

UNOFFICIAL COPY

Doc#: 1522557108 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/13/2015 09:46 AM Pg: 1 of 7

THIS DOCUMENT PREPARED BY:

DYKEMA GOSSETT PLLC
Matthew S. Raczkowski, Esq.
10 S. Wacker Drive, Suite 2300
Chicago, Illinois 60606

AFTER RECORDING RETURN TO:

Crown Castle
1220 Augusta, Suite 600
Houston, TX 77057
Attn: PEP

MEMORANDUM OF SECOND AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

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

This Memorandum of Second Amendment to Option and Site Lease Agreement (this "Memorandum") is made this 7 day of August, 2015, by and between **FREDERICK J. LEEP**, individually, and **WILLIAM FULTON**, individually (collectively, the "Landlord"), d/b/a Wentworth Storage, having a mailing address of Attn: Fred Leep, 18417 South Wentworth Avenue, Lansing, Illinois 60438, and **NCWPCS MPL 26 – YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company ("Tenant"), with a mailing address of Legal Department, Attn: Network Legal, Re: Fixed Asset No. 10074408, 208 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 Attn: Legal Dept., 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 December 19, 1995, with a commencement date of April 1, 1996, originally by and between AT&T Wireless PCS, Inc., a Delaware corporation ("AT&T Wireless"), as tenant, and DeYoung Fennema Partnership, beneficiaries with authority and direction to lease under First National Bank of Lansing Land Trust No. 2808, dated December 17, 1976 ("DeYoung Fennema"), as landlord (the "Lease");

WHEREAS, the Lease was amended by that certain Addendum No. 1 to Option and Site Lease Agreement dated December 19, 1995;

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

WHEREAS, Landlord is the successor in title to DeYoung Fennema;

WHEREAS, the parties have modified the terms of the Lease by that certain Second Amendment to Option and Site Lease Agreement dated the same date as this Memorandum, by

UNOFFICIAL COPY

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 Cook County Recorder of Deeds; and

WHEREAS, the Amended Lease pertains to certain real property leased to Tenant together with access and utility easements granted to Tenant more particularly described in the Amended Lease (the "Leased Premises"), 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 April 1, 1996, with fourteen (14) additional terms of five (5) years each. The term of the Amended Lease, including all additional terms, if exercised, will expire on April 30, 2071.
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 Option and Site Lease Agreement.
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]

UNOFFICIAL COPY

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

LANDLORD:

FREDERICK J. LEEP

Date: 7-28-15

WILLIAM FULTON

Date: 7-28-15

Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

STATE OF IN)
) SS
COUNTY OF Lake)

On this, the 28th day of July, 2015, before me _____, Notary Public, the undersigned officer, personally appeared **FREDERICK J. LEEP**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Memorandum of Second Amendment to Option and Site Lease Agreement, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public, State of IN, County of Lake
Acting in the County of Lake
My Commission Expires: 6-20-2018

UNOFFICIAL COPY

ACKNOWLEDGEMENT

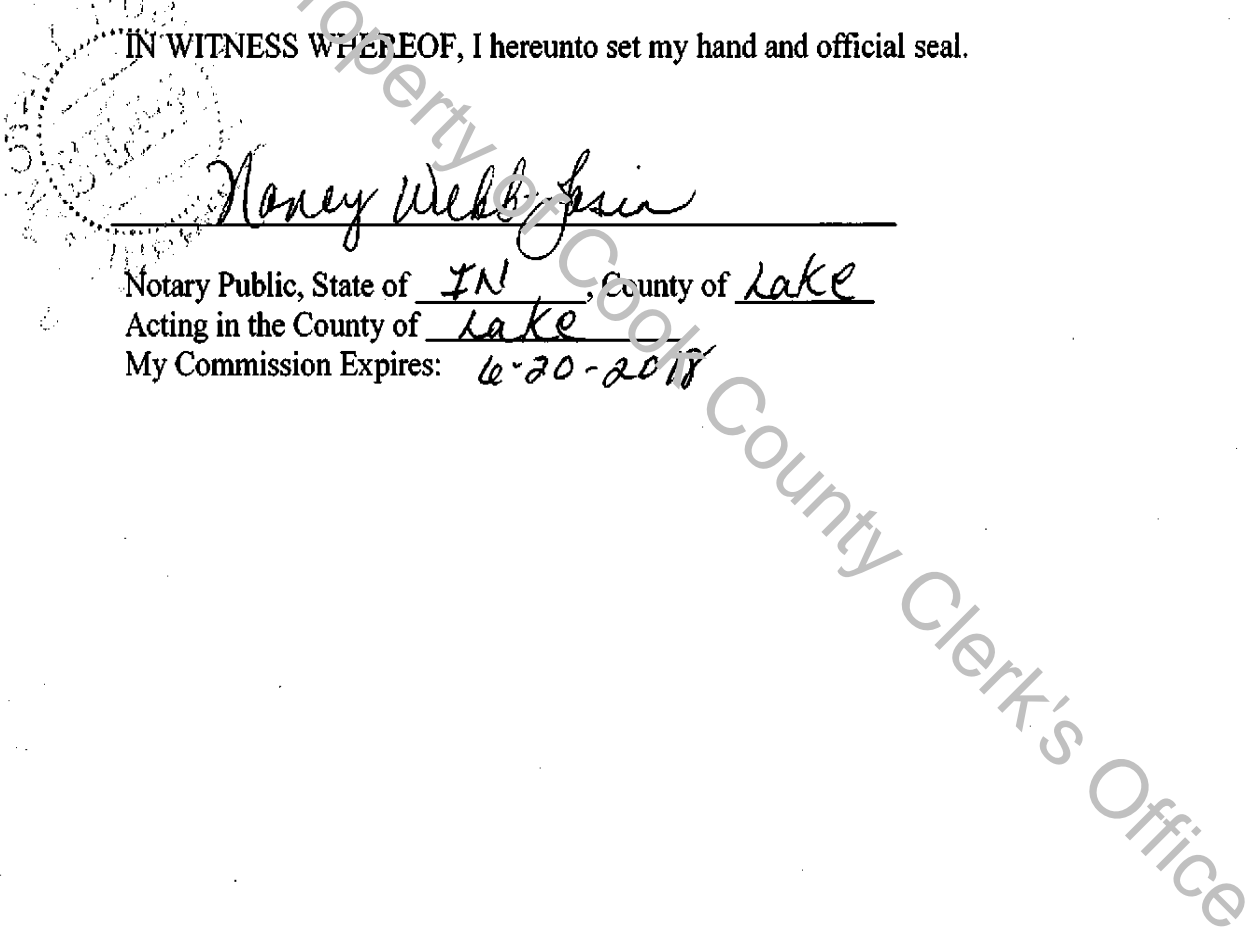
STATE OF IN)
) SS
COUNTY OF Lake)

On this, the 28th day of July, 2015, before me _____, Notary Public, the undersigned officer, personally appeared WILLIAM FULTON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Memorandum of Second Amendment to Option and Site Lease Agreement, and acknowledged that he executed the same for the purposes therein contained.

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

Nancy Webb Esq

Notary Public, State of IN, County of Lake
Acting in the County of Lake
My Commission Expires: 6-20-2018



UNOFFICIAL COPY

TENANT:

NCWPCS MPL 26 - 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: 8/7/2015

Property of Cook County, Illinois

ACKNOWLEDGEMENT

STATE OF TEXAS)

) SS

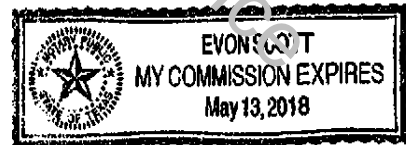
COUNTY OF HARRIS)

On this, the 7 day of August, 2015, before me, Evan Scott, Notary Public, the undersigned officer, personally appeared Lisa A. Sedgwick, who acknowledged him/herself to be the MAT Manager of CCATT LLC, a Delaware limited liability company, the Attorney-in-Fact for NCWPCS MPL 26 - 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 Option and Site Lease Agreement for the purposes therein contained.

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

[Signature]

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



UNOFFICIAL COPY**EXHIBIT "A"****LEGAL DESCRIPTION OF LANDLORD'S PROPERTY****PARCEL 1:**

THE NORTH 81 FEET (EXCEPTING THE NORTH 40 FEET OF THE WEST 168 FEET THEREOF AND EXCEPTING THE WEST 33 FEET THEREOF TAKEN FOR WENTWORTH AVENUE) OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 17.72 CHAINS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST FRACTIONAL 1/4; THENCE EAST AT RIGHT ANGLES TO THE WEST LINE OF SAID SOUTHEAST FRACTIONAL 1/4, 4.45 CHAINS; THENCE SOUTH PARALLEL WITH THE WEST LINE THEREOF 11.227 CHAINS TO THE NORTHERLY LINE OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD RIGHT OF WAY; THENCE NORTH 37 DEGREES 45 MINUTES WEST ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY 7.268 CHAINS TO THE WEST LINE OF SAID SOUTHEAST FRACTIONAL 1/4, AND THENCE NORTH 5.48 CHAINS TO THE POINT OF BEGINNING, (EXCEPTING FROM SAID TRACT ABOVE DESCRIBED THE NORTH 296.62 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT AT A POINT 17.72 CHAINS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST AT RIGHT ANGLES TO THE WEST LINE OF SAID SOUTHEAST FRACTIONAL 1/4 4.45 CHAINS; THENCE SOUTH AND PARALLEL WITH THE WEST LINE THEREOF 11.227 CHAINS TO THE NORTH LINE OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD; THENCE NORTH 37 DEGREES, 45 MINUTES, WEST ALONG SAID NORTH LINE OF SAID RIGHT OF WAY 7.268 CHAINS TO THE WEST LINE OF SAID SOUTHEAST FRACTIONAL 1/4; THENCE NORTH 5.48 CHAINS TO THE POINT OF BEGINNING, EXCEPTING, HOWEVER, FROM THE TRACT ABOVE DESCRIBED, THE NORTH 377.62 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 43 IN AXTELL'S ADDITION TO LANSING, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THAT PART THEREOF DEDICATED FOR ILLINOIS STREET BY DOCUMENT 18783438, OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
ALSO

THAT PART LYING EAST OF A LINE RUNNING PARALLEL TO AND 150 FEET EAST OF THE WEST LINE OF LOT 43 AND SOUTHWESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD OF THE NORTH 27 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THE FOLLOWING DESCRIBED TRACT OF LAND:

THE SOUTH 6.50 FEET OF THE NORTH 278.0 FEET OF THE WEST 73.50 FEET OF THE EAST 308.70 FEET OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF AFORESAID SECTION 32, TOGETHER WITH THAT PART OF THE SOUTH 10.50 FEET OF THE NORTH 278.0 FEET OF THE EAST 235.20 FEET OF THE AFORESAID SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 32

A-1

UNOFFICIAL COPY

LYING WESTERLY OF WESTERLY RIGHT OF WAY LINE HERETOFORE DEDICATED FOR STEWART AVENUE) ALSO EXCEPT THAT PART THEREOF DEDICATED BY DOCUMENT 18783438 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Parcel Identification Number: 30-32-315-012-0000; 30-32-315-049-0000;
30-32-403-049-0000; 30-32-403-050-0000

Common Address: 18417-19 Wentworth Ave., Lansing, Illinois 60438;
3511 Illinois St., Lansing, Illinois 60438

Property of Cook County Clerk's Office