

**MASTER POLE ATTACHMENT AGREEMENT  
BETWEEN THE VILLAGE OF HOMEWOOD  
AND CHICAGO SMSA LIMITED PARTNERSHIP  
(VERIZON WIRELESS)**

This Master Pole Attachment Agreement (Agreement) made this 14th day of September, 2021, between the Village of Homewood, Cook County, Illinois, with principal offices at 2020 Chestnut Road, Homewood, IL 60430, hereinafter designated "Homewood" and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, hereinafter designated "Verizon." Homewood and Verizon are collectively referred to as the "Parties" or individually as the "Party."

For this Agreement, the phrase "Small Wireless Facilities Ordinance" shall refer to Village of Homewood Ordinance M-\_\_\_\_\_ (formerly Chapter 94, Article VII of the Homewood Municipal Code titled "Small Wireless Facilities," to include Sections 94-226 through 94-233), as now or hereafter amended.

WITNESSETH

WHEREAS, Homewood is the owner, of certain utility poles, wireless support structures, and/or real property, which are within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to Verizon; and

WHEREAS, Verizon desires to install, maintain and operate small wireless facilities in and/or upon certain of Homewood's utility poles, wireless support structures and/or real property; and

WHEREAS, Homewood and Verizon acknowledge that any term used in this Agreement defined in the Small Wireless Facilities Ordinance shall have the meaning provided therein; and

WHEREAS, Homewood and Verizon acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable.

WHEREAS, Homewood and Verizon desire to enter into this Agreement to define the general terms and conditions which would govern their relationship regarding particular sites at which Homewood may wish to permit Verizon to install, maintain and operate small wireless facilities as set forth; and

WHEREAS, Homewood and Verizon intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle-Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et seq.* and Federal Communication Commission Regulations; and

WHEREAS, Homewood and Verizon acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached as Exhibit A, regarding any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of Verizon in different geographic areas and as a result, each Supplement may be signed by Verizon affiliated entities as further described, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the Parties agree:

- 1) PREMISES. Under the terms of this Agreement and the applicable Supplement, Homewood agrees to license to Verizon that certain space on or upon Homewood's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over the Property (as defined below) and to and from the Premises for installation, operation, maintenance, repair and modification of Verizon's small wireless facilities. Homewood's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of Homewood's property is hereinafter referred to as "Property". If there are not sufficient electric and telephone, cable or fiber utility sources at the Premises or on the Property, Homewood agrees to grant Verizon the right to install such utilities on, over and/or under the Property and to the Premises for Verizon to operate its communications facility, but only from a duly authorized provider of such utilities, provided the location of such utilities shall be designated by Homewood.

- 2) PERMIT APPLICATION. For each small wireless facility, Verizon shall apply to Homewood for permit that includes:
  - a) Site specific structural integrity and, for Homewood's utility pole or wireless support structure, a make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
  - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
  - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
  - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
  - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
  - f) Certification that the collocation complies with the Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge.
  - g) The application fee due.
- 3) APPLICATION FEES. Application fees are subject to these requirements:
  - a) Verizon shall pay an application fee of \$650.00 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and \$350.00 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
  - b) Verizon shall pay an application fee of \$1,000.00 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.

- c) Notwithstanding any contrary provision of state law or local ordinance, applications under this Section must be accompanied by the required application fee.
- d) Homewood shall not require an application, approval, or permit, or require any fees or other charges, from Verizon, for:
  - 1) routine maintenance; or
  - 2) the replacement of wireless facilities with wireless facilities substantially similar, the same size, or smaller if Verizon notifies Homewood at least 10 days before the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
  - 3) the installation, placement, maintenance, operation, or replacement of small wireless facilities suspended on cables strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

Verizon shall secure a permit from Homewood to work within rights-of-way for activities that affect traffic patterns, require lane closures and alley and sidewalk closures.

4) REQUIREMENTS.

- a) Verizon's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. Verizon shall install small wireless facilities of the type and frequency that will not unacceptably interfere with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured under industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and Verizon has been given written notice of the interference by the public safety agency, Verizon, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. Homewood may terminate a permit for a small wireless facility based on such interference if Verizon is not making 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 including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) Verizon shall not install devices on the existing utility pole or wireless support structure that extend beyond 10 feet of the poles existing height.
  - c) Verizon shall install pole mounted equipment at a minimum of 8 feet from the ground.
  - d) Verizon shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.
  - e) Verizon shall paint or otherwise camouflage antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.
  - f) Verizon shall install landscaping at the base of poles regarding any ground equipment installed by Verizon on which devices are being installed as required by Section 12, of the Village of Homewood Zoning Ordinance, as now or hereafter amended of Homewood.
  - g) Verizon shall comply with all the terms and conditions of Homewood's Municipal Code including Chapter 34; Article VI., as now or hereafter amended regarding construction of utility facilities.
  - h) Verizon shall comply with requirements imposed by a contract between Homewood and a private property owner that concern design or construction standards applicable to utility poles and ground mounted equipment in the right-of-way.
  - i) Verizon shall comply with spacing requirements in Homewood's Municipal Code including Chapter 34; Article VI., as now or hereafter amended concerning the location of ground mounted equipment in the right-of-way.
  - j) Verizon shall comply with Homewood's Municipal Code including Chapter 34; Article VI., as now or hereafter amended concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, in any.
  - k) Verizon shall comply with Homewood's Municipal Code including Chapter 34; Article VI., as now or hereafter amended for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension

requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements consistent with PA 100-0585 and adopted by Homewood regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.

- l) Verizon shall not collocate small wireless facilities within the communication worker safety zone of the Pole or the electric supply zone of the Pole on Homewood utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be in the communications space on Homewood utility pole and on the top of the Pole, if not otherwise unavailable, if Verizon complies with Homewood's Municipal Code including Chapter 34; Article VI., as now or hereafter amended for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- m) Verizon shall comply with the Homewood Municipal Codes, as now or hereafter amended that concern public safety.
- n) Verizon shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. Verizon shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- o) Verizon shall notify Homewood before performing routine maintenance that would require restricting access to streets, sidewalks, or access to any building.
- p) Verizon shall comply with the Village of Homewood Appearance Plan that provides direction for decorative utility poles, or stealth, concealment, and aesthetic requirements identified by Homewood in Chapter 28 of the Homewood Municipal Code, as now or hereafter amended, Homewood's comprehensive plan dated May 25, 1999, and Homewood's Downtown Master Plan, dated March 2005, or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

- q) Homewood requires the following design or concealment measures in a historic district or historic landmark:
- 1) Whether the proposed work will highlight or positively enhance any exterior feature of the property and improvements.
  - 2) Whether any new improvements will have a positive effect and harmonized with the external appearance of neighboring improvements.
  - 3) The extent and process of any proposed demolition and subsequent changes in landscaping.
  - 4) Whether the proposed work will result in the maintenance or addition of site landscaping and other vegetation.
  - 5) A report from the building inspector in the state of repair and structural stability of the improvement under construction.
  - 6) Any changes in the essential character of the area which would occur as a result of approval of the application.
  - 7) Whether the proposed work is in accordance with the Secretary of the Interior's Standards for Rehabilitation as found in 36 CFR 67, as amended from time to time.
  - 8) Whether the proposed work conforms to any design criteria or other specific guidelines which the village board may later adopt.
  - 9) If the proposal is for complete demolition:
    - a) Whether, applying the criteria of section 22-23, the village would suffer an irreparable loss.
    - b) Whether there are other structures in the community having the same or similar historical background or whether the subject property is unique.
    - c) Whether the proposed new use of the subject property is permitted under the village's zoning ordinance.

Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any Verizon's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit Homewood's enforcement of historic preservation in conformance with the requirements adopted under the Illinois State Agency Historic Resources Preservation Act or the National Historic

Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.* and the regulations adopted to implement those laws.

- 5) APPLICATION PROCESS. Homewood shall process applications as follows:
- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by Homewood shall be processed by Homewood and deemed approved if Homewood fails to approve or deny the application within 90 days. However, if Verizon intends to proceed with the permitted activity on a deemed approved basis, Verizon must notify Homewood in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by Homewood. The receipt of the deemed approved notice shall not preclude Homewood's denial of the permit request within the time limits as provided in the Small Wireless Facilities Ordinance.
  - b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if Homewood fails to approve or deny the application within 120 days. However, if Verizon applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify Homewood in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by Homewood. The receipt of the deemed approved notice shall not preclude Homewood's denial of the permit request within the time limits as provided in the Small Wireless Facilities Ordinance.
  - c) Homewood shall approve an application unless the application does not meet the requirements of the Small Wireless Facilities Ordinance.
  - d) If Homewood determines that applicable codes, local code provisions or regulations that concern public safety, or the requirements of the Small Wireless Facilities Ordinance require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of Verizon. Homewood must document the basis for a denial, including the specific code provisions or application



conditions on which the denial was based, and send the documentation to Verizon on or before the day Homewood denies an application. Verizon may cure the deficiencies identified by Homewood and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. Homewood shall approve or deny the revised application within 30 days after Verizon resubmits the application or it is deemed approved. However, Verizon must notify Homewood in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e) COMPLETENESS OF APPLICATION. Within 30 days after receiving an application, Homewood shall determine whether the application is complete and notify the applicant. If an application is incomplete, Homewood shall specifically identify the missing information. An application shall be deemed complete if Homewood fails to notify the applicant with 30 days after all documents, information and fees specifically enumerated in Homewood's permit application form are submitted by the application to Homewood. Processing deadlines are tolled from the time Homewood sends the notice of incompleteness to the time the applicant provides the missing information.
- f) TOLLING. The period for applications may be further tolled by the express agreement in writing by both Homewood and Verizon; or a local, state or federal disaster declaration or similar emergency that causes the delay.
- g) CONSOLIDATED APPLICATIONS. A Verizon seeking to collocate small wireless facilities within the jurisdiction of Homewood shall be allowed, at Verizon's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, Homewood may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. Homewood may issue separate permits for each collocation approved in a consolidated application.

- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless Homewood and Verizon agree to extend this period or a delay is caused by make-ready work for a Homewood utility pole or by the lack of commercial power or backhaul availability at the site, provided Verizon has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless Homewood grants an extension in writing to Verizon.
- 7) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of (not less than 5 years), and the permit and Supplement shall be renewed for equivalent durations unless Homewood makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or the Small Wireless Facilities Ordinance, as now or hereafter amended. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to Homewood's code provisions or regulations in effect at the time of renewal.
- 8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless Verizon terminates it at the end of the then current term by giving Homewood written notice of the intent to terminate at least three (3) months before the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern regarding any remaining Supplements in effect until their expiration or termination.
- 9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that Verizon commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to Homewood in the Supplement (unless Homewood otherwise designates another payee and provides notice to Verizon). Homewood and Verizon acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by Verizon until thirty (30) days after the Commencement Date. Homewood and Verizon agree that they shall acknowledge in writing the Commencement Date of

each Supplement. Rental for any poles under this Agreement, shall be an annual fee of \$200.00 per each wireless facility which Verizon attaches to Homewood's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, Verizon may pay rent by electronic funds transfer and Homewood agrees to provide to Verizon bank routing information for such purpose upon request of Verizon.

- 10) ABANDONMENT. A small wireless facility not operated for a continuous period of 12 months shall be considered abandoned and Verizon must remove the small wireless facility within 90 days after receipt of written notice from Homewood notifying Verizon of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by Homewood to Verizon at the last known address of Verizon. If the small wireless facility is not removed within 90 days of such notice, Homewood may remove or cause the removal of such facility and charge said costs to Verizon.

Verizon shall provide written notice to Homewood of any sale or transfer of small wireless facilities not less than 30 days before such transfer and the notice shall include the name and contact information of the new wireless provider.

- 11) CONDITION OF PREMISES. Where the Premises includes one or more Poles, Homewood covenants it will keep the Poles in good repair as required by all federal, state, county and local laws. If Homewood fails to make such repairs including maintenance within 60 days of any notification to Homewood, Verizon may cease annual rental for the effected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If Verizon terminates, Verizon shall remove its small wireless facility. Termination of this Agreement shall be Verizon's sole remedy.
- 12) MAKE-READY TERMS. Homewood shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary Homewood or public service agency plan. Fees for make-ready work, including any Homewood utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for Homewood utility poles that do not support aerial facilities used

to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within 60 days of written acceptance of the good faith estimate by Homewood at Verizon's sole cost and expense. Unless otherwise agreed by the parties, make-ready work shall be performed by LICENSEE or its qualified contractor.

- 13) AERIAL FACILITIES. For Homewood utility poles that support aerial facilities used to provide communications services or electric services, Verizon shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. Homewood shall follow a substantially similar process for such make-ready work except if the timing requirements are otherwise addressed in the Small Wireless Facilities Ordinance. The good faith estimate of the person owning or controlling Homewood's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include Homewood utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.
- 14) NO AERIAL FACILITIES. For Homewood utility poles that do not support aerial facilities used to provide communications services or electric services, Homewood shall provide a good faith estimate for any make-ready work necessary to enable Homewood utility pole to support the requested collocation, include pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any Homewood utility pole replacement, shall be completed within 60 days of written acceptance of the good faith estimate by Verizon at Verizon's sole cost and expense. Alternatively, if Homewood determines that applicable codes or public safety regulations require Homewood's utility pole to be replaced to support the requested collocation, Homewood may require Verizon to replace Homewood's utility pole at Verizon's sole cost and expense.
- 15) GENERAL RESTRICTIONS. If Homewood, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, Homewood shall notify Verizon at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, Homewood shall provide options for alternative locations for Verizon relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). Verizon shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. If a suitable Alternative Premises cannot be identified, Verizon may terminate the applicable Supplement. If an emergency occurs, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, Homewood

must provide as much notice as reasonably practical under the circumstances. Verizon may terminate this Agreement by giving written notice to the other Party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days before the date specified therein.

- 16) ELECTRICAL. Verizon shall be permitted to connect its equipment to necessary electrical and telephone service, at Verizon's expense. Verizon shall attempt to coordinate with utility companies to provide separate service to Verizon's equipment for Verizon use. If Verizon can obtain separate electrical service with a separate meter measuring usage, Verizon shall pay the utility directly for its power consumption, if billed directly by the utility. If separate electrical service is not possible or practical under the circumstances, Verizon may use existing service, at Verizon's expense, upon the reasonable approval of Homewood. If Verizon uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at Verizon's expense, which shall monitor Verizon's utility usage (with a reading and subsequent bill for usage delivered to Verizon by either the applicable utility company or Homewood); or (ii) provide for an additional fee in the applicable Supplement which shall cover Verizon's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.
- 17) TEMPORARY POWER. Verizon shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Homewood. Verizon shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by Homewood.
- 18) USE; GOVERNMENTAL APPROVALS. Verizon shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. Verizon shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that Verizon's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities and a satisfactory building structural analysis which will permit Verizon use of the Premises. In the event that (i) any of such applications for such Governmental Approvals

should be finally rejected; (ii) any Governmental Approval issued to Verizon is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Verizon determines that such Governmental Approvals may not be obtained promptly, Verizon may terminate the applicable Supplement. Notice of Verizon's exercise of its right to terminate shall be given to Homewood under the notice provisions in Paragraph 23 and shall be effective upon the mailing of such notice by Verizon, or upon such later date as designated by Verizon. All rentals paid to said termination date shall be retained by Homewood. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other. Otherwise, Verizon shall have no further obligations for the payment of rent to Homewood for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, Verizon shall continue to be liable for all rental payments to Homewood until all equipment is removed from the Property.

19) INSURANCE.

- a) Required Coverages and Limits. Verizon shall secure and maintain the following liability insurance policies insuring Verizon as named insured and including Homewood, and its elected and appointed officers, officials, and employees as additional insureds as their interest may appear under this Agreement on the policies in paragraphs i) and ii) below:
  - 1) 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 ten million dollars (\$10,000,000) per occurrence for bodily injury, property damage and ten million dollars general aggregate including personal and advertising injury.
  - 2) Commercial Automobile liability covering all owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000) each accident for bodily injury and property damage;
  - 3) Worker's compensation with statutory limits and Employer's liability insurance with limits of one million dollars (\$1,000,000) each accident/disease/policy limit. The contractor's insurance coverage shall be primary as respects Homewood, its officials, , employees and volunteers. Any insurance or self-insurance maintained by Homewood, its officials, , employees and volunteers shall be excess of contractor's insurance and shall not contribute with it. Verizon shall require contractors and subcontractors performing the work on behalf

of Verizon to obtain and maintain substantially the same coverage as required of Verizon.

- b) Upon receipt of notice from its insurer(s) Verizon shall provide the Village Manager with thirty (30) days prior written notice of cancellation of any required coverage by First Class Mail addressed to the Village Manager of such intent to cancel or not to renew. Verizon shall obtain and furnish to Homewood evidence of replacement insurance policies meeting the requirements of this Section.
  - c) Self-Insurance. Verizon may self-insure all or a portion of the insurance coverage and limit requirements required by subsection (a) of this Section. If Verizon self-insures, it is not required, to the extent of such self-insurance, to comply with the requirements of subsections (b), (c) and (d) of this Section. If Verizon self-insures, it shall provide to Homewood evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection (a) of this Section, such as evidence that Verizon is a "private self-insurer" under the Workers Compensation Act.
  - d) Effect of Insurance and Self-Insurance on Verizon's Liability. The legal liability of Verizon to Homewood for any of the matters that are the subject of the insurance policies or self-insurance required by this Section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.
  - e) Insurance Companies. All insurance provided under this Section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with Verizon in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.
- 20) INDEMNIFICATION. Verizon shall indemnify and hold Homewood harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of Homewood's improvements or right-of-way associated with such improvements by Verizon or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. Verizon has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of Homewood or its employees or agents. Verizon further waives any claims that Verizon may have against Homewood regarding consequential, incidental, or special damages, however caused, based on the theory of liability.

- 21) REMOVAL AT END OF TERM. Verizon shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by Verizon excepted. Homewood agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Verizon shall remain the personal property of Verizon and Verizon may remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Verizon to remain on the Premises after termination of the Supplement, Verizon shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the antenna structure, fixtures and all personal property are completed.
- 22) RIGHTS UPON SALE. Should Homewood, during the Term of any Supplement sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize Verizon's rights hereunder and under the terms of the Supplement.
- 23) NOTICES. All notices must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):
- For Homewood: Village of Homewood  
Attn: Village Manager  
2020 Chestnut Rd.  
Homewood IL 60430
- with copy to: Christopher J. Cummings  
Village Attorney  
2024 Hickory Rd., Suite 205  
Homewood IL 60430
- For Verizon: Chicago SMSA Limited Partnership d/b/a Verizon  
Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attention Network - Real Estate



with copy to: Chicago SMSA Limited Partnership d/b/a Verizon  
Wireless  
1515 E Woodfield Rd.  
10th Floor  
Schaumburg, IL 60173  
Attn: Network Legal

Notice to the village under Section 23 above shall be made by email to:  
generalinfo@homewoodil.gov.

Either Party may change the addressee and/or location for giving notice to it by providing thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained under the foregoing.

- 24) CASUALTY. If damage by fire occurs or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Verizon's operations at the Premises for over forty-five (45) days, then Verizon may, following such fire or other casualty, provided Homewood has not completed the restoration required to permit Verizon to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to Homewood. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, regarding payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Verizon's use of the Premises is impaired.
- 25) DEFAULT. If there is a breach by a Party regarding any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching

Party after the 30-day cure period, as potentially extended to 90 days based on circumstances.

- 26) REMEDIES. If a default occurs by either Party regarding a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in exercising any right or remedy which the non-defaulting Party may have for such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to obtaining reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due by the defaulting Party upon invoice therefor.
- 27) APPLICABLE LAWS. During the Term, Homewood shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). Verizon shall, regarding the condition of the Premises and at Verizon's sole cost and expense, comply with (a) all Laws relating solely to Verizon's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by Verizon in the Premises. It shall be Homewood's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable Verizon to obtain all necessary building permits).
- 28) BOND. Verizon shall deposit with Homewood once, before the commencement of the first Supplement a bond in a form reasonably acceptable to Homewood for \$10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains over 30 days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the Premises to original condition if Verizon fails to do so.
- 29) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time contain all agreements, promises and understandings between Homewood and Verizon regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Homewood or Verizon in any dispute, controversy or proceeding. This

Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.

30) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

31) AUTHORIZATION. Verizon certifies and warrants it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their respective seals the day and year first above written.

Village of Homewood

Attest: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Richard A. Hofeld  
Village President

Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

Attest: \_\_\_\_\_

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

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

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

## EXHIBIT "A"

### LICENSE SUPPLEMENT

This License Supplement (Supplement), is made on \_\_\_\_\_ between the Village of Homewood, with principal offices at 2020 Chestnut Road, Homewood, IL 60430, hereinafter designated "Homewood" and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, with its principal offices at [Address], hereinafter designated "Verizon."

1. Master License Agreement. This Supplement is a Supplement as referenced in that certain Master License Agreement between Homewood and Verizon dated August XX, 2020 (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. If a contradiction occurs, modification or inconsistency between the Agreement and this Supplement, this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated.
2. Premises. The Property owned by Homewood is located at \_\_\_\_\_. The Premises licensed by Homewood to Verizon are described on Exhibit "1" attached hereto and made a part hereof.
3. Term. The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
4. Consideration. Rent under this Supplement shall be \$200.00 per year, payable to Homewood at its principal offices Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. Verizon shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. Site Specific Terms. (Include any site specific terms)

IN WITNESS WHEREOF, the Parties have set their hands and affixed their respective seals the day and year first above written.

Village of Homewood

Attest: \_\_\_\_\_

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

Richard Hofeld  
Village President

Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partne

Attest: \_\_\_\_\_

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

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

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

EXHIBIT 1

Premises

(see attached site plans)