



DATE: August 25, 2025

MEMO TO: Paul Frank, Chair
Planning Committee

FROM: Ken Jones
Director of Land Preservation

Agenda Item # 11.5

RECOMMENDATION: Recommend approval of a Resolution approving an Easement Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership, (“Verizon”) allowing operation of a mobile communications tower until May 31, 2066 at Bluebird Meadow Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED: Public Access and Connections, Leadership, Organizational Sustainability

FINANCIAL DATA: Under the terms of the current lease agreement, Verizon’s sublessee, ATC Sequoia, LLC (“American Tower”), pays rent to the District in the amount of \$1,330.77 per month. That revenue currently goes to the Land Preparation Fund (26132000-402500) to secure and/or prepare sites.

Under the terms of the proposed Temporary Easement Agreement (“Easement Agreement”), Verizon/ American Tower will pay the District an easement fee in the amount of \$1,850 per month starting in the first month after the Easement Agreement’s effective date and continuing through May 31, 2026. The fee then will increase 15% as of June 1, 2026, and on each fifth anniversary thereof, through the end of the easement term on May 31, 2066. Unless otherwise directed by the District, Verizon / American Tower will pay the easement fees directly to the Preservation Foundation of the Lake County Forest Preserves (the “Foundation”), which will use those funds solely for restoration of Bluebird Meadow Forest Preserve (“Bluebird Meadow”).

BACKGROUND: In 2006, Verizon entered into a lease agreement allowing it to operate a cell tower on what was then the Schwanbeck property on Route 59 in unincorporated Lake Villa, south of Town Line Road and north of Petite Lake Road. American Tower has since entered into agreements with Verizon pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the cell tower lease. The fenced cell tower site and the related utility and access areas total approximately six-tenths of an acre; the base of the tower and improvements are not visible from Route 59.

In 2014, the District acquired the Schwanbeck property, which is now part of Bluebird Meadow, subject to the existing lease and cell tower. The existing lease is scheduled to expire on May 31, 2032.

Recently, Verizon/ American Tower asked the District if it would extend the existing lease. Under the Downstate Forest Preserve District Act, the District is not authorized to lease property to Verizon/American Tower, but it is authorized to grant an easement for public services, such as cellular telephone service. Staff recommends granting a temporary easement (until May 31, 2066) that allows Verizon/American Tower to continue operating and/or replacing the existing cell tower and related facilities and equipment, because (i) the tower already exists, (ii) the revenue stream from the Easement Agreement will be directed to the Foundation to fund ongoing management of recent and future restoration work at Bluebird Meadow, and (iii) under the proposed Easement Agreement, at the end of the easement term, Verizon/American Tower will remove the tower and other improvements and restore the area.

REVIEW BY OTHERS: Executive Director, Director of Finance, Manager of Board Operations, and Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR SEPTEMBER MEETING
SEPTEMBER 10, 2025**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith "A Resolution Approving an Easement Agreement with Verizon Wireless for a Mobile Communications Tower at Bluebird Meadow Forest Preserve," and requests its approval.

PLANNING COMMITTEE:

Date: 8-25-2025 Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH
VERIZON WIRELESS FOR A MOBILE COMMUNICATIONS TOWER
AT BLUEBIRD MEADOW FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the "District") owns property commonly known as Bluebird Meadow Forest Preserve (the "Property"); and

WHEREAS, SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon") and its sublessee ATC Sequoia, LLC ("American Tower") operate an existing mobile communications tower and related facilities and equipment (collectively, the "Tower") on an approximately 0.6-acre parcel within the Property under a 2006 lease approved by the former owner of the Property (the "2006 Lease"); and

WHEREAS, the District acquired the leased premises in 2014, subject to the 2006 Lease; and

WHEREAS, the 2006 Lease expires on May 31, 2032; and

WHEREAS, Verizon and American Tower have requested that they be allowed to continue operating the Tower on the Property following expiration of the 2006 Lease; and

WHEREAS, the District, Verizon, and American Tower have negotiated a Temporary Easement Agreement, in substantially the form attached hereto (the "Easement Agreement"), which would terminate and replace the 2006 Lease, and allow Verizon, or American Tower as its assignee, (collectively, the "Grantee") to continue operating the Tower on the Property until May 31, 2066; and

WHEREAS, under the Easement Agreement, the Grantee will pay monthly easement fees to the Preservation Foundation of the Lake County Forest Preserves (the "Foundation"), which will use such revenues for restoration of Bluebird Meadow Forest Preserve; and

WHEREAS, it is in the best interest of the District to approve the Easement Agreement in substantially the form attached hereto; and

WHEREAS, Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, authorizes the District to grant easements upon, under, or across District property for the construction, operation, and maintenance of public services, including telephone services; and

WHEREAS, the District has adopted an Ordinance Regarding Licenses and Easements (the "License and Easement Ordinance") which sets forth the general requirements for granting easements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT:**

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Approval of Easement Agreement. The Easement Agreement is hereby approved in substantially the form attached hereto. The President, Secretary, and Executive Director of the District (and the Executive Director's designees) are hereby authorized and directed to execute and attest to, on behalf of the District, the Easement Agreement in substantially the form attached hereto and to execute, or cause the execution of, any other document necessary or appropriate to consummate the transaction contemplated by the Easement Agreement and to administer the Easement Agreement during its term, provided that such document has first been reviewed and approved by Corporate Counsel. In the event that any provision of the Easement Agreement conflicts with the License and Easement Ordinance, the conflicting provision of the License and Easement Ordinance is hereby waived.

Section 3: Restriction of Easement Fees. The President and Executive Director of the District are authorized and directed to direct the Foundation to use the Easement Fees received by the Foundation solely for restoration of Bluebird Meadow Forest Preserve.

Section 4: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2025

AYES:

NAYS:

APPROVED this ____ day of _____, 2025

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

TEMPORARY EASEMENT AGREEMENT

Grantor: Lake County Forest Preserve District, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq.

Grantee: Chicago SMSA Limited Partnership, an Illinois limited partnership

Street Address: 39565 N IL Route 59

City: Lake Villa

County: Lake

State: Illinois

PIN: 02-30-200-006

Prior Recorded Document(s) in Lake County: None

Site ID: 414589

Legal Description: See Exhibit A

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (this "Agreement") is made this _____ day of _____, 2025 (the "Effective Date"), by and between LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. (the "Grantor"), whose address is 1899 West Winchester Road, Libertyville, Illinois 60048, and CHICAGO SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless, an Illinois limited partnership (the "Grantee"), whose address is Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921. The effective date of this Agreement (the "Effective Date") is the date upon which this Agreement has been both executed by Grantee and approved by the Grantor's Board of Commissioners.

Recitals

A. Grantor is the owner of that certain parcel of land located in Lake Villa, Lake County, Illinois, described on Exhibit A attached hereto (the "Grantor Property").

B. Kenneth and Jane Schwanbeck as landlord and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, as tenant, entered into that certain Option and Land Lease Agreement dated December 7, 2006 (the "Lease") for that certain premises, located on part of the Grantor Property, on which a mobile communications tower and other improvements have been constructed (as more particularly described in the Lease, the "Premises").

C. Grantor accepted an assignment of the Lease from landlord.

D. Grantee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("American Tower"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein.

E. Grantee has granted American Tower a limited power of attorney (the "POA") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Grantee, all as more particularly set forth in the POA.

F. The term of the Lease is scheduled to expire on May 31, 2032.

G. Pursuant to the Illinois Downstate Forest Preserve District Act (70 ILCS 805/6), Grantor has the power to grant licenses, easements and rights-of-way for the construction, operation and maintenance upon, under or across any property of the Grantor, facilities for water, sewage, telephone, telegraph, electric, gas, renewable energy, or other public service, subject to such terms and conditions as may be determined by the Grantor.

H. Grantee desires to terminate the existing Lease and obtain a temporary exclusive easement expiring May 31, 2066 on the portion of the Grantor Property for the purposes of operating, maintaining, and replacing, the existing communications tower (the "Tower"), support structures, mounting equipment, buildings and related equipment and fixtures, to the extent permitted hereby, together with temporary non-exclusive easements for utilities and ingress and egress to public roads, over and upon certain portions of the Grantor Property directly related to the operation of the Tower and existing and future Communication Facilities (defined herein) on the Tower Easement Area (defined herein).

I. Grantor desires to grant such easements on the terms and conditions set forth below.

Agreement

NOW THEREFORE, for and in consideration of the promises, terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto agree as follows:

1. Grant of Easement.

(a) Subject to the terms and provisions of this Agreement, Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive, temporary easement for the Permitted Use (defined herein) (the "Tower Easement") for a portion of the Grantor Property (the "Tower Easement Area"), as the Tower Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit B. The Tower Easement Area shall be used for constructing, maintaining and operating, modifying, repairing, and replacing communications facilities, including without limitation, the Tower (as hereinafter defined), cabinets, meter boards, buildings, antennas, cables, equipment, structures, fixtures and other movable property and uses incidental thereto for Grantee's use and the use of its Customers (as hereinafter defined) (collectively, the "Communications Facilities"), and the parties further agree that the Tower may be used solely for the purpose of installing and supporting Federal Communication Commission ("FCC") compliant facilities and other lawful uses ancillary thereto, which installation must be done in compliance with all applicable federal, state, and local statutes, ordinances, codes and regulations (the "Permitted Use"). It is the intent of the parties that the Communications Facilities shall not constitute a fixture. The Grantor also grants to Grantee, its successors and assigns, as part of this Agreement, non-exclusive, temporary easements within the Grantor Property (the "Access and Utility Easements") for pedestrian and motor vehicle ingress and egress, seven (7) days per week, twenty-four (24) hours per day, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes within the Access and Utility Easement Areas (defined below), as is more particularly shown in the Site Plan attached hereto as Exhibit B (the "Access and Utility Easement Areas"). The Tower Easement Area and the Access and Utility Easement Areas may be referred to collectively as the "Easement Areas" and the Tower Easement and Access and Utility Easement may be referred to collectively as the "Easements." Also, Grantor hereby grants to Grantee, its successors and assigns a temporary non-exclusive construction and maintenance

easement (the "Construction and Maintenance Easement") over any portion of the Grantor Property that is adjacent to and within fifteen (15) feet of the boundaries of the Tower Easement Area and the Access and Utility Easement Areas that is reasonably necessary for any construction, repair, maintenance, replacement, demolition and removal related to the Easements, and Grantee shall exercise such easement rights in a manner reasonably designed to minimize any damage to the Grantor Property or disruption of activities on or in the Grantor Property and restore such portion of the Grantor Property to its original condition after its use of the Construction and Maintenance Easement. In the event that Grantee wishes to utilize the Construction and Maintenance Easement at any time for purposes other than routine maintenance or emergency work, Grantee will provide Grantor with written notice of such proposed usage. All such work shall be performed at Grantee's sole cost and expense.

(b) The Tower on the Tower Easement Area shall not exceed 190 feet, in maximum height, which is the approximate height of the current Tower (the "Maximum Height"), except as otherwise agreed to by the parties in writing. Unless expressly stated otherwise, references in this Agreement to the Tower shall refer to the existing Tower as described above and any replacement Tower permitted hereby. Grantee shall be entitled to license or grant a similar right of occupancy in the Tower and the Tower Easement Area; provided that Grantee shall remain fully and primarily liable under this Agreement notwithstanding any such transaction. At all times, Grantee and, to the extent permitted by Grantee, Grantee's customers, tenants, licensees, and other business invitees (collectively, "Customers") shall have free access to and the exclusive right to use the Tower Easement Area seven (7) days a week, twenty-four (24) hours a day for the Permitted Use. The Tower and Communications Facilities shall not be deemed to be property of Grantor, but shall remain the property of Grantee or its Customers, as applicable. At any time, Grantee or its Customers shall have the right to remove their equipment, structures, fixtures, signs, and personal property from the Easement Areas.

(c) The Tower Easement (but not the Access and Utility Easements) is exclusive as set forth in this Agreement. Grantor shall have the right to develop land outside the Tower Easement Area, to the extent that such development activities do not materially interfere with Grantee's use of the Tower Easement Area for the Permitted Use or Grantee's non-exclusive use and enjoyment of the Access and Utility Easement Area as described herein.

(d) Grantee shall pay all real estate taxes, if any, on the Easements or that are assessed against any other portion of the Grantor Property attributable to the Easements, the presence of Grantee's improvements on the Easement Areas, or usage of the Easement Areas pursuant to this Agreement. Grantee reserves the right to challenge any such taxes or the assessed value of the Easements or any taxed portion of the Grantor Property; provided, however, that the foregoing shall not relieve Grantee of its obligation to pay all such real estate taxes during the pendency of any such challenge. Each Party will have the right to prepare (and the other party shall reasonably cooperate with such efforts) and file with the appropriate governmental authorities such documentation as may be required to establish all or any part of the Easement Areas as a separate tax parcel with its own permanent index number (hereinafter, the "Tax Division"). Grantee does not have the right to seek subdivision of any portion of the Grantor Property under

the Plat Act (765 ILCS 205/0.01, et seq.) or any municipal, county, or other local regulation authorizing the subdivision of real property into separate lots.

(e) Grantee shall not make or permit to be made any alterations, improvements, or additions to the Easement Areas (a "Grantee Change"), without first obtaining on each occasion Grantor's prior written consent, which consent may be granted or withheld in Grantor's sole discretion; except that Grantor's consent is not required for any Grantee Changes consistent with the Permitted Use. Prior to performing any Grantee Change, Grantee shall provide Grantor with seventy-two (72) hour prior notice, but no prior notice is required if such Grantee Change is necessitated by emergency conditions which impair health, property, or network coverage. As part of its approval process for any Grantee Change that requires Grantor's consent, Grantor may require that Grantee submit plans and specifications to Grantor, for Grantor's approval. Grantee shall, at its sole cost and expense and upon the expiration or earlier termination of this Agreement, remove the Tower (including, without limitation, all footings and foundations to a depth of one (1) foot), Communications Facilities, any Grantee Changes, and all personal property and restore the Easement Areas to their original condition reasonable wear and tear and damage from the casualties excepted. All Grantee Changes shall be performed in accordance with all legal requirements applicable thereto and in a good and workmanlike manner with first-class materials. Grantee shall maintain insurance as specified herein, during the construction of all Grantee Changes. Grantee shall pay the full cost of any Grantee Change. Grantor shall have no duty or obligation to make any replacement or repair to the Communications Facilities or other improvements made to the Easement Areas whether pursuant to this Agreement or as required to comply with any law or otherwise.

(f) The Recitals set forth in this Agreement are true and incorporated herein by reference.

2. Term of Agreement. The term of this Agreement (the "Term") and all easements granted hereunder shall commence on the Effective Date and shall terminate on May 31, 2066, unless extended or sooner terminated in accordance with the provisions of this Agreement. Commencing May 31, 2032, Grantor shall have the right to terminate this Agreement prior to the expiration of the Term by providing a minimum of ten (10) years prior written notice to Grantee. So long as Grantee is not in default under this Agreement beyond applicable notice and cure periods, Grantee shall have the right to terminate this Agreement effective upon any anniversary of the Effective Date by giving Grantor a minimum of three (3) months prior written notice. Upon such termination pursuant to the provisions of this Section 2, the Term shall expire as of the date of termination, all provisions that apply to the expiration or earlier termination of the Term shall apply (including without limitation the provisions of Section 22), and Grantor and Grantee will have no further obligations under this Agreement except for such obligations that survive the expiration or earlier termination of this Agreement.

3. Fees and Charges.

(a) Commencing with the first day of the first month following the Effective Date Grantee shall pay to the Preservation Foundation of the Lake County Forest

Preserves, for the benefit of the Grantor (or to another entity, if directed by a resolution or ordinance approved by Grantor's Board of Commissioners), in lawful money of the United States, \$1,850.00 per month (the "Monthly Fee"), payable in advance, without demand and without abatement, reduction, set-off or deduction. Commencing on June 1, 2026, and on each fifth anniversary thereof, the Monthly Fee shall escalate by an amount equal to fifteen percent (15%) of the then current Monthly Fee. No payment by Grantee or receipt by Grantor of the Monthly Fee hereunder shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check, or other form of payment shall be deemed an accord and satisfaction, and Grantor may accept such funds, as payment, without prejudice to Grantor's right to recover the balance of such installment or payment of the Monthly Fee or pursue any other remedies available to Grantor. The schedule set forth below is for convenience only and in the event of any discrepancy between the escalating pursuant to the terms set forth above and the amount set forth in the below schedule, the written terms above shall control.

<u>Time Period</u>	<u>Monthly Fee</u>
Effective Date through 5/31/26	\$1,850.00
6/1/2026 to 5/31/31	\$2,127.50
6/1/31 to 5/31/36	\$2,446.63
6/1/36 to 5/31/41	\$2,813.62
6/1/41 to 5/31/46	\$3,235.66
6/1/46 to 5/31/51	\$3,721.01
6/1/51 to 5/31/56	\$4,279.16
6/1/56 to 5/31/61	\$4,921.04
6/1/61 to 5/31/66	\$5,659.19

4. Warranties and Covenants.

(a) Grantor represents and warrants that it is the fee owner of the Easement Areas, subject to covenants, conditions and restrictions of record, and that it alone has right to grant the Tower Easement and the Access and Utility Easements. Grantor further represents and warrants that so long as there is no uncured Event of Default (defined herein), Grantee shall peaceably and quietly hold and enjoy the Tower Easement and the Access and Utility Easements without any hindrance, molestation or ejection by Grantor, its successors or assigns, or those claiming through them.

(b) Grantor shall not initiate or consent to any change in the zoning of the Tower Easement Area or impose or consent to any other restriction that would prevent or materially limit Grantee from using the Tower Easement Area for the Permitted Use as contemplated by this Agreement.

(c) Grantor shall reasonably cooperate with Grantee in any effort by Grantee to obtain certificates, permits, licenses, and other approvals that may be required by any governmental authorities. In furtherance of such cooperation, Grantor agrees to execute any necessary applications, consents or other documents as reasonably necessary for Grantee to apply for and obtain the proper zoning approvals required to use and maintain the Easement Areas as a communications tower site in a manner that is consistent with this Agreement. However, Grantor's obligation to cooperate does not require it to perform any act that would cause it to incur out-of-pocket costs. Other than its obligation to cooperate as provided in this Section 4(c), Grantor has no obligation to seek or obtain any such permit, license, or approval.

(d) Grantee shall use the Easement Areas for the Permitted Use and for no other purpose. Grantee will permit no liens to attach to the Grantor's Property or any part thereof and Grantee shall not commit any waste. Grantee, at its sole cost and expense, shall obtain and keep in effect during the Term, all permits, licenses, and other authorizations necessary to permit Grantee to use and occupy the Easement Areas for the Permitted Use in accordance with applicable law.

(e) Each of Grantee and Grantor acknowledge and represent that it is duly organized, formed, or incorporated as the case may be, validly existing, and in good standing in the state in which the Easements are located, and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the person set forth as signatory for the party below.

(f) Grantor makes no (and hereby expressly disclaims any) covenant, representation or warranty as to the Permitted Use being allowed by or being in compliance with any applicable laws, rules, and ordinances now or hereafter affecting the Easement Areas, Grantee hereby expressly acknowledging and agreeing that Grantee shall conduct and rely solely on its own due diligence and investigation with respect to the compliance of the Permitted Use with all such applicable laws, rules, and ordinances and not on any such information provided by Grantor or any of its agents or employees.

5. Maintenance of Easement Area. Grantee shall, at its sole cost and expense, make all necessary repairs, maintenance and replacements to the Tower, its antennae, equipment, cables, transmission lines, the Communications Facilities and anything else used to operate the Tower and Communications Facilities and any other improvements on, in, under and above the Easement Areas, including, without limitation, cleaning and waste removal, landscaping, from all Easement Areas (the "Maintenance"). Grantee shall have no obligation to remove snow and ice from any portions of the Easement Areas and Grantee shall have no obligation to pave unpaved areas. Grantee shall, at a minimum, provide sufficient Maintenance of the Tower and its protective measures so as to protect the improvements' physical and structural integrity, to ensure continued compliance with FCC and any other governmental laws or regulations. Grantor and Grantee each acknowledge that the other party has no obligation to perform any of the following work: maintenance, repairs or replacements of the access road, paving work, repairs, maintenance or replacement of paving, and snow and ice removal. Grantee shall have the right, but not the obligation, to perform Maintenance on any access road used by Grantee, but such Maintenance

shall be to Grantee's sole satisfaction. Grantor shall have the right, but not the obligation, to perform Maintenance on any access road used by Grantor, but such Maintenance shall be to Grantor's sole satisfaction. To the extent Grantor requires Maintenance beyond that required by Grantee, Grantor shall be solely responsible for performing same. To the extent Grantee requires Maintenance beyond that required by Grantor, Grantee shall be solely responsible for performing same. Each party shall be solely responsible for repairing any damage caused by its use of the Easement Areas.

6. Assignment; Binding Effect. Except as expressly provided in this Agreement to the contrary, Grantee may not assign or otherwise transfer this Agreement, or any interest hereunder, in whole or in part, without on each occasion first obtaining the prior express written consent of Grantor. Any change in control of Grantee due to a merger, consolidation, stock transfer or asset sale shall be considered an assignment or transfer which requires Grantor's prior written consent. No assignment shall in any way be construed to relieve (i) Grantee from any of its liability hereunder to pay the Monthly Fee or any other sums due under this Agreement (which shall in every instance continue as the liability and obligation of a principal and not a surety) or from thereafter obtaining the express consent of Grantor to any subsequent assignment of this Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective lessees, licensees, successors and permitted assigns. It is the intention of the parties hereto that all of the various rights, obligations and easements created in this Agreement shall run with the affected lands and be binding upon all future owners and all persons claiming under them. Grantor shall have the right to sell, transfer, assign, pledge, and convey all or any part of the Grantor Property and all of Grantor's rights under this Agreement. In the event Grantor assigns or otherwise conveys its rights under this Agreement, and the assignee accepts in writing the obligations hereunder, Grantor shall be entirely freed and released from any obligations accruing thereafter under this Agreement, and Grantee agrees to look solely to Grantee's successor in interest for performance of such obligations. Notwithstanding the foregoing, Grantee has the right, at its sole discretion, to assign its interest in this Agreement to American Tower, and to any Affiliate (defined hereafter) so long as the assignee is adequately capitalized. Assignment of this Agreement to an Affiliate by Grantee shall be effective upon Grantee sending written notice to Grantor identifying the assignor and the assignee. In the event of an assignment to an Affiliate of Grantee or American Tower, the assignee shall thereafter be solely liable under this Agreement. For purposes of this Agreement, the term "Affiliate" shall mean a person or business entity, corporate or otherwise, that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Grantee or American Tower. The term "control" means the right and power, directly or indirectly, to direct or cause the direction of the management

and policies of a person or business entity, corporation or otherwise, through ownership or voting securities, by contract or otherwise.

7. Insurance.

(a) Grantee shall procure, pay for, and maintain in full force and effect during the Term (and any period while the Grantee's property and equipment remains on any portion of the Grantor Property) the following coverages:

(i) Worker's Compensation to meet statutory requirements and Employer's Liability Insurance with limits of not less than One Million No/100 Dollars (\$1,000,000.00) each accident for bodily injury by accident and One Million No/100 Dollars (\$1,000,000.00) each employee for bodily injury by disease, or such higher Employer's Liability amounts as may be required from time to time by any Employee Benefit Acts or other laws governing the Easement Areas;

(ii) Commercial General Liability Insurance (including coverage for the acts of or omissions performed on Grantee's behalf, including by its contractors working on Grantor Property) in an amount not less than Ten Million No/100 Dollars (\$10,000,000.00) per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of Ten Million No/100 Dollars (\$10,000,000.00) (the "General Liability Limit"). and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), provide for explosion and collapse, and Grantor shall be named as an additional insured using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and as an additional insured under the commercial umbrella coverage, if applicable; and

(iii) Business Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, or non-owned in an amount not less than One Million No/100 Dollars (\$1,000,000.00) per accident (the "Automotive Liability Limit").

(iv) Insurance insuring the Tower, Communications Facilities, and all of Grantee's improvements, and personal property installed or located on or in the Easement Areas for perils covered by the causes of loss-special form (all risk). Such insurance shall be written on a replacement cost basis in an amount equal to one

hundred percent (100%) of the full replacement value of the aggregate of the foregoing.

(b) Hereinafter the insurance policies described in Section 7(a)(i) through 7(a)(iv) inclusive shall be referenced individually as the "Insurance Policy" or collectively as the "Insurance Policies."

(c) Intentionally omitted.

(d) All Insurance Policies under this Section 7 shall be in such form and shall be issued by such responsible companies licensed and authorized to do business in the State of Illinois. All such companies shall have a Best rating of not less than A VII. All policies referred to in this Agreement shall be procured, or caused to be procured, by Grantee, at no expense to Grantor, and for periods of not less than one (1) year. Grantee shall deliver to Grantor certificates evidencing the insurance required hereunder. Grantee's insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to Grantor. Any insurance or self-insurance maintained by Grantor shall be excess of Grantee's insurance and shall not contribute with it.

(e) Grantee shall not intentionally violate or permit to be violated any of the conditions or provisions of any of the Insurance Policies, and Grantee shall so perform and satisfy or cause to be performed and satisfied the requirements of the companies writing such policies so that at all times companies of good standing, satisfactory to Grantor (as provided in Section 7(f) hereof), shall be willing to write and continue such insurance.

(f) Each Insurance Policy and each certificate or memorandum therefor issued by the insurer shall contain an agreement by the insurer that such policy shall not be materially changed or cancelled, and except for non-payment of premium Grantee shall provide least thirty (30) days' prior written notice to Grantor.

(g) The insurance required by this Agreement, at the option of Grantee, may be effected by blanket and/or umbrella policies issued to Grantee covering the Easement Areas and other properties owned or leased by Grantee, provided that the policies otherwise comply with the provisions of this Agreement. All insurance provided under this Section 7, including, without limitation, all excess or umbrella policies, shall be primary with Grantor's policies non-contributory, including any applicable deductible or retention under any of Grantor's liability policies. If Grantor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, Grantor shall obtain an endorsement to provide cross-liability coverage.

(h) Grantee shall cause Grantee's contractors used for maintenance, repairs, demolition and construction or other activities on or about the Easement Areas, to procure, pay for,

and maintain liability insurance coverage with commercially reasonable terms and coverage limits and workers compensation insurance to the extent required by law.

8. Grantor's Default. With the exception of Grantor's obligation to provide access to the Tower Easement Area, if Grantor fails to perform any of its obligations under this Agreement, then Grantee shall give Grantor written notice thereof, specifying with particularity such failure of performance claimed by Grantee. Grantor will not be in default under this Agreement unless Grantor fails to perform any of Grantor's obligations under this Agreement and the failure continues for a period of thirty (30) days after Grantee notifies Grantor in writing of Grantor's failure; provided, however, that if Grantor is not able through the use of commercially reasonable efforts to cure the failure within such thirty (30) day period, Grantor's failure is not a default as long as Grantor commences to cure within the thirty (30) day period and thereafter diligently pursues the cure to completion. In the event of a Grantor default so provided for under this Section 8 which remains uncured within the time period specified herein, Grantee shall have all remedies available at law or in equity. In the event that Grantee, or any of Grantee's employees, contractors, or Customers access to the Tower Easement Area is impeded or denied by Grantor or Grantor's lessees, licensees, invitees or agents, Grantor shall restore access within twenty-four (24) hours of receiving notice, which shall include telephonic notice.

9. Indemnity. All of Grantee's and its Customer's personal property and improvements located on the Grantor Property shall be and remain at Grantee's sole risk. Grantor, its agents and employees (collectively, "Grantor Indemnified Parties"), shall not be liable for and Grantee hereby releases Grantor and the Grantor Indemnified Parties from any and all liability for theft of such property or any damage thereto, except to the extent caused by the negligence or willful misconduct of Grantor. As to personal injury or property damage (including personal property of Grantee or its Customers), Grantor and the Grantor Indemnified Parties shall not be liable for any injury to the person or property of Grantee, its Customers, employees, agents, or contractors (collectively, "Grantee's Affiliates"), or other persons in or about the Grantor Property, except to the extent caused by the negligence or willful misconduct of Grantor, Grantee expressly agreeing to indemnify and save Grantor and the Grantor Indemnified Parties harmless in all such cases, except to the extent caused by Grantor's negligence or willful misconduct. Except to the extent of Grantor's negligence or willful misconduct, Grantee shall indemnify, defend, and hold Grantor and the Grantor Indemnified Parties harmless from and against any and all Losses (defined below) arising from or in connection with any or all of: (a) the negligent conduct or negligent management of the Easement Areas or any business conducted negligently therein, or any work or alteration negligently done, or any condition negligently created by any or all of Grantee and Grantee's Affiliates in or about the Easement Areas during the Term; (b) any negligent act, omission or negligence of any or all of Grantee and Grantee's Affiliates; (c) any accident, injury or damage occurring in, at or upon either or both of the Grantor Property and the Easement Areas caused by the negligence or willful misconduct any or all of Grantee and Grantee's Affiliates; (d) any breach by Grantee of any of its covenants, warranties and representations under this Agreement; (e) any actions necessary to protect Grantor's interest under this Agreement in a bankruptcy proceeding or other proceeding under the Bankruptcy Code; (f) any violation by any or all of Grantee and Grantee's Affiliates of any law or regulation; (g) claims for work or labor

performed or materials supplies furnished to or at the request of any or all of Grantee and Grantee's Affiliates; and (h) claims arising from any breach or default on the part of Grantee in the performance of any covenant contained in this Agreement (collectively, "Grantee's Indemnified Matters"). The term "Losses" shall mean all claims, demands, expenses, actions, judgments, damages (actual, but not consequential), penalties, fines, liabilities, losses of every kind and nature (including, without limitation, property damage, diminution in value, damages for the loss or restriction on use of any space or amenity within the Easement Areas or the Grantor Property, sums paid in settlement of claims and any costs and expenses associated with injury, illness or death to or of any person), suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' fees and expenses, and the costs of cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. Grantor Liability. No owner of the Easement Areas, whether or not named herein, shall have liability arising or accruing under this Agreement after it ceases to hold title to the Easement Areas, except as to liability arising or accruing prior to the transfer of title. No employee or agent of Grantor shall be under any personal liability with respect to any of the provisions of this Agreement. In the event Grantor is in breach or default with respect to its obligations or otherwise under this Agreement, Grantee shall look solely to the equity of Grantor in the Grantor Property for the satisfaction of Grantee's remedies, including available insurance coverage. It is expressly understood and agreed that Grantor's liability under the terms, covenants, conditions, warranties and obligations of this Agreement shall in no event exceed the loss of Grantor's equity interest in the Grantor Property, and Grantee agrees that Grantee shall not seek recourse against any other assets of Grantor.

11. Hazardous Substances and Hazardous Wastes.

(a) Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner in violation of applicable law. In all events, Grantee shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes if caused by Grantee or persons acting under Grantee. Grantee shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Grantee's knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes within the Easement Areas. This provision survives termination of this Agreement.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner in violation of applicable law. If after the Effective Date, Grantor, or any persons acting under Grantor, cause the release of Hazardous Substances within, upon or under

the Easement Areas, then Grantor shall be responsible for remediation of such Hazardous Substances in compliance with applicable laws at Grantor's sole cost and expense.

(c) For purposes of this Easement, the term "Hazardous Substances" shall have the meaning given to such term in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, and any regulations promulgated pursuant thereto, and the term "Hazardous Wastes" shall have the meaning given to such term in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and any regulations promulgated thereto.

12. Ownership of Improvements. It is the intent of the parties hereto that any and all improvements on the Easement Areas are and shall at all times remain the property of Grantee and its successors and assigns, and Grantor does hereby quitclaim, release and remise unto Grantee all right, title and interest of Grantor, if any, in and to any and all buildings, improvements, fixtures and other structures located on the Easement Areas as of the date hereof.

13. Severability. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, the provision shall be fully severable and this agreement shall be construed and enforced as if such illegal or unenforceable provision were made a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance therefrom.

14. Eminent Domain. If all of the Easement Areas are taken or condemned for a public or quasi-public use ("Taking"), or if a material portion of the Easement Areas (as hereinafter defined) is acquired in a Taking and the remaining portion thereof is not usable by Grantee in the reasonable opinion of Grantee, this Agreement shall terminate as of the earlier of the date title to the condemned real estate vests in the condemnor or the date on which Grantee is deprived of possession of the Easement Areas. Grantor shall be entitled to receive the entire award for Grantor's claims, to the extent permitted by law, in any proceeding with respect to any taking provided for in this Section, without deduction therefrom for any estate vested in Grantee by this Agreement, and Grantee shall receive no part of such award. Nothing herein contained shall be deemed to prohibit Grantee from making separate claims against the condemnor, to the extent permitted by law, in any proceeding with respect to any taking provided for in this Section, including the value of Grantee's moveable installations, machinery, equipment and moving expenses, provided that the making of such claim shall not and does not adversely affect or diminish Grantor's award.

15. As-is Condition. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, GRANTOR MAKES NO AND DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND

AND GRANTEE ACCEPTS THE EASEMENTS AND THE EASEMENT AREAS AS-IS, WHERE-IS, AND WITH ALL FAULTS.

16. Utilities. Grantee shall place all utilities serving the Communications Facility in the name of Grantee and promptly pay as billed to Grantee all charges any utility or service used or consumed in or servicing the Communications Facility.

17. Personal Property and other Taxes. Grantee shall be responsible for and shall pay prior to delinquency all personal property and other taxes imposed upon the machinery, equipment, apparatus, systems and appurtenances of Grantee used in connection with the operation of the Tower. If applicable in the jurisdiction where the Easement Areas are located, Grantee shall pay and be liable for all rental, sales, use and inventory taxes or other similar taxes, duties or tariffs, if any, on the amounts payable by Grantee under this Agreement levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Grantor by Grantee under the terms of this Agreement. Such payment shall be made by Grantee directly to such governmental body if billed to Grantee, or if billed to Grantor, such payment shall be paid no later than thirty (30) days following written notice to Grantee.

18. Compliance with Laws. In exercising its rights or performing its obligations under this Agreement, Grantee shall promptly comply, at Grantee's sole cost and expense, with all applicable laws, ordinances, orders, rules, regulations or requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers hereof (collectively, "Governmental Requirements"). Grantee shall give prompt notice to Grantor of any written notice it receives of the alleged violation of any law or requirement of any governmental or administrative authority with respect to either or both of the Easement Areas and the use or occupation thereof.

19. Grantee's Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" of Grantee under this Agreement:

(a) if Grantee fails to pay any sums due under this Agreement to Grantor as and when such sums becomes due and such failure continues for ten (10) calendar days after written notice from Grantor, except that Landlord shall not be obligated to deliver such notice more than two (2) times in any calendar year, any subsequent failure to pay timely in such year shall constitute an automatic Event of Default without notice;

(b) if Grantee fails to timely pay real estate taxes required by Section 1(d);

(c) if Grantee permits to be done anything which creates a lien upon the Grantor Property and fails to discharge such lien, or post security for the discharge of such lien, within thirty (30) days after receipt by Grantee of written notice thereof;

(d) if Grantee fails to maintain in force all policies of insurance required by this Agreement and such failure shall continue for more than ten (10) days after Grantor gives Grantee notice of such failure;

(e) if any petition is filed by or against Grantee under any present or future section or chapter of the Bankruptcy Code, or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated, as the case may be, within sixty (60) days of commencement), or if any order for relief shall be entered against Grantee in any such proceedings;

(f) if Grantee becomes insolvent or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors;

(g) if a receiver, custodian, or trustee is appointed for the Easement Areas or for all or substantially all of the assets of Grantee, which appointment is not vacated within sixty (60) days following the date of such appointment; or

(h) if Grantee fails to perform or observe any other term of this Agreement and such failure shall continue for more than thirty (30) days after Grantor gives Grantee notice of such failure, except that, in the event that Grantee has diligently commenced curing the default within such thirty (30) day period and such default cannot reasonably be cured within such thirty (30) day period, Grantee shall not be in default so long as Grantee diligently pursues the cure to completion and completes the cure within ninety (90) days, subject to Section 39 below, or within such other extended time as may be reasonably agreed upon by the Parties.

20. Grantor's Remedies. Upon the occurrence of any Event of Default Grantor may, at Grantor's option, without any demand or notice whatsoever:

(a) Terminate this Agreement by giving Grantee notice of termination, in which event this Agreement shall expire and terminate on the date specified in such notice of termination; or

(b) Whether or not Grantor terminates this Agreement as provided in Section 20(a) hereof, recover from Grantee all damages Grantor may incur by reason of Grantee's default, including, without limitation, the costs of recovering possession of the Easement Areas and all other expenses incurred by Grantor due to Grantee's default, including, without limitation, attorneys' fees; any unpaid sums due and payable under this Agreement that have accrued as of the date of termination plus any interest and late fees due hereunder, plus other sums of money and damages owing on the date of termination by Grantee to Grantor under this Agreement or in connection with the Easement Areas; or

(c) Without liability to Grantee or any other party, suspend or discontinue furnishing or rendering to Grantee any property, material, labor, utilities or other service, wherever Grantor is obligated to furnish or render the same so long as Grantee is in default under this Agreement; or

(d) Pursue such other remedies as are available at law or equity.

21. Subsequent Proceedings; Right to Cure. If a failure by Grantee to perform or observe any term of this Agreement gives rise to circumstances or conditions which constitute an emergency threatening human health or safety, Grantor shall, after making a reasonable effort to notify Grantee, be entitled to take immediately curative action to the extent necessary to eliminate the emergency.

22. Termination or Expiration. No termination of this Agreement prior to the normal ending thereof, by lapse of time or otherwise, to the extent permitted by law, shall affect a party's right to collect any sums due hereunder from the other party for the period prior to termination thereof. Upon the end of the Term or within ninety (90) days after any earlier termination of this Agreement or Grantee's right to possession of the Easement Areas, Grantee will surrender and deliver up and vacate the Easement Areas to Grantor and Grantee shall remove the Tower and the Communications Facilities, including without limitation, all alterations, improvements, equipment, personal property, and above ground telecommunications cabling and wiring both within and outside the Easement Areas (whether made during the Term or prior to the Term during the term of the Lease), but excluding footings, foundations, and underground utility lines so long as they are terminated at the point of connection (such as the nearest utility pole) and placed out of service, which removal shall be done in a good, workmanlike and lien-free manner, and upon such removal Grantee shall repair all damage to the Easement Areas and areas appurtenant thereto caused by the installation or removal of such items and restore the Easement Areas to their condition prior to the installation and removal of such items, reasonable wear and tear and damage from the elements excepted. Any damage caused by removal of Grantee from the Grantor Property, including any damage caused by the removal of Grantee's property therefrom, shall be promptly repaired by Grantee at its sole cost and expense, or, if performed by Grantor, paid for by Grantee within thirty (30) days of written notice from Grantor. If Grantee does not remove any items comprising Grantee's property in accordance with this Section 22 within the time period required by this Section 22, then the provisions of Section 23 below shall apply until such time as the Grantee's property has been removed in accordance with this Section 22.

23. Holding Over. If Grantee remains in possession of the Easement Areas after expiration of the Term, with or without Grantor's acquiescence and without any express written agreement of the parties, Grantee's possession shall be at sufferance at one hundred fifty percent (150%) of the Monthly Fee in effect at the end of the Term. Grantee shall also continue to pay all other amounts due under this Agreement, and there shall be no renewal of this Agreement by operation of law. In addition to the foregoing, in the event that Grantee remains in possession of the Easement Areas after the expiration or early termination of the Term, Grantee shall be liable to Grantor for all costs, losses, claims, liabilities and damages, direct and consequential, incurred by Grantor as a result of such holdover. No receipt of money by Grantor from Grantee after the termination of this Agreement or Grantee's right of possession of the Easement Areas shall reinstate, continue or extend the Term or Grantee's right of possession. In no way shall the increased Monthly Fee set forth herein or any other monetary or non-monetary requirements set forth in this Agreement be construed to constitute liquidated damages for Grantor's losses resulting

from Grantee's holdover. If Grantee holds over in excess of three hundred sixty five (365) days, Grantor may, at its option, remove any or all of Grantee's property from the Easement Areas and repair and restore the Easement Areas and Grantee shall pay the cost of such removal, repair and restoration to Grantor upon demand. This Section shall survive the termination or expiration of this Agreement.

24. Late Payments. In the event any installment of the Monthly Fee or other sums due hereunder, if any, is not paid when due, Grantee shall pay a late charge equal to five percent (5%) of such past due amount. Any installment of the Monthly Fee or other sums due hereunder, not paid within thirty (30) calendar days after the date when such payment is due shall, after such thirty (30) day period, bear interest at the Interest Rate. The term "Interest Rate," as used in this Agreement, shall mean a per annum rate of interest equal to twelve percent (12%).

25. Estoppel Certificate. Grantee and Grantor will each execute, acknowledge and deliver to the other, within thirty (30) days from written notice, an estoppel certificate certifying certain facts relating to this Agreement, with such modifications thereto as may be necessary to render the statements therein factually accurate. If either party does not receive the estoppel certificate as required under this Section within the prescribed time, the failure to timely deliver such estoppel certificate shall constitute an Event of Default.

26. Attorneys' Fees. In the event of any litigation between Grantor and Grantee relating to the enforcement or interpretation of this Agreement, the non-prevailing party shall pay to the prevailing party all costs and expenses of such litigation (including reasonable attorney fees) incurred by the prevailing party, including costs and expenses incurred upon appeal. Grantee shall reimburse Grantor for all attorneys' fees incurred by Grantor in connection with Grantor's review of any consent or waiver requested by Grantee. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

27. Non-Waiver. No failure of Grantor or Grantee to exercise any power given Grantor or Grantee hereunder or to insist upon strict compliance by Grantor or Grantee with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Grantor's or Grantee's rights to demand exact compliance with the terms hereof. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making such waiver. Grantor's acceptance of the Monthly Fee in full or in part following a default by Grantee hereunder shall not be construed as a waiver of Grantor's rights regarding such default, unless such default was based on a non-payment of the Monthly Fee and such Monthly Fee and any other charges have been paid in full. No waiver by Grantor of any violation or breach of any of the terms contained herein shall waive Grantor's rights regarding any future violation of such term. Grantor's acceptance of any partial payment shall not waive Grantor's rights with regard to the remaining portion of the payment that is due, regardless of any endorsement or other statement on any instrument delivered in payment

or any writing delivered in connection therewith; accordingly, Grantor's acceptance of a partial payment shall not constitute an accord and satisfaction of the full amount that is due.

28. Invalidity. If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of such illegal, invalid or unenforceable clause or provision there shall be substituted a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

29. Time. Time is of the essence of this Agreement.

30. No Reliance. There have been no representations made by Grantor or Grantee or any of their respective representatives or understandings made between the parties other than those set forth in this Agreement and its exhibits. Each of the parties to this Agreement has executed this Agreement relying solely on its own judgment with the benefit of the advice of its own attorneys and/or brokers (or having decided to proceed without benefit of the advice of its own attorneys and/or brokers), and each party hereby disclaims reliance upon any statement or representation of the other party or any agent of such other party unless such statement or representation is expressly set forth in this Agreement.

31. Anti-Terrorism.

(a) Grantee hereby (i) represents and warrants to Grantor that Grantee is not a person or entity with whom Grantor is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 1002, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated and Blocked Persons List (collectively "Prohibited Persons") and (ii) covenants and agrees that at no time during the Term will Grantee become a Prohibited Person.

(b) Grantee further represents and warrants to Grantor that to the best of its knowledge, Grantee is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Easement Areas and covenants and agrees that Grantee will not in the future during the Term engage in any

transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Easement Areas.

(c) Breach of any of these representations, warranties or covenants constitutes a material breach of this Agreement and shall entitle Grantor to any and all remedies available hereunder, or at law or in equity.

32. Recording. The parties shall cause a memorandum of this Agreement, in form attached hereto as Exhibit C to be recorded in the office of the Lake County Recorder.

33. Entire Agreement. Grantor and Grantee agree that this Agreement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

34. Construction of Document. Grantor and Grantee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

35. Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Illinois without regard to the conflicts of laws provisions of the State of Illinois.

36. Notices. All notices hereunder shall be in writing and shall be given by (i) nationally recognized overnight courier service which maintains delivery records, (ii) personal delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Grantor: Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, Illinois 60048

If to Grantee: Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With a Copy to: ATC Sequoia LLC
Attn: Land Management
10 Presidential Way

Woburn, MA 01801

Also With a Copy to: ATC Sequoia LLC
Attn: Legal Department
116 Huntington Avenue
Boston, MA 02116

For Tax Bills: American Tower
Attn: Landlord Relations
10 Presidential Way
Woburn, MA 01801

37. Successors and Assigns. The terms of this Agreement shall constitute a covenant running with the Grantor Property for the benefit of Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and permitted assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of the Grantor Property shall be under and subject to this Agreement and Grantee's rights hereunder.

38. Construction of Easement. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original. All rights, powers, and privileges conferred hereunder shall be cumulative, and not restrictive to those given by law.

39. Force Majeure. No party to this Agreement shall be in default under this Agreement to the extent it is unable to perform any of its obligations on account of any acts of god, flood, fire, earthquake or explosion, war, invasion, terrorist attacks, riot, civil unrest, strike or labor problem, embargoes, blockades, national emergency, epidemic, energy shortage, governmental withholding of permits for work to be performed for reasons outside of the party's control, governmental pre-emption or prescription (collectively, "Force Majeure"). This Section shall not apply to a party's failure to timely pay money.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the date first written above.

GRANTOR:

Lake County Forest Preserve District

By: _____
Signature

Print Name and Title

ATTEST:

By: _____
Signature

Print Name and Title

State of Illinois)
County of Lake) ss
)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the President and the Secretary of the Lake County Forest Preserve District (the "District"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of the District, and caused their seal to be affixed thereto, pursuant to authority, given by the Board of Commissioners of the District, for the uses and purposes therein and set forth.

Given under my hand and seal this _____ day of _____, 20_____.

(SEAL)

Notary Public

My Commission Expires: _____

GRANTEE:

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

By: Carol Maxime
Name: Carol Maxime
Title: Senior Counsel, US Tower
8/20/2025

State of Massachusetts
County of Middlesex

Before me, N. Jeanette Robinson, a Notary Public, on this day personally appeared Carol Maxime, Senior Counsel, US Tower of ATC Sequoia LLC, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of August, 2025

[Signature]

Notary Public's Signature

(Personalized Seal)

N. JEANETTE ROBINSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 11, 2026

EXHIBIT A

GRANTOR PROPERTY

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE 3RD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, AFORESAID, LYING EAST OF THE CENTER LINE OF STATE ROUTE #59 (FORMERLY CALLED FOX LAKE ROAD) DESCRIBED FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH ALONG THE EAST LINE LINE OF SAID QUARTER SECTION, 598.16 FEET; THENCE WEST PARALLEL WITH THE EAST AND WEST QUARTER LINE OF SAID SECTION 30, 2095.14 FEET TO THE CENTER LINE OF STATE ROUTE #59; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 627.10 FEET TO THE INTERSECTION OF SAID CENTER LINE WITH THE SAID EAST AND WEST QUARTER LINE OF SAID SECTION 30, THENCE EAST ALONG SAID EAST AND WEST QUARTER LINE 2272.11 FEET TO THE PLACE OF BEGINNING, CONTAINING 30.0 ACRES AND SITUATED IN LAKE COUNTY, ILLINOIS.

Being situated in the County of Lake, State of Illinois, and being known as Lake County PIN: 02-30-200-006 (Parent) and 02-30-200-006-8001 (Tower).

EXHIBIT B

EASEMENT AREAS

Tower Easement Area

PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 46 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LAKE VILLA TOWNSHIP, LAKE COUNTY, ILLINOIS DESCRIBED AS: COMMENCING AT THE CENTER OF SAID SECTION 30 AS DESCRIBED IN AN ALTA/ACSM LAND TITLE SURVEY BY EDWARD PEKLEY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO 2549, DATED MARCH 3RD, 2014, THENCE NORTH 87°17'58" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30 A DISTANCE OF 485.95 FEET; THENCE NORTH 03°15'12" EAST A DISTANCE OF 20.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 03°15'12" EAST A DISTANCE OF 75.00 FEET; THENCE SOUTH 86°44'48" EAST A DISTANCE OF 75.00 FEET; THENCE SOUTH 03°15'12" WEST A DISTANCE OF 75.00 FEET; THENCE NORTH 86°44'48" WEST A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING. CONTAINING 5,625.00 SQUARE FEET OR 0.13 ACRES.

Access and Utility Easement Areas

Parcel 1:

A VARIABLE WIDTH EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 46 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LAKE VILLA TOWNSHIP, LAKE COUNTY, ILLINOIS DESCRIBED AS: COMMENCING AT THE CENTER OF SAID SECTION 30 AS DESCRIBED IN AN ALTA/ACSM LAND TITLE SURVEY BY EDWARD PEKLEY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO 2549, DATED MARCH 3RD, 2014; THENCE NORTH 87°17'58" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30 A DISTANCE OF 485.95 FEET; THENCE NORTH 03°15'12" EAST A DISTANCE OF 32.94 FEET TO A POINT ON THE WEST LINE OF THE TOWER EASEMENT AREA AND POINT OF BEGINNING; THENCE NORTH 59°52'52" WEST A DISTANCE OF 246.57 FEET; THENCE NORTH 34°11'35" WEST A DISTANCE OF 104.15 FEET; THENCE NORTH 50°57'41" WEST A DISTANCE OF 45.77 FEET; THENCE NORTH 76°21'44" WEST A DISTANCE OF 32.37 FEET TO A POINT OF THE EAST RIGHT-OF-WAY OF ILLINOIS STATE ROUTE 59 (66' WIDE PUBLIC); THENCE NORTH 19°14'21" EAST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 30.14 FEET; THENCE SOUTH 76°21'44" EAST A DISTANCE OF 36.19 FEET; THENCE SOUTH 50°57'41" EAST A DISTANCE OF 56.95 FEET; THENCE SOUTH 34°11'35" EAST A DISTANCE OF 96.95 FEET; THENCE SOUTH 76°32'44" EAST A DISTANCE OF 135.47 FEET; THENCE SOUTH 46°15'21" EAST A DISTANCE OF 91.88 FEET TO A POINT ON THE WEST LINE OF THE TOWER EASEMENT AREA; THENCE SOUTH 03°15'12" WEST ALONG THE WEST LINE

OF SAID TOWER EASEMENT AREA A DISTANCE OF 55.24 FEET TO THE POINT OF BEGINNING. CONTAINING 18,291.19 SQUARE FEET OR 0.42 ACRES.

PARCEL 2

THAT PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 46 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE NW 1/4 OF SECTION 30, AFORESAID, LYING EAST OF THE CENTERLINE OF STATE ROUTE 59 (FORMERLY CALLED FOX LAKE ROAD), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF ILLINOIS STATE ROUTE 59 AND THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 30; THENCE NORTH 19°14'21" EAST ALONG THE EAST LINE OF SAID ILLINOIS STATE ROUTE 59, 10.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 19°14'21" EAST ALONG SAID EAST LINE, 8.47 FEET; THENCE NORTH 90°00'00" EAST, 248.68 FEET; THENCE SOUTH 86°42'15" EAST, 179.04 FEET TO A POINT ON THE WEST LINE OF HEREON DESCRIBED TOWER EASEMENT AREA; THENCE SOUTH 02°41'16" WEST ALONG SAID WEST LINE, 8.00 FEET TO THE SW CORNER OF SAID TOWER EASEMENT AREA; THENCE NORTH 86°42'15" WEST, 178.89 FEET; THENCE SOUTH 90°00'00" WEST, 251.24 FEET TO A POINT ON THE EAST LINE OF SAID ILLINOIS STATE ROUTE 59 SAID POINT ALSO BEING THE POINT OF BEGINNING. CONTAINING 3,431.41 SQUARE FEET, ALL IN LAKE COUNTY ILLINOIS.

EXHIBIT C
FORM OF MEMORANDUM OF AGREEMENT

ATC Site No: 414589
ATC Site Name: West Loon Lake IL
VzW Site No: 165738

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/N. Jeanette Robinson, Esq.
ATC Site No: 414589
ATC Site Name: West Loon Lake IL
Assessor's Parcel No(s): 02-30-200-006 (Parent); 02-30-200-006-8001 (Tower)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Lake County Forest Preserve District**, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. ("**Grantor**") whose address is 1899 West Winchester Road, Libertyville, Illinois 60048 and **Chicago SMSA Limited Partnership d/b/a Verizon Wireless**, an Illinois limited partnership ("**Grantee**") whose address is Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921.

RECITALS

- A. Grantor is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Grantor and Grantee have entered into that certain Temporary Easement Agreement dated _____, 2024 (the "**Easement**") pursuant to which the Grantee has rights to use a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Easement (with such portion of the Parent Parcel so affected, collectively, the "**Easement Areas**"), which Easement Areas are described on **Exhibit B**.
- B. **American Tower**, Grantee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Easement Areas, all as more particularly described therein. In connection with these responsibilities, Grantee has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare,

ATC Site No: 414589
ATC Site Name: West Loon Lake IL
VzW Site No: 165738

negotiate, execute, deliver, record and/or file certain documents on behalf of Grantee, all as more particularly set forth in the POA.

- C. **Expiration Date.** Subject to the terms, provisions, and conditions of the Easement, the final expiration date of the Easement is May 31, 2066.
- D. Landlord and Tenant desire to enter into this Memorandum and to record it in order to give third parties notice of the existence of the Easement, in lieu of recording the Easement itself.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and intending to be legally bound hereby, Grantor and Grantee agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are incorporated by reference into this Section as if set forth in this Section in full.
2. **Incorporation of the Lease.** The Easement is unrecorded and is herein expressly incorporated by reference for a complete statement of the rights and obligations of Grantor and Grantee with respect to the Easement.
3. **Binding Effect.** This Memorandum is binding and inures to the benefit of the parties thereto and their respective successors and assigns. This Memorandum shall constitute covenants running with the land so as to bind any party who in the future acquires any interest in the Parent Parcel.
4. **Release.** The parties agree to promptly execute and record a release of this Memorandum, if necessary, at any time after the Easement expires or is terminated.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Easement. In the event of a conflict between this Memorandum and the Easement, the Easement shall control.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State of Illinois, without regard to the conflicts of laws provisions of the State of Illinois.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 414589
ATC Site Name: West Loon Lake IL
VzW Site No: 165738

GRANTEE

WITNESS

**Chicago SMSA Limited Partnership
d/b/a Verizon Wireless**

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: *Carol Maxime*
Print Name: Carol Maxime
Title: Senior Counsel, US Tower
Date: 8/20/2025

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 20 day of August, 2025, before me, the undersigned Notary Public, personally appeared Carol Maxime, Sr Counsel, US Tower who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Notary Public
Print Name: _____
My commission expires _____
N. JEANETTE ROBINSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 11, 2026



[SEAL]

ATC Site No: 414589
ATC Site Name: West Loon Lake IL
VzW Site No: 165738

EXHIBIT A

PARENT PARCEL

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE 3RD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, AFORESAID, LYING EAST OF THE CENTER LINE OF STATE ROUTE # 59 (FORMERLY CALLED FOX LAKE ROAD) DESCRIBED FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH ALONG THE EAST LINE LINE OF SAID QUARTER SECTION, 598.16 FEET; THENCE WEST PARALLEL WITH THE EAST AND WEST QUARTER LINE OF SAID SECTION 30, 2095.14 FEET TO THE CENTER LINE OF STATE ROUTE # 59; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 627.10 FEET TO THE INTERSECTION OF SAID CENTER LINE WITH THE SAID EAST AND WEST QUARTER LINE OF SAID SECTION 30, THENCE EAST ALONG SAID EAST AND WEST QUARTER LINE 2272.11 FEET TO THE PLACE OF BEGINNING, CONTAINING 30.0 ACRES AND SITUATED IN LAKE COUNTY, ILLINOIS.

Being situated in the County of Lake, State of Illinois, and being known as Lake County PIN: 02-30-200-006 (Parent) and 02-30-200-006-8001 (Tower).

ATC Site No: 414589
ATC Site Name: West Loon Lake IL
VzW Site No: 165738

EXHIBIT B

EASEMENT AREAS

Tower Easement Area

PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 46 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LAKE VILLA TOWNSHIP, LAKE COUNTY, ILLINOIS DESCRIBED AS: COMMENCING AT THE CENTER OF SAID SECTION 30 AS DESCRIBED IN AN ALTA/ACSM LAND TITLE SURVEY BY EDWARD PEKLEY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO 2549, DATED MARCH 3RD, 2014, THENCE NORTH 87°17'58" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30 A DISTANCE OF 485.95 FEET; THENCE NORTH 03°15'12" EAST A DISTANCE OF 20.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 03°15'12" EAST A DISTANCE OF 75.00 FEET; THENCE SOUTH 86°44'48" EAST A DISTANCE OF 75.00 FEET; THENCE SOUTH 03°15'12" WEST A DISTANCE OF 75.00 FEET; THENCE NORTH 86°44'48" WEST A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING. CONTAINING 5,625.00 SQUARE FEET OR 0.13 ACRES.

Access and Utility Easement Areas

Parcel 1:

A VARIABLE WIDTH EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 46 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LAKE VILLA TOWNSHIP, LAKE COUNTY, ILLINOIS DESCRIBED AS: COMMENCING AT THE CENTER OF SAID SECTION 30 AS DESCRIBED IN AN ALTA/ACSM LAND TITLE SURVEY BY EDWARD PEKLEY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO 2549, DATED MARCH 3RD, 2014; THENCE NORTH 87°17'58" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30 A DISTANCE OF 485.95 FEET; THENCE NORTH 03°15'12" EAST A DISTANCE OF 32.94 FEET TO A POINT ON THE WEST LINE OF THE TOWER EASEMENT AREA AND POINT OF BEGINNING; THENCE NORTH 59°52'52" WEST A DISTANCE OF 246.57 FEET; THENCE NORTH 34°11'35" WEST A DISTANCE OF 104.15 FEET; THENCE NORTH 50°57'41" WEST A DISTANCE OF 45.77 FEET; THENCE NORTH 76°21'44" WEST A DISTANCE OF 32.37 FEET TO A POINT OF THE EAST RIGHT-OF-WAY OF ILLINOIS STATE ROUTE 59 (66' WIDE PUBLIC); THENCE NORTH 19°14'21" EAST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 30.14 FEET; THENCE SOUTH 76°21'44" EAST A DISTANCE OF 36.19 FEET; THENCE SOUTH 50°57'41" EAST A DISTANCE OF 56.95 FEET; THENCE SOUTH 34°11'35" EAST A DISTANCE OF 96.95 FEET; THENCE SOUTH 76°32'44" EAST A DISTANCE OF 135.47 FEET; THENCE SOUTH 46°15'21" EAST A DISTANCE OF 91.88 FEET TO A POINT ON THE WEST LINE OF THE TOWER EASEMENT AREA; THENCE SOUTH 03°15'12" WEST ALONG THE WEST LINE OF SAID TOWER EASEMENT AREA

ATC Site No: 414589
ATC Site Name: West Loon Lake IL
VzW Site No: 165738

A DISTANCE OF 55.24 FEET TO THE POINT OF BEGINNING. CONTAINING 18,291.19 SQUARE FEET OR 0.42 ACRES.

PARCEL 2

THAT PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 46 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE NW 1/4 OF SECTION 30, AFORESAID, LYING EAST OF THE CENTERLINE OF STATE ROUTE 59 (FORMERLY CALLED FOX LAKE ROAD), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF ILLINOIS STATE ROUTE 59 AND THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 30; THENCE NORTH 19°14'21" EAST ALONG THE EAST LINE OF SAID ILLINOIS STATE ROUTE 59, 10.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 19°14'21" EAST ALONG SAID EAST LINE, 8.47 FEET; THENCE NORTH 90°00'00" EAST, 248.68 FEET; THENCE SOUTH 86°42'15" EAST, 179.04 FEET TO A POINT ON THE WEST LINE OF HEREON DESCRIBED TOWER EASEMENT AREA; THENCE SOUTH 02°41'16" WEST ALONG SAID WEST LINE, 8.00 FEET TO THE SW CORNER OF SAID TOWER EASEMENT AREA; THENCE NORTH 86°42'15" WEST, 178.89 FEET; THENCE SOUTH 90°00'00" WEST, 251.24 FEET TO A POINT ON THE EAST LINE OF SAID ILLINOIS STATE ROUTE 59 SAID POINT ALSO BEING THE POINT OF BEGINNING. CONTAINING 3,431.41 SQUARE FEET, ALL IN LAKE COUNTY ILLINOIS.

ATC Site No: 414589
ATC Site Name: West Loon Lake IL
VzW Site No: 165738