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Karen A. Yarbrough
Cook County Clerk
Date: 04/13/2022 03:36 PM Pg: 1 of 7

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Matthew Eaton, Esq.
ATC Site No: 303989
ATC Site Name: Arlington Heights
Assessor's Parcel No(s): 03-23-300-083-8002

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: _____
State of Illinois
County of Cook

MEMORANDUM OF LEASE

This Memorandum of Lease (the "*Memorandum*") is entered into on the 20th day of March, 2022 by and between Arlington Heights Park District, an Illinois park district and unit of local government, ("*Landlord*") and American Tower Asset Sub II, LLC, a Delaware limited liability company ("*Tenant*").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

- Parent Parcel and Lease.** Landlord (or its predecessor-in-interest) and SBC Tower Holdings LLC (or its predecessor-in-interest) (the "*Primary Parcel Lessee*") entered into that certain Site Agreement No. 224 dated June 25, 1992 (as the same may have been amended, collectively, the "*Primary Parcel Lease*"), pursuant to which the Primary Parcel Lessee leases a portion of the Parent Parcel (as defined in the Primary Parcel Lease) and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Primary Parcel Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "*Primary Parcel Area*").
- American Tower.** Tenant and the Primary Parcel Lessee entered into that certain Sublease Agreement (the "*Sublease*") dated December 14, 2000, as the same may have been amended, whereby Tenant has subleased a portion of the Primary Parcel Area and said easements from the Primary Parcel Lessee. Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated April 5, 2001 (as the same may have been amended, collectively, the "*Lease*"), whereby Landlord consented to the Sublease and pursuant to which Tenant leases a portion of the Parent Parcel adjacent to the Primary Parcel Area and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "*Annex Parcel Area*"), which Annex Parcel Area is also described on **Exhibit A**.
- Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Primary Parcel Lease, the final expiration date of the Lease would be June 30, 2052. Notwithstanding the foregoing, in no event shall Tenant be required to

Site No: 303989
Site Name: Arlington Heights

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exercise any option to renew the term of the Primary Parcel Lease.

4. **Annex Parcel Area Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Annex Parcel Area to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Annex Parcel Area set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Arlington Heights Park District, Attn.: Executive Director, 410 N. Arlington Heights Rd, Arlington Heights, IL 60004; to Tenant at: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Annexed Parcel Area is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

Arlington Heights Park District,
an Illinois park district and unit of local government

Signature: [Handwritten Signature]
Print Name: Maryfran H. Leno
Title: President
Date: _____

Signature: [Handwritten Signature]
Print Name: Carrie A. Fullerton
Signature: [Handwritten Signature]
Print Name: Benjamin Rea

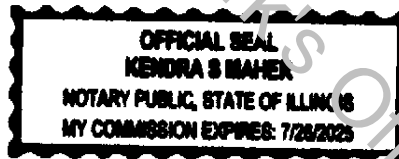
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of IL
County of Cook

On this 9th day of November, 2021, before me, the undersigned Notary Public, personally appeared Maryfran H. Leno, 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]
Notary Public
Print Name: Kendra S. Maher
My commission expires: 7/26/2025



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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TENANT

2 WITNESSES

American Tower Asset Sub II, LLC,
a Delaware limited liability company,

Signature: *Carol Maxime*
Print Name: Carol Maxime

Title: _____
Date: Senior Counsel, US Tower

3/20/2022

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 20th day of March, 2022, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior Counsel, US Tower, 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Renee Byrd
Notary Public

Print Name: _____
My commission expires: _____



RENEE BYRD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 27, 2023

[SEAL]

15/10/2022

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EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

PARCEL1:
THE SOUTH 226.86 FEET OF LOT 2 IN CHERNEY'S INDUSTRIAL SUBDIVISION OF PART OF LOT "A" OF KIRCHOFFS SUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 10 AND SECTION 11, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 17082034 ON DECEMBER 5, 1957, IN COOK COUNTY, ILLINOIS.

PARCEL2:
ALL THAT PART OF VACATED EAST FAIRVIEW STREET LYING SOUTH AND ADJACENT TO PARCEL 1.

PARCEL3:
THE NORTH 111.00 FEET OF THE FOLLOWING DESCRIBED PARCEL: THAT PART OF LOT "A" OF KIRCHOFF'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE NORTH 10 CHAINS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A TRACT OF LAND 10 CHAINS WIDE FROM NORTH TO SOUTH AND 20.17 CHAINS EAST TO WEST, CONTAINING 20.17 ACRES; THE FOLLOWING IN SECTION 33, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE SOUTH HALF OF THE SOUTHWEST QUARTER, THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER THAT LIES SOUTH OF THE CHICAGO AND NORTHWESTERN RAILWAY, THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER THAT LIES SOUTH OF THE CHICAGO AND NORTHWESTERN RAILWAY, AND THE WEST 14 AND 1/2 ACRES OF THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER THAT LIES SOUTH OF THE CHICAGO AND NORTHWESTERN RAILWAY, WHICH LIES NORTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT "A" WHICH IS 1315.34 FEET SOUTH OF THE NORTHWEST CORNER THEREOF TO A POINT ON THE EAST LINE OF SAID LOT "A" WHICH IS 931.07 FEET SOUTH OF THE NORTHEAST CORNER THEREOF (EXCEPT THE WEST 548.00 FEET THEREOF) WHICH LIES SOUTH OF THE EAST AND WEST QUARTER LINE OF SECTION 33, IN COOK COUNTY, ILLINOIS.

PARCEL4:
NON-EXCLUSIVE PERPETUAL ACCESS EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 AFORESAID, FOR INGRESS AND EGRESS OVER THE DRIVEWAY LOCATED ON PROPERTY NORTH OF AND ADJOINING SUBJECT LAND, AS CREATED BY AND SET FORTH IN THE DEED FROM MCLEAN MANUFACTURING COMPANY, INC., TO SCOTT MILLER AND GARY MILLER RECORDED JULY 1, 1998 AS DOCUMENT 98564500. AND BEING THE SAME PROPERTY CONVEYED TO ARLINGTON HEIGHTS PARK DISTRICT FROM SCOTT A. MILLER BY WARRANTY DEED DATED MAY 26, 2010 AND RECORDED MAY 27, 2011 IN INSTRUMENT NO. 1114710028.

BEING SITUATED IN COOK COUNTY, ILLINOIS; KNOWN AS TAX PARCEL NOS. 03-33-300-074, 03-33-300-079, 03-33-300-083-8001, 03-33-300-083-8002

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Exhibit A (Continued)

ANNEX PARCEL AREA

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Annex Parcel Area consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

THAT PART OF LOT "A" OF KIRCHOFFS SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION TEN AND ELEVEN, TOWNSHIP FORTY-ONE NORTH, RANGE ELEVEN AND PARTS OF SECTION THIRTY-THREE, TOWNSHIP FORTY-TWO NORTH, RANGE ELEVEN, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1917 AS DOCUMENT NO. 6117296, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT "A" WITH A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT "A" WHICH IS 1315.34 FT. SOUTH OF THE NORTHWEST CORNER THEREOF, TO A POINT ON THE EAST LINE OF SAID LOT "A", WHICH IS 931.07 FT. SOUTH OF THE NORTHEAST CORNER THEREOF, HEREINAFTER DESCRIBED AS LINE "A"; THENCE NORTH 1°-18'-23" EAST ON THE EAST LINE OF SAID LOT "A", A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING OF THIS TRACT AND BEING THE NORTHEAST CORNER OF A TRACT DESCRIBED IN SITE AGREEMENT NO. 224, DATED JUNE 25, 1992 BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE FOR RAYMOND C. CALABRESE AND SOUTHWESTERN BELL MOBILE SYSTEMS, INC.; THENCE CONTINUING NORTH 1°-18'-23" EAST ON THE EAST LINE OF SAID LOT "A", A DISTANCE OF 35.0 FT. TO A POINT FOR A CORNER; THENCE NORTH 88°-35'-43" WEST A DISTANCE OF 40.0 FT. TO A POINT FOR A CORNER; THENCE SOUTH 1°-18'-23" WEST A DISTANCE OF 35.0 FT. TO A POINT FOR A CORNER AND ALSO BEING THE NORTHWEST CORNER OF THAT TRACT DESCRIBED IN SITE AGREEMENT NO. 224 ABOVE; THENCE SOUTH 88°-35'-43" EAST ALONG THE NORTH LINE OF THAT TRACT DESCRIBED IN SITE AGREEMENT NO. 224 ABOVE A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

THAT PART OF LOT "A" OF KIRCHOFFS SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS TEN AND ELEVEN, TOWNSHIP FORTY-ONE NORTH, RANGE ELEVEN AND PARTS OF SECTION THIRTY-THREE, TOWNSHIP FORTY-TWO NORTH, RANGE ELEVEN, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1917 AS DOCUMENT NO. 6117296 AND THAT PART OF LOT TWO IN CHERNEY'S INDUSTRIAL SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1957 AS DOCUMENT NO. 17082034, BOUNDED AND DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT "A" WITH A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT "A" WHICH IS 1315.34 FT. SOUTH OF THE NORTHWEST CORNER THEREOF TO A POINT ON THE EAST LINE OF SAID LOT "A" WHICH IS 931.07 FT. SOUTH OF THE NORTHEAST CORNER THEREOF, HEREINAFTER DESCRIBED AS LINE "A", THENCE NORTH 01°17'50" EAST ON THE EAST LINE OF SAID LOT "A", A DISTANCE OF 40.0 FT.; THENCE NORTH 89°36'16" WEST PARALLEL WITH SAID LOT "A", A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°36'16" WEST A DISTANCE OF 21.04 FT. TO A POINT OF CURVE, THENCE NORTHWESTERLY 39.23 FT. ON THE ARC OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.0 FT. WITH A CHORD DISTANCE OF 35.32 FT. AND CHORD BEARING OF NORTH 44°39'30" WEST, THENCE 00°17'50" EAST A DISTANCE OF 802.20 FT.; THENCE NORTH 28°38'38" EAST A DISTANCE OF 32.61 FT. TO A LINE 66.0 FT. SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT "A", SAID LINE BEING THE SOUTHERLY LINE OF DAVIS STREET; THENCE NORTH 59°07'20" WEST ON SAID SOUTHERLY PARALLEL LINE, A DISTANCE OF 18.01 FT.; THENCE SOUTH 28°38'39" WEST A DISTANCE OF 37.91 FT. TO A LINE 104.0 FT. WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT "A"; THENCE SOUTH 01°18'20" WEST ON SAID PARALLEL LINE A DISTANCE OF 806.75 FT. TO A POINT OF CURVE; THENCE SOUTHEASTERLY 87.47 FT. ON THE ARC OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 43.0 FT., CHORD DISTANCE OF 60.76 FT. WITH A CHORD BEARING OF SOUTH 44°37'58" EAST; THENCE SOUTH 89°36'16" EAST A DISTANCE OF 21.07 FT.; THENCE NORTH 00°17'50" EAST A DISTANCE OF 18.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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