

*Prepared by and Return to:*  
Eco-Site II, LLC  
240 Leigh Farm Road  
Suite 415  
Durham, NC 27707  
Site # & Name: IL-0130/94<sup>th</sup> Ave.

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### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this 17<sup>th</sup> day of October, 2018, by SWC 156<sup>th</sup> LLC, an Illinois limited liability company ("Grantor") to Eco-Site II, LLC, a Delaware limited liability company ("Grantee"). The designation Grantor and Grantee includes, to the extent not limited below, to the parties, their heirs, successors, and assigns and shall include singular, plural, masculine, feminine, or neuter as required by context.

### WITNESSETH:

WHEREAS, Grantor is the vested owner of that certain property located in Cook County, State of Illinois ("Grantor's Tract"); and

WHEREAS, Grantor wishes to grant certain easements over Grantor's Tract as hereinafter set forth.

NOW, THEREFORE, in consideration of good and valuable consideration and the covenants and agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor grants, bargains and conveys to Grantee, its successors and assigns, for its use and the use of its employees, agents, invitees and permittees, a permanent non-exclusive right and easement on a 24-hour, 7-day per week basis, for the purpose of the installation, location, construction, operation, use, maintenance, repair, modification, relocation, replacement, and removal by Grantee, its customers, lessees, sublessees, licensees, agents, successors and assigns of electric power conduit, cables and wires, communications lines, data lines, other utility lines and appurtenances, on, under, over and across the property described on Exhibit "A" attached hereto (the "Easement"), which is a portion of Grantor's Tract, together with the right of access, ingress and egress on, over and across the Grantor's Tract reasonably necessary for the exercise of such rights.

2. Access and Utilities. This Easement, and the rights granted in this Agreement, are assignable by Grantee to any public or private utility company to further effect this provision. If it is reasonably determined by Grantor or Grantee that any utilities are not encompassed within the description of the Easement, then Grantor and Grantee agree to amend the description of the Easement to include the description of such areas.

3. Duration. The duration of this Agreement (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement

and all obligations of Grantee under this Agreement will terminate upon Grantee's recordation of any such notice.

4. Successors Bound; Easement to Run with the Land. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties that all of the various rights, obligations, restrictions and easements created in this Agreement runs with the affected lands and inures to the benefit of and is binding upon all future owners and lessees of the affected lands and all persons claiming under them.

5. Representation of Grantor. Grantor covenants, warrants and represents that Grantor is seized of the Grantor's Tract in fee simple, has the right to convey this Easement, that title to Grantor's Tract is marketable and free and clear of all liens and encumbrances, and that Grantor will warrant and defend the title against the claims of all persons and entities.

6. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent of Grantor, including but not limited to an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility under this Agreement.

7. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable so long as the basic intent of this Agreement is preserved and upheld.

8. Breach of Agreement. No breach of this Agreement shall entitle any party hereto to cancel, rescind, or otherwise terminate the easements granted herein; provided, however, the foregoing limitation shall not affect any other right or remedy a party hereto may have with respect to a breach, including the right to restrain by injunction any violation or threatened violation of any of the terms of this Agreement, or to compel performance of any such terms.

9. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be deemed given or made only if in writing and delivered in person or by nationally recognized overnight courier for next business day delivery or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid and addressed to the party for whom intended and notices will be deemed to have been given upon either receipt or rejection:

To Grantor: SWC 156<sup>th</sup> LLC  
9440 Enterprise Drive  
Mokena, Illinois 60448

To Grantee: Eco-Site II, LLC  
240 Leigh Farm Road  
Suite 415  
Durham, NC 27707  
Attn: Asset Management  
Phone: 919-636-6810  
Fax: 919-636-6910  
Site No: IL-0130

10. Governing Law and Venue: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

11. Exhibits. The Exhibits attached hereto are incorporated herein by this reference and made a part hereof.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

13. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution of this Agreement, of all consideration due. Accordingly, no additional consideration shall be due during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

[Signatures Appear on Following Page]

**GRANTOR:**

SWC 156<sup>th</sup> LLC  
an Illinois limited liability company

By: [Signature]  
Name: Joseph T. Bochenski  
Title: President  
Date: 10/17/18

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS

COUNTY OF Will

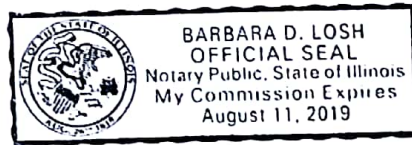
Before me, Barbara D Losh the undersigned, a Notary Public for the State, personally appeared Joseph T. Bochenski, who is the President of SWC 156<sup>th</sup> LLC, an Illinois limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this 17<sup>th</sup> day of October, 2018.

[Signature]  
Notary Public

[AFFIX NOTARY SEAL]

My commission expires: 8-11-2019



**GRANTEE:**

Eco-Site II, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: John Barry  
Title: Chief Financial Officer  
Date: 10-17-18

**ACKNOWLEDGEMENT**

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

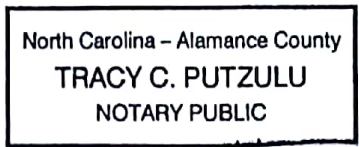
I, Tracy C. Putzulu, a Notary Public for Alamance County, North Carolina, do hereby certify that John Barry personally appeared before me this day and acknowledged he, as Chief Financial Officer of Eco-Site II, LLC, a Delaware limited liability company, and that he as Chief Financial Officer, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 17<sup>th</sup> day of October, 2018.

[Signature]  
Notary Public

[AFFIX NOTARY SEAL]

My commission expires: 10-3-2019



**CONSENT**

OP Mezzanine LLC, an Illinois limited liability company, hereby consents to this Easement Agreement.

OP Mezzanine LLC,  
an Illinois limited liability company

By: [Signature]

Name: Joseph T. Bochenski

Title: Manager

Date: 10/17/18

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS

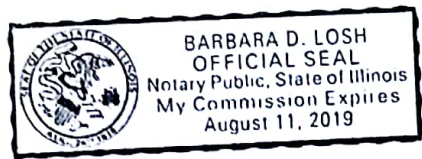
COUNTY OF Will

Before me, Barbara D Losh the undersigned, a Notary Public for the State, personally appeared Joseph T. Bochenski, who is the Manager of OP Mezzanine, LLC an Illinois limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this 17<sup>th</sup> day of October, 2018.

[Signature]  
Notary Public

[AFFIX NOTARY SEAL]



My commission expires: August 11, 2019

CONSENT

Midland States Bank, and Illinois Banking Corporation, as Lender under a certain Mortgage dated March 10, 2017 and recorded March 15, 2017 as Document # 1707410121 in the Cook County, Illinois Recorder of Deeds, which is secured by the subject property, hereby consents to this Easement Agreement.

Midland States Bank,  
an Illinois limited liability company

By: Matt Dennison  
Name: Matt Dennison  
Title: Market President  
Date: 10/22/18

ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF Kendall

Before me, Tracy Peterson the undersigned, a Notary Public for the State, personally appeared Matt Dennison, who is the Market President of Midland States Bank, an Illinois banking corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this 22 day of October, 2018.

Tracy Peterson  
Notary Public

My commission expires: 8/1/2020

[AFFIX NOTARY SEAL]



**Exhibit "A"**

**Legal Description of Utility Easement:**

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 88 DEGREES 06 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH HALF, 1218.80 FEET; THENCE NORTH 43 DEGREES 06 MINUTES 34 SECONDS EAST ALONG THE SOUTHEASTERLY PROPERTY LINE OF PARCEL 1 OF THE PARENT PARCEL, 725.30 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 1; THENCE NORTH 46 DEGREES 53 MINUTES 26 SECONDS WEST ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID PARCEL 1 A DISTANCE OF 156.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 46 DEGREES 53 MINUTES 26 SECONDS WEST, 268.62 FEET TO THE WEST LINE OF SAID PARCEL 1; THENCE NORTH DEGREES 06 MINUTES 34 SECONDS EAST ALONG SAID WEST LINE, 8.00 FEET; THENCE SOUTH 46 DEGREES 53 MINUTES 26 SECONDS EAST, 268.62 FEET; THENCE SOUTH 43 DEGREES 06 MINUTES 34 SECONDS WEST, 8.00 FEET TO SAID NORTHEASTERLY LINE OF PARCEL 1, SAID POINT ALSO BEING THE POINT OF BEGINNING, CONTAINING 2148.99 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

PIN # 27-16-401-008-0000