

UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:



Michael Fraunces, President
(858) 799-7850
Md7 Capital Three, LLC
3721 Valley Centre Drive
Suite 303
San Diego, CA 92130

Doc#: 1030233026 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/29/2010 08:52 AM Pg: 1 of 4

Parcel #: 15-04-404-080-0000

SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF AMENDMENT TO SITE LEASE WITH OPTION

This Memorandum of Amendment to Site Lease with Option ("Memorandum of Amendment") is entered into as of July 27, 2010, by and between Village of Melrose Park, an Illinois municipal corporation ("Landlord") whose mailing address for notices is 1000 North 25th Avenue, Melrose Park, IL 60160, and M17 Capital Three, LLC, a Delaware limited liability company ("Tenant"), whose mailing address for notices is 3721 Valley Centre Drive, Suite 303, San Diego, California 92130, Attention: Legal Department. The effective date of this Memorandum of Amendment is October 10, 2010 ("Effective Date").

Whereas, Landlord and Tenant are parties to that certain Site Lease with Option dated May 15, 2006, as amended (the "Lease"), whereby Landlord has leased and hereby leases to Tenant and Tenant has leased from Landlord certain premises described therein together with all other space and access and utility easements utilized by Tenant pursuant to the provisions of the Lease (collectively, the "Premises"), that are a portion of that certain real property located at 1002 North 27th Avenue, Melrose Park, IL 60160, previously referred to as 1002 North 27th Street, Melrose Park, Cook, IL 60160 ("Property") described on Exhibit A attached hereto and incorporated herein;

Whereas, a Memorandum of Lease has been recorded on July 5, 2006, as Document No. 0618606068, in the real estate records of Cook County, State of Illinois and such memorandum reflects an original Lease term of five (5) years with five (5) renewal options of five (5) years each;

Whereas, Landlord and Tenant have entered into that certain First Amendment to Site Lease with Option effective as of October 10, 2010 ("First Amendment") and have agreed and hereby agree to amend the Lease; and

Whereas, Landlord and Tenant desire and hereby enter into this Memorandum of Amendment, to provide constructive notice of the existence of the First Amendment.

1. The parties have agreed to modify the current term of the Lease such that the current term of the Lease expires on October 9, 2035 ("Modified Term"), subject to the provisions of the Lease, as amended by the First Amendment.

2. The parties have agreed, following the Modified Term, to add three (3) renewal terms of five (5) years each to the Lease, which may be exercised upon the terms and conditions of the Lease, as amended by the First Amendment.

A00199563 - SAICS KJ3 - 2/4

S
P
S
S
INT

Box 400-CTCC


UNOFFICIAL COPY

3. The provisions of the Lease, as amended by the First Amendment, are hereby ratified and affirmed.

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

LANDLORD:

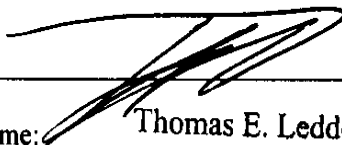
Village of Melrose Park,
an Illinois municipal corporation

By: 

Ronald Serpico, Mayor

TENANT:

Md7 Capital Three, LLC,
a Delaware limited liability company

By: 

Print Name: Thomas E. Leddo
Title: Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LANDLORD ACKNOWLEDGEMENT

STATE OF Illinois)

COUNTY OF Cook)

On August 10, 2010 before me, [print name and title of notarial officer here:] Constance Spatafora

personally appeared Ronald Serpico, 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 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.

WITNESS my hand and official seal.

Signature Constance Spatafora

My commission expires: 4/28/12



TENANT ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

) ss:

COUNTY OF SAN DIEGO)

On August 20, 2010, before me, Holly Nigh, a Notary Public, personally appeared Thomas E. Leddo

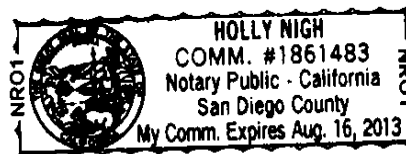
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)



UNOFFICIAL COPY

EXHIBIT A

PREMISES DESCRIPTION AND LEGAL DESCRIPTION OF PROPERTY

Street Address: 1002 North 27th Avenue, Melrose Park, IL 60160

Parcel #: 15-04-404-080-0000

Legal Description:

That certain communications facility site (and access and utility easements) on a portion of the real property described as follows:

PARCEL 1: Lot 2 in Baum's Resubdivision, being a resubdivision of a part of Richardson Industrial Park, a subdivision in the Southeast 1/4 of Section 4, Township 39 North Range 12 East of the Third Principal Meridian, in Cook County Illinois

PARCEL 2: A Non-exclusive, Perpetual Ingress, Egress, Dockage, Access and Use Easement as Created by Agreement recorded September 20, 1990, as Document 90458847, over that part of Lot 15 in Richardson Industrial Park, being a Subdivision as aforesaid, described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 37.20 FEET ALONG THE SOUTH LINE OF SAID LOT 15; THENCE NORTH 00 DEGREES 05 MINUTES 35 SECONDS EAST 264.73 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 23 SECONDS WEST 99.56 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 37 MINUTES 23 SECONDS WEST 7.85 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 19 SECONDS WEST 5.83 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 59 SECONDS WEST 261.62 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 01 SECONDS WEST 20 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 50 SECONDS EAST 402.36 FEET TO THE SOUTH LINE OF THE NORTH 18.0 FEET OF LOT 15; THENCE NORTH 89 DEGREES 57 MINUTES 30 SECONDS EAST ALONG THE LAST DESCRIBED LINE 31.91; THENCE SOUTH 00 DEGREES 04 MINUTES 53 SECONDS EAST 391.60 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 07 SECONDS EAST 1.20 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 26 SECONDS WEST 190.40 FEET TO THE POINT OF BEGINNING.

AND BEING the same property conveyed to Village of Melrose Park, an Illinois municipal corporation, from 2755 West Thomas, LLC, an Illinois limited liability company, by Special Warranty Deed dated September 21, 2000 and recorded October 13, 2000 in Instrument No. 00802825.