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This instrument was drafted by  
and after recording return to:

Robaine Miller, 3189C  
Ameritech Mobile Communications, Inc.  
2000 W. Ameritech Center Drive  
Hoffman Estates, IL 60195-5000

95272890

DEPT-01 RECORDING 129.50  
140000 IRON 1443 04/26/95 15:42:00  
44537 \* C.J \* -95-272890  
COOK COUNTY RECORDER

## MEMORANDUM OF TOWER AND GROUND LEASE AGREEMENT AND GRANT OF EASEMENTS

This Memorandum of Tower and Ground Lease Agreement is made this 1 day of August, 1994, between the Board of Junior College District 504, County of Cook, State of Illinois, a body politic and corporate having an address at Triton College, 2000 Fifth Avenue, River Grove, Illinois 60171, as the Landlord, and Chicago SMSA Limited Partnership, an Illinois limited partnership, having an address c/o Ameritech Mobile Communications, Inc., 1515 Woodfield Road, Schaumburg, IL 60173, Attn: Manager Real Estate & Zoning as the Tenant.

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1. Landlord hereby grants to Tenant and Tenant hereby takes from the Landlord subject to all terms and conditions of a Tower and Ground Lease Agreement dated July 5, 1994, the right to lease the Property in the County of Cook, City of River Grove, 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 August 1, 1994 and ending July 31, 1999. Unless affirmatively canceled 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 canceled upon the expiration of the then current term. The maximum date to which 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

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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

Board of Junior College District  
504, County of Cook, State of  
Illinois, a body politic and  
corporate

By:   
Name: Mark R. Stephens  
Title: Chairman, Bd of Trustees

Date: August 1, 1994

## TENANT

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

By:   
Name: Jay Ellison  
Title: Regional Vice President

Date: 4/13/95

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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 OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 10.00 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE S.88°50'52"W, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, 45.00 FEET; THENCE S.01°09'08"E, PARALLEL WITH THE WEST LINE OF THE EAST 10.00 ACRES OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, 60.00 FEET; THENCE N.88°50'52"E, PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, 45.00 FEET TO THE WEST LINE OF THE EAST 10.00 ACRES OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE N.01°09'08"W, ALONG SAID WEST LINE, 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2700.00 SQUARE FEET, IN LEYDEN TOWNSHIP, COOK COUNTY, ILLINOIS.

#### AMCI UTILITY EASEMENT DESCRIPTION

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 10.00 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE S.88°50'52"W, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, 45.00 FEET; FOR THE POINT OF BEGINNING; THENCE S.01°09'08"E, PARALLEL WITH THE WEST LINE OF THE EAST 10.00 ACRES OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, 8.00 FEET; THENCE S.88°50'52"W, PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 13.24 FEET; THENCE S.01°09'08"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 4.89 FEET; THENCE S.80°46'29"W, A DISTANCE OF 8.08 FEET; THENCE N.01°09'08"W, A DISTANCE OF 6.03 FEET TO A LINE THAT IS 8.00 FEET SOUTH OF (MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE S.88°50'52"W, ALONG SAID PARALLEL LINE, 885.87 FEET TO A LINE THAT IS 50.00 FEET EAST OF (MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, BEING ALSO THE EAST RIGHT OF WAY LINE, AS MONUMENTED, OF FIFTH AVENUE; THENCE N.01°10'40"W, ALONG SAID PARALLEL LINE AND ALONG SAID EAST RIGHT OF WAY LINE, AS MONUMENTED, 8.00 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE N.88°50'52"E, ALONG SAID NORTH LINE, 907.11 FEET TO THE POINT OF BEGINNING, CONTAINING 7300.56 SQUARE FEET, IN LEYDEN TOWNSHIP, COOK COUNTY, ILLINOIS.

Common Address:

2000 Fifth Avenue  
River Grove, Illinois 60171

Property Identification No:

12-35-301-003

952-72890

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04/10/2018

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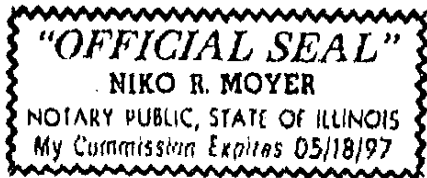
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NOTARY FOR CORPORATE LANDLORD

MEMORANDUM OF LEASE

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

Personally came before me this 1st day of August, 1994 the above named Mark R. Stephens as the Chairman of Trustees of the Board of Junior College District 504, County of Cook, State of Illinois, a body politic and corporate and acknowledged that he executed the foregoing instrument on behalf of said corporation and by its authority for the purposes set forth therein.



Niko R. Moyer  
Print Name: NIKO R. MOYER  
Notary Public, Cook County  
State of Illinois

My commission expires:

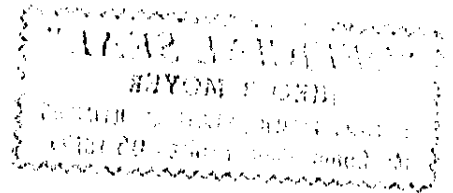
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NOTARY FOR CHICAGO SMSA LIMITED PARTNERSHIP

MEMORANDUM OF LEASE

STATE OF ILLINOIS)

COUNTY OF COOK ) SS

Personally came before me this 13<sup>th</sup> day of April, 1998 the above named Jeffery C. Locke 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.

Valerie Cardinallo  
Print Name: VALERIE CARDINALLO

Notary Public, Cook County  
State of Illinois

My commission expires:

11/2/98



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ALBERT J. SORVALLO  
CLERK OF COOK COUNTY  
JAN 11 2011