

ORDINANCE NO. 89-164

ORDINANCE AUTHORIZING THE LEASE
OF MUNICIPALLY OWNED REAL PROPERTY
(SOUTHWESTERN BELL MOBILE SYSTEMS, INC.)

This Ordinance has been published in pamphlet form by the authority of the Mayor and the City Council of the City of Lockport, County of Will, and State of Illinois.

303912

ORDINANCE NO. 89-164

ORDINANCE AUTHORIZING THE LEASE
OF MUNICIPALLY OWNED REAL PROPERTY
(SOUTHWESTERN BELL MOBILE SYSTEMS, INC.)

WHEREAS, the CITY OF LOCKPORT owns the following described
real property:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP THIRTY-SIX NORTH, RANGE TEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-SEVEN; THENCE NORTH $89^{\circ} -52' -24''$ WEST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SEVEN, A DISTANCE OF 658.14 FT. TO THE INTERSECTION WITH A LINE 100.0 FT. PERPENDICULARLY MEASURED SOUTHEAST OF AND PARALLEL WITH THE CENTER LINE OF ATCHISON TOPEKA AND SANTA FE RAILROAD; THENCE SOUTH $40^{\circ} -03' -38''$ WEST ON SAID 100.0 FT. SOUTHEAST PARALLEL LINE, A DISTANCE OF 986.18 FT. TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID FAIRFIELD ADDITION TO LOCKPORT EXTENDED WEST; THENCE NORTH $89^{\circ} -57' -22''$ EAST ON SAID SOUTH LINE OF FAIRFIELD ADDITION EXTENDED WEST, A DISTANCE OF 293.0 FT. TO THE POINT OF BEGINNING; THENCE NORTH $00^{\circ} -02' -38''$ WEST A DISTANCE OF 50.0 FT.; THENCE NORTH $89^{\circ} -57' -22''$ EAST A DISTANCE OF 40.0 FT.; THENCE SOUTH $00^{\circ} -02' -38''$ EAST A DISTANCE OF 50.0 FT. TO THE SOUTH LINE OF SAID FAIRFIELD ADDITION EXTENDED WEST; THENCE SOUTH $89^{\circ} -57' -22''$ WEST A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING ALL IN WILL COUNTY, ILLINOIS.

WHEREAS, the CITY OF LOCKPORT has determined that the above-mentioned real estate is not required for the use of, or profitable to or in the best interests of the Municipality; and

WHEREAS, pursuant to Chapter 24, Section 11-76-2 of the Illinois Revised Statutes (1987), the City has the power to lease said property; and

NOW, THEREFORE, Be It Ordained by the City Council of the CITY OF LOCKPORT, Will County, Illinois, as follow:

SECTION ONE: The CITY OF LOCKPORT finds as facts the recitals hereinabove set forth.

SECTION TWO: The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest to a Lease in a form attached hereto as Exhibit "A".

SECTION THREE: The Mayor and the City Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to the conveyance herein authorized.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three fourths of the corporate authorities now holding office, and whereas the City has published notice pursuant to the provision of Chapter 24 section 11-76-2 Illinois Revised Statutes (1987) of its intent to adopt this Ordinance.

PASSED THIS 17TH DAY OF JULY, 1989.

AYES: KUCHARZ, WEIS, BLOGG, DESANDRE, MARTIN, MAYOR WYNVEEN

NAYS: 0 ABSENT: 2

1-PASS

CITY OF LOCKPORT

BY: Robert A. Wynveen
ROBERT A. WYNVEEN, MAYOR

ATTEST:

Edward J. Rossetto
EDWARD J. ROSSETTO, CITY CLERK

This instrument prepared by:

Permanent Tax Number
No. 04-27-200-002

Stephen M. Dorfman
ALTHEIMER & GRAY
10 South Wacker Drive
Chicago, Illinois 60606

SITE AGREEMENT NO. 80 - LOCKPORT, ILLINOIS

THIS AGREEMENT, made as of the 17th day of July, 1989, between CITY OF LOCKPORT, an Illinois Municipal corporation ("Lessor"), and CELLULAR ONE® - CHICAGO, a division of SOUTHWESTERN BELL MOBILE SYSTEMS, INC., a corporation incorporated under the laws of the State of Delaware and the Commonwealth of Virginia ("Lessee"):

W I T N E S S E T H:

IN CONSIDERATION of the terms hereof, the parties hereto agree as follows:

1. Lessor hereby demises and leases to Lessee the parcel of real estate measuring forty (40) feet by fifty (50) feet situated in the City of Lockport in the County of Will and State of Illinois (the "Real Estate"), described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and made a part hereof, together with all right, title and interest of Lessor in and to all easements, privileges and other appurtenances pertaining to the Real Estate (which Real Estate and the aforesaid right, title and interest of Lessor shall hereinafter collectively be called the "Premises"), and hereby grants and conveys to Lessee certain Easements (as hereinafter defined) appurtenant to the Premises; TO HAVE AND TO HOLD the Premises and the Easements unto Lessee, for the benefit of Lessee, its affiliates and their respective lenders, mortgagees, deed of trust trustees, subtenants, employees, agents, partners, shareholders, directors, officers, contractors, subcontractors and licensees and their respective successors and assigns (collectively, "Lessee's Related Parties"), for a term (the "Term") commencing on the date of this agreement and expiring October 31, 2019, and for any Extended Terms (as hereinafter defined).

2. A. Lessee shall pay, or otherwise provide to Lessor, rent for the Premises, consisting of three components, i.e., Monthly Monetary Consideration, One-Time Consideration and Additional Consideration, as set forth in subparagraphs (i), (ii), (iii), (iv) and (v) below:

(i) Rent shall be payable or otherwise provided to Lessor at City of Lockport, 222 E. 9th Street, Lockport, IL 60441, or such other person or place as Lessor may designate from time to time by notice to Lessee, commencing with the first to occur of (x) the first day of the calendar month following Lessee's receipt of the last of the necessary local, state and federal approvals, licenses and permits so as to permit construction on and use of the Premises for all of the purposes permitted by this agreement (such approvals, licenses and permits hereinafter collectively called the "Approvals"), and (y) the first day of the calendar month following Lessee's commencement of construction pursuant to this agreement.

(ii) Subject to the provisions of subparagraph 2A(i), Monthly Monetary Consideration shall be payable in advance on the first day of each calendar month of the Term through the date of expiration of the Term, or such earlier date as this agreement is terminated, in the amounts set forth in Schedule 1 attached hereto and made a part hereof.

(iii) Subject to the provisions of subparagraph 2A(i), within thirty (30) days after rent is to commence pursuant to subparagraph 2A(i), Lessee shall provide Lessor with One-Time Consideration as follows: Lessee shall furnish Lessor with two (2) NEC model P-9100 portable cellular telephones and two (2) cellular mobile telephones (collectively, the "Phones"), which will thereafter be the property of

Lessor; and the two (2) Phones that are cellular mobile telephones will be installed in vehicles designated by Lessor, at Lessee's sole cost and expense, at Telecom Incorporated, at 935 West Jefferson Street, Joliet, Illinois, or its successor, or at such other place within a reasonable distance therefrom as Lessee may designate from time to time ("Service Location"). LESSEE NEITHER MAKES NOR ADOPTS ANY WARRANTY OR REPRESENTATION WHATSOEVER, AND LESSEE HEREBY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY NATURE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE PHONES. EXCEPT AS OTHERWISE PROVIDED IN SUBPARAGRAPH 2A(iv)(c), LESSOR AGREES TO LOOK SOLELY TO THE MANUFACTURERS' WARRANTIES IN THE EVENT THAT ANY OF THE PHONES ARE DEFECTIVE OR OTHERWISE REQUIRE REPAIR. LESSEE AGREES TO ASSIGN TO LESSOR, WITHOUT RECOURSE, ANY AND ALL ORIGINAL EQUIPMENT, MANUFACTURERS', INSTALLERS' AND SUPPLIERS' WARRANTIES COVERING THE PHONES.

(iv) Subject to the provisions of subparagraph 2A(1) and the provisions of subparagraph 2A(v), from and after the furnishing and installation of the Phones and thereafter during the Term through the date of expiration of the Term, or such earlier date as this agreement is terminated, Lessee shall provide Lessor with Additional Consideration as follows:

(a) Lessee shall assign or cause to be assigned to Lessor four (4) telephone numbers on Lessee's cellular mobile telephone system (the "System"); and thereafter, subject to the provisions of subparagraph 2A(v), Lessee shall provide to Lessor a basic package of service on the System ("Basic Service Package") for each of the four (4) telephone numbers assigned to Lessor. Subject to the provisions of subparagraph 2A(v), each Basic Service Package shall provide, without cost to Lessor, "standard service" and an allowance of five hundred (500) minutes of "air time" per month on the System. It is understood that, during any month, use of "air time" in excess of the five hundred (500) minute allowance, with respect to any of the four (4) telephone numbers assigned to Lessor, will be charged to and payable by Lessor at the regular per minute rate for use of excess "air time" then being charged to customers of the System who have elected to purchase "air time" on the System through a so-called "five hundred (500) minute package" or such other comparable volume discount package as Lessee shall designate from time to time, and who have used in excess of the maximum number of minutes included with such package. Lessor acknowledges that the Basic Service Package does not include any service above the basic service: for example, but not by way of limitation, the Basic Service Package does not include services such as call forwarding, call waiting, call transfer, three-way calling, data transmission or cellular message service. The Basic Service Package to be provided by Lessee does not include, and Lessor shall be responsible to pay for, (1) any service desired by Lessor over and above the Basic Service Package, (2) all state, local and federal taxes, (3) all long distance charges for telephone calls outside the normal coverage area of the System itself, and (4) all directory assistance and third party charges.

(b) With respect to the Phones which Lessee has furnished pursuant to subparagraph 2A(iii), Lessee agrees to cause the Service Location to provide, at the Service Location, at Lessee's sole cost and expense, the labor required to remove and reinstall either of the two (2) Phones that are cellular mobile telephones to another vehicle designated and brought to the Service Location by Lessor; provided that such removal and reinstallation shall occur no more than a total of two (2) times in any calendar year during the Term or any Extended Terms (i.e., one removal and reinstallation per calendar year per Phone on a non-cumulative basis); and provided further that Lessor makes arrangements in advance satisfactory to the Service Location to pay the Service Location's charges for parts and supplies required to accomplish any such removal and reinstallation. Any removals and

reinstallations in excess of two (2) times during any given year shall be at Lessor's expense.

(c) Lessee shall supply normal maintenance and repair for the Phones as required from time to time but will not be responsible for any physical damage, loss, theft, fire or other casualty with respect to any of the Phones. In connection therewith, Lessor, as owner of the Phones, shall bear and, in its discretion, insure for all risk of loss with respect to the Phones.

(d) Periodically, if and when any of the Phones become obsolete with respect to design and engineering, or with respect to service reliability, but not before the fifth (5th) anniversary of the date hereof and not more often than once every five (5) years thereafter during the Term and any Extended Terms, upon Lessor's written request, Lessee shall replace the obsolete Phones with telephones which are comparable to the ones furnished pursuant to subparagraph 2A(iii).

(v) LESSEE WILL NOT AND DOES NOT WARRANT THAT SERVICE ON THE SYSTEM SHALL BE FREE FROM INTERRUPTIONS CAUSED BY EQUIPMENT BREAKDOWN, WEATHER-RELATED INCIDENTS, INABILITY OF LESSEE TO OBTAIN FUEL OR SUPPLIES OR ANY OTHER REASON OF SIMILAR OR DISSIMILAR NATURE BEYOND THE REASONABLE CONTROL OF THE LESSEE, INCLUDING, WITHOUT LIMITATION, STRIKES, LOCKOUTS, LABOR DIFFICULTIES, CATASTROPHE, EXPLOSION, SABOTAGE, ACCIDENT, RIOT OR CIVIL COMOTION, ACTS OF WAR OR FIRE OR OTHER CASUALTY; AND ANY SUCH INTERRUPTIONS SHALL NEVER RENDER LESSEE LIABLE TO LESSOR FOR DAMAGES OR RELIEVE LESSOR'S OBLIGATIONS UNDER THIS SITE AGREEMENT, AND EXCEPT AS PROVIDED OTHERWISE IN THIS SITE AGREEMENT, LESSOR'S USE OF THE SYSTEM SHALL ALWAYS BE SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF LESSEE'S GENERALLY APPLICABLE AGREEMENTS, RULES, REGULATIONS, AND CONDITIONS CONCERNING USE OF THE SYSTEM, AS AMENDED FROM TIME TO TIME, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE, AND SHALL BE DEEMED TO BE REINCORPORATED AS AMENDED FROM TIME TO TIME.

B. Lessee shall have two (2) successive options to extend the Term of this agreement for two (2) additional periods of ten (10) years each (the "Extended Terms"), either of which may be exercised by giving written notice (a "Lessee Option Notice") to Lessor at least one hundred eighty (180) days prior to the expiration of the original Term or any Extended Term. All of the terms and provisions of this agreement shall be in effect during each Extended Term, except that the Monthly Monetary Consideration payable during the Extended Terms shall be as set forth in paragraph 2C below. The word "Term" as used in this agreement shall be deemed to include the Extended Terms when and as Lessee's options to extend shall be exercised.

C. During each Extended Term, subject to the last two sentences of this paragraph 2C, the Monthly Monetary Consideration shall be the "Fair Market Monthly Amount" (also referred to as "FMMA") as hereinafter defined. The "Fair Market Monthly Amount" or "FMMA" shall be the fair market monthly rent for a lease for the particular Extended Term, of the Premises in the unimproved condition it was in as of the date of this agreement, giving due consideration to the ongoing payment of Additional Consideration by Lessee pursuant to subparagraph 2A(iv), the financial capability of Lessee as of the relevant time, the length of the Extended Term and the monthly rent being paid for leases of comparable real estate for terms comparable to the Extended Term, determined in accordance with the procedures set forth in the remainder of this paragraph 2C. Within thirty (30) days after Lessor's receipt of a Lessee Option Notice, Lessor shall notify Lessee of what Lessor believes the FMMA should be for the particular Extended Term ("Lessor's Notice"). Lessee shall be deemed to have agreed to the FMMA contained in Lessor's Notice unless, within thirty (30) days after Lessee receives Lessor's Notice, Lessee gives Lessor a notice of Lessee's disagreement, in which notice Lessee may rescind the Lessee Option Notice, or Lessee may notify Lessor that it wishes to have the FMMA determined by the appraisal or arbitration process as hereinafter described ("Lessee's Appraisal Notice"). If Lessee gives Lessee's Appraisal Notice, the FMMA shall be determined by an appraiser designated as hereinafter described, or the arbitration hereinafter described, and the

determination of FMMA by such appraiser or by arbitration shall be conclusive and binding upon the parties to this agreement. If Lessee gives Lessee's Appraisal Notice, then Lessee and Lessor shall each designate an appraiser with the qualifications hereinafter described by giving written notice to the other party within thirty (30) days after Lessee gives Lessee's Appraisal Notice (said appraisers hereinafter referred to as the "Initial Appraisers"). Each Initial Appraiser shall be a member of the American Institute of Real Estate Appraisers (or its successor or, if said organization shall cease to exist and there is no successor, then an equivalent organization of national stature), and shall be independent, familiar with property such as the Premises in the vicinity of the Premises, and experienced in making real estate appraisals. If one party shall fail to so designate an Initial Appraiser within thirty (30) days after Lessee gives Lessee's Appraisal Notice, the Initial Appraiser designated by the other party shall determine the FMMA. If both parties timely and properly designate an Initial Appraiser, the two Initial Appraisers shall designate a third appraiser, with the same qualifications as set forth above for the Initial Appraisers, and such third appraiser shall determine the FMMA; provided that if the two Initial Appraisers cannot agree upon and designate a third appraiser within thirty (30) days after the last Initial Appraiser is designated by a party hereto, then the FMMA shall be determined by binding arbitration in accordance with the rules and procedures of the American Arbitration Association ("AAA") or its successor or, if said organization shall cease to exist and there is no successor, then an equivalent organization of national stature. The fees of all appraisers, arbitrators and the AAA shall be borne equally by Lessor and Lessee. If the determination of FMMA has not been made prior to the commencement of the particular Extended Term, Lessee shall pay Monthly Monetary Consideration during the Extended Term at the rate Lessee was paying immediately prior to the expiration of the Term or, as the case may be, the preceding Extended Term, until the determination of FMMA, subject to adjustment after the determination of FMMA. If Lessor fails to give Lessor's Notice within thirty (30) days after Lessor's receipt of a Lessee Option Notice, Lessee shall pay Monthly Monetary Consideration during the Extended Term at the rate Lessee was paying immediately prior to the expiration of the Term or, as the case may be, the preceding Extended Term.

3. The Premises may be used for operation of a communications tower, radio equipment, antennas and microwave and other dishes and for transmitting and receiving communications signals, and, in connection therewith, for the installation, repair, maintenance, operation, housing and removal of antennas, microwave and other dishes, wires, transmitters, receivers, appliances, machinery, trade fixtures and communications and other equipment (collectively, the "Equipment"), whether freestanding or located on or in improvements to be constructed upon or in the Premises, or for any other, related or similar, lawful purpose.

4. A. Lessor hereby grants and conveys to Lessee, for the benefit of Lessee and Lessee's Related Parties, the following easements ("Easements"), which shall remain in effect and shall be irrevocable during the Term and any Extended Terms:

(i) an Easement upon, over and across other real estate owned by Lessor described on Exhibit A attached hereto and described and depicted on Exhibit B attached hereto as "Easement For Ingress And Egress", to provide access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, to and from the Premises from and to the nearest public way, and to provide parking and temporary storage for service vehicles, equipment and supplies during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating improvements and/or Equipment pursuant to this agreement;

(ii) an Easement upon, over, under and across other real estate owned by Lessor described on Exhibit A attached hereto and described and depicted on Exhibit B attached hereto as "Easement For Ingress And Egress", for the purpose of construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communication facilities as may be

required in connection with the transmission and distribution of electricity, telephone and other communications and sounds and signals, and to provide access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, from and to the nearest public way, and to provide parking and temporary storage for service vehicles, equipment and supplies during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating such facilities; and

(iii) an Easement upon, over, under and across other real estate owned by Lessor, adjacent to the Premises, described on Exhibit A attached hereto and described and depicted on Exhibit B attached hereto as "Easement For Construction", for storage and use of construction materials and equipment during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating improvements or Equipment pursuant to this agreement, and during the time of set-up operations before, and clean-up operations after, any such construction, installation, removal, repair, relocation, replacement, maintenance or operation. After any such use, Lessee shall restore the area so used to at least as good a condition as before such use.

Lessor shall maintain, in good condition and repair, the areas covered by the Easements ("Easement Areas") throughout the Term and any Extended Terms. No additional rent or other payments shall be payable by reason of Lessor's grant of the Easements.

B. Lessor represents and warrants that, during the Term and any Extended Terms, Lessee and Lessee's Related Parties shall have free and unrestricted access for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment to and from the Premises, from and to an open public street, road or way, twenty-four (24) hours each and every day, seven (7) days each and every week, for the purpose of constructing, installing, removing, repairing, relocating, replacing, maintaining and operating Lessee's improvements and Equipment, and that Lessor shall not permit or suffer any interference with such free and unrestricted access.

C. At the request of Lessee or one of Lessee's Related Parties from time to time, and without further payment or consideration, Lessor shall grant and convey to Lessee or to the electric and/or telephone utility companies serving or authorized to serve the Premises, by and using such forms of instrument or easement agreement as are then being used by Lessee, any of Lessee's Related Parties or any of such companies, rights to use any existing poles owned by Lessor and/or easements to use other real estate owned by Lessor, for the purposes of construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communication facilities as may be required in connection with the transmission and distribution of electricity, telephone and other communications and sounds and signals; and to provide access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, from and to the nearest public way, and to provide parking and temporary storage for service vehicles, equipment and supplies during any time, from time to time, that Lessee, one of Lessee's Related Parties or one or more of such companies is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating such facilities or Lessee's improvements and/or Equipment; such easements to be on such terms and conditions as are customarily contained in such forms of instrument or easement agreement as are then being used by Lessee or any of such companies; provided that, without Lessor's prior consent, which consent shall not be unreasonably delayed or withheld, said easements shall not exceed in duration the longer of (i) the combined length of the Term and the Extended Terms, and (ii) the length of time requested by any of such utility companies; and Lessor shall take any and all actions and execute, acknowledge and deliver any and all documents requested by Lessee, any of Lessee's Related Parties or any of such companies in order to accomplish the foregoing.

5. A. Lessor represents and warrants that Lessor owns good and marketable title in fee simple to the Premises and the Easement Areas, free and clear of all liens and encumbrances except as set forth on Exhibit C attached hereto and made a part hereof, and Lessor acknowledges that Lessee is relying upon the foregoing representation and warranty in entering into this agreement and in expending monies in connection herewith. Lessor shall not encumber or permit any encumbrances, liens or restrictions on the title to the Premises or the Easement Areas other than those set forth on Exhibit C hereto, except with the prior written approval of Lessee; provided that Lessee's approval shall not be required if Lessor hereafter encumbers the Premises and the Easement Areas with the lien of a first mortgage given to secure a loan made to Lessor by a bank, savings and loan association or insurance company.

B. Lessor represents and warrants that no litigation or governmental, administrative, or regulatory proceeding is pending, proposed, or threatened with respect to the Premises or the Easement Areas, including, without limitation, claims of third parties.

6. A. Lessee shall pay all charges for utilities used by Lessee in connection with the Premises during the Term and any Extended Terms.

B. In the event of any default hereunder by Lessor, or if Lessor otherwise

(i) takes any action in contravention of this agreement or which impairs or threatens to impair (a) Lessee's exercise of its rights under this agreement, (b) Lessee's use of the Premises or the Easement Areas as permitted hereunder, or (c) the condition or integrity of Lessor's title to the Premises or the Easement Areas as mandated by this agreement, or

(ii) fails to take any action required by this agreement or required to preserve and maintain (a) Lessee's rights under this agreement, (b) Lessee's ability to use the Premises and the Easement Areas as permitted hereunder, or (c) the condition and integrity of Lessor's title to the Premises and the Easement Areas as mandated in this agreement,

then Lessee may, without being obligated to do so, immediately or at any time thereafter, without notice, cure such default or take action to reverse the effect of Lessor's action or inaction, all for the account and at the expense of Lessor; and if Lessee from time to time, by reason of such default, action or inaction by Lessor, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of money, then the sum so paid by Lessee, plus interest thereon from the date so paid by Lessee to the date repaid by Lessor, at eighteen percent (18%) per annum, shall be due from Lessor to Lessee upon demand, and Lessee may set-off or deduct such sum, including interest as aforesaid, from Lessee's rent obligations hereunder until Lessee is fully reimbursed therefor.

C. For purposes hereof, the term "Taxes" shall mean all state and local governmental taxes and assessments which are levied or assessed against the real estate in question. Lessee shall pay any and all Taxes which are levied or assessed during the Term against the Premises portion of the parcel of real estate presently owned by Lessor of which the Premises are a part (which parcel is presently designated by Permanent Tax Index Number 04-27-200-002 and is hereinafter called "Lessor's Property"), if and to the extent such Taxes are attributable to (i) entries added to the improvement portion of the assessed valuation of Lessor's Property for and by reason of improvements constructed or made on the Premises by Lessee (such added entries hereinafter referred to collectively as the "Added Lessee Improvements Entries"), if such Taxes are directly calculable based on the amount of the Added Lessee Improvements Entries, the applicable state equalization factor and the applicable tax rate or rates, or (ii) Lessee's use of the Premises; provided that Lessee and Lessee's Related Parties shall have the right, at Lessee's expense, to contest the amount and validity, in whole or in part, of any Taxes or portion thereof for which Lessee is responsible pursuant to the terms hereof, by appropriate proceedings diligently conducted. If requested by Lessor, Lessee shall furnish Lessor with evidence of payment of any Taxes

or portion thereof for which Lessee is responsible pursuant to the terms hereof. If any Taxes for which Lessee is responsible pursuant to the foregoing are billed to Lessor, Lessee shall pay Lessor the amount thereof promptly upon receipt from Lessor of (i) an invoice therefor from Lessor, and (ii) a true copy of the appropriate bill or bills for the Taxes or portion thereof for which Lessee is responsible pursuant to the terms hereof, certified by Lessor as true and correct, justifying such invoice. If any rebate of Taxes is made, the rebate (less the reasonable expenses incurred in obtaining same) shall be retained by or paid to Lessee based on the proportion which the Taxes paid by Lessee bears to the total amount of Taxes to which such rebate relates. Lessor shall promptly forward to Lessee copies of all applicable assessment and reassessment notices, tax bills and other matters relating to the above-described Taxes to the end that Lessee is not prejudiced in exercising the rights granted hereunder. Lessee is hereby authorized, at Lessee's option, to prepare and file at Lessee's expense, with the appropriate governmental authorities, a petition for tax division to designate the Premises as a separate tax parcel.

7. Lessee and Lessee's Related Parties shall have the right at any time during the Term and any Extended Terms, at their own expense (a) to construct or make any improvements of whatever kind or description upon or in the Premises, (b) to install Equipment upon or in the Premises, (c) to install Equipment such as wires, cables, junction boxes and related or similar fixtures upon or in the Easement Areas, and (d) to remove any such improvements and Equipment so constructed, made or installed. Any and all improvements and Equipment so constructed, made or installed shall remain personal property and shall belong to and be removable by Lessee during the Term and any Extended Terms, and for a reasonable time after the expiration of the Term and any Extended Terms or such earlier date as this agreement is terminated.

8. Lessee shall keep the Premises in good condition and repair in accordance with applicable state and municipal laws, and, at the expiration of the Term and any Extended Terms, or such earlier date as this agreement is terminated, Lessee will remove (to the ground level on the date hereof) all above-ground improvements and Equipment constructed, made or installed by Lessee, and will otherwise yield up the Premises in at least as good a condition as when the same were entered upon by Lessee, ordinary wear and tear and loss by causes beyond Lessee's control excepted.

9. Lessee and its agents may apply to governmental authorities and public utility companies, in Lessee's or Lessor's name, or jointly, for any Approvals and easements required of or deemed useful by Lessee for its use of the Premises, or in order to construct or make improvements, or to install Equipment, pursuant to this agreement. Lessor shall cooperate fully with Lessee in connection with the foregoing and, upon request of Lessee, shall take any and all actions and execute, acknowledge and deliver any and all documents and instruments reasonably requested by Lessee in connection therewith, including, without limitation, easements for public utilities. Lessee shall reimburse Lessor for any reasonable costs reasonably expended by Lessor in connection with the foregoing. Lessee shall pay all license, permit and inspection fees required in connection with its use of the Premises or the conduct of its business thereon.

10. This agreement and Lessee's obligations hereunder are contingent upon the occurrence of the following events on or before October 15, 1989:

- (a) Lessee shall have received the Approvals and easements referred to in paragraphs 2, 4C and 9 hereof; and
- (b) Lessee shall have received results of soil and/or radio frequency tests (to be obtained by Lessee at Lessee's expense) relating to the Premises, and such results are satisfactory to Lessee in its sole discretion.

If by said date one or more of such events shall not have occurred, then at Lessee's option, which shall be exercised, if at all, on or before October 31, 1989, Lessee may waive such contingencies and thereby keep this agreement in effect, or Lessee may terminate this agreement by giving a notice to Lessor on or before said date. Upon such termination by Lessee, the Term and all of

Lessee's obligations contained herein shall forthwith terminate and end on the date specified in such notice. If Lessee terminates this agreement, Lessor shall be entitled to retain all rent theretofore paid by Lessee.

11. Lessee shall indemnify Lessor and the Premises from all liens or claims for lien for labor or material by reason of any work done or material furnished Lessee in connection with construction pursuant to this agreement. If any such lien or claim for lien is filed against the Premises, Lessor shall give Lessee notice thereof and demand that Lessee remove the same, and if the same is not removed within thirty (30) days after Lessee receives such notice and demand, then (and only then) Lessor may (unless within such thirty (30) day period Lessee furnishes to Lessor reasonable security to protect against such lien), without inquiring into the validity thereof, remove the same at its expense, and Lessee shall repay Lessor for any amounts so advanced within fifteen (15) days after receipt of Lessor's statement therefor.

12. During the Term and any Extended Terms, Lessee shall, at its expense, obtain liability insurance issued by a company authorized to do business in Illinois, providing coverage in limits of at least \$1,000,000.00, in the event of bodily injury or death, or property damage, or both, as a result of any one accident or occurrence on the Premises. Lessee shall send a certificate therefor to Lessor within a reasonable time after receipt of Lessor's request therefor; provided that Lessor shall not make such a request more than a reasonable number of times. Such certificate shall list Lessor as an additional insured and shall contain a statement substantially as follows: "should any of the policies described [therein] be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named [therein], but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

13. Lessee and Lessor shall each be responsible for maintaining insurance covering their own property, whether or not located on the Premises. Lessor and Lessee each hereby waive any and all rights of recovery, claim, action, or cause of action, each may have against the other, its affiliates and their respective officers, directors, shareholders, partners, employees or agents, or any of their successors or assigns, on account of any loss or damage occasioned to Lessor or Lessee, its affiliates and their respective officers, directors, shareholders, partners, employees or agents, or any of their successors or assigns, as the case may be, or their respective property, by reason of fire, the elements or any other cause which could be insured against under the terms of standard all risk property insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees. Each party hereto, on behalf of its respective insurance companies insuring its property against any such loss, does hereby waive any right of subrogation that such companies may have against the other party hereto. The parties hereto covenant with each other that, to the extent such insurance endorsement is available, they will each obtain, for the benefit of the other, an explicit waiver of any right of subrogation from its respective insurance companies.

14. If this agreement has not been terminated pursuant to paragraph 10 hereof, then at Lessee's option, Lessee may terminate this agreement, effective as of a termination date selected by Lessee in its discretion (the "Termination Date"), by sending a termination notice ("Lessee's Termination Notice") to Lessor at least five (5) days prior to the Termination Date, and upon such termination the Term and all obligations of Lessee contained herein shall forthwith terminate and end on the Termination Date specified in Lessee's Termination Notice; provided that, notwithstanding any termination pursuant to this paragraph, and irrespective of the actual Termination Date, Lessee shall remain liable for the monthly rent due through the last to occur of (a) the second anniversary of the date of this agreement, and (b) the sixtieth (60th) day after the date of Lessee's Termination Notice.

15. Lessee shall have the unconditional right to sublease all or any part of the Premises or the Improvements and Equipment constructed, made or installed pursuant to this agreement for any use permitted by this agreement and/or to assign or transfer this agreement, all or any of Lessee's rights or interests hereunder and/or the Easements contained herein; and any such sublease, assignment or transfer may be absolute, conditional or in

consideration of or as additional security for any financing or equipment leasing arrangement into which Lessee may enter. Lessee shall have the right to record, register and/or file such evidence of any such sublease, assignment or transfer as Lessee may deem appropriate, without thereby committing a default under this agreement.

16. Lessor, on behalf of Lessor and all persons, corporations and other entities claiming by, through or under Lessor, and their respective heirs, executors, administrators, personal representatives, successors and assigns, covenants and agrees with Lessee that as long as Lessee, or one of Lessee's Related Parties, pays the rent herein reserved and performs all of Lessee's obligations hereunder, Lessee and Lessee's Related Parties (a) shall have quiet and peaceful enjoyment and possession of the Premises and the Easement Areas throughout the Term and any Extended Terms free from claims and demands by Lessor and all persons, corporations and other entities claiming by, through or under Lessor, or claiming under title paramount to Lessor, and (b) shall be entitled to exercise all of Lessee's rights hereunder during the Term and any Extended Terms.

17. Each party hereto shall, from time to time, within fourteen (14) days after a written request is made by the other party, execute, acknowledge and deliver to the requesting party a certificate in writing (a) stating that this agreement is unmodified and in full force and effect (or, if modified, stating in detail the nature of such modifications and stating that this agreement, as so modified, is in full force and effect) and stating the date to which rent and other charges have been paid, and (b) either stating that to the knowledge of the certifying party no default exists hereunder or specifying each default of which the certifying party has knowledge. Any such certificate may be conclusively relied upon by any person or entity. Failure to deliver such a certificate within fourteen (14) days after such request is made shall be conclusive against the party failing to deliver such certificate (a) that this agreement is in full force and effect, without modification except as may be represented by the party that requested such certificate, and (b) that the party that requested such certificate is not in default hereunder.

18. If (a) Lessee shall default in the payment of Monthly Monetary Consideration and such default shall continue for fifteen (15) days after written notice thereof is received by Lessee, or (b) Lessee shall default in the performance of any other of Lessee's obligations herein contained and such default shall continue for thirty (30) days after written notice thereof is received by Lessee (provided, however, that if the default reasonably cannot be cured within thirty (30) days, said thirty (30) day period shall be extended for such additional time as is reasonably necessary to cure the default), or (c) Lessee is adjudicated a bankrupt or a trustee is appointed for Lessee after a petition has been filed against Lessee under the Bankruptcy Act of the United States, or a receiver is appointed for Lessee's business or property (and the order of adjudication or appointing a trustee or receiver has not been vacated within sixty (60) days after the entry thereof), then, upon ten (10) days' notice to Lessee, Lessee's right to possession of the Premises may be terminated and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises, and if Lessor so elects by notice to Lessee, this agreement shall thereupon terminate, and upon termination of Lessee's right to possession, whether this agreement be terminated or not, Lessee shall surrender possession of the Premises immediately. Lessor hereby expressly waives any and all right to distraint for rent due and any and all landlord's liens or claim of such upon any or all property of Lessee and Lessee's Related Parties, on the Premises or the Easement Areas.

19. If any suit or action shall be brought to enforce or declare any of the terms of this agreement, to terminate this agreement, to recover possession of the Premises or to recover any rent or damages sustained as a result of a default in the performance of any obligations under this agreement or a breach of any of the representations and warranties herein contained, the party not prevailing in such suit or action shall be liable to the prevailing party for the prevailing party's costs and expenses, including, without limitation, court costs and reasonable attorneys' and expert witnesses' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered. Each party shall pay all costs and expenses,

including, without limitation, court costs and reasonable attorneys' and expert witnesses' fees, incurred by the other party in any litigation, negotiations or transactions in which the other party, without its fault, becomes involved or concerned by reason of this agreement.

20. All notices and demands under this agreement shall be in writing, and shall be deemed to have been given when delivered in person or by courier, or when mailed by United States registered or certified mail with proper postage prepaid, to Lessor, if intended for it, at the address for payment of rent designated by Lessor from time to time by notice to Lessee, or to Lessee, if intended for it, at Cellular One, 840 East State Parkway, Schaumburg, Illinois, 60173 Attention: Business Manager. Either party hereto may change the place for notice to it by sending like written notice to the other party hereto.

21. Each party hereto represents and warrants that it has full power and authority to enter into this agreement and to perform the covenants and obligations herein contained. Each person executing this agreement represents and warrants that he or she is duly authorized to execute this agreement.

22. This agreement and all the rights, covenants and obligations contained in this agreement shall inure to the benefit of and be binding upon Lessor, Lessee, Lessee's Related Parties and their respective heirs, executors, administrators, personal representatives, successors and assigns. It is understood that as of the date of this agreement, Lessor is comprised only of the party or parties named as such in this agreement or any other instrument executed herewith. If now or at any time hereafter Lessor is comprised of more than one person or entity, Lessor's obligations under this agreement shall be the joint and several obligations of all persons and entities comprising Lessor.

23. In any case where the approval or consent of Lessor is required, requested or otherwise to be given under this agreement, an approval or consent by any of the persons or entities comprising Lessor shall be sufficient, and Lessee may rely upon any such approval or consent. In any case where the approval or consent of Lessor is required under this agreement, Lessor shall not unreasonably delay or withhold its approval or consent.

24. This agreement supercedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof. This agreement may be executed in any number of counterparts, and by the different parties on different counterparts, each of which when executed shall be deemed an original, and all of which together shall constitute one and the same agreement. If any clause, phrase, provision or portion of this agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this agreement, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances. Changes in the number, gender and grammar of terms and phrases herein, where necessary to conform this agreement to the circumstances of the parties hereto, shall in all cases be assumed as though in each case fully expressed herein. This agreement shall be construed in accordance with the laws of the State of Illinois.

25. Contemporaneously with Lessor's execution hereof, Lessor shall furnish Lessee with a certified copy of Lessor's resolutions authorizing execution of this agreement and an opinion of Lessor's counsel in substantially the form attached hereto as Exhibit D.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

LESSOR:

CITY OF LOCKPORT, an Illinois
municipal corporation

By: Richard A. Wynne
Its: MAYOR

ATTEST: Edmund J. Rossetto
Its: CITY CLERK

LESSEE:

CELLULAR ONE® - CHICAGO, a division of
SOUTHWESTERN BELL MOBILE SYSTEMS, INC.

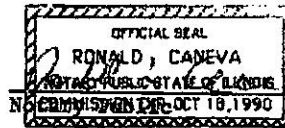
By: Dane F. Ershen
Its: _____

DANE F. ERSHEN
VICE PRESIDENT NETWORK OPERATIONS

NOTARY ACKNOWLEDGEMENT FOR CORPORATE LESSOR

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, RONALD L. CANEVA a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this July 31, 19 89, by Robert A. Wynveen and Edward G. Rossetto, personally known to me to be the Mayor and the City Clerk, respectively, of CITY OF LOCKPORT, an Illinois municipal corporation, on behalf of the corporation.

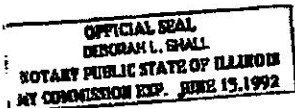


My commission expires: _____

NOTARY ACKNOWLEDGEMENT FOR LESSEE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, DEBORAH L. SHALLA, a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this AUGUST 22, 19 89, by DANE F. ERSHEM, personally known to me to be the Vice-President--Network Operations of CELLULAR ONE-CHICAGO, a division of SOUTHWESTERN BELL MOBILE SYSTEMS, INC., a corporation incorporated under the laws of the State of Delaware and the Commonwealth of Virginia on its behalf;



Deborah L. Shalla
Notary Public

My commission expires: 6-15-92

EXHIBIT A

Common address or approximate location of Premises:

425 West Division Street, Lockport, Illinois

Legal Descriptions:

REAL ESTATE DESCRIPTION

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP THIRTY-SIX NORTH, RANGE TEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-SEVEN; THENCE NORTH 89°-52'-24" WEST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SEVEN, A DISTANCE OF 658.14 FT. TO THE INTERSECTION WITH A LINE 100.00 FT. PERPENDICULARLY MEASURED SOUTHEAST OF AND PARALLEL WITH THE CENTER LINE OF ATCHISON TOPEKA AND SANTA FE RAILROAD; THENCE SOUTH 40°-03'-38" WEST ON SAID 100.00 FT. SOUTHEAST PARALLEL LINE, A DISTANCE OF 986.18 FT. TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF FAIRFIELD ADDITION TO LOCKPORT EXTENDED WEST; THENCE NORTH 89°-57'-22" EAST ON SAID SOUTH LINE OF FAIRFIELD ADDITION EXTENDED WEST, A DISTANCE OF 293.0 FT. TO THE POINT OF BEGINNING; THENCE NORTH 00°-02'-38" WEST A DISTANCE OF 50.0 FT.; THENCE NORTH 89°-57'-22" EAST A DISTANCE OF 40.0 FT.; THENCE SOUTH 00°-02'-38" EAST A DISTANCE OF 50.0 FT. TO THE SOUTH LINE OF SAID FAIRFIELD ADDITION EXTENDED WEST; THENCE SOUTH 89°-57'-22" WEST A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

EASEMENT FOR CONSTRUCTION

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP THIRTY-SIX NORTH, RANGE TEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-SEVEN; THENCE NORTH 89°-52'-24" WEST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SEVEN, A DISTANCE OF 658.14 FT. TO THE INTERSECTION WITH A LINE 100.00 FT. PERPENDICULARLY MEASURED SOUTHEAST OF AND PARALLEL WITH THE CENTER LINE OF ATCHISON TOPEKA AND SANTA FE RAILROAD; THENCE SOUTH 40°-03'-38" WEST ON SAID 100.00 FT. SOUTHEAST PARALLEL LINE, A DISTANCE OF 986.18 FT. TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID FAIRFIELD ADDITION TO LOCKPORT EXTENDED WEST; THENCE NORTH 89°-57'-22" EAST ON SAID SOUTH LINE OF FAIRFIELD ADDITION EXTENDED WEST, A DISTANCE OF 293.0 FT.; THENCE NORTH 00°-02'-38" WEST A DISTANCE OF 50.0 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°-02'-38" WEST A DISTANCE OF 40.0 FT.; THENCE NORTH 89°-57'-22" EAST A DISTANCE OF 50.0 FT.; THENCE SOUTH 00°-02'-38" EAST A DISTANCE OF 40.0 FT.; THENCE SOUTH 89°-57'-22" WEST A DISTANCE OF 50.0 FT. TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

EASEMENT FOR INGRESS AND EGRESS

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP THIRTY-SIX NORTH, RANGE TEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307 AND ALSO A PART OF LOTS THIRTY-ONE AND THIRTY-TWO IN SAID FAIRFIELD ADDITION, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-SEVEN; THENCE NORTH 89°-52'-24" WEST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SEVEN, A DISTANCE OF 658.14 FT. TO THE INTERSECTION WITH A LINE 100.0 FT PERPENDICULARLY MEASURED SOUTHEAST OF AND PARALLEL WITH THE CENTER LINE OF ATCHISON TOPEKA AND

SANTA FE RAILROAD; THENCE SOUTH $40^{\circ}-03'-38''$ WEST ON SAID 100.0 FT. SOUTHEAST PARALLEL LINE, A DISTANCE OF 986.18 FT. TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID FAIRFIELD ADDITION TO LOCKPORT EXTENDED WEST; THENCE NORTH $89^{\circ}-57'-22''$ EAST ON SAID SOUTH LINE OF FAIRFIELD ADDITION EXTENDED WEST, A DISTANCE OF 293.0 FT.; THENCE NORTH $00^{\circ}-02'-38''$ WEST A DISTANCE OF 50.0 FT. TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, HAVING AN ARC DISTANCE OF 61.70 FT. WITH A RADIUS OF 39.28 FT., ALSO HAVE A CHORD DISTANCE OF 55.55 FT. WITH A CHORD BEARING OF NORTH $44^{\circ}-57'-19''$ EAST; THENCE NORTH $89^{\circ}-57'-22''$ EAST A DISTANCE OF 22.36 FT.; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 45.12 FT. WITH A RADIUS OF 42.08 FT., ALSO HAVING A CHORD DISTANCE OF 42.99 FT. WITH A CHORD BEARING OF NORTH $59^{\circ}-14'-36''$ EAST; THENCE NORTH $28^{\circ}-31'-50''$ EAST A DISTANCE OF 48.15 FT.; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, HAVING AN ARC DISTANCE OF 72.31 FT. WITH A RADIUS OF 96.14 FT., ALSO HAVING A CHORD DISTANCE OF 70.62 FT. WITH A CHORD BEARING OF NORTH $50^{\circ}-04'-39''$ EAST; THENCE NORTH $71^{\circ}-37'-28''$ EAST A DISTANCE OF 89.28 FT.; THENCE SOUTH $86^{\circ}-15'-32''$ EAST A DISTANCE OF 99.93 FT.; THENCE SOUTH $69^{\circ}-39'-15''$ EAST A DISTANCE OF 113.69 FT. TO THE EASTERLY LINE OF SAID LOT THIRTY-TWO IN FAIRFIELD ADDITION, SAID LINE ALSO BEING THE WESTERLY LINE OF PRAIRIE AVENUE; THENCE SOUTH $29^{\circ}-33'-21''$ WEST ON SAID EASTERLY LINE OF LOT THIRTY-TWO, A DISTANCE OF 15.20 FT.; THENCE NORTH $69^{\circ}-39'-15''$ WEST A DISTANCE OF 109.07 FT.; THENCE NORTH $86^{\circ}-15'-32''$ WEST A DISTANCE OF 94.81 FT.; THENCE SOUTH $71^{\circ}-37'-28''$ WEST A DISTANCE OF 86.35 FT.; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 61.03 FT. WITH A RADIUS OF 81.14 FT., ALSO HAVING A CHORD DISTANCE OF 59.60 FT. WITH A CHORD BEARING OF SOUTH $50^{\circ}-04'-39''$ WEST; THENCE SOUTH $28^{\circ}-31'-50''$ WEST A DISTANCE OF 48.15 FT.; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, HAVING AN ARC DISTANCE OF 61.19 FT. WITH A RADIUS OF 57.08 FT., ALSO HAVING A CHORD DISTANCE OF 58.31 FT. WITH A CHORD BEARING OF SOUTH $59^{\circ}-14'-36''$ WEST; THENCE SOUTH $89^{\circ}-57'-22''$ WEST A DISTANCE OF 22.36 FT.; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 38.14 FT. WITH A RADIUS OF 24.28 FT., ALSO HAVING A CHORD DISTANCE OF 34.34 FT. WITH A CHORD BEARING OF SOUTH $44^{\circ}-57'-16''$ WEST; THENCE SOUTH $89^{\circ}-57'-22''$ WEST A DISTANCE OF 15.0 FT. TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

EXHIBIT B

(PLAT OF SURVEY AND/OR SITE PLAN TO BE INSERTED BY LESSEE)

EXHIBIT C

Liens and encumbrances to which the Premises and the Easement Areas are subject:

Lessee's rights under the agreement of which this Exhibit C is a part

EXHIBIT D

_____ 19____

Cellular One® - Chicago,
a division of Southwestern
Bell Mobile Systems, Inc.
840 East State Parkway
Schaumburg, IL 60195

Re: City of Lockport

Gentlemen:

We have acted as the attorneys for the City of Lockport ("City") in connection with that certain Site Agreement No. 80 - Lockport, Illinois, dated as of _____, by and between the City and Cellular One® - Chicago, a division of Southwestern Bell Mobile Systems, Inc. ("Cellular"), pursuant to which the City has leased to Cellular certain Premises (as such term is defined therein) and granted to Cellular certain Easements (as such term is defined therein) appurtenant to the Premises, all situated in the City of Lockport, in the County of Will and State of Illinois ("Agreement").

In connection with the opinions expressed below, we have reviewed the following: (i) the Agreement; (ii) [relevant enabling statute] ("Act") including, without limitation, Section _____ thereof; and (iii) such other information, data, documents, records and instruments as we have deemed necessary and relevant in order to enable us to render our opinions as hereinafter set forth.

Based on the foregoing, it is our opinion that: (1) the Agreement has been duly authorized, executed and delivered by the City and is valid, binding and enforceable against the City in accordance with its terms; (2) the City has taken all necessary corporate action with respect to the Agreement and has full power to enter into and perform its obligations under the Agreement; (3) no notice to or signature, acknowledgement, affidavit, certificate, consent, approval, resolution or other authorization of, or by, the City, its City Council, any elected official of the City or any other person is required in connection with the City's authorization, execution and delivery of the Agreement, and its performance thereunder and compliance therewith, other than the notices, signatures, acknowledgements, affidavits, certificates, consents, approvals, resolutions and authorizations that have been given, obtained or made to date; (4) neither the execution and delivery by the City of the Agreement, nor its compliance therewith, nor its performance of its obligations under the Agreement, will conflict with the Act, or, to our knowledge (having made due inquiry), will result in a default under or a breach of any other agreement or instrument to which the City is a party or may be bound; and (5) neither the execution and delivery by the City of the Agreement, nor its compliance therewith, nor its performance of its obligations under the Agreement, will result in a violation of the Act, any statute, regulation, law or ordinance, or, to our knowledge (having made due inquiry), will result in a violation of any order, writ, judgment or decree of any court, agency or governmental authority to which the City is a party or may be bound.

SCHEDULE 1

Monthly Monetary Consideration:

\$500 per month for the period through October 31, 1994;
\$700 per month for the period from November 1, 1994 through October 31, 1999;
\$850 per month for the period from November 1, 1999 through October 31, 2004;
\$1,000 per month for the period from November 1, 2004 through October 31, 2009;
\$1,200 per month for the period from November 1, 2009 through October 31, 2014; and
\$1,400 per month for the period from November 1, 2014 through October 31, 2019.

STATE OF ILLINOIS
COUNTY OF WILL

)
) SS
)

CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Lockport, Will County, Illinois, and as such official, I do further certify that attached hereto is a true and correct copy of Ordinance 89-164 adopted by the City Council of the City of Lockport, I do further certify that said Ordinance was duly adopted by a vote of 6 AYES and 0 NAYS of the City Council of the ^{1-PASS} City of Lockport at a meeting thereof held JULY 17TH, 1989.

IN WITNESS WHEREOF, I have unto set my official hand of office and seal of said City the 16TH day of AUGUST, 1989.



City Clerk, City of Lockport
Will County, Illinois

(seal)

ANNEX PARCEL LEASE AGREEMENT

This ANNEX PARCEL LEASE AGREEMENT (this "*Lease*") is made and entered into, and becomes effective on, this 12th day of December, 2016 (the "*Effective Date*") by and between the City of Lockport, an Illinois municipal corporation (hereinafter referred to as "*Lessor*") and American Tower Asset Sub II, LLC, a Delaware limited liability company (hereinafter referred to as "*Lessee*"). (The Lessor and Lessee are collectively referred to herein as the "*Parties*").

RECITALS

WHEREAS, Lessor is the owner of that certain parcel of land (the "*Parent Parcel*") situated at 425 West Division Street, Lockport, Illinois; and

WHEREAS, Lessor and SBC Tower Holdings, LLC, and/or one of its affiliates and/or its predecessors in interest, (the "*Master Lease Lessee*") entered into that certain Site Agreement No. 80 – Lockport, Illinois dated July 17, 1989 as amended by that certain Amendment to Site Agreement No. 80 dated November 1, 1994 (collectively herein the "*Master Lease*"), whereby the Lessor demises and leases ground space to the Master Lease Lessee on a portion of the Parent Parcel, together with certain easements for access and public utilities (the "*Leased Parcel*", which together with the Parent Parcel is described, designated and/or depicted on Exhibit A attached hereto and made a part hereof); and

WHEREAS, Lessee, or its predecessor in interest, and the Master Lease Lessee have entered into that certain Lease and Sublease agreement dated December 14, 2000 as may have been amended from time to time, whereby Lessee, pursuant to an individual site lease (that certain related Site Designation Supplement dated December 14, 2000), subleases from Master Lease Lessee all or a portion of the Leased Parcel; and

WHEREAS, Lessee now desires to lease directly from Lessor certain ground space adjacent to the Leased Parcel, together with utility, access, and other easements, for use by Lessee and/or its customers, to erect, construct, install, maintain and/or operate telecommunications equipment in the same or similar manner in which the Master Lease Lessee and Lessee make use of the Leased Premises.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree and contract as follows:

LEASE

1. **Incorporation of Terms of the Master Lease.** Lessor and Lessee hereby agree that the terms of the Master Lease, to the extent they are not inapplicable or inconsistent with any provision contained in this Lease, shall be adopted and incorporated herein, by reference or otherwise, as material terms of this Lease. Any reference to the parties of the Master Lease shall hereafter apply, as is logically appropriate, to the Parties. All terms of the Master Lease that contradict the terms of this Lease shall not be binding upon the Parties for the purposes of this Lease. Therefore, in any instance whatsoever, where the provisions of this Lease contradict the terms of the Master Lease, the terms of this Lease shall control.

2. **Lease and Description of Annex Parcel.** Commencing on the Rent Commencement Date (as defined below), Lessor hereby leases to Lessee approximately six hundred and three (603) square feet of land (the "***Annex Parcel***") which is described, designated and/or depicted on **Exhibit B** attached hereto and made a part hereof. Lessor also hereby grants to Lessee, for the term of this Lease, an irrevocable non-exclusive and unconditional rights-of-way and appurtenant easement over, upon, under, through and across the land described, designated and/or depicted on **Exhibit C** attached hereto and made a part hereof for ingress, egress, regress and the installation and maintenance of utilities (the "***Easement***").

3. **Initial Term.** The lease of the Annex Parcel pursuant to this Lease commences on the Rent Commencement Date (as defined below) and shall expire on the last day of the current term of the Master Lease. (This term shall be hereinafter referred to as the "***Initial Term***"; the date that this Lease expires is the "***Expiration Date***").

4. **Extension of Term.** Lessee is hereby granted the option to extend the Expiration Date of this Lease concurrent with any extension of the Master Lease term (an "***Extended Term***"). Each option for an Extended Term shall be deemed automatically exercised without notice by Lessee to Lessor unless Lessee gives Lessor at least thirty (30) days written notice of its intention not to exercise any such option, prior to the beginning of an Extended Term, in which case, this Lease shall expire at the end of the then current term. All references hereinafter to the "***Term***" shall mean the Initial Term and any Extended Terms granted as provided for in this Lease.

5. **Rental.**

(a) The "***Rent Commencement Date***" shall be the earlier of: (i) the date Lessee notifies Lessor in writing that Lessee elects to commence leasing the Annex Parcel; (ii) the date Lessee issues a written "Notice To Proceed" or similar document to a customer of the Lessee for the purpose of commencing such customer's installation of equipment at or on all or a portion of the Annex Parcel; (iii) the date that a customer of the Lessee actually commences to install, occupy and/or use such customer's equipment or other personal property at or on the Annex Parcel; or (iv) eighteen (18) months after the Effective Date of this Lease.

(b) The Rent Commencement Date shall be contingent on:

- (i) Lessee entering into a binding agreement with a customer of the Lessee for such customer's occupation of all or a portion of the Annex Parcel and Lessee and/or such customer obtaining all necessary certificates, permits, licenses, and other approvals that may be required by any federal, state, or local authority for such customer to occupy and operate on the Annex Parcel; and
- (ii) Lessee determining, at its sole discretion, that the status of title of Lessor as to the Annex Parcel and/or Easement is reasonably acceptable to Lessee; and
- (iii) Lessee determining at its sole discretion that the Annex Parcel, Easement and Parent Parcel are clear of any hazardous substances, which include

any material or substance which is or becomes defined as a hazardous substance, pollutant, or contaminant, subject to reporting, investigation, or remediation pursuant to any federal, state, or local governmental authority, and any oil, or petroleum products or their by-products.

(c) If any one of the above contingencies in subsections 5(b)(i) through (iii) are not satisfied, then Lessee may, at any time prior to the Rent Commencement Date, by written notice to Lessor, terminate this Lease in its entirety and this Lease shall then be null and void and of no further force and effect.

(d) Throughout the Initial Term, commencing on the Rent Commencement Date, Lessee shall pay monthly rent for the Annex Parcel in amount of Two Hundred and Fifty and 00/100 Dollars (\$250.00) (the "**Rent**"). Throughout the Term Lessee shall make all rental payments to the Lessor or to such other person, firm or place as the Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Rent will increase at the same rate as the rent payable under the Master Lease increases.

6. Termination of Lease. During the Term hereof, this Lease shall automatically terminate immediately upon the termination of the Master Lease, for any reason (including without limitation the Master Lease Lessee's or Lessee's failure to cure any default pursuant to the terms of the Master Lease as the Lessee acts as Master Lease Lessee's managing agent, within the cure periods set forth therein) unless Lessee notifies Lessor that Lessee desires that this Lease is to remain in full force and effect. Lessee shall have thirty (30) days from receipt of any notice of termination concerning the Master Lease to notify Lessor that this Lease shall not terminate.

7. Use.

(a) The Annex Parcel may be used by Lessee and any of its affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, antennae and other personal property as Lessee may deem necessary or appropriate, which may be located at, on or within the Annex Parcel from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Annex Parcel, shall not be deemed to be part of the Parent Parcel, but instead shall remain the property of Lessee or the applicable Permitted Parties. At any time during the Term, Lessee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Annex Parcel. Lessee and/or Permitted Parties may make, without the need for consent or approval of Lessor, any improvements, alterations or modifications to the Annex Parcel as are deemed appropriate by Lessee, in its sole and absolute discretion. Lessee shall have the unrestricted and exclusive right, exercisable without the need for consent or approval of Lessor, to lease, sublease, license, or sublicense any portion of the Annex Parcel, but no such lease, sublease, license, or sublicense shall relieve or release Lessee from its obligations under this Lease.

(b) The Easement may be used by Lessee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Annex Parcel, at all times during

the Term on a seven (7) days a week, twenty-four (24) hours per day basis. Lessee shall also have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead, overland and underground utilities, including, without limitation, electric, water, gas, sewer, telephone, fiber and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, through or under the Easement in order to connect the same to utility services located outside of the Annex Parcel. Notwithstanding the foregoing, Lessor shall not in any manner prevent, disturb, and/or limit access to the Easement or use of the Easement by Lessee or any of the Permitted Parties, and Lessor shall not utilize the Easement in any manner that interferes or has the potential to interfere with Lessee's or any of the Permitted Parties' use of the Easement as provided herein. The Easement and the rights granted herein with respect to the same shall be assignable or otherwise transferable by Lessee to any public or private utility company to further effect this provision without the consent or approval of Lessor.

(c) In the event of casualty or destruction of the improvements made on the Annex Parcel, either in whole or in part, in Lessee may, at Lessee's sole discretion, erect, construct, and/or install additional or substitute improvements at, on or within the Annex Parcel, and may install substitute improvements on a temporary basis on the Parent Parcel to assure continuation of telecommunication services.

(d) Lessor hereby expressly consents to, and authorizes, the use by Lessee and Lessee's tenants of the Annex Parcel and Easement in any and all manner consistent with the terms of this Lease. All rights granted to Lessee and Lessee's tenants under this Lease pertaining to the use of the Annex Parcel, including all subleasing provisions, are also expressly granted to Lessee as sublessee under the Master Lease. Lessor hereby agrees that any use of the Annex Parcel by Lessee and/or its tenants consistent with the terms of this Lease shall not render Lessee and/or the Master Lease Lessee to be in default under the terms of the Master Lease or to be in breach thereof. Lessor further agrees that the provisions contained in this Section 7(d) shall survive the expiration of this Lease and thereafter Lessor shall not have the right or option to, and shall not deem the Master Lease Lessee or Lessee as subtenant and management agent of the Master Lease Lessee under the Master Lease to be in default or breach of the Master Lease based upon any default or breach of this Lease by Lessee or its tenants.

8. Governmental Approvals. Without limiting any of Lessee's other rights under the Lease, Lessor shall cooperate with Lessee, at no out-of-pocket expense to Lessor, in Lessee's efforts to obtain, maintain, renew and reinstate any and all of the certificates, permits, licenses, zoning, variances and other approvals which may be required from any federal, state or local authority as well as any necessary easements for Lessee or Lessee's sublessees, licensees, and/or customers' occupation and/or use of the Annex Parcel and Easement (collectively, the "**Approvals**"). Lessor agrees to execute within fifteen (15) days after receipt of a written request from Lessee any and all documents necessary, in Lessee's reasonable judgment, and in a form reasonably acceptable to Lessee to allow Lessee and its sublessees, licensees, and/or customers to obtain, maintain, renew or reinstate the Approvals.

9. Assignment. This Lease or any of Lessee's rights hereunder may be freely sold, assigned or transferred at any time by Lessee so long as any such assignee agrees to assume Lessee's obligations hereunder. Upon any such assignment, Lessee shall be released from any further obligations hereunder accruing from or after the date of any such assignment. Lessor

may assign this Lease in its entirety to any third party in conjunction with a sale of the Parent Parcel or with the transfer of the Master Lease. Except as provided for above, neither Lessor nor Lessee shall assign this Lease without the other's prior written consent.

10. Notices. All notices hereunder must be in writing and shall be deemed validly given when delivered by hand, by nationally recognized overnight express delivery service or by First Class United States mail, certified, return receipt requested, addressed as follows:

Lessor:

CITY OF LOCKPORT
ATTN: CITY ATTORNEY'S OFFICE
222 E 9TH ST
LOCKPORT IL 60441

Lessee:

AMERICAN TOWER CORPORATION
ATTN: LAND MANAGEMENT
10 PRESIDENTIAL WAY
WOBURN MA 01801

Any notice or other communication validly given as herein provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date received, if sent by overnight express delivery or if sent by U.S. mail. The parties may substitute recipient's names and addresses by giving at least twenty-one (21) days written notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice. Lessor agrees that notice to Lessee will not be deemed validly given and effective if such notice does not reasonably reference the following information: Site/Tower Name - Lockport IL 1 and Site/Tower Number - 303912.

11. Binding Effect. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of Lessor and Lessee and shall constitute covenants running with the land.

12. Memorandum of Agreement. Upon request by Lessee, Lessor shall execute and deliver to Lessee a Memorandum(s) of Agreement, reflecting this Lease, in a form reasonably acceptable to Lessee and which is recordable in the jurisdiction in which the Parent Parcel is situated. Lessor shall also complete and execute any other document required by the recording authority to be submitted in conjunction with the recording of any Memorandum(s) of Agreement, including but not limited to transfer tax documents and sale disclosure forms. No executed Memorandum(s) of Agreement entered into pursuant to this Section 12 shall be construed to control or govern this Lease nor shall it be construed to be evidence of the intent of the Parties in relation to this Lease.

13. Entirety; Modification; Counterparts. This Lease, together with the incorporated terms of the Master Lease, constitute the entire agreement among the Parties regarding the

Annex Parcel and Easement. Any amendment to this Lease must be in writing and signed and delivered by authorized representatives of the Parties in order to be effective. This Lease will be governed by the laws of the state in which the Parent Parcel is situated. This Lease may be executed in any number of counterparts, each of which shall be an original, and which may be delivered via electronic means including but not limited to email, but all of which taken together shall constitute one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Lease bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Lease notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Lease and without the requirement that the unavailability of such original, executed counterpart of this Lease first be proven.

14. Opportunity to Cure. If Lessee shall fail to pay any rental or other amounts payable under this Lease when due, or if Lessee should fail to perform any other of the covenants, terms or conditions of this Lease, prior to exercising any rights or remedies against Lessee on account thereof, Lessor shall first provide Lessee with written notice of the failure and provide Lessee with a thirty (30) day period following receipt of such notice to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Lease) or a sixty (60) day period following receipt of such notice to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Lease). If the failure is not a failure to pay rental or any other sum of money hereunder and is not capable of being cured within a sixty (60) day period, Lessee shall be afforded a reasonable period of time to cure the failure provided that Lessee promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

15. Estoppels. Each party agrees to furnish to the other, within thirty (30) days after request, such estoppel information as the other may reasonably request.

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IN WITNESS WHEREOF, Lessor and Lessee have each executed this Lease as of the Effective Date written above.

LESSOR

City of Lockport

Signature: _____
Print Name: _____
Title: _____

WITNESSES

Signature: Alice Matteucci
Print Name: Alice Matteucci

Signature: Thomas A. Thanas
Print Name: THOMAS A. THANAS
Interim City Attorney

ACKNOWLEDGMENT

Commonwealth/State of Illinois)

County of Will)

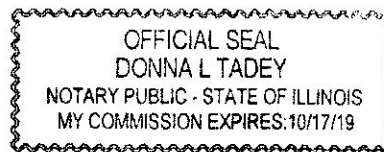
On the 5th day of December, 2016, before me, Donna L. Tadey (here insert name of Notary here), a Notary Public, personally appeared Steve Streit, Alice Matteucci (here insert name of signatory), personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Donna L. Tadey

Print Name: Donna L. Tadey

My commission expires: _____



(Seal)

[LESSEE SIGNATURE APPEARS ON THE NEXT PAGE -- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LESSEE

American Tower Asset Sub II, LLC

Signature: [Signature]
Print Name: Margaret Robinson
Title: Senior Counsel

WITNESSES

Signature: [Signature]
Print Name: _____
Signature: [Signature]
Print Name: Melissa Meaney

ACKNOWLEDGMENT

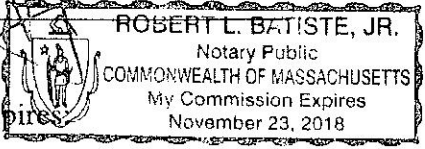
Commonwealth of Massachusetts)

County of Middlesex)

On the 12th day of December, 2016, before me, Robert L. Batiste, Jr., a Notary Public, personally appeared Margaret Robinson (here insert name of signatory), personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]
Print Name: _____
My commission expires _____



(Seal)

[END OF SIGNATURES – REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A

**DESCRIPTION, DESIGNATION AND/OR DEPICTION OF PARENT PARCEL AND
LEASED PREMISES**

Parent Parcel

Legal description of Parent Parcel:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE SOUTH LINE OF DIVISION STREET 30 FEET EAST OF THE PRESENT EASTERLY RIGHT OF WAY LINE OF THE ATCHISON [SIC] TOPEKA AND SANTE [SIC] FE RAIL WAY COMPANY MEASURED AT RIGHT ANGLES TO SAID RIGHT OF WAY RUNNING THENCE EAST ALONG SAID SOUTH LINE OF DIVISION STREET TO A POINT INTERSECTING THE WESTERLY BOUNDARY OF FAIRFIELD ADDITION TO LOCKPORT THENCE SOUTHWESTERLY ALONG SAID WESTERLY BOUNDARY LINE OF SAID FAIRFIELD ADDITION 328.22 FEET THENCE WEST ALONG AN EXTENSION OF THE SOUTH BOUNDARY OF SAID FAIRFIELD ADDITION TO A POINT 36 FEET EASTERLY OF THE SOUTH BOUNDARY RIGHT OF WAY LINE OF SAID ATCHISON TOPEKA AND SANTE [SIC] FE RAIL WAY COMPANY MEASURED AT RIGHT ANGLES TO SAID RIGHT OF WAY THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND 30 FEET DISTANT SAID RIGHT OF WAY LINE TO THE PLACE OF BEGINNING IN TOWNSHIP 36 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

Leased Parcel

Legal description of portion of Parent Parcel leased to SBC Tower Holdings, LLC:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE 3RD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 89°52'24" WEST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 658.14 FEET TO THE INTERSECTION WITH A LINE 100.00 FEET PERPENDICULARLY MEASURED SOUTHEAST OF AND PARALLEL WITH THE CENTER LINE OF ATCHISON TOPEKA AND SANTA FE RAILROAD; THENCE SOUTH 40°03'38" WEST ON SAID 100.00 FEET SOUTHEAST PARALLEL LINE, A DISTANCE OF 986.18 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF FAIRFIELD ADDITION TO LOCKPORT EXTENDED WEST; THENCE NORTH 89°57'22" EAST ON SAID SOUTH LINE OF FAIRFIELD ADDITION EXTENDED WEST, A DISTANCE OF 293.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°02'38" WEST A DISTANCE OF 50.0 FEET; THENCE NORTH 89°57'22" EAST A DISTANCE OF 40.0 FEET; THENCE SOUTH 00°02'38" EAST A DISTANCE OF 50.0 FEET TO THE SOUTH LINE OF SAID FAIRFIELD

[EXHIBIT A CONTINUES ON NEXT PAGE]

EXHIBIT A (CONTINUED)

ADDITION EXTENDED WEST; THENCE SOUTH 89°57'22" WEST A DISTANCE OF 40.0 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

Legal description of non-exclusive easement granted to SBC Tower Holdings, LLC:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP THIRTY-SIX NORTH, RANGE TEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307 AND ALSO A PART OF LOTS THIRTY-ONE AND THIRTY-TWO IN SAID FAIRFIELD ADDITION, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-SEVEN; THENCE NORTH 89°52'24" WEST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SEVEN, A DISTANCE OF 658.14 FT. TO THE INTERSECTION WITH A LINE 100.0 FT. PERPENDICULARLY MEASURED SOUTHEAST OF AND PARALLEL WITH THE CENTER LINE OF ATCHISON TOPEKA AND SANTA FE RAILROAD; THENCE SOUTH 40°03'38" WEST ON SAID 100.0 FT. SOUTHEAST PARALLEL LINE, A DISTANCE OF 986.18 FT. TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID FAIRFIELD ADDITION TO LOCKPORT EXTENDED WEST; THENCE NORTH 89°57'22" EAST ON SAID SOUTH LINE OF FAIRFIELD ADDITION EXTENDED WEST, A DISTANCE OF 293.0 FT.; THENCE NORTH 00°02'38" WEST A DISTANCE OF 50.0 FT. TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, HAVING AN ARC DISTANCE OF 61.70 FT. WITH A RADIUS OF 39.28 FT., ALSO HAVE A CHORD DISTANCE OF 55.55 FT. WITH A CHORD BEARING OF NORTH 44°57'19" EAST; THENCE NORTH 89°57'22" EAST A DISTANCE OF 22.36 FT.; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 45.12 FT. WITH A RADIUS OF 42.06 FT., ALSO HAVING A CHORD DISTANCE OF 42.99 FT. WITH A CHORD BEARING OF NORTH 59°14'36" EAST; THENCE NORTH 28°31'50" EAST A DISTANCE OF 48.15 FT.; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, HAVING AN ARC DISTANCE OF 72.31 FT. WITH A RADIUS OF 98.14 FT., ALSO HAVING A CHORD DISTANCE OF 70.62 FT. WITH A CHORD BEARING OF NORTH 50°04'39" EAST; THENCE NORTH 71°37'28" EAST A DISTANCE OF 89.28 FT.; THENCE SOUTH 86°15'32" EAST A DISTANCE OF 99.93 FT.; THENCE SOUTH 69°39'15" EAST A DISTANCE OF 113.69 FET. TO THE EASTERLY LINE OF SAID LOT THIRTY-TWO IN FAIRFIELD ADDITION, SAID LINE ALSO BEING THE WESTERLY LINE OF PRAIRIE AVENUE; THENCE SOUTH 29°33'21" WEST ON SAID EASTERLY LINE OF LOT THIRTY-TWO, A DISTANCE OF 15.20 FT.; THENCE NORTH 69°39'15" WEST A DISTANCE OF 109.17 FT.; THENCE NORTH 86°15'32" WEST A DISTANCE OF 94.81 FT.; THENCE SOUTH 71°37'28" WEST A DISTANCE OF 86.35 FT.; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 61.03 FT. WITH A RADIUS OF 81.14 FT., ALSO HAVING A CHORD DISTANCE OF 59.60 FT. WITH A CHORD BEARING OF SOUTH 50°04'39" WEST; THENCE SOUTH 28°31'50" WEST A DISTANCE OF 48.15 FT.; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, HAVING AN ARC DISTANCE OF 61.19 FT. WITH A RADIUS OF 57.08 FT.,

[EXHIBIT A CONTINUES ON NEXT PAGE]

EXHIBIT A (CONTINUED)

ALSO HAVING A CHORD DISTANCE OF 58.31 FT. WITH A CHORD BEARING OF SOUTH 59°14'36" WEST; THENCE SOUTH 89°57'22" WEST A DISTANCE OF 22.36 FT.; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 38.14 FT. WITH A RADIUS OF 24.28 FT., ALSO HAVING A CHORD DISTANCE OF 34.34 FT. WITH A CHORD BEARING OF SOUTH 44°57'16" WEST; THENCE SOUTH 89°57'22" WEST A DISTANCE OF 15.0 FT TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

[END OF EXHIBIT A]

EXHIBIT B

DESCRIPTION AND DEPICTION OF ANNEX PARCEL

Annex Parcel

Legal description of Annex Parcel:

ALL THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE 3RD PRINCIPAL MERIDIAN, LYING DIRECTLY WEST OF FAIRFIELD ADDITION TO LOCKPORT, A SUBDIVISION RECORDED JULY 6, 1892 AS DOCUMENT NO. 169307, WILL COUNTY ILLINOIS, DESCRIBED AS; COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89°54'24" WEST 998.71 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 00°05'36" WEST 704.71 FEET TO THE NORTHWEST CORNER OF A 40.00 FOOT BY 50.00 FOOT ATC LEASE AREA; THENCE SOUTH 00°02'38" EAST 0.75 FEET ALONG THE WEST LINE OF SAID LEASE AREA FOR THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00°02'38" EAST 33.50 FEET; THENCE SOUTH 89°57'22" WEST 18.00 FEET; THENCE NORTH 00°02'38" WEST 33.50 FEET; THENCE NORTH 89°57'22" EAST 18.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. CONTAINING 603.00 SQUARE FEET MORE OR LESS.

[END OF EXHIBIT B]

EXHIBIT C

DESCRIPTION AND DEPICTION OF EASEMENT

Easement

Legal description of Easement:

PART OF LOT 2 OF SANGAMON CENTER SUBDIVISION AS SHOWN BY THE PLAT THEREOF RECORDED AS DOCUMENT NO. 376070 IN BOOK 22, PAGE 31 IN THE OFFICE OF RECORDER OF DEEDS OF SANGAMON COUNTY, ILLINOIS, DESCRIBED AS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 2 AND THE WESTERLY RIGHT OF WAY OF CHATHAM ROAD; THENCE S00°33'18"E ALONG THE SAID RIGHT OF WAY A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF LOT 3; THENCE S89°27'57"W ALONG THE NORTH LINE OF LOT 3 DISTANCE OF 251.68 FEET; THENCE N00°43'55"E A DISTANCE OF 17.61 FEET; THENCE N89°16'04"E A DISTANCE OF 79.00 FEET; THENCE S83°12'01"E A DISTANCE OF 22.57 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE N89°27'58"E ALONG THE SOUTH LINE OF LOT 2 A DISTANCE OF 149.90 FEET TO THE POINT OF BEGINNING.

[END OF EXHIBIT C]