

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 08/24/2022 11:47 AM Pg: 1 of 7

**Exempt under 35 ILCS 200/31-45  
Paragraph E Real Estate Transfer Act**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Susan P. Picillo, Esq.  
ATC Site No.: 371168  
ATC Site Name: Creamer IL  
Assessor's Parcel No.: 16-08-418-027-(00)

**Prior Recorded Lease Reference:**

Document No.: 1908813036  
State of Illinois  
County of Cook

## MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 7<sup>th</sup> day of JULY, 2022, by and between **Chicago Title Land Trust Company, as Trustee under Trust No. 159-87 dated September 23, 1987, successor to American National Bank and Trust Company of Chicago, as Trustee under Trust number No. 159-87, successor to Cary Wheaton Bank of Downers Grove, as Trustee under Trust No. 159-87 dated September 23, 1987 ("Landlord")** and **GTP Towers IV, 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).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Site Lease Agreement dated April 3, 1996 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel 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 "**Leased Premises**"), which Leased Premises is also described on **Exhibit A** attached hereto.

2. **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 Lease, the final expiration date of the Lease

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Site Name: Creamer IL

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would be August 18, 2041. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

3. **Leased Premises 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 Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises 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.

4. **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.

5. **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: 585 Tunnel Rd., Asheville, NC 28805; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, 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.

6. **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.

7. **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 Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

8. **Trustee Authority.** The undersigned trustee(s) of the **Chicago Title Land Trust Company, Trust No. 159-87 dated September 23, 1987** (the "**Trust**") hereby certify(ies) as follows:

- a. I/We am/are the current trustee(s) of the Trust;
- b. The trustee(s) of the Trust has the authority to act with respect to the real estate owned by the Trust, and has the full and absolute power under said Trust to execute this Memorandum and no third party shall be bound to inquire whether the trustee has said power or is properly exercising said power by doing the same;
- c. There are no facts which constitute conditions precedent to acts by the trustees or which are in any other manner germane to the affairs of the Trust; and
- d. As of the date hereof, the Trust has not been amended, revoked or terminated and is in full force and effect.

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[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:

Chicago Title Land Trust Company, as Trustee under Trust No. 159-87 dated September 23, 1987, successor to American National Bank and Trust Company of Chicago, as Trustee under Trust number No. 159-87, successor to Gary Wheaton Bank of Downers Grove, as Trustee under Trust No. 159-87 dated September 23, 1987

Signature: *Maureen Paige*  
Print Name: MAUREEN PAIGE  
Title: Trust Officer  
Date: July 7, 2024

WITNESSES:

**Attestation not required Pursuant to corporate by-laws**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

WITNESS AND ACKNOWLEDGEMENT

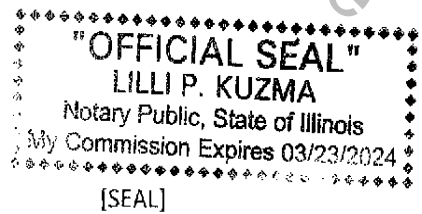
State/Commonwealth of ILLINOIS

County of DUPAGE

On this 7th day of JULY, 2024, before me, the undersigned Notary Public, personally appeared MAUREEN PAIGE, Trust Officer 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.

*Lilli P. Kuzma*  
Notary Public  
Print Name: LILLI KUZMA  
My commission expires: 3/23/24



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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TENANT

GTP Towers IV, LLC,  
a Delaware limited liability company

Signature: [Signature]  
Print Name: Richard P. Palermo  
Title: Senior Counsel, US Tower  
Date: 8/12/22

WITNESSES:

Signature: [Signature]  
Print Name: Katherine Wessel  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

WITNESS AND ACKNOWLEDGEMENT

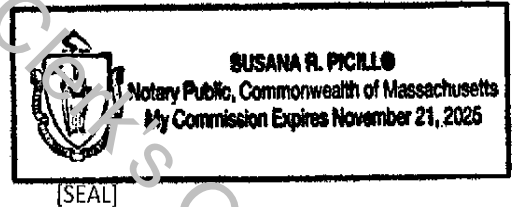
Commonwealth of Massachusetts

County of Middlesex

On this 12<sup>th</sup> day of August, 2022, before me Susana R. Picillo  
the undersigned Notary Public, personally appeared Richard P. Palermo  
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.

Susana R. Picillo  
Notary Public  
Print Name: Susana R. Picillo  
My commission expires: November 21, 2025



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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.

**Lot 108 in Prairie Avenue Addition to Austin in the South East 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.**

And being known as Cook County, Illinois parcel: 16-08-418-027.

### LEASED PREMISES

*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 Leased Premises 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 (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

The first portion being:

PART OF LOT 108 IN PRAIRIE AVENUE ADDITION TO AUSTIN AS RECORDED IN INSTRUMENT NO. 1066568, IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST, 3RD P.M., COOK COUNTY, ILLINOIS DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 108, ALSO BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF MADISON AVENUE (66 FOOT/PUBLIC) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF A 16 FOOT PUBLIC ALLEY; THENCE SOUTH 01°47'56" EAST A DISTANCE OF 54.50 FEET; THENCE SOUTH 88°14'09" WEST A DISTANCE OF 22.00 FEET; THENCE NORTH 01°47'56" WEST A DISTANCE OF 54.50 FEET SAID PUBLIC ALLEY RIGHT-OF-WAY LINE; THENCE NORTH 88°14'09" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,189 SQUARE FEET OR 0.028 ACRES.

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

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## EXHIBIT A (Continued)

The second portion being:

PART OF LOT 108 IN PRAIRIE AVENUE ADDITION TO AUSTIN AS RECORDED IN INSTRUMENT NO. 1086588, IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST, 3RD P.M., COOK COUNTY, ILLINOIS DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 108, ALSO BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF MADISON AVENUE (66 FOOT/PUBLIC) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 16 FOOT PUBLIC ALLEY; THENCE SOUTH 88°14'09" WEST ALONG THE NORTH LINE OF SAID LOT 108, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALLEY A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°47'58" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 88°14'09" WEST A DISTANCE OF 16.00 FEET; THENCE NORTH 01°47'58" WEST A DISTANCE OF 60.00 FEET TO SAID RIGHT-OF-WAY LINE; THENCE NORTH 88°14'09" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING. CONTAINING 300 SQUARE FEET OR 0.018 ACRES.

### ACCESS AND UTILITIES

The access and utility easements include all easements of record as well 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.

[END OF EXHIBIT A]