

SITE NAME: Rockford/Route 38 and N. 7th St.
SITE NUMBER: Proj. 20130976788/Loc. 279494
ATTY/DATE: Ed Carroll/July 25, 2014

WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement (the "Agreement") made this ___ day of _____ 2014, between The City of Rochelle, an Illinois municipal corporation, with its principal offices at 420 North 6th Street, Rochelle, IL 61068, hereinafter designated LESSOR, and Illinois RSA 1 Limited Partnership d/b/a Verizon Wireless by GTE Wireless of the Midwest Incorporated, its General Partner, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 700 2nd Avenue, Rochelle, Ogle County, IL 61068, the legal description of which is attached hereto as **Exhibit "A"** and incorporated herein (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty-five foot (25') wide right-of-way extending from the nearest public right-of-way, 2nd Avenue, to the Land Space. The Tower Space, Land Space, and Right of Way are described in the attached drawing(s) prepared by Consolidated Land Surveyors (Job Number 9045-40-01-24C-03) attached hereto as **Exhibit "A"** and made a part hereof and are collectively referred to hereinafter as the "Premises."

LESSOR hereby grants permission to LESSEE to install, maintain and operate the communications equipment, antennas and appurtenances described in **Exhibit "B"** attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey, after review and approval by LESSOR, shall then become **Exhibit "C"** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **Exhibit "A."** Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

(a) This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total initial annual rental of Twenty-Six Thousand Four Hundred Dollars (\$26,400), with annual increases as set forth in **Paragraph 5** below, to be paid in equal monthly installments on the first day of the month, in advance, to The City of Rochelle or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with **Paragraph 25** below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13. All payments after the initial payment shall be due on the 1st day of the month for which the rental payment is made.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) LESSOR hereby represents to LESSEE that LESSOR is the owner of the Property and has the right to lease the Premises to LESSEE. LESSOR agrees to provide to LESSEE a complete and fully executed Internal Revenue Service Form W-9, or equivalent, for LESSOR. LESSEE shall be responsible for arranging utility service to the Premises through Rochelle Municipal Utilities.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. Rent shall be increased on each annual anniversary of the Commencement Date by four percent (4%) over the previous annual rental amount. The initial term and all extensions shall be collectively referred to herein as the "Term."

6. Intentionally omitted.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. PERMITTED USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises only for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or City authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE's use of the Premises as set forth above, all at LESSEE's cost. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental

authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to **Paragraph 10** below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. LESSEE acknowledges that LESSOR is a non-home rule community whose power to enter into indemnity agreements such as this has not been judicially determined. In the event it should be determined that LESSOR lacks power to enter into such agreements, LESSOR's obligations under the indemnity terms of this Agreement shall be deemed severed from the Agreement without affecting the validity of other terms.

10. INSURANCE.

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) LESSEE agrees to maintain commercial general liability insurance with limits not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate per year, with LESSOR as an additional insured. LESSEE shall also maintain property coverage in an amount not less than the full replacement cost value on any equipment placed by LESSEE on the Tower.

(c) LESSOR agrees to maintain commercial general liability insurance with limits not less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate per year. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall

insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium).

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to **Paragraphs 9 and 31**, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement beginning upon the sixth (6th) annual anniversary of the Commencement Date and each annual anniversary of the Commencement Date thereafter, provided that three (3) months' prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSEE shall have access to the Tower at all regular business hours of LESSOR (7:00 a.m. to 3:30 p.m. Monday through Friday), upon 24 hours prior notice to LESSOR, except in emergencies, for the purpose of installing and maintaining the said equipment; provided, however, in the case of emergencies, LESSOR shall provide LESSEE with prompt access to the Premises seven (7) days a week twenty-four (24) hours a day. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. LESSEE shall reimburse LESSOR for LESSOR's out-of-pocket expenses for providing access outside regular business hours.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in **Paragraph 35** below).

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All of LESSEE's antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all of LESSEE's transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Upon request of the LESSOR, LESSEE agrees, at LESSEE's sole cost, to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided that:

- (a) The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- (b) LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate, unless such notice is not reasonably practicable, in which case

LESSOR shall give LESSEE the greatest amount of prior notice as is reasonably practicable;

- (c) LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation (such as a mobile tower) on the Property during any such relocation, as long as the temporary installation does not interfere with the use of the Tower by other lessees of space on the Tower; and
- (d) Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the Temporary Relocation.

15. INTERFERENCE. LESSEE agrees to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then-existing equipment of LESSOR or any other existing Lessee of space on the Tower. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. In the event any after-installed LESSOR's equipment causes such interference, and after LESSEE has notified LESSOR in writing of such interference, LESSOR will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSOR's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSEE be entitled to terminate this Agreement or relocate the equipment as long as LESSOR is making a good faith effort to remedy the interference issue. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, at its sole cost, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer

payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in **Paragraph 16** herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of **Paragraph 16** and this **Paragraph 17**, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in **Paragraph 16** shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. Intentionally omitted.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises; provided, however, that LESSEE's right of quiet enjoyment shall in no event be deemed superior to any similar right of any other lessee of space on the Tower.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above; provided, however, that LESSEE acknowledges that LESSOR has other existing tower leases with other lessees, which are not intended to be referred to in this Paragraph.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this

Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in **Paragraph 3**. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. **GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Illinois. Any lawsuit concerning this Agreement shall be instituted only in the circuit court for the 15th judicial circuit in Ogle County, Illinois, which shall have the exclusive jurisdiction over such matters.

24. **ASSIGNMENT.** This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Rochelle City Manager
420 North 6th Street
Rochelle, IL 61068

LESSEE: Illinois RSA 1 Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. **SUCCESSORS.** This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. Intentionally omitted.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

(a) In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; and provided further that if the breach causes or threatens to cause immediate and substantial harm to LESSOR or any other lessee of space on the tower, LESSEE shall abide by the provisions of **Paragraph 14, Tower Compliance**. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

(b) In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party

with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the rate of nine percent (9%) per annum

31. ENVIRONMENTAL.

(a) LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

(b) LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused in whole or in part by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused in whole or in part by LESSEE.

(c) LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused in

whole or in part by LESSOR or its other lessees; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property caused by LESSEE or activities conducted thereon by LESSEE, unless such environmental or industrial hygiene conditions are caused in whole or in part by LESSOR or its other lessees.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants

to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party, if any and if enforceable under applicable law, shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

The City of Rochelle, an Illinois municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Illinois RSA 1 Limited Partnership d/b/a
Verizon Wireless by GTE Wireless of the
Midwest Incorporated, its General Partner

By: _____

Lynn Ramsey

Area Vice President Network

Date: _____

EXHIBIT "A"

Premises Description

**LEGAL DESCRIPTION
PROPOSED 30' X 36' IRREGULAR SHAPED LEASE TRACT
1,045 SQ. FT. ±**

A 30 FOOT BY 36 FOOT IRREGULAR SHAPED LEASE TRACT AND UTILITY EASEMENT BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF BARTHOLOMEW STREET, NOW CALLED 7TH STREET, IN THE CITY OF ROCHELLE, WHERE SAID LINE CROSSES THE SOUTH LINE OF THE CHICAGO & NORTHWESTERN RAILROAD; THENCE SOUTH 00°-08'-30" EAST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WEST RIGHT-OF-WAY LINE OF 7TH STREET, A DISTANCE OF 35.36 FEET; THENCE NORTH 81°-41'-37" WEST, A DISTANCE OF 20.26 FEET TO A POINT ON AN EXISTING 6 FOOT HIGH CHAIN LINK FENCE AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 84°-12'-41" WEST PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD, A DISTANCE OF 33.00 FEET; THENCE NORTH 05°-47'-19" WEST, A DISTANCE OF 30.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD; THENCE NORTH 84°-12'-41" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD, A DISTANCE OF 36.11 FEET; THENCE SOUTH 00°-03'-03" WEST ALONG AN EXISTING 6 FOOT HIGH CHAIN LINK FENCE AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 30.41 FEET TO THE POINT OF BEGINNING, CONTAINING 1,045 SQUARE FEET, MORE OR LESS, SITUATED IN THE COUNTY OF OGLE AND STATE OF ILLINOIS.

Sketch of Premises within Property

(See Attached)

EXHIBIT "B"

Communications Equipment

(See Attached)

CHICAGO BRUSH LIMITED
 1515 EAST WOODFIELD RD.
 DEPT. 1000
 CHICAGO, ILL. 60617
 OFFICE (312) 619-1101

CLC CONSULTING ENGINEERS
 1187 MADISON ROAD
 CHICAGO, ILL. 60605
 OFFICE (312) 334-6000

CLC
 CONSULTING ENGINEERS
 1187 MADISON ROAD
 CHICAGO, ILL. 60605
 OFFICE (312) 334-6000

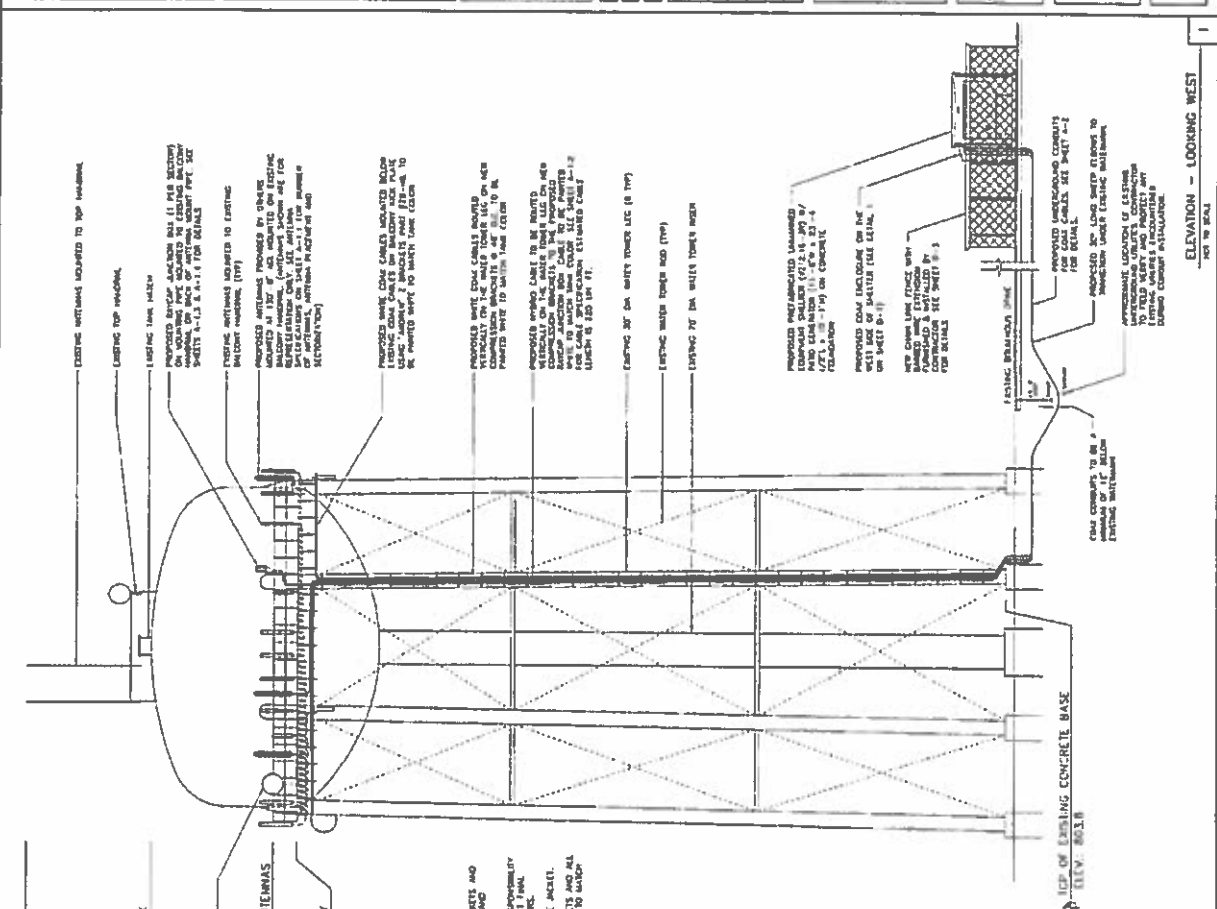
PROJECT NUMBER
 PROJECT NAME
 SHEET NO. OF NO. OF SHEETS

SITE NAME
 ROUTE 38
 AND
 N. 7TH STREET

SHEET NAME
 TOWER ELEVATION
 AND NOTES

SHEET NUMBER
 A-1

JOB NUMBER
 9019-01-14C-03



TOP OF EXISTING ANTENNAS
 ELEV. 983.8
 +180'-0" AGL

TOP OF EXISTING WATER TANK
 ELEV. 978.8
 +180'-0" AGL

EXISTING WINDING JOBS (179)

PROPOSED CENTERLINE OF ANTENNAS
 ELEV. 913.8
 +130'-0" AGL

BOTTOM OF EXISTING BALCONY
 ELEV. 872.8
 +176'-0" AGL

TOWER NOTES:

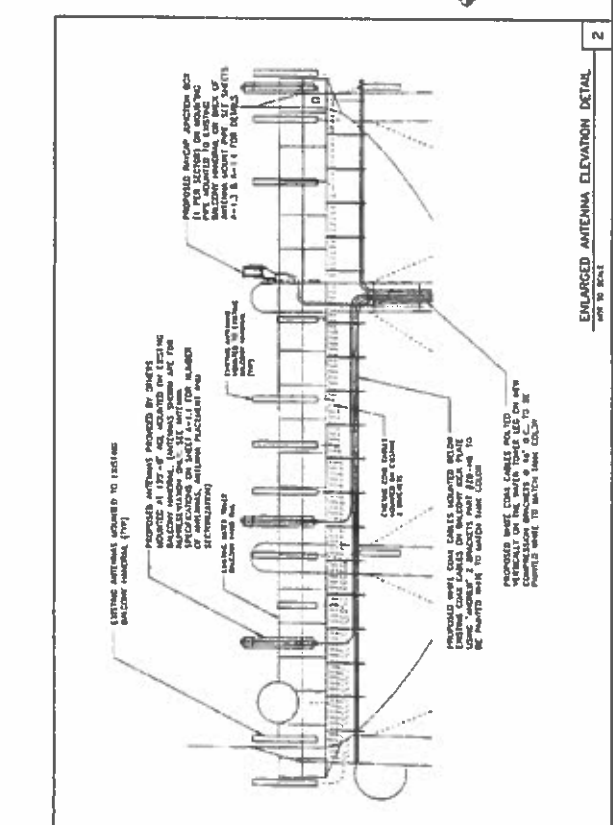
1. COAX CONNECTION BRACKETS, 2 BRACKETS AND ALL HARDWARE WILL BE TO BE PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR.
2. ALL COAX SHALL HAVE A WHITE OUTSIDE JACKET. ALL HARDWARE WILL BE TO BE PROVIDED TO MATCH THE COLOR OF THE EXISTING WINDING TUBE.
3. ALL COAX SHALL HAVE A WHITE OUTSIDE JACKET.
4. ALL COAX SHALL HAVE A WHITE OUTSIDE JACKET.
5. ALL COAX SHALL HAVE A WHITE OUTSIDE JACKET.

NOTES:

1. THE ALL NEW CABLES LABELED ACCORDING TO SHEET AT FOOT (1) LOCATIONS.
2. THE ANTENNA COAX CABLE LENGTHS WILL BE DETERMINED AT 1/8" INFEED EACH WITH A CORRESPONDING CABLE DIAMETER OF 1/8". THIS CABLE LENGTH IS APPROXIMATE AND IS NOT TO BE USED FOR FABRICATING ANTENNAS. ACTUAL CABLE LENGTHS WILL BE DETERMINED AT THE TIME OF CONSTRUCTION AND MUST BE NOTED.
3. THE ALL NEW CABLES LABELED ACCORDING TO SHEET AT FOOT (1) LOCATIONS.
4. THE ALL NEW CABLES LABELED ACCORDING TO SHEET AT FOOT (1) LOCATIONS.
5. THE ALL NEW CABLES LABELED ACCORDING TO SHEET AT FOOT (1) LOCATIONS.
6. THE ALL NEW CABLES LABELED ACCORDING TO SHEET AT FOOT (1) LOCATIONS.
7. THE ALL NEW CABLES LABELED ACCORDING TO SHEET AT FOOT (1) LOCATIONS.
8. THE ALL NEW CABLES LABELED ACCORDING TO SHEET AT FOOT (1) LOCATIONS.
9. THE ALL NEW CABLES LABELED ACCORDING TO SHEET AT FOOT (1) LOCATIONS.
10. THE ALL NEW CABLES LABELED ACCORDING TO SHEET AT FOOT (1) LOCATIONS.
11. THE ALL NEW CABLES LABELED ACCORDING TO SHEET AT FOOT (1) LOCATIONS.

STRUCTURAL NOTES:

1. STRUCTURAL CALCULATIONS PREPARED BY OTHERS.
2. STRUCTURAL CALCULATIONS PREPARED BY OTHERS.
3. STRUCTURAL CALCULATIONS PREPARED BY OTHERS.
4. STRUCTURAL CALCULATIONS PREPARED BY OTHERS.
5. STRUCTURAL CALCULATIONS PREPARED BY OTHERS.



ENLARGED ANTENNA ELEVATION DETAIL

EXISTING ANTENNA (CONVERTED TO 180' HIGH)

PROPOSED ANTENNA (CONVERTED TO 180' HIGH)

PROPOSED ANTENNA (CONVERTED TO 180' HIGH)

PROPOSED ANTENNA (CONVERTED TO 180' HIGH)

PROPOSED ANTENNA (CONVERTED TO 180' HIGH)

Remote Radio Hybrid Cable
Cell Tower Applications
Single-Cable Power and Fiber Solution
RFT with Conrigated Aluminum Shield
Fiber Cable Fuses & Burn Substrate
Copper Conductors - BURNING THREAT AND A REMAINING TERRORIST TARGET



For the latest information visit us at www.commscope.com
 Product Information
 Application Information
 Technical Information
 Sales & Marketing
 Support

COMMSCOPE
 10000 Highway 172
 Suite 100
 Dallas, TX 75243
 Phone: 972.311.1200
 Fax: 972.311.1200
 Website: www.commscope.com



CHICAGO BRCA UNITED
 PARTNERSHIP, S.A.
 VISION BUILDS
 REAL ESTATE MANAGER:
 1115 EAST WOODFIELD RD.
 SCHMARSBURG, IL 60171
 OFFICE: (617) 819-0389
 CONSTRUCTION MANAGER:
 100 PARKWAY
 WESTPORT ROAD
 WESTPORT, MA 02886
 OFFICE: (508) 534-1854

CUS
 COMMUNICATIONS LINE IMPROVEMENT
 1700 S. COMBIDGE BL. STE. 100
 PLYMOUTH, MASS 01959
 AND PLYMOUTH, MASS 01909
 PHONE: 508-837-2333
 FAX: 508-837-2333
 WWW: www.cus.com
 FOR THE PURCHASE OF CUS CABLES AND
 ACCESSORIES, CONTACT THE SALES
 REPRESENTATIVE AT THE ADDRESS ABOVE.
 THE PURCHASE OF CUS CABLES AND
 ACCESSORIES IS SUBJECT TO THE
 TERMS AND CONDITIONS OF THE
 PURCHASE ORDER.
 ALL RIGHTS RESERVED © 1994

PROJECT NUMBER:
 PROJECT DATE: 1995-08-24-04
 APPROVED BY:

SITE NAME:
 ROUTE 38
 AND
 N. 7TH STREET

SHEET NAME:
 ANTENNA
 INFORMATION

SHEET NUMBER:
A-1.2

JOB NUMBER:
 8015-00-01-24C-03

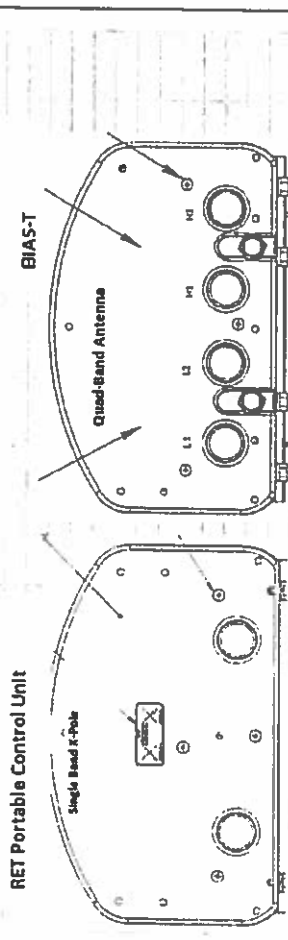


Diplexer

Triplexer



RET Cable



RET Portable Control Unit

Quad-Band Antenna

BIAS-T

Revised 08/04/95
 See Notes on Drawing



CHICAGO MEFA LIMITED
 1515 EAST WOODFIELD RD.
 CHICAGO, ILL. 60617
 PHONE (312) 617-1011

MEFA STATE OFFICER
 1515 EAST WOODFIELD RD.
 CHICAGO, ILL. 60617
 PHONE (312) 617-1011

CONSTRUCTION MANAGER
 1707 SUPPORT ROAD
 SATELITE MOBILE COMM. INC.
 OFFICE: (834) 817-8888

CLS
 COMMUNICATIONS LEADERSHIP SYSTEMS
 1320 W. 14TH ST. SUITE 100
 CHICAGO, ILL. 60604
 AND JOHN L. HANCOCK
 770 N. LAKE ST. SUITE 100
 CHICAGO, ILL. 60610

FOR GENERAL INFORMATION AND
 SPECIFICATIONS SEE SHEET 101
 AND SHEET 102 OF THIS PROJECT
 AND SHEET 103 OF THIS PROJECT
 AND SHEET 104 OF THIS PROJECT
 AND SHEET 105 OF THIS PROJECT
 AND SHEET 106 OF THIS PROJECT
 AND SHEET 107 OF THIS PROJECT
 AND SHEET 108 OF THIS PROJECT
 AND SHEET 109 OF THIS PROJECT
 AND SHEET 110 OF THIS PROJECT

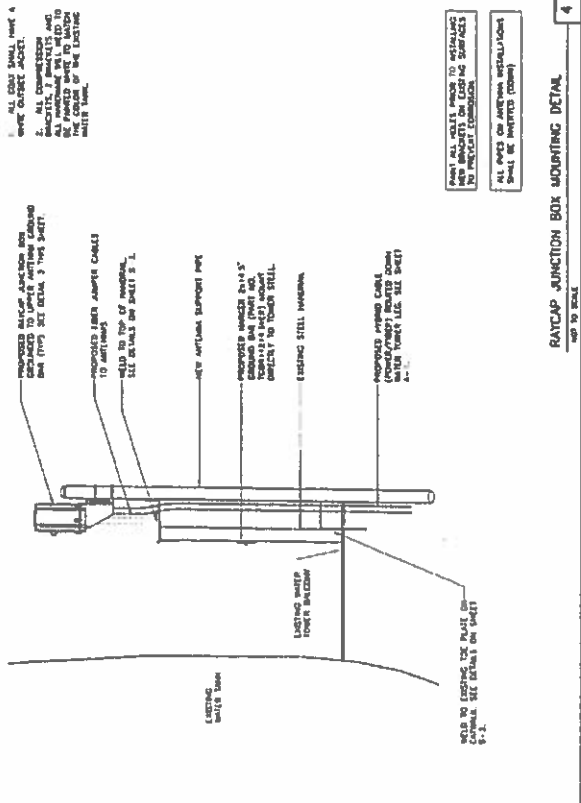
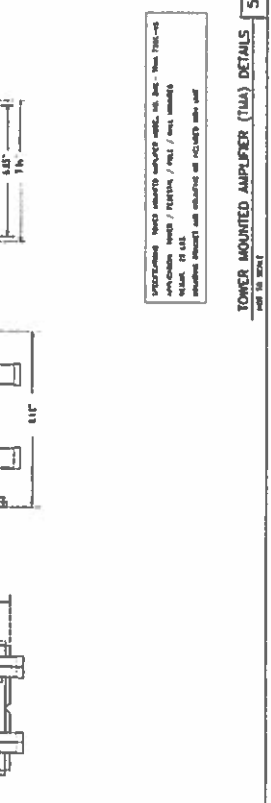
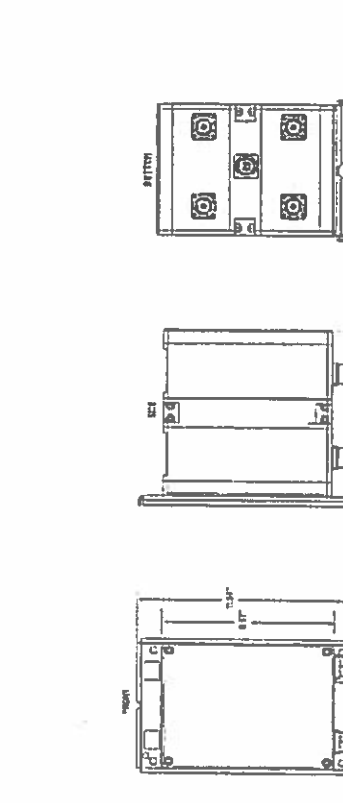
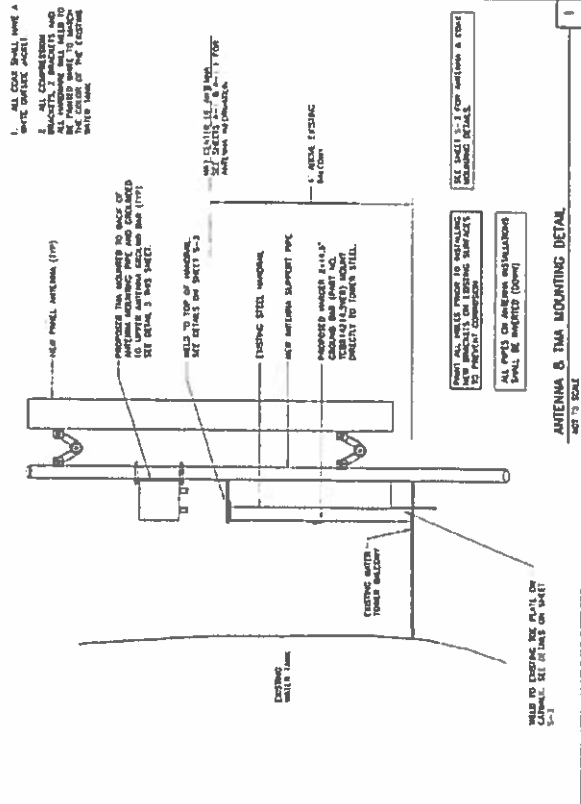
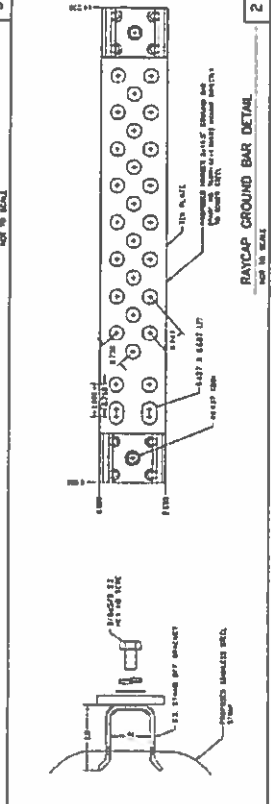
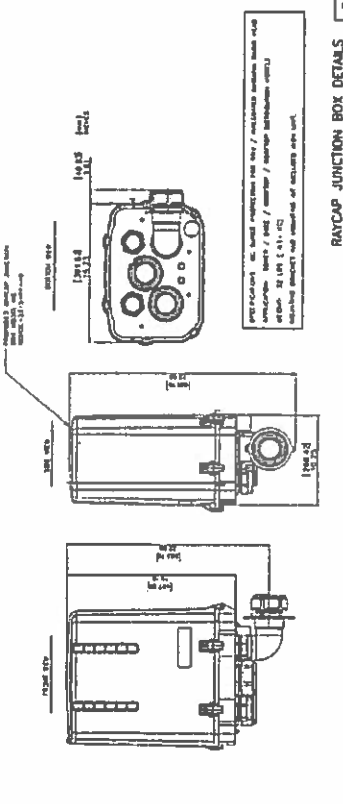
PROJECT NUMBER:	9043-10-01-74C-03
DATE:	12-11-88
BY:	J. HANCOCK
CHECKED BY:	J. HANCOCK
APPROVED BY:	J. HANCOCK

SITE NAME:
**ROUTE 38
 AND
 N. 7TH STREET**

SHEET NAME
**ANTENNA
 INFORMATION**

SHEET NUMBER
A-1.3

JOB NUMBER
 9043-10-01-74C-03



1. ALL COUL SHALL HAVE A WHITE GROUND JACKET.

2. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE COMPANY'S STANDARD PRACTICES.

3. ALL WELDING SHALL BE DONE IN ACCORDANCE WITH THE COMPANY'S STANDARD PRACTICES.

4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE COMPANY'S STANDARD PRACTICES.

5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE COMPANY'S STANDARD PRACTICES.

6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE COMPANY'S STANDARD PRACTICES.

7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE COMPANY'S STANDARD PRACTICES.

8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE COMPANY'S STANDARD PRACTICES.

9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE COMPANY'S STANDARD PRACTICES.

10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE COMPANY'S STANDARD PRACTICES.

CHICAGO BGA LIMITED
 PARSONS, B & A
 DESIGN ENGINEERS

REAL ESTATE MANAGER
 1500 N. LAUREL ST.
 SUITE 1000
 SCHMIDT, B. & B. 60713
 OFFICE: (312) 618-1281

CONSTRUCTION MANAGER
 1500 N. LAUREL ST.
 SUITE 1000
 SCHMIDT, B. & B. 60713
 OFFICE: (312) 618-1281

CUS
 CONSULTING ENGINEERS

1500 N. LAUREL ST., 7TH FLOOR
 CHICAGO, ILLINOIS 60610
 AND PROFESSIONAL ENGINEERS

PHONE: (312) 467-2424
 FACSIMILE: (312) 467-2424
 TELETYPE: (312) 467-2424

FOR ALL PROJECTS OF THIS FIRM
 THE PROFESSIONAL ENGINEER'S SEAL
 AND SIGNATURE SHALL BE PLACED ON
 THE DRAWING. THE SEAL SHALL BE
 PLACED IN THE MIDDLE OF THE
 DRAWING. THE SEAL SHALL BE
 PLACED IN THE MIDDLE OF THE
 DRAWING.

PROJECT NUMBER: _____
 PREPARED BY: _____
 APPROVED BY: _____

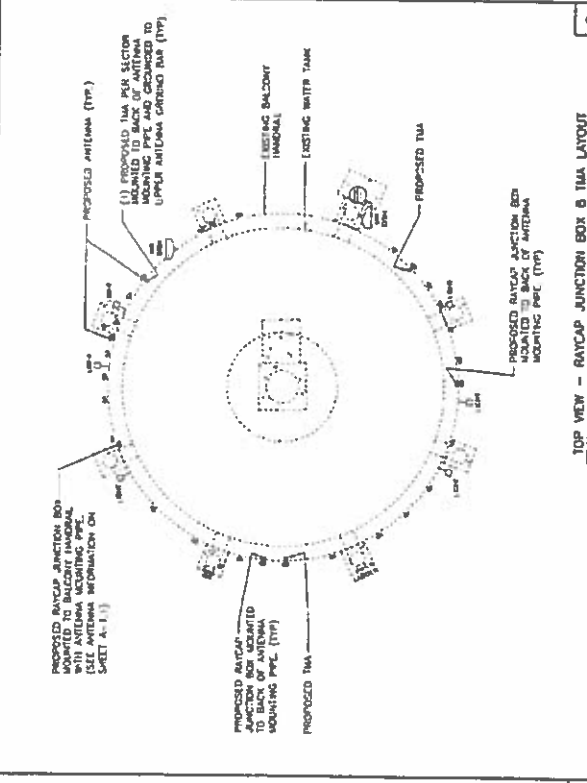
DATE: _____
SCALE: _____
PROJECT: _____
DATE: _____
SCALE: _____
PROJECT: _____
DATE: _____
SCALE: _____
PROJECT: _____

SITE NAME:
**ROUTE 38
 AND
 N. 7TH STREET**

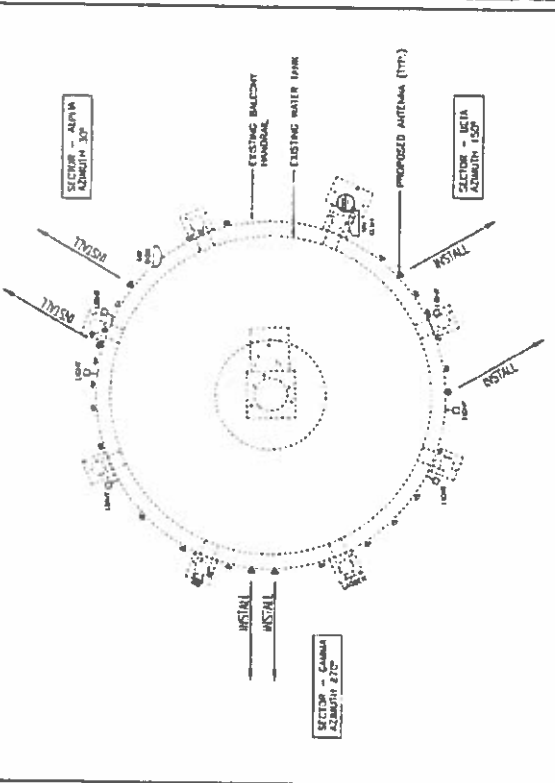
SHEET NAME
**ANTENNA
 INFORMATION**

SHEET NUMBER
A-1.4

JOB NUMBER
 8045-40-01-24C-03



TOP VIEW - RAYCAP JUNCTION BOX B TMA LAYOUT
 NO SCALE



PROPOSED ANTENNA LAYOUT
 NO SCALE

NOTES

1. THIS DRAWING IS FOR SCHEMATIC AND LAYOUT PURPOSES ONLY.
2. PERFORM ANTENNA LAYOUT PHYSICAL STRUCTURAL ANALYSIS OF EXISTING ANTENNA AND PROPOSED ANTENNA ON THE WORK TO BE COMPLETED PRIOR TO COMPLETION OF PRELIMINARY FOUNDATION AND ROOF CAPACITY.
3. G.C. TO VERIFY WITH ANTENNA SPECIFICATIONS PRIOR TO BEGINNING ANTENNA WORK.
4. REFER TO SHEET A-1.1 AND A-1.2 FOR DETAILS ON EXISTING & PROPOSED BY CONFIGURATION.
5. G.C. TO VERIFY & PLACE THE PROPOSED RAYCAP JUNCTION BOX CLOSEST TO THE HYDRANT LABEL POINT.
6. ALL COUL SHALL HAVE A WHITE OUTSIDE JACKET.
7. ALL COMPRESSION BRACKETS, T BRACKETS AND ALL HARDWARE WILL NEED TO BE PAINTED WHITE TO MATCH THE COLOR OF THE EXISTING WATER TANK.

NOTES
 NO SCALE

NOT APPLICABLE
 NO SCALE

NOT APPLICABLE
 NO SCALE

EXHIBIT "C"

Survey

(See Attached)

