

# UNOFFICIAL COPY



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**Prepared by and Return to:**

Debra Neuman  
AT&T Mobility  
C/o Mastec Network Solutions  
800 S. Douglas Road, 10th Floor  
Coral Gables, FL 33134

Doc# 2405428057 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/23/2024 03:14 PM PG: 1 OF 8

Re: Cell Site #: IL1327  
Cell Site Name: Dry Storage  
Fixed Asset#: 10074365  
State: Illinois  
County: Des Plaines

## MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between AP Wireless Investments I, LLC, a Delaware limited liability company, having the mailing address of 4250 Executive Square, Suite 900, La Jolla, CA (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant (or their affiliates or predecessors-in-interest) entered into a certain Option and Site Lease Agreement dated April 12, 1996, as amended by that certain Addendum No. 1 to Option and Site Lease Agreement dated April 12, 1996, as amended by that certain Addendum No. 2 to Option and Site Lease Agreement dated April 12, 1996, as amended by that certain Third Amendment to Option and Site Lease Agreement dated November 9, 2020, and as further amended by that certain Fourth Amendment to Site Lease Agreement dated Oct 12, 2023 (hereinafter, collectively referred to as the "**Agreement**"), for the purpose of installing, operating and maintaining a communication facility and other improvements, including, without limitation, a generator and backup power supply. All of the foregoing is set forth in the Agreement.
2. The initial lease term under the Agreement commenced on October 1, 1996. The Agreement has a New Initial Term of five (5) years commencing on August 1, 2020, with nine (9) successive automatic five (5) year options to renew.
3. Landlord has agreed to increase the size of the Premises (the "**Premises Area**") to accommodate Tenant's installation and operation of a backup generator as more completely described in the Agreement
4. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
5. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

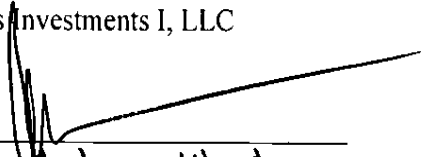
S Y  
P 0  
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INT 266

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

## LANDLORD:


AP Wireless Investments I, LLC

By:   
 Print Name: Andrew Wood  
 Its: Executive VP  
 Date: NOV 10 2023

## TENANT:

New Cingular Wireless PCS, LLC  
 a Delaware limited liability company

By: AT&T Mobility Corporation  
 Its: Manager

By:   
 Print Name: ANDREW T. FROWLES  
 Its: SR. REAL ESTATE MGR, IL/WI  
 Date: 10/18/2023

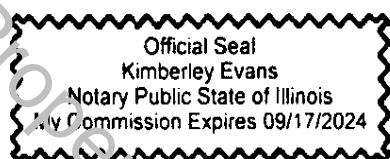
[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

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## TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) ss:  
 COUNTY OF DuPage )

On the 18 day of October, 2023 before me personally appeared ANDREW T. FLOWERS, and acknowledged under oath that he/she is the SR. REAL ESTATE MGR. ILLINOIS of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Kimberley Evans  
 Notary Public: Kimberley Evans  
 My Commission Expires: 9-17-24

## LANDLORD ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

see  
attached  
 Notary Public: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

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## CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

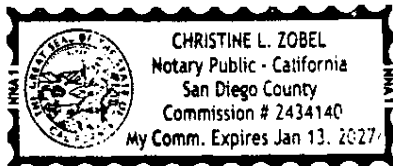
State of California

County of San Diego

On Nov 16 2023 before me, Christine L. Zobel  
Date Here Insert Name and Title of the Officer

personally appeared Andrew Wood  
Name(s) of Signer(s)

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

Signature of Notary Public

Place Notary Seal and/or Stamp Above

### OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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## EXHIBIT 1

### DESCRIPTION OF PROPERTY AND PREMISES

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to the Memorandum of Lease dated November 16, 2023 by and between Crown Castle Test, Inc., as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PPN# 09302010020000

#### PROPOSED 30'X40' LEASE AREA

All that part of Lot 1 in Grewe's Subdivision, being a subdivision of that part of the Northwest Fractional 1/4 and the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 30, Township 41 North, Range 12, east of the Third Principal Meridian, lying north of a line 14.70 feet north of the East and West center line of the North 1/2 of said Section (except the right of way of the DesPlaines Valley Railway), Cook County, Illinois, as recorded in Document Number 7607466 and re-recorded in Document Number 7749738, Cook County Records, described as; Commencing at a found concrete monument at the southwest corner of Lot 12 of Homeland Acres, being a Subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 41 North, Range 12 East of the Third Principal Meridian, as recorded in Book 351, Page 33, Cook County Records, said monument also being at the intersection of the northerly right of way of E Oakton Street and the easterly right of way of said DesPlaines Valley Railway; thence North 87°01'25" East 531.02 feet along said northerly right of way of E Oakton Street; thence South 02°42'05" East 924.95 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 00°42'05" East 40.00 feet; thence South 89°17'55" West 30.00 feet; thence North 00°42'05" West 40.00 feet; thence North 89°17'55" East 30.00 feet to the place of beginning of this description. Contains 1200 square feet, more or less.

#### LEGAL DESCRIPTION

#### PROPOSED 15'X16' LEASE AREA

All that part of Lot 1 in Grewe's Subdivision, being a subdivision of that part of the Northwest Fractional 1/4 and the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 30, Township 41 North, Range 12, east of the Third Principal Meridian, lying north of a line 14.70 feet north of the East and West center line of the North 1/2 of said Section (except the right of way of the DesPlaines Valley Railway), Cook County, Illinois, as recorded in Document Number 7607466 and re-recorded in Document Number 7749738, Cook County Records, described as; Commencing at a found concrete monument at the southwest corner of Lot 12 of Homeland Acres, being a Subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 41 North, Range 12 East of the Third Principal Meridian, as recorded in Book 351, Page 33, Cook County Records, said monument also being at the intersection of the northerly right of way of E Oakton Street and the easterly right of way of said DesPlaines Valley Railway; thence North 87°01'25" East 483.01 feet along said northerly right of way of E Oakton Street; thence South 02°58'35" East 931.37 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 89°17'55" East 13.00 feet; thence South 00°42'05" East 16.00 feet; thence South 89°17'55" West 13.00 feet; thence North 00°42'05" West 16.00 feet to the place of beginning of this description. Contains 208 square feet, more or less.

The Premises are described and/or depicted as follows:

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PARENT PARCEL (PER TRUSTEE'S DEED DOC NO. 130914047)

PARCEL 2:

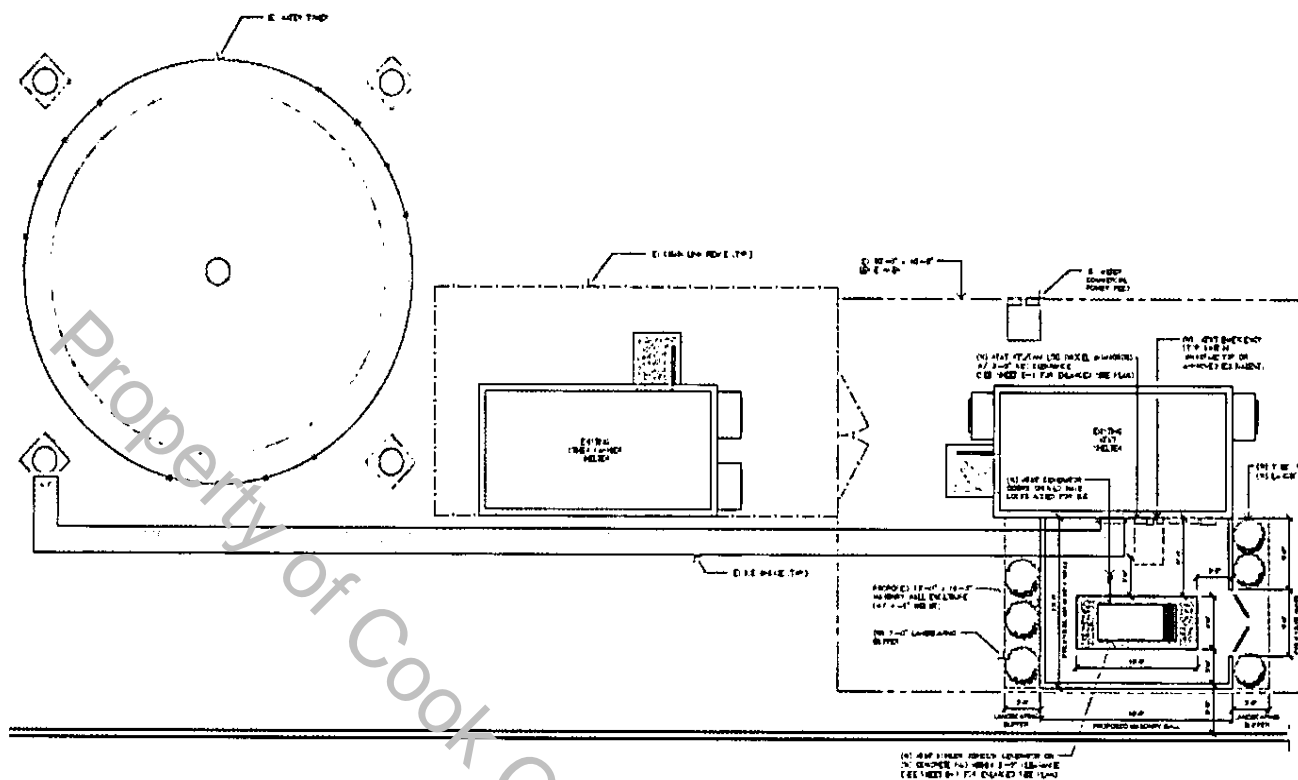
LOT 1 IN GREWE'S SUBDIVISION OF THAT PART OF THE NORTHWEST FRACTIONAL 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 14.70 FEET NORTH OF THE EAST AND WEST CENTER LINE OF THE NORTH 1/2 OF SAID SECTION (EXCEPT THE RIGHT OF WAY OF THE DESPLAINES VALLEY RAILWAY), EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 IN GREWE' S SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID LOT 1; THENCE NORTH 87 DEGREES, 20 MINUTES, 30 SECONDS EAST IN ITS SOUTH LINE A DISTANCE OF 0.79 OF A FOOT TO THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE CONTINUING NORTH 87 DEGREES, 20 MINUTES, 30 SECONDS EAST ON AFORESAID SOUTH LINE, A DISTANCE OF 395.22 FEET TO A POINT; THENCE NORTH 00 DEGREE, 09 MINUTES. 48 SECONDS WEST IN A LINE. A DISTANCE OF 240.94 FEET TO A POINT; THENCE SOUTH 87 DEGREES, 20 MINUTES, 30 SECONDS WEST IN A LINE, A DISTANCE OF 29.76 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE; THENCE SOUTHWESTERLY ON AFORESAID CURVED LINE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 524. 05 FEET, AN ARC DISTANCE OF 102.56 FEET AND WHOSE CHORD LENGTH IS 102.40 FEET AND BEARS SOUTH 65 DEGREES. 57 MINUTES. 03 SECONDS WEST; THENCE SOUTH 71 DEGREES, 33 MINUTES, 27 SECONDS WEST IN A LINE TANGENT TO THE AFORESAID CURVE, A DISTANCE OF 57.59 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHWESTERLY ON LAST DESCRIBED CURVED LINE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS 360.00 FEET, AN ARC DISTANCE OF 301.93 FEET AND WHOSE CHORD LENGTH IS 293.16 FEET AND BEARS SOUTH 47 DEGREES, 31 MINUTES. 50 SECONDS WEST, TO THE PLACE OF BEGINNING, ALSO EXCEPTING THAT PART THEREOF TAKEN FOR OAKTON STREET, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1750 South Wolf Road, Des Plaines, IL 60018

Attached Sketch of Premises Area for AT&T Generator Upgrade



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## LEASE AREA DETAIL

SCALE 1"=20'

