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Doc#: 0527303020 Fee: \$54.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/30/2005 11:37 AM Pg: 1 of 16

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

Instrument:
Declaration

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

Tower #:
3016772


Premises:
A-RELIABLE AUTO

Attached is a true and correct copy of a document between SDF LIMITED PARTNERSHIP {Landlord, and to be indexed as Grantor} and SPRINTCOM, INC., a Kansas corporation {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: 
Name: Monica E. Rademacher
Title: Assistant Secretary

SV
P16
MY
BMR

No 50

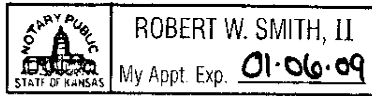
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TENANT BLOCK

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.



[Signature]
Notary Public

(Seal, if any)

My appointment expires: 01-06-09

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 4/14/, 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 21, 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 Transactions");

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 without Landlord's further consent.

(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 thirty (30) days after delivery of notice of such defaults. For non-monetary defaults, Landlord shall not terminate the Lease for so long as a Lender or Subtenant is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Property, then Landlord agrees to give the Lender or Subtenant a reasonable time to obtain possession of the Property and to cure such 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.

(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.

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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 Cattleman 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.

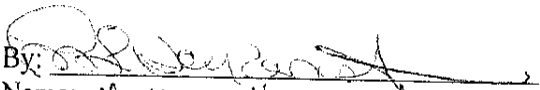
(c) This Agreement may not be amended or modified except by a written agreement executed by Landlord, any Lender and Subtenant. This Agreement may be executed in any number of separate counterparts and all signatures need not be on the same counterpart.

[SIGNATURE PAGES FOLLOW]

UNOFFICIAL COPY

LANDLORD

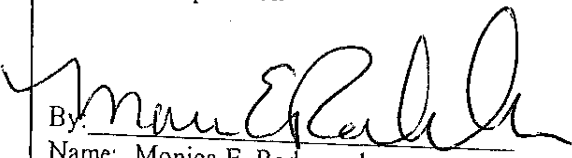
IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s) and pursuant to proper authority of the partnership has duly executed, acknowledged and delivered this instrument as its true act and deed.

<p>Property of Cook County Clerk's Office</p>	SDF LIMITED PARTNERSHIP, a limited partnership
	By: 
	Name: <u>Michelle Heckenast</u>
	Title: <u>General partner</u>

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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>Property of Cook County Clerk's Office</p>	<p>SPRINTCOM, INC., a Kansas Corporation</p>
	<p>By:  Name: Monica E. Rademacher Title: Lease Specialist II, EPS-T&PS</p>

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EXHIBIT A

Lease and Legal Description

(see attached)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Version 1

PCS SITE AGREEMENT

March 97

Site Name: **A-Reliable Auto Recycling**

Site I. D. : 86-C

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 600 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.

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 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 Seven Hundred Dollars (\$700.00) (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 Twenty percent (20%).

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.

5. **Assignment/Subletting.** Tenant shall have the right to sublease or assign its rights under this Agreement 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, 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. 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 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 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) 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 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.

UNOFFICIAL COPY

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 five (5) days of Owner's receipt of the same. 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. 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.

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.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

Attach Exhibit A - Site Description

Attach Exhibit B - Memorandum of PCS Site Agreement

OWNER: SDF Limited Partnership

By: Michelle Heckenast

Michelle Heckenast

Its: General Partner

S.S./Tax No.: 363947619

Address: 2247 West 139th Street

Blue Island, IL 60406

See Exhibit A1 for continuation of Owner signatures

Date: 3-18-98

SPRINTCOM, INC., a Kansas corporation

By: Robert Stecher

Its: President & Director

Date: Chicago / Milwaukee 8/21/98

County Clerk's Office

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Version 1

EXHIBIT A

March 97

Site Name: A-Reliable Auto Recycling

PCS Site Agreement

Site I. D.: 86-C

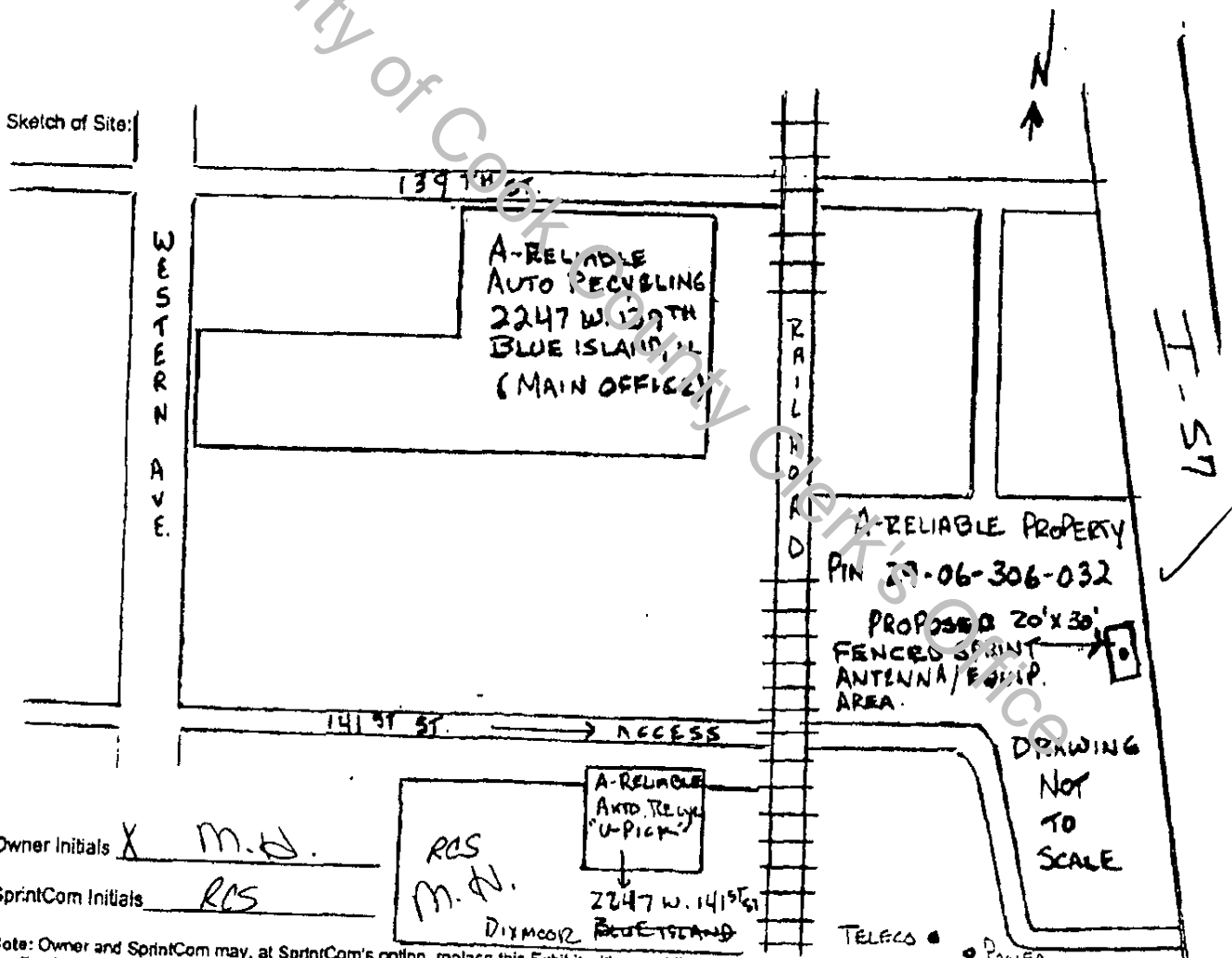
Site Description

Site situated in the City of Blue Island County of Cook, State of Illinois commonly described as follow

Legal Description:

LOTS 1, 5 TO 19 OF BLOCK 238, LOTS 1 TO 18 AND 33 TO 53 (EXCEPT THAT PART OF LOTS 15 TO 19 TAKEN FROM I-57 EXPRESSWAY) IN BLOCK 237, LOTS 1 TO 8 AND 42 TO 54 (EXCEPT THAT PART OF 4 TO 8 AND 43 TO 48 TAKEN FOR I-57 EXPRESSWAY), IN BLOCK 236, ALL IN HARVEY, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 8 SOUTH OF THE IBL AND THE NORTH FRACTIONAL 1/4 NORTH OF THE IBL NORTH OF CHICAGO AND GRAND TRUNK RAILWAY AND EAST OF THE CHICAGO AND VINCENNES ROAD IN SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, 141ST STREET FROM THE EAST SIDE OF LEAVITT AVENUE EAST TO THE I-57 EXPRESSWAY AND CALUMET AVENUE FROM THE SOUTH SIDE OF 141ST STREET TO THE I-57 EXPRESSWAY, COOPER AVENUE FROM THE NORTH SIDE OF 141ST STREET SOUTH TO THE I-57 EXPRESSWAY, HOYNE AVENUE FROM THE NORTH SIDE OF 141ST STREET SOUTH TO THE I-57 EXPRESSWAY, THE ALLEY BETWEEN CALUMET AVENUE AND LEAVITT AVENUE FROM THE SOUTH SIDE OF 141ST STREET SOUTH TO CALUMET AVENUE, THE ALLEY BETWEEN LEAVITT AVENUE AND COOPER AVENUE FROM THE SOUTH SIDE OF 141ST STREET SOUTH TO THE I-57 EXPRESSWAY, AND THE ALLEY BETWEEN COOPER AVENUE AND HOYNE AVENUE FROM THE SOUTH SIDE OF 141ST STREET SOUTH TO THE I-57 EXPRESSWAY, ALL IN COOK COUNTY ILLINOIS.

Sketch of Site:



Owner Initials M.W.
SprintCom Initials RCS

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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EXHIBIT B

PCS Site Agreement

Memorandum of PCS Site Agreement

Site Name: **A-Reliable Auto Recycling**

Site I. D.: **86-C**

(The Above Space For Recorder's Use Only)

Version 1

March 97

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated 19__, between **SDF Limited Partnership** ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Owner leases to SprintCom a certain site ("Site") located at **2247 West 141st Street**, City of **Blue Island**, 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"

SDF Limited Partnership

By: *Michelle Heckenast*

Name: **Michelle Heckenast**

Title: **General Partner**

See Exhibit B1 for continuation of Owner signatures

Address: **2247 West 139th Street**
Blue Island, IL 60406

Owner Initials *M.H.*

SprintCom Initials *RCS*

Attach Exhibit A - Site Description

"SprintCom"

SprintCom, Inc., a Kansas corporation

By: *Robert Stedman*

Name: **Robert Stedman**

Title: **E & O Director -
Chicago / Milwaukee**

Address: **9801 W. HIGGINS RD.**
Rosemont, IL 60018

Return Address: Sprint PCS
9801 West Higgins Road, 2nd Floor
Rosemont, IL 60018

Property of Cook County Clerk's Office

UNOFFICIAL COPY

UNRELIABLE

Version 1

EXHIBIT A

March 97

Site Name: A-Reliable Auto Recycling

PCS Site Agreement

Site I. D.: 86-C

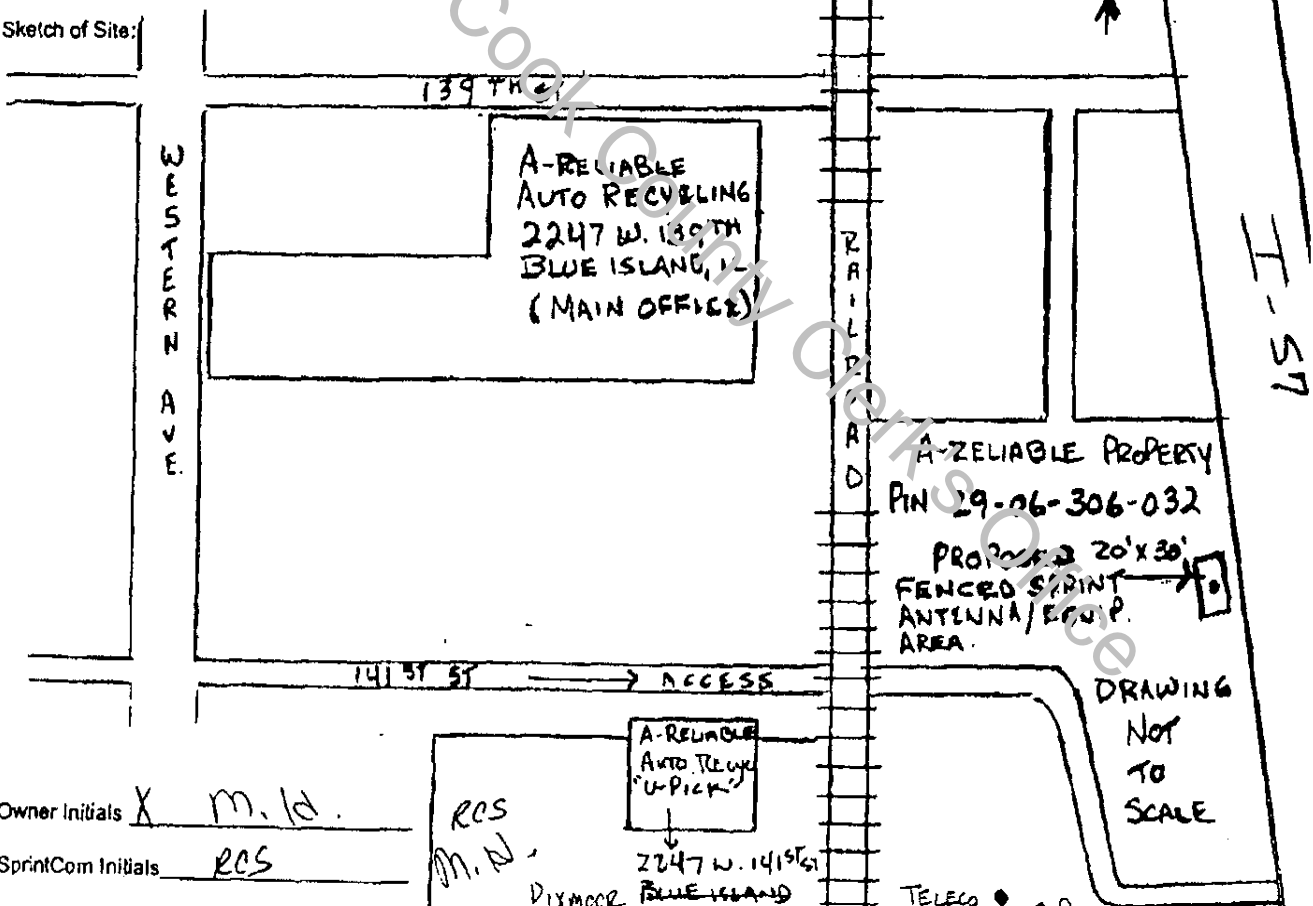
Site Description

Site situated in the City of Blue Island County of Cook, State of Illinois commonly described as follow

Legal Description:

LOTS 1, 5 TO 19 OF BLOCK 236, LOTS 1 TO 19 AND 33 TO 53 (EXCEPT THAT PART OF LOTS 15 TO 19 TAKEN FROM I-57 EXPRESSWAY) IN BLOCK 237, LOTS 1 TO 8 AND 42 TO 54 (EXCEPT THAT PART OF 4 TO 8 AND 43 TO 48 TAKEN FOR I-57 EXPRESSWAY), IN BLOCK 236, ALL IN HARVEY, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 8 SOUTH OF THE IBL AND THE NORTH FRACTIONAL 1/4 NORTH OF THE IBL NORTH OF CHICAGO AND GRAND TRUNK RAILWAY AND EAST OF THE CHICAGO AND VINCENNES ROAD IN SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, 141ST STREET FROM THE EAST SIDE OF LEAVITT AVENUE EAST TO THE I-57 EXPRESSWAY AND CALUMET AVENUE FROM THE SOUTH SIDE OF 141ST STREET TO THE I-57 EXPRESSWAY, COOPER AVENUE FROM THE NORTH SIDE OF 141ST STREET SOUTH TO THE I-57 EXPRESSWAY, HOYNE AVENUE FROM THE NORTH SIDE OF 141ST STREET SOUTH TO THE I-57 EXPRESSWAY, THE ALLEY BETWEEN CALUMET AVENUE AND LEAVITT AVENUE FROM THE SOUTH SIDE OF 141ST STREET SOUTH TO CALUMET AVENUE, THE ALLEY BETWEEN LEAVITT AVENUE AND COOPER AVENUE FROM THE SOUTH SIDE OF 141ST STREET SOUTH TO THE I-57 EXPRESSWAY, AND THE ALLEY BETWEEN COOPER AVENUE AND HOYNE AVENUE FROM THE SOUTH SIDE OF 141ST STREET SOUTH TO THE I-57 EXPRESSWAY, ALL IN COOK COUNTY ILLINOIS.

Sketch of Site:



Owner Initials X M.A.

SprintCom Initials RCS

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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OWNER NOTARY BLOCK:

STATE OF Illinois

COUNTY OF Cook

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Michelle Heckenast, partner (or agent) on behalf of SDF Limited Partnership, a partnership, who acknowledged that s/he did sign the foregoing instrument and that the same is the free act and deed of said partnership and her/his free act and deed personally and as such partner (or agent).

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, this 18 day of March, 1997.

My commission expires:



Brian M. Barrett
 Notary Public

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SPRINTCOM, INC. NOTARY BLOCK:

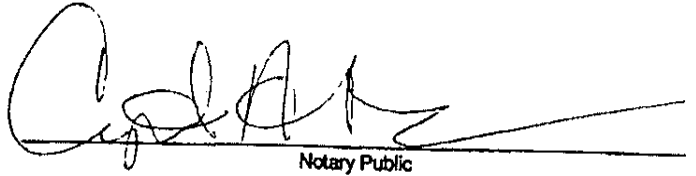
STATE OF Illinois

COUNTY OF Cook

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named SprintCom, Inc., a Kansas corporation, by _____, its _____, who acknowledged that s/he did sign the foregoing instrument and that the same is the free act and deed of said corporation and her/his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 199__.

My commission expires:


Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Legal Description

Property located in COOK, IL

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

East 2/3 of the West 3/4 of the South West 1/4 North of the railroad and North of the Indian Boundary line of fractional Section 6, Township 36 North, Range 14, Except a triangle in the South West corner being 208.7 feet on the South line and 208.7 feet on the West line and except that part of the North West 1/4 of the North East 1/4 of the South West 1/4 of fractional Section 6, Township 36 North, Range 14 described as follows:

Beginning at the North East corner of the North West 1/4 of the North East 1/4 of the South West 1/4 of said Section, thence South along the East line of said North West 1/4 of the North East 1/4 of the South West 1/4, 595.31 feet to the North R.O.W. line of the Indian Harbor Belt railroad, thence West along said railroad R.O.W. line, 289.22 feet to a point, thence Northeasterly along a line making an angle of 84 degrees 25 minutes 00 seconds with the last described line a distance of 598.25 feet to the North line of aforesaid North West 1/4 of the North East 1/4 of the South West 1/4, thence East along said North line 229.37 feet to the point of beginning, all in Cook County, Illinois.

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10623954

COOK COUNTY CLERK'S OFFICE
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2020 JUN 15 10:10 AM

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