



## Site Lease Acknowledgment

This Site Lease Acknowledgement ("SLA") is made and entered into effective as of the date the last party hereto executes this SLA as indicated below between **SprintCom Inc., a Kansas Corporation** hereinafter designated as "Landlord" and **VoiceStream GSM I Operating Company, LLC** hereinafter designated as "Tenant", pursuant and subject to that certain Master Collocation Sublease Agreement ("Agreement") dated as of October 14, 1999 and pursuant to that certain First Amendment to Master Collocation Sublease Agreement dated June 6, 2000 between **Sprint Spectrum L. P., a Delaware limited partnership**, and **VoiceStream Wireless Corporation, (nka T-Mobile U.S.A., Inc.), a Delaware Corporation**. Unless otherwise defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

1. Subject to the terms of the applicable Ground Lease which is attached hereto and incorporated herein as **Attachment 4**, Landlord subleases to Tenant a portion of the Site as follows:

Site Address: **913 Greenwood Road  
Glenview, IL 60025**

Site Legal Description: **See Attachment 1**

Site Size: **18.6' by 34' = 632 Total Sq. Ft.**

together with the non-exclusive right for ingress and egress, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes over, under or along a right-of-way extending from the nearest public right-of-way to the Premises, the right-of-way for access being substantially as described in **Attachment 3** to this SLA attached hereto and made a part hereof.

2. Tenant has the right to install, maintain and operate, without cost to Landlord, only the Communications Facility described in the following specifications and at the following locations on the Site:

Landlord's Site Number:	CH13XC009
Tenant's Site Reference Number:	CH21-598C
Antenna Manufacturer and Type-Number:	RR65-19-02-DP
Number of Antennas:	Twelve (12)
Weight and Dimension of Antenna(s) (L x W x D):	72" x 8" x 2.75"
Number of Transmission Lines:	Twenty-four (24)
Diameter and Length of Transmission Line:	7/8"
Location of Antenna(s) on Antenna Support Structure (as described in <b>Attachment 2</b> ):	80°
Direction of Radiation:	0° 120° 240°
Ground Space Dimensions (as described in <b>Attachment 3</b> ):	10' x 20'
Frequencies/Max. Power Output:	1975-1990 PCS 'C'

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3. The Fee due and payable by Tenant to Landlord is set forth in Attachment 7 to this SLA entitled "Fee Schedule". The Fee for the Premises will be adjusted annually on the anniversary date of the lease Commencement Date as defined in paragraph 4 herein by an amount equal to three percent (3%) of the annual Fee for the previous year.
4. The term of this SLA is five (5) years, commencing upon commencement of construction or installation of equipment at the Premises or ninety (90) days from the date hereof, whichever occurs first ("Commencement Date"). For purposes of this SLA, any physical activity on the Site by Tenant, other than those preliminary activities set forth in Section 5 of the Agreement, will constitute the commencement of the construction. Subject to the terms of the ground lease, this SLA will be automatically renewed for four (4) additional consecutive terms of five (5) years each.
5. The parties acknowledge that Landlord's rights in the Site derive from a certain agreement dated **April 23, 2003** between **Landlord and Dell's Apparel, Inc.** ("Land Owner"), hereinafter referred to as the "**Amendment to and Consent to Assignment of Option and Site Lease Agreement**" and attached hereto as Attachment 4 to this SLA.
6. The consent of the Land Owner to this SLA **is not required.**
7. The list of contact persons is set forth on Attachment 6 to this SLA.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year indicated below.

**LANDLORD**

**SPRINTCOM, Inc., a Kansas Corporation**

By: *Charlie Douglass*  
Name: Charlie Douglass  
Title: Director, Central Region  
Date: 5-7-03

*Alma Iyerina*  
WITNESS

**TENANT**

**VOICESTREAM GSM I OPERATING COMPANY, LLC., a DELAWARE LIMITED LIABILITY COMPANY**

By: *Rajesh Tank*  
Name: Rajesh Tank  
Title: Executive Director of Engineering & Operations  
Date: 6/6/03

*Rajesh Tank* 6/6/03  
WITNESS

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Attachment 1 to the SLA

### Legal Description of Site

#### LEASE PARCEL

THAT PART OF LOT 2 IN ARTHUR T. MCINTOSH'S GLENVIEW COUNTRYSIDE, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER LYING EAST OF THE EAST LINE OF THE RIGHT-OF-WAY OF GREENWOOD ROAD, OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S89°59'29"W ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 8.00 FEET; THENCE N00°04'20"E ALONG A LINE THAT IS 8.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 A DISTANCE OF 13.50 FEET; THENCE S89°59'29"W 15.56 FEET TO THE POINT OF BEGINNING; THENCE S00°00'31"E 13.50 FEET; THENCE S89°59'29"W 18.50 FEET; THENCE N00°00'31"W 34.00 FEET; THENCE N89°59'29"E 18.50 FEET; THENCE S00°00'31"E 20.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 629 SQUARE FEET.

#### ACCESS EASEMENT

THAT PART OF LOTS 1 AND 2 IN ARTHUR T. MCINTOSH'S GLENVIEW COUNTRYSIDE, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER LYING EAST OF THE EAST LINE OF THE RIGHT-OF-WAY OF GREENWOOD ROAD, OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S89°59'29"W ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 8.00 FEET; THENCE N00°04'20"E ALONG A LINE THAT IS 8.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 A DISTANCE OF 13.50 FEET; THENCE S89°59'29"W 15.56 FEET; THENCE S00°00'31"E 13.50 FEET; THENCE S89°59'29"W 18.50 FEET; THENCE N00°00'31"W 14.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'31"W 80.00 FEET; THENCE S89°59'29"W 107.83 FEET TO A POINT ON THE AFORESAID EAST RIGHT-OF-WAY LINE OF GREENWOOD ROAD; THENCE S00°04'20"W ALONG SAID EAST LINE 12.00 FEET; THENCE N89°59'29"E 90.84 FEET; THENCE S45°00'31"E 7.07 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST WALL OF A BUILDING; THENCE S00°00'31"E ALONG SAID WALL AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF 63.00 FEET; THENCE N89°59'29"E 12.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 2123 SQUARE FEET.

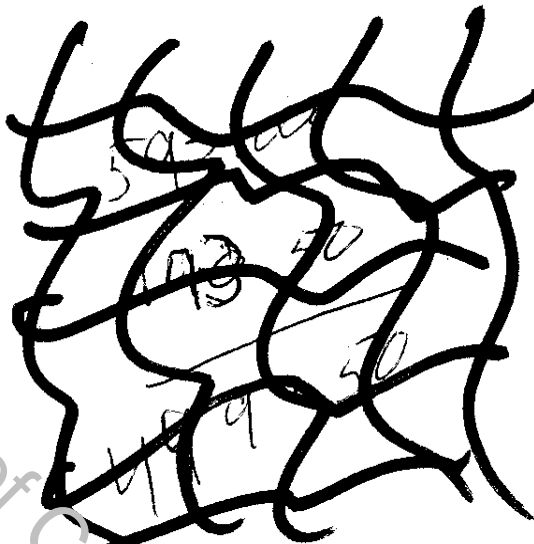
#### UTILITY EASEMENT

THAT PART OF LOT 2 IN ARTHUR T. MCINTOSH'S GLENVIEW COUNTRYSIDE, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER LYING EAST OF THE EAST LINE OF THE RIGHT-OF-WAY OF GREENWOOD ROAD, OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S89°59'29"W ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 8.00 FEET; THENCE N00°04'20"E ALONG A LINE THAT IS 8.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 A DISTANCE OF 13.50 FEET; THENCE S89°59'29"W 15.56 FEET; THENCE N00°00'31"W 13.50 FEET; THENCE S89°59'29"W 18.50 FEET; THENCE N00°00'31"W 34.00 FEET; THENCE N89°59'29"E 18.50 FEET; THENCE S00°00'31"E 20.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY,

# UNOFFICIAL COPY

Attachment 2 to the SLA

Location of Antennas

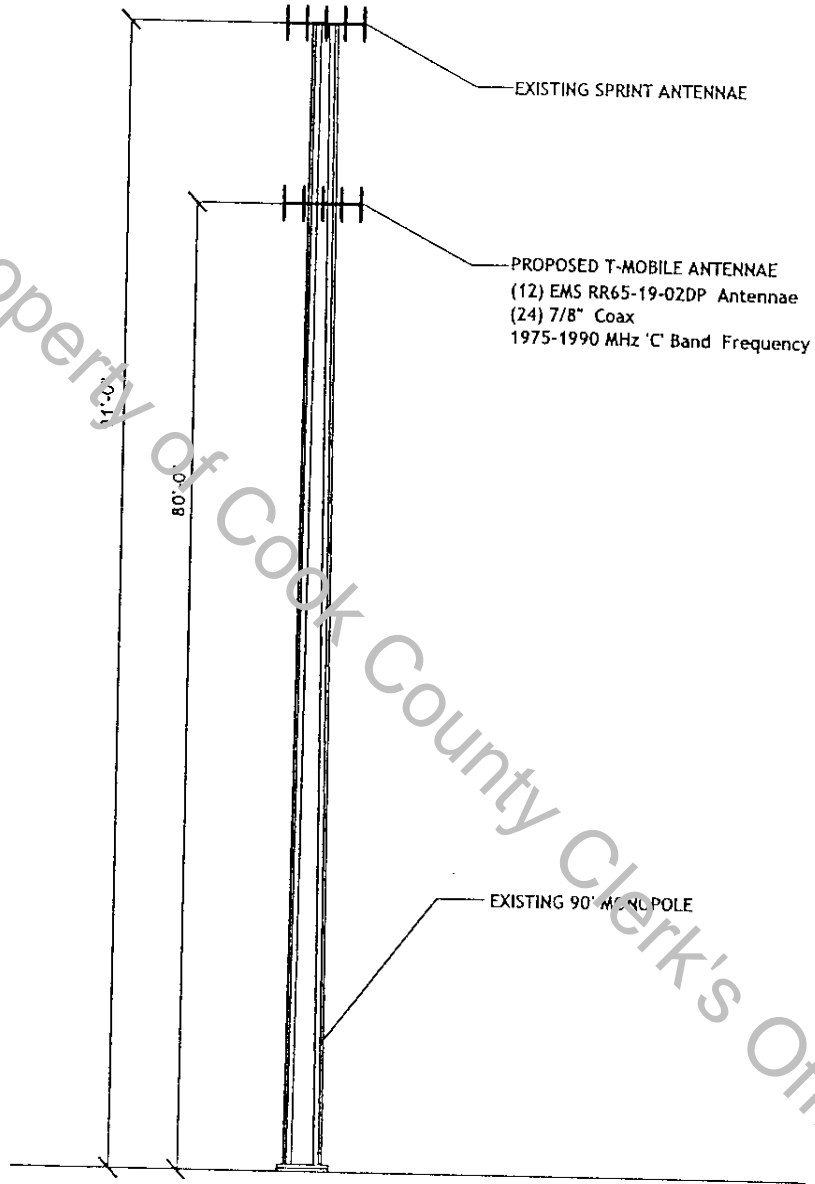


Property of Cook County Clerk's Office

# UNOFFICIAL COPY

CH13XC009 T-MOBILE CH21-598C

TOWER ELEVATION



Property of Cook County Clerk's Office

SCALE: N.T.S.



*Sprint Sites USA*

5600 N. River Rd  
SUITE 300  
ROSEMONT, IL. 60018

FAX: (647) 318-3038

# UNOFFICIAL COPY

Attachment 3 to the SLA

Equipment Building/Ground Space  
And Right-of-Way Description

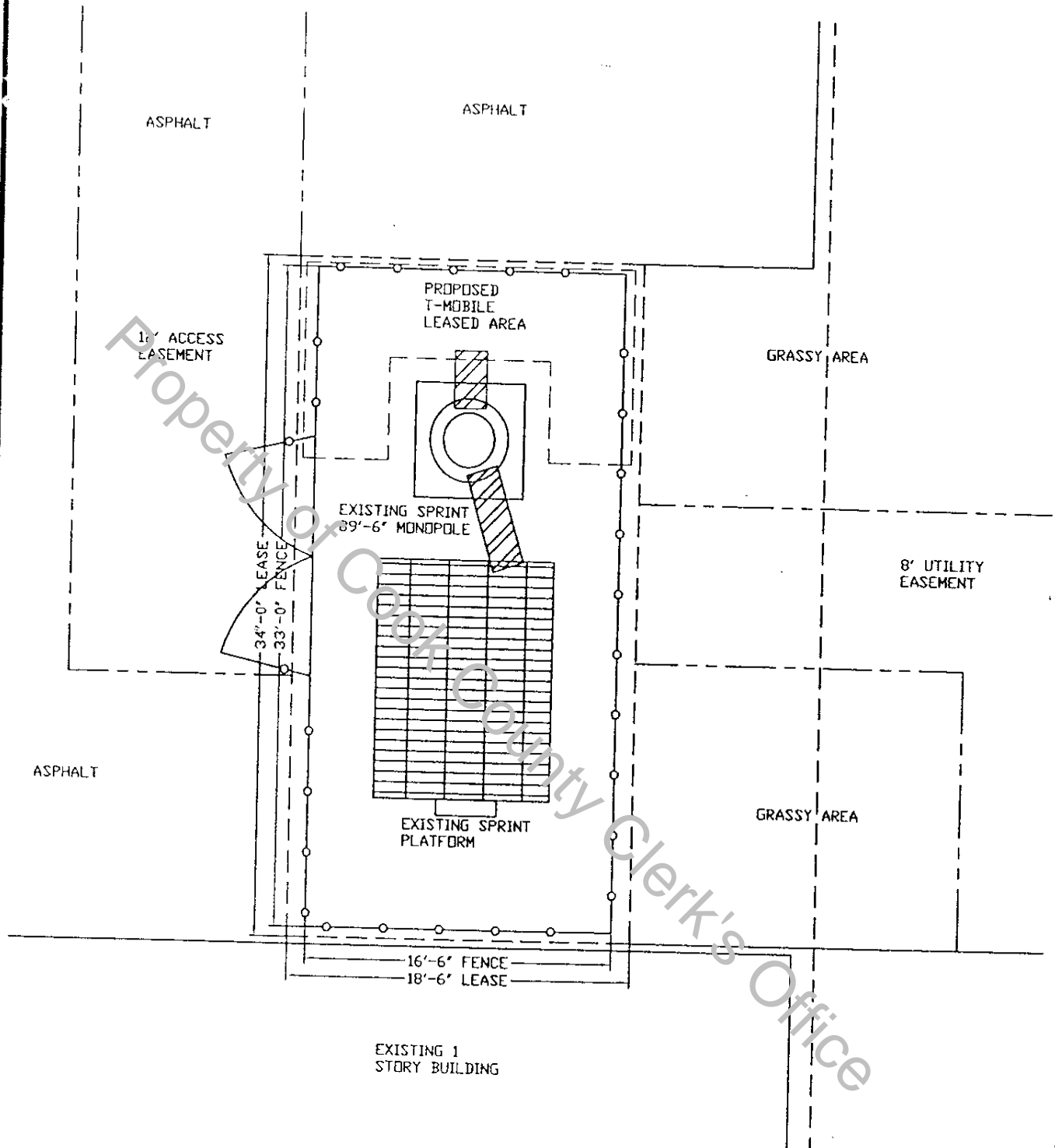


Property of Cook County Clerk's Office

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CH13XC009 T-MOBILE CH21-598C

SITE PLAN



LANDOWNER SIGNATURE: \_\_\_\_\_

SCALE:

DRAWN BY: MJL

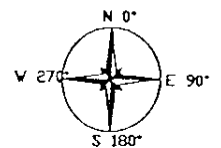
DATE: 05/19/03



**Sprint Sites USA**

5600 N. RIVER RD  
SUITE 300  
ROSEMONT, IL 60018

FAX: (847) 318-3038





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Attachment 4 to the SLA

Ground Lease

See attached Amendment to and Consent to  
Assignment of Option and Site Lease Agreement dated  
April 22, 2003

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## PCS SITE AGREEMENT

April 99

Site Name Dell's Apparel Inc., an Illinois Corporation

Site I. D. CH13XC009F

1. **Premises and Use.** Owner leases to SprintCom, Inc., a Kansas corporation ("SprintCom"), the site described below:  
 (Check appropriate box(es))  
 Land consisting of approximately \_\_\_\_\_ square feet upon which SprintCom will construct its  equipment base station and  antenna structure;  
 Building interior space consisting of approximately \_\_\_\_\_ square feet;  
 Building exterior space for attachment of antennas;  
 Building exterior space for placement of base station equipment;  
 Tower antenna space between the \_\_\_\_\_ foot and \_\_\_\_\_ foot level on the Tower;  
 Space required for cable runs to connect PCS equipment and antennas, in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SprintCom, source of electric and telephone facilities. The Site will be used by SprintCom for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and one above ground propane tank), related fixtures and, if applicable to the Site, an antenna structure. SprintCom will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SprintCom will have access to the Site 24 hours per day, 7 days per week.
2. **Term.** The term of this Agreement (the "Initial Term") commences on the date ("Commencement Date") both SprintCom and Owner have executed this Agreement and terminates on November 30, 2002. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of 5 years each, unless SprintCom provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.
3. **Rent.** Rent will be paid in equal monthly installments of \$800.00 (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by fifteen percent (15%). Rent due hereunder shall be paid on or before the first day of each month. In the event SprintCom fails to make a Rent payment within ten (10) days of the due date, SprintCom shall pay to Owner a late fee equal to four percent (4%) of the amount of the delinquent payment.
4. **Title and Quiet Possession.** Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SprintCom is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SprintCom is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment. Owner acknowledges that SprintCom has its permission to sublease space for its Site from AT&T.
5. **Assignment/Subletting.** SprintCom shall not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, SprintCom shall have the right to sublease or assign its rights under this Agreement to any of its subsidiaries, affiliates or successor legal entities or to any entity acquiring all or substantially all of the assets of SprintCom or to any subsidiary or affiliate of Sprint Corporation without prior notice to or consent of Owner.
6. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SprintCom are to be sent to: SprintCom, Inc., Attention: Director-Network Real Estate, 1200 Main Street, Kansas City, Missouri 64105, with a copy to Sprint Spectrum L.P., 9801 West Higgins Road, Rosemont, IL 60018. Notices to Owner must be sent to the address shown underneath Owner's signature.
7. **Improvements.** SprintCom may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system; provided, however, SprintCom shall give Owner ten (10) business days prior written notice of any major improvements to the Site. Owner agrees to cooperate with SprintCom, at no cost to Owner, with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SprintCom shall remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.
8. **Compliance with Laws.** Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SprintCom will substantially comply with all applicable laws relating to its possession and use of the Site.
9. **Interference.** SprintCom will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SprintCom desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SprintCom's then existing equipment or (b) encroaches onto the Site.
10. **Utilities.** SprintCom will pay for all utilities used by it at the Site. Owner will cooperate, at no cost to Owner, with SprintCom in SprintCom's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.
11. **Termination.** SprintCom may terminate this Agreement at any time by giving sixty (60) days' prior written notice to Owner without further liability. SprintCom does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easement required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SprintCom, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.
12. **Default.** If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.
13. **Indemnity.** Owner and SprintCom each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.
14. **Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SprintCom will not introduce or use any such substance on the Site in violation of any applicable law.
15. **Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SprintCom from the holder of any such mortgage or deed of trust.
16. **Taxes.** SprintCom will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SprintCom will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SprintCom within 60 days after receipt of satisfactory documentation indicating calculation of SprintCom's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property or Owner of which the Site is a part.
17. **Insurance.** SprintCom will procure and maintain commercial general liability insurance, with limits of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance, naming Owner as an additional insured, to be furnished to:

**UNOFFICIAL COPY**

Owner upon the Commencement Date. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

OWNER: DaimlerChrysler Corp., an Illinois Corporation

By: Jeffrey J. Bullock CEO

Its: \_\_\_\_\_  
S.S./Tax No.: 36-2601-557

Address: 913 Greenwood, Glenview, IL 60025

Date: April 27, 2000

18. Maintenance. SprintCom will be responsible for repairing and maintaining the PCS system and any other improvements installed by SprintCom at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SprintCom for the reasonable costs incurred by SprintCom to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition. SprintCom shall repair any damage to the Site or Owner's Property caused by SprintCom at its sole cost and expense.

SPRINTCOM, INC., a Kansas corporation

By: James D. Wilgus  
Its: \_\_\_\_\_  
DIRECTOR OF SITE DEVELOPMENT

Date: 5/1/00

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by SprintCom, Owner agrees promptly to execute and deliver to SprintCom a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding to court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party. (g) SprintCom shall repair any damage to the property caused by SprintCom's testing, installation, maintenance or removal of its PCS equipment, normal wear and tear expected.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

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## EXHIBIT A

April 99

Site Name Dell's Apparel Inc., an Illinois Corporation

PCS Site Agreement

Site I. D. CH13XC009F

### Site Description

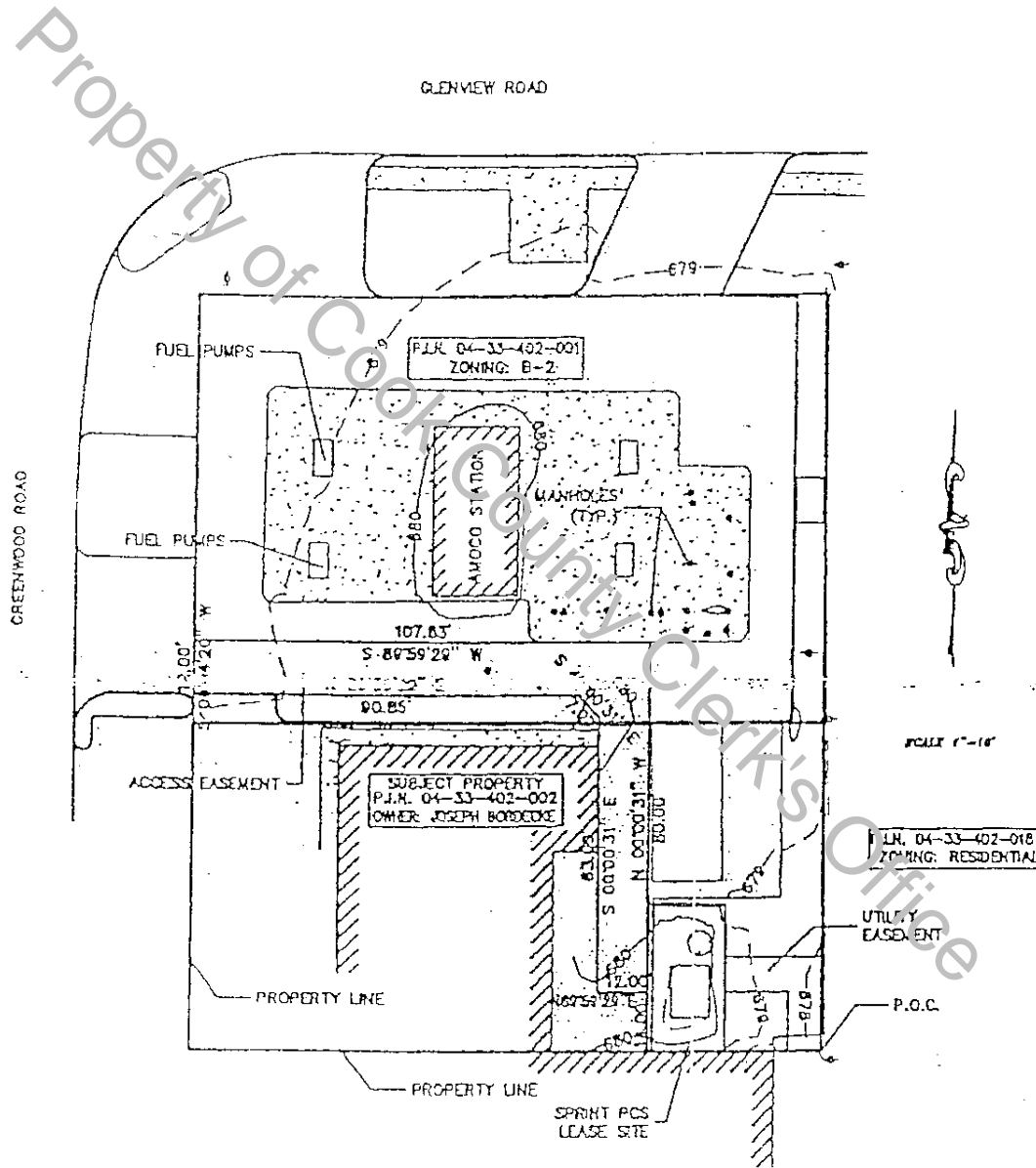
Site situated in the City of Glenview, County of Cook, State of Illinois, commonly described as follows:

913 Greenwood, Glenview, IL 60029  
04-33-402-002

Legal Description:

SEE ATTACHED LEGAL DESCRIPTION

Sketch of Site:



Owner Initials

*J.P. Bobdecke*

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.]

**UNOFFICIAL COPY****EXHIBIT A**

April 99

Site Name: Dell's Apparel Inc., an Illinois Corporation PCS Site Agreement

Site I. D. CH13XC009F

**Legal Description Attachment****LEASE PARCEL**

THAT PART OF LOT 2 IN ARTHUR T. MCINTOSH'S GLENVIEW COUNTRYSIDE, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER LYING EAST OF THE EAST LINE OF THE RIGHT-OF-WAY OF GREENWOOD ROAD, OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S89°59'29"W ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 8.00 FEET; THENCE N00°04'20"E ALONG A LINE THAT IS 8.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 A DISTANCE OF 13.50 FEET; THENCE S89°59'29"W 15.56 FEET TO THE POINT OF BEGINNING; THENCE S00°00'31"E 13.50 FEET; THENCE S89°59'29"W 18.50 FEET; THENCE N00°00'31"W 34.00 FEET; THENCE N89°59'29"E 18.50 FEET; THENCE S00°00'31"E 20.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 629 SQUARE FEET.

**ACCESS EASEMENT**

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**UTILITY EASEMENT**

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# UNOFFICIAL COPY

## AMENDMENT TO AND CONSENT TO ASSIGNMENT OF OPTION AND SITE LEASE AGREEMENT

This Amendment to Option and Site Lease Agreement ("Amendment") is made and entered into as of the 22<sup>nd</sup> day of April, 2003 ("Effective Date"), by and between SprintCom, Inc., a Kansas corporation ("SprintCom"), and Dells Apparel, Inc., an Illinois corporation ("Landlord").

### RECITALS

A. AT&T Wireless PCS, Inc. ("AT&T") leased from Landlord certain real property in Cook County, Illinois pursuant to an Option and Site Lease Agreement dated March 20, 1997 and amended on June 4, 1997 ("Agreement").

B. AT&T subsequently assigned its interest in the Agreement to SprintCom by way of a Bill of Sale and Assignment dated April 14, 2003 ("Assignment Agreement").

C. SprintCom and Landlord desire to amend the Agreement on the terms and conditions contained herein 1) to enable SprintCom to sublease ground space to one other entity ("Co-Locator") which will enable SprintCom to allow Co-Locator to co-locate with SprintCom on the Site; 2) to increase the Rent, as currently defined in the Agreement; and 3) for Landlord to consent to the Assignment Agreement as required by the terms of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties hereby agree as follows:

1. The effective date of this Agreement shall be the date first above written.
2. The following is hereby added to the end of paragraph 1 of the Agreement:

"Tenant may, at its expense, Make such improvements on the Premises as it deems necessary from time to time for the operation of the Antenna facilities; provided however, Tenant shall give Landlord five (5) business days prior notice of purported major additions to the Premises. No such additions shall be made without the consent of the Landlord within five (5) business days of notice; such approval will not be unreasonably withheld."

3. The last sentence of paragraph 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Tenant may extend the Lease, on the same terms, for four (4) successive "Additional Terms" of five (5) years each, automatically, unless Tenant gives Landlord written notice at least ninety (90) days prior to the expiration of the then current term of its intention not to extend the Lease."

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4. As of the Effective Date, the Rent due to Landlord pursuant to Paragraph 5 of the Agreement shall be amended to a monthly amount of One Thousand Seven Hundred Twenty-Five Dollars (\$1,725.00). SprintCom's first rental payment shall be due and payable thirty (30) days from the Effective Date. Partial months will be prorated. Thereafter, Rent will be paid as follows:

- Effective Date through year 10 of the Agreement (remainder of First Renewal Option) Rent shall be \$1725.00 per month
- 2<sup>nd</sup> Renewal Option (years 11-15) Rent shall be 1983.75 per month
- 3<sup>rd</sup> Renewal Option (years 16-20) Rent shall be 2281.31 per month
- 4<sup>th</sup> Renewal Option (years 21-25) Rent shall be 2623.51 per month.

5. The "Exhibit C" rent schedule is hereby deleted in its entirety.

6. <sup>4.</sup> Pursuant to the requirements of paragraph 12 of the Agreement, Landlord hereby consents to the assignment of the Agreement from AT&T to SprintCom by way of the Assignment Agreement.

*YES*

7. <sup>5.</sup> Pursuant to the requirements of Paragraph 12 of the Agreement, Landlord hereby consents to SprintCom's sublease of a portion of the Property to one Co-Locator. Should SprintCom desire to sublease space to any additional co-locators, Landlord reserves the right to condition consent to such sublease upon the receipt of additional rent.

8. <sup>6.</sup> Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

"All notices must be in writing and are effective when deposited in US Mail, certified and postage prepaid, or when sent via over night delivery to the following addresses:

If to SprintCom: National Lease Management  
6391 Sprint Parkway  
Mailstop KSOPHT0101-Z2650  
Overland Park, Kansas 66251-2650

With copies to: 6391 Sprint Parkway  
MS: KSOPHT0101-Z2020  
Overland Park, KS 66251-2020  
Attention: Business Law Group

If to Landlord: Dell's Apparel, Inc.  
701 Glenwood Lane  
Glenview, IL 60025  
Attn: Carol Brdecka

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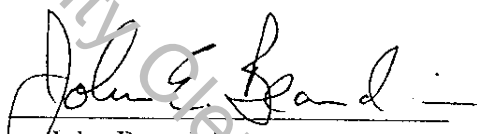
a. 7. A new paragraph 15 is hereby added to the Agreement as follows:

“15. Landlord and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys’ fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Premises by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this paragraph will survive the termination of this agreement.”

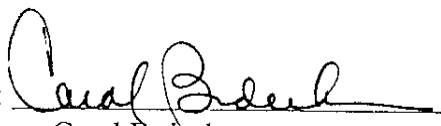
10. 8. All capitalized terms not defined herein shall have the meaning given to such terms in the Agreement. Except as explicitly amended hereby, the Agreement remains in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, as amended hereby.

IN WITNESS WHEREOF, SprintCom and Owner have executed this Amendment as of the date first above written

**SPRINTCOM, INC.**  
A Kansas corporation  
By **Sprint Spectrum L.P.**  
d/b/a **Sprint Sites USA<sup>SM</sup>**, its Agent

By:   
Name: John Beaudoin  
Title: Director – National Property & Lease Management

**DELL’S APPAREL, INC.**

By:   
Name: Carol Brdecka  
Title: President



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## Attachment 6 to the SLA

### Sprint Spectrum - Contact List

<u>Name</u>	<u>Address</u>	<u>Contact Number</u>
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Sprint National Lease Management  
6391 Sprint Parkway  
Mailstop KSOPHT0101-Z2650  
Overland Park, Kansas 66251-2650  
Sprint PCS Site No.: CH13XC009

With a copy to:

Sprint Law Department  
6391 Sprint Parkway  
Mailstop: KSOPHT0101-Z2020  
Overland Park KS 66251-2020  
Attention: Sprint PCS Real Estate Attorney  
Sprint PCS Site No.: CH13XC009

Sprint Sites USA  
5600 N. River Road  
3<sup>rd</sup> Floor  
Rosemont IL 60018-5156

### VoiceStream GSM I Operating Company – Contact List

PCS Lease Administrator	12920 SE 38 <sup>th</sup> Street Bellevue, WA 98006	(952) 833-4078-Phone ((952) 833-4047-Fax
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Sprint Site: CH13XC009  
VoiceStream Site: CH21-598C

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## Attachment 7 to the SLA

### Fee Schedule

	Monthly Fee
Base Monthly Fee	Configuration: 12 EMS Antennas – 24 lines of 7/8" Ground Space: 20' x 10' (Inside Sprint's compound)  Tower and Ground: \$1550.00/month
Land Owner's Share of Monthly Fee	Total Landlord monthly fee to Land Owner 0/month (revenue sharing to Land Owner)  Tenant share of Landlord monthly Fee to Land Owner 0/month  Landlord net monthly fee to Land Owner 0/month
Total Monthly Fee Plus Tenant share of Landlord fee to Land Owner	\$1550.00 Monthly Fee + \$ 0 Tenant share of Landlord monthly fee to Owner
Total Monthly Fee due	<u>\$1,550.00 per month with a 3% annual increase</u>  Please send the above fee payable to Landlord at:  Sprint Spectrum L.P. Dept. CH10232 Palatine, IL 60055-0232

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## EXHIBIT "B" TO THE MASTER COLLOCATION SUBLEASE AGREEMENT

### Memorandum of Site Lease Acknowledgment (Lease)

Site Name: Dell's Apparael Inc.

Site I.D.: CH13XC009

This Memorandum evidences that a sublease was made and entered into by written Site Lease Acknowledgment dated 7 July, 2013 ("SLA") between SprintCom, Inc., a Kansas Corporation ("Landlord") and VoiceStream GSM I Operating Company, LLC a Delaware Limited Liability Company ("Tenant"), the terms and conditions of which are incorporated herein by reference.

The SLA provides in part that Landlord leases to Tenant a portion of a certain site ("Site") located on 913 Greenwood, Glenview, Cook County, Illinois ("Owner") which is described in Attachment "I" attached hereto, with grant of rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on \_\_\_\_\_, 20\_\_\_\_ which term may be subject to four (4) additional five (5) year extension periods by Tenant.

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

#### LANDLORD

**SPRINTCOM, INC., a Kansas Corporation**

By: Charlie Douglass  
Name: Charlie Douglass

Title: Director, Central Region

Address:

~~Sprint Sites USA  
9801 W. Higgins Rd., Ste. 540  
Rosemont, IL 60018~~ CW

#### TENANT

**VOICESTREAM GSM I OPERATING COMPANY,  
L.L.C., A DELAWARE LIMITED LIABILITY COMPANY**

By: Rajesh Tank  
Name: Rajesh Tank

Title: Executive Director of Engineering & Operations

Address:

Sprint Site: CH13XC009

VoiceStream Site: CH21-598C

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## Attachment "I" To The Memorandum Of Site Lease Acknowledgement

Site Name: Dell's Apparel Inc.

Site ID.: CH13XC009

### Legal Description of the Premises:

#### LEASE PARCEL

THAT PART OF LOT 2 IN ARTHUR T. MCINTOSH'S GLENVIEW COUNTRYSIDE, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER LYING EAST OF THE EAST LINE OF THE RIGHT-OF-WAY OF GREENWOOD ROAD, OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S89°59'29"W ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 8.00 FEET; THENCE N00°04'20"E ALONG A LINE THAT IS 8.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 A DISTANCE OF 13.50 FEET; THENCE S89°59'29"W 15.56 FEET TO THE POINT OF BEGINNING; THENCE S00°00'31"E 13.50 FEET; THENCE S89°59'29"W 18.50 FEET; THENCE N00°00'31"W 34.00 FEET; THENCE N89°59'29"E 18.50 FEET; THENCE S00°00'31"E 20.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 629 SQUARE FEET.

#### ACCESS EASEMENT

THAT PART OF LOTS 1 AND 2 IN ARTHUR T. MCINTOSH'S GLENVIEW COUNTRYSIDE, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER LYING EAST OF THE EAST LINE OF THE RIGHT-OF-WAY OF GREENWOOD ROAD, OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S89°59'29"W ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 8.00 FEET; THENCE N00°04'20"E ALONG A LINE THAT IS 8.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 A DISTANCE OF 13.50 FEET; THENCE S89°59'29"W 15.56 FEET; THENCE S00°00'31"E 13.50 FEET; THENCE S89°59'29"W 18.50 FEET; THENCE N00°00'31"W 13.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'31"W 80.00 FEET; THENCE S89°59'29"W 107.83 FEET TO A POINT ON THE AFORESAID EAST RIGHT-OF-WAY LINE OF GREENWOOD ROAD; THENCE S00°04'20"W ALONG SAID EAST LINE 12.00 FEET; THENCE N89°59'28"E 90.84 FEET; THENCE S45°00'31"E 7.07 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST WALL OF A BUILDING; THENCE S00°00'31"E ALONG SAID WALL AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF 63.00 FEET; THENCE N89°59'29"E 12.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 2123 SQUARE FEET.

#### UTILITY EASEMENT

THAT PART OF LOT 2 IN ARTHUR T. MCINTOSH'S GLENVIEW COUNTRYSIDE, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER LYING EAST OF THE EAST LINE OF THE RIGHT-OF-WAY OF GREENWOOD ROAD, OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S89°59'29"W ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 8.00 FEET; THENCE N00°04'20"E ALONG A LINE THAT IS 8.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 A DISTANCE OF 13.50 FEET; THENCE S89°59'29"W 15.56 FEET; THENCE N00°00'31"W 13.50 FEET; THENCE S89°59'29"W 18.50 FEET; THENCE N00°00'31"W 34.00 FEET; THENCE N89°59'29"E 18.50 FEET; THENCE S00°00'31"E 20.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY,

Sprint Site: CH13XC009

VoiceStream Site: CH21-598C

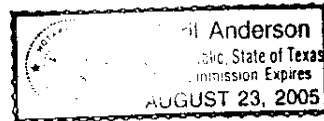
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STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2003 by Charlie Douglass, on behalf of Sprint.com.

April Anderson  
Notary Public



STATE OF ILLINOIS

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2003 by KASTANK, on behalf of \_\_\_\_\_.

Rewin Blair  
Notary Public



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Attachment 2 to the SLA

Location of Antennas

