



VoiceStream Site Name: Crown 817211  
VoiceStream Site No: CH45-565B

Doc#: 0410639067  
Eugene "Gene" Moore Fee: \$38.50  
Cook County Recorder of Deeds  
Date: 04/15/2004 02:17 PM Pg: 1 of 8

Crown Site Name: Midlothian  
JDE Business Unit: 817221

### SITE LICENSE ACKNOWLEDGMENT

This Site License Acknowledgment ("SLA") is made and entered into as of this 23rd day of December, 2003, by and between VoiceStream GSM I Operating Company, LLC, a Delaware limited liability company, ("Licensee"), and Crown Castle GT Company LLC, a Delaware limited liability company, ("Licensor"), pursuant and subject to that certain Master License Agreement (the "Agreement") by and between CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company, CROWN CASTLE PT INC., a Delaware limited liability company, CROWN CASTLE SOUTH INC., a Delaware corporation, CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company, and CROWN COMMUNICATION INC., a Delaware corporation (collectively "Licensor") and Voicestream Wireless Corporation, dated as of June 20, 2000 as amended on April 17, 2001. Unless otherwise clearly indicated to the contrary by the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the Agreement. Licensor's federal identification number is 23-2917649; and Licensee's federal identification number is 52-2200264.

1. The Site shall consist of a portion of that certain parcel of property, located in the Village of Midlothian, the County of Cook and the State of Illinois, more particularly situated as more fully described in the legal description attached hereto as Exhibit "1", together with the non-exclusive right 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 right-of-way extending from the nearest public right-of-way to the Site, said Site and right-of-way for access being substantially as described herein in Exhibit "2".

2. Licensee's authorized use of the Facilities pursuant to this SLA shall be limited to Licensee's installation, operation and maintenance of only the communications equipment ("Equipment") as set forth below, subject to the approved Site Engineering Application attached hereto as Exhibit "3" at the Site as set forth below (the "Site"). Such license is subject to the Special Conditions, Site Rules and Regulations, and Access and Security Procedures for Users set forth in the Agreement and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications identified below and in Exhibits "3" and "4".

Manufacturer and type-number:  
Number of antenna(s):  
Weight and dimension of antenna(s)  
(L x W x D):

EMS Wireless RR65-19-02DP  
Twelve (12) CDMA  
23.0 lbs.; L(72.0") x W(8.0") x D(2.75")

Prepared by: L. DiMartino  
Prepared on: 12-05-03

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Transmission line manufacturer & type number for each antenna:	RFS Cablewave FLC78-50J
Diameter & length of transmission line:	Twenty-four (24) Lines; Diameter = 7/8"; Length = 140'
Location of antenna(s) as described in Exhibit "3":	IL Midlothian, BU# 817221
Height of antenna(s) on tower structure as described in Exhibit "3":	90' Rad Center
Direction of radiation (in degrees):	Four (4) each @ 0°, 120°, 240°
AC usage:	240 Single Phase; 200 Amps
Equipment building/floor space dimensions as described in Exhibit "4":	L(16') x W(7') Cabinet; L(20') x W(10') Leased Area
Frequencies/Maximum Power Output per antenna:	Tx: 1975.0 - 1990.0 MHz Rx: 1895.0 - 1910.0 MHz Output: 30 Watts

3. The Equipment shall be contained within the Facilities, located on the tower as described in Exhibit "3" and on the Site Plan (or within an existing building) as described in Exhibit "4".

4. Notwithstanding anything in the Agreement to the contrary, the Commencement Date of this SLA shall be the earlier of (i) the first day of the month immediately following the date that Licensor notifies Licensee that Licensee can proceed to install Equipment on the Site or (ii) the first day of the month immediately following the date that is forty-five (45) days after the date of Licensor's Notice of Substantial Completion.

5. The first (1st) Basic Annual Payment due and payable by Licensee to Licensor shall be Seventeen Thousand Nine Hundred Twenty and 00/100 dollars (\$17,920.00), payable in accordance with the Agreement. Any increase in the Basic Annual Payment shall be calculated in accordance with the Agreement as amended. Notwithstanding anything to the contrary in the Agreement, Licensee shall, in accordance with the attached Exhibit "5", make an initial payment (the "Pre-Paid Basic Annual Payment") to Licensor, payable upon receipt of written notice from Licensor stating that the Work (as such term is defined in Section 8 below), which is necessary to accommodate Licensee's Equipment as set forth herein, is substantially complete ("Notice of Substantial Completion"). The Pre-Paid Basic Annual Payment, to the extent available, shall be credited against the Basic Annual Payments in accordance with the attached Exhibit "5" upon the Basic Annual Payments becoming due in accordance with Section 5.1 of the Agreement. The Pre-Paid Basic Annual Payment is non-refundable to Licensee in the event of any termination of this SLA by Licensee. In the event that Licensee terminates this SLA pursuant to the terms of the Agreement before paying its Pre-Paid Basic Annual Payment, Licensee shall reimburse Licensor for all costs incurred or committed by Licensor with respect to the Work; provided, however, such reimbursement shall not exceed the amount of the applicable Pre-Paid Basic Annual Payment.

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6. Licensee acknowledges that Licensor's rights in the Facilities derive from a certain Ground Lease Agreement dated April 1, 1993, between William M. and Theresa J. O'Shea and Chicago SMSA Limited Partnership. Licensee further acknowledges that Licensor's rights in the Facilities derive from a certain Assignment and Assumption Agreement dated September 1, 2000, between Chicago SMSA Limited Partnership and Licensor (the "Prime Lease"), a copy of which is attached hereto as Exhibit "6". Licensee further acknowledges that Licensor's rights in the Facilities and the Site are also subject to agreements and permits, the terms of which Licensee has knowledge:

- |    |                          |      |
|----|--------------------------|------|
| a. | additional agreements:   | None |
| b. | title conditions:        | None |
| c. | regulatory requirements: | None |

7. Licensee is obligated to include with each payment the following site identifier:  
IL Midlothian, BU# 817221.

8. Licensee acknowledges that, in order to accommodate Licensee's Equipment as set forth herein, Licensor shall make, or cause to be made, certain upgrades to the tower at the Site (the "Work"). Commencing on the start date (as hereinafter described) Licensor shall have five (5) weeks (thirty-five (35) days) to complete the Work. The start date for the Work shall be the latter of: (i) the date that Licensor receives a building permit or (ii) the date that Licensor accepts a purchase order from Licensee to commence the Work. The completion date for the Work shall be the date that Licensor provides the Notice of Substantial Completion to its vendor(s) (with a copy being provided to Licensee). If Licensor is delayed in performing the Work as a result of an event or events outside of its control, the above timeline shall be extended for a period equal to the duration of such event(s). If the Work is not completed within the timeframe described above, Licensor will, until such date that the Work is completed, be assessed a late penalty of Two Hundred Fifty and 00/100 Dollars (\$250.00) per day, not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) in the aggregate. The amount of such late payments shall, until exhausted, be offset against any payments due after the completion date.

9. Licensor will waive the inspection fee required by the Agreement if Licensor is awarded the bid for installation of Licensee's Equipment at the Site.

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

Crown Castle GT Company LLC,  
a Delaware limited liability company

By: Matthew Sturgill

Print Name: Matthew Sturgill

Title: Vice President of Assets - Great Lakes Area

Execution Date: 12/23/03

VoiceStream GSM I Operating Company, LLC,  
a Delaware limited liability company

By: Raj Tank

Print Name: Raj Tank

Title: Executive Director - Development and Operations

Execution Date: 12/18/2003

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## SLA EXHIBIT "1"

### PROPERTY LEGAL DESCRIPTION

See attached legal description

Property of Cook County Clerk's Office

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That part of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 5, Township 36 North, Range 13 East of the Third Principal Meridian, lying South of the South line of the Midlothian Turnpike (excepting from the above described tract of land, the East 150.00 feet thereof, as measured perpendicularly to the East line thereof), all in Cook County, Illinois, and being more particularly described as follows:

Beginning at a Cook County survey monument found at the Southwest corner of the Southeast  $\frac{1}{4}$  of the said Section 5, Township 36 North, Range 13 East of the Third Principal Meridian; thence North 90 degrees 00 minutes 00 seconds East, 97.09 feet, along the South line of the said Southeast  $\frac{1}{4}$  of Section 5; thence North 00 degrees 00 minutes 00 seconds East, 46.22 feet, to a point on the Southerly right-of-way line of the Midlothian Turnpike; thence South 65 degrees 43 minutes 02 seconds West, 106.67 feet, along the said Southerly right-of-way line of the Midlothian Turnpike, to a point on the West line of the said Southeast  $\frac{1}{4}$  of Section 5; thence South 00 degrees 13 minutes 45 seconds East 2.41 feet, along the said West line of the Southeast  $\frac{1}{4}$  of Section 5, to the Point of Beginning, containing 0.05  $\pm$  acre, more or less.

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## SLA EXHIBIT "2"

### SITE AND ACCESS RIGHT-OF-WAY LEGAL DESCRIPTION

See attached metes and bounds description

Property of Cook County Clerk's Office



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That part of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 5, Township 36 North, Range 13 East of the Third Principal Meridian, lying South of the South line of the Midlothian Turnpike (excepting from the above described tract of land, the East 150.00 feet thereof, as measured perpendicularly to the East line thereof), all in Cook County, Illinois, and being more particularly described as follows:

Beginning at a Cook County survey monument found at the Southwest corner of the Southeast  $\frac{1}{4}$  of the said Section 5, Township 36 North, Range 13 East of the Third Principal Meridian; thence North 90 degrees 00 minutes 00 seconds East, 97.09 feet, along the South line of the said Southeast  $\frac{1}{4}$  of Section 5; thence North 00 degrees 00 minutes 00 seconds East, 46.22 feet, to a point on the Southerly right-of-way line of the Midlothian Turnpike; thence South 65 degrees 43 minutes 02 seconds West, 106.67 feet, along the said Southerly right-of-way line of the Midlothian Turnpike, to a point on the West line of the said Southeast  $\frac{1}{4}$  of Section 5; thence South 00 degrees 13 minutes 45 seconds East 2.41 feet, along the said West line of the Southeast  $\frac{1}{4}$  of Section 5, to the Point of Beginning, containing 0.054 acre, more or less.

TOGETHER WITH all right, title and interest of grantor in and to the following described Access and Utility Easement:

That part of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 5, Township 36 North, Range 13 East of the Third Principal Meridian, lying South of the South line of the Midlothian Turnpike (excepting from the above described tract of land, the East 150.00 feet thereof, as measured perpendicularly to the East line thereof), all in Cook County, Illinois, and being more particularly described as follows:

Commencing at a Cook County survey monument found at the Southwest corner of the Southeast  $\frac{1}{4}$  of the said Section 5, Township 36 North, Range 13 East of the Third Principal Meridian; thence North 90 degrees 00 minutes 00 seconds East, 97.09 feet, along the South line of the said Southeast  $\frac{1}{4}$  of Section 5, to the Point of Beginning; thence North 00 degrees 00 minutes 00 seconds East, 46.22 feet, to a point on the Southerly right-of-way line of the Midlothian Turnpike; thence North 65 degrees 43 minutes 02 seconds East, 21.94 feet, along the said Southerly right-of-way line of the Midlothian Turnpike; thence South 00 degrees 00 minutes 00 seconds East, 55.24 feet, to a point on the South line of the said Southeast  $\frac{1}{4}$  of Section 5; thence South 90 degrees 00 minutes 00 seconds West, 20.00 feet, along the said South line of the Southeast  $\frac{1}{4}$  of Section 5, to the Point of Beginning, containing 0.023 acre, more or less.

Common Address: 5855 W. Midlothian Turnpike  
Midlothian, Illinois 60445

Property Identification No.: 28-05-401-003-000