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Doc#: 1713747067 Fee: \$64.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/17/2017 09:59 AM Pg: 1 of 9

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Sheri S. Mason, Esq.
ATC Site No: 303574
ATC Site Name: Mount Prospect

Recording Cover Page

This page is added for the purpose of affixing Recording Information.

Pursuant to the following exemption code, this Memorandum of Ingress, Egress, and Limited Utility Easement Agreement is exempt from filing the PTAX 203 Form:

35 ILCS 200/31-45

“(E) Deeds or trust documents where the actual consideration is less than \$100.”

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Prepared by and Return to:

American Tower
 10 Presidential Way
 Woburn, MA 01801
 Attn: Land Management/Sheri S. Mason, Esq.
 ATC Site No: 303874
 ATC Site Name: Mount Prospect

MEMORANDUM OF INGRESS, EGRESS, AND LIMITED UTILITY EASEMENT AGREEMENT

This Memorandum of Easement (the "*Memoandum*") is entered into on the 23rd day of March, 2017 by and between 1650 James Drive, LLC, an Illinois limited liability company ("*Grantor*") and American Tower Asset Sub II, LLC, a Delaware limited liability company ("*Grantee*").

NOTICE is hereby given of the Easement Agreement (as defined and described below) for the purpose of recording and giving notice of the existence of said Easement Agreement. To the extent that notice of such Easement Agreement has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Easement Agreement.** Grantor is the owner of certain real property described in **Exhibit A** attached hereto and by this reference made a part hereof (the "*Parent Parcel*"). Grantee is the lessee of certain real property described on **Exhibit B** attached hereto and by this reference made a part hereof (the "*Tower Parcel*"). Grantor (or its predecessor-in-interest) and Grantee (or its predecessor-in-interest) entered into that certain Ingress, Egress, and Limited Utility Easement Agreement dated March 23, 2017 as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "*Easement Agreement*", pursuant to which the Grantee is the beneficiary of certain easements for access and utilities, all as more particularly described in the Easement Agreement (such easement rights and interests, collectively, the "*Easement Area*"), which Easement Area is described on **Exhibit C** attached hereto and by this reference made a part hereof.
2. **Expiration Date.** The Easement Agreement shall commence on the Effective Date and shall be in effect so long as the communications facility remains on the Tower Parcel or so long as Grantee or any of the Permitted Parties (as defined in the Easement Agreement) otherwise continue to ingress and egress in, on, over and through the Easement Area, whichever time period is longer.
3. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Easement Agreement. In the event of a conflict between this Memorandum and the Easement Agreement, the Easement Agreement shall control. Grantor hereby grants the right to Grantee to complete and execute on behalf of Grantor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

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4. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Grantor at: 1650 James Drive, LLC, 505 S. Arthur Avenue, Arlington Heights, IL 60005; To Grantee at: American Tower Asset Sub II, LLC, c/o American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: American Tower Asset Sub II, LLC, c/o American Tower, Attn: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
5. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
6. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State of Illinois, without regard to the conflicts of laws provisions of such State.

[SIGNATURES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, Grantor and Grantee have each executed this Memorandum as of the day and year set forth below.

GRANTOR

1650 James Drive, LLC
an Illinois limited liability company

Signature: [Signature]
Print Name: MIKE LAMPIGNANO
Title: MANAGER
Date: 3-23-17

WITNESS

Signature: [Signature]
Print Name: Holly Popczak

Signature: [Signature]
Print Name: Nancy Moneta

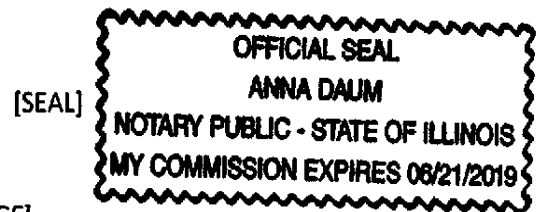
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Illinois
County of DuPage

On this 23rd day of March, 2017, before me, the undersigned Notary Public, personally appeared Mike Lampignano, who proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: Anna Daum
My commission expires: 06/21/2019



[SIGNATURES CONTINUE ON NEXT PAGE]

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GRANTEE

American Tower Asset Sub II, LLC
a Delaware limited liability company

Signature: [Signature]
Print Name: Jennifer Bernatoni-Ludlum
Title: Managing Attorney
Date: 3/8/17

WITNESS

Signature: [Signature]
Print Name: N Jeanette Robinson

Signature: [Signature]
Print Name: Sheri S. Mason

WITNESS AND ACKNOWLEDGEMENT

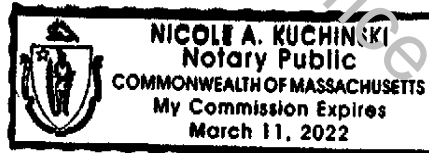
Commonwealth of Massachusetts

County of Middlesex

On this 8th day of March, 2017, before me, the undersigned Notary Public, personally appeared Jennifer Bernatoni-Ludlum, who proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: Nicole A. Kuchinski
My commission expires: 3-11-2022



[SEAL]

Attachments:

- Exhibit "A" – Parent Parcel
- Exhibit "B" – Tower Parcel
- Exhibit "C" – Easement Area

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EXHIBIT A

PARENT PARCEL

THE SOUTH 46.29 FEET (EXCEPT THE WEST 50 FEET THEREOF) OF THE SOUTH 164.73 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE NORTH 421.29 FEET OF THE SOUTH 915.39 FEET EXCEPT THE EAST 473.11 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT B

TOWER PARCEL

EXISTING A/C LEASE AREA LEGAL DESCRIPTION (PER DOCUMENT NO. 93054578)

THAT PART OF THE NORTHWEST QUARTER OF SECTION TWENTY-THREE, TOWNSHIP FORTY-ONE NORTH, RANGE ELEVEN EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE WITH THE WEST LINE OF THE EAST 90.00 FEET OF THE WEST 662.08 FEET OF THE NORTH TEN ACRES OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE WEST 54.00 FEET ON THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE SOUTH 7.20 FEET ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 50.80 FEET ON SAID PERPENDICULAR LINE TO A POINT OF INTERSECTION WITH A LINE 58.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE EAST 50.31 FEET ON THE LAST DESCRIBED PARALLEL COURSE; THENCE NORTH 50.50 FEET ON A LINE PARALLEL WITH THE WEST LINE OF THE EAST 90.00 FEET OF THE WEST 662.08 FEET OF THE NORTH TEN ACRES OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE WEST 51.03 FEET ON A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability or effect on title.

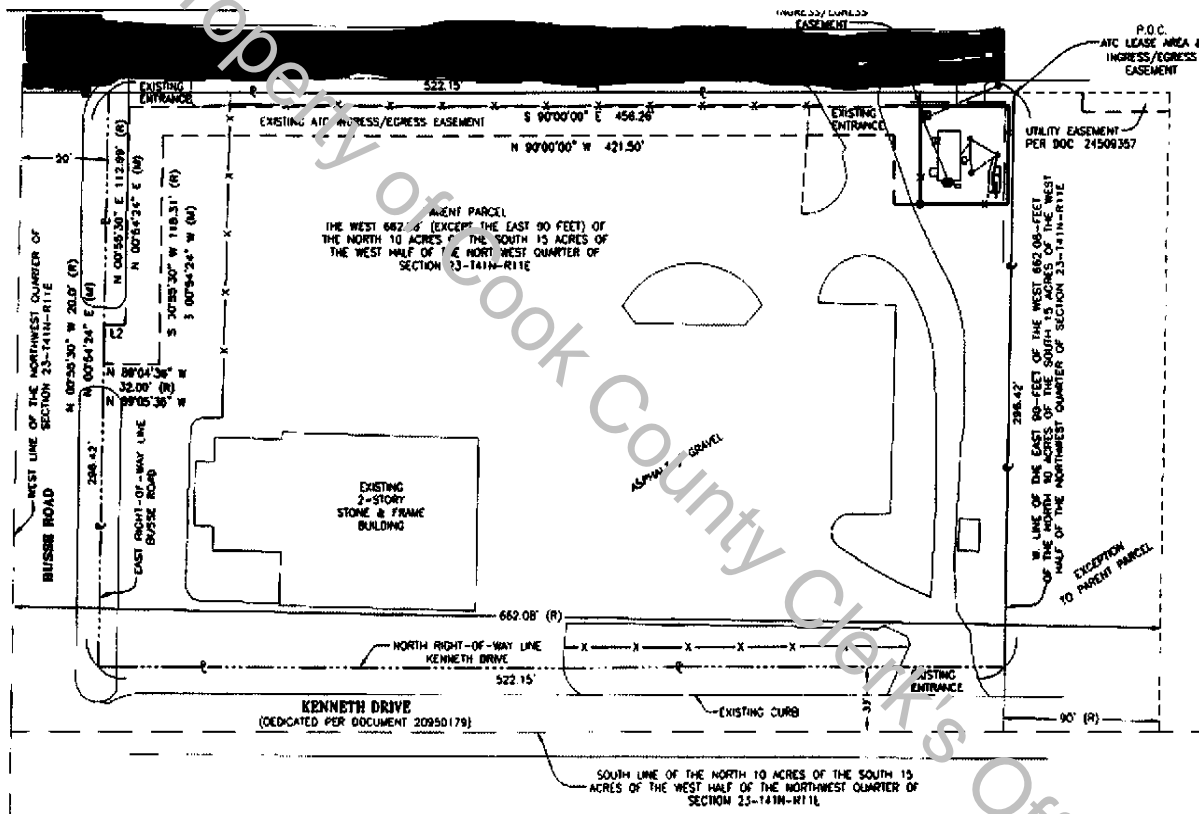
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EXHIBIT C

EASEMENT AREA

The Easement Area consists of that portion of the Parent Parcel utilized by Grantee or the Permitted Parties for ingress and egress and utility purposes from the Tower Parcel to Busse Road.

[AND AS DEPICTED IN SURVEY]



This instrument is being filed as an accommodation only. It has not been examined as to it's execution, inaccuracy or effect on title.

