
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

ORDINANCE NUMBER 2021-011

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO A LAND
LEASE AGREEMENT BETWEEN THE CITY OF BLUE ISLAND
(LESSOR) AND WIDOPENWEST ILLINOIS, LLC, A DELAWARE
LIMITED LIABILITY COMPANY (WOW) FOR THE PROPERTY
LOCATED AT 3153 WIRETON ROAD, BLUE ISLAND, ILLINOIS**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Aldermen

ORDINANCE NO. 2021-011

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO A LAND LEASE AGREEMENT BETWEEN THE CITY OF BLUE ISLAND (LESSOR) AND WIDOPENWEST ILLINOIS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (WOW) FOR THE PROPERTY LOCATED AT 3153 WIRETON ROAD, BLUE ISLAND, ILLINOIS

WHEREAS, the City of Blue Island owns certain real property, which is located at 3153 Wireton Road, Blue Island, Illinois;

WHEREAS, WideOpenWest Illinois, LLC, a Delaware Corporation presently leases a portion of the City's property for use as a concrete modular building to house equipment which is used for transmitting and receiving telecommunicating signals. A true and correct copy of this lease is attached hereto as Exhibit "A";

WHEREAS, the initial nineteen-year term of the lease expired on October 31, 2020; and

WHEREAS, WideOpenWest Illinois, LLC has requested to renew the term of the lease for an additional nineteen (19) year term;

WHEREAS, the Corporate Authorities are authorized, pursuant to 65 ILCS 5/11-76-1, to lease real estate which the city owns;

WHEREAS, the Corporate Authorities have agreed to extend the term of the lease with WideOpenWest Illinois, LLC, for an additional nineteen (19) year term in exchange for a new annual rental payment of \$6,500.00 per year.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Blue Island, County of Cook and State of Illinois, as follows:

Section One

The Mayor and City Clerk are hereby authorized to execute the First Amendment to Land Lease Agreement with WideOpenWest Illinois, LLC, a Delaware corporation, attached hereto as Exhibit “B” and which includes by reference the same provisions for use and occupancy of the premises as the original lease, a copy of which is attached hereto as Exhibit “A.”

Section Two

The City Clerk is directed to forward a certified copy of this Ordinance to WideOpenWest Illinois, LLC as notification of its passage and approval.

Section Three

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section Four

This ordinance shall be in full force and effect from and after its passage and approval as required by law.

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EXHIBIT A

**ORIGINAL LAND LEASE AGREEMENT DATED NOVEMBER 13, 2001
FOR THE TERM NOVEMBER 1, 2001 TO OCTOBER 31, 2021**

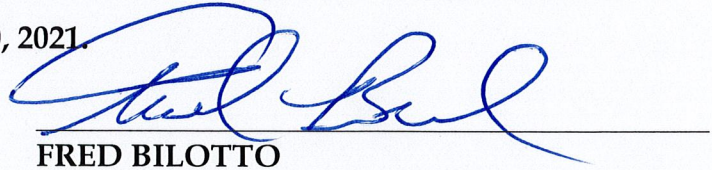
EXHIBIT "B"

**FIRST AMENDMENT TO LAND LEASE AGREEMENT
FOR THE TERM NOVEMBER 1, 2020 TO OCTOBER 31, 2039**

ADOPTED this 10th day of May, 2021, pursuant to roll call as follows:

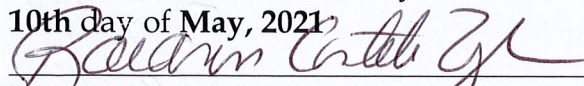
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman MONTOYA	X				
Alderman RITA	X				
Alderman FAHRENWALD	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	7				

APPROVED by the Mayor on May 10, 2021.



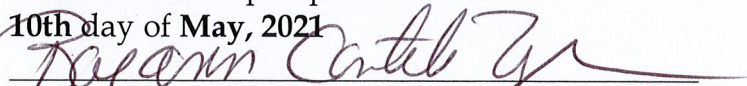
FRED BILOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
10th day of May, 2021



RAEANN CANTELO-ZYLMAN, CITY CLERK

PUBLISHED in pamphlet form this
10th day of May, 2021



RAEANN CANTELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE

I, **RAEANN CANTELO-ZYLMAN**, certify that I am the duly elected and acting Municipal Clerk of the City of Blue Island of Cook County, Illinois.

I further certify that on **May 10, 2021** the Corporate Authorities of such municipality passed and approved Ordinance No. **2021 - 011** Entitled: **AN ORDINANCE APPROVING A THE FIRST AMENDMENT TO A LAND LEASE AGREEMENT BETWEEN THE CITY OF BLUE ISLAND AND WIDOPENWEST ILLINOIS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (WOW) FOR THE PROPERTY LOCATED AT 3153 WIRETON ROAD, BLUE ISLAND, ILLINOIS.** Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. **2021 - 011** including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance posted in the municipal building commencing on **May 10, 2021** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at Blue Island, Illinois, this **10th** day of **May, 2021**.

CORPORATE SEAL


RAEANN CANTELO-ZYLMAN, CITY CLERK

LAND LEASE AGREEMENT

THIS AGREEMENT, made as of the 13th day of November, 2001, by and between the City of Blue Island, a Municipal Corporation ("Lessor"), and WideOpenWest Illinois, LLC, a Delaware limited liability company ("Lessee"). DEP

RECITALS

A. Lessor is the titleholder of certain property located in the City of Blue Island, Cook County, Illinois, described on Exhibit "A" attached hereto and referred to herein as the "Leased Premises".

B. Lessee is engaged in the telecommunications industry, and desires to lease the Leased Premises for the purpose of installing certain improvements and equipment thereon.

C. Lessor has agreed to lease the Leased Premises to Lessee, and Lessee has agreed to lease the Leased Premises from Lessor, pursuant to the terms and conditions set forth hereafter.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Lease. Lessor leases to Lessee and Lessee rents from Lessor the Leased Premises. Lessor covenants with Lessee that the Lessor is vested with fee simple title to the Leased Premises and has full right and lawful authority to lease the Leased Premises to Lessee. Prior to the date of commencement of the term of this Lease, Lessor shall furnish to Lessee evidence of Lessor's title to the Leased Premises in the form of a title insurance policy or other similar instrument, a survey drawing of the Leased Premises and, if available, a phase I environmental assessment of the Leased Premises. Lessee and its agents shall also be entitled to reasonable access to the Leased Premises for the purpose of conducting inspections and surveys thereof, including an environmental assessment. Any such activities shall be undertaken only at Lessee's expense, and only in such manner as to cause no physical damage or injury to the Leased Premises. The binding effect of this Lease upon Lessee is conditioned upon Lessee's reasonable satisfaction with the contents of the aforementioned documents, and the results of the inspections and assessment. If Lessee is not so satisfied, written notice of such dissatisfaction shall be furnished to Lessor within ten (10) days after receipt of the documents and the results of such inspections and assessment by Lessee. Lessor also represents and warrants that Lessee's proposed use of the Leased Premises, as set forth in paragraph 4 below, will be permitted by applicable zoning regulations and will not violate any recorded use restrictions affecting the Leased Premises. The title insurance policy, survey and phase I environmental assessment shall all be those which were provided to Lessor at the time when it purchased the property. Updated versions of any of these items shall be completed, if required, at the sole expense of Lessee.

2. Term. Subject to the provisions of paragraph 1 above, the term of this Lease shall commence on November 1, 2001. The term of this Lease shall be for Nineteen (19) years from the Commencement Date.

3. Rent. Lessee shall pay to Lessor rent for the entire initial term of this Lease in the amount of Seventy Five Thousand Dollars (\$75,000), which shall be paid within seven (7) days after the Commencement Date. Lessee shall pay such additional sums to Lessor or others as are set forth elsewhere in this Lease. Lessee agrees that no portion of this rent shall be refundable if Lessee terminates this Lease for any reason other than the default of Lessor.

4. Use of Leased Premises. Lessee represents that the Leased Premises will be used for construction and installation of a building and related improvements that will be utilized for the operation of equipment for transmitting and receiving telecommunication signals, which equipment includes, but is not limited to, wires, transmitters, receivers, appliances, machinery and related equipment. Lessee shall not use the Leased Premises in any manner which is in violation of any present or future governmental laws or regulations. Lessee shall not erect any type of structure or tower, on the Lease Premises except the building and related improvements described herein, without first obtaining the express written consent of Lessor. The Lessee further agrees to obtain any required building permit from Lessor to construct the improvements described in this paragraph.

5. Access; Interference.

A. Lessee shall be entitled to access to the Leased Premises, across adjoining property owned by Lessor, if necessary, on a 24-hours a day, seven (7) days per week basis, for individuals, vehicles, and construction materials and equipment, as may be reasonably required by Lessee for the purpose of constructing, installing, repairing, maintaining, and operating the improvements and equipment installed by Lessee on the Leased Premises. Lessee shall also be entitled to reasonable access to electrical and telecommunications lines and related equipment, both below and above ground, serving or able to serve the Leased Premises, including, but not limited to, existing or future easements across adjoining property owned by Lessor, for the purpose of constructing, installing, removing, maintaining, repairing and operating electrical and telecommunications equipment as may be reasonably required by Lessee in connection with the operation of its facilities on the Leased Premises. Lessee shall be responsible, at its sole cost, for repairing and/or restoring any damages or injuries to the property or any equipment of Landlord. Any such rights and easements, including the locations thereof, shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed, and such rights and easements shall, at Lessee's request, be memorialized in a written, recordable document executed by Lessor.

B. Lessor shall not use or permit the use of any of its adjoining property in a manner which physically, mechanically or electronically interferes with or diminishes in any way Lessee's use of the Leased Premises for the purposes set forth herein. If Lessor uses or permits the use of its adjoining property in such manner, Lessor shall take immediate steps, after written notice by Lessee, to correct the interference. Lessee acknowledges and represents that it has inspected the Leased Premises and that as of the date of this Lease, uses on adjoining property do not interfere with Lessee's intended use of the Leased Premises.

C. Lessee shall not use or permit use of the Leased Premises in any manner which physically, mechanically or electronically interferes with or diminishes in any way

Lessor's use of its adjoining property. Lessor acknowledges that Lessee's proposed use of the Leased Premises does not interfere with Lessor's use of its adjoining property.

6. Utilities. Lessee shall pay for all electricity, telephone service, water, sewer, refuse removal and all other such utilities or services used or consumed by Lessee, its customers, invitees or employees on or in the Leased Premises.

7. Taxes. Lessee shall pay, when due, all real and personal property taxes assessed, levied or to become a lien on the Leased Premises or any improvements thereon, subject to proration at the commencement and expiration of the term of this Lease in accordance with the custom and practice followed in the area of the Leased Premises. If the Leased Premises are assessed and taxed as part of a larger parcel, the parties shall reasonably apportion such assessment and taxes between the Leased Premises and the remainder of the overall parcel. Special assessments becoming a lien on the Leased Premises during the term hereof shall be the responsibility of Lessor. Lessee, at its cost, shall have the right, at any time, to seek a reduction in the taxable valuation of the Leased Premises, or to contest any such valuation. Lessor shall not be required to join in any proceeding or contest brought by Lessee, unless the provisions of any law require that the proceeding or contest be brought by or in the name of Lessor. In that event, Lessor shall join in a proceeding or contest, or permit it to be brought in Lessor's name, so long as Lessor is not required to bear any expense related thereto.

8. Maintenance and Repair. Lessee shall be responsible for all repairs and maintenance required to be made to any structures or other improvements constructed upon or made to the Leased Premises by Lessee, except for any repairs occasioned by the acts or negligence of Lessor, which shall be paid for by Lessor. Lessee shall maintain the Leased Premises in good repair and condition throughout the term of this Lease and any extensions. Lessee shall use reasonable care and diligence to keep and maintain the Leased Premises free from waste and shall deliver the same to Lessor in substantially the condition that existed on the Commencement Date, reasonable wear and tear and damage by the elements excepted.

9. Alterations and Improvements. Lessee shall be entitled to undertake alterations, additions and improvements to structures and equipment located on the Leased Premises during the term of this Lease, subject to applicable terms and provisions contained in this Lease, provided Lessee notifies Lessor of any additions or improvements to structures and equipment that may require a prior building permit or inspection. Except as may otherwise be provided for herein, all structures or improvements of any kind constructed or placed by Lessee on the Leased Premises, and all alterations, improvements, changes or additions made thereto, shall be the property of Lessee, and shall be removed by Lessee on the expiration of the term, or early termination of this Lease, at Lessee's sole expense. Lessee also agrees that it will restore the Leased Premises to substantially their pre-lease condition immediately after removal of any of Lessee's property from the Leased Premises, reasonable wear and tear and damage from the elements excepted.

Lessee shall keep the Leased Premises and all buildings and improvements located thereon free and clear of any and all construction, mechanics', materialmen's and other liens for or arising out of or in connection with work or labor done, services performed or materials used or furnished for or in connection with any work or construction by, for, or

permitted by Lessee on the Leased Premises. Lessee shall at all times promptly and fully pay or discharge any and all such claims on which any such liens may be based, and Lessee shall also indemnify Lessor and the Leased Premises against all such liens and suits or other proceedings relating thereto. Lessee shall have the right to contest in good faith the correctness or validity of any of the aforementioned liens, so long as Lessor's interest in the Leased Premises and this Lease is not jeopardized.

10. Insurance and Indemnity.

A. Covenants to Hold Harmless. Except to the extent of Lessor's intentional or negligent acts, Lessee agrees to hold Lessor harmless from all losses, liabilities, damages, claims and expenses (including but not limited to reasonable attorney's fees) asserted against or incurred by Lessor arising out of, incidental to or connected with the use or occupation of Leased Premises or the approach to, entry upon or activities upon the Leased Premises of anyone employed by or connected with Lessee in any manner whatsoever, including but not limited to all liabilities, losses, costs, damages and expenses arising out of or from any accident or other occurrence on or about the Leased Premises causing injury or death to any person whomsoever including but not limited to employees of Lessee or Lessor or damage to any property whatsoever. In addition to the above indemnity and not in limitation thereof and except to the extent of Lessor's intentional or negligent acts, Lessee agrees to hold Lessor harmless from all claims, liabilities, damages, losses and expenses (including but not limited to reasonable attorney's fees) asserted against or incurred by Lessor arising out of, incidental to or connected with any act or omission of Lessee or anyone employed by Lessee, which act or omission causes an environmental, health or fire hazard or defect to exist or occur in or about said Leased Premises, or which act or omissions gives rise to any penalty, damages or charges imposed for any violation of any laws, ordinances or judicial or administrative orders or gives rise to any action or claim brought or made by any person against Lessor.

Lessor shall hold Lessee harmless from any liability or damages to any person or any property in the Leased Premises or adjacent property, on account of any intentional or negligent acts of the Lessor or its employees, agents or invitees. All property kept, stored or maintained in or on the Leased Premises by Lessee shall be so kept, stored or maintained at the risk of the Lessee only.

B. Lessee's Insurance. Lessee shall be responsible, in Lessee's discretion, for obtaining, at Lessee's sole expense, insurance for fire and extended coverage hazards for any improvements or structures constructed or installed by Lessee on the Leased Premises.

C. Lessee's Obligation to Carry Automobile and Public Liability Insurance. Lessee shall, during the entire term hereof, keep in full force and effect a policy of automobile and public liability insurance with respect to the Leased Premises and the business operated by Lessee and/or any subtenants of Lessee in the Leased Premises and naming Lessor as an additional named insured, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injury, death and property damage per occurrence. Lessee shall furnish Lessor with a certificate or certificates of insurance or other acceptable evidence that such insurance is in force at all times during the tenancy of this Lease. Lessee shall also keep in full force and effect Worker's Compensation & Occupational Disease and Employer's Liability

Insurance with maximum statutory limits but in no event less than \$500,000.00. Additional policies of insurance will not be required.

11. Eminent Domain.

A. Total Condemnation. If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, with a proportionate refund by Lessor up to that day of such rent as may have been paid in advance.

B. Partial Condemnation. In the event a portion of the Leased Premises is taken under the power of eminent domain and the remainder of the Leased Premises shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel, Lessee shall have the right to terminate this Lease as of the date of such taking by giving to Lessor written notice of such termination within one hundred twenty (120) days after Lessee has been notified that the property has been so taken. In the event of such partial taking and Lessee does not so terminate this Lease, then the Lease shall continue in full force and effect as to the part not taken, and the rental amounts due hereunder shall not be affected.

C. Lessor's and Lessee's Damages. Notwithstanding anything hereinbefore contained to the contrary, if Lessee shall have commenced or completed the construction of new buildings and improvements, and such condemnation takes place after the commencement or completion of such improvements, then Lessor agrees to pay Lessee out of the condemnation award or payment when paid, a sum equal to the amount awarded or paid in condemnation as the value of such buildings and improvements. If in the condemnation proceedings the values of the land and of the buildings and improvements are not separately determined, then the value of the buildings and improvements shall be determined by appraisal, or as agreed upon by the parties.

12. Bankruptcy. Neither this Lease nor any interest herein, nor any estate hereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors of Lessee, or otherwise by operation of law, so as to jeopardize Lessor's interest herein or the rights of any unit owner.

13. Quiet Enjoyment. So long as Lessee keeps and performs all of the covenants and conditions contained herein, Lessee shall have quiet and undisturbed and continued possession of the Leased Premises, free and clear of any claims against Lessor and all persons claiming under, by or through Lessor.

14. Mortgage of Lessee's Interest. Lessee may, with the prior written consent of Lessor, which consent Lessor may withhold in its discretion, encumber by mortgage, security interest, deed of trust or other similar instrument, its leasehold interest and estate in the Leased Premises and its interest in the buildings and improvements constructed thereon. Any such encumbrance shall, however, be subordinate to Lessor's interest herein and in the Leased Premises.

15. Subletting and Assignment. Lessee shall not sublet the Leased Premises or assign or transfer this Lease or any interest herein, without having first obtained the prior written consent of Lessor, which consent shall not be unreasonably withheld; provided, however, that Lessee shall be entitled, without Lessor's consent, to assign its interest herein (i) to any entity which is a parent, subsidiary or affiliate of Lessee; or (ii) in connection with a sale, merger, consolidation or sale of substantially all of Lessee's assets.

16. Default of Lessee. In the event of any failure of Lessee to pay any rental amount due hereunder within thirty (30) days after written notice of non-payment of the same shall have been received by Lessee, or any failure to perform any other of the terms, conditions or covenants of this Lease for more than thirty (30) days after written notice of such default shall have been received by Lessee, or if Lessee shall abandon the Leased Premises, or suffer this Lease to be taken under any writ of execution, then Lessor shall have the immediate right to pursue all rights and remedies it may have under law. In the event of any default by the Lessee under the terms of this Lease and Lessor instituting any court proceedings with respect to such default, Lessee shall be responsible for the payment of the Lessor's reasonable attorneys' fees and court costs with respect to such court proceedings if Lessor is the prevailing party.

17. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act of Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

18. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice, (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Lessor:

City of Blue Island
Attn: Mayor's Office
13051 S. Greenwood Avenue
Blue Island, Illinois 60406
Telephone: (708) 597-8602
Telefacsimile: (708) 597-1221

If to Lessee:

WideOpenWest Illinois, LLC
1040 Stony Hill Rd., Suite 325
Yardley, PA 19067
Attn: Vice President for Facilities Management

or to such other address as the parties may designate in writing.

19. Default: Failure by Lessee to pay the rent or failure to abide by any of the covenants and promises made herein shall be deemed a default. Failure to cure the default within thirty (30) days of the date when notice is given by Lessor to Lessee shall be considered a material breach which may result in termination of this Lease by Lessor in its sole discretion.

20. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

21. Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that not any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

22. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

23. Holding Over. Any holding over after the expiration of the term hereof, with or without the consent of the Lessor, shall be construed to be a tenancy from month to month at double the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

24. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective legal representatives, successors and assigns of the parties. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided above, except as provided in paragraph 15, above.

25. Subordination. Lessor reserves the right to subject and subordinate this Lease at any time to the lien of any mortgage or mortgages now or hereafter placed on the Leased Premises. Lessee shall execute and deliver, upon Lessor's request, such further instrument(s) subordinating this Lease to the lien of any such mortgage as shall be requested by Lessor's mortgage lender or lenders, so long as such instrument shall not permit the termination or other modification of Lessee's interest herein if Lessee is not in default in its obligations hereunder. Lessee shall also, at the request of Lessor or Lessor's mortgage lender execute an instrument acknowledging assignment by Lessor to Lessor's mortgage lender of all of Lessor's rights under this Lease, and also acknowledging the mortgage lender's rights to collect the rent due hereunder in the event of default by Lessor in any of the terms and conditions of the mortgage or mortgages on the subject property.

26. Signage. Lessee shall be entitled to display such sign or signs on the Leased Premises as shall be permitted by Lessor in accordance with the applicable local laws or ordinances.

27. Recording. A memorandum of this Lease in the form and substance approved by Lessor and Lessee shall be executed by the parties upon request by either party and may be recorded.

28. Environmental Provisions. Lessee shall not use, store, generate or dispose of any hazardous materials on or at the Leased Premises. Hazardous materials include any materials which are regulated by federal, state or local laws which pertain to the protection of human health or the environment (collectively "Environmental Laws"). No hazardous materials shall be used, stored, generated or disposed of by Lessee at or on the Leased Premises without the prior written consent of Lessor, which consent Lessor may withhold in its sole discretion. Any such materials for which Lessor gives its written consent shall be handled in accordance with applicable federal, state or local Environmental Laws with a written protocol for handling such materials being agreed upon by Lessor and Lessee.

Lessee shall defend, indemnify and hold harmless Lessor from and against and loss or damage resulting from an environmental condition of the Leased Premises caused solely and directly by Lessee during the term of this Lease and any extensions. Lessor shall defend, indemnify and hold harmless Lessee from and against any loss or damage resulting from any environmental condition of the Leased Premises other than those conditions caused solely and directly by the Lessee during the term of this lease and any extensions, regardless of when or by whom those conditions may be caused.

29. Choice of Law; Entire Agreement. This Agreement shall be governed by the laws of the State of Illinois. This Agreement embodies the complete agreement among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement on the day and year first above written.

LANDLORD:

City of Blue Island

By: *Donald E. Palocz*

Its: *Mayor*

WIDEPENWEST ILLINOIS, L.L.C.

By: _____

Michael Boruch

Its: Vice President-Facilities and
Technical Services

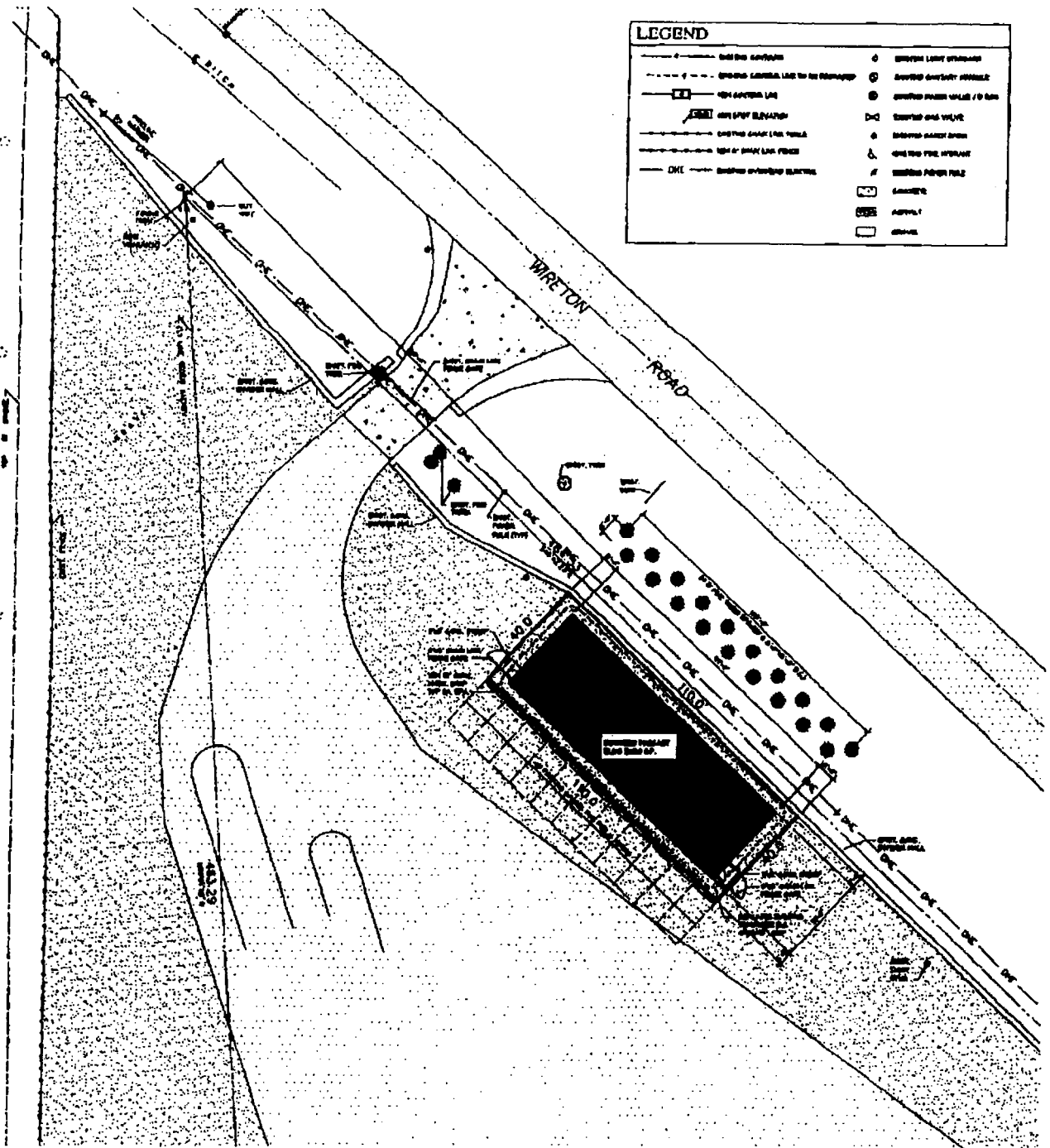
Julia W. Gault
SENIOR VICE PRESIDENT

EXHIBIT "A"

**See attached Developed Site Plan for depiction of Leased Premises
consisting of a site 110 feet in length by 40 feet in width.**

EXHIBIT "A"

LEGEND			
	EXISTING ROADWAY		EXISTING LIGHT STRUCTURE
	EXISTING LATERAL LINE TO BE REMOVED		EXISTING MANHOLE STRUCTURE
	NEW ROADWAY LINE		EXISTING MANHOLE 10' OR LESS
	NEW LIGHT STRUCTURE		EXISTING MANHOLE VALVE
	EXISTING MANHOLE 10' OR MORE		EXISTING MANHOLE COVER
	LINE OF SIGHT LINE FENCE		EXISTING FIRE HYDRANT
	ONE-WAY STREET		EXISTING POWER POLE
	EXISTING OVERHEAD ELECTRIC		CONCRETE
			ASPHALT
			GRAVEL



DEVELOPED SITE PLAN
SCALE: 1" = 50'-0"



ORDINANCE NO. 2001-374

**AN ORDINANCE APPROVING A LEASE BETWEEN THE
CITY OF BLUE ISLAND AND WIDOPENWEST NETWORKS, L.L.C., A
DELAWARE CORPORATION CONCERNING PROPERTY LOCATED
AT 3153 WIRETON ROAD, BLUE ISLAND, ILLINOIS**

WHEREAS, the City of Blue Island owns certain real property which is presently vacant and is located at 3150 Wireton Road, Blue Island, Illinois; and

WHEREAS, WideOpenWest Networks. L.L.C., a Delaware Corporation has expressed a desire to lease a portion of the City's property to construct and install a concrete modular building to house equipment which is used for transmitting and receiving telecommunicating signals for a period of nineteen years from November 1, 2001 to November 30, 2020 for a rental fee of \$75,000.00; and

WHEREAS, the Corporate Authorities are authorized, pursuant to 65 ILCS 5/11-76-1, to lease real estate which the city owns; and

WHEREAS, the Corporate Authorities have authorized the Mayor and his staff to negotiate a lease with WideOpenWest, L.L.C. a Delaware Corporation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION ONE

The Mayor and City Clerk are hereby authorized to negotiate and execute a Lease with WideOpenWest, L.L.C. a Delaware Corporation, in a form substantially similar to that which is attached hereto as Exhibit "A" and which includes the same or substantially similar provisions for rent, use of the premises, and term of the lease.

SECTION TWO

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION THREE

This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 23RD day of OCTOBER, 2001.

**CITY CLERK OF THE CITY OF BLUE ISLAND
COUNTY OF COOK AND STATE OF ILLINOIS**

VOTING AYE: ALD. STONE, GIERMAN, OSTLING, JACKSON, VASQUEZ, ELTON,
VARGAS, MINDEMAN, KOEHLER, DISABATO, PEGORIN,
SEIBERT, RITA, RUTHENBERG.

VOTING NAY: NONE.

ABSENT: ALD. DISABATO.

ABSTAIN: NONE.

APPROVED: this 23RD day of OCTOBER, 2001.


MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this

23RD day of OCTOBER, 2001.


CITY CLERK

STATE OF ILLINOIS))
) ss.
COUNTY OF COOK)

CERTIFICATE

I, Pam Frason, certify that I am the duly elected and acting municipal clerk of the City of Blue Island of Cook County, Illinois.

I further certify that on OCTOBER 23, 2001 the Corporate Authorities of such municipality passed and approved Ordinance No. 01-374, entitled AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF BLUE ISLAND AND WIDOPENWEST NETWORKS, L.L.C., A DELAWARE CORPORATION CONCERNING PROPERTY LOCATED AT 3153 WIRETON ROAD, BLUE ISLAND, ILLINOIS which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 01-374, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building commencing on OCTOBER, 23, 2001 and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at Blue Island, Illinois, this 23RD day of OCTOBER, 2001.

(SEAL)


Municipal Clerk

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT ("Amendment") is made and entered into as of the ____ day of _____, 2021, by and between **the City of Blue Island, an Illinois Municipal Corporation** ("Lessor"), and **WideOpenWest Illinois, LLC**, a Delaware limited liability company ("Lessee").

WHEREAS, by written lease agreement dated as of November 13, 2001 ("Lease"), Lessor leased to Lessee real property commonly known as **3153 Wireton Road, Blue Island, Illinois, consisting of approximately 4,400 square feet and more particularly described in EXHIBIT A to the Lease** ("Leased Premises"); and

WHEREAS, Lessor and Lessee now desire to amend the Lease in order to extend the term of the Lease and for the other reasons set forth below.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants and promises set forth herein, Lessor and Lessee hereby agree as follows:

1. Extension of Term of Lease. The Term of the Lease is hereby extended for a period of two hundred and twenty-eight (228) months from the current expiration date of November 1, 2020, such that the Term of the Lease will now end on October 31, 2039 ("Extended Term"), unless the Term shall be sooner terminated pursuant to the terms of the Lease, as amended by this Amendment.

2. Extended Term Rent. Lessee agrees to pay to Lessor, in advance, on or before November 1 of each calendar year, without demand, notice or set-off of any kind, as rent during the Extended Term (the "Extended Term Rent"), the sum of Six Thousand Five Hundred Dollars (\$6,500.00).

3. Other Terms of Lease. Except as provided in this Amendment, all other terms and provisions of the Lease shall remain in full force and effect. Lessor and Lessee hereby acknowledge, ratify and affirm the continued effectiveness and applicability of the Lease, and hereby agree and confirm that the provisions of the Lease remain in full force and effect, subject to the terms of this Amendment.

4. Definitions. Any term herein that is capitalized but not defined in this Amendment shall have the meaning ascribed to such term in the Lease.

5. Conflicts. In the event of any conflict between the terms of this Amendment and the Lease, the terms of this Amendment shall control.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Land Lease Agreement the day and year first above written by their respective representatives thereunto duly authorized.

LESSOR:

City of Blue Island, an Illinois Municipal Corporation

By: _____
Print Name: _____
Title: _____

LESSEE:

WideOpenWest Illinois, LLC,
A Delaware limited liability company

By: _____
Print Name: _____
Title: _____

