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CHI-EI 305

This instrument was drafted by
and after recording return to:

Dennis L. Myers, 3H78
Ameritech Cellular Services
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

. DEPT-01 RECORDING \$31.50
. T#0014 TRAN 9606 12/05/95 14:42:00
. #2899 # JW *-95-843758
. COOK COUNTY RECORDER

MEMORANDUM OF GROUND LEASE AGREEMENT AND GRANT OF EASEMENTS

31.50

This Memorandum of Ground Lease Agreement is made this 25th day of October, 1995, between the Village of Niles, a municipal corporation, having an address at 7601 N. Milwaukee, Niles, Illinois, as the Landlord, and Chicago SMSA Limited Partnership, an Illinois limited partnership, having an address c/o Ameritech Cellular Services, 2000 W. Ameritech Center Drive, Hoffman Estates, IL 60195-5000, ATTN: Vice President-General Counsel and Manager, Real Estate & Zoning, as the Tenant.

1. Landlord hereby grants to Tenant and Tenant hereby takes from the Landlord subject to all terms and conditions of Ground Lease Agreement dated October 25, 1995 the right to lease the Property in the County of Cook, City of Niles, and State of Illinois as legally described in Rider A and the easements as legally described in said Rider A ("Leased Property"). The common address of the Leased Property and its Property Identification Number(s) are also set forth in said rider.

2. The Lease is for an initial term of five (5) years beginning November 1, 1995 and ending October 31, 2000. Unless affirmatively canceled by Tenant, the Initial Lease term will be extended automatically for three (3) successive terms of five (5) years each. If Tenant desires to not extend any subsequent term of the Lease, it must give Landlord written notice of its intention to not extend the term at least sixty (60) days prior to the expiration of the then current term, whereupon the Lease shall be deemed canceled upon the expiration of the then current term. The maximum date to which Lease may be extended is twenty (20) years from the commencement date, unless at the end of the third (3rd) five (5) year extension term the Lease has not been terminated by the Landlord or Tenant as set forth in the Lease, in which case the Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and so on from year to year until terminated by either party in compliance with the Lease. The term of the easements is co-extensive with that of the Lease.

Revised 10/24/95

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3. Subject to the terms and conditions of the Lease, all improvements (including fixtures) added to the Leased Property by Tenant shall be Tenant's property and shall be removed by Tenant within ninety (90) days after termination of the Lease, except Tenant will not be required to remove any driveways, sidewalks, foundations, underground piping or wiring or any other fixtures or improvements at or below ground level.


4. The rights and obligations of Landlord and Tenant shall be construed solely by reference to the provisions of the Lease and in the event of any conflict between the provisions of the Lease and those of this Memorandum of Lease the provisions of the Lease shall control.

5. All mortgages, installment sale contracts and other financing instruments entered into by Landlord after the date of this Memorandum of Lease with respect to the Leased Property shall be expressly subject to and subordinate to the rights of the Tenant under the Lease unless the parties to such mortgages, contracts and other instruments deliver to Tenant an executed subordination, non-disturbance and attornment agreement in form satisfactory to Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed by themselves or their duly authorized officers as of the day and year written below for the purpose of providing an instrument for recording.

LANDLORD

VILLAGE OF NILES, a municipal corporation

By: 

Name: Nicholas B. Blase

Title: Mayor

Date: October 25, 1995

TENANT

Chicago SMSA Limited Partnership, an Illinois limited partnership, by its general partner, Ameritech Mobile Phone Service of Chicago, Inc.

By: 

Name: JAY ELLISON

Title: Deputy Vice President

Date: 11/10/95

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RIDER A TO MEMORANDUM OF LEASE AND GRANT OF EASEMENTS

LEGAL DESCRIPTION OF LEASED PROPERTY AND EASEMENTS

AMCI LEASE SITE DESCRIPTION:

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE N.02°46'02"E, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 314.52 FEET; THENCE S.89°40'38"E, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 125.85 FEET; THENCE S.34°36'13"E, A DISTANCE OF 109.04 FEET; THENCE S.02°46'02"W, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, 15.55 FEET; THENCE S.87°13'58"E, PERPENDICULAR TO SAID WEST LINE, 11.91 FEET TO A LINE THAT IS 21.00 FEET WESTERLY OF (MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE WEST LINE OF A PUBLIC ALLEY AS PLATTED IN LARPEN GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14 FOR THE POINT OF BEGINNING; THENCE N.02°46'02"E, ALONG SAID PARALLEL LINE, 12.55 FEET; THENCE S.87°13'58"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 21.00 FEET TO THE WESTERLY LINE OF SAID PUBLIC ALLEY; THENCE S.02°46'02"W, ALONG SAID WESTERLY LINE AND PERPENDICULAR TO THE LAST DESCRIBED COURSE, 37.00 FEET; THENCE N.87°13'58"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 21.00 FEET TO A LINE THAT IS PARALLEL WITH THE WEST LINE OF SAID PUBLIC ALLEY AND PASSES THROUGH THE POINT OF BEGINNING; THENCE N.02°46'02"E, ALONG SAID PARALLEL LINE, A DISTANCE OF 24.45 FEET TO THE POINT OF BEGINNING, CONTAINING 777.00 SQUARE FEET IN MAINE TOWNSHIP, COOK COUNTY, ILLINOIS.

AMCI ACCESS EASEMENT DESCRIPTION:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE N.02°46'02"E, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 314.52 FEET; THENCE S.89°40'58"E, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 33.03 FEET TO THE EAST RIGHT OF WAY LINE OF CUMBERLAND AVENUE, AS MONUMENTED, BEING A LINE 30.00 FEET EASTERLY OF (MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE CONTINUING S.89°40'58"E, ALONG THE LAST DESCRIBED COURSE, 92.82 FEET; THENCE S.34°36'13"E, A DISTANCE OF 109.04 FEET; THENCE S.02°46'02"W, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, 15.55 FEET; THENCE S.87°13'58"E, PERPENDICULAR TO SAID WEST LINE, 11.91 FEET TO A LINE THAT IS 21.00 FEET WESTERLY OF (MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE WEST LINE OF A PUBLIC ALLEY AS PLATTED IN LARPEN GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14; THENCE N.02°46'02"E, ALONG SAID PARALLEL LINE, 12.55 FEET; THENCE S.87°13'58"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 11.67 FEET; THENCE N.02°46'02"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 11.88 FEET; THENCE N.87°13'58"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 15.27 FEET; THENCE N.34°36'13"W, 113.28 FEET; THENCE N.89°40'58"W, PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14, 98.56 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF CUMBERLAND AVENUE, AS MONUMENTED; THENCE S.02°46'02"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 12.01 FEET TO THE POINT OF BEGINNING, CONTAINING 2874.95 SQUARE FEET IN MAINE TOWNSHIP, COOK COUNTY, ILLINOIS.

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RIDER A TO MEMORANDUM OF LEASE AND GRANT OF EASEMENTS

LEGAL DESCRIPTION OF LEASED PROPERTY AND EASEMENTS

AMCI ANTENNA CABLE EASEMENT DESCRIPTION:

A PARCEL OF LAND FOR ANTENNA CABLE EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE N.02°46'02"E, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 314.52 FEET; THENCE S.89°40'58"E, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 125.85 FEET; THENCE S.34°36'13"E, A DISTANCE OF 109.04 FEET; THENCE S.02°46'02"W, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, 15.55 FEET; THENCE S.87°13'58"E, PERPENDICULAR TO SAID WEST LINE, 11.91 FEET TO A LINE THAT IS 21.00 FEET WESTERLY OF (MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE WEST LINE OF A PUBLIC ALLEY AS PLATTED IN LARPEN GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14; THENCE S.02°46'02"W, ALONG SAID PARALLEL LINE, 13.26 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING S.02°46'02"W, ALONG SAID PARALLEL LINE, 8.14 FEET; THENCE N.76°43'06"W, A DISTANCE OF 33.82 FEET; THENCE N.00°00'00"E, A DISTANCE OF 8.22 FEET; THENCE S.76°43'06"E, A DISTANCE OF 34.22 FEET TO THE POINT OF BEGINNING, CONTAINING 272.16 SQUARE FEET IN MAINE TOWNSHIP, COOK COUNTY, ILLINOIS.

AMCI ANTENNA TOWER EASEMENT DESCRIPTION:

A PARCEL OF LAND FOR ANTENNA TOWER EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE N.02°46'02"E, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 314.52 FEET; THENCE S.89°40'58"E, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 125.85 FEET; THENCE S.34°36'13"E, A DISTANCE OF 109.04 FEET; THENCE S.02°46'02"W, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, 15.55 FEET; THENCE S.87°13'58"E, PERPENDICULAR TO SAID WEST LINE, 11.91 FEET TO A LINE THAT IS 21.00 FEET WESTERLY OF (MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE WEST LINE OF A PUBLIC ALLEY AS PLATTED IN LARPEN GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14; THENCE S.02°46'02"W, ALONG SAID PARALLEL LINE, 21.40 FEET; THENCE N.76°43'06"W, 33.82 FEET FOR THE POINT OF BEGINNING; THENCE N.00°00'00"E, A DISTANCE OF 8.98 FEET; THENCE S.90°00'00"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE S.00°00'00"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE N.90°00'00"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE N.00°00'00"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 102 FEET TO THE POINT OF BEGINNING, CONTAINING 100.00 SQUARE FEET IN MAINE TOWNSHIP, COOK COUNTY, ILLINOIS.

Common Address: 8360 Dempster
Niles, Illinois 60714

Property Identification No: 09-14-408-004

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NOTARY FOR CHICAGO SMSA LIMITED PARTNERSHIP

MEMORANDUM OF LEASE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

Personally came before me this 10th day of November, 1995, the above named Jay M. Ellison as the Regional Vice President of Ameritech Mobile Phone Service of Chicago, Inc., which corporation is the sole general partner of Chicago SMSA Limited Partnership and acknowledged that he executed the foregoing instrument on behalf of said corporation and by its authority for the purposes set forth therein.

Patricia E Driscoll

Print Name: PATRICIA E. DRISCOLL

Notary Public, Cook County
State of Illinois



My commission expires:
5/3/99