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THIS DOCUMENT PREPARED BY:

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Doc#: 1707657127 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/17/2017 10:06 AM Pg: 1 of 5

AFTER RECORDING RETURN TO:

Crown Castle
1220 Augusta Drive, Suite 500
Houston, TX 77057

MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE AGREEMENT

NOT A TRANSFER

This Memorandum of First Amendment to Ground Lease Agreement (this "Memorandum") is made this 6 day of MARCH, 2017, by and between **HO-CHUNK NATION**, a federally recognized Indian Tribe acting by and through its Legislature ("Landlord"), having a mailing address of P.O. Box 667, Black River Falls, Wisconsin 54615, and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company ("Tenant"), whose mailing address is c/o Crown Castle USA Inc., General Counsel, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and Tenant are the current parties under that certain Ground Lease Agreement dated January 12, 1993, with a commencement date of January 1, 1993, originally by and between Chicago SMSA Limited Partnership, an Illinois limited partnership ("SMSA"), as tenant, and Paul A. Zlamal ("Zlamal"), as landlord, a memorandum of which was recorded on January 19, 1993 as Document Number 93045773 and re-recorded on January 12, 1996 as Document Number 96034393 with the Cook County Recorder of Deeds (the "Lease");

WHEREAS, the Lease was assigned by SMSA to Tenant pursuant to that certain Assignment and Assumption Agreement made effective and entered into as of December 1, 2000 and recorded on April 18, 2001 as Document Number 0010315170 with the Cook County Recorder of Deeds;

WHEREAS, Landlord is the successor in title to Zlamal;

WHEREAS, the parties have modified the terms of the Lease by that certain First Amendment to Ground 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

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certain rights and interests thereunder through the recording of this Memorandum with the Cook County Recorder of Deeds; and

WHEREAS, the Amended Lease pertains to certain real property leased to Tenant (the "Leased Premises") together with access and utility easements granted to Tenant more particularly described in the Amended Lease, 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, the 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 January 1, 1993, with ten (10) extension terms of five (5) years each. The term of the Amended Lease, including all extension terms, if exercised, will terminate on December 31, 2047.
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 First Amendment to Ground Lease Agreement.
7. The Amended Lease amends Paragraph 20.1(a) of the Lease to reflect that Tenant must provide thirty (30) days' written notice and payment of twelve (12) months' rental.
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.

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

LANDLORD:

HO-CHUNK NATION,
a federally recognized Indian Tribe acting by and through its Legislature

By: 

Name: Darren Brinegar

Title: Vice President, Ho-Chunk Nation

Date: 3-6-17

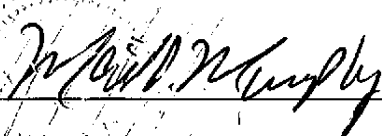
Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

On this, the 6th day of March, 2017, before me, the undersigned Notary Public, personally appeared Darren Brinegar, who acknowledged him/herself to be the Vice President of Ho-Chunk Nation, a federally recognized Indian Tribe acting by and through its Legislature and that he/she, being authorized to do so, executed the foregoing Memorandum of First Amendment to Ground Lease Agreement for the purposes therein contained.

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



Notary Public, State of WISCONSIN, County of DANE
Acting in the County of DANE
My Commission Expires: permanent

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TENANT:

CROWN CASTLE GT COMPANY LLC,
a Delaware limited liability company

By: 

Name: Matthew Norwood
Real Estate Transaction Manager

Title: _____

Date: 02/15/17

Property of County Clerk's Office


ACKNOWLEDGEMENT

STATE OF TEXAS

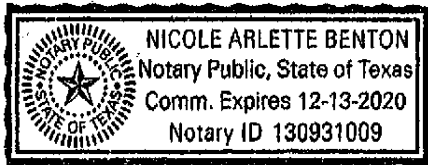
COUNTY OF HARRIS

On this, the 15 day of February, 2017, before me, the undersigned Notary Public, personally appeared Matthew Norwood, who acknowledged him/herself to be the Real Estate Transaction Mgr. of Crown Castle GT Company LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Memorandum of First Amendment to Ground Lease Agreement for the purposes therein contained.

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



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



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EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF GLENWOOD-DYER ROAD, SAID POINT BEING 16.50 FEET EAST OF, AS MEASURED AT RIGHT ANGLES THERETO, THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF GLENWOOD-DYER ROAD A DISTANCE OF 245.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT: THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHERLY LINE OF GLENWOOD-DYER ROAD, A DISTANCE OF 266.77 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF NUDI'S SUBDIVISION, SAID SUBDIVISION BEING RECORDED JANUARY 27, 1958 AS DOCUMENT 17119335; THENCE NORTH ALONG THE WEST LINE OF SAID NUDI'S SUBDIVISION A DISTANCE OF 117.94 FEET TO THE NORTHWEST CORNER OF SAID NUDI'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID NUDI'S SUBDIVISION A DISTANCE OF 47.56 FEET TO A POINT; THENCE NORTH ON A LINE PARALLEL WITH THE AFORESAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 887.06 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, THENCE WEST ALONG THE NORTH LINE AFORESAID, A DISTANCE OF 280.95 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 872.79 FEET MORE OR LESS TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Tax Parcel Identification Numbers: 32-12-301-034-0000 and 32-12-301-035-0000

Common Address: 1840 Glenwood Dyer Road, Chicago Heights, Illinois 60411

A-1

Site: Lynwood
BUN: 817177
4811-1184-7466.3
101460001293