

Ordinance No. 15-09

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, KANE AND COOK
COUNTIES, ILLINOIS, APPROVING A WATER TOWER LEASE AGREEMENT
WITH CHICAGO SMSA LIMITED PARTNERSHIP DOING BUSINESS AS
VERIZON WIRELESS
(Illinois Route 68 – Dundee Road)**

WHEREAS, the Village of East Dundee (the "Village") is a duly organized, and validly existing home-rule municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois; and,

WHEREAS, the Village has the authority to enter into leases of Village property pursuant to section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1); and,

WHEREAS, Chicago SMSA Limited Partnership doing business as Verizon Wireless has requested to lease a portion of the property adjacent to the Village's water tower on Illinois Route 68 and to install telecommunications equipment and antenna structures on the water tower with easement rights for access to the property and tower; and,

WHEREAS, the Village pursuant to the above authority hereby finds that entering into this lease agreement is in the best interest of the Village.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, as follows:

Section 1: The Corporate Authorities of the Village of East Dundee hereby find as facts all of the recitals in the preamble of this Ordinance and incorporate them as though fully set forth herein.

Section 2: That the lease agreement between the Village of East Dundee and Chicago SMSA Limited Partnership entitled, *Lease Agreement*, ("Lease Agreement") substantially in the form of the copy of which is attached hereto and incorporated herein as Exhibit A, is hereby approved and the Village President and Village Clerk are hereby authorized to execute said Lease Agreement upon approval as to form by the Village Attorney.

Section 3: That the officials, officers, and employees of the Village of East Dundee are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Lease Agreement.

Section 4: This Ordinance shall be in full force and effect upon passage by a three fourths vote of the corporate authorities, approval, and publication as provided by law.

Passed this 9th day of March, 2015.


AYES: Trustees Lynam, Skillicorn, Selep and Wood
NAYS: 0
ABSENT: Trustee Gorman and President Miller

Approved this 9th day of March, 2015.



Village President

Attest:



Village Clerk

Market: Chicago
Cell Site Number: 224037
Cell Site Name: East Dundee WT

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by the Village of East Dundee, an Illinois municipal corporation, having a mailing address of 120 Barrington Avenue, East Dundee, Illinois 60118 (hereinafter referred to as "**Landlord**") and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, identified as parcel number 324226009, in the County of Kane, State of Illinois (collectively, the "**Property**"), legally described in **Exhibit 1**. Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **PREMISES.**

a) Landlord leases to Tenant a portion of the Property consisting of (i) ground area space ("**Land Space**") of approximately 760 square feet including the air space above such ground space for installation of its equipment shelter; and (ii) space on the water tower ("**Tower**") as shown on Exhibit 2, with a centerline height of eighty feet (80') with the leased space ten feet (10') above and below that centerline, owned by Landlord, for installation of LESSEE's antenna facilities ("**Tower Space**"), (iii) together with such non-exclusive easement and consent for ingress and egress ("**Access Easement**") and easements for the installation of utilities over and through the Property ("**Utility Easement**") as are necessary for the antennas and initial installation as described on attached **Exhibit 1** (the Land Space, Tower Space, Access Easement and Utility Easement are hereinafter collectively referred to as the "**Premises**").

b) Nothing in this Agreement shall preclude Landlord from leasing or licensing other space for communications equipment to any person or entity, which may be in competition with Tenant, or any other party outside of Tenant's leased premises.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, utility wires, conduits, cables, fiber optic cables, and improvements, which may include an equipment shelter, associated antennas, and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Any and all construction, maintenance, repairs, replacements, and upgrades shall be performed pursuant to the Building Code of the Village of East Dundee and conducted

by authorized and licensed personnel and shall be performed in compliance with local and State requirements for construction activities upon public property. Tenant agrees that all installations and construction described in this License shall be completed promptly in a neat, workmanlike manner, consistent with good engineering practices and in compliance with all applicable codes and regulations and without the attachment of any construction liens. All costs associated with the installation of Tenant's Communication Facility, including permit costs and the cost of extending electrical service to Tenant's equipment shall be paid by Tenant, Landlord and Tenant agrees that any portion of the Communication Facility shall be legally described on Exhibit 1. The parties agree that Exhibit 1 will not be deemed to limit Tenant's Permitted Use as provided herein. The parties further agree that Exhibit 2 attached hereto and incorporated herein shall include drawings for Tenant's initial installation of the Communications Facility. Landlord's execution of this Agreement shall signify Landlord's approval of Exhibit 1 and approval of Tenant's installation as identified on Exhibit 2. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant may, at its expense, make such improvements on the Property as it deems necessary from time to time for the operation of the Communications Facility, however the installation of any additional antennae, cables or expansion of existing facilities, in addition to Tenant's equipment as identified on Exhibit 2, shall be subject to the written approval of Landlord. Landlord's approval shall not be unreasonably withheld or delayed. In the event Tenant desires to modify or Upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

a) The initial lease term will be five (5) years ("Initial Term"), commencing on the date Tenant commences installation of the equipment on the Premises. In the event the date Tenant commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). Landlord and Tenant agree that they shall acknowledge in writing the Commencement Date.

b) This Agreement will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

c) If at least sixty (60) days prior to the end of the third (3rd) Extension Term, either Landlord or tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the third (3rd) Extension Term, then upon the expiration of the third (3rd) Extension Term this Agreement shall continue subject to re-negotiation of the terms and conditions for a further one

(1) year term, and for annual 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 any such annual term. Monthly rental during such annual terms shall equal to the rent paid for the last month of the third (3rd) Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

d) The Initial Term, the Extension Term(s), if any, and the Holdover Term are collectively referred to as the Term ("Term").

4. RENT.

a) Commencing on the Commencement Date rental payments shall commence and be due at a total annual rental of Forty Thousand Three Hundred Seventy Two and 44/100 Dollars (\$40,372.44) to be paid in equal monthly installments on the first day of the month, in advance to Landlord at the address set forth above. In partial months occurring after the Commencement Date, Rent will be prorated. Landlord and Tenant acknowledge and agree that initial rental payment(s) shall not actually be sent by Tenant until thirty (30) days after a written acknowledgement confirming the Commencement Date.

b) The annual rent shall increase on each anniversary of the Commencement Date by an amount equal to two percent (2 %) of the total annual rent for the previous year.

c) All Rent or other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

d) Upon receipt of written request by Landlord, Tenant shall pay to Landlord a late payment charge equal to 1.5% of the total monthly amount due then due but not paid within thirty (30) days after the date on which such rent is due.

5. APPROVALS.

a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice prior to the Tenant taking possession of the Property. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon written notice to Landlord.

c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

a) By either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the application cure periods;

b) By Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or

c) By Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

d) By Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 19 Severability, 20 Condemnation or 21 Casualty of this Agreement.

e) By Landlord upon 365 days written notice to Tenant, if Landlord in its sole discretion and for any reason decides to discontinue use of and dismantle the Tower.

7. **INSURANCE.**

a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance minimum limit of liability of \$3,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

8. **INTERFERENCE.**

a) Tenant agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Landlord or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the parties. Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference with any such existing equipment. Tenant warrants that its use of the Premises will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

Interference means (1) interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect or (2) a material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Premises or any equipment on the Premises.

b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

c) Landlord will not use, nor will landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this agreement, to elect to enjoin such interference or to terminate this Agreement upon written notice to Landlord.

d) Tenant will use the Premises in a manner that will not unreasonably disturb or interfere with the use of the Property by the Landlord or other authorized users such as municipal agents, employees, or government agents or employees, not including telecommunications users.

9. INDEMNIFICATION.

a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential incidental or special damages.

10. WARRANTIES.

a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple and solely owns the Tower; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant exclusive, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

a) Landlord represents and warrants that, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for 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 condition or other matters as may now or at any time hereafter be in effect, that are now or were related to the Premises, unless such conditions or concerns are caused by the activities of the other, with the Landlord being responsible for activity formerly conducted on the Property, as well as activities of other tenants.

b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party 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 related to (i) the indemnifying party's 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 an) environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, except to the extent that the environmental conditions are caused by the other party. It is the intent of this paragraph that Tenant shall only be responsible for matters to the extent resulting from Tenant's activities.

c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of

government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, its employees, authorized agents and contractors (collectively, "Authorized Representatives") shall have twenty-four (24) hour per day, seven (7) day per week access ("Access") to and over the Property to the Land Space, for the installation, maintenance, repair and operation of the Communications Facility and any utilities serving the Premises. Notwithstanding the foregoing, for routine maintenance and repair of the Communications Facility located on the Tower, Tenant shall have reasonable access to the Tower only upon twenty-four (24) hour telephonic notice to the Public Works Director by calling 847-428-4294 or 847-426-2822. In the event of an emergency requiring immediate access to the Tower, Tenant shall provide Landlord with notice as soon as reasonably possible by calling 847-428-4294 or 847-426-2822. Landlord shall have the right to have its Public Works Director, or designee, to accompany Tenant whenever Tenant accesses the Tower. If the Public Works Director or his designee accompanies Tenant, Tenant shall pay Landlord a Supervision Fee of one hundred and no/100 dollars (\$100.00) per hour (partial hours will not be prorated) for amounts incurred by Landlord in providing Tenant with Access to the Tower. Within thirty (30) days of receipt of an invoice from Landlord for payment of said Supervision Fees, Tenant shall reimburse Landlord for payment of any Supervision Fees paid by Landlord to its employees. Landlord agrees to submit proof of payment to Tenant within ninety (90) days of payment to Landlord's employees of any such Supervision Fee. Each party shall provide the other emergency contact numbers for personnel available at all times. Said numbers shall be called immediately in case of emergency. An emergency for the purposes of this Section shall mean any time Tenant's Communication Facilities become partially or fully inoperable. Emergency calls not between the hours of 6:00am and 3:00 pm will be subject to a minimum 2-hour call-out fee in the amount of Two Hundred and 00/100 Dollars (\$200.00) per hour ("Emergency Call-Out Fee"). Within thirty (30) days of receipt of an invoice from Landlord, Tenant shall reimburse Landlord for the Emergency Call-Out Fee incurred by Landlord in providing Access to Tenant in the event of an emergency. Notwithstanding the forgoing, Landlord has the right based on security issues to deny access to any authorized entrants, employees or contractors of Tenant's provided notice is given to Tenant of any such denial of access. Tenant shall provide a list of authorized entrants, employees or contractors that are allowed access to the Tower and the premises. Tenant agrees that said list shall be updated every six (6) months and forwarded to Landlord.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination or of this Agreement, Tenant will remove its equipment building, antennas, conduits and all personal property, and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's equipment and improvements, including but not limited to removal of all aboveground and belowground improvements. Tenant will restore the Premises to its unimproved condition as it existed at the commencement of the Initial Option Term (as previously defined) to the reasonable satisfaction of the Landlord. All costs and expenses for removal and restoration to be performed by Tenant shall be borne by Tenant, and Tenant

shall hold Landlord harmless from and portion thereof. Reasonable wear and tear and loss by casualty or other causes beyond Tenant's control are accepted.

14. MAINTENANCE/UTILITIES.

a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

b) Landlord shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Tenant's installation. In the alternative, if permitted by the local utility company servicing the Premises, Tenant shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the Tenant shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the Tenant shall pay the Landlord thirty (30) days after receipt of an invoice from Landlord indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by Landlord to Tenant at Verizon Wireless, P.O. Box 182727, Columbus Ohio 43218. Tenant shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Landlord. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. OBLIGATIONS OF TENANT.

a) Construction.

1) Tenant shall provide Landlord with as-built drawings of the Antenna Facilities installed on the Premises, which show the actual location of all equipment and improvements. Tenant's antennas shall be installed in the locations as identified on Exhibit 2. Tenant shall also provide to Landlord certification by an engineer licensed in the State of Illinois that the facilities have been completed in accordance with the approved site plans, within sixty (60) days after completion of construction. Said drawings shall be accompanied by a complete and detailed inventory of all equipment and facilities, but not including Tenant's equipment shelter.

2) Tenant's equipment located on the Tower shall be painted to match the existing paint on the Tower during the Term of the Agreement.

3) All cables and wiring shall be installed below grade surface within the Premises.

4) Tenant shall construct a fence or other barricade surrounding any building structures constructed by Tenant to secure the Premises. All structures built upon the Premises by Tenant must be separately keyed. Tenant shall also provide signage upon the Premises warning of RF radiation in accordance with FCC regulations and to the reasonable satisfaction of Landlord.

5) All equipment buildings, fixtures or other structures constructed by Tenant upon the Property shall be a minimum distance of thirty (30) feet away from the perimeter of the base of the tower structure.

6) Landlord shall submit Tenant's site plans to structural review by certified tank consultant of Landlord's choice at Tenant's expense to ensure compliance with all applicable codes and standards. Tenant agrees to reimburse Landlord for reasonable structural review fees within thirty (30) days of Tenant's receipt of an invoice from landlord detailing such costs.

7) Tenant will repair any damage to the Tower caused by Tenant, its agents or contractors in the installation, maintenance and use of the Tower, to the reasonable satisfaction of the Director of Public Works or his designee including any necessary painting, within thirty (30) days of Tenant's receipt of written notice from Landlord identifying any such damage caused by Tenant, its agents or contractors.

8) Within thirty (30) days of receipt of an invoice from Landlord, Tenant agrees to reimburse Landlord for the reasonable costs of Landlord's inspection of the Tower in connection with the installation of Tenant's equipment on the Tower to ensure that Tenant's equipment is installed in accordance with the site plans and specifications as identified on Exhibit 2.

b) Maintenance.

1) Tenant shall, at its own expense, maintain its facilities in a safe and slightly condition, in good repair, and in a manner so as not to conflict with the use of the Property by the Landlord or of others using the Property with the Landlord's permission.

2) Tenant shall have the sole responsibility for the maintenance, repair, and security of its equipment, personal property, facilities and improvements, and shall keep same in good repair and condition during this Lease.

3) Tenant shall keep the Premises free of debris and be in compliance with the language and regulations of federal, state and local agencies.

4) Tenant acknowledges that, from time to time, Landlord will undertake painting, construction or other alterations to the Tower. Landlord shall use reasonable efforts to notify Tenant at least thirty (30) days prior to the end of any fiscal year during which Landlord has planned and budgeted for Tower painting or construction in the subsequent year and Landlord shall give Tenant no less than ninety (90) days written notice prior to commencement of such activities. Tenant shall take reasonable measures, at its cost, to cover the facilities or Tenant's other equipment or personal

property and to protect such from paint and debris fallout which may occur during the painting, construction or alteration process. In the event Landlord determines Tenant's facilities and/or equipment must be temporarily removed in order to undertake such painting, construction or alterations, Tenant shall remove the facilities and/or equipment at its sole cost and expense during said painting, construction or alterations. Tenant shall then be permitted to install temporary facilities upon the Landlord's Property near the Premises, if necessary, during any such work. Such temporary facilities may include a Cell on Wheels (COW). Tenant and Landlord shall reasonably cooperate with each other regarding the placement of the COW on the Property. Upon completion of any repainting by Landlord, Tenant agrees to have its equipment located on the Tower painted to match the then existing paint on the Tower.

- c) Tenant shall, at its sole cost and expense, comply with the radio frequency exposure limits (the RF Exposure Limits) promulgated under 47 C.F.R. 1.1307, et Seq. (as amended from time to time) of the Code of Federal Regulations. Tenant may, at its sole discretion, modify or cause modifications of its telecommunications equipment in order to ensure that its operations are in compliance with said regulations. Tenant shall submit to Landlord copies of environmental evaluations for RF Exposure Limits required under RF Emissions Regulations for all regulated equipment located at the Premises. Such reports shall be provided by Tenant to Landlord during the term upon written notice from Landlord. Said reports shall demonstrate compliance with FCC standards for this type of equipment. If RF Exposure Limits are not in compliance during such testing, Tenant shall have 60 days to bring RF Exposure Limits within compliance and provide evidence of such compliance. Alternatively, Tenant may purchase RF testing equipment for Landlord and accept Landlord's annual tests as a measure of compliance.
- d) Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance caused by Tenant or its employee, agents or assigns and any damage, loss, expense or liability resulting from such release, including all attorney's fees, costs and penalties incurred as a result thereof.

16. DEFAULT AND RIGHT TO CURE.

a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

b) The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure.

No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord by Tenant.

c) In the event of a default by either party with respect to a material provision of this Agreement, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting party may have by reason of such default, the non-defaulting party may terminate the Agreement upon thirty (30) days written notice to the other party, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, that the non-defaulting party shall use reasonable efforts to mitigate its damages in connection with a default by the defaulting party. Notice of the non-defaulting party's exercise of its right to terminate shall be given to the other party in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the non-defaulting party. All rentals paid to said termination date shall be retained by Landlord, and Tenant shall immediately pay to Landlord all sums due through the termination date.

17. **ASSIGNMENT/SUBLEASE.** This Agreement may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant'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 Landlord, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

18. **NOTICES.** All notice, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant: Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

If to Landlord: Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118
Attention: Deputy Director of Public Works

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

19. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business day's prior written notice to the other party hereto.

20. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

21. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.

22. **WAIVER OF LANDLORD'S LIEN.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

23. **TAXES.**

a) Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property in connection with Tenant's use of the Premises and/or installation, maintenance and operation of Tenant's improvements. Tenant shall reimburse the Landlord for Tenant's proportionate share of the real estate taxes, arising out of Tenant's use of the Premises and/or installation, maintenance and operation of Tenant's improvements, within thirty (30) days of Tenant's receipt of a copy of the tax bill and written request for reimbursement from the Landlord. For purposes herein, Tenant's proportionate share shall be determined based upon the square footage of the Premises (excluding therefrom any unassessed square footage used by Tenant) relative to Landlord's entire parcel of real estate (using, in the case of leased land, the unimproved portion of Landlord's real estate (including parking areas)). Upon written request of either party, the other shall provide evidence of payment of taxes, within thirty (30) days of receipt of any such request.

b) Tenant shall have the right to contest all taxes, assessments, charges and impositions assessed against its personal property or improvements, and Landlord agrees to join in such contest, if required by law, and to permit the Tenant to proceed with the contest in Landlord's name, provided that the expense of the contest is borne by Tenant. If the Landlord initiates an action to contest taxes or other items, Tenant may join in such action provided that Tenant pays its own expenses of so participating. Landlord shall, within fourteen (14) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice by certified mail, return receipt requested, to Tenant. If Landlord fails to give Tenant such notice as set forth above, Landlord will be responsible for payment of any increases and Tenant shall have the option to pay the same and deduct such payment from Rent or any other sums next due.

24. **SALE OF PROPERTY.** If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in Rent to the new landlord. The provisions of this Paragraph 24 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

25. **REIMBURSEMENT OF COSTS.** Tenant agrees to reimburse Landlord for its reasonable legal and engineering review related expenses in connection with this Agreement, provided any such amount does not exceed Seven Thousand and 00/100 Dollars (\$7,000.00) ("Reimbursement"). The Reimbursement will be paid as capital, not as additional rent. Landlord shall provide Tenant with an itemized invoice of any such legal and engineering review costs and Tenant shall remit a one-time payment within forty-five (45) days of receipt and review of an invoice from Landlord detailing such costs.

26. **MISCELLANEOUS.**

a) **Amendment/Waiver.** This agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

b) **Memorandum/Short Form Lease.** Landlord agrees to execute a Memorandum of this Agreement which Tenant may record with the appropriate recording officer.

c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are: an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

g) **Estoppel.** Either party will, at any time upon thirty (30) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will constitute a default herein.

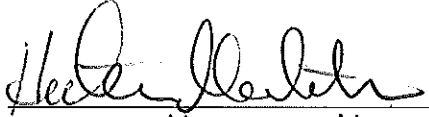
h) **W-9.** Landlord agrees to provide Tenant with documentation necessary for Tenant to comply with tax and information return reporting rules of the Internal Revenue Service (“IRS”) or state and local governments, including without limitation, IRS Form W-9 and applicable state withholding forms, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as an Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

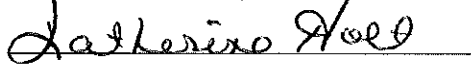
[Signature Page to Follow On Next Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to effective as of the last date written below.

WITNESSES:



Print Name: Heather Harentzoh



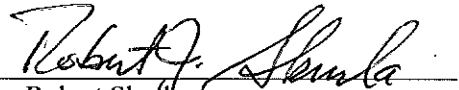
Print Name: Katherine Holt

WITNESS:

Print Name: _____

"LANDLORD:

Village of East Dundee, an Illinois
municipal corporation

By: 

Name: Robert Skukla

Its: Village Administrator

Date: March 10, 2015

"TENANT"

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless

By: Cellco Partnership, its general
partner

By: _____

Name: Lynn Ramsey

Its: Area Vice President Network

Date: _____

(ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE)

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____ in the year 2015, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____

My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____ in the year 2015, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____

My Commission Expires: _____

EXHIBIT 1
DESCRIPTION OF PREMISES

Page 1 of 2

To the Agreement dated _____, 2015, by and between Village of East Dundee, an Illinois Municipal Corporation, as Landlord, and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, as Tenant.

The following described Real Estate situated in the County of Kane in the State of Illinois (the "Property"), to-wit:

Parcel 1:

LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

Parcel 2:

EASEMENT FOR VILLAGE OF EAST DUNDEE FOR BENEFIT OF PARCEL ONE CREATED BY THE GRANT OF EASEMENT AGREEMENT FOR WATER TOWER ROAD RECORDED DECEMBER 20, 2002 AS DOCUMENT 2002K171318

The Premises are described and/or depicted as follows:

PROPOSED LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 113.45 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF SAID LOT 20, A DISTANCE OF 38.00 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 38.00 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 760.0 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

[LEGAL DESCRIPTIONS CONTINUED ON NEXT PAGE]

[LEGAL DESCRIPTIONS CONTINUED]

PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 113.45 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF SAID LOT 20, A DISTANCE OF 38.00 FEET, THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST, 12.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST, 23.41 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 50 SECONDS EAST, 28.03 FEET; THENCE SOUTH 00 DEGREES 45 MINUTES 45 SECONDS WEST, 41.37 FEET; THENCE SOUTH 29 DEGREES 21 MINUTES 39 SECONDS WEST, 47.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 68 (DUNDEE ROAD), THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, 5.36 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 20; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 20, A DISTANCE OF 8.73 FEET; THENCE NORTH 29 DEGREES 21 MINUTES 39 SECONDS EAST, 41.64 FEET; THENCE NORTH 00 DEGREES 45 MINUTES 45 SECONDS EAST, 35.94 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 50 SECONDS WEST, 28.11 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 26.71 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,112.8 SQUARE FEET OR 0.025 ACRES, MORE OR LESS.

PROPOSED ACCESS EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

[LEGAL DESCRIPTIONS CONTINUED ON NEXT PAGE]

[LEGAL DESCRIPTIONS CONTINUED]

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 113.45 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF SAID LOT 20, A DISTANCE OF 8.96 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 75.50 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID LOT 20, A DISTANCE OF 38.10 FEET TO THE NORTH LINE OF SAID LOT 20; THENCE NORTH 72 DEGREES 48 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE, 12.54 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PARALLEL WITH SAID EAST LINE, 53.75 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST, 75.50 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST, 16.55 FEET; THENCE SOUTH 89° 43 MINUTES 29 SECONDS WEST, 12.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 28.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,732.5 SQUARE FEET OR 0.040 ACRES, MORE OR LESS.

LANDLORD CONSENTS TO TENANT'S USE OF THE THIRTY FOOT (30') EASEMENT FOR VILLAGE OF EAST DUNDEE FOR BENEFIT OF PARCEL ONE CREATED BY THE GRANT OF EASEMENT AGREEMENT FOR WATER TOWER ROAD RECORDED DECEMBER 20, 2002 AS DOCUMENT 2002K171318

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

EXHIBIT 1
DESCRIPTION OF PREMISES

Page 2 of 2

To the Agreement dated _____, by and between Village of East Dundee, an Illinois Municipal Corporation, as Landlord, and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, as Tenant.

The Premises are described and/or depicted as follows:

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

EXHIBIT 2

**Site Plan
(See Attached)**

EXHIBIT 3

**Survey
(See Attached)**

Prepared by and upon recording
Please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: E Dundee)

Parcel ID No.: 03-24-226-009

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum of Water Tower Agreement is made this _____ day of _____, 2015, between the Village of East Dundee with a mailing address of 120 Barrington Avenue, East Dundee, Illinois 60118, hereinafter referred to as "**LANDLORD**", and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, hereinafter referred to as "**TENANT**". LANDLORD and TENANT are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

1. LANDLORD and TENANT entered into a Water Tower Lease Agreement (the "**Agreement**") on _____, 2015 for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for three (3) additional five (5) year terms unless the TENANT terminates it at the end of the then current term by giving the LANDLORD written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
2. LANDLORD hereby leases to TENANT a portion of that certain space on LANDLORD's water tower, located at IL Route 68, East Dundee, Kane County, Illinois, and being further described in Warranty Deed recorded as Instrument No. 2002K171317, in the Office of the Kane County Recorder of Deeds (the entirety of LANDLORD's property is referred to hereinafter as the "**Property**"); together with a 20' by 38' parcel containing Seven Hundred Sixty (760) square feet; together with the consent for 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, along a right-of-way extending from the nearest public right-of-way, Prairie Lakes Road, to the demised premises; together with an easement for the installation and maintenance of utility wires, poles, cables, conduits, fiber optic cables and pipes over the Property as described in attached Exhibit A. The demised premises and rights-of-way are hereinafter collectively referred to as the "**Premises**". The 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 WITNESS WHEREOF, hereunto and to a duplicate hereof, LANDLORD and TENANT have caused this Memorandum to be duly executed on the date first written hereinabove.

LANDLORD:

Village of East Dundee, an Illinois municipal corporation

By: Robert J. Skurla
Name: Robert Skurla
Its: Village Administrator
Date: March 10, 2015

TENANT:

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

By: Cellco Partnership, its General Partner

By: _____
Name: Lynn Ramsey
Its: Area Vice President Network
Date: _____

3. The Commencement Date of the Agreement, of which this is a Memorandum, is _____.
4. 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 LANDLORD and TENANT.

STATE OF ILLINOIS

)

) SS

LANDLORD ACKNOWLEDGEMENT

COUNTY OF KANE

)

I, _____, a Notary Public for said County and State, do hereby certify that _____, personally came before me this day and acknowledged that he/she executed the foregoing MEMORANDUM OF WATER TOWER LEASE AGREEMENT in behalf of the Village of East Dundee and by its authority set forth therein.

WITNESS my hand and official Notarial Seal, this ____ day of _____ 2015.

Notary Public

My Commission Expires:

STATE OF ILLINOIS

)

) SS

TENANT ACKNOWLEDGMENT

COUNTY OF COOK

)

On _____, 2015, before me personally appeared Lynn Ramsey, as Area Vice President Network of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, personally known to me or proven on the basis of satisfactory evidence to be the person whose name is ascribed on the within instrument, and acknowledged that she executed the same on behalf of said partnership and by its authority for the purposes set forth therein.

Print Name: _____

Notary Public

My Commission Expires:

EXHIBIT A

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

PROPOSED LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF LOT 20 IN PRAIRIE

LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 113.45 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF SAID LOT 20, A DISTANCE OF 38.00 FEET, THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 38.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 760.0 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS,

FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 113.45 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF SAID LOT 20, A DISTANCE OF 38.00 FEET, THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST, 12.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST, 23.41 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 50 SECONDS EAST, 28.03 FEET; THENCE SOUTH 00 DEGREES 45 MINUTES 45 SECONDS WEST, 41.37 FEET; THENCE SOUTH 29 DEGREES 21 MINUTES 39 SECONDS WEST, 47.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 68 (DUNDEE ROAD), THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, 5.36 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 20; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 20, A DISTANCE OF 8.73 FEET; THENCE NORTH 29 DEGREES 21 MINUTES 39 SECONDS EAST, 41.64 FEET;

[LEGAL DESCRIPTIONS CONTINUED ON NEXT PAGE]

[LEGAL DESCRIPTIONS CONTINUED]

THENCE NORTH 00 DEGREES 45 MINUTES 45 SECONDS EAST, 35.94 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 50 SECONDS WEST, 28.11 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 26.71 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,112.8 SQUARE FEET OR 0.025 ACRES, MORE OR LESS.

PROPOSED ACCESS EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 113.45 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF SAID LOT 20, A DISTANCE OF 8.96 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 75.50 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID LOT 20, A DISTANCE OF 38.10 FEET TO THE NORTH LINE OF SAID LOT 20; THENCE NORTH 72 DEGREES 48 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE, 12.54 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PARALLEL WITH SAID EAST LINE, 53.75 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST, 75.50 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST, 16.55 FEET; THENCE SOUTH 89° 43 MINUTES 29 SECONDS WEST, 12.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 28.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,732.5 SQUARE FEET OR 0.040 ACRES, MORE OR LESS.

LANDLORD CONSENTS TO TENANT'S USE OF THE THIRTY FOOT (30') EASEMENT FOR VILLAGE OF EAST DUNDEE FOR BENEFIT OF PARCEL ONE CREATED BY THE GRANT OF EASEMENT AGREEMENT FOR WATER TOWER ROAD RECORDED DECEMBER 20, 2002 AS DOCUMENT 2002K171318

EXHIBIT B

**BOUNDARY SURVEY OF THE PREMISES,
INGRESS/EGRESS AND UTILITY EASEMENT**

(See Attached)

CHICAGO SMSA
limited partnership
dba VERIZON WIRELESS



REVISIONS		DATE	BY
1	ISSUED FOR REVIEW	7/2/04	LS
2	UPDATE SHEET TYPE	10/20/04	BP
3	UPDATE SITE EXTENSION	10/20/04	BP
4	UPDATE SPECIFICATIONS	11/23/04	LS
5	UPDATE LANE WIDTH	12/29/04	LS
6	UPDATE ACCESS AND UTILITY EASEMENTS	12/29/04	BP

LOC. #224037

EAST DUNDEE WT

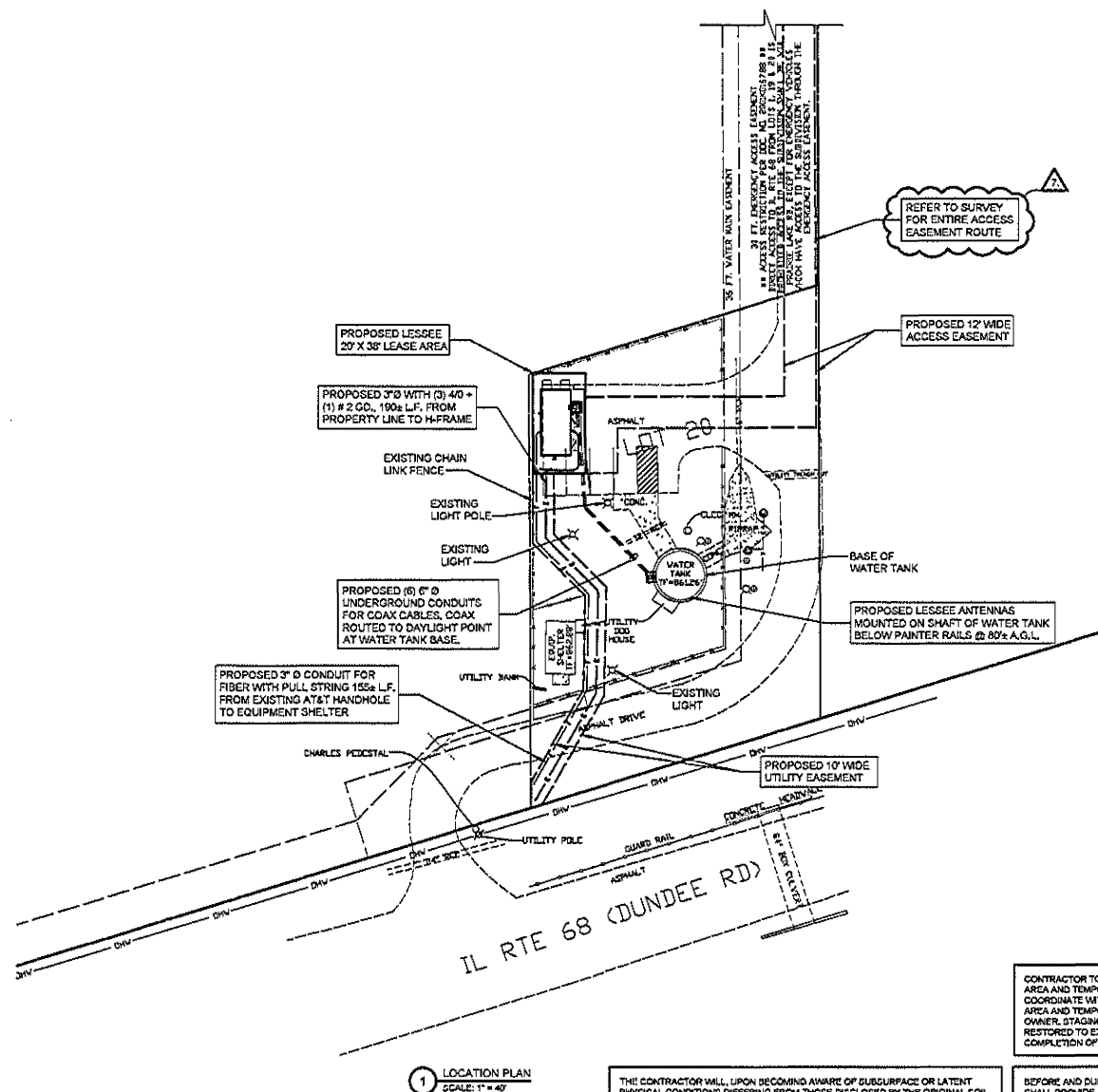
100 PRAIRIE LAKE ROAD
EAST DUNDEE, IL 60118

DRAWN BY: JAY
CHECKED BY: TAZ
DATE: 4/9/03
PROJECT # 33-1094

SHEET TITLE
LOCATION PLAN

SHEET NUMBER

LP



1 LOCATION PLAN
SCALE: 1" = 40'

CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT. CONTRACTOR SHALL PHOTOGRAPH AND VIDEOTAPE EXISTING PAVEMENT PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.

THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER, VERBALLY AND IN WRITING, AS REQUIRED ABOVE, OF SUCH DIFFERING SUBSURFACE CONDITIONS.

CONTRACTOR TO PROVIDE APPROXIMATE 50x60' STAGING AREA AND TEMPORARY ROAD. CONTRACTOR SHALL COORDINATE WITH ANTEENNA CONTRACTOR, A STAGING AREA AND TEMPORARY ROAD THAT IS ACCEPTABLE TO THE OWNER. STAGING AREA AND TEMPORARY ROAD SHALL BE RESTORED TO EXISTING CONDITIONS AS NECESSARY UPON COMPLETION OF THE PROJECT.

BEFORE AND DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL AS NECESSARY IN THE FORM OF SILT FENCES FOR THE SITE AND SALES AROUND ANY EXISTING MANHOLES, INLETS, OR CATCHBASINS SUSCEPTIBLE TO EROSION. EROSION CONTROL MEASURES SHALL BE PERIODICALLY INSPECTED TO ENSURE PROPER FUNCTION. EROSION CONTROL SHALL BE REMOVED UPON COMPLETION OF WORK.

OPERATES 24 HOURS
A DAY 765 DAILY A YEAR



SURVEY PERFORMED BY:

Advanced Surveying & Mapping

Telephone (630) 273-2500

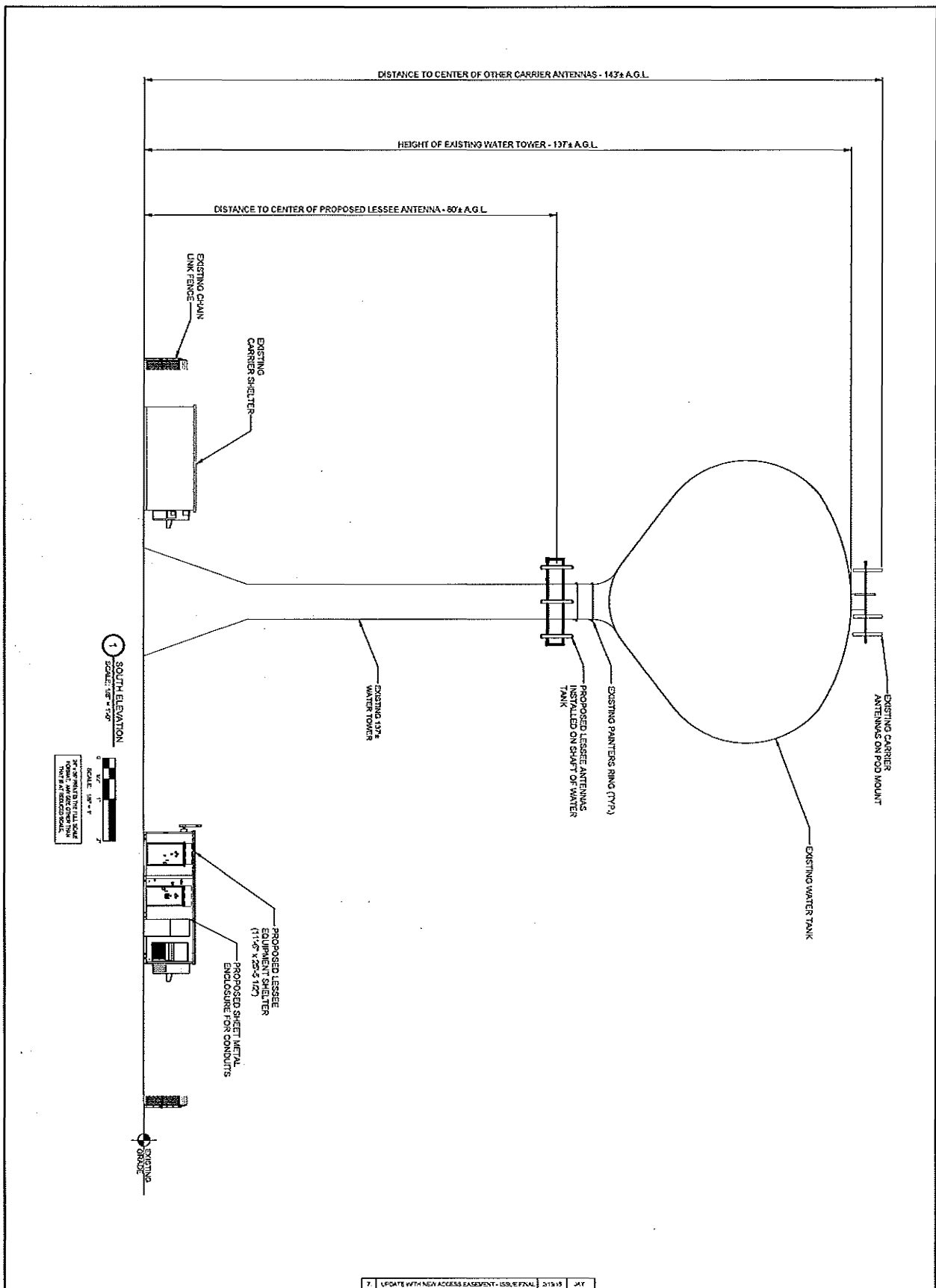
Fax (630) 273-2600

E-MAIL: advanced@advst.com


BENCHMARK INFO

SOURCE BENCHMARK: NGS MONUMENT
DESIGNATION: IL KANE 24 42.8
PID: A33044
STATE / COUNTY: IL / KANE
USGS QUAD: STREAMWOOD (Q1993)

ELEVATION = 670.51' (NAVD83)



CHICAGO SMSA
limited partnership
d/b/a VERIZON WIRELESS

**TERRA**
COMMUNICATIONS, L.P.
400 BUSSE HIGHWAY
PARK RIDGE, IL 60064
PH: 847.498.6400
FAX: 847.498.6401

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	7/13/14	TJS
2	UPDATE SHELTER TYPE	06/05/14	PP
3	UPDATE SITE ADDRESS	12/15/14	PP
4	UPDATE 14 INFORMATION ON T1 PAGE	11/13/14	JR
5	FINAL PENDING FIBER	12/15/14	JR
6	UPDATE LEASE AREA TO 20' X 38'	01/06/15	MAP
7	UPDATE ACCESS AND UTILITY EASEMENTS	01/22/14	MAP

LOC. #224037
EAST
DUNDEE WT
100 SQUARE LAKE ROAD
EAST DUNDEE, IL 60118

DRAWN BY	JAY
CHECKED BY	TJC
DATE	4/8/15
PROJECT #	55-004

SHEET TITLE:
SITE ELEVATION

SHEET NUMBER:
ANT-1

LEGEND

Light Pole	Found Section Corner Monument
Power Pole	Found or Set Monument
Telephone Pedestal	Found or Set Cut Cross
Fence	Measured
Railroad Tracks	(60.00')
Centerline	Record
Section Line	DOC. NO.
	Document Number
	A & U
	Access & Utility
Building	Proposed
POC	Point of Commencement
POB	Point of Beginning
	Access Easement
	Utility Easement
	Lease Site Area

LOCATION MAP

NOT TO SCALE

SURVEY NOTES

EASEMENTS AND SETBACKS SHOWN HEREON ARE BASED UPON THE RECORDED SUBDIVISION PLAT UNLESS NOTED OTHERWISE.

THE SURVEYOR EXPRESSES NO OPINION AS TO THE ACCURACY OF ANY UNDERGROUND UTILITIES WHEN NOT READILY VISIBLE FROM THE SURFACE. IT IS RECOMMENDED THAT THE APPROPRIATE GOVERNMENTAL AGENCY, MUNICIPALITY AND/OR UTILITY COMPANY BE CONTACTED FOR VERIFICATION.

THE PERMANENT PARCEL INDEX NUMBER FOR THE PROPERTY ENCUMBERED BY THE LEASE SITE AND EASEMENT HEREON IS: 03-24-225-009.

THE FLOOD INSURANCE RATE MAP SHOWS THAT THE PROPERTY DESCRIBED HEREON IS FALLING WITHIN ZONE "X", ACCORDING TO THE COMMUNITY PANEL NUMBER 170323 0180 N, VILLAGE OF EAST DUNDEE, MAP NUMBER 17089 CD180H, KANE COUNTY, ILLINOIS AND INCORPORATED AREAS, MAP REVISED AUGUST 3, 2009. ZONE "X" IS AREA DETERMINED TO BE OUTSIDE THE 0.2 % ANNUAL CHANCE FLOODPLAIN.

EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, AND IDENTIFIED AS FILE NO. 1401-860012631. 01, WITH AN EFFECTIVE DATE OF JANUARY 22, 2015.

PLAT OF SURVEY OF LEASE AREA AND EASEMENTS

BENCHMARK INFO

SOURCE BENCHMARK: NGS MONUMENT
 DESIGNATION: IL KANE 24 42 8
 PID: A13044
 STATE / COUNTY: IL / KANE
 USGS QUAD: STREAMWOOD (1993)
 ELEVATION = 870.51' (NAVD83)

GRANT OF EASEMENT AGREEMENT FOR WATER TOWER ROAD, PER DOCUMENT 2001K015788, RECORDED FEBRUARY 27, 2001, (A NON-EXCLUSIVE EASEMENT FOR ACCESS AND MAINTENANCE FOR A WATER TOWER FACILITY, NHTA TO DOCUMENT 2001K131315, RECORDED DECEMBER 20, 2002 FOR FURTHER PROVISION)

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, EAST ZONE, NAD83 (2011)

MEAN MAGNETIC DECLINATION OBTAINED FROM U.S.G.S. 7 1/2 MINUTE SERIES MAP STRAWWOOD QUADRANGLE STATE OF ILLINOIS

LATITUDE: N 42°06'23.78"
 LONGITUDE: W 088°14'23.33"
 AT PROPOSED CENTERLINE OF TOWER COMPLIES WITH F.A.A. 51A ACCURACY REQUIREMENTS

SCALE: 1" = 40'

11" X 17" PRINT IS THE FULL SCALE FORMAT OF THIS SURVEY. ANY OTHER SIZE IS AT AN ADJUSTED SCALE.

UTM GRID AND 1993 MAGNETIC NORTH DECLINATION AT CENTER OF QUAD MAP

PARENT TRACT PARCEL:

LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K015788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

SEE SHEET L-2 (SHEET 2 OF 2) FOR LEASE AREA AND EASEMENT DETAILS AND THEIR LEGAL DESCRIPTIONS, AND SHEET L-3 (SHEET 3 OF 3) FOR PROPOSED ACCESS EASEMENT AND LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
 COUNTY OF KANE }

I, CHARLES S. MARSHALL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON, BEING COMPLETED IN THE FIELD ON 6/3/2014 IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION.

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND BOUNDARY SURVEYS SET FORTH BY ILLINOIS STATE LAW.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 18TH DAY OF FEBRUARY, A.D. 2015

CHARLES S. MARSHALL
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3377
 LICENSE EXPIRES 11/30/2016

PREPARED BY:

ASV

ASM Consultants, Inc.
 16 E. Wilson Street, Batavia, IL 60510
 Tel (630) 879-0200 Fax (630) 454-3774
 advanced@advct.com
 Professional Design Firm #184-006014 expires 4/30/2015

PREPARED FOR:

Chicago SMSA

CHICAGO SMSA LIMITED PARTNERSHIP
 8742 W. VANDERBILT
 1015 WOODFIELD ROAD, SUITE 1400
 ROSEMOUNT, ILLINOIS 60018
 PHONE: 847-818-9397 FAX: 847-706-7410

TERRA
 Consulting Group, LTD.
 600 Busse Highway
 Park Ridge, IL 60068
 (847) 698-6400

NO.	DATE	REVISION
1.	6/3/2014	FIELD SURVEY COMPLETED
3.	1/6/2015	FINAL SURVEY COMPLETED
4.	1/22/2015	REVISED LEASE AREA & ADDED ACCESS EASEMENT PER CLIENT
5.	2/18/2015	REVISED & ADDED ACCESS EASEMENT PER CLIENT

SITE DESIGNATION INFORMATION:

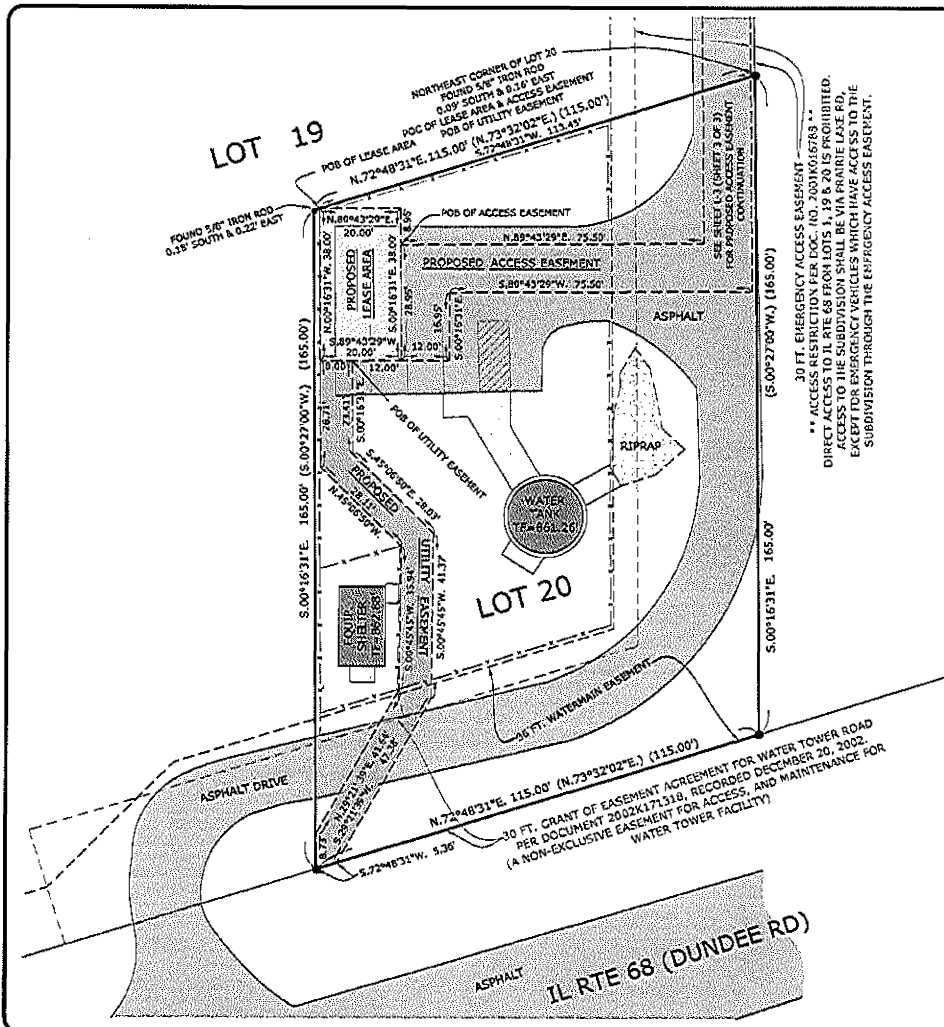
EAST DUNDEE WT
 Location No.: 224037
 IL RTE 68
 EAST DUNDEE, IL 60118

DRAWN BY: PS
 CHECKED BY: CSM

PROJECT NO.: 720226C

L-1

SHEET 1 OF 3



LEGAL DESCRIPTIONS

PROPOSED LEASE AREA LEGAL DESCRIPTION:

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 113.45 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF SAID LOT 20, A DISTANCE OF 38.00 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 38.00 FEET TO THE POINT OF BEGINNING.

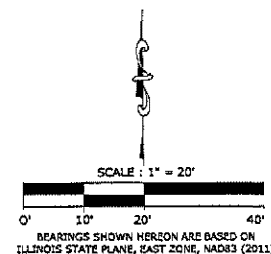
SAID PARCEL CONTAINS 760.0 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 113.45 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF SAID LOT 20, A DISTANCE OF 38.00 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 41.37 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 50 SECONDS EAST, 28.03 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 41.37 FEET; THENCE SOUTH 29 DEGREES 21 MINUTES 39 SECONDS WEST, 47.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 68 (DUNDEE ROAD), THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, 5.36 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 20; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 20, A DISTANCE OF 8.73 FEET; THENCE NORTH 29 DEGREES 21 MINUTES 39 SECONDS EAST, 41.64 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 26.71 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,112.8 SQUARE FEET OR 0.025 ACRES, MORE OR LESS.



PREPARED BY:



ASM Consultants, Inc.
16 E. Wilson Street, Batavia, IL 60150
Tel (630) 879-0200 Fax (630) 454-3774
advanced@advct.com
Professional Design Firm #184-006014 expires 4/30/2015

PLAT OF SURVEY OF LEASE AREA AND EASEMENTS

PREPARED FOR:

Chicago SMSA

CHICAGO SMSA LIMITED PARTNERSHIP
4700 N. WILSON STREET, SUITE 1400
ROSELAND, ILLINOIS 60678
PHONE: 847-619-5387 FAX: 847-708-7410



Consulting Group, LTD.
600 Busse Highway
Park Ridge, IL 60068
(847) 698-6400

320 435-1074

NO.	DATE	REVISION
3.	1/6/2015	FINAL SURVEY COMPLETED
5.	2/18/2015	REVISED & ADDED ACCESS EASEMENT PER CLIENT

SITE DESIGNATION INFORMATION:

EAST DUNDEE WT

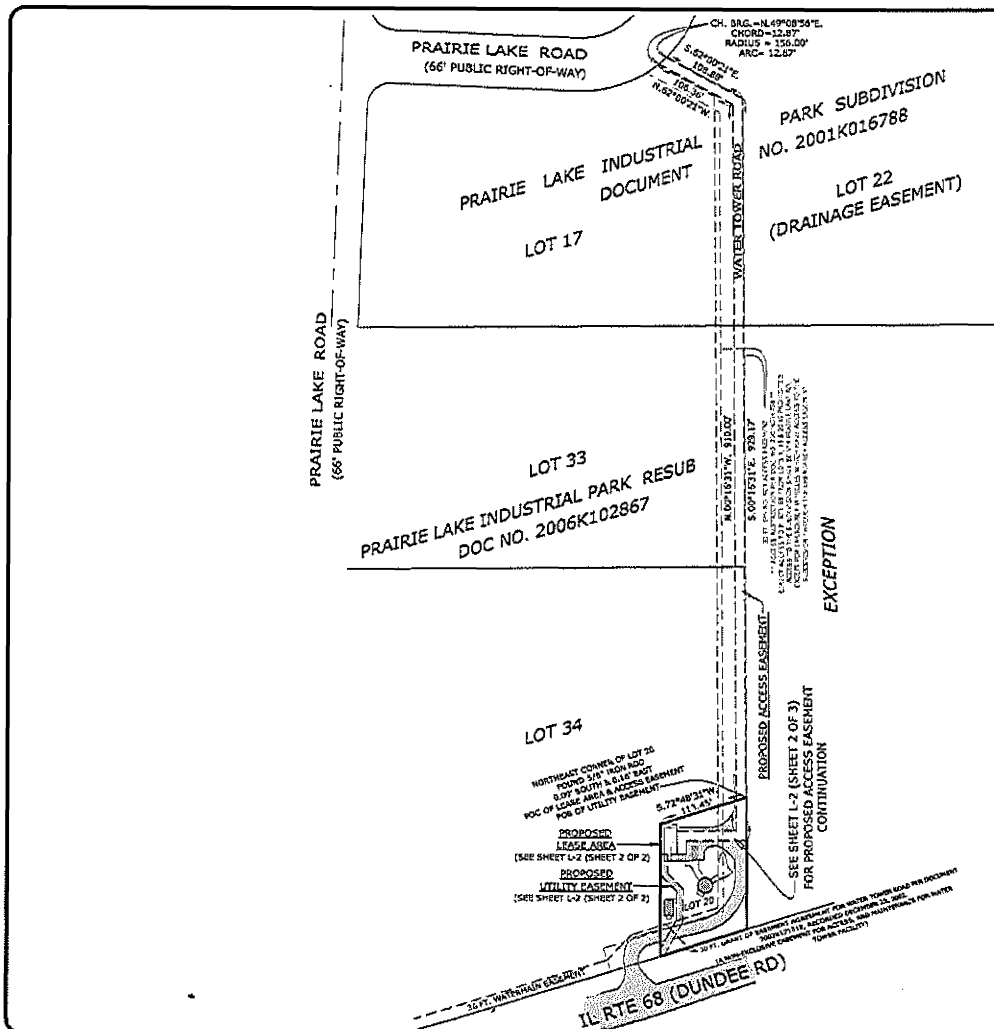
Location No.: 224037
IL RTE 68
EAST DUNDEE, IL 60118

DRAWN BY: PS
CHECKED BY: CSM

PROJECT NO.
720226C

L-2

SHEET 2 OF 3

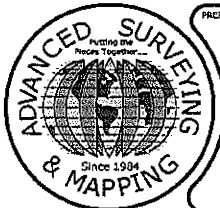


PROPOSED ACCESS EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF LOTS 17 AND 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, ALSO PART OF LOTS 33 AND 34 IN PRAIRIE LAKE INDUSTRIAL PARK SIXTH RESUBDIVISION, BEING A SUBDIVISION OF LOTS 18 AND 19 OF SAID PRAIRIE LAKE INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 2006 AS DOCUMENT NUMBER 2006K102867, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 113.45 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF SAID LOT 20, A DISTANCE OF 8.96 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 75.50 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID LOTS 17, 18, 19 AND 20, A DISTANCE OF 910.00 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 21 SECONDS WEST PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 17, A DISTANCE OF 106.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PRAIRIE LAKE ROAD; THENCE NORTHEASTERLY 12.87 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 156.00 FEET WITH A CHORD WHICH BEARS NORTH 49 DEGREES 08 MINUTES 56 SECONDS EAST, 12.87 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 21 SECONDS EAST PARALLEL WITH SAID NORTHEASTERLY LINE OF LOT 17, A DISTANCE OF 108.88 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PARALLEL WITH SAID EAST LINE OF LOT 17, 18, 19 AND 20, A DISTANCE OF 928.17 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST, 75.50 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST, 16.55 FEET; THENCE SOUTH 89° 43 MINUTES 29 SECONDS WEST, 12.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 28.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,490.4 SQUARE FEET OR 0.080 ACRES, MORE OR LESS.



PREPARED BY:



ASM Consultants, Inc.
16 E Wilson St, Batavia IL 60510
Tel (630) 879-0200 Fax (630) 454-3774
advanced@advct.com
Professional Design Firm #184-006014 expires 4/30/2015

PLAT OF SURVEY OF LEASE AREA AND EASEMENTS

PREPARED FOR:

Chicago SMSA

CHICAGO SMSA LIMITED PARTNERSHIP
1515 WOODFIELD ROAD, SUITE 1400
SCHANLUND, ILLINOIS 60173
PHONE: 647-818-5592 FAX: 647-708-7415



Consulting Group, LTD.
600 Busse Highway
Park Ridge, IL 60068
(847) 698-6400

NO.	DATE	REVISION
1.	1/6/2015	FIELD SURVEY COMPLETED
2.	2/18/2015	REVISED & ADDED ACCESS EASEMENT PER CLIENT

SITE DESIGNATION INFORMATION:

EAST DUNDEE WT

Location No.: 224037
IL RTE 68
EAST DUNDEE, IL 60118

DRAWN BY: PS
CHECKED BY: CSM

PROJECT NO.
720226C

L-3

SHEET 3 OF 3