacent to 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.

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

(1) an Easement upon, over 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 Ingress and Egress", 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

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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 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 Ingress and Egress", 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 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;

(iii) in addition to the aforementioned Easement for Ingress and Egress, Lessor hereby warrants that Lessee shall have the benefit of the Western Springs Easement dated November 1, 1991 and recorded November 1, 1991 as Document No. 111111, 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 connection with the transmission and distribution of electricity, telephone and other communications and sound 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, to and from the Premises from and to the nearest public way;

(iv) In addition to the Easement for Ingress and Egress, Lessor, as sole beneficiary of First Illinois Trust, hereby warrants that Lessee shall have the right to go upon, over, under and across the First Illinois Real Estate 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 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, to and from the Premises 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. In connection herewith, First Illinois shall join in this agreement for the sole purpose of granting Lessee such access rights, which rights shall remain in effect only during so much of the Term and any Extended Terms that the Premises are leased to Lessee; and

(v) an Easement upon, over, under and across such other real estate owned by Lessor as is reasonably necessary for the effective exercise of Lessee's rights under this agreement, including, without limitation, a right to use such other real estate owned by Lessor, adjacent to the Premises, 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

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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 or cause to be maintained in good condition and repair, the areas covered by (i) that portion of the Easement for Ingress and Egress located on Lessor's property, (ii) the Easement for Construction (iii) the Western Springs Easement and (iv) First Illinois Real Estate (collectively, whether referring to the easement areas located on Lessor's property, or located on the Western Springs Real Estate, or located on the First Illinois Real Estate, as the "Easement Areas") throughout the Term and any Extended Terms. No additional rent or other payments shall be payable by reason of Lessor's grant or Lessor's use 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 upon, over, under and across 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 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; 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. Lessor represents and warrants that Lessor owns good and marketable title in fee simple to the Premises and the Easement Areas, and that First Illinois Trustee owns good and marketable title to the First Illinois Real Estate and that FNBWS Trustee owns good and marketable title to the Western Springs Real Estate 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 representations and warranties 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.

B. Lessor represents and warrants that no litigation or governmental, administrative, or regulatory proceeding is pending, proposed, or threatened

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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 (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 Real Estate, the Easement Areas 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 underground 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, the Easement Areas, the First Illinois Real Estate and the Western Springs Real Estate, or any part thereof, as permitted hereunder, or (c) the condition or integrity of Lessor's title to the Premises or the Easement Areas, the condition and integrity of First Illinois Trustee's title to the First Illinois Real Estate, or the condition and integrity of FNBWS Trustee's title to the Western Springs Real Estate, all as mandated by this agreement, 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, the Easement Areas, the First Illinois Real Estate and the Western Springs Real Estate, or any part thereof, as permitted hereunder, or (c) the condition and integrity of Lessor's title to the Premises and the Easement Areas as, the condition and integrity of First Illinois Trustee's title to the First Illinois Real Estate, or the condition and integrity of FNBWS Trustee's title to the Western Springs Real Estate, all 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

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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. As used in this paragraph 6, the term "Taxes" shall mean: all federal, state and local governmental taxes, assessments and charges of every kind or 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 questions 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.

D. Lessor shall pay prior to the delinquency date any and all Taxes assessed, levied or incurred during the Term and any Extended Terms on or against the parcel of real estate presently owned by Lessor of which the Premises and Easement Areas are a part (which parcel and the existing improvements thereon are presently designated by Permanent Tax Index Number 22-14-400-027), and the improvements now and hereafter located on said parcel, including, without limitation, the improvements hereafter constructed or made by Lessee and Lessee's Related Parties (which parcel and improvements are hereinafter collectively called "Taxed Property"). Lessor shall timely make its payments of such Taxes "under protest" in accordance with the requirements and procedures of the governmental authorities of the County in which the Taxed Property is located.

E. For purposes of this paragraph 6E, "Added Lessee Improvements Entries" shall mean improvement entries or listings added to the improvement portion of the assessed valuation of the Taxed Property by reason of improvements constructed or made by Lessee on the Premises and owned by Lessee rather than Lessor. Effective on a pro rata basis from and after the date of Lessee's commencement of monthly rent payments pursuant to paragraph 2 hereof and provided Lessor complies with the procedures hereinafter described, Lessee shall reimburse Lessor for a portion of the Taxes assessed, levied or incurred during the Term and any Extended Terms on or against the Taxed Property, but only to the extent that such portion of the Taxes is directly attributable to Added Lessee Improvements Entries and is directly calculable based on the amount of the Added Lessee Improvements Entries, the applicable state equalization factor and the applicable tax rates. Lessee and its agents shall have the right at Lessee's expense to contest the amount and validity, in whole or in part, of any tax or portion thereof for which Lessee is responsible pursuant to the terms hereof, by appropriate proceedings diligently conducted. If Lessor receives a bill for Taxes and determines that a portion of the Taxes is subject to reimbursement pursuant to this paragraph 6E, and if Lessor shall, within ninety (90) days after the due date of such bill, send Lessee a true copy thereof along with a computation of the sum payable by Lessee pursuant to the terms of this paragraph 6E, certified by Lessor as correct, then Lessee shall, within forty-five (45) days after Lessee's receipt thereof, reimburse Lessor for the sum payable pursuant to the terms of this paragraph 6E. If any rebate of Taxes is made, the rebate (less the reasonable expenses incurred in obtaining same) shall be retained by or paid to Lessee based on the proportion which the Taxes paid by Lessee bears to the total amount of Taxes to which such rebate relates. Lessor shall promptly forward to Lessee copies of all applicable assessment and reassessment notices, tax bills and other matters relating to the Taxes or the Taxed Property to the end that Lessee is not prejudiced in exercising the rights granted hereunder.

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F. In addition to Lessor's obligations pursuant to paragraph 6D of this agreement, Lessor shall also pay prior to the delinquency date any and all Taxes assessed, levied or incurred during the Term and any Extended Terms on or against the First Illinois Real Estate.

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, the First Illinois Real Estate and the Western Springs Real Estate 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. 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. 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 Lessee is required to incur any expenses to make improvements to the Premises to comply with any law, statute, ordinance or requirement, then Lessee may incur such expense or, at Lessee's election, Lessee may terminate this agreement by notice to Lessor.

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, 1992:

- (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 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

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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 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 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 December in each of the years 1996, 2001, 2006, and 2011, and if and as Lessee's options to extend the Term are exercised pursuant to paragraph 2D hereof, the last day of the month of December in each of the years 2016 and 2021. 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 or pursuant to any other provision of this agreement.

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

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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 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.

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 quiet and peaceful enjoyment and use of 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 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 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. 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 (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

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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. 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.

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 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.

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SEE CONSENTS AND JOINDERS ATTACHED HERETO AND MADE A PART HEREOF.

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

LESSOR:

John Bengsik
JOHN BENCSIK

Sandy Bengsik
SANDY BENCSIK

LESSEE:

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

By: *[Signature]*
Its: Vice President-Network Operations

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NOTARY ACKNOWLEDGEMENT FOR LESSOR

STATE OF Illinois)
) SS.
COUNTY OF Franklin)

I, James H. Powell, 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 of November, 1991 by JOHN BENCSIK and SANDY BENCSIK, personally known to me to be the individuals who executed the foregoing instrument.

James H. Powell
Notary Public
My commission expires: _____
OFFICIAL SEAL
JAMES H. POWELL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/17/92

NOTARY ACKNOWLEDGEMENT FOR LESSEE

STATE OF Illinois)
) SS.
COUNTY OF Franklin)

I, James H. Powell, 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 of November, 1991, by John Bencsik, 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.

James H. Powell
Notary Public
My commission expires: _____

OFFICIAL SEAL
JAMES H. POWELL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/17/92

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EXHIBIT A

Common address or approximate location of Premises:

13075 Chicago Joliet Road, Lemont, Illinois 60439

Legal Descriptions:

REAL ESTATE DESCRIPTION

THAT PART OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FOURTEEN, TOWNSHIP THIRTY-SEVEN NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FOURTEEN, THENCE SOUTH 00°-00'-00" WEST, BEING AN ASSUMED BEARING ON THE WEST LINE OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FOURTEEN, A DISTANCE OF 711.17 FT.; THENCE NORTH 90°-00'-00" EAST A DISTANCE OF 28.12 FT. TO THE POINT OF BEGINNING; THENCE NORTH 00°-00'-00" EAST A DISTANCE OF 50.0 FT. THENCE NORTH 90°-00'-00" EAST A DISTANCE OF 50.0 FT.; THENCE SOUTH 00°-00'-00" WEST A DISTANCE OF 50.0 FT.; THENCE SOUTH 90°-00'-00" WEST A DISTANCE OF 50.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT FOR INGRESS AND EGRESS

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EASEMENT FOR CONSTRUCTION

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WESTERN SPRINGS REAL ESTATE

THAT PART OF THE EAST 404.70 FT. OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FOURTEEN, TOWNSHIP THIRTY-SEVEN NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FOURTEEN; THENCE SOUTH 0°-00'-00" WEST BEING AN ASSUMED BEARING ON THE WEST LINE OF SAID WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1,323.69 FT. TO THE NORTHEAST CORNER OF THE WEST 72.50 FT. OF THE EAST 404.70 FT. OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FOURTEEN, FOR THE POINT OF

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BEGINNING; THENCE NORTH 89°-47'-42" EAST ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FOURTEEN A DISTANCE OF 50.0 FT.; THENCE SOUTH 00°-03'-20" EAST A DISTANCE OF 40.0 FT.; THENCE SOUTH 89°-47'-42" WEST A DISTANCE OF 50.0 FT. TO THE EAST LINE OF THE WEST 72.50 FT. OF SAID EAST 404.70 FT. OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FOURTEEN; THENCE NORTH 00°-03'-20" WEST A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

FIRST ILLINOIS REAL ESTATE

THE WEST 72.52 FEET OF LOT IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.70 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4, TOGETHER WITH THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT LOTS 1 TO 5, BOTH INCLUSIVE, OF CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889, AS DOCUMENT NUMBER 1149383 IN BOOK 37 OF PLATS PAGE 18.

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EXHIBIT B

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

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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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SCHEDULE 1

Rent

\$ 750 per month for the period through December 31, 1996;
\$ 900 per month for the period from January 1, 1997 through December 31, 2001;
\$1,050 per month for the period from January 1, 2002 through December 31, 2006; and
\$1,200 per month for the period from January 1, 2007 through December 31, 2011.

Monthly Rent during Extended Terms:

First Extended Term	-	\$1,350 per month
Second Extended Term	-	\$1,500 per month

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CONSENT AND JOINDER

The undersigned, SPECCO INDUSTRIES, INC., an Illinois corporation ("Specco"), has leased from JOHN BENCSIK and SANDY BENCSIK (collectively, "Lessor"), by a certain lease dated 11/30/90 (the "Lease"), certain improved real estate legally described in Exhibit A attached hereto and made a part hereof (the "Specco Real Estate").

The parcels of real estate legally described in Exhibit B attached hereto and made a part hereof (the "Parcels") are a part of the Specco Real Estate. The Parcels are the subject of, and are described in, the foregoing or attached Site Agreement No. 191 - Willow Springs, Illinois ("Site Agreement") between Lessor and CELLULAR ONE-CHICAGO, a division of Southwestern Bell Mobile Systems, Inc. ("Cellular"), as Lessee.

In consideration of the foregoing and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby, (1) consents to the execution of the Site Agreement, (2) joins in the Site Agreement and agrees that the undersigned and the Parcels shall be bound by the Site Agreement, and (3) notwithstanding any expiration or termination of the Lease for any reason, agree to respect and be bound by all of the rights of Cellular under, and all terms of the Site Agreement.

This Joinder and Consent shall be binding upon and shall inure to the benefit of the undersigned and Cellular, and the successors and assigns of the undersigned and Cellular.

1st IN WITNESS WHEREOF, this Consent and Joinder has been executed as of the day of November, 1991.

SPECCO INDUSTRIES, INC.,
an Illinois corporation

By: [Signature]

Its: [Signature]

Address: [Signature]

Its: [Signature]

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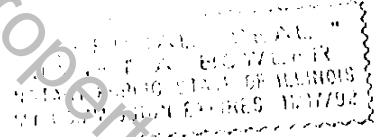
NOTARY ACKNOWLEDGEMENT FOR SPECCO

STATE OF ILLINOIS)
)SS.
COUNTY OF Franklin

I James H. [unclear], a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 25th, 1991 by [unclear], and [unclear], personally known to me to be the [unclear] and [unclear] of SPECCO INDUSTRIES, INC., an Illinois corporation, on behalf of the corporation.

James H. [unclear]
Notary Public

My Commission Expires: _____



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EXHIBIT A TO CONSENT AND JOINDER

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EXHIBIT B TO CONSENT AND JOINDER

REAL ESTATE DESCRIPTION

THAT PART OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FOURTEEN, TOWNSHIP THIRTY-SEVEN NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FOURTEEN, THENCE SOUTH 00°-00'-00" WEST, BEING AN ASSUMED BEARING ON THE WEST LINE OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FOURTEEN, A DISTANCE OF 711.17 FT.; THENCE NORTH 90°-00'-00" EAST A DISTANCE OF 28.12 FT. TO THE POINT OF BEGINNING; THENCE NORTH 00°-00'-00" EAST A DISTANCE OF 50.0 FT. THENCE NORTH 90°-00'-00" EAST A DISTANCE OF 50.0 FT.; THENCE SOUTH 00°-00'-00" WEST A DISTANCE OF 50.0 FT.; THENCE SOUTH 90°-00'-00" WEST A DISTANCE OF 50.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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WESTERN SPRINGS REAL ESTATE

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LINE OF THE WEST 72.50 FT. OF SAID EAST 404.70 FT. OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FOURTEEN; THENCE NORTH 00°-03'-20" WEST A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

FIRST ILLINOIS REAL ESTATE

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JOINDER

The undersigned, FIRST ILLINOIS BANK AND TRUST, formerly known as First Illinois Bank of La Grange, a corporation of Illinois, as Trustee under Trust Agreement dated August 9, 1977 and known as Trust Number 4443 is the fee simple owner to the real estate legally described in Exhibit A attached hereto and made a part hereof ("First Illinois Real Estate").

The parcel of real estate legally described in Exhibit B attached hereto and made a part hereof (the "Parcel") comprises a portion of the First Illinois Real Estate. The Parcel is the subject of, and is described in, the foregoing or attached Site Agreement No. 191 - Willow Springs, Illinois ("Site Agreement") between JOHN BENCSIK and SANDY BENCSIK (collectively, "Lessor") and CELLULAR ONE®-CHICAGO, a division of Southwestern Bell Mobile Systems, Inc. ("Cellular"), as Lessee.

In consideration of the foregoing and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby joins in the Site Agreement for the sole purpose of granting Cellular such rights of use as set forth in the Site Agreement, including, without limitation the rights set forth in paragraph (A)(v) of the Site Agreement, which rights shall remain in effect only during so much of the Term and any Extended Terms that the Premises are leased to Cellular.

This Joinder shall be binding upon and shall inure to the benefit of the undersigned and Cellular, and the successors and assigns of the undersigned and Cellular.

IN WITNESS WHEREOF, this Joinder has been executed as of the 1st day of November, 1991.

FIRST ILLINOIS BANK AND TRUST, not personally, but solely as Trustee

By: [Signature]

Its: TRUSTEE

Attest: [Signature]

Its: RECORDER

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RIDER TO SCINDER DATED NOVEMBER 1, 1991

This instrument is executed by the First Illinois Bank & Trust, not personally but solely as Trustee, under the provisions of a Deed or Deeds in Trust duly recorded and delivered to the First Illinois Bank & Trust in pursuance of a Trust Agreement dated August 9, 1977, and known as Trust No. 4443, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenant, promises or agreements) by the First Illinois Bank & Trust are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the First Illinois Bank & Trust by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this instrument.

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EXHIBIT A OF JOINDER FOR FIRST ILLINOIS

THE WEST 72.52 FEET OF LOT 2 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.70 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4, TOGETHER WITH THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT LOTS 1 TO 5, BOTH INCLUSIVE, OF CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889, AS DOCUMENT NUMBER 1149383 IN BOOK 37 OF PLATS PAGE 18.

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EXHIBIT B OF JOINDER FOR FIRST ILLINOIS

EASEMENT FOR INGRESS AND EGRESS

THAT PART OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST 404.70 FT. OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FOURTEEN, TOWNSHIP THIRTY-SEVEN NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FOURTEEN; THENCE SOUTH 00°-00'-00" WEST, BEING AN ASSUMED BEARING ON THE WEST LINE OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FOURTEEN, A DISTANCE OF 711.17 FT.; THENCE NORTH 90°-00'-00" EAST A DISTANCE OF 28.12 FT. TO THE POINT OF BEGINNING; THENCE SOUTH 7°-53'-57" EAST A DISTANCE OF 445.13 FT.; THENCE SOUTH 13°-11'-46" WEST A DISTANCE OF 152.65 FT.; THENCE SOUTH 51°-12'-58" WEST A DISTANCE OF 104.79 FT.; THENCE SOUTH 1°-02'-33" EAST A DISTANCE OF 670.96 FT.; THENCE SOUTH 11°-29'-47" WEST A DISTANCE OF 121.88 FT TO THE CENTER LINE OF CHICAGO JOLIET ROAD; THENCE SOUTH 87°-52'-38" EAST ON THE CENTER LINE OF SAID CHICAGO JOLIET ROAD, A DISTANCE OF 15.03 FT.; THENCE NORTH 11°-29'-47" EAST A DISTANCE OF 121.83 FT.; THENCE NORTH 1°-02'-33" WEST A DISTANCE OF 664.48 FT.; THENCE NORTH 51°-12'-58" EAST A DISTANCE OF 102.60; THENCE NORTH 13°-11'-46" EAST A DISTANCE OF 165.51 FT.; THENCE NORTH 7°-53'-57" WEST A DISTANCE OF 445.85 FT.; THENCE SOUTH 90°-00'-00" WEST A DISTANCE OF 15.14 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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