

Resolution No. 22-17

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE
APPROVING AN AMENDMENT TO THE STANDARD LEASE AGREEMENT BETWEEN
THE VILLAGE OF EAST DUNDEE AND
SPECTRASITE COMMUNICATIONS, LLC.**

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1. The Amendment To Standard Lease Agreement between the Village of East Dundee and SpectraSite Communications, LLC. in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached.

Section 2. The Village Administrator shall be and is hereby authorized to execute EXHIBIT A on behalf of the Village.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.

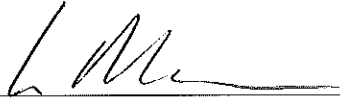
Passed by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 2nd day of October, 2017.

AYES: Trustees Lynam, Selep, Wood, Hall, Mahony and Andresen,

NAYS: Ø

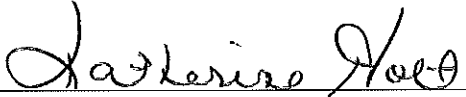
ABSENT: Ø

APPROVED:



Village President

Attest:



Village Clerk

THE FIRST AMENDMENT TO STANDARD LEASE AGREEMENT

This First Amendment to Standard Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Village of East Dundee**, an Illinois Municipal Corporation ("**Landlord**") and **SpectraSite Communications, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

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

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Standard Lease Agreement dated August 5, 1996 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain nonexclusive easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

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

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

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Thirty Thousand and No/100 Dollars (\$30,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before October 31, 2017; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on November 26, 1996 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on November 25, 2026. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to

the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Removal.** Notwithstanding anything to the contrary contained herein, within 180 days of the termination of the Lease, as amended, Tenant shall remove all of its communications equipment and other personal property from the Leased Premises, including the removal of any foundation to one (1) foot below grade, but not including underground utilities, if any, and shall restore the Leased Premises to its original condition, reasonable wear and tear excepted.
4. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **The Village of East Dundee**.
5. **Revenue Share.**
 - a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord ten percent (10%) of any rents actually received by Tenant under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and a third party (any such third party, the "**Additional Collocator**") subsequent to the Effective Date (any such amounts, the "**Collocation Fee**"). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant, in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the "**Tower**"), or for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. Any such improvements to the Leased Premises shall be made in compliance with applicable laws including any applicable ordinances of the Village of East Dundee. The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.
 - b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant.

- c. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
- d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant, or Tenant's predecessors- in-interest, as applicable, and any third parties, or such third parties' predecessors or successors- in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.
6. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

7. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a “**Third Party Competitor**”) or (ii) assign all or any portion of Landlord’s interest in the Lease to a Third Party Competitor (any such offer, the “**Offer**”), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant’s right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
8. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority from the Village President and Board of Trustees of the Landlord to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord’s knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant’s rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant’s existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment.
9. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that any information furnished to Landlord by Tenant in connection herewith shall be and remain confidential except as found to be a public record pursuant to the Freedom of Information Act of the State of Illinois. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
10. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 120 Barrington Ave, Dundee, IL 60118; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal

Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

11. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
12. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State.
13. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits or loss of business opportunity), punitive, exemplary and similar damages.
14. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
15. **Taxes.** The Parties hereby agree that Section 8 of the Lease is deleted in its entirety. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10*

Presidential Way, Woburn, MA 01801 unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

16. **Insurance.** Tenant shall at all times during the term(s) hereof and at Tenant's sole cost and expense maintain in effect Worker's Compensation insurance with statutory limits and General Liability insurance to cover bodily injury and property damage, adequate to protect Landlord against liability for bodily injury or death of any person in connection with the use, operation and condition of the Leased Premises, in an amount not less than Two Million and No/100 Dollars (\$2,000,000.00) of combined single limit bodily injury and property damage coverage with not less than Four Million and No/100 Dollars (\$4,000,000.00) in the aggregate. These limits can be met using the general liability policy limits and umbrella/excess limits. Such policy shall cover the Leased Premises and include Landlord as an additional insured. Within thirty (30) days of Tenant's receipt of a written request from Landlord, and no more than once per calendar year, Tenant shall deliver a certificate of insurance to Landlord evidencing the insurance requirements set forth in this section.


17. **Tenant Obligations.**


- a. Tenant shall provide Landlord with as-built drawings of Tenant's facilities installed on the Leased Premises, which show the actual location of all equipment and improvements.
- b. Tenant shall, at Tenant's expense, maintain, its facilities in good repair and use commercially reasonable efforts to prevent its maintenance from conflicting with Landlord's or others' use of the Parent Parcel. Furthermore, Tenant shall have the sole responsibility for the maintenance, repair and security of its improvements, equipment, personal property and facilities.
- c. Tenant shall install utilities underground.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

Village of East Dundee
an Illinois Municipal Corporation

Signature: 
Print Name: Lael Miller
Title: Village President
Date: October 2, 2017

Signature: 
Print Name: Katherine Holt
Title: Village Clerk
Date: October 2, 2017

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

SpectraSite Communications, LLC
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

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

PARENT PARCEL

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

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

LOT 4 OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

LEASED PREMISES

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

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

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN THAT PART OF LOT 4 OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPLE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N 07°06'23" E, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 13.20 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N 07°06'23" E, ALONG SAID EAST LINE, 60.00 FEET; THENCE N 82°53'37" W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 32.00 FEET; THENCE S 07°06'23" W, PARALLEL WITH SAID EAST LINE, 60.00 FEET; THENCE S 82°53'37" E, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1920.00 SQUARE FEET, IN THE VILLAGE OF EAST DUNDEE, DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

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

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF LOTS 2 AND 4 OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPLE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N 07°06'23" E, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 73.20 FEET; THENCE N 82°53'37" W PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N 82°53'37" W, ALONG SAID PERPENDICULAR LINE, 12.00 FEET; THENCE N 07°06'23" E, PARALLEL WITH THE EAST LINE OF SAID LOTS 4 AND 2, A DISTANCE OF 326.95 FEET TO THE SOUTH LINE OF PIEMONTE DRIVE PER PLAT OF DEDICATION RECORDED ON MAY 8, 1992 AS DOCUMENT NO. 92K33588; THENCE S 82°30'19" E, ALONG SAID SOUTH LINE, 12.00 FEET TO A LINE THAT IS PARALLEL WITH THE AFORESAID EAST LINES OF LOTS 2 AND 4 AND PASSES THROUGH THE POINT OF BEGINNING; THENCE S 07°06'23" W, ALONG SAID PARALLEL LINE, 326.87 FEET TO THE POINT OF BEGINNING, CONTAINING 3922.90 SQUARE FEET, IN THE VILLAGE OF EAST DUNDEE, DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Danielle Fiorentino, Esq.
ATC Site No: 304436
ATC Site Name: East Dundee
Assessor's Parcel No(s): 03-25-301-002

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: _____
State of Illinois
County of Kane

MEMORANDUM OF LEASE

This Memorandum of Lease (the "*Memorandum*") is entered into on the 2nd day of October, 2017 by and between Village of East Dundee, an Illinois Municipal Corporation ("*Landlord*") and SpectraSite Communications, LLC, a Delaware limited liability company ("*Tenant*").

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

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "*Parent Parcel*"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Standard Lease Agreement dated August 5, 1996 (as the same may have been amended from time to time, collectively, the "*Lease*"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "*Leased Premises*"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be November 25, 2046. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

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

LANDLORD

Village of East Dundee
an Illinois Municipal Corporation

Signature: [Handwritten Signature]
Print Name: Lael Miller
Title: Village President
Date: October 2, 2017

WITNESS AND ACKNOWLEDGEMENT

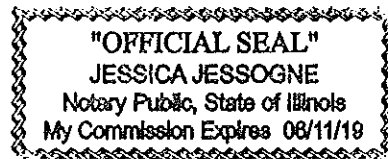
State of Illinois

County of Kane

On this 2 day of October, 2017, before me, the undersigned Notary Public, personally appeared Lael Miller, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]
Notary Public
Print Name: Jessica Jessogne
My commission expires: 08/11/19



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 120 Barrington Ave, Dundee, IL 60118; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD

Village of East Dundee
an Illinois Municipal Corporation

Signature: Katherine Holt
Print Name: Katherine Holt
Title: Village Clerk
Date: October 2, 2017

WITNESS AND ACKNOWLEDGEMENT

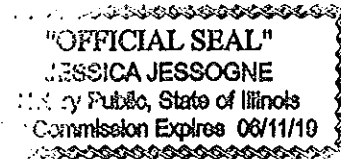
State of Illinois

County of Kane

On this 2 day of October, 2017, before me, the undersigned Notary Public, personally appeared Katherine Holt, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jessogne
Notary Public
Print Name: Jessica Jessogne
My commission expires: 10-11-19



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

SpectraSite Communications, LLC
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

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

PARENT PARCEL

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

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

LOT 4 OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

LEASED PREMISES

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

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

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN THAT PART OF LOT 4 OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPLE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4, THENCE N 07°06'23" E, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 13.20 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N 07°06'23" E, ALONG SAID EAST LINE, 60.00 FEET; THENCE N 82°53'37" W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 32.00 FEET; THENCE S 07°08'23" W, PARALLEL WITH SAID EAST LINE, 60.00 FEET; THENCE S 82°53'37" E, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1920.00 SQUARE FEET, IN THE VILLAGE OF EAST DUNDEE, DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

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

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF LOTS 2 AND 4 OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPLE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N 07°06'23" E, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 73.20 FEET; THENCE N 82°53'37" W PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N 82°53'37" W, ALONG SAID PERPENDICULAR LINE, 12.00 FEET; THENCE N 07°06'23" E, PARALLEL WITH THE EAST LINE OF SAID LOTS 4 AND 2, A DISTANCE OF 326.95 FEET TO THE SOUTH LINE OF PIEMONTE DRIVE PER PLAT OF DEDICATION RECORDED ON MAY 8, 1992 AS DOCUMENT NO. 92K33588; THENCE S 82°30'19" E, ALONG SAID SOUTH LINE, 12.00 FEET TO A LINE THAT IS PARALLEL WITH THE AFORESAID EAST LINES OF LOTS 2 AND 4 AND PASSES THROUGH THE POINT OF BEGINNING; THENCE S 07°06'23" W, ALONG SAID PARALLEL LINE, 326.87 FEET TO THE POINT OF BEGINNING, CONTAINING 3922.90 SQUARE FEET, IN THE VILLAGE OF EAST DUNDEE, DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS.