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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 064606

2009 SEP 22 PM 12: 58

MICHAEL A. BROWN  
RECORDER

Prepared by and upon recording  
Please return to:

Ginsberg Jacobs LLC  
300 South Wacker  
Suite 2450  
Chicago, Illinois 60606  
Attn: Steven F. Ginsberg, Esq.  
(Site Name: Ross/C&C Iron)



MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of LAND LEASE AGREEMENT is made this 28<sup>th</sup> day of Aug., 2009, between C&C Iron, Inc., with a mailing address of 6409 Hendricks Street, Merrillville, Indiana 46410, hereinafter collectively referred to as "LESSOR", and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

- LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on Aug 28, 2009 for an initial term of five (5) years, commencing on the Commencement Date. The Land Lease Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.
- LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 6409 Hendricks Street, Merrillville, IN 46410, and being described as a 25' X 60' feet parcel containing 1,500 square feet, as shown on the Tax Map of the City of Merrillville as a portion of Tax Parcel Nos. 45-12-07-426-001.000-030 and 45-12-07-426-002.000-030, and being part of that real property further described in the Deed recorded as document number 521645 in the Office of the Register of Deeds for Lake County, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve foot wide right-of-way extending from the nearest public right-of-way, Hendricks Street premises. The demised premises and right-of-way are hereinafter collectively referred to as the "Premises". The

\$27  
CK# 1178  
CK

E

Premises are described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. In the event any public utility is unable to use the aforementioned right-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is August 28, 2009.
4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signature Page Follows]



IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR: C&C Iron, Inc.**

BY: Michael R. Cat

Its: President

Date: 7-20-09

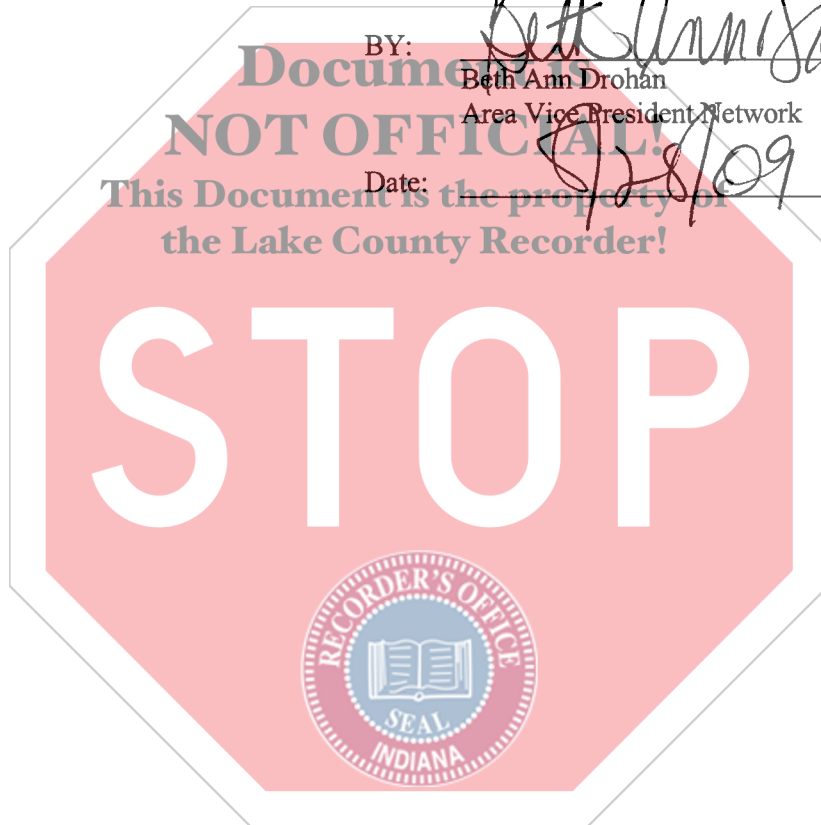
**LESSEE:**

**Chicago SMSA Limited Partnership  
D/B/A VERIZON WIRELESS**

BY: **Cellco Partnership, its general partner**

BY: Beth Ann Drohan  
Beth Ann Drohan  
Area Vice President Network

Date: 7/28/09



STATE OF INDIANA )  
COUNTY OF LAKE )

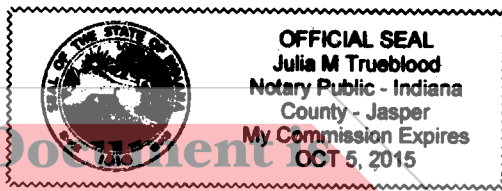
**CORPORATE ACKNOWLEDGEMENT**

I, Julia M. Trueblood, a Notary Public for said County and State, do hereby certify that Michael R. Crist personally came before me this day and acknowledged that s/he is the President of C&C Iron, Inc., an Indiana corporation, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** as his/her own act and deed on behalf of C&C Iron, Inc..

WITNESS my hand and official Notarial Seal, this 20<sup>th</sup> day of July, 2009.

Julia M. Trueblood  
Notary Public

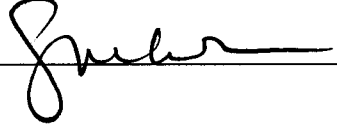
My Commission Expires:  
\_\_\_\_\_

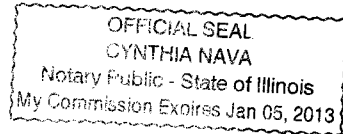


State of Illinois )  
 ) ss.  
County of Cook )

On 8/28, 2009, before me, Cynthia Nava, notary public, personally appeared Beth Ann Drohan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)



**EXHIBIT A**

**[WRITTEN METES AND BOUNDS OF THE PREMISES  
AND INGRESS/EGRESS AND UTILITY EASEMENT]**

Parcel 1: The North 212 feet of the West 485 feet of the East half of the Southeast Quarter of Section 7, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

Parcel 2: Part of the East half of the Southeast Quarter of Section 7, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the North line of the East half of the Southeast Quarter of said Section 7 and 485 feet East of the Northwest corner thereof; thence South, parallel to the West line of the East half of the Southeast Quarter of said Section 7, a distance of 212.0 feet; thence South 87 degrees 33 minutes East and parallel to the North line of the Southeast Quarter of said Section 7, a distance of 638.85 feet to the Westery line of the C & O Railroad; thence North 64 degrees 50 minutes 09 seconds West, along said railroad, 548.53 feet to the North line of the Southeast Quarter of said Section 7; thence North 87 degrees 33 minutes West, 141.92 feet to the point of beginning.



Memorandum of Land Lease Agreement - [Ross/C&C]

Exhibit "A"  
Page 1 of \_\_

DB02/805324.0001/6778725.2

**EXHIBIT B**  
**(See attached survey)**



Memorandum of Land Lease Agreement - [Ross /C&C]

Exhibit "B"  
Page 1 of \_\_

DB02/805324.0001/6778725.2



**Chicago SMSA**  
 Limited Partnership  
 d/b/a Verizon Wireless  
 1515 Woodfield Rd.  
 Suite 1400,  
 Schaumburg, IL 60173

**Fullerton**  
 Engineering Consultants  
 1900 E. High Rd., Suite 200  
 Schaumburg, IL 60196  
 Tel: 631-291-6000  
 Fax: 631-291-6000

THE ENGINEER IS NOT RESPONSIBLE FOR THE DESIGN OF THE STRUCTURE OR THE FOUNDATION OF THE BUILDING. THE ENGINEER IS NOT RESPONSIBLE FOR THE DESIGN OF THE FOUNDATION OF THE BUILDING. THE ENGINEER IS NOT RESPONSIBLE FOR THE DESIGN OF THE FOUNDATION OF THE BUILDING.

SITE NAME	RO66
LOCATION NUMBER	193231
PROJECT NUMBER	2009031145
SITE ADDRESS	6409 HENDRICKS ST. MERRILLVILLE, IN 46410

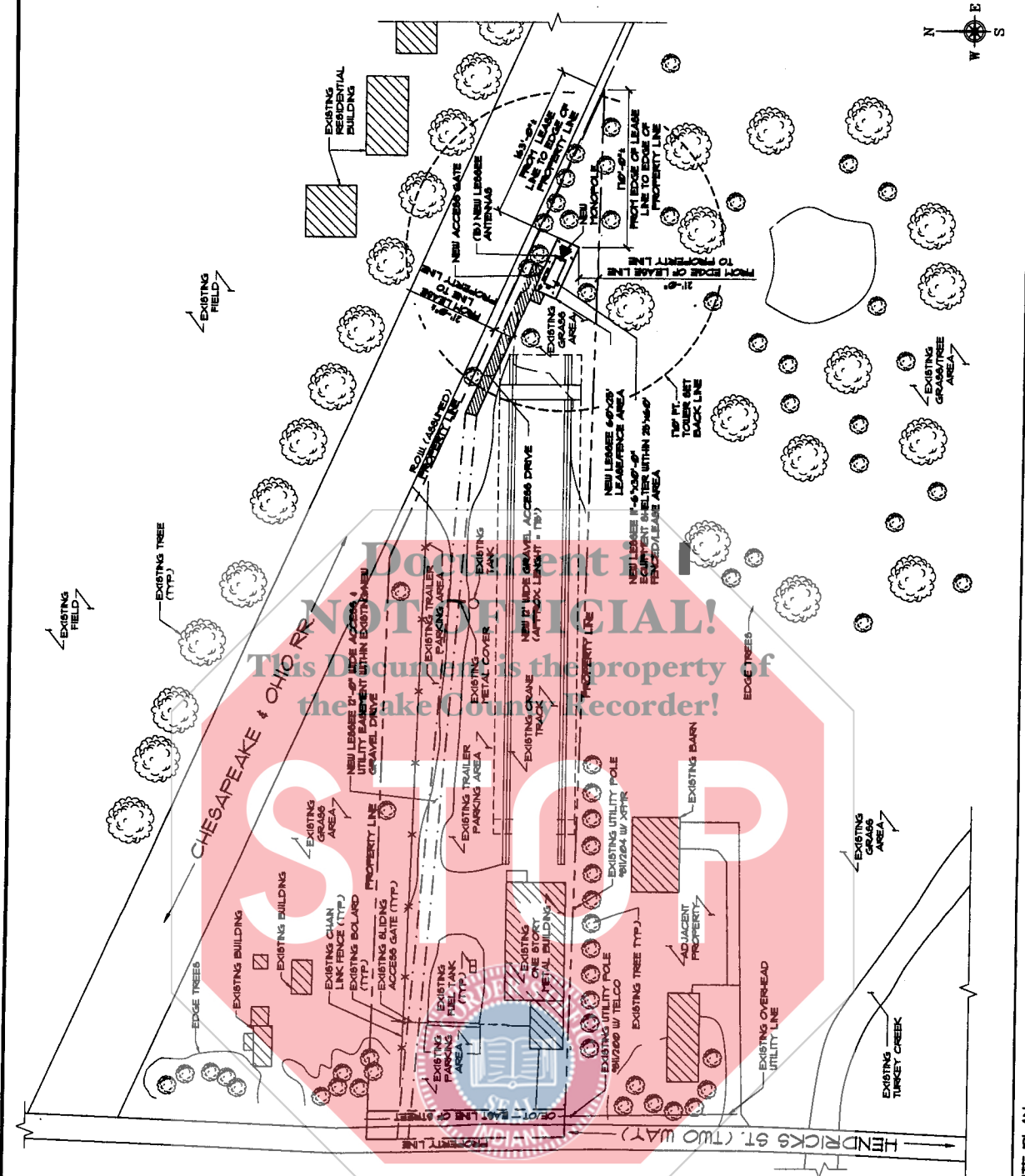
#	DATE	REVISIONS
1	02/20/09	LEASE EXHIBIT JK
2	04/08/09	100% REVIEW AA
3	04/08/09	100% REVIEW JK
4	04/08/09	ZONING JK
5	04/08/09	REVISED LEASE EXHIBIT JK

CHECKED BY: JR  
 APPROVED BY: JR

DATE BANNED:  
 EXPIRATION DATE:

SHEET TITLE  
**SITE PLAN**

SHEET NUMBER  
 L-1



SCALE: 1" = 10'-0"

**ABBREVIATIONS**

AF	ABOVE FINISHED FLOOR
ABL	ABOVE GRADE LEVEL
ABL	ABOVE MEAN SEA LEVEL
APPROX	APPROXIMATE
BLDG	BUILDING
BLS	BUILDING LINE GAUGE
BTS	BASE TRANSMISSION STATION
CD	CITY OF CHICAGO DATA
CLR	CLEAR
CONC	CONCRETE
CONC	CONCRETE
DNIS	DRAINING
FT	FOOT/TREFT
FL	FLUENT GROUND BAR
BLDG	ELECTRICAL METALLIC TUBING
ELEV	ELEVATION
EQUIP	EQUIPMENT
EXIST	EXISTING
FO	FOUNDATION
FO	FOUNDATION
GA	GAUGE
GALV	GALVANIZED
GPS	GLOBAL POSITIONING SYSTEM
GR	GRASS
MAN	MANUFACTURER
MFR	MASTER GROUND BAR
M	METAL
M	METAL
NOT TO SCALE	NOT TO SCALE
OVERHEAD ELECTRIC/TELCO	OVERHEAD ELECTRIC/TELCO
PERSONAL COMMUNICATIONS SERVICES	PERSONAL COMMUNICATIONS SERVICES
R66	R66
R66	R66
RT	ROAD GALVANIZED STEEL
NT	NOT
LEAF	LEAF
SF	SQUARE FOOT
STL	STEEL
STL	STEEL
UNLESS NOTED OTHERWISE	UNLESS NOTED OTHERWISE
VF	VERTICAL
VF	VERTICAL
W	WITH
WTR	WATER
WTR	WATER
PLATE	PLATE

**SYMBOLS**

UTILITY POLE	UTILITY POLE
WORK POINT	WORK POINT
NEIGHOR	NEIGHOR
MASONRY	MASONRY
BRICK	BRICK
CONCRETE	CONCRETE
EARTH	EARTH
STEEL	STEEL
GRAVEL	GRAVEL
CENTER LINE	CENTER LINE
PROPERTY LINE	PROPERTY LINE
LEASE LINE	LEASE LINE
EASEMENT LINE	EASEMENT LINE
CHAIN LINK FENCE	CHAIN LINK FENCE
WOOD FENCE	WOOD FENCE
BELOW GRADE ELECTRIC	BELOW GRADE ELECTRIC
BELOW GRADE TELEPHONE	BELOW GRADE TELEPHONE
OVERHEAD ELECTRIC/TELEPHONE	OVERHEAD ELECTRIC/TELEPHONE
SECTION REFERENCE	SECTION REFERENCE



**Chicago SMSA**  
 Limited Partnership  
 d/b/a Verizon Wireless  
 1915 Woodfield Rd.  
 Suite 1400  
 Schaumburg, IL 60113

**Fullerton**  
 Engineering Consultants  
 5100 N. Higgins Rd., Suite 800  
 Rosemont, Illinois 60018  
 Tel: 847-731-8000  
 Fax: 847-731-8005

THIS DRAWING IS THE PROPERTY OF FULLERTON ENGINEERING CONSULTANTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF FULLERTON ENGINEERING CONSULTANTS IS PROHIBITED.

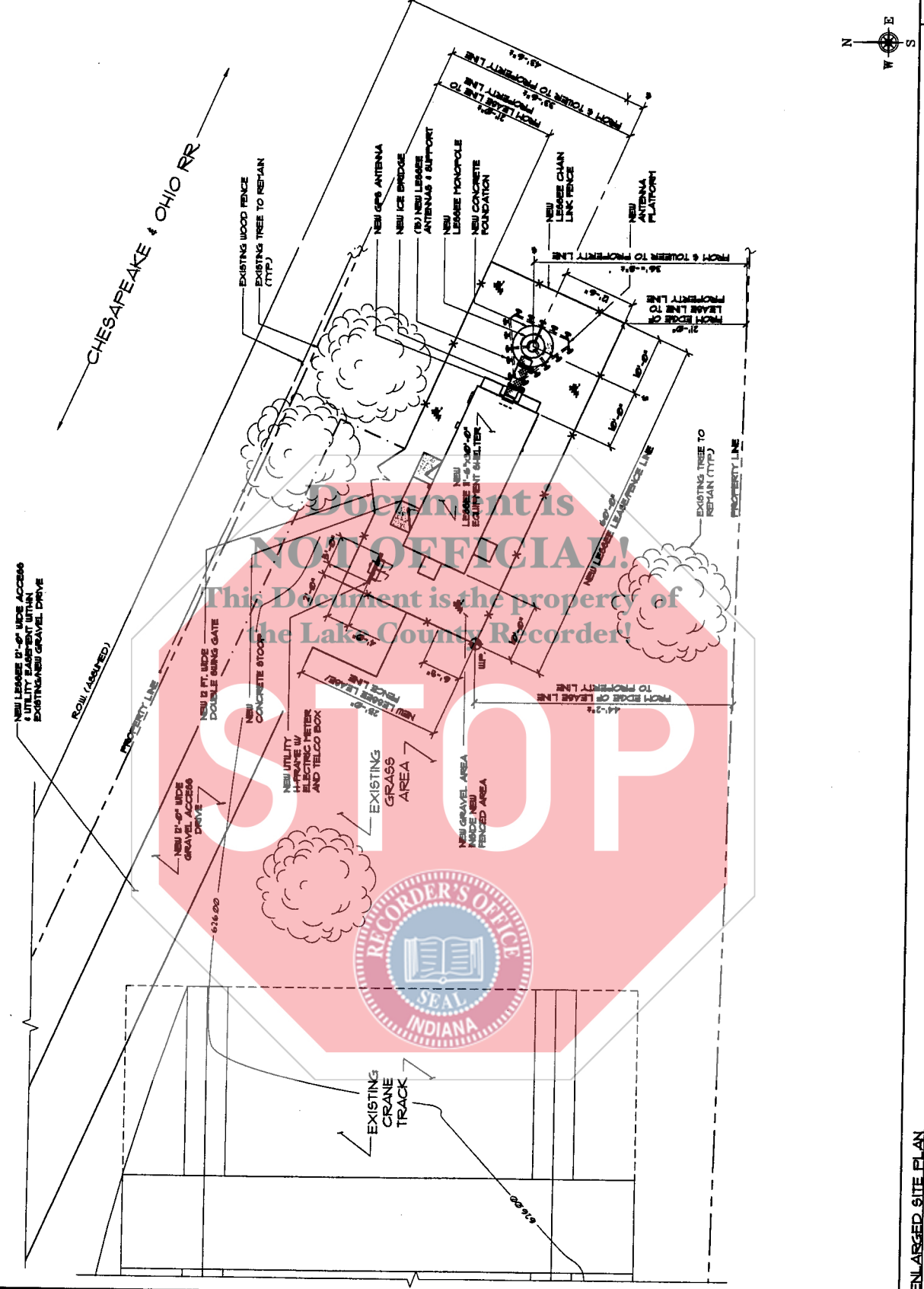
SITE NAME	ROSS
LOCATION NUMBER	193231
PROJECT NUMBER	200833145
SITE ADDRESS	6409 HENRICKS ST. MERRILLVILLE, IN 46410

DATE	REVISIONS
02/24/09	LEASE EXHIBIT 1R
04/28/09	50% REVIEW 1A
04/28/09	50% REVIEW 1A
05/26/09	50% REVIEW 1A
05/26/09	ZONING
05/26/09	REVISED LINK FENCE
05/26/09	REVISED LEASE EXHIBIT 1R

DESIGNED BY: M  
 APPROVED BY: M

DATE SIGNED: \_\_\_\_\_  
 EXPIRATION DATE: \_\_\_\_\_

SHEET TITLE  
**ENLARGED SITE PLAN**  
 SHEET NUMBER  
**L-2**



ENLARGED SITE PLAN