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Doc#: 1131155056 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 11/07/2011 04:16 PM Pg: 1 of 4



(Recorder's Use Above This Line)

FAID: 10095220 Site ID: IL1452

#### MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 3rd day of Movember, 2011, by and between PLOTE ORGIER PARTNERSHIP, an Illinois partnership, having a mailing address of 1100 Brandt Drive, Elgin, IL 60120 ("Landlord") and AT&T WIRELESS FCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300. Alpharetta GA 30004 ("Tenant").

- 1. Landlord and Tenant entered into a certain Access and Utility Easement ("Agreement") on the 23<sup>rd</sup> day of July, 1998, for the purpose 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 23<sup>rd</sup> day of July, 1998, with three (3) successive five (5) year options to renew.
- 3. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit 1 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

PIN: 01-30-300-003-0000

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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.

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

"LANDLORD"	"TENANT"
	AT&T Wireless PCS, LLC,
Plote Orgier Partnership,	a Delaware limited liability company
An Illinois Partnership	By: AT&T Mobility Corporation
<b>'</b> O.	Its: Manager
By: Allert	By: Roll a Rot
Print Name: JANGE R. PLOTE	Print Name: Scott A. Root
Its: PARTNER OF	Its: Manager of Network Implementations,
	** (** **
Date:	$\frac{\text{IL/WI}}{\text{Date:}} \qquad 7 - 19 - 11$
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#### **TENANT ACKNOWLEDGEMENT**

STATE OF ILLINOIS	
STATE OF	
On the	
PARTNERSHIP (consisting of corporations) ACKNOWLEDGEMENT	
STATE OF	
COUNTY OF Dates	
I CERTIFY that on November 3, 2011. Saviet R. Flore personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:	
(a) this/these person(s) signed, sealed and delivered the attached document as	
State of Illinois, who is a general partner of the partnership named in this document;	
(b) the proper corporate seal of said corporate general partner was affixed; and	
(c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].	
Your M. Blusch	
Notary Public:	
OFFICIAL SEAL My Commission Expires:	
Notary Public - State of Illinois My Commission Expires May 18, 2015	
my Sammadon Capites May 18, 2015	

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#### **EXHIBIT 1**

#### **DESCRIPTION OF PREMISES**

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to the Memorandum of Lease dated <u>Nazuler 3</u>, 2011, by and between PLOTE ORGIER PARTNERSHIP, an Illinois partnership, as Landlord, and AT&T WIRELESS PCS LLC, a Delaware liability company, as Tenant.

The Premises are described and/or depicted as follows:

Deed Instrument No. 9203117
The West One Hundred Fifty (150) feet of the Southwest Quarter of Section Thirty (30) and the West One Hundred Fifty (150) feet of the Northwest Quarter of Section Thirty-One (31) all in Township Forty-two (42) North, Range Nine (9) East of the Third Principal Meridian. The Grantee agrees to erect and maintain a substantial fence along the Easterly side of the above described property within sixty (60) days after having received written notice from the Grantors so to do. The Grantors reserve a right-of-way for a private roadway, sixteen (10) feet in width, to be established in an Easterly and Westerly direction across that part of the above described property, lying within the northwest quarter of said Section Thirty-one (31), at a location that will not interfere with the equipment to be placed thereon.

Deed Instrument No. 18616242

The East forty (40) feet of the West one hundred ninety (190) feet of the Southwest quarter of Section thirty (30); also, the East forty (40) feet of the West one hundred ninety (190) feet of the Northwest quarter of Section thirty one (31), all in Township forty two (42) North, Range nine (9) East of the Third Principal Meridian.