

**VILLAGE OF GILBERTS**

**ORDINANCE NO. 02-2021**

**AN ORDINANCE APPROVING A WATER TOWER LEASE AGREEMENT WITH  
CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**

**WHEREAS**, the Village of Gilberts ("***Village***") is an Illinois municipal corporation lawfully organized and existing under the Constitution and laws of the State of Illinois; and

**WHEREAS**, Chicago SMSA Limited Partnership d/b/a Verizon Wireless ("***Tenant***"), is a corporate entity with a principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920; and

**WHEREAS**, the Illinois Municipal Code (65 ILCS 5/11-75-1) authorizes the Village to lease the space above and around buildings located on land owned by the Village to any person for any term not exceeding 99 years; and

**WHEREAS**, the Village has negotiated with the Tenant a certain lease ("***Lease***") to allow the Tenant to mount equipment on and around the Village's water tower on the property commonly known as 598 Sleeping Bear Trail, Gilberts, IL 60136 ("***Property***"), for the construction, operation, and maintenance of Tenant's telecommunications facilities and appurtenant improvements; and

**WHEREAS**, the Village President and Board of Trustees have reviewed the Lease and find that granting the Lease to the Tenant is in the best interest of and shall advance the health, safety and welfare of the Village;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois as follows:

**Section 1. Recitals.** The recitals are incorporated into this Section 1 as if fully set forth.

**Section 2. Lease Approval; Authorization.** The Village President and Board of Trustees hereby exercise the power and authority described in Section 11-75-1 of the Municipal Code to approve the Lease with the Tenant for the Property, a copy of which is attached hereto and incorporated herein as **Exhibit A**. The Village President and Board of Trustees further direct and authorize the Village Administrator and Clerk to sign and attest such Lease in the manner required by law.

**Section 3. Repeal.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent and only to the extent they are in conflict with this Ordinance.

**Section 4. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED THIS 5 DAY OF Jan., 2021, pursuant to roll call vote as follows:

|                       | <u>Ayes</u>   | <u>Nays</u>   | <u>Absent</u> | <u>Abstain</u> |
|-----------------------|---------------|---------------|---------------|----------------|
| Trustee Jeanne Allen  | <u>✓</u>      | <u>      </u> | <u>      </u> | <u>      </u>  |
| Trustee Dan Corbett   | <u>✓</u>      | <u>      </u> | <u>      </u> | <u>      </u>  |
| Trustee Nancy Farrell | <u>✓</u>      | <u>      </u> | <u>      </u> | <u>      </u>  |
| Trustee Lou Hacker    | <u>✓</u>      | <u>      </u> | <u>      </u> | <u>      </u>  |
| Trustee Kurt Kojzarek | <u>✓</u>      | <u>      </u> | <u>      </u> | <u>      </u>  |
| Trustee Guy Zambetti  | <u>✓</u>      | <u>      </u> | <u>      </u> | <u>      </u>  |
| President Rick Zirk   | <u>      </u> | <u>      </u> | <u>      </u> | <u>      </u>  |

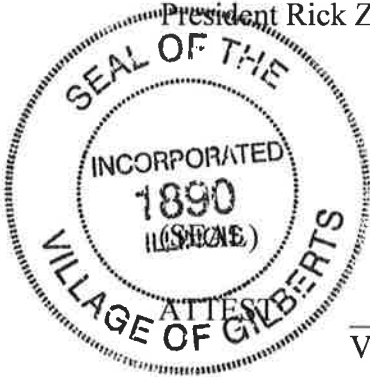
APPROVED THIS 5 DAY OF Jan., 2021

[Signature]  
Village President, Rick Zirk

[Signature]  
Village Clerk, Courtney Baker

Published:

1-6-21



**EXHIBIT A**

*Lease*

## WATER TOWER LEASE AGREEMENT

Jan 8, 2021

THIS WATER TOWER LEASE AGREEMENT (the "Lease"), made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, between **The Village of Gilberts**, an Illinois municipal corporation, with an address as stated in Section 1.1, (hereinafter designated "Landlord"), and **Chicago SMSA Limited Partnership d/b/a Verizon Wireless** with its principal address as stated in Section 1.5 (hereinafter designated "Tenant"). The Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### 1: Lease Summary

- |     |  |   |
|-----|--|---|
| 1.1 | Landlord and Contact Person  | With a copy to:   |
|     | Brian Bourdeau, Village Administrator<br>Village of Gilberts<br>87 Galligan Road<br>Gilberts, IL 60136 | Reserved  |
|     |  | 1.6 Property Identification Number<br><br>03-19-351-007   |
| 1.2 | Taxpayer ID.   |   |
|     | Reserved   | 1.7 Commencement Date. November 1, 2021.  |
| 1.3 | Tenant.  | 1.8 Initial Term. Five (5) years.   |
|     | Chicago SMSA Limited Partnership<br>d/b/a Verizon Wireless   | 1.9 Initial Term Rent. \$32,659.20<br>annually, \$2,721.60 monthly  |
| 1.4 | Tenant's Contact Person.   | 1.10 Renewal Terms. Four (4) five (5) year<br>renewal terms.  |
|     | Network Operations Center<br>(800) 852-2671/(800) 621-2622   | 1.11 Property. Landlord is the owner of a<br>parcel of land (the "Property") commonly<br>known as 598 Sleeping Bear Trail, Gilberts, IL<br>60136. The Property is more particularly<br>described in Exhibit A annexed hereto.   |
| 1.5 | Tenant's Address   | 1.12 Premises. Landlord hereby leases to<br>and Tenant leases from Landlord, that part of<br>the water tower located on the Property<br>("Water Tower") required for operation and<br>maintenance of Tenant's Equipment, as<br>defined herein below, and such parcels of real<br>estate on the Property, measuring 1575 square<br>feet (the "Leased Area"), and all access, utility<br>easements, and landscaping easements,<br>including but not limited to an 8' wide utility |
|     | One Verizon Way<br>Mail Stop 4AW100<br>Basking Ridge, NJ 07920   |   |
- With written notice to:
- Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attention: Network Real Estate

easement and 12' wide access easement, (collectively, the "Premises") as depicted on Exhibit B annexed hereto.

1.13 Lease. This Water Tower Lease Agreement including Exhibits A, B and C.

## **2: Term and Rent**

2.1 **Initially.** The initial term of this Lease shall be for five (5) years and terminating on the fifth anniversary of the Commencement Date (the "Initial Term"), unless otherwise terminated as provided in Section 18.

2.2 **Option to Extend.** The term of this Lease shall automatically renew for four (4) additional terms of five (5) years ("Renewal Terms") each following the Initial Term at the monthly rent stated below and otherwise upon the same terms and conditions stated in this Lease. The Initial Term and the Renewal Terms are referred to hereinafter collectively as the "Term." If Tenant desires not to extend any subsequent term of this Lease it shall give Landlord written notice of its intention not to extend the term at least sixty (60) days prior to the expiration of the then current term whereupon the Lease shall be deemed canceled upon the expiration of the then current term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy, terminable upon thirty (30) days written notice, with rent increased to 125% and otherwise under the same terms and conditions of this Lease.

### **2.3 Rent Increases/Payment Bonds.**

(a) The rent for the Initial Term is equal to \$2,721.60 per month. On the first day of each Renewal Term, the rent shall increase by 15% over the rent of the five-year term.

(b) Reserved.

(c) In order to further assure Landlord that the Tenant's improvements will be properly removed, and the Premises returned to Landlord in accordance with this Lease, Tenant shall deposit with Landlord on or prior to the Commencement Date a surety bond in the amount of Five Thousand Dollars (\$5,000.00) as security for its obligation to remove its equipment and improvements and restore the Premises at the termination of this Lease as provided in Section 18.3. Landlord shall be the named obligee on the bond. At the end of the Term of this Lease, if Tenant has not removed all improvements on the Premises and restored same to the condition required in this Lease within ninety (90) days of the expiration or earlier termination of this Lease, then upon ten (10) days prior written notice to Tenant, Landlord may draw on the bond to remove the improvements and restore the Premises as necessary. Nothing contained herein shall be construed to limit Landlord's damages to the amount of the bond if it is forced to removed Tenant's improvements and/or restore the Premises.

(d) Reserved.

## **3: Reimbursement of Costs.**

Tenant agrees to reimburse Landlord for all reasonable legal and professional fees associated with this Agreement. The total amount for reimbursement costs as specified in this Section 3 shall not exceed \$2,000.00

#### **4: Methods of Payment.**

4.1 **First Rent Payment.** Not later than Fourteen (14) business days after the Commencement Date, Tenant shall pay Landlord rent for the first month of the Initial Term.

4.2 **Subsequent Monthly Rent Payments.** Effective with the first (1st) day of the second (2<sup>nd</sup>) month of the Term (after the First Rent Payment) rent shall be payable monthly in advance on the first (1st) day of each calendar month. Rent for any fractional month at the beginning or at the end of the Term shall be prorated. Rent payments made after the tenth (10<sup>th</sup>) day of the month shall be considered late (hereinafter "Late Payments"). Late Payments shall be subject to a processing fee of one and one half percent (1.5%)

4.3 **Location for Payment.** All rent shall be paid to Landlord at the Address set forth above or to another person, firm or place which the Landlord may from time to time designate in writing at least forty- five (45) days in advance of a rent payment date.

#### **5: Use of Property.**

Tenant may use the Property for its own lawful telecommunications purposes and related site preparation, improvements and maintenance purposes in strict accordance with the plans attached hereto as Exhibit C, local rules and governmental regulations, and such use shall not interfere with Landlord's use of the Property (i.e., if Tenant is making improvements to the Property, Tenant cannot place equipment or materials in such a manner as to block Landlord's access or affect the operation of the Water Tower). Landlord agrees to cooperate with Tenant, at Tenant's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises. Tenant's use of the Premises (see Plans Exhibit C) shall be exclusive, subject to the co-location of other carriers.

Tenant does not object to and will make reasonable efforts to allow co-location of other wireless telecommunication companies on the Water Tower, provided that such installation does not cause radio frequency or other interference with Tenant's Facilities, use or operations. No collocation or sublease of the Premises shall be permitted unless the collocater or subtenant first executes a ground lease agreement with Landlord.

## **6: Tenant's Installation.**

**6.1 Improvements.** Tenant has the right to erect, maintain and operate on the Premises communications facilities, antenna structure, antennas, electronic equipment, air conditioned equipment shelter, back-up power generator, radios, other personal property, fixtures, cables, transmission lines, utilities lines and any other appurtenant improvements (collectively, the "Facilities" or "Equipment"), given Tenant first shall obtain a building permit from the Village of Gilberts prior to any construction activities conducted by Tenant. Tenant may from time to time replace any of these items with new or different items with the substantially similar specifications so long as their installation is otherwise in compliance with this Lease and applicable laws, ordinances and codes. Tenant's installation shall not interfere with Landlord's use of the Property. Within thirty (30) days from the date of completion of any construction activity (or as soon as possible thereafter weather conditions permit), whether upon installation or later maintenance, repair and replacement, Tenant shall restore or cause to be restored to the reasonable satisfaction of Landlord, the Premises and any other affected areas of the Property, including without limitation any and all landscaping, as nearly as may be, to the same condition that existed immediately prior to the commencement of such activities by Tenant, reasonable wear and tear or damage by casualty not caused by the Tenant excepted.

If Tenant desires to make any interior or exterior improvements which vary from plans attached hereto as Exhibit C, the plans for such improvements shall be submitted to and are subject to Landlord's approval, such approval not to be unreasonably denied. As used in this paragraph, improvements do not include the replacement of existing equipment with new or similar equipment.

**6.2 Compliance with Law.** Tenant undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, installation of Tenant's Facilities and compliance with all code requirements and regulations of governmental authorities having jurisdiction over the construction, maintenance and repair of Tenant's Facilities, including but not limited to compliance with laws or regulations effecting construction of public buildings and service areas used by public employees, and Tenant agrees to promptly remedy or correct any deficiencies with such compliance. The installation shall be processed pursuant to permit and conducted by authorized and licensed personnel. The construction work shall proceed without interference or disruption, or minimization of same, to the current operations of the Landlord.

**6.3 Lien-Free Work.** Tenant shall (a) pay prior to delinquency all costs and expenses of work done or caused to be done by Tenant in the Premises; (b) keep the title to the Property and every part thereof free and clear of any lien or encumbrance in respect of such work; and (c) indemnify and hold harmless Landlord against any claim, loss, cost, demand (including reasonable legal fees), whether in respect of liens or otherwise, arising out of the supply of material, services, or labor for such work. Tenant shall immediately notify Landlord of any lien, claim of lien, or other action of which Tenant has constructive or actual knowledge and which affects the title to the Property or any part thereof, and shall cause the same to be removed within thirty (30) days after notice (or such additional time as Landlord may consent to in writing), either by paying and discharging such lien or by posting a bond or such other security as may be reasonably satisfactory to the Landlord. If Tenant shall fail to remove same within with said time period, Landlord may take such action as Landlord deems necessary to remove the same and the entire cost thereof shall



be due and payable by Tenant to Landlord as additional rent and shall be due and payable in full no later than sixty (60) days from receipt of the invoice for such costs.

**6.4 Drawings; Approval.** Prior to the application for any building permit for installation or replacement of Tenant's Facilities, Tenant shall submit Tenant's construction and antenna drawings to Landlord to approve the construction and antenna installations. Landlord shall review such drawings within twenty (20) working days of receipt of plans. If Landlord does not request changes within such 20-day period, approval shall be deemed given. Such approval shall not be unreasonably denied and shall be deemed conceptual and programmatic only and shall not relate to structural or other building code compliance. Nothing in this Section shall be deemed to be a substitute for or waive or reduce applicable regulatory reviews, inspections and approvals.

Notwithstanding the foregoing, Tenant shall not be required to submit construction and other drawings to Landlord for approval for routine maintenance or repair to Tenant's Equipment. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that Tenant shall be entitled to continue to operate all Equipment it has installed at the Premises as of the Commencement Date, regardless of whether such Equipment is shown on Exhibit C.

**6.5 Workmanlike Construction.** Tenant agrees that all work performed under this agreement shall be completed in a neat, workmanlike manner consistent with good engineering practices. All costs for the installation, maintenance and repair of Tenant's Facilities, including, but not limited to, the cost of extending electrical service to Tenant's Equipment, will be paid by the Tenant. Tenant shall maintain the Premises in a clean and orderly manner.

**6.6 Title to Various Items.** Landlord shall, at all times, be the sole and exclusive owner of the Property. The Tenant shall at all times be the sole and exclusive owner of Tenant's Facilities. All of Tenant's Facilities shall remain Tenant's personal property and are not fixtures.

**6.7 Utilities.** Tenant shall pay for the electricity it consumes in its operations at a rate charged by the servicing utility company. The Parties acknowledge that Tenant shall continue to draw electricity, by separate meter, and other utilities from the existing utilities on the Property or obtain separate utility service from any provider that will provide service to the Property (including a standby power generator for Tenant's exclusive use). Landlord agrees to sign such documents or easements as may be required by said provider to provide such service to the Premises, including the grant to Tenant or to the provider at no cost to the Tenant, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein.

**6.8 Landlord Maintenance.** The Landlord reserves the right to perform, at its sole expense, structural repairs, maintenance or cosmetic maintenance, including painting, on its Water Tower structure or the Property. Landlord shall give Tenant at least one hundred eighty (180) days' prior written notice of the intended work. Tenant shall, at Tenant's cost and expense, temporarily relocate and continue to operate its antennas, or otherwise to secure the Facilities generally, to protect them from damage and to allow Tenant's continued operation. Tenant will be permitted to install a reasonably necessary temporary facility on the Property to keep its Facilities operational, provided it complies with the non-disturbance provisions of this Agreement and provided such temporary relocation and/or facility is similar to Tenant's is fully compatible for

Tenant's use, in Tenant's reasonable determination. In the event the operation of Tenant's Facilities is interrupted during any temporary relocation required to accommodate Landlord's repairs or maintenance, the rent shall abate on a pro rata basis during the period of such interruption. Any repairs or maintenance will be conducted by Landlord as diligently and expeditiously as possible. Upon the completion of Landlord's repairs or maintenance, Tenant shall be permitted to return to its original location from the temporary relocation or facility.

#### **7: Taxes.**

Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property. Tenant shall not be responsible for any real estate, special assessments or similar taxes relating to the Property except to the extent permitted by statute for the value of Tenant's leasehold estate.

If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the real property taxes and special assessments now imposed on the real property there is imposed a tax upon or against the rentals payable by Tenant to Landlord, Tenant shall pay those amounts in the same manner as provided for the payment of real property taxes.

#### **8: Indemnification.**

Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of any acts or omissions in the operations or activities on the Property for which the indemnifying party, or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, may be held liable under the laws of the State of Illinois, or a breach of any obligation of the indemnifying party under this Lease, specifically including Tenant's obligation to provide Landlord with notice of any lapse in insurance coverages required by Article 9 hereof. If Tenant fails to provide the notice required by Section 9.4 hereof, and any required insurance lapses, the indemnification obligations of this Article 8 shall include losses incurred by Landlord for Tenant's failure to provide the required notice. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon its receiving written notice within sixty (60) days of any event giving rise to an obligation to indemnifying the other party. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Not in limitation of the foregoing, Tenant agrees to pay for any costs incurred by the Landlord, including but not limited to attorneys' fees, experts' fees, and other related costs associated with administrative hearings or litigation in the event any suit is filed or claim made by a third party regarding the manner of use and possession of the Leased Premises authorized by this Agreement, except for those suits or claims that may be due to or caused by the willful or malicious acts of Landlord or its agents. The parties agree that Tenant shall be permitted to obtain the legal counsel of its choosing for the defense against such suits or claims as contemplated by this paragraph. . Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, Tenant and

Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability. Additionally, neither party shall be required to indemnify the other for negligence or willful misconduct of such party, or its employees, contractors or agents.

## **9. Insurance.**

**9.1 Types; Limits.** During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(a) Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with limits of One Million Dollars (\$1,000,000) each accident/disease/policy limit.

(b) Commercial general liability insurance with limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage, Five Million Dollars (\$5,000,000.00) general aggregate including personal and advertising, blanket contractual liability insurance, products and completed operations liability, independent contractor's liability and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(c) Commercial automobile liability insurance in an amount of Five Million Dollars (\$5,000,000) combined single limit each accident for bodily injury and property damage covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents.

(d) Excess umbrella insurance providing coverage over the commercial general liability, automobile liability and employer's liability coverage required herein, with limits, on an occurrence basis and in the aggregate, of Two Million Dollars (\$2,000,000.00).

(e) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Tenant's Facilities. Upon completion of the installation of the Tenant's Facilities, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Tenant's property. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(f) All policies other than those for Worker's Compensation shall be written on an occurrence and not a claims-made basis.

(f) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

**9.2 Additional Insureds.** All policies, except for property, business interruption and worker's compensation and employer's liability policies, shall include Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commission and employees as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds") as respects this Lease on primary and non-contributory basis. The foregoing insurance coverages shall also contain a severability-of-interests clause.

**9.3 Evidence of Insurance.** Certificates of insurance for each insurance policy and blanket additional insured endorsement required to be obtained by Tenant in compliance with this Section, along with written evidence of payment of required premiums shall be filed and maintained with Landlord upon Landlord's request, no more than annually, during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

**9.4 Cancellation of Policies of Insurance.** Upon receipt of notice from its insurer(s), Tenant shall provide Landlord with thirty (30) days' prior written notice of cancellation of any required coverage.

**9.5 Insurance Companies.** All insurance shall be effected under valid and enforceable policies, insured by insurers authorized to do business by the State of Illinois or surplus line carriers on the State of Illinois Insurance Commissioner's approved list of companies qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-VII or better by A.M. Best Company.

**9.6 Deductibles.** If any of the foregoing insurance policies are written with deductibles or retentions, Tenant agrees to indemnify and save harmless Landlord and Additional Insureds from and against the payment of any deductible or retention and from the payment of any premium on any insurance policy required to be furnished by this Lease.

**9.7 Contractors.** Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, substantially the same coverage with substantially the same limits as required of Tenant.

**9.8 Review of Limits.** Once during each Renewal Term, Landlord and Tenant shall mutually determine whether to make any increases in Tenant's insurance policy limits, in accordance with generally accepted industry standards, for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amount of said insurance increases, then Tenant agrees that all insurance policy limits as set forth in this section shall be adjusted for increases in the cost of living (in the same per).

**9.9 Non-Waiver.** Under no circumstances shall the Landlord be deemed to have waived any of the insurance requirements of this Lease by: (A) allowing any work to commence before receipt of certificates of insurance or additional insured endorsements; (B) by failing to review any certificates or documents received; or (C) by failing to advise the Tenant that any certificate of insurance fails to contain all of the required insurance provisions or is otherwise deficient in any manner. The Tenant agrees that the obligation to provide the insurance required

by these documents is solely Tenant's responsibility and that Tenant's obligations cannot be waived by any act or omission of the Landlord.

#### **10. Landlord's Representations.**

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:

10.1 **Authority.** Landlord is solvent and the owner of the Property in fee simple. Landlord has full authority to execute, deliver, and perform this Lease and is not in default of any mortgage affecting this Property.

10.2 **No Condemnation.** Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Property, or any part, instead of condemnation.

10.3 **No Unrecorded Liens.** Landlord has not performed and has not caused to be performed any work on the Property during the six months preceding the date of this Lease which could give rise to any mechanic's or materialmen's liens. There are no unrecorded easements or agreements affecting the Property.

10.4 **Maintenance.** Landlord will maintain and repair the Property and access thereto, the Water Tower, and all areas of the Premises where Tenant does not have exclusive control, as required by, and in compliance with, applicable law.

#### **11: Easements.**

11.1 **Granted.** For the Term, Landlord grants to Tenant, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property described in Exhibit "B". Tenant and its authorized representatives shall have the right of ingress and egress to and from the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes under or along a twelve (12') foot wide non-exclusive easement extending from the nearest public right of way to the demised Premises. Notwithstanding the preceding sentence, all non-emergency work capable of being scheduled in advance shall only occur between 8:00 a.m. and 6:00 p.m.; only emergency repairs may be conducted between 6:00 p.m. and 8:00 a.m. All utilities for Tenant's Facilities will be constructed or installed so as to be underground. Any installation activity shall be coordinated with Landlord so as not to disrupt Landlord's activities. To the extent practicable, all easements herein described shall be parallel and coterminous so as to cause the least interference with the Landlord's use of the Property.

11.2 **Modifications.** If subsequent to the date of this Lease it is reasonably determined by Tenant that any access or utility easement obtained does not or no longer adequately serves the Premises and Tenant's use thereof, Landlord agrees to cooperate with Tenant to relocate such easements where practical at Tenant's sole cost and expense. In the event the Landlord is unable to relocate any of the necessary easements, then at Tenant's option this Lease may be terminated upon thirty (30) days prior written notice to Landlord. Notwithstanding anything to the contrary

contained herein, Tenant shall be required to restore the location of the prior easement to its original condition, reasonable wear and tear excepted. If such prior easement was used by parties other than Tenant, Tenant and such parties shall share pro-rata in the costs to restore.

## **12: Assignment.**

Tenant may not assign, sublease or otherwise transfer all or any part of its interest in the Lease or in the Property without the prior written consent of Landlord; provided, however, that Tenant may assign or sublet its interest without consent to (i) any entity in which Tenant directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in tenant; (iii) any entity directly or indirectly under common control with Tenant; and/or (iv) any entity which acquires all or substantially all of Tenant's assets in the market defined by the FCC in which the Property is located by reason of merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporation dissolution of Tenant shall constitute an assignment hereunder.

Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes, or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

Landlord may assign this Lease upon written notice to Tenant, subject to the assignee assuming all of Landlord's obligations herein, including but not limited to, those set forth in Section 27 below. Upon assignment by either Tenant or Landlord such party shall be relieved of all future performance, liabilities, and obligations under this Lease.

## **13: Defaults.**

**13.1 By Tenant.** In the event of default under this Lease by Tenant, Landlord shall be entitled to remedies as shall then be provided by law; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to Tenant written notice of default to Tenant and the nature of the default and Tenant shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Tenant fails to cure a default, in addition to any other remedies available to Landlord, the Landlord may elect to commence eviction proceedings provided, however, Tenant shall be permitted a 90 day stay from receipt of a notice of eviction at 110% of the then current monthly rent to find an alternative site.

**13.2 By Landlord.** If Landlord defaults in any of its obligations under this Lease, Tenant may perform Landlord's obligation and may offset from the rent or any other amounts next payable Tenant's costs and expenses of doing so. Notwithstanding the foregoing, in the event of a default under this Lease, Tenant shall give to Landlord written notice of the default specifying the nature of the default and Landlord shall have thirty (30) days (or, if the default cannot be cured

within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after the receipt of the notice within which to cure the default, during which time no remedy may be pursued or implemented. If Landlord fails to cure a default, in addition to any other remedies available to Tenant, the Tenant may elect to terminate this Lease. These are the sole remedies available to Tenant, the sum of which shall not in any event exceed the total amount of rent due and payable under this Lease.

#### **14: Condemnation.**

In the event of condemnation, Tenant's share of any condemnation award or proceeds from sale in lieu of condemnation shall be limited to compensation for Tenant's leasehold interest, antennae, improvements, transmission lines, loss of business and equipment, and Tenant's costs of relocation. Tenant shall not receive any part or portion of condemnation award or sales proceeds relating to compensation for Property owned by the Landlord.

#### **15: Casualty.**

In the event of damage by fire or other casualty to the Water Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days, then Tenant may, within sixty (60) days following such fire or other casualty, provided Landlord has not completed the restoration required to permit Tenant to resume its operation at the Premises, terminate this Lease upon fifteen (15) days prior written notice to Landlord. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Tenant's use of the Premises is impaired.

#### **16: Quiet Enjoyment.**

Landlord covenants and agrees that upon payment by the Tenant of the rental under this Lease and upon the observance and performance of the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person and Landlord shall perform all of its obligations under this Lease.

#### **17: Subordination, Non-Disturbance and Attornment.**

Tenant shall enter into recordable subordination, non-disturbance and attornment agreements with the holders of any mortgage, trust deed, installment sale contract or other financing instrument dated after the date of this Lease, on Tenant's commercially reasonable form.

#### **18: Termination.**

**18.1 By Tenant.** In addition to termination as a result of action or inaction pursuant to other parts of this Lease, Tenant may terminate this Lease: (a) at any time for any reason upon sixty (60) days written notice to Landlord and payment of six (6) months rental, or (b) immediately, without payment of any rent not yet due following written notice to Landlord of either (i) Tenant's inability to secure necessary zoning and/or Tenant has lost, been denied or failed to satisfy any necessary authorization to use the Property as contemplated in this Lease, or (ii) if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies or, (iii) if Tenant determines that the Premises are not appropriate for its operations for technological reasons, including, without limitation, signal interference. Economic hardship shall not be grounds for termination for cause.

**18.2 By Landlord.** Landlord may terminate this Lease if (i) there is a written, reasonable determination by a qualified engineer (using appropriate instruments which are properly calibrated) that the power density levels emitted from Tenant's Equipment located on the Property exceed the FCC maximum permissible exposure level limitation which pertain to the general public and as is specified in the applicable FCC regulations regarding uncontrolled areas and (ii) the Tenant is unable to bring its Equipment into compliance with such standard within sixty (60) days after receipt of a written copy of Landlord's engineering findings; or if Tenant abandons the leased Premises for a period of twelve (12) consecutive months.

In the event the Landlord determines, in its sole discretion, to decommission and remove the Water Tower, the Landlord reserves the right to require Tenant, upon twelve (12) months' prior written notice and at Tenant's expense, to remove Tenant's Facilities and relocate Tenant's Facilities to a new location owned by the Landlord as mutually agreed to by the Parties. If the Parties cannot agree on a substitute location for Tenant's Facilities, Tenant may terminate this Agreement upon ninety (90) days' prior written notice to Landlord.

**18.3 Removal of Equipment.** Upon the expiration of this Lease, or its earlier termination or cancellation for any reason, Tenant shall at its sole expense remove from the Property all of its antennae, antenna structures, transmitting and receiving equipment, transmitting lines, and other personal property, fixtures and other improvements. Tenant shall have up to ninety (90) days after the effective date of the expiration, termination, cancellation to complete removal of all items. If Tenant requires any of the ninety (90) day period after the effective date for the removal, Tenant shall pay Landlord the then current monthly rent in advance for each thirty (30) day period or portion thereof Tenant requires to complete the removal. Tenant shall be required to remove only its Equipment, including radio cabinets, antennas, connecting cables, and other personal property. Tenant shall not be required to remove any equipment platforms, slabs, concrete pads, foundations, below-grade improvements, underground utilities, or related infrastructure which has been installed for or by existing tenants.

## **19: Cooperation.**

Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request. At any time after the date of this Lease or the Commencement Date, either party



shall execute or cause to be executed any documents, or take or cause to be taken any actions, reasonably necessary to carry out the intent of this Lease.

#### **20: Lease Construction.**

This Lease shall be construed in accordance with the laws of the State of Illinois. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect. This Lease has been prepared by both parties and shall not be construed under the rule of construction whereby a document is construed against the author thereof.

#### **21: Entire Binding Understanding; No Oral Modification.**

All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant and approved in the manner required by law.

#### **22: Successors.**

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns or subtenants of the parties and any grantee of Landlord.

#### **23: Notices.**

All notices, requests and other writings required under this Lease (including any notices of termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with copies as set out in the Landlord's Address and Tenant's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

#### **24: Performance.**

Time is of the essence in this Lease.

#### **25: Broadcast Interference.**

**25.1 Definition.** As used in this Lease, "interference" with a broadcasting activity means:

(a) Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or

(b) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Property or had any equipment on the Property.

## **25.2 Interference.**

(a) Tenant shall operate Tenant's Facilities in a manner that shall not cause physical, mechanical, radio frequency or signal interference to Landlord and other tenants or licensees of the Property, provided that their installation predates the installation of Tenant's Facilities and as long as those existing tenants or licensees continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. All operations by Tenant shall be in compliance with all Federal Communication Commission ("FCC") requirements.

(b) Landlord shall not permit itself, its tenants or licensees to install new equipment on the Property if such equipment is likely to cause physical, mechanical, radio frequency or signal interference with Tenant's operations. Such interference shall be deemed a material breach by Landlord. In the event interference occurs, Landlord agrees to take all reasonable steps necessary to eliminate such interference in a reasonable time period, including providing notice to other tenants, lessees or licenses suspected of causing interference to Tenant's Facilities or Tenant's operations within 24 hours following Landlord's receipt of notification from Tenant of such interference. Landlord shall have the right to install equipment that is in compliance with all FCC standards and regulations. Notwithstanding anything herein to the contrary, Landlord specifically reserves the right to install and co-locate public safety equipment on the Property for the purpose of improving police and fire dispatch services and such equipment shall enjoy absolute priority with respect to interference, provided that such equipment is operating within its FCC-licensed spectrum.

(c) Should Landlord claim interference with their existing uses due to Tenant's Facilities, Tenant shall, at its sole cost and expense, cooperate with Landlord to determine if Tenant's Facilities are the source of such claimed interference. Such cooperation shall include but not be limited to inter-modulation studies. Should it be determined by such studies that such interference is directly attributable to the operations of the Tenant's Facilities on the Property, Tenant, at its sole cost and expense, shall use its best efforts in taking measures to modify the Tenant's Facilities in order to mitigate such interference to Landlord's reasonable satisfaction.

(d) Tenant's Equipment may not cause any interference to the operation of any public safety equipment such as police, fire department and 9-1-1 dispatch, as long as such equipment is operating within applicable legal guidelines and requirements. In the event Landlord's emergency radio systems cause interference to Tenant's Facilities, Landlord will work with Tenant to secure a reasonably acceptable alternate location on Landlord's property that is suitable for Tenant's use and acceptable to Landlord if such interference occurs. In the event Landlord's emergency radio systems cause interference to Tenant's Facilities, Tenant's sole remedy shall be to terminate this Lease upon prior written notice

to Landlord. Alternatively, Landlord may work with Tenant to secure an alternate location on Landlord's property that is suitable for Tenant's use and acceptable to Landlord, in its sole discretion, if such interference occurs.

## **26: Environmental Matters.**

**26.1 Definition.** For purposes of this Lease:

(a) "Applicable Environmental Laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Super-fund" or "Super-lien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(b) "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in Applicable Environmental Laws.

**26.2 No Hazardous Material.** Neither the Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Property or any part thereof nor any part thereof has ever been used by the Landlord, or to the best knowledge of the Landlord, by any other person either as a permanent or temporary dump site or storage site for any Hazardous Material.

**26.3 Compliance and Indemnity.** Landlord shall comply with all Applicable Environmental Laws with respect to the Water Tower and Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Material on the Property or the migration of any Hazardous Material to other properties or the release of any Hazardous Material into the environment, that relate to or arise directly from the indemnitor's activities on the Property. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Notwithstanding anything to the contrary herein, the parties recognize that Tenant is only leasing a small portion of the Property and that Tenant shall not be responsible for any environmental condition or issue except to the extent resulting from Tenant's specific activities and responsibilities.

**26.4 Survival.** The provisions of and undertakings and indemnification set out in this Section shall survive the termination of this Lease.

## **27. Waiver of Landlord's Lien.**

(a) Landlord waives any lien rights it may have concerning the Tenant's Facilities which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

(b) Landlord acknowledges that Tenant may enter into a financing arrangement including promissory notes and financial and security agreement for the financing of the Tenant's Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

## **28. Memorandum of Agreement**

Landlord acknowledges that a Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Property is located.

## **29. Attorneys' Fees**

The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

## **32. Replacement of Prior Agreement**

The Parties are currently parties to a Water Tower Lease Agreement dated August 17, 2001 ("Prior Agreement," known by Tenant as C#36653), whereby Landlord leases the Premises to Tenant for the installation, operation and maintenance of Tenant's Equipment. The Prior Agreement is expected to expire on October 31, 2021. The Parties hereby covenant, recognize and agree that upon the Commencement Date hereof, Prior Agreement shall be terminated, shall be of no further effect, and shall be replaced in its entirety by this Lease.

**AGREED** as of the later of the two dates below:

**LANDLORD**

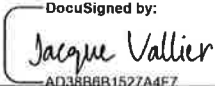
Village of Gilberts,  
an Illinois Municipal corporation

By:   
Name: Brian Bourdeau  
Title: Village Administrator  
Date: Jan 8, 2021

**Tax ID:**

**TENANT**

Chicago SMSA Limited Partnership d/b/a  
Verizon Wireless  
By Cellco Partnership, its managing general  
partner

By:   
Name: Jacques Vallier  
Title: Executive Director Network Engineering  
Date: Dec 11, 2020

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

The Property is described and/or depicted as follows:

LOT 65 IN INDIAN TRAILS SUBDIVISION, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS.

PIN: 03-19-351-007

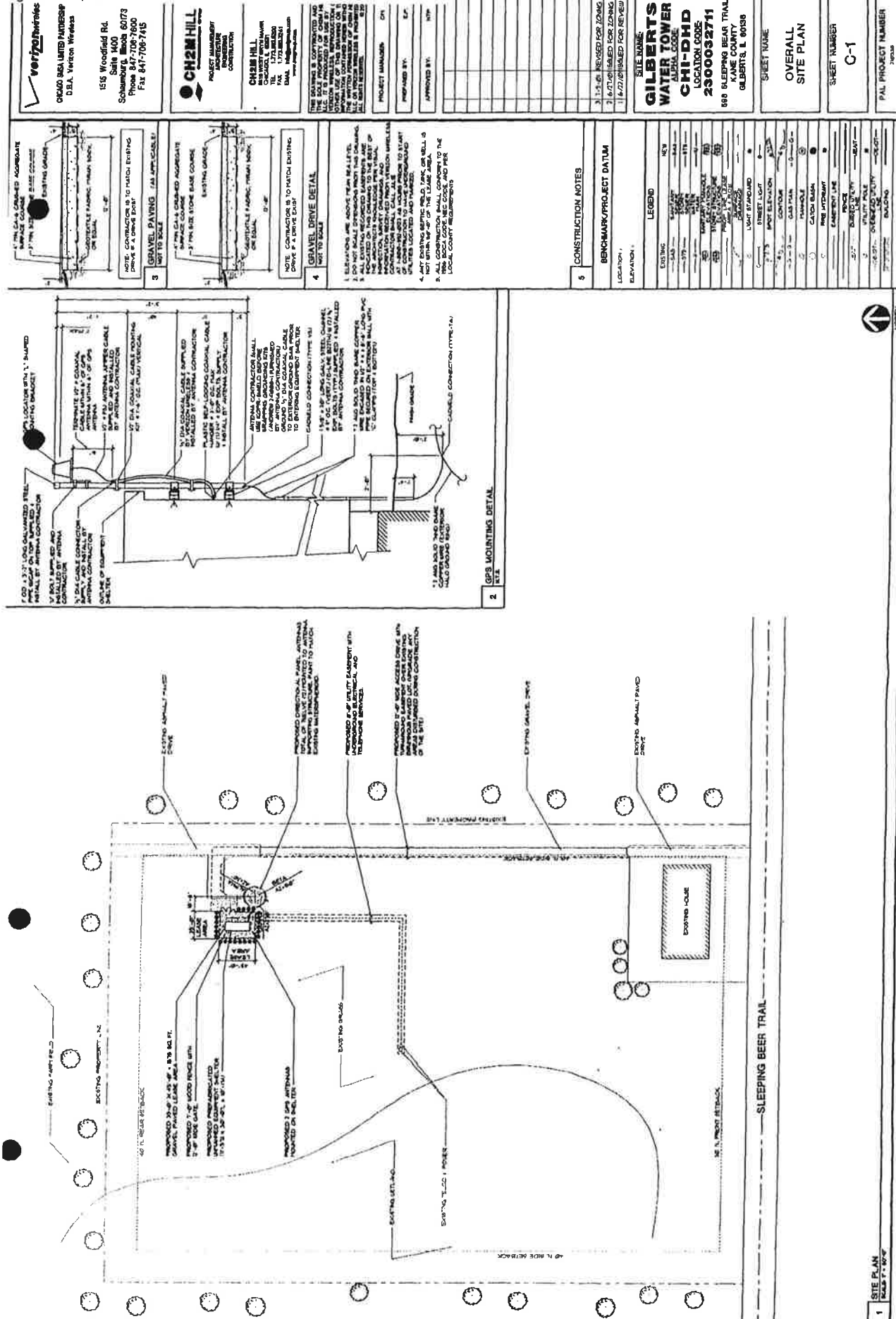
Common address: 598 Sleeping Bear Trail, Gilberts, IL 60136.

**EXHIBIT "B"**

**DESCRIPTION OF PREMISES**

(See attached)

[Per Section 11.1, this Exhibit needs to include easements granted to Tenant.]







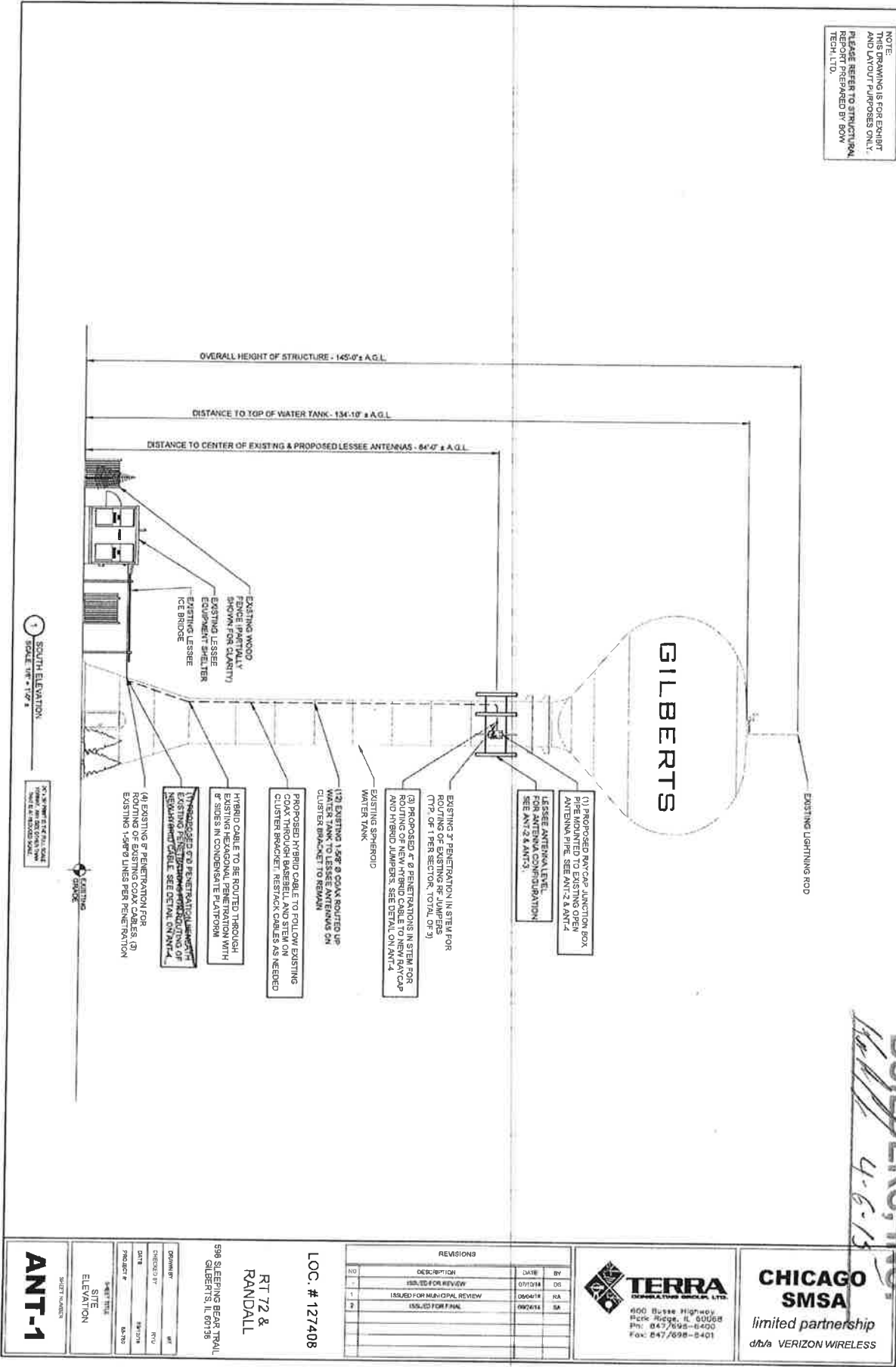
**EXHIBIT “C”**

**PLANS**

(See attached)

4828-9737-2448, v. 1-6511-3375, v. 1

NOTE:  
THIS DRAWING IS FOR EXHIBIT  
AND NOT FOR CONSTRUCTION.  
PLEASE REFER TO STRUCTURAL  
REPORT PREPARED BY BOV  
TECH, LTD.



As-Built  
COMMUNICATION  
BUILDERS, INC.  
4-6-13

| REVISIONS |                             |          |    |
|-----------|-----------------------------|----------|----|
| NO.       | DESCRIPTION                 | DATE     | BY |
| 1         | ISSUED FOR REVIEW           | 07/10/18 | DS |
| 2         | ISSUED FOR MUNICIPAL REVIEW | 08/04/18 | KA |
| 3         | ISSUED FOR FINAL            | 09/26/18 | SA |

**TERRA**  
CONSULTING ENGINEERS, LTD.

400 Rutte Highway  
Park Ridge, IL 60068  
Ph: 847/765-6400  
Fax: 847/698-5401

**CHICAGO SMSA**  
limited partnership  
d/b/a VERIZON WIRELESS

LOC. # 127408

RT 72 &  
RANDALL

598 SLEEPING BEAR TAIL  
GILBERTS, IL 60138

PROJECT # 181218  
DATE 8/1/18  
DRAWN BY RLU  
CHECKED BY RLU  
SCALE 1" = 10' ±

ANT-1

*As-Built*  
COMMUNICATION  
BUILDERS, INC.  
H. B. ... 46

limited partnership  
d/b/a VERIZON WIRELESS

**SMSA**

**TERRA**  
CHRYSLER, JENSEN, GUNDEL, LTD.  
800 Buise Highway  
P.O. Box 400, N. 6000B  
Rte. 647/69B-6400  
Fax: 647/69B-6401



| REV | DATE | DESCRIPTION       |
|-----|------|-------------------|
| 01  |      | ISSUED FOR REVIEW |
| 02  |      | ISSUED FOR REVIEW |
| 03  |      | ISSUED FOR REVIEW |
| 04  |      | ISSUED FOR REVIEW |
| 05  |      | ISSUED FOR REVIEW |
| 06  |      | ISSUED FOR REVIEW |
| 07  |      | ISSUED FOR REVIEW |
| 08  |      | ISSUED FOR REVIEW |
| 09  |      | ISSUED FOR REVIEW |
| 10  |      | ISSUED FOR REVIEW |
| 11  |      | ISSUED FOR REVIEW |
| 12  |      | ISSUED FOR REVIEW |

LOC. # 127408

RT 72 &  
RANDALL

598 SLEEPING BEAR TRAIL  
GILBERTS, IL 60138

|            |          |
|------------|----------|
| OWNER      | MT       |
| CHECKED BY | RYU      |
| DATE       | 03/23/04 |
| PROJECT #  | 66-740   |

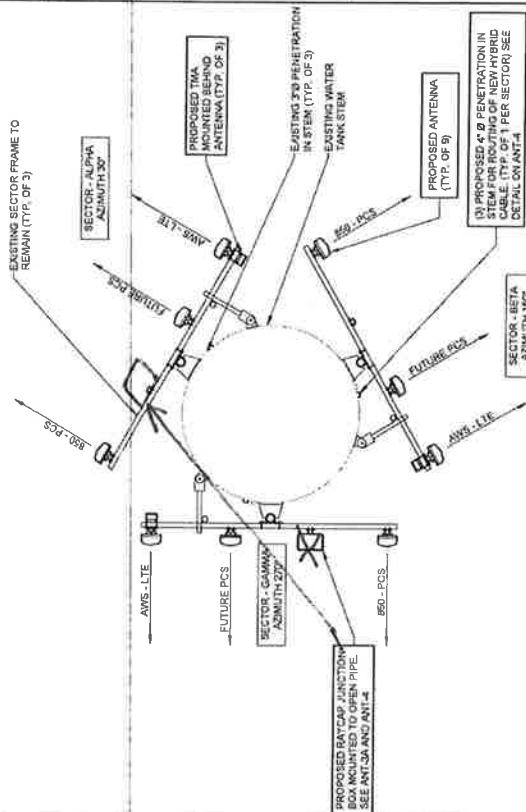
  

|             |
|-------------|
| SHEET TITLE |
| ANTENNA     |
| LAYOUT      |

|              |
|--------------|
| SHEET NUMBER |
| <b>ANT-2</b> |

## ANT-2

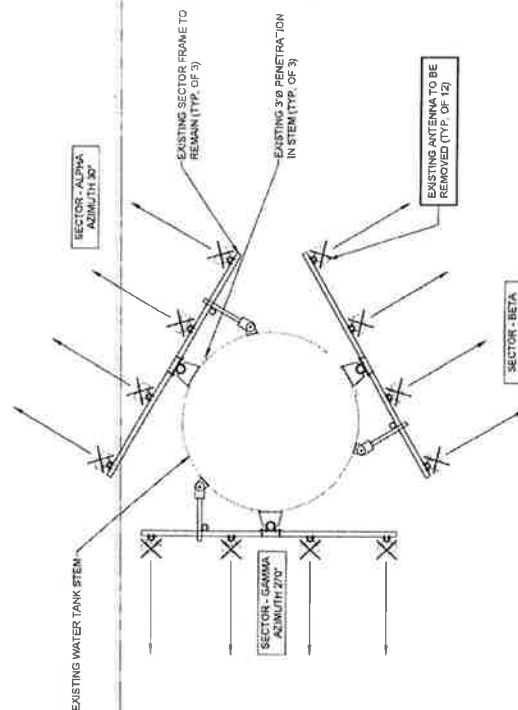


2. PROPOSED ANTENNA LAYOUT

**...G.C. TO GROUND ALL NEW  
COMPONENTS TO  
EXISTING GROUND BAR**

- NOTES:

1. THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.
2. FINAL EXHIBIT PERFORMING STRUCTURAL ANALYSIS BY OTHERS. NO ANTENNA OR LINE WORK TO BEGIN PRIOR TO CONFIRMATION OF ADEQUATE TOWER AND MOUNT CAPACITY.
3. G.C. TO VERIFY ANTENNA TECHNOLOGIES PRIOR TO REMOVAL OF ANY ANTENNAS.
4. REFER TO ANT-3 & ANT-3A FOR DETAIL ON EXISTING & PROPOSED RF CONFIGURATION.
5. G.C. TO ORIENT A PLACE PROPOSED RAYCAP JUNCTION BOX CLOSEST TO HYBRID CABLE ROUTE.



|   |                         |        |
|---|-------------------------|--------|
| 1 | EXISTING ANTENNA LAYOUT | N.T.S. |
|---|-------------------------|--------|

**G.G.C. TO GROUND ALL NEW COMPONENTS TO EXISTING GROUND BAR**

As-Built  
COMMUNICATION  
BUILDERS, INC.

4-6-17

CHICAGO  
SMSA  
limited partnership  
w/verizon wireless

TERRA  
600 BRASE  
Rm. 200  
Chicago, IL 60606  
Tel: 312.467.8500  
Fax: 312.467.8501

| NO. | DATE     | BY    | REVISIONS         |
|-----|----------|-------|-------------------|
| 1   | 06/01/17 | 60314 | ISSUED FOR REVIEW |
| 2   | 06/01/17 | 60314 | ISSUED FOR REVIEW |
| 3   | 06/01/17 | 60314 | ISSUED FOR REVIEW |
| 4   | 06/01/17 | 60314 | ISSUED FOR REVIEW |

LOC. # 127408

RT 72 &  
RANDALL

698 SLEEPING BEAR TRAIL  
GILBERT, IL 60138

|             |          |
|-------------|----------|
| Drawn By:   | WJ       |
| Checked By: | WJ       |
| Date:       | 06/01/17 |
| Project #:  | 127408   |

BEST TYPE  
ANTENNA  
INFORMATION

Sheet # 1 of 1

ANT-3

| EQUIPMENT CHANGE REQUEST FORM- ECR |                 |              |              |         |        |                 |        |              |  |
|------------------------------------|-----------------|--------------|--------------|---------|--------|-----------------|--------|--------------|--|
| Cell Name                          | RT 72 & RANDALL | Ref Engineer | Sarah Siskul | Cell ID | 70     | Location Number | 127408 | Site Address | 698 Sleeping Bear Trail, Gilbert, IL 60138 |
| Location Number                    | 127408          | Ref Engineer | Sarah Siskul | Cell ID | 70     | Location Number | 127408 | Site Address | 698 Sleeping Bear Trail, Gilbert, IL 60138 |
| Date of Request                    | 6/1/2017        | Ref Engineer | Sarah Siskul | Cell ID | 70     | Location Number | 127408 | Site Address | 698 Sleeping Bear Trail, Gilbert, IL 60138 |
| PROPOSED CONFIGURATION             |                 |              |              |         |        |                 |        |              |  |
| Antenna                            | Port            | Port         | Port         | Port    | Port   | Port            | Port   | Port         | Port                                       |
| A1                                 | 127408          | 127408       | 127408       | 127408  | 127408 | 127408          | 127408 | 127408       | 127408                                     |
| A2                                 | 127408          | 127408       | 127408       | 127408  | 127408 | 127408          | 127408 | 127408       | 127408                                     |
| A3                                 | 127408          | 127408       | 127408       | 127408  | 127408 | 127408          | 127408 | 127408       | 127408                                     |
| A4                                 | 127408          | 127408       | 127408       | 127408  | 127408 | 127408          | 127408 | 127408       | 127408                                     |
| B1                                 | 127408          | 127408       | 127408       | 127408  | 127408 | 127408          | 127408 | 127408       | 127408                                     |
| B2                                 | 127408          | 127408       | 127408       | 127408  | 127408 | 127408          | 127408 | 127408       | 127408                                     |
| B3                                 | 127408          | 127408       | 127408       | 127408  | 127408 | 127408          | 127408 | 127408       | 127408                                     |
| B4                                 | 127408          | 127408       | 127408       | 127408  | 127408 | 127408          | 127408 | 127408       | 127408                                     |
| C1                                 | 127408          | 127408       | 127408       | 127408  | 127408 | 127408          | 127408 | 127408       | 127408                                     |
| C2                                 | 127408          | 127408       | 127408       | 127408  | 127408 | 127408          | 127408 | 127408       | 127408                                     |
| C3                                 | 127408          | 127408       | 127408       | 127408  | 127408 | 127408          | 127408 | 127408       | 127408                                     |
| C4                                 | 127408          | 127408       | 127408       | 127408  | 127408 | 127408          | 127408 | 127408       | 127408                                     |

1 EXISTING ANTENNA CONFIGURATION  
N/A

2 PROPOSED ANTENNA CONFIGURATION  
N/A

## Certificate of Completion

Envelope Id: 641C3F6D86974CCD9D7FBA229838CFD2

Status: Completed

Subject: Route\_72\_Randall\_Water Tower Lease Agreement - WEST TERRITORY APPROVED 12/11/20

Source Envelope:

Document Pages: 26

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jane Collier

AutoNav: Enabled

Jane.Collier@VerizonWireless.com

EnvelopeId Stamping: Enabled

IP Address: 69.78.66.88

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original

Holder: Jane Collier

Location: DocuSign

12/11/2020 1:20:04 PM

Jane.Collier@VerizonWireless.com

## Signer Events

Jacque Vallier

jacque.vallier@verizonwireless.com

Executive Director Network Engineering

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
Jacque Vallier  
AD38B8B1527A4F7...

Signature Adoption: Pre-selected Style

Using IP Address: 137.188.108.201

## Timestamp

Sent: 12/11/2020 1:30:17 PM

Viewed: 12/11/2020 1:48:07 PM

Signed: 12/11/2020 1:48:33 PM

## Electronic Record and Signature Disclosure:

Accepted: 12/11/2020 1:48:07 PM

ID: dc594259-364f-43f5-a05c-1588a7ef3a41

Brian Bourdeau

BBourdeau@villageofgilberts.com

Village Administrator

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
Brian Bourdeau  
FFD85A7C8D6D42B...

Signature Adoption: Pre-selected Style

Using IP Address: 108.75.208.229

Sent: 12/11/2020 1:48:35 PM

Resent: 12/29/2020 1:40:12 PM

Viewed: 12/11/2020 1:52:46 PM

Signed: 1/8/2021 7:40:42 AM

## Electronic Record and Signature Disclosure:

Accepted: 12/11/2020 1:52:46 PM

ID: b5c7299b-1d1d-4c67-b8cf-1d8d9651aac0

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Stephine Coleman

stephine.coleman@verizonwireless.com

Security Level: Email, Account Authentication  
(None)

COPIED

Sent: 1/8/2021 7:40:44 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

**Carbon Copy Events**

Caroline Polk

polk@insite-inc.com

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Status****COPIED****Timestamp**

Sent: 1/8/2021 7:40:44 AM

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

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**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

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