

OLD FOR FIRST AMERICAN TITLE
FA 12524
HOLD FOR FIRST AMERICAN TITLE

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

GAR-R319

95002112

95 JAN 11 AM 9:50

AMASA G. COLBY
CHIEF DEP. RECORDER

FILED

JAN 11 1995

This instrument was drafted by
and after recording return to:

Rosanne Miller #3H89C
Ameritech Mobile Communications, Inc.
2000 Ameritech Center Drive
Hoffman Estates, IL 60195

MEMORANDUM OF GROUND LEASE AGREEMENT SAM ORLICH
AND GRANT OF EASEMENTS AUDITOR LAKE COUNTY

This Memorandum of Ground Lease Agreement is made this 21ST day of JULY, 1994, between Marvin D. and Sally A. DeJong having an address at 17528 Maple Street, Lansing, Illinois 60438-2004, 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.

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 JULY 21, 1994, the right to lease the Property in the County of Lake, City of Dyer, and State of Indiana 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 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.

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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 the provisions of the Lease shall control.

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

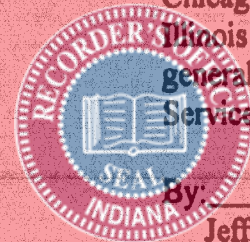
Marvin D. DeJong
Sally A. DeJong

By: *Marvin D. DeJong*
Marvin D. DeJong

By: *Sally A. DeJong*
Sally A. DeJong

TENANT

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



By: *Jeffrey C. Locke*
Jeffrey C. Locke
Regional Vice President



**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 THE WEST HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7 WITH THE SOUTH LINE OF THE NORTH 600.00 FEET OF THE WEST LINE OF THE LAKE COUNTY RECORDS, THENCE S.89°18'58"E, ALONG SAID SOUTH LINE, 296.75 FEET; THENCE N.00°41'02"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 157.49 FEET TO THE SOUTHWEST CORNER OF AN EXISTING METAL POLE BARN FOR THE POINT OF BEGINNING; THENCE N.89°28'31"W, A DISTANCE OF 17.00 FEET; THENCE N.36°06'34"W, A DISTANCE OF 24.30 FEET; THENCE N.00°31'29"E, PERPENDICULAR TO THE PENULTIMATE DESCRIBED COURSE, 15.50 FEET; THENCE S.89°28'31"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 31.50 FEET TO THE WEST LINE OF THE AFORESAID EXISTING METAL POLE BARN; THENCE S.00°31'29"W, ALONG SAID WEST LINE, 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 961.12 SQUARE FEET IN ST. JOHN TOWNSHIP, LAKE COUNTY, INDIANA.



Common Address: 1335 Calument Avenue, Dyer, Indiana 46311

Property Identification No: 12-14-0002-0011

**Created 4/4/94
Ground Lease Memo**

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

**LEGAL DESCRIPTION OF LEASED PREMISES
AND EASEMENTS**

AMCI ACCESS EASEMENT DESCRIPTION

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE WEST HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7 WITH THE SOUTH LINE OF THE NORTH 600.00 FEET OF THE WEST HALF OF SAID SECTION 7; THENCE S.89°18'58"E, ALONG SAID SOUTH LINE, 296.75 FEET; THENCE N.00°41'02"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 157.49 FEET TO THE SOUTHWEST CORNER OF AN EXISTING METAL POLE BARN; THENCE N.89°28'31"W, A DISTANCE OF 17.00 FEET; (THIS COURSE HEREINAFTER REFERRED TO AS LINE 'A') THENCE N.36°06'34"W, A DISTANCE OF 22.43 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N.36°06'34"W, A DISTANCE OF 1.87 FEET; THENCE N.00°31'29"E, PERPENDICULAR TO AFORESAID LINE 'A', 10.50 FEET; THENCE N.89°28'31"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 147.29 FEET; THENCE N.00°31'29"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 147.29 FEET; THENCE NORTHERLY AND WESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 27.00 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, 41.66 FEET; THENCE N.87°53'09"W, TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 189.55 FEET TO THE EAST RIGHT OF WAY LINE, AS MONUMENTED, OF CALUMET AVENUE; THENCE S.00°03'13"E, ALONG SAID EAST RIGHT OF WAY LINE, AS MONUMENTED, 12.01 FEET; THENCE S.45°31'29"W, A DISTANCE OF 189.10 FEET; THENCE EASTERLY AND SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, 23.15 FEET; THENCE S.00°31'29"W, TANGENT TO THE LAST DESCRIBED CURVE, 137.29 FEET; THENCE S.45°31'29"W, A DISTANCE OF 7.07 FEET; THENCE N.89°28'31"W, A DISTANCE OF 10.00 FEET; THENCE S.00°31'29"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 12.00 FEET; THENCE S.89°28'31"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE S.44°28'31"E, A DISTANCE OF 7.07 FEET; THENCE S.00°31'29"W, A DISTANCE OF 15.00 FEET; THENCE S.89°28'31"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 12.00 FEET; THENCE N.00°31'29"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 15.00 FEET TO A LINE THAT IS PARALLEL WITH AFORESAID LINE 'A' AND PASSES THROUGH THE POINT OF BEGINNING; THENCE S.89°28'31"E, ALONG SAID PARALLEL LINE, 4.62 FEET TO THE POINT OF BEGINNING, CONTAINING 5000.05 SQUARE FEET IN ST. JOHN TOWNSHIP, LAKE COUNTY, INDIANA.

AMCI UTILITY EASEMENT DESCRIPTION

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE WEST HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7 WITH THE SOUTH LINE OF THE NORTH 600.00 FEET OF THE WEST HALF OF SAID SECTION 7; THENCE S.89°18'58"E, ALONG SAID SOUTH LINE, 296.75 FEET; THENCE N.00°41'02"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 157.49 FEET TO THE SOUTHWEST CORNER OF AN EXISTING METAL POLE BARN; THENCE N.89°28'31"W, A DISTANCE OF 17.00 FEET; (THIS COURSE HEREINAFTER REFERRED TO AS LINE 'A') THENCE N.36°06'34"W, A DISTANCE OF 12.46 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N.36°06'34"W, A DISTANCE OF 11.84 FEET; THENCE N.00°31'29"E, PERPENDICULAR TO AFORESAID LINE 'A', 15.50 FEET; THENCE N.70°51'39"W, A DISTANCE OF 71.37 FEET TO THE SOUTHEAST CORNER OF THE NORTH 385.00 FEET OF THE WEST 200.00 FEET OF THE WEST HALF OF AFORESAID SECTION 7; THENCE N.89°18'58"W, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7, 150.07 FEET TO THE EAST RIGHT OF WAY LINE, AS MONUMENTED, OF CALUMET AVENUE; THENCE S.00°03'13"E, ALONG SAID EAST RIGHT OF WAY LINE, AS MONUMENTED, 8.00 FEET; THENCE S.89°18'58"E, A DISTANCE OF 148.66 FEET; THENCE S.70°51'39"E, A DISTANCE OF 64.33 FEET; THENCE S.00°31'29"W, A DISTANCE OF 19.25 FEET TO A LINE THAT IS PARALLEL WITH AFORESAID LINE 'A' AND PASSES THROUGH THE POINT OF BEGINNING; THENCE S.89°28'31"E, ALONG SAID PARALLEL LINE, 15.06 FEET TO THE POINT OF BEGINNING, CONTAINING 1948.28 SQUARE FEET IN ST. JOHN TOWNSHIP, LAKE COUNTY, INDIANA.

NOTARY FOR INDIVIDUAL LANDLORD

MEMORANDUM OF LEASE

STATE OF ILLINOIS)
COUNTY OF Cook)SS

Personally came before me this 19th day of April, 1994 the above named MARVIN Document is is/are known to me to be the person(s) who executed the foregoing instrument and acknowledged the same.

NOT OFFICIAL!
This Document is the property of the Lake County Recorder.
Print Name: MARION G. KALISZ-HUIZENGA

Notary Public, Cook County
State of Illinois

My commission expire:

9-9-97

OFFICIAL SEAL
MARION G. KALISZ-HUIZENGA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-9-97



NOTARY FOR CHICAGO SMSA LIMITED PARTNERSHIP

MEMORANDUM OF LEASE

STATE OF ILLINOIS)
COUNTY OF DuPage) SS

Personally came before me this 21 day of July, 1994 the above named Jeffrey 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.

NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

Print Name: Sandra R. Truman

Notary Public, DuPage County
State of Illinois

My commission expires: June 21, 1997

