

**CITY OF COLUMBIA, ILLINOIS**  
**ORDINANCE NO. 3598**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN  
SETTLEMENT AGREEMENT WITH CROWN CASTLE GT COMPANY LLC,  
CROWN CASTLE INTERNATIONAL CORP., GTE WIRELESS INC., NEW  
CINGULAR WIRELESS PCS, LLC, AND CELLCO PARTNERSHIP, A DELAWARE  
GENERAL PARTNERSHIP, D/B/A VERIZON WIRELESS FORMERLY KNOWN AS  
VERIZON COMMUNICATIONS INC.; AND AUTHORIZING THE MAYOR TO  
EXECUTE CERTAIN LEASE AGREEMENTS WITH NCWPCS MPL 24 – YEAR SITES  
TOWER HOLDINGS LLC AND CROWN CASTLE GT COMPANY, LLC; AND  
AUTHORIZING THE MAYOR TO EXECUTE A CONSENT TO SUBLEASE.**

**WHEREAS**, the City of Columbia (“City”), Monroe and St. Clair Counties, Illinois is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, and owns certain real property located in the City of Columbia, State of Illinois, further described in Exhibits 2 and 3 hereto (the “Property”); and

**WHEREAS**, the City is involved in litigation with Crown Castle GT Company, LLC, Crown Castle International Corp., GTE Wireless Inc., New Cingular Wireless PCS, LLC, and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless formerly known as Verizon Communications Inc (collectively, the “Telecom Parties”) regarding certain telecommunications leases on the Property; and

**WHEREAS**, to resolve the issues surrounding the litigation the City desires to enter into a settlement agreement with the Telecom Parties (the “Settlement Agreement”); and

**WHEREAS**, as a condition of the Settlement Agreement the City desires to enter into two communications site lease agreements, one with NCWPCS MPL 24 – Year Sites Tower Holdings LLC (the “Tower 1 Lease”), and one with Crown Castle GT Company, LLC (the “Tower 2 Lease”), leasing portions of the Property for telecommunications purposes; and

**WHEREAS**, The Property is currently used for the operation and maintenance of a communications tower and related facility. The Tower 1 Lease and Tower 2 Lease each provide that the tenants will use the Property only for the same general purposes: maintaining, securing and operating a communications facility, including, but not limited to, the maintenance, repair and/or replacement of the communications tower, structural tower base(s), communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, and related equipment on the premises for the transmission and reception of communication signals; and

**WHEREAS**, NCWPCS MPL 24 – Year Sites Tower Holdings L.L.C. seeks the City’s consent to sublease a portion of the Tower 1 Lease site to DISH Wireless LLC (the “Consent to Sublease”).

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and City Council of the City of Columbia, as follows:

**Section 1.** The preceding recitations in the upper part of this Ordinance are realleged, restated and adopted as paragraph one (“1”) of this Ordinance.

**Section 2.** The City Council of the City of Columbia hereby authorizes the Mayor and other designated and authorized City officials to execute the Settlement Agreement, substantially in the form attached hereto and incorporated herein by reference as Exhibit “1”.

**Section 3.** The City Council of the City of Columbia hereby authorizes the Mayor and other designated and authorized City officials to execute the Tower 1 Lease, substantially in the form attached hereto and incorporated herein by reference as “Exhibit 2”.

**Section 4.** The City Council of the City of Columbia hereby authorizes the Mayor and other designated and authorized City officials to execute the Tower 2 Lease, substantially in the form attached hereto and incorporated herein by reference as “Exhibit 3”.

**Section 5.** The City Council of the City of Columbia hereby authorizes the Mayor and other designated and authorized City officials to execute the Consent to Sublease, substantially in the form attached hereto and incorporated herein by reference as “Exhibit 4”.

**Section 6.** The City Council of the City of Columbia hereby grants the Mayor and other designated and authorized City officials further authority to execute other documents and take other actions reasonably necessary to carry out the intent of this Ordinance, the Tower 1 Lease, the Tower 2 Lease, the Settlement Agreement, and the Consent to Sublease.

**Section 7.** This Ordinance shall take full force and effect immediately upon passage by the Corporate Authorities.

**PASSED** by the City Council and **APPROVED** by the Mayor of the City of Columbia, Illinois and deposited and filed in the office of the City Clerk on the 18th day of January, 2022, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES: Aldermen Niemietz, Roessler, Huch, Holtkamp, Martens, Riddle, Garmer, and Khoury.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:



BOB HILL, Mayor

ATTEST:



ANDREW HITZEMANN, City Clerk

(SEAL)

**Exhibit 1**

**Exhibit 2**

**Exhibit 3**

**Exhibit 4**

### Settlement Agreement

This Settlement Agreement (“Settlement Agreement”) is entered into as of this 18th day of January, 2022, between the CITY OF COLUMBIA, ILLINOIS, a municipal corporation (the “City”), and Crown Castle GT Company LLC, GTE Wireless Inc., New Cingular Wireless PCS, LLC, Celco Partnership, a Delaware general partnership, d/b/a Verizon Wireless formerly known as Verizon Communications, Inc., and Crown Castle International Corp. (the “Defendants”) (the City and the Defendants are referred to herein individually as a “Party” and collectively as “the Parties”).

#### RECITALS:

Whereas certain disputes arose between the City and some or all of the Defendants regarding: (i) that certain April 6, 1994 Lease Agreement between the City and Eastern Missouri Cellular Limited Partnership, as amended and/or assigned (“Tower 1 Lease”); and (ii) that certain July 5, 1994 Mobile Systems Ground Lease Agreement between the City and Cybertel Cellular Telephone Company, as amended and/or assigned (“Tower 2 Lease”);

Whereas: (i) on September 21, 2018, the City filed a Complaint for Breach of Contract, Declaratory Judgment, and Trespass in the Circuit Court of Monroe County, State of Illinois, Case No. 2018MR60, which lawsuit was removed to the United States District Court for the Southern District of Illinois and docketed at case no. 3:18-cv-02065 (the “Contract Action”); and (ii) on September 24, 2018, the City filed a Complaint for Forcible Entry and Detainer in the Circuit Court of Monroe County, State of Illinois, Case No. 2018L23, which lawsuit was removed to the United States District Court for the Southern District of Illinois and docketed at case no. 3:18-cv-02063 (the “Detainer Action”) (the Contract Action, the Detainer Action and all claims, causes of action, counterclaims, and defenses asserted therein are referred to herein collectively as the “Litigation”);

Whereas, Crown Castle GT Company LLC filed counterclaims against the City in the Contract Action (the “Counterclaim”);

Whereas, in conjunction with and as a part of the Parties’ settlement of the Litigation, the City and certain of the Defendants shall contemporaneously with the execution of this Settlement Agreement, execute and enter into both (i) a new lease regarding the same or substantially similar property as that involved in the Tower 1 Lease; and (ii) a new lease regarding the same or substantially similar property as that involved in the Tower 2 Lease, executed copies of which are attached hereto as Attachments A and B respectively and are referred to collectively as the “New Lease Documents”; and

Whereas, the Parties hereto wish to settle and resolve all disputes, potential disputes, claims, and counterclaims arising out of, in connection with, or related to the Litigation, without admission of liability by any Party.

Now, therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the Parties hereto represent, warrant, acknowledge and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in their entirety.

2. Intent of the Parties to the Settlement Agreement. It is the intent of the Parties that this Settlement Agreement, in conjunction with the New Lease Documents, shall settle and resolve, fully and forever, all disputes and claims arising out of or regarding the Litigation or the allegations made therein and/or the Tower 1 Lease and/or Tower 2 Lease (including, but not limited to, all claims, including causes of action, counterclaims, and alleged damages that were

asserted or could have been asserted in the Litigation) (collectively the “Settled Matters”), in accordance with the obligations and pursuant to the terms contained herein.

3. Consideration. For and in further consideration of fully and finally settling the Litigation and the promises and representations made by the City herein, including all releases set forth in this Settlement Agreement, Defendants agree to deliver to the City one hundred ten thousand **dollars and zero cents (\$110,000.00)** in the form of a check made payable to “City of Columbia” or a wire transfer in accordance with instructions to be provided by the City (“Settlement Payment”) within ten (10) business days of the execution of this Settlement Agreement by all Parties.

4. Stipulation Dismissing Pending Action. Upon completion of all of (a) the payment of the Settlement Payment, (b) the execution of this Settlement Agreement, and (c) the execution of the New Lease Documents, counsel for the Parties shall execute and promptly thereafter file stipulations dismissing the Litigation with prejudice in the forms attached as Attachments C and D.

5. Release by the City. The City, on behalf of itself and all of its predecessors, successors, assigns, present and former officers, employees, members, agents, and representatives and/or anyone claiming by or through the City (the “City Parties”), hereby releases and forever discharges each Defendant and its and their respective parents, subsidiaries and affiliates, and its and their respective predecessors, successors, assigns, owners, shareholders, present and former directors, officers, employees, members, agents, and representatives (the “Defendant Parties”) from any and all obligations, damages, fees, costs, expenses, losses, judgments, covenants, agreements, breaches, liabilities, claims, causes of action, rights, suits, actions, and proceedings whatsoever, whether known or unknown, in law or equity (including without limitation all

liabilities for costs, charges, prejudgment interest, losses, expenses, and attorney's fees) that any City Party may now have, has ever had, or may hereafter have against any Defendant Party regarding, relating to, arising from, or in connection with the Settled Matters, provided that nothing herein shall be deemed to release the Defendant Parties of their obligations under this Settlement Agreement.

6. Release by Defendants. Defendants, on behalf of themselves and all other Defendant Parties, hereby releases and forever discharges the City Parties from any and all obligations, damages, fees, costs, expenses, losses, judgments, covenants, agreements, breaches, liabilities, claims, causes of action, rights, suits, actions, and proceedings whatsoever, whether known or unknown, in law or equity (including without limitation all liabilities for costs, charges, prejudgment interest, losses, expenses, and attorney's fees) that any Defendant Party may now have, has ever had or may hereafter have against any City Party regarding, relating to, arising from or, in connection with the Settled Matters, provided that nothing herein shall be deemed to release the City Parties of their obligations under this Settlement Agreement.

7. Successors and Assigns. This Settlement Agreement is binding on and for the benefit of all Parties hereto and their respective officers, directors, employees, agents, heirs, executors, administrators, successors, and assigns, wherever the context requires or admits.

8. No Admissions by Any Party Hereto. This Settlement Agreement is entered into for the sole purpose of consensually resolving contested matters and avoiding the costs, expenses and uncertainties associated with the nonconsensual resolution of such matters. Neither the execution of this Settlement Agreement nor the performance of any of the terms hereof shall constitute or be construed as an admission by any Party of any fact, obligation or liability, or of the merits of any claim or contention made by any Party against any other Party.

9. Affirmation of Ownership of Claims. Each of the Parties hereto warrants and represents that it has not assigned, transferred, or purported to assign or transfer to any person or entity, either directly or indirectly, voluntarily, or involuntarily, any claim, cause of action or right, or any portion thereof, based upon, arising from or in connection with any Settled Matter. Each Party also represents that it is not aware of any claim, other than the Settled Matters, that it may have against the other Party (or their respective releasees).

10. Entire Settlement Agreement, Integration. This Settlement Agreement and the documents referenced herein, including the New Lease Documents, contain the entire agreement between the Parties hereto with respect to the subject matter hereof. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist between the Parties or to bind the Parties with respect to the subject matter hereof. All prior discussions, negotiations, and agreements, oral or written, have been and are merged, integrated into and superseded by this Settlement Agreement. Each Party hereto specifically agrees that, in entering into this Settlement Agreement, it has not relied on any representation or opinion of fact, law or otherwise, made to it by any other Party hereto or attorney for said Party, other than the representations set forth herein, if any.

11. Warranties and Signatures. The individuals signing this Settlement Agreement hereby represent and warrant that they and each of them are duly authorized and empowered to act on behalf of and sign for the Parties for whom they have signed, respectively.

12. Advice of Counsel. Each Party hereto represents that this Settlement Agreement has been negotiated at arm's length, it has read and reviewed this Agreement, it has been represented by legal counsel during the course of the negotiations leading to the signing of this Settlement Agreement, it has been advised by legal counsel with respect to the meaning of this

Settlement Agreement and its legal effect, and it has executed this Settlement Agreement by its own free act and deed. Accordingly, any rule of law, or any other statute, legal decision, or common law principle of similar effect, that would require interpretation of any ambiguity in this Settlement Agreement against the Party that has drafted it is of no application here and is hereby expressly waived.

13. Formal City Approval. Prior to the execution of this Settlement Agreement, the City shall formally, legally, and irrevocably approve the New Lease Documents and this Settlement Agreement in compliance with all applicable local and Illinois state laws, rules, regulations, ordinances or other legal or regulatory requirements and shall provide written and executed confirmation of any and all such approvals executed by an officer(s), council members, or other representative(s) duly authorized and qualified to exercise such documents, which shall be attached hereto as Attachment E.

14. Representations, Warranties, and Waiver by the City. The City represents and warrants that it is authorized and has obtained all necessary and required approvals in accordance with all applicable local and Illinois state laws, rules, regulations, ordinances or other legal or regulatory requirements to enter into this Settlement Agreement and the New Lease Documents. Defendants represent and warrant that they are authorized and have obtained all necessary and required approvals in accordance with all federal, state, and local laws, rules, regulations, ordinances or other legal or regulatory requirements to enter into this Settlement Agreement and the New Lease Documents. As such, the Parties irrevocably waive any argument, defense, or claim that they have, or may have relating to or arising from any argument, defense, order, law, ordinance, rule, regulation, procedure, judgment, or other requirement or contention

that full, complete, proper, binding, and/or effective authorization(s) and approval(s) were not obtained by any of them.

15. Execution of Settlement Agreement. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original of one and the same document, and all of which, together, shall constitute a single document. Further, this Settlement Agreement may be executed by electronic signature, and such signatures shall be deemed to be originals for all purposes.

16. Severability. If any provision of this Settlement Agreement or the application thereof is held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid or enforceable or, if such modification is not possible, deemed severed and deleted. In either case, such modification or invalidity shall not affect other provisions or applications of this Settlement Agreement and to this end, the provisions of this Settlement Agreement are declared to be severable.

17. Governing Law. The construction, interpretation, operation, effect and validity of this Settlement Agreement shall be governed by the laws of the State of Illinois without regard to conflicts of law principles.

18. Paragraph Headings. The paragraph headings are for reference only and shall not affect the interpretation of any provision in this Settlement Agreement.

19. Waiver or Amendment only by Writing. No breach of any provision hereof can be waived unless done so in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or other provisions hereof. This Settlement Agreement may be amended only by written agreement of all Parties hereto.

20. Cooperation The Parties hereto shall cooperate fully in the execution of any and all other documents and in the undertaking or completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement.

21. No Waiver No failure or delay by any Party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial excuse of any such right, power, or privilege preclude any other or further exercise thereof.

22. Performance/Non-Performance of Agreement. Upon a default by any Party hereto of its respective obligations under this Settlement Agreement, the other Party may maintain an action under this Agreement to enforce it. The Parties hereto acknowledge that this Settlement Agreement may be offered in evidence by any one of them in any judicial or other proceeding to enforce or to seek damages for breach by any Party hereto of any of its obligations hereunder.

23. Attorney's Fees and Costs. Each Party shall bear its own attorney's fees and costs incurred in connection with the preparation of this Settlement Agreement and/or the Litigation.

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*Signatures on Next Page*

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IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be duly executed as of the date first above written.

City of Columbia, Illinois

By: 

Name: *Bob Hill*

Title: *Mayor*

Crown Castle GT Company LLC

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

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

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

Crown Castle International Corp.,

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

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

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

GTE Wireless Inc.

By: 

Name: *Chris Kunkle*

Title: *Sr Mgr - RE / Regulatory*

New Cingular Wireless PCS, LLC

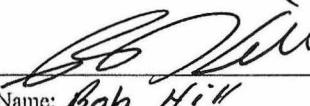
By: */s/ Mark W. Lewis*

Name: Mark W. Lewis

Title: Assistant VP-Senior Legal Counsel

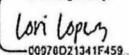
IN WITNESS WHEREOF, the Parties hereto have caused this Settlement  
Agreement to be duly executed as of the date first above written.

City of Columbia, Illinois

By: 

Name: Bob Hinn  
Title: Mayor

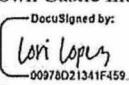
Crown Castle GT Company LLC

  
Lori Lopez  
00978D21341F459

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

Name: Lori Lopez  
Title: Sr. Transaction Manager

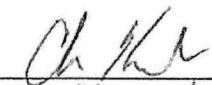
Crown Castle International Corp.,

  
Lori Lopez  
00978D21341F459

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

Name: Lori Lopez  
Title: Sr. Transaction Manager

GTE Wireless Inc.

By: 

Name: Chris Kunkle  
Title: Sr. Mgr - RE/Regulatory  
New Cingular Wireless PCS, LLC

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

Name:  
Title:

Cellco Partnership, a Delaware general partnership, d/b/a  
Verizon Wireless formerly known as Verizon  
Communications, Inc.

By: Chris Kumke

Name: Chris Kumke

Title: Sr Mgr - RE/Regulatory

Attachment C

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

City of Columbia, Illinois,	)	
	)	
Plaintiff,	)	No. 3:18-cv-02063-SMY
v.	)	
	)	
Crown Castle GT Company LLC, Crown	)	
Castle International Corp., GTE Wireless	)	
Inc., and Verizon Communications, Inc.,	)	
	)	
Defendants.	)	

**STIPULATION OF DISMISSAL WITH PREJUDICE**

City of Columbia, Illinois (“City”) and Crown Castle GT Company LLC, Crown Castle International Corp., GTE Wireless Inc., and Verizon Communications, Inc. (“Defendants”), pursuant to Rule 41 of the Federal Rules of Civil Procedure, hereby stipulate and agree to dismiss all claims, including the City’s Complaint (Dkt. 1-1), with prejudice. Each party shall bear its own attorneys’ fees and costs.

CUNNINGHAM, VOGEL & ROST, P.C.

By: /s/  
David A. Stieubel IL Bar No. 6195095  
Margaret C. Eveker IL Bar No. 6312761  
Cunningham, Vogel & Rost, P.C.  
333 S. Kirkwood Road, Suite 300  
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Telephone: 314.446.0800  
dave@municipalfirm.com  
maggie@municipalfirm.com

*Attorneys for Plaintiff*

GORDON REES SCULLY MANSUKHANI LLP

By: /s/  
John G. Ebken (PA Bar No. 91031)  
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Richard T. Victoria (PA Bar No. 76681)  
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(412) 577-7400

Paul Gamboa (IL Bar No. 6282923)  
pgamboa@grsm.com  
One North Franklin, Suite 800  
Chicago, IL 60606  
*Attorneys for Defendants*

IT IS SO ORDERED on this    day of                   , 2022.

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United States District Judge

**Attachment D**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

City of Columbia, Illinois,	)
	)
Plaintiff,	)
v.	) No. 3:18-cv-02065-SMY
	)
Crown Castle GT Company LLC, GTE	)
Wireless Inc., New Cingular Wireless	)
PCS, LLC, Verizon Communications,	)
Inc., and Crown Castle International	)
Corp.,	)
	)
Defendants.	)
-----	)
Crown Castle GT Company LLC,	)
	)
Counterclaim Plaintiff,	)
v.	)
	)
City of Columbia, Illinois,	)
	)
Counterclaim Defendant.	)

**STIPULATION OF DISMISSAL WITH PREJUDICE**

City of Columbia, Illinois (“City”) and Crown Castle GT Company LLC, GTE Wireless Inc., New Cingular Wireless PCS, LLC, Verizon Communications, Inc., and Crown Castle International Corp., (“Defendants”), pursuant to Rule 41 of the Federal Rules of Civil Procedure, hereby stipulate and agree to dismiss all claims, including the City’s Complaint (Dkt. 1-1) and Crown Castle GT Company LLC’s Counterclaim (Dkt. 23), with prejudice. Each party shall bear its own attorneys’ fees and costs.

Respectfully Submitted,

CUNNINGHAM, VOGEL & ROST, P.C.      GORDON REES SCULLY MANSUKHANI LLP

By: /s/

By: /s/

David A. Streubel IL Bar No. 6195095  
Margaret C. Eveker IL Bar No. 6312761  
Cunningham, Vogel & Rost, P.C.  
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Paul Gamboa (IL Bar No. 6282923)  
pgamboa@grsm.com  
One North Franklin, Suite 800  
Chicago, IL 60606

*Attorneys for Defendants*

IT IS SO ORDERED on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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United States District Judge

**COMMUNICATIONS SITE LEASE AGREEMENT**

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") is entered into as of January   , 2022, (the "Effective Date") between the **CITY OF COLUMBIA, ILLINOIS**, a municipal corporation ("Landlord"), and **NCWPCS MPL 24 – YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company ("Tenant"), by and through CCATT LLC, a Delaware limited liability company, as Tenant's attorney-in-fact (Landlord and Tenant being collectively referred to as the "Parties").

**RECITALS**

**WHEREAS**, Landlord owns certain real property located at 1253 Bremser Road, Columbia, Monroe County, Illinois (the "Property"). The Property is described in that Warranty Deed recorded in Book 2200, Page 434 in the Monroe County Clerk's Office; and

**WHEREAS**, (a) Landlord also owns certain real property located at 1363 Bremser Road, Columbia, Monroe County, Illinois which property is described in that Warranty Deed recorded in Book 2200, Page 434 in the Monroe County Clerk's Office, and in that Warranty Deed recorded in Book of Deeds 104, Page 383 in the St. Clair County Recorder's Office ("Tower 2 Property") and, (b) at or about the time Landlord and Tenant enter into and execute this Lease, Landlord and Crown Castle GT Company LLC ("Tower 2 Tenant") will enter and/or are entering into a separate lease regarding the Tower 2 Property ("Tower 2 Lease");

**WHEREAS**, City of Columbia, Monroe and St. Clair Counties, Illinois, predecessor in interest to Landlord, and Eastern Missouri Cellular Limited Partnership ("Eastern Missouri"), Tenant's stated predecessor in interest, entered into that certain Lease Agreement dated April 6, 1994 (the "Original Lease"), whereby Eastern Missouri leased a parcel of land measuring approximately 149 feet x 100 feet x 100 feet x 111 feet located in the southwest corner of the Property (the "Original Leased Property") along with a 20 foot wide access easement and a utility easement along an existing trail road (the "Original Access and Utility Area") running from the Original Leased Property to Bremser Road (collectively the "Original Premises"); and

**WHEREAS**, Landlord, through this Lease as more fully set forth below, intends to lease to Tenant and grant easements to Tenant substantially similar to the Original Premises including a parcel of land depicted on the survey attached as **Exhibit A** and as described by metes and bounds set forth on **Exhibit B** ("Leased Property") along with a 20 foot wide access easement and a utility easement along an existing trail road from the Leased Property to Bremser Road (the "Access and Utility Area") also as depicted on the survey attached as **Exhibit A** and as described by metes and bounds set forth on **Exhibit B** (collectively, the "Premises"); and

**WHEREAS**, Tenant is successor in interest in and to the Original Lease by way of an AT&T Internal Transfers Agreement dated December 16, 2013; and

**WHEREAS**, the Original Lease was extended and amended by the First Amendment to Lease Agreement last dated January 21, 2014 ("First Amendment"), which extended the term of the Original Lease to April 5, 2021 (Original Lease and First Amendment are collectively referred to herein as "Initial Lease"); and

**WHEREAS**, Landlord and Tenant seek to terminate the Initial Lease and replace it in its entirety with this Lease, which, *inter alia*, provides for an initial term commencing on the Effective Date and running through April 5, 2036 and further provides for five (5) additional five (5) year Extension Terms (as defined below) thereafter with a final expiration date of April 5, 2061, along with the other consideration and provisions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **New Lease and Novation and Termination of Initial Lease**. On the Effective Date, the Initial Lease is hereby confirmed to be novated, terminated, and replaced in its entirety with this Lease which shall apply and govern the use of the Premises hereinafter during the term of this Lease, including any applicable Extension Terms as set forth below.

2. **Leased Premises**. In consideration of payments to Landlord and other terms herein, Landlord leases to Tenant the Premises containing an existing communications tower and the Equipment and Facilities (as defined below). Tenant shall provide to Landlord a list of all Equipment and Facilities located on the Premises, including the owner/operator of such Equipment and Facilities, which list shall be attached as **Exhibit C**, and shall be sufficient to enable Landlord to establish a baseline and to allow for confirmation of any additional carriers in the future.

3. **Term**.

(a) The initial term of this Lease shall commence on the Effective Date and continue through April 30, 2036 ("Initial Term").

(b) Tenant shall have the right to extend this Lease for five (5) successive five (5)-year terms (each an "Extension Term") after the Initial Term. Each Extension Term shall be on the same terms and conditions as set forth herein except that Rent (as defined below) shall be increased as provided herein. The Initial Term and each Extension Term shall be as follows:

<b><u>Term:</u></b>	<b><u>Start Date of Term:</u></b>	<b><u>End Date of Term:</u></b>
Initial Term	Effective Date	April 30, 2036
First Extension	May 1, 2036	April 30, 2041
Second Extension	May 1, 2041	April 30, 2046
Third Extension	May 1, 2046	April 30, 2051
Fourth Extension	May 1, 2051	April 30, 2056
Fifth Extension	May 1, 2056	April 30, 2061

(c) The term of this Lease shall automatically extend for each successive Extension Term unless Tenant shall notify Landlord in writing of Tenant's election not to extend the term at least sixty (60) days prior to the expiration of the Initial Term or the then-current Extension Term (as the case may be). Accordingly, Tenant shall provide notice of non-extension by the following dates during each term as follows:

Initial Term :	March 1, 2036
First Extension:	March 1, 2041
Second Extension:	March 1, 2046
Third Extension:	March 1, 2051
Fourth Extension:	March 1, 2056

(d) If Tenant remains in possession of the Premises at the expiration of this Lease without a new written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease except the Rent shall be equal to double the amount of Rent in effect for the month immediately prior to such holding over, to escalate at a rate of one percent (1%) per month for the entirety of the holding over.

4. Permitted Use.

(a) The Premises may be used by Tenant only for the following permitted uses (collectively, "Tenant's Permitted Use"): maintaining, securing and operating a communications facility, including, but not limited to, the maintenance, repair and/or replacement of the communications tower, structural tower base(s), communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, and related equipment on the Premises for the transmission and reception of communication signals (collectively, "Equipment and Facilities"). Tenant's Permitted Uses are subject to all restrictions and limitations in this Lease.

(b) Tenant represents and warrants to Landlord that the Equipment and Facilities will be operated now and shall continue in the future to be operated, managed and maintained in compliance with all applicable federal, state and local laws, rules, regulations and orders (the "Laws"), including without limitation Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC") requirements. Tenant agrees to provide Landlord, upon Landlord's written request, but not more than once per year, with all documentation evidencing current compliance with the Laws during the term of this Lease and any Extension Term.

(c) Tenant shall comply with the City's Code of Ordinances.

5. Rent; Payments.

(a) On the Effective Date and on the first day of each month thereafter, Tenant shall pay to the Landlord rent in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) per month ("Rent"). The first payment of Rent under this Lease shall be paid to Landlord within sixty (60) days after the Effective Date, in a prorated amount for the full period from the Effective Date through the end of the full month in which the payment occurs. Thereafter, Rent shall be paid on or before the first day of the month. Any Rent due for any fractional period of a month at the end of the initial term or any Extension Term shall be prorated.

(b) The Rent shall be increased by the greater of: (1) three and one-half percent (3.5%), or (2) the annual rate of increase of the Consumer Price Index for All Urban Consumers (CPI-U), St. Louis, MO-IL, All Items, 1982-84=100, not seasonally adjusted (St. Louis- Bureau

of Labor Statistics, or most comparable alternative if unavailable), at each annual anniversary of the Effective Date until, and including, the anniversary of the Effective Date in 2043.

(c) On the anniversary of the Effective Date in 2044, Rent shall be increased 17.5% and thereafter increased only once each five (5) years thereafter by 17.5% until expiration or earlier termination of this Lease. It is the intent of the Parties that on the anniversary of the Effective Date in 2044, the Rent increases in this Section 5(c) shall replace the Rent increases set forth in Section 5(b).

(d) Rent shall be payable to Landlord at City Hall, Finance Department, 208 S. Rapp Avenue, Columbia, Illinois 62236 and Attention: Accounting Manager. Payments due Landlord under this Lease shall accrue simple interest from the due date at a rate of one and one-half percent (1.5%) per month until paid.

6. Interference.

(a) Tenant shall not use the Premises or the Access and Utility Area in any way which interferes with the rights or use of the Property by Landlord, or by tenants or licensees of Landlord holding rights to the Property on the date of the Lease, except as otherwise provided by applicable laws. With regard to Landlord's future tenants or licensees on the Property ("Future Tenants"), Tenant shall not, to the extent possible, use the Premises or the Access and Utility Easement in any way which interferes with Future Tenants' rights or use of the Property.

(b) Landlord reserves the right, privilege and authority to continue to use and occupy the Property for any purpose whatsoever, including without limitation the modification, maintenance, repair, remodeling or replacement of the facilities on the Property, or the sale or lease of the Property or any portion of the Property; except Landlord hereby covenants that it shall not use the Property so as to interfere with Tenant's Permitted Use nor shall Landlord enter into any lease, license or other agreement pursuant to which a third party would use the Property so as to interfere with Tenant's Permitted Use at the time of such lease, license or agreement. Landlord further reserves the right to install and maintain antennas and equipment (collectively "Landlord's Equipment") on the Premises at no more than one attachment location on the tower at a height to be approved by Tenant, in Tenant's sole reasonable discretion. Any proposed installation of Landlord's Equipment on the tower shall be permitted provided that Landlord's Equipment shall not cause any interference or conflict with the operations and improvements of Tenant. If Landlord desires to install any of Landlord's Equipment on the tower, Landlord shall notify Tenant and Tenant shall manage such installation. All costs associated with installation, maintenance and decommissioning of Landlord's Equipment will be at the sole cost and expense of Landlord. Landlord shall not be required to pay a monthly rental fee for the use of space on the tower, but will be responsible for any fees incurred by Tenant relating to installation or use of Landlord's Equipment, including but not limited to, fees related to any required intermodulation study, AM Detuning study, structural analysis or other required testing. It is understood that Tenant shall not be required to make any modifications to the tower or Premises to provide such space to Landlord. Prior to installing any of Landlord's Equipment, Landlord shall provide notice and plans to Tenant for its engineering approval, which approval shall be at Tenant's sole reasonable discretion. Tenant shall require Landlord to enter into a standard license agreement at no cost to the Landlord containing the normal and customary terms for such equipment. Landlord agrees that any

modifications to Landlord's Equipment must be processed through Tenant's specific application process as described in Tenant's standard license agreement.

(c) All interference claims relating to any communications or electronic equipment shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the FCC, except to the extent any such claims relate to any police, fire, EMS, public works, or other City or other governmental users. In the event Landlord observes interference with the City or other governmental uses by Tenant, it may give written notice of such interference and Tenant shall take immediate action to cease such interference. Failure by Tenant to cease any interference with police, fire, or EMS within twenty-four (24) hours following the written notice shall be deemed a material breach of this Lease. Failure by Tenant to cease any interference with public works or other City or other governmental users within ten (10) days following the written notice shall also be deemed a material breach of this Lease. Landlord may, but shall not be required to, agree on alternative actions that Tenant or Landlord may take to reasonably avoid the interference.

(d) It is understood that Landlord's primary use of the Property is for public works and safety purposes and that Landlord may, from time to time, need to repair, maintain or modify any improvements on the Property that may affect Tenant's ordinary access to the Premises. Landlord agrees to provide Tenant with at least twenty (20) days prior written notice of such material activity, along with a schedule showing anticipated dates and duration of such repair and/or maintenance work, except in the event of emergencies as reasonably determined by Landlord. Notwithstanding the foregoing, should any activity affect Tenant's ordinary access set forth in this Lease, Landlord shall at all times, even in the event of an emergency, use all reasonable, available, good faith efforts to provide Tenant alternative access to the Premises during such period of time.

7. Maintenance, Repair and Improvements.

(a) Tenant, at its own cost and expense, shall maintain, repair or replace the Equipment and Facilities if and when deemed necessary by Tenant. Tenant shall also be responsible for maintaining the Premises and Access and Utility Area, and for repairing any damage Tenant causes to the Premises, the Property or the Access and Utility Area.

(b) Tenant shall have the right to modify, supplement, replace or upgrade the Equipment and Facilities within the Premises at any time during the term of this Lease, consistent with the design, location/elevation, size, and orientation for equipment on the attached exhibits of this Lease without the consent of Landlord; provided, however, any increase of the height of the communications tower on the Premises shall be subject to the consent of Landlord which may be withheld in Landlord's sole discretion. The Equipment and Facilities installed by Tenant shall not constitute a fixture and shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Equipment and Facilities at any time during the term of this Lease. Tenant shall repair any and all damage to the Premises, the Property and any other property of Landlord resulting from the Equipment and Facilities. Notwithstanding anything contained in this Lease, nothing herein shall be construed as a waiver of Tenant's rights under Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (a/k/a the Spectrum Act).

(c) Notwithstanding anything to the contrary contained in this Lease or in the Tower 2 Lease and in consideration for payment made by Tenant to the Landlord pursuant to the Settlement Agreement entered into at or about the time of this Lease and the Tower 2 Lease, on or before August 15, 2022 (unless unforeseen weather conditions require the time for completion to be reasonably extended), Landlord shall repair or replace, at its discretion, the access road (the "Road") located in the Access and Utility Area (described on Exhibit D attached hereto). Landlord agrees that such repairs shall be performed in a good and workmanlike manner and utilize materials generally accepted for the intended use of the Road such that, upon completion of the repairs, the Road is in reasonably safe and passable condition and is passable by ordinary automobiles and vehicles (the "Landlord's Road Repairs"). The Landlord's Road Repairs are also contemplated in and required by the Tower 2 Lease. Upon completion of the Landlord's Road Repairs, Landlord shall provide written notice of such completion to Tenant and request that Tenant approve such repairs, which approval shall be provided by Tenant if Tenant determines, in its reasonable discretion exercised in good faith, that Landlord's Road Repairs have been completed such that the Road is in a reasonably safe and passable condition such that it is passable by ordinary automobiles and vehicles. Tenant hereby agrees that if Tenant does not provide written consent or written objection to Landlord's Road Repairs to Landlord within forty-five (45) days from the date Landlord submits the written notice of completion, Tenant's approval shall be deemed granted.

(d) After approval by Tenant of Landlord's Road Repairs, Tenant and Tower 2 Tenant, at no cost to Landlord, shall maintain, repair, or make any necessary improvements to maintain the Road to the same condition it is in after the Landlord's Road Repairs are completed and approved, and always in a reasonably safe and passable condition (such maintenance, repair, and/or improvement are hereinafter "Future Repairs"). Tenant and the Tower 2 Tenant may allocate the costs of Future Repairs between them in any way they may agree. However, regardless of such agreed-upon allocation, each such tenant shall be responsible to Landlord for the full costs of such Future Repairs. However, Landlord may not recover more than the total cost of such future repairs from Tenant and the Tower 2 Tenant collectively. Landlord shall be responsible for payment for any repairs made necessary by damage to the Road caused directly by Landlord or its invitees. Nothing herein shall prevent Tenant from passing on costs or sharing in the maintenance of the Road with other tenants who also use the Road.

(e) Notwithstanding anything to the contrary contained in this Lease or the Tower 2 Lease, the validity of each Lease is independent of the other.

8. Utilities. Tenant shall pay any utilities charges to the Property incurred as a result of Tenant's use of the Premises. Tenant shall have the right, at Tenant's expense, to install or improve utilities on the Premises or the Access and Utility Area. Tenant shall install separate meters for utilities used on the Premises. Tenant shall not be entitled to connect to Landlord's emergency generator or other utilities designated by Landlord for restricted use but may provide its own private generator on the Premises to be used by Tenant or its sublessees or licensees.

9. Access. Landlord hereby grants Tenant non-exclusive rights for ingress, egress, and access to the Premises to service the Premises and the Equipment and Facilities at all times 24-hours-a-day, 7 days-a-week. Any rights provided hereunder shall have the same term as this Lease. Tenant acknowledges, understands, and agrees that Landlord may, from time to time, need

to repair, maintain or modify improvements on the Property. Tenant further acknowledges, understands, and agrees that the Property is used for public utility or safety purposes and that Landlord may maintain and implement reasonable security measures. However, Tenant shall have 24-hours-a-day, 7 days-a-week access to the Premises, unless an emergency prevents such access. Even in the event of an emergency, Landlord shall use all reasonable, available, good faith efforts to provide Tenant alternative access to the Premises.

10. Default. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

- (a) if Tenant fails to pay amounts due under this Lease within fifteen (15) days of notice, as provided herein, that such payments are overdue;
- (b) Other than Tenant's obligations to pay amounts due under this Lease, if either party fails to perform its obligations under this Lease and does not cure such failure within thirty (30) days from notice, as provided herein, of breach, or such longer period as may be required to diligently complete a cure commenced within the thirty (30)-day period;
- (c) if the Equipment and Facilities or Tenant's use of the Property are not in compliance with the Laws beyond any applicable cure period.

11. Termination. Except as otherwise provided herein, this Lease may be terminated as follows:

- (a) upon twenty (20) days' written notice by Tenant or Landlord in the event of a Default and failure to cure;
- (b) upon ninety (90) days' written notice by Tenant or Landlord if Tenant, despite its best efforts, is unable to obtain or maintain any license, permit or governmental approvals necessary to the construction and/or operation of the Equipment and Facilities or Tenant's use of the Premises;
- (c) upon ninety (90) days' written notice by Tenant if Tenant determines, in its reasonable discretion exercised in good faith, that based on a material interference with use of the Premises resulting from the acts of Landlord or any third party, or an act of God or from other natural forces, Tenant's use of the Premises is no longer feasible; provided Tenant shall have first provided Landlord and all parties to the interference written notice and proof of such interference and a reasonable period of time to cure or eliminate such interference;
- (d) at the time title of all or a portion of the Premises transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises sufficient in Tenant's reasonable determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking, and Tenant shall be entitled to reimbursement of any prepaid Rent, to be apportioned as of the date title transfers. Sale of all or part of the Premises to a purchaser with the power of eminent domain shall be treated as a taking by condemnation upon the exercise of the power of eminent domain;

(e) upon ninety (90) days' written notice by Tenant in the event there is a formal governmental environmental investigation or inquiry of the Premises, not involving or caused by Tenant's use of the Premises, that causes the Tenant to conclude, in Tenant's reasonable discretion exercised in good faith, that continued leasing of the Premises would expose Tenant to undue risk of third-party liability;

(f) upon one hundred eighty (180) days' prior written notice, Tenant shall have the right to terminate this Lease at any time, without cause. Upon such termination, Tenant shall pay to Landlord a lump sum payment equal to the full amount due and owing for the remainder of the then term of the Lease. If less than three years is left on the term of the Lease at the time of the termination, Tenant shall pay a lump sum equal to three years of Rent payments, escalated as provided in Section 5 above, to Landlord. By way of example, if Tenant terminates with two years remaining in the Initial Term, Tenant would pay a lump sum equal to two years of rent escalated as provided in Section 5(b) plus one year of rent escalated as provided in Section 5(c); and

(g) upon one year's prior written notice by Landlord that the Premises are required for use by any provider of public safety functions, including police, fire and EMS departments, or due to reconfiguration or modification or sale of the Property for public purposes. Notwithstanding the foregoing, a public purpose shall not include (i) a transaction for a same or similar use to Tenant's Permitted Use contemplated in this Lease (a) with any person or entity for additional compensation and/or consideration or (b) with a person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring interests in telecommunication facilities for investment purposes), or (ii) Landlord's construction or operation of a wireless communications facility to be leased or subleased to third party wireless communications providers or to be used for any purpose other than municipal use.

12. Obligations upon Termination or Expiration. Upon termination of this Lease, including expiration of this Lease, this Lease shall become null and void and neither party shall have any further rights or duties hereunder, except as otherwise provided herein, and Tenant shall remove the Equipment and Facilities from the Premises, repair any damage caused thereby and shall surrender the Premises in as good order and condition as when first occupied by Tenant, ordinary wear and tear and damage not caused by Tenant excepted. Unless otherwise agreed to by the Parties, any property which is not removed by Tenant within ninety (90) days after the expiration or earlier termination of this Lease shall, upon the expiration of the ninety (90)-day period, become the property of Landlord, and Tenant shall thereafter have no rights whatsoever with respect thereto. Tenant shall be liable to Landlord for costs incurred by Landlord in removing and disposing of such property.

13. Taxes. Tenant shall pay when or before due any personal property taxes assessed on, or any portion of such taxes attributable to all leasehold improvements of Tenant, including the Equipment and Facilities. Landlord shall pay, if not exempt, when or before due all real property taxes attributable to the Property and the Premises. However, Tenant shall pay within thirty (30) days of being billed by Landlord, any increase in real property taxes levied against the Property or the Premises which is directly attributable to Tenant's use of the Property or the Premises, and Landlord agrees to furnish proof of such increase to Tenant. Landlord agrees to reasonably assist Tenant (if and to the extent necessary), at Tenant's cost, in any appeal of such tax assessment.

14. Insurance and Subrogation. Tenant shall provide Commercial General Liability Insurance from a company authorized to do business in the state and, and unless otherwise approved by the Landlord, with a rating by AM Best of not less than "A minus," in an aggregate amount of not less than \$3,000,000.00 per occurrence and in the aggregate, and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining an appropriate endorsement to any master policy of liability insurance Tenant may maintain or through a combination of primary and excess or umbrella insurance. An endorsement shall state that the Landlord is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall provide thirty (30) days' advance written notice of cancellation be given to the City Clerk when the insurer cancels for any reason other than non-payment of premium and ten (10) days' advance written notice of cancellation when the cancellation is a result of non-payment of premium. Tenant shall also provide immediate notice to Landlord if Tenant receives a notice of cancellation of insurance for any reason. The Landlord's additional insured coverage shall apply with no deductible to the Landlord. Proof of compliance with this paragraph, including current and duly issued certificates of insurance shall be maintained with Landlord at all times during this Lease.

15. Default by Tenant; Hold Harmless. Tenant agrees to indemnify, defend with counsel acceptable to Landlord, and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising hereafter from the installation, use, maintenance, repair or removal of the Equipment and Facilities or Premises, Property or Access and Utility Area, or the breach or Default of this Lease by Tenant, except to the extent solely attributable to the wrongful acts, omissions or negligence of Landlord, its employees, agents or independent contractors. Tenant acknowledges that the physical condition of the Premises as of the Effective Date does not constitute a wrongful act, omission or negligence of Landlord. Nothing in this Paragraph shall be deemed to limit any other remedy Landlord may have pursuant to this Lease or in equity or at law.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given and effective if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight courier to the following addresses, or such other address that may be specified in writing at any time during the term of this Lease:

**If to Landlord, to:**

City of Columbia, Illinois  
Attn: City Clerk  
208 S. Rapp Avenue  
Columbia, Illinois 62236

**If to Tenant, to:**

NCWPCS MPL 24-Year Sites Tower Holdings LLC  
Legal Department  
Attn: Network Legal  
208 S. Akard Street  
Dallas, Texas 75202

**With copies to:**

CCATT LLC  
Attn: Legal Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

17. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease and has the power to grant all rights hereunder, (ii) Landlord has good, marketable title to the Premises free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Tenant's Permitted Use of the Premises; (iii) Landlord's execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant shall have the quiet enjoyment of the Premises, and Tenant shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period; provided that nothing in this Paragraph or within this Lease shall be deemed to waive the Landlord's sovereign immunity or create a cause of action for damages against the Landlord.

18. Environmental Laws.

(a) In addition to Tenant's other obligations to comply with the Laws, Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in the attached Exhibit E).

(b) Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of Hazardous Substance (as defined in the attached Exhibit E) on the Property or the migration of any Hazardous Substance to other properties or released into the environment that are caused by or result from Tenant's activities on the Property under the Initial Lease, including as amended, or this Lease. Tenant shall not be required to indemnify the Landlord under this subparagraph for the negligence or willful misconduct of the Landlord and in the event of joint and several negligence or fault of both Landlord and Tenant, indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Illinois, without, however, waiving any governmental immunity available to Landlord under Illinois law and without waiving any defense of the Parties under Illinois law.

(c) The indemnifications in this Section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this Section 18 will survive the expiration or termination of this Lease.

19. Assignment and Subleasing.

(a) Tenant may not assign, sublease, or license this Lease without obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant and Landlord understand and agree that time is of the essence with regard to such consent requests and Landlord hereby agrees that if Landlord does not provide written consent or written objection to the consent to Tenant within thirty (30) days from the date Tenant submits the written request for consent to Landlord, Landlord's consent shall be deemed granted and Tenant may proceed as though Landlord had provided its written consent to assign, sublease, or license this Lease. As an exception to the foregoing, Tenant may assign, sublease, or license this Lease without the consent of, but with sixty (60)-days' notice to, Landlord to any person or

business entity which (i) is a parent or subsidiary of Tenant; (ii) controls or is controlled by Tenant; (iii) is merged with Tenant; or (iv) purchases a majority or controlling interest in the ownership or assets of Tenant; provided that such transactions are not designed as a subterfuge to effect transfer of ownership that evades approval requirements for an unrelated entity.

(b) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Equipment and Facilities.

(c) As used herein, "Broadband Tenant" shall mean any subtenant which is a Commercial Mobile Radio Service ("CMRS") provider (as defined in 47 C.F.R. §20.3) engaged in the business of providing wireless telephone services to its customers. Tenant represents and warrants that each and every Broadband Tenant located on or using the Premises on the Effective Date of this Lease as a result of any sublease, license, or other agreement ("Current Broadband Tenant") was a subtenant on, located on, or using the Premises prior to May 1, 2018 and that each such Current Broadband Tenant, or its respective successor or assignee, has continuously used or occupied the Premises since May 1, 2018. Each such Current Broadband Tenant is identified on Exhibit F attached hereto. Prior to the execution of this Lease, Tenant shall provide to Landlord a copy of each agreement, and all extensions or amendments thereof, relating to any Current Broadband Tenant's use or occupancy of the Premises, or right to use or occupy the Premises, but Tenant may redact confidential or commercially sensitive terms from such agreements, including, without limitation, the amount of past, present, or future rent.

(d) In addition to the Rent to be paid by Tenant to Landlord pursuant to this Lease, as further consideration for the right to exclusively use and lease the Premises, if, after full execution of this Lease, Tenant enters into any future sublease, license, or other agreement for use of the Premises with a new Broadband Tenant which is not a Current Broadband Tenant (each, a "Future Broadband Sublease"), Tenant shall pay to Landlord a fee for such Future Broadband Sublease equal to One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per month ("Future Broadband Sublease Fee"). The first payment of the Future Broadband Sublease Fee shall be due on the first day of the month following the commencement date of the applicable Future Broadband Sublease, and each subsequent payment shall be due on the first day of each month thereafter. The Future Broadband Sublease Fee shall increase at the same time and at the same rate increase as Rent. If any Future Broadband Sublease expires or terminates for any reason, Tenant shall no longer be obligated to pay a Future Broadband Sublease Fee for such Future Broadband Sublease. Notwithstanding anything in this Section to the contrary, Landlord shall not be entitled to a Future Broadband Sublease Fee for any sublease or license to any Current Broadband Tenant. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Tenant to do so.

(e) Tenant represents and warrants that, other than the Current Broadband Tenants, there are and have not been since May 1, 2018 any other subtenants, licensees, or assignees on the Premises. If Tenant elects to enter into a future sublease, license, or other agreement for use of the Premises with a subtenant or user who is not a Broadband Tenant ("Future Non-Broadband Sublease"), then Tenant shall pay to Landlord a fee in the amount of twenty-five percent (25%) of the rent paid pursuant to such Future Non-Broadband Sublease ("Future Non-Broadband Sublease Fee"). The first payment of the Future Non-Broadband Sublease Fee shall be due on the first day of the month following the payment of such rent pursuant to applicable

Future Non-Broadband Sublease, and each subsequent payment shall be due on the first day of each month thereafter. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Tenant to do so. Within thirty (30) days of the full execution of any Future Non-Broadband Sublease, Tenant shall provide to Landlord a copy of the Future Non-Broadband Sublease (including the rental amount), in order for Landlord to verify proper payment of the Future Non-Broadband Sublease Fee. If any Future Non-Broadband Sublease is extended, modified, or terminated, Tenant shall provide Landlord with a copy of such extension, modification, or termination (including any rental amount) within thirty (30) days of the full execution of such extension, modification, or termination.

(f) Landlord may submit a written request to Tenant for information about the identity of subtenants, assignees, or licensees using the Premises since the Effective Date of this Lease. Tenant shall provide that information to Landlord within thirty (30) days after Tenant's receipt of such written request. The information must be verified by Business Summary Report and, if requested, the subtenant lease, assignment, or license. Subject to the provisions of paragraph 19(e), Tenant may redact the amount of rent Tenant receives from the subtenant, assignee, or licensee.

20. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

21. Default by Landlord. If Landlord fails to perform any of its obligations under this Lease, and such failure impairs or interferes with Tenant's Permitted Use of the Premises, Tenant may give Landlord written notice thereof at any time. If Landlord does not cure such failure within thirty (30) days after receipt of such written notice from Tenant, or such longer period as may be required to diligently complete a cure commenced within the 30-day period, Tenant may, at its option terminate this Lease pursuant to Section 11 herein, or may seek specific enforcement of this Lease, if otherwise available in law or equity. Tenant shall not be entitled to file any action against Landlord or its officers, agents, or employees for damages, including for costs or attorneys' fees, pursuant to this Lease or for breach thereof.

22. Miscellaneous.

(a) In any action arising under this Lease, if Landlord is the prevailing party, then Landlord shall be entitled to its costs and reasonable attorneys' fees.

(b) This Lease constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both Parties.

(c) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(d) Each party agrees to reasonably cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

(e) This Lease and its performance shall be deemed to have been fully executed, made by the Parties in, and governed by and construed in accordance with the laws of, the State of Illinois applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Lease shall be instituted only in the Circuit Court of St. Clair County, Illinois, the Circuit Court of Monroe County, Illinois, or the federal court of the Southern District of Illinois and waive any objection based upon venue or *forum non conveniens* or otherwise.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE.]

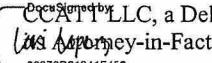
**LANDLORD:**

**CITY OF COLUMBIA, ILLINOIS**

By:   
Name: Bob Hix  
Its: Mayor  
Date: 3-4-2022

**TENANT:**

**NCWPCS MPL 24 – Year Sites Tower Holdings, LLC,**  
a Delaware limited liability company

By:   
Name: OCATTI LLC, a Delaware limited liability company,  
Lori Lopez, Attorney-in-Fact  
Its: 00978D21341F459...  
Date: 1/12/2022 | 5:44:30 PM EST

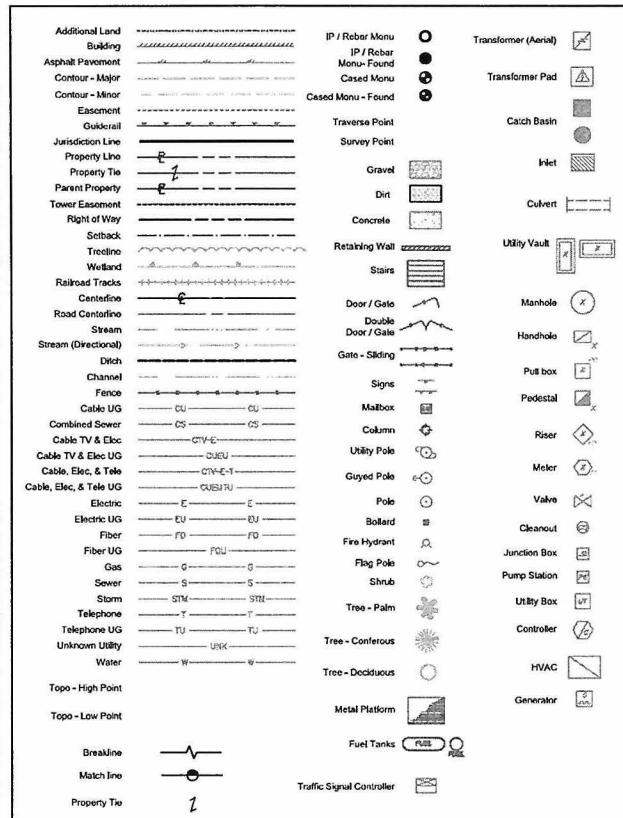
# AS-BUILT SURVEY

## 839813

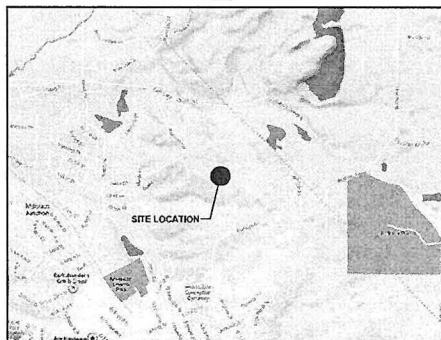
## COLUMBIA

1363 BREMSER RD  
COLUMBIA, IL 62236  
MONROE COUNTY

**LEGEND**



**VICINITY MAP**



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- [EASEMENT OVERVIEW](#)
- [SITE OVERVIEW](#)
- [SITE OVERVIEW DETAIL \(INTERNAL USE\)](#)
- [LEGAL DESCRIPTIONS](#)

## **SURVEY PROCEDURES & EQUIPMENT**

The Accuracy Of This Survey Meets Or Exceeds The Minimum Standards As Required By Illinois.

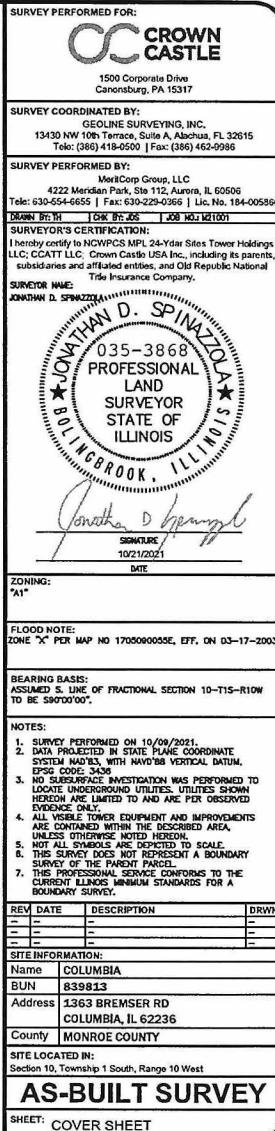
**Instruments Used:**

## AREA SUMMARY

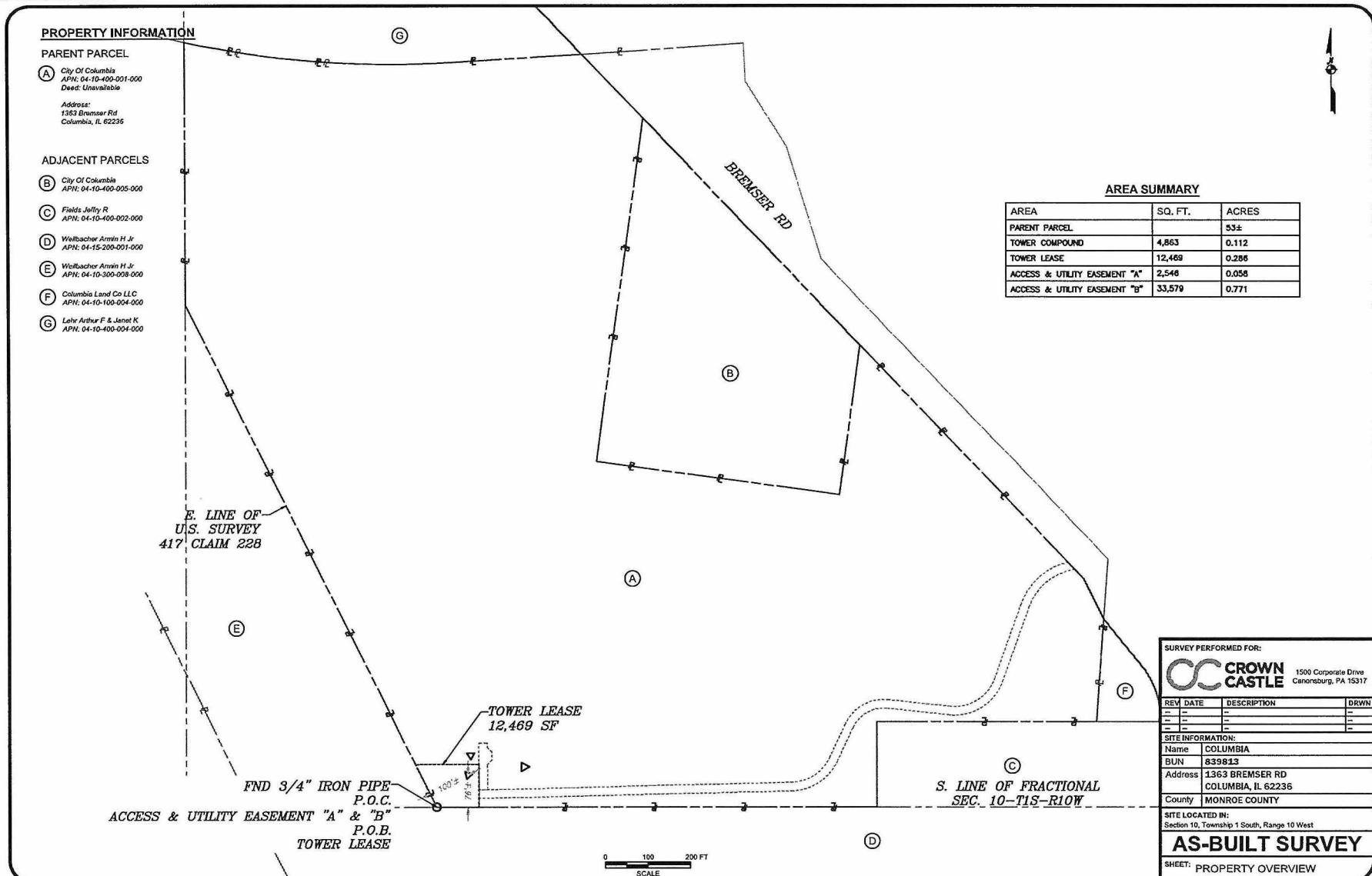
AREA	SQ. FT.	ACRES
PARENT PARCEL		53±
TOWER COMPOUND	4,863	0.112
TOWER LEASE	12,469	0.285
ACCESS & UTILITY EASEMENT "A"	2,544	0.058
ACCESS & UTILITY EASEMENT "B"	33,579	0.771

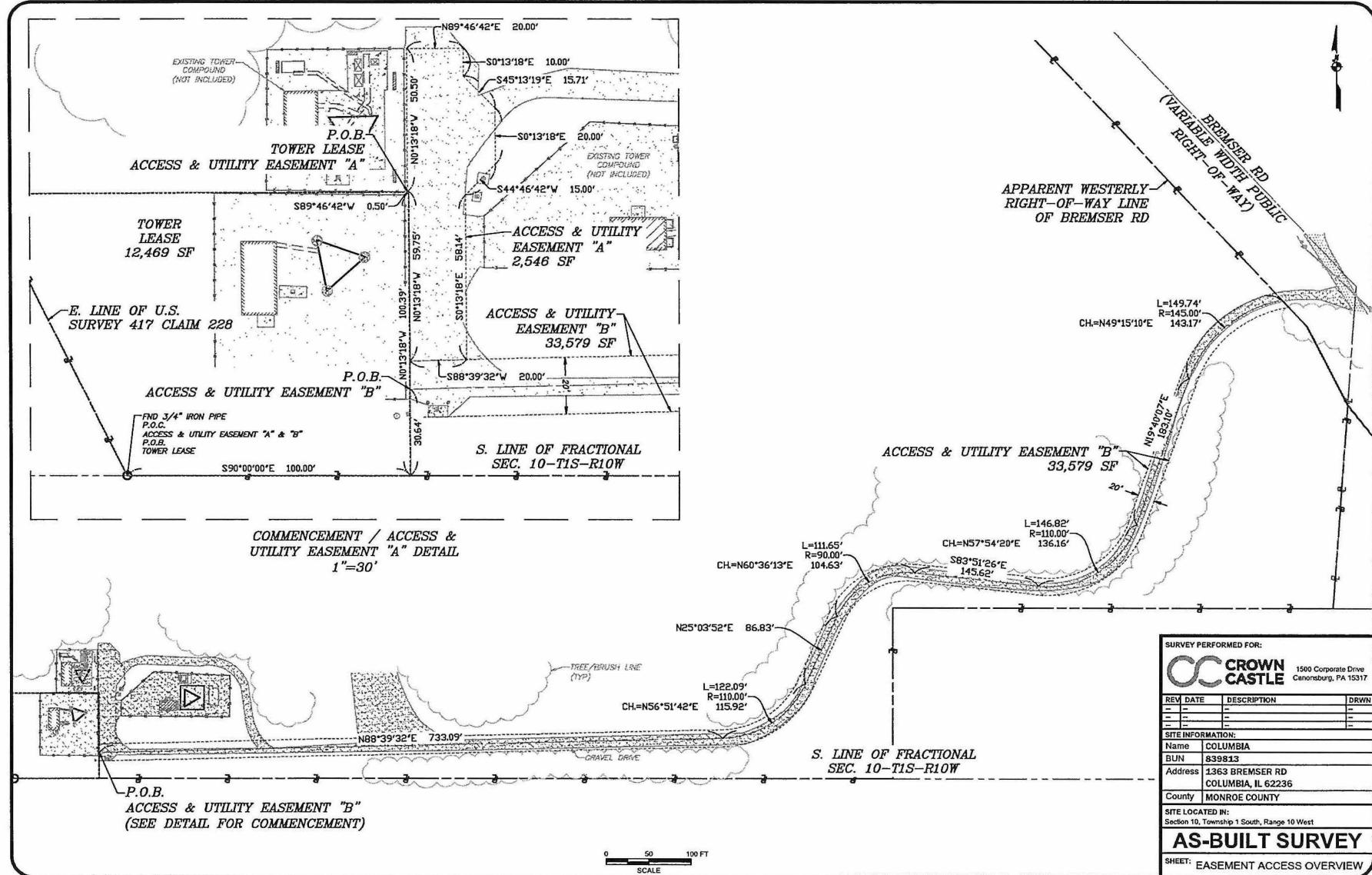
## **ABBREVIATIONS**

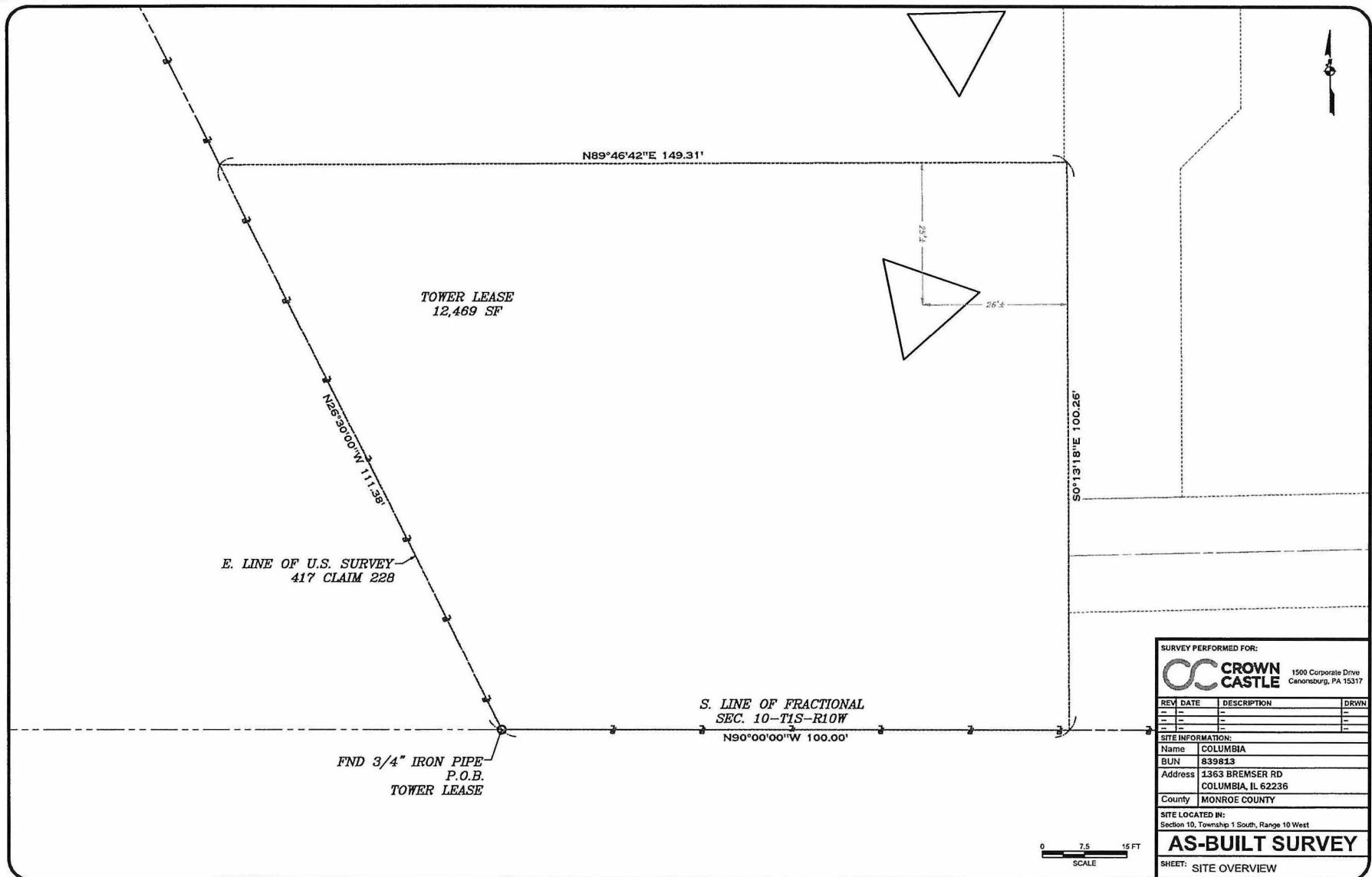
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY

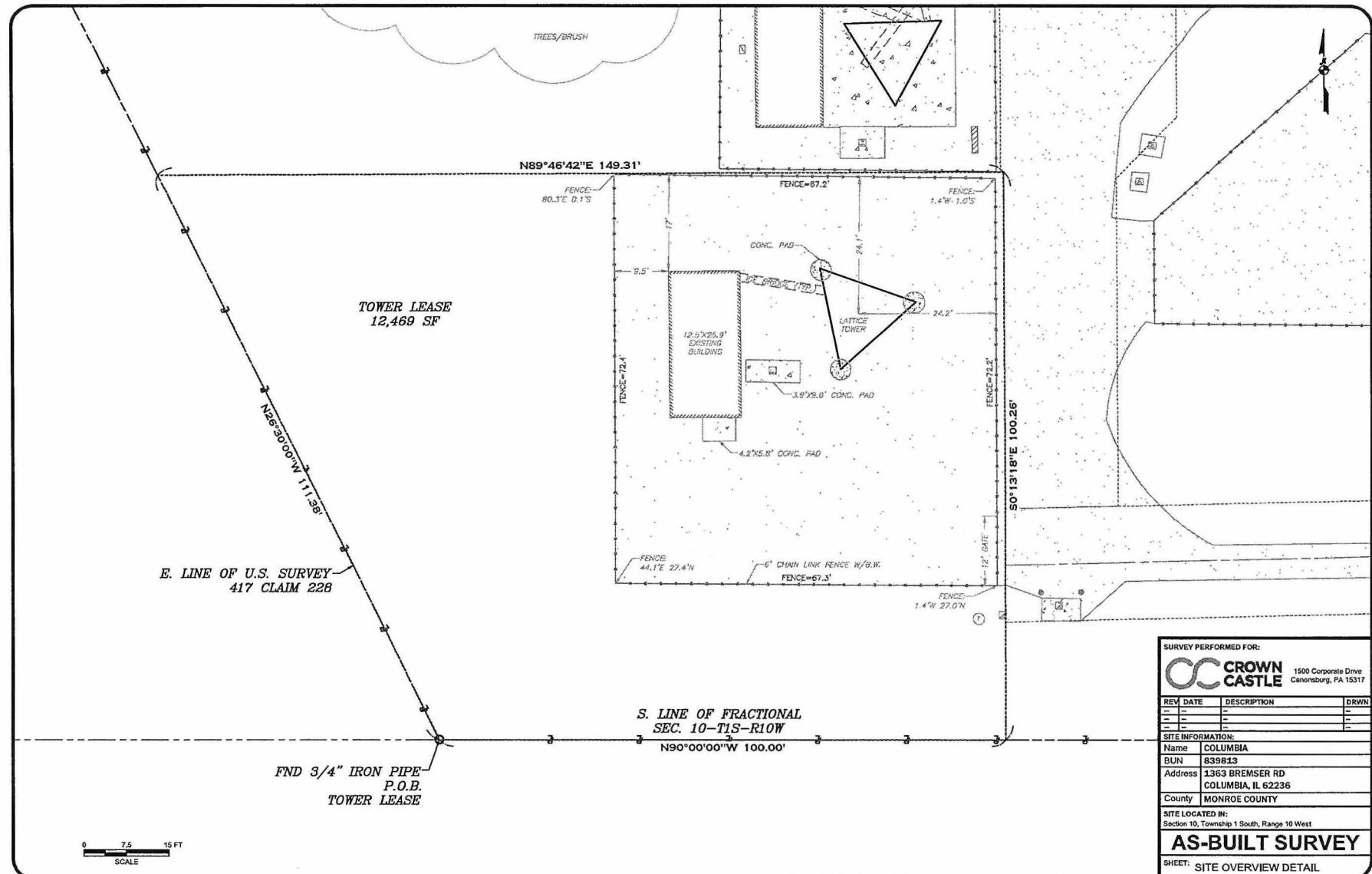


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**TOWER LEASE**

(AS CREATED)

THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE NORTH 26°30'00" WEST ALONG SAID EAST LINE, 111.38 FEET; THENCE NORTH 89°46'42" EAST, 149.31 FEET; THENCE SOUTH 0°13'18" EAST, 100.26 FEET TO THE AFORESAID SOUTH LINE OF FRACTIONAL SECTION 10; THENCE NORTH 90°00'00" WEST ALONG SAID SOUTH LINE, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,469 SQUARE FEET (0.0286 ACRES), MORE OR LESS.

**ACCESS & UTILITY EASEMENT "A"**

(AS CREATED)

THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE SOUTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 10, 100.00 FEET; THENCE NORTH 0°13'18" WEST, 100.39 FEET; THENCE SOUTH 89°46'42" WEST, 0.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°13'18" WEST, 50.50 FEET; THENCE NORTH 89°46'42" EAST, 20.00 FEET; THENCE SOUTH 0°13'18" EAST, 10.00 FEET; THENCE NORTH 45°13'19" EAST, 15.71 FEET; THENCE SOUTH 0°13'18" EAST, 20.00 FEET; THENCE SOUTH 44°46'42" WEST, 15.00 FEET; THENCE SOUTH 0°13'18" EAST, 58.14 FEET; THENCE SOUTH 88°39'32" WEST, 20.00 FEET; THENCE NORTH 0°13'18" WEST, 59.75 FEET; THENCE SOUTH 89°46'42" WEST, 0.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,546 SQUARE FEET (0.058 ACRES), MORE OR LESS.

**ACCESS & UTILITY EASEMENT "B"**

(AS CREATED)

A 20.00 FOOT WIDE ACCESS & UTILITY EASEMENT IN THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE SOUTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 10, 100.00 FEET; THENCE NORTH 0°13'18" WEST, 30.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°59'32" EAST, 733.09 FEET; THENCE 122.09 FEET ALONG A 110.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT WITH A CHORD BEARING NORTH 56°51'42" EAST, 115.92 FEET; THENCE NORTH 25°03'52" EAST, 86.83 FEET; THENCE 111.65 FEET ALONG A 90.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 60°36'13" EAST, 104.63 FEET; THENCE SOUTH 83°51'26" EAST, 145.62 FEET; THENCE 146.82 FEET ALONG A 110.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT WITH A CHORD BEARING NORTH 57°54'20" EAST, 136.16 FEET; THENCE NORTH 19°40'07" EAST, 183.10 FEET; THENCE 149.74 FEET ALONG A 145.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 49°15'10" EAST, 143.17 FEET TO THE POINT OF TERMINATION ON THE APPARENT WESTERLY RIGHT-OF-WAY LINE OF BREMSEER ROAD.

CONTAINING 33,579 SQUARE FEET (0.771 ACRES), MORE OR LESS.

SURVEY PERFORMED FOR:		
 <b>CROWN CASTLE</b> 1500 Corporate Drive Canonsburg, PA 15317		
REV	DATE	DESCRIPTION
-	-	-
-	-	-
-	-	-
SITE INFORMATION:		
Name	COLUMBIA	
BUN	839813	
Address	1363 BREMSEER RD COLUMBIA, IL 62236	
County	MONROE COUNTY	
SITE LOCATED IN:		
Section 10, Township 1 South, Range 10 West		
<b>AS-BUILT SURVEY</b>		
SHEET: <b>LEGAL DESCRIPTIONS</b>		

**EXHIBIT B**

Legal Descriptions

**LEASED PROPERTY**

THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE NORTH 26°30'00" WEST ALONG SAID EAST LINE, 111.38 FEET; THENCE NORTH 89°46'42" EAST, 149.31 FEET; THENCE SOUTH 0°13'18" EAST, 100.26 FEET TO THE AFORESAID SOUTH LINE OF FRACTIONAL SECTION 10; THENCE NORTH 90°00'00" WEST ALONG SAID SOUTH LINE, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,469 SQUARE FEET (0.0286 ACRES), MORE OR LESS.

**ACCESS & UTILITY AREA**

THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE SOUTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 10, 100.00 FEET; THENCE NORTH 0°13'18" WEST, 100.39 FEET; THENCE SOUTH 89°46'42" WEST, 0.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°13'18" WEST, 50.50 FEET; THENCE NORTH 89°46'42" EAST, 20.00 FEET; THENCE SOUTH 0°13'18" EAST, 10.00 FEET; THENCE SOUTH 45°13'19" EAST, 15.71 FEET; THENCE SOUTH 0°13'18" EAST, 20.00 FEET; THENCE SOUTH 44°46'42" WEST, 15.00 FEET; THENCE SOUTH 0°13'18" EAST, 58.14 FEET; THENCE SOUTH 88°39'32" WEST, 20.00 FEET; THENCE NORTH 0°13'18" WEST, 59.75 FEET; THENCE SOUTH 89°46'42" WEST, 0.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,546 SQUARE FEET (0.058 ACRES), MORE OR LESS.

**AND**

A 20.00 FOOT WIDE ACCESS & UTILITY EASEMENT IN THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE SOUTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 10, 100.00 FEET; THENCE NORTH 0°13'18" WEST, 30.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°39'32" EAST, 733.09 FEET; THENCE 122.09 FEET ALONG A 110.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT WITH A CHORD BEARING NORTH 56°51'42" EAST, 115.92 FEET; THENCE NORTH 25°03'52" EAST, 86.83 FEET; THENCE 111.65 FEET ALONG A 90.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 60°36'13" EAST, 104.63 FEET; THENCE SOUTH 83°51'26" EAST, 145.62 FEET; THENCE 146.82 FEET ALONG A 110.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT WITH A CHORD BEARING NORTH 57°54'20" EAST, 136.16 FEET; THENCE NORTH 19°40'07" EAST, 183.10 FEET; THENCE 149.74 FEET ALONG A 145.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 49°15'10" EAST, 143.17 FEET TO THE POINT OF TERMINATION ON THE APPARENT WESTERLY RIGHT-OF-WAY LINE OF BREMSE ROAD.

CONTAINING 33,579 SQUARE FEET (0.771 ACRES), MORE OR LESS.

**EXHIBIT C**

Equipment and Facilities

The current Equipment and Facilities include (a) the communications tower, structural tower bases, buildings, and equipment cabinets; and (b) the communications equipment, radio transmitting and receiving antennas, and related equipment for the transmission and reception of communication signals. New Cingular Wireless PCS, LLC and its Manager AT&T Mobility Corporation have twelve (12) antennas and all other equipment and materials identified in Attachment C-1 on the Leased Premises, all of which is part of the Equipment and Facilities.



### Customer Approved: May 25 2018

Application ID: 426236

Revision # 7 Submitted: May 09 2018

**Submitted By:** Jennifer Gerhold

**Original Submit Date:** Feb 12 2018

**Desired Install Date:** Apr 02 2018

**Reason for Application:** Adding additional equipment to existing config **JDE Job Number:** 484706

**Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.**

#### Company Information

**MLA:** ATT (w/ATT) 12/16/13 MPL Site  
MLA

**Parent License #:** 370035

**Company:** AT&T Mobility

**Address:** 575 MOROSGO DRIVE AT&T TOWER  
ASSET GROUP

**City/Town:** ATLANTA

**State:** GA **Postal Code:** 30324-3300

**Customer Job Number:** 3252A0CLYR

**Customer Payment Reference:** 10002973

**Customer Site Name:** Columbia

**Customer Site Number :** MO1134

#### Site Information

**Crown Castle** COLUMBIA  
**Site Name:**

**Crown Castle** 839813

**Site ID:**

**Crown Castle** St. Louis  
**District:**

**Address:** 1253 BREMSEY ROAD

**City/Town:** COLUMBIA

**State:** IL **Postal Code:** 62236

**County:** Monroe

**Latitude:** 38° 27' 22.5" **Longitude:** -90° 11' 20.64"  
**Structure Type:** SELF SUPPORT **Structure Height:** 150 ft

#### Legal Entity Information

**Operating Legal Entity:** New Cingular Wireless PCS, LLC

**Primary Contact:** Danette Walston **Phone:** 636-922-3400

**E-mail:** Danette.Walston@networkre.net **Fax:** 636-922-3409

**Address:** 5055 Hwy N Suite 200

**City/Town:** St. Charles **State:** MO **Postal Code:** 63304

**RF Contact:** Amor Simeon **Phone:** 636-479-0138

**E-mail:** as661j@att.com

#### Project Management Vendor

**Project Management Vendor:** Network Real Estate LLC

#### Service Information

#### Frequencies

Svc	Technology	EIRP (WATTS)	Std Frequency	Transmit		Receive		MHZ/GHZ
				Start	Stop	Start	Stop	
1	LTE	500.0		734.0	746.0	704.0	716.0	MHZ
2	LTE	500.0		2350.0	2360.0	2305.0	2315.0	MHZ
3	LTE	500.0		1930.0	1950.0	1850.0	1870.0	MHZ
4	LTE	500.0		758.0	768.0	788.0	798.0	MHZ
5	LTE	500.0		880.0	885.0	835.0	840.0	MHZ
6	UMTS	500.0		2110.0	2120.0	1710.0	1720.0	MHZ
				880.0	890.0	835.0	845.0	MHZ
				1930.0	1950.0	1850.0	1870.0	MHZ

Antenna Information

Pos.	Mount	C	Line	Mount	Leg	or	Mfg. /	Transmit	Transmit	Receive	Receive	Use	Orient	Status	
								Svc	Start	Stop	Start	Stop			
A	PIPE MOUNT	98	98.0	180	Leg	ANDREW	1	734.0	746.0	704.0	716.0	TX/RX	Mid-Mount	Installed	
	PIPE MOUNT [PM 601-1]				C	UHX6-59-P3A									
A	SECTOR MOUNT	110	108.0	38	Leg	ANDREW	1	734.0	746.0	704.0	716.0	TX/RX	Mid-Mount	Installed	
	SECTOR MOUNT [SM 506-1]				A	SBNHH-1D65C									
								2	2350.0	2360.0	2305.0	2315.0	TX/RX		
C	SECTOR MOUNT	110	108.0	38	Leg	QUINTEL TECHNOLOGY	1	734.0	746.0	704.0	716.0	TX/RX	Mid-Mount	Proposed	
	SECTOR MOUNT [SM 506-1]				A	QS86512-2									
								3	1930.0	1950.0	1850.0	1870.0	TX/RX		
								758.0	768.0	788.0	798.0				
D	SECTOR MOUNT	110	108.0	38	Leg	QUINTEL TECHNOLOGY	3	1930.0	1950.0	1850.0	1870.0	TX/RX	Mid-Mount	Proposed	
	SECTOR MOUNT [SM 506-1]				A	QS86512-2									
								4	880.0	885.0	835.0	840.0	TX/RX		
								5	2110.0	2120.0	1710.0	1720.0	TX/RX		
E	SECTOR MOUNT	110	108.0	38	Leg	ANDREW	6	880.0	890.0	835.0	845.0	TX/RX	Mid-Mount	Installed	
	SECTOR MOUNT [SM 506-1]				A	SBNHH-1D6565C									
								1930.0	1950.0	1850.0	1870.0				
F	SECTOR MOUNT	110	108.0	158	Leg	ANDREW	1	734.0	746.0	704.0	716.0	TX/RX	Mid-Mount	Installed	
	SECTOR MOUNT [SM 506-1]				B	SBNHH-1D65C									
								2	2350.0	2360.0	2305.0	2315.0	TX/RX		
H	SECTOR MOUNT	110	108.0	158	Leg	QUINTEL TECHNOLOGY	1	734.0	746.0	704.0	716.0	TX/RX	Mid-Mount	Proposed	
	SECTOR MOUNT [SM 506-1]				B	QS86512-2									



A	PIPE MOUNT PIPE MOUNT [PM 601-1]	136	136.0	270	Leg C	ANDREW HP6-59	1	734.0	746.0	704.0	716.0	TX/RXMid-Mount	Installed
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**Feedline Information**

Pos.	Customer Mount	Class	Qty.	Mfg.	Model	Length	Location	Ladder Type	Status
A	PIPE MOUNT		1	Primary: COMMSCOPE Secondary: N/A	EW52	148.0	Face 3I	Feedline Ladder	Installed
A	SECTOR MOUNT		1	Primary: ROSENBERGER LEONI Secondary: ROSENBERGER LEONI WR-VG86T	12 PAIR	160.0	Face 3U	Feedline Ladder	Proposed
C	SECTOR MOUNT		2	Primary: COMMSCOPE Secondary: N/A	CR 50 1873	160.0	Face 3U	Feedline Ladder	Installed
D	SECTOR MOUNT		2	Primary: COMMSCOPE Secondary: KATHREIN	CR 50 1873	160.0	Face 3U	Feedline Ladder	Installed
E	SECTOR MOUNT		2	Primary: COMMSCOPE Secondary: N/A	CR 50 1873	160.0	Face 3U	Feedline Ladder	Installed
F	SECTOR MOUNT			Primary: Secondary: N/A					
H	SECTOR MOUNT		2	Primary: COMMSCOPE Secondary: N/A	CR 50 1873	160.0	Face 3U	Feedline Ladder	Installed
I	SECTOR MOUNT			Primary: Secondary: N/A					
J	SECTOR MOUNT		2	Primary: COMMSCOPE Secondary: N/A	CR 50 1873	160.0	Face 3U	Feedline Ladder	Installed
K	SECTOR MOUNT			Primary: Secondary: N/A					
M	SECTOR MOUNT			Primary: Secondary: N/A					
N	SECTOR MOUNT			Primary: Secondary: N/A					
O	SECTOR MOUNT		2	Primary: COMMSCOPE Secondary: N/A	CR 50 1873	160.0	Face 3U	Feedline Ladder	Installed
A	NONE		2	Primary: ROSENBERGER LEONI Secondary: ROSENBERGER LEONI 12 PAIR	WR-VG86T	161.0	Face 3U	Feedline Ladder	Installed
A	NONE		2	Primary: ROSENBERGER LEONI Secondary: N/A	WR-VG86T	161.0	Face 3U	Feedline Ladder	Installed
A	PIPE MOUNT		1	Primary: ANDREW Secondary: N/A	LDF2-50	180.0	Face 3I	Feedline Ladder	Installed
A	PIPE MOUNT		1	Primary: COMMSCOPE Secondary: N/A	EW52	186.0	Face 3I	Feedline Ladder	Installed

**Optional Component Information**

Tower Mounted Equipment			
Pos.	Customer Mount	Class	Qty.
A	PIPE MOUNT	N/A	Mfg. N/A

A	SECTOR MOUNT	1 ALCATEL LUCENT 1 ALCATEL LUCENT	RRH2X40-07-L RRH4X25-B30	BASE STATION BASE STATION	108.0 ft 110.0 ft	Proposed Installed
C	SECTOR MOUNT	1 NOKIA 1 ALCATEL LUCENT	FRBI_CCIV2 B25 RRH4X30	BASE STATION BASE STATION	110.0 ft 110.0 ft	Proposed Proposed
D	SECTOR MOUNT	1 ALCATEL LUCENT 1 ALCATEL LUCENT 1 RAYCAP	RRH2X60-850 B66A RRH4X45-4R DC6-48-60-18-8C	BASE STATION BASE STATION JUNCTION BOX	110.0 ft 110.0 ft 110.0 ft	Proposed Proposed Proposed
E	SECTOR MOUNT	1 POWERWAVE TECHNOLOGIES	TT19-08BP111-001	AMPLIFIER	110.0 ft	Installed
F	SECTOR MOUNT	1 ALCATEL LUCENT 1 ALCATEL LUCENT	RRH4X25-B30 RRH2X40-07-L	BASE STATION BASE STATION	112.0 ft 108.0 ft	Installed Proposed
H	SECTOR MOUNT	1 NOKIA 1 ALCATEL LUCENT	FRBI_CCIV2 B25 RRH4X30	BASE STATION BASE STATION	110.0 ft 110.0 ft	Proposed Proposed
I	SECTOR MOUNT	1 ALCATEL LUCENT 1 ALCATEL LUCENT	RRH2X60-850 B66A RRH4X45-4R	BASE STATION BASE STATION	110.0 ft 110.0 ft	Proposed Proposed
J	SECTOR MOUNT	1 POWERWAVE TECHNOLOGIES	TT19-08BP111-001	AMPLIFIER	110.0 ft	Installed
K	SECTOR MOUNT	1 ALCATEL LUCENT 1 ALCATEL LUCENT	RRH2X40-07-L RRH4X25-B30	BASE STATION BASE STATION	108.0 ft 110.0 ft	Proposed Installed
M	SECTOR MOUNT	1 NOKIA 1 ALCATEL LUCENT	FRBI_CCIV2 B25 RRH4X30	BASE STATION BASE STATION	110.0 ft 110.0 ft	Proposed Proposed
N	SECTOR MOUNT	1 ALCATEL LUCENT 1 ALCATEL LUCENT	RRH2X60-850 B66A RRH4X45-4R	BASE STATION BASE STATION	110.0 ft 110.0 ft	Proposed Proposed
O	SECTOR MOUNT	1 POWERWAVE TECHNOLOGIES	TT19-08BP111-001	AMPLIFIER	110.0 ft	Installed
A	NONE	1 RAYCAP	DC6-48-60-0-8F	JUNCTION BOX	111.0 ft	Installed
A	NONE	1 RAYCAP	DC6-48-60-18-8F	JUNCTION BOX	111.0 ft	Installed
A	PIPE MOUNT	N/A	N/A	N/A	N/A	N/A
A	PIPE MOUNT	N/A	N/A	N/A	N/A	N/A

**Power Requirements**

VAC	Need Crown Power	Phase	Amps
N/A	No	N/A	0

**Lease, Pad, and Building Requirements**

**Building**

**Building Id #:**

N/A

**Building Type:**

N/A

	Length	Width	Height	SQ. Footage	Irregular SQ. Footage	Status
<b>Lease</b>	12ft 2in	32ft 8in	N/A N/A	397.44	397.44ft	INSTLDD
<b>Pad</b>	N/A N/A	N/A N/A	N/A N/A	N/A	N/A	N/A
<b>Building</b>	11ft 0in	26ft 0in	N/A N/A	286.0	286.0ft	INSTLDD

**Other Pad Requirements**

No cabinets, dishes or other pads exist for this application

**Number of Existing Cabinets:** 0

**Number of Proposed Cabinets:** 0

**Generator Requirements**

**Diesel Generator**

Generator Status:	Location:	Manufacturer:	Model:	Generator Size (KW):	Tank Size (GAL):	Crown or Customer Generator:
INSTLDD	INADDR UNKNOWN	UNKNOWN	60	210	CUSTOMER	

Length      Width      Height      SQ. Footage      Status

<b>Lease Pad</b>	4ft 8in	7ft 5in	N/A N/A	34.61	INSTLLD
	4ft 8in	7ft 5in	N/A N/A	34.61	INSTLLD
<b>Battery Requirements</b>					
<b>Type</b>	<b>Qty.</b>	<b>Mfg.</b>	<b>Model</b>	<b>Is Battery Backup Required?</b>	
N/A	0	N/A	N/A	No	
N/A	0	N/A	N/A		

**Scope of Work/Additional Information**

**Scope of Work:**

MO1134 Columbia. This is a FIRSTNET LTE 5C 6C Retrofit site. AT&T only uses the Kathrein 860 10014 3/8" for their RET. Auto pop lists a 5/16" Belden. This application has been corrected to show (1) existing Kathrein 860-10014 3/8" RET, and removed (1) Belden 9207 5/16". Auto pop also shows (2) existing RayCap DC6-48-60-0-0-8F. This application has been corrected to show (1) as an existing RayCap DC6-48-60-18-8F. PGH was emailed in regards to these changes on 2/7/2018. A MOD Mount Design is also being uploaded with this application. SOW: Remove (3) TMAs Relocate (6) RRH units Replace (6) antennas Replace (6) RRH units Install (6) RRH units Install (9) dual mounts Install (3) antenna brackets Install (1) DC6 Raycap unit Install (1) fiber run Install (2) power runs The final configuration shows (12) antennas, (18) RRH, (3) squid, (3) TMA, (12) 1 5/8" coax, (1) RET, (2) fiber and (6) power runs.

\*\*Indicates where Cut Sheet data has been entered.

**NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).**

**Appendix A - Antenna, Feedline, TME Specifications**

**Antenna Specifications**

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
3	ANDREW	SBNHH-1D65C	PANEL	96.5 IN	11.9 IN	7.1 IN	49.6 LBS	0.0 IN2
6	QUINTEL TECHNOLOGY	QS86512-2	PANEL	96.0 IN	12.0 IN	9.6 IN	140.0 LBS	604.8 IN2
3	ANDREW	SBNH-1D6565C	PANEL	96.4 IN	11.9 IN	7.1 IN	66.1 LBS	0.0 IN2
1	ANDREW	UHX6-59-P3A	DISH	76.5 IN	76.5 IN	60.8 IN	359.0 LBS	0.0 IN2
1	ANDREW	P2F-52-NXA	DISH	28.0 IN	29.9 IN	28.0 IN	19.0 LBS	0.0 IN2
1	ANDREW	HP6-59	DISH	76.5 IN	76.5 IN	60.8 IN	359.0 LBS	N/A
2	TME	TME_ONLY	PANEL	0.0 IN	0.0 IN	0.0 IN	0.0 LBS	N/A

**Feedline Specifications**

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
12	COMMSCOPE	CR 50 1873	1-5/8	1.98 IN
1	KATHREIN	860 10014	3/8	0.375 IN
2	ROSENBERGER LEONI	12 PAIR	3/8	0.4 IN
6	ROSENBERGER LEONI	WR-VG86T	3/4	0.756 IN
2	COMMSCOPE	EW52	ELLiptical	2.25 IN
1	ANDREW	LDF2-50	3/8	0.44 IN

**Tower Mounted Equipment Specifications**

Quantity	Manufacturer	Model	Type	Dimensions				Frequency Low	Frequency High	Sail Area
				Height	Width	Depth	Weight			
3	ALCATEL LUCENT	RRH2X40-07-L	BASE STATION	19.3 IN	10.63 IN	9.7 IN	52.4 LBS	700.0 MHZ	700.0 MHZ	N/A
3	ALCATEL LUCENT	RRH4X25-B30	BASE STATION	29.5 IN	11.8 IN	7.9 IN	70.0 LBS	N/A	N/A	N/A
3	ALCATEL LUCENT	RRH2X60-850		18.5 IN						N/A

			BASE	11.22	8.86	48.0	850.0	2100.0	
			STATION	IN	IN	LBS	MHZ	MHZ	
3	ALCATEL LUCENT	B66A	BASE	25.8	11.8	7.2	56.8	1710.0	2180.0
		RRH4X45-4R	STATION	IN	IN	LBS	MHZ	MHZ	N/A
1	RAYCAP	DC6-48-60-18-8C	JUNCTION BOX	31.41	10.24	10.24	26.2	N/A	N/A
3	POWERWAVE TECHNOLOGIES	TT19-08BP111-001	AMPLIFIER	9.9	6.7	5.4	16.0	1850.0	1910.0
3	NOKIA	FRBI_CCIV2	BASE	22.99	13.03	7.87	55.12	758.0	798.0
			STATION	IN	IN	IN	LBS	MHZ	MHZ
3	ALCATEL LUCENT	B25 RRH4X30	BASE	21.2	12.0	7.2	53.0	1915.0	1995.0
			STATION	IN	IN	IN	LBS	MHZ	MHZ
1	RAYCAP	DC6-48-60-0-8F	JUNCTION BOX	24.0	11.0	11.0	32.8	N/A	N/A
1	RAYCAP	DC6-48-60-18-8F	JUNCTION BOX	31.25	11.0	11.0	32.8	N/A	N/A

DocuSign Envelope ID: C885C625-D7A0-4188-80A3-821D037A3CFA

Customer Site Name: Columbia  
Customer Site ID: MO1134  
FA #: 10002973  
PTN #: 3252A0CLYR

Crown Site Name: COLUMBIA  
Crown Business Unit: 839813  
License Number: 370035  
Amendment Number: 620243

**ATTACHMENT B**

**Site Plan**

(INTENTIONALLY OMITTED)

TT: A 857743 PILOT  
Prepared by: K Arbon  
Prepared on: June 20, 2018  
Revised on: 5  
AT&T Site Location Agt Amdt Template MPL MLA Sites(7-24-14)

LRF Rev #: 1  
App Rev #: 7

DocuSign Envelope ID: C885C625-D7A0-4188-80A3-821D037A3CFA

Customer Site Name: Columbia  
Customer Site ID: MO1134  
FA #: 10002973  
PTN #: 3252A0CLYR

Crown Site Name: COLUMBIA  
Crown Business Unit: 839813  
License Number: 370035  
Amendment Number: 620243

**ATTACHMENT C**

**Level Drawing**

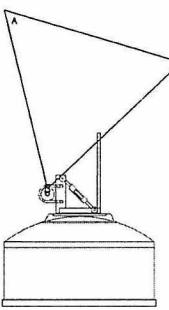
(see attached CAD-generated Level Drawing)

TT: A 857743 PILOT  
Prepared by: K Arbon  
Prepared on: June 20, 2018  
Revised on: 6  
AT&T Site Location Agt Amdt Template MPL MLA Sites(7-24-14)

LRF Rev #: 1  
App Rev #: 7

ORIENT	CUSTOMER	€	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME	TYPE	MFG	MODEL
A	MD		INSTALLED	MDOPEN	W055-55-PSA	180		1		1	EW52	0		

OPERATING LEGAL ENTITY: NEW CINGULAR WIRELESS PCS, LLC



A

BUSINESS UNIT:839813 TOWER ID:A LEVEL:98

LEVEL DRAWING

135 BREMGER ROAD  
COLUMBIA, IL 62236  
MONROE COUNTY  
US

98 FT INSTALLED LENGTH

A1-98

CC CROWN CASTLE

CROWN REGION ADDRESS  
USA

REVISIONS  
NO DATE  
DESCRIPTION  
DRAWN BY:ZCAD  
DRAWING DATE:9/9/2017

SITE NUMBER:  
SITE NAME:  
SITE NAME  
COLUMBIA

BUSINESS UNIT NUMBER  
#9813

SITE ADDRESS

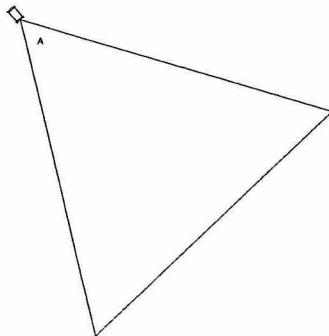
SHEET TITLE

SHEET NUMBER

ANTENNA SUMMARY									
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN	€	
THE SUMMARY									
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE		
1	1	0	0	0	BARCO	BOB-48-80-0-8F	JUNCTION		
FEEDLINE SUMMARY									
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE		
2	2	0	0	0	ROSENBERGER	LEONI	WR-VB37	3/4	
1	1	0	0	0	ROSENBERGER	LEONI	12 PWR	3/8	



A



BUSINESS UNIT: 839813 TOWER ID: A LEVEL: 107

LEVEL DRAWING | MOUNTEO 301-1

OPERATING LEGAL ENTITY: NEW CINGULAR WIRELESS PCS, LLC

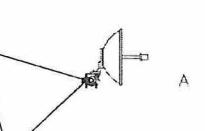
 <b>CROWN CASTLE</b>	
<b>CROWN REGION ADDRESS</b> <b>USA</b>	
<b>REVISIONS</b> <small>NO. DATE DESCRIPTION (REVISION NUMBER)</small>	<b>REV</b> <b>2</b>
<b>DRAWN/CHECKED BY/ECAD</b> <b>DRAWING DATE/29/2018</b>	
<b>SITE NUMBER:</b> <b>SITE NAME:</b>	
<b>SITE NAME</b> <b>COLUMBIA</b>	
<b>BUSINESS UNIT NUMBER</b> <b>839813</b>	
<b>SITE ADDRESS</b>	
<b>1253 BREMSE ROAD</b> <b>COU MBRIA, IL 62236</b> <b>UNION COUNTY</b> <b>US</b>	
<b>SHEET TITLE</b>	
<b>107 FT INSTALLED</b>	
<b>SHEET NUMBER</b>	

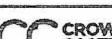




ANTENNA SUMMARY						ANTENNA						FEEDLINE			TIME								
QTY	INST	PRPSD	NOT INST	MIA/SLA/ABND	MANUFACTURER	MODEL	ANTEN	TYPE	ORIENT	CUSTOMER	QTY	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TIME TYPE	MFG	MODEL	
1	1	0	8	0	ANDREW	P2T-32-46A	130		A	AT&T MOBILITY	130	INSTALLED	ANDREW	P2T-52-NVA	90		1	3/8	0				
THE SUMMARY												FEEDLINE SUMMARY											
QTY	INST	PRPSD	NOT INST	MIA/SLA/ABND	MANUFACTURER	MODEL	SIZE																
1	1	0	8	0	ANDREW	LDF2-50	3/8																

OPERATING LEGAL ENTITY: NEW CINGULAR WIRELESS PCS, LLC





CROWN CASTLE

CROWN REGION ADDRESS  
USA

REVISIONS

REV A	REV B	REV C	REV D
NO DATE	NO DATE	NO DATE	NO DATE
DRAWING CHECKED BY CZC/AD			
DRAWING DATE 6/11/2018			

SITE NUMBER:  
SIT ID: NAME:

SITE NAME:  
COLUMBIA

BUSINESS UNIT NUMBER:  
839813

SIT ID: ADDRESS

1253 BREMNER ROAD  
COLUMBIA, IL 62236  
MONROE COUNTY  
US

SHEET TITLE:  
130 FT INSTALLED

SHEET NUMBER

BUSINESS UNIT: 839813 TOWER ID: A LEVEL: 130

LEVEL DRAWING | MOUNTEM 601-1

A1-130



**EXHIBIT D**

Description of Road

**THE ROAD**

A 20.00 FOOT WIDE ACCESS & UTILITY EASEMENT IN THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE SOUTH  $90^{\circ}00'00''$  EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 10, 100.00 FEET; THENCE NORTH  $0^{\circ}13'18''$  WEST, 30.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $88^{\circ}39'32''$  EAST, 733.09 FEET; THENCE 122.09 FEET ALONG A 110.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT WITH A CHORD BEARING NORTH  $56^{\circ}51'42''$  EAST, 115.92 FEET; THENCE NORTH  $25^{\circ}03'52''$  EAST, 86.83 FEET; THENCE 111.65 FEET ALONG A 90.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING NORTH  $60^{\circ}36'13''$  EAST, 104.63 FEET; THENCE SOUTH  $83^{\circ}51'26''$  EAST, 145.62 FEET; THENCE 146.82 FEET ALONG A 110.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT WITH A CHORD BEARING NORTH  $57^{\circ}54'20''$  EAST, 136.16 FEET; THENCE NORTH  $19^{\circ}40'07''$  EAST, 183.10 FEET; THENCE 149.74 FEET ALONG A 145.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING NORTH  $49^{\circ}15'10''$  EAST, 143.17 FEET TO THE POINT OF TERMINATION ON THE APPARENT WESTERLY RIGHT-OF-WAY LINE OF BREMSER ROAD.

CONTAINING 33,579 SQUARE FEET (0.771 ACRES), MORE OR LESS.

**EXHIBIT E**

Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, pertaining to the protection of human health and/or the environment including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, the Clean Air Act, 42 U.S.C. §§7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§1251, *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§2601, *et seq.*, the Oil Pollution Control Act, 33 U.S.C. §§2701, *et seq.*, and applicable Illinois state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state or local land use laws dealing with environmental sensitivity, including but not limited to laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitat, or historical or archeological significance.

As used in this Lease, "Hazardous Substance" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their byproducts.

**EXHIBIT F – CURRENT BROADBAND TENANTS**

New Cingular Wireless PCS, LLC and AT&T Mobility Corporation

## **COMMUNICATIONS SITE LEASE AGREEMENT**

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") is entered into as of January   , 2022, (the "Effective Date") between the **CITY OF COLUMBIA, ILLINOIS**, a municipal corporation ("Landlord"), and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company ("Tenant"), (Landlord and Tenant being collectively referred to as the "Parties").

### **RECITALS**

**WHEREAS**, Landlord owns certain real property located at 1363 Bremser Road, Columbia, Monroe County, Illinois (the "Property"). The Property is described in that Warranty Deed recorded in Book 2200, Page 434 in the Monroe County Clerk's Office, and in that Warranty Deed recorded in Book of Deeds 104, Page 383 in the St. Clair County Recorder's Office; and

**WHEREAS**, (a) Landlord also owns certain real property located at 1253 Bremser Road, Columbia, Monroe County, Illinois which property is described in that Warranty Deed recorded in Book 2200, Page 434 in the Monroe County Clerk's Office ("Tower 1 Property") and, (b) at or about the time Landlord and Tenant enter into and execute this Lease, Landlord and NCWPCS MPL 24 – Year Sites Tower Holding LLC, by and through its attorney-in-fact CCATT LLC, (collectively "Tower 1 Tenant") will enter and/or are entering into a separate lease regarding the Tower 1 Property ("Tower 1 Lease"); and

**WHEREAS**, City of Columbia, Monroe and St. Clair Counties, Illinois, and Cybertel Cellular Telephone Company ("Cybertel"), Tenant's stated predecessor in interest, entered into that certain Mobile Systems Ground Lease Agreement ("Lease Agreement") dated July 5, 1994, (which was amended by a Memorandum of and Amendment to Lease Agreement dated September 12, 1994 ("1994 Memo and Amendment")) (the Lease Agreement and 1994 Memo and Amendment are collectively referred to herein as the "Original Lease"), whereby, Cybertel leased a parcel of land as more particularly described in the Original Lease ("Original Leased Property") along with a 20 foot wide access easement and a utility easement along an existing trail road (the "Original Access and Utility Area") from the Original Leased Property to Bremser Road (collectively the "Original Premises"); and

**WHEREAS**, Landlord, through this Lease as more fully set forth below, intends to lease to Tenant and grant easements to Tenant substantially similar to Original Premises including a parcel of land depicted on the survey attached as **Exhibit A** and as described by metes and bounds set forth on **Exhibit B** ("Leased Property") along with a 20 foot wide access easement and a utility easement along an existing trail road from the Leased Property to Bremser Road (the "Access and Utility Area") also as depicted on the survey attached as **Exhibit A** and described by metes and bounds set forth on **Exhibit B** (collectively, the "Premises"); and

**WHEREAS**, the Original Lease's initial term was five (5) years commencing on or about September 12, 1994 and expiring at Midnight on September 11, 1999 and the term of the Original Lease was to be automatically extended for nine (9) consecutive additional extended terms of five (5) years each such that, unless sooner terminated, the final Original Lease term would expire at Midnight on September 11, 2044; and

**WHEREAS**, the Original Lease was amended by Letter Agreement dated September 20, 2000 (“2000 Letter Amendment”), which, in part, evidenced Landlord’s consent and agreement to Cybertel’s intended assignment of all of Cybertel’s rights under the Original Lease to Tenant, but did not alter the term of the Original Lease (the Original Lease and 2000 Letter Amendment are collectively referred to herein as “Amended Lease”); and

**WHEREAS**, Tenant is successor in interest in and to Amended Lease; and

**WHEREAS**, Landlord and Tenant seek to terminate the Amended Lease and replace it in its entirety with this Lease, which, *inter alia*, provides for an initial term commencing on the Effective Date and running through September 11, 2024 and further provides for seven (7) additional five (5) year Extension Terms (as defined below) thereafter with a final expiration date of September 11, 2059, along with the other consideration and provisions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. New Lease and Novation and Termination of Initial Lease. On the Effective, the Amended Lease is hereby confirmed to be novated, terminated, and replaced in its entirety with this Lease which shall apply and govern the use of the Premises hereinafter during the term of this Lease, including any applicable Extension Terms as set forth below.

2. Leased Premises. In consideration of payments to Landlord and other terms herein, Landlord leases to Tenant the Premises containing an existing communications tower and the Equipment and Facilities (as defined below). Tenant shall provide to Landlord a list of all Equipment and Facilities located on the Premises, including the owner/operator of such Equipment and Facilities, which list shall be attached as Exhibit C, and shall be sufficient to enable Landlord to establish a baseline and to allow for confirmation of any additional carriers in the future. Term.

(a) The initial term of this Lease shall commence on the Effective Date and continue through September 11, 2024 (“Initial Term”).

(b) Tenant shall have the right to extend this Lease for seven (7) successive five (5)-year terms (each an “Extension Term”) after the Initial Term. Each Extension Term shall be on the same terms and conditions as set forth herein except that Rent (as defined below) shall be increased as provided herein. The Initial Term and each Extension Term shall be as follows:

<u>Term:</u>	<u>Start Date of Term:</u>	<u>End Date of Term:</u>
Initial Term	Effective Date	September 11, 2024
First Extension Term	September 12, 2024	September 11, 2029
Second Extension Term	September 12, 2029	September 11, 2034
Third Extension Term	September 12, 2034	September 11, 2039
Fourth Extension Term	September 12, 2039	September 11, 2044
Fifth Extension Term	September 12, 2044	September 11, 2049

Sixth Extension Term	September 12, 2049	September 11, 2054
Seventh Extension Term	September 12, 2054	September 11, 2059

(c) The term of this Lease shall automatically extend for each successive Extension Term unless Tenant shall notify Landlord in writing of Tenant's election not to extend the term at least sixty (60) days prior to the expiration of the Initial Term or the then-current Extension Term (as the case may be). Accordingly, Tenant shall provide notice of non-extension by the following dates during each term as follows:

Initial Term:	July 14, 2024
First Extension Term:	July 14, 2029
Second Extension Term:	July 14, 2034
Third Extension Term:	July 14, 2039
Fourth Extension Term:	July 14, 2044
Fifth Extension Term:	July 14, 2049
Sixth Extension Term:	July 14, 2054

(d) If Tenant remains in possession of the Premises at the expiration of this Lease without a new written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease except the Rent shall be equal to double the amount of Rent in effect for the month immediately prior to such holding over, to escalate at a rate of one percent (1%) per month for the entirety of the holding over.

4. Permitted Use.

(a) The Premises may be used by Tenant only for the following permitted uses (collectively, "Tenant's Permitted Use"): maintaining, securing and operating a communications facility, including, but not limited to, the maintenance, repair and/or replacement of the communications tower, structural tower base(s), communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, and related equipment on the Premises for the transmission and reception of communication signals (collectively, "Equipment and Facilities"). Tenant's Permitted Uses are subject to all restrictions and limitations in this Lease.

(b) Tenant represents and warrants to Landlord that the Equipment and Facilities will be operated now and shall continue in the future to be operated, managed and maintained in compliance with all applicable federal, state and local laws, rules, regulations and orders (the "Laws"), including without limitation Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC") requirements. Tenant agrees to provide Landlord, upon Landlord's written request, but not more than once per year, with all documentation evidencing current compliance with the Laws during the term of this Lease and any Extension Term.

(c) Tenant shall comply with the City's Code of Ordinances.

5. Rent; Payments.

(a) The parties acknowledge and agree that Rent due for the period from the Effective Date through September 11, 2021 has been paid in full and that no amounts are due or owing for any period prior to September 12, 2022. Beginning on September 12, 2022 and continuing on the same day of each year thereafter during the Initial Term, Tenant shall pay to the Landlord rent in the lump sum amount of Sixteen Thousand Dollars (\$16,000.00) ("Rent"). Rent for any partial year during the Initial Term (and any Extension Term) shall be payable on an adjusted basis, with the annual rent being prorated for the number of days in such partial year on the basis of three hundred sixty-five days to the year.

(b) Beginning at the start of the First Extension Term and each fifth (5th) anniversary of the First Extension Term (i.e., at the beginning of each additionally Extension Term if effective), the annual rent payable shall change and be increased as follows:

<u>Beginning of Extension Term</u>	<u>Annual Rent (\$)</u>
First Extension Term	20,000.00
Second Extension Term	25,000.00
Third Extension Term	31,250.00
Fourth Extension Term	39,062.50
Fifth Extension Term	45,898.44
Sixth Extension Term	53,930.66
Seventh Extension Term	63,368.53

(c) Rent shall be payable to Landlord at City Hall, Finance Department, 208 S. Rapp Avenue, Columbia, Illinois 62236 and Attention: Accounting Manager. Payments due Landlord under this Lease shall accrue simple interest from the due date at a rate of one and one-half percent (1.5%) per month until paid.

6. Interference.

(a) Tenant shall not use the Premises or the Access and Utility Area in any way which interferes with the rights or use of the Property by Landlord, or by tenants or licensees of Landlord holding rights to the Property on the date of the Lease, except as otherwise provided by applicable laws. With regard to Landlord's future tenants or licensees on the Property ("Future Tenants"), Tenant shall not, to the extent possible, use the Premises or the Access and Utility Easement in any way which interferes with Future Tenants' rights or use of the Property.

(b) Landlord reserves the right, privilege and authority to continue to use and occupy the Property for any purpose whatsoever, including without limitation the modification, maintenance, repair, remodeling or replacement of the facilities on the Property, or the sale or lease of the Property or any portion of the Property; except Landlord hereby covenants that it shall not use the Property so as to interfere with Tenant's Permitted Use nor shall Landlord enter into any lease, license or other agreement pursuant to which a third party would use the Property so as to interfere with Tenant's Permitted Use at the time of such lease, license or agreement. Landlord further reserves the right to install and maintain antennas and equipment (collectively "Landlord's

Equipment") on the Premises at no more than one attachment location on the tower at a height to be approved by Tenant, in Tenant's sole reasonable discretion. Any proposed installation of Landlord's Equipment on the tower shall be permitted provided that Landlord's Equipment shall not cause any interference or conflict with the operations and improvements of Tenant. If Landlord desires to install any of Landlord's Equipment on the tower, Landlord shall notify Tenant and Tenant shall manage such installation. All costs associated with installation, maintenance and decommissioning of Landlord's Equipment will be at the sole cost and expense of Landlord. Landlord shall not be required to pay a monthly rental fee for the use of space on the tower, but will be responsible for any fees incurred by Tenant relating to installation or use of Landlord's Equipment, including but not limited to, fees related to any required intermodulation study, AM Detuning study, structural analysis or other required testing. It is understood that Tenant shall not be required to make any modifications to the tower or Premises to provide such space to Landlord. Prior to installing any of Landlord's Equipment, Landlord shall provide notice and plans to Tenant for its engineering approval, which approval shall be at Tenant's sole reasonable discretion. Tenant shall require Landlord to enter into a standard license agreement at no cost to the Landlord containing the normal and customary terms for such equipment. Landlord agrees that any modifications to Landlord's Equipment must be processed through Tenant's specific application process as described in Tenant's standard license agreement.

(c) All interference claims relating to any communications or electronic equipment shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the FCC, except to the extent any such claims relate to any police, fire, EMS, public works, or other City or other governmental users. In the event Landlord observes interference with the City or other governmental uses by Tenant, it may give written notice of such interference and Tenant shall take immediate action to cease such interference. Failure by Tenant to cease any interference with police, fire, or EMS within twenty-four (24) hours following the written notice shall be deemed a material breach of this Lease. Failure by Tenant to cease any interference with public works or other City or other governmental users within ten (10) days following the written notice shall also be deemed a material breach of this Lease. Landlord may, but shall not be required to, agree on alternative actions that Tenant or Landlord may take to reasonably avoid the interference.

(d) It is understood that Landlord's primary use of the Property is for public works and safety purposes and that Landlord may, from time to time, need to repair, maintain or modify any improvements on the Property that may affect Tenant's ordinary access to the Premises. Landlord agrees to provide Tenant with at least twenty (20) days prior written notice of such material activity, along with a schedule showing anticipated dates and duration of such repair and/or maintenance work, except in the event of emergencies as reasonably determined by Landlord. Notwithstanding the foregoing, should any activity affect Tenant's ordinary access set forth in this Lease, Landlord shall at all times, even in the event of an emergency, use all reasonable, available, good faith efforts to provide Tenant alternative access to the Premises during such period of time.

7. Maintenance, Repair and Improvements.

(a) Tenant, at its own cost and expense, shall maintain, repair or replace the Equipment and Facilities if and when deemed necessary by Tenant. Tenant shall also be

responsible for maintaining the Premises and Access and Utility Area, and for repairing any damage Tenant causes to the Premises, the Property or the Access and Utility Area.

(b) Tenant shall have the right to modify, supplement, replace or upgrade the Equipment and Facilities within the Premises at any time during the term of this Lease, consistent with the design, location/elevation, size, and orientation for equipment on the attached exhibits of this Lease without the consent of Landlord; provided, however, any increase of the height of the communications tower on the Premises shall be subject to the consent of Landlord which may be withheld in Landlord's sole discretion. The Equipment and Facilities installed by Tenant shall not constitute a fixture and shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Equipment and Facilities at any time during the term of this Lease. Tenant shall repair any and all damage to the Premises, the Property and any other property of Landlord resulting from the Equipment and Facilities. Notwithstanding anything contained in this Lease, nothing herein shall be construed as a waiver of Tenant's rights under Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (a/k/a the Spectrum Act).

(c) Notwithstanding anything to the contrary contained in this Lease or in the Tower 2 Lease and in consideration for payment made by Tenant to the Landlord pursuant to the Settlement Agreement entered into at or about the time of this Lease and the Tower 2 Lease, on or before August 15, 2022 (unless unforeseen weather conditions require the time for completion to be reasonably extended), Landlord shall repair or replace, at its discretion, the access road (the "Road") located in the Access and Utility Area (described on **Exhibit D** attached hereto). Landlord agrees that such repairs shall be performed in a good and workmanlike manner and utilize materials generally accepted for the intended use of the Road such that, upon completion of the repairs, the Road is in reasonably safe and passable condition and is passable by ordinary automobiles and vehicles (the "Landlord's Road Repairs"). The Landlord's Road Repairs are also contemplated in and required by the Tower 1 Lease. Upon completion of the Landlord's Road Repairs, Landlord shall provide written notice of such completion to Tenant and request that Tenant approve such repairs, which approval shall be provided by Tenant if Tenant determines, in its reasonable discretion exercised in good faith, that Landlord's Road Repairs have been completed such that the Road is in a reasonably safe and passable condition such that it is passable by ordinary automobiles and vehicles. Tenant hereby agrees that if Tenant does not provide written consent or written objection to Landlord's Road Repairs to Landlord within forty-five (45) days from the date Landlord submits the written notice of completion, Tenant's approval shall be deemed granted.

(d) After approval by Tenant of Landlord's Road Repairs, Tenant and the Tower 1 Tenant, at no cost to Landlord, shall maintain, repair, or make any necessary improvements to maintain the Road to the same condition it is in after the Landlord's Road Repairs are completed and approved, and always in a reasonably safe and passable condition (such maintenance, repair, and/or improvement are hereinafter "Future Repairs"). Tenant and the Tower 1 Tenant may allocate the costs of Future Repairs between them in any way they may agree. However, regardless of such agreed-upon allocation, each such tenant shall be responsible to Landlord for the full costs of such Future Repairs. However, Landlord may not recover more than the total cost of such future repairs from Tenant and the Tower 1 Tenant collectively. Landlord shall be responsible for payment for any repairs made necessary by damage to the Road caused

directly by Landlord or its invitees. Nothing herein shall prevent Tenant from passing on costs or sharing in the maintenance of the Road with other tenants who also use the Road.

(e) Notwithstanding anything to the contrary contained in this Lease or the Tower 1 Lease, the validity of each Lease is independent of the other.

8. Utilities. Tenant shall pay any utilities charges to the Property incurred as a result of Tenant's use of the Premises. Tenant shall have the right, at Tenant's expense, to install or improve utilities on the Premises or the Access and Utility Area. Tenant shall install separate meters for utilities used on the Premises. Tenant shall not be entitled to connect to Landlord's emergency generator or other utilities designated by Landlord for restricted use, but may provide its own private generator on the Premises to be used by Tenant or its sublessees or licensees.

9. Access. Landlord hereby grants Tenant non-exclusive rights for ingress, egress, and access to the Premises to service the Premises and the Equipment and Facilities at all times 24-hours-a-day, 7 days-a-week. Any rights provided hereunder shall have the same term as this Lease. Tenant acknowledges, understands, and agrees that Landlord may, from time to time, need to repair, maintain or modify improvements on the Property. Tenant further acknowledges, understands, and agrees that the Property is used for public utility or safety purposes and that Landlord may maintain and implement reasonable security measures. However, Tenant shall have 24-hours-a-day, 7 days-a-week access to the Premises, unless an emergency prevents such access. Even in the event of an emergency, Landlord shall use all reasonable, available, good faith efforts to provide Tenant alternative access to the Premises.

10. Default. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

(a) if Tenant fails to pay amounts due under this Lease within fifteen (15) days of notice, as provided herein, that such payments are overdue;

(b) Other than Tenant's obligations to pay amounts due under this Lease, if either party fails to perform its obligations under this Lease and does not cure such failure within thirty (30) days from notice, as provided herein, of breach, or such longer period as may be required to diligently complete a cure commenced within the thirty (30)-day period;

(c) if the Equipment and Facilities or Tenant's use of the Property are not in compliance with the Laws beyond any applicable cure period.

11. Termination. Except as otherwise provided herein, this Lease may be terminated as follows:

(a) upon twenty (20) days' written notice by Tenant or Landlord in the event of a Default and failure to cure;

(b) upon ninety (90) days' written notice by Tenant or Landlord if Tenant, despite its best efforts, is unable to obtain or maintain any license, permit or governmental approvals necessary to the construction and/or operation of the Equipment and Facilities or Tenant's use of the Premises;

(c) upon ninety (90) days' written notice by Tenant if Tenant determines, in its reasonable discretion exercised in good faith, that based on a material interference with use of the Premises resulting from the acts of Landlord or any third party, or an act of God or from other natural forces, Tenant's use of the Premises is no longer feasible; provided Tenant shall have first provided Landlord and all parties to the interference written notice and proof of such interference and a reasonable period of time to cure or eliminate such interference;

(d) at the time title of all or a portion of the Premises transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises sufficient in Tenant's reasonable determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking, and Tenant shall be entitled to reimbursement of any prepaid Rent, to be apportioned as of the date title transfers. Sale of all or part of the Premises to a purchaser with the power of eminent domain shall be treated as a taking by condemnation upon the exercise of the power of eminent domain;

(e) upon ninety (90) days' written notice by Tenant in the event there is a formal governmental environmental investigation or inquiry of the Premises, not involving or caused by Tenant's use of the Premises, that causes the Tenant to conclude, in Tenant's reasonable discretion exercised in good faith, that continued leasing of the Premises would expose Tenant to undue risk of third-party liability;

(f) upon one hundred eighty (180) days' prior written notice, Tenant shall have the right to terminate this Lease at any time, without cause. Upon such termination, Tenant shall pay to Landlord a lump sum payment equal to the full amount due and owing for the remainder of the then term of the Lease. If less than three years is left on the term of the Lease at the time of the termination, Tenant shall pay a lump sum equal to three years of Rent payments, escalated as provided in Section 5(b) above, to Landlord. By way of example, if Tenant terminates with two years remaining in the Initial Term, Tenant would pay a lump sum equal to two years of rent escalated as provided in Section 5(a) plus one year of rent escalated as provided in Section 5(b); and

(g) upon one year's prior written notice by Landlord that the Premises are required for use by any provider of public safety functions, including police, fire and EMS departments, or due to reconfiguration or modification or sale of the Property for public purposes. Notwithstanding the foregoing, a public purpose shall not include (i) a transaction for a same or similar use to Tenant's Permitted Use contemplated in this Lease (a) with any person or entity for additional compensation and/or consideration or (b) with a person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring interests in telecommunication facilities for investment purposes), or (ii) Landlord's construction or operation of a wireless communications facility to be leased or subleased to third party wireless communications providers or to be used for any purpose other than municipal use.

12. Obligations upon Termination or Expiration. Upon termination of this Lease, including expiration of this Lease, this Lease shall become null and void and neither party shall have any further rights or duties hereunder, except as otherwise provided herein, and Tenant shall remove the Equipment and Facilities from the Premises, repair any damage caused thereby and shall surrender the Premises in as good order and condition as when first occupied by Tenant,

ordinary wear and tear and damage not caused by Tenant excepted. Unless otherwise agreed to by the Parties, any property which is not removed by Tenant within ninety (90) days after the expiration or earlier termination of this Lease shall, upon the expiration of the ninety (90)-day period, become the property of Landlord, and Tenant shall thereafter have no rights whatsoever with respect thereto. Tenant shall be liable to Landlord for costs incurred by Landlord in removing and disposing of such property.

13. Taxes. Tenant shall pay when or before due any personal property taxes assessed on, or any portion of such taxes attributable to all leasehold improvements of Tenant, including the Equipment and Facilities. Landlord shall pay, if not exempt, when or before due all real property taxes attributable to the Property and the Premises. However, Tenant shall pay within thirty (30) days of being billed by Landlord, any increase in real property taxes levied against the Property or the Premises which is directly attributable to Tenant's use of the Property or the Premises, and Landlord agrees to furnish proof of such increase to Tenant. Landlord agrees to reasonably assist Tenant (if and to the extent necessary), at Tenant's cost, in any appeal of such tax assessment.

14. Insurance and Subrogation. Tenant shall provide Commercial General Liability Insurance from a company authorized to do business in the state and, and unless otherwise approved by the Landlord, with a rating by AM Best of not less than "A minus," in an aggregate amount of not less than \$3,000,000.00 per occurrence and in the aggregate, and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining an appropriate endorsement to any master policy of liability insurance Tenant may maintain or through a combination of primary and excess or umbrella insurance. An endorsement shall state that the Landlord is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall provide thirty (30) days' advance written notice of cancellation be given to the City Clerk when the insurer cancels for any reason other than non-payment of premium and ten (10) days' advance written notice of cancellation when the cancellation is a result of non-payment of premium. Tenant shall also provide immediate notice to Landlord if Tenant receives a notice of cancellation of insurance for any reason. The Landlord's additional insured coverage shall apply with no deductible to the Landlord. Proof of compliance with this Section, including current and duly issued certificates of insurance shall be maintained with Landlord at all times during this Lease.

15. Default by Tenant; Hold Harmless. Tenant agrees to indemnify, defend with counsel acceptable to Landlord, and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising hereafter from the installation, use, maintenance, repair or removal of the Equipment and Facilities or Premises, Property or Access and Utility Area, or the breach or Default of this Lease by Tenant, except to the extent solely attributable to the wrongful acts, omissions or negligence of Landlord, its employees, agents or independent contractors. Tenant acknowledges that the physical condition of the Premises as of the Effective Date does not constitute a wrongful act, omission or negligence of Landlord. Nothing in this Section shall be deemed to limit any other remedy Landlord may have pursuant to this Lease or in equity or at law.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given and effective if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight courier to the following addresses, or such other address that may be specified in writing at any time during the term of this Lease:

**If to Landlord, to:**

City of Columbia, Illinois  
Attn: City Clerk  
208 S. Rapp Avenue  
Columbia, Illinois 62236

**If to Tenant, to:**

CROWN CASTLE GT COMPANY LLC  
Legal Department  
Attn: Network Legal  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

17. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease and has the power to grant all rights hereunder, (ii) Landlord has good, marketable title to the Premises free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Tenant's Permitted Use of the Premises; (iii) Landlord's execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant shall have the quiet enjoyment of the Premises, and Tenant shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period; provided that nothing in this Section or within this Lease shall be deemed to waive the Landlord's sovereign immunity or create a cause of action for damages against the Landlord.

18. Environmental Laws.

(a) In addition to Tenant's other obligations to comply with the Laws, Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in the attached Exhibit E).

(b) Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of Hazardous Substance (as defined in the attached Exhibit E) on the Property or the migration of any Hazardous Substance to other properties or released into the environment that are caused by or result from Tenant's activities on the Property under the Initial Lease, including as amended, or this Lease. Tenant shall not be required to indemnify the Landlord under this subparagraph for the negligence or willful misconduct of the Landlord and in the event of joint and several negligence or fault of both Landlord and Tenant, indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Illinois, without, however, waiving any governmental immunity available to Landlord under Illinois law and without waiving any defense of the Parties under Illinois law.

(c) The indemnifications in this Section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this Section 18 will survive the expiration or termination of this Lease.

19. Assignment and Subleasing.

(a) Tenant may not assign, sublease, or license this Lease without obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant and Landlord understand and agree that time is of the essence with regard to such consent requests and Landlord hereby agrees that if Landlord does not provide written consent or written objection to the consent to Tenant within thirty (30) days from the date Tenant submits the written request for consent to Landlord, Landlord's consent shall be deemed granted and Tenant may proceed as though Landlord had provided its written consent to assign, sublease, or license this Lease. As an exception to the foregoing, Tenant may assign, sublease, or license this Lease without the consent of, but with sixty (60)-days' notice to Landlord to any person or business entity which (i) is a parent or subsidiary of Tenant; (ii) controls or is controlled by Tenant; (iii) is merged with Tenant; or (iv) purchases a majority or controlling interest in the ownership or assets of Tenant; provided that such transactions are not designed as a subterfuge to effect transfer of ownership that evades approval requirements for an unrelated entity.

(b) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Equipment and Facilities.

(c) As used herein, "Broadband Tenant" shall mean any subtenant which is a Commercial Mobile Radio Service ("CMRS") provider (as defined in 47 C.F.R. §20.3) engaged in the business of providing wireless telephone services to its customers. Tenant represents and warrants that each and every Broadband Tenant located on or using the Premises on the Effective Date of this Lease as a result of any sublease, license, or other agreement ("Current Broadband Tenant") was a subtenant on, located on, or using the Premises prior to May 1, 2018 and that each such Current Broadband Tenant, or its respective successor or assignee, has continuously used or occupied the Premises since May 1, 2018. Each such Current Broadband Tenant is identified on **Exhibit F** attached hereto. Prior to the execution of this Lease, Tenant shall provide to Landlord a copy of each agreement, and all extensions or amendments thereof, relating to any Current Broadband Tenant's use or occupancy of the Premises, or right to use or occupy the Premises, but Tenant may redact confidential or commercially sensitive terms from such agreements, including, without limitation, the amount of past, present, or future rent.

(d) In addition to the Rent to be paid by Tenant to Landlord pursuant to this Lease, as further consideration for the right to exclusively use and lease the Premises, if, after full execution of this Lease, Tenant enters into any future sublease, license, or other agreement for use of the Premises with a new Broadband Tenant which is not a Current Broadband Tenant (each, a "Future Broadband Sublease"), Tenant shall pay to Landlord a fee for such Future Broadband Sublease equal to One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per month ("Future Broadband Sublease Fee"). The first payment of the Future Broadband Sublease Fee shall be due on the first day of the month following the commencement date of the applicable Future Broadband Sublease, and each subsequent payment shall be due on the first day of each month thereafter. The Future Broadband Sublease Fee shall increase at the same time and at the same rate increase as Rent. If any Future Broadband Sublease expires or terminates for any reason, Tenant shall no longer be obligated to pay a Future Broadband Sublease Fee for such Future Broadband Sublease. Notwithstanding anything in this Section to the contrary, Landlord shall not be entitled to a Future Broadband Sublease Fee for any sublease or license to any Current Broadband Tenant. Tenant

shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Tenant to do so.

(e) Tenant represents and warrants that, other than the Current Broadband Tenants, there are and have not been since May 1, 2018 any other subtenants, licensees, or assignees on the Premises. If Tenant elects to enter into a future sublease, license, or other agreement for use of the Premises with a subtenant or user who is not a Broadband Tenant ("Future Non-Broadband Sublease"), then Tenant shall pay to Landlord a fee in the amount of twenty-five percent (25%) of the rent paid pursuant to such Future Non-Broadband Sublease ("Future Non-Broadband Sublease Fee"). The first payment of the Future Non-Broadband Sublease Fee shall be due on the first day of the month following the payment of such rent pursuant to applicable Future Non-Broadband Sublease, and each subsequent payment shall be due on the first day of each month thereafter. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Tenant to do so. Within thirty (30) days of the full execution of any Future Non-Broadband Sublease, Tenant shall provide to Landlord a copy of the Future Non-Broadband Sublease (including the rental amount), in order for Landlord to verify proper payment of the Future Non-Broadband Sublease Fee. If any Future Non-Broadband Sublease is extended, modified, or terminated, Tenant shall provide Landlord with a copy of such extension, modification, or termination (including any rental amount) within thirty (30) days of the full execution of such extension, modification, or termination.

(f) Landlord may submit a written request to Tenant for information about the identity of subtenants, assignees, or licensees using the Premises since the Effective Date of this Lease. Tenant shall provide that information to Landlord within thirty (30) days after Tenant's receipt of such written request. The information must be verified by Business Summary Report and, if requested, the subtenant lease, assignment, or license. Subject to the provisions of Section 19(e), Tenant may redact the amount of rent Tenant receives from the subtenant, assignee, or licensee.

20. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

21. Default by Landlord. If Landlord fails to perform any of its obligations under this Lease, and such failure impairs or interferes with Tenant's Permitted Use of the Premises, Tenant may give Landlord written notice thereof at any time. If Landlord does not cure such failure within thirty (30) days after receipt of such written notice from Tenant, or such longer period as may be required to diligently complete a cure commenced within the 30-day period, Tenant may, at its option terminate this Lease pursuant to Section 11 herein, or may seek specific enforcement of this Lease, if otherwise available in law or equity. Tenant shall not be entitled to file any action against Landlord or its officers, agents, or employees for damages, including for costs or attorneys' fees, pursuant to this Lease or for breach thereof.

22. Miscellaneous.

(a) In any action arising under this Lease, if Landlord is the prevailing party, then Landlord shall be entitled to its costs and reasonable attorneys' fees.

(b) This Lease constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both Parties.

(c) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(d) Each party agrees to reasonably cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

(e) This Lease and its performance shall be deemed to have been fully executed, made by the Parties in, and governed by and construed in accordance with the laws of, the State of Illinois applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Lease shall be instituted only in the Circuit Court of St. Clair County, Illinois, the Circuit Court of Monroe County, Illinois, or the federal court of the Southern District of Illinois and waive any objection based upon venue or *forum non conveniens* or otherwise.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE.]**

**LANDLORD:**

**CITY OF COLUMBIA, ILLINOIS**

By:   
Name: Bob Hill  
Its: Mayor  
Date: 3-4-2022

**TENANT:**

**CROWN CASTLE GT COMPANY LLC,**  
a Delaware limited liability company

By:   
Name: Lori Lopez  
Its: 00978021341F459...  
Date: Sr. Transaction Manager  
Date: 1/12/2022 | 5:40:28 PM EST

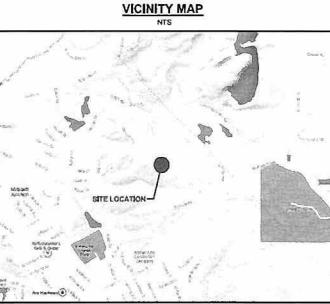
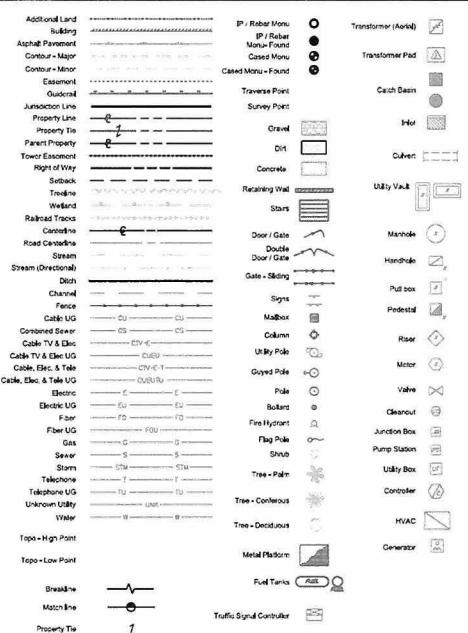
# AS-BUILT SURVEY

## 816945

### COLUMBIA

1363 BREMSEER RD  
COLUMBIA, IL 62236  
MONROE COUNTY

#### LEGEND



#### AREA SUMMARY

AREA	SO. FT.	ACRES
PARENT PARCEL		53±
TOWER COMPOUND	2,419	0.058
TOWER LEASE	2,500	0.057
ACCESS & UTILITY EASMENT "A"	2,548	0.058
ACCESS & UTILITY EASMENT "B"	33,579	0.771

#### CONTENTS

COVER SHEET
PROPERTY OVERVIEW
EASEMENT OVERVIEW
SITE OVERVIEW
SITE OVERVIEW DETAIL (INTERNAL USE)
LEGAL DESCRIPTIONS

#### SURVEY PROCEDURES & EQUIPMENT

The Accuracy Of This Survey Meets Or Exceeds The Minimum Standards As Required By Illinois.

Instrument Used:

Trimble S6 Rugged Total Station

Trimble S6 Rugged Total Station

**SURVEY PERFORMED FOR:**

**CROWN CASTLE**  
150 Corporate Drive  
Cincinatti, PA 15317

**SURVEY COORDINATED BY:**  
GSCLINE SURVEYING, INC.  
13430 NW 109 Terrace, Suite A, Aventura, FL 33165  
Tel: (305) 418-0400 | Fax: (305) 452-9766

**SURVEY PERFORMED BY:**  
MetCore Group, LLC  
4222 Meridian Park, Suite B, Lincoln, IL 60656  
Tel: (630) 444-0400 | Fax: (630) 444-0401

**DATE:** 10/21/2021 **TIME:** 08:45 AM **EDT:** 04:45 PM

**SURVEYOR'S CERTIFICATION:**  
I hereby certify to Crown Castle GT Company LLC, Crown Castle USA Inc., including its parent, its affiliates and its wholly-owned subsidiary, Republic National Title Insurance Company.

**SURVEYOR'S SIGNATURE:** *Jonathan D. Spinazzola*

**SURVEYOR'S SIGNATURE:** *Jonathan D. Spinazzola*

**JOSEPH THOMAS D. SPINAZZOLA, #035-3868  
PROFESSIONAL LAND SURVEYOR  
STATE OF ILLINOIS  
BOLINGBROOK, ILLINOIS**

**DATE:** 10/21/2021 **TIME:** 08:45 AM **EDT:** 04:45 PM

**ZONING:** "A1"

**FLOOD NOTE:** ZONE "X" FOR MAP NO 17050000052, EFF. ON 03-17-2003

**WARNING BASIS:**  
ASSUMED A LINE OF FRACTIONAL SECTION 10-T15-R10  
TO BE 390'000.00'.

**NOTES:**

1. SURVEY PERFORMED ON 10/21/2021.
2. DATA COLLECTED BY TOTAL STATION SURVEYING SYSTEM (NOTED WITH NAVNETS VERTICAL, DUTAL, DUTAL, DUTAL).
3. NO SUBSURFACE INVESTIGATION PERFORMED TO DETERMINE EXISTENCE OF DEEP SOIL, ROCK, OR HOLLOW AREAS UNNOTED AND NOT DETERMINED.
4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE LOCATED WITHIN THE SURVEYED AREA, UNLESS OTHERWISE NOTED.
5. NOT ALL FEATURES ARE DEPICTED ON A SURVEY SHEET.
6. THE SURVEYOR DEPICTED ON A SURVEY SHEET IS THE SURVEYOR OF RECORD.
7. THIS SURVEY IS NOT CONSIDERED TO BE CONFORMED TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SURVEY.

REV. DATE:	DESCRIPTION	DRWNS
-	-	-
-	-	-
-	-	-

**SITE INFORMATION:**

Name: COLUMBIA

BUN: 1363S15

Address: 1363 BREMSEER RD  
COLUMBIA, IL 62236

County: MONROE COUNTY

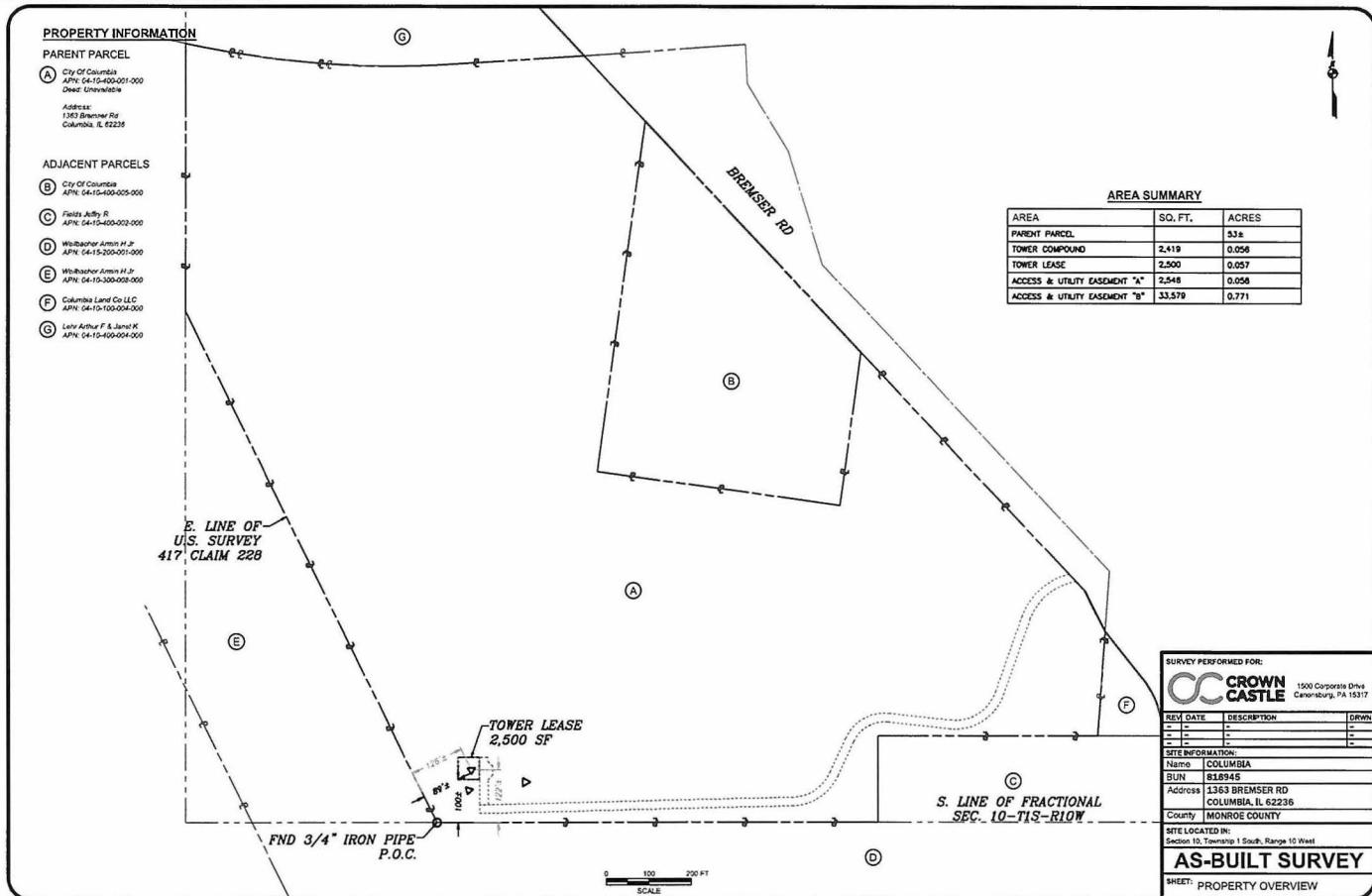
Site Located In:  
Section 10, Township 1 South, Range 10 West

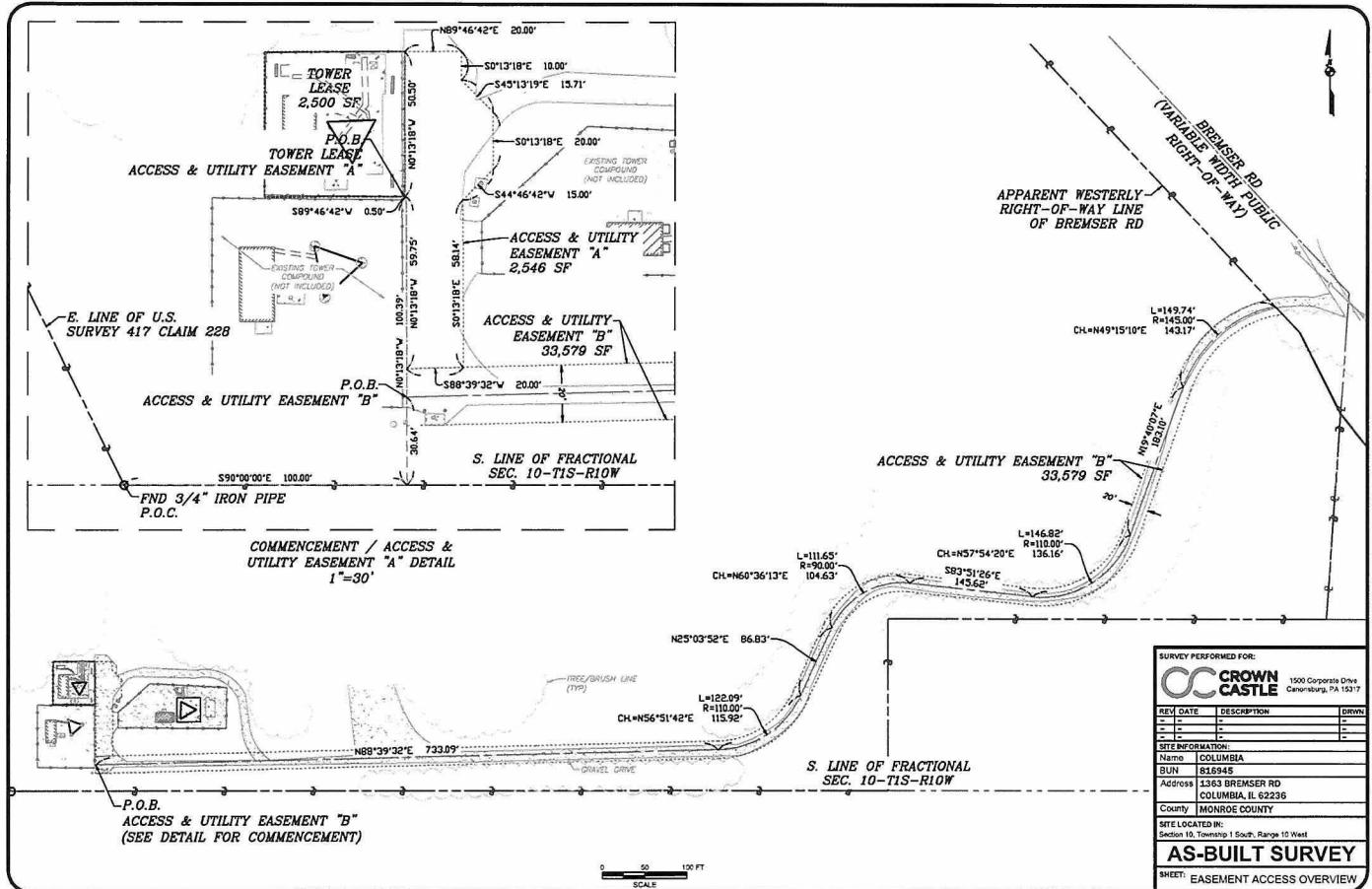
**AS-BUILT SURVEY**

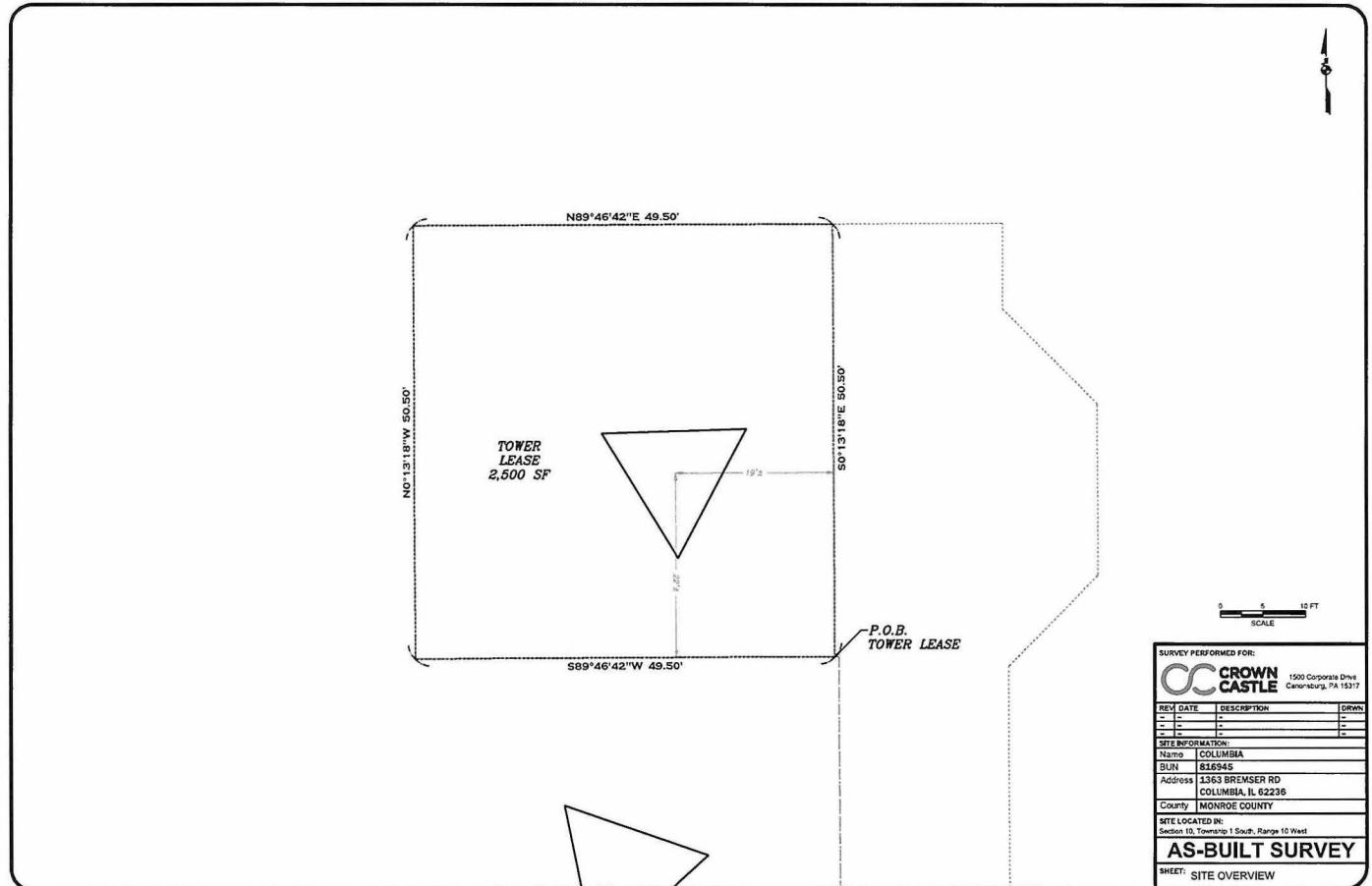
**SHEET:** COVER SHEET

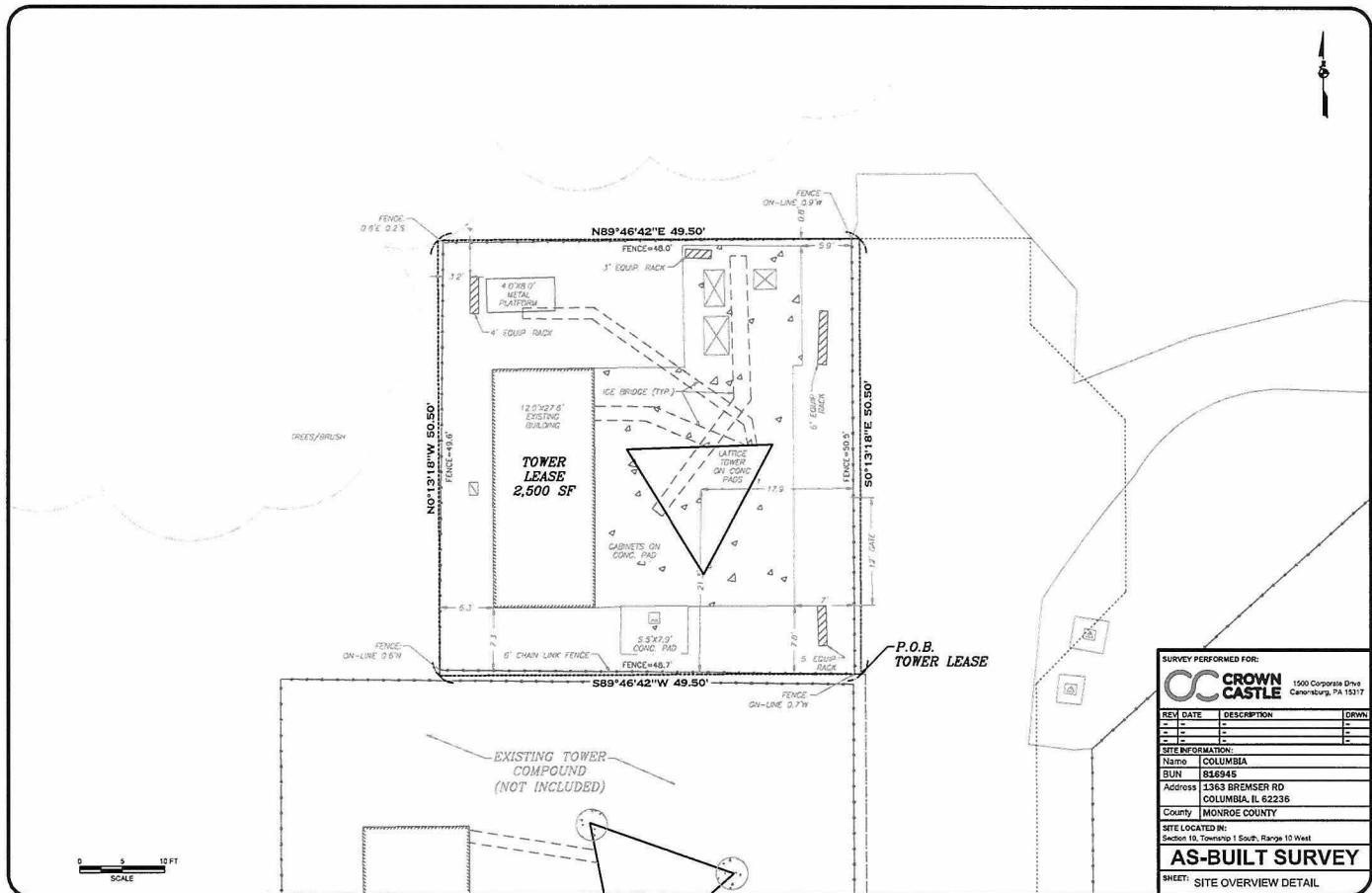
#### ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY









**TOWER LEASE**

(AS CREATED)

THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE NORTH 0°13'18" EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 10, 100.00 FEET; THENCE NORTH 0°13'18" WEST, 100.39 FEET; THENCE SOUTH 89°46'42" WEST, 0.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'42" WEST, 49.50 FEET; THENCE NORTH 0°13'18" WEST, 50.50 FEET; THENCE NORTH 89°46'42" EAST, 49.50 FEET; THENCE SOUTH 0°13'18" EAST, 50.50 FEET TO THE POINT OF BEGINNING. CONTAINING 2,500 SQUARE FEET (0.057 ACRES), MORE OR LESS.

**ACCESS & UTILITY EASEMENT "A"**

(AS CREATED)

THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE SOUTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 10, 100.00 FEET; THENCE NORTH 0°13'18" WEST, 100.39 FEET; THENCE SOUTH 89°46'42" WEST, 0.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°13'18" WEST, 50.50 FEET; THENCE NORTH 89°46'42" EAST, 20.00 FEET; THENCE SOUTH 0°13'18" EAST, 10.00 FEET; THENCE SOUTH 45°13'42" EAST, 15.71 FEET; THENCE NORTH 0°13'18" WEST, 11.28 FEET; THENCE SOUTH 89°46'42" WEST, 15.00 FEET; THENCE SOUTH 0°13'18" EAST, 58.14 FEET; THENCE SOUTH 88°39'32" WEST, 20.00 FEET; THENCE NORTH 0°13'18" WEST, 59.75 FEET; THENCE SOUTH 89°46'42" WEST, 0.50 FEET TO THE POINT OF BEGINNING. CONTAINING 2,546 SQUARE FEET (0.058 ACRES), MORE OR LESS.

**ACCESS & UTILITY EASEMENT "B"**

(AS CREATED)

A 20.00 FOOT WIDE ACCESS & UTILITY EASEMENT IN THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE SOUTH 0°07'00"00" EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 10, 100.00 FEET; THENCE NORTH 0°13'18" WEST, 30.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°39'32" EAST, 73.09 FEET; THENCE 122.09 FEET ALONG A 110.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT WITH A CHORD BEARING NORTH 56°51'42" EAST, 115.92 FEET; THENCE NORTH 25°07'18" EAST, 115.92 FEET; THENCE 145.82 FEET ALONG A 110.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 60°35'13" EAST, 145.63 FEET; THENCE SOUTH 83°51'26" EAST, 145.62 FEET; THENCE 145.82 FEET ALONG A 110.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT WITH A CHORD BEARING NORTH 57°54'20" EAST, 136.16 FEET; THENCE NORTH 19°40'07" EAST, 183.10 FEET; THENCE 149.74 FEET ALONG A 145.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 49°15'10" EAST, 143.17 FEET TO THE POINT OF TERMINATION ON THE APPARENT WESTERLY RIGHT-OF-WAY LINE OF BREMSE ROAD. CONTAINING 33,579 SQUARE FEET (0.771 ACRES), MORE OR LESS.

SURVEY PERFORMED FOR:				
CROWN CASTLE 1500 Corporate Drive Canonsburg, PA 15117				
REV'D DATE	DESCRIPTION	DRWNS		
-	-	-		
-	-	-		
-	-	-		
SITE INFORMATION:				
Name	COLUMBIA			
BUN	816945			
Address	1363 BREMSE RD COLUMBIA, IL 62236			
County	MONROE COUNTY			
SITE LOCATED IN:	Section 10, Township 1 South, Range 10 West			
<b>AS-BUILT SURVEY</b>				
SHEET: <b>LEGAL DESCRIPTIONS</b>				

**EXHIBIT B**

Legal Description of Leased Premises

**LEASED PROPERTY**

THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE SOUTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 10, 100.00 FEET; THENCE NORTH 0°13'18" WEST, 100.39 FEET; THENCE SOUTH 89°46'42" WEST, 0.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'42" WEST, 49.50 FEET; THENCE NORTH 0°13'18" WEST, 50.50 FEET; THENCE NORTH 89°46'42" EAST, 49.50 FEET; THENCE SOUTH 0°13'18" EAST, 50.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,500 SQUARE FEET (0.057 ACRES), MORE OR LESS.

**ACCESS & UTILITY AREA**

THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE SOUTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 10, 100.00 FEET; THENCE NORTH 0°13'18" WEST, 100.39 FEET; THENCE SOUTH 89°46'42" WEST, 0.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°13'18" WEST, 50.50 FEET; THENCE NORTH 89°46'42" EAST, 20.00 FEET; THENCE SOUTH 0°13'18" EAST, 10.00 FEET; THENCE SOUTH 45°13'19" EAST, 15.71 FEET; THENCE SOUTH 0°13'18" EAST, 20.00 FEET; THENCE SOUTH 44°46'42" WEST, 15.00 FEET; THENCE SOUTH 0°13'18" EAST, 58.14 FEET; THENCE SOUTH 88°39'32" WEST, 20.00 FEET; THENCE NORTH 0°13'18" WEST, 59.75 FEET; THENCE SOUTH 89°46'42" WEST, 0.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,546 SQUARE FEET (0.058 ACRES), MORE OR LESS.

**AND**

A 20.00 FOOT WIDE ACCESS & UTILITY EASEMENT IN THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL

MERIDIAN, MONROE COUNTY, ILLINOIS, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE SOUTH  $90^{\circ}00'00''$  EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 10, 100.00 FEET; THENCE NORTH  $0^{\circ}13'18''$  WEST, 30.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $88^{\circ}39'32''$  EAST, 733.09 FEET; THENCE 122.09 FEET ALONG A 110.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT WITH A CHORD BEARING NORTH  $56^{\circ}51'42''$  EAST, 115.92 FEET; THENCE NORTH  $25^{\circ}03'52''$  EAST, 86.83 FEET; THENCE 111.65 FEET ALONG A 90.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING NORTH  $60^{\circ}36'13''$  EAST, 104.63 FEET; THENCE SOUTH  $83^{\circ}51'26''$  EAST, 145.62 FEET; THENCE 146.82 FEET ALONG A 110.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT WITH A CHORD BEARING NORTH  $57^{\circ}54'20''$  EAST, 136.16 FEET; THENCE NORTH  $19^{\circ}40'07''$  EAST, 183.10 FEET; THENCE 149.74 FEET ALONG A 145.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING NORTH  $49^{\circ}15'10''$  EAST, 143.17 FEET TO THE POINT OF TERMINATION ON THE APPARENT WESTERLY RIGHT-OF-WAY LINE OF BREMSER ROAD.

CONTAINING 33,579 SQUARE FEET (0.771 ACRES), MORE OR LESS.

**EXHIBIT C**

Equipment and Facilities

The current Equipment and Facilities include (a) the communications tower, structural tower bases, buildings, and equipment cabinets; and (b) the communications equipment, radio transmitting and receiving antennas, and related equipment for the transmission and reception of communication signals.

Sprint Spectrum Realty Company, L.P. has six (6) panel antennas and all other equipment and materials identified in Attachment C-1 on the Leased Premises, all of which is part of the Equipment and Facilities.

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless has twelve (12) antennas and all other equipment and materials identified in Attachment C-2 on the Leased Premises, all of which is part of the Equipment and Facilities.



## Customer Approved: Nov 03 2014

Application ID: 269037

Revision # 2 Submitted: Oct 08 2014

Submitted By: Kia Michalekko

Original Submit Date: Oct 08 2014

Desired Install Date: N/A

Reason for Application: Adding additional equipment to existing config

JDE Job Number 310737

Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

**Company Information**MLA: Sprint Spectrum (w/Crown) 10/26/01  
MLA

Parent License #: 80026

Company: Sprint

Address: MAILSTOP: KSOPHT0101-Z2650 6391  
SPRINT PARKWAY

City/Town: OVERLAND PARK

State: KS Postal Code: 66251-2650

Customer Job Number: N/A

Customer Payment Reference: ST60XC501

Customer Site Name: ST60XC501  
Cascade #: ST60XC501**Site Information**Crown Castle COLUMBIA  
Site Name:Crown Castle 816945  
Site ID:Crown Castle St. Louis  
District:

Address: BLUFFSIDE RD. &amp; BREMSEY RD.

City/Town: COLUMBIA

State: IL Postal Code: 62236

County: Monroe

Latitude: 38° 27' 23.0" Longitude: -90° 11' 21.0"

Structure SELF Structure 180 ft  
Type: SUPPORT Height:**Legal Entity Information**

Operating Legal Entity: Sprint Spectrum Realty Company, L.P.

Primary Contact: Tim Loyet Phone: xx

E-mail: Timothy.Loyet@sprint.com Fax: xx

Address: xx

City/Town: xx State: xx Postal Code: xx

RF Contact: N/A Phone: N/A

E-mail: N/A

**Project Management Vendor**

Project Management Vendor: None

**Service Information**

Svc	Technology	EIRP (WATTS)	Std Frequency	Frequencies	
				Transmit	Receive
1	LTE	250.0		Start 862.0	Stop 869.0
				Start 1930.0	Stop 1965.0
				Start 1850.0	Stop 1885.0



2	LTE	1000.0			2496.0	2690.0	2496.0	2690.0
3	MW Link	59.76			11.0	11.0	11.0	11.0
4	MW Link	58.9			18.0	18.0	18.0	18.0

## Antenna Information

Pos.	Mount	Cust Mount Class / CAD	Line Mount	Leg or Face	Mfg. / Model	Transmit		Receive		Use	Orient	Status	
						Svc	Start	Stop	Start	Stop			
A	Sector Mount	180 FT	178.0 0	Leg A	TONGYU COMMUNICATION	1	862.0 1930.0	869.0 1965.0	817.0 1850.0	824.0 1885.0	TX/RX	Mid- Mount	Proposed
	Sector Mount				TYDA- 252718DER4-65P								
						2	2496.0	2690.0	2496.0	2690.0	TX/RX		
C	Sector Mount	180 FT	178.0 0	Leg A	RFS/CELWAVE APXV9ERR18-C	1	862.0 1930.0	869.0 1965.0	817.0 1850.0	824.0 1885.0	TX/RX	Mid- Mount	Installed
	Sector Mount				TYDA- 252718DER4-65P								
						2	2496.0	2690.0	2496.0	2690.0	TX/RX		
D	Sector Mount	180 FT	178.0 120	Leg B	TONGYU COMMUNICATION	1	862.0 1930.0	869.0 1965.0	817.0 1850.0	824.0 1885.0	TX/RX	Mid- Mount	Proposed
	Sector Mount				TYDA- 252718DER4-65P								
						2	2496.0	2690.0	2496.0	2690.0	TX/RX		
F	Sector Mount	180 FT	178.0 140	Leg B	RFS/CELWAVE APXV9ERR18-C	1	862.0 1930.0	869.0 1965.0	817.0 1850.0	824.0 1885.0	TX/RX	Mid- Mount	Installed
	Sector Mount				TYDA- 252718DER4-65P								
						2	2496.0	2690.0	2496.0	2690.0	TX/RX		
G	Sector Mount	180 FT	178.0 240	Leg C	TONGYU COMMUNICATION	1	862.0 1930.0	869.0 1965.0	817.0 1850.0	824.0 1885.0	TX/RX	Mid- Mount	Proposed
	Sector Mount				TYDA- 252718DER4-65P								
						2	2496.0	2690.0	2496.0	2690.0	TX/RX		
I	Sector Mount	180 FT	178.0 240	Leg C	RFS/CELWAVE APXV9ERR18-C	1	862.0 1930.0	869.0 1965.0	817.0 1850.0	824.0 1885.0	TX/RX	Mid- Mount	Installed
	Sector Mount				TYDA- 252718DER4-65P								
						2	2496.0	2690.0	2496.0	2690.0	TX/RX		
B	Sector Mount	182 FT	178.0 340	Leg A	ERICSSON ANT2 0.6 11 HPX (TR)	3	11.0	11.0	11.0	11.0	TX/RX	Mid- Mount	Proposed
	Sector Mount				TYDA- 252718DER4-65P								
						4	18.0	18.0	18.0	18.0	TX/RX		
H	Sector Mount	182 FT	178.0 207	Leg C	ERICSSON ANT2 0.6 18 HP (TR)	3	11.0	11.0	11.0	11.0	TX/RX	Mid- Mount	Installed
	Sector Mount				TYDA- 252718DER4-65P								
						4	18.0	18.0	18.0	18.0	TX/RX		



[SM  
405-1]

4 18.0 18.0 18.0 18.0 TX/RX

**Feedline Information**

Pos.	Customer Mount Class	Qty	Mfg.	Model	Length	Location	Ladder Type	Status
A	Sector Mount	1	Primary: NOKIA Secondary: N/A	FIBER ONLY CABLE 16	230.0	Face 2E	Feedline Ladder	Proposed
C	Sector Mount	1	Primary: RFS/CELWAVE Secondary: N/A	HB078-1-08U3-M3J	230.0	Face 2E	Feedline Ladder	Installed
D	Sector Mount		Primary: Secondary: N/A					
F	Sector Mount	1	Primary: RFS/CELWAVE Secondary: N/A	HB078-1-08U3-M3J	230.0	Face 2E	Feedline Ladder	Installed
G	Sector Mount		Primary: Secondary: N/A					
I	Sector Mount	1	Primary: RFS/CELWAVE Secondary: N/A	HB078-1-08U3-M3J	230.0	Face 2E	Feedline Ladder	Installed
B	Sector Mount	2	Primary: ERICSSON Secondary: N/A	NTM 203 98	232.0	Face 2E	Feedline Ladder	Proposed
H	Sector Mount	2	Primary: ANDREW Secondary: N/A	LDF2-50A	232.0	Face 2E	Feedline Ladder	Installed

**Optional Component Information**

Pos.	Customer Mount Class	Qty.	Mfg.	Tower Mounted Equipment		Type	Elevation	Status
				Model	Type			
A	Sector Mount	1	NOKIA	FZHJ-RRH	BASESTN	180.0 ft	Proposed	
		1	NOKIA	RADAR FILTER	BASESTN	180.0 ft	Proposed	
C	Sector Mount	1	ERICSSON	RRUS-11 800MHz	BASESTN	178.0 ft	Installed	
		3	ERICSSON	RRUS-11 1900MHz	BASESTN	178.0 ft	Installed	
		1	RFS/CELWAVE	IBC1900HG-1	COMBNR	178.0 ft	Installed	
		1	ERICSSON	800MHZ SMR FILTER	TMA	178.0 ft	Installed	
		3	RFS/CELWAVE	ACU-A20-N	TMS	178.0 ft	Installed	
D	Sector Mount	1	NOKIA	FZHJ-RRH	BASESTN	180.0 ft	Proposed	
F	Sector Mount	3	ERICSSON	RRUS-11 1900MHz	BASESTN	178.0 ft	Installed	
		1	ERICSSON	RRUS-11 800MHz	BASESTN	178.0 ft	Installed	
		1	RFS/CELWAVE	IBC1900HG-1	COMBNR	178.0 ft	Installed	
		1	ERICSSON	800MHZ SMR FILTER	TMA	178.0 ft	Installed	
		3	RFS/CELWAVE	ACU-A20-N	TMS	178.0 ft	Installed	
G	Sector Mount	1	NOKIA	FZHJ-RRH	BASESTN	180.0 ft	Proposed	
		1	NOKIA	RADAR FILTER	BASESTN	180.0 ft	Proposed	
I	Sector Mount	1	ERICSSON	RRUS-11 800MHz	BASESTN	178.0 ft	Installed	
		3	ERICSSON	RRUS-11 1900MHz	BASESTN	178.0 ft	Installed	
		1	RFS/CELWAVE	IBC1900HG-1	COMBNR	178.0 ft	Installed	
		1	ERICSSON	800MHZ SMR FILTER	TMA	178.0 ft	Installed	
		3	RFS/CELWAVE	ACU-A20-N	TMS	178.0 ft	Installed	
B	Sector Mount	1	ERICSSON	TN11/2X 194T/64X HP-3	BASESTN	178.0 ft	Proposed	
		1	ERICSSON	TN11/2X 225T/128X HP	BASESTN	182.0 ft	Proposed	
H	Sector Mount	1	ERICSSON	MLTN18	BASESTN	178.0 ft	Installed	

**Power Requirements**

VAC	Need Crown Power	Phase	Amps
N/A	No	N/A	0

**Lease, Pad, and Building Requirements****Building**

Building Id #:	N/A					
Building Type:	N/A					
	Length	Width	Height	SQ. Footage	Irregular SQ. Footage	Status
Lease	15ft 0in	25ft 0in	N/A N/A	375.0	N/A	INSTLLD
Pad	14ft 0in	14ft 6in	N/A N/A	203.0	N/A	INSTLLD
Building	N/A N/A	N/A N/A	N/A N/A	N/A	N/A	N/A

**Other Pad Requirements**  
No cabinets, dishes or other pads exist for this application

**Number of Existing Cabinets:** 0  
**Number of Proposed Cabinets:** 0

**Generator Requirements**  
No generators exist for this application

Battery Requirements			Is Battery Backup Required?
Type	Qty.	Mfg.	Model
N/A	0	N/A	N/A
N/A	0	N/A	N/A

**Scope of Work/Additional Information**

**Scope of Work:**  
N/A

\*\*Indicates where Cut Sheet data has been entered.

**NOTICE:** Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETCS 65. AM detuning, when required, will be performed to 47 CFR 22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).

**Appendix A - Antenna, Feedline, TME Specifications**

**Antenna Specifications**

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
3	RFS/CELWAVE	APXV9ERR18-C	PANEL	72.0 IN	11.8 IN	7.95 IN	62.0 LBS	0.0
1	ERICSSON	ANT2 0.6 18 HP (TR)	MICROWAVE DISH	26.1 IN	26.1 IN	9.5 IN	24.7 LBS	0.0
1	ERICSSON	ANT2 0.6 11 HPX (TR)	MICROWAVE DISH	26.1 IN	26.1 IN	10.0 IN	33.5 LBS	0.0
3	TONGYU COMMUNICATION	TYDA-252718DER4-65P	PANEL	63.8 IN	13.0 IN	5.9 IN	54.0 LBS	0.0

**Feedline Specifications**

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
3	RFS/CELWAVE	HB078-1-08U3-M3J	7/8"	1.09 IN
2	ANDREW	LDF2-50A	3/8"	0.44 IN
2	ERICSSON	NTM 203 98	3/8	0.3937 IN
1	NOKIA	FIBER ONLY CABLE 16	5/8"	0.644 IN

**Tower Mounted Equipment Specifications**

Quantity	Manufacturer	Model	Type	Dimensions			Frequency		Sail Area	
				Height	Width	Depth	Weight	Low		
3	ERICSSON	RRUS-11	BASE STATION	17.0	17.8	9.2 IN	54.0	0.0 MHZ	0.0 MHZ	0.0 FT2



			800MHz 1900MHz		IN	IN		LBS				
9	ERICSSON	RRUS-11	BASE STATION	17.0 IN	17.8 IN	7.2 IN	44.0 LBS	0.0 MHZ MHZ	0.0 MHZ MHZ	0.0 FT2 FT2		
3	RFS/CELWAVE	IBC1900HG-1	COMBINER	8.7 IN	16.3 IN	2.6 IN	22.0 LBS	1850.0 MHZ	1986.25 MHZ	0.0 FT2 FT2		
3	ERICSSON	800MHZ SMR FILTER	AMPLIFIER	8.81 IN	8.85 IN	2.97 IN	8.818 LBS	800.0 MHZ	800.0 MHZ	0.0 FT2 FT2		
9	RFS/CELWAVE	ACU-A20-N	TOWER MOUNT SWITCH	4.0 IN	2.0 IN	3.5 IN	1.04 LBS	0.0 MHZ MHZ	0.0 MHZ MHZ	0.0 FT2 FT2		
1	ERICSSON	MLTN18	BASE STATION	12.5 IN	10.25 IN	3.75 IN	8.8 LBS	18000.0 MHZ	18000.0 MHZ	0.0 FT2 FT2		
1	ERICSSON	TN11/2X 194T/64X HP-3	BASE STATION	12.5 IN	10.25 IN	3.75 IN	10.6 LBS	6000.0 MHZ	38000.0 MHZ	0.0 FT2 FT2		
1	ERICSSON	TN11/2X 225T/128X HP	BASE STATION	16.2 IN	12.8 IN	5.7 IN	15.0 LBS	6000.0 MHZ	8000.0 MHZ	0.0 FT2 FT2		
3	NOKIA	FZHJ-RRH	BASE STATION	8.7 IN	17.4 IN	14.0 IN	55.2 LBS	2496.0 MHZ	2690.0 MHZ	0.0 FT2 FT2		
2	NOKIA	RADAR FILTER	BASE STATION	10.8 IN	11.9 IN	2.9 IN	17.4 LBS	2704.0 MHZ	2996.0 MHZ	0.0 FT2 FT2		



## Customer Approved: Feb 28 2017

Application ID: 366524

Revision # 11 Submitted: Jan 12 2017

**Submitted By:** Frances Cross  
**Original Submit Date:** Oct 31 2016 **Desired Install Date:** N/A  
**Reason for Application:** Adding additional equipment to existing config **JDE Job Number** 404504

**Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.**

Company Information		Site Information	
<b>MLA:</b>	GTE Wireless (w/CCGT) 1/31/00 GLA	<b>Crown Castle</b>	COLUMBIA
<b>Parent License #:</b>	51795	<b>Site Name:</b>	
<b>Company:</b>	Verizon Wireless	<b>Crown Castle</b>	816945
<b>Address:</b>	180 WASHINGTON VALLEY ROAD	<b>Site ID:</b>	
<b>City/Town:</b>	BEDMINSTER	<b>Crown Castle</b>	St. Louis
<b>State:</b>	NJ	<b>Address:</b>	1363 BREMSE RD.
<b>Customer Job Number:</b>	N/A	<b>City/Town:</b>	COLUMBIA
<b>Customer Payment Reference:</b>	NG30341	<b>State:</b>	IL
<b>Customer Site Name:</b>	STLC Columbia	<b>Postal Code:</b>	62236
<b>Customer Site Number :</b>	NG30341	<b>County:</b>	Monroe
		<b>Latitude:</b>	38° 27' 23.0" <b>Longitude:</b> -90° 11' 21.0"
		<b>Structure Type:</b>	SELF SUPPORT <b>Structure Height:</b> 180 ft

### Legal Entity Information

**Operating Legal Entity:** Verizon Wireless (VAW) LLC

<b>Primary Contact:</b>	Tony Elmore	<b>Phone:</b> x
<b>E-mail:</b>	tony.elmore@crowncastle.com	<b>Fax:</b> N/A
<b>Address:</b>	x	
<b>City/Town:</b>	xx	<b>State:</b> x <b>Postal Code:</b> x
<b>RF Contact:</b>	N/A	<b>Phone:</b> N/A
<b>E-mail:</b>	N/A	

### Project Management Vendor

**Project Management Vendor:** None

### Service Information

<b>Svc</b>	<b>Technology</b>	<b>EIRP (WATTS)</b>	<b>Std Frequency</b>	<b>Frequencies</b>		<b>Receive</b>	
				<b>Transmit</b>	<b>Start</b>	<b>Stop</b>	<b>Start</b>



1	CDMA	500.0			824.0	835.0	869.0	880.0	MHZ
2	LTE	500.0			845.0	846.5	890.0	891.5	MHZ
3	LTE	500.0			1890.0	1895.0	1970.0	1975.0	MHZ
4	LTE	500.0			1720.0	1740.0	2120.0	2140.0	MHZ
5	MW Link	11.0			746.0	757.0	776.0	787.0	MHZ
					11.0	11.0	11.0	11.0	MHZ

Antenna Information

Pos.	Mount	Cust Mount	Class / CAD	Line	Mount	Leg or Face	Mfg. / Model	Transmit		Receive		Use	Orient	Status
								Svc	Start	Stop	Start			
A	Pipe Mount	Pipe Mount [PM 601-1]	105 FT	105.0	260	Leg C	RADIOWAVES SP4-5.2	1	N/A	N/A	N/A	N/A	N/A	Mid-Mount Installed
A	Platform Mount	Platform Mount [LP 404-C]	142 FT	142.0	0	Leg A	COMMSCOPE LNX-6515DS- VTM	1	824.0	835.0	869.0	880.0	TX/RX	Mid-Mount Proposed
B	Platform Mount	Platform Mount [LP 404-C]	142 FT	142.0	0	Leg A	COMMSCOPE VV-65B-R1B	2	1890.0	1895.0	1970.0	1975.0	TX/RX	Mid-Mount Proposed
C	Platform Mount	Platform Mount [LP 404-C]	142 FT	142.0	0	Leg A	COMMSCOPE VV-65B-R1B	3	1720.0	1740.0	2120.0	2140.0	TX/RX	Mid-Mount Proposed
D	Platform Mount	Platform Mount [LP 404-C]	142 FT	142.0	120	Leg A	AMPHENOL HTXC6318R000G	4	746.0	757.0	776.0	787.0	TX/RX	Mid-Mount Installed
E	Platform Mount	Platform Mount [LP 404-C]	142 FT	142.0	120	Leg B	COMMSCOPE LNX-6515DS- VTM	1	824.0	835.0	869.0	880.0	TX/RX	Mid-Mount Proposed
F	Platform Mount	Platform Mount [LP 404-C]	142 FT	142.0	120	Leg A	COMMSCOPE VV-65B-R1B	2	1890.0	1895.0	1970.0	1975.0	TX/RX	Mid-Mount Proposed
G	Platform Mount	Platform Mount [LP 404-C]	142 FT	142.0	120	Leg B	COMMSCOPE VV-65B-R1B	3	1720.0	1740.0	2120.0	2140.0	TX/RX	Mid-Mount Proposed
H	Platform Mount	Platform Mount [LP 404-C]	142 FT	142.0	120	Leg A	AMPHENOL HTXC6318R000G	4	746.0	757.0	776.0	787.0	TX/RX	Mid-Mount Installed



	Platform Mount [LP 404-C]												
I	Platform Mount Platform Mount [LP 404-C]	142	142.0 240 FT	Leg C	COMMSCOPE LNX-6515DS- VTM	1	824.0 845.0	835.0 846.5	869.0 890.0	880.0 891.5	TX/RXMid- Mount	Proposed	
J	Platform Mount Platform Mount [LP 404-C]	142	142.0 240 FT	Leg B	COMMSCOPE VV-65B-R1B	2	1890.0	1895.0	1970.0	1975.0	TX/RXMid- Mount	Proposed	
K	Platform Mount Platform Mount [LP 404-C]	142	142.0 240 FT	Leg B	COMMSCOPE VV-65B-R1B	3	1720.0	1740.0	2120.0	2140.0	TX/RXMid- Mount	Proposed	
L	Platform Mount Platform Mount [LP 404-C]	142	142.0 240 FT	Leg B	AMPHENOL HTXC6318R000G	4	746.0	757.0	776.0	787.0	TX/RXMid- Mount	Installed	
A	NONE NONE [CO 301-1]	147	147.0 300 FT	Leg C	RAYCAP TME-RRFDC- 3315-PF-48	1	N/A	N/A	N/A	N/A	Mid- Mount	Installed	
A	Pipe Mount Pipe Mount [PM 601-1]	165	165.0 188 FT	Leg B	RFS/CELWAVE SCX3-W100AC	5	11.0	11.0	11.0	11.0	TX/RXMid- Mount	Installed	

#### Feedline Information

Pos.	Customer Mount	Class	Qty	Mfg.	Model	Length	Location	Ladder	Type	Status
A	Pipe Mount		1	Primary: ANDREW Secondary: N/A	LDF4.5-50	155.0	Face 3H	Feedline Ladder	Installed	
A	Platform Mount			Primary: Secondary: N/A						
B	Platform Mount		1	Primary: RFS/CELWAVE HB114-U6S12-xxx-LI Secondary: N/A	192.0	Face 3H	Feedline Ladder	Proposed		
C	Platform Mount			Primary: Secondary: N/A						
D	Platform Mount		2	Primary: ANDREW Secondary: N/A	LDF7-50A	192.0	Face 3H	Feedline Ladder	Installed	
E	Platform Mount			Primary: Secondary: N/A						
F	Platform Mount			Primary: Secondary: N/A						
G	Platform Mount			Primary: Secondary: N/A						



H	Platform Mount	2 Primary: ANDREW Secondary: N/A	LDF7-50A	192.0	Face 3H Feedline Ladder Installed
I	Platform Mount	Primary: Secondary: N/A			
J	Platform Mount	Primary: Secondary: N/A			
K	Platform Mount	Primary: Secondary: N/A			
L	Platform Mount	2 Primary: ANDREW Secondary: N/A	LDF7-50A	192.0	Face 3H Feedline Ladder Installed
A	NONE	1 Primary: RFS/CELWAVE HB158-1-13U6-S6F18 Secondary: N/A	197.0	Face 3H Feedline Ladder Installed	
A	Pipe Mount	1 Primary: RFS/CELWAVE E105 Secondary: N/A	215.0	Face 3H Feedline Ladder Installed	

**Optional Component Information**

Pos.	Customer Mount Class	Qty.	Tower Mounted Equipment				Status
			Mfg.	Model	Type	Elevation	
A	Pipe Mount	N/A	N/A	N/A	N/A	N/A	N/A
A	Platform Mount	1	ERICSSON	RRUS 32 B2	BASESTN	142.0 ft	Proposed
		1	RFS/CELWAVE	DB-B1-6C-12AB-0Z	BASESTN	142.0 ft	Proposed
B	Platform Mount	1	ERICSSON	RRUS 32 B66	BASESTN	142.0 ft	Proposed
		1	COMMSCOPE	CBC78-DF-2X	DIPLXR	142.0 ft	Proposed
C	Platform Mount	N/A	N/A	N/A	N/A	N/A	N/A
D	Platform Mount	1	ERICSSON	RRUS B13 W/A2 (CMB)	BASESTN	142.0 ft	Proposed
E	Platform Mount	1	ERICSSON	RRUS 32 B2	BASESTN	142.0 ft	Proposed
F	Platform Mount	N/A	N/A	N/A	N/A	N/A	N/A
G	Platform Mount	1	ERICSSON	RRUS 32 B66	BASESTN	142.0 ft	Proposed
		1	COMMSCOPE	CBC78-DF-2X	DIPLXR	142.0 ft	Proposed
H	Platform Mount	1	ERICSSON	RRUS B13 W/A2 (CMB)	BASESTN	142.0 ft	Proposed
I	Platform Mount	1	ERICSSON	RRUS 32 B2	BASESTN	142.0 ft	Proposed
J	Platform Mount	1	ERICSSON	RRUS 32 B66	BASESTN	142.0 ft	Proposed
		1	COMMSCOPE	CBC78-DF-2X	DIPLXR	142.0 ft	Proposed
K	Platform Mount	N/A	N/A	N/A	N/A	N/A	N/A
L	Platform Mount	1	RFS/CELWAVE	DB-B1-6C-12AB-0Z	BASESTN	142.0 ft	Proposed
		1	ERICSSON	RRUS B13 W/A2 (CMB)	BASESTN	142.0 ft	Proposed
A	NONE	N/A	N/A	N/A	N/A	N/A	N/A
A	Pipe Mount	N/A	N/A	N/A	N/A	N/A	N/A

**Power Requirements**

VAC	Need Crown Power	Phase	Amps
N/A	No	N/A	0

**Lease, Pad, and Building Requirements**

**Building**



<b>Building Id #:</b>	N/A					
<b>Building Type:</b>	N/A					
	<b>Length</b>	<b>Width</b>	<b>SQ. Footage</b>	<b>Irregular SQ. Footage</b>	<b>Status</b>	
Lease	N/A N/A	N/A N/A	N/A	N/A	N/A	N/A
Pad	N/A N/A	N/A N/A	N/A	N/A	N/A	N/A
Building	11ft 0in	28ft 0in	308.0	N/A	INSTLLD	
<b>Other Pad Requirements</b>						
No cabinets, dishes or other pads exist for this application						
<b>Number of Existing Cabinets:</b>	0					
<b>Number of Proposed Cabinets:</b>	0					
<b>Generator Requirements</b>						
<b>Diesel Generator</b>						
<b>Generator Status:</b>	<b>Location:</b>	<b>Manufacturer:</b>	<b>Model:</b>	<b>Generator Size (KW):</b>	<b>Tank Size (GAL):</b>	<b>Crown or Customer Generator:</b>
INSTLLD	INADDAR	UNKNOWN	UNKNOWN 60	120	CUSTOMER	
				<b>Length</b>	<b>Width</b>	<b>SQ. Footage</b>
Lease				6ft 0in	10ft 0in	60.0
Pad				6ft 0in	10ft 0in	60.0
<b>Battery Requirements</b>						
<b>Type</b>	<b>Qty.</b>	<b>Mfg.</b>			<b>Model</b>	
N/A	0	N/A			N/A	
N/A	0	N/A			N/A	
<b>Is Battery Backup Required? No</b>						

**Scope of Work/Additional Information**

**Scope of Work:**  
 final Config: 12 antenna; 2 OVP; 6 coax; 2 hybrid; 9 rrh's ; 3 diplexors

**\*\*Indicates where Cut Sheet data has been entered.**

**NOTICE:** Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).

**Appendix A - Antenna, Feedline, TME Specifications**

**Antenna Specifications**

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
1	RFS/CELWAVE	SCX3-W100AC	MICROWAVE DISH	39.5 IN	39.5 IN	15.0 IN	40.0 LBS	0.0
1	RAYCAP	TME-RRFDC-3315-PF-48	RRU	25.66 IN	17.34 IN	10.25 IN	21.4 LBS	0.0
3	AMPHENOL	HTXC6318R000G	PANEL	102.0 IN	12.0 IN	7.6 IN	39.7 LBS	0.0
6	COMMSCOPE	VV-65B-R1B	PANEL	70.3 IN	12.0 IN	4.6 IN	29.5 LBS	0.0
3	COMMSCOPE	LNX-6515DS-VTM	PANEL	96.4 IN	11.9 IN	7.1 IN	50.3 LBS	0.0
1	RADIOWAVES	SP4-5.2	MICROWAVE DISH	50.5 IN	50.5 IN	22.5 IN	60.0 LBS	12.57 FT2

**Feedline Specifications**

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
1	RFS/CELWAVE	E105	ELLIPTICAL	1.3 IN



1	RFS/CELWAVE	HB158-1-13U6-S6F18	1-5/8	1.98 IN
6	ANDREW	LDF7-50A	1-5/8	1.98 IN
1	RFS/CELWAVE	HB114-U6S12-xxx-LI	1-1/4	1.54 IN
1	ANDREW	LDF4.5-50	5/8	0.865 IN

**Tower Mounted Equipment Specifications**

Quantity	Manufacturer	Model	Type	Dimensions			Frequency		Sail Area
				Height	Width	Depth	Weight	Low	
3	ERICSSON	RRUS B13 W/A2 (CMB)	BASE STATION	19.7 IN	17.0 IN	10.5 IN	74.0 LBS	10.0 MHZ	10.0 MHZ N/A
3	ERICSSON	RRUS 32 B66	BASE STATION	27.2 IN	12.1 IN	7.0 IN	53.0 LBS	1780.0 MHZ	2180.0 MHZ N/A
3	COMMSCOPE	CBC78-DF-2X	DIPLEXER	7.9 IN	5.9 IN	5.7 IN	13.9 LBS	698.0 MHZ	787.0 MHZ 0.0 FT2
3	ERICSSON	RRUS 32 B2	BASE STATION	27.2 IN	12.05 IN	7.0 IN	52.9 LBS	1710.0 MHZ	2690.0 MHZ N/A
2	RFS/CELWAVE	DB-B1-6C-12AB-0Z	BASE STATION	28.93 IN	15.73 IN	10.31 IN	32.0 LBS	0.0 MHZ	0.0 MHZ 0.0 FT2



DocuSign Envelope ID: 187EC902-0560-4A6F-ACD5-32ABE7EDB6BC

Verizon Wireless Site Name: STLC Columbia  
Verizon Wireless Site ID: NG30341

Crown Site Name: COLUMBIA  
Crown Business Unit: 816945  
License Number: 51795  
Amendment Number: 556530

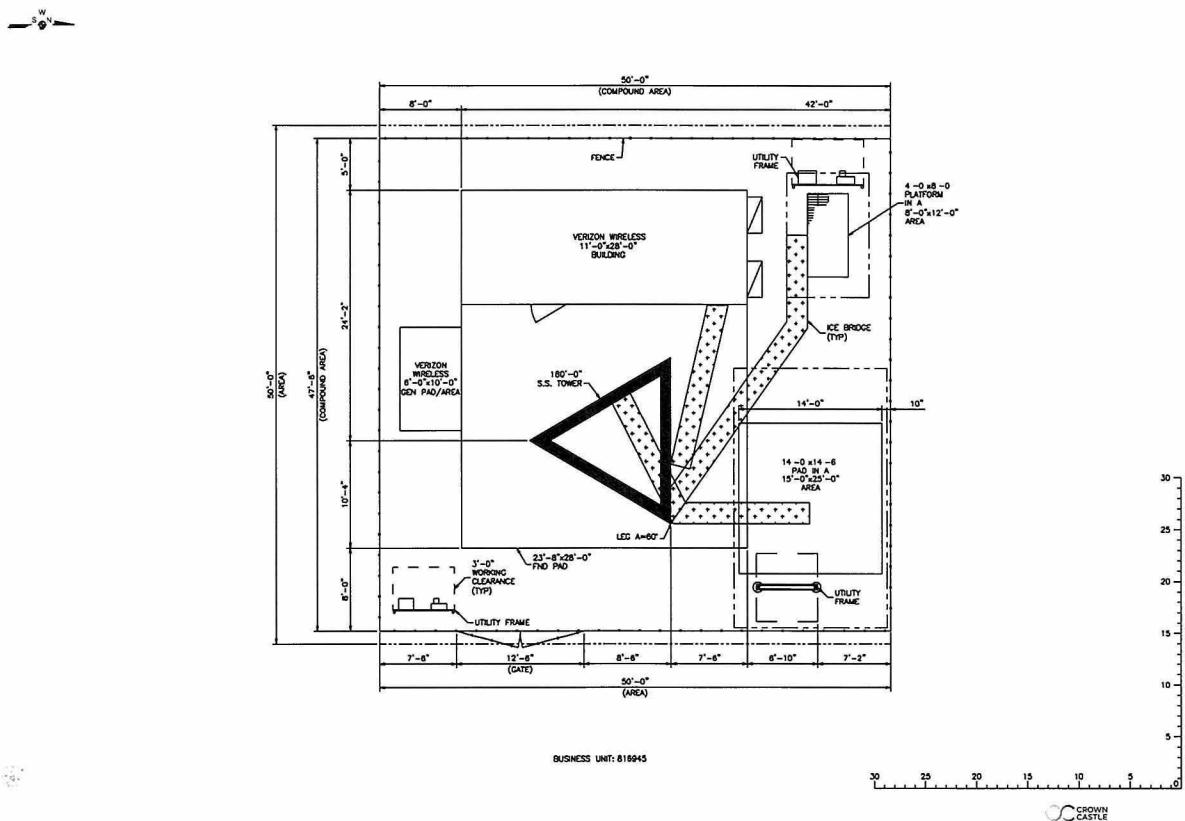
**ATTACHMENT B**

**Site Plan**

(See attached CAD-Generated Site Plan)

TT: A 853550 West  
Prepared by: R. Halas  
Prepared on: April 11, 2017  
Revised on:  
Master Exhibit Version: 07/01/09, (2/7/11)  
Verizon One Size Fits All Amendment

LRF Rev #: 3  
App Rev #: 11



DocuSign Envelope ID: 187EC902-0560-4A6F-ACD5-32ABE7EDB6BC

Verizon Wireless Site Name: STLC Columbia  
Verizon Wireless Site ID: NG30341

Crown Site Name: COLUMBIA  
Crown Business Unit: 816945  
License Number: 51795  
Amendment Number: 556530

**ATTACHMENT C**

**Level Drawing**

(See attached CAD-generated Level Drawing)

TT: A 853550 West  
Prepared by: R. Halas  
Prepared on: April 11, 2017  
Revised on:  
Master Exhibit Version: 07/01/09, (2/7/11)  
Verizon One Size Fits All Amendment

LRF Rev #: 3  
App Rev #: 11



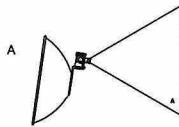
 BUSINESS UNIT: 818945 TOWER 102A LEVEL: 142	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">ORDN</th> <th rowspan="2">CUSTOMER</th> <th rowspan="2">C</th> <th rowspan="2">STATUS</th> <th rowspan="2">MFG</th> <th rowspan="2">MODEL</th> <th rowspan="2">AZ</th> <th rowspan="2">TECH</th> <th colspan="2">ANTENNA</th> <th rowspan="2">FEEDLINE</th> <th rowspan="2">TWE</th> <th rowspan="2">MFG</th> <th rowspan="2">MODEL</th> </tr> <tr> <th>TYPE</th> <th>QTY</th> <th>SIZE</th> <th>QTY</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>VERON WIRELESS</td> <td>142</td> <td>PROPOSED</td> <td>COMMSCOPE</td> <td>WF-454-105-VTR</td> <td>0</td> <td>CMA</td> <td>0</td> <td>1</td> <td>SPUR</td> <td>COMMSCOPE</td> <td>WF-454-105-VTR</td> <td>WF-454-105-VTR</td> </tr> <tr> <td>B</td> <td>VERON WIRELESS</td> <td>142</td> <td>PROPOSED</td> <td>COMMSCOPE</td> <td>WF-454-418</td> <td>0</td> <td>LX</td> <td>1</td> <td>1-5/8</td> <td>SPUR</td> <td>COMMSCOPE</td> <td>WF-454-418</td> <td>WF-454-418</td> </tr> <tr> <td>C</td> <td>VERON WIRELESS</td> <td>142</td> <td>PROPOSED</td> <td>COMMSCOPE</td> <td>WF-454-418</td> <td>0</td> <td>LX</td> <td>0</td> <td>0</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>D</td> <td>VERON WIRELESS</td> <td>142</td> <td>PROPOSED</td> <td>AVHORN</td> <td>HD4318000C</td> <td>120</td> <td>LX</td> <td>2</td> <td>1-5/8</td> <td>SPUR</td> <td>COMMSCOPE</td> <td>WF-454-418</td> <td>WF-454-418</td> </tr> <tr> <td>E</td> <td>VERON WIRELESS</td> <td>142</td> <td>PROPOSED</td> <td>COMMSCOPE</td> <td>WF-454-105-VTR</td> <td>120</td> <td>CMA</td> <td>0</td> <td>1</td> <td>SPUR</td> <td>COMMSCOPE</td> <td>WF-454-105-VTR</td> <td>WF-454-105-VTR</td> </tr> <tr> <td>F</td> <td>VERON WIRELESS</td> <td>142</td> <td>PROPOSED</td> <td>COMMSCOPE</td> <td>WF-454-418</td> <td>120</td> <td>LX</td> <td>0</td> <td>0</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>G</td> <td>VERON WIRELESS</td> <td>142</td> <td>PROPOSED</td> <td>COMMSCOPE</td> <td>WF-454-418</td> <td>120</td> <td>LX</td> <td>0</td> <td>1</td> <td>SPUR</td> <td>COMMSCOPE</td> <td>WF-454-418</td> <td>WF-454-418</td> </tr> <tr> <td>H</td> <td>VERON WIRELESS</td> <td>142</td> <td>PROPOSED</td> <td>AVHORN</td> <td>HD4318000C</td> <td>120</td> <td>LX</td> <td>2</td> <td>1-5/8</td> <td>SPUR</td> <td>COMMSCOPE</td> <td>WF-454-418</td> <td>WF-454-418</td> </tr> <tr> <td>I</td> <td>VERON WIRELESS</td> <td>142</td> <td>PROPOSED</td> <td>COMMSCOPE</td> <td>WF-454-105-VTR</td> <td>240</td> <td>CMA</td> <td>0</td> <td>1</td> <td>SPUR</td> <td>COMMSCOPE</td> <td>WF-454-105-VTR</td> <td>WF-454-105-VTR</td> </tr> <tr> <td>J</td> <td>VERON WIRELESS</td> <td>142</td> <td>PROPOSED</td> <td>COMMSCOPE</td> <td>WF-454-418</td> <td>240</td> <td>LX</td> <td>0</td> <td>1</td> <td>SPUR</td> <td>COMMSCOPE</td> <td>WF-454-418</td> <td>WF-454-418</td> </tr> <tr> <td>K</td> <td>VERON WIRELESS</td> <td>142</td> <td>PROPOSED</td> <td>COMMSCOPE</td> <td>WF-454-418</td> <td>240</td> <td>LX</td> <td>0</td> <td>0</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>L</td> <td>VERON WIRELESS</td> <td>142</td> <td>PROPOSED</td> <td>AVHORN</td> <td>HD4318000C</td> <td>240</td> <td>LX</td> <td>2</td> <td>1-5/8</td> <td>SPUR</td> <td>COMMSCOPE</td> <td>WF-454-105-VTR</td> <td>WF-454-105-VTR</td> </tr> </tbody> </table>	ORDN	CUSTOMER	C	STATUS	MFG	MODEL	AZ	TECH	ANTENNA		FEEDLINE	TWE	MFG	MODEL	TYPE	QTY	SIZE	QTY	A	VERON WIRELESS	142	PROPOSED	COMMSCOPE	WF-454-105-VTR	0	CMA	0	1	SPUR	COMMSCOPE	WF-454-105-VTR	WF-454-105-VTR	B	VERON WIRELESS	142	PROPOSED	COMMSCOPE	WF-454-418	0	LX	1	1-5/8	SPUR	COMMSCOPE	WF-454-418	WF-454-418	C	VERON WIRELESS	142	PROPOSED	COMMSCOPE	WF-454-418	0	LX	0	0					D	VERON WIRELESS	142	PROPOSED	AVHORN	HD4318000C	120	LX	2	1-5/8	SPUR	COMMSCOPE	WF-454-418	WF-454-418	E	VERON WIRELESS	142	PROPOSED	COMMSCOPE	WF-454-105-VTR	120	CMA	0	1	SPUR	COMMSCOPE	WF-454-105-VTR	WF-454-105-VTR	F	VERON WIRELESS	142	PROPOSED	COMMSCOPE	WF-454-418	120	LX	0	0					G	VERON WIRELESS	142	PROPOSED	COMMSCOPE	WF-454-418	120	LX	0	1	SPUR	COMMSCOPE	WF-454-418	WF-454-418	H	VERON WIRELESS	142	PROPOSED	AVHORN	HD4318000C	120	LX	2	1-5/8	SPUR	COMMSCOPE	WF-454-418	WF-454-418	I	VERON WIRELESS	142	PROPOSED	COMMSCOPE	WF-454-105-VTR	240	CMA	0	1	SPUR	COMMSCOPE	WF-454-105-VTR	WF-454-105-VTR	J	VERON WIRELESS	142	PROPOSED	COMMSCOPE	WF-454-418	240	LX	0	1	SPUR	COMMSCOPE	WF-454-418	WF-454-418	K	VERON WIRELESS	142	PROPOSED	COMMSCOPE	WF-454-418	240	LX	0	0					L	VERON WIRELESS	142	PROPOSED	AVHORN	HD4318000C	240	LX	2	1-5/8	SPUR	COMMSCOPE	WF-454-105-VTR	WF-454-105-VTR	CROWN CASTLE  CROWN REGION ADDRESS USA  SPACE RESERVED FOR PERIODICALS
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K	VERON WIRELESS	142	PROPOSED	COMMSCOPE	WF-454-418	240	LX	0	0																																																																																																																																																																																			
L	VERON WIRELESS	142	PROPOSED	AVHORN	HD4318000C	240	LX	2	1-5/8	SPUR	COMMSCOPE	WF-454-105-VTR	WF-454-105-VTR																																																																																																																																																																															
DRAWING NUMBER: 818945-142 DRAWING DATE: 1/17/2017  SHEET NUMBER: SHEET NAME: COLUMBIA BUSINESS UNIT NAME: 818945 SITE ADDRESS: 101 W. WASHINGTON COLUMBIA, SC 29204 MONROE COUNTY 101  SHEET TITLE: 142 FT PROPOSED LEVEL  SHEET NUMBER: A1-X																																																																																																																																																																																												

CROWN CASTLE



ORDN#	CUSTOMER	%	STATUS	MFG	ANTENNA	FEEDLINE	TIME	TYPE	MFG	MODL
A	VERIZON WIRELESS	165	INSTALLED	RFI/CLINIC	SC2-PRBSC	165	WF Unit	1	EDS	8

W N



BUSINESS UNIT: 818945 TOWER ID: A LEVEL: 165

LEVEL DRAWING

PLOT DATE: 1/17/2017 FILE NAME: 818945\_A\_165\_Proposed (PM 601-1)

REVISIONS

NO DATE DESCRIPTION

1/17/2017 DRAWING DATE: 1/17/2017

SITE NUMBER:  
REF. NAME:  
SITE NAME:  
CITY/STATE:  
BUSINESS UNIT NUMBER:  
R#1645  
SITE ADDRESS:

700 JAMALYN RD  
COLD SPRINGS, MD 21629  
MONROE COUNTY  
MD

SHEET TITLE:  
165 FT PROPOSED LEVEL

SHEET NUMBER:  
A1-X

**CROWN CASTLE**  
CROWN REGION ADDRESS  
USA

SPACE RESERVED FOR PROFESSIONAL SEAL

**EXHIBIT D**

Description of Road

**THE ROAD**

A 20.00 FOOT WIDE ACCESS & UTILITY EASEMENT IN THAT PART OF FRACTIONAL SECTION 10, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF U.S. SURVEY 417, CLAIM 228 WITH THE SOUTH LINE OF SAID FRACTIONAL SECTION 10; THENCE SOUTH  $90^{\circ}00'00''$  EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 10, 100.00 FEET; THENCE NORTH  $0^{\circ}13'18''$  WEST, 30.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $88^{\circ}39'32''$  EAST, 733.09 FEET; THENCE 122.09 FEET ALONG A 110.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT WITH A CHORD BEARING NORTH  $56^{\circ}51'42''$  EAST, 115.92 FEET; THENCE NORTH  $25^{\circ}03'52''$  EAST, 86.83 FEET; THENCE 111.65 FEET ALONG A 90.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING NORTH  $60^{\circ}36'13''$  EAST, 104.63 FEET; THENCE SOUTH  $83^{\circ}51'26''$  EAST, 145.62 FEET; THENCE 146.82 FEET ALONG A 110.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT WITH A CHORD BEARING NORTH  $57^{\circ}54'20''$  EAST, 136.16 FEET; THENCE NORTH  $19^{\circ}40'07''$  EAST, 183.10 FEET; THENCE 149.74 FEET ALONG A 145.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING NORTH  $49^{\circ}15'10''$  EAST, 143.17 FEET TO THE POINT OF TERMINATION ON THE APPARENT WESTERLY RIGHT-OF-WAY LINE OF BREMSER ROAD.

CONTAINING 33,579 SQUARE FEET (0.771 ACRES), MORE OR LESS.

**EXHIBIT E**Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, pertaining to the protection of human health and/or the environment including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, the Clean Air Act, 42 U.S.C. §§7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§1251, *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§2601, *et seq.*, the Oil Pollution Control Act, 33 U.S.C. §§2701, *et seq.*, and applicable Illinois state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state or local land use laws dealing with environmental sensitivity, including but not limited to laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitat, or historical or archeological significance.

As used in this Lease, "Hazardous Substance" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their byproducts.

**EXHIBIT F – CURRENT BROADBAND TENANTS**

1. Sprint Spectrum Realty Company, L.P.
2. Verizon Wireless (VAW) LLC d/b/a Verizon Wireless



6191 N State Highway 161, Suite  
200  
Irving, TX 75038

Email:  
[Charlotte.Banks.Contractor@crowncastle.com](mailto:Charlotte.Banks.Contractor@crowncastle.com)  
[www.crowncastle.com](http://www.crowncastle.com)

October 15, 2021

CITY OF COLUMBIA - IL  
PO BOX 467  
C/O CITY TREASURER  
COLUMBIA, IL 62236

Re: BU 839813 / "COLUMBIA" / 1253 BREMSER ROAD, COLUMBIA, IL 62236 ("Site")  
PROPOSED COMMUNICATIONS SITE LEASE AGREEMENT between the City of Columbia ("Landlord")  
and NCWPCS MPL 24-Year Sites Tower Holdings LLC by and through its attorney-in-fact CCATT LLC  
("Lessee"), ("Lease")  
Consent for sublease

Dear CITY OF COLUMBIA, IL,

I am reaching out to you on behalf of Lessee in order to obtain your consent as may be required by the Lease.

In order to better serve the public and minimize the number of towers in the area where this property is located, Lessee intends to sublease a portion of the Site to DISH Wireless L.L.C. ("Dish"). The sublease will include installation of new equipment within the Lease area; however, it will not alter the character or use of the Site nor will it change the nature of the occupancy of the Site. As used in this letter, the term "sublease" may include any arrangement by which a third party can install and operate its equipment at the Site as permitted under the Lease.

Under the Lease (pending final approval from the Landlord), Landlord's consent cannot be unreasonably withheld, conditioned or delayed. Further, under Section 19(d), Lessee will pay Landlord additional rent in the amount of \$1200/month for the installation of Dish beginning on the first day of the first month following the commencement date of the Dish license. Although, under Lease Section 19, if Landlord does not provide a response to Tenant within 30 days from the submission of the written request for consent, said consent shall be deemed granted, Lessee requests that the Landlord approve this request for consent simultaneously with its approval of the Lease as this will permit the most prompt commencement of the Dish license and, in turn, the most prompt payment of the increased rent to the Landlord. Lessee will provide the required business summary report after your consent is received. Because Dish will not sign a license agreement without confirmation of Landlord's consent, Lessee will not have a fully executed license agreement prior to receiving such consent.

Thus, assuming, as anticipated by the relevant parties, that the Lease will be approved on or about November 15, 2021, Lessee requests that Landlord provide its consent on that date as well. Such consent may be provided by signing below and returning to Lessee through your counsel or directly to our counsel at [rvictoria@grsm.com](mailto:rvictoria@grsm.com). This

CITY OF COLUMBIA - IL

October 15, 2021

Page 2

will enable Lessee to promptly execute the license agreement, facilitate additional rent payments to the Landlord, and enable the installation of Dish's equipment as permitted under the Lease.

If you have any questions concerning this request, please have your legal counsel work directly with our counsel (Richard T. Victoria – [rvictoria@grsm.com](mailto:rvictoria@grsm.com) – 4122-316-2926) as they have been in regular communication regarding the Lease and related matters.

Sincerely,

Agreed and accepted March 4, 2022

(Date)

Charlotte Banks

Charlotte Banks

Real Estate Specialist



(Lessor's signature)

Bob Hill Mayor

(Lessor's name and title)

cc: *Via email only:*

David Streubel, Esq. (Dave@municipalfirm.com)

Margaret Eveker, Esq. (Maggie@municipalfirm.com)