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Doc#: 1511922086 Fee: \$60.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/29/2015 02:46 PM Pg: 1 of 12

Prepared by: Karen Mello  
After recording return to: Khreshmore Spence  
SBA Network Services, LLC  
5900 Broken Sound Parkway, NW, 3rd Floor  
Boca Raton, FL 33487-2797  
Ph: 1-800-487-7483 ext. 7795

Parcel ID: 23-12-200-017-0000

## AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

**THIS AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)** ("Amendment") is executed this 24 day of March, 2015, by and between **CHICAGO TITLE LAND TRUST COMPANY, as Successor Trust to Fifth Third Bank, as Successor Trustee to Old Kent Bank, as Successor Trustee to First National Bank of Evergreen Park, as Trustee under Trust Number 15915, dated March 30, 1998**, having an address at 9615 South 76<sup>th</sup> Avenue, Bridgeview, Illinois 60455 ("Lessor"), for **VAN NORMAN MOLDING COMPANY, LLC, an Illinois limited liability company, d/b/a VAN NORMAN MOLDING, LLC**, having an address at 9615 South 76th Avenue, Bridgeview, IL 60455-2308 ("Beneficiary"), and **SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**, having a principal office located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487-2797 ("Lessee").

**WHEREAS**, Old Kent Bank ("Old Kent") as Successor Trustee to First National Bank of Evergreen Park, ("First National") not personally, but as Trustee under Trust Agreement dated March 30, 1998, and known as Trust Number 15915 for Van Norman Molding Company, LLC, an Illinois limited liability company, d/b/a Van Norman Molding, LLC, as Trust Number 15915's beneficiary and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications ("Nextel") entered into that Communications Site Lease Agreement (Ground), dated June 26, 2000, as evidenced by that certain Memorandum of Agreement recorded September 26, 2000, as Document #00752617, of the Recorder of Deeds of Cook County, Illinois (collectively, "Agreement") for Lessee's use of a portion of the real property

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("Premises") located at 9615 South 76th Avenue, Bridgeview, IL 60455 ("Land"), being more particularly described in the attached Exhibit "A"; and

**WHEREAS**, Old Kent, as successor Trustee to First National for Beneficiary and TowerCo Assets LLC, a Delaware limited liability company ("TowerCo") entered into an unrecorded First Amendment to Communications Site Lease Agreement (Ground) dated October 27, 2010, as evidenced by an unrecorded Memorandum of First Amendment to Communications Site Lease Agreement (Ground) dated October 27, 2010 ("2010 Amendment"); and

**WHEREAS**, Lessor, as Successor Trust to Fifth Third Bank, as Successor Trustee to Old Kent, as Successor Trustee to First National for Beneficiary entered into a corrective First Amendment to Communications Site Lease Agreement (Ground) dated March 15, 2011, as evidenced by an unrecorded Memorandum of First Amendment to Communications Site Lease Agreement (Ground) dated March 15, 2011 ("2011 Amendment"); and

**WHEREAS**, Nextel assigned its interest in the Agreement to Lessee, f/k/a TowerCo, pursuant to an Assignment and Assumption of Ground Lease recorded October 30, 2008, as Document #0830403067, of the Recorder of Deeds of Cook County, Illinois

**WHEREAS**, Lessor and Lessee desire and intend to amend and supplement the 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 1. Premises**, of the Agreement is hereby amended as follows:

Lessor hereby leases to Lessee an additional 400 square feet of ground space ("Expanded Premises") as described in Exhibit "B".

2. The Premises as referenced in Exhibit "B" of the Agreement is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto and made a part hereof.
3. Sections 5 and 6 of the 2010 Amendment and 2011 Amendment are hereby deleted in their entirety.
4. **Section 5. Rent**, of the Agreement is hereby amended as follows:

As consideration for the Expanded Premises, in addition to the Rent paid by Lessee as of the date of this Amendment, Lessor shall receive: (i) a one-time payment of [REDACTED] due upon commencement of construction; and (ii) [REDACTED] monthly revenue sharing for the Expanded Premises ("Expanded Premises Rent") for Verizon and/or Verizon's affiliates, whose equipment is physically located within the Expanded Premises ("Expanded Premises Tenant"). Notwithstanding the foregoing, all Expanded Premises Rent contained herein shall be payable one month in arrears upon

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Lessee's receipt of rental payment from its Expanded Premises Tenant. Lessee shall provide Lessor a summary report detailing the Expanded Premises Tenant's monthly rent with Lessor's monthly rent check. The Expanded Premises Rent shall be due upon the commencement of any construction activities at the Expanded Premises by Lessee or any of Lessee's sublessees. In no event shall any Revenue Share be paid if there is no revenue being received for the Expanded Premises.

In the event that Lessee is unable to secure or maintain a sublease for the Expanded Premises or if Lessee is unable to obtain or maintain, through no fault of Lessee, any license, permit or other Governmental Approval necessary to the construction and operation of the structures related to the use of the Expanded Premises, the aforementioned Expanded Premises Rent shall not be due and payable and Lessee shall have no rights or obligations related to the Expanded Premises Rent.

Lessor hereby acknowledges and affirms that all Rent due and payable hereunder shall be paid to the Beneficiary.

5. **Section 18(d). Miscellaneous**, of the Agreement is hereby amended as follows:

If to Lessor:

Chicago Title Land Trust Company  
9615 South 76<sup>th</sup> Avenue  
Bridgeview, Illinois 60455

With a copy to:

Van Norman Molding  
9615 South 76th Avenue  
Bridgeview, IL 60455-2308

If to Lessee:

SBA 2012 TC Assets, LLC  
Attn: Site Administration  
5900 Broken Sound Parkway, NW  
Boca Raton, FL 33487-2797  
Re: IL46476-A/Hickory Hills

6. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.
7. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Land is located without regard to principles of conflicts of law.
8. 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.

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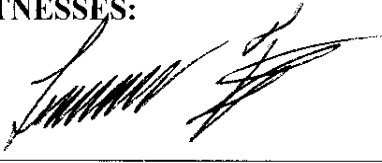
9. Lessor acknowledges that the attached Exhibit "A" may be preliminary or incomplete and, accordingly, Lessee may replace and substitute such Exhibit with an accurate survey and legal descriptions of the Premises and easements and re-record this Amendment with the approval of Lessor. Following such re-recording, the descriptions of the Premises and easements described therein shall serve as the descriptions for same for all purposes under the Amendment.
10. Lessor represents and warrants to Lessee that the Lessor is the legal owner of the fee simple interest 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.
11. 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 Agreement.
12. Lessee shall have the right to record this Amendment.

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

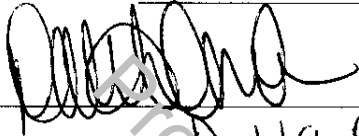
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESSES:

  
\_\_\_\_\_

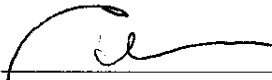
Print Name: LAWRENCE FRAZZINI

  
\_\_\_\_\_

Print Name: Dalila Davila

LESSOR:

**CHICAGO TITLE LAND TRUST COMPANY**, as Successor Trust to Fifth Third Bank, as Successor Trustee to Old Kent Bank, as Successor Trustee to First National Bank of Evergreen Park, as Trustee under Trust Number 15915, dated March 30, 1998

By:   
\_\_\_\_\_

Print Name: EILEEN F. NEARY

Title: ASST. VICE PRESIDENT

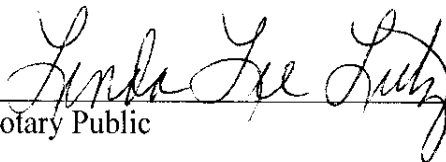
STATE OF ILLINOIS  
COUNTY OF Cook

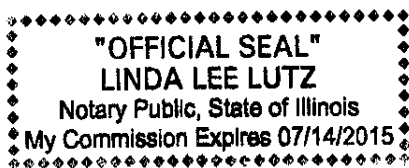
**Linda Lee Lutz**

I, Linda Lee Lutz, the undersigned Notary Public, do hereby certify that on the 17 day of March, 2015, by EILEEN F. NEARY ASST. VICE PRESIDENT as \_\_\_\_\_ of Chicago Title Land Trust Company, as Successor Trust to Fifth Third Bank, as Successor Trustee to Old Kent Bank, as Successor Trustee to First National Bank of Evergreen Park, as Trustee under Trust Number 15915, dated March 30, 1998, 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.

(NOTARY SEAL)

  
\_\_\_\_\_  
Notary Public



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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**WITNESSES:**

*Robert A Andre*

Print Name: R. L. Andre

*James E Allen*

Print Name: JAMES E Allen

**ACKNOWLEDGED, APPROVED AND ACCEPTED BENEFICIARY:**

**VAN NORMAN MOLDING COMPANY, LLC, an Illinois limited liability company, d/b/a VAN NORMAN MOLDING, LLC**

By: *Richard L. Andre*

Print Name: Richard L. Andre

Title: Beneficiary

STATE OF ILLINOIS  
COUNTY OF COOK

I, KATHLEEN A. RICE, the undersigned Notary Public, do hereby certify that on the 30<sup>th</sup> day of MARCH, 2015, by Richard L. Andre, as Beneficiary of Van Norman Molding Company, LLC, an Illinois limited liability company, d/b/a Van Norman Molding, LLC, 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.



*Kathleen A Rice*  
Notary Public

(NOTARY SEAL)

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**WITNESSES:**

Javetta Mixon  
 Print Name: Javetta Mixon

Carla Valdeiglesias  
 Print Name: Carla Valdeiglesias

**LESSEE:**

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

By: [Signature]  
 Alyssa Houlihan  
 Vice President, Site Leasing

**STATE OF FLORIDA  
 COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me on the 24 day of March, 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.

[Signature]  
 Notary Public  
 Print Name: Gabriella Ramirez  
 My Commission Expires: 8/2/15

(NOTARY SEAL)



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## EXHIBIT 'A'

Legal description to be incorporated upon receipt of final survey.

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS:

LOT 1 (EXCEPT THE SOUTH 150 FEET THEREOF AND EXCEPT THAT PART OF SAID LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 0 DEGREES 08 MINUTES 59 SECONDS EAST ALONG A NORTHEASTERLY LINE OF SAID LOT 1, 122.51 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID LOT 1; THENCE NORTH 69 DEGREES 15 MINUTES 22 SECONDS WEST 83.76 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 40 DEGREES 02 MINUTES 25 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 121.27 FEET TO THE POINT OF BEGINNING) IN 95TH & TRI-STATE INDUSTRIAL DEVELOPMENT, A SUBDIVISION OF A PART OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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## EXHIBIT "B"

### **LEASE AREA (AS SURVEYED)**

Situated in the County of Cook and State of Illinois. Known as being part of Part of Lot 1, of 95th and Tri-State Industrial Development Subdivision recorded in Instrument No. 20892090 and situated in Section 12, Township 37 North, Range 12 East of the Third Principal Meridian, and being a 800 square foot Lease Area over and upon a parcel of land now or formerly conveyed to Chicago Title Land Trust Company, as Successor Trustee to 1st National Bank of Evergreen Park, as Trustee under Trust Agreement dated March 30, 1998 and known as Trust No. 15915 of Cook County Records and being more particularly described as follows:

Commencing at a found and used concrete monument situated on the southerly margin of the US I-294 On Ramp; thence, South  $44^{\circ}25'21''$  East, a distance of 94.58 feet to a point; thence, South  $69^{\circ}05'18''$  East, a distance of 20.00 feet to a point; thence, South  $69^{\circ}05'18''$  East, a distance of 10.00 feet to the Point of Beginning; thence along the aforesaid Exclusive Easement Area for the following four (4) courses and distances; 1) North  $20^{\circ}54'42''$  East a distance of 20.00 feet to a point; 2) South  $69^{\circ}05'18''$  East a distance of 40.00 feet to a point; 3) South  $20^{\circ}54'42''$  West a distance of 20.00 feet to a point; 4) North  $69^{\circ}05'18''$  West a distance of 40.00 feet to the Point of Beginning and containing 0.0184 acres (800 square feet) of land, more or less.

### **LEASE EXPANSION AREA (AS SURVEYED)**

Situated in the County of Cook and State of Illinois. Known as being part of Part of Lot 1, of 95th and Tri-State Industrial Development Subdivision recorded in Instrument No. 20892090 and situated in Section 12, Township 37 North, Range 12 East of the Third Principal Meridian, and being a 400 square foot Lease Expansion Area over and upon a parcel of land now or formerly conveyed to Chicago Title Land Trust Company, as Successor Trustee to 1st National Bank of Evergreen Park, as Trustee under Trust Agreement dated March 30, 1998 and known as Trust No. 15915 of Cook County Records and being more particularly described as follows:

Commencing at a found and used concrete monument situated on the southerly margin of the US I-294 On Ramp; thence, South  $44^{\circ}25'21''$  East, a distance of 94.58 feet to the Point of Beginning; thence along the aforesaid Exclusive Easement Area for the following four (4) courses and distances; 1) North  $20^{\circ}54'42''$  East a distance of 20.00 feet to a point; 2) South  $69^{\circ}05'18''$  East a distance of 20.00 feet to a point; 3) South  $20^{\circ}54'42''$  West a distance of 20.00 feet to a point; 4) North  $69^{\circ}05'18''$  West a distance of 20.00 feet to the Point of Beginning and containing 0.009 acres (400 square feet) of land, more or less.

### **NON-EXCLUSIVE ACCESS & UTILITY EASEMENT #1 (AS SURVEYED)**

Situated in the County of Cook and State of Illinois. Known as being part of Part of Lot 1, of 95th and Tri-State Industrial Development Subdivision recorded in Instrument No. 20892090 and situated in Section 12, Township 37 North, Range 12 East of the Third Principal Meridian, and being a 5,129 square foot Non-Exclusive Access & Utility Easement #1 over and upon a parcel of land now or formerly conveyed to Chicago Title Land Trust Company, as Successor Trustee to 1st National Bank of Evergreen Park, as Trustee under Trust Agreement dated March

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30, 1998 and known as Trust No. 15915 of Cook County Records and being more particularly described as follows:

Commencing at a found and used concrete monument situated on the southerly margin of the US I-294 On Ramp; thence, South 44°25'21" East, a distance of 94.58 feet to the Point of Beginning; thence along the aforesaid Non-Exclusive Access & Utility Easement #1 for the following Fifteen (15) courses and distances; 1) South 69°05'18" East a distance of 47.84 feet to a point; 2) South 20°54'42" West a distance of 12.00 feet to a point; 3) North 69°05'18" West, a distance of 48.02 feet to a point; 4) North 67°27'20" West, a distance of 56.43 feet to a point; 5) North 72°59'36" West, a distance of 70.80 feet to a point; 6) North 07°05'04" West, a distance of 19.73 feet to a point; 8) North 88°52'18" West, a distance of 130.11 feet to a point; 9) South 40°59'53" West a distance of 100.60 feet to a point, situated on the easterly margin of S 76th Avenue; 10) along the aforesaid easterly margin North 00° 00' 00" West a distance of 18.29 feet to a point; 11) North 40°59'53" East a distance of 92.41 feet to a point; 12) South 88°52'18" East a distance of 146.11 feet to a point; 13) South 07°05'04" East a distance of 22.34 feet to a point; 14) South 72°59'36" East, a distance of 63.60 feet to a point; 15) South 67°27'20" East, a distance of 56.84 feet to the Point of Beginning and containing 0.118 acres (5,129 square feet) of land, more or less.

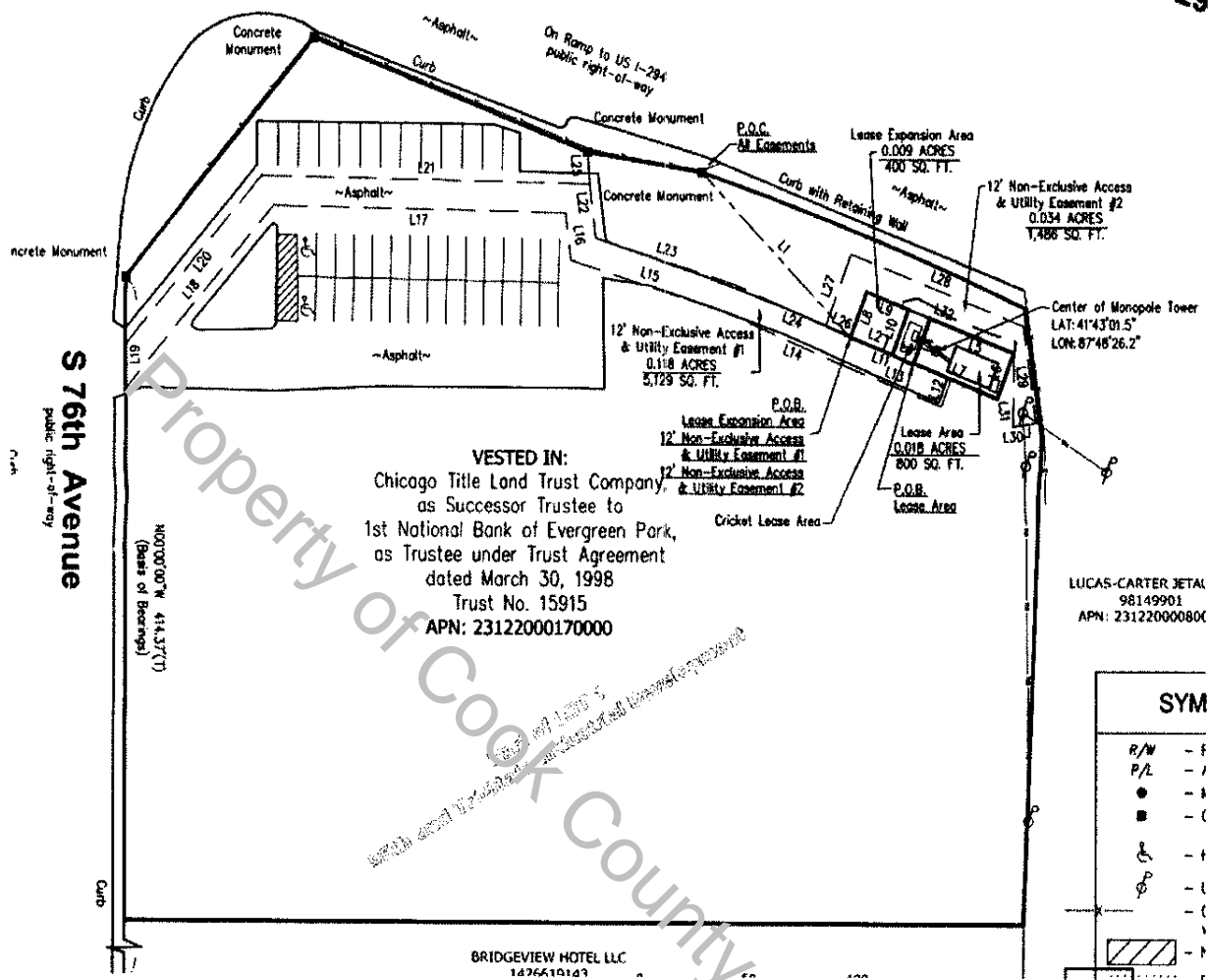
## **NON-EXCLUSIVE ACCESS & UTILITY EASEMENT #2 (AS SURVEYED)**

Situated in the County of Cook and State of Illinois. Known as being part of Part of Lot 1, of 95th and Tri-State Industrial Development Subdivision recorded in Instrument No. 20892090 and situated in Section 12, Township 37 North, Range 12 East of the Third Principal Meridian, and being a 1,486 square foot Non-Exclusive Access & Utility Easement #2 over and upon a parcel of land now or formerly conveyed to Chicago Title Land Trust Company, as Successor Trustee to 1st National Bank of Evergreen Park, as Trustee under Trust Agreement dated March 30, 1998 and known as Trust No. 15915 of Cook County Records and being more particularly described as follows:

Commencing at a found and used concrete monument situated on the southerly margin of the US I-294 On Ramp; thence, South 44°25'21" East, a distance of 94.58 feet to the Point of Beginning; thence along the aforesaid Non-Exclusive Access & Utility Easement #2 for the following eight (8) courses and distances; 1) North 67°27'20" West a distance of 12.00 feet to a point; 2) North 20°54'42" East a distance of 31.66 feet to a point; 3) South 69°05'18" East a distance of 82.00 feet to a point; 4) South 07°53'00" East a distance of 40.07 feet to a point; 5) South 81°35'30" West a distance of 10.00 feet to a point; 6) North 00°13'03" East a distance of 29.94 feet to a point; 7) North 69°05'18" West a distance of 70.00 feet to a point; 8) South 20°54'42" West a distance of 20.00 feet to the Point of Beginning and containing 0.034 acres (1,486 square feet) of land, more or less.

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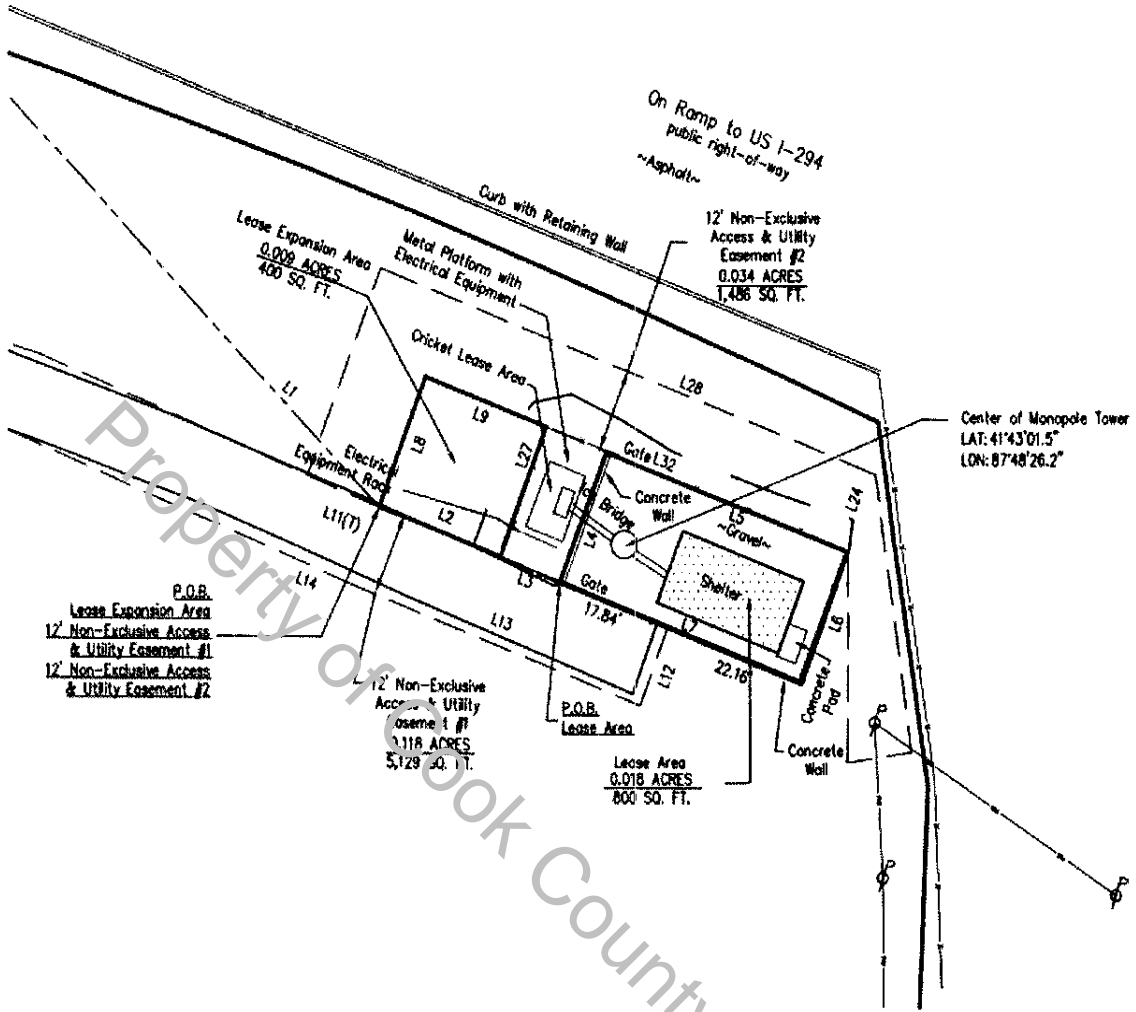
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