

RESOLUTION 24-20

**A RESOLUTION APPROVING A GROUND LEASE AGREEMENT
BETWEEN THE VILLAGE OF MANTENO AND CAMPUS
COMMUNICATIONS GROUP, INC. CHAMPAIGN, ILLINOIS**

BE IT RESOLVED by the President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

Section 1

The Ground Lease Agreement between Campus Communications Group and the Village of Manteno as attached, is hereby approved and incorporated herein as a part of this Resolution.

Section 2

The President is hereby authorized and directed to execute the Memorandum of Understanding and such other documents as may be necessary to implement the same.

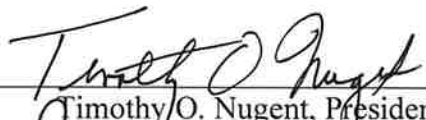
Section 3

All resolutions or parts thereof in conflict with this Resolution are hereby repealed.


Section 4

This Resolution shall be in full force and effect upon its adoption.

Adopted March 3, 2025.



Timothy O. Nugent, President



Robin Batka, Village Clerk

GROUND LEASE AGREEMENT

This Ground Lease Agreement (Agreement) is entered into on this 24th day of February 2025 (**Effective Date**) between **Campus Communications Group, Inc.**, a Delaware corporation, whose principal address is 601 N. Country Fair Dr., Champaign, Illinois 61821 (**Lessee**), and the Village of Manteno, whose principal address is 98 East Third Street, Manteno 60950 (**Lessor**).

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease and Premises

a. Lessor is the owner of and holder of marketable title to a parcel of land located in the Village of Manteno, County of Kankakee, and State of Illinois, commonly known as Storm Water Detention Area, East 9000 North Road, Manteno, IL 60950, more particularly described in **Exhibit A** attached hereto (Property). Lessor hereby leases to Lessee and Lessee leases from Lessor a ten foot by ten foot (10' x 10') space located at the northeast corner of the Property, commencing 30 feet south of the north boundary and 5 feet to the west of the east boundary, and more fully described in **Exhibit B** attached hereto (Premises), subject to and for the purposes set forth in this Agreement. Lessor shall maintain the Property and Premises so as not to interfere with use of the Premises by Lessee and its employees, representatives, invitees, and/or contractors, and only as authorized by this Agreement.

b. Lessor hereby grants to Lessee, for use by Lessee, its employees, representatives, invitees, and/or contractors, easements appurtenant (Easements) to the Premises over, under, and across the portion of Property identified as _ in Exhibit A and Exhibit B attached hereto for the non-exclusive use of Lessee, including its successors and assigns, and their respective employees, representatives, invitees, and/or contractors, for access to and from the Premises by persons and appropriately sized vehicles, and over, under, and across the portion of the Property identified in Exhibit A and the Premises in Exhibit B_ attached hereto for the non-exclusive installation, use, maintenance, repair, removal, and replacement from time to time of underground utility lines, phone lines, and similar features, and related equipment serving the Premises. The Easements granted in this Agreement shall run with the land so long as this Agreement remains in effect but shall expire and be of no further force or effect upon the expiration or earlier termination of this Agreement.

2. Use of Premises.

a. Lessee shall be entitled to sole and exclusive possession of the Premises, subject to preexisting drainage easement rights, during the term of the Lease. Provided, however, Lessee shall be prohibited from using the subject property in any other manner besides a Site Compound, as hereinafter defined, for fiber optic communications services. The Lessee shall in the Lessee's use of the Premises comply in every respect with all rules, order, regulations, ordinances, statutes and the laws of all governmental units having jurisdiction over the Property and Lessee's use. The Lessee shall not permit the Premises to be used at any time or in any manner

for the storage, use or disposal, whether temporary or permanent, of any hazardous material as such term is defined by applicable laws.

b. Lessee shall have the right to install, construct, repair, replace, operate, upgrade, remove, and maintain fiber optic communication lines and necessary appurtenances on the Premises, including shelter buildings, conduit, telephone, electric, and radio cables and other transmission lines, fencing, generators, and other related equipment and facilities for use and occupancy by Lessee in its provision of fiber optic communications services (collectively Site Compound). Lessee shall also have all rights of access, ingress, and egress to the Premises to use the Premises as described herein. Under no circumstances shall Lessee alter the grade of the Premises or install any improvement that substantially and adversely alters or affects, in the opinion of the Village Engineer, the flow of water over the surface of the Premises.

c. Lessee shall remove all of the Site Compound, at its sole expense, on or before the expiration or earlier termination of the Agreement. Lessee shall repair any damage to the Premises and/or the Property caused by Lessee and/or any party working for Lessee's benefit, and to restore the Premises to its condition as on the Effective Date (as defined below), ordinary wear and tear and damage from the elements excepted.

d. In connection with the Site Compound, Lessee shall, at its sole cost and expense, obtain electrical and telephone service directly from the servicing utility company, including the right to install a separate transformer, meter, and main breaker, where required. Lessee shall be responsible for the utilities consumed at the Site Compound as charged by the servicing utility company. Lessee shall be responsible to pay any utility charges that may be assessed against it due to Lessee's use, possession and occupancy of the Premises.

e. Lessee shall have the right to use whatever commercially reasonable measures it deems necessary to install and secure the Site Compound on the Premises; provided, Lessee shall take all employ all reasonable measures to avoid damage to the Property, and in the event Lessee and/or any party working on behalf of Lessee does damage the Property, Lessee shall promptly repair such the Property or Premises to the same condition it was prior to being damaged.

f. Lessee shall have the right to trim, now and hereafter, all brush and trees as may be necessary for the installation, operation, and maintenance of the Site Compound.

g. Lessor shall have the right to use and enjoy fully said Premises, subject to the Lessee's rights hereby granted. Lessor, however, agrees it will not construct nor permit to be constructed any new lakes, ponds, buildings, or other structures of a permanent nature upon or over said Premises without the written consent of the Lessee.

h. Lessee is not responsible for any maintenance, repair, or upkeep of the Property or Premises including but not limited to mowing, trimming, snow, or ice removal, and if applicable, any driveway installation, maintenance, or repairs. Lessor agrees to assume full responsibility for such tasks, unless Lessee erects a fence and encloses all or part of the Premises, in which case, Lessee agrees to maintain, repair, and/or upkeep the area

enclosed within the fenced area. Lessee shall be solely responsible to maintain the Site Compound and for damage to any improvements installed by Lessee during the term of its tenancy.

i. Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, or Lessee's agents, employees, and/or contractors, which access shall remain unimpeded throughout the Term and any Renewal Term of this Agreement.

j. Lessor makes no warranty, either express or implied, as to the condition of the Premises or that it is suitable for Lessee's purposes or needs. Lessee, by the execution of this Agreement, accepts possession of the Premises in "as is" condition.

3. Construction.

a. Lessee, including its employees, representatives, invitees, and/or contractors, shall have the rights, under this Agreement, to enter the Property for the purpose of constructing the Site Compound on the Premises.

b. Lessor understands time is of the essence and, upon execution of this Agreement, will not interfere with access to the Property or Premises by Lessee, or Lessee's agents, employees, and/or contractors.

4. Asset Ownership.

a. During any term of this Agreement, Lessee shall provide and retain full ownership of the Site Compound.

b. At the expiration or sooner termination of this Agreement, the Lessee shall quit and surrender all of the Premises to the Lessor. Any portion of the Site Compound not removed by Lessee within 90 days of the expiration or earlier termination of this Agreement shall be deemed abandoned by the Lessee.

5. Term.

a. The initial term of this Agreement shall be for a period of ten (10) years (Initial Term) commencing on the Effective Date.

b. At the end of the Initial Term, this Agreement shall automatically renew for up to two (2) successive five (5) year periods (each a Renewal Term) unless either party provides written notice to the other of its intention not to renew at least one-hundred and eighty ("180")s prior to the expiration of the Initial Term or any Renewal Term. Each Renewal Term shall be subject to the same terms and conditions in effect during the Initial Term, unless otherwise amended by the parties.

6. Consideration.

Within three (3) months of the completion of construction, in consideration of the Easements granted by Lessor to Lessee in paragraph 1 (b), Lessee shall provide up to 1 Gigabit of service to Lessor at the following locations:

Manteno City Hall	98 East Third St, Manteno, Illinois 60950
Manteno Public Works	10555 N Maple St, Manteno, Illinois 60950
Manteno Police Station	110 Marquette Pl, Manteno, Illinois 60950
Heritage Park	500 West Cook St, Manteno, Illinois 60950
Thies Park	747 Park St, Manteno, Illinois 60950
Legacy Park	1725 North Maple St, Manteno, Illinois 60950

7. Taxes.

Lessee acknowledges that in the absence of this Lease, the Property would be exempt from real estate taxes. In the event the Property or any portion of the Property becomes taxable as a result of this Agreement or the Lessee's use, possession or occupancy, Lessee shall pay those real estate taxes on or before the date on which such taxes become due. If Lessee fails to pay such taxes when due, the Lessor may send written notice of that failure to Lessee. If Lessee fails to pay those taxes within 5 business days after receipt of the Lessor's notice, the Lessor may pay such taxes on behalf of Lessee. If the Lessor pays any taxes for Lessee, Lessee shall be obligated to reimburse the Village within 10 days thereafter including any interest and penalties due to a late payment. Lessee's failure to pay the real estate taxes or reimburse the Lessor therefore shall be cause for termination of this Agreement. This obligation to pay real estate taxes shall survive the termination or expiration of this Agreement.

8. Insurance.

a. Lessee, at its sole cost and expense, shall provide and maintain, during the Initial Term of this Agreement and any Renewal Terms, a policy or policies of comprehensive liability insurance and, during any period of construction, commercial general liability insurance, and worker's compensation insurance, with a combined single limit liability coverage of One Million and no/100 Dollars (\$1,000,000). Each such policy shall name the Lessor as an additional insured and shall contain an affirmative statement by the issuer that it will give written notice to the Lessor at least thirty (30) days prior to any cancellation or amendment of its policy. Lessee shall provide to the Lessor a replacement certificate not less than thirty (30) days prior to expiration of any policy.

b. Lessor, at its sole cost and expense, shall provide and maintain, during the Initial Term of this Agreement and any Renewal Terms, appropriate insurance for any other activities being conducted on the Property with a minimum combined single limit coverage of one million dollars (\$1,000,000).



9. Indemnification.

a. Lessee shall defend, indemnify and hold harmless the Lessor, its officers, employees and agents ("Landlord Parties") from and against any and all common law or statutory liabilities, damages, obligations, losses, claims, civil actions, costs or expenses, including reasonable attorneys' fees and expenses (collectively, "Losses and Claims"), arising from any act, omission or negligence of Lessee or its employees, agents, vendors and/or contractors ("Lessee Parties") in the design, construction, installation, operation, maintenance, replacement or repair of the Site Compound by Lessee Parties.

b. Landlord Parties shall defend, indemnify, and hold harmless Lessee Parties, from and against any and all other claims, damages, liabilities, obligations, costs, and expenses related to the Property or Premises, including but not limited to any claims, damages, liabilities, obligations, costs, and expenses arising out of any other operations or activities being conducted on the Property, including by other tenants.

10. Right to Lease and Warranty of Title.

Lessor represents and warrants that: (a) Lessor has the sufficient right, title and interest in the Property to enter into this Agreement and to grant Lessee its rights hereunder; (b) Lessor has not entered into any agreement with any third party which would require such party's consent hereto or preclude or limit Lessor's performance of its obligations under this Agreement; (c) Lessor owns the Property in fee simple and has the right to grant access to and use of the Premises; (d) so long as Lessee complies with the terms and conditions of this Agreement, Lessor shall provide to Lessee quiet and peaceful enjoyment and exclusive possession of the Premises; and (e) Lessor may enter into any mortgage/deed of trust agreement on the property subsequent to the execution of this Agreement provided that any such mortgage or deed of trust agreement shall be subject to the terms of this Agreement and shall contain a non-disturbance and attornment agreement. Notwithstanding anything herein to the contrary, Lessee understands and agrees that the Property is intended and is used as a storm water detention and drainage by the public, and Lessee's use, occupancy, and possession of the Premises shall be subordinate and subject thereto.

11. Successors and Assigns.

a. This Agreement is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

b. Lessor may assign this Agreement to any solvent party. If Lessor sells, conveys, or transfers the Property, the sale, conveyance, or transfer will be made known to Lessee as soon as is possible. Lessor agrees to provide Lessee with buyer's contact information and to make buyer aware of this agreement and easement as granted.

c. Lessee may not assign its rights or obligations under this Lease without the prior written consent of Lessor. Such consent shall not be unreasonably withheld.

12. Default.

No event of default (Default) shall be deemed to have occurred hereunder unless either party, after notice from the other party as provided herein: (i) fails to pay any monetary obligation when due and does not cure such failure within fourteen (14) days after such notice, or (ii) commits a material breach of its non-monetary obligations under this Agreement and fails within thirty (30) days after such notice thereof to cure or commence curing the breach and continuously and diligently pursue such cure to its completion in not more than sixty (60) days after such notice. Upon the occurrence of a Default as set forth in the preceding sentence, the non-defaulting party shall have the right to terminate this Agreement on fourteen (14) days written notice to the other party, provided the Default is not cured within the applicable cure period. In the event of Default by the Lessor or Lessee in the performance of any of their obligations under this Agreement, the other party's remedies shall be limited to termination of this Agreement or specific performance of the Agreement. Neither party shall be liable to the other for consequential damages or lost profits.

13. Notices.

Unless otherwise provided herein, any notice or demand required to be given herein shall be given in writing by certified or registered mail, return receipt requested or reliable overnight courier to the address of the intended recipient as set forth below. A courtesy copy shall also be sent as set forth below. Each party may designate a change of notice address by giving written notice to the other party.

TO LESSEE:

Campus Communications Group, Inc.
Attn: Michael O'Linc, President
601 N. Country Fair Dr.
Champaign, IL 61821

TO LESSOR:

Village of Manteno
*Attn: Administrator
98 East Third Street, Manteno 60950
clarocque@villageofmanteno.com

WITH COPY TO:

Pavlov Media
Attn: Legal Department
601 N. Country Fair Dr.
Champaign, IL 61821
legal@pavlovmedia.com

WITH COPY TO:

Joseph Cainkar
Louis F. Cainkar, Ltd.
30 North LaSalle, Suite 3430
Chicago, IL 60602
joe@lfltd.net

14. Force Majeure.

a. It is specifically agreed that neither party shall be held responsible or liable for nonperformance, late performance, or any loss, damage, detention or delay due to causes beyond the reasonable control of such party, including but not limited to: acts of God; acts of the public enemy; acts of a government; fires; floods; unusually severe weather which could not have been reasonably anticipated (collectively, "Force Majeure Events").

b. If either party is claiming the benefit of excusable delay due to a Force Majeure Event, then it shall state in writing to the other party within fourteen (14) days (or such other longer period as may be reasonable as a result of the Force Majeure Event) of the circumstances creating the delay.

c. The party claiming the benefit of an excusable delay due to a Force Majeure Event must use commercially reasonable efforts to recover from said Force Majeure Event and resume performance hereunder as soon as practicable.

15. Destruction or Condemnation.

If the Premises are substantially damaged or destroyed by casualty or condemned such that Lessee is unable to operate the Site Compound as contemplated in this Agreement, then within thirty (30) days after such occurrence, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, or condemnation. If Lessee chooses not to terminate this Agreement, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises so long as such reduced or abated use exists.

16. Amendment.

No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by both parties.

17. Liens; Security Interests; and Impairment of Title.

a. Lessor agrees and acknowledges that for so long as this Agreement and shall be in effect, Lessee (or the holder of Lessee's interest in the Agreement) shall own any and all improvements, buildings, structures and equipment installed by Lessee on or about the Site Compound, and Lessor waives any lien rights it may have concerning the Site Compound which are deemed personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

b. Lessee shall not permit any liens to be filed against the Property, including the Premises, or any structures existing thereon. If a lien is filed, Lessee shall, within 10 days after notice of the filing of the lien is delivered, either pay the amount of the lien and cause the lien to be released of record, or diligently contest the lien and deliver to the Lessor a security in the amount equivalent to the lien. If Lessee fails to take such action in a timely manner, Lessor may pay the lien claim, and the Lessee shall reimburse that amount, including expenses and interest, within 10 days after Lessor delivers an invoice for those amounts to Lessee. Lessee shall indemnify

and defend Lessor against all losses (including attorney's fees) in any way arising from or relating to the failure by the Lessee to pay for any work performed, materials furnished, or obligations incurred by or at the request of the Lessee. The provisions of this paragraph, including but not limited to the indemnity obligations, shall survive termination or expiration of this Agreement.

c. Nothing in this Agreement and no action or inaction by the Lessor shall be deemed or construed to mean that the Lessor has granted to the Lessee any right, power or permission to do any act or make any agreement which may create any right, title, interest, lien, charge or other encumbrance upon the estate of the Lessor in the Property. Without limiting the generality of the foregoing, the Lessee shall not permit any portion of the Property to be used by any person or persons at any time during the term of this Agreement in such a manner might reasonably lead to a claim of adverse use, adverse possession, prescription, dedication or similar claim with respect to the Property.

18. Attorney's Fees.

In the event there is a default of the terms of this Ground Lease Agreement, the breaching party shall reimburse the non-breaching party for any and all reasonable attorney fees incurred in the proceedings, plus costs of suit.

19. Miscellaneous.

a. This Agreement shall be governed by the laws of the State of Illinois, and venue for any action related to this Agreement shall lie in the Circuit Court of the Twenty-First Judicial District, Kankakee County, Illinois.

b. This Agreement constitutes the entire agreement and understanding between the parties, and shall be binding on and inure to the benefit of the successors, transferees in title, and permitted assignees of the respective parties.

c. Consent or approval of Lessor, where required, shall not be unreasonably withheld, delayed, or denied.

d. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.

e. The captions at the beginning of each Section are for convenience only and are to be given no weight in construing the provisions of this Agreement.

f. The parties acknowledge that all the terms and conditions of this Agreement have been fully reviewed and negotiated by the parties and that each party had an opportunity for its legal counsel to review. Having acknowledged the foregoing, the parties agree that no inconsistency or ambiguity shall be construed against the drafter.



Powered by Pavlov Media

g. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, trustee, partner, member, director, agent, employee, or attorney of the Lessor or Lessee, in his or her individual capacity, and no official, officer, trustee partner, member, manager, director, agent, employee, or attorney of the Lessor or Lessee shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

h. The signatories below represent and acknowledge they have full and binding legal authority to execute this Agreement on behalf of the parties below.

i. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile, by email of a ".pdf" format data file or completed using e-signing software (such as DocuSign), such signature shall create a valid and binding obligation of such party with the same force and effect as if such were an original signature.

[Signatures on next page]



Powered by Pavlov Media

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LESSOR:

THE VILLAGE OF MANTENO

LESSEE:

CAMPUS COMMUNICATIONS GROUP, INC.,

BY: 
Signature

BY: _____
Signature

Timothy O. Nugent - Mayor
Printed Name and Title

Michael O'Linc - President
Printed Name and Title



Powered by Pavlov Media

EXHIBIT A
DESCRIPTION OF PROPERTY

Legal Description:

OUT LOT 1 OF SOUTH CREEK FIRST ADDITION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF MANTENO, COUNTY OF KANKAKEE, STATE OF ILLINOIS;

Permanent Real Estate Index Number: (03) 02-21-217-009

Address(es) of Real Estate: Storm Water Detention Area, East 9000 North Road, Manteno, IL 60950

EXHIBIT B
DESCRIPTION OF PREMISES

A ten foot by ten foot (10 ' x 10 ') area located at the northeast corner of the Property commencing 30 feet to the south of the north boundary and 5 feet to the west of the east boundary thereof.

A sketch of the location of the Premises is depicted as follows:

A cabinet or hut, including any appurtenances, will be placed above ground on a concrete pad within the Easement. All buried facilities shall be placed within a strip of land five foot wide south from the utility hut to the right of way.