

# UNOFFICIAL COPY

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**PREPARED BY AND WHEN RECORDED**

**RETURN TO:**

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Doc#: 0933722005 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/03/2009 08:29 AM Pg: 1 of 8

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**MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE AGREEMENT**

This Memorandum of First Amendment to Ground Lease Agreement (the "Memorandum") is made as of the date last signed by a party hereto, by and between Chicago SMSA Limited Partnership (the "Lessee") and The Lincoln Foundation, as the successor-in-interest to Christiana Industries Corp. (the "Lessor").

WHEREAS, Lessor is the fee owner of the real property commonly known as 6525 Clark Avenue, Chicago (Cook County), IL and legally described as set forth on the attached Exhibit A-1 (the "Parent Parcel"), a portion of which (the "Existing Lease Area" as same is described on attached Exhibit A-1 (and depicted as "Existing AMCI Lease Site" on the Plat of Survey attached thereto) a portion of which consists of the second floor "Equipment Room" (as defined in the Original Agreement) located in the building adjacent to the tower area pursuant to the terms and conditions of the Original Agreement) is leased to Lessee under and pursuant to that certain Ground Lease Agreement dated June 17, 1993 (the "Original Agreement"), and amended by that First Amendment to Ground Lease Agreement (the "First Amendment") dated as of the same date hereof (collectively, the Original Agreement and First Amendment shall be referred to herein as the "Agreement"); and

WHEREAS, the parties previously recorded a Memorandum of Ground Lease Agreement on August 10, 1993 against the Parent Parcel with the Cook County Recorder as Document No. 93-626919, which such recorded memorandum was re-recorded against the Parent Parcel with the Cook County Recorder as Document No. 95-655848 to correct the legal description of the Existing Lease Area as described therein (the "Original Memorandum"); and

WHEREAS, pursuant to the First Amendment, Lessor has leased to Lessee the additional space within the Parent Parcel that is described on the attached Exhibit A-1 (and depicted as "New Lease Site" on the Plat of Survey attached thereto), which such additional space is contiguous with and adjacent to the Existing Lease Area for the expansion of the Existing Lease Area (which such additional space is referred to herein as the "Additional Land") (together, the Existing Lease Area and the Additional Land shall be referred to herein as the "Amended Lease Area"); and

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WHEREAS, Lessor and Lessee desire to record this Memorandum to supplement the Original Memorandum and to place of record a memorial of certain terms and conditions of the First Amendment as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby state the following:

1. Lessor and Lessee state and affirm that the Existing Lease Area described in the Original Memorandum shall be supplemented to further include the Additional Land that is described on the attached Exhibit A-1 (and depicted as the "Proposed Lease Site" on the Plat of Survey attached thereto), so that the portion of the Parent Parcel leased by Lessor to Lessee pursuant to the terms of the Agreement is the Amended Lease Area described herein.
2. Lessor hereby confirms and ratifies the granting of the following easements over, across and through the Parent Parcel upon the terms and conditions set forth in the Agreement, and acknowledges and agrees that the following easements are for the benefit of the Amended Lease Area, as well as the use and operations of Lessee, and its successors, assigns, tenants and any sublessees: (a) that certain non-exclusive access easement for vehicular ingress and egress to and from the Amended Lease Area to Clark Avenue (the "Access Easement"), as such Access Easement is described on the attached Exhibit A-1 (and depicted as "Existing AMCI Access Easement" on the Plat of Survey attached thereto), and (b) that certain utility easement (the "Utility Easement"), as such Utility Easement is described on the attached Exhibit A-1 (and depicted as "Existing AMCI Utility Easement" on the Plat of Survey attached thereto). Lessor acknowledges and agrees that any and all sublessees and/or assigns of Lessee shall have all of the rights and interests of Lessee with regard to the use and enjoyment of the Access Easement and Utility Easement and that such easements shall be deemed to run with the land, be binding upon the successors and assigns of Lessor and the terms of such easements shall coincide with the term of the Agreement.
3. All terms, covenants, and conditions of the Agreement, as modified and amended by the First Amendment, are hereby ratified and confirmed and shall be and remain in full force and effect. All capitalized terms not defined herein shall have the meanings given such terms in the Agreement. The Recitals hereinabove are true and correct and are incorporated herein by this reference. All exhibits and attachments to this Memorandum are hereby incorporated herein by reference and made a part of this Memorandum.

**SIGNATURE PAGES TO FOLLOW**

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IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE AGREEMENT as of the date last signed by a party hereto.

LESSEE:

**CHICAGO SMSA Limited Partnership**

By: Cellco Partnership, its General Partner

By: *Beth Ann Drohan*  
Name: Beth Ann Drohan  
Its: Area Vice President Network  
Date: 10/23/09

STATE OF Illinois SS:  
COUNTY OF Cook

On 10/23/09 before me personally came Beth Ann Drohan, the ~~Area Vice President~~ of Chicago SMSA Limited Partnership, who personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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) capacity(ies) and that by (his)(her)(their) signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary Public)  
Printed Name: Cynthia Nava  
Comm. Expiration Date: \_\_\_\_\_

[STAMPED SEAL]

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LESSOR:

The Lincoln Foundation

By: *Ben Myers*

Name: Ben Myers

Title: President

Dated: December 23rd, 2008

Property of COOK COUNTY Clerk's Office

STATE OF Illinois

SS.

COUNTY OF Cook

On December 23 2008 before me personally came Ben Myers, as President of The Lincoln Foundation, who personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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) capacity(ies) and that by (his)(her)(their) signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

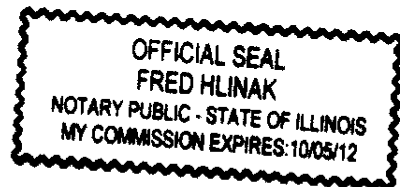
WITNESS my hand and official seal.

*Fred Hlinak*  
(Signature of Notary Public)

Printed Name: Fred Hlinak

Comm. Expiration Date: October 5th, 2012

[STAMPED SEAL]



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## EXHIBIT A-1

### Parent Parcel:

LOTS 1 TO 10 IN BLOCK 1 IN BECKER'S ADDITION TO ROGERS PARK, A SUBDIVISION OF THE PART OF LOTS 2 AND 3 IN THE PARTITION OF LOT 2 AND LOTS 3 AND 4 IN THE PARTITION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE A STRIP OF LAND 17 FEET WIDE CONVEYED BY JACOB REIN AND WIFE TO CHICAGO AND NORTHWESTERN RAILROAD COMPANY DATED APRIL 29, 1903 RECORDED JUNE 26, 1903 IN BOOK 8205, PAGE 602 AS DOCUMENT 3409799, IN COOK COUNTY, ILLINOIS.

### Existing Lease Area (depicted as "Existing AMCI Lease Site" on the attached Plat of Survey):

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN LOT 4 IN BLOCK 1 IN BECKER'S ADDITION TO ROGERS PARK, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 9, 1915 AS DOCUMENT NUMBER 5602833, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 1 IN BECKER'S ADDITION TO ROGERS PARK; THENCE SOUTH 12 DEGREES 14 MINUTES 20 SECONDS EAST ALONG THE WESTERLY LINE OF SAID BLOCK 1, A DISTANCE OF 10.90 FEET TO THE NORTH LINE OF AN EXISTING BUILDING; THENCE SOUTH 88 DEGREES 19 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE 21.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 19 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE 41.00 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 41 SECONDS EAST PERPENDICULAR TO SAID NORTH LINE 10.00 FEET; THENCE NORTH 43 DEGREES 19 MINUTES 19 SECONDS WEST 7.07 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 19 SECONDS WEST PARALLEL WITH SAID NORTH LINE, 36.00 FEET TO A LINE THAT IS PERPENDICULAR TO SAID NORTH LINE AND PASSES THROUGH THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 40 MINUTES 41 SECONDS WEST ALONG SAID PERPENDICULAR LINE 15.00 FEET TO THE POINT OF BEGINNING IN ROGERS PARK TOWNSHIP, COOK COUNTY, ILLINOIS.

### Additional Land (depicted as "Proposed Lease Site" on the attached Plat of Survey):

PART OF LOT 4 IN BLOCK 1, IN BECKER'S ADDITION TO ROGERS PARK, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 9, 1915 AS DOCUMENT NUMBER 5602837, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4 IN BLOCK 1, THENCE SOUTH 88 DEGREES 13 MINUTES 42 SECONDS EAST ALONG THE NORTH LINE OF LOT 4, A DISTANCE OF 63.64 FEET; THENCE SOUTH 02 DEGREES 18 MINUTES 37 SECONDS WEST 9.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 23 MINUTES 26 SECONDS EAST, 14.04 FEET; THENCE SOUTH 01 DEGREE 40 MINUTES 42 SECONDS WEST, 15.00 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 10 SECONDS WEST, 9.00 FEET; THENCE NORTH 01 DEGREE 40 MINUTES 42 SECONDS EAST, 10.00 FEET; THENCE NORTH 43 DEGREES 48 MINUTES 32 SECONDS WEST, 7.07 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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**Access Easement (depicted as "Existing AMCI Access Easement" on the attached Plat of Survey):**

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN LOT 4 IN BLOCK 1 IN BECKER'S ADDITION TO ROGERS PARK, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 8, 1915 AS DOCUMENT NUMBER 5602833, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 1 IN BECKER'S ADDITION TO ROGERS PARK; THENCE SOUTH 12 DEGREES 14 MINUTES 20 SECONDS EAST ALONG THE WESTERLY LINE OF SAID BLOCK 1; A DISTANCE OF 102.90 FEET TO THE NORTH LINE OF AN EXISTING BUILDING; THENCE NORTH 01 DEGREE 40 MINUTES 41 SECONDS EAST PERPENDICULAR TO SAID NORTH LINE, 10.00 FEET; THENCE NORTH 43 DEGREES 19 MINUTES 19 SECONDS WEST 81.94 FEET; THENCE NORTH 88 DEGREES 26 MINUTES 51 SECONDS WEST, 21.53 FEET TO THE AFORESAID WESTERLY LINE OF BLOCK 1; THENCE NORTH 12 DEGREES 14 MINUTES 20 SECONDS WEST ALONG SAID WESTERLY LINE, 12.36 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 51 SECOND EAST, 20.47 FEET; THENCE SOUTH 43 DEGREES 19 MINUTES 19 SECONDS EAST 45.28 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 51 SECONDS EAST 29.95 FEET TO A LINE PERPENDICULAR TO THE AFORESAID NORTH LINE OF AN EXISTING BUILDING AND PASSING THROUGH A POINT ON SAID NORTH LINE 9.00 FEET EAST OF THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 40 MINUTES 41 SECONDS WEST ALONG SAID PERPENDICULAR LINE, 48.00 FEET TO SAID NORTH LINE OF AN EXISTING BUILDING; THENCE NORTH 88 DEGREES 19 MINUTES 19 SECONDS WEST ALONG SAID NORTH LINE, 9.00 FEET TO THE POINT OF BEGINNING IN ROGERS PARK TOWNSHIP, COOK COUNTY, ILLINOIS.

**Utility Easement (depicted as "Existing AMCI Utility Easement Agreement" on the attached Plat of Survey):**

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED WITHIN LOT 4 IN BLOCK 1 IN BECKER'S ADDITION TO ROGERS PARK, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 8, 1915, AS DOCUMENT NUMBER 5602837, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 1 IN BECKER'S ADDITION TO ROGERS PARK; THENCE SOUTH 12 DEGREES 14 MINUTES 20 SECONDS EAST ALONG THE WESTERLY LINE OF SAID BLOCK 1, A DISTANCE OF 102.90 FEET TO THE NORTH LINE OF AN EXISTING BUILDING; THENCE SOUTH 88 DEGREES 19 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE 71.65 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 40 MINUTES 41 SECONDS EAST PERPENDICULAR TO SAID NORTH LINE, 6.00 FEET; THENCE SOUTH 58 DEGREES 19 MINUTES 19 SECONDS EAST, PARALLEL WITH SAID NORTH LINE 28.32 FEET TO THE EAST LINE OF AFORESAID LOT 4; THENCE SOUTH 01 DEGREE 50 MINUTES 50 SECONDS WEST ALONG SAID EAST LINE 5.94 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 5; THENCE SOUTH 12 DEGREES 08 MINUTES 45 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 5, A DISTANCE OF 0.08 FEET TO THE AFORESAID NORTH LINE OF AN EXISTING BUILDING, THENCE NORTH 88 DEGREES 19 MINUTES 19 SECONDS WEST ALONG SAID NORTH LINE, 23.32 FEET TO THE POINT OF BEGINNING, IN ROGERS PARK TOWNSHIP, COOK COUNTY, ILLINOIS.

[PLAT OF SURVEY ATTACHED HERETO]





