RESOLUTION 2015-025     PASSED: MARCH 23, 2015

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO A FIVE YEAR LEASE AGREEMENT WITH T-MOBILE USA IN THE AMOUNT OF $30,000 FOR SPACE ON THE EAST WATER TOWER LOCATED AT 1216 MARKET STREET, INCLUDING LAND FOR EQUIPMENT, RIGHTS-OF-WAY FOR INGRESS, EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITY WIRES, POLES, CABLES AND CONDUITS.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the MAYOR of the City of DeKalb be authorized and directed to enter into an Agreement with T-Mobile for the lease of space on the water tower at 1216 Market Street for the installation of cellular antennas.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 23rd day of March 2015 and approved by me as Mayor on the same day. Passed by a roll call vote of 7-0-1. Aye: Jacobson, Finucane, Lash, Snow, Baker, O’Leary, Rey. Absent: Naylor.

ATTEST:

MARCIA E. SWEIGERT, City Clerk

STATE OF ILLINOIS
J. JOHN A. REY, Mayor
SITE LEASE AGREEMENT

This SITE LEASE AGREEMENT (this “Agreement”) is effective the date of the last signature on this Agreement (the “Effective Date”) by and between the City of Dekalb, Illinois, an Illinois municipality (“Landlord”) and T-Mobile Central LLC, a Delaware limited liability company (“Tenant”).

Landlord and Tenant agree to the following:

1. Property Description. Landlord is the owner of the real property located at 1119 Oak Street, Dekalb, IL 60115 as further described on Exhibit A (the “Property”). The Property includes the premises which is comprised of approximately 286 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on Exhibit B (the “Premises”). Tenant reserves the right to update the description of the Premises on Exhibit B to reflect any modifications or changes.

2. Option. Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the “Option”). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the “Option Period”). Upon Tenant’s exercise of the Option, this Agreement will constitute a lease of the Premises on the terms and conditions described below (the “Lease”).

3. Landlord Cooperation. During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant’s due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the “Governmental Approvals”). Landlord’s cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Tenant acknowledges that Landlord will cooperate, at no cost to Landlord with Tenant to obtain certain Governmental Approvals, and acknowledges that Landlord shall adhere to its obligations in fully and fairly considering such matters.

4. Antenna Facilities and Permitted Uses. Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant’s wireless communications business (the “Antenna Facilities”). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, upgrading, removal or replacement of any and all Antenna Facilities (the “Permitted Uses”) for no fee or additional consideration, consistent with the terms of this Agreement. Such Permitted Uses shall consist solely of facilities supporting Tenant’s operations and shall not be deemed to include, under any circumstances, any subletting of space or facilities to any third parties. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities, subject to Landlord’s approval, which shall not be unreasonably withheld. Tenant shall not construct any security measures that restrict Landlord’s ability to access Landlord’s premises or other non-Tenant improvements thereupon. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location. If such temporary antenna facility is required by virtue of an action of Landlord, there shall be no additional charge for such facility. If such temporary facility is required by virtue of any other reason, the Landlord and Tenant shall negotiate and agree to a supplemental charge for such additional area required for the temporary facility in good faith prior to the location of any such facility.
5. **Lease Term.**

   a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant’s exercise of the Option (the “Commencement Date”), and ending at 11:59 p.m. on the day immediately preceding the fifth anniversary of the Commencement Date (the “Initial Term”). The Initial Term together with any Renewal Terms are referred to collectively as the “Term.”

   b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a “Renewal Term”), provided, however, that Tenant may elect not to renew by providing not less than ninety (90) days’ notice prior to the expiration of the then current Term.

6. **Rent/Other Charges.**

   a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of two thousand five hundred and No/100 Dollars ($2500.00) per month (the “Rent”). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within twenty business (20) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

   b) The Rent for each successive year shall be an amount equal to one hundred and three percent (103%) of the Rent for the immediately preceding year. The Rent shall continue to be paid on a monthly basis.

   c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Agreement upon Tenant’s receipt of a duly completed IRS form W-9, or similar governmental form.

   d) Any charges payable under this Agreement other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

7. **Interference.** Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord’s existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Agreement by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference. Tenant agrees and acknowledges that Landlord may install or may permit third parties to install other communications equipment or structures at the Property; provided that such equipment or structures are in compliance with applicable FCC guidelines, and such third parties are operating within their FCC licensed spectrum, such equipment shall not be deemed to violate any provision of this Lease.
8. **Utility Services and Construction.**

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment to service its Antenna Facilities, or cell-on-wheels on, or serving the Property (collectively, the "Utility Facilities").

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant shall install separate meters for Tenant’s utility usage.

c) Tenant shall be responsible for providing plans and stamped drawings for any installations or future modification of equipment or any utilities. The rental contemplated herein shall constitute the rental associated with improvements that are authorized during the first Governmental Approvals sought during the Option Period. Following the initial round of Governmental Approvals during the Option Period, any upgrades of equipment other than like-kind equipment changes or swaps shall be subject to all required Governmental Approvals and shall trigger a renegotiation of rental fees between the parties, in good faith. Tenant acknowledges that any such future Governmental Approvals shall be subject to the provisions of Section 3 of this Agreement.

d) Tenant shall be responsible for all permitting fees associated with any improvements proposed for construction or installation at the Property by Tenant. Tenant shall also be responsible for all costs incurred by the Landlord in reviewing, inspecting or approving any proposed or installed improvements, including all fees or costs incurred in plan and permit review, construction supervision or post-construction inspection, and inspection of antenna installations Up to four thousand and No/100 Dollars ($4000.00).

e) All Tenant facilities installed on-site shall be color-matched to the Landlord’s existing facilities, including but not limited to the use of color-matching conduits, raceways, antennae, and boxes/housing, and also including color-matching, unpainted cables and wiring. Tenant acknowledges that the Landlord maintains a specific paint/coating system on the Landlord’s facilities at the Property in accordance with applicable Illinois Environmental Protection Agency requirements, and Tenant shall be responsible for any costs incurred by the Landlord in having a paint/coating contractor selected by the Landlord prepare and paint/coat any point where Tenant’s facilities contact Landlord’s facilities, so as to preserve the integrity of Landlord’s facilities’ paint/coating, and so as to preserve any paint/coating warranties applicable to Landlord’s facilities. All of Tenant’s cutting, welding or attachment points to Landlord’s facilities shall be subject to review and approval by Landlord in Landlord’s sole and exclusive discretion. Tenant shall be responsible for the construction of a screening element as depicted on Exhibit B. Tenant shall also be responsible for any repair or replacement costs for Landlord Property incurred by the Landlord as a result of any Tenant (or Tenant-contractor) work performed on the Property or any Tenant installation or improvement on the Property.

f) Tenant acknowledges that the Landlord does presently and shall continue to offer the Property to other tenants for use in similar endeavors, so long as tenants not in existence as of the Effective Date do not cause interference with Tenant’s Antenna Facilities or Tenant’s Permitted Use under this Agreement. Tenant shall cooperate in good faith with any coordination of design or installation of other equipment or facilities at the Property.

9. **Access and Easements.**
a) Landlord shall furnish unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant’s employees, agents, contractors and other designees. Such access shall be without charge if conducted during Landlord’s normal hours of operation at the Property. After-hours access shall be available to Tenant, but Tenant shall be responsible for all personnel or other costs incurred by Landlord in providing access to the Property, at a rate of sixty-five and No/100 Dollars ($65.00) per hour. Tenant acknowledges that Landlord maintains public utilities at the Property, and shall have the right to require that Landlord’s personnel be present at the Property at the time of any after-hours access by Tenant, at Tenant’s cost.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities at locations and in a fashion reasonably acceptable to the Landlord (collectively, the “Easements”). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

10. **Termination.** Tenant may terminate this Agreement without further liability, upon ninety (90) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant’s ability to operate; (ii) a Federal Communications Commission (“FCC”) ruling or regulation that is beyond the control of Tenant; (iii) technological reasons or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant’s Antenna Facilities. At the time of lease termination for any reason, Tenant shall remove all of its equipment and installations from the Property, inclusive of all utilities, underground improvements, foundations, footings, and facilities (unless Landlord agrees, in writing, to permit all or some portion thereof to remain), and shall restore the Premises to its condition prior to Tenant’s installation, reasonable wear, tear and casualty from the elements excepted. All removal shall be performed by a contractor acceptable to the City, and shall be subject to the paint/coating restoration language included herein, at Tenant’s sole cost.

11. **Casualty and Condemnation.** If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant’s insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant’s leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord’s title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time and Tenant may terminate the Lease by written notice to Landlord.

12. **Default and Right to Cure.** A party shall be deemed in default under this Agreement if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party (“Default”). This Agreement, or Tenant’s rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described
above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period.

13. **Taxes.** Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment associated with its improvements and Landlord shall cooperate with Tenant regarding such challenge.

14. **Insurance and Subrogation and Indemnification.**

a) During the Term, Tenant and Landlord each shall 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 insurance policy such party may maintain. Tenant and Landlord shall each maintain “all risk” or “special causes of loss” property insurance on a replacement cost basis for their respectively owned real or personal property. Tenant shall maintain such coverage and shall name the Landlord as an additional insured. Tenant shall also maintain all insurance coverage required under any applicable laws or statutes. Further, any contractor or third party which Tenant permits to work at the Property shall maintain all insurance required by any applicable law or regulation and shall also maintain commercial general liability insurance with minimum policy limits as described herein, with such commercial general liability insurance also naming Landlord as additional insured.

b) 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 an insured loss, neither party’s insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys’ fees, to the extent caused by or arising out of: (i) any 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 or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Agreement. The indemnifying party’s obligations under this subsection 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.

d) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Agreement.
15. **Notices.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized 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: Property Management/CH97388

**If to Landlord, to:**
City of DeKalb
200 S. Fourth Street
DeKalb, IL 60115

**Per the W-9 Form Rent is to be paid to:**
City of DeKalb
200 S. Fourth Street
DeKalb, IL 60115

16. **Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Agreement and to grant Tenant the leasehold interest and Easements contemplated under this Agreement; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which shall interfere with Tenant’s Lease or any rights to or use of the Premises; (c) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant’s use and quiet enjoyment of the Premises shall not be disturbed; and (e) Landlord shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas (except to the extent of Tenant’s obligation to reimburse Landlord for certain costs as described herein).

17. **Environmental Laws.** Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the **Hazardous Substances**). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Tenant for all such losses or damages. Landlord represents that it has no knowledge of any Hazardous Substances on the Property. Tenant shall comply with all applicable laws or regulations regarding RF emissions, including those promulgated by the FCC.
18. **Assignment.**

   a) Tenant shall have the right to assign or otherwise transfer this Agreement, upon written notice to Landlord, to any parent, subsidiary or affiliate of Tenant or Tenant’s parent without the necessity of obtaining prior consent from Landlord. For any other type of assignment, Tenant shall obtain prior consent from Landlord, not to be unreasonably withheld, conditioned or delayed. If Landlord consents to an assignment, Tenant and its assignee shall remain jointly and severally responsible for the performance of all duties and obligations of the Tenant under this Agreement. Upon approval of a receipt of a written request from Tenant, Landlord shall execute an estoppel certificate. However, this right of assignment shall be solely limited to assignments to successor owners of the Tenant’s facilities, and shall not include the right to sublease.

   b) Landlord shall have the right to assign and transfer this Agreement only to a successor owner of the Property. Only upon Tenant’s receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Agreement. Landlord shall not attempt to assign, or otherwise transfer this Agreement separate from a transfer of ownership of the Property (the “Severance Transaction”), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant’s sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Agreement.

19. **Relocation.** Landlord must provide Tenant at least one-hundred twenty (120) days written notice of any repairs, maintenance or other work (the “Work”) during the Term of the Lease which would require the relocation of the Antenna Facilities. If the scheduled service or maintenance of Landlord’s Water Tank will prevent Tenant’s operation and use of its Antenna Facilities, then Tenant shall have the right to install and operate a temporary antenna facility (including a cell-on-wheels) at a mutually acceptable location on the Property. The cost of relocating Tenant’s Antenna Facilities (“Relocation Costs”) shall be paid by Tenant, but Landlord may only request Tenant to relocate its Antenna Facilities once every five (5) years. Otherwise, Landlord will be responsible for the Relocation Costs. The Relocation Costs shall include the cost of the removal and reinstallation of Tenant’s Antenna Facilities on the Water Tank.

20. **Marking and Lighting Requirements.** Landlord represents that Landlord’s Water Tower currently meets all applicable marking and lighting requirements of the Federal Aviation Administration and FCC. If the Water Tower or any tower or other support structure for Tenant’s Antenna Facilities owned by Landlord requires additional lighting or marking by virtue of Tenant’s installations, Tenant shall reimburse Landlord for such required modifications or shall have the option to terminate this Agreement upon prior written notice to Landlord. Tenant shall indemnify and hold Landlord harmless from any fines or other liabilities caused by Tenant’s failure to comply with these requirements.

21. **Miscellaneous.**

   a) This Agreement 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. Any amendments to this Agreement must be in writing and executed by both parties.

   b) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure, protect Tenant’s rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is
encumbered by a deed, mortgage or other security interest (each, a “Mortgage”), a subordination, non-disturbance and attorney agreement using Tenant’s form.

c) This Agreement shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

d) If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

e) Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.

f) 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.

g) This Agreement and the interests 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.

h) This Agreement 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. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

**LANDLORD:** City of Dekalb, Illinois, an Illinois municipality

By: [Signature]

Printed Name: John A. Key

Title: Mayor

Date: 3/26/2015

**TENANT:** T-Mobile Central LLC

By: [Signature]

Printed Name: Kim Curtis

Title: Senior Director, Engineering Development & Technology

Date: 2/19/15

T-Mobile Legal Approval
EXHIBIT A
Legal Description

The Property is legally described as follows:

ALL THAT PARCEL OF LAND IN DE KALB COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 355808, ID# 08-23-280-033, BEING KNOWN AND DESIGNATED AS FOLLOWS:

THAT PART OF BLOCK THREE (3) LYING WEST OF A SOUTHERLY PRODUCTION OF THE EAST LINE OF BLOCK ONE (1), ALL IN REW'S ADDITION TO THE CITY OF DEKALB, ILLINOIS, CONTAINING 133,583 SQUARE FEET, MORE OR LESS.

* SEE DEED COPY ATTACHED FOR FULL LEGAL DESCRIPTION *

BY FEE SIMPLE DEED FROM CHICAGO, MILWAUKEE, ST PAUL AND PACIFIC RAILROAD COMPANY AS SET FORTH IN DOC # 355808 DATED 11/10/1970 AND RECORDED 11/10/1970, DE KALB COUNTY RECORDS, STATE OF ILLINOIS.
Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).
MEMORANDUM OF LEASE

A Site Lease Agreement (the “Agreement”) by and between the City of DeKalb, Illinois, an Illinois municipality (“Landlord”) and T-Mobile Central LLC, a Delaware limited liability company (“Tenant”) was made regarding a portion of the following property (as more particularly described in the Agreement, the “Premises”):

See Attached Exhibit A incorporated herein for all purposes.

Without limiting the terms and conditions of the Agreement, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.

2. Pursuant to the Agreement Landlord has granted Tenant an option to lease the Premises (the “Option”) on the terms and conditions described in this Agreement for an initial term of One (1) year commencing on the Effective Date.

3. Provided that the Option has been exercised by Tenant, the Agreement shall constitute a lease (the “Lease”), the term of which shall initially be for Five (5) years and will commence on the date upon which Tenant exercises its Option (the “Commencement Date”).

4. Tenant shall have the right to extend the Lease for five (5) additional and successive five-year terms.

5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

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

LANDLORD: the City of Dekalb, Illinois, an Illinois municipality

By: [Signature]
Printed Name: John A. Rey
Title: Mayor
Date: 3/26/2015

TENANT: T-Mobile Central LLC, a Delaware limited liability company

By: [Signature]
Printed Name: Kim Curtis
Title: Engineering Director - Development
Date: 2/19/15
STATE OF Illinois )
COUNTY OF DeKalb ) ss.

This instrument was acknowledged before me on March 26, 2015 by John A. Rey [title] mayor of the City of DeKalb a municipality [type of entity], on behalf of said City of DeKalb [name of entity].

Dated: 3-26-15

[Signature]

Notary Public
Print Name Ruth A. Scott
My commission expires 6-24-18

(Use this space for notary stamp/seal)
I certify that I know or have satisfactory evidence that **Ken Curtis** 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 **AI Engineer** of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: **February 19, 2015**

**Deborah Woods**
Notary Public
Print Name **Deborah Woods**
My commission expires **7-17-2018**
Memorandum of Lease - Exhibit A
Legal Description

The Property is legally described as follows:

ALL THAT PARCEL OF LAND IN DE KALB COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 355808, ID# 08-23-280-033, BEING KNOWN AND DESIGNATED AS FOLLOWS:

THAT PART OF BLOCK THREE (3) LYING WEST OF A SOUTHERLY PRODUCTION OF THE EAST LINE OF BLOCK ONE (1), ALL IN REW'S ADDITION TO THE CITY OF DEKALB, ILLINOIS, CONTAINING 133,583 SQUARE FEET, MORE OR LESS.

* SEE DEED COPY ATTACHED FOR FULL LEGAL DESCRIPTION *

BY FEE SIMPLE DEED FROM CHICAGO, MILWAUKEE, ST PAUL AND PACIFIC RAILROAD COMPANY AS SET FORTH IN DOC # 355808 DATED 11/10/1970 AND RECORDED 11/10/1970, DE KALB COUNTY RECORDS, STATE OF ILLINOIS.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
Three City Place Drive, Suite 900
St. Louis MO 63141-7081
(314) 432-0500

INSURER(S) AFFORDING COVERAGE
INsuer a: XL Insurance America, Inc.
1358772
(314) 432-0500

INsuer B: Greenwich Insurance Company
12305 SE 38th Street
Bellevue WA 98006

INSURED:
T-Mobile US, Inc.
Its Subsidiaries and Affiliates
12305 SE 38th Street
Bellevue WA 98006

COVERAGES

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<th>TYPE OF INSURANCE</th>
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<td>MED EXP (Any one person) $5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS, COMPO WAGE, LOSS $2,000,000</td>
</tr>
<tr>
<td>B X AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS</td>
<td></td>
<td>X LOC</td>
<td>RAD500002803 MA</td>
<td>5/1/2014</td>
<td>5/1/2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MEDICALLY INJURY (Per person) XXXXXXXX</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MEDICALLY INJURY (Per accident) XXXXXXXX</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident) XXXXXXXX</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ADDITIONAL OCCURANCE XXXXXXXX</td>
</tr>
<tr>
<td>C X UMBRELLA LIABILITY EXCESS LIABILITY</td>
<td>OCCUR</td>
<td>49131346</td>
<td>5/1/2014</td>
<td>5/1/2015</td>
<td>EACH OCCURRENCE $5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>XXXXXXXX</td>
</tr>
<tr>
<td>A A WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER (Mandatory In NH) (Mandatory In NH)</td>
<td></td>
<td>N/A</td>
<td>RWD500003012 W1</td>
<td>5/1/2014</td>
<td>5/1/2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X E.L. EACH ACCIDENT $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X E.L. DISEASE - POLICY LIMIT $1,000,000</td>
</tr>
</tbody>
</table>

CERTIFICATE HOLDER
13374808
City of DeKalb, Illinois
200 S Fourth Street
DeKalb IL 60115

CANCELLATION
See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD
ENDORSEMENT # 023

This endorsement, effective 12:01 a.m., May 1, 2014 forms a part of

Policy No. RGD50025903 issued to T-MOBILE US, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WASHINGTON - CANCELLATION NOTIFICATION
TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

<table>
<thead>
<tr>
<th>Name of Person(s) or Entity(ies):</th>
<th>Mailing Address:</th>
<th>Number of Days Advanced Notice of Cancellation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per the most current schedule</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Of Certificate Holders maintained by</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lockton Companies and furnished to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XL Insurance on a monthly basis</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In the event of cancellation for nonpayment of premium, ten (10) days notice will be given.

All other terms and conditions of the Policy remain unchanged.
ENDORSEMENT # 004

This endorsement, effective 12:01 a.m., May 1, 2014 forms a part of
Policy No. RAD500025703 issued to T-MOBILE US, INC.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WASHINGTON - CANCELLATION NOTIFICATION
TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(s) according to the notification schedule shown below:

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<tr>
<th>Name of Person(s) or Entity(ies):</th>
<th>Mailing Address:</th>
<th>Number of Days Advanced Notice of Cancellation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per the most current schedule</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Of Certificate Holders maintained by</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lockton Companies and furnished to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XL Insurance on a monthly basis</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In the event of cancellation for nonpayment of premium, ten (10) days notice will be given.

All other terms and conditions of the Policy remain unchanged.
February 19, 2015

City of DeKalb
Public Works Dept.
Attn: T.J. Moore, Director
200 South Fourth Street
DeKalb, IL 60115

Re: T-Mobile response to the DeKalb RFP for lease of space on the 1216 Market Street Water Tank

Mr. Moore,

T-Mobile Central LLC is responding and agreeing to the terms detailed in the RFP due February 23, 2015. Please fine three (3) copies of the enclosed information:

- Detailed plans which meet the City’s design requirements. The plans show a T-Mobile ground lease area of 11’ x 25’ for outdoor cabinets. Six (6) antennas mounted at 110’ and painted to match the color or the water tank.
- Passing structural analysis stamped by an Illinois Structural Engineer.
- The lease agreement approved by T-Mobile and being routed for T-Mobile signature now.
- $1,000 Certified check for the bid bond
- Copy of T-Mobile’s FCC License.
- Below is the list of existing T-Mobile on-air sites located within the City. The first one in highlight is another city water tank, so that should serve as a perfect example site and a good reference.

<table>
<thead>
<tr>
<th>Site ID</th>
<th>Site Name</th>
<th>Class</th>
<th>Latitude</th>
<th>Longitude</th>
<th>Address</th>
<th>City</th>
<th>Structure Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>CH37121C</td>
<td>Dekalb WATER TOWER</td>
<td>Watertank</td>
<td>41.95384858</td>
<td>-88.7690224</td>
<td>900 W. DRESSER ROAD</td>
<td>Dekalb</td>
<td>City of DeKalb</td>
</tr>
<tr>
<td>CH17516A</td>
<td>SpectraSite-IL-0163</td>
<td>Monopole</td>
<td>41.96242934</td>
<td>-88.7179205</td>
<td>2239 Gateway Dr.</td>
<td>DeKalb</td>
<td>American Tower</td>
</tr>
<tr>
<td>CH37122A</td>
<td>ATC #22218</td>
<td>Monopole</td>
<td>41.95161161</td>
<td>-88.7209984</td>
<td>1472 Barber Green Rd</td>
<td>Dekalb</td>
<td>American Tower</td>
</tr>
<tr>
<td>CH17481C</td>
<td>Golden Years Plaza</td>
<td>Roof Top Mount</td>
<td>41.92222533</td>
<td>-88.7518756</td>
<td>507 E. Taylor Street</td>
<td>Dekalb</td>
<td>DeKalb Housing Authority</td>
</tr>
<tr>
<td>CH27579A</td>
<td>Lincoln Apartments</td>
<td>Roof Top Mount</td>
<td>41.9307591</td>
<td>-88.7735694</td>
<td>1100 Lincoln Hwy</td>
<td>Dekalb</td>
<td>Global Tower Partners</td>
</tr>
<tr>
<td>CH57126A</td>
<td>University Plaza</td>
<td>Roof Top Mount</td>
<td>41.93888752</td>
<td>-88.7700012</td>
<td>900 Crane Drive</td>
<td>Dekalb</td>
<td>University Plaza</td>
</tr>
</tbody>
</table>

1South660 Midwest Road, Suite 140, Oakbrook Terrace, IL 60681
Feel free to call me if you have any questions or require additional information.

Sincerely,

Ray Shinkle
Insite RE Inc. authorized agent for T-Mobile Central LLC
1S660 Midwest Road, Suite 140
Oakbrook Terrace, IL 60181
Phone: (773) 960-8781
shinkle@iniste-inc.com
### PCS Broadband License - WPOL272 - T-Mobile License LLC

<table>
<thead>
<tr>
<th>Call Sign</th>
<th>WPOL272</th>
<th>Radio Service</th>
<th>CW - PCS Broadband</th>
</tr>
</thead>
<tbody>
<tr>
<td>Status</td>
<td>Active</td>
<td>Auth Type</td>
<td>Regular</td>
</tr>
<tr>
<td>Market</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Market</td>
<td>BTA078 - Chicago, IL</td>
<td>Channel Block</td>
<td>C</td>
</tr>
<tr>
<td>Submarket</td>
<td>0</td>
<td>Associated Frequencies (MHz)</td>
<td>001895.000000000-001910.00000000 001975.000000000-001990.00000000</td>
</tr>
<tr>
<td>Dates</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td>10/01/2009</td>
<td>Expiration</td>
<td>10/28/2019</td>
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<tr>
<td>Effective</td>
<td>05/17/2011</td>
<td>Cancellation</td>
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</tr>
<tr>
<td>Notification Dates</td>
<td>1st</td>
<td>11/02/2004</td>
<td>2nd</td>
</tr>
<tr>
<td>Licensee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FRN</td>
<td>0001565449</td>
<td>Type</td>
<td>Limited Liability Company</td>
</tr>
<tr>
<td>Licensee</td>
<td>T-Mobile License LLC</td>
<td>P:</td>
<td>(425)</td>
</tr>
<tr>
<td>Licensee</td>
<td>12920 SE 38th St.</td>
<td>Bellevue, WA 98006</td>
<td>ATTN Dan Menser</td>
</tr>
<tr>
<td>Licensee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-Mobile License LLC</td>
<td>P:</td>
<td>(425)</td>
<td>383-4000</td>
</tr>
<tr>
<td>Dan J Menser</td>
<td>12920 SE 38th St.</td>
<td>Bellevue, WA 98006</td>
<td>ATTN Dan Menser</td>
</tr>
<tr>
<td>Ownership and Qualifications</td>
<td>Radio Service Type</td>
<td>Mobile</td>
<td></td>
</tr>
<tr>
<td>Regulatory Status</td>
<td>Common Carrier</td>
<td>Interconnected</td>
<td>Yes</td>
</tr>
<tr>
<td>Alien Ownership</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the applicant a foreign government or the representative of any foreign government?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the applicant an alien or the representative of an alien?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the applicant a corporation organized under the laws of any foreign government?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
organized under the laws of a foreign country?
If the answer to the above question is "Yes", has the applicant received a ruling(s) under Section 310(b)(4) of the Communications Act with respect to the same radio service involved in this application?  

**Basic Qualifications**
The Applicant answered "No" to each of the Basic Qualification questions.

**Tribal Land Bidding Credits**
This license did not have tribal land bidding credits.

**Demographics**
Race

Ethnicity  
Gender
May 28, 2019
Via Certified Mail: 7014 3490 0000 7137 3449

City of Dekalb
200 S. Fourth Street
Dekalb, IL 60115

Re: Site Lease Agreement dated 3/26/2015 by and between the City of Dekalb, an Illinois Municipality and T-Mobile Central LLC, a Delaware limited liability company ("T-Mobile")
T-Mobile Site: CH97338A - Site location: 1119 Oak St., Dekalb, IL 60115

Dear Sir or Madam:

Our office has been retained as site acquisition agents on behalf of T-Mobile. The Lease authorizes T-Mobile to use its premises for the operation and maintenance of its wireless communications facility. We value our landlords and want to keep you informed of our maintenance and upgrades on the antenna facilities installed on your property.

This letter is notice that T-Mobile needs to perform site modification work on its communications facility and is seeking your acknowledgement that the work may proceed. The work will consist of reconfiguring the site to make it better suited to meet customers' needs.

The reconfiguration is not very different from routine maintenance work that we do, and will not interfere with your business or tenants. The work will be performed in compliance with the non-interference requirements of our lease and with all applicable laws and regulations.

Please indicate your acknowledgement that work may proceed by signing this letter below and returning to me via email at elaugesen@lcctelecom.com or via fax at (847) 608-1299.

If you have any questions, you may call Eric Laugesen at (847)380-4833 or email elaugesen@lcctelecom.com.

Sincerely,

Eric Laugesen
Site Acquisition Agent

Agreed:
City of Dekalb

Name/Title
6/3/19
Date