

**MEMORANDUM OF FIRST
AMENDMENT TO
PCS SITE AGREEMENT**

This document was prepared by:

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Suite 206
Tempe, AZ 85281

After recording return to:

After Recording Return to:
Crown Castle
1220 Augusta, Suite 600
Houston, TX 77057
Attn: PEP

Above Space for Recorder's Use Only

This Memorandum of First Amendment to Site Agreement No. 281 is made effective this 30 day of June, 2015 by and between LANDMARK INFRASTRUCTURE ASSET OPCO LLC, a Delaware limited liability company (hereinafter referred to as "Landlord") and NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

1. American Midwest Bank & Trust Company f/k/a Melrose Park National Bank, not personally, but as Trustee under Trust Agreement dated August 18, 1986 and known as Trust Number 5880 ("Original Landlord") and Southwestern Bell Mobile Systems, Inc. d/b/a Cellular One-Chicago ("Original Tenant") entered into Site Agreement No. 281 dated June 22, 1998 (the "Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Cook County, Illinois from Original Landlord (the "Premises"), all located within certain real property owned by Original Landlord ("Landlord's Property").

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Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. Landmark Infrastructure Asset OPCO LLC is currently the Landlord under the Agreement by virtue of an assignment from Original Landlord or its successor in interest.

3. NCWPCS MPL 28 - Year Sites Tower Holdings LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant.

4. The Agreement had an initial term that commenced on April 1, 2000 and expired on March 31, 2019. The Agreement provides for four (4) extensions of five (5) years each, the first of which was exercised by Tenant (each extension is referred to as an "Extended Term"). According to the Agreement, the final Extended Term expires March 31, 2030.

5. Landlord and Tenant have entered into a First Amendment to Site Agreement No. 281 (the "First Amendment"), of which this is a Memorandum, providing for seven (7) additional Renewal Terms of five (5) years each and one Final Extended Term of four (4) years and approximately five (5) months, commencing on April 1, 2065 and expiring on August 17, 2069.

6. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

7. If requested by Tenant Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses

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incidental thereto. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters.

8. This Memorandum does not contain the social security number of any person.
9. A copy of the First Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:
LANDMARK INFRASTRUCTURE ASSET
OPCO LLC, a Delaware limited liability
company

By: [Signature]
Print Name: George Bogale
Title: CFO

STATE OF California)
COUNTY OF Los Angeles) ss.

On this ___ day of _____ 2015, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of LANDMARK INFRASTRUCTURE ASSET OPCO LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of First Amendment to Site Agreement No. 781, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

See attached Clerk's Office

(Signature of Notary)
My Commission Expires: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 6/24/2015 before me, Kristan Orr
Date Here Insert Name and Title of the Officer

personally appeared George Doyle
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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TENANT:

NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company
Its: Attorney In Fact

By: [Signature]

Print Name: _____

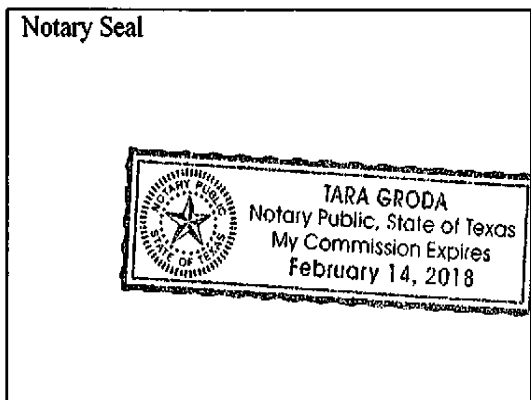
Title: Helen Smith
Real Estate Transaction Manager

Property of Coolidge County Clerk's Office

STATE OF Texas)
)ss.
COUNTY OF Dallas)

On this 30 day of June, 2015, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Helen Smith, the RS TM of CCATT LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of First Amendment to Site Agreement No. 281, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



[Signature]
(Signature of Notary)

My Commission Expires: 2/14/2018

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EXHIBIT A

(Legal Description of Landlord's Property)

Lots 3, 4, 5 and 6 (except the East 100.00 feet of said Lots) and Lot 7 (except the East 100.00 feet and also except the North 15.00 feet thereof), all in Block 3, together with the 14.00 foot vacated alley lying West of and adjacent to the West line of the aforesaid Lots. North of the South Line of said Lot 3, extended West and South of the North line of the South 9.00 feet of said Lot 7, extended West, all in S.R. Haven's Subdivision of Lot 2 in the Partition of the South 172 of Section 3, and that part of Section 10, Township 39 North, Range 12, East of the Third Principal meridian, lying North of the Chicago and Northwestern Railroad. Also that part of Lot "F" in Melrose, lying West of the adjoining Lots 1 and 2 and the South 9.00 feet of Lot 3 in Block 4 in S.R. Haven's Subdivision aforesaid; also a strip of land in Melrose bounded on the North by the South Line of First Street, now Main Street on the East by the West line of that part of the 13th Avenue now vacated, on the South by the Right-of-Way of the Chicago and Northwestern Railway and on the West by a North and South line parallel with and equidistant between 14th and 15th Avenue, extended to said Railway (except that part of Melrose, in Section 10, Township 39 North, Range 12, East of the Third Principal Meridian, lying between the Chicago and Northwestern Railway and the street next North of said Railway known as First Street, bounded on the East by the Center Line of 18th Avenue, extended to said Railway and on the West by a North and South Line parallel and equidistant between 14th and 15th Avenue, extended to said Railway, (except the East 25.50 feet as measured on the North and South Lines thereof) said Melrose being a Subdivision in Sections 3 and 10, Township 39 North, Range 12, East of the Third Principal Meridian, also that part of vacated 13th Avenue and First Street as shown on the Plat of Vacation filed in Cook County, Illinois, as Document Number 3862207; also that part of vacated 12th Avenue and First Street as shown on the Plat of Vacation filed in Cook County, Illinois as Document Number 5233626, all in Cook County, Illinois.

COMMON ADDRESS:
1240 Main St.
Melrose Park, IL 60160

P.I.N. 15-10-222-027-000