

This instrument was prepared by:

Dan Rothermel
City of Urbana
Public Works Department
706 S. Glover Avenue
Urbana, IL 61802

Mail recorded document to:

Public Works Director
City of Urbana
706 S. Glover Avenue
Urbana, Illinois 61802

City of Urbana - Champaign County, IL

RIGHT-OF-WAY LICENSE AGREEMENT

New Cingular Wireless PCS, LLC
(d/b/a: AT&T Mobility Corporation)
1025 Lenox Park Boulevard NE
Atlanta, GA 30319

2021R04086
REC ON: 02/25/2021 09:02:01 AM
CHAMPAIGN COUNTY
MIKE INGRAM
REC FEE: 51.00
RHSPS Fee:
STATE TAX:
COUNTY TAX:
PLAT ACT:
PAGES 31

RESOLUTION NO. 2019-11-044R

**A RESOLUTION AUTHORIZING SMALL CELL LICENSE
AGREEMENT WITH AT&T**

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the General Assembly enacted the Small Wireless Facilities Deployment Act in 2018 (50 ILCS 840/1 *et seq.*) and the same became effective January 1, 2019; and

WHEREAS, the City has been involved in extensive contract negotiations with Cingular Wireless PCS, LLC (“AT&T”) regarding AT&T’s placement of small wireless facilities technology on City-owned light and other poles in various locations in the City and use of City right-of-way for equipment to operate such small wireless facilities; and

WHEREAS, the City and AT&T have mutually agreed to certain terms and conditions pursuant to which AT&T may install its small wireless facilities on City infrastructure and in City right-of-way, a copy of which is appended hereto and incorporated herein as an exhibit; and

WHEREAS, the City Council deems the available of small wireless facility technology benefits the public in a number of ways including making cellular access more available to citizens and businesses in and visitors to the City benefits the general public in their use and access to cellular and WiFi service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1. The City Council shall and does hereby approve the License Agreement in substantially the form of the exhibit appended to and incorporated into this Resolution.

Section 2. The Mayor shall be and hereby is authorized to execute the License Agreement in substantially the form of the exhibit appended to and incorporated into this Resolution.

PASSED BY THE CITY COUNCIL this 18th day of November, 2019.

AYES: Brown, Hazen, Hursey, Jakobsson, Miller

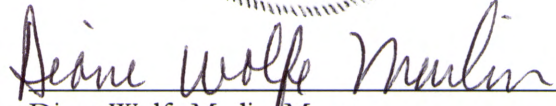
NAYS:

ABSTENTIONS:

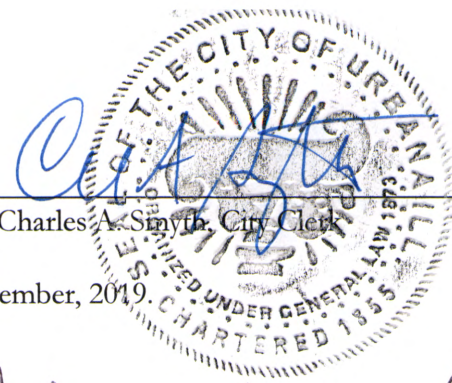


Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 19th day of November, 2019.



Diane Wolfe Marlin, Mayor



**LICENSE AGREEMENT FOR FACILITIES ON STRUCTURES IN PUBLIC RIGHT-
OF-WAY
BETWEEN NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T MOBILITY
AND THE CITY OF URBANA, ILLINOIS**

This License Agreement For Facilities On Structures In Public Right-Of-Way (hereinafter referred to as the "Agreement") is entered into by and between Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter referred to as "Licensee") and the City of Urbana, Illinois (hereinafter referred to as "City") (hereinafter, collectively, referred to as "Parties" and, singularly and generically, as "Party").

WHEREAS, the City is a home rule unit of local government pursuant to the Illinois Constitution of 1970 and the Illinois Municipal Code (ILCS Const. Art. 7, § 6; 65 ILCS 5/1-1-9) which owns, operates and maintains certain public rights-of-way; and

WHEREAS, Licensee is authorized to do business in the State of Illinois and seeks to install, operate and maintain facilities for personal wireless telecommunications services (hereinafter referred to as a "System"), on existing utility poles, alternative antenna structures, and City-owned infrastructure in conformance with Urbana City Code Chapter 20 governing public rights-of-way and other public places; and

WHEREAS, the City is willing, pursuant to a licensing arrangement, to allow Licensee to install, operate and maintain Licensee's System on existing utility poles, alternative antenna structures, and City-owned infrastructure in conformance with Urbana City Code (cited, "UCC") Chapter 20 governing public rights-of-way and other public places.

NOW for good, valuable and mutual consideration which each Party hereto acknowledges as having in hand received and for the exchange of the mutual terms, conditions and covenants contained in this Agreement, the Parties agree as follows:

Resolution No 2019-11-044R

Section 1. Grant of License; Location. The Licensee is hereby given license upon the terms and conditions set forth in this Agreement to install, operate and maintain its System in conformance with Urbana City Code Chapter 20 on existing utility poles, alternative antenna structures, and City-owned infrastructure located in the public right-of-way as specified in the Location Map and Permits, Plans & Specifications attached hereto as **Exhibit A**.

Public right-of-way means any street, sidewalk, alley, parking, other land or waterway, dedicated or commonly used for pedestrian, bicycle or vehicular traffic or other public purposes, including utility easements, in which the City has the right and authority to authorize, regulate or permit the location of facilities other than those of the City. "Right-of-way" or "rights-of-way" shall not include any real or personal City property that is not specifically described herein and shall not include City buildings, fixtures, or other structures or improvements, regardless of whether or not they are situated in the right-of-way. "Right-of-way" includes easements dedicated to the City or to the public for any public purpose or where use for utilities is a permitted use (UCC Sec. 20-200).

The rights granted to the Licensee by the City are and shall be at all times subordinate to and shall not conflict with the City's use of the public right-of-way.

Section 2. Term of Agreement. Subject to the conditions herein stated, the above-described uses of the public way shall exist by authority herein granted for a period of ten (10) years from and after the first date this Agreement is fully executed by the parties.

No use, however extended, under this Agreement shall create or vest in Licensee any ownership or other property rights in existing utility poles, alternative antenna structures, and City-owned infrastructure located now or in the future in the public right-of-way or the public right-of-way itself.

Section 3. Location; Compliance with Ordinances. The specific location of the System and its component equipment shall be as shown in the Location Map and Permits, Plans & Specifications attached hereto as **Exhibit A**, which shall be submitted by the Licensee to the City Engineer with the application prior to issuance of a license and shall comply with UCC Sec. 20-500 *et seq*

The System, in its entirety, shall be installed, maintained and used in accordance with the ordinances of the City of Urbana, and the directions from time to time given by the City Engineer. The Licensee shall be subject to all ordinances of general applicability of the City and such other laws and regulations of governmental bodies with regulatory authority over the Licensee or the public right-of-way. Licensee shall install, maintain and use the System and all components thereof in accordance with all applicable regulatory codes.

Section 4. Payments. The application for a license agreement to site the System or a component thereof in the public right-of-way shall be accompanied by payment of a non-refundable application fee as set forth in Section 15(e) of the Small Wireless Facilities Deployment Act, 50 ILCS 840/1 *et seq.*(as now or hereafter amended, the “SWFD Act”).

- a) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee. In addition, for each location for City-owned structure to which the System or component thereof is attached as authorized in the license, an annual fee in accordance with Section 15(i)(3) of the SWFD Act shall be paid by Licensee to the City. Licensee agrees to make annual payments to the City, which shall be drafted and made payable to the “City of Urbana” and shall be sent to the City’s Finance Department, 400 S. Vine Street, Urbana, IL 61801, or such other location specified in writing by the City. Payments shall be made in advance on or before January 30th of

each year. A prorated payment for the first year shall be due within sixty (60) days of signing this Agreement. Interest of one percent (1%) per month of the total amount due and unpaid will apply to any unpaid amount that remains unpaid forty-five (45) days following receipt of written notice from the City.

If the SWFD Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the City's code provisions or regulations in effect at the end of the then current term. In the event that the City, following repeal of the SWFD pursuant to Section 90 thereof or through some other manner of repeal, elects to increase the annual fee rate provided in Section 4(a) of this Agreement, the City shall give Licensee at least sixty (60) days written notice of any such annual rate increase and in the case the City elects to increase the aforesaid annual rate, Licensee shall have ninety (90) days in which to accept or reject such rate increase. In the event that Licensee rejects such rate increase, Licensee shall remove all of its small wireless facilities as provided in Section 8(c) of this Agreement. Nothing herein shall be deemed as prohibiting the Parties from negotiating a mutually acceptable annual fee in the event the SWFD Act is repealed as provided in Section 90 therein. Notwithstanding the foregoing, in the event a subsequent law replaces or amends the SWFD, the annual fee rates in such law would be applicable to this Agreement.

Section 5. Transference; Licensee Remains Liable. The privileges granted under this Agreement may not be transferred to any other person or entity without the express written approval of the City. Such approval shall not be unreasonably withheld. The Licensee may assign the License Agreement to a legal entity which is a successor, subsidiary or affiliate entity of Licensee, without express written approval of the City, if prior written notice is provided to the City with a revised Disclosure Affidavit (**Exhibit B**). In the event the privileges herein

granted are terminated or the Licensee transfers ownership of the System or vacates or ceases to use the System, the Licensee shall, nevertheless, remain liable to the City under the provisions hereof, until said System and all equipment and materials which the Licensee used to install the System herein authorized is completely removed, and the public way is restored as herein required. Any streetlight poles that the System has been mounted on shall remain operational and the electrical costs for the operation of those poles shall remain with the City. Acceptance of payment from an entity or person other than the Licensee shall not constitute a waiver of this provision.

Section 6. Permits, Plans & Specifications. The permission and authority herein granted shall not be exercised and no work to the System shall be done until any Permits, Plans & Specifications that are required by the nature of the work to be performed by the Licensee shall have been issued by the Director of Public Works, or other City official authorized to issue such permit(s). The application and permitting process shall be undertaken in accordance with applicable City ordinances to the extent that they do not conflict with the SWFD Act.

Section 7.1. Installation. Unless specifically authorized in writing by the City Engineer, the System installed shall be placed and all work in connection with such installation shall be performed so as not to unreasonably interfere with ordinary travel on the right-of-way of the City, or with any water, gas or sanitary or storm sewer pipes or other utility conduits or cable television conduits or wires then in place, or hereafter placed in the right-of-way, or any other lawful use of the right-of-way. Licensee, after doing any excavating, shall leave the surface of the ground in the same condition as existed prior to such excavation, except as provided in **Exhibit A**. All sidewalks, parkways or pavements, including driveway and alley approaches, disturbed by said Licensee shall be restored by it, and the surface to be restored shall be with the

same type of material as that existing prior to its being disturbed unless otherwise specified in writing by the City Engineer. In the event that any right-of-way, real property, or fixed improvement thereon shall become uneven, unsettled, damaged, or otherwise require restoration, repair or replacement because of such disturbance or damage by the Licensee, then the Licensee shall promptly, but in no event longer than thirty (30) days after receipt of notice from the City or the property owner for non-emergency repairs and fourteen (14) days after receipt of notice for repairs that require immediate attention in City's reasonable determination, and at the Licensee's sole cost and expense, restore as nearly as practicable to their former condition said property or improvement which was disturbed or damaged. In connection with repairs requiring immediate attention, City shall contact Licensee at 1-800-638-2822 in addition to providing written notice to Licensee.

Should adverse weather conditions cause a delay in completing the work, the Licensee shall promptly notify the City or the property owner immediately upon onset of the delay. Thereafter, the City Engineer may, in the Engineer's sole discretion, extend such time for work completion to a reasonable date certain. The date extension shall take into account the weather conditions and other factors affecting the work. The Licensee shall complete the work on or before the date certain. Any such restoration of the City's right-of-way by the Licensee shall be made in accordance with such materials and specifications as may, from time to time, be then provided for by ordinance or regulations of the City and to the satisfaction of the City Engineer. Within 10 businessdays of the completion of each installation, the Licensee shall notify the City accordingly. If the Licensee fails to restore the property in accordance with the above, then the City may, if it so desires, contract with a third party for such restoration or utilize its own work forces, to restore such property. The Licensee shall pay the actual cost incurred by the City if it

has utilized a third party for such restoration and, if the City undertakes the restoration work, the Licensee shall reimburse the City for the reasonable value, including labor and materials, or having undertaken such work on its own within sixty (60) days receipt of an invoice evidencing the same.

7.2. Installation on Streetlight Poles. Licensee shall furnish and install streetlight poles, foundations, light fixtures, hardware, wiring, and all other incidentals in accordance with the specifications provided in Exhibit A to provide a functional streetlight with matching photometrics to the existing streetlight at the locations identified in Exhibit A. Licensee shall provide a separate electrical power feed for Licensee's System. An electrical disconnect shall be provided within visual line of sight of the pole that shall be accessible by City Staff. A plaque or marker shall be affixed to each City streetlight pole on which Licensee installs its System to identify that the pole has an electrical feed supplied by the Licensee in addition to the City power feed. The streetlight fixture shall have a separate power feed the existing City electrical power supply for the streetlight pole. The streetlight fixture, pole, and any wiring or hardware exclusive of the smart cell equipment shall be owned by the City. Installation of streetlight poles and fixtures including all electric power supply connections and disconnections shall be performed by contractors licensed and approved by the City.

This provision shall not be construed to negate or modify the provisions of Section 6 (Permits) of this Agreement or act as an election of remedies.

Section 7.3. Obligation to Mark. The City shall have no obligation to mark the location of Licensee's facilities. Licensee acknowledges that it is a member of the statewide "One Call" Utility Location system (JULIE) and that the Licensee shall remain a member of the statewide "One Call" Utility Location system at all times it engages in the installation, repair,

maintenance, and removal of its System or any part thereof. The City shall have no obligation to alert Licensee to proposed work by itself or others, other than as a participating member of the JULIE system.

Section 7.4. Maintenance. The Licensee shall be responsible for all electrical costs for the electrical power consumed by the System at any pole on which Licensee installs or attaches its System. Licensee's electric service shall be separate from the City's existing electric service at a pole. The City will be responsible for operation and maintenance of the light fixture and pole but not the Licensee's System. The City shall have the right to disconnect the Licensee's electrical service for emergency and routine maintenance purposes. Written notification of disconnection for routine maintenance shall be given with at least five (5) business days of notice. No advance notice to disconnect electric service to a Licensee facility will be required in the event such disconnection is necessary to address an emergency but the City shall give the Licensee notice as soon as reasonably practical after such disconnection.

At Licensee's own expense and with advance written approval from the City arborist, Licensee may perform tree trimming to provide adequate clearance around Licensee facilities.

Licensee is solely responsible for RF emissions from Licensee's own equipment and its facilities and to protect against RF interference. Licensee shall make all good faith efforts to correct any interference to RF signals of the City or other third parties. The City may request the temporary removal of Licensee's facilities for maintenance purposes, but in no event shall such temporary removal last longer than five (5) days unless otherwise agreed to between the Parties. Written notification of temporary removal for maintenance shall be given with at least twenty (20) business days of notice. City will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies to use a utility

pole, alternative antenna structure and/or City-owned infrastructure, City knows or has reason to know based on a third party's application and frequency information provided therein that such third party's use may cause interference with the Licensee's existing System, Licensee's use of the utility pole, alternative antenna structure, and/or City-owned infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement. Notwithstanding anything in the Agreement to the contrary, in the event any of Licensee's Systems are interfering in any way with the University of Illinois, Urbana Champaign's WiFi Network, Licensee may cease operation of the interfering System(s) until such interference is resolved.

Subsequent to the original installation of Licensee's equipment, Licensee may make modifications to or replace the equipment, or may alter, enhance, and upgrade its equipment, so long as such modification, replacement, substitution, alteration, enhancement, or upgrade does not increase pole loading beyond the pole loading that was established in the approved application, or involve placement of equipment outside the area designated in the approved application without obtaining prior written consent of the City. Any modification that would involve increasing the pole loading beyond what was established in the approved application shall require Licensee to submit a new application for such Site. If the modification affects how the equipment attaches to the pole or changes how the power is drawn, then the Licensee shall be required to obtain prior written consent of the City.

Section 8. Repeal; Relocation; Removal.

- (a) Repeal. The permission and authority herein granted in connection with a System may be revoked by the City if the Licensee fails or neglects to comply with the conditions of this License Agreement or any City ordinance, but only after being given to cure any such defaults as provided in Section 16 of this Agreement.

- (b) Relocation of System. Upon sixty (60) days' advance written notice, the Licensee shall relocate the applicable System to a mutually agreeable alternate location and shall bear the sole expense of relocation upon the reasonable determination by the City Engineer that it is necessary to relocate said System or any part thereof, for one of the following reasons: (a) if required for the construction, modification, completion, repair, relocation or maintenance of a City or other public agency projected mandated by any Law, judicial opinion or governmental order; (b) because a System is interfering with or adversely affecting proper operation of City-owned infrastructure or communications and Licensee fails to cure such interference during the applicable cure period; or (c) to protect or preserve the public health or safety. The streetlight pole and lighting provided thereby shall remain and be functional after the relocation of the Licensee's System. The City shall remain responsible for the electrical costs of the streetlight after the Licensee's system has been relocated.
- (c) Removal Upon Termination. Within one hundred eighty (180) days of the termination of the privileges herein granted for a System, by lapse of time or otherwise, the Licensee without cost or expense to the City, shall remove the System herein authorized and restore the public way to as good a condition as existed prior to such installation and to the reasonable satisfaction of the City Engineer, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted. In the event of the failure, neglect or refusal of said Licensee to remove the System, the City may, if it so desires, exercise the right to perform said work and charge the cost thereof to said Licensee or contract with another to perform said work and bill the Licensee for the cost of said contract. The cost incurred by the City for

System removal shall be promptly paid by the Licensee within sixty (60) days after a bill is received by Licensee. If Licensee fails to pay during that period, the City may proceed against the surety bond of the Licensee or pursue any other remedies provided by law. The streetlight pole and lighting provided thereby shall remain and be functional after the removal of the Licensee's System. The City shall remain responsible for the electrical costs of the streetlight after the Licensee's System has been removed.

Section 9. Status Report of Facilities Located in Right-of-Way. The Licensee shall, within thirty (30) days of receipt of a written request from the City, file with the City Engineer accurate maps of the location and character of all existing installations of all facilities installed in the City's right of way pursuant to this Agreement and any amendments thereto, identifying the facilities as being in use, abandoned during the past year, or otherwise unused. City shall request the location maps no more than one (1) time per calendar year, unless such request is due to a pending emergency or pending infrastructure project. Licensee's maps shall conform to the requirements of UCC Sec. 20-501(a)(7) (concerning as-built plan drawings) and as directed by the City Engineer.

Section 10. Performance Security. Within sixty (60) days of execution of this Agreement, the Licensee shall provide to the City a performance bond in the amount of \$20,000.00 for the purpose of guaranteeing the faithful performance of all terms of this Agreement. The performance bond shall be available to the City to satisfy all claims, liens and/or taxes due the City from the Licensee which arise by reason of work by the Licensee, to satisfy any actual damages arising out of a breach of this Agreement, and to satisfy any assessments under this Agreement.

Nothing in this Agreement shall be deemed a waiver of the normal permit and bonding requirements generally applicable to persons performing work in the City's right-of-way.

Section 11. Insurance. Licensee shall maintain required insurance with companies eligible to do business in Illinois, rated A- VII or better in the current A.M. Best Key Rating Guide. Licensee shall provide the City with an insurance certificate evidencing such coverage, attached as **Exhibit C** to this Agreement.

Licensee shall maintain commercial general liability insurance (CGL) with a limit of \$1,000,000 each occurrence and in the aggregate. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, personal and advertising injury, and liability assumed under an insured contract. The City, its elected and appointed officers and employees shall be included as additional insured under the CGL as respects this Agreement, using ISO additional insured endorsement 20 26 or substitute providing equivalent coverage. The insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

Licensee shall maintain worker's compensation insurance and employer's liability insurance. The employer's liability limits shall be \$1,000,000 for bodily injury per accident; or \$1,000,000 per employee for bodily injury by disease.

Licensee shall maintain automobile liability insurance with bodily injury and property damage combined single limits of \$1,000,000 per accident covering vehicles owned, hired or non-owned.

Umbrella or excess liability insurance with single limit of \$5,000,000 per occurrence and in the aggregate in excess of the employer's liability, commercial general liability and automobile liability policies. Licensee may use any combination of primary and excess to meet required total limits.

Notwithstanding the forgoing, Licensee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include the City as an additional insured, the following conditions apply: (i) the City shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) the City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) the City shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

Section 12. Indemnification.

The Licensee shall indemnify, save and hold harmless, defend, and bear the cost of any and all such defense of the City and its elected and appointed officers, employees, and agents (collectively for this Section, the "City"), from and against any and all rights, actions, causes, liabilities, causes of action, remedies, defenses, damages, judgments, orders, decrees, costs, expenses of whatever nature, whether in law, equity or administratively, asserted against the City

and shall be responsible for the payment of any and all attorneys' fees that the City incurs and that arise out of, is related to, or is proximately caused any intentional, willful, wanton, grossly negligent, or negligent act or omission by, for or on behalf of the Licensee in connection with or directly or proximately related to the installation, removal, relocation, alteration, repair, maintenance, modification, or restoration of the System or any part thereof and/or in connection with the Licensee's breach of this Agreement. Notwithstanding anything to the contrary in this paragraph, nothing herein shall be deemed, construed or interpreted as the Licensee's obligation to indemnify, save harmless, defend, or bear the cost of defense of the City for any of the immediate foregoing which arise out of or which are directly related to, or which are proximately caused by the City's sole negligence, wrongful, improper, or illegal act or omission.

Notice in writing shall be promptly given to Licensee of any claim or suit against the City which, by the terms hereof, the Licensee shall be obligated to defend, or against which the Licensee has hereby agreed to save and keep harmless the City. The City shall furnish to the Licensee all information in its possession relating to said claim or suit, and cooperate with said Licensee in the defense of any said claim or suit. The City may, if it so desires, assist in defending any such claim or suit.

The City shall indemnify, save and hold harmless, defend, and bear the cost of any and all such defense of the Licensee and its directors, officers, employees, and agents (collectively for this Section, the "Licensee"), from and against any and all rights, actions, causes, liabilities, causes of action, remedies, defenses, damages, judgments, orders, decrees, costs, expenses of whatever nature, whether in law, equity or administratively, asserted against the Licensee and

shall be responsible for the payment of any and all attorneys' fees that the Licensee incurs and that arise out of, is related to, or is proximately caused any intentional, willful, wanton, grossly negligent, or negligent act or omission by, for or on behalf of the City in connection with or directly or proximately related to the installation, removal, relocation, alteration, repair, maintenance, modification, or restoration of the System or any part thereof and/or in connection with the City's breach of this Agreement. Notwithstanding anything to the contrary in the immediate foregoing, nothing herein shall be deemed as the City's obligation to indemnify, save harmless, defend, or bear the cost of defense of the Licensee for any of the immediate foregoing which arise out of or which are directly related to or proximately caused by the Licensee's sole negligence, wrongful, improper, or illegal conduct. Further, nothing in this paragraph shall be deemed, construed or interpreted as the City's waiver of its rights, defenses and immunities as are or may be provided under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

Section 13. Licensee Form of Business Disclosure. Licensee agrees to complete and maintain on file with the City a current Disclosure Affidavit, attached as **Exhibit B** to this Agreement.

Section 14. Renewal. This ten (10) year license shall be automatically renewable for four (4) additional five-year terms, provided however that Licensee is in full compliance with the terms and provisions of this Agreement and the City's ordinances at the time of renewal. If for any reason, the Licensee continues to utilize the System beyond the expiration of the term, it shall pay to the City an amount which is 150% of the previous year's payment (prorated to a daily charge) for each and every day the System remains upon the City's right-of-way beyond the applicable removal periods set forth in this Agreement.

Section 15. Termination. Licensee's right to maintain the System(s) pertaining to a default, or all Systems if a default pertains to all Systems, may be terminated by the City if the Licensee fails to cure or otherwise remedy any default on any term, condition or covenant contained in this Agreement within the time provided in the notice of default. The City shall give at least sixty (60) days advance written notice to the Licensee of the City's intent to terminate Licensee's right to maintain the System(s) pertaining to a default and said notice shall state the effective date of such termination, provided that delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee.

Section 16. Default, Cure, Dispute Resolution. In the event a Party (hereinafter, for this Section, the "Non-Defaulting Party") believes that the other Party (hereinafter, for this Section, the "Defaulting Party") is in default on any term, condition or covenant contained in this Agreement, the Non-Defaulting Party shall send a Notice of Default to the Defaulting Party. The Notice of Default shall describe in reasonable detail sufficient to put the Defaulting Party on notice the nature of the default and give the Defaulting Party sixty (60) days in which to (i) cure the default, (ii) request in writing additional time to cure the default, or (iii) provide in writing evidence insofar as why the Defaulting Party believes it is not in default. The Non-Defaulting Party shall not deny the Defaulting Party's request for a reasonable extension of time in which to cure the default if the Defaulting Party has commenced a good faith effort to cure such default and any delay in curing a default will be excused if due to causes beyond the reasonable control of the Defaulting Party. If the Parties disagree insofar as whether a default has occurred or as to why such cure needs to be extended, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through negotiation and, if such negotiation fails, through mediation set forth herein prior to the initiation of any litigation. Good faith

participation in these efforts shall be a condition precedent to any litigation. All negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations. Notwithstanding the immediate forgoing, the Parties recognize that any final settlement agreement, regardless of how arrived at, may be subject to disclosure in response to an Illinois Freedom of Information Request (5 ILCS 140/1 *et seq.*). In the event that such dispute is not resolved within ninety (90) days following initiation of mediation, either Party may initiate and shall maintain litigation in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

Section 17. Binding Effect. This Agreement shall be fully binding upon the Parties and their successors and assigns.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date the last Party executes this Agreement.

Section 19. Legal Considerations. The Parties recognize, acknowledge and hereby reserve their respective rights pursuant to the Federal 1996 Telecommunications Act and the Illinois Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5 -1 *et seq.*), regulations or legal interpretations of the same, and execution of this Agreement is not a waiver of any rights or obligations thereunder.

Section 20. Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois.

Section 21. Severability. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail. In such event, however, the provisions of this Agreement so affected shall be curtailed and limited only to the extent

necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect. Notwithstanding the immediate forgoing, in the event the terms of this Agreement are affected by any legislative, regulatory, judicial, or other action (“New Law”), the Agreement shall be renegotiated and/or adjusted as follows: (i) if the New Law provides a mandatory right, the Parties shall be subject to the New Law and the Agreement shall be adjusted to conform to such New Law via amendment by the Parties; or (ii) if the New Law provides a permissive right, the terms of the Agreement shall remain unchanged until the negotiations between the Parties to conform the Agreement are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction.

Section 22. Survival. The covenants, agreements, indemnifications and representations contained in or made pursuant to this Agreement (including any Exhibits) shall survive the execution and delivery of this Agreement and any related documents. Similarly, any covenants, agreements, indemnification and representations made by Licensee or on its behalf in any Exhibit, certificate, instrument or other document pursuant hereto or in connection herewith shall survive the execution and delivery of such Exhibit, certificate, instrument or document. All covenants, agreements, indemnifications and representations shall be considered to have been relied upon by the City regardless of any research or investigation made by the City or on its behalf. Additionally, all rights and remedies of a party occasioned by any indemnification provisions or by the failure of the other party to fulfill any of its obligations or liabilities under, relating to, or in connection with this Agreement shall survive any closing or termination of this Agreement and will continue in full force and effect thereafter.

Section 23. Notices. All notices required by this agreement shall be addressed as follows. Notices shall be deemed given upon receipt thereto:

City/Licensor

Public Works Director
City of Urbana
400 S. Vine Street
Urbana, IL 61801

And City Attorney
400 S. Vine Street
Urbana, IL 61801

Licensee

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319
Re: City of Urbana, IL License
FA#: _____; USID#: _____

New Cingular Wireless PCS, LLC
Attn: Legal Department, Network Operations
Re: City of Urbana, IL License Agreement
FA#: _____; USID#: _____
208 S. Akard Street
Dallas, TX 75202

Any Party may change its address or other contact information at any time by giving the other Party, and persons named above, written notice of said change.

Section 25. Full Agreement of the Parties. This Agreement constitutes the full agreement of the Parties and all intentions and understandings of the Parties are contained herein and shall be deemed to supersede any prior agreement, whether oral or in writing, between the Parties. The Parties represent and warrant that the person who has executed this Agreement on behalf of the respective Party had and has the authority to do so.

[Signature Page to Follow]

CITY OF URBANA, ILLINOIS
a municipal corporation

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Name: Deane Wolfe Maulin

Name: Blaine C. Thomas

Its: Mayor

Its: Director- Construction & Engineering

Date: 11/19/19

Date: 07/18/2019

ATTEST: _____

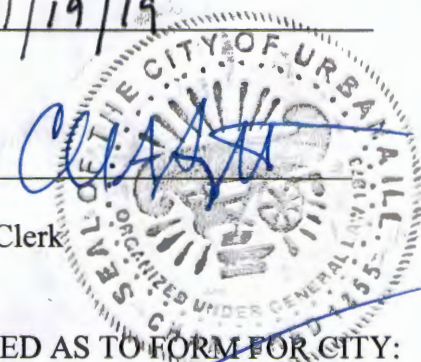
ATTEST: _____

Its: City Clerk

Its: _____

APPROVED AS TO FORM FOR CITY:

City Attorney



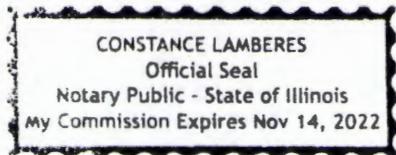
LICENSEE ACKNOWLEDGMENT

STATE OF ILLINOIS)

) ss:

COUNTY OF COOK)

On the 18th day of July, 2019, before me personally appeared Blaine C. Thomas, and acknowledged under oath that he is the Director of Construction & Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Constance A. Lamberes

Notary Public

Print Name: Constance A. Lamberes

My Commission Expires: November 14, 2023

CITY ACKNOWLEDGEMENT

STATE OF ILLINOIS)

) ss.

COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dane Wolfemartin and Charles A. Smyth, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as Mayor and City Clerk, they signed and delivered the said instrument as Mayor and City Clerk, pursuant to authority given by the City Council as their free and voluntary act, and as the free and voluntary act of the City for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of November, 2019.



Elizabeth Kay Meharry

Notary Public

Print Name: Elizabeth Kay Meharry

My Commission Expires: 2/4/2021

Exhibit A: Location Map and Permits, Plans & Specifications

Exhibit B: Disclosure Affidavit

Exhibit C: Certificate of Insurance

EXHIBIT B:

DISCLOSURE AFFIDAVIT

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

AT&T Mobility Corporation 1801 Valley View Ln, Farmers Branch, TX 75234
Name Home Address

Name Home Address

Name Home Address

Name Home Address

The business address is 1025 Lenox Park Blvd NE Atlanta, GA 30319

Telephone: (800) 331-0500

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

_____ Telephone: _____

My home address is _____

_____ Telephone: _____

E. Under penalty of perjury, NEW CINGULAR WIRELESS PCS, LLC
(Licensee's Name)

certifies that 74-2955068 is its correct Federal Taxpayer
(FEIN/SSN)

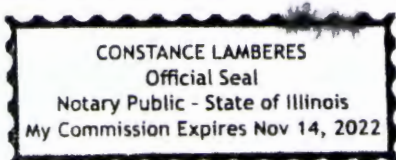
Identification Number, or in the case of an individual or sole proprietorship, Social Security
Number.

LICENSEE

By: 
Angelo Sopikiotis

Its: Area Manager- Real Estate & Construction

Subscribed and sworn to before me this 25th day of June, 2019.



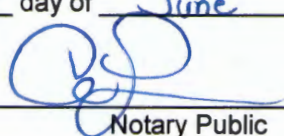

Notary Public

EXHIBIT C:

Certificate of Insurance

(see attached COI)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com	CONTACT NAME: US Centralized Services PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: Att.CertRequest@marsh.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
CN103150778-GAW-CRT-19-20	INSURER A : Old Republic Insurance Company	NAIC # 24147
INSURED New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-009298571-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 31363619	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 31363519 MWZX 31363719 (MI)	06/01/2019 06/01/2019	06/01/2020 06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 31363819	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Excess Workers' Compensation / Employers' Liability			MWXS 31363919 (OH, WA) See Second Page	06/01/2019	06/01/2020	EL Each Accident / EL Disease 1,000,000 EL Disease-Policy Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Urbana, its elected and appointed officers and employees is/are included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and the Insured. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance.

CERTIFICATE HOLDER City of Urbana Attn: Brad Bennett, Assistant City Engineer / Public Works Director 400 S. Vine Street Urbana, IL 61801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation -MWXS 31363919 (OH-WA)
 Self Insured Retentions
 OH & WA - \$500,000,000 (except Terrorism)
 OH & WA - \$600,000,000 Terrorism

Excess Automobile Liability - MWZX MWZX 31363719 (MI)
 Combined Single Limit - \$1,000,000
 Self Insured Retention - \$1,000,000