

# UNOFFICIAL COPY

Doc#: 2233308041 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 11/29/2022 09:53 AM Pg: 1 of 17

Prepared by:

AP Wireless Investment I, LLC  
4250 Executive Square, Suite 900  
La Jolla, CA 92037

Return to:

Fidelity National Title  
7130 Glen Forest Drive, Suite 300  
Richmond, VA 23226  
31633875  
CRM# L103795

**FIRST AMENDMENT TO EASEMENT AND ASSIGNMENT AGREEMENT**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## FIRST AMENDMENT TO EASEMENT AND ASSIGNMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AND ASSIGNMENT AGREEMENT ("First Amendment") is made as of the 9<sup>th</sup> day of November, 2022 ("Effective Date"), by and between CJ Logistics America, LLC, a Delaware limited liability company, whose address is 1750 South Wolf Road, Des Plaines, IL 60018 ("Site Owner") and AP Wireless Investments I, LLC, a Delaware limited liability company ("APWII"). All references hereafter to "APWII" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (APWII and Site Owner, collectively, "Parties").

### RECITALS

**WHEREAS**, Site Owner is the owner of that certain property ("Property") located in the County of Cook, in the State of Illinois, having a street address of 1750 South Wolf Road, Des Plaines, IL 60018, and which Property is more particularly described on Exhibit A attached hereto;

**WHEREAS**, Site Owner entered into an Option and Site Lease Agreement with AT&T Wireless PCS, Inc., a Delaware corporation, on April 12, 1996, as amended by Addendum No. 1 to Option and Site Lease Agreement dated April 12, 1996 ("Addendum No. 1"), and as further amended by Addendum No. 2 to Option and Site Lease Agreement dated April 12, 1996 and the third amendment to option and site lease agreement dated October 21, 2020, whereby Owner leased to Tenant certain Premises, therein described, that are a portion of the Property (collectively the "Existing Agreement").

**WHEREAS**, Site Owner and APWII entered into an Easement and Assignment Agreement dated June 12<sup>th</sup>, 2020 ("Easement Agreement") relating to the Property and the Existing Agreement;

**WHEREAS**, the Existing Agreement is being further amended more or less simultaneously herewith pursuant to that certain Fourth Amendment to the Option and Site Lease Agreement ("Fourth Amendment to the Existing Agreement").

**WHEREAS**, the Fourth Amendment to the Existing Agreement provides to increase the size of the Premises, as further detailed in Exhibit C thereto, subject to and accordance with all of the terms and conditions of the Existing Agreements;

**WHEREAS**, pursuant to the Easement Agreement, Site Owner has granted, bargained, sold, transferred and conveyed to APWII certain rights relating to the Property and the Existing Agreements;

**WHEREAS**, Site Owner and APWII now desire to clarify the easement area and amend certain terms of the Easement Agreement;

**NOW, THEREFORE**, for and in consideration of good and valuable consideration, the receipt and sufficiency of which the parties do hereby acknowledge, Site Owner and APWII agree to the following:

1. Recitals. The foregoing recitals are incorporated herewith as though fully set forth herein.

# UNOFFICIAL COPY

2. **Premises Area.** Upon the execution of this Amendment, Site Owner agrees with APWII that the premises object of the Easement Agreement is described on attached Exhibit B-2 ("Premises"). Site Owner's execution of this Amendment will signify Site Owner's approval of Exhibit B-2. Exhibit B-1 of the Easement Agreement is thereby substitute by the attached Exhibit B-2.
3. **Notices.** Section 16 of the Agreement is hereby modified to change APWII's address to: AP Wireless Investments I, LLC, Attn: asset management/L103795, 4250 Executive Square, Suite 900, La Jolla, CA 92037.
4. **Terms; Conflicts.** The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this First Amendment, the terms and conditions of this Second Amendment will govern and control.
5. **Approvals.** Site Owner represents and warrants to APWII that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third-party consent or approval is required, Lessor has obtained any and all such consents or approvals.
6. **Authorization.** The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.
7. **Signatures.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed electronic copies of this First Amendment shall legally bind the parties to the same extent as original documents.
3. **Full Force.** Except as expressly amended by the provisions and conditions of this First Amendment, the Agreement shall and will remain in full force and effect. In the event of a conflict of terms of the Easement Agreement and this First Amendment, the terms of this First Amendment shall be controlling. In addition, all capitalized terms not defined in the First Amendment will have the meaning ascribed to them in the Easement Agreement. All captions and headings are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

[SIGNATURE PAGES FOLLOW]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

**SITE OWNER - CJ Logistics America, LLC**

CJ Logistics America, LLC, a Delaware limited liability company

Maria Motev

By: MARIA MOTEV

Title: SVP + General Counsel

Address: 1750 S. WOLF RD  
DES PLAINES, IL 60018

Property of Cook County Clerk's Office

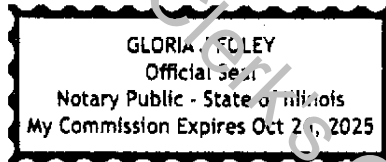
STATE OF ILLINOIS }

COUNTY OF COOK }

On November 9, 2022, before me, the undersigned, a Notary Public in and for said State,

personally appeared Maria Motev of CJ Logistics America, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Gloria J. Foley  
Notary Public in and for said County and State



My commission expires \_\_\_\_\_

# UNOFFICIAL COPY

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment as of the date first written above.

**AP WIRELESS INVESTMENTS I, LLC**

By: \_\_\_\_\_

Andrew Wood

Executive VP

Address: 4250 Executive Square, Suite 900, La Jolla, CA 92037

APPROVED BY LEGAL  
COUNSEL

Property of Cook County see attached  
Notary Public's Office

STATE OF CALIFORNIA }

COUNTY OF SAN DIEGO }

On \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for said State,

personally appeared Andrew Wood, of SAN DIEGO, CALIFORNIA / **AP WIRELESS INVESTMENTS I, LLC** to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public in and for said County and State

My commission expires:  
\_\_\_\_\_

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

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.

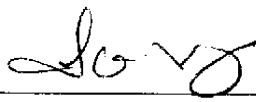
State of California  
County of San Diego

On November 16, 2022 before me, Tara Ellen O'Reilly, Notary Public

personally appeared Andrew Wood, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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   
My commission Expires: 4/15/2026

(Seal)



# UNOFFICIAL COPY

## EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

### PARCEL 1:

That part of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 30, Township 41 North, Range 12 East of the Third Principal Meridian, lying north of a line 14.70 feet north of and parallel with the east and west center line of the North 1/2 of said Section 30, except that part thereof taken for Streets and Highways, in Cook County, Illinois.

### PARCEL 2:

Lot 1 in Grew's Subdivision of that part of the Northwest Fractional 1/4 and the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 30, Township 41 North, Range 12 East of the Third Principal Meridian, lying north of a line 14.70 feet north of the east and west center line of the North 1/2 of said section (Except the right of way of the Desplaines Valley Railway), excepting therefrom that part thereof described as follows:

That part of Lot 1 in Grew's Subdivision aforesaid, described as follows:

Commencing at the southwest corner of aforesaid Lot 1; thence North 87 degrees, 20 minutes, 30 seconds East in its south line a distance of 0.79 of a foot to the place of beginning of the following described tract of land; thence continuing North 87 degrees, 20 minutes, 30 seconds East on aforesaid south line, a distance of 395.22 feet to a point; thence North 00 degrees, 09 minutes, 48 seconds West in a line, a distance of 240.94 feet to a point; thence South 87 degrees, 20 minutes, 30 seconds West in a line, a distance of 29.76 feet to a point of intersection with a curved line; thence southwesterly on aforesaid curved line convex to the southeast and having a radius of 524.05 feet, an arc distance of 102.56 feet and whose chord length is 102.40 feet and bears South 65 degrees, 57 minutes, 03 seconds West; thence South 71 degrees, 33 minutes, 27 seconds West in a line tangent to the aforesaid curve, a distance of 57.59 feet to a point of tangency with a curved line; thence southwesterly on last described curved line, convex to the northwest and having a radius 360.00 feet, an arc distance of 301.93 feet and whose chord length is 293.16 feet and bears South 17 degrees, 31 minutes, 50 seconds West, to the place of beginning, also excepting that part thereof taken for Oakton Street, in Cook County, Illinois.

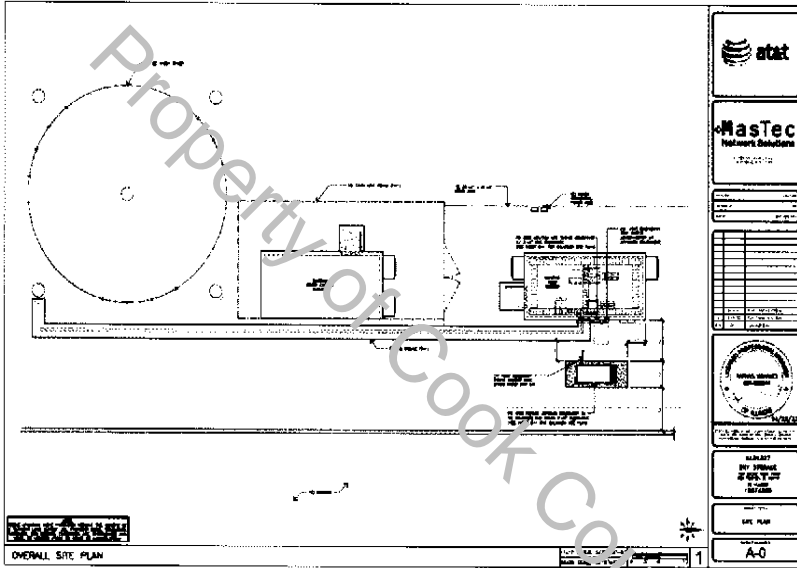
AND BEING the same property conveyed to Dry Storage Corporation from Chicago Title Land Trust Company, a corporation of Illinois, as Successor Trustee under the Provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 18th day of July, 1985, and known as Trust Number 109929 by Trustee's Deed dated February 19, 2013 and recorded April 1, 2013 in Instrument No. 1309149047.

Tax Parcel Nos. 09-30-201-002, 09-30-200-018

# UNOFFICIAL COPY

## EXHIBIT B-2 COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:



Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

**Agreed and Approved:**

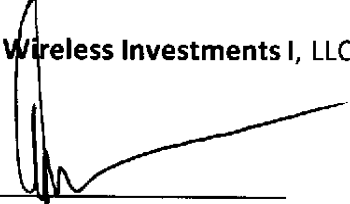
CJ Logistics America, LLC, a Delaware limited liability company

By: *Maria Motev*  
 Name: MARIA MOTEV  
 Title: SVP - General Counsel  
 Date: November 9, 2022



# UNOFFICIAL COPY

AP **Wireless Investments I, LLC**

By:  \_\_\_\_\_

Andrew Wood

Executive VP

Date: 11/16/22 \_\_\_\_\_

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT C

### MEMORANDUM OF FIRST AMENDMENT TO EASEMENT AND ASSIGNMENT

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

AP Wireless Investments I, LLC

4250 Executive Square, Suite 900, La Jolla, CA 92037

Attn: Property Management

### MEMORANDUM OF THE FIRST AMENDMENT TO EASEMENT AND ASSIGNMENT

THIS MEMORANDUM OF THE FIRST AMENDMENT TO EASEMENT AND ASSIGNMENT AGREEMENT ("Memo of First Amendment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between CJ Logistics America, LLC, a Delaware limited liability company, whose address is 1750 South Wolf Road, Des Plaines, IL 60018 ("Site Owner") and AP Wireless Investments I, LLC, a Delaware limited liability company ("APWII"). All references hereafter to "APWII" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (APWII and Site Owner, collectively, "Parties").

#### RECITALS

**WHEREAS**, Site Owner is the owner of that certain property ("Property") located in the County of Cook, in the State of Illinois, having a street address of 1750 South Wolf Road, Des Plaines, IL 60018, and which Property is more particularly described on Exhibit A attached hereto;

**WHEREAS**, Site Owner entered into an Option and Site Lease Agreement with AT&T Wireless PCS, Inc., a Delaware corporation, on April 12, 1996, as amended by Addendum No. 1 to Option and Site Lease Agreement dated April 12, 1996 ("Addendum No. 1"), and as further amended by Addendum No. 2 to Option and Site Lease Agreement dated April 12, 1996 ("Addendum No. 2"), whereby Owner leased to Tenant certain Premises, therein described, that are a portion of the Property (collectively the "Existing Agreement").

**WHEREAS**, Site Owner and APWII entered into an Easement and Assignment Agreement dated June 12<sup>th</sup>, 2020 ("Easement Agreement") relating to the Property and the Existing Agreement;

**WHEREAS**, the Existing Agreement is being further amended more or less simultaneously herewith pursuant to that certain Fourth Amendment to the Option and Site Lease Agreement ("Fourth Amendment to the Existing Agreement").

# UNOFFICIAL COPY

**WHEREAS**, the Fourth Amendment to the Existing Agreement provides to increase the size of the Premises, as further detailed in Exhibit C thereto, subject to and accordance with all of the terms and conditions of the Existing Agreements;

**WHEREAS**, pursuant to the Easement Agreement, Site Owner has granted, bargained, sold, transferred and conveyed to APWII certain rights relating to the Property and the Existing Agreements;

**WHEREAS**, Site Owner and APWII now desire to amend certain terms of the Easement Agreement;

**NOW, THEREFORE**, for and in consideration of good and valuable consideration, the receipt and sufficiency of which the parties do hereby acknowledge, Site Owner and APWII agree to the following:

1. **Premises Area** Upon the execution of this Amendment, Site Owner agrees with APWII that the premises object of the Easement Agreement is described on attached Exhibit B-2 ("Premises"). Site Owner's execution of this Amendment will signify Site Owner's approval of Exhibit B-2. Exhibit B-1 of the Easement Agreement is thereby substitute by the attached Exhibit B-2.
  2. **Notices**. Section 16 of the Agreement is hereby modified to change APWII's address to: AP Wireless Investments I, LLC, 4250 Executive Square, Suite 900, La Jolla, CA.
  3. **Terms; Conflicts**. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this First Amendment, the terms and conditions of this Second Amendment will govern and control.
  4. **Approvals**. Site Owner represents and warrants to APWII that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third-party consent or approval is required, Lessor has obtained any and all such consents or approvals.
  5. **Authorization**. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.
  6. **Signatures**. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed electronic copies of this First Amendment shall legally bind the parties to the same extent as original documents.
4. **Full Force**. Except as expressly amended by the provisions and conditions of this First Amendment, the Agreement shall and will remain in full force and effect. In the event of a conflict of terms of the Easement Agreement and this First Amendment, the terms of this First Amendment shall be controlling. In addition, all capitalized terms not defined in the First Amendment will have the meaning ascribed to them in the Easement Agreement. All captions and headings are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

**[SIGNATURE PAGES FOLLOW]**

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**SITE OWNER:**

CJ Logistics America, LLC, a Delaware limited liability company

By: *Maria Motev*  
Name: MARIA MOTEV  
Title: SVP & General Counsel

STATE OF ILLINOIS }

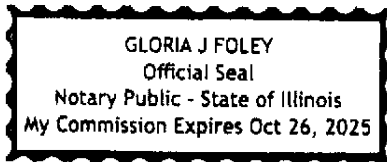
COUNTY OF COOK }

On November 9, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Maria Motev of CJ Logistics America, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

*Gloria J. Foley*

Notary Public in and for said County and State

My commission expires:



# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

AP WIRELESS INVESTMENTS I, LLC

By: \_\_\_\_\_

Andrew Wood  
Executive VP

Address: 4250 Executive Square, Suite 900, La Jolla, CA 92037

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 SAN DIEGO }

On November 16, 2022 before me, Tara O'Reilly, Notary Public,  
(Name of Notary Public and Title)

Personally appeared Andrew Wood, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 \_\_\_\_\_ (seal)



# UNOFFICIAL COPY

## ACKNOWLEDGMENT

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.

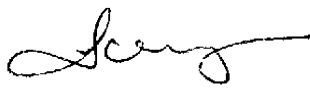
State of California  
County of San Diego

On November 12, 2022 before me, Tara Ellen O'Reilly, Notary Public

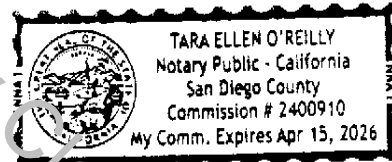
personally appeared Andrew Wood, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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   
My commission Expires: 4/15/2026

(Seal)

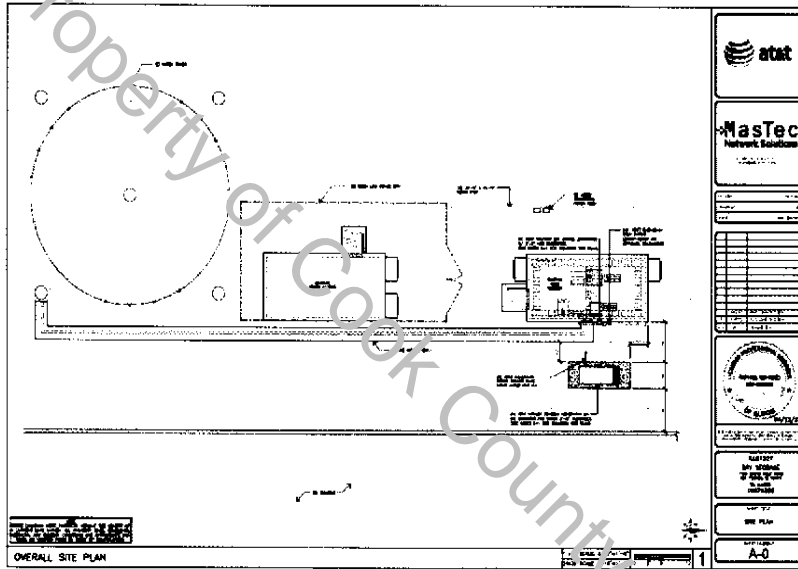


# UNOFFICIAL COPY

## EXHIBIT B-2

### COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:



Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

**Agreed and Approved:**

CJ Logistics America, LLC, a Delaware limited liability company

By: *Maria Motev*  
 Name: *MARIA MOTEV*  
 Title: *SVP & General Counsel*

# UNOFFICIAL COPY

Date:

AP Wireless Investments I, LLC

By: \_\_\_\_\_

Andrew  
Wood

Executive  
VP

Date:

11/16/22

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

Property of Cook County Clerk's Office