### ACCESS LICENSE AGREEMENT

THIS ACCESS LICENSE AGREEMENT (the "Agreement") is made this 8<sup>th</sup> day of November, 2011, between the Forest Preserve District of Kane County ("Licensor"), whose address is 1996 South Kirk Road, Suite 320, Geneva, IL 60134, and T-MOBILE CENTRAL LLC, a Delaware limited liability company ("Licensee"), whose address is 12920 SE 38<sup>th</sup> St., Bellevue, WA 98006.

#### RECITALS

WHEREAS, the LICENSOR is the owner of certain real property known as Buffalo Park Forest Preserve (the "Preserve") located in the County of Kane, State of Illinois; and

WHEREAS, Licensee desires use of an existing road crossing the real property of the Licensor for the purpose of ingress and egress to Licensee's cellular tower located on the Village of Algonquin Water Treatment Facility property adjoining the Preserve.

### **GRANT OF LICENSE**

NOW, THEREFORE, in consideration of the sum of THREE THOUSAND DOLLARS (\$3,000) to be paid annually on or before each November 8th during the term hereof and any extension thereof and other good and valuable consideration, paid by Licensee, and the keeping of the covenants and promises of Licensee stated herein, Licensor hereby grants an access license (the "License") to Licensee, its agents, employees and contractors, for use of an existing road (the "Access Road") crossing a portion of the Preserve in the County of Kane, State of Illinois, to wit:

The limits of the Access Road are detailed on Exhibit A attached.

It is mutually covenanted and agreed by and between the parties hereto as follows:

- 1. LICENSE PURPOSES, CONSTRUCTION REQUIREMENTS. The License granted herein shall be for the purpose of vehicular ingress and egress on and over the Access Road for the construction, maintenance, operation and repair of Licensee's cellular tower located on the Village of Algonquin Water Treatment Facility property adjoining the Park. Licensee shall have no right to store construction equipment, materials, supplies, or fill material within the Access Road right-of-way on a temporary or permanent basis. No access to the Preserve is granted to Licensee from the Access Road.
- 2. TERM. The term of this License shall be for Five (5) years beginning on November 14, 2011 and continuing through November 14, 2016 so long as Licensee abides by the covenants, conditions and terms of the License herein. Provided Licensee is not then in default hereunder, this Agreement shall be extended for a successive five (5) year term at the expiration of the initial five (5) year term and then again for a second successive five (5) year term at the expiration of the initially extended term.
- 3. LICENSEE'S RIGHT OF ACCESS. Licensee shall have and exercise the right of ingress and egress on and over the Access Road for any purpose reasonably necessary for the full enjoyment of the rights associated with the License, provided, however, that Licensee shall remain within the established right-of-way of the Access Road.
- 4. LICENSE IS NON-EXCLUSIVE; LICENSORS USE. This License is non-exclusive and the LICENSOR reserves the right to permit other users of the Access Road. The LICENSOR retains the right of use of the Access Road.
- 5. DAMAGE TO ACCESS ROAD, CORRECTIVE ACTION. Licensee shall be responsible for taking all corrective actions necessary, at Licensee's sole expense, to restore, clean up, remove contaminated material, grade, resurface and all other action necessary to restore the condition of the Access Road and surrounding property resulting from Licensee's use of the Access Road. Such corrective action shall be

performed immediately and final approval of the corrective action and subsequent restoration shall be subject to the written approval of the Forest Preserve Executive Director.

- 6. ACCESS ROAD AS-IS/WHERE-IS. The LICENSOR makes no representation for the suitability of the Access Road for Licensee's use. The use of the Access Road permitted hereunder shall be in the Access Road's as-is/where-is condition. The LICENSOR shall have no obligation for maintenance or repair of the Access Road.
- 7. INDEMNIFICATION; INSURANCE. Licensee shall indemnify, save and hold harmless Licensor, its employees and agents, against any and all loss, costs, expenses, claims, damages, liability and court awards, whether to person or property, (including any enforcement of any environmental cure to said License property by any agency requiring abatement, containment, removal or restoration) including costs, expenses and attorneys fees incurred as a result of any act or omission by Licensee, or its employees, agents or contractors arising in any way by reason of Licensee's use of the Access Road. Licensee shall provide a certificate of liability insurance to the Licensor at the beginning of each year of the term hereof, reflecting comprehensive general liability coverage in an amount of not less than Three Million Dollars (\$3,000,000.00) per occurrence and listing the Licensor as an additional insured thereunder.
- 8. DEFAULT. If Licensee defaults on any of its responsibilities or covenants hereunder, Licensor shall provide written notification to Licensee of any such default. Licensee shall have thirty (30) days after receipt of written notice to cure the default or initiate steps acceptable to the Licensor to correct the default. If the default is not cured within that time or steps to correct the default initiated, Licensor may at any time thereafter declare the License terminated. Licensee and Licensor expressly agree that no assent, express or implied by Licensor to any breach of any of Licensee's covenants shall be deemed to be a waiver of any succeeding breach of the same or different covenant.
- 9. LICENSE NOT TO BE RECORDED, NO REAL PROPERTY INTEREST. This Access License Agreement does not constitute a real property interest vesting in Licensee, and Licensee agrees not to file this License of record in the county records.
  - 10. NOTICE. Any notice required or permitted herein shall be in writing and delivered personally or by U.S. mail to the address or addresses and persons set forth below:

# LICENSOR

Executive Director
Forest Preserve District of Kane County
1996 S. Kirk Road, Suite 320
Geneva, IL 60134

# LICENSEE

T-Mobile Central LLC Re: Site ID CH46433A 12920 SE 38<sup>th</sup> St. Bellevue, WA 98006

Attn: PSC Lease Administrator

## With a copy to:

Patrick Kinnally, Attorney Kinnally, Krentz, P.C. 2114 Deerpath Road Aurora, IL 60506

### With copies to:

T-Mobile Central LLC 2001 Butterfield Road, Suite 1900 Downers Grove, IL 60515

T-Mobile USA, Inc. 12920 SE 38<sup>th</sup> Street Bellevue, WA 98006 Attn: Legal Dept.

- 11. PARAGRAPH HEADINGS. The captions and headings set forth herein are for the convenience of reference only, and shall not be construed so as to define or limit the terms or provisions hereof.
- 12. FURTHER ACTIONS. Any term, covenant, condition or provision of this License which is not performed at the time of executing this License, or which comes into effect thereafter, shall survive the execution of the License and shall not be deemed to have merged in the granting of the License. Each party agrees to execute such additional documents as may be reasonable and necessary to carry out the intent, purposes and provisions of this License.
- 13. The laws of the State of Illinois and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this License to the extent that the License is capable of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Access License Agreement on the date first above written:

LICENSOR: FOREST PRESERVE DISTRICT OF KANE COUNTY

By: Monica A. Meyers, Executive Director
STATE OF TTLIMUS
COUNTY OF Lane ) ss.
Subscribed and sworn to before me this 9th day of November, 2011, by
Witness my hand and official seal.
My commission expires: 04/08/2015 atuain 6 Hastibur
*OFFICIAL SEAL* PATRICIA L HESTEKIN Notary Public, State of Illinois My Commission Expires 04/08/2015



LICENSEE: T-MOBILE CENTRAL LLC
By: abby Harrington
Title: Abby Harrington, Dir, Mational Siting Policy
STATE OF Washington )
COUNTY OF King ) ss.
Subscribed and sworn to before me this day of day of 2011, by
Paige Page , T-Mobile USA.
Witness my hand and official seal.
My commission expires: 9 29 2015.
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Notary Public
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