

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is hereby entered into by and between County of Lake, a body politic, and corporation of the State of Illinois, with its principal mailing address of 18 North County Street, Waukegan, Illinois 60085 ("Grantor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 ("Grantee").

WHEREAS, Grantor and Grantee entered into Tower Lease Agreement # 90075, dated September 17, 2009 ("Lease"), in which the parties, as Lessor and Lessee, respectively, agreed to terms for the installation of a Communication Facility, as that term is defined in the Lease;

WHEREAS, pursuant to the Lease, Grantee requires access across Grantor's property to reach Grantee's Communication Facility with fiber optic utilities required to operate Grantee's Communication Facility; and.

WHEREAS, the parties agree that the term of the Easement should be coterminous with the term of the Lease and expire or terminate when said Lease expires or terminates.

NOW THEREFORE, the parties covenant and agree that:

1. Grantor grants to Grantee an easement for the installation, use repair, replacement, inspection and maintenance of utilities over, through, under and along the portion of the Grantor's property depicted and legally described on attached **Exhibit 1** as proposed 4' fiber optic easement (the "Easement") for so long as the Lease is in effect.
2. The Easement granted herein may be used to provide any utility service, including fiber optic cables, necessary for the operation of and to service Grantee's Communication Facility and/or any of the facilities of other tenants, subtenants or licensees of Grantee on the property described in the Lease.
3. The Easement shall be appurtenant to Grantee's interest in the property described in the Lease and will run for the term of the Lease.
4. Grantee, for the duration of the Lease, shall be responsible for the reasonable maintenance of the Easement. All portions of the fiber optic cables or other utilities installed within the Easement by Grantee will be and remain Grantee's personal property. At the expiration or termination of the Lease, Grantee will, to the extent reasonable, restore the Easement to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Grantee's control excepted. Grantee will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Grantee be required to remove from the Easement any underground utilities.

5. Grantee will indemnify, defend and hold Grantor harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from the installation, use, maintenance, repair or removal of fiber optic utilities within the Easement or the breach of any provision herein, except to the extent attributable to the negligent or intentional act or omission of Grantor, its employees, agents or independent contractors.
6. Grantor warrants that it is the owner of the property occupied by the Easement herein granted, and that Grantor has the right and authority to enter into this Agreement. Further, Grantor warrants and represents that it has no knowledge of environmental hazards affecting the Easement. Grantee shall not be held liable to Grantor, or its assigns, for any hazardous materials found on or about the Easement unless the hazardous materials were brought onto the Easement by Grantee. Grantor will be solely liable for the clean-up and removal of hazardous substances and the restoration of the property related to such hazardous substances, except to the extent generated by Grantee's operations.
7. Notwithstanding any provision of this agreement to the contrary, in no event shall either party be liable to the other party for any consequential, indirect, or punitive damages, whether foreseeable or not, occasioned by any act or omission of the other party.

Dated this ____ day of _____, 2011.

GRANTOR:

The **County of Lake**, a body politic and corporate of the State of Illinois

BY: _____

WITNESS

Peter E. Kolb

Its: Director of Public Works

GRANTEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____


Scott Root

Its: Manager of Real Estate and Construction, IL/WI

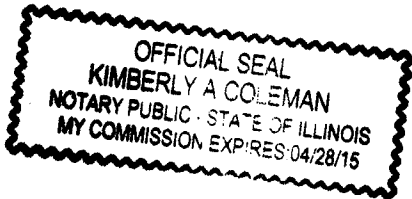
Date: _____

9-23-11

GRANTEE ACKNOWLEDGMENT

STATE OF Illinois)
) ss:
COUNTY OF McHenry)

On the 23 day of Sept in the year 2011 before me, the undersigned, a notary public in and for said state, personally appeared **Scott A. Root**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Kimberly A. Coleman
Notary Public: Kim Coleman
My Commission Expires: 4-28-15

GRANTOR ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20____ before me, personally appeared Peter E. Kolb, who acknowledged under oath, that he is the person/officer named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Grantor for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

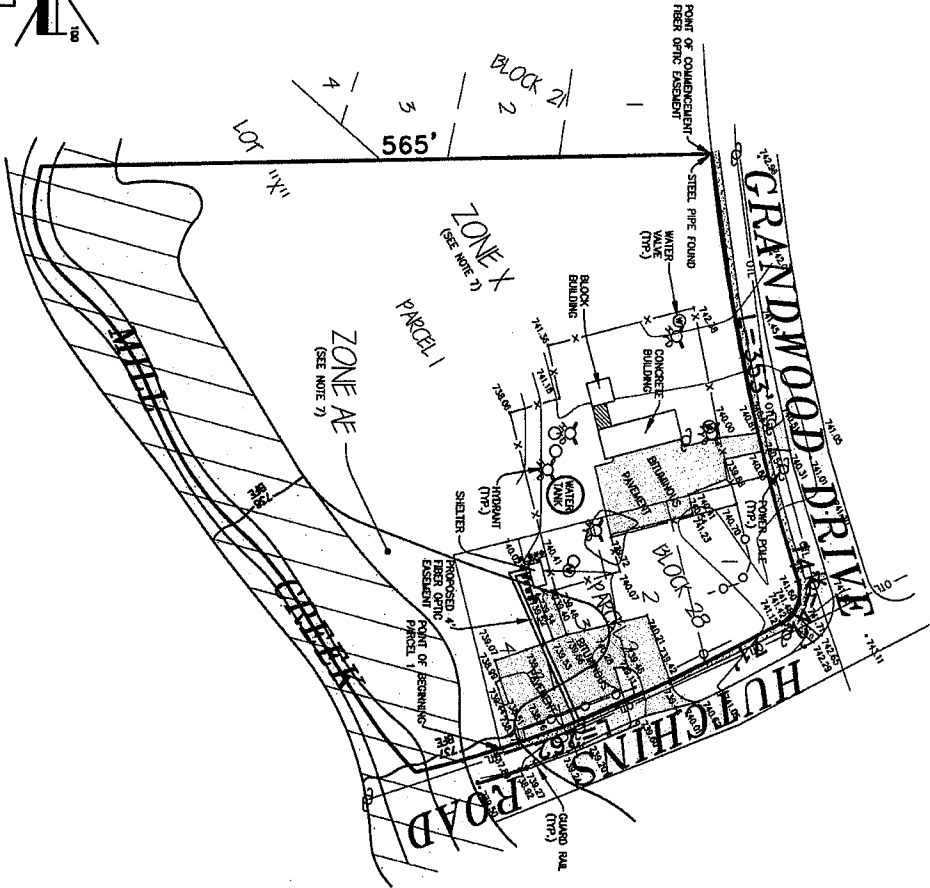
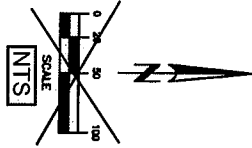
DESCRIPTION OF EASEMENT

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to the Easement Agreement dated _____, 20____, by and between County of Lake, a body politic and corporate of the State of Illinois, as Grantor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Grantee.

The Easement is described and/or depicted as follows:

See Attached construction drawings consisting of 2 pages.



SUBJECT PROPERTY

PARCEL 1:
 THAT PART OF LOT "X" DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERN CORNER OF LOT 4 IN BLOCK 28; THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 28, 1725.00 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID BLOCK 28, 275.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 1 IN SAID BLOCK 28; SAID POINT BEING IN THE SOUTHWESTERLY LINE OF GRANDWOOD DRIVE NORTH; THENCE WESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID GRANDWOOD DRIVE NORTH, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF GRANDWOOD DRIVE NORTH, 273.90 FEET (LONG CHORD MEASURED) TO THE NORTHEASTLY CORNER OF LOT 1 IN BLOCK 21 IN GRANDWOOD PARK 4; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF LOT 1 IN BLOCK 21 IN GRANDWOOD PARK 4, SAID LINE EXTENDING 289 FEET, MORE OR LESS, TO THE CENTERLINE OF MILL CREEK; THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF MILL CREEK, 289 FEET, MORE OR LESS, TO THE WESTERLY LINE OF HUTCHINGS ROAD; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID ROAD, MORE OR LESS, TO THE PLACE OF BEGINNING, IN GRANDWOOD PARK UNIT 4, BEING A SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 20, 1952, AS DOCUMENT 1171983, IN BLOCK 37 OF PLATS, PAGES 62 AND 63, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
 LOTS 1, 2, 3 AND 4 IN BLOCK 28 IN GRANDWOOD PARK UNIT 4, BEING A SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1952, AS DOCUMENT NUMBER, 1171983, IN BOOK 57 OF PLATS, PAGES 62 AND 63, IN LAKE COUNTY, ILLINOIS.

NOTES

1. BEARINGS, IF ANY, SHOWN HEREON REFER TO NORTH DETERMINED BY GPS MEASUREMENT.
2. ELEVATIONS SHOWN ARE ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.
3. BENCHMARK: PK NAL IN PAVEMENT LOCATED AS SHOWN.
ELEVATION: 738.75
4. ASPECTS PERMANENT TAX INDEX NUMBERS: 07-07-203-018, 07-07-203-019, 07-07-203-020, 07-07-203-021 AND 07-07-203-022.
5. SURFACE EVIDENCE OF UNDERGROUND IMPROVEMENTS, IF ANY, SHOWN HEREON IS BASED ON PHYSICAL OBSERVATIONS AND RECORDS, IF ANY, PROVIDED. NO DELINEATION OF UTILITY MARKERS OR UTILITY NOTATIONS BY A UTILITY MARKING SERVICE WAS PROVIDED FOR USE IN THE PREPARATION OF THIS SITE SURVEY. FIELD VERIFICATION OF ANY UNDERGROUND UTILITIES SHOULD BE PERFORMED PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
6. NO TITLE COMMENTARY WAS PROVIDED FOR USE IN THE PREPARATION OF THIS SITE SURVEY. PARCEL 1 OF THE SUBJECT PROPERTY LEGAL DESCRIPTION SHOWN HEREON WAS TAKEN FROM WIRELESS SITE MAP NUMBER LS081035, DATED SEPTEMBER 28, 2009, ISSUED BY LAND SURVEYING SERVICES, INC., PROVIDED BY CLIENT. PARCEL 2 OF SAID LEGAL DESCRIPTION WAS DEVELOPED USING SAID MAP TOGETHER WITH LAKE COUNTY TAX MAPS AND THE RECORDED PLAT OF GRANDWOOD PARK UNIT 4 (DOC 1171983), FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO SAID MAP PANELS ONLY. INSURANCE POLICY, ABSTRACT, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.
7. PART OF THE SUBJECT PROPERTY SHOWN HEREON IS SITUATED WITHIN A SPECIAL FLOOD HAZARD AREA AE, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR LAKE COUNTY, ILLINOIS, ON FLOOD INSURANCE RATE MAP PANEL NUMBER 1709700063 F, DATED SEPTEMBER 3, 1997. FLOOD ZONE LIMITS SHOWN HEREON ARE AS SCALED FROM SAID MAP PANELS ONLY.
8. TOPOGRAPHICAL INFORMATION AND IMPROVEMENTS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND MEASUREMENTS PERFORMED JANUARY 27, 2011. SOME GROUND IMPROVEMENTS MAY NOT BE SHOWN DUE TO SNOW COVER.

DATED AT PALOS HILLS, ILLINOIS, THIS 1ST DAY OF FEBRUARY, 2011.



SCS
 635 READINGTON RD.
 SUITE A
 SCHAMMOG, IL 60173

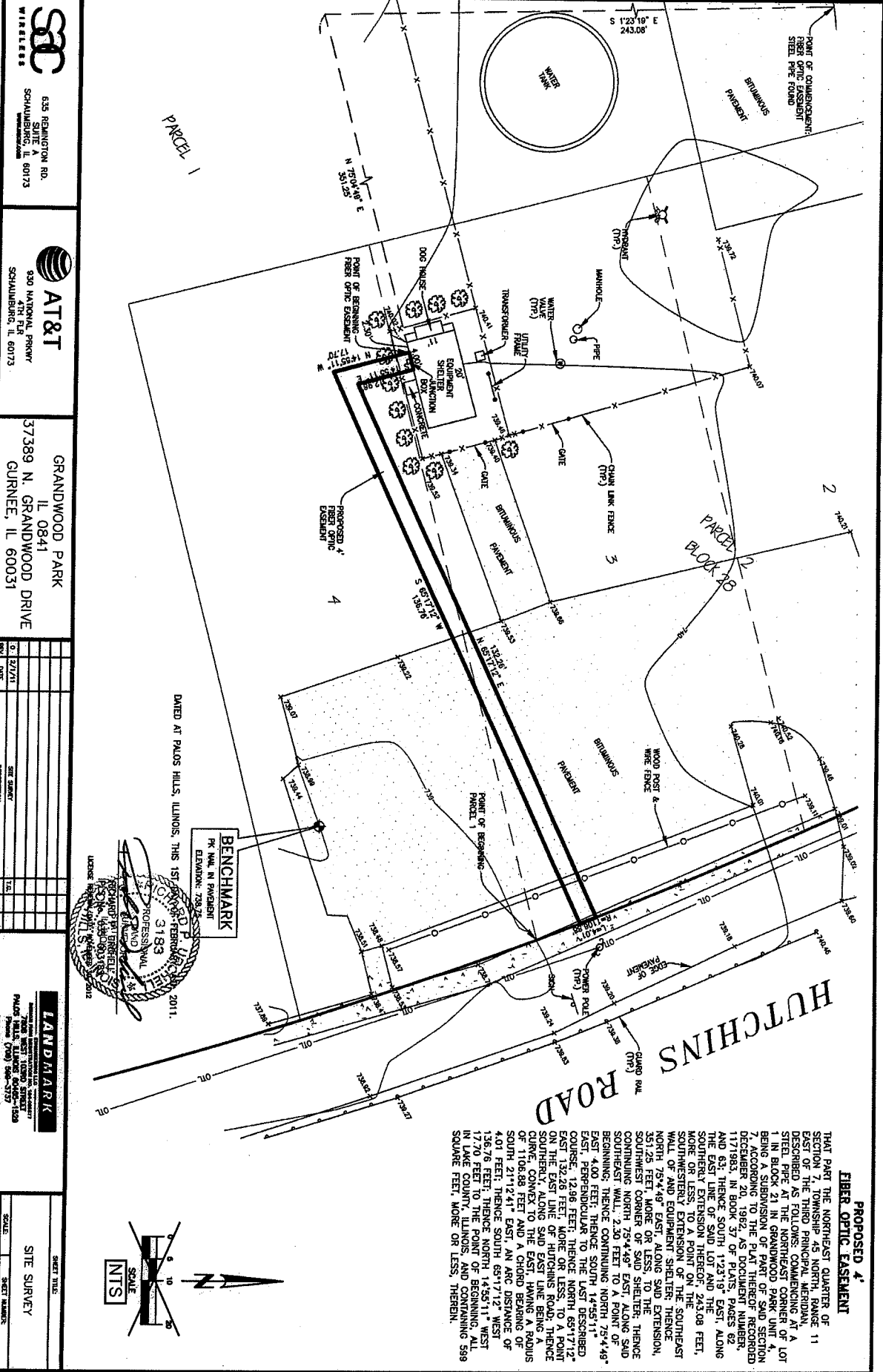
AT&T
 930 NATIONAL PARKWAY
 4TH FLR
 SCHAMMOG, IL 60173

GRANDWOOD PARK
 IL 0841
 37389 N. GRANDWOOD DRIVE
 GURNEE, IL 60031

NO.	DATE	BY	CHK	DESCRIPTION
1	12/21/11	JLS		SITE SURVEY

LANDMARK
 1000 W. WASHINGTON ST.
 PALOS HILLS, ILLINOIS 60465-1109
 PHONE (708) 696-3177
 FACSIMILE (708) 696-3177
 PROJECT No. 11-01-034

SHEET TITLE
 SITE SURVEY
 SHEET NUMBER
 1001-151



PROPOSED 4' FIBER OPTIC EASEMENT

THAT PART THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A STEEL BENCH MARK (3183) IN THE NORTHWEST CORNER OF LOT 1, BEING A SUBDIVISION OF GRANDWOOD PARK UNIT #1, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 37 OF PLATS, PAGE 82, AND 63, THENCE SOUTH 123°19' EAST ALONG THE EAST LINE OF SAID LOT AND THE SOUTHERLY EXTENSION THEREOF; 243.08 FEET, SOUTHWESTERLY EXTENSION OF THE SOUTHWEST WALL OF AND EQUIPMENT SHELTER; THENCE NORTH 75°44'9" EAST, ALONG SAID EXTENSION, 351.25 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SHELTER; THENCE CONTINUING NORTH 75°44'9" EAST, ALONG SAID SOUTHWEST WALL, 2.30 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH 75°44'9" EAST 4.00 FEET; THENCE SOUTH 14°55'11" EAST 4.00 FEET; THENCE TO THE LAST DESCRIBED COURSE; 243.08 FEET, TO THE NORTH 65°17'12" EAST 132.26 FEET, TO THE POINT OF BEGINNING ON THE EAST LINE OF HUTCHINS ROAD; THENCE SOUTHERLY, ALONG SAID EAST LINE BEING A CURVE, CONVEX TO THE EAST, HAVING A RADIUS OF 1106.88 FEET AND A CHORD BEARING OF SOUTH 21°12'41" EAST, AN ARC DISTANCE OF 4.01 FEET; THENCE SOUTH 65°17'12" WEST 135.76 FEET; THENCE NORTH 14°55'11" WEST 117.00 FEET, TO THE POINT OF BEGINNING. ALL SQUARE FEET, MORE OR LESS, THEREIN.

635 REMINGTON RD.
SCHAMBERG, IL 60173

930 NATIONAL PROMY
4TH FLOOR
SCHAMBERG, IL 60173

GRANDWOOD PARK
IL 0841
37389 N. GRANDWOOD DRIVE
GURNEE, IL 60031

NO.	DATE	DESCRIPTION	BY	CHK
1	12/21/11	SEE SURVEY	NTS	
2				
3				
4				

LANDMARK
 REAL ESTATE SERVICES, INC.
 100 WEST HURON STREET, SUITE 200
 PALM BEACH, FLORIDA 33480-3757
 PROJECT NO. 11-01-034

SHEET TITLE: SITE SURVEY
 SCALE: AS SHOWN
 SHEET NUMBER: 1001-152

DATED AT PALOS HILLS, ILLINOIS, THIS 15TH DAY OF FEBRUARY, 2011.

BENCHMARK
 IR. NAIL IN PAVEMENT
 ELEVATION: 729.2

3183
 GRANDWOOD PARK UNIT #1
 43 N. GRANDWOOD DRIVE
 GURNEE, ILLINOIS 60031
 LICENSE NO. 0973-0012-0212

