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Doc#: 0528419065 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/11/2005 03:26 PM Pg: 1 of 8

Prepared by and when recorded please return to:
Levenfeld Pearlstein, LLC
2 North LaSalle, Suite 1300
Chicago, Illinois 60602
Attn: Heather L. Moore, Esq.

MEMORANDUM of BUILDING AND ROOFTOP SUBLEASE AGREEMENT

This Memorandum of Land Lease Agreement is made this 26th day of Sept., 2005 by and between **Charter Associates, L.L.C.**, hereinafter collectively LESSOR, with a principal address located at 1503 N. Greenleaf Court, Winter Springs, Florida, 32708, Tax ID # _____ and **Chicago SMSA Limited Partnership, d/b/a Verizon Wireless**, with its mailing address located at 180 Washington Valley Road, Bedminster, New Jersey 07921, as LESSEE.

1. LESSOR and LESSEE entered into a Land Lease Agreement on the 26th day of Sept., 2005 (the "Lease") whereby LESSOR leased to LESSEE and LESSEE leased from LESSOR Seventy Four (74) square foot in the subbasement of the property at 202 S. State Street, Chicago, IL 60604, PIN 17-16-224-015, together with that area of the exterior of the building as shown in Exhibit "A" attached hereto and made a part hereof together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises, (collectively, the "Demised Premises") on land of the LESSOR commonly known as 202 S. State Street, Chicago, IL 60604, PIN 17-16-224-015 in the Cook County, Illinois property records (the "Property"), under and subject to the terms and conditions of the Lease.

LESSOR hereby grants LESSEE the right to install temporary equipment on the Mezzanine level of the building and that portion of the building required for a temporary antenna placement. LESSEE shall remove its temporary equipment and restore the Property to its condition preceding such temporary installation, normal wear and tear excepted, within sixty (60) days of notice that the permanent location is available for LESSEE's intended use.

LESSOR also grants to the LESSEE the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes as shown in Exhibit "A" running from the leased floor space to the leased roof space.

2. The term of the Lease is five (5) years commencing on Sept 26, 2005 and ending on September 25, 2010. Unless affirmatively cancelled by LESSEE, the term will be extended automatically for four (4) additional five (5) year terms (the "Renewal Terms"). If at the end of the fourth (4th) five (5) year Renewal Term neither LESSOR nor LESSEE has given the other notice of its intent to terminate the Lease as provided in the Lease, the term will be extended by additional five (5) year terms until LESSOR or LESSEE notifies the other as provided in the Lease of its intent to terminate the Lease. LESSOR and/or LESSEE may retain the right to terminate the Lease other than at the end of the Term or any Renewal Term, as provided in the Lease.

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3. The Property is legally described in Exhibit A attached hereto. LESSOR and LESSEE agree that Exhibit A may be replaced by LESSEE with a legal description from Schedule C of an ALTA title commitment for the Property once obtained by LESSEE. The Demised Premises, including the Right of Way, is substantially as described and/or depicted in Exhibit B attached hereto.

5. Upon expiration or earlier termination of the Lease, LESSEE's building(s), antenna structure(s), fixtures and all personal property are to be removed by LESSEE within ninety (90) days and the Property otherwise restored by LESSEE to its original condition, excepting normal wear and tear. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

6. This Memorandum of Land Lease is for recording purposes only and is not an additional agreement or amendment or modification of the Lease. In the event of any conflict between this Memorandum of Land Lease and the Lease, the terms and conditions of the Lease shall control.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Memorandum of Land Lease to be executed as of the day and year below with the intent that LESSEE may record same in the property records of the County in which the Property is located, as provided in the Lease.

LESSOR: Charter Associates, L.L.C.

BY: [Signature]
Name: John W. Campbell Jr
Its: member
Date: 9/26/05

**LESSEE: Chicago SMSA Limited Partnership
d/b/a Verizon Wireless,
by Cellco Partnership, its general partner**

BY: [Signature]
Howard H. Bower
Title: Vice President Network, Midwest Area
Date: 9/26/05

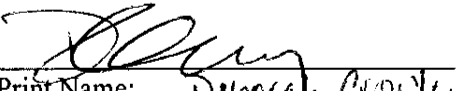
Exhibits attached: A – legal description of Property
B – description/depiction of Demised Premises and Right of Way

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ACKNOWLEDGEMENT

STATE OF West Virginia)
) SS
COUNTY OF Kanawha)

On 21 July, 2005, before me personally appeared John W. Campbell Jr.; personally known to me or proven on the basis of satisfactory evidence to be the person whose name is ascribed on the within instrument, and acknowledged that he executed the same.

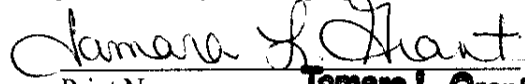

Print Name: Deborah Crowley
Notary Public

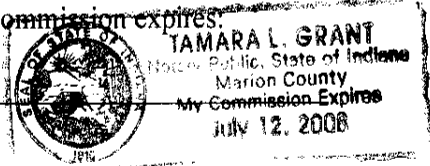
My commission expires:
23 April 2005

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF HAMILTON)

On 09/26, 2005, before me personally appeared Howard H. Bower, as Vice President Network, Midwest Area of Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, by Cellco Partnership, its general partner, personally known to me or proven on the basis of satisfactory evidence to be the person whose name is ascribed on the within instrument, and acknowledged that he executed the same on behalf of said partnership and by its authority for the purposes set forth therein.


Print Name: Tamara L. Grant
Notary Public

My commission expires:


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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

To the Memorandum of Land Lease dated _____, 20__ by and between Charter Associates, L.L.C., as LESSOR, and CHICAGO SMSA Limited Partnership, d/b/a Verizon Wireless, by Cellco Partnership, its general partner, as LESSEE.

The Property is legally described as follows:

Lots 1 and 2 in Starkweather's Subdivision of the North ½ of Lots 1 and 2 in Block 140 in School Section Addition to Chicago, All in Section 16, Township 39 North, Range 14, East of the 3rd Principal Meridian, in Cook County, Illinois.

Common Address: 202 S. State Street
Chicago, IL 60604, Cook County
PIN #: 17-16-224-015

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EXHIBIT B

LEGAL DESCRIPTION/DEPICTION OF DEMISED PREMISES AND RIGHT OF WAY

To the Memorandum of Land Lease dated _____, 2005 by and between Charter Associates, L.L.C., as LESSOR, and CHICAGO SMSA Limited Partnership, d/b/a Verizon Wireless, by Cellco Partnership, its general partner, as LESSEE.

The Demised Premises and Right of Way are described and/or depicted as follows:

See attached.

911 Address: 202 S. State Street
Chicago, IL 60604, Cook County
PIN #: 17-16-224-015

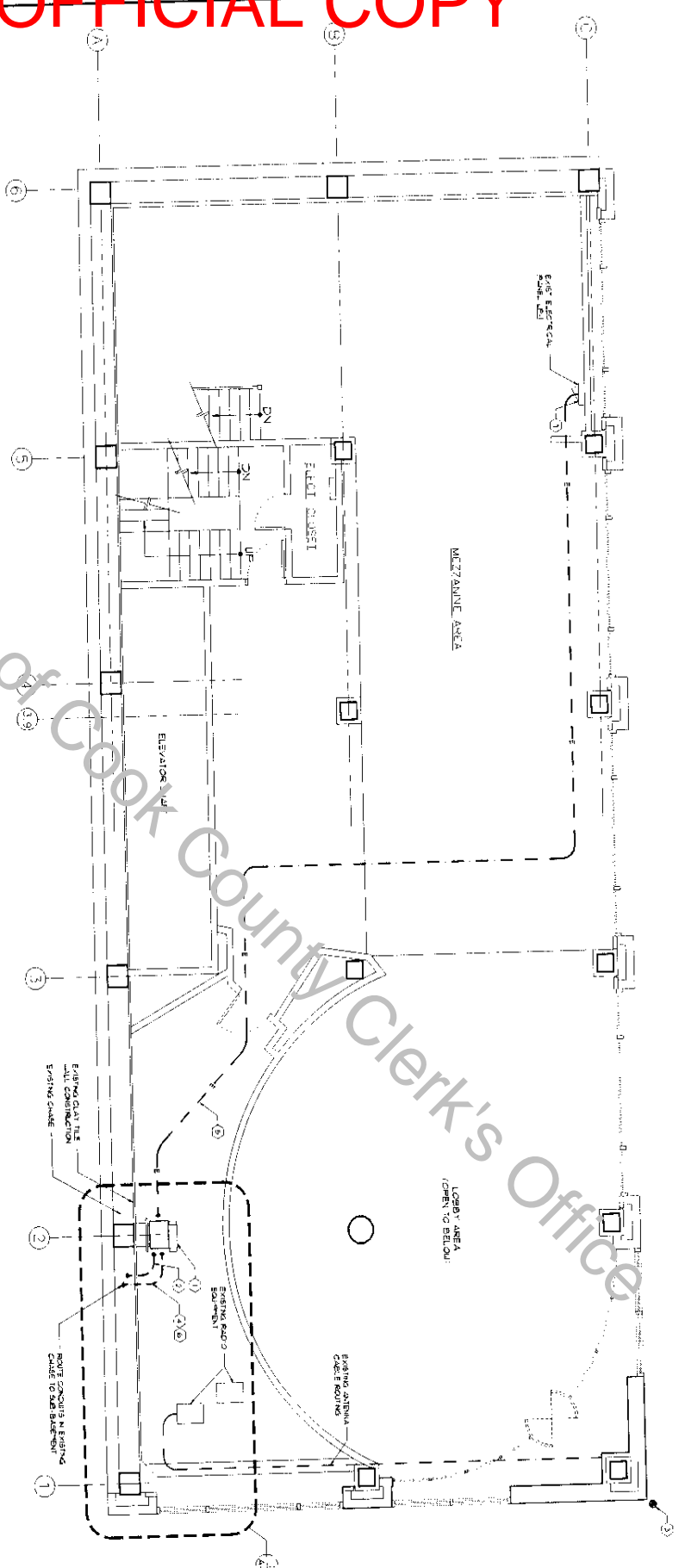
Property of Cook County Clerk's Office

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1 MEZZANINE FLOOR PLAN

KEYED PLAN NOTES:

- 1 NEW LEASE EQUIPMENT CABINET MOUNTED IN EXISTING CLOSET - SEE PLAN DETAIL SHEET 1.3
- 2 NEW 12' x 6' ANTENNA CABLE ROUTED IN TYPICAL CONCRETE SECOND FLOOR ABOVE - SEE PLAN DETAIL SHEET 1.3
- 3 REWORKED NEW ANTENNA AT USE OF ABOVE SPACE - SEE BUILDING ELEVATION - SHEET 1.1
- 4 NEW DUCTWORK LEAD ROUTED TO ANTENNA IN SEE SHEET 1.1
- 5 NEW ELECTRICAL WIRING ROUTED TO EXISTING ELECTRICAL PANEL - NOTE NEW 4' x 6' GULLY - 12' x 6' 11" x 6" AND FOR EQUIPMENT CABINET AND 12' x 4' x 6" AND FOR EQUIPMENT CABINET AND 12' x 4' x 6" IN BUILDING AND SHEET 1.1 - SEE SHEET 1.1
- 6 PROVIDE 11' x 6' x 6" OVERHEAD FROM EXISTING ELECTRICAL PANEL TO NEW 11' x 6' x 6" IN BUILDING UNDER OVERHEAD FROM EXISTING ELECTRICAL PANEL TO NEW 11' x 6' x 6"



ARCHITECT
MADDEEN + MCMILLAN ARCHITECTS
2188 GLADSTONE COURT, SUITE C
GARDEN HEIGHTS, ILLINOIS 60139
TEL: (630) 539-8100 FAX: (630) 539-1287

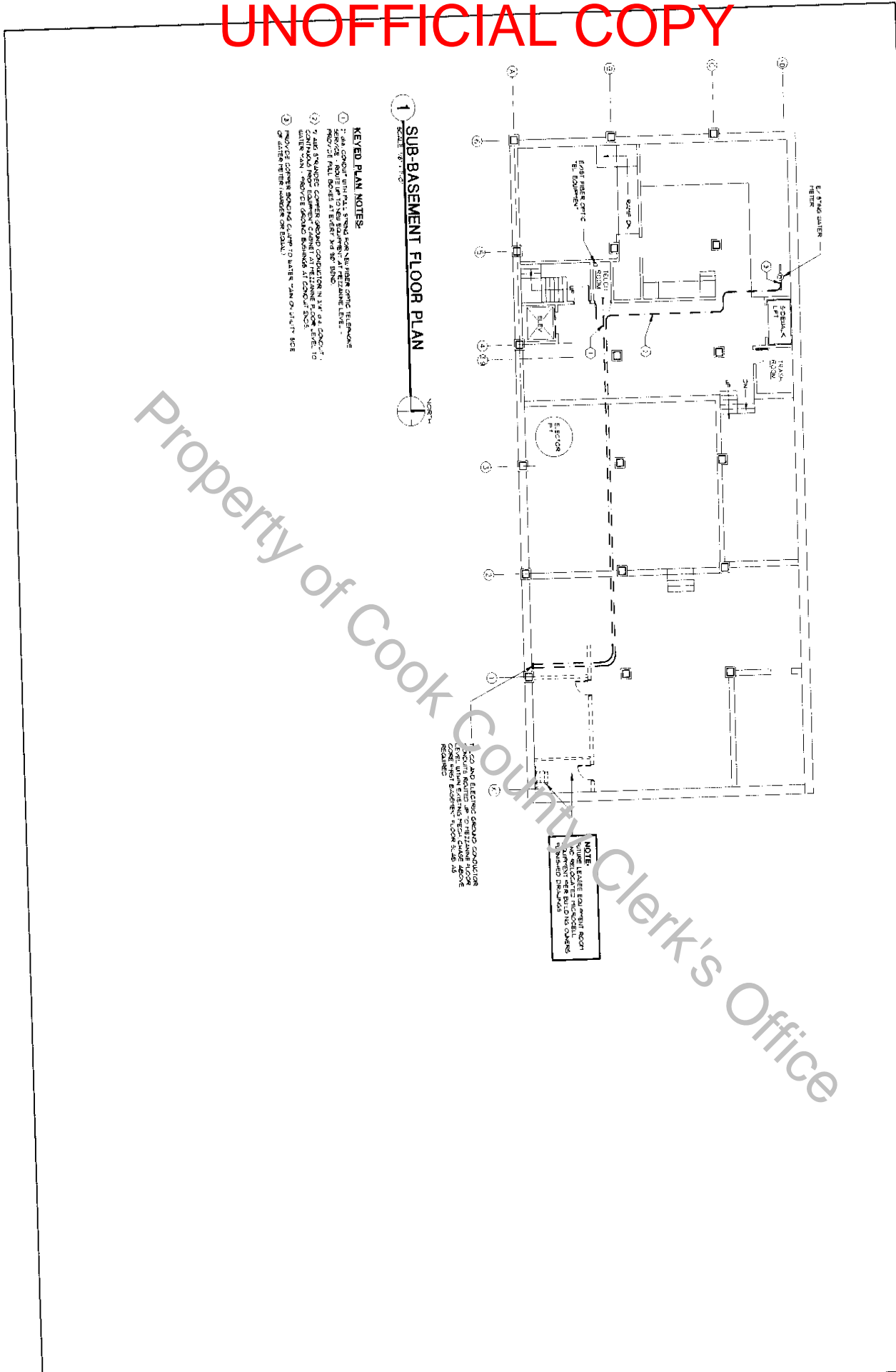
CHARACTER: MEZZANINE FLOOR PLAN
PROJECT: COURT TEMPORARY MICROCELL
202 S. STATE STREET
CHICAGO, ILLINOIS

CHICAGO SMSA
LIMITED PARTNERSHIP
CHICAGO SMSA LIMITED PARTNERSHIP dba VENDOR WIRELESS
1616 WOODFIELD ROAD
SCHAUMBURG, ILLINOIS 60173

NO.	DATE	DESCRIPTION	BY
3	4-1-06	REVISED PER OWNER REVIEW	PM
2	3-8-06	ISSUED FOR SOA REVIEW	PM
1	2-16-06	ISSUED FOR REVIEW	PM

Madden + McMillan Architects
Architecture Engineering
2188 Gladstone Court, Suite C
Garden Heights, IL 60139
HSO: 539-8100 Fax: (630) 539-1287

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1 SUB-BASEMENT FLOOR PLAN
SCALE: 1/4" = 1'-0"

- KEYED PLAN NOTES:**
- ① 1.48 CONDUIT WITH FULTON RING, 24" DIA. CONDUIT TELEPHONE SERVICE - ROUTE UP TO 4TH FLOOR TELEPHONE RACKS - PROVIDE FULTON RING ON 4TH FLOOR.
 - ② 1.48 CONDUIT WITH FULTON RING, 24" DIA. CONDUIT - ROUTE UP TO 4TH FLOOR TELEPHONE RACKS - PROVIDE FULTON RING ON 4TH FLOOR.
 - ③ 1.48 CONDUIT WITH FULTON RING, 24" DIA. CONDUIT - ROUTE UP TO 4TH FLOOR TELEPHONE RACKS - PROVIDE FULTON RING ON 4TH FLOOR.
 - ④ 1.48 CONDUIT WITH FULTON RING, 24" DIA. CONDUIT - ROUTE UP TO 4TH FLOOR TELEPHONE RACKS - PROVIDE FULTON RING ON 4TH FLOOR.
 - ⑤ 1.48 CONDUIT WITH FULTON RING, 24" DIA. CONDUIT - ROUTE UP TO 4TH FLOOR TELEPHONE RACKS - PROVIDE FULTON RING ON 4TH FLOOR.

NOTE: LEASEE EQUIPMENT ROOM - NO SELOCATED MICROCELL - NUMBER OF PAYS AND CHARGES - REFER TO PAGES 12, 13, 14 AND 15 OF THE LEASE AGREEMENT.

Property of Cook County Clerk's Office

A-4

<p>SUR-BASEMENT FLOOR PLAN</p> <p>COURT TEMPORARY MICROCELL</p> <p>202 S. STATE STREET CHICAGO, ILLINOIS</p>
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<p>CHICAGO SMSA LIMITED PARTNERSHIP</p> <p>CHICAGO SMSA LIMITED PARTNERSHIP dba VERIZON WIRELESS</p> <p>1616 WOODFIELD ROAD SCHALKBURG, ILLINOIS 60173</p>			
NO. DATE	BY	DESCRIPTION	DATE
1	12-15-10	REVISED PER OWNER REVIEW	PM
2	10-26-10	ISSUED FOR 50% REVIEW	AM

<p>Madden + McMillan Architects Architecture Engineering</p> <p>2198 Gladstone Court, Suite C Glenview Heights, IL 60138 830.539.8100 Fax: 830.539.1287</p>	
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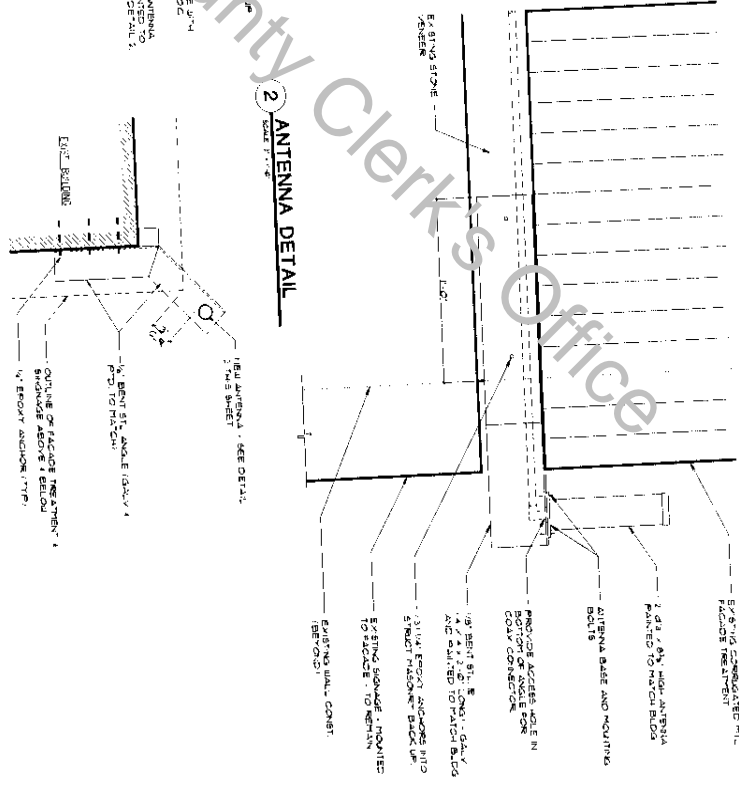
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2 ELEVATION
SCALE: 1/8" = 1'-0"

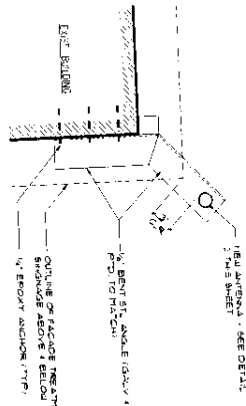


NOTE:
OFF-BUILD EXISTING BUILDING FACADES TO BE MATCHED TO CLIENT'S EXISTING BUILDING FACADES.

2 ANTENNA DETAIL
SCALE: 1/8" = 1'-0"



3 ANTENNA PLAN DETAIL
SCALE: 1/8" = 1'-0"



ANTENNA AND CABLE SCHEDULE

ANTENNA SPECIFICATIONS				CABLE SPECIFICATIONS			
ANTENNA TYPE	ANTENNA MODEL	ANTENNA MANUFACTURER	ANTENNA PART NUMBER	CABLE TYPE	CABLE QUANTITY	CABLE LENGTH	ANTENNA PART NUMBER
N/A	N/A	N/A	N/A	1/2\"/>			

- NOTES:**
- ANTENNA CABLE LENGTH, DIAMETER, MATERIAL AND ALL WORKMANSHIP REQUIREMENTS TO BE SUPPLIED BY OWNER.
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 - ANTENNA CABLE LENGTH, DIAMETER, MATERIAL AND ALL WORKMANSHIP REQUIREMENTS TO BE SUPPLIED BY OWNER.

EXTERIOR ELEVATION
COURT TEMPORARY MICROCELL
202 S. STATE STREET
CHICAGO, ILLINOIS

CHICAGO SMSA
LIMITED PARTNERSHIP
CHICAGO SMSA LIMITED PARTNERSHIP 15th FLOOR WIRELESS
1516 WOODFIELD ROAD
SCHAUMBURG, ILLINOIS 60173

NO.	DATE	DESCRIPTION
1	10/1/05	ISSUED FOR OWNER REVIEW
2	10/1/05	ISSUED FOR OWNER REVIEW
3	10/1/05	ISSUED FOR OWNER REVIEW

Madden + McMillan Architects
Architecture + Engineering
2198 Gladstone Court, Suite C
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