

THE SECOND AMENDMENT TO SITE LEASE AGREEMENT (ILLINOIS MUNICIPAL LAND)

This Second Amendment to Site Lease Agreement (Illinois Municipal Land) (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 **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, 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, 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 are also described on **Exhibit A**; and

WHEREAS, 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; and

WHEREAS, Tenant has 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; 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. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before January 31, 2021; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on August 9, 2001 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on August 8, 2036. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with 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**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the 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 sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [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.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is **Eight Hundred Seventy-Four and 07/100 Dollars (\$874.07)** per month (the "Rent"). Commencing on August 9, 2021 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. 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 **Peoria IL**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Rent Guarantee.** Notwithstanding anything to the contrary in the Lease, as amended, in the event the Lease terminates prior to ten (10) years after the Effective Date hereof (the "**Rent Guarantee Date**"), Tenant shall pay to Landlord in one lump-sum the total remaining Rent payments that would have otherwise been due to the Landlord through the Rent Guarantee Date (the "**Rent Guarantee Amount**") within thirty (30) days after termination of the Lease, provided however, the Rent Guarantee Amount shall not be paid to Landlord in the event that: (i) the Lease is terminated by Tenant due to an uncured breach of the Lease by Landlord; or (ii) the Lease is terminated by either party or any applicable third party having a legal or statutory right to terminate the Lease due to a condemnation or taking of the Leased Premises and/or Parent Parcel by the applicable local, state or federal jurisdiction or agency.
5. **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. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. 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, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for 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 the 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 and for no additional consideration to Landlord, 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. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property 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***") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
7. **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 is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, 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; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. 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.


8. **Notices.** The Parties acknowledge and agree that Section 23 of the Original Lease and Section 10 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. 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, 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.
9. **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.
10. **Termination and Removal.** The Parties acknowledge and agree that Section 14 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the termination and removal requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. Within 120 days of the expiration or termination of the Lease, Tenant shall remove all of its communications equipment and other personal property from the Leased Premises, including the removal of any foundation to six (6) inches below grade, but not including underground utilities, if any, and restore the Leased Premises to its original condition, reasonable wear and tear excepted.
11. **Deletions.** The Parties acknowledge and agree that Section 16(a) of the Original Lease is hereby deleted in its entirety and is of no further force and effect.
12. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 411840
VZW Site No: 125701
Site Name: UNIVERSITY PEORIA IL IL

LANDLORD:

City of Peoria,
an Illinois municipal corporation,

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

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

ATC Site No: 411840
VZW Site No: 125701
Site Name: UNIVERSITY PEORIA IL IL

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).

ATC Site No: 411840
VZW Site No: 125701
Site Name: UNIVERSITY PEORIA IL IL

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.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

ATC Site No: 411840
VZW Site No: 125701
Site Name: UNIVERSITY PEORIA IL IL