

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Peoria**, an Illinois municipal corporation ("**Landlord**") and **American Tower Asset Sub, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord has rights to the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**") by that certain unrecorded Lease dated August 30, 1966, as amended by that certain unrecorded First Addendum to the Lease dated March 22, 2004, and by that certain unrecorded Ground Lease dated October 10, 2012 as the same may have been amended from time to time; and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated March 14, 2001 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

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

- 1. Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on March 21, 2001. Tenant shall have the option to extend the Lease for each of three (3) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.
- 2. Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all

Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **CITY OF PEORIA**.

3. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

4. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no

consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord has the right to lease the Leased Premises to Tenant, and otherwise has lease rights over all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

6. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 419 Fulton Street, Peoria, IL 61602; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under

applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

11. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

12. **Taxes.** The Parties hereby agree that Section 10 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

City of Peoria,
an Illinois municipal corporation

Signature: *Patricia Ulrich*
Print Name: Patricia Ulrich
Title: City Manager
Date: 5/17/16

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

American Tower Asset Sub, LLC

a Delaware limited liability company

Signature:  _____

Print Name: **Shawn Lanier** _____

Title: **Vice President - Legal** _____

Date: **7-10-2017** _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the lot described below of which the Leased Premises is a part thereof.

A square tract of land, each side thereof being four hundred (400) feet long, situated in the South Half of Section 26, Township 9 North, Range 8 East of the Fourth Principal Meridian, more particularly bounded and described as follows, to-wit: Commencing at the center of said Section 26, running thence south along the quarter section line between the Southeast Quarter and Southwest Quarter of said Section 26, a distance of one thousand One Hundred Seventeen and eight-tenths (1117.8) feet to the place of beginning. From the place of beginning running thence west, a distance of three hundred twenty-eight and four-tenths (328.4) feet; running thence south, a distance of four hundred (400) feet; running thence east, a distance of four hundred (400) feet; running thence north, a distance of four hundred (400) feet; running thence west a distance of seventy-one and six-tenths (71.6) feet to the place of beginning; said premises being situated in the City of Peoria, County of Peoria and State of Illinois, and containing 3.678 acres. Subject to easement to lessor heretofore granted by the County of Peoria and lessee herein on or about April 29, 1965.

Said Parent Parcel being a portion of the following described tracts of land:

EXHIBIT A (Continued)

PARENT PARCEL (Continued)

Tract One:

The following described real estate located in Peoria County, Illinois:

Beginning at a point 771 feet North of the South line of Section Twenty-six (26) and 330 feet West of the line between the South-east and the South-west quarter of Section Twenty-six (26) it being the North-west corner of 10+56/100 acres formerly owned by Thompson, and being also the South-west corner of land owned by John F. Moffett, in Tp 9 N. R. 8. E 4th PM running thence S 76 degrees 15" East about 980 feet to the Westerly side of the Highway known as the Galena road, thence Northerly following the Westerly side of said Highway to the line between the North-east and South-east quarters of Section Twenty-six (26) thence Westerly on said last named line passing the quarter section corner thence continuing the same line about 330 feet to the North-east corner of the land owned by John F. Moffett in 1890 thence Southerly parallel with the quarter Section line about 1800 feet to the place of beginning. Containing 67+43/100 acres of land more or less.

Tract Two:

Part of the South One-half ($S\frac{1}{2}$) of Section Twenty-six (26), Township Nine (9) North, Range Eight (8) East of the Fourth Principal Meridian, bounded on the North by Park Board property and lying between the East line of Grand View Drive and the westerly line of the right-of-way for Proposed State Bond Issue Route 29 (Galena Road) which right-of-way line is forty (40) feet North-westwardly of and parallel and concentric to the survey line of said proposed State Bond Issue Route 29, Section Twelve (12), being 1.6 acres, more or less.

Also part of "Glenwood, a subdivision of part of the South one-half ($S\frac{1}{2}$) of Section Twenty-six (26), Township Nine (9) North, Range Eight (8) East of the Fourth Principal Meridian", namely all that part of Block One (1) of said Subdivision owned by the Peoria Water Works Company, containing 1.88 acres, more or less.

Also Lots One (1) to Four (4), inclusive; Lots Nine (9) and Ten (10) and Lots Fourteen (14) to Twenty-seven (27), inclusive, all in Block Two (2) of said Subdivision ;

Also all of Block Four (4) of said Subdivision;

All situated in the City of Peoria, County of Peoria and State of Illinois.

EXHIBIT A (Continued)

PARENT PARCEL (Continued)

Tract Three:

Part of the Southwest Quarter of Section Twenty-six (26), Township Nine (9) North, Range Eight (8) East of the Fourth Principal Meridian, Peoria County, Illinois, more particularly bounded and described as follows: Commencing at the center of said Section Twenty-six (26), running thence North $89^{\circ}40'$ West, three hundred thirty (330) feet to the Northwest corner of Grand View Drive Park; thence running South along the West line of said Grand View Drive Park thirty (30) feet to the place of beginning of the tract to be described; thence North $89^{\circ}40'$ West along the Southerly line of Reservoir Blvd. one hundred eighty-three (183) feet, more or less, to a point on said South line of Reservoir Blvd.; thence South $12^{\circ}50'$ East a distance of three hundred twenty and seventy-two hundredths (320.72) feet to a point; thence South $37^{\circ}24'$ West a distance of two hundred nine and eighty-six hundredths (209.86) feet; thence South $13^{\circ}11'$ West a distance of seventy-four and twenty-seven hundredths (74.27) feet to a point; thence South $53^{\circ}47'$ West one hundred eighty-seven and thirty-five hundredths (187.35) feet to a point; thence South $17^{\circ}43'$ West one hundred eighteen (118) feet to a point; thence South $30^{\circ}57'$ West one hundred twenty-six and sixty-six hundredths (126.66) feet to a point; thence South $66^{\circ}48'$ West seventy-seven and sixty-four hundredths (77.64) feet to a point; thence North $50^{\circ}41'$ West one hundred forty-two and seventy-seven hundredths (142.77) feet to a point; thence North $44^{\circ}13'$ West one hundred twenty-eight and five-tenths (128.5) feet to a point (said point being on the extension of a common line between lots 11 and 12 Highland Woods Subdivision in the Southwest Quarter of Section 26); thence North $7^{\circ}10'$ East along said extension ninety (90) feet to a point; thence to the left on a radius to the right of three hundred fifty-seven and five-tenths (357.5) feet, an arc distance of seven hundred forty-eight and seventy-five hundredths (748.75) feet to a point of extension of the line between lots 7 and 8 of said Highland Woods Subdivision; thence South $52^{\circ}50'$ East along said extension one hundred (100) feet to the common rear corner between said lots 7 and 8 of Highland Woods Subdivision; thence North $37^{\circ}10'$ East along the rear of said lots 5, 6 and 7 of Highland Woods Subdivision a distance of one hundred seventy and forty-four hundredths (170.44) feet to a point on the South line of Reservoir Blvd; thence North $0^{\circ}20'$ East thirty (30) feet to a point in the center line of said Reservoir Blvd.; thence North $89^{\circ}40'$ West two hundred sixty-two and twenty-three hundredths (262.23) feet to a point; thence South

EXHIBIT A (Continued)

PARENT PARCEL (Continued)

10° 55' West two hundred five and four-tenths (205.4) feet to a point; thence South 21° 52' West two hundred one and thirty-five hundredths (201.35) feet to a point; thence South 58° 45' West one hundred forty-seven and five-hundredths (147.05) feet to a point; thence South 28° 10' East eighty-nine and eight-tenths (89.8) feet to a point; thence South 49° 24' East one hundred thirty-two and four-tenths (132.4) feet to a point; thence South 69° 37' East eighty-eight and four-tenths (88.4) feet to a point; thence South 39° 23' East one hundred fifty-one and seventy-five hundredths (151.75) feet to a point; thence South 38° 04' East one hundred ninety-five and twenty-five hundredths (195.25) feet to a point; thence South 27° 41' East five hundred forty-three and three-tenths (543.3) feet to a point; thence South 7° 04' West four hundred twenty-four and three-tenths (424.3) feet to a point; thence South 56° 55' East one hundred eighty-nine and five-tenths (189.5) feet

to a point; thence South 51° 39' East one hundred seven and four-tenths (107.4) feet to a point; thence South 45° 09' East ninety-three and two-tenths (93.2) feet to a point; thence South 60° 02' East two hundred twenty-seven and sixty-five hundredths (227.65) feet to a point; thence South 76° 15' East one hundred eighty-two and sixty-five hundredths (182.65) feet to a point on the West line of Glenwood Subdivision (said point being 352.17 feet North of the Southeast corner of Parcel One as conveyed in a certain warranty deed recorded in Book 623, at page 313, in the Recorder's Office of Peoria County, Illinois); thence Northerly along the Westerly Line of Grandview Drive Park a distance of 322.4 feet to a Point, thence North 75° 05' 30" West a distance of 153.70 ft. to a Point, thence North 53° 29' 00" West, a distance of 293.70 ft. to a Point, thence North 12° 14' West, a distance of 208.54 feet to a Point, thence North 30° 30' 30" East a distance of 348.70 ft. to a Point, thence North 22° 42' 30" East a distance of 226.90 ft. to a Point, thence North 17° 59' 30" East a distance of 157.90 ft. to a Point, thence North 43° 21' 30" East a distance of 168.20 ft. more or less to a Point on the Westerly line of Grandview Drive Park, thence North along the West line of Grandview Drive Park 677.3 ft. more or less to the Point of Beginning of the property to be described and containing 21.3 acres, more or less, subject to all easements and restrictions of record together with a right for new easements for public utility purposes and access where served and maintained the property owned by the grantors

EXHIBIT A (Continued)

PARENT PARCEL (Continued)

LESS AND EXCEPT

That property conveyed by Deed from Pleasure Driveway and Park District of Peoria, Illinois, to City of Peoria, dated November 8, 1961 and recorded January 30, 1960 in Book 1223 at Page 538 and as Instrument Number 62-01201.

ALSO LESS AND EXCEPT

That property conveyed by Warranty Deed from the Pleasure Driveway and Park District of Peoria to the People of the State of Illinois, Department of Transportation, dated June 26, 1995 and recorded August 30, 1995 as Instrument Number 95-20948.

Being Peoria County, Illinois Parcel 14-26-379-001 and 14-26-401-003.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below.

PART OF SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26 AND THE WEST LINE OF GRANDVIEW DRIVE PARK, SAID PARK PURCHASED BY THE PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS, RECORDED ON JANUARY 25, 1908, SURVEY BY PHILLIP Z. HORTON, ILLINOIS LAND SURVEYOR #44, RECORDED DECEMBER 30, 1955 IN PLAT BOOK S, PAGE 78 AS DOCUMENT #564644, THENCE SOUTH 0'-0"-0" WEST (BEARINGS ASSUMED FOR DESCRIPTIVE PURPOSES ONLY) ALONG THE WEST LINE OF SAID PARK 1,328.60 FEET TO THE POINT OF BEGINNING OF THE LEASEHOLD PARCEL TO BE DESCRIBED:

FROM THE POINT OF THE BEGINNING, THENCE NORTH 90'-00'-00" EAST 60.00 FEET; THENCE SOUTH 0'-00'-00" WEST 60.00 FEET; THENCE SOUTH 90'-00'-00" WEST 60.00 FEET TO THE WEST LINE OF SAID PARK; THENCE NORTH 0'-00'-00" EAST ALONG THE WEST LINE OF SAID PARK 60.00 FEET TO THE POINT OF BEGINNING.

SAID LEASEHOLD PARCEL CONTAINS 0.083 ACRES, MORE OR LESS.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A FORTY FEET WIDE STRIP OF EVEN WIDTH BEING TWENTY FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING OF THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26 AND THE WEST LINE OF GRANDVIEW DRIVE PARK, SAID PARK PURCHASED BY THE PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS, RECORDED ON JANUARY 25, 1908, SURVEY BY PHILLIP Z. HORTON, ILLINOIS LAND SURVEYOR #44, RECORDED DECEMBER 30, 1955 IN PLAT BOOK S, PAGE 78 AS DOCUMENT #564644, THENCE SOUTH 0°-00'-00" WEST (BEARINGS ASSUMED FOR DESCRIPTIVE PURPOSES ONLY) ALONG THE WEST LINE OF SAID PARK 1,328.60 FEET; THENCE NORTH 90°-00'-00" EAST 60.00 FEET; THENCE SOUTH 0°-00'-00" WEST 30.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE EASEMENT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE NORTH 90°0'00" EAST 32.00 FEET; THENCE SOUTH 0°0'00" WEST 93.00 FEET; THENCE NORTH 90°-0'-00" EAST 102.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 157.08 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING OF NORTH 45°-00'-00" EAST 141.42 FEET, THENCE NORTH 0°-0'-00" EAST 275.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 195.48 FEET, SAID CURVE HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING OF NORTH 16°-00'-00" EAST 192.95 FEET; THENCE NORTH 32°00'00" EAST 20.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 290.49 FEET, SAID CURVE HAVING A RADIUS OF 228.00 FEET AND A CHORD BEARING OF NORTH 68°-30'-00" EAST 271.24 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 194.30 FEET, SAID CURVE HAVING A RADIUS OF 365.00 FEET AND A CHORD BEARING NORTH 89°-45'-00" EAST 192.01 FEET; THENCE NORTH 74°-30'00" EAST 40.00 FEET TO POINT ON THE CENTERLINE OF GRANDVIEW DRIVE, SAID POINT ALSO BEING THE POINT OF TERMINATION OF SAID CENTERLINE OF EASEMENT, THE LIMITS OF SAID EASEMENT SHALL BE EXTENDED OR SHORTENED TO TERMINATE ON SAID GRANDVIEW DRIVE CENTERLINE.