

Site: IL 7512 – B/ Utica  
Market: Chicago

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is dated as of April 13, 2005, by Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications ("Nextel" or "Tenant") and the Village of North Utica, an Illinois municipal corporation ("Owner" or "Landlord").

For One Dollar (\$1.00) paid to Owner, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Owner owns a parcel of land ("Land") located in the Village of Utica, County of LaSalle, State of Illinois, commonly known as 600 South Norman Drive, Utica, Illinois 61373 (APN: 19-09-304-003/004/005/006/007/008/009/010). The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Owner hereby leases to Nextel and Nextel leases from Owner approximately ten thousand (10,000) square feet of the Land and all access and utility easements necessary or desirable therefor ("Premises"), as may be described generally in Exhibit B annexed hereto.
2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("Effective Date"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("Due Diligence Period"), Nextel shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Nextel may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Nextel determines, during the Due Diligence Period, that the Premises are not appropriate for Nextel's intended use, or if for any other reason, or no reason, Nextel decides not to commence its tenancy of the Premises, then Nextel shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Nextel expressly acknowledge and agree that Nextel's access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Nextel shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.
3. **Term.** The term of Nextel's tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date") and shall terminate on the fifth anniversary of the Term Commencement Date ("Term") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term.
4. **Rent.** Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent One Thousand Four Hundred and 00/100 Dollars (\$1,400.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Landlord at 142 Mill Street, P.O. Box 188, Utica, Illinois 61373; Attention: Village Clerk. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord. Rent shall be increased on each anniversary of the Term Commencement Date by an amount equal to three percent (3%) of the Rent then in effect for the previous year.
5. **Use.** From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests as may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

6. **Facilities; Utilities; Access.**

(a) Tenant has the right to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefor ("Tenant Facilities"). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Land, but is not required to remove any foundation more than one (1) foot below grade level. Upon expiration or earlier termination of this Agreement, Tenant shall plant sod and provide fill if necessary to restore the Premises to a level condition or its original condition, reasonable wear and tear excepted. Tenant shall provide Landlord with a copy of Tenant's plans ("Plans") for approval prior to construction. Landlord shall give such approval, which approval shall not be unreasonably withheld, delayed or conditioned, or provide Tenant with its requests for changes within ten (10) business days of Landlord's receipt of Tenant Plans. If Landlord does not provide such approval or request for changes within such ten (10) business day period, Landlord shall be deemed to have approved the Plans. Landlord shall not be entitled to receive any additional consideration in exchange for giving its approval of Tenant's Plans.

(b) Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. In connection therewith, Landlord hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of Landlord's Property as necessary or desirable therefor. Landlord agrees to sign such documents or easements, at no cost to Tenant or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Landlord and the servicing utility company.

(c) Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Land, and such right and easement may be described generally in Exhibit B

(d) Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways. Notwithstanding the foregoing, Tenant may construct an access road to the Premises ("Access Road"), across the Land as more fully described in Exhibit B, if Tenant reasonably determines such Access Road is necessary for Tenant's ingress to and egress from the Premises. Tenant shall be responsible for maintaining and repairing such Access Road until the expiration or earlier termination of this Agreement, at its sole expense, less reasonable wear and tear or loss by casualty or other causes beyond Tenant's reasonable control. Landlord shall be responsible for any damages to the Access Road caused by use of the Access Road by Landlord, or Landlord's agents, employees, licensees, invitees or contractors, and shall be responsible for maintaining and repairing the Access Road from and after the expiration or earlier termination of this Agreement, which costs shall be Landlord's sole responsibility.

7. **Interference.**

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Land, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Land or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use

best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

8. **Taxes.** The parties to this Agreement hereby acknowledge that, by virtue of Landlord's not-for-profit activities thereon, the Land is exempt from real estate taxes as of the date of this Agreement. In the event that the tax exempt status of the Land should change as a direct result of Lessee's improvements on the Premises, and as a result Lessor is required to pay real estate taxes, Lessee and Lessor agree that Lessee shall, at its sole option, do one of the following: (i) pay all such taxes on behalf of the Lessor, (ii) pursue such remedy as Lessee deems appropriate, including but not limited to, contesting such loss of status or subdivision of the Premises from the Land, or (iii) terminate this Agreement. If Lessee subdivides the Premises in order for Lessor to retain its tax-exempt status, then Lessee will only be responsible for the taxes allocated for the Premises. Lessee's obligation to pay such taxes, pursue other remedies, or to terminate this Agreement is conditioned upon Lessor providing to Lessee the documentation from the taxing authority, reasonably acceptable to Lessee, indicating that the change in status is directly attributable to Lessee's improvements on the Premises. Both parties hereto agree that Lessee will not be responsible for any taxes owed prior to the commencement of this Agreement or for tax years subsequent to the expiration or termination of this Agreement.

9. **Waiver of Landlord's Lien.**

(a) Landlord waives any lien rights it may have concerning the Tenant Facilities, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

(b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iii) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Tenant if any environmental report for the Land reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by Tenant if the Landlord fails to deliver to Tenant an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below.

11. **Destruction or Condemnation.** If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.**

(a) Tenant, at Tenant's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Tenant shall provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 12. Alternatively, Tenant shall have the option of providing Landlord with evidence of such coverage electronically by providing to Landlord a Uniform Resource Locator ("URL")

Link to access Tenant's memorandum of insurance ("MOI") website in order for Landlord to review the coverage required by this Paragraph 12.

(b) Landlord, at Landlord's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Land and Landlord's property located thereon. Within thirty (30) days following the Effective Date, Landlord shall provide Tenant with a COI evidencing the coverage required by this Paragraph 12. Alternatively, Landlord shall have the option of providing Tenant with evidence of such coverage electronically by providing to Tenant a URL Link to access Landlord's MOI website in order for Tenant to review the coverage required by this Paragraph 12. If Landlord incurs any increased insurance costs as a result of this Agreement, Tenant agrees to reimburse Landlord for such increased costs within thirty (30) days of Tenant's receipt of evidence of such increase.

(c) Each party shall be named as an additional insured on the other's policy.

13. **Waiver of Subrogation.** Landlord and Tenant release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Land or the Premises or to the Tenant Facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage caused by any of the risks insured against under any insurance policy required by Paragraph 12.

14. **Liability and Indemnity.** Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents, employees or contractors in or about the Land. The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

15. **Assignment and Subletting.** Tenant may assign this Agreement, or sublet or license the Premises or any portion thereof, which shall be evidenced by written notice thereof to Landlord within a reasonable period of time thereafter. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Landlord's Lien") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

16. **Warranty of Title and Quiet Enjoyment.** Landlord warrants that: (i) Landlord owns the Land in fee simple, has rights of access thereto from the nearest public roadway, which Tenant is legally permitted to use, and the Land and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.

17. **Repairs.** Tenant shall repair any damage to the Premises or Land caused by the negligence or willful misconduct of Tenant. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Tenant shall repair the Premises to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's reasonable control excepted.

18. **Hazardous Material.**

(a) As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below), and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Landlord from, and Landlord has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

(b) Without limiting Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Land by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption; including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

19. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Land and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

**Landlord:**

Village of North Utica  
142 Mill Street  
P.O. Box 188  
Utica, Illinois 61367  
Attn: Village Clerk  
Phone: (815) 667-4111  
With a copy to:

Herb Klein, Esq.  
817 Peoria Street  
P.O. Box 484  
Peru, Illinois 61354  
Phone: (815) 223-3434

**Tenant:**

Nextel Communications  
400 West Grand Avenue  
Elmhurst, Illinois 60126  
Attn: Senior Manager Site Development  
Phone: (630) 379-5700

**With a copy to:**

Nextel Communications, Inc.  
2001 Edmund Halley Drive  
Reston, VA 20191-3436  
Second Floor, Mail Stop 2E225  
Attn: Contracts Manager - Legal

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

(f) This Agreement shall be governed by the laws of the State of Illinois.

(g) Landlord agrees to execute and deliver to Tenant a Memorandum of Agreement in the form annexed hereto as Exhibit C and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Land is located.

(h) In the event the Land is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and deliver to Tenant an executed and acknowledged non-disturbance and attornment instrument for each such mortgage or deed of trust in a recordable form reasonably acceptable to both parties.

(i) Landlord agrees to fully cooperate with Tenant (including obtaining and/or executing necessary documentation) to clear any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.

(j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(k) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(l) Both parties took part in the negotiation of this Agreement and agree that legal concepts intended to construe the Agreement against the drafter will not apply against either party.

(m) In the event of any breach or default by either party, the other party shall be entitled to all rights and remedies provided for in this Agreement and/or available at law, in equity, by statute or otherwise, all of which rights and remedies shall be cumulative (and not exclusive).

(n) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(o) All Recitals set forth above, and all Riders and Exhibits annexed hereto, form material parts of this Agreement and are hereby incorporated herein by this reference.

(p) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(q) If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

(r) The obligations of this Agreement are contingent upon the necessary zoning approval being issued by Landlord.

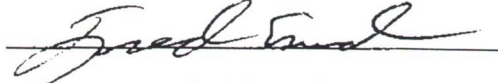
20. **Supplier Diversity.** Nextel is committed to equal employment and vendor diversity. As part of this commitment, it is the policy of Nextel that small business concerns, veteran-owned small business concerns, HUBZone small business concerns, women-owned small business concerns, small disadvantaged business concerns (including 8(a) business concerns) and historically black colleges and universities and minority institutions ("Diverse Suppliers," as further defined below) shall have the maximum practicable opportunity to participate in performance of contracting between Nextel and its vendors. The term "Diverse Supplier(s)" shall mean and be defined as set forth in Federal Acquisition Regulation Part 19 and 13 C.F.R. Part 121. In addition, "Historically black colleges and universities," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean and include institutions determined by the Secretary of Education to meet the requirements of 34 C.F.R. Section 608.2; any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; and "Minority institutions," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. §1135d-5(3)); and also Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. §1059c(b)(1)). Landlord shall confirm in the space below whether or not Landlord reasonably believes it qualifies as a Diverse Supplier.

\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

**LANDLORD:**

Village of North Utica,  
an Illinois municipal corporation

By:   
Name: Fred Esmond

Title: Mayor

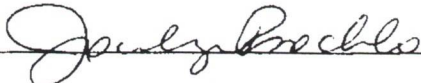
Date: 4-13-05

Tax I.D.: E9995-5903-05

Diverse Supplier:  Yes  No

**TENANT:**

Nextel West Corp.,  
a Delaware corporation,  
d/b/a Nextel Communications

By:   
Name: Jocelyn Prochilo

Title: Vice President of Site Development - Midwest

Date: 3/18/05



VILLAGE OF NORTH UTICA,  
COUNTY OF LASALLE,  
STATE OF ILLINOIS

ORDINANCE NO. 2010 - 21

AN ORDINANCE AUTHORIZING THE EXECUTION  
OF A LEASE EXTENSION BY  
THE VILLAGE OF NORTH UTICA, LA SALLE COUNTY, ILLINOIS  
(TowerCo.)

Date Passed: July 14, 2010

Date Posted: July 14, 2010

DO NOT REMOVE FOR 10 DAYS  
FROM DATE OF POSTING

VILLAGE OF NORTH UTICA  
LASALLE COUNTY,  
ILLINOIS

ORDINANCE NO. 2010 - 11

AN ORDINANCE AUTHORIZING THE EXECUTION  
OF A LEASE EXTENSION BY  
THE VILLAGE OF NORTH UTICA, LA SALLE COUNTY, ILLINOIS

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WHEREAS, the Village of North Utica (the "Village") is a Home Rule Municipality in accordance with the Constitution of the State of Illinois, 1970; and

WHEREAS, the Village entered into a certain Communications Site Lease Agreement, dated April 13, 2005, as amended, with Nextel West Corp., a Delaware corporation d/b/a Nextel Communications ("Sprint/Nextel") relating to the property located at 600 S. Norman Street, Utica, Illinois; and

WHEREAS, Sprint/Nextel assigned all its right, title and interest in, to and under the said Agreement to TowerCo Assets LLC, a Delaware limited liability company (Tenant), by a certain Assignment and Assumption of Ground Lease dated September 23, 2008; and

WHEREAS, the term of the Agreement is for five (5) years commencing on August 8, 2005, and may be extended for five (5) successive five (5) year terms upon request of Tenant; and

WHEREAS, the Board of Trustees of the Village of North Utica, LaSalle County, Illinois ("the Village"), after full consideration, has determined it to be in the best interests of the Village to extend the term of the Agreement for an additional five (5) years, and Tenant has requested same;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTH UTICA, A HOME RULE MUNICIPALITY, LASALLE COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1:** The Village, as Landlord, hereby approves the extension of the Communications Site Lease Agreement between Landlord and Nextel West Corp., TowerCo, for an additional five (5) year term from August 8, 2010 through August 7, 2015.

**Section 2:** The Village President and Village Clerk are authorized to execute any and all documents required.

**Section 3:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**UPON MOTION** by Trustee Mary Pawlak, seconded by Trustee Kevin Stewart, adopted at a regular meeting of the Board of Trustees of the Village of North Utica, Illinois on the 14<sup>th</sup> day of July, 2010, by roll call vote as follows:

ROLL CALL VOTE:

TRUSTEE	AYE	NAY	ABSENT
M. Pawlak	✓		
Alvarado	✓		
Skoog	✓		
R. Pawlak	✓		
Stewart	✓		
Jereb	✓		

APPROVED this 14<sup>th</sup> day of July, 2010

  
Fred Esmond, Village President

ATTEST:

  
Laurie Gbur, Village Clerk

STATE OF ILLINOIS            )  
  )  
COUNTY OF LASALLE        )

SS

I, Laurie Gbur, do hereby certify that I am the duly elected, qualified and acting Clerk of the Village of North Utica, the County and State aforesaid, and, as such Clerk, I am the keeper of the records and files of the President and Board of Trustees of the Village.

I do further certify that the attached and foregoing is a true and current copy of:

AN ORDINANCE AUTHORIZING THE EXECUTION  
OF A LEASE EXTENSION BY  
THE VILLAGE OF NORTH UTICA, LA SALLE COUNTY, ILLINOIS

as passed by the Board of Trustees of the said Village of North Utica, Illinois, at its regular meeting held on July 14, 2010, and as approved by the President of said Village on July 14, 2010.

IN WITNESS WHEREOF, I have hereto affixed my official signature and the corporate seal of said Village of North Utica, Illinois.

(SEAL)

Laurie A. Gbur  
Village Clerk

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STATE OF ILLINOIS            )  
  )  
COUNTY OF LASALLE        )

SS

**Certificate of Pamphlet Publication**

I, Laurie Gbur, certify that I am the duly elected and acting municipal clerk of the Village of North Utica, LaSalle County, Illinois. I further certify that on July 14, 2010, the Corporate Authorities of the above municipality passed and approved Ordinance No. 2010-21 entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION  
OF A LEASE EXTENTION BY  
THE VILLAGE OF NORTH UTICA, LA SALLE COUNTY, ILLINOIS

which provided by its terms that it should be published in pamphlet form. The Pamphlet Form of Ordinance No. 2010-21 and a cover sheet thereof was prepared, and a copy of the Ordinance was posted in the Village Hall, commencing on July 14, 2010 and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated this 14 day of July, 2010.

Laurie A. Gbur  
Village Clerk

(BACK OF PAMPHLET)



2009-04631

THOMAS E. LYONS  
LASALLE COUNTY RECORDER  
OTTAWA, IL  
RECORDED ON  
02/24/2009 11:05AM

REC FEE: 36.00  
RHSP FEE: 10.00  
PAGES: 6

(E)

(Recorder's Use Above This Line)

STATE OF ILLINOIS

Parcel No: 19-09-304-003 thru 19-09-304-010

COUNTY OF LA SALLE

MEMORANDUM OF AGREEMENT

Document Date: Feb. 6, 2009

Grantor/Lessor: THE VILLAGE OF NORTH UTICA, a municipal corporation  
Address: 142 Mill Street, PO Box 188, Utica, IL 61373-0188

Grantee/Lessee: TOWERCO ASSETS LLC, a Delaware limited liability company  
Address: 5000 Valleystone Drive, Cary, NC 27519

Legal Description of the Land is attached as Attachment A on Page 5

Prepared by and after recording return to:  
TowerCo  
Attention: Legal  
5000 Valleystone Drive  
Cary, NC 27519

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("Memorandum") is entered into on this 6<sup>th</sup> day of Feb., 2009, by and between **THE VILLAGE OF NORTH UTICA**, a municipal corporation, having a mailing address of 142 Mill Street, PO Box 188, Utica, IL 61373-0188 (hereinafter referred to as "Landlord"), and **TOWERCO ASSETS LLC**, a Delaware limited liability company, having a mailing address of 5000 Valleystone Drive, Cary, NC 27519 (hereinafter referred to as "Tenant").

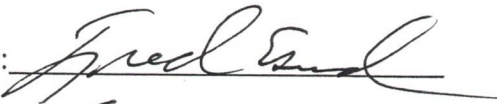
1. Landlord and Nextel West Corp., a Delaware corporation d/b/a Nextel Communications ("Sprint/Nextel") entered into that certain Communications Site Lease Agreement (Ground) dated April 13, 2005, as amended, if applicable (as amended, the "Agreement") for certain real property and easements described in **ATTACHMENT B** attached hereto (collectively, the "Premises"), which are a portion of that certain parcel of real property owned by Landlord located in the County of La Salle, State of Illinois described in **ATTACHMENT A** attached hereto (the "Land").
2. Sprint/Nextel assigned all its right, title and interest in, to and under the Agreement to Tenant, by that certain Assignment and Assumption of Ground Lease dated September 23, 2008 to be recorded among the official records of the County of La Salle, State of Illinois.
3. The term of the Agreement is for five (5) years commencing on August 8, 2005.
4. The Agreement may be extended for five (5) successive five (5) year terms.
5. The purpose of the Memorandum is to give record notice of the Agreement and of the rights created thereby, all of which are hereby confirmed. The terms of the Agreement are incorporated herein by reference. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Agreement, such conflicting or additional terms shall be deemed to be part of the Agreement and shall otherwise amend the Agreement and be controlling.

**[SIGNATURES APPEAR ON NEXT PAGE]**

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

**LANDLORD:**

THE VILLAGE OF NORTH UTICA, a  
municipal corporation

By: 

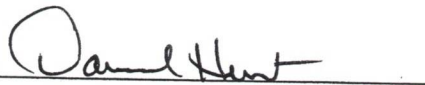
Name: Fred Esmond

Title: Village President

Date: 2/3/09

**TENANT:**

TOWERCO ASSETS LLC, a Delaware  
limited liability company

By: 

Name: Daniel Hunt

Title: Vice President and CFO

Date: 2/6/09

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

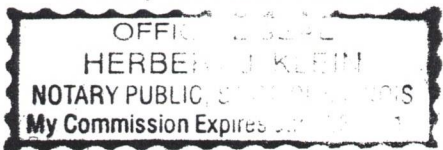


LANDLORD ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss:  
COUNTY OF LaSalle )

On 2/3/09 before me, Herbert J. Klein  
personally appeared Fred Esmerly, Village President, who proved to me on the basis  
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument. I certify under penalty of perjury under the laws of the State of  
Illinois that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Herbert J. Klein  
Notary Public: Illinois  
My Commission Expires: 1/23/2011

(NOTARY SEAL)

TENANT ACKNOWLEDGMENT

STATE OF North Carolina )  
 ) ss:  
COUNTY OF Wake )



On 2-6-09 before me, Angela Edwards-Rash  
personally appeared Daniel Hunt, who proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument. I certify under penalty of perjury under the laws of the State of  
North Carolina that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Angela Edwards-Rash  
Notary Public: Angela Edwards-Rash  
My Commission Expires: 7-15-2009

(NOTARY SEAL)

Angela Edwards-Rash  
Commission Expires 7/15/2009  
Wake County, North Carolina

**ATTACHMENT A**  
**LAND**

Lots 2 and 3 in Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 3 in N.J. Carey Subdivision of part of the West Half of the Southwest Quarter of Section 9, Township 33 North, Range 2, East of the Third Principal Meridian, in the Village of North Utica in LaSalle County, Illinois. Subject to possible drain tile on the East side of Block 2 in N.J. Carey Subdivision as revealed by Warranty Deed dated January 8, 1948 and recorded January 10, 1948 in Book 891, Page 251 as Doc. #366619.  
Tax Parcel Nos. 19-09-304-003, 19-09-304-004, 19-09-304-005, 19-09-304-006, 19-09-304-007, 19-09-304-008, 19-09-304-009, 19-09-304-010

**ATTACHMENT B**  
**PREMISES**

An approximately Ten Thousand (10,000) square foot portion of the Land and all access and utility easements necessary therefor.

Lease Area:

That part of Lots 9 and 10 in Block 3 in N.J. Carey Subdivision, Utica, Illinois, described as beginning at the Southeast corner of said Lot 10; thence in a Westerly direction, 100.00 feet along the South line of said Lots 9 and 10; thence in a Northerly direction 100.00 feet parallel with the East line of said Block 3; thence in an Easterly direction 100.00 feet parallel with the South line of said Block 3 to the East line said Block 3; thence in a Southerly direction 100.00 feet along said East line to the Point of Beginning.

Access Easement:

That part of Lots 5, 5, 7, 8, and 9 in Block 3 of the N.J. Carey Subdivision, Utica, Illinois, described as beginning at the Southeast corner of Lot 10 in Block 2, said Point being the Southeast corner of Block 3; thence in a Westerly direction 100.00 feet along the South line of said Block 3 to the Point of Beginning; thence continuing in a Westerly direction 198.55 feet along the South line of said Block 3 to the Southwest corner of said Block 3; thence in a Northerly direction 240.00 feet along the West line of said Block 3 to the Northwest corner of said Block 3; thence in an Easterly direction 15.00 feet along the North line of said Block 3; thence in a Southerly direction 225.00 feet parallel with the West line of said Block 3; thence in an Easterly direction 183.58 feet parallel with the South line of said Block 3 to the West line to the Lease Area; thence in a Southerly direction 15.00 feet along the West line of said Lease Area to the Point of Beginning.