

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 07/19/2022 01:02 PM Pg: 1 of 7

Prepared by: Catherine Hutchison  
After recording return to: Rita Drinkwater  
SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487  
Ph: 800-487-7483 ext. 7372

Parcel ID: 29-20-210-028

## AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

THIS AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) ("Amendment") is executed this 14<sup>th</sup> day of July, 2022 ("Effective Date") by and between **URBAN SITES OF CHICAGO, LLC**, an Illinois limited liability company, having an address at 6677 North Lincoln Avenue, Suite 210, Lincolnwood, IL 60712 ("Lessor") and **SBA 2012 TC ASSETS, LLC**, a Delaware limited liability company, having a principal office located at 8051 Congress Avenue, Boca Raton, FL 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 August 2, 2001, as evidenced by that certain Memorandum of Agreement dated August 2, 2001, and recorded August 9, 2001, as Document Number 0010727135, and assigned to Lessee f/k/a TowerCo Assets LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Ground Lease dated September 23, 2008, and recorded October 8, 2008, as Document Number 0828215002; 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 16018 S. Halsted Street, Harvey, IL 60426 ("Land"), being more particularly described in the attached **Exhibit "A"**; and



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Lessee: SBA 2012 TC Assets, LLC  
 Attn: Site Administration  
 8051 Congress Avenue  
 Boca Raton, FL 33487-1307  
 Re: IL46536-A/S. Harvey

5. The Agreement is hereby amended to include **Section 19. Exclusivity**, as follows:

As part of Lessee's right to the undisturbed use and enjoyment of the Premises, Lessor shall not at any time during the term of the Agreement (i) use or suffer or permit another person to use any portion of the Land or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Land that permits (either during the term of the Agreement or after the term hereof) any of the uses permitted under this Agreement or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, or the generation or storage of power or energy.

6. Upon full execution of this Amendment, Lessee shall pay to Lessor a one-time payment of [REDACTED].
7. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.
8. 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.
9. 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.
10. 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 re-record this Amendment without obtaining the further approval of Lessor. Following such re-recording, the descriptions of the Premises described therein shall serve as the descriptions for same for all purposes under the Agreement.

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11. Lessor represents and warrants to Lessee that Lessor is the sole owner in fee simple title to the Land and Lessor's interest under the Agreement and that consent or approval of no other person is necessary for Lessor to enter into this Amendment.
12. 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.
13. 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:

Urban Sites of Chicago, LLC, an Illinois limited liability company

Judith I. Much

By: Jerald I. Much  
Jerald I. Much

Print Name: Judith I. Much

Title: MANAGER

Medina Kazimi

Print Name: MEDINA KAZIMI

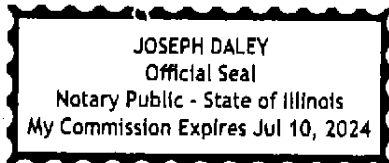
STATE OF ILLINOIS

COUNTY OF COOK

I, Joseph Daley the undersigned Notary Public, do hereby certify that on the 23<sup>RD</sup> day of 2022, Jerald I. Much, as Manager of Urban Sites of Chicago, LLC, an Illinois limited liability company, respectively, personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

Joseph Daley  
Notary Public

(NOTARY SEAL)



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WITNESSES:

LESSEE:

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

*Ashley Carrillo*  
Print Name: *Ashley Carrillo*

By: *[Signature]*  
Martin Aljovin  
Vice President - Asset Optimization

*[Signature]*  
Print Name: *Brett Rigby*

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of July, 2022, by Martin Aljovin, Vice President - Asset Optimization of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me and did not take an oath.

*[Signature]*  
Notary Public  
My Commission Expires \_\_\_\_\_

(NOTARY SEAL)



Brett J. Rigby  
Comm. #HH017994  
Expires: July 15, 2024  
Bonded Thru Aaron Notary

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## EXHIBIT "A"

Legal description to be incorporated upon receipt of final survey.

The Land is described and/or depicted as follows:

**LOT 8 IN BLOCK 6 IN HARVEY HIGHLANDS, BEING A RESUBDIVISION OF THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.**

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