

**RESOLUTION AUTHORIZING THE GRANT OF A TEMPORARY  
CONSTRUCTION EASEMENT FOR CROWN CASTLE COMMUNICATION  
FACILITIES AT 112 ALGONQUIN ROAD**

WHEREAS, the Village of Barrington Hills, Illinois (the "Village"), is a home rule municipal corporation and owner of property (the "Property") commonly known as 112 Algonquin Road, Barrington Hills, Illinois, which is used by the Village for its Village Hall;

WHEREAS, the Village executed a lease agreement (the "Lease") (a copy of the Lease is attached hereto as Exhibit A) with Chicago SMSA Limited Partnership ("Original Tenant") on August 11, 1993, for a term of forty (40) years, granting Original Tenant the authority to install communications equipment on the property depicted on Exhibit B of the Lease;

WHEREAS, Original Tenant assigned the Lease to Crown Castle GT Company, LLC ("Crown Castle");

WHEREAS, in accordance with §4.4 of the Lease, Crown Castle has requested the consent of the Village to reconstruct its equipment route configuration and move, replace and add lines and cables (the "Work") as depicted in Exhibits B-G attached hereto;

WHEREAS, the Village will grant to Crown Castle and its employees, contractors and invitees, a temporary construction easement on, over and across the Property in order to perform the Work (the "Construction Easement") (a copy of the Construction Easement is attached hereto as Exhibit H);

WHEREAS, prior to performing the Work, Crown Castle agrees to add the Village as an additional insured under its insurance policy for the duration of the Construction Easement;

WHEREAS, as consideration for the Village granting the Construction Easement, Crown Castle agrees to provide the Village with a \$1,500 restoration contribution to be used for landscaping and fencing near the Work;

WHEREAS, No amendment to the Lease is necessary, and no portion of the Lease is amended; and

WHEREAS, the Construction Easement shall terminate automatically upon the completion of the Work or upon the formal abandonment of the project.

NOW, THEREFORE BE IT RESOLVED by the President and the Board of Trustees of the Village of Barrington Hills, Cook, Kane, Lake, and McHenry Counties, Illinois, as a home rule municipality the following:

**Section One** The Village President is hereby authorized to execute the Grant of Temporary Construction Easement to Crown Castle, as "Grantee", substantially on the terms set forth in the

copy attached hereto and made a part hereof as Exhibit H with such modifications as may be deemed necessary or desirable by the Village President and the Village Attorney.

**Section Two** If any part or provision of this Resolution shall be held or deemed to be invalid, such invalidity shall not have the affect of rendering another part or provision of this Resolution invalid.

**Section Three** This Resolution shall be in full force and affect from and after its passage and approval as provided by law

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2011.

AYES:\_\_\_\_\_; NAYS:\_\_\_\_\_; ABSENT:\_\_\_\_\_.

\_\_\_\_\_  
Village President

ATTEST: \_\_\_\_\_

## **GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

THIS INDENTURE WITNESSETH, that, pursuant to this agreement (“Temporary Construction Easement Agreement”), dated as of the \_\_\_\_ day of \_\_\_\_\_ 2011, the VILLAGE OF BARRINGTON HILLS, an Illinois municipal corporation (the “Grantor”), for and in good and valuable consideration, the receipt of which is hereby acknowledged, does by these premises hereby GRANT and CONVEY unto CROWN CASTLE GT COMPANY, LLC, a Delaware limited liability company (the “Grantee”), and its successors, assigns and licensees, subject to the terms and conditions hereof and all matters and conditions of record, a temporary non-exclusive construction easement on, over and across those portions of Village Hall property commonly known as 112 Algonquin Road, Barrington Hills, Illinois (“Village Parcel”), necessary to construct communications equipment exiting from the Village Hall equipment room currently housing Grantee’s existing equipment to the existing monopole by utilizing a tray and cover on the exterior of the building, painted to match the façade (hereinafter referred to as the “Permitted Improvements”) within the “Leased Premises” as defined in the lease agreement, dated August 11, 1993, between the Grantor and the Grantee’s predecessor in interest.

The easement granted herein shall be subject to the following conditions:

1. Except as hereinafter provided, Grantor hereby reserves the full and complete title, ownership and use of the Village Parcel, including but not limited to that portion used for the construction easement granted herein, for any purpose whatsoever, so long as such use does not substantially interfere with Grantee’s right to install the Permitted Improvements.
2. This Temporary Construction Easement Agreement shall terminate automatically upon the completion of the Permitted Improvements or upon the formal abandonment of the project.
3. The Grantee and its agents, contractors, and subcontractors and their respective agents and employees (collectively, the “Grantee Parties”) shall not permit or suffer any mechanic’s lien or similar encumbrance to be claimed against any of Grantor’s property in connection with the Permitted Improvements, and the construction thereof.
4. The rights granted herein shall include, but not be limited to, the removal or relocation of brush, debris or similar material which conflict with the construction of the Permitted Improvements.
5. The Grantee, and all those acting by or under the Grantee, shall defend, indemnify and hold harmless the Grantor Indemnitees (as defined below) from any and all claims, actions and liabilities arising from (a) Grantee’s use of the construction easement granted herein, (b) Grantee’s breach of this Temporary Construction Easement Agreement and (c) any mechanic’s

liens or encumbrances asserted against the Grantor's property due to any labor or materials in connection with work of any character performed or claimed to have been performed at the direction or sufferance of Grantee. Grantee assumes sole and entire responsibility for all loss of life, injury to persons, or damage to property that may be sustained due to the activities, operation or use of the construction easement (including, without limitation, any loss, injury or damage due to construction, maintenance, restoration, operation, replacement, or repair of the Permitted Improvements and related appurtenances) by the Grantee Parties and all those claiming through the Grantee Parties. Grantee, for itself and those claiming through Grantee, hereby releases the Grantor, its beneficiaries, and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Grantor Indemnitees) for damage, destruction, or theft of property that may arise from operations on, or use of, the construction easement by the Grantee Parties.

6. All work undertaken by the Grantee Parties shall be performed and completed with diligence in a good and workmanlike manner. Upon completion of the Permitted Improvements the Grantee Parties shall restore the surface of the construction easement to its original grade and condition.

7. Prior to commencement of the work, the Grantee agrees to provide the Grantor with a \$1,500 restoration contribution to be used for landscaping and fencing near the Leased Premises.

8. Prior to commencement of the work, the Grantee agrees to add the Grantor as an additional insured under its insurance policy for the duration of the Temporary Construction Easement Agreement.

9. The covenants of this Temporary Construction Easement Agreement, shall, by its grant, acceptance and use, bind and inure to the benefit of the Grantor, and Grantor's successor municipal corporations, assigns and subsequent grantees and the Grantee and its successor corporate authorities, agents, licensees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Construction Easement Agreement as of the day and year first above written.

GRANTEE:

GRANTOR:

CROWN CASTLE GT COMPANY, LLC,  
a Delaware limited liability company

VILLAGE OF BARRINGTON HILLS, an  
Illinois municipal corporation

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

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

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  )SS  
COUNTY OF COOK                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, of Crown Castle GT Company, LLC, the limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS                    )  
  )SS  
COUNTY OF COOK                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, of the Village of Barrington Hills, Illinois, the municipal corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written

\_\_\_\_\_  
Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/09/2011

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

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

PRODUCER  Willis of Pennsylvania, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C.NO.EXT):	877-945-7378	FAX (A/C.NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED  CROWN CASTLE INTERNATIONAL CORP. See Attached Named Insured List 1220 Augusta Dr. Suite 500 Houston, TX 77057	INSURER A:	Federal Insurance Company	20281-005
	INSURER B:	New Hampshire Insurance Co.	23841-000
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES      CERTIFICATE NUMBER: 16063038      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			70210228	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			70210229	4/1/2011	4/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			61844671	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71710698	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)  
Re: Construction Permit - Antenna Installation

See Attached:

## CERTIFICATE HOLDER

## CANCELLATION

Village of Barrington Hills 112 Algonquin Rd. Barrington Hills, IL 60010-5199	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Danna J. Laricky</i>



## ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED CROWN CASTLE INTERNATIONAL CORP. See Attached Named Insured List 1220 Augusta Dr. Suite 500 Houston, TX 77057	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Certificate Holder is included as an Additional Insured under the General, Automobile and Excess policies as required by written agreement and only with respect to the liability arising out of the operations performed by or on behalf of the Named Insured.

General, Automobile, Excess Liability and Workers Compensation include a Waiver of Subrogation in favor of the Certificate Holder when required by written contract but always subject to the policy terms, conditions, exclusions and as permitted by law.

## Crown Castle International Corp. Consolidated Subsidiaries

Entity Name

April 2011

AirComm of Avon, L.L.C.	Crown Castle Towers 06-2 LLC
Atlantic Coast Communications, Inc.	Crown Castle Towers 09 LLC
AZ - CLEC LLC	Crown Castle Towers LLC
CA - CLEC LLC	Crown Castle USA Inc.
CC Castle International LLC	Crown Communication LLC (formerly Crown Communication Inc. eff 1/1/11)
CC Finance LLC	Crown Communication New York, Inc.
CC Holdings GS V LLC	Crown Mobile Systems, Inc
CC Site Acquisitions II LLC	DC - CLEC LLC
CC Towers Guarantor LLC	FL - CLEC LLC
CC Towers Holding LLC	Global Signal Acquisitions II LLC
CCGS Holdings LLC	Global Signal Acquisitions III LLC
CCPE Acquisitions LLC	Global Signal Acquisitions IV LLC
Coastal Antennas LLC	Global Signal Acquisitions LLC
Comsite Venture, Inc.	Global Signal GP LLC
Coverage Plus Antenna Systems LLC	Global Signal Holdings III LLC
Crown Atlantic Company LLC	Global Signal Holdings IV LLC
Crown Castle AS LLC (eff 4/29/11)	Global Signal Operating Partnership, L.P.
Crown Castle Atlantic LLC	Global Signal Services LLC
Crown Castle Augusta LLC	GoldenState Towers, LLC
Crown Castle Australia Holdings Pty Ltd	GS Savings Inc.
Crown Castle Australia Pty Ltd	GSPN Intangibles LLC
Crown Castle BP ATT LLC	High Point Management Co. LLC
Crown Castle CA Corp.	ICB Towers, LLC
Crown Castle Europe LLC	IL - CLEC LLC
Crown Castle GS III Corp.	IN - CLEC LLC
Crown Castle GT Company LLC	In SITE Fiber of Virginia, Inc.
Crown Castle GT Corp.	InSITE Solutions, LLC
Crown Castle GT Holding Sub LLC	Interstate Tower Communications LLC
Crown Castle International Corp.	Intracoastal City Towers LLC
Crown Castle International Corp. de Puerto Rico	JBCM Towers LLC
Crown Castle International LLC	MA - CLEC LLC
Crown Castle Investment Corp	MD - CLEC LLC
Crown Castle Mexico, S.A. de C.V.	Mobile Media California LLC
Crown Castle MM Holding Corp.	Mobile Media National LLC
Crown Castle MM Holding LLC	Modeo LLC
Crown Castle MU LLC	New Path Networks, Inc.
Crown Castle MUPA LLC	New Path Networks, LLC
Crown Castle Nevada LLC	NJ - CLEC LLC
Crown Castle Operating Company	NV - CLEC LLC
Crown Castle Operating LLC	NY - CLEC LLC
Crown Castle Orlando Corp.	OP LLC
Crown Castle PR LLC	PA - CLEC LLC
Crown Castle PT Inc.	Pinnacle San Antonio L.L.C.
Crown Castle Puerto Rico Corp.	Pinnacle St. Louis LLC
Crown Castle Solutions Corp.	Pinnacle Towers Acquisition Holdings LLC
Crown Castle South LLC	Pinnacle Towers Acquisition LLC
Crown Castle Towers 05 LLC	Pinnacle Towers Asset Holding LLC
Pinnacle Towers Canada Inc.	
Pinnacle Towers III LLC	

## Crown Castle International Corp. Consolidated Subsidiaries

Entity Name

April 2011

Pinnacle Towers Limited

Pinnacle Towers LLC

Pinnacle Towers V Inc.

Radio Station WGLD LLC

SC - CLEC LLC

Shaffer & Associates, Inc.

Sierra Towers, Inc.

Thunder Towers LLC

Tower Systems LLC

Tower Technology Company of Jacksonville LLC

Tower Ventures III, LLC

Towers Finco II LLC

Towers Finco III LLC

Towers Finco LLC

TVHT, LLC

VA-CLEC LLC

WA - CLEC LLC

## INSURER CANCELLATION TERMS

NAMED INSURED	POLICY NO.
CROWN CASTLE INTERNATIONAL CORP.	Various
EFFECTIVE DATE SEE PAGE 1	

### Person or Organization:

Person(s) or organization(s) that you are obligated, pursuant to written contract or agreement between you and such person or organization, to provide with notice of cancellation for any reason other than non-payment of premium, provided that, within 10 days of the date the producer or the first named insured receives a copy of the notice of cancellation, the producer or the first named insured provides us with a spreadsheet containing the name, address and, if available, e-mail address of the person(s) or organization(s) to whom such notice of cancellation is to be sent.

All other terms and conditions remain unchanged.

### Cancellation Terms:

When we cancel this policy as described in the Cancellation condition for any reason other than non-payment of premium, we will also send to the person or organization described in the Schedule a notice of at least 30 days in advance of the cancellation date.

Any failure on our part to deliver such notice will not:

- impose liability of any kind upon us; or
- invalidate the cancellation.

Cancellation Terms Apply to the Following Coverages:

General Liability, Automobile Liability and Workers Compensation

Barrington Hills 816868



COPYRIGHT © 2010 W-T COMMUNICATION DESIGN GROUP, LLC

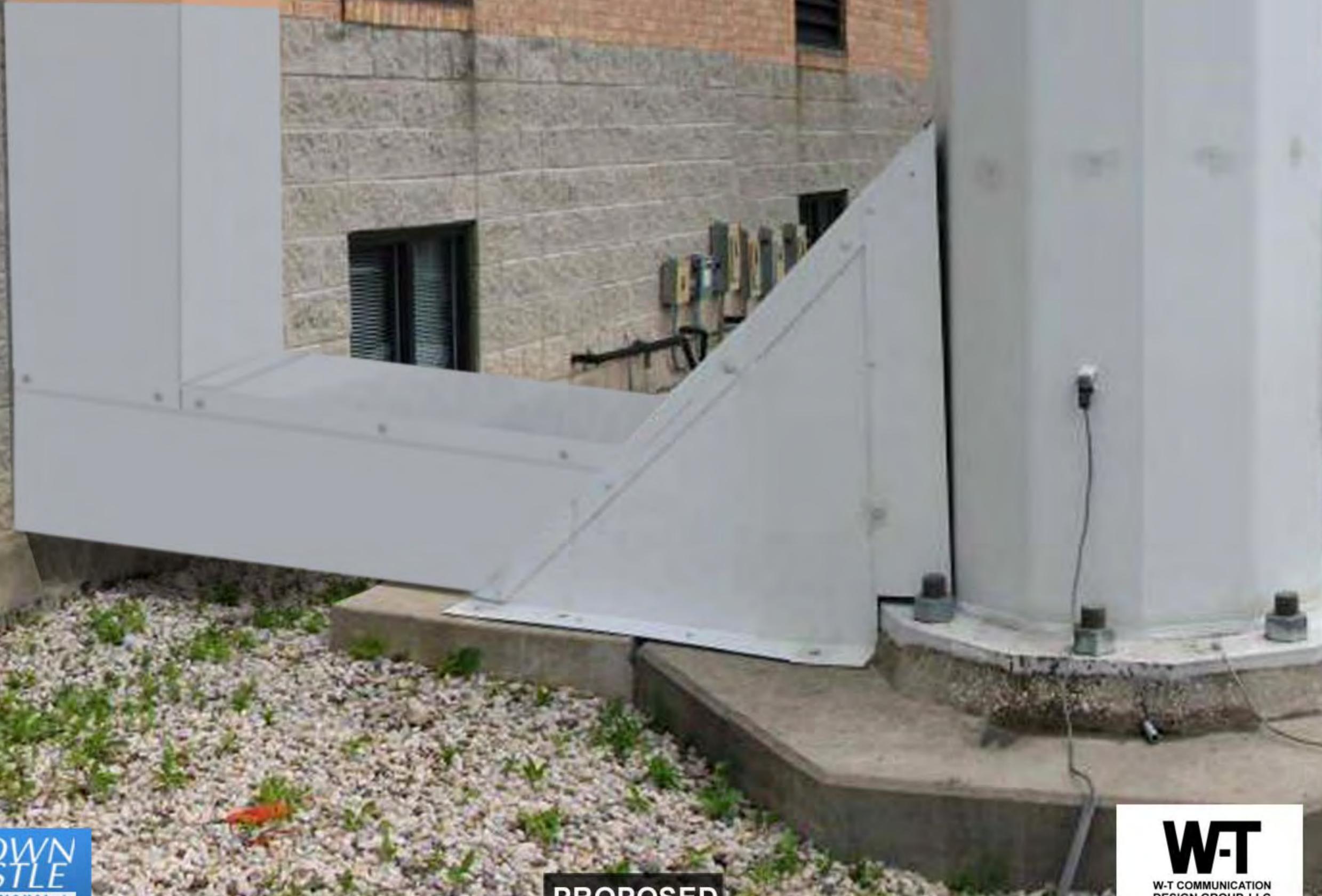


**EXISTING**



Disclaimer: This photo simulation is an artist's depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

Barrington Hills 816868



COPYRIGHT © 2010 W-T COMMUNICATION DESIGN GROUP, LLC.

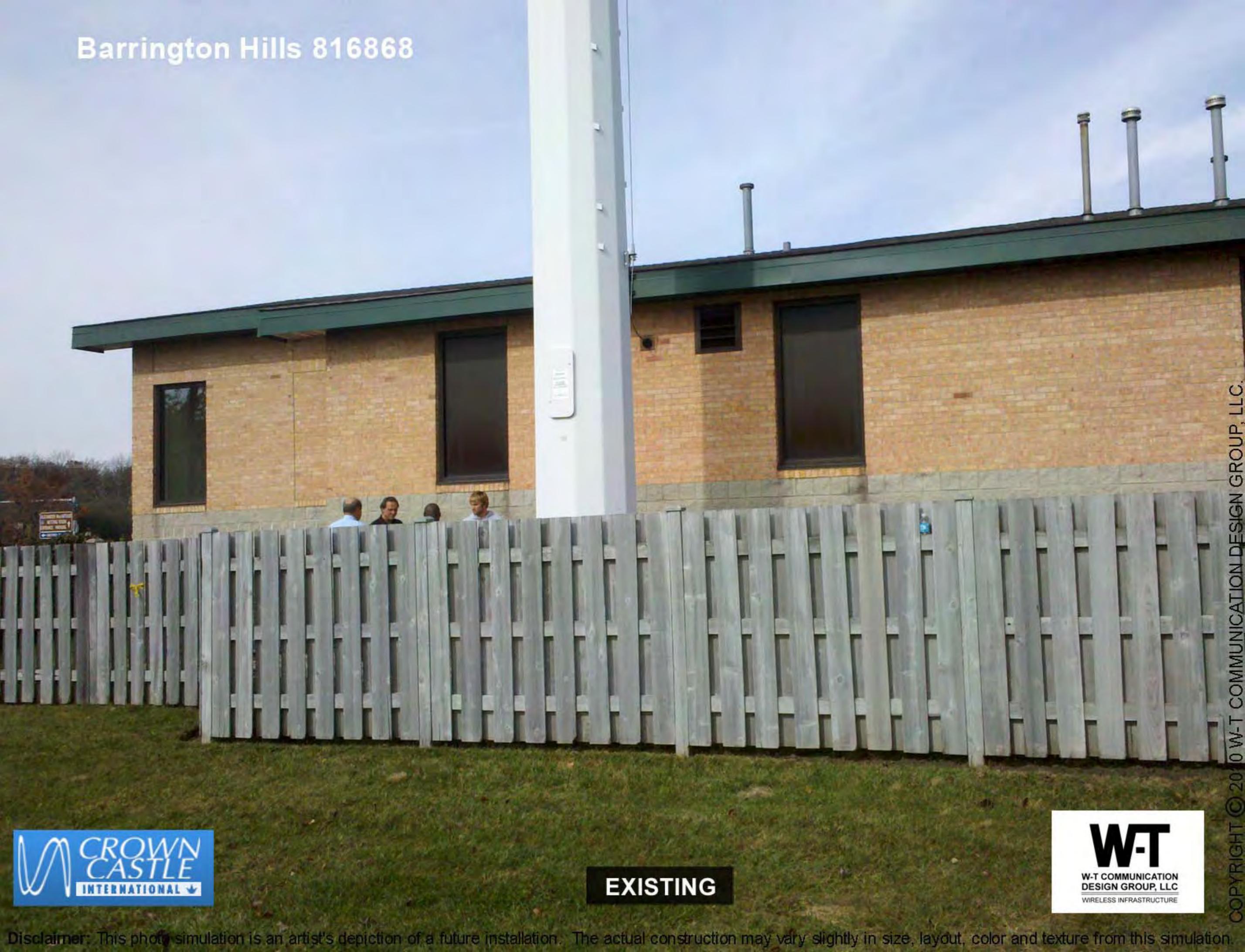


**PROPOSED**



Disclaimer: This photo simulation is an artist's depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

Barrington Hills 816868



COPYRIGHT © 2010 W-T COMMUNICATION DESIGN GROUP, LLC.



**EXISTING**



Disclaimer: This photo simulation is an artist's depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

Barrington Hills 816868



COPYRIGHT © 2010 W-T COMMUNICATION DESIGN GROUP, LLC.



**PROPOSED**



Disclaimer: This photo simulation is an artist's depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

Barrington Hills 816868



**EXISTING**



Disclaimer: This photo simulation is an artist's depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

COPYRIGHT © 2010 W-T COMMUNICATION DESIGN GROUP, L.L.C.

Barrington Hills 816868



**PROPOSED**



Disclaimer: This photo simulation is an artist's depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

COPYRIGHT © 2010 W-T COMMUNICATION DESIGN GROUP, L.L.C.