

# Request For Board Action

**REFERRED TO BOARD:** November 16, 2015

**AGENDA ITEM NO:** 12

**ORIGINATING DEPARTMENT:** Administration

**SUBJECT:** Consideration of a Resolution authorizing the Village Administrator to execute a first amendment to the water tower lease agreement with Verizon Wireless

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On August 29, 2001, The Village Board of Trustees authorized the Village Administrator to enter into a contract with Verizon Wireless allowing for the installation, maintenance and operation of radio communications equipment at the Anita Avenue Water Tower. Recently, Verizon Wireless has proposed the installation of a generator at that location, and requested an amendment to the current lease agreement, increasing the square footage of their leased property. The additional square footage will be compensated with a \$100/month increase in rent to the Village of Antioch.

**FINANCIAL IMPACT:**

\$1,200 annually

**DOCUMENTS ATTACHED:**

1. Resolution
2. Contract Amendment
3. Memorandum of Water Tower Lease Agreement
4. Original Contract

**RECOMMENDED MOTION:**

**Move** to approve a Resolution authorizing the Village Administrator to execute a first amendment to the water tower lease agreement with Verizon Wireless

*Village of Antioch, Illinois*

**RESOLUTION NO. 15-**

**A resolution authorizing the Village Administrator to execute a first amendment to the water tower lease agreement with Verizon Wireless**

**WHEREAS**, the Village of Antioch, Lake County, Illinois (the "Village") is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and

**WHEREAS**, in August, 2001, the Village of Antioch and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, entered into a water tower lease agreement allowing for the installation, maintenance and operation of certain radio communications equipment; and

**WHEREAS**, Verizon has requested to amend and supplement the lease increasing the monthly rent by \$100, and amending Exhibits A and C related to the legal descriptions of the property and survey; and

**WHEREAS**, the amendments would provide Verizon an additional 108 square feet of leased space for the purpose of installing a generator on the property in exchange for an additional monthly rental payment of \$100.00;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MAYOR AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINOIS**, to authorize the Village Administrator to execute a first amendment to the water tower lease agreement with Verizon Wireless

**ADOPTED** by the Mayor and Village Board of Trustees of the Village of Antioch, Lake County, Illinois, and this 16<sup>th</sup> day of November, 2015.

**APPROVED** this 16th day of November, 2015.

AYES:

NAYS:

ABSENT:

---

Lawrence M. Hanson, Mayor

ATTEST:

---

Lori K. Folbrick, Village Clerk

COPY

WATER TOWER LEASE AGREEMENT

This Agreement, made this 29 day of August, 2001 between **The Village of Antioch**, an Illinois municipal corporation, with its principal mailing address of 874 Main Street, Antioch, Illinois 60002, Tax ID # \_\_\_\_\_ hereinafter designated LESSOR and **Chicago SMSA Limited Partnership**, an Illinois limited partnership, d/b/a **Verizon Wireless** with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower ("Tower"), located in Antioch, Lake County, State of Illinois, as shown on the Tax Map of the Township of Antioch as Permanent Index Number 02-08-200-017 and being further described as part of the Northeast quarter of Section 8, Township 46 North, Range 10 East of the Third Principal Meridian, more fully described in Exhibit "A" attached hereto and as recorded in the Office of the Lake County Recorder of Deeds (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land sufficient for the installation of LESSEE's equipment building as shown on Exhibit "A", attached hereto and made a part hereof 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 (12) foot wide right-of-way extending from the nearest public right-of-way, Anita Avenue, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached

hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Twenty One Thousand Six Hundred Dollars (\$21,600.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. EXTENSIONS. Unless earlier terminated as provided in Paragraph 14, this 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.

5. RENT ESCALATION. The annual rental throughout the term hereof (including extensions) shall increase on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the annual rent in effect the immediately preceding year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this 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. Annual rental for each such additional five (5) year term shall be equal to 103% of the annual rental payable with respect to the last year of the immediately preceding five (5) year term, as provided in Paragraph 5.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE; except that the LESSOR, acting by and through its Mayor, shall have the right to require LESSEE to make reasonable modifications in the initial design and/or materials used in constructing LESSEE's facility, appurtenances and security fence if, in LESSOR's judgment, such modifications are necessary for aesthetic or security reasons. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the

Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or, prior to the commencement of construction, the LESSEE determines that the Property is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment existing as of the date this Agreement is executed by the Parties of the LESSOR or other lessees of the Property. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

13. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR. In such event, LESSEE shall remove its improvements as described in Paragraph 15 on or before the effective date of such annual termination.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days (or on or before the effective date of termination pursuant to Paragraph 14), remove its building(s), fixtures and equipment, including, without

limiting the generality of the foregoing, all foundations to a depth of no less than three (3) feet, antennas, mounts, lines, cables, conduits and any and all improvements to the Premises and any and all personal property whatsoever installed, constructed or operated by LESSEE, and otherwise restore the Property to its original condition as existed on the date of execution hereof, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly installment rate for each month or portion thereof that the LESSEE remains on the Premises, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property are a part, the LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after notice thereof from LESSOR, LESSOR may sell the Property or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest or devise of the LESSOR's interest in the Property as a result of the death of the LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which the LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this

Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:	The Village of Antioch Village Hall 874 Main Street Antioch, Illinois 60002 Attention: Village Clerk
LESSEE:	Chicago SMSA Limited Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy

of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any

regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

Exhibit C

Survey

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their irrespctive seals the day and year first above written.

Janis Linton  
WITNESS

WITNESS

Sherry L. Hoban  
WITNESS

<sup>FE</sup>  
LESSOR:  
BY: Michael *HL*  
BY: \_\_\_\_\_

<sup>OR</sup>  
LESSEE:  
BY: TRSO *HL*

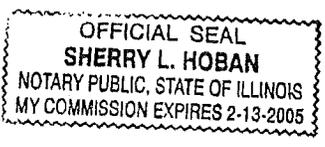


Exhibit A

Legal Description of Property and Premises

See attached (2) Pages

#### LEGAL DESCRIPTION OF PARENT TRACT

THAT PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 224.60 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION (SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 8; THENCE EAST PARALLEL WITH SAID NORTH LINE 105.00 FEET TO THE WEST LINE OF ANITA AVENUE; THENCE SOUTH AT RIGHT ANGLES AND ALONG SAID WEST LINE 90.50 FEET; THENCE WEST AT RIGHT ANGLES 105.00 FEET; THENCE NORTH 90.50 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

#### LEASE SITE DESCRIPTION

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 224.6 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1923, AS DOCUMENT 222536, IN BOOK L OF PLATS, PAGE 59 ( SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT ) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE S.89°52'01"E., PARALLEL WITH SAID NORTH LINE, 30.50 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING S.89°52'01"E., ALONG THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE S.00°07'58"W., PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE N.89°52'01"W., PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE N.00°07'58"E., 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 800.00 SQUARE FEET.

#### UTILITY EASEMENT DESCRIPTION

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 224.6 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1923, AS DOCUMENT 222536, IN BOOK L OF PLATS, PAGE 59 ( SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT ) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE S.89°52'01"E., PARALLEL WITH SAID NORTH LINE, 70.50 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING S.89°52'01"E., ALONG THE LAST DESCRIBED COURSE, 34.50 FEET TO THE WEST LINE OF ANITA AVENUE; THENCE S.00°07'58"W., ALONG SAID WEST LINE OF ANITA AVENUE, 8.00 FEET; THENCE N.89°52'01"W., 34.50 FEET; THENCE N.00°07'58"E., 8.00 FEET TO THE POINT OF BEGINNING, CONTAINING 275.57 SQUARE FEET.

**ACCESS EASEMENT DESCRIPTION**

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 224.6 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1923, AS DOCUMENT 222536, IN BOOK L OF PLATS, PAGE 59 ( SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT ) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE S.89°52'01"E., PARALLEL WITH SAID NORTH LINE, 70.50 FEET; THENCE S.00°07'58"W., 20.00 FEET FOR A POINT OF BEGINNING; THENCE N.89°52'01"E., ALONG THE LAST DESCRIBED COURSE, 34.50 FEET TO THE WEST LINE OF ANITA AVENUE; THENCE S.00°07'58"W., ALONG SAID WEST LINE OF ANITA AVENUE, 12.00 FEET; THENCE N.89°52'01"W., 43.50 FEET; THENCE N.00°08'00"E., 12.01 FEET; THENCE S.89°52'01"E., 9.00 FEET TO THE POINT OF BEGINNING, CONTAINING 517.96 SQUARE FEET.

**CABLE EASEMENT DESCRIPTION**

A PARCEL OF LAND FOR CABLE EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 224.6 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1923, AS DOCUMENT 222536, IN BOOK L OF PLATS, PAGE 59 ( SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT ) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE S.89°52'01"E., PARALLEL WITH SAID NORTH LINE, 70.50; THENCE S.00°07'58"W., PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE N.89°52'01"W., PERPENDICULAR TO THE LAST DESCRIBED COURSE, 23.25 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING N.89°52'01"W., ALONG THE LAST DESCRIBED COURSE, 6.58 FEET; THENCE S.24°08'14"E., 14.00 FEET; THENCE N.79°20'14"E., 6.17 FEET; THENCE N.24°08'13"W., 12.74 FEET TO THE POINT OF BEGINNING, CONTAINING 80.23 SQUARE FEET.

Exhibit B

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS:

(5) directional antennas with (5) lines  
Orientation: 180 degrees

(3) directional antennas with (3) lines  
Orientation: 0 degrees

Diameter of transmission line: Not to exceed 1-5/8"

**LEGEND**

- 1. CONCRETE
- 2. ASPHALT
- 3. GRAVEL
- 4. SAND
- 5. GRAVEL
- 6. SAND
- 7. GRAVEL
- 8. SAND
- 9. GRAVEL
- 10. SAND
- 11. GRAVEL
- 12. SAND
- 13. GRAVEL
- 14. SAND
- 15. GRAVEL
- 16. SAND
- 17. GRAVEL
- 18. SAND
- 19. GRAVEL
- 20. SAND
- 21. GRAVEL
- 22. SAND
- 23. GRAVEL
- 24. SAND
- 25. GRAVEL
- 26. SAND
- 27. GRAVEL
- 28. SAND
- 29. GRAVEL
- 30. SAND
- 31. GRAVEL
- 32. SAND
- 33. GRAVEL
- 34. SAND
- 35. GRAVEL
- 36. SAND
- 37. GRAVEL
- 38. SAND
- 39. GRAVEL
- 40. SAND
- 41. GRAVEL
- 42. SAND
- 43. GRAVEL
- 44. SAND
- 45. GRAVEL
- 46. SAND
- 47. GRAVEL
- 48. SAND
- 49. GRAVEL
- 50. SAND
- 51. GRAVEL
- 52. SAND
- 53. GRAVEL
- 54. SAND
- 55. GRAVEL
- 56. SAND
- 57. GRAVEL
- 58. SAND
- 59. GRAVEL
- 60. SAND
- 61. GRAVEL
- 62. SAND
- 63. GRAVEL
- 64. SAND
- 65. GRAVEL
- 66. SAND
- 67. GRAVEL
- 68. SAND
- 69. GRAVEL
- 70. SAND
- 71. GRAVEL
- 72. SAND
- 73. GRAVEL
- 74. SAND
- 75. GRAVEL
- 76. SAND
- 77. GRAVEL
- 78. SAND
- 79. GRAVEL
- 80. SAND
- 81. GRAVEL
- 82. SAND
- 83. GRAVEL
- 84. SAND
- 85. GRAVEL
- 86. SAND
- 87. GRAVEL
- 88. SAND
- 89. GRAVEL
- 90. SAND
- 91. GRAVEL
- 92. SAND
- 93. GRAVEL
- 94. SAND
- 95. GRAVEL
- 96. SAND
- 97. GRAVEL
- 98. SAND
- 99. GRAVEL
- 100. SAND

**UTILITY COMPANY INFORMATION**

- TELEPHONE
- ELECTRIC
- SEWER
- WATER
- STREET LIGHTS
- TRASH
- POSTAL
- CABLE
- TELEVISION
- RADIO
- TELEPHONE
- ELECTRIC
- SEWER
- WATER
- STREET LIGHTS
- TRASH
- POSTAL
- CABLE
- TELEVISION
- RADIO

**EASEMENT PROVISIONS**

THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN AND TO THE LAND DESCRIBED IN THIS INSTRUMENT FOR THE PURPOSES SET FORTH IN THE FOLLOWING: ...

**LEASE & EASEMENT DETAIL**

THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN AND TO THE LAND DESCRIBED IN THIS INSTRUMENT FOR THE PURPOSES SET FORTH IN THE FOLLOWING: ...

**BENCHMARK INFORMATION**

- 1. BENCHMARK
- 2. BENCHMARK
- 3. BENCHMARK
- 4. BENCHMARK
- 5. BENCHMARK
- 6. BENCHMARK
- 7. BENCHMARK
- 8. BENCHMARK
- 9. BENCHMARK
- 10. BENCHMARK
- 11. BENCHMARK
- 12. BENCHMARK
- 13. BENCHMARK
- 14. BENCHMARK
- 15. BENCHMARK
- 16. BENCHMARK
- 17. BENCHMARK
- 18. BENCHMARK
- 19. BENCHMARK
- 20. BENCHMARK
- 21. BENCHMARK
- 22. BENCHMARK
- 23. BENCHMARK
- 24. BENCHMARK
- 25. BENCHMARK
- 26. BENCHMARK
- 27. BENCHMARK
- 28. BENCHMARK
- 29. BENCHMARK
- 30. BENCHMARK
- 31. BENCHMARK
- 32. BENCHMARK
- 33. BENCHMARK
- 34. BENCHMARK
- 35. BENCHMARK
- 36. BENCHMARK
- 37. BENCHMARK
- 38. BENCHMARK
- 39. BENCHMARK
- 40. BENCHMARK
- 41. BENCHMARK
- 42. BENCHMARK
- 43. BENCHMARK
- 44. BENCHMARK
- 45. BENCHMARK
- 46. BENCHMARK
- 47. BENCHMARK
- 48. BENCHMARK
- 49. BENCHMARK
- 50. BENCHMARK
- 51. BENCHMARK
- 52. BENCHMARK
- 53. BENCHMARK
- 54. BENCHMARK
- 55. BENCHMARK
- 56. BENCHMARK
- 57. BENCHMARK
- 58. BENCHMARK
- 59. BENCHMARK
- 60. BENCHMARK
- 61. BENCHMARK
- 62. BENCHMARK
- 63. BENCHMARK
- 64. BENCHMARK
- 65. BENCHMARK
- 66. BENCHMARK
- 67. BENCHMARK
- 68. BENCHMARK
- 69. BENCHMARK
- 70. BENCHMARK
- 71. BENCHMARK
- 72. BENCHMARK
- 73. BENCHMARK
- 74. BENCHMARK
- 75. BENCHMARK
- 76. BENCHMARK
- 77. BENCHMARK
- 78. BENCHMARK
- 79. BENCHMARK
- 80. BENCHMARK
- 81. BENCHMARK
- 82. BENCHMARK
- 83. BENCHMARK
- 84. BENCHMARK
- 85. BENCHMARK
- 86. BENCHMARK
- 87. BENCHMARK
- 88. BENCHMARK
- 89. BENCHMARK
- 90. BENCHMARK
- 91. BENCHMARK
- 92. BENCHMARK
- 93. BENCHMARK
- 94. BENCHMARK
- 95. BENCHMARK
- 96. BENCHMARK
- 97. BENCHMARK
- 98. BENCHMARK
- 99. BENCHMARK
- 100. BENCHMARK

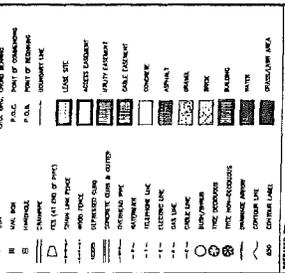
**ADDITIONAL INFORMATION**

THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN AND TO THE LAND DESCRIBED IN THIS INSTRUMENT FOR THE PURPOSES SET FORTH IN THE FOLLOWING: ...

**CONVEYANCE**

THE GRANTOR HEREBY GRANTS TO THE GRANTEE AN EASEMENT IN AND TO THE LAND DESCRIBED IN THIS INSTRUMENT FOR THE PURPOSES SET FORTH IN THE FOLLOWING: ...

**LOCATION MAP**



**PROJECT INFORMATION**

Project No. 000-1001056  
 Village of North Andover  
 North Andover, MA 01850

**DATE OF SURVEY**

DATE OF SURVEY: 10/11/2000  
 SURVEYOR: [Name]  
 LICENSE NO.: [Number]

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

**ADDITIONAL NOTES**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

DRAFTED BY  
AND RETURN TO:  
Davis & Kuelthau, s.c.  
300 North Corporate Drive, #150  
Brookfield, WI 53045-5804  
(Site Name: NORTH ANTIOCH WT| 126542)  
(Prepared by Victoria L. Moran Telephone No. (262) 792-2408)

---

## **MEMORANDUM OF WATER TOWER LEASE AGREEMENT**

THIS MEMORANDUM OF WATER TOWER LEASE AGREEMENT (“Memorandum”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Village of Antioch, an Illinois municipal corporation, with its principal mailing address of 874 Main Street, Antioch, Illinois 60002 (hereinafter referred to as “Lessor”), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as “Lessee”). The Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

1. Lessor and Lessee entered into a Water Tower Lease Agreement (“Water Tower Lease Agreement”) dated August 29, 2001. The Parties entered into a First Amendment to Water Tower Lease Agreement (“First Amendment”) dated \_\_\_\_\_, 2015 (collectively, the “Lease”).

2. As set forth in the Lease, Lessor leases to Lessee a portion of that certain space on the Lessor’s water tower located in Antioch, Lake County, State of Illinois (the entirety of Lessor’s property is referred to hereinafter as the “Property”, and is more fully described in Exhibit A-1, which is attached hereto and incorporated herein), together with a parcel of land sufficient for the installation of Lessee’s equipment building, together with the non-exclusive right for ingress and egress seven (7) days a week, twenty-four (24) hours a day. The tower space, building space, and demised premises are hereinafter collectively referred to as the “Premises”. The Premises are further described in Exhibit A-1 and depicted in the survey attached hereto as Exhibit C-1.

2. The Lease has an initial term of five (5) years and shall be subject to four (4) additional five (5) year extension terms as set forth in Paragraph 4 of the Lease between Lessor and Lessee.

3. The Commencement Date of the Lease is the date specified in the Lease.

4. Lessor and Lessee have executed and delivered this Memorandum for the purpose of memorializing, of record, their mutual understandings regarding the Lease. All of the terms, covenants and conditions regarding the foregoing are more particularly set forth in the Lease. In the event of conflict between the terms and condition set forth in this Memorandum and the terms and conditions set forth in the Lease, the and conditions of the Lease shall govern and control.

5. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and incorporated herein by reference.

6. This Memorandum may be executed in counterparts, which when taken together shall be deemed to constitute one original document.

*[Signature Pages Follow]*



**LESSEE:**

**Chicago SMSA Limited Partnership d/b/a  
Verizon Wireless**

By Cellco Partnership, Its General Partner

By: \_\_\_\_\_  
Name: Jacque Vallier  
Title: Executive Director - Network

STATE OF ILLINOIS            )  
  )    SS  
COUNTY OF COOK            )

Personally came before me on \_\_\_\_\_, 2015, the above-named Jacque Vallier, to me known by the person(s) who executed the foregoing instrument and acknowledged to me that they executed the same in their authorized capacity, and that by his/her signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_,  
Notary Public, State of \_\_\_\_\_  
My commission (is permanent)  
(expires) \_\_\_\_\_

**EXHIBIT A-1**

**Legal Description**

**PARENT PARCEL**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 224.60 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION (SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 8; THENCE EAST PARALLEL WITH SAID NORTH LINE 105.00 FEET TO THE WEST LINE OF ANITA AVENUE; THENCE SOUTH AT RIGHT ANGLES AND ALONG SAID WEST LINE 90.50 FEET; THENCE WEST AT RIGHT ANGLES 105.00 FEET; THENCE NORTH 90.50 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**PROPOSED 20'X47' VERIZON LEASE AREA**

ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ANTIOCH TOWNSHIP, LAKE COUNTY, ILLINOIS, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 8; THENCE SOUTH 89°55'52" EAST 531.79 FEET ALONG THE NORTH LINE OF SAID SECTION 8; THENCE SOUTH 00°07'58" WEST 264.03 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89°52'01" EAST 47.00 FEET; THENCE SOUTH 00°07'59" WEST 20.00 FEET; THENCE NORTH 89°52'01" WEST 47.00 FEET; THENCE NORTH 00°07'58" EAST 20.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

**LEASE SITE AS PROVIDED**

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 224.6 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1923, AS DOCUMENT 222536, IN BOOK L OF PLATS, PAGE 59 (SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE S 89° 52' 01" E, PARALLEL WITH SAID NORTH LINE, 30.50 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING S 89° 32' 01" E, ALONG THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE S 00° 07' 58" W PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE N 89° 52' 01" W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE N 00° 07' 38" E, 20.00 TO THE POINT OF BEGINNING, CONTAINING 908.00 SQUARE FEET.

### **UTILITY EASEMENT AS PROVIDED**

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 224.6 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1923, AS DOCUMENT 222536, IN BOOK L OF PLATS, PAGE 59 (SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE S 89° 52' 01" E, PARALLEL WITH SAID NORTH LINE, 70.50 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING S 89° 52' 01" E, ALONG THE LAST DESCRIBED COURSE, 34.50 FEET TO THE WEST LINE OF ANITA AVENUE; THENCE S 00° 07' 58" W ALONG SAID WEST LINE OF ANITA AVENUE, 8.00 FEET; THENCE N 89° 52' 01" W, 34.50 FEET; THENCE N 00° 07' 38" E, 8.00 TO THE POINT OF BEGINNING, CONTAINING 275.57 SQUARE FEET.

### **ACCESS EASEMENT AS PROVIDED**

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 224.6 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1923, AS DOCUMENT 222536, IN BOOK L OF PLATS, PAGE 59 (SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE S 89° 52' 01" E, PARALLEL WITH SAID NORTH LINE, 70.50 FEET; THENCE S 00° 07' 58" W., 20.00 FEET FOR A POINT OF BEGINNING; THENCE N 89° 32' 01" E, ALONG THE LAST DESCRIBED COURSE, 34.50 FEET TO THE WEST LINE OF ANITA AVENUE; THENCE S 00° 07' 58" W, ALONG SAID WEST LINE OF ANITA AVENUE, 12.00 FEET; THENCE N 89° 52' 01" W, 43.50 FEET; THENCE N 00° 08' 00" E, 12.00; THENCE S 89° 52' 01" E, 9.00 FEET TO THE POINT OF BEGINNING, CONTAINING 517.96 SQUARE FEET.

### **CABLE EASEMENT AS PROVIDED**

A PARCEL OF LAND FOR CABLE EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 224.6 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1923, AS DOCUMENT 222536, IN BOOK L OF PLATS, PAGE 59 (SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE S 89° 52' 01" E, PARALLEL WITH SAID NORTH LINE, 70.50 FEET; THENCE S 00° 07' 58" W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE N 89° 52' 01" W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 23.23 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING N 89° 52' 01" W, ALONG THE LAST DESCRIBED COURSE, 6.58 FEET; THENCE S 24° 00' 14" E, 14.00 FEET;

THENCE N 79° 20' 14" W, 6.17 FEET; THENCE N 24° 08' 13" W, 12.74 FEET TO THE POINT OF BEGINNING, CONTAINING 80.23 SQUARE FEET.

**EXHIBIT C-1**

**Survey**

## FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

This First Amendment to Water Tower Lease Agreement (“**Amendment**”) is made as of the date of the last party to sign below, by and between the Village of Antioch, an Illinois municipal corporation, with its principal mailing address of 874 Main Street, Antioch, Illinois 60002 (hereinafter referred to as “**Lessor**”), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as “**Lessee**”). The Lessor and Lessee are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”.

WHEREAS, the Parties previously entered into a Water Tower Lease Agreement (the “**Lease**”) dated August 29, 2001; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Lease as provided herein.

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree to the following:

1. The recitals above are true and correct and are incorporated herein.
2. Paragraph 3 of the Lease is hereby amended to increase Lessee’s rent as follows:

The current monthly rent shall be increased by One Hundred and 00/100 Dollars (\$100.00) per month effective as determined by the date this Amendment is last executed by both Parties (“Effective Date”). If the date this Amendment is last executed occurs on or between the first and the fifteenth day of a month, the Effective Date will be the first day of that month and if the date this Amendment is last executed occurs on or between the sixteenth and the last day of the month, the Effective Date will be the first day of the following month. Rent, including any and all rent increases, will be escalated in accordance with the Lease. The Parties acknowledge and agree that the increased monthly payment(s) may not actually be sent by Lessee until sixty (60) days after the Effective Date.

3. Exhibit A of the Lease is hereby deleted and replaced with the attached Exhibit A-1. All references to Exhibit A in the Lease shall be deleted and replaced with references to Exhibit A-1. The Parties agree that the Premises have been amended, including the expansion of Lessee’s ground space, as described in Exhibit A-1.
4. Exhibit C of the Lease is hereby deleted and replaced with the attached Exhibit C-1. All references to Exhibit C in the Lease shall be deleted and replaced with references to Exhibit C-1. The Parties agree that the Premises have been amended, including the expansion of Lessee’s ground space, as depicted in Exhibit C-1.
5. Except as amended herein, all terms, conditions, provisions, covenants, and agreements contained in the Lease are hereby ratified and confirmed in their entirety. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment

Site Name: North Antioch WT  
Location: 126542  
Attorney/Date: DK/10.27.15

shall take precedence. The terms used herein and not otherwise defined shall have the same meaning as set forth in the Lease.

6. This Amendment will be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

*{End of First Amendment – Signature Page and Exhibits Follow}*

Site Name: North Antioch WT  
Location: 126542  
Attorney/Date: DK/10.27.15

**LESSOR:**

**VILLAGE OF ANTIOCH,  
an Illinois municipal corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**Chicago SMSA Limited Partnership d/b/a Verizon Wireless**

**By Cellco Partnership, Its General Partner**

By: \_\_\_\_\_

Jacque Vallier  
Executive Director - Network

Date: \_\_\_\_\_

Site Name: North Antioch WT  
Location: 126542  
Attorney/Date: DK/10.27.15

## **EXHIBIT A-1**

### **LEGAL DESCRIPTIONS**

#### **PARENT PARCEL**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 224.60 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION (SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 8; THENCE EAST PARALLEL WITH SAID NORTH LINE 105.00 FEET TO THE WEST LINE OF ANITA AVENUE; THENCE SOUTH AT RIGHT ANGLES AND ALONG SAID WEST LINE 90.50 FEET; THENCE WEST AT RIGHT ANGLES 105.00 FEET; THENCE NORTH 90.50 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

#### **PROPOSED 20'X47' VERIZON LEASE AREA**

ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ANTIOCH TOWNSHIP, LAKE COUNTY, ILLINOIS, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 8; THENCE SOUTH 89°55'52" EAST 531.79 FEET ALONG THE NORTH LINE OF SAID SECTION 8; THENCE SOUTH 00°07'58" WEST 264.03 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89°52'01" EAST 47.00 FEET; THENCE SOUTH 00°07'59" WEST 20.00 FEET; THENCE NORTH 89°52'01" WEST 47.00 FEET; THENCE NORTH 00°07'58" EAST 20.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

#### **LEASE SITE AS PROVIDED**

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 224.6 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1923, AS DOCUMENT 222536, IN BOOK L OF PLATS, PAGE 59 (SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE S 89° 52' 01" E, PARALLEL WITH SAID NORTH LINE, 30.50 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING S 89° 32' 01" E, ALONG THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE S 00° 07' 58" W PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE N 89° 52' 01" W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE N 00° 07' 38" E, 20.00 TO THE POINT OF BEGINNING, CONTAINING 908.00 SQUARE FEET.

Site Name: North Antioch WT  
Location: 126542  
Attorney/Date: DK/10.27.15

### **UTILITY EASEMENT AS PROVIDED**

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 224.6 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1923, AS DOCUMENT 222536, IN BOOK L OF PLATS, PAGE 59 (SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE S 89° 52' 01" E, PARALLEL WITH SAID NORTH LINE, 70.50 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING S 89° 52' 01" E, ALONG THE LAST DESCRIBED COURSE, 34.50 FEET TO THE WEST LINE OF ANITA AVENUE; THENCE S 00° 07' 58" W ALONG SAID WEST LINE OF ANITA AVENUE, 8.00 FEET; THENCE N 89° 52' 01" W, 34.50 FEET; THENCE N 00° 07' 38" E, 8.00 TO THE POINT OF BEGINNING, CONTAINING 275.57 SQUARE FEET.

### **ACCESS EASEMENT AS PROVIDED**

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 224.6 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1923, AS DOCUMENT 222536, IN BOOK L OF PLATS, PAGE 59 (SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE S 89° 52' 01" E, PARALLEL WITH SAID NORTH LINE, 70.50 FEET; THENCE S 00° 07' 58" W., 20.00 FEET FOR A POINT OF BEGINNING; THENCE N 89° 32' 01" E, ALONG THE LAST DESCRIBED COURSE, 34.50 FEET TO THE WEST LINE OF ANITA AVENUE; THENCE S 00° 07' 58" W, ALONG SAID WEST LINE OF ANITA AVENUE, 12.00 FEET; THENCE N 89° 52' 01" W, 43.50 FEET; THENCE N 00° 08' 00" E, 12.00; THENCE S 89° 52' 01" E, 9.00 FEET TO THE POINT OF BEGINNING, CONTAINING 517.96 SQUARE FEET.

### **CABLE EASEMENT AS PROVIDED**

A PARCEL OF LAND FOR CABLE EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 224.6 FEET EAST FROM THE EAST LINE OF DROM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1923, AS DOCUMENT 222536, IN BOOK L OF PLATS, PAGE 59 (SAID LINE BEING ALSO THE EAST LINE OF DROM'S COURT) AND 264.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE S 89° 52' 01" E, PARALLEL WITH SAID NORTH LINE, 70.50 FEET; THENCE S 00° 07' 58" W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE N 89° 52' 01" W, PERPENDICULAR TO THE LAST DESCRIBED

Site Name: North Antioch WT  
Location: 126542  
Attorney/Date: DK/10.27.15

COURSE, 23.23 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING N 89° 52' 01" W,  
ALONG THE LAST DESCRIBED COURSE, 6.58 FEET; THENCE S 24° 00' 14" E, 14.00 FEET;  
THENCE N 79° 20' 14" W, 6.17 FEET; THENCE N 24° 08' 13" W, 12.74 FEET TO THE POINT OF  
BEGINNING, CONTAINING 80.23 SQUARE FEET.

Site Name: North Antioch WT  
Location: 126542  
Attorney/Date: DK/10.27.15

## **EXHIBIT C-1**

### **SURVEY**