

CITY OF WASHINGTON

PLANNING & DEVELOPMENT DEPARTMENT

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MEMORANDUM

TO: Mayor Manier and Committee of the Whole
FROM: Jon R. Oliphant, AICP, Planning & Development Director
SUBJECT: First Ordinance Reading – Blumenshine Property Verizon Lease Extension
DATE: November 16, 2018

(Request to Waive Second Reading Ordinance)

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 Celco 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.

A first ordinance reading is scheduled for the November 19 Council meeting with a request to waive the second reading in order to meet the November 30 deadline to receive the upfront payment.

Attachment

ORDINANCE NO. _____

(Synopsis: The following ordinance would approve and authorize the execution of a first amendment to ground lease agreement and a memorandum of 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 FIRST AMENDMENT TO GROUND LEASE AGREEMENT AND A MEMORANDUM OF LEASE AGREEMENT BETWEEN THE CITY OF WASHINGTON, TAZEWell COUNTY, ILLINOIS AND CELLCO PARTNERSHIP (d/b/a VERIZON WIRELESS)

WHEREAS, the City of Washington is the owner of real estate located outside the City limits in Tazewell County (formerly known as the Blumenshine Farm), on a portion of which sits a cellular telephone tower operated by Cellco Partnership, a Delaware Corporation, doing business as Verizon Wireless; and

WHEREAS, the City desires to continue 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 property or for other purposes.

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

Section 1. That both the First Amendment to Ground Lease Agreement and a Memorandum of 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 this _____ day of _____, 2018.

AYES: _____

NAYS: _____

Mayor

ATTEST:

City Clerk

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.** 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 four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding 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 the rent payable from Tenant to Landlord under the Lease is currently 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. 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, or adjoining 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. Subject to the terms and conditions of the Lease, as modified by this Amendment, Landlord shall have the right to sell, assign or transfer the Lease without any approval or consent of the Tenant. 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. **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: 301 Walnut 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.
10. **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.
11. **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.
12. **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.
13. **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.

14. **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]

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:

A part of the Southwest Quarter of Section 18, Township 26 North, Range 2 West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly described as follows, and all bearings are assumed for descriptive purposes only:

Commencing at an iron rod found at the Northwest corner of the Southwest Quarter of said Section 18; thence South 00 degrees 07 minutes 48 seconds East along the West line of said Southwest Quarter, Section 18, a distance of 1538.05 feet to a point on said West line; thence North 89 degrees 52 minutes 12 seconds East, a distance of 40.00 feet to a point on the apparent East right of way line of Dieble Road; thence continuing North 89 degrees 52 minutes 12 seconds East, a distance of 200.00 feet to a point; thence North 00 degrees 07 minutes 48 seconds West, a distance of 298.10 feet to a point on the Southwesterly right-of-way line of the A T & S F Railroad; thence North 64 degrees 29 minutes 41 seconds East along said Southwesterly right-of-way line, a distance of 2674.15 feet to a point intersecting said Southwesterly right-of-way line and the East line of said Southwest Quarter, Section 18; thence South 00 degrees 38 minutes 56 seconds East along said East line a distance of 2563.13 feet to a point on the North right-of-way line of Route 24; thence North 89 degrees 44 minutes 27 seconds West along said North right-of-way line a distance of 1913.40 feet to a point, thence North 00 degrees 04 minutes 14 seconds West, a distance of 318.66 feet to a point; thence North 89 degrees 43 minutes 39 seconds West a distance of 350.07 feet to a point; thence North 00 degrees 07 minutes 48 seconds West a distance of 26.43 feet to a point; thence North 89 degrees 43 minutes 39 seconds West a distance of 376.28 feet to a point on the apparent East right of way line of Dieble Road; thence North 00 degrees 07 minutes 48 seconds West a distance of 757.74 feet to the Point of Beginning.

Excepting therefrom:

A part of the Southwest Quarter of Section 18 (18), Township Twenty-Six (26) North, Range Two (2) West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 18; thence North 89°-30'-22" East, (bearings based on the Illinois State Plane Coordinate System, West zone 1202), along the South line of the Southwest Quarter of said Section 18, 2579.56 feet to the point of beginning of the tract to be described; from the point of beginning, thence north 00°-52'-33" West, 192.00 feet; thence North 89°-30'-22" East, 100.00 feet to the East line of the Southwest Quarter of said Section 18; thence South 00°-52'-33" East, along said East line, 192.00 feet to the Southeast corner of the Southwest Quarter of said Section 18, thence South 89°-30'-22" West, along the South line of the Southeast Quarter of said Section 18, 100.00 feet to the point of beginning, containing 0.441 acres, more or less.

Also legally described as:

EXHIBIT A (Continued)

PARENT PARCEL (Continued)

A part of the Southwest Quarter of Section Eighteen (18), Township Twenty-Six (26) North, Range Two (2) West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 18; thence North 00°-52'-40" West, (bearings based on the Illinois State Plane Coordinate System, West zone 1202), along the West line of the Southwest Quarter of said Section 18, 375.10 feet to the point of beginning of the tract to be described; from the point of beginning, thence continuing North 00°-52'-40" West, along said West line, 757.80 feet to the Southwest corner of a tract shown in Cilco book 843 page 350; thence North 89°-07'-20" East, along the South line of said tract, 240.00 feet to the Southeast corner of said Cilco tract; thence North 00°-52'-40" West, along the East line of said Cilco tract, 294.87 feet to the Southeasterly right of way line of the A.T. & S.F. railroad; thence North 63°-44'-51" East, along said Southeasterly right of way line, 2,700.08 feet to the East line of the Southwest Quarter of said Section 18; thence South 00°-52'-33" East, along said East line, 2,410.81 feet; thence South 89°-30'-22" West, 100.00 feet; thence South 00°-52'-33" East, 192.00 feet to the South line of the Southwest Quarter of said Section 18; thence South 89°-30'-22" West, along said South line, 1,813.58 feet to the Southeast corner of Hess Industrial Park; thence North 00°-50'-10" West, along the East line of said Hess Industrial Park, 348.60 feet to the Northeast corner of said Hess Industrial Park; thence South 89°-30'-43" West, along the North line of said Hess Industrial Park, 350.00 feet; thence North 00°-50'-10" West, 28.43 feet; thence South 89°-30'-43" West, 416.26 feet to the point of beginning, containing 112.331 acres, more or less.

Being Parcel Number: 02-03-18-300-011

**EXHIBIT A
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

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

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, 2042. 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: 301 Walnut 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]

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

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: _____

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

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:

A part of the Southwest Quarter of Section 18, Township 26 North, Range 2 West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly described as follows, and all bearings are assumed for descriptive purposes only:

Commencing at an iron rod found at the Northwest corner of the Southwest Quarter of said Section 18; thence South 00 degrees 07 minutes 48 seconds East along the West line of said Southwest Quarter, Section 18, a distance of 1538.05 feet to a point on said West line; thence North 89 degrees 52 minutes 12 seconds East, a distance of 40.00 feet to a point on the apparent East right of way line of Dieble Road; thence continuing North 89 degrees 52 minutes 12 seconds East, a distance of 200.00 feet to a point; thence North 00 degrees 07 minutes 48 seconds West, a distance of 296.10 feet to a point on the Southwesterly right-of-way line of the A T & S F Railroad; thence North 64 degrees 29 minutes 41 seconds East along said Southwesterly right-of-way line, a distance of 2674.15 feet to a point intersecting said Southwesterly right-of-way line and the East line of said Southwest Quarter, Section 18; thence South 00 degrees 38 minutes 56 seconds East along said East line a distance of 2563.13 feet to a point on the North right-of-way line of Route 24; thence North 89 degrees 44 minutes 27 seconds West along said North right-of-way line a distance of 1913.40 feet to a point, thence North 00 degrees 04 minutes 14 seconds West, a distance of 318.66 feet to a point; thence North 89 degrees 43 minutes 39 seconds West a distance of 350.07 feet to a point; thence North 00 degrees 07 minutes 48 seconds West a distance of 26.43 feet to a point; thence North 89 degrees 43 minutes 39 seconds West a distance of 376.28 feet to a point on the apparent East right of way line of Dieble Road; thence North 00 degrees 07 minutes 48 seconds West a distance of 757.74 feet to the Point of Beginning.

Excepting therefrom:

A part of the Southwest Quarter of Section 18 (18), Township Twenty-Six (26) North, Range Two (2) West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 18; thence North 89°-30'-22" East, (bearings based on the Illinois State Plane Coordinate System, West zone 1202), along the South line of the Southwest Quarter of said Section 18, 2579.56 feet to the point of beginning of the tract to be described; from the point of beginning, thence north 00°-52'-33" West, 192.00 feet; thence North 89°-30'-22" East, 100.00 feet to the East line of the Southwest Quarter of said Section 18; thence South 00°-52'-33" East, along said East line, 192.00 feet to the Southeast corner of the Southwest Quarter of said Section 18, thence South 89°-30'-22" West, along the South line of the Southeast Quarter of said Section 18, 100.00 feet to the point of beginning, containing 0.441 acres, more or less.

Also legally described as:

EXHIBIT A (Continued)

PARENT PARCEL (Continued)

A part of the Southwest Quarter of Section Eighteen (18), Township Twenty-Six (26) North, Range Two (2) West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 18; thence North 00°-52'-40" West, (bearings based on the Illinois State Plane Coordinate System, West zone 1202), along the West line of the Southwest Quarter of said Section 18, 375.10 feet to the point of beginning of the tract to be described; from the point of beginning, thence continuing North 00°-52'-40" West, along said West line, 757.80 feet to the Southwest corner of a tract shown in Cilco book 843 page 350; thence North 89°-07'-20" East, along the South line of said tract, 240.00 feet to the Southeast corner of said Cilco tract; thence North 00°-52'-40" West, along the East line of said Cilco tract, 294.87 feet to the Southeasterly right of way line of the A.T. & S.F. railroad; thence North 63°-44'-51" East, along said Southeasterly right of way line, 2,700.08 feet to the East line of the Southwest Quarter of said Section 18; thence South 00°-52'-33" East, along said East line, 2,410.81 feet; thence South 89°-30'-22" West, 100.00 feet; thence South 00°-52'-33" East, 192.00 feet to the South line of the Southwest Quarter of said Section 18; thence South 89°-30'-22" West, along said South line, 1,813.58 feet to the Southeast corner of Hess Industrial Park; thence North 00°-50'-10" West, along the East line of said Hess Industrial Park, 348.60 feet to the Northeast corner of said Hess Industrial Park; thence South 89°-30'-43" West, along the North line of said Hess Industrial Park, 350.00 feet; thence North 00°-50'-10" West, 26.43 feet; thence South 89°-30'-43" West, 416.26 feet to the point of beginning, containing 112.331 acres, more or less.

Being Parcel Number: 02-03-18-300-011

EXHIBIT A
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.