

THIS DOCUMENT PREPARED BY:

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10 South Wacker Drive, Suite 2300  
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AFTER RECORDING, RETURN TO:

After Recording Return to:  
Crown Castle  
1220 Augusta, Suite 600  
Houston, TX 77057  
Attn: PEP

*This space reserved for Recorder's use only*

**MEMORANDUM OF SECOND AMENDMENT TO LEASE**

See Exhibit "A" for Legal Description, Common Address and Parcel No.

**THIS MEMORANDUM OF SECOND AMENDMENT TO LEASE** (this "Memorandum") is made this 7 day of May, 2015, by and between **THEODORE P. KIRCHBERG III** ("Landlord"), having a mailing address of 2451 Towne Boulevard, Arlington Heights, Illinois 60004, and **NCWPCS MFL 28 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company ("Tenant"), whose address is Legal Department, Attn: Network Legal, Re: Fixed Asset No. 10095284, 206 S. Akard Street, Dallas, Texas 75202-4206, by and through its attorney-in-fact, **CCATT LLC**, a Delaware limited liability company, whose mailing address is c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

**RECITALS**

**WHEREAS**, Landlord and Tenant are the current parties under that certain Option and Site Lease Agreement dated as of January 22, 1997, with a commencement date of June 22, 1998, originally by and between AT&T Wireless PCS, Inc., a Delaware corporation ("AT&T"), as tenant, and Theodore P. Kirchberg III and Linda A. Kirchberg ("Kirchbergs"), as landlord (the "Lease");

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**WHEREAS**, the Lease was amended by that certain Amendment of Lease dated March 18, 1998;

**WHEREAS**, Tenant is the successor in interest to AT&T;

**WHEREAS**, Landlord is the successor in interest to Kirchbergs;

**WHEREAS**, the parties have modified the terms of the Lease by that certain Second Amendment to Lease dated the same date as this Memorandum, by and between Landlord and Tenant, and wish to provide record notice of the existence of the Lease as amended thereby (hereafter, the Lease is referred to as the "Amended Lease") and the status of certain rights and interests thereunder through the recording of this Memorandum in the Public Records of Cook County, Illinois, and

**WHEREAS**, the Amended Lease pertains to certain real property leased to Tenant (the "Leased Premises") together with access and utility easements granted to Tenant more particularly described in the Amended Lease, located on a portion of Landlord's property that is more particularly described on Exhibit "A" attached hereto and incorporated by this reference ("Landlord's Property").

## OPERATIVE PROVISIONS

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Landlord hereby acknowledges, ratifies, and confirms Tenant's interest in and to the Amended Lease.
3. The terms and provisions of the Amended Lease are hereby restated and incorporated herein by this reference.
4. The Amended Lease provides that the initial term of the Amended Lease is five (5) years, commencing on June 22, 1998, with ten (10) additional terms of five (5) years each. The term of the Amended Lease, including all additional terms, if exercised, will expire on June 30, 2053.
5. The Amended Lease pertains to a portion of that certain real property described on Exhibit "A" attached hereto.
6. The Amended Lease provides Tenant with a right of first refusal with respect to all or a portion of Landlord's Property, upon the terms and conditions more particularly set forth in the Second Amendment to Lease.

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7. The parties consent to the recording of this Memorandum in the public records of the county in which the Leased Premises is situated, and agree that this Memorandum shall be executed in recordable form.
8. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

[Remainder of page intentionally left blank; signatures begin on the following page]

Property of Cook County Clerk's Office

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

LANDLORD:

*Theodore P. Kirchberg III*

**THEODORE P. KIRCHBERG III,**

~~a widower~~ a married man

Date: 4-27-15

### ACKNOWLEDGEMENT

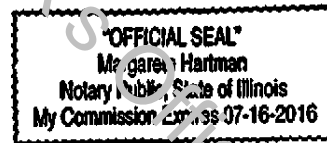
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this, the 27<sup>th</sup> day of April, 2015, before me Margaret Hartman  
Notary Public, the undersigned officer, personally appeared **THEODORE P. KIRCHBERG III**, ~~a widower~~ <sup>a married man</sup>, who executed the foregoing Memorandum of Second Amendment to Lease for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Margaret Hartman*

Notary Public, State of Illinois, County of Cook  
Acting in the County of Cook  
My Commission Expires: 7/16/2016



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TENANT:

NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC,  
a Delaware limited liability company

By: CCATT LLC,  
a Delaware limited liability company  
Its: Attorney-in-fact

By: *[Signature]*  
Name: Lisa A. Sedgwick  
Title: RET Manager  
Date: 5/7/2015

ACKNOWLEDGEMENT

STATE OF TEXAS

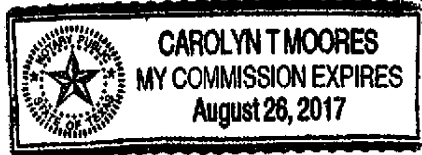
COUNTY OF HARRIS

On this, the 7 day of May, 2015, before me Carolyn T. Moores,  
Notary Public, the undersigned officer, personally appeared  
Lisa A Sedgwick, who acknowledged him/herself to be the  
RET Manager of CCATT LLC, a Delaware limited liability  
company, the attorney-in-fact for NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS  
LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed  
the foregoing Memorandum of Second Amendment to Lease for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Carolyn T Moores*

Notary Public, State of Texas, County of Harris  
My Commission Expires:



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## EXHIBIT "A"

### LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

Land situated in Cook County, Illinois, more particularly described as follows:

THE 14 EAST FEET AND THE 20 SOUTH FEET OF THE NORTH HALF OF LOT 16 AND THE 26 WEST FEET AND THE 20 SOUTH FEET OF THE NORTH HALF OF LOT 17 IN BLOCK 4 IN KEENEY'S ADDITION TO ROGER'S PARK (EXCEPT THAT PART TAKEN FOR WIDENING OF N. WESTERN AVE.) IN THE NW 'A OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS: COMMONLY KNOWN AS 6943 N. WESTERN AVE., CHICAGO, ILLINOIS.

Tax Parcel Identification Number: 11-31-113-015-0000

Common Address: 6943 N. Western Avenue, Chicago, Illinois 60645-4710

Cook County Clerk's Office