

LEASE AGREEMENT

This Lease Agreement (herein the "Agreement"), made as of 7-12, 2006, between, VILLAGE OF UTICA, 255 Mill Street, Utica, Illinois 61373, (the "Landlord") and Illinois Valley Cellular, RSA2-I Partnership, (the "Tenant"), 200 Riverfront Drive, Marseilles, Illinois.

RECITALS:

Landlord owns certain real property located in the Village of Utica, Utica Township, LaSalle County, State of Illinois, which Tenant wishes to lease and which is described in Exhibit A, which is attached hereto and made a part hereof. Tenant further wishes to obtain access, utility and construction easements as described in Exhibit B and elsewhere in this Lease. Said descriptions are subject to survey and upon completion of such survey the descriptions therein shall be substituted for and as Exhibit A and Exhibit B.

The Landlord has been duly authorized by ordinance or other applicable authority to enter into this Lease.

NOW, THEREFORE, for value received and the mutual promises contained in this Agreement, Landlord and Tenant agree as follows:

PART I: PRIOR CONDITIONS.

1.1 Upon request, Landlord shall furnish to Tenant before or after execution and delivery of this Agreement copies of any title evidence covering the property which Landlord may have and or any documents evidencing Landlord's authority to enter into this Lease. Tenant may order a title commitment for an ALTA leasehold title insurance policy issued by the Chicago Title Insurance Company insuring Tenant's leasehold interest in the Property. If the title commitment shall show exceptions which are not acceptable to the Tenant, the Tenant shall have the right to cancel this lease without penalty. Tenant shall pay the cost of such title commitment and policy.

1.2 This Lease Agreement is subject to the Tenant obtaining the following:

- a. The Tenant obtaining special use permits or zoning variances as may be necessary to allow the premises to be used for the construction and operation of telecommunications facility including tower.
- b. The Tenant obtaining approval from the Federal Aviation Agency and the Federal Communications Commission to construct and operate a telecommunications facility including tower.
- c. The Tenant obtaining such construction permits as the Tenant deems necessary for the construction of any improvements which the Tenant deems necessary.

Upon the execution of this Lease, the Tenant shall have the right to enter the property for the purposes of surveying and making soil borings and other tests of suitability for construction. Tenant shall, upon request, provide proof of liability insurance covering damages or injuries arising from such testing.

In the event the Tenant is unable to obtain FCC or FAA approval or is unable to obtain any necessary zoning variances or construction permits or in the event the soil borings show the site to be

unsuitable for the construction of a telecommunications facility, including tower and so notifies the Landlord, the Agreement shall be null and void.

1.3 This Lease Agreement is subject to the Landlord obtaining from any effected owners and lien holders an easement in favor of the Tenant its successors and assigns for ingress, egress, and utilities over, under, and across that portion of the Easement described in Exhibit B, which exhibit is attached hereto, as may be owned by any other owners. Said easement shall be in a form suitable for recording and shall contain terms acceptable to the Tenant. Landlord shall deliver the executed easement to the Tenant within thirty (30) days of the execution of this Lease.

PART II: LEASE AGREEMENT.

2.1 **Initial Term.** The initial term of this Lease of the premises described in Exhibit A and all easements described in Exhibit B and elsewhere in this Lease or attached as exhibits hereto shall begin on _____, 2006. Landlord hereby leases the Property to Tenant for an initial term of five (5) years, with an initial monthly rate of ONE THOUSAND and No/100 (\$1,000.00) DOLLARS, with an increase of THIRTY and No/100 (\$30.00) Dollars, THREE (3%) per cent of the initial rental amount) on each annual anniversary date payable on the first day of each month, in advance, to Landlord at the address set forth in Section 3.7 below, or to such other person, firm or place as the Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

In addition to the cash rent herein specified, Tenant shall provide, at Tenant's expense, VILLAGE OF UTICA, with a Landowner Service Plan including SIX (6) cellular telephones with three thousand one hundred fifty (3150) minutes of free Illinois statewide monthly service. The free minutes shall be shared between the six telephones and, said minutes are neither accruable nor transferable. The furnishing of the cellular telephones and service is to the Village of Utica for Village business only and is not transferable or assignable, and it shall terminate upon the termination of this lease, or the sale, assignment, or transfer of any interest of the Village of Utica in this lease.

2.2 **Automatic Extension of Lease.** This Lease will be automatically renewed and extended for up to four (4) additional five (5) year terms unless the Tenant shall give the Landlord written notice of its intention to terminate the Lease at least thirty (30) days prior to the end of the then-current term.

2.3 **Rental During Extension Terms.** The monthly rent for the first (1st) year of the five (5) year extension term shall be ONE THOUSAND ONE HUNDRED FIFTY THREE and 60/100 (\$1153.60) Dollars with an annual increase of THIRTY-THREE and 60/100 (\$33.60) Dollars thereafter; for the second (2nd) five (5) year extension term the monthly rent shall be ONE THOUSAND THREE HUNDRED TWENTY-SIX and 64/100 (\$1326.64) Dollars with an annual increase of THIRTY-EIGHT and 64/100 (\$38.64) Dollars thereafter; for the third (3rd) five (5) year extension term the monthly rent shall be ONE THOUSAND FIVE HUNDRED TWENTY-FIVE and 64/100 (\$1525.64) Dollars with an annual increase of FORTY-FOUR and 44/100 (\$44.44) Dollars thereafter; and for the fourth (4th) five (5) year extension term the monthly rent shall be ONE THOUSAND SEVEN HUNDRED FIFTY-FOUR and 50/100 (\$1754.50) Dollars with an annual increase of FIFTY-ONE and 10/100 (\$51.10) Dollars thereafter.

2.4 **Year-to-Year Terms.** If at the end of the fourth (4th) five year extension term, this Lease has not been terminated by Landlord giving to Tenant written notice of intention to terminate at least three (3) months prior to the end of such term, then, unless Tenant terminates the Lease by giving written notice to

Landlord prior to the end of the term, this Lease shall automatically continue in force upon the same terms and conditions for a further term of one (1) year and for annual terms thereafter until terminated either by Landlord giving written notice to Tenant of its intention to terminate at least three (3) months prior to the end of such term, or by Tenant's giving at least three (3) months written notice of termination before the end of the applicable term. Monthly rental for these annual periods shall be equal to the rent paid for the last month of the fourth (4th) five (5) year extension plus an additional Three (3%) percent of the base amount for the last year of the fourth (4th) five year extension.

2.5 **Use of Property.** Tenant may use the Property only for the purpose of constructing and operating a telecommunication transmitting and receiving site, which may include a tower not to exceed 300 feet in height. Tenant may remove any existing above ground improvements and trees and growth on the Property and may construct such improvements as Tenant may desire, provided they are in compliance with applicable laws. All improvements (including fixtures) added to the Property shall be at Tenant's expense and shall be Tenant's property. Tenant agrees it will repair any damage to any surrounding property owned by Landlord caused by its activities.

2.6 **Removal of Tenant's Property at End of Lease.** Tenant, upon termination of this Lease, shall, within ninety (90) days after the termination of this Lease, remove all of its improvements, personal property, and fixtures, and shall restore the Property substantially to its original condition, reasonable wear and tear excepted. Tenant will not be required to remove any driveways, sidewalks, foundation, underground piping or wiring or any other fixtures or improvements installed below ground level provided, however, that all concrete shall be removed to a level three (3) feet below the surface of the premises. At Landlord's request made before the termination date of the Lease and before Tenant commences removing the same, Tenant will leave any security fence built by Tenant to become the property of Landlord, but Tenant may in any case remove any building, all of its equipment, and any antenna installed at the Property. Any property not removed within the time period specified in this Lease by Tenant shall be come the property of Landlord. In the event this Lease has been sold or otherwise assigned, and the restoration of the premises has not been completed within 6 months of the date of termination of the Lease, the original Tenant shall, upon written notice, complete the restoration as provided herein within an additional 90 days of the date of the receipt of written notice of the assignee's failure to restore. In the event the terms of this provision are enforced by court order against the original Tenant, the original Tenant shall pay the Landlord's attorneys fees together with damages in an amount sufficient to pay for the restoration of the premises.

2.7 **Mowing.** The Tenant shall at Tenant's expense, keep the property mowed.

2.8 **Indemnification.** Landlord and Tenant hereby agree to indemnify, defend and hold each other harmless from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by the other, or its agents, excepting, however, such claims or damages as may be due to or caused by the acts of the other, or its agents all to the extent such liabilities, claims, costs, damages, expenses, losses and fees would not be covered by insurance, whether or not such insurance is actually in effect. Neither party shall have any obligation under this Section unless notified in writing of any such claim or loss within ten (10) business days of receipt by the other party of notice of such claim or loss. The Tenant shall maintain Comprehensive General Liability Insurance in an amount and company acceptable to the Landlord. The Tenant currently maintains general liability insurance coverage in the amount of \$1,000,000.00 together with excess liability coverage of \$9,000,000.00. During the term of this lease, the Tenant shall maintain liability coverage in an amount not

less than the existing coverage, which current coverage shall be deemed acceptable to the Landlord unless the Landlord shall provide written notice to the Tenant of its unacceptance.

2.9 **Payment of Utilities.** Tenant shall pay for all utilities used by Tenant in connection with the Property.

2.10 **Estoppel Certificates.** At all times, either party shall, upon twenty (20) days prior written request by the other, deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, in effect as modified and setting forth the modifications and the dates thereof), the dates to which rent and other charges have been paid, and stating whether or not, to the knowledge of the party delivering such certificate, the requesting party is in default in performance of any agreement contained in this Lease and, if so, specifying each such default and whether there are any counterclaims.

2.11 **Defaults.** In the event of default under this Lease by Tenant or Landlord, the other party shall be entitled to such remedies as shall then be provided by law. In the event of default, prior to, and as a condition precedent to, the exercise of any remedy, Landlord or Tenant shall give written notice of such default and the nature thereof and the other party shall have thirty (30) days, after such notice within which to cure such default, during which period no remedy shall be pursued. If Landlord defaults in any of its obligations under this Lease, Tenant may perform Landlord's obligation and may offset from the rent or any other amounts next payable Tenant's costs and expenses of doing so. This shall not limit other remedies available to Tenant under this Agreement or applicable law, including but not limited to, the right to recover or offset any consequential damages caused by Landlord's default, provided however, that prior to pursuing any other remedy, Landlord shall have Thirty (30) days after delivery of written notice in which to cure such default.

2.12 **Right of Early Termination.** Tenant may terminate this Lease at any time upon thirty (30) days written notice and the payment to Landlord of a sum equal to one (1) years rent at the then-current rental.

2.13 **Quiet Enjoyment.** Landlord covenants that Tenant, on paying the rent and performing the Lease, shall have peaceable and quiet enjoyment of the Property.

2.14 **Lease Memorandum.** Upon the request of the Tenant, Landlord agrees to deliver to Tenant an executed Lease Memorandum covering only the leased premises and Tenant may record the Lease Memorandum in the real estate records of the county where the Property is located.

2.15 **RF Interference**

(a) *Interference with a Pre-existing Use.* Tenant's use of the Tower Site and its operation of all of its Approved Equipment thereon (including any subsequent modification or alteration thereto) shall be conducted in a manner that does not interfere electrically, or in any other manner whatsoever with any then pre-existing use of the Tower Site by Landlord or other uses of the Tower Site ("Pre-Existing Use"). In the event that any Pre-Existing Use experiences interference cause by Tenant or Tenant's Approved Equipment (including any subsequent modification or alteration thereto). Tenant shall be notified in writing of such interference and Tenant shall power down its equipment and/or cease operations in order to correct and eliminate such interference within seventy-two (72) hours after Tenant's receipt of such notice. If Tenant

does not cease all interfering operation within such seventy-two (72) hour period, Landlord shall have the right to disconnect Tenant's equipment until such time as Tenant can affect repairs to the interfering Approved Equipment. If Tenant is unable to eliminate the interference, or reduce it to a level acceptable to the affected user of the Pre-Existing Use, within a period of thirty (30) days following such initial notice (provided that during such 30 day period, Tenant may operate its equipment intermittently during off-peak hours for testing purposes only), then Landlord may in addition to any other rights it may have for Tenant's breach hereof, terminate this Agreement. In the event that Tenant is notified of any interference experienced by a Pre-Existing Use on the Tower Site alleged to be caused by Tenant's operations thereon, Tenant shall be obligated to perform whatever actions are necessary, at Tenant's sole cost and expense, to eliminate such interference and shall not be released from its obligation to continue to pay the Monthly Tenant Fee during any period that Tenant can not operate from the Tower Site pursuant to this Section 2.15. Notwithstanding any other provision of this Lease, if Tenant, in its sole and absolute discretion, determines that the interference cannot be corrected by means acceptable to the Tenant, the Tenant shall have the right to terminate this Lease on thirty (30) days written notice delivered to the Landlord. Such termination shall be without payment or penalty by the Tenant.

(b) *Interference by Subsequent Use.* Landlord agrees that Landlord and Landlord's customers' use of the Tower Site whose equipment is installed or modified or whose use is altered or modified, interferes electrically, or in any other manner whatsoever with any then pre-existing of the Tower Site by the Tenant subsequent to the Tenant's then current permitted operations. In the event that Tenant experiences interference cause by any Subsequent Use, Tenant shall notify Landlord in writing of such interference and Landlord shall, or shall cause the operator of the interfering Subsequent Use, to power down its equipment and/or cease operations in order to correct and eliminate such interference within seventy-two (72) hours after Landlord's receipt of such notice. If such Subsequent Use is unable to operate without causing such interference, or if such interference is not reduced to a level acceptable to Tenant, within a period of thirty (30) days (provided that during such 30 day period the Subsequent Use may be operated intermittently during off-peak hours for testing purposes only), then Tenant, may, in addition to any other rights it may have for Landlord's breach hereof, terminate this Agreement. In the event that Landlord is notified of any interference experienced by Tenant alleged to be caused by a Subsequent Use on the Tower Site, Landlord shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary, at no cost or expense to Tenant, to eliminate such interference. For the purposes of establishing the rights and obligations under this Section 2.15, the Parties agree that Tenant's Approved Equipment has been in operation at the Tower Site prior to the Effective Date of this Agreement. Nothing in this paragraph shall be interpreted as causing the existing use of the adjoining property to be construed as a subsequent use, provided however, that there is no change in the existing use of the adjoining property by Nextel that is not authorized by Nextel's current lease with the Village of Utica.

2.16 **Taxes and Assessments.** If the property is made subject to real estate tax by reason of improvements constructed or made by Tenant on the Property and owned by Tenant rather than Landlord (such improvements sometimes hereinafter referred to collectively as the "Tenant Improvements", the Tenant shall reimburse Landlord for any portion of the Taxes assessed, levied or incurred during the term on or against the Property to the extent such portion is directly attributable to the Tenant Improvements and is directly calculable based on the amount of the Added Tenant Improvements, the applicable state equalization factor and the applicable tax rate; provided that Tenant and Tenant's Related Parties shall have the right at Tenant's expense, to contest the amount and validity, in whole or in part, of any taxes or portion thereof for which Tenant is responsible. Tenant's reimbursement to Landlord shall be made with thirty (30) days of Tenant's receipt of (i) an invoice therefore from Landlord, (ii) a true copy of the appropriate bill or

bills for the taxes or portion thereof for which Tenant is responsible pursuant to the terms thereof, and (iii) a computation of the sum payable by Tenant pursuant to the terms hereof, certified by Landlord 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 Tenant based on the proportion which the Taxes paid by Tenant bears to the total amount of taxes to which such rebate relates. Landlord shall promptly forward to Tenant copies of all applicable assessment and reassessment notices, tax bills and other matters relating to the taxes to the end that Tenant is not prejudiced in exercising the rights granted hereunder.

The term "Taxes" as used herein shall mean: all county and local governmental real estate taxes, assessments, and charges levied, assessed or charged against the real estate and improvements in question.

2.17 **Road Repair.** The Tenant agrees that Tenant shall repair any damage to the roadway over the access easement as may be caused by or arising out of Tenant's use of said roadway or by Tenant's construction activity. Provided however, that nothing in this paragraph shall relieve any other user of the easement roadway from its obligation to repair or maintain the roadway. As used in this paragraph repair any damage to the roadway shall mean restore the roadway to the condition it is in on the date of execution of this Agreement.

2.18 **Village of Utica Communication Antenna.** Upon written request of the Village of Utica Tenant shall consider and shall not unreasonably withhold permission from the Village of Utica to install one communication antenna on the communication tower which Tenant intends to construct on the property. Provided however, that nothing in this paragraph shall be interpreted as requiring the Tenant to erect a tower suitable for the attachment of any particular antenna. Further provided that all costs of construction, maintenance and insurance shall be the sole responsibility of the Landlord. And further provided that such an antenna shall be solely used for public, non-commercial use by the Landlord. For purposes of this Paragraph, the use of the said Village of Utica Communication Antenna by the Utica Fire District shall be considered a public, non-commercial use by the Landlord.

PART III: GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to and be deemed a part of both the Option and Lease Agreement:

3.1 **Cooperation.** It is understood that Tenant may from time to time have to obtain various certificates, permits and other approvals (collectively the "Governmental Approvals") from federal, state and local authorities, in order to carry out Tenant's intended use of the Property. Landlord agrees to cooperate with Tenant throughout the term of this Agreement in Tenant's efforts to obtain and maintain such Governmental Approvals and to execute or cause to be executed such documents or instruments as Tenant shall request as may be required in connection with such Governmental Approvals. During the term of this Agreement Landlord shall take no action which affects the uses permitted on the Property.

3.2 **Condemnation; Interruption to Possession; Right to Terminate.** In the event that (i) the federal, state or local government or any other public body (all of the foregoing being hereinafter referred to collectively as "Governmental Agency") shall take all or so much of the Property as shall make it physically or financially unfeasible in Tenant's judgment for the Property to be used in the manner or for the purposes for which the Property were used or intended by Tenant to be used immediately prior to such taking, (ii) any such Governmental Agency shall prohibit, restrict, temporarily or permanently discontinue or substantially

impair Tenant's operations being conducted on the Property for any reason, (iii) the actions of any such Governmental Agency shall obstruct vehicular or pedestrian access to the Property (the foregoing items (i), (ii) and (iii) being collectively referred to as a "Taking"), (iv) any claim or paramount title shall result in denial to the Tenant of Possession or use of the Property, or (v) Tenant is unable to use and operate the Property as a cellular mobile telephone transmitting and receiving site as a result of the denial or termination or cancellation of an Governmental Approvals, then in any such event, Tenant shall have the option of terminating this Agreement upon thirty (30) days' prior written notice to Landlord, in which event Tenant shall be liable for rental and other payments only until the date on which the Property is vacated. In the event of such a taking and either Tenant does not elect to terminate this Agreement as above or only such portion of the Property is taken so as not to entitle Tenant to terminate, then the rent and other payments to be made by Tenant under this Agreement shall be abated proportionately, as to the period of any temporary Taking or the portion taken as a result of any partial taking which is not usable. Tenant shall be entitled to any portion of any award rendered in connection with the Taking allocable to Tenant's leasehold interest and Tenant's improvements to the Property, and Tenant may also make claim in any award proceedings for moving expenses, for loss of business, for trade fixtures, and for removal of improvements, fixtures and equipment installed by Tenant.

3.3 **Landlord's Representations.** In order to induce Tenant to enter into this Agreement, Landlord covenants, represents and warrants, as of the date of this Agreement and throughout its term, as follows:

- (i) Landlord owns good and marketable title to the Property;
- (ii) Landlord has full authority to execute, deliver, and perform this Agreement;
- (iii) The Property has access to a public road and to all utilities;
- (iv) Landlord has not received any notice of violation of any law, county or municipal ordinance, or other governmental requirement affecting the Property, and Landlord has no reason to believe that any authority contemplates issuing such notice or that any violation exists;
- (v) Landlord has received no notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Property, or any part, in lieu of condemnation, and no such proceedings have been threatened in connection with the Property or any part of the Property; and
- (vi) There is no litigation or other proceeding pending or threatened affecting title to or the permitted uses of the Property.

3.4 **No Oral Modifications.** All prior understandings and agreements between the parties are merged within this Agreement, and this Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

3.5 **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois. Any proceeding for the enforcement of the terms of this Lease shall be brought in Marshall County, Illinois.

3.6 **Assignments; Subletting.** This Agreement and all rights under this Agreement may be assigned by Tenant, and all or any part of the Property may be subleased by Tenant, without Landlord's consent, to any parent or subsidiary corporation or other corporate affiliate of the general partner of Tenant or to another partnership having Tenant or any of the foregoing parties as a general or limited partner, (each such party hereinafter referred to individual as a "Permitted Assignee"), or from any Permitted Assignee to any other Permitted Assignee, provided that Tenant (or any other assignor or sublessor permitted hereunder, as the case may be), gives Landlord notice of such assignment or sublease within thirty (30) days after the

or any other Federal, state or local statute, law, ordinance, code, rule, regulation order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter effect. Tenant will do nothing to cause any environmental injury or harm to the property.

3.12 Performance. The parties agree that time is of the essence in this Agreement.

3.13 Substitution of Clean Copy. Should Landlord make any additions, deletions or interlineations (herein "Changes") on this copy (herein "Original") of this agreement and then sign the Original, and if the Changes are acceptable to Tenant, Tenant may at its option prepare a clean typed copy (herein "Amended Original") of the Agreement reflecting the Changes. If Tenant prepares such an Amended Original, Landlord shall sign the Amended Original bearing the same date as the Original upon presentation and the Amended Original shall be substituted for the Original.

Date: 7-12-06 Date: 7-12-06

LANDLORD

TENANT

VILLAGE OF UTICA

ILLINOIS VALLEY CELLULAR,
RSA2-I Partnership

By: 

By: 

President

Glenn Rauh, Authorized Partner

Office

An Authorized Village Officer

EXHIBIT B

INGRESS, EGRESS AND UTILITY EASEMENT

Part of Lots 5, 6, 7, 8 and 9 in Block 3 in M.J. Carey Subdivision in the Village of North Utica, described as follows: Commencing at the southeast corner of Block 3 in said N.J. Carey Subdivision; 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 said south line 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 a 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 a easterly direction 183.58 feet parallel with the south line of said Block 3; thence in a southerly direction 15.00 feet parallel with the east line of said Block 3 to the POINT OF BEGINNING; situated in LaSalle County, Illinois.



2006-23153

THOMAS E. LYONS
LASALLE COUNTY RECORDER
OTTAWA, IL
RECORDED ON
09/08/2006 11:00AM
REC FEE: 36.00
PAGES: 6

EASEMENT

Form is a Copy - Pg. 4

Herb Klein

GRANTORS, THE VILLAGE OF NORTH UTICA, LaSalle County, Illinois (hereinafter referred to as "Grantor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to ILLINOIS VALLEY CELLULAR, RSA2-I PARTNERSHIP, its successors, permittees, and assigns (hereinafter "Grantee") the following rights and easements:

- (a) An easement for ingress and egress to the Leased premises described on Exhibit "A" attached hereto for the period of time that a Lease Agreement is in place for the property described on Exhibit "A" between the Village of North Utica and Grantee. The Easement tract is described on Exhibit "B".

Grantee and its agents shall not construct any buildings, utility sheds, and/or fences on the Easement Tract without the prior written consent of Grantor.

The aforesaid rights and easements are granted together with the right (i) to use adjacent roads, street, and alleys for such purposes and to use reasonable working space adjacent to said Easement Tract during construction or maintenance of a telecommunications tower; (ii) to control the growth of any vegetation, trees, shrubs, or saplings on the Easement Tract; and (iii) to clear and remove, without any liability whatsoever to Grantee, any obstacles on the Easement Tract, which interfere or threaten to interfere with the safe ingress and egress on the Easement Tract, or which create hazardous conditions, and to keep the easement Tract clear of such obstacles and obstructions. Grantee shall have the right to clear and remove any such obstacles, but not the obligation to do so.

Grantor reserves the right to make any use of the Easement Tract so long as such use does not interfere with the rights herein granted or create a hazardous condition, except that Grantor shall make no excavations on the Easement Tract without the prior written consent of the Grantee, which consent shall not be unreasonably withheld or

denied, and then only in such manner as will not disturb or interfere with the Grantee's use.

Any topsoil/gravel removed by Grantee during improvement or maintenance of said easement with the Easement Tract shall be replaced after said construction or maintenance to the same or similar condition as before said construction or maintenance. Any work done by the Grantee or its agents shall be done in a good and workmanlike manner.

Grantor hereby releases and waives all rights under any by virtue of the homestead exemption laws of the State of Illinois. This Easement shall run with the land and shall be binding upon the parties hereto, their respective heirs, successors, administrators, and assigns for as long as there is a Lease Agreement in effect between the parties.

WITNESS the hand and seal of Grantor this 12th day of June, A.D. 2006.

GRANTOR:

VILLAGE OF NORTH UTICA

By: [Signature]
It's President

ATTEST:

By: [Signature]
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF LA SALLE)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Fred Esmond and Jamie Margis, personally known to me, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of July, A.D., 2006.



Herbert J. Klein

NOTARY PUBLIC

ACCEPTANCE

The above and foregoing Easement is accepted by Illinois Valley Cellular, RSA2-I Partnership, this 12th day of July, 2006.

By: *James E. Paul*

It's Authorized Agent in this respect

(Corporate Seal)

ATTEST:

By: *Jamie Margis*

This Instrument Prepared By and Return To:

Herbert J. Klein
Law Office of Herbert J. Klein
925 Shooting Park Road
Suite A
Peru, IL 61354
Phone: 815-223-7550

EXHIBIT A

LEGAL DESCRIPTION

(Tower Site)

Part of Lots 8 and 9 in Block 3 in N.J. Carey Subdivision in the Village of North Utica, described as follows: Commencing at the southeast corner of Block 3 in said N.J. Carey Subdivision; thence in a westerly direction 100.00 feet along the south line of said Block 3 to the POINT OF BEGINNING; thence in a northerly direction 100.00 feet parallel with the east line of said Block 3; thence in a westerly direction 60.00 feet parallel with the south line of said Block 3; thence in a southerly direction 100.00 feet parallel with the east line of said Block 3 to the south line of said Block 3; thence in a easterly direction 60.00 feet along said south line to the POINT OF BEGINNING; situated in LaSalle County, Illinois.

EXHIBIT B

INGRESS, EGRESS AND UTILITY EASEMENT

Part of Lots 5, 6, 7, 8 and 9 in Block 3 in M.J. Carey Subdivision in the Village of North Utica, described as follows: Commencing at the southeast corner of Block 3 in said N.J. Carey Subdivision; 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 said south line 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 a 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 a easterly direction 183.58 feet parallel with the south line of said Block 3; thence in a southerly direction 15.00 feet parallel with the east line of said Block 3 to the POINT OF BEGINNING; situated in LaSalle County, Illinois.