CLERK'S CERTIFICATE

I, PATRICK REA, the duly elected, qualified and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. 2015-O-031

AN ORDINANCE APPROVING CELL TOWER ANTENNA SITE AGREEMENT
SBA STEEL LLC – 6640 W. 167TH STREET – POST 1 LIFT STATION

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 4th day of August, 2015, at which meeting a quorum was present, and approved by the Acting President of the Village of Tinley Park on the 4th day of August, 2015.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker, Brady

NAYS: None

ABSENT: None

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 4th day of August, 2015.

[Signature]
Village Clerk
ORDINANCE NO. 2015-O-031

AN ORDINANCE APPROVING CELL TOWER ANTENNA SITE AGREEMENT
SBA STEEL LLC – 6640 W. 167TH STREET – POST 1 LIFT STATION

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a certain Antenna Site Agreement (the “Agreement”) between the Village of Tinley Park and SBA Steel, LLC, a true and correct copy of which is attached hereto and made a part hereof as Exhibit 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park.

NOW, THEREFORE, BE IT ORDAINED by the Acting President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

SECTION 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Ordinance as fully as if completely repeated at length herein.

SECTION 2: That this Acting President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents that the aforesaid Agreement be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as Exhibit 1.

SECTION 3: That the Acting President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

SECTION 4: That this Ordinance shall take effect from and after its passage and approval.

PASSED this 4th day of August, 2015, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker, Brady

NAYS: None

ABSENT: None

APPROVED this 4th day of August, 2015, by the Acting President of the Village of Tinley Park.

Village President

ATTEST

Village Clerk
1. Premises and Use. SBA STEEL, LLC, a Florida limited liability company ("Owner") leases to VILLAGE OF TINLEY PARK, an Illinois municipal corporation ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant’s base station equipment consisting of approximately N/A square feet; and space required for Tenant’s cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner’s other tenants.

2. Term. The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless Tenant provides notice to Owner of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. COMMENCEMENT DATE: The earlier of the date Tenant begins installation of its Equipment at the Site or October 1, 2015.

3. Rent. Beginning on the Commencement Date rent will be paid in equal monthly installments of One Thousand and no/100 Dollars ($1,000.00) ("Rent"), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 5% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that Rent shall be subject to change at the discretion of Owner if this lease is not executed by Tenant and returned to Owner by September 30, 2015.

3a. Installation Management. In addition to the above stated rent, Tenant shall pay a one-time installation management fee ("Installation Fee") to Owner, in the amount of Two Thousand and no/100 Dollars ($2,000.00). The Installation Fee shall be paid to Owner with the first rent payment due under this Antenna Site Agreement. Owner and Tenant acknowledge and agree that the Installation Fee represents payment for Owner’s time and expense to inspect and approve Tenant’s installation as well as to ensure all installation standards of the Site have been complied with by Tenant. Owner agrees to provide Tenant with written approval within ten business days of completion of installation by Tenant. The cost of the installation itself and payment to any contractor(s) performing the installation is the sole responsibility of Tenant.


5. Title and Quiet Possession. Owner represents and agrees (a) that it is in possession of the Site as lessee under a ground lease ("Ground Lease"); (b) that if applicable, upon request from Tenant, Owner will provide Tenant a copy of the Ground Lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner’s right to possession of the Site under the Ground Lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Ground Lease. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant’s sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability.

6. Assignment/Subletting. Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner’s prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not

Tenant Initials: __________ Owner Initials: __________
sublease this Agreement. In no event will Tenant be relieved of any obligations or liability hereunder.

7. **Access and Security.** Tenant will have the reasonable right of access to the Tower where its Equipment is located; provided that Tenant must give Owner forty-eight (48) hours' prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant’s entry onto the Site.

8. **Notices.** All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477-1628
Attn: Village Manager

Owner: SBA Steel, LLC
8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307
Attn: Site Administration
RE: IL46494-A-03/ N. Tinley

Rental Payments to:
SBA Steel, LLC P.O. Box
933756
Atlanta, GA 31193-3756
Attn: Accounts Receivable
RE: IL46494-A-03/ N. Tinley

9. **Installation and Improvements.** Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner’s approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant’s Equipment on the Tower will be at Tenant’s sole expense and performed by Tenant or contractor(s) selected by Tenant and approved by Owner. All installations, operation and maintenance of Equipment must be in accordance with Owner’s policies set forth in Exhibit D. Upon completion of installation of any Equipment on the Site, Owner reserves the right to inspect and reasonably approve all installation work, and may prohibit the operation of any Equipment if reasonably deemed to be improperly installed, unsafe or not included in the installation design plan. Owner agrees that Tenant may install, at Tenant’s sole cost and expense as required for Tenant’s Equipment, a backup generator to provide backup power in the event of a power outage at the Site. Owner agrees to cooperate with Tenant’s reasonable requests, at Tenant’s expense, with respect to obtaining any required zoning approvals for the Site and any improvements. In the event an interruption occurs at the Site due to installations or improvements caused by other tenants lasting more than 24 consecutive hours, Owner shall notify Tenant as soon as reasonably possible. Within sixty (60) days after termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as specified in the preceding sentence, Tenant’s Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant’s Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to one hundred fifty percent (150%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand one hundred fifty percent (150%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant.

Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency. In addition, in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities, Owner shall contact Tenant to provide a reasonably acceptable scheduling time in order to minimize or if possible to eliminate any disruption to Tenant’s transmitting activities.

Tenant Initials: ___ Owner Initials: ___

August 4, 2015
10. Compliance with Laws. Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. Insurance. Tenant will procure and maintain a public liability policy, with limits of not less than $1,000,000 for bodily injury, $1,000,000 for property damage, $2,000,000 aggregate, which minimum Owner may require adjusting at each renewal term, with a certificate of insurance to be furnished to Owner within thirty (30) days of execution of this Agreement and prior to performing any work. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Owner. Owner will cause Owner to be named as an additional insured on such policy. Tenant may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. Tenant shall provide to Owner a copy of certificates of policies of insurance or evidence of self-insurance, upon Tenant's execution of this Agreement, and from time to time, if requested by Owner. In the event the Tenant assigns this Agreement as permitted hereunder, elects to no longer self-insure or no longer maintains the levels of self-insurance required by this Agreement, Tenant or the assignee, as applicable, shall be obligated to obtain and maintain the required insurance policies listed above. In the event Tenant elects to self-insure its obligations under this Agreement, Owner shall be included as an additional insured hereunder, and the following conditions apply: (i) Owner shall give Tenant written notice as soon as practicable of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like, provided however, failure to give such notice will affect the obligations of the Tenant hereunder only to the extent that the Tenant is actually and materially prejudiced thereby; (ii) neither Owner nor Tenant shall settle any such claim, demand, lawsuit, or the like without the prior written consent of the other party, such consent not to be unreasonably withheld; and (iii) both Owner and Tenant agree to fully cooperate with the other in the defense of the claim, demand, lawsuit, or the like.

12. Interference. Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which is caused by Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within

Tenant Initials:______ Owner Initials:______
sixty (60) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. Utilities. Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the serving utility. Temporary interruption in the power provided by the facilities will not relieve either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. Relocation Right. If determined necessary by Owner to relocate the tower, Owner will have the right to relocate the telecommunications facility of Tenant, or any part thereof, to an alternate tower location (“Relocation Site”) on Owner's property; provided, however, that such relocation will (i) be at Owner's sole cost and expense, (ii) not unreasonably result in any interruption of the communications service provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property. Owner will exercise its relocation right by delivering written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at Owner's expense to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Owner, and such survey will then supplement Exhibit A and become a part hereof. In the event Owner has to relocate the tower, Owner shall use best efforts to provide a temporary facility for Tenant's use until Tenant's equipment is relocated on the Relocation Site.

15. Termination by Tenant. Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

16. Default. If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of five percent (5%) per year, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. Taxes. Tenant is currently tax exempt. In the event Tenant's tax exempt status changes or this Agreement is assigned or transferred in accordance with Paragraph 6, then this paragraph shall be deemed applicable. Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand.

18. Indemnity. Solely to the extent permitted by law, Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs...
including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. Except for its own acts of negligence or intentional misconduct, Owner and Tenant will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or any performance of unsatisfactory communications experienced by the other party for any reason whatsoever.

19. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

20. Liens. Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

21. Casualty or Condemnation. In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to suggest an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within forty five (45) days after the damage or destruction, after giving Tenant thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused by Owner's intentional misconduct or negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

22. Confidentiality. While the Tenant is the Village of Tinley Park and is required to comply with disclosure laws, rules and regulations, this paragraph shall be deemed void. If this Agreement is assigned or transferred as permitted herein, the assignee or transferee shall be subject to the provisions contained in this paragraph. Except as otherwise required by the public records and public meetings laws, Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying Ground Lease. Doing so shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement.

23. Bankruptcy and Insolvency. Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

24. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) if requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, particularly related but not limited to Tenant's equipment rights on the tower and/or at the Site. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the Tenant:  

Owner: 

Tenant Initials:  

Owner Initials: 

SBA
non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation.

The following Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), "C" (Memorandum of Antenna Site Agreement) and "D" (Minimum Installation, Occupancy...).
TENANT: VILLAGE OF TINLEY PARK

By: 
Title: Mayor
Date: August 4, 2015
Witness:

TENANT NOTARY BLOCK:

STATE OF ILLINOIS

The foregoing instrument was acknowledged before me this 4th day of August, 2015, by David S. Seaman, a representative of VILLAGE OF TINLEY PARK, a municipality, who is personally known to me or produced as identification.

Heidi R. Twomey
(Official Notary Signature)
Notary Public—State of Illinois

My commission expires:

7/3/15

OWNER: SBA STEEL, LLC, a Florida limited liability company

By: Alyssa Houlihan
Title: Vice President, Site Leasing
Date: 8-11-15
Witness:

OWNER NOTARY BLOCK:

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 11th day of August, 2015, by Alyssa Houlihan, Vice President, Site Leasing of SBA STEEL, LLC, a Florida limited liability company who is personally known to me.

Liane A. Montesino
(Official Notary Signature)
Notary Public—State of Florida

My commission expires:

September 11, 2016
EXHIBIT A
SITE DESCRIPTION

Site located at: 6640 W. 167 St., situated in the City of Tinley Park, County of Cook, State of Illinois, 60477

Legal Description:

PROPERTY LEGAL DESCRIPTION
THE WEST 220.00 FEET OF THE EAST 444.34 FEET OF THE NORTH 100.00 FEET OF THE SOUTH 415.00 FEET AND THE EAST 444.34 FEET OF THE SOUTH 313.00 FEET EXCEPTING THE NORTH 87.30 FEET OF THE SOUTH 283.00 FEET OF THE EAST 152.15 FEET THEREOF, IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NEXT EL LEASE AREA LEGAL DESCRIPTION
THAT PART OF THE WEST 220.00 FEET OF THE EAST 444.34 FEET OF THE NORTH 100.00 FEET OF THE SOUTH 415.00 FEET AND THE EAST 444.34 FEET OF THE SOUTH 313.00 FEET EXCEPTING THE NORTH 87.30 FEET OF THE SOUTH 283.00 FEET OF THE EAST 152.15 FEET THEREOF, IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL Meridian, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 215.70 FEET WITH THE WEST RIGHT-OF-WAY LINE OF 88TH AVENUE; THENCE SOUTH 01 DEGREES 43 MINUTES 48 SECONDS EAST 51.00 FEET, ALONG SAID WEST RIGHT-OF-WAY LINE OF 88TH AVENUE; THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST 78.23 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 25 MINUTES 43 SECONDS EAST 5.00 FEET; THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST 21.00 FEET; THENCE NORTH 01 DEGREES 25 MINUTES 43 SECONDS WEST 35.00 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 17 SECONDS EAST 21.00 FEET; THENCE SOUTH 01 DEGREES 25 MINUTES 43 SECONDS EAST 36.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, CONTAINING 735.00 SQUARE FEET, MORE OR LESS.

Latitude: 41° 35' 18.10"  longitude: -87° 46' 49.20"

Other - ANTSITE 3-5-10
July 29, 2015

Tenant Initials: ___ Owner Initials: ___ SBA
EXHIBIT B
ANTENNA AND EQUIPMENT LIST

Equipment must be installed, routed and stacked pursuant to Owner provided structural analysis.

Antennas:

Quantity: Two (2) Total
Type: One (1)
Manufacturer: UHF
Model: Laird Technologies
Dimensions/ Weight: FG4505 Omni
Mounting: 76" x 2.5"/ 4 lbs.
Base of the antenna:
Centerline of the antenna: 80-70'4
Tip of the antenna: 93'9
Orientation: 96.3'
Downtilt: (1) @ East; (1) @ South
Mount Type: Per the structural analysis

Cable:
Number of Lines: Two (2)
Type/ Size: 7/8"

Dishes:

Quantity: One (1)
Manufacturer: Radiowave
Model: GS-3SF-0548P 70
Dimensions/ Weight: 3'/ 50 lbs.
Orientation: 220
Mount: @ approx.93'
Type Mount: Per the structural analysis

Cable:
Number of Lines: One (1)
Type/ Size: LMR600 / ½"

Tower Mounted Amplifiers (TMAs):

N/A

Ground Space Requirements:

N/A – Covered under separate agreement with ground Owner

GPS Receivers:

N/A

Transmitters:

N/A

Transmitter Cabinets:

N/A

Frequencies:

Transmit: 462.000 MHz (MW): 17815,898 MHz
Receive: 153.820, 467.000 MHz (MW): 19375,906 MHz

ERP:

12.1dBm gain

Transmitter Operating Power:

2.5 watts

Generator:

N/A
EXHIBIT C

MEMORANDUM OF ANTENNA SITE AGREEMENT
NOT FOR EXECUTION

After recording return to:

STATE OF ILLINOIS
COUNTY OF COOK

MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated __________ , 2015, between SBA STEEL, LLC, a Florida limited liability company “Owner” and VILLAGE OF TINLEY PARK, a __________ “Tenant”, the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant antenna tower a ground space which is described in Exhibit A attached hereto at that certain site “Site” located at 6640 W. 167 St., situated in the City of Tinley Park, County of Cook, State of Illinois, 60477 within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on October 1, 2015, which term is subject to four (4) additional five (5) year extension periods by Tenant.

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

TENNANT: VILLAGE OF TINLEY PARK

By: __________________________
Title: __________________________
Print Name: ____________________
Tax No: TAX EXEMPT
Address: 16250 S. Oak Park Avenue
Tinley Park, IL 60477-1628
Date: __________________________

Witness: _________________________

Witness: _________________________

Other - ANTSITE 3-5-10
July 29, 2015
Tenant Initials: _______ Owner Initials: _______
MEMORANDUM OF ANTENNA SITE AGREEMENT CONTINUED

TENANT NOTARY BLOCK:

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this _____ day of ___________, 2015, by ___________________________, a representative of VILLAGE OF TINLEY PARK, a __________________, who is personally known to me or produced _______________________ as identification.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF

My commission expires:

__________________________

(NAME OF NOTARY)

COMMISSION NUMBER:

OWNER: SBA STEEL, LLC, a Florida limited liability company

By: Alyssa Houlihan

Title: Vice President, Site Leasing

Date: ______________________

Witness: ______________________

OWNER NOTARY BLOCK:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of ___________, 2015, by Alyssa Houlihan, Vice President, Site Leasing of SBA STEEL, LLC, a Florida limited liability company who is personally known to me.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF FLORIDA

My commission expires:

__________________________

(NAME OF NOTARY)

COMMISSION NUMBER:

__________________________
EXHIBIT D
MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

Pre-Installation Standards

1. **Prior to installation**, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the installation begins. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

Installation

2. (a) The following minimum protective devices must be properly installed:
   (1) Lightning arrestors in feedline at wall feedthru ports (SBA multi-tenant buildings). (PCS providers install jumpers to extend/connect to cabinet like enclosures).
   (2) Surge protectors in any AC & phone line circuit.
   (3) Transmitter RF shielding. (Must be in place during operation)
   (4) Isolator/harmonic filter. (Must be in place during operation)
   (5) Duplexer or cavity bandpass filter. (Must be in place during operation)

(b) All Equipment, including transmitters, duplexers, isolators and multicoipliers, must be housed in a metal cabinet or rack mounted. No control stations or inverted transmit/receive frequency pairs are allowed on repeater sites.

(c) All transmission lines entering the shelter must be 1/2“ Heliax/Wellflex or better via a wall feedthru plate and must terminate in a properly installed lightning arrestor with an ID tag on both ends of the line.

(d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. Under no circumstances will the use of foil shielded or braided RF cable (e.g.; RGB) be permitted outside the cabinet except for RG-6 quad shield cable installed on satellite receive only systems.

(e) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. Tenant will provide individual Transient (SAD) surge protection to each circuit used. All phone lines will have (SAD) transient surge protection installed. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.

(f) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.

(g) All outside RF equipment cabinets must be grounded to the Site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.

(h) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved. All antenna lines entering the Site will have COAX center pin lightning protection installed within two feet from the entry port and grounded to master ground bar in the Site ground system.

(i) All equipment cabinets will be identified with a typed label under plastic on which the Tenant’s name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant’s FCC license.

(j) Monitor speakers will be disabled except when maintenance is being performed. All antenna lines will be tagged within 12 inches of the termination of the feeder cable at both ends, at the entrance to the building, at repeater or base station cabinet, and at the multicoiplier/combiner ports.

(k) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not plated. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install. All transmission lines are to be secured with factory hoist grips every 150’ and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic wraps and/or bandit type hangers will not be accepted.
General

3. Tenant must comply with any applicable instructions regarding any Site security system.

   (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.

   (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.

   (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.

   (d) Do not adjust or tamper with thermostats or HVAC systems.

   (e) Access to the shelter roof is restricted to authorized maintenance personnel.
After recording return to:

STATE OF ILLINOIS
COUNTY OF COOK

MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated August 11th, 2015, between SBA STEEL, LLC, a Florida limited liability company "Owner" and VILLAGE OF TINLEY PARK, a "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant antenna tower a ground space which is described in Exhibit A attached hereto at that certain site "Site" located at 6640 W. 167 St., situated in the City of Tinley Park, County of Cook, State of Illinois, 60477 within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on October 1, 2015, which term is subject to four (4) additional five (5) year extension periods by Tenant.

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

TEANNT: VILLAGE OF TINLEY PARK

By: [Signature]
Title: Assistant Village Manager
Tax No: TAX EXEMPT
Address: 16250 S. Oak Park Avenue
Tinley Park, IL 60477-1628
Date: 8/11/15

Witness: [Signature]
Print Name: Denise Manciolo

Witness: [Signature]
Print Name: Laura Godfette

Witness: [Signature]
Print Name: [Signature]
MEMORANDUM OF ANTENNA SITE AGREEMENT CONTINUED

TEENANT NOTARY BLOCK:

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 6th day of August, 2015, by Steve Tilton, a representative of VILLAGE OF TINLEY PARK, a personlly known to me or produced as identification.

[Seal]

Heidi R. Twomey
(Official Notary Signature)
Notary Public—State of Illinois
(Name of Notary)
Commission Number: 6516492

My commission expires: 7/31/18

OWNER: SBA STEEL, LLC, a Florida limited liability company

By: Alyssa Houlihan
Title: Vice President, Site Leasing
Tax No: 20-5767261
Address: 8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307

Date: 8.11.15

Witness: [Signature]
Print Name: Anthony Garcia

Witness: [Signature]
Print Name: Stacy Shields

OWNER NOTARY BLOCK:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of August, 2015, by Alyssa Houlihan, Vice President, Site Leasing of SBA STEEL, LLC, a Florida limited liability company, who is personally known to me.

[Seal]

Liane A. Montesino
Notary Public—State of Florida

Printed Name of Notary

My commission expires: 
After recording return to:

STATE OF ILLINOIS
COUNTY OF COOK

MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated August 11th, 2015, between SBA STEEL, LLC, a Florida limited liability company “Owner” and VILLAGE OF TINLEY PARK, a “Tenant”, the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant antenna tower a ground space which is described in Exhibit A attached hereto at that certain site “Site” located at 6640 W. 167 St., situated in the City of Tinley Park, County of Cook, State of Illinois, 60477 within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on October 1, 2015, which term is subject to four (4) additional five (5) year extension periods by Tenant.

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

TENANT: VILLAGE OF TINLEY PARK

By: ____________________________
Title: Assistant Village Manager
Tax No: TAX EXEMPT
Address: 16250 S. Oak Park Avenue
Tinley Park, IL 60477-1628
Date: 8/15/15

Witness: ____________________________
Print Name: Denise Maiolo

Witness: ____________________________
Print Name: Laura Godette
MEMORANDUM OF ANTENNA SITE AGREEMENT CONTINUED

TENANT NOTARY BLOCK:

STATE OF ILLINOIS

The foregoing instrument was acknowledged before me this 6 day of August, 2015, by Steve Tilton, a representative of VILLAGE OF TINLEY PARK, a manager, who is personally known to me or produced ___________________________________________ as identification.

Heidi R. Twomey
(Official Notary Signature)
Notary Public—State of Illinois
Commission Number: 650492

My commission expires:
7/31/18

OWNER: SBA STEEL, LLC, a Florida limited liability company

By: Alyssa Houlihan
Title: Vice President, Site Leasing
Tax No: 20-5767261
Address: 8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307

Date: 8·11·15

OWNER NOTARY BLOCK:

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 11th day of August, 2015, by Alyssa Houlihan, Vice President, Site Leasing of SBA STEEL, LLC, a Florida limited liability company, who is personally known to me.

Liane A. Montesino
My Commission # EE 844163
Expires: November 11, 2016
Bonded Thru Budget Notary Services

Printed Name of Notary

Other - ANTSITE 3-5-10
August 4, 2015
August 19, 2015

**Shipped Via**

Laura Godette  
Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477

Re: SBA Site Reference  
IL46494-A-03 / N. Tinley

Tenant Site Reference  
016600606 / 911 Central Dispatch

**Antenna Site Agreement (the "Agreement")**

Dear Ms. Godette:

Enclosed please find the requested, fully-executed original Agreement(s) with regard to the above-referenced site. Once applicable, please forward rental payments to the address referenced in the Agreement(s).

Please be sure to indicate your invoice number and the SBA Site ID on all rental payments being remitted. This information will ensure that all payments are applied accurately and in a timely fashion.

In addition, please forward an original Certificate of Insurance (include our Site ID on the Certificate) naming the appropriate SBA entity as an additional insured, as well as Certificate Holder to the following address:

8051 Congress Avenue  
Boca Raton, FL 33487-1307  
Attn: Site Administration

If you have any questions regarding the Agreement(s), please do not hesitate to contact Karla Carrasco at (561) 322-7842. In the event you have an emergency regarding the operation or access to the site, please contact our Network Operations Center, which is open 24 hours a day, 7 days a week, at (888) 950-SITE (7483).

We look forward to working with you.

Sincerely,

*Leah Sheppard*

Leah Sheppard  
Processing Coordinator

Enclosure(s)