ORDINANCE NO. 11-2015

AN ORDINANCE OF THE VILLAGE OF EVERGREEN PARK APPROVING A SECOND AMENDMENT TO PCS SITE AGREEMENT BETWEEN THE VILLAGE OF EVERGREEN PARK AND STC TWO LLC FOR THE PROPERTY LOCATED AT 2700 WEST 98TH PLACE, 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 Second Amendment of PCS Site Agreement between the Village of Evergreen Park and STC Two LLC for the property located at 2700 West 98th Place, Evergreen Park, Illinois, in substantially the form attached hereto, is hereby approved for and on behalf of the Village. The Mayor and Village Clerk are 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of the State of Illinois or any parts thereof which are in conflict with the provisions of this ordinance are hereby superseded by this ordinance enacted under the home rule power of the Village of Evergreen Park.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 1st day of June, 2015.

CĂTHERINE T. APARO, Village Clerk

APPROVED by me this 1st day of June, 2015.

JAMES J. SEXTON, Mayor

Site Name: Evergreen Pk. Fire Station BUN 875484

SECOND AMENDMENT TO PCS SITE AGREEMENT

This Second Amendment to PCS Site Agreement (the "Second Amendment") is made and entered into as of the _____ day of ______, 2015, by and between STC Two LLC, a Delaware limited liability company, by Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney-in-Fact, the successor-in-interest to Sprintcom, Inc. (the "Tenant") and Village of Evergreen Park, an Illinois municipal corporation (the "Owner").

RECITALS

WHEREAS, Owner and Tenant are the current parties to that certain PCS Site Agreement dated May 11, 1998 as amended by that certain First Amendment to PCS Site Agreement dated November 16, 2009 (collectively the "Agreement");

WHEREAS, Owner is the fee owner of the real property commonly known as 2700 W. 98th Place, Evergreen Park, Cook County, Illinois, (the "Parent Parcel") described in Exhibit "A" attached hereto, a portion of which (the "Lease Site") is leased to Tenant together with access and utility easements under and pursuant to the Agreement; and

WHEREAS, Tenant and Owner desire to amend the Agreement on the terms and conditions contained herein to grant Tenant additional land to facilitate the collocation of a third party (the "Sublessee") in the Amended Lease Area (defined below), and Owner hereby consents to the subleasing to and the collocation of the Sublessee.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration outlined herein, the receipt and sufficiency of which is hereby acknowledged, the Owner and Tenant hereby agree as follows:

- 1. <u>Ratification</u>. The Recitals set forth above are true and correct and are incorporated herein by this reference. The Owner and Tenant hereby covenant, acknowledge, ratify, and confirm, each party's interest in and to the Agreement, that the Agreement is in full force and effect, that there are no existing defaults pursuant to the terms of the Agreement, and that each has full right and authority to execute this instrument. To the extent this Second Amendment conflicts with the terms of the Agreement, the terms of this Second Amendment shall prevail. The terms and provisions of the Agreement are hereby restated and incorporated herein by this reference, amended only as more particularly described hereinafter.
- 2. <u>Amended Lease Site.</u> Owner represents and warrants that Owner is the fee simple owner of the Parent Parcel, and that Owner presently leases, pursuant to the Agreement, a portion of the Parent Parcel to Tenant which consists of the "Lease Site" described and depicted on the attached <u>Exhibit B-2</u>. Owner does hereby lease to Tenant, as additional land (the "Additional Land"), that certain approximately 410 square foot additional portion of the Parent

Parcel described and depicted as the "Proposed Lease Area Expansion" and grants to Tenant that certain portion of the Parent Parcel described and depicted as the "Access and Utility Easement Expansion" on the attached Exhibit B-2, which such Additional Land shall be deemed a part of and incorporated into the Lease Site, and shall be served by, and the beneficiary of, all access and utility easements set forth in the Agreement and as further described herein (together, the Lease Site and the Additional Land shall be referred to as the "Amended Lease Area"). All of the terms and conditions set forth in the Agreement with regard to the Lease Site shall apply to the Amended Lease Area as well, unless otherwise set forth in this Second Amendment. Exhibit B-2 attached hereto shall be deemed to supplement any and all exhibits set forth in the Agreement identifying the Lease Site, so that same are deemed to describe the Amended Lease Area.

- 3. <u>Easements.</u> Owner acknowledges and agrees that Sublessee, as well as any other sublessees and/or assigns of Tenant, shall have all of the rights and interests of Tenant with regard to the use and enjoyment of any and all access and utility easements provided for in the Agreement, as same are amended and further described herein, including, but not limited to the (i) "Access and Utility Easement" described and depicted on <u>Exhibit B-2</u> attached hereto, and (ii) "Access and Utility Easement Expansion" described and depicted on <u>Exhibit B-2</u> attached hereto (collectively, the "<u>Easements</u>"), and that such Easements shall be further deemed for the benefit of the Amended Lease Area, and shall run with the land, be binding upon the successors and assigns of Owner and the terms of such Easements shall coincide with the term of the Agreement.
- Rent Change. The existing amount of rent payable to Owner from Tenant for the Existing Lease Area is Two Thousand Two Hundred Eighty-One Dollars and 31/100 (\$2,281.31) per month (the "Existing Rent"), the payment of which remains subject to the terms and conditions set forth in the Agreement, as applicable. As of the Effective Date (as defined below), the amount of monthly rent payable to Owner from Tenant related to the Additional Land shall be One Thousand Eight Hundred Forty-Six Dollars and 80/100 (\$1,846.80) (the "Additional Rent") per month. Therefore, as of the Effective Date, the total monthly rent payable to Owner from Tenant for the Amended Lease Area shall equal the Existing Rent plus the Additional Rent, which such amount shall be Four Thousand One Hundred Twenty-Eight Dollars and 11/100 (\$4,128.11) (the "Amended Rent") per month. Beginning on the Effective Date, the Additional Rent shall be due and payable in advance on a monthly basis on the same day that the Existing Rent is currently being paid. In addition, the Amended Rent shall escalate at the same time and in the same manner as provided in the Agreement.
- 5. <u>Effective Date</u>. The Additional Rent set forth above shall commence and become payable as described in Section 4 above on the first day of the month following commencement of construction on the Additional Land (the "<u>Effective Date</u>"). The obligations of Tenant under and pursuant to this Second Amendment are conditioned upon the full execution, commencement and continued effectiveness of an agreement by and between Tenant and Sublessee. Tenant shall provide Owner with written notice of termination of the Sublease, as applicable, pursuant to the terms of the Agreement, and Additional Rent shall cease to accrue on and after such termination. Tenant shall be entitled to a refund of all prepaid Additional Rent.

- 6. <u>Permitting</u>. Owner shall cooperate with Tenant with regard to any necessary applications, documents or materials as may be required or requested by Tenant to obtain building, permitting, zoning or land-use permits or other approvals from all appropriate local, state and/or federal agencies.
- 7. <u>Notices</u>. The parties hereby agree and acknowledge that all notices to Tenant provided pursuant to the Agreement shall be revised as follows:

If to Tenant:

Global Signal Acquisitions III LLC c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel Attn: Real Estate Department 2000 Corporate Drive Canonsburg, PA 15317

- 8. <u>Miscellaneous</u>. The Agreement, as altered and modified as set forth herein, shall remain in full force and effect and is hereby ratified and confirmed. Capitalized terms not defined herein shall have the meaning set forth in the Agreement. Nothing herein shall represent a waiver of any term, condition or covenant of the Agreement, nor preclude either party from requiring strict performance with the terms and conditions of the Agreement at any time in the future.
- 9. <u>Counterparts; Memorandum</u>. This Second Amendment may be executed in counterparts, each of which shall constitute an original instrument. Upon execution of this Second Amendment, the parties shall immediately execute a memorandum of this Second Amendment (or a memorandum of the Agreement, as modified hereby) which instrument may be placed of record.
- 10. Representations, Warranties and Covenants of Owner. Owner represents and warrants to Tenant that the individuals executing this Second Amendment on behalf of Owner is authorized to do so and has full power to bind Owner, and that any authorizations or approvals required for such execution, whether of Owner or any third-party, have been properly obtained.
- 11. <u>Temporary Construction Easements</u>. Landlord grants to Tenant temporary construction easements over such portions of Landlord's property as are deemed reasonably necessary by Tenant for the purpose of constructing improvements and the installation of future subtenants on the Lease Site (including any additional land and/or lease area).

[SIGNATURES ON NEXT PAGE FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have executed this SECOND AMENDMENT TO PCS SITE AGREEMENT as of the day and year first above written.

TENANT:
STC Two LLC, a Delaware limited liability company
By: Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney-in-Fact, the successor-in-interest to Sprintcom, Inc.
Ву:
Name:
Title:
Dated:

OWNER:
VILLAGE OF EVERGREEN PARK, an Illinois municipal corporation
By:
James J. Sexton, Mayor
Dated: June 1, 2015
Ву:
Catherine T. Aparo, Village Clerk
Dated: June 1, 2015

EXHIBIT A

Legal Description

The land referred to herein below is situated in the County of Cook, State of Illinois, and is described as follows:

Lot Three hundred forty-five in Frank DeLugach Bevorly Vista, being a Subdivision in the North East Quarter of the Section Twelve, Township Thirty-seven North, Range Thirteen, East of the Third Principal Meridian;

And

Lot Three hundred forty-four (344) in Frank De Lugach Bevorly being a Subdivision in the North East Quarter of Section Twelve (12), Township Thirty-seven (37) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

Parcel ID #24-12-223-040 & 24-12-223-041

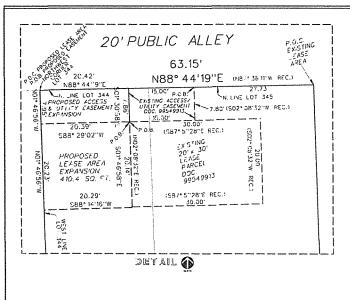
This being the same property conveyed to Village of Evergreen Park, Municipal Corporation from Pullman Trust & Savings Bank, a Corporation of Illinois, as Trustee under a provisions of a deed or deeds in trust, duly recorded and delivered to said Bank in Pursuance of a Trust Agreement dated the 9th day of June 1950, and known as Trust Number 4023 in a deed dated October 25, 1954 and recorded November 25, 1954 in Book 51292 Page 288.

This also being the same property conveyed to Village of Evergreen Park, a Municipal Corporation from Beverly Norths Fireman's Association, in a deed, dated October 4, 1954 and recorded November 8, 1954 as Book 51274 page 429.

Property Commonly Known As: 2700 West 98th Place Evergreen Park, IL 60805

EXHIBIT B-2

(See attached Survey and Legal Descriptions)



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- ♥ FLARED END SECTION
- FIRE HYDRANI

- UTESTY POLE
- OVERHEAD WIRES

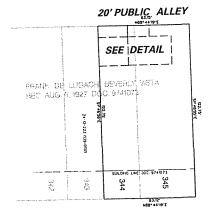
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GENERAL NOTES:

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98th PLACE



VICINITY MAP (EVERGREEN PARK, IL)



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- 6. PARENT PARCEL LEGAL DESCRIPTION POR 141 TITLE COMMITTER.
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GEOGRAPHIC COORDINATES OF EXISTING TOWER

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LONGITUDE(NAD83)	87° 41'22.17"W
LATITUDE(NAD27)	41°42'53.44"N
LONGITUDE(NAD27)	87*41'21.99"W
GROUND ELEVATION	642
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B. ANTENNA	719
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CROWN CASTLE



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Surveying Ltd.

SITE NAME: EVERGREEN PARK

SETE LOCATIONS 2700 * 92T-1 PLACE EVERGREEN SARK, ILLINOIS

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BOUNDARY SURVEY

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