

## **TOWER LEASE**

THIS TOWER LEASE ("Lease") is by and between The Village of Orland Park, an Illinois home rule municipal corporation ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Suite 13-F West Tower, Atlanta, GA 30324 ("Tenant").

### **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 17831 Wolf Rd., Orland Park, Illinois (Water Tower) comprises approximately 2,486 square feet. Tenant's location on the Tower shall be at 142 feet above ground level.

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 date Landlord issues permit (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

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, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Compensation. Compensation to the Village of Orland Park for the use of Village-owned infrastructure and facilities shall follow the fee 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:**

<b>Year</b>	<b>Amount</b>
2014	\$10,129.59 per quarter
2015	\$10,433.46 per quarter
2016	\$10,746.48 per quarter
2017	\$11,068.86 per quarter
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	\$12,831.84 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
3% escalation each year thereafter	

5. Renewal. Tenant shall have the right to extend this Lease for Two (2) additional, five-year terms ("Renewal 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). This Lease will automatically renew for each of the Renewal Terms unless Tenant notifies Landlord in writing of Tenant's intention not to renew

this Lease at least sixty (60) days prior to the expiration of the Initial Term or then-existing Renewal 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), provided any existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant's radio communication activities on the Premises shall not in any way interfere with Landlord's (or that of the Orland Fire Protection District) public services and public safety radio transmissions and communications, provided Landlord operates within its frequencies and in accordance with all applicable laws and regulations. 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 written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease within twenty-four (24) hours after receipt of notice of interference, 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 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, tower and base, 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, subject to any of Landlord's lien rights. All fabrication and penetrations to the Tower should be completed during initial installation to avoid recutting when later improvements are made.

- (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.
- (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. Within one hundred sixty (160) days after the termination or expiration of this Lease, the Premises shall be returned to Landlord in the same condition as it was upon commencement of this Lease, normal wear and tear and casualty excepted. Notwithstanding the foregoing, Tenant will be responsible for the replacement of any trees, shrubs or other vegetation related to this project and related alteration or removal as required the Land Development Code, but will not be required to remove from the Premises or the Property any foundations or underground utilities.

(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. Individual utilities routed across the Property must not penetrate radius established by containment curtain perimeter more than once. 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. Landlord shall diligently correct any variation, interruption or failure of Landlord's municipal utility service.

(d) If deemed by Landlord to be necessary and appropriate, as partial consideration for Rent paid under this Lease, 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 (collectively, "Easement"). Any Easement provided hereunder shall have the same term as this Lease.

(e) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises during the Initial Term of this Lease and any Renewal Term. However, Tenant must obtain a key for entrance from the Village of Orland Park Police Department or Public Works Department. If the Premises are accessed after normal business hours for emergency or other purposes, Tenant must notify Landlord's Public Works Department by the next business day, by contacting the Orland Park Police Department's non-emergency telephone number, i.e. (708) 349-4111.

(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 regarding the Site. The phone number of the responsible Tenant employee/officer is Public Works at 708.403.6350 (during business hours) and the Police Department at 708.349.4111 (off business hours).

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

- (i) Screening Requirement. Ground equipment cabinet enclosures shall be screened using a 100% solid opaque fence of either masonry or non-white vinyl fence. The ground equipment enclosure shall be further screened by native landscaping that is low cost, low maintenance. The Tenant shall be responsible for landscaping maintenance upon project alteration or removal as required by the Land Development Code.
- (ii) Tree Mitigation Bank. The ground equipment enclosure shall either be (i) further screened by native landscaping that is low cost, low-maintenance, or where screening by native landscaping cannot be accommodated (ii) 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 foregoing 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
- (iii) Ground Equipment Shelter. 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;
- (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 provide space within the ground equipment enclosure 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 for impacts to utilities, roads, towers, screening and other infrastructure and services on public property. 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 construction by Tenant of buildings/shelters or cabinet equipment cannot be sited in areas needed for overflow management (water tower "overflow fields" and overflow valves) or site maintenance. Buildings/shelters or cabinet equipment must be 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 must determine that wireless communication cable conditions in each water 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.

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 following the date of termination) as follows:

(a) immediately upon written notice by either party if the other party commits an event of default as defined in Section 17 below;

(b) 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 or

Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) 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;

(d) 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 Rent prepaid by Tenant. If Tenant elects to continue this Lease, then there shall be no abatement of Rent while the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction, unless the Tower is damaged or destroyed through no fault of the Tenant in which case Rent will abate while the Tower is restored. The decision whether or not to restore the Premises, or any part thereof, shall be solely that of Landlord in its discretion. If Landlord determines not to rebuild or restore the Tower, Landlord will notify Tenant of such determination within ninety (90) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm.

#### 9. Taxes.

(a) Tenant shall pay any and all personal property taxes assessed on, or any portion of such taxes directly attributable to, the Antenna Facilities, and likewise Tenant shall pay any and all real property taxes or other fees and assessments attributable to the Property. 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 add such owed amounts paid by the Landlord to the Rent amounts due under this Lease. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30)

days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent such refunds and/or rebates are directly related to the Tenant's occupancy and use of the Premises. Any refunds and/or rebates not related to the Tenant's occupancy or use of the Premises shall belong to Landlord. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not cause the Premises to be assigned a separate tax parcel without the prior written consent of Tenant, which shall not be unreasonably withheld, conditioned or delayed.

(e) In addition to any other rights or remedies of Tenant, Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, provided that (i) Landlord is not in the process of contesting such taxes, and (ii) any further delay will likely result in foreclosure. In the event that Tenant exercises its rights under this Section 9(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant.

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 12 and, in addition, of a copy of any such notices shall be sent to the following address. In the event the Premises become separately assessed, Landlord shall either (i) provide the following address to the taxing



authority for the authority's use in the event the authority needs to communicate with Tenant, or (ii) notify Tenant of the need to do so.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site #: IL0683; Cell Site Name: Orland Park  
Fixed Asset No: 12564815  
575 Morosgo Drive, Suite 13-F West Tower  
Atlanta, Georgia 30324

(g) Notwithstanding anything to the contrary contained in this Section 9, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

#### 10. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of Two Million and no/100 Dollars (\$2,000,000.00). 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 be with a company or companies rated at least A- VII by AM Best and shall provide primary coverage in the event of any claim or loss. Copies of all such endorsements shall be provided to Landlord. Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in this subsection (a), provided that (i) Tenant or any parent company maintains a net worth throughout the term of this agreement of at least \$500,000,000; (ii) Tenant maintains sufficient capital reserves as audited annually by Ernst & Young, or any successor auditing company; (iii) Tenant fulfills its indemnity obligations; and (iv) Tenant satisfies any applicable self-insured retention.

(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.

(a) Tenant agrees to indemnify and hold Landlord, its officers, employees and agents, harmless from claims (including attorneys' fees) arising from Tenant's (including its agents, employees, contractors, licensees or other lessees) installation, use, maintenance, repair or removal of the Antenna Facilities, or any activities on or around the Property by Tenant, its agents, employees, contractors, licensees or other lessees, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

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

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

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

If to Tenant: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: IL0683; Cell Site Name: Orland Park  
Fixed Asset No: 12564815  
575 Morosgo Drive NE, Suite 13-F West Tower  
Atlanta, Georgia 30324

With a copy to: New Cingular Wireless PCS, LLC  
Attn.: Legal Department  
Re: Cell Site #: IL0683; Cell Site Name: Orland Park  
Fixed Asset No: 12564815  
208 S Akard Street  
Dallas, TX 75202-4206

Copy to Landlord: Denise Domalewski  
Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
email: *ddomalewski@orland-park.il.us*

With a copy to Village Attorney:

E. Kenneth Friker, Esq.  
Klein, Thorpe & Jenkins, Ltd.  
15010 S. Ravinia Avenue, Suite 17  
Orland Park, Illinois 60462

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. If the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

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 pursuant to 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.

Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

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. Environmental.

(a) Landlord represents and warrants that, to the best of Landlord's knowledge without investigation or inquiry, (i) the Property, as of the date of this Lease, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for,

payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 16(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Lease or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 16 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 16 will survive the expiration or termination of this Lease.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Landlord.

#### 17. Default.

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

(b) The following will be deemed an event of default by Landlord and a breach of this Lease: (i) Landlord's failure to provide Access to the Premises as required by Section 7 of this Lease within seventy-two (72) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 6 of this Lease within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within thirty (30) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have any and all other rights available to it under law and equity..

18. 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 Circuit Court of 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) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred herein and any Addenda 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.

(j) 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.

(k) 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 and all Renewal Terms. Landlord agrees to comply with all federal, state and local laws, orders, rules and regulations relating to Landlord's ownership and use of the Property and Tower.

(l) Should Tenant remain in possession after the expiration or other termination of the Lease, such occupancy shall be subject to all the terms, covenants and conditions of this Lease, expressly including the right of termination, but the Compensation amount shall be doubled, based on the Compensation to be paid by Tenant for the month immediately preceding the Lease expiration or termination.

(m) If at any time after the date of this Lease, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Compensation payments associated with this Lease ("Income Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Income Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Income Stream Offer and agree in writing to match the terms of the Income Stream Offer. Such writing shall be in the form of a contract substantially similar to the Income Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Compensation payments pursuant to the Income Stream Offer, subject to the terms of this Lease. If Landlord attempts to assign or transfer Compensation payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments

due under this Lease until Landlord complies with this Section. (n) The Antenna Facilities shall be deemed personal property for purposes of this Lease, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Antenna Facilities from time to time in Tenant's sole discretion and without Landlord's consent.

(o) If Landlord, at any time during the Term of this Lease, decides to sell, subdivide or otherwise transfer all or any part of the Premises, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or transfer shall be subject to this Lease and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the following documents to Tenant: (i) instrument of transfer, (ii) new IRS Form W-9, (iii) completed and signed AT&T payment direction form, and (iv) full contact information for the new Landlord including phone number(s). Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease.

(p) As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address. As a condition for access to the property, the Tenant must register with and obtain clearance from the Orland Park police Department and comply with all applicable rules and regulations of the Village Ordinance No. 4851.

The effective date of this Lease is the date of execution by the last party to sign ("Effective Date").

**LANDLORD:**

Village of Orland Park

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation, its Manager

By:\_\_\_\_\_

Name:\_\_\_\_\_

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

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

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

By:\_\_\_\_\_

Name:\_\_\_\_\_

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

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

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



Exhibit A

Attached Hereto and Incorporated Herein

Exhibit B

Attached Hereto and Incorporated Herein

Exhibit C

Attached Hereto and Incorporated Herein

## MEMORANDUM OF LEASE

### Prepared by and Return to:

AT&T Mobility  
c/o: MasTec Network Solutions  
1351 E. Irving Park Road  
Itasca, IL 60143  
Attn.: Lisa T. DiMartino

Re: Cell Site # IL0683; Cell Site Name: Orland Park  
Fixed Asset Number: 12564815  
State: IL  
County: Cook

## MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between The Village of Orland Park, an Illinois home rule municipal corporation, having a mailing address of 14700 South Ravinia Avenue, Orland Park, IL 60462 (hereinafter referred to as “**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324 (hereinafter referred to as “**Tenant**”).

1. Landlord and Tenant entered into a certain Tower Lease (the “**Lease**”) on the \_\_\_\_ day of \_\_\_\_\_, 2014, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Lease.
2. The initial lease term will be five (5) years commencing on the date Landlord issues permit, with two (2) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are

hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**"LANDLORD"**

The Village of Orland Park,  
an Illinois home rule municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF ILLINOIS                    )  
  ) ss:  
COUNTY OF COOK                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

STATE OF ILLINOIS                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

I CERTIFY that on \_\_\_\_\_, 2014, \_\_\_\_\_ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the \_\_\_\_\_ [title] of The Village of Orland Park, the Illinois home rule municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the Illinois home rule municipal corporation and
- (c) executed the instrument as the act of the Illinois home rule municipal corporation.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT 1**

### **DESCRIPTION OF PREMISES**

Page 1 of 3

to the Memorandum of Lease dated \_\_\_\_\_, 2014, by and between The Village of Orland Park, an Illinois home rule municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 0 DEGREES 14 MINUTES 14 SECONDS EAST ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER OF SECTION 32, FOR DISTANCE OF 614.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 14 MINUTES 14 SECONDS EAST ALONG THE SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 32 FOR A DISTANCE OF 150.00 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 210.00 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 150.00 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

The Premises are legally described as follows:

A PARCEL OF LAND FOR LEASE SITE PURPOSES, BEING THAT PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 01 DEGREES 32 MINUTES 03 SECONDS WEST ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER OF SECTION 32, A DISTANCE OF 615.17 FEET (DEED 614.88 FEET); THENCE NORTH 88 DEGREES 37 MINUTES 57 SECONDS EAST, 60.00 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WOLF ROAD WITH THE NORTH RIGHT OF WAY LINE OF STONERIDGE DRIVE; THENCE CONTINUING NORTH 88 DEGREES 37 MINUTES 57 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY OF STONERIDGE DRIVE, 150.07 FEET; THENCE NORTH 01 DEGREES 32 MINUTES 03 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, 94.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 32 MINUTES 03 SECONDS WEST, 55.47 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 57 SECONDS WEST, 55.52 FEET; THENCE SOUTH 15 DEGREES 15 MINUTES 37 SECONDS WEST, 20.65 FEET; THENCE SOUTH 64 DEGREES 07 MINUTES 42 SECONDS EAST, 24.65 FEET; THENCE SOUTH 46 DEGREES 23 MINUTES 57 SECONDS EAST, 12.00 FEET; THENCE SOUTH 28 DEGREES 40 MINUTES 38 SECONDS EAST, 24.63 FEET; THENCE NORTH 71 DEGREES 55 MINUTES 36 SECONDS EAST, 20.67 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,527 SQUARE FEET.



ACCESS EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING THAT PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, FURTHER DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 01 DEGREES 32 MINUTES 03 SECONDS WEST ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER OF SECTION 32, A DISTANCE OF 615.17 FEET (DEED 614.88 FEET); THENCE NORTH 88 DEGREES 37 MINUTES 57 SECONDS EAST, 60.00 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WOLF ROAD WITH THE NORTH RIGHT OF WAY LINE OF STONERIDGE DRIVE, THENCE CONTINUING NORTH 88 DEGREES 37 MINUTES 57 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF STONERIDGE DRIVE, 104.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 03 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, 112.54 FEET; THENCE NORTH 43 DEGREES 08 MINUTES 19 SECONDS EAST, 8.96 FEET; THENCE SOUTH 46 DEGREES 23 MINUTES 57 SECONDS EAST, 12.00 FEET; THENCE SOUTH 43 DEGREES 08 MINUTES 19 SECONDS WEST, 3.93 FEET; THENCE SOUTH 01 DEGREES 32 MINUTES 03 SECONDS EAST, 107.65 FEET TO THE NORTH RIGHT OF WAY LINE OF STONERIDGE DRIVE, THENCE SOUTH 88 DEGREES 37 MINUTES 57 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 12.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,399 SQUARE FEET.

UTILITY EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING THAT PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, FURTHER DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 01 DEGREES 32 MINUTES 03 SECONDS WEST ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER OF SECTION 32, A DISTANCE OF 615.17 FEET (DEED 614.88 FEET); THENCE NORTH 88 DEGREES 37 MINUTES 57 SECONDS EAST, 60.00 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WOLF ROAD WITH THE NORTH RIGHT OF WAY LINE OF STONERIDGE DRIVE; THENCE CONTINUING NORTH 88 DEGREES 37 MINUTES 57 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY OF STONERIDGE DRIVE, 150.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 03 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, 94.53 FEET; THENCE SOUTH 71 DEGREES 55 MINUTES 36 SECONDS WEST, 8.35 FEET; THENCE SOUTH 01 DEGREES 32 MINUTES 03 SECONDS EAST, 92.13 FEET TO THE NORTH RIGHT OF WAY LINE OF STONERIDGE DRIVE; THENCE NORTH 88 DEGREES 37 MINUTES 57 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE, 8.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 747 SQUARE FEET.

CABLE EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR CABLE EASEMENT PURPOSES, BEING THAT PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 01 DEGREES 32 MINUTES 03 SECONDS WEST ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER OF SECTION 32, A DISTANCE OF 615. 17 FEET (DEED 614.88 FEET); THENCE NORTH 88 DEGREES 37 MINUTES 57 SECONDS EAST, 60.00 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WOLF ROAD WITH THE NORTH RIGHT OF WAY LINE OF STONERIDGE DRIVE, THENCE CONTINUING NORTH 88 DEGREES 37 MINUTES 57 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF STONERIDGE DRIVE, 104.17 FEET; THENCE NORTH 01 DEGREES 32 MINUTES 03 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, 112.54 FEET; THENCE NORTH 43 DEGREES 08 MINUTES 19 SECONDS EAST, 8.96 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46 DEGREES 23 MINUTES 57 SECONDS EAST, 10.00 FEET; THENCE SOUTH 43 DEGREES 08 MINUTES 19 SECONDS WEST, 33.61 FEET; THENCE NORTH 46 DEGREES 51 MINUTES 41 SECONDS WEST, 10.00 FEET, THENCE NORTH 43 DEGREES 08 MINUTES 19 SECONDS EAST, 33.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 337 SQUARE FEET.