

RESOLUTION NO. R 99.00

RESOLUTION AUTHORIZING THE EXECUTION OF SITE LEASE WITH
COOK INLET/VOICESTREAM OPERATING COMPANY, L.L.C.

WHEREAS, the President and Board of Trustees of the Village of Lemont have deemed it in the community's best interest to enter into a Site Lease between the VILLAGE OF LEMONT and COOK INLET/VOICESTREAM OPERATING COMPANY, L.L.C., a Delaware limited liability company, which is hereby identified as Exhibit "A" and made a part hereof; and

WHEREAS, the Site Lease would provide for placement of Antenna Facilities together with all necessary space and easements for access and utilities for the property located at 741 Houston, Lemont, Illinois 60439, comprise approximately 400 square feet. Legal Description: Lots 16 to 23, inclusive, in Block 7 in McCarthy & Houston's Addition to Jasnagora in Sections 20 and 29, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

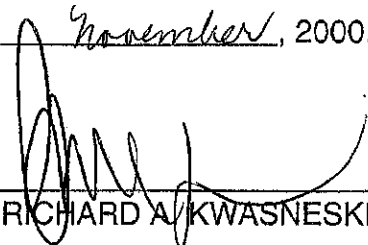
NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, that the Board of Trustees authorize the President and Clerk to execute the attached Site Lease.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS, on this 13th day of November, 2000.

	<u>AYES</u>	<u>NAYS</u>	<u>PASSED</u>	<u>ABSENT</u>
John Benik	✓			
Debra Blatzer	✓			
Keith Latz	✓			
Connie Markiewicz	✓			
Rick Rimbo	✓			
Mary Studebaker	✓			


 CHARLENE SMOLLEN, Village Clerk

Approved by me this 13th day of November, 2000.


 RICHARD A. KWASNESKI, Village President

ATTEST:


 CHARLENE SMOLLEN, Village Clerk

APPROVED AS TO FORM:

 JOHN P. ANTONOPOULOS, Village Attorney

EXHIBIT "A"

LOTS 16 TO 23 INCLUSIVE IN BLOCK 7 IN MCCARTHY & HOUSTON'S
ADDITION TO JASNAGORA IN SECTIONS 20 AND 29, TOWNSHIP 37 NORTH
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,
ILLINOIS

SITE LEASE

THIS SITE LEASE ("Lease") is by and between Village of Lemont ("Landlord") and Cook Inlet/VoiceStream Operating Company, L.L.C., a Delaware limited liability company ("Tenant").

1. Premises.

(a) Subject to the following terms and conditions, Landlord leases to Tenant a certain portion of the real property (the "Property") described in attached Exhibit A, sufficient for placement of Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").

(b) Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") (the "Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals.

(c) The Premises, located at 741 Houston, Lemont, Illinois 60439, comprise approximately 400 square feet.

2. Term. The initial term of the Lease shall be five (5) years commencing upon the Effective Date (as defined below) thereof (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, Twenty Three Thousand Dollars (\$23,000.00) per year ("Rent"). Rent shall be payable in advance in one annual installment on or before the Commencement Date, and thereafter Rent will be payable in advance in one annual installment on or before each subsequent anniversary of the Commencement Date to Village of Lemont at Landlord's address specified in Section 12 below. If this Lease is terminated at any time, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for three (3) additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be increased by fifteen percent (15%) of the Rent paid over the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or notwithstanding anything to the contrary herein to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines (collectively the "Antenna Facilities"). Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including the construction of a fence, subject to Village of Lemont ordinances.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Tenant shall have the right to install necessary conduit and sleeving from the roof to the point of connection within the Building. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease or any Renewal Term (collectively, "Easement"). The Easement provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term. All access to the Premises shall be coordinated with the Village of Lemont Public Works Department.

(g) Tenant shall apply for all applicable Village of Lemont building permits for the Permitted Use and Tenant shall pay all customary permit fees and shall pay for costs of plan review by outside agencies incurred by Landlord, such costs not to exceed \$1,000.00.

(h) Any additional expense of repainting, repairing, or maintaining the Premises or Water Tower, and expenses of construction plan review by an outside agency, reasonably incurred by the Owner as a direct consequence of the presence of Tenant's improvements for the Permitted Use located thereon shall be paid promptly by the Tenant upon receipt of Landlord's written notice of such additional cost, which notice shall state the reason(s) for such costs and shall include a reasonable itemization of such costs. It is agreed that such costs shall not exceed \$2,000.00.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that thirty 30-day period, or such longer period as may be required to diligently complete a cure commenced within that thirty 30-day period;

(c) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(d) upon ninety (90) days written notice by Tenant if the Property, or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(e) immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(f) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each

be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes directly attributable to, the Antenna Facilities. Landlord shall pay any real property taxes or other fees and assessments attributable to the Property. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease.

10. Insurance and Subrogation.

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Tenant, to:

Cook Inlet/VoiceStream Operating
Company, L.L.C.
3650 ~ 131st Avenue SE, Suite 200
Bellevue, WA 98006
Attn: PCS Leasing Administrator
With a copy to: Attn: Legal Department

With a copy to:

Cook Inlet/VoiceStream Operating
Company, L.L.C.
Attn: Lease Administrator
1375 East Woodfield Road, Suite 400
Schaumburg, IL 60173

If to Landlord, to:

Village of Lemont
c/o Gary Holmes, Village
Administrator
418 Main Street
Lemont, Illinois 60439

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property and the Building free and clear of any liens or mortgages, except those disclosed to Tenant and which shall not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment as a result of the indemnitee's activities (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not by Landlord or Tenant prior to and during the Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easement to any person or business entity which is authorized pursuant to and FCC licensed to, operate a wireless communications business, is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty (50) percent of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns. This Lease and any easement granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Leased Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

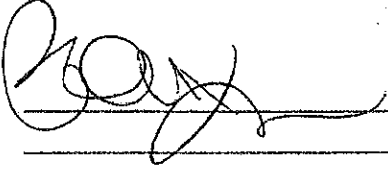
(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign ("Effective Date").

LANDLORD: Village of Lemont

By:  _____
Printed Name: _____
Its: _____
Date: _____

TENANT: Cook Inlet/VoiceStream Operating Company, L.L.C.
By: VoiceStream PCS BTA I Corporation, its Agent

By: _____
Printed Name: _____
Its: _____
Date: _____

Approved as to form

EXHIBIT A

Legal Description

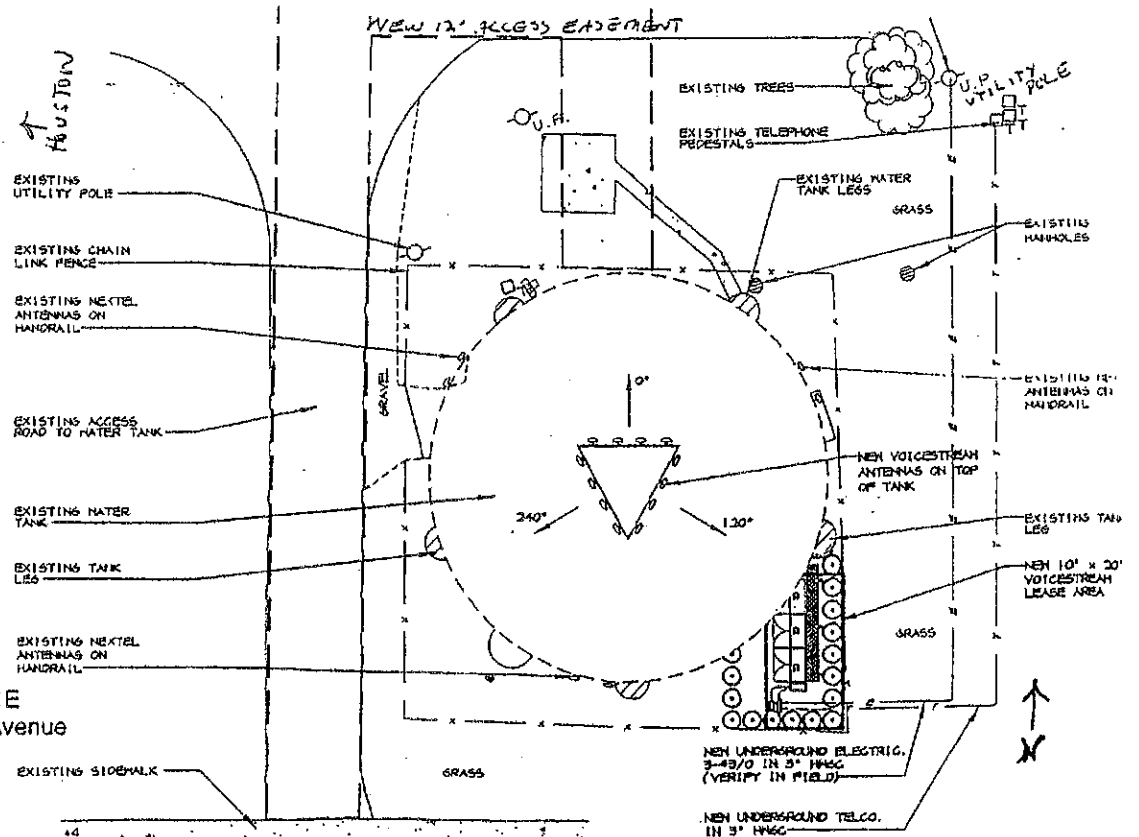
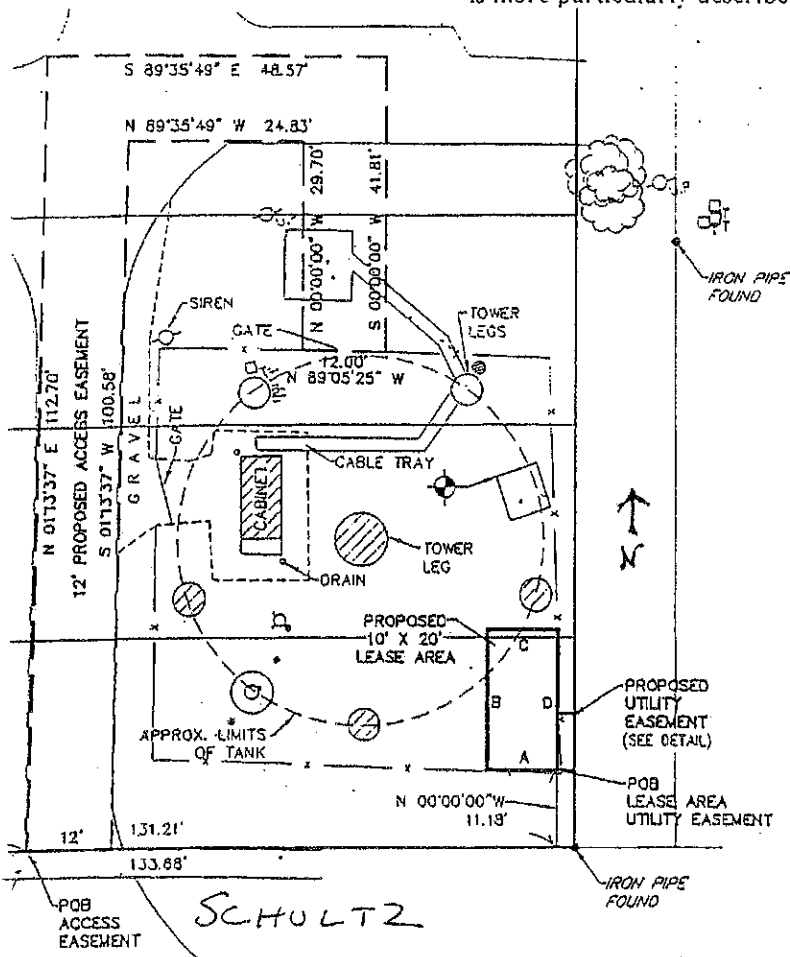
The Property is legally described as follows:

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOTS 16 TO 23, INCLUSIVE, IN BLOCK 7 IN MCCARTHY & HOUSTON'S ADDITION TO JASNAGORA IN SECTIONS 20 AND 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:



Site Number: CH15-361E
Site Name: W. New Avenue
Market: Chicago

EXHIBIT C
Memorandum of Lease

Between Village of Lemont ("Landlord")
And Cook Inlet/VoiceStream Operating Company L.L.C. a Delaware Limited Liability Company ("Tenant")

A Tower Lease ("Lease") by and between Village of Lemont ("Landlord") and Cook Inlet/VoiceStream Operating Company L.L.C. a Delaware Limited Liability Company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for three (3) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum on the ____ day of _____, 200__ (effective as of the date of the last party to sign).

LANDLORD: Village of Lemont

By: _____
Printed Name: _____
Its: _____
Date: _____

TENANT: Cook Inlet/VoiceStream Operating Company, L.L.C.
By: VoiceStream PCS BTA I Corporation, its Agent

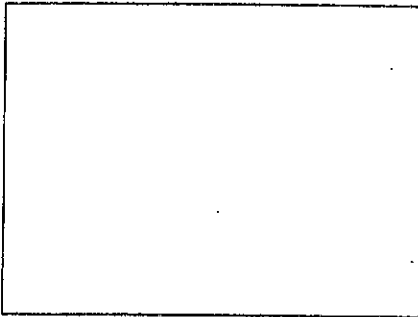
By: _____
Printed Name: _____
Its: _____
Date: _____

STATE OF _____)
[Notary block for Tenant]

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____, _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A
Legal Description

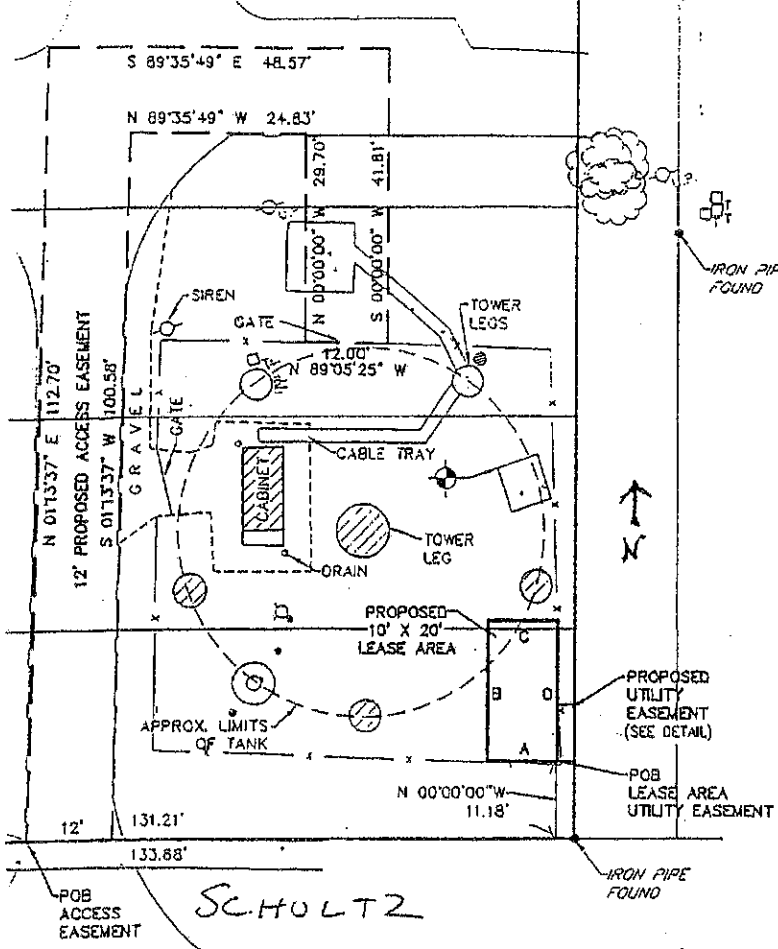
The Property is legally described as follows:

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

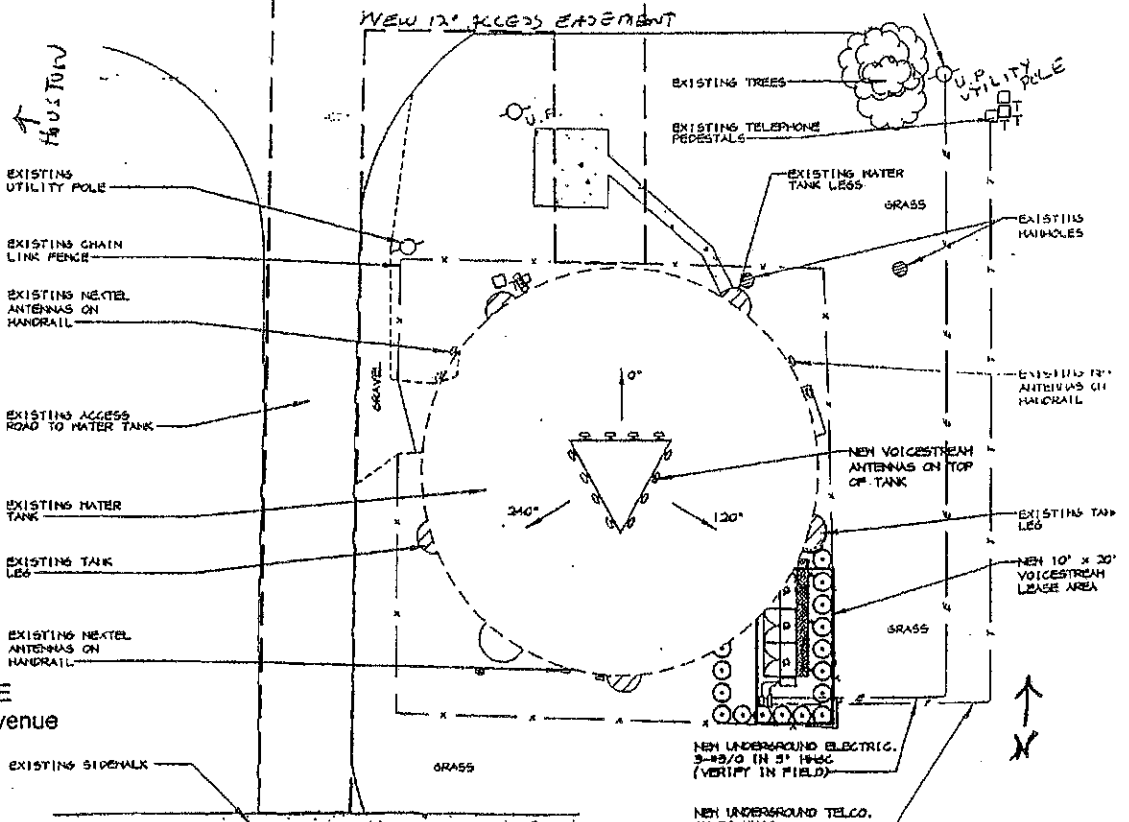
LOTS 16 TO 23, INCLUSIVE, IN BLOCK 7 IN MCCARTHY & HOUSTON'S ADDITION TO
JASNAGORA IN SECTIONS 20 AND 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:



SCHULTZ



Site Number: CH15-361E
Site Name: W. New Avenue
Market: Chicago

Memorandum of Lease

Between Village of Lemont ("Landlord")
And Cook Inlet/VoiceStream Operating Company L.L.C. a Delaware Limited Liability Company ("Tenant")

A Tower Lease ("Lease") by and between Village of Lemont ("Landlord") and Cook Inlet/VoiceStream Operating Company L.L.C. a Delaware Limited Liability Company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for three (3) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum on the ____ day of _____, 200__ (effective as of the date of the last party to sign).

LANDLORD: Village of Lemont

By: 

Printed Name: _____

Its: _____

Date: _____

TENANT: Cook Inlet/VoiceStream Operating Company, L.L.C.
By: VoiceStream PCS BTA I Corporation, its Agent

By: _____

Printed Name: _____

Its: _____

Date: _____

EXHIBIT A

Legal Description

The Property is legally described as follows:

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOTS 16 TO 23, INCLUSIVE, IN BLOCK 7 IN MCCARTHY & HOUSTON'S ADDITION TO JASNAGORA IN SECTIONS 20 AND 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Resolution No. R-57-18

Resolution Approving First Amendment to Site Lease with T-Mobile Central LLC

WHEREAS, the Village of Lemont ("Village") and T-Mobile Central LLC, a Delaware limited liability company, successor in interest to Cook Inlet/VoiceStream Operating Company, LLC, Delaware limited liability company ("T-Mobile"), are parties to that certain Site Lease dated November 13, 2000 ("Site Lease"); and

WHEREAS, the Village and T-Mobile desire to modify certain provisions of the Site Lease, including but not limited to extending the term of the Site Lease, as more fully set forth in First Amendment to Site Lease ("First Amendment") attached hereto as Exhibit A; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interests of the Village and its residents to enter into the First Amendment attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS as follows:

Section One: The First Amendment attached hereto as Exhibit A is hereby approved.

Section Two: The Mayor, Village Clerk, and/or Village Administrator are authorized to execute and attest to the First Amendment, and to make minor changes to the document prior to execution that do not materially alter the Village's obligations, and to take any other steps necessary to carry out this resolution.

Section Three: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 22nd day of October, 2018.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	<u>✓</u>	_____
Ryan Kwasneski	_____	_____	<u>✓</u>	_____
Dave Maher	<u>✓</u>	_____	_____	_____

Ken McClafferty
Rick Sniegowski
Ron Stapleton

<u>✓</u>	_____	_____	_____
<u>✓</u>	_____	_____	_____
<u>✓</u>	_____	_____	_____



JOHN EGOFKSE
President

ATTEST:

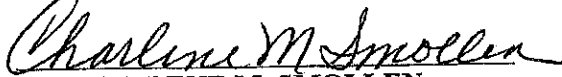

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

FIRST AMENDMENT TO SITE LEASE

FIRST AMENDMENT TO SITE LEASE

This First Amendment to Site Lease (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Village of Lemont, a municipality ("**Landlord**") and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**") (collectively, the "**Parties**").

Landlord and Tenant (or their predecessors-in-interest) entered into that certain Site Lease dated November 13, 2000 (the "**Lease**") regarding Landlord's leased area ("**Premises**") located at 741 Houston Ave., Lemont, IL 60439 (the "**Property**").

NOW, for good and valuable consideration, Landlord and Tenant agree as follows:

1. The Lease is in full force and effect and neither Landlord nor Tenant is in breach under the terms of the Lease.
2. At the expiration of the Lease, the Term of the Lease will automatically be extended for four (4) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Tenant may elect not to renew by providing Landlord thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Tenant shall pay Landlord Thirty-Five Thousand and Four Hundred Dollars and No/100 Dollars (\$35,400.00) per year ("**Rent**") in advance, by the fifth day of each year. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted, effective on the first day of the second Renewal Term and each subsequent Renewal Term, by an amount equal to fifteen percent (15%) over the Rent for the immediately preceding Renewal Term. This Rent adjustment shall supersede and replace any prior Rent adjustments.
4. Any charges payable under the Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Landlord.
5. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ CH15361F

If to Landlord:
Village of Lemont
418 Main Street
Lemont, IL 60439

6. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
7. Landlord will execute a Memorandum of Lease at Tenant's request. If the Property is encumbered by a deed, mortgage, or other security interest, Landlord will also execute a subordination, non-disturbance, and attornment agreement.
8. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.
9. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
10. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Landlord:

Village of Lemont, a municipality

By: _____

Print Name: Greg Schefe

Title: Village Administrator

Date: 2-6-19

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

By: Cheryl A. Downs

Print Name: Cheryl A. Downs

Title: Director, Technology Property Management

Date: 1-29-19

Kelly Dunham 1/22/19
T-Mobile Contract Attorney.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made and entered into as of this 15th day of December, 2005, by and between COOK INLET/VS GSM IV PCS, LLC., a Delaware corporation ("Assignor"), and T-MOBILE CENTRAL LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the holder of cell site and/or commercial and/or other leases and lease related documents (including without limitation, easements, licenses, subleases, estoppel certificates and subordination, non-disturbance and attornment agreements) in the New Orleans, Louisiana market (the "Wireless Market Leases");

WHEREAS, Assignor now wishes to transfer to the Assignee (which is an affiliate of Assignor), and Assignee is willing to assume all of Assignor's obligations under, the Wireless Market Leases effective on December 31, 2005 (the "Effective Date");

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, Assignor and Assignee agree as follows: Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in and to the Wireless Market Leases, and Assignee hereby accepts such assignment and agrees to assume and discharge all of Assignor's obligations under or relating to the Wireless Market Leases, in all cases effective as of the Effective Date.

Assignor hereby grants its power-of-attorney to Assignee and hereby appoints Assignee as Assignor's attorney-in-fact to take any appropriate action in connection with the Wireless Market Leases transferred hereby, in the name of Assignor or in its own or any other name, it being understood that this authorization and power-of-attorney are coupled with an interest and are irrevocable.

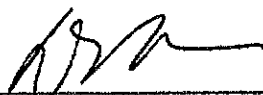
Assignor covenants and agrees promptly to execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or desirable to effectuate and perform more fully the provisions of this of Assignment and Assumption Agreement and the assignment and transfer provided for herein.


This Assignment and Assumption Agreement (a) shall be governed by and construed in accordance with the internal laws of the State of Delaware without regard to the principles of conflicts of law thereof, and (b) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the date first written above.

COOK INLET/VS GSM IV PCS, LLC

T-MOBILE CENTRAL, LLC


Name: David A. Miller
Title: Sr. Vice President
General Counsel &
Secretary


Name: David A. Miller
Title: Sr. Vice President
General Counsel &
Secretary