

UNOFFICIAL COPY

0020732057

4/30/02 11:06:36 Page 1 of 16  
2002-07-02 11:06:36  
Cook County Recorder 51.50



This instrument prepared by and after recording, please return to:  
Paul Ode, Esq.

After recording, please return to:  
First American Title Insurance Company  
7370 College Parkway, Suite 104  
Ft. Myers, FL 33907  
Attn: Melody Martin



AGREEMENT AND MEMORANDUM OF LEASE

AGREEMENT made the 29th day of April, 2002, between Mount Greenwood Local Redevelopment Corporation, an Illinois corporation with a mailing address at 3333 West 111<sup>th</sup> Street, Suite B, Chicago, Illinois 60655, hereinafter referred to as "Landlord," and Crown Castle GT Company LLC, a Delaware limited liability company with its principal offices at 2000 Corporate Drive, Canonsburg, Pennsylvania, 15317, hereinafter referred to as "Tenant"

WITNESSETH:

WHEREAS, Landlord entered into a lease (the "Lease") with Chicago SMSA Limited Partnership, an Illinois limited partnership with a mailing address at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey, 07921, as tenant, dated August 25, 1999, for the lease of the premises described in Exhibit A attached hereto, to which Lease reference is hereby made as if the same were herein set forth at length;

WHEREAS, Chicago SMSA Limited Partnership, an Illinois limited partnership, assigned its interest in the Lease to Tenant by Assignment and Assumption Agreement dated June 25, 2001, a copy of which is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, Landlord and Tenant desire to acknowledge, confirm and make record of the above,

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NOW, THEREFORE, Landlord and Tenant hereby acknowledge and agree that the following accurately represents the lease agreement between them:

MEMORANDUM OF LEASE

KNOW ALL PERSONS BY THESE PRESENTS that Landlord and Tenant are parties to that certain Lease, dated August 25, 1999 and commencing on September 1, 1999 (the "Commencement Date") containing the following terms and conditions:

Landlord: Mount Greenwood Local Redevelopment Corporation, an Illinois corporation with an address at 3333 West 111<sup>th</sup> Street, Suite B, Chicago, Illinois 60655.

Tenant: Crown Castle GT Company LLC, a Delaware limited liability company with its principal offices at 2000 Corporate Drive, Canonsburg, Pennsylvania, 15317.

Leased Premises: The real property leased by Landlord to Tenant is described in Exhibit A attached to this Memorandum of Lease and incorporated herein by this reference, together with a right-of-way and easement extending to Tenant's Communications Facility for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, including the right to install, replace and maintain utility wires, poles, cables, conduits, pipes and gates, all as further described as Exhibit A.

Initial Lease Term: For a term of five (5) years, beginning on the Commencement Date described above.

Expiration Date: If not otherwise extended or renewed, the Lease shall expire on August 31, 2004.

Rights to Extend or Renew: Tenant has the right to extend/renew the Lease as follows: four (4) options to extend the Initial Term for periods of five (5) years each on the terms and conditions set forth in the Lease. If Tenant exercises all extensions/renewals, the final expiration of the Lease will occur on August 31, 2024.

Option to Purchase: No

Right of First Refusal: No

Property Address: 3255-57 West 111<sup>th</sup> Street, Chicago, Illinois

PIN: 24-23-206-070

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This Memorandum of Lease will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum of Lease. This Memorandum of Lease is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum of Lease differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto. A copy of the Lease and any amendments thereto is kept at Tenant's place of business, at the address noted above.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease to be effective as of the Commencement Date.

[Remainder of page intentionally left blank]

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Signed, Sealed and Delivered  
in the Presence of:

LANDLORD:

Mount Greenwood Local Redevelopment Corporation

By: Mary Kiedrow  
Print Name: MARY KIEDROW  
Print Title: EXECUTIVE DIRECTOR

ACKNOWLEDGMENT

STATE OF ILLINOIS

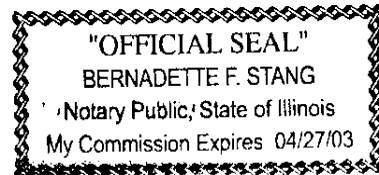
COUNTY OF Cook ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that Mary Kiedrow personally known to me to be the \_\_\_\_\_ President of the Mount Greenwood Local Redevelopment Corporation, and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, they signed, sealed and delivered the instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of \_\_\_\_\_ of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 29 day of April, 2007.

Bernadette F. Stang  
Notary Public

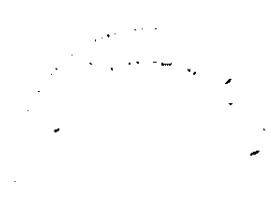
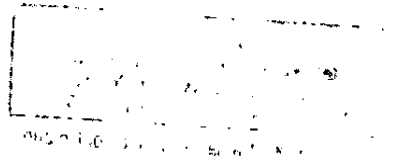
My commission expires on 4/27, 2003.





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**EXHIBIT "A"**  
(IL0921 - 111th & Kedzie)

A parcel of land being part of Lot 9 and Lot 10 (except the West 25 feet) in the subdivision of Block 2 in Bond's Subdivision of the Northeast Quarter of Section 23, Township 37 North, Range 13 East of the Third Principal Meridian, (except the South 100 acres and also 1 acre in the Northwest corner of the East Half of said Quarter Section) according to the plat thereof recorded August 18, 1913 as Document No. 5241793 in Cook County, Illinois, further described as follows:

Commencing at the Southeast corner of said Lot 9; thence South  $88^{\circ}49'26''$  West, along the South line of said Lot 9, a distance of 13.39 feet to the Point of Beginning; thence continuing South  $88^{\circ}49'26''$  West, along the South line of Lots 9 and 10, a distance of 20.00 feet; thence North  $01^{\circ}37'10''$  West 49.00 feet; thence North  $88^{\circ}49'26''$  East 20.00 feet; thence South  $01^{\circ}37'10''$  East 49.00 feet to the Point of Beginning.

Said parcel containing 980 square feet or 0.023 acre.

TOGETHER WITH all right, title and interest of grantor in and to the following described Access Easement:

A parcel of land being part of Lot 9 and Lot 10 (except the West 25 feet) in the subdivision of Block 2 in Bond's Subdivision of the Northeast Quarter of Section 23, Township 37 North, Range 13 East of the Third Principal Meridian (except the South 100 acres and also 1 acre in the Northwest corner of the East Half of said Quarter Section), according to the plat thereof recorded August 18, 1913 as Document No. 5241793 in Cook County, Illinois, further described as follows:

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Said parcel containing 401 square feet or 0.009 acre.



This document was prepared  
by and upon recording  
return to:

Phil van Aelstyn, Esq.  
Downs Rachlin & Martin PLLC  
90 Prospect Street  
PO Box 99  
St. Johnsbury, VT 05819-0099  
Phone: (802) 748-8324  
Fax: (802) 748-8502

Cross Reference: see Exhibit B attached

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made effective as of the date this Assignment is fully executed by both parties, by and between **CHICAGO SMSA LIMITED PARTNERSHIP**, an Illinois limited partnership d/b/a Verizon Wireless, with its principal offices located at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921 (the "Assignor"), grantor for indexing purposes, and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, with its principal office at c/o Crown Castle International Corp., 510 Bering, Suite 500, Houston, Texas 77057 (the "Assignee"), grantee for indexing purposes. All terms not otherwise defined herein shall be defined as set forth in that certain Formation Agreement between GTE Wireless Incorporation, a Delaware corporation, the Transferring Partnerships, the Transferring Corporations, Crown Castle International Corp., a Delaware corporation, and Crown Castle GT Corp., a Delaware corporation, dated November 7, 1999, as it may have been heretofore amended (the "Formation Agreement").

### WITNESSETH

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire that certain site lease, license, easement or similar agreement more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Site Lease"), and affecting the property and/or the premises more particularly described on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, if recorded, the Site Lease or a memorandum thereof is evidenced of record as more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on a telecommunications tower and/or ground space to the lessee(s), tenant(s) or licensee(s) described in that certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

WHEREAS, pursuant to the Formation Agreement, Thrasher and the Transferring Entities agreed to grant, contribute, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept and acquire the Thrasher Contributed Assets and to assume the Thrasher Assumed Liabilities, all as more fully described in the Formation Agreement;

WHEREAS, the Site Lease and the Tower Lease(s) comprise a portion of the Thrasher Contributed Assets; and

WHEREAS, pursuant to the Formation Agreement, Assignee has as of this date acquired a substantial portion of the telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, as evidenced in part by a Global Contribution, Bill of Sale, Assignment and Assumption (the "Global Assignment").

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby (and pursuant to the Global Assignment does) unconditionally grant, sell, convey, assign, transfer, set over and deliver the Site Lease and the Tower Lease(s) unto Assignee, as a portion of the Thrasher Contributed Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), as the same exist on the date hereof as set forth and to the extent provided in the Formation Agreement:

Assignee hereby accepts such assignment and agrees to (and pursuant to the Global Assignment does) assume those Thrasher Assumed Obligations that arise out of the Site Lease and Tower Lease(s), as set forth and to the extent provided in the Formation Agreement and Global Assignment;

Assignor hereby acknowledges that the Tower Structure located on the premises demised under the Site Lease, and which comprise a portion of the Thrasher Contributed Assets, has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee pursuant to and under the Formation Agreement and Global Assignment; and

Assignee hereby acknowledges that, as of the date hereof, Assignor has located on such Tower Structure certain equipment which is more particularly described on Exhibit D attached hereto and made a part hereof (the "Assignor's Equipment"), which Assignor's Equipment comprises a portion of the Thrasher Excluded Assets. Assignee further acknowledges that notwithstanding anything contained herein to the contrary, no right, title or interest in the Thrasher Excluded Assets, including the Assignor's Equipment, is hereby transferred or assigned to Assignee and all right, title and interest in and to the same is hereby reserved by and unto Assignor.

Notwithstanding anything herein to the contrary, the Thrasher Retained Liabilities are specifically excluded from the Thrasher Assumed Liabilities and shall be retained by Thrasher at and following the execution and delivery of this instrument and the Global Assignment.

Neither the making nor the acceptance of this Assignment shall (i) constitute a waiver or release by any party of any liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Formation Agreement, including, without limitation, the representations and warranties and other provisions which the Formation Agreement provides shall survive the date hereof as limited by the survival periods stated therein or (ii) enlarge, extend, restrict, limit or otherwise modify the terms, conditions and provisions of the Formation Agreement, including, without limitation, the period of survival of the representations and warranties provided for therein.

Copies of the Formation Agreement, the Global Assignment and the Site Lease are on file in the offices of Assignor and Assignee.

[remainder of page intentionally left blank; signature pages  
for both Assignor and Assignee follow]

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Signature Page for Assignment and Assumption Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Assignment under seal as of the day and year first written above.

ASSIGNOR:

CHICAGO SMSA LIMITED PARTNERSHIP, an Illinois limited partnership

By: Cellco Partnership, a Delaware general partnership, its general partner

By: [Signature] Name: Bernadette Faiella Title: Acting Executive Vice President and CTO

[Seal]

ACKNOWLEDGMENT

STATE OF NEW JERSEY COUNTY OF SOMERSET

I, [Signature] a Notary Public in and for said County in the State aforesaid, do hereby certify that Bernadette Faiella, personally known to me to be the Acting Executive Vice President and CTO of Cellco Partnership, a Delaware general partnership, as general partner of Chicago SMSA Limited Partnership, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, he/she signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of June, 2001.

[Signature] Notary Public

My Commission expires:

\_\_\_\_\_

[Notarial Stamp/Seal]

BARBARA A. EHMANN NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 30, 2006

Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company

By: [Signature]  
Name: \_\_\_\_\_  
Title: ROBERT D. WARD  
Vice President

Property of Court Clerk's Office

ACKNOWLEDGMENT

STATE OF GEORGIA )  
COUNTY OF FULTON )

I, ELLEN N. JACKSON Notary Public in and for said County in the State aforesaid, do hereby certify that ROBERT D. WARD, personally known to me to be the Vice President of Crown Castle GT Company LLC (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act and deed of the Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13<sup>th</sup> day of December, 2000.

[Signature]  
Notary Public

My Commission expires: \_\_\_\_\_

[Notarial Stamp/Seal]

Notary Public, Fulton County, Georgia  
My Commission Expires Feb. 7, 2003

**EXHIBIT "A"**  
(IL0921 - 111th & Kedzie)

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Said parcel containing 401 square feet or 0.009 acre.

EXHIBIT A-1

Site Lease Description

Lease Instrument dated 08/25/99 by Mount Greenwood Local Redevelopment Corporation, as Lessor and Chicago SMSA Limited Partnership (as Lessee, as the same may have been heretofore amended or assigned).

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EXHIBIT B

Recording Information of Site Lease

Document(s) of record in Cook, Illinois Records as follows:

<u>Date Recorded</u>	<u>Book</u>	<u>Page</u>	<u>Instrument #</u>
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## EXHIBIT C

### Co-Location Leases

Initial Lease(s) dated as follows:

Initial Tenants:

as the same may have been heretofore amended

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EXHIBIT D

Assignor's Equipment

That certain equipment described and located as follows:

Antenna(s)

<u>Manufacturer</u>	<u>Model</u>	<u>Max ERP</u>	<u>TIP Height</u>
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Microwave Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Structure Height</u>	<u>Primary Center Line</u>
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Together with any receiving antenna(s) related thereto and miscellaneous materials associated therewith such as, without limitation, the mounts, cable, ladder, coaxial cable, other similar miscellaneous materials, and equipment cabinets or shelters, as applicable.