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Doc#: 1018017049 Fee: \$54.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/29/2010 02:40 PM Pg: 1 of 9

PREPARED OUT-OF-STATE BY:

David F. Webber
Singleton Cooksey LLC
6363 Woodway, Suite 610
Houston, Texas 77057
(713) 532-6200

AFTER RECORDING, RETURN (MAIL) TO:

RECORD AND RETURN TO:
CENTRAL PROPERTY SEARCH
9 LAWN AVENUE SUITE 200
NORRISTOWN, PA 19403

#457486-R

Cross Reference:
File No. 98296038 of the Public Records of
Cook County, Illinois

Parcel No.: 29-17-214-023-000

MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT ("Memorandum") is made effective as of the Effective Date (as defined herein) by and between MW CELL REIT 1, LLC, a Delaware limited liability company, having a mailing address of 11900 W. Olympic Boulevard, Suite 400, Los Angeles, California 90064 ("MW Cell") and STC TWO LLC, a Delaware limited liability company ("Tenant"), successor in interest to Sprint Spectrum, L.P., a Delaware limited partnership, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WITNESSETH:

WHEREAS, First National Bank of Blue Island, as Trustee under Trust Agreement dated October 1, 1981 and known as Trust Number 81138 ("FNB"), as original landlord and SprintCom, Inc., a Kansas corporation ("Sprint"), as the original tenant, entered into that certain PCS Site Agreement dated as of February 2, 1998 (the "Agreement"), whereby the FNB conveyed a lease to Sprint for a portion of land consisting of approximately 600 square feet in

Site Name: Cresco Lines
BU#: 875468

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Cook County, Illinois together with access and utility easements thereto (the “Site”), as more particularly described in (i) the Agreement, (ii) that certain Memorandum of PCS Site Agreement dated February 2, 1998 and recorded April 15, 1998 under File No. 98296038 of the Public Records of Cook County, Illinois and (iii) on Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, Park National Bank as successor Trustee to Great Lakes Trust Company, as successor Trustee to First National Bank of Blue Island, as Trustee under Trust Agreement dated October 1, 1981 and known as Trust Number 81138 (“PNB”), subsequent to the date of the Agreement, entered into an agreement with Wireless Capital Partners, LLC (“WCP”) in the form of a loan or Purchase and Sale Agreement pursuant to which PNB assigned to WCP all rights contained in the Agreement and WCP subsequently transferred its interest in the Agreement to MW Cell; and

WHEREAS, STC Two LLC is currently the Tenant under the Agreement as successor-in-interest to SprintCom, Inc.; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on February 2, 1998 and terminated on February 1, 2003 (“Initial Term”). The Agreement provides for four (4) automatic renewal terms of five (5) years each (each a “Renewal Term”), with the final Renewal Term terminating on February 1, 2023 (the “Original Term”); and

WHEREAS, the parties entered into a First Amendment to PCS Site Agreement dated as of the day hereof (the “Amendment”), in order to, among other things, extend the term of the Agreement, all upon the terms and conditions more fully set forth therein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the undersigned parties, intending to be bound, agreed in the Amendment as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Amendment and/or the Agreement, as applicable.
2. Renewal Term. The Agreement was modified in the Amendment in order to provide that the Agreement will be automatically extended for seven (7) Renewal Terms, with the first (1st) Renewal Term through the sixth (6th) Renewal Term continuing for five (5) years each, and the seventh (7th) Renewal Term continuing for four (4) years, six (6) months and thirty (30) days [the final Renewal Term will expire, if the Agreement is not terminated sooner, August 31, 2037], upon the terms and conditions set forth in the Agreement.

Site Name: Cresco Lines
BU#: 875468

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Exhibit 1

ATTORNEY-IN-FACT

**Network Services**

Wireless Sites
6550 Sprint Parkway
Overland Park, KS 66251

June 16, 2005

RE: Confirmation of Certain Authority and Powers of Attorney of Global Signal Acquisitions II LLC (the "Lessee") from STC One LLC, STC Two LLC, STC Three LLC, STC Four LLC, STC Five LLC, STC Six Company (collectively, "Lessor"), Sprint Spectrum L.P., SprintCom, Inc., Sprint Telephony PCS, L.P., American PCS Communications, LLC and Phillicco, L.P. (collectively the "Sprint Collocators") pursuant to those certain Master Leases and Subleases, dated as of May 26, 2005 (collectively, the "Agreement")

To Whom It May Concern:

This letter shall serve as confirmation by Lessor of its grants of certain authority and powers of attorney to Lessee to sublease or operate certain of Lessor's wireless communications tower sites (each a "Site") during the term of the Agreement in accordance with the terms and conditions of the Agreement. The term of the Agreement commenced on May 26, 2005 ("Effective Date") and terminates, unless terminated by Lessor for certain material defaults of Lessee, as more particularly described in the Agreement, on the earlier to occur of (i) May 25, 2037 and (ii) one day prior to the termination of any applicable Site ground lease, as the same may be extended or renewed (the "Term"). The Agreement provides in relevant parts that during the Term:

- 1) Pursuant to Sections 3(b) and 3(c), Lessor granted to Lessee either a sublease interest in a Site (a "Master Lease Site") or exclusive right to operate a Site (a "Pre-Lease Site").
- 2) Pursuant to Section 26(a), "without the consent of Lessor, (i) Lessee may lease, sublease, license or otherwise make available Available Space to Tower Subtenant for the purpose of the installation, operation and maintenance of Communications Equipment . . . subject to the applicable terms of the Agreement."
- 3) Pursuant to Section 4(b), so long as Lessee was not in default under the Agreement, Lessor granted to Lessee a limited power of attorney to "amend, modify, enforce or waive any terms of any Collocation Agreements or enter into new site supplements or site subleases applicable to Pre-Lease Sites or (iv) enter into any collocation agreements, site supplements, or site subleases out for signature on the date hereof or partially executed on the date hereof applicable to Master Lease Sites and Pre-Lease Sites " in accordance with the terms of the Agreement.
- 4) Pursuant to Section 5(a), with respect to each Master Lease Site, Lessor did "transfer, assign and convey over unto Lessee for the Term of the Master Lease Site . . . all of its rights, title and interest in, to or under any Collocation Agreements" and with respect to each Pre-Lease Site Lessor did "delegate all of its respective rights, duties, obligations, and responsibilities under the Collocation Agreements to Lessee for the term as to such Site. . . ."
- 5) The following defined terms have the following meanings:

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"Collocation Agreement" means an agreement, including master leases, between the Sprint Collocators or an affiliate thereof (each a "Sprint Group Member") (prior to the Effective Date hereof) or Lessee (on or after the Effective Date) on the one hand, and a third party not an affiliate of a Sprint Group Member (on the Effective Date) on the other hand, pursuant to which such Sprint Group Member or Lessee, as applicable, rents to such third party space at any Site (including space on a tower at such Site), including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

"Communications Equipment" means, as to any Site, transmitting and/or receiving equipment and other equipment installed at the . . . Site . . . which is used in providing current and future wireless and wireline communication services, including without limitation, switches, antennas, microwave dishes, panels, conduits, flexible transmission lines, cables, radio, amplifiers, filters and other transmission or communications equipment (including interconnect transmission equipment, transmitter(s), receiver(s) and accessories) and such other equipment and associated software as may be necessary in order to provide such wireless and wireline communication services, including without limitation, voice or data. Communications Equipment will include any existing, replaced and upgraded Communications Equipment.

"Tower Subtenant" means, as to any Site, any Person (other than Sprint Collocators who sublease tower space at a Site), which: (a) is a "sublessee" under any Collocation Agreement affecting such Site; or (b) subleases, licenses or otherwise acquires from Lessee the right to use Available Space on such Site.

"Available Space" means, as to any Site, a tower location thereon, a portion of the land thereon, a portion of the improvements thereon or any other portion, space or area of such Site that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

Lessor and Lessee hereby certify that the foregoing is true and correct. If you have any questions regarding this letter, please contact the Collocation Department at Global Signal, 301 North Cattlemen Road, Suite 300, Sarasota FL 34232 at 941-364-8886. Thank you

Sincerely,

Lessor:

STC One LLC

By: 

Name: Don R. Mueller

Title: Assistant Vice President

STC Two LLC

By: 

Name: Don R. Mueller

Title: Assistant Vice President

Lessee:

Global Signal Acquisitions II LLC

By: 

Name: _____

Title: Gregson G. McMullen

Executive Vice President

General Counsel and Secretary

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~~STC Three LLC~~

By: 

Name: Don R. Mueller

Title: Assistant Vice President

~~STC Four LLC~~

By: 

Name: Don R. Mueller

Title: Assistant Vice President

~~STC Five LLC~~

By: 

Name: Don R. Mueller

Title: Assistant Vice President

~~STC Six Company~~

By: 

Name: Don R. Mueller

Title: Assistant Vice President

~~Sprint Spectrum LP~~

By: 

Name: Don R. Mueller

Title: Assistant Secretary

~~SprintCom, Inc~~

By: 

Name: Don R. Mueller

Title: Assistant Secretary

~~Sprint Telephony PCS, L.P.~~

By: 

Name: Don R. Mueller

Title: Assistant Secretary

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American PCS Communications, LLC

By: 

Don R. Mueller

Name:

Assistant Secretary

Title:

PhillisCo, LLP

By: 

Don R. Mueller

Name:

Assistant Secretary

Title:

Office of Cook County Clerk's Office

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EXHIBIT "A"

The Legal Description follows:

A leasehold interest in a portion of the following property:

LOTS 1, 2 AND 5, IN SELECT SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 2 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 18301 Ridgeland
Timley Park, IL 60477

Property of Cook County Clerk's Office

Site Name: Cresco Lines
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