

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/20/2016 10:20 AM Pg: 1 of 8

**PREPARED BY AND WHEN RECORDED**  
**RETURN TO:**

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PO Box 1806  
Madison, WI 53701-1806

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**MEMORANDUM OF SECOND AMENDMENT TO GROUND LEASE AGREEMENT**  
**BUN 817176**

This Memorandum of Second Amendment to Ground Lease Agreement (the "Memorandum") is made as of the date 'as' signed by a party hereto, by and between Chicago SMSA Limited Partnership, d/b/a Verizon Wireless (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 is leased to Lessee under and pursuant to that certain Ground Lease Agreement dated June 17, 1993 (the "Original Agreement"), as amended by that certain First Amendment to Ground Lease Agreement (the "First Amendment") dated as of October 23, 2009 and further amended by that certain Second Amendment to Ground Lease Agreement dated the same date hereof (collectively, the Original Agreement, First Amendment and Second Amendment shall be referred to herein as the "Agreement"); and

WHEREAS, pursuant to the First Amendment, the portion of the Parent Parcel that Lessee leases pursuant to the Agreement is described on the attached Exhibit A-1 as the "Lease Area" (a portion of which consists of the second floor "Equipment Room" (as defined in the Original Agreement) (the "Lease Area"), which Lease Area is the beneficiary of those certain easements described on the attached Exhibit A-1 as the "Access Easement" and the "Utility Easement" (together, the "Easements"); and

WHEREAS, the parties previously recorded against the Parent Parcel with the Cook County Recorder (i) a Memorandum of Ground Lease Agreement on August 10, 1993 as Document No. 93-626919, which such recorded memorandum was re-recorded as Document No. 95-655848 to correct the legal description of the Existing Lease Area as described therein (the "Original Memorandum"), and (ii) a Memorandum of First Amendment to Ground Lease Agreement on October 23, 2009 (the "Memorandum of First Amendment") (together, the Original Memorandum and the Memorandum of First Amendment may be referred to herein as the "Prior Recordings"); and

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WHEREAS, pursuant to the Second Amendment, the parties have agreed to an additional ten (10) year extension term for the Agreement; and

WHEREAS, Lessor and Lessee desire to record this Memorandum to supplement the Prior Recordings and to place of record a memorial of certain terms and conditions of the Second 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. **Consent.** Notwithstanding any language in Section 6 of the Lease or otherwise, Lessee shall have the right at any time, and without consent of the Lessor, to install, alter, replace, remove, or otherwise modify its own (i) antenna systems (including antenna arrays, microwave dishes and all related cable or other accessories) provided the modification or replacement remains at the same vertical height on the tower; (ii) telecommunications lines and cables, including optical fiber and related cables and accessories; (iii) cabinets or other equipment inside the Lease Area; (iv) ice bridges; or (v) equipment storage or related structures or improvements inside the Lease Area. Any work performed as described herein shall be performed in a good and workmanlike manner, and at times and in a manner so as to minimize disruption or interference with the Lessor's business activity. Notwithstanding the foregoing, Lessee agrees that major modifications to the tower structure itself, that materially alter the design and physical character of the tower structure, or which would add an additional antenna arrays to the tower, shall require Lessor consent and approval.
2. **Extension Term.** Pursuant to Section 3 of the Settlement Agreement, the parties acknowledged that the term of the Agreement will terminate on September 23, 2018 ("**Existing Lease Expiration Date**"). The parties hereby agree that the term of the Agreement shall be automatically extended for an additional ten (10) year term (the "**Extension Term**") commencing upon the Existing Lease Expiration Date, so that the amended expiration date of the Agreement shall be September 23, 2028 (the "**Amended Lease Expiration Date**"), upon the same terms and conditions set forth in the Agreement except as amended herein. Notwithstanding anything to the contrary set forth herein, in the event that Lessee desires to not extend the Agreement for the Extension Term it shall give Lessor written notice of its intention not to extend the term at least sixty (60) days prior to the Existing Lease Expiration Date whereupon the Agreement shall be deemed terminated as of the Existing Lease Expiration Date.
3. All terms, covenants, and conditions of the Agreement, as modified and amended by the Second 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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**LESSOR:**

**The Lincoln Foundation**

By: [Signature]

Name: BEN MYERS

Title: PRESIDENT

Dated: 12/1/18

Property of COOK COUNTY

STATE OF ILLINOIS

SS.

COUNTY OF COOK

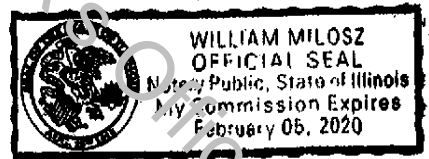
On DEC 1<sup>st</sup> 2018 before me personally came BEN MYERS, as PRESIDENT of The Lincoln Foundation, who personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he)(she)(they) 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.

[Signature]  
(Signature of Notary Public)

Printed Name: William Milosz

Comm. Expiration Date: 2/5/20



[STAMPED SEAL]

**UNOFFICIAL COPY****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.

**Lease Area:** Consists of the following described areas:

## (a) The area depicted as the "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 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 102.00 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 FOR 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.

## (b) The area depicted as the "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 8, 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.

**UNOFFICIAL COPY****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 SECONDS EAST, 29.47 FEET; THENCE SOUTH 43 DEGREES 19 MINUTES 19 SECONDS EAST 45.28 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 51 SECONDS EAST 29.96 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" 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 31, 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 88 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 0.06 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]



