

**VILLAGE OF VERNON HILLS  
RESOLUTION 2025-006**

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A TOWER  
LEASE AGREEMENT WITH VERIZON WIRELESS FOR THE USE OF THE EXISTING  
TOWER STRUCTURE AND GROUND EQUIPMENT ENCLOSURE AT 490 GREENLEAF  
DRIVE**

**WHEREAS**, Chicago SMSA Limited Partnership dba Verizon Wireless has requested a lease, attached hereto as **Exhibit A**, to facilitate the installation of cellular communication equipment on the existing tower and within the existing ground equipment enclosure at the Village's Public Works Facility, 490 Greenleaf Drive; and

**WHEREAS**, the tower located at 490 Greenleaf Drive was constructed in 2008 and designed to accommodate an additional tenant; and

**WHEREAS**, Verizon has developed preliminary construction plans for the equipment installation, an excerpt of which is attached hereto as **Exhibit B**, with a full plan set incorporated as an exhibit to the lease; and

**WHEREAS**, Staff has reviewed the lease and determined that the terms are consistent with similar leases with cell service providers; and

**WHEREAS**, in order to finalize construction drawings to attach to the execution copy of the lease, Verizon has requested formal approval of the lease, with the understanding that the construction drawings may be modified slightly as they are finalized, and that minor changes to the lease may occur during attorney review; and

**WHEREAS**, the Board of Trustees, on review of the requested lease at its meeting on February 18, 2025, finds the proposed lease to be consistent with the original design of the tower, with terms comparable to similar leases.

**NOW, THEREFORE**, be it resolved by the President and Board of Trustees of the Village of Vernon Hills:

**SECTION 1:** The Village Manager is hereby authorized to execute a Tower Lease Agreement for antenna facilities and ground equipment, substantially similar to the lease attached hereto as **Exhibit A**, following completion of the final construction permit drawings, anticipated to be substantially similar to the preliminary construction drawings by Concordia, last revised January 23, 2025, attached hereto as **Exhibit B**.

**SECTION 2:** The authorization granted in Section 1 of this resolution is subject to the following conditions:

1. Minor modifications to the verbiage of the lease agreement may be made during attorney review. Substantial changes, such as those affecting the scope of the lease area, duration of the lease, rent amount, or rent escalation provisions, shall require review and approval by the Board.
2. Minor modifications to the construction drawings may be made prior to execution of the lease. Substantial changes affecting the appearance of the installation or enclosure, or changing the defined lease area, shall require review and approval by the Board.

Dated this 18st day of February, 2025.

Adopted by roll call vote as follows:

AYES: 6 – Marquardt, Forster, Oppenheim, Schenk, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 – Takaoka

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 02/18/2025

APPROVED: 02/18/2025

ATTEST: 02/18/2025

  
\_\_\_\_\_  
Kevin Timony, Village Clerk



**EXHIBIT A**

**Tower Lease Agreement**

Chicago SMSA Limited Partnership dba Verizon Wireless

490 Greenleaf Drive

## TOWER LEASE AGREEMENT

This Tower Lease Agreement (the "**Agreement**") is made by and between **The Village of Vernon Hills**, an Illinois municipal corporation, with its principal offices located at 290 Evergreen Drive, Vernon Hills, Illinois 60061, ("**Lessor**") and **Chicago SMSA Limited Partnership d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Lessee**"). Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** LESSOR hereby leases Lessee space in and/or upon that certain tower structure owned, leased or controlled by LESSOR ("**Tower**") together with a parcel of land sufficient for the installation of Lessee's equipment building (the "**Land Space**") to install, maintain, upgrade, replace and operate communications equipment ("**Use**") at the property located at **490 Greenleaf Drive, Vernon Hills, Lake County, Illinois 60061** (the "**Property**") which is more particularly described in **Exhibit "A"** attached hereto and incorporated hereby. The portions of the Tower occupied by Lessee is hereinafter referred to as the Tower Space, which shall consist of all of the area on the Tower between the top and bottom of the centerline of Lessee's equipment on the Tower. (For example, if Lessee's equipment occupies ten (10) feet space on the Tower, with an equipment centerline of forty (40) feet, Lessee would be entitled to occupy any space on the Tower between the elevations of thirty-five (35) and forty-five (45) feet above ground level.) The Tower Space and Land Space are collectively hereinafter referred to as the "**Premises**". The Premises are shown in detail on **Exhibit "B"** attached hereto and made a part hereof.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month after Lessee begins installation of Lessee's communications equipment (the "**Commencement Date**"). The Commencement Date will be acknowledged by the Parties in writing, including electronic mail.

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5-year terms unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "**Term**".

4. **RENTAL.**

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of **\$36,000.00**, to be paid in equal monthly installments on the first day of the month, in advance, to Lessor at **490 Greenleaf Drive, Vernon Hills, IL 60061** or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 21 below. Lessor and Lessee acknowledge and agree that the initial rental

payment shall not be delivered by Lessee until 60 days after the Commencement Date. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

b. For any party to whom rental payments are to be made, Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) Lessee's payment direction form, and (iv) other documentation to verify Lessor's or such other party's right to receive rental as is reasonably requested by Lessee. Rental shall accrue in accordance with this Agreement, but Lessee shall have no obligation to deliver rental payments until the requested documentation has been received by Lessee. Upon receipt of the requested documentation, Lessee shall deliver the accrued rental payments as directed by Lessor.

c. ANNUAL RENTAL INCREASE. The annual rental amount for each year of this Agreement shall increase by **(3%)** over the previous year's rental amount

5. ACCESS/UTILITIES. Lessee shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of Lessee's communications equipment. Notwithstanding anything to the contrary, the Premises shall also include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among the various portions of the Premises and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way. In the event it is necessary, Lessor agrees to grant Lessee the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by Lessor.

6. CONDITION OF PROPERTY. Lessor shall deliver the Premises to Lessee in a condition ready for Lessee's Use and clean and free of debris. Lessor represents and warrants to Lessee that as of the Effective Date, the Tower and Land Space are (a) in good operating condition; (b) in compliance with all Laws; and (c) in compliance with all EH&S Laws (as defined in Paragraph 25).

7. ELECTRICAL.

a. If permitted by the local utility company serving the Premises, Lessee shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Lessee at the Premises and Lessee shall pay the utility company directly.

b. If an electrical meter is not permitted, then Lessee may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Lessee at the Premises and shall pay the utility company directly if permitted by the utility company.

c. In the event a sub-meter is installed and the utility company will not permit Lessee to pay the utility company directly, then the Lessor shall read Lessee's sub-meter on

a monthly basis and provide Lessee with an invoice for Lessee's power consumption on an annual basis. Each invoice shall reflect charges only for Lessee's power consumption based on the average kilowatt hour rate actually paid by Lessor to the utility, without markup or profit.

d. All invoices for power consumption shall be sent by Lessor to Lessee at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, and shall be provided to Lessee within 90 days following the conclusion of each calendar year (otherwise, Lessor waives the right to collect applicable electrical charges). Upon written request from Lessee, Lessor shall provide copies of electricity bills received by Lessor during any period that Lessor submits invoices to Lessee for reimbursement and for that same period Lessor shall provide documentation of the sub-meter readings applicable to such periods. Lessee shall pay each invoice within 45 calendar days after receipt of the invoice from Lessor.

e. Lessee shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

8. IMPROVEMENTS. The communications equipment including, without limitation, antennas, conduits, and other improvements shall be at Lessee's expense and installation shall be at the discretion and option of Lessee. Lessee shall have the right to replace, repair, add to or otherwise modify its communications equipment, antennas, conduits or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. Lessee shall only be required to obtain Lessor consent for modifications that increase the Premises. Lessor shall respond in writing to any Lessee consent request within 30 days of receipt or Lessor's consent shall be deemed granted, provided, any increase to the Premises shall be memorialized by the Parties in writing. Lessor is not entitled to a rent increase associated with any Lessee modification unless it is expanding the Premises area. In such event, any rent increase shall be proportionate to the additional area included in the Premises description.

9. GOVERNMENT APPROVALS. Lessee's Use is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "**Government Approvals**") that may be required by any Federal, State or Local authorities (collectively, the "**Government Entities**") as well as a satisfactory structural analysis of the Tower or other structure that will permit Lessee's Use. Lessor shall cooperate with Lessee in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, Lessor hereby agrees to allow Lessee to install any RF frequency signage and/or barricades as are necessary to ensure Lessee's compliance with Laws.

10. TERMINATION. Lessee may, unless otherwise stated, immediately terminate this Agreement upon written notice to Lessor in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated by any

Government Entity; (iii) Lessee determines that such Government Approvals may not be obtained in a timely manner; (iv) Lessee determines any structural analysis is unsatisfactory; (v) Lessee, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to Lessor, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in Lessee's sole discretion.

11. MAINTENANCE. Lessee will maintain Lessee's communications equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. Lessor shall maintain, in good operating condition and repair, the Tower and the Property.

12. INDEMNIFICATION. Subject to Paragraph 13, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

13. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

14. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 12 and 25, a violation of Paragraph 28, or a violation of Laws, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even

if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

15. INTERFERENCE.

a. Lessee agrees that Lessee will not cause interference that is measurable in accordance with industry standards to Lessor's equipment. Lessor agrees that Lessor and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of Lessee.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to Lessee's Network Management Center at (1-800-264-6620 or 1-800-621-2622) or to Lessor at **(1-847-367-3726)**, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. Within 90 days of expiration or earlier termination of the Agreement, Lessee shall remove Lessee's Communications Equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that the communications equipment shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Lessee to remain on the Premises after termination of the Agreement, Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

17. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, Lessor receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("**Lessor's Notice**"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to Lessor by the third party offeror. Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If Lessee fails to provide written notice to Lessor that Lessee intends to meet such bona fide offer no later than 60 days after receipt of Lessor's Notice, Lessor may proceed with the proposed transaction in accordance

with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this paragraph shall survive any such conveyance to a third party. If Lessee provides Lessor with notice of Lessee's intention to meet the third party offer within 60 days of receipt of Lessor's Notice, then if Lessor's Notice describes a transaction involving greater space than the Premises, Lessee may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, Lessor acknowledges and agrees that if Lessee exercises this right of first refusal, Lessee may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. Lessee may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of Lessor's interest in the Property as a result of the death of Lessor, whether by will or intestate succession, or any conveyance to Lessor's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which Lessee has any right of first refusal.

18. RIGHTS UPON SALE. Should Lessor, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder. In the event that Lessor completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of Lessor under this Agreement, then Lessor shall not be released from its obligations to Lessee under this Agreement, and Lessee shall have the right to look to Lessor and the third party for the full performance of the Agreement.

19. Lessor's TITLE. Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents and warrants to Lessee as of the Effective Date and covenants during the Term that Lessor has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect Lessee's Use.

20. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Lessee may assign this Agreement to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of Lessor. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

21. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 15 and notices permitted via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, IL 60061

LESSEE: Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub  
Attn: Legal Intake  
One Verizon Way  
Basking Ridge, NJ 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, Lessor shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At Lessor's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by Lessor which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to Lessee being required to subordinate its interest in this Agreement to any future Mortgage covering the building, Lessor shall obtain for Lessee's benefit a non-disturbance and attornment agreement for Lessee's benefit in the form reasonably satisfactory to Lessee, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize Lessee's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the building, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Lessee will execute an agreement for Lender's benefit in which Lessee (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the building and (3) agrees to accept a cure by Lender of any of Lessor's defaults, provided such cure is completed within

the deadline applicable to Lessor. In the event Lessor defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, Lessee, may, at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and Lessee shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by Lessee to cure or correct such defaults.

23. **DEFAULT.** It is a "**Default**" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) Lessor fails to comply with this Agreement and the failure interferes with Lessee's Use and Lessor does not remedy the failure within 5 days after written notice from Lessee or, if the failure cannot reasonably be remedied in such time, if Lessor does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 25 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 15 of this Agreement.

24. **REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If Lessee undertakes any such performance on Lessor's behalf and Lessor does not pay Lessee the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, Lessee may offset the full undisputed amount due against all fees due and owing to Lessor under this Agreement until the full undisputed amount is fully reimbursed to Lessee.

25. **ENVIRONMENTAL.** Lessee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("**EH&S Laws**"). Lessee shall indemnify and hold harmless the Lessor from claims to the extent resulting from Lessee's violation of any applicable EH&S Laws or to the extent that Lessee causes a release of any regulated substance to the environment. Lessor shall indemnify and hold harmless Lessee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of Lessee. The Parties recognize that Lessee is only leasing a small portion of Lessor's property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee's specific activities and responsibilities. In the event that Lessee encounters any hazardous substances that do not result from its activities, Lessee may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if Lessee desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous

substances, Lessor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

26. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs Lessee's Use, rent shall abate until Lessee's Use is restored. If Lessee's Use is not restored within 45 days, Lessee may terminate this Agreement.

27. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs Lessee's Use, Lessee may terminate this Agreement. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to Lessee's communications equipment, relocation costs and, specifically excluding loss of Lessee's leasehold interest, any other damages Lessee may incur as a result of any such condemnation.

28. APPLICABLE LAWS. During the Term, Lessor shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**"). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (i) all Laws relating solely to Lessee's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises. It shall be Lessor's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable Lessee to obtain all necessary building permits).

29. TAXES. If Lessor is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "**Tax**") from Lessee with respect to the transactions contemplated by this Agreement, then Lessor shall bill such Tax to Lessee in the manner and for the amount required by law, Lessee shall promptly pay such billed amount of Tax to Lessor, and Lessor shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Lessor shall not bill to or otherwise attempt to collect from Lessee any Tax with respect to which Lessee has provided Lessor with an exemption certificate or other reasonable basis for relieving Lessor of its responsibility to collect such tax from Lessee. Except as provided in this Paragraph 29, Lessor shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of Lessor with respect to itself, its property, and the transactions contemplated by this Agreement. Lessee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Lessee with respect to itself, its property, and the transactions contemplated by this Agreement.

30. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

31. Intentionally deleted.

32. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the Lessor and the Lessee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Lessor or the Lessee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. Lessor agrees to execute a Memorandum of this Agreement, which Lessee may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

(Signatures on the next page.)

Lessee Site Name: Hwy 45 & C Hwy 57  
MDG#: 5000351852

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR:**

The Village of Vernon Hills, an Illinois municipal corporation

By: Kevin Timony

Name: Kevin Timony

Its: Village Manager

Date: February 18, 2025

**LESSEE:**

Chicago SMSA Limited Partnership d/b/a Verizon Wireless  
By: Cellco Partnership, Its General Partner

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

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

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

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

Lessee Site Name: Hwy 45 & C Hwy 57  
MDG#: 5000351852

## **EXHIBIT "A"**

### **PROPERTY DESCRIPTION**

**PARCEL NUMBER:** 11-32-306-182 AND 11-32-306-182-8001

BEING THE SAME PROPERTY ACQUIRED BY THE VILLAGE OF VERNON HILLS, AN ILLINOIS CORPORATION BY DEED OF CONTINENTAL BANK, N.A., JOHN F. CUNEO, JR. CONSUELA CUNEO MCALISTER, CHARLES L. MCEVOY AND WILLIAM G. MYERS, AS TRUSEES UNDER DELCARATION OF JOHN F. CUNEO TRUST DATED AUGUST 12, 1935, DATED 03/08/1990 AND RECORDED 03/09/1990 IN DOCUMENT NUMBER : 2884775 BEING THE SAME PROPERTY ACQUIRED BY THE VILLAGE OF VERNON HILLS, ILLINOIS, A MUNICIPAL CORPORATION BY DEED OF URBAN INVESMEN & DEVELOPMENT CO., A DELAWARE CORPORATION, DATED 03/07/1978 AND RECORDED 04/21/1978 IN DOCUMENT NUMBER : 111874

**EXHIBIT B**

**Preliminary Construction Drawings**

**Verizon Antenna and Associated Ground Equipment**

**490 Greenleaf Drive**











**RF EMISSIONS REPORT REQUIRED**  
 YES  NO DATE OF REPORT:

**Project Details**  
 FUZE Project ID: 17409348  
 Project Name: TRADITIONAL Capacity  
 Project Alt Name: Hwy 45 & C Hwy 57  
 Project Type: Initial Build

**Modification Type:**  
 Designated Sector Carrier: 4G; 25  
 Designated Sector Carrier: 3  
 Additional Sector Carrier: 4G; N/A  
 Additional Sector Carrier: N/A  
 PP Solution Type & Tech Type: MCR-4G\_700-4G\_850-4G\_AWS\_4G\_CBRs\_...  
 Sub6\_PCS  
 Carrier Aggregation: false  
 MPT Id:  
 eCIP-4G: false  
 Suffix:

**Location Information**

Site ID: 616365536  
 E-NodeB ID: 0000009 9\_9997999  
 MDG Location ID: 5000351852  
 PSLC: 455982  
 Tower Owner:  
 Tower Type: Monopole  
 Site Type: MACRO  
 Site Sub Type: TRADITIONAL  
 Street Address: 490 Greenleaf Drive  
 City: Vernon Hills  
 State: IL  
 Zip Code: 60061  
 County: Lake  
 Latitude: 42.24517 / 42° 14' 42.432" N  
 Longitude: -87.97867 / 87° 59' 42.96" W

**IMPORTANT NOTE:**  
 AVAILABLE ANTENNA RAD IS 90°.  
 RFDS REVISION IS REQUIRED.

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



PROFESSIONAL DESIGN  
 FIRM LICENSE # 104-0852-0004 001.008109  
 CHECKED BY: RH CHECKED BY: GMS

RFDS Project Scope: 117524 submitted tower form (c/s)

**Antenna Summary**

Antenna ID	Frequency	Bandwidth	Power	Height	Azimuth	Roll	Item ID
700	800	1000	AVS	CSRS	CELAND	Male	AVS-1000-800-1000-CELAND-Male
700	800	1000	AVS	CSRS	CELAND	Male	AVS-1000-800-1000-CELAND-Male
700	800	1000	AVS	CSRS	CELAND	Male	AVS-1000-800-1000-CELAND-Male

**Equipment Summary**

Equipment Type	Location	Item ID	Manufacturer	Model	Quantity				
RRU	700	800	1000	AVS	CSRS	CELAND	Male	AVS-1000-800-1000-CELAND-Male	1
RRU	700	800	1000	AVS	CSRS	CELAND	Male	AVS-1000-800-1000-CELAND-Male	1
RRU	700	800	1000	AVS	CSRS	CELAND	Male	AVS-1000-800-1000-CELAND-Male	1

SHEET TITLE:  
RFDS

SHEET NUMBER:  
A-3

FUZE PROJECT #: 17331650  
 MDG LOCATION CODE: 5000351852  
 HWY 45 & C HWY 57  
 490 GREENLEAF DRIVE  
 VERNON HILLS, IL 60061

RF EMISSIONS REPORT REQUIRED  
 YES  NO  
 DATE OF REPORT: \_\_\_\_\_

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



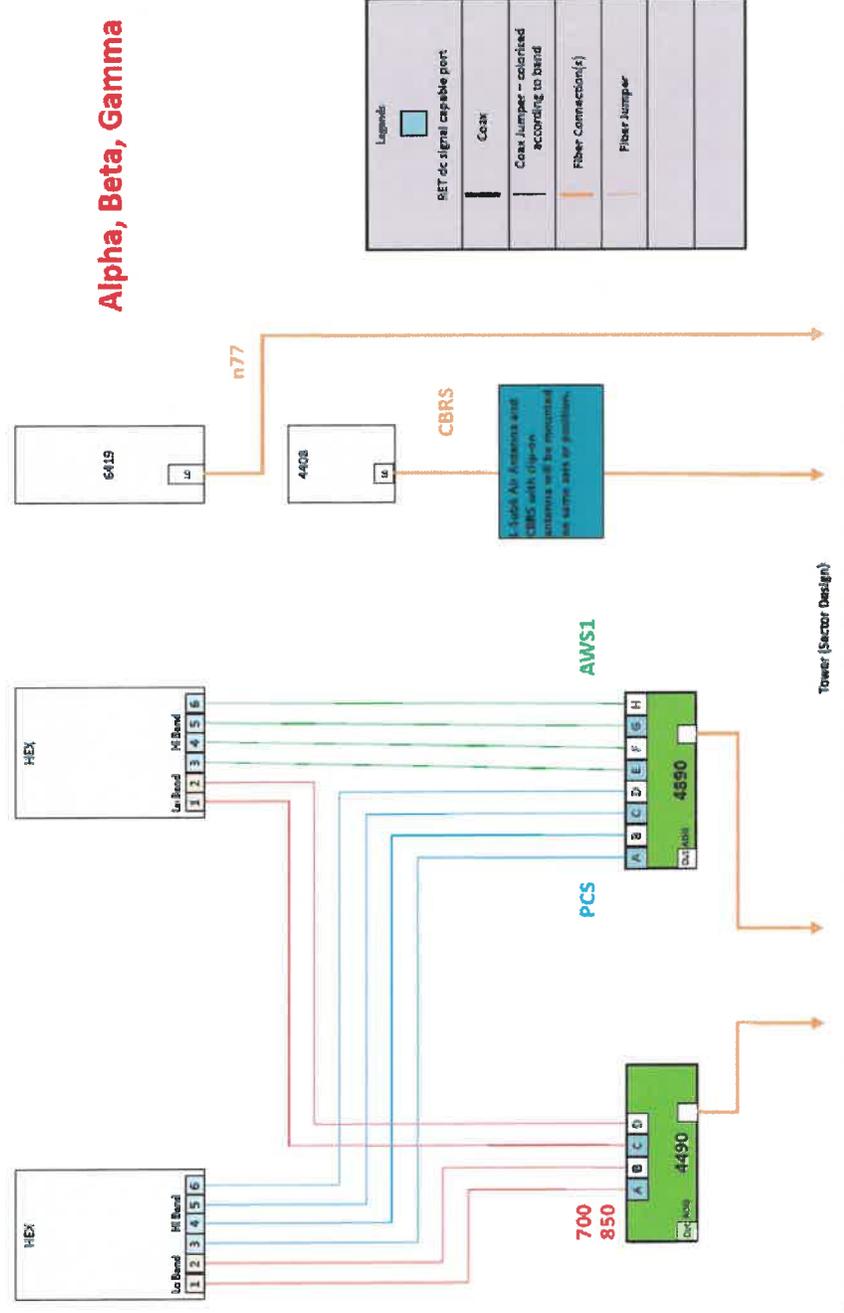
PROFESSIONAL DESIGN  
 FIRM LICENSE # 154046822004 001.008109  
 CHECKED BY: RH CHECKED BY: GMS

FUZE PROJECT #: 17331650  
 MDG LOCATION CODE: 5000351852  
 HWY 45 & C HWY 57  
 490 GREENLEAF DRIVE  
 VERNON HILLS, IL 60061

SHEET TITLE:  
 DIAGRAMS

SHEET NUMBER:  
**A-3A**

**Alpha, Beta, Gamma**



**Notes:**  
 - Antenna view is from the back of the antennas  
 - Colors of connection are just for clarification  
 - Follow RET cabling standard for non-Smart Blade Ants  
 - Non-RF path elements like OVP/MTTA Box and Hybrid cables not shown  
 - Size of objects in drawing doesn't reflect equipment true dimension

