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THIS DOCUMENT PREPARED BY:

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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/11/2017 01:20 PM Pg: 1 of 6

AFTER RECORDING, RETURN TO:

Crown Castle

1220 Augusta Drive, Suite 500

Houston, TX 77057

MEMORANDUM OF SECOND AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

See Exhibit "A" for Legal Description, Common Address and PINs.

THIS MEMORANDUM OF SECOND AMENDMENT TO OPTION AND SITE LEASE AGREEMENT (this "Memorandum") is made this 10 day of October, 2017, by and between **BOLT REALTY, LLC**, an Illinois limited liability company ("Landlord"), having a mailing address of 10741 Chaucer Drive, Willow Springs, Illinois 60480, 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. 10095305, 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 c/o Crown Castle USA Inc., 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 Site Lease Agreement dated as of April 25, 1996, originally by and between AT&T Wireless PCS, Inc., a Delaware corporation ("AT&T"), as tenant, and Western National Bank of Cicero, Trustee under Trust Agreement dated November 23, 1976, and known as Trust No. 6237 (the "Trust"), as landlord (the "Original Lease"), a memorandum of which was recorded on August 23, 1996, as Document No. 96647779 in the Public Records of Cook County, Illinois (the "Public Records");

WHEREAS, the Original Lease was amended by that certain First Amendment to Lease Agreement dated December 15, 2004;

WHEREAS, the Trust conveyed fee ownership of Landlord's Property (defined below) to Landlord pursuant to that certain Trustee's Deed dated December 7, 2005, recorded October 3, 2017, as Document No. 1727645017 in the Public Records;

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WHEREAS, Tenant is the successor in interest under the Original Lease to AT&T;

WHEREAS, the Original Lease as amended and assigned is referred to herein as the "Lease";

WHEREAS, the parties have modified the terms of the Lease by that certain Second Amendment to Option and Site Lease Agreement dated the same date as this Memorandum, by and between Landlord and Tenant (the "Second Amendment"), 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; 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 current term of the Amended Lease will expire on October 31, 2017, after which Tenant has the right to extend the term of the Amended Lease for nine (9) extension terms of five (5) years each. The term of the Amended Lease, including all extension terms, if exercised, will expire on October 31, 2062.
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.
7. The Amended Lease provides Tenant with an irrevocable option to lease up to a maximum of two hundred (200) square feet of Landlord's Property adjacent to the

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Leased Premises, upon the terms and conditions more particularly set forth in the Second Amendment.

8. The parties consent to the recording of this Memorandum in the Public Records, 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]

Property of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

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

PARCEL 1: THAT PART OF THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT POINT OF THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32 AFORESAID WITH THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY (FORMERLY THE CHICAGO, MADISON AND NORTHWESTERN RAILROAD); THENCE NORTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32 AFORESAID, A DISTANCE OF 221.25 FEET; THENCE WEST AT RIGHT ANGLE WITH THE LAST MENTIONED LINE, A DISTANCE OF 296 FEET, TO A 1 INCH PIPE AT THE EAST RAIL OF SWITCH TRACK; THENCE SOUTHEASTERLY ALONG THE SAME EAST RAIL TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF THE SAID ILLINOIS CENTRAL RAILROAD COMPANY; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF SAID ILLINOIS CENTRAL RAILROAD COMPANY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF PARCEL 1 AFORESAID; THENCE NORTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, A DISTANCE OF 300 FEET; THENCE WEST AT RIGHT ANGLES WITH THE LAST MENTIONED LINE, A DISTANCE OF 250 FEET; THENCE SOUTH AT RIGHT ANGLES, A DISTANCE OF 260 FEET; THENCE WEST AT RIGHT ANGLES, A DISTANCE OF 26 FEET THENCE SOUTH AT RIGHT ANGLES, A DISTANCE OF 40 FEET, THENCE EAST AT RIGHT ANGLE ALONG THE NORTH BOUNDARY OF PARCEL 1 AFORESAID, A DISTANCE OF 276 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL: EASEMENT AS PER DOCUMENT NO. 15265157 FOR INGRESS AND EGRESS OVER THE EAST 25 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF OGDEN AVENUE AND LYING NORTH OF THE NORTH LINE OF AFORESAID PARCEL 2, IN COOK COUNTY, ILLINOIS.

PINs: 16-32-203-037-0000 (contains additional land), 16-32-203-038-0000 and 16-32-203-017-0000 (contains Easement Parcel)

Common Address: 5819 W. Ogden Avenue, Cicero, Illinois 60804

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