

UNOFFICIAL COPY

EXHIBIT B

April 99

Site Name Goose Island

PCS Site Agreement

Site I. D.CH01XC372-D

Memorandum of PCS Site Agreement

00508830

4534/0077 34 001 Page 1 of 8

2000-07-10 15:21:54

Cook County Recorder 67.50



00508830

Property of Cook County Clerk's Office

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated June 29, 2000, between _____ ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Owner leases to SprintCom a certain site ("Site") located at 3539 N Clark St., City of Chicago, County of Cook, State of Illinois, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 20____, which term is subject to four (4) additional five (5) year extension periods by SprintCom.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

"SprintCom"

By:

Nicholas H. Kafkis

Name: Nicholas H. Kafkis

Title: Owner

See Exhibit B1 for continuation of Owner signatures

Address: 3555 w. Howard St. Skokie, IL. 60076

Owner Initials _____

SprintCom Initials _____

SprintCom, Inc., a Kansas corporation

By:

James G. Meyers

Name: _____

DIRECTOR OF SITE DEVELOPMENT

Title: _____

Address: _____

9801 W. HIGGINS RD.

ROSEMONT, IL 60018

Attach Exhibit A - Site Description

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00508830

EXHIBIT A

April 99

Site Name Goose Island

PCS Site Agreement

Site I. D.CH01XC372-D

Site Description

Site situated in the City of Chicago, County of Cook, State of Illinois commonly described as follows: PLN. # 14-20-403-064-0000

Legal Description: EXCEPT (LOTS 8,9,10,11,AND12 (EXCEPT THAT PART LYING SOUTH OF A LINE 10 FEET NORTH OF AN PARALLEL TO THE SOUTH LINE OF SAID LOT 12) TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: (STARTING AT THE SOUTHWEST CORNER OF SAID TRACT THENCE WEST TO A POINT ON THE WEST LINE OF SAID TRACT BEING THE SOUTHWEST CORNER OF SAID TRACT THENCE NORTHWEST AT A 119.16 DEGREE ANGLE TO A POINT 52.00 FEET SOUTH OF THE NORTH LINE OF THE TRACT THENCE EAST FOR 107.40 FEET THENCE NORTH FOR 5.74 FEET THENCE EAST FOR 1.97 FEET THENCE NORTH FOR 42.12 FEET TO THE NORTH LINE OF SAID TRACT THENCE EAST TO A POINT BEING THE NORTHEAST CORNER OF SAID TRACT THENCE SOUTH TO THE POINT OF BEGINNING), IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 TO THE ASSESSOR'S DIVISION OF THE SOUTHEAST 1/4 OF SECTION 20 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.) LOTS 8,9,10,11,AND12 (EXCEPT THAT PART LYING SOUTH OF A LINE 10 FEET NORTH OF A PARALLEL TO THE SOUTH LINE OF SAID LOT 12) IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 TO THE ASSESSOR'S DIVISION OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Sketch of Site: SEE ATTACHED EXHIBIT A-1

Property of Cook County Clerk's Office

Owner Initials [Signature]

SprintCom Initials [Signature]

Note: Owner and SprintCom may, at SprintCom's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

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SPRINTCOM, INC. NOTARY BLOCK.

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 29th day of June, 2000, by
James G. Meyers DIRECTOR OF SITE DEVELOPMENT of

SprintCom, Inc., a Kansas corporation, who executed the foregoing instrument on behalf of such corporation.

Ofelia Moreno
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF Illinois



Ofelia Moreno
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF Illinois _____

COUNTY OF Cook _____

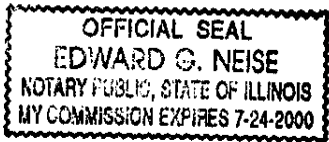
The foregoing instrument was acknowledged before me this 31st day of MAY, 2020.
 by _____, by _____, as _____
of _____, a _____ corporation, on behalf of the corporation,
by _____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)

[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF IL

My commission expires:

EDWARD NEISE
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____



STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.
 by _____, by _____, as _____
of _____, a _____ corporation, on behalf of the corporation,
by _____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

ADDENDUM 1

This Addendum is attached to and incorporated into that certain Agreement dated as of June 29, 2000, by and between **SprintCom, Inc.**, a Kansas corporation, as lessee ("SprintCom"), and **Nicholas H. Kafkis** _____ as Owner ("Owner"). In the event of conflict between the provision of the Agreement and any provision in this Addendum, the terms of the Addendum shall control.

1 DEMOLITION OF BUILDING/RELOCATION OF COMMUNICATIONS FACILITY- At any time after the five (5) year anniversary of the Commencement Date hereunder, Owner may elect to demolish the Building on which SprintCom's Site is located and to construct a new building in the same location as the former, onto which SprintCom shall be permitted, at SprintCom's expense, to transfer its antennae and equipment and to install and operate its Communications Facilities on a location on the rooftop of the new Building, and which location is technologically suitable and acceptable to SprintCom. Upon the transfer of SprintCom's Communications Facility to the new Building, this Agreement shall continued in full force and effect upon the same terms and conditions set forth herein.

Owner agrees to notify SprintCom, in writing, at least Two Hundred and Seventy (270) days in advance of the date on which demolition of the Building shall commence. SprintCom agrees to remove all of its personal property, antennae and equipment from the rooftop prior to the scheduled demotion date. Owner agrees to cooperate with SprintCom and to permit SprintCom to locate its Communications Facility on a temporary antennae array on a crane parked on Owner's Property near the Site or to permit SprintCom to temporarily locate its Communications Facilities on an alternate site on property owned by Owner in the immediate vicinity of the Building, during the period of demolition and construction (the "Temporary Relocation Period"). The temporary relocation shall be performed at SprintCom's expense and all terms and conditions of this Agreement shall remain in full effect during the Temporary Relocation Period, with the exception of the payment of Rent provisions. Payments of Rent under this Agreement shall abate during the Temporary Relocation Period. Rent shall resume when SprintCom has commenced operations of its Communications Facilities on the rooftop of the new building.

2. RENT- The Rent due under the Agreement for the first year shall be Eighteen Thousand Dollars (\$18,000.00) payable in quarterly installments of Four Thousand Five Hundred Dollars (\$4,500.00) ("Quarterly Payments"). Rent shall commence upon the earlier of one hundred eighty (180) days after execution of the agreement, or sixty (60) days after the receipt of all permits required to construct SprintCom's Site (the "Commencement Date") The first Quarterly Payment of Rent (the "Initial Payment") shall be payable within thirty (30) days of the Commencement Date, prorated as appropriate. Subsequent Quarterly Payments shall be payable on or before January 1, April 1, July 1, and October 1 of each year. In addition to the Quarterly Payments, SprintCom agrees to pay Five Percent (5%) of the real estate taxes levied on the Building ("Taxes"). Owner shall estimate the total amount of Taxes to be paid by SprintCom during each calendar year of the lease term, prorated for partial years, based upon the prior year's tax bill. SprintCom shall pay to Owner each quarter, at the same time as the Quarterly Payments, an amount equal to ¼ of Sprint's estimated portion of Taxes for such year. Within sixty (60) days after the end of each calendar year, Owner shall submit to SprintCom a statement of the actual amount of the tax bill for that year and the actual amount of SprintCom's obligation for Taxes hereunder and SprintCom shall pay any deficiency or Owner shall reimburse SprintCom for any overpayment within thirty (30) days after SprintCom's receipt of such statement. Notwithstanding the foregoing, SprintCom's annual contribution for Taxes hereunder shall not exceed and is limited to Ten Thousand Dollars (\$10,000.00) per any calendar year.

3. COMMITMENT DEPOSIT- Upon execution of this Agreement SprintCom shall provide Owner with a non-refundable commitment deposit ("Deposit") of One Thousand Dollars (\$1,000.00). The Deposit shall be applied to the Initial Payment. If however SprintCom terminates this Agreement prior to the commencement date, Owner shall

be entitled to retain the Deposit. Owner agrees that retention of the Deposit shall be the Owner's sole remedy for failure to commence the Agreement.

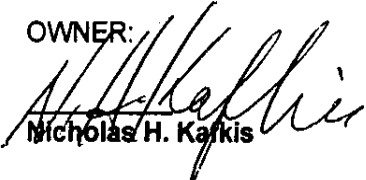
4. **RENTAL INCREASES-** The Rent due hereunder shall be increased on each anniversary of the Commencement Date to an amount equal to the amount of the monthly or annual installment of rent payable during the preceding year increased by an amount equal to the change in the CPI for the time period commencing on the first day of the month which is two calendar months prior to the Commencement Date and ending on the last day of the month which is two calendar months prior to the expiration of the then current term. "CPI" means the Consumer Price Index- U.S. City Averages for Urban Wage Earners and Clerical Workers (1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index if such index is discontinued). In no event will the amount of the quarterly installment of rent due under the foregoing Agreement following such adjustment be less than the amount of such installment during the preceding 12-month period.
5. **ASSIGNMENT-** This Agreement may be assigned or subleased by SprintCom at any time without the consent of the Owner to any of SprintCom's subsidiaries, affiliates, or successor legal entities, to any entity acquiring substantially all of the assets of SprintCom, or to any subsidiary or affiliate of Sprint Corporation. Any other assignment or sublease shall require the written approval of the Owner, such consent not to be unreasonably withheld, delayed or conditioned.
6. **ATTORNEY'S FEES-** SprintCom agrees to pay five percent (5%) of all legal fees, costs, and related expenses, incurred by Owner, and generated in an effort to reduce the real estate taxes assessed against the Property. Legal fees as used in this provision shall be the lesser of actual legal fees incurred or thirty three percent (33%) of the total dollar amount of real tax savings on the property. SprintCom agrees to remit such payments to Owner within sixty (60) days after the receipt of an invoice for such costs. Upon request, Owner will provide SprintCom with appropriate documentation substantiating said legal fees, costs, and related expenses.
7. **IMPROVEMENTS; REMOVAL OF COMMUNICATIONS EQUIPMENT-** SprintCom may, at its sole cost and expense, make such non-material improvements to the Site as it deems necessary for the operation of its Communication Facility. SprintCom agrees to obtain the written consent of Owner prior to any material improvements or alterations to the Site, such consent not to be unreasonably withheld, conditioned or delayed. Owner agrees to cooperate with SprintCom, at SprintCom's sole cost and expense, in obtaining any required permits or zoning approvals for such non-material changes or improvements and agreed upon material changes. The Communications Equipment is and shall remain the property of SprintCom; and upon the expiration or early termination of this Agreement, SprintCom shall, at SprintCom's sole cost and expense, remove the Communications Equipment and return the Site to substantially the condition existing on the Commencement Date, normal wear and tear and casualty excepted; or upon written consent of Owner, SprintCom may be permitted to leave the site in its improved condition.
8. **ADDITIONAL EQUIPMENT-** SprintCom agrees not to install any equipment without the written consent of owner if such additional equipment shall be placed beyond the approved boundaries and location of the leased premises, such approval not to be unreasonably withheld, conditioned or delayed.
9. **UTILITIES-** Any and all utilities, including but not limited to electricity, required for the operation of the Communications Equipment must be obtained at SprintCom's sole cost and expense. SprintCom shall also be solely responsible for the payment of such utilities. Owner agrees to cooperate, at SprintCom's sole cost and expense, with SprintCom in order to procure such utilities.

10. EARLY TERMINATION- After the Initial 5year Term SprintCom may cancel this Agreement at any time and for any reason, without further obligation or liability hereunder. If, however, SprintCom cancels this agreement prior to the end of the Initial Term, SprintCom agrees to pay Owner a one time penalty equal to one year's Rent at the rate currently in effect, including Taxes as detailed above. Owner agrees that this sum shall constitute Owner's sole remedy for early termination of the Agreement.

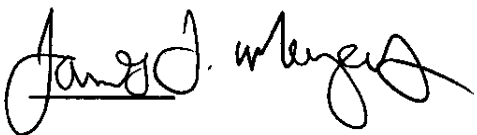
11. Approval of Construction Plans- Prior to commencing construction, SprintCom shall obtain Lessor's approval of SprintCom's conceptual work plans, which approval shall not be unreasonably withheld, delayed or conditioned. Lessor shall give such approval or provide SprintCom with it's request for changes within (5) working days of Lessor's receipt of SprintCom's plans. If Lessor does not provide such approval or request for changes within such (5) working day period, it shall be deemed to have approved the plans. Lessor shall not receive any additional consideration in exchange for giving it's approval of SprintCom's plans.

Dated this 31 day of MAY, 2000.

OWNER:


Nicholas H. Kafkis

SPRINTCOM, INC.



PROPERTY OF COOK COUNTY CLERK'S OFFICE