

## **Committee-of-the-Whole Agenda**

**6:30 p.m.**

**Tuesday, December 15, 2015**

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### **Questions on the Agenda**

#### **Agenda Items**

- 1. Licensing Agreements for 2016.** (Chris Mathias, Property Management Coordinator)
- 2. Agreement with AT & T Mobility** (Chris Mathias, Property Management Coordinator)
- 3. Agreement with Verizon Wireless** (Amy Keys, Deputy City Attorney)
- 4. Agreement with Moline Little League** (Lori Wilson, Parks Recreation Director)
- 5. Other**
- 6. Public Comment**

#### **Informational**

Update on CIP Design (Scott Hinton, City Engineer)

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# Explanation

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- 1. A Resolution authorizing the Mayor and City Clerk to execute Licensing Agreements for 2016 permit approved applications for use of public right-of-way or City-owned property.**  
(Chris Mathias, Property Management Coordinator)

**Explanation:** Two years ago, the City Council passed a resolution to allow for staff to administer and approve all licensing agreements and for the Mayor and City Clerk to execute approved licensing agreements without each agreement being presented to the City Council. Staff feels that the process change has worked well. Customers do not have to wait three weeks for Council approval. Staff is recommending approval of a resolution for 2016 similar to what was passed for 2014 and 2015. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal impact:** N/A  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Upgrade City Infrastructure & Facilities

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- 2. A Special Ordinance authorizing the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a modification of equipment for AT&T Mobility for City-owned property located at 4213 16<sup>th</sup> Avenue.** (Chris Mathias, Property Management Coordinator)

**Explanation:** The City of Moline has a site license agreement with GTP Acquisition Partners II, LLC (Lessee), to allow cellular facilities on City-owned property located at 4213 16<sup>th</sup> Avenue. The Lessee has notified the City that AT&T Mobility would like to modify their existing equipment at the site. AT&T is removing six existing panel antennas and replacing them with six new panels at the same mount height. All equipment will be at the same height as existing. Staff recommends approval of the request for consent.

**Staff Recommendation:** Approval  
**Fiscal impact:** N/A  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Upgrade City Infrastructure & Facilities

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- 3. A Special Ordinance authorizing the Mayor and City Clerk to execute a Lease Agreement (“Agreement”) between the City of Moline (“City”) and GTE Wireless of the Midwest Incorporated, an Indiana corporation d/b/a Verizon Wireless (“Verizon”), where said Agreement leases a portion of the space on the City’s water tower, located at 531 15<sup>th</sup> Avenue, so that Verizon may install, maintain and operate its radio telecommunications equipment, antennas and appurtenances, or for such other specified uses in said Agreement; and authorizing the Mayor and City Clerk to execute a Lease Agreement (“Agreement”) between the City of Moline (“City”) and GTE Wireless of the Midwest Incorporated, an Indiana corporation d/b/a Verizon Wireless (“Verizon”), where said Agreement leases a portion of the space on the City’s water tower located at 1531 17<sup>th</sup> Avenue, so that Verizon may install, maintain and operate its radio telecommunications equipment, antennas and appurtenances, or for such other specified uses in said Agreement.** (Amy Keys, Deputy City Attorney)

**Explanation:** The City has a portion of the space on both the water towers located at 531 15<sup>th</sup> Avenue and 1531 17<sup>th</sup> Avenue that is available to lease. Verizon is interested in entering into the aforementioned Agreements to lease a portion of the space on both of the aforementioned water towers to install, maintain and operate its radio telecommunications equipment, antennas and appurtenances, or for such other specified uses in said Agreements. The terms of both Agreements will commence on March 1, 2016. The initial term for both Agreements shall be for five (5) years and shall automatically be extended for three (3) additional five (5) year terms, with one additional automatic five (5) year term

if neither party has terminated the Agreements prior to the expiration of the current term. The annual rental for the first year of each Agreement shall be Fourteen Thousand Four Hundred and no/100 Dollars (\$14,400.00), and said annual rental shall increase by an amount equal to three percent (3%) of the total annual rent for the immediately preceding lease year. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Increased Revenue to General Fund  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Financially Strong City

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**4. A Special Ordinance authorizing the Mayor and City Clerk to execute a lease agreement with Moline Little League for the purpose of maintaining and hosting sanctioned Little League games and tournaments, for a lease term of January 1, 2016 through December 31, 2020. (Lori Wilson, Parks Recreation Director)**

**Explanation:** Moline Little League desires a lease agreement with the City of Moline to provide an outdoor space containing ball diamonds for the league to host games and tournaments for its participants. The Park and Recreation Board supports the agreement and believes that this agreement will enhance services for residents and visitors utilizing Riverside Park. Moline Little League has been using and maintaining these premises for over 45 years. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** City of Moline will receive \$250.00 per year for the lease term.  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Upgrade City Infrastructure & Facilities, A Great Place to Live

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**LICENSEE:**        *2016 Licensing Agreements*

**LICENSING AGREEMENT**

**PARTIES:**        The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is a *2016 Licensing Agreement Applicant* hereinafter called the LICENSEE.

**PREMISES:**        On, underneath or overhanging *public right-of-way or City-owned property*

**USE:**                LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property for installing approved structures that are located on, overhanging or underneath the premises.

**INTEREST**        LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the *2016 Licensing Agreement*.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, possessatory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

**TERM:**                *The term of this Licensing Agreement is from:*

*January 5, 2016 through December 31, 2016*

**FEE:**                 The usage charge is \$30 per year.

**CONDITIONS:**    LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also **naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$ 1,000,000 for bodily injury, or death, property damage, all types of liability and \$2,000,000 aggregate, and **shall contain language satisfactory to the City of Moline**, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY' s option.

Any construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

CITY OF MOLINE, ILLINOIS:

\_\_\_\_\_  
*2016 Licensing Agreements*

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Address and Telephone:

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney



VIA E-Mail – [cmathias@moline.il.us](mailto:cmathias@moline.il.us)

November 30, 2015

City of Moline  
619 Sixteenth Street  
Moline, IL 61265

**RE: Site License Agreement dated July 5, 2000 (the “License”)  
AT&T Mobility at Optimist Park - Site #371067 / Project #608290  
4213 16<sup>th</sup> Ave, Moline, IL (the “Site”)  
Request for Consent**

Dear Property Owner:

The purpose of this letter is to request your consent to a proposed modification of equipment by **AT&T Mobility**, its successors, assigns, parents, affiliates and subsidiaries, at the Site referenced above.

As you may be aware, AT&T is already an existing tenant at the Site and they now desire to modify their current equipment. AT&T is removing six existing panel antennas and replacing them with six new panels at the same mount height. We are requesting your permission for this modification as is required by the License.

GTP Acquisition Partners II, LLC will continue to be responsible for performance of all obligations under the License with you. Please acknowledge your approval to this installation by signing and dating the two (2) enclosed originals as provided in the space below and returning one immediately. Please keep the other original for your records. If you have any questions, please do not hesitate to call me at 781-926-4998 or e-mail me at [ryan.oatis@americantower.com](mailto:ryan.oatis@americantower.com).

Thank you for your attention to this matter.

Sincerely,

Ryan Oatis  
Attorney I  
American Tower Corporation



**AMERICAN TOWER®**  
CORPORATION

I acknowledge and agree to the proposed modifications by AT&T, its successors, assigns, parents, affiliates and subsidiaries, and at the aforereferenced communications tower. This consent shall apply to any and all approvals and notices related to the modifications of AT&T, its successors, assigns, parents, affiliates and subsidiaries, at the tower site including, but not limited to, notice of construction, construction approvals. This consent is not a representation that such installation is in compliance with all applicable governmental laws, ordinance, rules and regulations or that such facilities will not cause interference with other communication systems.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

Approved as to form:

\_\_\_\_\_  
City Attorney

SITE NAME: Stephens Park WT  
SITE NUMBER:  
ATTY/DATE: GJ

## WATER TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , between the City of Moline, an Illinois municipal corporation, with its principal offices located at 619 16<sup>th</sup> Street, Moline, Illinois 61265, hereinafter designated "LESSOR" and GTE Wireless of the Midwest Incorporated, an Indiana corporation 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. LESSOR hereby leases to the LESSEE a portion of that certain space on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 531 15<sup>th</sup> Avenue, City of Moline, Rock Island County, Illinois ("the Tower Space") as shown on the Tax Map of the City of Moline as Parcel Identification Number 1706200001 and being further described in Deed Book 181 at Page 447 and in Deed Book 187 at Page 386, as recorded in the Office of the Rock Island County Recorder (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 36' x 20' parcel of land sufficient for the installation of LESSEE's equipment building (the "Land Space"); together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks over a twelve foot (12') wide right-of-way (the "Access Right of Way"), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along an eight foot (8') wide right-of-way ("Utility Right of Way") and a separate eight foot (8') wide right-of-way ("Gas Right of Way") extending from the nearest public right-of-way, 7<sup>th</sup> Street, to the Land Space. The Tower Space, Land Space, Access Right of Way, Utility Right of Way, and Gas Right of Way are all described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

If any public utility is unable to use the Utility Right of Way or Gas Right of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility, in a location to be mutually agreed to by the Parties. The Parties further agree that they will vacate any unused right-of-way.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio telecommunications equipment, antennas and appurtenances described in Exhibit "B" attached hereto, or for such other specified uses as shall be agreed to by written agreement of the Parties.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; INITIAL 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. The annual rental for the first year of the Agreement shall be Fourteen Thousand Four Hundred and 00/100 Dollars (\$14,400.00), to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence on March 1, 2016 ("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 the Commencement Date.

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 certain documentation (the "Rental Documentation") necessary for LESSEE to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS"), or state and local governments, including, without limitation, IRS Form W-9 and applicable state withholding forms, in a form acceptable to LESSEE, prior to execution of this Agreement by the Parties, and at such other times during the term of the Agreement as may be reasonably requested by LESSEE. Delivery of Rental Documentation to LESSEE 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 Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Premises or this Agreement, any assignee(s), transferee(s), or other successor(s) in interest of LESSOR, shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental 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 party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s), or other successor(s) in interest of LESSOR, until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, allow LESSEE to have electrical service and telephone service access within the Premises. LESSOR must be advised of any electrical or telephone service on the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or via email to livebills@ecova.com. LESSEE may be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations all as reasonably approved by LESSOR prior to placement. Upon specific approval from LESSOR, LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms 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.

5. RENTAL INCREASES. The annual rental shall increase on the yearly anniversary of the Commencement Date by an amount equal to three percent (3%) of the total annual rent for the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for one (1) further term of five (5) years. The annual rental during such additional extension term, if any, shall continue to increase as set forth in paragraph 5 above. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates 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. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with the Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property. LESSEE's failure to comply with the provisions of this Paragraph 7 shall be considered a material breach of this Agreement and be subject to the terms of Paragraphs 29 and 30 below.

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. 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.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a radio telecommunications facility and uses incidental thereto. The Parties agree that LESSEE may install its antennas, equipment and conduits, as described in Exhibit "B", on the Tower in the locations designated and approved by LESSOR, as set forth in the plans and specifications attached hereto as Exhibit "B". All improvements and installations shall be done at LESSEE'S expense. LESSEE shall have the right to replace, repair, add or otherwise modify (collectively, the "Modifications") its utilities, equipment, antennas and/or conduits on the Tower identified on attached Exhibit "B", during the Term, upon the prior written approval of LESSOR, which approval shall not be unreasonably withheld, conditioned, or delayed. LESSEE agrees to repair any damage to the Property directly caused by the installation, operation, or use of LESSEE's facility, upon receipt of written notice from LESSOR. 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, which will permit LESSEE use of the Premises as set forth above. LESSEE shall obtain LESSOR's prior approval before conducting any soil boring tests on the Property or a structural analysis on the Tower, which approval shall not be unreasonably withheld, conditioned or delayed. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE, unless LESSOR is required by law to take such action or to protect the public utility. 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 soil boring tests or 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 the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. 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 prior to said termination date shall be retained by LESSOR. LESSEE shall be responsible for payment of rent up to the termination date, which amount may be prorated. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR, unless LESSEE fails to remove its equipment from the Premises by the termination date. If LESSEE holds over after the termination of the Agreement, then LESSEE shall be responsible for paying rent as specified in Paragraph 17 below.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall defend, indemnify and hold the other harmless from and 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 indemnifying Party, 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 other Party, or its employees, contractors or agents.

10. INSURANCE.

a. LESSEE will maintain at its own cost;

i. Commercial General Liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits of:

1. Two million dollars (\$2,000,000.00) per occurrence for bodily injury (including death) and for damage to property; and

2. Two million dollars (\$2,000,000.00) aggregate;

ii. Automobile Liability insurance on all owned, non-owned and hired vehicles in the amount of One Million Dollars (\$1,000,000) combined single each accident for bodily injury and property damage per occurrence;

iii. Workers Compensation insurance with statutory limits; and

iv. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000) each accident/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Automobile Liability policies, as its interest may appear under this Agreement.

- b. LESSEE shall provide certificates of insurance evidencing the coverage required by this Section to the LESSOR within thirty (30) days following receipt of a written request thereof from the LESSOR.
- c. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business in the State of Illinois.
- d. LESSOR's insurance policies required herein shall contain the following endorsement:

“The insurer shall give the City of Moline at least thirty (30) days prior written notice of any intention to cancel, such notice to be given by certified mail, return receipt requested, addressed to: City Attorney, City of Moline, 619 16<sup>th</sup> Street, Moline, IL 61265.”
- e. LESSEE's insurance shall:
  - i. be primary and non-contributory with any insurance or program of self-insurance that may be maintained by LESSOR; and
  - ii. provide a waiver of subrogation, in favor of LESSOR, on the Workers Compensation Policy.
- f. LESSOR will maintain at its own cost 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. LESSOR will include the LESSEE as an additional insured, as its interest may appear under this Agreement.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. This limitation of liability shall not apply to any damage to LESSOR'S water supply or loss of revenue resulting from damage to LESSOR'S water supply that is directly caused by LESSEE's actions on the Property.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure

periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR. After the expiration of the tenth (10<sup>th</sup>) year of the Term, in the event LESSOR has reasonably determined that the Tower is no longer useful for LESSOR's purposes, LESSOR shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSEE. LESSOR and LESSEE may terminate the Agreement at any time by mutual agreement if the Tower poses a threat of imminent danger to public health, safety, or welfare.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have access to the Tower at all times for the sole purpose of installing and maintaining and repairing the equipment listed on Exhibit "B". LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. 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. LESSEE shall provide LESSOR with a list of those individuals and contractors that are authorized to be on the Tower. In the event of an emergency posing a threat to public health, safety and welfare, LESSOR shall have the right to restrict access to the Tower and Premises to LESSEE and to its agents, employees, engineers, or any individuals, in LESSOR'S sole discretion, for a maximum duration of 48 hours, and upon telephonic notice to LESSEE. Notwithstanding, LESSEE shall at all times have unrestricted access to the Land Space for the purpose of installing and maintaining its ground-based equipment. LESSEE agrees to install a StymieLock™ or similar device on the main access gate to the Premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

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, its paint system, its appurtenances or otherwise jeopardize the public health.

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.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR may, but is not required to, supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower, and throughout the Term LESSOR may supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower.

When routine maintenance of the Tower is required, LESSOR shall provide thirty (30) days' notice in writing to LESSEE and LESSEE agrees to temporarily power down its equipment on the Tower for up to, but not longer than, forty-eight (48) hours, at LESSEE's sole

cost and expense. In such case, LESSEE shall have the option to install a temporary installation on the Property during the outage, in a location to be mutually agreed upon by the Parties, to ensure LESSEE's use at the Premises is not interrupted or diminished. LESSOR shall work diligently to complete said routine maintenance as quickly as possible and immediately notify LESSEE at (800) 224-6620 when said maintenance is complete. LESSEE agrees not to power up its equipment on the Tower until it receives such telephonic notice that maintenance is complete. LESSOR will not conduct said routine maintenance more than once during any three-year period.

In the event LESSOR must perform substantial maintenance on the Tower that requires the removal of LESSEE's equipment, LESSOR shall provide written notice to LESSEE no less than ninety (90) days prior to the required date of removal, and shall specify in such notice the date on which LESSEE's equipment must be removed from the Tower (the "Removal Date"). In such case, if possible and upon mutual agreement of the Parties, LESSEE shall be permitted to place a temporary installation on the Property in a location to be mutually agreed upon by the Parties, to ensure LESSEE's use at the Premises is not interrupted or diminished. LESSOR will not require relocation of LESSEE'S equipment for maintenance unless necessary for proper operation of the Tower or maintaining public health and will complete such maintenance in a manner to minimize the length of such relocation. LESSEE shall bear the full cost and expense for relocation of its equipment. In the event LESSEE's equipment is not removed from the Tower by the Removal Date, LESSEE shall pay to LESSOR a daily penalty in the amount of \$100 for every day that LESSEE's equipment remains on the Tower beyond the Removal Date. Further, such failure to comply beyond the Removal Date shall be a material breach of the Agreement and be subject to the terms of Paragraphs 29 and 30 below. In no event shall LESSOR be permitted to remove LESSEE's equipment from the Tower. 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.

In the event of an emergency requiring removal or relocation of LESSEE's equipment from the Tower, LESSEE agrees to perform such removal or relocation as soon as possible after receipt of telephonic notice from LESSOR to (800) 224-6620, but no later than five (5) days after receipt of such notice.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR may not terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of

the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. For purposes of this Agreement, "interference" does not include LESSOR's use on the Property for public utility purposes or uses on neighboring properties that cause electronic or physical obstruction with, or degradation of, LESSEE's signals or frequency. Notwithstanding, LESSOR shall make reasonable efforts to use the Property so as not to cause interference with LESSEE's use under this Agreement. In the event any proposed use of the Property by LESSOR is expected to cause interference with LESSEE's permitted use under this Agreement, LESSOR shall provide LESSEE with at least thirty (30) days advanced written notice of such planned interference and use commercially reasonable efforts to provide LESSEE with an alternate location for its equipment, to minimize disturbance to LESSEE's operations. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL. LESSEE shall, upon the expiration or 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. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent in accordance with Paragraph 17 below, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

On or before the Commencement Date, LESSEE shall provide to LESSOR a removal bond with an entity and in a form and content mutually agreeable to the Parties. The amount of the bond shall be Ten Thousand and 00/100 Dollars (\$10,000.00), and shall be renewed as necessary and kept in full force so long as the LESSEE's communications equipment is located on the Premises. The purpose of the bond is to ensure LESSEE's faithful performance of removal of its equipment and/or improvements on the Premises and the restoration of the Premises pursuant to this Paragraph 16.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the termination of this Agreement. In the event that LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to two hundred percent (200%) of the rent applicable during the month immediately preceding such expiration or earlier termination. Holdover rental amounts will be prorated for each day possession is retained.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a third party, by easement or other legal instrument, an interest in and to that portion of the Tower and or Premises occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Premises or portion thereof to such third person in accordance with the terms and conditions of such third party offer. LESSEE's right of first refusal shall not apply to any offer LESSOR receives from another communications provider wishing to co-locate on the Tower.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Premises or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party, by easement or other legal instrument, an interest in and to that portion of the Tower and or Premises occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event of the sale or transfer of the Premises or LESSOR's grant of a third party easement for the purpose of operating a communications facility, the terms of this Paragraph 19 shall not be interpreted to expand LESSEE's rights existing under the Agreement at the time of said sale, transfer, or grant.

20. 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.

21. 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. LESSOR further covenants upon execution of this Agreement that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. 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. 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.

23. 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.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE, without any approval or consent of the LESSOR, to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. LESSOR must be provided written notice of such sale, assignment or transfer of all or substantially all of LESSEE's assets by merger, acquisition or other business reorganization within thirty (30) days of such and must be provided contact information for the new holder of the Agreement. As to other parties, this Agreement may not be sold, assigned or transferred unless the written consent of the LESSOR is obtained. Said consent of the LESSOR will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. 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, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Moline  
30 18<sup>th</sup> Street  
Moline, IL 61265  
Attn: Greg Swanson – Utilities General Manager

Copy to: City Attorney  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265

LESSEE: GTE Wireless of the Midwest Incorporated  
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.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. 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. If LESSEE records such Memorandum of Lease, then upon termination of this Agreement, LESSEE shall record a release with the Rock Island County Recorder to document that the underlying Lease has been terminated

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days and authorized in writing by LESSOR if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, as determined by the LESSOR. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. 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 and authorized in writing by LESSEE, 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, as determined by the LESSEE. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located, by providing written notice to the addresses set forth in the "NOTICES" provision above; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If either Party so performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting Party shall immediately be owing by the defaulting party, and defaulting Party shall pay to the non-defaulting Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount,

including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises, the Tower or on the Property.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty 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, unless such damage by fire or other casualty is caused by LESSEE or its equipment or operations and use. 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, unless such damage by fire or other casualty is caused by LESSEE or its equipment, operations, or use.

33. 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, with such reduction agreed to in writing by the Parties. 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.

34. 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.

35. 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 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.

36. 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.

37. 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.

[Signature page to follow]

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

**LESSOR:**

**City of Moline**

By: \_\_\_\_\_  
Scott Raes, Mayor

Attest: \_\_\_\_\_  
Tracy Koranda, City Clerk

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Maureen Riggs, City Attorney

**LESSEE:**

**GTE Wireless of the Midwest  
Incorporated d/b/a Verizon Wireless**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**(Legal Description of Property and Premises)**

**PROPERTY:**

BEGINNING AT A POINT WHERE THE WEST LINE OF SEVENTH (7TH) STREET INTERSECTS THE NORTH LINE OF FIFTEENTH (15TH) AVENUE IN THE CITY OF MOLINE, THERE RUN NORTH ALONG THE SAID WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND FORTY FOUR (144) FEET FOR A STARTING POINT, THENCE RUN WEST AT RIGHT ANGLES TO THE WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN NORTH AT RIGHT ANGLES TO THE NORTH LINE OF OF FIFTEENTH (15TH) AVENUE, NINETY EIGHT (98) FEET, THENCE RUN EAST PARALLEL TO THE NORTH LINE OF FIFTEENTH (15TH) AVENUE, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN SOUTH ON THE WEST LINE OF SEVENTH ( 7TH) STREET, NINETY EIGHT (98) FEET TO SAID STARTING POINT, IN COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

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**LAND SPACE:**

A PARCEL OF LAND FOR LESSEE LEASE AREA PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.00 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 720.0 SQUARE FEET.

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**ACCESS RIGHT OF WAY:**

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 12.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 66.74 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 12.00 FEET TO THE POINT OF BEGINNING.

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**UTILITY RIGHT OF WAY:**

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 102.64 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 102.57 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 45 MINUTES 51 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 8.00 FEET TO THE POINT OF BEGINNING.

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**GAS RIGHT OF WAY:**

A PARCEL OF LAND FOR GAS EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

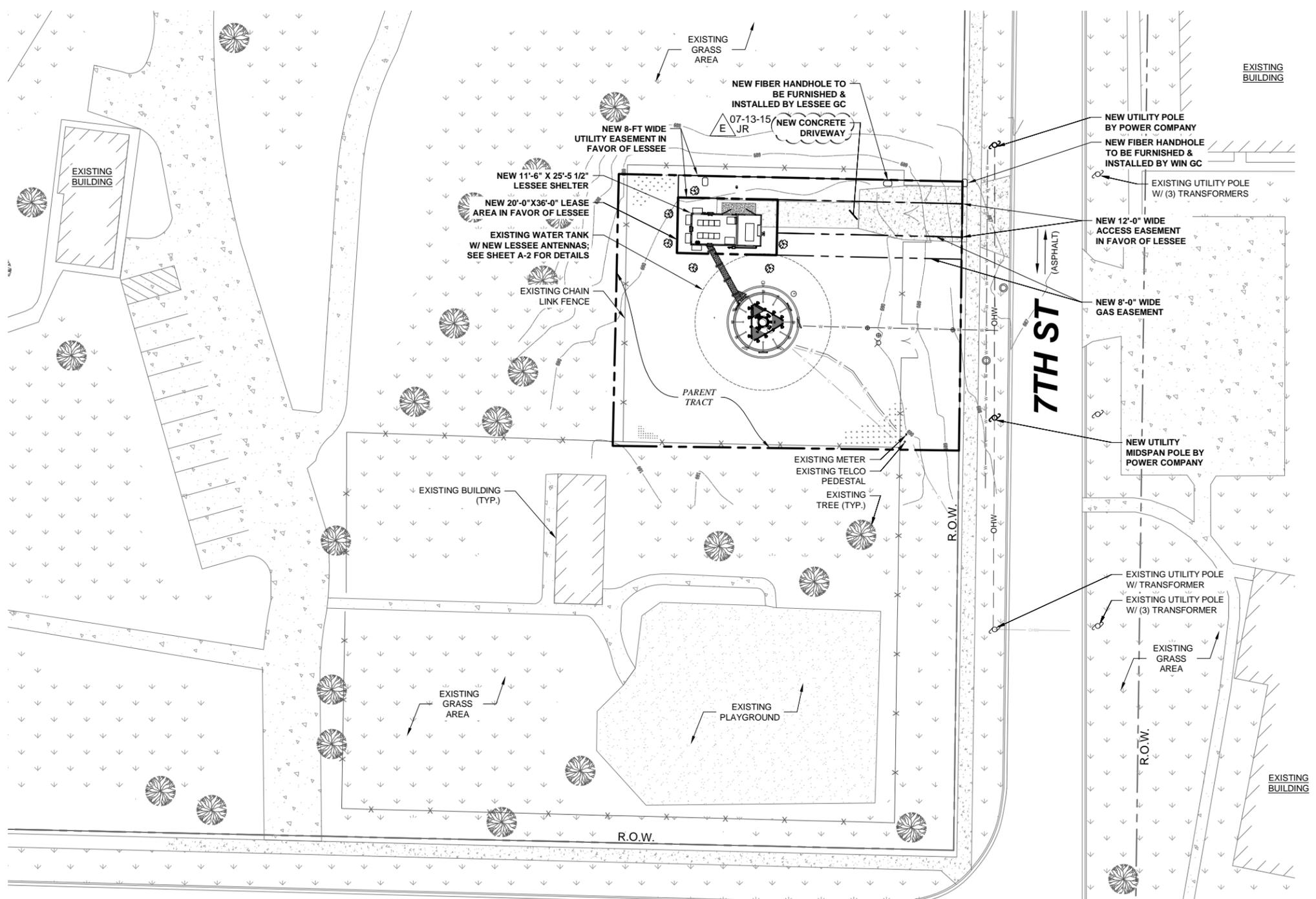
COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 66.81 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 8.00 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.74 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"  
(Lessee's Permitted Equipment on the Tower)

[See attached drawings]

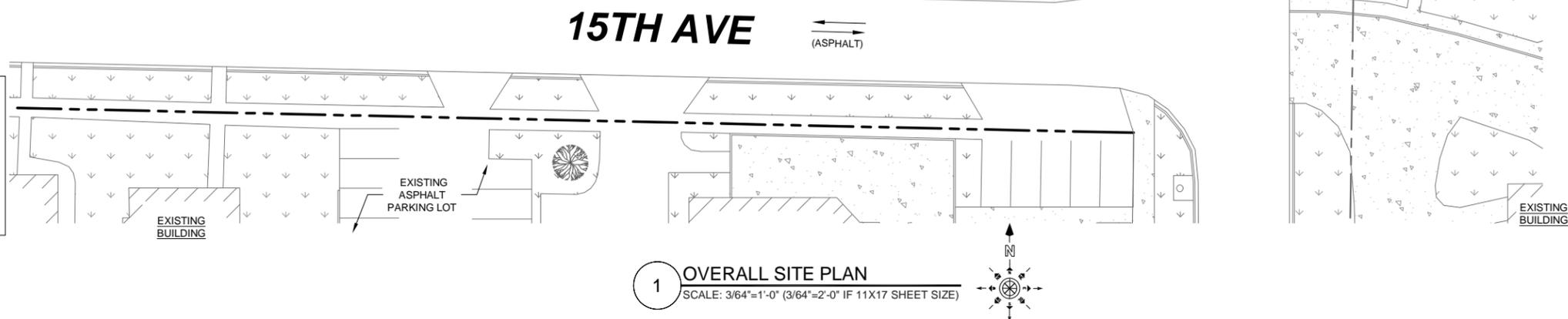
**LEGEND & SYMBOLS**

- UTILITY POLE
- SIGN
- TELCO PEDESTAL
- FIRE HYDRANT
- LIGHT STANDARD
- INLET
- CATCH BASIN
- MANHOLE
- TRAFFIC SIGNAL
- ROW MARKER
- IRON PIPE SET
- IRON PIPE FOUND
- BUFFALO BOX
- GROUNDING TEST WELL
- VALVE BOX
- HORIZONTAL CONTROL POINT
- GENERATOR RECEPTACLE
- HANDICAPPED PARKING SPACE
- DECIDUOUS TREE W/SIZE
- CONIFEROUS TREE W/SIZE
- BRUSH
- TREE LINE
- CONTOUR W/ELEVATION
- EXISTING GUARDRAIL
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- OVERHEAD WIRES
- LEASE AREA LINE
- EASEMENT LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND GAS LINE
- UNDERGROUND TELECOMM. LINE
- UNDERGROUND STORM/SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- UNDERGROUND COMMUNICATION/MONITORING LINE



**IMPORTANT NOTES:**

1. GC TO HIRE PUBLIC JULIE & PRIVATE LOCATE SERVICE IN ORDER TO LOCATE AND PROTECT ANY AND ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
2. THESE PLANS MAY NOT CONTAIN OR REVEAL ALL SUBSURFACE UTILITIES; GC IS RESPONSIBLE OF LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION
3. GC WILL NOT START CONSTRUCTION UNTIL AFTER THEY RECEIVE THE PRE CON PACKAGE AND HAVE A PRE CON WALK WITH THE PM.



**1 OVERALL SITE PLAN**  
SCALE: 3/64"=1'-0" (3/64"=2'-0" IF 11X17 SHEET SIZE)

**GTE WIRELESS  
MIDWEST, INC.**  
d/b/a VERIZON WIRELESS

CONCORDIA, LTD  
A PROFESSIONAL DESIGN FIRM  
LICENSE # 3323-011-D.B.A.

**CONCORDIA WIRELESS, INC.**  
361 RANDY ROAD  
UNIT 101  
CAROL STREAM, IL 60188  
MAIN: (847) 981-0801

DRAWN BY: NC	CHECKED BY: PS
CHECKED BY: RH	APPROVED BY: GMS

**GHAZWAN M. SADAT**  
**062-061844**  
LICENSED  
PROFESSIONAL  
ENGINEER  
OF  
ILLINOIS

*Gy Sadat.*

LOCATION # 288442  
STEPHENS PARK  
531 15TH AVE  
MOLINE, IL 61265

SHEET TITLE:  
**OVERALL SITE PLAN**

SHEET NUMBER:  
**A-0** 07-13-15  
E JR

**GTE WIRELESS  
MIDWEST, INC.**  
d/b/a VERIZON WIRELESS

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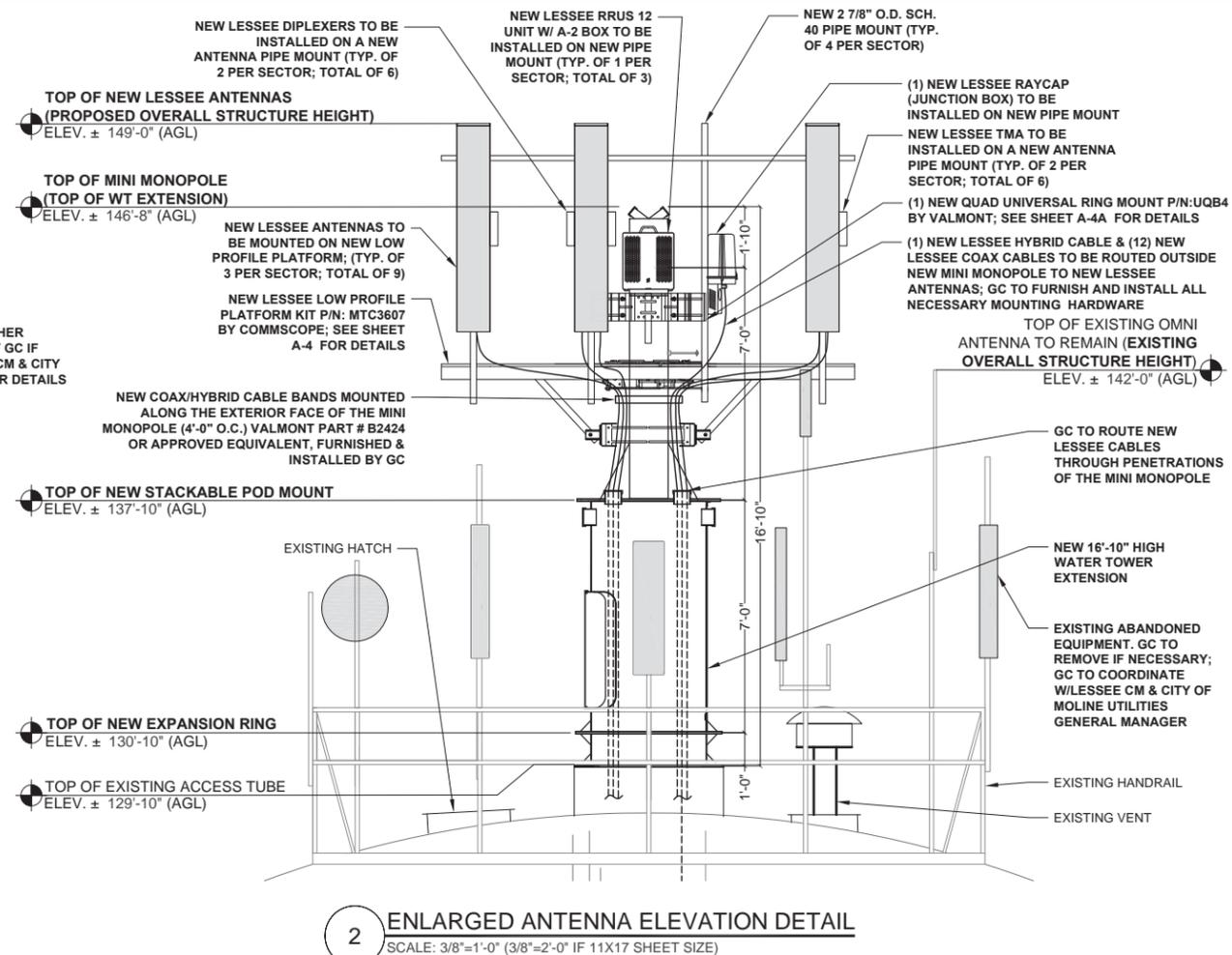


*Gy Sadat*

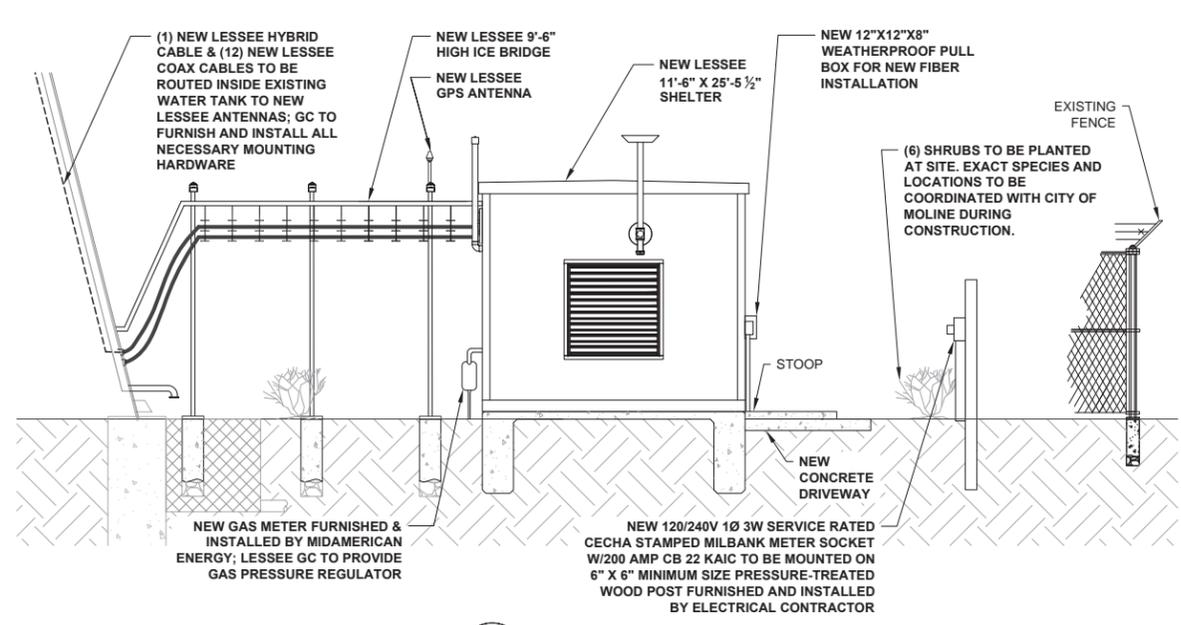
LOCATION # 288442  
STEPHENS PARK  
531 15TH AVE  
MOLINE, IL 61265

SHEET TITLE:  
SITE ELEVATION

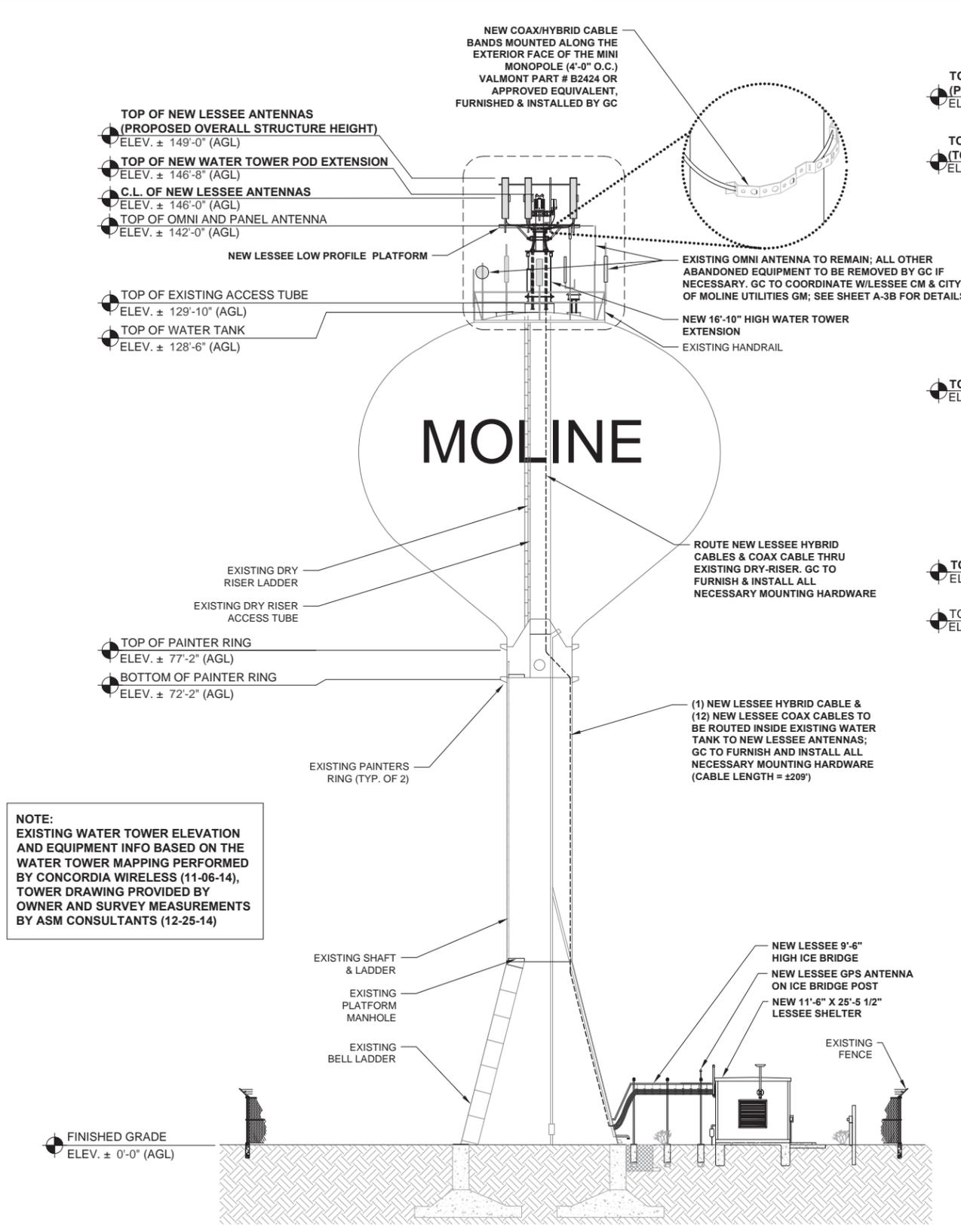
SHEET NUMBER:  
**A-2**



**2 ENLARGED ANTENNA ELEVATION DETAIL**  
SCALE: 3/8"=1'-0" (3/8"=2'-0" IF 11X17 SHEET SIZE)



**3 ENLARGED SITE ELEVATION**  
SCALE: 1/4"=1'-0" (1/4"=2'-0" IF 11X17 SHEET SIZE)



**1 SITE ELEVATION (EAST)**  
SCALE: 3/32"=1'-0" (3/32"=2'-0" IF 11X17 SHEET SIZE)

**NOTE:**  
EXISTING WATER TOWER ELEVATION AND EQUIPMENT INFO BASED ON THE WATER TOWER MAPPING PERFORMED BY CONCORDIA WIRELESS (11-06-14), TOWER DRAWING PROVIDED BY OWNER AND SURVEY MEASUREMENTS BY ASM CONSULTANTS (12-25-14)

**EQUIPMENT CHANGE REQUEST FORM- ECR**

Cell Name	Stephens Park	RF Engineer	Trisha Bhuyan	Cell ID	531 15th Ave
Location Number	288442	Market	Rockford	Address	Moline, IL 61265
Date of Request	9/29/2015			City/State/Zip	

		PROPOSED CONFIGURATION				Configuration				Option-A2		
Sector	Pos	Antenna		Antenna Manufacturer	Antenna Model	Antenna Serial Number	Centerline	Azimuth	Variable Tilt	Mechanical Tilt	Action	
		Port	RF Path									
Alpha	A1	L1 (-45)	LTE C - RxTx0	Andrew	SBNHH-1D65B		146	30	3	0	Add- Install	
		L2 (+45)	LTE C - RxTx1									
		H1 (-45)	AWS - Rx2									
		H2 (+45)	AWS - Rx3									
		H3 (-45)	Unused at this time									
	H4 (+45)	Unused at this time										
	A2	L1 (-45)	Unused at this time									
		L2 (+45)	Unused at this time									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
		H3 (-45)	Unused at this time									
	A3	L1 (-45)	CEL - RxTx0	Andrew	SBNHH-1D65B		146	30	3	0	0	Add- Install
		L2 (+45)	CEL - RxTx1									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
		H3 (-45)	Unused at this time									
A4	L1 (-45)	LTE C - Rx2	Andrew	SBNHH-1D65B		146	30	3	0	0	Add- Install	
	L2 (+45)	LTE C - Rx3										
	H1 (-45)	AWS - RxTx0										
	H2 (+45)	AWS - RxTx1										
	H3 (-45)	Unused at this time										
Beta	B1	L1 (-45)	LTE C - RxTx0	Andrew	SBNHH-1D65B		146	150	3	0	Add- Install	
		L2 (+45)	LTE C - RxTx1									
		H1 (-45)	AWS - Rx2									
		H2 (+45)	AWS - Rx3									
		H3 (-45)	Unused at this time									
	H4 (+45)	Unused at this time										
	B2	L1 (-45)	Unused at this time									
		L2 (+45)	Unused at this time									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
		H3 (-45)	Unused at this time									
	B3	L1 (-45)	CEL - RxTx0	Andrew	SBNHH-1D65B		146	150	3	0	0	Add- Install
		L2 (+45)	CEL - RxTx1									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
		H3 (-45)	Unused at this time									
B4	L1 (-45)	LTE C - Rx2	Andrew	SBNHH-1D65B		146	150	3	0	0	Add- Install	
	L2 (+45)	LTE C - Rx3										
	H1 (-45)	AWS - RxTx0										
	H2 (+45)	AWS - RxTx1										
	H3 (-45)	Unused at this time										
GAMMA	G1	L1 (-45)	LTE C - RxTx0	Andrew	SBNHH-1D65B		146	270	4	0	Add- Install	
		L2 (+45)	LTE C - RxTx1									
		H1 (-45)	AWS - Rx2									
		H2 (+45)	AWS - Rx3									
		H3 (-45)	Unused at this time									
	G2	L1 (-45)	Unused at this time									
		L2 (+45)	Unused at this time									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
		H3 (-45)	Unused at this time									
	G3	L1 (-45)	CEL - RxTx0	Andrew	SBNHH-1D65B		146	270	4	0	0	Add- Install
		L2 (+45)	CEL - RxTx1									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
		H3 (-45)	Unused at this time									
	G4	L1 (-45)	LTE C - Rx2	Andrew	SBNHH-1D65B		146	270	4	0	0	Add- Install
L2 (+45)		LTE C - Rx3										
H1 (-45)		AWS - RxTx0										
H2 (+45)		AWS - RxTx1										
H3 (-45)		Unused at this time										
H4 (+45)	Unused at this time											

**Comments**

RE mentioned that we can only go on top of the WT, 146ft. RE asked RF to revise the ECR to show a different address than what was provided at NWF candiate submission.

Proposed					
	Location	Manufacturer	Component Model	Count	Action
Passive Components	Top (Platform)				
	Top (Platform)				
	Top (Platform)	Westell	AWC-TTMA-700C-VG	6	Install
	Top (Platform)	Ericsson	RRUS 12 - AWS	3	Install
	Top (Platform)	Ericsson	A2	3	Install
	Top (Platform)	Raycap	RCMDC-3315-PF-48	1	Install
	Top (Platform)	ANDREW	CBC78-DF-8-DCB	6	Install
	Top (Platform)				
	Bottom (Shelter)	Raycap	RCMDC-3315-PF-48	1	Install
	Bottom (Shelter)	ANDREW	CBC78-DF-8-DCB	6	Install
Coax	Sector	Coax Manufacturer	Type	Size	Count
	Alpha	ANDREW		1 5/8	4
	Beta	ANDREW		1 5/8	4
	Gamma	ANDREW		1 5/8	4
	AWS	Andrew	Hybrid Cable	1 5/8	1

2 **COMBINER - CABLE DATA**

**GTE WIRELESS  
MIDWEST, INC.**  
d/b/a VERIZON WIRELESS

CONCORDIA, LTD  
A PROFESSIONAL DESIGN FIRM  
LICENSE # 3323-011- D.B.A.  
**CONCORDIA WIRELESS, INC.**  
361 RANDY ROAD  
UNIT 101  
CAROL STREAM, IL 60188  
MAIN: (847) 981-0801

DRAWN BY: NC      CHECKED BY: PS  
CHECKED BY: RH      APPROVED BY: GMS



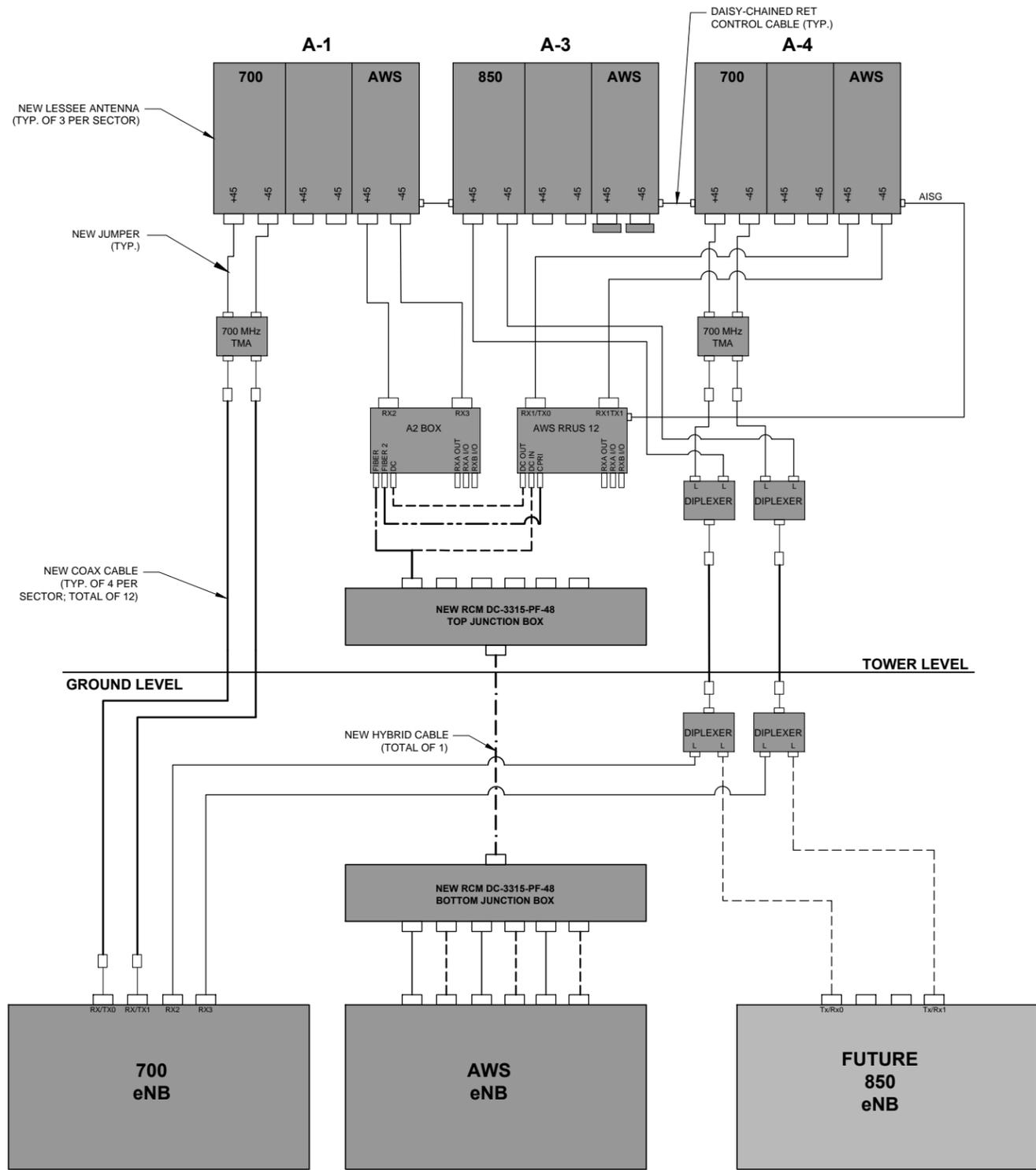
*G y Sadat*

LOCATION # 288442  
STEPHENS PARK  
531 15TH AVE  
MOLINE, IL 61265

SHEET TITLE:  
**ECR FORM & CABLE DATA**

SHEET NUMBER:  
**A-3**

1 **EQUIPMENT CHANGE REQUEST FORM**

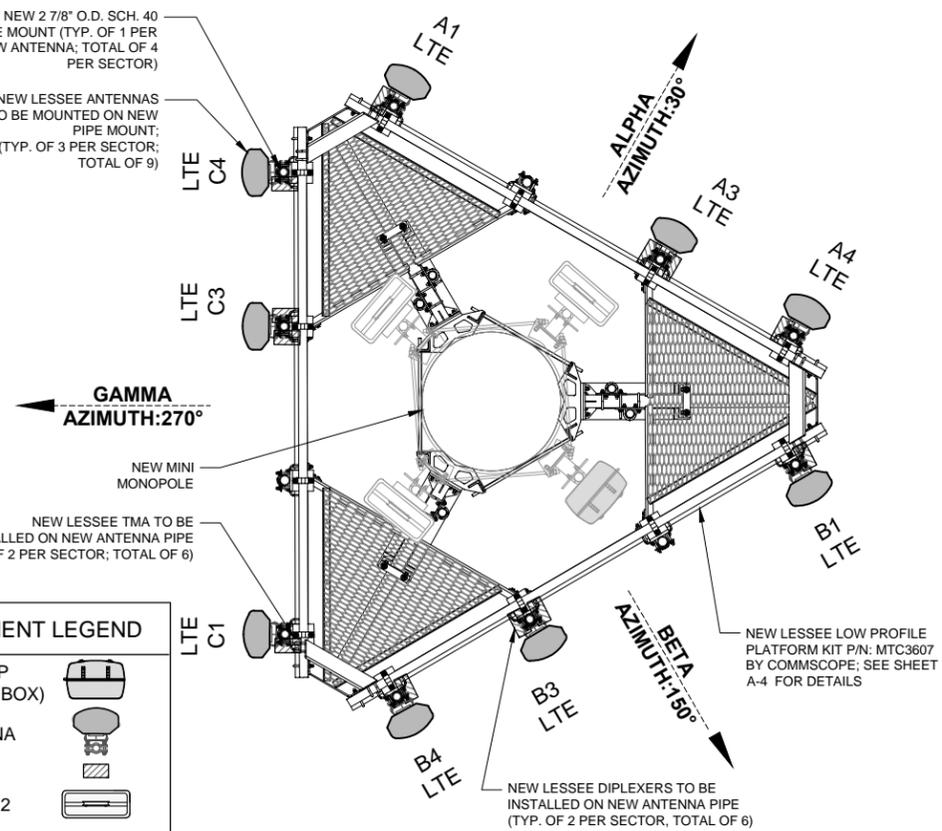
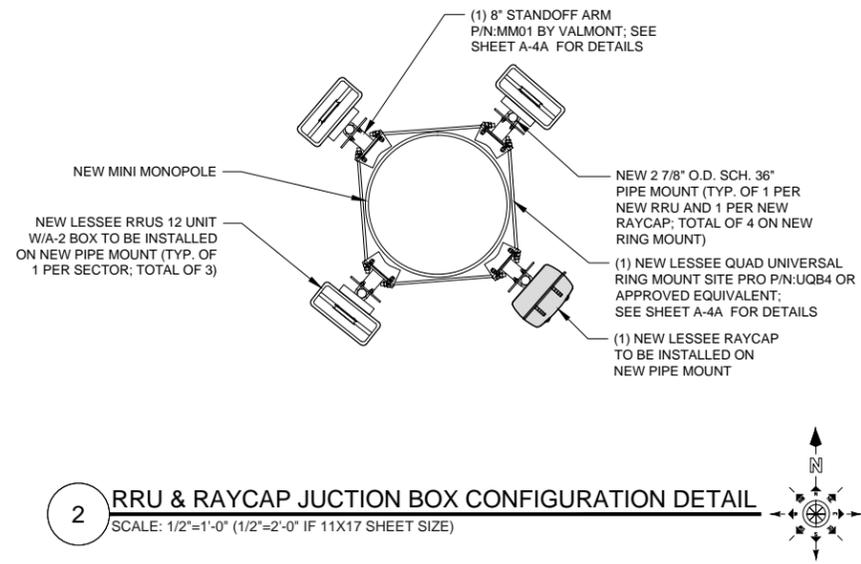


**LEGEND**

—	NEW COAX CABLE
- - -	NEW HYBRID CABLE
— — —	NEW FIBER CABLE
- · - · -	NEW DC POWER DISTRIBUTION CABLE
— · — · —	NEW JUMPER CABLE

**1** NEW SCHEMATIC DIAGRAM

**NOTE:**  
GC TO TERMINATE ANY UNUSED ANTENNA PORTS WITH 50 OHMS TERMINATION CAPS



**GTE WIRELESS  
MIDWEST, INC.**  
d/b/a VERIZON WIRELESS

CONCORDIA, LTD  
A PROFESSIONAL DESIGN FIRM  
LICENSE # 3323-011- D.B.A.

**CONCORDIA WIRELESS, INC.**

361 RANDY ROAD  
UNIT 101  
CAROL STREAM, IL 60188  
MAIN: (847) 981-0801

DRAWN BY: NC      CHECKED BY: PS  
CHECKED BY: RH      APPROVED BY: GMS



*Gy Sadat.*

LOCATION # 288442  
STEPHENS PARK  
531 15TH AVE  
MOLINE, IL 61265

SHEET TITLE:  
**NEW SCHEMATIC DIAGRAM  
AND ANTENNA  
CONFIGURATION DETAIL**

SHEET NUMBER:  
**A-3A**

EXHIBIT "C"  
(Survey)

[See attached]

### LEGEND

	Light Post		Found Section Corner Monument
	Power Pole		Found or Set Monument
	Telephone Pedestal		Found or Set Cut Cross
	Fence		Measured
	Railroad Tracks		Record
	Centerline (60.00')		Document Number
	Section Line		Building
	Underground Electric Line		
	Underground Fiber Optic Line		
	Underground Communication Line		PROPOSED Access Easement
	Underground Gas Line		PROPOSED Utility Easement
	Underground Storm Line		Lease Site Area
	Underground Water Line		Gas Easement
	Above Ground Level		
	Point of Commencement		
	Point of Beginning		

### BENCHMARK INFO

SOURCE BENCHMARK: NGS MONUMENT  
 DESIGNATION: ROC74 1A  
 PID: AH3060  
 STATE / COUNTY: IL / ROCK ISLAND  
 USGS QUAD: SILVIS (1991)  
 ELEVATION = 567.33' (NAVD88)

### BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, WEST ZONE, NAD83 (2011)  
 MEAN MAGNETIC DECLINATION OBTAINED FROM U.S.G.S. 7 1/2 MINUTE SERIES MAP MILAN QUADRANGLE STATE OF ILLINOIS - IOWA  
 LATITUDE: N 41° 29' 55.01"  
 LONGITUDE: W 090° 31' 41.33"  
 AT PROPOSED CENTERLINE OF TOWER COMPLIES WITH F.A.A. 1/A ACCURACY REQUIREMENTS  
 SCALE: 1" = 30'

11" X 17" PRINT IS THE FULL SCALE FORMAT OF THIS SURVEY. ANY OTHER SIZE IS AT AN ADJUSTED SCALE.

### LOCATION MAP

NOT TO SCALE

**WATER TOWER HEIGHTS INFO.**  
 TOP OF LIGHTNING ROD 141.9' AGL  
 TOP OF WHIP ANTENNA 141.9' AGL  
 TOP OF ANTENNA PANEL 138.7' AGL  
 BOTTOM OF ANTENNA PANEL 134.8' AGL  
 TOP OF PLATFORM 131.7' AGL  
 BOTTOM OF PLATFORM 130.0' AGL  
 TOP OF HATCH 129.0' AGL  
 TOP TOP TANK 128.5' AGL  
 TOP PAINTER RING 77.2' AGL  
 BOTTOM PAINTER RING 72.2' AGL

**WATER TOWER**  
 CL Tank  
 X = 2197564.0  
 Y = 1760038.9

**PROPOSED UTILITY EASEMENT**  
 S.88°43'46"E. 124.14' (125')

**PROPOSED LESSEE LEASE AREA**  
 S.88°43'46"E. 36.00'

**PROPOSED ACCESS EASEMENT**  
 N.88°43'46"W. 66.64'

**PROPOSED GAS EASEMENT**  
 S.88°43'46"E. 66.74'

**POB ACCESS EASEMENT**  
**POB UTILITY EASEMENT**  
**POB GAS EASEMENT**

**STARTING POINT OF PARENT TRACT**  
 N.00°45'51"E. 144.00'

**WATER TOWER**  
 Storm Inlet  
 Door  
 GPS Antenna  
 Site BM  
 Elev. = 692.93'  
 NW Bonnet Bolt

**Storm Manhole**  
 Rim = 686.84'  
 12" DI N.-S. = 683.04'  
 12" DI W. = 684.84'

**Water Valve Vault**  
 Rim = 687.49'  
 12" DI N.-S.  
 Top of Pipe = 682.29'

**7TH STREET (PUBLIC RIGHT-OF-WAY)**  
 Asphalt Pavement  
 Curb & Gutter  
 Concrete Apron  
 Depressed Curb  
 Concrete Sidewalk

### LEGAL DESCRIPTIONS

SEE SHEET L-2 (SHEET 2 OF 2) FOR POINT OF COMMENCEMENT LOCATION AND ALL LEGAL DESCRIPTIONS

### SURVEY NOTES

EASEMENTS AND SETBACKS SHOWN HEREON ARE BASED UPON THE RECORDED SUBDIVISION PLAT UNLESS NOTED OTHERWISE.

THE SURVEYOR EXPRESSES NO OPINION AS TO THE ACCURACY OF ANY UNDERGROUND UTILITIES WHEN NOT READILY VISIBLE FROM THE SURFACE. IT IS RECOMMENDED THAT THE APPROPRIATE GOVERNMENTAL AGENCY, MUNICIPALITY AND/OR UTILITY COMPANY BE CONTACTED FOR VERIFICATION.

THE PERMANENT PARCEL INDEX NUMBER FOR THE PROPERTY ENCUMBERED BY THE LEASE SITE AND EASEMENTS HEREON IS 17-06-200-001.

THE FLOOD INSURANCE RATE MAP SHOWS THAT THE PROPERTY DESCRIBED HEREON IS FALLING WITHIN ZONE "X", ACCORDING TO THE COMMUNITY PANEL NUMBER 170591 0310 F, CITY OF MOLINE, MAP NUMBER 17161C0310F, ROCK ISLAND COUNTY, ILLINOIS AND INCORPORATED AREAS, MAP REVISED APRIL 5, 2010. ZONE "X" IS AREA DETERMINED TO BE OUTSIDE THE 0.2 % ANNUAL CHANCE FLOODPLAIN.

EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, AND IDENTIFIED AS FILE NUMBER: 144003, REFERENCE FILE NUMBER 021403637, WITH AN EFFECTIVE DATE OF JANUARY 13, 2015.

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }  
 COUNTY OF KANE } SS

I, CHARLES S. MARSHALL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON, BEING COMPLETED IN THE FIELD ON 12/25/2014 IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION.

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND BOUNDARY SURVEYS SET FORTH BY ILLINOIS STATE LAW.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 9TH DAY OF DECEMBER, A.D. 2015.

CHARLES S. MARSHALL  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3377  
 LICENSE EXPIRES 11/30/2016

NO.	DATE	REVISION
1.	12/25/2014	FIELD SURVEY COMPLETED
4.	4/8/2015	REISSUED PRELIMINARY SURVEY
5.	8/24/2015	FINAL SURVEY COMPLETED
6.	12/1/2015	REVISED GAS EASEMENT LOCATION PER CLIENT
7.	12/9/2015	REVISED LEASE AREA & EASEMENTS LOCATION PER CLIENT



PREPARED BY:

# ASMO

ASM Consultants, Inc.  
 16 E. Wilson Street, Batavia, IL 60510  
 Tel (630) 879-0200 Fax (630) 454-4774  
 advanced@advct.com  
 Professional Design Firm #184-006014 expires 4/30/2017

## PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

PREPARED FOR:

**GTE WIRELESS MIDWEST, INC.**  
 limited partnership  
 d/b/a/ Verizon Wireless

**Concordia Wireless**  
 A division of Concordia Group, Ltd.  
 361 Randy Road, Suite 101  
 Carol Stream, IL 60188

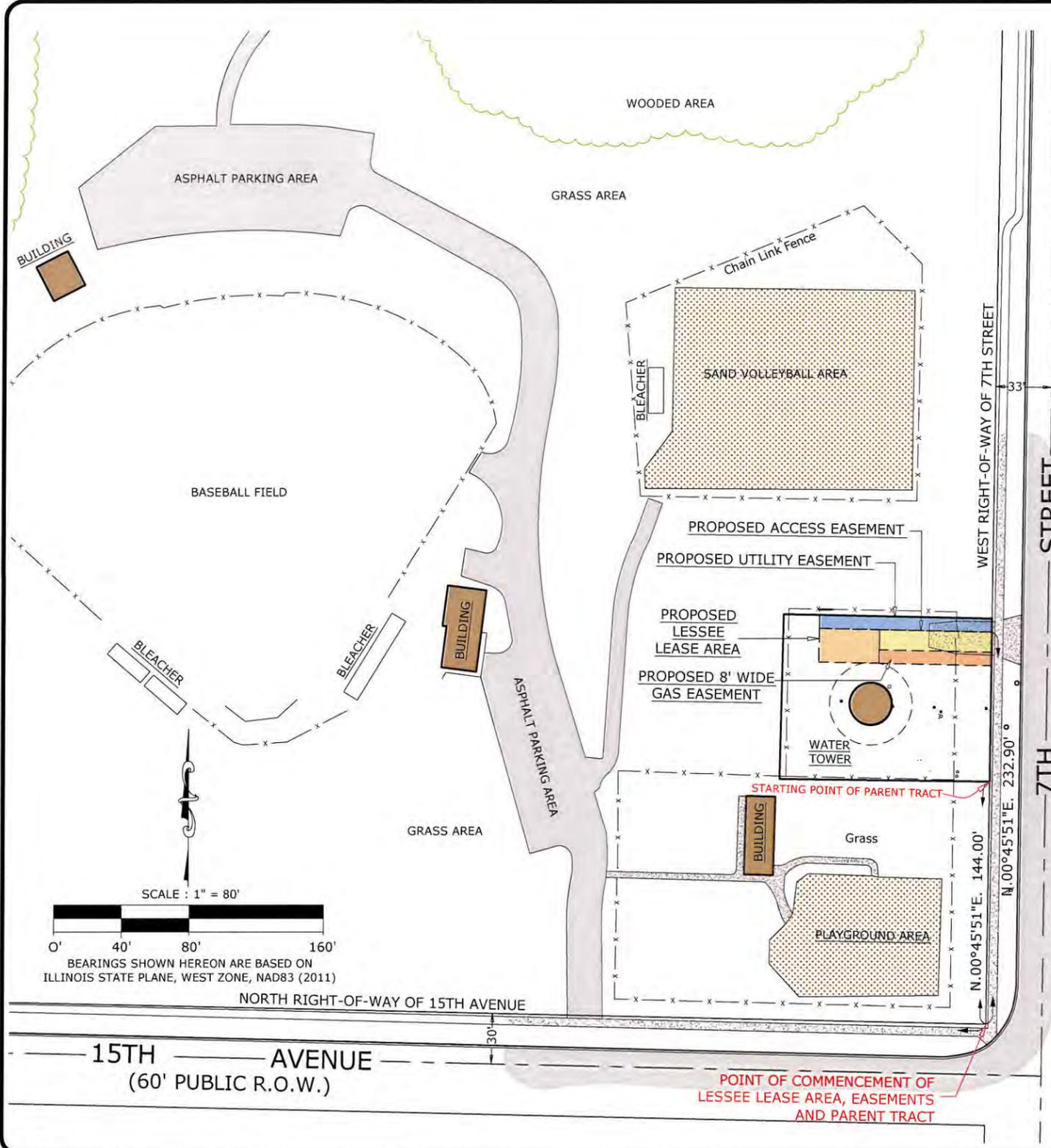
SITE DESIGNATION INFORMATION:

**STEPHENS PARK**  
**LOCATION NO.: 288442**  
**531 15TH AVENUE**  
**MOLINE, IL 61265**

DRAWN BY: PS  
 CHECKED BY: CSM

**PROJECT NO. 810006A**

**LS-1**



**PARENT TRACT:**  
 (Part of Exceptions in Deed document number 121186 filed December 10, 1907)

BEGINNING AT A POINT WHERE THE WEST LINE OF SEVENTH (7TH) STREET INTERSECTS THE NORTH LINE OF FIFTEENTH (15TH) AVENUE IN THE CITY OF MOLINE, THERE RUN NORTH ALONG THE SAID WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND FORTY FOUR (144) FEET FOR A STARTING POINT, THENCE RUN WEST AT RIGHT ANGLES TO THE WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN NORTH AT RIGHT ANGLES TO THE NORTH LINE OF FIFTEENTH (15TH) AVENUE, NINETY EIGHT (98) FEET, THENCE RUN EAST PARALLEL TO THE NORTH LINE OF FIFTEENTH (15TH) AVENUE, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN SOUTH ON THE WEST LINE OF SEVENTH ( 7TH) STREET, NINETY EIGHT (98) FEET TO SAID STARTING POINT, IN COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

SAID TRACT OF LAND IS NOW OWNED BY HENRY DEEBELLISHN AND DORA HOESLI.

**PROPOSED LESSEE LEASE AREA LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR LESSEE LEASE AREA PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.00 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 720.0 SQUARE FEET.

**PROPOSED ACCESS EASEMENT LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 66.74 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 12.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 800.3 SQUARE FEET

**PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 102.64 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 102.57 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 45 MINUTES 51 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 8.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 820.8 SQUARE FEET.

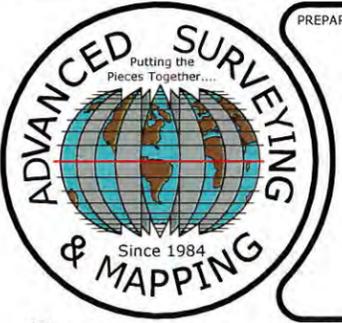
**PROPOSED GAS EASEMENT LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR GAS EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 66.81 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 8.00 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.74 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 534.2 SQUARE FEET.

7. 12/9/2015 REVISED LEASE AREA & EASEMENTS LOCATION PER CLIENT



PREPARED BY:

**ASMO**

ASM Consultants, Inc.  
 16 E. Wilson Street, Batavia, IL 60510  
 Tel (630) 879-0200 Fax (630) 454-4774  
 advanced@advct.com  
 Professional Design Firm #184-006014 expires 4/30/2015

**PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS**

PREPARED FOR:

**GTE WIRELESS MIDWEST, INC.**  
 limited partnership  
 d/b/a/ Verizon Wireless

**Concordia Wireless**  
 A division of Concordia Group, Ltd.  
 361 Randy Road, Suite 101  
 Carol Stream, IL 60188

NO.	DATE	REVISION
4.	4/8/2015	REISSUED PRELIMINARY SURVEY
5.	4/24/2015	FINAL SURVEY COMPLETED
6.	12/1/2015	REVISED GAS EASEMENT LOCATION PER CLIENT

SITE DESIGNATION INFORMATION:

**STEPHENS PARK**  
**LOCATION NO.: 288442**  
 531 15TH AVENUE  
 MOLINE, IL 61265

DRAWN BY: PS  
 CHECKED BY: CSM

PROJECT NO.  
**810006A**

**LS-2**

SITE NAME: Browning Park WT  
SITE NUMBER:  
ATTY/DATE: GJ

## WATER TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , between the City of Moline, an Illinois municipal corporation, with its principal offices located at 619 16<sup>th</sup> Street, Moline, Illinois 61265, hereinafter designated "LESSOR" and GTE Wireless of the Midwest Incorporated, an Indiana corporation 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. LESSOR hereby leases to the LESSEE a portion of that certain space on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 1531 17<sup>th</sup> Avenue, City of Moline, Rock Island County, Illinois ("the Tower Space") as shown on the Tax Map of the City of Moline as Parcel Identification Number 080160200 and being further described in Document No. 897245 as recorded in the Office of the Rock Island County Recorder (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 36' x 20' parcel of land sufficient for the installation of LESSEE's equipment building (the "Land Space"); together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks over a ten foot (10') wide right-of-way (the "Access Right of Way"), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along two (2) eight foot (8') wide rights-of-way ("Utility Rights of Way") and a separate ten foot (10') wide right-of-way ("Gas Right of Way") extending from the nearest public right-of-way, 17<sup>th</sup> Avenue, to the Land Space. The Tower Space, Land Space, Access Right of Way, Utility Rights of Way, and Gas Right of Way are all described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

If any public utility is unable to use the Utility Rights of Way or Gas Right of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility, in a location to be mutually agreed to by the Parties. The Parties further agree that they will vacate any unused right-of-way.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio telecommunications equipment, antennas and appurtenances described in Exhibit "B" attached hereto, or for such other specified uses as shall be agreed to by written agreement of the Parties.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and

made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; INITIAL 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. The annual rental for the first year of the Agreement shall be Fourteen Thousand Four Hundred and 00/100 Dollars (\$14,400.00), to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence on March 1, 2016 ("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 the Commencement Date.

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 certain documentation (the "Rental Documentation") necessary for LESSEE to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS"), or state and local governments, including, without limitation, IRS Form W-9 and applicable state withholding forms, in a form acceptable to LESSEE, prior to execution of this Agreement by the Parties, and at such other times during the term of the Agreement as may be reasonably requested by LESSEE. Delivery of Rental Documentation to LESSEE 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 Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Premises or this Agreement, any assignee(s), transferee(s), or other successor(s) in interest of LESSOR, shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental 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 party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s), or other successor(s) in interest of LESSOR, until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, allow LESSEE to have electrical service and telephone service access within the Premises. LESSOR must be advised of any electrical or telephone service on the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or via email to livebills@ecova.com. LESSEE may be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations all as reasonably approved by LESSOR prior to placement. Upon specific approval from LESSOR, LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms 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.

5. RENTAL INCREASES. The annual rental shall increase on the yearly anniversary of the Commencement Date by an amount equal to three percent (3%) of the total annual rent for the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for one (1) further term of five (5) years. The annual rental during such additional extension term, if any, shall continue to increase as set forth in paragraph 5 above. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates 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. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with the Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property. LESSEE's failure to comply with the provisions of this Paragraph 7 shall be considered a material breach of this Agreement and be subject to the terms of Paragraphs 29 and 30 below.

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. 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.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a radio telecommunications facility and uses incidental thereto. The Parties agree that LESSEE may install its antennas, equipment and conduits, as described in Exhibit "B", on the Tower in the locations designated and approved by LESSOR, as set forth in the plans and specifications attached hereto as Exhibit "B". All improvements and installations shall be done at LESSEE'S expense. LESSEE shall have the right to replace, repair, add or otherwise modify (collectively, the "Modifications") its utilities, equipment, antennas and/or conduits on the Tower identified on attached Exhibit "B", during the Term, upon the prior written approval of LESSOR, which approval shall not be unreasonably withheld, conditioned, or delayed. LESSEE agrees to repair any damage to the Property directly caused by the installation, operation, or use of LESSEE's facility, upon receipt of written notice from LESSOR. 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, which will permit LESSEE use of the Premises as set forth above. LESSEE shall obtain LESSOR's prior approval before conducting any soil boring tests on the Property or a structural analysis on the Tower, which approval shall not be unreasonably withheld, conditioned or delayed. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE, unless LESSOR is required by law to take such action or to protect the public utility. 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 soil boring tests or 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 the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. 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 prior to said termination date shall be retained by LESSOR. LESSEE shall be responsible for payment of rent up to the termination date, which amount may be prorated. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR, unless LESSEE fails to remove its equipment from the Premises by the termination date. If LESSEE holds over after the termination of the Agreement, then LESSEE shall be responsible for paying rent as specified in Paragraph 17 below.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall defend, indemnify and hold the other harmless from and 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 indemnifying Party, 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 other Party, or its employees, contractors or agents.

10. INSURANCE.

a. LESSEE will maintain at its own cost;

- i. Commercial General Liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits of:
  1. Two million dollars (\$2,000,000.00) per occurrence for bodily injury (including death) and for damage to property; and
  2. Two million dollars (\$2,000,000.00) aggregate;
- ii. Automobile Liability insurance on all owned, non-owned and hired vehicles in the amount of One Million Dollars (\$1,000,000) combined single each accident for bodily injury and property damage per occurrence;
- iii. Workers Compensation insurance with statutory limits; and
- iv. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000) each accident/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Automobile Liability policies, as its interest may appear under this Agreement.

- b. LESSEE shall provide certificates of insurance evidencing the coverage required by this Section to the LESSOR within thirty (30) days following receipt of a written request thereof from the LESSOR.
- c. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business in the State of Illinois.
- d. LESSOR's insurance policies required herein shall contain the following endorsement:

“The insurer shall give the City of Moline at least thirty (30) days prior written notice of any intention to cancel, such notice to be given by certified mail, return receipt requested, addressed to: City Attorney, City of Moline, 619 16<sup>th</sup> Street, Moline, IL 61265.”
- e. LESSEE's insurance shall:
  - i. be primary and non-contributory with any insurance or program of self-insurance that may be maintained by LESSOR; and
  - ii. provide a waiver of subrogation, in favor of LESSOR, on the Workers Compensation Policy.
- f. LESSOR will maintain at its own cost 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. LESSOR will include the LESSEE as an additional insured, as its interest may appear under this Agreement.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. This limitation of liability shall not apply to any damage to LESSOR'S water supply or loss of revenue resulting from damage to LESSOR'S water supply that is directly caused by LESSEE's actions on the Property.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure

periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR. After the expiration of the tenth (10<sup>th</sup>) year of the Term, in the event LESSOR has reasonably determined that the Tower is no longer useful for LESSOR's purposes, LESSOR shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSEE. LESSOR and LESSEE may terminate the Agreement at any time by mutual agreement if the Tower poses a threat of imminent danger to public health, safety, or welfare.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have access to the Tower at all times for the sole purpose of installing and maintaining and repairing the equipment listed on Exhibit "B". LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. 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. LESSEE shall provide LESSOR with a list of those individuals and contractors that are authorized to be on the Tower. In the event of an emergency posing a threat to public health, safety and welfare, LESSOR shall have the right to restrict access to the Tower and Premises to LESSEE and to its agents, employees, engineers, or any individuals, in LESSOR'S sole discretion, for a maximum duration of 48 hours, and upon telephonic notice to LESSEE. Notwithstanding, LESSEE shall at all times have unrestricted access to the Land Space for the purpose of installing and maintaining its ground-based equipment. LESSEE agrees to install a StymieLock™ or similar device on the main access gate to the Premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

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, its paint system, its appurtenances or otherwise jeopardize the public health.

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.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR may, but is not required to, supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower, and throughout the Term LESSOR may supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower.

When routine maintenance of the Tower is required, LESSOR shall provide thirty (30) days' notice in writing to LESSEE and LESSEE agrees to temporarily power down its equipment on the Tower for up to, but not longer than, forty-eight (48) hours, at LESSEE's sole

cost and expense. In such case, LESSEE shall have the option to install a temporary installation on the Property during the outage, in a location to be mutually agreed upon by the Parties, to ensure LESSEE's use at the Premises is not interrupted or diminished. LESSOR shall work diligently to complete said routine maintenance as quickly as possible and immediately notify LESSEE at (800) 224-6620 when said maintenance is complete. LESSEE agrees not to power up its equipment on the Tower until it receives such telephonic notice that maintenance is complete. LESSOR will not conduct said routine maintenance more than once during any three-year period.

In the event LESSOR must perform substantial maintenance on the Tower that requires the removal of LESSEE's equipment, LESSOR shall provide written notice to LESSEE no less than ninety (90) days prior to the required date of removal, and shall specify in such notice the date on which LESSEE's equipment must be removed from the Tower (the "Removal Date"). In such case, if possible and upon mutual agreement of the Parties, LESSEE shall be permitted to place a temporary installation on the Property in a location to be mutually agreed upon by the Parties, to ensure LESSEE's use at the Premises is not interrupted or diminished. LESSOR will not require relocation of LESSEE'S equipment for maintenance unless necessary for proper operation of the Tower or maintaining public health and will complete such maintenance in a manner to minimize the length of such relocation. LESSEE shall bear the full cost and expense for relocation of its equipment. In the event LESSEE's equipment is not removed from the Tower by the Removal Date, LESSEE shall pay to LESSOR a daily penalty in the amount of \$100 for every day that LESSEE's equipment remains on the Tower beyond the Removal Date. Further, such failure to comply beyond the Removal Date shall be a material breach of the Agreement and be subject to the terms of Paragraphs 29 and 30 below. In no event shall LESSOR be permitted to remove LESSEE's equipment from the Tower. 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.

In the event of an emergency requiring removal or relocation of LESSEE's equipment from the Tower, LESSEE agrees to perform such removal or relocation as soon as possible after receipt of telephonic notice from LESSOR to (800) 224-6620, but no later than five (5) days after receipt of such notice.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR may not terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of

the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. For purposes of this Agreement, "interference" does not include LESSOR's use on the Property for public utility purposes or uses on neighboring properties that cause electronic or physical obstruction with, or degradation of, LESSEE's signals or frequency. Notwithstanding, LESSOR shall make reasonable efforts to use the Property so as not to cause interference with LESSEE's use under this Agreement. In the event any proposed use of the Property by LESSOR is expected to cause interference with LESSEE's permitted use under this Agreement, LESSOR shall provide LESSEE with at least thirty (30) days advanced written notice of such planned interference and use commercially reasonable efforts to provide LESSEE with an alternate location for its equipment, to minimize disturbance to LESSEE's operations. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL. LESSEE shall, upon the expiration or 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. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent in accordance with Paragraph 17 below, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

On or before the Commencement Date, LESSEE shall provide to LESSOR a removal bond with an entity and in a form and content mutually agreeable to the Parties. The amount of the bond shall be Ten Thousand and 00/100 Dollars (\$10,000.00), and shall be renewed as necessary and kept in full force so long as the LESSEE's communications equipment is located on the Premises. The purpose of the bond is to ensure LESSEE's faithful performance of removal of its equipment and/or improvements on the Premises and the restoration of the Premises pursuant to this Paragraph 16.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the termination of this Agreement. In the event that LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to two hundred percent (200%) of the rent applicable during the month immediately preceding such expiration or earlier termination. Holdover rental amounts will be prorated for each day possession is retained.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a third party, by easement or other legal instrument, an interest in and to that portion of the Tower and or Premises occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Premises or portion thereof to such third person in accordance with the terms and conditions of such third party offer. LESSEE's right of first refusal shall not apply to any offer LESSOR receives from another communications provider wishing to co-locate on the Tower.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Premises or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party, by easement or other legal instrument, an interest in and to that portion of the Tower and or Premises occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event of the sale or transfer of the Premises or LESSOR's grant of a third party easement for the purpose of operating a communications facility, the terms of this Paragraph 19 shall not be interpreted to expand LESSEE's rights existing under the Agreement at the time of said sale, transfer, or grant.

20. 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.

21. 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. LESSOR further covenants upon execution of this Agreement that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. 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. 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.

23. 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.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE, without any approval or consent of the LESSOR, to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. LESSOR must be provided written notice of such sale, assignment or transfer of all or substantially all of LESSEE's assets by merger, acquisition or other business reorganization within thirty (30) days of such and must be provided contact information for the new holder of the Agreement. As to other parties, this Agreement may not be sold, assigned or transferred unless the written consent of the LESSOR is obtained. Said consent of the LESSOR will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. 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, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Moline  
30 18<sup>th</sup> Street  
Moline, IL 61265  
Attn: Greg Swanson – Utilities General Manager

Copy to: City Attorney  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265

LESSEE: GTE Wireless of the Midwest Incorporated  
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.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. 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. If LESSEE records such Memorandum of Lease, then upon termination of this Agreement, LESSEE shall record a release with the Rock Island County Recorder to document that the underlying Lease has been terminated

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days and authorized in writing by LESSOR if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, as determined by the LESSOR. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. 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 and authorized in writing by LESSEE, 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, as determined by the LESSEE. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located, by providing written notice to the addresses set forth in the "NOTICES" provision above; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If either Party so performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting Party shall immediately be owing by the defaulting party, and defaulting Party shall pay to the non-defaulting Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount,

including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises, the Tower or on the Property.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty 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, unless such damage by fire or other casualty is caused by LESSEE or its equipment or operations and use. 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, unless such damage by fire or other casualty is caused by LESSEE or its equipment, operations, or use.

33. 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, with such reduction agreed to in writing by the Parties. 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.

34. 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.

35. 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 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.

36. 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.

37. 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.

[Signature page to follow]

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

**LESSOR:**

**City of Moline**

By: \_\_\_\_\_  
Scott Raes, Mayor

Attest: \_\_\_\_\_  
Tracy Koranda, City Clerk

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Maureen Riggs, City Attorney

**LESSEE:**

**GTE Wireless of the Midwest  
Incorporated d/b/a Verizon Wireless**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "A"  
(Legal Description of Property and Premises)

PROPERTY:

PARCEL 1:

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES WEST, 99.62 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 36.62 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 97.78 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. SAID PREMISES BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, ROCK ISLAND COUNTY, ILLINOIS. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 2:

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 97.78 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.14 FEET TO THE NORTH LINE OF 17TH AVENUE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 93.86 FEET ALONG THE NORTH LINE OF 17TH AVENUE TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PARCEL 3:

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 74.47 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 25.81 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 15 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES WEST, 104.07 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.68 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 101.45 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 4:

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET TO AN IRON STAKE FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 38.45 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 101.45 FEET TO AN IRON STAKE; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 38.10 FEET TO AN IRON STAKE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 99.62 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

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[Legal Descriptions Continued on Next Page]

EXHIBIT "A"  
(continued)

LAND SPACE:

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 36.00 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 36.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 720.0 SQUARE FEET.

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ACCESS RIGHT OF WAY:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 8.73 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 42.50 FEET; THENCE NORTH 21 DEGREES 55 MINUTES 59 SECONDS WEST, 57.45 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 14.03 FEET TO THE EAST LINE OF A PUBLIC ALLEY; THENCE NORTH 03 DEGREES 50 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE, 10.02 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 21.37 FEET; THENCE SOUTH 21 DEGREES 55 MINUTES 59 SECONDS EAST, 57.45 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 25.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 29.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 30.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,431.2 SQUARE FEET.

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UTILITY RIGHTS OF WAY #1:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 23.30 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 09 MINUTES 21 SECONDS WEST, 72.12 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 16 SECONDS WEST, 60.23 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 44 SECONDS WEST, 8.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 16 SECONDS EAST, 68.33 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 21 SECONDS EAST, 80.10 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING.

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UTILITY RIGHTS OF WAY #2:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 2.42 FEET TO THE WEST LINE OF A PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST ALONG SAID WEST LINE 8.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 2.42 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 19.4 SQUARE FEET.

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GAS RIGHT OF WAY:

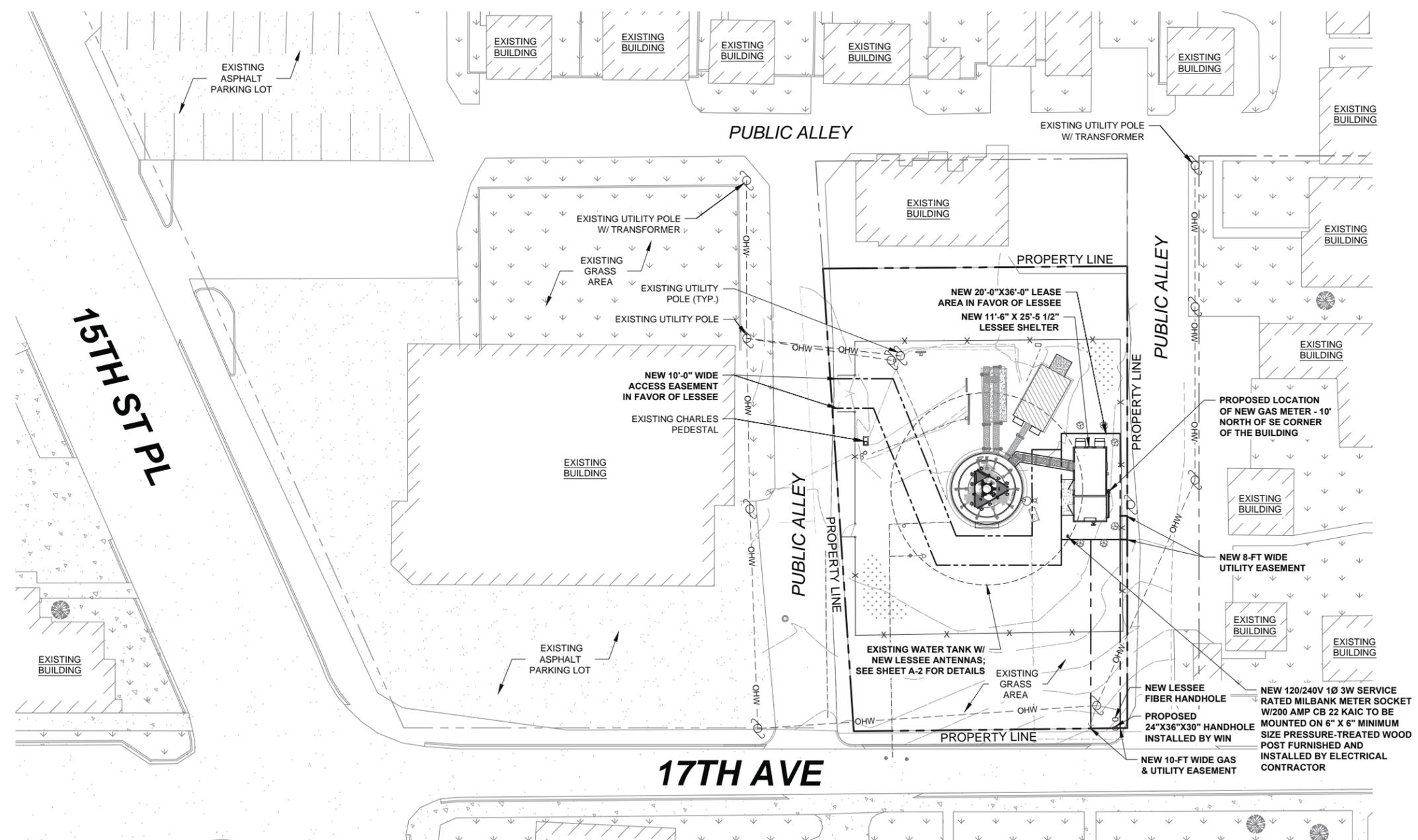
COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 64.13 FEET TO SAID RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST ALONG SAID LINE, 10.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"  
(Lessee's Permitted Equipment on the Tower)

[See attached drawings]

**LEGEND & SYMBOLS**

- UTILITY POLE
- SIGN
- TELCO PEDESTAL
- FIRE HYDRANT
- LIGHT STANDARD
- INLET
- CATCH BASIN
- MANHOLE
- TRAFFIC SIGNAL
- ROW MARKER
- IRON PIPE SET
- IRON PIPE FOUND
- BUFFALO BOX
- GROUNDING TEST WELL
- VALVE BOX
- HORIZONTAL CONTROL POINT
- GENERATOR RECEPTACLE
- HANDICAPPED PARKING SPACE
- DT10 DECIDUOUS TREE W/SIZE
- CT10 CONIFEROUS TREE W/SIZE
- BRUSH
- TREE LINE
- 666 CONTOUR W/ELEVATION
- EXISTING GUARDRAIL
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- OHW- OVERHEAD WIRES
- - - LEASE AREA LINE
- - - UTILITY EASEMENT LINE
- - - UE - - - UNDERGROUND ELECTRIC LINE
- - - UF - - - UNDERGROUND FIBER OPTIC LINE
- - - G - - - UNDERGROUND GAS LINE
- - - T - - - UNDERGROUND TELECOMM. LINE
- - - SS/SA - - - UNDERGROUND STORMS/SANITARY SEWER LINE
- - - W - - - UNDERGROUND WATER LINE
- - - COM - - - UNDERGROUND COMMUNICATION/MONITORING LINE



**IMPORTANT NOTES:**

1. GC TO HIRE PUBLIC JULIE & PRIVATE LOCATE SERVICE IN ORDER TO LOCATE AND PROTECT ANY AND ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
2. THESE PLANS MAY NOT CONTAIN OR REVEAL ALL SUBSURFACE UTILITIES. GC IS RESPONSIBLE OF LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION
3. GC WILL NOT START CONSTRUCTION UNTIL AFTER THEY RECEIVE THE PRE CON PACKAGE AND HAVE A PRE CON WALK WITH THE PM.

**1 OVERALL SITE PLAN**  
SCALE: 3/64"=1'-0" (3/64"=2'-0" IF 11X17 SHEET SIZE)



**GTE WIRELESS  
MIDWEST, INC.**  
d/b/a VERIZON WIRELESS

CONCORDIA, LTD  
A PROFESSIONAL DESIGN FIRM  
LICENSE # 3323-011- D.B.A.  
**CONCORDIA WIRELESS, INC.**  
361 RANDY ROAD  
UNIT 101  
CAROL STREAM, IL 60188  
MAIN: (847) 981-0801

DRAWN BY: NC	CHECKED BY: PS
CHECKED BY: RH	APPROVED BY: GMS

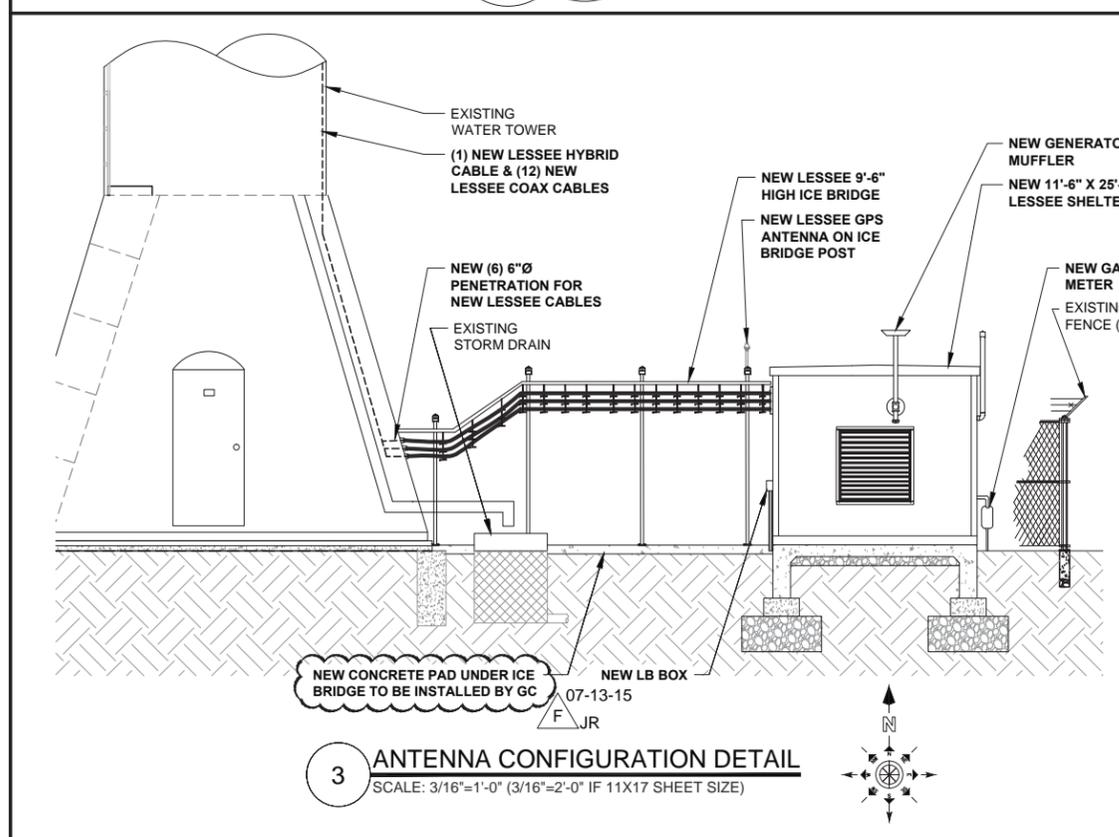
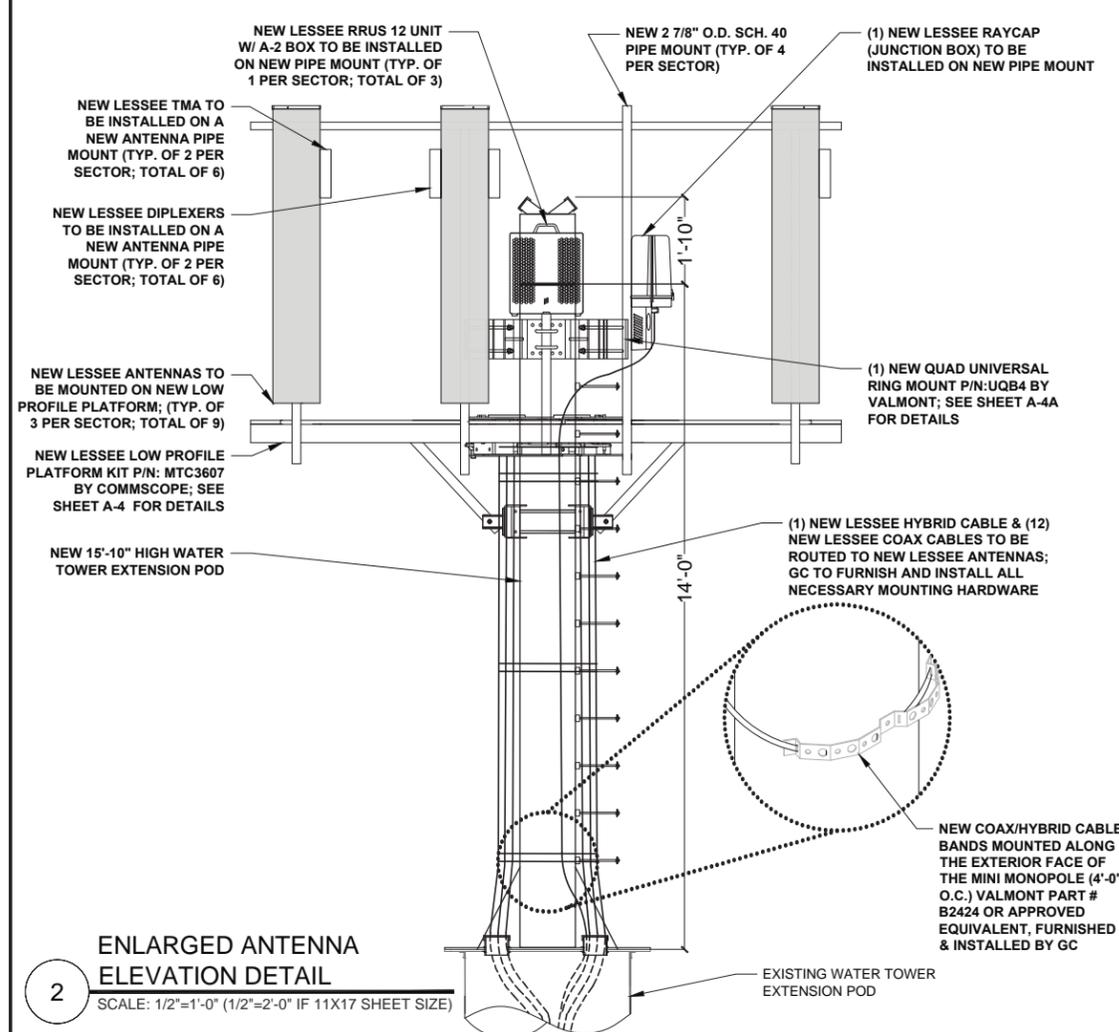
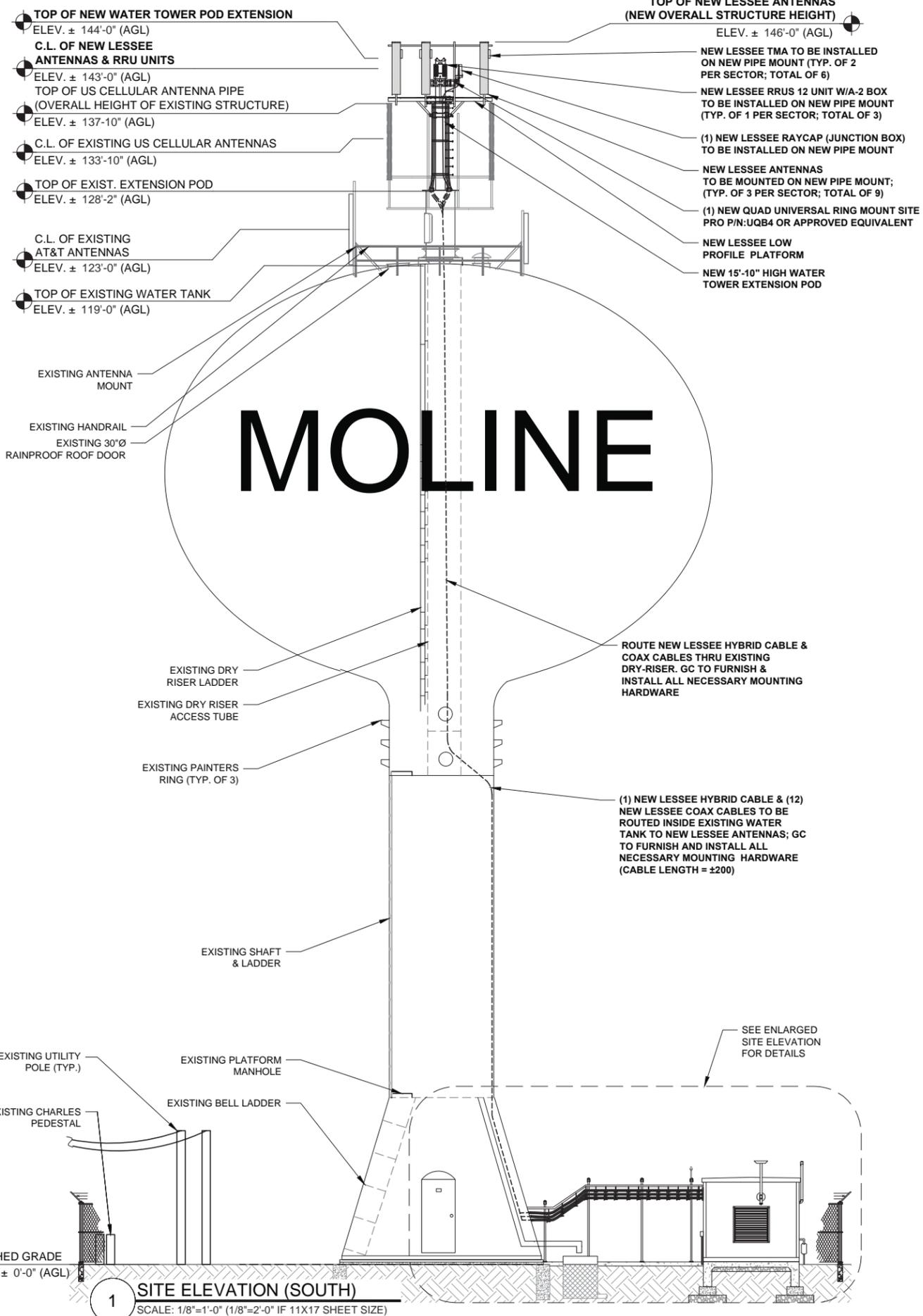


*G y Sadat.*

LOCATION # 288441  
17TH AVE WT  
1531 17TH AVE  
MOLINE, IL 61265

SHEET TITLE:  
**SITE PLAN**

SHEET NUMBER:  
**A-0**



**GTE WIRELESS  
MIDWEST, INC.**  
d/b/a VERIZON WIRELESS

CONCORDIA, LTD  
A PROFESSIONAL DESIGN FIRM  
LICENSE # 3323-011- D.B.A.

**CONCORDIA WIRELESS, INC.**

361 RANDY ROAD  
UNIT 101  
CAROL STREAM, IL 60188  
MAIN: (847) 981-0801

DRAWN BY: NC      CHECKED BY: PS

CHECKED BY: RH      APPROVED BY: GMS

**GHAZWAN M. SADAT**  
062-061844  
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS

*Gy Sadat.*

LOCATION # 288441  
17TH AVE WT  
1531 17TH AVE  
MOLINE, IL 61265

SHEET TITLE:  
TOWER ELEVATION

SHEET NUMBER:  
**A-2** 07-13-15  
F JR

**EQUIPMENT CHANGE REQUEST FORM- ECR**

Cell Name	Browning Park	RF Engineer	Trisha Bhuyan	Cell ID	
Location Number	288441	Market	Rockford	Address	1534 17th Ave
Date of Request	10/8/2015			City/State/Zip	Moline, IL 61265

PROPOSED CONFIGURATION				Configuration			Option-A2					
Sector	Pos	Port	RF Path	Antenna Manufacturer	Antenna Model	Antenna Serial Number	Centerline	Azimuth	Variable Tilt	Mechanical Tilt	Action	
Alpha	A1	L1 (-45)	LTE C - RxTx0	Andrew	SBNHH-1D65B		143	30	4	0	Add- Install	
		L2 (+45)	LTE C - RxTx1						4			
		H1 (-45)	AWS - Rx2						4			
		H2 (+45)	AWS - Rx3						4			
	H3 (-45)	Unused at this time	0									
	H4 (+45)	Unused at this time	0									
	A2	L1 (-45)	Unused at this time									
		L2 (+45)	Unused at this time									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
	A3	L1 (-45)	CEL - RxTx0	Andrew	SBNHH-1D65B		143	30	4	0	0	Add- Install
		L2 (+45)	CEL - RxTx1						4			
		H1 (-45)	Unused at this time						0			
		H2 (+45)	Unused at this time						0			
	A4	L1 (-45)	LTE C - Rx2	Andrew	SBNHH-1D65B		143	30	4	0	0	Add- Install
		L2 (+45)	LTE C - Rx3						4			
H1 (-45)		AWS - RxTx0	4									
H2 (+45)		AWS - RxTx1	4									
Beta	B1	L1 (-45)	LTE C - RxTx0	Andrew	SBNHH-1D65B		143	150	4	0	Add- Install	
		L2 (+45)	LTE C - RxTx1						4			
		H1 (-45)	AWS - Rx2						4			
		H2 (+45)	AWS - Rx3						4			
	H3 (-45)	Unused at this time	0									
	H4 (+45)	Unused at this time	0									
	B2	L1 (-45)	Unused at this time									
		L2 (+45)	Unused at this time									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
	B3	L1 (-45)	CEL - RxTx0	Andrew	SBNHH-1D65B		143	150	4	0	0	Add- Install
		L2 (+45)	CEL - RxTx1						4			
		H1 (-45)	Unused at this time						0			
		H2 (+45)	Unused at this time						0			
	B4	L1 (-45)	LTE C - Rx2	Andrew	SBNHH-1D65B		143	150	4	0	0	Add- Install
		L2 (+45)	LTE C - Rx3						4			
H1 (-45)		AWS - RxTx0	4									
H2 (+45)		AWS - RxTx1	4									
GAMMA	G1	L1 (-45)	LTE C - RxTx0	Andrew	SBNHH-1D65B		143	270	4	0	Add- Install	
		L2 (+45)	LTE C - RxTx1						4			
		H1 (-45)	AWS - Rx2						4			
		H2 (+45)	AWS - Rx3						4			
	H3 (-45)	Unused at this time	0									
	H4 (+45)	Unused at this time	0									
	G2	L1 (-45)	Unused at this time									
		L2 (+45)	Unused at this time									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
	G3	L1 (-45)	CEL - RxTx0	Andrew	SBNHH-1D65B		143	270	4	0	0	Add- Install
		L2 (+45)	CEL - RxTx1						4			
		H1 (-45)	Unused at this time						0			
		H2 (+45)	Unused at this time						0			
	G4	L1 (-45)	LTE C - Rx2	Andrew	SBNHH-1D65B		143	270	4	0	0	Add- Install
		L2 (+45)	LTE C - Rx3						4			
H1 (-45)		AWS - RxTx0	4									
H2 (+45)		AWS - RxTx1	4									
H3 (-45)	Unused at this time	0										
H4 (+45)	Unused at this time	0										

Existing						
Diplexer	Location	Diplexer Manufacturer	Diplexer Model	Count		
	Top (Platform)					
	Bottom (Shelter)					
Coax	Sector	Coax Manufacturer	Type	Size	Count	
	Alpha					
	Beta					
	Gamma					
Proposed						
Passive Components	Location	Manufacturer	Component Model	Count	Action	
	Top (Platform)					
	Top (Platform)	Westell	AWC-TTMA-700C-VG	6	Install	
	Top (Platform)	Ericsson	RRUS 12 - AWS	3	Install	
	Top (Platform)	Ericsson	A2	3	Install	
	Top (Platform)	Raycap	RCMDC-3315-PF-48	1	Install	
	Top (Platform)	ANDREW	CBC78-DF-8-DCB	6	Install	
	Top (Platform)					
	Bottom (Shelter)	Raycap	RCMDC-3315-PF-48	1	Install	
	Bottom (Shelter)	ANDREW	CBC78-DF-8-DCB	6	Install	
Coax	Sector	Coax Manufacturer	Type	Size	Count	Action
	Alpha	ANDREW		1 5/8	4	Install
	Beta	ANDREW		1 5/8	4	Install
	Gamma	ANDREW		1 5/8	4	Install
	AWS	Andrew	HFT1208-24S26-XXX	1 5/8	1	Install

**GTE WIRELESS  
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361 RANDY ROAD  
UNIT 101  
CAROL STREAM, IL 60188  
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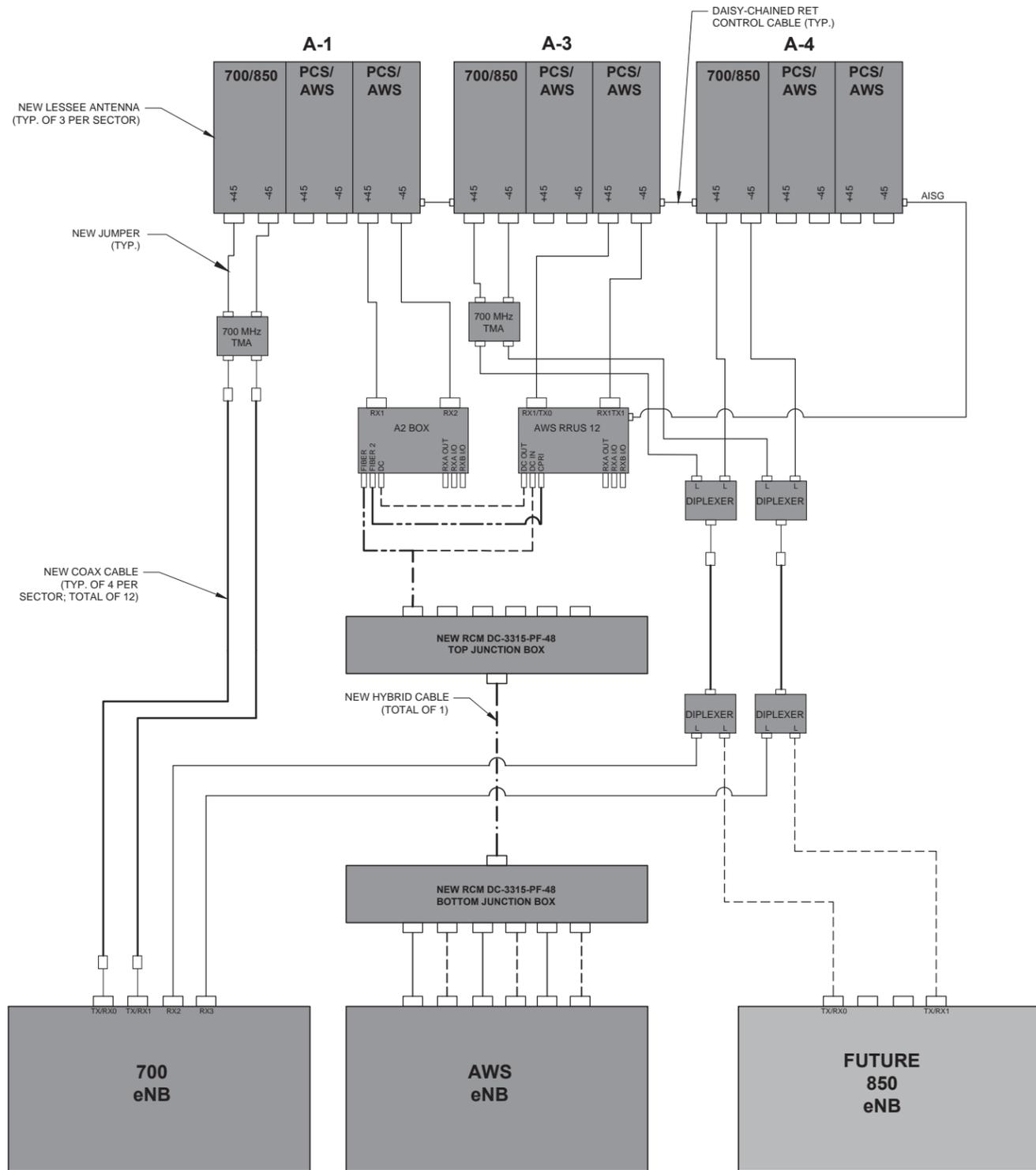
  
**GHAZWAN M. SADAT**  
**062-061844**  
 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS  
*G. Sadat*

LOCATION # 288441  
17TH AVE WT  
1531 17TH AVE  
MOLINE, IL 61265

SHEET TITLE:  
**ECR FORMS, CABLE DATA**

SHEET NUMBER:  
**A-3**

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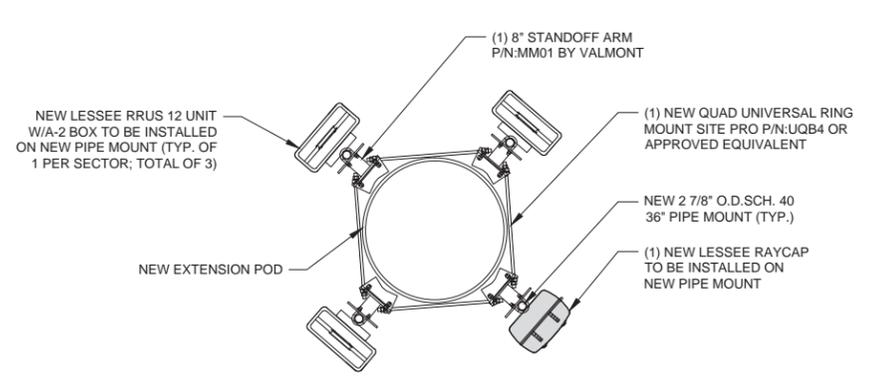


**LEGEND**

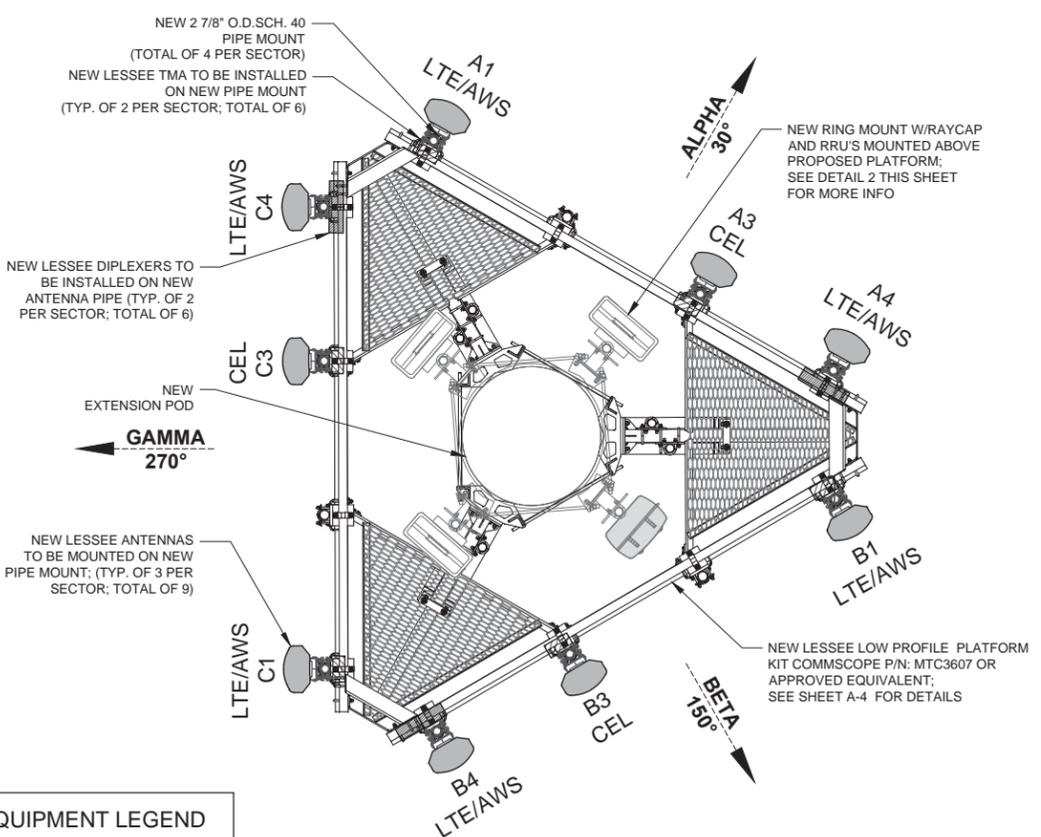
	NEW COAX CABLE
	NEW HYBRID CABLE
	NEW FIBER CABLE
	NEW DC POWER DISTRIBUTION CABLE
	NEW JUMPER CABLE

**1** NEW SCHEMATIC DIAGRAM

**NOTE:**  
GC TO TERMINATE ANY UNUSED ANTENNA PORTS WITH 50 OHMS TERMINATION CAPS



**2** RRU & RAYCAP JUNCTION BOX CONFIGURATION DETAIL  
SCALE: 1/2"=1'-0" (1/2"=2'-0" IF 11X17 SHEET SIZE)



**EQUIPMENT LEGEND**

RAYCAP (JUNCTION BOX)	
ANTENNA	
TMA	
RRUS 12	
DIPLEXERS	

**3** ANTENNA CONFIGURATION DETAIL  
SCALE: 1/2"=1'-0" (1/2"=2'-0" IF 11X17 SHEET SIZE)

**GTE WIRELESS  
MIDWEST, INC.**  
d/b/a VERIZON WIRELESS

CONCORDIA LTD  
A PROFESSIONAL DESIGN FIRM  
LICENSE # 3323-011-D.B.A.  
**CONCORDIA WIRELESS, INC.**  
361 RANDY ROAD  
UNIT 101  
CAROL STREAM, IL 60188  
MAIN: (847) 981-0801

DRAWN BY: NC      CHECKED BY: PS  
CHECKED BY: RH      APPROVED BY: GMS

**GHAZWAN M. SADAT**  
**062-061844**  
LICENSED  
PROFESSIONAL  
ENGINEER  
OF  
ILLINOIS

*Gy Sadat.*

LOCATION # 288441  
17TH AVE WT  
1531 17TH AVE  
MOLINE, IL 61265

SHEET TITLE:  
NEW SCHEMATIC DIAGRAM &  
ANTENNA CONFIGURATION  
DETAILS

SHEET NUMBER:  
**A-3A**

EXHIBIT "C"  
(Survey)

[See attached]

### LEGEND

	Light Post		Found Section Corner Monument
	Power Pole		Found or Set Monument
	Telephone Pedestal		Found or Set Cut Cross
	Fence		Measured
	Railroad Tracks		Record
	Centerline (60.00')		Document Number
	Section Line		Building
	Underground Electric Line		Access Easement
	Underground Fiber Optic Line		Utility Easement
	Underground Communication Line		Gas & Utility Easement
	Underground Gas Line		Lease Site Area
	Underground Storm Line		
	Underground Water Line		
	Above Ground Level		
	Point of Commencement		
	Point of Beginning		

### LOCATION MAP

NOT TO SCALE

### SURVEY NOTES

EASEMENTS AND SETBACKS SHOWN HEREON ARE BASED UPON THE RECORDED SUBDIVISION PLAT UNLESS NOTED OTHERWISE.

THE SURVEYOR EXPRESSES NO OPINION AS TO THE ACCURACY OF ANY UNDERGROUND UTILITIES WHEN NOT READILY VISIBLE FROM THE SURFACE. IT IS RECOMMENDED THAT THE APPROPRIATE GOVERNMENTAL AGENCY, MUNICIPALITY AND/OR UTILITY COMPANY BE CONTACTED FOR VERIFICATION. (Julies Dig No.: A3490361)

THE PERMANENT PARCEL INDEX NUMBER FOR THE PROPERTY ENCOMBERED BY THE LEASE SITE AND EASEMENT HEREON IS 17-05-200-049.

THE FLOOD INSURANCE RATE MAP SHOWS THAT THE PROPERTY DESCRIBED HEREON IS FALLING WITHIN ZONE "X", ACCORDING TO THE COMMUNITY PANEL NUMBER 170591 0310 F, CITY OF MOLINE, MAP NUMBER 17161C0310F, ROCK ISLAND COUNTY, ILLINOIS AND INCORPORATED AREAS, MAP REVISED APRIL 5, 2010. ZONE "X" IS AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, AND IDENTIFIED AS FILE NUMBER: 143547, REFERENCE FILE NUMBER: 021403638, WITH AN EFFECTIVE DATE OF AUGUST 31, 2015.

**BENCHMARK INFO**

SOURCE BENCHMARK: NGS MONUMENT  
 DESIGNATION: ROC74 1A  
 PID: AH3060  
 STATE / COUNTY: IL / ROCK ISLAND  
 USGS QUAD: SILVIS (1991)  
 ELEVATION = 567.33' (NAVD88)

**WATER TOWER HEIGHTS INFO.**

TOP OF ANTENNA PANEL 137.8' AGL  
 BOTTOM OF ANTENNA PANEL 129.8' AGL

TOP OF ANTENNA PANEL 129.5' AGL  
 BOTTOM OF ANTENNA PANEL 121.6' AGL

TOP OF HATCH 128.2' AGL  
 TOP TOP TANK 121.5' AGL

TOP PAINTER RING 69.7' AGL  
 MIDDLE PAINTER RING 64.2' AGL  
 BOTTOM PAINTER RING 58.7' AGL

**JULIES TICKET:**  
 Dig No.: A3490361

### BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, WEST ZONE, NAD83 (2011)

MEAN MAGNETIC DECLINATION OBTAINED FROM U.S.G.S. 7 1/2 MINUTE SERIES MAP MILAN QUADRANGLE STATE OF ILLINOIS - IOWA

LATITUDE: N 41° 29' 45.84"  
 LONGITUDE: W 090° 30' 51.23"  
 AT PROPOSED CENTERLINE OF TOWER  
 COMPLIES WITH F.A.A. 1/A ACCURACY REQUIREMENTS

SCALE: 1" = 25'

11" X 17" PRINT IS THE FULL SCALE FORMAT OF THIS SURVEY. ANY OTHER SIZE IS AT AN ADJUSTED SCALE.

### LEGAL DESCRIPTIONS

SEE SHEET LS-2 (SHEET 2 OF 3) FOR LEASE AREA AND EASEMENTS DETAILS AND SEE SHEET LS-3 (SHEET 3 OF 3) FOR ALL LEGAL DESCRIPTIONS

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }  
 COUNTY OF KENDALL } SS

I, CHARLES S. MARSHALL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON, BEING COMPLETED IN THE FIELD ON 1/2/2015 IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION.

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND BOUNDARY SURVEYS SET FORTH BY ILLINOIS STATE LAW.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 17TH DAY OF SEPTEMBER, A.D. 2015.

CHARLES S. MARSHALL  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3377  
 LICENSE EXPIRES 11/30/2016

NO.	DATE	REVISION
1.	1/2/2014	FIELD SURVEY COMPLETED
2.	1/7/2015	ISSUED PRELIMINARY SURVEY
3.	2/10/2015	REISSUED PRELIMINARY SURVEY
4.	5/11/2015	REISSUED PRELIMINARY SURVEY
5.	5/11/2015	FINAL SURVEY COMPLETED
6.	9/17/2015	REVISED & REISSUED FINAL SURVEY PER NEW TITLE COMMITMENT



PREPARED BY:

# ASMO

ASM Consultants, Inc.  
 16 E. Wilson Street, Batavia, IL 60510  
 Tel (630) 879-0200 Fax (630) 454-3774  
 advanced@advct.com  
 Professional Design Firm #184-006014 expires 4/30/2017

## PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

PREPARED FOR:

**GTE WIRELESS MIDWEST, INC.**  
 limited partnership  
 d/b/a/ Verizon Wireless

**Concordia Wireless**

A division of Concordia Group, Ltd.  
 361 Randy Road, Suite 101  
 Carol Stream, IL 60188

SITE DESIGNATION INFORMATION:

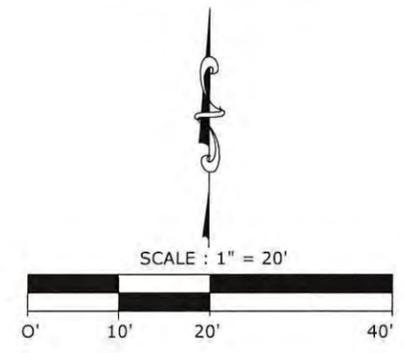
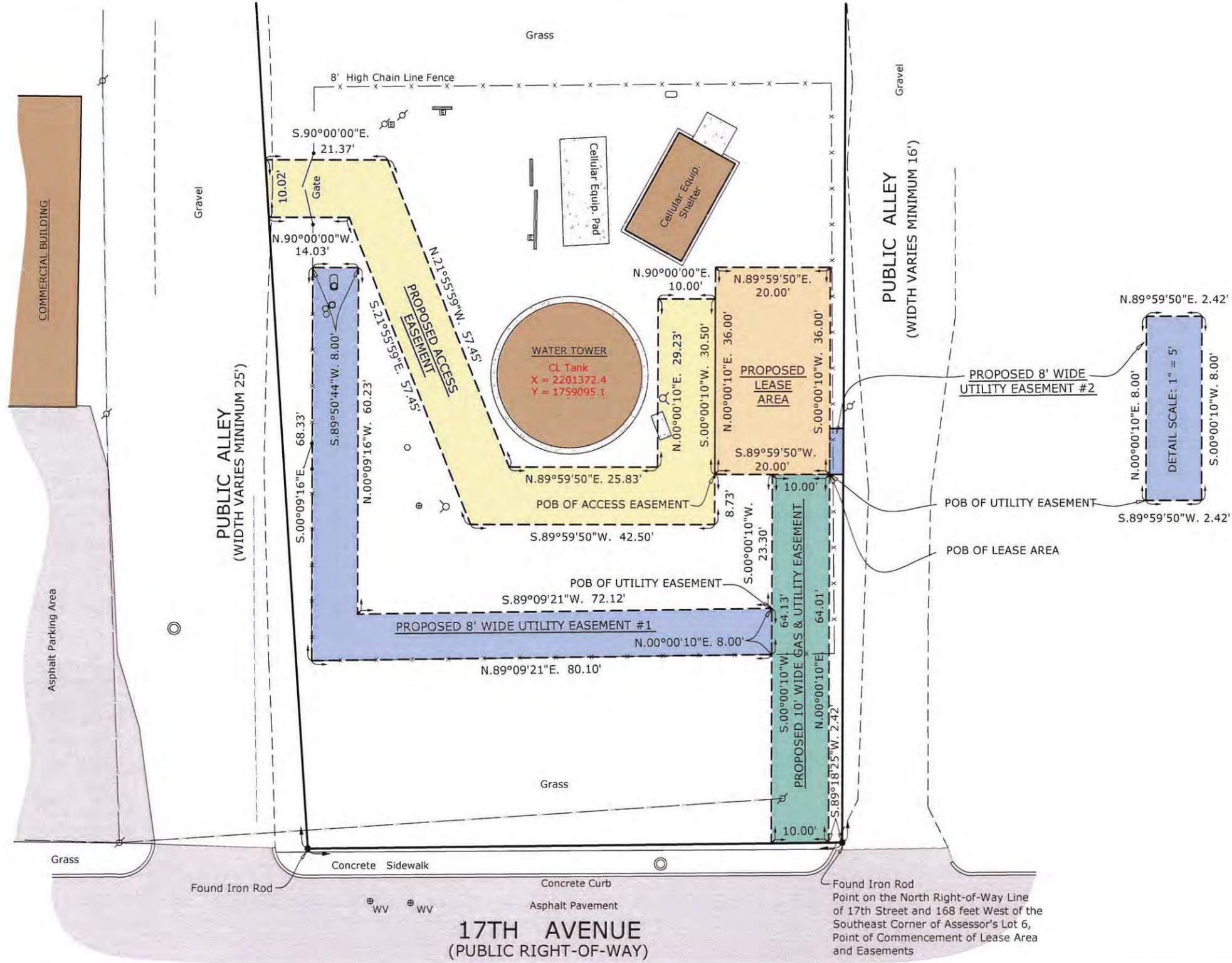
**17TH AVE WT**  
 LOCATION NO.: 288441  
 1531 17TH AVENUE  
 MOLINE, IL 61265

DRAWN BY: PS  
 CHECKED BY: CSM

PROJECT NO. 810005

**LS-1**

SHEET 1 OF 3



PREPARED BY:

**ASM**

ASM Consultants, Inc.  
 16 E. Wilson Street, Batavia, IL 60510  
 Tel (630) 879-0200 Fax (630) 454-3774  
 advanced@advct.com  
 Professional Design Firm #184-006014 expires 4/30/2017

**PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS**

PREPARED FOR:

**GTE WIRELESS MIDWEST, INC.**  
 limited partnership  
 d/b/a/ Verizon Wireless

**Concordia Wireless**  
 A division of Concordia Group, Ltd.  
 361 Randy Road, Suite 101  
 Carol Stream, IL 60188

NO.	DATE	REVISION
1.	1/2/2014	FIELD SURVEY COMPLETED
2.	8/20/2015	FINAL SURVEY COMPLETED
6.	9/17/2015	REVISED & REISSUED FINAL SURVEY PER NEW TITLE COMMITMENT

SITE DESIGNATION INFORMATION:

**17TH AVE WT**  
**LOCATION NO.: 288441**  
**1531 17TH AVENUE**  
**MOLINE, IL 61265**

DRAWN BY: PS  
 CHECKED BY: CSM

**PROJECT NO.**  
**810005**

**LS-2**

**PARENT TRACT LEGAL DESCRIPTION:**

PARCEL 1:  
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES WEST, 99.62 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 36.62 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 97.78 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. SAID PREMISES BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, ROCK ISLAND COUNTY, ILLINOIS. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 2:  
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 97.78 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.14 FEET TO THE NORTH LINE OF 17TH AVENUE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 93.86 FEET ALONG THE NORTH LINE OF 17TH AVENUE TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PARCEL 3:  
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 74.47 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 25.81 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 15 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES WEST, 104.07 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.68 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 101.45 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 4:  
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET TO AN IRON STAKE FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 38.45 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 101.45 FEET TO AN IRON STAKE; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 38.10 FEET TO AN IRON STAKE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 99.62 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

**PROPOSED LEASE AREA LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 36.00 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 36.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 720.0 SQUARE FEET.

**PROPOSED ACCESS EASEMENT LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 8.73 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 42.50 FEET; THENCE NORTH 21 DEGREES 55 MINUTES 59 SECONDS WEST, 57.45 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 14.03 FEET TO THE EAST LINE OF A PUBLIC ALLEY; THENCE NORTH 03 DEGREES 50 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE, 10.02 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 21.37 FEET; THENCE SOUTH 21 DEGREES 55 MINUTES 59 SECONDS EAST, 57.45 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 25.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 29.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 30.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,431.2 SQUARE FEET.

**PROPOSED UTILITY EASEMENT #1 LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 23.30 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 09 MINUTES 21 SECONDS WEST, 72.12 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 16 SECONDS WEST, 60.23 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 44 SECONDS WEST, 8.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 16 SECONDS EAST, 68.33 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 21 SECONDS EAST, 80.10 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,123.1 SQUARE FEET.

**PROPOSED UTILITY EASEMENT #2 LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 2.42 FEET TO THE WEST LINE OF A PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST ALONG SAID WEST LINE 8.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 2.42 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 19.4 SQUARE FEET.

**PROPOSED GAS & UTILITY EASEMENT LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR GAS AND UTILITY EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 64.13 FEET TO SAID RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST ALONG SAID LINE, 10.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 640.6 SQUARE FEET.



PREPARED BY:



ASM Consultants, Inc.  
16 E. Wilson Street, Batavia, IL 60510  
Tel (630) 879-0200 Fax (630) 454-3774  
advanced@advct.com  
Professional Design Firm #184-006014 expires 4/30/2017

**PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS**

PREPARED FOR:

**GTE WIRELESS MIDWEST, INC.**  
limited partnership  
d/b/a/ Verizon Wireless

**Concordia Wireless**

A division of Concordia Group, Ltd.  
361 Randy Road, Suite 101  
Carol Stream, IL 60188

NO.	DATE	REVISION
1.	1/2/2014	FIELD SURVEY COMPLETED
2.	8/20/2015	FINAL SURVEY COMPLETED
6.	9/17/2015	REVISED & REISSUED FINAL SURVEY PER NEW TITLE COMMITMENT

SITE DESIGNATION INFORMATION:

**17TH AVE WT**  
**LOCATION NO.: 288441**  
1531 17TH AVENUE  
MOLINE, IL 61265

DRAWN BY: PS  
CHECKED BY: CSM

PROJECT NO.  
**810005**

**LS-3**

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: Stephens Park WT)

### **MEMORANDUM OF WATER TOWER LEASE AGREEMENT**

This Memorandum of Water Tower Lease Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the City of Moline, an Illinois municipal corporation, with its principal offices located at 619 16<sup>th</sup> Street, Moline, Illinois 61265, hereinafter referred to as “LESSOR”, and GTE Wireless of the Midwest Incorporated, an Indiana corporation d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as “LESSEE”. 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 \_\_\_\_\_, 20\_\_ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the third (3<sup>rd</sup>) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, the Agreement shall continue in force upon the same covenants, terms and conditions for one (1) further term of five (5) years.
2. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's water tower, located at 531 15<sup>th</sup> Avenue, Moline, Illinois, as shown on the Tax Map of Moline as Parcel Identification Number 1706200001, and being part of that real property further described in Deed Book 181 at Page 447 and in Deed Book 187 at Page 386, as recorded in the Office of the Rock Island County Recorder, (the entirety of LESSOR's property is referred to hereinafter as the “Property”), together with a 36' x 20' parcel of land sufficient for installation of LESSEE's equipment building (the “Land Space”); together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks over a twelve foot (12') wide right-of-way (the “Access Right of Way”), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along an eight foot (8') wide right-of-way (“Utility Right of Way”) and a separate eight foot (8') wide right-of-way (“Gas Right of Way”) extending from the nearest public right-of-way, 7<sup>th</sup> Street, to the Land Space. The Tower Space, Land Space, Access Right of Way, Utility Right of Way, and Gas

Right of Way are all hereinafter as the "Premises". The Premises are as described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. In the event any public utility is unable to use the aforementioned rights-of-way, the LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is March 1, 2016.
4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.
5. 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:**

**City of Moline**

By: \_\_\_\_\_  
Scott Raes, Mayor

Attest: \_\_\_\_\_  
Tracy Koranda, City Clerk

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Maureen Riggs, City Attorney

**LESSEE:**

**GTE Wireless of the Midwest Incorporated  
d/b/a Verizon Wireless**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF ROCK ISLAND )

**LESSOR ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that Scott Raes personally came before me this day and acknowledged that he is the Mayor of the City of Moline, an Illinois municipal corporation, and he, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as his own act and deed on behalf of the City of Moline.

WITNESS my hand and official Notarial Seal, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF \_\_\_\_\_ )

**LESSEE ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that s/he is the \_\_\_\_\_ of GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and she, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as her/his own act and deed on behalf of GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

**[WRITTEN METES AND BOUNDS OF THE PREMISES  
AND INGRESS/EGRESS AND UTILITY EASEMENT]**

**PROPERTY:**

BEGINNING AT A POINT WHERE THE WEST LINE OF SEVENTH (7TH) STREET INTERSECTS THE NORTH LINE OF FIFTEENTH (15TH) AVENUE IN THE CITY OF MOLINE, THERE RUN NORTH ALONG THE SAID WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND FORTY FOUR (144) FEET FOR A STARTING POINT, THENCE RUN WEST AT RIGHT ANGLES TO THE WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN NORTH AT RIGHT ANGLES TO THE NORTH LINE OF OF FIFTEENTH (15TH) AVENUE, NINETY EIGHT (98) FEET, THENCE RUN EAST PARALLEL TO THE NORTH LINE OF FIFTEENTH (15TH) AVENUE, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN SOUTH ON THE WEST LINE OF SEVENTH ( 7TH) STREET, NINETY EIGHT (98) FEET TO SAID STARTING POINT, IN COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

---

**LAND SPACE:**

A PARCEL OF LAND FOR LESSEE LEASE AREA PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.00 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 720.0 SQUARE FEET.

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**ACCESS RIGHT OF WAY:**

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 12.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 66.74 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 12.00 FEET TO THE POINT OF BEGINNING.

---

**UTILITY RIGHT OF WAY:**

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 102.64 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 102.57 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 45 MINUTES 51 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 8.00 FEET TO THE POINT OF BEGINNING.

---

**GAS RIGHT OF WAY:**

A PARCEL OF LAND FOR GAS EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

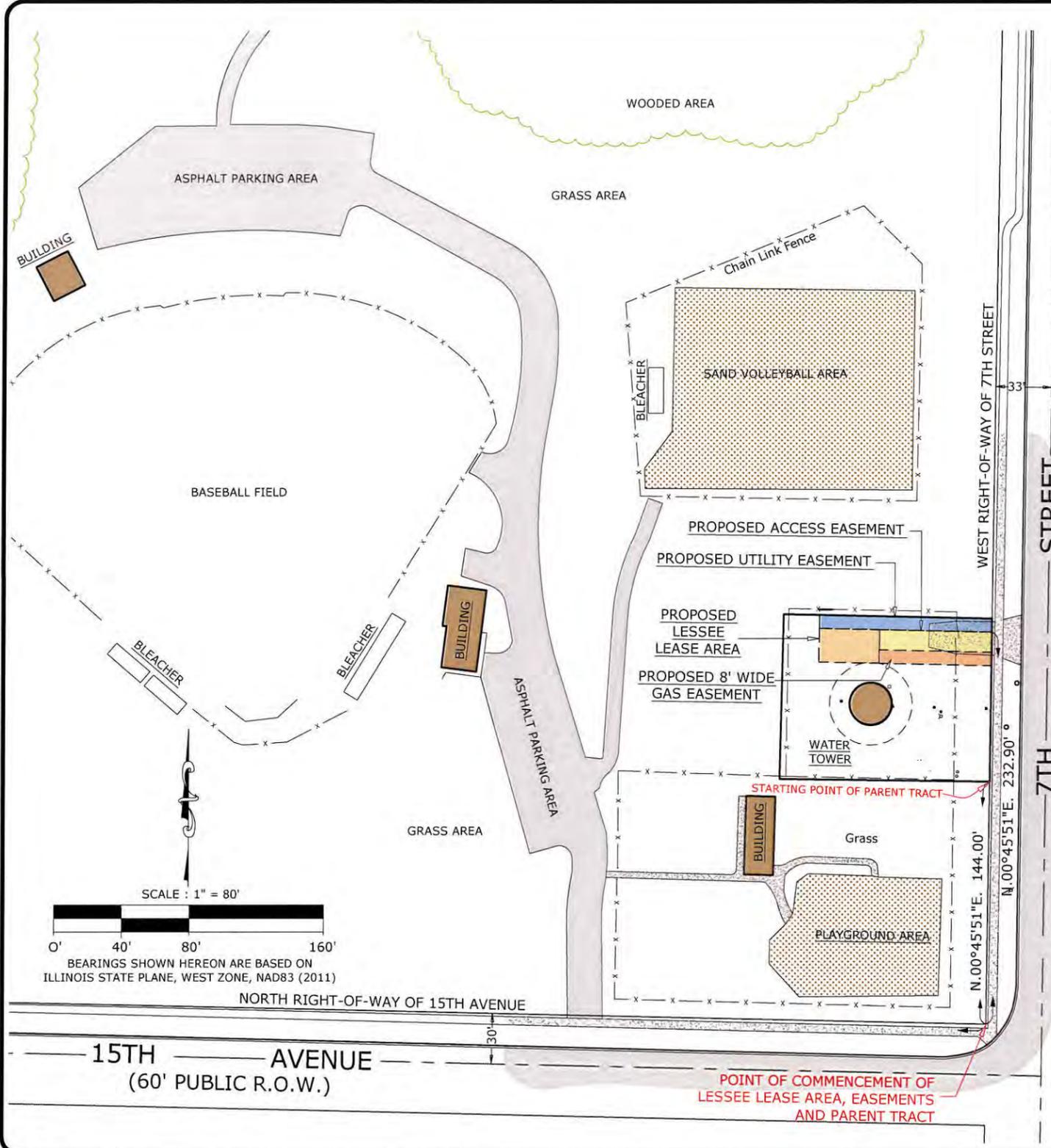
COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 66.81 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 8.00 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.74 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

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

**[see attached survey]**





**PARENT TRACT:**  
 (Part of Exceptions in Deed document number 121186 filed December 10, 1907)

BEGINNING AT A POINT WHERE THE WEST LINE OF SEVENTH (7TH) STREET INTERSECTS THE NORTH LINE OF FIFTEENTH (15TH) AVENUE IN THE CITY OF MOLINE, THERE RUN NORTH ALONG THE SAID WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND FORTY FOUR (144) FEET FOR A STARTING POINT, THENCE RUN WEST AT RIGHT ANGLES TO THE WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN NORTH AT RIGHT ANGLES TO THE NORTH LINE OF FIFTEENTH (15TH) AVENUE, NINETY EIGHT (98) FEET, THENCE RUN EAST PARALLEL TO THE NORTH LINE OF FIFTEENTH (15TH) AVENUE, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN SOUTH ON THE WEST LINE OF SEVENTH ( 7TH) STREET, NINETY EIGHT (98) FEET TO SAID STARTING POINT, IN COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

SAID TRACT OF LAND IS NOW OWNED BY HENRY DEEBELLISHN AND DORA HOESLI.

**PROPOSED LESSEE LEASE AREA LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR LESSEE LEASE AREA PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.00 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 720.0 SQUARE FEET.

**PROPOSED ACCESS EASEMENT LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 66.74 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 12.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 800.3 SQUARE FEET

**PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 102.64 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 102.57 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 45 MINUTES 51 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 8.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 820.8 SQUARE FEET.

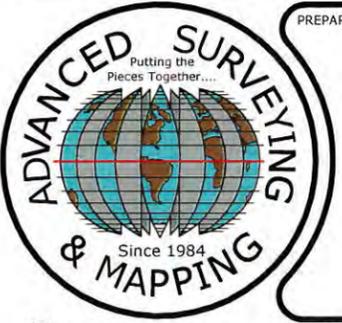
**PROPOSED GAS EASEMENT LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR GAS EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 66.81 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 8.00 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.74 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 534.2 SQUARE FEET.

7. 12/9/2015 REVISED LEASE AREA & EASEMENTS LOCATION PER CLIENT



PREPARED BY:

**ASMO**

ASM Consultants, Inc.  
 16 E. Wilson Street, Batavia, IL 60510  
 Tel (630) 879-0200 Fax (630) 454-4774  
 advanced@advct.com  
 Professional Design Firm #184-006014 expires 4/30/2015

**PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS**

PREPARED FOR:

**GTE WIRELESS MIDWEST, INC.**  
 limited partnership  
 d/b/a/ Verizon Wireless

**Concordia Wireless**  
 A division of Concordia Group, Ltd.  
 361 Randy Road, Suite 101  
 Carol Stream, IL 60188

NO.	DATE	REVISION
4.	4/8/2015	REISSUED PRELIMINARY SURVEY
5.	4/24/2015	FINAL SURVEY COMPLETED
6.	12/1/2015	REVISED GAS EASEMENT LOCATION PER CLIENT

SITE DESIGNATION INFORMATION:

**STEPHENS PARK**  
**LOCATION NO.: 288442**  
 531 15TH AVENUE  
 MOLINE, IL 61265

DRAWN BY: PS  
 CHECKED BY: CSM

PROJECT NO.  
**810006A**

**LS-2**

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: Browning Park WT)

### **MEMORANDUM OF WATER TOWER LEASE AGREEMENT**

This Memorandum of Water Tower Lease Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the City of Moline, an Illinois municipal corporation, with its principal offices located at 619 16<sup>th</sup> Street, Moline, Illinois 61265, hereinafter referred to as “LESSOR”, and GTE Wireless of the Midwest Incorporated, an Indiana corporation d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as “LESSEE”. 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 \_\_\_\_\_, 20\_\_ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the third (3<sup>rd</sup>) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, the Agreement shall continue in force upon the same covenants, terms and conditions for one (1) further term of five (5) years.
2. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's water tower, located at 1531 17<sup>th</sup> Avenue, Moline, Illinois, as shown on the Tax Map of Moline as Parcel Identification Number 080160200, and being part of that real property further described in Document No. 897245, as recorded in the Office of the Rock Island County Recorder, (the entirety of LESSOR's property is referred to hereinafter as the “Property”), together with a 36' x 20' parcel of land sufficient for installation of LESSEE's equipment building (the “Land Space”); together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks over a ten foot (10') wide right-of-way (the “Access Right of Way”), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along two (2) eight foot (8') wide rights-of-way (“Utility Rights of Way”) and a separate ten foot (10') wide right-of-way (“Gas Right of Way”) extending from the nearest public right-of-way, 17<sup>th</sup> Avenue, to the Land Space. The Tower Space, Land Space, Access Right of Way, Utility Rights of Way, and Gas Right of Way are all hereinafter as the "Premises". The

Premises are as described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. In the event any public utility is unable to use the aforementioned rights-of-way, the LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is March 1, 2016.
4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.
5. 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:**

**City of Moline**

By: \_\_\_\_\_  
Scott Raes, Mayor

Attest: \_\_\_\_\_  
Tracy Koranda, City Clerk

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Maureen Riggs, City Attorney

**LESSEE:**

**GTE Wireless of the Midwest Incorporated  
d/b/a Verizon Wireless**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF ROCK ISLAND )

**LESSOR ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that Scott Raes personally came before me this day and acknowledged that he is the Mayor of the City of Moline, an Illinois municipal corporation, and he, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as his own act and deed on behalf of the City of Moline.

WITNESS my hand and official Notarial Seal, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF \_\_\_\_\_ )

**LESSEE ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that s/he is the \_\_\_\_\_ of GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and she, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as her/his own act and deed on behalf of GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

**[WRITTEN METES AND BOUNDS OF THE PREMISES  
AND INGRESS/EGRESS AND UTILITY EASEMENT]**

**PROPERTY:**

**PARCEL 1:**

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES WEST, 99.62 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 36.62 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 97.78 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. SAID PREMISES BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, ROCK ISLAND COUNTY, ILLINOIS. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

**PARCEL 2:**

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 97.78 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.14 FEET TO THE NORTH LINE OF 17TH AVENUE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 93.86 FEET ALONG THE NORTH LINE OF 17TH AVENUE TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

**PARCEL 3:**

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 74.47 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 25.81 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 15 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES WEST, 104.07 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.68 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 101.45 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

**PARCEL 4:**

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET TO AN IRON STAKE FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 38.45 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 101.45 FEET TO AN IRON STAKE; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 38.10 FEET TO AN IRON STAKE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 99.62 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

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[Legal Descriptions Continued on Next Page]

**EXHIBIT "A"**  
(continued)

**LAND SPACE:**

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 36.00 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 36.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 720.0 SQUARE FEET.

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**ACCESS RIGHT OF WAY:**

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 8.73 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 42.50 FEET; THENCE NORTH 21 DEGREES 55 MINUTES 59 SECONDS WEST, 57.45 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 14.03 FEET TO THE EAST LINE OF A PUBLIC ALLEY; THENCE NORTH 03 DEGREES 50 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE, 10.02 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 21.37 FEET; THENCE SOUTH 21 DEGREES 55 MINUTES 59 SECONDS EAST, 57.45 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 25.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 29.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 30.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,431.2 SQUARE FEET.

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**UTILITY RIGHTS OF WAY #1:**

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 23.30 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 09 MINUTES 21 SECONDS WEST, 72.12 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 16 SECONDS WEST, 60.23 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 44 SECONDS WEST, 8.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 16 SECONDS EAST, 68.33 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 21 SECONDS EAST, 80.10 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING.

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**UTILITY RIGHTS OF WAY #2:**

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 2.42 FEET TO THE WEST LINE OF A PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST ALONG SAID WEST LINE 8.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 2.42 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 19.4 SQUARE FEET.

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**GAS RIGHT OF WAY:**

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 64.13 FEET TO SAID RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST ALONG SAID LINE, 10.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

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

**[see attached survey]**

### LEGEND

	Light Post		Found Section Corner Monument
	Power Pole		Found or Set Monument
	Telephone Pedestal		Found or Set Cut Cross
	Fence		Measured
	Railroad Tracks		Record
	Centerline (60.00')		Document Number
	Section Line		Building
	Underground Electric Line		Access Easement
	Underground Fiber Optic Line		Utility Easement
	Underground Communication Line		Gas & Utility Easement
	Underground Gas Line		Lease Site Area
	Underground Storm Line		
	Underground Water Line		
	Above Ground Level		
	Point of Commencement		
	Point of Beginning		

### LOCATION MAP

NOT TO SCALE

### SURVEY NOTES

EASEMENTS AND SETBACKS SHOWN HEREON ARE BASED UPON THE RECORDED SUBDIVISION PLAT UNLESS NOTED OTHERWISE.

THE SURVEYOR EXPRESSES NO OPINION AS TO THE ACCURACY OF ANY UNDERGROUND UTILITIES WHEN NOT READILY VISIBLE FROM THE SURFACE. IT IS RECOMMENDED THAT THE APPROPRIATE GOVERNMENTAL AGENCY, MUNICIPALITY AND/OR UTILITY COMPANY BE CONTACTED FOR VERIFICATION. (Julies Dig No.: A3490361)

THE PERMANENT PARCEL INDEX NUMBER FOR THE PROPERTY ENCUMBERED BY THE LEASE SITE AND EASEMENT HEREON IS 17-05-200-049.

THE FLOOD INSURANCE RATE MAP SHOWS THAT THE PROPERTY DESCRIBED HEREON IS FALLING WITHIN ZONE "X", ACCORDING TO THE COMMUNITY PANEL NUMBER 170591 0310 F, CITY OF MOLINE, MAP NUMBER 17161C0310F, ROCK ISLAND COUNTY, ILLINOIS AND INCORPORATED AREAS, MAP REVISED APRIL 5, 2010. ZONE "X" IS AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, AND IDENTIFIED AS FILE NUMBER: 143547, REFERENCE FILE NUMBER: 021403638, WITH AN EFFECTIVE DATE OF AUGUST 31, 2015.

**BENCHMARK INFO**

SOURCE BENCHMARK: NGS MONUMENT  
 DESIGNATION: ROC74 1A  
 PID: AH3060  
 STATE / COUNTY: IL / ROCK ISLAND  
 USGS QUAD: SILVIS (1991)  
 ELEVATION = 567.33' (NAVD88)

**WATER TOWER HEIGHTS INFO.**

TOP OF ANTENNA PANEL 137.8' AGL  
 BOTTOM OF ANTENNA PANEL 129.8' AGL

TOP OF ANTENNA PANEL 129.5' AGL  
 BOTTOM OF ANTENNA PANEL 121.6' AGL

TOP OF HATCH 128.2' AGL  
 TOP TOP TANK 121.5' AGL

TOP PAINTER RING 69.7' AGL  
 MIDDLE PAINTER RING 64.2' AGL  
 BOTTOM PAINTER RING 58.7' AGL

**JULIES TICKET:**  
Dig No.: A3490361

### BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, WEST ZONE, NAD83 (2011)

MEAN MAGNETIC DECLINATION OBTAINED FROM U.S.G.S. 7 1/2 MINUTE SERIES MAP MILAN QUADRANGLE STATE OF ILLINOIS - IOWA

LATITUDE: N 41° 29' 45.84"  
 LONGITUDE: W 090° 30' 51.23"  
 AT PROPOSED CENTERLINE OF TOWER  
 COMPLIES WITH F.A.A. 1/A ACCURACY REQUIREMENTS

SCALE: 1" = 25'

11" X 17" PRINT IS THE FULL SCALE FORMAT OF THIS SURVEY. ANY OTHER SIZE IS AT AN ADJUSTED SCALE.

### LEGAL DESCRIPTIONS

SEE SHEET LS-2 (SHEET 2 OF 3) FOR LEASE AREA AND EASEMENTS DETAILS AND SEE SHEET LS-3 (SHEET 3 OF 3) FOR ALL LEGAL DESCRIPTIONS

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }  
 COUNTY OF KENDALL } SS

I, CHARLES S. MARSHALL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON, BEING COMPLETED IN THE FIELD ON 1/2/2015 IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION.

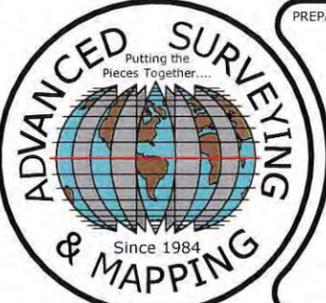
THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND BOUNDARY SURVEYS SET FORTH BY ILLINOIS STATE LAW.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 17TH DAY OF SEPTEMBER, A.D. 2015.

CHARLES S. MARSHALL  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3377  
 LICENSE EXPIRES 11/30/2016

NO.	DATE	REVISION
1.	1/2/2014	FIELD SURVEY COMPLETED
2.	1/7/2015	ISSUED PRELIMINARY SURVEY
3.	2/10/2015	REISSUED PRELIMINARY SURVEY
4.	5/11/2015	REISSUED PRELIMINARY SURVEY
5.	5/11/2015	FINAL SURVEY COMPLETED
6.	9/17/2015	REVISED & REISSUED FINAL SURVEY PER NEW TITLE COMMITMENT



PREPARED BY:

# ASMO

ASM Consultants, Inc.  
 16 E. Wilson Street, Batavia, IL 60510  
 Tel (630) 879-0200 Fax (630) 454-3774  
 advanced@advct.com  
 Professional Design Firm #184-006014 expires 4/30/2017

## PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

PREPARED FOR:

**GTE WIRELESS MIDWEST, INC.**  
 limited partnership  
 d/b/a/ Verizon Wireless

**Concordia Wireless**

A division of Concordia Group, Ltd.  
 361 Randy Road, Suite 101  
 Carol Stream, IL 60188

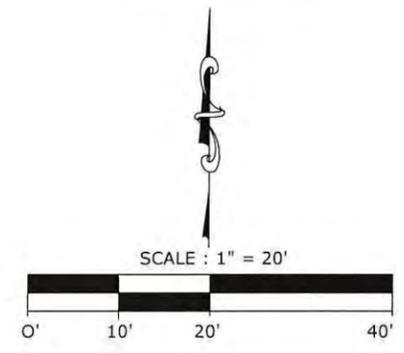
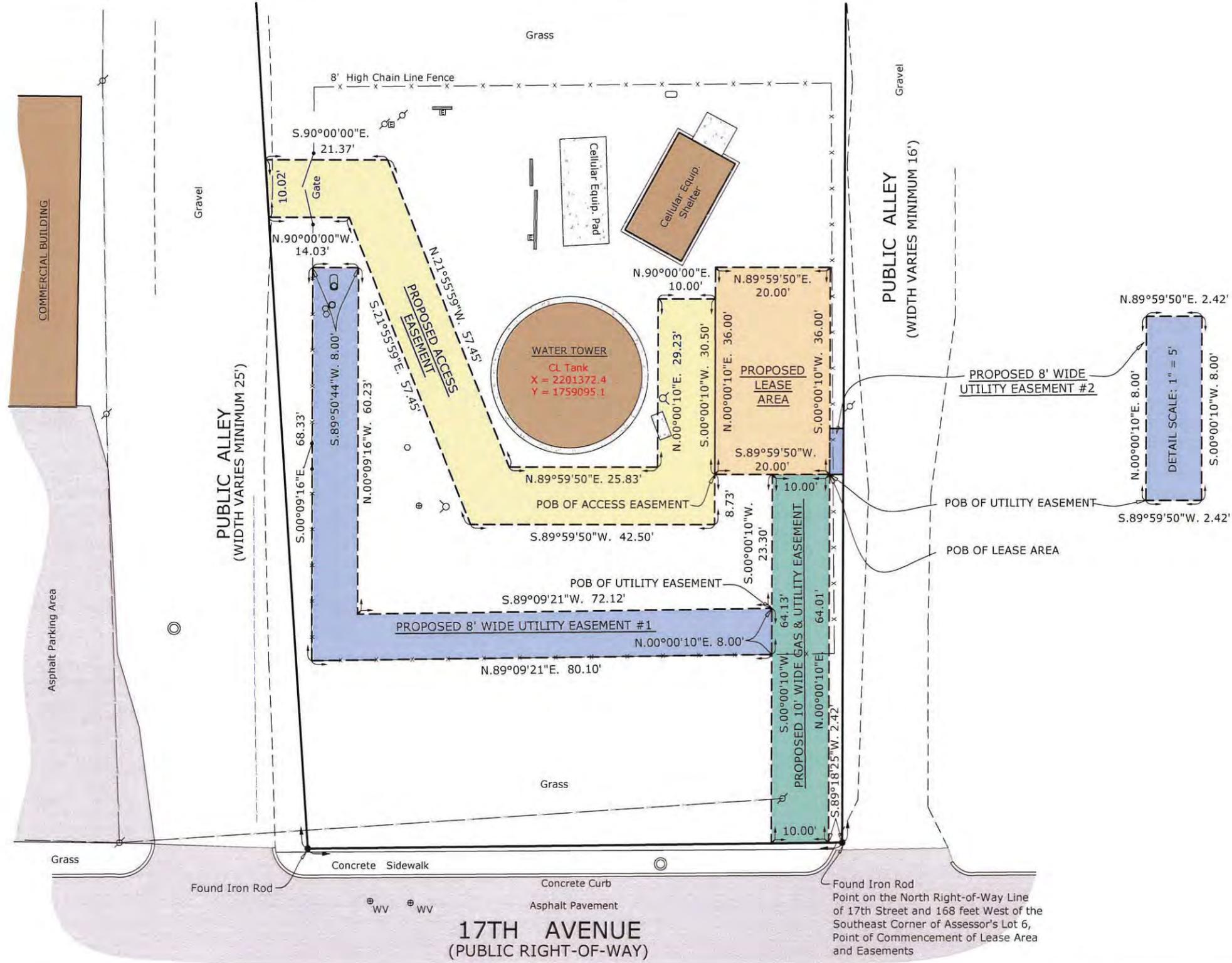
SITE DESIGNATION INFORMATION:

**17TH AVE WT**  
**LOCATION NO.: 288441**  
**1531 17TH AVENUE**  
**MOLINE, IL 61265**

DRAWN BY: PS  
 CHECKED BY: CSM

PROJECT NO. 810005

**LS-1**



PREPARED BY:

**ASM**

ASM Consultants, Inc.  
 16 E. Wilson Street, Batavia, IL 60510  
 Tel (630) 879-0200 Fax (630) 454-3774  
 advanced@advct.com  
 Professional Design Firm #184-006014 expires 4/30/2017

**PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS**

PREPARED FOR:

**GTE WIRELESS MIDWEST, INC.**  
 limited partnership  
 d/b/a/ Verizon Wireless

**Concordia Wireless**  
 A division of Concordia Group, Ltd.  
 361 Randy Road, Suite 101  
 Carol Stream, IL 60188

NO.	DATE	REVISION
1.	1/2/2014	FIELD SURVEY COMPLETED
2.	8/20/2015	FINAL SURVEY COMPLETED
6.	9/17/2015	REVISED & REISSUED FINAL SURVEY PER NEW TITLE COMMITMENT

SITE DESIGNATION INFORMATION:

**17TH AVE WT**  
**LOCATION NO.: 288441**  
**1531 17TH AVENUE**  
**MOLINE, IL 61265**

DRAWN BY: PS  
 CHECKED BY: CSM

**PROJECT NO. 810005**

**LS-2**

PARENT TRACT LEGAL DESCRIPTION:

PARCEL 1:  
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES WEST, 99.62 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 36.62 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 97.78 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. SAID PREMISES BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, ROCK ISLAND COUNTY, ILLINOIS. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 2:  
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 97.78 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.14 FEET TO THE NORTH LINE OF 17TH AVENUE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 93.86 FEET ALONG THE NORTH LINE OF 17TH AVENUE TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PARCEL 3:  
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 74.47 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 25.81 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 15 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES WEST, 104.07 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.68 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 101.45 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 4:  
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET TO AN IRON STAKE FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 38.45 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 101.45 FEET TO AN IRON STAKE; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 38.10 FEET TO AN IRON STAKE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 99.62 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PROPOSED LEASE AREA LEGAL DESCRIPTION:

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 36.00 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 36.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 720.0 SQUARE FEET.

PROPOSED ACCESS EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 8.73 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 42.50 FEET; THENCE NORTH 21 DEGREES 55 MINUTES 59 SECONDS WEST, 57.45 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 14.03 FEET TO THE EAST LINE OF A PUBLIC ALLEY; THENCE NORTH 03 DEGREES 50 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE, 10.02 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 21.37 FEET; THENCE SOUTH 21 DEGREES 55 MINUTES 59 SECONDS EAST, 57.45 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 25.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 29.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 30.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,431.2 SQUARE FEET.

PROPOSED UTILITY EASEMENT #1 LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 23.30 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 09 MINUTES 21 SECONDS WEST, 72.12 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 16 SECONDS WEST, 60.23 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 44 SECONDS WEST, 8.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 16 SECONDS EAST, 68.33 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 21 SECONDS EAST, 80.10 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,123.1 SQUARE FEET.

PROPOSED UTILITY EASEMENT #2 LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 2.42 FEET TO THE WEST LINE OF A PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST ALONG SAID WEST LINE 8.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 2.42 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 19.4 SQUARE FEET.

PROPOSED GAS & UTILITY EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR GAS AND UTILITY EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 64.13 FEET TO SAID RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST ALONG SAID LINE, 10.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 640.6 SQUARE FEET.



PREPARED BY:



ASM Consultants, Inc.  
16 E. Wilson Street, Batavia, IL 60510  
Tel (630) 879-0200 Fax (630) 454-3774  
advanced@advct.com  
Professional Design Firm #184-006014 expires 4/30/2017

**PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS**

PREPARED FOR:

**GTE WIRELESS MIDWEST, INC.**  
limited partnership  
d/b/a/ Verizon Wireless

**Concordia Wireless**

A division of Concordia Group, Ltd.  
361 Randy Road, Suite 101  
Carol Stream, IL 60188

NO.	DATE	REVISION
1.	1/2/2014	FIELD SURVEY COMPLETED
2.	8/20/2015	FINAL SURVEY COMPLETED
6.	9/17/2015	REVISED & REISSUED FINAL SURVEY PER NEW TITLE COMMITMENT

SITE DESIGNATION INFORMATION:

**17TH AVE WT**  
**LOCATION NO.: 288441**  
**1531 17TH AVENUE**  
**MOLINE, IL 61265**

DRAWN BY: PS  
CHECKED BY: CSM

PROJECT NO.  
**810005**

**LS-3**

MOLINE LITTLE LEAGUE-RIVERSIDE BASEBALL COMPLEX LEASE

The lease made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the City of Moline, an Illinois municipal corporation, by and through its Park and Recreation Board of Directors, as Lessor (hereinafter: Lessor), and the Moline Little League, an Illinois not-for-profit corporation, as Lessee (hereinafter: Lessee).

WITNESSETH:

That Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by the Lessee to be kept and performed, does hereby demise, lease, and let unto said Lessee those certain premises in the City of Moline, County of Rock Island, State of Illinois, as hereinafter set forth, subject to all such conditions, promises and agreements incorporated herein.

- I. **TERMS OF LEASE; CANCELLATION.** The term of this lease shall be five (5) years, commencing on the first (1st) day of January, 2016, and terminating on the last day of December, 2020. However, Lessee shall have a five (5) year renewal option, to be forwarded in writing to the Lessor by December 1, 2020. In the event of any material breach of this lease agreement by the Lessee, the Lessor shall have the right to terminate this lease according to the terms and conditions of default, remedies and notice herein provided. The Lessee shall have the right to terminate this lease before the end of the term, and prior to the renewal option, upon giving a ninety (90) day written notice of such termination to Lessor at the address provided herein. The Lessee and Lessor shall review this lease and negotiate changes in terms or conditions when the renewal option discussed above is provided to Lessee by Lessor.
- II. **RENT.** Rent payable hereunder shall be two hundred fifty dollar (\$250.00) per year, annually beginning January 1, 2016 and payable on January 1 each subsequent year. A five dollar (\$5.00) per participant fee shall be collected by the Lessor from the Lessee in September of each subsequent year to offset maintenance cost accrued by the Lessor at both Riverside and Milt Hand Softball Complex at Greenvally.
- III. **THE PREMISES.** The Premises leased by Lessor to Lessee is shown on Exhibit A attached hereto and incorporated herein by reference (hereinafter: Premises), and commonly described as the Riverside Park area consisting of the five (5) baseball diamonds and related facilities including the batting cage, shelters, concession stand, and bleachers, for the sole exclusive use of Lessee. The Lessee shall also have use of the north bay of the garage adjacent on the south side of the baseball diamonds for Lessee's storage purposes.
- IV. **DUTY TO MAINTAIN PREMISES.** It shall be the duty of the Lessor to open in the spring and winterize in the fall all buildings on the Premises. It is the duty of the Lessee, from April through October of each lease year, to:
  - a. maintain the exterior of any building, including the adjacent garage;
  - b. provide maintenance to include mowing, fertilization, weed control, grass

- clipping removal;
- c. interior and exterior cleaning of dugouts;
- d. removal of all trash from containers within the Premises' fences;
- e. trash and litter pickup within the Premises' fences, concession stand, storage facilities, and batting cage;
- f. garden and shrub maintenance for areas inside the baseball fences and to areas immediately outside and/or adjacent to fences, backstops, dugouts, and walkways as deemed necessary; and
- g. mow all diamonds and designated areas (see Exhibit A). In the event Lessor must mow the diamonds at the conclusion of all baseball activities, a fee will be assessed to Lessee. Those areas on the hillside on diamond three (3) must be mowed by Lessee using a hand mower.

V. **ASSIGNMENT, SUBLEASE AND MORTGAGE.** Lessee may not sublease or assign said Premises to other organizations unless:

- a. the organization conducts similar or related services as Lessee, as set forth in paragraph IX of this lease; and
- b. Lessor gives its express written consent to such sublease or assignment prior to execution between Lessee and sub-lessee.

Consent of Lessor does not release or discharge Lessee from its obligations hereunder.

Sub-lessee shall provide insurance coverage as required by the Lessor naming the City of Moline and its agents and employees as additional insured. Sub-lessee shall also adhere and agree to all indemnification paragraphs identical to Lessee's as set forth in this lease. Lessee shall provide \$5.00 per participant of all sub-lease rental fees to Lessor. These fees are in addition to paragraph II, "RENT," of this lease. Lessee assumes responsibility for all actions of sub-lessee. Sub-leasing to organizations conducting services dissimilar to or not related to Lessee's shall not be allowed except by specific prior approval from Lessor.

VI. **LESSEE'S ACCEPTANCE, MAINTENANCE, AND SURRENDER OF PREMISES.** Lessee represents that Lessee has inspected and examined the demised Premises and accepts it in its present condition, and agrees that Lessor shall not be required to make any improvements or repairs whatsoever in or upon the Premises demised or any part thereof. Lessee agrees to keep said Premises safe and in good condition at all times during the term hereof. At the end or termination of the term hereby demised, Lessee covenants to surrender and deliver up the Premises in as good as condition as it now is, or may hereafter be put, destruction by fire, reasonable use, ordinary wear and tear, and the effects of time excepted. Lessee further agrees to leave said Premises free from all nuisance and dangerous and defective conditions. Lessee's duty shall extend to maintaining athletic fields, turf, fencing, scoreboards, backstops, and related baseball structures.

VII. HOLD HARMLESS/INDEMNIFY.

- a. In consideration for permission to use the Premises and Lessor's property as granted above, Lessee hereby agrees to defend, hold harmless and indemnify Lessor, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Premises and Lessor's property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the permission to use and/or use of the Premises and Lessor's property granted hereinunder, unless caused or contributed to by the willful acts or omissions of Lessor, its officers, directors, employees, agents or assigns, in which case Lessee shall have no duty to defend, hold harmless or indemnify.
- b. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

VIII. INSURANCE COVERAGE. Lessee shall, throughout the term of this Lease and at Lessee's expense, carry and keep in full force and effect comprehensive general liability insurance with respect to the Premises, with a carrier and in a form satisfactory to Lessor, which policy or policies shall:

- a. Have limits of \$1,000,000.00 per occurrence personal injury and \$1,000,000.00 property damage, or \$1,000,000.00 per occurrence personal injury and property damage combined single limit;
- b. Have premises rented liability coverage with a minimum limit of \$1,000,000;
- c. Have medical payments general liability coverage limits of \$10,000.00;
- d. Name Lessor as an additional insured party;
- e. Contain a clause that the insurance carrier will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice in a form similar to that attached hereto as Exhibit B;
- f. Contain fire and extended perils insurance covering Lessee's own property and insuring Lessee's possessions on the Premises; Lessor shall have no duty to insure Lessee's possessions, the possessions of Lessee's guests, invitees or permittees, or to replace same in the event of any calamity, disaster, vandalism or theft;
- g. Each such policy of insurance shall contain a waiver of subrogation provision; and
- h. Shall extend to acts or occurrences occurring on the Premises which are related to Lessee's actions or business.

Certificates of all insurance coverage shall be delivered to Lessor seven (7) days prior to the Commencement Date and on an annual basis hereafter.

IX. PURPOSE OF PREMISES ALLOWED USE. Said Premises shall be used for the following purposes and for no other purpose whatsoever: all baseball activities, such as, practices,

league games, tournaments, and their support services of parking, concessions and restrooms. Any other uses shall be deemed a material breach of this lease, unless authorized in writing by Lessor prior to the actual use of the Premises in such manner. Lessee is granted the sole and exclusive rights to schedule, host, organize and permit baseball related events. Permission for any other organization, club, school, camp or individual to use these fields, other than a sub-lease, for any games, must be secured from Lessee first and approved second by the Moline Park and Recreation Board.

- X. **OBSERVANCE OF LAWS AND CODES.** The Premises shall not be used in any manner where the use would violate federal or state law, municipal ordinance or any rule or regulation enacted pursuant to any of the above. The Premises shall not be used in any way, which would increase the insurance coverage rates. Breach of the conditions in this Article shall be construed as a material breach of this lease. Lessee must, at its sole cost and expense, promptly correct any violation and comply with all laws, ordinances, notices, permits, requirements, orders, regulations and recommendations now or in the future in effect, of whatever nature, of all federal, state, county, municipal and other authorities, with respect to Lessee's conduct or use of the Premises.
- XI. **MECHANICS LIENS.** Neither Lessee nor anyone claiming by, through, or under Lessee shall have the right to file or place any mechanics lien or other lien of any kind or character whatsoever upon the Premises, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service, or labor shall at any time be or become entitled to any lien on the Premises, and for the further security of Lessor, Lessee covenants and agrees to give actual notice thereof in advance to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, services, or labor.
- XII. **RIGHTS IN THE EVENT OF FIRE, CALAMITY OR OTHER DISASTER.** In the event that the Premises in question are destroyed or rendered untenable by calamity, disaster or condemnation; the Lessor may immediately terminate this lease by serving written notice on Lessee. In lieu thereof, the Lessor may choose to repair. In the event that it is reasonably estimated that the repairs cannot be accomplished within four months, the Lessee shall have the right to terminate the lease upon delivery of a written notice to the Lessor. Rent shall abate during the time when the Premises are untenable. If only a portion of the leased Premises becomes untenable, rent shall abate only on that portion of the Premises. In the event of calamity, disaster, or condemnation, the Lessor shall have the right to demand that the Lessee advise in writing within thirty (30) days whether Lessee intends to terminate lease under the terms of this section.
- XIII. **UTILITIES.** The Lessor shall pay for the utilities used on Premises, including gas, electricity to concession stand, water, and sewage. Lessee shall pay costs associated with diamond lights for fields, Lessor to pay exterior perimeter lighting of the leased area. The failure of Lessee to pay any such utility shall be construed as a material breach of this lease.
- XIV. **TAXES.** Lessee shall pay any and all taxes levied and assessed, including any real estate taxes, upon the Premises, any personal property, buildings, fixtures and improvements belonging to

Lessor and located upon said demised Premises, as well as all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

- XV. **DEFAULT.** In the event that Lessee shall be in default of any payment of any rent or in the performance of any terms or conditions herein, Lessor may terminate and end this lease, notwithstanding any other requirements for termination. Further, Lessor may enter upon said Premises and remove all persons and property therefrom, and Lessee shall not be entitled to any money paid hereunder or any part thereof. In the event Lessor shall bring a legal action to enforce any of the terms hereof, or to obtain possession of said Premises by reason of any default of Lessee, Lessee agrees to pay Lessor all costs of such legal action, including reasonable attorney fees.
- XVI. **REMEDIES.** In addition to any other remedies provided by law or equity, in the event of any default or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. Said written notice shall describe the nature of the default, and what action, if any, is deemed necessary to cure the same. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, but in no event longer than thirty (30) days after receipt such notice, unless mutually agreed to in writing by the parties, the aggrieved party may terminate this Lease by providing final written notice to the other or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Upon termination of the Agreement by either party, Lessee must peacefully surrender the Premises to Lessor; Lessor must peacefully surrender Lessee's equipment to Lessee. The Premises leased herein shall include all appurtenant fixtures to said real estate, which, upon termination of this Lease shall remain with the Premises and return to Lessor.
- XVII. **HOLDING OVER.** In the event that Lessee shall hold over and remain in possession of the demised Premises with the consent of the Lessor, such holding over shall be deemed to be from year to year only and not an extension of the lease for a similar term and upon all of the same rents, terms, covenants, and conditions as contained herein.
- XVIII. **OTHER AGREEMENT OF LESSEE.** Lessee agrees, in addition to all the terms and conditions of the Lease set forth above, as follows:
- a. To pay all reasonable costs, including reasonable attorney fees and other expenses, made and incurred by the Lessor in enforcing the terms of this lease;
  - b. To permit Lessor and its agents and employees without limitation to enter on the Premises or any part thereof, at all reasonable hours, for purpose of examining the same or making such repairs or alterations as may be necessary for the safety or preservation thereof;
  - c. That no representation as to the condition of repair thereof has been made by Lessor or its agent, prior to, or at the execution of, this lease other than is herein expressed

or endorsed hereon, and Lessee relies upon no representations other than those set forth herein in entering into this lease;

- d. Lessor shall have lien on all of the property of the Lessee used or situated on the demised Premises, to secure payment of the rent (and other indebtedness owing from Lessee to Lessor at any time during the existence of this lease) to become due under this lease, and in default of payment, may take possession of and sell such of said property as maybe sufficient to pay the delinquent rent or indebtedness;
- e. Lessor shall have the right to sell the Premises, provided notice or such contemplated sale shall be given in writing to the Lessee at least one hundred-eighty (180) days prior to the time fixed for vacation of the Premises by the Lessee, and provided that during such period, the Lessee shall have the option to buy the Premises at the price and on the terms of such contemplated sale. In the event of a sale of the Premises by the Lessor after such notice and the failure of the Lessee's option to purchase, Lessee agrees to vacate and give possession of the Premises within one hundred-eighty (180) days after written notice of sale, given by Lessor to Lessee;
- f. Lessor shall not be liable for injury to Lessee or damage to Lessee's property from failure to keep Premises in repair of from any act, omission or negligence of Lessee or other persons;
- g. not to commit or suffer any waste in or upon said Premises; and
- h. to comply strictly and literally with any and all rules, regulations and requirements that may be at any time imposed by virtue of any insurance policy, rules and regulations issued by the Moline Park and Recreation Board, and as all federal, state, and municipal laws, as set forth above

XIX. FAILURE TO INSIST ON STRICT PERFORMANCE NOT A WAIVER. Failure of the Lessor or Lessee to insist on the strict performance of the term, agreements and conditions herein contained or any part of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's or Lessee's right thereafter to enforce any such term, agreement or condition, but the same shall instead continue in full force and effect.

XX. NOTICE. Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:

- a. Hand delivered to the party to whom the notice is addressed; or
- b. Mailed by certified mail, return receipt requested, United States mail, postage prepaid, and addressed to the party at the address shown below:

Lessor:  
Moline Park and Recreation  
c/o Director  
3635 4<sup>th</sup> Avenue.  
Moline, Illinois 61265

Lessee:  
Moline Little League  
c/o Jack Burns, President  
PO Box 923  
Moline, IL 61266-0923

With a copy to:

City of Moline  
c/o City Attorney  
619 16<sup>th</sup> Street  
Moline, Illinois 61265

- c. Either party may change the address and individual(s) to whom the notice is to be directed by written notice sent to the other party in the manner provided above.

XXI. **CHOICE OF LAW.** This lease shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this lease shall be any state court located within Rock Island County, Illinois, or federal court located within the same venue.

XXII. **GAME FIELDS, BUILDINGS AND PARKING LOT CONSTRUCTION.** Any new construction, additions, remodeling, improvements to existing structures, baseball fences, infields turfs and parking lots must be approved by Lessor in writing. All revisions or new construction shall become the property of the City of Moline upon termination of this lease. Moline Park and Recreation Board must approve, in writing, any improvements or changes to fields of a physical or structural nature. Any construction connected with utilities must be approved in advance by the Building Official and work must be completed by licensed and bonded contractors. Permits for any such construction work will be required. Lessor shall pave the parking lots and support roadway construction.

XXIII. **PERSONAL PROPERTY.** All personal property of the Lessee located on said Premises shall remain the property of Lessee under its sole and exclusive possession and control at all times during the period of this lease and any extension thereof, and said property shall remain the property of the Lessee, regardless of the termination of this lease.

XXIV. **MISCELLANEOUS.**

- a. This Lease and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
- b. This Lease contains the entire understanding between the parties hereto and supersedes any and all prior agreements, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
- c. The captions of the Lease are used for convenience of reference only and shall have no significance in construing the text of the Lease.
- d. Lessee guarantees the undersigned President of Moline Little League has the authority to execute this document on Lessee's behalf and bind Lessee to the terms and conditions of this Lease.

- e. The invalidity of any part of this Lease will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Lease is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**IN WITNESS WHEREOF**, the Lessor and Lessee hereunto set their hands and seals and have caused these presents to be signed.

**CITY OF MOLINE, ILLINOIS**  
(LESSOR)

**MOLINE LITTLE LEAGUE**  
(LESSEE)

By: \_\_\_\_\_  
Scott Raes, Mayor

By: \_\_\_\_\_  
Jack Burns, President

Attest:

By: \_\_\_\_\_  
Tracy Koranda, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

Exhibit A

MAP OF "PREMISES"



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Exhibit B

INSURANCE REQUIREMENTS

The City of Moline shall be named as an additional insured.

Certificate Holder should read: City of Moline

619 16<sup>th</sup> Street

Moline, Illinois 61265

Cancellation should read: *Should any of the above described policies be cancelled before the expiration date thereof, the issuing insured shall mail 30 days written notice to the certificate holder named to the left and no cancellation thereof shall be effective without such notice to the certificate holder.*