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Doc# 1722255009 Fee \$50.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/10/2017 12:13 PM PG: 1 OF 7

Village of Palatine
Village Clerk's Office
200 E. Wood Street
Palatine, IL 60067

Prepared out of State.

Return to:
Crown Castle
1220 Augusta, Suite 500
Houston, Texas 77057

Tax Parcel #02-22-406-031-0000

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT ("Amended Memorandum") is made effective this 10 day of May, 2017, by and between VILLAGE OF PALATINE ("Owner"), with a mailing address of 200 E. Wood Street, Palatine, Illinois 60067, and STC TWO LLC, a Delaware limited liability company ("STC Two LLC"), successor-in-interest to SprintCom, Inc., a Kansas corporation ("SprintCom"), by and through its attorney-in-fact, Global Signal Acquisitions III LLC, a Delaware limited liability company, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Owner and SprintCom entered into a PCS Site Agreement dated July 16, 2001 (as assigned, the "Agreement"), whereby Owner leased to SprintCom a portion of land being originally described as a 50 feet by 50 feet (2,500 square feet) portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Site") located at 220 W. Illinois Avenue (Tax Parcel #02-22-406-031-0000), Palatine, in Cook County, Illinois; and

WHEREAS, STC Two LLC is the successor-in-interest in the Agreement to SprintCom; 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

Site Name: F2-4812 ET Palatine Public

BU: 875429

PPAB 3440343v6

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WHEREAS, the term of the Agreement commenced on July 16, 2001, and has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on July 15, 2026 ("Original Term"), and Owner and STC Two LLC now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes; and

WHEREAS, Owner and STC Two LLC made and entered into a First Amendment to PCS Site Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Owner does hereby lease and grant unto STC Two LLC, its successors and assigns, the Site for four (4) additional five (5) year Renewal Terms beyond the Original Term, such that the Original Term and all Renewal Terms of the Agreement may last for a term of forty-five (45) years, expiring on July 15, 2046, unless sooner terminated as provided in the Agreement.

2. The description of the Site is as described above and as provided in Exhibit A attached hereto.

3. If Owner receives an offer to purchase fee title, an easement, a lease, a license, or any other interest in the Site, or Owner's interest in the Agreement, or an option for any of the foregoing, Owner shall provide written notice to STC Two LLC of said offer, and STC Two LLC shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine STC Two LLC's possessory or economic interest in the Site. The details of the right of first refusal granted to STC Two LLC in the First Amendment are provided in the First Amendment.

4. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Agreement and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Agreement and its amendments are located at the office of the STC Two LLC.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, Owner and STC Two LLC have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

OWNER:

Village of Palatine

By: *R. J. Ottesen* (SEAL)
Print Name: REJD OTTESEN
Title: VILLAGE MANAGER

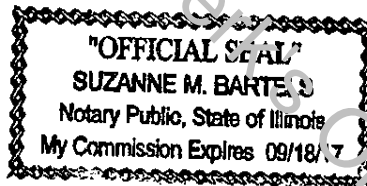
STATE OF ILLINOIS)
COUNTY of COOK) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Reid T. Ottesen personally known to be to be the Village Manager of the Village of Palatine, on behalf of the Village of Palatine, he/she signed, sealed and delivered the said Memorandum of First Amendment to PCS Site Agreement as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of May, 20 17.

Suzanne M. Bartes
Notary Public, State of ILLINOIS, County of COOK
Acting in the County of COOK
My Commission expires: 9-18-17

[STAMP OR SEAL REQUIRED]



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IN WITNESS WHEREOF, Owner and STC Two LLC have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

STC TWO LLC:

STC TWO LLC,
a Delaware limited liability company

By: Global Signal Acquisitions III LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

By: *Lisa A. Sedgwick* (SEAL)

Name: Lisa A Sedgwick

Title: RET Manager

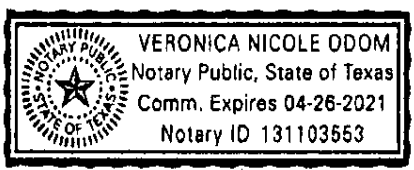
STATE OF Texas
COUNTY of Harris) s.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lisa Sedgwick personally known to me to be the RET MANAGER of Global Signal Acquisitions III LLC, a Delaware limited liability company, the Attorney-in-Fact for STC Two LLC, a Delaware limited liability company, on behalf of the limited liability company he/she signed, sealed and delivered the said Memorandum of First Amendment to PCS Site Agreement as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10 day of May, 2017.

Veronica Nicole Odom
Notary Public, State of Texas, County of HARRIS
My Commission expires: 4-26-2021

[SEAL REQUIRED]



UNOFFICIAL COPY EXHIBIT A

April 99

Site Name: Palatine Public Works _____

PCS Site Agreement

Site I. D. CH01XC172 J

Site Description

Site situated in the City of Palatine, County of Cook, State of Illinois commonly described as follows:

Legal Description:

PARCEL 1:

THE SOUTH 150 FEET OF LOT 12 AND ALL OF LOT 13 IN ARTHUR T. MCINTOSH AND CO'S PLUM GROVE FARMS, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE WEST 1/2 OF VERMONT STREET IN ARTHUR T. MCINTOSH AND CO'S PLUM GROVE FARMS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 13062862, LYING NORTH OF THE NORTH LINE OF ILLINOIS AVENUE, FORMERLY KNOWN AS KENILWORTH AVENUE, AND SOUTH OF THE NORTH LINE OF THE SOUTH 150 FEET OF LOT 12 IN THE AFORESAID ARTHUR T. MCINTOSH AND CO'S PLUM GROVE FARMS, EXTENDED EAST TO THE EAST LINE OF VERMONT AVENUE, ALL IN SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Sketch of Site:

(SEE ATTACHED)

Owner Initials

SprintCom Initials

Note: Owner and SprintCom may, at SprintCom's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

Property of Cook County Clerk's Office

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VILLAGE OF PALATINE



Village Clerk's Office

200 E. Wood Street · Palatine, IL · 60067-5339
Telephone: (847) 359-9051 · Fax (847) 359-9094
www.palatine.il.us

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, DORIS SADIK, do hereby certify that I am the duly appointed, qualified Deputy Clerk of the Village of Palatine, Cook County, Illinois, and that I am the keeper of the records, journals, entries, ordinances and resolutions of the said Village of Palatine.

I do further certify that the foregoing is a true and correct copy of the Memorandum of First Amendment to PCS Site Agreement between the Village of Palatine and STC Two LLC, dated the 10th day of May, 2017.

I do further certify that the original of which the foregoing is a true copy, is entrusted to my care for safekeeping and that I am the keeper of the same.

BY WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Palatine this 10th day of August, 2017.

(SEAL)

Doris Sadik
Deputy Clerk