



Doc#: 1431845070 Fee: \$54.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/14/2014 12:44 PM Pg: 1 of 9

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 17<sup>th</sup> day of October 2014, Ollie Banks, (the "Landlord") and Clear Choice Properties LLC, an Illinois limited liability company (the "Tenant").

WITNESSETH:

WHEREAS, by the terms of a certain Ground Lease entered into on October 17, 2014, (the "Lease"), the Landlord leased to the Tenant certain property, being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease 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, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord does hereby lease the Premises to the Tenant upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

- (1) On the 17<sup>th</sup> day of October, 2014 the Landlord and Tenant entered into the Lease of the Premises.
- (2) The term of the Lease is for a period of ninety-nine (99) years commencing on 17<sup>th</sup> day of October, 2014 and terminating on the 17<sup>th</sup> day of October 2113.
- (3) The amounts of rental due and the terms, conditions and rights and remedies of the parties hereto are specifically set forth in the Lease.

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the day and year first above written.

LANDLORD:  
Ollie Banks

10-21-2014

TENANT:  
Clear Choice Properties, LLC

By: CLEAR CHOICE PROPERTIES LLC.  
Printed: ANAS ASKAR  
Title: PRESIDENT

Prepared by: Hopkins & Associates, P.C.  
161 N. Clark St  
Ste 4700  
Chicago, IL 60609

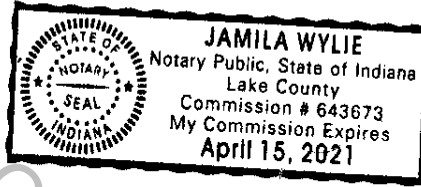
# UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

On the 23 day of October 2014, before me, the undersigned, personally appeared Ollie Banks and ANAS ASKAR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the State of Illinois, County of Cook.

*Jamila Wylie*  
Notary Public  
Print Name: Jamila Wylie  
My Commission Expires: 04.15.2021



Property of Cook County Clerk's Office

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## GROUND LEASE

This Lease is made and entered into as of the 17<sup>th</sup> day of October, 2014, by and between Ollie Banks, P.O. Box 1906, Harvey, IL 60426 (the "Landlord") and Clear Choice Properties, LLC a limited liability company (the "Tenant").

In consideration of the mutual promises, conditions and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Grant of Easement Parcel(s). Landlord hereby grants to Tenant an Access easement 30 feet in width from the Leasehold Parcel to the nearest accessible public right-of-way and a Utility easement 10 feet in width to the nearest suitable utility company-approved service connection points. As further described in Exhibit "A" attached hereto and incorporated herein. Landlord agrees to make such direct grants of easement as the utility company may require.
2. Grant of Easement Rights. To effect the purposes of this Lease, Landlord hereby grants to Tenant the following Easement rights: (a) the right to clear vegetation, out timber and move earthen materials upon the Easement Parcels; (b) the right to improve an access road within the Access Easement Parcel; (c) the right to place utility lines and related infrastructure within the Utilities Easement Parcel; (d) the right to enter and temporarily rest upon Landlord's adjacent lands for purposes of installing, repairing, replacing and removing the leasehold improvements (the "Improvements") and any other personal property of Tenant upon the Leasehold Parcel and improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and Easement Parcels are collectively referred to herein as the "Premises."
3. Survey/Site Plan. Tenant may, at Tenant's expense, cause a survey, site plan and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises and to attach the same as exhibits to this Lease.
4. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipped buildings, and a security fence together with all necessary lines, anchors, connections, devices and equipment for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy and landline carriage. Tenant shall have unlimited 24/7 access to the Premises.
5. Terms of Lease. In event Tenant exercises the Option, the initial lease terms will be ninety-nine (99) years (the "Term"), commencing upon the Effective Date as defined below.
6. Option to Terminate. Tenant shall have the unilateral right to terminate Lease at any time by giving written notice to the Landlord of Tenant's exercise of this option and paying the Landlord the amount of \$0.00 as liquidated damages.
7. Base Rent. Commencing on the Effective Date (the "Effective Date"). Tenant shall pay Base Rent to the Landlord in the amount of \$0.00 per month.
8. Possession of Premises. Tenant shall not be entitled to take possession of the Premises and commence work to construct the Improvements until Tenant makes the first payment of rent.

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9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including separate metering, billing and payment of utility services consumed by Tenant's operations.

10. Property Taxes.

(a) Tenant shall be responsible for the the personal property taxes levied against the Improvements and the real estate taxes levied against the land underlying the Leasehold Parcel. If the classification of the land for tax purposes changes as a result of Tenant's commercial use, then Tenant shall be responsible for increase attributable to such commercial use. Increase in property values reflected in Landlord's property tax bill received after the first assessment date following Tenant's completion of construction shall be deemed to best indicate the impact attributable to Tenant.

(b) Although Tenant will be receiving a separate tax bill for its personal property, the parties assume that the Leasehold Parcel will to be eligible for a separate assessor's parcel number. Therefore, Tenant shall contribute to the payment of real estate taxes on the underlying land promptly following Landlord's demand therefor, provided that Tenant's proportionate share shall be computed as follows: Area of Leasehold Parcel, divided by area of total tract shown on tax bill, times total tax attributable to land only. The parties agree to cooperate in good faith to identify the portion of Landlord's property tax increases for which Tenant is fairly responsible, and Tenant agrees to subsidize such increases.

(c) Landlord's requests to Tenant for contribution or reimbursement of property taxes should be addressed to Clear Choice Properties, LLC, 5133 N. McVicker St., Chicago, IL 60630. All requests must be accompanied by a copy of Landlord's tax bill. Tenant shall comply with requests for contribution by issuing a check for Tenant's proportionate share made payable to the tax collector. Tenant shall comply with requests for reimbursement by issuing a check to Landlord, provided that a paid tax receipt accompanies such request.

(d) Tenant shall have the right, but not the obligation, to pay Landlord's real estate taxes on the underlying land if the same become delinquent, to ensure that Tenant's leasehold interest does not become extinguished. Tenant shall be entitled to take a credit against rent for the portion of Landlord's taxes which is not Tenant's obligation to pay, as such amount shall reasonably be substantiated.

11. Repairs. Tenant shall be responsible for all repairs of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

12. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant, or in any way resulting from Tenant's presence upon Landlord's lands. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord. Nothing in this article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

13. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars covering Tenant's work and operations upon Landlord's lands.

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14. Assignment of Lease by Tenant. This Lease and the Premises hereunder shall be free assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Premises, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing on the name and address of any assignee or collateral assignee.

15. Subleasing. Tenant shall have the unreserved and unqualified right to sublet tower, building, and ground space upon the Premises to subtenants without the necessity of obtaining Landlord's consent.

16. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease which may be recorded in the county land records. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

17. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove and Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, if requested by Landlord and at Tenant's expense, remove any aboveground Improvements from the Premises. If Landlord does not notify Tenant that Tenant must remove such Improvements, then Tenant shall have the option of either removing or abandoning such Improvements, and in any event Tenant shall be entitled to abandon all footings, foundations, and other below-ground Improvements in place.

18. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

19. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in the land underlying the Premises a non-disturbance agreement in form reasonably satisfactory to Tenant.

20. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel, and that Landlord has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereon.

21. Attorney's fees. In any action of this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

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22. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

23. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

24. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

25. Non-binding until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LANDLORD:

**Ollie Banks**

By: *Ollie Banks*

Printed: Ollie Banks

Social Security #: 6066  
10-21-2014

TENANT:

**Clear Choice Properties, LLC,**  
A Delaware, limited liability company

By: *ANAS ASKAR*

Printed: ANAS ASKAR

Title PRESIDENT

Property of Cook County Clerk's Office

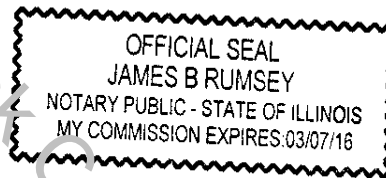
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STATE OF ILLINOIS

COUNTY OF COOK

On the \_\_\_ day of October 2014, before me, the undersigned, personally appeared Ollie Banks and ANAS ASKAR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the State of Illinois, County of Cook.

James B Rumsey  
Notary Public  
Print Name: JAMES B RUMSEY  
My Commission Expires: MARCH 7<sup>th</sup> 2016



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15927 Dixie Highway  
Harvey, IL 60426

## EXHIBIT A

29-19-106-014-0000

Commitment Number: 15435

### PARCEL 1

THE LEASEHOLD ESTATE CREATED BY GROUND LEASE DATED OCTOBER 17, 2014 MADE BY OLLIE BANKS, AS LESSOR TO CLEAR CHOICE PROPERTIES, LLC WHICH LEASE DEMISES THE LAND FOR A TERM OF YEARS BEGINNING OCTOBER 17, 2014 AND ENDING 99 YEARS THEREAFTER

#### THE LAND:

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 19 TOWNSHIP 36 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CHICAGO AND VINCENNES ROAD (NOW KNOWN AS DIXIE HIGHWAY) DESCRIBED AS FOLLOWS:  
COMMENCING AT A POINT WHICH LIES 348.11 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTH 1/2 OF SAID NORTHWEST 1/4 THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4 100.00 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 19 SECONDS WEST 267.43 FEET, THENCE NORTH 00 DEGREES 33 MINUTES 41 SECONDS WEST 9 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 26 MINUTES 19 SECONDS EAST 60 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 41 SECONDS WEST 25 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 19 SECONDS EAST 60 FEET THENCE SOUTH 00 DEGREES 33 MINUTES 41 SECONDS EAST 25 FEET TO THE POINT OF BEGINNING (EXCEPT THE IMPROVEMENTS LOCATED THEREON)

### PARCEL 2

FEE SIMPLE AS TO THE IMPROVEMENTS LOCATED ON THE LAND DESCRIBED IN PARCEL 1

### PARCEL 3

THE LEASEHOLD ESTATE CREATED BY THE LEASE DATED APRIL 28, 2004 MADE BY OLLIE BANKS TO UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC WHICH LEASE DEMISES THE LAND FOR A TERM OF YEARS BEGINNING FEBRUARY 22, 2005 AND ENDING FEBRUARY 21ST 2110 WITH 4 RENEWAL OPTIONS FOR PERIODS OF 5 ADDITIONAL YEARS EACH

#### THE LAND:

THAT PART OF THE SOUTH 100 FEET OF THE NORTH 448.11 FEET OF THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 19. TOWNSHIP 36 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF DIXIE HIGHWAY. DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIPE FOUND AT THE SOUTHEAST CORNER THEREOF; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 288.85 FEET  
ALONG THE SOUTH LINE OF THE NORTH 448.11 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 54 SECONDS WEST, 8.59 FEET ALONG A LINE TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 49 MINUTES 39 SECONDS WEST 40.00 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 54 SECONDS WEST, 40.00 FEET. THENCE NORTH 37 DEGREES 49 MINUTES 39 SECONDS EAST, 40.00 FEET; THENCE SOUTH 02 DEGREES 10 MINUTES 54 SECONDS EAST, 40.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS (EXCEPT THE IMPROVEMENTS THEREON)

### PARCEL 4

FEE SIMPLE AS TO THE IMPROVEMENTS LOCATED ON PARCEL 3

### PARCEL 5

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY

PRIMARY TITLE SERVICES, LLC  
8833 GROSS POINT ROAD #205 - SKOKIE, IL 60077-1859  
(P) 847-677-8833 (F) 847-673-8833  
A Policy Issuing Agent for  
FIRST AMERICAN TITLE INSURANCE COMPANY