

# UNOFFICIAL COPY

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Edward M. Moody  
Cook County Recorder of Deeds  
Date: 03/21/2019 11:24 AM Pg: 1 of 5

**Prepared by and Return To:**

Christian A. Farnakis  
Babst, Calland, Clements and Zomnir, P.C.  
Two Gateway Center, 7<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 394-5400

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**MEMORANDUM OF LEASE AMENDMENT AGREEMENT**

Crown BU# / Site Name: 856083 / Ave - 1125 N 27th Ave  
Melody Site # / Site Name: R2289M-CC02 / Ave - 1125 N 27th Ave

THIS MEMORANDUM OF LEASE AMENDMENT AGREEMENT (this "*Memorandum of Amendment*") is made and entered into as of the as of the 8<sup>th</sup> day of December, 2018, but effective as of the 8<sup>th</sup> day of December, 2018 (the "*Effective Date*"), by and between T14 MELTEL LLC, a Delaware limited liability company, formerly known as T14 Unison Site Management LLC ("*Melody*"), and NCWPCS MPL 26 YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("*Tenant*"), by and through CCATT LLC, a Delaware limited liability company, its attorney-in-fact, as successor-in-interest to AT&T Wireless PCS, Inc., Acting by and through its agent, Wireless PCS, inc. ("*Crown*").

**RECITALS:**

WHEREAS, pursuant to that certain Wireless Communication Easement and Assignment Agreement dated December 21, 2015, which was recorded in the real property records of Cook County, IL on April 13, 2016 as Instrument Number 1610429055 (collectively, the "*Site Owner Agreement*"), Melody and Tenant are parties to that certain Site Lease Agreement dated February 9, 1996 (as the same may have been amended, modified or assigned from time to time, collectively, the "*Lease*"), pursuant to which Tenant leases a portion of the real property located in Cook County, IL as more particularly described in the Lease (the "*Leased Premises*"); and

WHEREAS, Crown manages, subleases or otherwise controls Tenant's interest in the Lease pursuant to that certain Master Prepaid Lease dated December 16, 2013, by and among

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AT&T Lessors (as defined therein), AT&T Mobility LLC, and CCATT LLC (the "*Sublease Agreement*"); and

WHEREAS, Melody and Tenant have amended the Lease by a Lease Amendment Agreement (the "*Lease Amendment*") of even date herewith and desire to provide recorded notice of the Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Melody and Tenant agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein as if fully set forth herein.

2. **Extension of Lease Term**. The term of the Lease has been amended as set forth in the Lease Amendment. Subject to the terms, provisions, and conditions of the Lease, as amended by the Lease Amendment, and assuming the exercise by Tenant of all renewal options contained in the Lease as amended by the Lease Amendment, the final expiration date of the Lease would be May 16, 2120.

3. **Effect**. This Memorandum of Amendment is not a complete summary of the terms, provisions and conditions contained in the Lease or the Lease Amendment. In the event of a conflict between this Memorandum of Amendment and the Lease Amendment, the Lease Amendment shall control.

4. **Counterparts**. This Memorandum of Amendment may be executed in counterparts, each of which will be deemed an original document, but all of which shall constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to the other party.

*[Signatures on following page]*

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IN WITNESS WHEREOF, each Party has caused this Memorandum of Amendment to be executed by their respective duly authorized officers to be duly effective as of the Effective Date written above.

**TENANT:**

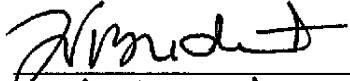
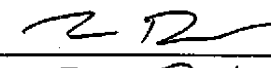
**NCWPCS MPL 26 - YEAR SITES TOWER HOLDINGS LLC,**  
a Delaware limited liability company

By its attorney-in-fact:

**CCATT LLC,**  
a Delaware limited liability company

Signature:   
Print Name: Helen V. Smith  
Title: Director Acquisition & Ops

**WITNESSES:**

Signature:   
Print Name: J.V. Budet  
Signature:   
Print Name: Zach Barker

**WITNESS AND ACKNOWLEDGEMENT**

State of Texas  
County of Harris

On this 21<sup>st</sup> day of December, 2018, before me, Tara Groda the undersigned Notary Public, personally appeared Helen V. Smith, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

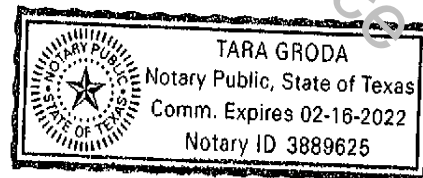
I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public

Print Name: TARA GRODA

My commission expires: 2/16/2022



[SEAL]

Crown BU# / Site Name: 856083 / Awe - 1125 N 27th Ave  
Melody Site # / Site Name: R2289M-CC02 / Awe - 1125 N 27th Ave

[SIGNATURES CONTINUE ON NEXT PAGE]

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**MELODY:**

**T14 MELTEL LLC**  
a Delaware limited liability company

Signature: *Joshua Oboler*  
Print Name: Joshua Oboler  
Title: Authorized Signatory

**WITNESSES:**

Signature: *Courtney Daniel*  
Print Name: Courtney Daniel

Signature: *Angelica Mazzone*  
Print Name: Angelica Mazzone

**WITNESS AND ACKNOWLEDGEMENT**

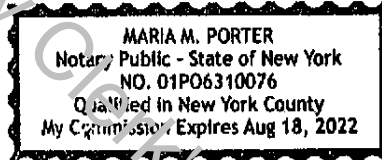
State of New York  
County of New York

On this 4<sup>th</sup> day of February, 2019, before me, Maria M. Porter, the undersigned Notary Public, personally appeared Joshua Oboler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Maria M. Porter*  
Notary Public  
Print Name: Maria M. Porter  
My commission expires: August 18, 2022



[SEAL]

Property of Cook County Notary's Office

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## EXHIBIT A

### Legal Description

Situated in County of Cook, Illinois to wit;

**Parcel 1:**

That part of lot 15 in Richardson Industrial Park, being a subdivision in the Southeast Quarter of Section 4, Township 39 North, Range 12 East of the Third Principal Meridian, South of the Indian Boundary line, described as follows:

Commencing at the Southeast corner of said Lot 15; thence South 90 degrees 00 minutes 00 seconds West 37.20 feet along the South line of said Lot 15; thence North 00 degrees 05 minutes 35 seconds East 264.73 feet; thence North 89 degrees 37 minutes 23 seconds West 107.41 feet; thence South 89 degrees 41 minutes 19 seconds West 5.83 feet; thence North 00 degrees 02 minutes 59 seconds West 140.19 feet to the point of beginning; thence continuing North 00 degrees 02 minutes 59 seconds West 21.43 feet; thence South 89 degrees 57 minutes 01 seconds West 20.00 feet; thence North 00 degrees 01 minutes 50 seconds East 438.36 feet to the North line of Lot 15 in Richardson Industrial Park aforesaid; thence North 89 degrees 57 minutes 30 seconds East along the last said line 169.91 feet to the East line of said Lot 15; Thence South 00 degrees 00 minutes 00 seconds East along last said line 460.48 feet to a point 405.00 feet north of the Southeast corner of said Lot 15; thence North 89 degrees 46 minutes 32 seconds West 150.13 feet to the point of beginning, in Cook County, Illinois.

**Parcel 2:**

Easement for the benefit of Parcel 1 as created by Easement Grant made by and between LaSalle National Trust, N.A. as Successor Trustee to LaSalle National Bank, as Trustee under Trust Agreement dated February 1, 1976 and known as trust number 49420 and Melrose Park Bank and Trust Company, as Trustee under Trust Agreement dated August 13, 1990 and known as trust Number 6250 dated November 16, 1990 and recorded April 29, 1991 as Document Number 91197267 and re-recorded June 12, 1992 as Document Number 92420044 for the parking of Motor Vehicles over the following described land:

That part of vacated 27<sup>th</sup> Avenue in Emelia Weigleb's Addition to Melrose Park, a subdivision of that part of the East Half of the East half of the Southeast ¼ of section 4, township 39 North, range 12, East of the Third Principal Meridian Lying North of Lake Street, Described as follows:

Beginning at the Northeast corner of Lot 15 in Richardson Industrial Park being a subdivision in the Southeast ¼ of Section 4 aforesaid; thence South 00 degrees 00 minutes 00 seconds East along the East line of Lot 15 aforesaid 601.0 feet; thence North 89 degrees 57 minutes 30 seconds East parallel with the Easterly extension of the North line of Lot 15 for a distance of 20.00 feet; thence North 00 degrees 00 minutes 00 seconds East Parallel with the East line of Lot 15 aforesaid 601.00 feet to the Easterly extension of the North line of said lot; thence South 89 degrees 57 minutes 30 seconds West along said extension 20.00 feet to the point of beginning in Cook County, Illinois.

Permanent Parcel No.: 15-04-404-071

Property Address: 1125 North 27th Avenue, Melrose Park, Illinois 60160.