

**MEMORANDUM OF MASTER PREPAID LEASE
AND MANAGEMENT AGREEMENT**

Recording Requested by and Return to:

Crown Castle
1220 Augusta Drive
Houston, TX 77057
Attention: PEP
Phone: 713-570-3118

Document Prepared by:

Matt Barnes
Burr & Forman LLP
20 North 20th Street, Suite 3400
Birmingham, AL 35203
Phone: 205-458-5120

Grantor/ Lessor / "T-Mobile Lessor"

T-Mobile USA Tower LLC, a Delaware limited liability company
with an address of 12920 S.E. 38th Street, Bellevue, WA 98006
By CCTMO LLC, a Delaware limited liability company, its Attorney in Fact

NOTE: Limited Power of Attorney, dated November 12, 2012, recorded on 6/18/2013,
at Instrument Number 1316957865, of the official records of Cook County, IL

Grantee / Lessee / "Crown"

CCTMO LLC, a Delaware limited liability company,
with an address of 1220 Augusta Drive, Houston TX 77057

822256 Cook, IL

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Prepared Out of State By:

Matthew W. Barnes
 Burr & Forman LLP
 420 North 20th Street, Suite 3400
 Birmingham, Alabama 35203

Recording Requested by
and Return to:

Old Republic Residential Information Services
 530 S. Main Street, Suite 1031
 Akron, Ohio 44311
 Attention: _____

See Exhibit A for Common Address and Tax Parcel No.

Space above for County Recorder's Use

**MEMORANDUM OF MASTER PREPAID LEASE
 AND MANAGEMENT AGREEMENT**

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this 29 day of July, 2013, by and between **T-MOBILE USA TOWER LLC**, a Delaware limited liability company ("T-Mobile Lessor"), having a mailing address of 12920 S.E. 38th Street, Bellevue, Washington 98006, and **CCTMO LLC**, a Delaware limited liability company ("Crown"), having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Alex Adams and Carol Adams and Cook Inlet/VoiceStream PCS, LLC ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated February 25, 2000, a memorandum of which was recorded as Instrument Number 0010247568 in the Public Records of Cook County, Illinois, for certain real property as described on **Exhibit A** attached hereto and incorporated herein by reference (the "Land").

2. T-Mobile Lessor and Crown are parties to (a) a Master Prepaid Lease (the "MPL") and (b) a Management Agreement (the "MA"), each with an effective date of November 30, 2012, pursuant to which T-Mobile Lessor (as successor to Original T-Mobile Tenant) has granted to Crown and Crown has accepted, either (y) a leasehold or sub-leasehold interest in the Land, together with the telecommunications tower located thereon, and such other improvements as more fully set forth in the MPL or the MA, as applicable (collectively, the "Site"), or (z) an exclusive right to operate, manage and administer the Site, in either case, subject to the terms, conditions and reservations in the MPL or the MA, as applicable.

3. The MPL and the MA each have a term that commenced on November 30, 2012 and shall terminate or expire, with respect to the Site, on the Site Expiration Date or Technical Closing Date, as applicable, and as determined in accordance with the MPL and the MA, but in no event later than December 31, 2049.

4. Crown has an option to purchase T-Mobile Lessor's right, title and interest in the Site in accordance with Section 20 of the MPL.

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5. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the MPL. The MPL and the MA and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the MPL or the MA or of any amendments thereto. The parties agree that the terms and conditions of the MPL and the MA, as applicable, shall govern the relationship of the parties under this Memorandum and the MPL and the MA are each incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the MPL or the MA and this Memorandum, the applicable terms of the MPL and the MA shall govern and control.

6. This Memorandum shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties; provided, however, if the term of both the MPL and MA shall terminate or expire with respect to the Site, the parties shall execute and file a revocation of or amendment to this Memorandum to evidence such termination or expiration. If either party fails to timely execute a revocation of or amendment to this Memorandum promptly after the expiration or termination of both the MPL and MA, then the other party shall have the right to execute such revocation or amendment as attorney in fact for such failing party.

[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

T-MOBILE LESSOR:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: [Signature]
Name: David R. Moore
Its: Portfolio Services Manager

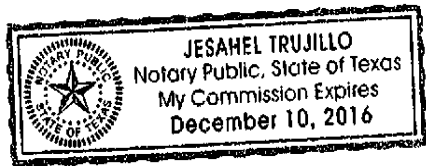
State of Texas)
) ss.
County of Harris

The instrument was acknowledged before me on July 29, 2013 by David R. Moore, the Portfolio Services Manager of CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for T-MOBILE USA TOWER LLC, on behalf of the said limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last above written.

[Signature]
Notary Public, State of Texas, County of Harris
My commission expires: 12-10-16
Acting in the County of Harris

[SEAL]



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CROWN:

CCTMO LLC,
a Delaware limited liability company

By: [Signature]
Name: David R. Moore
Its: Portfolio Services Manager

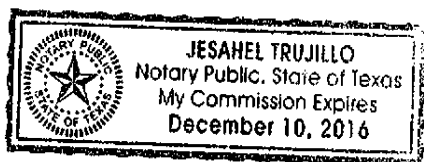
State of Texas)
) ss.
County of Harris

The foregoing instrument was acknowledged before me this 29 day of July, 2013 by David R. Moore, the Portfolio Services Mg of CCTMO LLC, a Delaware limited liability company, on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last above written.

[Signature]
Notary Public, State of Texas, County of Harris
My commission expires: 12-10-14
Acting in the County of ~~12-10-14~~ Harris

[SEAL]



UNOFFICIAL COPY**EXHIBIT "A"**

A 1,600 sq. ft. portion of the following described real property, together with easements for ingress, egress and utilities thereto:

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS, TO WIT:

PARCEL 1

A PARCEL OF LAND FORMERLY INCLUDED IN THE NOTRE DAME ADDITION TO SOUTH CHICAGO (NOW VACATED) IN FRACTIONAL SECTION 7, SOUTH OF THE INDIAN BOUNDARY LINE, TOWN 37 NORTH, RANGE 15, PAGE OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF TORRENCE AVENUE, WITH THE NORTH LINE OF EAST 103RD STREET; THENCE EAST ALONG SAID NORTH LINE ONE HUNDRED NINETY THREE (193) FEET MORE OR LESS TO THE WEST LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE NORTH ALONG SAID WEST LINE OF THE RAILROAD RIGHT-OF-WAY, NINE HUNDRED TEN (910) FEET; THENCE WEST TO A POINT IN THE EAST LINE OF TORRENCE AVENUE NINE HUNDRED TEN (910) FEET NORTH OF THE INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE OF EAST 103RD STREET; THENCE SOUTH ALONG SAID EAST LINE OF TORRENCE AVENUE TO THE POINT OF BEGINNING.

PARCEL 2

THE SOUTH 143.03 FEET OF THE FOLLOWING TRACT OF LAND: A PORTION OF LAND FORMERLY INCLUDED IN NORTH DAME ADDITION TO SOUTH CHICAGO, IN FRACTIONAL SECTION 7, SOUTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND NOW VACATED, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF TORRENCE AVENUE, 910 FEET NORTH OF THE INTERSECTION THEREOF WITH THE NORTH LINE OF EAST 103RD STREET, THENCE NORTH ALONG SAID EAST LINE TO A POINT 250 FEET SOUTH OF THE SOUTH LINE OF EAST 100TH STREET; THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF TORRENCE AVENUE TO THE WEST LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE SOUTH ALONG SAID RIGHT-OF-WAY LINE TO A POINT 910 FEET NORTH OF NORTH LINE OF EAST 103RD STREET; THENCE WEST TO THE PLACE OF BEGINNING.

PARCEL 3

LOTS 1 TO 11 INCLUSIVE AND THE 20 FOOT ALLEY EAST AND ADJOINING SAID LOTS 1 TO 11 IN BLOCK 32 IN NOTRE DAME ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH THREE FOURTHS OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY), ILLINOIS.

AND PARCEL 4

THAT PART OF LOTS 12 TO 17 INCLUSIVE AND THE 20 FOOT VACATED ALLEY EAST AND ADJOINING SAID LOTS 12 TO 17 IN BLOCK 32 IN NOTRE DAME ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH THREE FOURTHS OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID 20 FOOT VACATED ALLEY A DISTANCE OF 106 FEET 41/2 INCHES NORTH OF THE SOUTH LINE OF LOT 2) EXTENDED EAST (BEING A POINT OF INTERSECTION OF THE SOUTH LINE OF THE ONE STORY BRICK BUILDING

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EXTENDING EAST OF THE EAST LINE OF THE SAID VACATED 20 FOOT ALLEY) THENCE WESTERLY ALONG THE SOUTH LINE OF SAID ONE STORY BRICK BUILDING AND EXTENDED EAST 20 FOOT ALLEY A DISTANCE OF 76 FEET TO THE SOUTH WESTERN CORNER OF SAID BRICK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID ONE STORY BRICK BUILDING A DISTANCE OF 61 FEET 8 INCHES TO THE NORTH WESTERLY CORNER OF SAID BRICK BUILDING; THENCE EAST ALONG THE NORTH LINE OF SAID ONE STORY BRICK BUILDING TO ITS INTERSECTION WITH THE WEST LINE OF AN ADJOINING CONCRETE BLOCK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID CONCRETE BLOCK BUILDING A DISTANCE OF 38 FEET 10 INCHES TO A CORNER OF SAID CONCRETE BLOCK BUILDING EXTENDING WEST; THENCE WESTERLY ALONG THE SOUTHERN LINE OF SAID CONCRETE BLOCK BUILDING A DISTANCE OF 28 FEET 9 INCHES TO ANOTHER CORNER OF SAID CONCRETE BLOCK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID PORTION OF SAID CONCRETE BLOCK BUILDING A DISTANCE OF 24 FEET 5 INCHES TO ANOTHER CORNER OF SAID BUILDING (WHICH IS ALSO A CORNER OF SAID ONE STORY BRICK BUILDING); THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID ONE STORY BRICK BUILDING A DISTANCE OF 44 FEET 10 INCHES TO THE SOUTH WEST CORNER OF SAID ONE STORY BRICK BUILDING; THENCE 16 FEET 3 INCHES TO THE NORTH WEST CORNER, BEING THE NORTH LINE OF SAID ONE STORY BRICK BUILDING; THENCE WESTERLY ALONG THE NORTH LINE OF SAID ONE STORY BRICK BUILDING EXTENDED A DISTANCE OF 44 FEET 10 INCHES TO THE WEST LINE OF LOT 12 AFORESAID; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 12 TO THE NORTH WEST CORNER OF SAID LOT 12; THENCE EAST ALONG THE NORTH LINE OF SAID LOT, 12 AND DISTANCE OF THE NORTH LINE EXTENDED EAST TO THE INTERSECTION WITH THE EAST LINE OF SAID 20 FEET VACATED ALLEY; THENCE SOUTH ALONG THE EAST LINE OF THE VACATED ALLEY TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

TAX ID NO: 26-07-303-003

TAX ID NO: 26-07-303-004

Common Address: 10337 S. Torrence Ave., Chicago, IL 60617