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Exhibit "C" SITE AGREEMENT MEMORANDUM OF AGREEMENT

THIS MEMORANDUM evidences that a lease was made and entered into by written Site Agreement dated and 19 22, between Parkway Bank and Trust Company Trust Number 11394,

("Owner") and PrimeCo Personal Communications, a Delaware Limited Partnership, the terms and conditions of which are incorporated herein by reference. Such Agreement provides in part that Owner leases to PrimeCo Personal Communications

L.P. certain site located at 100 Ashland Ave.,

97259668

DEPT-DI RECORDING

\$25.00

97259668

T\$0012 TRAN 4692 04/15/97 12:50:00

\*6368 \* CG \*\*-97-259668

City of Chicago County of Cook, State of Illinois, within the property of Owner which is described in Attachment "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 Access thereto and to electric and telephone 19 22, which term is subject to four (4) additions' (v) (5) year extension periods by PrimeCo Personal Communications, L.P.

Stroot Address: 100 Ashland Avo.

STATE OF

STATE OF

COUNTY OF

COUNTY OF

765500300 Parcol Idontification Number (PIN): 17-18-215-012

APPROYED

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

"OWNER"

PARKWAY BANK & TRUST CO.

PrimeCo Personal Communications/L.P a Dolawaro Limited Partnorship

Tillo: Acting Director Site Developmen

tricting any . A Trust Co. stamped on the accordance bereaf.

is hereby expressly made a part hereof.

LITE UNDERSIGNED , a notary public in rad for said County, in the State aforesaid, DO

HERBEY CERTIFY that DANCY ESCYNSKI, personally known to me to be the VICE PRESIDENT - TRUST OFFICE of TARKCONY DANCY TRUST ON IC., corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/sho signed and delivered the said instrument pursuant to authority duly given, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 34th day of Commission expires\_

**LUBA KOHN** INUTARY PUBLIC STATE OF ILLINOIS

HEREBY CERTIFY that Wayne S. Olson II., personally known to me to be the time Direct. Site Thereby of PrimeCo Personal Communications, a Delaware Limited Partnership, and personally known to me to be the same to be the same person whose name is subscribed to the foregoing instrument. same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to authority duly given, as his/her free and voluntary act and as the free and voluntary act and dead of said corporation, for the uses and purposes therein set

GIVEN under my hand and official snal this 10, day of 0Commission expires

OBSTRIAL SEALUC PATRICK HINMAN

NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES APPIL 26, 2000

**Drafted By** Legal Department PrimeCo Personal Communications One Pierce Place **Sulte 1100** Itasca, Illinois 60143

Upon Recording Return To Lease Administration **PrimeCo Personal Communications** One Pierce Piace **Sulto 1100** Itason, Illinois 60143

ROX 333-CT

### **UNOFFICIAL COPY**

34.43.47。12.13.47

IN EACH AND EVERY INSTANCE WHERE "OWNER" IS SHOWN IN FOREGOING SITE AGREEMENT IT SHALL MEAN THE BENEFICIARY OF PARKWAY BANK & TRUST COMPANY TRUST NO. 11394 AND NOT PARKWAY BANK & TRUST COMPANY, INDIVIDUALLY.

THE TRUSTEE HAS EXECUTED THIS DOCUMENT WITH THE CONSENT OF PARKWAY BANK & TRUST INDIVIDUALLY AS THE HOLDER OF A MORTGAGE OF RECORD AND COLLATERAL ASSIGNMENT OF THIS TRUST. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FOREGOING SITE AGREEMENT IN THE EVENT OF A FOREGLOSURE THE LENDER OF PURCHASER AS A RESULT OF FORECLOSURE CAN TERMINATE THE SITE AGREEMENT UPON 30 DAYS NOTICE AND RETURN TO PRIMECO OF THE UNAMORTIZED INSTALLATION COST BASED UPON THE 5-YEAR TERM.

> Or Or This Agreement in element by Pricky ay Bank I Trust Co., not Individually but acledy on Tiperen and a cariala Truzi Agreement known on Tayl to 11394. Sala Truzi Agreement in heraby. But is nown in the state of the control of the state British and the land to the following the following of the benefit and following the f a concertifical and the second the series continued in a fee, the series of recounty or for any long and self-recount which y of Volkster ihr repilitäte in ชนุมาเมษาสาษาสัย รายกระการ 🔑 👵 Professory to a sight of the second or weather weather are we Clart's Office

The Trustee in executing this document SPECIFICALLY EXCLUDES all rel cases, to one care commo ist condition of the promises Who can said the section be statistical PROTECTION Act of a law of the control of the book hart, as management and control or a property of consider, has the authority of its fither some acceptance of the second second representatives but not as egen, for at on bolical of the Trusted,

PARKWAY BANK & TRUST COMPANY, as Trustee

#### SCHEDULE A (CONTINUED)

DRDER NO.: 1409 007655003 AH

#### 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1

LOTS 1 TO 5 AND THE NORTH 1/2 OF LOT 6 IN H. H. WALKER AND OTHERS RESUBDIVISION OF BLOCKS 10 AND 15 AND THAT PART OF SNIDER STREET SITUATED BETWEEN SAID BLOCKS 10 AND 15 IN S. F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOTS 1 TO 3 (EXCEPT THE WEST 15 FEET THEREOF) IN J. ALLEN'S SUBDIVISION OF THE SOUTH 1/2 IF LOT 6 AND ALL OF LOTS? AND 8 IN H. H. WALKER AND OTHERS RESUBDIVISION OF BLOCKS 10 AND 15 AND THAT PART OF SNIDER STREET SITUATED BETWEEN SAID BLOCKS 10 AND 15 IN S. F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 2, 3 AND 4 AND THAT PART OF LOT 5 IN H. H. WALKER AND OTHERS RESUBDIVISION, LYING SOUTH AND EAST OF THE NORTHHEST LINE OF LOT 1 PRODUCED NORTHEASTERLY AND EAST OF THE EAST LINE OF SAID LOT 1 AND LOTS 2, 3 AND 4 AM. NORTH OF THE SOUTH LINE OF SAID LOT 4 PRODUCED EAST IN MC GURRENS SUBDIVISION OF LOT 15 IN H. H. WALKER AND OTHERS RESUBDIVISION OF BLOCKS 10 AND 15 AND TUAT PART OF SMIDER STREET SITUATED BETWEEN SAID BLOCKS 10 AND 15 IN S. F. SMITH'S SUIDIJISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NOFTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Site Address and Parcel ID Number

Clark

100 South Ashland Street Chicago, IL 60612

PIN 17-18-215-012-0000

725966

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