

UNOFFICIAL COPY



Doc#: 0408512046
Eugene "Gene" Moore Fee: \$50.50
Cook County Recorder of Deeds
Date: 03/25/2004 12:21 PM Pg: 1 of 14

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
ATTN: Cynthia Parker

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS

from

SBA PROPERTIES, INC., Grantor

to

SCOTT KOBAK, ESQ., Trustee

for the use and benefit of

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent, Beneficiary

DATED AS OF JANUARY 30, 2004

3/2
mcy
p-14
B/W

UNOFFICIAL COPY

After recording, please return to:
 Simpson Thacher & Bartlett LLP
 425 Lexington Avenue
 New York, New York 10017
 ATTN: Cynthia Parker

Cook 12 1597

FIRST AMENDMENT TO MORTGAGE, FIXTURE FILING, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE, FIXTURE FILING, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (this "**Amendment**"), dated as of January 30, 2004, is made by SBA PROPERTIES, INC., a Florida corporation ("**Mortgagor**"), whose address is 5900 Broken Sound Parkway, Boca Raton, Florida 33487, to LEHMAN COMMERCIAL PAPER INC., as Administrative Agent for the Lenders referred to below (in such capacity, "**Mortgagee**", which term shall be deemed to include successors and assigns), whose address is 745 Seventh Avenue, New York, New York 10019.

PRELIMINARY STATEMENT

A. Pursuant to the terms of that certain Credit Agreement, dated as of May 9, 2003 (the "**Original Credit Agreement**"), among SBA Telecommunications, Inc. ("**Holdings**"), as borrower, the several banks and other financial institutions or entities parties thereto, GECC Capital Markets Group, Inc., as advisor and lead arranger and bookrunner, and General Electric Capital Corporation, as administrative agent (the "**Existing Administrative Agent**"), certain lenders made term loans and revolving credit loans to Holdings.

B. Holdings' obligations under the Original Credit Agreement are guaranteed by Mortgagor and by certain other affiliates of Holdings pursuant to that certain Guarantee and Collateral Agreement dated as of May 9, 2003, among SBA Communications Corporation (the "**Parent**"), Holdings, certain affiliates of Holdings, Mortgagor, and the Existing Administrative Agent (the "**Original Guarantee and Collateral Agreement**").

C. In fulfillment of certain conditions to the issuances of credit described in the Original Credit Agreement and to secure, among other things, Mortgagor's obligations under the Original Guarantee and Collateral Agreement, Mortgagor executed and delivered to the Existing Administrative Agent as mortgagee, that certain Mortgage, Fixture Filing, Assignment of Rents and Leases and Security Agreement more particularly described on Schedule I attached hereto (the "**Existing Mortgage**") which encumbers (i) the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto, if any, and (ii) the leasehold estate in the parcel(s) of real property described on Schedule B-2 attached hereto pursuant to the lease agreement described on Schedule B-1 attached hereto.

D. Holdings created a new, wholly-owned subsidiary, SBA Senior Finance, Inc., a Florida corporation ("**Borrower**"), having an address at 5900 Broken Sound Parkway, Boca Raton, Florida 33487 Attention: Jeffrey A. Stoops, and has transferred substantially all of its assets and liabilities to Borrower.

UNOFFICIAL COPY

2

E. The Original Credit Agreement was amended and restated to reflect the assignment by Holdings of all of its rights, duties, and obligations under the Original Credit Agreement, and the assumption by Borrower of all such rights, duties, and obligations, all as set forth in that certain Amended and Restated Credit Agreement, dated as of November 21, 2003 (as amended, supplemented or otherwise modified prior to the date hereof, the “**Existing Credit Agreement**”), among Borrower, the several banks and other financial institutions or entities from time to time parties thereto (the “**Existing Lenders**”), GECC Capital Markets Group, Inc., as advisor and lead arranger and bookrunner, and the Existing Administrative Agent.

F. In connection with the Existing Credit Agreement, the Original Guarantee and Collateral Agreement was amended and restated pursuant to the terms of that certain Amended and Restated Guarantee and Collateral Agreement, dated as of November 21, 2003 (as amended, supplemented or otherwise modified prior to the date hereof, the “**Existing Guarantee and Collateral Agreement**”) among the Parent, Holdings, certain affiliates of Holdings, Mortgagor, and the Existing Administrative Agent.

G. As of the date hereof, the Existing Administrative Agent has resigned as administrative agent under the Existing Credit Agreement and Mortgagee has been appointed, and has accepted its appointment, as Administrative Agent under the Existing Credit Agreement, and, concurrently therewith, the Existing Administrative Agent has assigned and delivered to Mortgagee, as successor Administrative Agent, all Collateral (as defined in the Existing Credit Agreement), and all Security Documents (as defined in the Existing Credit Agreement) including all right, title and interest of the Existing Administrative Agent as mortgagee in, to and under the Existing Mortgage to Mortgagee pursuant to that certain Assignment of Mortgage, Fixture Filing, Assignment of Rents and Leases and Security Agreement dated as of the date hereof and as more particularly described on Schedule I attached hereto.

H. The parties to the Existing Credit Agreement have agreed to modify the Existing Credit Agreement in order to amend and restate the Existing Credit Agreement in its entirety pursuant to the terms and conditions contained in that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended and restated, and as the same may be further amended, supplemented, restated, replaced or otherwise modified from time to time, the “**Credit Agreement**”), among Borrower, the several banks and other financial institutions or entities from time to time parties thereto (the “**Lenders**”), Lehman Brothers Inc. and Deutsche Bank Securities Inc. as joint advisors and joint lead arrangers and bookrunners, General Electric Capital Corporation as co-lead arranger and co-syndication agent, TD Securities (USA) Inc. as documentation agent and Mortgagee, as Administrative Agent.

I. It is a condition precedent, among others, to the obligations of the Lenders to make their respective extensions of credit to Borrower under the Credit Agreement that (i) Mortgagor and certain other Subsidiaries of Borrower enter into that certain Amended and Restated Guarantee and Collateral Agreement, dated as of the date hereof (as amended and restated, and as the same may be further amended, supplemented, restated, replaced or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) with Mortgagee, as Administrative Agent, for the benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement), and (ii) Mortgagor execute and deliver this Amendment so as to continue to secure Mortgagor’s obligations under the Guarantee and Collateral Agreement. Mortgagor, a

UNOFFICIAL COPY

3

subsidiary of Borrower, will receive substantial direct and indirect benefit from the extensions of credit made to Borrower pursuant to the Credit Agreement.

J. Mortgagor and Mortgagee now desire to amend the Existing Mortgage as hereinafter set forth. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement or in the Existing Mortgage, as applicable.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. Mortgagee having succeeded to the interest of Existing Administrative Agent as the mortgagee originally named in the Existing Mortgage, all references wherever contained in the Existing Mortgage to "Administrative Agent" and "General Electric Capital Corporation, as administrative agent" shall be deemed to mean and refer to Mortgagee.
2. All references wherever contained in the Existing Mortgage to the Mortgagee's address and contact information of "10 GE Structured Finance, Inc., 120 Long Ridge Road, Mail Stop 3C-94, Stamford, CT 06927, Attention: Chip Toth" are hereby deleted and the following address and contact information of "145 Seventh Avenue, New York, New York 10019, Attention: G. Robert Berzins" are substituted therefor.
3. All references wherever contained in the Existing Mortgage to Term Loans in the original amount of "\$95,000,000" are hereby deleted and the amount "\$325,000,000" is substituted therefor. All references wherever contained in the Existing Mortgage to Revolving Credit Loans in the original amount of "\$100,000,000" are hereby deleted and the amount "\$75,000,000" is substituted therefor. All references wherever contained in the Existing Mortgage to the maximum aggregate amount of principal indebtedness secured or similar phrases intending to refer to the maximum amount of principal indebtedness secured under the credit facility of "Two Hundred Twenty Million One Hundred Twenty Eight Thousand One Hundred and Sixty" or "\$220,128,160" are hereby deleted and the amount of "Five Hundred Twenty Five Million" or "\$525,000,000", as the case may be, are substituted therefor.
4. All references wherever contained in the Existing Mortgage to a maturity date of "December 31, 2007" are hereby deleted and "October 31, 2008" is substituted therefor.
5. All references wherever contained in the Existing Mortgage to "subsection 6.3 of the Credit Agreement" are hereby deleted and the phrase "subsection 7.3 of the Credit Agreement" is substituted therefor. All references to "Section 6.5 of the Credit Agreement" are hereby deleted and the phrase "Section 7.5 of the Credit Agreement" is substituted therefor. All references wherever contained in the Existing Mortgage to "Section 7(f) of the Credit Agreement" are hereby deleted and the phrase "Section 8(f) of the Credit Agreement" is substituted therefor. All references wherever contained in the Existing Mortgage to "subsection 9.1 of the Credit Agreement" are hereby deleted and the phrase "subsection 10.1 of the Credit Agreement" is substituted therefor. All references wherever contained in the Existing Mortgage to "subsection

UNOFFICIAL COPY

4

9.2 of the Credit Agreement” are hereby deleted and the phrase “subsection 10.2 of the Credit Agreement” is substituted therefor.

6. All capitalized terms used in the Existing Mortgage, but not otherwise defined in this Amendment shall have the respective meanings given such terms in the Credit Agreement, which Credit Agreement is hereby incorporated by reference into this Amendment and the Existing Mortgage.

7. Paragraph A of the Section of the Existing Mortgage entitled “Background” is hereby deleted in its entirety and the following substituted in lieu thereof:

“SBA Senior Finance, Inc., as successor to SBA Telecommunications, Inc. (“**Borrower**”) has entered into that certain Credit Agreement dated as of May 9, 2003, with the several banks and financial institutions from time to time parties thereto, GECC Capital Markets Group, Inc. as lead arranger and bookrunner, and General Electric Capital Corporation as administrative agent, as amended and restated by that certain Amended and Restated Credit Agreement dated as of November 21, 2003, with the several banks and financial institutions from time to time parties thereto, GECC Capital Markets Group, Inc. as lead arranger and bookrunner, and General Electric Capital Corporation as administrative agent, and as further amended and restated by that certain Amended and Restated Credit Agreement dated as of January 30, 2004 (as amended and restated, and as the same may be further amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”) with the several banks and other financial institutions from time to time parties thereto (the “**Lenders**”), Lehman Brothers Inc. and Deutsche Bank Securities Inc. as joint advisors and joint lead arrangers and bookrunners, General Electric Capital Corporation as co-lead arranger and co-syndication agent, TD Securities (USA) Inc. as documentation agent and Mortgagee. The terms of the Credit Agreement are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein. In the event of any conflict between the provisions of this Mortgage and the provisions of the Credit Agreement, the applicable provisions of the Credit Agreement shall govern and control, provided, that in the case of a provision in this Mortgage which is more specific and detailed than the related provision in the Credit Agreement (including by way of illustration, the section of this Mortgage entitled “**Leases**”), such Mortgage provision shall not be deemed to be in conflict with the related provision in the Credit Agreement.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. References in this Mortgage to the “**Default Rate**” shall mean the interest rate applicable to Base Rate Loans under the Revolving Credit Facility plus 2%.”

8. Paragraph C of the Section of the Existing Mortgage entitled “Background” is hereby deleted in its entirety and the following substituted in lieu thereof:

“Pursuant to the terms and conditions of the Credit Agreement, inter alia: (1) the Term Loan Lenders have severally agreed to make certain Term Loans to Borrower in the original aggregate principal amount of up to \$325,000,000; (2) the Revolving Credit Lenders have severally agreed to make certain Revolving Credit Loans to Borrower in

UNOFFICIAL COPY

5

the original aggregate principal amount of up to \$75,000,000; and (3) one or more Lenders may make certain Optional Term Loans to Borrower in an aggregate principal amount of up to \$125,000,000. The maximum aggregate principal amount secured hereby is \$525,000,000.”

9. Paragraph D of the Section of the Existing Mortgage entitled “Background” is hereby amended by deleting the words “Guarantee and Collateral Agreement dated as of the date hereof” appearing in the third line thereof, and by substituting therefor the words “Amended and Restated Guarantee and Collateral Agreement dated as of January 30, 2004”.

10. All references in the Existing Mortgage to the defined term “Mortgage” shall be deemed to mean and refer to the Existing Mortgage as the same may have previously been amended and as amended by this Amendment, and as the same may be further amended, supplemented, restated or otherwise modified from time to time.

11. Mortgagor and Mortgagee expressly acknowledge and agree that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Loan Documents, and Mortgagor and Mortgagee hereby ratify, confirm and agree that the Loan Documents to which Mortgagor is a party and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for Mortgagee’s benefit thereunder, including, without limitation, the lien created by the Existing Mortgage, as amended by this Amendment, shall continue to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the Obligations, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

12. Mortgagor and Mortgagee acknowledge and agree that the execution and/or acceptance of this Amendment by Mortgagee shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Mortgagor’s or Mortgagee’s duties, obligations and liabilities contained in the Loan Documents; (b) waiver, modification, restriction or limitation of any and all of Mortgagor’s and Mortgagee’s rights and benefits arising under the Loan Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Loan Documents; or (c) precedent, and that Mortgagee shall be under no obligation, express or implied, to grant Mortgagor any future or further modification, renewal, extension and/or amendment to the Existing Mortgage, as amended hereby or any or all of the other Loan Documents, except as provided therein.

13. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

14. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

15. This Amendment and the Loan Documents represent the entire agreement of the parties with respect to the subject matter hereof, and there are no promises, undertakings,

UNOFFICIAL COPY

6

representations or warranties by any party relative to the subject matter hereof not expressly set forth or referred to herein or therein.

16. Neither this Amendment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

17. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

UNOFFICIAL COPY

This Amendment has been duly executed by Mortgagor on January 27, 2004 and by Mortgagee on January 22 2004 and is intended to be effective as of January 20, 2004.

In the Presence of:

SBA PROPERTIES, INC.

Michael J. Fitzsimons
Print name:
MICHAEL J. FITZSIMONS

By: [Signature]
Name: Thomas P. Hunt
Title: Senior Vice President and General Counsel

In the Presence of:

LEHMAN COMMERCIAL PAPER INC., as Mortgagee

Michael J. Fitzsimons
Print name:
MICHAEL J. FITZSIMONS

By: [Signature]
Name: G. Robert Berzins
Title: Vice President

Property of Cook County Clerk's Office

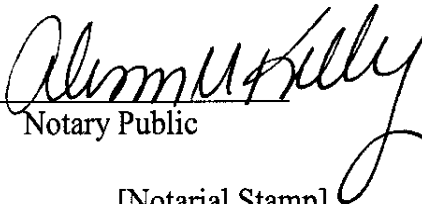
UNOFFICIAL COPY

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 22 day of January, 2004, before me personally came G. Robert Berzins, to me known, who, being by me duly sworn, did depose and say that he resides at 49 Ridgeview Avenue, Greenwich, Connecticut 06830; that he is a Vice President of Lehman Commercial Paper Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the board of directors of said corporation.



Notary Public
[Notarial Stamp]

ALISON M. KELLY
NOTARY PUBLIC, State of New York
No. 01KE6080740
Qualified in New York County
Commission Expires September 23, 2008

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 27 day of January, 2004, before me personally came Thomas P. Hunt, to me known, who, being by me duly sworn, did depose and say that he resides at 2273 Ibis Isle Road, Palm Beach, Florida 33840; that he is the Senior Vice President and General Counsel of SBA Properties, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the board of directors of said corporation.


Notary Public

CYNTHIA PARKER
NOTARY PUBLIC, State of New York
No. 01PA5055476
Qualified in Dutchess County
Commission Expires Feb. 12, 2008

[Notarial Stamp]

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

AMENDMENT

SCHEDULE I

The following Security Instruments are recorded in all public records of

County: Cook
State: IL
Site Code: IL01597-B

A. Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Properties, Inc.
Mortgagee/Beneficiary/Grantee/Lender: General Electric Capital Corporation
Dated: June 30, 2003
Recorded: 7/23/2003
Document Number: 320445001
Book:
Page:

B. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: General Electric Capital Corporation
Assignee: Lehman Commercial Paper Inc.
Dated: January 23, 2004
Recorded: To be recorded immediately prior to this Amendment.

UNOFFICIAL COPY

Schedule A

Fee Owned

NONE

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Schedule B-1

Description of the Mortgaged Lease(s)

Land Lease, dated May 16, 2000, by and between American National Bank and Trust Company of Chicago, as Trustee u/t/a dated 6/14/94 known as Trust No. 30000905, as lessor, and SBA Towers, Inc., as lessee.

As evidenced by that certain Memorandum of Land Lease, dated May 16, 2000, by and between American National Bank and Trust Company of Chicago, as Trustee U/T/A dated 6/14/94 known as Trust No. 30000905, as lessor, and SBA Towers, Inc., as lessee, as recorded in the Cook County Land Records, Illinois, on August 3, 2000, recorded as Instrument No. 00588616.

As assigned by that Assignment and Assumption of Ground Lease, dated as of August 29, 2000, by and between SBA Towers, Inc., as assignor, and SBA Properties, Inc., as assignee, as recorded in the Cook County Land Records, Illinois, on September 11, 2000, recorded as Instrument No. 00700723.

UNOFFICIAL COPY

Schedule B-2

Leasehold Interest

REAL ESTATE DESCRIPTION

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TEN, TOWNSHIP THIRTY-EIGHT NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF A 100.0 FT. WIDE STRIP OF RIGHT-OF-WAY DEEDED BY THE CHICAGO UNION TRANSFER COMPANY TO THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY BY WARRANTY DEED DATED SEPTEMBER 30, 1912 AND RECORDED OCTOBER 1, 1912 AS DOCUMENT NO. 5054474 WITH THE EAST LINE OF SOUTH KEELER AVENUE; THENCE NORTH 63°-09'-14" EAST, BEING AN ASSUMED BEARING ON THE SOUTHERLY BOUNDARY OF SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 260.02 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 63°-09'-14" EAST, ON SAID SOUTHERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 88.32 FT.; THENCE SOUTH 44°-40'-22" EAST, A DISTANCE OF 17.03 FT. TO A LINE 10.0 FT. NORTHWESTERLY OF AND CONCENTRIC TO THE CENTER LINE OF A SPUR TRACK; THENCE SOUTHWESTERLY 49.36 FT. ON THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 303.0 FT. WITH A CHORD BEARING OF SOUTH 35°-55'-28" WEST AND A CHORD DISTANCE OF 49.31 FT.; THENCE SOUTH 89°-53'-22" WEST, A DISTANCE OF 61.65 FT. TO THE EAST FACE OF A ONE STORY BRICK COMMERCIAL BUILDING NO. 5215; THENCE NORTH 00°-52'-28" WEST, ALONG THE EAST FACE OF SAID BUILDING, A DISTANCE OF 12.28 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT FOR INGRESS AND EGRESS

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TEN, TOWNSHIP THIRTY-EIGHT NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF A 100.0 FT. WIDE STRIP OF RIGHT-OF-WAY DEEDED BY THE CHICAGO UNION TRANSFER COMPANY TO THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY BY WARRANTY DEED DATED SEPTEMBER 30, 1912 AND RECORDED OCTOBER 1, 1912 AS DOCUMENT NO. 5054474 WITH THE EAST LINE OF SOUTH KEELER AVENUE; THENCE SOUTH 00°-15'-34" EAST, BEING AN ASSUMED BEARING ON THE EAST LINE OF SAID KEELER AVENUE, A DISTANCE OF 59.20 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°-15'-34" EAST ON THE EAST LINE OF SAID KEELER AVENUE, A DISTANCE OF 15.0 FT.; THENCE NORTH 89°-44'-03" EAST, A DISTANCE OF 138.04 FT.; THENCE SOUTH 77°-58'-50" EAST, A DISTANCE OF 44.83 FT.; THENCE NORTH 89°-44'-03" EAST, A DISTANCE OF 55.60 FT.; THENCE NORTH 59°-38'-14" EAST, A DISTANCE OF 33.23 FT. TO THE INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 467.38 FT.; THENCE NORTHEASTERLY 184.37 FT. ON THE ARC OF THE LAST DESCRIBED CURVE, HAVING A CHORD BEARING OF NORTH 16°-02'-01" EAST AND A CHORD DISTANCE OF 183.12 FT.; THENCE NORTH 56°-31'-00" WEST, A DISTANCE OF 16.60 FT. TO A CURVED LINE 10.0 FT. NORTHWESTERLY OF AND CONCENTRIC TO THE CENTER LINE OF A SPUR TRACK; THENCE SOUTHWESTERLY 17.06 FT. ON THE ARC OF SAID 10.0 FT. NORTHWESTERLY AND CONCENTRIC CURVED LINE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 303.0 FT. WITH A CHORD BEARING SOUTH 32°-52'-13" WEST AND A CHORD DISTANCE OF 17.06 FT.; THENCE SOUTH 62°-23'-10" EAST, A DISTANCE OF 3.29 FT. TO THE INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 472.38 FT.; THENCE SOUTHWESTERLY 167.54 FT. ON THE ARC OF THE LAST DESCRIBED CURVE, HAVING A CHORD BEARING OF SOUTH 15°-53'-08" WEST AND A CHORD DISTANCE OF 166.67 FT.; THENCE SOUTH 59°-38'-14" WEST, A DISTANCE OF 21.44 FT.; THENCE SOUTH 89°-44'-03" WEST, A DISTANCE OF 60.0 FT.; THENCE NORTH 78°-21'-44" WEST, A DISTANCE OF 46.06 FT.; THENCE SOUTH 89°-44'-03" WEST, A DISTANCE OF 138.04 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

UTILITY EASEMENT

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TEN, TOWNSHIP THIRTY-EIGHT NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF A 100.0 FT. WIDE STRIP OF RIGHT-OF-WAY DEEDED BY THE CHICAGO UNION TRANSFER COMPANY TO THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY BY WARRANTY DEED DATED SEPTEMBER 30, 1912 AND RECORDED OCTOBER 1, 1912 AS DOCUMENT NO. 5054474 WITH THE EAST LINE OF SOUTH KEELER AVENUE; THENCE NORTH 63°-09'-14" EAST, BEING AN ASSUMED BEARING ON THE SOUTHERLY BOUNDARY OF SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 260.02 FT. TO THE POINT OF BEGINNING; THENCE SOUTH 57°-46'-10" WEST, A DISTANCE OF 82.64 FT.; THENCE SOUTH 64°-56'-13" WEST, A DISTANCE OF 111.89 FT.; THENCE SOUTH 25°-03'-47" EAST, A DISTANCE OF 10.0 FT.; THENCE NORTH 64°-56'-13" EAST, A DISTANCE OF 112.51 FT.; THENCE NORTH 58°-07'-44" EAST, A DISTANCE OF 76.88 FT. TO THE EAST FACE OF A ONE STORY BRICK COMMERCIAL BUILDING NO. 5215; THENCE NORTH 00°-52'-28" WEST, ALONG THE EAST FACE OF SAID BUILDING, A DISTANCE OF 12.28 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property Location: 5215 Keeler Road, Chicago, IL

Index number: 19-10-408-004-0000

IL01597-B/Midway Airport, IL