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Doc#: 0527303019 Fee: \$50.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/30/2005 11:35 AM Pg: 1 of 14

Prepared by and when recorded, return to:
Melissa Buda, Esq. @ Global Signal
301 N. Cattlemen Rd, Sarasota, FL 34232

Instrument:
Declaration

Dated:
As of the earliest notarization, but effective as of ___/___/05

Tower #:
3016828

Premises:
2411 OAKTON STREET

Attached is a true and correct copy of a document between the CITY OF PARK RIDGE {Landlord, and to be indexed as Grantor} and SPRINTCOM, INC. {Tenant, and to be indexed as Grantee}, submitted herewith for purposes of clarifying and providing constructive notice of matters relating to the estate or interest of the undersigned in real property.

In witness whereof, the undersigned, by its duly elected officer(s) and pursuant to proper authority of its board of directors, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

TENANT:

SPRINTCOM, INC.,
a Kansas corporation

By: *Monica E. Rademacher*

Name: Monica E. Rademacher

Title: Assistant Secretary

*SY
P14
MY
BMR*

WOSC


TENANT BLOCK

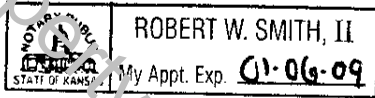
TENANT BLOCK

State of Kansas }

County of Johnson }

This instrument was acknowledged before me on July 13, 2005 by Monica E. Rademacher as Assistant Secretary of Sprint.com, Inc.


Notary Public



(Seal, if any)

My appointment expires: 01-06-09

Property of Cook County Clerk's Office

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Recording requested by
and when recorded
return to:

Global Signal Inc.
301 North Cattleman Road
Suite 300
Sarasota, FL 34232
Attn: General Counsel

AGREEMENT REGARDING GROUND LEASE

THIS AGREEMENT REGARDING GROUND LEASE (this "Agreement") is made as of 5/24, 2005, between the party identified as "Landlord" on the signature page hereof and SPRINTCOM, INC., a Kansas Corporation ("Tenant").

RECITALS:

A. Landlord and Tenant are now parties to that certain PCS SITE AGREEMENT dated August 19, 1998, a copy of which is annexed hereto as Exhibit A (the "Lease"), covering certain real property more particularly described on Exhibit A attached hereto (the "Property");

B. Pursuant to an agreement dated February 14, 2005 by and among Tenant, certain subsidiaries of Tenant and Global Signal, Inc., the Lease and the property related thereto (the "Premises") will be assigned to an affiliate of Tenant ("Tenant Affiliate"); and, after such assignment, the references to Tenant herein shall apply to Tenant Affiliate;

C. Pursuant to a sublease (the "Sublease"), Tenant Affiliate will sublease its entire interest in the Lease to an affiliate of Global Signal ("Subtenant") in exchange for certain prepaid consideration and Subtenant will then leaseback to Tenant (and/or one or more of its affiliates) the portion of the leased premises on which Tenant's telecommunications equipment is currently located in exchange for certain ongoing payments (collectively, the "Lease and Lease Back Transaction");

D. Certain lenders (each, together with their successors and assigns, a "Lender") may make a loan to Subtenant or certain of its affiliates secured by a mortgage or other security instrument encumbering Subtenant's interest in the Sublease; and

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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1. Consent. To the extent any such consent is required by the Lease, Landlord hereby consents (a) to the assignment of the Lease from the original tenant under the Lease (an affiliate of Tenant) to Tenant (b) to the acquisition by Tenant Affiliate (or any affiliate thereof), directly or indirectly, of Tenant's interest in the Lease, (c) to the Sublease (and the recording of a memorandum of the Sublease) and (d) to the Lease and Lease Back Transaction.

2. Estoppel Certificate. Landlord certifies that (and Lender may rely on such representations) the following statements are true as of the date hereof:

(a) Tenant is the current tenant under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit A), and the Lease is in full force and effect and contains the entire agreement between Landlord and Tenant with respect to the Property. Landlord is either the owner of the fee simple interest in the Property or the holder of a valid leasehold interest in the property and the person or entity signing on behalf of Landlord is authorized to do so and no other person or entity's signature is required to bind Landlord.

(b) No default exists under the Lease on the part of Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

(c) No payments to Landlord are required under the Lease for the Lease and Lease Back Transactions or otherwise in connection with the above consents.

3. Agreement with Respect to the Lease and Sublease. Landlord hereby agrees with respect to the Lease as follows:

(a) Lender and Subtenant shall have all of the rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, and shall have the right to assign the Sublease subject to Landlord's consent which shall not be unreasonably withheld, conditioned or delayed.

(b) Landlord shall deliver to any Lender and Subtenant (in each case at such address as shall be designated in writing to Landlord) a copy of any default notice given by Landlord to Tenant under the Lease. No default notice from Landlord to Tenant shall be deemed effective as against any Lender or Subtenant unless received by such Lender or Subtenant.

(c) If Tenant defaults on any monetary obligations under the Lease, Landlord shall accept a cure thereof by any Lender or Subtenant within ten (10) days after delivery of notice of such defaults. For non-monetary defaults, Landlord shall accept a cure thereof by any Lender or Subtenant within thirty (30) days after delivery of notice of such defaults. If curing such non-monetary default requires access of the Property, then Landlord agrees to give the Lender or Subtenant a reasonable time to obtain access of the Property and Lender or Subtenant shall have thirty (30) days after such access to cure such default. If the non-monetary default may not reasonably be cured within a 30 day period, the Lease may not be terminated if Lender or Subtenant commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

(d) Landlord acknowledges none of Tenant or Tenant Affiliate may terminate, surrender or cancel the Lease except as provided in the Lease and may not amend the Lease in a manner that materially increases the liability or obligations of Tenant or Tenant Affiliate or decreases the rights of Tenant or Tenant Affiliate without the prior written consent of Lender.

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(e) If the Lease is terminated by Landlord for any reason, or otherwise rejected in bankruptcy, Landlord will enter into a new lease with either Lender or Subtenant on the same terms as the Lease, provided that all past due amounts under the Lease are paid to Landlord within 30 days of notice to Lender and Subtenant of such termination; however, Landlord will not be required to enter into a new lease if Landlord terminates the Lease as a result of Tenant's default.

4. Memorandum of Lease. To the extent the Lease or a memorandum thereof has not previously been recorded, this Agreement shall constitute a "memorandum of lease" under applicable State law and may be recorded in the applicable public records, the provisions of the Lease (with certain financial terms redacted therefrom) being as set forth on Exhibit A annexed hereto and made a part hereof.

5. Notices. All notices sent to any Lender or Subtenant shall be in writing and sent by United States mail postage prepaid or other reputable courier service at the following address: c/o Global Signal Inc., 301 North Cattlemen Road, Suite 300, Sarasota, FL 34232, Attn: General Counsel; or to such other address as Lender or Subtenant shall have notified Landlord in writing.

6. Miscellaneous.

(a) If this Agreement is inconsistent with the Lease, this Agreement shall control.

(b) This Agreement shall be binding upon Landlord and its successors and shall benefit each of Lender and Subtenant and their respective successors and assigns.

(c) This Agreement may not be amended or modified except by a written agreement executed by Landlord, any Lender and Subtenant. This Agreement may be executed in any number of separate counterparts and all signatures need not be on the same counterpart.

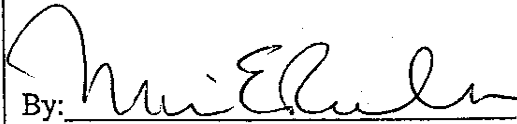
(d) The parties acknowledge that, notwithstanding the Sublease to the Subtenant, Tenant shall remain responsible to the Landlord for Tenant's obligations under the Lease.

[SIGNATURE PAGES FOLLOW]

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TENANT

IN WITNESS WHEREOF, the undersigned, pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as its true act and deed.

	<p>SPRINTCOM, INC., a Kansas Corporation</p> <p>By: </p> <p>Name: <u>Monica E. Rademacher</u></p> <p>Title: <u>Assistant Secretary</u></p>
--	--

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LANDLORD

IN WITNESS WHEREOF, the undersigned has duly executed, acknowledged and delivered this instrument as of the day and year above written.

	<p>LANDLORD:</p> <p>CITY OF PARK RIDGE</p> <p>By: <u><i>[Signature]</i></u></p> <p>Name: <u><i>Tommy W. Schweitzer</i></u></p> <p>Title: <u><i>city manager</i></u></p>
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Property of Cook County Clerk's Office

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PCS SITE AGREEMENT

Version 4

July 98

Site Name 2411 Oakton St.Site I. D. 280G

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, 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") is 5 years, commencing on the date ("Commencement Date") both SprintCom and Owner have executed this Agreement. 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. Notwithstanding anything to the contrary contained in this Agreement, all sums due to Owner under this Agreement shall be paid to the order of and delivered to City of Park Ridge at the following address: Finance Director, 505 Butler Place, Park Ridge, Illinois 60068.

3. Rent. Until the earlier of (a) that date which is 30 days after the issuance of a building permit, or (b) the first day of the month following the commencement of the physical preparation of the Site, (the "Full Rent Commencement Date"), the rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of \$2,000.00 (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 _____ percent (_____%). shall be increased on each anniversary of the Full Rent Commencement Date by an amount equal to the aggregate percentage increase in the CPI during the immediately preceding year (measured from the period beginning fourteen (14) full calendar months prior to the adjustment date and ending two (2) full calendar months prior to the adjustment date). "CPI" means the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items (1982-84=100) published by the United States Department of Labor Statistics for a reasonably equivalent index if such index is discontinued). In no event will the amount of the monthly rent due under this Agreement following such adjustment be less than the monthly rent during the preceding year.

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 SprintCom's PCS equipment.

5. Assignment/Subletting. Tenant shall not have the right to sublease or assign its rights under this Agreement without notice to and consent of Owner, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that SprintCom shall have the right to sublease or assign its rights under this Agreement to any of its subsidiaries, affiliates or successor legal entities, to any entity that acquires all or substantially all of SprintCom's assets in the Chicago, Illinois market area, or to SprintCom's parent company, Sprint Corporation, or any of its subsidiaries or affiliates, without 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, 2nd Floor, Rosemont, Illinois 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. Owner agrees to cooperate with SprintCom with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SprintCom ~~may~~ 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, including without limitation posting requirements of the Federal Communications Commission.~~

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. ~~Owner represents that utilities adequate for SprintCom's use of the Site are available. SprintCom will pay for all utilities used by it at the Site. Owner will cooperate 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 notice to Owner without further liability if SprintCom does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements 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 or continue to use the Site due to:~~ (a) technical interference which cannot

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be effectively or economically eliminated; (b) current technological conditions or system requirements or future changes in technology or system requirements which render the Site ineffective or unnecessary in SprintCom's network's operations; or (c) results of any testing or investigations at the Site that reveal soil or other conditions which SprintCom finds unacceptable. 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) 10 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 each 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 shall request that each holder of any such mortgage or deed of trust execute, in recordable form, a non-disturbance agreement reasonably acceptable to SprintCom from the holder of any such mortgage or deed of trust, which SprintCom may record in the real estate records of the county in which the Site is located.

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 of Owner of which the Site is a part. Owner shall deliver a copy of any tax bill or notice of reassessment to SprintCom within thirty (30) days of Owner's receipt of the same, but in no event later than fifteen (15) days prior to the deadline date for filing any objection or protest thereto. SprintCom shall have the right, at its own expense, and, if necessary, in the name of but without expense to Owner, to contest, by appropriate proceedings, conducted with due diligence and in good faith, the validity of the amount of taxes or reassessment, as applicable, to the Site.

17. **Insurance.** SprintCom will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of

insurance to be furnished to Owner within 30 days of written request. Owner shall be named as an additional insured of such policy. 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. SprintCom shall require that each of its contractors and their sub-contractors who perform work on the Site carry adequate workers' compensation and liability insurance.

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.

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 in 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.

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.

21. **Not A Franchise.** This Agreement is not a franchise nor is it a permit to use the rights-of-way within the City of Park Ridge.

22. **Other Fees or Taxes.** The Rent provided for in this Agreement is in addition to any other fees or taxes which SprintCom may owe to Owner.

23. **As Built Drawings.** Upon completion of initial construction and any subsequent modification, SprintCom shall provide to Owner as-built drawings of its equipment.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B and None

Attach Exhibit A - Site Description

Attach Exhibit B - Memorandum of PCS Site Agreement

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OWNER: CITY OF PARK RIDGE

By: *Ronald W. Wietecha*

Its: MAYOR

S.S./Tax No.: 36-6006041

Address: 505 Butler Place
Park Ridge, Illinois 60068

Date: 8-19-98

SPRINTCOM, INC., a Kansas corporation

By: *James W. Mayers*

Its: Area Manager

Date: 8/18/98

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Version 1

EXHIBIT A

March 97

Site Name 2411 Oakton St.

PCS Site Agreement

Site I. D. 260G**Site Description**Site situated in the City of Park Ridge, County of Cook, State of Illinois commonly described as follows:**Legal Description:****PROPERTY LEGAL DESCRIPTION**

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT WHERE THE SOUTH LINE OF OAKTON STREET INTERSECTS THE EAST LINE OF THE RIGHT-OF-WAY OF CHICAGO AND NORTHWESTERN RAILROAD; THENCE EAST 185.00 FEET; THENCE SOUTH IN A STRAIGHT LINE TO WHERE THE LINE INTERSECTS THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE NORTHWESTERLY ALONG THE SAID EAST LINE OF RAILROAD RIGHT-OF-WAY TO PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LEASE PARCEL LEGAL DESCRIPTION

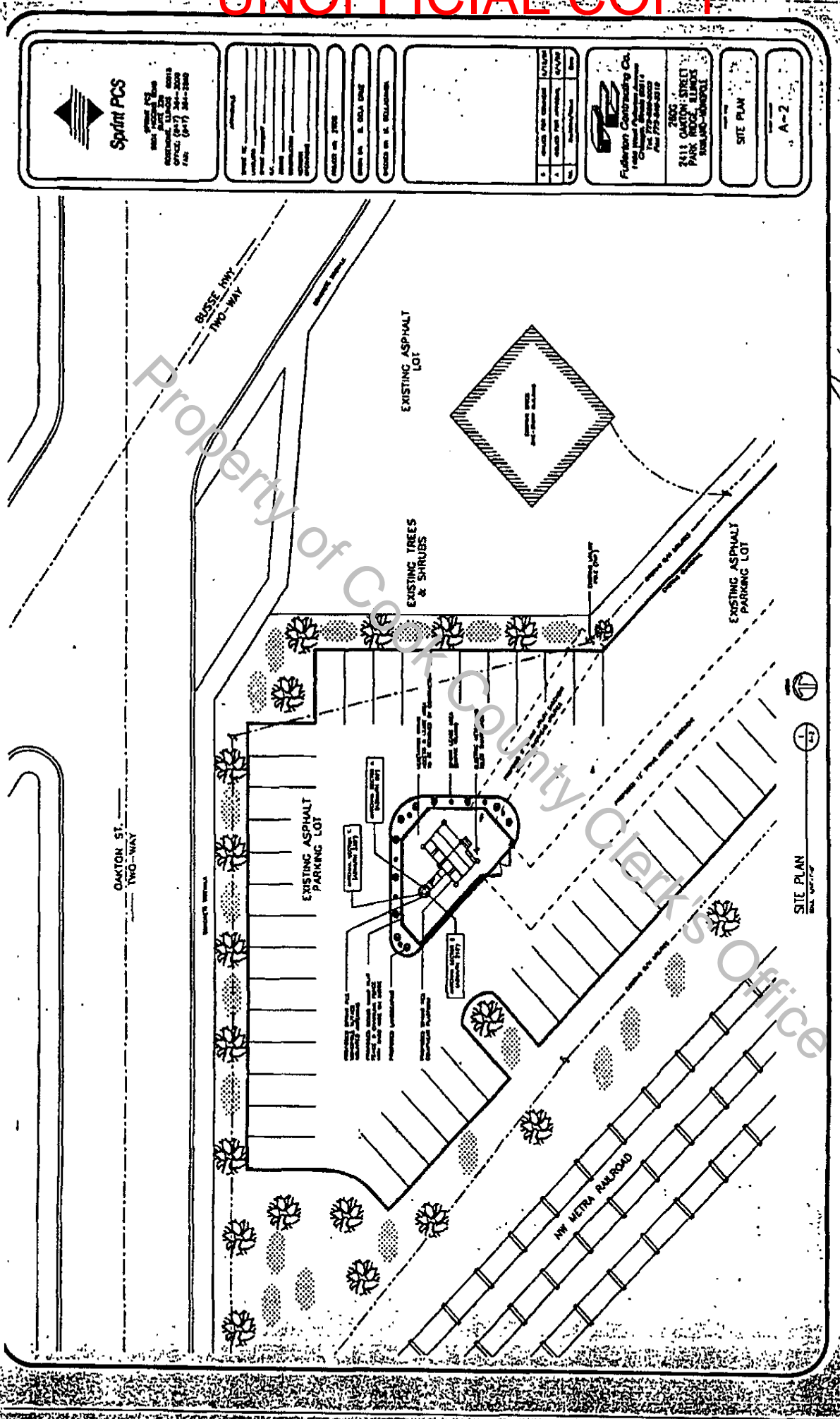
THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD WITH THE WESTERLY RIGHT-OF-WAY LINE OF EDITH STREET AS DEDICATED IN FRANK H. MUSIC'S SUBDIVISION BY DOCUMENT NO. 8559892; THENCE NORTH 00 DEGREES 02 MINUTES 36 SECONDS WEST 23.97 FEET, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF EDITH STREET; THENCE NORTH 52 DEGREES 50 MINUTES 50 SECONDS WEST 43.91 FEET; THENCE NORTH 36 DEGREES 46 MINUTES 15 SECONDS EAST 12.68 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 36 DEGREES 46 MINUTES 15 SECONDS EAST 9.65 FEET; THENCE NORTH 03 DEGREES 38 MINUTES 19 SECONDS WEST 17.67 FEET; THENCE NORTH 53 DEGREES 13 MINUTES 45 SECONDS WEST 9.79 FEET; THENCE SOUTH 87 DEGREES 27 MINUTES 05 SECONDS WEST 27.41 FEET; THENCE SOUTH 36 DEGREES 46 MINUTES 15 SECONDS WEST 5.74 FEET; THENCE SOUTH 53 DEGREES 13 MINUTES 45 SECONDS EAST 42.45 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, CONTAINING 0.017 ACRES MORE OR LESS.

Owner Initials ReeSprintCom Initials ASm

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

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

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<p>Sprint PCS 1000 WEST PLYMOUTH ST. SUITE 200 CHICAGO, IL 60601 OFFICE: (312) 344-3333 FAX: (312) 344-3340</p>		<p>OWNER: [REDACTED]</p> <p>DESIGNER: [REDACTED]</p> <p>DATE: [REDACTED]</p> <p>SCALE: [REDACTED]</p> <p>PROJECT: [REDACTED]</p>	<p>NO. OF SHEETS: [REDACTED]</p> <p>SHEET NO. [REDACTED]</p> <p>TITLE: [REDACTED]</p>	<p>DATE: [REDACTED]</p> <p>BY: [REDACTED]</p> <p>CHECKED: [REDACTED]</p> <p>SCALE: [REDACTED]</p> <p>PROJECT: [REDACTED]</p>	<p>Fullerton Contracting Co. 3800 W. 111th Street Chicago, Illinois 60648 Phone: 773-898-3119</p> <p>3800 W. 111th Street Park Ridge, Illinois 60068 Phone: 773-898-3119</p>	<p>SITE PLAN</p>	<p>A-2</p>
---	--	--	---	--	---	------------------	------------

Owner
 SprintCom

[Handwritten signature]

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Version 1

EXHIBIT B

March 97

Site Name 2411 Oakton St, Park Ridge

PCS Site Agreement

Site I. D. 260G

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated _____, 19__, between City of Park Ridge ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Owner leases to SprintCom a certain site ("Site") located at 2411 Oakton Street, City of Park Ridge, County of Cook, State of Illinois, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 19__, which term is subject to four (4) additional five (5) year extension periods by SprintCom.

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

"OWNER"

Ronald W. Wietcha

By: _____

Name: RONALD W. WIETCHA

Title: MAYOR

See Exhibit B1 for continuation of Owner signatures

Address: 505 BUTLER PLACE
PARK RIDGE, IL

Owner Initials RW

SprintCom Initials JGM

"SprintCom"

SprintCom, Inc., a Kansas corporation

By: James G. Meyers

Name: James G. Meyers

Title: Area Manager

Address: 9801 W. Higgins, Rosemont, IL

Attach Exhibit A - Site Description

UNOFFICIAL COPY

Legal Description

Property located in COOK, IL

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

Lots 1, 2, and 3 in Block 4 in Nick Schlosser's Greater Park Ridge Subdivision in the East 1/2 of the Southwest 1/4 of Section 22, Township 41 North, Range 12, East of the Third principal meridian, a plat of which subdivision was registered in the Office of the Registrar of the titles of Cook County, Illinois, February 24, 1926 as document 291853.

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10623936

Property of Cook County Clerk's Office