Cook County Recorder

SITE AGREEMEN



THIS SITE AGREEMENT (the "Site Agreement") is made as of the latter signature date hereof (the "Execution Date"), by and between SPECTRASITE COMMUNICATIONS, INC., as attorney-infact for Tower Asset Sub, Inc., pursuant to Tower Management Agreement dated April 20, 1999, its successors and assigns (hereinafter referred to as "SpectraSite") and COOK INLET/VOICESTREAM PCS, LLS, by its agent VOICESTREAM PCS BTA 1 CORP., a subsidiary or affiliate of VOICESTREAM WIRELESS CORPORATION, a Washington corporation, together with its affiliates, subsidiaries or partnerships which elect to participate in the MSA, and its successors and permitted assigns (hereinafter referred to as the "User"). Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the MSA. The parties agree that except as otherwise set forth herein, the terms and conditions of the MSA shall govern the relationship of the parties under this Site Agreement and the MSA is in corporated herein by reference. In the event of a conflict or inconsistency between the terms of the MSA and this Site Agreement, the terms of this Site Agreement shall govern and control.

01-34-300-006-0000 1. SpectraSit Site Name/Number: IL-3630/ Barrington 2. User Site Name/Number: SpectraSite 3630/CH14-248A 3. Cook Inlet/Voicestream PCS, LLC Name of User: by its agent VoiceStream PCS BTA 1 Corp 4. Name of Prime Landlord: Peter Vergados and Angie Vergados 5. Date of Prime Lease/License: April 27, 1994 6. 50 W. Higgins Site Address: South Barrington, IL 60010 Cook County 7. Site Latitude and Longitude: Lat: 42-04-21/ Lor of 88-10-45 8. Centerline Antenna Height: 100' 9. Base Rent: per year subject to percent (2%) increases on the anniversary of the Site Commencement Date of this Site Agreement. Site Commencement Date.

10. the earlier of: (i) the date User commences the installation of its Equipment on the Tower; or (ii) one hundred eighty (180) days from the Execution Date of the Site Agreement.

11. Initial Term: five (5) years commencing on the Site Commencement Date.

12. Renewal Term: four (4) five year renewal terms.

13. Site Cost Reimbursement Amount:

14. Square Feet of Ground Space: 200 sq ft

SpectraSite Name/Number: IL-3630/ Barrington

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15. SpectraSite Contact for Emergencies:

TowerSentry (888) 498-3667

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16. SpectraSite Address for Payments:

SpectraSite Communications, Inc. P. O. Box 751760 Charlotte, NC 28275-1760

*USER MUST INCLUDE THE SPECTRASITE SITE NUMBER ON EACH RENT CHECK

- 17. <u>User Contact for Emergencies</u>: Tom Brown (847) 585-7901
- 18. Site Specific Provisions:
 - a. Structural analysis is pending.
 - b. Legal Entity and Address of Carrier: VoiceStream Wireless Corporation 3650 131st Ave SL # 400 Bellevue, WA 98606 Attn: Leasing Administrator

The attached Exhibits A, A-1, B, C and D are incorporated by this reference into this Site Agreement.

SpectraSite Name/Number: IL-3630/ Barrington

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EXHIBIT "A"

Site Description

Site Name:

Barrington

Site Number:

IL-3630

MSA/RSA/MTA/BTA:

Site Address: 50 W. Higgins

South Barrington, IL 60010

Cook County

Legal Description of Property:

PROPERTY DESCRIPTION FOR LEASE AREA

THAT PART OF THE YEST 416.00 FEET (EXCEPT THE NORTH 428.3 FEET THEREOFIOF THE WEST HALF OF THE SOUTHWEST COURTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, D'.SCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; HENCE SOUTH OD DEGREES OD MINUTES OD SECONDS EAST (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 428.30 FEET; THENCE SOUTH 83 DEGREES 13 MINUTES OD SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTHWEST OF SAID SOUTHWEST QUARTER. 418.00 FEET: THENCE SOUT .: OO DEGREES OO MINUTES OO SECONDS WEST ALONG THE EAST LINE OF WEST 418.00 FEET OF SAID SOU HYEST QUARTER, 195.8) FEET; THENCE NORTH 86 DEGREES 41 MINUTES OO SECONDS WEST, 163.84 FEET: THENCE SOUTH 20 DEGREES 39 WHUTES 03 SECONDS WEST, 60.49 FEET, THENCE SOUTH 63 DEGREES 21 MINUTES OF SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 63 DEGREES 21 MINUTES OO SECONDS EAST, 50.00 FEET, THENCE SOUTH 20 DEGREES 33 MINUTES OO SECONDS WEST, 50.00 FEET; THENCE NORTH 3 DEGREES 21 MINUTES OO SECONDS WEST, 50.00 FEET; THENCE NORTH 20 DEGREES 33 WINUTES OO SECONDS CAST. 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING \$500 SO.FT. ALL IN COOK COUNTY, ILLINOIS.

Legal Description of Access and Utility Easement:

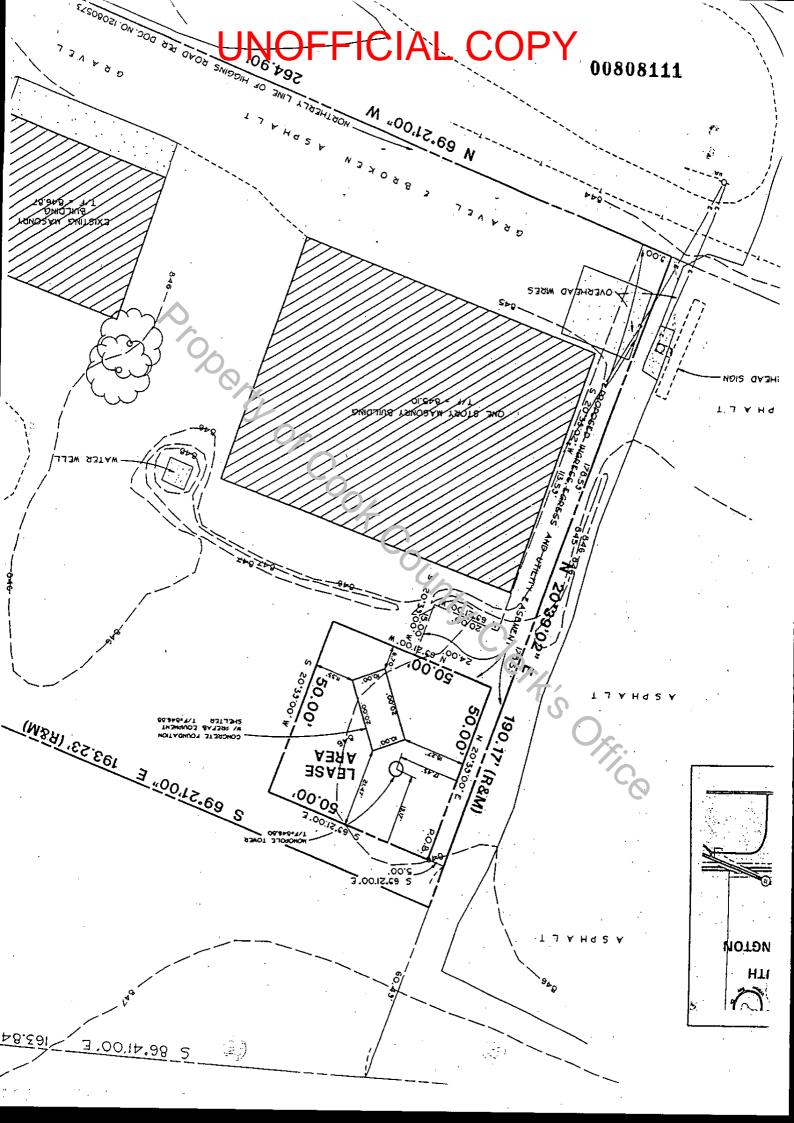
PROPERTY DESCRIPTION FOR THE INGRESS, EGRESS & ITILITY EASEMENT

PROPERTY DESCRIPTION FOR THE INGRESS, EGRESS & UTILITY EASEMENT
THAT PART OF THE WEST 418.00 FEET IEXCEPT THE NORTH 428.3 FEET THEREO FO THE WEST HALF
OF THE SOUTHWEST OVARTER OF SECTION 34. TOWNSHIP 42 NORTH, RANGE 3 EAST (F THE THRED
PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST COUNTY OF SAID
SOUTHWEST OVARTER: THENCE SOUTH OO DEGREES OO MINUTES OO SECONDS FLAST IA CHIMED BEARING!
ALONG THE WEST LINE OF SAID SOUTHWEST OVARTER, 428.30 FEET; THENCE SOUTH AD DEGREES 13 MINUTES
OO SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 428.30 FEET; THENCE SOUTHWEST OVARTER
418.00 FEET; THENCE SOUTH OO DEGREES OO MINUTES OO SECONDS WEST ALONG THE EAST LINE OF
WEST 418.00 FEET; OF SAID SOUTHWEST OVARTER, 135.83 FEET; THENCE NORTH OF DEGREES 41 MINUTES OO
SECONDS WEST, 183.84 FEET; THENCE SOUTH 20 DEGREES 33 MINUTES OO SECONDS WEST, 60.43 FEET; OR THE POINT
OF BEGINNING, THENCE SOUTH 63 DEGREES 21 MINUTES OO SECONDS SEST, 50.00 FEET; THENCE SOUTH 63 DEGREES 21 MINUTES OO SECONDS

PEARERS 33 MINUTES OO SECONDS WEST, 50.00 FEET; THENCE SOUTH 63 DEGREES 21 MINUTES OO SECONDS DEGREES 39 MINUTES OF SECONDS WEST, 50.00 FEET; THENCE SOUTH 69 DEGREES 21 MINUTES OF SECONDS EAST, 24.00 FEET; THENCE SOUTH 20 DEGREES 39 MINUTES OF SECONDS WEST, 50.00 FEET; THENCE NOT, 17. 59 DEGREES 21 MINUTES 00 SECONDS WEST, 20.00 FEET; THENCE SOUTH 20 DEGREES 33 MINUTES 02 SECO DS WEST, 13.59 FEET TO THE NORTH LINE OF HIGGINS ROAD, THENCE NORTH 63 DEGREES 21 MINUTES OO SECON'S WEST. ALONG THE NORTH LINE OF HIGGINS ROAD, 3.00 FEET THENCE NORTH 20 DEGREES 33 MINUTES 02 SECONDS EAST 178.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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SpectraSite Name/Number: IL-3630/ Barrington VoiceStream Name/Number: SpectraSite 3630/CH14-248A



- Lessee shall have the right to draw electricity from the electric supply on the Land, if available. shall have the right, at its option and expense, to obtain electrical service from any utility company that provides electric service to the Premises, including the installation of a separate meter and main breaker. Lessee has the right to improve the present utilities on the Premises and to install new utilities (including a standby power generator for Lessee's exclusive use at a location on the Premises acceptable to both parties). Lessee also has the right to bring utilities across the Land in order to service the Premises. The location of the utility lines shall be as required by Lessee and the applicable utility company, subject to Lessor's prior approval, such approval not to be unreasonably delayed or withheld. At Lessee's reasonable request, Lessor shall execute necessary documents evidencing such utility easement rights, including a utility easement in favor of Lessee or the applicable utility company. Lessee shall pay for the electricity it consumes in its operations.
- (c) Lessor shall provide to Lessee, Lessee's employees, agents and subcontractors access over the Land to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee.

7. Interference.

- (a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees of the Land, provided that their installation predates the Lessee Facilities. All operations by Lessee shall be lawful and in compliance with all Federal Communications Commission ("FCC") requirements.
- (b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor.
 - (c) If Lessor breaches its obligations under this paragraph, Lessor, upon receiving notice from Lessee of any such breach, shall take all steps necessary to correct and eliminate such interference, including, without limitation,

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IN WITNESS WHEREOF, the parties hereto have set their hands as of the signature date set forth below.

	SpectraSite:		•
	SPECTRASITE corporation [as att	COMMUNICATIONS, corney-in-fact for Tower Ass	INC., a Delaware set Sub, Inc.]
	By: Printed Name: Title: <u>Vice Preside</u> Signature Date:	ent, Collocation Managemen	(SEAL)
000 M	<u>User:</u> COOK INLET/V VOICESTREAM,	OICESTREAM PCS, LIPCS BTA 1 GORP., a Delay	C by its agent
	By: Que Printed Name: Title: Signature Date:	6/14	(SEAL)
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SpectraSite Name/Number: IL-3630/ Barrington

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