

**ORDINANCE NO. 17-2015**

**AN ORDINANCE OF THE VILLAGE OF EVERGREEN PARK APPROVING A FIRST AMENDMENT TO SITE AGREEMENT NO. 128 – EVERGREEN PARK, ILLINOIS FOR THE PROPERTY LOCATED AT 8900 SOUTH CALIFORNIA AVENUE, EVERGREEN PARK, ILLINOIS**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Evergreen Park, Cook County, Illinois, as follows:

**Section 1**

That the First Amendment Site Agreement No. 128 – Evergreen Park, Illinois between the Village of Evergreen Park and SBC Tower Holdings LLC for the property located at 8900 South California Avenue, Evergreen Park, Illinois, in substantially the form attached hereto, is hereby approved for and on behalf of the Village. The Mayor is hereby authorized to execute the same for and on behalf of the Village and all other documents approved therein with such changes as approved by the Village Attorney.

**Section 2**

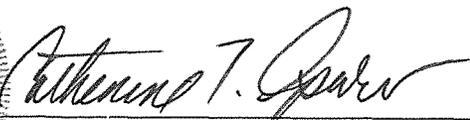
All statutes of the State of Illinois or any parts thereof which are in conflict with the provisions of this ordinance are hereby superseded by this ordinance enacted under the home rule power of the Village of Evergreen Park.

**Section 3**

This ordinance shall be immediately in full force and effect after passage and approval.

This ordinance was passed and deposited in the office of the Village Clerk of the Village of Evergreen Park this 4<sup>th</sup> day of August, 2015.



  
\_\_\_\_\_  
CATHERINE T. APARO, Village Clerk

APPROVED by me this 4<sup>th</sup>  
day of August, 2015.

  
\_\_\_\_\_  
JAMES J. SEXTON, Mayor

## THE FIRST AMENDMENT TO SITE AGREEMENT No. 128 - Evergreen Park, Illinois

This First Amendment to Site Agreement No. 128 – Evergreen Park, Illinois (this “**Amendment**”) is made effective as of the latter signature date hereof (the “**Effective Date**”) by and between **Village of Evergreen Park**, an Illinois municipal corporation, (“**Landlord**”) and **SBC Tower Holdings LLC**, a Delaware limited liability company, (“**Tenant**”) (Landlord and Tenant being collectively referred to herein as the “**Parties**”).

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the “**Parent Parcel**”); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain to Site Agreement No. 128 – Evergreen Park, Illinois dated November 5, 1990 (as the same may have been amended, collectively, the “**Lease**”), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the “**Leased Premises**”), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Tenant entered into that certain Sublease Agreement dated December 14, 2000 with Southern Towers, Inc., predecessor-in-interest to American Tower Asset Sub II, LLC (“**American Tower**”), whereby American Tower subleases the Leased Premises from Tenant; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment**. Tenant shall pay to Landlord a one-time payment in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant’s receipt of this Amendment executed by Landlord, on or before August 10, 2015; (b) Tenant’s confirmation that Landlord’s statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord’s ownership; (c) Tenant’s receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended**. Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on January 1, 1991. Tenant shall have the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a “**New Renewal Term**” and, collectively, the “**New Renewal Terms**”). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an “**Existing Renewal Term**” and, collectively, the “**Existing Renewal Terms**”) available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant’s receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant’s actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional

time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to Two Thousand One Hundred Sixty and No/100 Dollars (\$2,160.00) per month (the "**Rent**"). Commencing on January 1, 2016 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to four percent (4%) of the then current rent. The escalations in this paragraph shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Village of Evergreen Park, IL**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord

may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 9418 S Kedzie Ave., Evergreen Park, IL 60642; To Tenant at: c/o AT&T Network Real Estate Administration, RE: [FA 10005150]; Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324; with copy to: AT&T Legal Department – Network, Attn: Network Counsel, RE: [FA 10005150]; 208 S. Akard Street, Dallas, TX 75202-4206; and also with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights of foreclosure with respect to any lien or security interest. Provided that Tenant gives Landlord written notice of any such mortgagee, Landlord shall recognize Tenant's Mortgagee as "Tenant" hereunder in the event Tenant's Mortgagee exercises its right of foreclosure. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Tenant's Mortgagee.

[SIGNATURES FOLLOW ON NEXT PAGE]

**LANDLORD:**

**Village of Evergreen Park,**  
an Illinois municipal corporation

Signature: \_\_\_\_\_

Print Name: James J. Sexton

Title: Mayor

Date: August 4, 2015

[SIGNATURES CONTINUE ON NEXT PAGE]

**TENANT:**

**SBC Tower Holdings LLC,**  
a Delaware limited liability company

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Cook, State of Illinois, and being known as  
Cook County APN: 24-01-116-008-8001 and 24-01-116-008-8002

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION ONE, TOWNSHIP THIRTY-SEVEN NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF 90TH STREET WITH THE WEST LINE OF CALIFORNIA AVENUE; THENCE NORTH 0°-00'-00" EAST, BEING AN ASSUMED BEARING ON THE WEST LINE OF CALIFORNIA AVENUE, SAID LINE BEING 40.0 FT. WEST OF AND PARALLEL WITH THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION ONE, A DISTANCE OF 186.0 FT.; THENCE SOUTH 90°-00'-00" WEST A DISTANCE OF 20.0 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90°-00'-00" WEST A DISTANCE OF 30.0 FT.; THENCE NORTH 0°-00'-00" EAST A DISTANCE OF 35.0 FT.; THENCE NORTH 90°-00'-00" EAST A DISTANCE OF 30.0 FT.; THENCE SOUTH 0°-00'-00" WEST A DISTANCE OF 35.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. AND ALSO THE ACCESS RIGHTS AS SET FORTH IN SITE AGREEMENT RECORDED AS DOCUMENT NUMBER 90580258.

EXHIBIT A (Continued)

**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

EASEMENT FOR INGRESS AND EGRESS

THAT PART OF THE HALF OF THE NORTHWEST QUARTER OF SECTION ONE, TOWNSHIP THIRTY-SEVEN NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF 90TH STREET WITH THE WEST LINE OF CALIFORNIA AVENUE; THENCE NORTH 0° 00' 00" EAST, BEING AN ASSUMED BEARING ON THE WEST LINE OF CALIFORNIA AVENUE, SAID LINE BEING 40.0 FT. WEST OF AND PARALLEL WITH THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION ONE, A DISTANCE OF 185.0 FT. TO THE POINT OF BEGINNING; THENCE SOUTH 90° 00' 00" WEST A DISTANCE OF 19.63 FT.; THENCE NORTH 0° 00' 00" EAST A DISTANCE OF 15.0 FT.; THENCE NORTH 90° 00' 00" EAST A DISTANCE OF 19.63 FT. TO THE WEST LINE OF CALIFORNIA AVENUE; THENCE SOUTH 0° 00' 00" WEST ON THE WEST LINE OF CALIFORNIA AVENUE, A DISTANCE OF 15.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT FOR CONSTRUCTION

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION ONE, TOWNSHIP THIRTY-SEVEN NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF 90TH STREET WITH THE WEST LINE OF CALIFORNIA AVENUE; THENCE NORTH 0° 00' 00" EAST, BEING AN ASSUMED BEARING ON THE WEST LINE OF CALIFORNIA AVENUE, SAID LINE BEING 40.0 FT. WEST OF AND PARALLEL WITH THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION ONE, A DISTANCE OF 185.0 FT. TO THE POINT OF BEGINNING; THENCE SOUTH 90° 00' 00" WEST A DISTANCE OF 19.63 FT.; THENCE NORTH 0° 00' 00" EAST A DISTANCE OF 35.0 FT.; THENCE SOUTH 90° 00' 00" WEST A DISTANCE OF 30.36 FT.; THENCE NORTH 0° 00' 00" EAST A DISTANCE OF 30.0 FT.; THENCE NORTH 90° 00' 00" EAST A DISTANCE OF 50.0 FT. TO THE WEST LINE OF CALIFORNIA AVENUE; THENCE SOUTH 0° 00' 00" WEST ON THE WEST LINE OF CALIFORNIA AVENUE, A DISTANCE OF 65.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**EXHIBIT B**

**FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Patricia Barnaby, Esq.  
ATC Site No: 303923  
ATC Site Name: Evergreen Park IL  
Assessor's Parcel No(s): 24-01-116-008-8001  
24-01-116-008-8002

**Prior Recorded Lease Reference:**

Document No: 90-580258  
State of Illinois  
County of Cook

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the 4<sup>th</sup> day of August, 2015 by and between **Village of Evergreen Park**, an Illinois municipal corporation, ("**Landlord**") and **SBC Tower Holdings LLC**, a Delaware limited liability company, ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Agreement No. 128 – Evergreen Park, Illinois dated November 5, 1990 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be December 31, 2050. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on

Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and return any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 9418 S Kedzie Ave., Evergreen Park, IL 60642; To Tenant at: c/o AT&T Network Real Estate Administration, RE: [FA 10005150]; Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324; with copy to: AT&T Legal Department – Network, Attn: Network Counsel, RE: [FA 10005150]; 208 S. Akard Street, Dallas, TX 75202-4206; and also with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

**LANDLORD**

**2 WITNESSES**

**Village of Evergreen Park,**  
an Illinois municipal corporation

Signature: \_\_\_\_\_  
Print Name: James J. Sexton  
Title: Mayor  
Date: August 4, 2015

Signature: \_\_\_\_\_  
Print Name: Catherine T. Aparo  
  
Signature: \_\_\_\_\_  
Print Name: John J. Sawyers

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of Illinois

County of Cook

On this 4th day of August, 2015, before me, the undersigned Notary Public, personally appeared James J. Sexton, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: Vincent Gainkar  
My commission expires: 09/04/2017

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

**TENANT**

**WITNESS**

**SBC Tower Holdings LLC,**  
a Delaware limited liability company

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

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*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION ONE, TOWNSHIP THIRTY-SEVEN NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF 90TH STREET WITH THE WEST LINE OF CALIFORNIA AVENUE; THENCE NORTH 0°-00'-00" EAST, BEING AN ASSUMED BEARING ON THE WEST LINE OF CALIFORNIA AVENUE, SAID LINE BEING 40.0 FT. WEST OF AND PARALLEL WITH THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION ONE, A DISTANCE OF 186.0 FT.; THENCE SOUTH 90°-00'-00" WEST A DISTANCE OF 20.0 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90°-00'-00" WEST A DISTANCE OF 30.0 FT.; THENCE NORTH 0°-00'-00" EAST A DISTANCE OF 35.0 FT.; THENCE NORTH 90°-00'-00" EAST A DISTANCE OF 30.0 FT.; THENCE SOUTH 0°-00'-00" WEST A DISTANCE OF 35.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. AND ALSO THE ACCESS RIGHTS AS SET FORTH IN SITE AGREEMENT RECORDED AS DOCUMENT NUMBER 90580258.

## EXHIBIT A (Continued)

### ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

### EASEMENT FOR INGRESS AND EGRESS

THAT PART OF THE HALF OF THE NORTHWEST QUARTER OF SECTION ONE, TOWNSHIP THIRTY-SEVEN NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF 90TH STREET WITH THE WEST LINE OF CALIFORNIA AVENUE; THENCE NORTH 0° 00' 00" EAST, BEING AN ASSUMED BEARING ON THE WEST LINE OF CALIFORNIA AVENUE, SAID LINE BEING 40.0 FT. WEST OF AND PARALLEL WITH THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION ONE, A DISTANCE OF 185.0 FT. TO THE POINT OF BEGINNING; THENCE SOUTH 90° 00' 00" WEST A DISTANCE OF 19.63 FT.; THENCE NORTH 0° 00' 00" EAST A DISTANCE OF 15.0 FT.; THENCE NORTH 90° 00' 00" EAST A DISTANCE OF 19.63 FT. TO THE WEST LINE OF CALIFORNIA AVENUE; THENCE SOUTH 0° 00' 00" WEST ON THE WEST LINE OF CALIFORNIA AVENUE, A DISTANCE OF 15.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### EASEMENT FOR CONSTRUCTION

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION ONE, TOWNSHIP THIRTY-SEVEN NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF 90TH STREET WITH THE WEST LINE OF CALIFORNIA AVENUE; THENCE NORTH 0° 00' 00" EAST, BEING AN ASSUMED BEARING ON THE WEST LINE OF CALIFORNIA AVENUE, SAID LINE BEING 40.0 FT. WEST OF AND PARALLEL WITH THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION ONE, A DISTANCE OF 185.0 FT. TO THE POINT OF BEGINNING; THENCE SOUTH 90° 00' 00" WEST A DISTANCE OF 19.63 FT.; THENCE NORTH 0° 00' 00" EAST A DISTANCE OF 35.0 FT.; THENCE SOUTH 90° 00' 00" WEST A DISTANCE OF 30.36 FT.; THENCE NORTH 0° 00' 00" EAST A DISTANCE OF 30.0 FT.; THENCE NORTH 90° 00' 00" EAST A DISTANCE OF 50.0 FT. TO THE WEST LINE OF CALIFORNIA AVENUE; THENCE SOUTH 0° 00' 00" WEST ON THE WEST LINE OF CALIFORNIA AVENUE, A DISTANCE OF 65.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.