

**RESOLUTION 15 - 13**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR USE OF A PORTION OF THE EAST WATER TOWER FOR THE PURPOSE OF HOSTING RADIO COMMUNICATIONS AND ANTENNEA EQUIPMENT**

**WHEREAS**, the Village of Antioch owns a water tower located at 19300 West Route 173, and;

**WHEREAS**, Lake County is in the process of building an enhanced public safety radio network as part of the statewide STARCOM21 system, and;

**WHEREAS**, Motorola Solutions, Inc. is building the infrastructure for this radio network, and;

**WHEREAS**, establishing a radio network at our water tower is of great benefit to the reliable operation of the Lake County STARCOM21 system, and;

**WHEREAS**, the Village of Antioch Police, Fire, EMS and Public Works departments shall also have great benefit through future access to the Lake County STARCOM21 system, and;

**WHEREAS**, the exact location of the building and related structures necessary to support operations of an antenna at that location have not yet been finalized, and

**WHEREAS**, resolving any engineering conflicts with existing and planned installations in the area around the said water tower is critically important to ensure that the installations do not overlap or are located so as to cause service disruptions or rebuilding at some future time,

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MAYOR AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE:** The Administrator is directed to coordinate with Motorola Solutions and its agents, as well as with all other necessary persons to ensure that the finalized plans for the proposed installations at the water tower site are appropriate for current and future needs, and

**SECTION TWO:** Once the foregoing potential conflicts are resolved, and finalized drawings drafted to the satisfaction of the Administrator, the Mayor and all other necessary village officials are hereby authorized and directed to execute an agreement with Motorola Solutions, Inc. to for the leased used of portions of the water tower for the communications network in the form attached as Exhibit A hereto, together with the said finalized drawings and installation plans.

*Village of Antioch, Illinois*

**ADOPTED** by the Mayor and Village Board of Trustees of the Village of Antioch, Lake County, Illinois, and this 16<sup>th</sup> day of February, 2015.

**APPROVED** this 16<sup>th</sup> day of February, 2015

AYES: 5: Pierce, Jozwiak, Poulos, Crosby and Johnson.

NAYS: 0.

ABSENT: 1: Dominiak.

  
Lawrence M. Hanson, Mayor

ATTEST:

  
Lori K. Folbrick, Village Clerk





# Wireless Communications Site Lease

THIS WIRELESS COMMUNICATIONS SITE LEASE ("Lease") is made as of the 1st day of March, 2015 (the "Effective Date"), by and between Village of Antioch, as lessor ("Lessor"), and Motorola Solutions, Inc., a Delaware corporation, as lessee ("Lessee").

**1. PREMISES.** Lessor is the owner of the Water Tower located at 19300 West Route 173, Antioch, IL 60002, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property"). Lessor hereby leases to Lessee certain portions of the Tower, and a portion of interior space on the ground (collectively, the "Premises") located on the Property, together with a non-exclusive easement allowing Lessee, its employees, agents, representative, and assigns access to the Property as provided in Section 4 hereof. The Premises are more particularly described on **Exhibit B** attached hereto and incorporated herein by reference. Lessee shall have the right to use the Premises for the purpose of installing, removing, replacing, modifying, maintaining, and operating a communications facility including (without limitation) antennae and radios (including microwave antennae and radios); equipment cabinets; backup power sources (including batteries, generators and fuel storage tanks); and other associated equipment, fixtures, wiring, and cabling (collectively the "Communications Equipment" identified in **Exhibit B**). The parties acknowledge that (a) the Communications Equipment will be owned by Lessee and (b) the Communications Equipment will be used for emergency services, public safety and other governmental purposes, including the Lake County Public Safety Agencies, the Illinois State Police and other Illinois state agencies, and any federal, state, county, municipality or other governmental body, including any department or agency thereof

**2. TERM OF LEASE.** The initial term (the "Term") of this Lease shall be five (5) years commencing upon the start of installation of the Communication Equipment (the "Commencement Date") in and about the Premises and expiring on the date which is five (5) years thereafter. Lessee shall have the right to extend the Term for five (5) successive one (1) year terms (the "Renewal Terms") on the same terms and conditions. This Lease may be extended for each Renewal Term by Lessee if Lessee notifies Lessor of its intention to renew at least thirty (30) days prior to the expiration of the then current term.

**3. RENT AND COSTS.** Lessee shall pay Lessor Ten Dollars (\$10) and other good and valuable consideration as full consideration for the initial Term and all Renewal Terms of this Lease. Unless otherwise specified in this Lease, each party shall bear its own costs.

**4. ACCESS TO COMMUNICATION EQUIPMENT.** After the initial installation of the Communication Equipment, Lessor shall permit Lessee unrestricted access to the Property and Premises seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year. Lessor shall not have access to the Communications Equipment without a representative of Lessee being present. Lessee may, at Lessee's option, install a security fence and other security measures at and around the Communications Equipment and any guy wires; provided however that any security measures installed by Lessee must not interfere with Lessor's operations or the operations of other pre-existing tenants and licensees at the Property.

**5. INSURANCE.**

a.) Lessor shall carry Commercial General Liability insurance with respect to the Building during the Lease Term for \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury, Personal Injury and Property Damage Liability, and shall further carry commercial property insurance and shall insure the Property and the Premises during Term and any Renewal Terms for the full replacement value against loss or damage due to fire and other casualties covered within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage and special extended coverage. Additionally, at the option of Lessor, such insurance coverage may include the risks of earthquakes and/or flood damage, terrorist acts and additional hazards, a rental loss endorsement and one or more loss payee endorsements in favor of the holders of any mortgages or deeds of trust encumbering the interest of Lessor in the Building or the ground or underlying lessors of the Property or the Premises, or any portion thereof. Lessor will carry statutory Worker's Compensation and Employer's Liability coverage in an amount of \$1,000,000 per accident.



The minimum limits of policies of insurance required of Lessor under this Lease shall in no event limit the liability of Lessor under this Lease. Such insurance shall: (i) name Lessee as an additional insured and provide that said insurance shall not be canceled unless thirty (30) days' prior written notice shall have been given to lessee. Evidence of Lessor's insurance hereunder shall be verified by issuance of a Certificate of Insurance to Lessee.

b.) Lessee shall maintain the following coverages in the following amounts.

Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of Lessee's operations, assumed liabilities or use of the Premises, including Contractual Liability covering the insuring provisions of this Lease and the performance by Lessee of the indemnity agreements set forth in Section 6 of this Lease, for limits of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate for Bodily Injury, Personal Injury and Property Damage Liability.

Physical Damage Insurance covering (i) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Premises installed by, for, or at the expense of Lessee, (ii) any Lessee improvements, including any improvements which Lessor permits to be installed above the ceiling of the Premises or below the floor of the Premises, and (iii) all other improvements, alterations and additions to the Premises, including any improvements, alterations or additions installed at Lessee's request above the ceiling of the Premises or below the floor of the Premises. Such insurance shall be written on an All Risk of "physical loss or damage" basis

Statutory Workers' compensation insurance and Employer's Liability coverage in an amount of \$1,000,000 per accident.

The minimum limits of policies of insurance required of Lessee under this Lease shall in no event limit the liability of Lessee under this Lease. Such insurance shall name Lessor as an additional insured (except for Workers' compensation insurance and Employer's Liability coverage) and provide that said insurance shall not be canceled unless thirty (30) days' prior written notice shall have been given to Lessor. Evidence of Lessee's insurance hereunder shall be verified by issuance of a Certificate of Insurance to Lessor.

c.) Subrogation. Lessor and Lessee agree to have their respective insurance companies waive any rights of subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance carried by Lessor and Lessee, respectively, is not invalidated thereby.

**6. INDEMNIFICATION.** Lessee will indemnify and hold Lessor harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Lessor to the extent it is caused by the negligence of Lessee, its subcontractors, or their employees or agents, while performing their duties under this Lease, if Lessor gives Lessee prompt, written notice of any the claim or suit. Lessor will cooperate with Lessee in its defense or settlement of the claim or suit. This section sets forth the full extent of Lessee's general indemnification of Lessor from liabilities that are in any way related to Lessee's performance under this Lease.

**7. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, EACH PARTY WAIVES THE RIGHT TO RECOVER INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES, AND EXCEPT FOR PERSONAL INJURY OR DEATH, EACH PARTY'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED \$100,000. This limitation of liability provision survives the expiration of termination of this Lease and applies notwithstanding any contrary provision.

**8. NON-INTERFERENCE.** The Communications Equipment and the use thereof shall not interfere with the use of any other communication or similar equipment of any kind and nature owned or operated by the Lessor or other tenants or licensees on the Property existing as of the time of the Commencement Date. After the Commencement Date, Lessor agrees not to install or allow installation of new equipment on the Premises if such equipment causes interference with Lessee's operations. All interference claims shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the FCC. Lessor affirmatively covenants that except for acts of God, neither Lessor nor its employees, agents, representatives, invitees, other tenants or licensees shall cause or allow others to cause interruption of electrical power or interruption of telephone service to the Communication Equipment. Lessor agrees to



allow Lessee to conduct intermodulation studies prior to Lessor allowing installation of new equipment on the Premises to determine if such equipment may cause interference with Lessee's operations.

**9. UTILITIES.** Lessee shall be entitled to install any utilities and services required for the Communication Equipment. Lessor shall provide Lessee with such reasonable assistance as is necessary to enable Lessee to arrange for such utilities and services, including signing any easement or other instrument reasonably required by the utility company. Lessor represents that utilities required for Lessee's use of the Premises are available. Lessor and Lessee shall split the utility costs associated with the operation of the Premises based on the usage of occupancy by the respective Parties. Electric utility costs for the site will be pre-rated between all tenants utilizing the Premises. For radio users, the costs will be allocated on the basis of the percentage of the base station usage that the user owns and operates. Natural gas utility costs will be split equally between all tenants utilizing the generator. For other types of equipment deployed, any shared electric utility cost will be allocated on the percentage of rack or floor space utilized by the equipment owner.

**10. IMPROVEMENTS; REMOVAL OF COMMUNICATION EQUIPMENT.** Lessee may, at its expense, make such improvements to the Premises as it deems necessary for the operation of the Communication Equipment. The Lessee agrees to allow Lessor the use of any unused space within the Communications Building that is not being utilized by the Lessee. Use of the unused space will be at no cost to the Lessor. Lessor agrees to cooperate with Lessee, at Lessee's expense, in obtaining any required permits or zoning approvals. The Communication Equipment is and shall remain the property of Lessee; and upon the expiration or earlier termination of this Lease, Lessee shall, at Lessee's sole cost and expense, remove the Communication Equipment and leave the Premises in its improved condition. To the extent required by law, Lessee will ensure that all improvement work completed on behalf or for the use of the Lessee, by Lessee or any of its contractors shall be performed at not less than the prevailing hourly rate pursuant to the Illinois Prevailing Wage Act 820 ILCS 130/ *et. seq.* If Lessee's employees will not be performing any work under the Lease to which the Prevailing Wage Schedule applies, Lessee will impose the prevailing wage requirement on all contractors and their subcontractors performing applicable work under the Lease.

**11. MAINTENANCE.** Lessee shall be solely responsible for maintenance of the Communication Equipment. Lessor shall be responsible for repairing and maintaining all other portions of the Property in safe operating condition, and in compliance with all applicable laws.

**12. HAZARDOUS SUBSTANCES.** Lessor represents and warrants that it has no knowledge of any pre-existing environmental contamination on or about the Property or any substance, or chemical, or waste on the Property that is identified in any applicable state, federal, or local law or regulation as being hazardous, toxic, or dangerous. Notwithstanding such, it shall be responsibility of the Lessee under the Due Diligence provision in Section 23 to assess whether the environmental condition of the Property is suitable for the Lessee's purposes. Lessor shall not introduce or allow any other tenant or licensee to introduce any such substance or chemical or waste onto the Property in violation of applicable law. Lessee shall not introduce any such substance or chemical or waste onto the Property in violation of applicable law.

**13. COMPLIANCE WITH LAWS.** Lessor shall comply with all applicable local, state, and federal government laws, codes and regulations, relating to the Property, including without limitation FAA, FCC, NEPA, occupational health and safety, environmental, and electromagnetic (EME) requirements, and applicable requirements of the Americans with Disabilities Act. Lessee shall comply with all applicable local, state, and federal government laws, codes and regulations, relating to the Communications Equipment.

**14. TAXES.** Lessor shall pay when due all real estate taxes and other assessments assessed against the Property.

**15. ASSIGNMENT.** This Lease shall not be assigned by Lessee except that Lessee may from time to time with notice to and with the approval of Lessor transfer rights and obligations or grant licenses for the Premises to a parent, subsidiary, or other affiliate of Lessee, or to any successor in interest or entity acquiring fifty-one percent (51%) or more of Lessee's stock or assets, or an entity to which Lessee sells, assigns or transfers the Premises or its interest in this Agreement (or portion thereof) in connection with the sale, merger, asset transfer or transfer of a business group or division of Lessee. In the event of such a permitted transfer, this Lease shall continue as a direct lease between Lessor and the permitted transferee, and the original Lessee shall be released from any and all future liability hereunder. Lessor's approval of Lessee's assignment under this Section 15 shall not be unreasonably withheld.



**16. WAIVER OF LESSOR'S LIEN RIGHTS.** Lessor agrees that it does not have any lien rights in Lessee's personal property or the Communications Equipment.

**17. TERMINATION PRIOR TO EXPIRATION.** This Lease may be terminated without further liability by the non-defaulting party upon forty-five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party which is not cured within forty-five (45) days of receipt of written notice of default; or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion; provided that the cure period for any monetary default shall be thirty (30) days from receipt of notice. This Lease may also be terminated by Lessee on at least forty-five (45) days' prior written notice to Lessor if (i) Lessee is unable to obtain any requisite permit or authorization or any such permit or authorization is subsequently canceled, withdrawn, terminated, revoked, or not renewed; (ii) Lessee does not obtain from any third party any easement necessary to the installation, access, operation, maintenance, or removal of the Communications Equipment; (iii) any physical equipment or electronic emissions materially interfere with the operation of the Communication Equipment; or (iv) authorization to operate, maintain or integrate the communications network in which the Communications Equipment is a part is superseded or terminated by state or federal authority. This Lease may be terminated by Lessee without further liability upon delivery of written notice to the Lessor if Lessee determines that Lessor did not on the Commencement Date have ownership of the Property or authority to enter into this Lease. If termination of this Lease is due to a default by Lessor, or due to a failure of Lessor's ownership or authority as recited in the preceding sentence of this section, upon termination, Lessor shall return to Lessee any unearned Rent previously delivered to Lessor. Lessee may also terminate this Lease at any time by delivering to Lessor written notice of termination, which shall be effective Sixty (60) days after it is received by Lessor.

**18. CASUALTY OR CONDEMNATION.**

**a) Casualty.** If there is a casualty to the tower or building where the Communications Equipment is located, Lessor shall commence repairs within thirty (30) days and repair or restore the structures within ninety (90) days. All rental payments shall abate during the period when Lessor's structures are not useable. Lessee may immediately erect on an unused portion of the Property, a temporary communications facility, while Lessor makes repairs, which temporary facility shall be removed by the Lessee after completion of the repairs. In the event such repairs or restoration are not commenced within thirty (30) days or completed within ninety (90) days, Lessee may elect to terminate this Lease by so notifying Lessor in writing, in which event any prepaid fees shall promptly be refunded to Lessee. The erection and removal of the temporary facility shall be exclusively at the expense of the Lessee, and other than the refunding of the prepaid fees, the Lessor shall not be obligated to the Lessee for any other damages for Lessee's termination of the Lease because of Lessor's failure to timely commence or complete repairs to the tower or building.

**b) Condemnation.** If there is a condemnation of the Premises, then this Lease will terminate upon transfer of title to the condemning authority, without further liability to either party except for Lessor's obligation to reimburse Lessee for any prepaid fees. Lessee is entitled to pursue a separate condemnation award from the condemning authority. Lessor shall notify Lessee in writing within ten (10) days after it receives notice of any actual or contemplated condemnation proceedings.

**19. NOTICES.** Any notice or demand required to be given herein shall be made by reliable overnight courier to the address of the respective parties set forth below and shall be deemed given on the date delivery is received or refused, as follows:

To Lessee, notices shall be sent to:

Motorola Solutions, Inc.  
Attention: Sue Warren  
1301 E. Algonquin Road  
Room 0437 \_\_\_\_\_  
Schaumburg, IL 60196

and

Motorola Solutions, Inc.  
Global Real Estate Counsel  
Legal and Government Affairs  
1301 E. Algonquin Road, 5<sup>th</sup> Floor

Schaumburg, IL 60196

To Lessor, notices shall be sent to:

Village of Antioch  
874 Main Street  
Antioch, IL 60002

Either party may change its address by giving the other notice of a new address in accordance with the terms of this section. All payments to Lessor required hereunder shall be sent to the address specified for Lessor above.

**20. TITLE AND QUIET ENJOYMENT.** Lessor represents, warrants and agrees (i) that Lessor is the owner in fee of the Property and Premises; (ii) that the person signing this Lease has the authority to execute it on behalf of Lessor; (iii) that Lessee shall have access to and quiet enjoyment of the Property and Premises at all times throughout the initial Term of this Lease and any Renewal Term, so long as Lessee is not in default beyond the expiration of any applicable cure period; (iv) that Lessor will not have unsupervised access to the Communication Equipment on the Premises; (v) that the Property: (a) abuts a public right-of-way over which practical access is possible, or (b) is accessible over easements appurtenant to such site; and (vi) that Lessor's making of this Lease and the performance thereof will not violate any zoning or other laws, ordinances, restrictive covenants or the provision of any mortgage, lease or other agreements under which Lessor is bound and which restricts itself in any way with respect to the use or disposition of the Property.

**21. RECORDATION.** Neither this Lease, nor any memorandum or other summary version thereof, shall be recorded.

**22. IDENTIFICATION OF PARTIES.** References to Lessee herein shall include Lessee's transferee's, successors, and assigns. References to Lessor herein shall include Lessor's transferee's, successors, and assigns.

**23. CONTINGENCY FOR DUE DILIGENCE.** Lessee shall have from the date of this Lease until the Commencement Date (but in no event less than fifteen (15) days) to conduct a due diligence examination of all factors affecting the Property and to satisfy itself in its sole discretion that the Property is suitable for Lessee's intended use. Within three (3) business days from the date of this Lease, Lessor shall furnish



Lessee with the legal description, coordinates, address or location and real estate tax numbers, if available, for the Property as well as copies of any title policies or searches, surveys or site drawings (including those dealing with utility or access easements), any Prime Lease or Ground Lease, including all amendments, current users of the Property and all broadcast frequencies and any studies dealing with structural, RF, engineering or environmental, NEPA or EME matters, as well as other documentation reasonably requested by Lessee. Lessor shall also allow Lessee's personnel or its contractors to visit and investigate the Property and perform structural, engineering and environmental evaluations and tests. Lessor shall use its best efforts to obtain from the holder of any mortgage or deed of trust ("Mortgagee") a non-disturbance agreement in a form provided by or otherwise acceptable to Lessee. In the event Lessee is not satisfied with the Property or Lessee does not receive non-disturbance agreements from all Mortgagees Lessee shall have the right to terminate this Lease by so notifying Lessor in writing on or before the Commencement Date, in which event all funds paid by Lessee shall be returned to Lessee.

**24. DISPUTE RESOLUTION.** Lessor and Lessee shall attempt to settle any claim or controversy arising out of this Lease (except for a claim relating to intellectual property or breach of confidentiality) through consultation and negotiation in the spirit of mutual friendship and cooperation. such a shall not be construed to affect adversely the rights of either party under the doctrines of laches, waiver or estoppel. Nothing in this section shall prevent either party from resorting to judicial proceedings if: (A) good faith efforts to resolve a dispute under these procedures have been unsuccessful; or (B) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

**25. CONFIDENTIALITY.** During the term of this Lease, the parties may provide each other with Confidential Information. Subject to the requirements of Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.*, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and the Illinois Local Records Act, 50 ILCS 205/1, *et seq.*, Each Party will: maintain the confidentiality of the other Party's Confidential Information (as defined below) and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Lease. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Lease. For purposes of this Lease, "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Lease, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Lease; or is explicitly approved for release by written authorization of the disclosing Party. This Lease and all of its terms shall be deemed Confidential Information, except Lessee may give a copy of this Lease to the State of Illinois, the Illinois State Police and any federal, state, county, municipality or other governmental body, including any department or agency thereof. This confidentiality provision survives the expiration or termination of this Lease.

**26. SEVERABILITY.** If any one or more of the provisions of this Lease shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Lease and shall in no way affect the validity of the remaining provisions of this Lease. No waiver by any party hereto of a breach of any provision of this Lease shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**27. BROKERS.** Lessor and Lessee each represents to the other that he, she or it did not deal with any broker or other person who may be entitled to a commission as a result of the transaction contemplated by



this Lease,

**28. APPLICABLE LAW.** This Lease shall in all respects be governed by the laws of the State in which the Property is located, without regard to its conflicts of law principles.

**29. COUNTERPARTS; FACSIMILE SIGNATURES.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A copy of this Lease bearing the signature of a party which is transmitted by facsimile shall have the same legal effect as the personal delivery of a copy of this Lease bearing an original signature.

**30. NON-BINDING UNTIL FULLY EXECUTED.** The parties agree that this Lease shall not be binding on either party unless and until it is fully executed by both parties. If this Lease is signed by only one party, it shall merely constitute an offer to lease.

**31. ENTIRE AGREEMENT; AMENDMENTS.** This Lease, together with the Exhibits attached hereto, constitutes the entire understanding and agreement of the parties with respect to its subject matter; and there are no representations, promises or agreements between the parties except those found in this Lease; and any and all prior agreements, understandings or representations with respect to its subject matter, whether written or oral, are hereby canceled in their entirety and are of no further force or effect. Any amendments to this Lease must be in writing and executed and delivered by both parties.

**32. PRICING AVAILABILITY.** Lessee agrees to make available the same pricing discounts to Lessor from the Lessee's Lake County Subscriber Contract dated August 12, 2014. Said pricing discounts shall be valid only to Lessor through February 28, 2017, for STARCOM21 capable portables and Mobiles provided that this Lease is in full force and effect and Lessor has not committed any defaults under the Lease or under said Lake County Subscriber Contract.

LESSOR:  
VILLAGE OF ANTIOCH

LESSEE:  
MOTOROLA SOLUTIONS, INC.

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

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

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

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



**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

This exhibit describes the legal description, address or location and real estate tax identification numbers of the Property subject to the Lease.

Legal Description:

Address or Location: 19300 West Route 173, Antioch, IL 60002

Real Estate Tax Identification Numbers: N/A



## EXHIBIT B

### LOCATION OF PREMISES AND EQUIPMENT

This exhibit describes the location of the Premises and Communication Equipment within the Property to be utilized by Lessee pursuant to the Lease.

#### SHELTER

**12' X 16' CONCRETE BLDG, INCLS UPS & GENERATOR, FULLY COMPLETE**

#### GENERATOR

**Generac Model SG070 - 70KW, Single Phase 120/240V LP Vapor outdoor**

#### Antenna Information

Please review the antenna list.

Height (ft)	Azimuth	Mfg. / Model	Use
155	83	COMMSCOPE PAR6-65- PXA/B	TX/RX
155	82	COMMSCOPE PAR6-65- PXA/B	TX/RX
155	0	SINCLAIR SC476- HF1LDF(D00)	TX
155	0	SINCLAIR SC476- HF1LDF(D00)	TX
155	0	RFS/CELWAVE BLR12-A-B1	RX



## Feedline Information

Please review the feedline list.

Mfg.	Model	Length
Primary: ANDREW	EWP63	200
Secondary:		
Primary: ANDREW	EWP63	200
Secondary:		
Primary: ANDREW	561	200
Secondary:		
Primary: ANDREW	561	200
Secondary:		
Primary: ANDREW	AL5-50	200
Secondary:		

## RADIO SYSTEM EQUIPMENT

Quantity	Model	Description
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO
5	CA01842AA	ADD: P25 TDMA SOFTWARE
5	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
1	CA01943AA	ADD:2ND BRANCH DIVERSITY
1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILIT
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00884AA	ADD: QTY (1) XHUB
1	CA01402AA	ADD: 7.0 FT OPEN RACK

1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	CA00855AD	INC: 800 MHZ ID
2	CA01261AA	INTERNAL OPTION
2	CA00917AA	INC: LAN CABLE
1	CA00889AA	INC: 800MHZ PRESECTOR/SIGNPO
1	CA00887AA	INC: 700/800 SINGLE PRESELECTO
3	CA00894AA	INC: RACK FILTER TRAY SLIDES
1	CA00913AA	INTERNAL OPTION
1	CA00872AA	INC: SITE RMC 1ST BRANCH
1	CA00873AA	INC: SITE LNA MODULE
2	CA00901AA	INC: 7/8 CABINET LNA MOD. W/CA
2	CA00944AA	INC: RX EXPANSION CABLES
1	CA01822AA	INTERNAL OPTION
1	CA02687AA	INC: AC DC POWER DISTRIBUTION
1	CA00954AA	INC: RX EXPANSION SUB-PANEL
1	CA00988AA	INTERNAL OPTION
1	CA02265AA	INTERNAL OPTION
1	CA01202AA	INTERNAL OPTION
1	CA00895AA	INC: 800MHZ 6 WAY CAVITY COMBI
5	CA00290AA	INC: XCVR, 700/800 G-SERIES
5	CA00291AA	INTERNAL OPTION
1	CA00298AA	INTERNAL OPTION
5	CA00292AA	INC: PA, 700/800 G-SERIES
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO
5	CA01842AA	ADD: P25 TDMA SOFTWARE
5	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
2	CA00884AA	ADD: QTY (1) XHUB
1	CA01402AA	ADD: 7.0 FT OPEN RACK
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	CA00855AD	INC: 800 MHZ ID
1	CA00903AA	INC: 7/8 CABINET LNA MODULE W/
2	CA01261AA	INTERNAL OPTION
2	CA00917AA	INC: LAN CABLE
1	CA00911AA	INTERNAL OPTION
3	CA00894AA	INC: RACK FILTER TRAY SLIDES



1	CA00913AA	INTERNAL OPTION
1	CA01822AA	INTERNAL OPTION
1	CA02687AA	INC: AC DC POWER DISTRIBUTION
1	CA00988AA	INTERNAL OPTION
1	CA02265AA	INTERNAL OPTION
1	CA01202AA	INTERNAL OPTION
1	CA00895AA	INC: 800MHZ 6 WAY CAVITY COMBI
5	CA00290AA	INC: XCVR, 700/800 G-SERIES
5	CA00291AA	INTERNAL OPTION
1	CA00298AA	INTERNAL OPTION
5	CA00292AA	INC: PA, 700/800 G-SERIES
1	DSAPM7487K2AC	ADVANCED POWER MONITOR, 740-870 MHZ
1	DSSP74964440DFF1RU	ANT LINE COUPLER 740-960MHZ 40DB 4- REMOTE SITE REDUNDANT MODULAR FREQU
1	DSTRAK91009E	FOUR PORT DDM
2	DSTRAK91061	FOUR PORT DDM
4	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR
50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
1	CLN1856	2620-24 ETHERNET SWITCH Y
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	F4544	SITE MANAGER ADVANCED
3	V592	AAD TERM BLCK & CONN WI
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
1	V346AK	OPTN,CBL ASSY,,,AC PWR CBL SDM
1	F2463	RTU_PER_DEVICE_SW_LICENSES
1	DS48353103	SEVEN FOOT UNIVERSAL RACK
1	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
1	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET P
1	DS1101378	RACK MT ADAPTER PLATE, 19 IN FOR DS

Lessor's Access Contacts:

During Business Hours:

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

Phone \_\_\_\_\_

Cell/PCS: \_\_\_\_\_

Pager: \_\_\_\_\_

After Business Hours:

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

Phone: \_\_\_\_\_

Cell/PCS: \_\_\_\_\_

Pager: \_\_\_\_\_

If drawings are included as part of this Exhibit B, Lessee may replace the attached drawings of the location of the Premises and Communication Equipment with as-built drawings depicting same. Such replacement drawings shall be deemed a part of this Lease and be binding on Lessee and Lessor.



**EXHIBIT C**  
**SPECIAL PRICING EXTENSION**

Prepared For: Village of Antioch  
Agency:

Prepared By:  
Date: 12/22/2014



## MOBILES

Quantity	APX7500 MOBILE DUAL BAND VHF HIGH POWER/STARCOM21	Part Number	LIST PRICE	Extended	Extended
5	APX7500 DUAL BAND HIGH POWER	M30TXS9PW1 N	\$ 2,772.00	\$ 1,746.36	\$ 8,731.80
5	ADD: VHF HP PRIMARY BAND	GA00307	\$ -	\$ -	\$ -
5	ADD: 7/800MHZ SECONDARY BAND	GA00225	\$ 400.00	\$ 252.00	\$ 1,260.00
5	ADD: ENABLE DUAL BAND OPERATION	GA00579	\$ 1,000.00	\$ 630.00	\$ 3,150.00
5	ENH: ASTRO DIGITAL CAI OP APX	G806	\$ 515.00	\$ 324.45	\$ 1,622.25
5	ENH: SMARTZONE OPERATION APX	G51	\$ 1,500.00	\$ 945.00	\$ 4,725.00
5	ADD: P25 9600 BAUD TRUNKING	G361	\$ 300.00	\$ 189.00	\$ 945.00
5	ADD: AES ENCRYPTION APX7500	G843	\$ 475.00	\$ 299.25	\$ 1,496.25
5	ADD: MULTIKEY	W969	\$ 330.00	\$ 207.90	\$ 1,039.50
5	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	QA01648	\$ 5.00	\$ 3.15	\$ 15.75
5	ADD: TDMA OPERATION	QA00580	\$ 450.00	\$ 283.50	\$ 1,417.50
5	ADD: RADIO PACKET DATA	W947	\$ 250.00	\$ 157.50	\$ 787.50
5	ADD: PROGRAMMING OVER P25 (OTAP)	G996	\$ 100.00	\$ 63.00	\$ 315.00
5	ADD: O5 CONTROL HEAD	G442	\$ 432.00	\$ 272.16	\$ 1,360.80
5	ADD: APX CONTROL HEAD SOFTWARE	G444	\$ -	\$ -	\$ -
5	ADD: ANT 3DB LOW-PROFILE 762-870	G174	\$ 43.00	\$ 27.09	\$ 135.45
5	ADD: 1/4 WAVE ROOF TOP 150.8-162	G299	\$ 19.50	\$ 12.29	\$ 61.43
5	ADD: PALM MIC	W22	\$ 72.00	\$ 45.36	\$ 226.80
5	ADD: SPKR 15W WATER RESISTANT	G831	\$ 60.00	\$ 37.80	\$ 189.00
5			<b>\$ 8,723.50</b>	<b>\$ 5,495.81</b>	<b>\$ 27,479.03</b>

Quantity	APX6500 LI - STARCOM21 PW and EMA	Part Number	Unit List	Discount	Discounted Unit	Extended
7	APX6500 7/800 MHZ MID POWER MOBILE	M25URS9PW1	\$1,899.00	37%	\$ 1,196.37	\$ 8,374.59
7	ENH: 9600 OR 3600 SINGLE SYSTEM DIG	QA02756	\$1,570.00	37%	\$ 989.10	\$ 6,923.70
7	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	QA01648	\$5.00	37%	\$ 3.15	\$ 22.05
7	ADD: TDMA OPERATION	QA00580	\$450.00	37%	\$ 283.50	\$ 1,984.50
7	ADD: MULTIPLE KEY ENCRYPTION OPERATION	W969	\$330.00	37%	\$ 207.90	\$ 1,455.30
7	ADD: AES ENCRYPTION APX7500	G843	\$475.00	37%	\$ 299.25	\$ 2,094.75
7	ADD: O5 CONTROL HEAD	G442	\$432.00	37%	\$ 272.16	\$ 1,905.12
7	ADD: APX CONTROL HEAD SOFTWARE	G444	\$0.00	37%	\$ -	\$ -



[illegible]

\*Order must be placed by Sept 10, 2015 and Ship By Dec 1, 2015

\*Radios must include ITTF and Lake County Specific Template Included

\*Motorola Solutions, Inc. reserves the right to modify this pricing in whole or in part without prior notice