

## **LEASE AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into this 6th day of October 2022, by and between the **CITY OF CREST HILL**, ("City") and **BRT OUTDOOR, LLC**, an Illinois limited liability company authorized to do business in Illinois ("BRT").

### **RECITALS**

**WHEREAS**, BRT has requested that it be permitted to install a digital video display multiple message sign ("Video Panels") at the locations owned by the City and more specifically identified in Exhibit A (the "City Display Sites"), in accordance with the terms and conditions hereinafter set forth, that would be available to the City at no charge for its use and benefit in lieu of rent payments; and

**WHEREAS**, the City has determined that the proposed use of the City Display Site in the manner hereinafter set forth will provide a public benefit by allowing the City to better notify its residents and visitors of local public events, facilities, and services and in providing emergency and civil defense notifications.

### **NOW, THEREFORE, THE CITY AND BRT AGREE AS FOLLOWS:**

#### **1. USE OF CITY DISPLAY SITE**

Subject to BRT's compliance with this Agreement, the City hereby grants rights of access for ingress, egress, and maintenance of the Digital Displays (hereinafter defined) and the right to install and operate the Digital Displays for the purpose of conducting outdoor advertising, public service messaging and emergency and civil defense notifications, subject to the terms and conditions of this Agreement. The term "Digital Displays" includes the Video Panels and the stone/brick base on which the Video Panels are mounted. The term "City Display Site(s)" refers to the location of the Digital Displays as depicted on Exhibit A, which is attached hereto and incorporated herein.

With respect to the City Display Site located at the southeast corner of Weber Road and City Center Drive, BRT hereby acknowledges that at the time of execution of this Lease Agreement, the City does not have ownership, Right-of-Way, or Easement rights to the Display Site. The City is currently attempting to secure Easement rights to the Display Site and will make all reasonable efforts to secure said Easement rights. If said Easement rights cannot be secured, then neither the City nor BRT shall have any further obligation or responsibility regarding the City Display Site located at the southeast corner of Weber Road and City Center Drive and said site shall no longer be considered part of this Lease Agreement.

If, at a later date, additional Digital Displays on other City Display Sites are contemplated, then this Agreement may be amended, with the written consent of both parties, by a written Addendum adding additional City Display sites and the terms and conditions upon which the additional Digital Displays are to be designed, constructed, maintained and utilized, including but not limited to any additional financial terms and conditions.

This Agreement shall be construed to be a lease of the City Display Site depicted in Exhibit A by BRT as tenant, from the City, as Owner.

## **2. TERM**

BRT's right to install and operate the Digital Displays at the City Display Site shall commence on the date of execution of this Agreement as hereinabove specified (the "Commencement Date") and shall continue for a period of twenty (20) years from the date of completion and full operation of the last of the enumerated Digital Displays (the "Expiration Date") (hereinafter the time from Commencement Date to Expiration Date shall be referred to as the "Initial Term". Within thirty (30) business days from the completion and full operation of the last of the enumerated Digital Displays, BRT shall provide written notification to the City stating the date of completion and full operation of the last of the enumerated Digital Displays.

The Digital Displays that are installed at the City Display Site during the term of this Agreement shall be removed by BRT at its sole cost and expiration or termination of this Agreement.

After the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods beginning on the Expiration Date until either (i) any party provides the other party with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then-current term; or (ii) the parties enter into a new written lease agreement .

## **3. CITY USE OF DIGITAL DISPLAYS**

BRT intends to display multiple messages on the Digital Displays in a fixed rotation of not less than ten (10) seconds duration per image. During the term of this Agreement, the City shall have the right to at least one of every eight (8) of the positions in the display rotation (the "Base Position") for City content on each of the Digital Displays. The City's positions in the rotation shall remain fixed and shall not be reduced during certain periods of the day or week. In addition, the City will have the opportunity to purchase additional space at the prevailing commercial rate, which additional space is referred to as "Additional Position".

BRT shall not charge the City for the use of the Video Panel for the "Base Position".

## **4. DESIGN AND INSTALLATION OF THE DIGITAL DISPLAYS**

The Digital Displays shall consist of a property affixed structure containing up to two (2) full-color liquid crystal display (or successor technology) digital sign faces not to exceed eight (8) feet in height and sixteen (16) feet in length with a stone/brick base not to exceed ten (10) feet in height (the exact size will depend on the specific location requirements), plus extensions and other reasonable appurtenances which are incidental to the operation and maintenance of the Digital Displays, support structures and foundations, underground electrical power lines and other electrical equipment and related appurtenances. BRT, at its sole cost and expense, shall obtain all required permits, licenses, and approvals prior to commencing construction of the Digital Displays.

The City reserves the right to impose requirements in connection with the work undertaken by BRT, including without limitation, requirements that BRT: (i) submit for the City's prior written approval detailed plans and specifications prepared by licensed and competent design professionals; (ii) submit for the City's prior written approval the names and addresses of all contractors, subcontractors and suppliers; (iii) obtain and post permits and additional insurance; (iv) submit contractor, subcontractor and supplier lien waivers; and (v) comply with such other requirements as the City may impose concerning the manner and times in which such work shall

be done and other aspects of the work. City covenants and agrees that it will not unreasonably withhold its approval for any of the requirements described above.

BRT shall have the sole right to make any necessary applications with and obtaining permits from any governmental entities for the construction, use, maintenance, and removal of structures and equipment located on the City Display Site, and the City agrees to cooperate at no cost to City and hereby grants BRT a limited power of appointment solely for this purpose. All such permits shall remain the property of BRT. BRT may elect but shall have no obligation to pursue any zoning matter or continue to maintain any permit. BRT is the sole owner of the Video Panels and other equipment installed by BRT on the City Display Site and has the right to remove such property at any time or within one hundred twenty (120) following the termination or expiration of this Lease. The City shall provide all reasonably necessary access to BRT for such removal. If for any reason not caused by BRT, the structures on the City Display Site are removed, materially damaged, or destroyed, BRT's obligation to provide City's use of the Base Position and any Additional Position shall cease until the structures and equipment are rebuilt, provided BRT is reasonably pursuing replacement or repair thereof. If the above-ground portions of the structures built on the City Display Site are removed for any reason, BRT shall remove the above-ground portions and any part of the structure up to three (3) feet below grade and the property shall be restored to its original condition. Any part of the existing structure more than three (3) feet below grade can remain.

All work undertaken by BRT and its agents or contractors shall be performed: (i) in a workmanlike manner; (ii) only with materials that are high quality and free of material defects; (iii) strictly in accordance with plans and specifications approved by the City in advance in writing; (iv) diligently to completion and so as to cause the least possible interference with City operations; and (v) in compliance with all administrative regulations promulgated by the Illinois Department of Transportation ("IDOT") and other provisions of this Agreement.

#### **5. MAINTENANCE AND REPAIR OF THE VIDEO PANELS**

BRT shall, at its sole cost and expense, maintain the Digital Displays in good working condition and any repairs made shall be performed in a workmanlike manner. This maintenance and repair obligation shall include, but shall not be limited to, the prompt repair, replacement, or removal of damaged, inoperable, or malfunctioning Video Panels. BRT shall regularly inspect the City Display Site to determine whether maintenance of the Digital Displays is necessary.

The City shall promptly notify BRT in writing if it becomes aware of the need for maintenance or repair of Video Panels at the City Display Site. BRT shall diligently respond within fourteen (14) business days of the City's written notice to repair and/or maintain and shall inspect the subject location with qualified personnel to determine the nature and scope of the required maintenance activities. In the event BRT fails to perform necessary maintenance within thirty (30) days of the written notice, the City may undertake such maintenance as it may deem reasonably necessary. Any costs incurred by the City in this regard shall be reimbursed by BRT within fourteen (14) days of a Reimbursement Invoice issued by the City.

#### **6. MAINTENANCE OF VIDEO PANELS VISIBILITY**

The City shall not place or maintain any object on the City Display Site property owned by the City, or an adjacent property owned or controlled by the City which, in BRT's sole and reasonable opinion, would obstruct visibility of the advertising copy on the Video Panels or access to the City Display Site. If City fails to remove the obstruction within fourteen (14) days following written

notice from BRT, BRT may in its sole discretion: (a) remove the obstruction at City's expense; or (b) cancel this Lease and remove all property of BRT located on the City Display Site. BRT may trim any trees or vegetation currently on the City Display Site Property or on an adjacent property owned or controlled by City as often as BRT in its sole and reasonable discretion deems appropriate to prevent obstruction of the Video Panels. Without limiting the foregoing, the City shall not permit any adjacent property owned or controlled by City to be used for off premises advertising.

**7. CONDITION OF PREMISES**

BRT agrees to accept the City Display Site "as is", without any agreements, representations, understanding or obligations on the part of the City to perform any alterations, repairs, or improvements thereto. Upon completion of the construction and installation of the Digital Displays and stone/brick base, BRT agrees to install and maintain landscaping around the perimeter of the Digital Displays at its sole cost and expense. The landscape plan must be approved by the City prior to installation.

**8. LIENS**

BRT shall keep any City Property associated with any work by or for BRT free from any mechanics lien or similar liens and encumbrances. BRT shall remove any such claim, lien, or encumbrance by bond or otherwise within fourteen (14) days after written notice to BRT by the City. If BRT fails to do so, the City may pay the amount or take such other action as the City deems necessary to remove such claim, lien, or encumbrance, without being responsible for investigating the validity thereof. Nothing contained in this Agreement shall authorize BRT to do any act which shall impair the City's title to any City Property.

**9. USE AND OPERATING REQUIREMENTS**

**A. Use; Compliance with Laws.**

BRT shall use the City Display Site for the purpose specified in this Agreement and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Agreement. BRT shall comply with all applicable laws and ordinances relating to its use of City Property, including without limitation, health, safety, and building codes, zoning ordinances, and all IDOT regulations and permit requirements pertaining to outdoor advertising or construction in or near a State highway.

**B. Required Operations.**

BRT shall conduct its business at all times in a professional and businesslike manner consistent with reputable business standards and practices and in compliance with applicable law, codes, and ordinances.

**C. Prohibited Uses.**

The Digital Display shall not be used for the display, promotion or advertisement of obscenity, sexually oriented businesses, specified anatomical areas or specified sexual activities as defined in the City of Crest Hill Zoning Ordinance, or other activities not suitable for underage persons including, but not limited to, lingerie shows, mud or jello wrestling, wet T-shirt contests, bikini or go-go dancing, strip tease dancing, tobacco, birth

control, guns and ammunition (provided that the foregoing prohibition shall not prohibit the advertisement of Illinois Concealed Carry classes), advertisements for cannabis sales and similar forms of products or entertainment. The Digital Display may not be used for the display, promotion or advertisement of acts, images, or statements that unlawfully discriminate based on race, color, national origin, disability, gender, age, or religion. To avoid the inadvertent suggestion of City endorsement or opposition, the Digital Display may not be used for the display, promotion or advertisement of political candidates, political action committees, political parties, or issues of recognized political or social debate such as abortion, gun control, immigration, war, or matters involving sexual orientation.

#### **10. UTILITIES**

BRT shall provide all utilities it may require at its sole expense and: (i) make application in its own name for all utilities; (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters; and (iii) obtain such utilities direct from, and pay for the same when due directly to, the applicable utility company. The term "utilities" for the purposes hereof shall include but not be limited to electricity, cable television, internet and data services, telephone, and other communication and alarm services, and all taxes or other charges thereon. BRT shall install a separate meter and connect all equipment and lines required to supply such utilities to the City Display Site.

#### **11. INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS**

##### **A. Required Insurance.**

BRT and all of its contractors shall maintain during the term of this Agreement the minimum insurance requirements as set forth in the attached Exhibit B.

Copies of all policies of insurance, certificates of insurance, and endorsements reflecting the coverages required under this Agreement shall be provided to the City prior to any construction by BRT. In the event the foregoing documentation is not provided within twenty (20) business days from the date of City's written request for such evidence of insurance, the City may terminate this agreement.

##### **B. Certificates, Subrogation and Other Matters.**

BRT shall provide the City with certificates of insurance evidencing the coverage required hereunder (and, with respect to liability coverages, reflecting that the City has been named as additional insured). BRT shall provide such certificates of insurance prior to the Commencement Date, but no later than the commencement of construction. BRT shall provide renewal certificates to the City at least thirty (3) days prior to expiration of such policies. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurers. The parties agree that their respective insurance policies are not, nor shall be, endorsed so that such waivers of subrogation shall affect their respective rights to recover thereunder.

**12. RESTORATION OF CITY DISPLAY SITE**

At the expiration or earlier termination of this Agreement, BRT shall, at its expense, remove the Digital Displays and shall restore each City Display Site to its pre-existing condition.

**13. ASSSIGNMENT**

BRT shall not, without the prior written consent of the City: (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to or otherwise transfer this Agreement or any interest hereunder, by operation of law or otherwise; or (ii) permit the use of the City Display Site by any parties other than BRT. Any transfer made without complying with this Agreement shall, at the City's option, be null, void and of no effect (which shall not be in limitation of the City's other remedies). Consent to assignment shall not be unreasonably withheld.

Notwithstanding the foregoing, BRT has the right to assign the Agreement or any interest hereunder, without the prior written consent of the City to (i) a company of like kind; or (ii) a bank or other financial institution for purposes of financing equipment and/or labor for the construction and/or maintenance of the Digital Displays.

**14. RIGHTS RESERVED BY THE CITY**

The City reserves all rights to control or modify the City Display Site as it sees fit, which rights may be exercised without subjecting the City to claims for damages or equitable relief. Subject to the preceding sentence, the City will use its best efforts to prevent the construction or placement of signs, poles, or like structures within five hundred (500) feet of a City Display Site that would obstruct the view of the Digital Displays thereon, but nothing herein shall be deemed to prevent the City from taking any actions deemed necessary by the City to satisfy its legal obligations.

**15. CITY'S REMEDIES**

**A. Default.**

The occurrence of any or more of the following events shall constitute a "Default" by BRT and shall give rise to the City's remedies set forth in paragraph B below: (i) failure to provide the Base Position, or Additional Positions when available, in accordance with this Agreement; (ii) failure to observe or perform any term or condition of this Agreement, unless such failure is cured within any period of time following written notice expressly provided in other Sections of this Agreement, or otherwise within a reasonable time, but in no event more than thirty (30) days following written notice; (iii) (a) making by BRT of any general assignment for the benefit of creditors, (b) filing by or against BRT a petition to have BRT adjudged bankrupt, (c) appointment of a trustee or receiver to take possession of substantially all of BRT's assets located on City Property or of BRT's interest in this Agreement, (d) attachment, execution or other judicial seizure of substantially all of BRT's assets located on City Property or of BRT's interest in this Agreement. The notice and cure periods provided herein are in lieu of, and no in addition to, any notice and cure periods provided by law.

**B. Remedies.**

If a Default occurs, and provided the Default is not timely cured, the City shall have the right to terminate this Agreement upon thirty (30) days written notice.

Whether or not the City elects to terminate this Agreement, the City shall also be entitled to damages attributable to BRT's default.

The City shall have all other rights and remedies available under law.

**C. The City's Cure of BRT Default.**

If BRT fails to perform any obligation under this Agreement for thirty (30) days after notice thereof by the City, the City shall have the right (but not the duty), to perform such obligation on behalf and for the account of BRT. In such event, BRT shall reimburse the City within thirty (30) days for all expenses incurred by the City in performing such obligation.

**16. BRT REMEDIES**

If, for any reason not caused by BRT: (a) the view of the Digital Displays at City Display Site advertising copy becomes entirely or partially obstructed; (b) electrical service or illumination is unavailable, or restricted; (c) the City Display Site cannot safely be used for the erection or maintenance of the Digital Displays for any reason; (d) the City Display Site become unsightly; (e) there is a diversion, reduction or change in direction flow of traffic from the street or streets currently adjacent to or leading to or past the City Display Site; (f) the Digital Displays' value for advertising purposes is diminished; (g) the Digital Displays use is prevented or restricted by law, or BRT is compelled or required by any governmental entity to reduce the number of Video Panels operated by it in the city, county or state in which the Digital Displays are located; then BRT may immediately at its option cancel this Lease and remove all property owned by BRT and located on the City Display Site.

**17. INDEMNIFICATION**

BRT shall, at its sole cost and expense, defend, indemnify, and hold harmless the City from and against any and all claims, demands, liabilities, damages, judgments, costs, and expenses, including without limitation, court costs and attorneys' fees, arising from BRT's use of City Display Site.

The City shall not be liable to BRT for any reason in the event BRT's use of the City Display Site is impaired, limited, modified, or prohibited on account of legal claims or proceedings asserted against the City or BRT, or from the settlement thereof by the City.

The City specifically reserves any privileges, defenses, or immunities it may have under law, including but not limited to the Local Government and Governmental Employees Tort Immunity Act.

**18. HAZARDOUS MATERIALS**

BRT shall not use, store, maintain, handle, dispose, release or discharge any "Hazardous Materials" upon or about City Property, or permit BRT's employees, against, contractors or invitees to engage in such activities upon or about City Property.

**19. NON-DISTURBANCE AGREEMENT**

If the City Display Site is currently encumbered by a deed of trust or a mortgage, ground lease or other similar encumbrance, City shall deliver to BRT on or before the Commencement Date a Non-Disturbance Agreement in a form reasonable acceptable to BRT.

**20. NO WAIVER**

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing. No waiver shall be implied by delay or any other act of omission or either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by BRT shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

**21. NOTICES**

Every notice, demand or other communication given by either party to the other party with respect to this Agreement shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States registered or certified mail, return receipt requested, postage prepaid, address as follow or to such other address as BRT of City may from time to time designate by notice.

**CITY OF CREST HILL**

**BRT OUTDOOR, LLC**

City of Crest Hill  
1610 Plainfield Road  
Crest Hill, Illinois 60403

BRT Outdoor, LLC  
Post Office Box 5097  
Naperville, Illinois 60567

**22. MISCELLANEOUS**

- A. Each of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors, and assigns, subject to the provisions hereof.
- B. This Agreement will be recorded by BRT, at its sole cost and expense, as evidence of this Lease Agreement.
- C. The Agreement shall be governed by the Laws of the State of Illinois. Any suit or claim regarding this Agreement, breach thereof, or for damages resulting from the construction, installation or use of the Digital Display Site shall be exclusively venued in the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois.

- D. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture, or other enterprise, or render either party liable for any of the debts or obligations of the other part, except under any indemnity provision of this Agreement.
- E. This Agreement has been mutually negotiated by the City and BRT and any ambiguities shall not be interpreted in favor of either party.
- F. This Agreement is binding upon the heirs, assigns, successors in interest of both City and BRT. City agrees not to assign this Lease to a competitor of BRT without BRT's written permission. BRT shall have the absolute right to assign or sublet.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed under seal by their respective representatives designated below, as of the day and year first above written.

**CITY OF CREST HILL**

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**BRT OUTDOOR, LLC**

**An Illinois Limited Liability Company**

**BY:**

  
\_\_\_\_\_  
Todd Sanders

**ATTEST:**

  
\_\_\_\_\_  
William Przytylski

## **EXHIBIT A**

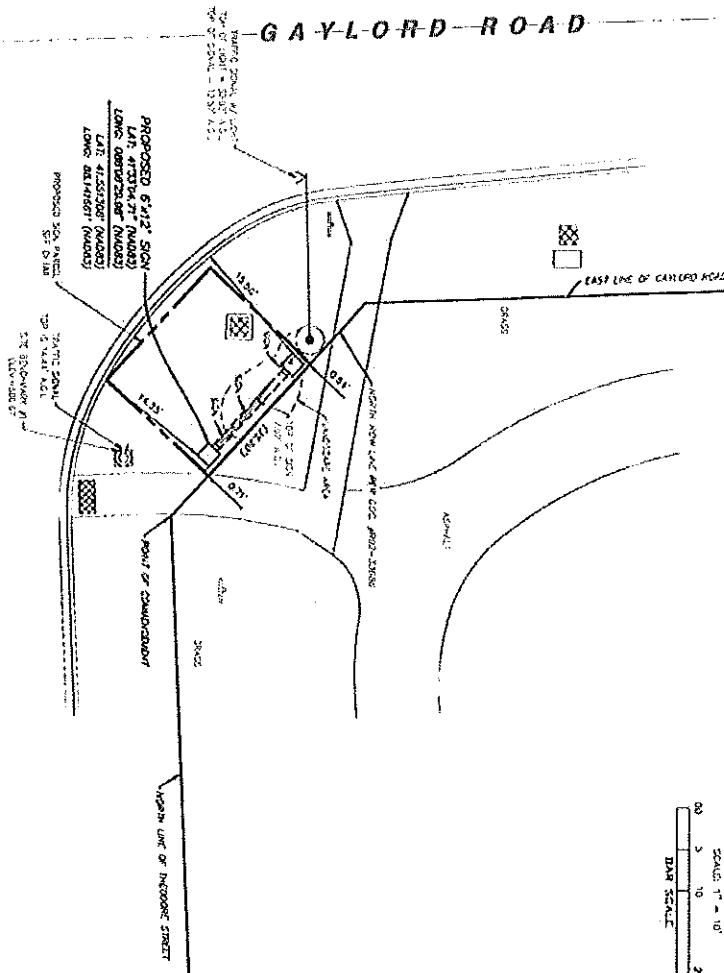
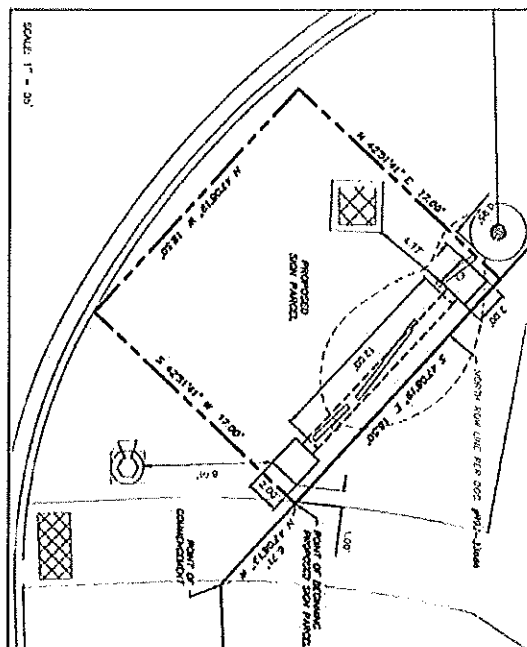
### **City Display Site**

- 1) SE corner of Weber Road and City Center – double sided 8'x16' or 9' x 18'
- 2) NE corner of Theodore and Gaylord – single face 6'x12'
- 3) NW corner of Caton Farm and Kubinski – double sided 6' x 12'

**Exhibit A-Legal Descriptions and Exhibits Attached for Sites 2 and 3. Once Right-Of-Way for Site 1 above is secured, said Legal Description and easement, once reviewed and approved by both parties, will be attached hereto and made part of the original Lease Agreement, and said Easement will be Recorded with the Will County Recorder's Office.**

LEGAL DESCRIPTION FOR DIGITAL DISPLAY SITE AT THEODORE STREET AND GAYLORD ROAD

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THEODORE STREET AND THE NORTH LINE OF RIGHT OF WAY DEDICATED TO WILL COUNTY PER DOCUMENT NUMBER R92-33686; THENCE NORTH 47 DEGREES 08 MINUTES 19 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE PER DOCUMENT NUMBER R92-33686 A DISTANCE OF 6.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42 DEGREES 51 MINUTES 41 SECONDS WEST, 17.00 FEET; THENCE NORTH 47 DEGREES 08 MINUTES 19 SECONDS WEST, 18.50 FEET; THENCE NORTH 42 DEGREES 51 MINUTES 41 SECONDS EAST, 17.00 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE SOUTH 47 DEGREES 08 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 18.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

[illegible]

~~THE OBORE STREET~~

**SIGN EXHIBIT**

NORTHEAST CORNER  
OF GAYLORD RD AND THEODORE ST  
CREST HILL, ILLINOIS



**WT**  
**Group**  
Engineering • Design • Construction

WT GROUP

For a full description of the following  
 Facilities and Services, please refer to the  
 complete form of the **Professional Services** and  
**Engineering with Inspection, Part 1** and **Part 2**

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100 hours of training (100 hours of training)

2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2818 2819 2820 2821 2822 2823 2824 2825 2826

2025-04-18 14:22

**Abstract**

1-800-368-2722 / 904-997-1155

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## LEGEND

NOTES

1. FIELD WORK COMPLETED ON 10/23/72

2. SURVEY PERFORMED WITHIN THE AID OF A TRAIL ROBERTA, AFTER EXHAUSTIVE BUILDING STUDIES AND OTHER LOCAL RESOURCES WERE KNOWN.

3. SURVEY PERFORMED BY THE BIRNBOCK

4. BASED ON RESEARCH, A TRAIL NORTH ALONG THE ALLEGANY STATE HIGHWAY, BETWEEN CROTON HILL AND THE TRAIL STATE.

5. AN ACCIDENTAL ROAD WITHIN THE ALLEGANY WOULD BE BEING REPORTED TO THE ALLEGANY AS SOON AS POSSIBLE.

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss

THE "W-1" GROUP, LLC  
C/OX UNDER OUR HAND AND SEAL THIS 15th DAY OF FEBRUARY A.D. 2023  
AT HOFFMAN ESTATES, ILLINOIS

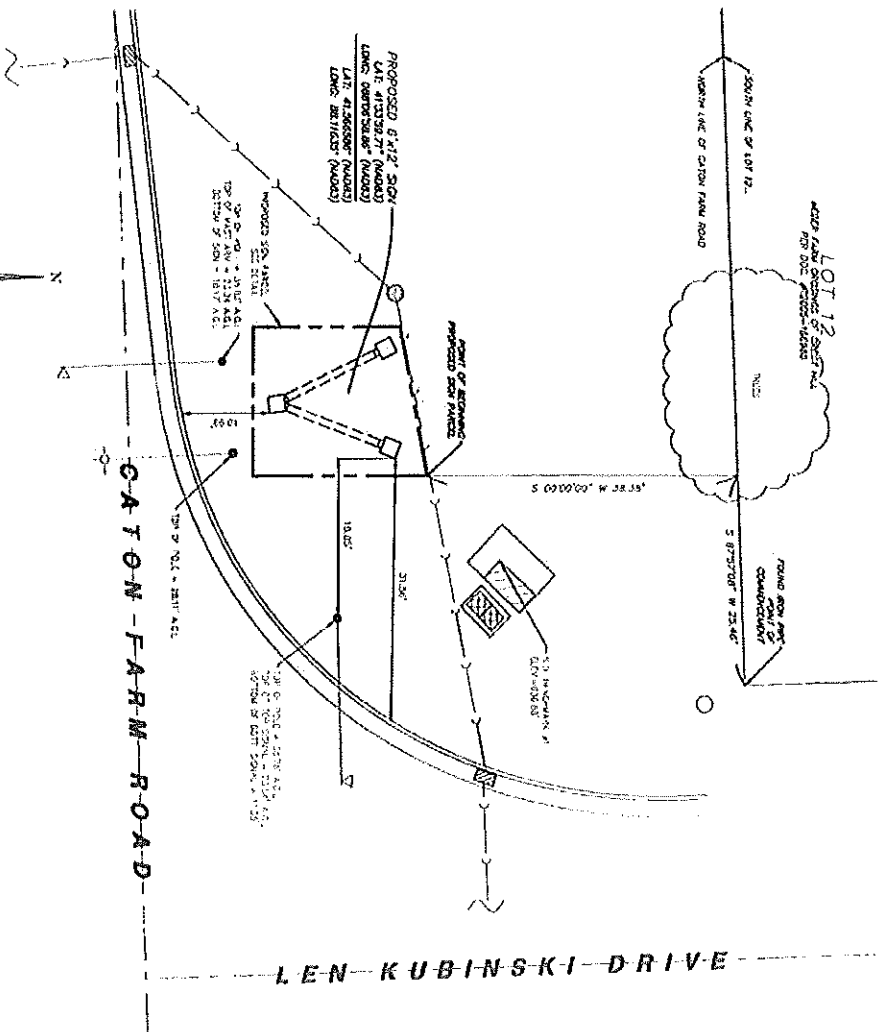
KUNOS PROFESSIONAL DESIGN FIRE LICENSE NO. 184.687570-00114

DATE :	11/01/22
SCALE :	T=10'
DRAWN :	KCH
BOUNDARY :	N/A
FIELD WORK :	BSA
CHECK :	FM
JOB :	SZ200123
SHEET	
<b>S-1</b>	

**U**

LEGAL DESCRIPTION FOR DIGITAL DISPLAY SITE AT CATON FARM ROAD AND LEN  
KUBINSKI DRIVE

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN WEBER FARM CROSSINGS OF CREST HILL, RECORDED SEPTEMBER 27, 2005 AS DOCUMENT NUMBER R2005166985; THENCE SOUTH 87 DEGREES 57 MINUTES 08 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 25.46 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 38.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 21.32 FEET; NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 18.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 79 DEGREES 32 MINUTES 37 SECONDS EAST, 18.30 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

[illegible]

NORTHWEST CORNER  
OF CATON FARM AND PERINAR DR.  
CREST HILL, ILLINOIS



FRANK L. BARTON - PLS #23-00350 - EXPTS "12/07/2005"  
ALUNDS PROFESSIONAL DESIGN FIRM LICENSE NO. 164-007570-0015

DATE :	11/01/22
SCALE :	T <sup>h</sup> =10'
DRAWN :	KCH
BOUNDARY :	N/A
FIELD WORK :	BSA
CHECK :	PLM
JOB :	S2200122
SHEET	
S-1	
OF ONE SHEETS	

## EXHIBIT B

### Minimum Insurance Requirements

7-2.020-The insurance coverage required of BRT and any Subcontractors of BRT shall be written for not less than the following, or greater if required by law:

*A. Workers' Compensation and Occupational Disease Insurance* in accordance with applicable state and federal laws, and Employer's Liability Insurance with a bodily injury per accident limit of liability of at least \$ 500,000, bodily injury by disease limit each employee of \$500,000 and bodily injury by disease policy limit of \$500,000 or such greater sum as may be reasonably required by City.

*B. Commercial General Liability Insurance* provided by ISO form CG 0001 with a combined

Bodily Injury and Property Damage limit of at least \$1,000,000 per occurrence,  
\$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate, or such greater sum as may be reasonably required by City.

1. The above policy shall include an endorsement identifying City, and any other parties as may be reasonably required by City as Additional Insured. ISO endorsements CG 2010 and CG 2037 any edition, or equivalent forms, must be used to provide this coverage. Copies of the endorsements must be included with the certificate of insurance as required in paragraph L.
2. Claims-Made coverage triggers are not acceptable to City.
3. ISO form CG2503, Designated Construction Project(s) General Aggregate Limit or an equivalent form must be endorsed to the policy and identified on the certificate of insurance. City's and BRT's Protective Liability policy can be utilized in lieu of aggregate limits per project, (see 7-2.020 for OCP requirements)
4. The policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy.

5. The policy shall not contain any provision, definition or endorsement which would serve to eliminate third party action over claims

C. *Comprehensive Automobile Liability Insurance* covering use of all owned, non-owned and hired vehicles with Bodily Injury and Property Damage limit of at least \$1,000,000 Combined Single Limit, or such greater sum as may be reasonably required by the City. This policy shall include coverage for City, and any other parties as may be reasonably required by City, for liability arising out of the actions of BRT, whether by endorsement or otherwise.

D. *Excess or Umbrella Liability Insurance* limits of no less than \$5,000,000 per occurrence for Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability, in excess of the minimum policy limits stated below:

Employer's Liability        \$500,000/ \$500,000 /  
\$500,000

Commercial General Liability \$1,000,000 per  
occurrence

Commercial General Liability \$2,000,000 general  
aggregate

Commercial General Liability \$2,000,000 completed operations  
aggregate

Comprehensive Auto Liability        \$1,000,000  
combined single limit

Excess/Umbrella coverage shall be provided as no less than Follow Form and shall name City, and any other parties as may be reasonably required by City, as Additional Insured on a Primary and Non-Contributory basis.

E.        *n/a*

F. *Professional Liability* in the amount of \$2,000,000 per occurrence and in the aggregate or such sum as may be reasonably required by the City. This requirement covers the BRT's duties that involve professional architectural, engineering, design, or consultation work.

G. *n/a*

- H. Each of BRT's General Liability, Auto Liability, Pollution Liability, Professional Liability and Excess/Umbrella Liability policies must be endorsed as Primary and Non-Contributory as to any insurance maintained by the Additional Insured(s) and shown on the certificate of insurance.*
- I. An endorsement in favor of the Additional insured(s) waiving the BRT's and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, Comprehensive Auto Liability, Professional Liability and Workers' Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certificate of insurance.*
- J. Self-funded or other non-risk transfer insurance mechanisms or deductibles/self-insured retentions greater than \$25,000 per occurrence are not acceptable to City on any insurance coverage required in this agreement. If BRT has such a program, full disclosure must be made to City prior to any consideration being given.*
- K. Any subcontractor employed by BRT shall have equivalent coverage.*
- L. A Certificate of Insurance, including copies of the Additional Insured endorsements, shall be sent to City prior to the commencement of any Work (please see the sample attached). All Certificates of Insurance and Endorsements verifying the existence of the above required insurance shall be in form and content satisfactory and acceptable to City and shall be submitted to City in a timely manner so as to confirm BRT's full compliance with these insurance requirements stated herein, throughout the entire term of this Agreement.*
- M. BRT shall provide written notice via email of any cancellation notice received by BRT from any insurer providing insurance as required in this Agreement within two (2) business days of BRT's receipt of such notice.*
- N. Permitting BRT to commence Work prior to City's receipt of the required certificate shall not be a waiver of the BRT's obligation to provide all of the above insurance. Acceptance by City of insurance submitted by BRT shall not relieve or decrease in any manner the liability of the BRT for its performance under this Agreement.*

In the event BRT fails to obtain or maintain any of the foregoing required coverage, the City may purchase such coverage and charge the expense thereof to the BRT, or may terminate this Agreement.

These Insurance provisions are intended to be a separate and distinct obligation on the part of BRT. Therefore, these provisions shall be enforceable and BRT shall be bound thereby regardless of whether or not the Indemnity provisions of this Agreement are determined at any time to be enforceable in the jurisdiction in which the Work covered by this Agreement is performed. The obligation of BRT to provide the insurance herein specified shall not limit in any way the liability or obligations assumed by the BRT elsewhere in this Agreement.

In the event BRT or its insurance carrier(s) defaults on any obligations under this Insurance provision, BRT agrees that it will be liable for all reasonable expenses and attorneys' fees incurred by City in the enforcement of the terms of this provision.

***0. City and BRT's Protective Liability Insurance***

If BRT is unable or unwilling to provide the required General Liability Additional Insured forms, a City's and BRT's Protective Policy can be purchased as an acceptable alternate; Required limits of insurance;

1. Bodily Injury and Property Damage  
Combined

\$5,000,000 Each  
Occurrence

\$10,000,000 Annual  
Aggregate

2. BRT will furnish and maintain during the entire period of construction a City and BRT's Protective Liability policy written in the name of the City with not less than the limits indicated. The named insureds shall be:
  - a. City
  - b. Consultant, If required.
3. Proof of insurance for the coverages required to be purchased by BRT, including the City's and BRT's Protective Policy shall be submitted to City for his approval prior to the start of construction. Proof of the City's Protective Policy shall consist of providing an entire copy of that policy to the City. With respect to all other coverages required to be purchased by the BRT, proof of insurance shall consist of a Certificate of Insurance issued by the BRT's insurance agency.

4. It is further understood that any insurance maintained or carried by City shall be in excess of any coverage provided by any BRT or Subcontractor.

## SAMPLE INSURANCE CERTIFICATE

[illegible]