



1628715107

**Prepared by:**

Reid Neuman  
MasTec Network Solutions, LLC  
1351 East Irving Park Road  
Itasca, IL 60143

Doc# 1628715107 Fee \$46.00

RHSP Fee:\$9.00RPRF Fee \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds

Date: 10/13/2016 03:49 PM Pg: 1 of 5

**Return to:**

MasTec Network Solutions, LLC  
1351 East Irving Park Road  
Itasca, IL 60143

Re: Cell Site #: IL1299; Cell Site Name: 1936 N Clark  
Fixed Asset #: 10095280  
State: Illinois  
County: Cook

**MEMORANDUM OF LICENSE**

THIS FIRST AMENDMENT TO MEMORANDUM OF LICENSE is entered into on this 29 day of July, 2016, by and between B&A Associates, LLC as managing agent for WABBB Clark, L.L.C., a Colorado limited liability company (titleholder), having a mailing address of 1305 Wiley Road, suite 104, Schaumburg, IL 60067 ("Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("Licensee").

1. Licensor and Licensee entered into a certain Option and License Agreement ("Agreement") on the 4th day of April, 1996, as amended by that certain First Amendment to License Agreement dated February 3, 2005 ("First Amendment"), as further amended by the Second Amendment to License Agreement dated July 29, 2016, for the purpose of installing, operating and maintaining a communications facility and other improvements.

2. In addition to the Extension Terms presently set forth in the Agreement, the Agreement will automatically renew for Three (3) separate consecutive additional periods of Five (5) years each upon the same terms and conditions of the Agreement, unless Licensee notifies Licensor in writing of Licensee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing term.

3. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

1628715107  
10/13/2016  
YARBROUGH  
KAREN A.


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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

**“LICENSOR”**

WABBB Clark, LLC


A Colorado limited liability company

By:   
 Name: Paul Barry  
 Title: Manager  
 Date: 7/29, 2016

**“LICENSEE”**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By:   
 Name: MIKE BURGHART  
 Title: PROFESSIONAL TECH PROJECT  
 Date: 7-26, 2016 MGR

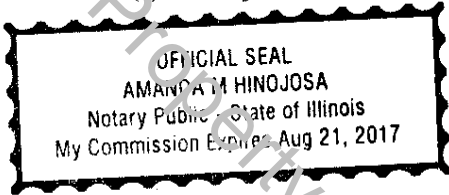
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## LICENSEE ACKNOWLEDGEMENT

STATE OF Illinois  
COUNTY OF Cook ) ss:

On the 26 day of July in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Mike Burghart, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Amanda M. Hinojosa  
Notary Public: Amanda M. Hinojosa  
My Commission Expires: 8/21/17

## LICENSOR ACKNOWLEDGEMENT

### INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Illinois  
COUNTY OF Cook ) ss:

BE IT REMEMBERED, that on this 26 day of July, 2016 before me, the subscriber, a person authorized to take oaths in the State of Illinois, personally appeared Paul Barry who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/they the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.



Sharon H. Pankey  
Notary Public: Sharon H. Pankey  
My Commission Expires: 7/28/18

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## PARTNERSHIP (consisting of corporations) ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 2016, \_\_\_\_\_ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

(a) this/these person(s) signed, sealed and delivered the attached document as \_\_\_\_\_ [title] of \_\_\_\_\_ [name of corporation] a corporation of the State of \_\_\_\_\_, which is a general partner of the partnership named in this document;

(b) the proper corporate seal of said corporate general partner was affixed; and

(c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 2016, \_\_\_\_\_ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page \_\_\_\_ of \_\_\_\_

to the Memorandum of License dated \_\_\_\_\_, 20\_\_\_\_, by and between B&A Associates, LLC as managing agent for WABBB Clark, L.L.C., a Colorado limited liability company (titleholder), as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Property is legally described as follows:

1936 North Clark, Chicago IL 60614

PIN: 14-33-404-001-000

**PARCEL 1:**

**Lots 10, 11 and 12 in Schardin's Subdivision of Block 37 in Canal Trustee Subdivision of the North 1/2 and the North 1/2 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.**

**PARCEL 2:**

**Lot 1 in the Subdivision of Lots 13 to 23 inclusive in Schardin's Subdivision of Block 37 aforesaid, in Cook County, Illinois.**

**PARCEL 3:**

**Lots 1,2,3 and 4 (except the South 16 feet of said Lot 4 dedicated for alley) in Subdivision of Lots 29 to 34, both inclusive in Schardin's subdivision of Block 37 aforesaid in Cook County.**

**PARCEL 4:**

**All of the East and West 16 foot public alley and all that part of the Northerly and Southerly 16 foot public alley lying South of Lot 8 and Westerly of Lots 10 to 13 inclusive of Subdivision of Block 37 in Canal Trustee Subdivision of the North 1/2 and the North 1/2 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, lying North of Lot 1 and Easterly of Lots 1 to 4 inclusive lying North of a line 16 feet North of and parallel to the South line of said Lot 4 produced East 17 feet more or less, in the Subdivision of Lots 29 to 34 inclusive in Subdivision of Block 37 in Canal Trustee Subdivision aforementioned, as shown on the plat attached to the ordinance vacating said alley passed by the City Council of the City of Chicago on March 31, 1923, in Cook County, Illinois.**

**PARCEL 5:**

**Lot 5 (except that part taken for Ogden Avenue) and Lots 6, 7, 8 and 9 in Block 37 of Canal Trustee Subdivision of the North 1/2 and the North 1/2 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**