



Prepared by and upon recording
Please return to:

Doc#: 1021719035 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/05/2010 08:52 AM Pg: 1 of 5

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2450
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: Garden Market)

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 29th day of March, 2010 by and between the Village of Western Springs, an Illinois Municipal Corporation, having a mailing address of 740 Hillgrove Avenue, Western Springs, Illinois 60558 (hereinafter referred to as "LANDLORD", and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "TENANT". LANDLORD and TENANT are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LANDLORD and TENANT entered into a certain Option and Lease Agreement ("Agreement") on the 29th day of MARCH, 2010 for the purposes of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("Initial Term") commencing on the effective date of written notification by TENANT to LANDLORD of TENANT'S exercise of the Option, with two (2) successive automatic five (5) year options to renew ("Renewal Terms"). The parties agree that the Agreement may be extended for one (1) additional five (5) year term following the Renewal Terms by mutual agreement of the parties.
3. The portion of the land being leased to TENANT (the "Premises") is described on Exhibit A annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the Event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

WITNESS:

Jeanine M. Jasica
Print Name: Jeanine M. Jasica

Elaine T. Haeske
Print Name: Elaine T. Haeske

Print Name: _____

Ann Goldstein
Print Name: Ann Goldstein

LANDLORD:

Village of Western Springs, an Illinois
Municipal Corporation

By: William T. Rodeghier
Name: William T. Rodeghier
Its: Village President
Date: Nov 29, 2010

TENANT:

Chicago SMSA Limited Partnership,
d/b/a Verizon Wireless

By: Beth Ann Drohan
Name: Beth Ann Drohan
Its: Area Vice President Network
Date: 11/29/10

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

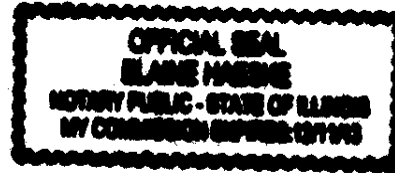
ACKNOWLEDGEMENT

I, Elaine Harske, a Notary Public for said County and State, do hereby certify that William T. Rodeghier on behalf of LESSOR, personally came before me this day and acknowledged that s/he executed the foregoing **MEMORANDUM OF LEASE** as his/her own act and deed.

WITNESS my hand and official Notarial Seal, this 29th day of March, 2010.

Elaine Harske
Notary Public

My Commission Expires
12/11/13



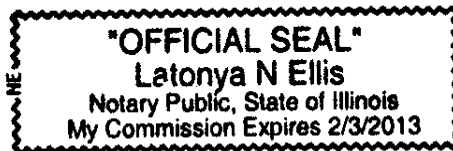
STATE OF ILLINOIS)
)
COUNTY OF COOK)

ACKNOWLEDGEMENT

Be it remembered, that on this 19th day of July, 2010 before me, the subscriber, a person authorized to take oaths in the State of Illinois, personally appeared Beth Ann Drohan, who, being duly sworn on her oath, deposed and made proof to my satisfaction that she is the person named in the within instrument; and I, having first made known to her the contents thereof, she did acknowledge that she signed, sealed and delivered the same as her voluntary act and deed for the purposes therein contained.

Latonya N Ellis
Notary Public

My Commission Expires:
2/3/13



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Exhibit "A"

Legal Description

LEASE SITE LEGAL DESCRIPTION:

A PARCEL OF LAND FOR LEASE SITE PURPOSES, BEING A PART OF THE NORTHWEST QUARTER OF SECTION EIGHT (8) TOWNSHIP THIRTY-EIGHT (38) NORTH RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE SOUTH 01 DEGREES 54 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, 632.11 FEET TO A LINE 33 FEET NORMALLY DISTANT NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 16 MINUTES 16 SECONDS WEST PARALLEL WITH SAID SOUTH LINE 688.80; THENCE SOUTH 01 DEGREES 43 MINUTES 44 SECONDS EAST, 30.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 43 MINUTES 44 SECONDS EAST, 25.00 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 16 SECONDS WEST, 40.00 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 44 SECONDS WEST, 25.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 16 SECONDS EAST, 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1000 SQUARE FEET.

COAX CABLE EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR COAX CABLE EASEMENT PURPOSES, BEING A PART OF THE NORTHWEST QUARTER OF SECTION EIGHT (8) TOWNSHIP THIRTY-EIGHT (38) NORTH RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE SOUTH 01 DEGREES 54 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, 632.11 FEET TO A LINE 33.00 FEET NORMALLY DISTANT NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 16 MINUTES 16 SECONDS WEST PARALLEL WITH SAID SOUTH LINE 688.80; THENCE SOUTH 01 DEGREES 43 MINUTES 44 SECONDS EAST 55.10 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 16 SECONDS WEST, 29.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 43 MINUTES 44 SECONDS EAST, 10.90 FEET TO A LINE 33.00 FEET NORMALLY DISTANT SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 16 MINUTES 16 SECONDS WEST PARALLEL WITH SAID NORTH LINE 99.12 FEET; THENCE NORTH 46 DEGREES 43 MINUTES 44 SECONDS WEST, 13.70 FEET; THENCE NORTH 43 DEGREES 16 MINUTES 16 SECONDS EAST, 6.00 FEET; THENCE

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SOUTH 46 DEGREES 43 MINUTES 44 SECONDS EAST, 11.22 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 16 SECONDS EAST, 90.63 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 44 SECONDS WEST, 9.40 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 16 SECONDS EAST, 6.00 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 691 SQUARE FEET

UTILITY EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF THE NORTHWEST QUARTER OF SECTION EIGHT (8) TOWNSHIP THIRTY-EIGHT (38) NORTH RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE SOUTH 01 DEGREES 54 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, 632.11 FEET TO A LINE 33 FEET NORMALLY DISTANT NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 16 MINUTES 16 SECONDS WEST PARALLEL WITH SAID SOUTH LINE 688.80; THENCE SOUTH 01 DEGREES 43 MINUTES 44 SECONDS EAST, 30.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 16 MINUTES 16 SECONDS EAST 275.23 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 44 SECONDS WEST 30.10 FEET TO A LINE 33 FEET NORMALLY DISTANT NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 16 MINUTES 16 SECONDS EAST PARALLEL WITH SAID SOUTH LINE 8.00 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 44 SECONDS EAST, 30.10 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 16 SECONDS EAST, 68.51 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 44 SECONDS WEST, 26.18 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 16 SECONDS EAST, 8.00 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 44 SECONDS EAST, 34.18 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 16 SECONDS WEST 359.75 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 44 SECONDS WEST 8.00 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 3328 SQUARE FEET.

Address: 300 48th Street, Western Springs, IL 60558

PIN: 18-08-104-003-000