

Site License Agreement

This Site License Agreement ("Agreement"), made as of May 28, 2025 ("Effective Date"), is by and between the CITY OF NAPERVILLE, a home rule unit of local government under the laws and constitution of the state of Illinois "City" or "Licensee"), and Northern Illinois Gas Company d/b/a Nicor Gas Company an Illinois corporation having its principal place of business at 1844 Ferry Road, Naperville, IL 60563 ("NICOR GAS" or "Licensor"). Licensee and NICOR GAS may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, NICOR GAS is the owner of a telecommunications tower (the "Tower") located at 4S575 Eola Road, Aurora, IL (the "Site");

WHEREAS, NICOR GAS is willing, upon the terms and conditions set forth here, to license certain space on the Tower and at the Site to Licensee;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Parties agree with each other as follows:

1. Site and License.

NICOR GAS agrees to license certain space on the Tower and related ground space ("Ground Space") at the Site as identified and described in Exhibit A (attached hereto made a part of this Agreement) to Licensee and Licensee agrees to accept such license for the Site from NICOR GAS pursuant to the terms and conditions of this Agreement.

The following rights are granted by NICOR GAS to Licensee: access over and across the Site as designated in Exhibit A for parking, pedestrian and vehicular access to permit passage of equipment, tools, parts and personnel required to install, place, operate, maintain, repair and replace the Equipment (as hereinafter defined).

For the avoidance of doubt Licensor and its agents shall have the right to enter any portions of the Site, Ground Space and Tower licensed to Licensee for Licensee's use hereunder at any time (i) for the purpose of examining and inspecting any of Licensee's Equipment or Licensee's activities and (ii) for any reason related to the operating, maintaining, testing, repairing, and replacing the Tower, Ground Space and Site. Licensee shall within five business days notice from Licensor (or sooner if directed by Licensor) cease, correct, revise or repair any of Licensee's Equipment or activities not in compliance with the terms of this Agreement.

2. Term of Agreement.

The term of this Agreement shall be five (5) years (the "Term") and shall commence on the Effective Date. Licensee shall have the option to extend this Agreement for four (4) additional five (5) year terms (each an "Extension Term"). Unless Licensee has given Nicor Gas written notice of its election not to renew this Agreement on or before the date which is three (3) months prior to the end of the then current term, this Agreement shall automatically be extended for the next Extension Term. In the event Licensee so notifies Nicor Gas of its election not to extend, this Agreement shall terminate at the end of the then-current five (5) year term.

3. License Fee.

Licensee shall each year of the Term pay an annual fee to NICOR GAS for the license granted herein ("License Fee"). For the first year of the Term the License Fee is twenty-one thousand six hundred dollars (\$21,600) and such fee shall be due upon execution of this Agreement. For each succeeding year of the Term the License Fee shall be calculated by a three percent (3%) increase of the immediately preceding year's License Fee and such annual License Fee shall be due thirty days prior to the expiration of the then current annual period of the Term.

Licensee shall make the License Fee payment to the following address: Nicor Gas Company Attn: Misc Billing PO Box 1630 Aurora, IL 60507-1630 or to such other address as NICOR GAS shall from time to time designate by written notice and thirty (30) days in advance of any License Fee payment date.

4. No Warranty.

NICOR GAS and Licensee agree that NICOR GAS licenses use of the Tower and Site to Licensee ins "as is, where is" condition -- NICOR GAS makes no express warranties and, to the extent permissible by law, specifically disclaims all implied warranties with respect to the Tower and Site, including without limitation the warranty of merchantability, the warranty of fitness for a particular purpose, and all other implied warranties. Licensee acknowledges that it has not relied upon any representation, express or implied, of any kind by the NICOR GAS in entering this Agreement.

5. Use.

Licensee shall have the right to use the Site solely for the purpose of installing, removing, replacing, maintaining and operating the Equipment, as described more fully in Section 8 below. Licensee acknowledges that NICOR GAS has made no warranty or representation regarding the safety and/or integrity of the Tower or Site. Licensee is solely responsible for determining structural analysis, safety and whether the Site is suitable for its Licensee's purposes. After initial installation by the Licensee, any other licensees to the tower would need to insure no impact to the City's structural analysis. Both parties (and any subsequent additional tenants) agree that any proposed modifications to tower or appurtenances by a potential new licensee that would affect the parameters of City's structural analysis of licensor's tower (Exhibit D) will require a new analysis by the requestor of such modifications at their expense, and any upgrade of the tower structure required to accommodate those modifications would also be at the requestor's expense.

Licensee agrees to, at all times, follow standard safety practices while at the Site and that any work at the Site will be accomplished in a workmanlike manner in accordance with a schedule agreed to by NICOR GAS. Licensee shall at all times, and throughout the term of this Agreement, in each instance obtain approval of from NICOR GAS prior to performing any work at the Site other than emergency maintenance or preventative maintenance limited to Licensee built shelter and shall abide by all NICOR GAS policies regarding access and use of the Site --- for the avoidance of doubt any form of excavation or digging (whether or not performed as part of preventative maintenance or in response to an emergency) shall in each instance require the prior notice to and approval of NICOR GAS. Licensee shall immediately report to NICOR GAS (and at NICOR GAS' direction promptly repair to NICOR GAS' reasonable satisfaction) all damage caused by the installation work, or any use, operation, maintenance, repair or other activities performed in, on or about the Site and Tower by or on behalf of Licensee.

6. Utilities.

Licensee shall be responsible for arranging and providing at Licensee's own cost and expense electrical service to and for use and consumption by Licensee.

7. Compliance with Laws.

Licensee shall comply with all laws, statutes, ordinances, orders, rules and regulations of any governmental authority applicable to its activities contemplated by this Agreement (including, but not limited to, FCC requirements applicable to Licensee's Equipment) (together, "Applicable Laws") and Licensee is responsible to determine and shall obtain, at Licensee's sole cost and expense, any licenses, permits and other approvals required for Licensee's use of the Site. Licensee shall be responsible for compliance with all FCC and/or OSHA radio frequency rules and regulations as they pertain solely to the operation of Licensee's Equipment.

8. Licensee's Equipment.

Licensee shall have the right to install, construct, repair, maintain, operate, remove, replace, at the Site (as set forth / designated in Exhibit A) the communications facilities, an equipment shelter or cabinets,

transmitters, receivers, generators for emergency power supply, radio transmitting and receiving antennas, conduits, utilities, and related equipment and supporting structures as the same are more particularly described on Exhibit B and C (attached hereto and incorporated herein)("Equipment "). Exhibit B shall also include list of frequencies utilized by Licensee.

Following the initial installation of Equipment any replacement, upgrade or otherwise modification to the Equipment and/or the technologies and/or frequencies over which Licensee's Equipment operates requires in each instance the prior written consent of Nicor Gas.

Licensee's Equipment shall be installed and constructed by Licensee at Licensee's sole cost and expense, in a good and workmanlike manner in accordance with specifications set forth in the Exhibits hereto. Title to Licensee's Equipment shall be and remain solely in Licensee. Licensee, at Licensee's sole cost and expense, shall maintain Licensee's Equipment in good order and repair. Licensee shall identify its Equipment with labels permanently affixed thereto and stating Licensee's name and contact phone number. Licensee's coaxial cables shall be labeled at both the top and bottom of the tower structure. Should Licensee fail to so identify its equipment, Licensor shall, in its sole discretion, interrupt Licensee's operations at the Site.

9. Interference.

Licensee shall operate Licensee's Equipment in a manner that will not cause interference to NICOR GAS' operations and other licensees of Site. In the event any such interference occurs, NICOR GAS may require Licensee to immediately power down and/or remove any such equipment believed to be causing such interference (and Licensee shall comply) – alternatively, NICOR GAS may notify Licensee that NICOR GAS has detected interference whereupon Licensee shall take any necessary action immediately to cease such interference (including, without limitation, if required, deactivation of the equipment causing such interference). If such interference does not cease promptly, NICOR GAS shall have the right, in addition to any other rights or remedies under this Agreement or at law or in equity, to terminate this Agreement. NICOR GAS would be required to address and rectify any interference with the City's operation by other future licensees whose equipment is installed after City in an immediate fashion.

10. Termination.

This Agreement may be terminated:

- (i) as expressly provided in other sections of this Agreement.
- (ii) by either Party in the event of either party's failure to perform any of the other covenants, conditions and agreements herein contained and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt of notice in writing from the other party specifying the nature of such failure. In the event that such failure is of such a nature that it cannot be cured within such thirty (30) day period then such failure shall not be deemed a default so long as the breaching Party, after receiving such notice, promptly initiates efforts to cure the failure and diligently pursues such efforts, such additional time not to exceed ninety (90) days.
- (iii) by NICOR GAS upon ten days notice to Licensee if Licensee fails to timely remit any payment by its due date.
- (iv) by NICOR GAS, at any time, upon any action or direction by a governmental regulatory authority with jurisdiction over the activities of NICOR GAS -- or if NICOR GAS believes that such governmental regulatory authority may take such action or direction which would, in NICOR GAS' discretion, prevent or materially hinder NICOR GAS Company from continuing to engage in activities described under this Agreement.
- (v) as otherwise provided herein.

11. Insurance.

Licensee shall maintain, at its sole cost and expense, throughout the term of this Agreement, the following policies of insurance issued by a company with at least an "A" rating from the most recently published A.M. Best and Company Guide and authorized to do business in the State of Illinois:

- a. Commercial general liability insurance, insuring Licensee against liability for personal injury, death or damage to property arising out of the use of the Site (including the Tower) by Licensee. Such insurance shall provide coverage with policy limits of not less than \$5 million in the event of bodily injury or death to one or more persons and in an amount of not less than \$5 million for property damage.
- b. Automobile liability insurance, on an "any auto" basis, with a combined single limit for personal injury and property damage not less than \$2 million.
- c. Workers' compensation insurance, with such limits as are required by law, and employees' liability insurance, with limits not less than \$500,000 per person-injury and \$1 million per occurrence.

Licensee shall provide Licensor with a certificate of insurance, naming Licensor as an additional insured, evidencing that the required insurance is in full effect.

12. Indemnification.

(a) Licensee assumes full responsibility and risk for accessing and utilization of the Site and Tower and agrees to indemnify, defend and hold harmless NICOR GAS, its affiliates and their respective shareholders, officers, directors, managers, employees, agents, successors and assigns (each, an "Indemnitee") from, and hereby releases each Indemnitee from, any and all claims, demands, losses, costs, damages, expenses or liabilities (including reasonable attorneys' fees and related legal expenses) (each, a "Loss") arising from Licensee's or its employee's, subcontractor's or agent's performance or breach of this Agreement or use, access or activities at the Site and Tower, regardless of whether such Loss arose in part from Indemnitee's acts or omissions; provided, however, that Licensee shall not indemnify an Indemnitee for such Losses caused by the sole negligence or willful misconduct of an Indemnitee. Such Losses include, without limitation, claims for damage to or loss of use of property, claims for bodily injury (including death), claims arising from Licensee's or its employee's, subcontractor's or agent's failure or alleged failure to comply with any Applicable Laws, or claims arising from contamination of or adverse effects on the environment.

(b) Licensee shall hold NICOR GAS harmless from and indemnify and defend NICOR GAS against and from (a) any damage, loss, expenses or liability resulting from any violation by LICENSEE or its employees, agents, invitees or contractors of any federal, state or local environmental statute or other law, and (b) the presence, in, on, under or upon the Premises, of any hazardous material (which shall mean any hazardous waste, hazardous substance or toxic substance or material defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq.) introduced by Licensee or its agents, invitees, or contractors. If any spill of hazardous materials occurs at the Site in connection with the Licensee's occupation, Licensee must clean up and dispose of such spill to the satisfaction of NICOR GAS.

(c) Except for indemnification pursuant to this Section, neither Party shall be liable to the other, or any of their respective agents, employees, contractors, or invitees, for any incidental, punitive, indirect, special or consequential damages, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. Liens.

Licensee shall not create or permit to remain, and shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Site that arises from the use or occupancy of the Site by Licensee or

14. Taxes.

15. Representations and Warranties of Licensee.

Licensee hereto hereby represents and warrants to the other NICOR GAS hereto the following:

(i) Licensee is the legal entity described in the preamble to this Agreement and is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation and has the corporate power and authority to enter into and perform its obligations under this Agreement; and

(ii) This Agreement has been duly authorized by all necessary action on the part of Licensee, has been duly executed and delivered by a duly authorized officer or representative of Licensee and constitutes the legal, valid and binding obligation of Licensee enforceable in accordance with its terms.

16. Waiver.

One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent similar act.

17. Removal.

Upon any termination or expiration of this Agreement, Licensee shall have ten days within which to vacate the Site and remove all its Equipment situated thereon. In the event Licensee fails to remove its Equipment (or any portion thereof) within the ten day time period as set forth herein all remaining Equipment will be deemed abandoned. Upon termination or expiration Licensee shall restore the Site (including, for the avoidance of doubt, the Tower) and return same in as good condition and repair as when first received, reasonable wear and tear excepted. If Licensee holds over following the termination or expiration of this Agreement, Licensee shall pay the License Fee at the then existing rate which was in effect immediately prior to the expiration or termination of the Agreement.

18. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given (i) upon actual delivery if delivery is by hand (against receipt), (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or (iii) on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the other Party at the address indicated below, or to any other address as the Parties may designate by notice delivered pursuant to this provision.

LICENSEE: City of Naperville
1350 Aurora Ave
Naperville, IL 60540
Attention: Public Safety IT Manager

With a copy to:

City of Naperville

400 S. Eagle St
Naperville, IL 60540
Attention: Legal Department

NICOR GAS : Nicor Gas Company
 1844 Ferry Road
 Naperville, IL 60563
 Attn: Legal Dept AMI Tower Support

With a copy to:
Nicor Gas Company
1844 Ferry Road
Naperville, IL 60563
Attn: Office of the Senior Vice President, Operations

19. Assignment.

Licensee shall not assign, sublicense or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of NICOR GAS.

20. Miscellaneous.

(a) This Agreement contains all agreements, promises, and understandings between Licensee and NICOR GAS and constitutes the entire agreement between the Parties with respect to the subject matter hereto and supersedes all prior or contemporaneous written, oral, or implied understandings, representations and agreements of the parties relating to the subject matter of this Agreement. All attachments are incorporated by reference. All revisions to this Agreement must be in writing and signed by duly authorized representatives of both Parties. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be continued as if such invalid, illegal, or unenforceable provisions had never been contained herein and shall not terminate and there shall be immediately substituted for such invalid, illegal or unenforceable provision a like, but valid and enforceable, provision which most nearly satisfies and comports with the original intention of the Parties. Notwithstanding anything to the contrary in this Agreement, the provisions of this Agreement relating to indemnification from one party to the other party shall survive any expiration or termination of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the expiration or termination of this Agreement shall also survive such expiration or termination. Time is of the essence of this Agreement.

(b) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, excluding its choice or conflict of law principles.

(c) The parties are and shall be independent contractors and this Agreement shall not be construed to create any relationship of partnership, joint venture or other similar relationship. No failure or delay in exercising any right or remedy shall be a waiver thereof. No waiver shall be effective unless in writing and signed by the party so waiving.

(d) Each Party is permitted to execute this Agreement in multiple counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each party is permitted to deliver this Agreement to the other party by means of delivery of one or more counterpart signature pages via facsimile or other electronic means as an attachment in portable document format (".pdf") or other similar format. Any photographic copy, photocopy or similar reproduction of this Agreement, any Agreement delivered by facsimile or other electronic means, in each case with all signatures reproduced on one or more sets of signatures pages, will be considered as if it were manually executed.

21. Lighting.

In no event shall Licensee's use of the Site, or operation of any of its Equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located at the Site, on the tower or buildings. In the event that such interference does occur Licensor may, but is not obligated to, modify and/or upgrade Licensor's lighting system to eliminate such interference so that the lighting system is in compliance with all FAA and FCC and other regulations and Licensee shall be obligated to reimburse Licensor for all costs incurred by Licensor as a result thereof within 30 days of Licensee's receipt of an invoice therefore.

22. Tower Replace/Removal.

Licensor reserves the right, in its sole discretion, to replace, remove or rebuild the Tower or any portion thereof at any time – in such event Licensor may terminate this Agreement upon ninety days written notice to Licensee.

AGREED as of the Effective Date:

CITY OF NAPERVILLE

Northern Illinois Gas Company d.b.a. Nicor Gas Company

By: _____

By: _____

Name: Doug Krieger

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

EXHIBIT A

Plat / Diagram / Survey of Site (including easement/access) / Tower location / Ground Space location (if applicable)
(see also Exhibit C)

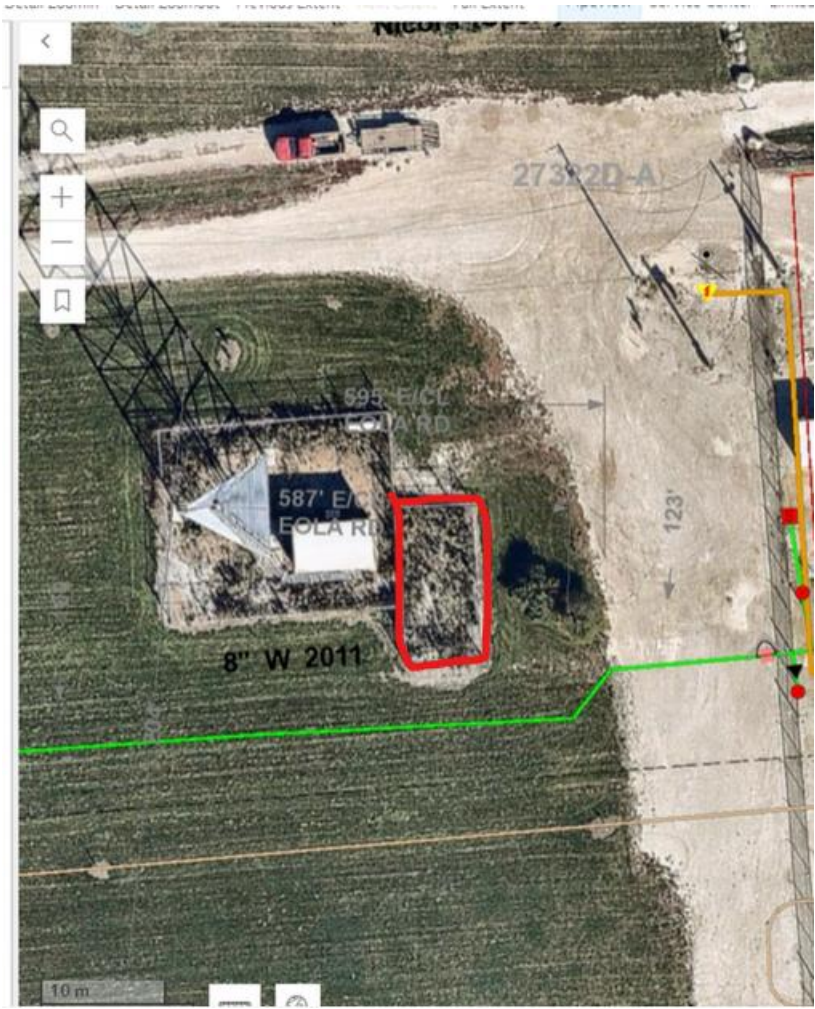


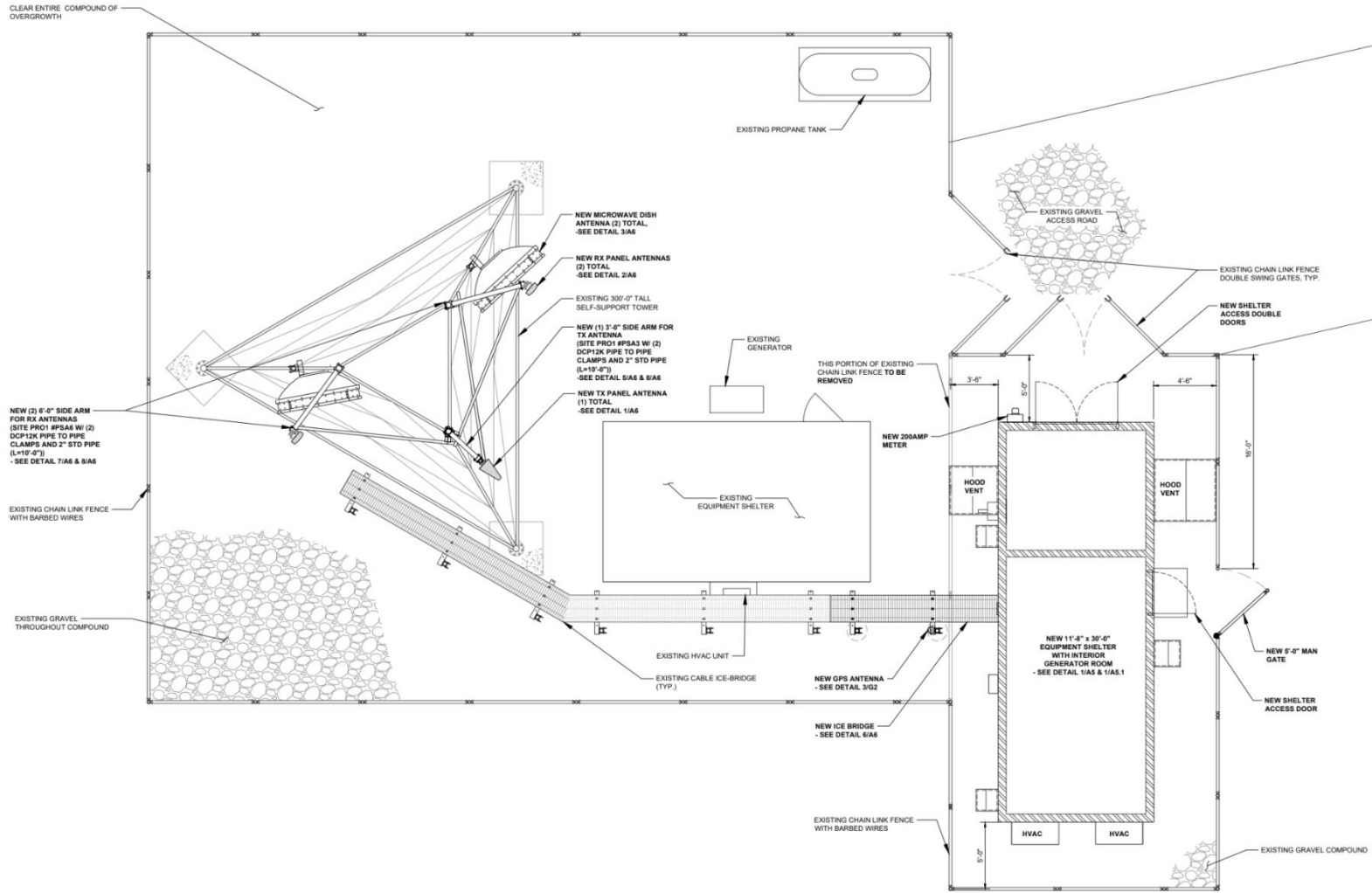
EXHIBIT B

1. ~~4.~~ List / Description of Equipment / Frequencies.

ITEM	Line Size	Antenna Model	Antenna Type	Antenna mount Height Feet	Azimuth
Transmit Antenna	1 1/4"	DS7C15PPAU2D_130	DIRECTIONAL PANEL	220	128
Receive 1 Antenna	7/8"	BPA7496-180-14_2	DIRECTIONAL PANEL	220	128
Receive 2 Antenna	7/8"	BPA7496-180-14_2	DIRECTIONAL PANEL	220	128
Tower Top Amp	1/2"	TTA Box	NA	220	NA
MW to WSWET	EW63	HX6-6W-6WH	MICROWAVE	130	165.71
MW to ESC Twr	EW63	HX6-6W-6WH	MICROWAVE	170	133.8

FCC Ch#	Frequency Transmit	Frequency Receive
18	851.2375	806.2375
47	851.6250	806.6250
91	852.2000	807.2000
163	853.1500	808.1500
203	853.6500	808.6500
298	855.6875	810.6875
351	857.0125	812.0125
391	858.0125	813.0125

2. Site Plan / Construction Drawing / Engineering / Location of Equipment / Location (height on tower if applicable) / Ground Space



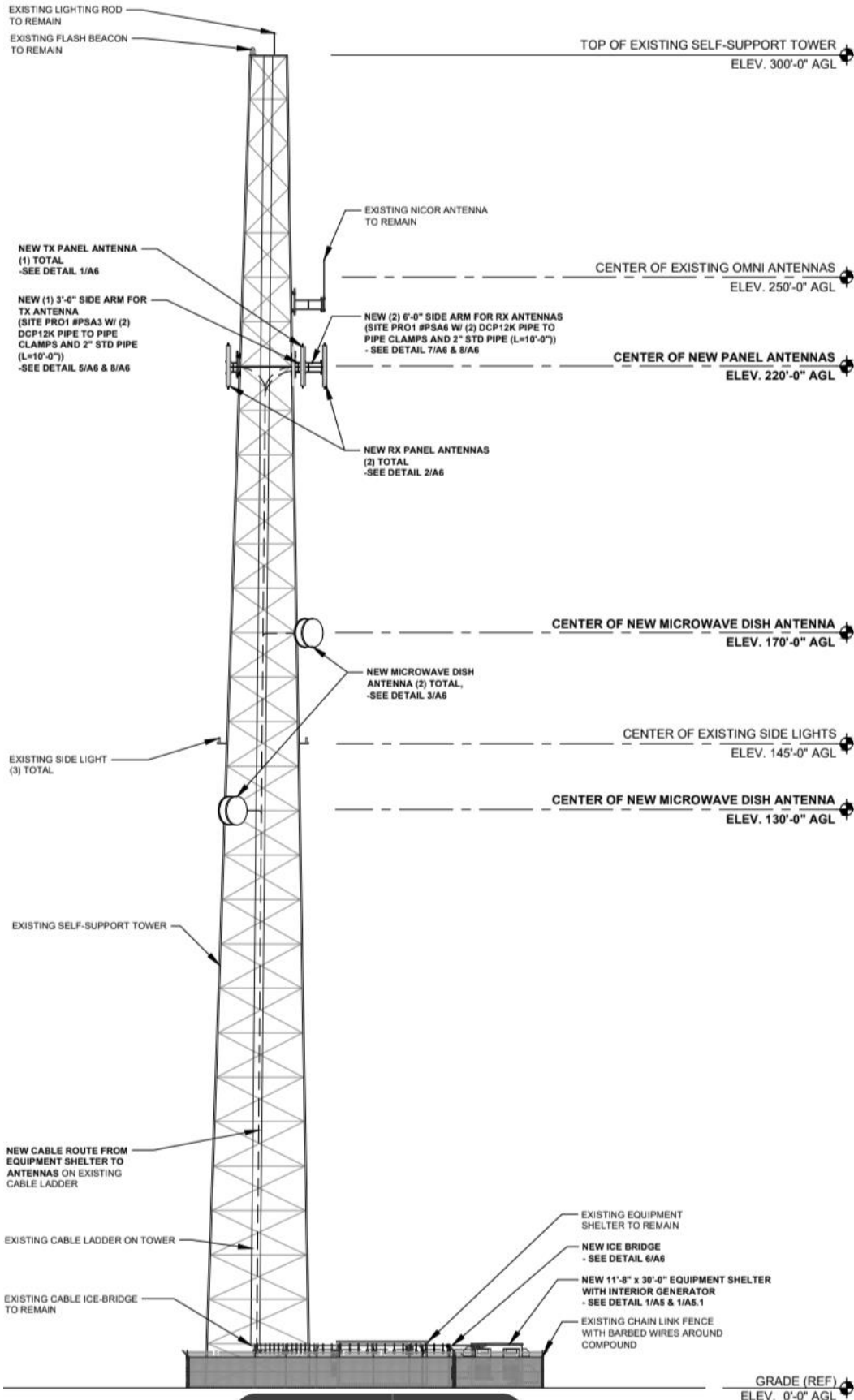


EXHIBIT C



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EXHIBIT D



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