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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/25/2016 02:21 PM Pg: 1 of 6

MEMORANDUM OF SECOND AMENDMENT TO SITE LEASE WITH OPTION (BUN:823496)

This MEMORANDUM OF SECOND AMENDMENT TO SITE LEASE WITH OPTION ("Memorandum") entered into this 28th day of January, 2016, between T-Mobile USA Tower LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its Attorney-In-Fact, the successor-in-interest to Voicestream GSM I Operating Company, a Delaware limited liability company ("Tenant"), and The Village of Crestwood, an Illinois municipal corporation ("Landlord" or "Village"). Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Landlord is the owner of a certain parcel of real property, located at 13900 S. Laverne, in the Village of Crestwood, County of Cook, State of Illinois, (the "Parent Parcel"); and

WHEREAS, Landlord and Tenant are the current Parties to that certain Site Lease With Option dated July 15, 2005 and the First Amendment To Site Lease With Option ("First Amendment") dated April 9, 2015 and that certain Second Amendment To Site Lease With Option dated of even date herewith (collectively, the "Agreement"), pursuant to which Landlord leases to Tenant a portion of the Parent Parcel;

NOW THEREFORE, the Parties acknowledge that:

1. This Memorandum evidences that Landlord and Tenant have entered into the Agreement, the terms, covenants and provisions of which are in full force.
2. Landlord presently leases to Tenant a portion of the Parent Parcel, containing 933 square feet ("Existing Lease Area"). The Existing Lease Area is served by (i) that certain Existing Access Easement ("Existing Access Easement") and (ii) that certain Existing Utility Easement ("Existing Utility Easement"). The Existing Lease Area, Existing Access Easement, and Existing Utility Easement are more particularly described and depicted on Exhibit B-3 attached hereto.

S ☒
P ☒
S ☒
R ☒
SC ☒
E ☒
INT ☒

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Site Name: Crestwood Soccer Field
BUN: 823496

3. By the Agreement, Lessor leases to Tenant an additional portion of the Parent Parcel which consists of a 18' x 36' parcel of additional land containing 648 square feet (the "Proposed 18' x 36' Lease Area"), as described and depicted on Exhibit B-3 attached hereto (together, the Existing Lease Area and the Proposed 18' x 36' Lease Area shall be referred to as the "Overall Lease Area").
4. Village acknowledges and agrees that Sublessee, as well as any other sublessees and/or assigns of Tenant, shall have all of the rights and interests of Tenant with regard to the use and enjoyment of any and all access and utility easements provided for in the Agreement, as the same are amended and further described and depicted herein, including but not limited to the Existing Access Easement, the Existing Utility Easement and the Proposed 18' wide Ingress/Egress and Utility Easement (collectively, the "Easements"), and that such Easements shall be further deemed for benefit of the Overall Lease Area, and shall run with the land, be binding upon the successors and assigns of the Village and the terms of such Easements shall coincide with the term of the Agreement.
5. The attached Exhibit B-3 is incorporated into this Memorandum as though fully set forth herein.
6. Village grants to Tenant temporary construction easements over such portions of Village's property as are deemed reasonably necessary by Tenant for the purpose of constructing improvements and the installation of future subtenants on the Lease Site (including any additional land and/or lease area). Tenant will restore the property to the condition existing immediately prior to such use of the property.
7. The terms, covenants and provisions of the Agreement and this Memorandum shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.
8. In the event of any conflict between the terms of this Memorandum and the Agreement, the terms of the Agreement shall control.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have caused this Memorandum to be duly executed on the date indicated near the signature of each.

Landlord: Village of Crestwood

**Tenant: T-Mobile USA Tower LLC, a
Delaware limited liability company
By: CCTMO LLC, a Delaware limited liability
company, its Attorney-In-Fact**

By: _____

Name: Louis Presta

Title: Mayor
an authorized signatory

Date: 1/28/2016

By: _____

Name: Bryan A. Cobb

Title: Real Estate Manager, Midwest Area

Date: 2/1/2016

STATE OF ILLINOIS)

COUNTY OF COOK)

COMMONWEALTH OF PENNSYLVANIA) ss

COUNTY OF WASHINGTON)

This instrument was acknowledged before me
on January 28, 2016, by
Christine A. Walczak.

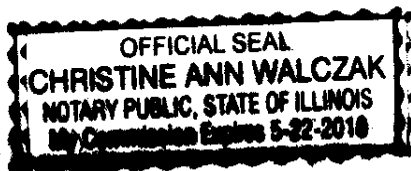
This instrument was acknowledged before me
on Feb 1st 2016, by
Bryan A. Cobb
as the Real Estate Manager of
CCTMO LLC.

Signature: _____

Print Name: Christine A. Walczak

Notary Public, State of Illinois

My Commission: 5-22-2018



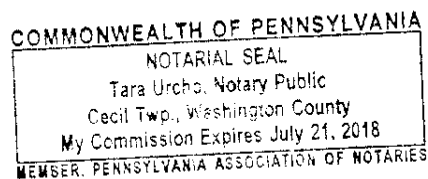
DRAFTED BY AND RETURN TO:
Steven L. Ritt, Esq.
Michael Best & Friedrich LLP
PO Box 1806
Madison, WI 53701-1806

Signature: _____

Print Name: Tara Urcho

Notary Public, Commonwealth of Pennsylvania

My Commission: 7/21/18



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Site Name: Crestwood Soccer Field
BUN: 823496

EXHIBIT B-3

[See Attached]

Return to:
United Lender Services Corp.
1000 Commerce Drive
Suite 110
Pittsburgh, PA 15275
128550

MEASUREMENTS ARE BASED ON THE PROVIDED LEGAL LATITUDE AND LONGITUDE OF SITE REFERENCE POINT AND ARE BASED ON THE HARN (HIGH ACCURACY REFERENCE MEASUREMENT) MODEL (CODE 30)

GRAPHIC SCALE: 1" = 50'

NO.	DATE	REVISIONS
1.	10/6/15	NEW TITLE
2.	10/22/15	REVISED DESCRIPTIONS
3.		

DRAWN BY J.S. LEITCH	CHECKED BY R. KOENIGHOUSE
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SHEET TITLE

BOUNDARY SURVEY

PROJECT

823486 CRESTWOOD SOCCER FIELD
13000 IWERCHE AVENUE

CRESTWOOD, IL 60445

PROJECT NUMBER	SHEET NUMBER
208056 016	1 OF 1

