

RESOLUTION NO. 14-1

WHEREAS, Sangamon County is in the process of upgrading its emergency radio communication system; and

WHEREAS, the upgrade includes constructing three new communication towers located in Sangamon County such that the upgraded system will provide reliable communication transmissions throughout the entirety of Sangamon County; and

WHEREAS, the Village of Illiopolis, Bunn-O-Matic Corporation, and BRANDT Agronomic Services, LLC, each own land determined by Sangamon County's contractor as suitable in location and all other respects for the necessary towers, and each is willing to enter into a separate agreement with Sangamon County concerning their land whereby each will provide, for a nominal charge, a small parcel of their land to Sangamon County for it to construct and operate a radio tower and related improvements and equipment necessary for Sangamon County's upgraded emergency radio communication system.

NOW, THEREFORE, BE IT RESOLVED by the members of the Sangamon County Board on this this 7th day of March, 2023, that Sangamon County enter into the agreements attached hereto as Exhibit A (Village of Illiopolis), Exhibit B (Bunn-O-Matic Corporation), and Exhibit C (BRANDT Agronomic Services, LLC) so that the process of upgrading Sangamon County's emergency radio communication system can proceed uninterrupted to completion.

Approved by the Finance Committee March 7, 2023

_____, Chairman

Chairman, Sangamon County Board

ATTEST:

County Clerk

FILED

MAR 03 2023

Don H. King
Sangamon County Clerk

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RESOLUTION EXHIBIT A

FILED

MAR 03 2023

Don J. Hays
Sangamon County Clerk

COMMUNICATION TOWER LEASE AGREEMENT

This Communication Tower Lease Agreement ("Lease") is made and entered into this _____ day of _____, 2023, by and between Sangamon County, Illinois ("County"), and the Village of Illiopolis, Illinois ("Village").

WHEREAS, the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois, 5 ILCS 220/1 et seq., encourage cooperation between units of local government for matters of mutual concern;

WHEREAS, the County is designing a radio communication tower facility.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The above recitals are incorporated into and made part of this Agreement.

2. Premises and Facilities.

a. Village owns a parcel of property ("Property") in Sangamon County, State of Illinois, being a Part of the South Half of the Southeast Quarter of the Southeast Quarter of Section 10, Township 16 North, Range 2 West of the Third Principal Meridian, Sangamon County, Illinois, identified as PIN: 17-10.4-400-003.

b. Village hereby leases to the County an approximately 150 foot by 150 foot portion (the "Leased Premises") of said Property as more specifically identified on Exhibit A attached hereto and made part hereof.

3. Permitted Use.

a. The County shall use the Leased Premises for the construction, maintenance, repair, upgrading, operation, and removal of a radio communication tower facility and related equipment. This permitted use shall include an antennae support structure ("Towers") of a height expected to be approximately 310 feet, antennae, shelters, paving, fencing, lighting, utilities, and all other

equipment and improvements the County deems necessary for the successful operation of a radio communication facility on the Leased Premises. These improvements and operations conducted by the County shall be lawful and in compliance with all applicable laws, orders, ordinances, and regulations of federal, state, and local authorities having jurisdictions.

b. This Lease does not grant to the County any zoning or land use approvals for the uses mentioned herein. The County shall obtain, at its expense, any and all land use and zoning approvals as are necessary for its operations, including but not limited to, permits for buildings, structures, towers, and antennas. Village agrees to cooperate (by signing as property owner for all applications and/or permits that are required by governmental agencies) with the County in making application for and obtaining all licenses, permits, and any and all necessary approvals that may be required for the County's intended use of the Leased Premises.

4. Term.

The term of this Lease shall commence on the date of execution by the parties and shall run for a term of 99 years.

5. Rent and Other Compensation.

The County shall pay rent ("Rent") to Village in the amount of One Dollar (\$1.00) per year, payable annually on the anniversary of the commencement of the Lease. Said payments shall be mailed to Village at the address provided in the Notice section below.

The County shall pay all personal property taxes, leasehold taxes, and other taxes and assessments, if any, assessed on the County improvements to or use of the Leased Premises.

6. Utilities.

The County shall be responsible for the extension of any utilities required to service its improvements on the Leased Premises. Village will cooperate with the County's efforts to obtain such utilities on the Leased Premises. The County shall have the right to install private utilities (including, but not limited to, the installation of emergency power generators), at the County's expense, and to improve the present utilities (if any) on the Leased Premises. The County shall install separate meters for utilities used on the Leased Premises that are purchased from third-party suppliers and shall be solely responsible for the costs of all utilities provided to the Leased Premises.

7. Waiver of Liability/Indemnity.

a. Village shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the County's construction, maintenance, repair, use, operation, condition or dismantling of the County's improvements or equipment on the Leased Premises, except that the Village will be liable to the extent that any such injury or damage is due to the negligence or intentional acts of the Village, its employees, agents or independent contractors.

b. The County shall defend, indemnify, and hold harmless Village, its mayor, trustees, officers, agents, attorneys, employees, successors, and assigns, from any and all claims, costs, lawsuits (including but not limited to reasonable attorneys fees), damages, actions, or liability whatsoever which may arise from the County's use of the Leased Premises. Such claims shall include radio, television, or microwave interference, antitrust violations and anticompetitive acts, liability due to falling objects such as antennas, attachments of equipment and lines on or near the Leased Premises. This obligation shall survive expiration or termination of this Lease.

c. Each party shall give the other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this Section. Nothing herein shall be deemed to prevent the County from cooperating with Village and participating in the defense of any litigation by the County's own counsel at the County's sole expense.

d. Except for indemnification provided for above, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

e. The preceding provisions are solely for the purpose of allocating risk and liability between the parties to this agreement.

8. Intentionally blank.

9. Breach.

a. In the event the County shall violate any term or condition of this Lease, Village may give notice in writing to the County to cease the violation and comply with the terms of this Lease. If the County fails to cease the violation and comply within thirty (30) days of receipt of such written notice, Village may terminate this Lease agreement and reenter the Leased Premises upon prior written notice to the County. Upon termination of this Lease, the County shall return the Leased Premises to Village to its pre-lease condition, except that materials placed under the surface of the Leased Premises to facilitate the County's use of the Leased Premises need only be removed to a depth of three feet to allow for pre-lease farming operations to resume. Village's failure to use remedies provided herein shall not constitute a waiver. Village may not maintain any action or

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obtain any remedies for default against the County unless and until the County has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by Village with respect to any of the provisions of this Lease, the County shall give Village written notice of such breach. After receipt of such notice, Village shall have thirty (30) days in which to cure any such breach. The County's failure to use remedies provided herein shall not constitute a waiver. The County may not maintain any action or obtain any remedies for default against Village unless and until Village has failed to cure the breach within the time periods provided in this Paragraph.

10. Notice.

Any notice required to be given under this Lease shall be deemed given three (3) days subsequent to deposit of such notice(s), properly addressed, in the United States mail, postage prepaid, sent by registered or certified mail, return receipt requested, by a nationally recognized courier, or by electronic mail service to the following addresses:

If to Village:

Village of Illiopolis
Attn: Mayor
302 5th Street
Illiopolis, IL 62539
Email: illiopolismayor@comcast.net

If to County:

Sangamon County
County Complex
Attn: County Administrator
200 South Ninth Street
Springfield, IL 62701
Email: county@sangamonil.gov

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11. Ownership and Removal of Improvements.

All buildings, landscaping, and all other improvements and equipment constructed, installed, or placed on the Leased Premises by the County shall at all times remain the property of the County. Within ninety (90) days of the expiration or termination of this Lease, the County shall remove all improvements and equipment from the Leased Premises and restore the Leased Premises to its pre-lease condition.

12. Hazardous Substances.

Village represents and warrants that to the best of Village's knowledge, it has no knowledge of any substance, chemical, or waste (hereafter called "Hazardous Substance") on the Leased Premises that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. The County shall not introduce any such Hazardous Substance on the Leased Premises in violation of any applicable law. The County represents, warrants and agrees that its use of the Leased Premises shall be in compliance with all applicable state and federal environmental laws. The County will be solely responsible for and shall defend, indemnify, and hold Village, its mayor, trustees, officers, agents, employees, successors and assigns, harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the introduction by the County to the Leased Premises of such Hazardous Substance(s). Village will be solely responsible for and will defend, indemnify, and hold the County, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Leased Premises with respect to Hazardous Substances from any and all sources other than those

Hazardous Substances introduced to the Leased Premises by the County. The obligations of this Section shall survive the expiration or other termination of this Lease.

13. Assignment; Sublease.

The County shall not assign or transfer this Lease or sublet all or any portion of the Leased Premises, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation; nor shall title thereto, either legal or equitable, or any right or property interest therein pass to or vest in any entity without the prior written consent of Village, which shall not be unreasonably withheld, conditioned or delayed. Any such assignment, transfer, or sublet shall make this Lease subject to cancellation unless, and until Village shall have consented thereto. Notwithstanding the foregoing, this Lease shall not be assigned or sublet if the County is in violation of any provision thereof.

14. Venue.

In the event of suit to enforce the terms and conditions of this Lease, the exclusive venue shall be in the Sangamon County Circuit Court of Illinois. This Lease shall be construed under the laws of Illinois.

15. Successors and Assigns.

This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

16. Liens.

The County shall not cause or allow any lien to attach to the Leased Premises or any of Village's adjacent property.

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17. County's Right to Terminate.

The County may terminate this Lease at any time and for any reason upon three (3) months written notice to Village.

18. Village's Right of Entry.

Village, its employees, independent contractors and agents, may enter the Leased Premises (excluding the interior of any equipment shelter and any portion of the tower above ground level, unless accompanied by a representative of the County) upon twenty-four (24) hours prior written notice to the County for the purpose of conducting inspections for compliance with this Lease; provided, however, that in no event will Village modify, remove, relocate or otherwise tamper with the County's improvements or equipment. In the event of an emergency, Village, its employees, independent contractors and agents, may enter the Leased Premises without notice to the County. Village shall be liable for any damage to the County's improvements and equipment caused by Village.

19. Maintenance and Security.

The County shall be solely responsible for maintenance and security of the improvements and equipment placed upon the Leased Premises.

The County shall, at its own expense, maintain the Leased Premises and the improvements and equipment it places there in a safe condition and in good repair. Additionally, the County shall keep the Leased Premises free of debris and anything of a dangerous, noxious, or offensive in nature or which would create a hazard. In the manner customary to such facilities in the area, the County shall keep the grass mowed and any shrubbery and trees trimmed. The County shall have the exclusive responsibility for the security of its improvements and equipment located on the Leased Premises.

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20. Warranty of Title and Quiet Enjoyment.

Village warrants that: (i) it owns the Property, including the Leased Premises, in fee simple and the Leased Premises is free and clear of all liens, encumbrances, and restrictions affecting the County's use; (ii) Village has full right to make and perform this Lease; and (iii) the County may peacefully and quietly enjoy the Leased Premises subject to this Lease. If Village sells, transfers, hypothecates or encumbers all or any portion of the Leased Premises, any such sale, transfer, hypothecation or encumbrance of all or any portion of the Leased Premises shall be made subject to the terms, provisions, and conditions of this Lease.

21. Holding Over.

Any holding over after the expiration of the term hereof, with the consent of Village, shall be construed to be a tenancy from month to month.

22. Acceptance of Leased Premises.

By taking possession of the Leased Premises, the County accepts the Leased Premises in the condition existing as of the inception of this Lease. Village makes no representation or warranty with respect to the condition of the Leased Premises.

23. Estoppel.

The County shall promptly, upon written request by Village, deliver to Village an estoppel statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the statement knows, Village is not in default under any provisions of the Lease; and (d) such other factual matters as Village may reasonably request.

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24. Whole Agreement.

This Lease contains the whole and entire agreement between the parties. The parties have each read this Lease, understand its contents, and have had the opportunity to consult with their respective attorneys regarding its terms.

25. Non-Waiver.

Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of their respective rights hereunder shall not waive such rights, but such party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by the County to Village after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

26. Miscellaneous.

a. Village and the County represent that each, respectively, has the full right, power and authority to execute this Lease.

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

VILLAGE OF ILLIOPOLIS, ILLINOIS,

Lessor

By: _____

Its: Mayor

SANGAMON COUNTY,

Lessee

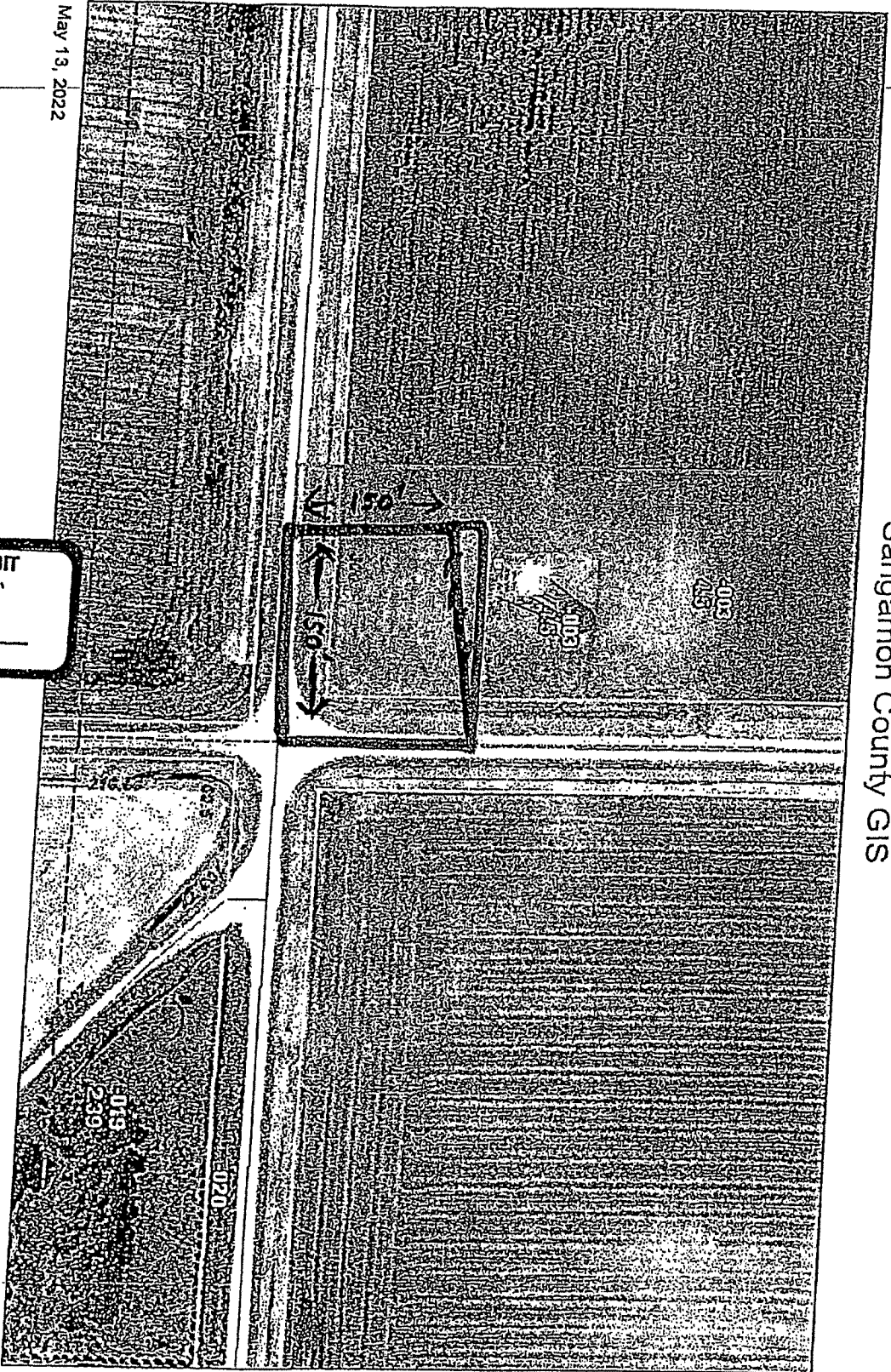
By: _____

Its: _____

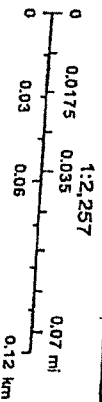
1413

Sangamon County GIS

May 13, 2022



ALL-STATE LEGALS
 EXHIBIT
 "A"
 A



Parcel Number: 1710440003
 Copyright 2022

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RESOLUTION EXHIBIT B

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COMMUNICATION TOWER LEASE AGREEMENT

This Communication Tower Lease Agreement ("Lease") is made and entered into this _____ day of _____, 2023, by and between Sangamon County, Illinois ("County"), and Bunn-O-Matic Corporation ("Bunn").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Premises and Facilities.

a. Bunn owns a parcel of property ("Property") in Sangamon County, State of Illinois, being a Part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, identified as PIN: 13-18-200-012.

b. Bunn hereby leases to the County an approximately 90 foot by 90 foot portion (the "Leased Premises") of said Property as more specifically identified and described on the boundary survey attached hereto as Exhibit A.

2. Permitted Use.

a. The County shall use the Leased Premises for the construction, maintenance, repair, upgrading, operation, and removal of a radio communication tower facility and related equipment. This permitted use shall include an antennae support structure ("Towers") of a height expected to be approximately 310 feet, antennae, shelters, paving, fencing, lighting, utilities, and all other equipment and improvements the County deems necessary for the successful operation of a radio communication facility on the Leased Premises. These improvements and operations conducted by the County shall be lawful and in compliance with all applicable laws, orders, ordinances, and regulations of federal, state, and local authorities having jurisdictions.

(4-16)

b. This Lease does not grant to the County any zoning or land use approvals for the uses mentioned herein. The County shall obtain, at its expense, any and all land use and zoning approvals as are necessary for its operations, including, but not limited to, permits for buildings, structures, towers, and antennas. Bunn agrees to cooperate (by signing as property owner for all applications and/or permits that are required by governmental agencies) with the County in making application for and obtaining all licenses, permits, and any and all necessary approvals that may be required for the County's intended use of the Leased Premises.

3. Term.

The term of this Lease shall commence on the date of execution by the parties and shall run for a term of 99 years.

4. Rent and Other Compensation.

The County shall pay rent ("Rent") to Bunn in the amount of One Dollar (\$1.00) per year, payable annually on the anniversary of the commencement of the Lease. Said payments shall be mailed to Bunn at the address provided in the Notice section below.

The County shall pay all personal property taxes, leasehold taxes, and other taxes and assessments, if any, assessed on the County improvements to or use of the Leased Premises.

5. Access Easement.

By separate agreement, the Pleasant Plains Rural Fire Protection District, which owns the parcel to the south of the Leased Premises, identified as PIN: 13-18-200-014, has granted the County an access easement for ingress and egress, and extension of utilities, to the Leased Premises. Such access shall be the exclusive means of access to the Leased Premises.

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6. Utilities.

The County shall be responsible for the extension of any utilities required to service its improvements on the Leased Premises. Bunn will cooperate with the County's efforts to obtain such utilities on the Leased Premises. The County shall have the right to install private utilities (including, but not limited to, the installation of emergency power generators), at the County's expense, and to improve the present utilities (if any) on the Leased Premises. The County shall install separate meters for utilities used on the Leased Premises that are purchased from third-party suppliers and shall be solely responsible for the costs of all utilities provided to the Leased Premises.

7. Waiver of Liability/Indemnity.

a. Bunn shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the County's construction, maintenance, repair, use, operation, condition or dismantling of the County's improvements or equipment on the Leased Premises, except that the Bunn will be liable to the extent that any such injury or damage is due to the negligence or intentional acts of Bunn, its employees, agents or independent contractors.

b. The County shall defend, indemnify, and hold harmless Bunn, its officers, agents, employees, from any and all claims, costs, lawsuits (including but not limited to reasonable attorneys fees), damages, actions, or liability whatsoever which may arise from the County's use of the Leased Premises. Such claims shall include radio, television, or microwave interference, antitrust violations and anticompetitive acts, liability due to falling objects such as antennas, attachments of equipment and lines on or near the Leased Premises. This obligation shall survive expiration or termination of this Lease.

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c. Each party shall give the other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this Section. Nothing herein shall be deemed to prevent the County from cooperating with Bunn and participating in the defense of any litigation by the County's own counsel at the County's sole expense.

d. Except for indemnification provided for above, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

e. The preceding provisions are solely for the purpose of allocating risk and liability between the parties to this agreement.

8. Intentionally blank.

9. Breach.

a. In the event the County shall violate any term or condition of this Lease, Bunn may give notice in writing to the County to cease the violation and comply with the terms of this Lease. If the County fails to cease the violation and comply within thirty (30) days of receipt of such written notice, Bunn may terminate this Lease agreement and reenter the Leased Premises upon prior written notice to the County. Upon termination of this Lease, the County shall return the Leased Premises to Bunn to its pre-lease condition, except that materials placed below the surface of the Leased Premises to facilitate the County's use of the Leased Premises need only be removed to a depth of three feet to allow pre-lease operations to resume. Bunn's failure to use remedies provided herein shall not constitute a waiver. Bunn may not maintain any action or obtain any remedies for default

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against the County unless and until the County has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by Bunn with respect to any of the provisions of this Lease, the County shall give Bunn written notice of such breach. After receipt of such notice, Bunn shall have thirty (30) days in which to cure any such breach. The County's failure to use remedies provided herein shall not constitute a waiver. The County may not maintain any action or obtain any remedies for default against Bunn unless and until Bunn has failed to cure the breach within the time periods provided in this Paragraph.

10. Notice.

Any notice required to be given under this Lease shall be deemed given three (3) days subsequent to deposit of such notice(s), properly addressed, in the United States mail, postage prepaid, sent by registered or certified mail, return receipt requested, or by a nationally recognized courier service to the following addresses:

If to Bunn:

Bunn-O-Matic Corporation
Attn: Scott Lee
5020 Ash Grove Drive
Springfield, IL 62711

If to County:

Sangamon County
County Complex
Attn: County Administrator
200 South Ninth Street
Springfield, IL 62701

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11. Ownership and Removal of Improvements.

All buildings, landscaping, and all other improvements and equipment constructed, installed, or placed on the Leased Premises by the County shall at all times remain the property of the County. Within ninety (90) days of the expiration or termination of this Lease, the County shall remove all improvements and equipment from the Leased Premises and restore the Leased Premises to its pre-lease condition.

12. Hazardous Substances.

Bunn represents and warrants that it has no knowledge of any substance, chemical, or waste (hereafter called "Hazardous Substance") on the Leased Premises that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. The County shall not introduce any such Hazardous Substance on the Leased Premises in violation of any applicable law. The County represents, warrants and agrees that its use of the Leased Premises shall be in compliance with all applicable state and federal environmental laws. The County will be solely responsible for and shall defend, indemnify, and hold Bunn, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the introduction by the County to the Leased Premises of such Hazardous Substance(s). Bunn will be solely responsible for and will defend, indemnify, and hold the County, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Leased Premises with respect to Hazardous Substances from any and all sources other than those Hazardous Substances introduced to the Leased Premises by the County.

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The obligations of this Section shall survive the expiration or other termination of this Lease.

13. Assignment; Sublease.

The County shall not assign or transfer this Lease or sublet all or any portion of the Leased Premises, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation; nor shall title thereto, either legal or equitable, or any right or property interest therein pass to or vest in any entity without the prior written consent of Bunn, which shall not be unreasonably withheld, conditioned or delayed. Any such assignment, transfer, or sublet shall make this Lease subject to cancellation unless, and until Bunn shall have consented thereto. Notwithstanding the foregoing, this Lease shall not be assigned or sublet if the County is in violation of any provision thereof.

14. Venue.

In the event of suit to enforce the terms and conditions of this Lease, the exclusive venue shall be in the Sangamon County Circuit Court of Illinois. This Lease shall be construed under the laws of Illinois.

15. Successors and Assigns.

This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

16. Liens.

The County shall not cause or allow any lien to attach to the Leased Premises or any of Bunn's adjacent property.

17. County's Right to Terminate.

The County may terminate this Lease at any time and for any reason upon three (3) months

written notice to Bunn.

18. Bunn's Right of Entry.

Bunn's agents may enter the Leased Premises (excluding the interior of any equipment shelter and any portion of the tower above ground level, unless accompanied by a representative of the County) upon twenty-four (24) hours prior written notice to the County for the purpose of conducting inspections for compliance with this Lease; provided, however, that in no event will Bunn modify, remove, relocate, or otherwise tamper with the County's improvements or equipment. In the event of an emergency, Bunn's agents may enter the Leased Premises without notice to the County. Bunn shall be liable for any damage to the County's improvements and equipment caused by Bunn.

19. Maintenance and Security.

The County shall be solely responsible for maintenance and security of the improvements and equipment placed upon the Leased Premises.

The County shall, at its own expense, maintain the Leased Premises and the improvements and equipment it places there in a safe condition and in good repair. Additionally, the County shall keep the Leased Premises free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard. In the manner customary to such facilities in the area, the County shall keep the grass mowed and any shrubbery and trees trimmed. The County shall have the exclusive responsibility for the security of its improvements and equipment located on the Leased Premises.

20. Warranty of Title and Quiet Enjoyment.

Bunn warrants that: (i) it owns the Property, including the Leased Premises, in fee simple and the Leased Premises is free and clear of all liens, encumbrances, and restrictions affecting the

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County's use; (ii) Bunn has full right to make and perform this Lease; and (iii) the County may peacefully and quietly enjoy the Leased Premises subject to this Lease. If Bunn sells, transfers, hypothecates, or encumbers all or any portion of the Leased Premises, any such sale, transfer, hypothecation, or encumbrance of all or any portion of the Leased Premises shall be made subject to the terms, provisions, and conditions of this Lease.

21. Holding Over.

Any holding over after the expiration of the term hereof, with the consent of Bunn, shall be construed to be a tenancy from month to month.

22. Acceptance of Leased Premises.

By taking possession of the Leased Premises, the County accepts the Leased Premises in the condition existing as of the inception of this Lease. Bunn makes no representation or warranty with respect to the condition of the Leased Premises.

23. Estoppel.

The County shall promptly, upon written request by Bunn, deliver to Bunn an estoppel statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the statement knows, Bunn is not in default under any provisions of the Lease; and (d) such other factual matters as Bunn may reasonably request.

24. Whole Agreement.

This Lease contains the whole and entire agreement between the parties. The parties have each read this Lease, understand its contents, and have had the opportunity to consult with their

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respective attorneys regarding its terms.

25. Non-Waiver.

Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of their respective rights hereunder shall not waive such rights, but such party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by the County to Bunn after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

26. Miscellaneous.

a. Bunn and the County represent that each, respectively, has the full right, power, and authority to execute this Lease.

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

BUNN-O-MATIC CORPORATION,

Lessor

By: _____

Its: _____

SANGAMON COUNTY,

Lessee

By: _____

Its: _____

334630

1425

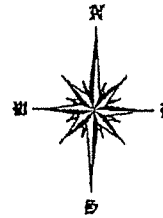
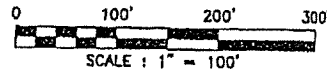
PREPARED FOR
 PLEASANT PLAINS RURAL FIRE
 PROTECTION DISTRICT
 611 Buckeye Road (PO box 290)
 Pleasant Plains IL 62677
 OWNER:
 BUNN-O-MATIC CORP.
 1400 STEVENSON DR.
 SPRINGFIELD IL 62703-4291
 217-529-6601
 SURVEY PLAT - Gardner TWP
 T16N-R6W-3rd PM

BOUNDARY SURVEY

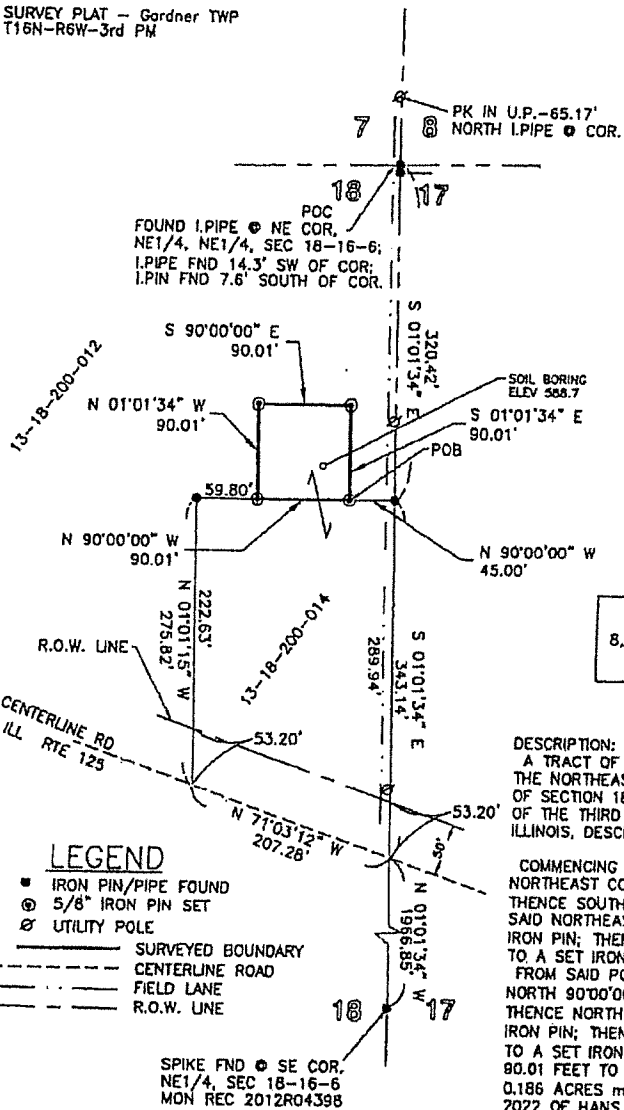
A TRACT OF LAND LYING IN AND BEING A
 PART OF NORTHEAST QUARTER OF THE
 NORTHEAST QUARTER OF SECTION 18,
 TOWNSHIP 16 NORTH, RANGE 6 WEST OF THE
 THIRD P.M., SANGAMON COUNTY, ILLINOIS.

RECORDING:

SSCRPC TRACT SURVEY APPROVAL



SURVEYED AREA=
 8,101.3 +/- Sq. Feet
 0.186 +/- Acres



DESCRIPTION:
 A TRACT OF LAND LYING IN AND BEING A PART OF
 THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER
 OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 6 WEST
 OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY,
 ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE
 NORTHEAST CORNER OF SAID NORTHEAST QUARTER;
 THENCE SOUTH 01°01'34" EAST ON THE EAST LINE OF
 SAID NORTHEAST QUARTER, 320.42 FEET TO A FOUND
 IRON PIN; THENCE NORTH 90°00'00" WEST, 45.00 FEET
 TO A SET IRON PIN MARKING THE POINT OF BEGINNING;
 FROM SAID POINT OF BEGINNING; THENCE CONTINUING
 NORTH 90°00'00" WEST, 90.01 FEET TO A SET IRON PIN;
 THENCE NORTH 01°01'34" WEST, 90.01 FEET TO A SET
 IRON PIN; THENCE SOUTH 90°00'00" EAST, 90.01 FEET
 TO A SET IRON PIN; THENCE SOUTH 01°01'34" EAST,
 90.01 FEET TO THE POINT OF BEGINNING, CONTAINING
 0.186 ACRES m/l; ALL AS PER SURVEY IN OCTOBER OF
 2022 OF HANS B. DISTLEHORST, ILLINOIS PROFESSIONAL
 LAND SURVEYOR #35-3271.

- LEGEND**
- IRON PIN/PIPE FOUND
 - ⊙ 5/8" IRON PIN SET
 - ⊕ UTILITY POLE
 - SURVEYED BOUNDARY
 - - - CENTERLINE ROAD
 - · · FIELD LANE
 - - - R.O.W. LINE

NOTES:
 THIS PROFESSIONAL SERVICE CONFORMS TO THE
 CURRENT ILLINOIS MINIMUM STANDARDS FOR A
 BOUNDARY SURVEY.
 FIELD WORK COMPLETED October 27, 2022.

NO TITLE SEARCH WAS PROVIDED TO OR PERFORMED
 BY THE SURVEYOR FOR THIS SURVEY WHICH MAY
 DISCLOSE ANY RECORDS OF EASEMENTS, RIGHT OF
 WAYS, ENCUMBRANCES, OR OTHER FACTS RELATED TO
 THIS PROPERTY.

BASIS OF BEARING: NAD83(2011) IL WEST-OPUS
 DERIVED.
 THE ABOVE DESCRIBED IS LOCATED IN ZONE X map
 #17167C0225F DATED 8-2-2007.

Hans B. Distlehorst
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3271
 LICENSE EXPIRES NOVEMBER 30, 2022
 EMAIL hdistlehorst@ktanqr.com



KUHN & TRELLO
 Consulting Engineers, LLC
 109 NORTH 7TH Street, 3RD FLOOR
 Springfield, IL 62701 (217)670-0044
 Professional Design Firm No. 184-006516
 Land Surveyor: Hans B. Distlehorst 217-652-6772
 Drawn by: HRD Date: 10-28-2022
 Job No.: 22100.051 Sheet: 1 of 1

EXHIBIT
A

I:\SURVEY\2022\22100.051_PleasantPlainsRuralFireProtectionDistrict\16-6.dwg, 10/20/2022 10:45:34 AM, I:\KTSERVER\JF_ARCH\051_1100

RESOLUTION EXHIBIT C

1427

COMMUNICATION TOWER LEASE AND EASEMENT AGREEMENT

This Communication Tower Lease and Easement Agreement ("CTLEA") is made and entered into this _____ day of _____, 2023, by and between Sangamon County, Illinois ("County"), and BRANDT Agronomic Services, LLC, an Illinois limited liability company ("BRANDT").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Premises and Facilities.
 - a. BRANDT owns a parcel of property ("Property") in Sangamon County, State of Illinois, identified and described as set forth in Exhibit A attached hereto.
 - b. BRANDT hereby leases to the County an approximately 100 foot by 100 foot portion (the "Leased Premises") of said Property as depicted on Exhibit B attached hereto.
 - c. BRANDT hereby grants a non-exclusive easement over the Property, excepting the Leased Premises, to allow ingress and egress to the Leased Premises for the Permitted Use (*see* ¶ 2) and the extension and provision of necessary utilities to the Leased Premises for such Permitted Use.
2. Permitted Use.
 - a. The County shall use the Leased Premises for the construction, maintenance, repair, upgrading, operation, and removal of a radio communication tower facility and related equipment. This permitted use shall include an antennae support structure(s) ("Tower(s)") of a height expected to be approximately 210 feet, antennae, shelters, paving, fencing, lighting, utilities, and all other equipment and improvements the County deems necessary for the successful operation of a radio communication facility on the Leased Premises. These improvements and operations conducted

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by the County shall be lawful and in compliance with all applicable laws, orders, ordinances, and regulations of federal, state, and local authorities having jurisdictions.

b. This CTLEA does not grant to the County any zoning or land use approvals for the uses mentioned herein. The County shall obtain, at its expense, any and all land use and zoning approvals as are necessary for its operations, including, but not limited to, permits for buildings, structures, towers, and antennas. BRANDT agrees to cooperate (by signing as property owner for all applications and/or permits that are required by governmental agencies) with the County in making application for and obtaining all licenses, permits, and any and all necessary approvals that may be required for the County's intended use of the Leased Premises.

3. Term.

The term of this CTLEA shall commence on the date of execution by the parties and shall run for a term of 99 years.

4. Rent and Other Compensation.

The County shall pay rent ("Rent") to BRANDT in the amount of One Dollar (\$1.00) per year, payable annually on the anniversary of the commencement of this CTLEA. Said payments shall be mailed to BRANDT at the address provided in the Notice section below.

The County shall pay all personal property taxes, leasehold taxes, and other taxes and assessments, if any, assessed on the County improvements to or use of the Leased Premises.

At any time during this CTLEA's term, it is the County's intent, at BRANDT's request, to enter into a separate, written agreement with BRANDT to allow BRANDT to install a repeater and/or antennae for BRANDT business purposes ("BRANDT equipment") on the Tower(s) the County constructs on the Leased Premises. The County intends this separate agreement to include terms commonly found in such agreements in addition to the following terms: (a) termination at

the time this CTLEA terminates; (b) BRANDT shall not pay compensation to the County for the rights granted; (c) all costs, expenses, and risks related to the installation, operation, existence, maintenance, and removal of the BRANDT equipment to be borne by BRANDT; and (d) the installation, operation, existence, maintenance, and removal of the BRANDT equipment will not interfere with the installation, operation, existence, maintenance, and removal of the items the County places on the Leased Premises in order to engage in the Permitted Use, including, and most importantly, the successful operation of a radio communication facility on the Lease Premises. The aforementioned intended agreement is not binding on the parties; it is only an expression of intent until the parties agree upon and execute a formal written agreement concerning the BRANDT equipment's installation on the County Tower(s).

5. Intentionally blank.

6. Utilities.

The County shall be responsible for the extension of any utilities required to service its improvements on the Leased Premises. BRANDT will cooperate with the County's efforts to obtain such utilities for the Leased Premises. The County shall have the right to install private utilities (including, but not limited to, the installation of emergency power generators), at the County's expense, and to improve the present utilities (if any) to service the Leased Premises. The County shall install separate meters for utilities used on the Leased Premises that are purchased from third-party suppliers and shall be solely responsible for the costs of all utilities provided to the Leased Premises.

7. Waiver of Liability/Indemnity.

a. BRANDT shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the County's construction,

maintenance, repair, use, operation, condition or dismantling of the County's improvements or equipment on the Leased Premises and the Easement, except that the BRANDT will be liable to the extent that any such injury or damage is due to the willful negligence or intentional acts of BRANDT, its employees, agents or independent contractors.

b. The County shall defend, indemnify, and hold harmless BRANDT, its officers, agents, employees, from any and all claims, costs, lawsuits (including but not limited to reasonable attorneys fees), damages, actions, or liability whatsoever which may arise from the County's use of the Leased Premises and Easement. Such claims shall include radio, television, or microwave interference, antitrust violations and anticompetitive acts, liability due to falling objects such as antennas, attachments of equipment and lines on or near the Leased Premises. This obligation shall survive expiration or termination of this CTLEA.

c. Each party shall give the other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this Section. Nothing herein shall be deemed to prevent the County from cooperating with BRANDT and participating in the defense of any litigation by the County's own counsel at the County's sole expense.

d. Except for indemnification provided for above, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

e. The preceding provisions are solely for the purpose of allocating risk and liability between the parties to this agreement.

8. Intentionally blank.

9. Breach.

a. In the event the County shall violate any term or condition of this CTLEA, BRANDT may give notice in writing to the County to cease the violation and comply with the terms of this CTLEA. If the County fails to cease the violation and comply within thirty (30) days of receipt of such written notice, BRANDT may terminate this CTLEA and reenter the Leased Premises upon prior written notice to the County. Upon termination of this CTLEA, the County shall return the Leased Premises and Easement to BRANDT to its pre-lease condition, except that materials placed below the surface of the Leased Premises and Easement to facilitate the County's use of the Leased Premises need only be removed to a depth of three feet to allow pre-lease operations to resume. BRANDT's failure to use remedies provided herein shall not constitute a waiver. BRANDT may not maintain any action or obtain any remedies for default against the County unless and until the County has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by BRANDT with respect to any of the provisions of this CTLEA, the County shall give BRANDT written notice of such breach. After receipt of such notice, BRANDT shall have thirty (30) days in which to cure any such breach. The County's failure to use remedies provided herein shall not constitute a waiver. The County may not maintain any action or obtain any remedies for default against BRANDT unless and until BRANDT has failed to cure the breach within the time periods provided in this Paragraph.

10. Notice.

Any notice required to be given under this CTLEA shall be deemed given three (3) days subsequent to deposit of such notice(s), properly addressed, in the United States mail, postage

prepaid, sent by registered or certified mail, return receipt requested, or by a nationally recognized courier service to the following addresses:

If to BRANDT:

BRANDT Agronomic Services, LLC
Attn: John Allen, Vice President
2935 S. Koke Mill Road
Springfield, IL 62711

And

BRANDT Agronomic Services, LLC
Attn: Legal Department
2935 S. Koke Mill Road
Springfield, IL 62711

If to County:

Sangamon County
County Complex
Attn: County Administrator
200 South Ninth Street
Springfield, IL 62701

11. Ownership and Removal of Improvements.

All buildings, landscaping, and all other improvements and equipment constructed, installed, or placed on the Leased Premises and Easement by the County shall at all times remain the property of the County. Within ninety (90) days of the expiration or termination of this CTLEA, the County shall remove all improvements and equipment from the Leased Premises and restore the Leased Premises and Easement to their pre-lease condition as required by Paragraph 9a.

12. Hazardous Substances.

BRANDT represents and warrants that it has no knowledge of any substance, chemical, or waste (hereafter called "Hazardous Substance") on the Leased Premises and Easement that is

identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. The County shall not introduce any such Hazardous Substance on the Leased Premises and Easement in violation of any applicable law. The County represents, warrants and agrees that its use of the Leased Premises and Easement shall be in compliance with all applicable state and federal environmental laws. The County will be solely responsible for and shall defend, indemnify, and hold BRANDT, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the cleanup or restoration of the Leased Premises and Easement associated with the introduction by the County to the Leased Premises and Easement of such Hazardous Substance(s). BRANDT will be solely responsible for and will defend, indemnify, and hold the County, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Leased Premises and Easement with respect to Hazardous Substances from any and all sources other than those Hazardous Substances introduced to the Leased Premises and Easement by BRANDT. The obligations of this Section shall survive the expiration or other termination of this CTLEA.

13. Assignment; Sublease.

The County shall not assign or transfer this CTLEA or sublet all or any portion of the Leased Premises, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation; nor shall title thereto, either legal or equitable, or any right or property interest therein pass to or vest in any entity without the prior written consent of BRANDT, which shall not be unreasonably withheld, conditioned or delayed. Any such assignment, transfer, or sublet shall make this CTLEA subject to cancellation unless and until BRANDT shall have consented thereto.

Notwithstanding the foregoing, this CTLEA shall not be assigned or sublet if the County is in violation of any provision thereof.

14. Venue.

In the event of suit to enforce the terms and conditions of this CTLEA, the exclusive venue shall be in the Sangamon County Circuit Court of Illinois. This CTLEA shall be construed under the laws of Illinois.

15. Successors and Assigns.

This CTLEA shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

16. Liens.

The County shall not cause or allow any lien to attach to the Leased Premises and Easement or any of BRANDT's adjacent property.

17. County's Right to Terminate.

The County may terminate this CTLEA at any time and for any reason upon three (3) months written notice to BRANDT.

18. BRANDT's Right of Entry.

BRANDT's agents may enter the Leased Premises (excluding the interior of any equipment shelter and any portion of the tower above ground level, unless accompanied by a representative of the County), upon twenty-four (24) hours prior written notice to the County for the purpose of conducting inspections for compliance with this CTLEA; provided, however, that in no event will BRANDT modify, remove, relocate, or otherwise tamper with the County's improvements or equipment. In the event of an emergency, BRANDT's agents may enter the Leased Premises

without notice to the County. BRANDT shall be liable for any damage to the County's improvements and equipment caused by BRANDT.

19. Maintenance and Security.

The County shall be solely responsible for maintenance and security of the improvements and equipment placed upon the Leased Premises.

The County shall, at its own expense, maintain the Leased Premises and the improvements and equipment it places there in a safe condition and in good repair. Additionally, the County shall keep the Leased Premises free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard. In the manner customary to such facilities in the area, the County shall keep the grass mowed and any shrubbery and trees trimmed. The County shall have the exclusive responsibility for the security of its improvements and equipment located on the Leased Premises.

20. Warranty of Title and Quiet Enjoyment.

BRANDT warrants that: (i) it owns the Property, including the Leased Premises, in fee simple and the Leased Premises is free and clear of all liens, encumbrances, and restrictions affecting the County's use; (ii) BRANDT has full right to make and perform this CTLEA; and (iii) the County may peacefully and quietly enjoy the Leased Premises subject to this CTLEA. If BRANDT sells, transfers, hypothecates, or encumbers all or any portion of the Property, any such sale, transfer, hypothecation, or encumbrance of all or any portion of the Property shall be made subject to the terms, provisions, and conditions of this CTLEA.

21. Holding Over.

Any holding over after the expiration of the term hereof, with the consent of BRANDT, shall be construed to be a tenancy from month to month.

22. Acceptance of Leased Premises.

By taking possession of the Leased Premises, the County accepts the Leased Premises in the condition existing as of the inception of this CTLEA. BRANDT makes no representation or warranty with respect to the condition of the Leased Premises.

23. Estoppel.

The County shall promptly, upon written request by BRANDT, deliver to BRANDT an estoppel statement in writing certifying that (a) this CTLEA is unmodified and in full force (or if there have been modifications, that this CTLEA is in full force as modified and identifying the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the statement knows, BRANDT is not in default under any provisions of this CTLEA; and (d) such other factual matters as BRANDT may reasonably request.

24. Whole Agreement.

This CTLEA contains the whole and entire agreement between the parties. The parties have each read this CTLEA, understand its contents, and have had the opportunity to consult with their respective attorneys regarding its terms.

25. Non-Waiver.

Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this CTLEA or to exercise any of their respective rights hereunder shall not waive such rights, but such party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by the County to BRANDT after a breach of this CTLEA shall not be deemed a waiver of such breach unless expressly set forth in writing.

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26. Miscellaneous.

a. BRANDT and the County represent that each, respectively, has the full right, power, and authority to execute this CTLEA.

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

BRANDT AGRONOMIC SERVICES, LLC

By: _____

Its: _____

SANGAMON COUNTY

By: _____

Its: _____

14-38

Exhibit A

That part of the South Half (1/2) of the Northeast Quarter (1/4) of Section 8, Township 13 North, Range 6 West of the Third Principle Meridian, bounded and described as follows:

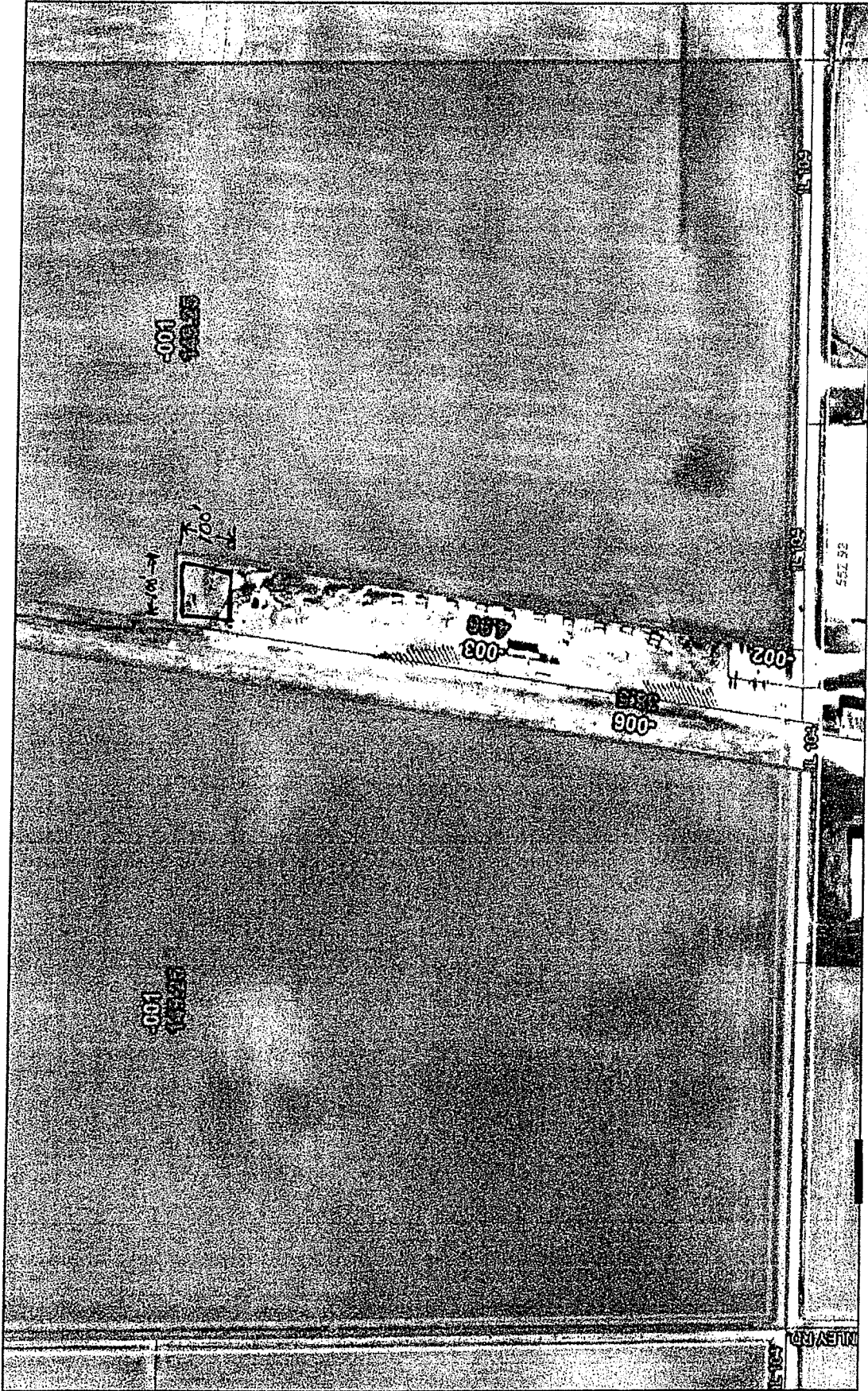
Commencing at a point on the North line of the South 40 feet of said Northeast Quarter (1/4), distant 200 feet Easterly, measured at right angles, from the center line of the main track of the St. Louis Peoria and Northwestern Railway Company (now the Chicago and North Western Transportation company), as said main track center line was originally located and established across said Section 8; thence Northerly parallel with said original main track center line a distance of 160 feet to the point of beginning of the parcel of land herein described; thence continuing Northerly parallel with said original main track center line to a point on the North line of the South Half (1/2) of the Northeast Quarter (1/4) of said Section 8; thence Westerly along said North line to a point distant 50 feet Easterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Southerly parallel with said last described main track center line to a point in the North line of the South 40 feet of said Northeast Quarter (1/4); thence Easterly along the North line of the South 40 feet of said Northeast Quarter (1/4) to a point distant 120 feet Easterly, measured at right angles, from the center line of the main track of said Transportation company, as now located; thence Northerly parallel with said last described main track center line to a point on a line drawn at right angles to said original main track center line through the point of beginning; thence Easterly along said last described right angle line to the point of beginning.

Parcel Identification Number: 34-08.0-200-003

7253 W. State Rt. 104, Auburn IL 62615

1640 800-631-4
EXHIBIT
A

Sangamon County GIS



040 800-814-4

February 28, 2023

EXHIBIT
B

1.4,514
0.06
0.03
0
0.09
0.04
0
0.11 mi
0.18 km
Sangamon County GIS

Parcel Number: 34080200001
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