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Doc# 1629239164 Fee \$60.00

RHSP Fee:\$9.00RPRF Fee \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 10/18/2016 04:16 PM Pg: 1 of 12

Prepared by and Upon Recording, Return to:

Sittig Cortese LLC  
Joseph A. Cortese, Esquire  
437 Grant Street  
Suite 1500  
Pittsburgh, PA 15219

STATE OF ILLINOIS

COUNTY OF COOK

Y  
12  
N  
N  
Y  
Y  
JT 98

## MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT

This Memorandum of Building and Rooftop Lease Agreement is dated this 21<sup>st</sup> day of July, 2016, (date of first signature) and made effective this 22<sup>nd</sup> day of August, 2016 (date of last signature) between 515 Main Condominium, with a mailing address of 2737 Central Street, Evanston, Illinois 60201, hereinafter collectively referred to as "LESSOR", and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

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1. LESSOR and LESSEE entered into a Building and Rooftop Lease Agreement (the "Agreement") on August 22, 2016 for an initial term of five (5) years, commencing on the Commencement Date. The Building and Rooftop Lease Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
  
2. LESSOR hereby leases certain space on the roof (the "Rooftop Space") of the building (the "Building") located in the City of Evanston, County of Cook, State of Illinois as shown on the Tax Map of the County of Cook as a portion of Tax Parcel No. 11-19-220-007, 11-19-220-008, 11-19-220-009 and 11-19-220-010, and being part of the real property further described in Deed Document No. 0010977565, as recorded in the Office of the Register of Deeds for Cook County, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), the underlying real property of which is legally described in Exhibit A attached hereto and made a part hereof (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennae (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running from the Rooftop Space to the Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's rooftop communications facility. The Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit B attached hereto and made a part hereof. In the event there are not sufficient electric and telephone utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its rooftop communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.
  
3. The Commencement Date of the Agreement, of which this is a Memorandum, is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of the month, the Agreement shall commence on the first (1<sup>st</sup>) of that month and if the date installation commences falls between the sixteenth (16<sup>th</sup>) and last day of the

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month; then the Agreement shall commence on the first (1<sup>st</sup>) day of the following month.

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

## LESSOR:

515 Main Condominium

By: Patrice Malouin  
 Name: PATRICE MALOIN  
 Its: PRESIDENT  
 Date: 7-21-16

## LESSEE:

Chicago SMSA Limited Partnership  
 d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

By: Jacques Vallier  
 Executive Director Network

Date: 8-22-16

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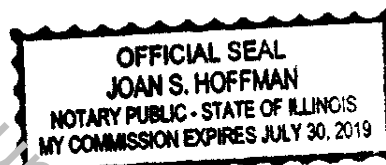
## ACKNOWLEDGEMENT

I, JOAN S. HOFFMAN Notary Public for said County and State, do hereby certify that PATRICK MURPHY personally came before me this day and acknowledged that s/he is the Board President of 515 Main Condominium and being authorized to do so, executed the foregoing **MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT** on behalf of 515 Main Condominium Association.

WITNESS my hand and official Notarial Seal, this 21<sup>st</sup> day of JULY, 2016.

Joan S. Hoffman  
Notary Public

My Commission Expires:

7-30-19

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COUNTY OF COOK

## ACKNOWLEDGEMENT

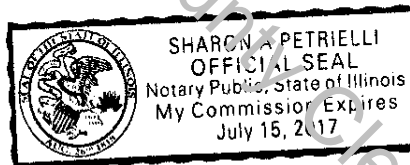
I, SHARON A. PETRIELLI, a Notary Public for said County and State, do hereby certify that JACQUE VALLIER personally came before me this day and acknowledged that he is the <sup>EXECUTIVE</sup> Director Network Field Engineering of Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, By: Cellco Partnership, Its General Partner, and that he, as Director Network Field Engineering, being authorized to do so, executed the foregoing **MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT** on behalf of Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, By: Cellco Partnership, Its General Partner

WITNESS my hand and official Notarial Seal, this 22<sup>nd</sup> day of August, 2016.

Sharon A. Petrielli  
Notary Public

My Commission Expires:

July 15, 2017



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## EXHIBIT A

**COOK COUNTY  
RECORDER OF DEEDS**

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

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ORDER #: 11383848

## EXHIBIT A

ALL THAT PARCEL OF LAND IN COOK COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 0010977565, ID# 11-19-220-007, 11-19-220-008, 11-19-220-009 AND 11-19-220-010 BEING KNOWN AND DESIGNATED AS METES AND BOUNDS PROPERTY.

LOTS 1, 2 AND 3 IN BLOCK 2 IN GIBBS, LADD AND GEORGE'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM CHICAGO AND MAIN L.L.C. TO GREATBANK BY DEED DATED 10/18/2001 AND RECORDED 10/19/2001 IN DEED DOC # 0010977565, COUNTY OF COOK, STATE OF ILLINOIS.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM CHICAGO AND MAIN, L.L.C. TO WAYNE HUMMER TRUST COMPANY U/T/N LFT 1722 DATED SEPTEMBER 17, 2002 BY DEED DATED 09/27/2002 AND RECORDED 09/27/2002 IN DEED DOC # 0021062882, COUNTY OF COOK, STATE OF ILLINOIS.

Property address:

515 Main Street  
Evanston, IL 60202

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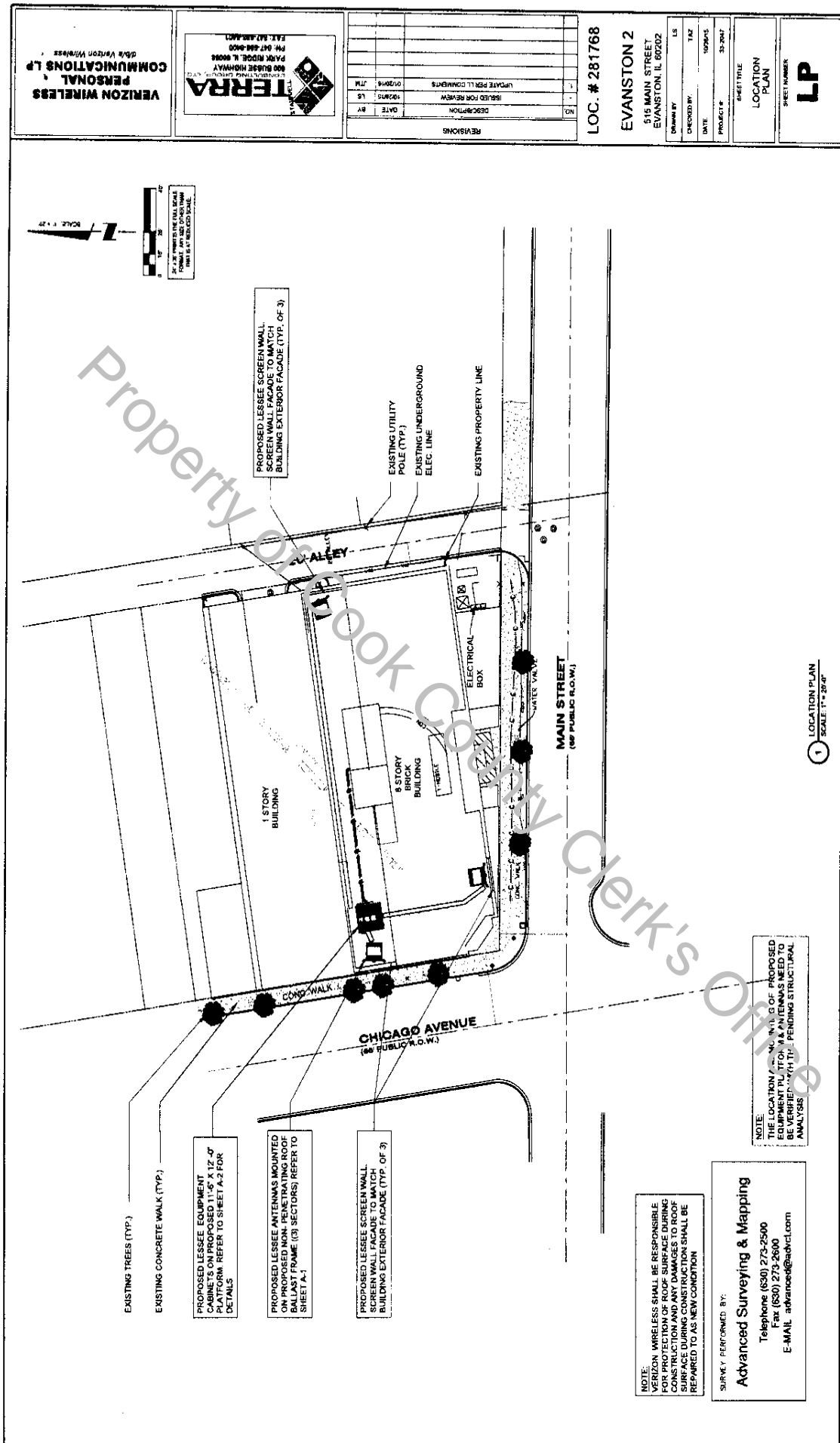
## EXHIBIT B

**COOK COUNTY  
RECORDER OF DEEDS**

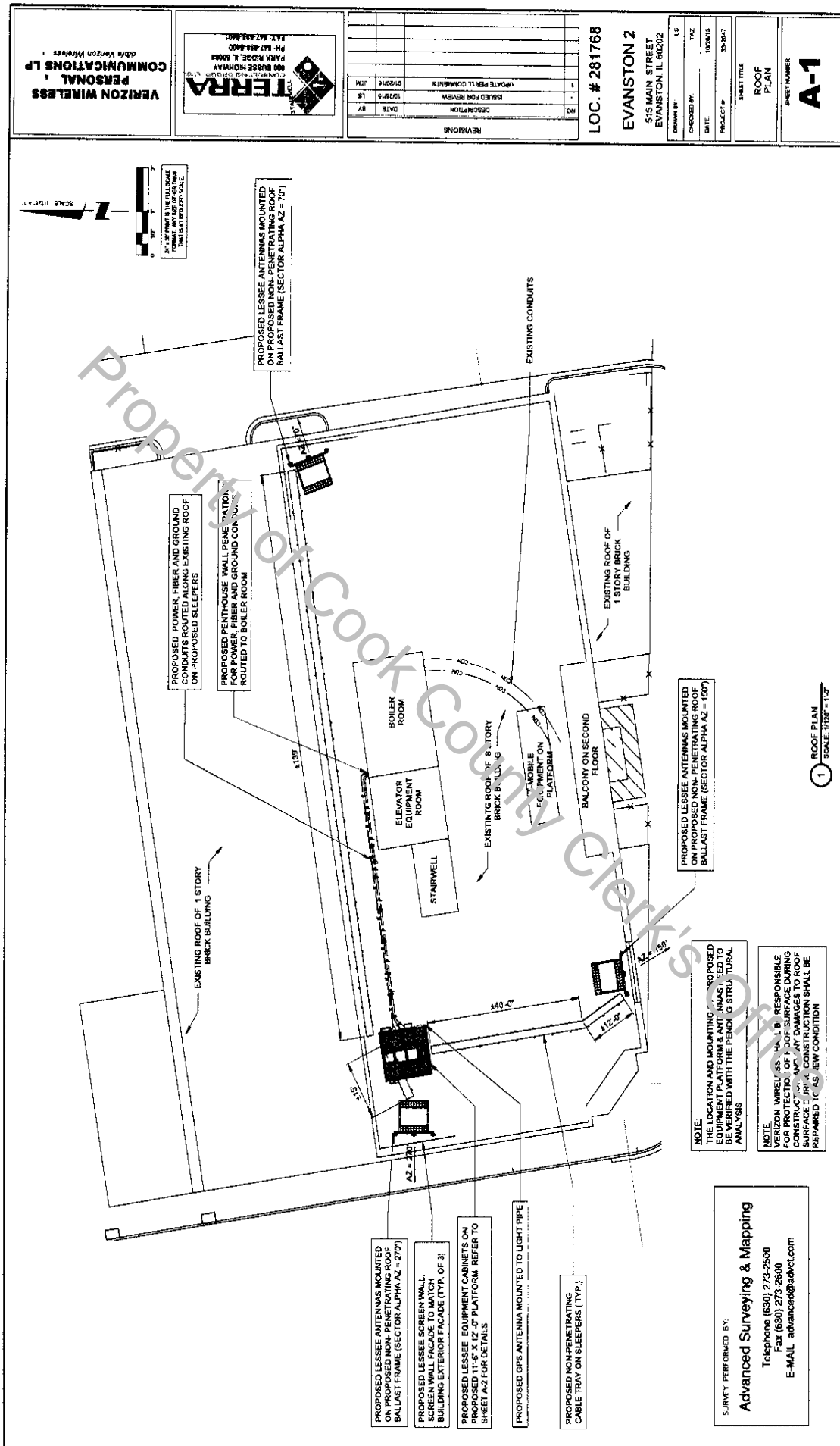
Property of Cook County Clerk's Office

**COOK COUNTY ·  
RECORDER OF DEEDS**

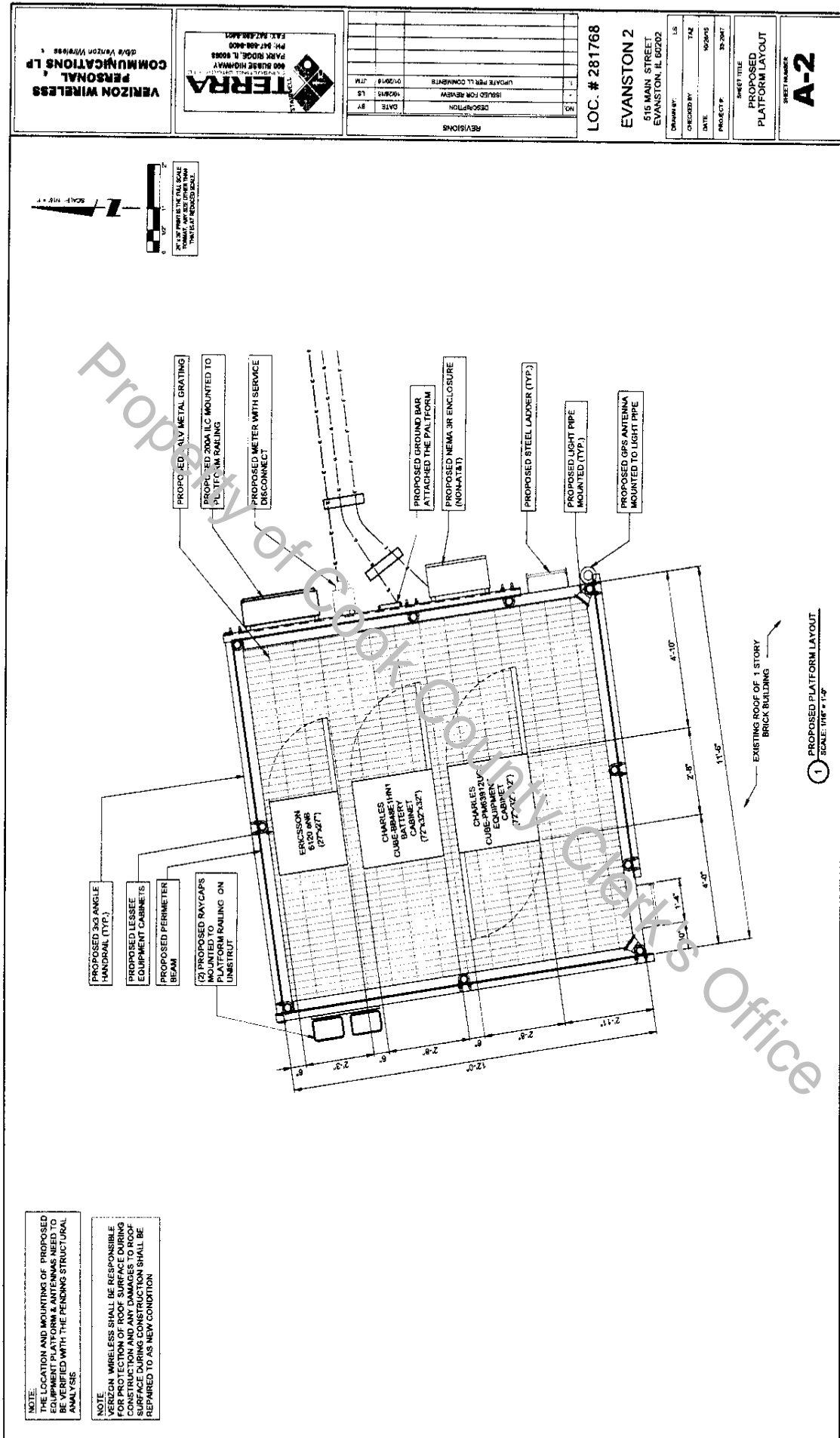
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