

Prepared by and upon recording  
Please return to:

Ginsberg Jacobs LLC  
300 South Wacker Drive  
Suite 2750  
Chicago, Illinois 60606  
Attn: Steven F. Ginsberg, Esq.  
Site Name: Mallard Lake

### MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum of Water Tower Lease Agreement made this ~~4th~~ day of ~~October~~, 2012, between Village of Hanover Park, a municipal corporation, with its principal offices located at 2121 West Lake Street, Hanover Park, IL 60133, hereinafter designated LESSOR and Chicago SMSA Limited Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "Agreement") on Oct 4, 2012, for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for one (1) additional five (5) year term ("First Extension") unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. After the First Extension, this Agreement shall automatically be extended for an additional three (3), five (5) year terms unless either party terminates it at the end of the then current five (5) year term by giving the other party written notice of the intent to terminate at least six (6) months prior to the end of the then current five (5) year term.
2. Per the Agreement, LESSOR leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, located at the 70' level. Village's water tower is located at 1970 Eastman Lane, Village of Hanover Park, County of Cook, Illinois, and shown as included within the Tax Map of the Village of Hanover Park as Tax ID. No. 01-13-201-001 and being further described in the deed recorded as Document No. R80-69165 as recorded in the Office of the Cook County Recorder of Deeds. LESSOR also leases a parcel of land approximately 22' x 35' (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks along a fifteen (15') foot wide non-exclusive right of way extending from the nearest public right-of-way, Morton Road, to the Land Space and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along an eight (8') foot wide easement and a separate ten (10') foot wide easement, non-exclusive right of way for said purpose, but all such ingress and egress, right of way, and easement are to be used by LESSEE only in accordance with the terms of the lease. The Tower Space, Land Space and Right of Way are located within the property described in Exhibit "A", attached hereto and made a part hereof and are collectively referred to as the "Premises".

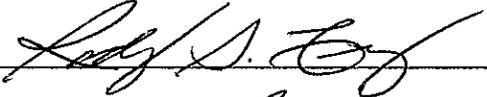
3. The Commencement Date of the Agreement, of which this is a Memorandum, is October 4, 2012
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signature Page Follows]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR:**

Village of Hanover Park, a municipal corporation

By: 

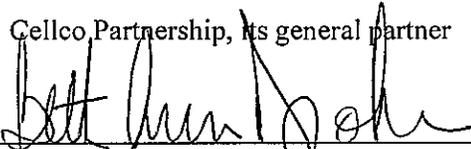
Its: Village President

Date: 10/5/2012

**LESSEE:**

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

By: Cellco Partnership, its general partner

By: 

Name: Beth Ann Drohan

Its: Area Vice President Network

Date: 9/10/12

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, EIRA L. CORRAL a Notary Public for said County and State, do hereby certify that RODNEY S. CRAIG personally came before me this day and acknowledged that he executed the foregoing Memorandum of Water Tower Lease Agreement as his own act and deed.

WITNESS my hand and official Notarial Seal, this 5 day of October, 2012.

Eira L Corral  
Notary Public

My Commission Expires:

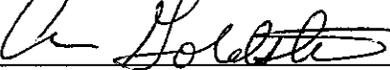
7/24/2013.

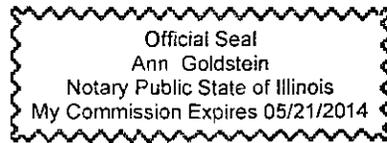


State of ILLINOIS     )  
  ) ss.  
County of COOK         )

On Sept. 10, 2012, before me, Ann Goldstein, notary public, personally appeared Beth Ann Drohan, 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 she executed the same in her authorized capacity, and that by 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)



**EXHIBIT A**

**Description of Village's Water Tower Property  
of which the Premises are a part:**

**PROPERTY LEGAL DESCRIPTION**

*OUT LOT 2, IN HANOVER- SCHACK UNIT 4, BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 13,  
TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF  
RECORDED DECEMBER 12, 1978 PER DOCUMENT NUMBER 878-118778, IN DU PAGE COUNTY, ILLINOIS.  
P.L.N. 01-13-201-001*

Memorandum of Water Tower Lease Agreement -- Mallard Lake

Exhibit "A"

**[BOUNDARY SURVEY OF THE PREMISES  
AND INGRESS/EGRESS AND UTILITY EASEMENT]**

(See attached)

Memorandum of Water Tower Lease Agreement – Mallard Lake

Exhibit "A"



SITE NAME: Mallard Lake  
SITE NUMBER:  
ATTY/DATE: Boucek

## WATER TOWER LEASE AGREEMENT

This Agreement, made this ~~4th~~ day of October, 2012, between Village of Hanover Park, a municipal corporation, with its principal offices located at 2121 West Lake Street, Hanover Park, IL 60133, hereinafter designated LESSOR and Chicago SMSA Limited Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES; ACCESS LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, located at the 70' level, hereinafter referred to as the "Tower", located at 1970 Eastman Lane, Village of Hanover Park, County of Cook, Illinois, as shown on the Tax Map of the Village of Hanover Park as Tax ID No 01-13-201-001-0000 and being further described in the deed recorded as Document No. R80-69165 as recorded in the Office of the Cook County Recorder of Deeds (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land approximately 22' x 35' (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, on foot or motor vehicle, including trucks along a fifteen (15') foot wide non-exclusive right of way extending from the nearest public right-of-way, Morton Road, to the Land Space and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along an eight (8') foot wide easement and a separate ten (10') foot wide easement, non-exclusive right of way for said purpose, but only in accordance with the terms of this lease as hereafter provided. The Tower Space, Land Space and Right of Way are substantially described in Exhibit "A", attached hereto and made a part hereof as the demised premises and are collectively referred to hereinafter as the "Premises"

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto. Exhibit "B" is only a valid Exhibit to this Agreement if it contains the signature of the Village President and bears the seal of the Village.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase the portion of the tower space leased hereunder or the tower loading of said Tower and subject to the non-interference procedures of this Lease.

LESSEE and its authorized representatives shall have the right of ingress and egress to and from the Premises described in this Agreement in the areas designated in Exhibit A provided, LESSEE shall provide to LESSOR notification of LESSEE personnel's need to access the Premises at least twelve (12) hours prior to access except in emergencies, in which event LESSEE shall provide as much notice as is reasonably possible under the circumstances and LESSOR shall endeavor to expedite LESSEE's access. LESSEE agrees that it shall access the Premises only between the hours of 8:00AM and 8:00PM, except in the event of emergency, in which case, LESSEE shall have access to the Premises 24 hours a day, 7 days a week, all pursuant to the notice provisions included in this Section 1. Said notice can be given by LESSEE via telephone call to the LESSOR at LESSOR's number known as (630) 823-5600 during the hours of 8:00 AM and 4:30 PM and (630) 823-5600 for access during all other times. LESSEE's access shall occur only after LESSOR is notified and LESSOR's personnel are present during the time LESSEE has access to the Premises unless waived by LESSOR. Notwithstanding the foregoing, LESSOR may gain access to LESSEE's equipment shelter only with authorization from LESSEE, with the sole exception of instances involving the occurrence of a public health and safety emergency. In the event of such a public health and safety emergency, LESSOR may gain access to LESSEE's equipment shelter but shall provide as much notice as reasonably practical under the circumstances.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C", provided said survey receives LESSOR's written approval, which approval shall be written on the survey. The survey, following LESSOR's approval as hereinabove provided, shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B". Cost for such work shall be borne by the LESSEE. Exhibit "C" is only a valid Exhibit to this Agreement if it contains the signature of the Village President and bears the seal of the Village.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Thirty-Four Thousand and No/00 Dollars (\$34,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 2121 West Lake Street, Hanover Park, IL 60133. In the event that LESSOR designates another payee or assigns the interest in this Agreement to another party that shall become the payee, LESSOR shall provide said payee information in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with notice provision below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental

payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE a complete and fully executed Internal Revenue Service Form W-9, for any party to whom rental payments are to be made pursuant to this Agreement which shall be a prerequisite for the payment of any rent by LESSEE and, notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until it has been supplied to LESSEE as provided herein.

Any assignee(s), transferee(s) or other successor(s) in interest of LESSOR (each a "Successor Lessor") shall provide a W-9 and any other documentation that is reasonably necessary for LESSEE to process and make rent payments to any such Successor Lessor. Successor Lessor must provide such documentation within thirty (30) days of obtaining an interest in the Property or this Agreement. Delivery of the necessary documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such Successor Lessor and notwithstanding anything to the contrary herein.

c. LESSEE shall, at all times during the Term arrange for and pay the cost of electrical service and telephone service used by LESSEE concerning its activities on the Premises. LESSEE shall be responsible for all fees and costs associated with any utility usage, extension of service or ancillary improvements directly related to any of LESSEE's operations on the Premises. LESSOR agrees that LESSEE may use the areas designed as utility easements. LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation.

4. EXTENSIONS. This Agreement shall automatically be extended for one (1) additional five (5) year term ("First Extension") unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. After the First Extension, this Agreement shall automatically be extended for an additional three (3), five (5) year terms unless either party terminates it at the end of the then current five (5) year term by giving the other party written notice of the intent to terminate at least six (6) months prior to the end of the then current five (5) year term.

5. ADDITIONAL ANNUAL RENTALS. The annual rental shall increase on each annual anniversary of the Commencement Date by adding to the previous years rent an amount equal to three percent (3%) of said rent. The aggregate of the previous years rent and the additional three percent (3%) shall be the new annual rent for that year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which is the result of LESSEE's tenancy or use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of tax in the jurisdiction in which the Property is located), including any real estate taxes at the Property which arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property. LESSEE shall not be responsible for any taxes assessed on the Property that are not occasioned by LESSEE's use and tenancy at the Premises. LESSEE retains the right to seek contribution from other LESSEES.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment attributable to LESSEE upon LESSOR receiving any such sums. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Tower Space and Land Space for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. The Right-of-Way interest shall be used for the purposes designed in Paragraph 1 of this Agreement. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood by LESSEE that any new frequencies utilized by LESSEE shall be subject to non-interference provisions and procedures of this Agreement. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests structural analysis which will permit LESSEE's use of the Premises as set forth above. All building permits shall be applied for and obtained by LESSEE prior to installation of LESSEE's

equipment. LESSEE agrees to pay the cost of any building permit and zoning fees to LESSOR prior to installation of equipment at Premises. LESSEE agrees that it shall operate its communication facility and all incidental uses in accordance with all present and future federal, state and local laws. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement upon the lump sum payment of \$15,000 to LESSOR. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR and any rents due shall be promptly paid to LESSOR prior to or at termination. Upon such termination, following payment of the aforesaid sums, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, obligations of LESSEE to remove its equipment, and indemnities made by each Party to the other hereunder.

9. INDEMNIFICATION. LESSEE shall indemnify and hold the LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the LESSOR, or its employees, contractors or agents.

10. INSURANCE.

LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE shall include the LESSOR as an additional insured on its policy.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, and has paid all sums prior to termination as described in paragraph 8, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

12. ACCESS TO TOWER. In accordance with conditions and required notice requirements of paragraph 1, LESSOR agrees the LESSEE shall have access to the Tower as provided in this Agreement for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location as provided for in this Agreement. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

13. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 30 below). If LESSOR fails to make such repairs, LESSEE's sole remedy shall be termination of the lease.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

LESSEE acknowledges it has received from LESSOR copies of structural analysis reports that have been done with respect to the Tower, and LESSEE is satisfied with said reports and its own independent investigation. LESSOR, upon LESSEE's periodic written requests, shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate and LESSEE shall be permitted to install the temporary facility during said period;
- b. The location of LESSEE's temporary antenna facility on Property is subject to the LESSOR's prior approval, which approval shall not be unreasonably withheld.
- c. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSEE.

14. INTERFERENCE.

a. LESSEE's installation, operation, and maintenance of its antenna facilities shall not damage or interfere in any way with LESSOR's operations or related repair and maintenance activities, or with such activities of other existing LESSEES. LESSEE agrees to cease all such actions which materially interfere with LESSOR's use of the water tower immediately upon receipt of notice from LESSOR of any such interference. LESSOR, at all times during this lease, reserves the right to take any action it deems necessary, upon written notice, in its sole discretion, to repair, maintain, alter or improve the premises in connection with its operations as may be necessary, including leasing parts of the water tower to others provided that such activities and additional LESSEES shall not disturb or interfere with

LESSEE's rights hereunder and LESSEE's ability to operate its facilities at all times, except that LESSEE shall reasonably cooperate with any other prior or subsequent LESSEES.

b. Before approving the placement of LESSEE's equipment upon the tower, LESSEE shall provide to LESSOR, at LESSEE's expense, an interference study indicating whether LESSEE's intended use will not interfere with any existing communications facilities on the water tower.

c. LESSOR does not guarantee to LESSEE subsequent non-interference with LESSEE's communications operations, provided, however, that in the event any other party except a governmental unit, office or agency requests a lease and/or permission to place any type of additional antenna or transmission facility or change any existing use or broadcast frequencies for any equipment on the water tower, the procedures of subsection d. below, shall govern to determine whether such antenna or transmission facility will interfere with LESSEE's transmission operations.

d. If LESSOR receives any such request, LESSOR shall submit or cause to be submitted, a proposal complete with all technical specifications reasonably requested by LESSEE to LESSEE for review for non-interference; however, LESSOR shall not be required to provide LESSEE with any specifications or information reasonably claimed to be of a proprietary nature by the third party in good faith. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. LESSEE shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by LESSEE to the installation of the antenna or transmission facilities pursuant to said proposal. If LESSEE gives notice of objection due to interference during such thirty (30) day period and LESSEE's objections are verified by LESSOR to be valid, then LESSEE and the proposed LESSEE shall take steps to reduce the interference including LESSEE's and the proposed LESSEE's modifications of LESSEE's use and the future LESSEE's proposal in a reasonable manner, to substantially reduce the interference. Thereafter, LESSOR may proceed with the proposal. A governmental unit, office or agency may be allowed to place antenna or other communications facilities on the water tower regardless of potential or actual interference with LESSEE's use, provided however, if LESSEE's use of the premises is materially affected, LESSEE may terminate the lease. In the event LESSEE must terminate pursuant to said right, LESSEE shall not be obligated to pay the termination fee referenced in Paragraph 8 and any rent prepaid by LESSEE and not earned shall be immediately refunded to LESSEE.

e. LESSEE's use of the land and operation of its antenna facilities shall not interfere with the use and operation of other communication facilities on the water tower, which pre-existed LESSEE's antenna facilities. If LESSEE's antenna facilities cause interference with pre-existing antenna facilities, LESSEE shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, LESSEE shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within ninety (90) days, LESSEE shall either remove all offending equipment or LESSOR may terminate this lease. In all cases,

the most recent LESSEE antenna facilities shall be responsible for curing any interference caused by the installation and/or operation of its antenna or other telecommunication devices on the water tower.

15. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws.

16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein. In the event that the LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 15 shall be increased to one hundred fifty percent (150%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises as provided for in this lease.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

21. ASSIGNMENT. This Agreement may be assigned or transferred without the consent of LESSOR after notice to LESSOR to LESSEE's principal, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets by reason of merger, acquisition or other major business reorganization. In all other circumstances, LESSEE may not assign or sublet the Premises without having received from LESSOR its consent in writing. A violation of this provision shall, at the option of LESSOR, cause this lease to end and all unpaid rent for the term then in existence shall accelerate and be aggregated and payable to LESSOR immediately.

22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Hanover Park  
2121 West Lake Street  
Hanover Park, IL 60133  
Attention: Village Manager

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

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto, but only in accordance with the terms of paragraph 21.

24. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

25. DEFAULT; REMEDIES.

In the event of a default that is not timely cured, LESSOR may terminate this lease upon written notice to the LESSEE and/or exercise any other right it may have under this lease or by operation of law.

a. It shall be a default if LESSEE defaults in the payment or provision of rent or any other sums payable to LESSOR when due, and does not cure such default within thirty (30) days after written notice from LESSOR; or if LESSEE defaults in the performance of any other covenant or condition of this lease and does not cure such other default within thirty (30) days after written notice from LESSOR specifying the default complained of (provided that LESSEE should be entitled to a reasonable extended period of time in the event LESSEE has in good faith commenced and continues to take all necessary action to cure the default but is unable to do so within thirty (30) days, provided LESSEE continues to pay the current rent when due); or if LESSEE abandons or vacates the Premises; or if LESSEE is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if LESSEE becomes insolvent.

b. In the event of a default and failure to cure as described above, LESSOR shall have the right, at its option, in addition to and not exclusive of any other remedy LESSOR may have by operation of law, without any further demand or notice, the right to re-enter the Premises and eject all persons therefrom, and (1) declare this Lease at an end, in which event LESSEE shall immediately remove the Facility and proceed as set forth in Paragraph 15, and pay LESSOR a sum of money equal to the total of: (A) the amount of the unpaid rent accrued through the date of termination; (B) the amount by which the unpaid rent reserved for the balance of the lease year exceeds the amount of such rental loss that the LESSEE proves could be reasonably avoided (net of the costs of such reletting); and (C) any other amount necessary to compensate LESSOR for all detriment approximately caused by LESSEE's failure to perform its obligations under this lease; or (2) with terminating this lease, re-let the Premises, or any part thereof, for the account of LESSEE upon such terms and conditions as LESSOR may deem advisable, and any monies received from such re-letting shall be applied first to the expenses of such re-letting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to LESSOR hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, LESSEE shall pay LESSOR any deficiency monthly, for the balance of the then current term, notwithstanding that LESSOR may have received rental in excess of the rental stipulated in this lease in previous or subsequent months, and LESSOR may bring an action therefore as such monthly deficiency shall arise.

c. No re-entry and taking of possession of the Premises by LESSOR shall be construed as an election on LESSOR's part to terminate this lease, regardless of the extent of renovations and alterations made by LESSOR, unless a written notice of such intention is given to LESSEE by LESSOR. Notwithstanding any re-letting without termination, LESSOR may at any time thereafter elect to terminate this lease for such previous breach.

d. If suit shall be brought by LESSOR for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this lease, or because of the breach of any other covenant, the LESSEE shall pay to the LESSOR, if LESSOR prevails in any part, all expenses incurred therefore, including reasonable attorney fees.

e. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days

in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. In the event of a default and failure to cure within the time specified in this Paragraph 25(e), the LESSEE shall have the right, at its option and as its exclusive remedy, to terminate this Agreement on written notice to the LESSOR.

26. ENVIRONMENTAL. LESSEE represents and warrants that its use of the Premises herein will not generate any hazardous substance in violation of existing law, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of existing law. LESSOR represents that it has no knowledge of the existence of any hazardous substance on, in, or under the Premises. LESSEE further agrees to hold LESSOR harmless from and indemnify LESSOR against any release of any such hazardous substance caused by LESSEE or its employees or agents and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except to the extent caused by the negligent or intentional acts or omissions of LESSOR or its employees or agents. LESSOR agrees to hold the LESSEE harmless from and indemnify and defend the LESSEE Indemnitees against any release of hazardous substances and any damage, loss, liability or expense, including but not limited to reasonable attorney's fees, incurred as a result thereof, except to the extent caused by the negligent or intentional acts or omissions of LESSEE or its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

27. CASUALTY. In the event of damage to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

28. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation

of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

29. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY.

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

30. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, 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, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

31. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

32. TERMINATION BASED ON PUBLIC SAFETY. This Agreement may be terminated, without any penalty or further liability if it shall be determined by a federal governing body that conclusively provides data, commonly accepted and relied upon by experts in such fields, that shows LESSEE's activities, structures or transmissions cause any physical harm to humans and written notice is provided from said federal governing body to LESSEE. Upon receipt of such notice, LESSEE agrees to power down its equipment immediately and cease all offending activity until such activities or transmissions are cured. In such an event, LESSEE shall be allowed to cure any such activities or transmission issues and remove any offending equipment. LESSEE shall be allowed to operate its equipment for short periods during off-peak hours for testing by LESSEE to examine whether such offending activities have been cured. If LESSEE cannot remedy such issue or remove the offending equipment within sixty (60) days after receipt of notice from LESSOR, either party may terminate this Agreement upon written notice to the other Party.

33. OPTIONAL TERMINATION. In addition to the termination rights set forth in other provisions of this Agreement, this Lease may be terminated upon one year prior written notice:

a. by LESSOR if, it determines, in its sole discretion and for any reason, to discontinue use of and to dismantle the water tower, provided, that LESSEE at its option shall be permitted to continue its occupancy and use of the premises until not less than thirty (30) days prior to the scheduled demolition date of the water tower, unless the LESSEE's continued use of the premises would create a compelling health, safety or welfare issue; or

b. by LESSOR if, it determines, after review by an independent third-party, licensed structural engineering firm, that the dome / water tower is structurally unsound due to the age of the structure, damage or destruction of all or part of the water tower from any source, or other factors relating to the safe condition of the dome and/or water tower, or compelling health, safety or welfare reasons, provided that there are no alternative solutions, but to require the removal of the antenna facilities.

Upon termination of this lease for any reason, LESSEE shall remove its equipment, personal property antenna facilities, and leasehold improvements from the premises on or before the date of termination, and shall repair any damage to the premises caused by such equipment, normal wear and tear excepted; all at LESSEE's sole cost and expense. Any such property or facilities which are not removed within sixty (60) days of the end of lease term shall become the property of LESSOR.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. LANDSCAPING. LESSEE agrees that it shall install landscaping at or around the Premises as further described in the Landscaping Plans approved by both LESSEE and LESSOR ("Landscaping"), provided, however, that after such installation, title to the Landscaping shall transfer to LESSOR pursuant to the terms herein and the Parties agree that no

bill of sale shall be required to document such transfer. Following the transfer of ownership of the Landscaping to LESSOR, LESSOR shall be responsible for the ongoing repair and maintenance of the Landscaping, at LESSOR's sole cost and expense and LESSEE shall have no further duty to perform any maintenance or repair of the Landscaping. Notwithstanding the foregoing, LESSEE agrees to warrant the Landscaping for a period of one-year from the date of installation of the Landscaping.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

Village of Hanover Park, a municipal corporation

By: 

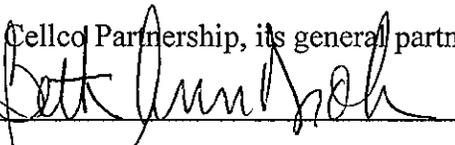
Its: Village President

Date: 10/5/2012

**LESSEE:**

Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless

By: Cellco Partnership, its general partner

By: 

Name: Beth Ann Drohan

Its: Area Vice President Network

Date: 9/10/10

**Exhibit "A"**

**Description of Property**

(See attached documents)

## Exhibit "A"

### Description of Property

#### PROPERTY LEGAL DESCRIPTION

OUT LOT 2, IN HANOVER- SCHICK UNIT 4, BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1978 PER DOCUMENT NUMBER R78-118778, IN DU PAGE COUNTY, ILLINOIS.  
P.I.N. 01-13-201-001

#### LEASE SITE LEGAL DESCRIPTION

A 22.00 FOOT BY 35.00 FOOT LEASE SITE OVER THAT PART OF OUT LOT 2, IN HANOVER- SCHICK UNIT 4, BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1978 PER DOCUMENT NUMBER R78-118778, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF OUT LOT 2; THENCE NORTH 00 DEGREES 19 MINUTES 18 SECONDS EAST, AS MEASURED ALONG THE EAST LINE OF SAID OUT LOT 35.75 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE 29.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 52 SECONDS WEST 35.00 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS EAST 22.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 52 SECONDS EAST 35.00 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS WEST 22.00 FEET TO THE POINT OF BEGINNING. ALL IN DU PAGE COUNTY, ILLINOIS. CONTAINING 770 SQUARE FEET MORE OR LESS

#### UTILITY EASEMENT DESCRIPTION

A 10.00 FOOT UTILITY EASEMENT OVER THAT PART OF OUT LOT 2, IN HANOVER- SCHICK UNIT 4, BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1978 PER DOCUMENT NUMBER R78-118778, 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF OUT LOT 2; THENCE NORTH 00 DEGREES 19 MINUTES 18 SECONDS EAST, AS MEASURED ALONG THE EAST LINE OF SAID OUT LOT 35.75 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE 56.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS WEST 30.65 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 52 SECONDS WEST 82.58 FEET; TO THE TERMINUS OF SAID LINE. ALL IN DU PAGE COUNTY, ILLINOIS. CONTAINING 1128 SQUARE FEET MORE OR LESS.

#### UTILITY EASEMENT # 2 DESCRIPTION

A 8.00 FOOT UTILITY EASEMENT OVER THAT PART OF OUT LOT 2, IN HANOVER- SCHICK UNIT 4, BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1978 PER DOCUMENT NUMBER R78-118778, 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF OUT LOT 2; THENCE NORTH 00 DEGREES 19 MINUTES 18 SECONDS EAST, AS MEASURED ALONG THE EAST LINE OF SAID OUT LOT 61.75 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE 5.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 52 SECONDS WEST 59.26 FEET; TO THE TERMINUS OF SAID LINE. ALL IN DU PAGE COUNTY, ILLINOIS. CONTAINING 474 SQUARE FEET MORE OR LESS.

#### ACCESS EASEMENT DESCRIPTION

A 15.00 FOOT ACCESS EASEMENT OVER THAT PART OF OUT LOT 2, IN HANOVER- SCHICK UNIT 4, BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1978 PER DOCUMENT NUMBER R78-118778, 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF OUT LOT 2; THENCE NORTH 00 DEGREES 19 MINUTES 18 SECONDS EAST, AS MEASURED ALONG THE EAST LINE OF SAID OUT LOT 50.25 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE 64.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 52 SECONDS WEST 41.04 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS 59.30 FEET THENCE NORTH 89 DEGREES 40 MINUTES 52 SECONDS WEST 73.54 FEET TO THE TERMINUS OF SAID LINE. ALL IN DU PAGE COUNTY, ILLINOIS. CONTAINING 2805 SQUARE FEET MORE OR LESS.

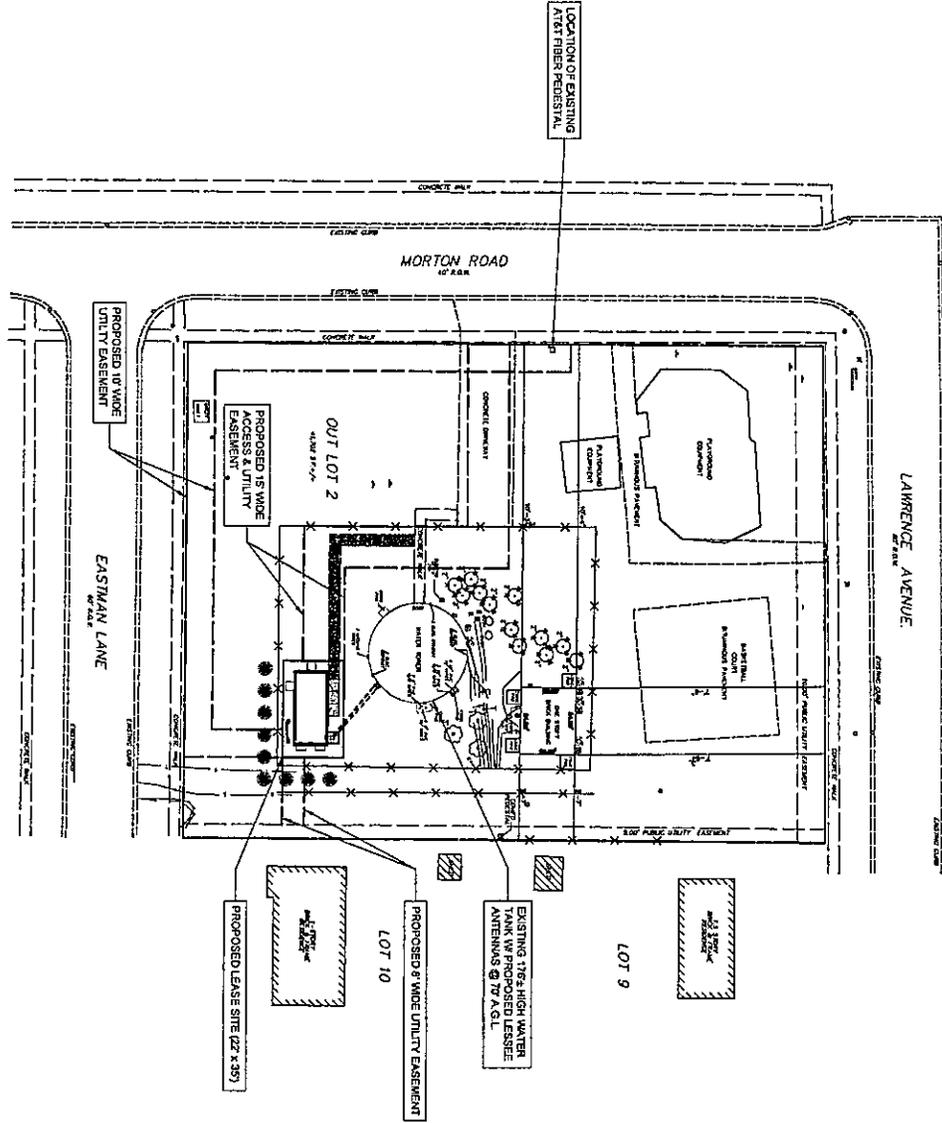
**Exhibit "B"**

**Description of Equipment to be installed**

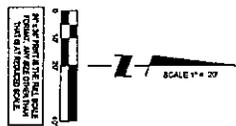
(See Attached Documents)

**THOMSON SURVEYING LTD.**  
 SURVEY PERFORMED BY:  
 9575 N. W. 111th Road  
 Suite 250  
 Rosemont, IL 60018  
 Tel: (847) 218-7700  
 Tel: (847) 318-7790

**ONE CALL 411**  
 CALL BEFORE YOU DIG  
 800-4-A-DIG  
 800-4-2344



1 LOCATION PLAN  
 SCALE: 1" = 20'



DRAWN BY	JMT
CHECKED BY	TAL
DATE	02/11
PROJECT #	23.377
SHEET TITLE	LOCATION PLAN
SHEET NUMBER	LP

LOC. #187953  
 MALLARD LAKE  
 4905 MORTON RD.  
 HANOVER PARK, IL

REVISIONS		
NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	3/25/11
2	ISSUED FOR FINAL	8/14/11
3	REVISED PER CITY COMMENTS	3/12/12
4	REVISED GRADING & LANDSCAPING	12/13

**TERRA**  
 CONSULTING GROUP, LTD.  
 600 Busse Highway  
 Park Ridge, IL 60068  
 Ph: 847/698-6400  
 Fax: 847/698-6401

**CHICAGO SMSA**  
 limited partnership  
 db/a VERIZON WIRELESS

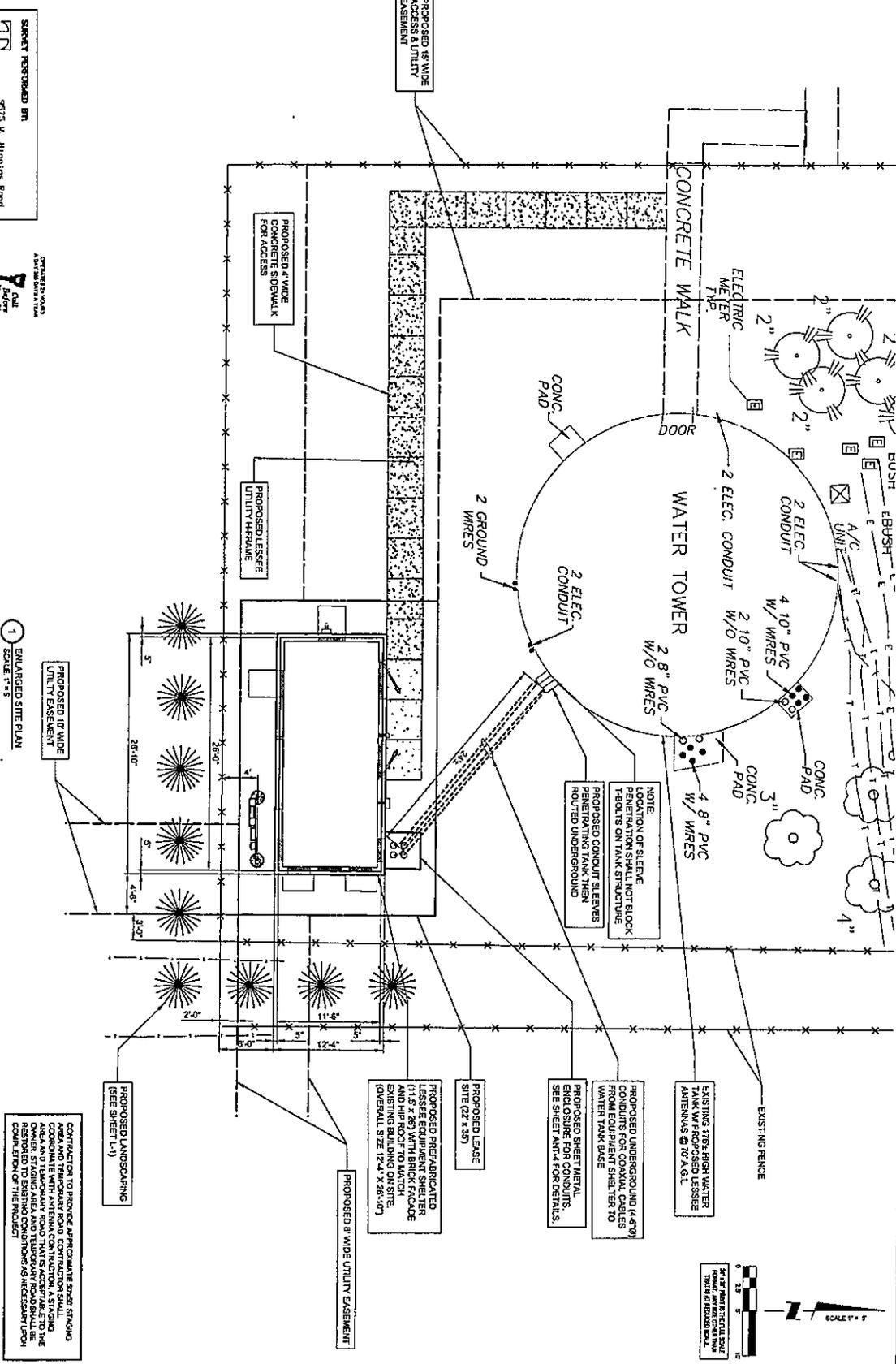
**Thomson Surveying Ltd.**  
 9575 N. Higgins Road  
 Suite 550  
 Rosemont, IL 60018  
 TEL: (630) 318-9790

**7** **UTE**  
 ONE CALL SYSTEM  
 CALL BEFORE YOU DIG  
 800-485-3772

CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES CAUSED DURING CONSTRUCTION. CONTRACTOR SHALL REPAIR OR REPLACE TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE STATE OF ILLINOIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE STATE OF ILLINOIS.

BEFORE AND DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE STATE OF ILLINOIS.



1 ENLARGED SITE PLAN  
 SCALE 1" = 5'

PROPOSED LANDSCAPING  
 (SEE SHEET L-1)

PROPOSED 8' WIDE UTILITY EASEMENT

PROPOSED PREFABRICATED LESSOR EQUIPMENT SHELTER (11'5" x 25') WITH BRICK FACADE EXISTING BUILDING ON SITE (OVERALL SIZE 12'-4" x 28'-10")

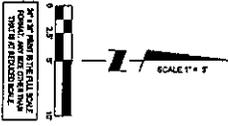
PROPOSED LEASE SITE (22' x 35')

PROPOSED SHEET METAL ENCLOSURE FOR CONDUITS. SEE SHEET A114 FOR DETAILS.

PROPOSED UNDERGROUND 4" (Ø) CONDUIT RUN TO CONDUIT SHELTER FROM EQUIPMENT SHELTER TO WATER TANK BASE.

EXISTING 175'-HIGH WATER TANK W/ PROPOSED LESSOR ANTENNAS @ 70' A.G.L.

NOTE: LOCATION OF SLEEVE PENETRATION SHALL NOT BLOCK FABRIC ON TANK STRUCTURE. PROPOSED CONDUIT SLEEVES PENETRATING TANK THEN ROUTED UNDERGROUND.



REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	7/15/11	TJS
2	ISSUED FOR FINAL	8/14/11	LR
3	REVISED PER CITY COMMENTS	3/16/12	JAS
4	REVISED GRADING & LANDSCAPING	7/2/12	TJS

**TERRA CONSULTING GROUP, LTD.**  
 500 Busse Highway  
 Suite 200  
 Naperville, IL 60563  
 Ph: 847/698-6400  
 Fax: 847/698-6401

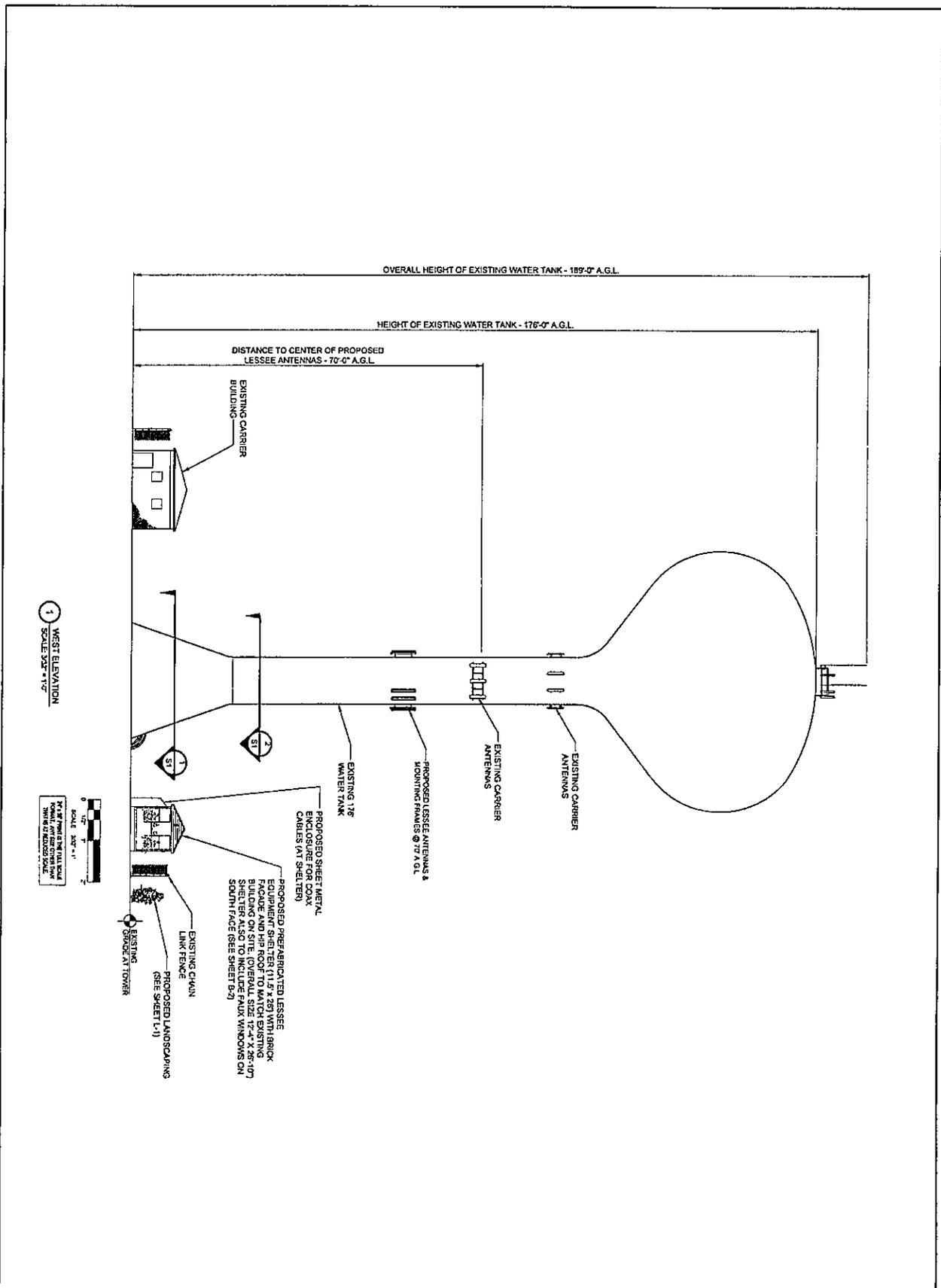
**CHICAGO SMSA**  
 limited partnership  
 a/k/a VERIZON WIRELESS

LOC #187953  
 MALLARD LAKE  
 4805 MORTON RD.  
 PARKOVER PARK IL

DATE: 09/11  
 PROJECT: 30387

SCALE: 1" = 5'

**C-1**



1 WEST ELEVATION  
SCALE: 1/8" = 1'-0"



EXISTING 110' WATER TANK  
 PROPOSED SHEET METAL ENCLOSURE FOR COAX CABLES (AT SHELTER)  
 PROPOSED PREFABRICATED LESSEE EQUIPMENT SHELTER (11.7' x 25' WITH BRICK FACADE AND HIP ROOF TO MATCH EXISTING BUILDING ON SITE. OVERALL SIZE 17'-4" X 25'-10" SHELTER ALSO TO INCLUDE PAUX WINDOWS ON SOUTH FACE (SEE SHEET B-2))  
 EXISTING LINK FENCE  
 PROPOSED LANDSCAPING  
 EXISTING SPECTRA TOWER

REVISIONS			
NO	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	7/15/11	TJA
2	ISSUED FOR FINAL	8/14/11	LS
3	REVISED PER CITY COMMENTS	3/16/12	JAB
4	REVISED GROUNDING & LANDSCAPING	7/2/12	TJA

**TERRA**  
 CONSULTING ENGINEERS, LTD.  
 600 Busse Highway  
 Park Ridge, IL 60068  
 Ph: 847/698-6400  
 Fax: 847/698-6401

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

LOC. #187953  
 MALLARD LAKE  
 4805 MORTON RD.  
 HANOVER PARK, IL

Drawn by: JAV  
 Checked by: VAD  
 Date: 08/11  
 Project #: 187953

SHEET TITLE: SITE ELEVATION  
 SHEET NUMBER: ANT-1

**Exhibit "C"**

**Survey**

(See attached Survey)

