

TOWER LEASE TRANSMITTAL

Site Number: CH78-183A
 Site Name: Hazel Crest Wt
 Market: Chicago

Date Turned In: _____

Site Acquisition Coordinator: DAN PFANDLER

<p><u>Attached please find:</u></p> <p><u>3</u> Landlord-signed leases</p> <p><u>1</u> Landlord-signed/notarized memorandums</p> <p><input type="checkbox"/> Owner Authorization Agreement</p> <p><input type="checkbox"/> Landlord-signed W-9</p> <p><input type="checkbox"/> Authorization to sign lease (if applicable)</p>	<p><u>Market Information</u></p> <p>Market Entity Name: T-Mobile Central LLC</p> <p>Type of Entity: delaware limited liability company</p> <p>Market address: 8550 W. Bryn Mawr, First Floor Chicago, IL 60631</p> <p>Director Name: Deborah M. Barrett</p> <p>Director Title: Director of Development & Operations</p>
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NOTE: Enter a space (" ") into any fields which do not apply

<p><u>Landlord Information</u></p>	
<p>Landlord Name: The Village of Hazel Crest</p> <p>Landlord Entity: a Municipal Corporation <small>(i.e. individual, corporation, LLC, etc.)</small></p> <p>Mailing Address: 3000 W. 170th Place Hazel Crest, IL 60429</p> <p>Phone Number: 708-335-9600</p> <p>Fax Number:</p>	<p>2nd Landlord Name</p> <p>Additional Mailing Address (if any): ↓</p> <p>Mailing Address:</p> <p>Phone Number:</p> <p>Fax Number</p>

<p><u>Site Information</u></p> <p>Site Address: 18662 S. Michael Dr.? (need exact)</p> <p>Square Footage: Hazel Crest/ Cook, IL 60429 400 square feet</p> <p>Parcel Number: 31-02-100-005</p> <p>AGL: 139</p>	<p><u>Option Terms</u></p> <p>Option Amount: \$1,000.00 = one thousand dollars</p> <p>Option Term: twelve (12) months</p> <p>Option Renewal Amt: \$1,000.00 = one thousand dollars</p> <p>Option Renewal Term: twelve (12) months</p>
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<p><u>Lease Terms</u></p> <p>Payee Name: The Village of Hazel Crest</p> <p>Rent Amount: \$1,600.00 = one thousand six dollars</p> <p>Rent Frequency: Monthly</p> <p>Rent Increase: 102% = one hundred two percent</p> <p>Lease Term: five (5) years</p> <p>Renewal Terms: five (5) additional five-year terms</p> <p>Cancel Terms: sixty (60) days prior</p> <p>Insurance: One Million (\$1,000,000.00)</p>
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Instructions: The preamble and section 12 and signature blocks and Addendum and exhibits and MOL are unprotected. Be sure to check these carefully and format properly – make corrections. BE CAREFUL!

Comments (no non-standard terms)

<p>Approved by:</p>			
<p>_____ Real Estate Manager</p>	<p>_____ Date</p>	<p>_____ General Manager/Director</p>	<p>_____ Date</p>
<p>_____ Legal Department</p>	<p>_____ Date</p>	<p>_____ Vice President (if applicable)</p>	<p>_____ Date</p>

TOWER LEASE WITH OPTION

THIS TOWER LEASE WITH OPTION (this "Lease") is by and between The Village of Hazel Crest, a(n) a Municipal Corporation ("Landlord") and T-Mobile Central LLC, a Delaware delaware limited liability company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of one thousand and no/100 dollars (\$1,000.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), together with the right to use the tower located thereon ("Tower"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of one thousand and no/100 dollars (\$1,000.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Tower and Property sufficient for placement of the Antenna Facilities (as defined below); together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 18662 S. Michael Dr.? (need exact), Hazel Crest/ Cook, IL 60429, comprises approximately 400 square feet. Tenant's location on the Tower shall be at 139 feet above ground level.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, one thousand six and no/100 dollars (\$1,600.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to one hundred two percent (102%) of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering

party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate

awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant and Landlord each will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain.

(b) Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respective owned real and/or personal property.

(c) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(d) Subject to the property insurance waivers set forth in subsection 11(c), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(e) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(f) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to:

Attn: Legal Dept.

And with a copy to:

T-Mobile Central LLC
8550 W. Bryn Mawr, First Floor
Chicago, IL 60631

Attn: Lease Administration Manager

With a copy to:
Attn: Legal Dept.

[notices continued on next page]

If to Landlord, to:
The Village of Hazel Crest
3000 W. 170th Place
Hazel Crest, IL 60429

Send Rent payments to:
The Village of Hazel Crest
3000 W. 170th Place
Hazel Crest, IL 60429

And with a copy to:

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

19. Tower Marking and Lighting Requirements. Landlord acknowledges that it, and not Tenant, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with such requirements. Should Tenant be cited by either the FCC or FAA because the Tower is not in compliance and, should Landlord fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Tenant may either terminate this Lease immediately on notice to Landlord or proceed to cure the conditions of noncompliance at Landlord's expense, which amounts may be deducted from Rent otherwise payable under this Lease.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: The Village of Hazel Crest

By: _____
Printed Name: _____
Title: _____
Date: _____

LANDLORD:

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: T-Mobile Central LLC

By: _____

Printed Name: Deborah M. Barrett

Title: Director of Development & Operations

Date: _____

T-Mobile Legal Approval

EXHIBIT A
Legal Description

The Property is legally described as follows:

[Enter legal description here or on attachment(s).]

EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

[Enter Premises description here or on attachment(s).]

EXHIBIT C

**Memorandum
of
Lease**

MEMORANDUM OF LEASE

Assessor's Parcel Number: 31-02-100-005

Between The Village of Hazel Crest ("Landlord") and T-Mobile Central LLC ("Tenant")

A Tower Lease with Option (the "Lease") by and between The Village of Hazel Crest, a(n) a Municipal Corporation ("Landlord") and T-Mobile Central LLC, a Delaware delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: The Village of Hazel Crest

By: _____
Printed Name: _____
Title: _____
Date: _____

LANDLORD:

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: T-Mobile Central LLC

By: _____
Printed Name: Deborah M. Barrett
Title: Director of Developoment & Operations
Date: _____
Printed Name: _____

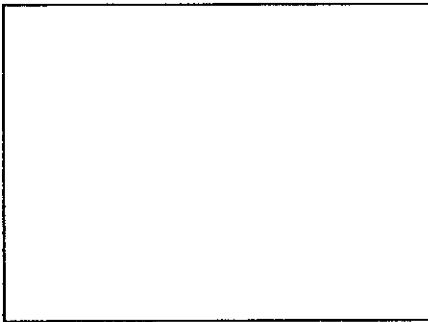
[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title]
_____ of _____ a _____ [type of entity], on
behalf of said _____ [name of entity].

Dated: _____



(Use this space for notary stamp/seal)

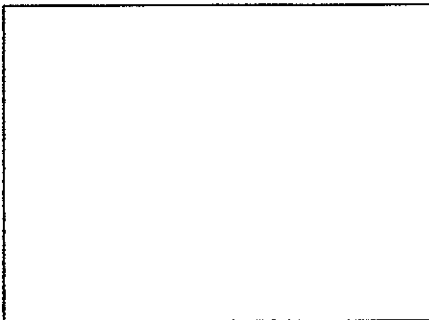
Notary Public
Print Name _____
My commission expires _____

[Landlord Notary block for an Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____

Dated: _____



(Use this space for notary stamp/seal)

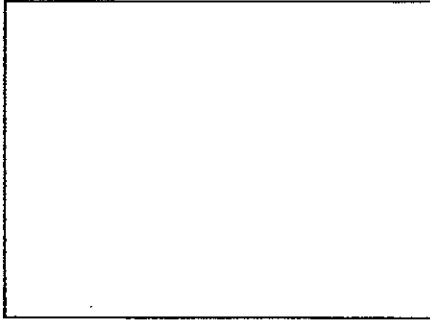
Notary Public
Print Name _____
My commission expires _____

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Deborah M. Barrett is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Development & Operations of T-Mobile Central LLC, a Delaware delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

Memorandum of Lease Exhibit A
Legal Description

The Property is legally described as follows:

ADDENDUM TO TOWER LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

NONE.

LANDLORD: The Village of Hazel Crest

By: _____
Printed Name: _____
Title: _____
Date: _____

LANDLORD:

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: T-Mobile Central LLC

By: _____
Printed Name: Deborah M. Barrett
Title: Director of Development & Operations
Date: _____

**VILLAGE OF HAZEL CREST
COOK COUNTY, ILLINOIS**

ORDINANCE NO. 6-2005

**AN ORDINANCE AUTHORIZING A COMMUNICATIONS
SITE LEASE AGREEMENT
NEXTEL COMMUNICATIONS
PROPERTY AT 18624 CRAWFORD AVENUE
(Elevated Water Tower)**

**PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF HAZEL CREST,
COOK COUNTY, ILLINOIS, this
22nd day of February, 2005.**

**Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Hazel Crest, Cook
County, Illinois, this 22nd
day of February, 2005.**

VILLAGE OF HAZEL CREST

ORDINANCE NO. 06-2005

**AN ORDINANCE AUTHORIZING A COMMUNICATIONS
SITE LEASE AGREEMENT
NEXTEL COMMUNICATIONS
PROPERTY AT 18624 CRAWFORD AVENUE
(Elevated Water Tower)**

WHEREAS, Nextel West Corporation, a Delaware Corporation, d/b/a as Nextel Communications, has submitted a proposal to lease approximately six hundred (20 x 30) square feet of land and space adjacent to and/or on the water tank and all access and utility easements necessary or desirable (collectively known as "Premises"); and

WHEREAS, the corporate authorities of the Village of Hazel Crest are of the opinion that the premises to be leased to Nextel Communications are not needed or required for the use of the Village, and that the public interest will be served by leasing such space to Nextel Communications; and

WHEREAS, the Village of Hazel Crest has authority under Division 76 of the Illinois Municipal Code (65 ILCS 5/11-76-1, *et seq.*) to lease real estate to any person for a term not exceeding ninety-nine (99) years pursuant to an ordinance passed by three-fourths of the corporate authorities; and

WHEREAS, the corporate authorities of the Village of Hazel Crest have determined that it is in the best interests of the Village that the Village enter into the Site Lease Agreement (the "Site Lease Agreement") attached hereto and made part hereto as exhibit "A" with Nextel Communications leasing the premises described therein to Nextel Communications under the terms, conditions and covenants contained in said Lease; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hazel Crest, Cook County, Illinois, as follows:

SECTION 1: That the Communications Site Lease Agreement by and between the Village of Hazel Crest and Nextel West Corp., a Delaware corporation d/b/a Nextel Communications, attached hereto and made a part hereof as Exhibit A, be and the same is hereby approved.

SECTION 2: That the President and Village Clerk of the Village of Hazel Crest be and they are hereby authorized and directed to respectively execute and attest said Communications Site Lease Agreement for and on behalf of the Village of Hazel Crest.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage by a three-fourths (3/4) vote of the corporate authorities, approval and publication in pamphlet form as provided by law.

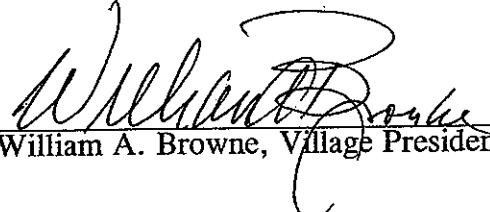
PASSED BY THE FOLLOWING ROLL CALL VOTE this 22nd day of February, 2005.

AYES: Alsberry, Browne, Freed, Leaner, Pate and Washington.

NAYES: None.

ABSENT: Brown.

APPROVED THIS 22nd day of February. 2005.


William A. Browne, Village President

ATTEST:



Shirley Smith, Village Clerk

EXHIBIT "A"

Attach Copy of Site Lease Agreement

COPIES
Original
40-381
57-42365

Prepared by, and
When Recorded, Please return to:
Karen Falkenberry, Legal Specialist
Nextel Communications
400 West Grand Avenue
Elmhurst, Illinois 60126
(630) 379-5727

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 22 day of February, 2005, by and between Village of Hazel Crest, a municipal corporation, with an office at 3000 West 170th Place, Hazel Crest, Illinois 60429, (hereinafter referred to as "Owner" or "Landlord") and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications with an office at 400 West Grand Avenue, Elmhurst, Illinois 60126 (hereinafter referred to as "Nextel" or "Tenant").

1. Owner and Nextel entered into a Communications Site Lease Agreement (Water Tank) ("Agreement") on the 22 day of February, 2005, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the start of construction of the Tenant Facilities or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and terminating on the fifth (5th) anniversary of the Term Commencement Date, with five (5) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant (the "Premises") is described in Exhibit B annexed hereto.

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

LANDLORD:

Village of Hazel Crest,
a municipal corporation

By: William A. Browne

Name: William A. Browne

Title: Village President

Date: 2/22/05

TENANT:

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

By: Jocelyn Prochilo

Name: Jocelyn Prochilo

Title: Vice President of Site Development, Midwest

Date: 2/31/05

STATE OF ILLINOIS

COUNTY OF COOK

On 2/23/05, before me, SANDRA ALEXANDER, Notary Public, personally appeared William A. Browne, Village President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

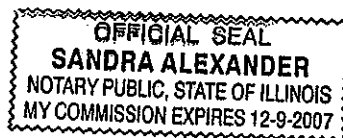
Sandra Alexander

Notary Public

My commission expires: 12/9/07

County of Residence: COOK

(SEAL)



STATE OF Illinois

COUNTY OF DuPage

On 1-31-2005, before me, Karen R. Falkenberg, Notary Public, personally appeared Jocelyn Prochilo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karen Falkenberg

Notary Public

My commission expires: 11-3-2008

(SEAL)

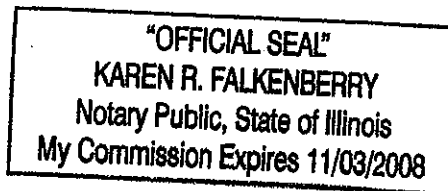


EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated ____ day of _____, 2005, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, (hereinafter referred to as "Nextel" or "Tenant"), and Village of Hazel Crest, a municipal corporation, (hereinafter referred to as "Owner" or "Landlord")

The Land is described and/or depicted as follows:

The North 200.00 feet of the South 410.00 feet of the West 250.00 feet of the West ½ of the Northwest ¼ of Section 2, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

and otherwise known as 18624 Crawford Avenue, Hazel Crest, Illinois 60429
Tax Key: 31-02-100-005

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated ____ day of _____, 2005, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, (hereinafter referred to as "Nextel" or "Tenant"), and Village of Hazel Crest, a municipal corporation, (hereinafter referred to as "Owner" or "Landlord")

The Premises benefited by the Easement within the Property is described and/or depicted as follows:

Please See the Attached Three (3) Pages:

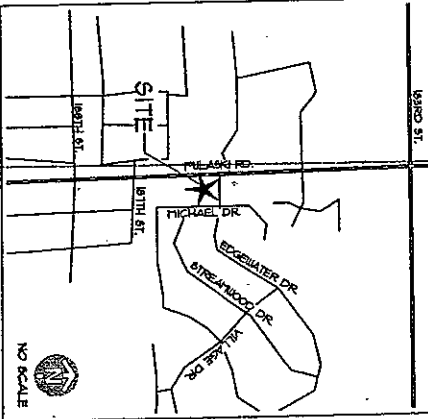
NEXTEL

Nextel Communications, Inc.

DRIVING DIRECTIONS

DEPART ECHLINTEL CREEK
4600 W. GRAND AVE. ELTHAM, IL 60126
DEPART 4600 W. GRAND AVE. ON N. CHURCH RD. (SOUTH), TURN
LEFT ONTO US-12 (LAKE ST.), TAKE I-550 (I88-10) (EAST),
MERGE ONTO I-254 (SOUTH), AT I-254 EXIT ONTO CHURCH RD.
(SOUTH), TURN RIGHT (WEST) ONTO CHURCH RD. (SOUTH),
TURN LEFT (WEST) ONTO PULASKI RD. (EAST), TURN LEFT
(SOUTH) ONTO PULASKI RD. TURN LEFT (EAST) ONTO
EDGEWATER DR. TURN RIGHT (SOUTH) ONTO MICHAEL DR. THEN
ARRIVE AT SITE.

VICINITY MAP



FLOSSMOOR

SITE NAME

IL-7106

SITE ADDRESS

PULASKI, SOUTH OF EDGEWATER
HAZEL CREST, IL 60428

PROJECT TYPE

(12) NEW ANTENNAS &
(15) NEW COAX RUNS ON
EXISTING WATER TANK
& NEW EQUIPMENT SHELTER

SHEET INDEX

NO.	DESCRIPTION
T-1	TITLE SHEET
L-1	SITE PLAN
L-2	SITE ELEVATION

PROJECT SUMMARY

SITE NAME:	FLOSSMOOR
SITE NUMBER:	IL-7106
SITE ADDRESS:	PULASKI, SOUTH OF EDGEWATER HAZEL CREST, IL 60428
PROPERTY OWNER:	VILLAGE OF HAZEL CREST
PERMIT APPLICANT:	NEXTEL COMMUNICATIONS ELTHAM, IL 60126
CONTACT PERSON:	CARLE FITZSIMONS
PHONE:	(630) 378-5100
FAX:	(630) 378-5916
SITE COORDINATES:	N 47° 23' 21.25" (NAD 83) W 87° 42' 46.48" (NAD 83)

APPROVAL

SIGNATURE	DATE

NEXTEL
4600 W. GRAND AVE.
ELTHAM, ILLINOIS 60126
TEL. (630) 378-5100
FAX. (630) 378-5101

GENERAL DYNAMICS
4600 W. GRAND AVE.
ELTHAM, ILLINOIS 60126
TEL. (630) 378-5100
FAX. (630) 378-5101

Pullerton Engineering Consultants, Inc.
3700 N. ROCKFORD RD. SUITE 400
ROCKFORD, ILLINOIS 60067
TEL. 815-393-0700
FAX. 815-393-0705

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DATE	BY	REVISION

DATE: 08/01/00

SITE NAME:

FLOSSMOOR

SITE NUMBER:

IL-7106

SITE ADDRESS:
PULASKI, SOUTH OF EDGEWATER
HAZEL CREST, IL 60428

SHEET NAME:

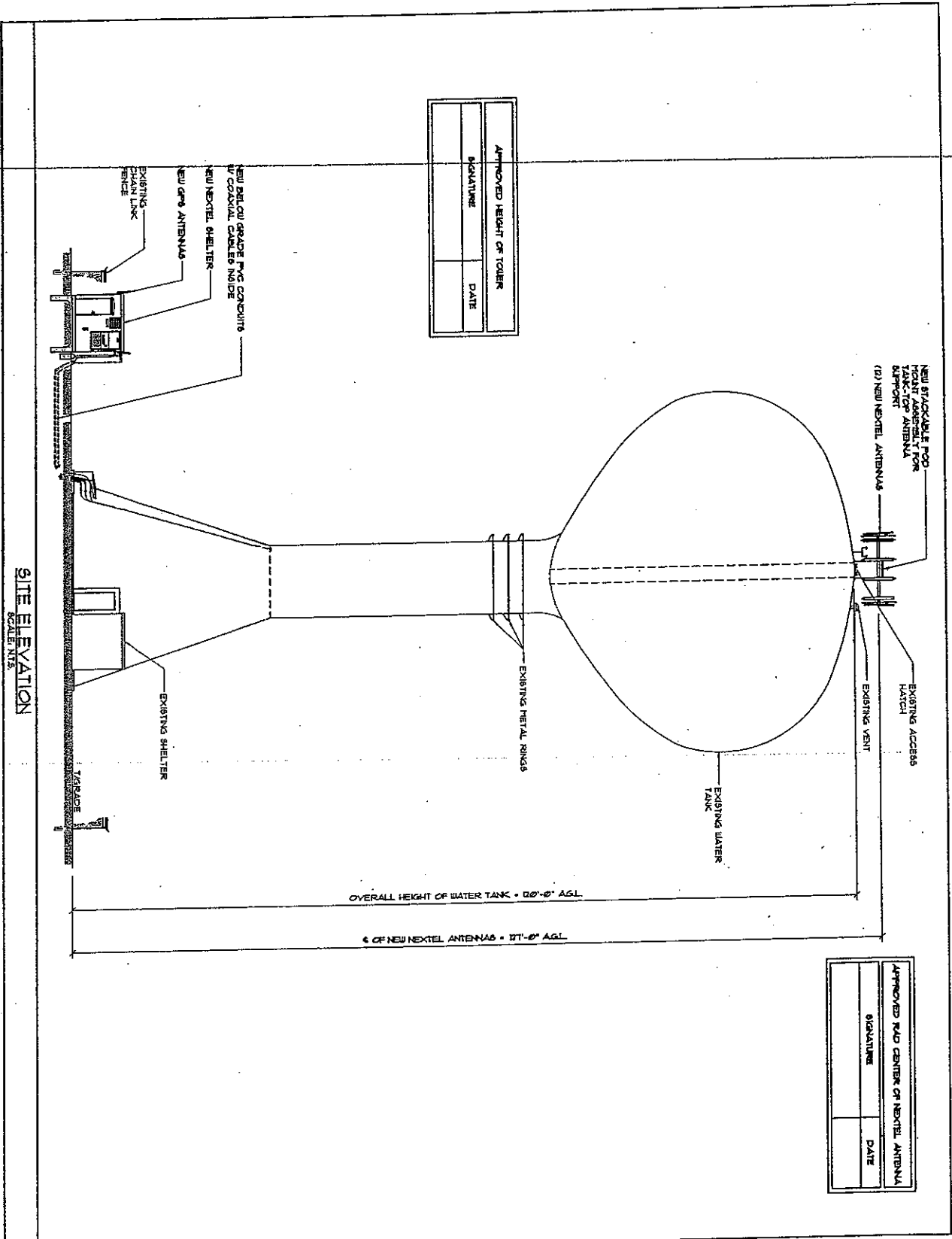
TITLE SHEET

SHEET NUMBER:

T-1

ABBREVIATIONS

AP	APPROXIMATE
AR	ABOVE FINISHED FLOOR
AS	APPROXIMATE
AT	APPROXIMATE
AV	APPROXIMATE
AW	APPROXIMATE
AX	APPROXIMATE
BA	BUILDING
BB	BUILDING
BC	BUILDING
BD	BUILDING
BE	BUILDING
BF	BUILDING
BH	BUILDING
BI	BUILDING
BJ	BUILDING
BK	BUILDING
BL	BUILDING
BM	BUILDING
BN	BUILDING
BO	BUILDING
BP	BUILDING
BQ	BUILDING
BR	BUILDING
BS	BUILDING
BT	BUILDING
BU	BUILDING
BV	BUILDING
BW	BUILDING
BX	BUILDING
BY	BUILDING
BZ	BUILDING
CA	CALCULATED
CB	CALCULATED
CC	CALCULATED
CD	CALCULATED
CE	CALCULATED
CF	CALCULATED
CG	CALCULATED
CH	CALCULATED
CI	CALCULATED
CJ	CALCULATED
CK	CALCULATED
CL	CALCULATED
CM	CALCULATED
CN	CALCULATED
CO	CALCULATED
CP	CALCULATED
CQ	CALCULATED
CR	CALCULATED
CS	CALCULATED
CT	CALCULATED
CU	CALCULATED
CV	CALCULATED
CW	CALCULATED
CX	CALCULATED
CY	CALCULATED
CZ	CALCULATED
DA	DRAWING
DB	DRAWING
DC	DRAWING
DD	DRAWING
DE	DRAWING
DF	DRAWING
DG	DRAWING
DH	DRAWING
DI	DRAWING
DJ	DRAWING
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DU	DRAWING
DV	DRAWING
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DX	DRAWING
DY	DRAWING
DZ	DRAWING
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EC	ELECTRIC
ED	ELECTRIC
EE	ELECTRIC
EF	ELECTRIC
EG	ELECTRIC
EH	ELECTRIC
EI	ELECTRIC
EJ	ELECTRIC
EK	ELECTRIC
EL	ELECTRIC
EM	ELECTRIC
EN	ELECTRIC
EO	ELECTRIC
EP	ELECTRIC
EQ	ELECTRIC
ER	ELECTRIC
ES	ELECTRIC
ET	ELECTRIC
EU	ELECTRIC
EV	ELECTRIC
EW	ELECTRIC
EX	ELECTRIC
EY	ELECTRIC
EZ	ELECTRIC
FA	FOUNDATION
FB	FOUNDATION
FC	FOUNDATION
FD	FOUNDATION
FE	FOUNDATION
FF	FOUNDATION
FG	FOUNDATION
FH	FOUNDATION
FI	FOUNDATION
FJ	FOUNDATION
FK	FOUNDATION
FL	FOUNDATION
FM	FOUNDATION
FN	FOUNDATION
FO	FOUNDATION
FP	FOUNDATION
FQ	FOUNDATION
FR	FOUNDATION
FS	FOUNDATION
FT	FOUNDATION
FU	FOUNDATION
FV	FOUNDATION
FW	FOUNDATION
FX	FOUNDATION
FY	FOUNDATION
FZ	FOUNDATION
GA	GALE
GB	GALE
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GX	GALE
GY	GALE
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HA	HAND
HB	HAND
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HQ	HAND
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HS	HAND
HT	HAND
HU	HAND
HV	HAND
HW	HAND
HX	HAND
HY	HAND
HZ	HAND
IA	INTERIOR
IB	INTERIOR
IC	INTERIOR
ID	INTERIOR
IE	INTERIOR
IF	INTERIOR
IG	INTERIOR
IH	INTERIOR
II	INTERIOR
IN	INTERIOR
IO	INTERIOR
IP	INTERIOR
IQ	INTERIOR
IR	INTERIOR
IS	INTERIOR
IT	INTERIOR
IU	INTERIOR
IV	INTERIOR
IW	INTERIOR
IX	INTERIOR
IY	INTERIOR
IZ	INTERIOR
JA	JACK
JB	JACK
JC	JACK
JD	JACK
JE	JACK
JF	JACK
JG	JACK
JH	JACK
JI	JACK
JJ	JACK
JK	JACK
JL	JACK
JM	JACK
JN	JACK
JO	JACK
JP	JACK
JQ	JACK
JR	JACK
JS	JACK
JT	JACK
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LE	LANDSCAPE
LF	LANDSCAPE
LG	LANDSCAPE
LH	LANDSCAPE
LI	LANDSCAPE
LJ	LANDSCAPE
LK	LANDSCAPE
LL	LANDSCAPE
LM	LANDSCAPE
LN	LANDSCAPE
LO	LANDSCAPE
LP	LANDSCAPE
LQ	LANDSCAPE
LR	LANDSCAPE
LS	LANDSCAPE
LT	LANDSCAPE
LU	LANDSCAPE
LV	LANDSCAPE
LW	LANDSCAPE
LX	LANDSCAPE
LY	LANDSCAPE
LZ	LANDSCAPE
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MI	MATERIAL
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MK	MATERIAL
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NL	NEAR
NM	NEAR
NO	NEAR
NP	NEAR
NQ	NEAR
NR	NEAR
NS	NEAR
NT	NEAR
NU	NEAR
NV	NEAR
NW	NEAR
NX	NEAR
NY	NEAR
NZ	NEAR
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OB	OVERHEAD
OC	OVERHEAD
OD	OVERHEAD
OE	OVERHEAD
OF	OVERHEAD
OG	OVERHEAD
OH	OVERHEAD
OI	OVERHEAD
OJ	OVERHEAD
OK	OVERHEAD
OL	OVERHEAD
OM	OVERHEAD
ON	OVERHEAD
OO	OVERHEAD
OP	OVERHEAD
OQ	OVERHEAD
OR	OVERHEAD
OS	OVERHEAD
OT	OVERHEAD
OU	OVERHEAD
OV	OVERHEAD
OW	OVERHEAD
OX	OVERHEAD
OY	OVERHEAD
OZ	OVERHEAD
PA	PARTIAL
PB	PARTIAL
PC	PARTIAL
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PE	PARTIAL
PF	PARTIAL
PG	PARTIAL
PH	PARTIAL
PI	PARTIAL
PJ	PARTIAL
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PN	PARTIAL
PO	PARTIAL
PP	PARTIAL
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PR	PARTIAL
PS	PARTIAL
PT	PARTIAL
PU	PARTIAL
PV	PARTIAL
PW	PARTIAL
PX	PARTIAL
PY	PARTIAL
PZ	PARTIAL
QA	QUALITY
QB	QUALITY
QC	QUALITY
QD	QUALITY
QE	QUALITY
QF	QUALITY
QG	QUALITY
QH	QUALITY
QI	QUALITY
QJ	QUALITY
QK	QUALITY
QL	QUALITY
QM	QUALITY
QN	QUALITY
QO	QUALITY
QP	QUALITY
QQ	QUALITY
QR	QUALITY
QS	QUALITY
QT	QUALITY
QU	QUALITY
QV	QUALITY
QW	QUALITY
QX	QUALITY
QY	QUALITY
QZ	QUALITY
RA	RANGE
RB	RANGE
RC	RANGE
RD	RANGE
RE	RANGE
RF	RANGE
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RH	RANGE
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RU	RANGE
RV	RANGE
RW	RANGE
RX	RANGE
RY	RANGE
RZ	RANGE
SA	SANITARY
SB	SANITARY
SC	SANITARY
SD	SANITARY
SE	SANITARY
SF	SANITARY
SG	SANITARY
SH	SANITARY
SI	SANITARY
SJ	SANITARY
SK	SANITARY
SL	SANITARY
SM	SANITARY
SN	SANITARY
SO	SANITARY
SP	SANITARY
SQ	SANITARY
SR	SANITARY
SS	SANITARY
ST	SANITARY
SU	SANITARY
SV	SANITARY
SW	SANITARY
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SZ	SANITARY
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TR	TANK
TS	TANK
TT	TANK
TU	TANK
TV	TANK
TW	TANK
TX	TANK
TY	TANK
TZ	TANK
UA	UNDERGROUND
UB	UNDERGROUND
UC	UNDERGROUND
UD	UNDERGROUND
UE	UNDERGROUND
UF	UNDERGROUND
UG	UNDERGROUND
UH	UNDERGROUND
UI	UNDERGROUND
UJ	UNDERGROUND
UK	UNDERGROUND
UL	UNDERGROUND
UM	UNDERGROUND
UN	UNDERGROUND
UO	UNDERGROUND
UP	UNDERGROUND
UQ	UNDERGROUND
UR	UNDERGROUND
US	UNDERGROUND
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VF	VARIABLE
VG	VARIABLE
VH	VARIABLE
VI	VARIABLE
VJ	VARIABLE
VK	VARIABLE
VL	VARIABLE
VM	VARIABLE
VN	VARIABLE
VO	VARIABLE
VP	VARIABLE
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WV	WALL
WW	WALL
WX	WALL
WY	WALL
WZ	WALL
XA	X-RAY
XB	X-RAY
XC	X-RAY
XD	X-RAY
XE	X-RAY
XF	X-RAY
XG	X-RAY
XH	X-RAY
XI	X-RAY
XJ	X-RAY
XK	X-RAY
XL	X-RAY
XM	X-RAY
XN	X-RAY
XO	X-RAY
XP	X-RAY
XQ	X-RAY
XR	X-RAY
XS	X-RAY
XT	X-RAY
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XZ	X-RAY
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YB	YARD
YC	YARD
YD	YARD
YE	YARD
YF	YARD
YG	YARD
YH	YARD
YI	YARD
YJ	YARD
YK	YARD
YL	YARD
YM	YARD
YN	YARD
YO	YARD
YP	YARD
YQ	YARD
YR	YARD
YS	YARD
YT	YARD
YU	YARD
YV	YARD
YW	YARD
YX	YARD
YY	YARD
YZ	YARD
ZA	ZONE
ZB	ZONE
ZC	ZONE
ZD	ZONE
ZE	ZONE
ZF	ZONE
ZG	ZONE
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ZJ	ZONE
ZK	ZONE
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ZM	ZONE
ZN	ZONE
ZO	ZONE
ZP	ZONE
ZQ	ZONE
ZR	ZONE
ZS	ZONE
ZT	ZONE
ZU	ZONE
ZV	ZONE
ZW	ZONE
ZX	ZONE
ZY	ZONE
ZZ	ZONE



APPROVED RFD CENTER OF NEXTEL ANTENNA	
SIGNATURE	DATE

APPROVED HEIGHT OF TOWER	
SIGNATURE	DATE

NEXTEL
 400 N. GRAND AVE.
 ELSTON, ILLINOIS 60630
 TEL: (630) 375-5700
 FAX: (630) 375-5701

GENERAL DYNAMICS
 400 N. GRAND AVE.
 ELSTON, ILLINOIS 60630
 TEL: (630) 375-5700
 FAX: (630) 375-5701

Pullerton Engineering Consultants, Inc.
 5700 N. HIGGINS RD., SUITE 600
 ROSEMONT, ILLINOIS 60068
 TEL: 631-757-0700
 FAX: 631-757-0705

THIS DOCUMENT IS THE PROPERTY OF PULLERTON ENGINEERING CONSULTANTS, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE EXPRESS WRITTEN CONSENT OF PULLERTON ENGINEERING CONSULTANTS, INC. IT IS HEREBY PROHIBITED.

DATE	BY	NO.
APPROVED BY	TD	
DATE	REVISION	NO.
DATE	LEAVE EXHIBIT	NO.

DATE: _____

SHEET NUMBER: _____

FLOSSMOOR

SITE NAME

SITE NUMBER

IL-1106

SITE ADDRESS

POINT OF EXHAUSTION

HAZEL CREEK, IL 60419

SITE ELEVATION

SHEET NAME

SHEET NUMBER

L-2

Site: IL7106 / Floosmoor
Market: Chicago

COMMUNICATIONS SITE LEASE AGREEMENT (WATER TANK)

This COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is dated as of Feb. 22, 2005, by Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications ("Nextel" or "Tenant") and Village of Hazel Crest, a municipal corporation ("Owner" or "Landlord").

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

1. **Premises.** Owner owns a parcel of land ("Land") and a water tank ("Water Tank") located in the Village of Hazel Crest, County of Cook, State of Illinois, commonly known as 18624 Crawford Avenue, Hazel Crest, Illinois 60429 (APN: 31-02-100-005). The Water Tank and the Land are collectively referred to herein as the "Property." The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Owner hereby leases to Nextel and Nextel leases from Owner approximately Six Hundred (20 x 30) square feet of Land and space adjacent to and/or on the Water Tank and all access and utility easements necessary or desirable therefore (collectively, "Premises") as may be described generally in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("Effective Date"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("Due Diligence Period"), Nextel shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Nextel may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. Upon Nextel's request, Owner agrees to provide promptly to Nextel copies of all plans, specifications, surveys and Water Tank maps for the Land and Water Tank, provided that such documents currently exist and are in Owner's possession. The Water Tank map shall include the elevation of all antennas on the Water Tank and the frequencies upon which each operates. In the event that Nextel determines, during the Due Diligence Period, that the Premises are not appropriate for Nextel's intended use, or if for any other reason, or no reason, Nextel decides not to commence its tenancy of the Premises, then Nextel shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Nextel expressly acknowledge and agree that Nextel's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Nextel shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

Tenant shall pay the Landlord the sum of \$7,500.00 as an Up-front Fee, not less than fifteen (15) days following the Effective Date.

3. **Term.** The term of Nextel's tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below) or nine-(9) months following the Effective Date, whichever first occurs ("Term Commencement Date") and shall terminate on the fifth anniversary of the Term Commencement Date ("Term") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for three-(3) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term unless Tenant gives a written notice to Landlord not less than sixty-(60) days prior to commencement of the succeeding Renewal Term that Tenant does not intend to renew this Agreement.

4. **Rent.** Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent Two Thousand and 00/100 Dollars (\$2,000.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Landlord at 3000 West 170th Place, Hazel Crest, Illinois 60429; Attention: Shirley Smith, or Village Clerk. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord. Rent shall be increased on each anniversary of the Term Commencement Date by an amount equal to 3.5% of the rent then in effect for the prior year.

5. Use. From and after the Term Commencement Date, the Premises may be used by Tenant for the operation of Tenant Facilities as hereafter defined, for the provision of Tenant's communications services, including the installation, operation, maintenance, replacement and repair of Tenant's Facilities, any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests relative thereto as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

6. Facilities; Utilities; Access.

(a) Tenant has the right to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation utility lines, transmission lines, an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefore, consistent with those depicted on Exhibit attached hereto, for the purpose of providing Tenant's communications services ("Tenant Facilities"). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers provided, however, that no alteration be made to the Water Tank without prior written approval of the Landlord. Nextel will restore the Water Tank after the initial installation, if necessary, to its condition immediately prior to the installation of the Tenant Facilities thereon, including the application of any paint or coatings as are necessary to ensure that the primary function of the Water Tank is not impaired. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by the installation, replacement, maintenance, or removal of Tenant Facilities and shall restore the Premises to their prior condition. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Property.

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

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

(d) Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways.

7. Interference.

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

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

best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement. Nothing in this paragraph shall prohibit Landlord's use, operation, maintenance or repair of the Water Tank, provided that Landlord shall give the Tenant at least seventy-two (72) hours prior notice, except in the case of emergency, of any planned maintenance or repair of the Water Tank that is likely to cause interference with Tenant's operations.

8. **Taxes.** If personal property taxes or real property taxes are assessed on the premises, Tenant shall pay all such taxes directly attributable to the Tenant Facilities or to Tenant's leasehold estate in the premises. Landlord shall pay all other personal property taxes or real property taxes, assessed on the Property.

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

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

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

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iii) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Tenant if any environmental report for the Property reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; upon sixty (60) days prior written notice to the landlord and payment of an early termination fee to landlord equal to three-(3) times the then current monthly rent; or (vi) by Tenant if the Landlord fails to deliver to Tenant an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below; or (vii) by Landlord if Landlord decides to permanently remove the Water Tank from service for the function of which it was constructed, provided that Landlord give two hundred seventy- (270) days prior written notice to Tenant of Landlord's intent to remove Water Tank from service.

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

12. **Insurance.**

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

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

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

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

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

15. Assignment and Subletting. Tenant may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord; provided, however, that Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Landlord's Lien") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

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

17. Repairs. (a) Tenant shall repair any damage to the Premises or Property caused by the negligence or willful misconduct of Tenant or its agents, employees or contractors, or by the installation, replacement, repair or removal of the Tenant facilities. Upon expiration or termination hereof, Tenant shall repair the Premises to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's reasonable control excepted. Tenant shall provide a performance bond, in a form and with a corporate surety reasonably satisfactory to Landlord, in the amount of \$10,000.00 to ensure the performance of Tenant's obligations hereunder. Such bond shall be effective from the Term Commencement Date until the expiration or termination of this Agreement.

(b) Landlord shall notify Tenant at least sixty (60) days in advance of the date when the Water Tower is scheduled to be painted, repaired, rebuilt or scheduled for general maintenance which would impact or be impacted by Tenant's Facilities (the "Work") and provide documentation of the bids specified in subparagraph 2 below. Within twenty (20) days of said notice, Tenant shall notify Landlord which of the following two options will be used to address the impact of Tenant's equipment on the cost of performing the Work on the Water Tower.

- 1) Prior to the date of the Work, Tenant shall remove the antennas from the Water Tower and temporarily locate them on a nearby crane or other similar device. The Work will proceed as it normally does. Once the Work is finished, Tenant will then re-attach the antennas where they were and will have them painted to match the Water Tower if it has been repainted. All costs incurred in removing the antennas, placement of a temporary antenna array, reattaching and painting the antennas shall be the sole responsibility of Tenant; or
- 2) The contractor will bid on the cost of performing the Work on the Water Tower without Tenant's equipment in place. The contractor will then bid on the cost of performing the Work on the Water Tower with Tenant's equipment left in place. Tenant shall deposit with Landlord an amount equal to the difference between the two bids at the time Tenant informs Landlord of which option it selects as provided in subparagraph 17 (b) above. The contractor will then proceed to perform the Work on the Water Tower with Tenant's antennas left in place. Tenant will reimburse Landlord for any reasonable additional amounts in performing the Work in addition to the amount deposited, provided Landlord supplies Tenant with a detailed invoice.

18. Hazardous Material.

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

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

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

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

19. Miscellaneous.

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

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

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

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

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

Landlord:

Village of Hazel Crest
3000 West 170th Place
Hazel Crest, Illinois 60429
Attn: Village President
Phone: 708-335-9600

With a copy to:

Peter D. Coblentz
Rosenthal, Murphey & Coblentz
30 N. LaSalle St.
Suite 1624
Chicago, IL 60602

Tenant:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Marking and Lighting Requirements.** Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should Tenant be cited because the Property is not in compliance and should Landlord fail to cure the conditions of noncompliance, Tenant may either terminate this Agreement or proceed to cure the conditions of noncompliance at Landlord's expense, which amounts may be deducted from (and offset against) the Rent and any other charges or amounts due, or coming due, to Landlord.

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

SIGNATURES ON FOLLOWING PAGE

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

LANDLORD:

Village of Hazel Crest,
a municipal corporation

By: 

Name: William A. Browne

Title: Village President

Date: 2/22/05

Tax I.D.: 36-6005920

Diverse Supplier: ☐ Yes ☐ No

TENANT:

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

By: 

Name: Jocelyn Prochilo

Title: Vice President of Site Development - Midwest

Date: 1/31/05

STATE OF ILLINOIS

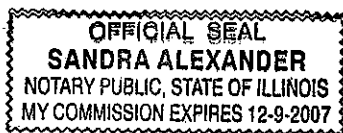
COUNTY OF COOK

On 2/22/05, before me, SANDRA ALEXANDER Notary Public, personally appeared William A. Browne, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sandra Alexander (SEAL)
Notary Public

My commission expires: 12/9/07



STATE OF Illinois

COUNTY OF DuPage

On 1-31-2005, before me, Karen R. Falkenberg Notary Public, personally appeared Jocelyn Prochilo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karen R. Falkenberg (SEAL)
Notary Public

My commission expires: 11-3-2008

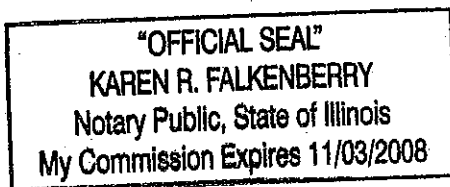


EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 2005, by and between Village of Hazel Crest, a municipal corporation, as Landlord and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 31-02-100-005

A WRITTEN DESCRIPTION OF THE LAND IS PRESENTED HERE:

The North 200.00 feet of the South 410.00 feet of the West 250.00 feet of the West ½ of the Northwest ¼ of Section 2, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT B

DESCRIPTION OF PREMISES

~~to the Agreement dated _____, 2005, by and between Village of Hazel Crest, a municipal corporation, as~~
Landlord and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Premises are described and/or depicted as follows:

A DRAWING OF THE PREMISES IS ATTACHED HERETO:

Please See the Attached Three (3) Pages:

Notes:

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. Without in any way limiting Paragraph 6 (or Tenant's right to make future changes), Tenant intends to initially install up to twelve (12) antennas, fifteen (15) coaxial cables and three GPS signal units and connections. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

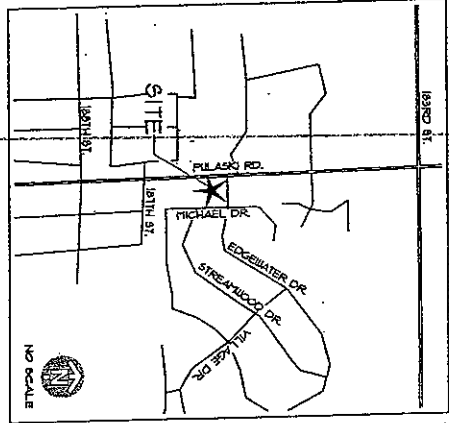
NEXTEL

Nextel Communications, Inc.

DRIVING DIRECTIONS

DEPART ESCH/LEXTEL OFFICE
4002 U. GRAND AVE. ELTHURST, IL 60126
DEPART 4002 U. GRAND AVE. ON N. CHURCH RD. (SOUTH), TURN
LEFT ONTO US-76 (LAKE ST.) TAKE I-76 (S-76) (EAST),
TERMINAL ONTO I-76 (SOUTH), AT I-76 EXIT ONTO DIVE HWY
(SOUTH) TURN RIGHT (WEST) ONTO I-76 (SOUTH) (EAST),
TERMINAL ONTO I-76 (SOUTH) (EAST) ONTO I-76 (SOUTH)
TURN LEFT (SOUTH) ONTO PULASKI RD. TURN LEFT (EAST) ONTO
EDGEWATER DR. TURN RIGHT (SOUTH) ONTO MICHAEL DR. THEN
ARRIVE AT SITE.

VICINITY MAP



FLOSSMOOR

IL - 7106

PULASKI, SOUTH OF EDGEWATER
HAZEL CREST, IL 60429

(12) NEW ANTENNAS &
(15) NEW COAX RUNS ON
EXISTING WATER TANK
& NEW EQUIPMENT SHELTER

SHEET INDEX

NO.	DESCRIPTION
T-1	TITLE SHEET
L-1	SITE PLAN
L-2	SITE ELEVATION

PROJECT SUMMARY

SITE NAME:	FLOSSMOOR
SITE NUMBER:	IL-7106
SITE ADDRESS:	PULASKI, SOUTH OF EDGEWATER HAZEL CREST, IL 60429
PROPERTY OWNER:	VILLAGE OF HAZEL CREST
PERMIT APPLICANT:	NEXTEL COMMUNICATIONS ELTHURST, IL 60126
CONTACT PERSON:	CAROL HARRISON PHONE: (630) 315-5100 FAX: (630) 315-5916
SITE COORDINATES:	N 47° 33' 33" (MAD 83) W 87° 42' 46" (MAD 83)

APPROVAL

SIGNATURE	DATE

NEXTEL
4002 U. GRAND AVE.
ELTHURST, ILLINOIS 60126
TEL: (630) 315-5100
FAX: (630) 315-5101

GENERAL DYNAMICS
4002 U. GRAND AVE.
ELTHURST, ILLINOIS 60126
TEL: (630) 315-5100
FAX: (630) 315-5916

Pullerton Engineering
Consultants, Inc.
3100 E. HIGGINS RD. SUITE 400
ROSEMONT, ILLINOIS 60068
TEL: (630) 561-1000
FAX: (630) 561-0100

THIS DOCUMENT IS THE PROPERTY OF
NEXTEL COMMUNICATIONS, INC. AND IS
TO BE USED ONLY FOR THE PROJECT
FOR WHICH IT WAS PREPARED. IT IS NOT
TO BE REPRODUCED OR TRANSMITTED
IN ANY FORM OR BY ANY MEANS
ELECTRONIC OR MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING, OR BY
ANY INFORMATION STORAGE AND
RETRIEVAL SYSTEM, WITHOUT THE
WRITTEN PERMISSION OF NEXTEL
COMMUNICATIONS, INC.

DATE SUBMITTED: _____

SITE NAME: FLOSSMOOR

SITE NUMBER: IL-7106

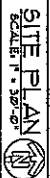
SITE ADDRESS: PULASKI, SOUTH OF
EDGEWATER, HAZEL CREST, IL 60429

SHEET NAME: TITLE SHEET

SHEET NUMBER: T-1

[illegible]

UTILITY POLE	UT
WATER POINT	W
REVISION	Δ
PLASTER	PL
BRICK	BR
CONCRETE	CON
BRICK	BR
STEEL	STEEL
GRAVEL	GRAVEL
CENTER LINE	CL
PROPERTY LINE	PL
LEASE LINE	LL
EASEMENT LINE	EL
CHAIN LINK FENCE	CLF
WOOD FENCE	WF
BRICK WALL	BRW
CONCRETE WALL	CONW
DELTA GRADE	DELTA
TELEPHONE	TEL
CEILING	CE
ELECTRICITY	EL
SECTION REFERENCE	SR



五

EXHIBIT C

to the Agreement dated _____, 2005, by and between Village of Hazel Crest, a municipal corporation, as Landlord and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

Nextel Communications
400 West Grand Avenue
Elmhurst, Illinois 60126
Attn: Karen Falkenberry, Legal Specialist

MEMORANDUM OF AGREEMENT

IL7106 / Floosmoor

APN: 31-02-100-005

This MEMORANDUM OF AGREEMENT is entered into on this _____, 2005, by Village of Hazel Crest, a municipal corporation, with an address at 3000 West 170th Place, Hazel Crest, Illinois 60429 (hereinafter referred to as "Owner" or "Landlord") and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, with an office at 400 West Grand Avenue, Elmhurst, Illinois 60126 (hereinafter referred to as "Nextel" or "Tenant").

1. Owner and Nextel entered into a Communications Site Lease Agreement ("Agreement") dated as of _____, 2005, effective upon full execution of the parties ("Effective Date") for the purpose of Nextel undertaking certain Investigations and Tests and, upon finding the Property appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Nextel's tenancy under the Agreement is for five (5) years commencing on start of construction of the Tenant Facilities or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

Village of Hazel Crest,
a Municipal government

TENANT:

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

By: EXHIBIT ONLY - DO NOT EXECUTE

Name: _____

Title: _____

Date: _____

By: EXHIBIT ONLY - DO NOT EXECUTE

Name: Jocelyn Prochilo

Title: Vice President of Site Development - Midwest

Date: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared Landlord, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

STATE OF Illinois

COUNTY OF DuPage

On _____, before me, _____, Notary Public, personally appeared Jocelyn Prochilo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

VILLAGE OF HAZEL CREST

COOK COUNTY, ILLINOIS

ORDINANCE NO. 14-2003

**AN ORDINANCE GRANTING A SPECIAL USE
TO U.S. CELLULAR TO CONSTRUCT A CELL TOWER AT
FIRE STATION #3, 2903 W. 175TH STREET**

**PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF HAZEL CREST,
COOK COUNTY, ILLINOIS, this
9th day of September, 2003.**

**Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Hazel Crest, Cook
County, Illinois, this 9th
day of September, 2003.**

VILLAGE OF HAZEL CREST

ORDINANCE NO. 14-2003

**AN ORDINANCE GRANTING A SPECIAL USE
TO U.S. CELLULAR TO CONSTRUCT A CELL TOWER AT
FIRE STATION #2, 2903 W. 175TH STREET**

WHEREAS, U.S. Cellular submitted a petition to replace the existing 50 ft. tower with a 190 foot cell tower at Fire Station #2 as a special use; and

WHEREAS, pursuant to notice as required by law, the Hazel Crest Planning and Zoning Commission conducted public hearings on the proposed amended special use on July 28, 2003 and August 18, 2003; and

WHEREAS, the Planning and Zoning Commission did consider and recommend approval of the 190 foot cell tower at Fire Station #2 to the Board of Trustees as it meets five of the six criteria in Section 13.8 of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees discussed this item on September 2; 2003 and

WHEREAS, The President and Board of Trustees find that granting the amended special use to construct a 190 foot cell tower subject to a ground lease with U.S. Cellular is reasonable and in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hazel Crest, as follows:

Section 1:

The amended special use granted hereby shall be subject to the following additional conditions:

- a) Construction of a 39.6 ft. x 39.6 ft. wood and brick structure matching the existing two structures;
- b) Installation of landscaping;
- c) Installation of a paved roadway to the site; and
- d) Subject to conditions of the signed ground lease, upon approval of the Village Attorney, identified as Exhibit A and Exhibit B.

Section 2:

This Ordinance shall be in full force and effect from and after its passage.

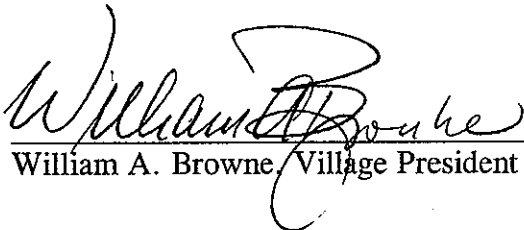
PASSED BY THE FOLLOWING ROLL CALL VOTE this 9th day of September, 2003.

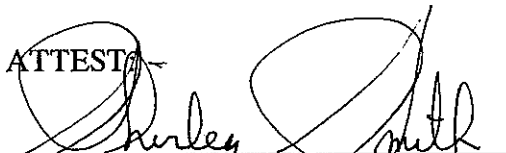
AYES: Alsberry, Brown, Browne, Freed, Leaner, Pate, Washington

NAYES: None

ABSENT: None

APPROVED THIS 9th day of September, 2003.


William A. Browne, Village President

ATTEST

Shirley Smith, Village Clerk

Site Name: 177th & Kedzie

Site No. 883931

GROUND LEASE

This Lease is made and entered into as of the 11th day of November, 2003, by and between **Village of Hazel Crest**, an Illinois municipal corporation, 3000 West 170th Place, Hazel Crest, IL 60429 (the "Landlord"), and **United States Cellular Operating Company of Chicago, LLC.**, a Delaware limited liability company, doing business as *U. S. Cellular®*, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 (the "Tenant").

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. **Option to Lease.** (a) Landlord hereby grants to Tenant an option ("the Option") to lease from Landlord the following described Leasehold Parcel:

Approximate dimensions: 12' x 20'

Approximate acreage: .006 Acres

Location: A portion of that property commonly known as 2903 West 175th Street, Hazel Crest, in Cook County, State of Illinois.

(collectively the "Leasehold Parcel") together with an easement of access to the Leasehold Parcel as provided in Paragraph 2 hereof for Tenant's uses from the nearest public right-of-way along the Landlord's property. This description of the Leasehold Parcel shall be superceded by a surveyed legal description that shall be attached to this lease as exhibit "A."

EXACT LOCATION TO BE DETERMINED BY A LEGAL SURVEY AND ATTACHED HERETO AS EXHIBIT "A".

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical

condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant warrants that any defect discovered by Tenant or Subtenant will be reported to Landlord within 48 hours of such discovery and that upon such discovery, Tenant or Subtenants will not perform any work likely to aggravate said defect.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of \$ 1,000.00 upon execution of this Agreement. The Option will be for an initial term of six months (the "Initial Option Term").

(d) During the Initial Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Leasehold Parcel to the Tenant subject to the following terms and conditions.

2. Grant of Easement Parcel(s). Landlord hereby grants to Tenant an Access easement 30 feet in width from the Leasehold Parcel to the nearest accessible public right-of-way and a Utility easement 10 feet in width to the nearest suitable utility company-approved service connection points. As further described in Exhibit "A" attached hereto and incorporated herein. Landlord agrees to make such direct grants of easement as the utility companies may require.

3. Grant of Easement Rights. To effect the purposes of this Lease, Landlord hereby grants to Tenant the following Easement Rights; (a) the right to improve an access road within the Access Easement Parcel; (b) the right to place utility lines and related infrastructure within the Utilities Easement Parcel; (c) the right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of installing, repairing, replacing, and removing the leasehold improvements (the "Improvements") and any other personal property of Tenant upon the Leasehold Parcel and improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery; and (d) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and Easement Parcels are collectively referred to herein as the "Premises."

4. Survey / Site Plan. Tenant shall, at Tenant's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and, subject to Landlord's prior review and approval, attach the same as Exhibit "A" to this Lease.

5. Use of the Premises. Subject to Landlord's prior approval of plans, Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of

voice and data signals by means of radio frequency energy and landline carriage. Tenant shall have unlimited 24/7 access to the site. Tenant has the right to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation utility lines, transmission lines, an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, a standby power generator, and supporting equipment and structures therefore as depicted on Exhibit B attached hereto, for the purpose of providing Tenant's telecommunications services ("Tenant Facilities").

6. Term of Lease. In the event Tenant exercises the Option, the initial lease term will be ten (10) years (the "Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the 10th annual anniversary of the Commencement Date occurred.

7. Option to Renew. The term of this lease shall automatically extend for up to three (3) additional terms of five (5) years each, upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the lease at least sixty (60) days before the expiration of the term then present at the time of such notice.

8. Option to Terminate. Subsequent to the expiration of the Initial Term, Tenant shall have the unilateral right to terminate this Lease at any time by giving written notice to Landlord of Tenant's exercise of this option and paying Landlord the amount of 3X the amount of the Base Rent then in effect. Tenant shall be not permitted to terminate this lease during the Initial Term.

9. Base Rent. Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of \$ 2,000.00 per month, which shall be due when construction begins and then regularly thereafter on the first day of each calendar month. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial month.

10. Adjusted Rent. On each anniversary of the commencement date of the term of this Lease, and throughout the duration hereof as renewed and extended, the Base Rent shall be increased by three percent (3%) of the Base Rent then in effect.

11. Possession of Premises. Tenant shall not be entitled to take possession of the Premises and commence work to construct the Improvements until Tenant makes the first payment of rent.

12. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations.

13. Property Taxes.

(a) Tenant shall pay any personal property taxes levied against the Tenant Improvements and any real estate taxes levied against the Leasehold Parcel or the land underlying the Leasehold Parcel.

(b) Landlord's requests to Tenant for contribution or reimbursement of property taxes should be addressed to U. S. Cellular, P.O. Box 31369, Chicago, IL 60631-0369. All requests must be accompanied by a copy of Landlord's tax bill. Tenant shall comply with requests for contribution by issuing a check for Tenant's proportionate share made payable to the tax collector. Tenant shall comply with requests for reimbursement by issuing a check to Landlord, provided that a paid tax receipt accompanies such request.

14. Repairs. Subject to applicable governmental and jurisdictional approvals, Tenant may, at its own expense, alter or modify the Tenant Improvements for the provisions of its communications services subject to the permitted use provisions in Section 5 of this Lease. Tenant shall operate, keep and maintain the Premises and Tenant Improvements in a neat, clean, safety, and orderly condition at all times during the term of this Lease.

15. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant, or in any way resulting from Tenant's presence upon or use of the Premises. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

16. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars covering Tenant's work and operations upon Landlord's lands.

17. Monetary Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.

18. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

19. Assignment of Lease by Tenant. This Lease and the Premises hereunder shall be freely assignable by the Tenant to a corporate affiliate, without the necessity of obtaining

Landlord's consent. Tenant's right to effect an outright transfer of the Premises, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee. Tenant shall have the right, upon sixty (60) days prior written notice to the Landlord, to assign or otherwise transfer this Lease and the Leasehold Parcel to any person or business entity which is authorized pursuant to an FCC license to operate a wireless communications business, and which is a parent, subsidiary or affiliate of Tenant, controls or is controlled by or under common control with Tenant, is merged or consolidated with Tenant, or purchases more than fifty percent (50%) of either ownership interesting Tenant or the assets of Tenant in the Metropolitan Trading Area or Basic Trading Area (as those terms are defined by the FCC) in which the Leasehold Parcel is located.

20. Subleasing. Tenant shall have the unreserved and unqualified right to sublet tower space to subtenants without obtaining Landlord's consent. Tenant may not sublet any ground space. Future carriers who are given permission to locate their services on the Tenant's tower are required to obtain a separate ground lease with the Village of Hazel Crest.

21. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease which may be recorded in the county land records. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

22. Removal of Improvements. Upon the termination or earlier expiration of the Lease, Tenant shall remove the Improvements and shall restore the Premises to its original condition, normal wear and tear excepted. Tenant shall provide and maintain a performance bond in the amount of twenty thousand dollars (\$20,000) issued by a corporate surety to guarantee the removal of Tenant Improvements upon termination or expiration of this Lease. At Landlord's request, Tenant shall, at Tenant's expense, remove any aboveground Improvements and all footings, foundations, and other below-ground Improvements to a depth of eighteen inches (18") below grade.

23. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

24. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted

to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in the land underlying the Premises a non-disturbance agreement in form reasonably satisfactory to Tenant.

25. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel, and that Landlord has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereon. Tenant hereby represents and warrants to Landlord that Tenant will not generate, store, or handle any hazardous waste or hazardous substance, in violation of law, upon the leasehold property. Tenant further represents and warrants to Landlord that Tenant will not dispose of any hazardous waste or substance upon the Leasehold property.

26. Attorney's fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

27. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

29. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

30. Non-binding until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

31. Tower Capacity Warranty. Tenant hereby represents and warrants to Landlord that the communications antenna tower to be constructed on the Leasehold Parcel, and depicted on Exhibit B attached hereto, will have capacity for collocation of up to four (4) additional communications services on the tower with transmitting and receiving antennas and associated cabling and related appurtenance similar to those being located on the tower by tenant. Tenant further represents and warrants that Tenant will make space on the tower available for collocation of other communications services on terms and conditions reasonably acceptable to Tenant, subject to applicable governmental approvals and available tower capacity.

32. Collocation of Village Antennas. Village shall have the right to place, maintain, repair and replace its public safety transmitting and receiving antenna(s), together with associated cabling and related appurtenances, at a location on the tower that is technically suitable for the public safety purposes of the Village and that it is reasonably acceptable to both the Tenant and Landlord. Tenant shall pay for placing and maintaining the Village's public safety antennas and related facilities on the tower at all times during the term of this lease.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LANDLORD:

The Village of Hazel Crest
an Illinois municipal corporation

By: 

Printed: William A. Browne

Title: Village President

36-6005920

FEIN#

Date: November 11, 2003

TENANT:

**United States Cellular Operating
Company of Chicago, LLC**
a Delaware limited liability company
d/b/a U. S. Cellular®

By: 

Printed: Hichem H. Garnaoui

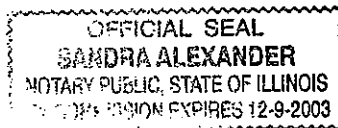
Title: Vice President

Date: 11/21/03

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that WILLIAM A. BROWNE, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that he signed the said Lease, pursuant to his authority, as his free and voluntary act on behalf of the named Landlord for the uses and purposes therein stated.

Given under my hand and seal this 13th day of NOVEMBER, 2003.



Sandra Alexander

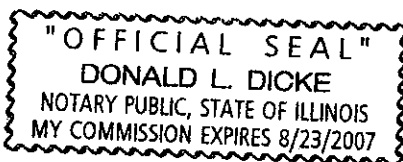
Notary Public

My commission expires 12/09/03

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Hichem H. Garnaoui, Vice President of National Network Operations, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant for the uses and purposes therein stated.

Given under my hand and seal this 21st day of November, 2003.



Donald L. Dicke

Notary Public

My commission expires 8/23/07

EXHIBIT A DESCRIPTION OF PREMISES

Site Address: 2903 E. 175th Street
Hazel Crest, IL 60429

APN#: 28-36-101-010-000
Lat/Lon: 041-34-15.3 / 087-41-16.8

See attached Site Plan Survey

PLAT OF SURVEY

US Cellular
ONE PRICE PLAZA
SUITE 200
PARCELS 100, 101, 102, 103, 104, 105
FALGOUT TWP-18S-04E

APPROVALS
LANDLORD
LESSOR
A.J. DESIGN
CONSTRUCTION
ONE COMET

CALL SITE DATA
LOCATION
DATE

PROJECT NO.
DRAWN BY
CHECKED BY
DATE

REVISIONS
NO.
DATE
DESCRIPTION

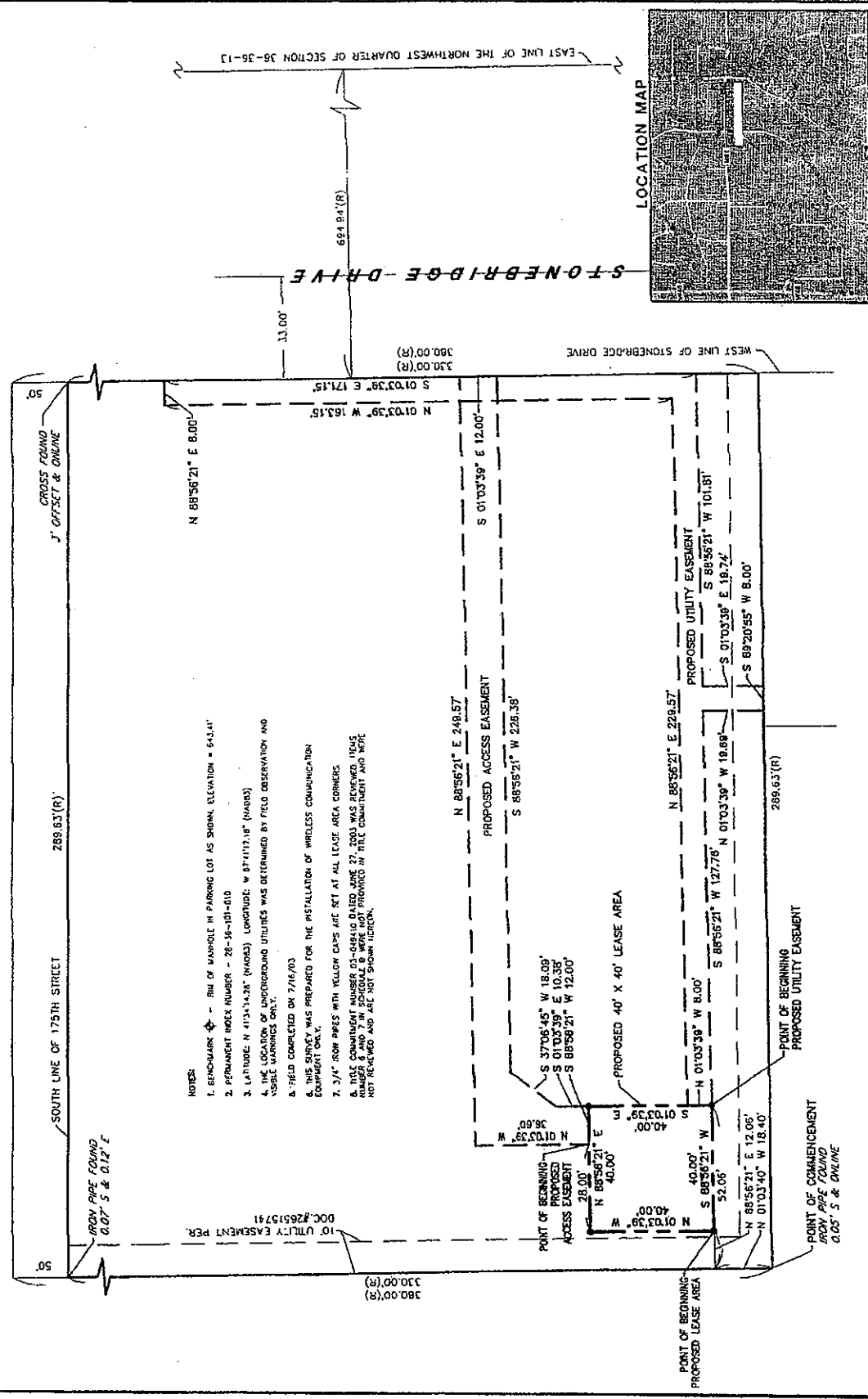
WFLAND SURVEYING, INC.
1000 W. 17TH STREET
SUITE 200
MADISON, WI 53703
TEL: 608.271.1111
FAX: 608.271.1112
WWW.WFLANDSURVEYING.COM

883931
CG12-5524
177TH
KEDZIE

2003 W. 17TH STREET
MADISON, WI 53703
00128

SHEET TITLE
LAND SURVEY

SHEET NUMBER
LS-2
OF 8 SHEETS



- NOTES:
1. BENCHMARK - B.M. OF MANHOLE IN PARKING LOT AS SHOWN, ELEVATION = 643.41'
 2. PERMANENT INDEX NUMBER - 28-36-101-010
 3. LATITUDE: N 41°34'14.28" (NAD83) LONGITUDE: W 87°41'17.18" (NAD83)
 4. THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY.
 5. FIELD COMPLETED ON 7/16/03
 6. THIS SURVEY WAS PREPARED FOR THE INSTALLATION OF WIRELESS COMMUNICATION EQUIPMENT ONLY.
 7. 3/4" IRON PINS WITH YELLOW CAPS ARE SET AT ALL LEASE AREA CORNERS.
 8. TITLE COMMITMENT NUMBER 03-089410 DATED JUNE 27, 2003 WAS REVIEWED. ITEMS NUMBER 6 AND 7 IN SCHEDULE B WERE NOT PROVIDED IN TITLE COMMITMENT AND NOTE NOT REVIEWED AND ARE NOT SHOWN HEREIN.

10' UTILITY EASEMENT PER DOC #26515741

POINT OF BEGINNING
IRON PIPE FOUND
0.05' S & 0.12' E

POINT OF BEGINNING
PROPOSED UTILITY EASEMENT

POINT OF BEGINNING
PROPOSED LEASE AREA

POINT OF BEGINNING
ACCESS EASEMENT

PLAT OF SURVEY

U.S. Cellular

ONE PENCE PLACE
SUITE 100
ITASCAR, ILLINOIS 60143
OFFICE/PHONE 773-600-
7432/FAX 773-600-1880

APPROVALS
LANDLORD _____
LEASING _____
S.A. DESIGN _____
ZONING _____
CONTRACTOR _____

URG. COMET
CELL SITE ENG.
OPERATION

PROJECT NO. 00201

DRAWN BY: KCR

CHECKED BY: PAT

W-T

W-T LAND SURVEYING, INC.
1000 N. WILSON AVENUE
SUITE 100
CHICAGO, ILLINOIS 60642
PHONE 312-541-1100
FAX 312-541-1101
WWW.WT-SURVEYING.COM

0883831
CG12-5524

177TH
&
KEDZEE
7303 W. 177TH STREET
HAZELGREST, ILLINOIS
60143

SHEET TITLE
LAND SURVEY

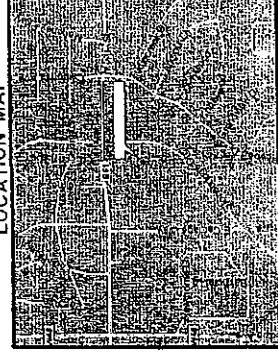
SHEET NUMBER
LS-3
OF 3 SHEETS

PROPOSED UTILITY EASEMENT DESCRIPTION
A PORTION OF THE NORTH 380.00 FEET OF THE
EAST 60 ACRES OF THE NORTHWEST QUARTER OF SECTION 36,
TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN LYING WEST OF A LINE 694.94 FEET WEST OF AND
PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF
SECTION 36 AFORESAID; SAID PORTION DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE
NORTH 01 DEGREES 03 MINUTES 40 SECONDS WEST 18.40 FEET ON
THE WEST LINE OF SAID PARCEL; THENCE NORTH 88 DEGREES 56
MINUTES 21 SECONDS EAST 12.06 FEET TO THE POINT OF
BEGINNING; THENCE NORTH 01 DEGREES 03 MINUTES 40 SECONDS
WEST 40.00 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 21
SECONDS EAST 40.00 FEET; THENCE SOUTH 88 DEGREES 56
MINUTES 21 SECONDS WEST 18.40 FEET TO THE POINT OF
BEGINNING; CONTAINING 1600.00 SQUARE FEET, MORE OR LESS,
ALL IN COOK COUNTY, ILLINOIS.

PROPOSED ACCESS EASEMENT DESCRIPTION
A PORTION OF THAT PART OF THE NORTH 380.00 FEET OF THE
EAST 60 ACRES OF THE NORTHWEST QUARTER OF SECTION 36,
TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN LYING WEST OF A LINE 694.94 FEET WEST OF AND
PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF
SECTION 36 AFORESAID; SAID PORTION DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE
NORTH 01 DEGREES 03 MINUTES 40 SECONDS WEST 18.40 FEET ON
THE WEST LINE OF SAID PARCEL; THENCE NORTH 88 DEGREES 56
MINUTES 21 SECONDS EAST 12.06 FEET; THENCE NORTH 01 DEGREES
03 MINUTES 39 SECONDS WEST 40.00 FEET; THENCE NORTH 88
DEGREES 56 MINUTES 21 SECONDS EAST 40.00 FEET; THENCE
SOUTH 88 DEGREES 56 MINUTES 21 SECONDS WEST 18.40 FEET TO
THE POINT OF BEGINNING; CONTAINING 1600.00 SQUARE FEET,
MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

PROPOSED LEASE AREA DESCRIPTION
A PORTION OF THAT PART OF THE NORTH 380.00 FEET OF THE
EAST 60 ACRES OF THE NORTHWEST QUARTER OF SECTION 36,
TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN LYING WEST OF A LINE 694.94 FEET WEST OF AND
PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF
SECTION 36 AFORESAID; SAID PORTION DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE
NORTH 01 DEGREES 03 MINUTES 40 SECONDS WEST 18.40 FEET ON
THE WEST LINE OF SAID PARCEL; THENCE NORTH 88 DEGREES 56
MINUTES 21 SECONDS EAST 12.06 FEET TO THE POINT OF
BEGINNING; THENCE NORTH 01 DEGREES 03 MINUTES 39 SECONDS
WEST 40.00 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 21
SECONDS EAST 40.00 FEET; THENCE SOUTH 88 DEGREES 56
MINUTES 21 SECONDS WEST 18.40 FEET TO THE POINT OF
BEGINNING; CONTAINING 1600.00 SQUARE FEET, MORE OR LESS,
ALL IN COOK COUNTY, ILLINOIS.

LOCATION MAP



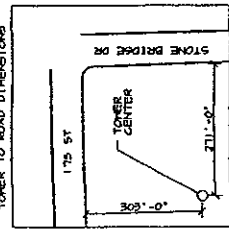
LEGEND	
PROPERTY LINE	PLANNED SECTION
ADJACENT PROPERTY	ADJACENT SECTION
ADJACENT TOWNSHIP	ADJACENT RANGE
ADJACENT COUNTY	ADJACENT STATE
ADJACENT WATER	ADJACENT ROAD
ADJACENT RAILROAD	ADJACENT AIRPORT
ADJACENT PORT	ADJACENT CANAL
ADJACENT LAKE	ADJACENT MOUNTAIN
ADJACENT HILL	ADJACENT VALLEY
ADJACENT PLAIN	ADJACENT DESERT
ADJACENT SWAMP	ADJACENT TUNDRA
ADJACENT GLACIER	ADJACENT ICEBERG
ADJACENT VOLCANO	ADJACENT EARTHQUAKE
ADJACENT TORNADO	ADJACENT HURRICANE
ADJACENT CYCLONE	ADJACENT COMET
ADJACENT METEOR	ADJACENT ASTEROID
ADJACENT NEBULA	ADJACENT GALAXY
ADJACENT QUASAR	ADJACENT BLACK HOLE
ADJACENT DARK MATTER	ADJACENT DARK ENERGY
ADJACENT SUPERNOVA	ADJACENT COSMOS
ADJACENT UNIVERSE	ADJACENT GOD

EXHIBIT B TENANT'S FACILITIES

See attached Site Plan Drawing

TOWER SETBACKS	
FRONT	REAR
240'-0"	240'-0"
10'-0"	10'-0"
10'-0"	10'-0"
32'-0"	32'-0"

TOWER TO ROAD DIMENSIONS



NEW 12'-0" ACCESS EASEMENT
SEE SURVEY FOR LEGAL
DESCRIPTION

EXISTING LIGHT POLE
TO REMAIN

NEW 10'-0" WIDE DOUBLE
SHIMS GATE

NEW 40'x40' U.S. CELLULAR
LEASE AREA, SEE SURVEY
FOR DESCRIPTION

NEW 140' MONOPOLE
TOWER DESIGN 4
PROVIDED BY OTHERS

NEW U.S. CELLULAR 11'-3" X 10'-4"
EQUIPMENT SHELTER,
(5/8" x 11' x 11' x 11')
FOR ADDITIONAL DETAILS.

NEW 24'-0" x 24'-0" WOODEN
ROAD AND BOARD PRIVATE
FENCE WITH BRICK PIERS
TO MATCH EXISTING

EXISTING BUSHES TO BE
REMOVED TO ACCOMMODATE
CARRIER

175 ST

STONE BRIDGE DRIVE

EXISTING ASPHALT
PARKING LOT

NOTE: CONTRACTOR TO RESTORE
ANY DAMAGE DONE TO
SITE TO IT'S ORIGINAL
CONDITION

EXISTING BUILDING TO REMAIN

EXISTING UTILITY POLE
TO BE REMOVED
TO COORDINATE FINAL
TIE-IN WITH LOCAL
UTILITY COMPANY

EXISTING TOWER TO BE REMOVED
BE RELOCATED ON NEW U.S. CELLULAR
MONOPOLE AT 50'-0" TO PROVIDE ALL
NECESSARY CLEARANCES FOR ALL
NEW GROUND LINES, ETC.

NEW UNDERGROUND ELECTRIC
CONDUIT AND CABLES TO BE
RELOCATED TO NEW PAVEMENT
TO ORIGINAL CONDITION

NEW 6" PVC CONDUIT TO BE INSTALLED
TO NEW ANTENNA ON TOWER
GENERAL CONTRACTOR TO PROVIDE
TO ORIGINAL CONDITION

NEW 6" PVC CONDUIT TO BE INSTALLED
TO NEW ANTENNA ON TOWER
GENERAL CONTRACTOR TO PROVIDE
TO ORIGINAL CONDITION

NEW UNDERGROUND ELECTRIC
CONDUIT, GENERAL CONTRACTOR
IS TO RE-500 GRADES AREA
TO RESTORE IT TO ITS ORIGINAL
CONDITION

NEW 8'-0" UTILITY EASEMENT
SEE SURVEY FOR LEGAL DESCRIPTION

NEW UNDERGROUND TELEPHONE
CONDUIT, GENERAL CONTRACTOR
IS TO RE-500 GRADES AREA
TO RESTORE IT TO ITS ORIGINAL
CONDITION

EXISTING TELEPHONE PEDESTAL
TO BE UTILIZED

U.S. Cellular
10000 N. 175th Street
Suite 100
Hazel Crest, IL 60428
TEL: 708/381-1000
FAX: 708/381-1001

APPROVALS

LANDLORD _____

OWNER _____

CONSTRUCTION _____

CONSTRUCTION E&L _____

CELL SITE ENG. _____

OPERATION _____

W-T

W-T COMMUNICATION
JEREMY GREENE, INC.
1000 N. 175th Street
Suite 100
Hazel Crest, IL 60428
TEL: 708/381-1000
FAX: 708/381-1001

PROJECT NO. 10000

DRAWN BY: CJD

CHECKED BY: AND

DATE: 10/1/00

1 10'-0" x 10'-0"

2 10'-0" x 10'-0"

3 10'-0" x 10'-0"

4 10'-0" x 10'-0"

5 10'-0" x 10'-0"

6 10'-0" x 10'-0"

7 10'-0" x 10'-0"

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76 10'-0" x 10'-0"

77 10'-0" x 10'-0"

78 10'-0" x 10'-0"

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92 10'-0" x 10'-0"

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95 10'-0" x 10'-0"

96 10'-0" x 10'-0"

97 10'-0" x 10'-0"

98 10'-0" x 10'-0"

99 10'-0" x 10'-0"

100 10'-0" x 10'-0"

CGP 12-5524.4
883931
VILLAGE OF
HAZEL CREST
3001 W. 175th STREET
HAZEL CREST, IL 60428

SHEET NUMBER
C-1

OVERALL SITE PLAN
SCALE: 1" = 40'-0"

Prepared by:
LCC International, Inc.
One Pierce Place, Suite 1100
Itasca, IL 60143

Return to:
U.S. Cellular Corporation
Attn: Real Estate Department
8410 W. Bryn Mawr Avenue, Suite 700
Chicago, IL 60050

Cell Site No: 883931
State: Illinois
County: Cook
PIN: 28-36-101-010-0000

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 11th day of November, 2003, by and **Village of Hazelcrest**, an Illinois municipal corporation, 3000 West 170th Place, Hazel Crest, IL 60429 (the "Landlord") and **United States Cellular Operating Company of Chicago, LLC.**, a Delaware limited liability company, doing business as *U. S. Cellular*, whose address is Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631 (the "Tenant").

WITNESSETH:

WHEREAS, by the terms of a certain Ground Space Lease entered into on the 11th day of November, 2003 (the "Lease"), the Landlord leased to the Tenant certain property, being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Cook County, State of Illinois

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby lease the Premises to the Tenant upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

- (1) On the 11th day of November, 2003, the Landlord and Tenant entered into the Lease of the Premises.
- (2) The term of the Lease is for a period of ten (10) years commencing on the 11th day of November, 2003, and terminating on November 11, 2013.
- (3) The amounts of rental due and the terms, conditions and rights and remedies of the parties hereto are specifically set forth in the Lease.
- (4) The Lease contains three (3) renewal options to extend the lease for up to three (3) additional five (5) year terms which may be exercised upon the terms and conditions more particularly set forth in the Lease.

IN WITNESS WHEREOF, the Owner and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the day and year first above written.

OWNER:
Village of Hazelcrest
an Illinois municipal corporation

By: William A. Browne

Printed: William A. Browne

Title: Village President

Date: November 11, 2003

TENANT:
United States Cellular Operating
Company of Chicago, LLC, a Delaware
limited liability company d/b/a
U. S. Cellular®

By: Hichem H. Garnaoui

Printed: Hichem H. Garnaoui

Title: VP of National Network Operations

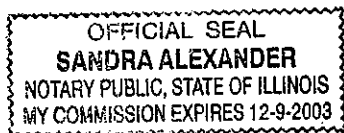
Date: 11/21/03

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that WILLIAM A. BROWNE, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said instrument, on behalf of the named Landlord, as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 13th day of NOVEMBER, 2003.



Sandra Alexander
Notary Public

My commission expires 12/09/03.

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Hichem H. Garnaoui, Vice President of National Network Operations, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said instrument as his free and voluntary act, on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 21st day of November, 2003.



Donald L. Dicke
Notary Public

My commission expires 8/23/07

EXHIBIT A

SITE DESCRIPTION

SEE ATTACHED SITE PLAN SURVEY

