

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") is entered into as of _____, 2005 ("Execution Date") between City of O'Fallon, Illinois, a municipal corporation ("Landlord" or "City") and Sprint Spectrum L.P., a Delaware limited partnership, having its principal offices located at 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650 ("Lessee").

RECITALS

WHEREAS, LANDLORD is or will be the owner of the following described real property, together with all improvements thereon, lying and being situated in O'Fallon, Illinois, being known as lot 14 of the Shoppes at Greenmount Subdivision Plat (hereinafter "Subdivision Plat"), which property is further shown on Exhibit "A" attached hereto and made part hereof for all purposes.

WHEREAS, LESSEE desires to lease the property as shown on Exhibit "A", (hereinafter referred to as the "Premises"), for the purpose of constructing a communications structure together with non-exclusive easements or rights for access and utilities, as described and depicted on the approved plat for the Premises, on the terms and conditions set forth herein and to install thereon and on the Premises facilities to be operated and maintained by Lessee to provide commercial mobile radio services ("CMRS").

NOW, THEREFORE, LANDLORD and **LESSEE** agree to the following:

1. Lease Area.

(a) In consideration of payments to Landlord and other terms herein, and conditioned on Landlord's acquisition of title sufficient to authorize this Lease, Landlord hereby leases certain real property to allow for construction and maintenance of a monopole "flagpole" style communications tower not to exceed 120' in height and certain ground level equipment and consisting of approximately 2500 square feet described and depicted on the attached **Exhibit A** (hereinafter referred to as the "Premises" or the "Property"), and as further shown by site plan on **Exhibit B**, together with non-exclusive rights of access and utilities as applicable to the Premises ("Easement Areas") and reflected on the Subdivision Plat, on the terms and conditions set forth herein. The design of the monopole, all equipment, landscaping, and other improvements to the premises shall be completed by Lessee in conformance with Exhibit B (site Plan) and Exhibit D ("Equipment and facilities"), but in no event shall attachments or antennas, other than a American flag as approved by the City, be attached or visible on the exterior of the monopole.

(b) During the term of this Lease, Lessee and its agents, engineers, surveyors and other representatives upon prior reasonable notice to and consent of Landlord shall have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property, to apply

for and obtain all licenses and permits required for Lessee's use of the Premises from all applicable governmental or regulatory entities ("Governmental Approval"), and otherwise to do those things on or off the Property that, in the opinion of Lessee, are necessary to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Lessee's use, all at Lessee's expense. Lessee shall not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Lessee's inspection unless such liability is otherwise imposed by law or this Lease. Lessee shall return all areas of the Property disturbed by Lessee in the exercise of Lessee's rights under this section to the condition existing prior to such disturbance. Lessee agrees to and does indemnify and hold Landlord harmless from any and all claims, demands, liabilities, damages and costs, including attorneys' fees, arising out of or resulting from any activity of Lessee pursuant to this section.

2. Term.

(a) The initial term of this Lease shall be **ten years** beginning from the effective date of the Lease (the "Commencement Date"), which shall occur upon execution of by the Landlord of this Lease after execution and delivery by Lessee and terminating at Midnight on the last day of the month in which the tenth annual anniversary of the Commencement Date shall have occurred.

(b) Lessee shall have the right to extend this Lease for two successive five year terms (each an "Extension Term"). Each Extension Term shall be on the same terms and conditions as set forth herein except that Rent shall be increased as provided herein.

(c) The term of this Lease shall automatically extend for each successive Extension Term unless Lessee shall notify Landlord in writing of Lessee's election not to extend the term, at least 60 days prior to the expiration of the Initial Term or the first Extension Term (as the case may be).

(d) If Lessee remains in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease except the Rent shall be double the Rent in effect immediately prior to such holding over.

3. Permitted Use.

(a) The Premises may be used by Lessee only for permitted uses, which are (i) the construction of an antenna structure with a monopole "flag pole" style antenna bearing an American Flag or such other flag and size designated by the City. (ii) the transmission and reception of communication signals, and (ii) the installation, maintenance, repair, replacement and relocation of antennas, equipment and related facilities for the transmission and reception of communication signals (collectively, "Equipment and Facilities") as the Equipment and Facilities are described on the attached **Exhibit C** (collectively, "Lessee's Permitted Use") all further subject to the terms of this Lease. The design, appearance, and location of the Facilities or any

alterations thereto shall be subject to the approval of the City, including securing such permits or inspections as may be required.

(b) Lessee represents and warrants to Landlord that the Equipment and Facilities will be operated now and shall continue in the future to be operated, managed and maintained in compliance with all applicable federal, state and local laws, rules, regulations and orders (the "Laws"), including without limitation Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC") requirements. Lessee agrees to provide Landlord, upon Landlord's written Request, with all documentation evidencing current compliance with the FAA and the FCC on an ongoing basis during the Initial Term of this Lease and any Extension Term.

4. Rent.

(a) Rent in the amount of twenty thousand four hundred dollars (\$20,400.00) for the first year of the Initial Term shall be due the earlier of sixty (60) days from the Commencement Date or the first day of the month following Lessee's receipt of the building permit. Thereafter, the Rent shall be increased by three percent (3%) each year and due on the annual anniversary of the Commencement Date which shall be the Rent during the Initial Term and any Extension Terms. Rent shall be payable to Landlord at City Hall 255 South Lincoln, O'Fallon, Illinois 62269, and Attention: City Treasurer. Lessee shall pay interest to Landlord in the amount of one and one-half percent per month on any rent or payment amount past due more than 30 days.

(b) Lessee shall also pay supplemental rent to Landlord in the amount of 50% of the gross monthly rent and rental value consideration received by Lessee from any subtenant or additional user to the Facilities for each additional Antenna Array (including any necessary ground equipment) on the Facilities and premises, other than Lessee's initial Antenna and equipment described in **Exhibit C**. Lessee may add an additional Antenna Array only with approval of the City, which may be withheld at the City's sole discretion. As used herein, an Antenna Array is one or more antenna panels or other antenna devices located at a one vertical location on the Facilities and designed to work together as a single antenna array, and including any ground equipment necessary for such Antenna Attachment. Lessee shall be solely responsible for payment of this supplemental rent as direct compensation for the right to install these additional Antenna Attachment; provided that no subtenant leases or agreements for additional Antennae Array shall be effective without notice to and approval of Landlord, and all subject to this Agreement, applicable law and regulation. Lessee shall be required to make the Facilities reasonably available for additional Array on terms that are not prohibitive and which are commercially reasonable. The monopole approved in Exhibit C shall be designed to collocate at least two additional antenna attachments, all fully concealed within the monopole. No antennas or other equipment shall be attached on the outside of the monopole but shall be fully concealed within the monopole.

(c) Lessee shall have the right to use a direct deposit system with regard to Rent payments if available. Landlord agrees to cooperate with Lessee in providing requisite information to Lessee for such direct deposit. The implementation of the direct deposit system shall be at Lessee's expense.

(d) Lessees shall pay Landlord's legal and other costs associated with the negotiation of this lease and design review, in the amount of \$3000.00 due on the execution and delivery of the Lease by Landlord, and this Lease shall not be effective prior to such payment. Such costs shall be in addition to any required permitting or inspection obligations or fees otherwise required.

5. **PERFORMANCE BOND.** Lessee hereby agrees to supply to Landlord a performance bond in the amount of ten thousand dollars (\$10,000.00), ("Performance Bond"). If Lessee fails to remove Lessee Facilities within one hundred twenty (120) days of the termination of this Agreement, Landlord may notify Lessee in writing that Landlord will remove Lessee Facilities and store the same at Lessee's expense. Failure by Lessee to remove Lessee Facilities from storage and to reimburse Landlord for any and all reasonable costs associated with such removal and storage ("Costs"), within sixty (60) days of removal of Lessee Facilities, will result in Lessee Facilities being deemed abandoned and title of same will revert to Landlord. If Lessee fails to reimburse Landlord for Costs, Landlord may use the proceeds from the Performance Bond for Costs.

7. Maintenance, Repair and Improvements.

(a) Lessee, at its own cost and expense, shall maintain, repair or replace its own Equipment and Facilities including but not limited to the Monopole itself, subject to any required permitting or zoning approvals. All Facilities including the monopole shall be owned by and the responsibility of Lessee. Lessee shall also be responsible for repairing any damage Lessee causes to the Premises, including the Monopole, the Property or the Easement Areas. Lessee shall also be responsible for any maintenance costs incurred by Landlord directly resulting from Lessee's use or from its Equipment and Facilities.

(b) Lessee shall have the right to modify, supplement, replace or upgrade the Equipment and Facilities within the Premises at any time during the term of this Lease, subject to the requirements of this Lease any required permitting or zoning approvals; provided, however, that any such modification, supplement, replacement or upgrade, except for replacement of identical or similar equipment that does not change the size, appearance or number of antennas or equipment, shall first be reviewed by Landlord for Landlord to determine and approve that such complies with all of Landlord's health and safety considerations with regard to the Premises and the Property, such approval not to be unreasonably withheld, denied, or delayed. The Equipment and Facilities shall remain the exclusive property of Lessee, and Lessee shall have the right to remove all or any portion of the Equipment and Facilities at any time during the term of this Lease and Lessee shall repair any and all damage to the Premises, the Property and any other property of Landlord resulting therefrom. All construction, maintenance and operation on the premises shall comply with all applicable city ordinances and regulations including but not limited zoning ordinances and regulations applicable to telecommunications towers and facilities.

8. Utilities. Lessee shall pay any utilities charges to the Property incurred as a result of Lessee's use of the Premises. Lessee shall have the right, at Lessee's expense, to install underground utilities within the Premises or the Easement Areas and to install or improve underground utilities on the Premises or the Easement Areas (including, but not limited to, the

installation of emergency power generators) as shown in Exhibit C. Lessee shall install separate meters for utilities used on the Property.

9. Access. Landlord hereby grants Lessee the rights for ingress, egress and access to the Premises to service the Premises and the Equipment and Facilities at all times 24-hours-a-day, 7 days-a-week during the term of this Lease or any Extension Term. Any rights provided hereunder shall have the same term as this Lease.

10. Default. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

(a) if Lessee fails to pay amounts due under this Lease within thirty (30) days of its receipt of written notice that such payments are overdue;

(b) if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period;

(c) if the Equipment and Facilities or Lessee's use of the Premises are not in compliance with the Laws beyond any applicable cure period.

11. Default by Landlord. If Landlord fails to perform any of its obligations under this Lease, and such failure impairs or interferes with Lessee's Permitted Use of the Premises, Lessee may give Landlord written notice thereof at any time. If Landlord does not cure such failure within thirty (30) days after receipt of such written notice from Lessee, or such longer period as may be required to diligently complete a cure commenced within the 30-day period, Lessee may, at its option terminate the lease or seek enforcement of this Lease as provided in Paragraph 16 herein.

12. Termination. Except as otherwise provided herein, this Lease may be terminated as follows:

(a) upon thirty (30) days' written notice in the event of a Default;

(b) upon ninety (90) days' written notice by Lessee if Lessee is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Equipment and Facilities or Lessee's use of the Premises;

(c) upon ninety (90) days' written notice by Lessee if Lessee determines, in its reasonable discretion exercised in good faith, that based on interference with use of the Premises resulting from the acts of any third party, an act of God or from other natural forces, Lessee's use of the Equipment and Facilities (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Lessee's communications system; provided Lessee shall have first provided Landlord and all parties to the interference written notice and proof of such interference and a reasonable period of time to cure or eliminate such interference;

(d) upon ninety (90) days' written notice by Lessee if Lessee is unable to use the Equipment and Facilities for their intended purpose due to technological developments, which notice shall be accompanied by payment to Landlord of a Termination Fee equal to six months' Rent;

(e) immediately upon written notice if the Property, Premises, Easement Areas or Equipment and Facilities are destroyed or damaged so as, in Lessee's reasonable judgment, to substantially and adversely affect the effective use of the Equipment and Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Lessee shall be entitled to reimbursement of any prepaid Rent, to be apportioned as of the termination date;

(f) at the time title of all or a portion of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Property unsuitable for Lessee's use. Landlord and Lessee shall each be entitled to pursue their own separate awards with respect to such taking, and Lessee shall be entitled to reimbursement of any prepaid Rent, to be apportioned as of the date title transfers. Sale of all or part of the Property to a purchaser with the power of eminent domain shall be treated as a taking by condemnation upon the exercise of the power of eminent domain;

(g) upon ninety (90) days' written notice by Lessee in the event there is a formal environmental investigation or inquiry of the Property, not involving or caused by Lessee's use of the Premises, that causes the Lessee to conclude, in Lessee's reasonable discretion exercised in good faith, that continued leasing of the Premises would expose Lessee to undue risk of third-party liability; and

(h) immediately in the event that a judgment of competent jurisdiction determines that Landlord does not have title to the Property sufficient to lease the Property as set forth in this Lease.

13. Obligations upon Termination or Expiration. Upon any termination of this Lease, including termination upon expiration of this Lease, Lessee shall remove the Equipment and Facilities from the Premises, repair any damage caused thereby and shall surrender the Premises and the Easement Areas in as good order and condition as when first occupied by Lessee, ordinary wear and tear and damage not caused by Lessee excepted. Any property which is not removed by Lessee within one hundred twenty (120) days after the expiration or earlier termination of this Lease shall, upon the expiration of one hundred twenty (120) day period, become the property of Landlord, and Lessee shall thereafter have no rights whatsoever with respect thereto. Lessee shall be liable to Landlord for costs incurred by Landlord in removing and disposing of such property. Landlord shall return any prepaid rent, prorated to the date of termination, unless and to the extent that such prepaid rent is applied to satisfy any obligation of Lessee to Landlord hereunder.

14. Taxes. Lessee shall pay when or before due any personal property taxes assessed on, or any portion of such taxes attributable to, the Equipment and Facilities. Lessee shall pay within thirty (30) days of being billed by Landlord, as additional Rent, any real property taxes

levied against the Property or the Premises. Landlord agrees to reasonably assist Lessee (if and to the extent necessary), at Lessee's cost, in any appeal of such tax assessment.

15. Insurance and Subrogation.

(a) Lessee will provide Commercial General Liability Insurance is an aggregate amount of \$2,000,000.00, and name Landlord as an additional insured on the policy or policies. Lessee may satisfy this requirement by obtaining an appropriate endorsement to any master policy of liability insurance Lessee may maintain. All such policies shall provide that they may not be canceled except upon thirty (30) days prior written notice to Landlord.

(b) Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. Each party hereto shall obtain from its insurers under all policies of fire, theft and other casualty insurance maintained by it at any time during the term of this Lease insuring or covering the Premises or the Property or any portion thereof, improvements thereon or operations therein, a waiver of all rights of subrogation which the insurer might have against the other party, and each party shall indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.

16. Hold Harmless.

Lessee agrees to indemnify, defend and hold Landlord 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 hereafter from the installation, use, maintenance, repair or removal of the Equipment and Facilities or Premises, or the breach of this Lease, except to the extent solely attributable to the wrongful acts, omissions or negligence of Landlord, its employees, agents or independent contractors. Lessee agrees that Landlord shall not be subject to any cause of action for damages, including but not limited to attorneys fees, arising from enforcement or breach of this Lease; provided that nothing in this Lease shall preclude the Lessee from pursuing equitable and legal remedies for an alleged breach by Landlord including but not limited to administrative appeal, specific performance, or injunctive relief except as otherwise expressly limited herein.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given (and deemed delivered upon receipt) if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight courier to the following addresses:

If to Landlord, to:

City of O'Fallon, Illinois
255 S. Lincoln
O'Fallon, Illinois 62269
c/o City Planning Director
Phone Number: (618) 624-4500

with a copy to:

City Clerk's office
255 S. Lincoln
O'Fallon, Illinois 62269

If to Lessee, to:

Sprint National Lease Management
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, Kansas 66251-2650

Sprint Law Department
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2020
Overland Park, Kansas 66251-2020
Attn.: Sprint PCS Real Estate
Attorney.

with a copy to:

18. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Lessee that (i) Landlord has full right, power and authority to execute this Lease and has the power to grant all rights hereunder, (ii) Landlord has good, marketable title to the Premises free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Lessee's Permitted Use of the Premises; (iii) Landlord's execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Lessee shall have the quiet enjoyment of the Premises, and Lessee shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period. It is acknowledged that Landlord's obligations under this Lease are conditioned on Landlord acquiring fee simple ownership of the Premises by lawful transfer, and term of this lease shall not commence until the City has recorded its interest and provided notification to Lessee of such recording.

19. Environmental Laws.

(a) Lessee represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in the attached Exhibit D).

(b) Lessee agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment and arising from use or ownership of the Property.

(c) Except where prohibited by applicable law, the Landlord agrees to defend, indemnify and hold Lessee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Lessee may suffer due to the existence or discovery of Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment that are caused by or result from Landlord's activities on the Property.

(d) The indemnifications in this Section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or

restoration work required by any governmental authority. The provisions of this Section will survive the expiration or termination of this Lease.

20. Assignment and Subleasing.

(a) Lessee may not assign this Lease or sublease the Premises or any portion thereof without first obtaining Landlord's prior written consent, which consent Landlord will not unreasonably withhold or delay, provided that (1) Landlord may charge a fee of up to \$5000 for such assignment, (2) the assignment shall occur by agreement between the assignee and the City, (3) the assignee and site shall be in full compliance with applicable law and taxes, and (4) the assignee shall assume all obligations of this Lease.

(b) As an exception to the foregoing, Lessee may assign this Lease and its other rights hereunder (including, without limitation, its right to extend) or sublease the Premises or any portion thereof, to any person or business entity which (i) is a parent or subsidiary of Lessee; (ii) controls or is controlled by or under common control with Lessee; (iii) is merged or consolidated with Lessee; or (iv) purchases a majority or controlling interest in the ownership or assets of Lessee; provided that such transaction does not result in or be deemed to permit under this Lease an increase in the number of antennae or size or visibility of the Facilities.

(c) Additionally, Lessee may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Equipment and Facilities, and may assign this Lease and the Equipment and Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree in a writing that accompanies the notice to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessee shall reimburse Landlord for Landlord's costs in reviewing and consenting to such leasehold financing. Landlord agrees to notify Lessee and such Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice. Failure by Landlord to notify Mortgagees of any default shall have no affect upon the effectiveness of such notice to Lessee.

21. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

22. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Equipment and Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws.

23. Miscellaneous.

(a) Landlord shall be entitled to its reasonable attorneys' fees and court costs in the event that Lessee is judicially determined to have violated any payment obligation or other material term of this Lease.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(c) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

(e) This Lease shall be construed in accordance with the laws of the State of Illinois.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Nothing herein shall be deemed to waive the City's sovereign immunity.

(h) This Lease shall be deemed to create no third-party beneficiary rights.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:

CITY OF O'FALLON, ILLINOIS

By _____
Its _____

City Clerk

EXHIBIT A
PREMISES
Legal Description

Lot 14 of the Shoppes at Greenmount Subdivision

EXHIBIT C

Equipment and Facilities

The Equipment and Facilities are described as follows:

Not to exceed 120'; not to exceed diameter at top 22" and at _____bottom.

Monopole to have fully all concealed antennas

At least two collocation positions placed within original monopole -

EXHIBIT D

Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, pertaining to the protection of human health and/or the environment including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, the Clean Air Act, 42 U.S.C. §§7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§1251, *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§2601, *et seq.*, the Oil Pollution Control Act, 33 U.S.C. §§2701, *et seq.*, and applicable Illinois state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state or local land use laws dealing with environmental sensitivity, including but not limited to laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitat, or historical or archeological significance.

As used in this Lease, "Hazardous Substance" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their byproducts.