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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/11/2019 02:57 PM PG: 1 OF 6

Prepared by: Joanne Beaulieu
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
Ph: 1-800-487-7483 ext. 7872

Parcel ID: 10303240030000;
10311030290000; 10311030300000

AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

THIS AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) ("Amendment") is executed this 28 day of December, 2018, by and between **VILLAGE OF NILES, an Illinois municipal corporation**, having an address at 1000 Civic Center Drive, Niles, Illinois 60714-3229 ("Lessor") and **SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Lessee").

WHEREAS, Lessor and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, entered into that certain Communications Site Lease Agreement (Ground), dated July 25, 2001, as evidenced by that certain Memorandum of Agreement, recorded August 9, 2001, as Instrument No. 0010727133, and ultimately assigned to Lessee f/k/a TowerCo Assets LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Ground Lease, recorded October 30, 2008, as Document No. 0830403064, both recordings of the Recorder of Deeds of Cook County, Illinois, as amended and assigned from time to time (collectively, "Agreement") for Lessee's use of a portion of the real property ("Premises") located at 6849 Touhy Avenue, Niles, IL 60714 ("Land"), being more particularly described in the attached **Exhibit "A"**; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Agreement as provided herein.

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NOW, THEREFORE, for good and valuable consideration, 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 4. Term**, of the Agreement is hereby amended as follows:

In addition to the Renewal Terms as referenced in the Agreement, the Agreement is hereby amended to include four (4) additional successive terms of five (5) years (each an "Additional Renewal Term"). Each Additional Renewal Term shall be deemed automatically extended, unless Lessee notifies Lessor of its intention not to renew the Agreement at least ninety (90) days prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on August 1, 2026 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring on July 31, 2026.

2. **Section 5. Rent**, of the Agreement is hereby amended as follows:

(a) On the Additional Renewal Term Commencement Date, Lessor's Rent shall incur a one-time increase of [REDACTED].

(b) Commencing on August 1, 2027 and each anniversary of such date thereafter, Lessor's Rent shall increase by [REDACTED]. All escalations currently provided in the Agreement arising prior to the Additional Renewal Term Commencement Date shall be unaffected by this section.

3. The fourth sentence of **Section 14. Assignment and Subletting**, of the Agreement is hereby deleted in its entirety.

4. **Section 24. Miscellaneous**, subsection (d) of the Agreement is hereby amended as follows:

If to Lessee:

SBA 2012 TC Assets, LLC
 Attn: Site Administration
 8051 Congress Avenue
 Boca Raton, FL 33487-1307
 Re: IL46481-A/Stalberts

5. Upon full execution of this Amendment, Lessee shall pay to the Lessor a one-time payment of [REDACTED].
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 of Illinois without regard to principles of conflicts of law.

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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.
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 without obtaining the further 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 sole owner in fee simple title 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 Amendment.
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:

LESSOR:

Marlene J. Victorine

VILLAGE OF NILES, an Illinois municipal corporation

Print Name: Marlene J. Victorine

By: [Signature]

Kathryn L. Angell

Print Name: STEVEN C. VINEZANO

Print Name: Kathryn L. Angell

Title: Village Manager

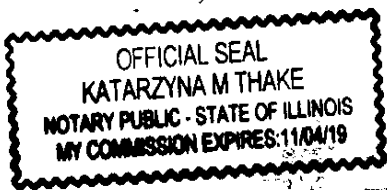
STATE OF ILLINOIS
COUNTY OF COOK

I, Katarzyna Thake the undersigned Notary Public, do hereby certify that on the 12 day of December, 2018, by STEVEN C. VINEZANO, as Village Manager, of the Village of Niles, an Illinois municipal corporation, respectively, personally appeared before me and being first duly sworn by me severally acknowledged that he/she signed the foregoing document in the respective capacities 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.

[Signature]
Notary Public

(NOTARY SEAL)



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WITNESSES:

Cath Hutchison

Print Name: Catherine Hutchison

Taylor Anrajic

Print Name: Taylor Anrajic

LESSEE:

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

By: *Ed Roach*

~~Alyssa Houlahan~~ Ed Roach
Vice President - Site Leasing Boca legal

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on the 28 day of December, 2018, by ~~Alyssa Houlahan~~ Ed Roach, Vice President - ~~Site Leasing~~ Boca legal of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company and who is personally known to me.



Kaela Feliciano
Commission # GG023862
Expires: August 23, 2020
Bonded thru Aaron Notary

(NOTARY SEAL)

Kaela Feliciano
Notary Public

Print Name: _____
My Commission Expires: _____

UNOFFICIAL COPY**EXHIBIT 'A'**

Legal description to be incorporated upon receipt of final survey.

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS:

PARCEL 1:

THAT PART OF LOT 9 (EXCEPT THE WEST 25 FEET THEREOF) AND LOTS 10, 11, 12 AND 13 IN WILLIAM WEST AND OTHERS SUBDIVISION IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF TOUHY AVENUE AS DEDICATED APRIL 4, 1932 UNDER DOCUMENT NUMBER 11068761 (EXCEPTING FROM THE ABOVE DESCRIBED TRACT THAT PART OF LOT 14 IN SAID WILLIAM WEST AND OTHERS SUBDIVISION LYING EAST OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE INTERSECTION OF THE WEST LINE OF LOT 14 IN SAID WILLIAM WEST AND OTHERS SUBDIVISION AND SAID SOUTH LINE OF TOUHY AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTH LINE OF TOUHY AVENUE, 84.50 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 109.16 FEET MORE OR LESS TO THE INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE WEST LINE OF LOT 31 IN NIEMANN'S ADDITION TO NILES IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHEASTERLY ALONG SAID EXTENSION OF THE WEST LINE OF LOT 31 IN NIEMANN'S ADDITION, 72.15 FEET MORE OR LESS TO THE SOUTH LINE OF LOT 13 IN SAID WILLIAM WEST AND OTHERS SUBDIVISION; IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 18 TO 30, INCLUSIVE, AND 36 TO 43, INCLUSIVE, IN NEIMANN'S ADDITION TO NILES, A SUBDIVISION IN JANE MIRANDA'S RESERVE AND IN NORTHWEST 1/4 OF SECTION 31, ALL IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THAT LAND DESSCRIBED IN ORDINANCE 2001-20, VACATING A CERTAIN PUBLIC ALLEY, FILED 04/24/2001 AS INSTRUMENT NO 001033480.

PARCEL 3:

LOT 9 (EXCEPT THE WESTERLY 25 FEET THEREOF) AND ALL OF LOTS 10, 11, 12, 13 AND 14 (EXCEPT THAT PART OF SAID LOTS LYING NORTH OF TOUHY AVENUE) IN WILLIAM WEST AND OTHERS' SUBDIVISION OF PARTS OF LOT 1 AND LOT 18 IN THE ASSESSOR'S DIVISION OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 30 AND LOT 8 IN JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH, RANG 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. LESS AND EXCEPT THAT LAND CONVEYED IN WARRANTY DEED 16150655 AND QUIT CLAIM DEED 16719272 OF COOK COUNTY RECORDS.

TAX I.D. NUMBERS: 10-30-324-003-0000, 10-31-103-029-0000, 10-31-103-030-0000

DERIVATION CLAUSE

BEING THE SAME PROPERTY CONVEYED TO VILLAGE OF NILES, A MUNICIPAL CORPORATION, GRANTEE, FROM NILES PARK DISTRICT, A MUNICIPAL CORPORATION, GRANTOR, BY DEED RECORDED 05/10/1999, AS INSTRUMENT NO. 99451120 OF COOK COUNTY RECORDS.

BEING THE SAME PROPERTY CONVEYED TO VILLAGE OF NILES, A MUNICIPAL CORPORATION, GRANTEE, FROM CARL G. NEMETH AND ELIZABETH NEMETH, GRANTOR, BY DEED RECORDED 12/09/1940, AS BOOK 36309, PAGE 256 OF COOK COUNTY RECORDS.