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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION**

**NO.2022-R-036**

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**A RESOLUTION APPROVING A FOURTH AMENDMENT TO THE PCS SITE  
AGREEMENT WITH STC TWO, LLC  
(7850 WEST 183<sup>RD</sup> STREET, TINLEY PARK, IL)**

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**MICHAEL W. GLOTZ, PRESIDENT  
NANCY O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEEN M. SULLIVAN  
Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys  
200 W. Adams, Suite 2125 Chicago, IL 60606

**VILLAGE OF TINLEY PARK**  
Cook County, Illinois  
Will County, Illinois

**RESOLUTION NO. 2022-R-036**

**A RESOLUTION APPROVING A FOURTH AMENDMENT TO THE PCS SITE  
AGREEMENT WITH STC TWO, LLC  
(7850 WEST 183<sup>RD</sup> STREET, TINLEY PARK, IL)**

**WHEREAS**, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

**WHEREAS**, the Village of Tinley Park (“Village”) has previously entered into a PCS Site Agreement (“Agreement”) with STC Two, LLC (“STC”) pertaining to the lease of property located at 7850 W. 183<sup>rd</sup> St., Tinley Park, IL, including access and utility easements within the Village; and

**WHEREAS**, the Village desires to approve a Fourth Amendment (“Amendment”), attached hereto as **Exhibit 1**, to said Agreement, which incorporates amendments to the terms and conditions; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to approve said Amendment with South Street pursuant to this Resolution; and

**NOW, THEREFORE, BE IT RESOLVED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

**SECTION 1:** The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**SECTION 2:** The President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Amendment be entered into with STC and that the Village President is hereby authorized to execute said Amendment on behalf of the Village, with said Amendment to be substantially in the form attached hereto and made a part hereof as **Exhibit 1**, subject to review and revision as to form by the Village Attorney.

**SECTION 3:** Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

**SECTION 4:** That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 3<sup>rd</sup> day of May, 2022.

AYES: Brady, Brennan, Galante, MAhoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED THIS 3<sup>rd</sup> day of May, 2022.

  
VILLAGE PRESIDENT

ATTEST:

  
VILLAGE CLERK

**2022-R-036**

**EXHIBIT 1**



Crown Castle  
8020 Katy Freeway  
Houston, TX 77024

Dear Landlord:

Please find the fully executed copies for your records.

If you have any questions, please feel free to contact the Landowner's Help Desk at 866-482-8890 or [LOHD@crowncastle.com](mailto:LOHD@crowncastle.com). Please refer to the Business Unit Number (BUN) provided on your Amendment when contacting the Landowner's Help Desk.

**FOURTH AMENDMENT TO  
PCS SITE AGREEMENT**

THIS FOURTH AMENDMENT TO PCS SITE AGREEMENT (the "Fourth Amendment") is made effective this 3rd day of May, 2022 ("Effective Date"), by and between VILLAGE OF TINLEY PARK, a municipal corporation (hereinafter referred to as "Landlord") and STC TWO LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions III LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

**RECITALS**

WHEREAS, Landlord and Sprintcom, Inc., a Kansas corporation ("Original Tenant") entered into a PCS Site Agreement dated April 27, 1998, a memorandum of which was recorded in the official records of Cook County, Illinois ("Official Records") on August 14, 1998 at Document No. 98720324 (the "Original Agreement"), whereby Original Tenant leased certain real property, together with access and utility easements, located in Cook County, Illinois from Landlord (the "Site"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, the Original Agreement was amended by that certain Amendment to PCS Site Agreement dated October 29, 2004 ("First Amendment"), by that certain Second Amendment to PCS Site Agreement dated September 20, 2011, a memorandum of which was recorded in the Official Records on October 13, 2011 at Document No. 1128622067 ("Second Amendment"), and by that certain Third Amendment to PCS Site Agreement dated March 21, 2017 ("Third Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement"); and

WHEREAS, STC Two LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant; and

WHEREAS, the Agreement had an initial term that commenced on April 27, 1998 and expired on April 26, 2003. The Agreement, as amended, provides for ten (10) extensions of five (5) years each, four (4) of which were exercised by Tenant. According to the Agreement, the final extension expires on April 26, 2053; and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. All references in the Agreement to the capitalized term "SprintCom" shall be replaced with "Tenant". All references in the Agreement to the capitalized term "Owner" shall be replaced with "Landlord".

2. Consent to Modifications. In accordance with Section 7 of the Original Agreement, Landlord consents to the installation, maintenance and replacement of such improvements reasonably required by the Tenant to operate on the Site. Such installation, maintenance and replacement of improvements shall occur at a location generally depicted on Exhibit C and labeled as the “(Proposed) Sprint Platform Area”.

3. Expansion Option. Tenant shall have an irrevocable option (“Option”), exercisable at any time through the fifth (5<sup>th</sup>) anniversary of the Effective Date (“Option Period”), to lease up to a maximum of one hundred forty (140) square feet of real property adjacent to the existing Site at a location more particularly described on Exhibit A attached hereto and shown on the Site Plan attached hereto as Exhibit B (“Additional Lease Area”) on the same terms and conditions set forth in the Agreement. If Tenant elects to exercise the Option, Tenant shall pay a monthly amount equal to Four-Hundred Fifty and 00/100 Dollars (\$450.00) for the Additional Lease Area included in the exercise of the Option (“Additional Lease Area Rent”). The Additional Lease Area Rent shall be due and payable on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) full month following commencement of construction activities within the Additional Lease Area. Tenant may exercise the Option for the entire Additional Lease Area in a single exercise by providing written notice to Landlord at any time (a “Notice of Exercise”); provided, however, that following Tenant’s delivery of the Notice of Exercise to Landlord, Tenant may at any time prior to commencement of construction activities within the Additional Lease Area withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Tenant shall also have the right to record a Notice of Exercise, to be prepared on Tenant’s standard form, without Landlord’s signature to provide record notice of the exercise of the Option. The Additional Lease Area shall become part of the Site and subject to all terms and conditions of the Agreement, as it may have been amended, effective as of the date of the Notice of Exercise (the “Expansion Date”), whether or not the Notice of Exercise is recorded. Effective upon the Expansion Date, the Agreement shall automatically be amended to include the Additional Lease Area and Additional Lease Area Rent without the need for any further documentation. Commencing on the fifth (5<sup>th</sup>) anniversary of the Expansion Date, and every five (5) years thereafter, the Additional Lease Area Rent shall escalate by an amount equal to fifteen percent (15%) of the Additional Rent payable during the immediately preceding month. Landlord may terminate the Option upon prior written notice to Tenant, but only prior to exercise and only for reasons affecting the public health, safety, or welfare, as determined in the Landlord’s reasonable discretion.

4. Option Fee. As consideration for the Option, Tenant shall pay to Landlord an annual amount equal to One-Hundred and 00/100 Dollars (\$100.00) (the “Option Fee”). The first payment of the Option Fee shall be due and payable sixty (60) days after the Effective Date, and each subsequent payment shall be due within thirty (30) days of the anniversary of the Effective Date thereafter. If the Option is exercised or the Option Period expires, then Tenant shall no longer be obligated to pay an Option Fee.

5. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a) Landlord is duly authorized to and has the full power and authority to enter into this Fourth Amendment and to perform all of Landlord’s obligations under the Agreement as amended hereby.

b) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

d) Landlord acknowledges that the Site, as defined, shall include any portion of Landlord's Property on which communications facilities or other Tenant improvements exist on the date of this Fourth Amendment.

6. Notices. Tenant's notice address as stated in Section 6 of the Second Amendment is amended as follows:

If to Tenant:  
STC Two LLC  
c/o Crown Castle USA Inc.  
Attn: Legal - Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

7. Counterparts. This Fourth Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

8. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Fourth Amendment is hereby amended to be consistent.

9. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Fourth Amendment in the Official Records at any time following the execution of this Fourth Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without Landlord's signature in form and content substantially similar to the memorandum, to provide record notice of the terms of this Fourth Amendment.

[Signature pages follow]



Landlord and Tenant have caused this Fourth Amendment to be duly executed on the day and year first written above.

**LANDLORD:**  
VILLAGE OF TINLEY PARK, a municipal corporation

By: Michael W. Glotz  
Print Name: Michael W. Glotz  
Title: Village President

Landlord affirms that this Fourth Amendment was approved at a duly noticed public meeting held on May 3, 2022

[Tenant Execution Page Follows]

This Fourth Amendment is executed by Tenant as of the date first written above.

**TENANT:**

STC TWO LLC, a Delaware limited liability company

By: Global Signal Acquisitions III LLC, a Delaware limited liability company

Its: Attorney In Fact

By: 

Print Name: Lisa Sedgwick

Title: Manager RE Transactions

**Exhibit A**  
**(Legal Description of Additional Lease Area)**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88°40'01" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1269.04 FEET; THENCE NORTH 1°19'59" WEST, 378.21 FEET; THENCE SOUTH 89°27'21" WEST, 23.40 FEET; THENCE NORTH 0°33'34" WEST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°33'34" WEST, 6.00 FEET; THENCE NORTH 89°27'21" EAST, 23.40 FEET; THENCE SOUTH 0°33'34" EAST, 6.00 FEET; THENCE SOUTH 89°27'21" WEST, 23.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 140 SQUARE FEET (0.003 ACRES), MORE OR LESS.

**Exhibit B  
(Site Plan)**

# TOWER SURVEY

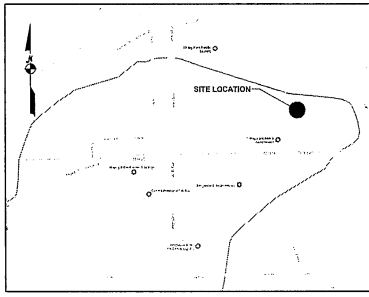
## 875649

TINLEY PARK POLICE DEPT  
 7850 W 183RD ST  
 TINLEY PARK, IL 60477  
 COOK COUNTY

### LEGEND

Additional Land	IP / Rebar Menu	Transformer (Aerial)
Building	IP / Rebar Menu - Round	Transformer Pad
Asphalt Pavement	Cased Menu	Catch Basin
Contour - Major	Cased Menu - Round	Inlet
Contour - Minor	Traverse Point	Culvert
Easement	Survey Point	Utility Vault
Guiderail	Gravel	Manhole
Junction Line	Dirt	Handhole
Property Line	Concrete	Post box
Property Tie	Retaining Wall	Pedestal
Parent Property	Stairs	Riser
Tower Easement	Door / Gate	Meter
Right of Way	Double Door / Gate	Valve
Setback	Gate - Sliding	Cleanout
Treeline	Signs	Junction Box
Wetland	Mailbox	Pump Station
Railroad Tracks	Column	Utility Box
Centerline	Utility Pole	Controller
Road Centerline	Guyed Pole	HVAC
Stream	Pole	Generator
Stream (Directional)	Ballard	
Ditch	Fire Hydrant	
Channel	Flag Pole	
Fence	Shrub	
Cable UG	Tree - Palm	
Combined Sewer	Tree - Coniferous	
Cable TV & Elec	Tree - Deciduous	
Cable TV & Elec UG	Metal Platform	
Cable, Elec, & Tele	Fuel Tanks	
Cable, Elec, & Tele UG	Traffic Signal Controller	
Electric		
Electric UG		
Fiber		
Fiber UG		
Gas		
Sewer		
Sewer UG		
Telephone		
Telephone UG		
Unknown Utility		
Water		
Topo - High Point		
Topo - Low Point		
Breakline		
Match line		
Property Tie		

### VICINITY MAP



### CONTENTS

COVER SHEET
PROPERTY OVERVIEW
EASEMENT OVERVIEW
SITE OVERVIEW
LEGAL DESCRIPTIONS

### SURVEY PROCEDURES & EQUIPMENT

The Accuracy Of This Survey Meets Or Exceeds The Minimum Standards As Required By Illinois.  
 Instruments Used:  
 • Trimble R10 GPS Rover on VRS Network  
 • Trimble S6 Robotic Total Station

### AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL		34±
TOWER LEASE	912	0.021
EXISTING TOWER AREA	772	0.018
OPTION AREA	140	0.003
ACCESS & UTILITY EASEMENT	7,174	0.165
UTILITY EASEMENT	2,925	0.067

### ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY

**SURVEY PERFORMED FOR:**  
  
 1500 Corporate Drive  
 Chambersburg, PA 15317

**SURVEY COORDINATED BY:**  
 GEOLINE SURVEYING, INC.  
 13450 NW 10th Terrace, Suite A, Alachua, FL 32815  
 Tel: (386) 418-0200 | Fax: (386) 462-0285

**SURVEY PERFORMED BY:**  
 MeritCorp Group, LLC  
 4322 Meridian Park, Ste 112, Aurora, IL 60505  
 Tel: 630-664-6656 | Fax: 630-228-0368 | Lic. No. 184-005860

**DRAWN BY:** [CHK BY: JSS] [JOB NO: M21001]

**SURVEYOR'S CERTIFICATION:**  
 I hereby certify to Illinois Signal Acquisitions III LLC, Crown Castle USA Inc., including its parents, subsidiaries and affiliated entities, and Western Land Title Insurance Company.  
 SURVEYOR NAME: JOSEPH D. SPINAZOLA

**ZONING:**  
 "DR" COMMERCIAL

**FLOOD NOTE:**  
 ZONE "V" PER MAP NO 17031C07164, EFF. ON 08-19-2008

**BEARING BASIS:**  
 OLD NORTH - IL EAST ZONE, STATE PLANE COORDINATE SYSTEM, NAD83.

**NOTES:**  
 1. SURVEY PERFORMED ON 11/07/2021.  
 2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM NAD83, WITH NAD83 VERTICAL DATUM.  
 3. GPS LOGS, USED.  
 4. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREIN ARE LIMITED TO AND ARE PER DESCRIBED EVIDENCE ONLY.  
 5. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE NOTED HEREON.  
 6. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.  
 7. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.  
 8. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

REV. DATE	DESCRIPTION	DRWN
1 12/03/22	ADJUSTED OPTION AREA	JSS

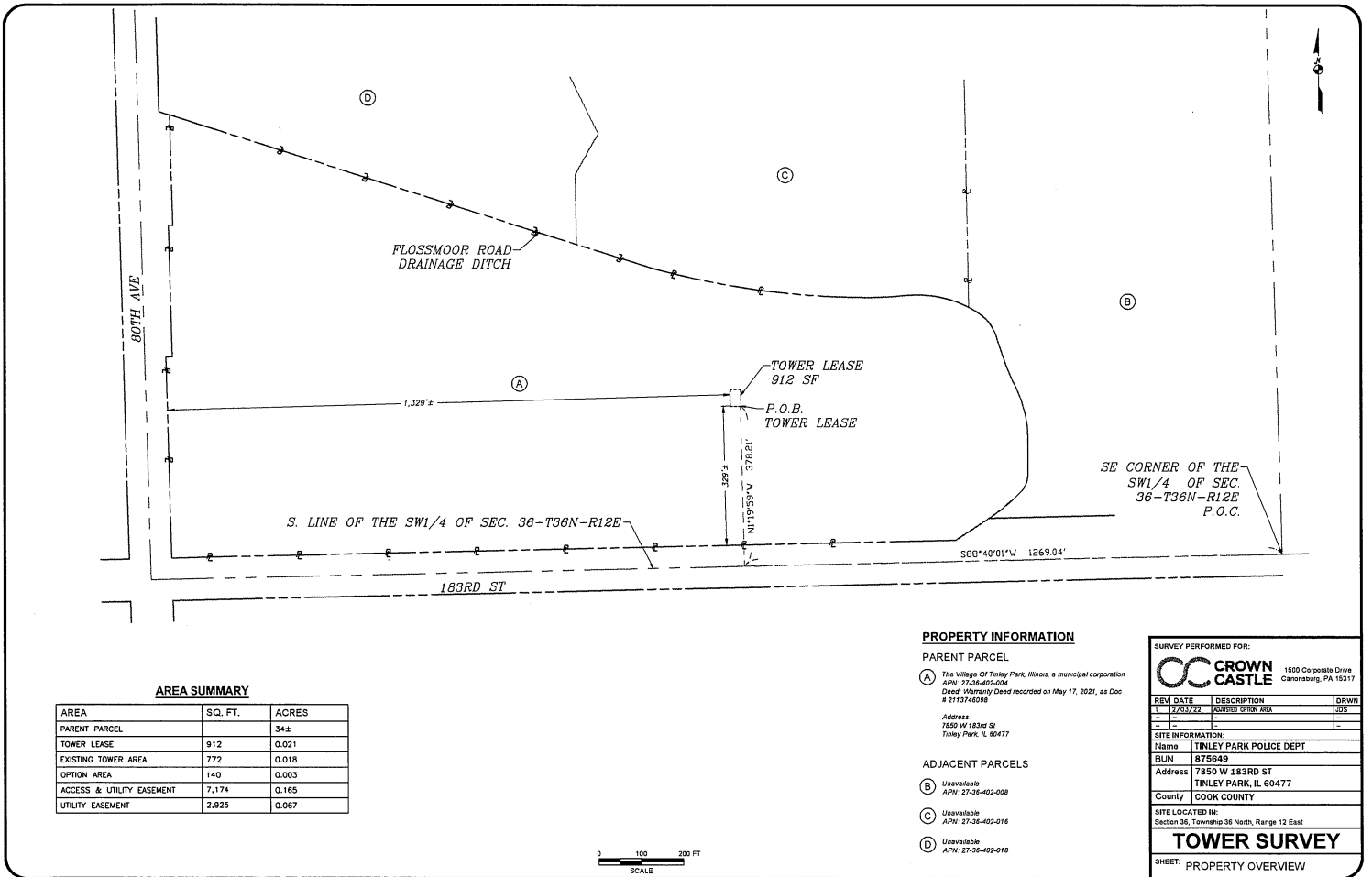
**SITE INFORMATION:**  
 Name: TINLEY PARK POLICE DEPT  
 BLN: 875649  
 Address: 7850 W 183RD ST  
 TINLEY PARK, IL 60477  
 County: COOK COUNTY

**SITE LOCATED IN:**  
 Section 36, Township 36 North, Range 12 East

**TOWER SURVEY**

**SHEET:** COVER SHEET

DATE PLOTTED: 01/10/2023 10:04:00 AM



**AREA SUMMARY**

AREA	SQ. FT.	ACRES
PARENT PARCEL	34±	
TOWER LEASE	912	0.021
EXISTING TOWER AREA	772	0.018
OPTION AREA	140	0.003
ACCESS & UTILITY EASEMENT	7,174	0.165
UTILITY EASEMENT	2,925	0.067

**PROPERTY INFORMATION**

**PARENT PARCEL**

(A) The Village Of Tinley Park, Illinois, a municipal corporation  
 APN: 27-26-402-004  
 Deed: Warranty Deed recorded on May 17, 2021, as Doc # 2113746098

Address  
 7850 W 183rd St  
 Tinley Park, IL 60477

**ADJACENT PARCELS**

- (B) Unavailable  
 APN: 27-26-402-009
- (C) Unavailable  
 APN: 27-26-402-016
- (D) Unavailable  
 APN: 27-26-402-018

SURVEY PERFORMED FOR:

**CROWN CASTLE** 1500 Corporate Drive  
 Clarksburg, PA 15317

REV	DATE	DESCRIPTION	DRAWN
1	12/03/22	QUANTIFIED OPTION AREA	LDK
2	-	-	-
3	-	-	-

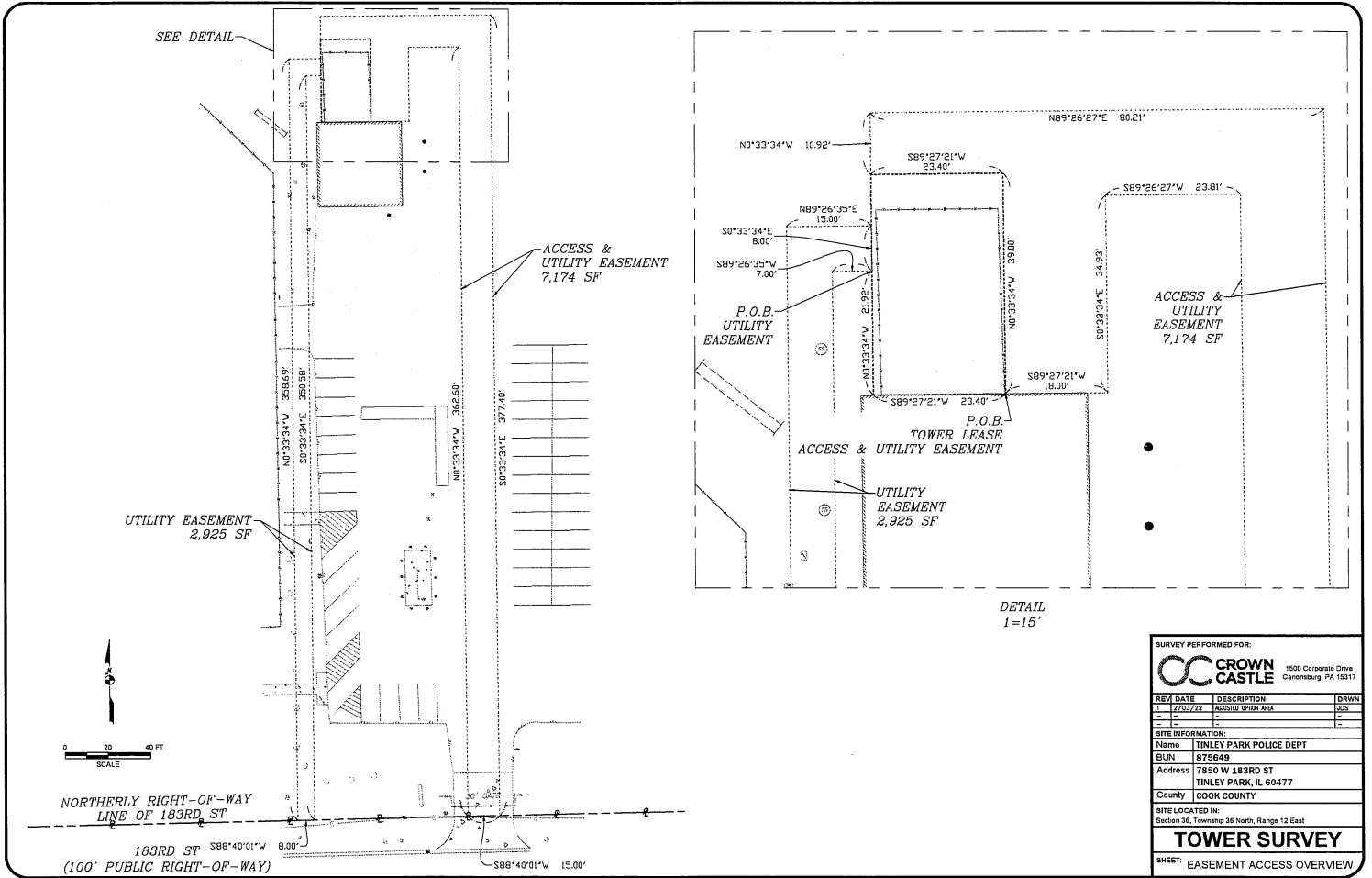
**SITE INFORMATION:**

Name: TINLEY PARK POLICE DEPT  
 BLN: 875649  
 Address: 7850 W 183RD ST  
 TINLEY PARK, IL 60477  
 County: COOK COUNTY

SITE LOCATED IN:  
 Section 36, Township 36 North, Range 12 East

**TOWER SURVEY**

SHEET: PROPERTY OVERVIEW



SURVEY PERFORMED FOR:

**CROWN CASTLE** 1500 Corporate Drive  
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	2/03/22	REVISION OF PLY AREA	JOB
2	-	-	-
3	-	-	-

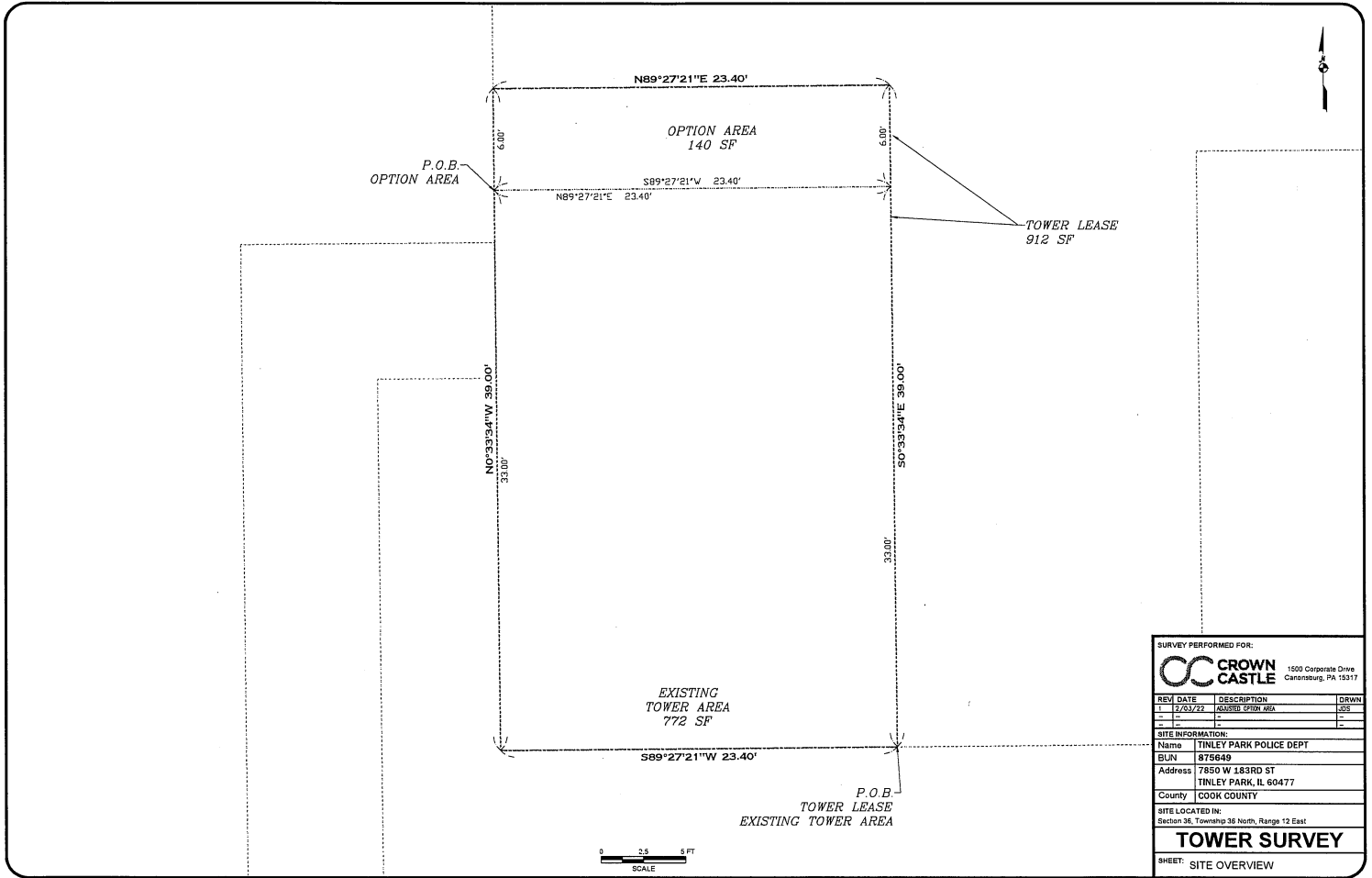
SITE INFORMATION:

Name	TINLEY PARK POLICE DEPT
BUN	875649
Address	7850 W 183RD ST
	TINLEY PARK, IL 60477
County	COOK COUNTY

SITE LOCATED IN:  
Section 36, Township 36 North, Range 12 East

**TOWER SURVEY**

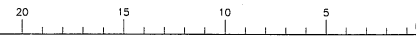
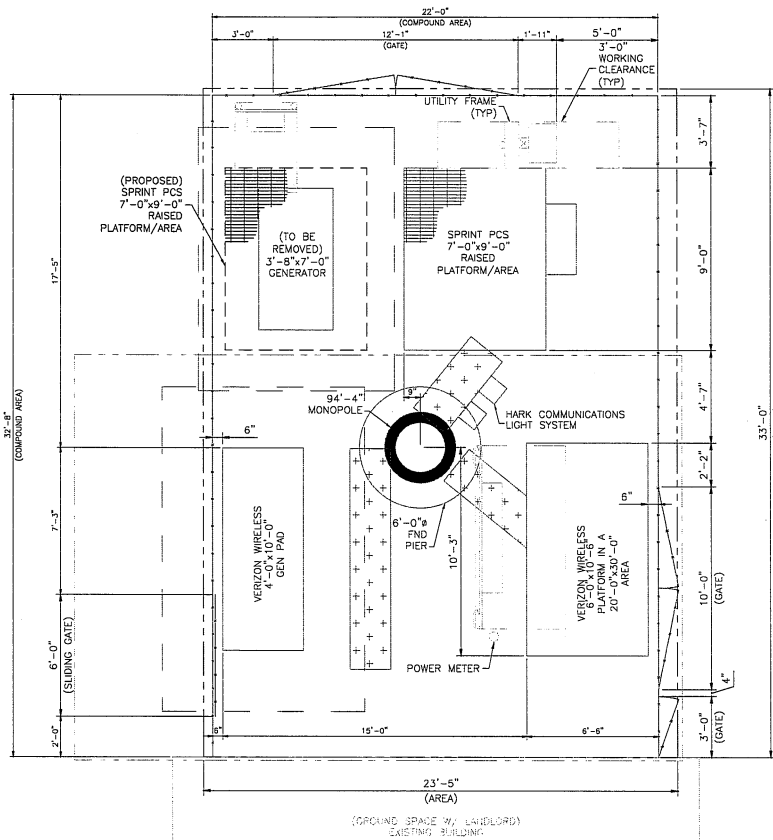
SHEET: EASEMENT ACCESS OVERVIEW



SURVEY PERFORMED FOR:		
		1500 Corporate Drive Chandlersburg, PA 15317
REV	DATE	DESCRIPTION
1	12/23/22	ADDITIONAL OPTION AREA
2		
3		
SITE INFORMATION:		
Name	TINLEY PARK POLICE DEPT	
BUN	875649	
Address	7850 W 183RD ST	
County	TINLEY PARK, IL 60477	
	COOK COUNTY	
SITE LOCATED IN:		
Section 36, Township 36 North, Range 12 East		
<b>TOWER SURVEY</b>		
SHEET: SITE OVERVIEW		



**Exhibit C  
(Modifications)**



Prepared by and upon  
recording return to:

Weiss Brown, PLLC  
6263 N. Scottsdale Rd.,  
Suite 340  
Scottsdale, AZ 85250

PIN: 27-36-402-004-0000

Above Space for Recorder's Use Only

MEMORANDUM OF FOURTH AMENDMENT TO  
PCS SITE AGREEMENT

This Memorandum of Fourth Amendment to PCS Site Agreement is made effective this 3rd day of May, 2022 by and between VILLAGE OF TINLEY PARK, a municipal corporation, with a mailing address of 16250 South Oak Park Avenue, Attn: Finance Department, Tinley Park, Illinois 60477 (hereinafter referred to as "Landlord") and STC TWO LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions III LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

1. The Village of Tinley Park ("Original Landlord") and Sprintcom, Inc., a Kansas corporation ("Original Tenant") entered into a PCS Site Agreement dated April 27, 1998, a memorandum of which was recorded in the official records of Cook County, Illinois ("Official Records") on August 14, 1998 at Document No. 98720324 (the "Original Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Cook County, Illinois from Landlord (the "Site"), all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's Property, of which the Site is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Agreement was amended by that certain Amendment to PCS Site Agreement dated October 29, 2004 ("First Amendment"), by that certain Second Amendment to PCS Site Agreement dated September 20, 2011, a memorandum of which was recorded in the Official Records on October 13, 2011 at Document No. 1128622067 ("Second Amendment"), and by that certain Third Amendment to PCS Site Agreement dated March 21, 2017 ("Third Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement").

3. STC Two LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant.

4. The Agreement had an initial term that commenced on April 27, 1998 and expired on April 26, 2003. The Agreement, as amended, provides for ten (10) extensions of five (5) years each, four (4) of which were exercised by Tenant (each extension is referred to as a "Renewal Term"). According to the Agreement, the final Renewal Term expires April 26, 2053.

5. Landlord and Tenant have entered into a Fourth Amendment to PCS Site Agreement (the "Fourth Amendment"), of which this is a Memorandum.

6. By the Fourth Amendment, Landlord granted to Tenant the option to expand the Site by up to an additional one hundred forty (140) square feet adjacent to the Site. Additional details of the foregoing expansion are set forth in the Fourth Amendment.

7. If requested by Tenant, Lessor will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Lessor hereby appoints Tenant as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

8. The terms, covenants and provisions of the Fourth Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the Fourth Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:  
VILLAGE OF TINLEY PARK, a municipal corporation

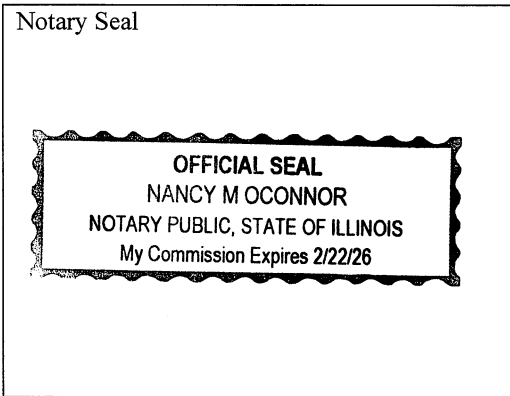
By: Michael W. Glotz  
Print Name: Michael W. Glotz

Title: Village President

STATE OF Illinois )  
 )ss.  
COUNTY OF Cook )

On this 3rd day of May 2022, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Michael W Glotz, the Village President of VILLAGE OF TINLEY PARK, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Fourth Amendment to PCS Site Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Nancy M OConnor  
(Signature of Notary)

My Commission Expires: 2/22/26

**TENANT:**

STC TWO LLC, a Delaware limited liability company

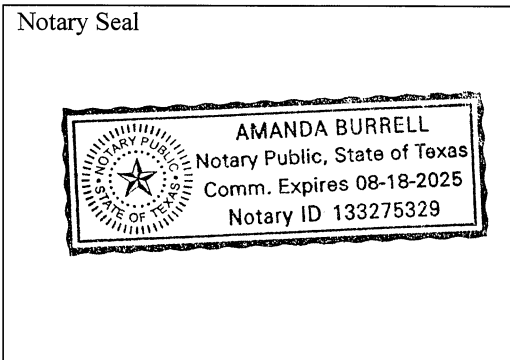
By: Global Signal Acquisitions III LLC, a Delaware limited liability company  
Its: Attorney In Fact

By: *Lisa Sedgwick*  
Print Name: Lisa Sedgwick  
Title: Manager RE Transactions

STATE OF Texas )  
COUNTY OF Harris )ss.  
)

On this 31 day of May 2022, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Lisa Sedgwick, the Manager RE Transactions of GLOBAL SIGNAL ACQUISITIONS III LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Fourth Amendment to PCS Site Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



*Amanda Burrell*  
(Signature of Notary)

My Commission Expires: 08/18/2025

**EXHIBIT A**  
**(Legal Description of Landlord's Property)**

A 35.4 acre (more or less) tract of land described as: that part of the West ½ of the South West ¼ of Section 36, Township 16 North, Range 12, East of the Third Principal Meridian lying South of the center line of the North branch of the Flossmoor Park drainage ditch (excepting from the above described tract of land the West 50 feet and the South 60 feet to be retained for highway purposes). Also: that part of the South 46 acres of the East of the South West ¼ of Section 36, township 36 North, Range 11 East of the third Principal Meridian, lying South and West of the center line of the North branch of the Flossmoor Road drainage ditch, excepting from the above described tract of land the South 50 feet to be retained for highway purposes);

Less and except the property conveyed to the County of Cook from The Village of Tinley Park, a municipal corporation, in a deed dated March 16, 2021 and recorded May 17, 2021, in Instrument No. 2113746098, Cook County, Illinois, as further described as follows:

That part of the west half of the Southwest Quarter of Section 36, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment) with a combined scale factor of 0.9999641157 described as follows:

Beginning at the intersection of the east right of way line of 80th Avenue with the north right of way line of 183rd Street, per Document No. 94114564, said east right of way line being 50.0 feet East of, as Measured perpendicular to, the west line of said Southwest Quarter, and the north right of way line of 183rd Street being 50.0 feet North of, as measured perpendicular to, the south line, of said Southwest Quarter; thence North 01 degree 37 minutes 58 seconds West, on said east right of way line, 447.99 feet to the north line of the South 498.00 feet of said Southwest Quarter, thence North 88 degrees 39 minutes 56 seconds East, on said north line, 15.00 feet to the east line of the West 65.00 feet of said Southwest Quarter; thence South 01 degree 37 minutes 58 seconds East, on said east line, 299.27 feet; thence North 88 degrees 39 minutes 56 seconds East, parallel with the south line of said Southwest Quarter, 4.0 feet to the east line of the West 69.00 feet of said Southwest Quarter; thence South 01 degree 37 minutes 58 seconds East, on said east line, 24.29 feet to a point of curvature; thence Southeasterly, on a 110.00 foot radius curve, concave Northeasterly, 172.21 feet, the chord of said curve bears South 46 degrees 29 minutes 00 seconds East, 155.16 feet to the north line of the South 65.00 feet of said Southwest Quarter, and to a point of tangency; thence North 88 degrees 39 minutes 56 seconds East, on said north line, 664.41 feet; thence South 01 degree 20 minutes 04 seconds East, perpendicular to the last described line, 15.00 feet to the north right of way line of 183rd Street, per Document No. 94114564; thence South 88 degrees 39 minutes 56 seconds West, on said north right of way line, 792.76 feet to the Point of Beginning.

Said parcel containing 0.493 acre, more or less, of which 0.005 acre (200 square feet), more or less, has been previously dedicated or used for public highway purposes.

Tax Parcel Nos. 27-36-402-004-0000

Common Address: 7850 W. 183<sup>rd</sup> Street, Tinley Park, Illinois 60477

STATE OF ILLINOIS        )  
COUNTY OF COOK         )       SS  
COUNTY OF WILL         )

CERTIFICATE

I, NANCY O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-036, “A RESOLUTION APPROVING A FOURTH AMENDMENT TO THE PCS SITE AGREEMENT WITH STC TWO, LLC (7850 WEST 183RD STREET, TINLEY PARK, IL),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 3<sup>rd</sup> day of May, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3<sup>rd</sup> day of May, 2022.

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VILLAGE CLERK





## CONTRACT AND DOCUMENT APPROVAL CHECKLIST

Ordinance/Resolution No: \_\_\_\_\_

Exhibits Attached: Yes \_\_\_\_\_ No \_\_\_\_\_

Contracting Party/Vendor: \_\_\_\_\_

Contract Contact Info: \_\_\_\_\_

Bid Opening Date (If applicable): \_\_\_\_\_

Mylar (Rcvd by Clerk's Office): Y / N - Date Sent for Recording: \_\_\_\_\_ Date Recorded: \_\_\_\_\_

Certificates of Insurance Received: Yes \_\_\_\_\_ No \_\_\_\_\_

Contract Expiration: Date: \_\_\_\_\_

Signature of Contracting Party received: Yes \_\_\_\_\_ Date: \_\_\_\_\_

Staff Review Date: \_\_\_\_\_ Approved Via: \_\_\_\_\_ By: \_\_\_\_\_

Attorney Review: Date: \_\_\_\_\_ Approved Via: \_\_\_\_\_ By: \_\_\_\_\_

Village Manager Review: Date: \_\_\_\_\_ Approved Via: \_\_\_\_\_ By: \_\_\_\_\_

Committee Review Date: \_\_\_\_\_ Committee Type: \_\_\_\_\_

Committee Approval Date: \_\_\_\_\_ Committee Type: \_\_\_\_\_

Village Board Meeting: Date: \_\_\_\_\_

Village Board Approval: Date: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

**Notes:**