

UNOFFICIAL COPY

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2001-03-27 13:01:37

Cook County Recorder 35.50



After recording please return to:
SprintCom, Inc.
9801 W. Higgins
Rosemont, IL 60018

Site No.: CH54XC923D

Property of Cook County Clerk's Office

RECORDER'S STAMP

Memorandum of PCS Site Agreement

Version 1

EXHIBIT B

March 97

Site Name: Double Overtime _____

PCS Site Agreement

Site I. D. CH54XC923D

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated 2/27, 2001, between Formula Outdoor Inc., an Illinois corporation ("Sublessor") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Sublessor leases to SprintCom a certain site ("Site") located at 13500 South Harlem Avenue, City of Orland Park, County of Cook, State of Illinois, within the property of Sublessor 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 2/27, 2001, 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.

"SUBLESSOR"

"SprintCom"

Formula Outdoor, Inc., an Illinois corporation

SprintCom, Inc., a Kansas corporation

By: [Signature]

By: Michael S. Ramesburg

Name: DOUGLAS R ENGBERG

Name: Michael S. Ramesburg

Title: PRESIDENT + C.E.O.

Title: DIRECTOR, Site Development

Address: 13500 South Harlem Avenue Orland Park, IL 60463

Address: 9801 West Higgins Road, Rosemont, IL 60018

Sublessor Initials D.R.E.

SprintCom Initials MR.

Attach Exhibit A - Site Description

5/18/01
P. S. R.
MAYE
E

UNOFFICIAL COPY EXHIBIT A

April 99

Site Name Double Overtime

PCS Site Agreement

Site I. D. CH54XC923D

Site Description

Site situated in the City of Orland Park, County of Cook, State of Illinois, commonly described as follows:

13500 South Harlem Avenue Orland Park, IL 60463
PIN# 27-01-201-006

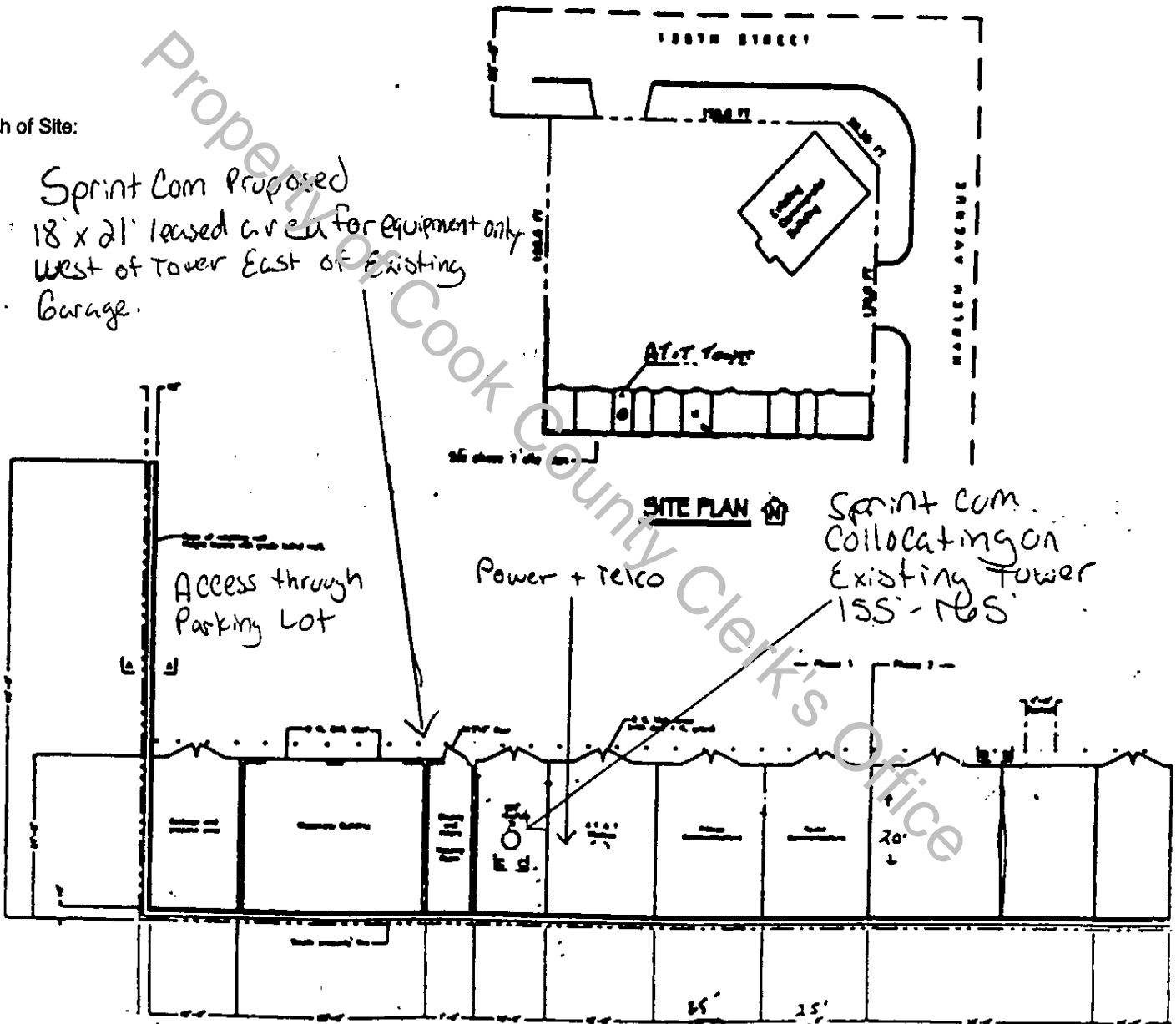
Legal Description:

SEE ATTACHED LEGAL DESCRIPTION

Not To Scale

Sketch of Site:

Sprint Com Proposed
18' x 21' leased area for equipment only
West of tower East of Existing
Garage.



Sublessor Initials DRE

SprintCom Initials MP

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Note: Sublessor 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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EXHIBIT A

April 99

Site Name: Double Overtime

PCS Site Agreement

Site I. D. CH54XC923D

Legal Description Attachment

The South 25 feet of That part of the East Half (1/2) of the Northeast Quarter (1/4) of Section 1, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Section 1 aforesaid; thence West along the North line of Section 1 aforesaid, 220 feet; thence South and parallel to the East Line of Section 1 aforesaid, 200 feet; thence East and parallel to the North line of Section 1 aforesaid, 220 feet to the East line of Section 1 aforesaid; thence North along the East line to the place of beginning, excepting therefrom that part of the East Half (1/2) of the Northeast Quarter (1/4) of Section 1, Township 36 North, Range 12, East of the Third Principal Meridian lying South of the Existing South Right of Way line of 13th Street and West of the Existing West Right of Way line of Harlem Avenue and North and East of the following described line: Commencing at the Northeast corner of said Section; thence West along the North line of said Section a distance of 220 feet to a point; thence South along a line at right angles to the last described course a distance of 50 feet to the point of beginning; thence East along a line 50 feet South of and parallel with the North line of said Section a distance of 150 feet to a point; thence Southeast along a line forming an angle of 45 degrees East to Southeast with the last described course a distance of 28.28 feet to a point, (said point lying normally distant 50 feet West of the East line of said Section); thence South along a line 50 feet West of and parallel to the East line of said Section a distance of 130 feet to a point, (said point lying normally distant 200 feet South of the North line of said Section), all in Cook County, Illinois.

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SPRINTCOM, INC. NOTARY BLOCK

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 27th day of February, 2001, by Michael S. Ronesburg, Director of Site Development of SprintCom, Inc., a Kansas corporation, who executed the foregoing instrument on behalf of such corporation.



Kristina A. Kleszyk
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Illinois

My commission expires:

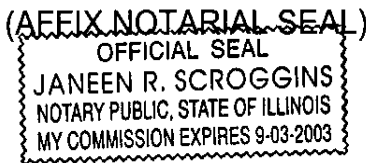
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 8 day of Feb, 2001, by DOUGLAS R. ENGBERG, PRESIDENT + C.E.O. of

Formula Outdoor, Inc., an Illinois corporation, who executed the foregoing instrument on behalf of such corporation.



Janeen R. Scroggins
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Illinois

My commission expires:

09-03-2003

Janeen R. Scroggins
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

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12/11/11
11:11 AM

12/11/11
11:11 AM

12/11/11
11:11 AM

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EXHIBIT C

April 99

Site Name Double Overtime _____

PCS Site Agreement

Site I. D. CH54XC923D _____

Prime Lease Agreement

See attached Lease.

Property of Cook County Clerk's Office

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GROUND LEASE

This Lease, made this 1st day of June, 1998, between, Marquette National Bank, as trustee under the provisions of a trust agreement dated March 31, 1981, and known as trust number 9874, (hereinafter "Lessor") and Formula Outdoor, Inc., an Illinois corporation (hereinafter "Lessee").

WITNESSETH:

LEASE PREMISES, RENT AND TERM:

Lessor, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by Lessee, has demised and leased to Lessee, all those premises situated in the County of Cook, State of Illinois, known and described as follows, to wit:

The South 25 feet of That part of the East Half (1/2) of the Northeast Quarter (1/4) of Section 1, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Section 1 aforesaid; thence West along the North line of Section 1 aforesaid, 220 feet; thence South and parallel to the East Line of Section 1 aforesaid, 200 feet; thence East and parallel to the North line of Section 1 aforesaid, 220 feet to the East line of Section 1 aforesaid; thence North along the East line to the place of beginning, excepting therefrom that part of the East Half (1/2) of the Northeast Quarter (1/4) of Section 1, Township 36 North, Range 12, East of the Third Principal Meridian lying South of the Existing South Right of Way line of 135th Street and West of the Existing West Right of Way line of Harlem Avenue and North and East of the following described line: Commencing at the Northeast corner of said Section; thence West along the North line of said Section a distance of 220 feet to a point; thence South along a line at right angles to the last described course a distance of 50 feet to the point of beginning; thence East along a line 50 feet South of and parallel with the North line of said Section a distance of 150 feet to a point; thence Southeast along a line forming an angle of 45 degrees East to Southeast with the last described course a distance of 28.26 feet to a point, (said point lying normally distant 50 feet West of the East line of said Section); thence South along a line 50 feet West of and parallel to the East line of said Section a distance of 130 feet to a point, (said point lying normally distant 200 feet South of the North line of said Section), all in Cook County, Illinois.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto Lessee, from the 1st day of June, 1998, to and including the 30 day of May, 2033.

AND Lessee, in consideration of the leasing of the premises aforesaid by lessor to Lessee, does covenant and agree with Lessor to pay Lessor, as rent for said demised premises the sum of \$10.00 per year.

Rent shall be due on the 1st day of June of each year. Lessee expressly reserves a 30 day grace period, after receipt of written notice of default, as to the time of payment of each and every installment of rent or any other amount herein declared to be deemed and taken as rent.

COVENANTS. Lessee covenants with Lessor that it will keep the demised premises in a clean and healthful condition, and will conform to and observe all ordinances, rules and regulations of the county and state, and of all public authorities, boards or officers relating to said premises or the improvements upon same, or the use thereof.

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Lessee agrees that Lessor shall be under no obligation to rebuild, replace, maintain or make any repairs to the leased premises, or to the improvements made thereon during the lease term or any renewal thereof. Lessor agrees that Lessee may make such alterations and improvements to the leased premises as it may deem desirable for its use thereof and may, at its option and at its expense, at any time and from time to time during the lease term, or during any renewal thereof, construct buildings and/or communication towers and antennas, storage buildings or any other lawful improvements.

Lessee is granted the authority to sub-lease or license any portion of the demised premises for communication services purposes or any other lawful purpose without the consent of Lessor. Further, in the event that Lessee's rights are terminated herein as a result of Lessee's default and failure to cure, Lessor will assume Lessee's position in any sub-lease or license and will not seek a termination of said sub-lease or license.

Lessee shall pay all real estate taxes on the demised premises and shall present to Lessor, on an annual basis, proof of payment thereof.

Lessee shall keep, save and hold Lessor harmless from any and all damages and liability for anything and everything whatever arising from or out of, the occupancy by, or under, the Lessee, the Lessee's agents or employees, and from any loss or damage arising from any fault or negligence by the Lessee, or any failure on the Lessee's part to comply with any of the covenants, terms and conditions herein contained, or otherwise. The Lessee will also include Lessor as an additional insured under its Comprehensive General Liability policy in the minimum amounts of \$500,000.00 per person and \$1,000,000.00 per accident for bodily injury and \$50,000.00 per accident for property damage. The Lessee will provide Lessor with a certificate indicating such insurance is in force and effect.

Lessee shall not suffer or permit any mechanic's lien to be filed against the demised premises or any part thereof by reason of work, labor, service or material supplied or claimed to have been supplied to Lessee or anyone holding title in the demised premises or any part thereof through or under the Lessee, provided, however, that Lessee shall have the right to contest the validity or amount of any such lien or claimed lien on the condition that Lessee shall give reasonable security as may be demanded by Lessors, to Lessee, to insure payment thereof and prevent any sale, foreclosure or forfeiture of the premises by reason of non-payment during the time the validity of such lien is contested.

In the event that it shall be necessary to enforce the covenants of this Lease, the prevailing party shall be entitled to receive from the losing party all costs, including reasonable attorney's fees incurred in connection therewith.

Doug Engberg ("Engberg") consents to and approves the execution of this lease. Upon Engberg fulfilling his obligations under that certain Articles of Agreement for Deed dated March 23, 1998, Marquette National Bank as trustee under the provisions of a trust agreement dated March 31, 1981, Trust Number 9874, shall assign all its right title and interest in this Lease to Engberg or his nominee.

In the event that Engberg should default under said Articles and fail to cure, that default shall be deemed a default of this lease terminating the interest of Formula Outdoor, Inc. In the event of such default, Lessor will assume Lessee's position in any sub-lease or license and will not seek a termination of said sub-lease or license.

All the conditions and covenants contained in this Lease shall be binding upon the respective assigns and/or successors in interest of the parties hereto.

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JUL 21 1999

In Witness Whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

Marquette National Bank as trustee under the provisions of a trust agreement dated March 31, 1983, Trust Number 9874

Formula Outdoor, Inc.

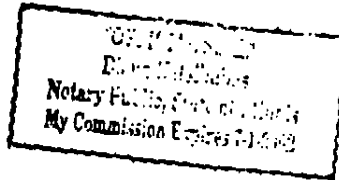
By: PRESIDENT

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

On JUL 21 1998, before me, Notary Public, personally appeared John E. Skinner Jr., 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.

Diana Katsarides (SEAL)
Notary Public

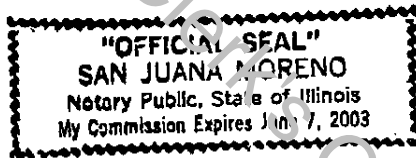


STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

On 11-30-99, before me, Notary Public, personally appeared, 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.

Sanjuana Moreno (SEAL)
Notary Public



Document Prepared by:

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