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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/09/2014 02:36 PM Pg: 1 of 7

This document was prepared by
and after recording return to:

Lee A. Robertson, Esq.
Much Shelist
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is executed as of the 3rd day of September, 2014 by and between **THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**, a municipal corporation ("**Landlord**"), and **HEARTLAND RECYCLING, L.L.C.**, an Illinois limited liability company ("**Tenant**").

Landlord and Tenant have entered into that certain Lease Agreement dated August 7, 2014 (the "**Lease**"), pursuant to which Landlord has leased to Tenant certain vacant land commonly known as 6400 West 41st Street, Forest View, Illinois, legally described on Exhibit A attached hereto and made a part hereof (the "**Leased Premises**").

Landlord and Tenant have entered into this Memorandum of Lease to confirm the Lease of the Leased Premises and to provide notice to any interested parties of such Lease and to provide notice of certain terms and provisions thereof.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Lease, the Landlord and Tenant hereby give notice as follows:

1. **Certain Defined Terms.** Capitalized terms not otherwise defined in this Memorandum will have the respective meanings ascribed to them in the Lease.
2. **Term of Lease.** Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises for a term commencing on August 15, 2014 and ending on August 15, 2035. There are no options to extend the Lease term.
3. **Easement.** Pursuant to Article 11 of the Lease, Tenant is granted a non-exclusive easement to traverse 41st Street from Cicero Avenue and Canal Bank Road from Harlem Avenue to access the Leased Premises.

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5. **Recording Purposes Only.** This Memorandum is executed for recording purposes only and is intended solely to give notice of the interest of Tenant in the Leased Premises under the Lease. This Memorandum shall not modify in any manner the terms, conditions or intent of the Lease and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Lease or determine the intent of the parties under the Lease. In the event of any conflict between the terms of this Memorandum and the terms of the Lease, as it may be amended from time to time, the terms of the Lease shall govern and control.

6. **Counterparts.** This Memorandum may be executed in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument.

7. **Successors.** The covenants and conditions made and entered into by the parties hereto shall be binding upon and inure to the benefit of their respective successors and assigns.

(SIGNATURE PAGE FOLLOWS)

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be duly executed as of the date first above written.

LANDLORD:

TENANT:

THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation

HEARTLAND RECYCLING, L.L.C., an Illinois limited liability company

By: 
Name: Christopher M. Murray
Title: Senior Attorney

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be duly executed as of the date first above written.

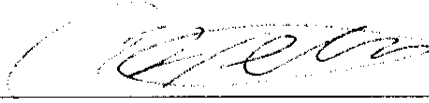
LANDLORD:

TENANT:

THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation

HEARTLAND RECYCLING, L.L.C., an Illinois limited liability company

By: _____
Name: _____
Title: _____

By:  _____
Name: ALAN J HANLEY
Title: CEO

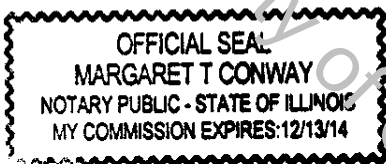
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, a notary public in and for the county and state aforesaid, do hereby certify that Christopher M. Murray, a Senior Attorney of **THE METROPOLITAN WATER RECLAMATION DISTRICT**, a municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Dated this 30th day of September, 2014.



Margaret T. Conway
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, a notary public in and for the county and state aforesaid, do hereby certify that _____, the _____ of **HEARTLAND RECYCLING, L.L.C.**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Dated this ____ day of August, 2014.

Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

PARTS OF LOTS 78 AND 80 OF SANITARY DISTRICT TRUSTEES' SUBDIVISION OF RIGHT-OF-WAY FROM NORTH AND SOUTH CENTERLINE OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 76 OF SAID SANITARY DISTRICT TRUSTEES' SUBDIVISION; THENCE SOUTH 55 DEGREES 09 MINUTES 44 SECONDS WEST (AN ASSUMED BEARING ALONG A LINE DRAWN BETWEEN SAID SOUTHEAST CORNER OF LOT 76 AND A POINT ON THE EAST LINE OF LOT 84 IN SAID SANITARY DISTRICT TRUSTEES' SUBDIVISION, SAID POINT BEING 180 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 84 AS MEASURED ALONG SAID EAST LINE OF LOT 84, A DISTANCE OF 2447.50 FEET, MORE OR LESS TO A FOUND CROSS CUT; THENCE NORTH 34 DEGREES 50 MINUTES 15 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 55 DEGREES 09 MINUTES 44 SECONDS EAST A DISTANCE OF 825.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55 DEGREES 35 MINUTES 31 SECONDS EAST, A DISTANCE OF 1050.31 FEET; THENCE NORTH 34 DEGREES 24 MINUTES 29 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 224.72 FEET TO THE EDGE OF THE "CHICAGO SANITARY AND SHIP CANAL" (AS IT WAS IN APRIL 2011); THENCE SOUTHWESTERLY ALONG SAID CANAL FOR THE FOLLOWING NINE (9) COURSES; 1) THENCE SOUTH 51 DEGREES 10 MINUTES 31 SECONDS WEST, A DISTANCE OF 48.15 FEET; 2) THENCE SOUTH 59 DEGREES 34 MINUTES 33 SECONDS WEST, A DISTANCE OF 183.78 FEET; 3) THENCE SOUTH 53 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 170.62; 4) THENCE SOUTH 57 DEGREES 51 MINUTES 37 SECONDS WEST, A DISTANCE OF 90.98 FEET; 5) THENCE 53 DEGREES 09 MINUTES 59 SECONDS WEST, A DISTANCE OF 85.57 FEET; 6) THENCE SOUTH 50 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 129.02 FEET; 7) THENCE 58 DEGREES 14 MINUTES 14 SECONDS WEST, A DISTANCE OF 86.79 FEET; 8) THENCE 61 DEGREES 59 MINUTES 43 SECONDS WEST, A DISTANCE OF 111.72 FEET; 9) THENCE SOUTH 55 DEGREES 09 MINUTES 00 SECONDS WEST, A DISTANCE OF 147.47 FEET; THENCE SOUTH 34 DEGREES 50 MINUTES 18 SECONDS EAST, A DISTANCE OF 228.02 FEET TO THE POINT OF BEGINNING CONTAINING 5.45 ACRES OF LAND, MORE OR LESS. ALL IN COOK COUNTY, ILLINOIS.

PIN: Part of 19-05-300-025-0000 and part of 19-05-300-026-0000

Commonly known as 6400 West 41st Street, Forest View, Illinois