



**DATE:** March 4, 2024

**MEMO TO:** Paras Parekh, Chair  
Planning Committee

**FROM:** Ken Jones  
Director of Land Preservation

**RECOMMENDATION:** Recommend approval of a Resolution approving an Easement Agreement with NCWPCS MPL 28 – Year Sites Tower Holdings LLC (an affiliate of Crown Castle, Inc.) (“Crown Castle”) allowing operation of a mobile communications tower for up to 30 years at Lakewood Forest Preserve.

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

**FINANCIAL DATA:** Crown Castle will pay the District a one-time payment of \$5,000 upon approval of the easement, with monthly easement fee payments in the amount of \$1,735 for the first five-year term, with automatic 15% increases at each subsequent five-year renewal. The income from the easement payments will be deposited to the Endowment Fund of the Preservation Foundation of the Lake County Forest Preserves (the "Foundation") which will use those funds solely for restoration of that portion of Lakewood Forest Preserve that is the former Four Winds Golf Course property.

**BACKGROUND:** In 1998, AT&T Wireless entered into a lease agreement allowing it to operate a cell tower on what was then the Lorenz/Oak Grove property on Route 176 in unincorporated Mundelein, three quarters of a mile east of Fairfield Road, one half mile west of Hawley Street. Crown Castle has since acquired AT&T’s rights in the cell tower lease. The fenced cell tower site and the related utility and access areas total one-tenth of an acre; the base of the tower and improvements are not visible from Route 176.

In 2007, the District acquired the Lorenz/Oak Grove property, which is now part of Lakewood Forest Preserve, and “inherited” the existing lease and cell tower. As part of the purchase and sale agreement, the District agreed that the seller would retain the income from the cell tower lease (which expires April 30, 2024).

Recently, Crown Castle 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 Crown Castle, but it is authorized to grant an easement to Crown Castle for public services, such as cellular telephone service. Staff believes it is reasonable to grant a temporary easement (staff recommends up to 30 years) to Crown Castle to continue operating and/or replacing the existing cell tower and related facilities and equipment, because (i) the tower already exists, and is relatively non-intrusive, (ii) the revenue stream from the easement agreement will be directed to the Foundation, enabling ongoing maintenance of future restoration of the adjacent former Four Winds property, (iii) the property has not undergone ecological restoration since the Lorenz buildings were removed, so the continued use of the tower and adjacent areas would not disrupt a sensitive ecological area, and (iv) under the proposed agreement, at the end of the easement term, Crown Castle would agree to remove the tower and other improvements and restore the area.

**REVIEW BY OTHERS:** Chief Operations Officer, 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 MARCH MEETING  
MARCH 13, 2024**

**MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **PLANNING COMMITTEE** presents herewith “A Resolution Approving an Easement Agreement with Crown Castle for a Mobile Communications Tower at Lakewood Forest Preserve,” and requests its approval.

**PLANNING COMMITTEE:**

Date: \_\_\_\_\_  Roll Call Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
 Voice Vote Majority Ayes; Nays: \_\_\_\_\_

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

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH  
CROWN CASTLE FOR A MOBILE COMMUNICATIONS TOWER  
AT LAKEWOOD FOREST PRESERVE**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) owns property commonly known as Lakewood Forest Preserve (the “Property”); and

**WHEREAS**, Crown Castle, Inc. (or its affiliate) operates an existing mobile communications tower and related facilities and equipment (collectively, the “Tower”) within the Property under a 1998 lease approved by the former owner of the Property (the “1998 Lease”); and

**WHEREAS**, the 1998 Lease expires on April 30, 2024; and

**WHEREAS**, NCWPCS MPL 28 – Year Sites Tower Holdings LLC (an affiliate of Crown Castle) (“Crown Castle”) has requested that it be allowed to continue operating the Tower on the Property following expiration of the 1998 Lease; and

**WHEREAS**, the District and Crown Castle have negotiated an easement agreement, in substantially the form attached hereto, which would, following expiration of the 1998 Lease, allow Crown Castle to continue operating the Tower on the Property for up to 30 years (the “Easement Agreement”); and

**WHEREAS**, under the Easement Agreement, the annual fees and other amounts to be paid by Crown Castle (collectively, the “Easement Fees”) will be paid to the Preservation Foundation of the Lake County Forest Preserves (the "Foundation"); 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 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 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, 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 that portion of Lakewood Forest Preserve that is the former Four Winds Golf Course property.

**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 \_\_\_\_\_, 2024

AYES:

NAYS:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024

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Angelo D. Kyle, President  
Lake County Forest Preserve District

ATTEST:

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Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Matthew E. Norton  
Burke, Warren, MacKay & Serritella, P.C.  
330 N. Wabash Avenue, Suite 2100  
Chicago, Illinois 60611

Prepared by:  
Matthew E. Norton  
Burke, Warren, MacKay & Serritella, P.C.  
330 N. Wabash Avenue, Suite 2100  
Chicago, Illinois 60611

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**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: NCWPCS MPL 28 - YEAR SITES TOWER  
HOLDINGS LLC, a Delaware limited liability  
company

Street Address: 23350 West Highway 176

City: Mundelein

County: Lake

State: Illinois

A.P.N.: 10-29-200-002-0000

Prior Recorded Document(s) in Lake County: None

Site ID: 843137 AWE - MUNDELEIN EQUESTRIAN  
CEN

Legal Description: See Exhibit A

## TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact (the “Grantee”), whose address is 8020 Katy Freeway, Houston, Texas 77024. 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 Mundelein, Lake County, Illinois, described on Exhibit A attached hereto (the “Grantor Property”).

B. Gerry H. Lorenz, as landlord, and AT&T Wireless PCS, Inc., a Delaware corporation acting by and through its agent, Wireless PCS, Inc., a Delaware corporation its authorized agent, as tenant, entered into that certain Option and Site Lease Agreement dated October 21, 1998, as amended by that certain First Amendment to Lease Agreement dated as of April 27, 2005 (collectively, 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 and Grantee accepted an assignment of the Lease from the tenant.

D. The term of the Lease is scheduled to expire on April 30, 2024.

E. 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.

F. Grantee desires to obtain a thirty (30) year temporary exclusive easement 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).

G. 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 and described by metes and bounds in Exhibit C attached hereto. The Tower Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, the Tower, 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 (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, 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, a non-exclusive, temporary easement within the Grantor Property (the "Access and Utility Easement") 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 Area (defined below), as is more particularly shown in the Site Plan attached hereto as Exhibit B and described by metes and bounds in Exhibit C (the "Access and Utility Easement Area"). The Tower Easement Area and the Access and Utility Easement Area 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 Access and Utility Easement Area 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, which shall include a demolition/construction schedule and proposed plans for any such work, all of which shall be performed at Grantee's sole cost and expense. Grantor shall endeavor, within thirty (30) days after such notice, to provide written comments to Grantee's

submission. Grantee shall comply with all commercially reasonable input from Grantor. Upon completion of any work, Grantee shall provide Grantor with evidence acceptable to Grantor in its reasonable judgment that all costs and expenses incurred in connection with the applicable project have been paid for in full.

(b) The Tower on the Tower Easement Area shall not exceed 15 feet, 8 inches, in maximum width, which is the width of the current Tower (the “Maximum Width”) and shall not exceed 185 feet, 6 inches, in maximum height, which is the 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 Easement) 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; provided Grantee may conduct “like for like” or substantially similar replacements of equipment (size, height, width and weight) without Grantor’s prior written consent. As part of its approval process, Grantor may require that Grantee submit plans and specifications to Grantor, for Grantor’s approval. Grantee shall deliver to Grantor “as built” plans



and specifications following the substantial completion of any Grantee Change. Grantee shall, at its sole cost and expense and upon the expiration or earlier termination of this Agreement, remove the Tower, Communications Facilities, and any Grantee Changes and restore the Easement Areas to its condition prior to such Grantee Change, in accordance with Section 22 of this Agreement. 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 reasonably satisfactory to Grantor during the construction of all Grantee Changes and shall provide Grantor with evidence thereof satisfactory to Grantor prior to the commencement of construction. Grantee shall pay the full cost of any Grantee Change. With respect to any Grantee Change, Grantor shall have no duty or obligation to make any replacement or repair thereto, 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 May 1, 2024 (the “Commencement Date”) and shall terminate thirty (30) years following the Commencement Date, unless extended or sooner terminated in accordance with the provisions of this Agreement. Grantor and Grantee shall have the right to terminate this Agreement prior to the expiration of the Term by providing a minimum of three (3) years prior written notice to the other party.

3. Fees and Charges.

(a) Within five (5) business days following the Effective Date, Grantee shall pay to the Preservation Foundation of the Lake County Forest Preserves, for the benefit of the Grantor, in lawful money of the United States, the sum of \$5,000.00 (the “Signing Fee”). The Signing Fee shall be non-refundable.

(b) 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, on the Commencement Date and on each anniversary of the Commencement Date during the Term, the annual amount set forth in this Section (the “Annual Fee”), payable in advance, without demand and without abatement, reduction, set-off or deduction. No payment by Grantee or receipt by Grantor of the Annual 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 Annual Fee or pursue any other remedies available to Grantor.

<u>Time Period</u>	<u>Annual Fee</u>
Year 1 to 5	\$20,820.00
Year 6 to 10	\$23,943.00
Year 11 to 15	\$27,543.45
Year 16 to 20	\$31,664.62

Year 21 to 25	\$36,414.31
Year 26 to 30	\$41,876.46

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 Easement. 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 Easement 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, repaving and snow and ice removal from all Easement Areas (the “Maintenance”). 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. Grantee shall ensure that Grantee’s maintenance contractors procure and provide Grantor with evidence of each of the Insurance Policies specified in Section 7(a) and in the amounts so specified.

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 Annual 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, 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 any Affiliate (defined hereafter). Assignment of this Agreement to an Affiliate by Grantee shall be effective upon Grantee sending written notice to Grantor accompanied by a copy of the written assumption of the Grantee’s obligations under this Agreement signed by the assignee. In the event of an assignment to an Affiliate, the assignor and assignee shall thereafter be jointly and severally 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. 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"). Such insurance shall be written on Insurance Services Office ("ISO") occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, 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"). Such business automobile insurance shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

(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) From time to time, Grantor may require that the Grantee increase the Employer’s Liability, General, and Automotive Liability Limits to such higher amounts as it may reasonably require, applying prudent risk management practices. Grantee shall provide redacted copies of all insurance policies required by this Agreement or make complete policies available for review at a mutually agreeable location upon request.

(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 as are reasonably acceptable to Grantor. All such companies shall have a Best rating of not less than A VII, or a comparable rating from a successor rating agency or other source reasonably selected by Grantor in the event Best no longer provides such ratings. 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 at 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, demolition and construction or other activities on or about the Easement Areas, to procure, pay for and provide Grantor with evidence of each of the Insurance Policies, specified in Section 7(a) to the extent applicable, and in the amounts so specified.

(i) Grantee shall require that its Customers pay for, and maintain in full force and effect during the Term (and any period while the Customer's property and equipment remains on any portion of the Grantor Property) insurance insuring the Customers' personal property and equipment 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.

8. Grantor's Default. 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.

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. 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, 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. Grantee further agrees to reimburse Grantor for any costs or expenses, including without limitation attorneys' fees, which Grantor and the Grantor Indemnified Parties may actually incur in investigating, handling or litigating any such claim against Grantor and the Grantor Indemnified Parties by any third person. Grantee shall defend Grantor with counsel selected by Grantee that is reasonably acceptable to Grantor. 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 conduct or management of the Easement Areas or any business therein, or any work or alteration done, or any condition created by any or all of Grantee and Grantee's Affiliates in or about the Easement Areas during the Term

or during the period of time, if any, prior to the Commencement Date that Grantee is given access to the Easement Areas; (b) any 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 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 or alleged 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"). In case any action or proceeding is brought against any or all of Grantor and the Grantor Indemnified Parties by reason of any of Grantee's Indemnified Matters, Grantee, upon notice from Grantor, shall resist and defend such action or proceeding by counsel selected by Grantor. 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 hereunder after it ceases to hold title to the Easement Areas. Neither Grantor nor any 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 Easement Areas 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 Easement Areas, 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 best 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) 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 herefrom.

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 fifteen (15) 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 five (5) calendar days after said due date;

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

(c) 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;

(d) 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;

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

(f) 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

(g) 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.

20. Grantor's Remedies. Upon the occurrence of any Event of Default Grantor may, at Grantor's option:

(a) With process of law, 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 with process of law 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 terminating this Agreement, Grantor may, with process of law, terminate Grantee's right of possession of the Easement Areas and thereupon enter into and upon and take possession of the Easement Areas or any part thereof. Any property then remaining in the Easement Areas may be repurposed and reused, or removed and stored in a warehouse or elsewhere at the cost of, and for the account of Grantee without Grantor being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Thereafter, Grantor may, but shall not be obligated to, license or convey to a third party the Easement Areas or any portion thereof as the agent of Grantee upon such terms and conditions as Grantor in its sole discretion may determine; however, Grantor shall not be obligated to expend funds. Grantor shall not be liable for, nor shall Grantee's obligations hereunder be diminished because of Grantor's failure to relicense the Easement Areas or to collect rent or other payments due for such relicensing. Grantee shall not be entitled to the excess of any consideration obtained by relicensing over the Annual Fee due hereunder. Reentry by Grantor in the Easement Areas shall not affect Grantee's obligations hereunder for the unexpired Term; rather, Grantor may, from time to time, bring an action against Grantee to collect amounts due by Grantee, without the necessity of Grantor's waiting until the expiration of the Term. The remainder of any sums of money received by Grantor from such relicensing, after the payment of any indebtedness due hereunder from Grantee to Grantor, and the payment of any costs and expenses of such relicensing (including, without limitation, commissions and costs of preparing the Easement Areas for relicensing), shall be held by Grantor to the extent of and for application in payment of future payments owed by

Grantee, if any, as the same may become due and payable hereunder, plus the costs and expenses relating to relicensing as described in the immediately preceding sentence. Grantee shall remain liable for any such deficiency to Grantor. Unless Grantor delivers written notice to Grantee expressly stating that it has elected to terminate this Agreement, all actions taken by Grantor to dispossess or exclude Grantee from the Easement Areas shall be deemed to be taken under this paragraph. Notwithstanding any such relicensing without termination, Grantor may at any time thereafter elect to terminate this Agreement for any such previous default provided same has not been cured; or

(d) 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

(e) Without terminating this Agreement, and with or without notice to Grantee, enter into and upon the Easement Areas and, without being liable for prosecution or any claim for damages therefor, maintain the Easement Areas and repair or replace any damage thereto or do anything or make any payment for which Grantee is responsible hereunder. Grantee shall reimburse Grantor immediately upon demand for any expenses which Grantor incurs in thus effecting Grantee's compliance under this Agreement and Grantor shall not be liable to Grantee for any damages with respect thereto; or

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

Following an Event of Default by Grantee that remains uncured, Grantor shall use commercially reasonable efforts to mitigate its damages. Notwithstanding the foregoing, Grantor shall not be required to mitigate its damages beyond that required by 735 ILCS 5/9-213.1 or any other applicable Illinois law that requires a party to mitigate its damages.

21. Subsequent Proceedings; Right to Cure. Neither the commencement of any action or proceeding, nor the settlement thereof, nor entry of judgment thereon shall bar a party from bringing subsequent actions or proceedings from time to time, nor shall the failure to include in any action or proceeding any sum or sums then due be a bar to the maintenance of any subsequent actions or proceedings for the recovery of such sum or sums so omitted, to the extent permitted by law. Grantor may, at the option of Grantor, cure any Event of Default and the actual cost of such cure shall be payable by Grantee to Grantor within thirty (30) calendar days after written demand and shall bear interest at the Interest Rate (defined below) until repayment in full by Grantee occurs; provided, however, that 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 termination of Grantee's right to possession of the Easement Areas, or in the event Grantee ceases operation of the Tower, the Communications Facilities or

use of the Easement Areas, Grantee will at once surrender and deliver up and vacate the Easement Areas to Grantor. 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. Upon the end of the Term or termination of Grantee's right to possession of the Easement Areas, or in the event Grantee ceases operation of the Tower, the Communications Facilities or use of the Easement Areas, Grantee shall remove the Tower and the Communications Facilities, including without limitation, all alterations, improvements, equipment, personal property and 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), 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. If Grantee does not remove any items comprising Grantee's property prior to the end of the Term, then Grantor may remove such items and repair and restore the Easement Areas and Grantee shall pay the cost of such removal, repair and restoration to Grantor upon demand. If Grantee does not remove any items comprising Grantee's property, in addition to any other remedies of Grantor, then Grantee shall be conclusively presumed to have conveyed such items to Grantor without further payment or credit by Grantor to Grantee or, at Grantor's sole option, such items shall be deemed abandoned, in which event Grantor may cause such items to be stored, removed or disposed of at Grantee's expense, without notice to Grantee and without obligation to compensate Grantee. This Section shall survive the termination or expiration of this Agreement.

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 two hundred percent (200%) of the Annual 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 Annual 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.

24.  Late Payments . In the event any installment of the Annual Fee or other sums due hereunder, if any, is not paid when due, Grantee shall pay a late charge equal to ten percent (10%) of such past due amount. Any installment of the Annual 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 the greater of (i) five percent (5%) in excess of the Prime Rate (as herein defined) in effect from time to time and (ii) ten percent (10%).

The term “Prime Rate”, as used in this Agreement, shall mean the prime rate of interest as then most recently published in The Wall Street Journal section on “Money Rates”.

25. Estoppel Certificate. Grantee agrees that on the Commencement Date and at any time and from time to time thereafter, Grantee will execute, acknowledge and deliver to Grantor, or any other third party designated by Grantor, within ten (10) days from request by Grantor, 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 Grantor does not receive the estoppel certificate as required under this Section within the prescribed time, Grantee’s 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 Annual 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. 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 any of its 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 this Agreement 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.

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: NCWPCS MPL 28 - Year Sites Tower Holdings LLC  
Legal Department  
Attn: Network Legal  
208 S. Akard Street  
Dallas, Texas 75202-4206

With a Copy to: CCATT LLC  
Attn: Legal – Real Estate Department  
8020 Katy Freeway  
Houston, Texas 77024

For Tax Bills: CCATT  
Attn: Property Tax  
Site Reference: BU 843137  
8020 Katy Freeway  
Houston, Texas 77024

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.

(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 \_\_\_\_\_ )  
County of \_\_\_\_\_ ) 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:

NCWPCS MPL 28 - YEAR SITES TOWER  
HOLDINGS LLC,  
a Delaware limited liability company

By: CCATT LLC,  
a Delaware limited liability company  
Its: Attorney In Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Texas  
County of \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public, on this day personally appeared \_\_\_\_\_ of **CCATT LLC**, a Delaware limited liability company, as Attorney in Fact for **NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature

**EXHIBIT A**

**GRANTOR PROPERTY**

THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF THE CENTERLINE OF ILLINOIS ROUTE 176 (EXCEPT THE EAST 726.0 FEET THEREOF) AND ALSO THAT PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP AND RANGE AFORESAID, LYING NORTHERLY OF THE CENTERLINE OF SAID ILLINOIS ROUTE 176 IN LAKE COUNTY, ILLINOIS.

# EXHIBIT B

## SITE PLAN OF EASEMENT AREAS

### Exhibit B

#### Legend

-  Forest Preserve Boundary
-  Tower Easement Area
-  Access and Utility Easement



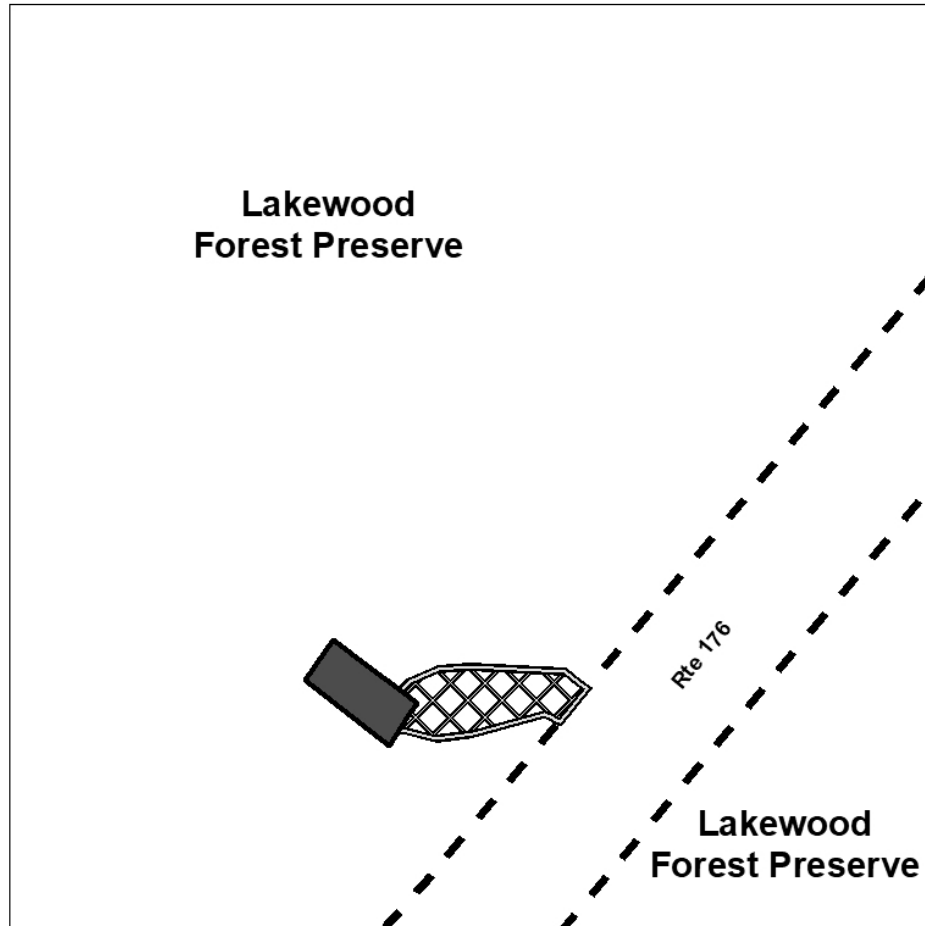
Lake County Forest Preserve District  
Land Preservation and Special Projects  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351

Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
should not be used to determine setbacks for  
structure or as a basis for purchasing property.

Prepared using information from:  
Lake County Department of Information  
& Technology: GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60085-4357  
847-377-2373

0 25 50 100 Feet

Map Prepared 8 February 2024



**EXHIBIT C**

**LEGAL DESCRIPTION OF EASEMENT AREAS**

[TO BE INSERTED]