

Prepared by and upon
recording return to:

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PIN: 19-06-401-007-0000
19-06-401-008-0000

Above Space for Recorder's Use Only

MEMORANDUM OF FOURTH AMENDMENT TO
SITE LEASE

This Memorandum of Fourth Amendment to Site Lease is made effective this 4th day of October, 2022 by and among VILLAGE OF STICKNEY, ILLINOIS, an Illinois municipality, with a mailing address of 6533 W. Pershing Road, Attn Village President, Stickney, IL 60402 (hereinafter referred to as "Owner" and sometimes "Original Landlord") and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

1. Owner and VoiceStream GSM I Operating Company, LLC ("Original Tenant") entered into a Site Lease dated August 27, 2003, a memorandum of which was recorded in the official records of Cook County, Illinois ("Official Records") on December 16, 2003 at Document No. 0335015017 (the "Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Cook County, Illinois from Original Landlord (the "Premises"), all located within certain real property owned by Original Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit B attached hereto.

2. The Original Lease was amended by that certain First Amendment to Site Lease dated December 10, 2010 ("First Amendment"), by that certain Second Amendment to Site Lease dated July 10, 2015, a memorandum of which was recorded in the Official Records on July 16, 2015 at Document No. 1519708557 ("Second Amendment"), and by that certain Third Amendment to Site Lease dated May 6, 2016, a memorandum of which was recorded in the

Official Records on August 1, 2016 at Document No. 1621455114 (“Third Amendment”) (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the “Lease”).

3. Md7 Capital Three, LLC was assigned certain rights and interests of Landlord under the Lease, as more fully set forth in the Assignment and Assumption of Lease recorded on January 19, 2011 at Document No. 1101933005 in the Official Records.

4. T-Mobile USA Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant.

5. The Lease had an initial term that commenced on November 1, 2003 and expired on October 31, 2008. The Lease, as amended, provides for multiple lease term extensions, with the final extension expiring on December 9, 2050.

6. Owner and Tenant have entered into a Fourth Amendment to Site Lease (the “Fourth Amendment”), of which this is a Memorandum, wherein the Premises was expanded by an additional area of three hundred (300) square feet. A metes and bounds description of the Premises, as expanded, is attached hereto as Exhibit A.

7. 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 Owner and Tenant.

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

9. A copy of the Fourth Amendment is on file with Owner and Tenant.

[Execution Pages Follow]

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

OWNER:
VILLAGE OF STICKNEY, ILLINOIS, an
Illinois municipality

By: _____

Print Name: _____

Title: _____

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

On this 4th day of October, 2022, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of VILLAGE OF STICKNEY, ILLINOIS, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Fourth Amendment to Site Lease, and in due form of law acknowledged that he/she is authorized on behalf of said municipality 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 municipality.

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.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

EXHIBIT A
(Legal Description of Premises, as expanded)

TOWER LEASE

THAT PART OF THE NORTH 380 FEET OF THE EAST 550 FEET OF LOT 20 IN NICKERSON'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1874 AS DOCUMENT 169789, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°28'50" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 249.10 FEET; THENCE SOUTH 1°31'10" EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°51'09" EAST, 15.00 FEET; THENCE NORTH 88°08'51" EAST, 20.00 FEET; THENCE SOUTH 1°51'09" EAST, 15.00 FEET; THENCE SOUTH 88°08'51" WEST, 40.00 FEET; THENCE NORTH 1°51'09" WEST, 3.75 FEET; THENCE SOUTH 88°08'51" WEST, 33.00 FEET; THENCE NORTH 1°51'09" WEST, 18.00 FEET; THENCE NORTH 88°08'51" EAST, 33.00 FEET; THENCE NORTH 1°51'09" WEST, 8.25 FEET; THENCE NORTH 88°08'51" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,494 SQUARE FEET (0.034 ACRES), MORE OR LESS.

ACCESS & UTILITY EASEMENT

THAT PART OF THE NORTH 380 FEET OF THE EAST 550 FEET OF LOT 20 IN NICKERSON'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1874 AS DOCUMENT 169789, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°28'50" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 249.10 FEET; THENCE SOUTH 1°31'10" EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°08'51" WEST, 20.00 FEET; THENCE SOUTH 1°51'09" EAST, 8.25 FEET; THENCE SOUTH 88°08'51" WEST, 33.00 FEET; THENCE NORTH 1°31'10" WEST, 18.56 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 43RD STREET; THENCE NORTH 88°28'50" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 52.95 FEET; THENCE SOUTH 1°31'10" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 810 SQUARE FEET (0.019 ACRES), MORE OR LESS.

EXHIBIT B
(Legal Description of Landlord's Property)

An interest in land, said interest being over a portion of the following described parent parcel:

Tract 1

The North 380.00 feet of the West 312.00 feet of the East 550.00 feet of Lot 20 in Nickerson's subdivision, being a subdivision of the East Half of Section 6, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Tract 2

The North 380.00 feet of the East 238.00 feet of Lot 20 in Nickerson's subdivision, being a subdivision of the East Half of Section 6, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel ID No.: 19064010080000 and 19064010070000
Common Address: 6419 W 43rd St., Berwyn, Illinois 60402

This being the same property conveyed to The Village of Stickney, Illinois, an Illinois municipal corporation, as to Tract 1, from Commonwealth Edison Company, an Illinois corporation in a Quitclaim Deed dated February 21, 2001 and recorded March 8, 2001 as Instrument No. 0010184506 in Cook County, Illinois.

This being the same property conveyed to The Village of Stickney, Illinois, an Illinois municipal corporation, as to Tract 2, from Commonwealth Edison Company, an Illinois corporation in a Quitclaim Deed dated February 21, 2001 and recorded March 8, 2001 as Instrument No. 0010184507 in Cook County, Illinois.