

This instrument was drafted by
and after recording return to:

95882922

Dennis L. Myers, JH78
Ameritech Cellular Services
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

DEPT-01 RECORDING \$29.50
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COOK COUNTY RECORDER

MEMORANDUM OF GROUND LEASE AGREEMENT
AND GRANT OF EASEMENTS

This Memorandum of Ground Lease Agreement is made this 21ST day of JUNE, 1995, between Sani-Wash of Illinois having an address at 2316 W. 167th Street, Markham, Illinois 60426, as the Landlord, and Chicago SMSA Limited Partnership, an Illinois limited partnership, having an address c/o Ameritech Mobile Communications, Inc., 1515 Woodfield Road, Suite 1400, Schaumburg, Illinois 60173 Attn: Manager Real Estate & Zoning, 10th Floor as the Tenant. 2950

1. Landlord hereby grants to Tenant and Tenant hereby takes from the Landlord subject to all terms and conditions of the Ground Lease Agreement dated 21 JUNE, 1995, the right to lease the Property in the County of Cook, City of Markham, 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 Order.

2. The Lease is for an initial term of five (5) years beginning June 1, 1995 and ending May 31, 2000. Unless affirmatively cancelled by Tenant, the Initial Lease term will be extended automatically for four (4) 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 cancelled upon the expiration of the then current term. The maximum date to which this Lease may be extended is twenty-five (25) years from the commencement date, unless at the end of the fourth (4th) 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.

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 the provisions of the Lease shall control.

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5. All mortgages, installment sale contracts and other financing instruments entered into by the 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

Sani-Wash of Illinois

By: David W. Peart

Name: DAVID W. PEART

Title: President

TENANT

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

By: Gregory M. Maher

Jay Ellison

Regional Vice President

Gregory M. Maher

Director Results & Admin

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**RIDER A TO MEMORANDUM OF LEASE
AND GRANT OF EASEMENTS**

**LEGAL DESCRIPTION OF LEASED PREMISES
AND EASEMENTS**

AMCI LEASE SITE DESCRIPTION:

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN THAT PART OF LOT 10 IN W. K. GORE'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (EXCEPT THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE N.00°51'45"W, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 17.00 FEET; THENCE N.89°12'23"E, PARALLEL WITH THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 32.94 FEET; THENCE N.21°09'10"E, A DISTANCE OF 197.63 FEET; THENCE N.00°00'00"E, A DISTANCE OF 275.00 FEET FOR THE POINT OF BEGINNING; THENCE N.90°00'00"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE N.00°00'00"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 63.00 FEET; THENCE S.90°00'00"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE S.00°00'00"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 63.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1930.00 SQUARE FEET IN THORNTON TOWNSHIP, COOK COUNTY, ILLINOIS.

AMCI ACCESS EASEMENT DESCRIPTION:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF LOT 10 IN W. K. GORE'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (EXCEPT THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE N.00°51'45"W, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 17.00 FEET; THENCE N.89°12'23"E, PARALLEL WITH THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 32.94 FEET FOR THE POINT OF BEGINNING; THENCE N.21°09'10"E, A DISTANCE OF 197.63 FEET; THENCE N.00°00'00"E, A DISTANCE OF 275.00 FEET; THENCE N.90°00'00"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE S.00°00'00"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE S.90°00'00"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 13.00 FEET; THENCE S.45°00'00"W, A DISTANCE OF 7.07 FEET; THENCE S.00°00'00"W, A DISTANCE OF 242.24 FEET; THENCE S.21°09'10"W, A DISTANCE OF 195.04 FEET TO A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF AFORESAID LOT 10 AND PASSES THROUGH THE POINT OF BEGINNING; THENCE S.89°12'23"W, ALONG SAID PARALLEL LINE, 12.94 FEET TO THE POINT OF BEGINNING, CONTAINING 6221.97 SQUARE FEET IN THORNTON TOWNSHIP, COOK COUNTY, ILLINOIS.

AMCI UTILITY EASEMENT DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED WITHIN THAT PART OF LOT 10 IN W. K. GORE'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (EXCEPT THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE N.00°51'45"W, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 17.00 FEET; THENCE N.89°12'23"E, PARALLEL WITH THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 32.94 FEET; THENCE N.21°09'10"E, A DISTANCE OF 197.63 FEET; THENCE N.00°00'00"E, A DISTANCE OF 275.00 FEET; THENCE N.90°00'00"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE N.00°00'00"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 4.67 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N.00°00'00"E, ALONG SAID PERPENDICULAR LINE, 20.00 FEET, (THIS COURSE HEREINAFTER REFERRED TO AS LINE 'A'); THENCE S.59°14'24"E, A DISTANCE OF 15.67 FEET; THENCE S.00°10'44"E, A DISTANCE OF 474.36 FEET TO THE NORTH LINE OF THE SOUTH 17.00 FEET OF AFORESAID LOT 10; THENCE S.89°12'23"W, ALONG SAID NORTH LINE, 8.00 FEET; THENCE N.00°10'44"W, 462.49 FEET TO A LINE THAT IS PERPENDICULAR TO AFORESAID LINE 'A' AND PASSES THROUGH THE POINT OF BEGINNING; THENCE S.90°00'00"W, ALONG SAID PERPENDICULAR LINE, 5.50 FEET TO THE POINT OF BEGINNING, CONTAINING 3915.03 SQUARE FEET IN THORNTON TOWNSHIP, COOK COUNTY, ILLINOIS.

Common Address: 2316 W. 167th Street, Markham, Illinois 60426

Property Identification No: 29-19-309-003

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NOTARY FOR CORPORATE LANDLORD

MEMORANDUM OF LEASE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

Personally came before me this 21ST day of JUNE, 1995 the above named DAVID W. PEART as the PRESIDENT of SANI-WASH OIL INC. and acknowledged that he executed the foregoing instrument on behalf of said corporation and by its authority for the purposes set forth therein.

David W. Peart
Print Name: DAVID W. PEART

Notary Public, Cook County
State of Illinois

My Commission Expires:

July 7, 1997

Subscribed and sworn to before me

this 21st day of June, 1995
at McKinn, County of Cook, State of Illinois

Jeanne Caswell
Notary Public



950602922

NOTARY FOR CHICAGO SMSA LIMITED PARTNERSHIP

MEMORANDUM OF LEASE

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

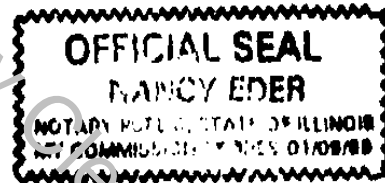
Personally came before me this 12th day of JUNE, 1995 the above named ~~Jay Ellison~~, ~~the Regional Vice President of Ameritech Mobile Phone Service of Chicago, Inc.~~, which corporation is the sole general partner of Chicago SMSA Limited Partnership and acknowledged that he executed the foregoing instrument on behalf of said corporation and by its authority for the purposes set forth therein.

→ Gregory M. Maher as the Director Results & Administration

Nancy Eder
Print Name: NANCY EDER

Notary Public, Cook County
State of Illinois

My Commission Expires:



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