



Doc# 19099130000 Fee \$72.00

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

AFFIDAVIT FEE: \$2.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/09/2019 09:36 AM PG: 1 OF 18

REAL ESTATE TRANSFER TAX 05-Apr-2019



COUNTY: 0.00  
ILLINOIS: 0.00  
TOTAL: 0.00

19-24-406-002-0000 | 20190301622428 | 0-243-893-152

Instrument Prepared By: REAL ESTATE TRANSFER TAX 05-Apr-2019

SBA Site Management, LLC  
Nicole Pocchia  
8051 Congress Avenue  
Boca Raton, FL 33487  
(561) 981-9913



CHICAGO: 0.00  
CTA: 0.00  
TOTAL: 0.00 \*

19-24-406-002-0000 | 20190301622428 | 1-587-119-008

\* Total does not include any applicable penalty or interest due.

Upon Recording Return to:  
~~SBA Site Management, LLC~~  
~~Attn: Mergers & Acquisitions~~  
~~8051 Congress Avenue~~  
~~Boca Raton, FL 33487~~  
~~(561) 981-9913~~

AFTER RECORDING, RETURN TO:  
Fidelity National Title Group  
7130 Glen Forest Dr., Ste. 300  
Richmond, VA 23226

Attn: Lisa Roberts

SBA SITE ID: IL22327-R, 2701 West 68<sup>th</sup> Street

MEMORANDUM OF EASEMENT AND ASSIGNMENT AGREEMENT

This Memorandum of Easement and Assignment Agreement ("Memorandum") is entered into this 19<sup>th</sup> day of February, 2019 by and between **HOLY CROSS HOSPITAL**, an Illinois non-profit corporation (hereinafter referred to as "Site Owner"), having an address at 2701 West 68<sup>th</sup> Street, Chicago, Illinois 60629 and **SBA SITE MANAGEMENT, LLC**, a Florida limited liability company (hereinafter referred to as "SBAM") having an office at 900 South Highway Drive, Suite 201, Fenton, MO 63026.

19081-121

1. Site Owner and SBAM entered into that certain Easement Agreement on this date pursuant to which Site Owner has granted to SBAM an exclusive easement on a portion of the Property identified in Exhibit 1, which easement area is defined and described on Exhibit 2 and Exhibit 3, for the purpose of installing, removing, operating and maintaining radio communication systems and other accessories. All of the foregoing is set forth in the Easement Agreement. Initially capitalized terms not otherwise defined in this Memorandum (including all exhibits attached hereto) shall have the respective meanings given to such terms in the Easement Agreement.

26220556  
B m 14  
*[Handwritten signature]*

# UNOFFICIAL COPY

2. The term of the Easement Agreement shall be for a period of twenty (20) years commencing on February 19, 2019. Such term shall automatically renew for seven (7) additional five (5) year terms. SBAM's rights under any of the provisions set forth herein shall terminate as and when provided pursuant to the Easement Agreement without recordation of a formal release of this Memorandum with respect thereto and, if not sooner terminated, upon the expiration or termination of the Easement Agreement in accordance with its terms.

3. On the date hereof, Site Owner sold, transferred and assigned to SBAM all of its right, title and interest in and to those agreements identified in Exhibit 4, attached hereto and made a part hereof.

4. This Memorandum does not alter, amend, modify or change the Easement Agreement in any respect. This Memorandum is executed by the parties solely for the purpose of providing notice of the Easement Agreement.

Accepted by: Site Owner

Accepted by: SBAM

**HOLY CROSS HOSPITAL**, an Illinois non-profit corporation

**SBA SITE MANAGEMENT, LLC**, a Florida limited liability company

BY: *James B. Bick*

BY: *Neil Seidman*

Name: James Bick

Name: Neil Seidman

Title: Vice President, Campus Development Facilities

Title: Senior Vice President

Date: 8 FEBRUARY 2019

Date: 5/11/2019

State Of: ILLINOIS

State Of: Florida

County Of: COOK

County Of: Palm Beach

[Notary blocks on next page]

EXEMPT UNDER PROVISIONS OF  
PARAGRAPH B, SECTION 4  
OF THE REAL ESTATE TRANSFER ACT.

3-22-19

DATED

*Neil Seidman*  
SIGNATURE OF BUYER, SELLER, REPRESENTATIVE

# UNOFFICIAL COPY

STATE OF ILLINOIS }  
 } ss.  
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Jim Bicak, as Vice President, Campus Development and Facilities, of **HOLY CROSS HOSPITAL**, an Illinois not-for-profit corporation, personally known or identified to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, on behalf of the corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8 day of February, 2019.

By: [Signature]  
Notary Public

[SEAL]



Commission Expires: 11/30/2020

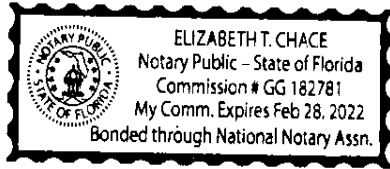
STATE OF FLORIDA }  
 } ss.  
COUNTY OF PALM BEACH }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Neil Seidman, as Senior Vice President of **SBA SITE MANAGEMENT, LLC**, a Florida limited liability company, personally known or identified to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, on behalf of the company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14 day of February, 2019.

By: [Signature]  
Notary Public

[SEAL]



Commission Expires: 2/28/2022

# UNOFFICIAL COPY

**EXHIBIT 1**  
**to Memorandum of Easement Agreement**

**LEGAL DESCRIPTION OF PROPERTY**

**PARCEL 1:**

Blocks Five (5) and Six (6), except the East one hundred fifty (150) feet of Block Six (6) and except the West thirty-five (35) feet of the East one hundred eighty-five (185) feet of the South one hundred eighty (180) feet of Block Six (6), in Hirsh and Young's Subdivision of the North West Quarter (NW 1/4) of the South East Quarter (SE 1/4) of Section Twenty-four (24), Township Thirty-eight (38), North, Range Thirteen (13), East of the Third Principal Meridian;

AND BEING a portion of the same property conveyed to Holy Cross Hospital, a corporation from The sisters of Saint Casimir of Chicago, a corporation by Quit Claim Deed dated August 25, 1960 and recorded September 20, 1960 in Instrument No. 17 975 716.

**PARCEL 2:**

Vacated part of West 68th Street South of and adjoining the South line of Blocks 3 and 4 and the South line of said Block 3 produced West 66 feet and lying North of and adjoining the North line of Blocks 5 and 6 and the North line of said Block 5 produced East 66 feet, in Hirsh and Young's Subdivision of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, that part of said vacated street being otherwise commonly described as that part of West 68th Street between the East line of South California Avenue and the West line of South Washtenaw Avenue, in Chicago, Illinois.

AND BEING a portion of the same property conveyed to Holy Cross Hospital, a corporation from The Sisters of saint Casimir of Chicago, a corporation by Quit Claim Deed dated September 09, 1960 and recorded September 28, 1960 in Instrument No. 17 975 715.

Tax Parcel Nos. 19-24-406-002, 19-24-406-003

Said interest being over land more particularly described by the following description: Insert metes and bounds description of area

# UNOFFICIAL COPY

## EXHIBIT 2 to Memorandum of Easement Agreement

### COMMUNICATION EASEMENT AREA

That portion of the Property substantially described as follows:

The entire rooftop area of the building located at 2701 West 68<sup>th</sup> Street, Chicago, Illinois (the "Building") shown in the following Overall Site Plan, and specifically at elevations of approximately one-hundred twenty-six feet five inches (126'-05"), one hundred and five feet (105'-0"), ninety-nine feet (99'-0") and eighty-nine feet (89'-0") above ground level, together with a parapet walls, together with the equipment mount structures, sled mount structures and any other structure extending vertically above the Rooftop surface ("Structures"), including the top surface and façade surface on all sides of the Building, parapet wall and Structures upon which are mounted or could be mounted Systems or portions of Systems contemplated in this Easement Agreement and depicted on Site Plan 1A and Building Elevation-West Plan shown on the following pages;

The entire rooftop area of the Building at elevations of eighty-nine feet (89'-0") and seventy-six feet (76'-0") above ground level, together with the parapet walls, together with the equipment platform, which equipment serves and is connected to the equipment situated on the Building, including the top surface and façade surfaces on all sides of the Building, and all surfaces of the parapet walls upon which are mounted or could be mounted Systems or portions of Systems as contemplated in this Easement Agreement and depicted on Site Plan 1B and Building Elevation-West Plan shown on the following pages;

The entire rooftop area of the Building at an elevation of approximately seventy-six feet (76'-0") and eighty-nine feet (89'-0") above ground level, together with the parapet walls and Structures, including the top surface and façade surfaces on all sides of the Building and Structures and all surfaces of the parapet walls upon which could be mounted Systems or portions of Systems as contemplated in this Easement Agreement and depicted on Site Plan 1C and Building Elevation-West Plan shown on the following pages;

The entire rooftop area of the Building at elevations of approximately sixty-four feet five inches (64'-5"), fifty-four feet five inches (54'-5"), fifty-three feet (53'-0") and forty feet (40'-0") above ground level, together with the parapet walls and other Structures, including the top surface and façade surfaces on all sides of the Building and Structures and all surfaces of the parapet walls upon which could be mounted Systems or portions of Systems as contemplated in this Easement Agreement and depicted on Site Plan 1D shown on the following pages;

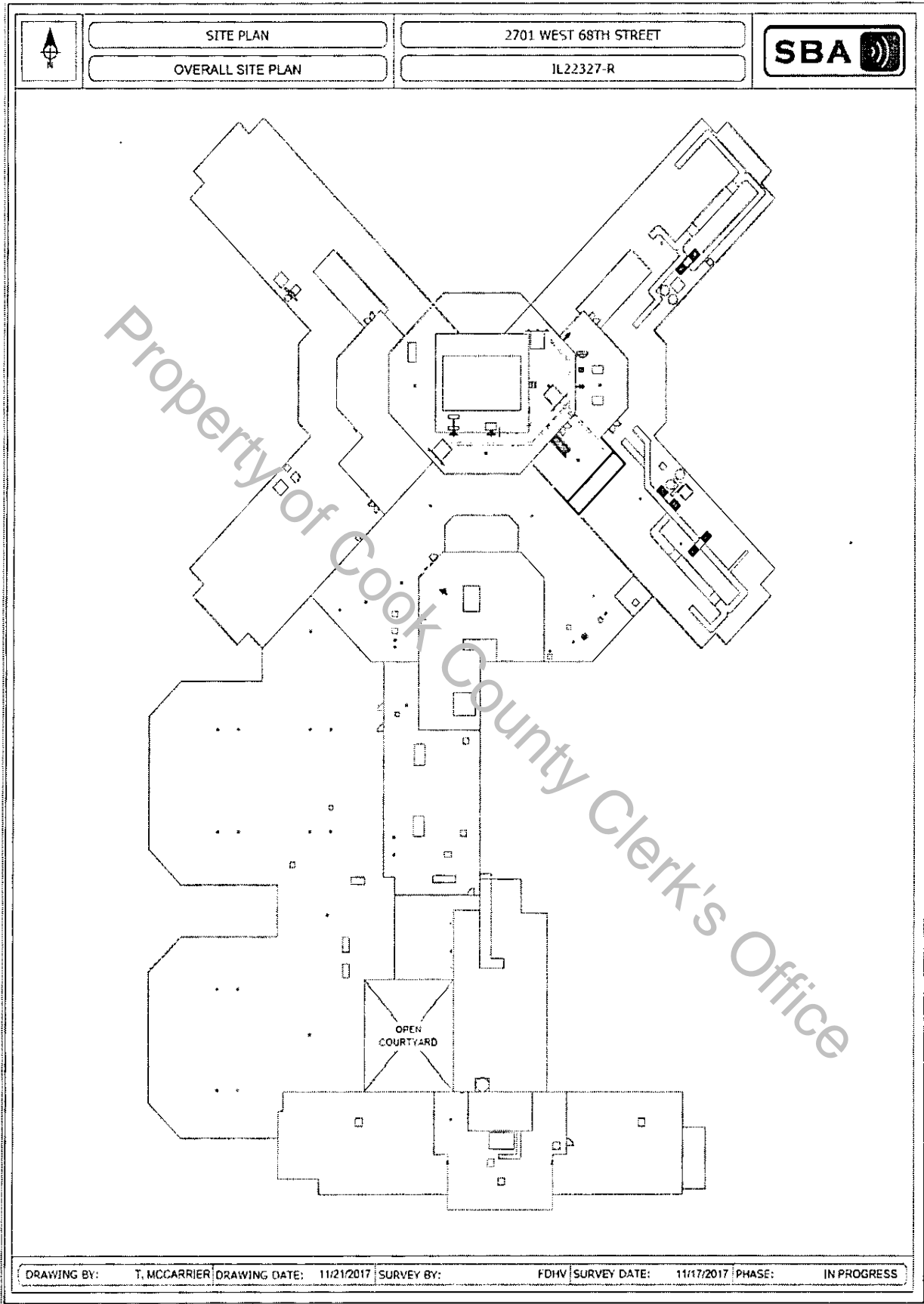
The entire rooftop area of the Building at an elevation of approximately thirty feet (30'-0") above ground level, together with the parapet wall, including the top surface and façade surfaces on all sides of the Building and parapet wall which could be mounted Systems or portions of Systems as contemplated in this Easement Agreement and depicted on Site Plan 1E shown on the following pages;

# UNOFFICIAL COPY

The entire rooftop area of the Building at elevations of approximately ninety-two feet (92'-0"), eighty-four feet (84'-0"), eighty feet (80'-0"), sixty-eight feet (68'-0") and fifty-four feet (54'-0") above ground level, together with the parapet walls, including the top surface and façade surfaces on all sides of the Building and all surfaces of the parapet walls upon which could be mounted Systems or portions of Systems as contemplated in this Easement Agreement and depicted on Site Plan 1F.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY



# UNOFFICIAL COPY

	SITE PLAN	2701 WEST 68TH STREET	<b>SBA</b>
	BUILDING ELEVATION - WEST	IL22327-R	

Property of Cook County Clerk's Office

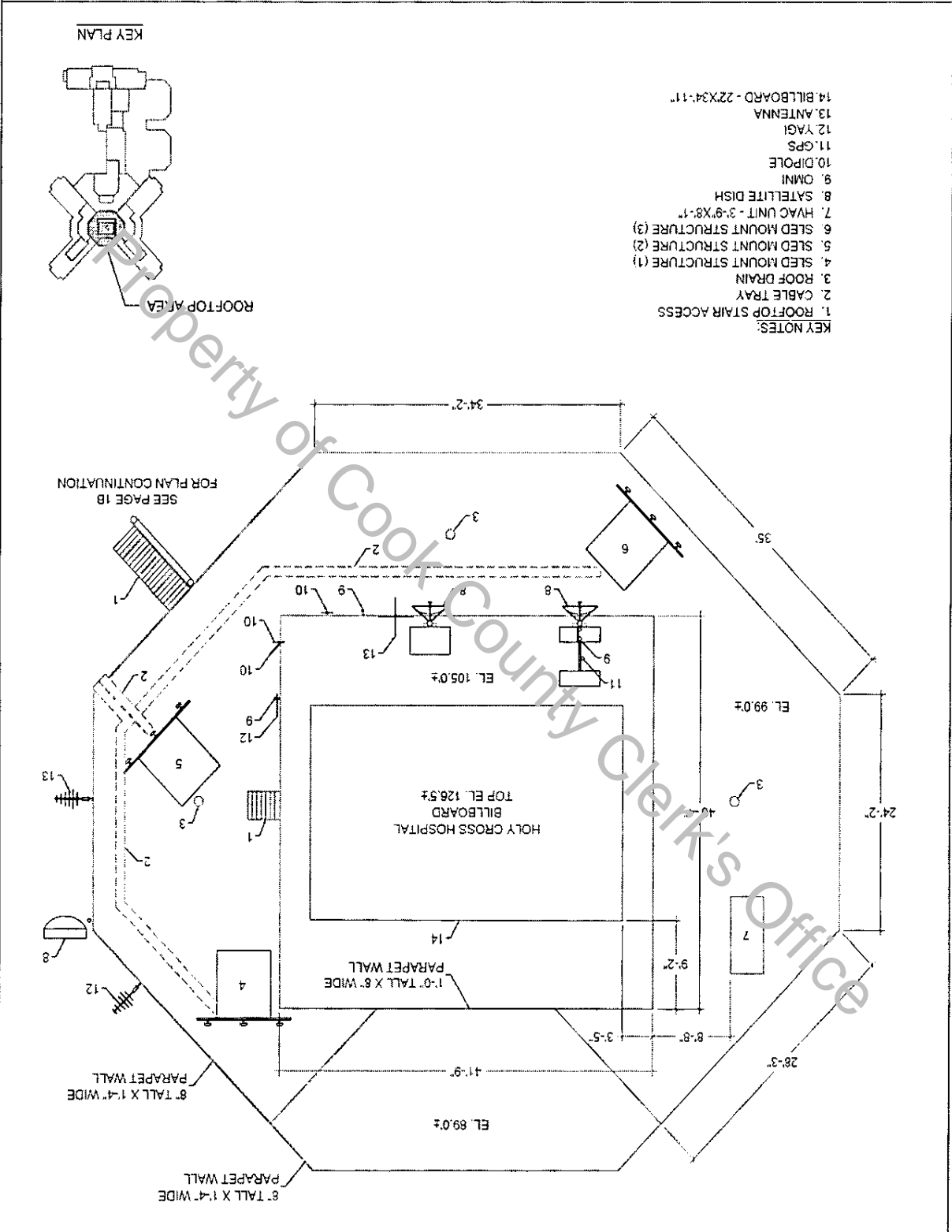
DRAWING BY: T. MCCARRIER	DRAWING DATE: 11/21/2017	SURVEY BY: FDHV	SURVEY DATE: 11/17/2017	PHASE: IN PROGRESS
--------------------------	--------------------------	-----------------	-------------------------	--------------------





# UNOFFICIAL COPY

ep\042618\DM\062218\DM\013119\ep Holy Cross L-AV4

DRAWING BY: T. MCCARRIER | DRAWING DATE: 11/21/2017 | SURVEY BY: FDHV | SURVEY DATE: 11/17/2017 | PHASE: IN PROGRESS



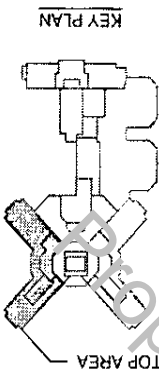
	2701 WEST 68TH STREET	SITE PLAN-1A	
	IL22327-R	SITE PLAN-1A	

# UNOFFICIAL COPY

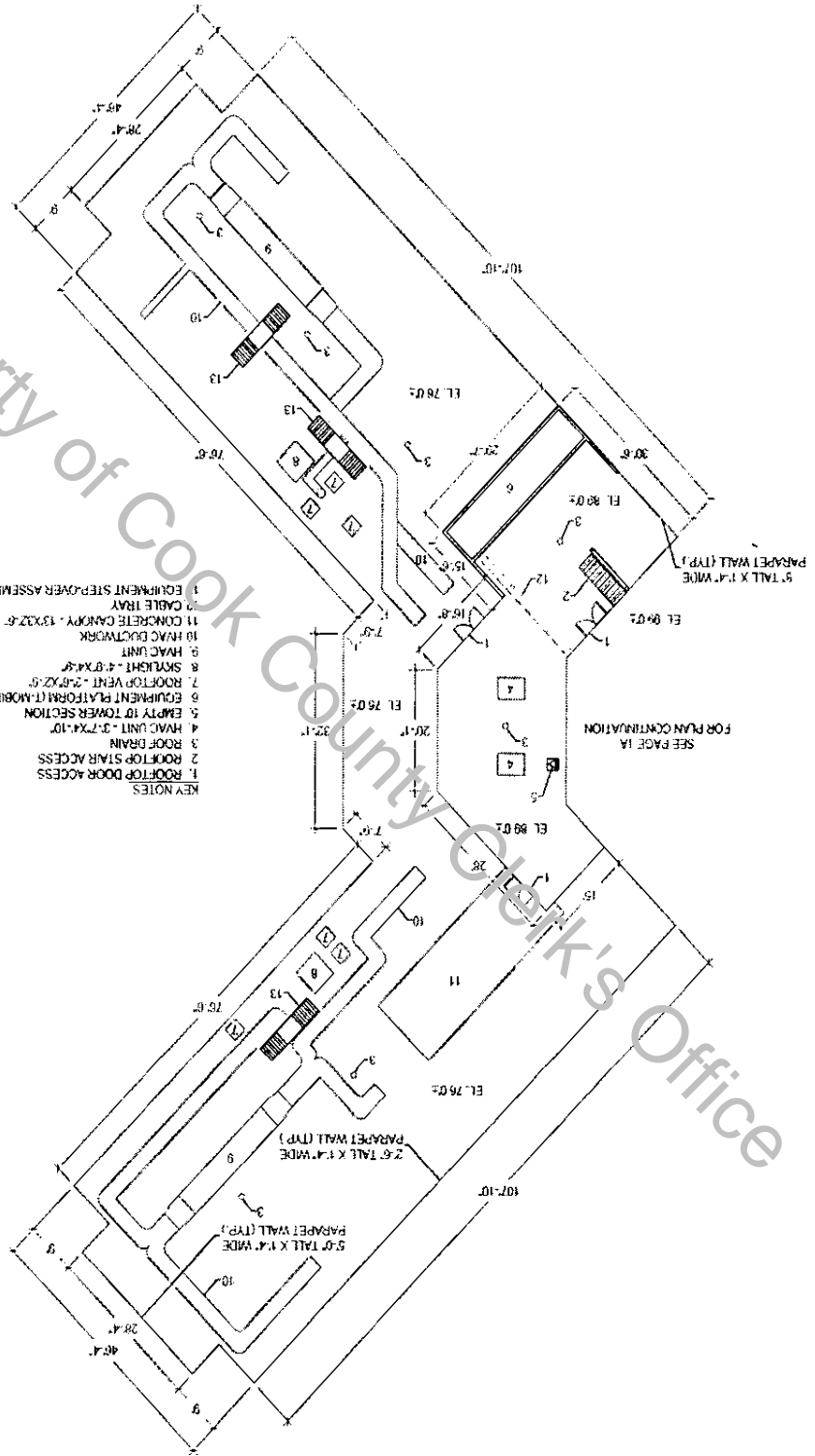
092211DM/1212/cd113017/  
W/ATMgd/Temp/EandA  
Q/B/2021457.2  
February 6, 2019

ep/042618/DM/062218/DM/013119/ep  
Holy Cross L-AV4

DRAWING BY: T. MCCARRIER | DRAWING DATE: 1/21/2017 | SURVEY BY: FDHV | SURVEY DATE: 1/11/2017 | PHASE: IN PROGRESS



- KEY NOTES
- 1. ROOFTOP DOOR ACCESS
  - 2. ROOFTOP STAIR ACCESS
  - 3. ROOF DRAIN
  - 4. HVAC UNIT - 3'-7"x4'-10"
  - 5. EMPTY 10' TOWER SECTION
  - 6. EQUIPMENT PLATFORM (MOBILE) - 7'-0"x9'-7"
  - 7. ROOFTOP VENT - 2'-0"x2'-0"
  - 8. SKYLIGHT - 4'-0"x4'-0"
  - 9. HVAC UNIT
  - 10. HVAC DUCTWORK
  - 11. CONCRETE CANOPY - 15'x22'-6"
  - 12. CABLE TRAY
  - 13. EQUIPMENT STEPPER ASSEMBLY - 15'x3'-8"



SEE PAGE 1A FOR PLAN CONTINUATION



2701 WEST 68TH STREET  
IL22327-R

SITE PLAN  
SITE PLAN-18

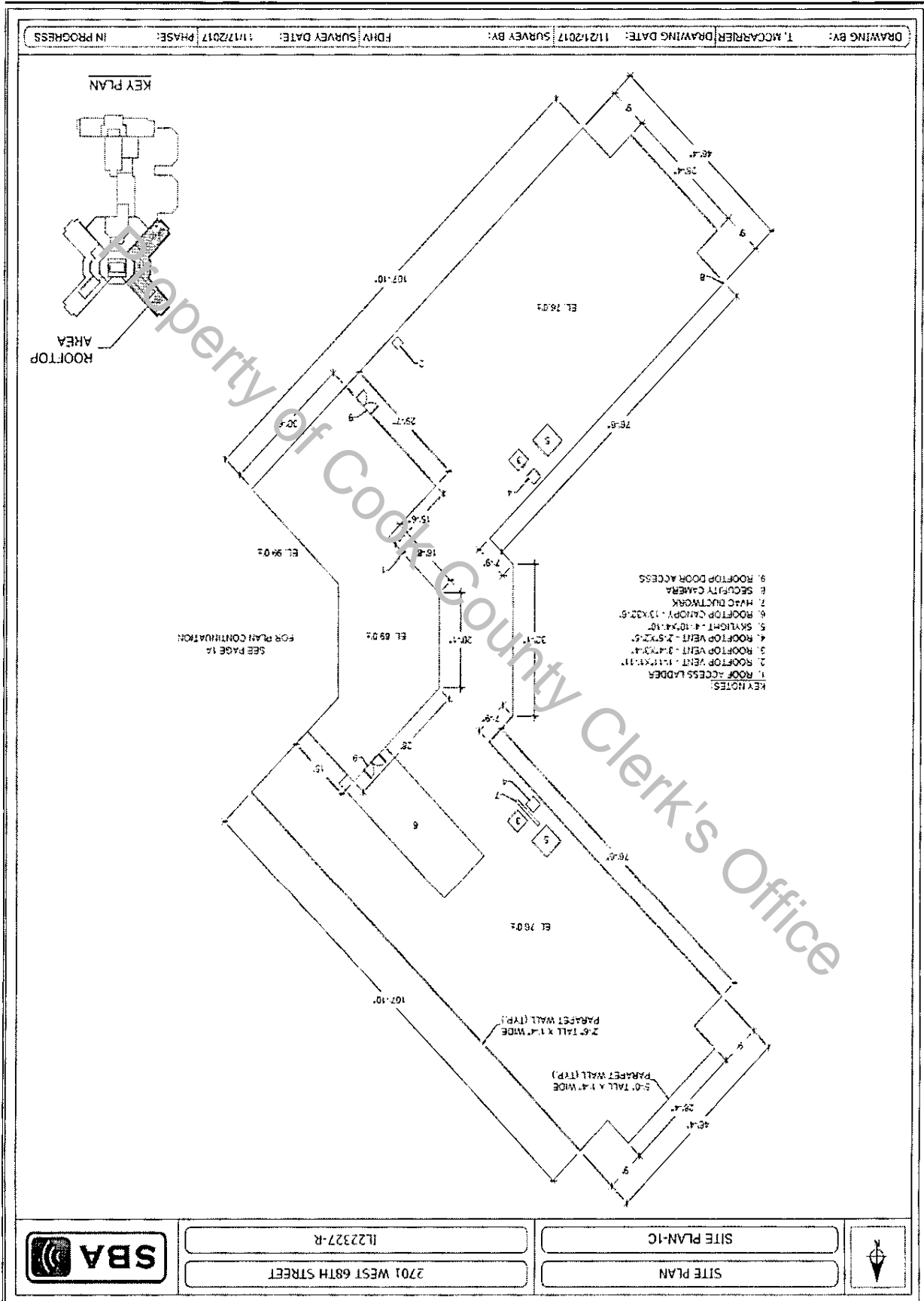


# UNOFFICIAL COPY

092211DM/1212/cd113017/  
W/ATMgd/Temp/EandA  
QB/S2021457.2  
February 6, 2019

ep/042618/DM/062218/DM/013119/ep  
Holy Cross L-AV4

11

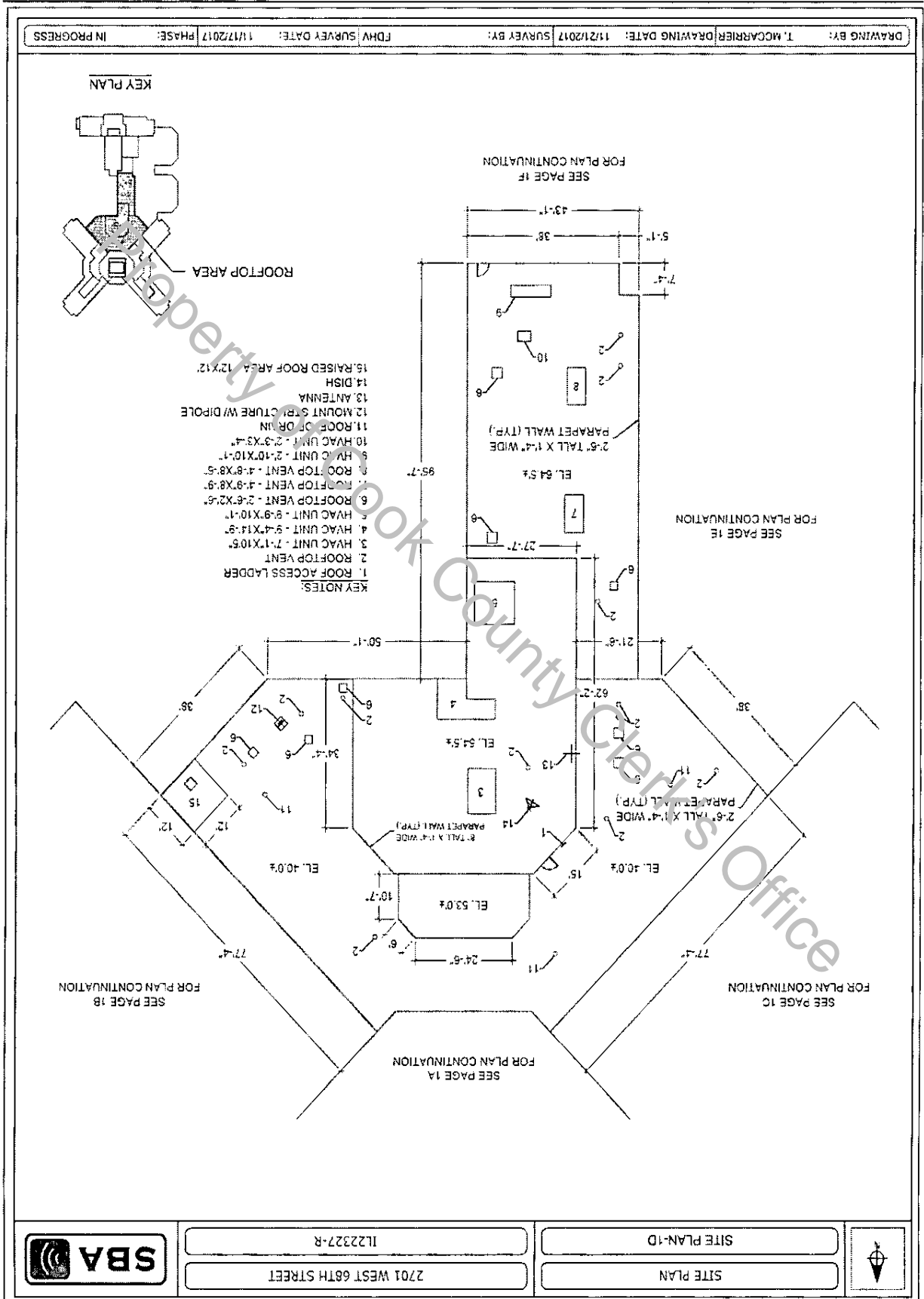


# UNOFFICIAL COPY

092211DM/1212/cd/13017/  
W/ATMgd/Temp/EandA  
QB/S2021457.2  
February 6, 2019

ep/042618/DM/062218/DM/013119/ep  
Holy Cross L-AV4

12

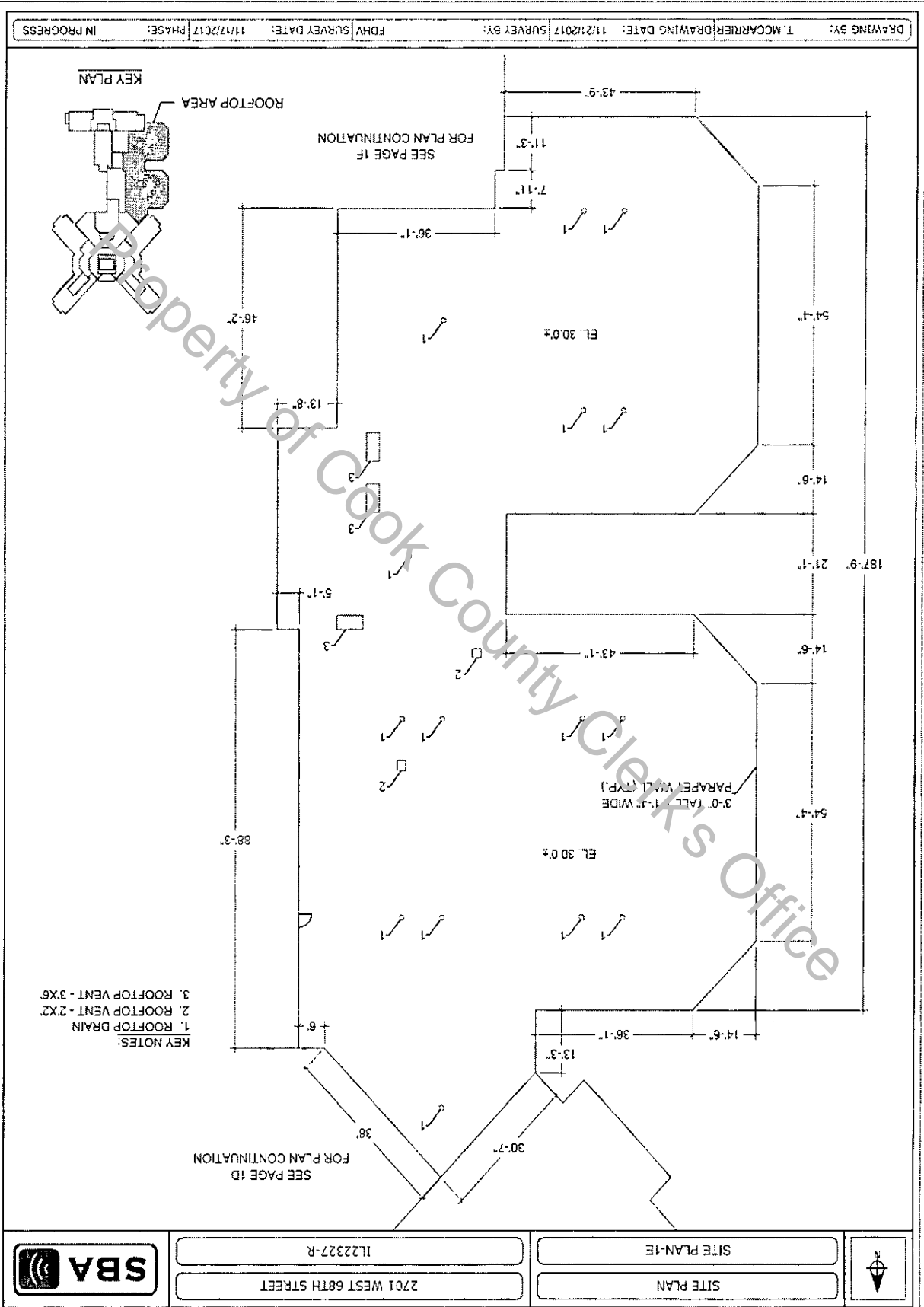


2701 WEST 60TH STREET  
IL22327-R

SITE PLAN  
SITE PLAN-ID



# UNOFFICIAL COPY



1122327-R

2701 WEST 68TH STREET

SITE PLAN-1E

SITE PLAN

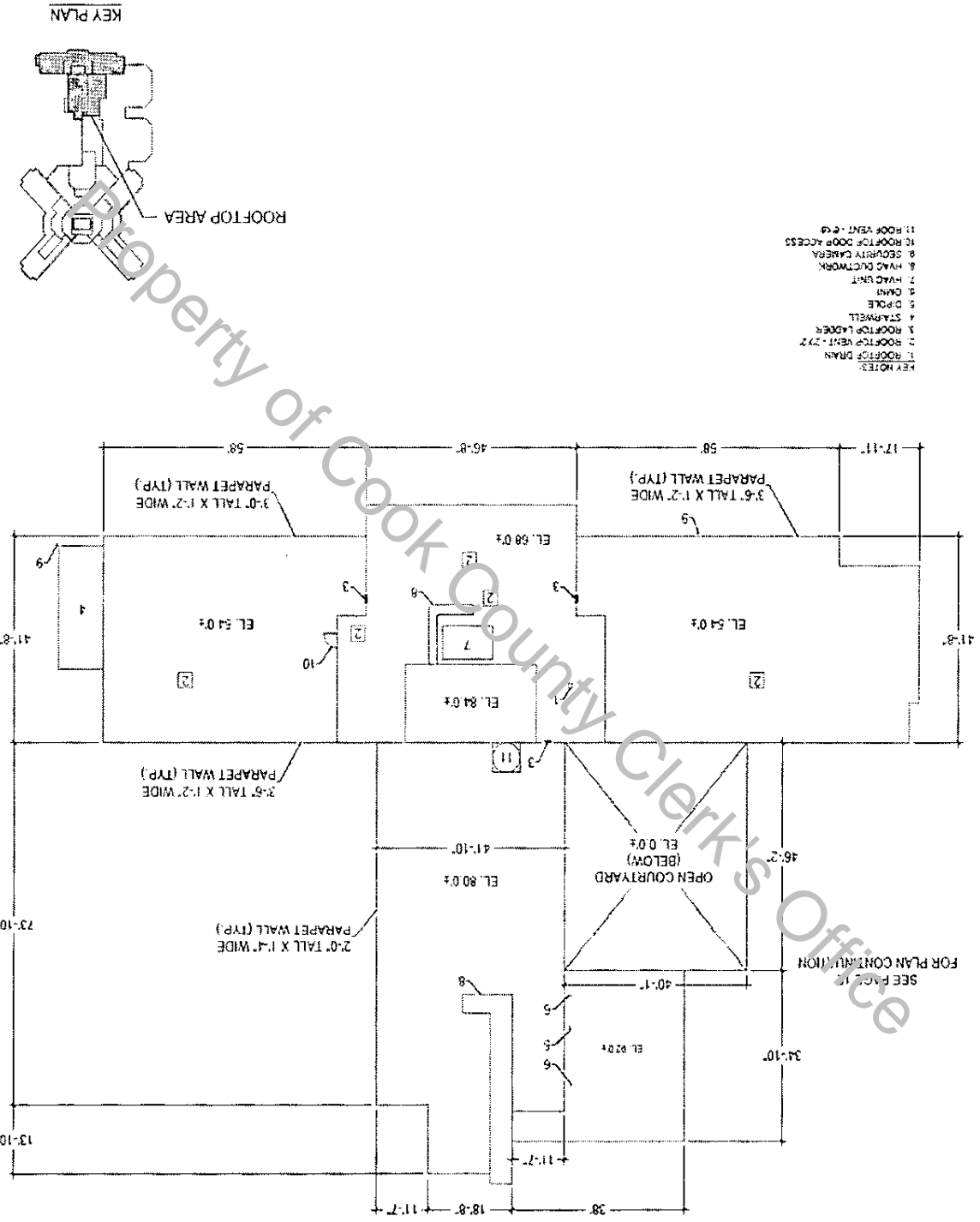


# UNOFFICIAL COPY

092211DM/11212/cd/113017/  
W/AA/TMGd/Temp/EandA  
Q/B/52021457.2  
February 6, 2019

ep/042618/DM/062218/DM/013119/ep  
Holy Cross L-AV4

DRAWING BY: T. MCCARRRHER | DRAWING DATE: 1/17/2017 | SURVEY BY: FD/HV | SURVEY DATE: 11/17/2017 | PHASE: IN PROGRESS



2701 WEST 68TH STREET  
1L22327-R

SITE PLAN  
SITE PLAN-1F



# UNOFFICIAL COPY

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof that has been approved by Site Owner, which approval shall not be unreasonably withheld.

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT 3 to Memorandum of Easement Agreement

### ACCESS AND UTILITY EASEMENTS

That portion of the Property substantially described as follows:

Non-exclusive rights of ingress and egress across the Property described in Exhibit 1 hereof, to and from the Communication Easement area described in Exhibit 2 hereof, providing access to a publicly dedicated roadway, including but not limited to West 68<sup>th</sup> Street (hereinafter the "Access Easement"), subject to the terms and conditions of the Easement Agreement and any applicable requirements of the Regulatory Authorities;

A non-exclusive easement to use a reasonable portion of the building risers, conduits, shafts, raceways existing in the Property as of the Effective Date to connect the telecommunications equipment located by SBAM in the Communication Easement Area as is necessary to install wiring, electronic equipment and other personal property, and to support and maintain the Systems (hereinafter the "Utility Easement") subject to and in accordance with the terms and conditions of the Easement Agreement and any applicable requirements of the Regulatory Authorities, along with the right to use said Access Easement and Utility Easement for the installation, repair, maintenance and removal of utilities providing service to the Communication Easement area and the Systems installed therein, and any reasonably related activities and uses, subject to and in accordance with the terms of the Easement Agreement and any applicable requirements of the Regulatory Authorities.

Site Owner herein agrees that this legal description and drawing may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof that has been approved by Site Owner, which approval shall not be unreasonably withheld.



# UNOFFICIAL COPY

**EXHIBIT 4**  
**to Memorandum of Easement Agreement**

**EXISTING AGREEMENTS**

That Rooftop Lease with Option dated October 7, 2002 by and between Holy Cross Hospital, an Illinois non-profit corporation ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company, predecessor in interest to Voicestream Gsm 1 Operating Company, LLC, a Delaware limited liability company ("Tenant"), as amended or assigned from time to time.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## GRANTOR/GRANTEE AFFIDAVIT: STATEMENT BY GRANTOR AND GRANTEE

AS REQUIRED BY §55 ILCS 5/3-5020 (from Ch. 34, par. 3-5020)

### GRANTOR SECTION

The **GRANTOR** or her/his agent, affirms that, to the best of her/his knowledge, the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (**ABI**) in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or another entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

DATED: 04 | 05 | 2019

SIGNATURE: [Signature]  
GRANTOR or AGENT

### GRANTOR NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTOR signature.

Subscribed and sworn to before me, Name of Notary Public:

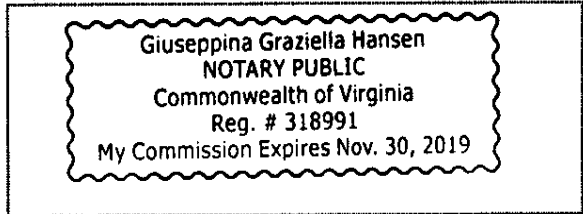
Giuseppina Graziella Hansen

By the said (Name of Grantor): Unity Cross Hospital

On this date of: 04 | 05 | 2019

NOTARY SIGNATURE: Giuseppina Graziella Hansen  
*doe see*

#### AFFIX NOTARY STAMP BELOW



### GRANTEE SECTION

The **GRANTEE** or her/his agent affirms and verifies that the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (**ABI**) in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

DATED: 04 | 05 | 2019

SIGNATURE: [Signature]  
GRANTEE or AGENT

### GRANTEE NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTEE signature.

Subscribed and sworn to before me, Name of Notary Public:

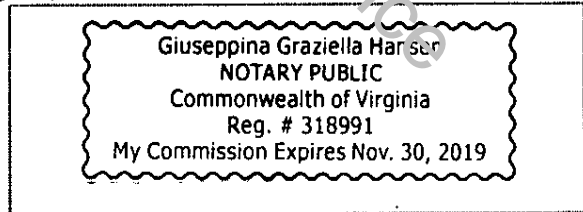
Giuseppina Graziella Hansen

By the said (Name of Grantee): SBA Site Management, LLC

On this date of: 04 | 05 | 2019

NOTARY SIGNATURE: Giuseppina Graziella Hansen  
*doe see*

#### AFFIX NOTARY STAMP BELOW



### CRIMINAL LIABILITY NOTICE

Pursuant to Section 55 ILCS 5/3-5020(b)(2), Any person who knowingly submits a false statement concerning the identity of a **GRANTEE** shall be guilty of a **CLASS C MISDEMEANOR** for the **FIRST OFFENSE**, and of a **CLASS A MISDEMEANOR**, for subsequent offenses.

(Attach to **DEED** or **ABI** to be recorded in Cook County, Illinois if exempt under provisions of the **Illinois Real Estate Transfer Act: (35 ILCS 200/Art. 31)**)