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THIS DOCUMENT PREPARED BY:

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Doc#: 1832018006 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/16/2018 09:54 AM Pg: 1 of 6

AFTER RECORDING RETURN TO:

Crown Castle
2000 Corporate Dr.
Canonsburg, PA 15317

MEMORANDUM OF FIRST AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

See Exhibit "A" for Legal Description, Common Address and Parcel ID No.

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AND SITE LEASE AGREEMENT (this "Memorandum") is made this 14 day of NOVEMBER, 2018, by and between ABILITY LAND MANAGEMENT INC. f/k/a ABILITY WOODWORK CO., an Illinois corporation ("Landlord"), having a mailing address of 914 S. Can-Dota Avenue, Mount Prospect, Illinois 60056, 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. 10095292, 208 S. Akard Street, Dallas, Texas 75202-4205, by and through its Attorney-in-Fact, CCATT LLC, a Delaware limited liability company, with a mailing address of 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 August 16, 1996, with a commencement date of August 21, 1996, as supplemented by that certain Rider I to Option and Site Lease Agreement and that certain Rider II to Option and Site Lease Agreement, originally by and between AT&T Wireless PCS, Inc., a Delaware corporation ("AT&T"), as tenant, and Landlord, as landlord (the "Lease");

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

WHEREAS, the parties have modified the terms of the Lease by that certain First Amendment to Option and Site 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 certain rights and interests thereunder through the recording of this Memorandum in the Public Records of Cook County, Illinois; and

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WHEREAS, the Amended Lease pertains to certain real property leased to Tenant together with access and utility easements granted to Tenant more particularly described on Exhibit "A" attached hereto and incorporated by this reference (the "Leased Premises"), located on a portion of the parent parcel owned by Landlord ("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 Amended Lease provides that the initial term of the Amended Lease is approximately five (5) years, commencing on August 21, 1996 and continuing through and including August 31, 2001, with seven (7) additional terms of five (5) years each thereafter. The term of the Amended Lease, including all additional terms, if exercised, will expire on August 31, 2036.
5. The Amended Lease pertains to 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 the Leased Premises, upon the terms and conditions more particularly set forth in the First Amendment to Option and Site Lease Agreement.
7. 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.
8. 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:

**ABILITY LAND MANAGEMENT INC. f/k/a
ABILITY WOODWORK CO.,**
an Illinois corporation

By: [Signature]
Name: JEFFREY B. BLACK
Title: PRESIDENT
Date: OCT 30 / 2018

Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this, the 30 day of OCTOBER, 2018, before me, the undersigned Notary Public, personally appeared JEFFREY B. BLACK, who acknowledged him/herself to be the PRESIDENT of Ability Land Management Inc. f/k/a Ability Woodwork Co., an Illinois corporation, 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.

[Signature]
Notary Public, State of IL, County of COOK
Acting in the County of COOK
My Commission Expires: 4-9-2022

[SEAL]



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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: Melanie Webb

Name: Melanie Webb
Senior Transaction Manager

Title: _____

Date: 11.14.18

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ACKNOWLEDGEMENT

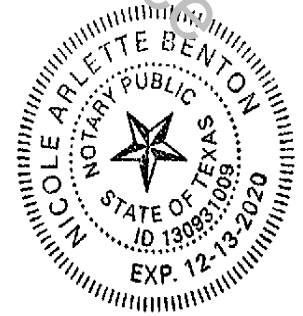
STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On this, the 14 day of November, 2018, before me, the undersigned Notary Public, personally appeared Melanie Webb, who acknowledged him/herself to be the Senior Transaction Manager 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.

Nicole Arlette Benton

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



[SEAL]

JW

UNOFFICIAL COPY**EXHIBIT "A"****LEGAL DESCRIPTION OF LEASED PREMISES**

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

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF BRYN MAWR AVENUE AND THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE SOUTH 53°08'51" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 28.00 FEET; THENCE NORTH 36°51' 09" EAST, 1.00 FOOT TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 36°51'09" EAST, 20.00 FEET; THENCE SOUTH 53°08'51" EAST, 40.00 FEET; THENCE SOUTH 36°51'09" WEST, 20.00 FEET; THENCE NORTH 53°08'51" WEST, 40.00 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS AND CONTAINING 800 SQUARE FEET.

Together with an access easement described as follows:

THAT PART OF THE CHICAGO & NORTHWESTERN RAILROAD RIGHT-OF-WAY IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF BRYN MAWR AVENUE AT THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE SOUTH 89°32'49" WEST ALONG SAID SOUTH LINE OF BRYN MAWR AVENUE, 21.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 53°08'51" EAST ALONG A LINE 13 FEET SOUTHWESTERLY AND PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF RAILROAD 73.06 FEET; THENCE NORTH 36°51'09" EAST 13.0 FEET; THENCE SOUTH 53°08'51" EAST 12.0 FEET; THENCE SOUTH 36°51'09" WEST, 8.0 FEET; THENCE SOUTH 8°08'51" EAST 7.07 FEET; THENCE SOUTH 53°08'51" EAST, 15.0 FEET; THENCE SOUTH 36°51'09" WEST, 12.0 FEET; THENCE NORTH 53°08'51" WEST 120.81 FEET TO THE SOUTH LINE OF BRYN MAWR AVENUE; THENCE NORTH 89°32'49" EAST, 19.80 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 1,524 SQUARE FEET.

Together with a utility easement described as follows:

THAT PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF BRYN MAWR AVENUE AT THE NORTHERLY LINE OF SAID RAILROAD; THENCE SOUTH 53°08'51" EAST ALONG SAID NORTHERLY LINE OF RAILROAD 68.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 53°08'51" EAST, 210.0 FEET; THENCE SOUTH 36°51'09" WEST, 8.0 FEET; THENCE NORTH 53°08'51" WEST, 210.0 FEET; THENCE

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NORTH 36°51'09" EAST 8.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1,680 SQUARE FEET.

Part of Tax Parcel Identification Number: 13-08-104-011-0000

Common Address: 6155 W. Bryn Mawr Avenue, Chicago, Illinois 60646

Property of Cook County Clerk's Office