

through which Grantee subleases its rights of ingress/egress under License Number DOT-FA69CE-5325 to SMSA, which rights SMSA terminated and released per Lease Termination Agreement and Grant of Easement dated March 25, 1988, and recorded April 18, 1988, as Document Number R88-37498; and

6. WHEREAS, Grantee has agreed to terminate and release all rights it has acquired, if any, under the License and Sublease, subject to the terms and conditions hereof; and

7. WHEREAS, Grantor has agreed to grant to Grantee a non-exclusive access and utility easement over Grantor's Parcel to service the Grantee's Facility, subject to the terms and conditions hereof; and

8. WHEREAS, Grantee has agreed to grant to Grantor easements for landscaping and underground storm sewer lines upon, across and under portions of Grantee's Parcel, subject to the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants herein contained, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

II.

GRANT OF EASEMENT

Grantor hereby grants and conveys to Grantee, and its employees, contractors and invitees, a permanent and perpetual non-exclusive easement for ingress and egress and utilities across, over and under the 20' strip of land ("Grantee's Easement") legally described and depicted pictorially on the attached Exhibit D solely for the purpose of access to Grantee's Facility and for maintaining, repairing and replacing the existing underground electric and telephone lines which serve the Facility and for maintaining the existing roadway which provides access to Spring Lake Drive. Grantee's Easement is non-exclusive, and Grantor may continue to use it for any purpose which does not interfere with Grantee's rights.

Grantee hereby grants and conveys to Grantor, its successors and assigns a permanent and perpetual easement, granting full and complete right to construct, install and maintain at Grantor's sole cost and expense underground storm sewer utilities under and across the east 30' of Grantee's Parcel ("Grantor's Utility Easement") more specifically described in Exhibit E attached hereto. Prior to commencing any storm sewer installation, Grantor shall obtain Grantee's written approval of plans, which approval shall not be unreasonably withheld.

Grantee further grants and conveys to Grantor a permanent and perpetual easement ("Grantor's Landscaping Easement") (together with Grantor's Utility Easement, "Grantor's Easements") giving Grantor, its successors and assigns, the right to enter upon Grantee's Parcel from time to time for the purpose of performing landscaping work, said landscaping work to include the installation and care of flowers, shrubs, bushes, ground cover and trees outside the fenced-in area of Grantee's Parcel. Said landscaping shall be done in general conformance with the master landscaping plan of Grantor's Parcel and in a manner which will not interfere with Grantee's access to or use of Grantee's Parcel, nor in the opinion of the Grantee, affect the proper operation of the Facility. Prior to commencing any landscaping work other than routine maintenance, Grantor shall obtain Grantee's written approval of landscaping plans, which approval shall not be unreasonably withheld. Grantor has previously obtained Grantee's approval of landscaping plans for existing plant materials installed on Grantee's Parcel by Grantor.

Grantee hereby releases all rights, if any, it has acquired under the License and Sublease.

This Grant of Easement is binding upon and shall inure to the benefit of the parties hereto, their successors, assigns and transferees.

III.

GRANTOR/GRANTEE HAS TITLE

Grantor and Grantee warrant and represent to each other that they have fee simple title to the property over which they are granting easements.

IV.

RIGHTS RESERVED TO GRANTOR

Grantor reserves the right to (i) place landscaping and signs on those portions of Grantee's Easement which are outside of the roadbed and (ii) construct and pave with asphalt, concrete or other materials suitable to Grantor the surface thereof as a road, driveway or parking lot; provided, however, that Grantor's exercise of its rights shall not prevent or materially interfere with Grantee's exercise of its rights granted hereunder. Subject to the foregoing sentence and the provision of Article VIII hereof, in the event that Grantor or Grantee, or any party acting on behalf of either of them, negligently causes damage to Grantee's Easement or Grantor's landscaping or signs located thereon, the party hereto causing such damage (or whose agent causes such damage) shall promptly repair or replace, at its sole expense, the items so damaged.

V.

RESTORATIONS; MAINTENANCE

Subject to the terms of Articles IV and VIII hereof, Grantee shall, at its expense, maintain the existing roadbed within Grantee's Easement in good condition.

VI.

RIGHT TO RELOCATE

Grantor shall have the right to relocate Grantee's Easement provided that (i) such relocation shall be at Grantor's sole cost and expense and (ii) such relocation shall not cause an interruption of access or of utility service to Grantee. This right specifically includes the right to relocate either the access or the utility portion of Grantee's Easement without relocating the other portion. Any such relocation may include routing Grantee's access in whole or in part through parking areas installed by Grantor or its successors or assigns so long as access is provided to Spring Lake Drive. Grantor shall give Grantee not less than thirty (30) days written notice of the relocation of any utility cables and any such relocation shall be performed at a time and in a manner acceptable to Grantee, with an electronics technician of the Grantee present, in order to minimally interfere with the operation of Grantee's Facility.

VII.

PROHIBITION AGAINST OBSTRUCTIONS

Neither party shall do any act, including parking any vehicle on Grantee's Easement, which would materially obstruct or interfere with the full and complete use of Grantee's Easement by Grantee or by anyone else authorized by Grantor or Grantee to use Grantee's Easement; provided, however, that Grantor or Grantee or anyone else authorized by Grantor or Grantee to use Grantee's Easement, without obligation to any party, may cause temporary obstructions or interference with the use of Grantee's Easement to the extent necessary to install or maintain utility lines or otherwise use Grantee's Easement for the purposes contemplated herein (but in no event shall any party prevent Grantee's Easement from being used for ingress or egress nor interfere with operation of the Facility.)

VIII.

INDEMNITY

Grantee shall and hereby does indemnify and hold Grantor and its officers, directors, employees and agents harmless from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of Grantee's Easement by Grantee, or its employees or agents, except, however, such claims or damages as may be due to or caused by the acts of the Grantor, its employees or agents.

Grantor shall and hereby does indemnify and hold Grantee and its officers, directors, employees and agents harmless from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of Grantor's Easements by Grantor, or its employees or agents, except, however, such claims or damages as may be due to or caused by the acts of the Grantee, its employees or agents.

IX.

RIGHTS ASSIGNABLE

This Agreement and all rights under this Agreement may be assigned or sublet by Grantee without Grantor's consent, at any time or from time to time, to any Agency of the United States Government which in the future becomes responsible for the property, provided that no such assignment or sublet shall be effective as against Grantor until Grantor shall have received written notice of such assignment.

This Agreement and all rights under this Agreement may be assigned by Grantor without Grantee's consent, to any party at any time or from time to time, provided that no such assignment shall be effective as against Grantee until Grantee shall have received written notice of such assignment.

X.

NOTICES

All notices hereunder must be in writing and shall be deemed validly given if in person or sent by certified mail, return receipt requested, to the parties at the following addresses, which may be changed by giving written notice to the other party:

If to Grantor: Amlt Partners Ltd. 85-II
 c/o Amlt Realty Co.
 100 South Wacker Drive
 Suite 1526
 Chicago, Illinois 60606
 Attention: President

If to Grantee: Manager, Real Estate & Utilities Branch
 AGL-56, Federal Aviation Administration
 2300 East Devon Avenue
 Des Plaines, Illinois 60018

XI.

CORPORATE AUTHORITY

The undersigned persons executing this Agreement on behalf of Grantor and Grantee represent and certify that they are duly authorized and have been fully empowered, as appropriate, by Grantor and Grantee, to execute and deliver this Agreement. The undersigned persons executing this Agreement on behalf of Grantor and Grantee represent and certify that they, on behalf of Grantor and Grantee, have full capacity to grant the easements described herein and terminate the License and Sublease, and that all necessary action for the making of such grant and termination shall be taken and done.

XII.

PERFORMANCE

If Grantor or Grantee (the "Breaching Party") fails to perform timely and promptly its obligations under this Agreement, the other party (the "Performing Party"), if such Performing Party is not also in default under the terms of this Agreement, upon not less than 10 days prior written notice to the Breaching Party may, but shall not be obligated to, perform such

obligations on behalf of the Breaching Party and the Breaching Party shall reimburse the Performing Party for the cost thereof in accordance with applicable law.

XIII.

SUCCESSORS; UTILITY COMPANIES

All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto. The rights granted herein to Grantee shall inure to the benefit of any utility company which may install and maintain electric and telephone utilities to serve Grantee's Facility; provided, however, that such utility company shall be bound by the terms and conditions herein. Grantor will join in any instruments reasonably requested by any utility company to confirm such utility company's right to use Grantee's Easement for the purposes described herein.

XIV.

BENEFIT OF EASEMENT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the Agreement be for the general benefit of such corporation or company.

XV.

COVENANT AGAINST CONTINGENT FEES

Grantor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, brokerage, percentage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantor for the purpose of securing business. For breach or violation of this warranty, Grantee shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price or consideration, if any, the full amount of such commission, brokerage, percentage, or contingent fee.

XVI.

MISCELLANEOUS

If any term of this Agreement or any application thereof shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and any other application of such term shall not be affected thereby. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on Grantor and Grantee is carried out. Either party may enforce this instrument by appropriate action and should it prevail in such litigation, it shall recover such costs as may be permitted by law. This Agreement may be amended only by an instrument in writing, signed by the party against whom enforcement of such amendment is sought. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Termination of License and Grant of Easement to be executed this 23rd day of August, 1988.

GRANTOR:

Amlı Partners Ltd 85-II

By: Amlı Realty Co., its
general partner

By:

Title:

John E. Allen
President

GRANTEE:

Federal Aviation Administration

By:

Title:

Donald P. Russo
Real Estate Contracting Officer

EXHIBIT A TO TERMINATION OF LICENSE AND GRANT OF EASEMENT

Grantor's Parcel

Lot 2 in Spring Lake Business Park, being a subdivision of part of fractional Section 7, Township 40 North, Range 11 East of the Third Principal Meridian, according to the Plat of said Spring Lake Business Park recorded March 18, 1987 as Document No. R87-37278, in Du Page County, Illinois.

EXHIBIT B TO TERMINATION OF LICENSE AND GRANT OF EASEMENT

Grantee's Parcel

THAT PART OF THE FRACTIONAL SECTION 7, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 1549.84 FEET OF SAID SECTION 7, EAST OF LOT 3 IN ITASCA CENTER ASSESSMENT PLAT OF PART OF FRACTIONAL SECTION 7, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1971 AS DOCUMENT R71-49442 IN DUPAGE COUNTY, ILLINOIS, AND WEST OF THE WEST LINE OF FAI ROUTE 90 AS MONUMENTED AS OF APRIL, 1985.

EXHIBIT C TO TERMINATION OF LICENSE AND GRANT OF EASEMENT

FEDERAL AVIATION ADMINISTRATION
601 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106

Contract No. DOT-FA69CE-5325
Outer Marker/H-SAB, Access Road
Chicago O'Hare International Airport
Chicago, Illinois

LICENSE

1. For and in consideration of the covenants contained herein, the Village of Itasca, a municipal corporation, of DuPage County, Illinois, its successors and assigns, hereinafter referred to as licensor, hereby grants to the United States of America, hereinafter referred to as Government, the right, license and privilege to construct and thereafter maintain an access road together with utility cables located over and under the following described property, hereinafter called the premises, viz:

That part of fractional Section 7, Township 40 North, Range 11 East of the Third Principal Meridian, DuPage County, Illinois, described as follows:

A parcel of land 20 feet in width lying north of a line commencing 1549.84 feet north of the southwest corner of said Section 7 and extending east from the west line of Section 7 a distance of 1262.14 feet to an intersection with a line bearing N 22°-11'-11" E., and containing 0.58 acres.

2. This license shall become effective 1 October 1969 and shall remain in force until 30 June 1970, and may, at the option of the Government, be renewed from year to year upon the terms herein specified. The Government's option shall be deemed exercised and the license renewed each year for one year unless the Government gives 30 days notice that it will not exercise its option, before this license or any renewal thereof expires: PROVIDED, That no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June 1989.

3. The rights herein granted to the Government are subordinate to the superior rights of the licensor acquired by and made subject to the terms and conditions contained in that certain easement agreement dated November 30, 1964, heretofore granted to the licensor by the Harris Trust and Savings Bank, Trustee under Trust No. 30854.
4. The premises shall be used by the Government solely for the installation and maintenance of underground utility cables to serve its Outer Marker facility and for the construction and maintenance of a roadway to provide access to said facility, and the licensor shall have the right in common with the Government to use said roadway as required for the maintenance of its underground utilities.
5. The Government shall install its cables and construct and maintain the common roadway in such manner as will not interfere with the proper operation and maintenance of the licensor's underground utilities, and in the event that the Government during or after construction of the roadway and installation of its cables shall cause damage to the licensor's underground utilities, the Government shall at its expense repair or replace any such portion damaged or broken.
6. The Government shall maintain the premises in a neat and orderly condition free and clear of all rubbish and debris.
7. In the event that it becomes necessary to make repairs to its underground utilities, the licensor shall notify the Government of any work which might temporarily deprive the Government of its access; and the licensor agrees to keep open as far as possible such means of ingress and egress to the said Outer Marker facility. Notice shall be given to the: Chief, Airway Facilities

Sector, Control Tower, O'Hare International Airport, P.O. Box 66036, Chicago, Illinois 60666. Telephone No. (312)686-2110.

8. The Government shall surrender possession of the premises upon the expiration or termination of this license and, if required by the licensor, shall within ninety (90) days thereafter, or within such additional time as may be mutually agreed upon, return the premises in as good condition as that existing at the time of entering upon the same under this license, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this license or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the license be for the general benefit of such corporation or company.

10. COVENANT AGAINST CONTINGENT FEES. The licensor warrants that no person or selling agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, brokerage, percentage, or contingent fee, excepting bonafide employees or bonafide established commercial or selling agencies maintained by the licensor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this license without liability or in its discretion to deduct from the contract price

or consideration, the full amount of such commission, brokerage, percentage, or contingent fee.

IN WITNESS WHEREOF the Village of Itasca, pursuant to a resolution of its Board of Trustees, has caused this instrument to be executed by the President and attested by the Clerk of said Village on this 9th day of October, 1969.

VILLAGE OF ITASCA

By: Accepted by MOTION
President (Licensor)
DATED 9 OCT, 1969 SEE
Attest: COPY ATTACHED GED
Clerk

UNITED STATES OF AMERICA

By: Archie E Downing
Archie E. Downing
Title: Realty Specialist



Village of Itasca

100 N. WALNUT AVE. • ITASCA, ILLINOIS

PHONES
VILLAGE: 773-0835
POLICE: 773-1231
FIRE: 773-1221
SUP'T: 773-0309

"VILLAGE OF IRIS"

CONTRACT NO. DOT-FA69CE-5325

President
WILBERT H. NOTTKE

CERTIFICATE

Trustees
FRANK S. ATKINSON
Finance, Legal
Insurance
GLENN E. GOODWIN
Building
Zoning, Subdivision
ROY PETHERBRIDGE
Village Structures,
Office Management,
Public Relations

The undersigned WILLIE MICHALCZYK certifies that she is the duly appointed and acting clerk of the Village of Itasca and as such is the keeper of the books, records and seal of the Village of Itasca; that the following MOTION is a true and correct exact copy of the motion passed by the Regular Meeting of the Board of Trustees October 7, 1969.

ELDON CORBIN
Police and Fire

ROY JOHNSON
Streets, Parks,
Public Utilities,
Storm Sewer

WILLIAM EVERHAM
Water and
Sanitary Sewer

Motion by Trustee Petherbridge.

In so far as the Village of Itasca is authorized to permit the grant of easements for egress and ingress and ingress to the outer marker location site, by way of a roadway and in so far as the Village is enable to permit the construction of underground cables and electrical or communications systems, the Village of Itasca hereby resolves that the Federal Government shall have the such right of ingress and egress and such right of installing underground cables and communications systems. Seconded by Trustee Atkinson.

AYES: 6
Motion Carried.

Clerk
WILLIE MICHALCZYK

Treasurer
HARRY F. DERBY

Superintendent
CARL OSTROM

Chief of Police
STANLEY J. ROSSOL

Fire Chief
ELMER F. MENSCHING

Willie Michalczyk
Willie Michalczyk, Village Clerk

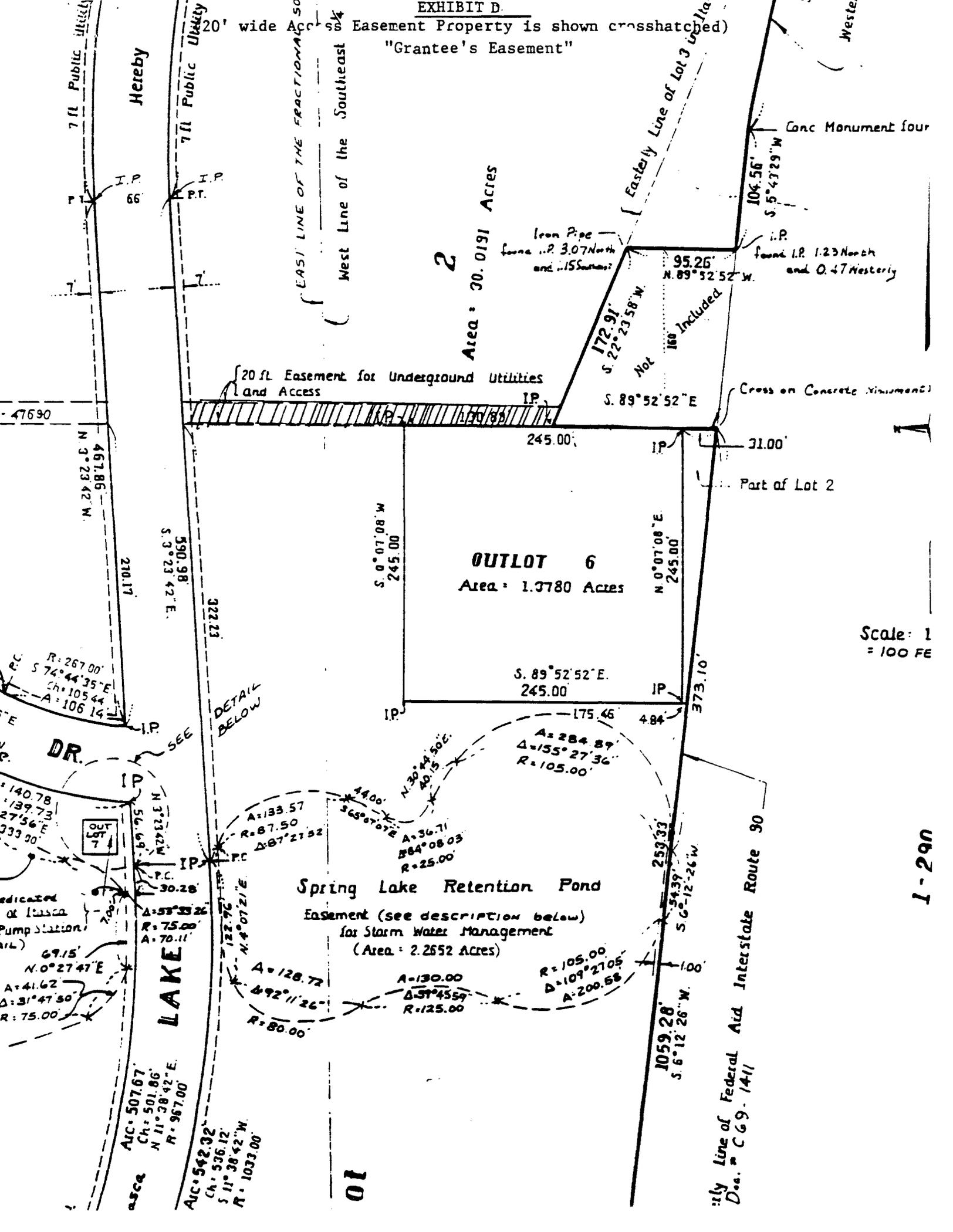
DATED: October 9, 1969

ATTEST:

Wilbert H. Nottke
Wilbert H. Nottke, President

EXHIBIT D

20' wide Access Easement Property is shown crosshatched)
"Grantee's Easement"



Area: 30.0191 Acres

OUTLOT 6
Area: 1.3780 Acres

Spring Lake Retention Pond
Easement (see description below)
for Storm Water Management
(Area: 2.2652 Acres)

Scale: 1
= 100 FE

I-290

Hereby

LAKE

Federal Aid Interstate Route 90

10

Arc: 507.67
Ch: 501.86
N 11° 38' 42" E
R: 987.00

Arc: 542.32
Ch: 536.12
S 11° 38' 42" W
R: 1033.00

DETAIL
BELOW

Line of Federal Aid Interstate Route 90
D.C. = C 69. 1411

R=267.00
S 74° 44' 35" E
Ch: 105.44
A=106.14

A=140.78
Ch: 139.73
S 27° 56' E
R: 333.00

A=41.62
Ch: 31.47
S 31° 47' 50" E
R: 75.00

A=133.57
R=87.50
Delta=87° 27' 52"

A=36.71
Delta=84° 08' 03"
R=25.00

A=130.00
Delta=91° 45' 59"
R=125.00

A=284.89
Delta=155° 27' 36"
R=105.00

R=105.00
Delta=109° 27' 05"
A=200.56

1059.28
S 6° 12' 26" W
R: 100

175.46
4.84

S 0° 07' 08" W
245.00

N 0° 07' 08" E
245.00

245.00

245.00

95.26
N 89° 52' 52" W

172.91
S 22° 23' 58" W

S 89° 52' 52" E

104.56
S 5° 47' 29" W

Found I.P. 1.23 North
and 0.47 Westerly

Cross on Concrete Monument

Part of Lot 2

20 ft Easement for Underground Utilities
and Access

Iron Pipe
Found I.P. 3.07 North
and 1.55 Westerly

Easterly Line of Lot 3

West Line of the Southeast

EAST LINE OF THE FRACTIONAL 50

7 ft Public Utility

7 ft Public Utility

I.P. 66

I.P. P.T.

I.P.

47690

467.86
N 3° 23' 42" W

210.17

590.98
S 3° 23' 42" E

322.23

245.00

245.00

31.00

373.01

253.33

54.39
S 6° 12' 26" W

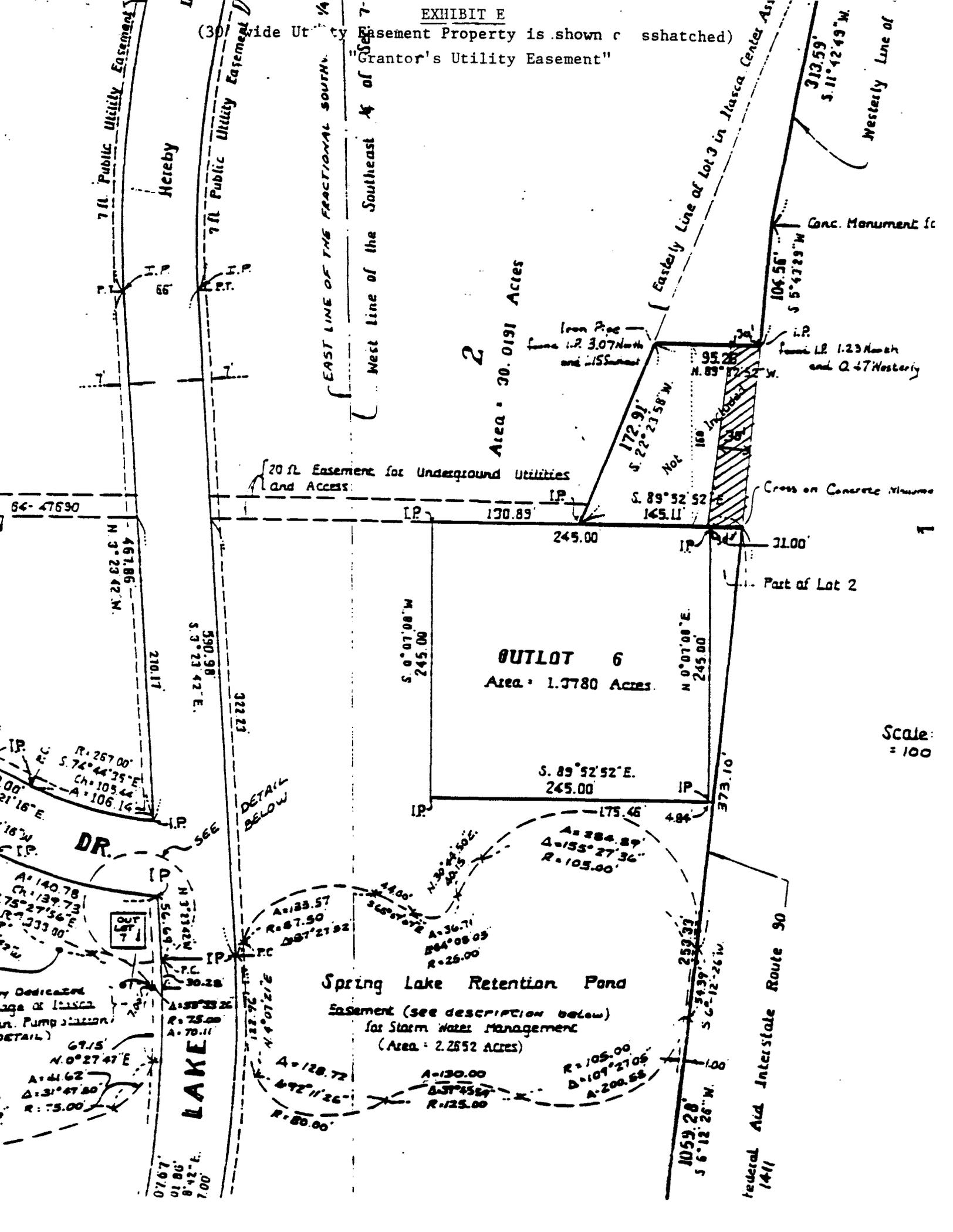
100

Conc Monument four



EXHIBITE

(30) side Utility Easement Property is shown (dashed) "Grantor's Utility Easement"



7 ft. Public Utility Easement
Hereby

EAST LINE OF THE FRACTIONAL SOUTH 1/4
West line of the Southeast 1/4 of Sec. 7

2
Area: 30.0191 Acres

20 ft. Easement for Underground Utilities and Access

OUTLOT 6
Area: 1.3780 Acres

Spring Lake Retention Pond
Easement (see description below)
for Storm Water Management
(Area: 2.2652 Acres)

Federal Aid Interstate Route 90
1411

Scale: = 100

64-47690

467.85
N. 3° 23' 42" W.
210.17

590.98
S. 3° 23' 42" E.
322.23

IP
R. 267.00'
S. 74° 44' 35" E
Ch. 103.44
A. 106.14

DR.
A. 140.78
Ch. 139.73
S. 75° 27' 56" E
R. 233.00

LAKE
A. 41.62
S. 131° 47' 30"
R. 75.00

07.67
01.86
08.42'-E.
00.7

130.89
IP

245.00
IP

172.91'
S. 22° 23' 58" W.

95.28'
N. 89° 52' 52" E.

145.11'

245.00'

245.00'

245.00'

245.00'

245.00'

245.00'

245.00'

245.00'

245.00'

245.00'

245.00'

245.00'

245.00'

245.00'

245.00'

245.00'

245.00'

3100'

Part of Lot 2

Conc. Monument to

Iron Pipe
Found 1.23 North
and 1.55 South

Iron Pipe
Found 1.23 North
and 0.47 West

Cross on Concrete Monument

Scale: = 100

1059.28'
S. 6° 12' 26" W.

259.37'

54.39'

S. 6° 12' 26" W.

100'

1059.28'

S. 6° 12' 26" W.

1059.28'

S. 6° 12' 26" W.

1059.28'

S. 6° 12' 26" W.

Westerly Line of

313.59'
S. 11° 42' 49" W.

104.56'
S. 5° 47' 29" W.

95.28'
N. 89° 52' 52" E.

172.91'
S. 22° 23' 58" W.

245.00'

245.00'

245.00'

245.00'

245.00'

245.00'