

CITY OF WASHINGTON

PLANNING & DEVELOPMENT DEPARTMENT

301 Walnut St. · Washington, IL 61571

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<http://www.washington-illinois.org>

joliphant@ci.washington.il.us

MEMORANDUM

TO: Mayor Manier and Committee of the Whole
FROM: Jon R. Oliphant, AICP, Planning & Development Director
SUBJECT: Blumenshine Property Verizon Lease Extension
DATE: November 8, 2018

Staff has received a draft lease extension agreement from American Tower Corporation Sequoia LLC (ATC) for the Verizon cell tower located adjacent to the Blumenshine property on Business 24. ATC has been granted a limited power of attorney on behalf of Cellco Partnership d/b/a Verizon Wireless (the tenant). The draft agreement and the existing agreement are attached.

The original agreement commenced on October 1, 2002. The initial term was for five years and it has subsequently been renewed the maximum three additional five-year terms. It is set to expire on September 30, 2022. The agreement does allow for automatic one-year renewals if the lease has not been terminated by either party at the end of the third five-year extension term with six months prior written notice to the other party. Verizon currently pays \$913 per month through the remainder of the term. Any additional annual terms would include a 3% rent increase.

ATC has proposed extending the lease for four additional five-year terms that would commence on October 1, 2022 (please see an attached email from ATC acknowledging that the final agreement would be for up to 20 years and not the 30 years as shown in the draft agreement). The terms would automatically renew unless Verizon provides notification to the City that it elects not to renew the lease at least 60 days prior to the commencement of the next renewal term. Rent payments would continue from the current \$913 per month with a 15% escalation beginning with the start of each new term. ATC has also proposed a one-time payment of \$25,000 if the tenant receives the executed lease agreement by November 30. The final expiration date of the lease would be September 30, 2042, if each of the terms were completed.

The City currently receives \$2,687.83 from T-Mobile with a 3% annual increase to house its equipment on Water Tower #1 as part of an agreement that runs through July 2022. A second agreement for Verizon on Water Tower #1 has not commenced because the equipment has not been installed. Verizon would pay \$2,000 per month for the first year upon installation with a 3% yearly increase.

General discussion is scheduled for the November 12 Committee of the Whole meeting to gain direction on this draft agreement. If there was a desire to proceed with this, a first ordinance reading would likely be scheduled for November 19 with a request to waive the second reading in order to meet the November 30 deadline to receive the upfront payment.

Attachments

Jon Oliphant

From: Onyi Nwokogba <Onyi.Nwokogba@americantower.com>
Sent: Friday, November 9, 2018 1:24 PM
To: Jon Oliphant
Subject: Verizon Site # - Confirmation of Terms

Hi Jon,

Pursuant to your request, below please find the confirmation of the terms for the lease extension of the above-referenced site.

- 4 options of 5 years each (20 year lease expiring in 2042)
- One-time payment of \$25,000 conditioned upon the receipt of the signed amendment by November 30th 2018. The one-time payment will be remitted 30 days after full execution.
- Rent and escalation to continue as specified in the original agreement
- 10% future revenue share for any new tenants

An updated document reflecting the changes will be forthcoming.

Please do not hesitate to contact me with any questions or concerns.

Best,
Onyi

Onyi Nwokogba
Land Acquisitions
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
P: 781-926-6923
C: 617-939-8276
F: 781-926-4545
onyi.nwokogba@americantower.com
2 C E 295

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THE FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This First Amendment to Ground Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Washington ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated October 25, 2001 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before **November 30, 2018**; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** The Parties hereby agree that Section 12.1 of the Lease is deleted in its entirety and is of no further force. The Parties hereby agree to the following: Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on October 1, 2002 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on September 30, 2022. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding

ATC Site No: 411828
VZW Site No: 125677
Site Name: East Washington IL

anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby agree that Section 2.3 of the Lease is deleted in its entirety and is of no further force. The Parties hereby agree to the following: The Parties hereby agree that the rent payable from Tenant to Landlord under the Lease is currently is and shall remain **Nine Hundred Thirteen and No/100 Dollars (\$913.00)** per month (the "**Rent**"). Commencing on October 1, 2022, and on the beginning of each Renewal Term thereafter, Rent due under the Lease shall increase by an amount equal to fifteen percent (15%) of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Washington**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and of no further force and effect.

4. **Revenue Share.**

- a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord ten percent (10%) of any rents actually received by Tenant or American Tower under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant (or American Tower) and a third party (any such third party, the "**Additional Collocator**") subsequent to the Effective Date (any such amounts, the "**Collocation Fee**"). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant (or American Tower) in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the "**Tower**"), or for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent, if any, as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant (or American Tower) from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.
- b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant (or American Tower) of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation

to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower.

- c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant and/or American Tower deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
 - d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.
5. **Landlord and Tenant Acknowledgments.** The Parties hereby agree that Section 11 of the Lease is deleted in its entirety and is of no further force. The Parties hereby agree to the following: Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises

from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
7. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
8. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv)

Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

9. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
10. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 115 West Jefferson Street, Washington, IL 61571; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
11. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
12. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
13. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under

applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

14. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
15. **Taxes.** The Parties hereby agree that Section 7 of the Lease is deleted in its entirety and is of no further force. The Parties hereby agree to the following: During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Washington

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 411828
VZW Site No: 125677
Site Name: East Washington IL

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

ATC Site No: 411828
VZW Site No: 125677
Site Name: East Washington IL

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

EXHIBIT A (CONTINUED)
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST, OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 00°-38'-56" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 92.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 00°-38'-56" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°-21'-04" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00°-38'-56" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89°-21'-04" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRE, MORE OR LESS, SITUATED IN TAZEWELL COUNTY AND STATE OF ILLINOIS,

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

TOGETHER WITH A 20-FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT OVER, ACROSS AND THROUGH A PART OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING OF THE ABOVE-DESCRIBED TRACT OF LAND; THENCE SOUTH 89°-21'-04" WEST, A DISTANCE OF 73.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE TO BE DESCRIBED; THENCE SOUTH 00°-38'-56" EAST, A DISTANCE OF 60.84 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. BUSINESS ROUTE 24 AND THE TERMINUS OF SAID CENTERLINE.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/ Sean Chen, Esq.
ATC Site No: 411828
ATC Site Name: East Washington IL
Assessor's Parcel No(s): 02-03-18-300-011

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201____ by and between **City of Washington ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated October 25, 2001 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 30 , 2052. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 411828
VZW Site No: 125677
Site Name: East Washington IL

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 115 West Jefferson Street, Washington, IL 61571; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Washington

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 411828
VZW Site No: 125677
Site Name: East Washington IL

TENANT**WITNESS****Cellco Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 411828
VZW Site No: 125677
Site Name: East Washington IL

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

ATC Site No: 411828
VZW Site No: 125677
Site Name: East Washington IL

EXHIBIT A (CONTINUED)
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST, OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 00°-38'-56" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 92.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 00°-38'-56" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°-21'-04" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00°-38'-56" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89°-21'-04" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRE, MORE OR LESS, SITUATED IN TAZEWELL COUNTY AND STATE OF ILLINOIS,

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

TOGETHER WITH A 20-FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT OVER, ACROSS AND THROUGH A PART OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING OF THE ABOVE-DESCRIBED TRACT OF LAND; THENCE SOUTH 89°-21'-04" WEST, A DISTANCE OF 73.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE TO BE DESCRIBED; THENCE SOUTH 00°-38'-56" EAST, A DISTANCE OF 60.84 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. BUSINESS ROUTE 24 AND THE TERMINUS OF SAID CENTERLINE.

ORDINANCE NO. 2270

**AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK
TO EXECUTE A GROUND LEASE AGREEMENT AND A MEMORANDUM OF
GROUND LEASE AGREEMENT AND GRANT OF EASEMENT WITH
CELLCO PARTNERSHIP (d/b/a VERIZON WIRELESS)**

WHEREAS, the City is the owner of real estate located outside the City limits in Tazewell County (formerly known as the Blumenshine Farm), a portion of which is needed for the construction and operation of a cellular telephone tower by Cellco Partnership, a Delaware Partnership, doing business as Verizon Wireless, and

WHEREAS, the City desires to lease a portion of such property to Cellco Partnership in order to obtain monies that can be used towards the maintenance and of the remainder of such property or for other purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, in the exercise of its home rule authority, as follows:

(A) That the Mayor and City Clerk are hereby authorized to execute on behalf of the City of Washington, Illinois, a Ground Lease Agreement with Cellco Partnership, a Delaware Partnership, in substantially the form of document marked "Exhibit A" attached hereto and expressly made a part hereof.

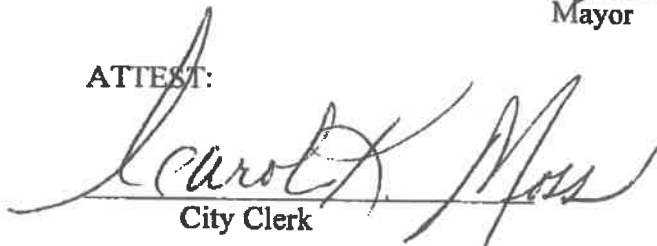
(B) That the Mayor and City Clerk are hereby authorized to execute on behalf of the City of Washington, Illinois, a Memorandum of Ground Lease Agreement and Grant of Easement with Cellco Partnership, a Delaware Partnership, in substantially the form of document marked "Exhibit A" attached hereto and expressly made a part hereof.

(C) That the Mayor and City Clerk are hereby authorized to execute any and all documents necessary to complete the terms of said Ground Lease Agreement and Memorandum of Ground Lease Agreement and Grant of Easement.

PASSED AND APPROVED this 22 day of January, 2001.


Mayor

ATTEST:


City Clerk

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GROUND LEASE AGREEMENT

1: Definitions of Terms Used in this Document:

1.1 Landlord

City of Washington
115 West Jefferson Street
Washington, IL 61571
(309) 444-3196

1.2 Landlord's Contact Person

City Administrator
(309) 444-3196

WITH A COPY TO:

1.3 Name and Address for Payment of Rent

City of Washington
115 West Jefferson Street
Washington, IL 61571

1.4 Taxpayer Identification Number

Soc. Sec #: 37-6002187

1.5 Property Identification Number

02-03-18-300-005

1.6 Leased Property

The leased real estate including easements which has a common address of **1589 Walnut St., Washington, IL 61571** in **Tazewell County, Illinois**, which is legally described on Exhibit A and is marked in the sketches described on Exhibit B.

1.7 (a) Rent Commencement Date

The first day of first month subsequent to the issuance of all necessary permits and a fully executed lease.

(b) Commencement Date

_____, 20__

1.8 Initial Term

Five (5) Years from Rent Commencement Date

1.9 Term

The Initial Term and any extension term or year to year term described in Sections 2 and 3.

1.10 Lease

This Ground Lease Agreement including Exhibits A and B.

1.11 Initial Rent

\$7,200.00 annually payable
\$600.00 monthly.

1.12 Tenant

Cellco Partnership, a Delaware Partnership
d/b/a Verizon Wireless

1.13 Tenant's Contact Person

Network Real Estate

1.14 Tenant's Address

Cellco Partnership, a Delaware Partnership
d/b/a Verizon Wireless
Real Estate Department
180 Washington Valley Road
Bedminster, New Jersey 07921
with a copy to:
Verizon Wireless
Real Estate and Legal Department
1515 Woodfield Road, 9th Floor
Schaumburg, IL 60173

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2: Term and Options to Extend:

2.1 **Initially.** Landlord leases the Leased Property to Tenant for the Initial Term and on the terms and conditions of this Lease beginning on the Commencement Date at the Initial Rent.

2.2 **Option to Extend.** The term of this Lease shall be automatically renewable for three (3) additional terms of five (5) years each following the initial term or any renewal term at the annual rental stated below and otherwise upon the same terms and conditions stated in this Lease, except for this renewal term. If Tenant desires not to extend any subsequent term of the Lease, it shall give Landlord written notice of its intention not to extend the term not less than sixty (60) days prior to the expiration of the then current term, whereupon the Lease shall be deemed canceled upon the expiration of the then current term.

2.3 Rent During Extension Terms..

The annual rental for the first (1st) five (5) year extension term shall be **Eight Thousand Two Hundred Eighty Dollars (\$8,280.00)** (payable \$690.00 monthly); and

for the second (2nd) five (5) year extension term shall be **Nine Thousand Five Hundred Twenty-eight Dollars (\$9,528.00)**; (payable \$794.00- monthly); and

for the third (3rd) five (5) year extension term shall be **Ten Thousand Nine Hundred Fifty-six Dollars (\$10,956.00)**; (payable \$913.00- monthly).

~~for the fourth (4th) five (5) year extension term shall be **Twelve Thousand Six Hundred Dollars (\$12,600.00)**; (payable \$1,050.00 monthly).~~

STANDARD PROVISIONS

3: Additional Yearly Terms

If at the end of the ^{third (3rd)} ~~fourth (4th)~~ five (5) year extension term this Lease has not been terminated by either party giving six (6) months prior written notice to the other, the Term of this Lease shall automatically continue in force upon the same terms and conditions for a further term of one (1) year and for any subsequent annual terms until such time as either party serves written notice upon the other of its intention to terminate this Lease at least six (6) months prior to the end of any annual term. Rent for these annual periods shall be equal to the product of the rent paid for the preceding lease year multiplied by 1.03 (103%) payable in equal monthly installments.

4: Methods of Payment

4.1 **First Rent Payment.** Not later than fourteen (14) days after the Rent Commencement Date, Tenant shall pay Landlord rent for the first two (2) full calendar months of the Initial Term. In the event Tenant terminates this Lease prior to the Rent Commencement date, then Tenant shall pay to Landlord a one-time lump sum of Three Hundred Dollars (\$300.00) as and for reimbursement for any expenses or losses incurred by Landlord due to Tenant's use of the Leased Property. The parties hereto agree that the foregoing amount shall be Landlord's liquidated damages in the event of such a termination by Tenant, and that \$300.00 constitutes a fair assessment of the damages which such termination may create for Landlord.

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4.2 Subsequent Monthly Rent Payments. Effective with the first (1st) day of the third (3rd) calendar month after the Rent Commencement Date, rent shall be payable monthly in advance on the first (1st) day of each calendar month.

4.3 Location for Payment. All rent shall be paid to Landlord at the Address for Payment of Rent or to another person, firm or place which the Landlord may from time to time designate in writing at least forty-five (45) days in advance of a rent payment date.

5: Use of Leased Property

Tenant may use the Leased Property for lawful telecommunications purposes and related site preparation, improvements and maintenance purposes in accordance with all applicable laws, ordinances, and governmental regulations.

6: Tenant's Installation

6.1 Improvements. Tenant may install an antenna structure, antennas, equipment enclosures, fencing, equipment, and other personal property, fixtures, cables, transmission lines, and utilities and make any other improvements. Landlord hereby grants to Tenant the right to temporarily use additional space, immediately adjacent to the leased property, during the initial construction. To the extent that Tenant uses any additional space immediately adjacent to the leased property, Tenant agrees to pay for any and all damage to crops, growing crops, land, or improvements on the land at the fair market value of any such crops, growing crops, or improvements to the land. To the extent the soil is disturbed, the Tenant shall replace the soil in any property immediately adjacent to the leased property immediately after the temporary use has ceased. Tenant may from time to time replace any of the items above listed with new or different items with the same or different specifications so long as their installation is otherwise in compliance with this Lease and all applicable laws, ordinances, and governmental regulations.

6.2 Workmanlike Construction. Tenant agrees that the installation will be completed in a neat and workmanlike manner consistent with good engineering practices. All costs of the installation, including, but not limited to, the cost of extending Landlord's electrical service to Tenant's equipment, will be paid by the Tenant.

6.3 Title to Various Items. Landlord shall, at all times, be the sole and exclusive owner of the Leased Property. Tenant shall at all times be the sole and exclusive owner of the antenna structure, antennas, equipment enclosures, equipment, other personal property, fixtures, cables and transmission lines and other improvements installed by Tenant on the Leased Property.

6.4 Ingress and Egress. Tenant and its authorized representatives shall have the right of ingress and egress to and from the Leased Property twenty-four (24) hours a day, seven (7) days a week.

6.5 Public Liability and Property Damage Insurance. Tenant shall, at Tenant's expense, purchase and maintain in full force and effect throughout the term of this Lease, including any renewals or extensions, such public liability and property damage policies as Tenant may deem necessary. Such policy or policies may be through a blanket policy covering other locations, will provide not less than a combined single limit of \$1,000,000 and will name Owner as additional insured.

7: Taxes

Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or for its personal property. Landlord shall be solely responsible for and shall timely pay all real estate taxes, special assessments or similar taxes relating to the leased property, including any improvements made by Tenant; provided, however, Tenant shall reimburse Landlord for Tenant's proportionate share of the real estate taxes, upon Landlord's written request for reimbursement within sixty (60) days of receipt by Landlord of the real estate tax

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bill for the property. Tenant shall pay to Landlord, upon receipt of the tax bill, Tenant's proportionate share of the real estate taxes. Tenant's proportionate share of the real estate taxes shall be determined by multiplying the real estate tax due by a fraction, the numerator of which shall be the total assessed value for the leased property, and the denominator of which shall be the total assessed value for all of Landlord's property more particularly described in Exhibit "1" attached hereto and by reference expressly made a part hereof. The Tenant's proportionate share of the real estate taxes shall be due with the next installment of rent following 14 days after Tenant's receipt of Landlord's request for payment and the accompanying copy of the real estate tax bill. Tenant shall have the right to contest all taxes, assessments, charges, and impositions, and Landlord agrees to join in such contest, if required by law, and to permit Tenant to proceed with the contest in Landlord's name, provided that the expense of the contest is born solely and exclusively by Tenant. Landlord shall forward a copy of any notice of increase in taxes, assessments, or other charge to Tenant within thirty(30) days of Landlord's receipt of any such notice.

8: Indemnification; Waiver of Subrogation

Landlord and Tenant hereby agree to indemnify, defend and hold each other harmless from and against any claim of liability or loss from personal injury or damage to the property of others in connection with the Leased Property or resulting from or arising out of the use and occupancy of the Leased Property by the indemnifying party or its agents, excepting, however, such claims or damages as may be due to or caused by the acts of the indemnified party or its agents. Neither party shall have any obligations under this Paragraph unless notified in writing of any such claim or loss within thirty (30) business days of receipt by the other party of notice of such claim or loss.

Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property on the Leased Property caused by fire or any other casualties insured against or required to be insured against hereunder (including deductible portions), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, and each party hereby waives any right of subrogation for all or any insurance maintained by either party. Each party shall cause each insurance policy carried by it hereunder to be written in such manner to provide that the insurer waives all right of recovery by way of subrogation against the other party hereunder in connection with any loss or damage covered by such policy.

9: Landlord's Representations

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:

9.1 Authority. Landlord is solvent and the owner of the Leased Property in fee simple. Landlord has full authority to execute, deliver, and perform this Lease and is not in default of any mortgage affecting the Leased Property.

9.2 No Condemnation. Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Leased Property, or any part, instead of condemnation.

9.3 No Unrecorded Liens Landlord has not performed and has not caused to be performed any work on the leased premises during the six (6) months preceding the date of the Lease which could give rise to any mechanics' or materialmen's liens, except as to the farm lease on the property. There are no unrecorded easements or agreements affecting the leased property except with respect to a farm lease agreement pertaining to the current crop year.

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10: Easements

10.1 Granted. For the term of this Lease, Landlord grants Tenant the Access and Utility Easements, if any, described in Exhibits A or B of this Lease and the Rider to the Memorandum of Lease.

10.2 Modifications. If, subsequent to the date of this Lease, it is reasonably determined by Tenant that any Access or Utility Easement obtained does not or no longer adequately serves the Leased Property and Tenant's use thereof, Landlord agrees to cooperate with Tenant to relocate such Easements where practical. In the event the Landlord is unable to relocate any of the necessary Easements, then at Tenant's option, this Lease may be terminated upon the payment of rent for the remainder of the term or six (6) months, whichever is less.

11: Assignment; Sublease

Tenant may not assign, transfer, sublet or otherwise encumber all or any part of the Leased Property without the prior consent of the Landlord, which consent shall not be unreasonably withheld, delayed or denied. Notwithstanding the foregoing, Tenant shall have the right to assign and sublet the Leased Property, without the prior consent of the Landlord, to any entity which is licensed by the FCC to operate a wireless communications business; or which controls, is controlled by, or is under common control with Tenant; or to any entity resulting from the merger or consolidation with Tenant; or to any partnership in which Tenant, the general partner of Tenant, or any entity which controls, is controlled by, or is under common control with the Tenant as the general partner; or to any person or entity which acquires substantially all of Tenant's assets; or to any person or entity to whom Tenant sells or transfers, in whole or in part, its tower business, assets or operations, provided that such assignee assumes in full all of Tenant's obligations under this Lease.

12: Defaults

12.1 By Tenant. In the event of default under this Lease by Tenant, Landlord shall be entitled to remedies as shall then be provided by law, except Landlord shall not be entitled to distrain any personal property (including fixtures) on the leased premises; and provided that prior to, and as a condition precedent to the exercise of any remedy, Landlord shall give to Tenant written notice of default and the nature of the default, and Tenant shall have five (5) days after receipt of the notice within which to cure a default in payment of rent or real estate taxes, and thirty (30) days after receipt of the notice within which to cure a default in any other term under this Lease. If Tenant fails to cure the default within the time provided, in addition to any other remedies available to Landlord, the Landlord may elect to commence eviction proceedings. In the event that Landlord is required to incur any expense as a result of a default by Tenant, Landlord shall be entitled to recover any amounts due under and pursuant to this Lease together with reasonable attorney's fees and court costs incurred by Landlord. Such reasonable attorney's fees and court costs shall be deemed additional rent and payable with the next installment of rent following 14 days after notice and invoice therefor. Reasonable attorney's fees shall include, but not be limited to, attorney's fees incurred for preparation, negotiation, trial, appellate or otherwise. If Tenant fails to cure a default and the Landlord elects to commence eviction proceedings, Tenant shall be permitted a six- (6) month stay of any eviction proceedings upon Tenant's payment in full, of all amounts due and past due, including Landlord's attorney's fees and costs, and upon receipt in full, and in advance, of six (6) months' rent at One Hundred Ten Percent (110%) of the then current monthly rate. All payments must be received by the City prior to any stay in the enforcement of any eviction becoming effective.

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12.2 By Landlord. If Landlord defaults in any of its obligations under this Lease, in addition to any remedies available at law or equity, Tenant, upon thirty (30) days' advance written notice to Landlord specifying the default and identifying a cure for such default, may perform Landlord's obligation and may offset from the rent, or any other amounts next payable, Tenant's costs and expenses of doing so. Prior to Tenant performing any of Landlord's obligations, Tenant must provide Landlord with not less than thirty (30) days' advance written notice of any default, and a description of the necessary cure, if any, and provide Landlord a reasonable opportunity to cure the default. If Landlord does not cure the default within the thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), then Tenant may perform Landlord's obligation.

13: Condemnation

In the event any of the Leased Property is taken in a condemnation proceeding, or sold in lieu of condemnation, then at Tenant's option (exercised by notice to Landlord) this Lease may be terminated as of the date of the event and Tenant shall be liable for rental and other payments only until the date on which the Leased Property is taken or sold. In the event of condemnation, Tenant's share of any condemnation award or proceeds from sale in lieu of condemnation shall be limited to compensation for Tenant's leasehold interest, antennae, improvements, transmission lines, loss of business and equipment, and Tenant's costs of relocation. Tenant shall not receive any part or portion of condemnation award or sales proceeds relating to compensation for property owned by the Landlord.

14: Casualty

In the event the Leased Property is destroyed or damaged in whole or in part by casualty during the term of this Lease then, at Tenant's option (exercised by notice to Landlord), this Lease may be terminated as of the date of the event or at any time within ninety (90) days thereafter, and no further rent shall be due under the Termination Section or any other Section of this Lease.

15: Quiet Enjoyment

Landlord covenants and agrees that upon payment by the Tenant of the rental under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person and Landlord shall perform all of its obligations under this Lease.

16: Subordination, Attornment and Non-Disturbance

16.1 Existing Encumbrances. Landlord shall deliver to Tenant executed originals of non-disturbance and attornment agreements with Tenant in form satisfactory to Tenant, in Tenant's reasonable discretion, from any existing mortgage holder or other party holding an interest in the Leased Property which may take precedence over Tenant's interest in the Leased Property. Failure by the Landlord to deliver any required non-disturbance and attornment agreement, within thirty (30) days of the execution of this Lease, shall entitle Tenant, at Tenant's option, to terminate this Lease at any time thereafter and to obtain a refund of all rent and any other amounts paid to Landlord, and, in any case, Tenant shall have no obligation to pay rent or other amounts under this Lease until Landlord delivers the executed non-disturbance and attornment agreement.

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16.2 Subsequent Financing. Upon Landlord's written request, Tenant shall enter into recordable subordination, non-disturbance and attornment agreements with the holders of any mortgage, trust deed, installment sale contract or other financing instrument dated after the Lease Date, in form reasonably satisfactory to Tenant.

17: Termination

17.1 By Tenant. In addition to termination as a result of action or inaction pursuant to other parts of this Lease, Tenant may terminate this Lease: (a) at any time upon thirty (30) days' written notice to Landlord and payment of six (6) months rental, or (b) immediately, without payment of any rent not yet due following written notice to Landlord of either (i) Tenant's inability to secure necessary zoning and/or Tenant has lost, been denied or failed to satisfy any necessary authorization or radio engineering criteria to use the Leased Property as contemplated in this Lease, or (ii) Tenant has obtained a soil test which shows contamination or building conditions which, in Tenant's judgment, are unsuitable for Tenant's purposes.

17.2 Removal of Equipment. Upon the expiration of this Lease, or its earlier termination or cancellation for any reason, Tenant shall, at its sole expense, remove from the leased property all of its antennas, antenna structures, equipment enclosures, fencing, equipment, and other personal property, fixtures, cables, transmission lines, utilities, and other improvements from the leased property. Tenant shall have the obligation to remove the communications facility and all concrete footings and foundations to a depth of not less than two (2) feet below grade and to have all utilities placed thereon removed from the leased property following any termination of this Lease. Tenant shall have not more than ninety (90) days after the effective date of expiration of this Lease to complete the removal of all items. Any items not removed after the expiration of ninety (90) days after the termination of the Lease shall be deemed abandoned by Tenant, and shall become the sole property of the Landlord, unless other mutually acceptable arrangements are made. If Tenant requires any of the ninety- (90) day period after the expiration of the Lease for removal, Tenant shall pay Landlord the then current monthly rent, in advance, for each thirty- (30) day period or a portion thereof Tenant requires to complete the removal of equipment.

18: Cooperation

Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Leased Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request. During the term of this Lease Landlord shall take no action which adversely affects the uses permitted on the Leased Property. At any time after the date of this Lease or the Commencement Date, either party shall execute or cause to be executed any documents, or take or cause to be taken any actions, reasonably necessary to carry out the intent of this Lease.

19: Lease Construction

This Lease shall be construed in accordance with the laws of the State of where the Leased Property is located. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.

20: Entire Binding Understanding; No Oral Modification

All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

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21: Successors; Severability

Subject to the provisions regarding assignment, this Lease shall be binding upon and inure to the benefit of, the successors-in-interest and permitted assigns or subtenants of the parties and any grantee of Landlord. If any provision of this Lease shall be held invalid or unenforceable, such provision shall be deemed deleted from this Lease and replaced by a valid and enforceable provision which so far as possible achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Lease shall continue in full force and effect.

22: Notices

All notices, requests and other writings required under this Lease (including any notices of renewal or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt, or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with copies as set out in the Landlord's Address and Tenant's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

23: Lease Memorandum

Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant may record the Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute and record or re-record a modified Memorandum of Lease or a supplement to the Memorandum of Lease. Tenant shall not be required to pay rent during any period in which Landlord refuses to execute a modification or supplement.

24: Performance

Time is of the essence in this Lease.

25: Broadcast Interference

25.1 Definition. As used in this Lease, "interference" with a broadcasting activity means:

(A) Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or

(B) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Leased Property or had any equipment on the Leased Property.

25.2 Removal. Tenant shall take reasonable actions to prevent and promptly remove any interference with broadcast activities of Landlord or other tenants of Landlord caused by Tenant's use of the Leased Property. Landlord shall take reasonable actions to prevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlord or Landlord's lessees, licensees, invitees or agents. From and after the Lease Date and until

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termination of the Lease, Landlord shall not enter into any agreement to install or permit to be installed, any telecommunications equipment unless Tenant determines in its judgment, following receipt of prior written notice from Landlord regarding any such installation, that such installation will not cause interference with Tenant's broadcast activities or limit Tenant's intended use of the Leased Property. Tenant's rights on the Leased Property shall be superior in rights to all subsequent communications tenants and superior to any subsequent changes made to the existing equipment of Landlord or Landlord's lessee's, licensees, invitees or agents.

26: Environmental Matters

26.1 Definition. For purposes of this Lease:

(A) "Applicable Environmental Laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(B) "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in Applicable Environmental Laws.

26.2 No Hazardous Material. Neither the Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Leased Property or any part thereof nor any part thereof has ever been used by the Landlord, or to the best knowledge of the Landlord, by any other person either as a permanent or temporary dump site or storage site for any Hazardous Material.

26.3 Tenant's Indemnity. Tenant indemnifies the Landlord and agrees to hold the Landlord harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Leased Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in the control of Tenant.


26.4 Survival. The provisions of and undertakings and indemnifications set out in this Section 26 shall survive the termination of this Lease.

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AGREED as of the later of the two dates below:

LANDLORD


City of Washington

By: 
Name: Donald R. Gronewold
Title: Mayor
Date: January 23, 2001

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

TENANT

Cellco Partnership, a Delaware
Partnership d/b/a Verizon Wireless

By: 
Name: MICHAEL R. IZMAY
Title: VICEPRESIDENT - NETWORK, MIDWEST AREA
Date: 10/26/2001

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LEASE AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

**LEASE TRACT LEGAL DESCRIPTION
0.23 ACRE ±**

A PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST, OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 00°-38'-56" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 92.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 00°-38'-56" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°-21'-04" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00°-38'-56" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89°-21'-04" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRE, MORE OR LESS, SITUATED IN TAZEWELL COUNTY AND STATE OF ILLINOIS,

TOGETHER WITH A 20-FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT OVER, ACROSS AND THROUGH A PART OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING OF THE ABOVE-DESCRIBED TRACT OF LAND; THENCE SOUTH 89°-21'-04" WEST, A DISTANCE OF 73.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE TO BE DESCRIBED; THENCE SOUTH 00°-38'-56" EAST, A DISTANCE OF 60.84 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. BUSINESS ROUTE 24 AND THE TERMINUS OF SAID CENTERLINE.

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COPY

This instrument was drafted by
and after recording return to:

Dennis L. Myers
Verizon Wireless
1515 Woodfield Road, 9th Floor
Schaumburg, IL 60173

**MEMORANDUM OF GROUND LEASE AGREEMENT
AND GRANT OF EASEMENTS**

This Memorandum of Ground Lease Agreement is made this 25th day of JANUARY, 2001, between **CITY OF WASHINGTON** having an address at 115 West Jefferson Street, Washington, IL 61571 the Landlord, and **Celco Partnership**, a Delaware Partnership d/b/a Verizon Wireless, 1515 Woodfield Road, Schaumburg, IL 60173, ATTN: Associate General Counsel and Manager, Real Estate & Zoning, as the Tenant.

1. Landlord hereby grants to Tenant and Tenant hereby takes from the Landlord subject to all terms and conditions of Ground Lease Agreement dated October 25, 2000, the right to lease the Property in the County of Tazewell, and State of Illinois as legally described in Rider A and the easements as legally described in said Rider A ("Leased Property"). The common address of the Leased Property and its Property Identification Number(s) are also set forth in said Rider.

2. The Lease is for an initial term of five (5) years beginning JAN 25, 2001 and ending JAN 25, 2006. Unless affirmatively canceled by Tenant, the Initial Lease term will be extended automatically for three (3) successive terms of five (5) years each. If Tenant desires not to extend any subsequent term of the Lease, it must give Landlord written notice of its intention to not extend the term at least sixty (60) days prior to the expiration of the then current term, whereupon the Lease shall be deemed canceled upon the expiration of the then current term. The maximum date to which Lease may be extended is twenty-five (20) years from the commencement date, unless at the end of the third (3rd) five (5) year extension term the Lease has not been terminated by the Landlord or Tenant as set forth in the Lease, in which case the Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and so on from year to year until terminated by either party in compliance with the Lease. The term of the easements is co-extensive with that of the Lease.

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3. Subject to the terms and conditions of the Lease, all improvements (including fixtures) added to the Leased Property by Tenant shall be Tenant's property and shall be removed by Tenant within ninety (90) days after termination of the Lease. Tenant shall have the obligation, to remove the Communications Facility and all concrete footings and foundations to a depth of two (2) feet below grade and to have all utilities placed thereon removed from the Leased Property, following any termination of this Lease.

4. The rights and obligations of Landlord and Tenant shall be construed solely by reference to the provisions of the Lease and in the event of any conflict between the provisions of the Lease and those of this Memorandum of Lease the provisions of the Lease shall control.

5. All mortgages, installment sale contracts and other financing instruments entered into by Landlord after the date of this Memorandum of Lease with respect to the Leased Property shall be expressly subject to and subordinate to the rights of the Tenant under the Lease unless the parties to such mortgages, contracts and other instruments deliver to Tenant an executed subordination, non-disturbance and attornment agreement in form satisfactory to Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed by themselves or their duly authorized officers as of the day and year written below for the purpose of providing an instrument for recording.

LANDLORD

City of Washington

By: [Signature]
Name: _____
Title: MAYOR
Date: JANUARY 25, 2001

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

TENANT

Cellco Partnership, a Delaware Partnership

d/b/a Verizon Wireless
By: [Signature]
Name: MICHAEL TRIZARRY
Title: VICE PRESIDENT - NETWORK, MIDWEST AREA
Date: 10/25/01

CHI-Peo MSA

**RIDER A TO MEMORANDUM OF LEASE
AND GRANT OF EASEMENTS**

**LEGAL DESCRIPTION OF LEASED PROPERTY
AND EASEMENTS**

**LEASE TRACT LEGAL DESCRIPTION
0.23 ACRE ±**

A PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST, OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 00°-38'-56" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 92.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 00°-38'-56" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°-21'-04" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00°-38'-56" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89°-21'-04" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRE, MORE OR LESS, SITUATED IN TAZEWELL COUNTY AND STATE OF ILLINOIS,

TOGETHER WITH A 20-FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT OVER, ACROSS AND THROUGH A PART OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING OF THE ABOVE-DESCRIBED TRACT OF LAND; THENCE SOUTH 89°-21'-04" WEST, A DISTANCE OF 73.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE TO BE DESCRIBED; THENCE SOUTH 00°-38'-56" EAST, A DISTANCE OF 60.84 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. BUSINESS ROUTE 24 AND THE TERMINUS OF SAID CENTERLINE.

Common Address: 1589 Walnut St.
Washington, IL 61571
Property Identification No: 02-03-18-300-005

East Washington MOL
1/19/01
Project # 00044100018
Location Code No. 2301032063

RIDER 1 TO GROUND LEASE AGREEMENT

This Rider to Ground Lease Agreement ("Rider") is attached to and made part of that certain Ground Lease Agreement by and between City of Washington and Cellico Partnership dated as of October 25, 2001 (the date the second of the two parties thereto executed the Ground Lease Agreement).

Paragraph 8 of the Ground Lease Agreement is hereby deleted in its entirety and replaced with the following:

8: Indemnification; Waiver of Subrogation

Landlord and Tenant hereby agree to indemnify, defend and hold each other harmless from and against any claim of liability or loss from personal injury or damage to the property of others in connection with the Leased Property or resulting from or arising out of the use and occupancy of the Leased Property by the indemnifying party or its agents, excepting, however, such claims or damages as may be due to or caused by the acts of the indemnified party or its agents. Neither party shall have any obligations under this Paragraph unless notified in writing of any such claim or loss within thirty (30) business days of receipt by the other party of notice of such claim or loss.

Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property on the Leased Property caused by fire or any other casualties insured against or required to be insured against hereunder (including deductible portions), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Each party shall cause each property insurance policy carried by it hereunder to be written in such manner to provide that the insurer waives all right of recovery by way of subrogation against the other party hereunder in connection with any loss or damage covered by such policy.

Signatures follow on next page.

AGREED as of the later of the two dates below:

LANDLORD

City of Washington

By: Gary W. Manier
Name: Gary W. Manier
Title: Mayor
Date: 10/19/01

TENANT

**Cellco Partnership, a Delaware partnership
d/b/a Verizon Wireless**

By: Michael J. [Signature]
Name: MICHAEL J. [Signature]
Title: VICIPRESIDENT-NETWORK, MIDWEST AREA
Date: 10/25/2001