

AGENDA  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
PARK FOREST, IL

Village Hall 7:00 p.m. September 16, 2013

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor  
Village Manager

Village Attorney  
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Resolution: A Resolution Approving an Advertising Transit Shelter Agreement with PACE and Its Contractor
2. Resolution: A Resolution Approving a PCS Site Agreement Between the Village of Park Forest and New Cingular Wireless, PCS, LLC
3. Resolution: A Resolution Supporting Renewal of a Class 8 Tax Assessment Classification for 60 South Orchard Drive
4. Motion: A Motion to Approve a Canadian National (CN) Sound Mitigation/Home Improvement Program – Phase 2, Eastgate Neighborhood

DEBATABLE:

Adjournment  
Executive Session

NOTE: Copies of Agenda Items are Available in the Lobby of Village Hall and on the Village website [www.villageofparkforest.com](http://www.villageofparkforest.com)

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village Manager's Office at least 48 hours in advance of the scheduled meeting. The Village Manager's Office can be reached via telephone at (708) 283-5605 or (708)748-1129 or via e-mail at [sblack@vopf.com](mailto:sblack@vopf.com). Every effort will be made to allow for meeting participation.

## **MOTIONS**

MOVED that the Consent Agenda and each item contained therein be hereby approved:

1. MOVED, that the Mayor and Board of Trustees adopted a Resolution Approving an Advertising Transit Shelter Agreement with PACE and Its Contractor
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution Approving a PCS Site Agreement Between the Village of Park Forest and New Cingular Wireless, PCS, LLC
3. MOVED, that the Mayor and Board of Trustees adopt a Resolution Supporting Renewal of a Class 8 Tax Assessment Classification for 60 South Orchard Drive
4. MOVED, that the Mayor and Board of Trustees adopt a Resolution to Approve a Canadian National (CN) Sound Mitigation/Home Improvement Program –Phase 2, Eastgate Neighborhood

9/16/13

VILLAGE OF PARK FOREST

MEMORANDUM

**TO:** John A. Ostenburg, Mayor  
Board of Trustees

**FROM:** Thomas K. Mick,  
Village Manager

**DATE:** September 10, 2013

**SUBJECT:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
ADVERTISING TRANSIT SHELTER AGREEMENT BETWEEN THE  
VILLAGE OF PARK FOREST, PACE AND TITAN ADVERTISING

**BACKGROUND/DISCUSSION:**

At a few different junctures over the past couple of years, the Village has been engaged by Pace and its contractors on the potential to have bus shelters (and associated advertising sleeves) installed at various bus stop locations across Park Forest. Attached is an agreement which would allow such an endeavor to take place between Park Forest, Pace and the advertising company Titan. The agreement requires the Mayor's signature. Highlights of the agreement/program include:

- The bus shelters will be installed to Village code standards at no cost to the Village. Cost of materials and installation is estimated at \$15,000 per shelter. This cost is covered by Pace and Titan as they stand to benefit from the shelters with increased ridership/fare box revenue for the transit agency and advertising revenues for Titan.
- Term of the agreement is 10 years with an option for a 5-year renewal.
- There are currently three bus shelters in Park Forest and are located in the vicinity of the following intersections:
  - Blackhawk & Indianwood
  - Forest & Lakewood
  - Western & Sycamore

Each existing shelter is estimated to be 15 to 20 years old and would be replaced first within the proposed agreement. Additional locations will be considered by determining which locations have the highest ridership and need as well as the ability to have a shelter placed at the stop. Pace will work with Village Public Works Staff to determine the best locations. It is projected that 3 to 5 new shelters could be installed in addition the sites noted above.

- There are several different bus shelter designs available through the program. Staff is recommending the *Courier* design (see attached exhibit). It is ADA accessible, has artistic features akin to the archway sign over Main Street in Downtown Park Forest and directs snow and rain away from the entrance to the shelter. Heavy duty glass panels will be transparent and the shelters will be electrified with solar units for night time illumination.

Work on the replacement shelters along Forest, Indianwood and Western could start as early as this

fall but the majority will have to wait until spring 2014. Pace has notified the Village that there are 'Courier' shelters in stock but there are a number of installations being done and nothing can be guaranteed.

The benefits of this program are several for the Village. First, and foremost, the shelters allow users of public transportation the ability to be out of harshest of elements if commuting during times of heavy wind, cold, rain, snow, etc. Additionally, Staff believes the shelters may enhance the use of public transportation and, therefore, cut down on the Village's vehicle miles traveled (VMT) quotient which is one of the highest in the Chicago-land area. Cutting the VMT ratio would be in step transportation guidelines in the Park Forest Sustainability Plan. Finally, the revenue generated by the shelter ads would be divided between the three entities (Park Forest, Pace, Titan) – with the Village's portion being 31.25%. The average ad revenue for Park Forest per shelter/year is projected to be \$900.

Related to advertising, another Staff recommendation is that alcohol-related advertisements should be prohibited from this program, which may affect the amount of revenue earned. Pending the Village's determination on alcohol-related ads, the decision may be revisited after the first year of the program. All ad sales will be handled by Titan while keeping in mind advertising guidelines from Pace (attached). One such guideline from Pace is that tobacco-related ads are not permitted. Local businesses will be encouraged to contact Titan should they want to advertise in the shelters. If the ad space in the shelters goes unsold, the Village can arrange with Titan to put up public service signs/ads – however they will be removed by Titan when the space is put back in use by revenue-generating ads.

All maintenance and repair of the shelters will be done by Titan and the shelters will be cleaned at least once per week. If there is a public safety concern in a shelter Titan is required to respond within 48 hours of the notification from the Village with the ultimate potential for the shelter to be completely removed if a threat to public safety persists.

At the September 3<sup>rd</sup> Rules Meeting, an issue was raised about how this arrangement would deal with graffiti and how it would be removed in the most timely manner possible. To this end the following bolded/underlined language has been added to section 3 of the agreement.

**3. Inspection, maintenance and repair.** Pace agrees that the shelters will be in conformity with applicable building codes of the Municipality. Pace is also responsible for obtaining state highway permits for all proposed shelter locations on state routes, and municipal and/or county permits for other locations. TITAN will inspect, maintain, repair, clean and service the shelters at least once per week. TITAN shall repair or remove, if necessary, any shelter so in need, or if the shelter's condition presents a threat to public safety, within forty-eight (48) hours of notification from the Municipality. **Should any graffiti, writing, or drawing of an offensive nature be observed on any shelter, the Municipality has the right to remove said graffiti, writing, or drawing by using Zep Write Away or similar product. The Municipality shall report any Municipality-performed maintenance to Pace within twenty-four (24) hours of maintenance being done. The Municipality will not incur liability for any damage to shelter from the removal of graffiti, writing, or drawing performed by Municipality if done with a product prescribed above.**

#### **SCHEDULE FOR CONSIDERATION:**

This issue will be on the agenda of the September 16, 2013 Regular Meeting for Board consideration and approval.

**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVERTISING  
TRANSIT SHELTER AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST,  
PACE AND TITAN ADVERTISING**

**WHEREAS** the Village of Park Forest seeks participation in an arrangement which would allow for the construction of new bus shelters in the Village of Park Forest through an agreement with Pace and Titan Advertising; and

**WHEREAS** said bus shelters and the agreement would be in the best interests of the Village of Park Forest and its residents; and

**WHEREAS** said agreement would provide other ancillary benefits to the Village of Park Forest.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the Advertising Transit Shelter Agreement between the Village of Park Forest, Pace and Titan Advertising be approved substantially in the form as attached.

**BE IT FURTHER RESOLVED** that the Mayor is authorized to execute said agreement and any related documents.

**ADOPTED** this \_\_\_\_\_ day of September 2013.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village Clerk

## **Advertising Transit Shelter Agreement**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Suburban Bus Division of the Regional Transportation Authority, a unit of local government and municipal corporation created under the Regional Transportation Authority Act (hereinafter "Pace"); The Village of Park Forest, a unit of local government and municipal corporation created under the laws of the State of Illinois (hereinafter "Municipality"); and Titan Incorporated, a corporation (hereinafter "TITAN").

WHEREAS, Municipality and Pace recognize the importance of providing passenger shelters within Municipality corporate limits to riders of public transportation, and

WHEREAS, Pace and Titan have entered into an agreement for the acquisition, installation and maintenance of passenger shelters placed within Pace's service region and for the sale of advertising space on such shelters (Pace Contract #103193C, (hereinafter "Contract")); and

WHEREAS, the Parties wish to set forth revenue sharing principles applicable to the income received from advertising shelters placed within Municipality's corporate limits, and to establish other parameters of the Program,

NOW THEREFORE, the Parties agree as follows:

**1. Duration.** This agreement shall remain in force for a minimum term of ten (10) years from the date of enactment. This agreement shall be automatically renewed for an additional five-year term unless written notice to terminate is given by either party within thirty (30) days of the end of the initial term.

**2. Type and location of shelter.** Pace shall, after Municipality approval of shelter locations and design from the shelter types available to Pace at the time of construction, determine the location wherein each shelter shall be placed within the Municipality with regard to optimum passenger usage and bus route access. Any shelters to be constructed will be of a type approved by the Municipality. Pace, with Municipality approval, shall also replace existing non-advertising shelters with advertising shelters.

**3. Inspection, maintenance and repair.** Pace agrees that the shelters will be in conformity with applicable building codes of the Municipality. Pace is also responsible for obtaining state highway permits for all proposed shelter locations on state routes, and municipal and/or county permits for other locations. TITAN will inspect, maintain, repair, clean and service the shelters at least once per week. TITAN shall repair or remove, if necessary, any shelter so in need, or if the shelter's condition presents a threat to public safety, within forty-eight (48) hours of notification from the Municipality. Should any graffiti, writing, or drawing of an offensive nature be observed on any shelter, the Municipality has the right to remove said graffiti, writing, or drawing by using Zep

Write Away or similar product. The Municipality shall report any Municipality-performed maintenance to Pace within twenty-four (24) hours of maintenance being done. The Municipality will not incur liability for any damage to shelter from the removal of graffiti, writing, or drawing performed by Municipality if done with a product prescribed above.

**4. Electricity.** Ad shelters are electrified with solar units for nighttime illumination. If a solar unit is unavailable at the time of shelter installation, where practicable, Pace shall connect wiring between shelter and the Municipality's street lighting. When not practicable, Pace shall connect to another source and pay all sums that may become due for electrical energy supplied to the shelters and shall keep the Municipality indemnified against being called on to pay these sums.

**5. Type of Advertising.** Titan and Pace agrees that it will utilize the shelters only for advertising material that is consistent with the Pace Advertisement Guidelines. Per those Guidelines, Municipality [does/does not] permit advertising for alcohol beverage products. Titan is responsible for the installation and removal of all advertising material as well as removal of any debris created by the aforementioned installation and removal.

**6. Duty to remove.** In the event the Municipality exercises its right of termination pursuant to Paragraph 1 above, Pace agrees to remove all of its shelters within 60 days of request for removal and if they fail to do so, Municipality shall have the right to remove them, and Pace shall be obligated to pay Municipality its costs for such removal.

**7. Advertising revenue shares.** Under the Contract, Pace is entitled to certain percentages of "gross billings", defined as the invoiced price to advertisers, less advertising agency commission and taxes, if any. For any advertising transit shelters placed within Municipality's corporate limits as a result of the Program, Municipality shall receive one-half (1/2) of Pace's share of gross advertising billings. Pace's share is 62.5%, so the Municipality's share is 31.25%.

**8. Payment.** Pace shall pay Municipality annually its share of advertising revenues referred to in Paragraph 7. Payments shall be made in March of the next succeeding year after any year in which Pace receives advertising income from the Program for shelter(s) placed within Municipality's corporate limits.

**9. Hold harmless.** Municipality assumes no responsibility as to the condition of the shelters under the Program (i.e. maintenance, upkeep, or repair necessary to keep the premises or shelters in a safe and serviceable condition). Titan assumes liability for and shall indemnify and hold harmless Municipality and Pace against any and all liabilities, losses, damages, costs, payments and expenses of any kind and nature, including attorney's fees, as a result of claims, demands, actions, suits, proceedings, judgments or settlements arising out of or in any way related to TITAN's negligence or the execution, performance, non-performance, or enforcement of this Agreement or the Contract by TITAN, including enforcement of this indemnification provision, upon notice to TITAN from Municipality or Pace and shall pay all costs and expenses incidental thereto. The

indemnities contained in this Paragraph shall survive termination of this Agreement and the Contract. Notwithstanding the forgoing, nothing herein shall be deemed to indemnify municipality and/or Pace or release either of them from any liability or damage attributable to their negligence or willful misconduct. TITAN will carry indemnity insurance against the above-mentioned liability in a sum of not less than \$1,000,000.00. The Municipality, Pace and the Regional Transportation Authority (RTA), its officers, officials and employees shall be named as Additional Insureds to the General Liability coverage of this policy for the erection, maintenance and operation of the bus shelters located in the Municipality. Proof of said insurance will be provided upon request by the Municipality, Pace and the RTA.

**10. Public service advertising.** Municipality shall have the right to advertise community events or other public service notices if the advertising space is unsold. Municipality shall be responsible for any production costs, and must contact TITAN for placement, posting and removal.

**11. Applicable laws.** This agreement shall be governed by the laws of the State of Illinois. Placement of shelters under the Program shall be subject to all applicable state and local permit procedures, and all advertising content shall be subject to local ordinances.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and made as of the date written first above.

**MUNICIPALITY**

**Pace**

\_\_\_\_\_  
John A. Ostenburg  
\_\_\_\_\_  
Village Mayor

\_\_\_\_\_  
Thomas J. Ross  
\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Titan**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**VILLAGE OF PARK FOREST**

**MEMORANDUM**

**TO:** John A. Ostenburg, Mayor  
Board of Trustees

**FROM:** Thomas K. Mick,  
Village Manager

**DATE:** September 10, 2013

**SUBJECT: A RESOLUTION APPROVING A PCS SITE AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND NEW CINGULAR WIRELESS, PCS, LLC**

**BACKGROUND/DISCUSSION:**

Over the past several months the Village has been in negotiations with representatives of ATT/New Cingular Wireless on the possible installation of a wireless antenna which would be located atop the Village's water tower on Blackhawk Drive. The company will need a 15' x 20' platform to house their technical equipment associated with the antenna. This platform would be installed within the fenced in area at the base of the water tower. Relative to this work a lease agreement has been developed between the Village and New Cingular Wireless. The terms and economic highlights of the lease include the following:

- 5-year initial term with four 5-year renewals for a total duration of 25 years.
- A one-time \$5,000 payment to be paid to the Village at the inception of the lease as part of the company's option to further explore/finalize feasibility of this cellular antenna site.
- Assuming the company moves forward with the lease, rent per month would be \$2,400 and would start when New Cingular begins construction of any sort on the premises. This rental figure is competitive with the market and would result in \$28,800 a year in new revenue.
- 3% increase in rent with each year of the lease.

The draft lease language has been reviewed by Village Attorney Paul Stephanides. Elevations and plans for the cell antenna and material supplies cabinet have been reviewed by Public Works Staff and a Village consultant with Dixon Engineering. Dixon Engineering will serve as the Village's engineering oversight for this work as it is carried out by the cellular company's contractors. All engineering fees will be covered by New Cingular Wireless.

**SCHEDULE FOR CONSIDERATION:**

This issue will be on the agenda of the September 16, 2013 Regular Meeting for Board approval.

**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION APPROVING A PCS SITE AGREEMENT BETWEEN  
THE VILLAGE OF PARK FOREST AND NEW CINGULAR WIRELESS, PCS, LLC**

**WHEREAS** New Cingular Wireless desires to enter into a Site Agreement with the Village of Park Forest for the installation of an antenna on the Blackhawk Water Tower as owned by the Village of Park Forest; and

**WHEREAS** said antenna would provide improved reception to Cingular Wireless subscribers in the Village and beyond; and

**WHEREAS** said agreement would provide annual revenues of at least \$28,800 to the Village of Park Forest.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the PCS Site Agreement between the Village of Park Forest and New Cingular Wireless be approved substantially in the form as attached.

**BE IT FURTHER RESOLVED** that the Village Manager is authorized to execute said agreement and any related documents.

**ADOPTED** this \_\_\_\_\_ day of September 2013.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village Clerk

Market: IL/WI  
Cell Site Number: IL1961  
Cell Site Name: Park Forest  
Fixed Asset Number: 12570206

## OPTION AND STRUCTURE LEASE AGREEMENT

THIS OPTION AND STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the Village of Park Forest, an Illinois Municipality, having a mailing address of 350 Victory Drive, Park Forest, IL 60466 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a water tower structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at the North corner of the intersection of Indianwood Boulevard and Blackhawk Drive, in the County of Cook, State of Illinois (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a portion of the Property consisting of:

(i) approximately 270 square feet including the air space above such rooftop/basement/ground space, as described on attached **Exhibit 1**, for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the building's rooftop and/or façades, as generally depicted on **Exhibit 1** annexed hereto and made a part hereof, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the "**Premises.**"

(b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits,

approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's liability, cost and expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Five Thousand and No/100 Dollars (\$5000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$1000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term, or during the term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property,**" which includes without limitation the remainder of the Structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

**2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's

approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described in **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at the Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement upon Landlord's written consent. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations upon Landlord's written consent. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord may lease to Tenant the Additional Premises upon Tenant's written request pursuant to such terms as are agreeable between Landlord and Tenant.,

### 3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and the Holdover Term are collectively referred to as the Term (the "**Term**").

### 4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance Two Thousand and No/100 Dollars (\$2400.00) (the "**Rent**"), at the address set forth in Section 17 below. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In each subsequent year that this Agreement is in effect, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year or the then current applicable Consumer Price Index, whichever is greater. Said increases shall be effective annually as of the Rent Commencement Date.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall

not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) If Tenant fails to make a rent payment by the due date, Tenant shall be in default as set forth in Section 15 below. Further, any rent or other amounts to be paid by Tenant which are not paid when due shall bear interest at the lower of 18% per annum or the highest legal rate which may be paid in the state of Illinois.

**5. APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

**6. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty.

**7. INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage; and (iii) comprehensive motor vehicle ("Auto") liability insurance with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 bodily injury and property damage combined single limit. Tenant's CGL and Auto insurance shall contain a provision including Landlord, its elected officials, officers, employees, agents, attorneys, representatives, volunteers and permitted assignees and all persons acting by, through, under or in concert with them ("Landlord Insureds") as additional insureds. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Tenant shall pay all of the premiums for the insurance coverage required herein on or before the due dates and shall deliver to Landlord upon the execution of this Agreement and at each policy renewal time the policies or applicable certificates. Each insurer for the insurance coverage required by this Section 7 shall agree by endorsement on the policies issued by it or by an independent instrument that it will give to Landlord not less than thirty (30) days' written notice before the policies will be altered or cancelled. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days' written notice to the certificate holder(s) named to the left." All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least B+9, according to the latest edition of the Best's Key Rating Guide. Tenant shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 7. Tenant shall be responsible for the payment of any deductibles for said insurance policies. The required coverages shall contain no special limitations on the scope of coverage afforded the Landlord Insureds.

(c) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsections (a) and (b) above. In the event Tenant elects to self-insure its obligation to include the Landlord Insureds as additional insureds, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

## **8. INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant shall not use the Property in any way which interferes with the use of the Property by Landlord, or tenants or licensees of Landlord whose rights in the Property were prior in time to Tenant's, subject to Tenant's rights under this Agreement.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of

causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, “interference” may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

## **9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from Tenant's installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, including Tenant's subcontractors, employees, agents or assigns, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors. Tenant shall contractually require all of Tenant's contractors and subcontractors doing any work, in, on or about the Property to indemnify, hold harmless and defend Landlord, its elected officials, officers, employees, agents, attorneys, representatives, volunteers and permitted assignees and all persons acting by, through, under or in concert with them from any and all claims, suits, losses, liabilities, actions, costs and fees, including reasonable attorneys' fees, caused or occasioned by or in connection with or arising out of any acts or omissions of Tenant's contractors or subcontractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

(d) Tenant shall keep the Property free and clear of any mechanic's and other liens arising out of or in connection with work or labor done, services performed, or materials furnished in connection with any maintenance or repair and in connection with any business of Tenant conducted at the Property. Tenant shall at all times promptly and fully pay and discharge all such liens or claims for liens and indemnify Landlord, its elected officials, officers, employees, agents, attorneys, representatives, volunteers and permitted assignees and all persons acting by, through, under or in concert with them and the Property against such liens and claims of liens, suits, or other proceedings relative to them. If Tenant desires in good faith to contest any such lien or related matter, Tenant shall notify the Landlord in writing of the Tenant's intention to do so and shall provide to Landlord a surety bond or other indemnity in a form satisfactory to Landlord against such lien or claim for lien and any cost, liability, or damage arising out of such contest.

## **10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and

enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

## **11. ENVIRONMENTAL.**

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**") to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omission of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute

additional letters during the Term of this Agreement at Landlord's discretion, such discretion to not be unreasonably withheld.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Tenant shall, wherever practicable, install separate meters for electrical supply on the Property. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

(d) Tenant shall not use bolts, or other fastening devices that penetrate the neck or legs of the structure located on the Property. Prior to construction or install of any structure or equipment by Tenant, Tenant shall provide Landlord with elevations of such structure or equipment. Additionally, Tenant shall provide an exhibit detailing to exact location of such equipment. Tenant shall cooperate with Landlord with

respect to Landlord's maintenance and repairs performed on the structure, including, the adjustment, sliding or removal of Tenant's equipment when requested by Landlord.

**15. DEFAULT, RIGHT TO CURE AND FORCE MAJEURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant other than a failure by Tenant to pay Rent. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity. Landlord shall have the right to terminate this Agreement for a default by Tenant pursuant to this subsection (a).

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

(c) Neither party shall be liable for delays in the performance of its obligations hereunder due to a Force Majeure Event. "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (ii) are beyond the control of the party obligated to perform, and (iii) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, upon Landlord's written consent, such consent to not be unreasonably withheld. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

**17. NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant:                   New Cingular Wireless PCS, LLC  
  Attn: Network Real Estate Administration  
  Re: Cell Site #: IL1961; Cell Site Name: Park Forest  
  Fixed Asset No.: 12570206  
  575 Morosgo Dr.

13-F West Tower  
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC  
Attn.: Legal Department  
Re: Cell Site #: IL1961; Cell Site Name: Park Forest  
Fixed Asset No.: 12570206  
15 East Midland Ave.  
Paramus, NJ 07652

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Village Manager  
Village of Park Forest  
350 Victory Drive  
Park Forest, IL 60466

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall

be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant 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 Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use

in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site #: IL1961; Cell Site Name: Park Forest  
Fixed Asset No.: 12570206  
5405 Windward Parkway  
Alpharetta, GA 30004

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

**22. SALE OF PROPERTY.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the

right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

#### **24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation and Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, 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.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law and Venue.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law. Venue for any action taken by either Landlord or Tenant, whether in law or in equity, to enforce the terms of this Lease shall be in the Circuit Court of Cook County, Illinois.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of

the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **Impairment of Landlord's Title.** Nothing in this Lease and no action or inaction by Landlord shall be deemed or construed to mean that the Landlord has granted to Tenant any right, power, or permission to do any act or make any agreement which may create any right, title, interest, lien, charge, or other encumbrance upon Landlord's title to the Property or the Premises other than set forth herein. Without limiting the generality of the foregoing, Tenant shall not permit any portion of the Property or the Premises to be used by any person or persons at any time during the term of this Lease in such a manner as might reasonably tend to impair the Landlord's title or interest in the Property or the Premises or in such manner as might reasonably make possible a claim of adverse use, adverse possession, prescription, dedication, or similar claim with respect to the Property or the Premises.

(o) **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.

[SIGNATURES APPEAR ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the last date written below.

**"LANDLORD"**

Village of Park Forest, an Illinois Municipality

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: \_\_\_\_\_

Print Name: Jeffrey Adducci

Its: Manager Real Estate & Construction, IL/WI

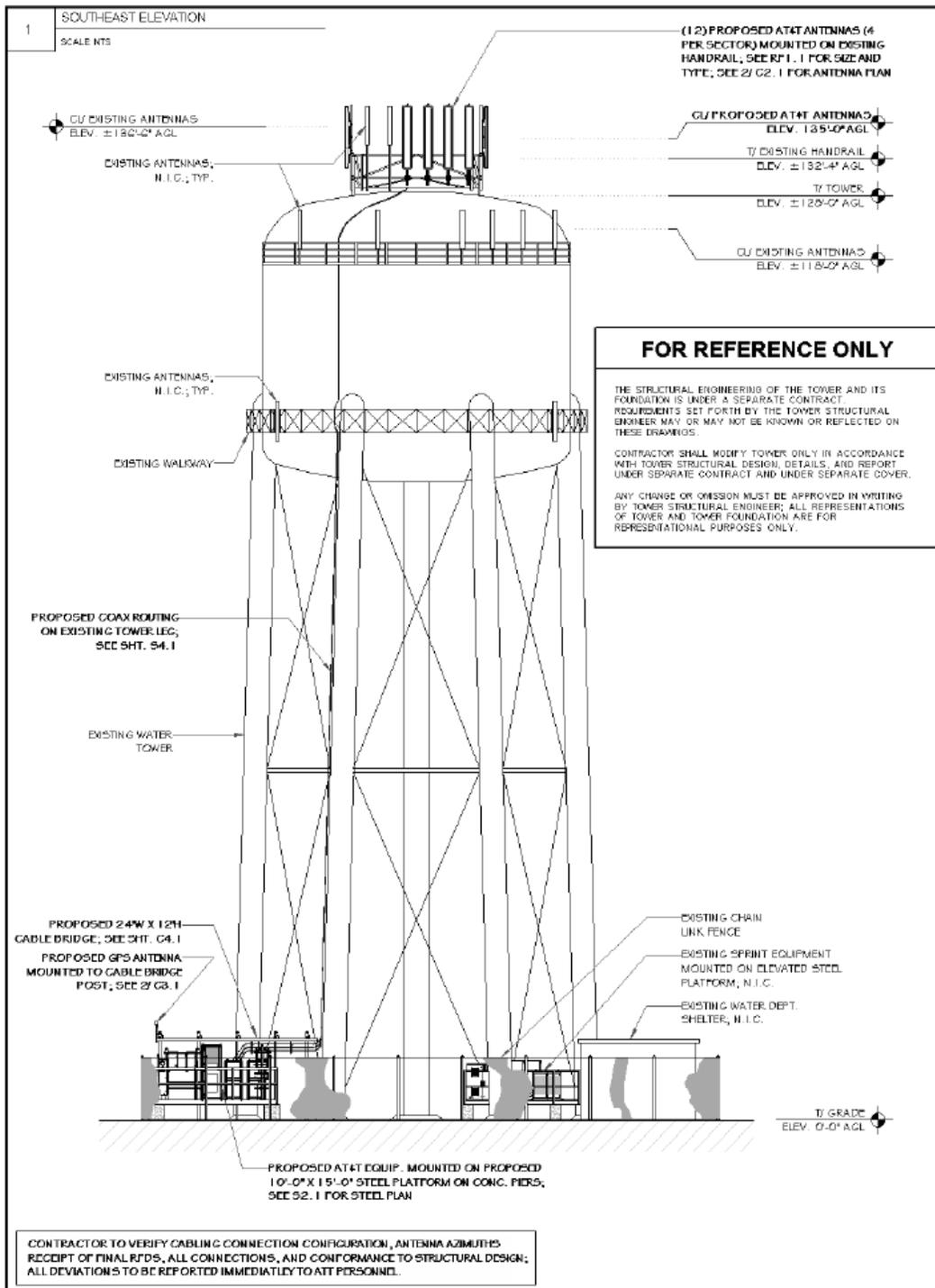
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

Z:\PLS\Village of Park Forest\contracts\Option and Structure Lease 08-26-13.docx







**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**EXHIBIT 10c(i)**

**GROUND LEASE**

**[FOLLOWS ON NEXT PAGE]**

**EXHIBIT 10c(iv)**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**[FOLLOWS ON NEXT PAGE]**

**Prepared by and Return to:**

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
12555 Cingular Way, Suite 1300  
Alpharetta, Georgia 30004

Cell Site No: \_\_\_\_\_

Cell Site Name: \_\_\_\_\_

Fixed Asset Number: \_\_\_\_\_

State: \_\_\_\_\_

County: \_\_\_\_\_

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement")**, dated as of the date below, by and among \_\_\_\_\_ having an address at \_\_\_\_\_ (hereinafter called "**Ground Lessor**") and \_\_\_\_\_, a \_\_\_\_\_ [corporation/limited liability company] having its principal office/residing at \_\_\_\_\_ (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 (hereinafter called "**Tenant**").

**WITNESSETH:**

**WHEREAS**, Ground Lessor and Landlord have entered into a lease agreement (the "**Over Lease**"), dated \_\_\_\_\_, 20\_\_ covering property more fully described on **Exhibit 1** attached hereto and made a part hereof, upon property having a street address of \_\_\_\_\_, identified as Tax Map \_\_\_\_, Lot \_\_\_\_\_, being in the City/Town of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_ ("**Property**"), a part of which Property contains the Premises (as hereinafter defined); and

**WHEREAS**, Tenant has entered into a certain lease dated \_\_\_\_\_, 20\_\_ (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 2** attached hereto and made a part hereof (the "**Premises**"); and

**WHEREAS**, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement remains in full force and effect, the Lease is and will be subject and subordinate to the Over Lease insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions of the Over Lease.

2. In the event the Over Lease is terminated or expires or Ground Lessor succeeds to the interest of Landlord or any other landlord under the Lease: (a) the Lease shall remain in full force and effect as a direct lease between Ground Lessor (and its/their heirs, distributes and assigns) and Tenant; (b) Ground Lessor agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease so long as Tenant is not then in default of any terms or provisions of the Lease, after applicable notice and/or grace periods; and (c) Ground Lessor and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease. Accordingly, from and after any such event, Ground Lessor and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Ground Lessor succeeded to the interest of Landlord; provided, however, that Ground Lessor will not be personally liable for any act or omission of any prior landlord (including Landlord).

3. Ground Lessor understands, acknowledges and agrees that notwithstanding anything to the contrary in this Agreement or otherwise in any other document, Ground Lessor will acquire no interest in any equipment, trade fixtures and/or other property installed by Tenant on the Property or Premises. Ground Lessor hereby expressly waives

any interest which Ground Lessor may have or acquire with respect to such equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property, Premises or any portion thereof, and Ground Lessor hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property or Premises.

4. This Agreement will be binding upon and will extend to and benefit the parties hereto and their respective heirs, distributees, successors and assigns and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "**Ground Lessor**," when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Property by, through or under Ground Lessor, whether directly or indirectly.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LANDLORD: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT: New Cingular Wireless PCS, LLC, a Delaware  
limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

GROUND LESSOR: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LANDLORD ACKNOWLEDGMENT

FOR LIMITED LIABILITY COMPANY:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ (title) of \_\_\_\_\_, a \_\_\_\_\_ limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

GROUND LESSOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

TENANT

FOR LIMITED LIABILITY COMPANY:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ (title) of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT 1  
(Property)

EXHIBIT 2  
(Premises)

## **EXHIBIT 11**

### **ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

**EXHIBIT 12**

**STANDARD ACCESS LETTER**

**[FOLLOWS ON NEXT PAGE]**

[Landlord Letterhead]

DATE

Building Staff / Security Staff  
Landlord, Lessee, Licensee  
Street Address  
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

---

Landlord Signature

**EXHIBIT 24b**

**MEMORANDUM OF LEASE**

**[FOLLOWS ON NEXT PAGE]**

## MEMORANDUM OF LEASE

**Prepared by:**

**Derek McGrew**

**CelluSite, LLC**

**10701 Firelight Court**

**Noblesville, IN 46060**

**Return to:**

AT&T Mobility C/O Nsoro/Mastec

3100 Tollview Drive

Rolling Meadows, IL 60008

Re: Cell Site #: IL1961; Cell Site Name: Park Forest

Fixed Asset No.: 12570206

State: IL

County: Cook

## MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Village of Park Forest, an Illinois Municipality, having a mailing address of 350 Victory Drive, Park Forest, IL 60466 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Structure Lease Agreement ("**Agreement**") on the \_\_\_\_ day of \_\_\_\_\_, 2013, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive automatic five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
  
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**"LANDLORD"**

\_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

**"TENANT"**

New Cingular Wireless PCS, LLC  
 a Delaware limited liability company

By: AT&T Mobility Corporation  
 Its: Manager

By: \_\_\_\_\_  
 Name: Jeffrey Adducci  
 Its: Manager Real Estate & Construction, IL/WI  
 Date: \_\_\_\_\_



**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_\_\_\_ of \_\_\_\_\_

to the Memorandum of Lease dated \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

**W-9 FORM**

[FOLLOWS ON NEXT PAGE]

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>																				
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**Prepared by and Return to:**

New Cingular Wireless PCS, LLC

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Cell Site No. : \_\_\_\_\_

Cell Site Name: \_\_\_\_\_

Fixed Asset Number: \_\_\_\_\_

State: \_\_\_\_\_

County: \_\_\_\_\_

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** ("**Agreement**"), dated as of the date below, between \_\_\_\_\_ having its principal office at \_\_\_\_\_, (hereinafter called "**Mortgagee**") and \_\_\_\_\_, a \_\_\_\_\_ having its principal office/residing at \_\_\_\_\_ (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter called "**Tenant**").

**W I T N E S S E T H :**

**WHEREAS**, Tenant has entered into a certain lease dated \_\_\_\_\_, 20\_\_, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

**WHEREAS**, Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of \_\_\_\_\_, being identified as Lot \_\_\_\_ in Block \_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_ ("**Property**"), a part of which Property contains the Premises; and

**WHEREAS**, the Mortgage on the Property is in the original principal sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, which Mortgage has been recorded in the appropriate public office in and for \_\_\_\_\_ County, \_\_\_\_\_ ("**Mortgage**"); and

**WHEREAS**, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum

secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: \_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT: New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MORTGAGEE: \_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LANDLORD (INDIVIDUAL)**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, ( ) who is personally known to me OR ( ) who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**LANDLORD (PARTNERSHIP)**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, partner on behalf of a \_\_\_\_\_ partnership, ( ) who is personally known to me OR ( ) who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**LANDLORD (CORPORATION)**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of representative], the \_\_\_\_\_ [title] of the corporation, ( ) who is personally known OR ( ) who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**TENANT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, who acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**MORTGAGEE (CORPORATION)**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ [name of representative] the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of banking institution], a \_\_\_\_\_ corporation on behalf of the corporation ( ) who is personally known OR ( ) who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_\_\_\_ of \_\_\_\_\_

The Property is legally described as follows:

The Premises are legally described as follows:

## MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Sam Montella, Chair  
Economic Development Advisory Group

DATE: August 28, 2013

RE: Application for Renewal of Cook County Class 8 Property Tax Incentive at 60 S. Orchard Drive, Park Forest, IL 60466

Applicant: Rick E. Heidner (Property Trust with Rick Heidner as primary beneficiary)  
60 S Orchard Drive, Park Forest, IL 60466  
Permanent Index Number: 31-36-101-015-0000

At our regular meeting, August 14, 2013, the Economic Development Advisory Group (EDAG) considered a request for Village support of an application to renew a Cook County Class 8 Property Tax Incentive. This is the first renewal request evaluated by EDAG. The request was made by Steve Griffin on behalf of Heidner Properties to prevent future vacancy.

The EDAG reviewed information obtained from the application, as well as the memo prepared by staff (see attached) and discussed the importance of promoting commercial stability, maintaining property values of neighboring commercial property, preventing potential blight brought on by vacancy and retaining jobs within the Village. EDAG noted that for thirty six months of the past 10 years, the owner continued to pay the property taxes without tenant income. EDAG also recommended that the owner act to eliminate the deed restrictions, which prohibit gas and auto parts sales.

After discussing this request and the benefits outlined above, the EDAG voted unanimously to recommend approval of the Village's support for renewal of the Cook County Class 8 property tax incentive for 60 S Orchard Drive.

## MEMORANDUM

DATE: August 6, 2013

TO: Economic Development Advisory Group

FROM: Sandra Zoellner, Assistant Director of Economic Development & Planning

RE: Consideration of a Request to Recommend Approval to Renew a Cook County Class 8 Property Tax Incentive

Applicant: Rick E. Heidner (Property Trust with Rick Heidner as primary beneficiary)  
60 S Orchard, Park Forest, IL 60466  
Permanent Index Number: 31-36-101-015-0000

### **BACKGROUND/DISCUSSION:**

60 S Orchard is a 2,753 sf building on an approximately 43,134 sf site. The property is deed restricted and occupancy by a gas station is prohibited until 2026. In February 2013, the applicant first submitted a request for consideration of the incentive renewal but on the date of the EDAG meeting, the tenant B&S Express which provided hand wash detail services for vehicles vacated the property.

Staff conferred with Steve Griffin, Heidner's attorney to recommend that they encourage the property management to broaden their search for tenants consistent with the zoning since a car wash does not seem to succeed at the location, and that they confer with the former owner about lifting the deed restriction.

The newest tenant is Sterdy Built, Inc. Rick Heidner (applicant) acquired the property in September 2001 and was unable to attract a tenant. In June 2003 the Village of Park Forest approved a Cook County Class 8 Property Tax Classification for Rick Heidner to assist him in attracting tenants to the former Amoco gas station facility. The original development incentive request for a Cook County Class 8 also included a commitment by the property owner to provide a new parking lot. The incentive is in its tenth year.

Since 2003, there have been six tenants. Heidner indicates in his renewal application that but for the Class 8 incentive the property would not be leasable. As part of the application, Heidner submitted his current lease and the three most recent years of Profit and Loss Statements. The profit and loss statements for the property show losses for two of the past three years, due to uncollected rent.

### **COOK COUNTY CLASS 8 PROPERTY TAX INCENTIVE:**

Cook County offers a tax incentive, known as the Class 8 incentive, which is designed to encourage property owners to undertake new construction, or substantial rehabilitation or reutilization of abandoned buildings for commercial or industrial purposes. The Class 8 incentive assesses qualifying real estate at a reduced assessment level for a period of 12 years from the date that new construction or substantial rehabilitation is completed and reassessed or, in the case of abandoned property, from the date of substantial reoccupation. For commercial property, the assessment is reduced from 25 percent to 10 percent of market value for the first 10 years, to 15 percent in year 11 and 20 percent in year 12. The incentive is renewable with the Village's support.

Because Park Forest is located in both Rich and Bloom Townships, the only qualifier for the Cook County Class 8 incentive is support of the municipality. This special allowance is made for the townships targeted by the Cook County Tax Reactivation Program. If the EDAG supports the requested property tax incentive, the Village Board will be asked to approve a Resolution stating its support for the applicant's request of the County incentive. The property owner is then responsible for submitting a formal application to Cook County for this incentive.

**Evaluation criteria**

- a. While the property is not located in a designated priority area, the property's proximity to the neighboring shopping center does have an impact. The tenant provides a service; as such very limited sales taxes will be generated at the location.
- b. The application is for a renewal based on the inability to attract and retain tenants. The applicant asserts that but for the incentive the property is not viable. The property owner is generally in compliance with the Village's Building Ordinances; however, there is currently graffiti on the building.
- c. The tenant's business is competitive to a neighboring business and businesses at other locations in Park Forest.
- d. In light of the difficulty of attracting and retaining tenants, it may be in the best interests of the applicant and the Village to attempt to negotiate to remove the deed restriction.
- e. In addition to the Cook County Class 8 incentive, the applicant has been able to further appeal the property taxes. Following are the taxes for the property as reported for the past six years:

<b>2011:</b>	\$6,976.45
<b>2010:</b>	\$10,264.68
<b>2009:</b>	\$9,979.15
<b>2008:</b>	\$11,018.70
<b>2007:</b>	\$15,711.90
<b>2006:</b>	\$15,507.01

The applicant's submittal suggests the taxes would be \$17,500 annually without the incentive.

- f. The lease includes the taxes. The lease is \$21,600 annually. The lease, with the incentive, is consistent with lease terms and rates of properties in the vicinity. Without the incentive, the lease would be higher than leases in the vicinity.

Based on the adopted policy and criteria, the Economic Development Advisory Group should consider this request for a renewal of a development incentive and make a recommendation to the Board of Trustees.

**SCHEDULE FOR CONSIDERATION:** Staff requests that EDAG interview the applicant and discuss the merits of the application, and make a recommendation to the Board of Trustees whether or not to reauthorize the Cook County Class 8 Classification for 60 S. Orchard.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION SUPPORTING RENEWAL OF A CLASS 8  
TAX ASSESSMENT CLASSIFICATION FOR 60 SOUTH  
ORCHARD DRIVE, IN THE VILLAGE OF PARK FOREST,  
COOK AND WILL COUNTIES, ILLINOIS, P.I.N.: 31-36-  
101-015-0000**

**WHEREAS**, the Village of Park Forest (the “Village”) desires to promote the retention and expansion of business and industry in the Village of Park Forest; and

**WHEREAS** the Cook County Board of Commissioners has adopted the Cook County Real Property Classification Ordinance which created the Class 8 Tax Assessment Program to encourage industrial and commercial development and redevelopment in Cook County; and

**WHEREAS** the Village of Park Forest is a Home Rule municipality within the purview of Article VII, Section 6(a) for the Illinois Constitution (1970) and may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS** the owner of the property located at 60 S. Orchard Drive., identified as PIN Number 31-36-101-015-0000, in Park Forest, Illinois, (the “Property”) has requested that the Village Board of Trustees grant approval for renewal of a Cook County Class 8 Tax Assessment Classification; and

**WHEREAS** such approval is required prior to the filing by the property owner of an application with the County of Cook to be considered for renewal; and

**WHEREAS** the initial Class 8 Tax Assessment Classification allowed for occupancy of commercial property that had been vacant for more than two years; and

**WHEREAS** it has been determined by the Mayor and Board of Trustees that renewing the Cook County Class 8 for the property located at PIN Number 31-36-101-015-0000 is necessary and beneficial for the local economy; and

**WHEREAS** in order to promote commercial stability, property values of neighboring commercial property, prevent potential blight brought on by vacancy and to retain jobs within the Village, the Board of Trustees of the Village of Park Forest has determined that it is in the best interests of the Village to approve the renewal of the Class 8 incentive for the property located at 60 S. Orchard Drive, having PIN Number 31-36-101-015-0000.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

**Section 1.** That the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties Illinois find that the Class 8 incentive program allowed by an ordinance of Cook

County, Illinois is necessary for the occupancy of the property that is the subject of this Resolution and that without such incentive, the property is unlikely to be occupied.

**Section 2.** That the Mayor and Board of Trustees support and consent to the filing of an application by the owner of the aforementioned property as provided by County ordinance for the property located at 60 S. Orchard Drive in Park Forest, Illinois 60466, for which the Permanent Index Number is: 31-36-101-015-0000.

**Section 3.** That the preamble of this Resolution is incorporated herein by reference as if fully set forth herein.

**Section 4.** This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.**

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

VILLAGE OF PARK FOREST

MEMORANDUM

TO: John A. Ostenburg, Mayor
Board of Trustees
FROM: Lawrence G. Kerestes, Director of Community Development
DATE: September 5, 2013
RE: CN Sound Mitigation/Home Improvement Program –Phase 2, Eastgate Neighborhood

BACKGROUND/DISCUSSION:

In response to feedback from the recent Eastgate Neighborhood Meeting, Village Staff is recommending consideration for a Phase 2 to the CN Sound Mitigation/Home Improvement Program. This new program would basically mirror the current program which was adopted September 27, 2010 with a tier system of reimbursement levels base on property distance from the CN rail tracks. This new program for the Eastgate neighborhood would include 153 Properties totaling \$519,100. However, it should be noted that 27 of these properties are vacant lots, due to housing demolitions. Thus, this would reduce the total reimbursements to \$435,600. Yet, if a new house were built on any of those vacant lots, the Reimbursement Program could apply. The tier system is proposed as follows:

Table with 4 columns: Property Category, Amount, Units, Total. Rows include Tier 1-Abutting Properties, Tier 2-Properties within 250 feet, Tier 3-Properties within 350 Feet, Tier 4-Properties within 500 Feet, and Grand Total.

The range of improvements will continue to be the same as the current program. Sound insulation materials for the house to include: wall and ceiling insulations, windows, doors, exterior siding in addition to roofing and venting systems. In addition, noise abatement and/or visual mitigation materials, such as landscaping (including fences, berms, shrubs and trees) are acceptable uses. (See attached Handout)

The attached Resolution reflects a proposed 2-year term for the program beginning January 1, 2014 through December 31, 2015. This new program will then, run concurrent with the existing program which also expires December 31, 2015. At that time, the Board could consider granting an extension to the property owners who had not yet participated. In the 2 1/2 years since implementation, about 25% of the properties have used about 27% of the funding. However, the Village Staff has encouraged the property owners to hold off until CN is fully utilizing the railway in order to fully discern the noise impact. It should be noted that Village Staff is now preparing a promotional reminder mailing for all property owners who still have not participated.

SCHEDULE FOR CONSIDERATION: This item will appear at the Regular Meeting Agenda of September 16, 2013 for Board consideration.

# Types of Sound Mitigation Improvements:

## Sound Walls and Fences

- Landscaping walls/Knee Walls

## Landscaping

- Berms
- Trees
- Evergreens
- Shrubs/Bushes

## Siding

- Replacing with Insulation added

## Windows

- Replacement Windows
- Storm Windows
- Maintenance to Existing Windows
- Skylights
- Glass Block Windows

## Doors

- Replacing Prime Doors
- Replacing Storm/Screen Doors
- Weather Stripping Existing Doors
- Sidelights

## Insulation

- Walls
- Attics

## Vents

- Attic Vents
- Kitchen Exhaust Vents
- Through-Wall Exhaust
- Ducted Exhaust

## HVAC modifications

- Central Air Conditioning
- Through-Wall Heaters and Air Conditioners
- Return Air
- Whole-House Exhaust Fans

## Room Additions at Rear of House

**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE APPROVAL FOR THE GENERAL HOME IMPROVEMENT REIMBURSEMENT PROGRAM FOR THE CANADIAN NATIONAL RAILROAD (CN) SOUND MITIGATION FOR PHASE 2 - EASTGATE NEIGHBORHOOD PROPERTIES DESIGNATED IN THIS RESOLUTION**

WHEREAS, With the purchase of the EJ&E Railroad and associated Village-owned property by Canadian National Railroad (CN), the Village of Park Forest negotiated for residential noise mitigation funding as part of the finalized settlement package with the rail company; and

WHEREAS, on September 27, 2010 the Board of Trustees adopted a \$500,000 in noise mitigation funding was designated for properties west of Western Avenue; and

WHEREAS, The Village has designed a General Home Improvement Reimbursement Program with the first priority being on sound mitigation improvements to benefit qualified property owners for properties east of Western Avenue as well; and

WHEREAS, The range of improvements which can be considered are noise abatement and/or visual mitigation materials, such as landscaping (including fences, berms, shrubs and trees) is one categorical option for the program. Sound insulation materials for the house to include: wall and ceiling insulations, windows, doors, and exterior siding in addition to roofing and venting systems. Finally, other broad-based home improvements such as kitchen and bathroom remodeling, room additions, patios and garages; and

WHEREAS, The Program is designed for reimbursements in a 4-tier system based on distance from the rail track. The 1<sup>st</sup> Tier includes properties which directly abut the CN RR tracks and would receive \$7,000. The 2<sup>nd</sup> Tier would include all other properties which are located within 250 feet of the CN rail tracks. These properties would receive \$4,500. The 3<sup>rd</sup> Tier would be for properties located within 350 feet of the CN rail tracks. These properties would receive \$3,100. The 4<sup>th</sup> Tier would be for properties located roughly within 500 feet of the CN rail. These properties would receive \$1,500. The total participation by all 153 properties would be \$519,100 as referenced in the following table:

	<b>Amount</b>	<b>Units</b>	<b>Total</b>
<b>Tier 1</b>	\$7,000.00	12	\$84,000.00
<b>Tier 2</b>	\$4,500.00	58	\$261,000.00
<b>Tier 3</b>	\$3,100.00	31	\$96,100.00
<b>Tier 4</b>	\$1,500.00	52	\$78,000.00
<b>Grand Total</b>		153	\$519,100.00

and

WHEREAS, The Program will be in place for a 2-year period from the time the Board takes official action; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Trustees hereby approve the General Home Improvement Reimbursement Program under the following conditions:

1. The General Home Improvement Reimbursement Program with the first priority being on sound mitigation improvements to benefit qualified property owners.
2. Eligible properties have been delineated as follows:

	<b>Address</b>	<b>Amount</b>
<b>Tier 1</b>	Apache Street – 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28,30	\$7,000.00
<b>Tier 2</b>	Algonquin Street – 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 142, 144, 148, 150, 152 154, 156 Allegheny Street – 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284 Apache Street – 4, 5, 6, 7, 9, 11, 13, 15, 17, 32, 34	\$4,500.00
<b>Tier 3</b>	Algonquin Street – 108, 110, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 143, 145, 147, 158, 160 Allegheny Street – 230, 232, 292 Allegheny Court – 4, 6, 8 Apache Street – 2, 3, 19,21,36	\$3,100.00
<b>Tier 4</b>	Algonquin Street – 105, 106, 107, 109, 111, 113, 149, 151, 155, 157, 159, 161 Allegheny Street – 222, 224, 226, 227, 228, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 294, 296 Allegheny Court – 7 Antioch Street – 5, 6 Apache Street – 23, 25, 38, 40, 42	\$1,500.00

3. Property owners will be notified of program eligibility by direct mail. This notice will include various terms of the program such as funding amount, program duration, examples of qualified improvements, tax implications, etc. Included in the mailing will be the program application.
4. The Program will be in effect from January 1, 2014 through December 31, 2015.

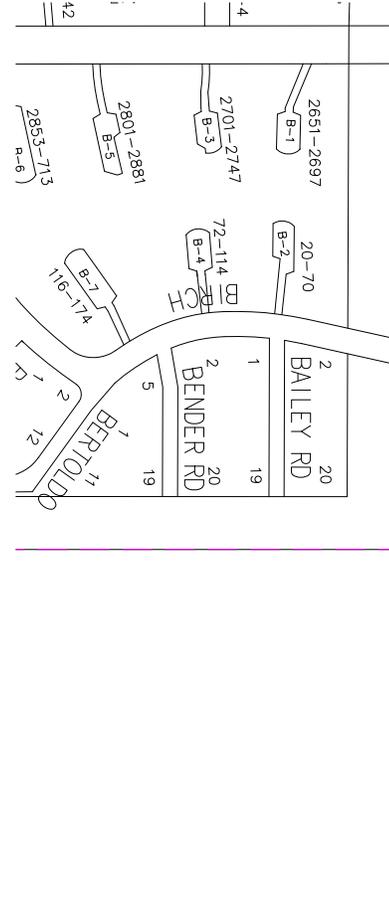
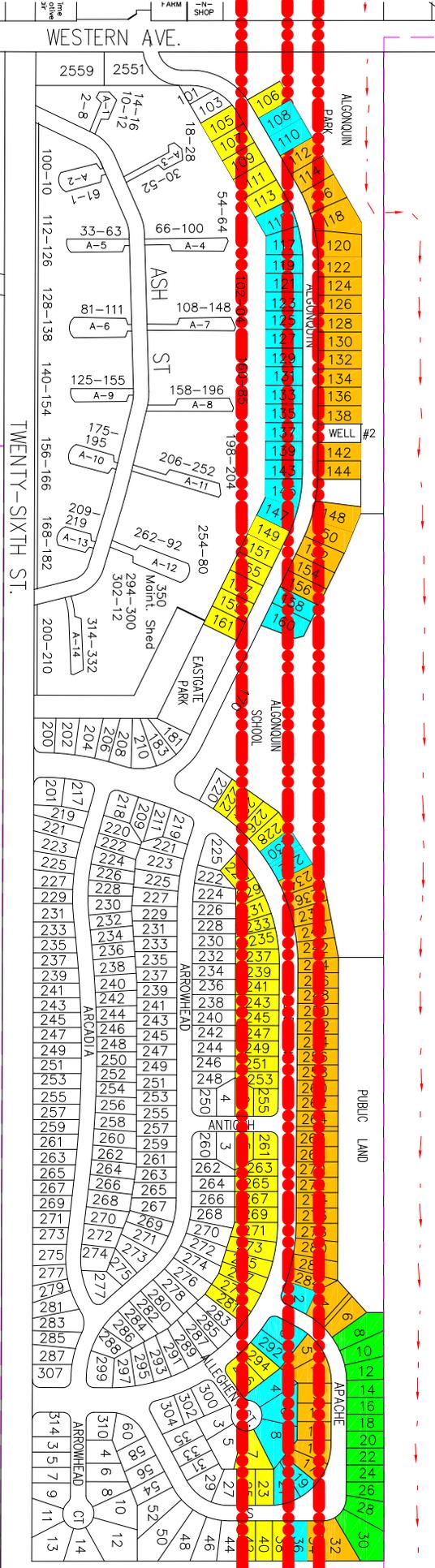
Adopted this                      day of September, 2013.

APPROVED

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village Clerk



COOK COUNTY FOREST PRES.

LEGEND

- ABUTTING PROPERTIES
- PROPERTIES WITHIN 250 FEET
- PROPERTIES WITHIN 350 FEET
- PROPERTIES WITHIN 500 FEET