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Doc#: 1107415015 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/15/2011 09:36 AM Pg: 1 of 11

Prepared by and upon recording
Please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2450
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: Toyota Park)

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum of WATER TOWER LEASE AGREEMENT is made this 31 day of JAN., 2011, between the Village of Bridgeview, with a mailing address of 7500 South Oketo Avenue, Bridgeview, Illinois 60455, hereinafter collectively referred to as "LESSOR", and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

- LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "Agreement") on Jan. 31, 2011 for an initial term of five (5) years, commencing on the Commencement Date. The Water Tower 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.
- LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Tower, located at 7129 South Thomas Avenue, Bridgeview, Cook County, Illinois, as shown on the Tax Map of the County of Cook as a portion of Tax Parcel Nos. 18-25-202-006, 007, 008 and 013, and legally described as Lots 1 through 3 and Lot 16 in Frederick H. Bartlett's 71st Street Subdivision in the West 1/2 of the Northeast 1/4 of Section 25, Township 38 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 20' x 32' feet parcel of property containing 640 square feet for the installation of LESSEE's equipment building and other equipment, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, to the demised premises. The tower space, demised premises and right-of-way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. In the event any public utility is unable to use the aforementioned

S	<u>yes</u>
P	<u>ll</u>
S	<u>N</u>
M	<u>N</u>
SC	<u>yes</u>
E	<u>yes</u>
INT	<u>aw</u>

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right-of-way, the LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is January 31, 2011.
4. LESSEE has the right of first refusal as relates to the grant to a third party in and to that portion of the Tower and Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof during the initial term and all renewal terms of the Agreement.
5. 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.

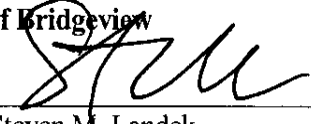
[Signature Page Follows]

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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:

Village of ~~Bridgeview~~

By: 
Steven M. Landek

Its: Mayor

Date: November 3, 2010

LESSEE:

**CHICAGO SMSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS**

By: Cellco Partnership, its general partner

By: 
Beth Ann Drohan
Area Vice President Network

Date: 11/31/11

Property of Cook County Clerk's Office

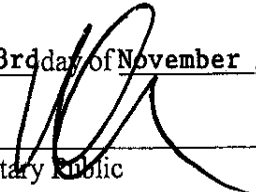
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

ACKNOWLEDGEMENT

I, Vincent Cainkar, a Notary Public for said County and State, do hereby certify that **Steven M. Landek** personally came before me this day and acknowledged that he is the Mayor of the Village of Bridgeview, and he, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as his own act and deed on behalf of the Village of Bridgeview.

WITNESS my hand and official Notarial Seal, this 3rd day of November, 2010.



Notary Public

My Commission Expires:
9/4/2013



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State of Illinois)
) ss.
County of Cook)

On JAN. 31, 2014, before me, Ann Goldstein, 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 *Ann Goldstein* (Seal)



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EXHIBIT A

(see attached site plan)

Property of Cook County Clerk's Office

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EXHIBIT B

(see attached survey)

Property of Cook County Clerk's Office

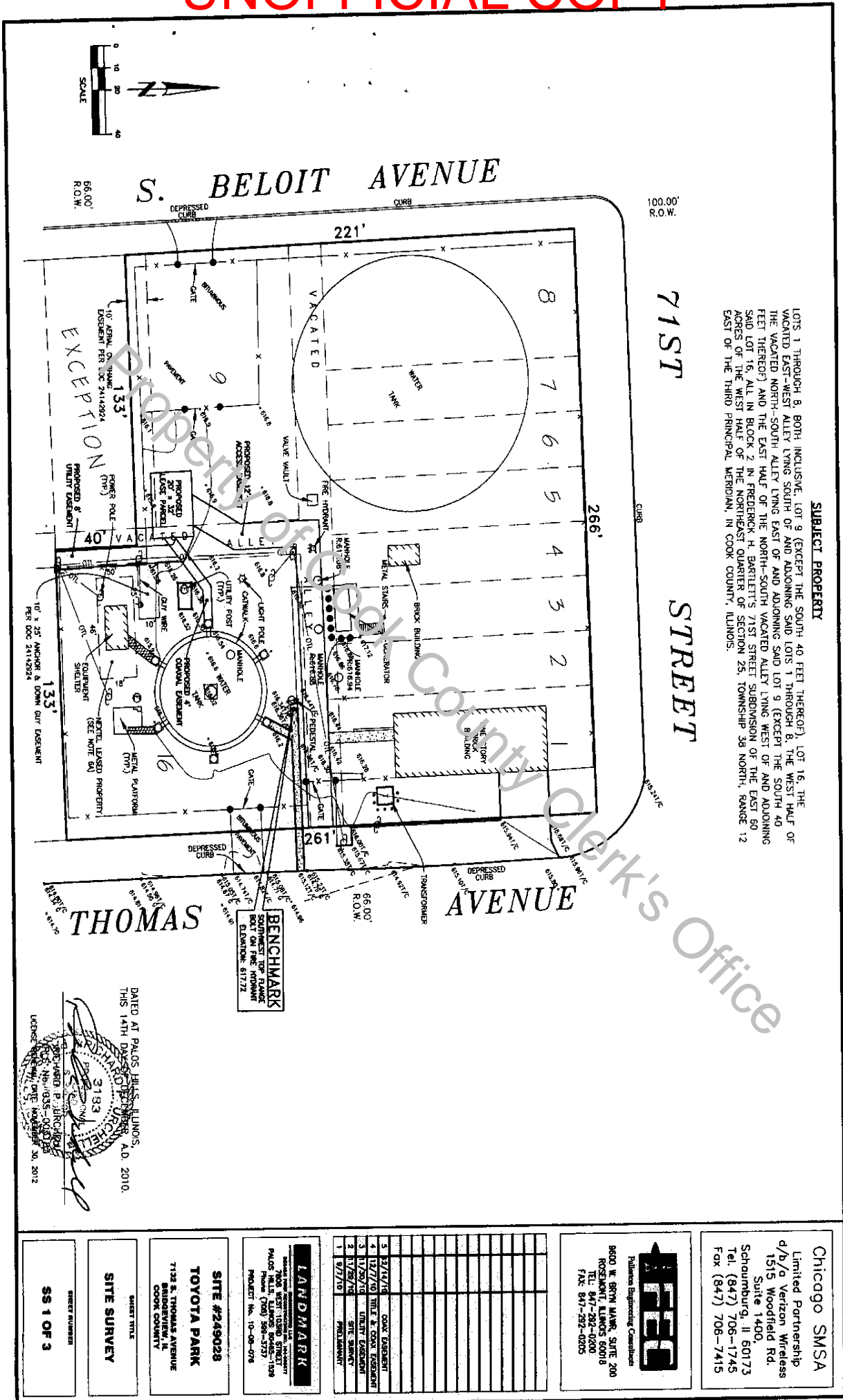
Memorandum of Water Tower Lease Agreement - [Toyota Park]

Exhibit "B"

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SUBJECT PROPERTY

LOTS 1 THROUGH 8, BOTH INCLUSIVE, LOT 9 (EXCEPT THE SOUTH 40 FEET THEREOF), LOT 16, THE VACATED EAST-WEST ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1 THROUGH 8, THE WEST HALF OF THE VACATED NORTH-SOUTH ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1 THROUGH 8, THE SOUTH 40 FEET THEREOF, AND THE EAST HALF OF THE NORTH-SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 16, ALL IN BLOCK 2 IN FREDERICK H. BARILETT'S 71ST STREET SUBDIVISION OF THE EAST 80 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 28 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DATED AT PALOS HILLS, ILLINOIS, THIS 14TH DAY OF FEBRUARY, A.D. 2010.

[Signature]

3193
S. THOMAS
PALOS HILLS, ILLINOIS 60067

ILLINOIS SURVEYING BOARD
JANUARY 1, 2012

3193
S. THOMAS
PALOS HILLS, ILLINOIS 60067

ILLINOIS SURVEYING BOARD
JANUARY 1, 2012

FEBC
Fuller Engineering Consultants
8600 W. 86TH AVE., SUITE 200
ROSEMONT, ILLINOIS 60018
TEL: 847-292-0200
FAX: 847-292-0205

Chicago SMSA
Limited Partnership
d/b/a Verizon Wireless
1515 Woodfield Rd.
Suite 1400,
Schaumburg, IL 60173
Tel. (847) 706-1745
Fax (847) 706-7415

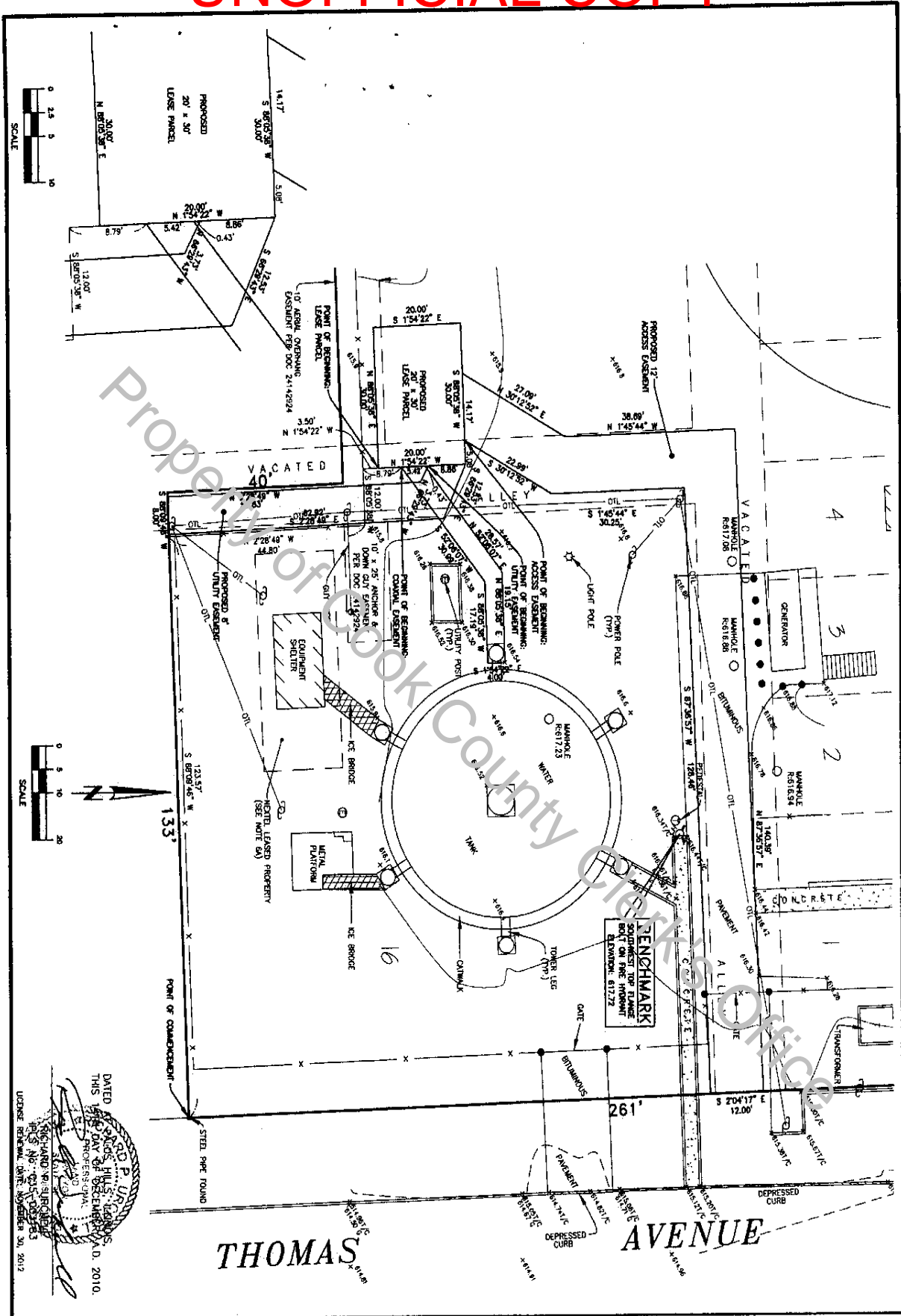
1	9/7/10	PROLOGRAM
2	1/28/10	SITE SURVEY
3	1/28/10	UTILITY EASEMENT
4	12/7/10	UTIL. & COOK EASEMENT
5	3/2/10	COOK EASEMENT

LANDMARK
SOUTHWEST CORNER OF
S. THOMAS AVE. & 71ST ST.
ELEVATION: 517.72

TOYOTA PARK
7128 S. THOMAS AVENUE
BIRMINGHAM, IL
COOK COUNTY

SITE SURVEY
SHEET NUMBER
SS 1 OF 3

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DATED
THIS
DAY OF DECEMBER
A.D. 2010.
RICHARD W. SURBER
P.L.S. NO. 021-022653
LAND SURVEYOR
NUMBER 20, 2012

SHEET TITLE
SITE SURVEY
SHEET NUMBER
SS 2 OF 3

SITE #249028
TOYOTA PARK
7132 S. THOMAS AVENUE
CHICAGO, ILLINOIS 60629

LANDMARK
7008 WEST 103RD STREET
PULASKI, ILLINOIS 62450-1500
Phone (708) 584-5757
PROJECT No. 10-04-078

1	9/7/10	PRELIMINARY
2	11/28/10	SITE SURVEY
3	11/28/10	UTILITY EASEMENT
4	12/7/10	TIME & CONC. EASEMENT
5	12/17/10	CONC. EASEMENT

TEEC
Federal Engineering Consultants
9800 W. BRYAN MAJOR, SUITE 200
ROSEMONT, ILLINOIS 60018
TEL: 847-292-0200
FAX: 847-292-0205

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