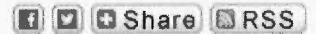


To watch the live meeting proceedings, please refresh this page at the scheduled meeting time, a link labeled "In Progress" will appear under the **Video** column

[District Home](#)[Legislation](#)[Calendar](#)[Proceedings](#)[Board of Commissioners](#)[Departments](#)[People](#)[Details](#)[Reports](#)

File #: 17-0245 Version: 1

Type: Agenda Item

Status: Adopted

File created: 2/22/2017

In control: [Engineering Committee](#)

On agenda: 3/2/2017

Final action: 3/2/2017

Title: Authority to approve and issue payment for a permanent easement grant from 2920 South 19th Avenue, LLC for the Containment Boom on Addison Creek at south 21st Street in Broadview, Illinois, consideration shall be a fee of \$25,000.00, Account No. 401-50000-667340

Attachments: 1. [Exhibit 3A Easement Addison Creek with 2920 South 19th Avenue LLC.pdf](#)

[History \(2\)](#)[Text](#)

## TRANSMITTAL LETTER FOR BOARD MEETING OF MaRCH 2, 2017

### COMMITTEE ON ENGINEERING

Mr. David St. Pierre, Executive Director

#### Title

Authority to approve and issue payment for a permanent easement grant from 2920 South 19th Avenue, LLC for the Containment Boom on Addison Creek at south 21<sup>st</sup> Street in Broadview, Illinois, consideration shall be a fee of \$25,000.00, Account No. 401-50000-667340

#### Body

Dear Sir:

In order to control floatable debris within Addison Creek, the District will be installing a containment boom on the creek downstream of the Westchester Pump Station. It was necessary to acquire a permanent easement from 2920 South 19th Avenue, LLC for the construction, operation, and maintenance of the containment boom as shown on the attached exhibit.

2920 South 19th Avenue, LLC has agreed to provide the required easement for a fee of \$25,000.00. It is the opinion of the Engineering Department that this amount is acceptable based on an MAI fair market value appraisal commissioned by the District, which estimated the value of the permanent easement to be \$22,600.00. The negotiated acquisition amount will also save the District substantial litigation costs that would otherwise be required to file a condemnation complaint to begin eminent domain proceedings.

It is requested that the Executive Director recommend to the Board of Commissioners that it accept and approve the permanent easement grant from 2920 South 19th Avenue, LLC to the District in connection with the captioned project and that the Executive Director recommend to the Board of Commissioners that the Chairman of the Committee on Finance and the Clerk be authorized and directed to issue payment to 2920 South 19th Avenue, LLC in the sum of \$25,000.00 on behalf of the District.

Funds are available in Account 401-50000-667340.

Requested, Catherine A. O'Connor, Director of Engineering, WSS:JK  
Recommended, David St. Pierre, Executive Director  
Respectfully Submitted, Frank Avila, Chairman Committee on Engineering  
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for March 2, 2017

Attachment

E A S E M E N T   G R A N T

THIS GRANT OF EASEMENT, made this <sup>8<sup>th</sup></sup> ~~th~~ day of <sup>March</sup> ~~April~~, 2017, from 2920 SOUTH 19TH AVENUE, LLC (hereinafter, including its successors and assigns, shall be called the "Grantor") to the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter termed the "District"), 100 East Erie Street, Chicago, Illinois 60611.

W I T N E S S E T H ,   T H A T

WHEREAS, in accordance with Appendix B of the Consent Decree (Civil Action No. 11 C 9959) with the United States Environmental Protection Agency, the District shall install a containment boom on Addison Creek downstream of the Westchester Pumping Station.

WHEREAS, the District has completed plans for the construction of the containment boom on Addison Creek, with appurtenances thereto (hereinafter termed the "System"); and

WHEREAS, in order to construct the System, it is necessary for the District to obtain a permanent easement, right, privilege, and authority to construct, reconstruct, repair, maintain, operate and have access to a certain part of the System through certain premises hereinafter described; and

WHEREAS, the Grantor is the owner of the premises on which the permanent easement will be located;

Permanent Easement

WHEREAS, the Grantor is willing to grant said permanent easement, rights, privileges, and authority to the District, upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the sum of TWENTY FIVE THOUSAND DOLLARS AND 00/100 (\$25,0000.00) in hand paid by the District to the Grantor, the receipt of which is hereby acknowledged, and the covenants and conditions hereinafter contained, the Grantor does hereby bargain, sell, grant, transfer and convey to the District, its successors and assigns, the permanent easement, right, permission, and authority to construct, reconstruct, repair, replace, operate, maintain and have access to the System through the following described premises hereinafter referred to as:

Parcel 3A - Permanent Easement

(For legal description, see inserted page(s) 2A)

## Permanent Easement

IN CONSIDERATION of the grant of the permanent easement, rights, privileges, and authority herein contained, this Easement Grant is subject to the following conditions:

FIRST: Said part of the System shall be constructed by District upon, over, and through the easement premises described herein, at the sole expense of the District, and in accordance with the specifications and plans prepared by the Director of Engineering of the District and provided to the Grantor. The plans include the installation of two gates in the fences adjacent to the premises to provide for District access to the System.

SECOND: The District shall provide the Grantor a minimum 24-hour notice before accessing the permanent easement premises to perform regular maintenance of the System. The regular maintenance of the System shall occur Monday through Friday during the District's regular business hours of 7:00 a.m. to 3:30 p.m. The District reserves the right to access the permanent easement premises during non-District hours to perform emergency maintenance of the System, and the District may provide less than 24 hours' notice for emergency maintenance. The District shall not cause or permit any activity that interferes with or impairs the business of the property adjacent to the permanent easement premises.

The contact person for the Grantor shall be John D. Colbert, Attorney at law, and the contact person shall be contacted at the address of 1925 w. Irving Park Road, Chicago, Illinois 60613, by email at [john@colbertlawofficwas.com](mailto:john@colbertlawofficwas.com) or by telephone and facsimile at the (773) 435-0173 and (773) 435-0175, respectively.

## Permanent Easement

THIRD: District expressly assumes all responsibility for, and shall indemnify, save, and keep harmless the Grantor against any injury, loss, damage, cost or expense, which it may suffer, incur or sustain, or for which it might become liable growing out of any injury to or death of persons, or loss, or damage to property, arising out of or caused in the performance of any action or inaction by or under the authority of the District by virtue of the rights granted herein. In the event of the bringing of any action, suit or suits, by any third party against the Grantor growing out of any such injury, loss, damage, cost or expense, and as a prerequisite to any recovery therefore from the District, the Grantor shall give written notice to the District of the commencement of such action, suit or suits, and thereafter, the District shall assume the entire cost of defense thereof. The District shall save and keep harmless the Grantor from any claims for mechanics' liens by reason of any construction work, repairs, replacements, or other work, or for any improvements made or placed upon or to the easement premises by the District.

The rights and obligations of the Grantor and the District, respectively hereunder, shall inure to the benefit of and be binding upon their respective successors and assigns, and all terms, conditions, and covenants herein shall be construed as covenants, running with the land.

### FOURTH:

- (a) The Grantor may use the surface of the permanent easement premises; however, such use shall not in any manner interfere with the proper functioning of, or cause damage to, the System of the District.

Permanent Easement

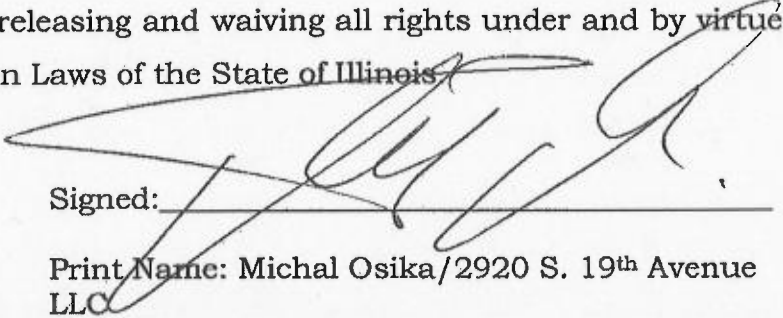
- (b) The Grantor and its successors, assigns, and beneficiaries may not construct a building or buildings or other structures or improvements upon said permanent easement.
- (c) The Grantor and its successors, assigns, and beneficiaries shall not use the permanent easement premises for dumping or storage of soil, trash, abandoned vehicles, appliances, machinery, or other materials.
- (d) The District shall, after the "System" is constructed, restore the Grantor's property, including but not limited to the permanent easement premises, to its original or better condition. All such restoration work will be completed within 60 days after the System is constructed, weather conditions permitting.

FIFTH: The Grantor hereby acknowledges that it has been advised of its rights under the Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) by the District or is otherwise familiar with same; that the transaction embodied in the foregoing document is subject to said P.L. 91-646; and that notwithstanding that the rights afforded it thereunder does hereby knowingly and intentionally waive and relinquish any and all rights which it may have thereunder and acknowledges that the consideration paid for the easement aforesaid is fair and reasonable.

SIXTH: Grantor represents and warrants that the grant of said easement easement does not obstruct or interfere with any tenant rights under any leases on the subject premises."

IN WITNESS WHEREOF:

The Grantor has executed this instrument consisting of 9 pages, including the inserted page(s) 2A and Exhibit 3A, and this page, in quadruplicate, and has hereunto set their hand and seal on the day and date first written above, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Signed: 

Print Name: Michal Osika/2920 S. 19<sup>th</sup> Avenue  
LLC

Title: Manager/Sole Member





GRANTOR: 2920 SOUTH 19TH AVENUE, LLC

PARCEL 3A -PERMANENT EASEMENT:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 2920 S. 19TH AVE., BROADVIEW, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE NORTHWEST CORNER OF BLOCK 5 IN MARES, WHITE, AND COMPANIES 22ND STREET AND 17TH AVENUE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 87 DEGREES 41 MINUTES 03 SECONDS EAST A DISTANCE OF 216.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 41 MINUTES 03 SECONDS EAST A DISTANCE OF 24.99 FEET TO A POINT; THENCE SOUTH 21 DEGREES 49 MINUTES 16 SECONDS EAST A DISTANCE OF 80.40 FEET TO A POINT; THENCE SOUTH 69 DEGREES 54 MINUTES 43 SECONDS WEST A DISTANCE OF 25.00 FEET TO A POINT; THENCE NORTH 20 DEGREES 53 MINUTES 27 SECONDS WEST A DISTANCE OF 88.00 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PIN No. 15-22-311-002-0000

AS SHOWN ON "EXHIBIT 3A" ATTACHED HERETO AND MADE A PART HEREOF.

# METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

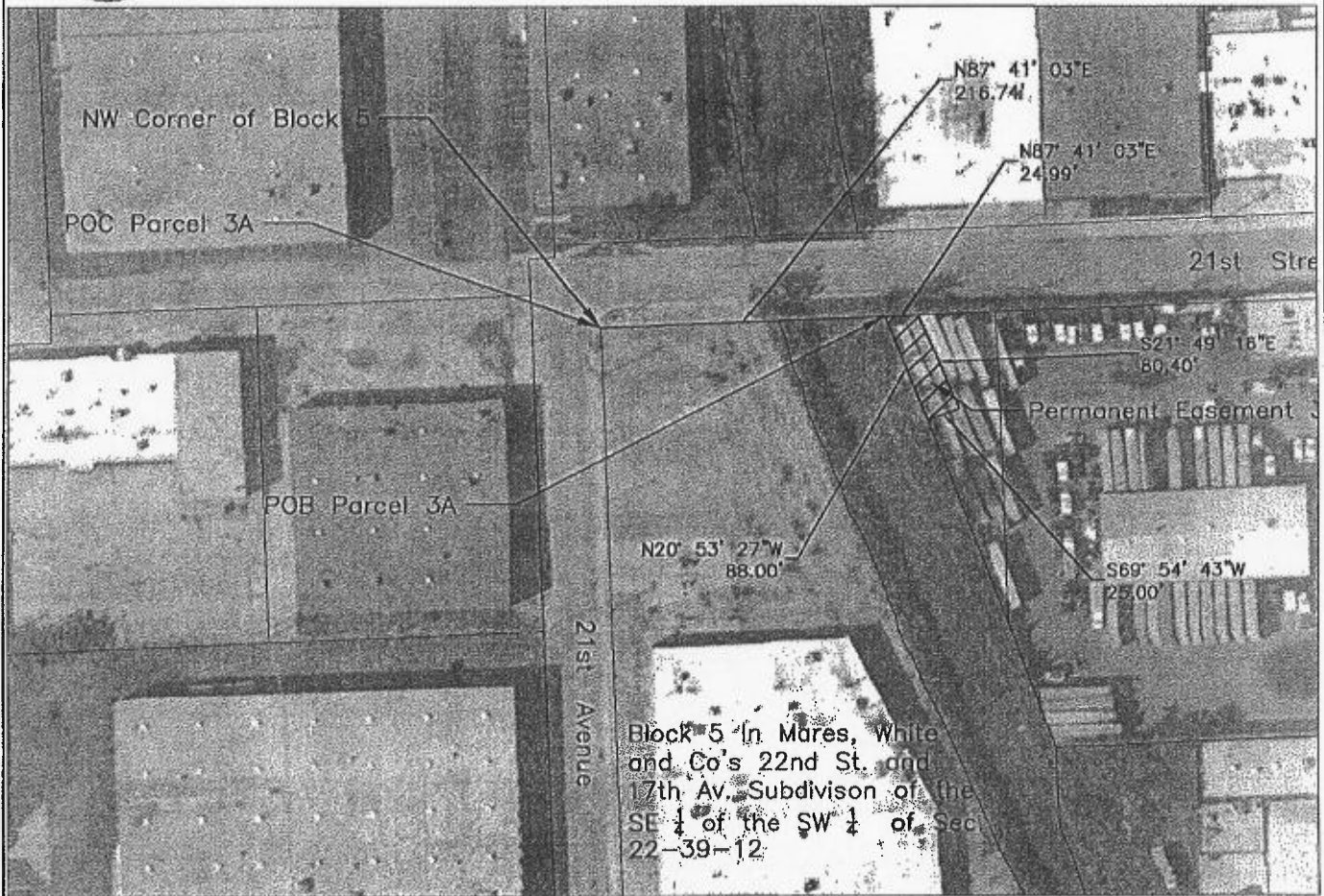
AND

2920 SOUTH 19TH AVENUE LLC

PIN 15-22-311-002-0000

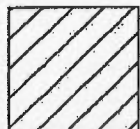
N

E  $\frac{1}{2}$  SW  $\frac{1}{4}$  SEC 22-39-12 GRANTOR(S)



2920 S. 19th Ave.  
Broadview, IL 60155

**EXHIBIT 3A**  
NOT TO SCALE



Permanent Easement  
Parcel 3A

Addison Creek  
Debris Boom

PROJECT





\*1714413013\*

Doc# 1714413013 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/24/2017 12:31 PM PG: 1 OF 5

**RELEASE DEED**

**FOR THE PROTECTION  
OF THE OWNER, THIS  
RELEASE SHALL BE  
FILED WITH THE  
RECORDER OF DEEDS  
OR THE REGISTRAR  
OF TITLES IN WHOSE  
OFFICE THE MORTGAGE  
OR DEED OF TRUST  
WAS FILED. (M/L 3938)**

**PREPARED BY:**

**David Sommers  
SomerCor 504, Inc.  
601 South LaSalle, Suite 510  
Chicago, Illinois 60605**

**WHEN RECORDED MAIL TO:**

**SomerCor 504, Inc.  
601 South LaSalle, Suite 510  
Chicago, Illinois 60605**

**KNOW ALL MEN BY THESE PRESENTS, that U. S. Small Business Administration, an Agency of the United States Government, in consideration of Ten Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, convey and quit-claim unto 2920 South 19<sup>th</sup> Avenue, LLC, right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Assignment of Mortgage dated February 19, 2016 and recorded on May 9, 2016 as Document Number 1613044015 of a certain Real Estate Mortgage bearing the date of February 19, 2016, and recorded on May 9, 2016, as Document Number 1613044014, and a certain Memorandum of Collateral Assignment and Reassignment of Lease and Rents dated February 19, 2016 and recorded on May 9, 2016 as Document Number 1613044017 all recorded in the Office of the Recorder of Deeds of the County of Cook, Illinois on the premises therein described as follows, to-wit:**

*Handwritten mark*

**SEE ATTACHED EXHIBIT "A"**

**Common Address: 2920 S. 19<sup>th</sup> Avenue  
Broadview, IL 60155**

**PIN #: 15-22-311-002-0000**

**Together with all appurtenances and privileges thereunto belonging or appertaining. The remaining portion of PIN #: 15-22-311-002-0000, 15-22-312-002-0000, and 15-22-313-003-0000 IS SPECIFICALLY EXCLUDED FROM THIS RELEASE AND REMAINS ENCUMBERED BY THE MORTGAGE ASSIGNED TO THE U.S. SMALL BUSINESS ADMINISTRATION.**

**The obligation secured by said mortgage HAS NOT been satisfied, remains due and payable, and this instrument shall have no effect on said obligation or any collateral which may be held.**

IN WITNESS WHEREOF, said U.S. Small Business Administration has caused these presents to be executed by its \_\_\_\_\_, at Fresno, California this 14<sup>th</sup> day of March, 2017.

U.S. Small Business Administration

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
**John L. Gossett**  
Assistant Center Director



STATE OF CALIFORNIA  
COUNTY OF FRESNO

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

*See attached*

Notary Public: \_\_\_\_\_ (SEAL)

My Commission Expires: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

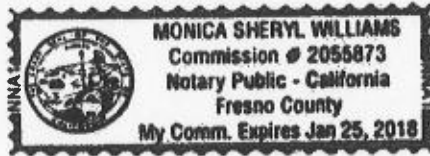
State of California )  
County of Fresno )

On MAR 14 2017 before me, Monica Sheryl Williams, a Notary Public, personally appeared John L. Gossett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Monica Sheryl Williams





## EXHIBIT A

### PARCEL 3A -PERMANENT EASEMENT:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 2920 S. 19TH AVE., BROADVIEW, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE NORTHWEST CORNER OF BLOCK 5 IN MARES, WHITE, AND COMPANIES 22ND STREET AND 17TH AVENUE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 87 DEGREES 41 MINUTES 03 SECONDS EAST A DISTANCE OF 216.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 41 MINUTES 03 SECONDS EAST A DISTANCE OF 24.99 FEET TO A POINT; THENCE SOUTH 21 DEGREES 49 MINUTES 16 SECONDS EAST A DISTANCE OF 80.40 FEET TO A POINT; THENCE SOUTH 69 DEGREES 54 MINUTES 43 SECONDS WEST A DISTANCE OF 25.00 FEET TO A POINT; THENCE NORTH 20 DEGREES 53 MINUTES 27 SECONDS WEST A DISTANCE OF 88.00 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PIN No. 15-22-311-002-0000

Common Address: 2920 S. 19<sup>th</sup> Avenue, Broadview, IL 60155

FOR THE PROTECTION OF THE OWNER, THIS PARTIAL RELEASE SHALL BE FILED WITH THE RECORDER OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE WAS FILED.



Doc# 1714413014 Fee \$40.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/24/2017 12:31 PM PG: 1 OF 2

Partial Release of Mortgage

JPMorgan Chase Bank, N.A., ("the Bank") whose address is 10 South Dearborn, Chicago, IL 60603 certifies that the Mortgage executed by 2920 South 19th Avenue, LLC, an Illinois Limited liability Company ("the Grantor") whose address is 2920 South 19th Street, Broadview, IL 60155 to JPMorgan Chase Bank, N.A., dated August 28, 2015 and recorded on September 29, 2015 as Document No. 1527241075, Cook County Records, is satisfied and released, as to the real property located in Cook County, Illinois described as:

See Exhibit A attached hereto and made a part hereof.

but not as to any other real property covered by the Mortgage.

Executed on April 27, 2017

JPMorgan Chase Bank, N.A.

By:

Robert Wood  
Printed Name

Associate, Operations Manager  
Title

ACKNOWLEDGEMENT

State of Illinois )  
                                  ) SS  
County of Cook )

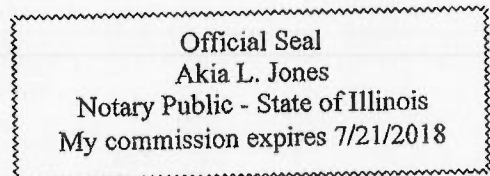
This instrument was acknowledged before me on April 27, 2017 by Robert Wood as Associate, Operations Manager of JPMorgan Chase Bank, N.A.

Given under my hand and notarial seal this 27th day of April, 2017.

Notary Public  
My Commission Expires: 7/21/2018

WHEN RECORDED RETURN TO:

JPMorgan Chase Bank, N.A.  
P. O. Box 6026  
Chicago, IL 60680-6026



JA

EXHIBIT A

PARCEL 3A - PERMANENT EASEMENT:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 2920 S. 19TH AVE., BROADVIEW, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PIN No. 15-22-311-002-0000

Common Address: 2920 S. 19<sup>th</sup> Avenue, Broadview, IL 60155

# Lease Rider

This Rider is hereby incorporated by reference into the Lease dated March 9, 2017:

By and between:

1. Lessor: 2920 South 19<sup>th</sup> Avenue LLC (Lessor), and
2. Lessee: AMZ Trucking Inc (Lessee)

Premises: 2920 S. 19<sup>th</sup> Avenue, Broadview, Illinois 60155

This Rider shall be incorporated into, made part of and supercede all provisions and sections of the Lease to which Lessor and Lessee are sole parties, dated March 9 2017, which are inconsistent with the statements contained herein.

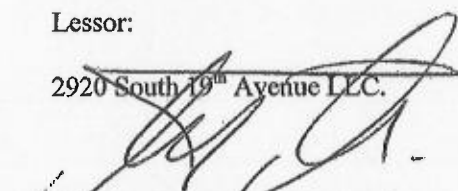
The following shall be incorporated into the Lease:

**R-1. WATER RECLAMATION DISTRICT EASEMENT:** Prior to the execution of the Lease, Lessee was notified by Lessor and, was at all times fully aware that the Water Reclamation District of Greater Chicago had initiated negotiations with Lessor for the purchase of a portion of the Leased property or alternatively, for a grant of a permanent easement over and on a certain portion of the Leased property for the purposes of the construction and maintenance of a containment boom on Addison Creek. Prior to and at the time of execution, Lessee was notified that upon the failure of Lessor to reach an agreement that the Water Reclamation District would file an action compelling either the sale of sought-after property portion through eminent domain or obtain a judicial grant of the said permanent easement. Upon execution of the Lease, Lessee agreed that it would be subject to and be bound by the results of the negotiations or alternatively, the edicts of a court order.

On April , 2017, Lessor and the Water Reclamation District of Greater Illinois concluded negotiations and entered into an Agreement for the Grant of Easement. Lessor and Lessee agree the Leased property and Lease Agreement shall be subject to said Easement Agreement and that thereby said Agreement attached hereto shall be incorporated into the Lease. Lessee agrees that the impact of such Grant of Easement on Lessee's use of the Lease property is a *de minimus* interference and that such a grant does not negatively impact Lessee's ability to conduct its business in any way and that thereby, no reduction of rent is warranted under Article XIII of the Lease. The Lease shall remain in full force and effect and Lessee agrees to assume all pertinent obligations of Lessor under the Easement Agreement during the term of the Lease and to comply with all of the terms of the Agreement as they apply to Lessor.

Lessor:

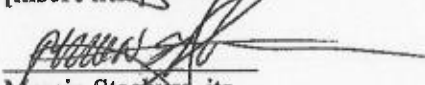
2920 South 19<sup>th</sup> Avenue LLC.

  
Michael Osika, Manager/Sole Member

Lessee:

AMZ Trucking Inc.

  
Andrzej Stachura, its  
[insert title]

  
Marcin Stachura, its  
[insert title]

Dated:

04/05/2017.

Dated:

4/5/17

## Dailey, Brendan

---

**From:** John Colbert <john@ColbertLawOffices.com>  
**Sent:** Friday, March 31, 2017 3:15 PM  
**To:** Dailey, Brendan  
**Cc:** Isabella Rafinska; Michal Osika  
**Subject:** RE: Message from KMBT\_421  
**Attachments:** Debris Boom-2920 SOUTH 19TH AVENUE LLC -Easement 3.docx; Exhibit 3A.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Brendan.

Denali Spectrum and Payel have leases that involve mobile phone transmission signal rights but do not pertain to the property to which the easement attaches.

However, the premises is currently being leased to AMZ Trucking Inc. Our client tells me that AMZ took the lease on with full knowledge of the impending easement negotiations and were apprised as to the details of the easement and, more importantly, that the lease would be subject to the easement award. They were fine with that. Nevertheless, I have added the language to the Easement Agreement that you suggest. I have also sent AMZ an Addendum to the lease which provides protection to the client and to the District (see attached).

---

I am sending out the Easement Agreement in triplicate to our client today for execution and expect it back sometime next week.

Finally, our client's Bank is insisting on recording the Partial Release and will send us copies when completed. Are you ok with that? I presume that they will record it when they have a copy of the fully executed Easement Agreement (which I will send on to them).

Any questions, please feel free to call me.



*Thank you,*  
John D. Colbert

**John D. Colbert & Associates**  
1925 West Irving Park Road  
Chicago, Illinois 60613  
Ph. 773-435-0173  
Fax 773-435-0175

**Confidentiality Notice:** This transmittal is a confidential communication or may otherwise be privileged. If you are not the intended recipient, you are hereby notified that you have received this transmittal in error and that any review, dissemination, distribution or copying of this transmittal is strictly prohibited. If you have received this communication in error, please notify this office and immediately delete this message and all of its attachments, if any.

**rom:** Dailey, Brendan [mailto:DaileyB@mwr.org]  
**Sent:** Monday, March 27, 2017 2:43 PM  
**To:** John Colbert

**Cc:** Isabella Rafinska; Dressel, Mark  
**Subject:** RE: Message from KMBT\_421

John,  
The release looks good, thank you. I have one follow-up question: I reviewed our title search and it appears there are two leases on this parcel (one to Denali Spectrum Operations, LLC and the other to Payel Corporation). Can you confirm this easement does not conflict with any lease agreements on the property? To that end, could we add a provision to the easement agreement to this effect:

“Grantor represents and warrants that the grant of said permanent easement does not obstruct or interfere with any tenant rights under any leases on the subject premises.”

Regarding the payment, our standard procedure is to make the check payable to the corporation; however, we could mail the check directly to your firm. Will that work for you?

Also, the District will record the easement agreement when we receive it from you. Please send **three original** copies to us – once I have them executed on our end, I will send you back a fully signed original. We could also record the release deed at the same time if you would like us to take care of that.

Thanks,  
Brendan

---

**From:** John Colbert [<mailto:john@ColbertLawOffices.com>]  
**Sent:** Monday, March 27, 2017 12:58 PM  
**To:** Dailey, Brendan <[DaileyB@mwr.org](mailto:DaileyB@mwr.org)>  
**Cc:** Isabella Rafinska <[isabella@ColbertLawOffices.com](mailto:isabella@ColbertLawOffices.com)>  
**Subject:** FW: Message from KMBT\_421

Brendan.

Have a look and SBA's Partial Release and let me know if it is accurate for your purposes.

Also, the proceeds will be used to pay down the loan and to pay legal fees. Can the check be made to my firm (client's account) or to the client and my firm jointly?



*Thank you,*  
John D. Colbert

**John D. Colbert & Associates**  
1925 West Irving Park Road  
Chicago, Illinois 60613  
Ph. 773-435-0173  
Fax 773-435-0175

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**From:** [scans.colbertlawoffices@gmail.com](mailto:scans.colbertlawoffices@gmail.com) [<mailto:scans.colbertlawoffices@gmail.com>]  
**Sent:** Monday, March 27, 2017 2:02 PM

## COMMITMENT FOR TITLE INSURANCE

ISSUED BY

*First American Title Insurance Company*

### SCHEDULE A

1. Commitment Effective Date: 12/29/2016 Commitment No. FA-16-0422
  
2. Policy or Policies to be issued Amount  

ALTA Owner's Policy (2006 Form)	\$ TBD
Proposed Insured: TBD	
ALTA Loan Policy (2006 Form)	\$ TBD
Proposed Insured: TBD	
  
3. The estate or interest in the land described or referred to in this Commitment, and covered herein, is fee simple and title to the estate or interest in said land is at the effective date hereof vested in:  
  
2920 South 19th Avenue, LLC
  
4. The land referred to in this Commitment is situated in the County of Cook, State of Illinois, and is described as follows:

**SEE ATTACHED EXHIBIT A**

**This commitment is valid only if Schedule B-I and Schedule B-II are attached.**

**First American Title Insurance Company**  
**By: O'Connor Title Guaranty, Inc.**  
**162 W. Hubbard Street**  
**Chicago, IL 60654**  
**312.527.4700**  
**Email: [packages@oconnortitle.com](mailto:packages@oconnortitle.com)**

*First American Title Insurance Company*

Commitment No. FA-16-0422

**EXHIBIT A**

“PARCEL 2”: THAT PART OF BLOCK 5 LYING NORTHEASTERLY AND EASTERLY OF ADDISON CREEK IN MARES’ WHITE AND COMPANY’S WEST 22<sup>ND</sup> STREET AND 17<sup>TH</sup> AVENUE SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

“PARCEL 3”: THE WEST HALF OF VACATED 20<sup>TH</sup> AVENUE EAST AND ADJACENT TO PARCEL 2 ALL IN COOK COUNTY, ILLINOIS.

PINS: 15-22-311-002

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*First American Title Insurance Company*

Commitment No. FA-16-0422

**Underwriter:**  
**First American Title Insurance Company**

**SCHEDULE B-I  
(REQUIREMENTS)**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
2. Pay us the premiums, fees, and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

**Instruments conveying the subject property to the proposed insured (to be determined), to be property executed, acknowledged and recorded. This commitment is subject to further modifications as deemed necessary in accordance with the type of conveyance to be insured.**

4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.
5. A copy of titleholder(s) and borrower(s) valid government issued photo ID is required by title company.
6. Final closing package must be received by our office in a timely fashion in order to prepare HUD and obtain HUD approval from lender. An additional closing fee will apply if multiple signings become necessary due to circumstances beyond our control.
7. All borrower(s), titleholder(s) and spouse(s), if applicable, must be present at closing.
8. Payoff statements must be current or funding may be delayed and additional fees incurred to borrowers. We reserve the right to verify payoff figures before, during and after closing transactions. Any additional funds required to payoff a lien in full must be deposited by the parties involved immediately upon request.

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*First American Title Insurance Company*

Commitment No. FA-16-0422

Underwriter: **First American Title Insurance Company**

**SCHEDULE B-II  
(EXCEPTIONS)**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

B. **STANDARD EXCEPTIONS:**

Informational Note: The final policy to be issued contains an arbitration provision. When the Amount of Insurance is \$2,000,000 or less, all arbitral matters in dispute shall be arbitrated at the option of either the Company or the Insured and will be the exclusive remedy available to the Parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

1. Right or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
4. Any lien or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes, or special assessments, if any, not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

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Commitment No. FA-16-0422

**Underwriter:**  
**First American Title Insurance Company**

**SCHEDULE B II CONTINUED**

**C. Special Exceptions:**

7. General Taxes for the Year 2015 and subsequent years:

Permanent Index Number: 15-22-311-002

The first installment of the 2016 taxes is \$2,071.45 and is **due March 1, 2016**.

General taxes for the second installment of 2016, a lien, but not yet due and payable.

The first installment of the 2015 taxes is \$2,029.12 and is **paid**.

The second installment of the 2015 taxes is \$1,737.16 and is **paid**.

General taxes for the year 2017, a lien, but not yet due and payable.

All general taxes prior to the year 2015 have been paid of record.

8. Mortgage dated August 28, 2015 and recorded September 29, 2015 as Document Number 1527241075 made by 2920 South 19th Avenue, LLC to JPMorgan Chase Bank, N.A. to secure an indebtedness in the amount of \$780,000.00.

9. Mortgage dated February 19, 2016 and recorded May 9, 2016 as Document Number 1613044014 made by 2920 South 19th Avenue, LLC to SomerCor 504, Inc. to secure an indebtedness in the amount of \$644,000.00.

Assignment of said Mortgage to The Small Business Administration of the United States, recorded May 9, 2016 as Document Number 1613044015.

Assignment of Leases and Rents to SomerCor 504, Inc. dated February 19, 2016 and recorded May 9, 2016 as Document Number 1613044017.

10. Subordination, Non-Disturbance and Attornment Agreement dated March 15, 2016 and recorded May 9, 2016 as Document Number 1613044018 by 2920 S. 19<sup>th</sup> Avenue, LLC (Landlord) and Payel Corporation (Tenant) to SomerCor 504, Inc. (Lender).

11. Third Party Lender Agreement by SomerCor 504, Inc. and JPMorgan Chase Bank, N.A. to The Small Business Administration of the United States recorded May 9, 2016 as Document Number 1613044016.

12. Terms and provisions of lease from Payel Corporation, Landlord, to Denali Spectrum Operations, LLC, Tenant, dated November 20, 2007 and recorded March 4, 2009 as Document Number 0906349049.

13. Terms and provisions of lease from 2920 South 19<sup>th</sup> Avenue, LLC, Landlord, to Payel Corporation, Tenant, dated August 28, 2015 and recorded September 29, 2015 as Document Number 1527241073.

14. Existing unrecorded leases, if any and rights of parties in possession under such unrecorded leases.
15. Easement dated June 29, 2007 and recorded July 6, 2007 as Document Number 0718740045 between Payel Corporation and T2 Unison Site Management, LLC.  
  
Assignment and Assumption Agreement dated June 15, 2016 and August 18, 2016 as Document Number 1623155180 between GLP Cell Site II, LLC and Global Tower Assets, LLC.
16. Telecommunications Easement dated June 27, 2013 and recorded July 10, 2013 as Document Number 1319155237 between Payel Corporation and Global Signal Acquisitions IV, LLC.
17. Plat recorded April 29, 1924 as Document Number 8887254 in Book 196 and Page 40.
18. Vacation of 20<sup>th</sup> Avenue recorded October 3, 1962 as Document Number 18608221.
19. Vacation of 20<sup>th</sup> Avenue recorded March 22, 1976 as Document Number 23424562.
20. Ordinance vacating alley recorded January 17, 1985 as Document Number 27409141.
21. Ordinance recorded March 11, 1985 as Document Number 27477805.
22. Terms, powers, provisions and limitations of the Limited Liability Company Operating Agreement under which title to the land is held.
23. **PRIOR TO CLOSING:** The Company requires for its review the following from **2920 South 19<sup>th</sup> Avenue, LLC**:
  - 1) Evidence that Articles of Organization have been filed with the Secretary of State of Illinois should be furnished for the following Limited Liability Company: **2920 South 19<sup>th</sup> Avenue, LLC**
  - 2) The Operating Agreement for **2920 South 19<sup>th</sup> Avenue, LLC**, together with all amendments thereto, should be furnished and this commitment is subject to such further exceptions, if any, as may then be deemed necessary.
24. A copy of all titleholder(s) and borrower(s) valid government issued photo ID is required by title company.
25. Any deed to be insured must be approved by O'Connor Title PRIOR TO CLOSING.
26. Subject to easements, covenants, restrictions, building setbacks, ordinances, party walls and party wall rights or assessments of record, if any.
27. The standard exceptions 1-6 will be deleted from our policy if the insured land is improved with 1-4 residential units upon review and acceptance of the following:
  - 1) an acceptable survey or survey affidavit, if applicable
  - 2) a properly executed ALTA extended coverage statement

28. NOTE: THE LAND SUBJECT TO THIS COMMITMENT LIES WITHIN THE BOUNDARIES OF COOK COUNTY, KANE COUNTY, PEORIA COUNTY, OR WILL COUNTY ILLINOIS AND IS SUBJECT TO THE PREDATORY LENDING DATABASE PROGRAM (765 ILCS 77/70 ET SEQ) EFFECTIVE JULY 1, 2008 AS TO COOK COUNTY. THE PREDATORY LENDING DATABASE PROGRAM HAS BEEN EXPANDED TO INCLUDE KANE, PEORIA AND WILL COUNTIES AS TO ALL MORTGAGE APPLICATIONS MADE OR TAKEN ON OR AFTER THE EXPANSION INCEPTION DATE OF JULY 1, 2010. VALID CERTIFICATES OF COMPLIANCE OR EXEMPTION ISSUED IN CONFORMITY WITH THE ACT MUST BE OBTAINED AT TIME OF CLOSING IN ORDER TO RECORD ANY MORTGAGE. FOR ADDITIONAL INFORMATION, GO TO WWW.IDFPR.COM, THE DIVISION OF BANKING.

29. Please call to update title if closing is delayed beyond 30 days of effective date. Original Mortgage and any/all documents for recording must be sent to OConnor Title immediately after closing. The coverage afforded by this Commitment and any policy to be issued hereunder shall not commence prior to the date on which all charges billed by OConnor Title have been paid in full, lien releases filed of record and relevant OConnor Title affidavits returned executed and notarized. Any deeds or Powers-of-Attorney must be reviewed/ approved PRIOR to closing.

**ALL CLOSING DOCUMENTS SHOULD BE EMAILED TO: PACKAGES@OCONNORTITLE.COM**

**End Schedule B**

*First American Title Insurance Company*

Commitment No. FA-16-0422

**Underwriter:**  
**First American Title Insurance Company**

MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
  - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
  - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
  - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
  - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
  - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
  - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
  - G. All parties claiming by or through or under installment contracts for deed or like agreements.

MINUTES OF CONDEMNATION CONTINUED

IV The following persons are noted of record and are necessary parties to any proceedings:

H. The Plaintiff is:

To be determined

I. The Defendants are:

1. 2920 South 19<sup>th</sup> Avenue, LLC
2. JPMorgan Chase Bank, NA
3. SomerCor 504, Inc.
4. The Small Business Administration of the United States
5. Payel Corporation
6. Denali Spectrum Operations, LLC
7. T2 Unison Site Management, LLC
8. Global Signal Acquisitions IV, LLC
9. GLP Cell Site II, LLC
10. Global Tower Assets, LLC

J. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

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