



ORLAND PARK

Letter of Transmittal

Date: October 22, 2018

To: Sylvia Carlton
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606
P: 312.660.2203 | F: 312.660.9612

From: Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462
P: 708-403-6173 | F: 708-403-9212
E: ddomalewski@orlandpark.org

Dear Ms. Carlton,

Enclosed is one (1) fully executed copy of the Tower Lease Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless, for the tower at 15501 Park Station Blvd, Orland Park, IL 60462 (aka Tower 8). Also enclosed are the Memorandum of Lease, W-9 and EFT for the Village. Please return a copy of the recorded memorandum for our files.

You may contact me at the above number or email with any questions or concerns.

Regards,

Denise Domalewski

2018-0709
10/15/18

TOWER LEASE

THIS TOWER LEASE ("Lease") is by and between The Village of Orland Park, an Illinois home rule municipal corporation ("Landlord") and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, an Illinois limited partnership ("Tenant"). Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. Lease of Premises and Use

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord hereby leases to Tenant a portion of the real property described in the attached Exhibit A (the "Property"), together with the right to use the tower located thereon ("Tower") on the terms and conditions set forth herein. Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as hereinafter defined) from all applicable government and/or regulatory entities.

Subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Tower and Property, together with easements for access and utilities, generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 15501 Park Station Blvd., Orland Park, Illinois 60462 (Tower 8), comprises approximately 740 square feet. Tenant's location on the Tower shall be at 116 feet above ground level, extending upward no more than ninety-six inches (96").

Landlord acknowledges that Tenant's use of the Premises is contingent upon Tenant entering into a Fiber Optic License Agreement with the Commuter Rail Division of the Regional Transportation Authority ("Metra") for the right of ingress and egress to the Property from the nearest public right-of-way, and for the right to install and maintain utility wires, poles, cables, conduits, and fiber optic cables from the nearest public right-of-way to the Property (the "Access/Utility Agreement"). The Parties understand and agree that in the event that Tenant fails to enter into the Access/Utility Agreement within six (6) months of the Effective Date of this lease, or if the Access/Utility Agreement is terminated or expires, this Lease shall also terminate.

2. Term. This Agreement shall be effective as of the date of full execution hereof (the "Effective Date"). The Initial Term of the Lease shall be five (5) years commencing on the

Commencement Date (as hereinafter defined). The "Commencement Date" shall be the earlier of: the first day of the month after Tenant commences installation of Tenant's facilities on the Premises, or the first day of the month following the first anniversary of the Effective Date.

3. Permitted Use. The Premises may be used by Tenant only for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including but not limited to antennas, microwave dishes, equipment shelters and/or cabinets, and related activities.

4. Compensation. Compensation to the Village of Orland Park for the use of the Premises shall follow the rent schedule below. Compensation is determined based on calendar year and there is a three (3%) percent escalation each year over the prior year. Compensation payments shall be payable in advance beginning on the Commencement Date, prorated for the remainder of the quarter in which the Commencement Date falls, and thereafter Compensation will be payable quarterly in advance by the fifth day of the quarter start date (January 5, April 5, July 5 and October 5) to the Village of Orland Park at Landlord's address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a quarter, Compensation shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Compensation shall be immediately refunded to Tenant.

Fee Schedule:

<u>Year</u>	<u>Amount</u>
2018	\$11,400.93 per quarter
2019	\$11,742.96 per quarter
2020	\$12,095.25 per quarter
2021	\$12,458.10 per quarter
2022	\$12,831.85 per quarter
2023	\$13,216.80 per quarter
2024	\$13,613.31 per quarter
2025	\$14,021.71 per quarter
2026	\$14,442.36 per quarter
2027	\$14,875.63 per quarter
2028	\$15,321.90 per quarter
2029	\$15,781.55 per quarter

2030	\$16,255.00	per quarter
2031	\$16,742.65	per quarter
2032	\$17,244.93	per quarter
2033	\$17,762.28	per quarter
2034	\$18,295.15	per quarter

3% escalation each year thereafter

5. Renewal. This Lease shall automatically be extended for two (2) additional five (5) year terms (each, a "Renewal Term") unless Tenant terminates it at the end of the then current term by giving Landlord written notice of the intent to terminate at least three (3) months prior to the end of the then current term. Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Compensation for each year of a Renewal Term shall be at the rate as set in the schedule above (3% escalation over the previous calendar year). Prior to the expiration of the final Renewal Term, Landlord agrees to enter into good faith negotiations with Tenant to extend the Lease. The Initial Term and all Renewal Terms, if any, shall be collectively referred to herein as the "Term."

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Premises by Landlord, or lessees or licensees of Landlord with rights in the Premises prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Tenant's radio communication activities on the Premises shall not in any way interfere with Landlord's public services and public safety radio transmissions and communications, or the transmissions and communications of the Orland Park Fire Protection District. Similarly, except for necessary (in Landlord's sole discretion) repairs, maintenance and improvements to be performed by Landlord, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference by either party shall be deemed a material breach by the interfering party, who shall, upon telephonic notice from the other, be responsible for terminating said interference. In the event any such interference does not cease within 48 hours following notice to the interfering party via telephone to Tenant's Network Operations Center at (800) 852-2671/(800) 621-2622 or to Landlord at (708) 403-6350, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to

bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice. Any of Landlord's equipment located at the top of the Tower, temporarily moved by Tenant during installation of Tenant's equipment, must be re-installed immediately by Tenant above Tenant's equipment.

7. Improvements; Utilities; Access.

(a) Upon prior review and written approval of Landlord,

- (i) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines (collectively the "Antenna Facilities"). Tenant shall have the right to replace or enhance the Antenna Facilities at any time during the Term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon termination of this Lease.**
- (ii) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence, provided all Village of Orland Park Codes are complied with and the Landlord has given prior approval, which will not be unreasonably withheld, delayed or conditioned.**
- (iii) Any contractors performing work for Tenant on the Premises shall be licensed and bonded and shall apply for and obtain all required building permits.**

(b) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the Term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this

Lease, Tenant shall at its sole cost (i) remove all of the Antenna Facilities from the Premises within sixty (60) days of termination/expiration date, during which time Tenant shall remain liable for the compensation to Landlord as provided in Paragraph 4 hereof, and (ii) restore the Premises to its original condition, reasonable wear and tear excepted. In the event Tenant does not remove its equipment and improvements within such sixty (60) day time period, this Lease shall continue on the same terms and conditions, except such tenancy shall be deemed a month-to-month tenancy and Tenant shall pay Compensation to Landlord by the fifth day of each month in the amount equal to two hundred percent (200%) of the then current monthly Compensation rate.

(c) Tenant shall have the right to install utilities, at such location(s) approved in advance by Landlord, at Tenant's expense, and to improve the present utilities on the Property. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. All invoices for power consumption shall be sent by Landlord to Tenant at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, and shall be provided to Tenant within ninety (90) days following the conclusion of each calendar year (otherwise, Landlord waives the right to collect applicable electrical charges). Landlord shall diligently correct any variation, interruption or failure of Landlord's municipal utility service.

(d) Landlord shall grant Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease or any Renewal Term (collectively, "Easement"). Any Easement provided hereunder shall have the same term as this Lease. The easements granted in this section shall be limited to those easements described and depicted in the attached Exhibit B.

(e) Tenant shall have access to the Premises during the Initial Term of this Lease and any Renewal Term in accordance with Title 4, Chapter 8, Section 4-8-7-3 of the Orland Park Village Code as amended by Ordinance No. 4851. Any person representing Tenant seeking access to the Premises must (i) pass a background check conducted by the Village of Orland Park Police Department; (ii) be accompanied by a designated employee of the Landlord's Public Work's

Department; and (iii) request access from the Public Work's Department. Non-emergency access shall only be granted between the hours of 8:00 a.m. and 5:00 p.m. Monday – Friday. If emergency access is required at any other time, such access must be arranged with the Landlord's Police Department by contacting the Village of Orland Park Police non-emergency number (708) 349-4111 with as much advance notice as possible. Tenant agrees to reimburse Landlord for the cost incurred in performing the background check and in furnishing the Landlord's employee to accompany Tenant based upon said employee's hourly rate of pay.

(f) Tenant shall provide 24 hours a day, 7 days a week contact information in the event of any need by the Landlord to communicate with Tenant regarding the Premises. A placard containing contact information must be placed in a prominent place on the Premises. The phone number of the responsible Tenant employee/officer is (800) 852-2671/ (800) 621-2622.

(g) In addition, Tenant shall comply with the following requirements:

- (i.) Screening Requirement. A portion of the ground equipment shall be screened with an 8' tall solid opaque neutral colored vinyl fence of quality material to screen the proposed ground equipment. The ground equipment enclosure shall be further screened by the placement of 14 trees (of an evergreen species within the Spruce family) outside of the existing chain link fence. The Tenant shall be responsible for landscaping maintenance.
- (ii.) Tree Mitigation Bank. Where screening by native landscaping cannot be accommodated, the Tenant shall pay TWO THOUSAND FIVE HUNDRED AND NO/100 (\$2,500.00) DOLLARS to the Landlord's Tree Mitigation Bank in lieu of the required landscaping. The funds shall be used by the Landlord to plant or maintain trees in Landlord's parkways, parks, open lands, and other public lands and facilities in the same impact fee districts established by the Landlord as the Premises. Notwithstanding the foregoing, the Parties agree and acknowledge that pursuant to Section 7(g)(i) of this Lease and as depicted on Exhibit B attached hereto, screening by native landscaping shall be accommodated by Tenant for its initial installation;
- (iii.) Ground Equipment Shelter. In the event Tenant uses an equipment shelter or building to house its ground equipment, special use permits which may be issued by the Landlord for ground equipment shelters or buildings shall

require a masonry building designed similar to existing Landlord-owned utility substations or pump housing facilities. The shelter shall be screened by native landscaping;

- (iv.) Multi-Tenancy. The Tenant must provide an assessment for multiple tenants or co-locations and determine if other carriers or providers can fit/co-locate on the Premises following their installation in accordance with Section 6-311 of the Landlord's Land Development Code. If more co-locations can fit, Tenant must build the ground equipment enclosure or shelter to accommodate at least one future additional tenant;
- (v.) Maintenance Fee and Site Access. The Tenant must pay one-time site maintenance or impact fee of TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS ("One-Time Fee") for impacts to utilities, roads, towers, screening and other infrastructure and services on public property. The One-Time Fee shall be added to the fee associated with obtaining a building permit. Site access to masonry shelters or ground equipment enclosure shall be controlled by the Landlord's Department having jurisdiction (Building Maintenance or Public Works). No new road access to the Premises shall be allowed. In addition, any new paths or sidewalks for Premises access shall be subject to the Landlord's Department having jurisdiction (Building Maintenance or Public Works);
- (vi.) Cable Installation. The installation by Tenant of underground coaxial and other cables must be at least five (5') from water mains, sanitary sewers or storm sewer lines onsite;
- (vii.) Structure Locations. The parties acknowledge that the proposed location of Tenant's cabinet equipment is not sited in areas needed for overflow management (water tower "overflow fields" and overflow valves) or site maintenance, and is appropriately sited outside of the water tower drip line but near acceptable base penetration areas, which are areas along the base perimeter that are clear of internal existing water tower infrastructure;
- (viii.) Safety. Landlord's Public Works Department has determined that Tenant's proposed wireless communication cable conditions in the Tower are safe for crews and maintain a comfortable access-way to the bulb and top of the water tower. Cable lines that impede safe crew access shall not be permitted at any time during the term of this Lease.

(ix.) Maintenance by Landlord. Tenant understands and agrees that Landlord shall be permitted to perform maintenance on the Property and/or the Premises during the Term of this Lease. If maintenance is likely to cause interruption to the operation of Tenant's equipment, Landlord will give Tenant one hundred twenty (120) days prior written notice of the planned maintenance, and Tenant shall make necessary adjustments including removal of Tenant's Antenna Facilities from the Premises on a temporary basis. Landlord agrees that, to the extent feasible, Tenant shall have the right to utilize a mobile facility that does not interfere with the maintenance process and complies with all Village ordinances.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, (except that Tenant shall remain liable to Landlord for Tenant's obligations under Sections 4, 5, 6, 9, 10, 11 and 16) as follows:

(a) upon thirty (30) days written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that thirty (30)-day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30)-day period;

(c) immediately if Tenant notifies Landlord of unacceptable results of any title report prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit, certificate or other approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(d) upon ninety (90) days written notice by Tenant if the Property, Tower or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong. Should Tenant terminate this Lease pursuant to the provisions of this subparagraph 8(d), Tenant shall

pay Landlord a termination penalty equal to two (2) months of the then current Compensation rate;

(e) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Compensation prepaid by Tenant. If Tenant elects to continue this Lease, and the Premises is damaged or destroyed through no fault of the Tenant, then Compensation will abate while the Premises is restored. The decision whether or not to restore the Premises, or any part thereof, shall be solely that of Landlord in its discretion.

(f) upon ninety (90) days written notice by Tenant in exchange for two (2) months of the then current Compensation rate by Tenant for any reason at all.

9. Taxes. Tenant shall pay any and all personal property taxes, real property taxes, and other fees and assessments assessed on, or any portion of such taxes directly attributable to, the Antenna Facilities. In the event that Tenant fails to pay any such personal or real property taxes or other fees and assessments, Landlord shall have the right, but not the obligation, to pay such owed amounts and demand reimbursement of such owed amounts from Tenant, which reimbursement shall be made by Tenant within sixty (60) days after presentation by Landlord of a receipted bill and/or assessment notice which is the basis for such taxes or charges. 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 Tenant is wholly or partly responsible for payment. Landlord shall reasonably cooperate with Tenant at Tenant's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. In the event that Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

10. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in the amount of Two Million and no/100 Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage and Two Million and no/100 Dollars (\$2,000,000.00) general aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Such policy or policies of insurance shall provide primary coverage in the event of any claim or loss. Certificates of insurance and blanket additional insured endorsements shall be provided to Landlord for examination and approval.

(b) To the extent permitted by the insurance carriers affected, Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Each Party agrees to indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The obligations of Landlord contained in this Section shall not apply to the extent the Landlord has immunity under Illinois law to the underlying claim.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested, or sent for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

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

To Landlord: Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
email: ddomalewski@orlandpark.org

With a copy to Village Attorney:

E. Kenneth Friker, Esq.
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462
Email: EKFriker@KTJLaw.com

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property and the Tower free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easement to any person or business entity which is authorized and FCC licensed to operate a wireless communications business, is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant, or purchases more than fifty (50) percent of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located.

Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Property, subject to Landlord's lien rights therein.

15. Successors and Assigns. This Lease and the Easement granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and authorized assigns.

16. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements, with respect to the subject matter and property covered by this Lease.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit C) necessary to protect its

rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party. Tenant, at its sole expense, may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the State of Illinois, and in the event of any litigation between the parties hereto, venue shall lie in the state or federal court applicable to Cook County, Illinois.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, to the extent that the purpose of this Lease is not frustrated, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) All Exhibits referred herein are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.


(i) If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

(j) Tenant agrees that Tenant is and shall remain subject to all applicable provisions of state and federal laws and local ordinances now in force or enacted during the Term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year written below.

LANDLORD:

Village of Orland Park

By: 
Name: Keith Pekay
Title: President
Taxpayer I.D.: 36-6006035
Date: 10/19/18

TENANT:

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
By: Cellco Partnership, its general partner


By: 
Name: James R. Martin
Title: Director - Network Field Engineering
Taxpayer I.D. N/A
Date: 9/25/18

Exhibit A
Description of Property

PARCEL 1:
PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE OF THE NORFOLK AND WESTERN RAILROAD (FORMERLY WABASH RAILROAD) RIGHT OF WAY, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 17 AND RUNNING THENCE EAST ALONG THE EAST AND WEST CENTER LINE OF SAID SECTION, A DISTANCE OF 1625 FEET FOR A PLACE OF BEGINNING, THENCE CONTINUING EAST ALONG THE SAID EAST AND WEST CENTERLINE OF SECTION 17, A DISTANCE OF 150 FEET TO A POINT, THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 150 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 150 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 150 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:
PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST, THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST, THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 88 DEGREES 33 MINUTES 57 SECONDS WEST, ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, AS MONUMENTED, 439.44 FEET TO THE WESTERLY RIGHT OF WAY OF THE WABASH, ST. LOUIS AND PACIFIC RAILROAD COMPANY AS SHOWN ON DOCUMENT NUMBER 356991 RECORDED NOVEMBER 3, 1881 AND NOW OCCUPIED, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTHWESTERLY 518.95 FEET ON SAID WESTERLY RIGHT OF WAY, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 5726.65 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 11 DEGREES 18 MINUTES 22 SECONDS WEST, 518.77 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 57 SECONDS WEST, 355.21 FEET THENCE SOUTH 43 DEGREES 22 MINUTES 28 SECONDS WEST, 165.77 FEET TO THE WESTERLY LINE OF LOT 401 IN HUGUELET'S COLETTE HIGHLANDS SUBDIVISION RECORDED MAY 7, 2004 AS DOCUMENT NUMBER 0412818075; THENCE NORTH 46 DEGREES 37 MINUTES 30 SECONDS WEST, ON SAID WESTERLY LOT LINE, 424.98 FEET TO THE BEGINNING OF A CURVE; THENCE NORTHWESTERLY 173.52 FEET CONTINUING ON SAID WESTERLY LOT LINE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 220.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 01 MINUTES 47 SECONDS WEST, 169.09 FEET; THENCE NORTH 1 DEGREE 26 MINUTES 3 SECONDS WEST, CONTINUING ON SAID WESTERLY LOT LINE, 168.02 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, AS MONUMENTED; THENCE NORTH 88 DEGREES 33 MINUTES 57 SECONDS EAST, ON SAID NORTH LINE, 379.61 FEET; THENCE SOUTH 1 DEGREE 26 MINUTES 03 SECONDS EAST, 150 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 57 SECONDS EAST, 150.00 FEET; THENCE NORTH 1 DEGREE 26 MINUTES 03 SECONDS, 150 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 33 MINUTES 57 SECONDS EAST, ON SAID NORTH LINE, 423.29 FEET TO THE POINT OF BEGINNING.

Exhibit B

Description of the Premises within the Property

(See attached)

LEGEND

- 1-1/2" Light Post
 - 2" Power Pole
 - 3" Transformer Pedestal
 - 4" Meter
 - 5" Water Valve Vault
 - 6" Fire Hydrant
 - 7" Electric Meter
 - 8" Gas Meter
- Found Section Corner
 - Monument
 - Found or Set Monument
 - Found or Set Lot Cross
 - 2077 Measured
 - 662073 Record
 - SEC. 162 Document Number
 - 4 Spill
 - 4 Spill
 - Concrete

- PROPERTY LINE
- FENCE
- ONE-REEL POWER LINE
- UNDERGROUND TELECO
- UNDERGROUND POWER
- BURIED WATER LINE
- BURIED GAS LINE
- EDGE OF SUBSTANCES

SURVEY PERFORMED BY:

Advanced Surveying & Mapping

ASM Consultants, Inc.
 16 E. Wilson St. Baraboo, IL 60510
 Tel: (630) 879-0200 Fax: (630) 454-3774
 advance@asmcl.com

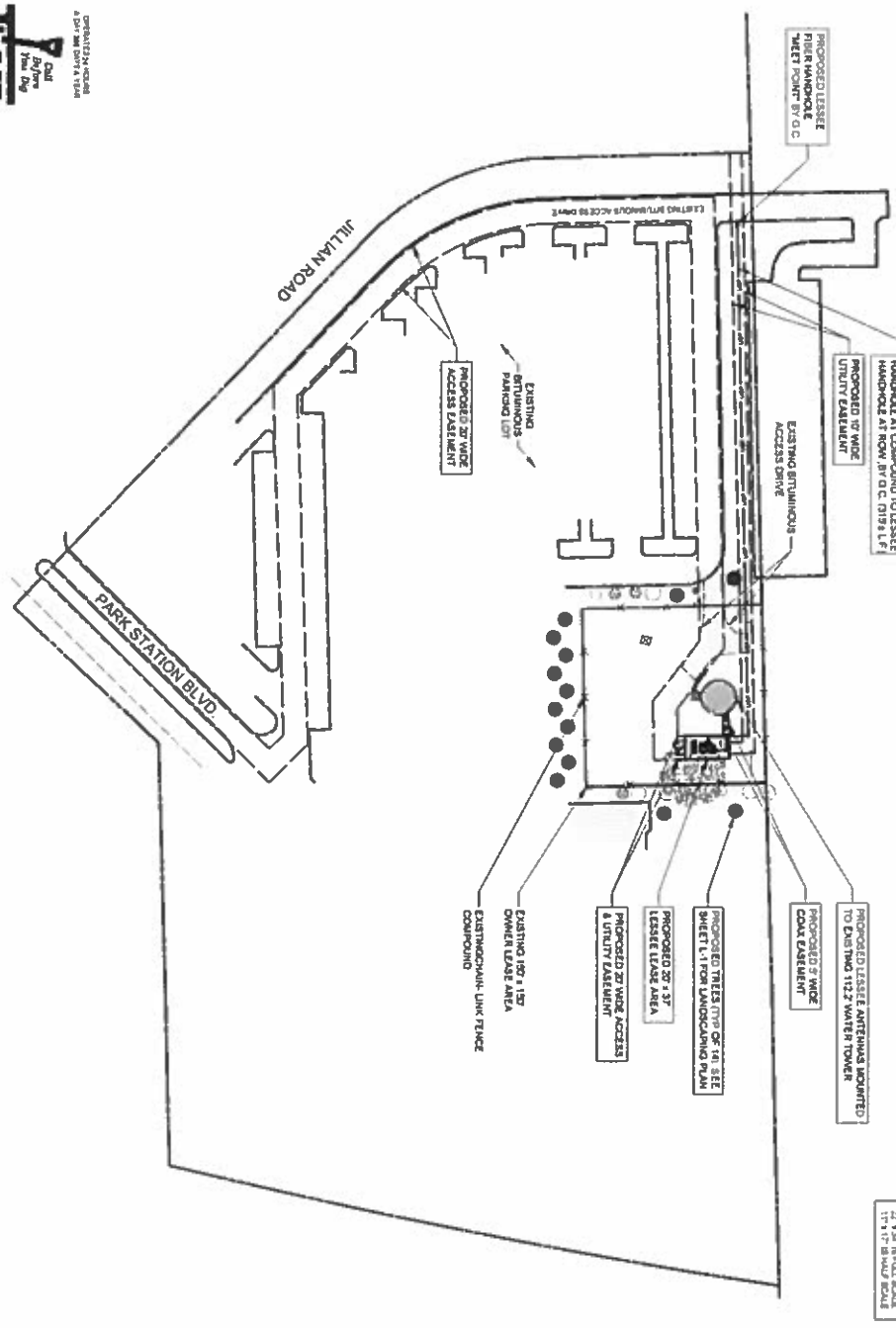
Site Benchmark:
 NE Bolt of Fire Hydrant
 Elevation = 711.55'

GENERAL SITE NOTES

- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT OR UTILITIES. CONTRACTOR SHALL PROTECT AND MAINTAIN EXISTING UTILITIES AND PAVEMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR BETTER CONDITION AT NO ADDITIONAL COST.
- THE CONTRACTOR WILL, UPON RECEIVING AWARE OF SUBSISTENCE OR LATER PHYSICAL CONDITIONS DEFINING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER AND THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER, VERBALLY AND IN WRITING, AS REQUIRED ABOVE, OR SUCH DEFERRING SUBSURFACE CONDITIONS.
- CONTRACTOR TO PROVIDE APPROPRIATE STOPS AT ROAD AND AVOID CONFLICTS WITH EXISTING UTILITIES AND PAVEMENT. CONTRACTOR, A STANDING AREA AND TEMPORARY ROAD THAT IS ACCEPTABLE TO THE OWNER, STANDING AREA AND TEMPORARY ROAD SHALL BE RESTORED TO EXISTING CONDITIONS AS NECESSARY UPON COMPLETION OF THE PROJECT.
- REPORT AND DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES TO PREVENT EROSION. EROSION CONTROL MEASURES SHALL BE PERIODICALLY INSPECTED TO ENSURE PROPER FUNCTION. EROSION CONTROL SHALL BE REMOVED UPON COMPLETION OF WORK.



1 LOCATION PLAN



SCALE 1" = 50'



NO.	DESCRIPTION	DATE	BY
1	UPDATE CABLE LENGTHS	6/20/09	JTB
2	UPDATE TO NEW POWER COORDINATION	6/25/09	JTB
3	UPDATE TO REVERSED POLE SLAB DESIGN	6/21/09	JTB
4	UPDATE TO BASE AND A SECTION OF FENCE	6/22/09	JTB
5	UPDATE LANDSCAPING PLAN PER VILLAGE COMMENTS	6/22/09	JTB
6	UPDATE PER VILLAGE COMMENTS	6/22/09	JTB
7	UPDATE PER VILLAGE COMMENTS	6/22/09	JTB

TERRA

600 S. BROADWAY
 PARK RIDGE, IL 60068
 PH: 630-686-6400
 FAX: 630-454-3441

CHICAGO SMSA

limited partnership
 db/a VERIZON WIRELESS

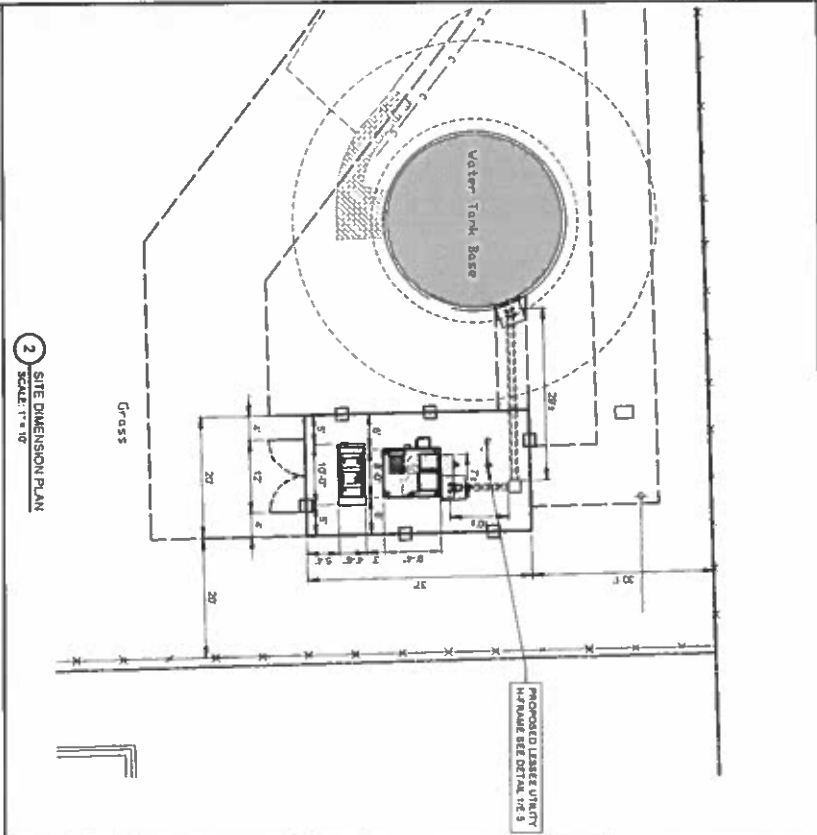
15501 PARK STATION BLVD
 ORLAND PARK, IL 60462

LOC. # 187771

RTE 7 & WEST

SHEET NUMBER

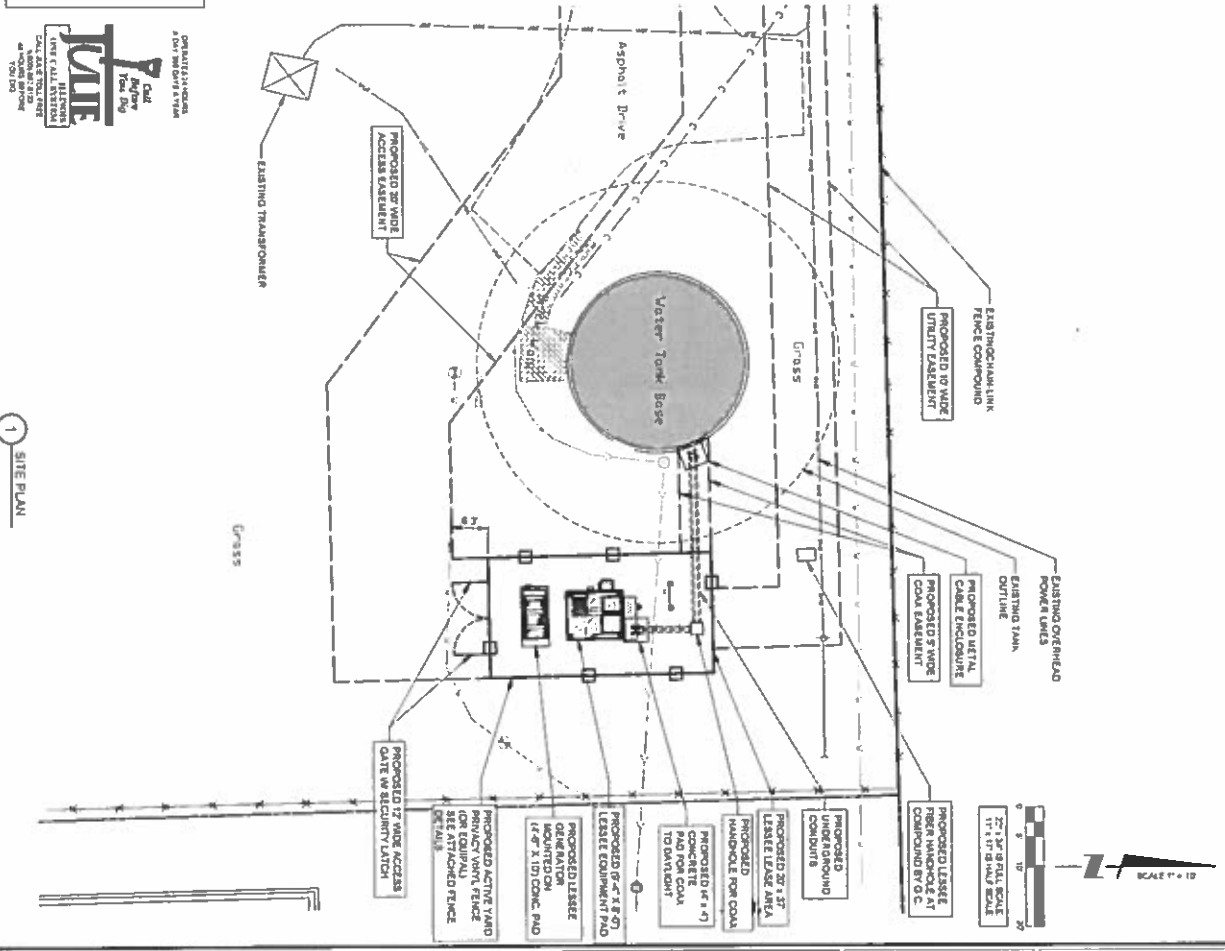
LP



PLATFORM TYPE: CONCRETE SAND
PAVEMENT MATERIAL: ASPHALT

LEAVE SITE: NO, S.Y.
 YES, F. COMPACTED AGGREGATE BASE COURSE, WITH 3/4" CRUSHED AGGREGATE, NO FIBER OR APPROVED EQUIV. LIFTED 100% SURFACE COURSE WITH FIBER OR APPROVED EQUIV.

THE CONTRACTOR SHALL INCLUDE AS PART OF THE BID THE COST OF REMOVAL OF ANY SURFACE VEGETATION AND GRASS SEEDS ON EXISTING PAD FOR THE AGGREGATE ACCESS DRIVE AND OTHER AREAS IDENTIFIED WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.



CHICAGO SMSA
limited partnership
d/b/a VERIZON WIRELESS

TERRA
800 BUSSE HIGHWAY
PARK RIDGE, IL 60068
TEL: 847-939-8400
FAX: 847-939-6491

NO.	DATE	BY	DESCRIPTION
1	02/09/09	JH	UPDATE CABLE LENGTHS
2	03/09/09	LA	UPDATE WITH FENCE COORDINATION
3	04/19/09	JH	UPDATE TO THE FENCE EDGE BLUE DE SIGN
4	05/09/09	LA	UPDATE LEASE AREA & ACCESSION OF FENCE
5	05/19/09	JH	UPDATE LANDSCAPING PLAN PER VILLAGE COMMENTS
6	08/09/09	JH	UPDATE PER VILLAGE COMMENTS
7	08/09/09	JH	UPDATE PER VILLAGE COMMENTS

LOC. # 187771
RTE 7 & WEST

15501 PARK STATION BLVD
ORLAND PARK, IL 60462

Drawn by: DAB
Checked by: LAZ
Date: 12/07/09
Project #: 155251

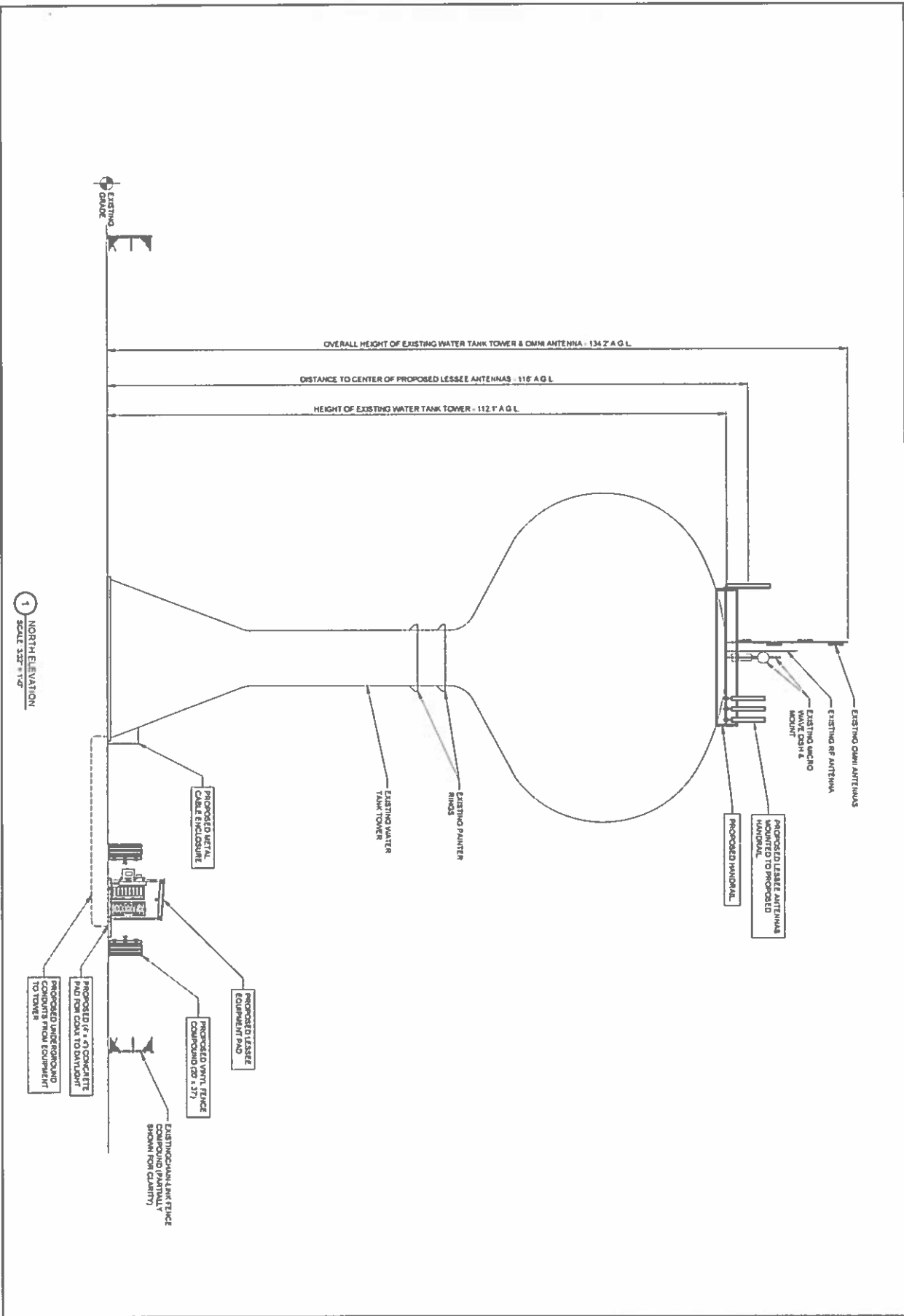
ISSUED FOR ENLARGED SITE PLAN

SCALE: 1" = 10'

Advanced Surveying & Mapping
ASM Consultants, Inc.
16 E Wilson St., Batavia IL 60510
Tel (630) 979-0200 Fax (630) 454-3774
advansec@advd.com
Site: Benchmark, NE, Bolt of Free Hydrant
Elevation = 731.53

DATE: 12/07/09
DRAWN BY: DAB
CHECKED BY: LAZ
SCALE: 1" = 10'

7 **LINE**
DATE: 12/07/09
DRAWN BY: DAB
CHECKED BY: LAZ
SCALE: 1" = 10'



1 NORTH ELEVATION
SCALE 3/32" = 1'-0"

REVISIONS		
NO.	DESCRIPTION	DATE BY
1	UPDATE CABLE LENGTHS	8/20/09 JFM
2	UPDATE WITH PROVIDER COORDINATION	8/19/09 JFM
3	UPDATE TO REFLECTED ETCH BLANK DESIGN	8/11/09 JFM
4	UPDATE LEASE AREA & LOCATION OF PRICE	8/10/09 JFM
5	UPDATE LARGESCAPE PLAN WITH WALLACE COMMENTS	8/7/09 JFM
6	UPDATE PER WALLACE COMMENTS	8/6/09 JFM
7	UPDATE PER WALLACE COMMENTS	8/21/09 JFM

TERRA
 600 BUSSE WOODBRAT
 PARK RIDGE, IL 60068
 PH: 847-950-6400
 FAX: 847-950-6401

CHICAGO SMSA
 limited partnership
 d/b/a VERIZON WIRELESS

LOC. # 187771
 RTE 7 & WEST
 15501 PARK STATION BLVD
 ORLAND PARK, IL 60462

DATE: 7/22/09
 DRAWN BY: DJM
 CHECKED BY: TAZ
 SITE: 187771
 PROJECT #: 23-231

INVESTIGATOR: BARRY KRAMER
ANT-1
 SITE ELEVATION

GENERAL LANDSCAPE NOTES

1. PRUNE NEWLY INSTALLED SHRUBS. WORK SHALL BE DONE BY EXPERIENCED PERSONNEL TO THE ACCEPTED HORTICULTURAL AND ARBORENTURAL STANDARDS. PRUNING SHALL RESULT IN A LOOSE OUTLINE CONFORMING TO THE GENERAL SHAPE OF THE SHRUB TYPE. DO NOT USE HEDGE SHEARS.
2. ALL PLANTING STOCK SHALL BE NURSERY-GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE. PLANTS SHALL BE FREE OF DISEASE, INSECTS, EGGS, LARVAE AND DEFECTS SUCH AS KNOTS, SUN-SCALD, INJURIES, ABRASIONS OR DISFIGUREMENT. THEY SHALL HAVE SOUND, HEALTHY, VIGOROUS AND UNIFORM GROWTH TYPICAL OF THE SPECIES AND VARIETY. WELL-FORMED, FREE FROM IRREGULARITIES WITH THE MINIMUM QUALITY AND SIZE CONFORMING TO AMERICAN STANDARDS FOR NURSERY STOCK.
3. GUARANTEE. WARRANT ALL PLANT MATERIAL TO BE TRUE TO BOTANICAL NAME AND SPECIFIED SIZE. AFTER COMPLETION OF PLANTING, ALL PLANT MATERIALS SHALL BE WARRANTED AGAINST DEFECTS, INCLUDING DEATH AND UNSATISFACTORY GROWTH FOR A WARRANTY PERIOD OF ONE YEAR. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEFECTS OR INCIDENTS BEYOND THE CONTRACTOR'S CONTROL WHICH RESULT FROM NATURAL CAUSES SUCH AS FLOODS, STORMS, FIRES OR VANDALISM.
4. REPLACEMENTS. DURING THE WARRANTY PERIOD, REPLACE ONE TIME, AT NO ADDITIONAL COST TO THE OWNER, PLANT MATERIALS THAT ARE DEAD OR IN THE OPINION OF THE LANDSCAPE ARCHITECT IN UNHEALTHY OR UNSIGHTLY CONDITION. REJECTED PLANT MATERIALS SHALL BE REMOVED FROM THE SITE AT CONTRACTOR'S EXPENSE. REJECTED TREES OR SHRUBS SHALL BE REPLACED BY REPLACEMENT OPERATIONS.
5. MULCHING SHALL BE DONE WITHIN 48 HOURS AFTER PLANTING. MULCH SHRUB BEDS TO A UNIFORM DEPTH OF THREE INCHES. MULCH SHALL BE CLEAN, COMPOSTED PINE BARK MULCH FREE OF FOREIGN MATERIAL AND LARGE PIECES OVER THREE INCHES LONG. DO NOT MULCH TREE AND SHRUB PLANTING PITS.
6. TOPSOIL SHALL CONSIST OF FERTILE, FRAILABLE NATURAL LOAM, CONTAINING A LIBERAL AMOUNT OF HUMUS AND SHALL BE SUITABLE TO INSPECTION AND APPROVAL. IT SHALL BE FREE OF ADMIXTURES OF SUBSOIL, AND FREE OF CRAB GRASS, ROOTS, STICKS AND OTHER EXTRANEOUS MATTER, AND SHALL NOT BE USED FOR PLANTING OPERATIONS WHILE IN A FROZEN OR MUDDY CONDITION.
7. REPAIR ALL TURF AREAS BY SEEDING. SEEDING INSTALLATION SHALL BE EXECUTED ONLY AFTER ALL FINISH GRADING HAS BEEN COMPLETED. NO SEEDING WORK SHALL BE DONE PAST SEPTEMBER 15, UNLESS APPROVED BY THE OWNER'S REPRESENTATIVE.
8. SEED. SEED MIX SHALL MATCH EXISTING TURF OR BE A 50/50 MIX OF CARRIERS. APPROVED BLEND OF BURESS AND PRINCE OF WALES SEEDS. SEEDING SHALL BE APPLIED AT A MINIMUM RATE OF 120 POUNDS PER ACRE. FUTERBA BLANKET OR EQUAL, SHALL BE USED FOR EROSION CONTROL. MULCH WHERE NECESSARY IN USE OF HYDRO MULCH.

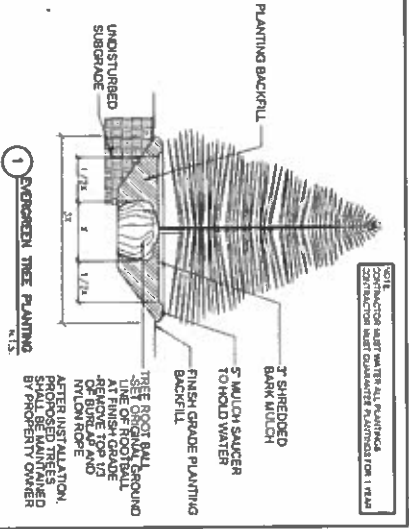
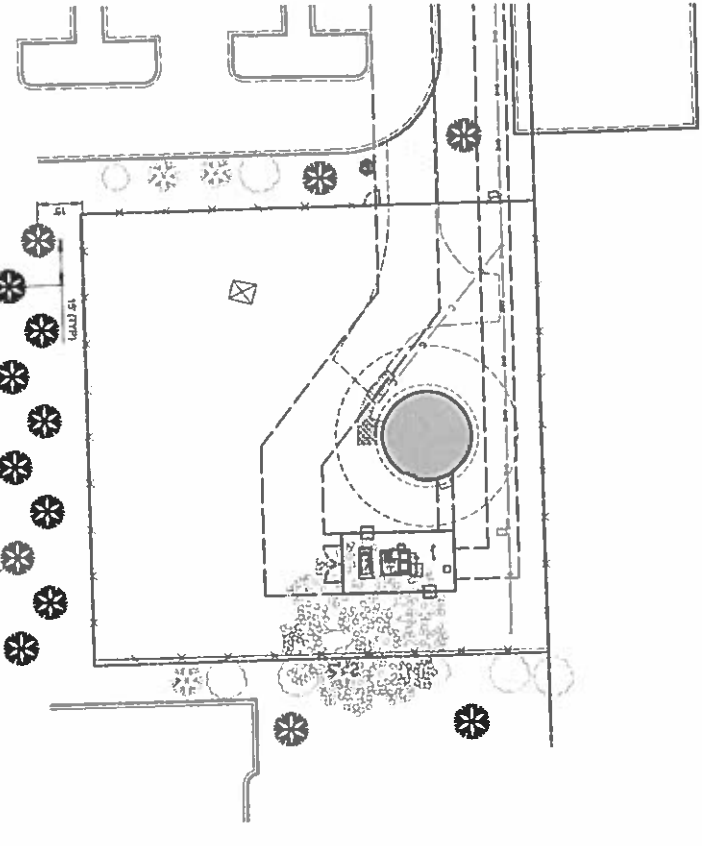


FIG. 1
CONTRACTOR SHALL WATER ALL PLANTING STOCK IMMEDIATELY AFTER PLANTING FOR 1 YEAR

1. ENGRAVED TREE PLANTING



PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	COMMENTS
PD	PECEA GLAUCA	BLACK HILLS SPRUCE (WHITE SPRUCE)	14	6 FT. HT. MIN	B & B BALLED & BURLAPPED



REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	UPDATE CABLE LENGTHS	05/20/18	JTB
2	UPDATE WITH PAVING COORDINATION	05/20/18	JTB
3	UPDATE TO INCORPORATE EDEE BLAS (E BOX)	06/11/18	JTB
4	UPDATE LEASE AREA & ADDITION OF FENCE	06/20/18	JTB
5	UPDATE LANDSCAPING PLAN PER VILLAGE COMMENTS	07/02/18	JTB
6	UPDATE PER VILLAGE COMMENTS	08/16/18	JTB
7	UPDATE PER VILLAGE COMMENTS	08/21/18	JTB
8	UPDATE PER VILLAGE COMMENTS	08/21/18	JTB

TERRA
800 BUSSE HIGHWAY
PARK RIDGE, IL 60068
708.262.0800
708.262.0800 FAX

CHICAGO SMSA
limited partnership
d/b/a VERIZON WIRELESS

LOC. # 187771
RTE 7 & WEST
15501 PARK STATION BLVD
ORLAND PARK, IL 60462

DESIGNED BY	DATE
CONDUCTED BY	DATE
DATE	DATE
PROJECT #	23.2531

LANDSCAPE PLAN
SHEET NUMBER

L-1



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ASMC
 ASH Consultants, Inc.
 16 E Wilson St, Bensenville, IL 60010
 Tel: (630) 897-0200 Fax: (630) 858-3774
 asmc@aash.com
 Professional Design Firm #164-00014 expires 4/30/2019

PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

Chicago SMSA
 Chicago SMSA, Limited Partnership
 1111 Chicago Road, Suite 100
 Rosemont, Illinois 60018
 Chicago SMSA is a subsidiary of Terra Group, Inc.

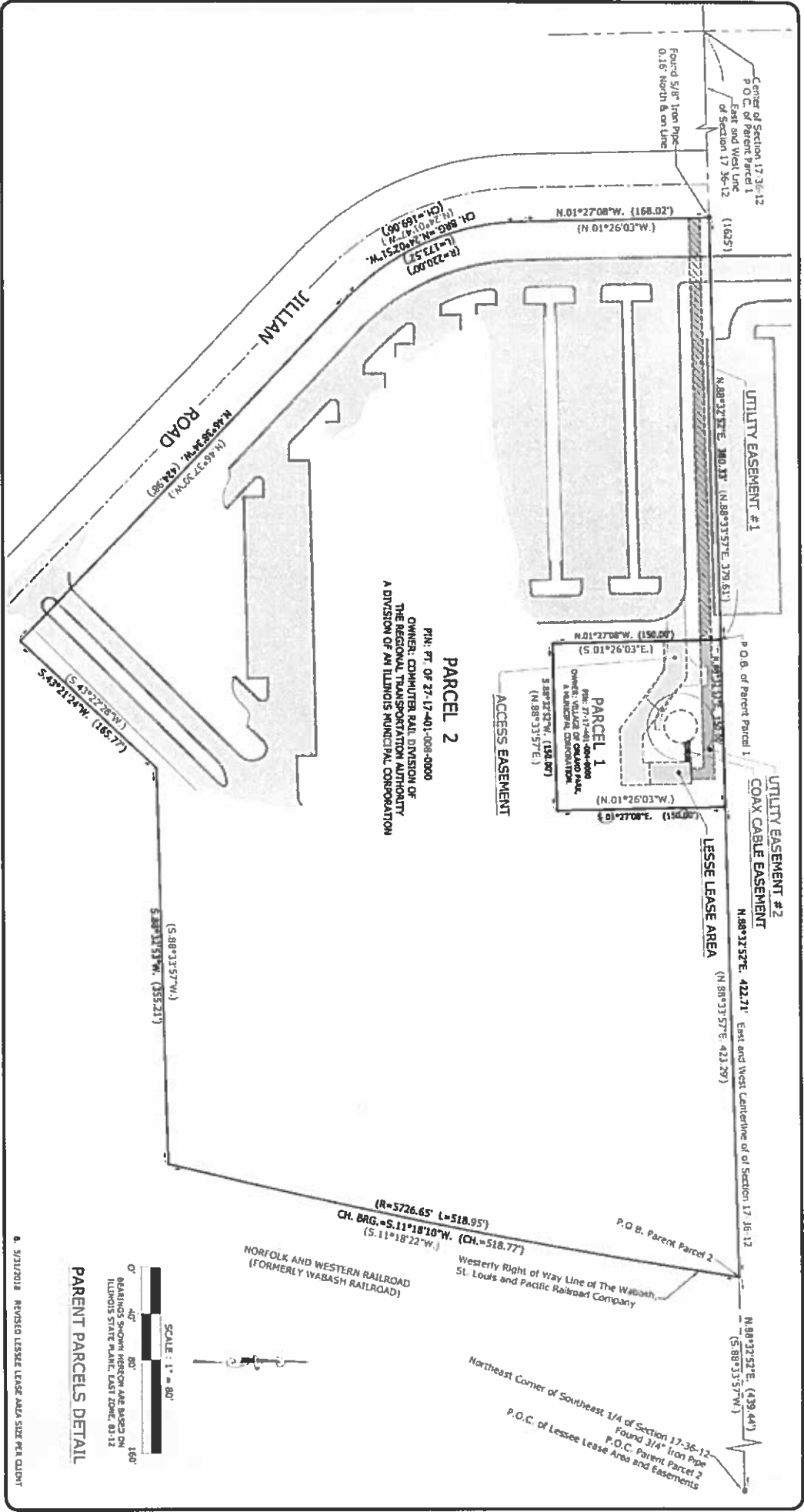
TERRA
 Consulting Group, LTD.
 600 Busse Highway
 Park Ridge, IL 60068
 (847) 698-6400
 504 INC. IL 0218

NO.	DATE	REVISION
1	4/10/2017	FIELD SURVEY COMPLETED
2	6/29/2018	FINAL SURVEY COMPLETED
3	1/7/2018	REVISION TO ACCOMMODATE UTILITY EASEMENTS PER S&A
4	1/7/2018	REMOVED ACCESS EASEMENT #1 & UTILITY EASEMENT #2 PER CLIENT
5	4/17/2018	REMOVED ACCESS EASEMENT #1 & UTILITY EASEMENT #2 PER CLIENT

SITE DESCRIPTION INFORMATION:
 Rte 7 & West
 LOCATION NO.: 187771
 PROJECT NO.: 20130862262
 15501 PARK STATION BLVD
 ORLAND PARK, IL 60467

DESIGNED BY: ESM
 CHECKED BY: ESM
 PROJECT NO. 72090008
 L-2

SHEET 2 OF 4



SCALE: 1" = 80'

BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLUMB, LAST ADJUSTED 03-18

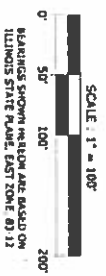
PARENT PARCELS DETAIL

6/29/2018 REVISION LESSEE LEASE AREA SIZE PER CLIENT

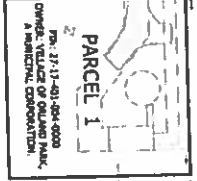
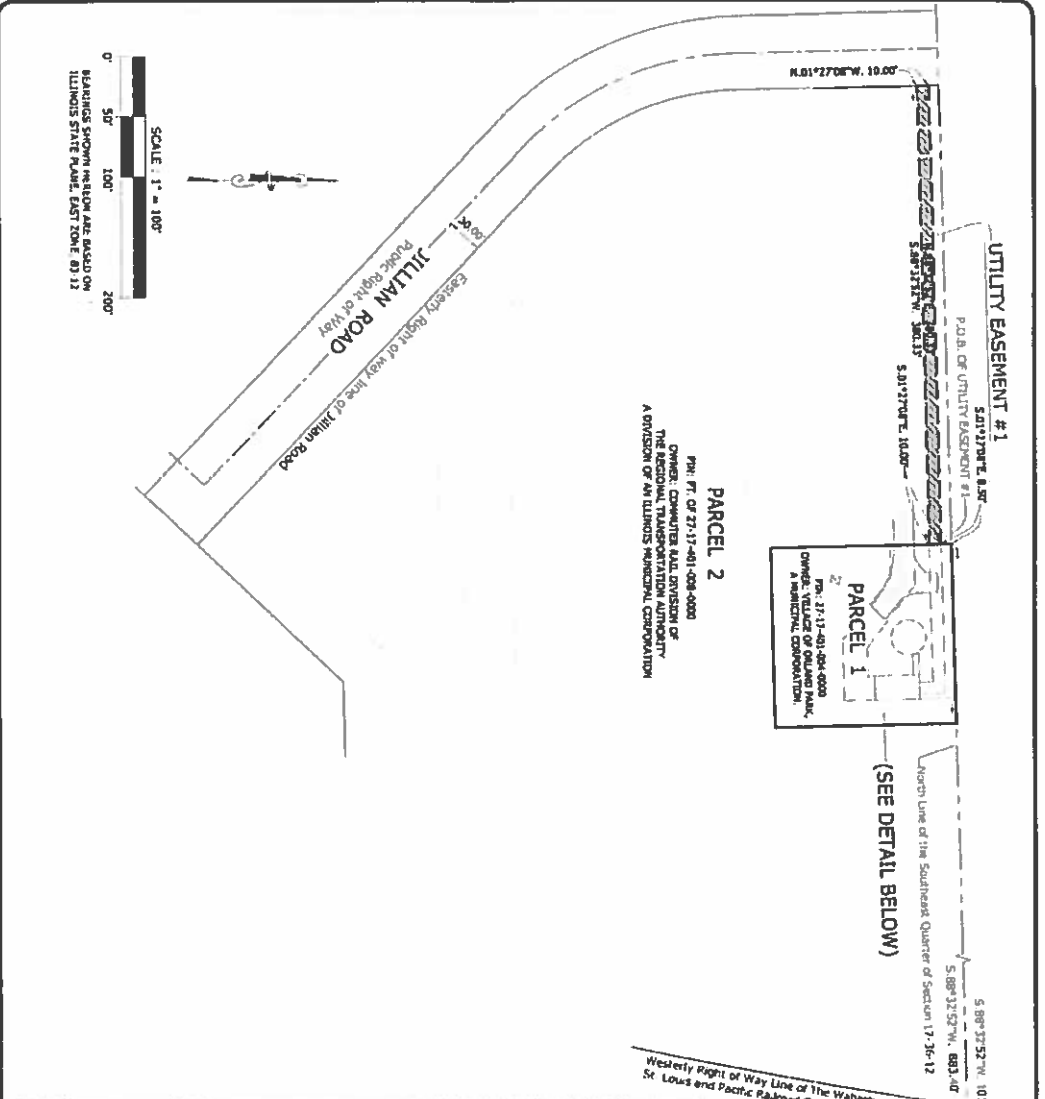


ASWGD
 ASW Consultants, Inc.
 16 E Wilson St, Belvidere IL 60510
 Tel (630) 879-0200 Fax (630) 456-3774
 advanced@awdct.com
 Professional Design Firm #184-0060; 4 eperm 4/30/2019

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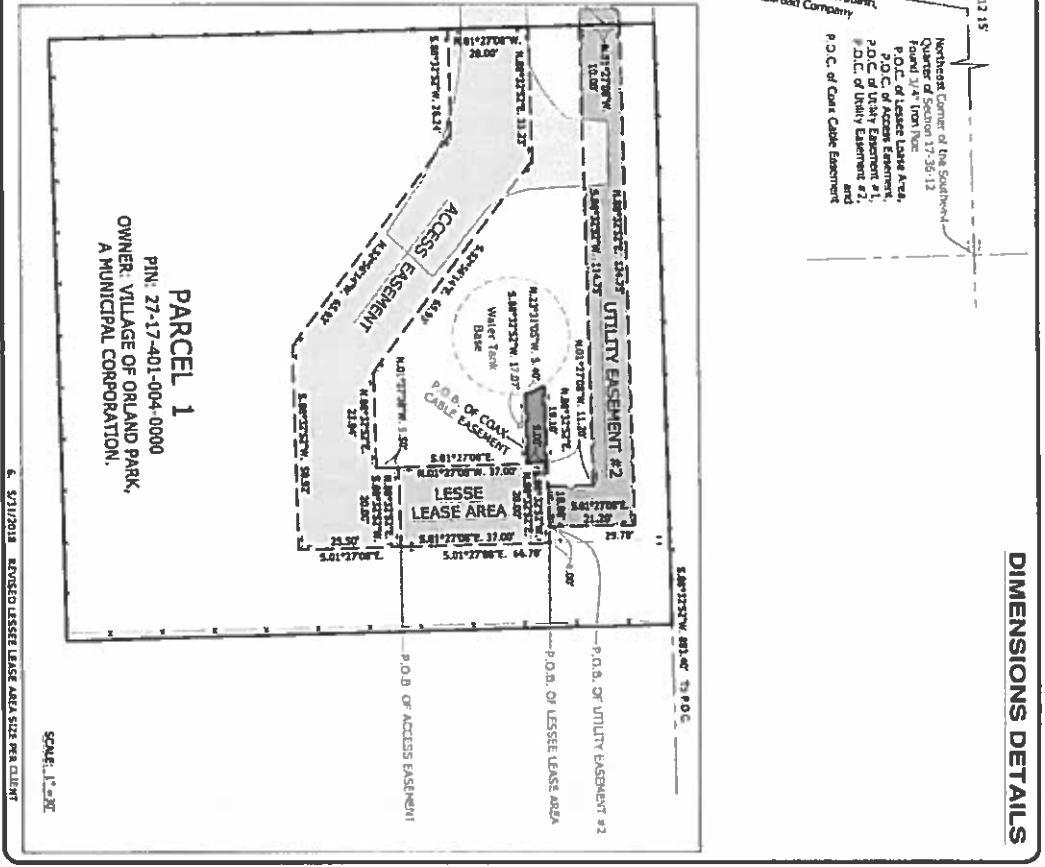


BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, EAST ZONE 8312



PARCEL 2
 PIN: 17-07-27-17-401-004-000
 OWNER: CHICAGO AND DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY A DIVISION OF AN ILLINOIS MUNICIPAL CORPORATION

(SEE DETAIL BELOW)



PARCEL 1
 PIN: 27-17-401-004-000
 OWNER: VILLAGE OF ORLAND PARK, A MUNICIPAL CORPORATION.

DIMENSIONS DETAILS

PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

Chicago SMSA

Consulting Group, LTD.
 600 Bussey Heights
 Park Ridge, IL 60068
 (847) 638-6400



NO.	DATE	REVISION
1	4/10/2018	FIELD SURVEY COMPLETED
2	4/20/2018	FINAL SURVEY COMPLETED
3	4/27/2018	REVISED ACCESS & UTILITY EASEMENTS PER S&A
4	4/27/2018	REVISED ACCESS EASEMENT #1 & UTILITY EASEMENT #2 PER CLIENT
5	4/27/2018	REVISED ACCESS EASEMENT #1 & UTILITY EASEMENT #3 PER CLIENT

DATE OF REVISION/INFORMATION:

Rte 7 & West
 LOCATION NO.: 187771
 PROJECT NO.: 20130862262
 15501 PARK STATION BLVD
 ORLAND PARK, IL 60462

DRAWN BY: EM
 CHECKED BY: CSW
 PROJECT NO.: 7206008
L-3

5/1/2018 REVISED LESSEE LEASE AREA SIZE PER CLIENT

SCALE: 1"=30'

Exhibit C
Memorandum of Lease
(See attached)

Prepared by and upon recording
Please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: Rt. 7 & West)

MEMORANDUM OF TOWER LEASE AGREEMENT

This Memorandum of Tower Lease Agreement is made this 19 day of October, 2018, between the Village of Orland Park, an Illinois home rule municipal corporation, hereinafter referred to as "Landlord", and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "Tenant". Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. The Parties entered into a Tower Lease (the "Lease") on October 19, 2018 for an initial term of five years, commencing on the Commencement Date, as defined in the Lease. The Lease shall automatically be extended for two (2) additional five-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 three (3) months prior to the end of the then current term.
2. Landlord hereby leases to Tenant a portion of the real property described in the attached Exhibit 1 (the "Property"), together with the right to use the tower located thereon ("Tower") on the terms and conditions set forth in the Lease, for the installation, operation and maintenance of Tenant's communications facilities. Landlord further leases to Tenant the use of that portion of the Tower and Property, together with easements for access and utilities, generally described and depicted in the attached Exhibit 2 (collectively referred to hereinafter as the "Premises"). The Premises, located at 15501 Park Station Blvd., Orland Park, Illinois 60462 (Tower 8), comprises approximately 740 square feet, as well as space upon the Tower at a centerline of 116'.

Landlord acknowledges that Tenant's use of the Premises is contingent upon Tenant entering into a Fiber Optic License Agreement with the Commuter Rail Division of the Regional Transportation Authority ("Metra") for the right of ingress and egress to the Property from the nearest public right-of-way, and for the right to install and maintain utility wires, poles, cables, conduits, and fiber optic cables from the nearest public right-of-way to

the Property (the "Access/Utility Agreement"). The Parties understand and agree that in the event that Tenant fails to enter into the Access/Utility Agreement within six (6) months of the Effective Date of this lease, or if the Access/Utility Agreement is terminated or expires, this Lease shall also terminate.

3. Tenant does not have a right of first refusal to purchase the Premises or to match any offer for the purchase, management, or operation of communications facilities on the Premises during the initial term and all renewal terms of the Lease.
4. The terms, covenants and provisions of the Lease, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

[Signature Page Follows]

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

Landlord:

Village of Orland Park

By: Keith Bekau

Name: Keith Bekau

Its: President

Date: 10-19-2018

Tenant:

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

By: Cellco Partnership, its general partner

By: James R. Martin

Name: James R. Martin
Director - Network Field Engineering

Its: _____

Date: 9/25/18

STATE OF Illinois

)

LANDLORD ACKNOWLEDGEMENT

COUNTY OF Cook

)

On October 19, 2018 before me, Alexandra Snodsmith, personally appeared Kerth Pekau, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that, in his/her authorized capacity, s/he executed the foregoing document as her own act and deed.

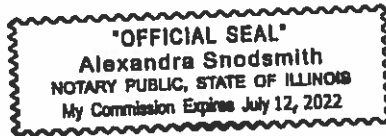
WITNESS my hand and official Notarial Seal, this 19th day of October, 2018.

Alexandra Snodsmith

Notary Public

My Commission Expires:

July 12, 2022



STATE OF ILLINOIS

)

TENANT ACKNOWLEDGEMENT

COUNTY OF COOK

)

On September 25, 2018 before me, Sharon A. Petrielli, personally appeared James R. Martin personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as Director Network Eng of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official Notarial Seal, this 25 day of September, 2018.

Sharon A. Petrielli

Notary Public

My Commission Expires:

7-15-21

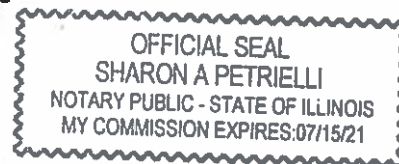


EXHIBIT 1

DESCRIPTION OF THE PROPERTY

PARCEL 1:

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE OF THE NORFOLK AND WESTERN RAILROAD (FORMERLY WABASH RAILROAD) RIGHT OF WAY, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 17 AND RUNNING THENCE EAST ALONG THE EAST AND WEST CENTER LINE OF SAID SECTION, A DISTANCE OF 1625 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EAST ALONG THE SAID EAST AND WEST CENTERLINE OF SECTION 17, A DISTANCE OF 150 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 150 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 150 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 150 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST, THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST, THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 88 DEGREES 33 MINUTES 57 SECONDS WEST, ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, AS MONUMENTED, 439.44 FEET TO THE WESTERLY RIGHT OF WAY OF THE WABASH, ST. LOUIS AND PACIFIC RAILROAD COMPANY AS SHOWN ON DOCUMENT NUMBER 356991 RECORDED NOVEMBER 3, 1881 AND NOW OCCUPIED, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTHWESTERLY 518.95 FEET ON SAID WESTERLY RIGHT OF WAY, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 5726.65 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 11 DEGREES 18 MINUTES 22 SECONDS WEST, 518.77 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 57 SECONDS WEST, 355.21 FEET THENCE SOUTH 43 DEGREES 22 MINUTES 28 SECONDS WEST, 165.77 FEET TO THE WESTERLY LINE OF LOT 401 IN HUGUELET'S COLETTE HIGHLANDS SUBDIVISION RECORDED MAY 7, 2004 AS DOCUMENT NUMBER 0412818075; THENCE NORTH 46 DEGREES 37 MINUTES 30 SECONDS WEST, ON SAID WESTERLY LOT LINE, 424.98 FEET TO THE BEGINNING OF A CURVE; THENCE NORTHWESTERLY 173.52 FEET CONTINUING ON SAID WESTERLY LOT LINE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 220.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 01 MINUTES 47 SECONDS WEST, 169.09 FEET; THENCE NORTH 1 DEGREE 26 MINUTES 3 SECONDS WEST, CONTINUING ON SAID WESTERLY LOT LINE, 168.02 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, AS MONUMENTED; THENCE NORTH 88 DEGREES 33 MINUTES 57 SECONDS EAST, ON SAID NORTH LINE, 379.61 FEET; THENCE SOUTH 1 DEGREE 26 MINUTES 03 SECONDS EAST, 150 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 57 SECONDS EAST, 150.00 FEET; THENCE NORTH 1 DEGREE 26 MINUTES 03 SECONDS, 150 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 33 MINUTES 57 SECONDS EAST, ON SAID NORTH LINE, 423.29 FEET TO THE POINT OF BEGINNING.

EXHIBIT 2

SURVEY OF THE PREMISES

(See attached)

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REVISION

NO.	DATE	REVISION
1	4/16/2018	FIELD SURVEY COMPLETED
2	1/29/2018	FINAL SURVEY COMPLETED
3	1/29/2018	REVISED ACCESS & UTILITY EASEMENTS PER USA
4	4/17/2018	REVISED ACCESS & UTILITY EASEMENTS PER USA

DATE OF SURVEY FROM INSTRUMENTATION
Rite 7 & West
 LOCATION NO.: 187771
 PROJECT NO.: 20180822262
 1580 S. OGDEN ST.
 OGDEN PARK, IL 60442

DRAWN BY: BH
 CHECKED BY: CMH

PROJECT NO.
72000018

L-2

SHEET 2 OF 4

