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SITE AGREEMENT NO. 26 - MT. PROSPECT, ILLINOIS

THIS AGREEMENT, made this 1st day of July, 1986, between BRUNO J. PFESKI and FLORENCE S. PRESKI (collectively, "Lessor"), and ROGERS RADIOCALL, INC., an Illinois corporation ("Lessee"):

WITNESSETH:

Lessor, for and in consideration of the covenants and agreements herein-after mentioned to be kept and performed by Lessee, hereby demises and leases to Lessee, for the Term and any Extended Terms (as such phrases are hereinafter defined), the real estate situated in the Village of Mt. Prospect, in the County of Cook and State of Illinois, described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and made a part hereof (which real estate shall hereinafter be called the "Premises"), and hereby grants and conveys to Lessee certain Easements (as such phrase is hereinafter defined) appurtenant to the Premises. During the Term and any Extended Terms, Lessee shall also have the benefit of Lessor's interest in all easements, privileges and other appurtenances pertaining to the Premises that are reasonably necessary for Lessee's enjoyment of the leasehold created hereby.

TO HAVE AND TO HOLD the Premises and the Easements, unto Lessee, for a term (the "Term") commencing July 1, 1986 and ending July 31, 2006, and for any Extended Terms (as such phrase is hereinafter defined).

AND Lessee, in consideration of the leasing of the Premises and the granting of the Easements by Lessor, and in consideration of Lessor's warranties herein, hereby covenants and agrees with Lessor as follows:

1. Lessee shall pay Lessor as rent for the Premises, for the Term, the amounts set forth in paragraph 2 hereof, all of which payments shall be made to Lessor at 2069 Busse Road, Mt. Prospect, Illinois 60056, or such other place as the Lessor may designate from time to time by notice to Lessee. In addition to rent for the Premises, Lessee shall reimburse Lessor for Lessor's attorneys' fees in connection with the negotiation of this agreement, in an amount not in excess of \$1,000.00.

2. The rent payable by Lessee to Lessor shall be as follows:

\$1000.00 per month for the period from the first day of the calendar month following the month in which Lessee shall have obtained all necessary local, municipal, county, state and federal approvals, licenses and permits, including, without limitation, all necessary zoning variations, zoning ordinance amendments, special use approvals and building permits (all such approvals, licenses and permits shall hereinafter collectively be called the "Approvals"), so as to permit construction on and use and occupancy of the Premises for all of the purposes set forth in paragraph 3 hereof, through the date of expiration of the Term and any Extended Terms, or such earlier date as this agreement is terminated, such monthly installments payable one each in advance on the first day of every calendar month during said period. Monthly rent shall be adjusted as provided in paragraph 25 of this agreement. Lessee shall diligently pursue the Approvals.

3. The Premises may be used in connection with the operation of a cellular mobile telephone system, a radio 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 a tower or in buildings or other improvements to be constructed upon or in the Premises, or for any substantially similar use.

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Prepared by & return to: 30X 6
Altheimer & Gray
Larry Deakin
10 S. Wacker Dr. 3800
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4. A. The Premises are not readily accessible to a public way, and electric, telephone and other utility services are not available directly to the Premises. Accordingly, Lessor shall and does hereby grant and convey to Lessee, the following easements ("Easements"):

(1) an Easement over and across other property owned by Lessor (shown as "easement for ingress and egress" on Exhibit B attached hereto) to provide suitable, adequate and direct 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;

(ii) an Easement upon, over, under and across the other property owned by Lessor described in subparagraph 4A(i) above, for the 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

(iii) an Easement upon, over, under and across such other property owned by Lessor as is reasonably necessary for the effective exercise of Lessee's rights under this agreement, including, without limitation, an easement to use an area not smaller than seventy-five (75) feet by one hundred eighty (180) feet, adjacent to the Premises, for temporary storage and use of construction materials and equipment during any time, from time to time, that Lessee is constructing, installing, removing, repairing or replacing improvements or Equipment upon or in the Premises as permitted by this agreement, and during the time of clean-up operations after completion of any such construction, installation, removal, repairs or replacements, provided, however, that Lessee shall repair and restore the area covered by such Easement after any such construction, installation, removal, repairs or replacements to at least as good a condition as when Lessee first entered upon the area covered by such Easement.

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

B. Lessor represents and warrants that Lessor 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 during the Term and any Extended Terms, twenty-four (24) hours each and every day, seven (7) days per week, for the purpose of constructing, installing, removing, repairing, 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. Throughout the Term and any Extended Terms, Lessor shall provide snow removal services, as, when and where necessary to ensure that Lessee and Lessee's Related Parties shall have such free and unrestricted access to and from Premises from and to an open public street, road or way; provided that Lessor shall provide snow removal services for the asphalt-paved portions of the Easement Areas on a Prompt Response Basis (as hereinafter defined) and Lessor shall provide snow removal services for the unpaved portions of the Easement Areas on a Reasonable Response Basis (as hereinafter defined). Throughout the Term and any Extended Terms, Lessor shall provide Lessee with a telephone number which, if called by Lessee or one of Lessee's Related Parties, will ring at a location that is staffed by Lessor or its employees twenty-four (24) hours each and every day, seven (7) days each and every week. If Lessee or one of Lessee's Related Parties calls such telephone number from time to time and requests snow removal services from Lessor, Lessor will cause such snow removal services to be provided so that the aforescribed free and unrestricted access will be restored within two (2) hours of the time of that call ("Prompt Response Basis") or within a reasonable period after the time of that call ("Reasonable Response Basis").

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C. At Lessee's request from time to time, and without further payment or consideration, Lessor shall grant and convey 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 such companies, perpetual easements to use the Easement Area described in subparagraph 4A hereof for the purposes set forth in said subparagraph 4A (ii), on such terms and conditions as are customarily contained in such forms of instrument or easement agreement as are then being used by such companies; and Lessor shall take any and all reasonable actions and execute, acknowledge and deliver any and all documents requested by such companies or Lessee in order to accomplish the foregoing.

5. Lessor represents and warrants that Lessor owns good and marketable title in fee simple to the Premises and the Easement Areas described in paragraph 4A hereof, 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 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, which approval shall not be unreasonably withheld or delayed.

6. A. Lessee shall pay all charges for heat, light, power, telephone and other utilities used in connection with the Premises during the Term and any Extended Terms. If Lessee shall fail to pay any such charges when due, Lessor may pay the same, and Lessee shall repay Lessor for any amounts so advanced, plus interest thereon from the date so advanced by Lessor to the date repaid by Lessee, at a rate of interest per annum equal to the rate of interest announced from time to time by The First National Bank of Chicago as its prime lending rate to its most creditworthy customers plus two percent (2%), within fifteen (15) days after receipt of Lessor's statement therefor.

B. Lessee shall pay during the Term and any Extended Term any increase during the Term and any Extended Term in the amount of the real estate taxes for the parcel of real estate owned by Lessor of which the Premises are a part, which parcel is designated by Permanent Tax Index Number _____, but only to the extent such increase is directly attributable to increases in the improvement portion of the assessed valuation of said parcel for and by reason of improvements or additions constructed or made by Lessee on the Premises; provided that 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. Such payments shall be made within fifteen (15) days of Lessee's receipt of an invoice therefor from Lessor, along with a true copy of the appropriate tax bill and a computation of the sum payable by Lessee under the terms hereof, certified by Lessor as true and correct, justifying such invoice. If Lessee shall fail to pay any such charges when due, Lessor may pay the same, and Lessee shall repay Lessor for any amounts so advanced, plus interest thereon from the date so advanced by Lessor to the date repaid by Lessee, at a rate of interest per annum equal to the rate of interest announced from time to time by The First National Bank of Chicago as its prime lending rate to its most creditworthy customers plus two percent (2%), within fifteen (15) days after receipt of Lessor's statement therefor.

7. Lessee shall have the right at any time during the Term and any Extended Terms, at their own expense, to construct or make any improvements or additions of whatever kind or description consistent with the permitted uses set forth in paragraph 3 above, and to install Equipment, upon or in the Premises, and to remove any such improvements, additions and Equipment so constructed, made or installed. Any and all improvements or additions so constructed or made, and any and all Equipment so installed, upon or in the Premises, shall remain personal property notwithstanding the fact that any or all of same may be affixed or attached to the Premises, and, during the Term and any Extended Terms, and upon expiration thereof, or the termination of this agreement, shall belong to and be removable by Lessee.

8. Lessee shall keep the Premises in good condition and repair in accordance with applicable state and municipal laws, and, at the expiration of

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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, additions 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 excepted.

9. Lessee and its agents may apply to the appropriate governmental authorities and public utilities, in Lessee's name or, if necessary in Lessor's name, or if necessary jointly, for any Approvals and easements required of or deemed necessary or useful by Lessee for its use of the Premises, or in order to construct or make improvements or additions, or to install Equipment, upon or in the Premises. 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 (including, without limitation, the grant of utility easements), provided that none of the foregoing actions, documents or instruments shall impose any material liability on Lessor. Lessee shall reimburse Lessor for any costs actually 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 under this agreement are contingent upon the occurrence of the following events on or before December 31, 1986:

- (a) Lessee shall have received the Approvals and easements referred to in paragraphs 2, 4 and 9 hereof; and
- (b) Lessee shall have received results of soil tests (to be obtained by Lessee) relating to the Premises, and such results are satisfactory to Lessee in its sole discretion.

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 December 31, 1986, Lessee may waive such contingencies and thereby continue this agreement in full force and effect, or Lessee may terminate this agreement on or before said date by notice to Lessor. Upon such termination by Lessee, this agreement, 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 and hold harmless Lessor and the Premises from and against all liens or claims for lien for material or labor by reason of any work done and/or material furnished Lessee in connection with the construction by Lessee of any improvements or additions upon or in the Premises. If any such lien or claim for lien is filed against the Premises, or any part thereof, by reason of the construction of any improvements or additions by Lessee, Lessor shall give notice thereof to Lessee and demand that Lessee remove such lien or claim for lien, 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 a surety bond protecting Lessor against such lien), without inquiring into the validity thereof, remove the same at its own expense, and Lessee shall repay Lessor for any amounts so advanced, plus interest thereon from the date so advanced by Lessor to the date repaid by Lessee, at a rate of interest per annum equal to the rate of interest announced from time to time by The First National Bank of Chicago as its prime lending rate to its most creditworthy customers plus two percent (2%), within fifteen (15) days after receipt of Lessor's statement therefor.

12. Lessee shall, at its own expense, during the Term and any Extended Terms, insure Lessor by a company or companies authorized to do business in the State of Illinois against any liability which may be incurred by Lessor on account of death, bodily injury or property damage which may be sustained by any person or persons or their property who or which might at any time be in or about the Premises. Said policy or policies of insurance shall be in limits of not less than One Million Dollars (\$1,000,000.00), in the event of either

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bodily injury or death, or property damage, or both, as the result of any one accident or occurrence. Lessee shall deliver certificates therefor to Lessor upon request. In the event Lessee shall fail to procure such public liability insurance or pay the premiums therefor or deliver said certificates therefor to Lessor upon request, Lessor may procure such insurance and pay the premiums therefor, and Lessee shall repay Lessor for any amounts so advanced, plus interest thereon from the date so advanced by Lessor to the date repaid by Lessee, at a rate of interest per annum equal to the rate of interest announced from time to time by The First National Bank of Chicago as its prime lending rate to its most creditworthy customers plus two percent (2%), within fifteen (15) days after receipt of Lessor's statement therefor.

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 agents, officers or employees, on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, their respective property, the Premises or any improvements thereon or therein, or any personal property of such party thereon or therein, or the Easement Areas, by reason of fire, the elements or any other cause which could be insured against under the terms of standard property, liability, fire and extended coverage 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 such right of subrogation from its respective insurance companies.

14. If Lessee determines that the Premises or any of the Easement Areas have become substantially unusable by Lessee for any of the uses or purposes permitted by this agreement, or if Lessee determines that Lessee's ability to use the Premises or any of the Easement Areas for any of such purposes has become diminished or impaired, whether by reason of one or more restrictions or prohibitions imposed by any law, statute, ordinance, rule, regulation or administrative or court order, or by reason of any change in any law, statute, ordinance, rule, regulation, or administrative or court order, or by reason of any matter affecting title to or Lessee's ability to use the Premises or any of the Easement Areas, or by reason of Lessee being denied the free and unrestricted access required by paragraph 4B hereof, or by reason of any defect in or accident in or about the Premises or the Easement Areas which results in damage to Lessee, any of Lessee's property or any of the improvements or additions constructed or made by Lessee in or to the Premises, or by reason of interference with transmission or reception of communication signals, new construction in the vicinity of the Premises, erection of electrical transmission lines, or for any other reason beyond the reasonable control of Lessee, or if Lessee shall at any time not have all of the licenses and permits required to operate its business using the Premises, then at Lessee's option, Lessee may terminate this agreement by thirty (30) days' notice to Lessor, and upon such termination the Term and all obligations of the Lessee 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.

15. Lessee shall have the right, without the consent of Lessor, to assign this agreement and the Easements contained herein or sublet all or any part of the Premises for any use permitted by paragraph 3 hereof to any corporation into which or with which Lessee merges or consolidates or which shall acquire substantially all the assets of Lessee, to any parent corporation which owns fifty percent (50%) or more of the capital stock of Lessee, to any subsidiary corporation of which Lessee owns fifty percent (50%) or more of the capital stock, to any affiliate of Lessee, to any person, firm or corporation which shall control, be controlled by or be under common control with Lessee, or to any person, corporation or other entity licensed (or to be licensed contemporaneously or in connection with the assignment of this agreement or the subletting of all or any part of the Premises) by the Federal Communications Commission to operate a cellular mobile telephone system. Lessor covenants and agrees that it will not unreasonably delay or unreasonably withhold

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consent to any other assignment or subletting to any other person, corporation or other entity. In addition, Lessee shall have the right, without the consent of Lessor, to assign or otherwise transfer, for collateral purposes or in connection with any financing or equipment leasing arrangement into which Lessee may enter, this agreement, the Easements contained herein, and each, every and all of Lessee's rights, privileges and obligations hereunder, in consideration of or as additional security for any financing or equipment leasing arrangement into which Lessee may enter which may affect Lessee's interest hereunder, and any such assignment or transfer shall not constitute a default under this agreement. Further, Lessee shall have the right to record, register or file such evidence of any such assignment or transfer as may be required in conjunction with any such financing or equipment leasing arrangement, and such recording, registration or filing shall not constitute a default under this agreement.

16. Lessor, on behalf of itself and its successors and assigns, covenants and agrees with Lessee that as long as Lessee pays the rent herein reserved and performs all of Lessee's obligations hereunder, Lessee shall have quiet and peaceful enjoyment and possession of the Premises and the Easement Areas throughout the Term and any Extended Terms, and shall be entitled to exercise all of Lessee's rights hereunder (including, without limitation, Lessee's options to extend the Term of this agreement) during the Term and any Extended Terms.

17. Lessee will, from time to time, upon twenty (20) days' prior request by Lessor, execute, acknowledge and deliver to Lessor a certificate of Lessee stating that this agreement is unmodified and in full force and effect (or, if there have been modifications, that this agreement is in full force and effect as modified, and setting forth such modifications) and the dates to which rent and additional rent have been paid, and either stating that to the knowledge of Lessee no default exists hereunder or specifying each such default of which Lessee has knowledge. Lessor will, from time to time, upon twenty (20) days' prior request by Lessee, execute, acknowledge and deliver to Lessee a certificate of Lessor stating that this agreement is unmodified and in full force and effect (or, if there have been modifications, that this agreement is in full force and effect as modified, and setting forth such modifications) and the dates to which rent and additional rent have been paid, and either stating that to the knowledge of Lessor no default exists hereunder or specifying each such default of which Lessor has knowledge. Any such certificate of Lessee or Lessor may be relied upon by any person or entity. Failure to give such a certificate within twenty (20) days after such request shall be conclusive evidence that this agreement is in full force and effect and that the party requesting such certificate is not in default hereunder, and the party failing to give such certificate within said twenty (20) day period shall be estopped from asserting any defaults known to such party at that time.

18. If Lessee shall default in the payment of any installment of the rent hereby reserved and any such default shall continue for a period of fifteen (15) days after written notice thereof is received by Lessee, or if Lessee shall default in the performance of any other obligation herein contained to be performed by Lessee and any such default shall continue for a period of 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 if Lessee is adjudicated a bankrupt or a trustee is appointed for Lessee after a petition for reorganization or arrangement has been filed against Lessee under the Bankruptcy Act of the United States (and the order of adjudication or for the appointment of a trustee has not been vacated within sixty (60) days after the entry thereof), then upon ten (10) days' notice to Lessee, the right of Lessee 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 the Lessor so elects, but not otherwise, and upon notice of such election, this agreement shall thereupon terminate, and upon termination of Lessee's right of possession as aforesaid, whether this agreement be terminated or not, Lessee agrees to 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.

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19. If any suit or action shall be brought to enforce any of the terms, covenants or conditions of this agreement, to recover any rent under this agreement, to terminate this agreement or to recover possession of the Premises, 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' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered. Except as provided in paragraph 1 above, each party shall pay all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, incurred or sustained 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 to be given under this agreement shall be in writing and may be delivered in person or mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed to Lessor, if intended for it, at 2069 Busse Road, Mt. Prospect, Illinois 60056, and addressed to Lessee, if intended for it, at Cellular One, 840 East State Parkway, Schaumburg, Illinois, 60195 Attention: Business Manager, and shall be deemed given when personally delivered, or on the date indicated on a return receipt that delivery was made or refused. Either party hereto may change the place for notice to it by like written notice to the other.

21. 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.

22. This agreement and all the rights, covenants and obligations contained in this agreement shall inure to the benefit of and be binding upon the following persons and entities and their respective heirs, executors, administrators, personal representatives, successors and assigns: Lessor, Lessee and Lessee's lenders, mortgagees, deed of trust trustees, successors, permitted assigns, permitted subtenants, employees, agents, contractors, subcontractors, licensees and customers.

23. In any case where the approval or consent of Lessor is required under this agreement, and if Lessor consists of more than one person or entity, an approval or consent by any of the persons or entities comprising Lessor shall be sufficient, and Lessee may rely upon such approval or consent. In furtherance thereof, each of the persons and entities comprising Lessor does hereby irrevocably make, constitute and appoint each of the other persons and entities comprising the Lessor, acting alone, as its, his or her agent and true and lawful attorney-in-fact, for and in its, his or her name, place and stead to approve, authorize, sign, execute, acknowledge and deliver any and all documents, instruments and certificates in connection with approvals or consents from time to time required, requested or otherwise to be given under this agreement, hereby conferring upon said attorney the most comprehensive powers possible to be given in connection with the foregoing, and hereby ratifying all that said attorney lawfully shall do or cause to be done by virtue of the power of attorney hereby conferred. 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.

24. This agreement represents the entire, integrated agreement of the parties hereto. No alteration, amendment or addition to this agreement shall be binding upon any party hereto unless contained in a writing signed by the parties. 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 Lessor and Lessee, 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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25. For purposes of this paragraph 25, the phrase "Adjustment Date" shall mean the first day of August, 1991, and every anniversary of such date thereafter that is evenly divisible by five (5) during the Term and any Extended Terms. Beginning on each Adjustment Date, effective for the succeeding period of five (5) years, the monthly rent payable by Lessee pursuant to paragraph 2 hereof shall be adjusted as herein provided based on one-half (1/2) of the change, if any, from July 1, 1986 in the Consumer Price Index for All Urban Consumers, City of Chicago, Illinois area [Base Year 1967=100] ("CPI") published by the United States Department of Labor, Bureau of Labor Statistics. During the five (5) year period following each Adjustment Date, the monthly rent shall be the product obtained by multiplying \$1,000.00 times the sum of one (1) plus a fraction, the numerator of which shall be the product obtained by multiplying .50 times the difference determined by taking the CPI on such Adjustment Date minus the CPI on July 1, 1986, and the denominator of which shall be the CPI on July 1, 1986. Notwithstanding anything to the contrary contained herein, the monthly rent payable by Lessee shall not be adjusted pursuant to this paragraph 25 by more than five percent (5%) of the initial monthly rent (pursuant to paragraph 2 hereof) per year. If the CPI becomes unavailable to the public because publication thereof is discontinued, or if it otherwise becomes unavailable, the parties shall substitute a comparable index which is chosen by agreement of the parties and which is based upon changes in the cost of living or purchasing power of the consumer dollar and published by the Bureau of Labor Statistics or any other governmental agency or, if no such index is available, then a comparable index published by a bank with assets of more than Three Billion Dollars. If the manner in which the CPI is determined by the Bureau of Labor Statistics shall be substantially revised, the parties shall make an adjustment in such revised index which will produce results equivalent, as nearly as possible, to those which would have been obtained if the CPI had not been so revised. If 1967 shall no longer be used as the Base Year or the base point of 100, such change shall constitute a substantial revision. The parties shall make a good faith attempt to agree upon a substitute index or the appropriate adjustment in the revised index, as the case may be. If the parties cannot agree after attempting to do so for twenty (20) days, the substitute index or appropriate adjustment in the revised index, as the case may be, shall be determined by arbitration. Each of the parties shall choose one arbitrator and said two arbitrators shall choose a third arbitrator who shall make the determination required hereby. The arbitrators shall be experienced bankers in the county in which the Premises are located and shall be competent and impartial and of good moral and business reputation. The arbitrator chosen to make the requisite determination shall be directed to render a determination in writing within twenty (20) days after receiving the issue. The expense of arbitration shall be borne equally by the parties and the report of the arbitrators shall be binding upon the parties.

26. Lessee shall have five (5) successive options to extend the Term of this agreement upon the same terms and conditions for five (5) additional periods of ten (10) years each (the "Extended Terms") upon giving written notice to Lessor of Lessee's intention to exercise any such option at least sixty (60) days prior to the expiration of the original Term or any Extended Term. The word "Term" as used in this agreement shall include the Extended Terms when and as Lessee's options to extend shall be exercised.

27. Lessor may, at its option, subordinate this agreement and Lessee's interest hereunder to any mortgage, deed of trust, or other lien hereafter placed on the Premises; provided that Lessor shall first obtain and deliver to Lessee from any future mortgagee, trustee, fee owner, prime lessor or any person seeking to have an interest in the Premises superior to this agreement, a written non-disturbance agreement providing that (a) this agreement shall be recognized by the mortgagee, trustee, fee owner, prime lessor or other person, and that all of the rights of Lessee, including, without limitation, Lessee's options to extend the Term of this agreement, shall remain in full force and effect during the Term and any Extended Term, and (b) as long as Lessee attorns to the mortgagee, trustee, fee owner, prime lessor or other person, its successors or assigns, and performs all of Lessee's obligations hereunder, Lessee shall not be named or joined in any action or proceeding to foreclose or terminate the interest of Lessor or enforce any such mortgage, deed of trust, prime lease or fee owner's rights, or the rights of such other person, brought or filed by any such person. In the event of foreclosure or any enforcement of any such mortgage, deed of trust, prime lease or fee owner's rights, or the rights of such other person, Lessee's rights hereunder shall

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expressly survive, and this agreement shall in all respects continue in full force and effect; provided that Lessee performs all its obligations hereunder and attorns to the mortgagee, trustee, purchaser at the foreclosure sale, prime lessor, fee owner or other person. The subordination of this agreement and Lessee's interest hereunder to any such mortgage, trust deed, prime lease or other instrument is expressly conditional upon Lessor obtaining and delivering to Lessee such non-disturbance agreement. Provided such non-disturbance agreement is delivered to Lessee, Lessee agrees to execute, if the same is required, any and all instruments in writing which may be requested by Lessor to subordinate Lessee's rights under this agreement to the lien of any such mortgage, deed of trust, prime lease or other instrument, all as aforesaid.

28. Lessee shall make all repairs, alterations, additions or replacements to the Premises, and shall keep the Premises equipped with all safety appliances, required by any applicable law or ordinance or any order or regulation of any public authority having jurisdiction; provided that Lessee shall have the right to contest the applicability and validity of any such law, ordinance, order or regulation, and/or the jurisdiction of any such public authority, by appropriate proceedings diligently conducted.

29. Lessor shall not be liable for, and, to the extent permissible by state law, Lessor waives all claims for, damage to person or property sustained by Lessee or any person claiming through Lessee resulting from any accident or occurrence in or upon the Premises or the Easement Areas; provided that the foregoing shall not be construed to apply to any damage to person or property which results from any negligent act or omission of Lessor, its employees or agents, or any person claiming by, through or under any of them.

30. Lessee agrees to advise Lessor promptly in the event of an accident, casualty, damage or other similar occurrence in or to the Premises or the Easement Areas of which Lessee has knowledge. Lessor agrees to advise Lessee promptly in the event of an accident, casualty, damage or similar occurrence in or to the Premises or the Easement Areas of which Lessor has knowledge.

31. If Lessee remains in possession of the Premises after the termination of this agreement, whether by expiration of the Term or by any other cause, and absent the execution of a new agreement or an extension of the Term pursuant to paragraph 26 hereof, Lessee, at the option of Lessor, shall be deemed to be occupying the Premises as a tenant from month to month, at one and one-half times the rent, subject to all the other conditions, provisions and obligations of this agreement insofar as the same are applicable to a month-to-month tenancy.

32. No consent or waiver, expressed or implied, by Lessor or Lessee to or of any breach of any covenant, condition or duty of Lessee or Lessor shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

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

LESSOR:


Bruno J. Preski


Florence S. Preski

LESSEE:

ROGERS RADIOCALL, INC.

By 

Its 

Attest: 

This instrument prepared by:

Stephen M. Dorfman
Alzheimer & Gray
333 West Wacker Drive
Chicago, Illinois 60606

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EXHIBIT A

Common address, if any, of Premises: 2069 Busse Road Mt. Prospect, Illinois

Legal Description:

PROPERTY DESCRIPTION

THAT PART OF THE NORTH WEST QUARTER OF SECTION TWENTY-THREE, TOWNSHIP FORTY-ONE NORTH, RANGE ELEVEN EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE WITH THE WEST LINE OF THE EAST 90.00 FEET OF THE WEST 662.08 FEET OF THE NORTH TEN ACRES OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE WEST 54.00 FEET ON THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE SOUTH 7.20 FEET ON AN LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 50.80 FEET ON SAID PERPENDICULAR LINE TO A POINT OF INTERSECTION WITH A LINE 58.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE EAST 50.31 FEET ON THE LAST DESCRIBED PARALLEL COURSE; THENCE NORTH 50.50 FEET ON A LINE PARALLEL WITH WEST LINE OF THE EAST 90.00 FEET OF THE WEST 662.08 FEET OF THE NORTH TEN ACRES OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE WEST 51.03 FEET ON A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT FOR INGRESS AND EGRESS DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION TWENTY-THREE TOWNSHIP FORTY-ONE NORTH, RANGE ELEVEN EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE WITH THE WEST LINE OF THE EAST 90.00 FEET OF THE WEST 662.08 FEET OF THE NORTH TEN ACRES OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE WEST 54.00 FEET ON THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE SOUTH 43.0 FEET ON AN LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 15.00 FEET ON SAID PERPENDICULAR LINE TO A POINT OF INTERSECTION WITH A LINE 58.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE EAST 437.08 FEET ON THE LAST DESCRIBED PARALLEL COURSE; THENCE SOUTH 82.51 FEET ON A LINE PARALLEL WITH THE EAST LINE OF BUSSE HIGHWAY; THENCE WEST 32.00 ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE EAST LINE OF BUSSE HIGHWAY; THENCE NORTH 20.00 FEET ON THE EAST LINE OF BUSSE HIGHWAY; THENCE EAST 12.00 FEET ON LINE PERPENDICULAR TO THE EAST LINE OF BUSSE HIGHWAY; THENCE NORTH 77.19 FEET ON A LINE PARALLEL WITH THE EAST LINE OF BUSSE HIGHWAY; THENCE EAST 456.84 FEET ON A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

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(PLAT OF SURVEY AND/OR SITE PLAN TO BE INSERTED BY LESSEE, ROGERS RADIOCALL, INC.)

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APR 11 2011

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EXHIBIT C

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

- (a) Current general real estate taxes not yet due and payable
- (b) Lessee's rights under the agreement of which this Exhibit C is a part

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PLAT

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SEE PLAT BOOKS

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