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THIS DOCUMENT PREPARED BY:

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Bloomfield Hills, Michigan 48304

Doc#: 1631918028 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/14/2016 10:09 AM Pg: 1 of 6

AFTER RECORDING RETURN TO:

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

## MEMORANDUM OF FIRST AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

This Memorandum of First Amendment to Option and Site Lease Agreement (this "Memorandum") is made this 31 day of October, 2016, by and between 1907 CLYDE AVENUE LLC, an Illinois limited liability company ("Landlord"), whose address is 1230 N. Kostner Ave., Chicago, Illinois 60651, 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. 10074402, 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 January 15, 1996, with a commencement date of April 1, 1996, originally by and between AT&T Wireless PCS, Inc., a Delaware corporation ("AT&T"), as tenant, and Charles J. Eich, beneficiary with authority and direction to lease under South Holland Trust & Savings Bank, Trust No. 1702, dated May 31, 1972 ("Eich"), as landlord (the "Lease");

**WHEREAS**, Landlord is the successor in title to Eich pursuant to that certain Warranty Deed recorded on March 26, 2010 as Document Number 1008522012 with the Cook County Recorder of Deeds;

**WHEREAS**, Tenant is the successor in interest to AT&T pursuant to that certain AT&T Internal Transfers Agreement dated December 16, 2013;

**WHEREAS**, the parties have amended the terms of the Lease by that certain First Amendment to Option and Site Lease Agreement dated the same date as this Memorandum (the "First Amendment"), by and between Landlord and Tenant, and Tenant wishes 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

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of this Memorandum with the Cook County Recorder of Deeds at Tenant's sole cost and expense; and

**WHEREAS**, the Amended Lease pertains to certain real property leased to Tenant, together with rights of access and utilities, all as depicted in Exhibit B to the Lease, a copy of which is attached hereto as **Exhibit "B"** and incorporated by this reference (the "Leased Premises"), located on a portion of Landlord's property that is described in **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. The terms and provisions of the Amended Lease are hereby restated and incorporated herein by this reference.
3. The term of the Amended Lease commenced on April 1, 1996, and the current five (5) year additional term (an "Additional Term") will expire on April 30, 2021. The First Amendment provides for an additional five (5) Additional Terms of five (5) years each, so that following the expiration of the current Additional Term on April 30, 2021, Tenant shall have a total of five (5) Additional Terms of five (5) years each. The term of the Amended Lease shall continue to automatically renew for each successive Additional Term, unless Tenant gives Landlord written notice during any Additional Term stating that Tenant will not extend further. The term of the Amended Lease, including all Additional Terms, if exercised, will expire on April 30, 2046.
4. The Amended Lease pertains to the Leased Premises, which is located on Landlord's Property.
5. 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.
6. 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:**

1907 CLYDE AVENUE LLC,  
an Illinois limited liability company

By: Jeffrey M. Finucane  
Name: Jeffrey M. Finucane  
Its: Manager  
Date: 10/31/2016

Property of Cook County Clerk's Office

**ACKNOWLEDGEMENT**

STATE OF Illinois  
COUNTY OF COOK

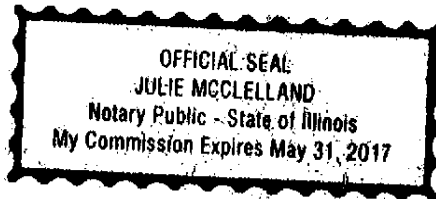
On this, the 31<sup>st</sup> day of October, 2016, before me, the undersigned Notary Public, personally appeared Jeffrey M. Finucane, who acknowledged him/herself to be the manager of 1907 Clyde Avenue LLC, an Illinois limited liability company, and that he/she, being authorized to do so, executed the foregoing Memorandum of First Amendment to Option and Site Lease Agreement for the purposes therein contained.

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

Julie McClelland

Notary Public, State of Illinois, County of COOK  
Acting in the County of COOK  
My Commission Expires:

May 31, 2017



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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: *Matthew Norwood*

Name: Matthew Norwood  
Real Estate Transaction Manager

Title: \_\_\_\_\_

Date: 10/19/16

Property of Cook County Clerk's Office

### ACKNOWLEDGEMENT

STATE OF TEXAS

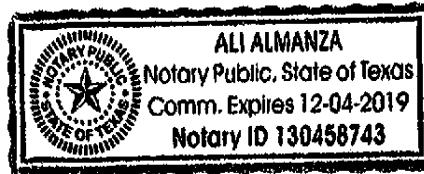
COUNTY OF HARRIS

On this, the 19 day of October, 2016, before me, the undersigned Notary Public, personally appeared Matthew Norwood, who acknowledged him/herself to be the R.E.T. Mgr. 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 First Amendment to Option and Site Lease Agreement for the purposes therein contained.

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

*Ali Almanza*

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



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## EXHIBIT "A"

### LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

Land situated in Cook County, Illinois, described as follows:

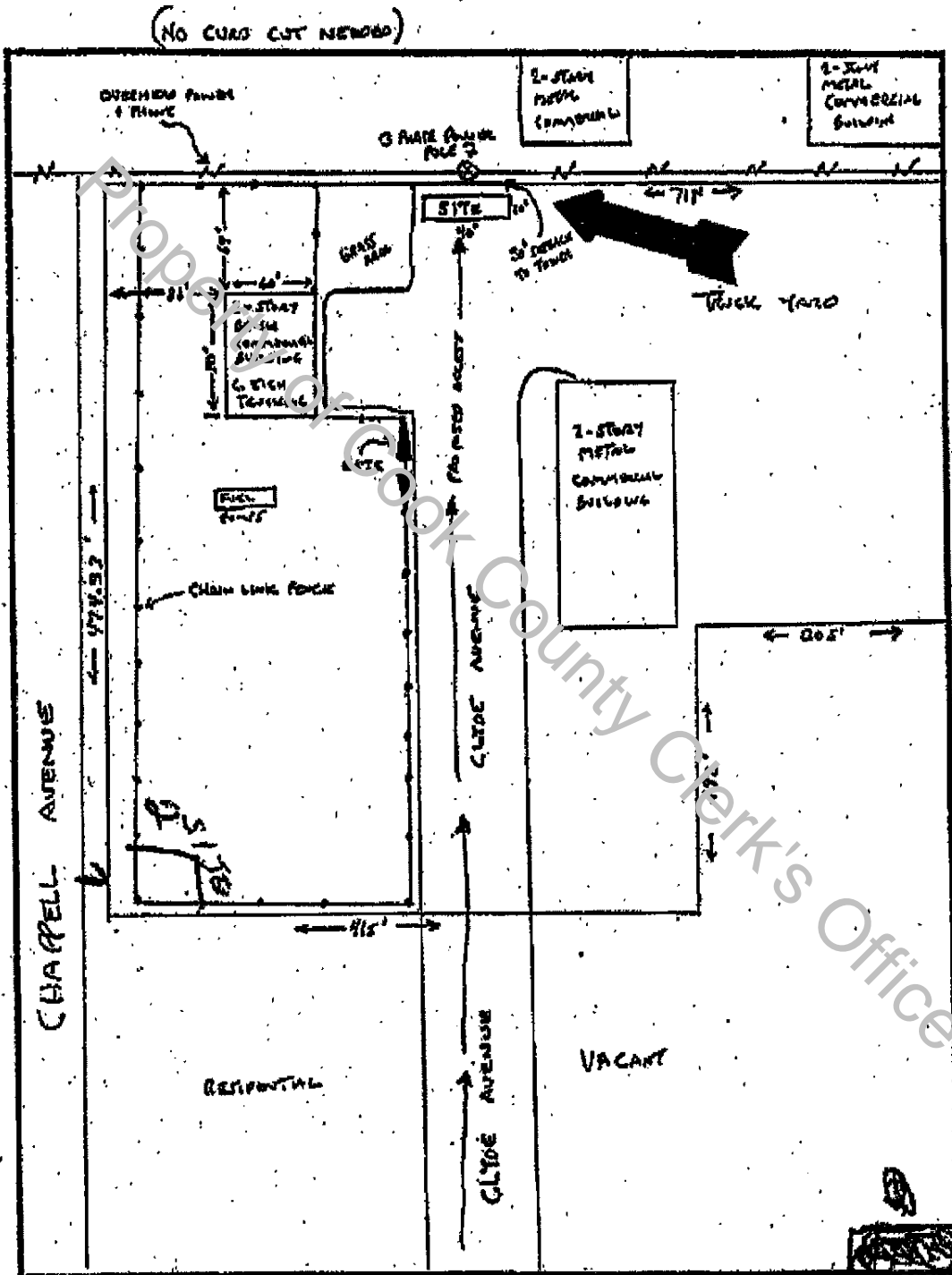
That part of Lot 10 bounded and described as follows: Beginning at the Southwest corner of said Lot 10; thence North on the West line of said Lot 10 a distance of 474.33 feet to the Northwest corner of said Lot 10; thence East on the North line of said Lot 10 a distance of 250.32 feet to a point; thence Southeasterly on a straight line a distance of 474.77 feet to a point on the South line of said Lot 10, said point being 256.72 feet East of the Southwest corner of said Lot 10; thence West on the South line of said Lot 10 a distance of 256.72 feet to the point of beginning, said Lot 10 being in the Subdivision of the North 50 Acres of the West 1/2 of the Southeast 1/4 and the East 1/2 of the South west 1/4 of Section 25, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded April 19, 1892 as Document 1647103.

Tax Parcel Identification Number. 29-25-301-061-0000

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## EXHIBIT "B"

### DEPICTION OF LEASED PREMISES



B-1

Site: AWE - C. EICH TRUCKING  
 BUN: 843114 / FA: 10074402  
 4839-6143-1611.1101460002326