



AGENDA

Finance Committee
Special Meeting
Village Hall

1900 Hassell Road, Hoffman Estates, IL 60169

October 7, 2024

Council Chambers

7:00 PM

1. **CALL TO ORDER/ROLL CALL**

2. **PUBLIC COMMENT**

3. **NEW BUSINESS**

A. Approval of an existing communication antenna license renewal agreement -
Olmstead Water Tower.

4. **ADJOURNMENT**

Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office. The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.



AGENDA ITEM REPORT

Finance Committee

October 7, 2024

ITEM 3A

REQUEST: Approval of an existing communication antenna license renewal agreement - Olmstead Water Tower.

FROM: Jana Dickson, Assistant Corporation Counsel

ITEM TYPE: Agreement - Committee

REQUEST SUMMARY

The Village and T-Mobile have an existing lease, dated December 22, 2000, to construct and maintain cellular equipment located on the Olmstead Water Tower located at 4690 Olmstead Drive in Hoffman Estates. Due to the recent re-painting of the Olmstead Tower, the T-Mobile equipment had to be moved off the tower to a temporary structure. T-Mobile reached out to the Village to negotiate an extension of its lease before replacing the equipment on the water tower despite there being remaining term on the lease. With the completion of the Olmstead Tower painting project, replacement of the T-Mobile equipment in its new permanent location is important. This license agreement is necessary for installation to occur because it contains updated engineering and location plans for the permanent placement.

Over the past few years, the Village has begun transitioning existing cell equipment leases to licenses. This renewal agreement will transition the Village's relationship with T-Mobile from lessor to licensee and utilizes the Village's current license agreement terms. As a result of this transition, the existing lease agreement will be terminated upon the effective date of the new license agreement.

The initial term of the license agreement will be five years, and the license may renew for three additional five year terms for a total of twenty years. The rates agreed to by T-Mobile align with the Village's rate schedule and are consistent with the rates paid by the other carrier with cell equipment on the tower.

FINANCIAL IMPACT

This license will generate license fees to the Village that align with the Village's rate schedule. Revenue from this agreement is already contemplated in the budget and there is no additional financial impact to the Village.

RECOMMENDATION

Approval of an existing communication antenna license renewal on the Olmstead Water Tower.

ATTACHMENTS

1. CH13233B - License - Village of Hoffman Estates - Village of Hoffman Estates IL - Final Stamped

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EXISTING COMMUNICATIONS ANTENNA LICENSE RENEWAL AGREEMENT (4690
OLMSTEAD WATER TOWER)

THIS EXISTING COMMUNICATIONS ANTENNA LICENSE RENEWAL AGREEMENT (4690 OLMSTEAD WATER TOWER) (this "License") is effective as of the date of the last signature of the Parties (defined below) below, ("Effective Date") by and between the VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation ("Village"), as licensor, and T-Mobile Central LLC, a Delaware limited liability company with its principal office located at 12920 SE 38th Street, Bellevue, WA 98006 ("Licensee") as licensee. Village and Licensee are at times collectively referred to as "Parties" or individually as a "Party".

Recitals

WHEREAS, Village owns the parcel of land located at 4690 Olmstead Drive, Hoffman Estates, Illinois 60192 (the "Land"), together with the water tower (the "Tower") located on the Land. The Land and the Tower are at times collectively referred to as the "Property".

WHEREAS, Village and Licensee (or its predecessor in interest) previously entered into that certain Communications Lease Agreement (Water Tower) dated December 22, 2000, ("Existing Agreement") granting Licensee a lease to construct and maintain an equipment enclosure on the Land and to place certain wireless communications facilities upon the Tower, together with a non-exclusive easement for utilities and ingress and egress for access thereto.

WHEREAS, pursuant to the Existing Agreement, Licensee has in place a wireless communications facility upon the Tower, which includes the placement of antennas, lines and cables on the Tower, with the accompanying electronic equipment cabinets located on a portion of the Land (collectively, the "Existing Equipment").

WHEREAS, Village and Licensee desire to terminate and replace the Existing Agreement in its entirety and thereby allow the Licensee to continue to maintain and operate its Existing Equipment on the Land and upon the Tower, as the case may be, in accordance with the terms and conditions stated herein.

Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this License, Village and Licensee agree as follows:

1. Recitals. The above recitals are hereby incorporated into and made a part of this License.
2. Existing Agreement. As of the Effective Date herein the Existing Agreement is terminated and of no further force or effect. Licensee shall receive credit for any rent paid pursuant to the Existing Agreement, which shall apply to rental obligations under this License.
3. License of Premises. Subject to the terms and conditions set forth herein, the Village hereby licenses to Licensee and Licensee licenses from Village, the approximately 290 square feet of the Land and the space on the Tower as described in the site plans approved by the Village and attached hereto as Exhibit A, together with the easements for access and utilities as set forth in Section 7 and Section 8 herein (the "Premises").

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4. Term. The initial term of this License shall be the period commencing on the Effective Date and terminating at midnight on the fifth (5th) anniversary of the Effective Date (the "Initial Term"). The word "Term" refers to both the Initial Term and any Renewal Term (as defined below). Licensee shall have the right to extend this License for three (3) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This License shall automatically renew for each successive Renewal Term unless Licensee notifies the Village, in writing, of Licensee's intention not to renew this License, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

5. Permitted Use.

(a) Licensee, its personnel, invitees, contractors, agents, its authorized sublicensees, or authorized assigns ("Authorized Users") may use the Premises only for the transmission and reception of any and all communications signals and for the construction, installation, operation, maintenance, replacement, upgrade and repair of Licensee's Facilities (as herein defined) (collectively, the "Permitted Uses") and for no other use. "Licensee's Facilities" means the radio communications facilities, including Existing Equipment, utility lines, transmission lines, equipment shelters, electronic equipment, radio transmitting and receiving antennas, microwave dishes and global positioning system antennas, and supporting structures thereto installed, owned and operated by an Authorized User. Licensee shall, at its expense, comply with all applicable present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of the Premises.

(b) Licensee shall have the right to modify, supplement, replace with "like for like" equipment, enhance, upgrade, or refurbish Licensee's Facilities, or relocate the same within the designated Premises at any time during the Term of this License to the extent that such changes do not materially differ from Exhibit A. Proposed changes to Licensee's Facilities that will increase Tower loading or exceed the designated Premises will require Village consent. The Village shall respond to Tenant's written request for such changes within thirty (30) days. Notwithstanding anything to the contrary, Licensee shall obtain all necessary governmental and other use permits or approvals including those required by the Municipal Code of Hoffman Estates. Licensee shall provide Village with no less than three (3) days prior written notice before commencing any work described herein.

(c) Village shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing Permitted Uses. If Village does not comply with the terms of this Section 5(c), in addition to any other rights it may have at law, after providing Village with written notice and an opportunity to cure, Licensee may terminate this License and shall have no further liability to Village.

(d) Prior to any material changes of Licensee's Facilities permitted by this License, Licensee, at its sole cost and expense, shall provide Village with a structural report of the Tower prepared by an Illinois-licensed and certified structural engineer.

6. Interference and Testing.

(a) Licensee shall not use the Premises or Licensee's Facilities in any way which interferes with the use of any portion of the Property by Village, or by lessees or licensees of Village with rights in any portion of the Property provided that such lessees' or licensees' installations or uses predate the Licensee's original recording of a Memorandum of License as to the Premises under the Existing Agreement. Similarly, Village shall not use (other than for public safety purposes) nor shall Village permit its lessees,

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licensees, grantees, employees, invitees or agents to use (other than for public safety purposes) any portion of the Property in any way which materially interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering Party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this License immediately upon written notice.

(b) The Tower is in use and will be during the Term. If required for the operation, use, maintenance, repair or replacement of the Tower, Licensee shall, upon sixty (60) days prior written notice, temporarily cease or modify its operations on the Premises as directed by Village, in order to protect the health, safety and welfare of workers or other persons on the Property. In the event of an emergency involving immediate threat of damage to property or injury to persons, Village will provide as much prior notice as reasonably possible under the circumstances. In particular, Licensee shall temporarily shut down all or a part of Licensee's Facilities whenever Village or its contractors, employees or agents will be working on the Tower portion of the Premises on which Licensee's Facilities are located. If necessary to maintain service during such work, Licensee shall have the right to locate a temporary antenna facility, (e.g. a cell-on-wheels) on the Property, including all utilities associated with the use of the temporary antenna facility. The placement of the temporary facility shall be at a mutually acceptable location.

In addition, Licensee shall install and maintain Licensee's Facilities in a manner which does not reduce the useful life (or increase the maintenance or repair cost) of the Tower or any portion of it. Licensee shall repair any damage to the Tower to the extent caused by Licensee, its employees, contractors or agents.

7. Access. Authorized Users shall have access to the Premises without notice to Village twenty-four (24) hours a day, seven (7) days a week, at no charge. Village grants to Authorized Users a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit A. Licensee shall provide written notice to Village no less than seven (7) days prior to going upon the Tower. Licensee agrees to protect the integrity and security of Village's property by strictly adhering to all ingress and egress procedures which may be established by the Village. In case of an emergency, Authorized Users may access the Premises without prior notice to Village, but shall inform Village as soon as practicable of the access. Where access to the Tower is required in an emergency, Authorized Users shall inform the Village's Public Works Department by contacting (847) 490-6800 prior to accessing the Tower. If Village fails to provide the access granted by this Section 7, such failure shall be a default under this License.

8. Utilities. Licensee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Licensee shall maintain, at its sole cost and expense, separate utility service from any utility company that will provide service to the Property. Any easement necessary for such power or other utilities will be at a location acceptable to Village and servicing utility company. Village will grant ingress and egress over the Land in a location reasonably acceptable to Village, from an open and improved public road to the Property to any service company providing utility or similar services, including electric power and telecommunications to Licensee, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Property.

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9. License Fee. Licensee shall pay Village, as the annual license fee, the amounts shown on Exhibit C attached hereto ("License Fee") during the Term. Except as otherwise provided in this License, the License Fee for any fractional year at the beginning or end of the Term shall be prorated. The License Fee shall be due and payable within thirty (30) business days of the Effective Date and on January 1st of each year thereafter during the Term. Payment shall be made to the Village at 1900 Hassell Road, Hoffman Estates, Illinois 60169, ATTN: Village Finance Director. With the consent of the Village, such consent not to be unreasonably withheld, conditioned or delayed, the Licensee may arrange for payments to be made by other means, including electronic funds transfer. Any License Fee not paid within ten (10) days of the due date shall, upon ten (10) days' notice to Licensee, be assessed a 5% late fee and shall bear interest at 2% per month or (if less) at the highest rate allowed by law.

10. Surrender of Possession. Within one hundred twenty (120) days following the earlier to occur of: (i) the last day of the Term, or (ii) the sooner termination of this License, Licensee, at its sole expense, shall remove Licensee's Facilities and any additional equipment, antennas, lines, cables, equipment support structures or any of the like and then shall restore and return the Premises to Village in the same condition as they were prior to the Existing Agreement, reasonable wear and tear and casualty loss excepted, including removing any footings, foundations and concrete constructed by Licensee to a depth of two feet below grade.

If Village requests in writing that Licensee not remove all or a portion of the improvements (but not the Licensee's Facilities), title to said improvements shall thereupon transfer to Village, and thereafter the improvements shall be the sole and entire property of Village, and Licensee shall be relieved of its duty to otherwise remove same. Any of Licensee's Facilities or other personal property, equipment or other improvements which are not removed prior to the date that is one hundred twenty (120) days following the earlier to occur of: (i) the last day of the Term or (ii) the sooner termination of this License, shall become the property of Village, at Village's option. Notwithstanding any other provision of this License, Licensee's obligation to pay the License Fee hereunder, including as provided in Section 11, shall continue until Licensee has complied with this Section 10.

11. Holdover.

(a) In the event Licensee remains in possession of the Premises more than thirty (30) days after expiration or earlier termination of this License, and without the execution of a new license, but with Village's written consent, Licensee shall be deemed to be occupying the Premises as a licensee from month to month, subject to all the provisions, conditions, and obligations of this License insofar as the same can be applicable to a month-to-month tenancy; provided, however, that the License Fee under Section 9 shall be at 150% of the then License Fee, prorated and paid monthly in advance.

(b) In the event Licensee remains in possession of any or all of the Premises (including abandoning any part of Licensee's Facilities) more than thirty (30) days after expiration or earlier termination of this License, without the execution of a new license and without Village's written consent, Licensee shall be deemed to be occupying the Premises without claim of right, and Licensee shall pay Village for all costs, including reasonable attorneys' fees, arising out of loss or liability resulting from delay by Licensee in so surrendering the Premises as provided herein and, in addition, shall pay as a charge for each day of occupancy, an amount equal to 150% of the then applicable License Fee.

12. Early Termination. Licensee may terminate this License at any time with ninety (90) days prior written notice to Village. In the event of termination pursuant to this Section, Licensee shall not be entitled to any refund or rebate of any License Fee previously paid or otherwise due and, in addition to any other requirements under this License, Licensee shall pay the Village an early termination fee in an

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amount of six (6) months of the then applicable License Fee. The early termination fee is not a penalty, but rather a charge to compensate the Village for Licensee's failure to satisfy the terms of this License.

13. Use by Other Providers.

- (a) Except as otherwise provided in this License, the Premises and Licensee's Facilities may only be used by Licensee, its successors or assigns, unless otherwise agreed to in writing by Village.
- (b) This License does not restrict or prevent Village from leasing or licensing other portions of the Property to any other party for any purpose.

14. Termination. Except as otherwise provided herein, this License may be terminated, without any penalty or further liability, as follows:

- (a) by Village, upon twelve (12) months' prior written notice by Village to Licensee, if Village reasonably determines that the Premises is obsolete for municipal water distribution purposes and plans to demolish the Tower;
- (b) by Village, upon thirty (30) days' prior written notice by Village to Licensee, if Licensee fails to cure a default for payment of amounts due under this License within that thirty (30) day period;
- (c) by Village, upon thirty (30) days' prior written notice by Village to Licensee, if Licensee produces any interference to Village or public safety that cannot be resolved within the applicable notice period;
- (d) by Licensee, upon three (3) months' prior written notice by Licensee to Village, if, despite diligent effort by Licensee, Licensee is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license (including, without limitation, a Federal Communications Commission "FCC" license), permit or governmental approval necessary for the installation and/or operation of Licensee's Facilities;
- (e) by Licensee, immediately upon written notice by Licensee to Village, if damage or destruction to the Premises or Licensee's Facilities substantially and adversely affects their effective use, and so long as such written notice is given to the Village no more than ninety (90) days following the date of such damage or destruction;
- (f) by Village, immediately upon written notice by Village to Licensee, if any part of the Property is damaged or destroyed and the Village determines not to rebuild or restore the Property;
- (g) by either Party, at the time title, or the right to control or to occupy the Premises or the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises or Property sufficient to render the Premises or Property unsuitable for Licensee's use. Village and Licensee shall each be entitled to pursue its own separate awards with respect to such taking. Sale of all or part of the Premises or Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; or
- (h) by Village, upon thirty (30) days' prior written notice by Village to Licensee, if this License and/or Licensee's operations thereunder impair, increase the cost of or prevent financing (such as the issuance of bonds or revenue bonds, including bonds whose income is generally exempt from Federal income tax under the U.S. Internal Revenue Code), by Village or any municipal utility of which the Property is a part.

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15. Termination by Licensee. Except as otherwise expressly provided in this License, Licensee is not entitled to proration, return or refund of any prepaid (or otherwise due but unpaid) License Fee if Licensee terminates this License. Licensee is entitled to a proration of any prepaid License Fee for termination pursuant to Section 5(c), Section 6(a), and Sections 14(a), 14(d)-(g).

16. Default and Right to Cure.

(a) Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this License on thirty (30) days written notice, if the other Party (i) fails to perform any material covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this License and fails to diligently pursue such cure to its completion after ninety (90) days' written notice to the defaulting Party.

(b) Licensee shall be in default if it (i) fails to make any payment of License Fee or other sums to Village when due, and does not cure such default within thirty (30) days after receipt of written notice from Village of such failure; (ii) abandons the Licensee's Facilities or vacates the Premises (however, it is hereby understood that the Premises and the Licensee's Facilities will be unmanned and unoccupied by any of Licensee's employees and such use of the Premises will not be deemed a vacation or abandonment) ; (iii) is finally adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if Licensee becomes insolvent.

(c) In the event of a default beyond the applicable notice and cure periods, Village shall have the right, at its option, in addition to and not exclusive of any other remedy Village may have by operation of law, without any further demand or notice, to re- enter the Premises and eject all persons therefrom, and either:

i. Declare this License at an end, in which event Licensee shall immediately remove the Facilities (and proceed as set forth in Section 10) and pay Village a sum of money equal to the total of (i) the amount of the unpaid License Fee accrued through the date of termination; (ii) the amount by which the unpaid License Fee reserved for the balance of the Term exceeds the amount of such rental loss to Village that could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Village for all detriment proximately caused by Licensee's failure to perform its obligations under the License, or

ii. Without terminating this License, relet the Premises, or any part thereof, for

the account of Licensee upon such terms and conditions as Village may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Village hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Licensee shall pay Village any deficiency monthly, notwithstanding that Village may have received rental payments in excess of the rental stipulated in this License in previous or subsequent months, and Village may bring an action therefore as such monthly deficiency shall arise.

(d) No re-entry and taking of possession of the Premises by Village shall be construed as an election on Village's part to terminate this License, regardless of the extent of renovations and alterations by Village, unless a written notice of such intention is given to Licensee by Village. Notwithstanding any

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reletting without termination, Village may at any time thereafter elect to terminate this License for such previous breach.

(e) If suit shall be brought by Village for recovery of possession of the Premises, removal of Licensee's Facilities, for the recovery of any License Fee or any other amount due under the provisions of this License, or because of the breach of any other covenant, the Licensee shall pay to the Village all expenses incurred therefore, including reasonable attorney fees.

(f) In the event of any default of this License by Licensee, the Village may at any time, after notice given as set forth in subsection (a) above, cure the default for the account of and at the expense of the Licensee. If Village is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney's fees in instituting, prosecuting or defending any action to enforce the Village's rights under this License, the sums so paid by Village, with all interest, costs and damages shall be deemed to be License Fee otherwise due and shall be added to the License Fee and shall be due from the Licensee to Village on the first day of the month following the incurring of the respective expenses.

17. Insurance.

(a) During the Term, Licensee will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Licensee's CGL insurance shall Include Village as an additional insured as its interest may appear. Such additional insured coverage: (i) shall be primary and noncontributory for claims arising out of Licensee's operations, negligent acts or willful misconduct; and (ii) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or claims arising out of Licensee's independent contractors; and (iii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Village, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Village, its employees, agents or independent contractors. Licensee shall provide a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Effective Date.

(b) Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in subsection (a). In the event Licensee elects to self-insure its obligation to include Village as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)): (i) Village shall promptly and no later than one hundred twenty (120) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Village shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Village shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

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18. **Damage or Destruction.** Village will provide written notice to Licensee of any casualty or other harm materially affecting the Premises within seven (7) days of the casualty or other harm. If Village terminates this License pursuant to Section 14(e), then Village agrees to permit Licensee to place temporary transmission and reception facilities on the Property, but only until such time as Licensee is able to activate a replacement transmission facility at another location for a period not to exceed six (6) months; notwithstanding the termination of this License, such temporary facilities will be governed by all of the terms and conditions of this License, including the License Fee. If Village or Licensee undertakes to rebuild or restore the Premises and/or the Licensee's Facilities, as applicable, Village agrees to permit Licensee to place temporary transmission and reception facilities on the Property at no additional fee until the reconstruction of the Premises and/or the Licensee's Facilities is completed.

19. **Taxes.** Licensee shall be solely responsible for and shall timely pay any personal property tax or real property tax, which is directly attributable to the leasehold estate, presence or installation on the Licensee's Facilities, or Licensee's presence or operations on the Property. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Village. Failure to pay said taxes or fees when due is a material breach of this License. Village hereby grants to Licensee the right (with written notice to Village) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Village and/or Licensee, any personal property tax, real property tax or other fee or assessment that may affect Licensee. If Village receives notice of any personal property or real property tax assessment against the Village, which may affect Licensee and is directly attributable to Licensee's installation, Village shall provide timely written notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment, but in no event later than thirty (30) days after the date of such notice of assessment.

20. **Notices.** All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Village or Licensee may from time to time designate any other address or person for this purpose by providing written notice to the other Party.

If to Village, to:

Village Manager

Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, IL 60169

With copies to:

Village Clerk

Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, IL 60169

and

Corporation Counsel Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, IL 60169

In case of emergencies, the Village's Public Works Department may be reached at (847) 490-6800 and Licensee may be reached at (877) 231-5447.

If to Licensee, to:

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T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006, Attention: Lease Compliance/ Site ID: CH13233B.

21. Maintenance of Tower. Village shall maintain and repair the Land and Tower, and all areas of the Premises where Licensee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. As owner of the Tower, Village acknowledges that Village shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Village may perform maintenance and repairs on the Tower, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the Tower, provided Village provides one hundred twenty (120) days written notice to Licensee, and the opportunity, at Licensee's cost and expense, to temporarily relocate and continue to operate its equipment, or otherwise to secure the equipment, to protect them from damage and allow Licensee to continue to operate. Licensee will be permitted to install any type of temporary facility, such as a cell site on wheels, necessary to keep the Licensee's equipment operational. Any maintenance or repairs shall be conducted by Village as diligently and expeditiously as possible. Licensee shall remove and reinstall its equipment, at Licensee's costs, up to once every ten (10) years, if requested by the Village as needed to perform structural and cosmetic maintenance or repairs.

22. Environmental Laws.

(a) Licensee, its officers, agents, affiliates, contractors and subcontractors and employees, shall not introduce or use any Hazardous Substance on the Property or Premises in violation of any applicable law. "Hazardous Substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term pursuant to any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Licensee agrees to defend, indemnify and hold harmless Village 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's fees that the Village may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or Premises or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, to the extent that same arise from Licensee's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this Section specifically includes, 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. This Section 22 shall survive the termination or expiration of this License.

(b) Village represents, warrants and agrees (i) that neither Village nor, to Village's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of any Hazardous Substance on, under, about or within the Property in violation of, or so as to give rise to liability under, any law or regulation, and (ii) that Village will not permit any third party to use, generate, store or dispose of any Hazardous Substance on, under, about or within the Property in violation of, or so as to give rise to liability under, any law or regulation. Village agrees to defend, indemnify and hold harmless Licensee from and against any and all administrative and judicial actions and rulings, claims,

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causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney's fees that the Licensee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or Premises or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment not caused by Licensee or its officers, agents, affiliates, contractors and subcontractors and employees, including any that relate to or arise from Village's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this Section specifically includes, 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. This Section 22 shall survive the termination or expiration of this License.

23. Assignment and Sublicensing.

(a) Licensee may not assign, sublicense or otherwise transfer all or any part of its interest in this License or in the Premises without the prior written consent of the Village, such consent not to be unreasonably withheld, conditioned or delayed, provided, however, that Licensee shall have the right to assign, sublicense or otherwise transfer this License to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Premises what are commonly known as cellular telephone services, (ii) is a parent, subsidiary or affiliate of Licensee, is merged or consolidated with Licensee or purchases more than fifty percent (50%) of either an ownership interest in Licensee or the assets of Licensee in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Premises is located, and (iii) which has a credit rating from one of the three largest national credit rating agencies greater than or equal to that of Licensee at the time of the assignment. Upon an assignment or transfer, Licensee shall be relieved of all liabilities and obligations and Village shall look solely to the transferee for performance under this Lease.

(b) Any person or entity to which this License is assigned, pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Licensee arising under this License both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Village an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Village, shall be the exclusive property of Village, and shall not constitute property of the Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Village's property under the preceding sentence not paid or delivered to Village shall be held in trust for the benefit of Village and be promptly paid to Village.

24. Treatment in Bankruptcy. The Parties to this License hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that, during the Term of this License, Licensee shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. § 101, et seq., this License is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

25. Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this License (except for payment of monetary obligations) by reason of earthquakes, landslides,

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strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Licensee invokes this provision because damage to Licensee's Facilities or Premises has hindered, delayed, or prevented Licensee from using the Premises, Licensee may immediately erect any temporary Licensee's Facilities on the Premises at such location as Village and Licensee may agree as is necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Village's use of the Property or ability to repair or restore the Premises or Property. If, in Village's sole and absolute discretion, it elects to repair or restore the Premises and Property, upon completion of such repair or restoration, Licensee is obligated to repair or restore the Licensee's Facilities in accordance with the terms of this License.

26. Warranty of Title and Quiet Enjoyment. Village warrants that: (i) it owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) it has full right to make and perform this License; (iii) as long as Licensee is not in default then Village grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Village.

27. Non-Waiver. Failure of either Party to insist on strict performance of any of the conditions, covenants, terms or provisions of this License or to exercise any of its rights hereunder shall not waive such rights, but the Parties shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Licensee to Village after a breach of this License shall not be deemed a waiver of such breach unless expressly set forth in writing.

28. Successors and Assigns. This License shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

29. Waiver of Village's Lien. Village hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Licensee's Facilities or any portion thereof, which shall be deemed personal property for the purposes of this License, whether or not the same is deemed real or personal property under applicable laws, and Village gives Licensee the right to remove all or any portion of the same from time to time, whether before or after a default under this License, in Licensee's sole discretion and without Village's consent. Should Licensee fail to remove its Licensee's Facilities as required by this License, then this waiver of Village's lien rights is void.

30. Miscellaneous.

(a) This License constitutes the entire agreement and understanding between the Parties and supersedes all other negotiations and other agreements concerning the subject matter contained herein, including the Existing Agreement. Any amendments to this License must be in writing and executed by both Parties.

(b) If any term of this License is found to be void or invalid, such finding shall not affect the remaining terms of this License, which shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, those provisions shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the

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draftsman, but rather in accordance with the fair meaning thereof. No provision of this License will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this License shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

- (c) This License shall be governed by the laws of the State of Illinois.
- (d) All riders and exhibits attached hereto form material parts of this License.
- (e) Village and Licensee 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.
- (f) Licensee shall comply with all federal, state and local laws, orders, rules and regulations applicable to Licensee's use of Licensee's Facilities on the Premises. Village shall comply with same relating to its ownership of the Property.
- (g) This License may be executed in duplicate counterparts, each of which shall be deemed an original.
- (h) The persons who have executed this License represent and warrant that they are duly authorized to execute this License in their individual or representative capacity as indicated.
- (i) Village hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises. Licensee accepts the Premises "As Is."
- j) Each Party agrees to cooperate with the other in executing any documents (including a Memorandum of License in substantially the form attached hereto as Exhibit D) necessary to protect its rights or use of the Premises or Property. The Memorandum of License may be recorded in place of this License by either Party at its cost.

(k) WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

31. Acts of God, Vandalism. Licensee shall hold Village harmless for any damage to Licensee's Facilities arising from acts of God or vandalism that are not due to Village's gross negligence or intentional acts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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LICENSOR:

VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation

By: _____

Village President

Date: _____

LICENSEE: T-Mobile Central LLC

By: 

Name: Lucia Renteria
Title: Sr Director, Eng. Development
Date: 9/20/2024



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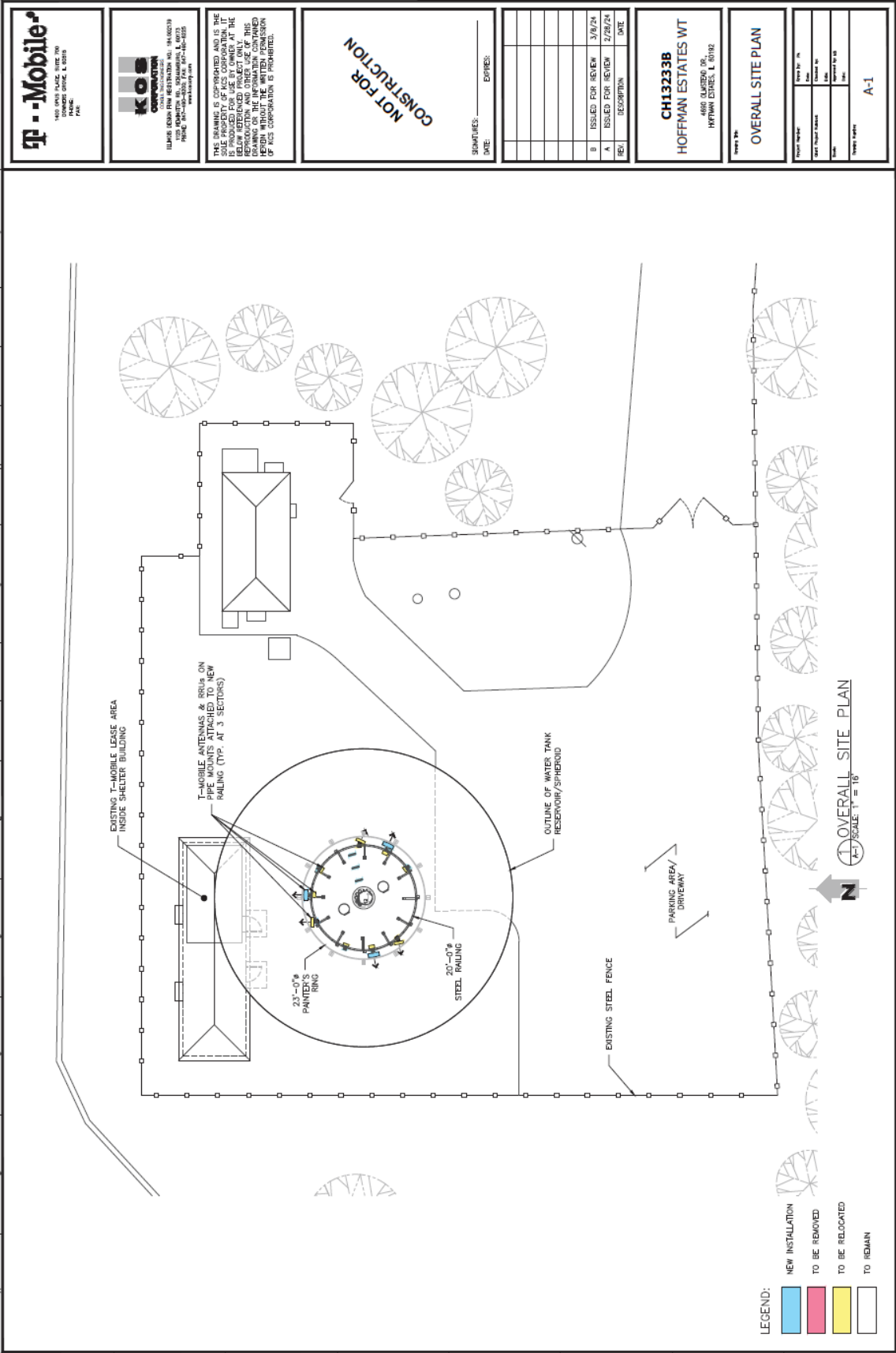

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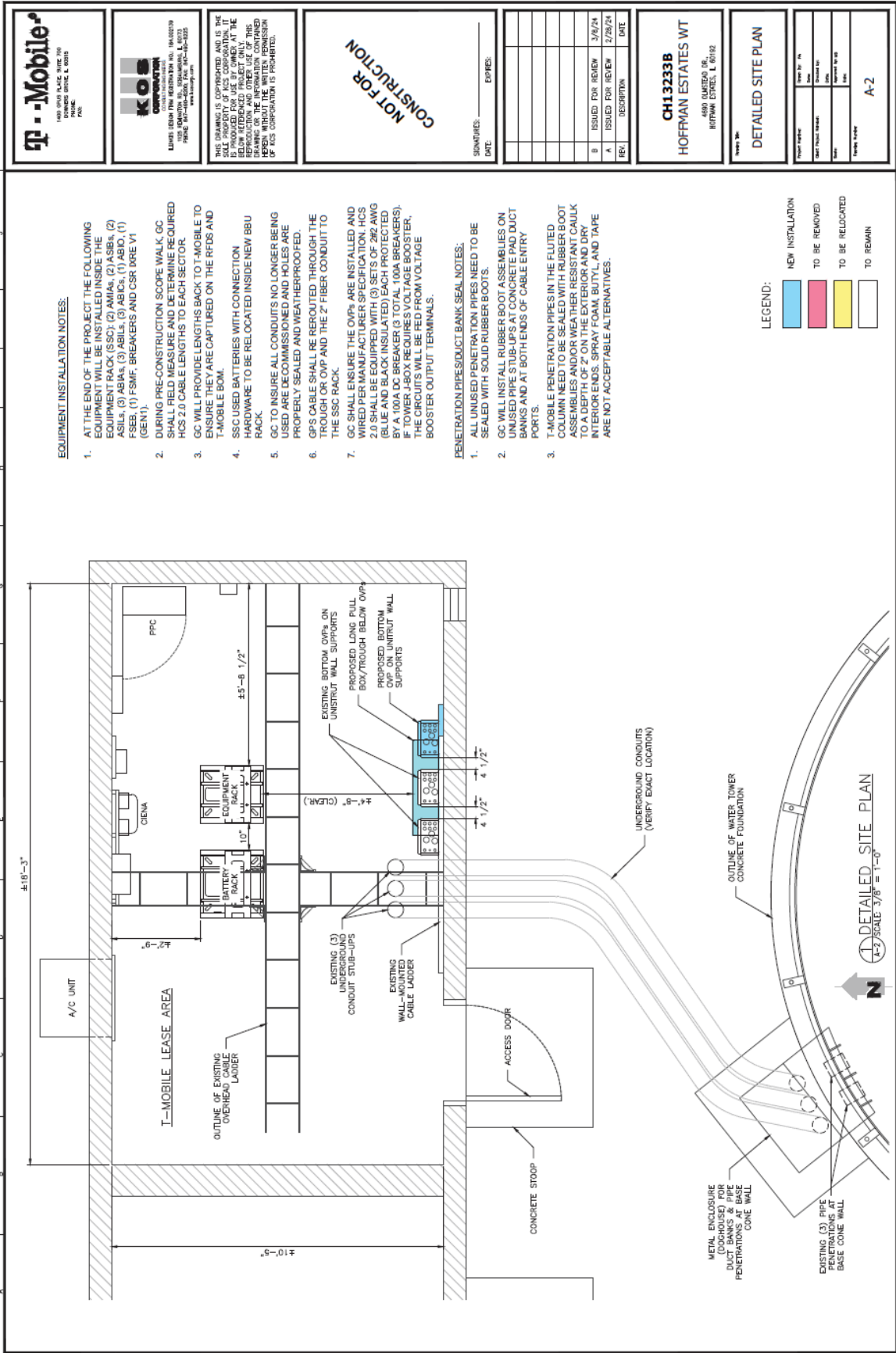
EXHIBIT A

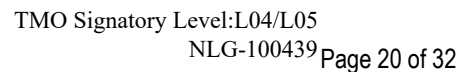
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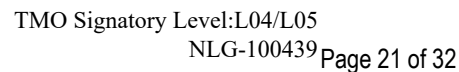
CH13233B, Hoffman Estate WT



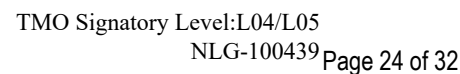
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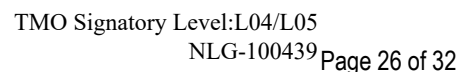


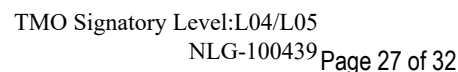


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EXHIBIT B

Legal Description

LOT 16 IN HOWIE IN THE HILLS UNIT 3, A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 19,
TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

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EXHIBIT C

License Fee Schedule

License Fee Schedule
4690 Olmstead Drive/T-Mobile

CELL ANTENNA RATES

	<u>YEAR</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
	12/2024 (Current Agreement)	\$ 6,151.00	\$ 73,812.00
1	12/2025	\$ 6,458.55	\$ 77,502.60
2	12/2026	\$ 6,781.48	\$ 81,377.73
3	12/2027	\$ 7,120.55	\$ 85,446.62
4	12/2028	\$ 7,476.58	\$ 89,718.95
5	12/2029	\$ 7,850.41	\$ 94,204.89
6	12/2030	\$ 8,242.93	\$ 98,915.14
7	12/2031	\$ 8,655.07	\$ 103,860.90
8	12/2032	\$ 9,087.83	\$ 109,053.94
9	12/2033	\$ 9,542.22	\$ 114,506.64
10	12/2034	\$ 10,019.33	\$ 120,231.97
11	12/2035	\$ 10,520.30	\$ 126,243.57
12	12/2036	\$ 11,046.31	\$ 132,555.75
13	12/2037	\$ 11,598.63	\$ 139,183.53
14	12/2038	\$ 12,178.56	\$ 146,142.71
15	12/2039	\$ 12,787.49	\$ 153,449.85
16	12/2040	\$ 13,426.86	\$ 161,122.34
17	12/2041	\$ 14,098.20	\$ 169,178.46
18	12/2042	\$ 14,803.11	\$ 177,637.38
19	12/2043	\$ 15,543.27	\$ 186,519.25
20	12/2044	\$ 16,320.43	\$ 195,845.21
21	12/2045	\$ 17,136.46	\$ 205,637.47
22	12/2046	\$ 17,993.28	\$ 215,919.34
23	12/2047	\$ 18,892.94	\$ 226,715.31
24	12/2048	\$ 19,837.59	\$ 238,051.08
25	12/2049	\$ 20,829.47	\$ 249,953.63

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EXHIBIT D

Form of Memorandum of License MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE (this "Memorandum") is entered into this _____ day of _____, 202_, by and between the VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation ("Village"), and T-Mobile Central LLC, a Delaware limited liability company ("Licensee").

Recitals

WHEREAS, Village and Licensee have entered into an Existing Communications Antenna License Renewal Agreement (4690 Olmstead Water Tower) dated as of _____, _____ (the "License") pursuant to which Village has licensed to Licensee that certain portion of the real property more particularly described as:

LOT 16 IN HOWIE IN THE HILLS UNIT 3, A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: PIN:

4690 Olmstead Drive, Hoffman Estates, Illinois 60195 02-19-119-045-048

along with that certain space upon the water tower located thereon and more fully described in the License (the "Premises").

WHEREAS, Village and Licensee desire to execute this Memorandum, which is to be recorded in the Office of the Cook County Recorder of Deeds, in order that third parties may have notice of the Licensee's interest in the Premises and of the License.

Agreement

NOW, THEREFORE, in consideration of the license fee and covenants provided for in the License to be paid and performed by Licensee, Village does acknowledge that it has licensed license unto Licensee the Premises on the terms, and subject to the conditions set forth in the License, among which are the following:

1. Term. The term of the License shall be for the period commencing on _____ 2024 and terminating at midnight on _____, 2029. The term of the License shall automatically renew for up to three (3) additional five (5) year periods upon the same terms and conditions unless such automatic renewal is rejected by Licensee as provided in the License.
2. Memorandum of License. This memorandum is not a complete summary of the License. It is being executed and recorded solely to give public record notice of the existence of the License with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the License provisions In the event of any inconsistency between the provisions of this Memorandum and those of the License, the provisions of the License shall control.

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IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

LICENSOR:

VILLAGE OF HOFFMAN ESTATES,
an Illinois municipal corporation

By: _____

Village President

Date: _____

LICENSEE: T-Mobile Central LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF ILLINOIS

COUNTY OF _____

I CERTIFY that on _____, 2024,
[name of representative] personally came before me and acknowledged under oath that he or she is the
_____ [title] of the Village of Hoffman Estates, an
Illinois municipal corporation, the corporation named in the attached instrument;

- (b) was authorized to execute this instrument on behalf of the corporation; and
- (c) executed the instrument as the act of the corporation.

Notary Public:

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My Commission Expires:

STATE OF ILLINOIS

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of T-Mobile Central LLC, an Delaware limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED:

(Signature of Notary)

(Legibly Print or Stamp Name of Notary) Notary Public in and for the State of

My appointment expires: