

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Andrew Verwholt, Esq.
ATC Site No: 304335
ATC Site Name: Bucktown, IL
Assessor's Parcel No(s): 13-36-403-013-0000

State of Illinois
County of Cook

ATC-888493 - PR

MEMORANDUM OF LEASE

This Memorandum of Lease (the "Memorandum") is entered into on the 7th day of May, 2014 by and between Lock Up Armitage, LLC, an Illinois limited liability company, predecessor-in-interest to Lock Up Armitage, L.L.C, a Delaware limited liability company ("Landlord") and SpectraSite Communications, LLC, a Delaware limited liability company ("Tenant").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

- 1. Parent Parcel and Lease.** Landlord is the owner of certain real property being described in Exhibit A attached hereto and by this reference made a part hereof (the "Parent Parcel"). Landlord and Nextel West Corp., a Delaware corporation d/b/a Nextel Communications, predecessor-in-interest to Tenant, entered into that certain Communications Site Lease Agreement dated February 1, 2000 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "Lease"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "Leased Premises"), which Leased Premises is also described on Exhibit A.
- 2. Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be October 12, 2055. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
- 3. Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built ALTA survey by an Illinois licensed surveyor of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this

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Memorandum and to the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 800 Frontage Road, Northfield, IL 60093; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD:

Lock Up Armitage, L.L.C.,
a Delaware limited liability company

By: Lock Up – Evergreen LLC,
its sole member

By: Lock Up Holding LLC,
its manager

By: SHS Development Company,
its manager

Signature: [Handwritten Signature]
Print Name: Robert A. Soudan Jr.
Title: VP
Date: 4/10/14

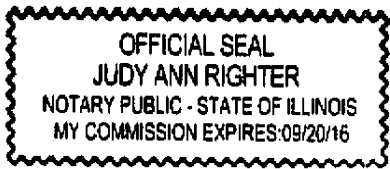
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Illinois
County of Cook

On this 10 day of April, 2014, before me, the undersigned Notary Public, personally appeared Robert A Soudan Jr, personally known to me (or 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/she/they 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]
Notary Public
Print Name: Judy Ann Righter
My commission expires: 9/20/16



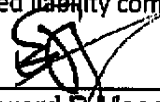
[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

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TENANT

SpectraSite Communications, LLC,
a Delaware limited liability company

Signature: 
Print Name: Edward P. Maggio, Jr.
Title: Senior Counsel, US Tower
Date: 5/7/14

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 7th day of May, 2014, before me, the undersigned Notary Public, personally appeared Edward P. Maggio, Jr., personally known to me (or 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/she/they 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nicole Montgomery
Notary Public
Print Name: _____
My commission expires: 4/22/2016



NICOLE C. MONTGOMERY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 22, 2016

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EXHIBIT A

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

The land referred to herein below is situated in the County of Cook, State of Illinois, and is described as follows:

That part of block 1, except the South 53 feet of lots 44 to 50, both inclusive (now vacated) in B. F. Jacobs' subdivision of block 2 of W. S. Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 36, Township 40 North, range 13, East of the third principal meridian, lying Westerly of the Following described line:

Commencing at the Northeast corner of said block 1; thence Westerly along the Northerly line of block 1, 190.51 feet to the place of beginning of the line to be described herein; thence Southwesterly along the center line of Masonry Wall, being a line which forms an angle of 74 degrees, 25 minutes, 38 seconds as measured to the left with the prolongation of the last described course, a distance of 19.26 feet; thence Southerly along the center line of said Masonry Wall, being a line which forms an angle of 16 degrees, 10 minutes, 49 seconds as measured to the left with the prolongation of the last described course, a distance of 105.39 feet; thence Westerly along the center line of said Masonry Wall, being a line which forms an angle of 89 degrees, 32 minutes, 29 seconds as measured to the right with the prolongation of the last described course, a distance of 8.95 feet to the Westerly face of said Masonry Wall; thence Southerly along said Westerly face, being a line which forms an angle of 89 degrees, 20 minutes, 58 seconds as measured to the left with the prolongation of the last described course, a distance of 87.66 feet; thence Easterly along said Southerly face of said Masonry Wall, being a line which forms an angle of 89 degrees, 32 minutes, 08 seconds, as measured to the left with the prolongation of the last described course, a distance of 0.34 of a foot; thence Southerly along a line which forms an angle of 89 degrees, 29 minutes, 18 seconds as measured to the right with the prolongation of the last described course, a distance of 33.11 Feet more or less to the Southerly line of block 1 aforesaid, at a point 36.46 feet Westerly of the West line of said lot 44 and which lies Easterly of the following described line:

Commencing at the Northeast corner of said block 1; thence Westerly along the Northerly line of said block 1, 334.10 feet to the place of beginning of the line to be described herein; thence Southwesterly along the center line of a Masonry Wall, a line which form an angle of 74 degrees, 22 minutes, 24 seconds measured to the left with the prolongation of the last described course, a distance of 19.0 feet; thence Southerly along the center line of masonry wall being a line which forms an angle of 16 degrees, 13 minutes, 11 seconds as measured to the left with the prolongation of the last described course, a distance of 106.21 Feet to the Southerly face of a Masonry Wall; thence Westerly along said Southerly face being a line which forms an angle of 89 degrees, 24 minutes, 25 seconds measured to the right with the prolongation of the last described course, a distance of 6.30 feet; thence Southerly along a line which forms an angle of 90 degrees, 35 minutes, 35 seconds measured to the left with the prolongation of the Last described course, a distance of 140.34 feet to the Southerly line block 1 aforesaid at a point 177.55 feet Westerly of the West line of said lot 44, all in block 1 in B. F. Jacobs' subdivision of block 2 aforesaid all in Cook County, Illinois.

Parcel ID #: 13-36-403-018-0000

This being the same property conveyed to Lock Up Armitage, LLC, an Illinois Limited Liability Company, in Instrument No. 99679347.

Property Commonly Known As: 2525 West Armitage Avenue Chicago, IL 60647

Site No: 304335
Site Name: Bucktown, IL

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LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below:

Leased Premises is comprised of approximately 100 square feet of exterior space, more or less, located within the Parent Parcel, and 200 square feet inside Landlord's building.

ACCESS AND UTILITIES

The Access and Utilities easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

Property of Cook County Clerk's Office