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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/11/2019 12:48 PM PG: 1 OF 7

**Recording Requested By:**

Amanda E. Moniz

**When Recorded Return To:**

Solidifi Title & Closing, LLC  
Attn: Amanda E. Moniz, Policy/Recording  
88 Silva Lane, Suite 210  
Middletown, RI 02842

STATE OF ILLINOIS  
COUNTY OF COOK

Tax Parcel ID: 25-21-203-001

## MEMORANDUM OF LEASE PURCHASE AGREEMENT

between

Roseland Community Hospital Title Holding Corporation, an Illinois Nonprofit

and

Landmark Infrastructure Holding Company LLC, a Delaware limited liability company

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## MEMORANDUM OF LEASE PURCHASE AGREEMENT

THIS MEMORANDUM OF LEASE PURCHASE AGREEMENT (this "Memorandum") is made as of April 30, 2019 between **ROSELAND COMMUNITY HOSPITAL TITLE HOLDING CORPORATION**, an Illinois Nonprofit corporation ("Landlord"), and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("Landmark").

WHEREAS, Landlord owns certain real property located at: 45 W. 111<sup>th</sup> Street, Chicago, Illinois 60628-4200 ("Property"); and more particularly described in Exhibit A attached hereto; and

WHEREAS, Landlord leases to T-Mobile USA ("Tenant"), a certain portion of the Property described in Exhibit B attached hereto (the "Leased Premises"), pursuant to that certain lease dated as of August 24, 2004 and more particularly described on Exhibit C attached hereto (as amended, the "Lease")

WHEREAS, Landlord and Landmark are parties to a Lease Purchase Agreement dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to Landmark its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of Landmark's rights under the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and agree as follows:

1. Subject to the terms and conditions set forth in the Agreement, Landlord has sold and assigned all of its right, title and interest in and to the Lease and the Leased Premises to Landmark for a term of thirty-five (35) years commencing on June 12, 2004 and terminating on June 11, 2029 (the "Termination Date"). Landlord shall retain certain obligations and liabilities of lessor under the Lease pursuant to the terms of the Agreement. The Lease expires by its terms on or about June 11, 2009 and contains one (1) option(s) to renew or extend the term for an additional period of five (5) years each.
2. Commencing upon the termination or expiration of the Lease and extending until the Termination Date, Landlord hereby leases the Leased Premises to Landmark.
3. This Memorandum is solely for the purpose of providing constructive notice of the Agreement. In the event of a conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. This Memorandum has been duly executed by the undersigned as of the date first written above.

(SIGNATURES ON FOLLOWING PAGE)

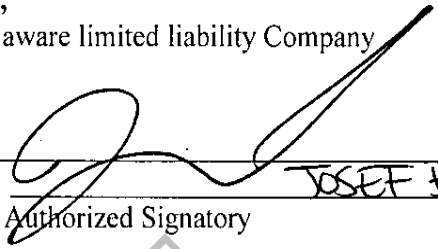


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IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

LANDMARK:

**LANDMARK INFRASTRUCTURE HOLDING COMPANY  
LLC,**  
a Delaware limited liability Company

By:   
Name: JOSEF BOBEK  
Title: Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

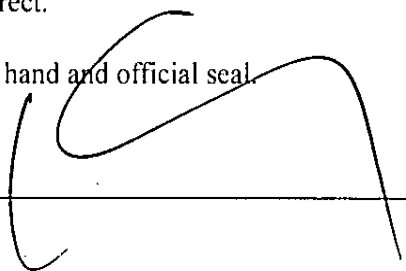
State of California

County of Los Angeles

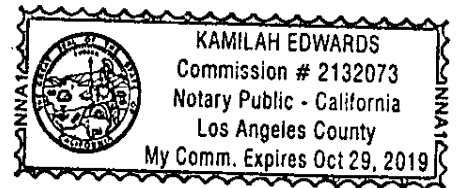
On March 27, 2019 before me, Kamilah Edwards, Notary Public (here insert name and title of officer), personally appeared JOSEF BOBEK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature 

(Seal)



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## EXHIBIT A

### LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Cook, City of Chicago, State of Illinois, and is described as follows:

#### Tract I

Lots 14 through 20 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, recorded June 2, 1913 per Document 5197314, in Cook County, Illinois.

#### Tract II

Vacated alleys per Ordinance dated December 12, 2003 and recorded January 5, 2004, as Instrument 0400532068.

Parcel ID # 25-21-203-001

Tract I being a portion of the same property conveyed to Roseland Community Hospital Title Holding Corporation, an Illinois Nonprofit Corporation, from Roseland Community Hospital Association, an Illinois Nonprofit Corporation, by Warranty Deed dated October 4, 2011 and recorded October 11, 2011, as Instrument 1128429036.

Tract II being a portion of the same property conveyed to Roseland Community Hospital Association, an Illinois Not-For-Profit Corporation, from The City of Chicago, by Ordinance dated December 12, 2003 and recorded January 5, 2004, as Instrument 0400532068.

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## EXHIBIT B

### LEASED PREMISES

#### **ROOFTOP AREA**

THAT PART OF THE ROOFTOP OF AN EXISTING BUILDING, LOCATED WITHIN THAT PART OF LOTS 14 AND 15 IN VAN DER SYDE'S SUBDIVISION OF BLOCK 1 IN FIRST ADDITION TO PULLMAN, IN SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 20 IN SAID VAN DER SYDE'S SUBDIVISION; THENCE NORTH  $88^{\circ}33'22''$  EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 111TH STREET 147.71 FEET; THENCE SOUTH  $1^{\circ}21'38''$  EAST, 75.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $88^{\circ}32'36''$  EAST, 10.00 FEET; THENCE SOUTH  $1^{\circ}27'24''$  EAST, 20.00 FEET; THENCE SOUTH  $88^{\circ}32'36''$  WEST, 10.00 FEET; THENCE NORTH  $1^{\circ}27'24''$  WEST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 200 SQUARE FEET (0.005 ACRES), MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, ON OVER, UNDER AND ACROSS THE ROOFTOP AND BUILDING LOCATED ON THE PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT A FOR THE PURPOSES OF ACCESS FOR THE CONSTRUCTION, INSTALLATION, OPERATION, REMOVAL, MAINTENANCE, REPAIR OR REPLACEMENT OF RELATED FACILITIES, TOWER AND BASE ANTENNAS, MICROWAVE DISHES, GLOBAL POSITIONING SYSTEM ANTENNAS, EQUIPMENT SHELTERS AND/OR CABINETS AND RELATED ACTIVITIES TOGETHER WITH THE SPACE REQUIRES FOR PLACEMENT AND DISTRIBUTION OF ELECTRICAL WIRES AND RELEASED FACILITIES TO SERVICE THE EQUIPMENT DESCRIBED HEREIN.

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EXHIBIT C  
LEASE DESCRIPTION

That certain Rooftop Lease with Option dated August 24, 2004, by and between Roseland Community Hospital Association ("Lessor") and T-Mobile USA, LLC successors in interest to Voicestream GSM I Operating Company, a Delaware Limited Liability Corporation ("Lessee"), for the property located at 45 W. 111<sup>th</sup> Street, Chicago, Illinois 60628-4200.

Property of Cook County Clerk's Office  
COOK COUNTY  
RECORDER OF DEEDS