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THIS DOCUMENT PREPARED BY,

~~and~~

~~WHEN RECORDED RETURN TO:~~



Michael Fraunces, President
(858) 799-7850
Md7 Capital One, LLC
3721 Valley Centre Drive
Suite 301
San Diego, CA 92130

Doc#: 0932833110 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/24/2009 01:38 PM Pg: 1 of 4

Parcel #: 14-30-121-041-0000

MEMORANDUM OF SITE LEASE AMENDMENT

This Memorandum of Site Lease Amendment is entered into on October 22, 2009, by and between **Md7 Capital One, LLC**, a Delaware limited liability company ("**Md7 Capital One**"), whose mailing address for notices is 3721 Valley Centre Drive, Suite 301, San Diego, CA 92130, and **T-Mobile Central LLC**, a Delaware limited liability company, as successor in interest to VoiceStream GSM I Operating Company, L.L.C., a Delaware limited liability company ("**Tenant**"), whose mailing address for notices is Attn: Lease Administration, 2001 Butterfield Road, Suite 1900, Downers Grove, IL 60515; with a copy to: T-Mobile USA, Inc., Attn: Lease Administrator and Legal Department, 12920 South East 38th Street, Bellevue, WA 98006-1350.

Whereas, pursuant to that certain Lease Assignment Agreement dated October 19, 2009 ("**Assignment**"), Md7 Capital One was assigned all of the rights, title and interest of **Sun Devil Properties Management, LLC**, an Illinois limited liability company, as successor in interest to Maghsood Abbaszadeh ("**Owner**") under that certain Rooftop Lease with Option dated April 9, 2003, as amended (the "**Lease**"), a Memorandum of which has been recorded on October 28, 2003, as Instrument No. 0330117103, in the Cook County land records, between Owner and Tenant with respect to certain premises, including any and all improvements thereon, located at **2904 North Damen Avenue, Chicago, IL 60618** (the "**Premises**"), which Premises and the real property of which the Premises are a part (the "**Property**") are described on Exhibit A attached hereto and incorporated herein; and

Whereas Md7 Capital One, as holder of all of the rights, title and interest of Owner under the Lease, and Tenant have entered into a certain Site Lease Amendment dated October 22, 2009 ("**SLA**"), and have agreed and hereby agree to amend the Lease.

1. The SLA modifies certain of Tenant's rights and obligations under the Lease during the term of the Assignment, which term commences on January 10, 2010, and will expire on January 9, 2035 (such term, the "**Assignment Term**").

2. The SLA also modifies and extends the current term of the Lease through January 9, 2035 ("**Lease Term**"). The Lease Term will be automatically renewed for three (3) additional terms, as set forth in the renewal term table below (each a "**Renewal Term**"), without further action by Tenant on the same terms and conditions as the Lease, unless Tenant provides written

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notice to Owner of its intention not to do so at least ninety (90) days prior to the end of the Lease Term or Renewal Term, as applicable:

1 st Renewal Term 1/10/2035 – 1/9/2040	2 nd Renewal Term 1/10/2040 – 1/9/2045	3 rd Renewal Term 1/10/2045 – 1/9/2050
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3. Md7 Capital One and Tenant desire and hereby enter into this Memorandum of Site Lease Amendment to provide constructive notice of the existence of the SLA and the parties' rights under the SLA.

4. The terms and conditions of the Lease and the SLA are hereby incorporated as if set forth herein in full. This Memorandum of Site Lease Amendment 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 Lease or the SLA, all of which are hereby ratified and affirmed. The Lease, as amended by the SLA, shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, and shall run with the land and bind all assignees, transferees or successors of the parties' respective interests.

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

Md7 Capital One:

Md7 Capital One, LLC, a Delaware limited liability company

By:  _____

Print Name: Thomas E. Leddo

Title: Vice President

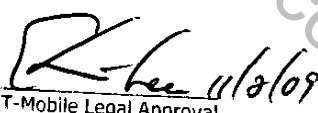
TENANT:

T-Mobile Central LLC, a Delaware limited liability company

By:  _____

Print Name: Allan Tantillo

Title: Director, T-Mobile Tower


T-Mobile Legal Approval
Edwin Lee

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Md7 Capital One ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

On October 26, 2009, before me, Holly Nigh,
a Notary Public, personally appeared Thomas E. Leddo, who
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person, or the entity upon behalf of
which the person 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: Holly Nigh

(Seal)

TENANT ACKNOWLEDGEMENT

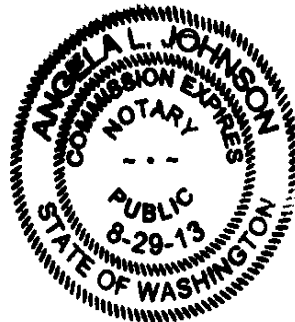
STATE OF Washington)
COUNTY OF King)

I certify that I know or have satisfactory evidence that **Allan Tantillo** is the person who appeared
before me, and said person acknowledged that he signed this instrument, on oath stated that he
was authorized to execute the instrument and acknowledged it as **Director, T-Mobile Tower of
T-Mobile Central LLC** as the free and voluntary act of such party for the uses and purposes
mentioned in the instrument.

Dated November 4, 2009

Signature Angela L. Johnson

Title: Notary Public **Angela L. Johnson**



(Seal)

My commission expires: 8/29/13

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EXHIBIT A

PREMISES DESCRIPTION AND LEGAL DESCRIPTION OF PROPERTY

Street Address: 2904 North Damen Avenue, Chicago, IL 60618

Parcel #: 14-30-121-041-0000

Legal Description:

That certain cell tower site (and easement) located on a portion of the real property described as follows:

The following described Real Estate situated in the County of Cook in the State of Illinois, to wit: Lot 23 (except the South 6.95 feet) and the South 7.95 feet of Lot 22 in the Subdivision Block 1 in William Haime's Subdivision of the North ½ of Lot 13 in the Snow Estates Subdivision by the Superior Court, partition of the East ½ of the Northwest ¼ of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

AND BEING the same property conveyed to George R. Capra & Richard E. Burrough from SHM Properties, Inc., a corporation by Warranty Deed dated December 12, 2003 and recorded January 29, 2004 in Instrument No. 0402926200; AND FURTHER CONVEYED to Sun Devil Properties Management, LLC, an Illinois limited liability company from George R. Capra, Jr. and Richard E. Burrough by Quit Claim Deed dated January 22, 2004 and recorded June 29, 2004 in Instrument No. 0418146142; AND FURTHER CONVEYED to George R. Capra, Jr. and Eric E. Burrough from Sun Devil Properties Management, LLC, an Illinois limited liability company by Quit Claim Deed dated October 10, 2004 and recorded January 28, 2005 in Instrument No. 0502846101; AND FURTHER CONVEYED to Sun Devil Properties Management, LLC, an Illinois limited liability company from George R. Capra, Jr. and Eric E. Burrough by Quit Claim Deed dated March 24, 2005 and recorded April 13, 2005 in Instrument No. 0510319069.