

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

Tuesday, July 19, 2022  
7:00 PM  
Village Hall Community Conference Room

- I.** CALL TO ORDER 7:00 PM
- II.** APPROVAL OF MINUTES
  - A. May 3, 2022
- III.** PUBLIC COMMENT
- IV.** NORTSHORE GAS MONOPOLE LICENSING AGREEMENT
- V.** CROWN CASTLE MONOPOLE AUDIT
- VI.** OTHER ITEMS FOR DISCUSSION
- VII.** ADJOURNMENT

Next Meeting Date – TBD

**DRAFT MEETING MINUTES  
CABLE AND TELECOMMUNICATIONS COMMISSION  
May 3, 2022**

The Cable and Telecommunications Commission met in the Community Conference Room of the Village Hall at 7:00 p.m. on Tuesday, May 3, 2022. In attendance were:

Present:

Steven Robinson, Chair  
Alan Barasky  
Paul Davidson  
Greg Lapin  
Adam Simon  
Ken Urbaszewski

Absent:

JR Bailey  
John Chaput  
Neil Charak

Also Present:

Justin Keenan, Assistant to the Village Manager  
Arvin Andrews, WEC Energy Group  
Susan Faber, Black & Veatch Corporation

Chairman Robinson called the meeting to order at 7:00 p.m.

**Approval of the Minutes**

Commissioner Simon made a motion to approve the minutes of March 1, 2022. Commissioner Lapin seconded the motion. The motion was approved unanimously.

**Public Comment**

There was no one present for public comment.

**Village Hall Monopole Update**

Liaison Keenan relayed to the Commission that the Village Hall monopole shrouds had been ordered and were scheduled to be installed in late June. Once the shrouds are replaced, Keenan will work with Jetco, Ltd. to schedule the painting work.

**Northshore Gas Monopole Inquiry**

Mr. Keenan informed the Commission that after receiving guidance at the previous CTC meeting, Village staff sent a response letter to Northshore Gas regarding their request to build a monopole in the Village owned reservoir 29A. The letter outlined the Village's standard terms when negotiating a private infrastructure lease including first year annual rent of \$40,000 along with a \$5,000 signing bonus and 3% annual escalator. Northshore Gas's parent company WEC Energy Group responded with an offer of \$20,000 in base rent with a 3% annual escalator and a \$5,000 signing bonus.

WEC representative Arvin Andrews was present at the meeting to answer questions. Mr. Andrews informed the Commission that WEC had contracted with Susan Faber of Black & Veatch to locate suitable sites to build a monopole. Susan's team had scouted multiple sites but ended up settling on this location as the most practical option. Mr. Andrews also informed the Commission that the useful life of the tower is 40 years which is the reason why WEC requested 40-year lease terms. Mr. Andrews noted that while WEC prefers to only use the monopole for their own equipment, they are willing to lease the site to cellular carriers and enter into a cost sharing agreement with the Village. Mr. Andrews mentioned that WEC is mindful of their rate payers when negotiating any lease which is why they countered at \$20,000.

Commissioner Simon asked Mr. Andrews if WEC considered using existing infrastructure instead of building their own monopole. Andrews responded that WEC preferred to use their own infrastructure instead of relying on other entities. He noted that WEC believed that it was easier to install and maintain equipment when it is on their own infrastructure. Chairman Robinson inquired about the height proposed monopole, and Mr. Andrews responded that it would be 165' tall compared to the 175' Crown Castle monopole.

Ms. Faber explained to the Commission that WEC would need to go through the special use approval process with the Plan Commission. Liaison Keenan noted that this process includes a pre-filing conference and a public hearing. He also noted that they cannot begin this process until after the CTC and WEC reach business terms.

Commissioner Simon stated that \$30,000 is a fair lease value. Chairman Robinson, agreed and commented that WEC should pay the same as private infrastructure. Commissioner Barasky also agreed that they should pay fair market value. Commissioner Davidson noted that WEC is not interested in any other location so they need this plan to work. The Commission also agreed that since the Crown Castle site was next to this location, WEC could not include other private tenants on their monopole.

Commissioner Lapin made a motion to negotiate \$30,000 starting base annual rent with WEC Energy Group and Commissioner Davidson seconded:

The motion was approved by the following roll call vote:

Ayes: Robinson, Barasky, Davidson, Lapin, Simon, Urbaszewski (6)

Nays: None

### **Comcast Franchise Agreement Negotiation**

Liaison Keenan informed the Commission that the Village's legal council had reviewed the draft agreement along with the comments from the March 1 meeting and submitted their draft version. The Commissioners reviewed the draft agreement and requested multiple changes. Liaison Keenan will submit those comments to Village council prior to seeking final Village Board approval.

**Other Items for Discussion**

**A. Comed Rate Increase**

The Commission discussed the Comed rate increase report that was submitted to the Village.

**Adjournment**

Commissioner Barasky made a motion to adjourn. The motion was seconded by Commissioner Simon. The motion was unanimously approved. The meeting was adjourned at 8:26 PM.

Respectfully submitted,  
Justin Keenan  
Assistant to the Village Manager

## LICENSE AGREEMENT

This License Agreement (“*Agreement*”) is made as of \_\_\_\_\_, 2022 (“*Effective Date*”) by and between the Village of Deerfield, an Illinois home rule municipal corporation, (“*Village*”) and WEC Businesses Services LLC, a Wisconsin limited liability company authorized to do business in Illinois (“*Licensee*”).

### W I T N E S S E T H:

WHEREAS, the Village owns the property commonly known as 1095 Lake Cook Road, Deerfield, Illinois and legally described in *Exhibit A*, attached to, and by this reference made a part of, this Agreement (“*Property*”); and

WHEREAS, the Village uses the Property for various purposes, including for a stormwater reservoir; and

WHEREAS, Licensee desires to install, operate, and maintain an approximately 165-foot monopole tower, transmission equipment, and appurtenances thereto (collectively the “*Tower*”) on the portion of the Property depicted in *Exhibit B*, attached to, and by this reference made a part of, this Agreement (“*Premises*”); and

WHEREAS, the Village and Licensee (collectively the “*Parties*”) desire to enter into this Agreement to establish the terms and conditions for installation, operation, and maintenance of the Tower on the Premises; and

WHEREAS, Licensee is authorized to enter into this Agreement and to perform the covenants and promises herein made and undertaken; and

WHEREAS, Licensee acknowledges that this Agreement does not provide exclusive use of Property or the Premises to Licensee and that the terms of this Agreement are nondiscriminatory, competitively neutral, and commercially reasonable;

NOW, THEREFORE, in consideration of the recitals and the provisions of this Agreement, the Parties agree as follows:

**Section 1.** **Recitals.** The foregoing recitals are incorporated in this Agreement by this reference as substantive provisions of this Agreement.

**Section 2.** **Grant of License.**

A. **Grant of License.** Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive revocable license for the use of the Premises solely to install, operate and maintain the Tower to operate its gas utility (“*License*”).

B. Limitation of Interest. Except for the License granted pursuant to this Agreement, Licensee shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Premises. LICENSEE HEREBY EXPRESSLY ACKNOWLEDGES THAT THIS AGREEMENT IS A LICENSE, NOT A LEASE, AND EXPRESSLY WAIVES ANY NOTICE TO QUIT, NOTICE TO VACATE, NOTICE OF INTENT, OR ANY OTHER NOTICES WHICH MAY OTHERWISE BE REQUIRED BY LAW.

C. As-Is, Where-Is. Licensee hereby accepts the Premises in its condition at the time of the execution of this Agreement, WHERE-IS and AS-IS, and subject to applicable requirements of law. Licensee acknowledges and agrees that: (i) the Village has made no representation or warranty as to the suitability of the Premises for Licensee's intended purposes; and (ii) the Village will have no responsibility to maintain the Premises or Property in any particular condition or manner or provide security to the Property. Licensee waives any implied warranty that the Premises is or will be suitable for Licensee's intended purposes.

D. Term. The License term commences on the Effective Date and expires on the date that is 40 years after the Effective Date ("**Term**"). Upon mutual agreement of the Parties, the Parties may extend the Term for two five-year periods (each an "**Extension**").

E. Termination of License; Restoration of Licensed Premises.

1. Termination Event. Without prejudice to any other rights and remedies available pursuant to this Agreement, the License shall expire at the Village's option upon the occurrence of any of the following:
  - a. At the end of the Term if the Parties do not agree to an Extension, or at the end of all agreed to Extensions.
  - b. Failure to Comply. Licensee has violated any provision of this Agreement; provided, however, that prior to termination pursuant to this Section 2.E.1.b, the Village shall provide Licensee with 10 days written notice and an opportunity to cure the violation; provided that if the nature of the violation makes a cure impossible within 10 days, Licensee's opportunity to cure the violation shall be extended to 30 days.
  - c. Village Construction. The Village desires to engage in construction or other improvements on the Property or Premises and elects, in its sole discretion, to terminate this Agreement and the License; provided that the Village provides Licensee with 6-months written notice.
  - e. Dangerous Condition. The Village determines, in its sole and absolute discretion, that the Tower or use thereof threatens the public health and safety, and that the removal of the Tower is necessary to abate the dangerous condition; provided that if the

threat to the public health and safety is curable, that Licensee has 72 hours to cure the threat; and provided that the Village has the right to take all reasonable measures to abate the threat until such time as the threat is cured by Licensee.

- f. Abandonment. If the Tower ceases operation for a continuous period of six months.
2. Restoration of Licensed Premises.
- a. Licensee Obligation. Upon termination or expiration of this Agreement pursuant to this Section 2.E, Licensee, at its sole cost and expense, shall remove the Tower, including all appurtenances thereto, and equipment, and restore the Premises as nearly as practicable to its condition on the Effective Date of this Agreement.
  - b. Failure to Restore. In the event that Licensee fails or refuses to repair, replace and/or restore the Premises or any Village-owned property that is disturbed, damaged, or removed by Licensee, in accordance with Section 2.E.2.a of this Agreement, the Village shall have the right, but not the obligation, to perform and complete the repair, restoration, and/or replacement, and to charge Licensee for all costs and expenses, including legal and administrative costs incurred by the Village, for such work. The rights and remedies provided in this Section 2.E.2.b shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village.

### **Section 3. Construction and Maintenance of Tower.**

A. Construction of Tower. The construction and installation of the Tower, including all appurtenances thereto and utilities that are to serve the Tower, shall strictly conform to the site plans and design, operation and location specifics set forth in *Exhibit C*, attached to, and by this reference made a part of, this Agreement (“**Tower Specifications**”). No change in or modification to the Tower that is not in conformance with the Tower Specifications shall be made by Licensee without: (i) an amendment to this Agreement; (ii) a permit issued by Village, if applicable; and (iii) the submission of an engineering study to the Village. When performing any construction, installation, work, or maintenance on the Premises (collectively, “*Work*”), Licensee shall provide the Village: (i) a construction schedule, which the Village must approve prior to the commencement of any Work; and (ii) before and after photographs of the Work to demonstrate that the worksite is cleaned, clear of trash and debris, and that the Work was completed in accordance with the Tower Specifications and/or any Village permits.

B. Access. Tenant and its authorized representatives shall have the right to enter the Premises for the purpose of gaining access to the Premises (i) between the hours 9:00 a.m. and 5:00 p.m. with one weeks’ prior written notice to the Village and by obtaining a key at

Licensee's Village Hall; and (ii) between the hours of 5:00 p.m. and 9:00 a.m. with one weeks' prior written notice to the Village and by calling \_\_\_\_\_. Notwithstanding anything contrary contained herein, prior written notice to the Village shall not be needed in a bona fide emergency threatening life or injury to property necessitating Licensee to enter the Premises, in which case, Licensee shall give the Village prior notice as soon as practicable.

C. Maintenance. Licensee shall, at its sole expense, maintain the Premises and the Tower in a good, clean, safe, first rate manner, without hazard, and in accordance with all federal, State, and local laws, statutes, ordinances, and regulations (collectively, "Requirements of Law"). Licensee shall also comply with the following:

1. The Premises and Tower must be maintained as set forth and depicted in the Tower Specifications except as may otherwise approved of by the Village;
2. Licensee shall keep the Premises and the Property locked and secure at all times.
3. Licensee may not store fuel, gasoline, flammable materials, or other dangerous substances or chemicals on the Property.

D. Liens. Licensee hereby represents and warrants that it shall take all necessary action to keep all portions of the Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Licensee or its agents on the Premises.

**Section 4. Use of Property.**

A. Cost. Licensee acknowledges and agrees that it is solely responsible, and that the Village will have no obligation, for payment of the costs of installation, operation or maintenance of the Tower or any costs associated with Licensee's use of the Property pursuant to this Agreement, including, without limitation, all utility costs to operate the Tower. In the event that the Village incurs any costs as a result of Licensee's use of the Tower or Premises pursuant to this Agreement, Licensee must reimburse the Village for such costs within 30 days after receipt of an invoice therefor.

B. Use of Property by For or By Third Parties Prohibited. Licensee allows for the use of the Property by Licensee only for the operation of Licensee's own network and to serve Licensee's own natural gas customers. Licensee shall not operate the Tower or any equipment thereon to benefit any cellular or other utility provider, or allow any other entity or third-party to operate on or at the Tower or install or operate any equipment on the Premises. Licensee has no right or authority to transfer, assign, or sub-license this Agreement or the License without the prior, express, written consent of the Village, which consent the Village may withhold in its sole discretion.

C. Governmental Approvals. Licensee's ability to use the Premises is contingent on Licensee obtaining all certificates, permits, zoning, and other approvals (collectively "***Governmental Approvals***") that are required by federal, State, and local authorities that will

permit Licensee's operation of the Tower on the Premises. If an application for a Governmental Approval is rejected or a Governmental Approval issued to Licensee is canceled, expires, lapses, is withdrawn, or is terminated by a governmental authority, and if Licensee or the Village determines that the Governmental Approval cannot be obtained in a timely manner, then Licensee or the Village may terminate this Agreement by giving notice to the other party pursuant to Section 14 of this Agreement. No previously paid Rent (as defined in Section 5 of this Agreement) or other fees paid to the Village pursuant to this Agreement will be returned to Licensee in the event of such termination.

**Section 5. Licensee Fee.**

A. **Initial Fee.** On the Effective Date of this Agreement, Licensee shall pay a fee to the Village of \$\_\_\_\_\_ (***“Initial Fee”***).

B. **Annual License Fee.** In addition to the Initial Fee, Licensee shall pay an annual fee to the Village for the rights set forth in this Agreement (***“Annual Fee”***). The first Annual Fee shall be \$30,000 and paid to the Village on the Effective Date of this Agreement. Licensee shall pay to the Village the Annual Fee on each anniversary date of the Effective Date, and beginning on the first anniversary of the Effective Date, the Annual Fee shall increase by the greater amount of: (i) three percent; and (ii) the change, if an increase, in the cost of living based on the Consumer Price Index for All Urban Consumers for Chicago-Naperville-Elgin, IL-IN-WI (or its replacement) published by the U.S. Department of Labor, Bureau of Labor Statistics (***“CPI”***).

**Section 6. Operation and Maintenance Standards.** The Tower and Licensee's operations on the Premises must meet the following requirements at all times:

A. **Compliance with Requirements of Law.** The Tower and Licensee's use of the Premises must comply at all times with all applicable Requirements of Law.

B. **No Interference.** The operation of a Tower must not interfere with the frequencies currently used by the Village or any public safety agency for public safety communications. Unacceptable interference will be determined by and measured in accordance with industry standards and the Federal Communications Commission's (***“FCC's”***) regulations addressing unacceptable interference with public safety spectrum or any other spectrum licensed by a public safety agency. If the Tower causes interference, and Licensee has been given written notice of the interference by the public safety agency, then Licensee must turn off all equipment on the Tower and take, at its own expense, all reasonable steps necessary to eliminate the interference, and when the interference has ceased, may resume use of its equipment. The Village may terminate this Agreement based on interference if Licensee at any time fails to make a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC.

**Section 7. Insurance.** Licensee must secure and maintain the insurance policies, coverages and limits listed in Subsection (A) below under valid and enforceable policies, issued

by insurers acceptable to the Village and legally able to conduct business with Licensee in the State of Illinois.

A. Required Coverages and Limits. Licensee must secure and maintain the following liability insurance policies insuring Licensee as named insured. In addition, Licensee must cause the Village, and its elected and appointed officers, officials, and employees, to be included and endorsed as additional insureds as their interests may appear in accordance with a blanket additional insured endorsement in a form reasonably acceptable to the Village on the policies listed in the following Paragraphs (i) and (ii):

- (i) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as “X”, “C”, and “U” coverages) and products-completed operations coverage with limits of \$5,000,000 per occurrence for bodily injury (including death) and for property damage, and with \$5,000,000 general aggregate, plus an excess or umbrella policy with limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate, providing excess coverage at least as broad as and above the underlying commercial general liability insurance such that when any loss covered by the commercial general liability insurance exceeds the limits of that commercial general liability policy, the excess or umbrella policy becomes effective to cover such loss;
- (ii) Commercial automobile liability covering all owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 per accident for bodily injury and property damage;
- (iii) Worker’s compensation with statutory limits and employer’s liability insurance with limits of \$1,000,000 per accident/disease/policy limit; and
- (iv) All-risk property insurance for its property’s replacement cost.

Licensee must require its contractors to be named and endorsed as additional insureds on the CGL insurance or to have their own CGL insurance with a minimum coverage of not less than \$2,000,000 per occurrence.

B. Copies Required. Licensee must provide certificates of insurance as evidence of the policies required by this Section on an annual basis, including the additional insured endorsement which may be part of a blanket endorsement with other additional insureds under agreements similar to this one, to the Village within 10 days following receipt of a written request therefor from the Village.

C. Adjustment in Coverage and Limits. The Village reserves the right to increase the coverage and limits (collectively “*Coverage*”) required under Paragraph A of this Section so long as the Coverage is applied uniformly and so long as the Village has reasonably determined (i) that the current Village Insurance Standards are not adequate and (ii) the Coverage is not unreasonably greater than the Coverage commonly required by municipalities.

D. Notice of Cancellation. Upon receipt of notice from its insurer(s), Licensee must provide the Village with 30 days' prior written notice of cancellation of any required coverage. Within seven days after receipt by the Village of that notice, and in no event later than three days prior to the cancellation, Licensee must obtain and furnish to the Village certificates of insurance as evidence of replacement insurance policies meeting the requirements of this Section.

E. Self-Insurance. Licensee may self-insure all or a portion of the insurance coverage and limit requirements required by Subsection (A) of this Section. If Licensee elects to self-insure, then it must provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under Subsection (A) of this Section.

F. Effect of Insurance and Self-Insurance on Licensee's Liability. The legal liability of Licensee to the Village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this Section will not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

Section 8. Indemnification. Licensee hereby agrees to indemnify, defend, and hold the Village harmless from and against all costs, damages, claims, liabilities or expenses (including attorneys' fees) incurred by or claimed against the Village, directly or indirectly, as a result of or in any way arising from (a) any failure of Licensee to perform any of Licensee's obligations under this Agreement, (b) any act or omission of Licensee, (c) the use and occupancy of the Property by Licensee or Licensee's employees, agents, contractors, invitees, licenses, customers, clients, family members, or guests, or in any other manner which relates to the business of Licensee, or (d) any accident, injury or damage whatsoever caused to any person, or the property of any person, occurring in or about the Property unless the same was caused by the Village's gross negligence or willful misconduct. Licensee's liability to the Village under this License extends to the acts and omissions of Licensee and any employee, agent, contractor, invitee, customer, client, family member or guest of Licensee; and any cost, damage, claim, liability, or expense incurred by the Village due to Licensee's liability shall be reimbursed by Licensee to the Village. The Village assumes no liability whatsoever for any property placed by Licensee or any person present on the Property. Licensee shall also reimburse the Village for all damages to the Property or surrounding premises resulting from the use of the same. The indemnification pursuant to this section shall survive termination or expiration of this Agreement.

Section 9. Licensee Ownership of Tower. The Tower, including equipment, conduits, fixtures, and personal property, are the property of Licensee, and Licensee has the right and responsibility to remove the Tower in its entirety at any time during the Term, regardless of whether the Tower or any of its components are considered fixtures and attachments to real property under applicable law.

Section 10. Holdover. If Licensee continues to occupy the Premises beyond the date or time Licensee is required to remove the Tower under any provision of this Agreement (the

“*Holdover Period*”), then Licensee will be charged, and must pay, three times the Annual Fee for the entire Holdover Period.

Section 14. Notices. All notices and payments required or permitted to be given under this Agreement shall be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 14. The address of either Party may be changed by written notice to the other Party. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit.

To Village:  
Village of Deerfield  
850 Waukegan Road  
Deerfield, Illinois 60015  
Attention: Village Manager

To Licensee:  
  
WEC Businesses Services LLC  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Section 15. General Provisions.

A. Amendments. This Agreement may be amended only in writing signed by properly authorized representatives of the Village and Licensee.

B. Third Parties. This License is personal to Licensee and may not be transferred or assigned by Licensee without the Village’s prior written consent, which consent may be withheld in the Village’s sole and absolute discretion.

C. Authorization. Each party represents and warrants that it has the authority to enter into this Agreement.

D. Binding Effect. This Agreement is binding on each party’s successors and assigns.

E. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement, and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the specific subject matter of this Agreement.

F. Choice of Law. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. Good Faith Cooperation. Licensee and the Village agree that in the event a decision by a regulatory authority at the federal, state, or local level requires modifications of this Agreement then Licensee and the Village will negotiate in good faith to modify this Agreement to permit each of them, to the extent practicable, to enjoy the intended benefits of this Agreement. Licensee and the Village otherwise mutually agree to cooperate with each other in good faith to perform their duties and obligations under this Agreement.

H. No Waiver of Provisions. The delay or failure of a party to assert a right under, or insist on strict performance of, this Agreement will not be deemed a waiver of that right or the ability to insist on strict performance.

I. No Joint Venture. It is hereby understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership or joint venture between the parties to this Agreement, it being agreed that no provision of this Agreement and no acts of the parties to this Agreement shall be deemed to create any relationship between the parties other than the relationship set forth specifically by the terms of this Agreement.

J. Counterparts. This Agreement may be signed separately by the Village and Licensee and transmitted to the other party in .pdf format, and the two signed counterparts will be deemed one instrument.

IN WITNESS WHEREOF, the Village and Licensee have caused this Agreement to be signed by its duly authorized representative as of the Effective Date.

**WEC Businesses Services LLC**

**Village of Deerfield**

Signature:

Signature

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Kent S. Street, Village Manager

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

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

**Exhibit A**

**Legal Description of Property**

**Exhibit B**

**Depiction of Premises**

**Exhibit C**

**Tower Specifications**



Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317

May 9, 2019

Village of Deerfield  
850 Waukegan Road  
Deerfield, IL 60015

Re: Site Name: Northbrook Lake Cook  
Site Address: 937 Lake Cook Road, Deerfield, IL 60062  
Site Number: 817279  
Agreement: Communications Facility Ground Lease between the Village of Deerfield and Crown Castle GT Company dated June 30, 2006, as it may have been assigned or amended, collectively referred to as ("The Agreement").

Dear Landowner:

Your lease record has undergone two independent reviews by members of our Account Analyst Team who specialize in maintaining the quality of our data. Please accept this letter as a summary of our analysis.

During our reviews, we calculated the amounts that should have been paid according to the Agreement. We then compared these figures to our historical payment data to ensure the accuracy of all past and current payments. After our review of your account, we found an overpayment of \$38,400.03 for the years 2020 and 2021.

Per Section 7 of the Lease, we are to deduct the ground rent amount of \$9,600.00 from 75% of the revenue to arrive at the revenue share payment. This has not been previously calculated in this manner. The overpayment is for both Licenses: 355292 and 49405.

We are not looking to collect the overpayment amount for 2020-2021; however, we have corrected the revenue share going forward.

**For a visual representation of the overpayment calculation, please see Exhibit A attached.**

Should you have any questions regarding this matter, please contact our Landowner Help Desk at 1-866-482-8890.

Sincerely,

A handwritten signature in cursive script that reads 'Cecily Petitto'.

Cecily Petitto  
Operations Manager  
Property Management  
md

License #:		49405		Percentage:		75.00%	
Date	Actual Revenue	Amount Due	LL Base Rent	Amount Due less base rent	Amount Paid	Adjustment Amount	
7/1/2020	\$ -	\$ -			\$ -	\$ -	
8/1/2020	\$ -	\$ -			\$ -	\$ -	
9/1/2020	\$ (51,509.16)	\$ 38,631.87	\$ 9,600.00	\$ 29,031.87	\$ 38,631.90	\$ (9,600.03)	
10/1/2020	\$ -	\$ -			\$ -	\$ -	
11/1/2020	\$ -	\$ -			\$ -	\$ -	
12/1/2020	\$ -	\$ -			\$ -	\$ -	
1/1/2021	\$ -	\$ -			\$ -	\$ -	
2/1/2021	\$ -	\$ -			\$ -	\$ -	
3/1/2021	\$ -	\$ -			\$ -	\$ -	
4/1/2021	\$ -	\$ -			\$ -	\$ -	
5/1/2021	\$ -	\$ -			\$ -	\$ -	
6/1/2021	\$ -	\$ -			\$ -	\$ -	
7/1/2021	\$ -	\$ -			\$ -	\$ -	
8/1/2021	\$ -	\$ -			\$ -	\$ -	
9/1/2021	\$ 54,638.68	\$ 39,781.56	\$ 9,600.00	\$ 30,181.56	\$ 39,781.56	\$ (9,600.00)	
10/1/2021	\$ -	\$ -			\$ -	\$ -	
11/1/2021	\$ -	\$ -			\$ -	\$ -	
12/1/2021	\$ -	\$ -			\$ -	\$ -	
1/1/2022	\$ -	\$ -			\$ -	\$ -	
2/1/2022	\$ -	\$ -			\$ -	\$ -	
3/1/2022	\$ -	\$ -			\$ -	\$ -	
4/1/2022	\$ -	\$ -			\$ -	\$ -	
	\$ (465,030.42)	\$ 78,413.43			\$ 78,413.46	\$ (19,200.03)	

7. Rent.

(a) Commencing on July 1, 2006, Tenant shall pay to Landlord annual rent ("Rent") as follows for each year ending on the next succeeding June 30 ("Rent Year"):

(i) \$9,600.00 in advance ("Base Rent"), plus

(ii) an additional sum (if applicable) equal to 75% of the amount of the Net Rent received by or credited to Tenant for the Rent Year, less the amount paid by Tenant as Base Rent at the beginning of the Rent Year ("Bonus Rent").

## Exhibit A

### Overpayment Calculation

License #:		355292		Percentage:		75.00%	
Date	Actual Revenue	Amount Due	LL base rent	Amount Due less base rent	Amount Paid	Adjustment Amount	
7/1/2020	\$ 52,908.24	\$ 39,681.18	\$ 9,600.00	\$ 30,081.18	\$ 39,681.18	\$ (9,600.00)	
8/1/2020	\$ -	\$ -			\$ -	\$ -	
9/1/2020	\$ -	\$ -			\$ -	\$ -	
10/1/2020	\$ -	\$ -			\$ -	\$ -	
11/1/2020	\$ -	\$ -			\$ -	\$ -	
12/1/2020	\$ -	\$ -			\$ -	\$ -	
1/1/2021	\$ -	\$ -			\$ -	\$ -	
2/1/2021	\$ -	\$ -			\$ -	\$ -	
3/1/2021	\$ -	\$ -			\$ -	\$ -	
4/1/2021	\$ -	\$ -			\$ -	\$ -	
5/1/2021	\$ -	\$ -			\$ -	\$ -	
6/1/2021	\$ -	\$ -			\$ -	\$ -	
7/1/2021	\$ 56,347.32	\$ 42,260.46	\$ 9,600.00	\$ 32,660.46	\$ 42,260.46	\$ (9,600.00)	
8/1/2021	\$ -	\$ -			\$ -	\$ -	
9/1/2021	\$ -	\$ -			\$ -	\$ -	
10/1/2021	\$ -	\$ -			\$ -	\$ -	
11/1/2021	\$ -	\$ -			\$ -	\$ -	
12/1/2021	\$ -	\$ -			\$ -	\$ -	
1/1/2022	\$ -	\$ -			\$ -	\$ -	
2/1/2022	\$ -	\$ -			\$ -	\$ -	
3/1/2022	\$ -	\$ -			\$ -	\$ -	
4/1/2022	\$ -	\$ -			\$ -	\$ -	
	<b>\$ 56,347.32</b>	<b>\$ 81,941.64</b>				<b>\$ (19,200.00)</b>	