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Doc#: 0902618007 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/26/2009 10:37 AM Pg: 1 of 8

Prepared by and upon recording
Please return to:

Levenfeld Pearlstein, LLC
2 North LaSalle Street
Suite 1300
Chicago, Illinois 60602
Attn: Steven F. Ginsberg, Esq.
(Site Name: Moto HQ; 34679-72348)

MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT

This Memorandum of BUILDING AND ROOFTOP LEASE AGREEMENT is made this Jan day of Jan, 2009, between **HHP-Schaumburg, L.L.C.**, with a mailing address of 1939 N. Meacham Road, Schaumburg, IL, hereinafter collectively referred to as "LESSOR", and **Chicago SMSA Limited Partnership**, d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party". *jgh*

1. LESSOR and LESSEE entered into a Building and Rooftop Lease Agreement (the "Agreement") on 1/19, 2009 for an initial term of five (5) years, commencing on the Commencement Date. The Building and Rooftop Lease Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
2. LESSOR hereby leases to LESSEE approximately four hundred twenty (420) square feet of space on the roof (the "Rooftop Space") of the building (the "Building") located at 1939 N. Meacham Road, Schaumburg, IL, as shown on the Tax Map of the County of Cook as a portion of Tax Parcel Nos. 07-01-101-007-0000 and 07-12-101-022-0000, and being part of that real property further described in document number 0010506237, as recorded in the Office of the Register of Deeds for Cook County, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), the underlying real property of which is legally described in Exhibit A attached hereto and made a part hereof (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof and throughout the Building sufficient for the installation, operation and maintenance of antennae and repeaters (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running from the

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Rooftop Space to the Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's rooftop communications facility. The Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit B attached hereto and made a part hereof. In the event there are not sufficient electric and telephone utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its rooftop communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is January 19, 2009.
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signature Page Follows]

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IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

HHP-Schaumburg, L.L.C.

BY: 
Christopher Schott

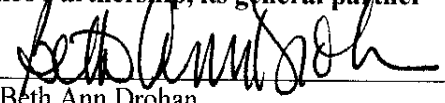
ITS: Manager

Date: 10-16-08

LESSEE:

**Chicago SMSA Limited Partnership
d/b/a Verizon Wireles**

BY: Celco Partnership, its general partner

BY: 
Beth Ann Drohan
Midwest Area Vice President – Network

Date: 11/19/09

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STATE OF LOUISIANA)
PARISH)
COUNTY OF ST. TAMMANY)

ACKNOWLEDGEMENT

I, Judy Schott, a Notary Public for said ^{Parish} ~~County~~ and State, do hereby certify that Christopher Schott personally came before me this day and acknowledged that he is the Manager of HHP-Schaumburg, L.L.C., a Delaware limited liability company, and he, being authorized to do so, executed the foregoing **MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT** as his own act and deed on behalf of HHP-Schaumburg, L.L.C.

WITNESS my hand and official Notarial Seal, this 6th day of October, 2008.

J Schott

Notary Public

My Commission Expires:
upon death


JUDY CANNELLA SCHOTT
Notary Public, LA BAR ID # 12045
DULY COMMISSIONED IN ST. TAMMANY PARISH, LA.
QUALIFIED FOR THE STATE OF LA. AT-LARGE
MY COMMISSION IS ISSUED FOR LIFE

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State of Illinois)
) ss.
County of Cook)

On 1/19, 2009 before me, Phyllis Skain, notary public, personally appeared Beth Ann Drohan, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Phyllis Skain (Seal) 

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EXHIBIT "A"

DESCRIPTION OF PROPERTY

LOT 1 IN RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH HALF OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 07-01-101-007-0000
07-12-101-022-0000

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EXHIBIT B

See Attached Survey

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