

UNOFFICIAL COPY

Doc#: 1626739083 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/23/2016 10:34 AM Pg: 1 of 5

DRAFTED BY
AND RETURN TO:
Whyte Hirschboeck Dudek S.C.
555 East Wells Street, #1900
Milwaukee, Wisconsin 53202-3819
(Site Name: Whitlock Park WT | 105178)
(Prepared by Rodney W. Carter - Telephone No. (414) 978-5365)

AMENDED AND RESTATED MEMORANDUM OF LICENSE AGREEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF LICENSE AGREEMENT ("**Memorandum**") is made as of this 13th day of September 2016, by and between **VILLAGE OF DOWNERS GROVE** (hereinafter referred to as "**Village**"), and **CHICAGO SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless** (herein after referred to as "**Licensee**").

WITNESSETH

WHEREAS, Village and Licensee entered into that certain License Agreement dated as of September 21, 2010 (the "**License Agreement**"); and

WHEREAS Village and Licensee have amended the License Agreement by that certain First Amendment to License Agreement of even date herewith (the License Agreement and the First Amendment to License Agreement, collectively, the "**Agreement**"), wherein and whereby Village devised and licensed to Licensee, for a term as set forth in the Agreement, that certain real property located in the Village of Downers Grove, DuPage County, State of Illinois, more specifically described herein; and

WHEREAS, Village and Licensee previously caused to be recorded that certain Memorandum of Lease, recoded as Document No. R2010-131146 in the office of the Recorder for DuPage County, Illinois (the "**Original Memorandum**"), which references a recording date of September 30, 2010; and

WHEREAS, Village and Licensee wish to amend, restate and supersede the Original Memorandum in its entirety;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Agreement, Village and Licensee hereby acknowledge and agree as follows:

1. Term and Premises. Village owns certain Real Property, legally described in Exhibit A attached to and incorporated into this Memorandum (the "**Property**"). Under the Agreement and subject to its terms,

UNOFFICIAL COPY

Village has granted a license to Licensee for that certain real property located in the County of DuPage, State of Illinois, legally described in Exhibit B attached to and incorporated into this Memorandum (the "**Premises**"), for a term commencing on the first day of the month in which a building permit is issued, but in no event later than January 1, 2011 and expiring on December 31, 2011, which Initial Term is subject to extension for four (4) additional one (1) year periods (collectively, the "**Initial Term**"). Following the Initial Term, the Agreement may be extended for three (3) consecutive periods of five (5) years each (collectively, the "**Extension Term**"), all on the terms and provisions of the Agreement. The Initial Term and the Extension Term are referred to collectively as the "**Term**". Licensee has leased the Premises to construct thereon a fully completed and operational communications facility and appropriate related improvements and systems on the Premises (collectively, the "**Communications Facility**"). Completion of the Communications Facility has occurred as of the date of this Memorandum.

2. Definitions. Except as otherwise expressly provided in this Memorandum, any capitalized words shall have the meaning ascribed to them in the Agreement.

3. Easements. Village hereby grants to Licensee the non-exclusive easements over the Property, set forth below and in Exhibit B, upon the terms and conditions more particularly described in the Agreement. All of the easements set forth on Exhibit B shall automatically terminate and be of no further force or effect upon expiration of the Term or cancellation or termination of the Agreement.

a. Access Easement. A non-exclusive easement for vehicular and pedestrian ingress and egress over and across the Property by Licensee, its contractors, subcontractors, guests and other invitees, as shown and described on Exhibit B.

b. Utility Easements. A non-exclusive easement for utility service lines under and across the Property as shown and described on Exhibit B.

4. Purpose of Memorandum of Ground Lease. This Memorandum is prepared for the purpose of recordation and to reflect the above-described covenants, and it in no way modifies, extends or expands the provisions of the Agreement. In the event of a conflict between the terms and provisions of this Memorandum and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control.

5. Replacement & Termination of Original Memorandum. This Memorandum replaces the Original Memorandum in its entirety. The Original Memorandum, along with any utility and ingress/egress easements depicted or described in the Original Memorandum, are terminated and of no further force or effect by virtue of this Memorandum.

6. Agreement Controlling. This Memorandum is only a summary of certain of the terms and conditions contained in the Agreement, as the same may be further amended, and is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Agreement, all of which are hereby incorporated herein by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Agreement shall, in all events, control the relationship between Village and Licensee with respect to the subject matter contained therein.

7. Purpose; No Modification. This Memorandum is solely for recording purposes and shall not be construed to alter, modify or supplement the Agreement of which this is a Memorandum.

8. Not a Conveyance. The Agreement is a lease of less than ninety-nine (99) years and not a conveyance.

[SIGNATURES & EXHIBIT TO APPEAR ON FOLLOWING PAGES]

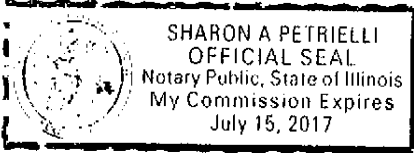
UNOFFICIAL COPY

LESSEE:
CHICAGO SMSA LIMITED PARTNERSHIP
d/b/a Verizon Wireless
By: Cellco Partnership, Its General Partner

Larry W. Rick 8/2/16
By: Larry Rick
Its: Director Engineering-Network

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 2nd day of August, 2016, the above named LARRY W. RICK, the Director Engineering Network of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, and acknowledged that he executed the foregoing instrument as such officer as the deed of such entity, by his authority.



Sharon A. Petrielli
* SHARON A. PETRIELLI
Notary Public, State of ILLINOIS
My commission (is)(expires) July 15, 2017

LESSOR:
VILLAGE OF DOWNERS GROVE

Martin T. Tully
By: Martin T. Tully
Its: Mayor

ATTEST:

By: April Holden
April Holden, Village Clerk

Date: 9/13/16

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

Personally came before me this 13 day of SEPTEMBER, 2016, the above named Martin T. Tully, the Mayor of Village of Downers Grove, and acknowledged that he executed the foregoing instrument as such officer as the deed of such entity, by his authority.



Daisy Cabrera
* DAISY CARRERA
Notary Public, State of ILLINOIS
My commission (is)(expires) 3/6/2018

UNOFFICIAL COPY

EXHIBIT A

Description of the Real Property

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SAID SOUTHWEST QUARTER OF SECTION 32; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE SAID SOUTHWEST QUARTER OF SECTION 32, A DISTANCE OF 1350.37 FEET; THENCE NORTH 62 DEGREES, 04 MINUTES, 22 SECONDS EAST, A DISTANCE OF 56.56 FEET, TO THE EAST RIGHT OF WAY LINE OF HIGHLAND AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 01 MINUTES, 07 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 53 SECONDS EAST, A DISTANCE OF 205.00 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 07 SECONDS WEST, A DISTANCE OF 168.58 FEET, TO THE SOUTHERLY LINE OF THE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON EVANGELICAL HOSPITAL ASSOCIATION ASSESSMENT PLAT NO. 2, RECORDED IN THE DUPAGE COUNTY RECORDER'S OFFICE ON NOVEMBER 23, 1977, AS DOCUMENT NUMBER R77-108464; THENCE SOUTH 62 DEGREES, 04 MINUTES, 22 SECONDS WEST, ALONG THE SOUTHERLY RIGHT OF WAY AND SAID EASEMENT, A DISTANCE OF 231.98 FEET, TO THE POINT OF BEGINNING. ALSO KNOWN AS LOT 1 IN VILLAGE OF DOWNERS GROVE WATER UTILITY ASSESSMENT PLAT, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1989 AS DOCUMENT NUMBER R89-22988, IN DUPAGE COUNTY, ILLINOIS.

UNOFFICIAL COPY

EXHIBIT B

Descriptions of Premises & Easements

Licensee Lease Area for Generator:

All that part of Lot 1 in Village of Downers Grove Water Utility Assessment Plat, being part of the Southwest 1/4 of Section 32, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded March 1, 1989 as Document Number R89-22988, in DuPage County, Illinois., described as; Commencing at the Southwest corner of said Lot 1; thence North 86°54'59" East 204.31 feet along the south line of said Lot 1 to a point 0.69 feet South 86°54'59" West from the Southeast corner of said Lot 1; thence North 03°05'01" West 71.49 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 87°04'15" West 11.50 feet; thence North 02°55'45" West 15.00 feet; thence North 87°04'15" East 11.50 feet; thence South 02°55'45" East 15.00 feet to the place of beginning of this description. Containing 173 square feet more or less.

Licensee Utility Easement:

All that part of Lot 1 in Village of Downers Grove Water Utility Assessment Plat, being part of the Southwest 1/4 of Section 32, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded March 1, 1989 as Document Number R89-22988, in DuPage County, Illinois., described as; BEGINNING at the Southwest corner of said Lot 1; thence North 03°05'01" West 6.00 feet along the west line of said Lot 1 also known as the east line of Highland Avenue (100.00 feet); thence North 86°54'59" East 189.16 feet; thence North 00°01'47" West 41.77 feet; thence South 70°21'30" West 9.25 feet; thence North 27°17'54" West 9.03 feet; thence South 62°42'06" West 13.52 feet; thence North 28°00'03" West 3.10 feet; thence North 61°59'57" East 7.50 feet; thence North 28°00'03" West 13.37 feet; thence North 66°10'19" East 17.04 feet; thence North 50°24'14" West 44.24 feet; thence North 39°35'46" East 6.00 feet; thence South 50°24'14" East 50.24 feet; thence South 73°47'23" East 2.17 feet; thence North 87°04'15" East 9.16 feet; thence South 21°45'29" West 8.94 feet; thence South 00°01'47" East 63.47 feet; thence South 86°54'59" West 194.84 feet to the place of beginning of this description. Containing 2,366 square feet more or less.

Licensee Access & Utility Easement:

All that part of Lot 1 in Village of Downers Grove Water Utility Assessment Plat, being part of the Southwest 1/4 of Section 32, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded March 1, 1989 as Document Number R89-22988, in DuPage County, Illinois., described as; Commencing at the Southwest corner of said Lot 1; thence North 03°05'01" West 38.50 feet along the west line of said Lot 1 also known as the east line of Highland Avenue (100.00 feet) TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence continuing North 03°05'01" West 12.00 feet along said east line of Highland Avenue; thence North 86°20'30" East 106.09 feet; thence North 36°57'56" East 29.97 feet; thence North 43°33'39" East 9.83 feet; thence North 54°37'10" East 15.33 feet; thence North 82°49'08" East 11.80 feet; thence North 88°24'52" East 35.62 feet; thence South 02°55'45" East 20.01 feet; thence South 88°24'52" West 35.11 feet; thence South 82°49'08" West 5.80 feet; thence South 54°37'10" West 8.37 feet; thence South 43°33'39" West 6.75 feet; thence South 36°57'56" West 11.66 feet; thence South 02°17'57" East 4.00 feet; thence North 86°20'30" East 25.15 feet; thence North 28°00'03" West 12.57 feet; thence North 61°59'57" East 8.00 feet; thence South 28°00'03" East 16.63 feet; thence North 62°42'06" East 13.52 feet; thence South 27°17'54" East 4.20 feet; thence South 62°42'06" West 22.88 feet; thence South 86°20'30" West 159.68 feet to the place of beginning of this description. Containing 3,729 square feet more or less.