

Ordinance No. 05- 36

AN ORDINANCE APPROVING AN ANTENNA LEASE AGREEMENT WITH VELOXINET, INC.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: An antenna lease agreement with Veloxinet, Inc., a copy of which is attached hereto, is hereby approved.

SECTION 2: The Village President is hereby authorized to execute the lease, and thereafter, the proper officers and employees of the Village are authorized and directed to carry out the lease according to its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 9 day of AUGUST, 2005.

Thomas D Gray
VILLAGE PRESIDENT

ATTEST:

Pat Arkan
Village Clerk

AYES: 6 HERR SCHATTEMAN
NAYS: 0 BOYLE MCCARTHY McBRATH KAUNANAH

PASSED: 8-9-05
APPROVED: 8-9-05

ABSENT: 0



ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

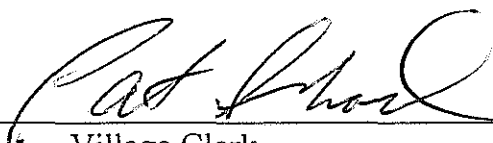
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 05- 36, adopted by the President and Board of Trustees of said Village on the 9 day of AUGUST, 2005, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN ANTENNA LEASE AGREEMENT
WITH VELOXINET, INC.**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 9 day of AUGUST, 2005.



Village Clerk



ANTENNA LEASE AGREEMENT

THIS ANTENNA LEASE AGREEMENT ("Lease") is made and entered into as of the 9 day of AUGUST, 2005 by and between the Village of Chatham, Illinois, an Illinois municipal corporation, and ("Landlord"), and Veloxinet, Inc., an Illinois Corporation ("Tenant").

For good and valuable consideration, the parties hereto agree as follows:

1. PREMISES

Landlord leases to Tenant, and Tenant leases from Landlord, space ("Premises") on the roof or top of a water tower ("Structure") owned by Landlord located at JAYCEE PARK ("Property"). Landlord grants to Tenant the Access Easement and Utility Easement described in Section 5 of this Lease. Landlord also grants to Tenant access to acceptable indoor space to house Tenant's indoor communication facility enclosure referred to in section 2.

2. USE

The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, and removing the following communication equipment:

2.1. Any and all antennas, dishes, radio transmitting and receiving devices, and/or grids as Tenant may deem appropriate.

2.2. Transmission lines, telephone lines, cables and mounting and grounding hardware.

2.3. A cabinet(s) or vault(s) to house portions of Tenant's communication equipment and related transmission and telephone lines, cables, power supplies, and necessary accessories. ("communication facility enclosure")

For the purposes of this Lease, all of Tenant's above-described equipment, antennas, dishes, radios, lines, switches, power supplies, accessories, and all necessary appurtenances will be referred to herein collectively as the "Communications Facility".

The Communications Facility may be installed by Tenant or by any of Tenant's agents or contractors. Landlord shall approve the location where the communications facility will be constructed and installed at Premises by Tenant, and such approval shall not be unreasonably withheld or delayed. Prior to installation of the Communications Facility, Tenant shall provide Landlord with plans and specifications for review and

approval by Landlord's engineer for safety and structural soundness; Tenant shall pay the reasonable and customary charges of such engineer for the review. Any plans containing an antenna structure shall be sealed by a registered structural engineer. Tenant may run transmission lines, phone lines and cables between Tenant's equipment and Tenant's antennas, dishes radios and grids. Tenant has the right to make alterations to the Communications Facility from time to time as Tenant determines to be necessary or desirable.

3. TERM

The primary term ("Primary Term") of this Lease will be for five (5) years commencing on the date of this Lease, unless sooner terminated as provided herein. The term of this Lease shall automatically extend for one additional periods of five (5) years ("Extended Term"), unless terminated by Landlord giving Tenant at least twelve (12) months prior written notice of Landlord's intent to terminate this Lease upon the expiration of the Primary Term. Tenant may terminate this Lease at any time and for any reason upon thirty (30) days prior written notice to Landlord. Landlord grants Tenant sixty (60) days after termination or expiration of this Lease in which to remove the equipment, and Tenant agrees to remove the equipment upon termination or expiration of the lease.

4. RENT

In consideration for the lease of the Premises, Tenant agrees to provide one or more of the following items as shown by a mark in the space provided opposite such item:

Tenant shall pay Landlord quarterly, in advance, during those months in which the Communications Facility is operating, the sum of \$500.00 as an agreed upon reimbursement for electricity usage by Tenant. In the event this lease is extended, the rent for the extended term shall be adjusted in the amount of any percentage change in the Consumer Price Index during the prior term.

Tenant will furnish Landlord with free internet access using Tenant's service upon installation and start-up of the Communications Facility, Tenant will provide the following.

Single PC access.

Network access

5. ACCESS AND UTILITIES

Landlord grants to Tenant, for use by Tenant, its employees, agents, and contractors, an easement and license on a twenty-four (24) hour daily basis, for (i) ingress and egress to and from the Premises and the Communications Facility (the "Access Easement"), and (ii) the installation, operation and maintenance of necessary utilities for the Premises and the Communications Facility (the "Utility Easement"). However, after the initial installation of the equipment, Tenant shall not have a key to the Premises, and access will be given to Tenant by the Water Department Supervisor, the Village President or the Chief of Police or other designated officer or employee in each case. Tenant shall give Landlord reasonable prior notice of its desire to enter the Premises. Tenant will pay all charges for electricity used or consumed by Tenant on the Premises. Tenant may install or improve existing utilities servicing the Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning damage to the Communications Facility.

6. INSTALLATION

Tenant shall install the Communications Facility on the Premises at its sole expense and in accordance with all applicable federal, state and local laws, rules and regulations. Tenant will attempt to install the Communications Facility on the Premises as soon as feasible, but in no event later than 6 months after the date of execution of this agreement. Tenant may determine at any time prior to installation occurring that the site has become unsuitable and terminate this agreement.

7. NOTICE

All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the applicable party as follows:

Landlord: Village of Chatham
116 E. Mulberry St.
Chatham, IL 62629

Tenant: Veloxinet, Inc.
1980 Central Point Road
Cantrall, IL 62625

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

8. INSURANCE

Tenant, at its own expense, shall maintain at all times comprehensive general liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and in the aggregate, and shall name Landlord as an additional insured on such policy. Tenant shall furnish such evidence as Landlord may reasonably require of the insurance including, but not limited to, a certificate of insurance.

9. LIABILITY AND INDEMNITY

Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising from any breach of this Lease by Tenant, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the term of this Lease in or about the Premises.

Tenant has examined the Structure and accepts it "as is", as suitable for Tenant's purposes. Landlord shall have no obligation to maintain the Structure, and it shall have no liability to Tenant or its agents, employees and contractors in the event of property damage or personal injury to Tenant or its agents, employees and contractors arising in whole or in part from any unsafe condition on the Structure.

The provisions of this Section 9 will survive the termination of this Lease.

10. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant may, without Landlord's consent, assign or sublet any or all of Tenant's interest in this Lease or any part thereof, and/or any or all of Tenant's right, title, and interest in and to any or all of the Communications Facility, to any party controlling, controlled by or in common control with Tenant or any party acquiring substantially all of the assets of Tenant. Otherwise, this Lease may not be assigned or sublet without the written consent of Landlord, which consent may be granted or withheld in Landlord's full and unfettered discretion.

11. TITLE

Landlord represents and warrants to Tenant that Landlord has good and marketable title to the Structure and the Property. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities. Landlord represents that Landlord is not required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering the Property in order for Tenant to construct, operate, maintain or access the Communications Facility.

12. QUIET ENJOYMENT

Landlord covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, will peaceably and quietly hold and enjoy the right to use the Premises, Access Easement and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Landlord or any persons or entities claiming under the Landlord. Landlord will not use, allow or permit the Property or Structure to be used in any manner that will limit, impair or restrict the use or operations of the Communications Facility or allow any use that could cause any destructive or conflicting interference with the Communications Facility. Landlord shall not permit any other electronic transmission equipment to be installed on or about the Premises and Property that would interfere with or impact the operation of Tenant's Communication Facility. Tenant agrees not to interfere with the operations of Landlord on the Property.

13. ENTIRE AGREEMENT AND BINDING EFFECT

This Lease constitutes the entire agreement between Landlord and Tenant; no prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

14. GOVERNING LAW

This Lease shall be governed by the laws of the State of Illinois and enforced only in a court located in Sangamon County, Illinois.

15. MISCELLANEOUS

Landlord believes that this Lease is permissible under Illinois law, in that the provision of wireless internet service is more likely than not a public use. However, in the event a court of law declares that this Lease is invalid; or in the event of a statutory or regulatory change or decisional authority which, in the opinion of Landlord, renders this Lease illegal, Landlord may terminate this lease on 60 days prior written notice, during which time Tenant may in its discretion seek a court's declaration of validity of this Lease, which will continue in force during the pendency of the suit. The Landlord may also terminate this Lease on 60 days prior written notice in the event the Structure is

damaged by fire or casualty, or if in the opinion of the Landlord the Structure becomes unsafe and must be dismantled or demolished..

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date and year first above written.

VILLAGE OF CHATHAM

By: Thomas S Gray
Village President

Attest: Pat Schaefer
Village Clerk



VELOXINET, INC.

By: _____
Its President

Attest: _____
Its secretary