

COMMITTEE OF THE WHOLE

Agenda Memorandum

AT-1

Item #

To: Mayor & City Council

From: Ben Benson, City Administrator
Thomas A. Thanas, Interim City Attorney

Subject: Amendment of Telecommunications Tower Lease Agreement with American Tower Asset Sub II, LLC at the Division Street Wastewater Treatment Plant (Second Amendment to Site Agreement No. 80)

Date: October 26, 2016

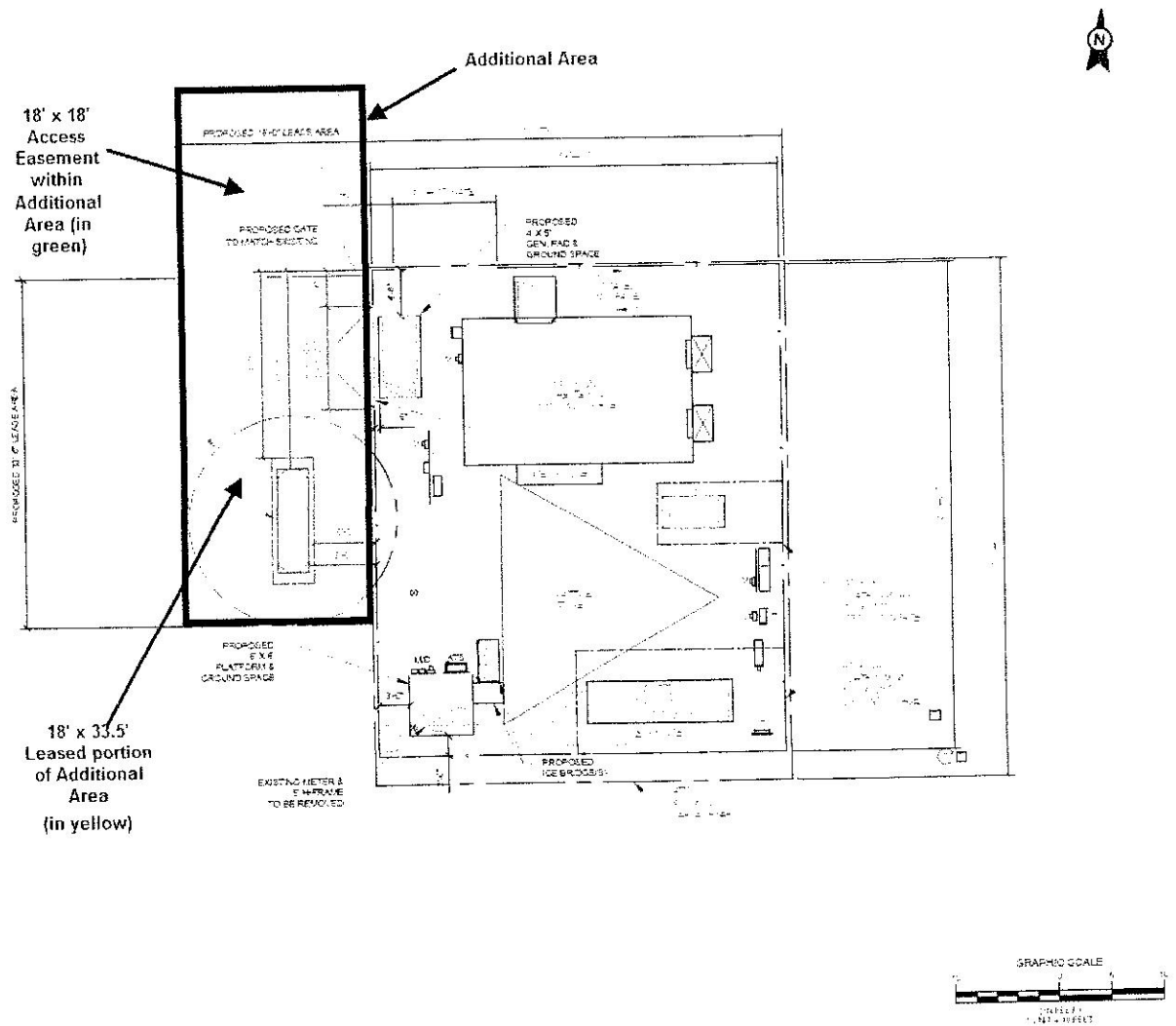
BACKGROUND/HISTORY

The City of Lockport entered into two agreements with American Tower Corporation for two telecommunications towers on the property of the Division Street Wastewater Treatment Plant. One tower agreement was approved in 1989 and is designated as #303912 in the photo below, and the other agreement was approved in 1996 and is designated as #304447 below.



In 2015, the City authorized a 25-year extension of the 1996 tower agreement for #304447 so American Tower would have the option to maintain and operate the telecommunications tower until the year 2041. The extension agreement increased the monthly rent to \$2,200 with a 3% annual escalator, and the City received a one-time signing payment of \$5,000.00 as part of the extension approval in 2015.

American Tower has requested that the 1989 lease agreement for the telecommunications tower designated as #303912 in the photo on the first page be amended to have the City lease additional land to American Tower so American Tower could add a generator and propane tank to support its tower. American Tower has requested that an additional 603 square feet be added to the current site for the generator and tank (in yellow below) along with a 324-square foot access easement (in green below).



In exchange for the additional land, American Tower has agreed to pay an additional \$250.00 per month to the City. The current monthly rent is \$1,400.00 which is locked in by the 1989 agreement through October 31, 2019. American Tower will be paying \$1,650.00 per month once the generator and tank are installed and become operational until October 31, 2019. If American Tower exercises its options beyond that date, then the 1989 agreement establishes a formula for increasing the monthly rental payments.

The current termination date of October 31, 2039, for the lease agreement (#303912) will remain in place assuming all options to extend the current lease are exercised by American Tower. There is no extension of the 1989 Lease Agreement being requested by American Tower at this time.

PROS/CONS/ALTERNATIVES

The approval of the Second Amendment to Site Agreement No. 80 for the additional land will provide additional revenue for the City and will improve the infrastructure for providing telecommunications services for Lockport residents and businesses.

RECOMMENDATION

The City Administration is recommending that the City Council give preliminary approval to the Second Amendment to Site Agreement No. 80 and authorize the agreement to be placed on the agenda of the November 16th City Council meeting for final consideration.

ATTACHMENTS

- Resolution Approving Second Amendment to Site Agreement No. 80
- Second Amendment to Site Agreement No. 80
- Memorandum of Lease Agreement to Be Recorded
- Original Lease Agreement from 1989
- Assignment of Lease Agreement to American Tower (2007-08)

SPECIFIC CITY COUNCIL ACTION REQUIRED

A motion to give preliminary approval to the Second Amendment to Site Agreement No. 80 for the cell tower site at the Lockport Police Station and authorize the City Administration to have the extension placed on the agenda for the November 16, 2016, City Council meeting.

RESOLUTION NO. 16 - ⁰⁸⁸_____

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO SITE AGREEMENT NO. 80 WITH
AMERICAN TOWER CORPORATION FOR AN EXISTING CELL TOWER
AT THE DIVISION STREET WASTEWATER TREATMENT PLANT**

WHEREAS, the Mayor and City Council of the City of Lockport have determined that it is in the best interests of the City of Lockport to amend the Site Agreement for a cell tower site at the Division Street Wastewater Treatment Plant to expand the square footage of the lease in exchange for additional compensation; and

WHEREAS, the amendment of the agreement will continue to support wireless telecommunications services for Lockport residents and businesses.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, as follows:

SECTION 1: The attached Second Amendment to Site Agreement No. 80 with American Tower Corporation is approved.

SECTION 2: The Mayor and City Clerk are directed to sign the amendment on behalf of the City.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 16 day of November, 2016, with

8 ALDERMEN voting aye 0 ALDERMEN abstaining

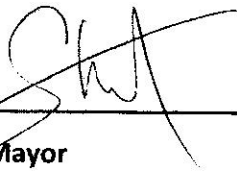
0 ALDERMEN voting nay 0 ALDERMEN absent

The MAYOR voting aye _____, voting nay _____, not voting X

A CAPADONA A PETRAKOS A SMITH A GILLOGLY

 A DESKIN A VANDERMEER A PERRETTA A BARTELSEN

 - MAYOR

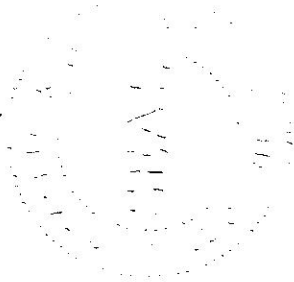


Steven Streit, Mayor

ATTEST:



Alice Matteucci, City Clerk



Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801-5118
Attn: Land Management/Robert Batiste
ATC Site # 303912
ATC Site Name: Lockport IL 1
Assessor Parcel #: 11-04-27-200-002

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** ("*Memorandum*") is made and entered into, and becomes effective on, this 29th day of December, 2016 (the "*Effective Date*") by and between **City of Lockport**, an Illinois municipal corporation (hereinafter referred to as "*Lessor*") and **American Tower Asset Sub II, LLC**, a Delaware limited liability company (hereinafter referred to as "*Lessee*").

NOTICE is hereby given of the following described lease, for the purpose of recording and giving notice of the existence of said lease. To the extent that notice of such lease has previously been recorded, then this Memorandum shall constitute a restatement and amendment of any such prior recorded notices.

1. **Lease:** Annex Parcel Lease Agreement dated December 12, 2016 (the "*Lease*") entered into by and between Lessor and Lessee.
2. **Expiration of Term:** Subject to the terms, provisions and conditions of the Lease, and assuming the exercise by Lessee of all renewal options contained in the Lease, the final

expiration date of the Lease will be October 31, 2039. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.

3. **Leased Premises:** That or those portion(s) of land described at or on **Exhibit A** attached hereto, together with any access and utility easements.
4. **Addresses:** The principal addresses of the appropriate parties are as follows

Lessor: 222 E 9TH ST
 LOCKPORT IL 60441

Lessee: 116 HUNTINGTON AVE
 BOSTON MA 02116

5. **Incorporation:** The terms and conditions of the Lease, as amended, are hereby incorporated into this Memorandum.
6. **Effect:** This Memorandum is not a complete summary of the terms and conditions contained in the Lease. Provisions in the Memorandum should not be used in interpreting the Lease provisions or determining the intent of the parties to the Lease except for provisions relating to expiration of term and lease premises provided however that in the event of a conflict between this Memorandum and the Lease, the Lease will control.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S) – REMAINDER OF PAGE LEFT
BLANK]*

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the Effective Date written above.

LESSOR

CITY OF LOCKPORT

Signature: [Signature]
Print Name: Steve Street
Title: MAYOR

WITNESSES

Signature: [Signature]
Print Name: Alice Mattencui

Signature: _____
Print Name: _____

ACKNOWLEDGMENT

Commonwealth/State of Illinois
County of Will

On the 22nd day of December, 2016, before me, Donna L. Tadey (here insert name of Notary here), a Notary Public, personally appeared Steve Street (here insert name of signatory), personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Donna L. Tadey

Print Name: DONNA L. TADEY

My commission expires: 10-17-2019



(Seal)

[LESSEE SIGNATURE APPEARS ON THE NEXT PAGE - REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LESSEE

American Tower Asset Sub II, LLC

Signature: [Signature]
Print Name: Daniel Broe
Title: Sr Counsel

WITNESSES

Signature: [Signature]
Print Name: Kenneth Leung
Signature: [Signature]
Print Name: Kristen Stathis

ACKNOWLEDGMENT

Commonwealth of Massachusetts)

County of Middlesex)

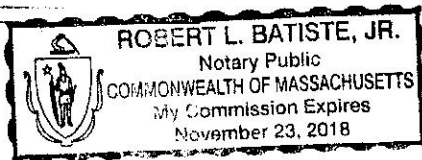
On the 5th day of January, 2017, before me, Robert L. Batiste, Jr., a Notary Public, personally appeared Daniel Broe (here insert name of signatory), personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

Print Name:

My commission expires:



(Seal)

[END OF SIGNATURES – REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A

Parent parcel:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE SOUTH LINE OF DIVISION STREET 30 FEET EAST OF THE PRESENT EASTERLY RIGHT OF WAY LINE OF THE ATCHESON [SIC] TOPEKA AND SANTE [SIC] FE RAIL WAY COMPANY MEASURED AT RIGHT ANGLES TO SAID RIGHT OF WAY RUNNING THENCE EAST ALONG SAID SOUTH LINE OF DIVISION STREET TO A POINT INTERSECTING THE WESTERLY BOUNDARY OF FAIRFIELD ADDITION TO LOCKPORT THENCE SOUTHWESTERLY ALONG SAID WESTERLY BOUNDARY LINE OF SAID FAIRFIELD ADDITION 328.22 FEET THENCE WEST ALONG AN EXTENSION OF THE SOUTH BOUNDARY OF SAID FAIRFIELD ADDITION TO A POINT 36 FEET EASTERLY OF THE SOUTH BOUNDARY RIGHT OF WAY LINE OF SAID ATCHISON TOPEKA AND SANTE [SIC] FE RAIL WAY COMPANY MEASURED AT RIGHT ANGLES TO SAID RIGHT OF WAY THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND 30 FEET DISTANT SAID RIGHT OF WAY LINE TO THE PLACE OF BEGINNING IN TOWNSHIP 36 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

Leased land (the portion of the parent parcel leased to Lessee):

ALL THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE 3RD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307, WILL COUNTY ILLINOIS, DESCRIBED AS; COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89°54'24" WEST 998.71 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 00°05'36" WEST 704.71 FEET TO THE NORTHWEST CORNER OF A 40.00 FOOT BY 50.00 FOOT ATC LEASE AREA; THENCE SOUTH 00°02'38" EAST 0.75 FEET ALONG THE WEST LINE OF SAID LEASE AREA FOR THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00°02'38" EAST 33.50 FEET; THENCE SOUTH 89°57'22" WEST 18.00 FEET; THENCE NORTH 00°02'38" WEST 33.50 FEET; THENCE NORTH 89°57'22" EAST 18.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. CONTAINING 603.00 SQUARE FEET MORE OR LESS.

[EXHIBIT A CONTINUES ON NEXT PAGE]

EXHIBIT A (CONTINUED)

Non-exclusive easement: (the portion of the parent parcel granted to Lessee):

PART OF LOT 2 OF SANGAMON CENTER SUBDIVISION AS SHOWN BY THE PLAT THEREOF RECORDED AS DOCUMENT NO. 376070 IN BOOK 22, PAGE 31 IN THE OFFICE OF RECORDER OF DEEDS OF SANGAMON COUNTY, ILLINOIS, DESCRIBED AS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 2 AND THE WESTERLY RIGHT OF WAY OF CHATHAM ROAD; THENCE S00°33'18"E ALONG THE SAID RIGHT OF WAY A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF LOT 3; THENCE S89°27'57"W ALONG THE NORTH LINE OF LOT 3 DISTANCE OF 251.68 FEET; THENCE N00°43'55"E A DISTANCE OF 17.61 FEET; THENCE N89°16'04"E A DISTANCE OF 79.00 FEET; THENCE S83°12'01"E A DISTANCE OF 22.57 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE N89°27'58"E ALONG THE SOUTH LINE OF LOT 2 A DISTANCE OF 149.90 FEET TO THE POINT OF BEGINNING.

[END OF EXHIBIT A]

SECOND AMENDMENT TO SITE AGREEMENT NO. 80

This Second Amendment to Site Agreement No. 80 (the "**Second Amendment**") is entered into and becomes effective as of the _____ day of _____, 2016 ("**Effective Date**"), by and between the **City of Lockport**, an Illinois municipal corporation (hereinafter referred to as "**Lessor**") and **American Tower Asset Sub II, LLC**, a Delaware limited liability company (hereinafter referred to as "**Lessee**"). (The Lessor and Lessee are collectively referred to herein as the "**Parties**").

RECITALS:

- A. Lessor is the owner of that certain parcel of land (the "**Parent Parcel**") situated at or around 425 West Division Street, in the city of Lockport, Will County, in the State of Illinois, and Lessor and Lessee, or its predecessor in interest, entered into that certain Site Agreement No. 80 – Lockport, Illinois dated July 17, 1989 as amended by that certain Amendment to Site Agreement No. 80 dated November 1, 1994 (collectively herein the "**Agreement**"), whereby the Lessee leases a portion of the Parent Parcel, together with easements for ingress and egress and the installation and maintenance of utilities, all as set forth in the Agreement (hereinafter collectively the "**Leased Premises**"). The Parent Parcel and Leased Premises are described, designated and/or depicted at or on **Exhibit A** attached hereto and incorporated herein. **Exhibit A** may be replaced by Lessee with a survey or surveys describing, designating and/or depicting the actual legal description(s) of the Parent Parcel and/or Leased Premises.
- B. Lessor and Lessee desire to amend the terms of the Agreement as provided herein.

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

1. **Ratification of the Leased Premises.** Lessor hereby ratifies and agrees that it leases and/or grants to Lessee the Leased Premises as described, designated and/or depicted at or on **Exhibit A** attached hereto.
2. **Additional Ground Space.**
 - a. Effective as of the Expansion Commencement Date (as defined below), Lessor hereby leases to Lessee approximately an additional six hundred and three (603) square feet of land and grants to Lessee a three hundred and twenty four (324) square foot non-exclusive access easement (collectively the "**Additional Area**") contiguous to the Leased Premises as described, designated and/or depicted at or on **Exhibit B** attached hereto and incorporated herein. Upon the Expansion Commencement Date, the Additional Area is hereby included as part of the Leased Premises leased under the Agreement as amended hereby. **Exhibit B** may be replaced by Lessee with a survey describing, designating and/or depicting the actual legal description of the Additional Area. In the event of an inconsistency between this Subsection 2(a) and **Exhibit B**, **Exhibit B** shall control.

- b. Lessor hereby grants to Lessee, its officers, agents, employees and/or independent contractors the right and privilege to enter upon the Parent Parcel, Leased Premises, and/or the Additional Area at any time on or after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, sampling, and/or tests, engineering studies and to conduct a survey of the Parent Parcel, Leased Premises and/or the Additional Area. Lessor hereby grants to Lessee, its officers, agents, employees and/or independent contractors the right and privilege to enter upon the Parent Parcel, Leased Premises, and/or the Additional Area at any time on or after the Expansion Commencement Date for the purposes of constructing and/or installing telecommunications related structures, fixtures, and/or equipment at or on the Leased Premises, and/or the Additional Area. Lessor will provide Lessee with any necessary keys or access codes to the Parent Parcel if needed for ingress and egress. Lessor will not unreasonably interfere with Lessee's use of the Parent Parcel in conducting these activities.
- c. The "Expansion Commencement Date" shall be the earlier of: (i) the date Lessee notifies Lessor in writing that Lessee elects to commence leasing the Additional Area; (ii) the date Lessee issues a written "Notice To Proceed" or similar document to a customer of the Lessee for the purpose of commencing such customer's installation of equipment at or on all or a portion of the Additional Area; (iii) the date that a customer of the Lessee actually commences to install, occupy and/or use such customer's equipment or other personal property at or on the Additional Area; or (iv) eighteen (18) months after the Effective Date of this Second Amendment.
- d. The Expansion Commencement Date shall be contingent on:
- (i) Lessee entering into a binding agreement with a customer of the Lessee for such customer's occupation of all or a portion of the Additional Area and Lessee and/or such customer obtaining all necessary certificates, permits, licenses, and other approvals that may be required by any federal, state, or local authority for such customer to occupy and operate on the Additional Area and Leased Premises; and
 - (ii) Lessee determining, at its sole discretion, that the status of title of Lessor as to the Additional Area is reasonably acceptable to Lessee; and
 - (iii) Lessee determining at its sole discretion that the Additional Area, Leased Premises and Parent Parcel are clear of any hazardous substances, which include any material or substance which is or becomes defined as a hazardous substance, pollutant, or contaminant, subject to reporting, investigation, or remediation pursuant to any federal, state, or local governmental authority, and any oil, or petroleum products or their by-products.

If any one of the above contingencies shall not be satisfied, then Lessee may, at any time prior to the Expansion Commencement Date, by written notice to Lessor, terminate this Second Amendment in its entirety and this Second Amendment shall then be null and void and of no further force and effect, provided however that this Subsection 2(d), along with Sections 1, 3, 4, 5, 7, 8 and 9 of this Second Amendment will otherwise survive and continue in full force and effect.

- e. Commencing on the Expansion Commencement Date the total rent payable under the Agreement as amended hereby shall be increased by a sum of Two Hundred and Fifty Dollars (\$250.00) per month. The Parties hereby acknowledge and agree that all applicable increases and escalations to the rent authorized pursuant to the Agreement shall continue in full force and effect.

3. **Approvals.** Without limiting any of Lessee's other rights under the Agreement, Lessor shall cooperate with Lessee, at no out-of-pocket expense to Lessor, in Lessee's efforts to obtain, maintain, renew and reinstate any and all of the certificates, permits, licenses, zoning, variances and other approvals which may be required from any federal, state or local authority as well as any necessary easements for Lessee or Lessee's sublessees, licensees, and/or customers' occupation and/or use of the Leased Premises and/or Additional Area (collectively, the "**Approvals**"). Lessor agrees to execute within fifteen (15) days after receipt of a written request from Lessee any and all documents necessary, in Lessee's reasonable judgment, and in a form reasonably acceptable to Lessee to allow Lessee and its sublessees, licensees, and/or customers to obtain, maintain, renew or reinstate the Approvals.

4. **Signage.** Without limiting any of Lessee's rights under the Agreement, Lessee shall have the right to install and maintain identifying signs and/or other signs required by any governmental authority on or about the Leased Premises and/or Additional Area, including any access road to the Leased Premises and/or Additional Area. The intent of this Section 4 shall be to allow the Lessee to place identifying signage or signs required by any governmental authority at or on the Leased Premises and/or Additional Area but shall in no means be construed as to authorize the Lessee to erect, install or maintain any advertising or similar signage for commercial gain unless otherwise expressly agreed to.

5. **Documentation.** Upon any permitted transfer or assignment of the Lessor's interest in this Agreement, prior to Lessee's being obligated to make any rent or other payments to the successor Lessor, Lessor's successor will provide Lessee with a completed Internal Revenue Form W-9, or then equivalent form, and any other reasonably necessary documentation requested by Lessee in order to confirm such transfer of the Agreement.

6. **Memorandum of Agreement.** Upon request by Lessee, Lessor shall execute and deliver to Lessee a Memorandum(s) of Agreement, reflecting this Second Amendment, in a form reasonably acceptable to Lessee and which is recordable in the jurisdiction in which the Parent Parcel is situated. Lessor shall also complete and execute any other document required by the recording authority to be submitted in conjunction with the recording of any Memorandum(s) of Agreement, including but not limited to transfer tax documents and sale disclosure forms. No executed Memorandum(s) of Agreement entered into pursuant to this Section 6 shall be

construed to control or govern this Second Amendment and/or the Agreement nor shall it construed to be evidence of the intent of the Parties in relation to this Second Amendment and/or the Agreement.

7. **Ratification/Estoppel.** Lessee and Lessor each hereby ratifies and confirms that the Agreement is in full force and effect. Lessor represents and warrants that, as of the Effective Date, Lessee is not in default in the payment or performance of its obligations under the Agreement and, to the best of Lessor's current knowledge, there is no existing condition that, although not presently a default, may result in a default under the Agreement. Except as modified herein, the Agreement and all the covenants, agreements, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed.

8. **Notices.** All notices hereunder must be in writing and shall be deemed validly given when delivered by hand, by nationally recognized overnight express delivery service or by First Class United States mail, certified, return receipt requested, addressed as follows:

Lessor:

CITY OF LOCKPORT
ATTN: CITY ATTORNEY'S OFFICE
222 E 9TH ST
LOCKPORT IL 60441

Lessee:

AMERICAN TOWER CORPORATION
ATTN: LAND MANAGEMENT
10 PRESIDENTIAL WAY
WOBBURN MA 01801

Any notice or other communication validly given as herein provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date received, if sent by overnight express delivery or if sent by U.S. mail. The parties may substitute recipient's names and addresses by giving at least twenty-one (21) days written notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice. Lessor agrees that notice to Lessee will not be deemed validly given and effective if such notice does not reasonably reference the following information: Site/Tower Name - Lockport IL 1 and Site/Tower Number - 303912.

9. **Entirety; Modification; Counterparts.** This Second Amendment, together with the Agreement, constitutes the entire agreement among the Parties regarding the Leased Premises and the Additional Area. Any amendment to this Second Amendment and/or the Agreement must be in writing and signed and delivered by authorized representatives of the Parties in order to be effective. This Second Amendment will be governed by the laws of the state in which the Parent Parcel is situated. If any inconsistency exists or arises between the terms of the

Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall prevail. This Second Amendment may be executed in any number of counterparts, each of which shall be an original, and which may be delivered via electronic means including but not limited to email, but all of which taken together shall constitute one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Second Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Second Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Second Amendment and without the requirement that the unavailability of such original, executed counterpart of this Second Amendment first be proven.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGES – REMAINDER OF PAGE
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IN WITNESS WHEREOF, Lessor and Lessee have each executed this Second Amendment as of the Effective Date written above.

LESSOR

CITY OF LOCKPORT

Signature: [Signature]
Print Name: STEVEN STREET
Title: Mayor

WITNESSES

Signature: [Signature]
Print Name: Alice Matheucci, City Clerk

Signature: _____
Print Name: _____

ACKNOWLEDGMENT

Commonwealth/State of _____)

County of _____)

On the _____ day of _____, 2016, before me, _____ (here insert name of Notary here), a Notary Public, personally appeared _____ (here insert name of signatory), personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Print Name: _____

My commission expires: _____

[LESSEE SIGNATURE APPEARS ON THE NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LESSEE

WITNESSES

American Tower Asset Sub II, LLC

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____

Signature: _____
Print Name: _____

ACKNOWLEDGMENT

Commonwealth of Massachusetts)

County of Middlesex)

On the ____ day of _____, 2016, before me, Robert L. Batiste, Jr., a Notary Public, personally appeared _____ (here insert name of signatory), personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Print Name:

My commission expires:

[END OF SIGNATURES – REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A

**DESCRIPTION, DESIGNATION AND/OR DEPICTION OF PARENT PARCEL AND
LEASED PREMISES**

Parent Parcel

Legal description of Parent Parcel:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE SOUTH LINE OF DIVISION STREET 30 FEET EAST OF THE PRESENT EASTERLY RIGHT OF WAY LINE OF THE ATCHISON [SIC] TOPEKA AND SANTE [SIC] FE RAIL WAY COMPANY MEASURED AT RIGHT ANGLES TO SAID RIGHT OF WAY RUNNING THENCE EAST ALONG SAID SOUTH LINE OF DIVISION STREET TO A POINT INTERSECTING THE WESTERLY BOUNDARY OF FAIRFIELD ADDITION TO LOCKPORT THENCE SOUTHWESTERLY ALONG SAID WESTERLY BOUNDARY LINE OF SAID FAIRFIELD ADDITION 328.22 FEET THENCE WEST ALONG AN EXTENSION OF THE SOUTH BOUNDARY OF SAID FAIRFIELD ADDITION TO A POINT 36 FEET EASTERLY OF THE SOUTH BOUNDARY RIGHT OF WAY LINE OF SAID ATCHISON TOPEKA AND SANTE [SIC] FE RAIL WAY COMPANY MEASURED AT RIGHT ANGLES TO SAID RIGHT OF WAY THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND 30 FEET DISTANT SAID RIGHT OF WAY LINE TO THE PLACE OF BEGINNING IN TOWNSHIP 36 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

Leased Premises

Legal description of portion of Parent Parcel leased to Lessee:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE 3RD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 89°52'24" WEST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 658.14 FEET TO THE INTERSECTION WITH A LINE 100.00 FEET PERPENDICULARLY MEASURED SOUTHEAST OF AND PARALLEL WITH THE CENTER LINE OF ATCHISON TOPEKA AND SANTA FE RAILROAD; THENCE SOUTH 40°03'38" WEST ON SAID 100.00 FEET SOUTHEAST PARALLEL LINE, A DISTANCE OF 986.18 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF FAIRFIELD ADDITION TO LOCKPORT EXTENDED WEST; THENCE NORTH 89°57'22" EAST ON SAID SOUTH LINE OF FAIRFIELD ADDITION EXTENDED WEST, A DISTANCE OF 293.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°02'38" WEST A DISTANCE OF 50.0 FEET; THENCE NORTH 89°57'22" EAST A DISTANCE OF 40.0 FEET; THENCE SOUTH 00°02'38" EAST A DISTANCE OF 50.0 FEET TO THE SOUTH LINE OF SAID FAIRFIELD ADDITION EXTENDED WEST; THENCE SOUTH 89°57'22" WEST A DISTANCE OF 40.0 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

[EXHIBIT A CONTINUES ON NEXT PAGE]

EXHIBIT A (CONTINUED)

Legal description of non-exclusive easement granted to Lessee:

A 15.00 WIDE EASEMENT IN THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE 3RD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307 AND ALSO A PART OF LOTS 31 AND 32 IN SAID FAIRFIELD ADDITION, WILL COUNTY ILLINOIS, THE CENTERLINE OF WHICH IS DESCRIBED AS; COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 89°52'24" WEST 991.21 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 00°05'36" WEST 704.69 FEET TO THE NORTH LINE OF A 40.00 FOOT BY 50.00 FOOT ATC LEASE AREA FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE NORTH 00°02'38" WEST 24.44 FEET; THENCE NORTH 29°44'59" EAST 90.87 FEET; THENCE NORTH 08°22'52" EAST 45.30 FEET; THENCE SOUTH 88°48'41" EAST 166.11 FEET; THENCE SOUTH 69°45'53" EAST 60.36 FEET; THENCE SOUTH 64°52'03" EAST 103.30 FEET; THENCE NORTHEASTERLY 103.73 FEET ALONG A 62.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 67°12'09" EAST 92.05 FEET; THENCE NORTH 19°16'21" EAST 43.88 FEET; THENCE NORTH 11°39'07" EAST 38.73 FEET; THENCE SOUTH 60°21'41" EAST 16.88 FEET TO THE WESTERLY LINE OF PRAIRIE AVENUE AND THE PLACE OF ENDING OF THIS CENTERLINE DESCRIPTION. THE SIDELINES TO BE LENGTHENED AND/OR SHORTENED TO TERMINATE AT SAID WEST RIGHT OF WAY.

(Note that the above described non-exclusive easement replaces the non-exclusive easement granted in the Agreement)

EXHIBIT B

DESCRIPTION AND DEPICTION OF ADDITIONAL AREA

Additional Area

Legal description of leased portion of Additional Area:

ALL THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE 3RD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307, WILL COUNTY ILLINOIS, DESCRIBED AS; COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89°54'24" WEST 998.71 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 00°05'36" WEST 704.71 FEET TO THE NORTHWEST CORNER OF A 40.00 FOOT BY 50.00 FOOT ATC LEASE AREA; THENCE SOUTH 00°02'38" EAST 0.75 FEET ALONG THE WEST LINE OF SAID LEASE AREA FOR THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00°02'38" EAST 33.50 FEET; THENCE SOUTH 89°57'22" WEST 18.00 FEET; THENCE NORTH 00°02'38" WEST 33.50 FEET; THENCE NORTH 89°57'22" EAST 18.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. CONTAINING 603.00 SQUARE FEET MORE OR LESS.

Legal description of non-exclusive access easement within Additional Area:

THE FOLLOWING PORTION OF LAND LESS THAT CERTAIN PORTION OF LAND DESCRIBED ABOVE AT EXHIBIT A AND LISTED AS THE NON-EXCLUSIVE EASEMENT:

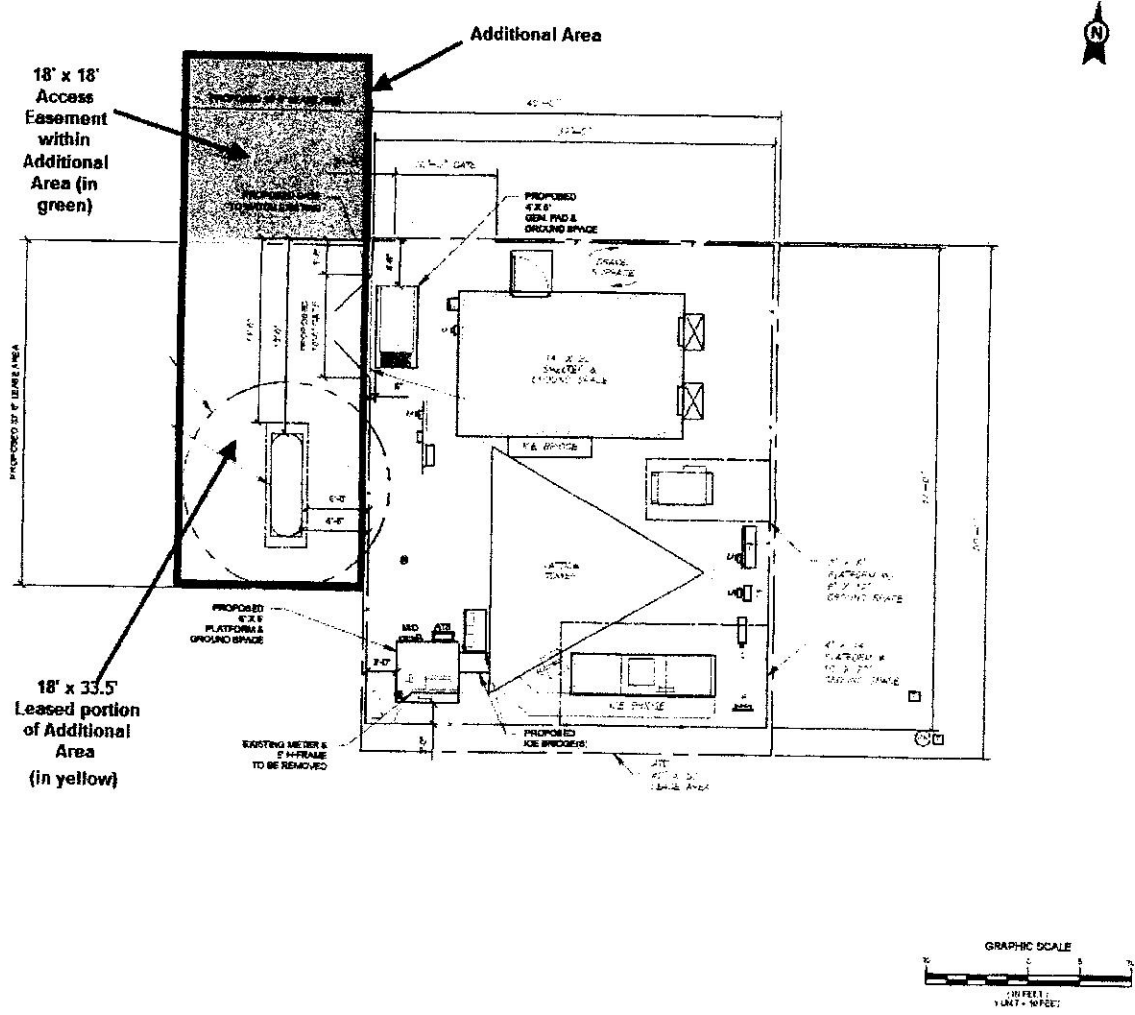
A 15.00 WIDE EASEMENT IN THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE 3RD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307 AND ALSO A PART OF LOTS 31 AND 32 IN SAID FAIRFIELD ADDITION, WILL COUNTY ILLINOIS, THE CENTERLINE OF WHICH IS DESCRIBED AS; COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89°54'24" WEST 991.21 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 00°05'36" WEST 704.69 FEET TO THE NORTH LINE OF A 40.00 FOOT BY 50.00 FOOT ATC LEASE AREA FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE NORTH 00°02'38" WEST 9.25 FEET TO POINT A; THENCE CONTINUING NORTH 00°02'38" WEST 15.19 FEET; THENCE NORTH 29°44'59" EAST 90.87 FEET; THENCE NORTH 08°22'52" EAST 45.30 FEET; THENCE SOUTH 88°48'41" EAST 166.11 FEET; THENCE SOUTH 69°45'53" EAST 60.36 FEET; THENCE SOUTH 64°52'03" EAST 103.30 FEET; THENCE NORTHEASTERLY 103.73 FEET ALONG A 62.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 67°12'09" EAST 92.05 FEET; THENCE NORTH 19°16'21" EAST 43.88 FEET; THENCE NORTH 11°39'07" EAST 38.73 FEET; THENCE SOUTH 60°21'41" EAST 16.88 FEET

[EXHIBIT B CONTINUES ON NEXT PAGE]

EXHIBIT B (CONTINUED)

TO THE WESTERLY LINE OF PRAIRIE AVENUE AND THE PLACE OF ENDING OF THIS CENTERLINE DESCRIPTION. THENCE RECOMMENCING AT THE AFORESAID POINT A FOR THE PLACE OF BEGINNING OF A 20.00 FOOT WIDE CENTERLINE EASEMENT; THENCE SOUTH 89°57'22" WEST 25.50 FEET TO THE PLACE OF ENDING OF THIS CENTERLINE DESCRIPTION. THE SIDELINES TO BE LENGTHENED AND/OR SHORTENED TO TERMINATE AT SAID WEST RIGHT OF WAY.

Depiction of leased portion of Additional Area (in yellow) and depiction of access easement within the Additional Area (in green):





March 20, 2018

City of Lockport
Attn: Lisa Heglund
222 East 9th Street
Lockport, IL 60441

Re: FA Number: 10036463
Cell Site Name: Lockport
425 West Division Street, Lockport, IL 60441 (Property)

Dear Ms. Heglund,

In connection with the Reinstatement and Ratification of and Third Amendment to Site Agreement No. 80 and Memorandum of Site Agreement between the City of Lockport (Lessor), and New Cingular Wireless PCS, LLC (Lessee), attached please find one (1) fully executed copy of the Reinstatement and Ratification of and Third Amendment to Site Agreement No. 80 and one (1) fully executed copy of the Memorandum of Site Agreement.

If you have any questions regarding the enclosed documents, please contact me at **(858) 799-0346** or by email at **wsantiago@md7.com**.

Sincerely,

A handwritten signature in cursive script that reads "Wendy Y. Santiago".

Wendy Y. Santiago

Enclosures

Cell Site No.: IL0080
Cell Site Name: Lockport
Fixed Asset No.: 10036463
Market: IL / WI
Address: 425 West Division Street

**REINSTATEMENT AND RATIFICATION OF AND THIRD AMENDMENT
TO SITE AGREEMENT NO. 80**

THIS REINSTATEMENT AND RATIFICATION OF AND THIRD AMENDMENT TO SITE AGREEMENT NO. 80 ("**Third Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the City of Lockport, an Illinois municipal corporation, having a mailing address of 222 East 9th Street, Lockport, IL 60441 (hereinafter referred to as "**Lessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Lessee**").

WHEREAS, Lessor (or its respective predecessor-in-interest) and Lessee (or its respective predecessor-in-interest) entered into a Site Agreement No. 80 dated July 17, 1989, as amended by an Amendment to Site Agreement No. 80 dated November 1, 1994, and as further amended by Amendment Number 2 to Site Agreement Number 80 dated on or about August 1, 2001 (hereinafter, collectively, the "**Site Agreement**"), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the property ("**Property**") located at 425 West Division Street, Lockport, IL 60441; and

WHEREAS, the term of the Site Agreement expired on October 31, 2014, and Lessor acknowledges that Lessee has been occupying the Premises and Lessor has accepted Rent during from Lessee and the parties mutually desire to renew the Site Agreement, memorialize such renewal period and modify the Site Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Site Agreement to extend the term of the Site Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Site Agreement to adjust the Rent (as defined below) in conjunction with the modifications to the Site Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Site Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Site Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

Cell Site No.: IL0080
Cell Site Name: Lockport
Fixed Asset No.: 10036463
Market: IL / WI
Address: 425 West Division Street

1. **Reinstatement and Ratification.** The Site Agreement, including all amendments thereto, if any, entered into prior to the date hereof, is attached hereto as **Exhibit A**. Lessor and Lessee hereby reinstate, ratify, confirm and adopt the Site Agreement, as amended herein, as of the latter signature date below.

2. **Extension of Term.** The term of the Site Agreement shall be extended to provide that the Site Agreement has a new initial term of five (5) years ("**New Initial Term**") commencing on March 1, 2018. The Site Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**" and each such Additional Extension Term shall be considered an Extension Term under the Site Agreement), upon the same terms and conditions of the Site Agreement, as amended herein, without further action by Lessee unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Site Agreement at least sixty (60) days prior to the expiration of the New Initial Term or the then current Additional Extension Term. The New Initial Term and the Additional Extension Term are collectively referred to as the Term ("**Term**").

3. **Rent.** Commencing on March 1, 2018, the current rent payable under the Site Agreement shall be One Thousand and No/100 Dollars (\$1,000.00) per month (the "**Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Schedule 1 of the Site Agreement shall be amended to provide that Rent shall be adjusted as follows: commencing on March 1, 2023, and each Additional Extension Term exercised thereafter, the monthly Rent will increase by ten percent (10%) over the Rent paid during the previous Term.

4. **Rental Stream Offer.** If at any time after the date of this Third Amendment, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with the Site Agreement ("**Rental Stream Offer**"), Lessor shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within the ninety (90) day period, Lessor may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of the Site Agreement. If Lessor attempts to assign or transfer Rent payments without complying with this Paragraph, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under the Site Agreement and reserves the right to hold payments due under the Site Agreement until Lessor complies with this Paragraph.

5. **Charges.** All charges payable under the Site Agreement such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subparagraph shall survive the termination or expiration of the Site Agreement.

Cell Site No.: IL0080
Cell Site Name: Lockport
Fixed Asset No.: 10036463
Market: IL / WI
Address: 425 West Division Street

6. **Acknowledgement.** Lessor acknowledges that: 1) this Third Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Third Amendment and the underlying Site Agreement and, prior to execution of this Third Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Third Amendment and to have counsel review the terms and conditions of this Third Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Third Amendment, the underlying Site Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Paragraph 20 of the Site Agreement is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # IL0080
Cell Site Name Lockport (IL); Fixed Asset No.: 10036463
575 Morosgo Drive NE
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # IL0080
Cell Site Name Lockport (IL); Fixed Asset No: 10036463
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Lessor:

City of Lockport
222 East 9th Street
Lockport, IL 60441

Cell Site No.: IL0080
Cell Site Name: Lockport
Fixed Asset No.: 10036463
Market: IL / WI
Address: 425 West Division Street

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

8. **Memorandum of Site Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Site Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Site Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Site Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Site Agreement to itself shall be deemed also to refer to this Third Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Site Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

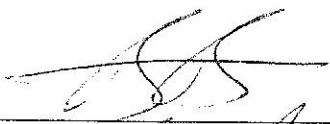
Cell Site No.: IL0080
Cell Site Name: Lockport
Fixed Asset No.: 10036463
Market: IL / WI
Address: 425 West Division Street

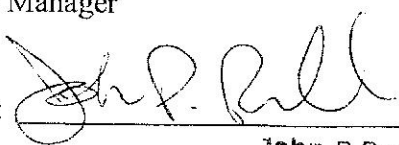
IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Reinstatement and Third Amendment on the dates set forth below.

LESSOR:
City of Lockport,
an Illinois municipal corporation

LESSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Ben Dawson
Title: City Admin
Date: 2/27/18

By: 
Print Name: John P Russell
Title: Sr Real Estate & Construction Mgr
Date: 3/12/18

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

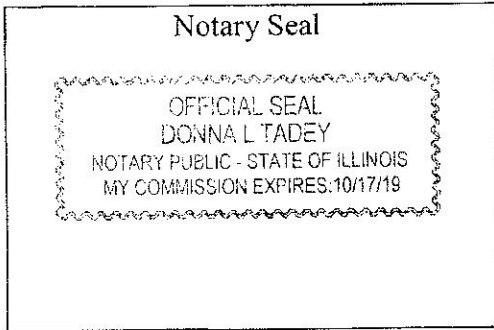
Cell Site No.: IL0080
Cell Site Name: Lockport
Fixed Asset No.: 10036463
Market: IL / WI
Address: 425 West Division Street

LESSOR ACKNOWLEDGEMENT

STATE OF Illinois)
) SS.
COUNTY OF Will)

I certify that I know or have satisfactory evidence that Ben Benson
is the person who appeared before me, and said person acknowledged that said person signed this
instrument, on oath stated that said person was authorized to execute the instrument and
acknowledged it as the City Administrator of the City
of Lockport, an Illinois municipal corporation, to be the free and voluntary act of such party for
the uses and purposes mentioned in the instrument.

DATED: February 27, 2018.



Donna L. Tadey
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
Illinois
My appointment expires: 10-17-2019

Cell Site No.: IL0080
Cell Site Name: Lockport
Fixed Asset No.: 10036463
Market: IL / WI
Address: 425 West Division Street

**THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:**

Michael Fraunces, President
(858) 799-7850
Md7, LLC
10590 West Ocean Air Drive
Suite 300
San Diego, CA 92130

Parcel #: 11-04-27-200-002-0000

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: IL0080
Cell Site Name: Lockport (IL)
Fixed Asset Number: 10036463
State: IL
County: Will

**MEMORANDUM
OF
SITE AGREEMENT**

This Memorandum of Site Agreement is entered into on this 12 day of March, 2018, by and between the City of Lockport, an Illinois municipal corporation, having a mailing address at 222 East 9th Street, Lockport, IL 60441 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee (or their predecessors in interest) entered into a certain Site Agreement No. 80 dated July 17, 1989, as amended by that certain Amendment to Site Agreement No. 80 dated November 1, 1994, as amended by that certain Amendment Number 2 to Site Agreement Number 80 dated on or about August 1, 2001, and as further amended by that certain Third Amendment to Site Agreement No. 80 dated MARCH 12 2018 (hereinafter, collectively, the "**Site Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located in the City of Lockport, County of Will, commonly known as 425 West Division Street. All of the foregoing are set forth in the Site Agreement.

Cell Site No.: IL0080
Cell Site Name: Lockport
Fixed Asset No.: 10036463
Market: IL / WI
Address: 425 West Division Street

2. The New Initial Term will be five (5) years (“**New Initial Term**”) commencing on March 1, 2018, with five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Lessee (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Site Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Site Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Site Agreement and the provisions of the Site Agreement, the provisions of the Site Agreement shall control. The Site Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Site Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]


Cell Site No.: IL0080
Cell Site Name: Lockport
Fixed Asset No.: 10036463
Market: IL / WI
Address: 425 West Division Street

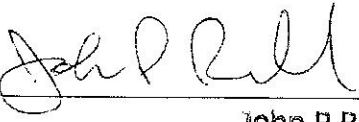
IN WITNESS WHEREOF, the parties have executed this Memorandum of Site Agreement as of the day and year first above written.

LESSOR:
City of Lockport,
an Illinois municipal corporation

LESSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Ben Benson
Title: City Manager
Date: 2/27/18

By: 
Print Name: John P Russell
Title: Sr Real Estate & Construction Mgr
Date: 3/12/18

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

Cell Site No.: IL0080
Cell Site Name: Lockport
Fixed Asset No.: 10036463
Market: IL / WI
Address: 425 West Division Street

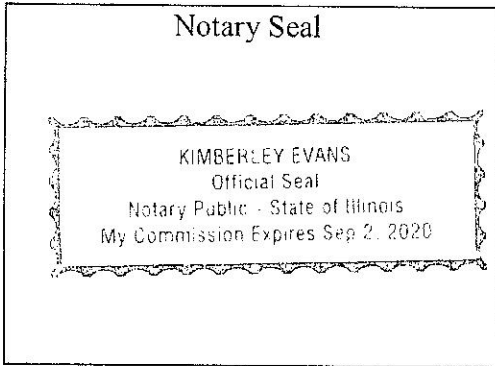
LESSEE ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF COOK) SS.

John P Russell

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged
it as the Sr Real Estate & Construction Mgr of AT&T Mobility Corporation, the Manager of New
Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: MARCH 12 2018



Kimberley Evans
(Signature of Notary)
Kimberley Evans

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

IL
My appointment expires: 9/2/2020

Cell Site No.: IL0080
Cell Site Name: Lockport
Fixed Asset No.: 10036463
Market: IL / WI
Address: 425 West Division Street

Exhibit 1 to Memorandum of Site Agreement

Legal Description

Street Address: 425 West Division Street, Lockport, IL 60441

Parcel #: 11-04-27-200-002-0000

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

REAL ESTATE DESCRIPTION

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP THIRTY-SIX NORTH, RANGE TEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-SEVEN; THENCE NORTH 89°-52'-24" WEST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SEVEN, A DISTANCE OF 658.14 FT. TO THE INTERSECTION WITH A LINE 100.00 FT. PERPENDICULARLY MEASURED SOUTHEAST OF AND PARALLEL WITH THE CENTER LINE OF ATCHISON TOPEKA AND SANTA FE RAILROAD; THENCE SOUTH 40°-03'-38" WEST ON SAID 100.00 FT. SOUTHEAST PARALLEL LINE, A DISTANCE OF 986.18 FT. TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF FAIRFIELD ADDITION TO LOCKPORT EXTENDED WEST; THENCE NORTH 89°-57'-22" EAST ON SAID SOUTH LINE OF FAIRFIELD ADDITION EXTENDED WEST, A DISTANCE OF 293.0 FT. TO THE POINT OF BEGINNING; THENCE NORTH 00°-02'-38" WEST A DISTANCE OF 50.0 FT.; THENCE NORTH 89°-57'-22" EAST A DISTANCE OF 40.0 FT.; THENCE SOUTH 00°-02'-38" EAST A DISTANCE OF 50.0 FT. TO THE SOUTH LINE OF SAID FAIRFIELD ADDITION EXTENDED WEST; THENCE SOUTH 89°-57'-22" WEST A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

EASEMENT FOR CONSTRUCTION

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP THIRTY-SIX NORTH, RANGE TEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-SEVEN; THENCE NORTH 89°-52'-24" WEST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SEVEN, A DISTANCE OF 658.14 FT. TO THE INTERSECTION WITH A LINE 100.00 FT. PERPENDICULARLY MEASURED SOUTHEAST OF AND PARALLEL WITH THE CENTER LINE OF ATCHISON TOPEKA AND SANTA FE RAILROAD; THENCE SOUTH 40°-03'-38" WEST ON SAID 100.00 FT. SOUTHEAST PARALLEL LINE, A DISTANCE OF 986.18 FT. TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID FAIRFIELD ADDITION TO LOCKPORT EXTENDED WEST; THENCE NORTH 89°-57'-22" EAST ON SAID SOUTH LINE OF FAIRFIELD ADDITION EXTENDED WEST, A DISTANCE OF 293.0 FT.; THENCE NORTH 00°-02'-38" WEST A DISTANCE OF 50.0 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°-02'-38" WEST A DISTANCE OF 40.0 FT.; THENCE NORTH 89°-57'-22" EAST A DISTANCE OF 50.0 FT.; THENCE SOUTH 00°-02'-38" EAST A DISTANCE OF 40.0 FT.; THENCE SOUTH 89°-57'-22" WEST A DISTANCE OF 50.0 FT. TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

Cell Site No.: IL0080
Cell Site Name: Lockport
Fixed Asset No.: 10036463
Market: IL / WI
Address: 425 West Division Street

EASEMENT FOR INGRESS AND EGRESS

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP THIRTY-SIX NORTH, RANGE TEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307 AND ALSO A PART OF LOTS THIRTY-ONE AND THIRTY-TWO IN SAID FAIRFIELD ADDITION, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-SEVEN; THENCE NORTH $89^{\circ}-52'-24''$ WEST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SEVEN, A DISTANCE OF 658.14 FT. TO THE INTERSECTION WITH A LINE 100.0 FT PERPENDICULARLY MEASURED SOUTHEAST OF AND PARALLEL WITH THE CENTER LINE OF ATCHISON TOPEKA AND

SANTA FE RAILROAD; THENCE SOUTH $40^{\circ}-03'-38''$ WEST ON SAID 100.0 FT. SOUTHEAST PARALLEL LINE, A DISTANCE OF 986.18 FT. TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID FAIRFIELD ADDITION TO LOCKPORT EXTENDED WEST; THENCE NORTH $89^{\circ}-57'-22''$ EAST ON SAID SOUTH LINE OF FAIRFIELD ADDITION EXTENDED WEST, A DISTANCE OF 293.0 FT.; THENCE NORTH $00^{\circ}-02'-38''$ WEST A DISTANCE OF 50.0 FT. TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, HAVING AN ARC DISTANCE OF 61.70 FT. WITH A RADIUS OF 39.28 FT., ALSO HAVE A CHORD DISTANCE OF 55.55 FT. WITH A CHORD BEARING OF NORTH $44^{\circ}-57'-19''$ EAST; THENCE NORTH $89^{\circ}-57'-22''$ EAST A DISTANCE OF 22.36 FT.; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 45.12 FT. WITH A RADIUS OF 42.08 FT., ALSO HAVING A CHORD DISTANCE OF 42.99 FT. WITH A CHORD BEARING OF NORTH $59^{\circ}-14'-36''$ EAST; THENCE NORTH $28^{\circ}-31'-50''$ EAST A DISTANCE OF 48.15 FT.; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, HAVING AN ARC DISTANCE OF 72.31 FT. WITH A RADIUS OF 96.14 FT., ALSO HAVING A CHORD DISTANCE OF 70.62 FT. WITH A CHORD BEARING OF NORTH $50^{\circ}-04'-39''$ EAST; THENCE NORTH $71^{\circ}-37'-28''$ EAST A DISTANCE OF 89.28 FT.; THENCE SOUTH $86^{\circ}-15'-32''$ EAST A DISTANCE OF 99.93 FT.; THENCE SOUTH $69^{\circ}-39'-15''$ EAST A DISTANCE OF 113.69 FT. TO THE EASTERLY LINE OF SAID LOT THIRTY-TWO IN FAIRFIELD ADDITION, SAID LINE ALSO BEING THE WESTERLY LINE OF PRAIRIE AVENUE; THENCE SOUTH $29^{\circ}-33'-21''$ WEST ON SAID EASTERLY LINE OF LOT THIRTY-TWO, A DISTANCE OF 15.20 FT.; THENCE NORTH $69^{\circ}-39'-15''$ WEST A DISTANCE OF 109.07 FT.; THENCE NORTH $86^{\circ}-15'-32''$ WEST A DISTANCE OF 94.81 FT.; THENCE SOUTH $71^{\circ}-37'-28''$ WEST A DISTANCE OF 86.35 FT.; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 61.03 FT. WITH A RADIUS OF 81.14 FT., ALSO HAVING A CHORD DISTANCE OF 59.60 FT. WITH A CHORD BEARING OF SOUTH $50^{\circ}-04'-39''$ WEST; THENCE SOUTH $28^{\circ}-31'-50''$ WEST A DISTANCE OF 48.15 FT.; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, HAVING AN ARC DISTANCE OF 61.19 FT. WITH A RADIUS OF 57.08 FT., ALSO HAVING A CHORD DISTANCE OF 58.31 FT. WITH A CHORD BEARING OF SOUTH $59^{\circ}-14'-36''$ WEST; THENCE SOUTH $89^{\circ}-57'-22''$ WEST A DISTANCE OF 22.36 FT.; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 38.14 FT. WITH A RADIUS OF 24.28 FT., ALSO HAVING A CHORD DISTANCE OF 34.34 FT. WITH A CHORD BEARING OF SOUTH $44^{\circ}-57'-16''$ WEST; THENCE SOUTH $89^{\circ}-57'-22''$ WEST A DISTANCE OF 15.0 FT. TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

RESOLUTION NO. 19-070

A RESOLUTION EXTENDING AMERICAN TOWER LEASE AGREEMENTS

WHEREAS, American Tower is desirous to extend their current lease agreements for access and public utilities located at the Division Street Wastewater Treatment Plant and;

WHEREAS, the City is desirous to continue the lease agreement with American Tower and;

WHEREAS, American Tower has granted a utility easement along Gougar Road for the extension of watermain by the City of Lockport and;

WHEREAS, The Third Amendment to Standard Lease Agreement will be extended for a term of 20 years with an expiration date of October 25, 2061 and;

WHEREAS, The Second Amendment to Site Agreement No. 80 – Lockport, Illinois will be extended for a term of 20 years with an expiration date of October 31, 2059;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKPORT, ILLINOIS, AS FOLLOWS:

SECTION ONE: The Mayor and the City Council hereby authorize the extension of “The Third Amendment to Standard Lease Agreement” and “The Second Amendment to Site Agreement No. 80 – Lockport, Illinois”, each for a term of 20 years.

SECTION TWO: This Resolution shall become effective immediately upon passage and approval.

PASSED this 5th day of June, 2019, with

7 ALDERMEN voting aye 0 ALDERMEN abstaining

0 ALDERMEN voting nay 1 ALDERMEN absent

The MAYOR voting aye _____, voting nay _____, not voting x

A BARTELSEN A BERGBOWER A DESKIN A GILLOGLY

A PERRETTA ABSENT SABAN A SCHREIBER A LOBES

- MAYOR



Steven Streit, Mayor

ATTEST:



Kathleen Gentile, City Clerk

R2019038600

KAREN A. STUKEL
WILL COUNTY RECORDER
RECORDED ON
06/20/2019 04:05:06 PM
REC FEE: 41.00
IL RENTAL HSNQ:
PAGES: 10
MKE

Prepared by and Return to:

American Tower
Attn: Land Management / Karina D. Dodor, Esq.
10 Presidential Way
Woburn, MA 01801
Site No: 371145
Site Name: Joliet IL
Parcel ID: 05-18-200-034
Resolution No: 18-025

STATE OF ILLINOIS

COUNTY OF WILL

PUBLIC UTILITY EASEMENT

This PUBLIC UTILITY EASEMENT AGREEMENT (this "**Agreement**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **GTP Acquisition Partners II, LLC**, a Delaware limited liability company ("**Grantor**") and **City of Lockport, IL**, ("**Grantee**") (Grantor and Grantee are each a "**Party**" and are collectively the "**Parties**").

RECITALS

WHEREAS, Grantor is the owner of that certain real property commonly known as 15252 S. Gougar Rd., Homerglen, IL 60491, APN: 05-18-200-034 described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Grantee wishes to construct, install, operate, maintain and repair a public water main over, across, under, and on that portion of the Parent Parcel more particularly described on **Exhibit B** attached hereto and by this reference made a part hereof (the "**Public Utility Easement Area**"); and

WHEREAS, Grantor desires to convey to Grantee, and Grantee desires to accept from Grantor, an easement for the construction, installation, operation, maintenance, and repair of water main improvements over, across, under and on the Public Utility Easement subject to the terms and conditions set forth herein, for the scope and purposes set forth below.

1 of 10 c X

Site No: 371145
Site Name: Joliet IL

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

1. **Definitions.** The foregoing recitals and definitions set forth above are hereby incorporated and are expressly made a part of this Agreement for all purposes.
2. **Easement.** Grantor, for itself and its successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns, a non-exclusive easement (the "**Easement**") over, across, under, and on that portion the Public Utility Easement Area for the purposes set forth herein as of the Effective Date. All rights, easements and interests herein created are for personal use and benefit to the Grantee as a public utility easement and not for use by the general public.
3. **Use of Public Utility Easement Area.** The Easement shall be used by Grantee at a depth of no more than ten feet (10') below grade for the construction, installation, operation, maintenance, and repair of a new water main over, across, under, and on the Public Utility Easement (the, "**Improvements**"). Immediately upon completion of the Improvements, Grantee, at its sole cost and expense, agrees to promptly restore the surface of the Public Utility Easement Area and the Parent Parcel to its condition existing prior to the commencement of the Improvements. Grantee agrees to promptly repair any damage to the Public Utility Easement Area or Parent Parcel caused by or resulting from the use of the Public Utility Easement Area by it or its affiliates, customers, tenants, subtenants, lessees, licensees, and contractors, together with any of the employees, contractors, consultants, and/or agents of the foregoing. Grantee shall not utilize the Public Utility Easement Area in any manner that interferes with the use of the Parent Parcel by Grantor or any person or entity claiming rights to the Parent Parcel through the Grantor. During the **Term**, as defined hereinafter, Grantee shall maintain the Public Utility Easement Area, as it pertains to the Improvements only, in compliance with all applicable laws, rules, regulations, ordinances, codes, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, whether promulgated by state, federal or local entities, now in effect or which may hereafter come into effect, including but not limited to those of the FAA or FCC, any and all environmental requirements, and the Americans with Disabilities Act (collectively the "**Laws**") at Grantee's sole cost and expense.
4. **Duration.** The duration of this Agreement and the Easement granted herein (the "**Term**") shall commence on the Effective Date and shall be in effect until the earlier of the following: (A) Grantee provides written, recordable notice of its intent to terminate this Agreement and the Easement herein, in which event this Agreement, the Easement, and all obligations of the Parties hereunder shall terminate upon such Grantee's recordation of any such notice; or (B) Grantee's non-use of the Public Utility Easement Area for a period of one (1) year (the "**Termination**"). Within sixty (60) days of such Termination, Grantee shall remove all underground and above-ground fixtures and personal property erected, constructed or installed over, across, under, and on the Public Utility Easement Area by Grantee and restore the Public Utility Easement Area to its original above-grade and below-grade condition, reasonable wear and tear excepted. Footings, foundations, and concrete will be removed and the Public Utility Easement Area will be restored to the condition it was in prior to the Effective

Date. Notwithstanding the above, Grantor may, at its sole option, require Grantee to leave the Improvements or some portion of the Improvements, within the Public Utility Easement Area, at which point, all title and ownership to those Improvements shall convey to Grantor. In such event, Grantor shall provide written notice of its desire to retain all or some portion of the Improvements to Grantee within thirty (30) days of the date of Termination.

5. **Environmental.** Grantee represents, warrants and agrees that it will not use, generate, store or dispose of any **Hazardous Material**, as defined hereinafter, on, under, about or within the Public Utility Easement Area in violation of any Laws. Grantee agrees to defend, indemnify and hold harmless Grantor, and its partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from: (A) any breach by Grantee of any representation, warranty or agreement contained in this Section or any Laws; or (B) the use, generation, storage or disposal by Grantee of any Hazardous Material in violation of any Laws to the extent not covered by (A) above. As used in this Section, "**Hazardous Material**" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Parent Parcel is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Any Party seeking indemnification hereunder ("**Indemnified Party**") shall provide the other party ("**Indemnifying Party**") reasonably prompt notice of known claims giving rise to any claim for indemnity.
6. **Government Approvals.** Grantee's use of the Public Utility Easement Area is contingent upon Grantee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required for Grantee's use of the Public Utility Easement Area, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Grantor grants Grantee the right to file applications for Government Approvals for Grantee's use of the Public Utility Easement Area, provided that such applications shall be provided to Grantor, for its review and written consent, prior to filing with governmental authorities. Grantee shall be solely responsible for performing all acts and paying all expenses necessary to obtain and maintain any Governmental Approvals. Grantor shall reasonably cooperate with Grantee in its effort to obtain such approvals but shall not be required to incur any costs.
7. **Mechanics Liens.** Grantee shall not suffer or permit any mechanic's, laborer's, or materialman's lien to be filed against Parent Parcel or any part thereof or against Grantor's interest in the Agreement by reason of work, labor, services, or materials requested and supplies claimed to have been requested by Grantee; and if such lien shall at any time be so filed, Grantee shall cause it to be canceled and discharged of record (by bonding or otherwise), within thirty (30) days after receipt of written notice of the filing thereof, and Grantee shall indemnify, defend and hold harmless Grantor from any loss incurred in connection therewith.
8. **Easement Consideration.** Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

9. **Indemnification.** Grantee, for itself, its past and present parent companies, predecessors, subsidiaries, affiliates, agents, employees, officers, directors, partners, stockholders, members, managers, heirs, successors, and assigns and all other persons acting on behalf of or claiming under, by, or through Grantee shall and hereby does exonerate, hold harmless, indemnify, and defend Grantor from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person that arises out of or is attributable to or results from the acts or omissions of Grantee, or Grantee's principals, employees, invitees, agents or independent contractors (the "***Grantee Parties***"); (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Grantee Parties; or (C) any breach of any representation or warranty made by Grantee Parties in this Agreement. Grantee shall and hereby do indemnify, defend, and hold harmless the Grantor from and against any and all actions, causes of action, claims, demands, damages, costs, penalties, assessments, fees, losses, expenses, occurrences, judgments, liens, and liabilities of any kind or nature whatsoever, including any claim for attorney's fees, interest, or costs of litigation, filed, asserted, made, incurred, sustained, and/or suffered, whether to persons or property, including but not limited to, any contamination or impacts from any substance identified as hazardous, toxic or dangerous under applicable law or regulation, relating to, arising from, or resulting from any conduct of Grantee Parties or any alleged acts or omissions of Grantee Parties concerning the Improvements and/or the use, operation, removal and disposal of the same (collectively, the "***Indemnified Matters***") from and after the Effective Date. Notwithstanding anything to the contrary in this Agreement, the indemnity provisions contained in this section herein shall survive for a period of five (5) years beyond the Termination of the Agreement.
10. **Insurance.** Grantee shall maintain in full force during the term of this Agreement and shall cause all contractors or subcontractors performing work in the Public Utility Easement Area prior to the commencement of any such work on behalf of Grantee to maintain the following insurance: (i) Worker's Compensation Insurance in compliance with all applicable state, federal and maritime laws and Employers' Liability Insurance with minimum limits of \$1,000,000.00 each accident/occurrence, or then applicable state, federal and maritime laws; and (ii) Commercial General Liability Insurance with a policy limit of not less than \$5,000,000.00 per occurrence for bodily injury and property damage, which amounts may be satisfied through a combination of Grantee's primary and umbrella policies. The insurance specified herein shall provide Grantor with thirty (30) days written notice of any cancellation of coverage. The commercial general liability insurance specified herein shall contain a waiver of subrogation against Grantor and shall include Grantor as additional insured as their interest may appear under this Agreement, on all policies except Workers Compensation and Employer's Liability, and shall be primary over any insurance coverage in favor of Grantor but only with respect to and to the extent of the insured liabilities assumed by Grantee under this Agreement and shall contain a standard cross-liability endorsement. Upon request from Grantor, Grantee shall provide a Certificate of Insurance ("***COI***") at any time during the Term of the Agreement.
11. **DISCLAIMER OF WARRANTIES.** GRANTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE EASEMENT

AREA. GRANTEE ACCEPTS THE EASEMENT AREA IN AN "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION.

12. **Grantee Statements.** Grantee hereby represents and warrants to Grantor that: (i) to the extent applicable, Grantee is duly organized, validly existing, and in good standing in the jurisdiction in which Grantee was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Grantee has the full power and authority to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person(s) executing this Agreement on behalf of Grantee, have the authority to enter into and deliver this Agreement on behalf of Grantee; and (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Grantee of this Agreement. The representations and warranties of Grantee made in this Section shall survive the execution and delivery of this Agreement.
13. **Interference.** Grantee will not use, encumber or restrict, nor will Grantee permit its tenants, licensees, invitees, assignees, successors, assigns, or agents to use, encumber, or restrict any portion of the Parent Parcel in any way which interferes with the intended use of the Parent Parcel, including, but not limited to, any use on the Parent Parcel or surrounding property that causes electronic or physical obstruction or degradation of the communications signals from the telecommunications facility located on the Parent Parcel ("**Interference**"). Interference will be deemed a material breach of the Agreement by Grantee and Grantee will have the responsibility to terminate Interference immediately upon written notice from Grantor. Notwithstanding anything in this Agreement, if the Interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Grantor's written notice to Grantee, Grantee acknowledges that continuing Interference will cause irreparable injury to Grantor, and Grantor will have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin the Interference.
14. **Assignment.** Grantee shall not assign or otherwise transfer all or any part of its interest in or rights under this Agreement without the prior written consent of the Grantor. Notwithstanding the foregoing, Grantee shall have the right, without Grantor's consent, to assign the Agreement, to any entity that owns Grantee, is owned or controlled by Grantee, is under common control or ownership with Grantee, or that is the survivor of any merger, acquisition, consolidation, or corporate reorganization of Grantee, so long as, with respect to an assignment, Grantee's obligations hereunder are assumed in their entirety by such assignee in writing, a copy of which shall be provided to the Grantor by the entity accepting the assignment. Grantee shall provide Grantor with notice of any such assignment within thirty (30) days after the consummation thereof.
15. **Binding Effect.** The rights, covenants and agreement contained herein shall run with the land and shall bind and benefit the Parties hereto and their respective transferees, successors, permitted assigns.
16. **Miscellaneous.** This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the state or commonwealth in which the

Parent Parcel is situated, without regard to the conflicts of laws provisions of such state or commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the Parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the Parties hereto. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, then such provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

17. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.
18. **Waiver.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL TENANT BE LIABLE TO THE LANDLORD, AND LANDLORD AGREES TO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.
19. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Grantor at: GTP Acquisition Partners II, LLC c/o American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801; with copy to: GTP Acquisition Partners II, LLC c/o American Tower, Attn: Legal Dept., 116 Huntington Avenue, Boston, MA 02116; to Grantee at: Ruiz Group, 1001 Stonewood Drive, Cedar Hill, TX 75104. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal as of the Effective Date.

GRANTOR:

WITNESSES:

GTP Acquisition Partners II, LLC
a Delaware limited liability company

Signature: Jennifer Bernazani-Ludlum
Print Name: Jennifer Bernazani-Ludlum
Title: Senior Counsel
Date: 5/23/2019

Signature: Amy P. Massie
Print Name: Amy P. Massie

Signature: Denny Alberto
Print Name: Denny Alberto

Acknowledgment

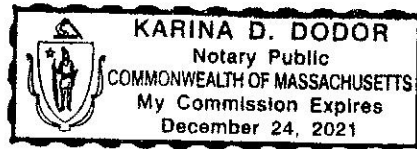
GRANTOR

State/Commonwealth of Massachusetts)
County of Middlesex) ss:
)

On this the 23 day of May 2019, before me, the undersigned Notary Public, personally appeared Jennifer Bernazani-Ludlum personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: K Dodor
Notary Public
My Commission Expires: 12/24/2021



{Seal}

EXHIBIT A

PARENT PARCEL

That part of the South 625 feet of the North 1155.7 feet of the East, half of the Northeast Quarter of Section 18, Township 36 North, Range 11 East of the Third Principal Meridian, described as follows: Beginning at a point of intersection of the East line of the Northeast Quarter with the South line of the North 1155.7 feet; thence westerly along the said South line of the North 1155.7 feet a distance of 709.00 feet; thence Northerly parallel with said East line of the Northeast Quarter a distance of 421.58 feet; thence Easterly parallel with said South line of the North 1155.7 feet a distance of 504.00 feet; thence southerly parallel with said East line of the Northeast Quarter a distance of 388.58 feet to a point distant Northerly 33.00 feet from the South line of the North 1155.7 feet; thence easterly parallel with said South line of the North 1155.7 feet a distance of 205.00 feet to the East line of the Northeast Quarter of said Section; thence southerly along said East line of the Northeast Quarter a distance of 33.00 feet to the point of beginning, in Will County, Illinois.

Tax ID: 05-18-200-034

EXHIBIT B

PUBLIC UTILITY EASEMENT AREA

THE WEST 17.00 FEET OF THE EAST 50.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF LOT 10 IN COUNTY CLERK'S SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER IN SECTION 18, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 27, 1949 AS DOCUMENT NO. 660914 IN WILL COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 709.00 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 10 A DISTANCE OF 421.58 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 504.00 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 10 A DISTANCE OF 388.58 FEET TO A POINT DISTANT NORTHERLY 33.00 FEET FROM THE SOUTH LINE OF SAID LOT 10; THENCE EASTERLY PARALLEL WITH SAID SOUTH LINE 205.00 FEET TO THE EAST LINE OF SAID LOT 10; THENCE SOUTHERLY ALONG SAID EAST LINE 33.00 FEET TO THE POINT OF BEGINNING.

GRANTEE:

City of Lockport, IL

Signature: [Handwritten Signature]
By: Ben Benson
Its: City Admin
Date: 06-18-19

WITNESSES:

Signature: [Handwritten Signature]
Print Name: SONNIE C. WILLIAMS
Signature: [Handwritten Signature]
Print Name: Jodi Herman

Acknowledgment

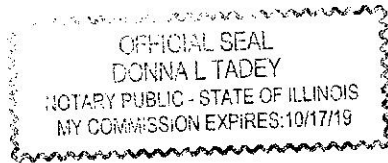
GRANTEE

State/Commonwealth of ILLINOIS)
County of WILL) ss:
)

On this the 18th day of June 2019, before me, the undersigned Notary Public, personally appeared Ben Benson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Notary Public
My Commission Expires: 10-17-19



{Seal}

Attachments:

- Exhibit A – Parent Parcel
- Exhibit B – Public Utility Easement Area