
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2024-R-073

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND OXFORD MEDIA TV. FOR TOWER AND LAND LEASE LOCATED AT 18600
OAK PARK AVENUE**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2024-R-073

A RESOLUTION APPROVING AN AGREEMENT OXFORD MEDIA TV. FOR TOWER AND LAND LEASE LOCATED AT 18600 OAK PARK AVENUE

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an agreement with Oxford Media TV, a true and correct copy of such agreement being 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 Resolved by the 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 Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests 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 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 Resolution shall take effect from and after its adoption and approval.

ADOPTED this 4th day of June, 2024, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan

NAYS: None

ABSENT: None

APPROVED this 4th day of June, 2024, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND OXFORD MEDIA TV. FOR TOWER AND LAND LEASE LOCATED AT 18600 OAK PARK AVENUE

TOWER AND GROUND LEASE AGREEMENT

THIS TOWER AND GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 4th day of June 2023, by and between Village of Tinley Park, Cook and Will Counties, Political Subdivision of the State of Illinois, by and through its Board of Trustees ("Tenant") and Oxford Media TV ("Landlord").

1. Premises: Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, space on a tower structure owned and operated by Landlord and certain land (collectively, the "Premises"), namely said tower being located at 18600 S. Oak Park Ave. Tinley Park, 60477, Cook County, Illinois Latitude 41.553270 and Longitude -87.785090081 (the "Tower"), said demised space on the Tower being that area used to attach antennae. And demised land being a tract of land upon which a existing communication shelter is to be provided, as depicted on Exhibit "B" attached hereto, together with non-exclusive easements on property adjacent thereto and improvements thereon for access, parking, utilities, inspection, maintenance, installation, construction, operation, repair, removal, and placement at, from, of, and on the Tower and the tract of land for the Communication Facility, all as more specifically described in this Lease (including but not limited to the non-exclusive Access Easement and Utility Easement described in Section 5.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

2. Use: Tenant has the right to use the Leased Premises for the purpose of installing, constructing, maintaining, upgrading, repairing, operating, inspecting, and removing a telecommunications center for services as a telecommunications utility other than cable television, as further described in this Lease. Tenant, or its agents or contractors, may construct, install, operate, maintain, upgrade, repair, remove, and operate the following-described telecommunications and associated equipment and communications shelters at, on, under, and/or in the Leased Premises:
 - (a) Number of antennas. (3) Decibel antenna model DB224-A
(6) 1-5/8" coax cables The antenna shall not exceed 210' AGL.
 - (b) Flexible coaxial transmission lines and communications equipment (such as a cable guide and brackets) between each antenna placed by Tenant on the Tower and the below described Communications Shelter, which lines and equipment shall be anchored and installed on the Tower in accordance with good and accepted engineering practices.
 - (c) 3 Licensed Microwave dishes with associated network lines

The above described, Communications Shelter, equipment contained therein, and equipment on the Tower if installed in Tenant's discretion shall be installed by Tenant or by any of Tenant's agents or contractors named within Tenant's reasonable discretion; in the installation thereof, said agent(s) or contractor(s) shall be required and hereby is (are) authorized to install on the Leased Premises any grounding bed(s) for the Communications Facility, Tenant has the right to make alterations of the below-defined Communications Facility from time to time, so long as such alterations do not adversely affect the structural integrity to the Tower or the other users of the Tower.

For the purposes of this Lease, all of Tenant's above-referenced equipment, switches, power supplies, batteries, Communications Shelter, generator, generator shelter, accessories, and necessary appurtenances hereinafter shall be referred to collectively as the "Communications Facility."

3. Term:

- (a) Primary Term: The Primary Term of this Lease shall be for five (5) years, and shall commence on the date that Tenant begins construction of the Communications Facility, and shall terminate at 11:59 p.m. on the date preceding same five (5) years later, unless sooner terminated as provided herein
- (b) Extended Terms: Tenant is granted the option to extend the Primary Term of this Lease for four (4) additional periods of five (5) years each ("Extended Term") provided Tenant is not then in default hereunder. Each of Tenant's options to extend must be exercised by Tenant giving written notice thereof to Landlord within thirty (30) days of the expiration of the then current term.

4. Rent:

- (a) Base Rent: Tenant agrees to pay Landlord, as Base Rent for the Leased Premises, the annual sum of \$8,400.00, payable in advance on or before the 1st day of January of each and every calendar year during the Primary Term and each Extended Term to Landlord at its address designated in Section 8.

Rent checks shall be made payable to Landlord's site manager, Oxford Media.

Oxford Media Group

xxxxx

- (b) Base Rent Adjustment: The amount of Base Rent payable hereunder shall be increased by 3% on each anniversary date after the commencement date of the Primary Term and thereafter on each anniversary date of the commencement date during any Extended Term as provided in Section 3(b) above (the "Adjustment Date").
 - (c) Prorated Rent: Rent for any period during the term hereof which is less than one (1) year shall be prorated based on a three hundred sixty-five (365) day year.
5. Access and Utilities: Tenant and its employees, agents, contractors, and utility companies are hereby given and granted a non-exclusive easement for ingress, egress, and regress to and from the Leased Premises and easements over, under, upon, and across the Tower and adjoining lands and rights-of-way owned by Landlord and described on Exhibit "C" on a twenty-four (24) hour daily basis for the purpose of erection, installation, operation, inspection, repair, maintenance, and removal of the Communications Facility and other necessary appurtenances and an easement thereon for telephone lines, power lines, cables, and wires used in connection with the Communications Facility ("Access Easement"). Such easements for ingress, egress, and regress and such easement for utilities shall be over existing roads, parking lots, and/or roads on the property described on Exhibit C. Tenant shall have the right but not the obligation to improve the Access Easement by grading, graveling, or paving it; provided, however that Tenant shall be obligated to repair any damage to such easement property caused by Tenant, or its agents or employees.

Landlord grants to Tenant and to such power or telephone company ("Utility Company" or "Utility Companies") as Tenant shall designate, a non-exclusive easement for such utilities as may be reasonably necessary to serve the Leased Premises over that property described on Exhibit "C" (the "Utility Easement"). The Utility Easement shall be for the installation, operation, inspection, maintenance, and repair (whether by Tenant or by Tenant's designated Utility Companies) of necessary utilities from the point of connection with the Utility Companies' distribution networks to the Communications Shelter. The Utility Easement shall be sufficiently wide for providing the applicable utilities to the Leased Premises. It is understood that Tenant and the Utility Companies providing services to Tenant shall have access to all areas of the Leased Premises and other lands and rights-of-way owned or leased by Landlord and described on Exhibits A, B, and C as necessary for installation, operation, inspection, upgrade, maintenance, and/or repair of such services. Landlord shall advise Tenant of any Utility Company requesting an easement under, over, upon and/or across the Leased Premises.

6. Utilities at Tenant's Cost: Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Leased Premises. If necessary, Tenant shall have an electrical current meter and gas meter installed at the Leased Premises for Tenant's electrical usage, and gas usage respectively and the cost of such meter(s) of installation, maintenance, upgrade and repair thereof shall be paid for by Tenant.

7. Holding Over: Should Tenant hold possession of the Leased Premises or any portion thereof after the date upon which the Leased Premises are to be surrendered, Tenant will become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to Lease term and, during any such month-to-month tenancy, Tenant shall pay monthly rent in the amount which is one-twelfth (1/12th) of one-hundred twenty-five percent (125%) of the adjusted Base Rent that was payable by Tenant during the immediately preceding Lease year. Tenant will continue occupancy from month-to-month until terminated by Landlord or Tenant by the giving of thirty (30) days written notice to the other. Nothing in this Section is to be construed as a consent by Landlord to the occupancy or possession of the Leased Premises by Tenant after the expiration of the Lease term.
8. Notice: All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested postage prepaid, United States mail, and addressed to the applicable party as follows:

Landlord:

Oxford Media Group

Tenant:

Village of Tinley Park

Phone (xxx) xxx-xxxx
Department

Attn: Clerks Office

Phone: 678-418-4133

Village of Tinley Park
Attn: Clerks Office
Re: Oak Park Ave Tower Site
Tinley Park, Illinois 60477

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

9. Liability and Indemnity: Tenant agrees to indemnify and save the Landlord and its Commissioners, officers and its agents and employees and Oxford Media Group harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligent act, negligent omission, or intentional tort of Tenant or Tenant's agents, employees, or contractors occurring during the term of this Lease in or about the Leased Premises. Tenant agrees to use and occupy the Leased Premises at Tenant's own risk and hereby releases Landlord and its Commissioners and its agents and employees and Oxford Media Group of Commissioners, from all claims for any damage or injury to persons or property to the full extent permitted by law. It is understood and agreed, however, that this hold harmless and indemnification does not apply to damage or injury to persons or property caused by the sole negligence of Landlord, its Commissioners, its officers and its agents and employees. The provisions of this Section 9 shall survive the termination of this Lease.

10. Termination:

- (a) Tenant has the right to terminate this Lease at any time upon any of the following events:
 - (i) By Tenant for any reason or no reason at all upon six (6) months written notice from Tenant.
 - (ii) If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Facility cannot be obtained, or is revoked, or if Tenant determines the cost of obtaining such approval is prohibitive; or,
 - (iii) If Tenant determines that the Leased Premises is not appropriate for locating the Communications Facility for technological reasons, including, but not limited to, signal interference.
- (b) Landlord has the right to terminate this Lease upon any of the following events:
 - (i) By Landlord for any reason or no reason at all upon six (6) months written notice from Landlord;
 - (ii) If Landlord, in its sole discretion based on sound engineering principles, determines that the Tower has become structurally unsound; or
 - (iii) If Landlord, in its sole discretion based on sound fiscal and engineering principles determines that the Tower should be withdrawn from use as a communications tower; or,
 - (iv) If Landlord, in its sole discretion based on sound engineering principles determines that the Tower has become hazardous or dangerous to persons or property due to an Act of God.
 - (v) If Landlord determines that Tenant's use of the property under this Lease (including Tenant's operations of its antennae equipment) is interfering with the rights of other tenants currently on the Tower.

Notwithstanding the foregoing, prior to any termination of this Lease for any of the reasons stated in this Section 10(b), Landlord, if Landlord has usage rights to any other tower, shall give Tenant the option of relocating the Communications Facility to any other said tower (provided that Tenant do, at Tenant's expense, whatever is necessary in order to make any said tower site structurally and otherwise appropriate for placement of the Communications Facility thereon); and, if Tenant exercises said option in Tenant's discretion, this Lease and all exhibits hereto shall be modified to the minimal extent necessary to make this Lease applicable to the relocated tower site (i.e., redefining "Tower" to the relocated tower site, and redefining "Leased Premises", "Access Easement" and "Utility Easement" to that applicable to the relocated tower site), and this Lease shall continue in full force and effect. In the event Tenant is given an option to relocate the Communications Facility as provided by this paragraph, Landlord consents to Tenant's inspection and testing of any and every proposed relocated

tower site, and Landlord acknowledges that Tenant will and has the power to seek permits for the proposed relocated tower site, all inspection, testing, and permits acquisition being of the same or substantially similar scope and effect as those made or pursued for the Tower.

- (c) Tenant will give Landlord thirty (30) days written notice of termination of this Lease under the terms of Section 10(a) (ii) and (iii). Landlord will give Tenant six (6) months written notice of termination of this Lease under the terms of Section 10 (b) (i) and (ii). Upon termination, neither party will owe any further obligation under this Lease except as otherwise provided in Section 11 and except for the indemnities and hold harmless provisions in this Lease, the provisions of Section 22, the prompt reimbursement of pro-rata prepaid rent, and Tenant's responsibility of removing all of the Communications Facility from the Leased Premises and restoring the Leased Premises to its condition as of the commencement date of this Lease, save and except normal wear and tear, damage arising out of Acts of God, and items constructed or changed by any person(s) or entity(ies) other than Tenant.

- 11. Default: Notwithstanding anything in the Lease to the contrary, Tenant shall not be in default under this Lease until thirty (30) days after receipt of written notice from Landlord specifying Tenant's failure to comply with any material provision of this Lease, which failure is not cured within said thirty (30) days; provided, however, where such default cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in default under this Lease if Tenant commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion.

In the event of Tenant's default in the payment of rentals or in Tenant's failure to comply with any other material provision of this Lease, Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals and any other damages to which the Landlord may be entitled.

In the event of Landlord's failure to comply with any material provision of this Lease, which failure is not cured within thirty (30) days after receipt of written notice thereof from Tenant (provided, however, where any such default cannot reasonably be cured within thirty (30) days, Landlord shall not be deemed to be in default under this Lease if Landlord commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion), Tenant may, at its option, terminate this Lease. Notwithstanding the foregoing, in no event shall Landlord's right to cure exceed sixty (60) days after notice of failure to comply with this Lease.

The rights and remedies stated in this Lease are not exclusive and the parties, in the event of a breach hereof or a dispute, are entitled to pursue any of the remedies provided herein, by law, or by equity.

No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver shall affect any term or condition other than the one specified in such waiver and that one only for the time and manner specifically stated.

12. Interference: Tenant shall not (nor shall it allow any of its employees, agents or others claiming through it to) construct, operate, maintain, upgrade or remove any antenna, antenna system, the communications shelter and the communications facility described herein or any other equipment so as to cause or contribute to any adverse effect or interference with Landlord's or the equipment of another tenant on the Tower as of the date of this Lease, including, without limitation, communications equipment or the Landlord's or other tenant's use of, or rights of use with respect to, the Premises, access easement or utility easement or other contiguous property including those rights described in the lease identified herein below. In the event of any adverse effect or interference, Tenant shall take all steps necessary to correct and eliminate the adverse effect or interference within ten (10) days including the removal of any interfering antenna or other equipment from the Premises, Access Easement, Utility Easement or contiguous property.
13. Insurance: Tenant, at its expense, shall maintain in force during the term of this Lease a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$2,000,000.00 insuring Landlord and Tenant against all liability arising out of the Tenant's use, occupancy, or maintenance of the Leased Premises, which policy shall be endorsed as a primary insurance to Landlord.
14. Tests: Tenant is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises are suitable for Tenant's use as intended by this Lease.
15. USUFRUCT: Landlord and Tenant agree and intend to agree that this is a nonexclusive usufruct and that no estate in land is or shall be conveyed hereunder.
16. Fixtures: Landlord covenants and agrees that no part of the improvements constructed, erected, or placed by Tenant on the Leased Premises or other real property owned by Landlord shall be or become, or be considered as being, affixed to or a part of Landlord's real property; and any and all provisions and principles of law to the contrary notwithstanding, Landlord specifically intends to covenant and agree and does hereby covenant and agree that all personal property and improvements of every kind and nature constructed, erected, or placed by Tenant on the Leased Premises, or other real property owned by Landlord, shall be and remain the property of Tenant despite any default or termination of this Lease and may be removed by Tenant anytime in Tenant's discretion provided that Tenant at its expense shall restore the Leased Premises pursuant to Section 10(c).
17. Memorandum of Agreement: After preparation of the legal descriptions of the Leased Premises, Access Easement, and Utility Easement as provided in Sections 1 and 5.
18. Assignment and Subletting by Tenant: Tenant may, with landlord's written consent (which shall not be unreasonably withheld), assign or sublet any or all of Tenant's interest in this Lease, any part thereof, the leaseholder's interest of Tenant created hereby and/or any or all of Tenant's right, title, and interest in and to any or all of the Communications Facility. Any said assignee or sublessee of this Lease shall be bound by the terms of this Lease. No language in this Section will release Tenant from its obligations pursuant to this Lease for the term remaining at the time of any assignment or

subletting consented to by Landlord.

19. Permits: Landlord acknowledges that following the execution of this Lease, Tenant will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "Permits") necessary for the construction, operation, and maintenance of the Communications Facility. Landlord agrees to execute and deliver any applications, maps, certificates, or other documents and to provide such other information that may be required in connection with Tenant's obtaining the Permits. Notwithstanding the foregoing, Landlord does not guarantee that zoning is now proper for the construction of the Communications Facility.
20. Consent: Except as otherwise provided in Section 19, whenever under the Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.
21. Debt Security: Tenant may, without Landlord's consent, pledge, mortgage, convey by deed of trust, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing any bona fide indebtedness or evidence thereof any or all of Tenant's interest in this Lease, any part thereof, the leaseholder's interest of Tenant created hereby, and any and all of Tenant's right, title, and interest in and to any and all of the Communications Facility. Promptly on Tenant's or Tenant's lender's request, Landlord shall execute and deliver, and shall assist in facilitating the execution and delivery of, all documents requested by any of the Tenant's lenders which are consistent with the terms of this Agreement including but not limited to waivers of Landlord's right to levy or distraint upon for rent any of Tenant's property given as security for a debt, consents that none of the Communications Facility shall become fixtures, consents as to procedure for any of Tenant's lenders' sale of the Communications Facility, consents to Tenant's assignment to any lender(s) of any and all of Tenant's interest in or to this Lease and the Communications Facility. Failure of Landlord and all other persons and entities to execute and deliver to any of Tenant's lender(s) all document requested by said lender(s) in conformance with this agreement shall entitle Tenant to terminate this Lease immediately without any further obligation to Landlord.
22. Environmental Matters:
 - (a) Tenant agrees to indemnify, defend, and hold Landlord and Landlord's affiliates, officers, directors, employees, agents, lenders, successors, and assigns harmless from any claims, damages, fines, penalties, losses, judgments, costs, and liabilities resulting from Tenant's operations on the Premises resulting in any violation of any Environmental Law by Tenant.
 - (b) The provisions of this Section 22 shall survive termination of this Lease.
23. Fences: During the Primary Term and each Extended Term, and in exercising the rights, powers, privileges, and immunities provided hereunder, Tenant, with Landlord's prior written consent {i.e., plans therefore must be approved by the Village of Tinley Park, may fence in that portion of the Leased Premises as is reasonable for protection of the Communications Facility. Landlord shall not prohibit Tenant's access to the Leased Premises. Notwithstanding the foregoing, Tenant agrees to submit a copy of all its construction plans to the Village of Tinley Park for its review.

24. Title: Landlord represents and warrants to Tenant that Landlord has good and marketable title to the Leased Premises, Access Easement, and Utility Easement, free and clear of all liens, encumbrances, and exceptions. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities.
25. Condemnation of Leased Premises: In the event that any government, public body, or other condemning authority shall take, or if Landlord shall transfer in lieu of such taking, all or such part of the Leased Premises, Access Easement, or Utility Easement thereby making it physically or financially infeasible for the Leased Premises to be used in the manner intended by this Lease, Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. However, if only a portion of the Leased Premises, Access Easement, or Utility Easement is taken, and Tenant does not elect to terminate this Lease under this provision, then rental payments provided under this Lease shall abate proportionally as to the portion taken which is not then usable by Tenant. Landlord shall make all necessary repairs and alterations to restore the portion of the Leased Premises remaining to as near its former condition as circumstances will permit (at a cost not to exceed Landlord's proceeds from said condemnation or transfer), and this Lease shall continue.
26. Quiet Enjoyment: Landlord covenants that Tenant; upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the right to use the Leased Premises, Access Easement, and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection, or molestation by Landlord or any person or persons claiming under Landlord.
27. Tower Analysis: Landlord agrees to furnish Tenant, promptly on Tenant's request, with true copies of all tower analyses performed on the Tower within the two (2) years preceding Tenant's possession of space on the Tower. In the absence of said Tower analyses or if the most recent analyses are insufficient for Tenant's needs, Landlord, at Tenant's request, agrees to cooperate with Tenant in acquiring new analyses of the Tower. If Tenant requests any new analyses of the Tower, Tenant shall be responsible for coordinating the said new analyses, and the cost of the new analyses shall be paid solely by Tenant. Notwithstanding the foregoing, in the event Tenant determines after reviewing any Tower analyses that the Tower is not structurally appropriate for Tenant's needs, Tenant may, at Tenant's option, either terminate this Lease or with the written consent of the Landlord pay the additional cost of reinforcing or otherwise making the Tower structurally appropriate for Tenant's use, provided all local, State, and Federal laws, rules, and regulations are adhered to at Tenant's expense in the construction process.
28. Other Conditions and Provisions:
- (a) Notwithstanding the provisions of Section 27: Except if Landlord in its sole discretion based on sound engineering and fiscal principles determines that the Tower has become structurally unsound, should be withdrawn from use as a communications tower, or has become hazardous or dangerous to persons or property for any reason or except if the Leased Premises, Access Easement, or Utility Easement is damaged due to Tenant's negligence or Tenant's agents' or

contractors' negligence, Landlord, at Landlord's expense shall maintain in good condition and repair the Tower, Landlord's land surrounding the Tower, the Access Easement, and the Utility Easement. Landlord has the responsibility of observing Tower lights requirements and keeping applicable records (including records of notification to Federal Aviation Administration of any failure or repairs of the Tower and any corrections of same). If Landlord has the duty to maintain and repair the Tower, Leased Premises, Access Easement and/or Utility Easement and if Landlord fails to maintain and repair as required hereunder so as to render all or any part of the Leased Premises, Access Easement, or Utility Easement materially unusable for Tenant's intended use, rent shall abate while Landlord, at Landlord's expense, promptly restores the Leased Premises, Access Easement, and Utility Easement to its condition prior to such damage; provided, however, in the event Landlord fails to so repair the Leased Premises, Access Easement or Utility Easement, as the case may be, within thirty (30) days of said damage, Tenant shall have the right to;

- (i) terminate this Lease without further obligations from Tenant to Landlord hereunder and without affecting Tenant's remedies permitted by law, equity, and/or this Lease for Landlord's breach of this Lease; or
 - (iii) hold Landlord in default pursuant to Section 11.
- (b) Tenant covenants and agrees that Tenant's antennas and the installation, operation, and maintenance thereof will:
 - (i) Not unreasonably interfere with the operation of communications equipment of Landlord or other tenants on the Tower as of the date of this Lease. In the event there is such interference by Tenant, Tenant promptly will take all steps necessary to correct and eliminate same within a reasonable time. If Tenant is unable to eliminate such interference caused by it within a reasonable time, Tenant agrees to remove its antenna(s) causing the interference from the Tower and, in Tenant's discretion, replace it with equivalent number which cause no said interference.
 - (ii) Not unreasonably interfere with the Landlord's maintenance, operation and repair of the Tower and its lighting system. Tenant shall cooperate with Landlord's maintenance, painting, and sandblasting of the Tower by removing, at Tenant's expense, Tenant's antennas from the Tower as necessary to facilitate said maintenance, painting, and sandblasting provided that, if such removal for said maintenance, painting, and sandblasting is necessary, Landlord shall give Tenant thirty (90) days notice of same.
- (c) During the term of this Lease and its extensions, Landlord will not give, grant, or convey any future interest in or lease, license, or permission to use the Leased Premises, Access Easement, or Utility Easement if such transfer or use in any way adversely affects or interferes with Tenant's use of its Communications Facility and the Leased Premises, Access Easement, or Utility Easement. In the event of any adverse effect or interference, landlord shall take all steps necessary to correct and eliminate the adverse effect or interference within a reasonable time, including but not limited to Landlord shall be obligated to

terminate or revoke the said other use, interest, lease, license, or permission, or otherwise remove the grantee and any interfering antenna(s) or other equipment from the Leased Premises, Access Easement, or Utility Easement. Notwithstanding anything in the foregoing to the contrary, this provision is not intended, and shall not be construed, to impair or qualify any rights of Landlord with respect to any rights of use currently existing under leases, or other agreements, or under any renewals of such existing leases or other agreements pursuant to renewal options contained therein.

- (d) Landlord shall comply with all local, State, and Federal laws, rules, and regulations required by it to be performed as Landlord hereunder and owner of the Tower.
- (e) Tenant shall comply with all local, State, and Federal laws, rules, regulations required by it to be performed as Tenant hereunder.

- 29. Entire Agreement and Binding Effect: This Lease and any attached exhibits, and any conditional assignment of lease, leasehold mortgage, and nondisturbance and attornment agreement mentioning this Lease, constitute the entire agreement between Landlord and Tenant; no prior written promises, or prior contemporaneous, or subsequent oral promises or representations, shall be binding. This Lease shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.
- 30. Governing Law: This Lease shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the date and year above written.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

LANDLO

Oxford Media Group

By : _____

(SEAL)

ATTEST: _____ (SEAL)

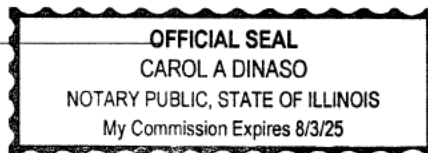
Its Clerk

[COUNTY SEAL]

My commission expires:

8/3/25

[NOTARY SEAL]



SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

TENANT:

Village of Tinley park

By: _____

Print Name: Michael W. Glotz

Title: Mayor

My commission expires:

10/22/2024

[NOTARY SEAL]



EXHIBIT A

Legal Description Proposed Easement

That part of the South Half of the Northwest Quarter north of the Indian Boundary Line of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

Beginning at a point on the west line of the east 253.19 feet of said Northwest Quarter, 276.44 feet south of the centerline of the drainage ditch as so indicated in Maudes Subdivision recorded as Document No. 004087193 and in Millenium Lakes Subdivision recorded as Document No. 99587379; thence South 78 degrees 08 minutes 22 seconds West (bearings as referenced to the Illinois State Plane Eastern Zone NAD '83 (2011)), along Line "A" (for purposes of this description only), 537.13 feet, to Line "B" (for purposes of this description only); thence South 11 degrees 51 minutes 38 seconds East, along said Line "B", 323.55 feet, to Line "C" (for purposes of this description only); thence North 59 degrees 48 minutes 37 seconds East, along said Line "C", 97.17 feet, to the southwesterly face of a one story concrete block building existing as of February 5, 2024; thence North 30 degrees 11 minutes 23 seconds West, along said southwesterly face, 10.00 feet, to a line 10.00 feet northwest of and parallel with said Line "C"; thence South 59 degrees 48 minutes 37 seconds West, along said parallel line, 83.32 feet, to a line 10.00 feet east of and parallel with said Line "B"; thence North 11 degrees 51 minutes 38 seconds West, along said parallel line, 299.70 feet, to a line 10.00 feet south of and parallel with said Line "A"; thence North 78 degrees 08 minutes 22 seconds East, along said parallel line, 525.37 feet, to the west line of the east 253.19 feet of said Northwest Quarter; thence North 01 degrees 51 minutes 38 seconds West, along said west line, 10.15 feet, to the Point of Beginning.

The limits of said easement shall be lengthened or shortened to coincide with the southwesterly face of said one story concrete block building existing as of February 5, 2024, but shall not include any portion of said building.

Affects PIN 31-06-101-008-0000

Containing 9,331 square feet or 0.214 acres, more or less.

EXHIBIT

Of

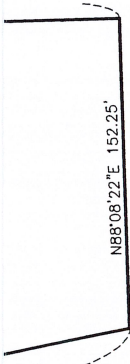
Proposed Easement

That part of the South Half of the Northwest Quarter north of the Indian Boundary Line of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

Beginning at a point on the west line of the east 253.19 feet of said Northwest Quarter, 276.44 feet south of the centerline of the drainage ditch as so indicated in Maudes Subdivision recorded as Document No. 04087193 and in Millennium Lakes Subdivision recorded as Document No. 99587379; thence South 78 degrees 08 minutes 22 seconds West (bearings as referenced to the Illinois State Plane Eastern Zone NAD '83 (2011)), along Line "A" (for purposes of this description only), 537.13 feet, to Line "B" (for purposes of this description only); thence South 11 degrees 51 minutes 38 seconds East, along said Line "B", 323.55 feet, to Line "C" (for purposes of this description only); thence North 59 degrees 48 minutes 37 seconds East, along said Line "C", 97.17 feet, to the southwesterly face of a one story concrete block building existing as of February 5, 2024; thence North 30 degrees 11 minutes 23 seconds West, along said southwesterly face, 10.00 feet, to a line 10.00 feet northwest of and parallel with said Line "C"; thence South 59 degrees 48 minutes 37 seconds West, along said parallel line, 83.32 feet, to a line 10.00 feet east of and parallel with said Line "B"; thence North 11 degrees 51 minutes 38 seconds West, along said parallel line, 299.70 feet, to a line 10.00 feet south of and parallel with said Line "A"; thence North 78 degrees 08 minutes 22 seconds East, along said parallel line, 525.37 feet, to the west line of the east 253.19 feet of said Northwest Quarter; thence North 01 degrees 51 minutes 38 seconds West, along said west line, 10.15 feet, to the Point of Beginning.

The limits of said easement shall be lengthened or shortened to coincide with the southwesterly face of said one story concrete block building existing as of February 5, 2024, but shall not include any portion of said building.

Containing 9,331 square feet or 0.214 acres, more or less.



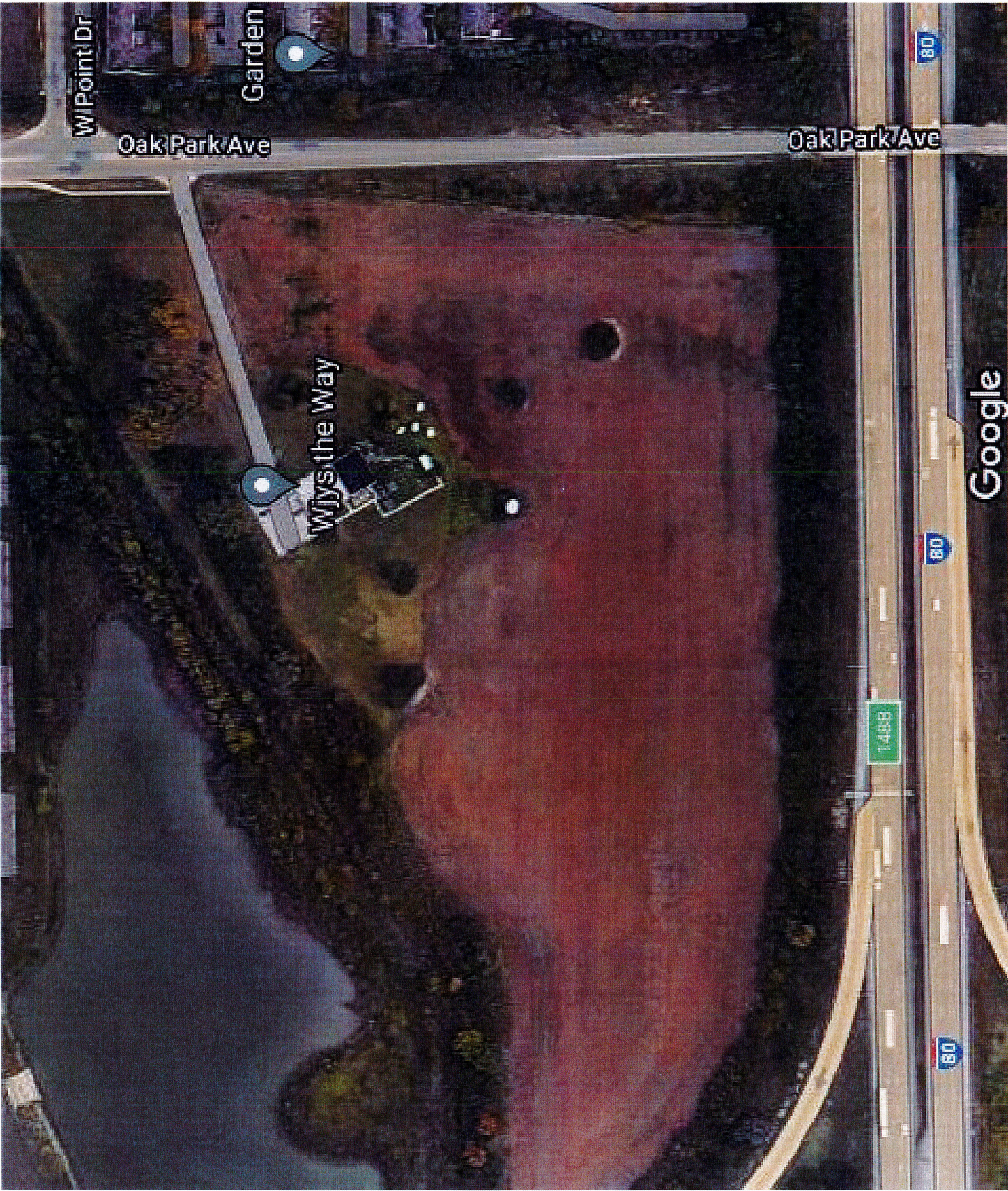
24-R0715

ROBINSON ENGINEERING, LTD. CONSULTING REGISTERED PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS 125 MOONEY DRIVE (815) 932-7406 © COPYRIGHT 2024 ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.		REVISIONS	
FOR: VILLAGE OF TINLEY PARK 16250 SOUTH OAK PARK AVENUE TINLEY PARK, ILLINOIS 60477		No.	Date
Drawn by: KM			
Checked by: REG			
Sheet 1 of 1			
Date: February 6, 2024			
Scale: 1" = 60'			
Project No. 23-R0715			

23-R0715_EXHIBIT-01.DWG

EXHIBIT B







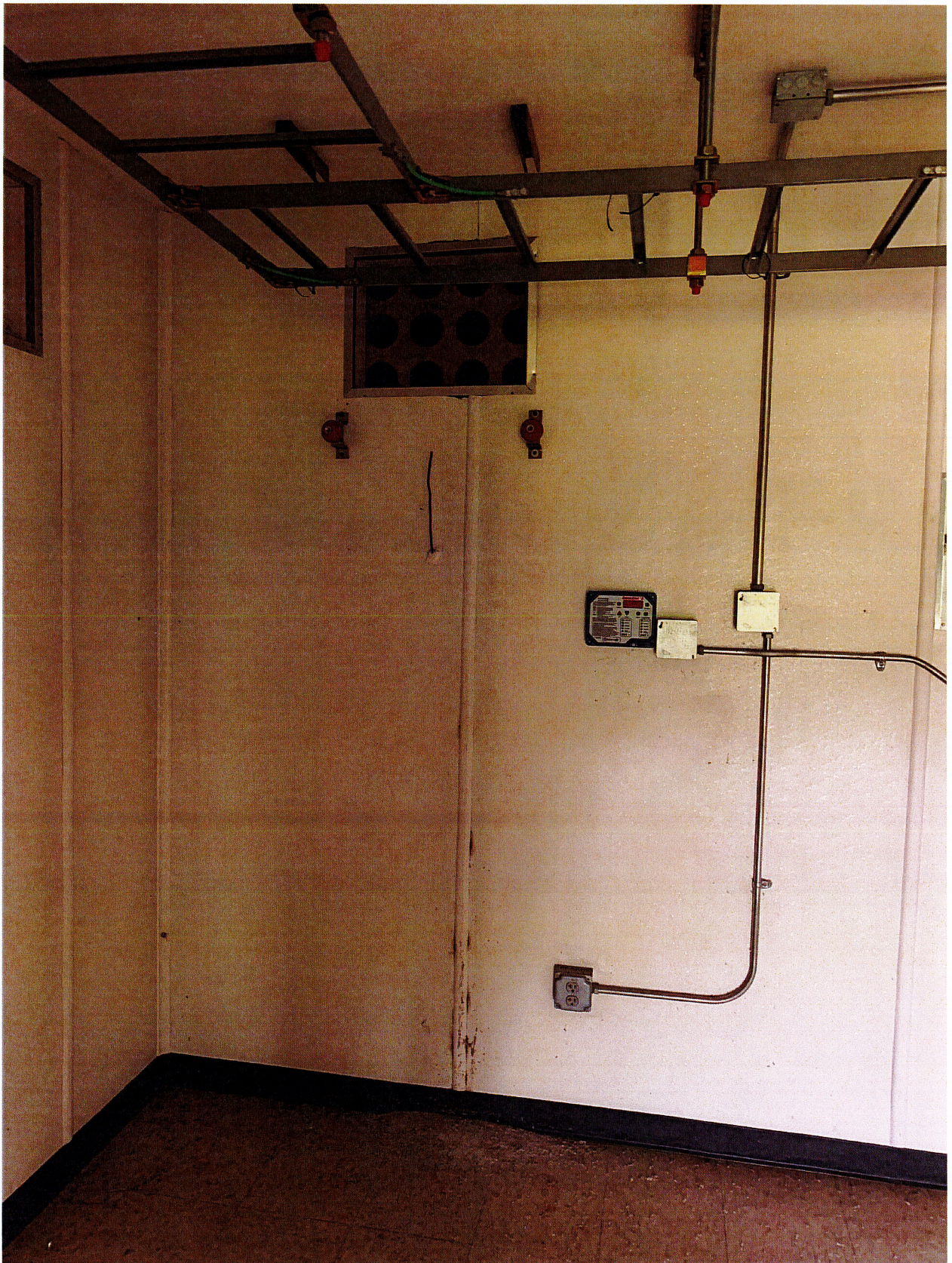








EXHIBIT C

Legal Description Proposed Easement

That part of the South Half of the Northwest Quarter north of the Indian Boundary Line of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

Beginning at a point on the west line of the east 253.19 feet of said Northwest Quarter, 276.44 feet south of the centerline of the drainage ditch as so indicated in Maudes Subdivision recorded as Document No. 004087193 and in Millenium Lakes Subdivision recorded as Document No. 99587379; thence South 78 degrees 08 minutes 22 seconds West (bearings as referenced to the Illinois State Plane Eastern Zone NAD '83 (2011)), along Line "A" (for purposes of this description only), 537.13 feet, to Line "B" (for purposes of this description only); thence South 11 degrees 51 minutes 38 seconds East, along said Line "B", 323.55 feet, to Line "C" (for purposes of this description only); thence North 59 degrees 48 minutes 37 seconds East, along said Line "C", 97.17 feet, to the southwesterly face of a one story concrete block building existing as of February 5, 2024; thence North 30 degrees 11 minutes 23 seconds West, along said southwesterly face, 10.00 feet, to a line 10.00 feet northwest of and parallel with said Line "C"; thence South 59 degrees 48 minutes 37 seconds West, along said parallel line, 83.32 feet, to a line 10.00 feet east of and parallel with said Line "B"; thence North 11 degrees 51 minutes 38 seconds West, along said parallel line, 299.70 feet, to a line 10.00 feet south of and parallel with said Line "A"; thence North 78 degrees 08 minutes 22 seconds East, along said parallel line, 525.37 feet, to the west line of the east 253.19 feet of said Northwest Quarter; thence North 01 degrees 51 minutes 38 seconds West, along said west line, 10.15 feet, to the Point of Beginning.

The limits of said easement shall be lengthened or shortened to coincide with the southwesterly face of said one story concrete block building existing as of February 5, 2024, but shall not include any portion of said building.

Affects PIN 31-06-101-008-0000

Containing 9,331 square feet or 0.214 acres, more or less.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Salvador Insurance Agency Inc. 3360 N Milwaukee Ave Chicago IL 60641	CONTACT NAME: Henry Soliz PHONE (A/C, No, Ext): (773) 777-1922 E-MAIL ADDRESS: henry@salinsure.com FAX (A/C, No): (773) 777-2088														
INSURED Top Tower Company LLC 511 Linden Ave. Joliet IL 60433-2319	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Atain Specialty Insurance Company</td><td>17159</td></tr><tr><td>INSURER B: Erie Insurance Exchange</td><td>26271</td></tr><tr><td>INSURER C: Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER D: Technology Insurance Company</td><td>39071</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Atain Specialty Insurance Company	17159	INSURER B: Erie Insurance Exchange	26271	INSURER C: Scottsdale Insurance Company	41297	INSURER D: Technology Insurance Company	39071	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CIP453550	06/22/2023	06/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Q06-2130816	06/21/2023	06/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XBS0141353	06/22/2023	06/22/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	TARIL891290	06/22/2023	06/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured- The Village of Tinley Park

CERTIFICATE HOLDER**CANCELLATION**

The Village of Tinley Park

16250 S. Oak Park Ave.

Tinley Park IL 60477

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-R-073, “**A RESOLUTION APPROVING AN AGREEMENT WITH OXFORD MEDIA TV. FOR TOWER AND LAND LEASE LOCATED AT 18600 OAK PARK AVENUE**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 4, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of June, 2024.


VILLAGE CLERK