

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

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 5th day of JUNE, 2014, 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. The Village of Willow Springs and VoiceStream GSM I Operating Company, LLC ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated August 28, 2003, a memorandum of which was recorded as Instrument No. 0375615083 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

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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.

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.

7. T-Mobile Lessor granted to Crown a Power of Attorney dated November 30, 2012 related to the leasing, management and operation of the Site, which Power of Attorney was recorded as Instrument No. 1316957865 in the aforesaid recording office.

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

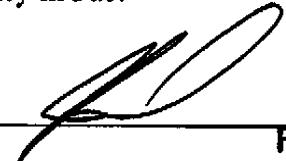
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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

T-MOBILE LESSOR:

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

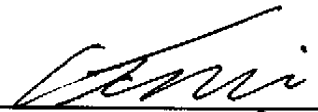
By: **CCTMO LLC,**
a Delaware limited liability company
Its: Attorney in Fact

By: 
Name: Rick Reed
Its: Director

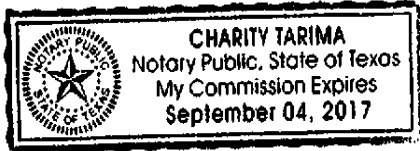
State of TEXAS)
) ss.
County of HARRIS)

The instrument was acknowledged before me on 5 JUNE, 2014 by RICK REED, the DIRECTOR 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.


Notary Public, State of TEXAS, County of HARRIS
My commission expires: 09/04/17
Acting in the County of HARRIS

[SEAL]



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EXHIBIT "A"

An approximately 2,500 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

SITUATED IN COOK COUNTY AND THE STATE OF ILLINOIS:

THAT PART OF THE EAST 1/2 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 170.943 FEET; THENCE SOUTH 58 DEGREES 04 MINUTES 00 SECONDS EAST (ALONG THE NORTHEASTERLY LINE OF A TRACT CONVEYED BY DEED RECORDED MAY 28, 1970 AS DOCUMENT NO. 21169629) A DISTANCE OF 53.63 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 58 DEGREES 04 MINUTES 00 SECONDS EAST (ALONG THE AFOREMENTIONED NORTHEASTERLY LINE OF A TRACT CONVEYED BY DEED RECORDED MAY 28, 1970 AS DOCUMENT NO. 21169629) A DISTANCE OF 369.94 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 50.00 FEET NORTHWESTERLY LINE OF A STRIP OF LAND CONVEYED TO COMMONWEALTH EDISON COMPANY BY DEED RECORDED JULY 10, 1946 AS DOCUMENT NO. 13840024; THENCE NORTH 31 DEGREES 56 MINUTES 00 SECONDS (ALONG SAID PARALLEL LINE), A DISTANCE OF 226.80 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 32, SAID LINE BEING DRAWN THROUGH THE HEREIN, ABOVE DESCRIBED POINT OF BEGINNING; THENCE NORTH 89 DEGREES 34 MINUTES 40 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 433.93 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, IN COOK COUNTY, ILLINOIS.

AND BEING A PORTION OF THE PROPERTY CONVEYED TO GENERAL MOTOR CORPORATION, A DELAWARE CORPORATION FROM CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER A TRUST AGREEMENT DATED 1 ST DAY OF SEPTEMBER 1934 AND KNOWN AS TRUST NUMBER 31066 BY DEED DATED JULY 26, 1951 AND RECORDED AUGUST 1, 1951 IN DEED BOOK 47040, PAGE 528, AND FURTHER CONVEYED TO VILLAGE OF WILLOW SPRINGS, AN ILLINOIS MUNICIPAL CORPORATION FROM GENERAL MOTORS CORPORATION, A DELAWARE CORPORATION BY DEED OF GIFT DATED MAY 9, 1984 AND RECORDED AUGUST 6, 1985 IN INSTRUMENT NO. 85133818.

Part of PIN: 18-32-201-010-0000

Common Address: 8261 Willow Springs Road, Willow Springs, IL 60480

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Recording Clerk:

T-Mobile USA Tower LLC and **CCTMO LLC** have entered into a **sublease** for a portion of the real estate described in Exhibit A of the memorandum to be recorded.

In an advisory opinion regarding the applicability of the Illinois Real Estate Transfer Tax to ground leases of 30 years or more, the Illinois Department of Revenue concluded that the Illinois Real Estate Transfer Tax applies to the *transfer* of ground leases – not to the issuance or creation of ground leases.

The Memorandum of Master Prepaid Lease and Management Agreement memorializes the creation of a sub-leasehold interest and not a transfer of lessee's interest in the underlying ground lease. As a result, this transaction is not subject to the Illinois Real Estate Transfer Tax and no Illinois Real Estate Transfer Declaration (PTAX-203) forms are required to be attached.

If you have any questions, please contact me directly at the number listed below.

Sincerely,



Kenneth Jacob Rubbo
Crown Castle
1220 Augusta Dr., Houston TX 77057
713-570-3061

PROPERTY OF COOK COUNTY CLERK'S OFFICE