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GAR-R341

**FILED**

This instrument was drafted by  
and after recording return to:

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

FEB 1 1995

SAM ORLICH  
AUDITOR LAKE COUNTY

MARGARETTE N. CLEVELAND  
LAKE COUNTY RECORDER

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

HOLD FOR FIRST AMERICAN TITLE

**MEMORANDUM OF GROUND LEASE AGREEMENT  
AND GRANT OF EASEMENTS**

This Memorandum of Ground Lease Agreement is made this 5 day of December, 1994, between David J. Tokar having an address at P. O. Box 9032, Highland, Indiana 46322, as the Landlord, and Chicago SMSA Limited Partnership, an Illinois limited partnership, having an address c/o Ameritech Mobile Communications, Inc., 1915 Woodfield Road, Suite 1400, Schaumburg, Illinois 60173, Attorney 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 November 30, 1994, the right to lease the Property in the County of Lake, City of Merrillville, 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 November 15, 1994 and ending November 14, 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.

14.00  
for  
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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 underground piping or wiring or any other fixtures or improvements at or below ground level, except as defined in the Lease. In the event of any damage to the sidewalks or driveways, by Tenant, within or outside the easement such damage shall be immediately repaired in a good and workmanlike fashion.

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**

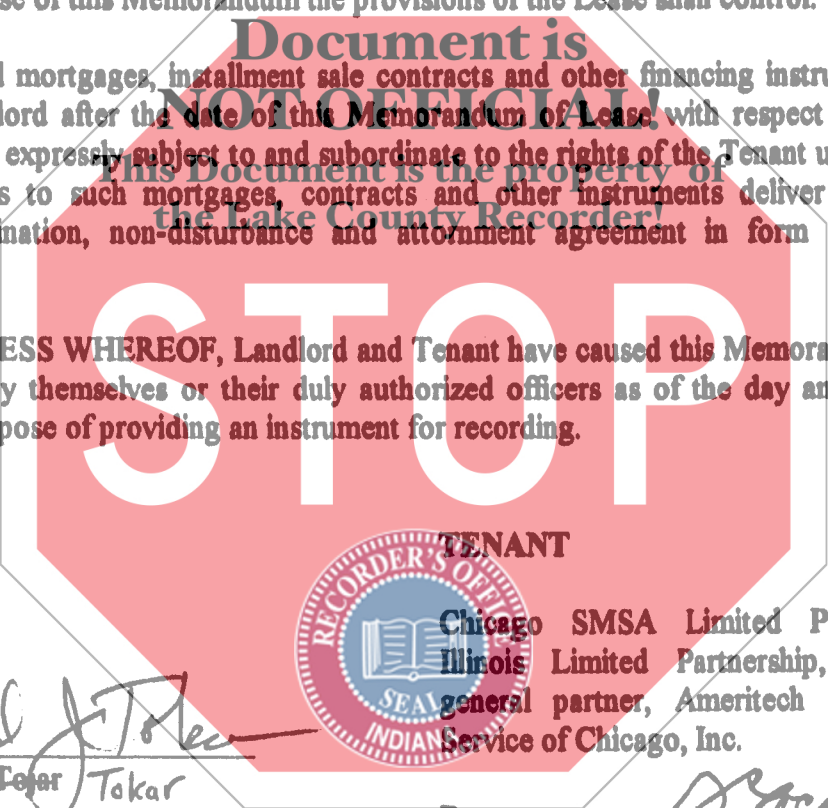
David J. Tokar

By: David J. Tokar  
Name: David J. Tokar Tokar

**TENANT**

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

By: Jeffery C. Locke  
Jeffery 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 SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE N89°57'01"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, 388.61 FEET; THENCE S00°02'59"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 830 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING S00°02'59"E, ALONG SAID PERPENDICULAR LINE, 40.00 FEET; THENCE S89°57'01"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.80 FEET; THENCE N00°02'59"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE N89°57'01"E, PERPENDICULAR TO THE DESCRIBED COURSE, 36.80 FEET TO THE POINT OF BEGINNING, CONTAINING 1440.00 SQUARE FEET IN ROSS TOWNSHIP, LAKE COUNTY, INDIANA.

**AMCI UTILITY EASEMENT DESCRIPTION**

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE N89°57'01"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, 45.75 FEET TO THE EAST RIGHT OF WAY LINE, AS MONUMENTED BY TAFT STREET (STATE ROUTE NO. 95) FOR THE POINT OF BEGINNING; THENCE CONTINUING N89°57'01"E, ALONG SAID NORTH LINE, 282.86 FEET; THENCE S00°02'59"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 6.00 FEET; THENCE S89°57'01"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 282.83 FEET TO THE AFORESAID EAST RIGHT OF WAY LINE, AS MONUMENTED BY TAFT STREET (STATE ROUTE NO. 95); THENCE N00°17'55"W, ALONG SAID EAST RIGHT OF WAY LINE, AS MONUMENTED, 6.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2262.77 SQUARE FEET IN ROSS TOWNSHIP, LAKE COUNTY, INDIANA.

**AMCI ACCESS EASEMENT DESCRIPTION**

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE N89°57'01"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, 388.61 FEET; THENCE S00°02'59"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 48.00 FEET; THENCE S89°57'01"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 19.00 FEET FOR THE POINT OF BEGINNING; THENCE S00°33'38"W, A DISTANCE OF 136.32 FEET; THENCE N89°58'06"W, A DISTANCE OF 261.39 FEET TO THE EAST RIGHT OF WAY LINE, AS MONUMENTED BY TAFT STREET (STATE ROUTE NO. 95); THENCE N00°17'55"W, ALONG SAID EAST RIGHT OF WAY LINE, AS MONUMENTED, 12.00 FEET; THENCE S89°52'06"E, A DISTANCE OF 244.77 FEET; THENCE N45°20'56"E, A DISTANCE OF 7.10 FEET; THENCE N00°33'58"E, A DISTANCE OF 108.20 FEET; THENCE N44°44'30"W, A DISTANCE OF 7.03 FEET; THENCE S89°57'01"W, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 20, A DISTANCE OF 11.00 FEET TO THE EAST WALL OF AN EXISTING BUILDING; THENCE N00°12'05"E, ALONG SAID EAST WALL, 12.00 FEET TO A LINE THAT IS PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER AND PASSES THROUGH THE POINT OF BEGINNING; THENCE N89°57'01"E, ALONG SAID PARALLEL LINE, 28.15 FEET TO THE POINT OF BEGINNING, CONTAINING 4850.00 SQUARE FEET IN ROSS TOWNSHIP, LAKE COUNTY, INDIANA.

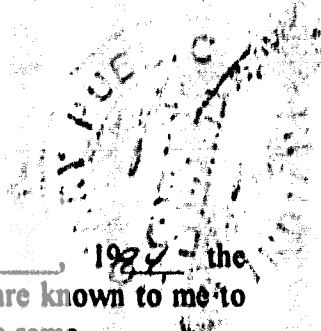
**Common Address: 7847-95 Taft Street, Merrillville, Indiana 46410**

**Property Identification No: 12-20-251-001, 002, 003 Unit Key #08-15-0119-0014, 0057, 0065**

NOTARY FOR INDIVIDUAL LANDLORD

MEMORANDUM OF LEASE

STATE OF ~~ILLINOIS~~ INDIANA )  
 )SS  
COUNTY OF LAKE )



Personally came before me this 6<sup>th</sup> day of DECEMBER, 1987 the  
above named DAVID J. TOKAR is/are known to me to  
be the person(s) who executed the foregoing instrument and acknowledged the same.

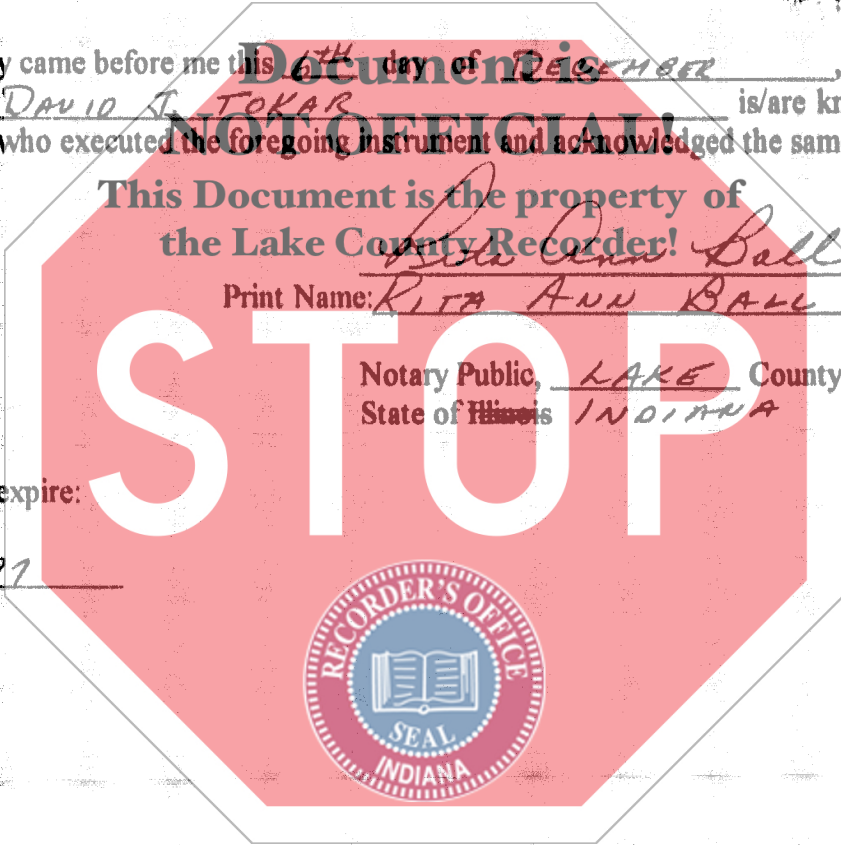
This Document is the property of  
the Lake County Recorder!

Print Name: RITA ANN BALL

Notary Public, LAKE County  
State of ~~Illinois~~ INDIANA

My commission expire:

10-28-97



NOTARY FOR CHICAGO SMSA LIMITED PARTNERSHIP

MEMORANDUM OF LEASE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

Personally came before me this 8 day of December 1994 the above named Jeffery C. Locks, 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.

This Document is the property of  
the Lake County Recorder!



*Sandra A. Leary*  
Print Name: SANDRA A. LEARY

Notary Public, DuPage County  
State of Illinois

My commission expires: 9/21/96

OFFICIAL SEAL  
SANDRA A LEARY  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. SEPT 21, 1996

