



Doc#: 1102711022 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/27/2011 09:00 AM Pg: 1 of 4

**THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:**

United States Cellular Operating Company of
Chicago, LLC
c/o Md7, LLC
Attn: Title Office
3721 Valley Centre Drive, Third Floor
San Diego, CA 92130
Phone Number: 858-799-7850
Site Name/Number:
Irving Park and Carendon/883811
Parcel #: 14-16-204-001-0000

SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 10 day of January, 2011, by and between **Hard Slab LLC**, an Illinois limited liability company, as successor in interest to Gordon Terrace Apartments, LLC, whose address is 150 North Michigan Avenue, Suite 3610, Chicago, IL 60601, hereinafter referred to as ("Owner"), and **United States Cellular Operating Company of Chicago, LLC**, a Delaware limited liability company, as successor in interest to Chicago 20MHz, LLC, d/b/a PrimeCo Personal Communications, whose address is Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631 (previously referred to as "PrimeCo", hereinafter referred to as "Tenant").

A00199021 - sales KJ

WITNESSETH:

WHEREAS, by the terms of a certain Site Agreement, entered into as of the date in subsection (1) below, as amended by First Amendment to Site Agreement, dated the 10 day of January, 2011 (collectively, the "Lease"), the Owner leased to the Tenant certain property, being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Owner and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same in the real estate records for Cook County, State of Illinois.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby lease the Premises to the Tenant upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

1. On September 14, 2001, the Owner and Tenant entered into the Lease of the Premises.
2. The term of the Lease commenced on September 12, 2002, and had an original expiration date of September 11, 2007, subject to Tenant's renewal options under the Lease, including the current renewal option, which has been exercised as of the date of this Memorandum.
3. The amounts of rental due and the terms, conditions and rights and remedies of the parties hereto are specifically set forth in the Lease.

Box 400-CTCC

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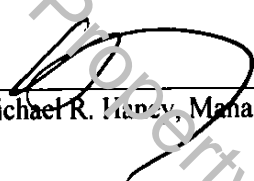
UNOFFICIAL COPY

4. The Lease contains renewal options to extend the lease for up to three (3) additional five (5) year terms which may be exercised upon the terms and conditions more particularly set forth in the Lease.

IN WITNESS WHEREOF, the Owner and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the day and year first above written.

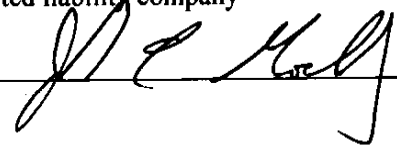
OWNER:

Hard Slab LLC,
an Illinois limited liability company

By: 
Michael R. Hancy, Manager

TENANT:

United States Cellular Operating Company of Chicago, LLC,
a Delaware limited liability company

By: 

Print Name: John C. Gockley

Title: Vice President

Property of Cook County Clerk's Office

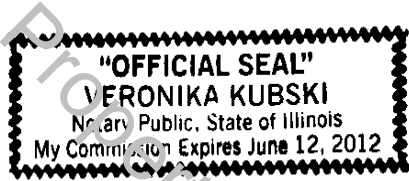
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STATE OF Illinois)

COUNTY OF Cook)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Michael R. Haney**, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that he signed the said Memorandum of Lease as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 6 day of December, 2010.



Veronika Kubski
Notary Public

My commission expires 6/12/2012

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that John C. Gockley, Vice President, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum of Lease as his free and voluntary act on behalf of the named Tenant limited liability company, for the uses and purposes therein stated.

Given under my hand and seal this 10 day of January, 2011.



Karen F Wierer
Notary Public

My commission expires 01/04/13

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Exhibit A

Legal Description of Premises

Street Address: 4157 North Clarendon Avenue, Chicago, IL 60613

Parcel #: 14-16-304-001-0000

Legal Description:

That certain communications facility site (and easement) located on a portion of the real property described as follows:

PARCEL 1:

LOTS 23 AND 24 IN SIMMON'S AND GORDON'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF LOTS 10 AND 19 AND THE VACATED STREETS BETWEEN SAID LOTS IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 3.5 FEET OF THE NORTH 80 FEET OF LOT 22 IN SIMMON'S AND GORDON'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF LOTS 10 AND 19 AND THE VACATED STREETS BETWEEN SAID LOTS IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED JULY 7, 1982 RECORDED JULY 16, 1982 AS DOCUMENT 2021988, IN COOK COUNTY, ILLINOIS.