

ORDINANCE NO. 96-027

ORDINANCE AUTHORIZING THE LEASE  
OF MUNICIPALLY OWNED REAL PROPERTY

(A T & T WIRELESS PCS INC.  
A DELAWARE CORPORATION)

This Ordinance has been published in pamphlet form by  
the authority of the Mayor and the City Council of  
the City of Lockport, County of Will, and State of Illinois.

CC

11/29/22

ORDINANCE NO. 96-027

ORDINANCE AUTHORIZING THE LEASE  
OF MUNICIPALLY OWNED REAL PROPERTY  
(A T & T WIRELESS PCS INC.  
A DELAWARE CORPORATION)

WHEREAS, the CITY OF LOCKPORT owns the following described real property:

THE NORTH 388.00 FEET (AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE THEREOF) OF THE SOUTH 35.00 ACRES OF THE FRACTIONAL WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE NORTH 300.00 FEET OF THE WEST 436.00 FEET THEREOF, AND ALSO EXCEPTING THEREFROM THE EAST 561.37 FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE THEREOF), IN WILL COUNTY, ILLINOIS.

WHEREAS, the CITY OF LOCKPORT has determined that the above-mentioned real estate is not required for the use of, or profitable to or in the best interests of the Municipality; and

WHEREAS, pursuant to Illinois Compiled Statutes Chapter 65 Section 5/11-76-1 (1994), the City has the power to lease said property; and

NOW, THEREFORE, Be It Ordained by the City Council of the CITY OF LOCKPORT, Will County, Illinois, as follows:

SECTION ONE: The CITY OF LOCKPORT finds as facts the recitals hereinabove set forth.

SECTION TWO: The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest to a lease in a form attached hereto as Exhibit "A".

SECTION THREE: The Mayor and the City Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to the conveyance herein authorized.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage, by a vote of a least three fourths of the corporate authorities now holding office.

PASSED this 26th day of June, 1996, with  
8 Alderpersons voting aye, 0 Alderpersons voting nay,  
0 Alderpersons abstaining, and with 0 Alderpersons absent,  
the Mayor not voting; said vote being:

GEUTHER A, FORNOFF A, FALLON A, STEFFES A,  
TRIVEDI A, COON A, DeSANDRE A, TURNER A.

  
PAULA R. WAXWEILER, CITY CLERK

APPROVED this 26th day of June, 1996.

  
RICHARD C. DYSTRUP, MAYOR

(SEAL)

ATTEST:

  
PAULA R. WAXWEILER, CITY CLERK



Lockport: City of Historic Pride

# City of Lockport

Richard C. Dystrup, Mayor  
Paula R. Waxweiler, Clerk  
Phillip E. Williams, Treasurer  
Ronald L. Canova, Attorney  
Gordon M. McCluskey, Administrator

Central Square Building, Suite 4, 222 E. Ninth Street, Lockport, Illinois 60441-3497 Phone (815) 838-0549 Fax (815) 838-9498

## AFFIDAVIT

I, PAULA R. WAXWEILER, CITY CLERK OF THE CITY OF LOCKPORT, IL, ON oath state that on June 26, 1996, the Mayor and City Council of the City of Lockport, IL adopted Ordinance No. 96-027 and that on June 27th, 1996, I published such Ordinance in pamphlet form by placing at least three copies thereof on file for examination by the general public at the office of the City Clerk, 222 E. 9th Street, Lockport, Illinois.

Paula R. Waxweiler, City Clerk

Subscribed and sworn to me before this 27th day of June, A.D. 19 96.

Notary Public




STATE OF ILLINOIS            )  
  )  SS  
COUNTY OF WILL            )

CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Lockport, Will County, Illinois, and as such official, I do further certify that attached hereto is a true and correct copy of Ordinance 96-027 adopted by the City Council of the City of Lockport, I do further certify that said Ordinance was duly adopted by a vote of 8 AYES and 0 NAYS of the City Council of the City of Lockport at a meeting thereof held June 26th, 1996.

IN WITNESS WHEREOF, I have unto set my official hand of office and seal of said City the 27th day of June, 1996.

  
\_\_\_\_\_  
City Clerk, City of Lockport  
Will County, Illinois

(SEAL)



City of Lockport  
 Property Owner  
Central Square  
 Property Owner  
222 E. 9th St.  
 Address  
Lockport, Il. 60441  
 Address

Re: Tenant's Site Code 1434

Dear MAYOR DYS TRUP

AT&T WIRELESS PCS, INC. will submit for your review and execution a Lease Agreement to lease from you the real estate located at Farrell Road

the property site approximately 30 x 40, and more specifically shown in the attached sketch or legal description (referred to in this letter as "the Property").

This letter confirms your conversation regarding the lease of the property as follows:

Terms Year	<del>_____</del>	\$	<del>_____</del>	/Month
Terms Year	<del>_____</del>	\$	<del>_____</del>	/Month
Terms Year	<del>_____</del>	\$	<del>_____</del>	/Month
Terms Year	<del>_____</del>	\$	<del>_____</del>	/Month
Terms Year	<del>_____</del>	\$	<del>_____</del>	/Month

~~This document is a verification of the terms agreed to by you with our Real Estate~~  
 Neither the submission of a form of Lease Agreement nor this letter shall constitute an agreement to enter into a binding lease or option to lease, and neither party shall be bound with respect to the leasing of the property until a final Lease Agreement is negotiated and signed by both parties. Please sign in the space provided below.

Sincerely yours,

AT&T WIRELESS PCS, INC.

I (WE) agree to the terms of this letter.

Richard C. Dys Trup  
 Property Owner

6-12-96  
 Date

\_\_\_\_\_  
 Social Security Number or Tax Identification Number



Date:

Re: Tenant's Site Code: 1434

Dear Mayor Dystrup:

We will submit to you for your review a Lease Agreement to lease from you the real estate located at Farrell Road, the location of which is shown more specifically in the attached legal description or diagram (referred to in this letter as "the Property").

This letter confirms your agreement with us regarding access to the property pending your review of the Lease Agreement. Specifically, you agree to permit us and our agents and contractors access to the property in order to conduct surveys, structural strength analysis, soil tests, or any other tests or investigations that we deem necessary. You also represent to us that you have no knowledge of any hazardous wastes or environmental contaminants which are or might be present at the property except as disclosed to us in writing by any attachment to this letter (indicate "yes" if there is an attachment: Yes) We agree to repair any damage to the property caused by our activities on the property.

Please indicate your agreement with the terms of this letter by signing in the space provided below. Neither the submission of a form of Lease Agreement nor this letter shall constitute and agreement to enter into a binding lease, and neither party shall be bound with respect to the leasing of the property until a final Lease Agreement is negotiated and signed by both parties.

Sincerely yours,

AT&T WIRELESS PCS, INC.

I (WE) agree to the terms of this letter.

City of Lockport  
Property Owner  
Central Square

Address  
222 E. 9th St. Lockport

Address  
815-838-0549

Phone Number

Richard C. Dystrup / 6-12-96  
Property Owner / Date  
Richard C. Dystrup

       This parcel is in trust and I/we have power of direction over it.



Date: \_\_\_\_\_

Re: Tenant's Site Code 1434

To Property Owner:

Please sign and return the letter of authorization below to AT&T WIRELESS PCS., Attention: Gregg Cashen, as soon as possible to assure rapid processing of this site. Any building permit applications will be made only after the required zoning approval process has been completed.

This letter shall not constitute an agreement to enter a binding lease or option to lease, and neither party shall be bound with respect to the leasing of the property until a final Lease Agreement is negotiated and signed by both parties.

Sincerely yours,

*Gregg Cashen for*  
Gregg Cashen,  
Site Acquisition Manager

---

LETTER OF AUTHORIZATION

To Whom It May Concern:

The undersigned hereby authorizes AT&T WIRELESS PCS., its attorney, agents or representatives, to make application for any necessary zoning petitions including the filing of building permit applications.

Very truly yours,

*Richard C. [Signature]* / 6-12-96  
\_\_\_\_\_  
Property Owner (Date)                      Property Owner (Date)

Witness: \_\_\_\_\_



After recording please  
return to:

AT&T Wireless Services  
8420 W. Bryn Mawr Ave.  
Suite 225  
Chicago, IL 60631

Site ID# 1434

Memorandum of Lease

RECORDER'S STAMP

This memorandum of Lease is made this 26th day of June, 1996,  
between City of Lockport ("Landlord") and AT&T Wireless PCS, Inc.,  
a Delaware Corporation ("Tenant").

**Agreement**

1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a portion of the real property located at 1212 S. Farrell Road, Lockport, County of Will, State of Illinois, and more particularly described on Exhibit A, attached hereto and incorporated herein.

2. The lease agreement is more fully set forth in the Site Lease Agreement between Landlord and Tenant, dated June 26, 1996 (the "Lease"), the terms of which are incorporated herein by reference.

3. The Lease shall be for an initial term of five (5) years with four (4) subsequent optional extension terms of five (5) years each, pursuant to the terms of the Lease.

4. This Agreement is executed for recording purposes only and is not to be a summary of the Lease and is subject to the terms of the Lease. In the event of conflict between this Agreement and the Lease, the Lease shall control.

5. This Agreement shall inure to the benefit of and be binding upon Landlord and Tenant and their respective representatives, successors and assigns.

In witness whereof, the parties hereto have respectively executed this Agreement as of the day and year first above written.

LANDLORD:

TENANT:

City of Lockport  
a Municipal Corporation

AT&T Wireless PCS, Inc.  
a Delaware Corporation

By: Paula L. Weyhender  
Richard C. [Signature]  
Its: City Clerk & Mayor

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



Exhibit A to Memorandum of Lease,

DESCRIPTION OF PROPERTY

Exhibit "A" to the Agreement dated June 26 1996, between City of Lockport as Landlord, and AT&T WIRELESS PCS, Inc., a Delaware corporation, as Tenant.

State: Illinois

County: Will

City: Lockport

Description: The North 388.00 feet (as measured at right angles to and parallel with the North line thereof) of the South 35.00 acres of the fractional West Half of the Southwest Quarter of Section 19, Township 36 North, Rang 11, East of the Third Principal Meridian, excepting therefrom the North 300.00 feet of the West 436.00 feet thereof, and also excepting therefrom the East 561.37 feet thereof (as measured at right angles to and parallel with the East line thereof), in Will County, Illinois.

Initial: Rep

## ENVIRONMENTAL SITE ASSESSMENT FORM

Date \_\_\_\_\_

Site # 1434

Site Name \_\_\_\_\_

Landlord City of Lockport  
 Address 222 E. 9th St.  
Lockport, Il. 60441

Current use of property Agricultural

Previous use of property Agricultural

Yes	No	Check for:
	X	Evidence of land alteration such as fill, excavating, dumps, pits, trash, debris.
	X	Above or underground drums or storage tanks
	X	Evidence of Leach fields, septic tanks, dry wells, monitoring wells
	X	Unusual or noxious odors
	X	Soil Staining
	X	Surface water on property- water discharge or runoff
	X	Water discolored, evidence of oily sheen
	X	Any obvious wetlands, marshes, flood hazards
**		Storage of chemicals, pesticides
	X	Any areas used for storage or disposal of toxic substances - dumpsters, basements, areas used for oil changes or other mechanical work
	X	Evidence of asbestos in building
	X	Has any asbestos previously been removed at site
	X	Evidence of existing PCB's at site

Comments (Of any answered yes, please explain)

\*\* There has been no storage of pesticides although property has been used for farming where pesticides could have been applied to property.

cc: Site Supervisor

QUESTIONS TO LANDLORD - ( DURING DISCUSSIONS)

Are there any present or proposed activities that would have an adverse environmental impact on the land? (Specify industrial activities, manufacturing operations, equipment cleaning or storage, gas stations, or chemical storage facilities)

NO

Do you know if there have been any past activities or any other land within ¼ mile of the property that might have an adverse environmental impact on the land?

Have you or prior owners to your knowledge ever been cited or received notices of investigation or violation by any governmental agency with regard to hazardous substances, air emissions, or water discharges?

NO

\_\_\_\_\_  
Name of person answering questions

  
\_\_\_\_\_  
Site Consultant

Recommendations for further Environmental studies?

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No



## **FLUOR DANIEL**

Fluor Daniel, Inc.  
120 South Riverside Plaza  
Chicago, IL 60606

August 6, 1996

File Index No.: 101.11  
Log No.: L-0529

**Ronald Caneva**  
Central Square Building, Suite 4,  
222 E. Ninth Street,  
Lockport, IL 60441

**RE: Lease Agreement Dated June 26, 1996 ("Lease"), by and between City of  
Lockport ("Landlord") and AT&T Wireless PCS, Inc. ("Tenant") Site #1434**

Dear Mr. Caneva:

Enclosed please find three original copies of the above-referenced Lease to be initialed.

Please return one copy in the enclosed envelope along with the completed W-9 form for our record.

This lease marks the beginning of what we hope will be a long-term business relationship. If you have any questions, please call me at (312)368-3673. Thank you for your cooperation.

Sincerely,



Sonya Caffrey  
Lease Administrator

Enclosure

cc: Larry Conroy - AT&T Network Systems  
Steve Casey - Fluor Daniel, Inc.



*Lockport: City of Historic Pride*

# City of Lockport

Richard C. Dystrup, *Mayor*  
Paula R. Waxweiler, *Clerk*  
Phillip E. Williams, *Treasurer*  
Ronald L. Caneva, *Attorney*  
Gordon M. McCluskey, *Administrator*

Central Square Building, Suite 4, 222 E. Ninth Street, Lockport, Illinois 60441-3497 Phone (815) 838-0549 Fax (815) 838-9498

July 1, 1996

Larry Conroy  
4513 Western Avenue  
Room 535  
Lisle, IL 60532

RE: AT&T Lease

Dear Larry:

Enclosed please find three (3) executed leases between the City of Lockport and AT & T.

As you know the tower is going to be built in conjunction with the construction of the new Lockport Enforcement Facility.

I would like the name of the person, phone number and address of who the City should contact in order to coordinate the construction of the tower with the Law Enforcement Facility.

Please send back one (1) executed site lease agreement for our file.

Thank you.

Sincerely,

Ronald L. Caneva  
City Attorney

Enclosure

RLC/dlg

State: Illinois; Market: Chicago BTA; ID: 1434<sup>B</sup>; Name: Lockport

### SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (this "Agreement") is effective June 26 1996 ("Effective Date") between City of Lockport ("Landlord") and AT&T WIRELESS PCS, INC., a Delaware corporation ("Tenant").

1. Landlord grants a "Lease" of the , "Premises", Exhibit "B", within real "Property", Exhibit "A", owned by Landlord to Tenant for a term of five (5) years, with a "Commencement Date" of the date written "Notice" is given of the start of construction and terminating at midnight on the last day of the month in which the fifth anniversary of the Commencement Date occurs. Tenant may extend the Lease, on the same terms, for ~~four (4)~~ Three (3) "Additional Terms" of five (5) years each, automatically, unless Tenant gives Landlord written notice during the initial term or any Additional Terms stating Tenant will not extend further.
2. Upon execution of this Agreement, Landlord grants Tenant a license to go upon the Property and Premises for, and agrees to cooperate with Tenant in, obtaining and maintaining zoning approvals, licenses, tests and permits for construction, maintenance and operation of Tenant's Antenna Facilities, provided same are at Tenant's expense. Tenant shall restore the premises and indemnify and defend Landlord against loss damage from exercise of the lease. The "Antenna Facilities" include all improvements, personal property and related facilities for Tenant's "Permitted Use" which includes the transmission and reception of radio communication signals. Upon commencement of the Lease, Tenant may construct, maintain, repair, replace or remove the Antenna Facilities, including sleeves, conduit and cable across the Property to serve the Premises, no part of which shall become a fixture and all of which shall remain the personal property of Tenant and may be mortgaged by Tenant. Landlord waives all Landlord liens against the Antenna Facilities.
3. "Rent" in the monthly amount of \$ 450.00 shall be payable, in advance, at Landlord's address, on the first day of each calendar month. Rent shall be prorated for any partial month. Monthly rent during each successive additional term is provided in Exhibit "C".
4. Tenant shall not, except as permitted by this Agreement, use the Premises in any way which interferes with the use of the Property by Landlord and other tenants and Landlord shall not use, or permit others to use the Property in any way which interferes with Tenant's Permitted Uses. If there is material Interference with Tenant's Permitted Use for 24 hours after notice to Landlord, or 5 days after notice to Landlord for other types of interference, Tenant will suffer irreparable injury and shall have all remedies at law or equity, including injunction, and Tenant may terminate the Lease by notice to Landlord.
5. Tenant shall be in default upon failure to pay Rent within 10 days after written notice and shall pay a late charge of 4% of the overdue Rent plus the Rent to cure; Landlord shall be in default upon failure to cease Interference within 30 days after written notice; and either shall be in default upon their failure to observe or perform any other of their respective obligations for thirty (30) days after written notice, unless the default cannot be cured within 30 days and the party in default commences a cure within 30 days of notice and works diligently to cure.
6. Landlord shall provide; electricity access to the Premises, provided electricity shall be separately metered to Tenant, ingress and egress, across the Property, from an improved public road and 24 hour, 7 day per week access over and under the Property to construct, maintain and service the Premises and the Antenna Facilities. Landlord grants Tenant an easement during the Lease to park one vehicle upon the Property, outside of and adjacent to the Premises.
7. Tenant may terminate the Lease, without further liability, on 30 days written notice if: (i) Tenant is unable to obtain or loses any governmental approval necessary to construct or use the Antenna Facilities in Tenant's business. Tenant shall have no obligation to appeal or seek renewal of governmental approvals; or (ii) the Premises, in Tenant's good faith judgment, are or become unacceptable or unusable under Tenant's then current design or engineering specifications for the Antenna Facilities or the Permitted Use.
8. Tenant shall pay personal property taxes on the Antenna Facilities. Tenant will carry commercial general liability insurance in an aggregate amount of \$1,000,000.00 and name Landlord as an additional insured on the policy or



policies. Landlord and Tenant shall look solely to insurance for loss due to any peril which is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party. Each party shall indemnify and defend the other against loss from their acts and the acts of their employees and agents. The parties shall share in a condemnation award in proportion to their interest in the property taken.

9. All notices and demands shall be in writing be deemed given if personally delivered, mailed certified mail, return receipt, or sent by overnight carrier.

10. Tenant will not generate or store any hazardous substances on or about the Premises except in compliance with applicable hazardous substance laws. Landlord hereby agrees to indemnify and defend Tenant from any losses, claims, damages, penalties, liabilities or costs that Tenant may suffer as a result of the presence of hazardous substances or petroleum in, on or under the Property, including the Premises, unless the presence of such substances was caused by Tenant.

11. Each party shall execute documents for the Premises, Antenna Facilities and Permitted Uses including truthful and reasonable: estoppels; memoranda of this Agreement; subordinations, which include non-disturbance clauses; and zoning and permitting requests, applications and authorities; upon not more than 30 days' prior notice. This Agreement; shall be construed according to Illinois law, shall be construed according to the fair meaning of the language, not strictly construed against either party, may be signed in counterparts, facsimile signatures shall be sufficient unless originals are required by third parties, may be assigned or sublet, is the complete agreement, is binding on successors and assigns. The unsuccessful party in litigation shall pay the others attorney fees and costs. In this Agreement, "include" means "including and not limited to".

LANDLORD:

City of Lockport  
a Municipal Corporation

By: *Paula R. Wasserwiler*

Its: *Mayor & City Clerk*

Tax ID/SSN:                     

Address: Central Square Building

222 E. Ninth Street

Lockport, IL 60441-3497

ATTN:                     

TENANT:

AT&T WIRELESS PCS, INC.  
a Delaware Corporation

By: *[Signature]*

Its: **DIRECTOR OF SYSTEM DEVELOPMENT**

Address: AT& T WIRELESS PCS, Inc.

8420 W. Bryn Mawr Ave., Suite 225

Chicago, Illinois 60631

ATTN: General Counsel

address: AT&T Wireless PCS, Inc.

227 W. Monroe

Ste. 5050

Chicago, IL 60606

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Will )

The foregoing instrument was acknowledged this 26th day of June 1996, by Paula Waxweiler & Dick  
the City Clerk of City of Lockport, known to me to be the person executing the foregoing document. Dystru  
and Mayor

Donna L. Gura

Notary Public

My commission expires:  
October 26, 1998



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

The foregoing instrument was acknowledged this 23rd day of July 1996, by Joseph W. Kirstel  
the \_\_\_\_\_ of AT&T WIRELESS PCS, Inc., known to me to be the person executing the foregoing  
document.

**DIRECTOR OF SYSTEM  
DEVELOPMENT**

Diana L. Decker

Notary Public

My commission expires:

6-14-00



EXHIBIT "A"

DESCRIPTION OF PROPERTY

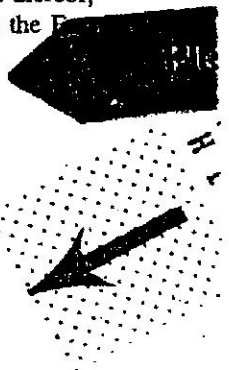
Exhibit "A" to the Agreement dated June 26 1996, between City of Lockport  
as Landlord, and AT&T WIRELESS PCS, Inc., a Delaware corporation, as Tenant.

State: Illinois  
County: Will  
City: Lockport

Description: The North 388.00 feet (as measured at right angles to and parallel with the North line thereof) of the South 35.00 acres of the fractional West Half of the Southwest Quarter of Section 19, Township 36 North, Range 11, East of the Third Principal Meridian, excepting therefrom the North 300.00 feet of the West 436.00 feet thereof, and also excepting therefrom the East 561.37 feet thereof (as measured at right angles to and parallel with the East line thereof), in Will County, Illinois.

4 initial \_\_\_\_\_

*J*



Initial *RCP*  
*JK*

DESCRIPTION OF PREMISES

Exhibit "B" to the Agreement dated June 26, 1996, between City of Lockport as Landlord, and AT&T WIRELESS PCS, Inc., a Delaware corporation as Tenant.

If a survey is made on the Premises, Landlord and the Tenant agree to sign and attach the legal description of the Premises hereto which will then become the description of the Premises.

IN  
H  
E  
Initials  
*Rep*

SITE# 1434  
LOCKPORT

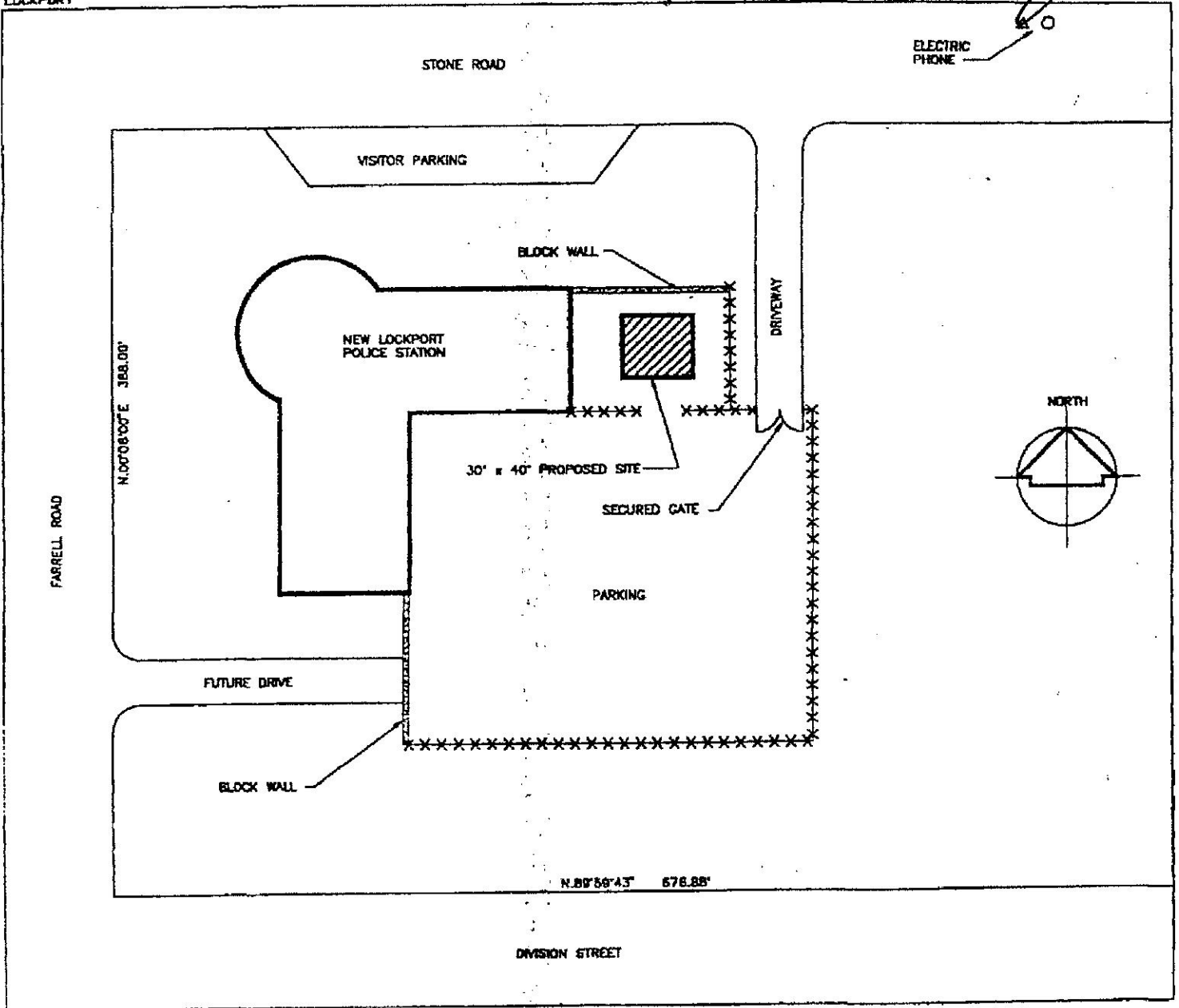


EXHIBIT "C"

to the Option And Site Lease Agreement dated June 26 1996, between City of Lockport  
as Landlord, and AT&T Wireless PCS, Inc., by and through its agent Wireless PCS, Inc., as Tenant

Monthly Rent during each successive Additional Term shall be as follows:

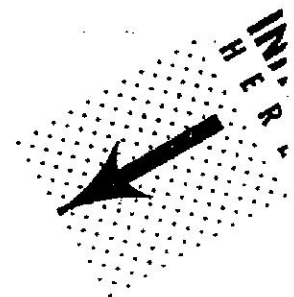
a. The Rent shall be increased on each Rental Adjustment Date in accordance with the increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (all items for the geographical Statistical Area in which the Purchase Property is located on the basis of 1982-1984 = 100) (the "Index") as follows:

b. The Rent (the "Comparison Rent") in effect immediately before each Rental Adjustment Date shall be increased by the percentage increase between (i) the Index published for the month which is four (4) months prior to the date that the Comparison Rent commenced, and (ii) the Index published for the month which is four (4) months prior to the applicable Rental Adjustment Date. Tenant shall notify Landlord of each increase by a written statement which shall include the indexes used to calculate such increases, the percentage increase between those two indices, and the new Rent. The increase in the Rent shall be subject to the maximum increase, if any, provided for in this Agreement.

c. Tenant shall pay the new Rent from the applicable Rental Adjustment Date until the next Rental Adjustment Date. If the format or components of the Index are materially changed after the Commencement Date, Landlord shall substitute an index which is published by the Bureau of Labor Statistics or similar agency and which is most nearly equivalent to the Index in effect on the Commencement Date. The substitute index shall be used to calculate the increase in the Rent unless Tenant objects to such index in writing within ninety (90) days after receipt of Landlord's notice. If Tenant objects, Landlord and Tenant shall submit the selection of the substitute index for binding arbitration in accordance with the rules and regulations of the American Arbitration Association at its office closest to the Purchase Property. The cost of arbitration shall be borne equally by Landlord and Tenant.

d. "Rental Adjustment Date(s)" shall mean: (1) 5th Anniversary of the Commencement Date; (2) 10th Anniversary of the commencement Date; (3) 15th Anniversary of the Commencement Date; (4) ~~20th Anniversary of the Commencement Date; (5) 25th Anniversary of the Commencement Date;~~

e. Maximum Increase in Rent on Each Rental Adjustment Date Twenty percent (20%) of the Comparison Rent.



Initial RCP  
A

ADDENDUM NO. 1 TO OPTION AND SITE LEASE AGREEMENT

This ADDENDUM NO. 1 TO OPTION AND SITE LEASE AGREEMENT (Addendum) is attached to and made a part of that certain Option and Lease Agreement (the Agreement) dated June 26, 1996, and is entered into by and between City of Lockport as (Landlord), and AT&T WIRELESS PCS, Inc., a Delaware corporation (Tenant). In the event of any inconsistency between this Addendum and the Agreement, the terms of this Addendum shall control.

1. Landlord will be allowed to have their police antennas mounted onto Tenant's tower, assuming there is no interference with Tenant's PCS operations. The Landlord will be responsible for providing all required police antenna equipment and Tenant will be responsible for the cost of installation and actual installation of the police antennas onto Tenant's tower. After the execution of this Lease both parties agree to discuss and document detailed plans regarding the police antennas including equipment required, operating frequencies, antenna location and installation procedures. These plans will be subject to the approval of both parties.
2. Upon termination of this Lease the Tenant's tower will become the property of the Landlord.
3. Tenant agrees to build its tower earlier than required in order to provide a tower for Landlord's police antennas. However, the Tenant's Lease shall not begin and therefore no rent provided until the tower construction has been completed for Tenant's originally planned use.

Landlord

City of Lockport  
a Municipal Corporation

By:  Paula R. Waywaler

Its City Clerk

Tenant

AT&T WIRELESS PCS, INC.  
a Delaware corporation

By: 

Its: DIRECTOR OF SYSTEM DEVELOPMENT

Cell Site No: 1434B/Lockport Police\_53322

Site Address: Lockport Police Station, 16725 West Weis Lane, Lockport, IL 60441

**FIRST AMENDMENT TO SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT ("Amendment") dated as of the date below, by and between City of Lockport, having a mailing address at 1212 Farrell Road, Lockport, IL 60441 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless, successor in interest to AT&T Wireless PCS, Inc., a Delaware corporation, having a mailing address at P.O. Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Site Lease Agreement ("Lease") dated June 26, 1996; whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at Lockport Police Station, 16725 West Weis Lane, Lockport, IL 60441 ("Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the terms of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenants obligations to pay Rent to Landlord for a Rent Guarantee and Abatement Period; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the 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 is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. **Term.** All references to the Term of the Agreement shall be amended to provide that the Agreement has a Term of 60 months ("Initial Term"), commencing on September 01, 2006. The Term will be automatically renewed for up to ~~X~~ additional 60 month terms (the "Extension Term") without further action by Tenant for additional periods of 60 months. *3*

2. **Termination.** After the Rent Guarantee Period, Tenant may terminate the Agreement at any time with 30 days prior written notice to Landlord; provided, that Tenant pays to Landlord an amount equal to 12 months of the then current Rent.

3. **Modification of Rent.** Commencing on October 01, 2006, the Rent payable under the Agreement shall be \$540.00 monthly, and shall continue during the Term, subject to adjustment as provided below.

Landlord Initial: *TH*  
Tenant Initial: *JA*

4. **Modification of Tenant's Obligation to Pay - Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a 24 month period commencing October 01, 2006 and ending September 30, 2008 ("Rent Guarantee Period"), Tenant hereby agrees that Tenant will be obligated to pay Rent due and such obligation will not be subject to offset or termination by Tenant.

5. **Modification of Tenant's Obligations to Pay - Rent Abatement.** Notwithstanding Tenants obligations to pay Rent as set forth under the Agreement, for a 1 month period commencing September 01, 2006 and ending September 30, 2006 ("Abatement Period"), Landlord agrees to abate any and all Rent payments due from Tenant.

6. **Future Rent Increases.** The Agreement is amended to provide that commencing on September 01, 2011, Rent shall be increased by 10.00% and every 5 years thereafter by 10.00% of the then current Rent.

7. **Notices.** Section 9 of the 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: As to Tenant, New Cingular Wireless PCS, LLC, c/o Wireless Asset Management, Cell Site # N100811, Cell Site Name 1434B/Lockport Polic, P.O. Box 2088, Rancho Cordova, CA 95741-2088, with a copy to Cingular Wireless Attn.: Legal Department, Re: Cell Site # N100811, Cell Site Name 1434B/Lockport Polic, 15 East Midland Avenue, Paramus, NJ 07652; and as to Landlord, 1212 Farrell Road, Lockport, IL 60441. 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.

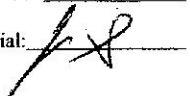
8. **Other Terms and Conditions Remain.** The Lease is amended to incorporate all the provisions set forth on Schedule I attached hereto. In the event of any inconsistencies between the Agreement, this First Amendment, and the provisions set forth on Schedule I, the terms of this First Amendment and Schedule I shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

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

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

Landlord Initial: \_\_\_\_\_

Tenant Initial: \_\_\_\_\_





IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

LANDLORD:  
City of Lockport

TENANT:  
New Cingular Wireless PCS, LLC, a Delaware  
limited liability company, d/b/a Cingular Wireless

By: [Signature]  
Name: [Signature]  
Title: [Signature]  
Tax Id 05-19-300-021-0000

By: [Signature]  
Name: John Scheeringa  
Title: Manager  
Date: 9/24/05  
Real Estate & Construction  
Illinois & Wisconsin

WITNESSED BY:

By: Mariam M. Esposito  
Name: Mariam M. Esposito  
Title: City Clerk

By: [Signature]  
Name: Benjamin A. Russo  
Title: [Signature]

**SCHEDULE I**

**TO**

**LEASE AMENDMENT**

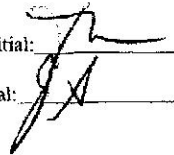
Additional Lease Terms and Conditions

The Agreement is amended to include the following terms and conditions:

1. Expansion of Permitted Use: Landlord hereby agrees, at the direction of Tenant, to allow the Tenant to modify, supplement, replace, upgrade, expand or refurbish the equipment related to the Communications Facility, increase the number of antennas thereon or relocate the Communications Facility within the Leased Premises at any time during the term of this Agreement, and Landlord shall cooperate with Tenant in all respects in connection with the foregoing. If Landlord does not comply with the terms of this section, Tenant may terminate this Agreement and shall have no further liability to Landlord.

Landlord Initial: \_\_\_\_\_

Tenant Initial: \_\_\_\_\_

Handwritten initials for Landlord and Tenant. The Landlord's initials are 'JL' and the Tenant's initials are 'JA'. Each set of initials is written over a horizontal line.



CINGULAR ACKNOWLEDGEMENT

STATE OF: WA

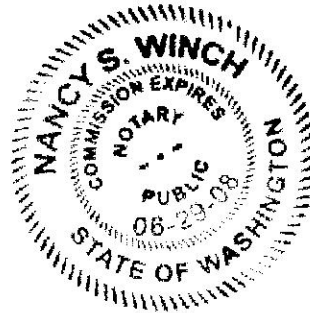
COUNTY OF: KING

On the 30<sup>th</sup> day of Sept, 2005, John Sheeringa ~~before me personally appeared~~ KNOWN TO ME, and acknowledged under oath that he/she is the Mgr, Real Estate & Construction of New Cingular Wireless Services PCS, LLC, a Delaware limited liability company, the company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.

In witness whereof, the parties have signed this Agreement as of the date written above.

By: Nancy S. Winch

Title: \_\_\_\_\_



Notary Public \_\_\_\_\_  
My Commission Expires: 6/29/08

Site: Awe-Lockport Police Station  
BUN: 843142 / FA: 10074495

**SECOND AMENDMENT TO SITE LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO SITE LEASE AGREEMENT** (this "Amendment") is made effective this 22 day of November, 2016, by and between **CITY OF LOCKPORT** ("Landlord"), having a mailing address of 222 E. 9<sup>th</sup> Street, Lockport, Illinois 60441, and **NCWPCS MPL 26 – YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company ("Tenant"), with a mailing address of Legal Department, Attn: Network Legal, Re: Fixed Asset No. 10074495, 208 S. Akard Street, Dallas, Texas 75202-4206, by and through its attorney-in-fact, **CCATT LLC**, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

**RECITALS:**

WHEREAS, Landlord and Tenant are the current parties under that certain Site Lease Agreement dated as of June 26, 1996, with a commencement date of September 1, 1996, originally by and between AT&T Wireless PCS, Inc., a Delaware corporation ("AT&T"), as tenant, and Landlord, as landlord (the "Lease"), whereby AT&T leased certain real property from Landlord, together with access and utility easements, that is more particularly described in the Lease (the "Leased Premises"), which is located on a portion of Landlord's property that is more particularly described on Exhibit "A" ("Landlord's Property");

WHEREAS, the Lease was amended by that certain First Amendment to Site Lease Agreement dated September 30, 2005;

WHEREAS, Tenant is the successor in interest to AT&T;

WHEREAS, the Lease as amended and assigned is referred to herein as the "Agreement";

WHEREAS, the Leased Premises may be used for the purpose of installing, removing, replacing, modifying, maintaining and operating a communications facility, including, without limitation, antenna equipment, cable wiring, backup power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Leased Premises, an antenna structure;

WHEREAS, the term of this Agreement (including all Additional Terms and Extension Terms) will expire on August 31, 2026 (the "Modified Term"), and Landlord and Tenant desire to amend the terms of the Agreement to provide for additional terms beyond the Modified Term; and

WHEREAS, Landlord and Tenant desire to further amend the Agreement on the terms and conditions contained herein.

1 By: (Initials) LMK Date 12/20/16 Doc Type 1  
BUN: 843142 Lease/Lic 384774

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Renewal Terms. Landlord and Tenant acknowledge and agree that the current Extension Term of the Agreement will expire on August 31, 2021. In lieu of any and all remaining Additional Terms and Extension Terms set forth in the Agreement, from and after the date hereof, Tenant shall have the right to renew the Agreement for six (6) additional five (5) year terms (each, a "Renewal Term"). Each Renewal Term will automatically renew unless Tenant provides Landlord with written notice of its intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Renewal Term. The term of the Agreement, including all Renewal Terms, if exercised, will expire on August 31, 2051.

3. One-Time Rent Increase. On January 1, 2017, the monthly rent shall increase to Eight Hundred and 00/100 Dollars (\$800.00) per month. Following such increase, the monthly rent shall adjust pursuant to Section 4 of this Amendment.

4. Future Rent Increases. Commencing on September 1, 2017, and every year thereafter (each, an "Adjustment Date"), the monthly rent shall increase by an amount equal to two and one half percent (2.5%) of the monthly rent in effect for the month immediately preceding the applicable Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Agreement.

5. Revenue Share. In addition to the rent currently paid by Tenant to Landlord pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Leased Premises, if, after full execution of this Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Leased Premises to an unaffiliated third party not already a subtenant on the Leased Premises (each, a "Future Subtenant"), Tenant agrees to pay to Landlord fifteen percent (15%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Tenant) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Leased Premises and there shall be no express or implied obligation for Tenant to do so. Landlord acknowledges that Landlord shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this Section to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Leased Premises prior to execution of this Amendment shall be expressly

excluded from the Additional Rent and Landlord shall have no right to receive any portion of such revenue.

6. Right of First Refusal. If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Leased Premises, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Leased Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

7. Governmental Approvals. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Leased Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Leased Premises for the purpose of constructing, maintaining and operating communications facilities, including, without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf.

8. Signing Bonus. In consideration of Landlord's execution of this Amendment, Tenant agrees to pay Landlord the sum of Three Thousand and 00/100 Dollars (\$3,000.00) as a one-time payment (the "Bonus"), payable within sixty (60) days after the full execution of this Amendment and the memorandum of amendment. In the event that this Amendment and any applicable memorandum of amendment are not executed (and notarized, where applicable) by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Bonus to Landlord.

9. Notice. The parties agree and acknowledge that all notices provided to Tenant pursuant to the Agreement shall be sent to the following address:

NCWPCS MPL 26 – Year Sites Tower Holdings LLC  
Legal Department  
Attn: Network Legal  
Re: Fixed Asset No. 10074495  
208 S. Akard Street  
Dallas, Texas 75202-4206

With a copy to:

NCWPCS MPL 26 – Year Sites Tower Holdings LLC  
c/o CCATT LLC  
Attn: Legal Dept.  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

10. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this Amendment, Landlord owns the Leased Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Leased Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Landlord shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Leased Premises.

(d) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Leased Premises which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Leased Premises.

(e) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.



(f) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this Section, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Agreement as amended hereby.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement.

12. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement and all amendments thereto shall remain in full force and effect. Any portion of the Agreement and all amendments thereto that are inconsistent with this Amendment are hereby amended to be consistent.

13. Letter Agreement. This Amendment supersedes that certain Letter Agreement by and between Landlord and Tenant dated as of October 26, 2016 (the "October 2016 Letter Agreement"), and in the case of any conflict or inconsistency between the terms and conditions contained in the October 2016 Letter Agreement and the terms and conditions contained in this Amendment, the terms and conditions of this Amendment shall govern and control. In the event Landlord (as defined in this Amendment) includes any individual or entity that was not a party to the October 2016 Letter Agreement, such individual or entity agrees to be bound by the Landlord's (as defined in the October 2016 Letter Agreement) obligations, representations, and warranties set forth in the October 2016 Letter Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first written above.

**LANDLORD:**

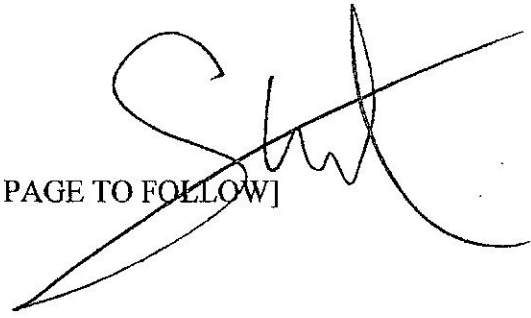
**CITY OF LOCKPORT**

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

Name: Steve Street

Its: MAYOR


[TENANT'S SIGNATURE PAGE TO FOLLOW]

A large, stylized handwritten signature in black ink, appearing to be 'Steve Street', is written over the text '[TENANT'S SIGNATURE PAGE TO FOLLOW]'. The signature is written in a cursive style with a large initial 'S'.

**TENANT:**

**NCWPCS MPL 26 – YEAR SITES TOWER  
HOLDINGS LLC,**  
a Delaware limited liability company

By: CCATT LLC,  
a Delaware limited liability company  
Its: Attorney-in-fact

By:   
Name: Matthew Norwood  
Real Estate Transaction Manager  
Its: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF LANDLORD'S PROPERTY**

Land situated in Will County, Illinois, more particularly described as follows:

The North 388.00 feet (as measured at right angles to and parallel with the North line thereof) of the South 35.00 acres of the fractional West Half of the Southwest Quarter of Section 19, Township 36 North, Range 11, East of the Third Principal Meridian, excepting therefrom the North 300.00 feet of the West 436.00 feet thereof, and also excepting therefrom the East 561.34 feet thereof (as measured at right angles to and parallel with the East line thereof), in Will County, Illinois.

Tax Parcel Identification Number: 16-05-19-300-027-0000

Common Address: 1212 S. Farrell Road, Lockport, Illinois 60441

THIS DOCUMENT PREPARED BY:

DYKEMA GOSSETT PLLC  
Erin K. Collins, Esq.  
39577 Woodward Ave, Suite 300  
Bloomfield Hills, Michigan 48304

AFTER RECORDING, RETURN TO:

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

**MEMORANDUM OF SITE LEASE AGREEMENT**

See **Exhibit "A"** for Legal Description, Common Address and Parcel No.

**THIS MEMORANDUM OF SITE LEASE AGREEMENT** (this "Memorandum") is made this 22 day of November, 2016, by and between **CITY OF LOCKPORT** ("Landlord"), having a mailing address of 222 E. 9<sup>th</sup> Street, Lockport, Illinois 60441, and **NCWPCS MPL 26 – YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company ("Tenant"), with a mailing address of Legal Department, Attn: Network Legal, Re: Fixed Asset No. 10074495, 208 S. Akard Street, Dallas, Texas 75202-4206, by and through its attorney-in-fact, **CCATT LLC**, a Delaware limited liability company, whose mailing address is c/o Crown Castle USA Inc., Attn: Legal – Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

**RECITALS**

**WHEREAS**, Landlord and Tenant are the current parties under that certain Site Lease Agreement dated as of June 26, 1996, with a commencement date of September 1, 1996, originally by and between AT&T Wireless PCS, Inc., a Delaware corporation ("AT&T"), as tenant, and Landlord, as landlord, as amended by that certain First Amendment to Site Lease Agreement dated September 30, 2005 (together, the "Lease");

**WHEREAS**, Tenant is the successor in interest to AT&T;

**WHEREAS**, the parties have modified the terms of the Lease by that certain Second Amendment to Site Lease Agreement dated the same date as this Memorandum, by and between Landlord and Tenant (the "Second Amendment"), and wish to provide record notice of the existence of the Lease as amended thereby (hereafter, the Lease, as amended, is referred to as the "Amended Lease") and the status of certain rights and interests thereunder through the recording of this Memorandum in the Public Records of Will County, Illinois; and

**WHEREAS**, the Amended Lease pertains to certain real property leased to Tenant together with access and utility easements granted to Tenant more particularly described in the Amended Lease (the "Leased Premises"), located on a portion of Landlord's property that is more particularly described on **Exhibit "A"** attached hereto and incorporated by this reference.

### **OPERATIVE PROVISIONS**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Landlord hereby acknowledges, ratifies, and confirms Tenant's interest in and to the Amended Lease.
3. The terms and provisions of the Amended Lease are hereby restated and incorporated herein by this reference.
4. The Amended Lease provides that the initial term of the Amended Lease is five (5) years, commencing on September 1, 1996, with ten (10) renewal terms of five (5) years each. The term of the Amended Lease, including all renewal terms, if exercised, will expire on August 31, 2051.
5. The Amended Lease pertains to a portion of that certain real property described on **Exhibit "A"** attached hereto.
6. The Amended Lease provides Tenant with a right of first refusal with respect to the Leased Premises, upon the terms and conditions more particularly set forth in the Second Amendment.
7. The parties consent to the recording of this Memorandum in the public records of the county in which the Leased Premises is situated, and agree that this Memorandum shall be executed in recordable form.
8. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

[Remainder of page intentionally left blank; signatures begin on the following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

LANDLORD:

CITY OF LOCKPORT

By: [Signature]

Name: Steve Streit

Its: MAYOR

Date: 11-18-16

ACKNOWLEDGEMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Will )

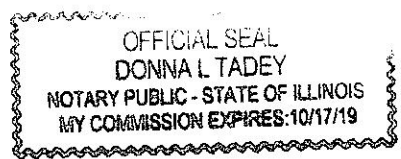
On this, the 18<sup>th</sup> day of November, 2016, before me, the undersigned Notary Public, personally appeared Steve Streit, who acknowledged him/herself to be the Mayor of the City of Lockport, and that he/she, being authorized to do so, executed the foregoing Memorandum of Site Lease Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Donna L. Tadey

Notary Public, State of Illinois, County of Will  
Acting in the County of Will  
My Commission Expires:

[SEAL]







**EXHIBIT "A"**

**LEGAL DESCRIPTION OF LANDLORD'S PROPERTY**

Land situated in Will County, Illinois, more particularly described as follows:

The North 388.00 feet (as measured at right angles to and parallel with the North line thereof) of the South 35.00 acres of the fractional West Half of the Southwest Quarter of Section 19, Township 36 North, Range 11, East of the Third Principal Meridian, excepting therefrom the North 300.00 feet of the West 436.00 feet thereof, and also excepting therefrom the East 561.34 feet thereof (as measured at right angles to and parallel with the East line thereof), in Will County, Illinois.

Tax Parcel Identification Number: 16-05-19-300-027-0000

Common Address: 1212 S. Farrell Road, Lockport, Illinois 60441