

**AN ORDINANCE APPROVING A LEASE AGREEMENT  
WITH CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS  
FOR CERTAIN PORTIONS OF 3000 RANDALL ROAD**

**WHEREAS**, the Village of Carpentersville is the record title owner of that certain parcel of real property located at 3000 Randall Road, Carpentersville, Illinois ("**Premises**"); and

**WHEREAS**, the Premises is improved with a water tower ("**Tower**"); and

**WHEREAS**, the Village and Chicago SMSA Limited Partnership d/b/a Verizon Wireless ("**Verizon Wireless**") desire to enter into an agreement for the lease by the Village to Verizon Wireless of certain portions of the Property and the Water Tower for an initial term of five years and up to four additional and consecutive five-year renewal terms ("**Agreement**"); and

**WHEREAS**, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to enter into the Agreement with Verizon Wireless;

**NOW, THEREFORE, BE IT ORDAINED** by the Village President and Board of Trustees of Carpentersville, Kane County, Illinois, as follows:

**SECTION 1: RECITALS.**

The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village President and Board of Trustees.

**SECTION 2: APPROVAL OF AGREEMENT.**

The Agreement by and between the Village and Verizon Wireless is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

**SECTION 3: EXECUTION OF AGREEMENT.**

The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by Verizon Wireless; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

**SECTION 4: EXERCISE OF HOME RULE AUTHORITY.**

The President and Board of Trustees hereby declare that the approval of the Agreement and the adoption of this Ordinance are made pursuant to the home rule authority and powers of the Village.

**SECTION 5: SEVERABILITY.**

If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

**SECTION 6: EFFECTIVE DATE.**

This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Motion made by Trustee Burroway, seconded by Trustee Stephens, that the Ordinance be passed.

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES** of the Village of Carpentersville, Illinois at a regular meeting thereof held on the 15<sup>th</sup> day of March, 2016, pursuant to a roll call vote as follows:

AYES: 5 (Burroway, Stephens, Sabbe, Rehberg, Schultz)

NAYS: 0

ABSENT: 1 (Humpfer)

APPROVED by me this 15<sup>th</sup> day of March, 2016.

*Ed Ritter*

Ed Ritter, Village President

(SEAL)

ATTEST:

*Therese Wilde*

Therese M. Wilde, Village Clerk

**EXHIBIT A**  
**AGREEMENT**



1200 L.W. Besinger Drive ♦ Carpentersville, Illinois 60110  
Phone (847) 426-3439 ♦ Fax (847) 426-0809 ♦ TDD (847) 426-9609  
Web Site: <http://vil.carpentersville.il.us>

March 23, 2016

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

Re: Lease Agreement between the Village of Carpentersville and  
Chicago SMSA Limited Partnership d/b/a Verizon Wireless

Dear Sir/Madame:

Enclosed are two copies of the referenced Agreement that have been executed on behalf of the Village of Carpentersville. Please have the Agreements signed by the appropriate parties for Chicago SMSA Limited Partnership and return one fully executed copy to my attention.

Thank you for your assistance.

Very truly yours,

Marc Huber  
Community Development Director/  
Assistant Village Manager  
Village of Carpentersville

Prepared by and upon recording  
Please return to:

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

**EVIDENCE OF LEASE**

**THIS EVIDENCE OF LEASE**, is made as of the 15<sup>th</sup> day of March, 2016, by and between **VILLAGE OF CARPENTERSVILLE**, an Illinois municipal corporation (**Landlord**), having an address at 1200 L.W. Besinger Drive, Carpentersville, IL 60110, and **Chiago SMSA Limited Partnership d/b/a Verizon Wireless**, an Illinois limited partnership (**Tenant**), having an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

**WITNESSETH THAT:**

**WHEREAS**, Landlord and Tenant entered into that certain lease (**Lease**) between Landlord and Tenant dated March 15, 2016, as may be amended from time to time, pursuant to which Landlord leased to Tenant certain Tower Space, Equipment Building Space, general access rights, and utility easements associated therewith (**Leased Property**) located upon real property owned by Landlord, commonly known as 3000 Randall Road in the Village of Carpentersville, State of Illinois, and legally described in Exhibit A to this Evidence of Lease (**Premises**), together with certain rights to use other portions of the Premises, as described more fully in the Lease.

**NOW, THEREFORE**, for good and valuable consideration, the parties agree as follows:

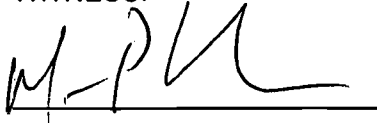
1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all the terms, covenants and conditions contained in the Lease, the Leased Property for an Initial Term of five years, beginning on March 15, 2016 and ending on March 14, 2021.

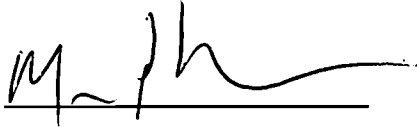
2. Landlord hereby grants to Tenant, subject to all of the terms, covenants and conditions of the Lease, the right to extend the Lease beyond the Initial Term for four successive periods of five years each. Tenant shall be deemed to have automatically exercised its right to extend the Lease unless Tenant provides written notice to Landlord of its intention not to extend at least six months prior to the end of the then current Term.

3. This Evidence of Lease is entered into pursuant to the provisions of the Lease and is subject to all of the terms, covenants and conditions contained therein, all of which are incorporated by reference herein. This Evidence of Lease is not intended to and shall not change any of the terms, covenants and conditions of the Lease.

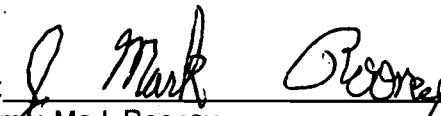
**IN WITNESS WHEREOF**, the parties hereto have executed this Evidence of Lease as of the day and year first above written.

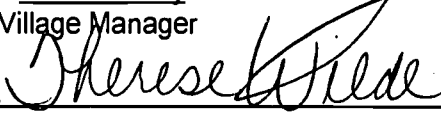
WITNESS:

  
\_\_\_\_\_

  
\_\_\_\_\_

LANDLORD: VILLAGE OF CARPENTERSVILLE

By:   
Name: Mark Rooney  
Title: Village Manager

By:   
Name: Therese Wilde  
Title: Village Clerk

TENANT: Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless

ATTEST/WITNESS:

\_\_\_\_\_

By: **Cellco Partnership, its General Partner**

By: \_\_\_\_\_  
Name: Jacque Vallier  
Title: Executive Director - Network

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF KANE )

Before me, the undersigned Notary Public in and for said State and County, on this \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared Mark Rooney and Therese Wilde, known to me to be the Village Manager and Clerk, respectively, of the VILLAGE OF CARPENTERSVILLE and known to be the identical persons who signed and severally acknowledged that they signed the foregoing instrument as such officers of the said municipal corporation for and on behalf of said municipal corporation, and that they executed the same as their free and voluntary act and deed and the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal on the day and year aforesaid.



*Rosemary McMurchie*  
\_\_\_\_\_  
Notary Public  
In and for said State and County

My commission expires: 11-23-19

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

Before me, the undersigned Notary Public in and for said State and County, on this \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared Jacque Vallier, personally to me known to be the Executive Director – Network of Cellco Partnership, general partner of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, and known to be the identical person who signed and severally acknowledged that he signed the foregoing instrument as such officer of said partnership for and on behalf of said partnership, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public  
In and for said State and County

My commission expires: \_\_\_\_\_

## Exhibit A

### Description of the Premises and Leased Property

#### PREMISES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 58 MINUTES 49 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 1174.00 FEET; THENCE NORTH 00 DEGREES 59 MINUTES 49 SECONDS WEST ALONG A LINE FORMING AN ANGLE OF 88 DEGREES 59 MINUTES 00 SECONDS FROM WEST TO NORTH WITH THE WESTERLY EXTENSION OF SAID LAST DESCRIBED QUARTER SECTION LINE 2649.35 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, SAID POINT OF INTERSECTION BEING THE PLACE OF BEGINNING AND SAID LAST DESCRIBED LINE BEARING NORTH 00 DEGREES 59 MINUTES 49 SECONDS WEST BEING HEREINAFTER REFERRED TO AS LINE "A"; THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 220.00 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 49 SECONDS EAST PARALLEL WITH SAID LINE "A" 150.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 220.00 FEET TO SAID LINE "A"; THENCE NORTH 00 DEGREES 59 MINUTES 49 SECONDS WEST ALONG SAID LINE "A" 150.00 FEET TO THE PLACE OF BEGINNING, IN VILLAGE OF CARPENTERSVILLE, IN DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS.

#### LEASED PROPERTY

PROPOSED 20' x 40' LEASE PARCEL LEGAL DESCRIPTION:

A 20.00 FEET BY 40.00 FEET LEASE PARCEL OVER THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 4 IN GLENEAGLE FARM MULTIFAMILY NORTH ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1997 AS DOCUMENT 97K090525; THENCE SOUTH 00 DEGREES 47 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 59.99 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS EAST 19.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS WEST 20.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS EAST 40.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 00 SECONDS EAST 20.00 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 00 SECONDS WEST 40.00 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. CONTAINING 800 SQUARE FEET

[continued on following page]



**PROPOSED 8' UTILITY EASEMENT #1 LEGAL DESCRIPTION:**

A 8.00 FEET WIDE UTILITY EASEMENT, 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE OVER THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN: COMMENCING AT THE NORTHEAST CORNER OF LOT 4 IN GLENEAGLE FARM MULTIFAMILY NORTH ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1997 AS DOCUMENT 97K090525; THENCE SOUTH 00 DEGREES 47 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 59.99 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS EAST 63.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS WEST 40.57 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST 155.99 FEET TO A POINT ON A WESTERLY LINE OF LOT 1 IN MENARDS MADISON COMMERCIAL RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9, 2006 AS DOCUMENT 2006K123077, SAID POINT BEING THE POINT OF TERMINUS, IN KANE COUNTY, ILLINOIS. CONTAINING 1,560 SQUARE FEET, MORE OR LESS

**PROPOSED 8' UTILITY EASEMENT #2 LEGAL DESCRIPTION:**

A 8.00 FOOT WIDE UTILITY EASEMENT, 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE OVER THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 4 IN GLENEAGLE FARM MULTIFAMILY NORTH ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1997 AS DOCUMENT 97K090525; THENCE SOUTH 00 DEGREES 47 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 59.99 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS EAST 55.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 06 MINUTES 00 SECONDS EAST 13.31 FEET; THENCE SOUTH 69 DEGREES 32 MINUTES 56 SECONDS EAST 51.08 FEET TO THE TERMINUS OF SAID LINE, IN KANE COUNTY, ILLINOIS. CONTAINING 497 SQUARE FEET, MORE OR LESS

**LEASE AGREEMENT**

**between**

**VILLAGE OF CARPENTERSVILLE  
as Landlord**

**and**

**CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS  
as Tenant**

Dated as of March 15, 2016

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## EXHIBITS

- Exhibit A Plans Depicting Antenna Facilities
- Exhibit B Plans Depicting Equipment Building
- Exhibit C Legal Description of the Premises
- Exhibit D Plans Depicting Tenant's Equipment Building Spaces
- Exhibit E Plans Depicting Tenant's Tower Space
- Exhibit F Form of Evidence of Lease
- Exhibit G Plans Depicting Generator Sharing Equipment

Site Name: Randall & Huntley  
Atty: GJ

## LEASE

**THIS LEASE AGREEMENT** (the *Lease*) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the parties named in Article 1, which parties, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

### ARTICLE 1 - PARTIES

1.1 Landlord: **VILLAGE OF CARPENTERSVILLE**, an Illinois municipal corporation (*Landlord*), whose notice and rental payment address is:

Village of Carpentersville  
1200 L.W. Besinger Drive  
Carpentersville, IL 60110

1.2 Tenant: Chicago SMSA Limited Partnership d/b/a Verizon Wireless, a(n) Illinois limited partnership (*Tenant*), whose notice address is:

180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate  
Ph: (800) 224-6620

### ARTICLE 2 - BASIC LEASE TERMS AND DEFINITIONS

In addition to other terms that are defined elsewhere in this Lease, the following terms, whenever set forth in initial capitals in this Lease, shall have the meanings set forth in this Article, except as otherwise expressly provided in this Lease:

**Antenna Facilities** The personal wireless services antenna facilities and related improvements and facilities to be installed on the Premises and devoted to Tenant's use, as depicted on Exhibit A.

**Commencement Date** The Commencement Date shall be based on the Lease Execution Date. If the Lease Execution Date falls between the 1<sup>st</sup> and the 15<sup>th</sup> of the month, the Commencement Date shall be the 1<sup>st</sup> of that month, and if the Lease Execution Date falls between the 16<sup>th</sup> and end of the month, the Commencement Date shall be the 1<sup>st</sup> of the following month. The parties acknowledge and agree that the initial Rent payment may not actually be sent by Tenant until thirty (30) days after the Commencement Date.

**Co-Tenant** Any Entity other than Tenant leasing a portion of the Premises for the Intended Use or any similar purpose.

**Delivery Date** The Delivery Date shall be the date upon which Tenant obtains the last of the Governmental Approvals and the Other Approvals.

**Entity** Any individual, corporation, firm, partnership, association, trustee or Governmental Agency.

**Equipment Building** The building or building(s) to be constructed by Tenant on the Premises, as depicted on Exhibit B, within Tenant's Equipment Building Space

**Environmental Law**

- a. Any applicable federal, state or local statute, law, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, directive, requirement by, of, or agreement with any Governmental Agency, existing as of the Lease Execution Date and as amended thereafter, relating to:
  - i. the protection, preservation or restoration of the environment (including, without limitation, air, water, vapor, surface water, ground water, drinking water supply, surface land, subsurface land, plant and animal life, or any other natural resource), or to human health and safety; or
  - ii. the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of, Hazardous Substances.
  
- b. Environmental Law also includes, without limitation, any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages related or incidental to, or threatened as a result of, the presence of or exposure to any Hazardous Substance and the following statutes and implementing regulations:
  - i. the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.);
  - ii. the Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.);
  - iii. the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.);
  - iv. the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.);
  - v. the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); and
  - vi. the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.).

**Governmental Agency** Any federal, state or local government, subdivision, district, agency, department, court, tribunal, officer, board, commission or other instrumentality.

**Governmental Approvals** All permits, licenses, easements, zoning relief, subdivision relief, orders, certificates or other authorizations issued by any applicable Governmental Agency that is required to allow for the use and occupancy of the Premises and the Equipment Building for the Intended Use and the provision of all utilities necessary for the Intended Use.

**Hazardous Substance** Any substance, whether liquid, solid or gas, that is listed, defined, designated or classified as toxic, hazardous, radioactive or dangerous under

any Environmental Law, whether by type or by quantity. Hazardous Substance includes, without limitation, any explosive or radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, special waste or petroleum products or any derivative or by-product thereof, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic or hazardous substances or related materials, as defined in any applicable Environmental Law.

**Initial Term** A period of five years beginning on the Commencement Date.

**Intended Use** The construction, installation, operation, repair, and maintenance of the Antenna Facilities and utility services related thereto.

**Lease Execution Date** The date set forth in the first paragraph of Page 1 of this Lease, irrespective of the date on which either party in fact caused this Lease to be executed.

**Lease Year** The first Lease Year shall be for a period of twelve consecutive calendar months beginning on the Commencement Date. Each Lease Year after the first Lease Year shall be a successive period of twelve calendar months.

**Leased Property** Tenant's Tower Space, together with Tenant's Equipment Building Space and the access and utility easements referenced in Article 3.

**Other Approvals** All permits, licenses, easements, zoning relief, subdivision relief, orders and certificates or other authorizations issued by any applicable Entity other than a Governmental Agency that is required to allow for the use and occupancy of the Premises and the Equipment Building for the Intended Use and the provision of all utilities necessary for the Intended Use.

**Premises** That certain real property located at 3000 Randall Road in Carpentersville, Illinois, and legally described in Exhibit C.

**Renewal Term(s)** Four periods of five Lease Years each, which shall automatically renew as set forth in Article 26 of this Lease.

**Rent** \$30,000.00 for the first Lease Year. For all subsequent Lease Years, the Rent will be 103% of the Rent of the immediately preceding Lease Year.

**Tax Year** The year in which Taxes are due and payable to the applicable Governmental Agency.

**Taxes** Ad valorem real property taxes and assessments (whether general or special) that are lawfully levied or assessed by any Governmental Agency and that become a lien on, or are levied against, the tax parcel of which the Leased Property is a part.

**Tenant's Equipment Building Space** That certain portion of the Premises on which the Equipment Building will be located, as depicted in Exhibit D, comprising approximately 800 square feet (20' x 40') in Floor Area.

**Tenant's Proportionate Share** The portion of a particular cost or charge that Landlord demonstrates is the result of Tenant's use of the Leased Property and/or the installation, maintenance, and operation of the Antenna Facilities.



**Tenant's Tower Space** Those certain areas of the Tower, as depicted in Exhibit E.

**Term** Collectively, the Initial Term and any Renewal Terms exercised pursuant to the provisions of this Lease.

**Tower** The water tower owned by Landlord and located on the Premises.

#### ARTICLE 3 - DEMISE

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Property and such related uses of the Premises as may be described in this Lease. Landlord grants Tenant the general non-exclusive right for ingress and egress to the Leased Property, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks. Landlord also grants Tenant the non-exclusive right to install and maintain utility wires, poles, cables, conduits, fiber optic cables and pipes over, under, or along two (2) separate eight foot (8') wide easements extending over the Premises from the Tenant's Equipment Building Space. The Leased Property is depicted in Exhibit D.

#### ARTICLE 4 - TERM

Tenant shall have and hold the Leased Property, and such related uses of the Premises as may be described in this Lease, for the Term, unless sooner terminated as hereinafter provided.

#### ARTICLE 5 - RENT

5.1 Within thirty (30) days after the Commencement Date, Tenant shall pay to Landlord the Rent. On the first day of each subsequent Lease Year for the balance of the Term, Tenant shall pay the Rent to Landlord.

5.2 Tenant shall pay all rent to Landlord at the address set forth in Article 1 of this Lease. Prior to the Commencement Date, Landlord agrees to provide Tenant with a complete and fully executed Internal Revenue Service ("IRS") Form W-9, or equivalent, in a form acceptable to Tenant. Landlord agrees to provide any other tax withholding forms that may later be required by the IRS during the Term of the Lease ("Rental Documentation") within thirty (30) days of receipt of a request therefor from Tenant. Delivery of Rental Documentation shall be a prerequisite for the payment of rent to Landlord; however, unpaid Rent shall accrue until Tenant has been provided the required Rental Documentation.

5.3 Effective after the first Rent payment following the Commencement Date, Tenant shall pay to Landlord a late payment charge equal to five percent of the total amount due for any rent not paid within fifteen days after the date on which such rent is due.

#### ARTICLE 6 - TAXES

6.1 The Taxes on the Leased Property shall be either:

(a) the actual Taxes if the Leased Property is a separate tax parcel; or

- (b) if the Leased Property is not a separate tax parcel, the Tenant's Proportionate Share of the amount of the Taxes included in the tax statement(s) that includes the Premises.

6.2 In the event that this Lease results in the partial or total loss of the Premises' exemption from Taxes, Tenant shall be responsible for the payment of Tenant's Proportionate Share of all Taxes assessed against the Premises that include the Leased Property:

- (a) If the Leased Property is a separate tax parcel, Tenant shall pay the full amount of all Taxes assessed thereon to the Governmental Agency.
- (b) If the Leased Property is not a separate tax parcel, Tenant shall pay to Landlord, an amount equal to Tenant's Proportional Share of the Taxes assessed on the Premises, within forty-five (45) days of receipt of a bill from Landlord.
- (c) Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. Landlord shall reasonably cooperate with Tenant at Tenant's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. In the event that Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Landlord.

6.3 Tenant shall be solely responsible for, and shall timely pay, all personal property taxes levied and assessed, if any, against Tenant or Tenant's personal property.

6.4 Tenant shall be solely responsible for all costs and expenses attributable to any divisions, consolidations, or other applications and relief relating to Taxes that result from this Lease or Tenant's use of the Leased Property and the Premises. Tenant shall reimburse Landlord for Tenant's Proportionate Share of any costs and expenses, including attorneys' fees, incurred by Landlord in connection with such matters.

#### ARTICLE 7 - USE

7.1 Prior to commencing the Intended Use, Tenant shall, at its sole cost and expense, obtain any and all Governmental Approvals and Other Approvals that may be

required in connection with the use of the Leased Property for the Intended Use. Landlord shall cooperate with Tenant in its effort to obtain such approvals. Tenant shall, within 45 days after receipt of an invoice therefor, reimburse Landlord for up to \$5,150.00 of the actual and reasonable costs and expenses incurred by Landlord in connection with any reviews or inspections performed by Landlord in connection with such Governmental Approvals and Other Approvals.

7.2 Tenant shall have the right during the Term to use the Leased Property for the Intended Use; provided, however, that Tenant shall not use the Leased Property in any manner that interferes with or disturbs the use of the Premises: (a) by Landlord for any lawful purpose; or (b) by a Co-Tenant for any lawful use authorized under Landlord's lease with Co-Tenant which existed prior to the Commencement Date of this Lease.

#### ARTICLE 8 - QUIET ENJOYMENT; CO-TENANTS

8.1 Tenant recognizes that Landlord has the right to, and may from time to time, lease a portion of the Premises to Co-Tenants; provided, however, that Landlord shall not permit any such Co-Tenants who currently have or in the future take possession of the Premises to install equipment which causes physical or technological interference with Tenant's then existing equipment.

8.2 Tenant recognizes, acknowledges and agrees that the primary purpose of Landlord's ownership and use of the Tower and the Premises is for the public purposes of providing a reliable and continuous source of potable water within and without Landlord's corporate limits, and providing public safety communications in connection with the provision of public safety services by Landlord and other Governmental Agencies. Tenant understands and agrees that its Intended Use of the Leased Property and the Premises may, from time to time, be disrupted and disturbed due to Landlord's obligation to provide potable water and such other services, including emergency situations as determined by Landlord, and Tenant agrees to cooperate with Landlord in Landlord's provision of such services; provided, however, that Tenant shall be permitted to install and operate a temporary communications facility at the Tenant's own expense on the Premises in the event Landlord's provision of such services causes a material interruption of Tenant's operations at the Leased Property, which facility may be only installed in accordance with zoning, building and other applicable laws. If Landlord shall require Tenant to temporarily relocate the Antenna Facilities in order for Landlord to perform maintenance, repair, or similar work on the Tower, Landlord shall provide Tenant with at least ninety (90) days' written notice prior to requiring Tenant to relocate, and Tenant shall have the right to install and operate a temporary communications facility on the Premises in a location that is fully compatible for Tenant's use, in Tenant's reasonable discretion, and is similar to Tenant's existing location in size. Upon completion of any maintenance, repair or similar work by Landlord, Tenant shall be permitted to return to its original location on the Tower. Tenant shall bear the full cost and expense of any such relocation.

8.3 Subject to the other terms and provisions of this Article, Landlord covenants and agrees that upon: (a) payment by Tenant of Rent as set forth in Article 5 of this Lease; and (b) performance by Tenant of all terms, covenants and conditions of this Lease applicable to Tenant, Tenant shall peaceably and quietly hold and enjoy the Leased Property and the rights and privileges granted for the Term demised without

hindrance or interference by Landlord, and Landlord shall perform all of its obligations under this Lease.

8.4 In the event that: (a) Tenant's use of the Leased Property for the Intended Use is interfered with or disturbed by a Co-Tenant or an officer, agent, employee or contractor of, or other Entity acting on behalf of, a Co-Tenant; or (b) any property of Tenant's located on the Premises is damaged by a Co-Tenant or an officer, agent, employee or contractor of, or other Entity acting on behalf of, a Co-Tenant, Tenant shall make any claim for such interference, disturbance or damage directly against such Co-Tenant and shall neither have nor make any claim therefor against Landlord, unless such interference, disturbance, or damage is caused in part by the actions of Landlord, its agents, employees, or contractors. Notwithstanding the foregoing, Landlord shall reasonably cooperate with Tenant to resolve such interference, disturbance or damage. Tenant shall provide a copy of any notice by Tenant to a Co-Tenant of such claim. The provisions in Article 14 of this Lease shall include all claims among Tenant and any Co-Tenants. Landlord shall include this Section 8.4 in all leases with Co-Tenants executed after the Commencement Date.

#### ARTICLE 9 - UTILITIES

From the Commencement Date and continuing throughout the Term:

- (a) Tenant shall be responsible for obtaining any utility services for the Leased Property that it desires.
- (b) Tenant's use and consumption of any utility services upon the Premises shall be separately metered, at Tenant's cost and expense, from that of Landlord and all Co-Tenants and other occupants of the Premises.
- (c) Tenant shall be responsible for, and shall pay promptly, all charges for utility services used or consumed by Tenant on the Premises.

#### ARTICLE 10 - ACCESS

Tenant and its authorized representatives shall have the right to enter the Leased Property upon 24 hours' notice to Landlord; provided, however, that notice to Landlord shall not be required for Tenant to access Tenant's Equipment Building Space in the event of a bona fide emergency as determined by Tenant's sole discretion. Landlord and its agents shall have the right to enter Tenant's Equipment Building Space for the purpose of examining and inspecting, upon 24 hours' notice to Tenant; provided, however, that prior notice to Tenant shall not be required in the event of a bona fide emergency, but Landlord shall provide written notice to Tenant within seven (7) days after such emergency if Landlord enters Tenant's Equipment Building Space. Landlord and its agents shall have the unrestricted right to enter the Premises and access the Tower for operating, maintaining, testing, repairing, and replacing the Tower and the Premises at any time without notice to Tenant; provided, however, that Landlord shall give Tenant twenty-four (24) hours' telephonic notice to (800) 224-6620 in the event Landlord intends to access Tenant's Tower Space.

## ARTICLE 11 - PROPERTY IN OR UPON LEASED PROPERTY

All facilities, equipment and property of any nature that may be installed or placed in or upon the Leased Property by Tenant shall remain the property of Tenant. Landlord waives any right it may have in said facilities, equipment and property. Tenant may assign, lien, encumber, mortgage or create a security interest in or upon its facilities, equipment or other property in or upon the Leased Property without the consent of Landlord; provided, however, that Tenant may not assign, lien, encumber, mortgage or create a security interest in any facilities, equipment or property of the Landlord, including the Tower and the Premises.

## ARTICLE 12 - MAINTENANCE

12.1 Tenant shall, at its sole cost and expense, maintain the Antenna Facilities and all of its improvements, equipment and other personal property located upon or within the Leased Property in good condition and repair. Tenant shall keep the Leased Property free of debris and free of any dangerous, noxious, hazardous or offensive condition.

12.2 Tenant shall maintain the Equipment Building in good condition and repair, and at its sole cost and expense.

12.3 Tenant shall paint the Equipment Building and the Antenna Facilities in a color that matches, as closely as possible, the paint color of the Tower.

## ARTICLE 13 - IMPROVEMENTS

13.1 The Antenna Facilities installed on the Leased Property shall conform with the plans shown in Exhibit A. No change in or modification to the Antenna Facilities that is not in conformance with Exhibit A shall be made by Tenant without an amendment to this Lease in the manner provided in Article 28 of the Lease.

13.2 Tenant intends to install an emergency power generator ("Generator") inside the Equipment Building Space. In conjunction with the construction and initial installation of its Antenna Facilities at the Premises, Tenant shall, at its sole expense, install certain equipment within the base of the Tower and the wiring necessary to connect Tenant's Generator thereto ("Generator Sharing Equipment"), as depicted in Exhibit G, for Landlord's use. In the event of an emergency power outage in which Tenant has turned on and is operating its Generator, Landlord shall be permitted to also draw power from the Generator. In such event, Landlord may draw up to 5 kW of power from the Generator without Tenant's prior written consent, which consent may be withheld at Tenant's sole discretion and may be conditioned upon receipt by Tenant of additional compensation. If Landlord modifies the Generator Sharing Equipment, uses the Generator on an unauthorized occasion, or installs equipment which draws power in excess of the kW limitation contained in this paragraph without Tenant's consent, or otherwise exceeds such kW limitation, Landlord shall be responsible for bearing all costs and losses incurred by Tenant resulting therefrom, without limitation. Landlord accepts the Generator Sharing Equipment in as-is condition. Tenant shall maintain its Generator in good working condition, but shall have no obligation to maintain the Generator Sharing Equipment after its initial installation. Landlord shall have no right to access the Generator unless accompanied by a duly authorized agent of Tenant. Tenant expressly disclaims any express or implied warranty or representation that the Generator Sharing Equipment will be suitable for Landlord's purposes. Landlord agrees to indemnify Tenant against and hold it harmless from all claims, damages, or

causes of action which may be attributable to any power failures, or destruction or damage to the Premises which arise from Landlord's use of the Generator Sharing Equipment, except to the extent such claims or damages arise from the sole negligence or willful misconduct of Tenant. Tenant reserves the right to terminate the connection between its Generator and the Generator Sharing Equipment if it determines, in its sole discretion, that such connection or Landlord's use of the Generator Sharing Equipment is causing interference with Tenant's permitted use of the Premises under this Lease.

#### ARTICLE 14 - INDEMNIFICATION

Tenant shall indemnify, save harmless, and defend Landlord, its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise or be alleged to have arisen, out of or in connection with the existence of this lease or any act or omission of Tenant whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of tenant, except to the extent caused by the sole negligence or willful and wanton acts or omissions of Landlord or its employees, contractors or agents.

#### ARTICLE 15 - INSURANCE

15.1 Tenant shall maintain insurance on any of its property located on the Premises as it may deem reasonable and necessary. Landlord shall have no liability for damage, destruction or loss to such property.

15.2 Tenant shall maintain, at its sole cost and expense, throughout the Term, the following policies of insurance issued by a company with at least an "A" rating from the most recently published *A.M. Best and Company Guide* and authorized to do business in the State of Illinois:

- (a) Commercial General liability insurance with a limit of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, insuring Tenant against liability arising out of the use of the Leased Premises by Tenant.
- (b) Commercial Automobile liability insurance covering all owned, non-owned and hired vehicles, with a combined single limit of \$2 million each accident for bodily injury and property damage.
- (c) Workers' compensation insurance, in compliance with the statutory requirements of the state of operations, and employees' liability insurance in the amount of \$1 million each accident/disease/policy limit.

With respect to all insurance policies required to be maintained by Tenant pursuant to this Lease:

- (d) Excluding workers compensation and employer's liability, the following parties shall be included as additional insured as their interest may appear:

Site Name: Randall & Huntley  
Atty: GJ

The Village of Carpentersville and its boards, committees, commissions, officers, and employees.

(e) The policy shall contain the following endorsement:

"The insurer shall give the Village of Carpentersville at least sixty days prior written notice of any intention to cancel, such notice to be given by certified mail, return receipt requested, addressed to: Village Manager, Village of Carpentersville, 1200 L.W. Besinger Drive, Carpentersville, IL 60110

Tenant shall send a certificate of insurance for each such policy to Landlord annually and any time a new policy is issued.

15.3 Landlord shall, at its own cost and expense, at all times throughout the Term carry all-risk property insurance for or properly self-insure the Equipment Building.

#### ARTICLE 16 - EMINENT DOMAIN

In the event that all or substantially all of the Premises shall be taken by any Governmental Agency or utility that has the power of eminent domain, then Tenant shall have the right to terminate this Lease within 60 days thereafter. Each party shall have the right to maintain its own respective action against the condemning authority for its respective damages and neither party shall have any interest in any award granted to the other.

#### ARTICLE 17 - ENVIRONMENTAL COMPLIANCE

17.1 Tenant shall, at Tenant's sole cost and expense, comply with all Environmental Laws pertaining to Tenant's operations on the Premises.

17.2 Tenant shall not cause or permit any Hazardous Substance to be brought, kept, stored or used in or about the Premises; provided, however, that Tenant may use batteries or a temporary generator to provide power for the Antenna Facilities in the event of a bona fide emergency, so long as such power source, and its operation and use, complies with all Environmental Laws.

17.3 If Tenant causes or permits any Hazardous Substance to be brought, kept, stored or used in or about the Premises and such violation results in the contamination of the Premises, Tenant shall indemnify, save harmless and defend Landlord, and its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses that may arise, or be alleged to have arisen, out of or in connection with Tenant's acts or omissions in connection with such Hazardous Substance, except to the extent caused by the sole negligence or willful and wanton acts or omissions of Landlord or its employees, contractors or agents.

17.4 Tenant represents, covenants and warrants that Tenant's operations in, on or under the Premises shall be in compliance with all applicable Environmental Laws.

ARTICLE 18 - ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease, in whole or in part, or sublet all or any part of the Leased Property, without the express written consent of Landlord, except that this Lease may be sold, assigned or transferred by Tenant without any approval or consent of Landlord to Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. Any assignment or subletting in violation of this Article 18 shall, at Landlord's option, be deemed to be void and of no force or effect. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants or conditions of this Lease.

ARTICLE 19 - DEFAULT

19.1 Tenant shall be in default of this Lease if Tenant shall:

(a) fail to pay, when due, any Rent or any other sums due and payable hereunder within 15 days after receipt of written notice from Landlord to Tenant specifying the amount and details of unpaid Rent or other sums due hereunder; or

(b) breaches any other covenant or condition of this Lease and does not cure such other default within 30 days after receipt of written notice from Landlord specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said thirty day period and if Tenant is diligently and continuously pursuing such cure to completion then such cure period may be extended as necessary given the nature of the cure);

(c) if Tenant ceases to operate or use the Leased Property for its Intended Use for a period of two (2) years, in which case the Leased Property shall be deemed abandoned upon written notice from Landlord to Tenant;

(d) if Tenant is adjudicated as bankrupt or makes an assignment for the benefit of creditors; or

(e) if Tenant becomes legally insolvent.

19.2 In the event of a default as described above, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have in law or equity with only such further demand or notice as may be required by applicable law, to (a) re-enter the Leased Property, and/or (b) eject all persons therefrom, and declare this Lease at an end, in which event Tenant shall immediately remove the Antenna Facilities and pay Landlord a sum of money equal to the total of: (i) the amount of the unpaid Rent accrued through the date of termination; and (ii) any other reasonable amount necessary to compensate Landlord for all detriment directly and proximately caused by Tenant's failure to perform its obligation under the Lease. No re-entry and taking of possession of the Leased Property by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless either a written notice of such intention



is given to Tenant by Landlord, or the Village's re-entry causes an ongoing interruption of Tenant's operations at the Leased Property.

19.3 Landlord shall be in default of this Lease if Landlord shall breach any of its covenants contained in this Lease and does not cure such other default within 30 days after notice from Tenant specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30 day period and if Landlord is diligently and continuously pursuing such cure to completion then such cure period may be extended by up to 90 additional days). Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if Landlord fails, within five (5) days after receipt of written notice to perform an obligation required to be performed by Landlord under this Lease, if the failure to perform such an obligation physically or technologically interferes with Tenant's operations at the Leased Property.

19.4 In the event of a default by Landlord as described above, Tenant shall have the right, at its option, in addition to and not exclusive of any other remedy Tenant may have in law or equity with only such further demand or notice as may be required by applicable law, and in consultation with the Village, to take either of the following actions: (i) perform Landlord's duty or obligation on Landlord's behalf, in which case the costs and expenses of any such performance shall be due and payable to Tenant by Landlord upon receipt of an invoice therefor, or (ii) terminate this Lease.

#### ARTICLE 20 - FORCE MAJEURE

Except as otherwise expressly set forth herein, in the event either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive laws or regulations of Governmental Agencies, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in doing acts required under the terms, covenants and conditions of this Lease (all of such reasons or causes referred to in this Lease as *Force Majeure*), then performance of such acts shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### ARTICLE 21 - EVIDENCE OF LEASE

Concurrent with the execution of this Lease, Landlord and Tenant shall execute an evidence of this Lease for recording, substantially in the form of Exhibit F (*Evidence of Lease*). The cost of recording the Evidence of Lease shall be paid by Tenant. In the event of a significant change to the terms, covenants and conditions of this Lease, as determined by agreement of the parties, Landlord and Tenant shall execute and record a new or amended and restated Evidence of Lease stating such changed terms.

#### ARTICLE 22 - ESTOPPEL CERTIFICATE

Upon notice from either Landlord or Tenant to the other party, such other party shall, within thirty (30) days of receipt of such notice, execute and deliver to the requesting party, without charge, a written statement:

- (a) ratifying this Lease;

- (b) certifying that this Lease is in full force and effect, if such is the case, and has not been modified, assigned, supplemented or amended, except by such writings as shall be stated;
- (c) certifying that all terms, covenants and conditions under this Lease to be satisfied and performed have been satisfied and performed, except as shall be stated;
- (d) certifying that the other party is not in default under this Lease, or stating the defaults claimed; and
- (e) reciting the amount of advance rental, if any, paid by Tenant and the date to which rental has been paid.

#### ARTICLE 23 - SUBORDINATION

23.1 Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any first mortgage or deed or trust or bond now or hereafter placed upon Landlord's interest in the Premises; provided, however, that:

- (a) Tenant's possession of the Leased Property shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease; and
- (b) Tenant's duties and obligations under this Lease shall not be expanded nor its rights diminished by the operation of this Article,

23.2 Tenant shall attorn to the mortgagee, trustee, beneficiary or bond holder under any such mortgage, deed of trust or bond, and to the purchaser in a sale pursuant to the foreclosure thereof; provided, however, that Tenant's possession of the Premises shall not be disturbed so long as Tenant shall continue to perform its obligations under the Lease.

#### ARTICLE 24 - SURRENDER OF LEASED PROPERTY

Within ninety (90) days after the expiration of the Term, Tenant will quit and surrender the Leased Property in as good a state and condition as received, reasonable wear and tear, items that are Landlord's responsibility for repair, and damage by insurable casualty, excepted.

#### ARTICLE 25 - HOLD OVER

In the event Tenant fails to deliver possession of the Leased Property within ninety (90) days after the last day of the Term, this Lease shall be extended on a month-to-month basis until terminated by either party hereto by thirty days prior written notice. Rent due to Landlord during any such extended time shall be equal to 125% of the rent due during the prior Lease Year.

#### ARTICLE 26 - RENEWAL TERM(S)

Landlord hereby grants to Tenant the right and option to renew this Lease and extend the Term for the Renewal Term(s) upon the terms, covenants and conditions contained in this Lease. Tenant shall be deemed to have automatically exercised its option to renew unless Tenant provides written notice to Landlord of its intention not to renew the Lease at least 6 calendar months before the expiration of the then current Term.

#### ARTICLE 27 - BROKER'S COMMISSION

Landlord and Tenant each warrant to the other that they have used no brokerage Entity in connection with this Lease and that no brokerage fees or commissions are owed in connection therewith. Each party shall, and does hereby, indemnify, save harmless and agree to defend the other from any liability for any such fees and commissions.

#### ARTICLE 28 - GENERAL

**28.1 Notices.** Any notice or other communication required or permitted to be given under this Lease shall be in writing and shall be: (a) delivered by a reputable overnight courier; or (b) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Lease, notices shall be deemed received at the earlier of actual receipt or refusal, as shown on the receipt obtained pursuant to either (a) or (b) above. Notices shall be directed to the parties at their respective addresses set forth in Article 1 of this Lease or at such other address as either party may, from time to time, specify by written notice to the other in the manner described above.

**28.2 Time of the Essence.** Time is of the essence in the performance of all terms, covenants and conditions of this Lease.

**28.3 Rights Cumulative.** Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

**28.4 Non-Waiver.** The failure of Landlord or Tenant to enforce against the other any term, covenant or condition of this Lease shall not be deemed a waiver thereof, nor void or affect the right of the aggrieved party to enforce the same term, covenant or condition on the occasion of any subsequent breach or default; nor shall the failure of either party to exercise any option in this Lease upon any occasion arising therefor be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

**28.5 No Joint Venture.** It is hereby understood and agreed that nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being agreed that no provision herein contained nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

28.6 **Consents.** Whenever the consent or approval of either party is required herein, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, both parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

28.7 **Warranties Regarding Execution.**

(a) In order to induce Tenant to enter into this Lease, Landlord hereby warrants and represents to Tenant as follows:

- i. Landlord has the authority and legal right to make, deliver and perform this Lease and has taken all necessary actions to authorize the execution, delivery and performance of this Lease; and
- ii. the execution, delivery and performance of this Lease: (A) is not prohibited by any requirement of law under any contractual obligation of Landlord; (B) will not result in a breach or default under any agreement to which Landlord is a party or to which Landlord is bound; and (C) will not violate any restrictions, court order or agreement to which Landlord is subject; and
- iii. The party executing this Lease on behalf of Landlord has full authority to bind Landlord to the obligations set forth herein.

(b) In order to induce Landlord to enter into this Lease, Tenant hereby warrants and represents to Landlord as follows:

- i. Tenant has the authority and legal right to make, deliver and perform this Lease and has taken all necessary actions to authorize the execution, delivery and performance of this Lease; and
- ii. the execution, delivery and performance of this Lease: (A) is not prohibited by any requirement of law under any contractual obligation of Tenant; (B) will not result in a breach or default under any agreement to which Tenant is a party or to which Tenant is bound; and (C) will not violate any restrictions, court order or agreement to which Tenant is subject; and
- iii. The party executing this Lease on behalf of Tenant has full authority to bind Tenant to the obligations set forth herein.

28.8 **Governing Law.** This Lease shall be governed by, construed and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois.

28.9 **Severability.** If any term, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

28.10 **Entire Agreement.** This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect.

28.11 **Successors and Assigns.** The terms, covenants and conditions of this Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

28.12 **Grammatical Usage and Construction.** In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

28.13 **Interpretation.** This Lease shall be construed without regard to the identity of the party who drafted the various provisions hereof. Moreover, each and every provision of this Lease shall be construed as though all parties hereto participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable hereto.

28.14 **Headings.** The table of contents, heading, titles and captions in this Lease have been inserted only for convenience and in no way define, limit, extend or describe the scope or intent of this Lease.

28.15 **Exhibits.** Exhibits A through G attached hereto are, by this reference, incorporated in and made a part of this Lease. In the event of a conflict between an exhibit and the text of this Lease, the text of this Lease shall control.

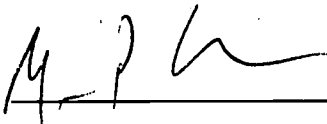
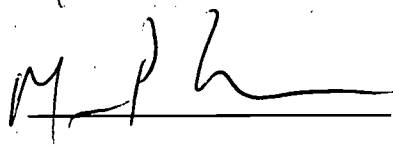
28.16 **Amendments and Modifications.** This Lease may not be modified or amended except by written instrument executed by each of the parties hereto.

28.17 **Calendar Days and Time.** Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or Federal holiday.

Site Name: Randall & Huntley  
Atty: GJ

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
  
\_\_\_\_\_

LANDLORD: VILLAGE OF CARPENTERSVILLE

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

Name: Mark Rooney  
Title: Village Manager

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

Name: Therese Wilde  
Title: Village Clerk

TENANT: CHICAGO SMSA LIMITED PARTNERSHIP  
D/B/A VERIZON WIRELESS

BY: CELLCO PARTNERSHIP, ITS GENERAL PARTNER

ATTEST/WITNESS:

\_\_\_\_\_

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

Name: Jacque Vallier  
Title: Executive Director - Network

EXHIBIT A

**PLANS DEPICTING ANTENNA FACILITIES**

[see attached]

EQUIPMENT CHANGE REQUEST FORM- ECR

Cell Name: **Randall & Huntley**  
 Location Number: **281793**  
 Date of Request: **8/31/2015**  
 RF Engineer: **Shoob Nagi**  
 Market: **Elgin-1**  
 Cell ID: **4023**  
 Address: **2300 Randall Road**  
 City/State/Zip: **Carpentersville, IL 60110**

PROPOSED CONFIGURATION

Sector	Pole	Antenna		Antenna Manufacturer	Antenna Model	Antenna Serial Number	Configuration		Variable Tilt	Mechanical Tilt	Action								
		Port	RF Path				Centerline	Azimuth											
Alpha	A1	L1 (+45)	Unused at this time	ERICSSON	KXC 118 048		120	80	2	0	Add-lease ONLY								
		L2 (+45)	Unused at this time																
		H1 (+45)	Unused at this time																
		H2 (+45)	Unused at this time																
	A2	L1 (+45)	Unused at this time									ERICSSON	KXC 118 048		120	80	2	0	Add-lease ONLY
		L2 (+45)	Unused at this time																
		H1 (+45)	Unused at this time																
		H2 (+45)	Unused at this time																
	A3	L1 (+45)	Unused at this time									ERICSSON	KXC 118 048		120	80	2	0	Add-lease ONLY
		L2 (+45)	Unused at this time																
		H1 (+45)	Future PCS																
		H2 (+45)	Future PCS																
A4	L1 (+45)	LTE C - NoTxD	ERICSSON	KXC 118 048		120	80	2	0	Add-Install									
	L2 (+45)	LTE C - NoTxD																	
	H1 (+45)	AWS - NoTxD																	
	H2 (+45)	AWS - NoTxD																	
Beta	B1	L1 (+45)	Unused at this time	ERICSSON	KXC 118 048		120	170	2	0	Add-lease ONLY								
		L2 (+45)	Unused at this time																
		H1 (+45)	Unused at this time																
		H2 (+45)	Unused at this time																
	B2	L1 (+45)	Unused at this time									ERICSSON	KXC 118 048		120	170	2	0	Add-lease ONLY
		L2 (+45)	Unused at this time																
		H1 (+45)	Future PCS																
		H2 (+45)	Future PCS																
	B3	L1 (+45)	Unused at this time									ERICSSON	KXC 118 048		120	170	2	0	Add-Install
		L2 (+45)	Unused at this time																
		H1 (+45)	Future PCS																
		H2 (+45)	Future PCS																
B4	L1 (+45)	Unused at this time	ERICSSON	KXC 118 048		120	170	2	0	Add-Install									
	L2 (+45)	Unused at this time																	
	H1 (+45)	Future PCS																	
	H2 (+45)	Future PCS																	
GAMMA	G01	L1 (+45)	Unused at this time	ERICSSON	KXC 118 048		120	250	2	0	Add-lease ONLY								
		L2 (+45)	Unused at this time																
		H1 (+45)	Unused at this time																
		H2 (+45)	Unused at this time																
	G02	L1 (+45)	Unused at this time									ERICSSON	KXC 118 048		120	250	2	0	Add-lease ONLY
		L2 (+45)	Unused at this time																
		H1 (+45)	Future PCS																
		H2 (+45)	Future PCS																
	G03	L1 (+45)	Unused at this time									ERICSSON	KXC 118 048		120	250	2	0	Add-Install
		L2 (+45)	Unused at this time																
		H1 (+45)	Future PCS																
		H2 (+45)	Future PCS																
G04	L1 (+45)	Unused at this time	ERICSSON	KXC 118 048		120	250	2	0	Add-Install									
	L2 (+45)	Unused at this time																	
	H1 (+45)	Future PCS																	
	H2 (+45)	Future PCS																	

Comments

PPC CONNECTORS ONLY

1 PROPOSED ANTENNA CONFIGURATION  
N.T.S.

Proposed

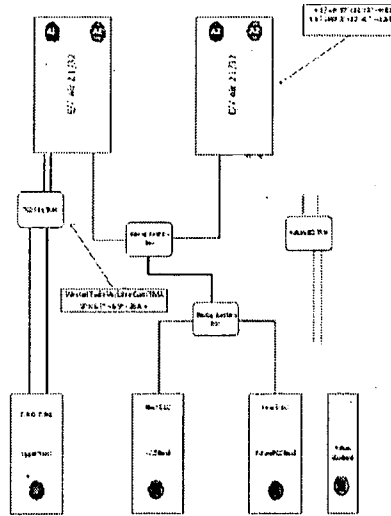
Passive Components	Location	Manufacturer	Component Model	Count	Action
	Top (Platform)				
Bottom (Shelter)					
Top (Platform)					
Bottom (Shelter)					
Top (Platform)			TMA - 700	3	Install
Top (Platform)	Raycap		RCMDC-3315-PF-4B	1	Install
Bottom (Shelter)	Raycap		RCMDC-3315-PF-4B	1	Install
Top (Platform)					Install
Bottom (Shelter)					Install

Coax	Sector	Coax Manufacturer	Type	Size	Count	Action
	Alpha	ANDREW	LD7-50A	1 5/8	2	Install
Beta	ANDREW	LD7-50A	1 5/8	2	Install	
Gamma	ANDREW	LD7-50A	1 5/8	2	Install	
AWS	Andrew	HFT-1206-24S26	1 5/8	1	Install	

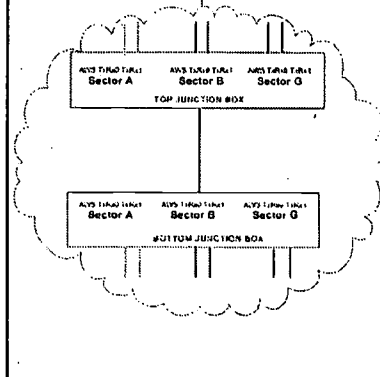
Comments

2 COMBINER CABLE DATA INFORMATION  
N.T.S.

NewNero 1



3 CABLE DIAGRAM  
N.T.S.



2 CABLE DIAGRAM @ JUNCTION BOX  
N.T.S.

CHICAGO SMSA limited partnership db/a VERIZON WIRELESS

TERRA CONSULTING INC. 500 S. WISCONSIN ST. SUITE 1000 P.O. BOX 1000 ELGIN, IL 60120-1000 TEL: 815-708-4400 FAX: 815-708-4401

NO	DATE	BY	DESCRIPTION
10	08/24/15	TJW	UPDATE WITH VILLAGE COMMENTS
11	08/24/15	JTM	UPDATE SITE ADDRESS
12	08/24/15	JTM	ADD LOAD CENTER FOR LAND LOAD
13	08/24/15	JTM	UPDATE SHIELDING INFORMATION PER GOOD TECH
14	08/24/15	JTM	UPDATE WITH VILLAGE COMMENTS
15	08/24/15	JTM	UPDATE WITH VILLAGE COMMENTS
16	08/24/15	JTM	RELOCATE RELEASE AREA

LOC. # 281793

RANDALL & HUNTLEY

3000 RANDALL ROAD  
CARPENTERSVILLE, IL 60110

DRAWN BY: JAY  
 CHECKED BY: TAZ  
 DATE: 08/18/14  
 PROJECT #: 33-1577

SHEET TITLE  
ANTENNA INFORMATION

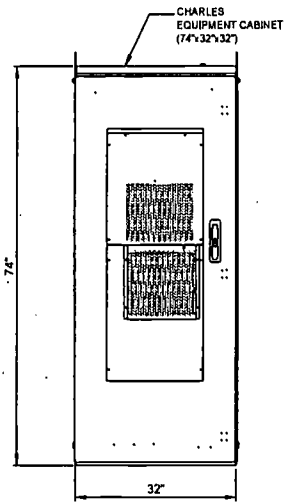
SHEET NUMBER  
**ANT-2**



EXHIBIT B

**PLANS DEPICTING EQUIPMENT BUILDING**

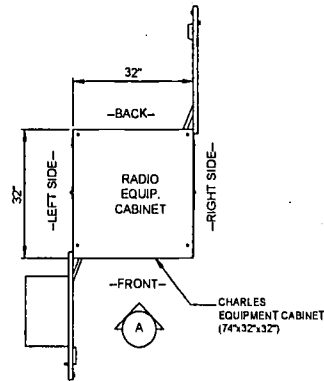
[see attached]



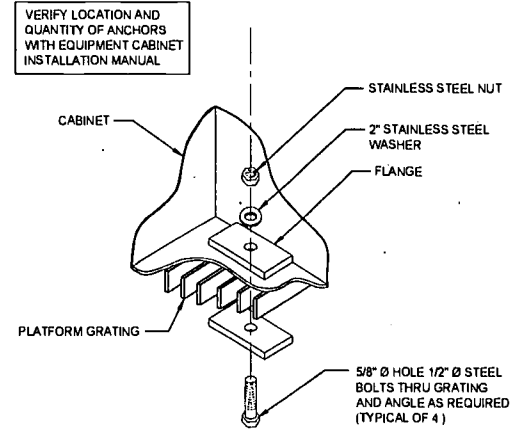
CABINET ELEVATION A

1 CHARLES CUBE-PM63912UN3 CABINET DIMENSIONS  
SCALE: N.T.S

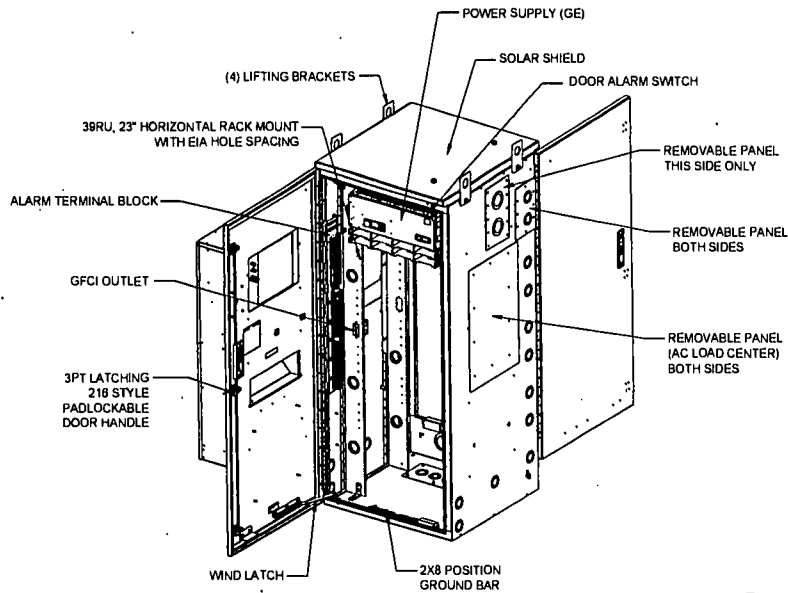
Category	
Dimensions and weight	74"H x 32"W x 32"D 535 lbs. as shipped
23" Front and Rear Equipment Rack Spacing and Hole Spacing	68" (39RU) EIA spacing with tapped 12 - 24 mounting holes
Color	Off-White
Material	.125" Welded Aluminum
Maximum Heat Dissipation	2900W
10000 BTU Air Conditioner with 2000W heater	Dantherm #1A/CT-81000
Electrical outlet	One GFCI outlet
-48VDC power system with controller	GE infinity S: NE64824-23-ACS-PS8-DC1E
Bonding and Grounding	(4) 2x8-position Ground Bars
Cable Entrance	REFER TO DETAIL BELOW
Operating Temp. Range, Inside Enclosure	-40° to +149°F, 40° to 65°C
Operating Temp. Range, Outside Enclosure	-40° to +115°F, 40° to 46°C
Humidity	0 to 95% (non-condensing)
Altitude	Up to 2,000 meters (6560')



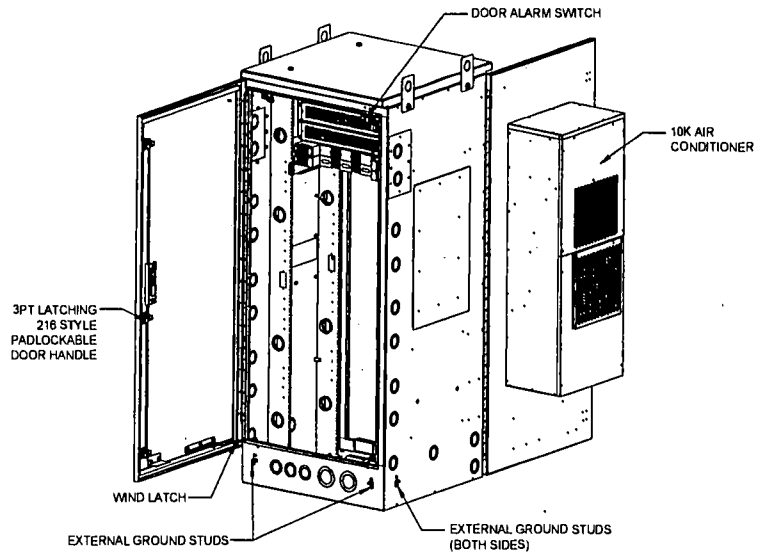
2 CHARLES CUBE-PM63912UN3 CABINET DIMENSION PLAN  
SCALE: N.T.S



3 TYPICAL CABINET ANCHORING DETAIL  
SCALE: N.T.S



4 CHARLES CUBE-PM63912UN3 CABINET COMPONENTS  
SCALE: N.T.S



**CHICAGO SMSA**  
limited partnership  
d/b/a VERIZON WIRELESS

**TERRA**  
CONSTRUCTION  
500 WILSON AVENUE  
PARK RIDGE, IL 60068  
TEL: 847-484-4401

REVISIONS	DATE	BY	DESCRIPTION
1	08/03/14	JAY	UPDATE WITH VILLAGE COMMENTS
2	07/03/14	JAY	UPDATE BIT ADDRESS
3	11/03/14	JAY	ADD LOAD CENTER FOR LAND LOAD
4	12/03/14	JAY	UPDATE BATTERY FORMATION PER GEOTECH
5	02/04/15	JAY	UPDATE PER VILLAGE COMMENTS
6	02/04/15	JAY	RELOCATE RELEASE ARM

LOC. # 281793

**RANDALL & HUNTLEY**

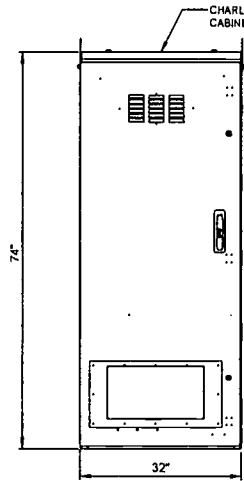
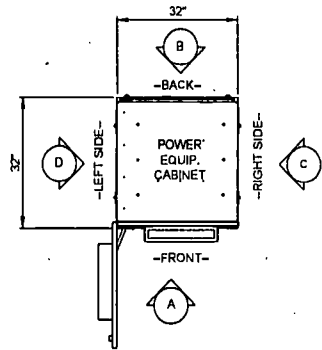
3000 RANDALL ROAD  
CARPENTERSVILLE, IL 60110

DRAWN BY:	JAY
CHECKED BY:	TAZ
DATE:	08/18/14
PROJECT #	33-1577

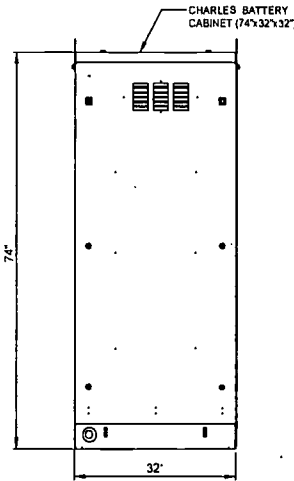
SHEET TITLE  
EQUIPMENT  
DETAILS

SHEET NUMBER  
**EQ-1**

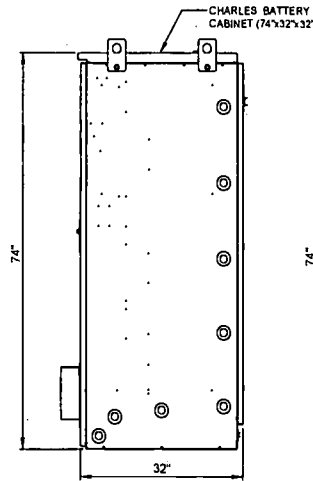
CHARLES CUBE-BB4BE1HN1	
DIMENSIONS	32"W x 32"W x 72"H
WEIGHT	800 LBS (EMPTY)
WEIGHT	2685 LBS (w/N-Cd BTY)
BATT. SUPPORT	5 STRINGS SAFT TEL 180, 48V
THERMAL	DAC



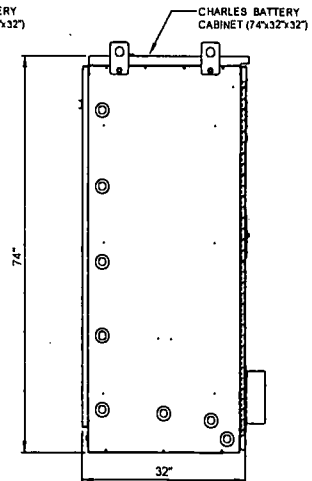
CABINET ELEVATION A



CABINET ELEVATION B



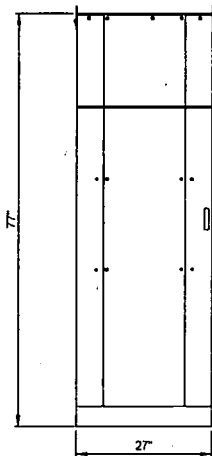
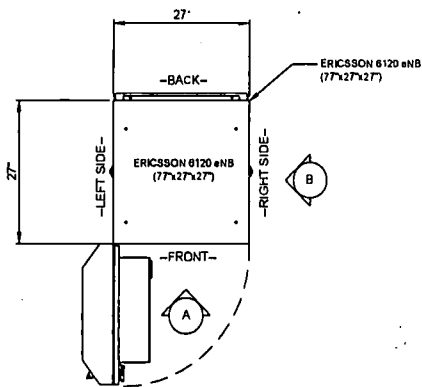
CABINET ELEVATION C



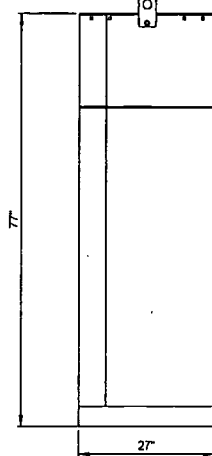
CABINET ELEVATION D

1 CHARLES CUBE-BB4BE1HN1 CABINET DIMENSIONS  
SCALE: N.T.S.

ERICSSON 6120 eNB	
DIMENSIONS	27"W x 27"W x 77"H
WEIGHT	LBS

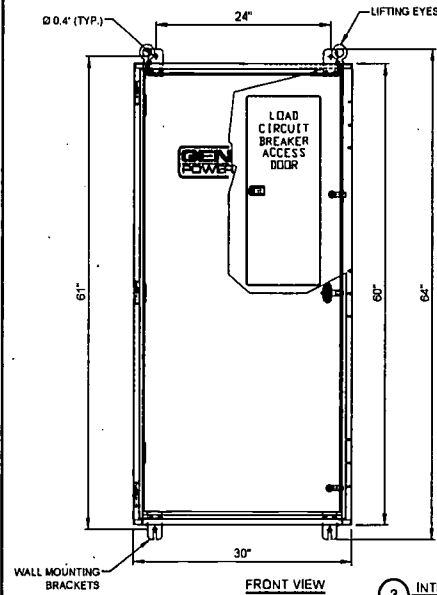


CABINET ELEVATION A



CABINET ELEVATION B

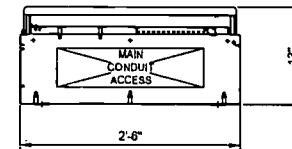
2 ERICSSON 6120 eNB CABINET DIMENSIONS  
SCALE: N.T.S.



FRONT VIEW

3 INTEGRATED LOAD CENTER  
SCALE: N.T.S.

ILC RATED AMPS	Voltage	Phase	Enclosure Height	Enclosure Width	Enclosure Depth	Weight (lbs.)
200	120/240	1	60"	30"	10"	350
200	120/208	3	60"	30"	10"	350



BOTTOM VIEW

**CHICAGO SMSA**  
limited partnership  
dba VERIZON WIRELESS



NO	DATE	BY	DESCRIPTION
1	09/20/14	TJL	UPDATE WITH VILLAGE COMMENTS
2	10/15/14	JFM	UPDATE SITE ADDRESS
3	11/03/14	JFM	ADD LOAD CENTER FOR LANDLORD
4	12/09/14	JFM	UPDATE SHELLER FOUNDATION FOR CRACKS
5	02/03/15	JFM	UPDATE WITH CABINET LAYOUT
6	02/26/15	JFM	UPDATE FOR VILLAGE COMMENTS
7	02/26/15	JFM	RELOCATE LEASE AREA
8		JMT	

LOC. # 281793

**RANDALL & HUNTLEY**

3300 RANDALL ROAD  
CARPENTERSVILLE, IL 60110

DRAWN BY: JAY  
CHECKED BY: TAZ  
DATE: 09/19/14  
PROJECT #: 33-1517

SHEET TITLE  
EQUIPMENT  
DETAILS

SHEET NUMBER

**EQ-2**

**CHICAGO SMSA**  
limited partnership  
0069 VERIZON WIRELESS



NO.	DATE	BY	DESCRIPTION
10	08/20/10	JAY	UPDATE WITH VALUE COMMENTS
11	07/15/10	JAY	UPDATE SITE ADDRESS
12	11/05/09	JAY	ADD LOAD CENTER FOR LANDLORD
13	10/05/09	JAY	UPDATE BELLER FOUNDATION PER GEOTECH
14	02/05/09	BTE	UPDATE WITH CABINET LAYOUT
15	02/05/09	BTE	UPDATE PER VALUE COMMENTS
16	02/05/09	JAY	RELOCATE LEASE AREA

LOC. # 281793

**RANDALL & HUNTLEY**

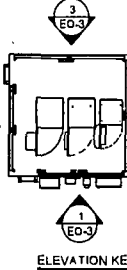
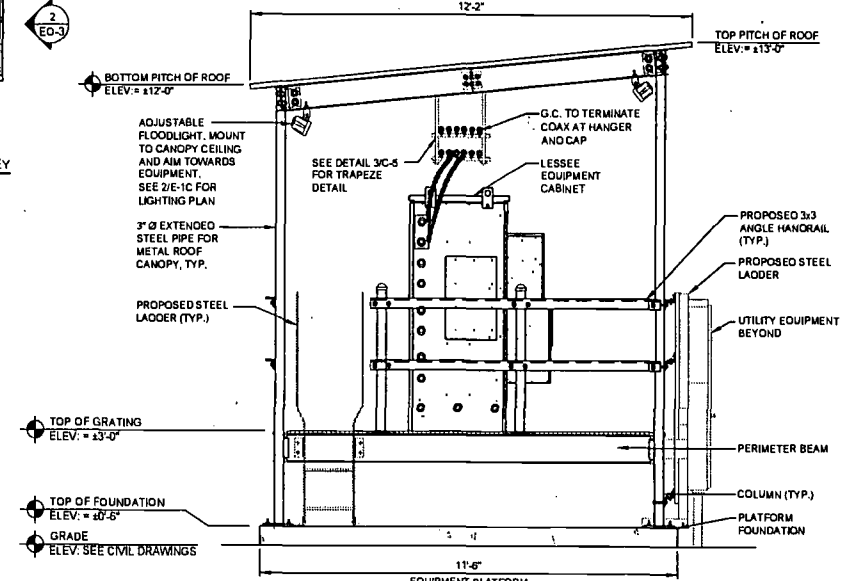
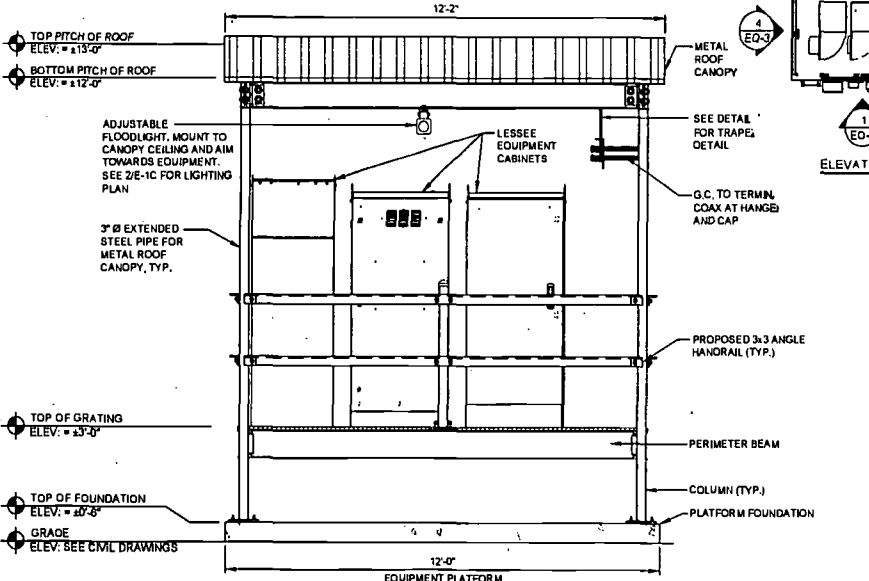
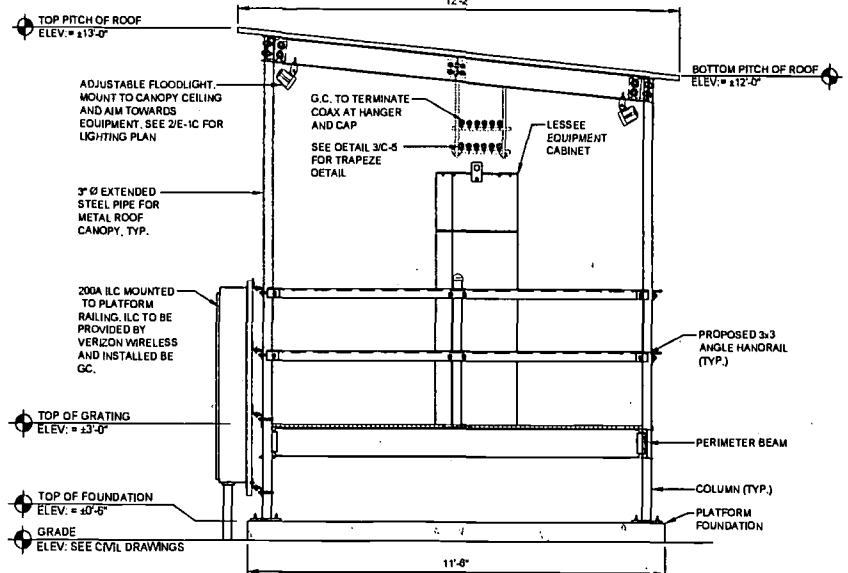
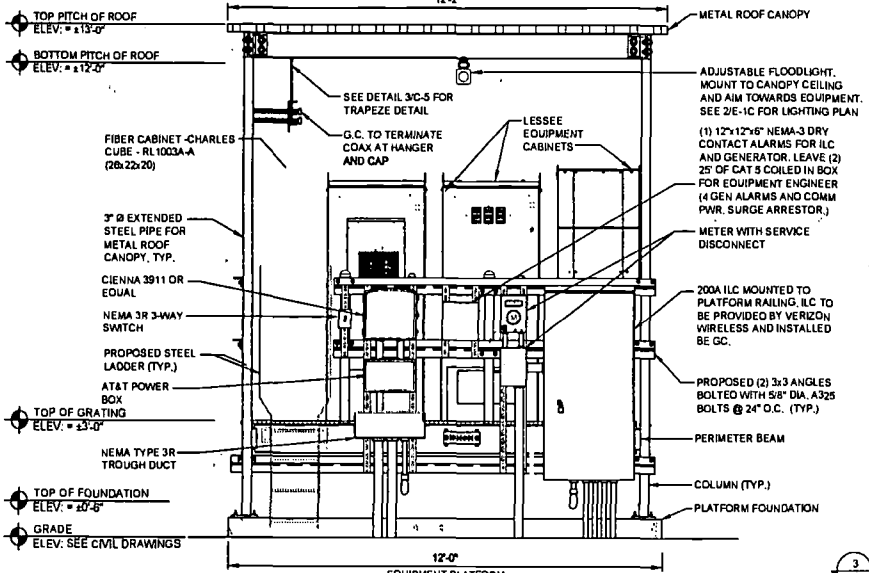
3000 RANDALL ROAD  
CARPENTERSVILLE, IL 60110

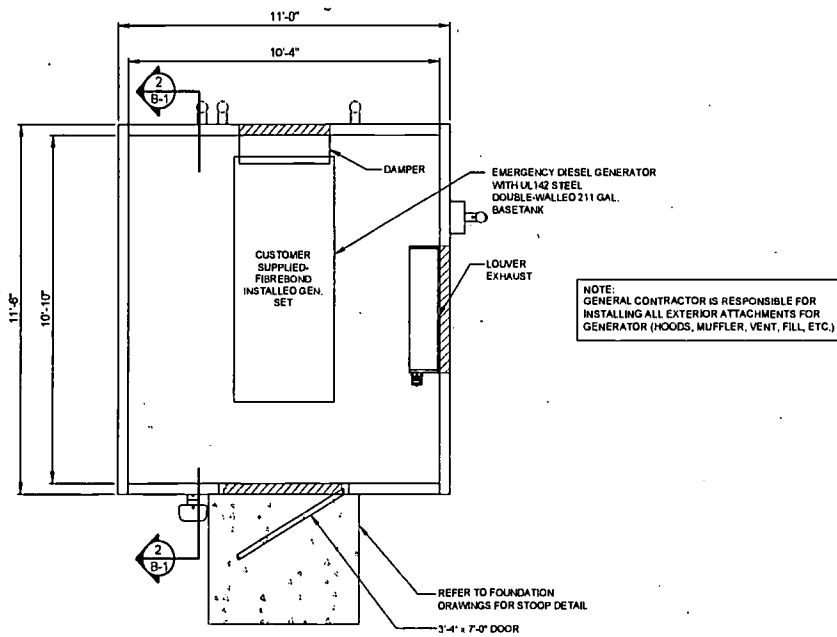
DRAWN BY: JAY  
CHECKED BY: TAZ  
DATE: 06/18/14  
PROJECT #: 33-1517

SHEET TITLE  
**PLATFORM ELEVATIONS**

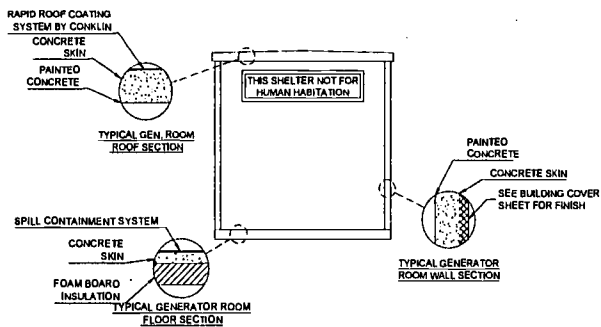
SHEET NUMBER

**EQ-3**





1 FLOOR PLAN-EQUIPMENT ENCLOSURE  
SCALE: 1/2" = 1'-0"



2 TRANSVERSE SECTION  
N.T.S.

THESE PLANS HAVE BEEN DESIGNED TO CONFORM WITH THE FOLLOWING BUILDING CODES:  
2011 NATIONAL ELECTRICAL CODE  
2012 INTERNATIONAL BUILDING, MECHANICAL, FUEL GAS AND FIRE CODES  
2014 ILLINOIS STATE PLUMBING CODE  
2015 INTERNATIONAL ENERGY CONSERVATION CODE  
1997 ILLINOIS ACCESSIBILITY CODE

NOTES:

- EQUIPMENT ENCLOSURE IS MANUFACTURED BY FIBREBOND CORPORATION, 1300 DAVENPORT DRIVE, MINDEN, LA, 71055. THIS SHEET IS PROVIDED AS GUIDE ONLY. REFER TO ACTUAL FIBREBOND DRAWINGS FOR FULL BUILDING PLANS.
- EPS BOARD INSULATION IS LISTED TO HAVE A FLAME SPREAD OF 25 OR LESS AND SMOKE DEVELOPED OF 450 OR LESS WITH A MAXIMUM THICKNESS OF 2 INCHES AT 1 PCF DENSITY. POLYISOCYANURATE FOAM INSULATION HAS BEEN TESTED TO A MAXIMUM THICKNESS OF 3 INCHES AT 1.9 PCF AND HAS A FLAME SPREAD OF 25 AND A SMOKE PRODUCT OF 365.
- INTERIOR PANELING IS LISTED TO HAVE A FLAMESPREAD OF 200 OR LESS.
- THIS ENCLOSURE IS CLASSIFIED AS USE GROUP U, TYPE 5B CONSTRUCTION.
- DESIGN CRITERIA  
WIND LOAD = 125 MPH FLOOR DEAD LOAD = 35 PSF  
ROOF LIVE LOAD = 100 PSF WALL DEAD LOAD = 35 PSF  
FLOOR LIVE LOAD = 125 PSF SNOW LOAD = 80 PSF  
ROOF DEAD LOAD = 45 PSF SEISMIC EXPOSURE GROUP = III
- E = 5000 PSI @ 28 DAYS (EQUIPMENT ENCLOSURE)
- ENCLOSURE AND ASSOCIATED EQUIPMENT IS PROVIDED BY LESSEE UNDER SEPARATE CONTRACT. EQUIPMENT ENCLOSURE INFORMATION INDICATED HEREIN IS PROVIDED FOR REFERENCE ONLY AND IS TAKEN FROM MANUFACTURER'S AVAILABLE DATA. REFER TO CIVIL, STRUCTURAL AND ELECTRICAL DRAWINGS FOR WORK TO BE PERFORMED UNDER THIS CONTRACT.
- PRIOR TO PROJECT CLOSE OUT AND SHELTER INSTALLATION, THE GENERAL CONTRACTOR IS TO CLEAN THE SHELTER FLOOR AND APPLY A STATIC-FREE WAX TO THE FLOORS.
- LESSEE SHELTER IS NOT FOR HUMAN HABITATION AND HAS AN OCCUPANT LOAD OF 0.
- FIRE SUPPRESSION OF LESSEE SHELTER IS "NONE". USE KIDDE PRO 10 TCM PER 2012 INTERNATIONAL FIRE CODE.

CHICAGO  
SMSA  
limited partnership  
d/b/a VERIZON WIRELESS



REVISIONS		DATE	BY
10	UPDATE WITH VALUE COMMENT	08/15/14	TJS
11	UPDATE BITE ADDRESS	08/15/14	JTM
12	ADD LOAD CENTER FOR LAND LOAD	08/15/14	JTM
13	UPDATE SHELTER FOUNDATION PER GEOTECH	08/15/14	JTM
14	UPDATED WITH CABINET LAYOUT	08/15/14	BTE
15	UPDATE PER VALUE COMMENT	08/15/14	JTM
16	RELOCATE LEASE AREA	08/15/14	JTM

LOC. # 281793

RANDALL  
& HUNTLEY

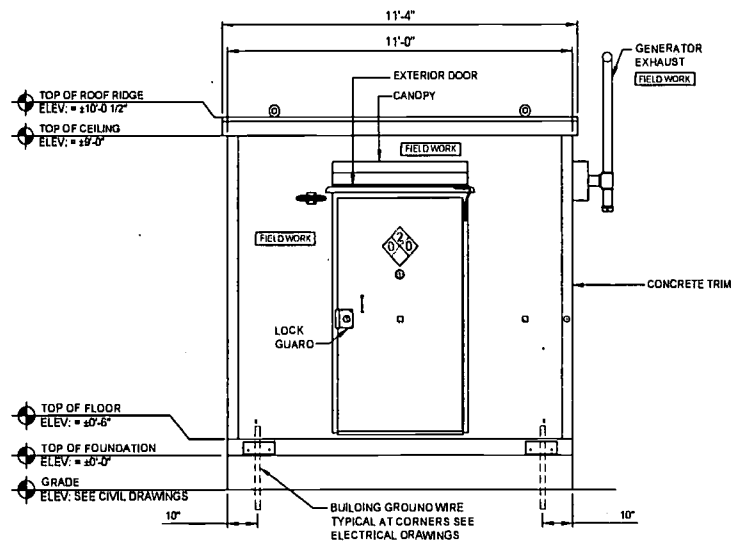
3000 RANDALL ROAD  
CARPENTERSVILLE, IL 60110

DRAWN BY:	JAY
CHECKED BY:	TAZ
DATE:	08/15/14
PROJECT #:	33-1577

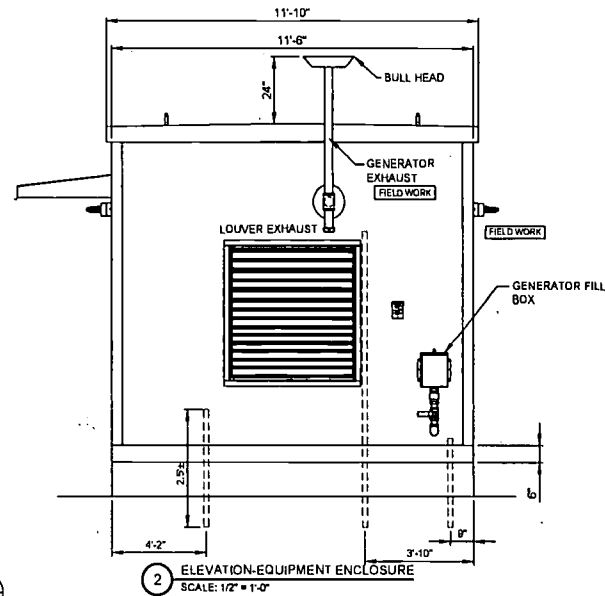
SHEET TITLE  
GENERATOR  
ENCLOSURE  
PLAN & SECTION

SHEET NUMBER

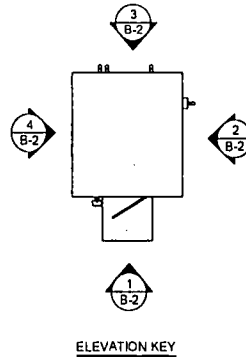
B-1



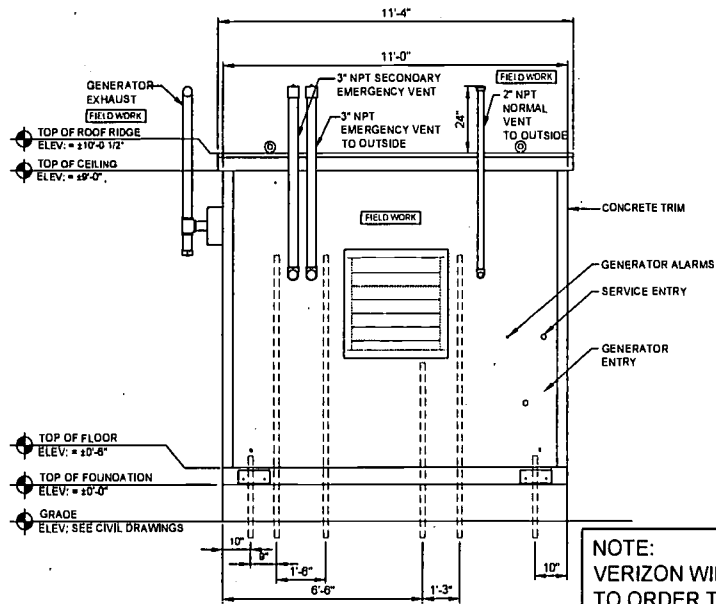
1 ELEVATION-EQUIPMENT ENCLOSURE  
SCALE: 1/2" = 1'-0"



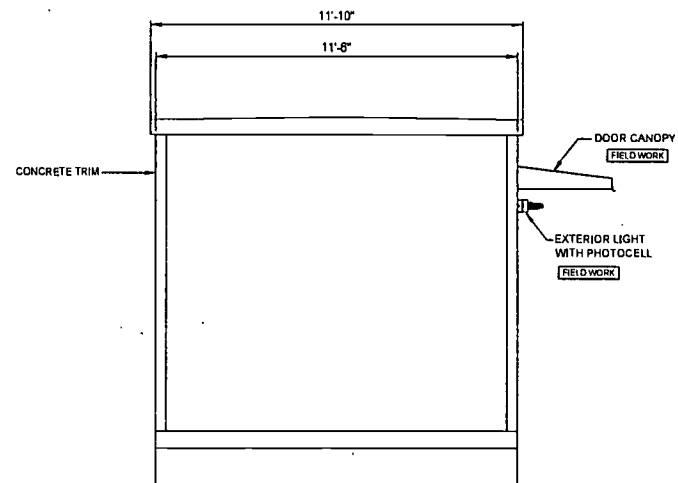
2 ELEVATION-EQUIPMENT ENCLOSURE  
SCALE: 1/2" = 1'-0"



ELEVATION KEY



3 ELEVATION-EQUIPMENT ENCLOSURE  
SCALE: 1/2" = 1'-0"



4 ELEVATION-EQUIPMENT ENCLOSURE  
SCALE: 1/2" = 1'-0"

NOTE:  
VERIZON WIRELESS EQUIPMENT ENGINEERING  
TO ORDER THE GENERATOR WITH A SECOND  
BREAKER FOR LANDLORD USE.

**CHICAGO SMSA**  
limited partnership  
dba VERIZON WIRELESS



NO.	DATE	BY	DESCRIPTION
10	02/03/15	JTM	UPDATE WITH VALUE COMMENTS
11	11/07/15	JTM	UPDATE SITE ADDRESS
12	11/07/15	JTM	ADD LAND CENTER FOR LANDLORD
13	10/09/15	JTM	UPDATE BELLTER FOUNDATION PER GEOTECH
14	10/09/15	JTM	UPDATE WITH CABINET LAYOUT
15	02/02/16	JTM	UPDATE WITH VALUE COMMENTS
16	10/09/15	JTM	RELOCATE LOUVER AREA

LOC. # 281793

**RANDALL & HUNTLEY**

3000 RANDALL ROAD  
CARPENTERSVILLE, IL 60110

DRAWN BY:	JAY
CHECKED BY:	TAZ
DATE:	06/16/14
PROJECT #:	33-1577

SHEET TITLE  
**GENERATOR ENCLOSURE ELEVATIONS**

SHEET NUMBER  
**B-2**

EXHIBIT C

LEGAL DESCRIPTION OF THE PREMISES

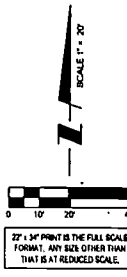
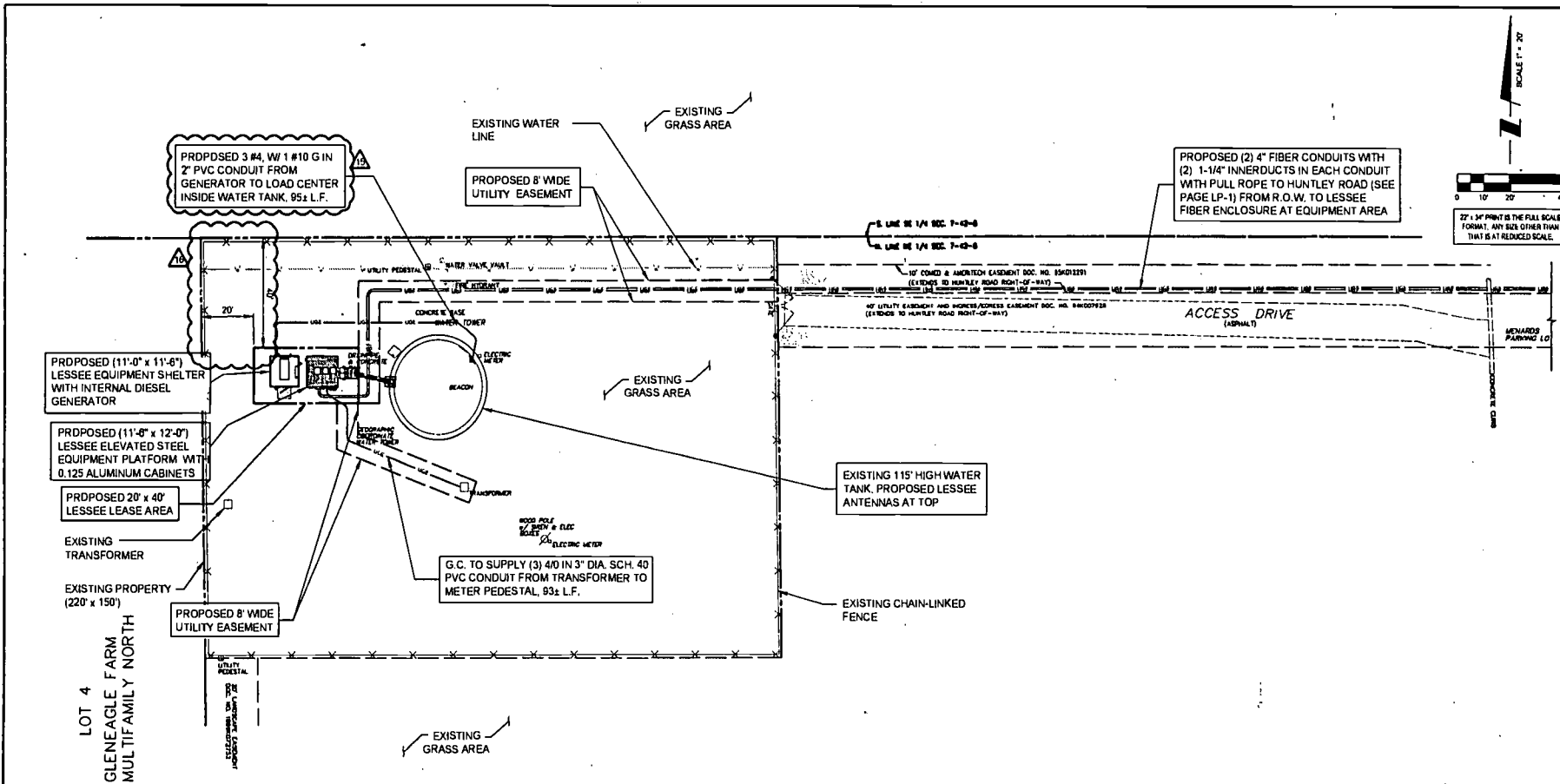
THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH 89 DEGREES 58 MINUTES 49 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, 1174.00 FEET; THENCE NORTH 00 DEGREES 59 MINUTES 49 SECONDS WEST ALONG A LINE FORMING AN ANGLE OF 88 DEGREES 59 MINUTES 00 SECONDS FROM WEST TO NORTH WITH THE WESTERLY EXTENSION OF SAID LAST DESCRIBED QUARTER SECTION LINE, 2649.35 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID NORTHEAST 1/4, SAID POINT OF INTERSECTION BEING THE PLACE OF BEGINNING AND SAID LAST DESCRIBED LINE BEARING NORTH 00 DEGREES 59 MINUTES 49 SECONDS WEST BEING HEREINAFTER REFERRED TO AS LINE "A"; THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 220.00 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 49 SECONDS EAST PARALLEL WITH SAID LINE "A", 150.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 00 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4, 220.00 FEET TO SAID LINE "A"; THENCE NORTH 00 DEGREES 59 MINUTES 49 SECONDS WEST ALONG SAID LINE "A", 150.00 FEET TO THE PLACE OF BEGINNING, IN VILLAGE OF CARPENTERSVILLE, IN DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT D

PLANS DEPICTING TENANT'S EQUIPMENT BUILDING SPACE

[see attached]





**CHICAGO SMSA**  
limited partnership  
dba/ Verizon Wireless

**TERRA**  
CONSTRUCTION MANAGEMENT  
PARK RIDGE, IL 60068  
PH: 847-996-8400  
FAX: 847-996-8401

NO.	DATE	BY	DESCRIPTION
01	08/20/14	TAS	UPDATE WITH VILLAGE COMMENTS
02	08/20/14	JTM	UPDATE SITE ADDRESS
03	11/03/14	JTM	ADD CHANGELINES FOR LANDLORD
04	07/16/15	JTM	UPDATE BUREAU OF SANITATION PER LOCATION
05	02/02/16	JTM	UPDATE WITH VILLAGE COMMENTS
06	02/02/16	JTM	RELOCATE LEASE AREA

LOC. # 281793

**RANDALL & HUNTLEY**

3000 RANDALL ROAD  
CARPENTERSVILLE, IL 60110

DRAWN BY:	JAY
CHECKED BY:	TAZ
DATE:	08/18/14
PROJECT #:	33-1577

SHEET TITLE  
**LOCATION PLAN**

SHEET NUMBER  
**LP**

**NOTE:**  
CONSTRUCTION RELATED STAGING AND STOCKPILING OF EXCAVATED SOILS/MATERIALS ON THE PARENT TRACT MAY NOT OCCUR TO THE NORTH OR EAST OF THE PROJECT SITE AND/OR MUST BE PERFORMED IN A MANNER THAT WILL NOT CAUSE IMPACT TO THE ADJACENT POTABLE WELL AND SUSPECT WETLAND AREA.

CONTRACTOR TO PROVIDE APPROXIMATE 50% STAGING AREA AND TEMPORARY ROAD. CONTRACTOR SHALL COORDINATE WITH ANTEHNA CONTRACTOR, A STAGING AREA AND TEMPORARY ROAD THAT IS ACCEPTABLE TO THE OWNER. STAGING AREA AND TEMPORARY ROAD SHALL BE RESTORED TO EXISTING CONDITIONS AS NECESSARY UPON COMPLETION OF THE PROJECT.

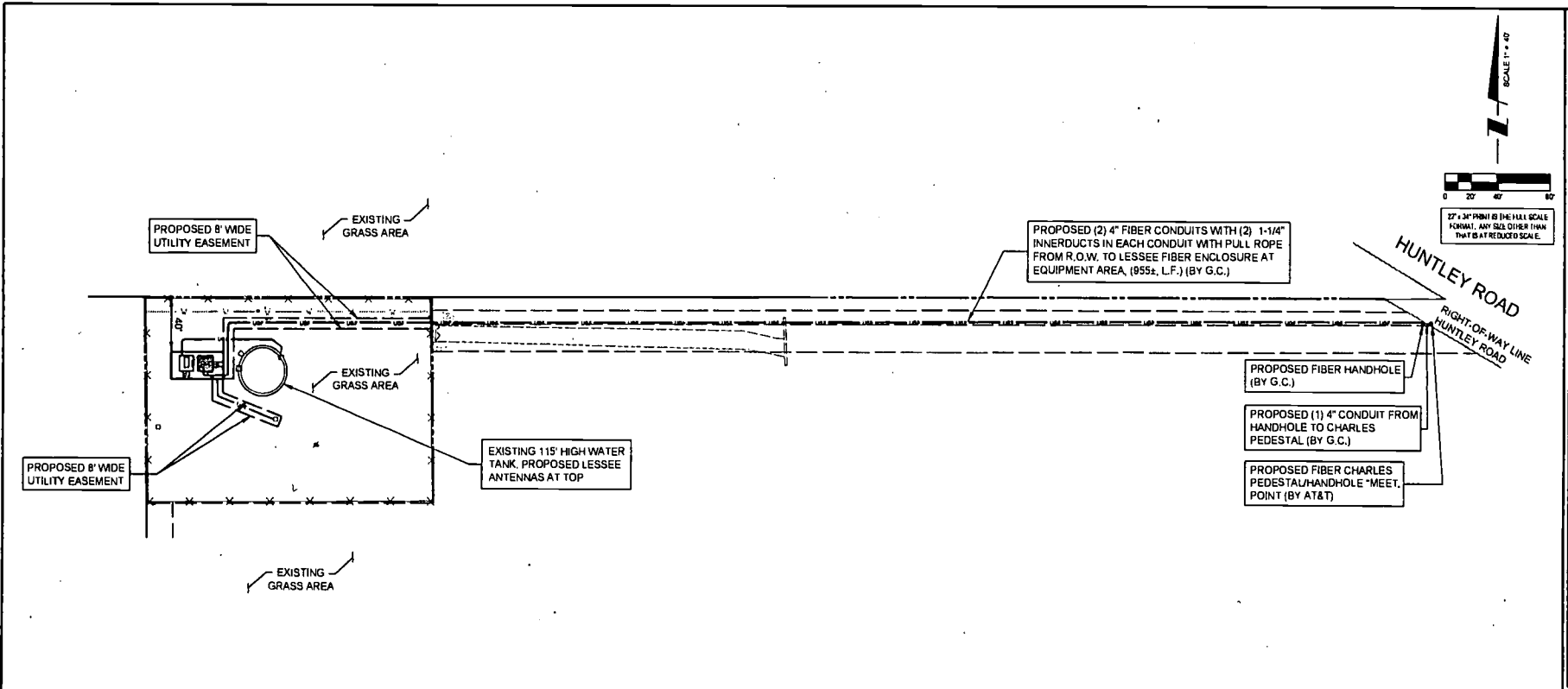
THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER, VERBALLY AND IN WRITING, AS REQUIRED ABOVE, OF SUCH DIFFERING SUBSURFACE CONDITIONS.

CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT. CONTRACTOR SHALL PHOTOGRAPH AND VIDEOTAPE EXISTING PAVEMENT PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.

**1 LOCATION PLAN**  
SCALE: 1" = 20'



**Thomson Surveying Ltd.**  
9375 W. Higgins Road, Suite 650  
Rosemont, IL 60018  
TEL: (847) 318-9790  
FAX: (847) 318-9792



**CHICAGO SMSA**  
 limited partnership  
 d/b/a VERIZON WIRELESS

**TERRA**  
 CONSULTING & DESIGN  
 1000 W. WASHINGTON ST. SUITE 100  
 CHICAGO, ILL. 60604  
 TEL: 847-698-8400  
 FAX: 847-698-8401

NO	DATE	BY	DESCRIPTION
10	08/25/14	LAS	UPDATE WITH UTILITY COMMENTS
11	09/15/14	JTN	UPDATE SITE ADDRESS
12	11/10/14	JTN	ADD CONDUIT FOR LANDLORD
13	12/08/14	JTN	UPDATE MULTIPLE FOUNDATION PER GEOTECH
14	12/08/14	STE	UPDATE WITH CABINET LAYOUT
15	02/20/15	JTN	UPDATE WITH UTILITY COMMENTS
16	04/01/15	JTN	RELOCATE LEASE AREA

LOC. # 281793

**RANDALL & HUNTLEY**

3000 RANDALL ROAD  
 CARPENTERSVILLE, IL 60110

DRAWN BY:	JAY
CHECKED BY:	TAZ
DATE:	08/19/14
PROJECT #:	33-1577

SHEET TITLE  
**LOCATION PLAN**

SHEET NUMBER  
**LP-A**

**NOTE:**  
 CONSTRUCTION RELATED STAGING AND STOCKPILING OF EXCAVATED SOILS/MATERIALS ON THE PARENT TRACT MAY NOT OCCUR TO THE NORTH OR EAST OF THE PROJECT SITE AND/OR MUST BE PERFORMED IN A MANNER THAT WILL NOT CAUSE IMPACT TO THE ADJACENT POTABLE WELL AND SUSPECT WETLAND AREA.

CONTRACTOR TO PROVIDE APPROXIMATE 50'x50' STAGING AREA AND TEMPORARY ROAD. CONTRACTOR SHALL COORDINATE WITH ANTENNA CONTRACTOR, A STAGING AREA AND TEMPORARY ROAD THAT IS ACCEPTABLE TO THE OWNER. STAGING AREA AND TEMPORARY ROAD SHALL BE RESTORED TO EXISTING CONDITIONS AS NECESSARY UPON COMPLETION OF THE PROJECT.

THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER, VERBALLY AND IN WRITING, AS REQUIRED ABOVE, OF SUCH DIFFERING SUBSURFACE CONDITIONS.

CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT. CONTRACTOR SHALL PHOTOGRAPH AND VIDEOTAPE EXISTING PAVEMENT PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.

1 LOCATION PLAN  
 SCALE: 1" = 40'

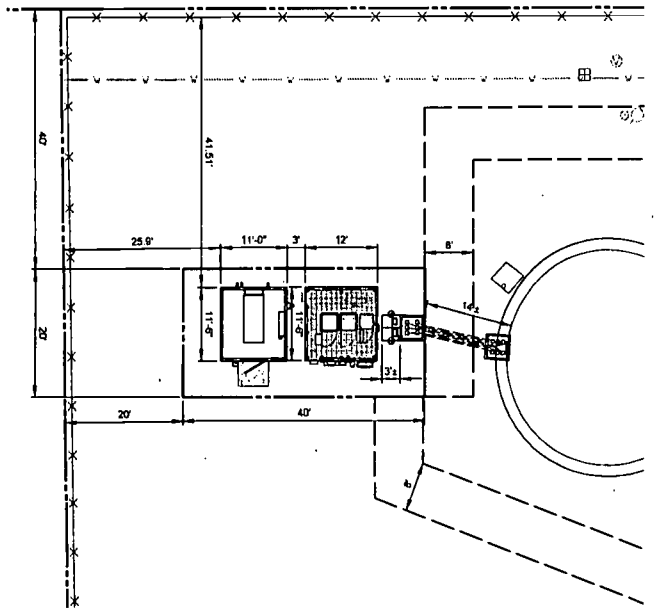
OPERATES 24 HOURS  
 A DAY 365 DAYS A YEAR

**Call Before You Dig**

**1-800-4-A-DAVE**  
 ILLINOIS ONE CALL SYSTEM

CALL AAVE TOLL FREE  
 1-800-852-0123  
 48 HOURS BEFORE YOU DIG

**Thomson Surveying Ltd.**  
 9575 W. Higgins Road, Suite 850  
 Rosemont, IL 60018  
 TEL: (847) 318-9799  
 FAX: (847) 318-9792



1 SITE DIMENSION PLAN  
SCALE: 1" = 10'

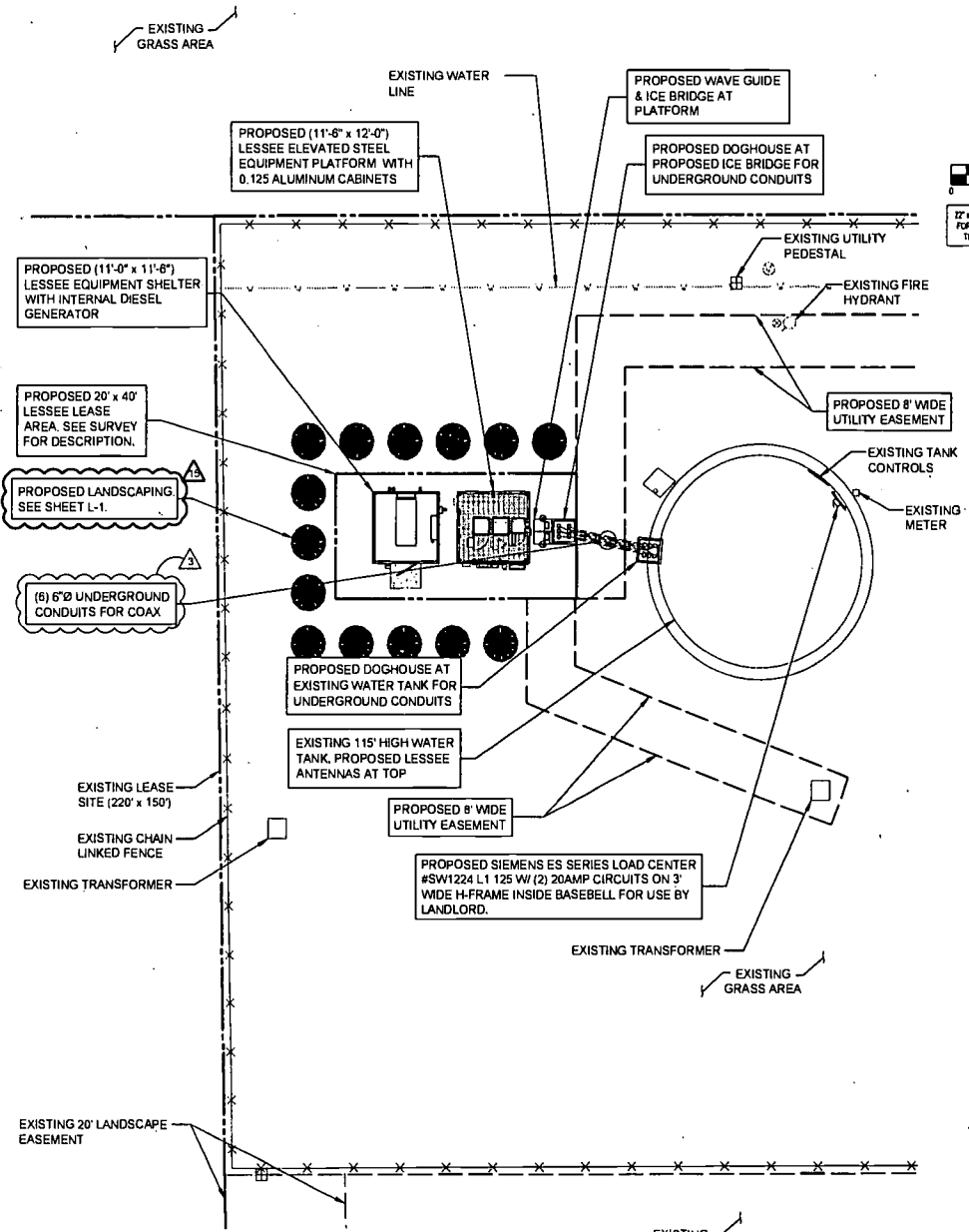
**GENERATOR NOTE:**  
VERIZON WIRELESS EQUIPMENT ENGINEERING (NATHAN MEANS) TO ORDER THE GENERATOR WITH A SECOND BREAKER (40A) FOR LANDLORD USE.



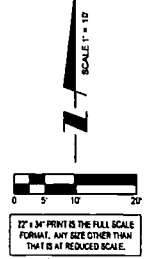
**SURVEY PERFORMED BY:**  
9575 W. Higgins Road  
Suite 550  
Rosemont, IL 60018  
FAX: (847) 318-9793  
TEL: (847) 318-9790

**Thomson Surveying Ltd.**

**NOTE:**  
CONSTRUCTION RELATED STAGING AND STOCKPILING OF EXCAVATED SOILS/MATERIALS ON THE PARENT TRACT MAY NOT OCCUR TO THE NORTH OR EAST OF THE PROJECT SITE AND/OR MUST BE PERFORMED IN A MANNER THAT WILL NOT CAUSE IMPACT TO THE ADJACENT POTABLE WELL AND SUSPECT WETLAND AREA.



1 ENLARGED SITE PLAN  
SCALE: 1" = 10'



**CHICAGO SMSA**  
limited partnership  
d/b/v VERIZON WIRELESS



NO.	DATE	BY	DESCRIPTION
10	08/07/14	TJB	UPDATE PER VALUAGE COMMENTS
11	08/15/14	JAN	UPDATE SITE ADDRESS
12	11/06/14	JAN	ADD LOAD CENTER FOR LANDLORD
13	12/09/14	JTM	UPDATE AND 3RD FOUNDATION PER CROUCH
14	12/09/14	JTM	UNLIMITED WITH CABINET LAYOUT
15	02/20/15	JTM	UPDATE PER VALUAGE COMMENTS
16	02/20/15	JTM	RELOCATE LEASE AREA

LOC. # 281793

**RANDALL & HUNTLEY**

3000 RANDALL ROAD  
CARPENTERSVILLE, IL 60110

DRAWN BY:	JAY
CHECKED BY:	TAZ
DATE:	09/18/14
PROJECT #:	33-1577

SHEET TITLE  
**ENLARGED SITE PLAN**

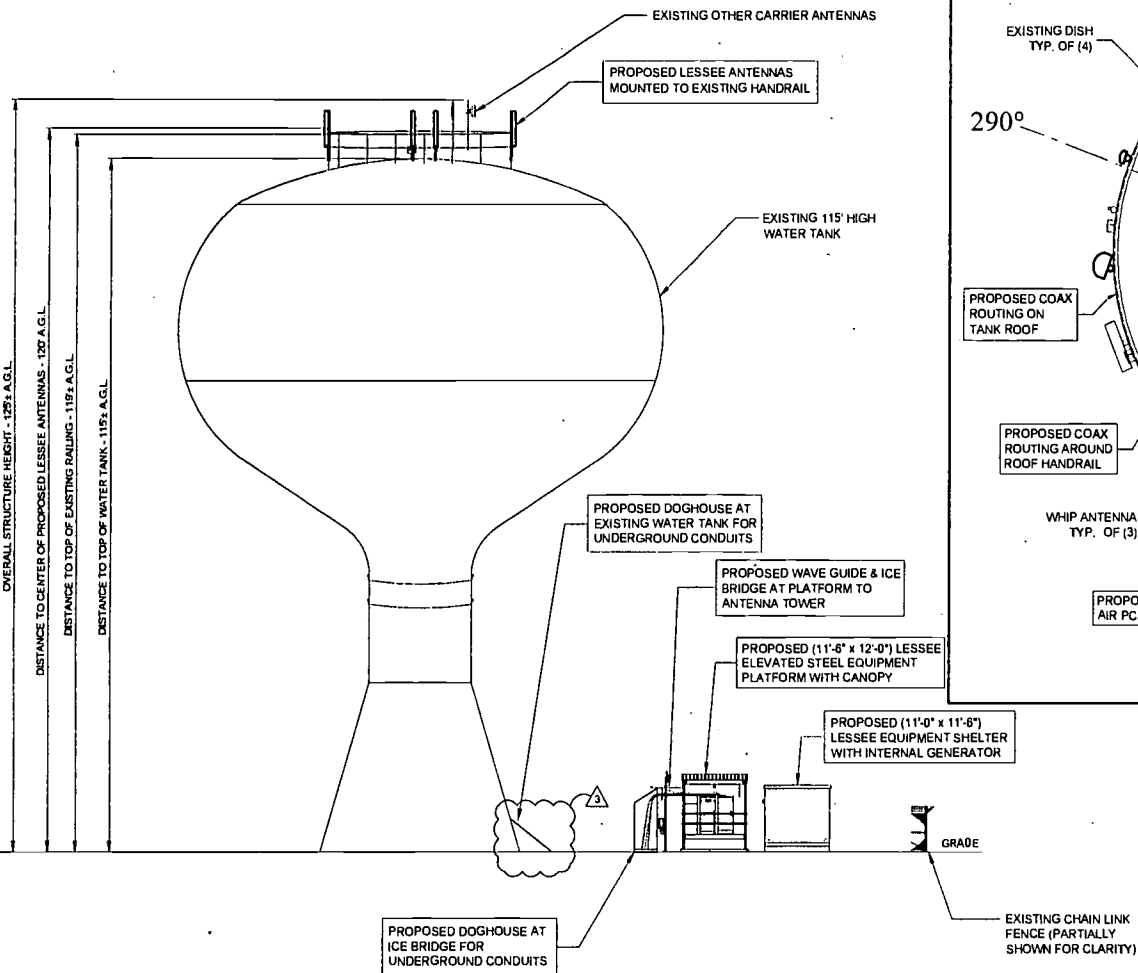
SHEET NUMBER  
**C-1**

EXHIBIT E

PLANS DEPICTING TENANT'S TOWER SPACE

[see attached]

ESTIMATED MAIN LINE HYBRID & COAX LENGTH			
	80'	170'	290'
COAX LENGTH	238±	218±	213±
HYBRID LENGTH	TO SATELLITE FROM 170° = 19± L.F.	MAIN LINE TO ENCLOSURE = 216± L.F.	TO SATELLITE FROM 170° = 23± L.F.



1 SITE ELEVATION  
SCALE: 3/32" = 1'-0"

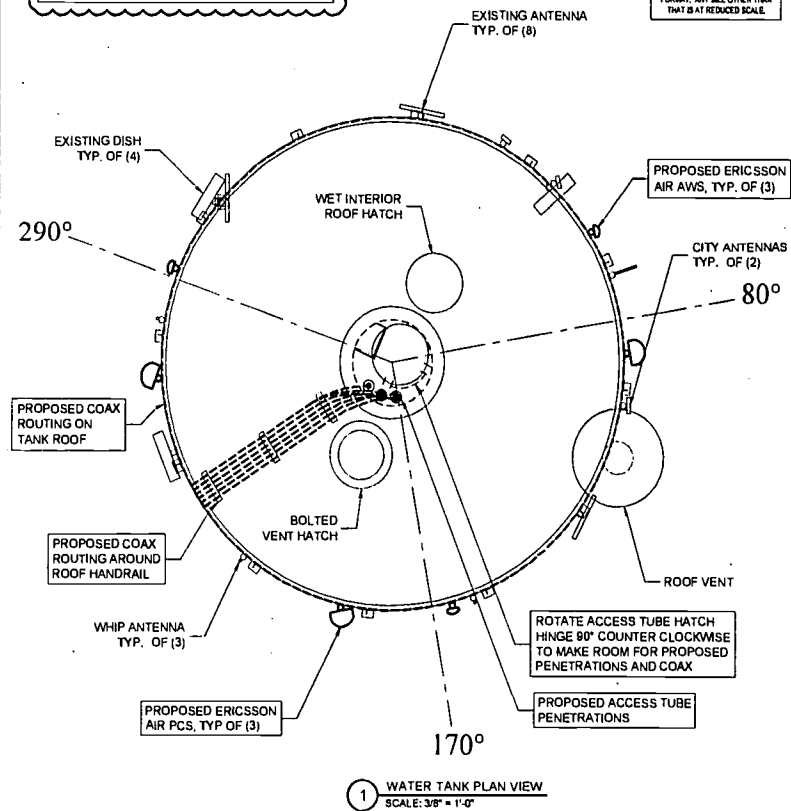
0 1/2" 1" 2"  
SCALE: 3/32" = 1'

22" x 34" PRINT IS THE FULL SCALE  
FORMAT. ANY SIZE OTHER THAN  
THAT IS AT REDUCED SCALE.

NOTE:  
G.C. TO FIELD VERIFY THAT THE NEW HINGE  
LOCATION ALLOWS FOR COMPLETE OPENING OF  
THE ACCESS HATCH AND UNIMPEDED CLIMBER  
ACCESS TO THE ROOF OF THE TANK.

0 1/2" 1" 2"  
SCALE: 3/8" = 1'

22" x 34" PRINT IS THE FULL SCALE  
FORMAT. ANY SIZE OTHER THAN  
THAT IS AT REDUCED SCALE.



1 WATER TANK PLAN VIEW  
SCALE: 3/8" = 1'-0"

**CHICAGO SMSA**  
limited partnership  
dba/VERIZON WIRELESS

**TERRA**  
CONSULTING ENGINEERS, INC.  
1000 N. WILSON AVENUE  
P.O. BOX 1000  
PARK RIDGE, IL 60068  
PH: 847-298-8400  
FAX: 847-298-8401

REVISIONS		DATE	BY	DESCRIPTION
10	10	08/09/14	JAS	UPDATE WITH VILLAGE COMMENTS
11	11	11/03/15	JTM	UPDATE SITE ADDRESS
12	12	11/03/15	JTM	ADD LAND CENTER FOR LAND/ORD
13	13	12/08/15	JTM	UPDATE SHEETLY FOUNDATION FOR GEOTECH
14	14	12/08/15	BTB	UPDATE WITH VILLAGE COMMENTS
15	15	02/27/16	JTM	RELOCATE LEASE AREA
16	16	08/09/14	ANT	

LOC. # 281793

**RANDALL & HUNTLEY**

3000 RANDALL ROAD  
CARPENTERSVILLE, IL 60110

DRAWN BY: JAY  
CHECKED BY: TAZ  
DATE: 08/19/14  
PROJECT #: 33-1577

SHEET TITLE  
SITE ELEVATION

SHEET NUMBER

**ANT-1**

EXHIBIT F

EVIDENCE OF LEASE

**THIS EVIDENCE OF LEASE**, is made as of the \_\_\_ day of \_\_\_\_\_, 2016, by and between **VILLAGE OF CARPENTERSVILLE**, an Illinois municipal corporation (**Landlord**), having an address at 1200 L.W. Besinger Drive, Carpentersville, IL 60110, and Chiago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership (**Tenant**), having an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 .

WITNESSETH THAT:

**WHEREAS**, Landlord and Tenant entered into that certain lease (**Lease**) between Landlord and Tenant dated \_\_\_\_\_, 2016, as may be amended from time to time, pursuant to which Landlord leased to Tenant certain Tower Space, Equipment Building Space, general access rights, and utility easements associated therewith (**Leased Property**) located upon real property owned by Landlord, commonly known as 3000 Randall Road in the Village of Carpentersville, State of Illinois, and legally described in Exhibit A to this Evidence of Lease (**Premises**), together with certain rights to use other portions of the Premises, as described more fully in the Lease.

**NOW, THEREFORE**, for good and valuable consideration, the parties agree as follows:

1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all the terms, covenants and conditions contained in the Lease, the Leased Property for an Initial Term of five years, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

2. Landlord hereby grants to Tenant, subject to all of the terms, covenants and conditions of the Lease, the right to extend the Lease beyond the Initial Term for four successive periods of five years each. Tenant shall be deemed to have automatically exercised its right to extend the Lease unless Tenant provides written notice to Landlord of its intention not to extend at least six months prior to the end of the then current Term.

3. This Evidence of Lease is entered into pursuant to the provisions of the Lease and is subject to all of the terms, covenants and conditions contained therein, all of which are incorporated by reference herein. This Evidence of Lease is not intended to and shall not change any of the terms, covenants and conditions of the Lease.

Site Name: Randall & Huntley  
Atty: GJ

**IN WITNESS WHEREOF**, the parties hereto have executed this Evidence of Lease as of the day and year first above written.

WITNESS:

LANDLORD: **VILLAGE OF CARPENTERSVILLE**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Mark Rooney  
Title: Village Manager

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Therese Wilde  
Title: Village Clerk

TENANT: **Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless**

ATTEST/WITNESS:

By: **Cellco Partnership, its General Partner**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Jacque Vallier  
Title: Executive Director - Network

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF KANE                    )

Before me, the undersigned Notary Public in and for said State and County, on this \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared Mark Rooney and Therese Wilde, known to me to be the Village Manager and Clerk, respectively, of the VILLAGE OF CARPENTERSVILLE and known to be the identical persons who signed and severally acknowledged that they signed the foregoing instrument as such officers of the said municipal corporation for and on behalf of said municipal corporation, and that they executed the same as their free and voluntary act and deed and the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public  
In and for said State and County

My commission expires: \_\_\_\_\_  
\_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK                    )

Before me, the undersigned Notary Public in and for said State and County, on this \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared Jacque Vallier, personally to me known to be the Executive Director – Network of Cellco Partnership, general partner of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, and known to be the identical person who signed and severally acknowledged that he signed the foregoing instrument as such officer of said partnership for and on behalf of said partnership, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public  
In and for said State and County

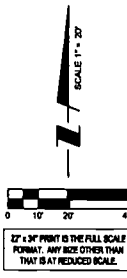
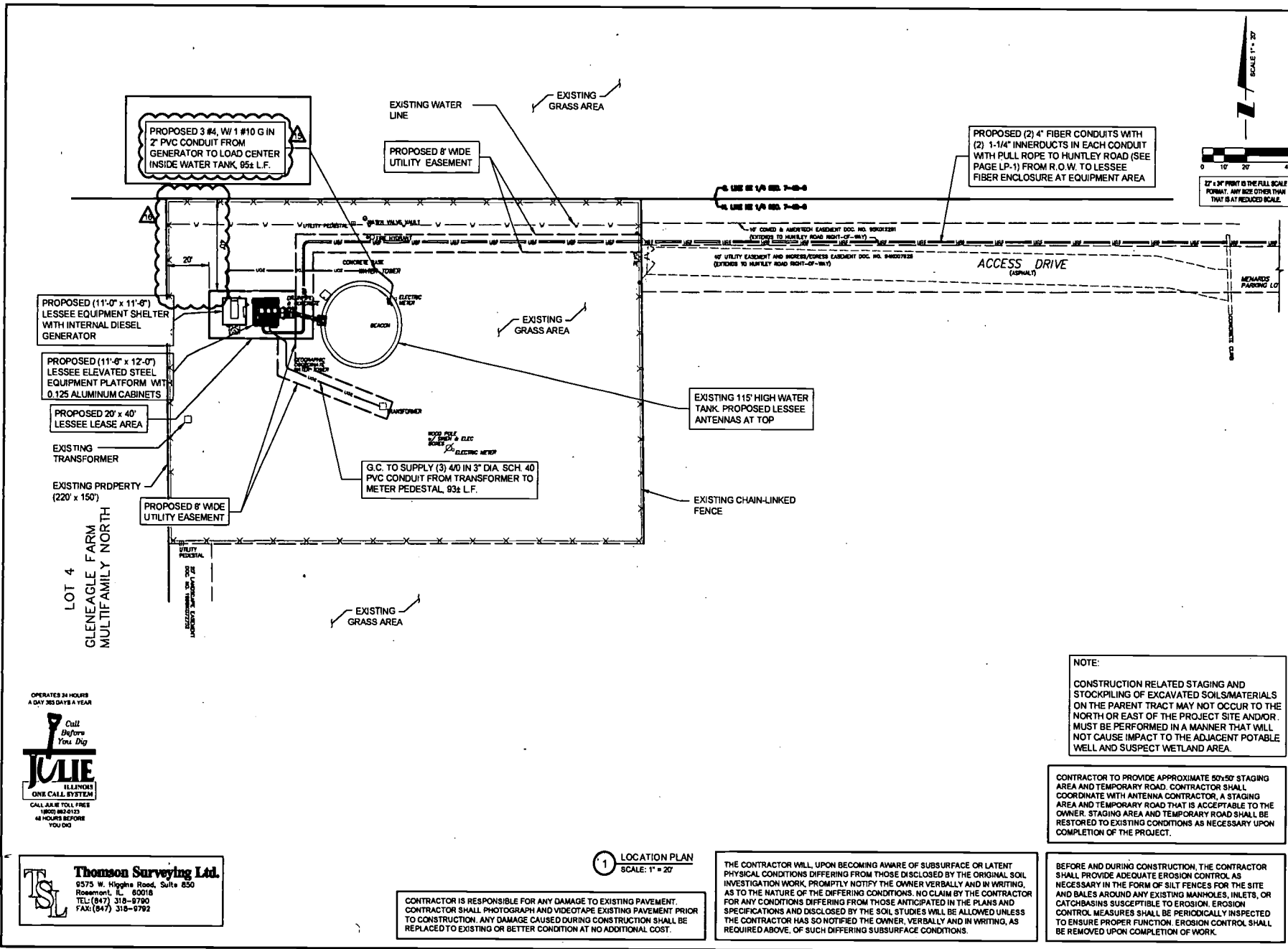
My commission expires: \_\_\_\_\_



EXHIBIT G

PLANS DEPICTING GENERATOR SHARING EQUIPMENT

[see attached]



**CHICAGO SMSA**  
limited partnership  
dba VERICON WIRELESS



NO.	DATE	BY	DESCRIPTION
10	08/27/15	TAB	UPDATE WITH VILLAGE COMMENTS
11	10/05/15	JTN	UPDATE SITE ADDRESS
12	11/05/15	JTN	ADD LOAD CENTER FOR LANDLORD
13	02/05/16	JTN	UPDATE SHELTER FOUNDATION FOR GEOTECH
14	02/05/16	JTN	UPDATE WITH CABINET LAYOUT
15	02/22/16	JTN	UPDATE FOR VILLAGE COMMENTS
16	02/22/16	JTN	RELOCATE LEASE AREA

LOC. # 281793

**RANDALL & HUNTLEY**

3000 RANDALL ROAD  
CARPENTERSVILLE, IL 60110

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BEFORE AND DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL AS NECESSARY IN THE FORM OF SILT FENCES FOR THE SITE AND BALES AROUND ANY EXISTING MANHOLES, INLETS, OR CATCHBASINS SUSCEPTIBLE TO EROSION. EROSION CONTROL MEASURES SHALL BE PERIODICALLY INSPECTED TO ENSURE PROPER FUNCTION. EROSION CONTROL SHALL BE REMOVED UPON COMPLETION OF WORK.

THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER, VERBALLY AND IN WRITING, AS REQUIRED ABOVE, OF SUCH DIFFERING SUBSURFACE CONDITIONS.

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**1 LOCATION PLAN**  
SCALE: 1" = 20'



**Thomson Surveying Ltd.**  
9575 W. Higgins Road, Suite 250  
Rosemont, IL 60018  
TEL: (847) 318-9790  
FAX: (847) 318-9792

DRAWN BY:	JAY
CHECKED BY:	TAZ
DATE:	09/16/14
PROJECT #:	33-1577
SHEET TITLE LOCATION PLAN	
SHEET NUMBER <b>LP</b>	

**UTILITY NOTES:**

**WORK INCLUDES:**  
THESE NOTES AND ACCOMPANYING DRAWINGS COMPLEMENT THE PROVISIONS AND INSTALLATIONS BY THE ELECTRICAL CONTRACTOR. OF ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO INSTALL THE ELECTRICAL WORK COMPLETE IN CONNECTION WITH THIS VERIZON WIRELESS SITE AND SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

1. THE PROVISIONS, INSTALLATION, AND CONNECTION OF A GROUNDING ELECTRODE SYSTEM COMPLETE WITH A BUILDING AND SECONDARY GROUNDING, CELLULAR TELEPHONE COMMUNICATIONS TOWER AND CONNECTIONS TO THE INCOMING ELECTRICAL DISTRIBUTION EQUIPMENT.
2. THE PROVISION AND INSTALLATION OF AN OVERHEAD ELECTRICAL SERVICE OR UNDERGROUND ELECTRICAL SERVICE AND ALL ASSOCIATED WIRE AND CONDUIT AS REQUIRED AND/OR INDICATED ON PLANS.
3. THE PROVISION, INSTALLATION OF CONDUIT AND CONNECTIONS FOR LOCAL TELEPHONE SERVICE.
4. THE FURNISHING AND INSTALLATION OF THE ELECTRICAL SERVICE ENTRANCE CONDUITORS, CONDUITS, METER SOCKET, AND CONNECTIONS TO THE SERVICE EQUIPMENT WITHIN THE ENCLOSURE.
5. TWO INCH (2") AND THREE INCH (3") DIAMETER PVC CONDUITS SCHEDULE 40.
6. ALL PVC CONDUITS SHOULD BE LEFT WITH NYLON PULL CORD FOR FUTURE USE.
7. EXCAVATION, TRENCHING, AND BACKFILLING FOR CONDUIT(S), CABLE(S), AND EXTERNAL GROUNDING SYSTEM.

**CODES, PERMITS, AND FEES:**

1. ALL REQUIRED PERMITS, LICENSES, INSPECTIONS AND APPROVALS SHALL BE SECURED AND ALL FEES FOR SAME PAID BY CONTRACTOR.
2. THE INSTALLATION SHALL COMPLY WITH ALL APPLICABLE CODES: STATE, LOCAL AND NATIONAL, AND THE DESIGN, PERFORMANCE CHARACTERISTICS AND METHODS OF CONSTRUCTION OF ALL ITEMS AND EQUIPMENT SHALL BE IN ACCORDANCE WITH THE LATEST ISSUE OF THE VARIOUS APPLICABLE STANDARD SPECIFICATIONS OF THE FOLLOWING AUTHORITIES:  
N.E.C. NATIONAL ELECTRIC CODE  
A.N.S.I. AMERICAN NATIONAL STANDARDS INSTITUTE  
I.E.E.E. INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS  
A.S.T.M. AMERICAN SOCIETY FOR TESTING MATERIALS  
N.E.M.A. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION  
U.L. UNDERWRITERS LABORATORIES, INC.  
N.F.P.A. NATIONAL FIRE PROTECTION ASSOCIATION

**RACEWAYS AND WIRING:**

1. WIRING OF EVERY KIND MUST BE INSTALLED IN CONDUIT, UNLESS NOTED OTHERWISE, OR AS APPROVED BY THE ENGINEER.
2. UNLESS OTHERWISE SPECIFIED, ALL WIRING SHALL BE COPPER (CU) TYPE THWN, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.
3. RACEWAYS SHALL BE GALVANIZED STEEL, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, UNLESS OTHERWISE NOTED. ALL RACEWAYS SHALL BE APPROVED FOR THE INSTALLATION.
4. PULL OR JUNCTION BOXES SHALL BE PROVIDED AS REQUIRED TO FACILITATE INSTALLATION OF RACEWAYS AND WIRING. PROVIDE JUNCTION AND PULLBOXES FOR CONDUIT RUNS WITH MORE THAN (360) DEGREES OF BENDS.
5. PROVIDE A COMPLETE RACEWAY AND WIRING INSTALLATION, PERMANENTLY AND EFFECTIVELY GROUNDED IN ACCORDANCE WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE AND LOCAL CODES.
6. ELECTRICAL PANELBOARD SHALL BE FURNISHED AND INSTALLED BY OTHERS. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION.
7. ALL STEEL CONDUIT SHALL BE BONDED AT BOTH ENDS WITH GROUNDING BUSHING.
8. UNDERGROUND SERVICE LATERAL DUCTS SCH. 40 PVC SHALL TRANSITION TO RIGID METAL CONDUIT OR EQUIVALENT FROM A POINT 18" BELOW GRAD - MIN. COVER TO A POINT -8 FT ABOVE FINISHED GRADE.
9. 200A GENERATOR FEEDER SHALL BE INSTALLED IN GALVANIZED RMC TYPE OR EQUIVALENT.

**GENERAL NOTES:**

SEE DETAILS AND SCHEDULES ON DRAWINGS AND SPECIFICATIONS FOR MEANING OF ABBREVIATIONS AND ADDITIONAL REQUIREMENTS AND INFORMATION. CHECK ARCHITECTURAL, STRUCTURAL AND OTHER MECHANICAL AND ELECTRICAL DRAWINGS FOR SCALE, SPACE LIMITATIONS, COORDINATION, AND ADDITIONAL INFORMATION, ETC. REPORT ANY DISCREPANCIES, CONFLICTS, ETC. TO ENGINEER BEFORE SUBMITTING BID. ALL EQUIPMENT FURNISHED BY OTHERS (FBO) SHALL BE PROVIDED WITH PROPER MOTOR STARTERS, DISCONNECTS, CONTROLS, ETC. BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE. THE ELECTRICAL CONTRACTOR SHALL INSTALL AND COMPLETELY WIRE ALL ASSOCIATED EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S WIRE DIAGRAMS AND AS REQUIRED FOR A COMPLETE OPERATING INSTALLATION. ELECTRICAL CONTRACTOR SHALL VERIFY AND COORDINATE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF (FBO) EQUIPMENT PRIOR TO ROUGH-IN OF CONDUIT AND WIRING TO AVOID CONFLICTS.

**COORDINATION WITH UTILITY COMPANY:**

THE ELECTRICAL CONTRACTOR SHALL COORDINATE COMPLETE ELECTRICAL SERVICE WITH LOCAL UTILITY COMPANY FOR A COMPLETE OPERATIONS SYSTEM, INCLUDING TRANSFORMER CONNECTIONS, CONCRETE TRANSFORMER PADS, IF REQUIRED, METER SOCKETS, PRIMARY CABLE RACEWAY REQUIREMENTS, SECONDARY SERVICE, ETC. PRIOR TO SUBMITTING BID TO INCLUDE ALL LABOR AND MATERIALS. THE ELECTRICAL CONTRACTOR SHALL INCLUDE IN THE BID ANY OPTIONAL OR EXCESS FACILITY CHARGES ASSOCIATED WITH PROVIDING ELECTRICAL SERVICE FROM LOCAL UTILITY COMPANY. VERIFY BEFORE BIDDING TO INCLUDE ALL COSTS. THE ELECTRICAL CONTRACTOR SHALL VERIFY THE AVAILABLE FAULT CURRENT WITH THE LOCAL UTILITY COMPANY PRIOR TO SUBMITTING BID. ADJUST A.I.C. RATINGS OF ALL OVER CURRENT PROTECTION DEVICES IN DISTRIBUTION EQUIPMENT AS REQUIRED TO COORDINATE WITH AVAILABLE FAULT CURRENT FROM LOCAL UTILITY COMPANY. ALL GROUNDING RODS PROVIDED BY THE POWER OR TELEPHONE UTILITY COMPANIES MUST BE TIED INTO THE MAIN EXTERNAL GROUND RING.

**UTILITY CONTACTS:**

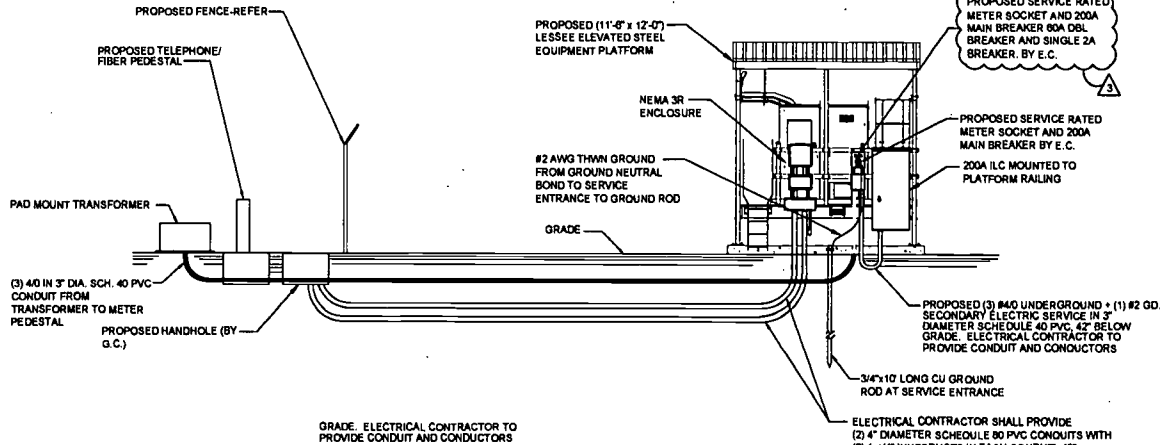
POWER: COMED  
MARY LOU KOCH  
847-608-2371  
ACCT#: 22270-38047

FIBER: AT&T  
BRANDON MURCIO  
(847) 888-8817

ELECTRICAL CONTRACTOR SHALL COORDINATE WITH POWER COMPANY FOR ENTRY INTO FENCE/DAREA BY EITHER MAKING A KEY TO A SLAVE LOCKED CHAIN AT THE FENCE GATE OR CALLING AND LEAVING A COMBINATION.

FOR CONTINUATION AND CONNECTION OF ELECTRIC AND TELEPHONE SERVICE, COORDINATE WITH ELECTRIC AND PHONE COMPANY

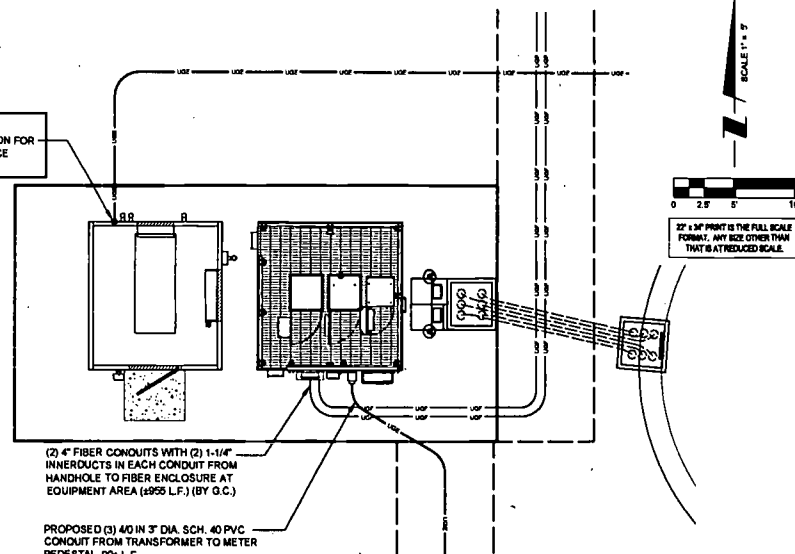
NOTE:  
CONTRACTOR TO VERIFY ROUTES WITH LOCAL UTILITY COMPANY PRIOR TO INSTALLATION.



CONTRACTOR SHALL BUILD INTO THE PRICE OF THE BID THE COST OF TWO (2) MOBILIZATIONS  
1) POWER/TELCO PERMIT PULLED PRIOR TO BUILDING PERMIT AND PRELIMINARY WORK (SMART JACK ON A STICK, ETC) COMPLETED PRIOR TO GENERAL CONSTRUCTION  
2) RETURN TO COMPLETE GENERAL ELECTRICAL CONSTRUCTION

ELECTRICAL SERVICE: 200 AMP 120/240V SINGLE PHASE 3 WIRE  
NOTE: VERIFY TELEPHONE ROUTING REQUIREMENTS WITH LOCAL TELEPHONE COMPANY

**2 ELECTRICAL RISER DIAGRAM**  
SCALE: 1" = 5'



1 SITE UTILITY ROUTING PLAN  
SCALE: 1" = 5'

NOTE:  
SEE SHEET LP-1 FOR ENTIRE UTILITY ROUTE.

NOTE:  
ELECTRICAL REQUIREMENT FOR LL POWER: AC SINGLE PHASE, 5KW, 120 VOLTS, 41.6A.

**CHICAGO SMSA**  
limited partnership  
dba VERIZON WIRELESS

**TERRA**  
CONSTRUCTION COMPANY, LTD.  
5901 BUCKLE DRIVE  
PINE RIDGE, IL 60090  
TEL: 815-284-8444  
FAX: 815-284-8444

NO.	DATE	BY	DESCRIPTION
10	08/19/14	JAY	UPDATE PERMITS COMMENTS
11	08/19/14	TAZ	UPDATE PERMITS COMMENTS
12	08/19/14	JAY	UPDATE SITE ADDRESS
13	08/19/14	JAY	ADD LAND CENTER FOR LANDLORD
14	08/19/14	JAY	UPDATE BELLER FOUNDATION PERMIT CHECK
15	08/19/14	JAY	UPDATE PERMITS COMMENTS
16	08/19/14	JAY	RELOCATE LEASE AREA

LOC. # 281793  
**RANDALL & HUNTLEY**  
3000 RANDALL ROAD  
CARPENTERSVILLE, IL 60110

DRAWN BY: JAY  
CHECKED BY: TAZ  
DATE: 08/19/14  
PROJECT #: 33-1577  
SHEET TITLE  
UTILITY ROUTING PLAN  
SHEET NUMBER

**E-1**



Dianna N. Lebherz  
Direct: 312.660.2203  
dlebherz@GinsbergJacobs.com

July 7, 2016

*Via Federal Express*

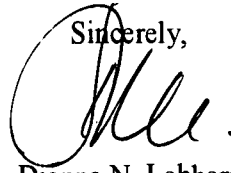
Mr. Marc P. Huber  
Village of Carpentersville  
1200 L.W. Besinger Drive  
Carpentersville, IL 60110

Re: Evidence of Lease  
Site Name: Randall & Huntley

Dear Mr. Huber:

Enclosed please find a copy of the original Evidence of Lease recorded with the Kane County Recorder on June 29, 2016 regarding the above-referenced site.

Should you have any questions regarding this matter, please do not hesitate to contact our office.

Sincerely,  
  
Dianna N. Lebherz  
Legal Secretary

Enclosure

cc: Patricia Stacey  
Lauren M. Ortega, Esq.  
Nick LaValle



2016K032781  
SANDY WEGMAN  
RECORDER - KANE COUNTY, IL

RECORDED: 5/23/2016 10:56 AM  
REC FEE: 49.00 RHPFS FEE: 9.00  
PAGES: 5

Prepared by and upon recording  
Please return to:

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

**EVIDENCE OF LEASE**

THIS EVIDENCE OF LEASE, is made as of the 31<sup>st</sup> day of March, 2016, by and between VILLAGE OF CARPENTERSVILLE, an Illinois municipal corporation (*Landlord*), having an address at 1200 L.W. Besinger Drive, Carpentersville, IL 60110, and Chiago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership (*Tenant*), having an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

WITNESSETH THAT:

WHEREAS, Landlord and Tenant entered into that certain lease (*Lease*) between Landlord and Tenant dated March 31, 2016, as may be amended from time to time, pursuant to which Landlord leased to Tenant certain Tower Space, Equipment Building Space, general access rights, and utility easements associated therewith (*Leased Property*) located upon real property owned by Landlord, commonly known as 3000 Randall Road in the Village of Carpentersville, State of Illinois, and legally described in Exhibit A to this Evidence of Lease (*Premises*), together with certain rights to use other portions of the Premises, as described more fully in the Lease.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all the terms, covenants and conditions contained in the Lease, the Leased Property for an Initial Term of five years, as set forth in the Lease Agreement.
2. Landlord hereby grants to Tenant, subject to all of the terms, covenants and conditions of the Lease, the right to extend the Lease beyond the Initial Term for four successive periods of five years each. Tenant shall be deemed to have automatically exercised its right to extend the Lease unless Tenant provides written notice to Landlord of its intention not to extend at least six months prior to the end of the then current Term.
3. This Evidence of Lease is entered into pursuant to the provisions of the Lease and is subject to all of the terms, covenants and conditions contained therein, all of which are

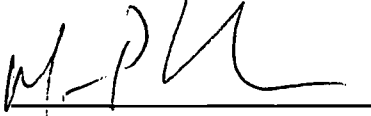
15

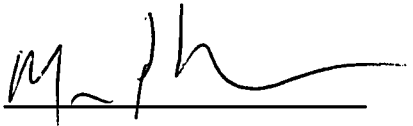
58

3. This Evidence of Lease is entered into pursuant to the provisions of the Lease and is subject to all of the terms, covenants and conditions contained therein, all of which are incorporated by reference herein. This Evidence of Lease is not intended to and shall not change any of the terms, covenants and conditions of the Lease.

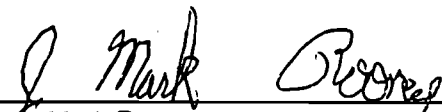
**IN WITNESS WHEREOF**, the parties hereto have executed this Evidence of Lease as of the day and year first above written.

WITNESS:

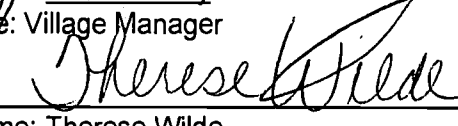
  
\_\_\_\_\_

  
\_\_\_\_\_

**LANDLORD: VILLAGE OF CARPENTERSVILLE**

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

Name: Mark Rooney  
Title: Village Manager

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

Name: Therese Wilde  
Title: Village Clerk

**TENANT: Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless**

ATTEST/WITNESS:

  
\_\_\_\_\_

By: **Cellco Partnership, its General Partner**

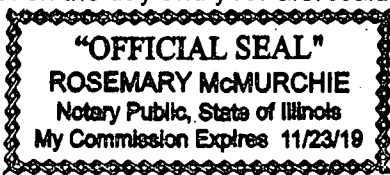
By:   
\_\_\_\_\_

Name: Jacquie Vallier  
Title: Executive Director - Network

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF KANE )

Before me, the undersigned Notary Public in and for said State and County, on this 2<sup>nd</sup> day of March, 2016, personally appeared Mark Rooney and Therese Wilde, known to me to be the Village Manager and Clerk, respectively, of the VILLAGE OF CARPENTERSVILLE and known to be the identical persons who signed and severally acknowledged that they signed the foregoing instrument as such officers of the said municipal corporation for and on behalf of said municipal corporation, and that they executed the same as their free and voluntary act and deed and the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal on the day and year aforesaid.



Rosemary McMurchie  
Notary Public  
In and for said State and County

My commission expires: 11.23.19

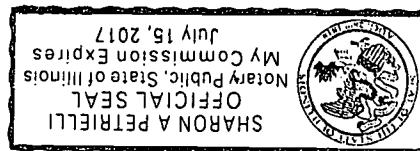
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

Before me, the undersigned Notary Public in and for said State and County, on this 31 day of March, 2016, personally appeared Jacque Vallier, personally to me known to be the Executive Director – Network of Cellco Partnership, general partner of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, and known to be the identical person who signed and severally acknowledged that he signed the foregoing instrument as such officer of said partnership for and on behalf of said partnership, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal on the day and year aforesaid.

Sharon A Petrielli  
Notary Public  
In and for said State and County

My commission expires: July 15, 2017



## Exhibit A

### Description of the Premises and Leased Property

#### PREMISES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 58 MINUTES 49 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 1174.00 FEET; THENCE NORTH 00 DEGREES 59 MINUTES 49 SECONDS WEST ALONG A LINE FORMING AN ANGLE OF 88 DEGREES 59 MINUTES 00 SECONDS FROM WEST TO NORTH WITH THE WESTERLY EXTENSION OF SAID LAST DESCRIBED QUARTER SECTION LINE 2649.35 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, SAID POINT OF INTERSECTION BEING THE PLACE OF BEGINNING AND SAID LAST DESCRIBED LINE BEARING NORTH 00 DEGREES 59 MINUTES 49 SECONDS WEST BEING HEREINAFTER REFERRED TO AS LINE "A"; THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 220.00 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 49 SECONDS EAST PARALLEL WITH SAID LINE "A" 150.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 220.00 FEET TO SAID LINE "A"; THENCE NORTH 00 DEGREES 59 MINUTES 49 SECONDS WEST ALONG SAID LINE "A" 150.00 FEET TO THE PLACE OF BEGINNING, IN VILLAGE OF CARPENTERSVILLE, IN DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS.

#### LEASED PROPERTY

PROPOSED 20' x 40' LEASE PARCEL LEGAL DESCRIPTION:

A 20.00 FEET BY 40.00 FEET LEASE PARCEL OVER THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 4 IN GLENEAGLE FARM MULTIFAMILY NORTH ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1997 AS DOCUMENT 97K090525; THENCE SOUTH 00 DEGREES 47 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 59.99 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS EAST 19.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS WEST 20.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS EAST 40.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 00 SECONDS EAST 20.00 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 00 SECONDS WEST 40.00 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. CONTAINING 800 SQUARE FEET

[continued on following page]



PROPOSED 8' UTILITY EASEMENT #1 LEGAL DESCRIPTION:

A 8.00 FEET WIDE UTILITY EASEMENT, 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE OVER THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN: COMMENCING AT THE NORTHEAST CORNER OF LOT 4 IN GLENEAGLE FARM MULTIFAMILY NORTH ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1997 AS DOCUMENT 97K090525; THENCE SOUTH 00 DEGREES 47 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 59.99 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS EAST 63.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS WEST 40.57 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST 155.99 FEET TO A POINT ON A WESTERLY LINE OF LOT 1 IN MENARDS MADISON COMMERCIAL RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9, 2006 AS DOCUMENT 2006K123077, SAID POINT BEING THE POINT OF TERMINUS, IN KANE COUNTY, ILLINOIS. CONTAINING 1,560 SQUARE FEET, MORE OR LESS

PROPOSED 8' UTILITY EASEMENT #2 LEGAL DESCRIPTION:

A 8.00 FOOT WIDE UTILITY EASEMENT, 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE OVER THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 4 IN GLENEAGLE FARM MULTIFAMILY NORTH ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1997 AS DOCUMENT 97K090525; THENCE SOUTH 00 DEGREES 47 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 59.99 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS EAST 55.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 06 MINUTES 00 SECONDS EAST 13.31 FEET; THENCE SOUTH 69 DEGREES 32 MINUTES 56 SECONDS EAST 51.08 FEET TO THE TERMINUS OF SAID LINE, IN KANE COUNTY, ILLINOIS. CONTAINING 497 SQUARE FEET, MORE OR LESS