

# UNOFFICIAL COPY

**After recording return to:**  
Thomas M. Kurek, Paralegal  
SBA Network Services, Inc.,  
5900 Broken Sound Parkway N.W.  
3<sup>rd</sup> Floor  
Boca Raton, FL 33487



Doc#: 0907231077 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/13/2009 12:01 PM Pg: 1 of 9

SBA Site No.: IL08930-A  
SBA Site Name: South Halsted

PIN Nos.: 20-08-221-036-0000 (Lot 5)  
20-08-221-037-0000 (Lot 6)  
20-08-221-038-0000 (Lot 7)  
20-08-221-039-0000 (Lot 8)  
20-08-221-040-0000 (Lot 9)  
20-08-221-041-0000 (Lot 10)

Legal Description: See Exhibit A.

## FIRST AMENDMENT TO SITE AGREEMENT

**THIS FIRST AMENDMENT TO SITE AGREEMENT** (hereinafter referred to as "Amendment") is dated the 2nd day of March, 2009, by and between **RAY IBRAHIM**, having an address of 7501 N. Olcott, Chicago, Illinois 60631 (hereinafter referred to as "Lessor") and **SBA TOWERS II LLC**, a Florida limited liability company having a principal office located at 5900 Broken Sound Parkway NW, Boca Raton, FL 33487 (herein "Lessee").

**WHEREAS**, Deborah Crowe, trustee under the Deborah Crowe Trust Agreement dated May 20, 2003, (the "Original Lessor"), and SprintCom, Inc., a Kansas corporation, ("Sprint"), entered into that certain Site Agreement dated February 13, 2004, (hereinafter referred to as the "Lease" and as evidenced by the Memorandum of Agreement recorded 03/20/2004 as Document No. 0408650040) whereby Sprint leased space (the "Site") within the property commonly known as and previously referred to as 5046 South Halsted St., City of Chicago, Cook County, Illinois, and now referred to as 5058 South Halsted Street, City of Chicago, Cook County, Illinois, and legally described on Exhibit A attached hereto (the "Premises"); and

**WHEREAS**, Original Lessor and Ahmad Hamdan entered into an Assignment and Acceptance of the Lease dated as of September 1, 2005, pursuant to which Ahmad Hamdan assumed all of the duties and obligations of the Original Lessor under the Lease; and

**WHEREAS**, Lessor and Ahmad Hamdan, assignee of Original Lessor, entered into that certain Assignment and Assumption of Leases dated as of October 5, 2007, pursuant to which Lessor assumed all of the duties and obligations of the Original Lessor under the Lease; and

**WHEREAS**, Lessee and Horvath Communications Towers LLC, successor in interest to Sprint (pursuant to the assignment from Sprint recorded 05/08/06 as Document No.

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0612834047), entered into an Assignment and Assumption Agreement dated October 31, 2006, pursuant to which Lessee assumed all of the rights, duties and obligations of Sprint under the Lease, as evidenced by that certain Memorandum of Assignment and Assumption Agreement dated July 9, 2008 and recorded August 7, 2008 as Document Number: 0822018017, in the records of the Recorder of Deeds of Cook County, Illinois; and **WHEREAS**, Lessor and Lessee desire and intend to amend the Lease as provided herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Lease.

1. Paragraph 1 of the Lease, Premises and Use, is hereby amended to include the following provisions:

- a) Lessee is hereby granted an access easement ("Halsted Easement"), to the Site from Halsted Street for the purposes of access, ingress, egress, and maintenance, to include but not be limited to, Lessee's use of a crane for modification and improvements to the tower and facilities located at the Site. The aforementioned access for the use of a crane may from time to time necessitate Lessee's right to use the proposed shopping mall parking area. Lessee shall have the right to use such parking area as is reasonable and necessary for the erection of said crane, and for the restriction of use of any of said parking area as is reasonable and necessary for public safety. As Lessee's anticipated use of any such crane may require the crane to span over and across the space above the proposed shopping mall building and parking area, Lessor shall not install or maintain antennae, satellite dishes, or other similar obstructions on the roof of the proposed shopping mall building if said objects are reasonably determined by the Lessor and Lessee to be an obstruction to the Lessee's erection and reasonable operation of said crane.

Lessee shall give Lessor notice five (5) business days prior to Lessee's intention to utilize the Halsted Easement, said notice to be given by facsimile and/or e-mail as indicated on Lessor's signature page hereof.

Lessee is granted, as part of the Halsted Easement, the right to access the roof of the mall building as is reasonably necessary for directing operation of the crane.

The use of the shopping mall building by any persons shall be reasonably restricted during operation of the crane.

Lessee shall be responsible for any damage the Lessee may cause to the proposed shopping mall building, the parking area, and the areas immediately surrounding the Lessor's property with respect to the erection and operation of the crane. In the event that damage is caused, the Lessee

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shall promptly make all needed repairs necessary to restore the property to its condition prior to the damage.

b) Lessee is hereby granted a utility easement (“Utility Easement”), for the purposes of installing and maintaining electric power systems, telephone systems and any other utility type deemed necessary by the Lessee for its intended use of the Site.

c) Lessee is hereby granted an access easement (“Alley Easement”), to the Site from the public alley, which easement shall be an unrestricted width of 15 feet from the public alley to the Site.

2. Attached hereto as Exhibit B is the Site Plan for the Premises which indicates the improvements to be constructed by the Lessor on the Premises, the Site, the public alley, Halsted Street, and the parking lot for the Premises. Attached hereto as Exhibit C is an enlargement of the Site Plan showing the Site and the Alley Easement.

3. The Site and the easements are described as follows and/or are referenced as follows in the Site Plan:

a) The Site is the area of approximately 1,250 square feet having dimensions of approximately 25 by 50 feet and is shown as being bounded by the “existing wood fence.”

b) The Halsted Easement consists of the right of access by Lessee from Halsted Street along and upon the surface identified as “black top paved parking lot” and the air space to be occupied by the crane from the parking lot over and across the building identified as “new one story brick building.” Said easement to continue from the parking lot directly across and over the building to the Site.

c) The Utility Easement shall allow Lessee access to utility connections existing in the public alley along and across from existing or future utility poles and/or boxes along and upon the Alley Easement directly to the Site and if necessary over, along or upon the new one story brick building.

d) The Alley Easement is shown as the 15 foot wide access from the public alley directly to the west edge of the Site. The said access shall be completely unobstructed for no less than a 12 foot width thereof as measured from the north property line. Lessor may maintain garbage bins in the Alley Easement provided that the said containers are restricted to the southern 3 feet of the Alley Easement and provided that they are movable in the event that their removal or relocation is necessary to facilitate access by Lessee along and upon the Alley Easement. Lessee shall have the right to post and/or affix appropriate signage indicating access to the Alley Easement to authorized persons only or such similar signage, including the right in Lessee to post signage and to employ such

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persons or companies to tow or remove unauthorized vehicles or objects that block or impede Lessee's unrestricted access to the Alley Easement.

4. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Leased Space and Premises are located without regard to principles of conflicts of law.
5. The conditions, covenants and agreements contained in this Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Lease and any extensions thereof. All covenants and agreements of the Lease and this Amendment shall run with the Leased Space and Premises.
6. Except as specifically set forth in this Amendment, the Lease is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall take precedence.
7. This Amendment shall be effective as of the date last executed by both parties.
8. To facilitate execution, this instrument may be executed in as many counterparts as may be required; and it shall not be necessary to have the signature of, or on behalf of, each party appear on each counterpart; but it shall be sufficient that the signature of each appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement and fully signed counterparts may be compiled to facilitate record keeping by inserting signature pages from one counterpart into another.

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

**WITNESSES:**

**LESSOR:**

RAY IBRAHIM

Contact Numbers for Notice:

Fax: 773-631-4659

E-Mail: MA

Jay Verduyn  
Jay Verduyn  
Print Name

Willie

Tim Sprague  
Tim Sprague  
Print Name

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me this 4<sup>TH</sup> day of March, 2009, by Ray Ibrahim, who is personally know to me or has produced DRIVER'S LICENSE as identification.



Charles E. Winans  
Notary Public  
Print Name CHARLES E. WINANS  
My Commission Expires: MARCH 18, 2012

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**WITNESSES:**

**LESSEE:**

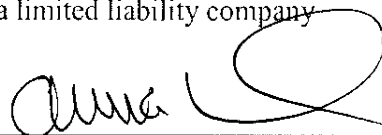
SBA TOWERS II LLC,  
a Florida limited liability company

Wendy Carrick  
\_\_\_\_\_

Wendy Carrick  
Print Name \_\_\_\_\_

  
\_\_\_\_\_

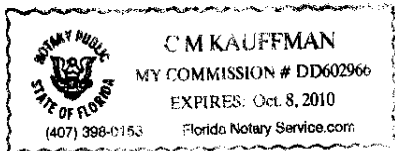
Gail Pilgrim  
Print Name \_\_\_\_\_


By:   
\_\_\_\_\_

Print: \_\_\_\_\_  
Title: Alyssa Houlihan  
Director of Leasing

STATE OF FLORIDA )  
  ) SS  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2009, by Alyssa Houlihan as Director of Leasing of SBA Towers II LLC, a Florida limited liability company, on behalf of the company. The above named individual is personally know to me or has produced \_\_\_\_\_ as identification.



  
Notary Public \_\_\_\_\_  
Print Name CM Kauffman  
My Commission Expires: 10-8-10

This document prepared by: Ivar R. Azeris, Clausen Miller P.C., 10 S. LaSalle Street, 16th Floor, Chicago, IL 60603

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## EXHIBIT A TO AMENDMENT TO SITE AGREEMENT

Lots 5 through 10 inclusive in Block 6 in Library Subdivision in the Northeast 1/4 of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN Nos.: 20-08-221-036-0000, 20-08-221-037-0000, 20-08-221-038-0000, 20-08-221-039-0000, 20-08-221-040-0000, 20-08-221-041-0000

Street Address: 5046-5058 South Halsted Street, Chicago, IL

Property of Cook County Clerk's Office

Exhibit A

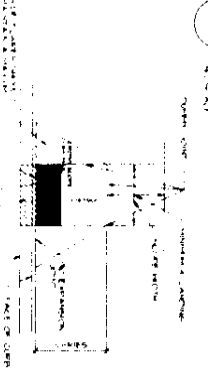


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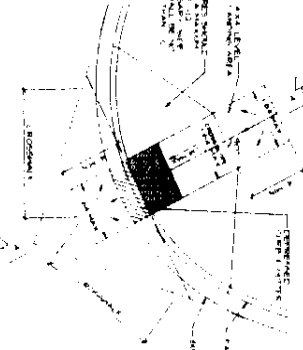
## STRIP SHOPPING CENTER 5058 S. HALSTED STREET CHICAGO, ILLINOIS 60609

Exhibit B

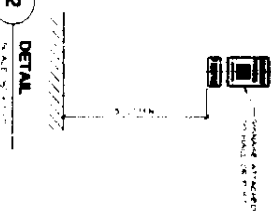
2 DEPRESSED CURB & GUTTER DETAIL



2 TYPICAL SLOPE WITH FULL WALK WHERE CROSSWALKS INTERSECT



2 DETAIL



SCORE OF JOBS:  
THE TOTAL POINTS FOR THIS PROJECT ARE 100. THE POINTS FOR EACH CATEGORY ARE LISTED IN THE FOLLOWING TABLE. THE POINTS FOR EACH CATEGORY ARE LISTED IN THE FOLLOWING TABLE. THE POINTS FOR EACH CATEGORY ARE LISTED IN THE FOLLOWING TABLE.

- 1. THE TOTAL POINTS FOR THIS PROJECT ARE 100.
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- 10. THE POINTS FOR EACH CATEGORY ARE LISTED IN THE FOLLOWING TABLE.

2 TILE PLACEMENT DETAIL WITH FLANS

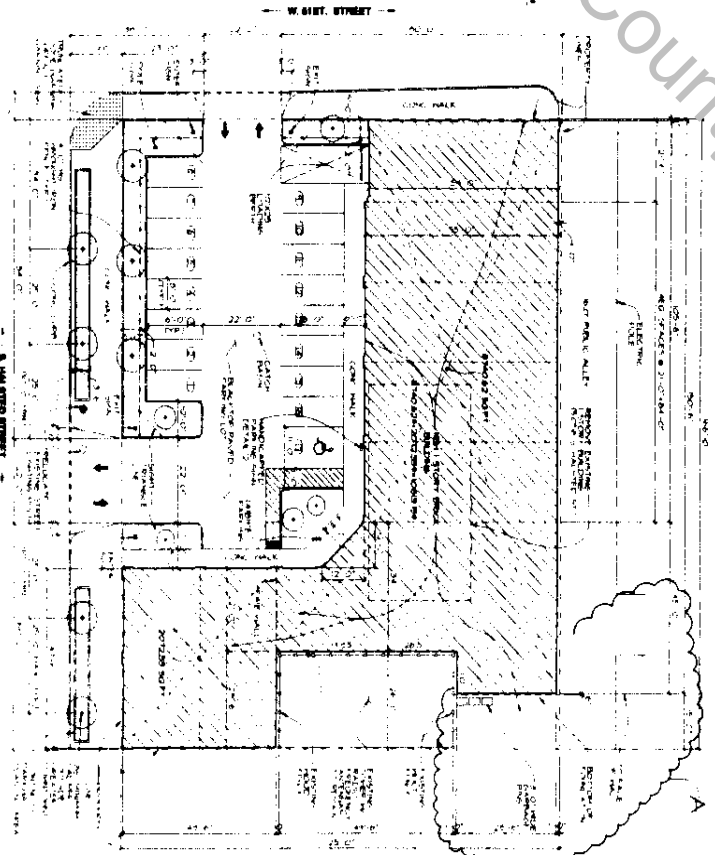
CENTRAL BUILDING REQUIREMENTS for Chicago Zoning Ordinance (ZCO) and Chicago Building Code (CBC) 2001 Edition

ITEM	REQUIREMENT	COMPLIANCE	NOTES
1.0	GENERAL BUILDING REQUIREMENTS		
1.1	MINIMUM HEIGHT		
1.2	MINIMUM AREA		
1.3	MINIMUM LOT AREA		
1.4	MINIMUM LOT COVERAGE		
1.5	MINIMUM SETBACKS		
1.6	MINIMUM SIDEWALK WIDTH		
1.7	MINIMUM SIDEWALK CURB		
1.8	MINIMUM SIDEWALK GUTTER		
1.9	MINIMUM SIDEWALK CURB		
1.10	MINIMUM SIDEWALK GUTTER		
1.11	MINIMUM SIDEWALK CURB		
1.12	MINIMUM SIDEWALK GUTTER		
1.13	MINIMUM SIDEWALK CURB		
1.14	MINIMUM SIDEWALK GUTTER		
1.15	MINIMUM SIDEWALK CURB		
1.16	MINIMUM SIDEWALK GUTTER		
1.17	MINIMUM SIDEWALK CURB		
1.18	MINIMUM SIDEWALK GUTTER		
1.19	MINIMUM SIDEWALK CURB		
1.20	MINIMUM SIDEWALK GUTTER		

2 DETAIL



1 SITE PLAN



**PROJECT:** CONSTRUCTION OF STRIP SHOPPING CENTER 5058 S. HALSTED STREET CHICAGO, ILLINOIS 60609

**CLIENT:** ARBOR ENGINEERS & PLANNERS, LTD.

**DATE:** 07/1988

**SCALE:** AS SHOWN

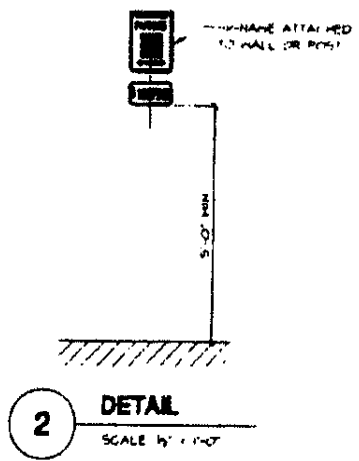
**REVISIONS:**

NO.	DATE	DESCRIPTION
1	07/1988	ISSUED FOR PERMITS



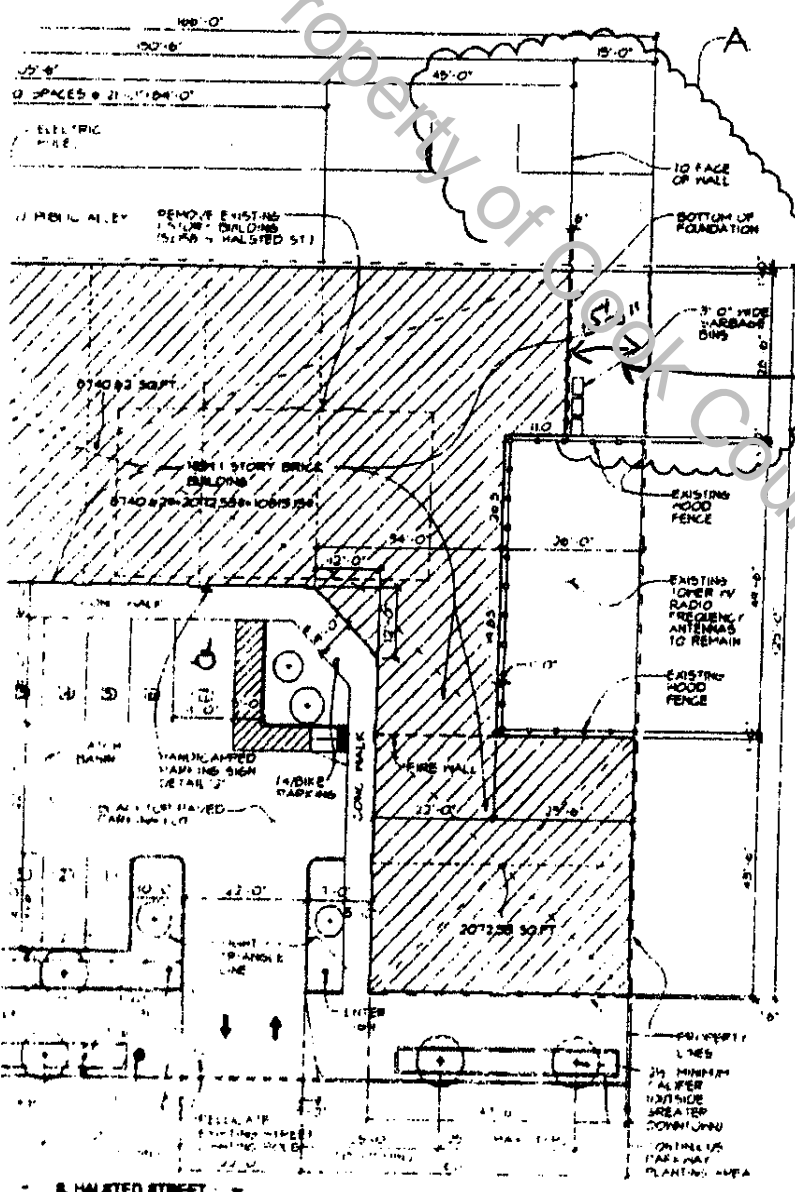
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1 FOUNDATION SET BRICK DETAIL  
 5 A 100 R/S LOT  
 STEEL FRAME BUILDING ON THE LOT WILL  
 BE THE NEW BUILDING  
 NO CONTROL TYPE 2  
 SPRINKLER SYSTEM WILL BE PROVIDED



**2 DETAIL**  
 SCALE 1/4" = 1'-0"

- KEYSHEET LIST:**
- A-1 SITE PLAN, CODE MATRIX, DRAWING LISTS, DETAIL, NOTES
  - C-1 SITE IMPROVEMENT PLAN AND NOTES
  - C-2 DETAILS - SITE PLAN
  - L-1 LANDSCAPING PLAN, DETAIL, AND NOTES
  - A-2 FLOOR PLAN DETAILS, ELECTRICAL SYMBOLS, NOTES
  - A-3 ELEVATIONS, ROOM FINISH, CEILING SCHEDULES
  - A-4 ROOF PLAN, SECTION, WALL DETAILS
  - A-5 SECTIONS, KEY PLAN
  - A-6 SECTIONS
  - A-7 REFLECTED CEILING PLAN, ADJ. ILL. ILLUMINATION SINGLE LINE DIAGRAM, PANEL SCHEDULES, LIGHTING FIXTURE SCHEDULE
  - S-1 FOUNDATION PLAN, ELEVATION, DETAILS
  - S-2 ROOF FRAMING PLAN, DETAIL, SECTIONS
  - S-3 SHEAR WALL PLAN, DETAIL, NOTES
  - M-1 HVAC PLAN, VENTILATION, HEATING, SCHEDULE, REFRIGERATION EQUIPMENT, SCHEDULE, HVAC EQUIPMENT SCHEDULE
  - P-1 PLUMBING PLAN, PLUMBING FIXTURE SCHEDULE, DETAIL
  - P-2 PIPING DIAGRAMS
  - SP-1 SPECIFICATION NOTES
  - SP-2 SPECIFICATION NOTES
  - SP-3 SPECIFICATION NOTES
  - SP-4 SPECIFICATION NOTES



I CERTIFY THAT AS A REGISTERED ENERGY PROFESSIONAL (REP) I ALSO CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THE ATTACHED PLANS FOR 3025 S. HALSTED STREET FULLY COMPLY WITH THE REQUIREMENTS IN CHAPTER 16-15 OF THE CHICAGO CONSERVATION OF THE PUBLIC PL OF CHICAGO, EFFECTIVE 8-19-2019

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
 SANG K. LING LICENSED ARCHITECT  
 ILLINOIS LICENSE NUMBER 001-073714

*Alley Easement*

SEAL LICENSE EXPIRES ON 11/30/2020

**PROJECT:**  
 CONSTRUCTION OF  
 STRIP SHOPPING CENTER  
 3025 S. HALSTED STREET  
 CHICAGO, ILLINOIS 60609

**PROJECT ARCHITECT:**  
 DRAWN BY:  
 CHECKED BY:

**ARBOR ENGINEERS & PLANNERS, LTD.**  
 ARCHITECTS & ENGINEERS  
 4000 N. ELSTON AVENUE  
 CHICAGO, ILLINOIS 60630  
 773-298-6808, FAX 773-298-8914  
 ILL. LICENSE NO. 184-00000

I HEREBY CERTIFY UNDER OATH THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM FAMILIAR WITH THE CODES AND ORDINANCES OF CITY OF CHICAGO AND TO THE BEST OF MY KNOWLEDGE COMPLY WITH THE BUILDING CODES, ZONING ORDINANCES AND OTHER APPLICABLE CODES AND ORDINANCES OF CITY OF CHICAGO, ILLINOIS.

ISSUED UNDER NO. 11/07/2019  
 LATEST COPY NUMBER 0000

REV.	DATE	DESCRIPTION	REV.	DATE	DESCRIPTION
0	11-10-2019	BUILDING POWER			
1	11-25-2019	POWER			
2	11-25-2019	POWER			

**DRAWING TITLE:**  
 SITE PLAN, CODE MATRIX  
 DETAIL, NOTES

SCALE: AS SHOWN DATE: 11-25-2019 DRAWING NO. 07-168B A-1

**1 SITE PLAN**  
 SCALE 1/8" = 1'-0"