

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT, made this 4th day of May, 2000, by and between the City of Sesser, P. O. Box 517, Sesser, IL, 62884 of (hereinafter referred to as "Lessor") and SOUTHERN ILLINOIS RSA PARTNERSHIP, having its principal place of business at 417 S. 42<sup>nd</sup> Street, Mt. Vernon, Illinois, (hereinafter referred to as "Lessee");

### WITNESSETH THAT:

For and in consideration of the mutual obligations and conditions set forth below, the parties hereto do hereby covenant and agree with each other as follows:

1. Demise: The Lessor hereby leases to the Lessee and the Lessee hereby rents from the Lessor that certain piece or parcel of land (hereinafter being referred to as the "Premises") located in the County of Franklin and State of Illinois, being bounded and described as follows:

Part of the North Half of the Northwest Quarter of Section 18, Township 5 South, Range 2 East of the Third Principal Meridian, Franklin County, Illinois, being more particularly described as follows: Commencing at an iron pin at the Northwest Corner of the Northwest Quarter of said Section 18; thence along the West line of said Northwest Quarter, S00o37'10"W, 165.76 feet to a point; thence S89o51'32"E, 184.33 feet to an iron pin and the point of beginning of the property herein described; thence from said beginning point continuing S89o51'32"E, 100.00 feet to an iron pin; thence S00o20'30"W, 100.00 feet to an iron pin; thence N89o51'32"W, 100.00 feet to an iron pin; thence N00o20'30"E, 100.00 feet to the point of beginning; containing 0.23 acres, more or less.

2. Term: The term of this Lease shall be 50 years beginning the 4<sup>th</sup> day of May, 2000.

3. Purpose: The purposes for which the Premises are demised are for the use by the Lessee to conduct cellular radio telephone and other telecommunications operations.

4. Rent: The term rent amount shall be the sum of \$7,500.00 payable and due at the beginning of the Lease agreement.

5. Subordination: Lessor shall, at all times during the term of this Lease, keep all liens and encumbrances that may, from time to time attach to the premises, subordinate to this Lease Agreement and any security assignment of this Lease Agreement made by Lessee.

6. Buildings, Structures & Improvements: The Lessee may, at its own cost and expense, erect upon the Premises those buildings and structures necessary for the Lessee to conduct its proposed operations thereon, as described in Paragraph 3 above. All buildings, structures and equipment erected on the Premises shall be repaired and maintained by Lessee. The Lessee shall maintain the Premises in a neat and orderly manner so as not to detract from the appearance of the property and such maintenance shall include but not be limited to mowing of grass, trimming of shrubs, and painting of the physical improvements placed thereon by the Lessee.

7. Pavement on Easement: The Lessee shall have the right at its own expense to install crushed stone or asphalt or other hard surfaced pavement upon the Premises and shall have an easement for ingress and egress across the Premises owned by Lessors.

8. Surrender of Premises: At the termination of this Lease, the Lessee will surrender the Premises to the Lessor, provided, however, that the Lessor may at Lessor's option, require Lessee to remove from the Premises all or any part of the buildings, towers or other structures erected by the Lessee on the Premises during the term of the Lease, and restore the Leased Premises to its original condition.

9. Quiet Possession: The Lessor hereby covenants that it is seized in fee simple title of and to the Premises, that the Lessee shall have quiet and peaceable possession of the demised Premises, free from all encumbrances, and that the Lessor shall defend title to the Premises for and on behalf of the Lessee. If the foregoing covenant of quiet possession shall be breached, the Lessor shall be liable to the Lessee for all damage incurred as a result of such breach; that the Lessor has done no act to encumber the Premises; and that the Lessor will provide such further assurances of the title as may be necessary or appropriate.

10. Eminent Domain: In the event of the Premises shall at any time during the term of this Lease be taken by any public authority or agency for any public use, the entire damages which may be awarded for the taking of the Premises shall be Lessees. In case a part only from the Premises shall be so taken for the public use and such taking renders the Premises unsuitable for the Lessee's conduct of cellular mobile radio telephone operations, the Lessee may, at its option, terminate the Lease upon such taking. In the event the Premises become impracticable to be utilized by the Lessee to conduct cellular mobile radio telephone operations thereon for any reason, the Lessee may at its option, on thirty (30) days notice to the Lessor, terminate this Lease.

11. Assignment: The parties hereto may from time to time assign this Lease without restriction. This right of assignment shall include, but not be limited to, Lessee's right to assign this Lease and their interest in the Premises as security for indebtedness.

12. Representatives Bound: The covenants, stipulations and conditions herein contained shall inure the benefit of and shall be binding upon the successors and assigns of the Lessor and the successors and assigns of the Lessee.

13. Cooperation: Both the Lessor and the Lessee agree to provide any further documentation or cooperate in any way necessary to carry out the basic intent of this Lease Agreement.

14. Notice: Any notice that either party hereto desires to give to the other shall be deemed given upon placing such notice in U. S. Mail, certified mail, return receipt requested, with postage fully prepaid, addresses as follows:

To Lessor: City of Sesser  
P. O. Box 517  
Sesser, IL 62884

To Lessee: Southern Illinois RSA Partnership  
417 S. 42<sup>nd</sup> Street  
Mt. Vernon, Illinois 62864

15. Lessee's Obligation to Insure: During the term of this Lease, the Lessee, at its sole cost and expense, and for the mutual benefit of the Lessor and Lessee, shall carry and maintain the following types of insurance in the amounts specified: a minimum of \$1,000,000.00 Comprehensive public liability insurance, including property damage, insuring the Lessor and the Lessee against liability for injury to persons or property occurring in or about the Leased Premises or arising out of the ownership, maintenance, use or occupancy thereof. All policies of insurance (except liability insurance) shall provide by endorsement that any loss shall be payable to the Lessor and the Lessee as their respective interests may appear. The Lessee shall have the privilege of procuring and obtaining all of such insurance through its own sources and shall provide a copy to the Lessor. The Lessor shall be held harmless from damages resulting from claims or lawsuits that may arise out of the use of the Premises or actions by the Lessee.

16. If Lessee, at any time during this Lease, abandons the Premises and ceases using the property for commercial purposes, for a period in excess of one (1) year, then this Lease Agreement shall terminate as to both parties. In the event of abandonment of the premises for in excess of one (1) year, then at Lessor's option, Lessee shall be required to remove all improvements within a reasonable time.

17. After the expiration of the primary fifty year term set forth in paragraph two above, either party shall have the right to terminate this agreement upon 180 day written notice to the other party.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Agreement to be executed and sealed as of the day and year first above written.

Lessor(s):

\_\_\_\_\_  
CITY OF SESSER  
By: *Ned Mitchell*  
Ned Mitchell, Mayor

Lessee:

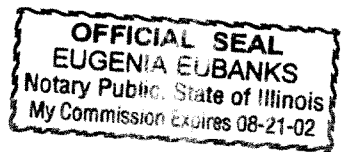
\_\_\_\_\_  
SOUTHERN ILLINOIS RSA PARTNERSHIP  
By: *Terry Addington*  
Terry Addington, President

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF FRANKLIN    )

I, the undersigned, a Notary Public, in and for said County and State aforesaid DO HEREBY CERTIFY THAT Ned Mitchell, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and who is acting as the City of Sesser, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 9<sup>th</sup> day of May, 2000

*Eugenia Eubanks*  
Notary Public



STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public, in and for said County and State aforesaid DO HEREBY CERTIFY THAT Terry Addington, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and who is acting as President of Southern Illinois RSA Partnership, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 31<sup>st</sup> day of May 2000

  
\_\_\_\_\_  
Notary Public

Confidential