

UNOFFICIAL COPY

Prepared by and upon recording
Please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: Palmer Park)



Doc# 1826142079 Fee \$52.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/18/2018 11:57 AM PG: 1 OF 8

Space above this line for Recorder's use

MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT

This Memorandum of Building and Rooftop Lease Agreement is made this 5th day of September, 2018, between Roseland Community Hospital Title Holding Corporation, an Illinois nonprofit corporation, with its principal offices located at c/o Roseland Community Hospital Association, 45 W. 111th Street, Chicago, Illinois 60628, hereinafter designated "LESSOR," and Chicago SMSA Limited Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

- LESSOR and LESSEE entered into a Building and Rooftop Lease Agreement (the "Agreement") on September 5, 2018 for an initial term of 5 years, commencing on the Commencement Date, as defined in the Agreement. The Agreement shall automatically be extended for 4 additional 3 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term.
- Pursuant to the Agreement, LESSOR grants to LESSEE the right to install, maintain and operate communications equipment in and/or upon that certain building ("Building") owned, leased or controlled by LESSOR at 45 W. 111th Street, Chicago, Illinois 60628 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. LESSEE's communications equipment will be installed on the roof of the Building (the "Premises") as shown in detail on Exhibit "B" attached hereto and made a part hereof. In addition, LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment.

S	<u>Y</u>
P	<u>8</u>
S	<u>N</u>
M	<u>Y</u>
SC	<u>Y</u>
TR	<u>Y</u>
ACTY	<u>W</u>


UNOFFICIAL COPY

- 3. LESSEE has a right of first refusal to meet any offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in the Agreement, or an option for any of the foregoing.
- 4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:


Roseland Community Hospital Title Holding Corporation

By: 
 Name: TIM EGAN
 Its: CEO
 Date: 5/1/18

LESSEE:

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

By: Cellico Partnership, its general partner

By: 
 Name: Steve Martin
 Its: Director/eng
 Date: 9/15/18

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

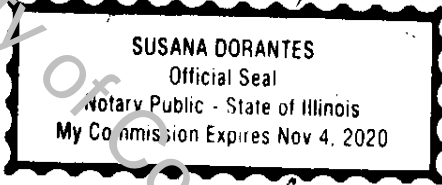
LESSOR ACKNOWLEDGEMENT

I, Susana Dorantes a Notary Public for said County and State, do hereby certify that Tim Egan personally came before me this day and acknowledged that s/he is the President/CEO of Roseland Community Hospital Title Holding Corporation and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT** as his/her own act and deed on behalf of said corporation.

WITNESS my hand and official Notarial Seal, this 1 day of MAY, 2018.

Susana Dorantes
Notary Public

My Commission Expires:
11/4/2020



STATE OF ILLINOIS)
)
COUNTY OF COOK)

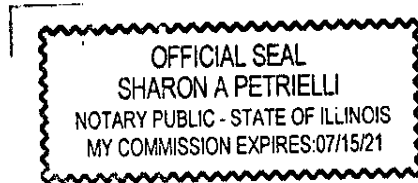
LESSEE ACKNOWLEDGEMENT

I, Sharon A. Petrielli a Notary Public for said County and State, do hereby certify that James Martin personally came before me this day and acknowledged that he is the Director Network Field Eng. of Cellco Partnership, general partner of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, and he, being authorized to do so, executed the foregoing **MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT** as his own act and deed on behalf of said limited partnership.

WITNESS my hand and official Notarial Seal, this 5 day of September, 2018

Sharon A. Petrielli
Notary Public

My Commission Expires:
7-15-21



UNOFFICIAL COPY

EXHIBIT A

[LEGAL DESCRIPTION OF THE PROPERTY]

PARCEL 1:

LOT 1, TOGETHER WITH THE WEST HALF OF VACATED PERRY AVENUE LYING EAST AND ADJOINING SAID LOT 1, PER VACATION ORDINANCE RECORDED JANUARY 5, 2004 AS DOCUMENT 0400632068, AND LOTS 3 TO 5, IN BLOCK 1 IN VAN DER SYDE & BARTLETT'S ADDITION TO PULLMAN IN SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE OF THE THIRD PRINCIPAL MERIDIAN , ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1890 AS DOCUMENT 1315022, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 3 TO 7, THE NORTH 135.00 FEET OF LOT 8, AND LOTS 9 TO 20, TOGETHER WITH THE EAST HALF OF VACATED PERRY AVENUE LYING WEST AND ADJOINING SAID LOT 20, PER VACATION ORDINANCE RECORDED JANUARY 5, 2004 AS DOCUMENT 0400632068, IN VAN DER SYDE'S SUBDIVISION OF BLOCK 1 IN FIRST ADDITION TO PULLMAN (EXCEPT THE NORTH 135.00 FEET OF THE EAST 125.00 FEET THEREOF), IN SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 2013 AS DOCUMENT 5197314, IN COOK COUNTY, ILLINOIS.

Exhibit "A"

UNOFFICIAL COPY

EXHIBIT B

[THE PREMISES]

See attached.

COOK COUNTY
 RECORDER OF DEEDS

COOK COUNTY
 RECORDER OF DEEDS

COOK COUNTY
 RECORDER OF DEEDS

Property of Cook County Clerk's Office

Exhibit "B"



CHICAGO SMSA
limited partnership
dba VERIZON WIRELESS

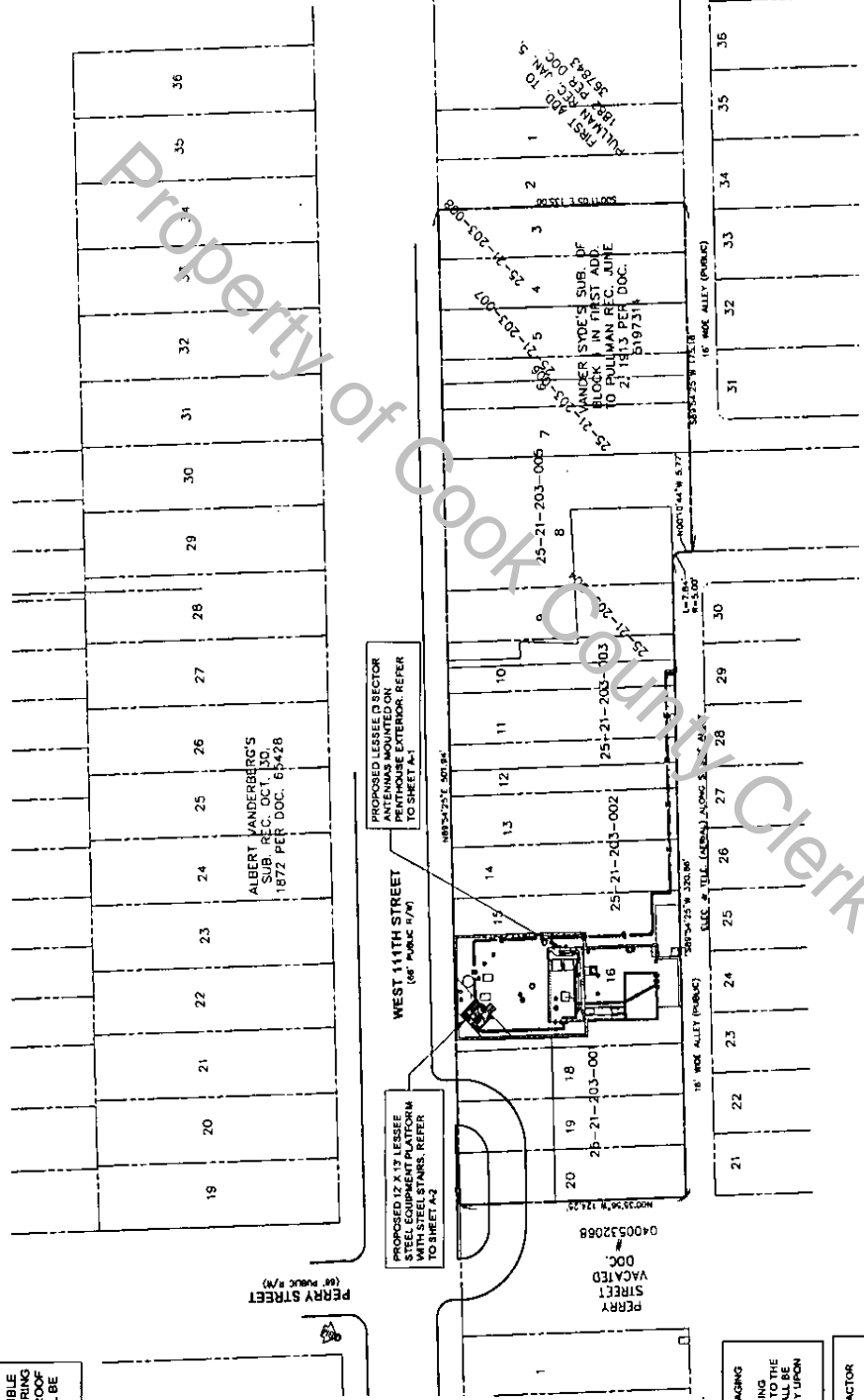
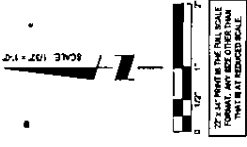
NO.	DATE	BY	DESCRIPTION

LOC. # 127334
PALMER PARK
45 W 111TH ST
CHICAGO, IL 60652

DRAWN BY:	TAZ
CHECKED BY:	
DATE:	02/17
PROJECT #:	33-058

SHEET TITLE
SITE PLAN

SHEET NUMBER
C-1



FIBER COORDINATION IS NOT COMPLETE (PENDING FIBER CONTACT). PRIOR TO CONSTRUCTION, CONTACT DESIGNER FOR UPDATE.

NOTE:
CONTRACTOR TO VERIFY ROUTES WITH LOCAL UTILITY COMPANY PRIOR TO INSTALLATION.

NOTE:
OWNER SHALL BE RESPONSIBLE FOR PROTECTING EXISTING UTILITIES FROM CONSTRUCTION AND ANY DAMAGES TO ROOF SURFACE DURING CONSTRUCTION SHALL BE REPAIRED TO AS NEW CONDITION

CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT, CONTRACTOR SHALL PROVIDE AND MAINTAIN PROTECTIVE PAVEMENT TO AND VIBRATION DURING CONSTRUCTION DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.

CONTRACTOR TO PROVIDE APPROXIMATE 50x50' STAGING AREA AND TEMPORARY ROAD. CONTRACTOR SHALL PROVIDE AND MAINTAIN PROTECTIVE PAVEMENT TO AND VIBRATION DURING CONSTRUCTION DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.

BEFORE AND DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL AS WELL AS SLOPE PROTECTION TO PREVENT SOIL EROSION AND BALLS AROUND ANY EXISTING MANHOLES, INLETS, OR CATCHBASINS SUSCEPTIBLE TO EROSION. EROSION CONTROL MEASURES SHALL BE PERIODICALLY INSPECTED AND MAINTAINED THROUGHOUT CONSTRUCTION. MEASURES SHALL BE REMOVED UPON COMPLETION OF WORK.

THE CONTRACTOR WILL BE RESPONSIBLE FOR BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS THAT MAY AFFECT THE PROJECT. THE CONTRACTOR SHALL SOIL INVESTIGATION WORK PROMPTLY NOTIFY THE OWNER VERBALLY AND IN WRITING, AS TO THE NATURE OF THE DEFERRING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR DEFERRING CONDITIONS ARISING FROM THOSE AUTHORIZED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO PROMPTLY ADVISED THE OWNER IN WRITING AS REQUIRED BY THE CONTRACT SPECIFICATIONS AND SOIL CONDITIONS.

1 SITE PLAN
SCALE: 1/32" = 1'-0"

Williams & Works
engineers, planners, surveyors a tradition of service
616.224.1500 phone • 616.224.1501 facsimile
549 Ottawa Ave NW • Grand Rapids, MI 49503

TERRA
 COMMERCIAL ARCHITECTURE
 100 W. WASHINGTON ST. SUITE 1000
 CHICAGO, IL 60602
 TEL: 312.567.1000
 FAX: 312.567.1001

CHICAGO SMSA
 limited partnership
 dba: VERIZON WIRELESS

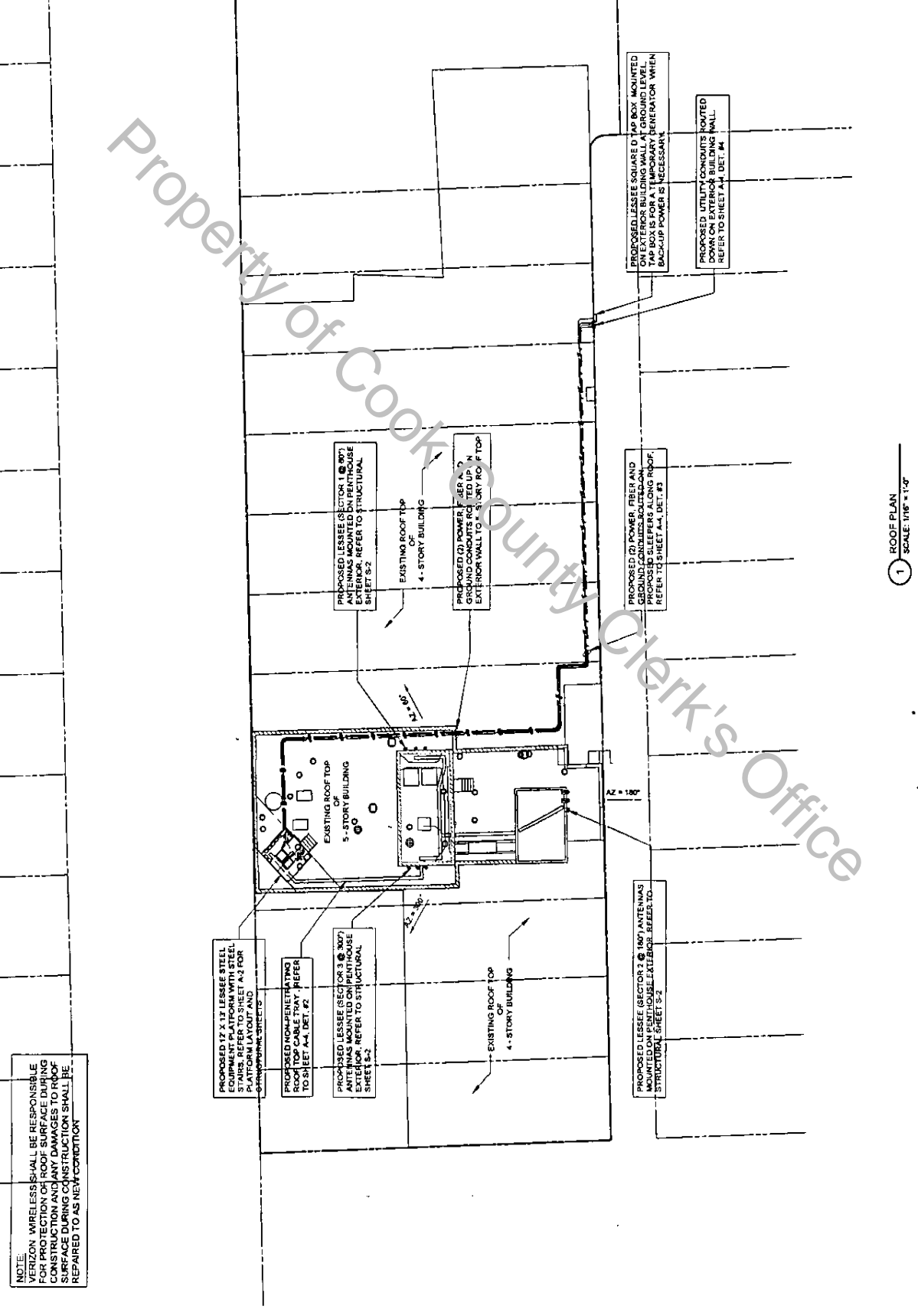
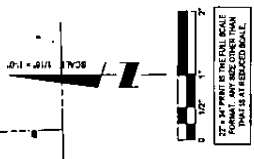
UNOFFICIAL COPY

LOC. # 127334
 PALMER PARK
 45 W. 111TH ST.
 CHICAGO, IL 60622

NO.	DATE	DESCRIPTION	DESIGNED FOR REVIEW


DRAWN BY: TAZ
 CHECKED BY: TAZ
 DATE: 02/01/17
 PROJECT #: 33-2058

SHEET TITLE: ROOF PLAN
 SHEET NUMBER: A-1



NOTE:
 VERIZON WIRELESS SHALL BE RESPONSIBLE FOR PROTECTION OF ROOF SURFACE DURING CONSTRUCTION AND ANY DAMAGES TO ROOF SURFACE DURING CONSTRUCTION SHALL BE REPAIRED TO AS NEW CONDITION

1 ROOF PLAN
 SCALE: 1/8" = 1'-0"



CHICAGO
SMSA
limited partnership
dba VERIZON WIRELESS

UNOFFICIAL COPY

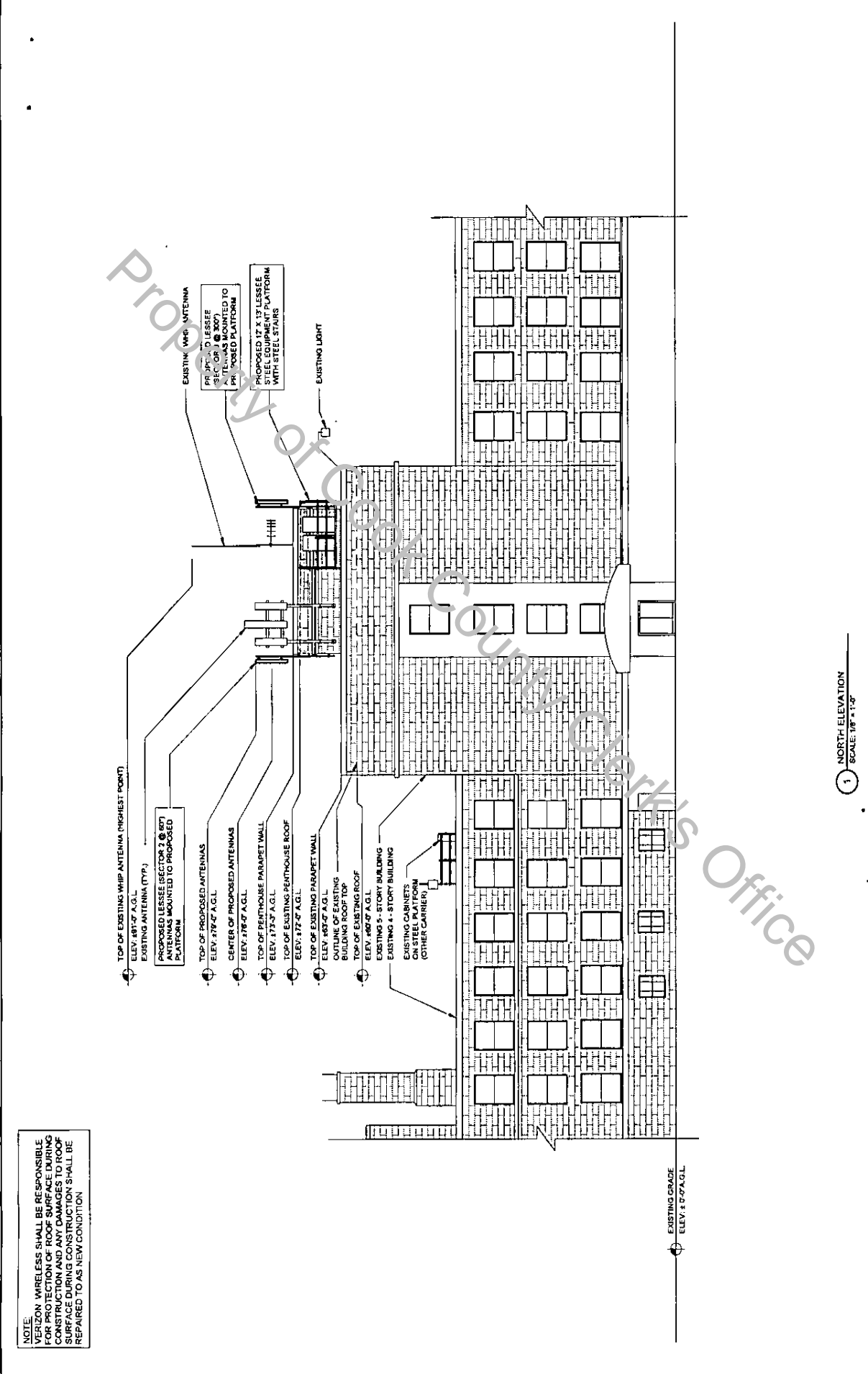
LOC. # 127334
PALMER PARK
45 W 111TH ST
CHICAGO, IL 60621

DRAWN BY: TAZ
CHECKED BY: 8/21/17
DATE: 3/3/2016
PROJECT # 33-7559

SHEET TITLE
BUILDING ELEVATION

SHEET NUMBER
A-3

NO.	DATE	BY	LIGHT	DESCRIPTION



NOTE: VERIZON WIRELESS SHALL BE RESPONSIBLE FOR PROTECTION OF ROOF SURFACE DURING CONSTRUCTION AND ANY DAMAGES TO ROOF SURFACE DURING CONSTRUCTION SHALL BE REPAIRED TO AS NEW CONDITION

- TOP OF EXISTING WHIP ANTENNA (HIGHEST POINT)
ELEV. 81'-0" A.G.L.
- EXISTING ANTENNA (TYP.)
- PROPOSED LESSEE (SECTOR 2 @ 87') ANTENNAS MOUNTED TO PROPOSED PLATFORM
- TOP OF PROPOSED ANTENNAS
ELEV. 77'-0" A.G.L.
- CENTER OF PROPOSED ANTENNAS
ELEV. 78'-0" A.G.L.
- TOP OF PENTHOUSE PARAPET WALL
ELEV. 73'-3" A.G.L.
- TOP OF EXISTING PENTHOUSE ROOF
ELEV. 77'-0" A.G.L.
- TOP OF EXISTING PARAPET WALL
ELEV. 80'-0" A.G.L.
- OUTLINE OF EXISTING BUILDING ROOF TOP
- TOP OF EXISTING ROOF
ELEV. 80'-0" A.G.L.
- EXISTING 5-STORY BUILDING
- EXISTING 4-STORY BUILDING
- EXISTING CABINETS ON STEEL PLATFORM (OTHER CARRIER)
- EXISTING WHIP ANTENNA
- PROPOSED LESSEE (SECTOR 2 @ 87') ANTENNAS MOUNTED TO PROPOSED PLATFORM
- PROPOSED LESSEE (SECTOR 2 @ 87') ANTENNAS MOUNTED TO PROPOSED PLATFORM WITH STEEL STAIRS
- EXISTING LIGHT

1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

EXISTING GRADE
ELEV. ± 0'-0" A.G.L.