

UNOFFICIAL COPY



Doc#: 1533719016 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/03/2015 09:10 AM Pg: 1 of 7

Prepared by: Joanne Beaulieu
After recording return to: Khreshmore Spence
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
Ph: 1-800-487-7483 ext. 7795

Parcel ID: 19-25-411-013-0000

AMENDMENT TO STANDARD BUILDING LEASE AGREEMENT

THIS AMENDMENT TO STANDARD BUILDING LEASE AGREEMENT ("Amendment") is executed this 26 day of October, 2015, by and between **CHICAGO 79TH STORAGE LLC, a Delaware limited liability company**, having an address at 13528 Boulton Boulevard, Lake Forest, IL 60045 ("Lessor") and **SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Lessee").

WHEREAS, REO Packaging Company, an Illinois corporation, and Smart SMR of Illinois, Inc., a Delaware corporation, d/b/a Nextel Communications, entered into that certain Standard Building Lease Agreement, dated June 28, 1994, as evidenced by that certain Memorandum of Agreement recorded August 20, 2009, as Document #0923215029, and ultimately assigned to Lessee, f/k/a TowerCo Assets LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Ground Lease recorded January 13, 2009, as Document #0901317032, both recordings of the Recorder of Deeds Office of Cook County, Illinois (collectively, "Agreement") for Lessee's use of a portion of the real property ("Premises") as defined in the Agreement, located at 2740 West 79th Street, Chicago, IL 60652 ("Property"), being more particularly described in the attached Exhibit "A"; and

WHEREAS, Lessor is the ultimate successor in interest to REO Packaging Company, an Illinois corporation; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the

S
P
C
M
N
C
N
INT

UNOFFICIAL COPY

Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration of [REDACTED], the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Section 4. Term**, of the Agreement is hereby amended as follows:

In addition to the Renewal Terms as referenced in the Agreement, the Agreement is hereby amended to include five (5) additional successive terms of five (5) years (each an "Additional Renewal Term"). Each Additional Renewal Term shall be deemed automatically extended, unless Lessee notifies Lessor of its intention not to renew the Agreement at least sixty (60) days prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on October 1, 2019 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring on September 30, 2019.

2. The last sentence of **Section 5(a). Rent**, of the Agreement is hereby deleted in its entirety and replaced as follows:

Rent shall be payable to Lessor at 13528 Boulton Boulevard, Lake Forest, IL 60045.

3. **Section 13. Insurance**, is hereby ratified and reaffirmed as set forth in the Agreement.

4. **Section 15. Assignment**, of the Agreement is hereby deleted in its entirety and replaced as follows:

Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring [REDACTED] or more of its stock or assets, subject to any financing entity's interest, if any. Notwithstanding the foregoing, Lessee may sublet all or a portion of the Premises to one or more entities for communications uses, only.

5. **Section 20(e). Miscellaneous**, of the Agreement is hereby amended as follows:

If to Lessor:

Chicago 79th Storage LLC
13528 Boulton Boulevard
Lake Forest, IL 60045

UNOFFICIAL COPY

If to Lessee:

SBA 2012 TC Assets, LLC
 Attn: Site Administration
 8051 Congress Avenue
 Boca Raton, FL 33487-1307
 Re: IL46502-A/Evergreen Park

6. The Agreement is hereby amended to include **Section 21. Right of First Refusal / Exclusive Use**, as follows:

If at any time during the term of the Agreement, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Rent, this Agreement, the Premises or the Property, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on the terms set forth in the Offer. Lessee shall have a period of ten (10) business days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such ten (10) business day period, the Offer will be deemed rejected.

As part of Lessee's right to the undisturbed use and enjoyment of the Premises, Lessor shall not at any time during the term of the Agreement (i) use or suffer or permit another person to use any portion of the Property leased or managed by Lessor for the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Property that permits (either during the term of the Agreement or after the term hereof) any of the uses permitted under the Agreement without the prior written consent of Lessee, in Lessee's sole discretion, which shall not be unreasonably withheld. Notwithstanding the foregoing, Lessor and Lessee acknowledge that Lessor has an existing tower located on the water tower ("Water Tower").

7. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.
8. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Property is located without regard to principles of conflicts of law.
9. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
10. Lessor acknowledges that the attached Exhibit "A" may be preliminary or

UNOFFICIAL COPY

- incomplete and, accordingly, Lessee may replace and substitute such Exhibit with an accurate survey and legal descriptions of the Premises and easements and re-record this Amendment without obtaining the further approval of Lessor. Following such re-recording, the descriptions of the Premises and easements described therein shall serve as the descriptions for same for all purposes under the Amendment.
11. Lessor represents and warrants to Lessee that the Lessor is the sole owner in fee simple title to the Premises and easements and the Lessor's interest under the Agreement and that consent or approval of no other person is necessary for the Lessor to enter into this Amendment.
 12. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Amendment.
 13. Lessee shall have the right to record this Amendment.
 14. No provisions of this Amendment shall be applicable to the Water Tower.

[The remainder of this page is intentionally left blank. Signatures to follow.]

UNOFFICIAL COPY

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

WITNESSES:

LESSOR:

[Signature]
Print Name: Samantha Larson

CHICAGO 79TH STORAGE LLC, a Delaware limited liability company

By: [Signature]
Print Name: _____

[Signature]
Print Name: LISA M. Reitenbach

Title: MARTIN J. GALLAGHER
PRESIDENT

STATE OF ILLINOIS
COUNTY OF Lake

I, Kathy Keturoskey, the undersigned Notary Public, do hereby certify that on the 22nd day of October, 2015, by Martin J Gallagher, as President of Chicago 79th Storage LLC, a Delaware limited liability company, personally appeared before me and being first duly sworn by me acknowledged that he/she signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

[Signature]
Notary Public

(NOTARY SEAL)



UNOFFICIAL COPY

WITNESSES:

Javetta Mixon
Print Name: Javetta Mixon

Giovanna Rivera
Print Name: Giovanna Rivera

LESSEE:

SBA 2012 TC ASSETS, LLC, a Delaware limited liability company

By: Alyssa Houlihan
Alyssa Houlihan
Vice President, Site Leasing

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on the 20 day of October, 2015, by Alyssa Houlihan, Vice President, Site Leasing of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company and who is personally known to me.

Wendy Carrick
Notary Public

Print Name: Wendy Carrick
My Commission Expires: _____

(NOTARY SEAL)



UNOFFICIAL COPY

EXHIBIT 'A'

Legal description to be incorporated upon receipt of final survey.

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF WEST 79TH STREET, 737 FEET WEST FROM THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, AFORESAID, MEASURED ALONG THE SAID NORTH LINE OF WEST 79TH STREET; THENCE NORTH ALONG THE WEST LINE, AND THE NORTHERLY PROLONGATION THEREOF, OF A PARCEL OF LAND CONVEYED TO ALGO B. LARSON, INC. BY DEED DATED MARCH 24, 1951, SAID WEST LINE AND ITS NORTHERLY PROLONGATION BEING PARALLEL TO SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, A DISTANCE OF 855 FEET; THENCE WEST AT RIGHT ANGLES TO LAST DESCRIBED COURSE, 400 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO AFORESAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25 A DISTANCE OF 865.21 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF WEST 79TH STREET; THENCE NORTHEASTERLY AND EASTERLY ALONG THE NORTHERLY LINE OF WEST 79TH STREET A DISTANCE OF 400.16 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, (EXCEPT THE NORTH 211.21 FEET THEREOF), IN COOK COUNTY, ILLINOIS.