

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Connor P. Evans, Esq.
ATC Site No: 411840
ATC Site Name: UNIVERSITY PEORIA IL IL
Assessor's Parcel No(s): 14-29-302-002

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: 2016011462
State of Illinois
County of Peoria

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Peoria**, an Illinois municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement (Illinois Municipal Land) dated August 9, 2001 (the "**Original Lease**") as amended by that certain First Amendment to Site Lease Agreement dated June 6, 2016 (the "**First Amendment**") (as the same may have been amended from time to time, 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 portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be August 8, 2051. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any

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option to renew the term of the Lease.

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the First Amendment.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
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 St, Peoria, IL 61602; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; **with copy to:** American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, **and also with copy to:** Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other 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 Memorandum may be executed in multiple 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.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Peoria,
an Illinois municipal corporation,

Signature: *Patrick Orsz*
Print Name: Patrick Orsz
Title: City Manager
Date: 1/19/21

Signature: *Michael Tokan*
Print Name: MICHAEL TOKAN

Signature: *M. Patel*
Print Name: Masum Patel

WITNESS AND ACKNOWLEDGEMENT

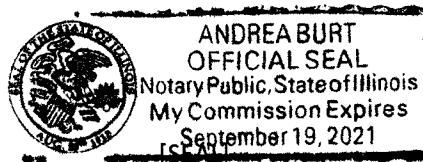
State/Commonwealth of Illinois

County of Peoria

On this 19th day of January, 2021, before me, the undersigned Notary Public, personally appeared Patrick Orsz, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: Andrea Burt
My commission expires: 9-19-2021



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: *Carol Maxime*
Print Name: Carol Maxime
Title: _____
Date: Senior Counsel, US Tower
3/31/2021

Signature: _____
Print Name: *Gina Nguyen*

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 31st day of March, 2021, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior counsel, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Bich Ngoc Gina Thi Nguyen
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

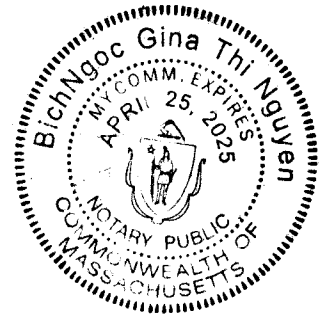


EXHIBIT A

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 entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A part of Lot Six (6) of Landmark Park, a Subdivision of part of the Southwest Quarter of Section Twenty-nine (29), Township Nine (9) North, Range Eight (8) East, of the Fourth Principal Meridian, more particularly described as follows:

Commencing at the Northwest Corner of said Lot 6 of Landmark Park, the Point of Beginning of the tract to be described; from the POINT OF BEGINNING, thence South $89^{\circ}-42'-21''$ East (bearings assumed for purpose of description only) along the North line of said Lot 6 (also the North line of the Southwest Quarter of Section 29), 1,223.61 feet to the Northeast corner of said Lot 6; thence South along the East line of said Lot 6, 155.00 feet; thence South $75^{\circ}-30'$ West, 205.00 feet; thence South $30^{\circ}-57'-30''$ West, 544.27 feet; thence South $59^{\circ}-02'-30''$ East, 120.91 feet; thence on a curve to the left having a radius of 266.43 feet for an arc distance of 90.54 feet; thence South $78^{\circ}-30'-44''$ East, 27.45 feet to the Westerly Right of Way line of Dries Lane; thence Southwesterly along said Westerly Right of Way line on a curve to the left having a radius of 540.00 feet for an arc distance of 50.00 feet; thence North $78^{\circ}-30'-44''$ West, 27.67 feet; thence on a curve to the right having a radius of 316.43 feet for an arc distance of 107.53 feet; thence North $59^{\circ}-02'-30''$ West, 122.10 feet; thence South $39^{\circ}-23'-10''$ West, 407.69 feet to the Southwesterly line of said Lot 6 (also the North-easterly Right of Way line of F.A.I. Route 74); thence North $21^{\circ}-43'-41''$ West, along said Southwesterly line of Lot 6, 881.01 feet; thence North $31^{\circ}-27'-27''$ West along said Southwesterly line of Lot 6, 255.91 feet to the Point of Beginning; said tract containing 14.60 Acres, more or less.

Being Peoria County, Illinois APN 14-29-302-007 (tower) and 14-29-302-002 (parent parcel).

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EXHIBIT A (Continued)

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) 7,225 square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PART OF LOT 6 IN LANDMARK PARK, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 8 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 89°-42'-21" EAST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE NORTH LINE OF SAID LOT 6, ALSO BEING THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29 A DISTANCE OF 55.69 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING SOUTH 89°-42'-21" EAST ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 85.00 FEET; THENCE SOUTH 00°-17'-39" WEST, A DISTANCE OF 85.00 FEET; THENCE NORTH 89°-42'-21" WEST, A DISTANCE OF 85.00 FEET; THENCE NORTH 00°-17'-39" EAST, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.17 ACRE, MORE OR LESS, SITUATED IN PEORIA COUNTY AND STATE OF ILLINOIS.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well 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:

TOGETHER WITH A 30-FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT OVER, ACROSS AND THROUGH A PART OF SAID LOT 6, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING OF THE ABOVE DESCRIBED TRACT OF LAND; THENCE CONTINUING SOUTH 89°-42'-21" EAST ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 85.00 FEET; THENCE SOUTH 00°-17'-39" WEST, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE TO BE DESCRIBED; THENCE SOUTH 89°-42'-21" EAST, A DISTANCE OF 72.42 FEET TO THE CENTERLINE OF AN EXISTING MAINTENANCE DRIVE (THE FOLLOWING 11 COURSES FOLLOW ALONG THE CENTERLINE OF AN EXISTING MAINTENANCE DRIVE); THENCE IN A SOUTHWESTERLY DIRECTION ON A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET FOR AN ARC DISTANCE OF 87.61 FEET; THENCE SOUTH 00°-17'-39" WEST, A DISTANCE OF 109.94 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET FOR AN ARC DISTANCE OF 57.65 FEET; THENCE SOUTH 21°-43'-41" EAST, A DISTANCE OF 104.34 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET FOR AN ARC DISTANCE OF 177.97 FEET; THENCE SOUTH 89°-42'-21" EAST, A DISTANCE OF 28.88 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET FOR AN ARC DISTANCE OF 101.32 FEET; THENCE SOUTH 51°-00'-15" EAST, A DISTANCE OF 329.36 FEET; THENCE SOUTH 58°-49'-53" EAST, A DISTANCE OF 120.91 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT HAVING A RADIUS OF 291.43 FEET FOR AN ARC DISTANCE OF 99.04 FEET; THENCE SOUTH 78°-18'-07" EAST, A DISTANCE OF 26.83 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ORIES LANE AND THE TERMINUS OF SAID CENTERLINE.

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