



Doc#: 1126210022 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/19/2011 11:36 AM Pg: 1 of 7

**THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:**

United States Cellular Operating
Company of Chicago, LLC
c/o Md7, LLC
Attn: Title Office
10590 West Ocean Air Drive, Third Floor
San Diego, CA 92130
Phone Number: 858-799-7850

Site Name/Number: Jackson Park/883491
Parcel #: 20-14-418-023-0000,
20-14-418-026-0000, 20-14-418-027-0000
and 20-14-418-028-0000

SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT is made and entered into as of the 5 day of August, 2011, by and between Park Shore East Associates, an Illinois limited partnership, whose address is 6250 South Harper Avenue, Chicago, IL 60637, hereinafter referred to as ("Owner"), and United States Cellular Operating Company of Chicago, LLC, a Delaware limited liability company, as successor in interest to PRIMECO PERSONAL COMMUNICATIONS, L.P., a Delaware limited partnership, whose address is Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631 (previously referred to as "PCS", hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, by the terms of a certain PCS Site Agreement, entered into as of January 9, 1997, previously and incorrectly referred to as October 10, 1996 in the original Memorandum of PCS site agreement (the "Agreement"), the Owner leased to the Tenant certain premises (the "Premises") located on the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), commencing on January 9, 1997.

WHEREAS, a memorandum of the original PCS Site Agreement has been recorded on January 24, 1997, as Document Number 97-054448, for the purpose of placing the same in the real estate records for Cook County, State of Illinois and such memorandum reflects an original lease term of five (5) years with four (4) renewal options of five (5) years each.

WHEREAS, Owner and Tenant have entered into that certain First Amendment to PCS Site Agreement dated the 5 day of August, 2011 ("First Amendment"), and have agreed and hereby agree to amend the Agreement.

WHEREAS, the Owner and the Tenant desire to execute this Memorandum of First Amendment to PCS Site Agreement to evidence said First Amendment and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Cook County, State of Illinois.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Tenant hereby amend the Agreement upon the terms and

S Yes
P 7
S N
M N
SC Yes
E Yes
INT pu

UNOFFICIAL COPY

conditions of the First Amendment which is incorporated herein by specific reference, and do agree as follows:

1. The parties have agreed to add two (2) more renewal terms of five (5) years each to the Agreement, which may be exercised upon the terms and conditions more particularly set forth in the Agreement, as amended by the First Amendment. If the Tenant exercises its option to renew the Agreement for all renewal terms (as enumerated in the Agreement and the First Amendment), the expiration date of the Agreement will be January 8, 2032.
2. The terms and conditions of the Agreement, as amended by the First Amendment are hereby incorporated as if set forth herein in full.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Owner and Tenant hereto have caused this Memorandum of First Amendment to PCS Site Agreement to be executed by their duly authorized officers as of the day and year first above written.

OWNER:

Park Shore East Associates,
an Illinois limited partnership

By: Woodlawn Community Development Corporation, General Partner

By: 

Print Name: Leon Finney

Title: President

By: Crane/Park Shore East LLC
a General Partner

By: _____

Print Name: _____

Title: _____

TENANT:

United States Cellular Operating Company
of Chicago, LLC,
a Delaware limited liability company

By: 

Print Name: Jeff Hoersch

Title: Vice President

CLERK OF COOK COUNTY Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Owner and Tenant hereto have caused this Memorandum of First Amendment to PCS Site Agreement to be executed by their duly authorized officers as of the day and year first above written.

OWNER:

Park Shore East Associates,
an Illinois limited partnership

By: Woodlawn Community Development Corporation, a General Partner

By: _____

Print Name: _____

Title: _____

By: Crane/Park Shore East LLC
a General Partner

By: Jeffrey D. Crane

Print Name: JEFFREY D. CRANE

Title: Manager

TENANT:

United States Cellular Operating Company
of Chicago, LLC,
a Delaware limited liability company

By: Jeff Hoersch

Print Name: Jeff Hoersch

Title: Vice President

UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

On 7-25, 2011 before me, [print name and title of notarial

officer here:] Renee Wersching, personally appeared [print name of person whose signature is being acknowledged here:] Leon Finney, who 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 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 behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
My commission expires: 8/10/12



(Seal)

STATE OF Illinois

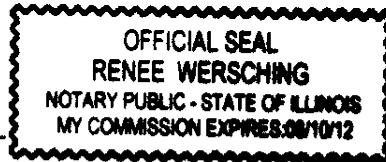
COUNTY OF Cook

On 7-25, 2011 before me, [print name and title of notarial

officer here:] Renee Wersching, personally appeared [print name of person whose signature is being acknowledged here:] Jeffrey D. Crane, who 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 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 behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)

UNOFFICIAL COPY**Exhibit A****Legal Description**

Street Address: 6250 South Harper, Chicago, IL 60637

Parcel #: 20-14-418-023-0000, 20-14-418-026-0000, 20-14-418-027-0000 and 20-14-418-028-0000

Legal Description:

That certain communications facility site (and easement) located on a portion of the real property described as follows:

A TRACT OF LAND COMPRISING ALL OR A PART OF THE FOLLOWING MENTIONED LOTS, ALLEYS AND STREETS, TO WIT:

LOTS 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 24, AND 25 IN BLOCK 3 IN "PARKVIEW," BEING A SUBDIVISION MADE BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THE SOUTH 20 ACRES OF THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY.

ALSO

LOTS 1, 2, AND 5 TOGETHER WITH THE ADJOINING EAST-WEST AND NORTH-SOUTH ALLEYS, ALL AS LAID OUT IN THE RESUBDIVISION OF LOTS 7 TO 10 AND 21 TO 23, INCLUSIVE, AND PART OF LOTS 11 AND 20 IN BLOCK 3 IN "PARKVIEW" ABOVE DESCRIBED.

ALSO

PART OF THE EAST 14.50 FEET OF SOUTH BLACKSTONE AVENUE LYING NORTH OF AND ADJOINING THE NORTH LINE OF EAST 63RD STREET, EXTENDED.

THE AFOREMENTIONED TRACT OF LAND BEING A PART OF THE ABOVE MENTIONED PROPERTY AND IS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF EAST 63RD STREET (BEING 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SECTION 14) AND THE WEST LINE OF SOUTH HARPER AVENUE; THENCE NORTH ALONG THE WEST LINE OF SOUTH HARPER AVENUE, A DISTANCE OF 492 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF EAST 63RD STREET, A DISTANCE OF 263 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SOUTH HARPER AVENUE, A DISTANCE OF 62 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF EAST 63RD STREET, A DISTANCE OF 93 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SOUTH HARPER AVENUE, A DISTANCE OF 215 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF EAST 63RD STREET, A DISTANCE OF 144.60 FEET TO THE WEST LINE OF THE EAST 14.50 FEET OF SOUTH BLACKSTONE AVENUE; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 14.50 FEET OF SOUTH BLACKSTONE AVENUE, A DISTANCE OF 215 FEET TO THE NORTH LINE OF EAST 63RD STREET, EXTENDED; THENCE EAST ALONG THE NORTH LINE OF EAST 63RD STREET, AND SAID NORTH LINE EXTENDED, A DISTANCE OF 314.60 FEET TO THE POINT OF BEGINNING, IN THE CITY OF CHICAGO, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that JEFF HORSCH, Vice President, known to me to be the same person whose name is subscribed to the foregoing Memorandum of First Amendment to PCS Site Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum of First Amendment to PCS Site Agreement as his free and voluntary act on behalf of the named Tenant limited liability company for the uses and purposes therein stated.

Given under my hand and seal this 5 day of August, 2011.

Sandra Genovadi
Notary Public

My commission expires 4/25/12

