

ORDINANCE NO. 9-2014

AN ORDINANCE OF THE VILLAGE OF EVERGREEN PARK APPROVING A FIRST AMENDMENT OF GROUND LEASE DATED MAY 4, 2009 BETWEEN THE VILLAGE OF EVERGREEN PARK AND UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC FOR THE PROPERTY LOCATED AT 9558 SOUTH MAPLEWOOD, 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 of Ground Lease Dated May 4, 2009 with the Village of Evergreen Park and United States Cellular Operating Company of Chicago, LLC, at the property located at 9558 South Maplewood, 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. The Village Attorney is hereby authorized to negotiate the final terms of the agreement.

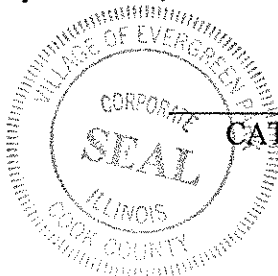
**Section 2**

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of the State of Illinois or any parts thereof which are in conflict with the provisions of this ordinance are hereby superseded by this ordinance enacted under the home rule power of the Village of Evergreen Park.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 3<sup>rd</sup> day of March, 2012.



*Catherine T. Aparo*  
\_\_\_\_\_  
CATHERINE T. APARO, Village Clerk

APPROVED by me this 3<sup>rd</sup>  
day of March, 2014.

*James J. Sexton*  
\_\_\_\_\_  
JAMES J. SEXTON, Mayor

**FIRST AMENDMENT OF GROUND LEASE DATED MAY 4<sup>th</sup>, 2009**

This First Amendment ("First Amendment"), made this 3<sup>rd</sup> day of March, 2014, modifies that certain Ground Lease (the "Lease") dated May 4, 2009 between Village of Evergreen Park, an Illinois municipal corporation, "Landlord" and United States Cellular Operating Company of Chicago, LLC, a Delaware limited liability company "Tenant."

WHEREAS, Landlord and Tenant entered into that certain Ground Lease dated May 4, 2009, whereby Landlord leased to Tenant certain premises described therein, together with any and all other space currently utilized by Tenant (the "Premises"), that are a portion of the property located at 9558 South Maplewood, located in the Village of Evergreen Park, County of Cook, State of Illinois (the "Landlord's Parcel"); and

WHEREAS, Tenant has sold its wireless spectrum to Sprint Spectrum L.P., and Tenant no longer operates on FCC licensed frequencies within the Chicago MSA, including the Village of Evergreen Park; and

WHEREAS, Sprint Spectrum L.P. desires to utilize Tenant's Improvements for the purpose of operating a wireless communications facility on Landlord's Parcel; and

NOW, THEREFORE, in consideration of the terms of the Agreement and this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

I. Paragraph 17. Subleasing is hereby deleted in its entirety and replaced with:

17. Subleasing. Tenant shall have the unreserved and unqualified right to sublet or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent provided that any future sub-tenant (sub-lessee) of the tower enter into a separate ground lease agreement with the Landlord.

Notwithstanding the foregoing Tenant shall have the right to sublet or license all or any portion of Tenant's Improvements, including but not limited to the Tower, along with rights for ingress, egress, or the placement of lines across the Premises to Sprint Spectrum L.P. without Landlord's consent or the need for Sprint Spectrum L.P. to enter into a separate agreement with the Landlord.

II All capitalized terms used herein that are not defined in this First Amendment shall have the meaning ascribed to them in the Lease.

II. Except as amended herein, all other terms of the Lease remain unchanged and in full force and effect.

[END OF DOCUMENT - SIGNATURE PAGE FOLLOWS]

Site Name: Evergreen Park East

Site Number: 8831619

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the last signature date below.

LANDLORD:

TENANT:

Village of Evergreen Park

United States Cellular Operating Company of  
Chicago, LLC

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

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

Printed: James J. Sexton

Printed: \_\_\_\_\_

Title: Mayor

Title: Vice President

Date: March 3, 2014

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

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that James J. Sexton, Mayor, for the Village of Evergreen Park, Illinois, known to me to be the same person whose name is subscribed to the foregoing First Amendment, appeared before me this day in person and (severally) acknowledged that he signed the said Lease as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 3<sup>rd</sup> day of March, 2014.

\_\_\_\_\_  
Notary Public

My commission expires: 9/14/2017

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, Vice President, for United States Cellular Operating Company of Chicago, LLC, a Delaware limited liability, known to me to be the same person whose name is subscribed to the foregoing First Amendment, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

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