

**AGENDA  
VILLAGE OF DEERFIELD  
CABLE & TELECOMMUNICATIONS COMMISSION**

Tuesday, January 23, 2018  
7:00 PM  
Community Conference Room

- I.** CALL TO ORDER– 7:00 PM
  
- II.** APPROVAL OF MINUTES
  - A. July 18, 2017
  
- III.** PUBLIC COMMENT
  
- IV.** AT&T LEASE AGREEMENT REVIEW/DISCUSSION
  - A. First Amendment to Communications Tower Lease Agreement
  
- V.** CROWN CASTLE GROUND LEASE EXTENSION
  
- VI.** RIGHT-OF-WAY CONSTRUCTION STANDARDS (SMALL CELL MODIFICATIONS)  
– To be Distributed
  
- VII.** OTHER ITEMS FOR DISCUSSION
  
- VIII.** ADJOURNMENT

Next Meeting Date – TBD

**DRAFT MEETING MINUTES  
CABLE AND TELECOMMUNICATIONS COMMISSION  
July 18, 2017**

The Cable and Telecommunications Commission met in the Community Conference Room of the Village Hall at 7:00 p.m. on Tuesday, July 18, 2017. In attendance were:

Present:

Steven Robinson, Chair  
John Chaput  
Neil Charak  
Greg Lapin  
Andrew Richter  
John Sanner

Absent:

Alan Barasky  
Adam Simon  
Ken Urbaszewski

Also Present:

Andrew Lichterman, Assistant Village Manager

**Introductions**

Chairman Robinson welcomed new Commissioner Andrew Richter. Mr. Richter reported that he graduated from Deerfield High School in 1998, went to college in St. Louis and has now moved back to Deerfield and started his own family. He is a professional appraiser and works out of offices on Lake Cook Road.

**Minutes**

A motion to approve the minutes from the May 30, 2017 meeting was made by Commissioner Lapin and seconded by Commissioner Chaput. The motion passed unanimously and the minutes were approved as amended.

**Public Comment**

There was no one present for public comment.

**AT&T Lease Negotiation Discussion**

Chairman Robinson summarized past negotiation discussions and reported that a counter proposal was sent to AT&T. The counter proposal noted that the Commission would not entertain lease negotiations unless AT&T agreed to a 10-year term commencing December 22, 2019 with annual CPI rent increases. The Village stated that only after those terms were agreed to would we begin discussing the economics of a new lease agreement.

Chairman Robinson reported that AT&T has since agreed to the Village's terms and after some further negotiation AT&T is offering an initial rent of \$38,000 with a 3% annual escalator.

Mr. Lichterman noted that AT&T is currently on the monopole at the height of 87 feet, which is the lowest location on the monopole.

Commissioner Lapin noted that proposed Senate Bill 1451 is a concern as it limits municipalities' ability to regulate small cell sites including restrictions on permit fees. Commissioner Lapin also expressed concern with paragraph 6 regarding Emergency 911 Service. He inquired if this paragraph would allow AT&T to install back batteries or generators and perhaps expand their footprint without paying additional rent to the Village. He noted the language may be too broad and he would prefer mandating a backup battery as that would be less impactful than a generator. Commissioner Chaput noted that he also has concerns with the language in paragraph 6 if it allows the carrier to expand without paying additional rent. Chairman Robinson suggested asking the attorney to review the paragraph to determine if the language is too broad.

Commissioner Richter expressed concern with paragraph 9 regarding Rental Stream Offer. He wants to ensure that the right to first refusal noted in paragraph 9 does not contradict with other leases currently in place.

The Commission members discussed the concept of a one-time signing bonus to cover the attorney fees related to these lease negotiations.

#### *Motion*

Commissioner Charak made a motion to accept the economic terms with the addition of a one-time signing bonus to cover attorney fees. Commissioner Richter seconded the motion.

#### *Discussion*

Chairman Robinson confirmed that the intent is for the Village Attorney to also review and clarify paragraphs 6 and 9 as well. The Commission agreed that this is the intent and that if after the attorney reviews the language the Chairman agrees with the direction of the attorney then there is no need to reconvene a meeting.

#### *Roll Call*

Ayes: Robinson, Chaput, Charak, Lapin, Richter, Sanner

Nays: None

The motion was approved unanimously.

#### **Adjournment**

Commissioner Charak made a motion to adjourn. The motion was seconded by Commissioner Lapin. The motion was unanimously approved. The meeting was adjourned at 8:04 PM.

Respectfully submitted,  
Andrew S. Lichterman  
Assistant Village Manager

## Andrew Lichterman

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**From:** Wendy Santiago <wsantiago@md7.com>  
**Sent:** Tuesday, October 24, 2017 2:14 PM  
**To:** Andrew Lichterman  
**Subject:** PLEASE REVIEW AND RESPOND - FA: 10006369 | LeaseID: 129657 | Name: IL0446/Dt Deerfield | Mkt: IL / WI  
**Attachments:** 10006369 - First Amendment - 2017-10-24.docx

Hi Andrew,

I was finally able to get the attached First Amendment approved for execution, with nearly all of the Village's requested changes, including the signing bonus. The only modification AT&T is requesting is to change the initial term to five years. Please confirm that we can proceed with this change, and I will get these executable documents sent back out.

Respectfully,

 **Wendy Y. Santiago**  
d: 858.799.0346 m: 858.799.7850  
e: [wsantiago@md7.com](mailto:wsantiago@md7.com)

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**From:** Andrew Lichterman [mailto:[alichterman@deerfield.il.us](mailto:alichterman@deerfield.il.us)]  
**Sent:** Thursday, September 28, 2017 5:39 PM  
**To:** Wendy Santiago <wsantiago@md7.com>  
**Subject:** Re: Village of Deerfield-AT&T First Amendment FA: 10006369 | LeaseID: 129657 | Name: IL0446/Dt Deerfield | Mkt: IL / WI

We can agree to 90 days. They should review and respond with what is most important and again I can make our Attorney available for a conversation if that would help them understand our concerns.

Andrew S. Lichterman  
Assistant Village Manager  
Village of Deerfield  
850 Waukegan Rd.  
Deerfield, IL 60015  
847.719.7403

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**From:** Wendy Santiago <[wsantiago@md7.com](mailto:wsantiago@md7.com)>  
**Sent:** Thursday, September 28, 2017 7:30:11 PM  
**To:** Andrew Lichterman  
**Subject:** RE: Village of Deerfield-AT&T First Amendment FA: 10006369 | LeaseID: 129657 | Name: IL0446/Dt Deerfield | Mkt: IL / WI

Hi Andrew,

After looking at the redlines you sent, I don't feel very confident that they will get approved. Again, AT&T agreed to the terms a whole, not just the financial terms.

However, even I could get them to approve the removal of all of the standard provisions Landlord said nothing about until this final stage, and the additional language redlines, while keeping the \$5k signing bonus (when the average signing bonus is \$1500, and rarely granted), they cannot approve the payment of the signing fee to be paid in 7 days. They need the 90 days to process and make these payments. If Landlord can agree to at least that, I will do my best to get these redlines approved, and push to keep the full amount of the signing bonus.

Respectfully,



Wendy Y. Santiago

d: 858.799.0346 m: 858.799.7850

e: [wsantiago@md7.com](mailto:wsantiago@md7.com)

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**From:** Andrew Lichterman [<mailto:alichterman@deerfield.il.us>]

**Sent:** Wednesday, September 27, 2017 2:27 PM

**To:** Wendy Santiago <[wsantiago@md7.com](mailto:wsantiago@md7.com)>

**Subject:** Village of Deerfield-AT&T First Amendment FA: 10006369 | LeaseID: 129657 | Name: IL0446/Dt Deerfield | Mkt: IL / WI

Hello Wendy:

Enclosed are the changes from the Village of Deerfield for the First Amendment to the AT&T Lease. Please let me know if we have an agreement to move forward and present the First Amendment to the Village Board of Trustees for approval. If you require additional discussions regarding the language changes to the Lease, we can arrange for your legal department to have discussions directly with the Village Attorney.

Thank you,  
Andrew

Andrew S. Lichterman  
Assistant Village Manager  
Village of Deerfield  
850 Waukegan Rd.  
Deerfield, IL 60015  
847.719.7403



THE VILLAGE OF  
DEERFIELD

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**From:** Andrew Lichterman

**Sent:** Wednesday, September 27, 2017 1:54 PM

**To:** 'Wendy Santiago' <[wsantiago@md7.com](mailto:wsantiago@md7.com)>

**Subject:** RE: EXECUTABLE LEASE DOCUMENTS EN ROUTE - FA: 10006369 | LeaseID: 129657 | Name: IL0446/Dt Deerfield | Mkt: IL / WI

I will send you the tracked changes today. We only agreed to economic terms, as I said before the First Amendment was under attorney review. If we were unable to agree to economic terms then the Village wasn't going to spend time and money reviewing the language of a First Amendment.

Andrew S. Lichterman  
Assistant Village Manager  
Village of Deerfield

Cell Site No.: IL0446  
Cell Site Name: DOWNTOWN DEERFIELD  
Fixed Asset No.: 10006369  
Market: IL / WI  
Address: 850 Waukegan Road

## FIRST AMENDMENT TO COMMUNICATIONS TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS TOWER LEASE AGREEMENT ("First Amendment") dated as of the later date below is by and between the Village of Deerfield, an Illinois municipal corporation, having a mailing address at 850 Waukegan Road, Deerfield, IL 60015 (hereinafter referred to as "Village" or "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "Lessee").

WHEREAS, Village and Lessee entered into a Communications Tower Lease Agreement dated January 11, 2010 (hereinafter the "Lease"), whereby Village leased to Lessee certain Leasehold Premises, therein described, that are a portion of the Property located at 850 Waukegan Road, Deerfield, IL 60015; and

WHEREAS, Village and Lessee desire to extend the term of the Lease; and

WHEREAS, Village and Lessee desire to modify, as set forth herein, the Rent (as defined below) payable under the Lease; and

WHEREAS, Village and Lessee desire to amend the Lease to clarify the scope of Lessee's permitted use of the Leasehold Premises; and

WHEREAS, Village and Lessee desire to amend the Lease to provide Lessee the right to enlarge the Leasehold Premises; and

WHEREAS, Village and Lessee, in their mutual interest, further wish to amend the Lease as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Village and Lessee agree as follows:

1. **Term.** The term of the Lease shall be amended to provide that the Lease has a new initial term of ten (10) years ("New Initial Term"), commencing on December 22, 2019 ("New Term Commencement Date"). As of such New Term Commencement Date, all remaining renewal terms in the Lease except as set forth herein shall be void and of no further force and consequence. The Lease will be automatically renewed for up to five (5) additional sixty (60) month terms (each an "Extension Term") upon the same terms and conditions of the Lease, as amended herein, without further action by Lessee, unless Lessee notifies Village in writing of Lessee's intention not to renew the Lease at least sixty (60) days prior to the expiration of the New Initial Term and the then current Extension Term. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term. Village agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Lessee may continue to use and exercise its rights under the Lease as permitted prior to the New Initial Term.

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Cell Site Name: DOWNTOWN DEERFIELD  
Fixed Asset No.: 10006369  
Market: IL / WI  
Address: 850 Waukegan Road

2. **Modification of Rent.** Effective on the New Term Commencement Date Commencing on December 22, 2019, the rent payable under the Lease shall be Thirty-Eight Thousand and No/100 Dollars (\$38,000.00) per year (the "Rent"), and shall continue during the Term, subject to adjustment, if any, as provided below. Except as otherwise provided by this First Amendment, the provisions of Section 2.12 (RENT) of the Lease shall remain in full force and effect.

3. **Future Rent Increase / Annual Payments.** ~~The Lease is amended to provide that commencing on December 22, 2020, Rent shall increase by three percent (3%) over the Rent paid during the previous year.~~ Effective on each anniversary of the New Term Commencement Date, Rent for the coming Lease Year shall be increased by an amount equal to three percent (3%) of the Rent payable for the immediate preceding Lease Year.

~~4. **Expansion of Permitted Use.** Lessee, its personnel, invitees, contractors, agents, sublessees, or its authorized sublessees, or assigns may use the Leasehold Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and, with prior written notice to Village, to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon (collectively, "Communications Facility"), or relocate the same within the Leasehold Premises at any time during the term of this Lease for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Before Lessee commences any modification which increase the structural load on the tower/structure, Lessee shall provide Village with a passing structural analysis. Village shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Village does not comply with the terms of this section, in addition to any other rights it may have at law, Lessee may terminate this Lease and shall have no further liability to Village. If Village does not comply with the terms of this section, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Village's default and to deduct the costs of such cure from any monies due to Village from Lessee.~~

~~5. **Expansion of the Leasehold Premises.** Village grants, to the extent practicable and on a space available basis, the Lessee the right to enlarge the Leasehold Premises or the Village shall make space available on the Property for Lessee so that Lessee or its authorized sublessees may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communications Facility or to any equipment related thereto, or for any other reasons, as determined by Lessee in its sole discretion. Should Lessee exercise the right to expand the Leasehold Premises, Lessee will pay and Village will accept as additional Rent under the Lease an amount equal to the then current Rent calculated on a per square foot basis as multiplied by each additional square foot added to the Leasehold Premises. Upon notice to Village, a description and/or depiction of the modified Leasehold Premises ground will become part of the Lease without any additional action on the part of Lessee and Village; however, at the request of Lessee, the parties will execute a Memorandum of Lease in recordable form memorializing the modification of the ground space of Village's Property, which either party may record at its option.~~

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Fixed Asset No.: 10006369  
Market: IL / WI  
Address: 850 Waukegan Road

6.4. Acknowledgement. Village acknowledges that: 1) this First Amendment is entered into of the Village's free will and volition; 2) Village has read and understands this First Amendment and the underlying Lease and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Village's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Village has been advised and is informed that should Village not enter into this First Amendment, the underlying Lease between Village and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

7.5. Notices. Paragraph 3.3 of the Lease is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site # IL0446  
Cell Site Name DOWNTOWN DEERFIELD (IL); Fixed Asset No.: 10006369  
575 Morosgo Drive  
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site # IL0446  
Cell Site Name DOWNTOWN DEERFIELD (IL); Fixed Asset No: 10006369  
208 S. Akard Street  
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Village:

Village of Deerfield  
850 Waukegan Road  
Deerfield, IL 60015

Cell Site No.: IL0446  
Cell Site Name: DOWNTOWN DEERFIELD  
Fixed Asset No.: 10006369  
Market: IL / WI  
Address: 850 Waukegan Road

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

~~8. **Rental Stream Offer.** If at any time after the date of this First Amendment, Village receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with the Lease ("**Rental Stream Offer**"), Village shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Village within the ninety (90) day period, Village may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of the Lease. If Village attempts to assign or transfer Rent payments without complying with this Paragraph, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under the Lease and reserves the right to hold payments due under the Lease until Village complies with this Paragraph.~~

9-6. **Charges.** Except as otherwise provided by sections 2.13 (UTILITY SERVICE TO LEASEHOLD PREMISES) and 3.7 (TAXES) of the Lease, All charges payable under the Lease such as utilities and taxes shall be billed by Village within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Village, and shall not be payable by Lessee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Village. The provisions of this subsection shall survive the termination or expiration of the Lease.

~~10. **One-Time Payment.** In consideration of Village's execution of this First Amendment Lessee agrees to pay Village the sum of Five Thousand and No/100 Dollars (\$5,000.00) as a one-time payment (the "One-Time Payment"), payable within ~~ninety-seven (907)~~ days after the date that this full execution of this First Amendment is approved by the Village Board of Trustees, for consultant, legal, and personnel fees. ~~In the event that this First Amendment and any applicable memorandum of amendment are not executed (and notarized, where applicable) by both Village and Lessee for any reason, Lessee shall have no obligation to pay the One-Time Payment to Village.~~~~

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7. ~~11-8.~~ **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

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12-9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease ~~otherwise~~ is unmodified and remains in full force and effect, including but not limited to, sections 2.24 (INDEMNIFICATION), 2.25 (INSURANCE), and 2.26 (LIMITATIONS OF LIABILITY) of the Lease as those provisions

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| may pertain to paragraph 5 of this First Amendment. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

~~13.10~~. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: IL0446  
Cell Site Name: DOWNTOWN DEERFIELD  
Fixed Asset No.: 10006369  
Market: IL / WI  
Address: 850 Waukegan Road

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.

VILLAGE:  
Village of Deerfield,  
an Illinois municipal corporation

LESSEE:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

## Andrew Lichterman

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**From:** Dinning, Patricia <Patricia.Dinning@crowncastle.com>  
**Sent:** Wednesday, October 18, 2017 8:47 AM  
**To:** Andrew Lichterman; Eric Burk  
**Subject:** Ground Lease Extension Deerfield, IL - Northbrook (Lake Cook) #817279  
**Attachments:** 817279 Deerfield, IL Term Extension.pdf

Good morning Andrew and Eric,

It was good to talk with you both yesterday.

Attached is the term letter we spoke about that outlines the changes that will appear in the amendment.

Below is a summary;

- Add six 5-year options to the existing terms.
  - The additional term is critical in attracting new sub-tenants to the site.
  - Additional subtenants is the fastest way to increase the Village's revenue.
- The existing 75% revenue share will continue on all tenants on the tower.
- Competitor Right of First Refusal.
  - If another wireless telecommunications person or entity makes you an offer to buy your interest in the lease or property, you would provide us the opportunity to meet those terms and purchase it directly from you. We prefer to keep our relationship directly with you our landlord, not an unknown third party.
- The existing Business Summary Affidavit will remain in place, received once annually.
  - You can reach the Landowners Help Desk at: [LOHD@CrownCastle.com](mailto:LOHD@CrownCastle.com); 1-866-482-8990
- **\$17,000 bonus** – as appreciation for working with us on the additional term, right of first refusal and to cover any legal fees.
- Crown Castle will prepare the corresponding Amendment to Lease at our cost including any necessary title/survey work.

Once you and your team have had a chance to review, please let me know if you need any additional information. If the above changes are acceptable, please sign the attached letter or simply reply to this email and I will submit to our property committee for approval and have our legal department start drafting the corresponding Amendment to Lease for your review, final approval and execution.

Thanks for all your help with this project.

*Pat*

**PATRICIA L. DINNING, CCIM**  
Government Site Lease Specialist  
T. 941-309-1614  
[Patricia.Dinning@CrownCastle.com](mailto:Patricia.Dinning@CrownCastle.com)



**Crown Castle**  
301 North Cattlemen Road, Ste 200  
Sarasota, FL 34232

Tel: 941.309-1614  
[Patricia.Dinning@CrownCastle.com](mailto:Patricia.Dinning@CrownCastle.com)  
[www.crowncastle.com](http://www.crowncastle.com)

October 18, 2017

Sent via e-mail to: [alichterman@deerfield.il.us](mailto:alichterman@deerfield.il.us);  
[eburk@deerfield.il.us](mailto:eburk@deerfield.il.us)

Phone: 847.719.7403

Village of Deerfield  
Andrew S. Lichterman  
Assistant Village Manager  
Deerfield, IL

RE: Business Unit #817279  
Site Name: Northbrook (Lake Cook)

Current Lease: By and between Crown Castle GT Company LLC ("Lessee") and the Village of Deerfield, Illinois ("Lessor"), for a 5,625 square foot leased area upon which a cell tower has been erected.

Revised Lease terms:

1. The Lease currently provides for zero (0) remaining five (5) year renewal terms. That Lease section will be amended to provide that the remaining term of the Lease will be extended by an additional six (6), five (5) year automatic renewal terms. The new final Lease expiration date will be June 30, 2056.
3. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Property.
4. Lessee will pay to Lessor a one-time amount of Seventeen Thousand Dollars (\$17,000.00) for the full execution of the Lease Amendment within sixty (60) days of the full execution of the Lease Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.
5. All other Lease terms will remain the unchanged.

Upon receipt of this document evidencing Lessor's acceptance of the revised Lease terms herein, Lessee shall submit these terms to its property committee. Upon approval by its property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this document. In connection therewith, the parties acknowledge and agree that this document is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of a satisfactory Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay. Neither party will be bound by the terms set forth herein until the Lease Amendment is fully executed.

If this document accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to Lessee via e-mail to [Patricia.Dinning@CrownCastle.com](mailto:Patricia.Dinning@CrownCastle.com).

Lessor:  
Village of Deerfield  
Deerfield, Illinois

\_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
Print Name

Lessee:  
Crown Castle GT Company LLC

\_\_\_\_\_  
Rhonda Lullo, Land Acquisition Manager

Dated: \_\_\_\_\_