## **TOWER LEASE**

THIS TOWER LEASE ("Lease") is by and between <u>The Village of Orland Park</u>, an Illinois home rule municipal corporation ("Landlord") and <u>Chicago SMSA Limited Partnership</u>, <u>d/b/a Verizon Wireless</u>, 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 <a href="Exhibit A">Exhibit A</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 <a href="Exhibit B">Exhibit B</a> (collectively referred to hereinafter as the "Premises"). The Premises, located at 15501 Park Station Blvd., Orland Park, Illinois 60462 (Tower 8), comprises approximately 740 square feet. Tenant's location on the Tower shall be at 116 feet above ground level, extending upward no more than ninety-six inches (96").

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

2. <u>Term</u>. 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

Site Name: Rt. 7 & West Atty/Date: GJ

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. <u>Permitted Use</u>. The Premises may be used by Tenant only for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including but not limited to antennas, microwave dishes, equipment shelters and/or cabinets, and related activities.
- 4. <u>Compensation</u>. 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>		Amount	
2018	\$11,400.93	per quarter	
2019	\$11,742.96	per quarter	
2020	\$12,095.25	per quarter	
2021	\$12,458.10	per quarter	
2022	\$12,831.85	per quarter	
2023	\$13,216.80	per quarter	
2024	\$13,613.31	per quarter	
2025	\$14,021.71	per quarter	
2026	\$14,442.36	per quarter	
2027	\$14,875.63	per quarter	
2028	\$15,321.90	per quarter	
2029	\$15,781.55	per quarter	

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2030 $16,255.00 per quarter
2031 $16,742.65 per quarter
2032 $17,244.93 per quarter
2033 $17,762.28 per quarter
2034 $18,295.15 per quarter
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## 3% escalation each year thereafter

- 5. Renewal. This Lease shall automatically be extended for two (2) additional five (5) year terms (each, a "Renewal Term") unless Tenant terminates it at the end of the then current term by giving Landlord written notice of the intent to terminate at least three (3) months prior to the end of the then current term. Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Compensation for each year of a Renewal Term shall be at the rate as set in the schedule above (3% escalation over the previous calendar year). Prior to the expiration of the final Renewal Term, Landlord agrees to enter into good faith negotiations with Tenant to extend the Lease. The Initial Term and all Renewal Terms, if any, shall be collectively referred to herein as the "Term."
- 6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Premises by Landlord, or lessees or licensees of Landlord with rights in the Premises prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Tenant's radio communication activities on the Premises shall not in any way interfere with Landlord's public services and public safety radio transmissions and communications, or the transmissions and communications of the Orland Park Fire Protection District. Similarly, except for necessary (in Landlord's sole discretion) repairs, maintenance and improvements to be performed by Landlord, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference by either party shall be deemed a material breach by the interfering party, who shall, upon telephonic notice from the other, be responsible for terminating said interference. In the event any such interference does not cease within 48 hours following notice to the interfering party via telephone to Tenant's Network Operations Center at (800) 852-2671/(800) 621-2622 or to Landlord at (708) 403-6350, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to

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

## 7. Improvements; Utilities; Access.

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

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

- (c) Tenant shall have the right to install utilities, at such location(s) approved in advance by Landlord, at Tenant's expense, and to improve the present utilities on the Property. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. All invoices for power consumption shall be sent by Landlord to Tenant at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, and shall be provided to Tenant within ninety (90) days following the conclusion of each calendar year (otherwise, Landlord waives the right to collect applicable electrical charges). Landlord shall diligently correct any variation, interruption or failure of Landlord's municipal utility service.
- (d) Landlord shall grant Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease or any Renewal Term (collectively, "Easement"). Any Easement provided hereunder shall have the same term as this Lease. The easements granted in this section shall be limited to those easements described and depicted in the attached Exhibit B.
- (e) Tenant shall have access to the Premises during the Initial Term of this Lease and any Renewal Term in accordance with Title 4, Chapter 8, Section 4-8-7-3 of the Orland Park Village Code as amended by Ordinance No. 4851. Any person representing Tenant seeking access to the Premises must (i) pass a background check conducted by the Village of Orland Park Police Department; (ii) be accompanied by a designated employee of the Landlord's Public Work's

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

- (f) Tenant shall provide 24 hours a day, 7 days a week contact information in the event of any need by the Landlord to communicate with Tenant regarding the Premises. A placard containing contact information must be placed in a prominent place on the Premises. The phone number of the responsible Tenant employee/officer is (800) 852-2671/ (800) 621-2622.
  - (g) In addition, Tenant shall comply with the following requirements:
    - (i.) <u>Screening Requirement</u>. A portion of the ground equipment shall be screened with an 8' tall solid opaque neutral colored vinyl fence of quality material to screen the proposed ground equipment. The ground equipment enclosure shall be further screened by the placement of 14 trees (of an evergreen species within the Spruce family) outside of the existing chain link fence. The Tenant shall be responsible for landscaping maintenance.
    - (ii.) Tree Mitigation Bank. Where screening by native landscaping cannot be accommodated, the Tenant shall pay TWO THOUSAND FIVE HUNDRED AND NO/100 (\$2,500.00) DOLLARS to the Landlord's Tree Mitigation Bank in lieu of the required landscaping. The funds shall be used by the Landlord to plant or maintain trees in Landlord's parkways, parks, open lands, and other public lands and facilities in the same impact fee districts established by the Landlord as the Premises. Notwithstanding the foregoing, the Parties agree and acknowledge that pursuant to Section 7(g)(i) of this Lease and as depicted on Exhibit B attached hereto, screening by native landscaping shall be accommodated by Tenant for its initial installation;
    - (iii.) <u>Ground Equipment Shelter</u>. In the event Tenant uses an equipment shelter or building to house its ground equipment, special use permits which may be issued by the Landlord for ground equipment shelters or buildings shall

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

- (ix.) Maintenance by Landlord. Tenant understands and agrees that Landlord shall be permitted to perform maintenance on the Property and/or the Premises during the Term of this Lease. If maintenance is likely to cause interruption to the operation of Tenant's equipment, Landlord will give Tenant one hundred twenty (120) days prior written notice of the planned maintenance, and Tenant shall make necessary adjustments including removal of Tenant's Antenna Facilities from the Premises on a temporary basis. Landlord agrees that, to the extent feasible, Tenant shall have the right to utilize a mobile facility that does not interfere with the maintenance process and complies with all Village ordinances.
- 8. <u>Termination</u>. Except as otherwise provided herein, this Lease may be terminated, (except that Tenant shall remain liable to Landlord for Tenant's obligations under Sections 4, 5, 6, 9, 10, 11 and 16) as follows:
- (a) upon thirty (30) days written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;
- (b) upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that thirty (30)-day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30)-day period;
- (c) immediately if Tenant notifies Landlord of unacceptable results of any title report prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit, certificate or other approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;
- (d) upon ninety (90) days written notice by Tenant if the Property, Tower or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong. Should Tenant terminate this Lease pursuant to the provisions of this subparagraph 8(d), Tenant shall

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

- (e) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Compensation prepaid by Tenant. If Tenant elects to continue this Lease, and the Premises is damaged or destroyed through no fault of the Tenant, then Compensation will abate while the Premises is restored. The decision whether or not to restore the Premises, or any part thereof, shall be solely that of Landlord in its discretion.
- (f) upon ninety (90) days written notice by Tenant in exchange for two (2) months of the then current Compensation rate by Tenant for any reason at all.
- 9. Taxes. Tenant shall pay any and all personal property taxes, real property taxes, and other fees and assessments assessed on, or any portion of such taxes directly attributable to, the Antenna Facilities. In the event that Tenant fails to pay any such personal or real property taxes or other fees and assessments, Landlord shall have the right, but not the obligation, to pay such owed amounts and demand reimbursement of such owed amounts from Tenant, which reimbursement shall be made by Tenant within sixty (60) days after presentation by Landlord of a receipted bill and/or assessment notice which is the basis for such taxes or charges. Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. Landlord shall reasonably cooperate with Tenant at Tenant's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. In the event that Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

10. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in the amount of Two

Million and no/100 Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage

and Two Million and no/100 Dollars (\$2,000,000.00) general aggregate. Tenant may satisfy this

requirement by obtaining the appropriate endorsement to any master policy of liability insurance

Tenant may maintain. Such policy or policies of insurance shall provide primary coverage in the

event of any claim or loss. Certificates of insurance and blanket additional insured endorsements

shall be provided to Landlord for examination and approval.

(b) To the extent permitted by the insurance carriers affected, Landlord and Tenant hereby

mutually release each other (and their successors or assigns) from liability and waive all right of

recovery against the other for any loss or damage covered by their respective first party property

insurance policies for all perils insured thereunder. In the event of such insured loss, neither

party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Each Party agrees to indemnify and hold the other harmless against

any claim of liability or loss from personal injury or property damage resulting from or arising out

of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or

agents, except to the extent such claims or damages may be due to or caused by the negligence

or willful misconduct of the other Party, or its employees, contractors or agents. The obligations

of Landlord contained in this Section shall not apply to the extent the Landlord has immunity under

Illinois law to the underlying claim.

12. Notices. All notices, requests, demands and other communications hereunder shall be

in writing and shall be deemed given if mailed, certified mail, return receipt requested, or sent for

next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

To Tenant:

Chicago SMSA Limited Partnership

d/b/a Verizon Wireless

180 Washington Valley Road

Bedminster, New Jersey, 07921

Attn: Network Real Estate

10

To Landlord:

Denise Domalewski

Purchasing & Contract Administrator

Village of Orland Park

14700 South Ravinia Avenue

Orland Park, Illinois 60462

email: ddomalewski@orlandpark.org

With a copy to Village Attorney:

E. Kenneth Friker, Esq.

Klein, Thorpe & Jenkins, Ltd.

15010 S. Ravinia Avenue, Suite 10

Orland Park, Illinois 60462

Email: EKFriker@KTJLaw.com

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

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

14. <u>Assignment and Subleasing</u>. 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. <u>Successors and Assigns</u>. 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 <a href="Exhibit C">Exhibit C</a>) 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 <a href="Exhibit A">Exhibit A</a> (the legal description of the Property) and <a href="Exhibit B">Exhibit B</a> (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.
- (i) If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.
- (j) Tenant agrees that Tenant is and shall remain subject to all applicable provisions of state and federal laws and local ordinances now in force or enacted during the Term of this Agreement.

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

LANDLORD:	TENANT:
Village of Orland Park	Chicago SMSA Limited Partnership
	d/b/a Verizon Wireless
	By: Cellco Partnership, its general partner
Ву:	By:
Name:	Name: James R. Martin
Title:	Title: Director - Network Field Engineering
Taxpayer I.D.:	Taxpayer I.D. N/A
Date:	Date: 9/) 5// X

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Director - Network Field Engineering

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## Exhibit A

## **Description of Property**

## PARCEL 1:

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

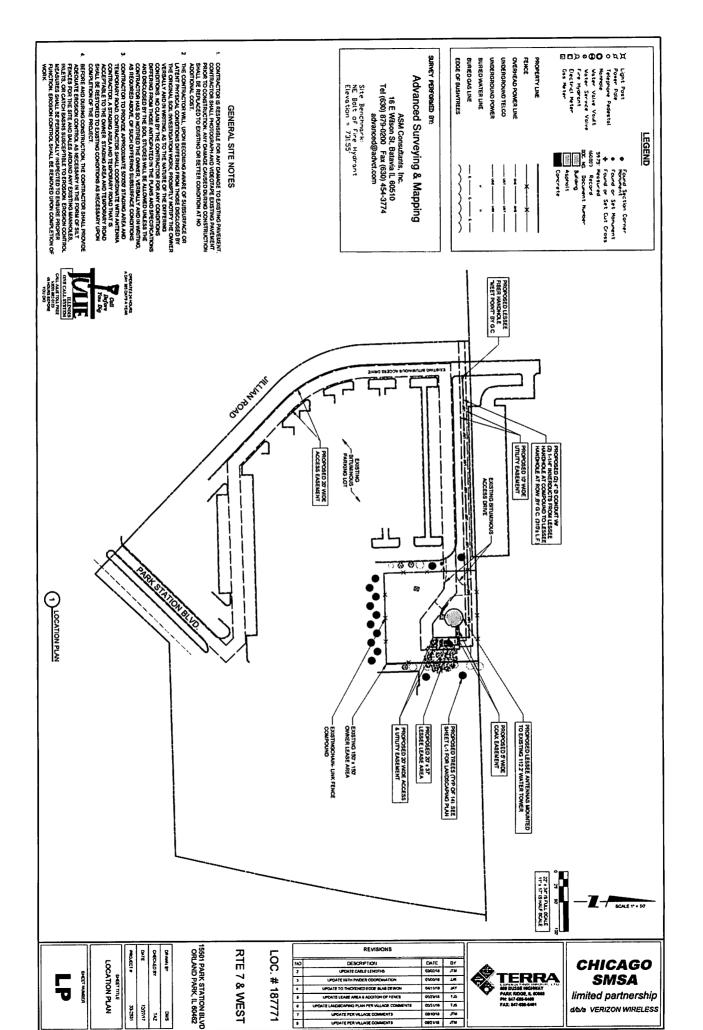
COMMENCING AT THE CENTER OF SAID SECTION 17 AND RUNNING THENCE EAST ALONG THE EAST AND WEST CENTER LINE OF SAID SECTION, A DISTANCE OF 1625 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EAST ALONG THE SAID EAST AND WEST CENTERLINE OF SECTION 17, A DISTANCE OF 150 FEET TO A POINT; THENCE SOUTH AT RIGHT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

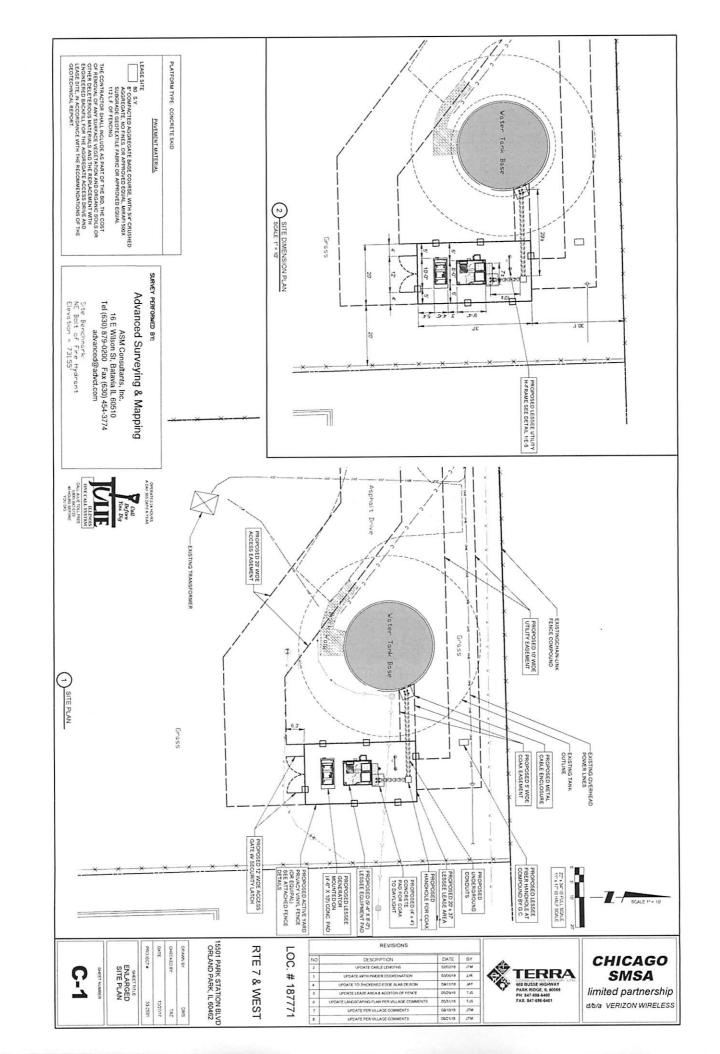
## PARCEL 2:

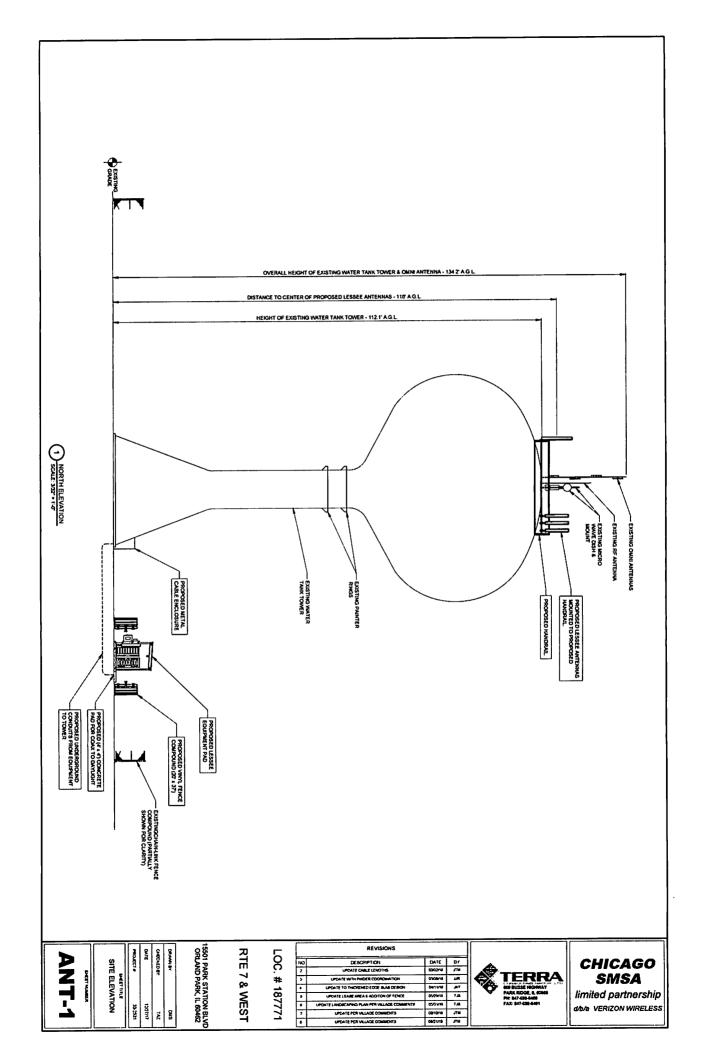
PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST, THIRD PRINCIPAL MERIDIAN, COOK COUNTY. ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

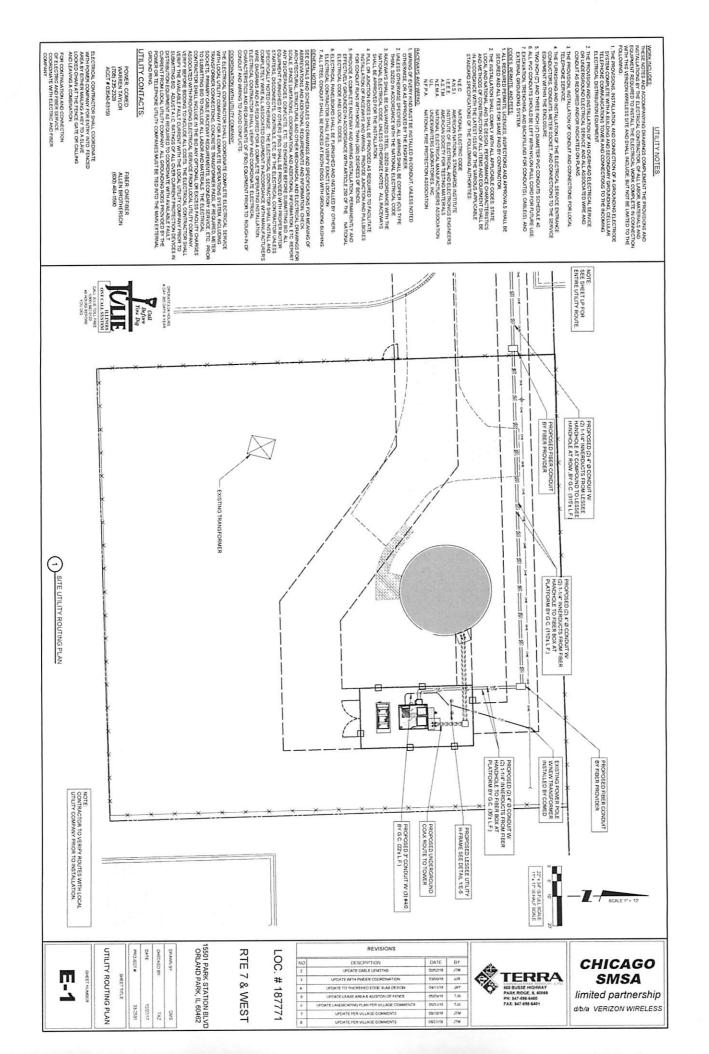
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST, THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 88 DEGREES 33 MINUTES 57 SECONDS WEST, ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, AS MONUMENTED, 439.44 FEET TO THE WESTERLY RIGHT OF WAY OF THE WABASH, ST. LOUIS AND PACIFIC RAILROAD COMPANY AS SHOWN ON MCNUMENTED, 439.44 FEET TO THE WESTERLY RIGHT OF WAY OF THE WABASH, ST. LOUIS AND PACIFIC RAILROAD COMPANY AS SHOWN ON DOCUMENT NUMBER 356991 RECORDED NOVEMBER 3, 1881 AND NOW OCCUPIED, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HERINATER DESCRIBED PARCEL: THENCE SOUTHWESTERLY 518.95 FEET ON SAID WESTERLY RIGHT OF WAY, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 5726.65 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 11 DEGREES 18 MINUTES 22 SECONDS WEST, 518.77 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 57 SECONDS WEST, 355.21 FEET THENCE SOUTH 43 DEGREES 22 MINUTES 28 SECONDS WEST, 165.77 FEET TO THE WESTERLY LINE OF LOT 401 IN HUGUELET'S COLETTE HIGHLANDS SUBDIVISION RECORDED MAY 7, 2004 AS DOCUMENT NUMBER 0412818075; THENCE NORTH 46 DEGREES 37 MINUTES 30 SECONDS WEST, ON SAID WESTERLY LOT LINE, 424.98 FEET TO THE BEGINNING OF A CURVE; THENCE NORTHWESTERLY 173.52 FEET CONTINUING ON SAID WESTERLY LOT LINE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 220.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 01 MINUTES 47 SECONDS WEST, 169.09 FEET; THENCE NORTH 1 DEGREE 26 MINUTES 3 SECONDS WEST, CONTINUING ON SAID WESTERLY LOT LINE, 180.07 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, AS MONUMENTED; THENCE NORTH 88 DEGREES 33 MINUTES 57 SECONDS EAST, 150.00 FEET; THENCE NORTH 1 DEGREE 26 MINUTES 03 SECONDS EAST, 150 FEET; THENCE NORTH 1 DEGREE 26 MINUTES 57 SECONDS EAST, 150.00 FEET; THENCE NORTH 1 DEGREE 26 MINUTES 03 SECONDS, 150 FEET; THENCE NORTH 1 DEGREE 33 MINUTES 57 SECONDS EAST, 150.00 FEET; THENCE NORTH 1 DEGREE 26 MINUTES 03 SECONDS, 150 FEET TO THE NORTH LINE, 379.61 FEET; THENCE NORTH 1 DEGREE 26 MINUTES 03 SECONDS, 150 FEET TO THE NORTH LINE 0F SAID SOUTHEAST QUARTER; THENCE NORTH 1 DEGREE 26 MINUTES 57 SECONDS EAST, 01 SAID NORTH LINE, 379.61 FEET; THENCE NORTH 1 DEGREE 26 MINUTES 57 SECONDS EAST, 01 SAID NORTH LINE, 379.61 NORTH LINE

## Exhibit B Description of the Premises within the Property (See attached)









# GENERAL LANDSCAPE NOTES

- PRUNE NEMY INSTALLED SHRUBS. WORK SHALL BE DONE BY EXPERIENCED PERSONNEL TO THE ACCEPTED HORTICULTURAL AND ARBORICULTURAL STANDARDS. PRUNNOS SHALL RESULT IN A LOOSE OUTLINE CONFORMING TO THE GENERAL SHAPE OF THE SHRUB TYPE. DO NOT USE HEDGE SHEARS.
- ALL PARTING STOCK SHALL BE NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICUL TURAL PRACTICE PLANTS SHALL BE FREE OF DISCASE. INSECTS EQGS, LARIVAE AND DEFECTS SUCH AS KNOTS, SUN-SCALD, INLINEES, ADDRAIGNS ON DISCIPLIANT THEY SHALL HAVE SOUND, HEALTHY MONAGONS AND UNIFORM CROWNTH TYPICAL OF THE SPECIES AND HAVE AND SHALL PORNIAD. FREE FROM IRREGULARIES, WITH THE MINIMUM CUALTY AND SEE CONFORMING TO AMERICAN STANDARD FOR MINIMUM CUALTY AND SEE CONFORMING TO AMERICAN STANDARD FOR
- GUARENTEE WARRANT ALL PLANT MATERIAL TO BE TRUE TO BOTANICAL NAME AND SPECIFIED SIZE AFTER COMPLETION OF PLANTING ALL PLANT MATERIALS SHALL BE WARRANTED ACADEMY DEFECTS, INCLUDING DEATH AND UNSATISFACTIONY GROWTH FOR A WARRANTY PERIOD OF ONE YEAR. THE CONTRACTION WILL NOT BE RESPONSIBLE FOR DEFECTS RESULTING FROM MEGLECT CONTRACTION WILL NOT BE RESPONSIBLE FOR DEFECTS RESULTING FROM DIFFE CONTRACTIONS CONTROL, WHICH RESULT FROM NATURAL CAUSES SUCH AS FLOODS STORMS, FIRES OR VANDALISM. WHICH RESULT FROM NATURAL CAUSES SUCH AS FLOODS STORMS, FIRES OR VANDALISM. WHICH RESULT FROM NATURAL CAUSES SUCH AS FLOODS STORMS, FIRES OR VANDALISM. THE FAMIL ACADEMY CAUSE DEAD, RIN THE OPINION OF THE LANDSCAPE ARCHITECT. IN AU UNITEDATIVE DEAD, IN THE OPINION OF THE LANDSCAPE ARCHITECT. IN AU UNITEDATIVE OR UNSIGHTLY CONDITION. RELECTED PLANT MATERIALS SHALL BE REMOVED FROM THE SITE AT CONTRACTORS EXPERIES REPLACEMENTS ARE TO DE MADE NO LITER THAN THE SUBSEQUENT PLANTING SEASON. RESTORE AREAS DISTURBED BY REPLACEMENT OPERATIONS.
- MULCHING SHALL BE DONE WITHIN 48 HOURS AFTER PLANTING MULCH SHRUB BEDS TO A UNIFORM DEPTH OF THREE INCHES, MULCH SHALL BE CLEAN COMPOSITED PINE BARK MULCH REREE OF FOREIGN WATERIAL AND LARGE PIECES OVER THREE INCHES LONG DO NOT MULCH TREE AND SHRUB PLANTING PITS

5

- TOPSOIL SHALL CONSIST OF FERTILE FRABLE MATURAL LOAM, CONTAINING A UDBERAL, MAIONIT OF HUMIS AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL IT SHALL BE FREE OF ARMIXTURES OF SUBSOIL AND FREE OF CRAB GRASS, ROOTS, STICKS AND OTHER EXTRANEOUS MATTER, AND SHALL NOT BE USED FOR PLANTING OFFEATIONS WHILE IN A FROZEN OR MUDOY
- REPARALT TURF AREAS BY SEEDING SEEDING INSTALLATION SHALL BE EXECUTED OMLY AFTER ALL FINISH GRADINIG HAS BEEN COMPLETED MO SEEDING WORK SHALL BE DONE PAST SEPTEMBER 15, UNLESS APPROVED BY THE OWNERS REPRESENTATIVE.

  SEED MIS SHALL MATCH EXISTING TURF, OR BE A 50:50 MX OF CERTIFIED IMPROVED BLEND OF BLUEGRASS AND CERTIFIED IMPROVED BLEND OF BLUEGRASS AND CERTIFIED IMPROVED BLEND OF BLUEGRASS AND CERTIFIED IMPROVED PERENNAL RYE. MX SHALL BE APPLIED AT A MINIMUM RATE OF 120 POUNDS PER ACRE. FUTERRA BLANKET, OR EDIAL SHALL BE USED FOR BROSION CONTROL MULCH WHERE NECESSARY IN LIEU OF HYDRO MULCH.

T WATER ALL PLANTINGS T GUARANTEE PLANTINGS FOR 1 YEAR

PLANTING BACKFILL -

UNDISTURBED SUBGRADE —

1/2X

1 EVERGREEN TREE PLANTING

AFTER INSTALLATION.
PROPOSED TREES
SHALL BE MAINTAINED
BY PROPERTY OWNER

-TREE ROOT BALL
-SET ORIGINAL GROUN
LINE OF ROOTBALL
AT FINISH GRADE
-REMOVE TOP 1/3
OF BURLAP AND
NYLON ROPE

FINISH GRADE PLANTING BACKFILL 5" MULCH SAUCER TO HOLD WATER BARK MULCH

SYMBOL

BOTANICAL NAME PICEA GLAUCA

COMMON NAME

SIZE

COMMENTS

ORLAND PARK, IL 60462

RTE 7 & WEST

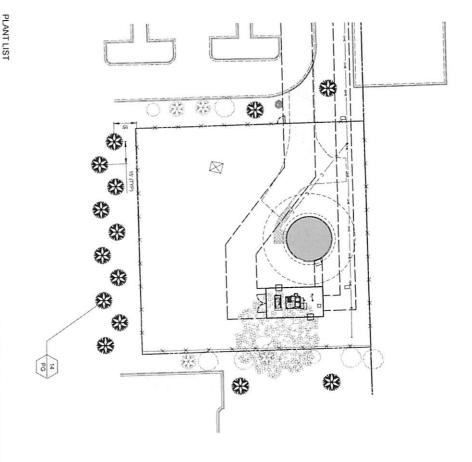
LOC. # 187771

BLACK HILLS SPRUCE (WHITE SPRUCE)

7 QUANTITY

6FT. HT MIN

B & B (BALLED & BURLAPPED)





PLANT QUANTITY
PLANT SYMBOL

REVISIONS JAY
T.S
T.M
JAY
T.S
T.M
JAM
JAM
JAM



**CHICAGO SMSA** limited partnership

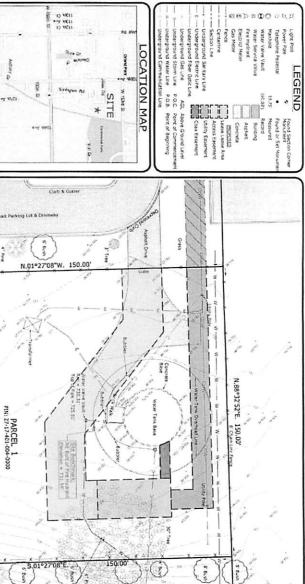
d/b/a VERIZON WIRELESS

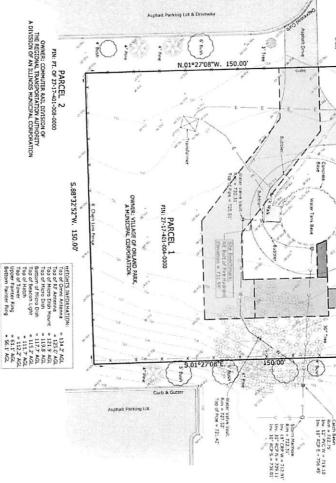
7

LANDSCAPE PLAN

33-2531

12/27/N7 SMO 74.7





THE SURVEYOR EXPRESSES NO OPINION AS TO THE ACCURACY OF MAY UNDERGOUND UTILITIES WHEN NOT READILY VISIBLE FROM THE SURFACE, IT IS RECOMMENDED THAT THE APPROPRIATE GOVERNMENTAL AGENCY, MUNICIPALITY AUD/OR UTILITY COMPANY BE CONTACTED FOR VERIFICATION.

EMENTS AND SETBACKS SHOWN HEREON ARE BASED IN THE RECORDED SUBDIVISION PLAT UNLESS NOTED

SURVEY NOTES

THE PERMANENT PARCEL INDEX NUMBERS FOR THE PROPERTY ENCHMERED BY THE LESSEE LEASE REPLAND EASEMENTS HEREON ARE: (PARCELL ) 27-17-401-004-0000 (PARCEL 2) PART OF 27-17-401-008-0000

THE FLOOD INSURANCE RATE MAP SHONS THAT THE PROPERTY DESCRIBED HEREON IS FALING WITHIN COME Y, ACCORDING TO THE COMMUNITY PANEL MOMERIA 17014 0683.1, YILLAGE OF OBLAND PARK, MAP RUHHERR 17031 (0683). COUNTY, LLINOIS AND INCORPORATED AREAS, MAP REVISED AUGUST 19, 2008.

ED TO BE OUTSIDE THE 0.2%

TOPOGRAPHIC DETAIL

SOURCE BENCHMARK: NGS MONUMENT DESIGNATION - COOS IS PID - AUZ769 - IL / COOK USGS QUAD - MOKENA (1993) ELEVATION = 715' (NAVOB8)

UNDERGROUND UTILITY LOCATE LUCKY LOCATORS (PRIVATE LOCATE)
ORDERED 3/31/2017
MARKED

BENCHMARK INFO



SEE, SHEET L-2 (SHEET 2 OF 4) FOR PARENT PARCELS DETAIL.

SHEET L-3 (SHEET 3 OF 4) FOR LESSEE LEASE AREA AND EASEMENT DETAILS.

AND SHEET L-4 (SHEET 4 OF 4) FOR ALL LEGAL DESCRIPTIONS.

# SURVEYOR'S CERTIFICATE

COUNTY OF KANE STATE OF ILLINOIS SS >

I, CHARLES S. MARSHALL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON, BEING COMPLETED IN THE FIELD ON 4/10/2017 IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION.

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND BOUNDARY AND TOPOGRAPHIC SURVEYS SET FORTH BY ILLINOIS STATE LAW.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF



	CLEAST .	CICENSE EXPINES LIDOR SUIS
NO.	DATE	REVISION
	-	
-	4/10/2017	FIELD SURVEY COMPLETED
2.	4/18/2017	ISSUED PRELIMINARY SURVEY
ų.	1/23/2018	FINAL SURVEY COMPLETED
4	3/28/2018	REVISED ACCESS & UTILITY EASEMENTS PER SEA
y.	4/7/2018	REMOVED ACCESS EASEMENT #1 & UTILITY EASEMENT #3 PER CLIENT
5	5/31/2018	REVISED LESSEE LEASE AREA SIZE PER CLIENT

Rte 7 & West

CHECKED BY: CSM

LOCATION NO.: 187771
PROJECT NO.: 20130862262
15501 PARK STATION BLVD
ORLAND PARK, IL 60462

PROJECT NO. 720600B





INSURANCE COMPANY, AND IDENTIFIED AS FILE ORDER NO. 1401 008454370 D1, EFFECTIVE DATE OF MARCH 13, 2018. EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE

ASM Consultants, Inc. 15 E Wilson St, Batavia II. 60510 Tel (630) 879-0200 Fax (630) 454-3774

advanced@advct.com onal Design Firm #184-006014 expires 4/30/2019

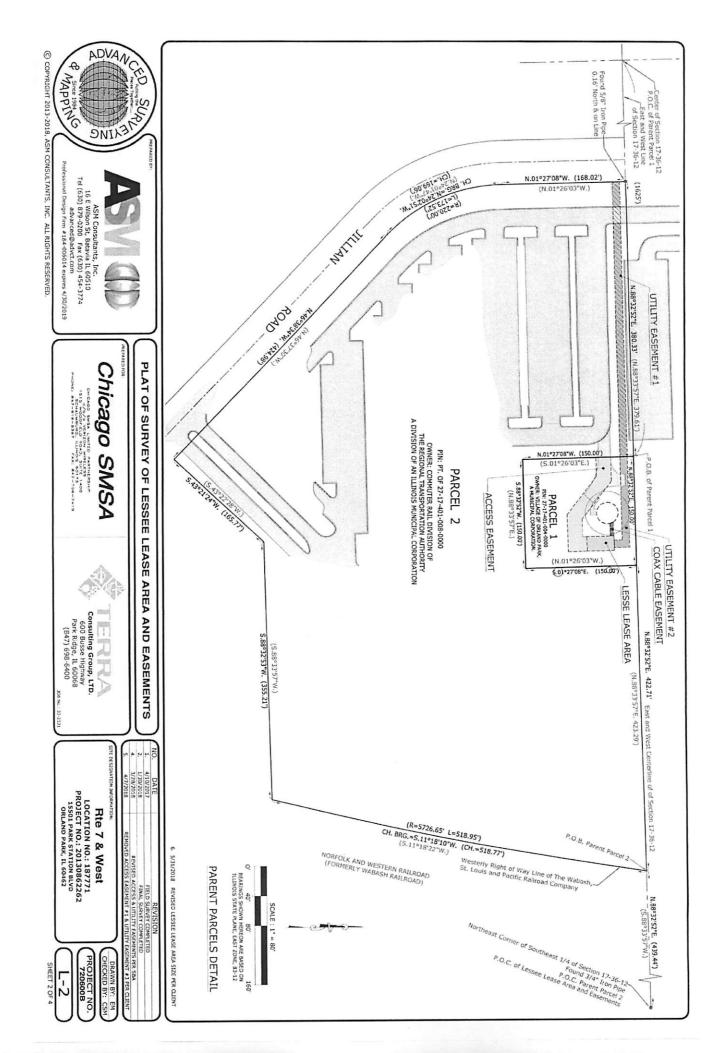
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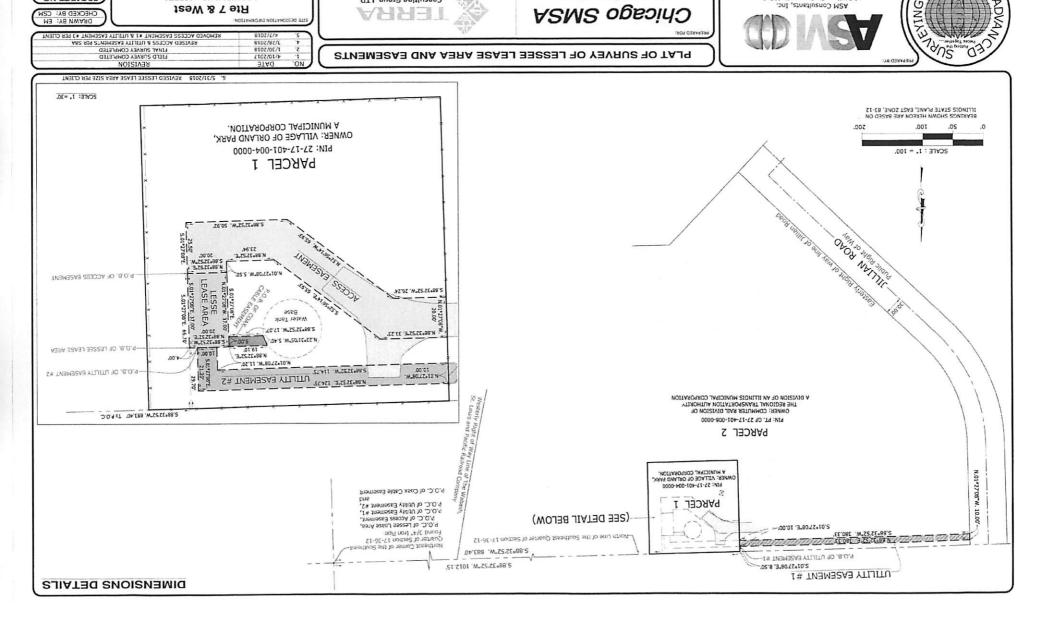
Chicago SMSA CHEAGO SUSA LIMITED PAPPREPRIATE ACTOR OF TRANSPORTED POAG, SUFE, 100
SCHAULBURG, ILLEUSS 6073
SCHAULBURG, TEACHES 6073
4E: 847-819-5307
FAX: 847-708-7415

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

TITA

PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS





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Professional Design Firm #184-006014 expires 4/30/2019

advanced@advct.com

Tel (630) 879-0200 Fax (630) 454-3774

16 E Wilson St, Batavia 1L 60510

ASM Consultants, Inc.

Shines 1984 NO

SHEET 3 OF 4

720600B

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ORLAND PARK, IL 60462

PROJECT NO.: 20130862262

LOCATION NO.: 187771

Rte 7 & West

0049-869 (448)

Park Ridge, IL 60068

600 Busse Highway

Consulting Group, LTD.

## LEGAL DESCRIPTIONS

(CHICAGO TITLE INSURANCE COMPANY, ORDER NO.: 1401 008454370 D1, EFFECTIVE DATE OF MARCH 13, 2018.)

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

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

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

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST, THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 88 DEGREES 33 MINUTES 57 SECONDS WEST, ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, AS MONUMENTED, 439.44 FEET TO THE WESTERLY RIGHT OF WAY OF THE WABASH, ST. LOUIS AND PACIFIC RAILROAD COMPANY AS SHOWN ON DOCUMENT NUMBER 356991 RECORDED NOVEMBER 3, 1881 AND NOW OCCUPIED, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL: THENCE SOUTHWESTERLY 518.95 FEET ON SAID WESTERLY RIGHT OF WAY, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 5726.65 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 11 DEGREES 18 MINUTES 22 SECONDS WEST, 518.77 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 57 SECONDS WEST, 355.21 FEET THENCE SOUTH 43 DEGREES 22 MINUTES 28 SECONDS WEST, 165.77 FEET TO THE WESTERLY LINE OF LOT 401 IN HUGUELET'S COLETTE HIGHLANDS SUBDIVISION RECORDED MAY 7, 2004 AS DOCUMENT NUMBER 0412818075; THENCE NORTH 46 DEGREES 37 MINUTES 30 SECONDS WEST, ON SAID WESTERLY LOT LINE, 424.98 FEET TO THE BEGINNING OF A CURVE; THENCE NORTHWESTERLY 173.52 FEET CONTINUING ON SAID WESTERLY LOT LINE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 220.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 01 MINUTES 47 SECONDS WEST. 199.09 FEET: THENCE NORTH 1 DEGREE 26 MINUTES 3 SECONDS WEST, CONTINUING ON SAID WESTERLY LOT LINE, 168.02 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, AS MONUMENTED; THENCE NORTH 88 DEGREES 33 MINUTES 57 SECONDS EAST, ON SAID NORTH LINE, 379.61 FEET; THENCE SOUTH 1 DEGREE 26 MINUTES 03 SECONDS 6AST, 150 FEET THENCE MORTH 88 DEGREES 33 MINUTES 57 SECONDS EAST, 150.00 FEET; THENCE NORTH 8D DEGREES 33 MINUTES 57 SECONDS EAST, 150.00 FEET; THENCE NORTH 1 DEGREE 26 MINUTES 03 SECONDS, 150 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 33 MINUTES 57 SECONDS EAST, ON SAID NORTH LINE, 423,29 FEET TO THE POINT OF BEGINNING.

## PROPOSED LESSEE LEASE AREA LEGAL DESCRIPTION:

A PARCEL OF LAND FOR LESSEE LEASE AREA PURPOSES BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 32 MINUTES 52 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 883.40 FEET; THENCE SOUTH 01 DEGREE 27 MINUTES 08 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 29.70 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 27 MINUTES 08 SECONDS EAST, 37.00 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 52 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH SAID NORTH LINE, 20.00 FEET; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, 37.00 FEET; THENCE NORTH 88 DEGREES 32 MINUTES 52 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 740.0 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

## PROPOSED ACCESS EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 32 MINUTES 52 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 883.40 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 08 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 66.70 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 27 MINUTES 08 SECONDS EAST, 25.50 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 52 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 50.92 FEET; THENCE NORTH 52 DEGREES 56 MINUTES 14 SECONDS WEST, 65.91 FEET; THENCE SOUTH 80 DEGREES 32 MINUTES 52 SECONDS WEST, 26.24 FEET; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, 20.06 FEET; THENCE NORTH 80 DEGREES 27 MINUTES 52 SECONDS EAST, 33.23 FEET; THENCE SOUTH 52 DEGREES 56 MINUTES 14 EAST, 65.93 FEET; THENCE NORTH 80 DEGREES 32 MINUTES 52 SECONDS EAST, 23.94 FEET; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, 5.50 FEET; THENCE NORTH 88 DEGREES 32 MINUTES 52 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,971.9 SQUARE FEET OR 0.068 ACRES, MORE OR LESS.

## PROPOSED COAX EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR COAX EASEMENT PURPOSES BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 32 MINUTES 52 COMPRENCING AT THE RUNKTHAST CORRECTOR SAID SOUTHEAST QUAKTER; THERE SOLT HERCE SOUTH OF DEFINITIONS SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUAKTER, 883.40 FEET, THERCE SOUTH OF DEFENSE OF SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 29.70 FEET; THERCE SOUTH 80 DEGREES 37 MINUTES 52 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THERCE SOUTH OF THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THERCE SOUTH OF THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THERCE SOUTH OF THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THERCE SOUTH OF THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THERCE SOUTH OF THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THERCE SOUTH OF THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THERCE SOUTH OF THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THERCE SOUTH OF THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THERCE SOUTH OF THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THERCE SOUTH OF THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THERCE SOUTH OF THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THERCE SOUTH OF THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THERCE SOUTH OF THE PROPERTY OF THE PROP DEGREES 27 MINUTES 08 SECONDS EAST, 5.00 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 52 SECONDS WEST, 17.07 FEET; THENCE NORTH 23 DEGREES 31 MINUTES 52 SECONDS WEST, 5.40 FEET; THENCE NORTH 88 DEGREES 32 MINUTES 52 SECONDS EAST, 19:10 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 90.4 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

## PROPOSED UTILITY EASEMENT #1 LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 32 MINUTES 52 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 1012.15 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 08 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.50 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 27 MINUTES 08 SECONDS EAST, 10:00 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 52 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH SAID NORTH LINE, 380.33 FEET TO THE EASTERLY RIGHT OF WEST LINE OF JILLIAN ROAD: THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, ALONG SAID LINE, 10.00 FEET; THENCE NORTH 88 DEGREES 32 MINUTES 52 SECONDS EAST, PARALLEL TO THE AFOREMENTIONED NORTH LINE, 380.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,803.3 SQUARE FEET OR 0.087 ACRES, MORE OR LESS.

## PROPOSED UTILITY EASEMENT #2 LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER: THENCE SOUTH 88 DEGREES 32 MINUTES 52 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 883.40 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES OB SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 29.70 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 52 SECONDS WEST, 4.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 32 MINUTES 52 SECONDS WEST, 10:00 FEET; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, 11:20 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 52 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH SAID NORTH LINE, 114:75 FEET: THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, 10.00 FEET; THENCE NORTH 88 DEGREES 32 MINUTES 52 SECONDS EAST, PARALLEL WITH THE AFOREMENTIONED NORTH LINE, 124.75 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 08 SECONDS EAST, 21.20 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,359.5 SQUARE FEET OR 0.031 ACRES, MORE OR LESS.

6. 5/31/2018 REVISED LESSEE LEASE AREA SIZE PER CLIENT



ASM Consultants, Inc. 16 E Wilson St, Batavia IL 60510 Tel (630) 879-0200 Fax (630) 454-3774 advanced@advct.com

Professional Design Firm #184-006014 expires 4/30/2019

PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

Chicago SMSA



600 Busse Highway Park Ridge, IL 60068 (847) 698-6400

JOB No.: 33-253

NO.	DATE	REVISION
1.	4/10/2017	FIELD SURVEY COMPLETED
2.	1/30/2018	FINAL SURVEY COMPLETED
4.	3/28/2018	REVISED ACCESS & UTILITY EASEMENTS PER SBA
5.	4/7/2018	REMOVED ACCESS EASEMENT ≠1 & UTILITY EASEMENT ≠3 PER CLIENT

SITE DESIGNATION INFORMATION

Rte 7 & West

**LOCATION NO.: 187771** PROJECT NO.: 20130862262 15501 PARK STATION BLVD ORLAND PARK, IL 60452

CHECKED BY: CSM PROJECT NO. 720600B -4

SHEET 4 OF 4

# Exhibit C Memorandum of Lease (See attached)