

Administration

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Approval of Settlement Agreement

MEETING DATE: April 18, 2023

FROM: Michael Marrs, Village Attorney
Kathleen A. Gargano, Village Manager

Recommended Motion

Approve a Resolution authorizing a Settlement Agreement between the Village of Hinsdale and Crown Castle Fiber, LLC relative to small wireless facilities, and approving certain waivers and modifications to Village Codes, regulations and design standards regarding small wireless facilities.

Background

On June 17, 2022, Crown Castle submitted two applications to the Village requesting approval of its plans to collocate or install a new pole with certain small wireless telecommunications facilities at the following locations within the Village: (1) the intersection of Woodland Ave. & Taft Road (the “Pending Application”); and (2) 140’ east of the intersection of 55th Street and S. Monroe Street (the “County ROW Application”).

On July 19, 2022, the Village responded to the Pending Application, asserting that it was incomplete and/or deficient in certain respects. On July 19, 2022, the Village also responded to the County ROW Application that had been submitted to the Village, notifying Crown Castle that because the proposed small wireless facility location was in DuPage County ROW, that Crown Castle should submit an application instead to DuPage County. The Village noted in subsequent correspondence that it expected Crown Castle to also comply with Village Design Standards and other applicable requirements relative to the County ROW Application.

On September 9, 2022, Crown Castle responded to the Village’s July 19, 2022, letter, disputing the legality under Illinois’ Small Wireless Facilities Deployment Act, 50 ILCS 840/15, *et. Seq.*, (“Small Cell Act”) and the Federal Communications Commissions’ Declaratory Ruling and Third Report and Order, fully titled, *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, 47 C.F.R. Part 1, (“FCC Order”) of certain of the Village’s design and application requirements. In its September 9, 2022, correspondence, Crown Castle also provided supplemental application materials.

On November 10, 2022, the Village responded to Crown Castle’s September 13, 2022 correspondence, indicating that Crown Castle had met several additional application requirements but also asserting that the Pending Application continued to be incomplete and/or deficient in various respects.

The Parties continue to disagree regarding the legality of certain of the Village's application requirements under federal and state law and further dispute whether the processing period ("shot clock") as applied to the Pending Application is tolled pursuant to the Small Cell Act and FCC Order.

Crown Castle maintains that its Pending Application is deemed approved under the Small Cell Act and FCC Order and that it should be entitled to proceed with approximately one-hundred and thirty-seven (137) additional wireless facilities in the Village over the next two years in order to provide enhanced 5G service to customers of the wireless service provider Crown Castle is doing work on behalf of (collectively, the "Future Applications"). The Village maintains that Crown Castle's Pending Application continues to be incomplete and deficient in various respects and is not therefore deemed approved and that Crown Castle is not entitled to proceed with collocation or installation of the Pending Application.

In the event the parties are not able to reach an agreement on settlement terms, Crown Castle has stated its intention to file a lawsuit against the Village seeking an injunction permitting it to proceed with the collocations and installations of the small wireless facilities contemplated by the Pending Application and Future Applications.

Discussion & Recommendation

In 2018 Verizon advised the Village that it intended to roll out its 5G small cell program. At that time, it was anticipated that there could be as many as one hundred and thirty-seven (137) stand-alone poles in the Village. Since that time, changes in state legislation promoted the use of existing ComEd infrastructure for this purpose. As a result, Crown Castle is now proposing that many of the small wireless facilities can be placed on existing ComEd distribution poles. The parties are also proposing to address many of the additional small wireless facilities through a process by which ComEd would decommission certain streetlight poles, which would then be replaced by slightly taller wooden poles that will be owned and maintained by Crown Castle, and which can accommodate both the Crown Castle equipment and a streetlight. This approach is intended to greatly minimize the number of pole locations in the community. All costs for these installations, including new light poles, will be at Crown Castle's expense. The proposed Settlement Agreement between the Village and Crown Castle addresses the design for each of the following potential types of installations.

These types of installations include, and exhibits are attached for:

- a. Replacement of Decommissioned Utility Light Poles (82 proposed sites)
- b. Collocation on Existing Electric Distribution Poles (47 proposed sites)
- c. New Crown Castle Poles (2 proposed sites)
- d. Traffic Signal Poles (2 proposed sites)
- e. Concrete Street Light Poles (3 proposed sites)
- f. Metal Street Light Poles (2 proposed sites)

The Parties have engaged in extensive negotiations concerning the Pending Application and Future Applications, and agreement on the various design, ordinance and application issues allows the Parties to resolve the bulk of the issues of dispute and to thereby avoid the uncertainties, time and expense of litigation. The Village will still be reviewing permits for each

submitted site, which allows for limited review of location. The Agreement also addresses the question of whether new Crown Castle poles will be metal or wood. This is a matter of discretion and will be determined cooperatively between Crown Castle and the Village based on location.

Concerns have been raised by residents regarding small cell device installation as it relates to the radiofrequency (RF) emission used by these devices. Regulation of RF emissions falls under the exclusive jurisdiction of the federal government. Municipalities are expressly prohibited by federal law from making decisions related to RF emissions. Crown Castle as part of the Settlement Agreement will provide to the Village a study for each type of equipment array demonstrating that its equipment is within regulated standards.

Budget Impact

There is no budget impact.

Village Board and/or Committee Action

At their April 3, 2023, meeting the Board agreed to move this item forward for a second reading at their next meeting.

Documents Attached

1. Settlement Agreement

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND APPROVING A SETTLEMENT AGREEMENT BETWEEN
THE VILLAGE OF HINSDALE AND CROWN CASTLE FIBER, LLC RELATIVE TO SMALL
WIRELESS FACILITIES, AND APPROVING CERTAIN WAIVERS AND MODIFICATIONS TO
VILLAGE CODES, REGULATIONS AND DESIGN STANDARDS REGARDING SMALL
WIRELESS FACILITIES**

WHEREAS, the Village of Hinsdale (the “Village”) is an Illinois municipal corporation situated in Cook and DuPage Counties, Illinois; and

WHEREAS, Crown Castle LLC (“Crown Castle”) is a New York limited liability company and wireless communications infrastructure provider seeking to locate certain small wireless facilities within the Village; and

WHEREAS, on June 17, 2022, Crown Castle submitted an application to the Village requesting approval of its plans to collocate two (2) small wireless facilities at locations within the Village; and

WHEREAS, on July 19, 2022, the Village responded to one (1) of the applications (the “Pending Application”), asserting that it was incomplete and/or deficient in certain respects. On July 19, 2022, the Village also responded to the second application (the “County ROW Application”), notifying Crown Castle that because the proposed small wireless facility location was in DuPage County ROW, that Crown Castle should submit an application for that location instead to DuPage County. The Village noted in subsequent correspondence that it expected Crown Castle to also comply with Village Design Standards and other applicable requirements relative to the County ROW Application; and

WHEREAS, on September 9, 2022, Crown Castle responded to the Village’s July 19, 2022, letter regarding the Pending Application, disputing the legality under Illinois’ Small Wireless Facilities Deployment Act, 50 ILCS 840/15, et. seq., (“Small Cell Act”) and the Federal Communications Commissions’ Declaratory Ruling and Third Report and Order, fully titled, Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment, 47 C.F.R. Part 1, (“FCC Order”) of certain of the Village’s design and application requirements. In

its September 9, 2022, correspondence, Crown Castle also provided supplemental application materials; and

WHEREAS, on November 10, 2022, the Village responded to Crown Castle's September 9, 2022 correspondence, indicating that Crown Castle had met several additional application requirements but also asserting that the Pending Application continued to be incomplete and/or deficient in various respects; and

WHEREAS, the Parties continue to disagree regarding the legality of certain of the Village's application requirements under federal and state law and further dispute whether the processing periods ("shot clocks") as applied to the Pending Application are tolled pursuant to the Small Cell Act and FCC Order; and

WHEREAS, Crown Castle maintains that its Pending Application is deemed approved under the Small Cell Act and FCC Order and that it should be entitled to proceed with approximately 137 additional wireless facilities in the Village over the next two years in order to provide enhanced 5G service to customers of Crown Castle's wireless service provider customer (collectively, the "Future Applications"). The Village maintains that Crown Castle's Pending Application continues to be incomplete and deficient in various respects and is not therefore deemed approved and that Crown Castle is not entitled to proceed with collation or installation of the Pending Application. The disagreements described herein are, generally, the "Dispute;" and

WHEREAS, Crown Castle has stated its intention to file a lawsuit against the Village seeking an injunction permitting it to proceed with the collocations and installations of the facilities contemplated by the Pending Application and Future Applications should the parties be unable to reach an agreement on the Dispute; and

WHEREAS, the Parties have engaged in extensive negotiations concerning the Pending Application and Future Applications; and

WHEREAS, the Parties desire to resolve the Dispute and to thereby avoid the uncertainties, time and expense of litigation. The Parties also desire to seek the decommissioning and replacement of a number of existing wooden streetlights and poles owned by Commonwealth Edison, the local electric utility, and the subsequent replacement of those decommissioned poles

with new wooden street light poles owned and maintained by Crown Castle with attached small wireless facilities. Crown Castle's proposed use of the decommissioned light poles, and its collocation of virtually all of its remaining proposed facilities on electric distribution poles, and other types of utility poles, using agreed designs, substantially reduces the overall number of new poles that will need to be added in the Village, thereby resolving aesthetic issues of great concern to the Village. The terms and conditions on which the Parties propose to resolve the Dispute are set forth in the Settlement Agreement attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, along with Crown Castle, desire to resolve their Dispute in a manner that is fair to the Village, Crown Castle and the residents of the Village and to that end, the President and Board of Trustees find approval of the attached Settlement Agreement to be in the best interests of the Village, its residents, property owners, businesses and the public.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Hinsdale approve of the Settlement Agreement, a copy of which is attached hereto as **Exhibit "1"**. Further, the Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute the final version of the Settlement Agreement, which may contain certain modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: The Villages of Clarendon Hills and Western Springs have recently considered similar settlement agreements with Crown Castle. The President and Board of Trustees note that the Village's Settlement Agreement includes a "Favored Status" provision that may entitle the Village, at its discretion, to later incorporate into the Settlement Agreement any favorable rights subsequently granted to the Villages of Clarendon Hills and Western Springs in their substantially similar settlement agreements with Crown Castle. The approval of the attached Settlement Agreement serves as authority for such favorable rights to be incorporated into the

Settlement Agreement via an addendum without further action of the Board other than a report to the Board by the Village Manager notifying it of any such addendum.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2023, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Emily Tompkins, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND APPROVING A SETTLEMENT AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND CROWN CASTLE FIBER, LLC RELATIVE TO SMALL WIRELESS FACILITIES, AND APPROVING CERTAIN WAIVERS AND MODIFICATIONS TO VILLAGE CODES, REGULATIONS AND DESIGN STANDARDS REGARDING SMALL WIRELESS FACILITIES

which Resolution was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2023.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2023.

Village Clerk

[SEAL]

**SETTLEMENT AGREEMENT BETWEEN CROWN CASTLE FIBER LLC
AND THE VILLAGE OF HINSDALE**

1. **Purpose.** The purpose of this Settlement Agreement (“Settlement Agreement”) is to memorialize the agreement between the Village of Hinsdale, an Illinois municipal corporation (the “Village”) and Crown Castle Fiber LLC, a New York limited liability company (“Crown Castle”) to resolve a dispute and avoid litigation related to Crown Castle’s applications to install certain small wireless telecommunications facilities (“small wireless facilities”) in the Village. The parties to this Settlement Agreement are referred to herein individually as a “Party,” and collectively as the “Parties.”

2. **Background.**

a. On June 17, 2022, Crown Castle submitted two applications to the Village requesting approval of its plans to collocate or install a new pole with a certain small wireless telecommunications facilities at the following locations within the Village: (1) the intersection of Woodland Ave. & Taft Road (the “Pending Application”) and (2) 140’ east of the intersection of 55th Street and S. Monroe Street (the “County ROW Application”).

b. On July 19, 2022, the Village responded to the Pending Application, asserting that it was incomplete and/or deficient in certain respects. On July 19, 2022, the Village also responded to the County ROW Application that had been submitted to the Village, notifying Crown Castle that because the proposed small wireless facility location was in DuPage County ROW, that Crown Castle should submit an application instead to DuPage County. The Village noted in subsequent correspondence that it expected Crown Castle to also comply with Village Design Standards and other applicable requirements relative to the County ROW Application.

c. On September 9, 2022, Crown Castle responded to the Village’s July 19, 2022, letter, disputing the legality under Illinois’ Small Wireless Facilities Deployment Act, 50 ILCS 840/15, *et. seq.*, (“Small Cell Act”) and the Federal Communications Commissions’ Declaratory Ruling and Third Report and Order, fully titled, *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, 47 C.F.R. Part 1, (“FCC Order”) of certain of the Village’s design and application requirements. In its September 9, 2022, correspondence, Crown Castle also provided supplemental application materials.

d. On November 10, 2022, the Village responded to Crown Castle’s September 13, 2022 correspondence, indicating that Crown Castle had met several additional application requirements but also asserting that the Pending Application continued to be incomplete and/or deficient in various respects.

e. The Parties continue to disagree regarding the legality of certain of the Village's application requirements under federal and state law and further dispute whether the processing period ("shot clock") as applied to the Pending Application is tolled pursuant to the Small Cell Act and FCC Order.

f. Crown Castle maintains that its Pending Application is deemed approved under the Small Cell Act and FCC Order and that it should be entitled to proceed with approximately one-hundred and thirty-seven (137) additional wireless facilities in the Village over the next two (2) years in order to provide enhanced 5G service to customers of Crown Castle's wireless service provider customer (collectively, the "Future Applications"). The Village maintains that Crown Castle's Pending Application continues to be incomplete and deficient in various respects and is not therefore deemed approved and that Crown Castle is not entitled to proceed with collocation or installation of the Pending Application. The disagreements described herein are, generally, the "Dispute."

g. Crown Castle has stated its intention to file a lawsuit against the Village seeking an injunction permitting it to proceed with the collocations and installations of the facilities contemplated by the Pending Application and Future Applications.

h. The Parties have engaged in extensive negotiations concerning the Pending Application and Future Applications.

i. The Parties desire to resolve the Dispute and to thereby avoid the uncertainties, time and expense of litigation. The Parties also desire to seek the decommissioning and replacement of a number of existing wooden street lights and poles owned by Commonwealth Edison, the local electric utility, (the "Electric Utility") and the subsequent replacement of those decommissioned poles with new wooden street light poles owned and maintained by Crown Castle with attached small wireless facilities, thereby significantly reducing the overall number of new poles that will need to be added in the Village.

j. Crown Castle has represented that it has existing rights under State and federal law to collocate proposed small wireless facilities on certain existing electric distribution poles. The use of those distribution poles and other types of utility poles for collocation, along with the use of the decommissioned light poles, is important to the Village and, along with the accepted designs set forth below, addresses the aesthetic issues of most concern to the Village.

k. The Parties find it to be in their mutual best interests to resolve the Dispute through approval of the accepted designs set forth below for both the Pending Application and Future Applications, and in conformance with the agreements, compromises, modifications and waivers contained herein (collectively, the "Agreements, Compromises, Modifications and Waivers").

3. **Accepted Designs.** The small wireless facilities will be installed through a combination of placement of small wireless facilities on decommissioned and replaced street light poles presently owned by the Electric Utility and proposed to be owned by Crown Castle (“Utility Light Poles”), collocation on existing electric distribution poles owned by the Electric Utility (“Electric Distribution Poles”), traffic signal poles, concrete light poles, metal street light poles, and newly installed Crown Castle owned poles. The Village agrees that the design specifications (“Accepted Designs”) approved herein shall be acceptable for all approximately one-hundred and thirty-eight (138) wireless facilities Crown Castle intends to install in the Village (including in county rights of way in the Village), provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein. Subject to the foregoing, the Village will approve permits for such installations, as provided in this Settlement Agreement. The Accepted Designs will have the following specifications:

a. **Replacement of Decommissioned Utility Light Poles.** A decommissioned Utility Light Pole, as that term is used herein, is an existing streetlight only wooden pole currently owned and maintained by the Electric Utility that will subsequently be “decommissioned” by the Electric Utility at the request of the Village, and be replaced by a wooden pole to be owned and maintained by Crown Castle. Such decommissioned Utility Light Poles will have the same or equivalent street light mast arm as exists currently, along with a Crown Castle small wireless facility. The Village agrees that Crown Castle’s proposed design to replace decommissioned Utility Light Poles is acceptable under its design standards and other code and ordinance requirements as waived or modified below, and that it will, provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein, promptly approve any Future Application that conforms to such design for replacement of Utility Light Poles. The Village agrees to work in good faith to carry out the provisions and intent of this section. The proposed design is attached to this Settlement Agreement as Exhibit A, although the Parties agree the design may vary solely to accommodate the existing pole conditions and any existing attachments thereto, or as otherwise mutually agreed to by the Parties.

b. **Collocation on Existing Electric Distribution Poles.** An Electric Distribution Pole, as that term is used herein, is an existing pole owned and maintained by the Electric Utility that is used for electric distribution purposes. Such Electric Distribution Poles shall continue to be owned and maintained by the Electric Utility for electric distribution purposes and will, in addition, have a Crown Castle small wireless facility mounted at the top of the pole. Electric Distribution Poles that also have an existing street light component are still regarded as Electric Distribution Poles under this Agreement. The Village agrees that Crown Castle’s proposed designs to collocate on currently existing Electric Distribution Poles are acceptable under its design standards and other code and ordinance requirements,

as waived or modified below, and that it will, provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein, promptly approve any Future Application that conforms to such designs for collocation on Electric Distribution Poles. The proposed designs for Electric Distribution Pole collocations are attached to this Settlement Agreement as Exhibits B and C. The Parties agree the chosen design may vary to accommodate the existing pole conditions and any existing attachments thereto, and any additional requirements imposed by the electric distribution utility, or as otherwise mutually agreed to by the Parties. The Parties agree that in the event the Electric Utility refuses to approve placement of a small wireless facility on an Electric Distribution Pole, the Parties shall confer on possible alternative collocations prior to Crown Castle submitting an application for an additional new pole.

c. **New Crown Castle Poles.** A New Crown Castle Pole, as that term is used herein, is a new wooden or metal pole erected by Crown Castle for the sole purpose of hosting a small wireless facility. Such New Crown Castle Poles shall be owned and maintained by Crown Castle. The Village agrees that Crown Castle's proposed designs to install new Crown Castle poles where no pole currently exists ("New Crown Castle Poles") are acceptable under its design standards and other code and ordinance requirements, as waived or modified below, and that it will, provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein, promptly approve any Future Application that conforms to such design for installation of New Crown Castle Poles. New Crown Castle Poles shall utilize either the design authorized for decommissioned Utility Light Poles identified in Section 3(a), (minus any streetlight component), or, at the request of the Village, a metal design to be determined and mutually agreed to by the Parties and, upon such agreement, to be attached to this Settlement Agreement as Exhibit D.

d. **Traffic Signal Poles.** A Traffic Signal Pole, as that term is used herein, is an existing metal traffic signal pole owned and maintained by either the Village or another entity such as Cook or DuPage County or IDOT, that is used for traffic signal light purposes. Such Traffic Signal Poles shall continue to be owned and maintained by the applicable entity that currently owns them, and will, in addition, have a Crown Castle small wireless facility mounted at the top of the pole that will be owned and maintained by Crown Castle. The Village agrees that Crown Castle's proposed design to collocate on currently existing Traffic Signal Poles is acceptable under its design standards and other code and ordinance requirements, as waived or modified below, and that it will, provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to

entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein, promptly approve any Future Application that conforms to such design for collocation on Traffic Signal Poles. The proposed design is attached to this Settlement Agreement as Exhibit E, although the Parties agree the design may vary to accommodate the existing pole conditions and any existing attachments thereto, or as otherwise mutually agreed to by the Parties.

e. **Concrete Street Light Poles.** A Concrete Light Pole, as that term is used herein, is an existing concrete pole owned and maintained by the Village that is used for streetlight purposes. Such Concrete Light Poles shall continue to be owned and maintained by the Village for streetlight purposes and will, in addition, have a Crown Castle small wireless facility mounted at the top of the pole. The Village agrees that Crown Castle's proposed design to replace Village-owned Concrete Light Poles is acceptable under its design standards and other code and ordinance requirements, as waived or modified below, and that it will, provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein, promptly approve any Future Application that conforms to such design for collocation on Concrete Light Poles. The proposed design is attached to this Settlement Agreement as Exhibit E, although the Parties agree the design may vary to accommodate the existing pole conditions and any existing attachments thereto, or as otherwise mutually agreed to by the Parties.

f. **Metal Street Light Poles.** A Metal Street Light Pole, as that term is used herein, is an existing metal pole owned and maintained by the Village that is used for streetlight purposes. Such Metal Street Light Poles shall continue to be owned and maintained by the Village for streetlight purposes and will, in addition, have a Crown Castle small wireless facility mounted at the top of the pole. The Village agrees that Crown Castle's proposed designs to collocate on currently existing Metal Street Light Poles are acceptable under its design standards and other code and ordinance requirements, as waived or modified below, and that it will, provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein, promptly approve any Future Application that conforms to such designs for collocation on Traffic Signal Poles. The proposed designs Traffic Signal Pole collocations are the same as the Crown Castle small wireless facility portion of its proposed design for collocation on Traffic Signal Poles as depicted in Exhibit E. The Parties agree the chosen design may vary to accommodate the existing pole conditions and any existing attachments thereto, or as otherwise mutually agreed to by the Parties.

g. **Locations.** The Village is currently conducting an initial review of the small wireless facility locations suggested by Crown Castle. At this time, the parties anticipate that of the one-hundred and thirty-eight (138) locations, there will be eighty-two (82) decommissioned Utility Light Poles, forty-seven (47) Electric Distribution Poles, two (2) Traffic Signal Poles, three (3) Concrete Light Poles, two (2) Metal Street Light Poles, and two (2) New Crown Castle Poles. The Parties jointly acknowledge and agree that the suggested locations are preliminary and non-binding, and subject to reengineering of the project based on approval of this Agreement, which may result in small adjustments to overall numbers of each type of pole. Upon completion of the initial review, the Village agrees to, following submittal by Crown Castle of a Future Application, approve small wireless facilities at or within two hundred feet of the approximate locations identified on the spreadsheet attached to this Settlement Agreement as Exhibit G, or in other locations mutually agreeable to the Parties. For purposes of clarity, it is noted that New Crown Castle Poles are designated in Exhibit G by the description “No Viable Option,” which means there has been no acceptable existing pole identified for collocation at that location, and a New Crown Castle Pole is therefore anticipated. If Crown Castle reasonably determines one of the approximate locations identified on the spreadsheet is impractical or that it needs additional locations not identified on the spreadsheet to complete the project of providing enhanced service for its customers, it shall propose a substitute or new location to the Village for approval, which shall not be unreasonably withheld or delayed by the Village. If the Village reasonably determines one of the approximate locations identified on the spreadsheet is impractical or is not in conformance with Village design standards and code and ordinance requirements, it may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within two hundred (200) feet of the original location to Crown Castle for approval. Crown Castle’s approval of such proposals shall not be unreasonably withheld or delayed, subject to any reasonable cost and engineering limitations. In addition, the Parties may mutually agree to modifications to pole locations regardless of the above, so long as the Accepted Designs are utilized.

h. **Fiber & Power.** Where either existing underground or aerial fiber and power connections exist to a collocation site, either the underground fiber and power or the aerial fiber and power may be utilized for the small wireless facility. The Village agrees it will, provided Crown Castle supplies an application for construction in Village right-of-way, as well as the same information for each Future Application as it provided in conjunction with the Pending Application, approve Crown Castle proposed aerial power and fiber installations for proposed locations where existing aerial fiber lines, aerial power lines, or both, currently exist to the proposed location or currently exist within fifty (50) feet of the proposed location. The Village agrees it will, provided Crown Castle supplies an application for construction in Village right-of-way, as well as the same information for each Future Application as it provided in conjunction with the Pending Application, promptly approve Crown Castle proposed underground conduit power and fiber installations for proposed collocations where (i) existing underground fiber lines,

underground power lines, or both, currently exist or (ii) no aerial fiber or aerial power lines exist to the collocation site. Where no existing underground or aerial fiber or power connections exist to a collocation site, underground fiber and power connections, as opposed to new aerial connections, shall be used wherever possible. The approvals in this subsection are conditioned on Crown Castle (y) installing lines solely in the right of way and (z) providing the Village a drawing of such proposed lines and submission to the Village of an application for construction in a Village right-of-way for approval before commencing work, which approval shall not be unreasonably withheld or delayed. Notwithstanding the above, Crown Castle understands and acknowledges that nothing in this Agreement addresses Crown Castle's use of fiber networks owned by the Village or grants Crown Castle rights to use of fiber networks owned or operated by the Village.

i. **Technical Depictions of Approved Designs.** Crown Castle has provided technical specifications relative to the Proposed Designs shown in Exhibits A through F, which are attached hereto as Group Exhibit H. The Parties acknowledge that those technical specifications are confidential, proprietary and their release may cause Crown Castle competitive harm, and that accordingly, while they are an Exhibit to this Agreement, they shall not be publicly available following approval and execution of this Agreement.

4. **Design and Application Requirement Agreements, Compromises, Modifications and Waivers.** In reaching an Agreement on the Accepted Designs (*see* Section 3), the Parties have reached certain agreements and compromises on all remaining objections to the Application raised by the Village in its correspondence to Crown Castle representatives dated July 19, 2022, and November 10, 2022, as delineated below. In the case of the specific poles at issue in the Pending and Future Applications, and in order to avoid the uncertainties, time and expense of litigation, the Parties have agreed to the Agreements, Compromises, Modifications and Waivers from the Village's local code provisions and/or design standards related to the various application and design requirements applicable to the installation or maintenance of small wireless facilities. The Parties agree that the Agreements, Compromises, Modifications and Waivers shall be applicable both to the Pending Application and all approximately one-hundred and thirty-eight (138) wireless facilities Crown Castle intends to install or collocate in the Village through the Future Applications. The Agreements, Compromises, Modifications and Waivers are as follows:

a. **Village Code, §§ 13-8-5-A-11; 13-8-9-A; 13-8-9-H – Radio Frequency Testing and Monitoring.** In light of the fact that the locations proposed for small wireless facilities in the Pending and Future Applications are anticipated to have essentially identical equipment, the Village agrees to a modification to its ordinance requirements regarding establishment of radio frequency emissions compliance and testing requirements. In satisfaction of those requirements, the Village agrees to allow Crown Castle to provide one electromagnetic energy ("EME") study for the radio equipment of each type of node configuration it intends to use in the Village. The EME study will be conducted by an independent third-party professional engineer and will calculate the standoff distance, which is based on the equipment's maximum potential radio frequency emissions. The Parties agree this EME study

satisfies the Village's request for the FCC Office of Engineering and Technology Bulletin 65 Appendix A forms. In the event the Village chooses to conduct independent radio frequency testing of installations in the future, it shall hire an independent third-party professional engineer who Crown Castle agrees in writing has the necessary minimum qualifications to perform such testing. Crown Castle's review and approval of any engineering qualifications submitted to it by the Village shall not be unreasonably withheld or delayed. If such engineer finds one or more installations to be operating in excess of federal radio frequency emission standards, Crown Castle shall (a) immediately remediate the alleged violation, (b) perform its own testing of the installation within two (2) weeks of notification by the Village that the site is in excess of allowed standards, or (c) power down the installation until Crown Castle can undertake its own testing and, in the event Crown Castle's testing corroborates that the site is in violation, take immediate action to remediate the alleged violation. In any case where Crown Castle must take remedial action as required by this Section, Crown Castle shall reimburse the Village for costs incurred by the Village in conducting the independent testing. To the extent Crown Castle changes the configuration at a wireless facility—i.e., by changing the type of radio equipment at the node—it shall conduct a new EME study for such new node configuration. A new EME study is not required for in-kind replacement of equipment.

b. **Village Code, § 13-8-5-A-18 - Proof of Wireless Service Provider Relationship.** Crown Castle agrees to provide documentary proof that the Pending Application and any Future Applications are being sought on behalf of a particular wireless provider. The request may be satisfied by Crown Castle certifying that at the time it submits an application, it has a fully executed agreement with a wireless service provider that will be its end customer for the wireless telecommunications facilities that are the subject of the application in question and by Crown Castle providing the first page and the signature page(s) of its customer contract including the name of the wireless service provider and proof that such entity is a wireless service provider.

c. **Design Standards, Section A.15 - Village Requirement to Provide Name Plate.** Crown Castle agrees to install a 4 inch x 6 inch plate with Crown Castle's own information on each pole, with the understanding that should Crown Castle cease to own and operate wireless facilities on such pole at a future time, the plate shall be replaced with one providing the name, location identifying information, and emergency telephone number of the new owner/operator.

d. **Village Code, §§ 13-8-5-A-13; 9-12-2(G) – Acoustic Study.** The Village agrees to grant a modification to its ordinance requirement that a written report analyzing acoustic levels for each wireless facility be provided. In satisfaction of this requirement, the Village agrees to allow Crown Castle to provide one acoustic study for its Pending Application and all Future Applications submitted to the Village pertaining to the same equipment configuration. To the extent Crown Castle

uses a different configuration for a wireless facility, it shall provide a written report analyzing acoustic levels for each different configuration.

e. **Village Code, Section 7-1G-6 - Contractor.** The Village requires an applicant to provide information on the contractor for the project at the time of application. Crown Castle has asserted that it cannot provide the information at this time because the project has not yet been put out to bid. The Village agrees to modify the ordinance requirement. In satisfaction of this requirement, Crown Castle agrees to provide the name and contact information of each contractor and subcontractor after the project is put out for bid and selections are made and before commencing work. Prior to commencing work, all contractors and subcontractors shall provide registration, proof of insurance, bonds, and other submittals as required by the Village's generally applicable requirements for utility construction in rights-of-way.

f. **Village Code, § 13-8-5-A-7 – Certification of Compliance with Design Standards and laws.** The Village agrees to accept Crown Castle's certification of compliance with written design standards established by the Village, and with the various other requirements set forth in the Village Code, with the qualifier "to the extent they do not conflict with State or federal law." The Parties agree that the "laws" covered by the submitted certification of compliance include, but are not limited to, Village building codes and FCC regulations.

g. **Design Standards, Section A.20; Village Code, Article G (Construction of Utility Facilities on Rights-of-Way); Village Code, § 13-8-10.** Where additional fiber or power cables must be run to serve the small wireless facilities, the Village shall provide conditional approval for the facilities before requiring Crown Castle to submit drawings showing the fiber and power conduit route to the small wireless facilities (including before Crown Castle indicates whether power is being supplied aerially or underground, and whether directional boring necessary to install underground fiber or power conduit will disturb any driveways, walkways, water or sewer mains, gas utilities, underground electric utilities, other underground utilities, trees or landscaping or otherwise create a land disturbance). Crown Castle acknowledges that nothing in this Agreement absolves it of the necessity of complying with Village Code requirements regarding restoration of any disturbances caused by its construction. Such approval may be conditioned on Crown Castle submitting applications for construction in the right of way in order to receive required permits for such work, and on the work sought to be performed by the applications being in conformance with the Village's generally applicable standards for utility construction in rights of way. Such applications shall include drawings showing the fiber and power conduit route to the small wireless facilities, shall indicate whether power is being supplied aerially or underground, and whether directional boring necessary to install underground fiber or power conduit will disturb any driveways. Other than as expressly provided herein, Crown Castle agrees that power shall be supplied aerially to small wireless facilities only along

existing aerial wire runs. The Parties agree to jointly work to identify any possible utility conflicts, and to jointly work in good faith to resolve any identified conflicts.

h. **Village Code, § 13-8-5-A-8 – Copies of Required Licenses, Permits and Approvals.** The Village shall provide conditional approval for the facilities before requiring Crown Castle to submit licenses, permits and approvals, if any, required by other agencies or units of government. Such approval may be conditioned on Crown Castle providing all licenses, permits and approvals, if any, required by other agencies or units of government with jurisdiction over the design, construction, location and operation of the small wireless facilities. Such required licenses, permits and approvals, if any, shall be provided before Crown Castle commences work.

i. **Village Code, § 13-8-5-A-9 – Proof of Consent for Collocation.** Where an applicant seeks to attach a small wireless facility to an existing utility pole or wireless support structure owned by an entity other than the Village, the Village requires an applicant, as part of the application, to provide legally competent evidence of the consent to the collocation from the owner of the applicable utility pole or wireless support structure. Crown Castle is working with the Electric Utility on access to certain transmission poles, and the Village agrees to modify its requirement to allow proof of consent to be provided to the Village prior to the commencement of any installation on an Electric Utility pole as opposed to at the time of application. The Parties are jointly working with the Electric Utility on the decommissioning of certain streetlight-only poles to be replaced with Crown Castle-owned streetlight poles, and such poles will require no proof of consent, as they will be owned by Crown Castle as opposed to a third party.

j. **Village Code, § 13-8-5-A-12 – Proof of Applicable Licenses or Other Approvals Required by the FCC.** The Parties agree that the Pending Application and Future Applications are currently exempt from review under the National Environmental Policy Act (“NEPA”). Crown Castle has submitted, in compliance with the Village Code and in support of such exemption, the fact that the small wireless facilities in question are located in public rights-of-way and are therefore subject to categorical exclusions (CE) from environmental processing under 47 CFR § 1.1306, except as specified in Subsection 4(r) of this Agreement. If the Pending Application and Future Applications are subject to categorical exclusions (CE) from environmental processing under 47 CFR § 1.1306, the Village agrees that its request for proof of NEPA compliance is satisfied by Crown Castle’s reference to the CE, as provided in the FCC tab of the spreadsheet found at <https://ceq.doe.gov/nepa-practice/categorical-exclusions.html>, the FCC Report and Order FCC 18-30, WT Docket No. 17-79, or the FCC Second Order and Report, WT Docket No. 17-79. The Village further agrees that Crown Castle’s compliance with the requirements of Section 4(b) above shall satisfy the Village’s requirement of providing proof of applicable licenses or other approvals required by the FCC. For the sake of clarity, in the event of a change in federal law that results in a Future Application not being exempt from review under NEPA at the time it is submitted

to the Village for approval, Crown Castle will comply with any new requirement under NEPA to the extent it applies to such Future Application.

k. **Village Code, § 13-8-5-A-16 – Easements for Compatible Use.** The Parties acknowledge that all small wireless facilities currently contemplated are, at this time, proposed for public right-of-way adjacent to streets. In the event that a facility is subsequently proposed in what is described in the Act as an “easement for compatible use,” Crown Castle agrees to provide proof of the existence of such easement to the Village.

l. **Village Code, §§ 13-8-5-A-19; 13-8-5-B – Mailing Requirement.** The Village requires an applicant to mail a “notice” containing information as specified in Village Code § 13-8-5-B to nearby residents within three (3) business days of submission of an application. In satisfaction of this requirement, Crown Castle agrees to, at its option, mail or provide door hangers, within one (1) week of its application, of a notice of its application for each wireless facility to each residence located adjacent to the proposed installation or collocation of the facility, including any residence directly across the street from a proposed installation or collocation. The notice shall be substantially in the form of Exhibit I to this Settlement Agreement.

m. **Village Code, §§ 13-8-10; 7-1G-15-F; 7-1G-15-H - Equipment Color to Match Pole.** The majority of small wireless facilities will be collocated on either existing Electric Utility transmission poles, or replacement wooden street light poles. While replacement wooden street light poles may initially be brown in color, it is anticipated that they will quickly fade to a weathered gray. The Village agrees that all equipment may be in gray or, in the case of banding used to attach equipment to the poles, stainless steel colors, in order to match the anticipated weathered gray color of either the existing or replacement wooden poles. Equipment on other poles may also be in gray or, in the case of banding used to attach equipment to the poles, stainless steel colors, except where otherwise agreed to by the Parties.

n. **Village Code, §§ 13-8-10; 7-1G-15-F; 7-1G-15-H - Minimizing Visual or Aesthetic Impacts.** While the small wireless facility equipment, including antennas, located part way up each pole as shown on Exhibits A through F are shown at varying heights, Crown Castle will, in compliance with Village design standards, locate such equipment, no less than twelve (12) feet above ground level, as measured to the lowest-most point of the installation. The antennas for each small wireless facility will be located above the remaining equipment. Crown Castle shall use commercially reasonable efforts to locate the equipment as high as technically and practically feasible on each pole in order to keep the equipment out of the sight lines of persons walking or driving at street level, subject to maintaining the efficiency of the overall project. The Parties agree that this requirement has otherwise been satisfied through the Accepted Designs.

o. **Village Request to Identify Pole Support.** The Village acknowledges that wooden poles do not utilize a concrete foundation, and that no reinforced concrete foundation will be required for new wooden poles, if allowed, or replacement wooden poles.

p. **Village Code, §§ 13-8-10; 7-1G-15-F; 7-1G-15-H - Concealment Measures.** The Parties agree that this requirement has been satisfied through the attached Accepted Designs.

q. **Design Standards, § A.17 – Proximity to Residence.** The Village waives the requirement that small wireless facilities shall not be mounted within two hundred (200) feet of any residence. Crown Castle shall use commercially reasonable efforts to locate small wireless facilities at intersections and/or as far from adjacent residences as is technically and practically feasible, subject to maintaining the efficiency of the overall project.

r. **Design Standards, § E - Historic Districts; Village Code, Section 13-8-10.** Crown Castle acknowledges that the Village has two (2) National Register Historic Districts, as well as a number of Historic Properties as defined under the National Historic Preservation Act (NHPA), and that small wireless facilities proposed for such Districts or adjacent to such Historic Properties are subject to NHPA reviews under federal law. Crown Castle shall comply with such NHPA review, as required by federal law and will comply with Section 3-8-10 of the Village Code.

5. **General Terms.**

a. **Maintenance Standards/Master License Agreement.** Crown Castle agrees to operate and maintain the Utility Light Poles it owns in the Village to the same standards or better than such Utility Light Poles are currently maintained by the Electric Utility. Crown Castle agrees, if requested by the Village, to enter into a mutually agreed master license agreement relative to small wireless facilities that will be collocated on Village-owned poles or on decommissioned Utility Light Poles.

b. **Decommissioning of Existing Electric Utility Light Poles.** The Parties acknowledge and agree that this Settlement Agreement is premised on the decommissioning of existing Utility Light Poles and resulting decrease in the number of proposed new poles within the Village. The Parties agree to work in good faith with the Electric Utility to effectively decommission existing Utility Light Poles as necessary to effectuate the purpose and intent of this Settlement Agreement. The Parties acknowledge, however, that there may be instances where the Electric Utility, for reasons not within the control of the Parties, declines to, or is unable to, decommission certain of the Utility Light Poles proposed by the Parties to be decommissioned. In such event, the Parties agree to work together to reach a mutually agreeable solution on how to proceed with installations at the proposed

location that meet the technological needs of Crown Castle, and the aesthetic needs of the Village. If, however, the Electric Utility does not agree to the decommissioning of at least eighty-five percent (85%)/sixty-nine (69) of the eighty-two (82) Utility Light Poles proposed to be decommissioned within nine (9) months of this Agreement, or the decommissioning of at least eighty-five percent (85%)/sixty-nine (69) of the eighty-two (82) requested Utility Light Poles is not found to be feasible, this Agreement shall terminate at the sole discretion of the Village. The date for meeting the eighty-five percent (85%) decommissioning threshold may be extended at the mutual agreement of the Parties.

c. **No Admissions.** This Settlement Agreement is a compromise of disputed claims and to avoid the time and expense of litigation. By entering into this Agreement, no Party intends to make, nor shall be deemed to have made, any admission of any kind. Nothing contained in this Agreement shall be construed as an admission by any Party as to the merit or lack of merit of any particular claims or defenses.

d. **Limitation.** This Settlement Agreement is limited to the issues expressly addressed, which have been discussed and agreed upon. Nothing in this Settlement Agreement is intended to prevent Crown Castle from proposing the collocation of additional small wireless facilities for another telecommunication provider on the same utility poles utilized by the Pending and Future Applications. While proposed facilities on the same utility poles are not addressed by this Agreement, the Village is supportive of such future collocations.

e. **Execution.** This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same agreement. The counterparts of this Settlement Agreement may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party, and the receiving Party may rely on the receipt of such documents so executed and delivered by facsimile or other electronic means as if the original had been received.

f. **Cooperation.** The Parties agree to cooperate in good faith to carry out the provisions and intent of this Settlement Agreement. The Village also agrees to indicate its approval to the county for any small cell facility applications in county rights of way that it would approve under this Agreement if the application were in a Village right of way.

g. **Representations and Warranties.** The Parties represent and warrant that they have the legal authority to enter into the Settlement Agreement and do not have any other claims regarding the subject matter of the Settlement Agreement that are not subject to the Settlement Agreement.

h. **Legally Binding Agreement.** The Parties agree that the Settlement Agreement is legally binding and enforceable.

i. **Amendments.** The Settlement Agreement may not be amended unless in writing and signed by each of the Parties.

j. **Governing Law.** This Settlement Agreement shall be construed by and in accordance with the laws of the state of Illinois, without regard to the principal of conflicts of law (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Illinois. Each Party hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts with jurisdiction over the Village for any suit, action, or other proceeding brought by any Party arising out of or relating to this Settlement Agreement or its enforcement, breach, or interpretation and the Parties agree they will not bring any such suit, action, or other proceeding in any jurisdiction other than such courts.

k. **Severability.** If any provision of the Settlement Agreement is determined by a court to be invalid, the remainder of the Settlement Agreement shall be deemed to be valid and enforceable.

l. **Attorneys' Fees.** Each Party will bear its own attorneys' fees and costs incurred, arising from, or relating to the drafting and execution of this Settlement Agreement and in resolution of the Dispute by this Settlement Agreement. In the event of suit, action, or other proceeding arising from or relating arising to this Settlement Agreement, including with regard to its breach, interpretation, or enforcement, the prevailing Party in such suit, action, or other proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in such suit, action, or other proceeding from the non-prevailing Party.

m. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective future affiliates, successors, and assigns.

n. **Advice of Counsel.** Each Party represents that it has had sufficient opportunity to review this Settlement Agreement with legal counsel of its own choice and that it has been represented by legal counsel throughout all negotiations preceding the execution of this Settlement Agreement. Each Party further represents that it has executed this Agreement voluntarily with the consent and upon the advice of such counsel before signing, and signs freely and with full understanding of its terms.

o. **Construction.** This Settlement Agreement was negotiated at arm's length. No Party shall be entitled to have any language contained in this Settlement Agreement construed against another Party because of the identity of the drafter. For the purposes of construing this Settlement Agreement, all Parties shall be considered the drafter of this Settlement Agreement. Any section, subsection, or

numerical headings in this Agreement are strictly for convenience only and shall not affect the interpretation of this Agreement.

p. **Entire Agreement.** Except as expressly stated herein, this Settlement Agreement embodies the sole and entire agreement of the Parties and supersedes any and all prior contemporaneous communications, agreements, and understandings, written, or oral. No verbal statements, agreements, promises, understandings, undertakings, or arrangements made prior to or contemporaneously with the execution hereof shall be binding on any of the Parties, unless expressly set forth herein. Nor shall any verbal statements, agreements, promises, undertakings, arrangements, understandings, act, or omission of any Party or its trustees, officers, directors, shareholders, members, principals, agents, employees, affiliates, attorneys, successors or assigns, occurring subsequent to the date hereof, be deemed an amendment or modification hereof, unless reduced to writing and signed by all of the Parties hereto or their successors or assigns, as the case may be.

q. **Favored Status.** The Parties acknowledge that both the Village of Western Springs and the Village of Clarendon Hills are currently considering substantially similar settlement agreements. Provided this Agreement is approved by the Village's Board of Trustees no later than April 20, 2023, and in the event Crown Castle agrees to design and application requirement Agreements, Compromises, Modifications and Waivers with either the Village of Western Springs or the Village of Clarendon Hills that (a) were not in the draft settlement agreement between the Villages of Western Springs and Clarendon Hills and Crown Castle provided to the Village's outside counsel, Klein, Thorpe and Jenkins, Ltd., ("Village Outside Counsel") on or before March 17, 2023, and (b) grants the Villages of Western Springs or Clarendon Hills more favorable rights than those contained in the design and application requirement Agreements, Compromises, Modifications and Waivers set forth in Section 4 of this Agreement (such more favorable rights are "Favorable Provisions"), the Village shall have the right, but not the obligation, to have this Agreement amended to provide the Village with the benefit of such Favorable Provisions. The Village may only invoke this section if, within five (5) days of the approval by either of the other Villages of an Agreement containing such Favorable Provisions, it provides written notice to Crown Castle. The written notice must specify the particular design and application requirement agreements, compromises, modifications, and waivers entered into between Crown Castle and the Villages of Western Springs or Clarendon Hills it considers to be Favorable Provisions and wishes to have included in this Agreement as an amendment. If Crown Castle contests one or more of the specified Agreements, Compromises, Modifications and Waivers are Favorable Provisions under this Section 5(q), it must provide the Village with a written objection to the notice within five (5) days of receiving it and the Parties shall confer in good faith to resolve the objection before seeking court intervention. To the extent Crown Castle has not objected to one or more specified Agreements, Compromises, Modifications and Waivers as provided in this Section 5(q), this Agreement shall be deemed automatically amended to include them without further action of the

parties. For avoidance of doubt, the Village's rights granted in this Section 5(q) are solely limited to design and application requirement Agreements, Compromises, Modifications and Waivers to which Crown Castle agrees with either the Villages of Western Springs and Clarendon Hills between (i) the date this Agreement is approved by the Village's Board of Trustees and (ii) the earlier of (A) the date the last of the three (3) municipalities approves a substantially similar settlement agreement; or, (B) in the event Crown Castle files a legal action against one (1) of the other two (2) municipalities, the date the municipality against whom no legal action was filed approves a substantially similar agreement; or (C) in the event Crown Castle files a legal action against both the Village of Western Springs and the Village of Clarendon Hills, the date upon which Crown Castle files its legal action against the second of those municipalities. Approval of this Agreement by the Village's Board of Trustees on or before April 20, 2023, is a condition precedent of the rights granted the Village in this Section 5(q). Time is of the essence for this Section 5(q).

r. **Notice.** Any notices with respect to this Settlement Agreement shall be sent to the Parties and their counsel by e-mail or nationally recognized overnight courier to the following addresses:

Crown Castle:

Ian H. Fisher
Taft Stettinius & Hollister LLP
111 E. Wacker Dr. Ste. 2600
Chicago, IL 60601
Email: ifisher@taftlaw.com

Village of Hinsdale:

Michael A. Marrs
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Dr., Suite 1660
Chicago, IL 60606
Email: mamarrs@ktjlaw.com

[SIGNATURE PAGE FOLLOWS]

Signed and Executed:

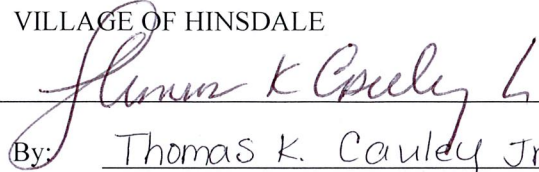
CROWN CASTLE FIBER LLC

By: _____

Its: _____

Date: _____

VILLAGE OF HINSDALE


By: _____

Its: Village President

Date: April 18, 2023

Exhibit A
Decommissioned Pole



1 EXISTING POLE
SCALE: NONE



2 PROPOSED POLE
SCALE: NONE

ENGINEER:
CCSI
NETWORKS
A NETWORK CONNEX COMPANY
5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

OWNER:
CROWN
CASTLE

CONTRACTOR:
TBD

TITLE:
PROPOSED
SMALL CELL NODE

CROWN CASTLE ID:

HUB:

SCU: PSLOC:

PROJECT NUMBER:

DRAWN BY: JCS DATE DRAWN:

NO.	DATE	DESCRIPTION	BY
REVISIONS			

SHEET NUMBER

Exhibit B Top Extension



① EXISTING POLE
SCALE: NONE



② PROPOSED POLE
SCALE: NONE

ENGINEER:
CCSI
NETWORKS
A NETWORK CONNEX COMPANY
5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

OWNER:
CROWN
CASTLE

CONTRACTOR:

TBD

TITLE:
PROPOSED
SMALL CELL NODE

CROWN CASTLE ID:

HUB:

SCU:

PSLOC:

PROJECT NUMBER:

DRAWN BY:

JCS

DATE DRAWN:

1			

NO.	DATE	DESCRIPTION	BY
REVISIONS			

SHEET NUMBER



Exhibit C
Side Mount



1 EXISTING POLE
SCALE: NONE



2 PROPOSED POLE
SCALE: NONE

ENGINEER:			
 CCSI NETWORKS			
A NETWORK CONNEX COMPANY			
5101 THATCHER RD. DOWNERS GROVE, IL 60515 OFFICE 630.572.9999 • FAX 630.572.9998			
OWNER:			
 CROWN CASTLE			
CONTRACTOR:			
<h1>TBD</h1>			
TITLE:			
PROPOSED SMALL CELL NODE			
CROWN CASTLE ID:			
HUB:			
SCU:		PSLOC:	
PROJECT NUMBER:			
DRAWN BY:		DATE DRAWN:	
JCS			
			JC
NO.	DATE	DESCRIPTION	BY
REVISIONS			
SHEET NUMBER			



① EXISTING CONDITION
SCALE: NONE



② PROPOSED POLE
SCALE: NONE

ENGINEER: A NETWORK CONNEX COMPANY 5101 THATCHER RD. DOWNERS GROVE, IL 60515 OFFICE 630.572.9999 • FAX 630.572.9998																	
OWNER: 																	
CONTRACTOR: <div style="text-align: center; font-size: 24px; font-weight: bold;">TBD</div>																	
TITLE: PROPOSED SMALL CELL NODE																	
CROWN CASTLE ID:																	
HUB:																	
SCU:	PSLOC:																
PROJECT NUMBER:																	
DRAWN BY: JCS	DATE DRAWN: 05/03/2022																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 15%;">DATE</th> <th style="width: 60%;">DESCRIPTION</th> <th style="width: 20%;">BY</th> </tr> </thead> <tbody> <tr><td colspan="4" style="text-align: center;">REVISIONS</td></tr> <tr><td colspan="4" style="text-align: center;">SHEET NUMBER</td></tr> <tr><td colspan="4" style="height: 40px;"></td></tr> </tbody> </table>		NO.	DATE	DESCRIPTION	BY	REVISIONS				SHEET NUMBER							
NO.	DATE	DESCRIPTION	BY														
REVISIONS																	
SHEET NUMBER																	

Exhibit E Metal Pole



① EXISTING POLE
SCALE: NONE



② PROPOSED POLE
SCALE: NONE

ENGINEER:
CCSI
NETWORKS
A NETWORK CONNEX COMPANY
5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

OWNER:
CROWN
CASTLE

CONTRACTOR:
TBD

TITLE:
PROPOSED
SMALL CELL NODE

CROWN CASTLE ID:

HUB:

SCU: PSLOC:

PROJECT NUMBER:

DRAWN BY: JCS DATE DRAWN: 02/22/2023

NO.	DATE	DESCRIPTION	BY
REVISIONS			

SHEET NUMBER



1 EXISTING POLE
SCALE: NONE



2 PROPOSED POLE
SCALE: NONE

ENGINEER:			
 A NETWORK C@NNEX COMPANY			
5101 THATCHER RD. DOWNERS GROVE, IL 60515 OFFICE 630.572.9999 • FAX 630.572.9998			
OWNER:			
			
CONTRACTOR:			
TBD			
TITLE: PROPOSED SMALL CELL NODE			
CROWN CASTLE ID:			
HUB:			
SCU:		PSLOC:	
PROJECT NUMBER:			
DRAWN BY: JCS		DATE DRAWN: 02/24/2023	
NO.	DATE	DESCRIPTION	BY
REVISIONS			
SHEET NUMBER			

Opportunity	Project	SCU	Site Name	Municipality	Hub	Pole Type 1/27	SCAF LAT 1/27	SCAF LONG 1/27
60660939	Hinsdale 212	507772	CTRL_HINSDALEA_105	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507851	CTRL_HINSDALEA_112	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507852	CTRL_HINSDALEA_113	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507857	CTRL_HINSDALEA_119	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507862	CTRL_HINSDALEA_124	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507881	CTRL_HINSDALEA_140	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507771	CTRL_HINSDALEA_104	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507815	CTRL_HINSDALEA_154	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507816	CTRL_HIINSDALEA_155	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507876	CTRL_HINSDALEA_161	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507853	CTRL_HINSDALEA_114	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507856	CTRL_HINSDALEA_118	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507749	CTRL_HINSDALEA_81	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507863	CTRL_HINSDALEA_125	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507865	CTRL_HINSDALEA_127	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507770	CTRL_HINSDALEA_103	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507854	CTRL_HINSDALEA_115	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507859	CTRL_HINSDALEA_121	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507860	CTRL_HINSDALEA_122	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507870	CTRL_HIINSDALEA_132	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507797	CTRL_HINSDALEA_135	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507800	CTRL_HINSDALEA_138	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507806	CTRL_HINSDALEA_145	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507811	CTRL_HINSDALEA_150	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507813	CTRL_HINSDALEA_152	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507820	CTRL_HINSDALEA_159	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507822	CTRL_HINSDALEA_162	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507824	CTRL_HINSDALEA_164	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507825	CTRL_HINSDALEA_165	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507827	CTRL_HINSDALEA_167	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507838	CTRL_HIINSDALEA_178	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507839	CTRL_HINSDALEA_179	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507841	CTRL_HINSDALEA_181	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507836	CTRL_HINSDALEA_176	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507726	CTRL_HINSDALEA_56	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507879	CTRL_HIINSDALEA_57	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507731	CTRL_HINSDALEA_62	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507737	CTRL_HINSDALEA_68	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507748	CTRL_HINSDALEA_80	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507757	CTRL_HINSDALEA_89	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507759	CTRL_HINSDALEA_92	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507760	CTRL_HIINSDALEA_93	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507761	CTRL_HINSDALEA_94	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507764	CTRL_HINSDALEA_97	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX

[illegible]

[illegible]

60660939 Hinsdale 212	507819 CTRL_HINSDALEA_158	Hinsdale	CH VZB DOWNERS GROVE	Short Traffic Light	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507873 CTRL_HINSDALEA_78	Hinsdale	CH 55TH&LAGRANGE_HD	Short Traffic Light	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507767 CTRL_HINSDALEA_100	Hinsdale	CH 55TH&LAGRANGE_HD	Stainless Metal street light	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507717 CTRL_HINSDALEA_46	Hinsdale	CH VZB DOWNERS GROVE	Stainless Metal street light	41.XXXXXX	-87.XXXXXX

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