DOCKET NO. 471
SORRENTINO EXHIBIT 1
OBJECTION TO PROTECTIVE ORDER

VERIZON WIRELESS LEASE – ILLINOIS

Consideration: **(a) $21,600 per annum**
(b) 2% annual increase
(c) reimbursement of $2,000 landlord legal fees

Ordinance No. 2011- 10

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A WATER TOWER LEASE AGREEMENT WITH CHICAGO SMSA LIMITED PARTNERSHIP DOING BUSINESS AS VERIZON WIRELESS (Water Tower at 3099 Lehman Crossing)

WHEREAS, the United City of Yorkville (the "City")is a duly organized, and validly existing non home-rule municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois; and,

WHEREAS, the City has the authority to enter into leases of City 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 water tower at 3099 Lehman Crossing 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 City pursuant to the above authority herby finds that entering into this lease agreement is in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. The Corporate Authorities of the United City of Yorkville 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 United City of Yorkville and Chicago SMSA Limited Partnership entitled, *Water Tower 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 subject to the approvals in Section 3 of this Ordinance.

Section 3. That the Mayor and City Clerk are hereby authorized to execute and deliver said Lease Agreement upon approval by the City Administrator of those issues not finalized in their description or resolved in the Lease Agreement including but not limited to the location of the leased premises in paragraph 1.10, the legal description of the leased premises in Exhibit A, and the description of the premises including the construction and antenna drawings and easements including the approved final plans for the building permit in Exhibit B; and approval as to form by the City Attorney.

Section 4. That the officials, officers, and employees of the United City of Yorkville are hereby authorized to take such further actions as are necessary to carry out the intent and purpose

EXHIBIT 1

of this Ordinance and the Lease Agreement.

Section 5. 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 by the City Council of the United City of Yorkville, Kendall County, Illinois this 22 day of March, 2011.

CITY CLERK

ROBYN SUTCLIFF	y	DIANE TEELING	y
ARDEN JOE PLOCHER	y	WALLY WERDERICH	y
GARY GOLINSKI	y	MARTY MUNNS	y
ROSE SPEARS	y	GEORGE GILSON, JR.	y

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 24 day of MARCH, A.D. 2011.

MAYOR

Water Tower
Lease Agreement

1.1 Landlord's Contact Person

Bart Olson
800 Game Farm Rd.
Yorkville, IL 60560

1.2 Landlord

United City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

1.3 Name and Address for Payment of Rent

United City of Yorkville
Attn: Bart Olson
800 Game Farm Rd.
Yorkville, IL 60560

1.4 Landlord's Taxpayer ID
36-6006169

1.5 Property Identification Numbers
02-11-300-105

1.6 Commencement Date
The first day of the month following the Last to occur of: (i) the execution of this agreement or (ii) the Tenant's commencement of installation of the facility, as defined herein but no later than December 1, 2011.

1.7 Term
Five (5) years with three (3) additional
Five (5) year renewal terms; subject to Paragraph 3.

1.8 Rent During First Year
See Section 4.1

1.9 Property
Landlord is the owner of a parcel of Land (the "Property") located at 3099 Lehman Crossing, Yorkville, IL 60560. The Property is more specifically described in Exhibit "A", annexed hereto.

1.10 Premises
Landlord hereby leases to and Tenant leases from Landlord, approximately 20 x 36 (720 square feet) of the Property, comprising a portion of the City-owned elevated water storage tower (the "Water Tower") and all access and utility easements, if any (the "Premises"), as more specifically depicted on Exhibit "B", annexed hereto.

1.11 Lease
This Water Tower Lease Agreement, including Exhibits "A" & "B".

1.12 Tenant Address

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
One Verizon Way, Mail Stop
4AW100
Basking Ridge, New Jersey 07920
Attention: Network Real Estate

1.13 Tenant's Notice Address and Contact

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
NOC #800-852-2671

THIS WATER TOWER LEASE AGREEMENT (the "Lease"), made this 21 day of July 2011, between The United City of Yorkville, an Illinois municipal corporation, with an address as stated in Paragraph 1.2, (hereinafter designated "Landlord") and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal address as stated in Paragraph 1.12, hereinafter designated "Tenant"). The Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

2: Premises

2.1 **Premises.** Landlord hereby leases to Tenant a portion of that certain parcel of property (the entirety of Landlord's property is referred to hereinafter as the "Property"), located at 3099 Lehman Crossing, Yorkville, IL 60560 and being described as a 20 X 36 parcel containing 720 square feet together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, as further described in Paragraph 11 for access and utility easements (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

3: Term and Options to Extend

3.1 **Term**. This Lease shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due per Paragraph 4. The Commencement Date is defined as the later of the first (1st) day of the month following: (a) the date this Lease is executed by the parties or; (b) the date Tenant commences the installation of its Facility, but no later December 1, 2011.

3.2 **Option to Extend**. The term of this Lease shall be automatically renewable for three (3) additional terms of five (5) years ("Renewal Terms") each following the original term or any renewable term at the annual rental stated below and otherwise upon the same terms and conditions stated in this Lease. If Tenant desires not to extend any subsequent term of the Lease it shall give Landlord written notice of its intention not to extend the term at least ninety (90) days prior to the expiration of the then current term whereupon the Lease shall be deemed canceled upon the expiration of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4: Rent

4.1 **Annual Rent.** The annual rent for this Lease shall be Twenty-One Thousand Six Hundred and no/100 Dollars ($21,600.00) made payable in monthly installments beginning on the Commencement Date as defined in Paragraph 3.1(the "Rent"). Rent shall be payable monthly in advance by the first day of the month to Landlord or to such other person, firm or place as Landlord may, from time to time, designate in writing at least forty-five (45) days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. Rent shall in no event be paid later that the tenth (10th) day of that month for the Term. Rent for any fractional year at the beginning or at the end of the Term or Renewal Term shall be prorated. The parties acknowledge that the first payment of rent ("Initial Rent Payment") shall not be sent to Landlord until forty-five (45) days after the Commencement Date.

4.2 **Late Payments.** Rent payments made after the tenth (10th) day of the month of the Term year shall be considered late (hereinafter "Late Payments"). Late Payments shall be subject to a processing fee of one and one-half percent (1.5%) of the rent then-due per month or any portion thereof that Rent is received late (the "Processing Fee"), such amount shall not be considered a penalty but rather an estimation of additional processing costs incurred by Landlord. Landlord shall, on or before the fifteenth (15th) of the month after a Late payment is made, provide Tenant written notice of such late Payment and the Processing Fee amount due. Tenant shall include payment for the Processing Fee on or before the fifteenth (15th) of the subsequent month following the written notice. All Rent payments submitted by Tenant shall first be applied towards the balance of any outstanding Processing Fees and then to the balance of Rent then due and payable.

4.3 **Annual Rent Increase.** The annual rent shall increase two percent (2%) on each anniversary of the Commencement Date for the duration of the term and any renewal term.

4.4 **Performance and Payment Bond.** Tenant hereby guarantees that its improvements will be constructed without the attachment of any construction liens and in the event that any such lien is filed against the Premises on account of Tenant's acts or omissions, Tenant shall either promptly post a bond (in form and substance reasonably acceptable to Landlord) indemnifying and defending Landlord for such lien claim or cause such lien to be removed of record. As additional security for the faithful and prompt performance of its obligation under this Lease and in lieu of the obligation to post a security deposit, Tenant agrees to provide Landlord a performance and payment bond in the amount of Fifty Thousand Dollars ($50,000.00) in a form reasonably acceptable to Landlord (the "Security Deposit"). If Tenant defaults under this Lease, and the default is not cured by Tenant as provided in Paragraph 13, Landlord may use, apply or retain all or a part of this Security Deposit to compensate Landlord for any actual loss, damage or expense incurred or suffered by Landlord by reason of Tenant's incurred default. Prior to Landlord withdrawing the Security Deposit, it shall first give Tenant written notice of its intention to do so and with that notice shall provide to Tenant written documentation of the loss, damage or expense for which Landlord seeks compensation from the Security Deposit. Such notice and documentation shall be provided by landlord to Tenant after the date of the occurrence which gave rise to Landlord's claimed loss, damage or expense. Failure to provide such notice and documentations shall result in a waiver by Landlord of the right to withdraw from the Security Deposit. If the Security Deposit is reduced by Landlord in accordance with this Paragraph, Tenant shall restore the Security Deposit within forty-five (45) days after the notice and demand from Landlord. Landlord shall return the Security Deposit to Tenant or Tenant's assignee within one hundred twenty (120) days after the date of expiration or termination of this Lease. Nothing contained herein shall be construed to limit Landlord's damages to the amount of the Security Deposit.

4.5 **Location for Payment.** Rent shall be paid to Landlord at the Address for Payment of Rent in Paragraph 1.3 or to another person, firm or place which the Landlord may from time to time designate in writing at least forty-five (45) days in advance of a rent payment date.

4.6 **Landlord's Legal Fees.** Within sixty (60) days after full execution of this Lease, Tenant shall reimburse Landlord for Landlord's attorneys' fees associated with reviewing this form of Lease. Notwithstanding the foregoing said reimbursement shall not exceed Two Thousand and no/100 Dollars ($2,000.00) and shall be contingent on Landlord providing Tenant

with a line item invoice evidencing said fees, redacted to protect any attorney-client privileged communication.

5: Use of Property

5.1 **Use.** Tenant may use the Property only for Tenant's lawful telecommunications purposes as well as for related site preparation, improvements and maintenance purposes in accordance with local rules and governmental regulations, and such use shall not interfere with Landlord's use of the Property (i.e., if Tenant is making improvements to the Property, Tenant cannot place equipment or materials in such a manner as to block Landlord's access). Tenant may not perform or permit to be performed any advertising or signs (unless required by the FCC or other governmental entity from or on the Tenant's Facilities.

5.2 **Construction**

A. **Improvements.** Tenant may install an antenna structure (including a mounting structure and equipment) directly affixed to the Water Tower of which the Premises comprises a portion, together with antennas, equipment (including antenna mounting structures and equipment), an equipment shelter, equipment cabinets and other enclosures, fencing, equipment, other personal property, fixtures, cables, pipes, conduits, transmission lines, and utilities; and make any other improvements, subject to the conditions and approval of the Landlord as provided in this Article, said improvements herein collectively referred to as the **"Facility"** and as depicted in Exhibit A and B attached hereto. Tenant shall have the right to mount up to twelve (12) antennas. Tenant may from time to time replace any of these items with new or like-kind items (similar in size and character with then-existing Tenant equipment) with the same or different specifications so long as their installation is otherwise in compliance with the Lease and applicable laws, ordinances and codes.

B. Tenant shall not construct/install Tenant's Facility without receipt of a building permit issued by the Landlord. Prior to execution of this agreement and issuance of building permit, Tenant shall submit Tenant's construction and antenna drawings to Landlord as depicted in Exhibit "B" attached hereto to sign off and approve the construction and antenna installations. Landlord shall review such drawings within twenty-five (25) business days of receipt of plans. Within thirty (30) days from the date of completion of all construction activity (or as soon as possible thereafter weather conditions permitting), whether upon installation or later maintenance, repair and replacement, Tenant shall restore or cause to be restored to the reasonable satisfaction of Landlord, the Premises and other affected areas of the Property, including without limitation any and all landscaping, as nearly as may be, to the same condition or to a condition better than that which existed immediately prior to the commencement of such activities by Licensee.

6: Tenant's Installation

6.1 **Improvements.** Without obtaining Landlord consent, Tenant may from time to time replace Tenant's Facilities with new or like-kind items (similar in size and character with then-existing Tenant equipment) but no additional, items with the same or different specification ("Improvements") so long as their installation is otherwise in compliance with this Lease, applicable laws, ordinances and Codes. Tenant's installation of Improvements shall not interfere with Landlord's use of the Property. Tenant agrees to obtain Landlord's consent prior to making

any penetration of the walls of the Water Tower in connection with Tenant's installation of equipment on the Water Tower.

6.2 **Workmanlike Construction.** Tenant agrees that the installation and any subsequent Improvements shall be completed in a neat workmanlike condition and consistent with good engineering practices. All costs of the installation, including, but not limited to, the cost of bringing electrical service to Tenant's equipment by directional boring or by open trenching in the event any unforeseen conditions are encountered during the underground boring process, will be paid by the Tenant. Tenant agrees to work in good faith with the appropriate utility companies to install all utilities, where it is possible, underground within the easement areas designated in Exhibit B.

6.3 **Title to Various Items.** The Tenant shall at all times be the sole and exclusive owner of Tenant's Facilities. All of Tenant's Facilities shall remain Tenant's personal property and are not fixtures.

6.4 **Utilities.** Tenant shall pay for the electricity it consumes in its operations at a rate charged by the servicing utility company. Tenant shall have the right to draw electricity, by separate meter or by sub meter, and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Tenant's exclusive use only in the event of power loss at the Property and for periodic testing as necessary to ensure proper function of said generator). Landlord agrees to sign such documents or easements as may be reasonably required by said utility company to provide such service to the Premises, including the grant to Tenant or to the servicing utility company at no cost to the Tenant, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. The parties agree that the easements granted to Tenant at the full execution of this Lease are as depicted as listed in the survey attached to Exhibit B.

6.5 **Approvals.** Tenant's work shall be completed in accordance with all applicable building codes and will conform to all applicable governing codes, ordinances, and approved plans. Tenant undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction and compliance with all code requirements and regulations of governmental authorities having jurisdiction over the construction, including but not limited to compliance with acts effecting construction of public buildings and service areas used by public employees, and Tenant agrees to remedy or correct any deficiencies with such compliance. The constructions shall be processed pursuant to permit and conducted by authorized and licensed personnel and shall be performed in compliance with local and State requirements for construction activities upon public property. The construction work shall proceed without interference or disruption, or minimalization of same, to the current operations of the Landlord.

6.6 **Liens.** Tenant shall: (A) pay before delinquency all costs and expenses of work done or caused to be done by Tenant in the Premises; (B) keep the title to the Tenant's Facilities and every part thereof free and clear of any lien or encumbrance in respect of such work; and (C) indemnify and hold harmless Landlord against any claim, loss, cost, demand (including reasonable legal fees), whether in respect of liens or otherwise, arising out of the supply of material, services, or labor for such work. Tenant shall notify Landlord of any lien, claim of lien, or other action of which Tenant has or reasonably should have knowledge and which affects the title to the Tenant's Facilities or any part thereof, and shall cause the same to be removed within thirty (30) days (or such additional time as Landlord may consent to in writing), either by paying and discharging such lien or by posting a bond or such other security as may be reasonably

satisfactory to the Landlord. If Tenant shall fail to remove same within with said time period; Landlord may take such action as Landlord deems necessary to remove the same and the entire cost thereof shall be immediately due and payable by Tenant to Landlord.

7: Taxes

Tenant shall be solely responsible for and shall timely pay all taxes levied and assessed against its use of the Premises including real estate taxes levied and assessed against its leasehold estate. Tenant shall not be responsible for any real estate, special assessments or similar taxes relating to the Property except to the extent permitted by statute. Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which is wholly or partly responsible for payment. If Landlord receives notice of any personal property or real property tax assessment or bill against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient time to pay said tax assessment or to allow Tenant to consent to or challenge such assessment, whether in a court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant.

8: Tenant Indemnification

Tenant hereby agree to indemnify, defend and hold the Landlord harmless from and against any claim of liability or loss from personal injury or property damage in connection with the Property or resulting from or arising out of the use and occupancy of the Property by Tenant or its agents, excepting, however, such claims or damages as may be due to or caused by the negligent acts or omissions of the indemnified party or its agents. The Tenant shall have any obligation under this Paragraph 8 unless notified in writing of any such claim or loss within sixty (60) business days of receipt by the Landlord of notice of such claim or loss.

9: Insurance

9.1 **Requirements.** During the Term and Renewal Term of this Lease, Tenant shall carry and maintain commercial general liability insurance, naming the Landlord, its officers, agents, employees and volunteers as additional insured, insuring against liability for injury to persons or property occurring in or about the Property and Premises or arising out of the ownership, maintenance, use or occupancy thereof. Coverage under such policy shall be no less than two million ($2,000,000.00) per occurrence for personal injuries and no less than five-hundred thousand ($500,000.00) per occurrence for property damage or three million ($3,000,000.00) combined single limit coverage for bodily injury and property damage. In addition, Tenant shall carry and maintain workers' compensation insurance in the statutory amount throughout the term of this Lease. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage required by this Paragraph 9.1 within fifteen (15) days of the Commencement Date. Further, each certificate of insurance shall require no less than thirty (30) days written notice to each additional insured prior to cancellation (10 days notice shall apply to non-payment).

9.2 **Non-Waiver.** Under no circumstances shall the Landlord be deemed to have waived any of the insurance requirements of this Agreement by: (A) allowing any work to commence before receipt of certificates of insurance or additional insured endorsements; (B) by failing to review any certificates or documents received; or (C) by failing to advise the Tenant that any certificate of insurance fails to contain all of the required insurance provisions or is otherwise deficient in any manner. The Tenant agrees that the obligation to provide the insurance

required by these documents is solely Tenant's responsibility and that Tenant's obligations cannot be waived by any act or omission of the Landlord

10. Landlord's Representations

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:

10.1 **Authority**. Landlord is the owner of Property in fee simple. Landlord has full authority to execute, deliver and perform this Lease and there is no mortgage affecting this Property. Landlord asserts that it is the owner of the Water Tower.

10.2 **No Condemnation**. Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Property, or any part instead of condemnation.

10.3 **No Unrecorded Liens.** Landlord has not performed and has not caused to be performed any work on the Property during the six (6) months preceding the date of this Lease which could give rise to any mechanic's or material men's liens.

10.4 **Rights Upon Sale:** Should the Landlord, at any time during the term or any extension term of this Lease, decide to sell that portion of the Property containing the Premises to a purchaser other than Tenant, condemnation as stated in Paragraph 14 excluded, such sale shall be under and subject to this Lease and Tenant's rights hereunder, and any sale by the Landlord of the portion of the Property underlying the easement granted herein shall be under and subject to the right of the Tenant in and to such easement.

11: Easements

11.1 **Access.** For the Term and Renewal Terms of this Lease, Landlord grants to Tenant, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property described in Exhibit "B". Tenant and its authorized representatives shall have the right of ingress and egress to and from the Property and Premises twenty-four (24) hours a day, seven (7) days a week, subject to the terms and conditions provided herein, on foot or motor vehicle, including trucks across a twenty (20) foot wide non-exclusive access easement extending from the nearest public right-of-way to the demised Premises and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes under or along a separate eight (8) foot wide non-exclusive utility easement, to the demised Premises as shown on Exhibit B, subject to the Landlord's right to relocate the aforementioned access easement at Tenant's cost. In the event that Landlord requires relocation of said access, Landlord agrees that Tenant shall have the right of access to the Facility during the period of said relocation. Tenant agrees to work in good faith with the appropriate utility companies to install all utilities, where it is possible, underground within the easement areas designated in Exhibit B.

Notwithstanding the foregoing, Tenant shall have access to the Premises at no charge between the hours of 7:00 AM and 3:30 PM Monday through Friday ("Normal Working Hours") for the purpose of installing, repairing, replacing and maintaining the Facility (as defined herein) on said Water Tower. In the event of an emergency

regarding the operation of Tenant's Facility at the Premises that requires Tenant access to the Water Tower outside of Normal Working Hours Tenant shall have the right of access subject to payment of a fee to Landlord. If Tenant accesses the Tower outside of Landlord's Normal Working Hours or on a holiday recognized by Landlord, Tenant shall contact Landlord for access and agrees to reimburse Landlord for its actual contractual personnel incurred directly as a result of Tenant's outside of Normal Working Hours access to the Premises. The parties acknowledge that the minimum fee for such access shall be $75.00 per hour for access outside of Normal Working Hours when such access occurs on a non-holiday. The parties acknowledge that the minimum fee for such access shall be $100.00 per hour for access outside of Normal Working Hours when such access occurs on Landlord's designated holiday. Tenant agrees that there shall be a minimum charge equal to 2 hours for any such instance where access outside of Normal Working Hours is necessary.

It is agreed, however, that only authorized engineers, employees or properly authorized contractors of Tenant or persons under their direct supervision will be permitted to enter said Premises.

11.2 **Modifications.** If subsequent to the date of this Lease it is reasonably determined by Tenant that any access or utility easement obtained does not or no longer adequately serves the Premises and Tenant's use thereof, Landlord agrees to cooperate with Tenant to relocate such Easements where practical at Tenant's sole cost and expense. In the event the Landlord is unable to relocate any of the necessary Easements, then at Tenant's option this Lease may be terminated upon thirty (30) days' prior written notice to Landlord. Notwithstanding anything to the contrary contained herein, Tenant shall be required to restore the Location of the prior easement to its original condition, reasonable wear and tear excepted within 30 days.

12: Assignment

12.1 **By Tenant.** This Lease may be sold, assigned, subleased or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal; 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; or to any entity which acquires or receives an interest in the majority of communication towers of the Tenant in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Lease may not be sold, assigned, subleased or transferred without the written consent of the Landlord.

12.2 **By Landlord.** Landlord may assign this Lease upon written notice to Tenant, subject to the assignee assuming all of Landlord's obligations herein.

13: Defaults

13.1 **By Tenant.** In the event of default under this Lease by Tenant, Landlord shall be entitled to remedies as shall then be provided by law except that Landlord shall not be entitled to remove any personal property (including fixtures) on the Property; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to Tenant written notice of default to Tenant and the nature of the default and Tenant shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to

cure the default, acting with due diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Tenant fails to cure a default within the period stated above, in addition to any other remedies available to Landlord, the Landlord may then, but not before, elect to commence eviction proceedings.

13.2 **By Landlord.** If Landlord defaults in any of its obligation under this Lease, in addition to any remedies available at law or equity, Tenant may perform Landlord's obligation and may offset from the rent or any other amounts next payable Tenant's costs and expenses of doing so. Notwithstanding anything else in this Lease, Tenant may defer payment of rent including the first rent payment, during any period in which Landlord is in default in any of its obligations under this Lease; has failed to provide or execute or cause to be provided or executed (A) any document reasonably necessary for Tenant's use of the Property in the manner contemplated excluding a building permit when Tenant is not in compliance with the regulations for that permit, (B) any license, or (C) any document reasonably necessary to obtain any title insurance or there necessary or desirable insurance or consent. Notwithstanding the foregoing, in the event of a default under this Lease, Tenant shall give to Landlord written notice of the default specifying the nature of the default and Landlord shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after the receipt of the notice within which to cure the default. If Landlord fails to cure a default, in addition to any other remedies available to Tenant, the Tenant may elect to terminate this lease.

14: Condemnation

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

15: Casualty

In the event the Property is or Tenant's Facilities are destroyed or damaged in whole or in part by casualty during the Term or Renewal Terms of this Lease then, at Tenant's option (exercised by notice to Landlord), this Lease may be terminated as of the date of the event or at any time within ninety (90) days thereafter and no further rent shall be due under the termination section or any other section of this Lease. For the purposes of this section, casualty shall be defined as such damage as may reasonably be expected to disrupt LESSEE's operations at the Premises for more than ninety (90) days.

16: Quiet Enjoyment

Landlord covenants and agrees that upon payment by the Tenant of the rent under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the property, the right, and privileges granted for the term demised without hindrance or

interference by Landlord or any other person and Landlord shall perform all of its obligations under this Lease.

17: Termination

17.1 **By Tenant.** In addition to termination as a result of action or inaction pursuant to other parts of this Lease, Tenant may terminate this Lease: (A) at any time for any reason upon sixty (60) days written notice to Landlord and payment of six (6) month's rent, or (B) immediately, without payment of any rent not yet due following written notice to Landlord of either (i) Tenant's inability to secure necessary governmental approvals and/or Tenant has lost, been denied, or has had cancelled, withdrawn or terminated said approvals, or if Tenant fails to satisfy any necessary governmental authorization or radio engineering criteria to use the Property as contemplated in this Lease; or (ii) Tenant's having obtained a soil test which shows contamination to building conditions which in Tenant's judgment are unsuitable for Tenant's purposes; or (iii) Tenant is unable to occupy and utilize the Premises for the use stated in Paragraph 5.1 above due to an action of the FCC, including without limitation, a take-back of channels or change in frequencies; or (iv) Tenant determines that the Premises are not appropriate for its operations for technological reasons, including without limitation, signal interference.

17.2 **By Landlord.** Landlord may terminate this Lease following a determination by an applicable federal governing body (which collects data using appropriate instruments which are properly calibrated) that the power density levels emitted from Tenant's equipment located on the Property exceed guidelines established by the Federal Communications Commission ("FCC"), at points accessible to and intended for the general public and the inability of Tenant to bring its equipment into compliance with such standard within sixty (60) days after receipt of a written copy of Landlord's engineering findings; or, if Tenant abandons the leased Premises for a period of twelve (12) consecutive months.

Landlord may also terminate this Agreement at any time following the second Renewal Term and provided that Landlord provides not less than three hundred sixty-five (365) days notice to Tenant, if Landlord determines, in its sole discretion and for any reason to discontinue use of and to dismantle the water tower, provided, that Lessee at its option shall be permitted to continue its occupancy and use of the premises until not less than thirty days prior to the scheduled demolition date of the water tower, unless the Lessee's continued use of the premises would create a compelling health, safety or welfare issue. In the event that notice of termination is provided pursuant to this paragraph and it is conclusively determined by the parties that Lessee's continued use of the premises would create a compelling health, safety or welfare issue, then Lessor agrees that it shall permit Lessee to install a temporary installation (cellular on wheels facility or similar temporary installation as mutually agreed by the Parties) on the Property for a period of one year following the discontinued use and dismantling of the water tower.

Landlord may also terminate this Agreement if it determines at any time following the first Renewal Term after review by an independent third-party licensed structural engineering firm, that the water tower is structurally unsound due to the age of the structure, damage or destruction of all or part of the water tower from any source and or water tower, or compelling health, safety or welfare reasons, provided that there are no alternative solutions, but to require the removal of the antenna facilities. In the event that Landlord elects to terminate pursuant to this paragraph, it shall allow Tenant to install a temporary installation (cellular on wheels facility or similar temporary installation as mutually agreed by the Parties) on the Property for a period of one year following receipt of notice of termination from Landlord.

17.3 **Removal of Equipment.** Upon the expiration of this Lease, or its earlier termination or cancellation for any reason, Landlord may request Tenant, at its sole expense, to remove the Property all or any part of its antennae, antenna structures, transmitting and receiving equipment, transmitting lines, shelter, sidewalks and foundations below grade level, other personal property, fixtures and other improvements. Tenant shall be required to remove its access road unless Landlord then desires that it will remain, in which case Tenant shall not be required to remove any portion of the access road. Tenant shall have up to ninety (90) days after the effective date of the expiration, termination, cancellation to complete removal of all items. If Tenant requires any additional time after the ninety (90) day period, Tenant shall pay Landlord the then current monthly rent (or in the case of annual rent one-twelfth of the annual rental) in advance for each thirty (30) day period or portion thereof Tenant requires to complete the removal. All of Tenant's Facilities for which Landlord does not request removal shall become the personal property of the Landlord and shall be conveyed at the termination of the Lease by a duly-executed bill of sale.

18: Cooperation

Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request. At any time after the date of this Lease or the Commencement Date, either party shall execute or cause to be executed any documents, or take or cause to be taken any actions, reasonably necessary to carry out the intent of this Lease.

19: Lease Construction

This Lease shall be construed in accordance with the laws of the State of where the Property is located. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.

20: Entire Binding Understanding; No Oral Modification

All prior understandings and agreements between the parties are merged into this Lease and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

21: Successors; Separability

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns or subtenant of the parties and any grantee of Landlord, but only in accordance with the terms of paragraph 12.

22: Notices

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by

the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Landlord: United City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

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

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23: Performance

Time is of the essence in this lease.

24: Broadcast Interference

24.1 **Definition.** As used in this Lease "interference" with a broadcasting activity means;

(A) 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

(B) 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 Property or had any equipment on the Property.

24.2 **Interference.**

(A) Tenant shall operate Tenant Facilities in a manner that shall not cause physical, mechanical, radio frequency or signal interference to Landlord and other tenants or licensees of the Property, provided that their installation predates the execution of this Lease. All operations by Tenant shall be in compliance with all FCC requirements.

(B) Subsequent to the installation of the Tenant Facilities, Landlord shall not permit itself, its tenants or licensees to install new equipment on the Property if such equipment is likely to cause physical, mechanical, radio frequency or signal interference with Tenant's operations. Such interference shall be deemed a material breach by Landlord, for which there is no adequate remedy at law, allowing Tenant the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction. In the event interference occurs, Landlord

agrees to take all reasonable steps necessary to eliminate such interference in a reasonable time period. Landlord shall have the right to install equipment that is in compliance with all FCC standards and regulations.

(C) Intentionally omitted.

(D) Tenant's equipment must accept any interference caused by and may not cause any interference to the operation of any public safety equipment such as police, fire department and 911 dispatches.

25: Environmental Matters

25.1 **Definition.** For purposes of this Lease:

(A) "Applicable Environmental Laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, and so called "Super-fund" or "Super-lien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(B) "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in Applicable Environmental Laws.

25.2 **No Hazardous Material.** Neither the Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Property or any part thereof nor any part thereof has ever been used by the Landlord, or to the best knowledge of the Landlord, by any other person either as a permanent or temporary dump site or storage site for any Hazardous material.

25.3 **Tenant's Indemnity.** Tenant indemnifies the Landlord and agrees to hold the Landlord harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord, for with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of an Hazardous Material (including, without limitation, any losses, liabilities, damages , injuries, costs, expenses or claims asserted or arising under applicable Environmental Laws) caused by or in control of Tenant or its employees or agents. Tenant will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that will be in any way related to activity proposed to be conducted in, on, or in any way related to the Tenant improvements, unless such conditions or concerns were or are caused, in whole or in part, by the specific activities of Landlord.

25.4 **Landlord's Indemnity.** In all other cases, Landlord indemnifies the Tenant and agrees to hold the Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs expenses and claims of any and every kind whatsoever paid, incurred or suffered

by or asserted against Tenant for, with respect to, or as a direct result of, the presence on or under, or the escape seepage, leakage, spillage, discharge, emission, discharging or release from the Premises or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in control of Landlord.

25.5 **Survival.** The provisions of and undertakings and indemnification set out in this Section shall survive the termination of this Lease.

26: Waiver of Landlord's Lien

Landlord waives any lien rights it may have concerning the Tenant Facilities which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

27: Memorandum of Agreement

Landlord acknowledges that a Memorandum of Agreement will be recorded by Tenant in the official's records of the County where the Property is located. Landlord agrees to execute said Memorandum of Agreement upon request by Tenant.

28: Consent

In any case where approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably delay or withhold its approval or consent.

29: Tower Compliance

Landlord covenants that it will keep the Water Tower in good repair as required by all Laws (as defined in Paragraph 30 below). The Landlord shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. Upon written notification by the Tenant, if the Landlord fails to make such repairs within a reasonable time, the Tenant's sole remedy shall be to exercise its right to terminate the lease in accordance with the terms of paragraph 17 of this agreement.

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

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

Not later than fifteen (15) business days following the execution of this Agreement, Landlord shall supply to Tenant copies of all structural analysis reports that have done with respect to the Water Tower and throughout the Term, Landlord shall supply to Tenant copies of all structural analysis reports that are done with respect to the Water Tower promptly after the completion of the same.

Upon request of the Landlord on two occasions total during the Initial Term and any of the Renewal Terms, Tenant agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Landlord performing maintenance, repair or similar work at the Property or on the Water Tower provided:

a. The Temporary Relocation is similar to Tenant's existing location in size and is fully compatible for Tenant's use, in Tenant's reasonable determination; and shall be subject to City's prior approval, which approval shall not be unreasonably withheld;

b. Tenant agrees to pay all costs associated with the first relocation and pay one-half (1/2) of all costs associated with the second instance where Temporary Relocation and reinstallation of equipment on the Water Tower is necessary and required by Landlord. For all other subsequent requests for Temporary Relocation, Tenant approval to relocate shall be required and Landlord shall pay all costs incurred by Tenant for relocating Tenant's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the Tenant's use, in Tenant's reasonable determination;

c. Landlord gives Tenant at least ninety (90) days written notice prior to requiring Tenant to relocate;

d. Tenant's use at the Premises is not interrupted or diminished during the relocation and Tenant is allowed, if necessary, in Tenant's reasonable determination, to place a temporary installation on the Property during any such relocation; and

e Upon the completion of any maintenance, repair or similar work by Landlord, Tenant is permitted to return to its original location from the temporary location.

30: Applicable Laws

During the Term, Landlord shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Tenant shall, in respect to the condition of the Premises and at Tenant's sole cost and expense, comply with (a) all Laws relating solely to Tenant's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by Tenant in the Premises.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective signatures the day and year first written above:

LANDLORD

Name: Gary J. Golenski
Title: MAYOR
Date: 7-21-11

TENANT

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
By: Cellco Partnership, its General Partner

By: Beth Ann Drohan
Beth Ann Drohan
Area Vice President Network
Date: 7/18/11

Exhibit A

Description of Property

LEGAL DESCRIPTION

OUTLOT 3013 IN GRANDE RESERVE UNIT 8, BEING A SUBDIVISION OF PART OF SECTIONS 11 AND 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2004, AS DOCUMENT NUMBER 200400023009, ALL IN KENDALL COUNTY, ILLINOIS.

Exhibit B

Depiction of Premises

(see attached)

Williams & Works

LEGEND

GRANDE RESERVE COMMUNITY ASSOCIATION PARCEL NO. 02-11-490-001 ZONED R-2

PROPOSED LEASE SITE (20' x 30') SEE SHEET C-1

PROPOSED (9) LESSEE ANTENNAS MOUNTED ON PROPOSED POD MOUNT ASSEMBLY ON EXISTING 172'± HIGH WATER TOWER @ 179' A.G.L.

LATITUDE 41°19'26.34"N
LONGITUDE 88°33'53.32"W
GROUND ELEV. 663'±
EXISTING 172'± HIGH WATER TANK
TOP OF LIGHTPOLE 800 184'±
TOP OF LIGHTS 174'±

12" DRAIN PIPE

FIELD

3013

GRANDE RESERVE UNIT 8

UNITED CITY OF YORKVILLE PARCEL NO. 02-11-300-015 LAWN ZONED R-2

3016

6' HIGH CHAIN LINK FENCE NO BARB WIRE

R=290.00'

R=364.60'

R=172.36'

R=24.00'

BITUMINOUS

CONC. PAD

2 STORY BRICK & BLOCK BLDG.

ELEC. TRANS. #771141

BRICK POLE

CONCRETE WALK

BITUMINOUS

PROPOSED 8' UTILITY EASEMENT

PROPOSED 20' WIDE ACCESS EASEMENT

PROPOSED HANDHOLE BY LESSEE, INSTALLED IMMEDIATELY NORTH OF FENCE/PROPERTY LINE

FIBER TO HANDHOLE BY AT&T

GRANDE RESERVE COMMUNITY ASSOCIATION PARCEL NO. 02-11-490-001 ZONED R-2

LEHMAN CROSSING (8 NON-PUBLIC WAY)

GRANDE RESERVE COMMUNITY ASSOCIATION PARCEL NO. 02-11-490-001 ZONED R-2

NOTE:
WITHIN (30) DAYS OF COMPLETION OF ALL ANTENNAS AND EQUIPMENT OF ALL ANTENNA AND EQUIPMENT INSTALLATION, G.C. IS TO HAVE PROPERTY RESTORED TO PRE CONSTRUCTION OR BETTER CONDITION.

ACCESS NOTE TO CONTRACTORS:
ACCESS TO THE PREMISES SHALL BE BETWEEN THE HOURS OF 7:00 AM AND 3:30 PM MONDAY THROUGH FRIDAY ("NORMAL WORKING HOURS") FOR THE PURPOSE OF INSTALLING, REPAIRING, REPLACING AND MAINTAINING THE LEASED AREA AND EQUIPMENT ON THE WATER TOWER. IN THE EVENT OF AN EMERGENCY DURING CONSTRUCTION THAT REQUIRES ACCESS TO THE WATER TOWER OUTSIDE OF NORMAL WORKING HOURS, THE BUILDING PERMIT APPLICANT OR AUTHORIZED CONSTRUCTION MANAGER MUST CONTACT THE UNITED CITY OF YORKVILLE'S DIRECTOR OF PUBLIC WORKS AT 630-878-7102 FOR AUTHORIZATION OF ACCESS AND ENTRY SUBJECT TO PAYMENT OF A FEE. THE MINIMUM FEE FOR ACCESS IS $75.00 PER HOUR OUTSIDE OF NORMAL WORKING HOURS WHEN SUCH ACCESS OCCURS ON A NONHOLIDAY. THE MINIMUM FEE FOR ACCESS IS $100.00 PER HOUR OUTSIDE OF NORMAL WORKING HOURS ON A UNITED CITY OF YORKVILLE'S DESIGNATED HOLIDAY. THERE IS A MINIMUM 2 HOUR CHARGE FOR EMERGENCY ACCESS OUTSIDE OF NORMAL WORKING HOURS.

1 LOCATION PLAN
SCALE: 1" = 40'

CHICAGO SMSA limited partnership d/b/a VERIZON WIRELESS

TETRA COMMUNICATIONS, INC.
600 Busse Highway
Park Ridge, IL 60068
PH: 847/698-6400
FAX: 847/698-6401

REVISIONS	
9	12/21/00
8	12/14/00
7	11/29/00
6	11/13/00
5	10/30/00
4	10/23/00
3	10/16/00
2	10/11/00
1	10/10/00
0	10/09/00
DESCRIPTION	
ISSUED FOR REVIEW	
UPDATE IN FILED COMMENTS	
CHANGES PER INITIAL CITY COMMENTS	
ISSUED FOR FINAL	

LOC # 250600

WEST OSWEGO

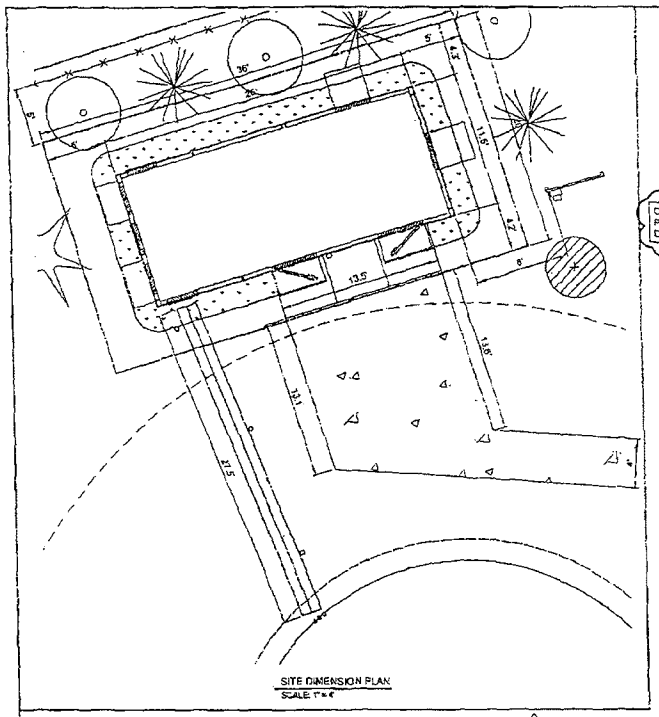
3090 LEHMAN CROSSING
YORKVILLE, IL 60560

DRAWN BY	JAB
CHECKED BY	DAI
DATE	12/21/00
PROJECT #	32-411

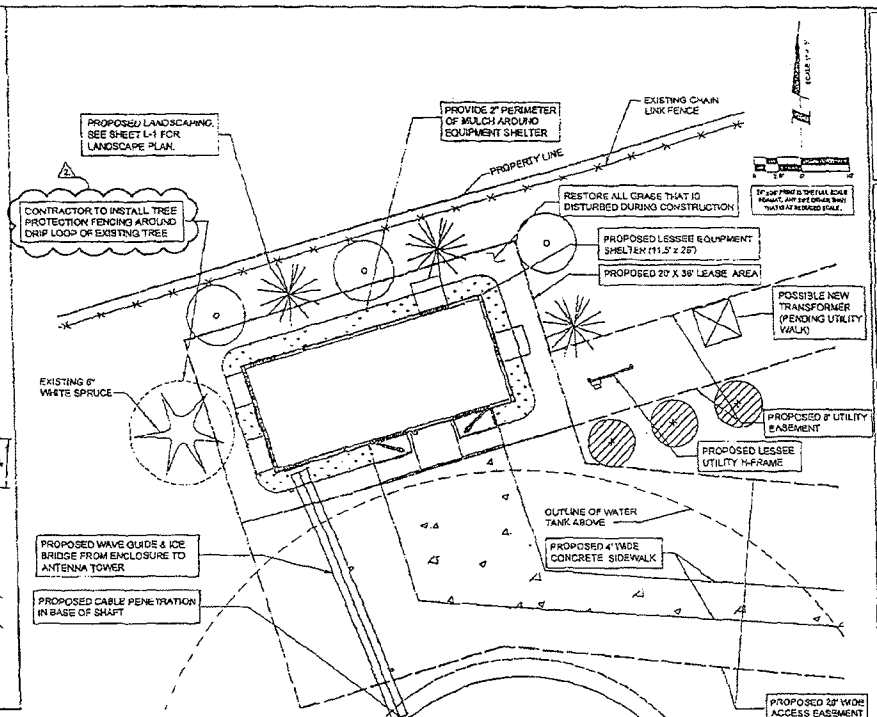
SHEET TITLE
LOCATION PLAN

SHEET NUMBER
LP

JULIE
ILLINOIS ONE CALL SYSTEM
CALL BEFORE YOU DIG



SITE DIMENSION PLAN
SCALE 1" = 4'



PAVEMENT MATERIAL

LEASE SITE

47 S.Y.
6" COMPACTED AGGREGATE BASE COURSE, WITH 3/4" CRUSHED AGGREGATE, NO FINES, OR APPROVED EQUAL. MIRAFI 500X SUBGRADE GEOTEXTILE FABRIC OR APPROVED EQUAL.

SIDEWALK

51 S.Y.
5" CLASS X PORTLAND CONCRETE CEMENT

THE CONTRACTOR SHALL INCLUDE AS PART OF THE BID, THE COST OF REMOVAL OF ANY SURFACE VEGETATION AND ORGANIC SOILS OR OTHER DELETERIOUS MATERIALS AND THE REPLACEMENT WITH ENGINEERED BACKFILL FOR THE AGGREGATE ACCESS DRIVE AND LEASE SITE, IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.

CONTRACTOR TO PROVIDE APPROXIMATE 50'x50' STAGING AREA AND TEMPORARY ROAD. CONTRACTOR SHALL COORDINATE WITH ANTENNA 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.

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 RECEIVING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS OFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY AND IN WRITING, AS TO THE NATURE OF THE OFFERING 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 OFFERING SUBSURFACE CONDITIONS.

BEFORE AND DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL AS NECESSARY IN THE FORM OF SILT FENCES FOR THIS SITE AND BALES 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.

Call Before You Dig
JULIE
ILLINOIS
Williams & Works

CHICAGO SMSA
limited partnership
d/b/a VERIZON WIRELESS

TERRA CONSULTING GROUP, LTD.
600 Busse Highway
Park Ridge, IL 60068
Phone: 847/696-5400
Fax: 847/696-5401

NO	DESCRIPTION	DATE
1	REVISED PER FIELD COMMENTS	5/5/11
2	UPDATED PER PARK DISTRICT COMMENTS	5/12/11

REVISIONS

LOC # 250600

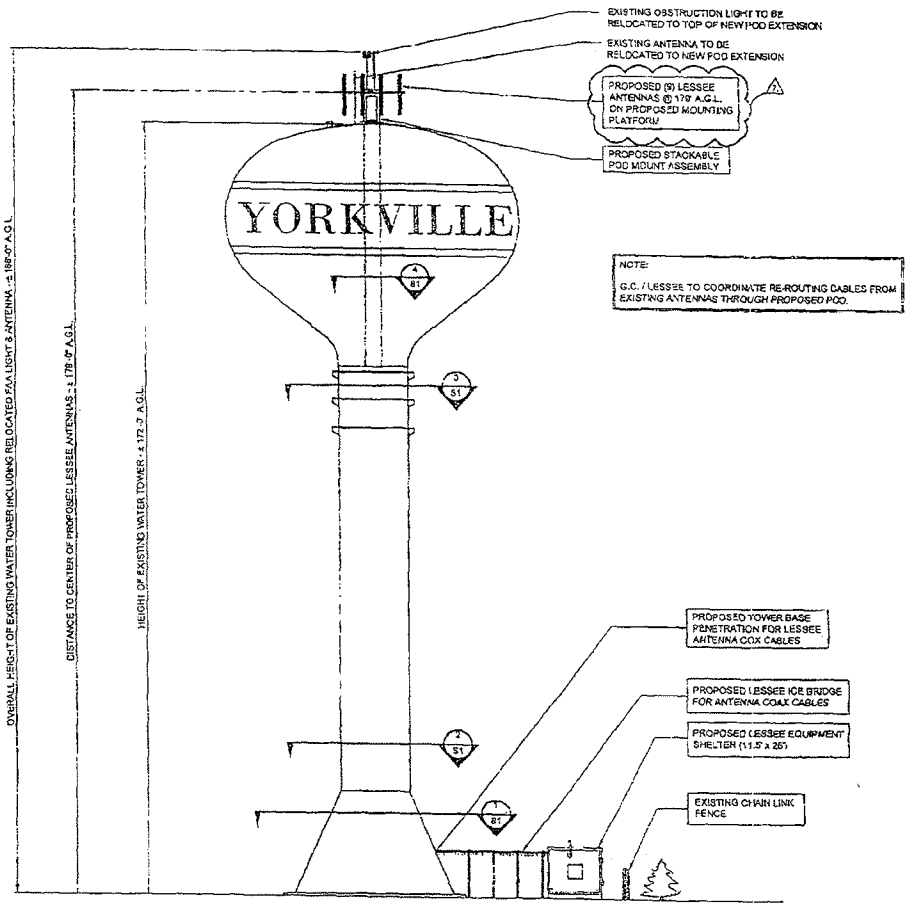
WEST OSWEGO

3009 LEHMAN CROSSING
YORKVILLE, IL 60560

DRAWN BY:	JMO
CHECKED BY:	DGI
DATE:	10/27/10
PROJECT #:	32411

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C-1



1 EAST ELEVATION
SCALE: 3/32" = 1'-0"

CHICAGO SMSA limited partnership
d/b/a VERIZON WIRELESS

TERRA CONSULTING GROUP, LTD.
100 Boston Highway
Bldg. 4, Suite 100
Chicago, IL 60068
Ph: 847/698-6400
Fax: 847/698-6401

REVISIONS		
NO.	DESCRIPTION	DATE
1	STRUCT. REVIEW	2/2/11
2	UPDATED TO CO COMMENTS	6/4/11
3	UPDATED PER ASSIGNED COMMENTS	8/15/11

LOC # 250600

WEST OSWEGO

3009 LEHMAN CROSSING
YORKVILLE, IL 60560

DRAWN BY:	JKS
CHECKED BY:	DM
DATE:	12/28/10
PROJECT #	10-414

SHEET TITLE
SITE ELEVATION

SHEET NUMBER
ANT-1

SURVEYOR'S NOTE

THE PARENT PARCEL BOUNDARY OF THIS DRAWING IS ILLUSTRATED FROM RECORD INFORMATION AND IS APPROXIMATE.

THE TOPOGRAPHICAL SURVEY FOR THIS MAP WAS PERFORMED ON NOVEMBER 22, 2010.

NOT TO BE USED AS CONSTRUCTION DRAWINGS.

ELEVATION DATUM

ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM.

CONTOURS ARE ILLUSTRATED AT 1.0' INTERVALS.

BM(1) ELEV. 651.94
"□" CUT WESTSIDE CONCRETE BASE TO WATER TOWER, SOUTHSIDE DISCHARGE PIPE

FLOOD PLAIN INFORMATION

WE HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE MAP AS PREPARED FOR KENDALL COUNTY, ILLINOIS AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 170347 0030 G DATED FEBRUARY 4, 2009, AND FIND THAT THE PROJECT SITE IS ZONED X (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.

ZONING DATA

THIS SITE IS ZONED:
R-2 ONE FAMILY RESIDENCE DISTRICT
SETBACKS:
FRONT: 30'
REAR: NOT LESS THAN 40'
SIDE: NOT LESS THAN 10' OR 10%, WHICHEVER IS GREATER, EXCEPT WHERE A SIDE YARD ADJOINS A STREET, THE MINIMUM WIDTH SHALL BE INCREASED TO 30'

BASIS OF BEARINGS

LATITUDE AND LONGITUDE OF SITE REFERENCE POINT ARE BASED ON THE HARN (HIGH ACCURACY NETWORK) NAD83 (CORS 96)

BEARINGS ARE BASED ON TRUE NORTH AS DETERMINED BY HARN (HIGH ACCURACY REFERENCE NETWORK) NAD83 (CORS 96)

PROPRIETOR

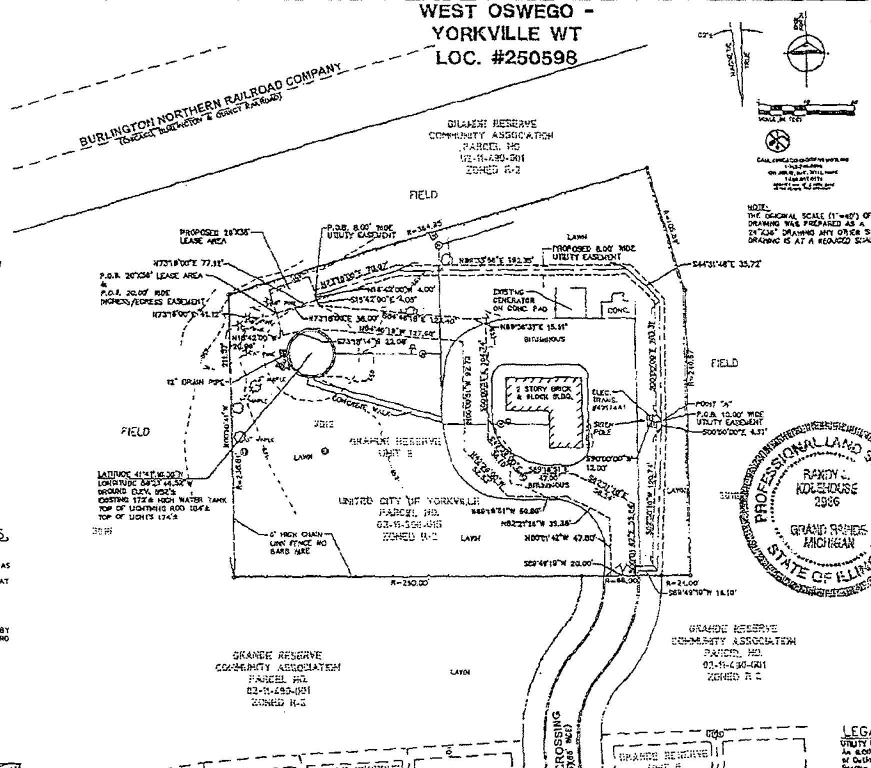
UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, IL 60560

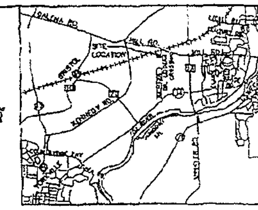
EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

THE TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY AS ORDER NO. 1401 008005672 D1, DATED SEPTEMBER 30, 2010, LISTS THE FOLLOWING EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS THAT ARE MATTERS OF SURVEY, AFFECTING THE PARENT PARCEL UNDER "SCHEDULE B"

20. TYPICAL EASEMENT DETAIL SET FORTH ON THE PLAT OF GRANDE RESERVE UNIT 8, AFORESAID, AS FOLLOWS:
NOTE: A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY GRANTED ALONG ALL FRONT AND REAR LOT LINES AND ALL SIDE YARD EASEMENTS SHALL BE 5 FEET, UNLESS SHOWN AND DIMENSIONED HEREON AS OTHERWISE. (DOES NOT AFFECT THE PROJECT SITE.)

WEST OSWEGO - YORKVILLE WT LOC. #250598

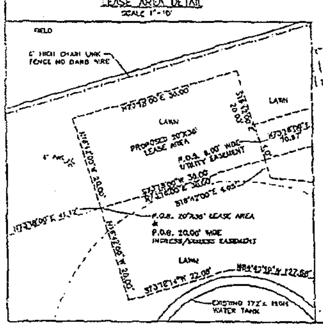




VICINITY MAP
N.T.S.

NOTE:
THE ORIGINAL SCALE (1"=40') OF THIS DRAWING WAS PREPARED AS A 24"X36" DRAWING ANY OTHER SIZE DRAWING IS AT A REDUCED SCALE.

LEGEND



LEASE AREA DETAIL
SCALE 1"=10'

LEGAL DESCRIPTION

PARENT PARCEL

Outlot 3013 in Grande Reserve Unit 8, being a subdivision of part of Sections 11 and 14, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded August 17, 2004, as document number 200400023008, all in Kendall County, Illinois.

LEGAL DESCRIPTION

LEASE AREA

All that part of Outlot 3013, Grande Reserve Unit 8, being a subdivision of part of Section 11 and 14, Township 37 North, Range 7 East of the Third Principal Meridian, United City of Yorkville, Kendall County, Illinois, as recorded in document number 200400023008, Kendall County Recorder, described as: Commencing at a found iron at the southwest corner of said Outlot 3013; thence North 00°10'41" West 211.57 feet along the west line of said Outlot; thence North 73°18'00" East 41.12 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 16°42'00" West 20.00 feet; thence North 73°18'00" East 36.00 feet; thence South 16°42'00" East 20.00 feet; thence South 73°18'00" West 36.00 feet to the place of beginning of this description.

LEGAL DESCRIPTION

INGRESS/EGRESS EASEMENT

A 20.00 foot wide easement for ingress and egress in that part of Outlot 3013, Grande Reserve Unit 8, being a subdivision of part of Section 11 and 14, Township 37 North, Range 7 East of the Third Principal Meridian, United City of Yorkville, Kendall County, Illinois, as recorded in document number 200400023008, Kendall County Recorder, described as: Commencing at a found iron at the southwest corner of said Outlot 3013; thence North 00°10'41" West 211.57 feet along the west line of said Outlot; thence North 73°18'00" East 41.12 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 73°18'00" East 38.00 feet; thence South 16°42'00" East 4.05 feet; thence South 84°46'18" East 123.40 feet; thence North 89°58'31" East 15.51 feet; thence South 00°00'51" East 104.74 feet; thence South 42°26'00" East 38.10 feet; thence South 89°18'51" East 12.00 feet; thence South 62°21'26" East 56.24 feet; thence South 00°01'42" East 39.64 feet to the northerly right of way line of Lehman Crossing (66' wide); thence South 89°49'19" West 20.00 feet along said northerly right of way line; thence North 00°01'42" West 47.60 feet; thence North 62°21'26" West 39.35 feet; thence North 89°18'51" West 50.88 feet; thence North 42°26'00" West 52.53 feet; thence North 00°00'51" West 92.73 feet; thence North 84°46'15" West 127.68 feet; thence South 73°18'14" West 22.06 feet; thence North 16°42'00" West 20.00 feet to the place of beginning of this description.

LEGAL DESCRIPTION

UTILITY EASEMENT

An 8.00 feet wide and 10.00 feet wide easement for utilities in that part of Outlot 3013, Grande Reserve Unit 8, being a subdivision of part of Section 11 and 14, Township 37 North, Range 7 East of the Third Principal Meridian, United City of Yorkville, Kendall County, Illinois, as recorded in document number 200400023008, Kendall County Recorder, the centerline of which is described as: Commencing at a found iron at the southwest corner of said Outlot 3013; thence North 00°10'41" West 211.57 feet along the west line of said Outlot; thence North 73°18'00" East 77.12 feet; thence North 16°42'00" West 4.00 feet TO THE PLACE OF BEGINNING OF AN 8.00 FOOT WIDE CENTERLINE DESCRIPTION; thence North 73°18'00" East 70.07 feet; thence North 80°33'54" East 192.35 feet; thence South 44°31'48" East 35.72 feet; thence South 00°00'00" East 103.31 feet to point "A"; thence South 00°00'00" West 4.81 feet; thence South 02°30'10" West 130.74 feet; thence South 89°49'19" West 18.18 feet to the place of ending of this centerline description; thence recommencing at the aforedescribed point "A" FOR THE PLACE OF BEGINNING OF A 10.00 FOOT WIDE CENTERLINE DESCRIPTION; thence South 90°00'00" West 12.00 feet to the place of ending of this centerline description.

I, Randy J. Kolehouse, do hereby certify that the drawing shown hereon is a correct representation of a survey performed at and under my direction.

All dimensions shown are in feet and decimal parts thereof.

Given under my hand and seal this 25th day of May, 2011.

Illinois Registered Land Surveyor No. 2986
Expires November 30, 2012

Note: This certification only applies to improvements within the lease site and easements as monumented above hereon.

PROFESSIONAL LAND SURVEYOR RANDY J. KOLEHOUSE 2986 GRAND RAPIDS MICHIGAN STATE OF ILLINOIS

CHICAGO SMSA
limited partnership
d/b/a VERIZON WIRELESS

WEST OSWEGO - YORKVILLE WT
LOC. #250598

Survey Prepared for:
TERRA

REVISIONS

NO.	DESCRIPTION	DATE
	ADDED UPDATED DATE	

Williams & Works

NW	NE
SW	
11-37-7	

DATE: 11/30/10	DWG. BY: W.B.K.
SCALE: 1"=40'	SURVEYED: D.S.
UPDATE:	CHKD. BY: R.J.K.
PROJECT NO.:	

SITE NAME
WEST OSWEGO - YORKVILLE WT

LOCATION NUMBER
LOC. #250598

SITE ADDRESS
3098 LEHMAN CROSSING
YORKVILLE, ILLINOIS
60560

SHEET TITLE
PS-1

Prepared by and upon recording
Please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2450
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: West Oswego)

0311081254
DEBBIE SHELTON
KENDALL COUNTY, IL
RECORDED: 6/3/2011 11:38 AM
REC: 43.00 RHSPS FEE: 10.00
PAGES: 4

MEMORANDUM OF LEASE
Assessor's Parcel Number: 02-11-300-105

Between the United City of Yorkville ("Landlord") and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless ("Tenant")

A Site Lease (the "Lease") by and between United City of Yorkville, a municipal corporation ("Landlord") and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for three (3) additional and successive five-year terms.

Tenant has a leasehold interest in the areas depicted and described in Exhibit B.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD:

United City of Yorkville, an Illinois municipal corporation

By: Gary J. Golinski
Printed Name: GARY J. Golinski
Title: MAYOR
Date: 7-21-11

TENANT:

Chicago SMSA Limited Partnership, d/b/a Verizon Wireless
By: Cellco Partnership, its General Partner

By: Beth Ann Drohan
Beth Ann Drohan
Its: Area Vice President Network
Date: 7/18/11

Exhibit "A"

Description of Property

LEGAL DESCRIPTION

OUTLOT 3013 IN GRANDE RESERVE UNIT 8, BEING A SUBDIVISION OF PART OF SECTIONS 11 AND 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2004, AS DOCUMENT NUMBER 200400023009, ALL IN KENDALL COUNTY, ILLINOIS.

Exhibit "B"

Portion of Property leased to Tenant

(see attached survey)

SURVEYOR'S NOTE

THE PARENT PARCEL BOUNDARY OF THIS DRAWING IS ILLUSTRATED FROM RECORD INFORMATION AND IS APPROXIMATE.

THE TOPOGRAPHICAL SURVEY FOR THIS MAP WAS PERFORMED ON NOVEMBER 30, 2010.

NOT TO BE USED AS CONSTRUCTION DRAWINGS.

ELEVATION DATUM

ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM.

CONTOURS ARE ILLUSTRATED AT 1.0' INTERVALS.

BM#1) ELEV. 651.94
"+" CUT WESTSIDE CONCRETE BASE TO WATER TOWER, SOUTHSIDE DISCHARGE PIPE

FLOOD PLAIN INFORMATION

WE HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE MAP AS PREPARED FOR KENDALL COUNTY, ILLINOIS AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 170347 0035 G DATED FEBRUARY 4, 2009, AND FIND THAT THE PROJECT SITE IS ZONED X (UNSHADED). AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.

ZONING DATA

THIS SITE IS ZONED:
R-2 ONE FAMILY RESIDENCE DISTRICT
SETBACKS:
FRONT: 30'
REAR: NOT LESS THAN 40'
SIDE: NOT LESS THAN 10' OR 10% WHICHEVER IS GREATER, EXCEPT WHERE A SIDE YARD ADJOINS A STREET, THE MINIMUM WIDTH SHALL BE INCREASED TO 30'

BASIS OF BEARINGS

LATITUDE AND LONGITUDE OF SITE REFERENCE POINT ARE BASED ON THE HARN (HIGH ACCURACY NETWORK) NAD83 (CORS 96)

BEARINGS ARE BASED ON TRUE NORTH AS DETERMINED BY HARN (HIGH ACCURACY REFERENCE NETWORK) NAD83 (CORS 96)

PROPRIETOR

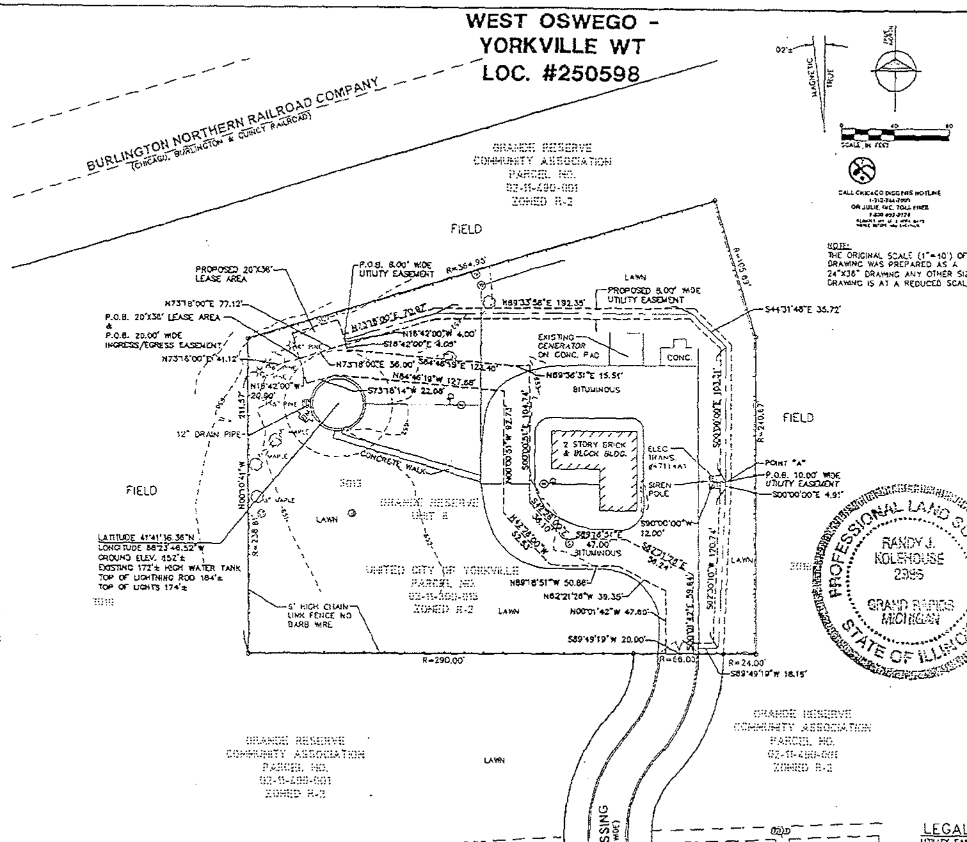
UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, IL 60560

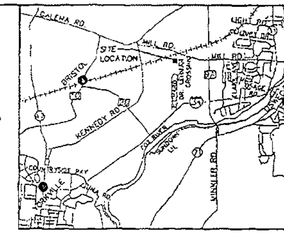
EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

THE TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY AS ORDER NO. 1401 880009572 C1, DATED SEPTEMBER 30, 2010, LISTS THE FOLLOWING EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS, THAT ARE MATTERS OF SURVEY, AFFECTING THE PARENT PARCEL UNDER "SCHEDULE B":

26. TYPICAL EASEMENT DETAIL SET FORTH ON THE PLAT OF GRANDE RESERVE UNIT 8, AFORESAID, AS FOLLOWS:
NOTE: A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY GRANTED ALONG ALL FRONT AND REAR LOT LINES AND ALL SIDE YARD EASEMENTS SHALL BE 5 FEET, UNLESS SHOWN AND DIMENSIONED HEREON AS OTHERWISE. (DOES NOT AFFECT THE PROJECT SITE.)

WEST OSWEGO - YORKVILLE WT LOC. #250598





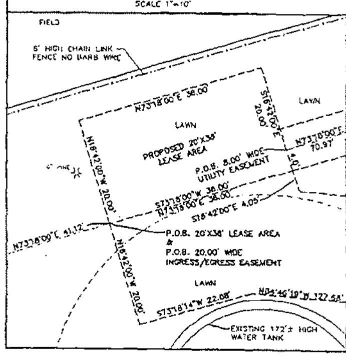
VICINITY MAP
N.T.S.

LEGEND

- TRAVERSE POINT
- WELL
- HIGHWAY
- MONUMENT
- MONUMENT BOX
- RIGHT OF WAY MARKER
- SET WOODSTAKE
- FOUT
- PK NAIL
- FOUND IRON STAKE
- SET IRON STAKE
- SIGN
- RR SIGN
- GUY POLE
- GUY ANCHOR
- UTILITY POLE
- LIGHT POLE
- ORNAMENTAL LIGHT POLE
- POST
- U.G. UTILITY MARKER
- SOIL BORING
- MAILBOX
- SATELLITE DISH
- HAND HOLE
- AC UNIT
- U.G. UTILITY MARKER
- FIRE HYDRANT
- POST INDICATOR VALVE
- WATER VALVE
- GAS VALVE
- UST FILL PORT
- GAS PUMP
- GAS METER
- WATER METER
- TELEPHONE RISER
- ELECTRIC METER
- CABLE TV RISER
- CATCH BASIN
- ROUND CATCH BASIN
- UTILITY MANHOLE
- STORM MANHOLE
- SANITARY MANHOLE
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- WATER MANHOLE
- HANDICAP PARKING SPACE
- SHRUB
- TREE
- PINE TREE
- EXISTING CONTOURS
- TELEPHONE UTILITY LINE
- ELECTRIC UTILITY LINE
- WATER UTILITY LINE
- GAS UTILITY LINE
- STEAM UTILITY LINE
- STORM UTILITY LINE
- SANITARY UTILITY LINE
- FIBER OPTIC UTILITY LINE
- OVERHEAD UTILITY LINE
- FENCE LINE
- GUARD RAIL

PROFESSIONAL LAND SURVEYOR
RANDY J. KOLEHOUSE
2395
GRAND RAPIDS MICHIGAN
STATE OF ILLINOIS

LEASE AREA DETAIL
SCALE 1"=10'



LEGAL DESCRIPTION

PARENT PARCEL

Outlot 3013 in Grande Reserve Unit 8, being a subdivision of part of Sections 11 and 14, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded August 17, 2004, as document number 200400023009, all in Kendall County, Illinois.

LEGAL DESCRIPTION

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I, Randy J. Kolehouse, do hereby certify that the drawing shown hereon is a correct representation of a survey performed at and under my direction.

All dimensions shown are in feet and decimal parts thereof.

Given under my hand and seal this 26th day of May, 2011.

Illinois Registered Land Surveyor No. 2986
Expires November 30, 2012

Note: This certification only applies to improvements within the lease site and easements as monumented shown hereon.

CHICAGO SMSA
limited partnership
d/b/a VERIZON WIRELESS

WEST OSWEGO - YORKVILLE WT LOC. #250598

Survey Prepared for:
TERRA
Project Manager: Tom Zimmerman

REVISIONS		
NO.	DESCRIPTION	DATE
1	ADDED UPDATED TITLE COMMITMENT	05/26/11

Williams & Works

NW	NE
SW	SE

11-37-7

DATE: 11/30/10	DWG. BY: WILW.
SCALE: 1"=40'	SURVEYED: D.S.
UPDATE: W&W052611	CHKD. BY: R.J.K.
PROJECT NO: 204177.132	

SITE NAME
WEST OSWEGO - YORKVILLE WT

LOCATION NUMBER
LOC. #250598

SITE ADDRESS
3089 LEHMAN CROSSING
YORKVILLE, ILLINOIS
60560

SHEET TITLE
PS-1