

UNOFFICIAL COPY

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07 001 Page 1 of 25

2001-03-27 11:46:42

Cook County Recorder 69.50

Prepared by:  
SpectraSite Communications, Inc.  
100 Regency Forest Dr., Suite 200  
Cary, North Carolina 27511  
Attn: Audit Department



STATE OF ILLINOIS

COUNTY OF COOK

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made and entered into this 22<sup>nd</sup> day of February, 2001, by and between **1535 North Cicero Avenue Corporation, an Illinois Corporation**, with an address at 2200 Cardigan Avenue, Columbus, Ohio 43215 ("**Lessor**"), and **TOWER ASSET SUB, INC.**, a Delaware corporation, successor-in-interest to Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, with an office at 100 Regency Forest Drive, Suite 400, Cary, North Carolina 27511 ("**Lessee**");

1. **Lessor and Nextel West Corp. ("Nextel")** entered into that certain Standard Lease Agreement dated June 10<sup>th</sup>, 1999, as amended, (the "Lease"), for certain real property and easements as described in **Attachment B** attached hereto (collectively, the "Premises"), which are a portion of that certain parcel of real property owned by Lessor located at 1510 North Cicero Avenue, Chicago, County of Cook, State of Illinois, described in **Attachment A** attached hereto (the "Land").
2. The Lease was assigned by Nextel to **Tower Parent Corp.**, then subsequently assigned by **Tower Parent Corp.** to Lessee by Assignment of Leases dated December 15<sup>th</sup>, 2000, copies of which are attached as **Attachment C** and **Attachment D** respectively, ("Assignments"), whereupon Lessee succeeded to the original rights and obligations of Nextel under the Lease.
3. The Lease commenced on June 14<sup>th</sup>, 2000, for an initial term of five (5) years, with options to renew for five (5) additional five (5) year terms.
4. Notwithstanding anything to the contrary in the Lease, the description of the Premises shall be as shown on **Exhibit B** attached hereto and incorporated herein by reference.
5. The purpose of this Memorandum is to correct the legal description of the Premises and Land and give record notice of the Lease and the Assignment and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, such conflicting or additional terms shall be deemed to be a part of the Lease and shall otherwise amend the Lease and be controlling. The terms of the Lease are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

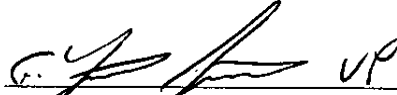
First American Title  
Order # DC011235

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the date first set forth above.

LESSOR:

1535 North Cicero Avenue Corporation, an Illinois Corporation

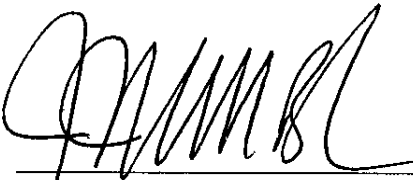
 (Seal)

Name: G. Frederick Smith

Title: Vice President

Date: 2-19-2001

ATTEST:




J. John Barker

Assistant Secretary

[AFFIX CORPORATE SEAL]

LESSEE:

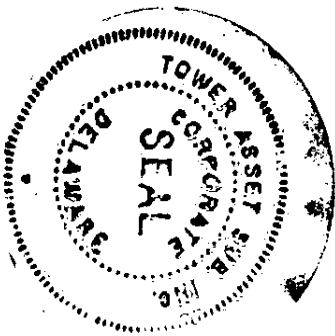
TOWER ASSET SUB, INC., a Delaware corporation

 (Seal)

Terry L. Arant

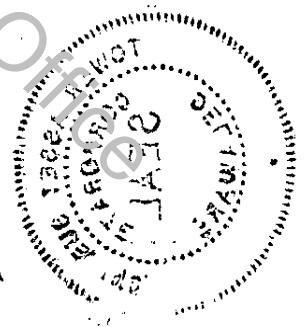
Senior Vice President of Operations Development

Date:



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Property of Cook County Clerk's Office



12/15/2018

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## NOTARY ACKNOWLEDGMENT FOR LESSOR:

State of Ohio

County of Franklin

This instrument was acknowledged before me on 2-19-2001 by F. Frederick Smith, who is the Vice President of 1535 North Cicero Avenue Corporation, an Illinois Corporation, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 19 day of February, 2001.

Signature Roberta Dildine

My commission expires: 1-24-05

**ROBERTA DILDINE**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 01-24-05

## NOTARY ACKNOWLEDGMENT FOR LESSEE:

State of North Carolina

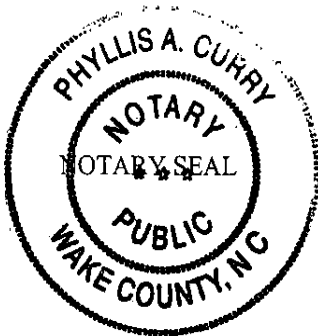
County of Wake

This instrument was acknowledged before me on February 2001 by Terry L. Armant, who is the Senior Vice President of Development of Tower Asset Sub, Inc., a Delaware corporation, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 2nd day of February, 2001.

Signature Phyllis A. Curry

My commission expires: 6/25/01



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Property of Cook County Clerk's Office

ROBERTA P. DINE  
1307 S. ROBERTS ST. CHICAGO  
IL 60607-1134-03



ROBERTA P. DINE  
1307 S. ROBERTS ST.  
CHICAGO, IL 60607

ROBERTA P. DINE  
1307 S. ROBERTS ST.  
CHICAGO, IL 60607



EXHIBIT

# UNOFFICIAL COPY

## ATTACHMENT A LAND

Attached to and made a part of that Memorandum of Lease between 1535 North Cicero Avenue Corporation, an Illinois Corporation, Lessor and Tower Asset Sub, Inc., Lessee.

The Land is described and depicted as follows:

LOTS 18, 19, 20, 21, 22, 23 AND 24 IN JOHN F. THOMPSON NORTH AVENUE SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 (EXCEPT RAILROAD RIGHT OF WAY) SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN-16-03-100-015

1519 N. Cicero Ave, Chicago, IL

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ATTACHMENT B PREMISES

Attached to and made a part of that Memorandum of Lease between 1535 North Cicero Avenue Corporation, an Illinois Corporation, Lessor and Tower Asset Sub, Inc., Lessee.

### EASE SITE DESCRIPTION:

A PARCEL OF LAND FOR LEASE SITE PURPOSES BEING PART OF LOT 18 THROUGH 24 INCLUSIVE IN JOHN F. THOMPSONS NORTH AVENUE SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPT RAILROAD RIGHT OF WAY) OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1890 AS DOCUMENT NO. 1343380 IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 24; THENCE NORTH 89 DEGREES 04 MINUTES 41 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 75.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 04 MINUTES 41 SECONDS EAST, ALONG SAID SOUTH LINE, 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 24; THENCE NORTH 00 DEGREES 54 MINUTES 51 SECONDS WEST, ALONG THE EAST LINE OF LOTS 24 AND 23 A DISTANCE OF 34.50 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 41 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 51 SECONDS EAST 34.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1725 SQUARE FEET.

### ACCESS AND UTILITY EASEMENT DESCRIPTION:

A PARCEL OF LAND FOR ACCESS AND UTILITY EASEMENT PURPOSES BEING PART OF LOT 18 THROUGH 24 INCLUSIVE IN JOHN F. THOMPSONS NORTH AVENUE SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPT RAILROAD RIGHT OF WAY) OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1890 AS DOCUMENT NO. 1343380 IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 24; THENCE NORTH 89 DEGREES 04 MINUTES 41 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 75.03 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 51 SECONDS WEST, 34.50 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 41 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 5.00 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 51 SECONDS EAST 29.50 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 41 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 70.03 FEET TO THE WEST LINE OF SAID LOT 24; THENCE SOUTH 00 DEGREES 55 MINUTES 26 SECONDS EAST, ALONG SAID WEST LINE, 5.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 523 SQUARE FEET.

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ATTACHMENT "C"

This document was prepared by:  
Nextel Communications, Inc.  
2003 Edmund Halley Dr., 6th Floor  
Reston, Virginia 20191

Return Document and  
Future Tax Statements to:  
SpectraSite Communications, Inc.  
100 Regency Forest Drive, Suite 400  
Cary, North Carolina 27511  
Attn: Manager, Property Mgt.

Cook County, Illinois  
Site ID IL-3201 / Name LaFollete Park

## ASSIGNMENT OF LEASES

This Assignment of Leases ("Assignment") is made and entered into effective as of the 15<sup>th</sup> day of December, 2000, by and between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications ("Nextel"), and Tower Parent Corp., a Delaware corporation and affiliate of Nextel ("Parent Co.").

WITNESSETH:

WHEREAS, Nextel, Parent Co., Tower Asset Sub, Inc., a Delaware corporation and affiliate of Nextel and Parent Co. ("Tower Sub"), and certain other parties designated therein have entered into an Agreement and Plan of Merger dated February 10, 1999, as amended (the "Merger Agreement"), which, together with the related Master Site Commitment Agreement dated April 20, 1999 between the parties hereto, Nextel Parent, and certain other parties designated therein, and the related Nextel Master Site Lease Agreement dated April 20, 1999 between the parties hereto and certain other parties designated therein, contemplate, inter alia, the conveyance, assignment, transfer and delivery of Nextel's tower assets;

WHEREAS, Nextel is either the tenant or the successor in interest to the tenant, as the case may be, to that certain June 10, 1999 lease by and between 1535 North Cicero Avenue Corporation, an Illinois corporation as landlord and Nextel West Corp., a Delaware corporation d/b/a Nextel Communications as tenant (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease"), which Prime Lease is unrecorded in the Office of the Clerk of Cook County, Illinois.



# UNOFFICIAL COPY

WHEREAS, pursuant to the Prime Lease, Nextel's tower assets include without limitation rights, title and interests in and to a certain parcel of real property in Cook County, Illinois (the "Property"), and all subleases and sublicenses between Nextel or its predecessor in interest as sublessor or sublicensor and third party sublessees and sublicensees, if any (collectively, the "Tenant Leases");

WHEREAS, in connection with the conveyance, assignment, transfer and delivery of Nextel's tower assets, Nextel desires to assign to Parent Co., and Parent Co. desires to assume all of Nextel's rights, title and interests in and to the Prime Lease, the Property and the Tenant Leases, if any;

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
2. Incorporation of Exhibit. The Property, and/or the underlying parcel of real property owned by landlord of which the Property is a part, is more particularly described on Exhibit A hereto which is incorporated by this reference. The Tenant Leases, if any, are listed on Exhibit B hereto which is incorporated by this reference.
3. Assignment. Nextel does hereby assign, transfer, set over, and deliver to Parent Co. all of Nextel's rights, title and interests in and to the Prime Leases, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Leases, the Property, and the Tenant Leases. Parent Co. does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Prime Lease, all the terms and conditions of all related easements and ancillary agreements, and all the terms and conditions which are the responsibility of the sublessor or sublicensor under each of the Tenant Leases, and which arise, are incurred, or are required to be performed from and after the date of this Assignment.
4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.
5. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.
6. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without reference to its conflicts of laws principles.

# UNOFFICIAL COPY

Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Prime Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

7. Successors and Assigns. The terms and conditions of this Assignment shall run with the property and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[Signatures on next page.]

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Site ID IL-3201

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

Nextel West Corp.,  
a Delaware corporation

By: Travis Morey [SEAL]  
Name: Travis Morey  
Its: Director

Witness

Jupia Cana

Witness

Christie A. Hill

By: Christie A. Hill [SEAL]  
Name: Christie A. Hill  
Its: Secretary

TOWER PARENT CORP.,  
a Delaware corporation

By: Travis Morey [SEAL]  
Name: Travis Morey  
Its: Director

Witness

Jupia Cana

Witness

Christie A. Hill

By: Christie A. Hill [SEAL]  
Name: Christie A. Hill  
Its: Secretary

Address of Assignee/Grantee:  
c/o Nextel Communications, Inc.  
2001 Edmund Halley Dr.  
Reston, Virginia 20191  
Attn: Corporate Secretary

# UNOFFICIAL COPY

## Corporate Acknowledgment

Site ID IL-3201

State of Virginia     )  
  ) ss:  
County of Fairfax     )

On December 15, 2000, before me, the undersigned officer, personally appeared:

(a) Travis Morey, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
and

(b) Christie A. Hill, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
personally known and acknowledged himself/herself/themselves to me (or proved to me on the  
basis of satisfactory evidence) to be the

[a] Director, and

[b] Secretary,

respectively of Nextel West Corp., (hereinafter, the "Corporation") and that as such officer(s),  
being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors,  
executed, subscribed and acknowledged the foregoing instrument for the purposes therein  
contained, by signing the name of the Corporation by themselves in their authorized capacities as  
such officer(s) as their free and voluntary act and deed and the free and voluntary act and deed of  
said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Lydia K Spalding [SEAL]  
Notary Public  
My commission expires: 02/31/03

# UNOFFICIAL COPY

## Corporate Acknowledgment

Site ID IL-3201

State of Virginia     )  
                                  ) ss:  
County of Fairfax     )

On December 15, 2000, before me, the undersigned officer, personally appeared:

(a) Travis Morey, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
and

(b) Christie A. Hill, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
personally known and acknowledged himself/herself/themselves to me (or proved to me on the  
basis of satisfactory evidence) to be the

[a] Director, and

[b] Secretary

respectively of TOWER PARENT CORP., a Delaware corporation, (hereinafter, the  
"Corporation") and that as such officer(s), being duly authorized to do so pursuant to its bylaws  
or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing  
instrument for the purposes therein contained, by signing the name of the Corporation by  
themselves in their authorized capacities as such officer(s) as their free and voluntary act and  
deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Sydney K Spalding [SEAL]  
Notary Public  
My commission expires: 07/31/03

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EXHIBIT A

Site ID IL-3201

Site Name Lafollete Park

Legal Description

The description(s) below or attached hereto identify the following:

- Underlying Parcel Owned by Landlord.
- Leased Property.

Property of Cook County Clerk's Office

10241089

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Exhibit A  
IL-3201

EXHIBIT A  
DESCRIPTION OF LAND

to the Agreement dated June 10, 1999, by and between 1535 North Cicero Avenue Corporation, an Illinois corporation, as Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:

Lots 18, 19, 20, 21, 22, 23, 24 in John P. Thompson North Avenue Subdivision of the Northwest 1/4 of the Northwest 1/4 (except railroad right of way) Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

and commonly known as: 1519 North Cicero Avenue, Chicago, IL 60651  
P.L.N.#: 16-03-100-011; 16-03-100-012; 16-03-100-013; 16-03-100-014; 16-03-100-015; 16-03-100-016

10241089





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EXHIBIT B

Site ID IL-3201

Site Name Lafollete Park

List of Tenant Leases  
(if applicable)

NONE

Property of Cook County Clerk's Office

10241089

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ATTACHMENT "D"

This document was prepared by:

Nextel Communications, Inc.  
2003 Edmund Halley Dr., 6th Floor  
Reston, Virginia 20191

Return Document and

Future Tax Statements to:

SpectraSite Communications, Inc.  
100 Regency Forest Drive, Suite 400  
Cary, North Carolina 27511  
Attn: Manager, Property Mgt.

Cook County, Illinois  
Site ID IL-3201 / Name Lafollete Park

## ASSIGNMENT OF LEASES

This Assignment of Leases ("Assignment") is made and entered into effective as of the 15<sup>th</sup> day of December, 2000, by and between Tower Parent Corp., a Delaware corporation and affiliate of Nextel, as hereinafter defined, ("Parent Co."), and Tower Asset Sub, Inc., a Delaware corporation and affiliate of Nextel and Parent Co. ("Tower Sub").

WITNESSETH:

WHEREAS, Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications ("Nextel"), Parent Co., Tower Sub, and certain other parties designated herein have entered into an Agreement and Plan of Merger dated February 10, 1999, as amended (the "Merger Agreement"), which, together with the related Master Site Commitment Agreement dated April 20, 1999 between the parties hereto, Nextel Parent, and certain other parties designated therein, contemplates, inter alia, the conveyance, assignment, transfer and delivery of Nextel's tower assets, and the continuing lease by Nextel of certain ground and/or platform space on such tower assets pursuant to that certain Master Site Lease Agreement dated April 20, 1999 (the "Master Lease");

WHEREAS, Nextel is either the tenant or the successor in interest to the tenant, as the case may be, to that certain June 10, 1999 lease by and between 1535 North Cicero Avenue Corporation, an Illinois corporation as landlord and Nextel West Corp., a Delaware corporation d/b/a Nextel Communications as tenant (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease"), which Prime Lease is unrecorded in the Office of the Clerk of Cook County, Illinois.

# UNOFFICIAL COPY

WHEREAS, pursuant to the Prime Lease, Nextel's tower assets include without limitation rights, title and interests in and to a certain parcel of real property in Cook County, Illinois (the "Property"), and all subleases and sublicenses between Nextel as sublessor or sublicensor and third party sublessees and sublicensees, if any (collectively, the "Tenant Leases"), being the same Property and Tenant Leases assigned to Parent Co. from Nextel by Assignment of Leases of even date herewith, intended to be filed immediately prior to this instrument.

WHEREAS, in connection with the conveyance, assignment, transfer and delivery of Nextel's tower assets, Parent Co. desires to assign to Tower Sub, and Tower Sub desires to assume all of Nextel's rights, title and interests in and to the Prime Lease, the Property and the Tenant Leases, if any;

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
2. Incorporation of Exhibits. The Property, and/or the underlying parcel of real property owned by landlord of which the Property is a part, is more particularly described on Exhibit A hereto which is incorporated by this reference. The Tenant Leases, if any, are listed on Exhibit B hereto which is incorporated by this reference.
3. Assignment and Assumption. Parent Co. does hereby assign, transfer, set over, and deliver to Tower Sub all of Parent Co.'s rights, title and interests in and to the Prime Lease, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Lease, the Property, and the Tenant Leases. Tower Sub does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Prime Lease, all the terms and conditions of all related easements and ancillary agreements, and all the terms and conditions which are the responsibility of the sublessor or sublicensor under each of the Tenant Leases, and which arise, are incurred, or are required to be performed from and after the date of this Assignment.
4. Reconveyance. Notwithstanding anything to the contrary contained herein, in the event Nextel exercises its option pursuant to the terms of the Master Lease to re-acquire from Tower Sub its rights, title and interests in the Property, then all of Tower Sub's interest therein shall automatically re-convey to Nextel. The parties hereby agree to execute any instrument or other documents required to evidence any such reconveyance.

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5. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Prime Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

8. Successors and Assigns. The terms and conditions of this Assignment shall run with the property and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[Signatures on next page.]

# UNOFFICIAL COPY

Site ID IL-3201

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

TOWER PARENT CORP.,  
a Delaware corporation

Witness

*[Handwritten signature]*

By: *Travis Morey* [SEAL]  
Name: Travis Morey  
Its: Director

Witness

*[Handwritten signature]*

By: *Christie Hill* [SEAL]  
Name: Christie A. Hill  
Its: Secretary

TOWER ASSET SUB, INC.,  
a Delaware corporation

Witness

*[Handwritten signature]*

By: *Glen Spivak* [SEAL]  
Name: Glen Spivak  
Its: Vice President

Witness

*[Handwritten signature]*

By: *Elizabeth T. Anderson* [SEAL]  
Name: Elizabeth T. Anderson  
Its: Assistant Secretary

Address of Assignee/Grantee:  
c/o SpectraSite Communications, Inc.  
100 Regency Forest Drive, Suite 400  
Cary, North Carolina 27511  
Attn: General Counsel

# UNOFFICIAL COPY

Corporate Acknowledgment

Site ID IL-3201

State of Virginia     )  
                                  ) ss:  
County of Fairfax     )

On December 15, 2000, before me, the undersigned officer, personally appeared:

(a) Travis Morey, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
and

(b) Christie A. Hill, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
personally known and acknowledged himself/herself/themselves to me (or proved to me on the  
basis of satisfactory evidence) to be the

[a] Director, and

[b] Secretary,

respectively of TOWER PARENT CORP., a Delaware corporation, (hereinafter, the  
"Corporation") and that as such officer(s), being duly authorized to do so pursuant to its bylaws  
or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing  
instrument for the purposes therein contained, by signing the name of the Corporation by  
themselves in their authorized capacities as such officer(s) as their free and voluntary act and  
deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Lydia K. Spalding [SEAL]  
Notary Public  
My commission expires: 02/31/03

§

# UNOFFICIAL COPY

Corporate Acknowledgment

Site ID IL-3201

State of North Carolina     )  
  ) ss:  
County of Wake                 )

On December 15, 2000, before me, the undersigned officer, personally appeared:

(a) Glen Spivak, with an address of 100 Regency Forest Drive, Suite 400, Cary, NC 27511 and

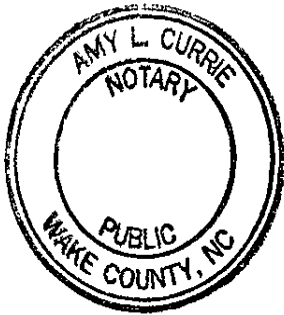
(b) Elizabeth T. Anderson, with an address of 100 Regency Forest Drive, Suite 400, Cary, NC 27511 personally known and acknowledged himself/herself/themselves to me (or proved to me on the basis of satisfactory evidence) to be the

[a] Vice President, and

[b] Assistant Secretary,

respectively of TOWER ASSET SUB, INC., a Delaware corporation, (hereinafter, the "Corporation") and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself/herself/themselves in his/her/their authorized capacities as such officer(s) as his/her/their free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:



Amy L. Currie [SEAL]  
Notary Public  
My commission expires: 2-16-05

# UNOFFICIAL COPY

EXHIBIT A

Site ID IL-3201

Site Name Lafollete Park

Legal Description

The description(s) below or attached hereto identify the following:

- Underlying Parcel Owned by Landlord.
- Leased Property.

Property of Cook County Clerk's Office

10241089



# UNOFFICIAL COPY

Exhibit A  
IL-3201

EXHIBIT A  
DESCRIPTION OF LAND

to the Agreement dated June 10, 1999, by and between 1535 North Cicero Avenue Corporation, an Illinois corporation, as Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described as and depicted as follows:

Lots 18, 19, 20, 21, 22, 23, 24 in John F. Thompson North Avenue Subdivision of the Northwest 1/4 of the Northwest 1/4 (except railroad right of way) Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

and commonly known as: 1535 North Cicero Avenue, Chicago, IL 60651

P.L.N.#: 16-03-100-011; 16-03-100-012; 16-03-100-013; 16-03-100-014; 16-03-100-015; 16-03-100-016

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# UNOFFICIAL COPY

EXHIBIT B

Site ID IL-3201

Site Name Lafollete Park

List of Tenant Leases  
(if applicable)

NONE

Property of Cook County Clerk's Office

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