

## **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

With a copy to:

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

LICENSEE

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

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  
Monica A. Meyers, Executive Director

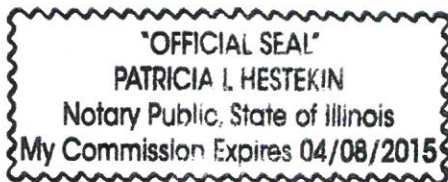
STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Kane )

Subscribed and sworn to before me this 9<sup>th</sup> day of November, 2011, by  
Monica Meyers

Witness my hand and official seal.

My commission expires: 04/08/2015

Patricia L. Hestekin  
Notary Public



Melanie Kiely 10/21/11  
T-Mobile Legal Approval  
Melanie Kiely

LICENSEE: T-MOBILE CENTRAL LLC

By: Abby Harrington

Title: Abby Harrington, Dir, National Siting Policy

STATE OF Washington )

COUNTY OF King ) ss.

Subscribed and sworn to before me this 1st day of November, 2011, by

Paige Page, T-Mobile USA.

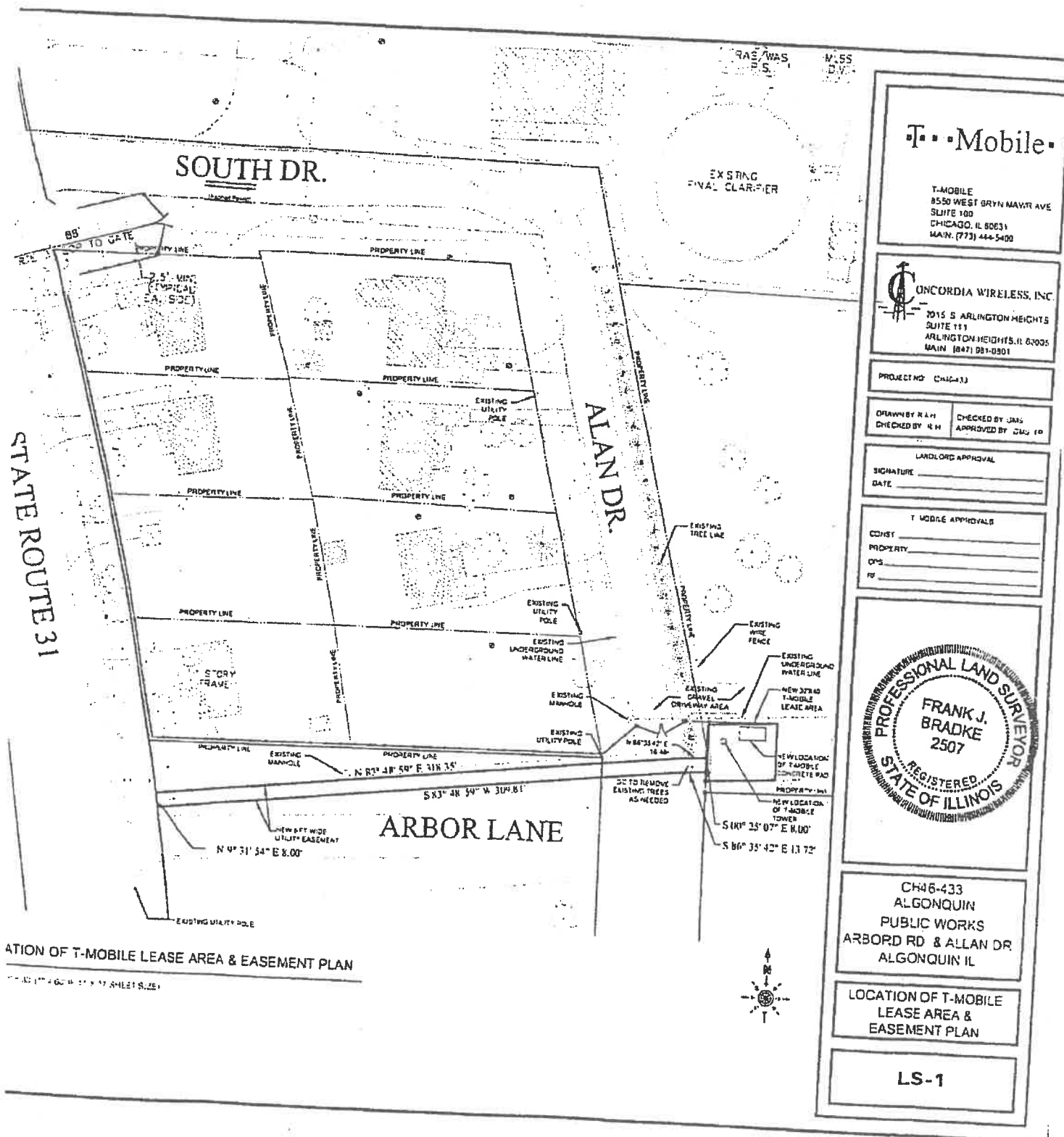
Witness my hand and official seal.

My commission expires: 9/29/2015.

Paige Page  
Notary Public



## EXHIBIT A



GENERAL NOTES

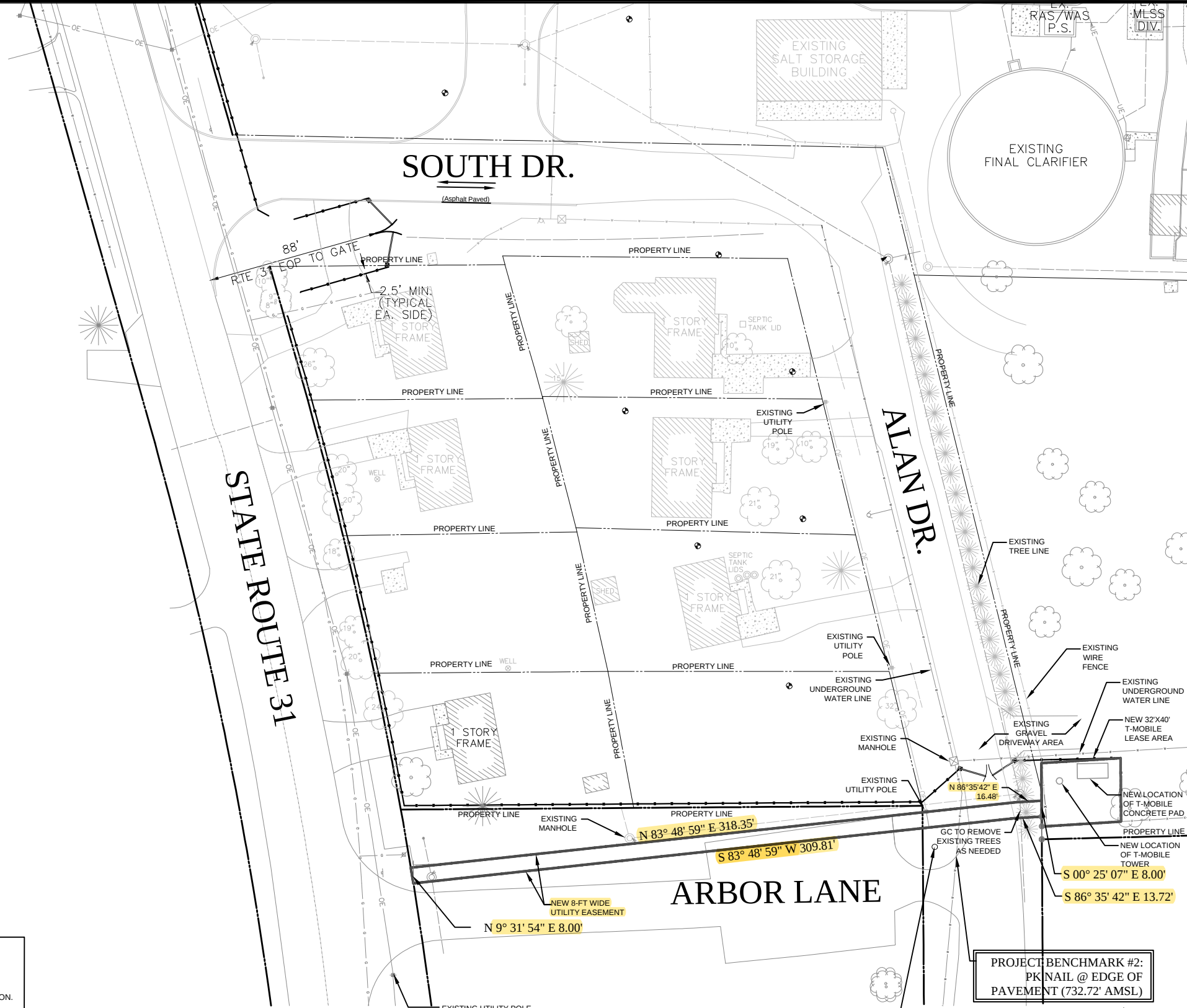
1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAN AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
3. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

LEGEND & SYMBOLS

- POWER POLE
  - ROW MARKER
  - FIRE HYDRANT
  - LIGHT STANDARD
  - INLET
  - CATCH BASIN
  - DECIDUOUS TREE W/SIZE
  - MAILBOX
  - EVERGREEN TREE W/SIZE
  - MANHOLE
  - TRAFFIC SIGNAL
  - FLARED END SECTION
  - TELEPHONE POLE
  - SIGN
  - IRON PIPE SET
  - IRON PIPE FOUND
  - TREE STUMP
  - BUFFALO BOX
  - TELEPHONE SPLICE BOX
  - HAND HOLE (TS)
- 
- ELEVATION LOCATION
  - EXISTING GUARDRAIL
  - VEGETATION LINE
  - CONTOUR
  - FENCE
  - PROPOSED TOWER LOCATION
  - OVERHEAD WIRES
  - HORIZONTAL CONTROL POINT
  - AUXILIARY VALVE
  - PROPERTY LINE
  - COM ED MARKINGS PER JULIE
  - GAS MARKINGS PER JULIE
  - AMERITECH MARKINGS PER JULIE

STATE OF ILLINOIS }  
COUNTY OF KANE } SS  
I, FRANK BRADKE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR  
NUMBER 35002507, DO HEREBY DECLARE THAT THE PLAN SHOWN HEREON IS A  
CORRECT REPRESENTATION OF A WORK PERFORMED AT AND UNDER MY DIRECTION.  
GIVEN UNDER MY HAND AND SEAL THIS 12TH DAY OF JULY A.D., 2006  
  
FRANK BRADKE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35002507  
MY LICENSE EXPIRES NOVEMBER 30, 2006  
  
THIS PLAN WAS PREPARED FOR THE LEASE SITE,  
ACCESS AND UTILITY EASEMENT SHOWN HEREON.

1 LOCATION OF T-MOBILE LEASE AREA & EASEMENT PLAN  
SCALE: 1" = 30' (1" = 60' IF 11 X 17 SHEET SIZE)



FLOOD PLAIN INFO:  
AS PER FEMA'S FLOOD INSURANCE RATE MAP #17089C0070F,  
REVISED ON DECEMBER 20, 2002, PANEL #70 OF 410, THIS PROJECT  
SITE IS LOCATED WITHIN A 100-YEAR FLOODPLAIN / FLOODWAY  
AREA ZONE AE:  
WITH BASE FLOOD ELEVATION DETERMINED AT 733 AMSL

T-Mobile

T-MOBILE  
8550 WEST BRYN MAWR AVE.  
SUITE 100  
CHICAGO, IL 60631  
MAIN: (773) 444-5400

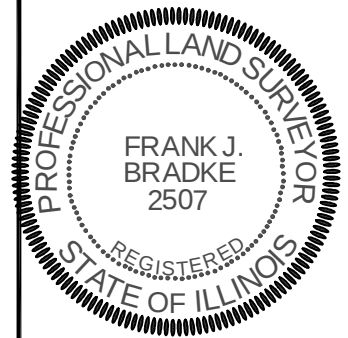
ONCORDIA WIRELESS, INC.  
2015. S. ARLINGTON HEIGHTS  
SUITE 111  
ARLINGTON HEIGHTS, IL 60005  
MAIN: (847) 981-0801

PROJECT NO: CH46-433

DRAWN BY: R.A.H. CHECKED BY: GMS  
CHECKED BY: R.H. APPROVED BY: GMS, TP

LANDLORD APPROVAL  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

T-MOBILE APPROVALS  
CONST. \_\_\_\_\_  
PROPERTY \_\_\_\_\_  
OPS \_\_\_\_\_  
RF \_\_\_\_\_



CH46-433  
ALGONQUIN  
PUBLIC WORKS  
ARBORD RD. & ALLAN DR.  
ALGONQUIN IL

LOCATION OF T-MOBILE  
LEASE AREA &  
EASEMENT PLAN

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