

**POLE ATTACHMENT LICENSE AGREEMENT BETWEEN
SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS AND THE VILLAGE OF OAK PARK**

THIS LICENSE AGREEMENT ("Agreement") is entered into on the ____ day of _____, 2019 ("Effective Date"), by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, (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, including small wireless facilities, surface mounted equipment and related equipment (collectively referred to as "Equipment"), attached to existing Village utility poles, and attached to the Village's street light and traffic signal poles (collectively, "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 Poles to support small wireless facilities as defined in 50 ILCS 840/5 ("Small Wireless Facilities") 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, Licensee has submitted proposed plans to the Village for the installation of the Equipment set forth in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Licensee has provided a summary of its facilities broken down by surface mounted equipment in the ROW and any equipment mounted to Village owned Poles and corresponding total fees for said equipment as set forth in Exhibit A; and

WHEREAS, Licensee's plan for the Work in the Village's ROWs, on existing utility poles, and on Village Poles, shall include directional subsurface borings and/or trenching for conduit and fiber optic cable and overhead attachment to existing utility poles at a minimum height of fourteen (14) feet over street and driveway surfaces; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken and the parties hereto desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to the ROWs and Poles at which the Village may wish to permit Licensee to install, maintain and operate its Equipment as hereinafter set forth.

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 follow:

1. **RECITALS.** The above-stated Recitals are hereby incorporated into this Section 1 as though fully set forth herein.

2. **LICENSEE GRANT.** Pursuant to all of the terms and conditions of this Agreement, the Village shall provide Licensee that certain space on or upon the Village's Poles set forth in Exhibit A as more fully described in each permit application which is approved by the Village, which are made part of and incorporated into this Agreement, for the installation, operation, repair, upgrading and maintenance of Licensee's Equipment, including Small Wireless Facilities, antenna(s) and fiber optic cable, whether owned by Licensee or Licensee's customer (also collectively referred to as "System"); together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, during the hours of 7:00 a.m. to 6:00 p.m. except for emergency repairs, over the Village's ROWs and to and from the for the purpose of installation, operation and maintenance of Licensee's Equipment. The Village Manager or the Village Manager's designee may administratively add such additional locations on or upon the Village's Poles and underground space in the Villae's ROWs for Licensee to install, operate, repair, upgrade and maintain its Equipment, subject to the terms of this Agreement, as amended, including, but not limited to, the fees set forth in Section 5.

2.1. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Village's or ROW's, the Village grants to Licensee the right to install such utilities on, over and/or under the Village's Poles and ROWs as necessary for Licensee to operate its Equipment and Small Wireless Facilities.

2.2. Licensee's ability to use the ROWs and Poles is contingent upon its obtaining after the Effective Date of this Agreement all certificates, permits and other

approvals (collectively referred to as the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit Licensee's use of the ROWs and Poles as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner, Licensee shall have the right to terminate its obligation to pay rent for the particular location upon its removal of its Equipment. Notice of Licensee's exercise of its right to terminate shall be given to the Village in accordance with the notice provisions set forth in Section 32 below. All payments paid to said termination date shall be retained by the Village. Upon such termination, the applicable location shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the Licensee shall have no further obligations for the payment of rent to the Village for the particular location. Notwithstanding anything to the contrary in this section, Licensee shall continue to be liable for all rent payments to the Village until all Equipment is removed from the Property.

3. **PERMIT APPROVAL PROCESS.** Licensee shall submit applications to the Village in accordance with the requirements of applicable law for permits that include detailed drawings, , and specifications for the Equipment and Licensee shall pay all required permit and other fees to the Village for its work prior to performing any work within the Village's ROWs or on Village Poles. The Village shall review and process all applications submitted to the Village in accordance with the requirements of applicable law, including Public Act 100-0585. Prior to issuance of a permit, Licensee must provide adequate documentation to demonstrate the proposed Equipment can be structurally accommodated on the proposed Pole or in the ROW. The Village shall approve permit applications that meet the criteria as set by Chapter 22, Article 14 of the Village's Municipal Code:

3.1. Licensee shall submit a site plan that shows detailed drawings, including the size, surface area, height, and specifications of proposed installation.

3.4. Licensee shall not install devices on an existing Pole that extend beyond 10' above the Pole's existing height.

3.5. Licensee shall install pole mounted Equipment at a minimum of 8' feet from the ground.

3.7. Licensee shall paint antennas, mounting hardware, and other devices to match or complement the Pole upon which they are being mounted.

3.8 Licensee ground-mounted equipment, if any, shall comply with screening and landscaping requirements found in Chapter 22, Article 14 of the Oak Park Village Code.

3.9. Licensee's antenna installations shall not exceed a height of ten (10) feet above the utility poles or wireless support structures on which they are collocated.

3.10 Licensee's antenna installations, when installed on new or replacement utility poles, shall not exceed the higher of:

a. ten (10) feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted, and that is located within three hundred (300) feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the Village. The Village may designate which intersecting right-of-way within three hundred (300) feet of the proposed utility pole or wireless support structure shall control the height limitation for such facility; or

b. forty-five (45) feet above ground level.

3.11. If Licensee proposes installation on a Pole that does not meet the structural requirements as deemed necessary by the Village, Licensee may elect to replace the Pole, upon mutual agreement of the Parties, including design at Licensee's cost.

3.12. The Village shall not require an application, approval, or permit, or require any fees or other charges, from Licensee, for:

i) routine maintenance; or

ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if Licensee notifies the Village at least ten (10) days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or

iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

4. **TERM.** The License granted by the Village to Licensee shall be for a period of five (5) years from the Effective Date of this Agreement as defined herein. This Agreement shall be renewed for three (3) successive five (5) year terms provided the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal and neither party makes a request not to renew the at least ninety (90) days prior to the expiration of the current term.

5. **PAYMENTS.** Payments due for the use of any Village Poles pursuant to this Agreement shall be an annual fee of \$200.00 per each Pole to which Licensee attaches its Equipment which shall be due on annual pro rata basis pursuant to Section 5.1 below

5.1. Any annual payments shall be due on or before December 31st during the License term while this License is in effect, with the first payment due upon, or prior to, the Effective Date of this Agreement. All payments shall be paid in lawful money of the United States of America in care of the Village Of Oak Park, 123 Madison Street, Oak Park, Illinois 60302, to the Village's Chief Financial Officer, or at such other place as is designed from time to time in writing by the Village.

5.2. If Licensee fails to make a payment by the due date and said failure shall be considered a default of this Agreement. Further, if a payment is thirty (30) or more days overdue, such overdue amount shall bear interest at the lower of 18% per annum or the highest legal rate which may be paid in the State of Illinois.

6. **USE OF VILLAGE ROWS AND POLES; MAINTENANCE.** Licensee shall comply with all applicable laws, ordinances, regulation and requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Oak Park Village Code in its use of the Village ROWs and Poles or the performance of any work pursuant to this Agreement. Maintenance of the Licensee's Equipment within the Village's ROWs or on its Poles shall be the responsibility of the Licensee. Licensee's Equipment shall be maintained in good and safe condition and in a manner that complies with all applicable federal, state and local law, regulations and policies. If Licensee fails to maintain the Poles or ROWs in which it has located its equipment, the Village reserves the right to enter upon and repair any and all damage to the Village ROWs and Poles, and if such damage is caused by Licensee or its contractors or subcontractors, then the actual, reasonable and documented cost of such repair shall be the responsibility of the Licensee.

7. **NON-EXCLUSIVE LICENSE.** The License and the grant of authority conferred by this Agreement are non-exclusive. The Licensee shall respect the rights and property of Village and other authorized users of streets, sidewalks, easements, power poles, street light poles, vaults, conduits and right-of-ways and adjacent property owners. Licensee's rights and privileges shall be subject to the rights and privileges of others upon whom the Village has conferred contractual rights, or privileges to use the Village's ROWs and Poles prior to the execution of this Agreement, or predecessors to this Agreement. The rights of any parties to which the Village confers any rights to use the Village's ROWS and Poles after Licensee, however, shall be subject to the rights of Licensee as set forth in this Agreement. No use of the Village's ROWs and Poles, however extended, or payment of fees, or other charges required under this Agreement, shall create or vest in Licensee any ownership of property rights in its Poles and ROWs. Licensee's rights herein shall remain a mere license.

8. **GENERAL RESTRICTIONS.** In the event the Village in its reasonable discretion deems it necessary to remove, relocate or replace a Pole or vacate a ROW, the Village shall

notify Licensee at least one hundred twenty (120) days prior of the need to remove or relocate its Equipment. In such event, the Village shall provide an option for an alternative location for Licensee to relocate its Equipment which shall be at a mutually agreeable location ("Alternative Premises"). Licensee shall be solely responsible for all costs related to the relocation of its Equipment to the Alternative Premises. In the event that Alternative Premises cannot be mutually agreed upon, Licensee may terminate its obligation to make payments to the Village for said location upon its removal of its Equipment. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, the Village shall provide as much notice as reasonably practical under the circumstances. The Village retains the right and privilege to cut or remove any Equipment located in the ROWs as the Village may determine to be necessary, appropriate, and useful in response to any public health or safety emergency. In the instance of a public health or safety emergency the Village shall have no obligation to reimburse the Licensee for the cost or restoration of the Equipment.

9. **ELECTRICAL.** Licensee shall be permitted to connect its Equipment to necessary electrical and telephone service at Licensee's expense. Licensee shall coordinate with utility companies to ensure separate service to Licensee's Equipment for Licensee use. In the event that Licensee can obtain separate electrical service with a separate meter measuring usage, the Licensee shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, Licensee may use existing service at Licensee's expense upon the Village's prior approval. In the event that Licensee uses existing utility service pursuant to the Village's approval, the Parties agree to either: i) attempt to have a submeter installed, at Licensee's expense, which shall monitor Licensee's utility usage (with a reading and subsequent bill for usage delivered to Licensee by either the applicable utility company or the Village); or ii) provide for an additional fee payable to the Village for Licensee's utility usage for the specific site.

9.1. **TEMPORARY POWER SOURCE.** Licensee shall be permitted at any time during the term of this Agreement to install, maintain and/or provide access to and use of, as necessary (during any power interruption), a temporary power source, and all related Equipment and appurtenances within the Village's ROWs or on its Poles, or elsewhere at such locations as reasonably approved by the Village. Licensee shall be permitted to connect the temporary power source to its Equipment in areas and in a manner approved by the Village.

10. **INTERFERENCE.** Licensee shall install Small Wireless Facilities of the type and frequency which will not cause harmful interference in accordance with the standard set forth in 50 ILCS 840/15(d)(6)(A). In the event any after-installed Licensee's Small Wireless Facilities causes such interference, and after the Village has notified Licensee in writing of such interference, Licensee shall take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Licensee's option, powering down such Equipment and later powering up such Equipment for intermittent testing.

11. RESTORATION OF ROWS. Within thirty (30) days after initial construction operations have been completed or after repair, relocation or removal of any of Licensee's Equipment, Licensee shall grade and restore all areas of the Village's ROWs, Poles, or other property disturbed or damaged by construction operations to the same or better condition to that which existed prior to the work. All disturbed or damaged grass areas shall be restored with sod.

11.1. In the event Licensee fails, in a timely manner, to restore any the Village's ROWs, Poles, or other property, the Village may make or cause to be made such restoration or repairs upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village, or demand payment from the security posted by the Licensee, which payment must be received by the Village within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village.

11.2. If Licensee fails to make a payment pursuant to Section 11.1 above or Section 11.3 below by the due date, said failure shall be considered a default of this Agreement, and Village may seek its remedies under Section 19. Further, if such a payment thirty (30)(45) or more days overdue, such overdue amount shall bear interest at the lower of 18% per annum or the highest legal rate which may be paid in the State of Illinois.

11.3. In the event that the Licensee fails to properly restore the Village's ROWs or other property or repair any damage caused to areas outside the boundaries within thirty (30) days of the effective date of the written notice from the Village demanding the repair, the Village shall have the right to take such action as it deems necessary to perform the restoration work or repair the damage, including the authority to engage the services of an independent contractor and to utilize the restoration bond deposited with Village pursuant to Section 5. If the costs and expenses incurred by the Village in performing the restoration or repair work exceeds the amount of the restoration bond deposited with the Village the Licensee shall be responsible for reimbursing the Village for the additional costs and expenses in excess of the amount deposited within thirty (30) days of service of the Village's written demand of service.

12. DAMAGE TO LICENSEE'S SYSTEM. Unless directly and proximately caused by the willful, intentional or malicious acts of the Village, the Village shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's Equipment located in the Village's ROWs or on the Village's Poles.

13. LICENSEE FORM OF BUSINESS DISCLOSURE. Licensee agrees to complete and maintain on file with the Village a current Disclosure Affidavit, attached as Exhibit B to this Agreement.

14. **NO TRANSFER OR ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this Agreement or any interest herein without the prior written consent of the Village, which will not be reasonably withheld or delayed; provided, however, this Agreement may be assigned by the Licensee without consent to an affiliate, or to a successor in connection with a merger, reorganization or sale of all or substantially all of Licensee's assets or ownership.

15. **SUBLICENSING.** The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Facilities deployed by Licensee in the Rights-of-Way pursuant to this Agreement may be owned and/or operated by Licensee's third-party wireless carrier customers ("Carriers") and installed and maintained by Licensee pursuant to license agreements between Licensee and such Carriers. Such Facilities shall be treated as Licensee's Facilities for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under the Agreement with respect to such Facilities; (ii) Licensee shall remain Licensors' sole point of contact regarding such Facilities; and (iii) Licensee shall have the right to remove and relocate the Facilities.

16. **INDEMNITY/HOLD HARMLESS.** To the fullest extent permitted by law, Licensee shall defend, indemnify, keep and hold harmless the Village and its officials, officers, employees, volunteers and agents ("Village Indemnitees") from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees ("Losses"), which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the Licensee's Equipment located in the Village's ROWs or on its Poles or Licensee's use of the Village's ROWs or its Poles, and in providing or offering service through the use of Licensee's Equipment, except to the extent such Losses arise from the negligence or intentional misconduct of the Village Indemnitees.

16.1. Licensee shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village and its officials, officers, employees, volunteers and agents in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Licensee to indemnify the Village for its own negligence or intentional misconduct.

16.2. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder.

17. **GENERAL LIMITATION.** Neither party will be liable under this Agreement for consequential or punitive damages or lost profits pursuant to any cause of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if the party was or should have been aware of the possibility of these damages. Any fees required to be paid by Licensee to the Village pursuant to this Agreement shall not be included under this Section 17.

18. **INSURANCE.** Licensee shall maintain, at its own expense, the following minimum levels of insurance until all of its Equipment is removed from the Village's ROWs or Poles and the and the ROW's and Poles have been properly restored as required herein:

18.1. Workers' Compensation – Statutory limits in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees of Licensee, and.

18.2. Employers Liability - \$1,000,000 each accident/ and \$1,000,000 disease-each employee/\$1,000,000 disease-policy limit;

18.3. Commercial General Liability, including premises, operations, explosion, collapse, and underground hazard (commonly referred to as "X", "C", and "U" coverages), contracts liability and products-completed operations coverage with limits of:

18.3.1. Five million dollars (\$5,000,000) for bodily injury (including death) and property damage;

and

18.3.3. Five million dollars (\$5,000,000) general aggregate

18.4. Automobile Liability for all owned, hired and non-owned automobiles - \$2,000,000 combined single limit each accident for bodily injury and property damage. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other Equipment required to be licensed, covering personal injury, bodily injury and property damage.

18.5. Umbrella, each occurrence/aggregate in the amount of \$4,000,000.00.

18.6. Licensee shall require all contractors and subcontractors to obtain and maintain substantially the same coverage as required of Licensee

18.7. Prior to commencing work on the System described herein, Licensee shall furnish the Village with the appropriate Certificates of Insurance, and blanket additional insured. Licensee shall have its Commercial General Liability and Automobile Liability required herein endorsed to include the "Village of Oak Park, its officers, officials,

agents, volunteers and employees” as additional insureds as their interest may appear under this agreement. Such insurance afforded to the Village shall be primary and non-contributory and shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, volunteers and employees.

18.8. Workers’ compensation coverage shall include a waiver of subrogation against the Village and its officers, officials, employees and volunteers. Licensee further waives and shall require its insurer(s) to waive their rights of subrogation against the Village and its officers, officials, employees and volunteers.

18.9. All insurance provided pursuant to this section shall be effective under valid and enforceable policies, issued by insurers legally able to conduct business with Licensee in the State of Illinois. All insurance carriers shall be rated A or better, and of a class size “VII” or higher by A.M. Best Company.

18.10. Upon receipt of notice from its insurer(s) Licensee shall provide the Village with thirty (30) days prior written notice of cancellation when the insurer cancels for any reason other than non-payment of premium to the Village. Renewal certificates shall be provided to the Village with five (5) days of the expiration date of any of the required policies. All certificates of insurance shall be in a form reasonably acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The.

19. **SECURITY.** At the time of this Agreement becomes effective, Licensee shall furnish to the Village either (1) a bond in the amount of Fifty-Thousand Dollars (\$50,000.00), in a form and with a surety acceptable to the Village, or (2) an irrevocable letter of credit in the amount of Fifty-Thousand Dollars (\$50,000.00), in a form acceptable to the Village and from a financial institution insured by the Federal Deposit Insurance Corporation, to guarantee the payment of all sums which may at any time become due from Licensee to the Village under the terms of this Agreement (except such sums as are covered by the insurance provided under Section 16), including, but not limited to, sums due for annual license fees or work performed for the benefit of Licensee under this Agreement and for the removal of Equipment upon termination of this Agreement. Such bond or irrevocable letter of credit shall be kept in force in the full sum of Fifty-Thousand Dollars (\$50,000.00) during the life of this Agreement, without any reduction for payment or payments made thereunder, except that the sum shall be reduced by any payment or payments made on the final termination of this Agreement. The amount of the bond or irrevocable letter of credit may be renegotiated, adjusted, waived or some other arrangement substituted therefore, only by mutual written agreement of the Village and Licensee.

20. **TERMINATION.** Licensee may terminate this Agreement or any individual site License by giving written notice pursuant to Section 32 to the Village specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.

20.1. This Agreement may be terminated by the Village for the following reasons described in this Section 20, in addition to those set forth herein, following written notice by the Village to Licensee specifying the default and a period of not less than 30 days following the receipt of written notice from the Village for Licensee to cure the default, provided that Licensee shall have an extended period of time, not to exceed 90 days, if Licensee has commenced the cure and diligently pursued such cure to completion. If Licensee fails to cure the default within the time frame set forth in this Section 20.1, then the Agreement shall terminate.

20.1.1. A breach or default of the terms of this Agreement

20.1.2. The failure of Licensee to comply with all applicable local, State and Federal laws, rules, regulations in any way governing or applying to Licensee's System.

20.1.3. Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in seeking this Agreement or in any permit application.

20.1.4. Construction of its System contrary to the plans and specifications approved by the Village.

20.1.5. Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

20.1.6. Licensee transfers this License without Village approval as required herein.

20.1.7. Licensee ceases its business operations, or otherwise abandons the System, unless such abandonment is temporary due to events beyond the reasonable control of Licensee.

20.1.8. Licensee's physical presence or presence of Licensee's System on, over, above, along, upon, under, across or within the ROWs presents a direct or imminent threat to the public health, safety or welfare.

20.1.9. Failure to provide the required traffic control; and to respond to requests from the Village to correct such deficiencies within a reasonable time.

20.2. Upon the termination of this License, whether by either party and for whatever reason, Licensee shall remove Licensee's System from the Village's ROWs within ninety (90) days of such termination, and shall perform all restoration work to the ROWs as required this Agreement, the Village Code and Village policies.

21. DEFAULT/BREACH.

21.1. In the event of Licensee's default in any material obligation under this Agreement, in addition to all other legal and equitable remedies it may have, the Village may:

21.1.1. Require the obligation be fulfilled, in which event, in each such instance, Licensee shall be obligated to reimburse the Village for the cost thereof; or

21.1.2. Subject to Licensee's opportunity to cure set forth in Section 21.2 below, if the obligation cannot be remedied, terminate Licensee's use of particular Poles or ROWs involved in or affected by the default.

21.2. After service of written notice of a default or breach by the Village to Licensee, the Licensee shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed ninety (90) days, as may be required beyond the thirty (30) days if the Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the Licensee subsequent to the 30 day cure period, as potentially extended to ninety (90) days based on circumstances.

22. **CASUALTY.** In the event of damage by fire or other casualty to a Pole or ROW that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or ROW is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Pole or ROW for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided the Village has not completed the restoration required to permit Licensee to resume its operation at the ROW or Pole, terminate this Agreement for said location upon fifteen (15) days prior written notice to the Village. Notwithstanding the foregoing, the payment due for said location shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the ROW or Pole is impaired.

23. **REMOVAL AT END OF TERM.** Licensee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination, remove its Equipment and restore the Pole, ROW or other property to its original condition, reasonable wear and tear and casualty damage not caused by Licensee excepted. The Village agrees and acknowledges that all of the Equipment of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Licensee to remain in the ROW or on the Pole after termination of this Agreement, Licensee shall make payment(s) at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the Equipment is completed.

24. **RIGHTS UPON SALE.** Should the Village, at any time during the term of this Agreement decide to sell or transfer all or any part of its ROW or its Poles, such sale or transfer shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Licensee's rights hereunder and under the terms of this Agreement.

25. **APPLICABLE LAWS; RIGHTS UNDER EXISTING LAWS, CHANGE OF LAW.** During the Term, the Village shall maintain its ROWs or Poles and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). Licensee shall, in respect to the condition of the ROWs and Poles and at Licensee's sole cost and expense, comply with (a) all Laws relating solely to Licensee's specific and unique nature of use of the ROW or Pole; and (b) all building codes requiring modifications to the ROW or Pole due to the improvements being made by Licensee in the ROW or Pole. It shall be the Village's obligation to comply with all Laws relating to the ROW or Pole in general, without regard to specific use (including, without limitation, modifications required to enable Licensee to obtain all necessary building permits).

This Agreement is not intended to in any way limit or waive either Party's present or future rights under applicable state and federal law. If any law sets forth a term or provision that is inconsistent with or different than this Agreement, or a state or federal law is superseded, preempted, adopted, amended or repealed in a manner that is binding on the Parties, then the Parties agree to promptly amend the Agreement to effect the term or provision set forth under the law.

26. **ENTIRE AGREEMENT.** This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

27. **SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

28. **NON-WAIVER OF RIGHTS.** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

29. **AMENDMENTS.** This Agreement represents the entire agreement between the parties. No oral changes or modifications of this Agreement shall be permitted or allowed. There are no covenants, promises, agreements, conditions or understandings between the

parties, either oral or written, other than those contained in this Agreement. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the Village.

30. **SEVERABILITY.** In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

31. **GOVERNING LAW; VENUE.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The venue for any dispute between the parties shall be Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

32. **TAXES.** Nothing contained in this Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment which is or may be hereafter lawfully imposed, and Licensee shall be responsible for the payment of any taxes assessed relative to its use of the Village's Poles or ROWs or its operation of the System.

33. **NO WAIVER.** The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

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:

Chicago SMSA Limited Partnership d/b/a
Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention Network - Real Estate

With a copy to:

Chicago SMSA Limited Partnership d/b/a
Verizon Wireless
1515 E Woodfield Road
10th Floor
Schaumburg, IL 60173
Attention Network - Legal

24/7 emergency contact number:
(800)621-2622

34.1. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

35. **BINDING AUTHORITY.** The individuals executing this Agreement on behalf of the Licensee and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

36. **SUCCESSORS AND ASSIGNS.** The Village and the Licensee each bind themselves and their partners, successors, executors, administrators, successors, personal representatives, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Licensee shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Licensee.

37. **HEADINGS AND TITLES.** The headings or titles of any provisions or sections of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

38. **COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.** This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original as long as it represents a true copy.

39. **NO RECORDING.** Licensee shall not record this Agreement or any other document referred to herein without the written consent of the Village.

40. **EFFECTIVE DATE.** As used in this Agreement, the Effective Date of this Agreement shall be the last date of its execution by one of the Parties as reflected below.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
- SIGNATURE PAGE FOLLOWS]**

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

SMSA LIMITED PARTNERSHIP

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2019

Date: _____, 2019

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 2019

Date: _____, 2019

EXHIBIT A

Polygon Name	Pole type	Pole Type	Category	Pole Owner	Jurisdiction	R.O.W.	Street/intersection
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	IDOT	Harlem / Thomas
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	IDOT	Harlem / Miller
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	IDOT	Harlem / Paulina
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	IDOT	Harlem / Chicago
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	IDOT	Harlem / Erie
Oak Park A	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	IDOT	North / Edmer
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	V.O. Oak Park	Lake / Linden
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	V.O. Oak Park	Lake / Euclid
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	V.O. Oak Park	Lake / Grove
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	V.O. Oak Park	Lake / Marion
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	IDOT	Harlem / Madison
Oak Park A	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	V.O. Oak Park	Lake / Scoville
Oak Park A	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	V.O. Oak Park	Lake / Ridgeland
Oak Park A	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	V.O. Oak Park	Lake / Harvey
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	IDOT	Washington / Maple
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	IDOT	Washington/ Pennsylvania
Oak Park A	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	V.O. Oak Park	Lake / Lombard
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	IDOT	Washington / Clinton
Oak Park A	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	V.O. Oak Park	Lake / Taylor
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	IDOT	Washington / Kenilworth
Oak Park B	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	IDOT	Harlem / Filmore
Oak Park A	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	IDOT	Ridgeland / Garfield
Oak Park A	Street Light	Metal	Std. Alum.	V.O. Oak Park	V.O. Oak Park	V.O. Oak Park	Austin / I-290
Oak Park A	Street Light	Metal	Std. Alum. w/Acorn side Light	V.O. Oak Park	V.O. Oak Park	V.O. Oak Park	Austin / Division
Oak Park A	Street Light	Metal	Std. Alum. w/Acorn side Light	V.O. Oak Park	V.O. Oak Park	V.O. Oak Park	Austin / Ontario
Oak Park A	Street Light	Metal	Std. Alum. w/Acorn side Light	V.O. Oak Park	V.O. Oak Park	V.O. Oak Park	Austin / Harris

EXHIBIT B

(NOTE: This Affidavit must be completely filled out and signed by the Licensee or a determination that the contract is exempt from any section must be obtained.)

I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. **SMSA LIMITED PARTNERSHIP** (hereafter "Licensee") is a:

(Place mark in front of appropriate type of business)

_____ Corporation (if a C-Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Individual Proprietorship (if an individual, complete D)

_____ Limited Liability Corporation (if an LLC, Complete C)

B. CORPORATION

The State of incorporation is:

The Registered agent of the corporation in Illinois is:

The Corporate Officers are as follows:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows:

D. INDIVIDUAL PROPRIETORSHIP

The business address is:

Telephone: _____

My home address is:

Telephone: _____

- E. Under penalty of perjury
Certifies that _____ is its correct Federal Taxpayer
Identification Number or in the case of an individual or sole
proprietorship, Social Security Number.

By: _____

Its: _____

Subscribed and sworn to before me this _____ day of _____,
20____.

Notary Public