

20100827000276380 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
08/27/2010 11:25:42 AM FILED/CERT

Prepared by: Christine Kauffman
~~After recording return to: Debra DiBetta~~
SBA Network Services, Inc.
5900 Broken Sound Parkway, NW. 3rd Floor
Boca Raton, FL 33487
Ph: 1-800-487-7483 ext. 9461

MEMORANDUM OF OPTION AND LAND LEASE

THIS MEMORANDUM OF OPTION AND LAND LEASE (herein "Memorandum") is made this 23rd day of July, 2010, by and between **LEE G. JOHNSON AND LYNDA G. JOHNSON**, husband and wife, having an address of 10217 Yale Bridge Road, Rockton, Illinois 61072 (herein "Lessor") and **SBA TOWERS II LLC**, a Florida limited liability company, having a principal office located at 5900 Broken Sound Parkway N. W., Boca Raton, FL 33487-2797 (herein "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Option and Land Lease dated July 23, 2010 whereby, Lessor granted to Lessee an Option to lease the land described in Exhibit "A" attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Option and Land Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Option and Land Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the option, the rents reserved and the covenants and conditions more particularly set forth in the Option and Land Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Option and Land Lease provides in part that Lessor grants to Lessee an exclusive and irrevocable Option to lease approximately 10,000 (100' x 100') square feet at a certain site ("Site") located at 10217 Yale Bridge Road, City of Rockton, County of Winnebago, State of Illinois 61072, Property Parcel ID: 02-33-100-002 within the property of or under the control of Lessor which is legally described in Exhibit "A" attached hereto and made a part hereof. The Initial Option Period expires one (1) year from date of execution and may be extended for an additional period of one (1) year.
2. In the event Lessee exercises the Option, Lessee shall lease the Site from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Option and Land Lease, all upon the terms and conditions more particularly set forth in the Option and Land Lease for a term of five (5) years, which term is subject to ten (10) additional five (5) year extension periods.
3. The sole purpose of this instrument is to give notice of said Option and Land Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Option and Land Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

Site Name: Shirland, IL
Site No: IL12393-S


Zonia N. Veal *Return to*
First National Financial Title Service, Inc.
3237 Satellite Blvd., Suite 450, Bldg 300
Duluth, GA 30096 *HB144-H*

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4. Right of First Refusal. If at any time during the initial term or renewal term of this Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the Leased Space and/or Premises, 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 purchase the Leased Space for a pro-rata price based on the size that the Leased Space is to the portion of the Premises described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer or exercise Lessee's right to purchase the Leased Space and exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer or exercised its right to purchase the Leased Space in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, Lessor shall not, at any time during the initial term or renewal term of the Lease, grant any interest in any portion of the Leased Space or any portion of the Premises (other than the conveyance of fee simple title to the entire Premises) to any third party without the prior written consent of Lessee, in Lessee's sole and absolute discretion.

5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Option and Land Lease and any extensions thereof. All covenants and agreements of this Option and Land Lease shall run with the land described in Exhibit "A".


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

WITNESSES:

LESSOR: LEE G. JOHNSON

Marianna W. Seipts
MARIANNA W. SEIPTS
Print Name

By: Lee G. Johnson
Print: Lee G. Johnson
Title: Owner
Date: 7/22/10

Suzette K. Merchant
Suzette K. Merchant
Print Name

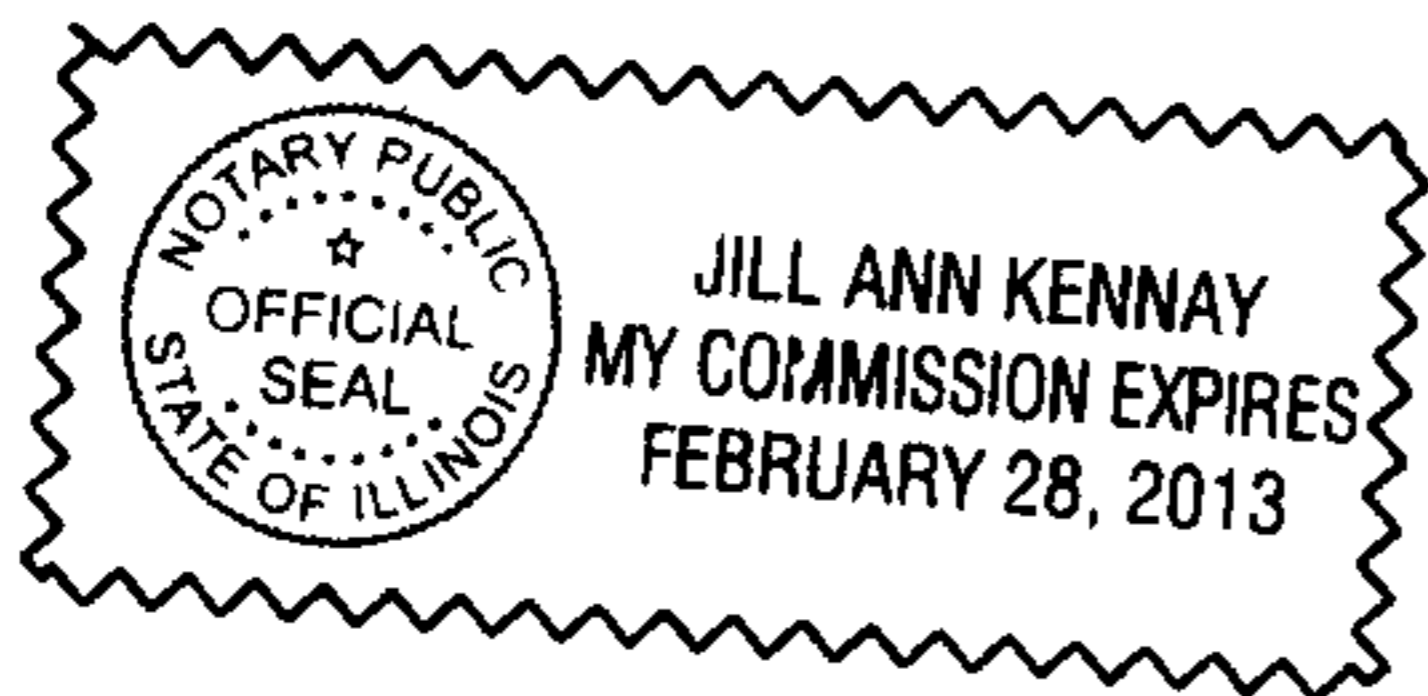
STATE OF ILLINOIS
COUNTY OF WENDEBAGO } .SS:
~~WISCONSIN~~


I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared **LEE G. JOHNSON**, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same in the capacity aforesaid.

WITNESS my hand and official seal in the County and State last aforesaid the 22 day of July, 2010

Sign Name: Jill Ann Kennay
Print Name: JILL ANN KENNAY
Notary Public

My Commission expires on: 2/26/13




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WITNESSES:

Marianna W. Seipts

MARIANNA W. SEIPTS
Print Name

Suzette K. Merchant

Suzette K. Merchant
Print Name

LESSOR: LYNDA G. JOHNSON

By: Lynda G. Johnson
Print: Lynda G. Johnson
Title: Owner
Date: 07-22-10

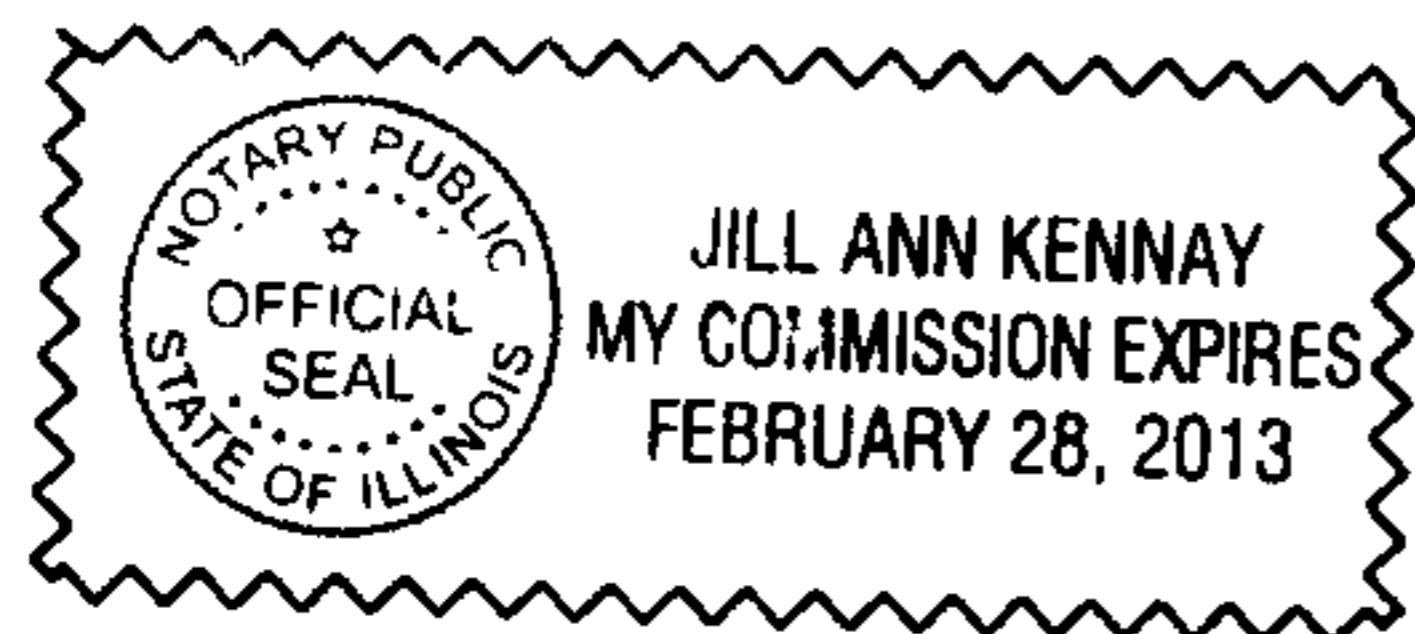
STATE OF ILLINOIS
COUNTY OF WINNEBAGO } .ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared **LYNDA G. JOHNSON**, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same in the capacity aforesaid.

WITNESS my hand and official seal in the County and State last aforesaid the 22nd day of July, 2010.

Sign Name: Jill Ann Kennay
Print Name: JILL ANN KENNAY
Notary Public

My Commission expires on: 2/28/13



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WITNESSES:

[Signature]

TANIA E. CAMIBEN
Print Name

[Signature]

Gail Pilgrim
Print Name

LESSEE: SBA TOWERS II LLC,
A FLORIDA LIMITED LIABILITY COMPANY

By: [Signature]
Print: Alyssa Houlihan
Its: Director of Leasing
Date: 7/23/10

(CORPORATE SEAL)

STATE OF FLORIDA }
 } .ss:
COUNTY OF PALM BEACH }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared **ALYSSA HOULIHAN, AS DIRECTOR OF LEASING OF SBA TOWERS II LLC, A FLORIDA LIMITED LIABILITY COMPANY**, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same in the capacity aforestated.

WITNESS my hand and official seal in the County and State last aforesaid the 23rd day of July, 20 .

Sign Name: Wendy Carrick

Print Name: Wendy Carrick
Notary Public

My Commission Expires: 11/30/2013

NOTARY PUBLIC-STATE OF FLORIDA
Wendy Carrick
Commission #DD933314
Expires: NOV. 30, 2013
BONDED THRU ATLANTIC BONDING CO., INC.



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EXHIBIT "A"

Legal Description

The Leased Space shall consist of 10,000 (100' x 100') square feet of ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

Situated in Winnebago County, State of Illinois:

THE PROPERTY COMMONLY KNOWN AS: 10217 Yale Bridge Road, Rockton,
IL 61072

PROPERTY LEGALLY DESCRIBED AS:

All that part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 33, Township 29 North, Range 11 East of the 4th P.M., lying Northerly of the center line of the public road known as Yale Bridge Road running Northeasterly and Southwesterly across the Northerly part of said Northeast Quarter (1/4) of the Northwest Quarter (1/4), EXCEPTING THEREFROM, the following described parcel of land: Beginning at the Northeast corner of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of said Section 33; thence West along the North line of the Northeast Quarter (1/4) of the Northwest Quarter of said Section 33, a distance of Six Hundred Sixty (660) feet to a point; thence South parallel with the East line of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of said Section 33, to a point in the center line of the public road aforesaid; thence Northeasterly along the center line of the public road as aforesaid, to the place of beginning, subject to an easement over, across, under and through a Sixty-six (66) foot wide strip along the Westerly line of said Tract to provide ingress and egress to adjacent lands lying to the West and North of said Tract, ALSO, the Southeast Quarter (1/4) of the Southwest Quarter (1/4) and the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) and the East Four (4) acres of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) all in Section 28, Township 29 North, Range 11 East of the 4th P.M., EXCEPTING THEREFROM, the following described premises: Beginning at the Southeast corner of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section 28; thence North on the East line of said Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section 28 a distance of Three Hundred Thirty (330) feet; thence West parallel with the South line of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section 28, a distance of Six Hundred Sixty (660) feet to a point; thence South parallel with the East line of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section 28, a distance of Three Hundred Thirty (330) feet to a point on the South line of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section 28; thence East along the South line of the Southeast Quarter of the Southwest Quarter (1/4) of said Section 28, a distance of Six Hundred Sixty (660) feet to the place of beginning, subject to an easement over, across, under and through the South Sixty-six (66) feet of the West Sixty-six (66) feet of said Southeast Quarter (1/4) of the Southwest Quarter (1/4) to provide ingress and egress to lands lying to the West and North of said Tract; ALSO, subject to an easement over, across, under and through the South Sixty-six (66) feet of the East Four (4) acres of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) to provide ingress and egress to lands lying to the West and North of said Tract; situated in the County of Winnebago and the State of Illinois.

(Lessor and Lessee agree that a leased area legal description and access and utility easement can be substituted with a survey as soon as it becomes available.)

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Site No: IL12393-S



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