

**FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN
CROWN CASTLE NG CENTRAL LLC AND THE VILLAGE OF OAK PARK DATED FEBRUARY 25, 2019**

THIS AMENDMENT TO THE LICENSE AGREEMENT (hereinafter referred to as the "Amendment") by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and Crown Castle Fiber LLC (f/k/a Crown Castle NG Central LLC), a New York limited liability company authorized to conduct business in the State of Illinois (hereinafter referred to as the "Licensee").

RECITALS

WHEREAS, the Village is the owner, of certain light and traffic signal poles, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission ("FCC") to Licensee; and

WHEREAS, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

WHEREAS, Licensee desires to utilize certain portions of the Village's right-of-ways within the boundaries of the Village ("ROWS") for the limited purpose of installation and maintenance of fiber optic underground telecommunications cables, small cellular telecommunications equipment, surface mounted equipment and related equipment (collectively referred to as "Equipment"), within underground conduit located within the ROWs, attached to existing utility poles, and attached to the Village's street light and traffic signal poles ("Poles"); and

WHEREAS, Licensee is not delivering cable service to residents of the Village, and instead supports the provision of telecommunications services, wireless service providers, and other potential business customers; and

WHEREAS, the Village desires to allow Licensee to utilize the ROWs, existing utility poles, and the Village's Poles for such purposes, subject to the provisions of this Agreement and applicable law; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to the powers granted it by Article VII, Section 10(a) of the Illinois Constitution of 1970, and finds that entering into this Agreement is in the best interests of the Village, its residents, and the public; and

WHEREAS, the Parties desire to extend the term of the Agreement by mutual agreement pursuant to Paragraph 4 of the Agreement.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.

2. **AMENDMENTS TO CONTRACT.** Section 3 ("Permit Approval Process") is amended to include the new sub-paragraph 3.11. Section 5 ("Payments") and Section 34. ("Notice") of the Agreement are amended by adding the underlined language and deleting the overstricken language as follows:

Section 3. **PERMIT APPROVAL PROCESS.**

3.11 Licensee shall submit certification by a radio engineer that a new, replacement or modified small wireless facility operates within all applicable U. S. Federal Communications Commission (FCC) standards for emissions of radio frequency radiation.

Section 5. PAYMENTS. Payments due for the use of any Poles pursuant to this Agreement shall be an annual fee of ~~\$200.00~~ \$270.00 per each Village Pole to which Licensee attaches its Equipment which shall be due on annual pro rata basis pursuant to Section 5.1 below. Licensee shall pay the Village a non-recurring fee of \$1.00 per linear foot of communications cable installed in the Village's ROWs. The total fee for Licensee's initial installation is set forth in Exhibit B. Thereafter, payments due for any additional linear foot of communications cable the Licensee seeks to install in the Village's ROWs shall be at said fees and shall increase 3% at each annual anniversary of the Effective Date of this Agreement. In addition to the foregoing, Licensee shall reimburse the Village for engineering and legal fees incurred by the Owner in the review and approval of this Agreement in the amount of \$5,000.

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Section 34. **NOTICE.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

If to Licensee:

Crown Castle ~~NG Central LLC~~ Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: ~~Ken Simon~~ Teddy Adams, General
Counsel

With a copy to:
Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: ~~SCN~~ Contracts Management

24/7 emergency contact number:
(888) 632-0931

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Exhibit B of the Agreement is stricken in its entirety and replaced with Exhibit B-1 attached to this Amendment.

3. **EXERCISE OF EXTENSION.** The Village and Licensee agree to extend the Agreement pursuant to Paragraph 4 of the Agreement for a five (5) year additional term from February 25, 2024 to February 24, 2029.

4. **EFFECTIVE DATE.** This Amendment shall be effective retroactive to February 25, 2024 upon approval by the Village Board of Trustees and execution of this Amendment by the Village Manager.

4.1. **Retroactive Payments.** The fee increase caused by this Amendment to Section 5 of the original Agreement shall be applicable to payments due and owing from March 1, 2024 to February 24, 2029.

5. **Acceptance of Assignment.** Pursuant to Paragraph 14 of the Agreement, the Village consents to the assignment of the duties and obligations of the Agreement and this Amendment to Crown Castle Fiber LLC, as successor in interest to Crown Castle NG Central LLC by way of merger occurring on or about December 31, 2018.

6. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

CROWN CASTLE FIBER LLC

By: Kevin J. Jackson
Its: Village Manager

By:
Its:

Date: _____, 2025

Date: _____, 2025

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 2025

Date: _____, 2025

EXHIBIT B-1

SUMMARY OF FACILITIES

Site ID	SCU	Latitude	Longitude	Fees
CH1480BA	439656	41.908982	-87.788889	<u>\$270.00</u> /year
CHPH33555	470772	41.869470	-87.774369	<u>\$270.00</u> /year
CHPH33744	470904	41.894573	-87.779240	<u>\$270.00</u> /year
CHPH33745	470905	41.894756	-87.776920	<u>\$270.00</u> /year
CHPH33865	471198	41.909020	-87.785853	<u>\$270.00</u> /year

Underground Fiber = 7,535 feet