

2008 017848

2008 MAR 11 PM 1:24

MICHAEL A. BROWN
RECORDER

Lessee's Address

DRAFTED BY AND RETURN TO:

Attorney Anthony Rosa, Land Management
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
ATC Site No. 304541
Site Name: Gary, IN
TAX PARCEL ID NUMBER(S): 25-40-005-0026

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** is made effective as of the latter signature date hereof by and between **Richard S. Levenberg and Bernard G. Levenberg ("Lessor")** and **GARY CELLULAR TOWER HOLDINGS, LLC, a Delaware limited liability company ("Lessee")**.

Recitals

WHEREAS, Lessor and Gary Cellular Telephone Company, a partnership, predecessor in interest to Lessee entered into that certain lease dated July 25, 1991 (as amended, the "**Lease**"), whereby the Lessee leases a portion of the real property owned by Lessor (the "**Parent Parcel**"), such portion being more particularly set forth in Exhibit A attached hereto, together with certain easements for access and public utilities and, if applicable, guy wire and guy anchor easements (collectively, the "**Real Estate**"); and

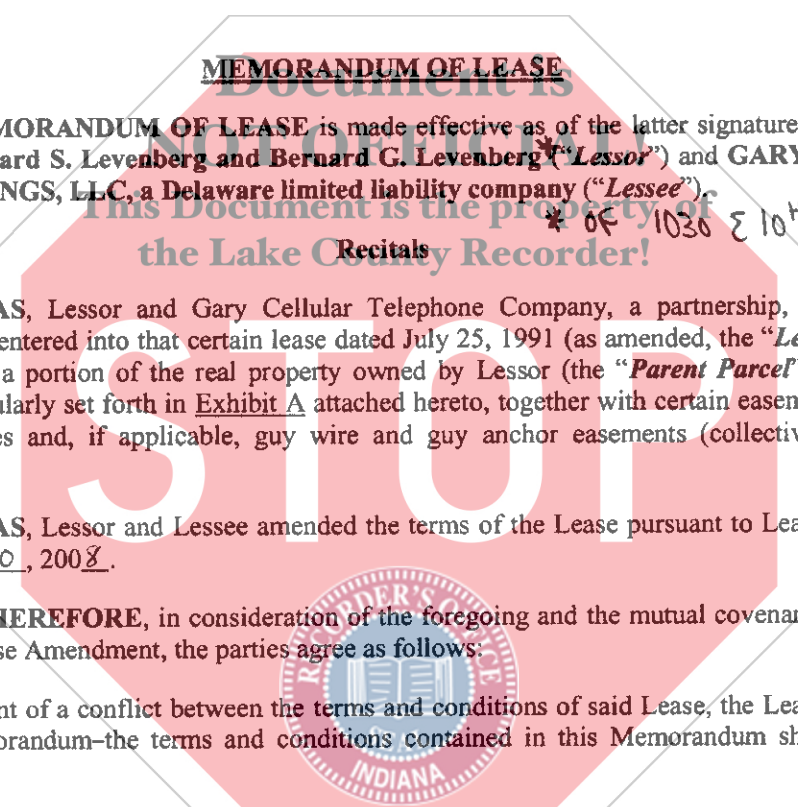
WHEREAS, Lessor and Lessee amended the terms of the Lease pursuant to Lease Amendment dated January 30, 2008.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in the Lease and Lease Amendment, the parties agree as follows:

1. In the event of a conflict between the terms and conditions of said Lease, the Lease Amendment this Memorandum—the terms and conditions contained in this Memorandum shall govern and control.
2. **Premises:** Landlord has leased to Tenant certain real property as depicted in Exhibit A attached hereto.

NUS0116

* OF 1030 E 10th Street, Gary, IN 46402



FILED

002143

304541 Gary, IN

MAR 10 2008

PEGGY HULINGA KATONA
LAKE COUNTY AUDITOR

Return to:



Metropolitan Title Company
NATIONAL SERVICES DIVISION
7891 Lochlin Drive
Brighton, MI 48116
Commercial: (877) 514-6266
Residential: (877) 387-2533

ddm
25.00
16341#
0.00100

3. **Term:** The term is **FORTY-NINE (49)** years commencing on the latter of the date of Lessor's or Lessee's notarized signature.
4. **Government Approvals:** Lessor shall fully cooperate with Lessee's and Lessee's customers and potential customers efforts to obtain and maintain in effect all government approvals necessary for such party's use of the Real Estate. Lessor agrees not to oppose any requests for such approvals and agrees to execute in a timely manner any documentation related to such approvals. Lessor grants to Lessee a Limited Power of Attorney ("**POA**") for the sole purpose of executing any building permits, land use and zoning applications on behalf of Lessor that are required by the local jurisdiction for Lessee and Lessee's customers to operate and conduct telecommunications or wireless business at the Real Estate. The POA shall be strictly construed for the purpose of signing building permits, land use and zoning applications on behalf of Lessor and this POA may only be assigned by Lessee to Lessee's parent company, subsidiaries or successors and assigns by merger or acquisition only. This POA shall not be used by Lessee to change the zoning classification of the Parent Parcel or the Real Estate or require Lessor to modify any of Lessor's property that surrounds the Real Estate and it shall automatically terminate as of the expiration of the Term. All costs associated with obtaining and maintaining all government approvals by Lessee or Lessee's customers shall be the sole responsibility of Lessee.
5. **Option for Additional Ground Space.** Lessor grants to Lessee an irrevocable option to expand the Real Estate at any time to an additional **ONE THOUSAND TWO HUNDRED (1,200)** square feet contiguous to the Real Estate, in a shape and location to be designated by Lessee by written notice to Lessor (the "**Option Area**"). In addition, after October 31, 2008, Lessee shall have an irrevocable option to expand the Real Estate to an additional **ONE THOUSAND TWO HUNDRED (1,200)** square feet contiguous to the Real Estate, in a shape and location to be designated by Lessee by written notice to Lessor for a total Option Area of 2,400 square feet. Lessor hereby agrees to give Lessee no less than 30 days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Parent Parcel. During the foregoing 30 day period Lessee may elect to designate the Option Area by written notice to Lessor, in which case such Option Area would no longer be available for Lessor to lease to a third party. Lessee may, at its sole cost and expense, have a survey prepared of the Option Area. Lessor agrees that the legal description of the area as shown on the survey shall then become the legal description of the Option Area. Lessor hereby grants to Lessee, its agents, employees and independent contractors the right to enter upon the Option Area at any time after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey. Lessor grants the right to clear trees and other obstructions which may interfere, in Lessee's sole discretion, with Lessee's ability to conduct such activities. Upon request, Lessor shall provide Lessee with any necessary keys or access codes needed to access the Option Area.
6. **Right of First Refusal.** If Lessor receives a bona fide offer from a third party to lease or purchase in fee simple the Parent Parcel or the Real Estate in whole or in part, or to take an assignment of any portion of Lessor's interest in the Lease, or if Lessor intends to communicate to a third party an offer to lease or sell in fee simple the Parent Parcel or the Real Estate, Lessor shall communicate the terms of such offer to Lessee and offer to lease or sell the Parent Parcel or Real Estate, as applicable to Lessee upon the same terms and conditions, including any financing terms. Lessee shall have 30 days from receipt of said notice from Lessor to accept said offer in writing. If Lessee elects not to exercise this right of first refusal within the 30 day time period, Lessor may convey the Parent Parcel, Real Estate or all or a portion of Lessor's interest in the Lease, as applicable, provided, however, that if the terms of conveyance change from that originally provided to Lessee or if such conveyance has not been consummated within 90 days of

the date of Lessor's written notice to Lessee, any such conveyance shall again be subject to Lessee's right of first refusal set forth above in this paragraph. Lessee's election not to exercise Lessee's right of first refusal shall not be deemed to be a waiver of this paragraph with respect to any future conveyances or proposed conveyances of the Parent Parcel, Real Estate or all or a portion of Lessor's interest in the Lease.

7. **Option to Purchase.** Lessee has the option to purchase the Real Estate, as same may be expanded pursuant to the terms of the Lease, including applicable easements for utilities and/or access, guy wire and guy anchor easements (if applicable), upon the expiration of the term for the sum of \$1.00. If Lessee elects to exercise said option, Lessee shall notify Lessor in writing 18 prior to expiration of Term. Upon Lessee's exercise of said option, Lessor agrees to cooperate with Lessee as necessary to obtain appropriate zoning, permitting, subdivision, and government approvals and to convey the Real Estate to Lessee by general warranty deed and easements in a form reasonably acceptable to Lessee. Lessee agrees that the foregoing cooperation shall include, but is not limited to, Lessor's recording covenants on the Parent Parcel which would restrict the use and development of the Parent Parcel to ensure that the Real Estate satisfies any jurisdictional fall zone or other land use requirements or stipulations.

[SIGNATURES NEXT PAGE]



304541 Gary, IN

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease by their hands as of the dates below.

LESSOR:

Richard S. Levenberg
Richard S. Levenberg

WITNESSES:

Signature
Print Name: _____

Date: 11-15-07

Signature
Print Name: _____

Acknowledgment

LESSOR

STATE OF ILLINOIS

COUNTY OF COOK

Document is
NOT OFFICIAL!

) ss:

On 11-15-07 before me, RICHARD S. LEVENBERG, personally
(here insert name of Notary Public)

Appeared RICHARD S. LEVENBERG personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

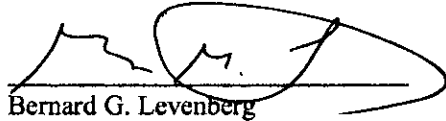
Notary Public

My Commission Expires: 9/19/08

{Seal}

OFFICIAL SEAL
LETY C WONG
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/19/08

LESSOR:


Bernard G. Levenberg

Date: 11-20-07

WITNESSES:

Signature
Print Name: _____

Signature
Print Name: _____

Acknowledgment

LESSOR
STATE OF ARIZONA

COUNTY OF PINAL

Document is NOT OFFICIAL!

On 11-20-07 before me, DOUGLAS E. CARN, personally
(here insert name of Notary Public)

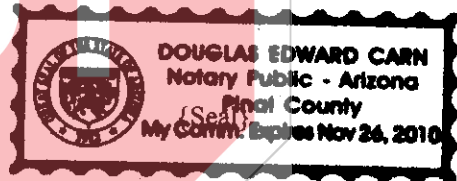
Appeared BERNARD G. LEVENBERG personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 

Notary Public

My Commission Expires: 11-26-2010



LESSEE:

WITNESSES:

GARY CELLULAR TOWER HOLDINGS, LLC, a Delaware limited liability company

By: [Signature]
Name:
Its: Nellie Jabbari
Senior Manager - Partnerships/MLAs
Date: JAN 30 2008

[Signature]
Signature
Print Name: Crystal Bankhead
[Signature]
Signature
Print Name: ADA Whiteley

Acknowledgment

LESSEE
STATE OF Georgia
COUNTY OF DeKalb

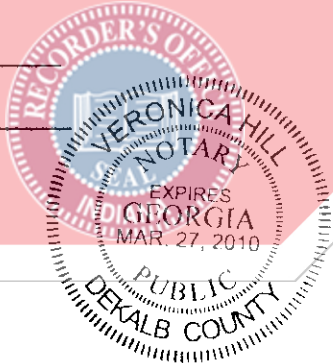
Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

On Jan 30, 2008 before me, Veronica Hill, personally
(here insert name of Notary Public)
Appeared Nellie Jabbari, personally known to me (or proved to me on
Name(s) of Document Signer(s)
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]
Notary Public
My Commission Expires: 02/27/10



{Seal}

304541 Gary, IN

EXHIBIT A

This Exhibit A May be Replaced by an As-Built Survey at Lessee's option depicting the Real Estate, Access and Utilities Easements and if applicable, guy wire and guy anchor easements

Real Estate

THAT PART OF THE NORTHEAST QUARTER OF SECTION TEN, TOWNSHIP THIRTY-SIX NORTH, RANGE EIGHT, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 1200.0 FT. WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER AND THE NORTHERLY LINE OF EAST 10TH PLACE; THENCE NORTH 00°15'27" WEST BEING AN ASSUMED BEARING ON SAID 1200.0 FT. WEST OF AND PARALLEL LINE, A DISTANCE OF 750.0 FT.; THENCE SOUTH 89°44'33" WEST A DISTANCE OF 442.36 FT.; THENCE SOUTH 00°04'57" EAST A DISTANCE OF 52.0 FT. TO THE POINT OF BEGINNING; THENCE NORTH 89°44'33" EAST A DISTANCE OF 40.0 FT.; THENCE SOUTH 00°04'57" EAST A DISTANCE OF 40.0 FT.; THENCE SOUTH 89°44'33" WEST A DISTANCE OF 40.0 FT.; THENCE NORTH 00°04'57" EAST A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY INDIANA.

Access and Utilities Easement

THAT PART OF THE NORTHEAST QUARTER OF SECTION TEN, TOWNSHIP THIRTY-SIX NORTH, RANGE EIGHT, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 1200.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER AND THE NORTHERLY LINE OF EAST 10TH PLACE; THENCE NORTH 00°15'27" WEST BEING AN ASSUMED BEARING ON SAID 1200.00 FEET WEST OF AND PARALLEL LINE, A DISTANCE OF 750.00 FT; THENCE SOUTH 89°44'33" WEST A DISTANCE OF 442.36 FEET; THENCE SOUTH 00°04'57" EAST A DISTANCE OF 53.73 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°44'33" WEST A DISTANCE OF 12.17 FEET; THENCE SOUTH 00°15'27" EAST ON SAID EAST LINE, A DISTANCE OF 18.81 FEET; THENCE NORTH 89°44'33" EAST A DISTANCE OF 12.11 FEET; THENCE NORTH 00°04'57" WEST A DISTANCE OF 18.81 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA

EASEMENT FOR CONSTRUCTION LEGAL DESCRIPTION (AS PROVIDED)

THAT PART OF THE NORTHEAST QUARTER OF SECTION TEN, TOWNSHIP THIRTY-SIX NORTH, RANGE EIGHT, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 1200.0 FT. WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER AND THE NORTHERLY LINE OF EAST 10TH PLACE; THENCE NORTH 00°15'27" WEST BEING AN ASSUMED BEARING ON SAID 1200.0 FT. WEST OF AND PARALLEL LINE, A DISTANCE OF 750.0 FT.; THENCE SOUTH 89°44'33" WEST A DISTANCE OF 442.36 FT.; THENCE SOUTH 00°04'57" EAST A DISTANCE OF 52.0 FT. TO THE POINT OF BEGINNING; THENCE NORTH 89°44'33" EAST A DISTANCE OF 40.0 FT.; THENCE NORTH 00°04'57" WEST A DISTANCE OF 60.0 FT.; THENCE SOUTH 89°44'33" WEST A DISTANCE OF 40.0 FT.; THENCE SOUTH 00°04'57" EAST A DISTANCE OF 60.0 FT. TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

304541 Gary, IN

This instrument was prepared by Anthony V. Rosa.
(insert name) Anthony V. Rosa

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Anthony V. Rosa.
(sign name)
Anthony V. Rosa



304541 Gary, IN