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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/14/2016 09:56 AM Pg: 1 of 6

THIS DOCUMENT PREPARED BY:

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

AFTER RECORDING RETURN TO:

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

MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

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

This MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT (this "Memorandum") is made this 7 day of November, 2016, by and between CHICAGO TITLE LAND TRUST COMPANY, AN ILLINOIS CORPORATION, SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, FORMERLY KNOWN AS LASALLE NATIONAL BANK, SUCCESSOR TRUSTEE TO COLUMBIA NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1982, KNOWN AS TRUST NUMBER 01-1626/1626 ("Landlord"), having a mailing address of John Papahronis, Big Top Real Estate, 6348 W. Higgins Avenue, Chicago, Illinois 60630, and NCWPCS MPL 32 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Tenant"), whose mailing address is Legal Department, Attn: Network Legal, Re: Fixed Asset No. 10074631, 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 - Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and Tenant are the current parties under that certain Option and Lease Agreement dated as of July 18, 2002, with a commencement date of June 10, 2003, originally by and between AT&T Wireless PCS, LLC, a Delaware limited liability company ("AT&T Wireless"), as tenant, and LaSalle Bank National Association, as Successor Trustee to Columbia National Bank of Chicago not personally, but as Trustee under Trust Agreement dated 11/30/82 and known as Trust No. 1626 ("LaSalle"), as landlord (the "Lease");

WHEREAS, the Lease was amended by that certain First Amendment to Option and Lease Agreement dated as of December 30, 2003;

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

WHEREAS, Landlord is the successor in title to LaSalle;

WHEREAS, the parties have modified the terms of the Lease by that certain Second Amendment to Option and Lease Agreement 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 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 June 10, 2003, with ten (10) extension terms of five (5) years each. The term of the Amended Lease, including all extension terms, if exercised, will expire on June 30, 2058.
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 Lease Agreement.
7. The Amended Lease provides Tenant with an irrevocable option to lease up to a maximum of four hundred fifty (450) square feet of Landlord's Property adjacent to the Leased Premises, upon the terms and conditions more particularly set forth in the Second Amendment to Option and Lease Agreement.

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8. 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.
9. 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]

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

LANDLORD:

CHICAGO TITLE LAND TRUST COMPANY, AN ILLINOIS CORPORATION, SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, FORMERLY KNOWN AS LASALLE NATIONAL BANK, SUCCESSOR TRUSTEE TO COLUMBIA NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1982, KNOWN AS TRUST NUMBER 01-1626/1626

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

By: [Signature]
Name: JOSEPH SOCHACKI
Title: TRUST OFFICER
Date: October 28, 2016

and not personally

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this, the 28 day of October, 2016, before me, the undersigned Notary Public, personally appeared JOSEPH F. SOCHACKI, who acknowledged him/herself to be the Trust Officer of CHICAGO TITLE LAND TRUST COMPANY, AN ILLINOIS CORPORATION, SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, FORMERLY KNOWN AS LASALLE NATIONAL BANK, SUCCESSOR TRUSTEE TO COLUMBIA NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1982, KNOWN AS TRUST NUMBER 01-1626/1626, and that he/she, being authorized to do so, executed the foregoing Memorandum of Second Amendment to Option and Lease Agreement for the purposes therein contained.

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

[Signature]
Notary Public, State of Illinois, County of Cook
Acting in the County of Cook
My Commission Expires:



[SEAL]

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TENANT:

NCWPCS MPL 32 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company

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

By: *Matthew Norwood*

Name: Matthew Norwood
Real Estate Transaction Manager

Title: _____

Date: 11/07/16

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ACKNOWLEDGEMENT

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

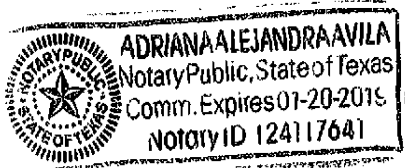
On this, the 7 day of November, 2016, before me Adriana Alejandra Avila Notary Public, the undersigned officer, personally appeared Matthew Norwood, who acknowledged him/herself to be the Real Estate Transaction Manager of CCATT LLC, a Delaware limited liability company, the Attorney-in-Fact for NCWPCS MPL 32 – 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 Lease Agreement for the purposes therein contained.

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

Adriana Alejandra Avila

Notary Public, State of Texas, County of Harris
My Commission Expires: 1/20/19

[SEAL]



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EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

Lots 202, 203, 204, and 205 in Angeline Dyniewicz Park Boulevard Addition being a subdivision of the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, situated in the County of Cook and State of Illinois.

Tax Parcel Identification Number: 13-08-123-025; 13-08-123-026; 13-08-123-027

Common Address: 6348 W. Higgins Avenue, Chicago, Illinois 60630

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A-1

Site: BIG TOP RESTAURANT
BUN: 843173 / FA: 10074631
4830-7945-2468.2
101460002608