

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

1. **Purpose.** The purpose of this Settlement Agreement (“Settlement Agreement”) is to memorialize the agreement between the Village of Western Springs, 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 an application to the Village requesting approval of its plans to collocate a certain small wireless facility at the following location within the Village: southeast corner of Lawn Avenue and 53rd Street (the “Pending Application”).

b. On July 20, 2022, the Village responded to the Pending Application, asserting that it was incomplete and/or deficient in certain respects.

c. On September 9, 2022, Crown Castle responded to the Village’s July 20, 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 4, 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.

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 thirty (30) additional wireless facilities in the western half of 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 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. 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, traffic signal 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 thirty (30) wireless facilities Crown Castle intends to install 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.** 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.** The Village agrees that Crown Castle's proposed designs to collocate on currently existing electric distribution poles ("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.** 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), 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.** The Village agrees that Crown Castle's proposed design to collocate on currently existing traffic signal poles ("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. **Locations.** The Village is currently conducting an initial review of the small wireless facility locations suggested by Crown Castle. 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 F, or in other locations mutually agreeable to the Parties. 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.

f. **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 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.

g. **Technical Depictions of Approved Designs.** Crown Castle has provided technical specifications relative to the Proposed Designs shown in Exhibits A through E, which are attached hereto as Group Exhibit G. 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 20, 2022, and November 4, 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 thirty (30) 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, §§ 8-13-5-A-11; 8-13-9-G; 8-13-9-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 Request to Provide 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 § A.16. - 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, §§ 8-13-5-A-13; 5-2-5 – 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, § 8-11-6 – 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.

f. **Village Code, § 8-13-5-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. **Village Code, § 8-13-9-E; Chapter 11 (Standards For Construction of Utility Facilities on Rights of Way), – Construction in the Right-of-Way.** 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, § 8-13-5-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, § 8-13-5-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, §§ 8-13-5-A-12; 8-13-5-A-14 – 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. 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.

k. **Village Code, § 8-13-5-A-18 – 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, §§ 8-13-5-A-16; 8-13-5-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 H to this Settlement Agreement.

m. **Village Code, §§ 8-13-10; 8-11-15-F - 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, §§ 8-13-10; 8-11-15-F - Minimizing Visual or Aesthetic Impacts.** The Parties agree that this requirement has been satisfied through the Accepted Designs.

o. **Design Standards, § C.14. - 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, §§ 8-13-10; 8-11-15-F - Concealment Measures.** The Parties agree that this requirement has been satisfied through the attached Accepted Designs.

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%)/seventeen (17) of the twenty (20) Utility Light Poles proposed to be decommissioned within nine (9) months of this Agreement, or the decommissioning of at least eighty-five percent (85%)/seventeen (17) of the twenty (20) 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.

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.

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 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 Hinsdale and the Village of Clarendon Hills are currently considering substantially similar settlement agreements. In the event Crown Castle agrees prior to April __, 2023, to design and application requirement Agreements, Compromises, Modifications and Waivers with either the Village of Hinsdale or the Village of Clarendon Hills that (a) were not in the draft settlement agreement between the Villages of Hinsdale and Clarendon Hills and Crown Castle provided to the Village's outside counsel, Klein, Thorpe and Jenkins, Ltd., ("Village Outside Counsel") on March 10, 2023, and (b) grants the Villages of Hinsdale 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 Village Outside Counsel receiving reasonable knowledge of 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 Hinsdale 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 to with the Village of Hinsdale and Clarendon Hills between the date this Agreement is approved by the Village's board of trustees and the date the last of the three (3) communities approves this Agreement. If Crown Castle files a legal action against any one of the three (3) municipalities, any agreements, compromises, modifications and waivers made as a result of such litigation shall not be considered to trigger this provision.

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 Western Springs:

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

VILLAGE OF WESTERN SPRINGS

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

DRAFT