1996 S. Kirk Rd. Suite 320
Geneva, IL 60134

Kane County

Forest Preserve District, Land Acquisition Committee

Agenda

President Bill Lenert, Chair Anita Lewis, Vice-Chair Mike Linder, Sonia Garcia, Michelle Gumz, Bill Roth, Jarett Sanchez

Thursday, October 30, 2025 **8:30 AM** **3rd Floor Board Room**

I. Call To Order
Remote Attendance Approval

II. Approval of Minutes from September 25, 2025

III. Public Comment (Each Speaker is limited to three minutes)

IV. Closed Session to Discuss Land Acquisition, License Agreements, Potential Litigation and Personnel

V. New or Unfinished Business

TMP-25-1304 Resolution Amending and Renewing a License Agreement with T-Mobile Central LLC. at Buffalo Park Forest Preserve

VI. Communications

VII. Chairman's Comments

VIII. Adjournment
Adjournment until: Thursday, November 20, 2025 at **1:00 p.m. in person at the Forest Preserve District Administration Offices 1996 S. Kirk Road, Suite 320 Geneva, Illinois and via zoom https://zoom.us/j/6302325980? pwd=aURTSGJoRlVJNDRCcHJXd3dvaVVrUT09 Meeting ID: 630 232 5980 Password: 24680 The Request to Speak Form on the Districts' website must still be completed for guests to speak at the meeting.**

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-25-1304

RESOLUTION AMENDING AND RENEWING A LICENSE AGREEMENT WITH T-MOBILE CENTRAL LLC. AT BUFFALO PARK FOREST PRESERVE

WHEREAS, the Forest Preserve District of Kane County, and T-Mobile Central desire to amend and renew the License Agreement for access to their cell tower, which is located on Village of Algonquin property; and

WHEREAS, T-Mobile Central is responsible for the repair of any damage to the District's property that may occur from their use; and

WHEREAS, the current License Agreement was initiated in 2011 and is scheduled to expire in November 2026; and

WHEREAS, the District has an agreement with another vendor for access to the same tower at a rate of $3,000 per year; and

WHEREAS, T-Mobile Central has agreed to pay $3,000 per year to access the tower from the existing preserve driveway for a term of fifteen (15) years, terminating November 30, 2041.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioner of the Forest Preserve District of Kane County, Kane County, Illinois that the President and Secretary of the District be, and are hereby authorized to execute and deliver on behalf of the Forest Preserve District of Kane County, this Amendment to the Agreement attached hereto and made park hereof as Exhibit A.

APPROVED AND PASSED on this the 10th day of November, 2025.

_____	_____
Bill Lenert	Mohammad Iqbal
President, Kane Forest Preserve	Secretary, Kane Forest Preserve
Kane County, Illinois	Kane County, Illinois

AGENDA MEMORANDUM

DATE: October 30, 2025

TO: Forest Preserve District Land Acquisition Committee

FROM: Jennifer Rooks-Lopez, Director of Planning & Land Protection

SUBJECT: Presentation to Consider the Amendment and Renewal of a License Agreement with T-Mobile LLC at Buffalo Park Forest Preserve in Dundee Township.

PURPOSE:
The purpose of this memorandum is to provide the Committee with information to consider amending and renewing a license agreement for access to the T-Mobile cell tower, which is located on Village of Algonquin property but which requires access through Buffalo Park Forest Preserve in Dundee Township.

BACKGROUND:
In 2011 the District entered into a License Agreement with T-Mobile LLC to utilize the existing drive at Buffalo Forest Preserve to access to their cell tower located on Village of Algonquin Property. The initial agreement, currently set to expire in November 2026, pays the Forest Preserve District $3,000 monthly for tower access.

The amended agreement is scheduled to terminate November 30, 2041. The agreement provides for review every five years and T-Mobile is responsible for any damage and repairs to the road caused by their usage.

In 2018, the District entered into a similar twenty (20) year agreement with Verizon to access the same cell tower for a monthly fee of $3,000.

FINANCIAL IMPACT:
T-Mobile Central LLC will pay a monthly fee of $3,000 for fifteen years, terminating November 30, 2041 for the easement rights.

RECOMMENDATION:
Staff recommends the Committee approve the amendment and renewal of the License Agreement as presented with T-Mobile LLC for ingress and egress for a monthly fee of $3,000 for fifteen years for the easement rights.

ATTACHMENTS:

County Location Map

Buffalo Forest Preserve Map

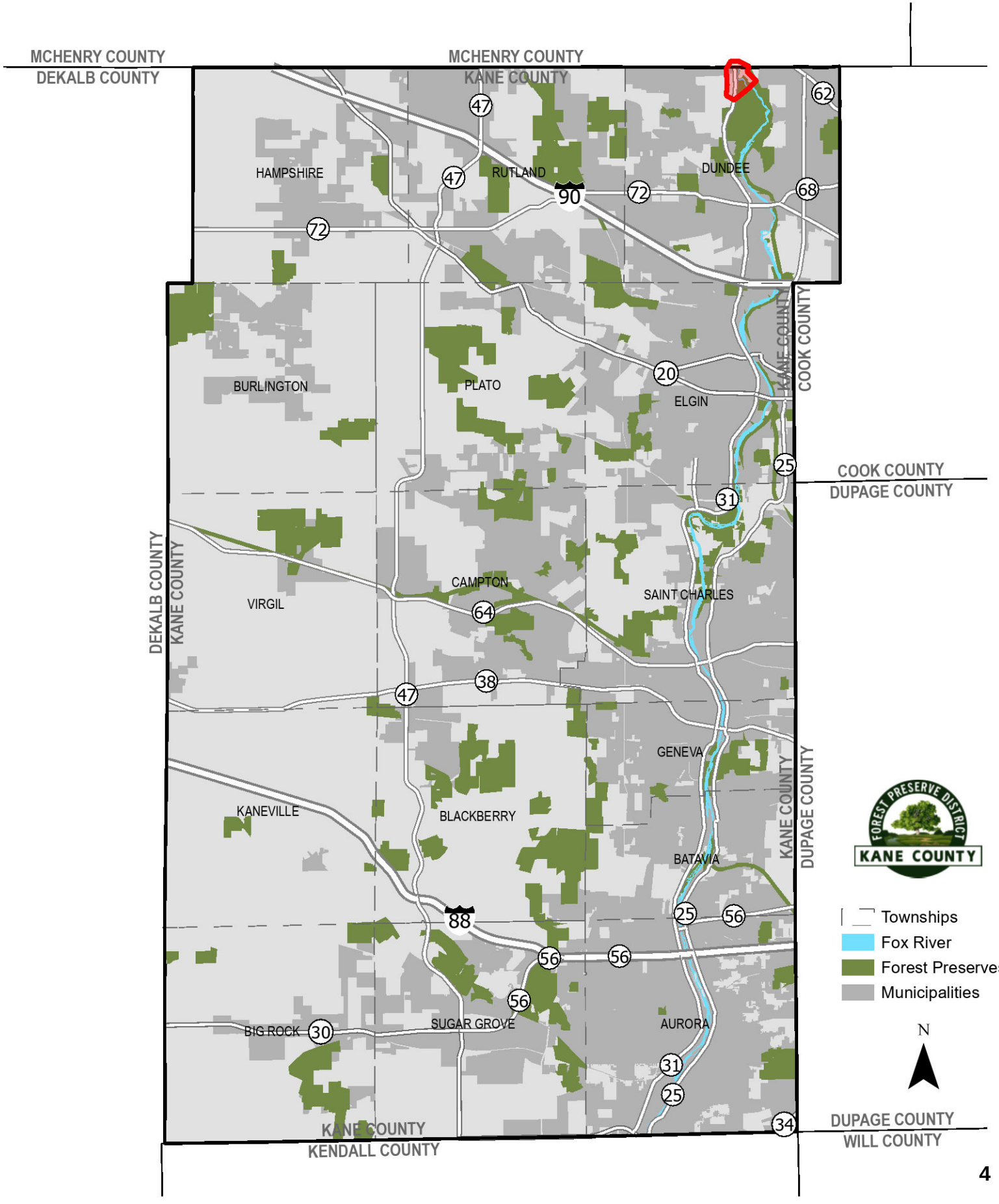
Amendment

Original Agreement

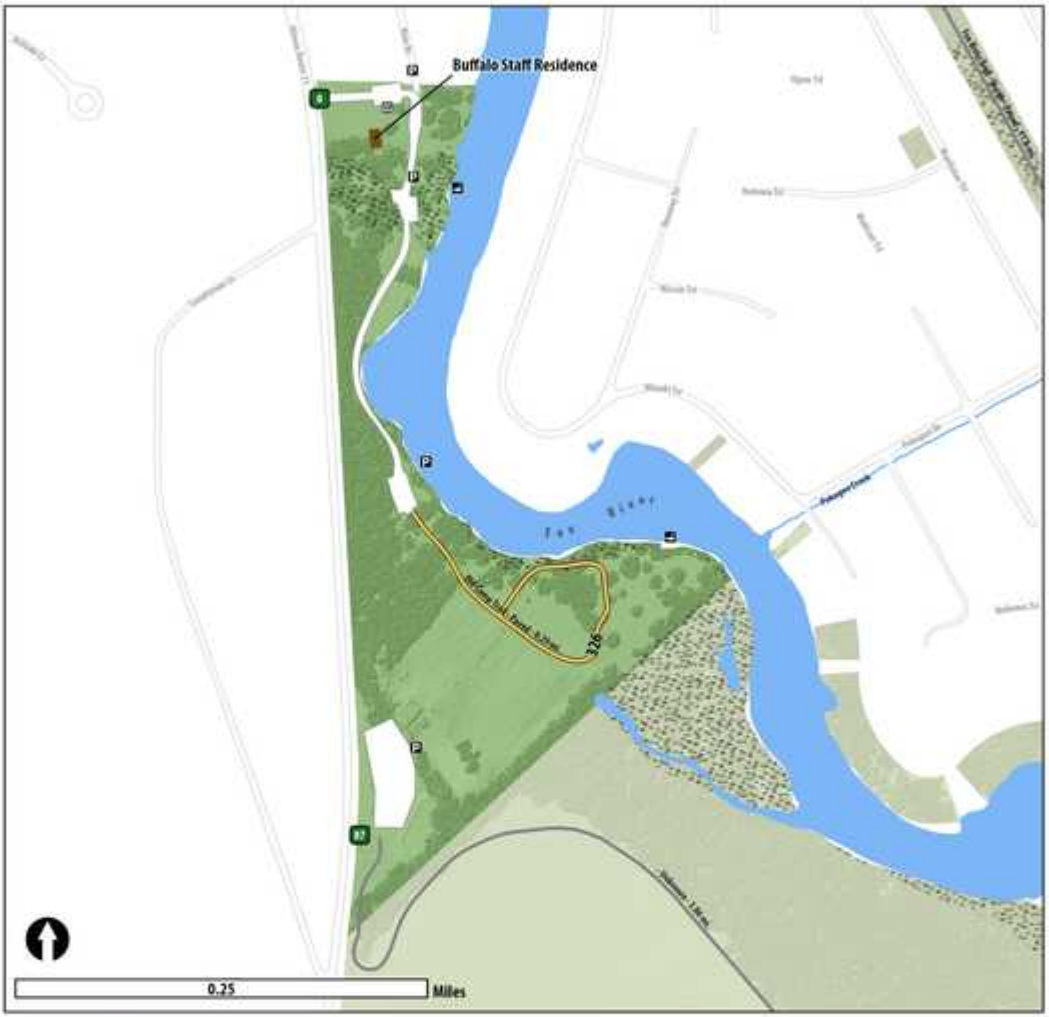
Buffalo Park F.P.

County Location Map

Algonquin, IL



Buffalo Park Forest Preserve



KANE COUNTY

Entrance Information

6 19N475 IL Route 31, Algonquin, IL 60102

87 19N265 Western Avenue, Algonquin, IL 60102

Total Acres: 28
Total Miles: 0.28

Map Key

- Parking
- Restroom
- Fishing
- Wetlands
- Forest Preserve Trails
- County Bike Trails
- Water
- Creek
- Regional Bike Trails
- Forest Preserve

Trail ID	Trail Name	Miles	Surface
326	Old Camp Trail	0.28	Asphalt

5

FIRST AMENDMENT TO ACCESS LICENSE AGREEMENT

WITNESSETH:

WHEREAS, the Forest Preserve District of Kane County, and T-Mobile Central desire to enter into an access license agreement, which said Agreement is attached hereto and made part of hereof as Exhibit A; and

WHEREAS, the parties to desire to amend paragraph 2 of the Access License Agreement concerning the terms of the agreement.

NOW THEREFORE, the parties agree to amend Paragraph 2 as follows (new terms indicated by underline):

2. TERM. The easement, rights, and privileges herein granted shall be for a maximum term of fifteen (15) years. The initial term of this License shall be for Five (5) years beginning on November 1, 2026 and continuing through November 30th 2031 so long as the Licensee abides by the covenants, conditions and terms of the License herein. Provided Licensee is not then in default hereunder, this Agreement shall be extended for a successive five (5) year term at the expiration of the initial five (5) year term and then again for a second successive five (5) year term at the expiration of the initially extended term ending November 30, 2041. If abandoned by the Licensee at any point, the access license agreement hereunder shall terminate.

Remainder unchanged

IN WITNESS WHEREOF, the parties hereto have executed this Access License Agreement this _____ day of _____, 2025.

LICENSOR: FOREST PRESERVE
DISTRICT OF KANE COUNTY

_____

Bill Lenert
President, Kane Forest Preserve
Kane County, Illinois

ATTEST:

_____

Mohammad Iqbal
Secretary, Kane Forest Preserve
Kane County, Illinois

LICENSEE:
T-MOBILE CENTRAL LLC

_____

ATTEST:

_____

STATE OF ILLINOIS)
) : ss.
COUNTY OF K A N E)

On _____, 20___, before me personally appeared Bill Lenert, as President of the Forest Preserve District of Kane County, personally known to me or proven on the basis of satisfactory evidence to be the person whose name is ascribed on the within instrument, and acknowledged that he executed the same on behalf of said District and by its authority for the purposes set forth therein.

Given under my hand and seal this _____ day of _____, 2025.

_____

_____

Print Name; Notary Public

_____

My Commission expires

STATE OF ILLINOIS)

) : ss.
COUNTY OF K A N E)

On _____, 20___, before me personally appeared _____, as _____ of T-Mobile Central, LLC, personally known to me or proven on the basis of satisfactory evidence to be the person whose name is ascribed on the within instrument, and acknowledged that s/he executed the same on behalf of said LLC and by its authority for the purposes set forth therein.

Given under my hand and seal this _____ day of _____, 2025.

_____

_____

Print Name; Notary Public

_____

My Commission expires

ACCESS LICENSE AGREEMENT

THIS ACCESS LICENSE AGREEMENT (the "Agreement") is made this 8th day of November, 2011, between the Forest Preserve District of Kane County ("Licensor"), whose address is 1996 South Kirk Road, Suite 320, Geneva, IL 60134, and T-MOBILE CENTRAL LLC, a Delaware limited liability company ("Licensee"), whose address is 12920 SE 38th St., Bellevue, WA 98006.

RECITALS

WHEREAS, the LICENSOR is the owner of certain real property known as Buffalo Park Forest Preserve (the "Preserve") located in the County of Kane, State of Illinois; and

WHEREAS, Licensee desires use of an existing road crossing the real property of the Licensor for the purpose of ingress and egress to Licensee's cellular tower located on the Village of Algonquin Water Treatment Facility property adjoining the Preserve.

GRANT OF LICENSE

NOW, THEREFORE, in consideration of the sum of THREE THOUSAND DOLLARS ($3,000) to be paid annually on or before each November 8th during the term hereof and any extension thereof and other good and valuable consideration, paid by Licensee, and the keeping of the covenants and promises of Licensee stated herein, Licensor hereby grants an access license (the "License") to Licensee, its agents, employees and contractors, for use of an existing road (the "Access Road") crossing a portion of the Preserve in the County of Kane, State of Illinois, to wit:

The limits of the Access Road are detailed on Exhibit A attached.

It is mutually covenanted and agreed by and between the parties hereto as follows:

1. LICENSE PURPOSES, CONSTRUCTION REQUIREMENTS. The License granted herein shall be for the purpose of vehicular ingress and egress on and over the Access Road for the construction, maintenance, operation and repair of Licensee's cellular tower located on the Village of Algonquin Water Treatment Facility property adjoining the Park. Licensee shall have no right to store construction equipment, materials, supplies, or fill material within the Access Road right-of-way on a temporary or permanent basis. No access to the Preserve is granted to Licensee from the Access Road.

2. TERM. The term of this License shall be for Five (5) years beginning on November 14, 2011 and continuing through November 14, 2016 so long as Licensee abides by the covenants, conditions and terms of the License herein. Provided Licensee is not then in default hereunder, this Agreement shall be extended for a successive five (5) year term at the expiration of the initial five (5) year term and then again for a second successive five (5) year term at the expiration of the initially extended term.

3. LICENSEE'S RIGHT OF ACCESS. Licensee shall have and exercise the right of ingress and egress on and over the Access Road for any purpose reasonably necessary for the full enjoyment of the rights associated with the License, provided, however, that Licensee shall remain within the established right-of-way of the Access Road.

4. LICENSE IS NON-EXCLUSIVE; LICENSORS USE. This License is non-exclusive and the LICENSOR reserves the right to permit other users of the Access Road. The LICENSOR retains the right of use of the Access Road.

5. DAMAGE TO ACCESS ROAD, CORRECTIVE ACTION. Licensee shall be responsible for taking all corrective actions necessary, at Licensee's sole expense, to restore, clean up, remove contaminated material, grade, resurface and all other action necessary to restore the condition of the Access Road and surrounding property resulting from Licensee's use of the Access Road. Such corrective action shall be

performed immediately and final approval of the corrective action and subsequent restoration shall be subject to the written approval of the Forest Preserve Executive Director.

6. ACCESS ROAD AS-IS/WHERE-IS. The LICENSOR makes no representation for the suitability of the Access Road for Licensee's use. The use of the Access Road permitted hereunder shall be in the Access Road's as-is/where-is condition. The LICENSOR shall have no obligation for maintenance or repair of the Access Road.

7. INDEMNIFICATION; INSURANCE. Licensee shall indemnify, save and hold harmless Licensor , its employees and agents, against any and all loss, costs, expenses, claims, damages, liability and court awards, whether to person or property, (including any enforcement of any environmental cure to said License property by any agency requiring abatement, containment, removal or restoration) including costs, expenses and attorneys fees incurred as a result of any act or omission by Licensee, or its employees, agents or contractors arising in any way by reason of Licensee's use of the Access Road. Licensee shall provide a certificate of liability insurance to the Licensor at the beginning of each year of the term hereof, reflecting comprehensive general liability coverage in an amount of not less than Three Million Dollars ($3,000,000.00) per occurrence and listing the Licensor as an additional insured thereunder.

8. DEFAULT. If Licensee defaults on any of its responsibilities or covenants hereunder, Licensor shall provide written notification to Licensee of any such default. Licensee shall have thirty (30) days after receipt of written notice to cure the default or initiate steps acceptable to the Licensor to correct the default. If the default is not cured within that time or steps to correct the default initiated, Licensor may at any time thereafter declare the License terminated. Licensee and Licensor expressly agree that no assent, express or implied by Licensor to any breach of any of Licensee's covenants shall be deemed to be a waiver of any succeeding breach of the same or different covenant.

9. LICENSE NOT TO BE RECORDED, NO REAL PROPERTY INTEREST. This Access License Agreement does not constitute a real property interest vesting in Licensee, and Licensee agrees not to file this License of record in the county records.

10. NOTICE. Any notice required or permitted herein shall be in writing and delivered personally or by U.S. mail to the address or addresses and persons set forth below:

LICENSOR

Executive Director
Forest Preserve District of Kane County
1996 S. Kirk Road, Suite 320
Geneva, IL 60134

LICENSEE

T-Mobile Central LLC
Re: Site ID CH46433A
12920 SE 38th St.
Bellevue, WA 98006
Attn: PSC Lease Administrator

With a copy to:
Patrick Kinnally, Attorney
Kinnally, Krentz, P.C.
2114 Deerpath Road
Aurora, IL 60506

With copies to:
T-Mobile Central LLC
2001 Butterfield Road, Suite 1900
Downers Grove, IL 60515

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Legal Dept.

11. PARAGRAPH HEADINGS. The captions and headings set forth herein are for the convenience of reference only, and shall not be construed so as to define or limit the terms or provisions hereof.

12. FURTHER ACTIONS. Any term, covenant, condition or provision of this License which is not performed at the time of executing this License, or which comes into effect thereafter, shall survive the execution of the License and shall not be deemed to have merged in the granting of the License. Each party agrees to execute such additional documents as may be reasonable and necessary to carry out the intent, purposes and provisions of this License.

13. The laws of the State of Illinois and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this License to the extent that the License is capable of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Access License Agreement on the date first above written:

LICENSOR: FOREST PRESERVE DISTRICT OF KANE COUNTY

By: Monica A. Meyers
Monica A. Meyers, Executive Director

STATE OF ILLINOIS)
) ss.
COUNTY OF Kane)

Subscribed and sworn to before me this 9th day of November, 2011, by Monica Meyers.

Witness my hand and official seal.

My commission expires: 04/08/2015

Patricia L. Hestekin
Notary Public

"OFFICIAL SEAL"
PATRICIA L. HESTEKIN
Notary Public, State of Illinois
My Commission Expires 04/08/2015

MKely 10/21/11
T-Mobile Legal Approval
Melanie Kiely

LICENSEE: T-MOBILE CENTRAL LLC

By: Abby Harrington

Title: Abby Harrington, Dir. National Siting Policy

STATE OF Washington)
) ss.
COUNTY OF King)

Subscribed and sworn to before me this 1st day of November, 2011, by Paige Page, T-Mobile USA.

Witness my hand and official seal.

My commission expires: 9/29/2015.

Paige Page
Notary Public

PAIGE PAGE NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 9-29-15

EXHIBIT A

ATION OF T-MOBILE LEASE AREA & EASEMENT PLAN

GENERAL NOTES

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

2. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAN AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.

3. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

LEGEND & SYMBOLS

- POWER POLE
- ROW MARKER
- FIRE HYDRANT
- LIGHT STANDARD
- INLET
- CATCH BASIN
- DECIDUOUS TREE W/SIZE
- MAILBOX
- EVERGREEN TREE W/SIZE
- MANHOLE
- TRAFFIC SIGNAL
- FLARED END SECTION
- TELEPHONE POLE
- SIGN
- IRON PIPE SET
- IRON PIPE FOUND
- TREE STUMP
- BUFFALO BOX
- TELEPHONE SPLICE BOX
- HAND HOLE (TS)

- ELEVATION LOCATION
- EXISTING GUARDRAIL
- VEGETATION LINE
- 686 CONTOUR
- FENCE
- PROPOSED TOWER LOCATION
- OVERHEAD WIRES
- HORIZONTAL CONTROL POINT
- AUXILIARY VALVE
- PROPERTY LINE
- COM ED MARKINGS PER JULIE
- GAS MARKINGS PER JULIE
- AMERITECH MARKINGS PER JULIE

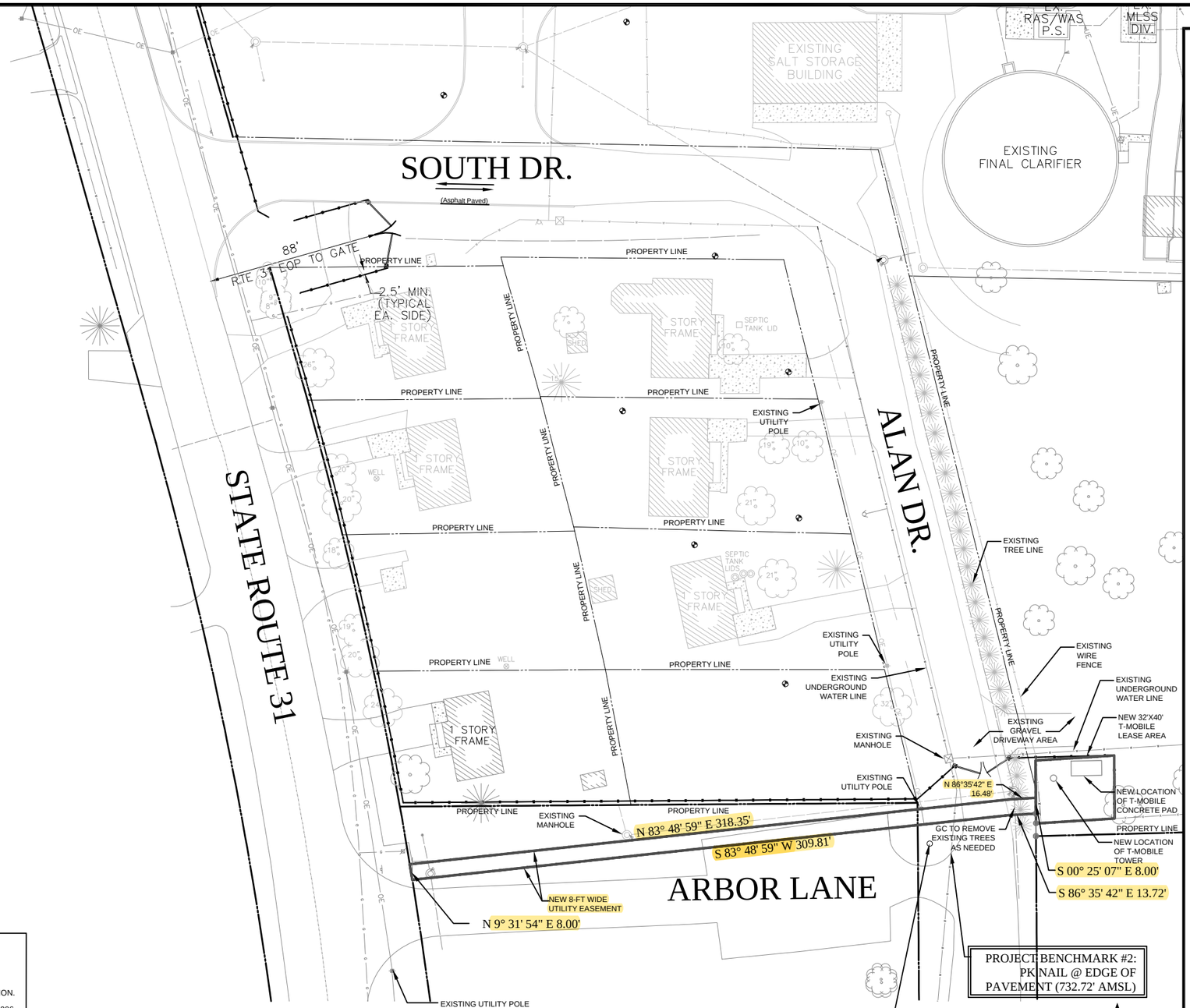
STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, FRANK BRADKE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 35002507, DO HEREBY DECLARE THAT THE PLAN SHOWN HEREON IS A CORRECT REPRESENTATION OF A WORK PERFORMED AT AND UNDER MY DIRECTION.

GIVEN UNDER MY HAND AND SEAL THIS 12TH DAY OF JULY A.D., 2006

FRANK BRADKE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35002507
MY LICENSE EXPIRES NOVEMBER 30, 2006

THIS PLAN WAS PREPARED FOR THE LEASE SITE, ACCESS AND UTILITY EASEMENT SHOWN HEREON.



1 LOCATION OF T-MOBILE LEASE AREA & EASEMENT PLAN

SCALE: 1" = 30' (1" = 60' IF 11 X 17 SHEET SIZE)

FLOOD PLAIN INFO:

AS PER FEMA'S FLOOD INSURANCE RATE MAP #17089C0070F, REVISED ON DECEMBER 20, 2002, PANEL #70 OF 410, THIS PROJECT SITE IS LOCATED WITHIN A 100-YEAR FLOODPLAIN / FLOODWAY AREA ZONE AE:

WITH BASE FLOOD ELEVATION DETERMINED AT 733 AMSL

T-Mobile

T-MOBILE
8550 WEST BRYN MAWR AVE.
SUITE 100
CHICAGO, IL 60631
MAIN: (773) 444-5400

CONCORDIA WIRELESS, INC.
2015. S. ARLINGTON HEIGHTS
SUITE 111
ARLINGTON HEIGHTS,IL 60005
MAIN: (847) 981-0801

PROJECT NO: CH46-433

DRAWN BY: R.A.H
CHECKED BY: R.H.
CHECKED BY: GMS
APPROVED BY: GMS, TP

LANDLORD APPROVAL

SIGNATURE _____
DATE _____

T- MOBILE APPROVALS

CONST. _____
PROPERTY _____
OPS _____
RF _____

PROFESSIONAL LAND SURVEYOR
FRANK J. BRADKE 2507
REGISTERED
STATE OF ILLINOIS

CH46-433
ALGONQUIN
PUBLIC WORKS
ARBORD RD. & ALLAN DR.
ALGONQUIN IL

LOCATION OF T-MOBILE LEASE AREA & EASEMENT PLAN

LS-1

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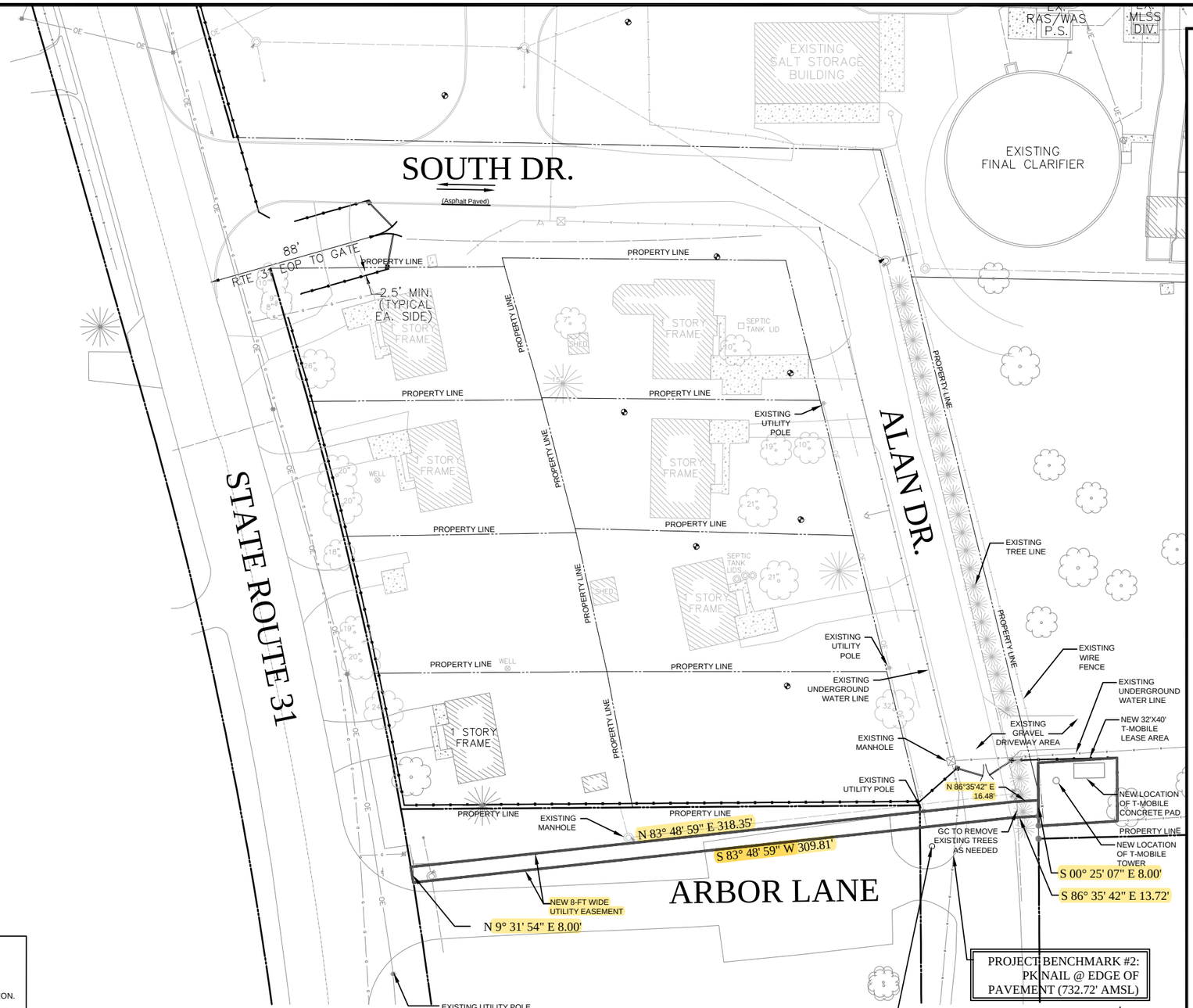

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WITH BASE FLOOD ELEVATION DETERMINED AT 733 AMSL

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SUITE 100
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MAIN: (773) 444-5400

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DRAWN BY: R.A.H
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LANDLORD APPROVAL

SIGNATURE _____
DATE _____

T- MOBILE APPROVALS

CONST. _____
PROPERTY _____
OPS _____
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PROFESSIONAL LAND SURVEYOR
FRANK J. BRADKE 2507
REGISTERED
STATE OF ILLINOIS

CH46-433
ALGONQUIN
PUBLIC WORKS
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LOCATION OF T-MOBILE LEASE AREA & EASEMENT PLAN

LS-1