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Doc#: 2213207269 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/12/2022 02:37 PM Pg: 1 of 9

Upon Recording, Return to:

DISH Wireless L.L.C.
Attention: Lease Administration
5701 S. Santa Fe Dr.
Littleton, CO 80120
Re: CHCHI00893A

(Space above for Recorder's Office)

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement ("**Memorandum**") made this 28th day of Feb 2022 by and between WABB5 Clark, L.L.C., a Colorado limited liability company ("**Landlord**"), having a place of business at 1305 Wiley Road, Suite 106, Schaumburg, Illinois 60173, and DISH Wireless L.L.C., a Colorado limited liability company ("**Tenant**"), having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112. Tenant and Landlord are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**". This Memorandum is summarized as follows:

1. Tenant and Landlord entered into a Site Lease Agreement ("**Agreement**") with an effective date of Feb 28 2022 for the purpose of installation, operation, maintenance, and management of a wireless communications facility. All of the foregoing, in addition to the provisions set forth in the Agreement between the Parties, are incorporated by reference and made a part herein.
2. Landlord owns certain real property located at 1936 N. Clark, Chicago, Illinois 60614 being more particularly described in **Exhibit A** attached hereto and made a part herein (the "**Property**").
3. Landlord has leased to Tenant and Tenant has leased from Landlord, space for Tenant's equipment installation on the Property, as described or depicted in **Exhibit B**, attached hereto and made a part herein (the "**Premises**"), that includes certain right of way grants of easements for access and utilities as provided in the Agreement (which may or may not be described or depicted in Exhibit B) which easements are in effect, or may be acquired, or granted, throughout the term of the Agreement as renewed or extended

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subject to the terms and conditions as set forth in the Agreement.

4. The Agreement has an initial term of sixty (60) months, commencing on the Commencement Date, as set forth in the Agreement. Following expiration of the initial term and provided Tenant is not then in default of the Agreement beyond the applicable cure period, the term of the Agreement shall automatically renew for up to four (4) additional terms of sixty (60) months each, unless Tenant elects not to renew this Agreement at the end of the then-current Initial Term or Renewal Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current term, or Landlord elects not to renew this Agreement at the end of the third Renewal Term by giving Tenant written Notice at least ninety (90) days prior to the end of the third Renewal Term.
5. During the initial term and all renewal terms of the Agreement, Tenant shall have a right of first refusal in the event the Landlord wishes to sell or transfer its rights in all or any portion of the Premises or Landlord's right to receive the Rent (and other payments) derived from the Premises under the Agreement.
6. Duplicate copies of the original of the Agreement are in the possession of the Landlord and Tenant at the addresses set forth above and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.
7. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum of Site Lease Agreement is to give record notice of the Agreement; it being distinctly understood and agreed that said Agreement constitutes the entire agreement between Landlord and Tenant with respect to the Premises and is hereby incorporated by reference. The Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. The rights and obligations set forth in the Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

[Reminder of page intentionally left blank. Signature page follows.]

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IN WITNESS WHEREOFF, the Parties have executed this Memorandum of Site Lease Agreement as of the day and year first written above.

LANDLORD:

TENANT:

WABBB Clark, L.L.C.


DISH WIRELESS L.L.C.

By: _____

Name: _____

Its: _____

Date: _____

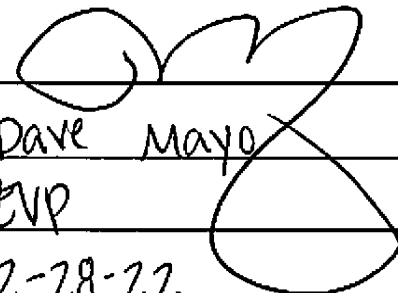

Paul Barry
Manager
2/17/22

By: _____

Name: _____

Its: _____

Date: _____


Dave Mayo
EVP
2-28-22

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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LANDLORD'S ACKNOWLEDGMENT

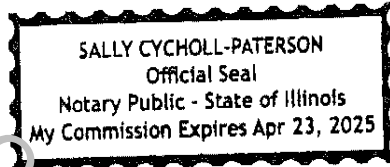
STATE OF Illinois)
) SS:
COUNTY OF Cook)

On this 17 day of February, 2022, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared Paul Barry (person/company) to me known to be the identical person who executed the within and foregoing instrument as its _____ (title), and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said **WABBB Clark, L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Sally Cycholl-Paterson
Notary Public

My Commission Expires: 4/23/25
Commission No: _____

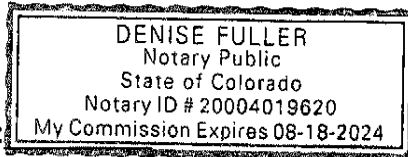


TENANT'S ACKNOWLEDGMENT

STATE OF Colorado)
) SS:
COUNTY OF Arapahoe)

On this 28th day of Feb., 2022, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared Dave Mayo of **DISH Wireless L.L.C.** to me known to be the identical person who executed the within and foregoing instrument as its EV (title), and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said **DISH Wireless L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



My Commission Expires: _____
Commission No: _____

[Signature]
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Property Address: 1936 North Clark Street, Chicago, IL 60614

Parcel Identification Numbers: 14-33-404-001 and 14-33-404-002

Legal Description of Property:

PARCEL 1:

Lots 10, 11 and 12 in Schardin's Subdivision of Block 37 in Canal Trustee Subdivision of the North 1/2 and the North 1/2 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lot 1 in the Subdivision of Lots 13 to 23 inclusive in Schardin's Subdivision of Block 37 aforesaid, in Cook County, Illinois.

PARCEL 3:

Lots 1, 2, 3 and 4 (except the South 16 feet of said Lot 4 dedicated for alley) in Subdivision of Lots 29 to 34, both inclusive in Schardin's subdivision of Block 37 aforesaid in Cook County.

PARCEL 4:

All of the East and West 16 foot public alley and all that part of the Northerly and Southerly 16 foot public alley lying South of Lot 8 and Westerly of Lots 10 to 13 inclusive of Subdivision of Block 37 in Canal Trustee Subdivision of the North 1/2 and the North 1/2 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, lying North of Lot 1 and Easterly of Lots 1 to 4 inclusive lying North of a line 16 feet North of and parallel to the South line of said Lot 4 produced East 17 feet more or less, in the Subdivision of Lots 29 to 34 inclusive in Subdivision of Block 37 in Canal Trustee Subdivision aforementioned, as shown on the plat attached to the ordinance vacating said alley passed by the City Council of the City of Chicago on March 31, 1923, in Cook County, Illinois.

PARCEL 5:

Lot 5 (except that part taken for Ogden Avenue) and Lots 6, 7, 8 and 9 in Block 37 of Canal Trustee Subdivision of the North 1/2 and the North 1/2 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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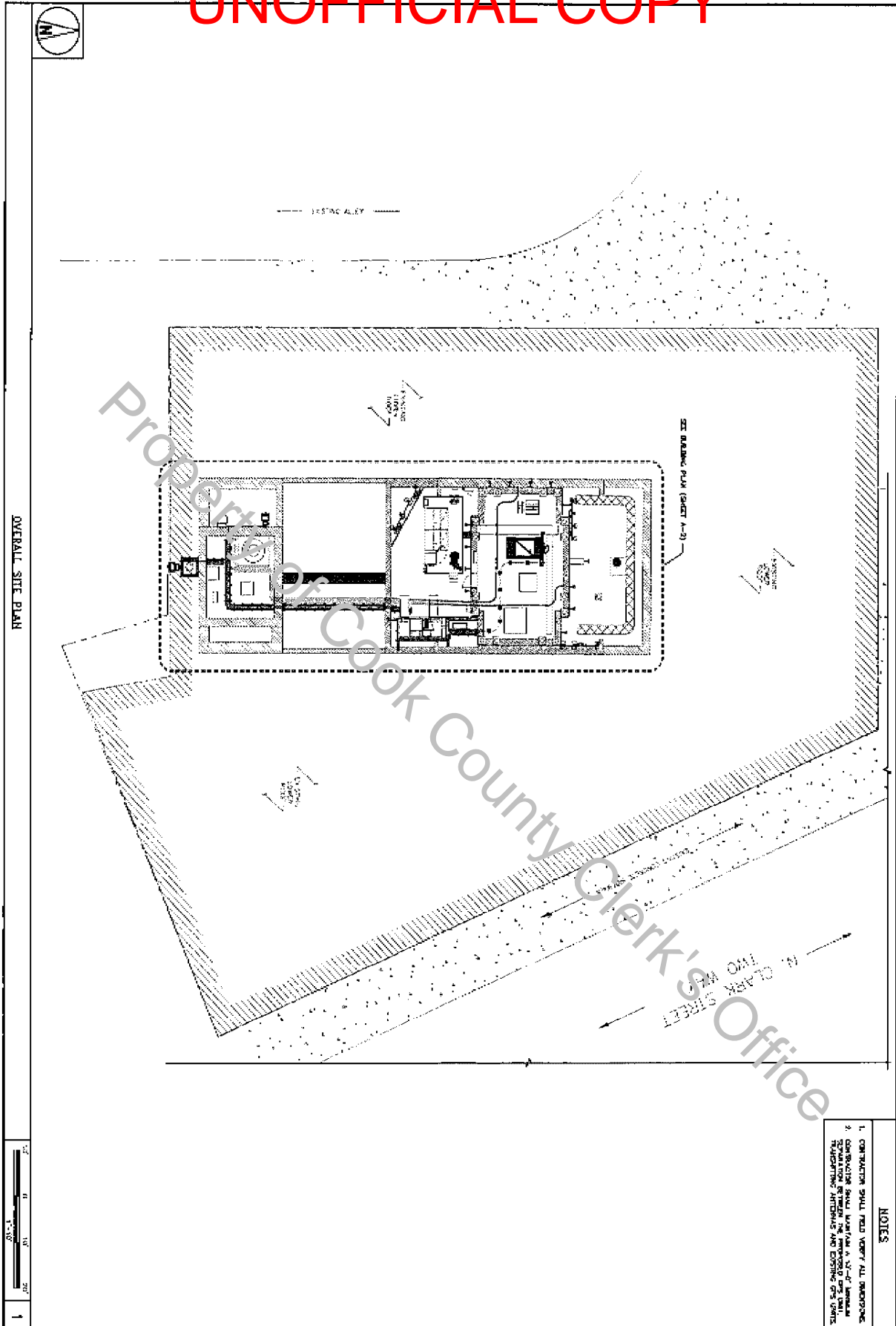
EXHIBIT B

THE PREMISES

[Please See Attached]

Property of Cook County Clerk's Office

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OVERALL SITE PLAN

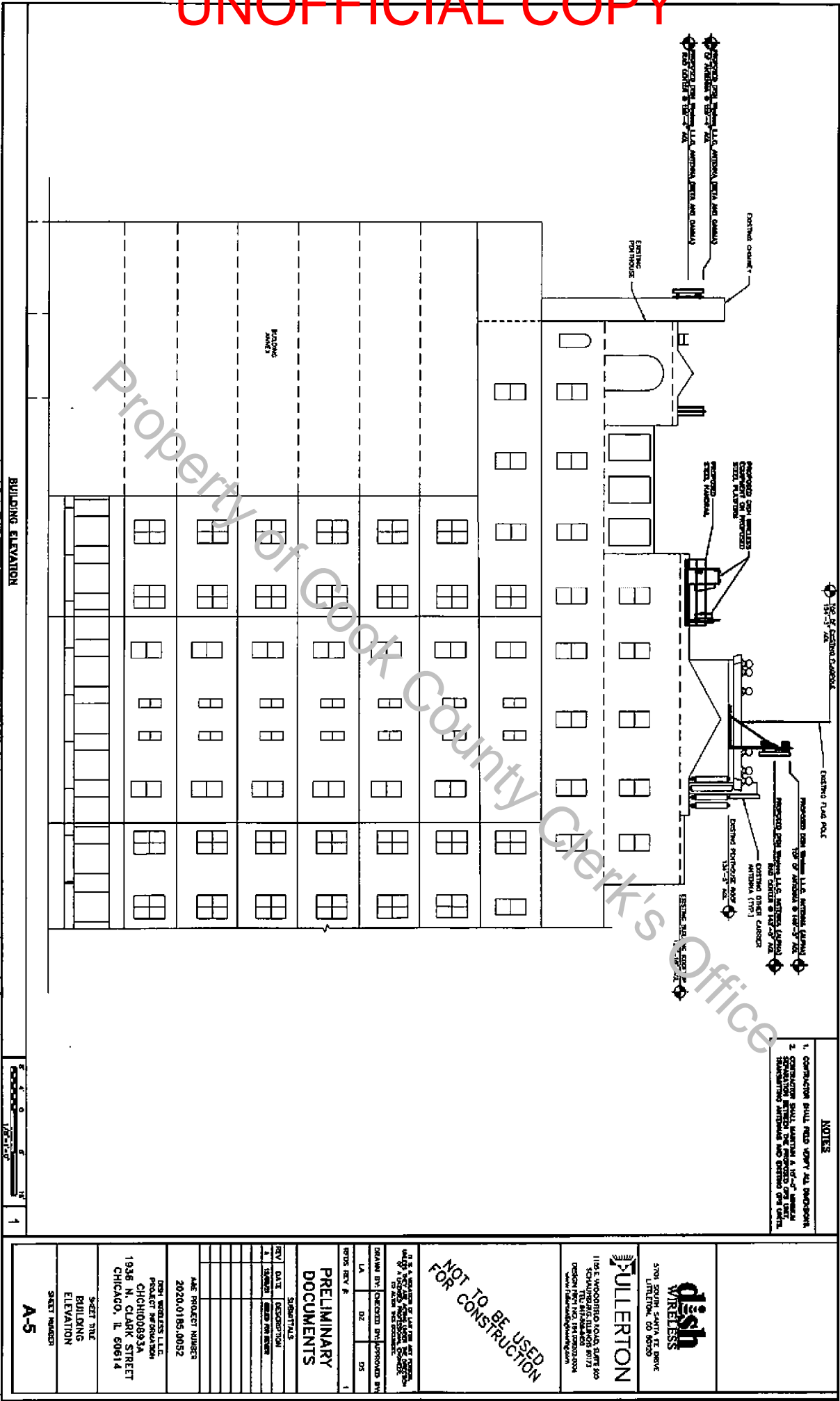


- NOTES**
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.
 2. CONTRACTOR SHALL MAINTAIN A 3'-0" MINIMUM CLEARANCE FROM ALL EXISTING AND PROPOSED UTILITIES.
 3. CONTRACTOR SHALL MAINTAIN A 3'-0" MINIMUM CLEARANCE FROM ALL EXISTING AND PROPOSED UTILITIES.

<p>NOT TO BE USED FOR CONSTRUCTION</p> <p>PULLERTON</p> <p>1100 N. WASHINGTON ST. CHICAGO, IL 60610 312.467.1100 WWW.PULLERTON.COM</p>	<p>dish</p> <p>WIRELESS</p> <p>3000 N. LAUREL AVE. CHICAGO, IL 60642 773.399.1100 WWW.DISHWIRELESS.COM</p>	<p>DATE: 08/14/2018 TIME: 10:00 AM DRAWN BY: J. W. PULLERTON CHECKED BY: J. W. PULLERTON PROJECT: 1536 N. CLARK STREET</p>	<p>DATE: 08/14/2018 TIME: 10:00 AM DRAWN BY: J. W. PULLERTON CHECKED BY: J. W. PULLERTON PROJECT: 1536 N. CLARK STREET</p>
		<p>DATE: 08/14/2018 TIME: 10:00 AM DRAWN BY: J. W. PULLERTON CHECKED BY: J. W. PULLERTON PROJECT: 1536 N. CLARK STREET</p>	<p>DATE: 08/14/2018 TIME: 10:00 AM DRAWN BY: J. W. PULLERTON CHECKED BY: J. W. PULLERTON PROJECT: 1536 N. CLARK STREET</p>

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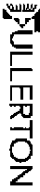


NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 1'-0" CLEARANCE EXHAUSTION INTAKE THE APPROVED ONE FOOT EXHAUSTION INTAKE AND DESIGN ONE FOOT EXHAUSTION INTAKE.



3701 SOUTH CANTON ST. SUITE 300
LITTLETON, CO 80120



1181 E. WOODSHED ROAD, SUITE 300
SCHAUMBURG, ILLINOIS 60173
DESIGN PART NO. 18410000000000
www.fullertongroup.com

NOT TO BE USED FOR CONSTRUCTION

DATE: 10/15/2020
DRAWN BY: [REDACTED]
CHECKED BY: [REDACTED]
DESIGN PART NO. 18410000000000

REV	DATE	DESCRIPTION
1	10/15/2020	ISSUED FOR REVIEW

PRELIMINARY DOCUMENTS

REV	DATE	DESCRIPTION
1	10/15/2020	ISSUED FOR REVIEW

ARC PROJECT NUMBER
2020.0185.0052

1936 N. CLARK STREET
CHICAGO, IL 60614

SHEET TITLE
BUILDING ELEVATION
SHEET NUMBER
A-5