

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

PREPARED BY

AT&T  
Attention: Commercial Accounts Director  
7720 W. 98<sup>th</sup> Street, Hickory Hills, IL 60457



MDU BROADBAND SERVICES AGREEMENT  
Exhibit B  
MEMORANDUM OF EASEMENT



This MEMORANDUM OF EASEMENT is to provide public notice that, for and in consideration of the mutual covenants made by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MICHAEL ROCHE, on behalf of itself, its successors and assigns, with an office at 7003 W. AVON, OAKLAWN, IL 60453 (hereinafter called "Grantor") has granted to COMMUNICATIONS SERVICES, INC. on behalf of itself and any entity controlling, controlled by or under common control with AT&T Corp., with an office at 7720 WEST 98<sup>TH</sup> STREET, HICKORY HILLS, IL 60457 (hereinafter in the aggregate called "Grantee"), and its successors and assigns, a non-exclusive easement in gross, which easement runs with the land and is subject to, and more particularly defined in, the terms of that certain MDU Broadband Services Agreement dated DECEMBER 23, 1999 (the "Agreement") between Grantor and Grantee. The purpose of the easement is to permit Grantee to provide Services, as defined in the Agreement, and to permit Grantee to operate and maintain the Facilities, as defined in the Agreement, necessary to provide those Services, to, over and upon the property described on Exhibit "A" attached to the Agreement, and all improvements thereon; together with the rights of ingress, entry and egress to and over the described property, solely in accordance with, and as provided in, the Agreement. The easement shall continue in effect for a fifteen (15) year term and shall automatically renew for consecutive five (5) year terms unless otherwise terminated by the parties as set forth in the Agreement. The easement and this memorandum shall terminate ninety (90) days after the expiration or earlier termination of the Agreement. No easement or other rights are created in Grantee, or given by Grantor, in this Memorandum of Easement, as this Memorandum of Easement is for notification purposes only. In the event of any conflict between the terms and conditions of this Memorandum and the terms of the Agreement, as between the parties, their successors and assigns, the Agreement shall control.

EXECUTED on this 12 day of Dec, 1999

Grantor:

By: MICHAEL C ROCHE  
Name: MICHAEL C Roche  
Title: Owner (Print or type)

STATE OF \_\_\_\_\_ )  
COUNTY OF Cook ) ss.

On this 31 day of Dec, 1999 before me personally appeared \_\_\_\_\_ to me personally known, who being duly sworn, did say that \_\_\_\_\_ signed the foregoing instrument and that said instrument was signed and sealed on behalf of \_\_\_\_\_, and acknowledged said instrument to be the free act and deed of \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.



Vera Roche  
Notary Public  
12-08-01  
My Commission Expires

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE

Property Address -> 5359 EDISON, OAKLAWN

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MDU BROADBAND SERVICES AGREEMENT  
Exhibit A  
LEGAL DESCRIPTION OF PREMISES

PIN324-09-115-009-0000

LOTS 3 AND 4 IN BLOCK 15 IN INNICK'S OAK LAWN SIBDIVISION BEING A SUBDIVISION OF THE NORTHWEST ¼ AND THE WEST 20 ACRES OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPCT THE NORTH 699.94 FEET THEREOF IN COOK COUNTY, ILLINOIS

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