## Ordinance No. <u>15-</u>47

#### AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, KANE AND COOK COUNTIES, ILLINOIS, APPROVING AN AMENDMENT TO THE 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, Chicago SMSA Limited Partnership doing business as Verizon Wireless ("Verizon") entered into a Lease Agreement ("Agreement") dated April 13, 2015 for a portion of the property adjacent to the Village's water tower on Illinois Route 68 to install telecommunications equipment and antenna structures on the water tower with easement rights for access to the property and tower; and,

WHEREAS, Verizon has determined that its exhibits to the above Agreement were not accurate as to the intentions of the Village and Verizon as to the premises and easements; and,

WHEREAS, the Village and Verizon have agreed to enter into an amendment to that Agreement to correct the exhibits and legal descriptions.

**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: That the amendment to the lease agreement between the Village of East Dundee and Chicago SMSA Limited Partnership entitled, AMENDMENT TO LEASE AGREEMENT, ("Lease Amendment") which is attached hereto and incorporated herein as Exhibit A, is hereby approved and the Village Administrator is hereby authorized to execute said Lease Amendment.
- Section 2: 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 Amendment.
- Section 3: 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.

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AYES: NAYS:	Trustees Lypam,	Skillicorn,	Selep,	Wood	and Hall

Pagadelia 19th day of Alica has 2015

ABSENT: Trustee Gorman

Approved this 11th day of November, 2015.

Village President

Village Clerk

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

#### AMENDED MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Amended Memorandum of Water Tower Agreement is made this Let day of <u>Vouen ben</u>, 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".

WHEREAS, LANDLORD and TENANT entered that certain Water Tower Agreement dated April 13, 2015 (the "Agreement") that provides for the installation, maintenance and operation of TENANT's communication facility and ancillary equipment at real property identified as parcel number 324226009 and located at IL Route 68, East Dundee, Kane County, Illinois ("Property");

WHEREAS, LANDLORD and TENANT executed a Memorandum of Water Tower Lease Agreement recorded April 28, 2015 as Document No. 2015K021381, in Kane County, Illinois ("Memorandum");

WHEREAS, LANDLORD and TENANT have entered into an Amendment to the Agreement in order to grant a revised utility easement area ("Revised Utility Easement") to TENANT for the installation, operation maintenance and repair of utilities over and through the Property;

WHEREAS, LANDLORD and TENANT wish to amend the Memorandum to document the grant of the Revised Utility Easement as further described on <a href="Exhibit A-1">Exhibit B-1</a> attached to this Amended Memorandum; and

WHEREAS, it is now the intention of LANDLORD and TENANT to enter into this Amended Memorandum providing the following:

1. LANDLORD and TENANT entered into the Agreement on April 13, 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 grants the Revised Utility Easement to TENANT for the purpose of installation, operation, maintenance and repair of utilities as further described ion Exhibit A-1 and Exhibit B-1 attached to this Amended Memorandum. The Revised Utility Easement shall be considered part of the Premises as defined in the Agreement.
- 3. The Commencement Date of the Agreement, of which this is an Amended Memorandum, is April 13, 2015.
- 4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Amended Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LANDLORD and TENANT.

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

#### LANDLORD:

Village of	<b>East Du</b>	ndee, an	Illinois munic	cipal	
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Name: Rol	ert Skur	lal			
Its: Village	Admini	strator			
Date: <u>//</u>	oven/	rev 18	2015	_	
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Chicago :	SMSA	Limited	Partnership	d/b/a	Verizon
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Its: Execut					

STATE OF ILLINOIS	)	I ANDI ODD AOVNOWI EDGEMENT						
COUNTY OF KANE	) SS )	LANDLORD ACKNOWLEDGEMENT						
I, Katherine Holt, a Notary Public for said County and State, do hereby certify that Robert 3. Skurla, personally came before me this day and acknowledged that he/she executed the foregoing AMENDED 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 10 day of November 2015.								
·		Notary Public						
My Commission Expires: May 28, 2017								
		"OFFICIAL SEAL"  KATHERINE HOLT NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 05/28/2017						
STATE OF ILLINOIS COUNTY OF COOK	) ) SS )	TENANT ACKNOWLEDGMENT						
On								
	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:

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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, 30.04 FEET; THENCE SOUTH 72 DEGREES 56 MINUTES 06 SECONDS WEST, 15.51 FEET TO THE WEST LINE OF SAID LOT 20; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE, 8.36 FEET; THENCE NORTH 72 DEGREES 56 MINUTES 06 SECONDS EAST, 21.51 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 1,260.9 SQUARE FEET OR 0.029 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.

### EXHIBIT B

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

(See Attached Survey)

#### AMENDMENT TO LEASE AGREEMENT

WHEREAS, LANDLORD and TENANT entered into that certain Lease Agreement dated April 13, 2015 (the "Agreement") that provides for the construction, installation, maintenance and operation of TENANT's communications facility and improvements at real property owned by LANDLORD, identified as parcel number 324226009, in the County of Kane, State of Illinois (the "Property"), as legally described in Exhibit 1 of the Agreement;

WHEREAS, the Agreement granted TENANT the right to lease a portion of the Property consisting of (i) ground area space ("Land Space") of approximately 760 square feet for installation of its equipment shelter; and (ii) space on the water tower ("Tower") as shown on Exhibit 2, 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 collectively referred to in the Agreement as the "Premises").

WHEREAS, it is now the intention of LANDLORD and TENANT to enter into an agreement amending the Agreement, as set forth herein.

NOW THEREFORE, for good and valuable consideration including the mutual covenants and agreements hereinafter set forth, LANDLORD and TENANT agree as follows:

- 1. The recitals set forth above are incorporated herein by reference.
- 2. Revised Utility Easement. LANDLORD hereby grants to TENANT the revised easement area ("Revised Utility Easement") for the purpose of installation, operation, maintenance and repair of utilities over and through the Property, as described on Exhibit 1-A, attached hereto. Exhibit 1 of the Agreement is hereby amended and replaced with the attached Exhibit 1-A which depicts the Revised Utility Easement within the Premises. Provided TENANT has received all necessary permits and approvals from appropriate governing bodies, TENANT may immediately commence installation of utilities within the revised Utility Easement. TENANT shall install the utilities at its sole cost and expense. The Parties further agree that upon execution of the Amendment, the Revised Utility Easement shall be considered a part of TENANT's Premises per the terms of the Agreement. LANDLORD agrees that the Revised Utility Easement area described in attached Exhibit 1-A, and depicted on Exhibit 2-A is acceptable.
- 3. Revised Exhibits. LANDLORD and TENANT agree that Exhibit 2 attached to the Agreement is hereby amended and replaced with attached Exhibit 2-A. The Parties further agree that the survey attached as Exhibit 3 to the Agreement is hereby amended and replaced with attached Exhibit 3-A which shall control in the event of boundary and access discrepancies between it and Exhibit 1-A.

- 4. <u>Defined Terms.</u> All defined terms referenced in this Amendment shall have the same meaning as stated and defined in the Agreement.
- 5. <u>No Other Modifications</u>: Other than as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. Where there is a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control. Unless otherwise indicated or introduced in this Amendment, all defined terms referenced in the Amendment shall have the same meaning as those found in the Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed in duplicate this Amendment on the day and year first above written.

LANDLORD:	
Village of East Dundee, an Illinois municicorporation  By: Allina Name: Robert Skula Its: Village Administrator Date: November 18, 2015	pal
TENANT:	
Chicago SMSA Limited Partnership d/b/a Verizon Wireless	
By: Cellco Partnership, its general partne	r
By: Name: Jacque Vallier Its: Executive Director Date:	

#### **EXHIBIT 1-A**

#### **DESCRIPTION OF PREMISES**

Page 1 of 3

To the Amendment dated <u>November 16</u>, 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:

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#### **DESCRIPTION OF PREMISES CONTINUED**

#### Page 2 of 2

To the Amendment dated <u>November 16</u>, 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 Premises are described and/or depicted as follows:

#### PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION

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#### DESCRIPTION OF PREMISES CONTINUED

#### Page 3 of 3

To the Amendment dated November 16, 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 Premises are described and/or depicted as follows:

#### 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:

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

#### 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-A

Revised Site Plan (See Attached)

## EXHIBIT 3-A

(Revised Survey) (See Attached)





