

**This Instrument Prepared by[ and  
after Recording Return to]:**

[PREPARER NAME]

[PREPARER STREET ADDRESS]

[MUNICIPALITY], IL [ZIP CODE]

**After Recording Return to:**

HP ARLINGTON STORAGE, LLC

c/o HOLLADAY PROPERTIES

3454 Douglas Road, Suite 250

South Bend, IN 46635

Attn: Peter J. Gillin

(For Recorder's Use Only)

## NON-EXCLUSIVE EASEMENT AGREEMENT

This NON-EXCLUSIVE EASEMENT AGREEMENT (this "**Agreement**"), dated as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "**Effective Date**"), by and between ARLINGTON OFFICE FUND, LLC, an Illinois limited liability company ("**Grantor**"), having an address at 4811 Emerson Avenue, Suite 112, Palatine, Illinois 60067, and HP ARLINGTON STORAGE, LLC, an Indiana limited liability company ("**Grantee**"), having an address at 3454 Douglas Road, Suite 250, South Bend, Indiana 46635 (each of Grantor and Grantee is a "**party**").

### Recitals

- A.** Grantor is the fee owner of certain real property located in the Village of Arlington Heights, County of Cook, State of Illinois, commonly known as 415 Golf Road, hereinafter referred to as "**Parcel A**" and more particularly described by the legal description on Exhibit A attached hereto and made a part hereof.
- B.** Grantee is the fee owner of certain real property located in the Village of Arlington Heights, County of Cook, State of Illinois, commonly known as 401 W. Golf Road, hereinafter referred to as "**Parcel B**" and more particularly described by the legal description on Exhibit B attached hereto and made a part hereof.
- C.** Grantor is willing to grant to Grantee, and Grantee is willing to receive, a non-exclusive easement for ingress and egress for motor vehicles, bicycles and pedestrians over, upon and across that portion of Parcel A described by the legal description on Exhibit C-I attached hereto and made a part hereof and depicted on Exhibit C-II attached hereto and made a part hereof (the "**Easement Area**").

**NOW, THEREFORE**, in and for consideration of the mutual covenants, terms, conditions, restrictions, and other provisions set forth herein and for other good and valuable consideration exchanged between Grantee and Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee and Grantee's successors and assigns, and Grantee hereby accepts from Grantor in "as is, where is" condition, pursuant to the covenants, terms, conditions, restrictions, and other provisions hereof, a nonexclusive, perpetual easement (the "**Easement**") in, through, upon, under, over, across, along, and throughout the Easement Area, for the benefit of Parcel B for the limited purposes set forth in this Agreement. The Easement shall serve the purpose of ingress to and egress from Parcel B.

2. **Purchase Price for Easement.** As consideration for the grant of the Easement, Grantee shall pay the Grantor the sum of REDACTED within three (3) business days of the execution of this Agreement by federal funds wire transfer of immediately available funds to the following account: [Insert Grantor Wiring Info]

3. **Use of Easement.** Grantee, together with its tenants, occupants, employees, agents, contractors, customers, invitees and licensees, may use the easement on a non-exclusive basis for reasonable access, ingress and egress to and from Parcel B over the Easement Area, including over any paved driveways, roadways and walkways presently or hereafter constructed. Except as may be reasonably required to complete the Improvements described in Section 6 below, Grantee may not use the Easement Area for construction or heavy truck traffic.

4. **Representations and Warranties.** The parties hereby represent and warrant to each other as follows:

(a) Grantor hereby represents and warrants to Grantee that: (i) Grantor is the fee owner of Parcel A, as described in the recitals of this Agreement; (ii) Grantor has the full right, power, title, and interest to grant the Easement to Grantee; (iii) the Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the provisions hereof; and (iv) Grantee's easement rights hereunder shall not be defeased, impaired, or adversely affected by superior title.

(b) Grantee hereby represents and warrants to Grantor that Grantee is the fee owner of Parcel B, as described in the recitals of this Agreement.

5. **Authority.** Each party represents and warrants that it has the authority to execute this Agreement, and each individual signing on behalf of a party to this Agreement states that: (a) they are the duly authorized representative of that party; and (b) their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the individual is signing.

6. **Improvements.** Grantee may construct and maintain improvements in and upon, the Easement Area that are reasonably related to both the purpose of the Easement and Grantee's use and enjoyment of the Easement ("**Improvements**"), upon receipt of the prior written approval of Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed. Any Improvements shall be completed in a good and workmanlike manner and shall not interfere with Grantor's use and enjoyment of Parcel A. If the surface of any portion of the Easement Area is disturbed by Grantee's construction of Improvements, the area shall be restored to the condition in which it existed as of the commencement of the activity.

7. **Plans.** Prior to commencing the Improvements, Grantee shall provide Grantor with reasonably detailed plans reflecting the proposed Improvements, which plans shall be subject to the written approval of Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of any Improvements.

8. **Costs and Lien-Free Construction.** Grantee shall bear and promptly pay, without the imposition of any lien or charge on or against all or any portion of Parcel A, all costs and expenses incurred by Grantee in connection with the construction of any Improvements. Grantee hereby acknowledges and agrees that if any lien is filed against Parcel A as a result of Grantee's activities in the Easement Area and Grantee has not had the lien removed of record within sixty (60) days of the date of the initial filing of the lien, then Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law or in equity or both.

9. **Compliance with Laws.** Grantee shall obtain, at its sole cost and expense, all permits required for construction of any Improvements ("**Permits**"). Grantee shall construct Improvements in a good and workmanlike manner and in compliance with the Permits and applicable statutes, ordinances, rules, and regulations of all governing public authorities, as those statutes, ordinances, rules, and regulations are amended from time to time.

10. **Maintenance and Repair.** Grantor shall maintain and repair the Easement Area in a clean, sightly, safe, unobstructed, good and usable condition consistent with the standard of Class A office space in Arlington Heights, Illinois. Grantee shall pay Grantor REDACTED (the "**Annual Maintenance Fee**") on the first anniversary of the Effective Date and on each succeeding anniversary of the Effective Date thereafter as its share of the cost of maintaining and repairing the Easement Area; provided that the Annual Maintenance Fee shall increase by Four Percent (4%) per annum over the rate charged for the immediately preceding year. All costs of the maintenance and repair described in this Section 10 shall be due and payable on demand.

11. **Nonpayment of Costs.** If Grantee fails to pay any sum of money payable by it for maintenance or repair under Section 10 for fifteen (15) days after written notice from Grantor demanding payment therefor, then (a) the unpaid amount shall bear interest at the rate of ten percent (10%) per annum from the date of demand to the date when paid, and (b) Grantor may terminate the Easement; provided,

however, if Grantor fails to maintain the Easement Area in a clean, sightly, safe, unobstructed, good and usable condition consistent with the standard of Class A office space in Arlington Heights, Illinois, Grantee may withhold payment of the Annual Maintenance Fee until such time as Grantor causes the Easement Area to meet such standard; and provided further, Grantor may not terminate the Easement if Grantee has withheld payment of the Annual Maintenance Fee due to a failure by Grantee to properly maintain the Easement Area.

12. **Reservation of Rights.** Grantor reserves all right, title, and interest in and to the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Agreement; provided, however, that Grantor shall not: (a) erect or maintain any buildings that may cause damage to or interfere with Improvements; or (b) develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase the costs to Grantee of installing Improvements or restoring the Easement Area after such installation. Grantor shall have the right to grant additional easement rights in the Easement Area to other individuals or entities, provided same shall not interfere with or otherwise adversely affect any of Grantee's rights herein. Grantor's use and enjoyment of the Easement Area shall not interfere with or adversely affect Grantee's rights herein.

13. **Relocation.** Grantor may relocate the Easement Area if prior written consent is obtained from Grantee, which consent may not be unreasonably withheld, conditioned, or delayed, or without Grantee's consent if such relocation is required by law. If Grantor desires to relocate the Easement Area, Grantor shall send a request to relocate the Easement Area, in writing, to Grantee. Grantee shall respond to the request to relocate, in writing, within thirty (30) days of receiving the relocation request. If the parties agree to relocate the Easement Area, then this Agreement shall be amended to reflect same. Grantor shall be responsible for all documented costs and expenses, including without limitation reasonable attorneys' fees of Grantee, incurred in connection with relocating the Easement Area.

14. **Covenants Running with the Land.** The parties hereby acknowledge and agree that the provisions in this Agreement, including the obligations imposed and the Easement and other rights conferred, are intended to, and do, constitute covenants that run with the land. This Agreement and its provisions bind and benefit the parties and shall inure to the benefit of and be binding on each party's successors (which includes successors in interest by way of merger, conversion, acquisition, or otherwise) and assigns. However, this Section 14 is not to be construed to create or confer any right of assignment where one does not exist. Notwithstanding the foregoing language in this Section 14, Grantee acknowledges that, while Grantee owns Parcel B, Grantee's rights and obligations under this Agreement may not be assigned or delegated by Grantee separately from conveyance of Parcel B without the prior written consent of Grantor, which consent may be given or withheld in Grantor's sole and absolute discretion. Any attempted assignment or delegation by Grantee without the prior written consent of Grantor shall be *void ab initio*.

15. **Liability After Transfer of Ownership.** Grantor, Grantee, and their respective successors and assigns, after conveyance of its interest in Parcel A or Parcel B (as applicable) to a third party, shall

not be liable for any breach under this Agreement occurring after conveyance of its interest, and the third party shall automatically assume and be bound by the obligations and other provisions of this Agreement, which run with both Parcel A and Parcel B.

16. **No Merger.** It is the intention of the parties that, notwithstanding the fact that the fee simple interests in Parcel A and Parcel B might in the future be owned by the same person or entity, the Easement created by this Agreement shall not merge into the fee simple interest but shall continue to burden Parcel A and benefit Parcel B, and this Agreement shall continue in full force and effect.

17. **Grantor Not Liable.** In no event shall Grantor or Grantor's officers, invitees, agents, employees, partners, managers, members, successors, or assigns (collectively, the "**Grantor Parties**") be liable for any damage to, or loss of, personal property or equipment sustained by Grantee within the Easement Area caused by Grantee's acts or omissions in connection with the construction of the Improvements, whether or not it is insured, even if such loss is caused by the negligence of Grantor or the Grantor Parties or both.

18. **Limitation of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GRANTOR HEREUNDER, OR FOR ANY OTHER REASON, GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

19. **Indemnification.** Grantee shall indemnify, defend, and hold Grantor and the Grantor Parties harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including without limitation reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from or by reason of Grantee's access to or use of the Easement Area.

20. **Insurance.** Grantee shall maintain, at its expense, and shall keep in full force and effect at all times during the term of this Agreement:

(a) A policy of commercial general liability insurance that includes contractual liability coverage, including coverage for all insurable obligations in this Agreement, and personal injury and property liability coverages, and vehicle coverage, including coverage against claims for any injury or death to persons and any damage to or loss of property occurring on, in, or about the Easement Area, all with respect to the Easement Area and Grantee's use therein and all as adjusted according to this Subsection 20(a). The combined single limit of all coverages shall not be less than One Million and No/100 dollars (\$1,000,000.00). Grantor and its agents, contractors, mortgagees, and tenants (and any other third parties required by Grantor) shall be named as additional insureds on the insurance policy.

(b) A property insurance policy for the full replacement cost of any Improvements, including builder's risk coverage that shall be obtained before commencement of construction of

Improvements, including preparatory work and delivery of construction materials to the Easement Area. The insurance policy shall name Grantor and its agents as additional insureds and Grantor's mortgagees as loss payees.

All insurance policies shall be from an insurer reasonably acceptable to Grantor. Prior to making any entry onto Parcel A, Grantee shall furnish to Grantor for each insurance policy required under this Agreement: (a) a certificate of insurance (i) evidencing the policy and required coverages and (ii) providing that the insurance policy and coverages may not be cancelled on less than thirty (30) days prior written notice to Grantor; and (b) proof of payment of the insurance premium.

21. **Default and Remedies.** Except as otherwise provided herein, a breach of any provision in this Agreement which continues after written notice and a thirty (30) day opportunity to cure shall be a default under this Agreement. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law or in equity. Specifically, this Agreement may be enforced by restraining orders and injunctions (temporary, preliminary, mandatory, or permanent) prohibiting interference with use of the Easement Area and mandating compliance with the provisions hereof. Restraining orders and injunctions will be available on proof of the existence of interference or threatened interference, without the necessity of proof of the inadequacy of other legal remedies or irreparable harm. Each party hereby acknowledges the inadequacy of legal remedies and the irreparable harm that would be caused by any existing interference or threatened interference. Restraining orders and injunctions will be available only to the parties to this Agreement and their respective successors and assigns; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. The rights and remedies in this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. Upon a determination by a court of competent jurisdiction that Grantee has defaulted under this Agreement, Grantor may terminate the Easement.

22. **No Waivers.** Any waiver of any provision or of any breach of any provision in this Agreement shall be in writing and signed by the party waiving the provision or breach. No waiver of any breach of any provision herein shall be deemed a waiver of any preceding or succeeding breach thereof or of any other provision herein. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

23. **Attorneys' Fees.** If any suit, action, or proceeding is brought by either party against the other party in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the prosecution or defense of the suit, action, or proceeding.

24. **Mortgagee Consent for Amendment.** This Agreement may not be amended in any way that would materially or adversely affect the rights of any mortgagees of record against either Parcel A or Parcel B without the consent of the mortgagees. If notice is given to a mortgagee at its last known address and no response is received within thirty (30) days after the delivery of notice, then consent shall be deemed granted and the amendment of this Agreement shall state that consent was requested and no response was given.

25. **Subordination.** Grantor shall obtain a subordination and non-disturbance agreement, in a form reasonably acceptable to Grantee, from [[MORTGAGEE NAME/NEGOTIATED LIENHOLDER NAME] under the [MORTGAGE DESCRIPTION/LIEN DOCUMENT DESCRIPTION] (the "**Mortgage**"), subordinating the lien of the Mortgage to this Agreement.

26. **Estoppel Certificates.** Upon written request, each party shall execute, acknowledge, and deliver to the other party within fifteen (15) days of such request a certificate certifying:

(a) 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 that the modifications are as described in (or attached to) the certificate.

(b) That the party delivering the certificate has not given to the other party notice of default under this Agreement that has not been cured and, to the best of the party's knowledge and belief, no default exists or, if there has been notice given or a default exists, certifying to those facts and to the accuracy of the description of the default.

(c) If the certificate is delivered by Grantor, that, to Grantor's actual knowledge, all necessary repairs and maintenance of the Easement Area have been completed in accordance with the provisions hereof.

Certificates delivered under this Section 26 may be relied on by the receiving party's prospective mortgagees, prospective tenants, and prospective successors in interest under this Agreement.

27. **Notices.** All notices, waivers, requests, demands, and consents required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third day following deposit with the United States Postal Service; or (d) electronic transmission (email) provided that the transmission is completed no later than 4:00 p.m. CST and the original is also sent via overnight courier or United States mail, whereby delivery is deemed to have occurred at the end of the day on which electronic transmission is completed. Any party shall change its address for purposes of this Agreement by giving written notice as

provided in this Section 27, and notices, waivers, requests, demands, and consents shall only be valid if served in the manner provided.

To Grantor: Name: Arlington Office Fund, LLC  
Address: 4811 Emerson Ave., Suite 112  
Palatine, IL 60067  
Telephone: REDACTED  
Email: REDACTED

with a copy to: Name: Dickinson Wright PLLC  
Attn: Jeffrey J. Stahl  
Address: 55 West Monroe Street  
Chicago, IL 60603  
Telephone: REDACTED  
Email: REDACTED

To Grantee: Name: Don Tomei  
Address: c/o Holladay Properties, 1 Walker Ave, Suite 300,  
Clarendon Hills, IL 60514  
Telephone: REDACTED  
Email: REDACTED

with a copy to: Name: Peter Gillin  
Address: c/o Holladay Properties, 3454 Douglas Road, Suite  
250, South Bend, IN 46635  
Telephone: REDACTED  
Email: REDACTED

28. **Time of the Essence.** Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

29. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Illinois. Grantor and Grantee consent to personal jurisdiction and venue in the county and district courts located in Cook County, Illinois, which courts shall have exclusive jurisdiction over any suit, action, or proceeding (whether contract, tort, or otherwise or in law or equity) arising out of or in connection with this Agreement.

30. **Partial Invalidity.** Any provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability



without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

31. **Existing Matters; Applicable Laws.** The Easement, rights, and obligations in this Agreement are made subject to: (a) any and all existing covenants, conditions, restrictions, and easements of record affecting the Easement Area; and (b) all applicable building and zoning codes and ordinances.

32. **Recording the Agreement.** The parties agree that this Agreement may be recorded in the recorder's office for the County of Cook, State of Illinois.

33. **Rule Against Perpetuities.** The Easement and all other interests granted or reserved in this Agreement are present interests fully vesting on the Effective Date. If a court of competent jurisdiction holds that the rule against perpetuities applies to any interest created by this Agreement, then each affected interest must vest, if at all, no later than twenty-one (21) years after the death of the last survivor of all of the descendants of the President and Vice President of the United States living on the Effective Date.

34. **No Public Dedication.** Nothing set forth in this Agreement shall be construed or deemed to confer on the general public any rights whatsoever with respect to the Easement Area, and Grantor reserves the right to do all things reasonably necessary to prevent the assertion of any claim stating otherwise.

35. **Headings.** Headings and captions used in this Agreement are for convenience only, do not define or limit the scope of this Agreement, and are not intended to interpret or change the meaning of any of the provisions of this Agreement.

36. **Singular or Plural.** The singular of any term, including any defined term, in this Agreement shall include the plural, and the plural of any term, including any defined term, in this Agreement, shall include the singular.

37. **Further Assurances.** Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing things, acts, and documents do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.

38. **Counterparts; Amendments.** This Agreement may be executed in counterparts and, when executed and delivered by all parties in person, shall become one (1) integrated agreement enforceable on its provisions. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended, except in a writing signed by each

party hereto or their respective successors or assigns. If amended as permitted by this Section 38, the term “Agreement” shall thereafter be read as including all those amendments. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

39. **Condition Precedent.** This grant of easement is conditioned upon Grantee paying Grantor’s costs incurred in connection with same, including without limitation Grantor’s legal fees, lender fees, surveyor or engineer’s expenses, and all other expenses within five (5) days of written request for same.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**GRANTOR:**

ARLINGTON OFFICE FUND, LLC, an Illinois limited liability company

By: \_\_\_\_\_

Name:

Title:

**GRANTEE:**

HP ARLINGTON STORAGE, LLC, an Indiana limited liability company

By: \_\_\_\_\_

Name:

Title:

[ACKNOWLEDGMENTS FOLLOW]

**ACKNOWLEDGMENTS**

**Grantor Acknowledgment**

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF [COUNTY NAME] )

The foregoing instrument was acknowledged before me on [DATE] by [SIGNATORY], as the [SIGNATORY TITLE] of [GRANTOR], a(n) [STATE OF ORGANIZATION] [ENTITY TYPE]. [SIGNATORY], personally known to me to be the same person whose name is subscribed to the foregoing instrument as such [SIGNATORY TITLE], appeared before me in person and acknowledged that he (or she) signed and delivered said instrument as his (or her) own free and voluntary act, and as the free and voluntary act of said [ENTITY TYPE], for the uses and purposes therein set forth.

Date: [DATE]

\_\_\_\_\_  
Notary Public  
My commission expires: [NOTARY  
COMMISSION EXPIRATION DATE]

[NOTARY SEAL OR STAMP]

**Grantee Acknowledgment**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ST. JOSEPH )

The foregoing instrument was acknowledged before me on [DATE] by Timothy E. Healy, as the [SIGNATORY TITLE] of HP ARLINGTON STORAGE, LLC, an Indiana limited liability company. Timothy E. Healy, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such [SIGNATORY TITLE], appeared before me in person and acknowledged that he (or she) signed and delivered said instrument as his (or her) own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Date: [DATE]

\_\_\_\_\_  
Notary Public  
My commission expires: [NOTARY  
COMMISSION EXPIRATION DATE]

[NOTARY SEAL OR STAMP]

**CONSENT OF MORTGAGEE**

[MORTGAGEE NAME] ("**Mortgagee**"), holder of a [MORTGAGE DESCRIPTION], recorded with the Recorder of Deeds of [COUNTY NAME] County, Illinois, on [RECORDING DATE], [as Document No. [RECORDING NUMBER]/in Book [RECORDING BOOK] at Page [RECORDING PAGE]] ("**Mortgage**"), hereby consents to the execution of and recording of the foregoing Easement Agreement[, and hereby subordinates the lien and provisions of the Mortgage to the foregoing Easement Agreement, including the easement granted therein].

IN WITNESS WHEREOF, the Mortgagee has caused this Consent of Mortgagee to be signed by its duly authorized by officers on its behalf on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

**MORTGAGEE:**

[MORTGAGEE NAME], a[n] [STATE OF ORGANIZATION] [ENTITY TYPE]

By: \_\_\_\_\_

Name:

Title:

**Mortgagee Acknowledgment**

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF [COUNTY NAME] )

The foregoing instrument was acknowledged before me on [DATE] by [SIGNATORY], as the [SIGNATORY TITLE] of [MORTGAGEE], a(n) [STATE OF ORGANIZATION] [ENTITY TYPE]. [SIGNATORY], personally known to me to be the same person whose name is subscribed to the foregoing instrument as such [SIGNATORY TITLE], appeared before me in person and acknowledged that he (or she) signed and delivered said instrument as his (or her) own free and voluntary act, and as the free and voluntary act of said [ENTITY TYPE], for the uses and purposes therein set forth.

Date: [DATE]

\_\_\_\_\_

Notary Public

My commission expires: [NOTARY COMMISSION EXPIRATION DATE]

[NOTARY SEAL OR STAMP]

**EXHIBIT A**

**Legal Description of Parcel A**

[REAL PROPERTY LEGAL DESCRIPTION]

Real Property Address: [STREET ADDRESS], [MUNICIPALITY], Illinois [ZIP CODE]

Tax Parcel Numbers: [REAL ESTATE TAX PARCEL NUMBERS]

**EXHIBIT B**

**Legal Description of Parcel B**

[REAL PROPERTY LEGAL DESCRIPTION]

Real Property Address: [STREET ADDRESS], [MUNICIPALITY], Illinois [ZIP CODE]

Tax Parcel Numbers: [REAL ESTATE TAX PARCEL NUMBERS]

**EXHIBIT C-I**

**Legal Description of Easement Area**

[REAL PROPERTY LEGAL DESCRIPTION]

Real Property Address: [STREET ADDRESS], [MUNICIPALITY], Illinois [ZIP CODE]

Tax Parcel Numbers: [REAL ESTATE TAX PARCEL NUMBERS]



**EXHIBIT C-II**

**Depiction of Easement Area**

Depiction attached.

[ATTACHMENT]