



City Council Memorandum

To: Mayor Manier & City Council
From: Jim Culotta, City Administrator
Date: 3/20/17
Re: Ordinance: Verizon Water Tower Cellular Lease

SUMMARY

Last year, staff was approached by Verizon to install cellular equipment on top of our water tower on 911 Drive. This opportunity was discussed at the November 21st Finance & Personnel Committee meeting, December 12th Committee of the Whole, and the February 20th City Council meeting. Some minor changes have since been made to the originally proposed lease documents due to Staff and City Attorney review and negotiation with Verizon.

Highlights of the agreement include the following:

- Initial term of 10 years
- Automatic extensions for up to 4 additional 5 year terms
- Annual Rent of \$2,000/month with an annual rent increase of 3% over previous year
- Verizon to remove previously abandoned Nextel tower equipment & shelter

RECOMMENDATION

Staff recommends approval of the attached lease documents.

ATTACHMENTS

- I. Ordinance
- II. Memorandum of Water Tower Lease Agreement
- III. Water Tower Lease Agreement

ORDINANCE NO. _____

Synopsis: The following ordinance would approve and authorize the execution of a water tower lease agreement and a memorandum of water tower lease agreement between the City of Washington and Cellco Partnership d/b/a Verizon Wireless.

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A WATER TOWER LEASE AGREEMENT AND A MEMORANDUM OF WATER TOWER LEASE AGREEMENT BETWEEN THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS AND CELLCO PARTNERSHIP (d/b/a VERIZON WIRELESS)

WHEREAS, the City of Washington owns a water tower located at 216 N. Main Street and wishes to lease space on the tower and also a 20' x 36' parcel of land at the base of the tower to Cellco Partnership (d/b/a Verizon Wireless) for cellular equipment; and

WHEREAS, the City of Washington shall receive monthly rent payments in exchange for the lease of space and land to Cellco Partnership (d/b/a Verizon Wireless); and

WHEREAS, the initial lease term is for ten (10) years and also includes the option for automatic extensions for up to four (4) additional five (5) year terms; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, ILLINOIS, as follows:

Section 1. That both the Water Tower Lease Agreement and the Memorandum of Water Tower Lease Agreement between the City of Washington, Tazewell County, Illinois, and Cellco Partnership (d/b/a Verizon Wireless), copies of which are attached hereto, and the same is hereby approved.

Section 2. That the Mayor and City Clerk of the City of Washington be, and hereby are authorized, empowered and directed to enter into and execute said agreements on behalf of the City of Washington in substantially the form of the document attached hereto, and to make, execute and deliver any and all documents necessary for the effectiveness thereof.

Section 3. That this Ordinance shall be in full force and effect from and after its final passage by the City Council of the City of Washington, Tazewell County, Illinois.

PASSED AND APPROVED in due form of law at a regular meeting of the City Council of the City of Washington, Tazewell County, Illinois, on the _____ day of _____, 2017.

Ayes: _____

Nays: _____

Mayor

ATTEST:

City Clerk

WATER TOWER LEASE AGREEMENT

This Agreement, made this ____ day of _____, 20__, between the City of Washington, an Illinois municipal corporation with its principal offices located at 301 Walnut Street, Washington, Illinois 61571, hereinafter designated LESSOR and Celco 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", located at 216 N. Main Street, Washington, IL 61571 (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 20' x 36' parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment skid and cabinets; 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 (20) foot wide right-of-way extending from the nearest public right-of-way, N. Main Street, to the Land Space; and together with a five (5) foot wide right-of-way (the "Coax Right 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 Coax Right of Way are substantially described in Exhibit "A", attached hereto and made a part hereof, and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Coax Right 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. 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. LESSEE shall remove the existing equipment shelter located at the Premises prior to installing LESSEE's equipment.

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 ten (10) 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 Twenty-Four Thousand Dollars (\$24,000.00) 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 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st 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. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any

assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or via email to livebills@ecova.com. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for up to four (4) additional five (5) year terms unless either party terminates it at the end of the then current term (initial term or a renewal term) by giving the other party written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the total annual rent for the previous lease year.

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. 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 and 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, 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 (i) the material breach of any representation or warranty made by a Party in this Agreement; (ii) the failure to perform or observe any of the Party's obligations under this Agreement, or (iii) the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents. In the event that any legal proceedings shall be instituted or any claim or demand shall be asserted by any person in respect of which indemnification may be sought under the provisions of this Agreement, the party seeking indemnification (the "Indemnified Party") shall, to the extent of its knowledge thereof, provide written notice of the commencement of such proceedings or the assertion of such claim or demand to other party from whom it is seeking indemnification (the "Indemnifying Party"). The Indemnifying Party shall have the right to direct, through counsel of its own choosing, the defense or settlement of any such claim or proceeding at its own expense. If the Indemnifying Party elects to assume the defense of any such claim or proceeding, the Indemnified Party may in its sole discretion elect to participate in such defense, but in such case the expenses of the Indemnified Party related to its participation shall be paid by the Indemnified Party. If the Indemnifying Party shall fail to defend in a timely manner or, if after commencing or undertaking any such defense, shall fail to prosecute, or shall withdraw from such defense, the Indemnified Party shall have the right to undertake the defense or settlement thereof, at the Indemnifying Party's expense. Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), agree to a settlement of any such claim or proceeding unless such settlement (a) includes an unconditional release of the relevant Indemnified Parties, (b) is solely monetary in nature, and (c) does not include a statement as to, or an admission of fault, culpability or failure to act on or behalf of an Indemnified Party.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. LESSOR and LESSEE each agree that it will include the other Party as an additional insured as their interest may appear under this Agreement.

c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

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. Beginning on the annual anniversary of the Commencement Date that is on or after January 1, 2022, notwithstanding anything to the contrary contained herein and 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 on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the

LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

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.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to 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. LESSOR 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 with all costs for the same being paid by LESSOR.

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. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, 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. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) 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, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of

the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

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.

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: City of Washington
301 Walnut Street
Washington, Illinois 61571

LESSEE: Cellco 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. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. 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, 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, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

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.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE'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 results from any: a) failure by LESSEE to comply with any applicable legal requirement governing environmental or industrial hygiene matters, except to the extent that any such non-compliance is caused by LESSOR; and b) any environmental or industrial hygiene conditions to the extent resulting from the activities of LESSEE. LESSEE shall not be responsible for any existing environmental conditions, including any contamination, which existed prior to the date of this Agreement or for any environmental conditions or contamination to the extent not caused by LESSEE or those acting on its behalf.

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.

[Remainder of Page Intentionally Left Blank]

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

LESSOR:

City of Washington

WITNESS

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

WITNESS



By: 
Name: Jacques Vallier
Title: Executive Director – Network Field
Engineering
Date: 3-9-17

Exhibit "A"

(Legal Description of Premises within Property)

**LEGAL DESCRIPTION
PROPOSED 20' x 36' LEASE TRACT
720 SQ. FT. ±**

A 20 FOOT BY 36 FOOT LEASE TRACT AND UTILITY EASEMENT BEING A PART OF SUBLOT O AND SUBLOT J OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 90°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING, CONTAINING 720 SQUARE FEET, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

**LEGAL DESCRIPTION
PROPOSED 5' WIDE COAX EASEMENT**

A 5 FOOT WIDE COAX UTILITY EASEMENT BEING A PART OF SUBLOT O OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 18.50 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE TO BE DESCRIBED; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 6.35 FEET; THENCE SOUTH 55°-30'-00" EAST, A DISTANCE OF 8.86 FEET TO THE TERMINUS OF SAID CENTERLINE, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

**LEGAL DESCRIPTION
PROPOSED 20' WIDE INGRESS, EGRESS & UTILITY EASEMENT**

A 20 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT BEING A PART OF SUBLOT O, SUBLOT P AND SUBLOT J OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 90°-00'-00" WEST, A DISTANCE OF 36.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 79.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 203.13 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE SOUTH 01°-17'-20" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRE, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

**LEGAL DESCRIPTION
EXISTING PARENT PARCEL**

(PER TITLE COMMITMENT NUMBER 11525570, DATED AUGUST 15, 2016)

ALL THOSE PARCELS OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC# 362789, DOC# 436442 AND DOC# 441519, AND ALL THAT PARCEL OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AND ALL THAT PARCEL OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 375209.

Exhibit “B”

(Lessee’s Permitted Equipment)

See attached.



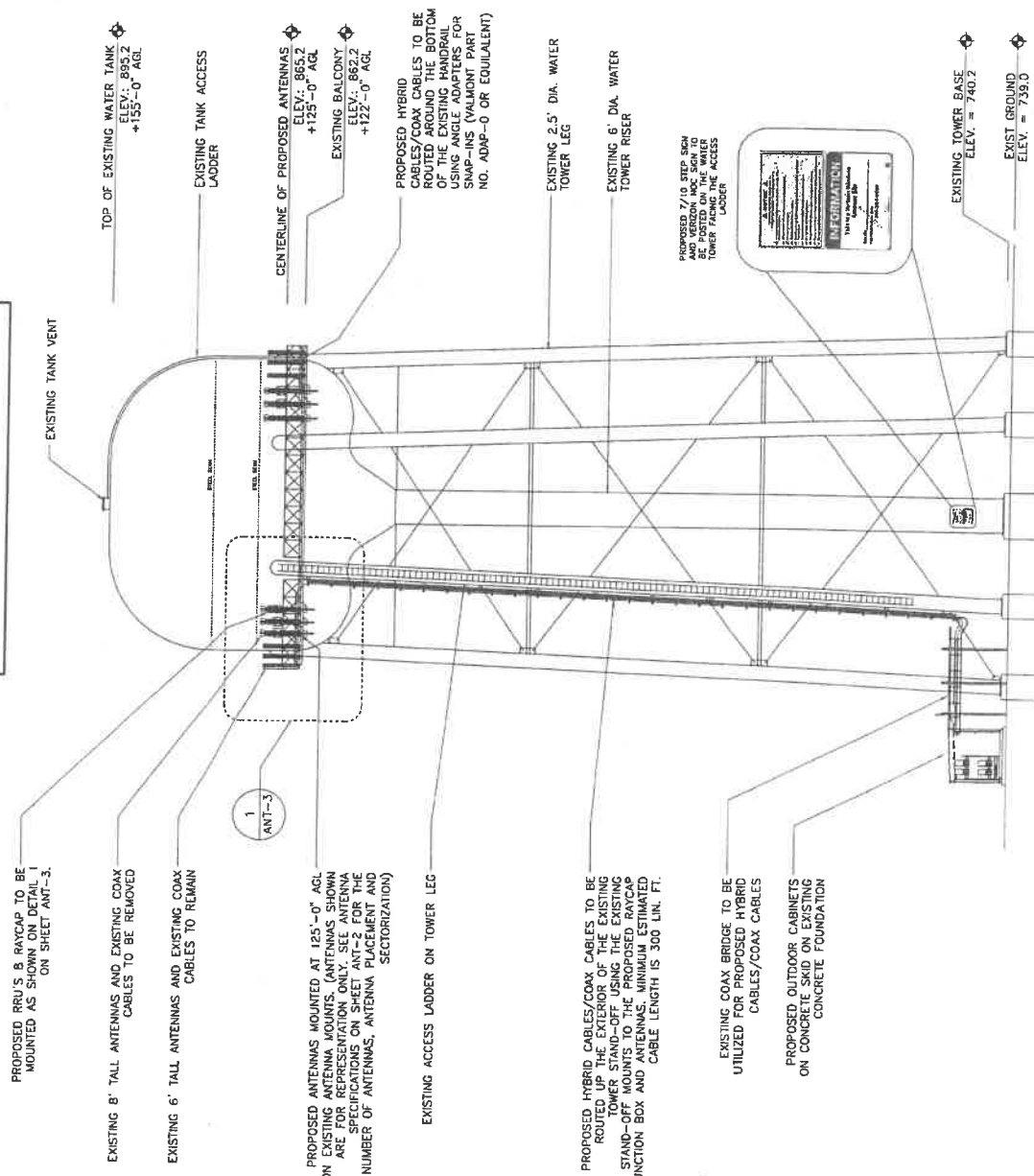
THE PROPOSED EQUIPMENT SKID HAS BEEN OBTAINED BY DRAWINGS FROM FIBERBOND AS A PRE-ASSEMBLED SKID. REFER TO FIBERBOND DRAWING NO. D10667 FOR REQUIRED FIELD WORK ASSEMBLY AND FURTHER DETAILS.

2

1

JOB NUMBER
8816-26-03-148-03

ALL COAX CABLES, BRACKETS, MOUNTS AND HARDWARE SHALL BE PAINTED TO MATCH THE EXISTING WATER TOWER. SEE PAINT SPECIFICATIONS ON SHEET PS-1.



- NOTES:**
1. VERIFY EACH CABLE LENGTH, ROUTING AND ALL MOUNTING APPURTENANCES WITH OWNER PRIOR TO ORDERING.
 2. THE MINIMUM CABLE LENGTH HAS BEEN ESTIMATED AT 300 FEET EACH WITH A MINIMUM CABLE LENGTH OF 10 FEET. CABLE LENGTH IS APPROXIMATE AND IS NOT TO BE USED FOR CONSTRUCTION. ACTUAL CABLE LENGTHS MAY VARY FROM ESTIMATED MINIMUM LENGTH AND MUST BE VERIFIED.
 3. TAG ALL MAIN CABLES (LABELLED ACCORDING TO SPECS) AT FOUR (4) LOCATIONS:
 - A. 10 TAG ON THE BOTTOM 1/2" JUMPER COMING FROM THE LUGGING EQUIPMENT
 - B. 10 TAG ON THE BOTTOM MAIN LINE AT PLATFORM NEAR THE MAIN CONNECTOR
 - C. 10 TAG ON THE TOP MAIN LINE NEAR THE MAIN CONNECTOR
 - D. 10 TAG ON THE TOP 1/2" JUMPER NEAR THE MAIN CONNECTOR
 4. CONTRACTOR TO AFFIX TAGS ON THE MAIN CABLES USING A MORE PERMANENT METHOD THAN TIE WRAPS. CONTACT CONSTRUCTION MANAGER FOR SUFFICIENT METHODS.
 5. IN THE EVENT OVERLAPERS AND/OR OTHER EQUIPMENT IS ADDED INTO THE SYSTEM, TAGGING WILL BE CHANGED FROM NOTE 3. CONTACT CONSTRUCTION MANAGER FOR SUFFICIENT METHODS.
 6. EACH COAX SHALL BE SUPPORTED COLLUM GRIP (CHINESE FINGER GRIP) HUNG FROM A 1-HOOK AT TOP OF TOWER. (10' ABOVE FOR LATTICE TOWER).
 7. EACH COAX SHALL BE GROUNDING AT THREE (3) LOCATIONS:
 - A. TOWER PLATFORM OR FRAME
 - B. TOWER LEG
 - C. OUTSIDE EQUIPMENT PLATFORM UNDER ROOF CHIMNEY
 8. CABLES TO BE SUPPORTED EVERY 5'-0" ON PLATFORM OR FRAME WITH STAINLESS STEEL HANGERS.
 9. COAXIAL CABLES TO BE SUPPORTED EVERY 10' WITH STAINLESS STEEL HANGERS.
 10. ANTENNA CONTRACTOR RESPONSIBLE FOR FABRICATION ENCLOSURE JUMPELERS. COAX TYPE WILL BE AN75-50 AIR FOAM DIELECTRIC CABLE FROM ANDREW TO REPLACE THE CURRENT 1/2" CABLE.
 11. THE CONTRACTOR SHALL USE PVC CONNECTORS ONLY. NO ANDREW CONNECTORS SHALL BE USED.

CONTRACTOR TO USE EXTREME CAUTION TO AVOID ELECTRICAL SHOCKS AND OTHER UTILITY AREAS. A JABLE LOCATE MUST BE CONDUCTED PRIOR TO ANY EARTHWORK ACTIVITY.

ELEVATION - LOOKING NORTH
NOT TO SCALE

CELLCO
VERIZON WIRELESS
REAL ESTATE MANAGER:
ERROL OUTREACH
SCHAMBERLIN
OFFICE: (847) 706-7893
CONSTRUCTION MANAGER:
RON PAULY
200 TECHNOLOGY DRIVE
WILSON SPRING, MO 63304
OFFICE: (636) 793-9278

CUS
CONSOLIDATED LAND SURVEYING
1300 W. CHAMBERLAIN DR. STE. 700
PO BOX 14005
ST. LOUIS, MO 63113
PHONE: 314-897-3434
FAX: 314-897-3433
REGISTERED SURVEYORS IN MO, ILL, AND INDIANA

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PROPOSED BY:	DATE:
1	10-06-15
2	11-09-15

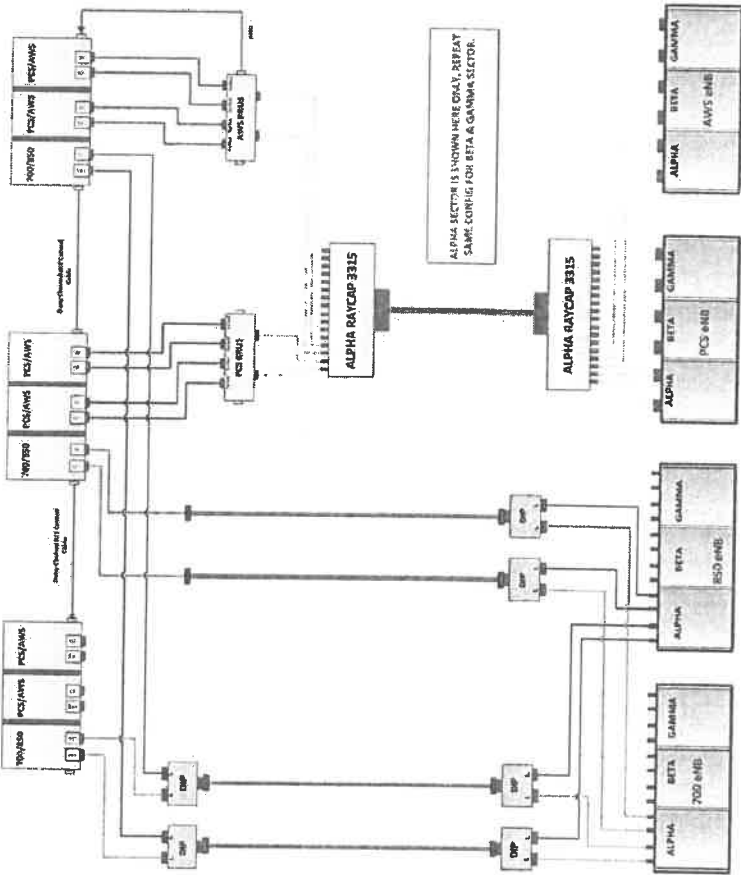
SITE NAME:
DT WASHINGTON

SHEET NAME
TOWER ELEVATION AND NOTES

SHEET NUMBER
ANT-1

JOB NUMBER
9816-26-03-118-03

Passive Components		Proposed		Component		Action	
Location	Manufacturer	Part Number	Description	Quantity	Unit	Status	
						Current	Future
Top [Platform]	Andrew	CN74-0F-4-D0B	Resistor 10K 1/4W	6	Resistor	Current	Future
Top [Platform]	Raychem	RM200-315-P4-48	Resistor 315 1/4W	4	Resistor	Current	Future
Top [Platform]	Ericsson	RM100-17-4WS	Resistor 17 1/4W	3	Resistor	Current	Future
Top [Platform]	Ericsson	RM100-22-P03	Resistor 22 1/4W	3	Resistor	Current	Future
Bottom [Platform]	Raychem	RM200-315-P4-48	Resistor 315 1/4W	1	Resistor	Current	Future
Bottom [Platform]	Andrew	CN74-0F-4-D0B	Resistor 10K 1/4W	12	Resistor	Current	Future
Sprocket		Core Manufacturer	Type	Size	Count	Current	Future
Alpha			1 1/2"	1 1/2"	4	Current	Future
Beta			1 1/2"	1 1/2"	4	Current	Future
Gamma			1 1/2"	1 1/2"	4	Current	Future
Delta			1 1/2"	1 1/2"	4	Current	Future
AVS	AVS	AVS	AVS	1 1/2"	3	Current	Future



ANTENNA LINE/PLATFORM SCHEMATIC

2

TOURNEY NOTES:-

1. COAX LADDER OR BRACKETS WILL NEED TO BE PROVIDED AND INSTALLED BY GENERAL CONTRACTOR
2. IT IS THE INSTALLING CONTRACTORS RESPONSIBILITY TO VERIFY ALL ANTENNA INFORMATION AGAINST FINAL RADIO
ENGINEERING PLAN PROVIDED BY OTHERS.

ANTENNA SCHEDE E

NOT TO SCALE

**CELLCO
PARTNERSHIP, D.B.A.
VERIZON WIRELESS**

REAL ESTATE MANAGER:
ERROL OUTRISING
1315 EAST WOODFIELD RD.,
SCHLAUMBURG, IL 60173
OFFICE: (847) 706-7995

CONSTRUCTION MANAGER:
IRON PAULY
500 TECHNOLOGY DRIVE
2ND FLOOR
WELDON SPRING, MO 63304
OFFICE: (636) 793-9278

5

CONSOLIDATED LAND SURVEYORS
500 W. COMMERCE DR., STE. 700
PEORIA, ILLINOIS 61615
**LAND SURVEYORS
AND PROFESSIONAL ENGINEERS**
PHONE: 309-692-3434
FAX: 309-692-3433

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Cengage Learning

10-10-18

SITE NAME: DT WASHINGTON

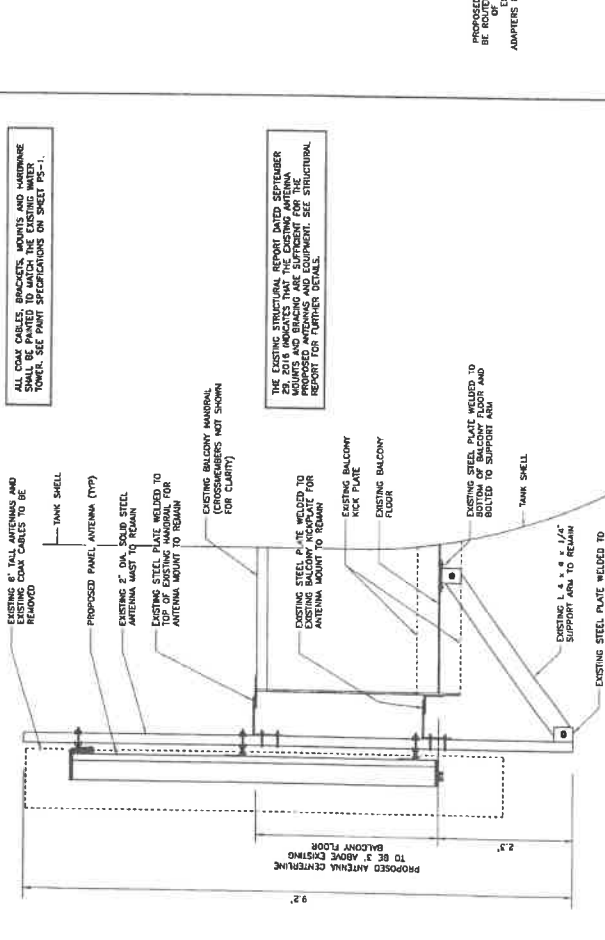
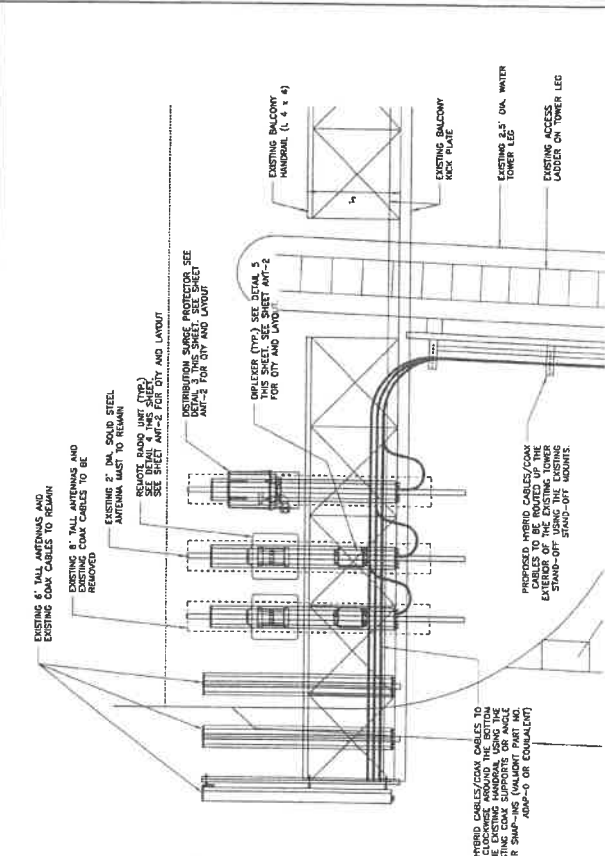
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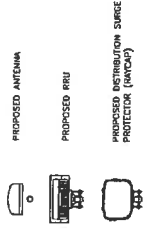
JOB NUMBER
816-26-03-14B-03

JOB NUMBER
9816-26-03-148-03



SUPPORT ARM	2	1
MAST POLE MOUNTING		ANTENNA & EQUIPMENT MOUNTING
NOT TO SCALE		NOT TO SCALE

LEGEND



APPROXIMATE HYBRID CABLE LENGTHS:
118 L.F. FROM PROPOSED GAMMA SECTION RAYCAP TO BETA SECTION
80 L.F. FROM PROPOSED GAMMA SECTION RAYCAP TO ALPHA SECTION
122 L.F. FROM PROPOSED GAMMA SECTION RAYCAP TO BETA SECTION

- NOTES:
1. THIS DRAWING IS FOR SCHEMATIC AND LAYOUT PURPOSES ONLY.
 2. FINAL ANTENNA LAYOUT PENDING STRUCTURAL ANALYSIS OF TOWER BY STRUCTURAL ENGINEER. COMMENCEMENT OF WORK SHALL BEGIN PRIOR TO CONFIRMATION OF ADEQUATE TOWER AND MOUNT CAPACITY.
 3. C.C. TO VERIFY ANTENNA SPECIFICATIONS PRIOR TO BEGINNING ANTENNA WORK.
 4. REFER TO SHEET ANT-2 FOR DETAILS ON PROPOSED RF CONFIGURATION.
 5. REFER TO SHEET ANT-3 FOR INSTALLATION REQUIREMENTS OF ANTENNAS AND EQUIPMENT.
 6. C.C. TO ORIENT & PLACE THE PROPOSED RAYCAP JUNCTION BOX CLOSEST TO THE HYBRID CABLE ROUTE.

CLS

CONSOLIDATED LAND SURVEYING
1300 N. CONGRESS RD. SUITE 200
POMONA, CALIFORNIA 91768
LAND SURVEYORS
AND PROFESSIONAL ENGINEERS
PHONE: (909) 861-2333
FAX: (909) 861-2335
WWW.CLSURV.COM
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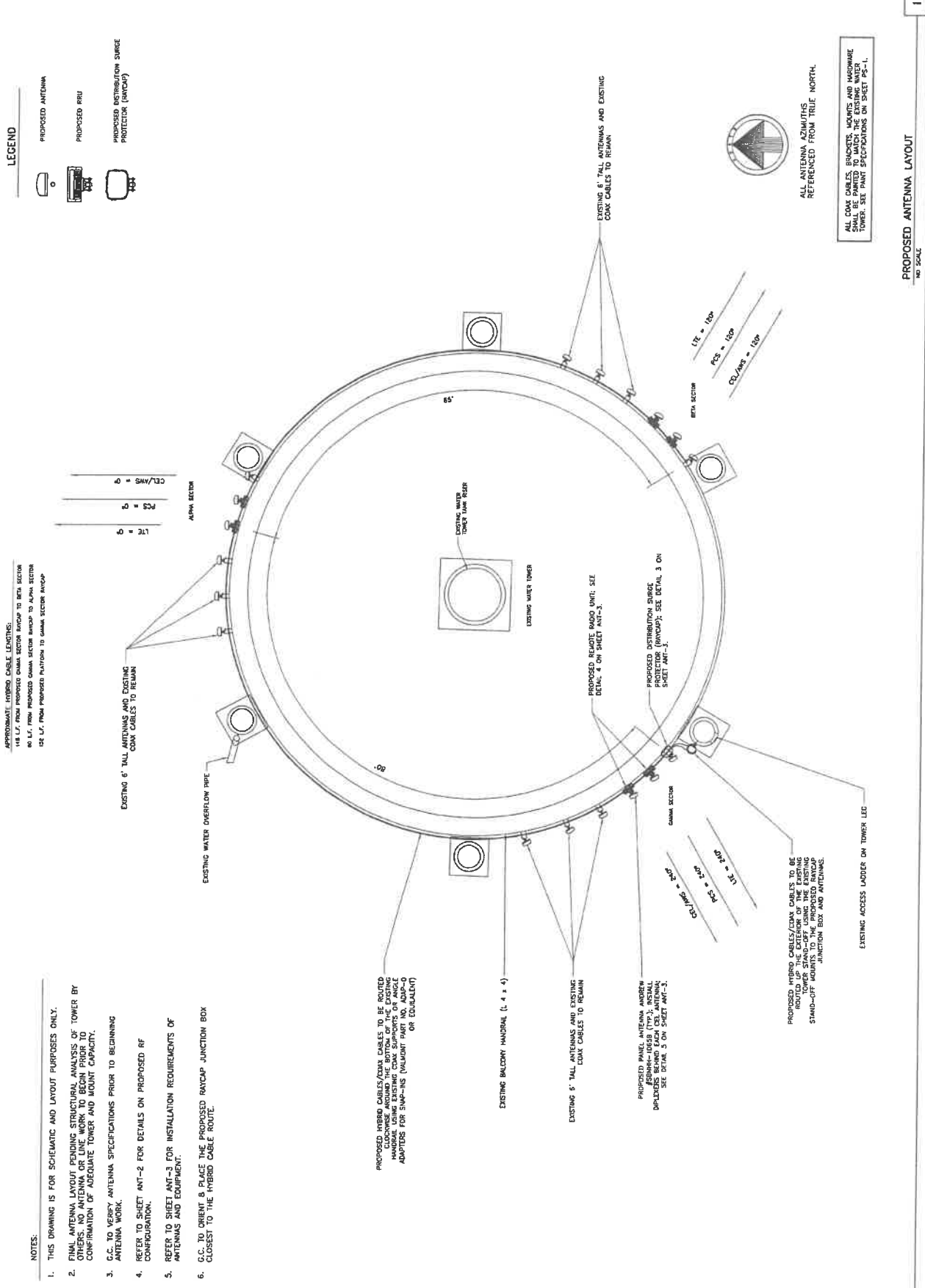
PREPARED BY: JRM	DATE: 10-16-16

SITE NAME:
DT WASHINGTON

SHEET NAME
ANTENNA INFORMATION

SHEET NUMBER
ANT-4

JOB NUMBER
9816-26-03-146-03



PROPOSED ANTENNA LAYOUT
1/8" SCALE

Exhibit "C"

(Survey)

See attached.

CONSOLIDATED LAND SURVEYING, INC.
CONSULTANT LAND SURVEYING
 1300 N. COMMERCE DR. STE. 700
 FORT WORTH, TEXAS 76104
 PHONE: (817) 335-2434
 FAX: (817) 335-2433
 HOURS: MONDAY - FRIDAY 9:00 AM - 5:00 PM
 SATURDAY 9:00 AM - 12:00 PM
 SUNDAY 12:00 PM - 5:00 PM

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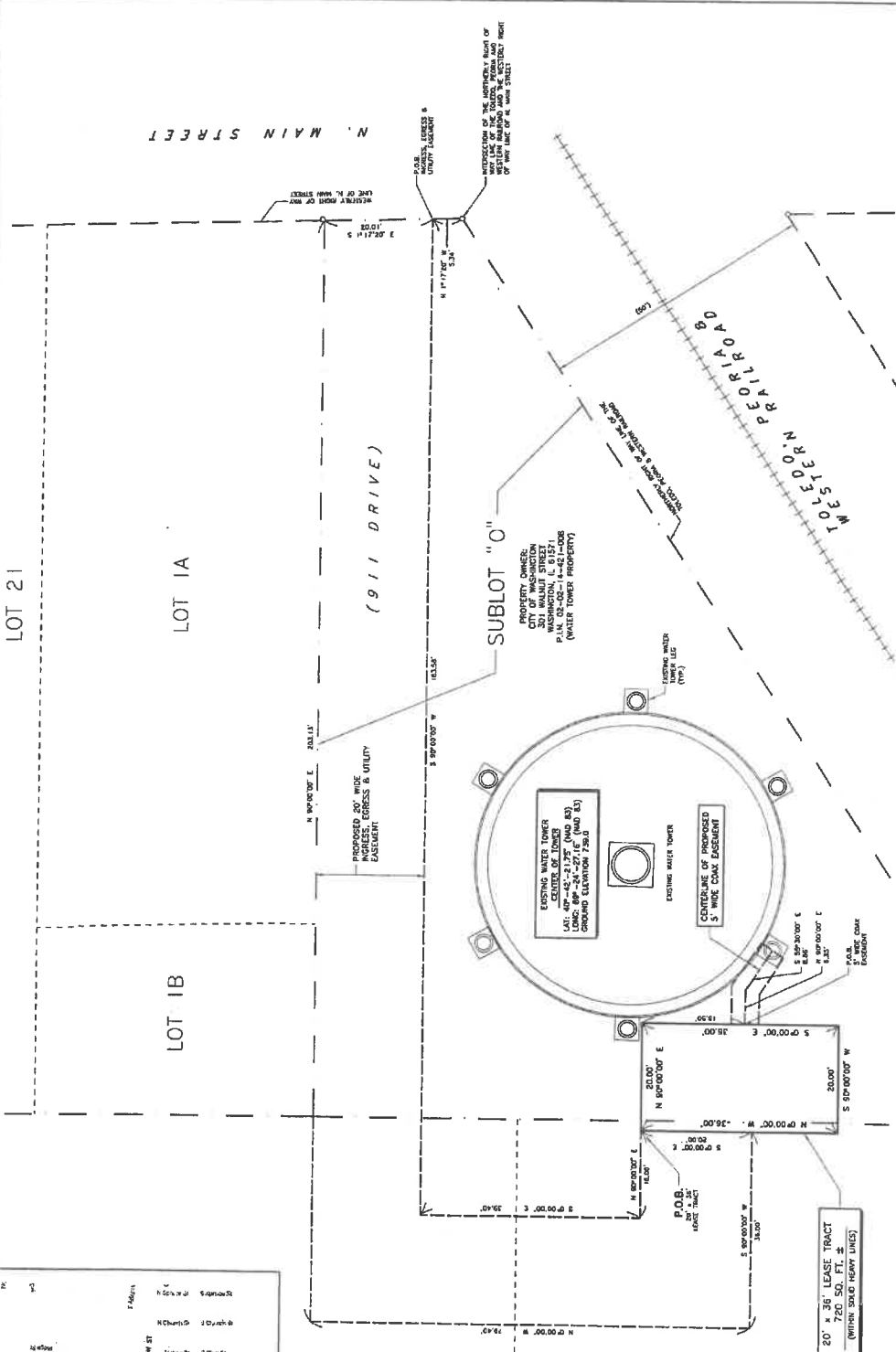
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LEGEND

- BOUNDARY LINE OF LEASE SITE
- RIGHT OF WAY LINE
- EXISTING PROPERTY LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- SURVEY PIPE OR ROD FOUND
- INFORMATION OF RECORD
- POINT OF BEGINNING
- SCHEDULE B EXCEPTION

TITLE COMMITMENT NOTES:

1. SCHEDULE A, ITEM 1: SUBJECT TO EASEMENT FROM CITY OF WASHINGTON... (text continues with legal descriptions and references to other documents)

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JOB NUMBER
9816-26-0J-14B-03

EXISTING PARENT PARCEL DETAIL
NOT TO SCALE

Prepared by and upon recording
Please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: DT Washington)

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum of Water Tower Lease Agreement is made this ____ day of _____, 20__, between the City of Washington, an Illinois municipal corporation, with its principal office located at 301 Walnut Street, Washington, Illinois 61571, hereinafter referred to as "LESSOR", and Celco Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "Agreement") on _____, 20__ for an initial term of ten (10) years, commencing on the Commencement Date, as defined in the Agreement. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless either Party terminates it at the end of the then current term by giving the other Party written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
2. 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", located at 216 N. Main Street, City of Washington, Tazewell County, Illinois (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 20' x 36' parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment skid and cabinets; 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 (20) foot wide right-of-way extending from the nearest public right-of-way, N. Main Street, to the Land Space; and together with a five (5) foot wide right-of-way (the "Coax Right 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 demised premises and rights of way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. In the event any public utility is unable to use the aforementioned rights-of-way,

LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to LESSEE.

3. LESSEE has a right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signature Page Follows]

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

LESSOR:

City of Washington

By: _____
Name: _____
Its: _____
Date: _____

LESSEE:

Celco Partnership d/b/a Verizon Wireless

By: _____
Name: Jacque Vallier
Its: Executive Director – Network Field Engineering
Date: 3-9-17

[Acknowledgments on Following Page]

Remainder of Page Intentionally Left Blank

STATE OF ILLINOIS)
)
COUNTY OF TAZEWELL)

LESSOR ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of the City of Washington, an Illinois municipal corporation, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as his/her own act and deed on behalf of the City of Washington.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

LESSEE ACKNOWLEDGEMENT

I, SHARON A. PETRIELLI, a Notary Public for said County and State, do hereby certify that **Jacque Vallier** personally came before me this day and acknowledged that he is the Executive Director – Network Field Engineering of Celco Partnership d/b/a Verizon Wireless, and he, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as his own act and deed on behalf of said partnership.

WITNESS my hand and official Notarial Seal, this 9 day of March, 2017.

Sharon A. Petrielli
Notary Public

My Commission Expires:

July 15, 2017



EXHIBIT A

[LEGAL DESCRIPTION OF THE PROPERTY AND THE PREMISES]

**LEGAL DESCRIPTION
EXISTING PARENT PARCEL**

(PER TITLE COMMITMENT NUMBER 11525570, DATED AUGUST 15, 2016)

ALL THOSE PARCELS OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC# 362789, DOC# 436442 AND DOC# 441519, AND ALL THAT PARCEL OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AND ALL THAT PARCEL OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 375209.

**LEGAL DESCRIPTION
PROPOSED 20' x 36' LEASE TRACT
720 SQ. FT. ±**

A 20 FOOT BY 36 FOOT LEASE TRACT AND UTILITY EASEMENT BEING A PART OF SUBLOT O AND SUBLOT J OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 90°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING, CONTAINING 720 SQUARE FEET, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

[Continued on Following Page]

Exhibit "A"

LEGAL DESCRIPTION
PROPOSED 20' WIDE INGRESS, EGRESS & UTILITY EASEMENT

A 20 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT BEING A PART OF SUBLOT O, SUBLOT P AND SUBLOT J OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 90°-00'-00" WEST, A DISTANCE OF 36.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 79.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 203.13 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE SOUTH 01°-17'-20" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRE, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

LEGAL DESCRIPTION
PROPOSED 5' WIDE COAX EASEMENT

A 5 FOOT WIDE COAX UTILITY EASEMENT BEING A PART OF SUBLOT O OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 18.50 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE TO BE DESCRIBED; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 6.35 FEET; THENCE SOUTH 55°-30'-00" EAST, A DISTANCE OF 8.86 FEET TO THE TERMINUS OF SAID CENTERLINE, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

Exhibit "A"

EXHIBIT B

[SURVEY]

See attached.

Exhibit "B"

JOB NUMBER
9816-26-03-14B-03



PAGE 1 OF 2

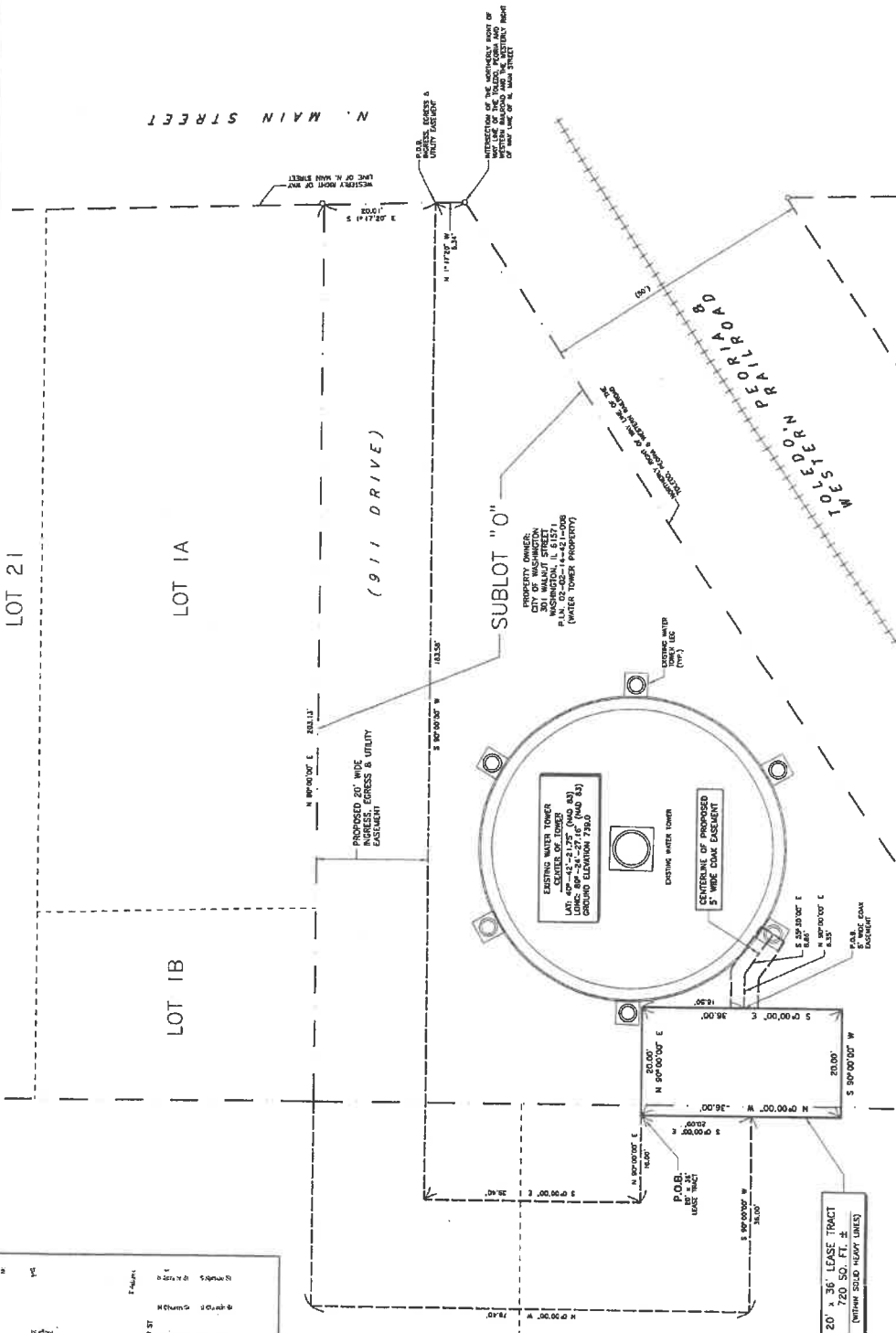

[illegible]

EXHIBIT: 1-30-15

WE CONSIDERED TWO SITES, WE DO NOT CERTIFY THAT WE HAVE
SURVEYED AND PREPARED A PLAN OF THE SAME. WE HAVE LOCATED IT IN
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 N
RANGE 10 E, COUNTY ALABAMA. THE PLANT IS A BUSHY TREE, 10-15 FEET
TALL. THE ABOVE PLACE IS A CORRECT REPRESENTATION OF THE SURVEY AS MADE
BY US AND DRAWN TO A SCALE OF 1" = 10'.

STATE OF ALABAMA
COUNTY OF FLORENCE

_____,
CLERK UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 1910.

CONSOLIDATED LAND SURVEYING, INC.

 H. RALPH HODGE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2512

H. RALPH HODGES, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2512

JOB NUMBER
9816-26-03-148-03

PAGE 2 OF 2

