

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Connor P. Evans, Esq.
ATC Site No: 411841
ATC Site Name: DOWNTOWN PEORIA IL
Assessor's Parcel No(s): 18-17-228-003; 18-17-228-011

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: 2016015997
State of Illinois
County of Peoria

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 31st day of March, 2021 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 8, 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 a copy to; American Tower, 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 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 FOLLOW ON NEXT PAGE]

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

LANDLORD

2 WITNESSES

City of Peoria,
an Illinois municipal corporation,

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

Signature: *Michael Topen*
Print Name: MICHAEL TOPEN

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

WITNESS AND ACKNOWLEDGEMENT

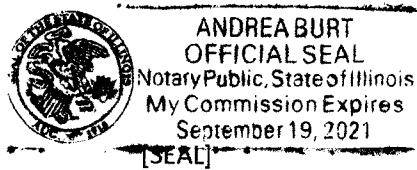
State/Commonwealth of Illinois

County of Peoria

On this 19th day of January, 2021, before me, the undersigned Notary Public, personally appeared Patrick Orich, 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.

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



[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

WITNESSES

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: Senior Counsel, US Tower
Date: 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 the Northeast Quarter of Section Seventeen (17), Township Eight (8) North, Range Eight (8) East of the Fourth Principal Meridian, more particularly bounded and described as follows, to-wit: Commencing at a point in the Northwestern line of Washington Street, sixty (60) feet Northeasterly from the intersection of the Northeasterly line of Davis and Smith's Addition with said Northwestern line of Washington Street, and running thence Northeasterly along said Northwestern line of Washington Street, One Hundred Eleven and Thirty-eight One Hundredths (111.38) feet; thence at right angles Northwesternly, One Hundred Seventy-eight and Three Tenths (178.3) feet to the center line of May Street produced; thence Southwesterly along said center line of May Street produced, One Hundred Eleven and forty-one One Hundredths (111.41) feet; thence Southeasterly, One Hundred Seventy-six and Six Hundredths (176.06) feet to the place of beginning; EXCEPTING THEREFROM the Northwesternly Twenty-five (25) feet thereof conveyed by Nina B. Cole, et al, to Peoria, Illinois by Quit claim Deed dated May 1, A.D. 1925 recorded July 7, 1925 at 9:58 A.M. in Book 376 at page 9 of the records in the Office of the Recorder of Deeds of Peoria County, Illinois; ALSO, a part of the Northeast Quarter of Section Seventeen (17) in Township Eight (8) North, Range Eight (8) East of the Fourth Principal Meridian, more particularly bounded and described as follows, to-wit: Commencing at a point in the Northwesternly line of South Washington Street, One Hundred Seventy-one and Thirty-eight One Hundredths (171.38) feet Northeasterly of the intersection of the Easterly line of Davis and Smith's Addition to the City of Peoria, with the Northwesternly line of South Washington Street; thence Northeasterly along the Northwesternly line of South Washington Street, One Hundred Eleven and Thirty-nine One Hundredths (111.39) feet to the Southwesterly line of Gregg's Division of a part of Lisk's Addition to the City of Peoria; thence North, Forty (40) degrees, Ten (10) minutes West, along the Southwesterly line of Gregg's Division of a part of Lisk's Addition to the City of Peoria, One Hundred Eighty (180) feet to the center line of May Street Extended; thence Southwesterly along said center line of May Street Extended, One Hundred Eleven and forty-two One Hundredths (111.42) feet; thence Southeasterly, One Hundred Seventy-eight and Three One Hundredths (178.03) feet to the place of beginning; EXCEPTING THEREFROM the Northwesternly Twenty-five (25) feet thereof conveyed by Charles Chappel, unmarried, to the City of Peoria, Peoria County, Illinois, by Quit Claim Deed dated May 1, A.D., 1925 recorded July 7, A.D., 1925 at 9:53 o'clock A.M., in Book 376 at page 4 of the records in the Office of the Recorder of Deeds of Peoria County, Illinois; ALSO Lots Four (4), Five (5) and Six (6) in Gregg's Division of part of Lisk's Addition to the City of Peoria, being part of the Northeast Quarter of Section Seventeen (17), Township Eight (8) North, Range Eight (8) East of the Fourth Principal Meridian; ALL of the above premises situate, lying and being in the City of Peoria, County of Peoria and State of Illinois.

Being Peoria County, Illinois Parcel No. 18-17-228-011 and 18-17-228-003.

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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) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 8 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET 60 FEET NORTHEASTERLY FROM THE INTERSECTION OF THE NORTHEASTERLY LINE OF DAVIS & SMITH'S ADDITION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET AS THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET, A DISTANCE OF 60.00 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 78.00 FEET; THENCE SOUTHWESTERLY, A DISTANCE OF 60.00 FEET; THENCE SOUTHEASTERLY, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRE, MORE OR LESS, SITUATED IN PEORIA COUNTY AND STATE OF ILLINOIS.

ACCESS AND UTILITIES

The access and utilities easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

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