

AGENDA
VILLAGE OF ROUND LAKE
COMMITTEE OF THE WHOLE MEETING
December 19, 2016
442 N. Cedar Lake Road
To Follow the Regular Board Meeting
The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

1. ROLL CALL

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of December 5, 2016

3. PUBLIC COMMENT

4. COMMITTEE OF THE WHOLE

- Community Development
- Human Resources and Finance
- Public Works, Facilities and Capital Assets, and Engineering
 - 2nd CLCJAWA Booster Station and Water Main Design
- Building and Zoning
- Special Events
- Police
- Administration
 - Massage Establishment Village Code Changes
 - Wilson Road Site Access Agreement
 - Water Tower Lease Agreement

5. SUGGESTED NEW TOPICS

6. EXECUTIVE SESSION

7. ADJOURN

AGENDA
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December 5, 2016
442 N. Cedar Lake Road
To Follow the Regular Board Meeting
The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE OF ROUND LAKE WAS CALLED TO ORDER BY DAN MACGILLIS, VILLAGE PRESIDENT AT 7:18 P.M.

1. ROLL CALL

Present: Trustees Foy, Frye, Kraly, Newby, Patel, Rodriguez
Absent: None

2. APPROVAL OF MINUTES

- 2.1 Approve the Minutes of the Committee of the Whole Meeting of November 21, 2016
Trustee Frye moved, Seconded by Trustee Patel, to approve the Minutes of the Committee of the Whole Meeting of November 21, 2016. Upon a unanimous voice vote; the Mayor declared the motion carried

3. PUBLIC COMMENT
NONE

4. COMMITTEE OF THE WHOLE

- Community Development
- Human Resources and Finance
- Public Works, Facilities and Capital Assets, and Engineering
 - MXU Purchase
Public Works Director Wedoff requested authorization to purchase Sensus MXU units from H.D. Supply on an as needed basis, not to exceed the budgeted amount. PWD Wedoff stated that during cold weather periods last year several units failed to transmit the water meter reading to the audio read system during the normal monthly reads. Last year the Village purchased 500 MXU units and staff has finished installing them. This request to purchase additional units is a continuation of the replacement program

The Mayor and Board agreed to move to the next Consent Agenda

- Building and Zoning
- Special Events
- Police
- Administration
 - Risk Management Proposals
Village Administrator Steve Shields introduced Geoff Raef from West Insurance Agency. Mr. Raef stated that West Insurance Agency again sent out risk management

information to six vendors. Overall he stated the risk management premium increased 11.58% from the previous year, largely driven by exposure changes, including an increase in loss ratio from 39% to 59%. The overall premium is 2.8% under the budget amount though. The vendors West Insurance agency and staff are recommending, are the same as last year

The Mayor and Board agreed to move to the next Consent Agenda

5. SUGGESTED NEW TOPICS

Village Administrator Shields stated that due to rate increases our Bond Counsel suggested waiting until January 2017 when they believe the rates will decrease before continuing on with our refinancing. He stated there still is a savings, but not as much as before. VA Shields stated that we had to wait until the bond call date, which was December 1st, had it been a week prior, the rates had been historically low.

The Mayor asked whether the board will have a meeting on the 19th due to the Holiday, Village Administrator Shields stated that we do need to have one due to an items that needs to move forward by year end. The January 3rd meeting will be discussed at that point

6. EXECUTIVE SESSION

NONE

7. ADJOURN

Motion by Trustee Newby, Seconded by Trustee Frye, to adjourn the Committee of the Whole meeting at 7:30 P.M. Upon a unanimous voice vote, the Mayor declared the motion carried.

APPROVED:

Patricia C. Blauvelt
Village Clerk

Daniel MacGillis
Village President



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: SECOND CLCJAWA PUMPING STATION DESIGN

Agenda Item No. COTW

Executive Summary

Staff recommends accepting a work order from Baxter & Woodman, Inc. to design a second CLCJAWA pumping station. This project will consist of the installation of a new pumping station on Raymond Park off of Chardon Road adjacent to the new CLCJAWA delivery structure. It will also include the design of the water main needed to connect to the existing Village water system.

Baxter & Woodman has completed the preliminary modeling for this project so they are very familiar with the project as well as Village and CLCJAWA specifications. Baxter & Woodman has completed work for the Village in the past with satisfactory results and they are familiar with Village staff and expectations.

Additional scope of services is described in the attached work order.

Recommended Action

Approve a work order from Baxter & Woodman, Inc. to design a second CLCJAWA pumping station.

Committee: PW/F&CA and Engineering		Meeting Date(s): 12/19/16																												
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works																												
Item Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Account(s)</th> <th style="width: 30%;">Budget</th> <th style="width: 30%;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$2,943,581.00</td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$75,400.00</td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$79,148.39</td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>50-60-81-88101</td> <td style="text-align: right;">\$2,943,581.00</td> <td style="text-align: right;">\$154,548.39</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td></td> <td style="text-align: right;">\$2,789,032.61</td> </tr> <tr> <td style="text-align: right;">Over</td> <td style="text-align: center;">-</td> <td></td> </tr> </tbody> </table>			Account(s)	Budget	Expenditure	Other Items	\$2,943,581.00		Item Requested	\$0.00	\$75,400.00	YTD Actual		\$79,148.39	Amount Encumbered		\$0.00	50-60-81-88101	\$2,943,581.00	\$154,548.39	Request is over/under budget:			Under		\$2,789,032.61	Over	-	
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**VILLAGE OF ROUND LAKE, ILLINOIS
SECOND CLCJAWA CONNECTION DESIGN**

WORK ORDER

Engineer's Project No. 160274.40

Project Description: A second CLCJAWA Receiving Station and Pumping Station will be constructed on Chardon Road to improve system reliability and increase pressures throughout the system.

The Project consists of two parts:

1. Receiving Station and connection to CLCJAWA's transmission main along Chardon Road. Baxter & Woodman, Inc. (B&W) will support CDM-Smith with site-specific design for the inclusion in the CLCJAWA Transmission Main Project Bid Package.
2. Pumping Station and transmission main to connect to the existing system at Route 60, which will be bid separately from the CLCJAWA Transmission Main Project. B&W will design the pumping station and transmission main.

Work is described further in Attachment A.

Engineering Services: The general provisions of this Work Order are enumerated in the Engineering Services Agreement between the Owner and Engineer dated March 18, 1998. The scope of services for this Project is provided in Attachment A, attached hereto.

Compensation: Compensation for the services will be in accordance with the Engineering Services Agreement dated March 18, 1998. The Village shall pay the Engineer for the services performed or furnished under Attachment A for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$75,400 as broken down below:

Design	\$68,400
Geotechnical Investigation and CCDD Analysis	\$ <u>7,000</u>
Total	\$75,400

Submitted by: **Baxter & Woodman, Inc.**

By: _____

Derek J. Wold, P.E.

Title: Vice President

Date: December 6, 2016

Approved by: **Village of Round Lake, Illinois**

By: _____

Daniel A. MacGillis

Title: Mayor

Date: _____

Additional Comments and Conditions: Please note items not included in proposal at the end of Attachment A.

Project Description

The Village of Round Lake receives Lake Michigan water from CLCJAWA at its receiving station and Main Pumping Station on Cedar Lake Road. The Village will add a second CLCJAWA Receiving Station and a new Pumping Station at Raymond Park on Chardon Road to improve system reliability and increase pressures throughout the system. The Village will also add a new Transmission Main between the new Pumping Station and the existing distribution system at Route 60. Design of the Pumping Station and Transmission Main will include:

1. Above grade pre-fabricated structure.
2. Three 1.5-mgd pumps, for a firm capacity of 3.0 mgd.
3. Power supply and standby power generator.
4. Sodium hypochlorite feed system.
5. Chlorine analyzer.
6. Associated HVAC, plumbing, and electrical.
7. Transmission main to connect to existing water main on Route 60.
8. Site work.
9. Instrumentation and controls.

Scope of Services

The following scope of services details the anticipated tasks necessary to successfully complete this Project.

1. TOPOGRAPHIC SURVEY – Perform topographic survey within the project limits of natural and manmade features for use in developing base sheets for project drawings. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.
2. UTILITY COORDINATION – Initiate utility coordination by contacting utility companies that have facilities along the project limits and requesting utility atlas maps. Submit pre-final plans to utility companies so conflicts and relocation efforts can be identified. Coordinate utility relocation for conflicts within public right-of-way.
3. GEOTECHNICAL SERVICES – Employ the services of a geotechnical subconsultant to:
 - A. Take soil borings, collect and analyze soil samples, determine groundwater levels, and prepare a written report for structural design. Soil borings will be made at the site of each major structure.
 - B. Analyze soil from each of the soil borings to determine if the soil is contaminated in compliance with Illinois regulations for Clean Construction or Demolition Debris (CCDD).

- C. The cost of such subconsultant services shall be a separate expense to the Village, and the Village shall reimburse the Engineers for the actual costs of the geotechnical subconsultant, subsurface exploration and/or laboratory services. Estimated costs are as follows:

Geotechnical Investigation	\$ 4,000
CCDD Analysis	<u>\$ 3,000</u>
Total	\$ 7,000

4. RADIO PATH STUDY – Conduct a radio path study from the project site to the central site.
- A. Desktop Analysis
- Perform a desktop analysis using radio path software to determine the preliminary topology for planning the field survey.
- B. Field Survey
- Perform a radio field survey to obtain actual radio signal strength between the central site (Nippersink Pump Station) and new remote site using radio diagnostic software.
- C. Provide a report that will include the following information:
- Summary of the data collected during the radio field survey, including the radio signal strength.
 - Proposed radio system topology.
 - Preliminary design, including bill of material of primary components (radio, antenna, antenna cable, and surge protection) and recommended antenna mounting heights.
5. DETAILED DESIGN – Provide detailed design documents consisting of drawings showing the general scope, extent, and character of construction work to be furnished and performed by the contractor(s) selected by the Village and specifications which will be prepared in conformance with the format of the Construction Specification Institute.
- A. One set of plans and technical specifications for the Receiving Station to be bid as part of the CLCJAWA Transmission Main project.
- CDM-Smith will provide bidding documents, plans, and technical specifications for the Receiving Station, including:
 - Procurement and Contracting Requirements (“Division 00”)
 - General Requirements (“Division 01”)
 - Mechanical plans
 - Structural plans
 - Electrical plans
 - Instrumentation and Controls plans
 - IEPA construction permit
 - B&W will provide site-specific plans and technical specifications, to be included in the CLCJAWA Bid Package. Deliverables, if applicable, will include:
 - Existing conditions (“Division 02”)
 - Earthwork (“Division 31”)

- c. Exterior Improvements (“Division 32”)
 - d. Utilities (“Division 33”)
 - e. General Civil plans
- B. One set of plans and technical specifications for the Pumping Station and Transmission Main, which will be bid separately from the CLCJAWA Transmission Main project. B&W will provide this set of plans and specifications.
6. QUALITY CONTROL REVIEWS – Conduct internal peer review and constructability review of drawings and specifications. Incorporate final review comments into the final plan set.
7. ADMINISTRATION & MEETINGS – Confer with the Village’s Director of Public Works and his staff to ensure the goals of the Project are achieved. Attend up to two meetings.

In addition, for the Pumping Station and Transmission Main only:

8. PERMIT SUBMITTALS
- A. Submit the design documents to various agencies for their review and approval for the VILLAGE to construct and operate the Project.
 - i. Illinois Environmental Protection Agency construction permit.
 - ii. Lake County Stormwater permit.
 - iii. CLCJAWA permit, if required.
9. ENGINEERS’ OPINION OF PROBABLE COST - Prepare a pre-bid opinion of the probable construction cost based on the design documents approved by IEPA.
10. CONSTRUCTION DOCUMENTS – Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions and specifications, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
11. BIDDING ASSISTANCE – Provide documents for bidding and assist the Village in solicitation of bids from qualified bidders, attend the bid opening, evaluate and tabulate the bids received, and submit recommendations for the award of the construction contract.
12. PROJECT MANAGEMENT – Plan, schedule, and control the activities that must be performed to complete the Project. These activities include budget, schedule, and scope.

Items not included in this proposal:

1. RECEIVING STATION DESIGN – Other than site-specific civil design, B&W will not design the Receiving Station. Mechanical, structural, electrical, and instrumentation work will be designed by CDM-Smith.
2. SYSTEM INTEGRATION – A separate proposal will be provided by BWCSI for system integration.
3. ARCHITECTURAL DESIGN – If the Village, Park District, or other agency requires specific architectural elements or finishes, the fee will be amended.
4. BUILDING PERMIT SUBMITTALS – Building permit submittals are not included.
5. PERMIT FEES – Permit fees are not included.
6. CONSTRUCTION SERVICES – construction administration, field observation, or other construction services are not included.

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VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: MASSAGE ESTABLISHMENT CODE CHANGES

Agenda Item No. COTW

Executive Summary:

Due to a recent inquiry regarding the opening of a massage establishment, staff reviewed the Village's Municipal Code regarding massage establishments.

Based on the review, staff revamped the entire message establishment section of the Village Code. Definitions were added, application provisions included, background investigation incorporated, and other changes made.

Recommended Action:

For review, discussion, and providing staff additional guidance, if necessary.

Committee: -	Meeting Date: December 19, 2016																																				
Lead Department: Administration	Presenter: Steven J. Shields, Village Administrator																																				
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Chapter 5.36 – MASSAGE PARLOR ESTABLISHMENTS

Sections:

5.36.010 - ~~Message parlor defined.~~ Definitions.

~~"Message parlor", as used in this chapter, is defined as any business wherein one or more persons massages either manually or physically any part of the body of another person or persons.~~

"Employee" Any and all persons other than the massage therapist, who render any service to the permittee, who receive compensation directly from the permittee, and who have no physical contact with customers and clients.

"Massage" means a system of structured palpation or movement of the soft tissue of the body. The system may include, but is not limited to, techniques such as effleurage or stroking and gliding, petrissage or kneading, tapotement or percussion, friction, vibration, compression, and stretching activities as they pertain to massage therapy.

"Massage establishment" means any building, room, place or establishment, other than a regularly licensed hospital, dispensary, or nursing home, where nonmedical and nonsurgical manipulative exercises are practiced upon the human body or where activities described in the definition of "massage" are engaged in for a fee or other gratuity.

"Massage therapist" means an individual who is properly licensed by the state of Illinois Department of Professional Regulation and administers massage for compensation, in accordance with the Massage Licensing Act, 225 ILCS 57/1 et seq.

"Outcall massage service" Any business where the function of which is to engage in or carry on massages at a location designated by the customer or client rather than at a massage establishment.

"Applicant" or "Permittee" The operator of a massage establishment.

(Prior code § 32.12(a))

5.36.020 - License required.

It is unlawful for any person, corporation or entity to conduct the business of a massage ~~parlor~~ establishment unless licensed to do so by the village. A separate massage establishment license shall be required for each massage establishment location regardless of whether such multiple establishments are operated by the same person.

Massage establishment license; exemptions.

No massage establishment license shall be required for hospitals, nursing homes, sanitariums, or any facility at which a health care worker duly licensed by the State of Illinois provides, on an ongoing basis, professional health services to individuals, including the offices of an occupational therapist licensed under the Illinois Occupational Therapy Practice Act (225 ILCS 75/1 et seq.); a physician

therapist licensed under the Illinois Physical Therapy Act (225 ILCS 90/1 et seq.); a physician licensed under the Medical Practice Act (225 ILCS 60/1 et seq.); a chiropractor licensed under the Medical Practice Act (225 60/1 et seq.); and a naprapath listed under the Illinois Naprapathic Practice Act (225 ILCS 63/1 et seq.

5.36.030 - License application.

Any person, corporation or entity desiring to engage in the business of operating a massage ~~parlor~~ establishment must make application to the village clerk for a license. The form of the application shall be that as prescribed by the village clerk. The application shall be approved or denied in accordance with the provisions of this title.

A. Each application shall include the following information:

1. Name and address of applicant. If applicant is a partnership or corporation, application shall include the names of all partners and any stockholder holding more than five (5) percent of the stock of such corporation;
2. The location and description of the premises or place of business which is to be operated under the desired license;
3. A copy of the State issued photo ID for all employees or prospective employees and for each Massage Therapist. A copy of the Illinois Massage Therapist license for each massage therapist;
4. The length of time that the applicant has been in that business or operation and the date at which that business or operation was started in the village and, in the case of a corporation, the date on which its charter was issued;
5. A statement of all similar businesses ever owner or participated in by applicant including a statement of whether applicant has ever held a similar license from any other county or municipality and details of any revocation of any such license;
6. The applicant must submit to a background investigation by the chief of police or his or her designee. A fingerprint-based criminal background check is required for every owner and/or officer having five (5) percent or more interest in the business; a cost recovery fee will be assessed for the service of fingerprint processing.

- B. During the pendency of any application for, or during the term of, any massage establishment license, the applicant or permittee shall promptly notify the village clerk in writing of any change in any material information provided in the application for such license, including specifically, but without limitation, any change in the identification of massage therapists at

any massage establishment, and any change in the managers of the massage establishment or in the individuals identified in the application.

(Prior code § 32.12(c))

5.36.040 Outcall Massage Service, Registration Required.

Any massage therapist desiring to engage in outcall massage service as defined, must first register with the village clerk. The form of the application shall be that as prescribed by the village clerk. The application shall be approved or denied in accordance with the provisions of this title. No outcall massage service may be operated other than by a massage therapist as defined herein.

~~5.36.040—Fee. (Covered in 5.04.140 - Business and activities licensed.)~~

~~The application for a license shall be accompanied by a fee of fifty dollars (\$50.00), returnable if license is denied.~~

(Prior code § 32.12(d))

(Ord. No. 15-O-14, § 1, 4-20-2015)

5.36.050 - Personnel.

Massage establishments are required to employ licensed massage therapists, as defined herein. It is unlawful for anyone under the age of eighteen (18) years of age to be either a patron or employee of a massage parlor establishment. provided that this section shall not apply to any licensed physician, chiropractor, physical therapist or registered nurse.

(Ord. 00-O-18 § 1(A); prior code § 32.12(e))

5.36.060 - Sanitation.

Premises and business area and building used for a massage parlor establishment must be kept in a clean and sanitary condition.

(Prior code § 32.12(f))

5.36.70 - License revocation.

- ~~A. The mayor may revoke the license of any massage parlor establishment for any violation of Section 5.36.050 or 5.36.060, in any case where any of the provisions of this chapter are violated.~~
- A. Any license or permit may be suspended or revoked by the village president or board of trustees in accordance with section 5.04.110 and 5.04.120.

- B. When any license shall have been revoked for any cause, no license shall be granted to any person for the period of two years thereafter for the conduct of a massage establishment in the premises described in such revoked license, and no massage establishment license shall be granted, and any massage establishment license may be revoked or suspended, for any other premises in the Village with respect to the person whose license was revoked for cause, for the period of two years thereafter. Such prohibition, revocation or suspension shall apply also to the spouse, business partner, or any person who holds more than a five percent ownership interest in that licensee.

(Prior code § 32.12(g))

5.36.080 - Hours of operation.

No massage ~~parlor~~ establishment shall be open earlier than eight a.m. and not later than ~~eight~~ nine p.m. on any day.



VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: SITE ACCESS AGREEMENT

Agenda Item No. COTW

Executive Summary:

The attached draft Site Access Agreement is for a vendor that would like to install a cellular antenna on a Village-owned water storage tank located at 433 Wilson Road. The purpose of the Agreement is to enter into a site access license governing the site investigations that may be conducted by the vendor's authorized agents, contractors, consultants and/or employee(s).

Due to the cellular antenna and related communications facility and appurtenant uses, the Village has agreed to grant to the vendor a license to enter upon the property to conduct activities to help the vendor assess the suitability of the property for its intended use. These activities may include, among other things, environmental inspection, testing and sampling activities at the Property.

Recommended Action:

For review, discussion, and providing staff additional guidance, if necessary.

Committee: -	Meeting Date: December 19, 2016																																										
Lead Department: Administration	Presenter: Steven J. Shields, Village Administrator																																										
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Resolution 2016-R-___

A Resolution Authorizing Execution of a Site Access Agreement

WHEREAS, Chicago SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon”) approached the Village of Round Lake (“Village”) requesting an agreement to access radio communications equipment (“Cell Tower”) on the existing water tower located at 433 Wilson Road, Round Lake, Illinois (“Property”); and

WHEREAS, pursuant to its powers authorized under the Illinois Municipal Code, including those found in 65 ILCS 11-76-1, the Village desires to enter into a Site Access Agreement for the placement, maintenance, and use of Cell Tower; and

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Round Lake as follows:

SECTION ONE: The above recitals are incorporated as if fully set forth in this section.

SECTION TWO: The Site Access Agreement, attached as Exhibit A, is hereby approved.

SECTION THREE: The Village President or Village Administrator, or his designee, is authorized to make changes to the form and the substance of the Site Access Agreement prior to executing the same provided, in his judgment, that any subsequent changes do not materially alter the obligations of the Village.

SECTION FOUR: The Village President or Village Administrator is authorized to execute the Site Access Agreement and he and his designees are authorized to execute all documents and take all actions necessary to carry out the purpose of this Resolution.

SECTION FIVE: This Resolution shall be in full force and effect from and after its passage.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

Exhibit A
Site Access Agreement with Verizon Wireless

SITE ACCESS AGREEMENT

This Site Access Agreement (this “**Agreement**”) is executed by **Chicago SMSA Limited Partnership d/b/a Verizon Wireless** (the “**Licensee**”), with a business address of 180 Washington Valley Road, Bedminster, NJ 07921, and **the Village of Round Lake** (the “**Licensor**”) whose mailing address is 442 N. Cedar Lake Road, Round Lake, Illinois 60073.

BACKGROUND

As part of Licensee’s consideration of real property (the “**Property**”) located at 433 Wilson Road, Round Lake, Lake County, Illinois, as more fully described in Exhibit “A”, attached, for the placement, maintenance and use of a communications facility and appurtenant uses, the Licensor has agreed to grant to Licensee and other persons described herein, a license, to enter upon the Property to conduct activities to help Licensee assess the suitability of the Property for its intended use. These activities may include, among other things, environmental inspection, testing and sampling activities (“**Site Investigations**”) at the Property.

The purpose of this Agreement is to enter into a site access license governing the Site Investigations that may be conducted by Licensee’s authorized agents, contractors, consultants and employees.

Licensee and Licensor agree as follows:

1. **Authority to Grant a License.** Licensor represents that it has the authority to grant the access allowed by this Agreement and that there is no need to obtain the approval or consent of any other party. The Licensor hereby grants a license to Licensee to conduct the Site Investigation.
2. **Access to Property and Licensor’s Consent.** Licensor grants to Licensee and its agents, advisors, employees, consultants, representatives, and independent contractors, including environmental contractors and consultants hired directly or indirectly by Licensee (collectively, the “**Licensee Representatives**”), the right, but not the obligation, of ingress to, egress from, and access under, above, and through, the Property for the purpose of performing the Site Investigation. The Site Investigation may include, but is not necessarily limited to, activities intended to (1) review environmental, safety and health conditions;(2) conduct radio tests, including the placing of radio broadcast/receive equipment on the Property for necessary periods; (3) conduct physical, structural and geotechnical testing; and (4) perform boundary and other surveys. These activities may, among other things, include the collection and testing of samples of soil, water, building materials and other substances. Without limiting the generality of the foregoing, the Licensee Representatives may drill into the soil, drill through pavement, remove reasonable amounts of soil, install and sample monitoring wells, and perform other tests, actions, evaluations, procedures, and treatments to complete its investigations. The Licensee Representatives shall undertake all activities on the Property in compliance with all applicable laws and shall use commercially reasonable efforts to minimize the extent and duration of any interference with Licensor’s business operations on the Property. The cost of all such activities shall be the responsibility of Licensee (or the Licensee

Representatives as arranged between the Licensee Representative and the Licensee) and not Licensor.

3. **Advance Notice.** Licensee or Licensee Representatives shall give Licensor at least twenty four (24) hours advance written notice prior to Licensee or Licensee Representative entering the Property to perform the Site Investigations. Licensee and Licensee Representatives shall cooperate with Licensor to schedule the activities so as to minimize the extent and duration of any interference with Licensor's operations and any other parties or licensees located at the Property or neighboring landowners.

4. **Installation, Sampling, and Removal.** Licensor shall reasonably cooperate with the Licensee Representatives regarding all installation, monitoring, sampling, removal and related activities that Licensee Representatives desire to conduct on the Property. To the extent readily available, Licensor shall provide Licensee with any surveys, records or plans of utilities which may interfere or impact Licensee's performance of the Site Investigations. Licensor shall have no obligations whatsoever to obtain, acquire or pay for any new plans, surveys or the like to assist Licensee or Licensee Representatives in their investigation of the Property. Notwithstanding the foregoing, and so long as there is no cost to Licensor, Licensor shall cooperate in locating buried utilities and improvements on the Property at the request of Licensee Representative and shall assist the Licensee Representatives in avoiding impacts to such buried or concealed features. At the Licensor's specific request, Licensee Representatives shall use commercially reasonable efforts to schedule its activities to avoid times of peak business activity on the Property. Licensee shall provide to Licensor copies of all reports obtained under this Agreement, including, but not limited to, radio tests, boundary and other surveys, and environmental tests resulting from the Site Investigations. Licensor acknowledges that the Site Investigations, test results and/or reports, and records are performed for Licensee's specific purposes and cannot be relied on by Licensor in any way as being accurate or sufficient for any purpose. Licensor agrees and acknowledges that it is not authorized to share, provide, disseminate, present and/or make available the test results to any third party unless required by law. After completing the activities contemplated by this Agreement, Licensee or Licensee Representatives shall promptly remove their equipment and promptly restore any part of the Property that was affected by its activities to a condition that is reasonably similar to the condition of the Property at the time immediately preceding the commencement of said activities.

5. **Indemnification.** Licensee shall indemnify and hold harmless Licensor for any claim of liability or loss from personal injury or property damage resulting from or arising out of this Agreement and the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensee or Licensee representatives, except to the extent such claims or damages may be caused by the negligence or willful misconduct of Licensor, its employees, contractors or agents.

6. **Test Results.**

(a) Licensor understands and acknowledges that the environmental testing to be undertaken may create legal duties applicable to Licensor if conditions of pollution are discovered and that except to the extent required by law, neither Licensee nor Licensee Representatives have an obligation to report any test results or conditions to any party as a result of this Agreement. Licensee and Licensee

Representatives will provide copies of test results to Licensor unless Licensor specifically requests, in writing, prior to the start of testing, not to receive the test results from Licensee's review. Licensor acknowledges that these tests are performed for Licensee's specific purposes and cannot be relied on by Licensor in any way as being accurate or sufficient for any purposes.

(b) In certain cases test results regarding the environmental conditions of the property may result in a reporting obligation specific to Licensee or Licensee Representatives. In any of those cases, Licensee or Licensee Representative shall, if reasonably possible, notify Licensor at least twenty four (24) hours prior to making the notification but in any case within seventy two (72) hours after making the notification to the appropriate agency. Licensor agrees that Licensee and Licensee Representatives bear no responsibility for the costs resulting from that reporting and that Licensee shall not become responsible for any pre-existing environmental conditions that it discovers during the Site Investigation.

(c) Licensor acknowledges and agrees that any samples that are taken during the activities undertaken pursuant to this Agreement and any investigation-derived media (i.e., drill cuttings, well purge water) generated by the investigation may require off-site disposal based upon test results. Licensor agrees to execute all properly completed waste manifests or other documents required for proper disposal of test results. Licensor's obligation to sign any properly completed waste manifests or other documents required for proper disposal survives this Agreement so long as those items that require disposal were generated pursuant to this Agreement. The cost of off-site disposal of media will be paid for by Licensee or the appropriate Licensee Representative, not Licensor.

(d) Licensee may use the results of the Site Investigation as it deems appropriate and may share the results with third parties, including, but not necessarily limited to attorneys, consultants, contractors, employees and regulators.

7. **Termination.** This Agreement shall terminate automatically on the earlier of: (1) execution of a lease agreement for any part of the Property between Licensee and Licensor, or (2) a decision by Licensee that the site is unsuitable or (3) March 31, 2017.

8. **Waiver; Modification; Severability.** An extension, amendment, modification, cancellation, or termination of this Agreement will be valid and effective only if it is in writing and signed by each party to this Agreement, except as provided otherwise in this Agreement. In addition, a waiver of any duty, obligation, or responsibility of a party under this Agreement will be valid and effective only if it is evidenced by a writing signed by, or on behalf of, the party against whom the waiver or discharge is sought to be enforced. Whenever possible, each provision of this Agreement should be construed and interpreted so that it is valid and enforceable under applicable law. However, if a provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of the other provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.

9. **Assignment; Third Party Beneficiaries.** Neither the entry of this Agreement or any action taken by Licensee hereunder shall create any third party beneficiary or third party beneficiary rights. This Agreement is not assignable by either Party.

10. **Legal Matters.** The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State where the Property is located and the federal laws of the United States of America. Any litigation arising out of this Agreement will be brought in the Circuit Court where the Property is located and both Licensor and Licensee agree to submit to person and subject matter jurisdiction in that Court. In any lawsuit under the terms of this Agreement the prevailing party, as determined by the court, shall be owed reasonable attorney's fees and court costs from the non-prevailing party.

11. **Notices.** Notices under this Agreement will be valid only if such notice is in writing, delivered personally or by e-mail, telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to the intended recipient at its address set forth in the first paragraph of this Agreement, or to such other address or addresses as the intended recipient may designate by notice given to the sender in accordance with this section. A validly given notice, consent, demand, request, or approval will be effective on the earlier of its receipt, if delivered personally or by commercial courier, or the third day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid, United States mail. Each party promptly shall notify the other in writing of any change in its mailing address stated in this Agreement.

12. **Complete Agreement; Survival.** This Agreement records the entire understanding between the parties regarding the subjects addressed in it and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by either of them.

13. **Execution and Effectiveness.** The parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective upon the last signatory's delivery of the fully executed document to the other party, and the last signatory shall fill in the EXECUTED date below prior to such delivery.

14. **Adequate Insurance.** Licensee and Licensee Representatives shall provide to Licensor certificates of insurance prior to entering the Property in such amounts and in such types of Licensor reasonably deems necessary.

15. **No Liens.** Licensee and Licensee Representatives shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance or charge caused by it or levied on account of any mechanic's, laborer's or materialman's lien, or otherwise (collectively, a "Lien") which becomes a lien, encumbrance or charge upon the Property. Notwithstanding, if a lien is placed on the Property then it shall be the duty of Licensee to take immediate and diligent action to remove the Lien. If Licensee fails to do the same then Licensor may remove the Lien and Licensee shall be liable for all expenses incurred by Licensor in such action.

16. **No Permits or Licenses.** The execution of this Agreement does constitute Licensor's issuance of building permits and other permits or licenses required by Licensee and Licensee Representatives.
17. **Non-Exlucisive Access.** Nothing in this Agreement shall prohibit the Licensor, its agents and contractors, from access to the Property.
18. **No Recording.** This Agreement shall not be recorded in any form by Licensor, Licensee or Licensee Representatives or any agents thereof.

EXECUTED: _____, 2016.

LICENSOR:

Village of Round Lake

By: _____

Print Name: _____

Title: _____

Date: _____

LICENSEE:

**Chicago SMSA Limited Partnership d/b/a
Verizon Wireless**

By: Cellco Partnership, its general partner

By: _____

Print Name: _____

Title: _____

Date: _____

The undersigned "Licensee Representative" has reviewed this Agreement and hereby agrees to comply with all obligations pertaining to, and imposed on, Licensee Representatives contained herein.

Agreed to and accepted by:

EBI Consulting

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

THE VILLAGE OF ROUND LAKE BY FEE SIMPLE DEED FROM CHICAGO TITLE LAND TRUST COMPANY, UNDER PROVISIONS OF A DEED OR DEEDS IN TRUST, DULY RECORDED AND DELIVERED TO SAID COMPANY IN PURSUANCE OF A TRUST AGREEMENT DATED THE 1ST DAY OF MAY, 1970, AND KNOWN AS TRUST NUMBER 55158 AS SET FORTH IN DOC # 6030676 DATED 06/26/2006 AND RECORDED 07/20/2006, LAKE COUNTY RECORDS, STATE OF ILLINOIS.

Parcel ID No. (05-25-100-023)



VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: WATER TOWER LEASE AGREEMENT

Agenda Item No. COTW

Executive Summary:

The attached draft Water Tower Lease Agreement is for a vendor that would like to install a cellular antenna on a Village-owned water storage tank located at 433 Wilson Road.

Recommended Action:

For review, discussion, and providing staff additional guidance, if necessary.

Committee: -	Meeting Date: December 19, 2016																																										
Lead Department: Administration	Presenter: Steven J. Shields, Village Administrator																																										
Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Account(s)</th> <th style="width: 20%;">Budget</th> <th style="width: 45%;">Expenditure</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td>Y-T-D Actual</td><td> </td><td> </td></tr> <tr><td>Amount Encumbered</td><td> </td><td> </td></tr> <tr><td>Item Requested</td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td>-</td> <td> </td> </tr> <tr> <td style="text-align: right;">Over</td> <td>-</td> <td> </td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure				Y-T-D Actual			Amount Encumbered			Item Requested																		Total:	\$0.00	\$0.00	Request is over/under budget:			Under	-		Over	-	
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Total:	\$0.00	\$0.00																																									
Request is over/under budget:																																											
Under	-																																										
Over	-																																										
If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.																																											

Resolution 2016-R-___

A Resolution Authorizing Execution of a Water Tower Lease Agreement

WHEREAS, Chicago SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon”) approached the Village of Round Lake (“Village”) requesting an agreement to install radio communications equipment (“Cell Tower”) on the existing water tower located at 433 Wilson Road, Round Lake, Illinois (“Property”); and

WHEREAS, pursuant to its powers authorized under the Illinois Municipal Code, including those found in 65 ILCS 11-76-1, the Village desires to enter into a Lease Agreement with Verizon; and

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Round Lake as follows:

SECTION ONE: The above recitals are incorporated as if fully set forth in this section.

SECTION TWO: The Water Tower Lease Agreement, attached as Exhibit A, is hereby approved.

SECTION THREE: The Village President or Village Administrator, or his designee, is authorized to make changes to the form and the substance of the Water Tower Lease Agreement prior to executing the same provided, in his judgment, that any subsequent changes do not materially alter the obligations of the Village.

SECTION FOUR: The Village President or Village Administrator is authorized to execute the Water Tower Lease Agreement and he and his designees are authorized to execute all documents and take all actions necessary to carry out the purpose of this Resolution.

SECTION FIVE: This Resolution shall be in full force and effect from and after its passage.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:
APPROVED:
AYES:
NAYS:
ABSENT:

Exhibit A
Water Tower Lease Agreement with Verizon Wireless

WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement (the "**Agreement**") made this ___ day of December, 2016, between the Village of Round Lake, with its principal offices located at 442 N. Cedar Lake Road, Round Lake, IL 60073, hereinafter designated **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 (telephone number 866-862-4404), hereinafter designated **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.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("**Use**") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 433 Wilson Road, Round Lake, Lake County, Illinois (the "**Property**"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises shall include a certain portion of space (the "**Tower Space**") on LESSOR's existing water tower (the "**Tower**") located at the Property; together with approximately 450 square feet of land space as (the "**Land Space**") as are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "C" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

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 10 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "**Commencement Date**" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

3. **EXTENSIONS.** This Agreement shall automatically be extended for three (3) additional five (5) year terms unless Lessee or Lessor terminates it at the end of the then current term by giving the other party 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 \$24,600.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at Round Lake Village Hall, 442 N. Cedar Lake Road, Round Lake, IL 60073, Attn: Steve Shields, Village Administrator, 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 20 below. During the initial term and all extension terms rent shall increase annually on each anniversary of the Commencement Date by an amount equal to two percent (2%) of the annual rent due for the immediately preceding lease year. 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). LESSOR agrees to provide LESSEE with a completed, current version of Internal Revenue Service Form W-9, or equivalent. For any successor party to LESSOR whom rental payments are to be made they shall 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; and (iii) 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). LESSOR shall, at all times during the Term, provide electrical service [TENANT SHALL CHANGE TO INPUT FIBER OPTIC ACCESS AT THE SITE] within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. In the event no such sub-meter is installed then LESSEE shall reimburse LESSOR for the Estimated Electric Expense; where the "**Estimated Electric Expense**" shall be the difference between (**X**) the current month's electric bill and (**Y**) the average electric bill for the Property for the two years immediately preceding the Commencement Date for that particular month. All invoices for power consumption not directly billed to LESSEE shall be sent by LESSOR to LESSEE at M/S 3846, P.O. Box 2375, Spokane, WA 99210 or via email at livebills@ecova.com, provided the same may be changed by notice as provided in Paragraph 20 below and shall be paid by LESSEE within forty-five (45) days of receipt thereof. LESSEE shall be permitted at any time during the Term, 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.

5. ACCESS. 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 over or along a 20 foot wide right-of-way ("**Access Easement**"), which shall be depicted on Exhibit "B". LESSEE shall also have the non-exclusive right to use an additional 10 foot wide right-of-way ("**Utility Easement**") , as identified on Exhibit "B", for the installation, operation and maintenance of wires, cables, conduits and

pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be approved by LESSOR in advance, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, the Premises shall also include an additional 8 foot wide right-of-way (“**Coax Easement**”), as identified on Exhibit “B”, over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes along with such additional space sufficient for LESSEE’s radio frequency signage and/or barricades as are necessary to ensure LESSEE’s compliance with Laws (as defined in Paragraph 27).

The parties acknowledge that a portion of the Access Easement is located on adjacent property (“**Access Easement Parcel**”) owned by Garden 6 Joint Venture (“**Garden 6**”). LESSOR maintains the right to use said Access Easement Parcel pursuant to the Plat of Dedication dated May 19, 1998 and recorded on July 13, 1998 as Document No. 4165615. The Parties further acknowledge and agree that a portion of the Utility Easement is located on adjacent property (“**Utility Easement Parcel**”) owned by Dearborn Constructions and Development, Ltd. (“**Dearborn**”), and LESSEE’s use of said portion of the Utility Easement Parcel requires a separate easement agreement with Dearborn. LESSOR agrees to reasonably cooperate with LESSEE in obtaining such easement agreement from Dearborn.

6. CONDITION OF PROPERTY. LESSEE shall accept the property in its “as-is” condition having already performed an inspection of the same.

7. IMPROVEMENTS. The communications equipment including, without limitation, the antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE’s sole and exclusive expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSOR agrees that its execution of this Agreement shall signify its approval of the initial equipment installation as identified on Exhibit C, attached hereto and incorporated herein, with no further approval required prior to LESSEE’s installation of the same. Notwithstanding anything in this Paragraph to the contrary, prior to LESSEE beginning any subsequent construction or installation, LESSEE’s plans for the construction and installation must be approved by LESSOR. LESSOR shall review such plans within twenty (20) working days after receipt thereof, and in the event that LESSOR does not provide approval or request changes to such plans within said 20-day period, LESSOR’s approval shall be deemed given. Notwithstanding the foregoing, LESSEE shall be permitted to make “like for like” replacements of its approved equipment provided that such replacements do not increase the tower loading.

8. 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 soil boring test, environmental studies, structural analysis or any other due diligence LESSEE chooses that will permit LESSEE’s Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE’s Use; provided, however, LESSOR shall not be required to expend any money in cooperating with LESSEE’s efforts in obtaining such Governmental Approvals and this Agreement does not constitute LESSOR’s approval of such Governmental Approvals obtained by LESSOR.

9. 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 (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal 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. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. 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.

11. INSURANCE.

a. LESSEE agrees to maintain commercial general liability insurance with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. LESSEE shall include LESSOR as an additional insured.

b. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or 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. Notwithstanding the foregoing, nothing contained herein to the contrary shall limit the lawful application of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10).

13. 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 Operations Center (at (800) 852-2671/(800) 621-2622) or to LESSOR (at Village of Round Lake Public Works Department, 847-546-0962), 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.

14. REMOVAL AT END OF TERM. Upon expiration or within 60 days of earlier termination, LESSEE shall remove all of LESSEE's equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted, provided any structural restorations of the Tower shall be performed by LESSOR, and LESSEE shall reimburse LESSOR for the actual and reasonable cost of such restoration within forty-five (45) days after receipt of an invoice therefore. 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; provided the removal of equipment does not take longer than sixty (60) days after the end of the Term. If removal of equipment takes longer than sixty (60) days after the end of the Term, LESSEE shall pay the Holdover Rental outlined in Paragraph 15. LESSEE's removal of equipment shall not endanger the structural integrity of the Tower as determined by the LESSOR in LESSOR's reasonable and sole discretion. Notwithstanding anything in this Agreement to the contrary, if LESSEE fails to restore the Premises to its original condition as outlined in this Paragraph 14, then LESSOR shall restore the Premises and LESSEE shall reimburse LESSOR for the actual and reasonable expenses within forty-five (45) days of an invoice for the same.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at 150% of the then existing monthly rate, pro-rated for partial months, until the removal of the communications equipment is completed rental.

16. INTENTIONALLY OMITTED

17. 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 and assume all obligations of LESSOR under this Agreement.

18. 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; provided, however, that this covenant shall not inhibit or restrict LESSOR's access to portions of the Premises located outside of LESSEE's fenced land space for LESSOR's maintenance and repairs to the Tower and Property. 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. To the best of LESSOR's knowledge there are no liens, judgments, covenants, easements, restrictions or other impediments of title that would adversely affect LESSEE's use as contemplated in this Agreement.

19. 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. 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. LESSEE may sublet the Premises in LESSEE's sole discretion; provided any sublease shall not excuse LESSEE from being jointly and severally liable with the sublessee for all the obligations and responsibilities of LESSEE under this Agreement.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, 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 Round Lake
442 N. Cedar Lake Road
Round Lake, IL 60073
Attention: Village Administrator

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

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

21. 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. 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 Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in a form reasonably satisfactory to LESSEE, and containing the terms described below (the "**Non-Disturbance 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 Property, 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 Property 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.

22. 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) 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 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, where the default is not cause by interference which can be remedied pursuant to Paragraph 13, the non-defaulting Party may terminate this Agreement and the provisions of Paragraph 14 regarding removal of equipment shall apply. 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; and, the costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. 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 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.

24. 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 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. LESSEE shall not be responsible for any environmental condition that existed on the effective date of this Agreement or that otherwise occurs due to no fault of the LESSEE.

25. 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; provided that such fire or casualty is not caused by LESSEE or LESSEE's communication equipment. If LESSEE's Use is not restored within 45 days after a fire or casualty that is not caused by LESSEE, LESSEE may terminate this Agreement.

26. 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.

27. 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).

28. TAXES.

(a). LESSOR shall invoice LESSEE and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on LESSEE and required to be collected by LESSOR based on any service, rental space, or equipment provided by LESSOR to LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on LESSEE and required to be paid by LESSEE that are directly attributable to LESSEE's equipment or LESSEE's use and occupancy of the Premises. LESSEE shall be responsible for all real estate taxes on the Property which are attributable to this Agreement or to LESSEE's use of the Premises or Property. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay, or cause to be paid, all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity, provided that such taxes, fees, assessments or other charges are not attributable to this Agreement or to LESSEE's use of the Premises or Property.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is

wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree 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.

30. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment; provided LESSEE shall give LESSOR twenty four (24) hours written notice prior to any LESSEE accessing the Tower, except in the event of an emergency, in which case, LESSEE shall notify LESSOR as soon as reasonably possible thereafter. Further, it is understood that LESSOR has furnished to LESSEE necessary means of access for the purpose of ingress and egress to this site and Tower location by way of the easements described herein. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

31. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same. Through out the Term of this Agreement, if LESSEE obtains or acquires any structural reports of the Tower or of its Communication Equipment, it shall provide a copy of the same to LESSOR.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "**Temporary Relocation**," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation;
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR; and
- f. In the case of an emergency, LESSOR may immediately remove LESSEE's equipment to the Temporary Relocation and shall be responsible for the costs of relocating the same. Further, LESSEE recognizes that in such emergencies LESSEE's Use at the Premises may be interrupted or diminished but such interruptions and diminishment shall not be a Default under this Agreement. Notwithstanding the foregoing, in the event that such emergency will reasonably result in the interruption or diminution of LESSEE's use for more than three (3) days, LESSEE shall have the right to terminate this Agreement.

32. INTENTIONALLY OMITTED.

33. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either LESSOR or 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. In any lawsuit under the terms of this Agreement the prevailing party, as determined by the court, shall be owed attorneys fees and court costs from the non-prevailing party. 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 Water Tower Lease 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.

34. NO LIENS. LESSEE shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance or charge caused by it or levied on account of any mechanic's,

laborer's or materialman's lien, or otherwise (collectively, a "Lien") which becomes a lien, encumbrance or charge upon the Property. Notwithstanding, if a lien is placed on the Property then it shall be the duty of LESSEE to take immediate and diligent action to remove the Lien within thirty (30) days after receipt of written notice from LESSOR. If LESSEE fails to do the same then LESSOR may remove the Lien and LESSEE shall be liable for all actual and reasonable expenses incurred by LESSOR in such action, such expenses to be reimbursed by LESSEE within forty-five (45) days after receipt of an invoice for the same from LESSOR. For the sake of clarification, a Lien shall not include a Memorandum of Water Tower Lease executed between LESSOR and LESSEE.

35. NO SIGNS. LESSEE may not install any sign on the Premises without LESSOR's prior approval, such approval may be withheld at LESSOR's sole discretion.

36. INVALIDITY OF CERTAIN PROVISIONS. In any term or provision of this Agreement to any extent shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

37. ESTOPPEL CERTIFICATE. LESSEE shall execute within sixty (60) days of being sent by LESSOR, an estoppels certificate acknowledging, amongst other things: (a) this Agreement is in full force and effect and has not been modified except as represented by LESSOR; (b) there are no uncured defaults in LESSOR's performance hereunder; and (c) not more than one month's rental has been paid in advance. LESSEE agrees that such estoppel certificates may be relied on by anyone holding or proposing to acquire an interest in the Property from or through LESSOR or by any Lender. CHANGE TO TWO MONTHS

38. NO BROKER. LESSOR AND LESSEE both covenant and agree that no broker, finder or other person have been used in this transaction and that both Parties shall hold harmless and indemnify the other from any claim of any broker under this Agreement.

39. NO ACCORD AND SATISFACTION. No payment by LESSEE, or receipt by LESSOR, of a lesser amount than the rental or other payment due by LESSEE, nor shall any endorsement or statement on any check, or letter accompanying any check or payment, be deemed an accord and satisfaction.

40. RELATIONSHIP. Nothing contained in this Agreement shall be deemed to create or construed by the Parties or any third party to have created the relationship of principal and agent, of partnership, of joint venture, or any association between LESSOR and LESSEE other than tenant and landlord.

41. CONFLICT OF INTEREST. LESSEE represents and certifies that, to the best of its knowledge, (1) no Village of Round Lake employee or agent is interested in the business of LESSEE or this Agreement; (2) as of the date of this Agreement neither LESSEE nor any person employed or associated with LESSEE has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither LESSEE nor any person employed by or associated with LESSEE shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

42. NO COLLUSION. LESSEE represents and certifies that (1) LESSEE is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless LESSEE is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/11-42.1-1 et seq.; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; and (2) this AGREEMENT is made without collusion with any other person, firm, or corporation.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

The Village of Round Lake,
an Illinois unit of local government

By: _____

Name: Steven J. Shields

Its: Village Administrator

Date: _____

WITNESS

LESSEE:

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless

By: Cellco Partnership, its General Partner

By: _____

Name: _____

Its: _____

Date: _____

WITNESS

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"
SITE PLAN OF THE PREMISES

EXHIBIT "C"
DESCRIPTION OF LESSEE'S EQUIPMENT