

SITE NAME: Green Oaks West  
SITE NUMBER:  
ATTY/DATE: GJ – MNM

## WATER TOWER LEASE AGREEMENT

This Agreement, made this 10<sup>th</sup> day of July, 2018, between County of Lake, a body politic, and corporation of the State of Illinois, with its principal mailing address of 18 North County Street, Waukegan, Illinois 60085, Tax ID# 36-6006600, hereinafter designated LESSOR and Chicago SMSA Limited Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", to be constructed by LESSOR and located at 27505 N. Thorntree Road, Mundelein, Illinois 60060, Lake County, Illinois, as shown on the Tax Map of Lake County as Parcel Nos. 10-27-200-003 and being further described in the Warranty Deed recorded on February 3, 1969 as Document No. 1409465 in the Office of the Lake County Recorder (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right-of-way extending from the nearest public right-of-way, Thorntree Road, to the Land Space and a separate ten (10) foot wide utility easement; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto. All construction and/or installation activities by the LESSEE shall be subject to the review and approval by the LESSOR's Public Works Director, which approval cannot be unreasonably withheld, conditioned or delayed. LESSEE shall be solely responsible for the entire cost of all construction and installation expenses associated with its use of the Premises and the contents and equipment located thereon, including non-exclusive use of Tower structure, electricity, water, heat, data lines or any other entities used by LESSEE on the Premises. All construction and installation



activities shall be reviewed and approved by the LESSOR's Public Works Director and shall be performed in a good and workmanlike manner.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

Prior to the initial installation, and for any equipment replacement after the initial installation, LESSEE shall provide to LESSOR plans and specifications for the construction and installation of any equipment which shall be mounted on the Tower or installed in the Tower, and engineering studies which shall demonstrate that any such installation or construction shall not affect the structural integrity of the Tower. LESSEE shall be solely responsible for the cost of such studies. If required, LESSEE shall provide to Lessor: construction schedule, plans and specifications for construction and installation of any equipment which shall be mounted, constructed, and/or installed on the Water Tower and the Premises. In addition, LESSEE shall procure and pay any fees associated with any and all Federal, County and Local permits, approvals and licenses necessary to construct and/or operate and maintain the facilities.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Thirty-Six Thousand and 00/100 Dollars (\$36,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.



b. The County represents that it owns the water tower and the land on which it stands, and possesses access rights to it. The County also represents that it has authority under 55 ILCS 5/5-1005 to enter into this lease. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver any accrued rental payments as directed by LESSOR.

c. LESSEE may use the Right of Way and Further Right of Way for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the local utility provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. LESSEE shall arrange and pay for the local utility provider to install a separate electrical service and meter, and shall be fully responsible for all electrical costs arising as a result of that separate service. At no time shall Lessee use any electrical services other than those for which it pays.

4. EXTENSIONS. This Agreement shall automatically be extended for two (2) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least sixty (60) days prior to the end of the then current term. Each of the Lessee's Renewal Terms shall be on the same terms and conditions herein.

5. EXTENSION RENTALS. The annual rental during each renewal term of this Agreement shall be equal to one hundred ten percent (110%) of the annual rental for the immediately preceding lease term.

6. INTENTIONALLY OMITTED.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be



construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE 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 LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE'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 LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, provided that LESSEE obtains permits and other approvals for any replacement equipment or added or additional equipment installed after the initial installation is complete. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each



Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall 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.

10. INSURANCE.

a. LESSEE will maintain at its own cost;

- i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

b. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment.



LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR. Any payments shall be made consistent with the provisions of the Local Government Prompt Payment Act (55 ILCS 505/1 *et seq.*).

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

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

In the event that LESSOR obtains any structural analysis reports with respect to the Tower, LESSOR agrees to supply LESSEE with copies of the same within a promptly after completion.

Upon request of the LESSOR, LESSEE agrees to, at Lessee's own cost, relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days' written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location at LESSEE's own cost and expense; and
- f. Notwithstanding the foregoing, the Parties acknowledge and agree that LESSEE shall



have no obligation to pay rent during any such Temporary Relocation period beginning on the date that is 90 days after receipt of notice from LESSOR and ending on the date that. LESSEE is permitted to return to its original location.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. In the event LESSEE does not remove its equipment and improvements within such ninety (90) day time period, the Agreement shall continue on the same terms and condition, and such tenancy shall be deemed a month-to-month tenancy and shall pay Rent in the amount of one hundred percent (100%) of the then current rate, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. INTENTIONALLY OMITTED.



19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located, and any lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's



assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: County of Lake Public Works Department  
650 W. Winchester Rd.  
Libertyville, Illinois 60048  
Attention: Director of Public Works

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

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

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on



all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it



shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default (which means after the notice-and-cure period described directly above), the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE. Any payments shall be made consistent with the provisions of the Local Government Prompt Payment Act (55 ILCS 505/1 *et seq.*).

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (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 which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not



completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including,



without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”). LESSEE shall, in respect to the condition of the Premises and at LESSEE’s sole cost and expense, comply with (a) all Laws relating solely to LESSEE’s specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signature Page to Follow]



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

**LESSOR:**

County of Lake, a body politic, and  
corporation of the State of Illinois

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

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

Its: \_\_\_\_\_

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

**LESSEE:**

Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless

By: Cellco Partnership, its General Partner

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

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

Its: \_\_\_\_\_

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

\_\_\_\_\_  
WITNESS  
\_\_\_\_\_

\_\_\_\_\_  
WITNESS  
\_\_\_\_\_



**Exhibit A**

**Legal Description of the Premises within the Property**



**Exhibit B**

**Lessee's Proposed Equipment**



**Exhibit C**

**Survey of the Premises within the Property**











LEGAL DESCRIPTIONS

PARENT TRACT LEGAL DESCRIPTION:

(WARRANTY DEED DOCUMENT 1409465, RECORDED FEBRUARY 3, 1969)  
THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN:  
  
BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER, 632.58 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 160 FEET; THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 256.53 FEET; THENCE SOUTHWESTERLY 163.01 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 287.99 FEET WEST OF THE PLACE OF BEGINNING; THENCE EAST ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 287.99 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PROPOSED LESSEE LEASE AREA LEGAL DESCRIPTION:

A PARCEL OF LAND FOR LESSEE LEASE AREA PURPOSES BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
  
COMMENCING AT THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED BY WARRANTY DEED, DOCUMENT NO. 1409465, RECORDED FEBRUARY 3, 1969 IN SAID LAKE COUNTY; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL, 123.13 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 34.40 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 55 MINUTES 29 SECONDS WEST, 20.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 31 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 31 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING.  
  
CONTAINING 600.0 SQUARE FEET OR 0.014 ACRES.

PROPOSED ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR ACCESS AND UTILITY EASEMENT PURPOSES BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
  
COMMENCING AT THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED BY WARRANTY DEED, DOCUMENT NO. 1409465, RECORDED FEBRUARY 3, 1969 IN SAID LAKE COUNTY; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL, 123.13 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 34.40 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 55 MINUTES 29 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PARCEL, 55.58 FEET; THENCE SOUTH 53 DEGREES 09 MINUTES 09 SECONDS WEST, 9.87 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 29 SECONDS WEST, 136.18 FEET; THENCE SOUTH 47 DEGREES 20 MINUTES 06 SECONDS WEST, 45.79 FEET TO THE SOUTH LINE OF SAID PARCEL (SAID LINE ALSO BEING THE NORTHERLY TERMINATION OF THORNTREE ROAD); THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST, ALONG SAID LINE, 29.55 FEET; THENCE NORTH 47 DEGREES 20 MINUTES 06 SECONDS EAST, 16.23 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PARCEL, 135.03 FEET; THENCE NORTH 53 DEGREES 09 MINUTES 09 SECONDS EAST, 9.87 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST, 48.94 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 31 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET TO THE POINT OF BEGINNING.  
  
CONTAINING 8,133.2 SQUARE FEET OR 0.187 ACRES.

PROPOSED UTILITY EASEMENT #1 LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
  
COMMENCING AT THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED BY WARRANTY DEED, DOCUMENT NO. 1409465, RECORDED FEBRUARY 3, 1969 IN SAID LAKE COUNTY; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL, 123.13 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 34.40 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 55 MINUTES 29 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 31 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 26.90 FEET TO A LINE 10.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID PARCEL; THENCE SOUTH 89 DEGREES 55 MINUTES 29 SECONDS WEST, ALONG SAID LINE, 241.54 FEET TO THE WEST LINE OF SAID PARCEL; THENCE SOUTH 10 DEGREES 57 MINUTES 15 SECONDS WEST, ALONG SAID LINE, 10.19 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST, ALONG SAID SOUTH LINE, 287.99 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, ALONG THE EAST LINE OF SAID PARCEL, 10.00 FEET TO A LINE 10.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 55 MINUTES 29 SECONDS WEST, ALONG SAID LINE, 34.49 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 31 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 26.90 FEET TO THE POINT OF BEGINNING.  
  
CONTAINING 600.0 SQUARE FEET OR 0.014 ACRES.

PROPOSED UTILITY EASEMENT #2 LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
  
COMMENCING AT THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED BY WARRANTY DEED, DOCUMENT NO. 1409465, RECORDED FEBRUARY 3, 1969 IN SAID LAKE COUNTY; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL, 123.13 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 34.40 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 29 SECONDS WEST, 20.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 8.00 FEET; NORTH 00 DEGREES 04 MINUTES 31 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST, 8.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 31 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING.  
  
CONTAINING 240.0 SQUARE FEET OR 0.006 ACRES.

PROPOSED COAX EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR COAX EASEMENT PURPOSES BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
  
COMMENCING AT THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED BY WARRANTY DEED, DOCUMENT NO. 1409465, RECORDED FEBRUARY 3, 1969 IN SAID LAKE COUNTY; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL, 93.13 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 34.40 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 29 SECONDS WEST, 6.01 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 5.78 FEET; THENCE NORTH 22 DEGREES 40 MINUTES 53 SECONDS WEST, 29.12 FEET; THENCE NORTH 67 DEGREES 19 MINUTES 07 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 4.00 FEET; THENCE SOUTH 22 DEGREES 40 MINUTES 53 SECONDS EAST, 30.78 FEET TO THE POINT OF BEGINNING.  
  
CONTAINING 119.8 SQUARE FEET OR 0.003 ACRES.



PREPARED BY:



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 LEASE AREA AND EASEMENTS

PREPARED FOR:

Chicago SMSA

CHICAGO SMSA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS  
1515 WOODFIELD ROAD, SUITE 1400  
SCHAUMBURG, ILLINOIS 60173  
PHONE: 847-619-5397 FAX: 847-706-7415



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

JOB No.: 33-2894

NO.	DATE	REVISION
1.	2/13/2018	FIELD SURVEY COMPLETED
2.	4/17/2018	FINAL SURVEY COMPLETED

SITE DESIGNATION INFORMATION:

FREMONT SE  
LOCATION No.: 269245  
PROJECT No.: 20130915556  
27505 N. THORNTREE ROAD  
MUNDELEIN, IL 60060

DRAWN BY: EM  
CHECKED BY: CSM

PROJECT NO.  
720710

L-3

SHEET 3 OF 3