

**CITY OF COLUMBIA, ILLINOIS
ORDINANCE NO. 3584**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE
PURCHASE AGREEMENT WITH LANDMARK INFRASTRUCTURE HOLDING
COMPANY LLC**

WHEREAS, the City of Columbia (“City”), Monroe and St. Clair Counties, Illinois is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, and owns certain real property located in the City of Columbia, State of Illinois, with an address of 1253 Bremser Road, Columbia, Illinois, 62236 (the “Property”); and

WHEREAS, the City leases a portion of the Property to GTP Towers (through its predecessor-in-interest, and including its successors and assigns), via a lease agreement dated October 17, 1996 (including such later addenda and amendments)(the “Lease”); and

WHEREAS, the City desires to enter into an agreement with Landmark Infrastructure Holding Company, LLC (“Landmark”), assigning the rights to certain revenue received under Lease in consideration of a lump-sum payment and other consideration stated therein.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Columbia, as follows:

- Section 1.** The preceding recitations in the upper part of this Ordinance are realleged, restated and adopted as paragraph one (“1”) of this Ordinance.
- Section 2.** The City Council of the City of Columbia hereby authorizes the Mayor and other designated and authorized City officials to execute the Lease Purchase Agreement, substantially in the form attached hereto and incorporated herein by reference as Exhibit “A”.
- Section 3.** The City Council of the City of Columbia hereby grants the Mayor and other designated and authorized City officials further authority to execute the exhibits to the Lease Purchase Agreement and other documents and take other actions reasonably necessary to carry out the intent of this Ordinance and the Lease Purchase Agreement.
- Section 4.** This Ordinance shall take full force and effect immediately upon passage by the Corporate Authorities.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Columbia, Illinois and deposited and filed in the office of the City Clerk on the 16th day of August, 2021, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES: Aldermen Niemietz, Roessler, Huch, Holtkamp, Martens, Riddle, Garmer and Khoury.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:



BOB HILL, Mayor

ATTEST:



ANDREW HITZEMANN, City Clerk

(SEAL)

Exhibit A
LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (this “**Agreement**”) dated _____ is by and between **CITY OF COLUMBIA, ILLINOIS**, a municipal corporation located in Monroe and St. Clair Counties, Illinois (“**Landlord**”) and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company, and its assigns (“**Landmark**”) (together, the “**Parties**”).

WHEREAS, Landlord owns certain real property located in the City of Columbia, State of Illinois, with an address of 1253 Bremser Road, Columbia, Illinois, 62236 as more fully described in the legal description attached hereto as **Exhibit A** (the “**Property**”), and

WHEREAS, Landlord leases a portion of the Property, more particularly described in **Exhibit B** attached hereto (“**Leased Premises**”) to AT&T Wireless PCS, Inc., who assigned its interest to GTP Towers IV, LLC through an Assignment and Assumption of Ground Lease agreement dated September 11, 2007 (including its successors and assignees, the “**Tenant**”), pursuant to the lease attached hereto as **Exhibit C** (and including addenda and amendments, the “**Lease**”),

NOW, THEREFORE, for the mutual exchange of promises and other consideration stated herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. PURCHASE AND ASSIGNMENT OF SPECIFIED LEASE RIGHTS. Commencing upon the Effective Date, as defined below, and continuing only during the Term, as defined below, Landlord hereby assigns to Landmark and Landmark hereby purchases all of Landlord’s ownership, right, and interest to (1) all monthly rent, including any increases/escalations, and interest and penalties, owed by Tenant pursuant to Section 6 of the Lease, and including Landlord’s interest in any revenue share payments currently being made to Landlord pursuant to existing subleases under Section 18 of the Second Amendment to the Lease (but not including any interest in new revenue shares from subleases under Section 18 after execution of this Agreement), to Landlord for any period after **September 30, 2021** (except as provided herein) (the “**Rental Payments**”) and (2) Landlord’s enforcement rights relating to such Rental Payments (including without limitation termination of a tenant for non-payment) except as otherwise provided in this Agreement and subject to the terms of this Agreement. Such assignment includes Landmark’s assumption of all Landlord’s corresponding Lease obligations, if any, relating to such payments, including but not limited to any overpayment, payment notices, or refund obligations of Landlord, if any, as may be required by the Lease. Nothing in this Agreement shall be deemed to assign any rights beyond those granted to Landlord in the Lease and which also are expressly transferred herein, and in no event shall fee simple ownership rights, alienation, mineral rights, or other rights or property interests not expressly provided for in the Lease be deemed to have been assigned or altered.

2. PURCHASE PRICE; RIGHT TO RENTAL PAYMENTS. Landmark shall pay to Landlord a one-time, lump-sum payment in an amount equal to **Eight Hundred Fifteen Thousand Three Hundred Fourteen Dollars (\$815,314.00)** (the “**Purchase Price**”) as a non-refundable payment to Landlord which shall be paid to Landlord within five (5) business days of Landmark’s receipt of this Agreement executed by Landlord. Landmark shall deliver the Agreement to Landlord for Landlord execution, already duly executed by Landmark, not later than **September 15, 2021**. Upon receipt by Landlord of the Purchase Price, Landlord shall thereafter within five (5) business days of such receipt: (1) deliver to Landmark, for recording by Landmark at its costs, the Form Memorandum of Lease Purchase Agreement, attached hereto in substantially the form of **Exhibit D**, executed by Landlord, and (2) deliver to Tenant, with a copy to Landmark, the Notice of Assignment attached hereto in substantially the form as **Exhibit E**. The Purchase Price shall not be deemed a deposit or prepaid rent and shall in no event be subject to refund, in whole or in part. After the Effective Date, Landmark, not Landlord, shall be entitled to receive all Rental Payments

in accordance with Paragraph 1 above and the Notice of Assignment. In the event that such Rental Payments due and payable to Landmark from Tenant are inadvertently delivered to Landlord, Landlord shall forward to Landmark any such Rental Payments received by Landlord from Tenant within twenty (20) business days after receipt thereof; provided that Landlord shall not bear any costs relating thereto, and Landmark shall take all reasonable steps to prevent such inadvertent payments as may be provided by law.

3. NO WAIVER OF OTHER OBLIGATIONS; REMEDIES. Nothing in this Agreement shall be deemed to waive any obligation of Tenant, Landmark, or any Additional Tenant or Replacement Tenant as defined below, to pay applicable taxes, government permit fees, utility or other fees for services provided by Landlord, or payments under other contracts, or any other obligations that do not constitute Rental Payments, or as may be otherwise lawfully owed to or required by law to be paid to Landlord. In the event that Tenant owes to Landlord any fees other than Rental Payments, such fees shall continue to be paid by Tenant to Landlord, although Landmark may collect and distribute same to Landlord. Nothing in this Agreement or in the Lease or Replacement Lease shall waive the City's sovereign immunity or authorize any cause of action or claim for damages of any kind, including costs or attorneys' fees, against Landlord or its officers, agents, attorneys, or employees. The Parties expressly agree that Landmark shall have the remedy of specific performance to enjoin an uncured breach of this Agreement by Landlord; provided that such remedy shall not entitle any person, including without limitation, Landmark, Tenant, and/or any Additional Tenant or Replacement Tenant, to file any claim or action pursuant to or arising under this Agreement against Landlord or its officers, agents, attorneys, or employees for damages of any kind, including costs or attorneys' fees. Nothing in this Agreement or by any reference to Landlord shall be deemed to limit or interfere with Landlord's independent regulatory authority or police powers as a political subdivision or governmental entity, and nothing in this Agreement shall be deemed to waive application of any federal, state, or local law or obligation of Landmark or any other party.

4. EFFECTIVE DATE. This Agreement shall be effective upon mutual execution upon the date of the last Party signing below. Notwithstanding the Effective Date hereof, this Agreement shall be deemed null and void and of no force and effect if Landlord does not receive from Landmark the Purchase Price due under this Agreement on or before **September 28, 2021**.

5. TERM. The term of this Agreement shall commence on the Effective Date and continue until expiration of fifty (50) years from the Effective Date (the "**Term**"). During the Term, Landlord may not terminate this Agreement except in the case of an uncured material default. Landmark further agrees that in the event the Leased Premises is decommissioned, abandoned, or no telecommunications facilities are being operated by any authorized tenant (i.e. Tenant, Replacement Tenant, or any Additional Tenant) ("**Decommissioned**") for a period of thirty (30) consecutive months, the Leased Premises shall be deemed abandoned and this Agreement shall automatically terminate, and Landmark shall thereafter have no further rights under this Agreement and all Landlord rights shall be deemed to thereupon return to Landlord.

6. REPLACEMENT LEASE. Commencing upon the expiration or termination of the Lease (including without limitation, a termination resulting from a default or breach by Tenant or rejection of the Lease in bankruptcy) and continuing to the end of the Term, Landlord shall, and hereby does irrevocably lease the Leased Premises to Landmark (the "**Replacement Lease**") on terms identical to those set forth in the Lease, provided however that: (i) Landmark shall be named as tenant in the place and instead of Tenant and shall be fully subject to the terms and all provisions of the Replacement Lease and this Agreement; (ii) Landlord shall not be entitled to receive any rent for the Replacement Lease other than the Purchase Price and agreements herein (except Collocation Rent as provided in Paragraph 7), it being agreed that the Purchase Price and promises herein constitute good, valuable, and sufficient consideration for the Replacement Lease; (iii) Landmark agrees that it shall not itself operate telecommunications facilities at the Leased Premises (i.e. only Landmark's sublessee/licensee of the Replacement Lease shall be authorized to make use of the Leased Premises under the Replacement Lease, and shall be entitled to operate

telecommunications facilities at the Leased Premises under the Replacement Lease); (iv) the insurance obligations of Landmark as tenant naming Landlord as an additional insured shall be maintained as provided in the Replacement Lease but also in an aggregate amount of not less than \$3,000,000.00, unless otherwise approved by Landlord, with a deductible not to exceed \$50,000; and (v) other modifications if mutually approved by Landlord and Landmark. Upon written request of Landlord, Landmark shall submit within thirty (30) days a Replacement Lease executed by Landmark to Landlord conforming to the requirements of this Agreement for execution by Landlord, if deemed necessary or appropriate by Landlord.

Landmark may sublease or license, all or a portion of the Leased Premises to one tenant at a time (other than approved Additional Tenants) to replace Tenant ("**Replacement Tenant**"), provided such Replacement Tenant is unaffiliated with Landmark, legally authorized to operate telecommunication facilities on terms fully subject to and consistent with all provisions of the Lease, this Agreement, and the Replacement Lease including without limitation indemnification of Landlord and limitation of remedies against Landlord set forth in this Agreement, and Landmark shall require the Replacement Tenant to (i) adhere to all state, federal, and local laws in connection with the use of the Leased Premises, and (ii) obtain, maintain, and name Landlord as an additional insured on its Commercial General Liability insurance in an aggregate amount of not less than \$3,000,000.00, and, unless otherwise approved by Landlord, with a deductible not to exceed \$50,000; provided that this Agreement shall not limit the rent or compensation Landmark may lawfully require from such sublessee or licensee for such sublease or license. Landmark shall provide at least thirty (30) days' notice and copies of the sublease/license to Landlord prior to commencement of same.

7. ADDITIONAL TENANTS. The Parties agree that only one tenant shall be permitted to lease or occupy the Leased Premises at any given time, except for such additional tenants as may be requested by Landmark and agreed to in writing by Landlord, at its sole discretion ("**Additional Tenant**"). In the event Landlord agrees to a sublease or other approval for such Additional Tenant(s), Landmark shall, unless otherwise mutually agreed to in writing between Landlord and Landmark, pay monthly rent (in advance of the first day of each month of authorized Additional Tenant's use) to Landlord for each such approved Additional Tenant ("**Collocation Rent**") in the amount of fifty percent (50%) of the rent paid by such Additional Tenant, but in no event less than nine hundred dollars (\$900.00) per month to be paid to Landlord for each such approved Additional Tenant ("**Minimum**"). The Minimum shall increase by four percent (4%) annually from the Effective Date. The Parties agree that this Collocation Rent contemplates Landlord providing up to one hundred and eighty (180) sq. feet of adjacent additional premises space, if necessary for such Additional Tenant, to be included in any approved Additional Tenant agreement.

8. LANDLORD ESTOPPEL. Landlord certifies that to its knowledge: (a) the Lease is presently in full force and effect as may have been amended, **Exhibit C** is a full and complete copy thereof, and the Lease has not been amended except as shown on **Exhibit C**; (b) any improvements to be made by Tenant have been completed to the satisfaction of the undersigned and no other special conditions to be performed by Tenant exist to effectuate the Lease; (c) Tenant's obligations to pay rent have commenced in full; and (d) Tenant is not currently in default under the Lease, Landlord has not been prepaid any rent under the Lease more than thirty (30) days in advance for any period after **September 30, 2021**, and Landlord is currently receiving the scheduled **annual rent of \$14,648.44 and monthly revenue share of \$2,774.43**, and has asserted no claim of setoff under the Lease or otherwise against rents or other charges due or to become due thereunder.

9. REPRESENTATIONS AND COVENANTS OF LANDLORD. Landlord represents and warrants to Landmark, as of the date executed, that: (a) the execution, delivery, and performance by Landlord of this Agreement does not and will not violate any agreement to which Landlord is a party including mortgages and deeds of trust, or violate or conflict with any law, rule, regulation, judgment, order, or decree to which Landlord is subject

; (b) Landlord has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated, or otherwise transferred any of its right, title, and interest in and to the Lease to any other person; (c) Landlord is not in breach or defaulted on any Landlord's obligations under the Lease; and (d) neither Tenant, nor its agents or contractors, has notified Landlord of Tenant's termination of the Lease or surrender or abandonment of the Lease.

10. REPRESENTATIONS OF LANDMARK. Landmark represents and warrants to Landlord, as of the date hereof, that: (a) this Agreement and all other documents executed by Landmark constitute the legal, valid, and binding obligation of Landmark, enforceable against Landmark in accordance with their terms; (b) Landmark is a validly existing limited liability company and the signatory of this document has the authority to do so under the documents forming the existence of the limited liability company; and (c) the execution, delivery, and performance by Landmark of this Agreement does not and will not violate or conflict with any provision of Landmark's organizational documents or of any agreement to which Landmark is a party or conflict with any law, rule, regulation, judgment, order, or decree to which Landmark is subject.

11. INDEMNIFICATION. Landmark agrees to indemnify, defend with Landlord's choice of counsel, and hold Landlord, its officers, employees, agents, and attorneys harmless from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising from (1) any acts or omissions of Landmark claimed or pursuant to this Agreement, the Lease, the Replacement Lease, and/or any rights granted thereunder, (2) or the breach or Default of this Agreement or Replacement Lease; (3) or from any rights, or acts or omissions in the exercise thereof, of this Agreement, the Lease, or the Replacement Lease, except to the extent solely attributable to the wrongful acts or gross negligence of Landlord, its employees, agents, or independent contractors. If Landlord elects to assume its own defense or retain legal counsel as a result of an event subject to this Paragraph, Landmark shall pay Landlord's reasonable attorneys' fees and court costs. Landmark acknowledges that the physical condition of the Leased Premises as of the Effective Date does not constitute a wrongful act or gross negligence of Landlord. Nothing in this Paragraph shall be deemed to limit any other remedy Landlord may have pursuant to this Agreement or in equity or at law.

12. FURTHER ASSIGNMENT. Upon the Effective Date, Landmark may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest in and to this Agreement and the Lease; provided that the Leased Premises are at the time not Decommissioned and that no recorded encumbrance on the Leased Premises or other real property of Landlord shall be authorized herein, other than the recording of the Memorandum of Lease. This Agreement and the Lease may be assigned to secured parties, successors-in-interest, acquiring entities or individuals, and any other party to whom Landmark may be required to provide collateral or demonstrate credit-worthiness; provided that any such party shall be subject to the terms hereof and must be authorized to do business in Illinois other than an assignment solely of rental payments wherein such receiving party is not legally required to be authorized to do business in Illinois to receive such assignment.

13. LANDLORD RETAINED RIGHTS AND OBLIGATIONS; LANDMARK RIGHT TO CURE. Notwithstanding the foregoing assignments, Landlord shall continue to retain any Landlord rights and obligations (other than as relating to Rental Payments) and Landlord shall be entitled to enforce those rights and remedies of Landlord under the Lease and any Replacement Lease with respect to any obligation of any tenant under the Lease or Replacement Lease, other than for the non-payment of Rental Payments by any tenant to Landmark ("**Tenant's Obligations**"). If Landlord desires to enforce any rights or remedies of Landlord under the Lease or Replacement Lease with respect to Tenant's Obligations, then Landlord shall deliver to the applicable tenant and to Landmark a written notice of a default by Tenant (a "**Tenant Default Notice**"), identifying which of the Tenant's Obligations Landlord believes is in default by tenant and describing in reasonable detail the manner and time in which the default by tenant occurred or arose.

Landmark shall have the right to cure or cause to cure such default and to make Landlord whole upon such Tenant Default Notice if tenant fails to do so. Landmark shall provide copies to Landlord of all notices provided by Landmark to any tenant. If Landmark fails or chooses not to cause the cure of Tenant's Obligations within the applicable time for cure, Landlord may proceed with all applicable Landlord remedies, including without limitation termination of Tenant's, Replacement Tenant's, and/or Additional Tenant's rights under the Lease or Replacement Lease, provided that Landmark may replace such tenant consistent with the terms hereunder for a Replacement Tenant and provided that any default is cured within not more than thirty (30) days after the tenant's cure period in the Lease or Replacement Lease has expired. If a default is not cured after applicable period for cure, Landlord shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action under the Lease against a tenant as a result of the applicable default of tenant that is not timely cured by tenant or Landmark. Except where safety or emergency risks exist, Landlord agrees to delay termination of a tenant as reasonably necessary to accommodate additional time reasonably required by the tenant to cure under circumstances where the (1) tenant has timely taken all reasonable steps to cure the default and (2) has been delayed from achieving a cure only by Acts of God or unreasonable judicial or permitting delays wholly outside its control.

14. DEFAULT. Upon receiving written notice of a default or breach of this Agreement from Landlord, Landmark shall have sixty (60) days to cure such default. Upon receiving written notice of a default or breach of this Agreement from Landmark, Landlord shall have sixty (60) days to cure such default. In the event that the defaulting party fails to cure such default within the applicable cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law except as may be limited by this Agreement. Landlord agrees to delay termination of Landmark as reasonably necessary to accommodate additional time reasonably required by the Landmark to cure under circumstances where (1) Landmark has timely taken all reasonable steps to cure the default and (2) has been delayed from achieving a cure only by Acts of God or unreasonable judicial or permitting delays wholly outside its control.

15. NOTICES. All notices, requests, demands, and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered to **Landlord:** City of Columbia, Illinois, 208 S. Rapp Avenue, Columbia, Illinois 62236; and to **Landmark:** c/o Landmark Dividend LLC, 400 N. Continental Blvd., Suite 500, El Segundo, CA 90245. Either Party hereto may change the place for giving notice to it by written notice to the other as provided for herein.

16. MISCELLANEOUS.

- a. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, such provision shall only be ineffective to the extent of such invalidity, illegality, or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect.
- b. **Amendments, Etc.** This Agreement may not be amended or modified unless in writing signed by the Parties. No act or failure to act shall be deemed to constitute an amendment, modification, waiver, or termination hereof. This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.
- c. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and successors and assigns of the Parties to this Agreement. This Agreement shall run with the land upon which the Leased Premises are located.
- d. **Recording and Memorandum.** Landlord and Landmark shall, as provided above, acknowledge and execute the Form of Memorandum of Lease Purchase Agreement attached in substantially the form as **Exhibit D** and Landmark shall be responsible for recording such document upon receipt

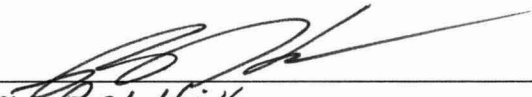
of the signed version from the City as provided above. Landmark's interest in this Agreement and the Lease is intended to include an interest in real property.

- e. **Attorneys' Fees; Interest.** Landlord shall be entitled to its costs and reasonable attorneys' fees in any action arising under this Agreement to which Landlord is a prevailing party. Any payments due under this Agreement to Landlord shall accrue and include interest at the rate of one and one-half percent (1.5%) per month if not received by Landlord within five (5) business days after the applicable due date and all such late payment amounts and interest remaining due shall be added to the monthly principal due.
- f. **Regulatory Authority.** No reference to Landlord shall be deemed to limit, assign, or interfere with Landlord's regulatory authority as a political subdivision or governmental entity, and nothing in this Agreement shall be deemed to waive application of any federal, state, or local law or obligation of Landmark or any other party.
- g. **Further Assurances.** Landlord and Landmark hereby agree to cooperate in good faith to affect the promises set forth herein, provided that nothing herein shall require Landlord to bear any material cost in such furtherance thereof. The covenant contained in this clause shall survive the execution, delivery, and recordation of the Memorandum of Lease Purchase Agreement contemplated hereby.
- h. **Lawful Agreement; No Inducement.** Landmark and Landlord agree that this is a lawful agreement and each agrees not to challenge any provision herein as unlawful or unenforceable. The Parties each acknowledge by acceptance of this Agreement that it has not been induced to enter into this Agreement upon any understanding or promise, whether given verbally or in writing by or on behalf of any party, or by any other person concerning any term or condition of this Agreement not expressed herein.
- i. **No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any third-party beneficiary rights or confer upon, or to give to, any person or entity any right, remedy, or claim for damages against the City, or any officer agent, attorney, or employee, under or by reason of this Agreement (including use of the Leased Premises) or the Lease.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed.

LANDLORD:

CITY OF COLUMBIA, ILLINOIS
a municipal corporation

By: 
Name: Bob Hill
Title: Mayor
Date: 9-7-2021

LANDMARK:

LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: Authorized Signatory
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Commencing at a stone at the Southeast corner of Section 10 of T. 1 S., R. 10 West of the 3rd P. M. in Monroe County, Illinois, thence West 1094.5 feet, along the South line of said Section 10, to a point of beginning; thence North 200 feet to a point; thence East 516 feet to a post; thence N. 4° E. 340 feet to a point in the center of a public road, thence N. 27° W. 105 feet along the center of said public road; thence N. 43° 30' W. 902 feet along the center of said public road, thence N. 17° W. 275 feet along the center of said public road; thence N. 31° 45' W. 182 feet along the center of said public road; thence N. 71° W. 83 feet along the center of said public road to the intersection of said line with the South right of way line of the Columbia and Millstadt Railroad Company; thence Westerly along the said South right of way line an approximate distance of 1230 feet to the intersection of said line with the West line of the SE¹/₄ of said Section 10; thence South 657 feet along the said West line of the SE¹/₄ to the intersection of said line with the Easterly line of Survey 417, Claim 228; thence S. 26° 30' E. 1229.5 feet along the said Easterly line of Survey 417, Claim 228 to a stone at the intersection of said Easterly line with the South line of said Section 10; thence East 1032.3 feet along the said South line of Section 10, to the place of beginning, containing 61.19 acres, more or less, and being part of the SE¹/₄ of Section 10, and part of Survey 557, Claim 598 in T. 1 S., R. 10 West of the 3rd P. M. in Monroe and St. Clair Counties, Illinois.

EXHIBIT B

LEASED PREMISES

Exhibit A-1

IL-5250

TOWER AREA DESCRIPTION:

A TRACT OF LAND IN FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 AND THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE EASTERLY ALONG THE SOUTHLINE OF SAID FRACTIONAL SECTION 10 S90°E, 120'; THENCE NORTHERLY LEAVING THE SOUTH LINE OF SAID FRACTIONAL SECTION 10 N00°13'18"W, 59.86' TO A POINT ON THE EASTERN LINE OF A TURNAROUND AND UTILITY EASEMENT RECORDED IN DDED BOOK 188 PAGE 525 OF THE MONROE COUNTY, ILLINOIS RECORDS, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING HEREIN DESCRIBED LEASE TRACT, THENCE NORTHERLY ALONG THE EASTERN LINE OF THE AFOREMENTIONED TURNAROUND AND UTILITY EASEMENT THE FOLLOWING COURSES AND DISTANCES, N00°13'18"W, 39.39'; N44°46'42"E, 15'; N00°13'18"W, 20'; THENCE EASTERLY LEAVING THE EASTERN LINE OF AFOREMENTIONED TURNAROUND AND UTILITY EASEMENT, N89°46'42"E, 164.66'; THENCE S00°13'18"E, 70'; THENCE S89°46'42"W, 175.26' TO THE POINT OF BEGINNING, AND CONTAINING 12,000 SQUARE FEET, MORE OR LESS.

PIN# 04-10-400-001-000

NON-EXCLUSIVE ACCESS EASEMENT DESCRIPTION:

A STRIP OF LAND THROUGH PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES OVER A STRIP OF LAND 20' WIDE, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF U.S. SURVEY 417, CLAIM 228, AND THE SOUTHERLY LINE OF SAID FRACTIONAL SECTION 10; THENCE S89°26'23"E ALONG SAID SOUTHERLY LINE OF FRACTIONAL SECTION 10 A DISTANCE OF 100'; THENCE N00°33'37"E, 31.72' TO THE POINT OF BEGINNING; THENCE S88°29'18"E ALONG SAID CENTERLINE 295.45'; THENCE N85°31'59"E, 50'; THENCE N86°54'25"E, 155.90'; THENCE N89°41'38"E, 160.35'; THENCE S88°53'35"E, 75.50' TO A POINT OF CURVATURE; THENCE WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 110' AND AN ARC DISTANCE OF 125.25' TO THE POINT OF TANGENCY; THENCE N25°52"E, 100' TO A POINT OF CURVATURE; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 90' AND AN ARC DISTANCE OF 118.17' TO A POINT OF TANGENCY; THENCE S78°54'17"E, 120' TO A POINT OF CURVATURE; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 110' AND AN ARC DISTANCE OF 154.79' TO THE POINT OF TANGENCY; THENCE N20°28'15"E, 162' TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 194.56' TO THE POINT WHERE THE CENTER OF SAID EASEMENT INTERSECTS THE WEST RIGHT OF WAY LINE OF A COUNTRY ROAD BEING THE POINT OF TERMINUS OF SAID EASEMENT, TOGETHER WITH THE FOLLOWING DESCRIBED TURNAROUND & UTILITY EASEMENT, AND CONTAINING 33,840 SQUARE FEET, MORE OR LESS.

NON-EXCLUSIVE TURNAROUND & UTILITY EASEMENT DESCRIPTION:

A PARCEL OF LAND IN PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 AND THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE N25°43'5"W ALONG THE EASTERLY LINE OF U.S. SURVEY 417, CLAIM 228, 111.53'; THENCE S89°26'23"E, 149.38' TO THE POINT OF BEGINNING; THENCE N00°33'37"E, 50'; THENCE S89°26'23"E, 20'; THENCE S00°33'37"W, 10'; THENCE S44°26'23"E, 15'; THENCE S89°26'23"E, 10'; THENCE S00°33'37"W, 20'; THENCE N89°26'23"W, 10'; THENCE S45°33'37"W, 15'; THENCE S00°33'37"W, 57.40'; THENCE N88°29'18"W, 20'; THENCE N00°33'37"E, 58.28' TO THE POINT OF BEGINNING, AND CONTAINING 2,694 SQUARE FEET, MORE OR LESS.

EXHIBIT C

LEASE

735

SITE LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 17th day of OCTOBER, 1996, by and between the CITY OF COLUMBIA, MONROE AND ST. CLAIR COUNTIES, ILLINOIS, a municipal corporation and body and both corporate and politic of the State of Illinois, hereinafter referred to as the "CITY" or the "LANDLORD" and "AT&T WIRELESS PCS, INC.", a Delaware Corporation, by and through its agent, WIRELESS PCS, INC., a Delaware Corporation, licensed to do business in the State of Illinois, hereinafter referred to as "TENANT", WITNESSETH:

WHEREAS, the CITY is the owner of a parcel of land the Northern Boundary of which is 200 feet, more or less, the Eastern Boundary of which is 60 feet, more or less, the Southern Boundary of which is 200 feet, more or less and the Western Boundary of which is 60 feet, more or less, which parcel of land is more particularly depicted on the "Preliminary Site Plan" attached hereto as Exhibit "A" and by reference made part hereof, as the "Proposed Lease Area", hereinafter referred to as the "Premises";

WHEREAS, the Premises are located on a larger parcel of land conveyed to the City by Warranty Deed recorded in the St. Clair County, Illinois Recorder's Office in Book of Deeds 2200 on Page 434 and in the Monroe County, Illinois Recorder's office in Book of Deeds 104 on Page 383 as more specifically described on Exhibit "B" attached hereto and by reference made part hereof (the "Tract");

WHEREAS, at or near the Premises are parcels of land the City has leased to CyberTel Cellular Telephone Company and Eastern Missouri Cellular Partnership, d/b/a Southwestern Bell which are being used and occupied by them as communication sites similar to or the same as those proposed by the tenant in this lease;

WHEREAS, access to the Premises will be provided by a road, twenty (20) foot, more or less, in width, which belongs to the CITY and runs from Bremser Road in a southwesterly then westerly

direction to the Southwestern Bell Site (hereinafter referred to as the "Gravel Road") and by a road right-of-way easement the CITY will provide to TENANT as depicted on Exhibit "A" attached hereto and by reference made part hereof, said road right-of-way from the gravel road to the Premises being hereinafter referred to as the "Access Road"; and,

WHEREAS, TENANT desires to lease said Leasehold Premises for the purpose of constructing, operating and maintaining a radio transmission facility thereat and thereon.

NOW, THEREFORE, in consideration of the premises and the terms, conditions and rentals in this Lease Agreement set forth, the CITY and TENANT agree as follows:

(1) Leasing of Leasehold Premises. The CITY hereby leases to TENANT and TENANT hereby takes and leases from the CITY the Exhibit "A" parcel of land, along with a road right-of-way easement for ingress to and egress from said Leasehold Premises twenty-four (24) hours per day, seven (7) days per week for the term of this lease, on, over, along and across the Access Road connecting the Premises to Bremser Road and the Gravel Road connecting the Access Road to Bremser Road as shown on Exhibit "A".

Within six (6) months (180 days) after the date of this Agreement, TENANT will obtain a accurate metes and bounds out-boundary description of the Premises and access road description to be prepared by a Registered Land Surveyor of TENANT's selection and at TENANT's expense, to be approved by the CITY and attached hereto as Exhibit "B" and by reference made part hereof. The Exhibit "B" legal description will take precedence over the Exhibit "A" legal description of the Leasehold Premises and Access Road and it shall be the legal description relied on by the parties in applying and enforcing the terms of this Lease Agreement.

The CITY shall provide such permits and easements as shall be required by all utility companies providing utility services to TENANT, including the electric and telephone companies providing electric and telephone services to the Premises for TENANT, same to be in the utility easement the CITY granted to Eastern Missouri Cellular Limited Partnership for its Southwestern Bell site and to Cybertel Cellular Telephone Company for its Cybertel Lease Site or at such other location on the CITY's property as the CITY and the pertinent utility company shall decide, for the purpose of providing the necessary utility services for TENANT's communication tower and equipment to be maintained and used on the Leasehold Premises.

(2) Temporary Construction Easement. During the period between the execution of this Lease and the lease commencement date as set forth in Section (5) of this Lease, the TENANT shall have, and the LANDLORD hereby grants to the TENANT, a temporary

construction easement to use portions of the Leasehold Premises reasonably necessary for the storage of materials and staging of construction.

(3) Lease Purpose. The Leasehold Premises shall not be used for any purpose other than for the construction, operation and maintenance of a radio transmission facility without the written consent of the CITY, said consent not to be unreasonably withheld. With regard thereto, TENANT may erect, use, maintain, repair, improve or replace a communication tower structure, communication gear, related equipment service building, generator, and air conditioning unit, emergency power generator, antenna, transmitters, receivers, microwave dishes and related facilities and equipment including supports, foundations, buttresses, anchors, and other appurtenances, and shall have the right to install, use, maintain, replace or remove on the Premises lines for power or telephone circuits above ground or below ground with necessary supports or appurtenances therefor. TENANT shall have the right to fence the Premises. TENANT may enter upon the Premises and adjacent land of the CITY prior to the Lease Commencement Date for the purpose of making surveys and conducting soils, engineering and other test, other than on the Eastern Missouri Cellular Limited Partnership, Southwestern Bell Lease Site and the Cybertel Cellular Telephone Company, Cybertel Lease Site. TENANT shall pay to the CITY all damages and expenses caused to the CITY's property by such preliminary entry on the Premises. TENANT shall have the right to clear and thereafter to keep the Premises and the Access Road and the Gravel Road and any utility easement area clear of trees, bushes or rocks. The CITY's farm tenant may plant crops in the utility easement area, at said tenant's risk and expense. In the event it is necessary for TENANT to damage crops growing in said easement for construction and installation of public utilities or maintenance of the same, TENANT shall not be liable or responsible to the CITY or the CITY's farm tenant for crop damages caused. If the construction, operation or maintenance of the communication tower structure results in damage to adjacent lands of the CITY, TENANT shall pay the CITY for such damage.

(4) Lease Term. The initial term of this Lease shall be five (5) years commencing on the "Commencement Date", as hereinafter defined, and shall expire, unless sooner terminated as herein provided, at Midnight, on the date five (5) years thereafter. The term of this Lease shall automatically be extended for five (5) consecutive additional extended terms of five (5) years each, on the same terms and conditions as stated herein (except for amount of rent payable as hereinafter provided), unless TENANT shall give the CITY notice at least thirty (30) days prior to expiration of the then current term of TENANT's election not to extend the Lease, in which event, upon the expiration of the then current lease term, this Lease shall expire and terminate. Any reference in this Lease to the "term" hereof shall include the initial five (5) year term and any such additional extended terms.

(5) Lease Commencement Date. The rights and obligations of TENANT under this Lease are contingent upon TENANT obtaining all necessary approvals from the FAA, the FCC, Monroe County, Illinois or any other governmental authority having jurisdiction over the Premises, to erect a communication tower structure, communication gear, related equipment service building, fencing, emergency power generator, above-ground fuel storage tank, air conditioning equipment, antenna, transmitters, receivers, microwave dishes and related facilities and equipment, subject only to such terms and conditions as may be acceptable to TENANT in its sole discretion. The rights and obligations of TENANT under this Lease are further contingent upon TENANT receiving, at TENANT's expense, site condition, topographic, engineering, soils, surveys, environmental, title and other reports on or concerning the Premises to determine its desirability and suitability for TENANT's intended use of the Premises, such reports and other matters to be acceptable to TENANT in its sole discretion. TENANT shall have six (6) months (180 days) after the date of execution of this Lease by both parties to give the CITY written notice of satisfaction or waiver of such contingencies, and the date, not to exceed thirty (30) days after the expiration of the aforesaid contingency period (regardless of when such contingencies shall have been waived or satisfied), on which the term of this Lease shall commence (the "Commencement Date"). In the event TENANT fails to give the notice to the CITY of the satisfaction or waiver of such contingencies within the aforesaid contingency satisfaction period or in the event TENANT shall at any time during such contingency satisfaction period give written notice to the CITY of cancellation of this Lease due to failure of any said contingencies, this Lease shall become null and void, and of no further force or effect, and neither the CITY nor TENANT shall have any further liability hereunder. The contingencies stated herein are for the benefit of TENANT, and TENANT may, in its sole discretion, elect to waive any such contingencies by written notice thereof given to the CITY.

(6) Rental. TENANT covenants and agrees to pay to the CITY, as and for the rental for the Premises during the initial term of this Lease, an annual rental of Six Thousand Dollars (\$6,000) per year, payable in advance commencing on the Commencement Date and continuing on the same day of each year thereafter during the initial term hereof. Rent for any partial year during the initial term (and any extended term) of this Lease shall be payable on an adjusted basis, with the annual rent being prorated for the number of days in such partial year on the basis of three hundred sixty five (365) days to the year.

Each fifth (5th) anniversary of the Commencement Date, (i.e., at the beginning of each extended term) the annual rental payable shall change and be increased by Twenty-Five Percent (25%) of the rent paid over the preceding term, as follows:

<u>Anniversary of the Commencement Date</u>	<u>Annual Rental</u>
Fifth	\$ 7,500.00
Tenth	\$ 9,375.00
Fifteenth	\$ 11,718.75
Twentieth	\$ 14,648.44
Twenty-fifth	\$ 18,310.55

(7) Early Termination of Lease. Notwithstanding anything contained in this lease to the contrary, TENANT shall have the absolute right at any time and from time to time during the term of this Lease to terminate this Lease and all obligations of TENANT to the CITY under this Lease upon thirty (30) days written notice in the event that: (1) the Federal Communications Commission, or any other local, state or federal governmental agency, shall cancel or refuse to renew or issue any necessary licenses, permits or approval necessary to utilize the transmitters or other equipment to be installed and located on or within the premises; or (2) a building or other structure is constructed or some other event occurs which obstructs or interferes with the radio communication paths to or from antenna, transmitters or other equipment installed by TENANT on or within the Premises.

(8) Indemnity. TENANT agrees to hold the CITY safe, harmless, free and indemnified against any and all claims of liability or loss from personal injury or property damage rising out of TENANT's operation and use of the Premises (including payment of all reasonable attorney's fees and costs incurred by the CITY as a result of said alleged claims of liability or loss) provided said claims of liability or loss are not caused by the negligence or willful misconduct of the CITY or the CITY's agents and employees.

(9) Maintenance of Premises and Access Road. TENANT, Cybertel and Eastern Missouri Cellular Limited Partnership shall be responsible for maintenance, repair and necessary improvement of the gravel road for the terms of their respective leases as they shall determine and agree. TENANT, at its own cost and expense shall maintain the Leasehold Premises and improvements (unless removed or demolished) hereafter situated thereon in good condition and repair the entire term of this Lease. The CITY shall have no responsibility to effect any repairs or replacements in connection with the Premises.

(10) Removal of Improvements on Termination of the Lease. Upon the expiration or sooner termination of the lease, the communication tower and/or the TENANT's equipment building to be constructed and operated on the premises will either be abandoned to the CITY or removed from the premises by the TENANT, whichever the CITY decides. The TENANT shall, however, have the right to remove all of its other equipment, cables, trays, antennas,

fixtures, appurtenances, attachments and similar or related items of any kind or nature. Notwithstanding anything contained in this item of the agreement to the contrary, however, TENANT shall have the ability to replace the communication tower, its antennas and other equipment, on an as needed basis, as determined by the TENANT, during the entire term of this lease provided, however, that if the tower or equipment building are removed from the premises they will be replaced by the TENANT, at the TENANT's sole expense, with a communication tower and/or equipment building that will satisfy the needs of the CITY for its remote communication receiving and transmitting uses and purposes.

(11) Premises Liability Insurance. TENANT will provide during the full term of this Lease Agreement, and any renewal terms thereof, comprehensive general premises liability insurance coverage for the Leasehold Premises with one (1) or more qualified and rated insurance companies approved by the CITY, with the following minimum limits of liability insurance coverage for CITY and TENANT:

Bodily Injury Coverage:	\$1,000,000 for injury to any one person and \$2,000,000 for all injuries sustained by more than one person in any one occurrence.
Property Damage Coverage:	\$100,000 for damage as a result of any one accident or occurrence.

TENANT agrees to furnish the CITY annually during the entire term of this lease and any renewal term thereof with a certificate or certificates of insurance certifying that TENANT has in force and effect the above-specified comprehensive premises liability insurance coverage and that the CITY is named as an additional insured on the same. Further, TENANT will require that all insurers providing premises liability insurance for the Leasehold Premises will be required to notify the CITY at least thirty (30) days prior to the termination of insurance coverage of their intention to terminate said insurance coverage.

(12) Utilities. Utility services provided for the Leasehold Premises shall be separately metered, billed to and said utility bills paid by TENANT during the entire term of this Lease Agreement, including but not limited to such of the following utilities as serve the Premises, to wit: telephone, electric, gas, and water.

(13) Real Estate Taxes. During the entire term of this Lease Agreement and any renewal term thereof, TENANT shall be responsible for payment of all ad valorem property taxes assessed against the Premises and any other taxes that may be assessed against the

Premises as a result of the improvements made to the Premises by TENANT.

(14) Binding Effect. This Lease Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto. Consequently the same, if recorded, shall be binding upon subsequent purchasers of the real estate premises that are the subject of this Lease Agreement.

(15) Covenant of Quiet Enjoyment. The CITY covenants and agrees that TENANT, on paying the rental and performing the covenants incumbent on it under this Lease Agreement, shall and may peaceably and quietly have, hold and enjoy the Premises and Access Road for their intended purposes.

(16) Governing Law. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Illinois.

(17) Notices. All notices required under this Lease Agreement must be in writing and shall be deemed validly given if sent by certified mail, postage prepaid, addressed as shown below (or to any other address that the party to be notified may have advised the sender by like notice of) to wit:

TENANT: AT&T Wireless PCS, Inc.
424 S. ~~High~~ Woods Mill Road, Ste. 375
~~Cherry~~ ~~Country~~ Country, Missouri 63017
Attn: PCS Property Manager
Telephone: (314) ~~891-3251~~
275-3297

and

AT&T Wireless PCS, Inc.
Southwest Region Legal Department
5757 Alpha Road, Suite 1000
Dallas, Texas 75240
Attn: PCS Contracts Administrator
Telephone: (214) 776-4484

CITY: Mayor and City Clerk
Columbia City Hall
208 S. Rapp Avenue
P. O. Box 467
Columbia, Illinois 62236

and

Adams and Huetsch
Attorneys at Law
321 Wedgewood Square

P. O. Box 647
Columbia, Illinois 62236.

(18) Sublease or Assignment. This Agreement may be sold, assigned, or transferred by TENANT and/or the Premises may be subleased by TENANT at any time without the consent of CITY, to a subsidiary, partner or affiliate of TENANT, or to a successor to the primary business offered by TENANT. Any other sublease or assignment shall require written approval of the CITY, such consent not to be unreasonably withheld.

(19) Recording. This Lease Agreement or memorandum thereof, whichever TENANT requires, shall be recorded in the office of the Monroe County, Illinois Recorder at TENANT's expense.

(20) Merchantable Title. The CITY warrants and covenants that it is seized of good and merchantable title to the Leasehold Premises, Gravel Road and Access Road and has full right and authority to make, enter into and execute the Lease Agreement.

At TENANT's option, TENANT may obtain at TENANT's sole cost and expense, prior to the Lease Commencement Date, a title insurance commitment, tract index search, title certificate or other evidence of ownership and title to the Leasehold Premises, Gravel Road and Access Road as TENANT may desire. In the event a search of the record title to the property discloses any liens, restrictions, reservations, easements, judgments or incumbrance that are not subordinate to this Lease Agreement and jeopardize the ability of the CITY to deliver quiet and peaceful enjoyment of the Premises, Gravel Road and Access Road for their intended purpose to TENANT, TENANT may rescind this Agreement and thereby be relieved of any further obligation to make any payments or do and perform any obligations under the Lease Agreement and any payments theretofore made by TENANT to the CITY shall be refunded to TENANT by the CITY.

(21) Entire Agreement. This written Lease Agreement includes the entire agreement and understanding between the parties with regard to the Leasehold Premises and Access Road and supersedes all prior or contemporaneous negotiations, comments, representations, writings and/or oral agreements or understandings made and entered into between the parties. The parties made and executed this Agreement for the consideration herein expressed.

(22) Amendments. All amendments, additions, modifications or variations of this Agreement shall be in writing, signed by the parties hereto and made part hereof or shall be of no force and effect.

(23) Good Maintenance and Repair. TENANT shall keep all improvements constructed and installed on the TENANT Lease Premises in good appearance, good order and repair and shall keep the weeds

trimmed and grass mowed on the Premises. Upon termination of the lease, TENANT shall remove TENANT's real and personal property from the Premises at TENANT's cost, as described in Paragraph 10 hereof.

(24) Default by TENANT. If TENANT fails to promptly make the rental payments due under this Agreement or otherwise fails to do and perform any other obligation undertaken by TENANT under this Agreement after thirty (30) days written notice to TENANT by the CITY describing the default and allowing TENANT thirty (30) days to cure the default, the CITY may terminate this lease by recording in the office of the Monroe County, Illinois Recorder a Notice of Lease Termination and may retain any payments theretofore made by TENANT to the CITY as liquidated damages for the default, or alternatively, the CITY shall have every other remedy provided by law or equity for such default, including specific performance or an action for money damages sustained by the default.

(25) Default by CITY. If the CITY fails to promptly perform its obligations under this Agreement after thirty (30) days written notice to the CITY by TENANT describing the default and allowing the CITY thirty (30) days to cure the default, TENANT shall have every remedy provided by law or equity for such default, including specific performance or an action for money damages sustained by the default.

(26) Attorney's Fees and Costs. If there is a default under this Agreement by either of the parties hereto and thereby it becomes necessary for the party not in default to retain the services of an attorney to enforce or terminate the Agreement, all reasonable attorney's fees, court costs and other costs reasonably necessary to be incurred in enforcing or terminating the Agreement shall be paid by the party found to be in default and the same may be made part of any judgment entered in court proceedings instituted in a court of competent jurisdiction to enforce or terminate the Lease Agreement.

(27) Environmental Representations. To the best of the CITY's knowledge, on the Commencement Date, the Premises and the Access Road shall be free of all underground storage tanks, asbestos, petroleum products, hazardous wastes and hazardous substances as defined under all applicable federal and state environmental laws and all regulations thereunder.

(28) Interference. The CITY, its successors and assigns, shall not use, allow, or permit the Tract or any of its other adjacent property to be used in any manner which will materially impair the use of the radio structure, antennae, equipment and facilities hereafter erected or located upon the Premises by TENANT or allow any use in any way as shall cause any destructive or conflicting interference with the radio, telephone, or communications signal to and from the facilities of TENANT. TENANT acknowledges that the use of the Southwestern Bell Lease Site and

the CyberTel Cellular Telephone Company Lease Site for their leasehold uses and purposes as a cellular telephone transmission facilities will not cause any such conflicting or destructive interference.

(29) Joint Use and Benefit of Facilities. For the future use of the CITY, as needed by the CITY and as determined by the CITY during the term of this lease, the CITY may use the communication tower and tower site for communication remote transmitter and receiver uses and purposes, and the TENANT will provide the CITY with the following privileges and benefits in connection therewith, as follows:

(A) The landlord (the CITY) may be licensed to operate remote communications transmitters and receivers using the TENANTS communication tower and site involved in this lease. The TENANT shall provide to the CITY any assistance needed by the CITY in applying for and obtaining the necessary license or licenses to operate the remote communication transmitters and receivers from the communication site.

(B) The communication tower to be constructed by the TENANT on the leasehold premises shall be of adequate height to allow for the CITY's use for remote communication transmission and receiving uses and purposes. The parties stipulate and agree that the height of the CyberTel Cellular Telephone Company and the Eastern Missouri Cellular Partnership d/b/a Southwestern Bell towers on the landlord's premises at or near the location of the leasehold premises involved herein are of sufficient height to provide for the CITY's remote communication needs.

~~(C) Subject to load capacity of the communication tower and related problems, the communication tower to be constructed by the tenant shall be designed to accommodate up to ten (10) antennas for ten (10) transmitters and receivers. Installation of the antennas on the communication tower shall be by the TENANT and shall be subject to the TENANT's approval as to type, nature, orientation and position on the tower. The TENANT shall purchase and provide the landlord with the necessary antennas (be they tubular type, microwave dish type or other type), the type and quality of the antennas to be as is mutually agreed upon by the parties.~~

See
Addendum

~~(D) The leasehold premises shall be fenced by the time the CITY would need to use the transmission site for remote communication transmitting and receiving. The size and location of the TENANT's equipment building on the site and the fencing of the site shall be so designed~~

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LS

~~and located as to permit the CITY to construct, install and maintain an equipment building for its remote communication transmission and receiving uses and purposes. The CITY's equipment building may be attached to the TENANT's or freestanding, as the CITY shall decide. While the CITY will not have access to the TENANT's equipment building the CITY will have free access to the site for ingress and egress to its equipment building and communication equipment.~~

See
Addendum

~~(E) The TENANT shall provide to the City radio cables for remote transmitters and receivers as and when needed, of a type, kind, quality and quantity to be mutually agreeable to the parties.~~

(E) Pursuant to the communication license or licenses to be issued to the CITY for remote communication transmission and receiving at the tower site, the TENANT shall allow the landlord free access to the tower site and the tower (not the TENANT's equipment building and the equipment stored, contained and operated therein), subject to the TENANT's security needs and procedures.

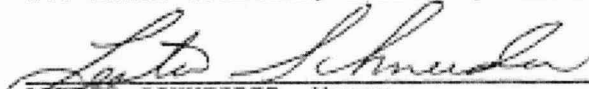
(F) Upon expiration or sooner termination of the lease, the tower and/or equipment building will either be abandoned to the CITY or removed from the premises, whichever the CITY decides. The tenant, however, shall have the right to remove all of its equipment, cables, trays, antennas, fixtures, appurtenances, attachments and similar or related items of any kind or nature. Notwithstanding anything contained in this agreement to the contrary, however, the TENANT shall have the ability to replace the communication tower, antennas and equipment, on an as needed basis, as determined by the TENANT, during the entire term of this lease (e.g., where technology dictates a change is necessary). However, any tower that is removed will be replaced with a tower that will service the uses, purpose and needs of the CITY with regard to its remote communication transmission and receiving needs.

(30) Waiver of Landlord's Lien. The landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this lease, regardless of whether any portion is deemed real or personal property under applicable law. Notwithstanding anything contained in this paragraph to the contrary, however, upon the expiration or sooner termination of the lease, the tower and/or equipment building will either be abandoned to the CITY or removed from the premises, whichever the CITY decides, in accordance with

the provisions contained in Sections 10 and 29 of this Agreement.

IN WITNESS WHEREOF the parties hereto have made and entered into this Agreement on the date first above written.

CITY OF COLUMBIA, Monroe and
St. Clair Counties, Illinois, LESSOR


LESTER SCHNEIDER, Mayor

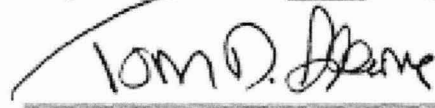
Attest:


WESLEY J. HOEFFKEN, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that Lester Schneider and Wesley J. Hoeffken, personally known to me and known to me to be the Mayor and City Clerk, respectively, of the CITY OF COLUMBIA, Monroe and St. Clair Counties, Illinois, appeared before me in person this date and acknowledge that they signed and delivered the above and foregoing document pursuant to ordinance of said CITY duly enacted which authorized them to do the same, as their free and voluntary act and deed and as the free and voluntary act and deed of said CITY OF COLUMBIA, Monroe and St. Clair Counties, Illinois for the uses and purposes therein set forth.

Given under my hand and notary seal this 5th day of AUGUST, 1996.


Notary Public

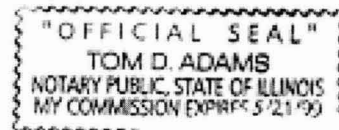
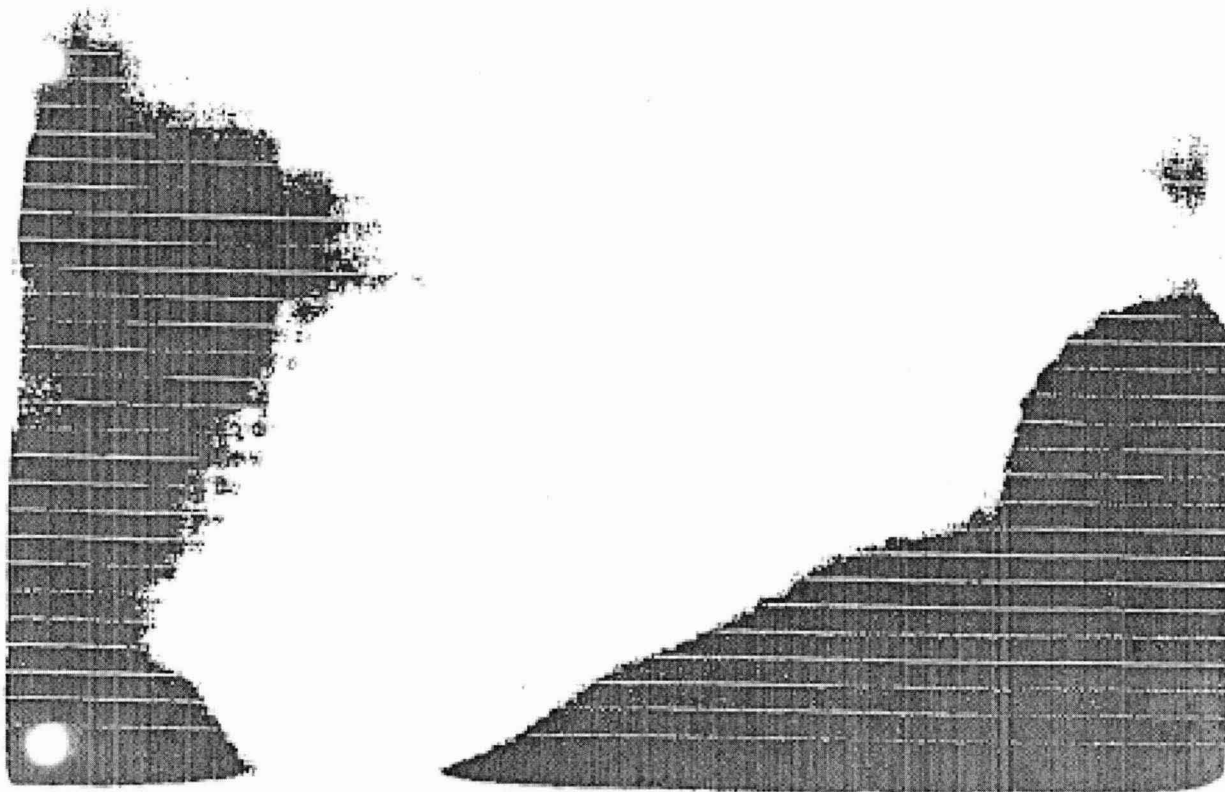


Exhibit B

Commencing at a stone at the Southeast corner of Section 10 of T. 1 S., R. 10 West of the 3rd P. M. in Monroe County, Illinois, thence West 1094.5 feet, along the South line of said Section 10, to a point of beginning; thence North 200 feet to a point; thence East 516 feet to a post; thence N. 4° E. 340 feet to a point in the center of a public road, thence N. 27° W. 105 feet along the center of said public road; thence N. 43° 30' W. 902 feet along the center of said public road, thence N. 17° W. 275 feet along the center of said public road; thence N. 31° 45' W. 182 feet along the center of said public road; thence N. 71° W. 83 feet along the center of said public road to the intersection of said line with the South right of way line of the Columbia and Millstadt Railroad Company; thence Westerly along the said South right of way line an approximate distance of 1230 feet to the intersection of said line with the West line of the SE $\frac{1}{4}$ of said Section 10; thence South 657 feet along the said West line of the SE $\frac{1}{4}$ to the intersection of said line with the Easterly line of Survey 417, Claim 228; thence S. 26° 30' E. 1229.5 feet along the said Easterly line of Survey 417, Claim 228 to a stone at the intersection of said Easterly line with the South line of said Section 10; thence East 1032.3 feet along the said South line of Section 10, to the place of beginning, containing 61.19 acres, more or less, and being part of the SE $\frac{1}{4}$ of Section 10, and part of Survey 557, Claim 598 in T. 1 S., R. 10 West of the 3rd P. M. in Monroe and St. Clair Counties, Illinois.

09-10-900-001-0011



ADDENDUM TO SITE LEASE AGREEMENT

by and between

City of Columbia, Monroe County and St. Clair Counties, Illinois ("Landlord") and AT&T Wireless PCS, Inc., by and through its agent Wireless PCS, Inc. (Tenant)

This Addendum to Site Lease Agreement ("Addendum") is executed this 17th day of October, 1996, by and between City of Columbia, Monroe and St. Clair Counties, Illinois ("Landlord" and AT&T Wireless PCS, Inc. by and through its agent Wireless PCS, Inc. ("Tenant") and modifies as herein set forth the terms and conditions of that certain Site Lease Agreement ("Lease") by and between Landlord and Tenant dated October 17, 1996. All terms and conditions of the lease are fully incorporated within this Addendum by this reference. In the event of any inconsistency between the terms and conditions of this Addendum and the Lease, those of this Addendum shall govern and the inconsistent terms of the Lease shall be deemed revoked and of no force or effect. However, except as otherwise specifically set forth in this Addendum, the Lease is not modified, amended, supplemented or revoked and remains of full force and effect and binding on the parties thereto.

29.(C) At Tenant's sole cost, Tenant will design and install a tower that will be capable of holding both Tenant's PCS antennas and at least nine (9) 2-way antennas on a steel platform for the Landlord. The platform slot on the tower will be reserved for the Landlord's future potential use. The "typical" 2-way antenna that the Landlord would expect to install on the tower will be fiberglass construction with approximate dimensions of one and one-half (1 1/2) inch diameter by twelve (12) foot length.

29.(D) Tenant agrees to assist Landlord in the purchase and obtaining of Landlord's radio communications equipment in an amount not to exceed Five Thousand Dollars (\$5,000).

LANDLORD:


CITY OF COLUMBIA, MONROE AND
ST. CLAIR COUNTIES, ILLINOIS

BY: 
LESTER SCHNEIDER, Its Mayor

TENANT:

AT&T WIRELESS PCS, INC., a
Delaware corporation

BY: Wireless PCS, Inc., its
agent

BY: 
H. LEE MASCHMANN, Its Vice-
President, PCS Development

ADDENDUM TO SITE LEASE AGREEMENT

by and between

City of Columbia, Monroe and St. Clair Counties, Illinois ("Landlord") and
AT&T Wireless PCS Inc., by and through its agent Wireless PCS Inc. ("Tenant")

This Addendum to Site Lease Agreement ("Addendum") is executed this 17th day of OCTOBER 1996, by and between City of Columbia, Monroe and St. Clair Counties, Illinois ("Landlord") and AT&T Wireless PCS Inc. by and through its agent Wireless PCS Inc. ("Tenant") and modifies as herein set forth the terms and conditions of that certain Site Lease Agreement ("Lease") by and between Landlord and Tenant dated OCTOBER 17, 1996. All terms and conditions of the Lease are fully incorporated within this Addendum by this reference. In the event of any inconsistency between the terms and conditions of this Addendum and the Lease, those of this Addendum shall govern and the inconsistent terms of the Lease shall be deemed revoked and of no force or effect. However, except as otherwise specifically set forth in this Addendum, the Lease is not modified, amended, supplemented or revoked and remains of full force and effect and binding on the parties thereto.

29.(C) The Landlord shall have the right to install, at its expense, any antennae, dishes, cables, or other reasonable communications equipment needed for its municipal governmental operations on Tenant's tower, provided the tower is of sufficient structural integrity to handle said equipment, and subject to the interference provisions of this Lease. Tenant agrees to cooperate with and assist Landlord in the positioning and placement of said equipment.

29.(D) Tenant agrees to assist Landlord in the purchase and obtaining of Landlord's radio communications equipment in an amount not to exceed Five Thousand Dollars (\$5,000).

LANDLORD:

CITY OF COLUMBIA, MONROE AND ST. CLAIR
COUNTIES, ILLINOIS

By Lester Schneider
Lester Schneider
Its Mavor

TENANT:

AT&T WIRELESS PCS INC., a Delaware corporation

By: Wireless PCS Inc., its agent

By H. Lee Maschmann
H. Lee Maschmann
Its Vice President, PCS Development

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AMENDMENT TO SITE LEASE AGREEMENT

This AMENDMENT TO SITE LEASE AGREEMENT (this "Amendment") is entered into this 22nd day of April, 1997, between City of Columbia, Monroe and St. Clair Counties, Illinois ("City"), and AT&T Wireless PCS Inc., a Delaware corporation, by and through its agent, Wireless PCS Inc., a Delaware corporation ("Tenant"), and amends that certain Site Lease Agreement (the "Agreement") entered into between City and Tenant dated October 17, 1996.

For good and valuable consideration, the parties agree as follows:

1. That the Agreement is hereby amended in order to reflect the relocation of the Premises as shown on Amended Exhibit A, Actual Site Plan, to the Site Lease Agreement. The second WHEREAS clause on page 1 of the Agreement, as amended, shall read as follows:

WHEREAS, the CITY is the owner of a parcel of land the Northern Boundary of which is 200 feet, more or less, the Eastern Boundary of which is 60 feet, more or less, the Southern Boundary of which is 200 feet, more or less, and the Western Boundary of which is 60 feet, more or less, which parcel of land is more particularly depicted on the "Actual Site Plan" attached hereto as Amended Exhibit "A" and by reference made part hereof, as the "Actual Lease Area," hereinafter referred to as the "Premises."

2. Except as set forth above, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, City and Tenant have caused this Amendment to be executed as of the date first above written.

CITY:

CITY OF COLUMBIA, Monroe and St. Clair Counties, Illinois

By Lester Schneider
Lester Schneider
Its Mayor

TENANT:

AT&T WIRELESS PCS, INC., a Delaware corporation

By: Wireless PCS, Inc., its agent

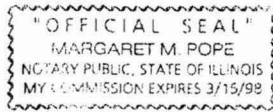
By H. Lee Maschmann
H. Lee Maschmann
Its Vice President, PCS Development

STATE OF ILLINOIS)
) ss:
COUNTY OF MONROE)

On this 15th day of April, 1997, before me personally appeared Lester Schneider, known to me to be the Mayor of City of Columbia, Monroe and St.Clair Counties, Illinois, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Margaret M. Pope
NOTARY PUBLIC
My commission expires: 3/15/98



STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On this 22nd day of April, 1997, before me personally appeared H. Lee Maschmann, known to me to be the Vice President, PCS Development, of Wireless PCS, Inc., the Delaware corporation that executed the within and foregoing instrument (the "Corporation"), and acknowledged the said instrument to be the free and voluntary act and deed of the Corporation as agent for AT&T Wireless PCS, Inc., a Delaware corporation ("AT&T PCS"), for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the Corporation as agent for AT&T PCS.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Terrena J. Franklin
NOTARY PUBLIC
My commission expires: _____



SECOND AMENDMENT TO SITE LEASE AGREEMENT

This SECOND AMENDMENT TO SITE LEASE AGREEMENT (this "Amendment") is entered into this 10th day of August, 1997, between City of Columbia, Monroe and St. Clair Counties, Illinois ("City"), and AT&T Wireless PCS Inc., a Delaware corporation, by and through its agent, Wireless PCS Inc., a Delaware corporation ("Tenant"), and amends that certain Site Lease Agreement (the "Agreement") entered into between City and Tenant dated October 17, 1996.

For good and valuable consideration, the parties agree as follows:

1. That the Agreement is hereby amended to permit City to receive compensation from Tenant in the event Tenant subleases space on its tower to another wireless provider. Section 18, as amended, shall read as follows:

18. Sublease or Assignment. This Agreement may be sold, assigned, or transferred by TENANT and/or the Premises may be subleased by TENANT at any time without the consent of CITY, to a subsidiary, partner or affiliate of TENANT, or to a successor to the primary business offered by TENANT. Any other sublease or assignment shall require written approval of the CITY, such consent not to be unreasonably withheld. CITY shall be entitled to additional rent from TENANT equal to fifty percent (50%) of the rents derived from any and all subleases and licenses.

2. Except as set forth above, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, City and Tenant have caused this Amendment to be executed as of the date first above written.

CITY:

CITY OF COLUMBIA, Monroe and St. Clair Counties, Illinois

By Lester Schneider
Lester Schneider
Its Mayor

TENANT:

AT&T WIRELESS PCS, INC., a Delaware corporation

By: Wireless PCS, Inc., its agent

By H. Lee Maschmann
H. Lee Maschmann
Its Vice President, PCS Development

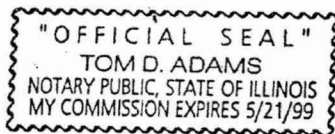
Handwritten notes on a piece of paper: 08-21-97 11:11, Reg. [unclear], [unclear] 256?, [unclear] [unclear], Bob [unclear], 9-10-97, [unclear]

STATE OF ILLINOIS)
) ss:
COUNTY OF MONROE)

On this 18th day of August, 1997,
before me personally appeared Lester Schneider,
known to me to be the Mayor of City of Columbia,
Monroe and St.Clair Counties, Illinois, the municipal
corporation that executed the within and foregoing
instrument, and acknowledged the said instrument to
be the free and voluntary act and deed of said
municipal corporation for the uses and purposes
therein mentioned, and on oath stated that he was
authorized to execute said instrument on behalf of said
municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed my official seal the day and year first
above written.

Tom D. Adams
NOTARY PUBLIC
My commission expires: 5/21/99



STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On this 30th day of July,
1997, before me personally appeared H. Lee
Maschmann, known to me to be the Vice President,
PCS Development, of Wireless PCS, Inc., the
Delaware corporation that executed the within and
foregoing instrument (the "Corporation"), and
acknowledged the said instrument to be the free and
voluntary act and deed of the Corporation as agent for
AT&T Wireless PCS, Inc., a Delaware corporation
("AT&T PCS"), for the uses and purposes therein
mentioned, and on oath stated that he was authorized to
execute said instrument on behalf of the Corporation as
agent for AT&T PCS.

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed my official seal the day and year first
above written.

Terrena T. Franklin
NOTARY PUBLIC
My commission expires: 10-23-99

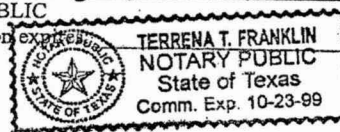


EXHIBIT D

FORM OF MEMORANDUM OF LEASE PURCHASE AGREEMENT

PREPARED BY:

LANDMARK DIVIDEND LLC
400 N. Continental Blvd., Suite 500
El Segundo, CA 90245
Attn: Legal Dept.

RETURN TO:

Auro Solutions, LLC d/b/a Tower Title & Closing
18 Imperial Place
Providence, RI 02903

MEMORANDUM OF LEASE PURCHASE AGREEMENT

THIS MEMORANDUM OF LEASE PURCHASE AGREEMENT (this "Memorandum") is made as of _____, 2021 between **CITY OF COLUMBIA, ILLINOIS**, a municipal corporation ("Landlord"), and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("Landmark").

WHEREAS, Landlord, as lessor, and AT&T Wireless PCS, Inc., as lessee, including its successors and/or assigns ("Tenant"), are parties to that certain lease dated as of October 17, 1996 (the "Lease") and more particularly described on Exhibit 1 attached hereto (the "Leased Premises"); and

WHEREAS, Landlord and Landmark are parties to a Lease Purchase Agreement dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has sold and assigned to Landmark Landlord's ownership, right, and interest to all monthly rent, including any increases/escalations, and interest and penalties, owed by Tenant pursuant to Section 6 of the Lease, and including Landlord's interest in any revenue share payments currently being made to Landlord pursuant to existing subleases under Section 18 of the Second Amendment to the Lease (but not including any interest in new revenue shares from subleases under Section 18 after execution of this Agreement) during its term and any currently authorized extension (the "Rental Payments") and has granted a Replacement Lease authorized upon termination of the Lease and continuing until fifty (50) years from the Effective Date of the Agreement during the Term of the Agreement, and Landlord's enforcement rights relating to the Rental Payments (including without limitation termination of the Lease tenant for non-payment) except as otherwise provided and subject to the terms of the Agreement. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement and of Landmark's rights under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and agree as follows:

1. Subject to the terms and conditions set forth in the Agreement, Landlord has sold and assigned certain rights and interests in and to the Rental Payments due from Tenant to Landlord under the Lease during its term and any currently authorized extensions. Landlord shall retain certain obligations and liabilities of lessor under the Lease.

2. Commencing upon the termination or expiration of the Lease and extending during the Term of this Agreement, Landlord hereby leases the Leased Premises to Landmark (the "Replacement Lease") pursuant to the terms and conditions provided in the Agreement.

3. This Memorandum is solely for the purpose of providing constructive notice of the Agreement. In the event of a conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. This Memorandum has been duly executed by the undersigned as of the date first written above.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

LANDLORD:

CITY OF COLUMBIA, ILLINOIS
a municipal corporation

By: [Signature]
Name: Bob Hill
Title: Mayor
Date: 08/16/2021

STATE OF Illinois)
COUNTY OF Monroe)^{ss.}

WITNESS AND ACKNOWLEDGEMENT

State of Illinois)
County of Monroe)^{ss.}

On this 16th day of August, 2021, before me, the undersigned Notary Public, personally appeared Bob Hill, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kelly A. Mathews
Notary Public



Print Name: Kelly A. Mathews

My commission expires: 01/05/2025

[SEAL]

EXHIBIT 1

LEASED PREMISES

Exhibit A-1

IL-5250

TOWER AREA DESCRIPTION:

A TRACT OF LAND IN FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 AND THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE EASTERLY ALONG THE SOUTHLINE OF SAID FRACTIONAL SECTION 10 S90°E, 120'; THENCE NORTHERLY LEAVING THE SOUTH LINE OF SAID FRACTIONAL SECTION 10 N00°13'18"W, 59.86' TO A POINT ON THE EASTERN LINE OF A TURNAROUND AND UTILITY EASEMENT RECORDED IN DDED BOOK 188 PAGE 525 OF THE MONROE COUNTY, ILLINOIS RECORDS, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING HEREIN DESCRIBED LEASE TRACT, THENCE NORTHERLY ALONG THE EASTERN LINE OF THE AFOREMENTIONED TURNAROUND AND UTILITY EASEMENT THE FOLLOWING COURSES AND DISTANCES, N00°13'18"W, 39.39'; N44°46'42"E, 15'; N00°13'18"W, 20'; THENCE EASTERLY LEAVING THE EASTERN LINE OF AFOREMENTIONED TURNAROUND AND UTILITY EASEMENT, N89°46'42"E, 164.66'; THENCE S00°13'18"E, 70'; THENCE S89°46'42"W, 175.26' TO THE POINT OF BEGINNING, AND CONTAINING 12,000 SQUARE FEET, MORE OR LESS.

PIN# 04-10-400-001-000

NON-EXCLUSIVE ACCESS EASEMENT DESCRIPTION:

A STRIP OF LAND THROUGH PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES OVER A STRIP OF LAND 20' WIDE, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF U.S. SURVEY 417, CLAIM 228, AND THE SOUTHERLY LINE OF SAID FRACTIONAL SECTION 10; THENCE S89°26'23"E ALONG SAID SOUTHERLY LINE OF FRACTIONAL SECTION 10 A DISTANCE OF 100'; THENCE N00°33'37"E, 31.72' TO THE POINT OF BEGINNING; THENCE S88°29'18"E ALONG SAID CENTERLINE 295.45'; THENCE N85°31'59"E, 50'; THENCE N86°54'25"E, 155.90'; THENCE N89°41'38"E, 160.35'; THENCE S88°53'35"E, 75.50' TO A POINT OF CURVATURE; THENCE WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 110' AND AN ARC DISTANCE OF 125.25' TO THE POINT OF TANGENCY; THENCE N25°52'E, 100' TO A POINT OF CURVATURE; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 90' AND AN ARC DISTANCE OF 118.17' TO A POINT OF TANGENCY; THENCE S78°54'17"E, 120' TO A POINT OF CURVATURE; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 110' AND AN ARC DISTANCE OF 154.79' TO THE POINT OF TANGENCY; THENCE N20°28'15"E, 162' TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 194.56' TO THE POINT WHERE THE CENTER OF SAID EASEMENT INTERSECTS THE WEST RIGHT OF WAY LINE OF A COUNTRY ROAD BEING THE POINT OF TERMINUS OF SAID EASEMENT, TOGETHER WITH THE FOLLOWING DESCRIBED TURNAROUND & UTILITY EASEMENT, AND CONTAINING 33,840 SQUARE FEET, MORE OR LESS.

NON-EXCLUSIVE TURNAROUND & UTILITY EASEMENT DESCRIPTION:

A PARCEL OF LAND IN PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 AND THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE N25°43'5"W ALONG THE EASTERLY LINE OF U.S. SURVEY 417, CLAIM 228, 111.53'; THENCE S89°26'23"E, 149.38' TO THE POINT OF BEGINNING; THENCE N00°33'37"E, 50'; THENCE S89°26'23"E, 20'; THENCE S00°33'37"W, 10'; THENCE S44°26'23"E, 15'; THENCE S89°26'23"E, 10'; THENCE S00°33'37"W, 20'; THENCE N89°26'23"W, 10'; THENCE S45°33'37"W, 15'; THENCE S00°33'37"W, 57.40'; THENCE N88°29'18"W, 20'; THENCE N00°33'37"E, 58.28' TO THE POINT OF BEGINNING, AND CONTAINING 2,694 SQUARE FEET, MORE OR LESS.

EXHIBIT E

NOTICE OF ASSIGNMENT

_____, 2021

AT&T Wireless PCS, Inc.
424 S. Woods Mill Road, Suite 375
Chesterfield, Missouri 63017

with copies to
AT&T Wireless PCS, Inc.
Southwest Region Legal Department
5757 Alpha Road, Suite 1000
Dallas, Texas 75240
ATTN: PCS Contracts Administrator

AT&T Mobility Tower Holdings LLC
c/o Corporation Trust Company
Corporation Trust Center
1209 Orange St.
Wilmington, DE 19801

Global Tower, LLC
1801 Clint Moore Road, Suite 110
Boca Raton, FL 33487
Attn: Legal Department

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

Re: Notice of Assignment of Certain Rights to the Ground and Tower Lease between City of Columbia and GTP Towers IV, LLC (including its successors and assigns) (ATC Site Name: #371209 Columbia IL 1363 Bremser Road) (the "**Lease**")

Dear Sirs/Madams,

On or about _____, 2021, **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC** ("**Landmark**"), and the **CITY OF COLUMBIA, ILLINOIS** ("**City**") entered into a Lease Purchase Agreement (the "**Agreement**"), including as specifically authorized by 735 ILCS 5/9-215 whereby the City assigned certain Landlord rights to Landmark while retaining certain Landlord obligations and rights. Specifically, the City provides notice of assignment during the Term of the Agreement to Landmark of:

1. The right to the Rental Payment required by the Lease. "Rental Payment" shall mean all all monthly rent, including any increases/escalations, and interest and penalties, owed by Tenant pursuant to Section 6 of the Lease, and including Landlord's interest in any revenue share payments currently

being made to Landlord pursuant to existing subleases under Section 18 of the Second Amendment to the Lease (but not including any interest in new revenue shares from subleases under Section 18 after execution of this Agreement) for any period from and after September 30, 2021 during the term of the Lease and any currently authorized extension period; and

2. Landlord enforcement rights as provided by law or under the Lease for non-payment of any Rental Payment, including without limitation, termination rights in the Lease for non-payment.

The City has retained all other rights and interests in and under the Lease. Your rights and obligations to use the Leased Premises for telecommunication purposes under the Lease are not being affected, however **effective immediately, and during the Term of the Agreement, Rental Payments for any period after September 30, 2021 shall no longer be submitted to the City but shall be submitted directly to Landmark at:**

P.O. Box 3429
El Segundo, CA 90245
Ref #: TC _____

Any applicable taxes, government permit fees, utility fees or other fees for actual services provided shall continue to be paid to the City.

If you have any questions, please contact the City regarding any retained rights and contact Landmark, at 310-294-8189 if relating to payments. Pursuant to this notice, all future notices relating to the Lease shall include a copy of the notice to Landmark at the address above, and to Landlord as provided in the Lease, all in accordance with the Lease Notice provisions.

Sincerely,

City of Columbia, IL