

## FILED

Sep 24 2024 BDD  
PEGGY HOLINGA-KATONA  
LAKE COUNTY AUDITOR

### PREPARED BY AND RETURN TO:

American Tower Corporation  
Attn: Kelly Foster, Esq., Land Management  
10 Presidential Way  
Woburn, MA 01801  
ATC Site No: 50488  
ATC Site Name: BRS Development  
Tax Parcel ID Number(s): 45-12-19-326-001.000-030

### SUBORDINATION AND NON-DISTURBANCE AGREEMENT

This Subordination and Non-Disturbance Agreement ("**SNDA**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between the **Barbara J. Regeski Living Trust dated October 274, 1999** (the "**Lender**"), and **American Tower, L.P.**, a Delaware limited partnership (the "**Grantee**") (Lender and Grantee being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Lender has extended financing and/or credit, and may hereafter extend financing and/or credit to **BRS 9, LLC** (the "**Grantor**"), secured in whole or in part, by the following mortgage(s):

Real Estate Mortgage, Security Agreement, Collateral Assignment of Rents and Leases, and Fixture Filing in the amount of \$427,052.13 dated May 31, 2018 and recorded as Document Number 2018-041625 in the official land records of Lake County, Indiana

as the same may have been modified from time to time (all documents being collectively referred to as the "**Mortgage**") encumbering certain property owned by Grantor as more fully described in **Exhibit A** attached hereto (the "**Parent Parcel**"); and

**WHEREAS**, Grantor and Grantee have entered into that certain Easement and Assignment Agreement dated October 30th, 2019, and recorded with the records of Lake County in Book \_\_\_\_\_, Page \_\_\_\_\_ (or as Document Number \_\_\_\_\_) (as the same may be

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amended or modified from time to time, the "**Easement**"), pursuant to which Grantor has granted, bargained, sold, transferred and conveyed to Grantee, its successors and/or assigns, perpetual exclusive and non-exclusive easements over, across, in, and under a portion of the Parent Parcel, all as more particularly described in the Easement; and

**WHEREAS**, Lender has required that the Easement be made subordinate to the lien of the Mortgage and Grantee has required that its rights under the Easement not be disturbed as a result of foreclosure or other exercise of Lender's remedies under the Mortgage.

**NOW, THEREFORE**, in consideration of the mutual promise and covenants contained herein, and other good and satisfactory consideration, the receipt of sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Subordination of Interests.** The Easement and all of Grantee's right, title and interests thereunder shall be subordinate to the lien of the Mortgage.
2. **Consent.** Lender hereby consents to the Easement and agrees that: (i) the Easement and all of Grantee's right, title and interests thereunder shall not be terminated, diminished, disturbed or affected in any manner by Lender's foreclosure of the Mortgage or a transfer to Lender by a deed-in-lieu of foreclosure or otherwise; and (ii) Grantee shall not be named as a defendant in any foreclosure action or proceeding except to the extent required pursuant to applicable law. If requested by Grantee, Lender (or its transferee by deed-in-lieu of foreclosure or otherwise) shall enter into a new easement agreement following any such foreclosure or other succession event on the same terms, and with no additional consideration, as the Easement for the purposes of confirming that the Easement continues in full force and effect regardless of applicable law.
3. **Grantee's Personal Property.** Lender acknowledges that provisions of the Mortgage and/or any related documents shall not apply to any equipment owned or leased by Grantee which is now or may hereafter be placed on the Parent Parcel and Grantee is authorized to remove said equipment in accordance with the terms of the Easement.
4. **Binding Effect.** This SNDA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.
5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantee: American Tower, L.P.  
c/o American Tower  
10 Presidential Way  
Woburn, MA 01801

To Lender: Barbara J. Regeski Living Trust  
dated October 27, 1999  
2921 Bristlecone Drive  
Schererville, Indiana 46375

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With a copy to: American Tower, L.P.  
c/o American Tower  
Attn: Legal Department  
116 Huntington Avenue  
Boston, MA 02116

Lender or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

6. Governing Law. This SNDA shall be governed by and construed and interpreted in accordance with the laws of the State or Commonwealth in which the Parent Parcel is located.
7. Captions. The captions and headings used in this SNDA are for convenience only and do not in any way restrict, modify or amplify the terms of this SNDA.
8. Counterparts. This SNDA may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

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

LENDER:

WITNESSES:

BARBARA J. REGESKI LIVING TRUST

DATED OCTOBER 27, 1999

Signature: Barbara J. Regeski

Signature: \_\_\_\_\_

By: Barbara J. Regeski

Print Name: \_\_\_\_\_

Its: Trustee

Date: 10/8/19

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

### Acknowledgment

State/Commonwealth of Indiana

County of Lake

) ss:  
)

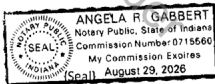
On this the 8 day of October 2019, before me, the undersigned Notary Public, personally appeared Barbara J. Regeski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Angela R. Gabbert

Notary Public

My Commission Expires: 09-29-2026



Site No: 50488  
Site Name: BRS Development

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GRANTEE:

WITNESSES:

**American Tower, L.P.**

a Delaware limited partnership

Signature: Carol Maxime

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

**Carol Maxime**

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Senior Counsel, US Tower**

10/30/19

Signature: Kathryn Chausse

Print Name: \_\_\_\_\_

**KATHRYN CHAUSSE**

Signature: Justin DiBarto

Print Name: \_\_\_\_\_

**Justin DiBarto**

## Acknowledgment

Commonwealth of Massachusetts

County of Middlesex

On this the 30<sup>th</sup> day of October, 2019, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior Counsel, personally known to me (or 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Genys E. Perez  
Notary Public

My Commission Expires: July 01, 2022

(Seal)



**GENYS E. PEREZ**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 1, 2022

## Attachments:

Exhibit A – Parent Parcel

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## Exhibit A

### PARENT PARCEL

Property located in Lake County, Indiana

The following described real estate in Lake County, State of Indiana to-wit:

Lot 9 of the BRS industrial park, an addition to the Town of Merrillville, Lake County, Indiana, as recorded in plat Book 85, Page 17 in the Office of the recorder, Lake County, Indiana.


AND BEING the same property conveyed to BRS 9, LLC from Peoples Bank SB, as Trustee under the provisions of a Trust Agreement dated September 22, 1997 and known as Trust Number: 10232 by Trustee's Deed dated September 22, 2011 and recorded May 10, 2011 in Instrument No. 2011-025966.

Tax Parcel No. 45-12-19-325-001.000-030

Property of Lake County Recorder

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I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.



A handwritten signature in black ink, appearing to read 'Jess Barstow', is written over a horizontal line. The signature is stylized and cursive.

Affiant – Jess Barstow

Property of Lake County Recorder