INTERGOVERNMENTAL ANTENNA AND EQUIPMENT SPACE AGREEMENT

This Intergovernmental Antenna and Equipment Space Agreement (the "Agreement") is made and entered into this 17th day of March, 2025 by and between the COUNTY OF DUPAGE, DuPage County, Illinois (the "Lessor") and the **VILLAGE OF ADDISON**, DuPage County, Illinois (the "Lessee") pursuant to their powers of intergovernmental cooperation under statute (5 ILCS 220/1 et seq.) and the Illinois constitution (Ill. const. Article VII Section 10).

W I T N E S S E T H:

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Premises. Lessor hereby leases to the Lessee a portion of that certain space (the "Tower Space") on the Lessor's Wheaton Tower, hereinafter collectively referred to as the "Tower", located at 120 N. County Farm Road, together with the non-exclusive right with prior notice to the Lessor for ingress and egress (the "Right-of-Way"), seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of the antennas and equipment in accordance with Section 14 of the Agreement. The Tower Space and the Right-of-Way are hereafter jointly referred to as the "Premises".

2. Right of Lessee to erect public safety communications antennas.

The Lessee shall have the right to erect and maintain public safety communications antennas on the Tower Space, together with appurtenant cables and receivers. The public safety communications shall be operated by the Addison

Consolidated Dispatch Center (ACDC) for the benefit of the Lessee and other units of local government with which ACDC has a contractual agreement for the delivery of 9-1-1 services. Included in this Lease shall be space for equipment in the communications building adjoining the Tower, which building is depicted in Exhibit 1. Lessor shall at all times, at its sole cost and expense, properly repair, maintain and keep the communications building adjoining the Tower in good, working condition. The Lessee will be provided specific space in the Communication Building to house their equipment. Lessee shall not use the tower or communications building adjoining the Towers for any purpose other than what is authorized herein or for storage of materials (whether authorized or not), or any other use, that may interfere with either Lessor's or other Lessees' use of the Towers. A list of Lessee's Equipment is attached hereto and made a part hereof as Exhibit 2 and said list shall be updated, as appropriate, when new or replacement Equipment is installed by the Lessee on the Premises. Lessee will ensure that any new equipment does not exceed the power or space allocation assigned to Lessee under the terms of this Agreement. Any new or replacement equipment installed by the Lessee on the Premises shall be installed in the same location as the equipment it is replacing unless first approved by the Lessor in writing, which approval shall not be unreasonably withheld. The updated list shall not be treated as a lease amendment.

A. Lessee shall at all times fully and promptly comply with all applicable rules and regulations of the Federal Aviation Administration and the Federal Communications Commission.

B. Such antennas shall be erected and maintained at the sole expense of the Lessee and at its sole risk. Lessee shall pay for any and all damage to persons as well as property that may be caused by the erection or maintenance of such antennas and shall save and hold the Lessor harmless from, and shall indemnify Lessor for, any and all loss or damage by reason of such erection or maintenance as discussed in Section 16 A, below. The location of proposed antenna is depicted in Exhibit 3.

C. Maintenance shall be considered to include any technical upgrade or improvement of the antennas and appurtenant systems during the course of this Lease provided that such upgrade does not interfere with the Lessor rights to the quiet and peaceful enjoyment of the Premises. All equipment replacements or additions should be identified to Lessor prior to installation. Any replacements and additions that add additional size or weight which may affect the structural safety of the towers shall be subject to Lessor approval of plan, structural analysis, and permits at Lessee's expense.

D. Lessor shall make available to the Lessee the minimal electrical service necessary to operate the radio equipment.

3. Term.

The Premises are leased for a term to commence on April 9th, 2025 and to end April 9th, 2030, or such earlier time and date as this Lease may be

terminated as provided below, except that, if any such date falls on a Sunday or a holiday, then this Lease shall end on the next business day following the above mentioned date.

This Agreement will be automatically renewed for an additional sixty (60) month period at the end of any Agreement period unless either party notifies the other in writing of their intent to not renew at least one hundred eighty (180) days in advance of the termination date of the Agreement. This Agreement may be renewed for four (4) additional five-year (5) year terms.

4. Rent. The total annual rent shall be $0.00.

5. Use and Occupancy. Lessee shall use and occupy the Premises for no purpose other than that described herein. Lessee's use is specifically limited to the operation of public safety communications antennas for the provision of emergency response communication and, at no point, shall Lessee operate any other equipment and shall not otherwise profit from its use of the Premises beyond charging its member agencies, with whom Lessee has a contractual relationship, the usual and customary fees for the provision therefor.

6. Care and Repair of Premises. Lessee shall commit no act of waste and shall take good care of the towers' locations, fixtures, and appurtenances on it, and shall, in the use and occupancy of the tower locations, conform to all laws, orders, and regulations of the Federal, State, and Municipal governments or any of their departments. Lessee shall make all repairs to the Premises made necessary by misuse or neglect by the Lessee, the Lessee's agents, servants, or licensees. Upon termination

of this Lease, the public safety antennas and all of its appurtenances shall be removed by the Lessee in a careful and prudent manner so as not to damage the Premises; such removal shall occur within 30 days from the date of termination, weather permitting. The public safety antennas and its appurtenances shall remain the property of the Lessee despite the fact that they are affixed to the towers.

7. Lessee's Personal Property. Lessor acknowledges and agrees that all personal property, equipment, apparatus, fittings, fixtures and trade fixtures installed or stored on the Premises by Lessee constitute personal property, not real property, and shall continue to be the personal and exclusive property of Lessee, including, without limitation, all communication equipment, antennas, switches, cables, wiring and associated equipment or personal property placed upon the Premises by the Lessee (collectively, "Lessee's Equipment"). Lessee's Equipment shall remain at all times the personal property of Lessee, and neither Lessor nor any person claiming by through or under Lessor shall have any right, title or interest (including without limitation, a security interest) in Lessee's Equipment. Lessee or Lessee's successors shall have the right to remove Lessee's Equipment at any time during the term of this Lease or its earlier termination. Lessee may not store unused equipment on the Premises.

8. Interference.

A. During the term of this Agreement, Lessee shall not interfere with the Lessor's equipment, cabling or antenna located on the Premises. Lessee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Lessor, as long as the existing radio frequency user(s) operate

and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Lessee further warrants that it will operate, keep and maintain the equipment and antenna at all times in compliance with applicable governmental approvals and requirements to prevent material interference with other authorized radio frequency users of the Property. Lessee further agrees to cooperate with the other authorized users of the Property to identify and eliminate interference problems, and Lessee agrees to cooperate with Lessor and such other tenant(s) and/or licensee(s) to resolve any disputes over radio frequency interference.

B. During the term of this Agreement, or subsequent Renewal Terms, Lessor shall not interfere with the Lessee's equipment, cabling or antenna located on the Premises, including the Tower.

C. Lessor shall not use, nor shall Lessor permit any other Lessee to use any portion of the Premises in any way which materially interferes with the operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Lessor shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purpose of testing. In the event any such interference does not cease promptly, Lessee shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Agreement. Lessee shall cooperate with

Lessor and with any other users of the Tower to accommodate lawful activities in and about the Premises and to prevent or eliminate such unnecessary interference.

D. Lessee shall not use any portion of the Premises in any way which materially interferes with the operations of Lessor or any other Lessee. Such interference shall be deemed a material breach by Lessee, and Lessee shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Lessee shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purpose of testing. In the event any such interference does not cease promptly, Lessor shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Agreement. Lessee shall cooperate with Lessor and with any other users of the Tower to accommodate lawful activities in and about the Premises and to prevent or eliminate such unnecessary interference.

E. Notwithstanding anything to the contrary in this paragraph, Lessor shall have the right, upon prior written notice to Lessee, to engage in maintenance, repair and replacement operations related to the Tower and the Premises. In the event that such activities may or will cause ongoing material interference with Lessee's operations, Lessee shall have the right, until the completion of Lessor's work, to install a temporary public safety communications facility on the Premises.

9 Prohibition of Assignment. Lessee shall not, without first obtaining the written consent of the Lessor, assign in whole or in part, or sublet or any part of the towers' locations to another without first obtaining the written consent of the Lessor.

10 Other Grounds for Termination. The Lessee may terminate the lease upon ninety (90) days written notice to the Lessor under certain conditions described in this paragraph. Lessor may terminate this Lease upon damage or destruction of the premises during the Lease term. Should the property be destroyed during the Lease term, and should the Lessor elect to reconstruct a similar improvement on the property, Lessee shall have the right to erect public safety antennas as described herein on the new improvement.

11. Effect of Failure to Insist on Strict Compliance with Conditions. The failure of either party to insist on strict performance of any covenant or condition of this Agreement, or to exercise any option contained herein, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally. Any and all amendments to this Lease shall be made in writing and agreed to by both parties.

12. Mechanics Lien. Lessee shall within thirty (30) days after notice from the Lessor discharge any mechanics liens from materials or labor claimed to have been furnished to the premises on the Lessee's behalf.

13. Notices. Any notice, demand or communication which Lessor or Lessee shall desire or be required to give pursuant to the provisions of this Lease shall be in writing, sent by registered or certified mail; and the giving of any such notices

shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, or upon receipt if personally delivered or sent by next-business day delivery via a nationally recognized overnight courier addressed to the party intended to be given such notice at its address set forth in this Section or to such other address as such party may have designated by notice similarly given.

If to the Lessee:

Village of Addison
1 Friendship Plaza
Addison, Illinois 60101
Attention: Village Manager

With a copy to:

David J. Freeman
Robbins Schwartz
550 Warrenville Road
Suite 460
Lisle, Illinois 60532

If to the Lessor:

DuPage County
421 County Farm Road
Wheaton, Illinois 60187

Attention: 9-1-1 System Manager /ETSB

with a copy to: Mark Thomas / Facilities

14. Lessee's Right to Inspection, Repair, and Maintenance. Lessee, or the Lessee's agents, may enter the premises at any reasonable time, upon adequate notice to the Lessor (except that no notice need to be given in the case of an emergency) for the purpose of inspection or the making of repairs, replacements, or additions to

Lessee's equipment and public safety antennas. Lessor shall provide Lessee a physical means to access the Premises, however, Lessee must notify Lessor of its intent to access the Premises, as discussed above in Section 13, or, if an emergency, through the following procedure in Exhibit 1.

15. Peaceful Enjoyment. Lessee covenants that it shall maintain and conduct the activities associated with the erection and maintenance of the public safety antennas so as not to interfere with the rights of the Lessor to the peaceable and quiet enjoyment of the premises.

16. Indemnification; Insurance.

A. Lessee agrees to indemnify, defend and hold Lessor 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 attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Lessee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors. The DuPage County State's Attorney

is the exclusive legal representative of the County and Lessor. Nothing contained herein shall be construed as prohibiting the DuPage County State's Attorney's Office from defending the County, Lessor, its officials, directors, officers, agents and employees or from defending through the selection and use of its own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought

against them. Neither the provision of insurance or indemnification shall be deemed a waiver of Lessor's or Lessee's (including their respective elected officials, officers, employees, attorneys, consultants, agents, or volunteers) defenses under the Illinois Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1-101 *et seq.*).

B. Lessee, at its own cost and expense, will maintain commercial general liability insurance with limits of $3,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction of property. Lessee agrees to name Lessor, its officers, agents and employees as additional Insureds. Lessee shall require that all contractors and subcontractors of Lessee maintain the same insurance with the same limits as required of the Lessee under this Agreement again with the Lessor, its officers, agents and employees being named as additional Insureds.

17. Binding Effect on Successors and Assigns. The provisions of this Lease shall apply to, bind, and inure to the benefit of the Lessor and Lessee, their respective successors, legal representatives, and assigns. It is understood that the term "Lessor" as used in this Lease means the owner, or a mortgagee in possession, so that in the event of any sale or transfer of title in the property the undersigned Lessor shall be freed and relieved of all covenants and obligations accruing under this Agreement. It shall be deemed without further agreement that any purchaser or successor in title to the current Lessor assumes the obligations and agrees to carry out any of all covenants and obligations of the Lessor under this Agreement.

IN WITNESS THEREOF, the parties have caused this Intergovernmental Agreement to be approved and executed as of the date first above written.

VILLAGE OF ADDISON,
an Illinois Municipal Corporation

Mayor

ATTEST:

Village Clerk

COUNTY OF DU PAGE

By:_____
Deb Conroy, Chair

EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY

By: _____
Greg, Schwarze, Chair

ATTEST:

_____
Jean Kaczmarek, County Clerk

EXHIBITS

1. DuPage County Tower Access Procedures
2. Descriptions of Improvements
   a. Site Plan including location of communications building to be used by Lessee
   b. Spreadsheet showing equipment and locations
   c. Location of proposed 800 MHz antenna

DUPAGE COUNTY

EXHIBIT 1: DuPage County Tower Access
Building 138

Effective: March 12, 2025

- Lessee shall contact DuPage County Security for access to the tower / structure.
- Lessee shall coordinate with ETSB in advance of all alterations and or installations at site.
- All third party maintenance vendors of Lessee must register with Lessor for Tower Access or be accompanied by Lessee.

Normal Maintenance during normal business hours (0800-1630 Monday-Friday)
Contact: DuPage County Security
630.407.5262

Lessee shall contact the County as far in advance as practical.

If the Lessee needs to have a monthly maintenance schedule, the Lessee may work with County Security to coordinate such a schedule. Changes or cancellations should be made with as much advance notice as possible.

Lessee will notify County Security when the work has been completed and they are leaving the property.

Emergency Maintenance & After hours (1630-0800; Saturday & Sunday, Holidays)
Contact: DuPage County Security
630.407.5262

Emergency Event: Lessee shall contact the County Security to advise of the emergency maintenance event and provide an estimated time of arrival (ETA). If security is not at the tower when Lessee arrives, Lessee will contact County Security when they arrive.

Lessee will notify County Security when the work has been completed and they are leaving the property.

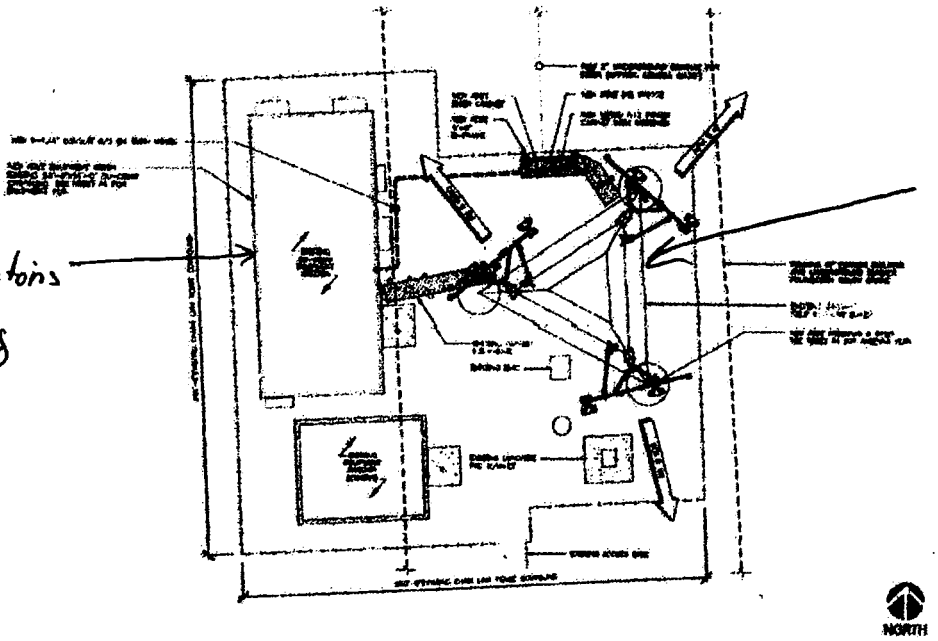
After Hours: Lessee shall contact the County Security to arrange for after hours maintenance event. The day of the after hours maintenance event Lessee shall contact County Security and provide an estimated time of arrival (ETA). If security is not at the tower when Lessee arrives, Lessee will contact County Security when they arrive.

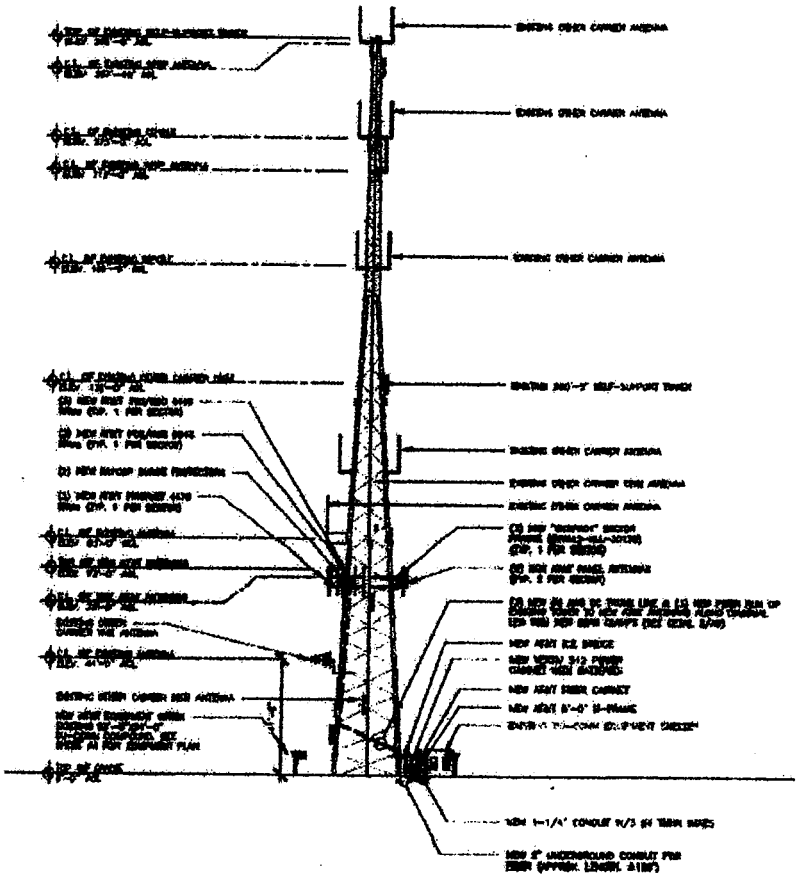
Lessee will notify County Security when the work has been completed and they are leaving the property.

ACDC Equipment Located at Wheaton Tower

Description	Manufacturer	Model	Location	Status
INTERIOR EQUIPMENT				
IP Mux	Harris	Netxpress	Shelter	Existing
Network Switch	Xtreme		Shelter	Existing
UPS			Shelter	Existing
Microwave Power Unit	Cambrium		Shelter	Existing
GPS Reference Oscillator	Spectracom		Shelter	To be installed ASAP
800 MHz Transmitter/Receiver	Tait	TB 9400	Shelter	To be installed ASAP
Duplexer	EMR		Shelter	To be installed ASAP
Receive Multicoupler	EMR		Shelter	To be installed ASAP
TOWER EQUIPMENT				
3' Microwave Dish	Commscope	18 GHz- PTP820S ODU	Tower 180' North Leg	Existing
800 MHz Antenna	DB Spectra	806-869M Omni Fiberglass	Tower 180' SW	To be installed ASAP
GPS Antennas	Spectracom	GPS Antenna	Tower Ice Bridge	To be installed ASAP

EXHIBIT 1





Proposed 800 MHz antenna at approx. 180'