

## **GROUND LEASE**

THIS GROUND 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"), 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 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 8610 W. 141<sup>st</sup> Street, Orland Park, Illinois 60462 comprises approximately 720 square feet.

Landlord acknowledges that Tenant's use of the Premises is contingent upon Tenant entering into a Site License with Commonwealth Edison Company for the use of space on a transmission tower located at the Property, adjacent to the Premises (the "Tower License"). The Parties understand and agree that in the event that Tenant fails to enter into the Tower License, or if the Tower License 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 GPS 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	\$8,250.93	per quarter
2019	\$8,498.46	per quarter
2020	\$8,753.41	per quarter
2021	\$9,016.01	per quarter
2022	\$9,286.49	per quarter
2023	\$9,565.09	per quarter
2024	\$9,852.04	per quarter
2025	\$10,147.60	per quarter
2026	\$10,452.03	per quarter
2027	\$10,765.59	per quarter
2028	\$11,088.56	per quarter
2029	\$11,421.22	per quarter
2030	\$11,763.85	per quarter
2031	\$12,116.77	per quarter
2032	\$12,480.27	per quarter
2033	\$12,854.68	per quarter
2034	\$13,240.32	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) 403-5300, 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.

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, GPS antennas 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 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.

(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) Omitted;

(ii) 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). 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);

- (iii) 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;
- (iv) 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, 6, 9, 10, and 11 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 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](mailto: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](mailto: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 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.

[Remainder of Page Intentionally Left Blank]

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: \_\_\_\_\_

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

Taxpayer I.D.: \_\_\_\_\_

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

**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. \_\_\_\_\_

Date: 9/25/18

Director - Network Field Engineering  
James R. Martin

Exhibit A

Description of Property

DESCRIBED IN DEED DOC # 0020145165, ID# 27-02-310-002-0000, BEING KNOWN AND DESIGNATED AS FOLLOWS:

THAT PART OF LOT 202 IN EVERGREEN VIEW ORLAND PARK UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 202 AND RUNNING THENCE SOUTH 00 DEGREES, 10 MINUTES, 57 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 202, A DISTANCE OF 210.00 FEET; THENCE NORTH 89 DEGREES, 48 MINUTES, 27 SECONDS WEST, 1480.03 FEET TO THE WEST LINE OF SAID LOT 202, SAID LINE ALSO BEING THE EAST LINE OF 88TH AVENUE; THENCE NORTH 02 DEGREES, 50 MINUTES 43 SECONDS EAST, ALONG SAID WEST LINE, 210.23 FEET TO THE NORTH LINE OF SAID LOT 202, SAID LINE ALSO BEING THE SOUTH LINE OF 139TH STREET; THENCE SOUTH 89 DEGREES, 48 MINUTES, 27 SECONDS EAST ALONG SAID NORTH LINE, 1470.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 202 IN EVERGREEN VIEW OF ORLAND PARK UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 202 AND RUNNING THENCE SOUTH 00 DEGREES, 10 MINUTES, 57 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 202, A DISTANCE OF 210.00 FEET; THENCE NORTH 89 DEGREES, 48 MINUTES, 27 SECONDS WEST 567.70 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 07 MINUTES, 08 SECONDS WEST 344.50 FEET; THENCE NORTH 89 DEGREES, 48 MINUTES, 27 SECONDS WEST, 657.51 FEET TO THE SOUTHEAST CORNER OF LOT 200 IN AFORESAID EVERGREEN VIEW OF ORLAND PARK UNIT 1; THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST. ALONG THE EAST LINE OF SAID LOT 200, A DISTANCE OF 344.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 200; THENCE SOUTH 89 DEGREES, 48 MINUTES, 27 SECONDS EAST, 657.51 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 202 IN EVERGREEN VIEW OF ORLAND PARK UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 202 AND RUNNING THENCE SOUTH 00 DEGREES, 10 MINUTES, 57 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 202, A DISTANCE OF 210.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 10 MINUTES, 57 SECONDS WEST ALONG SAID EAST LINE, 329.41 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 202, SAID LINE ALSO BEING THE NORTH LINE OF 140TH STREET; THENCE NORTH 89 DEGREES, 49 MINUTES 20 SECONDS WEST ALONG SAID SOUTH LINE, 232.85 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE SAID LINE ALSO BEING THE NORTH LINE OF 86TH AVENUE ALONG A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 330.00 FEET, 442.59 FEET, ARC, (CHORD BEARING SOUTH 51 DEGREES, 45 MINUTES, 19 SECONDS WEST, 410.16 FEET CHORD) TO A POINT ON CURVE; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE, SAID LINE ALSO BEING THE NORTH LINE OF 141ST STREET ALONG A NON-TANGENT CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 405.00 FEET,

303.08 FEET, ARC (CHORD BEARING SOUTH 76 DEGREES, 37 MINUTES, 07 SECONDS WEST 296.06 FEET, CHORD) TO A POINT OF TANGENCY; THENCE SOUTH 55 DEGREES, 10 MINUTES, 48 SECONDS WEST ALONG SAID SOUTH LINE, 147.85 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE, ALONG A CURVE WHOSE CENTER LIES NORTHWESTERLY AND HAS A RADIUS OF 270.00 FEET, 93.93 FEET, ARC (CHORD BEARING SOUTH 65 DEGREES 08 MINUTES 48 SECONDS WEST 93.46 FEET, CHORD) TO A POINT OF TANGENCY; THENCE SOUTH 75 DEGREES, 06 MINUTES, 48 SECONDS WEST ALONG SAID SOUTH LINE 261.00 FEET, TO A POINT OF CURVE; THENCE WESTERLY ALONG SAID SOUTH LINE ALONG A CURVE WHOSE CENTER LIES NORTHERLY AND HAS A RADIUS OF 345.00 FEET, 89.55 FEET, ARC, (CHORD BEARING SOUTH 82 DEGREES, 32 MINUTES, 57 SECONDS WEST, 89.30 FEET, CHORD) TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID SOUTH LINE 49.35 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 202, SAID LINE ALSO BEING THE EAST LINE OF BOXWOOD LANE; THENCE NORTH 00 DEGREES, 00 MINUTES, 55 SECONDS WEST ALONG SAID WEST LINE 133.54 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG SAID WEST LINE ALONG A CURVE WHOSE CENTER LIES WESTERLY AND HAS A RADIUS OF 380.00 FEET, 377.56 FEET, ARC (CHORD BEARING NORTH 28 DEGREES 28 MINUTES, 46 SECONDS WEST 362.22 FEET, CHORD) THENCE NORTH 28 DEGREES 31 MINUTES 41 SECONDS EAST ALONG SAID WEST LINE, SAID LINE ALSO BEING THE EAST LINE OF 88TH AVENUE, 70.95 FEET TO THE SOUTH LINE OF LOT 200 IN AFORESAID EVERGREEN VIEW OF ORLAND PARK UNIT 1; THENCE SOUTH 89 DEGREES, 48 MINUTES, 27 SECONDS EAST ALONG THE AFORESAID SOUTH LINE OF LOT 200, AND THE EXTENSION THEREOF, 1010.83 FEET; THENCE NORTH 00 DEGREES 07 MINUTES, 08 SECONDS EAST, 344.50 FEET; THENCE SOUTH 89 DEGREES, 48 MINUTES, 27 SECONDS EAST 567.70 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALL THAT PARCEL OF LAND IN COOK COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 17146339, ID# 27-02-300-005-0000, BEING KNOWN AND DESIGNATED  
AS FOLLOWS:

THE EAST 668.14 FEET OF THE NORTH TWO HUNDRED TEN (210) FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION TWO (2), EXCEPT THAT PART TAKEN FOR ROADWAYS, TOWNSHIP THIRTY-SIX (36) NORTH, RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF COOK, STATE OF ILLINOIS.

BY FEE SIMPLE DEED FROM FIRST MIDWEST BANK, AS SUCCESSOR TRUSTEE UNDER THE PROVISION OF A DEED OR DEEDS IN TRUST, DULY RECORDED AND DELIVERED TO SAID BANK IN PURSUANCE OF A TRUST AGREEMENT DATED THE 22ND DAY OF MARCH, 2001, AND KNOWN AS TRUST NUMBER 7028 AS SET FORTH IN DOC # 0020145165 DATED 01/17/2002 AND RECORDED 02/05/2002, COOK COUNTY RECORDS, STATE OF ILLINOIS. (ID# 27-02-310-002-0000)

BY FEE SIMPLE DEED FROM CONRAD UTHE AND MARTHA ROSE UTHE, HIS WIFE, AS SET FORTH IN DOC # 17146339, DATED 02/19/1958 AND RECORDED 03/03/1958, COOK COUNTY RECORDS, STATE OF ILLINOIS. (ID# 27-02-300-005-0000)

## Exhibit B

### Description of the Premises within the Property

(See legal description, survey and plans attached)

#### Description of Tenant Lease Area:

All that part of Lot 202 in Evergreen View Orland Park Unit 1, being a subdivision of part of the Southwest 1/4 of Section 2, Township 36 North, Range 12 East of the Third Principal Meridian, City of Orland Park, Cook County, Illinois, as recorded in Document #0010961525, Cook County Records, described as; Commencing at the the northeast corner of Lot 28 of Villa D'este Subdivision which is also a point on the west line of 84th Avenue (66.00 feet); thence North 01°45'10" West 128.63 feet along said west line; thence South 88°14'50 West 218.02 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 88°15'26" West 20.00 feet; thence North 01°44'34" West 36.00 feet; thence North 88°15'26" East 20.00 feet; thence South 01°44'34" East 36.00 feet to the place of beginning of this description.

Containing 720 square feet more or less.

#### Description of Area for Access

All that part of Lot 202 in Evergreen View Orland Park Unit 1, being a subdivision of part of the Southwest 1/4 of Section 2, Township 36 North, Range 12 East of the Third Principal Meridian, City of Orland Park, Cook County, Illinois, as recorded in Document #0010961525, Cook County Records, described as; Commencing at the the northeast corner of Lot 28 of Villa D'este Subdivision which is also a point on the west line of 84th Avenue (66.00 feet); thence North 01°45'10" West 128.63 feet along said west line; thence South 88°14'50 West 218.02 feet to the southeast corner of a 20.00 foot by 36.00 foot Lessee License Area; thence South 88°15'26" West 20.00 feet; thence North 01°44'34" West 31.05 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 88°15'26" West 80.99 feet; thence North 01°44'34" West 20.00 feet; thence North 88°15'26" East 19.00 feet; thence North 01°44'34" West 30.36 feet to the southerly line of 139th Street (40.00 feet); thence North 88°15'26" East 20.00 feet along said southerly line; thence South 01°44'34" East 30.36 feet; thence North 88°15'26" East 20.00 feet; thence South 01°44'34" East 30.36 feet; thence North 88°15'26" East 61.99 feet; thence South 01°44'34" East 15.05 feet to the northeast corner of a 20.00 foot by 36.00 foot Lessee License Area; thence South 88°15'26" West 20.00 feet along the north line of said Lessee License Area; thence South 01°44'34" East 4.95 feet to the place of beginning of this description.

Containing 2,528 square feet more or less.

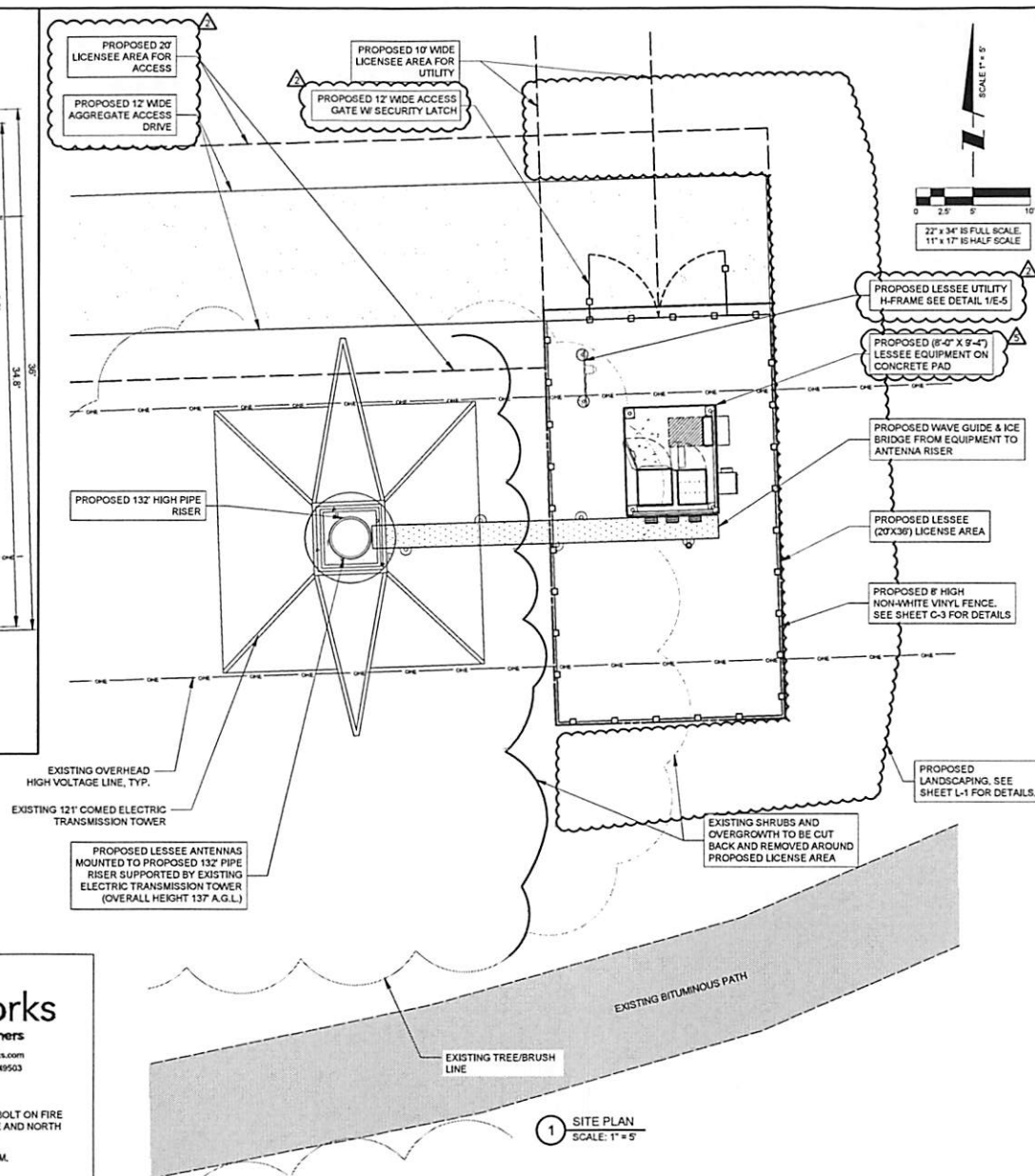
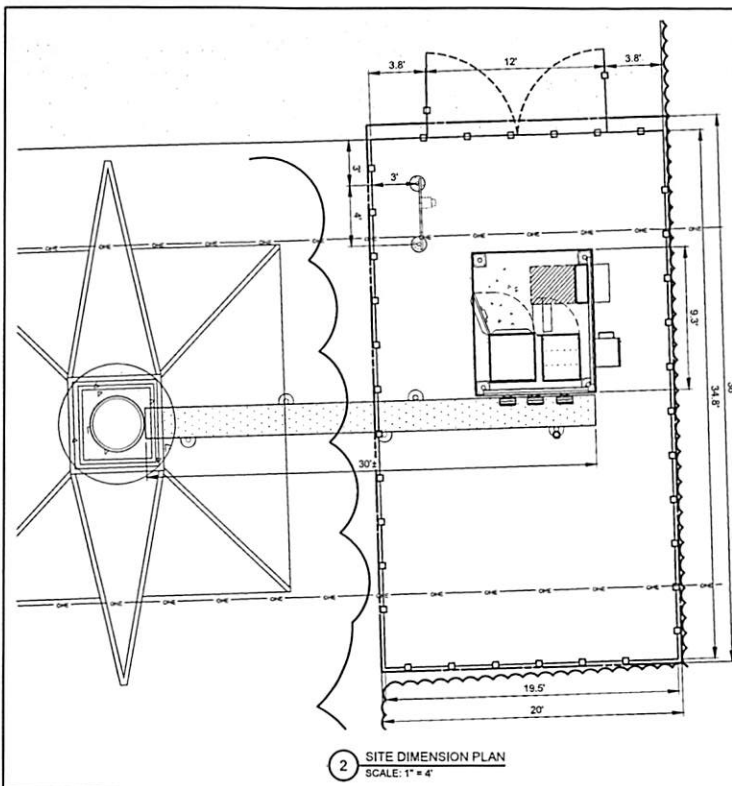
#### License Area for Utilities

A 10.00 foot wide easement in that part of Lot 202 in Evergreen View Orland Park Unit 1, being a subdivision of part of the Southwest 1/4 of Section 2, Township 36 North, Range 12 East of the Third Principal Meridian, City of Orland Park, Cook County, Illinois, as recorded in Document #0010961525, Cook County Records, the centerline of which is described as; Commencing at the the northeast corner of Lot 28 of Villa D'este Subdivision which is also a point on the west line of 84th Avenue (66.00 feet); thence North 01°45'10" West 128.63 feet along said west line; thence South 88°14'50 West 218.02 feet to the southeast corner of a 20.00 foot by 36.00 foot Lessee License Area; thence South 88°15'26" West 20.00 feet; thence North 01°44'34" West 36.00 feet; thence North 88°15'26" East 5.00 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 01°44'34" West 45.41



feet to the south line of 139th Street (40.00 feet) for the place of ending of this centerline description. The sidelines to be lengthened and/or shortened to terminate at angle points at said southerly right of way line.

[illegible]



PLATFORM TYPE: CONCRETE SKID

**PAVEMENT MATERIAL**

**ACCESS ROAD (HATCHED)**

180 S.Y.  
8" COMPACTED AGGREGATE BASE COURSE, CA-4  
MIRAFI 500X SUBGRADE GEOTEXTILE FABRIC OR APPROVED EQUAL

**LEASE SITE**

75 S.Y.  
8" COMPACTED AGGREGATE BASE COURSE, WITH 3/4" CRUSHED AGGREGATE, NO FINES, OR APPROVED EQUAL, MIRAFI 500X SUBGRADE GEOTEXTILE FABRIC OR APPROVED EQUAL  
109 L.F. OF FENCING

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.

SURVEY PERFORMED BY:

**williams&works**  
engineers | surveyors | planners

616.224.1500 phone | http://williams-works.com  
549 Ottawa Ave NW | Grand Rapids, MI 49503

BM#1) ELEV. 696.55  
DESCRIPTION: TOP OF WEST FLANGE BOLT ON FIRE HYDRANT WEST SIDE OF 85TH AVENUE AND NORTH SIDE OF 139TH STREET.

ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM.

**CHICAGO SMSA**  
limited partnership  
dba/ VERIZON WIRELESS



NO	DATE	BY	DESCRIPTION
1	06/21/17	BTE	ADDITION OF LANDSCAPING PLAN
2	07/27/17	JAS	REVISED FOR 3RD PARTY REVIEW
3	08/01/18	RA	UPDATED UTILITIES & REVISED PER REVIEW COMMENTS
4	04/25/18	US	REVISED PER UPDATED POWER ROUTE
5	06/27/18	US	UPDATE WITH THICKENED EDGE SUB DESIGN
6	06/28/18	TJB	ADDITION OF FENCE SURVEY
7	07/16/18	TJB	UPDATE CONDUCTOR CALLOUT

LOC. # 420001

**EVERGREEN VIEW**

8610 W 141ST ST  
ORLAND PARK, IL 60462

DRAWN BY: BTE  
CHECKED BY: TAZ  
DATE: 06/27/17  
PROJECT #: 35-2439

SHEET TITLE  
**ENLARGED SITE PLAN**

SHEET NUMBER

**C-1**

# SURVEYOR'S NOTE

THE PROJECT, LOCATION, SCOPE, AND THE PLANNING IS ILLUSTRATED FROM EXISTING RECORDS AND IS APPROXIMATE. THE SURVEYOR HAS NOT CONDUCTED A FIELD SURVEY. THIS SURVEY WAS PERFORMED ON JANUARY 10, 2019.

## ELEVATION DATUM

ALL ELEVATIONS ARE BASED ON THE DATUM OF THE CHICAGO ELEVATION SYSTEM, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

THE SURVEYOR HAS NOT CONDUCTED A FIELD SURVEY. THIS SURVEY WAS PERFORMED ON JANUARY 10, 2019.

## ZONING DATA

THE ZONING DATA IS BASED ON THE ZONING MAP OF THE CITY OF CHICAGO, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

## LEGEND

THE LEGEND IS BASED ON THE ZONING MAP OF THE CITY OF CHICAGO, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

## PROPRIETOR

THE PROPRIETOR IS THE CHICAGO ELEVATION SYSTEM, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

## FLOOD PLAIN INFORMATION

THE FLOOD PLAIN INFORMATION IS BASED ON THE FLOOD PLAIN MAP OF THE CITY OF CHICAGO, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

## EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

THE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ARE BASED ON THE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS MAP OF THE CITY OF CHICAGO, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

## LEGAL DESCRIPTION

THE LEGAL DESCRIPTION IS BASED ON THE LEGAL DESCRIPTION MAP OF THE CITY OF CHICAGO, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

## LEGAL DESCRIPTION

THE LEGAL DESCRIPTION IS BASED ON THE LEGAL DESCRIPTION MAP OF THE CITY OF CHICAGO, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

## LEGAL DESCRIPTION

THE LEGAL DESCRIPTION IS BASED ON THE LEGAL DESCRIPTION MAP OF THE CITY OF CHICAGO, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

## LEGAL DESCRIPTION

THE LEGAL DESCRIPTION IS BASED ON THE LEGAL DESCRIPTION MAP OF THE CITY OF CHICAGO, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

## LEGAL DESCRIPTION

THE LEGAL DESCRIPTION IS BASED ON THE LEGAL DESCRIPTION MAP OF THE CITY OF CHICAGO, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

## LEGAL DESCRIPTION

THE LEGAL DESCRIPTION IS BASED ON THE LEGAL DESCRIPTION MAP OF THE CITY OF CHICAGO, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

## LEGAL DESCRIPTION

THE LEGAL DESCRIPTION IS BASED ON THE LEGAL DESCRIPTION MAP OF THE CITY OF CHICAGO, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

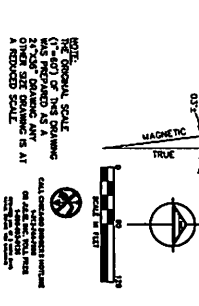
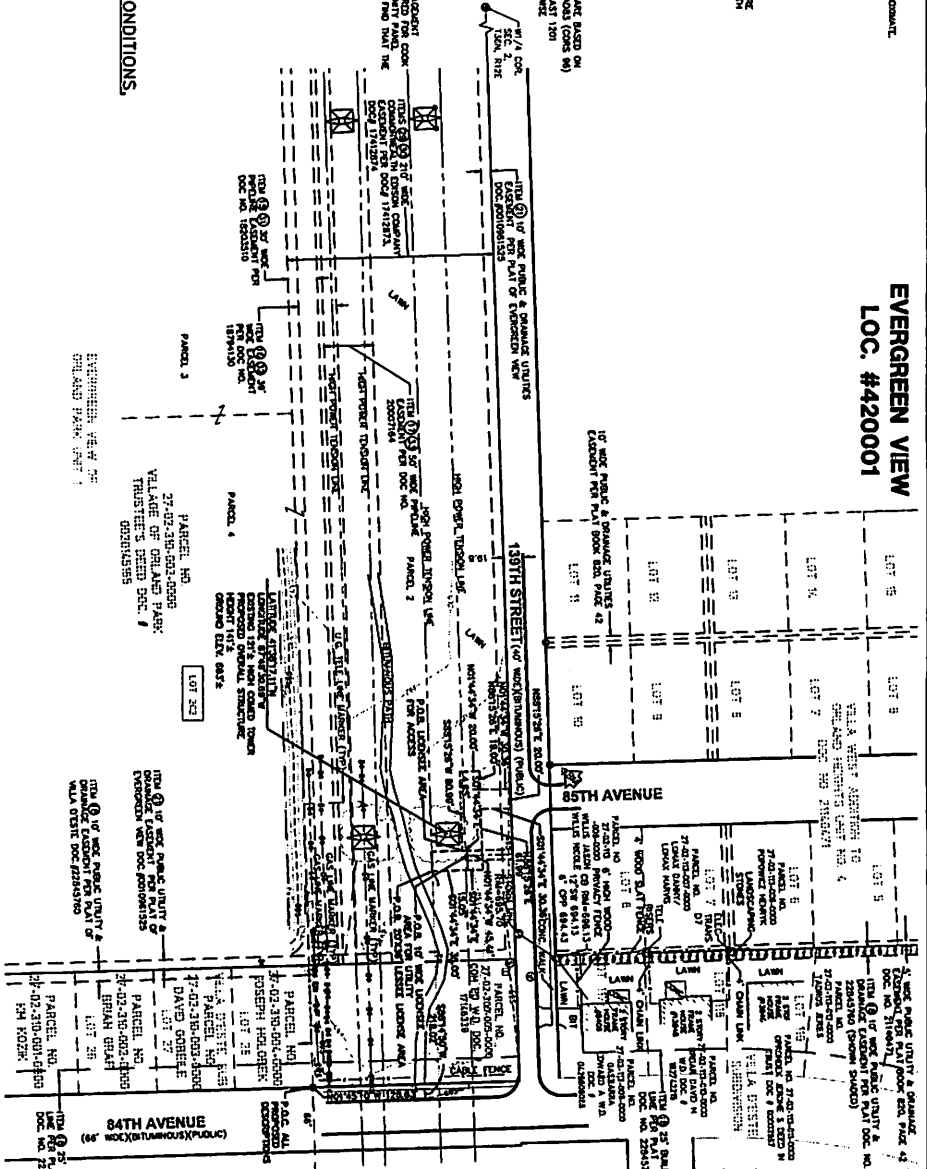
## LEGAL DESCRIPTION

THE LEGAL DESCRIPTION IS BASED ON THE LEGAL DESCRIPTION MAP OF THE CITY OF CHICAGO, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

## LEGAL DESCRIPTION

THE LEGAL DESCRIPTION IS BASED ON THE LEGAL DESCRIPTION MAP OF THE CITY OF CHICAGO, WHICH IS BASED ON THE MEAN SEA LEVEL AT THE PORT OF LONDON.

# EVERGREEN VIEW LOC. #420001



- 1. LOT 1 OF THE PLANNING
- 2. LOT 2 OF THE PLANNING
- 3. LOT 3 OF THE PLANNING
- 4. LOT 4 OF THE PLANNING
- 5. LOT 5 OF THE PLANNING
- 6. LOT 6 OF THE PLANNING
- 7. LOT 7 OF THE PLANNING
- 8. LOT 8 OF THE PLANNING
- 9. LOT 9 OF THE PLANNING
- 10. LOT 10 OF THE PLANNING

1. The City of Chicago, Illinois, is hereby certifying that the platting of this subdivision is in accordance with the provisions of the City of Chicago, Illinois, and that the platting of this subdivision is in accordance with the provisions of the City of Chicago, Illinois.

# CHICAGO SMSA

limited partnership  
dba VERON WIRELESS

## EVERGREEN VIEW

LOC. #420001

Project Manager: Tom Thompson

Project Engineer: Tom Thompson

Project Surveyor: Tom Thompson

Project Designer: Tom Thompson

Project Checker: Tom Thompson

Project Approver: Tom Thompson

Project Date: 10/10/2018

Project Location: 18TH STREET, 84TH AVENUE

Project Area: 18TH STREET, 84TH AVENUE

Project Date: 10/10/2018

Project Location: 18TH STREET, 84TH AVENUE

Project Area: 18TH STREET, 84TH AVENUE

Project Date: 10/10/2018

Project Location: 18TH STREET, 84TH AVENUE

Project Area: 18TH STREET, 84TH AVENUE

Project Date: 10/10/2018

Project Location: 18TH STREET, 84TH AVENUE

Project Area: 18TH STREET, 84TH AVENUE

Project Date: 10/10/2018

Project Location: 18TH STREET, 84TH AVENUE

Project Area: 18TH STREET, 84TH AVENUE

Project Date: 10/10/2018

Project Location: 18TH STREET, 84TH AVENUE

Project Area: 18TH STREET, 84TH AVENUE

Project Date: 10/10/2018

Project Location: 18TH STREET, 84TH AVENUE

