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THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:

Md7, LLC
10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130



Doc#: 1405810037 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/27/2014 03:35 PM Pg: 1 of 6

Parcel #: 18 06-413-002

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: IL0432
Cell Site Name: Western Springs (IL)
Fixed Asset Number: 10008679
State: IL
County: Cook

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

This First Amendment to Memorandum of Agreement is entered into on this 28 day of October, 2013, by and between Village of Western Springs, a non-home rule Illinois municipal corporation, having a mailing address of 740 Hillgrove Avenue, Springs, IL 60558 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Southwestern Bell Mobile Systems, Inc. (also known as AT&T), having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 ("Tenant").

1. Landlord and Tenant entered into a certain Lease Agreement dated December 1, 1997, as amended by that certain Amendment No. 1 to the Standard Water Tower Lease Agreement dated July 25, 2011, and as amended by that certain Amendment No. 2 to the Standard Water Tower Lease Agreement dated October 28, 2013 (collectively, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Agreement reflecting the Agreement was recorded on September 9, 1998, as Document Number 98803861, in the public records of Cook County, State of Illinois.
2. The parties have agreed that the Agreement has a new initial term of five (5) years ("New Initial Term"), commencing on February 1, 2014, subject to the provisions of the Agreement.
3. The parties have agreed, following the New Initial Term, to add five (5) successive periods of five (5) years each upon the same terms and conditions of the Agreement.

Y
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The Agreement will be automatically renewed unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing term.

4. The portion of the land being leased to Tenant (the "**Owned Premises**") is described in **Exhibit 1** annexed hereto.
5. This First Amendment to Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this First Amendment to Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

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

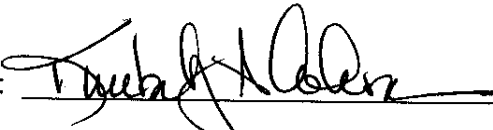
LANDLORD:
Village of Western Springs,
a non-home rule Illinois municipal corporation

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 

William T. Koleghier, Village President

By: 

Print Name: Kimberly A. Coleman

Date: 10-28-2013

Title: Sr Real Estate & Construction Manager

Date: 10-28-13

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

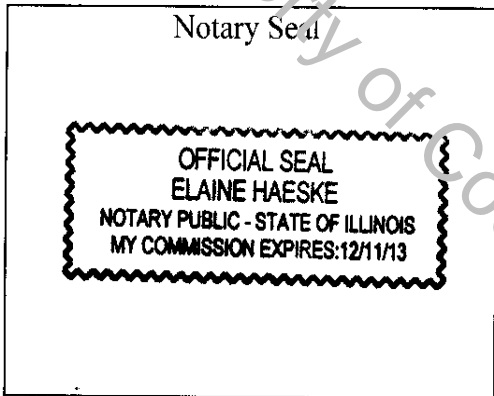
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LANDLORD ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I certify that I know or have satisfactory evidence that **William T. Rodeghier** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Village President** of the **Village of Western Springs**, a non-home rule Illinois municipal corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10-28-2013



Elaine Haeske
 (Signature of Notary)
ELAINE HAESKE
 (Legibly Print or Stamp Name of Notary)
 Notary Public in and for the State of
ILLINOIS
 My appointment expires: 12/11/2013

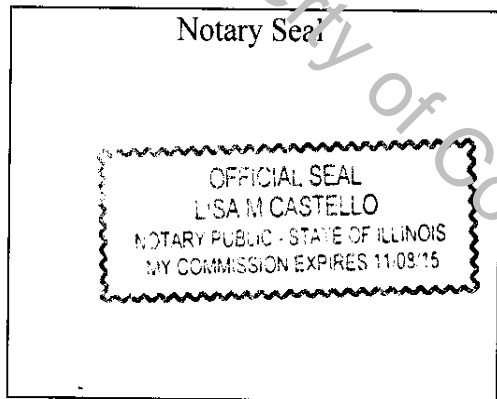
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TENANT ACKNOWLEDGEMENT

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I certify that I know or have satisfactory evidence that Kimberly A. Coleman is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Sr Real Estate & Construction Manager of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/26/13



Lisa M Castello
(Signature of Notary)
Lisa M Castello
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
IL
My appointment expires: 11/8/15

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Exhibit 1 to First Amendment to Memorandum of Agreement

Legal Description

Street Address: 4400 Central Avenue, Western Springs, IL 60558

Parcel #: 18-06-413-002

That certain Owned Premises (and access and utility easements) on a portion of the real property described as follows:

Western Springs Spring Rock Park Site Description:

THAT PART OF BLOCK THREE OF MARY J. SWEET'S RESUBDIVISION OF BLOCK THIRTY-NINE IN WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE, BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION SIX, TOWNSHIP THIRTY-EIGHT NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1892 AS DOCUMENT NO. 1731412, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK THREE; THENCE SOUTH $00^{\circ}-39'-21''$ WEST, BEING AN ASSUMED BEARING ON THE EAST LINE OF SAID BLOCK THREE, A DISTANCE OF 39.33 FT. TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BURLINGTON AVENUE AS DEDICATED BY DOCUMENT NO. 22804748, SAID LINE ALSO BEING 113.0 FT. SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE SOUTH $75^{\circ}-43'-01''$ WEST, ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURLINGTON AVENUE, A DISTANCE OF 504.07 FT. TO THE POINT OF BEGINNING; THENCE SOUTH $00^{\circ}-43'-37''$ WEST, A DISTANCE OF 60.48 FT. TO A POINT OF CURVE; THENCE SOUTHWESTERLY 47.07 FT. ON THE ARC OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.0 FT. WITH A CHORD BEARING OF SOUTH $45^{\circ}-41'-02''$ WEST AND A CHORD DISTANCE OF 42.39 FT.; THENCE NORTH $89^{\circ}-21'-33''$ WEST, ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK THREE, A DISTANCE OF 43.37 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH $89^{\circ}-21'-33''$ WEST, ON SAID PARALLEL LINE, A DISTANCE OF 40.0 FT.; THENCE NORTH $00^{\circ}-51'-20''$ EAST, A DISTANCE OF 25.0 FT. TO THE INTERSECTION WITH A LINE 1043.69 FT. NORTH OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK THREE; THENCE SOUTH $89^{\circ}-21'-33''$ EAST, ON SAID PARALLEL LINE, A DISTANCE OF 40.0 FT.; THENCE SOUTH $00^{\circ}-51'-20''$ WEST, A DISTANCE OF 25.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Easement for Ingress and Egress Description:

THAT PART OF BLOCK THREE OF MARY J. SWEET'S RESUBDIVISION OF BLOCK THIRTY-NINE IN WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE, BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION SIX, TOWNSHIP THIRTY-EIGHT NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1892 AS DOCUMENT NO. 1731412, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK THREE; THENCE SOUTH $00^{\circ}-39'-21''$ WEST, BEING AN ASSUMED BEARING ON THE EAST LINE OF SAID BLOCK THREE, A DISTANCE OF 39.33 FT. TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BURLINGTON AVENUE AS DEDICATED BY DOCUMENT NO. 22804748, SAID LINE ALSO BEING 113.0 FT. SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE SOUTH $75^{\circ}-43'-01''$ WEST, ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURLINGTON AVENUE, A DISTANCE OF 504.07 FT. TO THE POINT OF BEGINNING; THENCE SOUTH $00^{\circ}-43'-37''$ WEST, A DISTANCE OF 60.48 FT. TO A POINT OF CURVE; THENCE SOUTHWESTERLY 47.07 FT. ON THE ARC OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.0 FT. WITH A CHORD BEARING OF SOUTH $45^{\circ}-41'-02''$ WEST AND A CHORD DISTANCE OF 42.39 FT.; THENCE NORTH $89^{\circ}-21'-33''$ WEST, ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK THREE, A DISTANCE OF 43.37 FT.; THENCE NORTH $00^{\circ}-51'-20''$ EAST, A DISTANCE OF 15.0 FT.; THENCE SOUTH $89^{\circ}-21'-33''$ EAST, PARALLEL LINE WITH THE SOUTH LINE OF SAID BLOCK THREE, A DISTANCE OF 43.31 FT. TO A POINT OF CURVE; THENCE NORTHEASTERLY 23.54 FT. ON THE ARC OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.0 FT. WITH A CHORD BEARING OF NORTH $45^{\circ}-41'-02''$ EAST AND A CHORD DISTANCE OF 21.20 FT.; THENCE NORTH $00^{\circ}-43'-37''$ EAST, A DISTANCE OF 56.45 FT. TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURLINGTON AVENUE; THENCE NORTH $75^{\circ}-43'-01''$ EAST, ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURLINGTON AVENUE, A DISTANCE OF 15.53 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.