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2000-08-29 15:56:52  
Cook County Recorder 29.00



Prepared by, and  
When Recorded, Please return to:  
Ron Priore, Real Estate Manager  
Nextel Communications  
300 Park Boulevard, Suite 515  
Itasca, IL 60143  
(630) 875-6625

**COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
ROLLING MEADOWS**



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 24 day of February, 2000, by and between Interstate Bank of Oak Forest, a banking corporation, not personally but as Trustee under Trust dated March 1, 1983 and known as Trust Number 83-7 ("Lessor") for Glaucoma Venture Corporation, Inc., an Illinois corporation as Trust Number 83-7's beneficiary ("Beneficiary") and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications with an office at 300 Park Boulevard, Suite 515, Itasca, IL 60143 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement (Building) ("Agreement") on the 24 day of February, 2000, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on July 28 2000 with five (5) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being leased to Lessee ("Premises") is described in Exhibit B annexed hereto.

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

TRUSTEE Interstate Bank, F/K/A  
Interstate Bank of Oak Forest, a banking corporation  
not personally, but as Trustee under Trust Agreement  
dated March 1, 1983 and known as Trust Number 83-7  
SUBJECT TO EXCULPATORY PROVISIONS ATTACHED  
HERE TO.

By: [Signature]  
Name: Andrew E. Finberg  
Title: President & Trust Officer  
Date: 2/17/2000

LESSEE  
Nextel West Corp., a Delaware corporation,  
d/b/a Nextel Communications

By: [Signature]  
Name: Mark B. Nelson  
Title: Vice President  
Date: 02-24-00

ACKNOWLEDGED, APPROVED AND ACCEPTED  
BENEFICIARIES:

Glaucoma Venture Corporation, Inc., an Illinois corporation as Trust Number 83-7's beneficiary

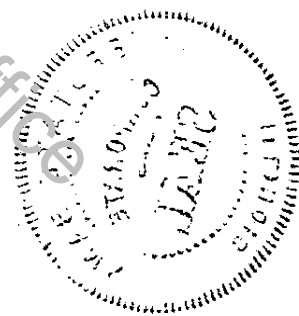
By: [Signature]  
William A. Todd

5/2/00  
4/22/00

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VERIFIED  
4/27/2011  
11:30 AM  
CLERK'S OFFICE

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

On Feb. 17, 2000, before me, Roberta L. Mitchell, Notary Public, personally appeared Andrew E. Tinberg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Roberta L. Mitchell  
Notary Public

(SEAL)



My commission expires: 8-7-2002

STATE OF Illinois

COUNTY OF Cook

On 2/15/00, before me, RITA F. WALKER, Notary Public, personally appeared William A. Todd, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Rita F. Walker  
Notary Public

(SEAL)



My commission expires: 7/23/02

### GENERAL DOCUMENT EXONERATION RIDER

This document is executed by Interstate Bank, not personally but as Trustee, in the exercise of power and authority conferred upon and vested in it as Trustee. It is expressly understood and agreed that nothing in said document shall be construed to create any liability on said Trustee personally to pay any indebtedness accruing hereunder, or to perform any covenants, either express or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document, all such liability, if any, being expressly waived by the parties and their respective successors and assigns and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has not control over the management thereof or the income therefrom, and has no knowledge of any factual matters with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this Rider and of the document to which it is attached on any question of liability or obligation resting upon said Trustee, the terms of this Rider shall control.

# UNOFFICIAL COPY

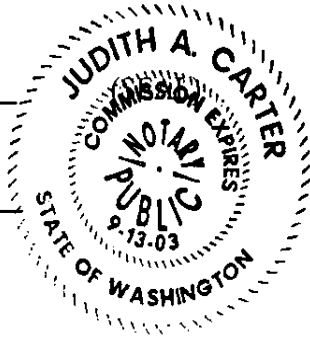
STATE OF WASHINGTON  
COUNTY OF KING

On 2/24/00, before me, JUDITH A CARTER, Notary Public, personally appeared MARIC B NEWSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Judith A Carter  
Notary Public

My commission expires 9/13/2003



Property of Cook County Clerk's Office

## EXHIBIT A

## DESCRIPTION OF LAND

to the Agreement dated 24 day of February, 2002, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, ("Lessee") and Interstate Bank of Oak Forest, a banking corporation, not personally but as Trustee under Trust dated March 1, 1983 and known as Trust Number 83-7, (hereinafter referred to as "Lessor") for Glaucoma Venture Corporation, Inc., an Illinois corporation as Trust Number 83-7's beneficiary ("Beneficiary")

The Land is described and/or depicted as follows:

**PARCEL 1:**

Lots 41 and 42 in Harmon's Subdivision of Lots 345 to 352, 354 to 369 and 371 to 378 all inclusive, in Austin Second Addition to Austinville, being a Subdivision of the West half of the South-east quarter and the West half of the Northeast quarter (except the East 15 acres in the North half of the West half of the Northeast quarter and Railroad Right of Way), all in Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

**PARCEL 2:**

Lot 43 in Harmon's Subdivision of Lots 345 to 352 inclusive and Lots 371 to 378, inclusive, of Austin's Subdivision of Block 13 in Second Addition to Austinville in Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 525 North Austin Boulevard, Chicago, Illinois, being a 57 unit apartment building.

and otherwise known as 525 North Austin Boulevard, Chicago, Illinois 60644  
Tax Key:16-08-219-001, 002, 015

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated 24 day February, 2000, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, ("Lessee"), and Interstate Bank of Oak Forest, a banking corporation, not personally but as Trustee under Trust Agreement dated March 1, 1983 and known as Trust Number 83-7, (hereinafter referred to as "Lessor") for Glaucoma Venture Corporation, Inc., an Illinois corporation as Trust Number 83-7's beneficiary ("Beneficiary")

The Premises benefited by the Easement within the Property is described and/or depicted as follows:

