

AGENDA

PLANNING AND ZONING COMMISSION MEETING

May 7, 2025 - 7:00 PM
Village Hall - Board Room
300 Plaza Circle, Mundelein, IL 60060

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ATTENDANCE
- IV. MINUTES APPROVAL
 - A. Approve the Planning and Zoning Commission Regular meeting minutes from April 16, 2025.
- V. PUBLIC COMMENTARY
- VI. OLD BUSINESS
- VII. NEW BUSINESS
 - A. Public Hearing - PZC2025-0012 - 416 University Drive - Mundelein Seminary Cell Tower
 - B. Public Hearing - PZC2025-0015 - 1 Carmel Pkwy - International Student Housing
- VIII. QUESTIONS AND COMMENTS
- IX. ADJOURNMENT

The Village of Mundelein, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting, or who have questions about the accessibility of the meeting or facilities, to contact the ADA Coordinator at 847-949-3200 to allow the Village to arrange accommodations for those persons.

**Planning and Zoning Commission Meeting
Minutes**

April 16, 2025

CALL TO ORDER

The Regular Meeting of the Planning and Zoning Commission of the Village of Mundelein was held on April 16, 2025 at 300 Plaza Circle, Mundelein. Commission Chairman T. Roswick called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE

Chairman T. Roswick led the Pledge of Allegiance.

ATTENDANCE

Chairman T. Roswick took the roll call. It indicated as follows:

Board Attendance

PRESENT: K. Anderson, K. Garesche, T. Roswick, K. Teehan

ABSENT: J. Holden, S. Petti, S. Schneckloth

Village Attendance

PRESENT: Associate Planner J. Marvin, Senior Planner C. Malec, and Recording Secretary E. Swanson

MINUTES APPROVAL

Approve the Planning and Zoning Commission Regular meeting minutes from March 19, 2025

Chairman T. Roswick asked the commission if there were any requested alterations to the minutes from the March 19, 2025 meeting of the Planning and Zoning commission. There were no requested changes.

K. Teehan moved, seconded by K. Anderson a **Motion** to Approve the Planning and Zoning Commission Meeting minutes from March 19, 2025.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Kevin Teehan
SECONDER:	Commissioner Kevin Anderson
AYES:	Terry Roswick, Kevin Anderson, Kerry Garesche, Kevin Teehan
NAYS:	None
ABSTAIN:	None

PUBLIC COMMENTARY

J. Holden arrived at 7:03 PM

There was no public commentary.

OLD BUSINESS

PUBLIC HEARING - PZC-01-2025 - 446 Morris Avenue - Withdrawn

J. Marvin briefly reviewed the application of 446 Morris Avenue and stated that the Village received a letter requesting to withdraw the application. The commission had no comments or questions.

Close Public Hearing

K. Anderson moved, seconded by K. Teehan a **Motion** to Close Public Hearing PZC-01-2025

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Commissioner Kevin Anderson
SECONDER:	Commissioner Kevin Teehan
AYES:	Terry Roswick, Kevin Anderson, Kerry Garesche, Jennifer Holden, Kevin Teehan
NAYS:	None
ABSTAIN:	None

NEW BUSINESS

Public Hearing - PZC2025-0013 - 1345 Armour Boulevard - Outdoor Storage Special Use Permit and Variations

Open Public Hearing

K. Garesche moved, seconded by K. Anderson a **Motion** to Open Public Hearing PZC2025-0013

RESULT:	Passed [Yes 5, No 0, Abstained 0]
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MOVER:	Commissioner Kerry Garesche
SECONDER:	Commissioner Kevin Anderson
AYES:	Terry Roswick, Kevin Anderson, Kerry Garesche, Jennifer Holden, Kevin Teehan
NAYS:	None
ABSTAIN:	None

Staff Presentation

J. Marvin reviewed the attached PowerPoint and gave a brief overview and history of the case. The petitioner is applying for 15 variations and a special use to permit an outdoor storage yard without a principal structure at 1345 Armour Boulevard, Mundelein, Illinois.

K. Anderson questioned the special use granted in 2007. J. Marvin stated that it pertained to a proposed building but we were unable to double check. She further clarified that the 2021 outdoor storage yard granted was the first time it was allowed at the subject property.

Chairman T. Roswick stated that he did request the minutes from the 2021 meeting granting the outdoor storage be supplied to the commissioners (they all received a copy) to refresh the commission on the specific details regarding the variation approval. C. Malec read aloud the minutes stating that the variation to allow an outdoor storage yard on lot 27 of the subject property was granted due to an undue hardship. There was a reference to COVID at the time the variation was approved. It was stated as part of the approval that paving and stormwater management would be a requirement. The 2021 approval was also approved due to a temporary parking agreement with an adjacent business as well as a building that was planned for the future on the property. The ordinance had no expiration date noted, and is still active until the property is improved further.

Petitioner Presentation

Andrew Field, Frank Dziadus Sr, and Frank Dziadus Jr of Midwest Masonry were sworn in to speak.

Mr. Field spoke of the history of Midwest Masonry and the changes of the masonry industry overall. He gave business hardships of the loss of their prior storage yard and the difficulty with finding a new location for storing their business equipment. He compared the current storage use to other storage yards with gravel lots located within the Village. He stated that moving the equipment would create a financial hardship for the business.

Mr. Dziadus Sr. spoke on his history with the Village and the multitude of projects they have done to support the Village of Mundelein.

Chairman T. Roswick asked if they had reviewed the standards for granting a variation as the hardships brought up by the petitioner were all financial hardships and not zoning hardships.

C. Malec read the standards for granting a variation out loud to refresh the petitioners on the requirements.

Chairman T. Roswick asked the petitioner if he had any land-based hardships that they are requesting relief from the zoning code as all the hardships mentioned up to this point were financial and business hardships. He further explained the process of the zoning hearings and that relief from meeting Village Codes requires specific justified land-based requirements and that the submitted application does not yet meet the criteria for relief.

J. Marvin reviewed the standards provided with the application that was submitted in August of 2024.

K. Garesche requested examples of what a land-based hardship might be to give the petitioner an idea of what might be needed for the application to move forward. C. Malec gave an example of a past case where someone wanted to build a new single-family home on a vacant parcel in a neighborhood. There is a code requirement for a two-car garage for new single-family homes, but because of the topography and a mature tree there was no feasible way to fit a two-car garage. The hardship for the subject property would need to apply to anybody trying to use that property.

Mr. Field stated that when they came for the original variation in 2021 it didn't seem to be as difficult as the current process. Chairman T. Roswick stated that the hardship presented previously was in part due to covid. The storage of vehicles was primarily on job-sites, but because of COVID there were no job sites temporarily. The framework by which the hardship was evaluated and granted is different from what it is today. He also stated that the code requirements, particularly regarding stormwater have become apparent.

C. Malec reminded the commission that we cannot grant relief from the Lake County Watershed Development Ordinance. Any conditions to variations would need to comply with the ordinance. K. Anderson stated that per the Village Engineer - Mundelein is allowed to self-regulate this ordinance. But non-compliance can risk allowing the Village to do this - which would affect all residents of Mundelein. C. Malec clarified that the existing storage yard with gravel base that was approved in 2021 is currently in violation of the Watershed Development Ordinance and needs to be

corrected. The original agreement was a temporary relief until RISE constructed the parking lot or terminated the lease. The property has been in violation of the Watershed Development Ordinance since RISE vacated.

K. Garesche inquired if the petitioner came forward of their own volition or if they are in the process of a code violation that they are looking to correct. The petitioner stated that they are here to correct the code violation brought up on the property. C. Malec noted some of the properties within the Village that the petitioner brought up as non-complying gravel storage lots. She clarified some of the details of the selected lots. One was a temporary lot being utilized by the Village, some were unincorporated, and others were known issues.

Mr. Field gave more details on the business hardships and the prior agreement with RISE for parking on one of the lots.

Public Commentary

Chairman T. Roswick opened the floor to public commentary.

There was no public commentary.

Chairman T. Roswick closed the floor to public commentary.

Commission Discussion

J. Holden felt there was more information needed from the petitioner in order to make a decision. K. Anderson agreed.

K. Garesche discussed the stormwater issue as this was Lake County's requirement. She stated she was in support of a continuance to allow the petitioner time to research this requirement as the zoning commission could not override this requirement.

K. Teehan stated that the petitioner could attempt to relocate all equipment to lot 27 so they can comply with the prior agreement until the application moves forward.

Continue Public Hearing

J. Holden moved, seconded by K. Garesche a **Motion** to Continue Public Hearing PZ2025-0011 to June 4, 2025 at the Mundelein Village Hall at 300 Plaza Circle at 7:00 PM.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Commissioner Jennifer Holden
SECONDER:	Commissioner Kerry Garesche

AYES:	Terry Roswick, Kevin Anderson, Kerry Garesche, Jennifer Holden, Kevin Teehan
NAYS:	None
ABSTAIN:	None

QUESTIONS AND COMMENTS

There were no further questions and comments.

ADJOURNMENT

K. Garesche moved, seconded by K. Anderson, a **Motion** to Adjourn the Planning and Zoning Commission Meeting of April 16, 2025.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Commissioner Kerry Garesche
SECONDER:	Commissioner Kevin Anderson
AYES:	Terry Roswick, Kevin Anderson, Kerry Garesche, Jennifer Holden, Kevin Teehan
NAYS:	None
ABSTAIN:	None

Meeting adjourned at 8:56 PM

To: Commission Members

From: Jessica Marvin, Associate Planner

For: Planning and Zoning Commission Meeting of May 7, 2025

Subject: Public Hearing - PZC2025-0012 - 416 University Drive - Mundelein Seminary Cell Tower

Attachments:

1. Location Map
2. Certificate of Publication
3. Petitioner's Packet - Application and Attachments
4. Petitioner's Packet - RF Study
5. Petitioner's Packet - Tower Fall Zone Letter
6. Outreach Emails to IDOT and CN

Background:

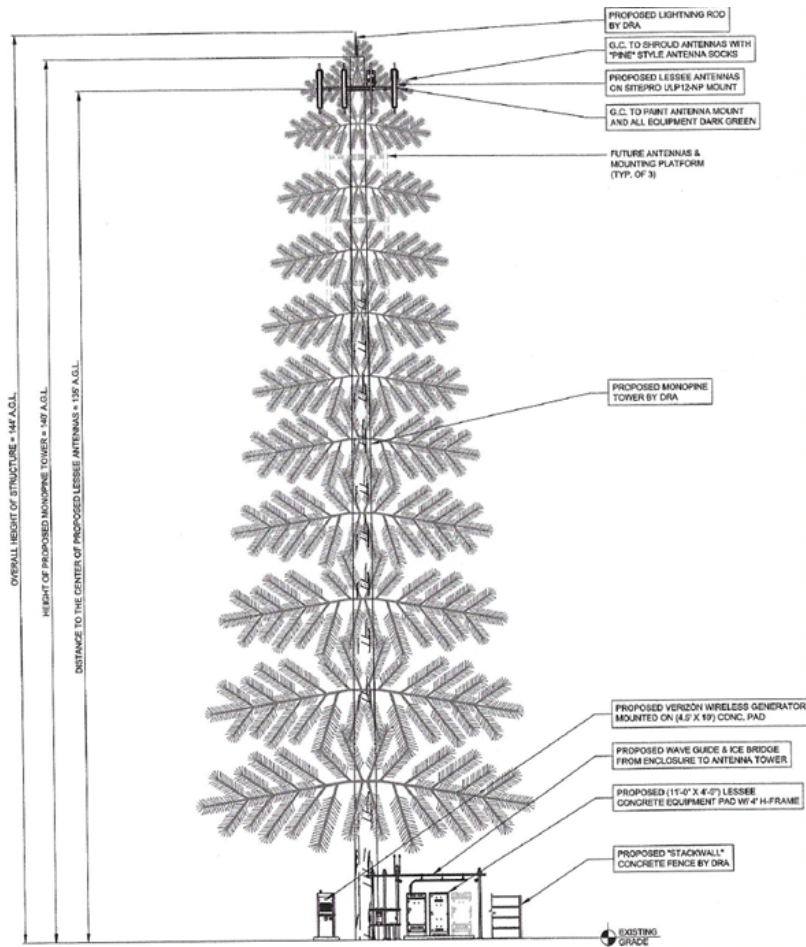
Verizon Wireless previously operated a wireless telecommunications antenna on a water tower located on the Mundelein Seminary property, which provided cellular service to the surrounding community. In 2023, the Seminary notified Verizon Wireless that the water tower would be decommissioned. As a result, the antenna was removed, leading to a reduction in coverage in the area. To address this gap, Verizon Wireless is proposing to install a "monopine" telecommunications tower and facility near the former water tower site (see diagram below). A "monopine" tower is a telecommunications monopole that resembles a pine tree, which was requested by the Mundelein Seminary as an alternative to a standard monopole. The proposed installation is intended to restore coverage levels comparable to those previously provided by the antenna on the former water tower.

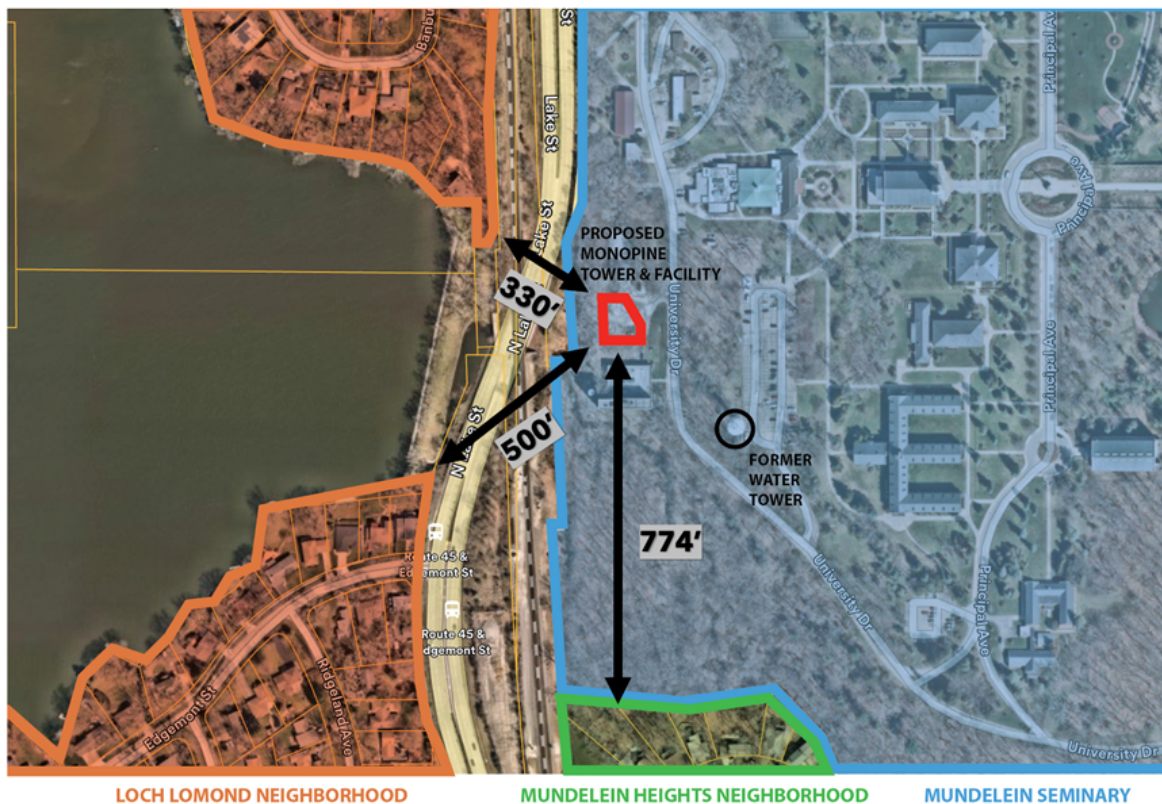
In the interim while Verizon Wireless pursues zoning approval to install a permanent monopine wireless telecommunications tower, they have installed a temporary tower in the parking lot north of the former water tower to maintain consistent coverage.

The Petitioner has provided the following documentation within their packet for review (in sequential order):

- Completed Special Use and Variation Application
- Standards for Granting a Variation

- Standards for Granting a Special Use
- Overall Site Plan with Fall Zone Setback
- Engineering Drawings
- Maintenance Plan and Owners with real Property Record Interested Letter
- Lease Agreement
- Photo Simulations
- Pre and Post Simulations
- RF Study
- Structural Engineer's "Fall Letter" – Likely Conditions if Monopole Fails





Zoning Requests – Please note that the Petitioner has included responses to the Standards for each of their zoning requests within the Petitioner’s Packet.

1. Special Use (Section 20.40.020)

New Wireless Telecommunications Towers and Facilities are a Special Use in all zoning districts. The Petitioner is requesting a Special Use Permit to construct a new tower and facility.

2. Variation - Fall Zone Setback (Section 20.48.040(QQ)(3)(a))

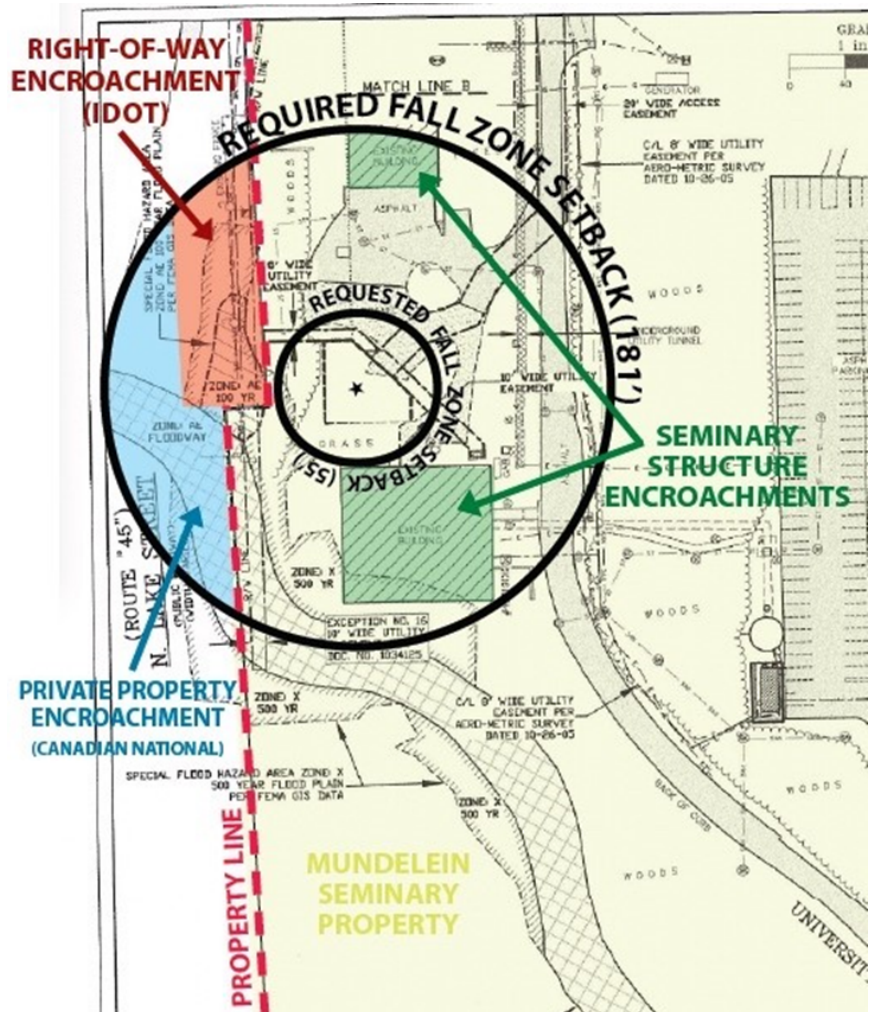
The Zoning Ordinance requires a fall zone setback around any wireless telecommunications tower equal to 125% of the height of the tower. The fall zone cannot include:

- Public right-of-way
- Any property owned or leased by anyone other than the applicant
- Any structure other than an associated wireless telecommunications facility (including structures owned by the applicant)

The Petitioner is requesting a variation from the fall zone setback requirement. The tower is 145’ tall, and therefore has a fall zone setback with a 181-foot radius (see diagram below). The tower is located on Mundelein Seminary property, but the 181’ fall zone encroaches onto the Route 45 right-of-way (IDOT) and private property to the west (Canadian National Railway), and overlays over two of the Seminary’s existing structures.

The Petitioner is proposing that the fall zone setback for the monopine tower be reduced from a 181’

radius to a 55' radius to eliminate the encroachments. They have provided a "Fall Letter" from a licensed structural engineer stating that the monopine would buckle at the location of the highest combined stress ratio within the shaft. This failure would likely cause the structure to lean and remain in a permanently deformed condition. The structural engineer states that because of the way the monopine would fail, a fall zone radius of less than 55' at ground level would be sufficient.



3. Variation – Reduced Fall Zone Setback Without the Required Written and Notarized Authorization from all Adjoining Property Owners (Section 20.48.040(QQ)(3)(b))

The Zoning Ordinance requires written and notarized approval from all adjoining property owners for a proposed reduction in the fall zone setback. The Petitioner was advised that the code would require that the Illinois Department of Transportation (IDOT) and Canadian National Railway (CN) provide written and notarized approval to decrease the fall zone setback, as both entities maintain right-of-way near the proposed project site.

The Petitioner reached out to both IDOT and CN on May 16, 2024 in a good faith effort to obtain approvals:

- A. Canadian National Response: Communication with Kevin Donahue with CN was established promptly via email. Mr. Donahue indicated via email that CN had no objection to the proposed

reduction in the fall zone setback; however, CN did not acknowledge the request for notarized approval.

B. Illinois Department of Transportation Response: The Petitioner made multiple attempts to obtain a response from IDOT, including repeated follow-up emails over a five-month period. On October 16, 2024, the Petitioner informed Village staff that a response from IDOT did not appear to be forthcoming and proceeded to file a variation request from this requirement.

The Petitioner also advised IDOT in writing that, in the event of a catastrophic failure, the proposed monopine structure would not impact Route 45, which is situated approximately 90 feet west of the proposed tower location.

4. Variation – Maximum Height (Section 20.48.040(QQ)(4))

The maximum height for wireless telecommunications towers is 100', and the Zoning Ordinance is specific that the height includes all attachments such as antennas, lightning rods, arrays, etc. The Petitioner is requesting a variation because the proposed height is 145', which includes a 5' lighting rod at the top of the tower. The Petitioner stated that the former water tower was 135' in height, with the Verizon Wireless antenna located at 130'. Due to a 20-foot decrease in elevation between the former water tower site and the proposed location, the antenna would effectively be positioned 20' lower than it was previously if the same height were maintained. The Petitioner stated that in order to maintain the same cellular service provided with the previous antenna the proposed tower would need to be a minimum of 135'.



A view from the northwest looking southeast within Mundelein Seminary.



A view from the southwest looking northeast on Route 45.

Comprehensive Plan

The Comprehensive Plan does not address utility infrastructure or wireless telecommunications in a detailed fashion. However, it contains the following policy in the **Community Facilities and Village Services** chapter: *“Provide reliable infrastructure to the residents and businesses within the community, including electricity (power and substation locations), water supply and distribution, sanitary sewers, and telecommunications.”* The Comprehensive Plan also states a policy to *“Coordinate and cooperate with other public agencies to maintain adequate and appropriate sites and facilities for the provision of public services.”*

Staff Comments

No comments were received by staff.

Public Comments

No comments were received by the public.

Analysis

Staff is in support of the Seminary’s request for a Special Use and (3) variations related to the proposed wireless telecommunications tower and facility at 416 University Drive, and provides the following notes for consideration:

- Special Use. The proposed wireless telecommunications tower has been demonstrated by the applicant as a public infrastructure that is needed to restore coverage levels to comparable

levels previously provided by the antenna on the former water tower. The proposed monopine tower is located within a wooded area and features a stealth design intended to minimize its visual impact on neighboring properties with a clear view of the structure. The tower is located 330 feet away from the nearest residential property.

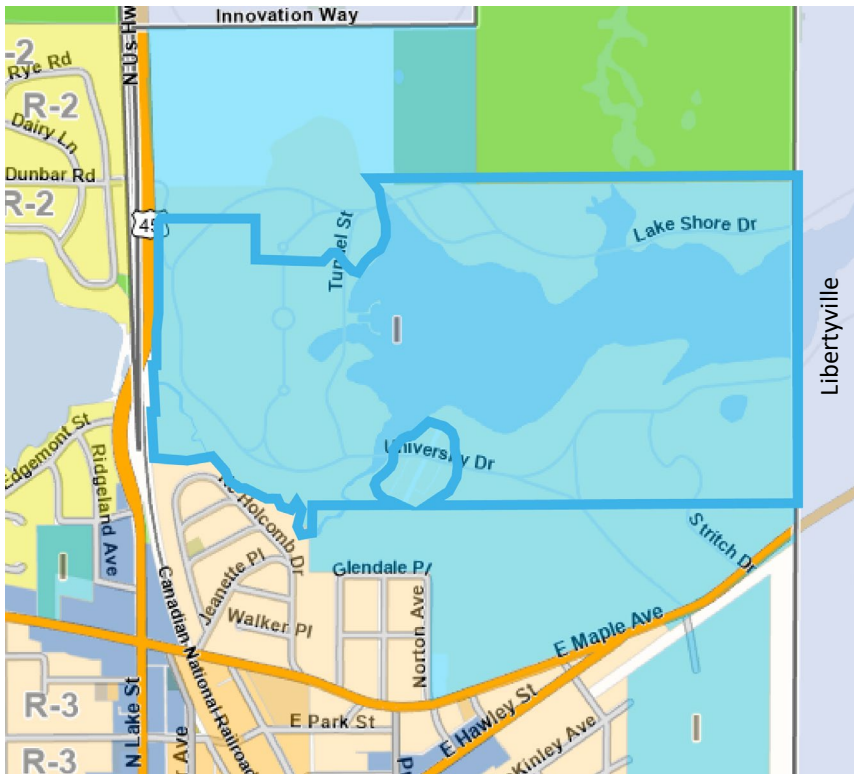
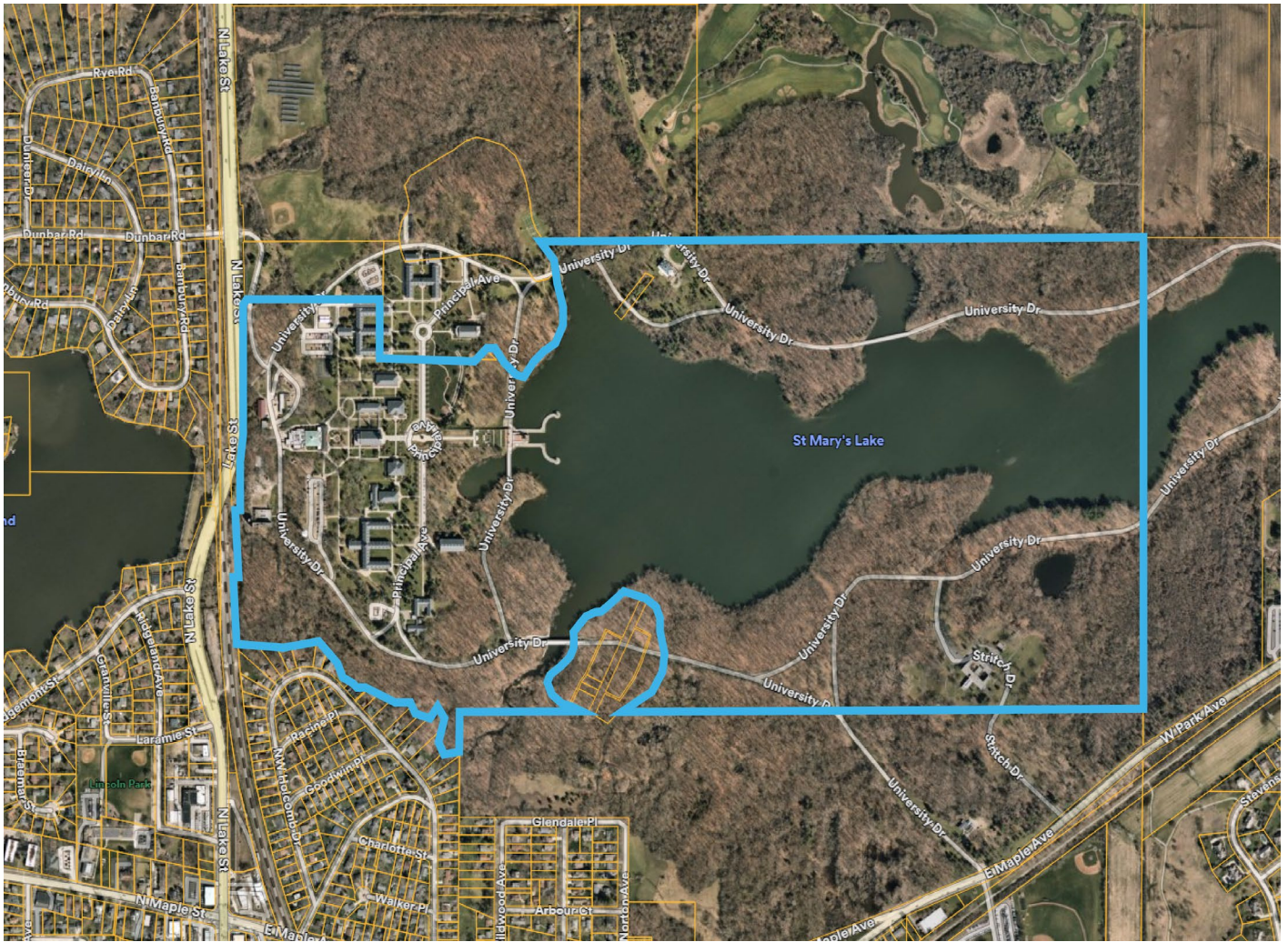
- Variation – Fall Zone Setback. The Mundelein Seminary is a uniquely large, wooded property. The parcel on which the proposed monopine tower is located is approximately 290 acres, not including other parcels owned by the Mundelein Seminary. The location of the proposed monopine tower would present difficulty in accommodating a full fall zone setback without encroaching onto surrounding properties, structures, or rights-of-way. In addition, Verizon Wireless has provided appropriate documentation demonstrating:
 - (a) A network-based need for the height (which prescribes the fall zone setback); and
 - (b) A Structural Engineer’s “Fall Letter” outlining the likely conditions if the monopole fails (a likely fall radius of less than 55’ at ground level).
- Variation – Height. Verizon Wireless has provided appropriate documentation demonstrating a unique need for the tower height.
- Variation – Approval from Adjoining Properties. The Petitioner received email approval from Canadian National Railway and has made repeated attempts over a five-month period to contact the Illinois Department of Transportation without receiving a response. The Petitioner has demonstrated and provided evidence of efforts to communicate with both entities. Additionally, the IDOT right-of-way is located approximately 90 feet west of the proposed tower location, which is outside of the proposed 55’ fall zone in the unlikely event that the tower fails.

Recommendation:

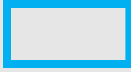
Staff provides the following motions for the Planning and Zoning Commission’s consideration:

1. Motion to recommend **approval/denial** of a special use permit for a wireless telecommunications tower and facility in the Institutional Zoning District at 416 University Drive;
2. Motion to recommend **approval/denial** of a variation from Section 20.48.040(QQ)(3)(a) granting relief from the fall zone setback requirements for a wireless telecommunications tower at 416 University Drive;
3. Motion to recommend **approval/denial** of a variation from Section 20.48.040(QQ)(3)(b) granting relief from the fall zone setback written and notarized authorization for a wireless telecommunications tower at 416 University Drive;
4. Motion to recommend **approval/denial** of a variation from Section 20.48.040(QQ)(4) granting relief from the maximum height requirements for a wireless telecommunications tower at 416 University Drive.

Location Map: 416 University Drive



Legend:

 : Proposed Property

NOTICE OF HEARING BEFORE THE
VILLAGE OF MUNDELEIN
PLANNING & ZONING COMMISSION

NOTICE IS HEREBY GIVEN that on May 7, 2025, at the hour of 7:00 p.m., there will be a public hearing before the Village of Mundelein Planning and Zoning Commission at the Mundelein Village Hall, located at 300 Plaza Circle, Mundelein, Illinois, concerning a petition by Michael Howley, on behalf of DRA Properties, LLC and Verizon Wireless, requesting a special use from Table 20.44-1 of Section 20.44.020 to permit a wireless telecommunications facility and tower. The petition also includes requests for variations from the following sections: 1) Section 20.48.040(QQ)(3)(a) to permit a wireless telecommunications tower with a reduced fall zone setback; 2) Section 20.48.040(QQ)(3)(b) to permit a wireless telecommunication tower with a reduced fall zone setback without the required written and notarized authorization from all adjoining property owners; and 3) Section 20.48.040(QQ)(4) to permit a wireless telecommunications tower to exceed the maximum height in the Institutional Zoning District at 101 Principal Ave (PIN #11-19-102-017), in accordance with the applications on file with the Village of Mundelein.

If you cannot attend the meeting in-person and you wish to submit a question or comment to be provided to the Planning and Zoning Commission, please email your full name and your question or comment to planning@mundelein.org. Please put "Public Commentary" in the subject line. Comments received during the meeting, but after the public commentary portion has ended, will be provided to the Commission Members after the meeting.

CASE NO.: PZ2025-0012

The name and address of the Petitioner:

Michael Howley
On behalf of DRA Properties, LLC and Verizon Wireless
15660 Midwest Road, Ste 140
Oakbrook Terrace, IL 60181

The name and address of the Property Owner:

Jim Heinen
On behalf of the University of Saint Mary of the Lake
1000 E. Maple Avenue
Mundelein, IL 60060

This Notice is an invitation to all interested persons to submit oral or written testimony or other evidence concerning the above case to the Village of Mundelein Planning and Zoning Commission to planning@mundelein.org. Comments received by 5:00p.m. CT on April 30, 2025, will be included in the meeting agenda packet. Comments received after this date will be provided to the Commissioners on the day of the public hearing. Persons with questions are encouraged to call the Village of Mundelein at (847) 949 3282.

The Planning and Zoning Commission's actions are not final for this case. The Planning and Zoning Commission will forward its findings and recommendations to the Village Board of Trustees for final consideration and action.

Dated at Mundelein, Illinois, this 22nd day of April 2025.

Terry Roswick /s/

Chairman

Planning and Zoning Commission

Published in Daily Herald April 22, 2025 (287822)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

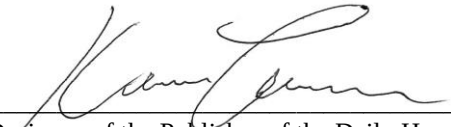
Lake County Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Lake County DAILY HERALD**. That said **Lake County DAILY HERALD** is a secular newspaper, published in Libertyville, Lake County, State of Illinois, and has been in general circulation daily throughout Lake County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Lake County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 04/22/2025

in said **Lake County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY


Designee of the Publisher of the Daily Herald

Control # 287822 *LAKE*



PROPERTY INFORMATION

Address 416 University Drive, Mundelein, IL 60060
Property Index Numbers (PIN) 1119102017
Size of Property 10,995,415 / 252.42 (sq. ft. / acres)
Size of Building Space _____ (sq. ft.)
Size of Space Utilized 2800 sq ft used for Wireless Telecommunications Tower lease

ZONING

Current Zoning Institutional
Proposed Zoning Institutional
Current Use University
Proposed Use University and Wireless Telecommunications Tower

PETITIONER INFORMATION

Business/Org. Name DRA Properties, LLC and Verizon Wireless
Name Michael Howley
Title Site Acquisition agent
Address 15660 Midwest Rd, Ste 140
City, State, Zip Oakbrook Terrace, IL 60181
Phone 630-240-3253
Email howley@insite-inc.com

Petitioner Status: ☐ Owner ☒ Lessee ☐ Contract Purchaser

PROPERTY OWNER INFORMATION

Business/Org. Name University of Saint Mary of the Lake
Name Jim Heinen
Title Chief Operating Office
Address 1000 E Maple Ave
City, State, Zip Mundelein, IL 60060
Phone 847-970-4809
Email jheinen@USML.EDU

SECTION(S) OF ZONING ORDINANCE: 20.48.040(QQ)(9)(a), 20.48.040(QQ)(3)(a), 20.48.040(QQ)(4)

SECTION(S) OF COMPREHENSIVE PLAN (IF APPLICABLE): _____

DESCRIPTION OF PROPOSED VARIATION(S) *(Attach sheet if additional space is needed)*

Variance from the maximum height of wireless telecommunications tower of 100' to 145'

Variance from the fall zone setback of 125% of the height of the tower

Variance to permit a wireless telecommunications tower without written and notarized authorization from all adjoining property owners.

DESCRIPTION OF PROPOSED SPECIAL USE(S) *(Attach sheet if additional space is needed)*

Special use for proposed 145' monopine Wireless Telecommunications Tower on 2,800 sq ft lease area on University of Saint Mary of the Lake property

DESCRIPTION OF PROPOSED MAP AMENDMENT(S) *(Attach sheet if additional space is needed)*

N/A

PLAT REQUEST

- ☐ Preliminary Plat of Subdivision
☐ Final Plat of Subdivision
☐ Plat of Consolidation
☐ Plat of Vacation

STANDARDS FOR GRANTING A VARIATION

No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning and Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. **Please provide a detailed response to each of the following criteria (attach additional pages, if necessary):**

Please see attached.

- a. The strict application of the terms of this Ordinance will result in undue hardship.
- b. The plight of the owner is due to unique circumstances.
- c. The variation, if granted, will not alter the essential character of the locality

The Zoning Administrator, Planning and Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.

Please provide a detailed response to each of the following criteria (attach additional pages, if necessary):

Please see attached

- a. The particular physical surroundings, shape, or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of regulations were to be carried out.
- b. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.
- c. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.
- d. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.
- e. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.
- f. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

STANDARDS FOR GRANTING A SPECIAL USE

No special use shall be recommended for approval by the Planning and Zoning Commission and approved by the Village Board unless it has made findings, based upon the evidence presented at the public hearing, to support each of the following conclusions. **Please provide a detailed response to each of the following criteria** (*attach additional pages, if necessary*): Please see attached

- a. The establishment, maintenance and operation of the special use in the specific location proposed will not endanger the public health, safety or general welfare of any portion of the community.
- b. The proposed special use is compatible with adjacent properties and other property within the immediate vicinity of the special use.
- c. The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance and the Village land use policies.
- d. The special use conforms to the applicable regulations of the zoning district in which it is to be located.

SITE VISIT AUTHORIZATION

I hereby grant employees of the Village of Mundelein, their agents, and members of the Mundelein Planning and Zoning Commission permission to enter on the property located at the following address:

(Address) 1000 E Maple

Visual inspection of the site shall be accomplished during reasonable hours to examine only those portions of the property relating to this application. This permission is granted in regards to the Mundelein Planning and Zoning Commission Petition for the above-cited property.

**If Owner or if Owner is a
Corporation or Partnership:**

Eric Wollan 3/19/2024
Signature of Owner Date

By: Eric Wollan, Chief Capital Assets Officer, Archdiocese of Chicago

The Catholic Bishop of Chicago, an Illinois corporation sole
Title/Full Corporate Name

If Contract Purchaser:

Signature of Contract Purchaser Date

By _____

Title/Full Corporate Name

If Lessee (Corporate or Partnership):

Douglas K. Dolan 3/20/24
Signature of Lessee Date

By Douglas K. Dolan, A TH. MEMBER

DNA Properties, LLC
Title/Full Corporate Name

REQUIRED SIGNATURES

The undersigned states under oath that he/she/they are the **Legal Owner(s)** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature (Owner): 
Printed Name: Eric Wollan

Date: 3/19/2024
Title: Chief Capital Assets Officer

Signature (Owner): _____
Printed Name: _____

Date: _____
Title: _____

The undersigned states under oath that he/she/they are the **Contract Purchaser** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature Contract Purchaser: _____
Printed Name: _____

Date: _____
Title: _____

The undersigned states under oath that he/she/they are the **Lessee** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature Lessee: 
Printed Name: Douglas K. DOGAN

Date: 3/20/24
Title: Auth MEMBER
DMA Properties LLC

STANDARDS FOR FALL ZONE SETBACK VARIANCE

20.48.040(QQ)(3)(a), Fall Zone Setback, of the Village of Mundelein Zoning Ordinance, states in relevant part that a fall zone shall be constructed around any wireless telecommunications tower equal to one hundred twenty-five percent of the height of the tower. The fall zone shall not include public right-of-way...and may not contain any structure other than an associated wireless telecommunications facility.

20.16.030(F), Approval Standards for Variations, of the Village of Mundelein Zoning ordinance, states in relevant part that 1. No variation from the provisions of this title shall be granted unless the zoning administrator, planning and zoning commission and village board makes specific written findings based on the standards imposed by this section. These standards are as follows:

a. The strict application of the terms of this title will result in undue hardship.

The proposed facility is designed to fill a coverage gap in the Verizon Wireless network that will occur when Verizon Wireless loses its existing site located on the soon to be demolished Archdiocese water tower. Coverage gaps result in a substandard wireless signal, which, to the end user, means a dropped call or weak data connection. At this location, the antennas and hence, the monopine tower, must be located at the proposed height to meet the current coverage provided by the Verizon Wireless water tower site. The network operates on a “grid” system, whereby overlapping “cells” (geographic wireless coverage areas) mesh to form a continuous wireless network. Locating the proposed tower in close proximity to the existing water tower and at a requisite height is essential to maintain the functionality of the Verizon Wireless network. The hardship is created due to the nature of wireless technology, as the proposed site must be located close to the existing site at a viable location within a university campus.

b. The plight of the owner is due to unique circumstances.

The property owner’s situation is a result of the unique circumstance of the operation of wireless technology. Indeed, the need to locate wireless antennas at a height necessary to receive and transmit signals has resulted in the owner’s plight. Such hardship is a result of wireless technology and topography of the physical surroundings of the subject property, not anyone having an ownership interest in the property. The hardship arises out of the nature of the wireless technology and the need to locate antennas at a specific height and place in order to meet its coverage objective.

c. The variation, if granted, will not alter the essential character of the locality.

Given that DRA, carefully selected a site that minimizes the impact on surrounding property, the proposed monopine wireless communications facility will be compatible with the surrounding neighborhood and will not alter the essential character of the neighborhood. The entire proposed wireless facility will be wholly contained on the existing property.

2. The zoning administrator, planning and zoning commission and village board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate:

a. The particular physical surroundings, shape or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.

The Village strongly encourages collocation for wireless antenna facilities wherever possible. For the reasons previously stated, this location serves as an excellent collocation opportunity for Verizon Wireless, but also for future wireless providers. The nature of wireless technology and the challenges of placing the proposed tower at a location that does not impact a bustling university campus have created the hardship.

b. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.

The hardship was not created by anyone with a proprietary interest in the property, but rather out of the nature of the wireless technology and the need to locate antennas at a specific height to properly function and at a location which does not impact university functions. Such hardship is a result of wireless technology and topography of the physical surroundings of the subject property, not anyone having an ownership interest in the property.

c. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.

The proposed monopine tower will not have a substantial or undue adverse effect upon the surrounding neighborhood, the character of the area or be detrimental to the public health, safety, and general welfare. On the contrary, wireless communications technology provides vital communications in “911” and other emergency situations and is relied upon daily by residents, first responders and visitors to the area. These services are an integral part of the community’s communications infrastructure and will promote the public health, safety, morals, comfort and general welfare.

d. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety or impair property values within the neighborhood.

The proposed monopine tower will be constructed within a heavily wooded area, and since shaped like a tree, will not impair the light and air adjacent to the property. No drainage, sanitation, refuse removal, parks, library or school services will be necessary for this facility. This site is entirely self-monitored and connects directly to a central office where sophisticated computers alert personnel to any equipment malfunction or breach of security. Existing police

and fire protection are more than adequate to provide security for this facility. As mentioned previously, wireless communications technology provides vital communications in “911” and other emergency situations and is used to promote efficient and effective personal, business and governmental communications. Upon completion of construction, maintenance personnel will visit the site approximately once or twice a month. Accordingly, there will be no impact to the existing traffic patterns nor will there be any traffic hazards or nuisances generated. The remote, wooded location of the facility and the monopine design most certainly will not impair property values.

e. The proposed variation is consistent with the spirit and intent of this title and village land use policies.

The variance, if granted, would be in harmony with the Village of Mundelein Zoning Ordinance since it would be constructed at a suitable height to accommodate multiple wireless providers and thereby would limit the number of future towers needed to serve this area of the community. The proposed wireless facility will not endanger the public health, safety or general welfare and enhances the convenience, comfort, safety and general welfare of the community. Approval of the facility would ensure access to reliable wireless telecommunications services in the Village while minimizing any adverse impact on the community due to its location in a heavily wooded area and non-residential zoning district. Importantly, the monopine design further minimizes any adverse visual impact. For these reasons, the proposed antenna facility is consistent with the spirit and intent of the Mundelein Zoning Ordinance.

f. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

Due to the nature of wireless technology, the need for the tower height is to bring improved wireless coverage to the university campus and the surrounding community. The hardship is created due to the nature of wireless technology, as the proposed site must be located close to the existing site and this location represented the most feasible location given the use of the university property. Poor or no wireless service in a geographic area negatively impacts the lives of those who reside, conduct business or visit the area. In turn, with estimates of over 70 percent of households and even a great many businesses without landlines, the lack of adequate wireless service is not only an inconvenience, but a potential safety concern that could impact the lives of those in the geographic area. The requested variance is the best option for maintaining adequate wireless service to residents, businesses and visitors to this area of Mundelein.

STANDARDS FOR FALL ZONE SETBACK VARIANCE

20.48.040(QQ)(3)(a), Fall Zone Setback, of the Village of Mundelein Zoning Ordinance, states in relevant part that **“Such reduction in the fall zone setback shall require submission of a written instrument signed by all adjoining property owners and duly notarized, agreeing to such modification.”**

20.16.030(F), Approval Standards for Variations, of the Village of Mundelein Zoning ordinance, states in relevant part that **1. No variation from the provisions of this title shall be granted unless the zoning administrator, planning and zoning commission and village board makes specific written findings based on the standards imposed by this section. These standards are as follows:**

a. The strict application of the terms of this title will result in undue hardship.

The proposed facility is designed to fill a coverage gap in Verizon’s network that will occur when Verizon loses its existing temporary site on the Archdiocese property. Coverage gaps result in a substandard wireless signal, which, to the end user, means a dropped call or weak data connection. At this location, the antennas and hence, the tower, must be located at the proposed height to meet the previous coverage that was provided with Verizon’s antennas on the water tower. The network operates on a “grid” system, whereby overlapping “cells” (geographic wireless coverage areas) mesh to form a continuous wireless network. Locating the proposed monopine tower in close proximity to the former water tower location is essential to maintain the functionality of Verizon’s network. The hardship is created due to the nature of wireless technology, as the proposed site must be located close to the existing site at a viable location on the university campus. The applicant has been unable to obtain written, notarized responses from the two property owners within the fall zone setback, despite repeated verbal and electronic outreach to the two adjacent property owners over more than 6 months.

b. The plight of the owner is due to unique circumstances.

The property owner’s situation is a result of the unique circumstance of the operation of wireless technology. Indeed, the need to locate wireless antennas at a height necessary to receive and transmit signals has resulted in the owner’s plight. Such hardship is a result of wireless technology and the physical surroundings of the university property, not anyone having an ownership interest in the property. The hardship does not arise out of a personal situation, but rather out of the nature of the wireless technology and the need to locate the tower at a location that does not adversely impact university operations.

c. The variation, if granted, will not alter the essential character of the locality.

Given that the site is surrounded by mature trees and a monopine style tower is proposed, the proposed wireless communications facility will be compatible with the surrounding neighborhood and will not alter the essential character of the neighborhood.

2. The zoning administrator, planning and zoning commission and village board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate:

a. The particular physical surroundings, shape or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.

Given that the tower must be located in close proximity to the former water tower location, at an adequate height and the antenna facility must not adversely impact the functions of the university, there is no doubt that the particular physical surroundings and shape of the property create a hardship if the strict letter of the regulations were to be carried out. Indeed, the nature of wireless technology and the challenges of placing the proposed tower at a location that does not impact a bustling university campus have created the hardship.

b. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.

The hardship does not arise out of a personal situation, but rather out of the nature of the wireless technology and the need to place its antennas at a specific height and location in order to meet coverage needs. Such hardship is a result of wireless technology and the campus physical surroundings, not anyone having a proprietary interest in the property.

c. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.

Granting the subject variation to allow the proposed monopine tower at the proposed location will not be detrimental to the public welfare in the neighborhood in which property is located, the character of the area or be detrimental to public health and safety. On the contrary, wireless communications technology provides vital communications in “911” and other emergency situations and is relied upon daily by residents, first responders and visitors to the area. These services are an integral part of the community’s communications infrastructure and will promote the public health, safety, morals, comfort and general welfare.

d. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety or impair property values within the neighborhood.

Granting the subject variation will not impair the light and air adjacent to the property. This site is entirely self-monitored and connects directly to a central office where computers alert personnel to any equipment malfunction or breach of security. Existing police and fire protection are more than adequate to provide security for this facility. As mentioned previously, wireless communications technology provides vital “911” communications and is used to promote

efficient and effective personal, business and first responder communications. These services have become established and accepted as an integral part of the nation's communications infrastructure and promote the public health, safety, morals, comfort and general welfare. In addition, the site will be unstaffed and upon completion of construction, maintenance personnel will visit the site approximately once a month. Accordingly, there will be no impact to the existing traffic patterns nor will there be any traffic hazards or nuisances generated. The remote, wooded location of the facility and the monopine design will not impair property values.

e. The proposed variation is consistent with the spirit and intent of this title and village land use policies.

The subject variation, if granted, would be in harmony with the Village of Mundelein Zoning Ordinance since it would allow a communication tower to be constructed at a suitable height to maintain vital Verizon wireless service. Moreover, the proposed site will be designed to accommodate multiple wireless providers and thereby would limit the number of future towers needed to serve this area of the community. The proposed facility meets all other provisions of this ordinance and, therefore will be in harmony with the provisions thereof and with the general purpose and intent of this chapter

f. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

Due to the nature of wireless technology, university operations and design, the requested location and tower height are needed in order to maintain the previous level of wireless service to the university and surrounding community. Undoubtedly, poor or no wireless service to the university property would have a negative impact on university operations and the value of the property with the tower leasehold is greater than without it. Though difficult to calculate in an economic sense, with estimates of over 70 percent of households and a great many businesses without landlines, adequate wireless service is an enhancement to the value of the subject property and also the surrounding area.

STANDARDS FOR HEIGHT VARIANCE

20.48.040(QQ)(4), Height, of the Village of Mundelein Zoning Ordinance, states in relevant part that the maximum height of a wireless telecommunications tower shall be one hundred feet, including all attachments (antennas, lightning rods, arrays, etc). A special use application for approval of a wireless telecommunications tower shall demonstrate that the tower does not exceed the minimum height requirement necessary to function satisfactorily... as part of the special use approval, a tower may exceed the maximum height if the village find that the exception is necessary for colocation purposes.

20.16.030(F), Approval Standards for Variations, of the Village of Mundelein Zoning ordinance, states in relevant part that 1. No variation from the provisions of this title shall be granted unless the zoning administrator, planning and zoning commission and village board makes specific written findings based on the standards imposed by this section. These standards are as follows:

a. The strict application of the terms of this title will result in undue hardship.

The proposed facility is designed to fill a coverage gap in Verizon's network that will occur when Verizon Wireless loses its existing site on the Archdiocese water tower. Coverage gaps result in a substandard wireless signal, which, to the end user, means a dropped call or weak data connection. At this location, the antennas and hence, the tower, must be located at the proposed height to achieve the current coverage that is provided from the Verizon Wireless antenna facility located on the water tower. The network operates on a "grid" system, whereby overlapping "cells" (geographic wireless coverage areas) mesh to form a continuous wireless network. Locating the proposed monopine tower in close proximity to the existing water tower is essential to maintain the functionality of the Verizon Wireless network due to the nature of the wireless grid network. The hardship is created due to the nature of wireless technology, as the requested additional height is needed for Verizon Wireless to maintain its current level of wireless service to the Mundelein community. This is supported in the accompanying propagation maps that the Verizon radio frequency engineer prepared.

b. The plight of the owner is due to unique circumstances.

The property owner's situation is a result of the unique circumstance of the operation of wireless technology. Indeed, the need to locate wireless antennas at a height necessary to receive and transmit signals has resulted in the owner's plight. Such hardship is a result of wireless technology and topography of the physical surroundings of the subject property, not anyone having an ownership interest in the property. The hardship does not arise out of a personal situation, but rather out of the nature of the wireless technology and the need to locate antennas at a specific height and place in order to meet its coverage objective.

c. The variation, if granted, will not alter the essential character of the locality.

DRA carefully selected a site that minimized the impact on surrounding property, and designed a camouflaged monopine style tower that will be compatible with the surrounding neighborhood and will not alter the essential character of the neighborhood. The entire proposed wireless facility will be wholly contained on the existing property. Due to the site selection in a heavily wooded area and the camouflage tower design, the proposed wireless facility installation will not have an adverse impact on the surrounding property values within the neighborhood.

2. The zoning administrator, planning and zoning commission and village board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate:

a. The particular physical surroundings, shape or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.

The Village strongly encourages collocation for wireless antenna facilities wherever possible. This location serves as an excellent collocation opportunity for future carriers, but only when the monopine tower is at the proposed height due to the heavily wooded, mature trees that surround the campus. The hardship does not arise out of a personal situation, but rather out of the nature of the wireless industry and the need to locate its antennas at a specific height and place in order to meet its coverage standards.

b. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.

The hardship does not arise out of a personal situation, but rather out of the nature of the wireless technology and the need to locate its antennas at a specific height and place in order to meet its existing coverage standards. Such hardship is a result of wireless technology and topography of the physical surroundings of the subject property, not anyone having an ownership interest in the property.

c. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.

The Proposed Facility will not have a substantial or undue adverse effect upon the adjacent property, the character of the area or be detrimental to the public health, safety, and general welfare. On the contrary, wireless communications technology provides vital communications in “911” and other emergency situations and is used to promote efficient and effective personal, business and governmental communications. These services have become established and accepted as an integral part of the village’s communications infrastructure and promotes the public health, safety, morals, comfort and general welfare.

d. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety or impair property values within the neighborhood.

The proposed monopine tower will be constructed within a heavily wooded area and since shaped like a tree, will not impair the light and air adjacent to the property. No drainage, sanitation, refuse removal, parks, library or school services will be necessary for this facility. This site is entirely self-monitored and connects directly to a central office where sophisticated computers alert personnel to any equipment malfunction or breach of security. Existing police and fire protection are more than adequate to provide security for this facility. As mentioned previously, wireless communications technology provides vital communications in “911” and other emergency situations and is used to promote efficient and effective personal, business and governmental communications. Upon completion of construction, maintenance personnel will visit the site approximately once or twice a month. Accordingly, there will be no impact to the existing traffic patterns nor will there be any traffic hazards or nuisances generated. The remote, wooded location of the facility and the monopine design most certainly will not impair property values.

e. The proposed variation is consistent with the spirit and intent of this title and village land use policies.

The variance, if granted, would be in harmony with the Village of Mundelein Zoning Ordinance since it would be constructed at a suitable height to accommodate multiple wireless providers and thereby would limit the number of future towers needed to serve this area of the community. The proposed wireless facility will not endanger the public health, safety or general welfare and enhances the convenience, comfort, safety and general welfare of the community. Approval of the facility would ensure access to reliable wireless telecommunications services in the Village while minimizing any adverse impact on the community due to its location in a heavily wooded area and non-residential zoning district. Importantly, the monopine design further minimizes any adverse visual impact. For these reasons, the proposed antenna facility is consistent with the spirit and intent of the Mundelein Zoning Ordinance.

f. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

Due to the nature of wireless technology, the purpose of the Height Variance is to bring improved wireless coverage to the university campus and the surrounding community. Poor or no wireless service in a geographic area negatively impacts the lives of those who reside, conduct business or visit the area. In turn, with estimates of over 70 percent of households and even a great many businesses without landlines, the lack of adequate wireless service is not only an inconvenience, but a potential safety concern that could impact the lives of those in the

geographic area. The requested variance is the best option for maintaining adequate wireless service to residents, businesses and visitors to this area of Mundelein.

STANDARDS FOR SPECIAL USE

20.44.020 Permitted and special uses, Table 20.44-1 Special Purpose Zoning Districts Permitted and Special Uses, of the Village of Mundelein Zoning Ordinance states in relevant part that Wireless Communications Tower is a special use in the Institutional District.

20.48.040(QQ)(9)(a), Additional Standards for Wireless Communications Towers, of the Village of Mundelein Zoning Ordinance states in relevant part that Wireless telecommunications towers shall be a special use in all districts.

20.16.040(E), Approval Standards for Special Uses, of the Village of Mundelein Zoning Ordinance, states in relevant part that no special use shall be recommended for approval by the planning and zoning commission and approved by the village board unless it has made findings, based upon the evidence presented at the public hearing, to support each of the following conclusions:

1. The establishment, maintenance and operation of the special use in the specific location proposed will not endanger the public health, safety or general welfare of any portion of the community.

Wireless technology provides convenient, reliable, every day communications to its users in your community and does not interfere with any other form of communication, whether public or private. Importantly, wireless technology affords vital communications in emergency situations and will commonly be used by residents, visitors to Mundelein and emergency personnel to protect the general public's health, safety and welfare.

Indeed, wireless telephone technology provides many benefits that contribute to the general welfare of the communities it serves. These services include, but are not limited to, the following:

- 911 program allowing wireless users to summon aid and report dangerous situations.
- Support for emergency services by providing wireless communications to paramedics, firefighters, and law enforcement agencies.
- The ability to transmit data allowing for immediate access to vital information.
- A backup system to the landline system in the event of a natural or man-made disaster.
- Immediate access to national hazardous material data bases from the site of a hazardous material spill.
- Immediate communication capabilities outside of the home, enhancing the safety of residents by allowing immediate access to emergency assistance.
- Support for the lives of people in the village reducing stress and increasing productivity.

With the proposed removal of the existing Archdiocese water tank that currently allows Verizon to collocate its antennas to serve the Mundelein community, the proposed monopine tower is necessary to allow Verizon to continue to provide service to this area of the Mundelein community. Quality wireless technology, including voice and data networks, is integral to virtually every local business, resident, and visitor to Mundelein and most certainly promotes the public health, safety, morals, comfort and general welfare.

2. The proposed special use is compatible with adjacent properties and other property within the immediate vicinity of the special use.

Verizon has been sensitive in selecting a site location that will minimize the impact on adjacent property. Moreover, Verizon selected a monopine style tower that visually blends in with the surrounding mature tree line so as to minimize visual impact on the surrounding area. Though the ground area of the site is only visible from the university campus property, the proposed ground design around the base of the tower will include a stackwall concrete fence that will screen all ground equipment at street level from view. The wooded site location, camouflaged tower design and planned removal of the existing Archdiocese water tower, certainly supports the position that the overall proposal is compatible with adjacent property within the immediate vicinity of the monopine tower.

3. The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance and the Village land use policies.

The proposed wireless communication tower is in harmony with the Mundelein Zoning Use Standards found at Section 20.48.040 (KK) 1a-e applicable to Wireless Telecommunications Towers. As explained in Special Use Standard 1 above, the proposed wireless facility will not endanger the public health, safety or general welfare and enhances the convenience, comfort, safety and general welfare of the community. Approval of the facility would ensure access to reliable wireless telecommunications services in the Village while minimizing any adverse impact on the community due to its location in a heavily wooded area and non-residential zoning district. Importantly, the monopine design further minimizes any adverse visual impact while also being designed to accommodate three wireless carriers to help foster future collocation opportunities on one structure. For these reasons, the proposed antenna facility is consistent with the spirit and intent of the Mundelein Zoning Ordinance.

4. The special use conforms to the applicable regulations of the zoning district in which it is to be located.

The proposed facility conforms to the Institutional District purpose of accommodating governmental, educational and cultural facilities located within the village. Indeed, the proposed facility will, in fact, improve the quality of life for the residents, visitors and persons doing business at the university and the surrounding area of Mundelein for reasons stated within this application. This type of monopine installation not only meets the demand for wireless communications in the area, but it also maintains the aesthetics of the community. The proposed facility complies with all additional Institutional District regulations.

LEGEND

- 1" x 18" IRON PIPE SET
 - 6" NAIL SET
 - COUNTY MONUMENT FOUND
 - EXISTING POWER POLE
 - ELECTRIC TRANSFORMER
 - ELECTRIC MANHOLE
 - TELEPHONE PEDestal
 - TELEPHONE VAULT
 - GAS METER
 - GAS VALVE
 - TRAFFIC LIGHT
 - WATER VALVE
 - FIRE HYDRANT
 - STORM INLET
 - STORM MANHOLE
 - SANITARY MANHOLE
 - WATER MANHOLE
 - DOOR
 - STORM SEWER MAIN
 - SANITARY SEWER MAIN
 - EXISTING TREE
- PROPERTY LINE
- FENCE
- OVERHEAD POWER LINE
- UNDERGROUND TELCO
- UNDERGROUND POWER
- BURIED WATER LINE
- BURIED GAS LINE
- EDGE OF RIGHTRIGHTS

SURVEY PERFORMED BY:

MERIDIAN
SURVEYING, LLC

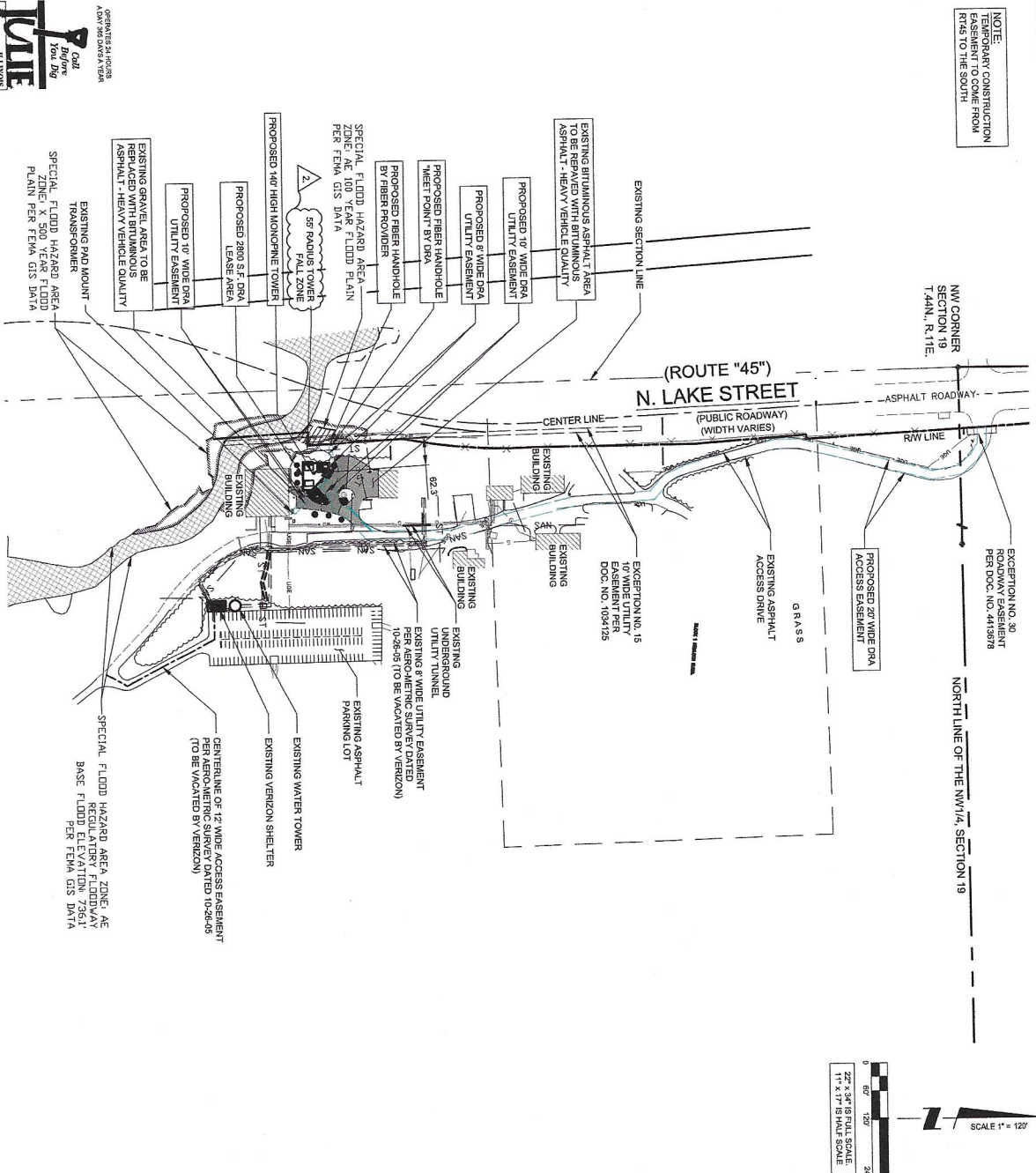
18774 Firgione 1 Office: 920-993-0881
Menasha, WI 54952 Fax: 920-273-8037

SITE BENCHMARK (BM A)
FLAG BOLT ON TOP OF HYDRANT NORTH OF POWER PLANT BUILDING.
ELEVATION: 746.12
DATUM.

GENERAL SITE NOTES

- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT, CURBS, SIDEWALKS, UTILITIES AND VEHICLES EXISTING PAVEMENT SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.
- THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THE INFORMATION AND DATA FURNISHED BY THE OWNER, STOP WORK IMMEDIATELY AND NOTIFY THE OWNER OF THE DISCREPANCY AND THE NATURE OF THE DIFFERENCES. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE PERMITTED IN WRITING. CONTRACTOR HAS TO BE AWARE OF THE SUBSURFACE CONDITIONS, AS REVEALED BY THE SOIL STUDIES, AND IN WRITING.
- AS NECESSARY TO PROVIDE APPROXIMATE GRADE STAGING AREA AND TEMPORARY ROAD, CONTRACTOR SHALL COORDINATE WITH ANTENNA AND SHALL BE RESTORED TO EXISTING CONDITIONS AS NECESSARY UPON COMPLETION OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE PROTECTION AND BUILDING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE PROTECTION TO THE OWNER STAGING AREA AND TEMPORARY ROAD ACCEPTABLE TO THE OWNER STAGING AREA AND TEMPORARY ROAD SHALL BE RESTORED TO EXISTING CONDITIONS AS NECESSARY UPON COMPLETION OF CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE PROTECTION TO THE OWNER STAGING AREA AND TEMPORARY ROAD ACCEPTABLE TO THE OWNER STAGING AREA AND TEMPORARY ROAD SHALL BE RESTORED TO EXISTING CONDITIONS AS NECESSARY UPON COMPLETION OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE PROTECTION TO THE OWNER STAGING AREA AND TEMPORARY ROAD ACCEPTABLE TO THE OWNER STAGING AREA AND TEMPORARY ROAD SHALL BE RESTORED TO EXISTING CONDITIONS AS NECESSARY UPON COMPLETION OF CONSTRUCTION.

NOTE:
TEMPORARY CONSTRUCTION EASEMENT TO COME FROM R145 TO THE SOUTH



1 LOCATION PLAN

OPERATES 24 HOURS
A DAY 965 DAYS A YEAR
Call Before You Dig
1-800-4-A-DIG
ONE CALL 800-4-A-DIG
48 HOURS BEFORE
YOU DIG

22" x 34" IS FULL SCALE
1" x 17" IS HALF SCALE

SCALE 1" = 120'

REVISIONS		
NO.	DESCRIPTION	DATE BY
1	ISSUED FOR REVIEW	02/21/24 J.R.
2	REVISED FIBER ROUTE	02/26/24 J.R.
3	ADDITION OF 55' RADIUS FALL ZONE	03/05/24 T.J.S.
4	REVISED TOWER HEIGHT	02/26/24 T.J.S.
5	UPDATE WITH TERTIARY TANK GENERATOR	05/28/24 T.J.S.
6	REVISED CPER NEW RFDS	08/01/24 T.J.S.
7	SWAP OUT VERIZON GENERATOR	01/16/25 T.J.S.

TERRA
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-695-6400
FAX: 847-695-6401

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 519-5357
FAX: (847) 706-7415

RT. 45 & 176
RELO

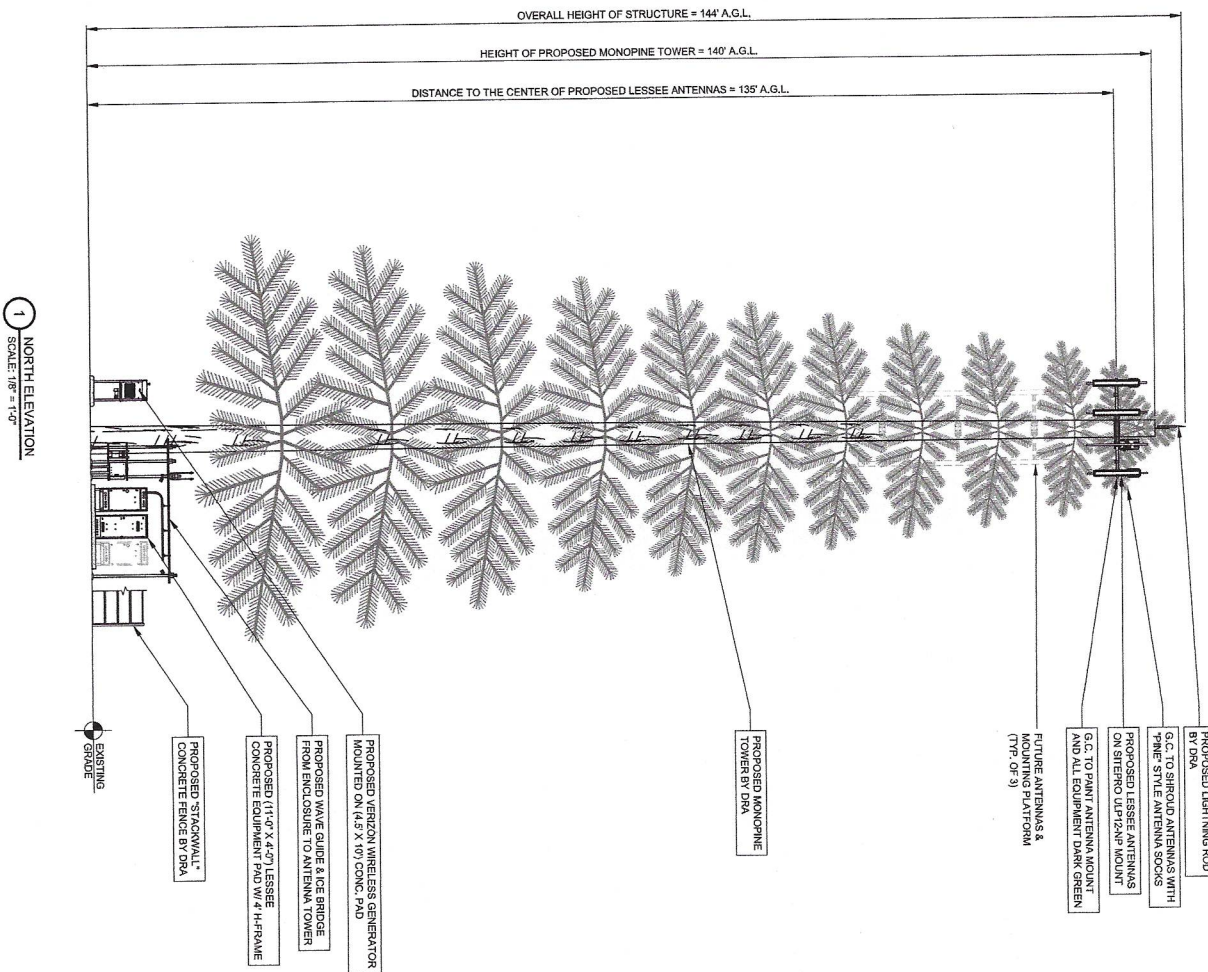
416 UNIVERSITY DR.
MUNDELEIN, IL 60060

DRAWN BY: J.R.
CHECKED BY: D.S.
DATE: 04/22/24
PROJECT #: 247-002

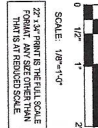
SHEET TITLE
LOCATION PLAN

SHEET NUMBER
LP

NOTES:
THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.
G.C. TO ADJUST HEIGHT OF MOUNT BY 45' AS NEEDED TO AVOID CLIMBING OR DAMAGE CLIMBING FACILITIES DURING INSTALLATION.



1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



ANT-1

SHEET NUMBER

verizon

1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA

600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-699-6400
FAX: 847-699-6401

RT. 45 & 176
RELO

416 UNIVERSITY DR.
MUNDELEIN, IL 60060

DRAWN BY: JLR

CHECKED BY: DS

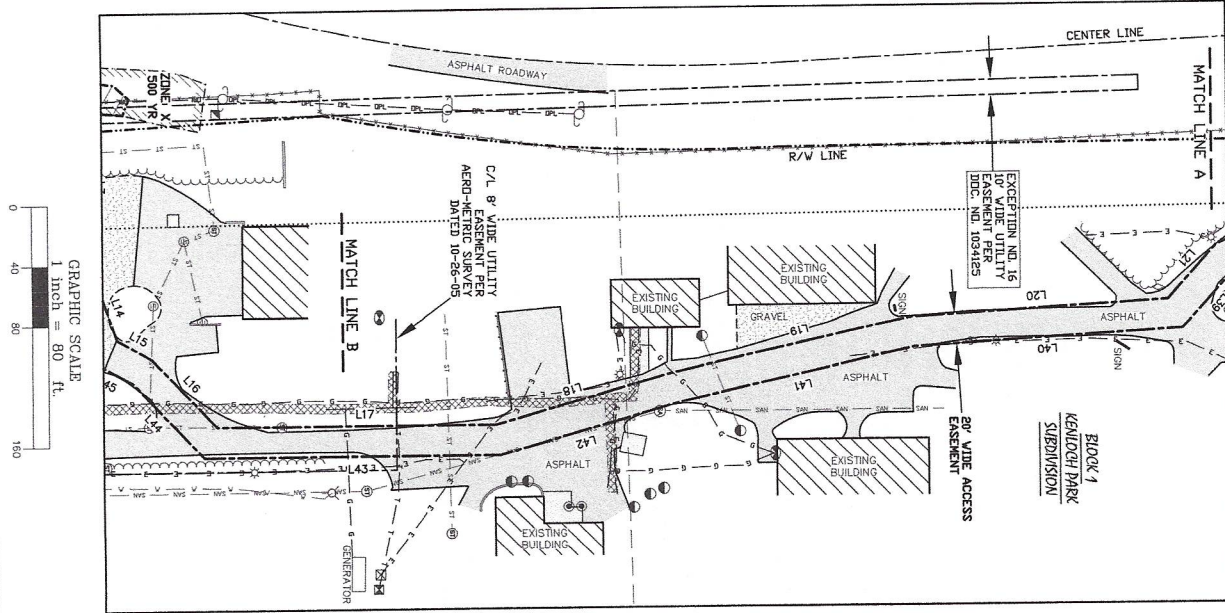
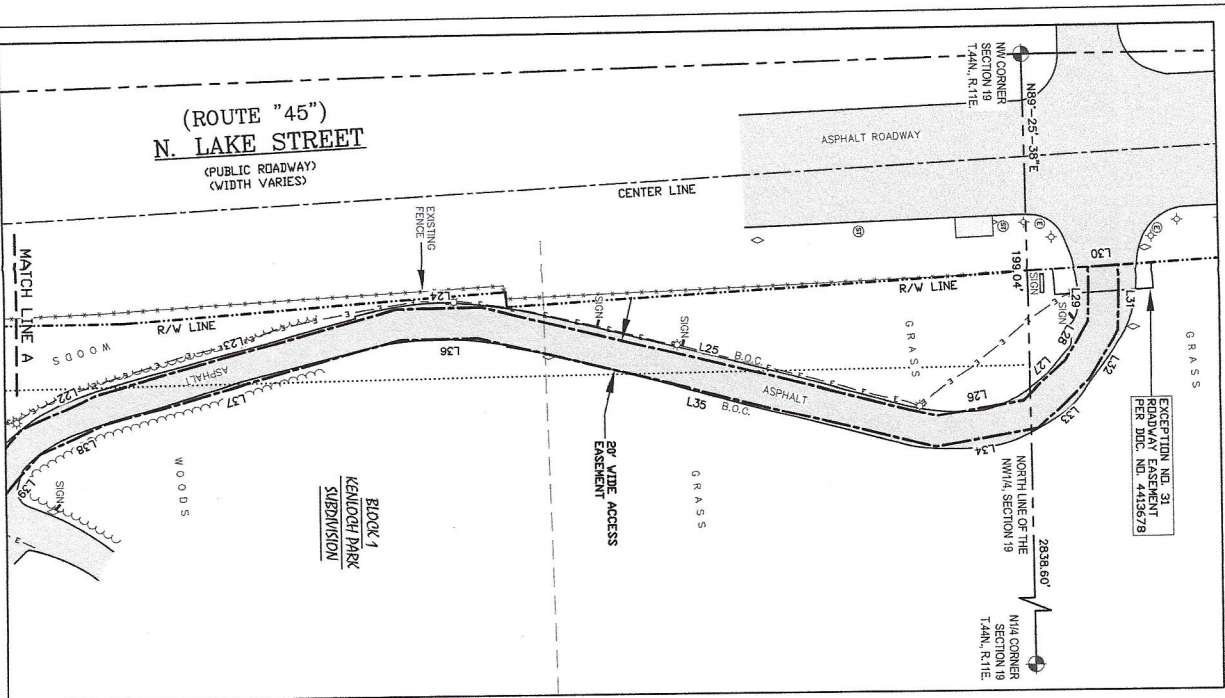
DATE: 01/02/24

PROJECT #: 248792

SHEET TITLE
SITE ELEVATION

MGD LOC#
5000170384
PSLC #683253

REVISIONS		
NO.	DESCRIPTION	DATE BY
1	ISSUED FOR REVIEW	02/21/24 JLR
2	REVISED FIBER ROUTE	02/26/24 JLR
3	ADDITION OF 55' RADIUS FALL ZONE	03/05/24 TJS
4	REVISED TOWER HEIGHT	03/09/24 TJS
5	UPDATE WITH TERTIARY TANK GENERATOR	05/28/24 TJS
6	REVISED CPER NEW RFDS	08/01/24 TJS
7	SWAP OUT VERIZON GENERATOR	01/16/25 TJS



LEGEND

- 1" x 18" IRON PIPE SET
- 6" NAIL SET
- COUNTY MONUMENT FOUND
- EXISTING POWER POLE
- ELECTRIC TRANSFORMER
- ELECTRIC MANHOLE
- TELEPHONE PEDestal
- FIBER OPTIC VAULT
- GAS METER
- GAS VALVE
- TRAFFIC LIGHT
- LIGHT POLE
- WATER VALVE
- FIRE HYDRANT
- STORM INLET
- SANITARY MANHOLE
- SANITARY MANHOLE
- WATER MANHOLE
- DOOR
- OVERHEAD ELECTRIC
- BURIED ELECTRIC
- BURIED TELEPHONE
- BURIED FIBER OPTIC LINE
- BURIED GAS LINE
- STORM SEWER MAIN
- SANITARY SEWER MAIN
- PROPERTY LINE
- EXISTING TREE

BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83/2011) - EAST ZONE AND THE NORTH LINE OF THE NW1/4 SECTION 19, T. 44N., R. 11E., WHICH BEARS N89°-25'-38"E

Dated this _____ day of _____, 2023.

SURVEYOR'S CERTIFICATE

I, Craig A. Knoch, Illinois Professional Land Surveyor of Madison Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 005-003828
 LICENSE EXPIRES NOVEMBER 30, 2025
 DESIGN FIRM PROFESSIONAL LICENSE NO. 18408689
 LICENSE EXPIRES APRIL 30, 2026
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

TERRA
COMMERCIAL BOUNDARY SURVEYING, LLC

600 Brees Highway
Park Ridge, IL 60068
OFFICE: (847) 698-5400
FAX: (878) 444-4472

verizon

1515 WOODFIELD ROAD
SUITE 1400
SCHANENBURG, IL 60173

DRA PROPERTIES, LLC

144 W. LOCKWOOD AVENUE, SUITE 200
WEBSTER GROVES, MO 63119
PHONE: 314 963-7710

MERIDIAN
SURVEYING, LLC

19837 Friendship Drive Office: 920-993-0881
Kokomo, WI 54150 Fax: 920-271-6037

SITE NAME:
RT. 45 & 176

SITE ADDRESS:
300 PRINCIPAL AVE.
MUNDELEN, IL 60060

PROPERTY OWNER:
CATHOLIC BISHOP
OF CHICAGO
835 N. RUSH ST.
CHICAGO, IL 60611

PARCEL NO.: 11-19-102-017,
11-18-300-015, & 11-19-100-002

DEED REFERENCE: DOCUMENT NO. 179886
& NO. 163362

LEASE EXHIBIT

FOR
VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS

A PART OF THE S1/2 OF GOVERNMENT LOT 2
OF THE NW1/4, SECTION 19, T. 44N., R. 11E., OF
THE 3rd P.M., TOWNSHIP OF LIBERTYVILLE, LAKE
COUNTY, ILLINOIS

3	1/10/23	Added FEUA Information	JD
2	2/27/24	Revised Utility Easement	JD
1	2/20/24	Preliminary Survey	JD

DESIGN BY:	C.A.K.	FIELD WORK:	2-25-21
CHECKED BY:	C.A.K.	FIELD BOOK:	X
JOB NO.:	15188	SHEET:	2 OF 6

SURVEYED FOR:



600 Buss Highway
Park Ridge, IL 60068
OFFICE: (847) 898-4400
FAX: (847) 444-4472

SURVEYED FOR:



1515 WOODFIELD ROAD
SUITE 1400
SCHLAUMBERG, IL 60173

SURVEYED FOR:

DRA PROPERTIES, LLC
144 W. LOCKWOOD AVENUE, SUITE 200
WEBSTER GROVES, MO 63119

PHONE: 314 965-1710



920-997-0087
920-272-9037
Koshland, WI 54153

SITE NAME: RT. 46 & 176
SITE ADDRESS: 300 PRINCIPAL AVE.
MUNDELEIN, IL 60060

PROPERTY OWNER: CATHOLIC BISHOP OF CHICAGO, 185 S. MICHIGAN ST. CHICAGO, IL 60611

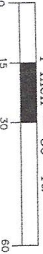
PARCEL NO.: 11-19-102-017,
11-18-300-015, & 11-19-100-002
DEED REFERENCE: DOCUMENT NO. 179886
& NO. 183382

LEASE EXHIBIT

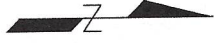
3	1/10/25	Added FEMA Information	JD
2	2/27/24	Revised Utility Easement	JD
1	12/20/24	Preliminary Survey	JB
DRAWN BY:	J.D.	FIELD WORK	2-25-21
CHECKED BY:	C.A.K.	FIELD BOOK:	X
JOB NO.:	151988	SHEET	4 OF 6

PROPOSED TOWER BASE

GRAPHIC SCALE
1 inch = 30 ft.
BENCHMARK INFORMATION
SITE BENCHMARK: (BM A)
FLAG BOLT ON TOP OF HYDRANT
NORTH OF POWER PLANT BUILDING
ELEVATION: 746.12'



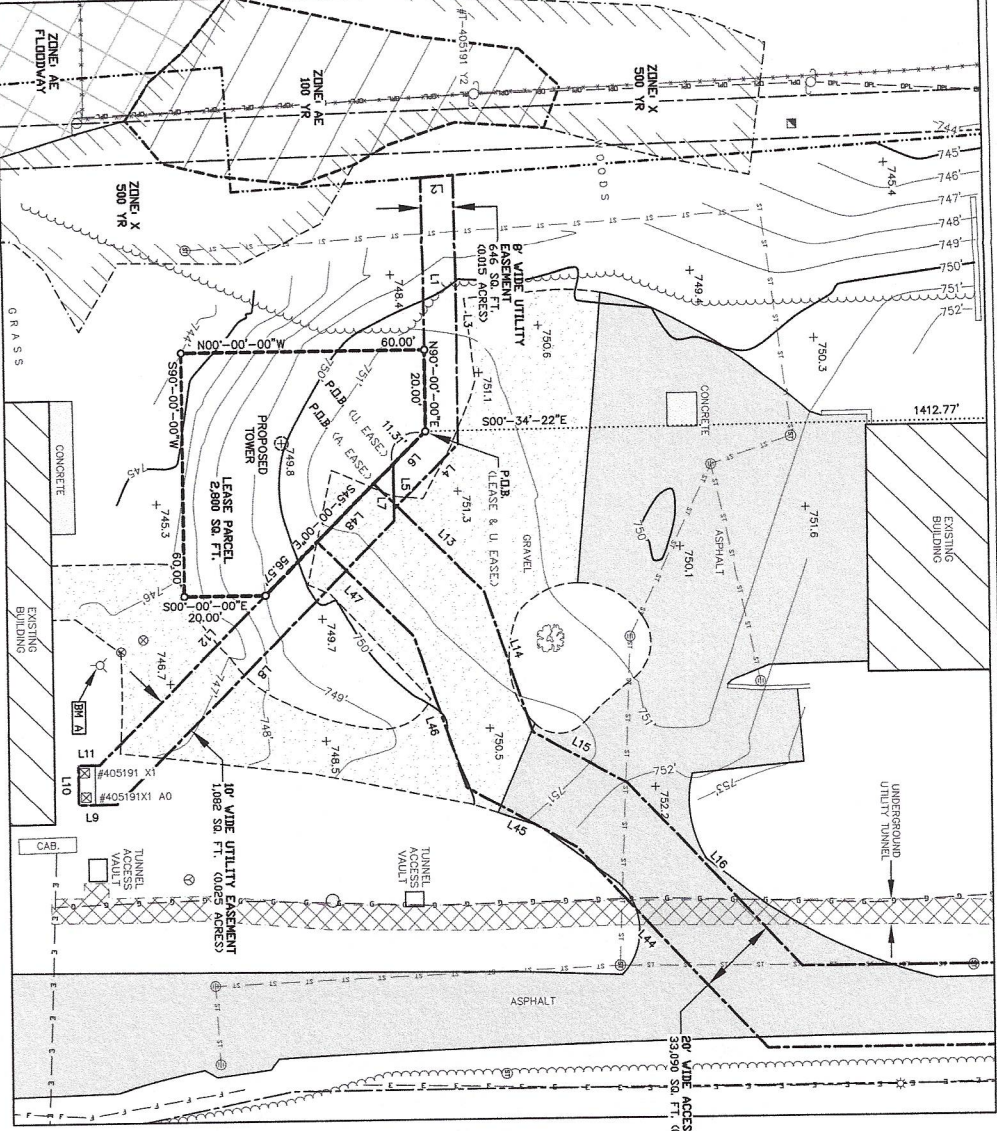
BEARINGS REFERENCED TO THE
ILLINOIS STATE PLANE COORDINATE
SYSTEM (NAD 83/2011) - EAST ZONE
AND THE NORTH ANGLE OF THE
SECTION 19, T. 44N., R. 11E., WHICH
BEARS N89°-25'-38"E



LEGEND-

- 1" x 18" IRON PIPE SET
- 6" NAIL SET
- COUNTY MONUMENT FOUND
- EXISTING POWER POLE
- ELECTRIC TRANSFORMER
- ELECTRIC MANHOLE
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- BURIED FIBER OPTIC LINE
- BURIED GAS LINE
- STORM SEWER MAIN
- SANITARY SEWER MAIN
- PROPERTY LINE
- EXISTING TREE

Line #	Direction	Length	Line #	Direction	Length
L1	S90°00'00"W	61.85'	L25	N135°70'3"E	307.72'
L2	N03°13'4"W	8.01'	L26	N09°24'29"W	58.06'
L3	N90°00'00"E	65.81'	L27	N42°18'24"W	37.53'
L4	S45°00'00"E	22.63'	L28	N59°12'32"W	39.58'
L5	S90°00'00"W	11.31'	L29	N87°27'39"W	35.19'
L6	N45°00'00"E	14.14'	L30	N03°10'57"W	20.07'
L7	N00°00'00"E	14.14'	L31	S88°27'39"E	42.06'
L8	S45°00'00"E	9.43'	L32	S59°12'32"E	37.17'
L9	S00°00'00"E	10.00'	L33	S42°18'24"E	46.40'
L10	N80°00'00"W	10.00'	L34	S09°24'29"E	58.10'
L11	N00°00'00"W	5.28'	L35	S135°70'3"E	309.30'
L12	N45°00'00"W	103.19'	L36	S00°35'28"E	51.45'
L13	N45°00'00"E	38.07'	L37	S145°59'36"E	200.36'
L14	N73°34'28"E	36.70'	L38	S23°44'38"E	48.25'
L15	N29°22'39"E	26.54'	L39	S46°13'08"E	51.23'
L16	N46°45'03"E	62.04'	L40	S03°29'57"E	176.93'
L17	N00°00'00"E	193.30'	L41	S12°44'41"E	68.48'
L18	N15°13'39"W	120.85'	L42	S15°51'39"E	123.09'
L19	N12°44'41"W	180.64'	L43	S00°00'00"W	194.73'
L20	N03°09'57"W	170.32'	L44	S46°45'03"W	67.63'
L21	N48°13'08"W	47.34'	L45	S29°22'39"W	31.00'
L22	N23°44'38"W	54.11'	L46	S71°34'28"W	39.69'
L23	N14°59'36"W	204.44'	L47	S45°00'00"W	33.35'
L24	N00°35'29"W	56.53'	L48	N45°00'00"W	20.00'



SURVEYORS CERTIFICATE

I, Cole A. Kesch, ILLINOIS Professional Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this _____ day of _____, 2025.

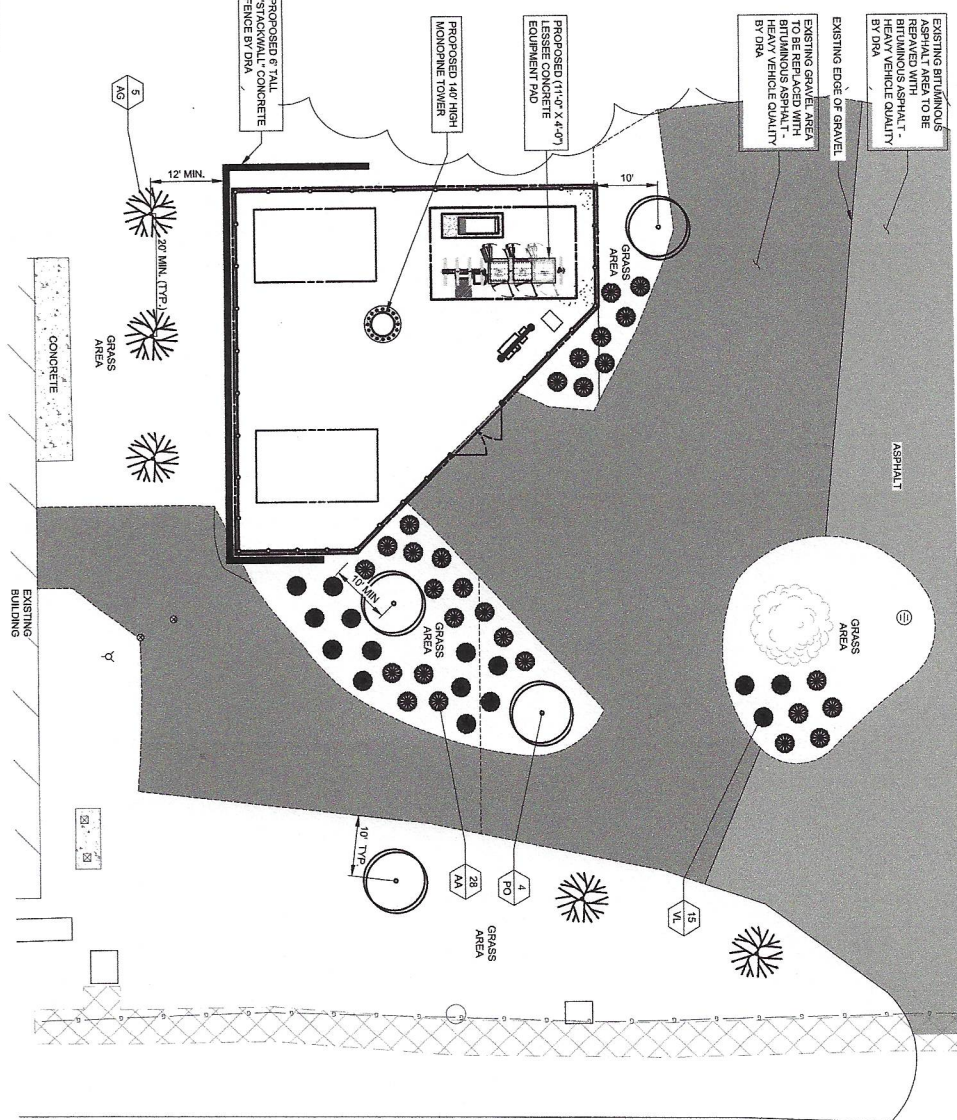
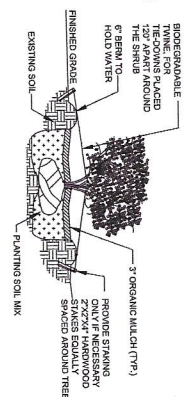
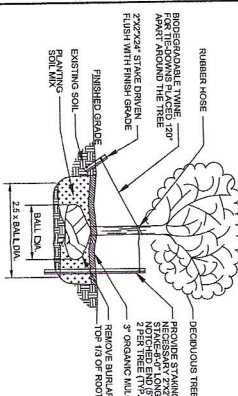
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 05-003828
LICENSE EXPIRES NOVEMBER 30, 2025

DESIGNER: MERIDIAN SURVEYING, LLC
LICENSE NO. 05-003828
LICENSE EXPIRES APRIL 30, 2026

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

1. PRUNE NEWLY INSTALLED SHRUBS. WORK SHALL BE DONE BY EXPERIENCED PERSONNEL TO THE ACCEPTED HORTICULTURAL AND ARBORICULTURAL STANDARDS. PRUNING SHALL RESULT IN A LOOSE OUTLINE CONFORMING TO THE GENERAL SHAPE OF THE SHRUB TYPE. DO NOT USE HEDGE SHEARS. ALL PLANTING STOCK SHALL BE NURSERY-GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE.

4. ALL PLANT STOCK SHALL BE NURSERY-GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE. PLANTS SHALL BE FREE OF DISEASE, INSECT EGGS, LARVAE AND DEFECTS SUCH AS KNOTS, SPLIT WOODS AND UNIFORM GROWTH TYPICAL OF THE SPECIES AND VARIETY, WELL-FORMED, FREE FROM IRREGULARITIES, WITH THE MINIMUM QUALITY AND SIZE CONFORMING TO AMERICAN STANDARD FOR NURSERY STOCK.
5. GUARANTEED WARRANT: ALL PLANT MATERIAL TO BE TRUE TO BOTANICAL NAME AND SPECIES NAME. AFTER COMPLETION OF PLANTING, ALL PLANT MATERIALS SHALL BE WARRANTEED AGAINST DEFECTS, INCLUDING DEFECTS THAT THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEFECTS RESULTING FROM NEGLECT, ABUSE, DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS BEYOND THE CONTRACTORS CONTROL, WHICH RESULT FROM NATURAL CAUSES SUCH AS FLOODS, STORMS, FIRES, OR NO ADDITIONAL COST TO THE CONTRACTOR. PLANTS SHALL BE GUARANTEED TO BE TRUE TO SPECIES AND VARIETY DURING THE NINETY MONTHS THAT ARE ELAPSED, OR IN THE OPINION OF THE LANDSCAPE ARCHITECT, IN ANY UNHEALTHY OR UNSUITABLE CONDITION, DEFECTED PLANT MATERIALS SHALL BE REMOVED FROM THE SITE AT CONTRACTORS EXPENSE. DEFECTED TREES ARE TO BE MOVED NO LATER THAN THE END OF THE PLANTING SEASON. RESERVE TREES DESTROYED BY THE LANDSCAPE OPERATIONS.
6. MULCHING SHALL BE DONE WITHIN 48 HOURS AFTER PLANTING. MULCH SHRUB BEDS TO A MINIMUM OF THREE INCHES. MULCH SHALL BE CLEAN COMPOSTED BARK MULCH, FREE OF FOREIGN MATERIAL, AND LARGE PIECES OVER THREE INCHES LONG. DO NOT MULCH TREE AND SHRUB PLANTING PITS.
7. TOPSOIL SHALL CONSIST OF FERTILE SUBJECT NATURAL LOAM, CONTAINING A LIBERAL AMOUNT OF HUMUS AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL. IT SHALL BE FREE OF ADULTURES OF SUBSOIL, AND FREE OF STONES, LIMESTONE, AND OTHERS. IT SHALL BE USED FOR PLANTING OPERATIONS WHILE IN A FROZEN OR MUDDY CONDITIONS.
8. REPAIR ALL TYPED AREAS BY SEEDING. SEEDING INSTALLATION SHALL BE EXECUTED ONLY AFTER ALL FINISH GRADING HAS BEEN COMPLETED, NO SEEDING WORK SHALL BE DONE UNTIL SEPTEMBER 15, UNLESS APPROVED BY THE OWNERS REPRESENTATIVE. SEED SHALL BE PLANTED AT A RATE OF 100 POUNDS PER ACRE. FOR A GRASS MIXTURE, THE BROADCAST SEEDING RATE SHALL BE APPROVED BY THE BUREAU OF LAND MANAGEMENT PRIOR TO PLANTING. SEEDING SHALL BE APPLIED AT A MINIMUM RATE OF 120 POUNDS PER ACRE. FUTURIA BARKET, OR EQUAL, SHALL BE USED FOR EROSION CONTROL WHERE NECESSARY IN LIEU OF HYDRO MULCH.
9. PLANT MATERIAL SHALL CONFORM WITH THE CURRENT AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN FOR THAT TYPE OF TREE OR SHRUB AT THE TIME OF PLANTING.
10. ALL TREES SHALL BE GROWN IN A NURSERY LOCATED IN THE NORTHERN HALF OF THE STATE OF ILLINOIS AND LICENSED BY THE STATE OF ILLINOIS.
11. THE PLANTING SEASON SHALL BE APPROXIMATELY OCTOBER 15 TO DECEMBER 1, AND MAY 15 TO NOV. 1.



PLANT LIST					
SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	COMMENTS
TREES					
	AESCLUSUS GLABRA	OHIO BUCKEYE	5	6 FT. HT. MIN.	B & B (BALLED & BURLAPPED)
	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	4	6 FT. HT. MIN.	B & B (BALLED & BURLAPPED)
SHRUBS					
	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	28	1 GAL. POT MIN.	PLANT 4-6' APART MIN.
	VIBURNUM LENTAGO	NAUNYBERRY	15	3 GAL. POT MIN.	PLANT 6-8' APART MIN.
 3 PLANT QUANTITY			 PG PLANT SYMBOL		

OPERATES 24 HOURS
A DAY 365 DAYS A YEAR

Call
Before
You Dig

1-800-4-A-DIG

ILLINOIS
ONE CALL SYSTEM

CALL JULIE TOLL FREE
1(800) 882-0123
48 HOURS BEFORE
YOU DIG

22 x 34" PRINT IS THE FULL SCALE
FORMAT. ANY SIZE OTHER THAN
THIS IS AT REDUCED SCALE.

0 5 10'

SCALE 1" = 10'

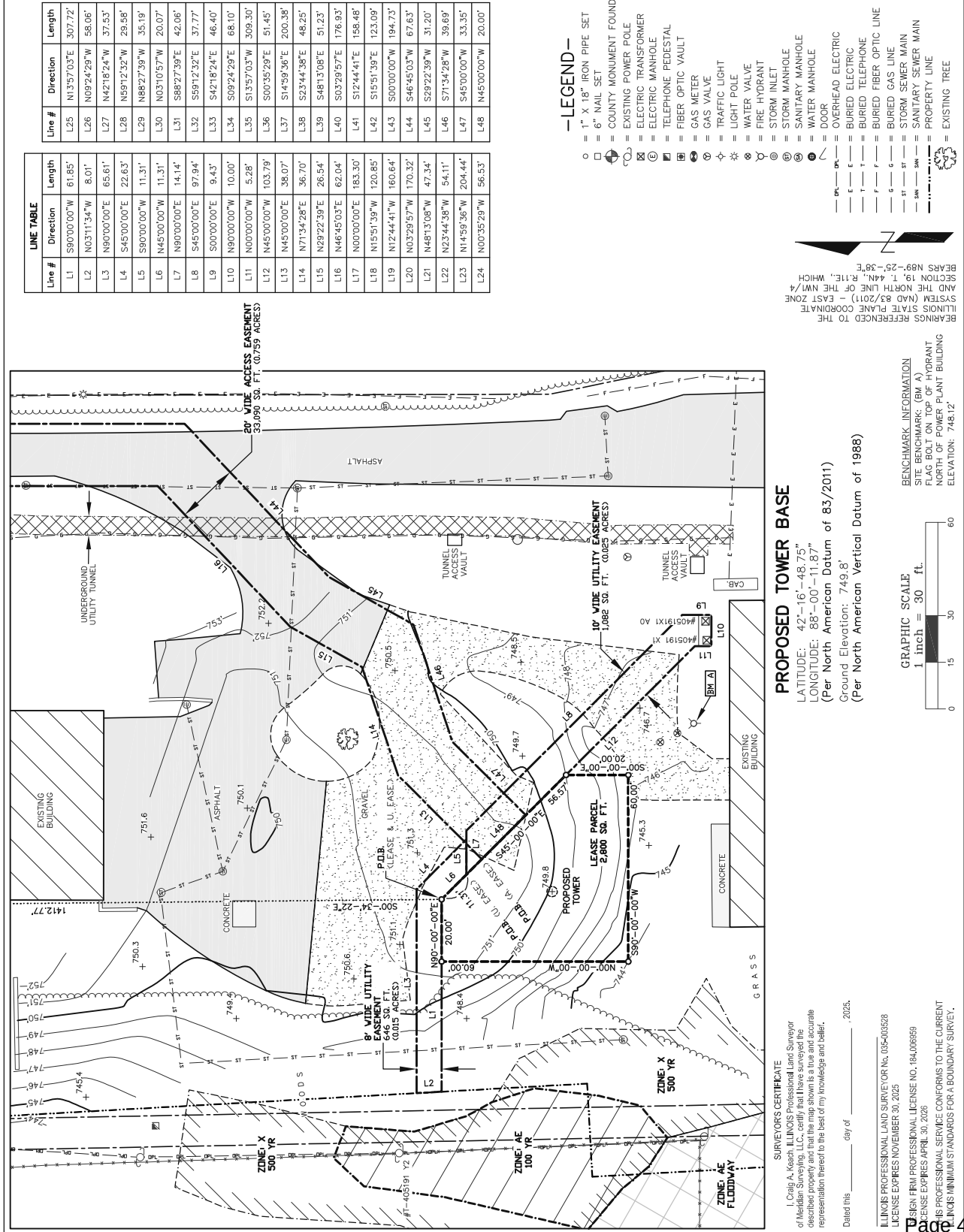
REVISIONS			
NO.	DESCRIPTION	DATE	BY
-	ISSUED FOR REVIEW	02/21/24	JJR
1	REVISED FIBER ROUTE	02/26/24	JJR
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5	REVISED CPER NEW RFDS	08/01/24	TJS
6	SWAP OUT VERIZON GENERATOR	01/18/25	TJS



TERRA
ENVIRONMENTAL SERVICES, LTD.
600 RIDGE HIGHWAY
PARK RIDGE, IL 60065
PH: 847-495-6405
FAX: 847-495-6401

verizon

1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415





January 22, 2024

Village of Mundelein
Planning Department
300 Plaza Circle
Mundelein, IL 60060

RE: Letter of Explanation
[Maintenance Plan and Owners with Real Property Recorded Interest]
Site Address: 416 University Dr., Mundelein, IL 60060

Dear Planning Department:

DRA Properties, LLC is constructing a 145' monopine structure that complies with regulations and all other requirements and conditions of the Village of Mundelein. The proposed monopine is replacing the antennas from the water tank and will maintain coverage/capacity on street level and in the residential areas along US 45 (Lake St) and Maple Ave.

Traffic to the site for maintenance services will be approximately every 6 months to clean the site. This will ensure long term maintenance and keeping the area free of debris and immediate removal of graffiti.

The structure is designed to blend into the landscape of the property. The ground equipment will be concealed behind a six (6') tall "stack-wall" concrete fence as described in the lease exhibit/drawings.

Interested Owners:

- Tower Owner: DRA Properties, LLC, 343 S. Kirkwood Rd., Ste. #5, Box 220130, Kirkwood, MO 63122
- Tenant: Chicago SMSA Limited Partnership d/b/a Verizon Wireless, One Verizon Way, Mail Stop, 4AW100, Basking Ridge, New Jersey 07920

Respectfully,

Margie Oliver
Project Manager

343 S. Kirkwood Road #5, Box# 220130, Kirkwood, MO 63122
Ph: 314-496-7706 | Em: moliver@dolanrealtyadvisors.com
Verizon Site Name: RT. 45 & 176 RELO

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by The Catholic Bishop of Chicago, an Illinois corporation sole ("**Landlord**") and DRA Properties, LLC, a Missouri limited liability company, having a mailing address of 343 S. Kirkwood Road, Ste. #5, Box 220130, Kirkwood, MO 63122 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, PIN: 11-19-102-017 located in the County of Lake, State of Illinois (collectively, the "**Property**"). Tenant desires to lease a portion of the Property in connection with the installation, operation, maintenance and management of telecommunications equipment at the Property and Landlord desires to lease to Tenant a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE.

(a) Landlord hereby leases to Tenant and Tenant takes and leases from Landlord a certain portion of the Property containing approximately Two Thousand Eight Hundred (2,800) square feet including the air space above such ground space, and a twenty (20) foot wide access and right of way easement, (1) eight (8) foot wide utility easement, two (2) ten (10) foot wide utility easements and one (1) eight (8) foot wide existing utility easement, all as legally described or depicted on attached **Exhibit 2** (collectively, the "**Premises**"), for the placement of Tenant's Communication Facility (as defined below) all on the terms and conditions contained herein.

(b) Commencing on the Effective date and for a period of sixty (60) days thereafter (the "Inspection Period") Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Premises to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Premises (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for Tenant's Permitted Use (as defined below) and include, without limitation, applications for zoning variances, zoning ordinance amendments, special use permits, and construction permits, tax parcel divisions (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Premises that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Premises, the environmental history of the Premises, Landlord's title to the Premises and the feasibility or suitability of the Premises for Tenant's Permitted Use, all at Tenant's sole cost and expense. Tenant shall have the right to extend the Inspection Period for an additional thirty (30) days solely for purposes of obtaining the Governmental Approvals by giving Landlord written notice on before the expiration of the 60-day Inspection Period. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Premises to its condition as it existed on the date hereof, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) Tenant agrees to pay Landlord the sum of [REDACTED] for Base Rent during the Inspection Period on the Effective Date.

(d) **TENANT HEREBY INDEMNIFIES AND HOLDS LANDLORD HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), ACTIONS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THE INSPECTION PERFORMED BY TENANT, ITS AGENTS, INDEPENDENT CONTRACTORS, AND/OR EMPLOYEES.** Tenant further waives and releases any claims, demands, damages, actions, causes of action or other remedies of any kind whatsoever against Landlord for

09340\00872\4891-3856-7334.v4

property damages or bodily and/or personal injuries to Tenant, its agents, independent contractors, servants and/or employees arising out of the Inspection or use in any manner of the Property.

(e) If Tenant determines, in its sole and absolute discretion, that the Premises is not in suitable for its use or it cannot obtain the Government Approvals as provided in Section 5, then Tenant may terminate this Agreement by written notice to Landlord before the expiration of the Inspection Period (as may be extended for purposes of obtaining the Governmental Approvals as provided in Section 1(b) above), in which case, neither party shall have any further right or obligation under this Agreement except for those rights or obligations that expressly survive termination. If this Agreement is not terminated on or before the expiration of the Inspection Period (as may be extended), the Inspection condition and any objections regarding the Inspection or the Government Approvals shall be deemed to have been waived by Tenant for all purposes. The Inspection shall be conducted at Tenant's sole cost and expense.

(f) If during the term of this Agreement Landlord decides to subdivide, sell, or change the status of the zoning of the Property or in the event of foreclosure, Landlord shall promptly notify Tenant in writing. Landlord agrees that Landlord shall not initiate or consent to any change in the zoning of the Premises or impose or consent to any other use or restriction that would prevent Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Inspection Period shall be so applicable.

2. **PERMITTED USE.** Tenant shall be entitled to sublease and/or sublicense any space on the Communications Facility at any time, subject to the provisions of Section 4(b) hereof. During the Term, Tenant may use the Premises only for the transmission and reception of communications signals operating between 600 MHz and 39GHz and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, dishes, generators, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"). The Communications Facility shall be constructed as a stealth tree, generally in accordance with the plans and specifications therefor attached hereto as **Exhibit 3** (collectively, the "**Permitted Use**"). **Exhibit 3** includes plans, drawings and specifications of the Communication Facility providing that the Communication Facility shall resemble a pine tree (the "**Plans**") and Landlord's execution of this Agreement signifies Landlord's approval of the Plans. Notwithstanding the foregoing, Tenant has the right to add, modify, supplement, replace, upgrade, expand and increase the number of antennas or equipment on the Premises and on the Communication Facility without the payment of additional rent (subject to the terms of Section 4(b) provided the tower portion of the Communications Facility shall comply with the Plans, unless Landlord consents to any alteration of modification thereof (which consent shall not be required for the installation, attachment, replacement, removal, or addition of lines, cables, conduit, antennas, tower mounted equipment or transmitters, or other equipment for the transmission and receipt of radio frequency signals so long as the tower portion of the Communications Facility resembles a pine tree as set forth in the Plans). Further, for a period of ninety (90) days following the start of construction and installation of Tenant's Communication Facility, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous or adjoining Property, as described on **Exhibit 1**, as may reasonably be required during construction and installation of the Communication Facility. During the Term, Tenant shall have the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense all as described on **Exhibit 3**.

3. TERM.

(a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the expiration of the Inspection Period (as may be extended) (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for five (5) additional consecutive five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term. Notwithstanding the foregoing, Landlord may terminate this Agreement effective at any time after the end of the second (2nd) Extension Term upon six (6) month's prior written notice, if Landlord desires, in its sole discretion, to redevelop or sell the Property or any portion thereof that includes the Premises.

(c) The Initial Term and any Extension Terms are collectively referred to as the Term (the "Term").

(d) Tenant has no right to retain possession of the Premises or any part thereof beyond expiration or termination of the Term. In the event that Tenant holds over beyond the Term in violation of this Agreement, then Tenant shall be liable to Landlord for Rent (as defined below) applicable during the period between expiration and termination of the Term and such date as Tenant fully vacates the Premises and completes all removal and restoration work required by this Agreement, which Rent shall be based on the Rent in effect as of the last month of the Term.

4. RENT: SECURITY DEPOSIT.

(a) Base Rent. Commencing on the Term Commencement Date, Tenant shall pay Landlord annual rent in the amount of [REDACTED] and No/100 Dollars [REDACTED] ("Base Rent"). The Base Rent shall increase, each year, on the anniversary of the Term Commencement Date, by an amount equal to three percent (3%) of the Base Rent payable for the immediately preceding twelve (12) month period and shall be paid in advance on or before each anniversary of the Term Commencement Date without any prior demand therefor and without set-off, abatement, counterclaim, or deduction of any kind whatsoever. Base Rent for any partial year will be prorated on a per diem basis for each day the of the Term during such partial year. All payments of Rent shall be made payable to The Catholic Bishop of Chicago and delivered to: Archdiocese of Chicago, 835 N. Rush St., Chicago, Illinois 60611; Attention: Director of Radio and Television.

(b) Revenue Share Payment. In addition to the Base Rent, Tenant shall pay to Landlord an amount equal to [REDACTED] of the of the Net Recurring Revenue received by Tenant from each lease, license or occupancy agreement for a portion of the Premises and use of the Communications Facility to any unaffiliated third party after the initial, first or anchor subtenant (the "Anchor Carrier Subtenant") that is paying rent to Tenant, subject to the provisions of Section 16 (such second or subsequent subtenant, hereinafter a "Carrier Subtenant" and such payment hereinafter the "Revenue Share Amount"). Tenant shall provide Landlord a summary report listing the subtenants on the Premises and the subtenants' monthly rent upon Landlord's written request. All such payment of Revenue Share Amount shall be remitted to Landlord monthly in arrears, on the first day of each such month following the month for which Tenant receives such rent, license or other recurring payment from such Carrier Subtenant. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and the Communications Facility and there shall be no express or implied obligation for Tenant to do so. Tenant shall not have any obligation to pay any Revenue Share Amount unless such Carrier Subtenant has made such rental, license or other similar recurring payment to Tenant, and such failure to pay any Revenue Share Amount for the foregoing reason shall not be a default by Tenant under this Agreement. Landlord acknowledges that, other than the Base Rent, no rent, Revenue Share Amount or other consideration is due from Tenant to Landlord related to or in connection with the Anchor Carrier Subtenant.

(c) In addition to Base Rent, Tenant shall pay all Taxes (as defined below), Utility Charges (as defined below) and other charges as provided herein as additional rent ("**Additional Rent**", which, together with Base Rent, is herein referred to as "**Rent**").

(d) All Additional Rent under this Agreement shall be either be paid directly by Tenant upon receipt of bills therefor or, if billed by Landlord, paid within 30 days following receipt of the bill therefor. The foregoing shall not apply to Base Rent which is due and payable as provided above without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(e) Upon the Term Commencement Date, Tenant shall deliver a bond issued by an insurance company in the amount of [REDACTED] and [REDACTED] Dollars [REDACTED] (the "**Security Deposit**"), payable to Landlord as security for the performance of Tenant's obligations hereunder, including the obligation to remove the Communications Facility from the Premises upon the expiration or earlier termination of this Agreement. The Security Deposit is not an advance payment of Rent or a measure of damages. If Tenant is in default of this Agreement, Landlord may apply the whole or any part of such Security Deposit to the payment of any sum in default or any sum that Landlord may be required to spend by reason of Tenant's default. This includes, but is not limited to, applying the Security Deposit to the removal of the Communications Facility and the restoration of the Premises at expiration or earlier termination of this Agreement. If at any time Landlord properly applies all or any portion of the Security Deposit as provided herein, Tenant shall, within forty-five (45) days after written notice of such application, replenish the Security Deposit to the original full amount. Should the Tenant comply with all of the covenants and conditions of this Agreement, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days following the return of the Premises to Landlord in the condition provided in this Agreement. Landlord shall not be obligated to keep the Security Deposit separate from its general funds or to pay interest thereon to Tenant.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain the Government Approvals during the Inspection Period. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees, without cost or expense to Landlord, to reasonably assist Tenant with such applications and with obtaining the Government Approvals.

(b) Tenant, at Tenant's sole cost and expense, has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Premises surveyed by a surveyor of its choice. Tenant may also perform and obtain, at Tenant's sole cost and expense during the Inspection Period, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Premises, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or the Government Approvals.

(c) Tenant shall have no right to terminate this Agreement pursuant to this Section 5 except as provided in Section 1(e) above.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party defaults under Section 15 of this Agreement after the expiration of any applicable cure period;

(b) by Tenant upon written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent at the then-current rate plus Tenant shall continue to pay the current Rent payable until the Communication Facility is removed from the Premises, provided, however, that no

such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in Sections 1(e), 18 or 19 of this Agreement.

7. INSURANCE.

(a) During the Term, including the Inspection Period, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law and employer's liability insurance of \$1,000,000 each accident/disease/policy limit; (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage; (iii) commercial auto liability insurance on all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage; (iv) umbrella or excess liability insurance with limits of not less than Five Million Dollars (\$5,000,000); and (v) property and casualty insurance covering all of Tenant's personal and business property located on the Premises. Tenant's CGL and umbrella or excess liability insurance shall contain a provision including Landlord as an additional insured. Tenant shall provide Landlord with certificates of insurance, additional insured endorsements, and appropriate documentation of self-insurance (if applicable) demonstrating compliance with this Section, on an ACORD form or on Tenant's form for self-insurance, within two (2) business days following the Effective Date.

(b) Notwithstanding the indemnity in Sections 1 and 9, the parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to any personal property located on the Premises, resulting from any fire, or other casualty of the kind covered by standard property and casualty insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties, and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Premises shall waive the insurer's right of subrogation against the other party.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its Permitted Use will not interfere with existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws, codes, rules and regulations (collectively, "**Laws**").

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party with respect to the Property, if the exercise of such grant may in any way materially and adversely interfere with the Permitted Use of the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of written notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period; Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes material electronic or physical obstruction with, or degradation of, the communications signals within the permitted frequencies from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord owns the Premises in fee simple, (ii) the Premises is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would materially and adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default, then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any Laws, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a mortgage or other security interest, Landlord will provide promptly to Tenant a subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that except as may be identified on Schedule A attached to this Agreement, and to Landlord's knowledge (i) the Premises, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Premises has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation.

Landlord and Tenant agree that each will be responsible for compliance with any and all applicable Laws or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property. As used in this Lease, "knowledge" shall mean the actual (not imputed) knowledge of the chief operating officer of University of Saint Mary of the Lake/Mundelein Seminary.

(b) Except as set forth herein, Tenant shall take possession of the Premises in "**AS-IS, WHERE-IS**" condition subject to all of the terms, conditions, covenants and agreements contained herein. Except as set forth herein, Landlord has not made any representations regarding the condition and/or repair of the Premises, nor any agreement to alter, or improve the Premises that are not expressly set forth in this Agreement. Landlord makes no representations or warranties, of habitability, fitness for a particular purpose or otherwise, whether express or implied, about the condition of the Premises; the quality of the air, water in and around and/or provided to the Premises; the presence or absence of hazardous substances above, in, on, or under the Premises; and compliance with any other applicable Laws regarding or pertaining to the Premises. Except as provided herein, Tenant acknowledges that it is Tenant's responsibility to investigate and determine the condition of the Premises and locations of any hazardous substances existing in, under or on the Premises.

(c) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Premises with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant. The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of the condition of the Premises or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have pedestrian and vehicular access ("**Access**") to and over the existing roads and drives serving the Property, from an open and improved public road to the Premises. Except in the event of an emergency or other exigent circumstance, Tenant will provide Landlord not less than forty-eight (48) hours' notice prior to the commencement of any work, construction or the installation of any improvements within the Premises and will use commercially reasonable efforts to conduct such work, construction or installation between the hours of 9:00 am to 5:00 pm (Chicago time). As may be described more fully in **Exhibit 2**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Premises by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term and shall be removed, at Tenant's sole cost and expense, within sixty (60) days following the expiration of the Term or the earlier termination of this Agreement. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may or shall be removed by Tenant at any time during the Term as provided above. Tenant, at Tenant's sole cost

and expense, shall be required to remove the Communication Facility, to three (3) feet below grade, at the end of the Term or any extensions thereof, or upon other termination hereunder. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within sixty (60) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord and Landlord may cause the Communication Facility or any portion thereof remaining on the Premises to be removed at Tenant's sole cost and expense. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will keep and maintain all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant, an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Communication Facility and the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days following the receipt of written notice by Tenant of such non-payment, or (ii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence and such cure has been completed within an additional sixty (60) days. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity. In addition, any Rent that remains unpaid after ten (10) days from the date due shall bear interest at the rate of ten percent (10%) per annum (the "**Default Rate**") from the date such Rent was payable. In the event Landlord elects to terminate this Agreement due to a default by Tenant, it may,

in its sole discretion, continue to honor all subleasehold and or license commitments made by Tenant through the expiration of the Term.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord prevents Access to the Premises as required by Section 12 of this Agreement within twenty four (24) hours after written notice; (ii) Landlord's failure to cure a material, adverse interference problem as required by Section 8 of this Agreement within twenty four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the actual out of pocket costs incurred by Tenant of such cure from any monies due to Landlord from Tenant, or (ii) to terminate this Agreement.

16. ASSIGNMENT/SUBLEASE. Tenant shall have the right, without notice to or the consent of Landlord, to sublease, license or grant the right of use and occupancy to any Carrier Subtenant, subject to the terms of this Agreement; provided that Tenant shall not enter to any sublease, license or any other agreement for occupancy of any part of the Communications Facility with any telecommunications operator that is a tenant of Landlord on other portions of the Property or any property owned or leased by Landlord within a five (5) mile radius of the Property (a "**Prohibited Subtenant**"). Tenant may assign its rights in this Agreement to (i) any entity in which Tenant directly or indirectly holds an equity or similar interest, (ii) any entity directly or indirectly holding an equity interest in Tenant, (iii) any entity directly or indirectly under common control with Tenant, or (iv) any entity which acquires all or substantially all of Tenant's assets in the market defined by the FCC in which the Property is located. As to other parties, Tenant may not assign this Agreement without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Formal notices will be addressed to the parties as follows:

If to Tenant (Formal): DRA Properties, LLC
Attn: Doug Dolan
Re: DRA IL-1027 Mundelein Rt 45 & 176
343 S. Kirkwood Road,
Ste. #5, Box 220130
Kirkwood, MO 63122

Tenant (Informal): General Contact:
Doug Dolan 314-799-2375
ddolan@dolanrealtyadvisors.com

If to Landlord (Formal): The Catholic Bishop of Chicago
c/o The University of St. Mary of the
Lake/Mundelein Seminary
1000 E. Maple Avenue
Mundelein, Illinois 60060
Attn: V.P. of Facilities

With a copy to: Archdiocese of Chicago
835 N. Rush Street
Chicago, Illinois 60611-2030
Attention: Real Estate Department

And a copy to: Archdiocese of Chicago
835 N. Rush Street
Chicago, Illinois 60611-2030
Attention: Office of Legal Service

Landlord Informal Contact:
Jim Heinen
Chief Operating Officer
University of Saint Mary of the Lake and Mundelein Seminary
Phone: 847.970.4809 / Email: jheinen@usml.edu

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Premises, Landlord will provide notice of the proceeding to Tenant within five (5) business days. If a condemning authority takes all of the Premises, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. Landlord shall be entitled to an award equal to the value of the Premises valued as unimproved vacant land. Tenant shall be entitled to the value of its Communication Facility, moving expenses, prepaid Rent, and business relocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a pro rata basis to the extent not included in the condemnation award.

19. CASUALTY. If any part of the Communication Facility is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, within ten (10) days following the date of such casualty, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Premises, for an additional one hundred eighty (180) days or such earlier date as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Premises at no additional Rent until the reconstruction of the Communications Facility is completed.

20. TENANT'S PROPERTY. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent in accordance with the provisions of Section 13. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

21. TAXES.

(a) Within thirty (30) days following the Commencement Date, Tenant shall prepare and file with the Lake County assessor's office, a petition for the division of the tax parcel on which the Premises is located so that the

Premises is assessed as a separate tax parcel. Tenant acknowledges that the Property is currently exempt from real estate taxes due to its ownership and use by Landlord and that any Taxes assessed against the Premises while the Property is owned and used by Landlord shall be the responsibility of Tenant. Landlord shall be responsible for timely payment of all taxes and assessments ("Taxes") levied upon the Premises, if any, until such time as the Premises is separately assessed and thereafter Tenant shall pay all Taxes assessed against the Premises. Once the Premises is separately assessed Tenant shall pay the Taxes levied and assessed against the Premises and the Communications Facility for all tax periods during the Term and shall provide evidence of payment within ten (10) days following the due date of any installment thereof. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, which is or may be imposed upon Landlord. The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

(b) In the event Landlord receives a tax bill or notice of assessment with respect to which Taxes are imposed on the Premises, Landlord shall provide Tenant with copies of each such notice promptly following receipt, but in no event later than thirty (30) days after the date of such notice of assessment.

(c) For any Tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall, at no cost to Landlord, cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant.

(d) Intentionally omitted.

(e) Landlord shall have the right, but not the obligation to pay any Taxes due by Tenant hereunder if Tenant fails to timely do so, in addition to any other rights or remedies of Landlord. In the event that Landlord exercises its rights under this Section 21(e) due to such Tenant default, such amount shall be Additional Rent and shall bear interest at the Default Rate.

(f) Upon the creation of the tax parcel comprising the Premises as provided in Section 21(a), Tenant shall provide the Tenant's address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant and all Tax bills for the Premises payable during the Term shall be directed to Tenant.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to pay any Tax for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property.

(b) If Landlord, at any time during the Term of this Agreement, decides to sell or otherwise transfer all or parts of Premises to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing and such sale or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a transfer or sale of the Property and an assignment of this Agreement, within thirty (30) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant.

i. New deed to Property

- ii. New IRS Form W-9
- iii. Completed and Signed TND Payment Direction Form
- iv. Full contact information for new Landlord including phone number(s)

23. RELOCATION. At any time during the Term, Landlord may require Tenant to relocate the Communication Facility to another portion of the Property designated by Landlord upon one hundred twenty (120) days' prior written notice. Landlord shall pay all reasonable costs and expenses of such relocation to Tenant upon receipt of detailed invoices therefor.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion and at its cost and expense. Upon the expiration of the Term or the earlier termination of this Agreement the parties shall execute a release of such document in recordable form.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability. Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Premises. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Premises and any judgments so rendered shall not give rise to any right of execution or levy against Landlord's assets (other than Landlord's interest in this Lease and the Premises). The provisions hereof shall inure to Landlord's successors and assigns. The foregoing provisions are not designed to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord. The foregoing shall not be deemed to limit Tenant's rights to obtain injunctive relief or specific performance.

(d) **Compliance with Law.** Tenant agrees to comply with all Laws applicable to the Premises and Tenant's use of the Communication Facility.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and permitted assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the Laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired. **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of DRA Properties, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "**Affiliate**" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "**Control**" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **W-9.** As a condition precedent to payment Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(k) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(l) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

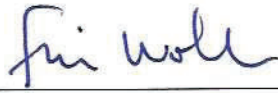
(m) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

The Catholic Bishop of Chicago, an Illinois
corporation sole

By: 
Print Name: Eric Wollan
Its: Chief Capital Assets Officer
Date: MARCH 12, 2024

"TENANT"

DRA Properties, LLC,
a Missouri limited liability company

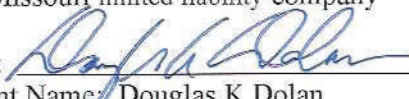
By: 
Print Name: Douglas K Dolan
Its: Authorized Member
Date: MARCH 4, 2024

EXHIBIT 1
DESCRIPTION OF PROPERTY

PARCEL 1:

ALL OF BLOCKS 1 THROUGH 8 AND PART OF BLOCK 10 LYING IN NORTHEAST 1/4 OF SECTION 19, AND ALL OF BLOCKS 12 THROUGH 16 AND BLOCKS 1, B & C IN KENLOCH PARK SUBDIVISION (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED SEPTEMBER 1, 1999 AS DOCUMENT NUMBER 4413677 AND BY DEED RECORDED APRIL 3, 1991 AS DOCUMENT NUMBER 3004207 FOR HIGHWAY PURPOSES) IN SECTION 19, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PIN: 11-19-102-017

EXHIBIT 2
DESCRIPTION OF THE PREMISES

The Premises is legally described as follows:

LEASE PARCEL

BEING A PART OF GOVERNMENT LOT TWO (2) IN THE NORTHWEST QUARTER (NW1/4) OF SECTION NINETEEN (19), TOWNSHIP FORTY-FOUR (44) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS CONTAINING 2,800 SQUARE FEET (0.064 ACRES) OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N89°-25'-38"E 199.04 FEET ALONG THE NORTH LINE OF THE NW/14 OF SAID SECTION 19; THENCE S00°-34'-22"E 1412.77 FEET TO THE POINT OF BEGINNING; THENCE S45°-00'-00"E 56.57 FEET; THENCE S00°-00'-00"E 20.00 FEET; THENCE S90°-00'-00"W 60.00 FEET; THENCE N00°-00'-00"W 60.00 FEET; THENCE N90°-00'-00"E 20.00 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

20' WIDE ACCESS EASEMENT

BEING A PART OF GOVERNMENT LOT TWO (2) IN THE NORTHWEST QUARTER (NW1/4) OF SECTION NINETEEN (19), AND ALSO A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION EIGHTEEN (18), AND ALSO A PART OF BLOCK ONE (1), KENLOCH PARK SUBDIVISION AS RECORDED AS DOCUMENT NO. 172699, ALL IN TOWNSHIP FORTY-FOUR (44) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS CONTAINING 33,090 SQUARE FEET (0.760 ACRES) OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N89°-25'-38"E 199.04 FEET ALONG THE NORTH LINE OF THE NW/14 OF SAID SECTION 19; THENCE S00°-34'-22"E 1412.77 FEET; THENCE S45°-00'-00"E 18.28 FEET TO THE POINT OF BEGINNING; THENCE N45°-00'-00"E 38.07 FEET; THENCE N71°-34'-28"E 36.70 FEET; THENCE N29°-22'-39"E 26.54 FEET; THENCE N46°-45'-03"E 62.04 FEET; THENCE N00°-00'-00"E 183.30 FEET; THENCE N15°-51'-39"W 120.85 FEET; THENCE N12°-44'-41"W 160.64 FEET; THENCE N03°-29'-57"W 170.32 FEET; THENCE N48°-13'-08"W 47.34 FEET; THENCE N23°-44'-38"W 54.11 FEET; THENCE N14°-59'-36"W 204.44 FEET; THENCE N00°-35'-29"W 56.53 FEET; THENCE N13°-57'-03"E 307.72 FEET; THENCE N09°-24'-29"W 58.06 FEET; THENCE N42°-18'-24"W 37.53 FEET; THENCE N59°-12'-32"W 29.58 FEET; THENCE N88°-27'-39"W 35.19 FEET TO A POINT ON THE EAST LINE OF N. LAKE STREET; THENCE N03°-10'-57"W 20.07 FEET ALONG SAID EAST LINE OF N. LAKE STREET; THENCE S88°-27'-39"E 42.06 FEET; THENCE S59°-12'-32"E 37.77 FEET; THENCE S42°-18'-24"E 46.40 FEET; THENCE S09°-24'-29"E 68.10 FEET; THENCE S13°-57'-03"W 309.30 FEET; THENCE S00°-35'-29"E 51.45 FEET; THENCE S14°-59'-36"E 200.38 FEET; THENCE S23°-44'-38"E 48.25 FEET; THENCE S48°-13'-08"E 51.23 FEET; THENCE S03°-29'-57"E 176.93 FEET; THENCE S12°-44'-41"E 158.48 FEET; THENCE S15°-51'-39"E 123.09 FEET; THENCE S00°-00'-00"W 194.73 FEET; THENCE S46°-45'-03"W 67.63 FEET; THENCE S29°-22'-39"W 31.20 FEET; THENCE S71°-34'-28"W 39.69 FEET; THENCE S45°-00'-00"W 33.35 FEET; THENCE N45°-00'-00"W 20.00 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

8' WIDE UTILITY EASEMENT

BEING A PART OF GOVERNMENT LOT TWO (2) IN THE NORTHWEST QUARTER (NW1/4) OF SECTION NINETEEN (19), TOWNSHIP FORTY-FOUR (44) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS CONTAINING 646 SQUARE FEET (0.015 ACRES) OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N89°-25'-38"E 199.04 FEET ALONG THE NORTH LINE OF THE NW/14 OF SAID SECTION 19; THENCE S00°-34'-22"E 1412.77 FEET TO THE POINT OF BEGINNING; THENCE S90°-00'-00"W 61.85 FEET TO A POINT ON THE EAST LINE OF N. LAKE STREET; THENCE N03°-11'-34"W 8.01 FEET ALONG SAID EAST LINE OF N. LAKE STREET; THENCE N90°-00'-00"E 65.61 FEET; THENCE S45°-00'-00"E 22.63 FEET; THENCE S90°-00'-00"W 11.31 FEET; THENCE N45°-00'-00"W 11.31 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

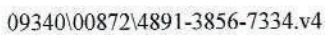
10' WIDE UTILITY EASEMENT

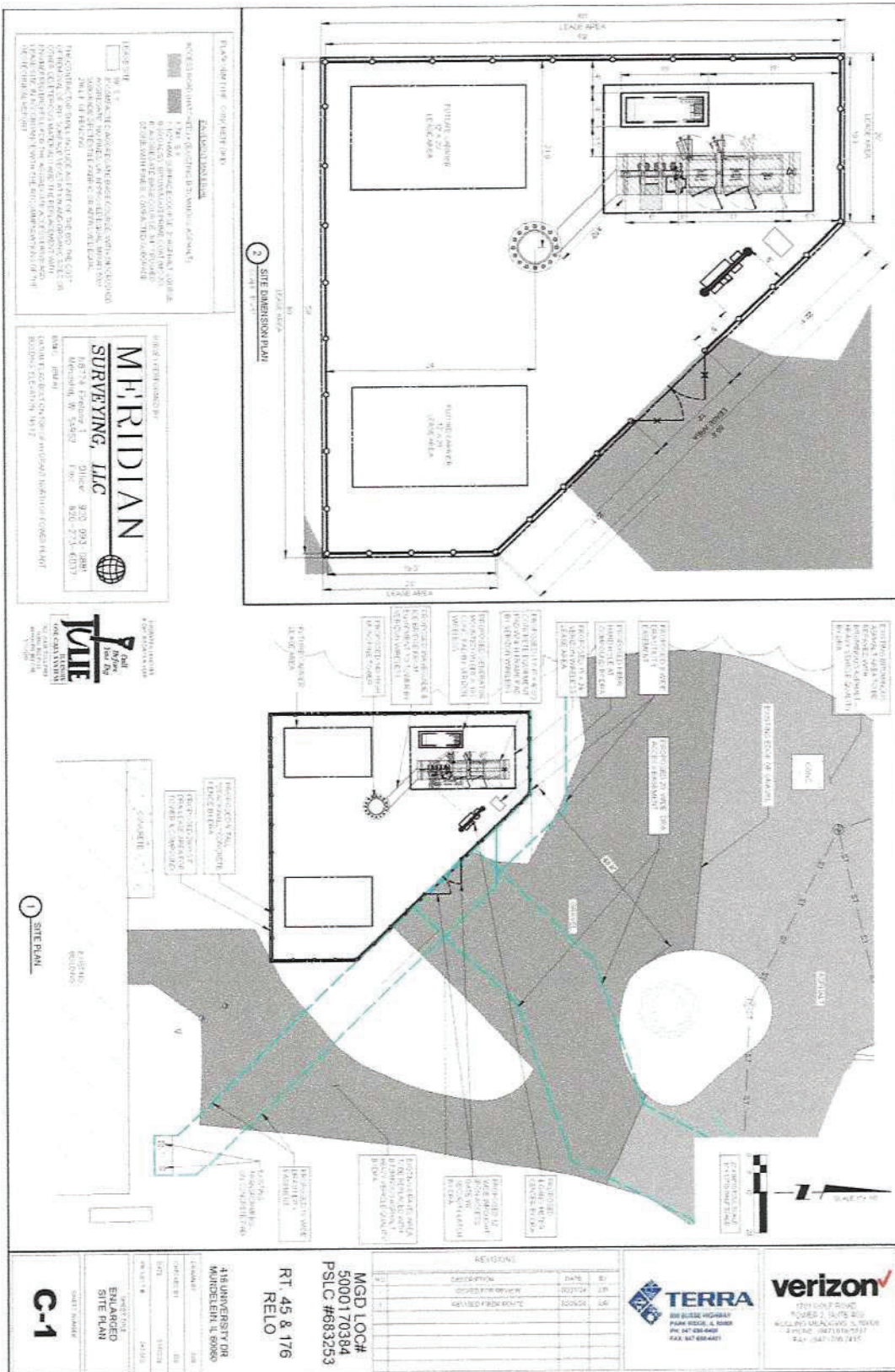
BEING A PART OF GOVERNMENT LOT TWO (2) IN THE NORTHWEST QUARTER (NW1/4) OF SECTION NINETEEN (19), TOWNSHIP FORTY-FOUR (44) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS CONTAINING 1,082 SQUARE FEET (0.025 ACRES) OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N89°-25'-38"E 199.04 FEET ALONG THE NORTH LINE OF THE NW/14 OF SAID SECTION 19; THENCE S00°-34'-22"E 1412.77 FEET; THENCE S45°-00'-00"E 11.31 FEET TO THE POINT OF BEGINNING; THENCE N90°-00'-00"E 14.14 FEET; THENCE S45°-00'-00"E 97.94 FEET; THENCE S00°-00'-00"E 9.43 FEET; THENCE N90°-00'-00"W 10.00 FEET; THENCE N00°-00'-00"W 5.28 FEET; THENCE N45°-00'-00"W 103.79 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Part of PIN: 11-19-102-017

DESCRIPTION OF THE PREMISES





PLANS AND SPECIFICATIONS OF THE COMMUNICATION FACILITY

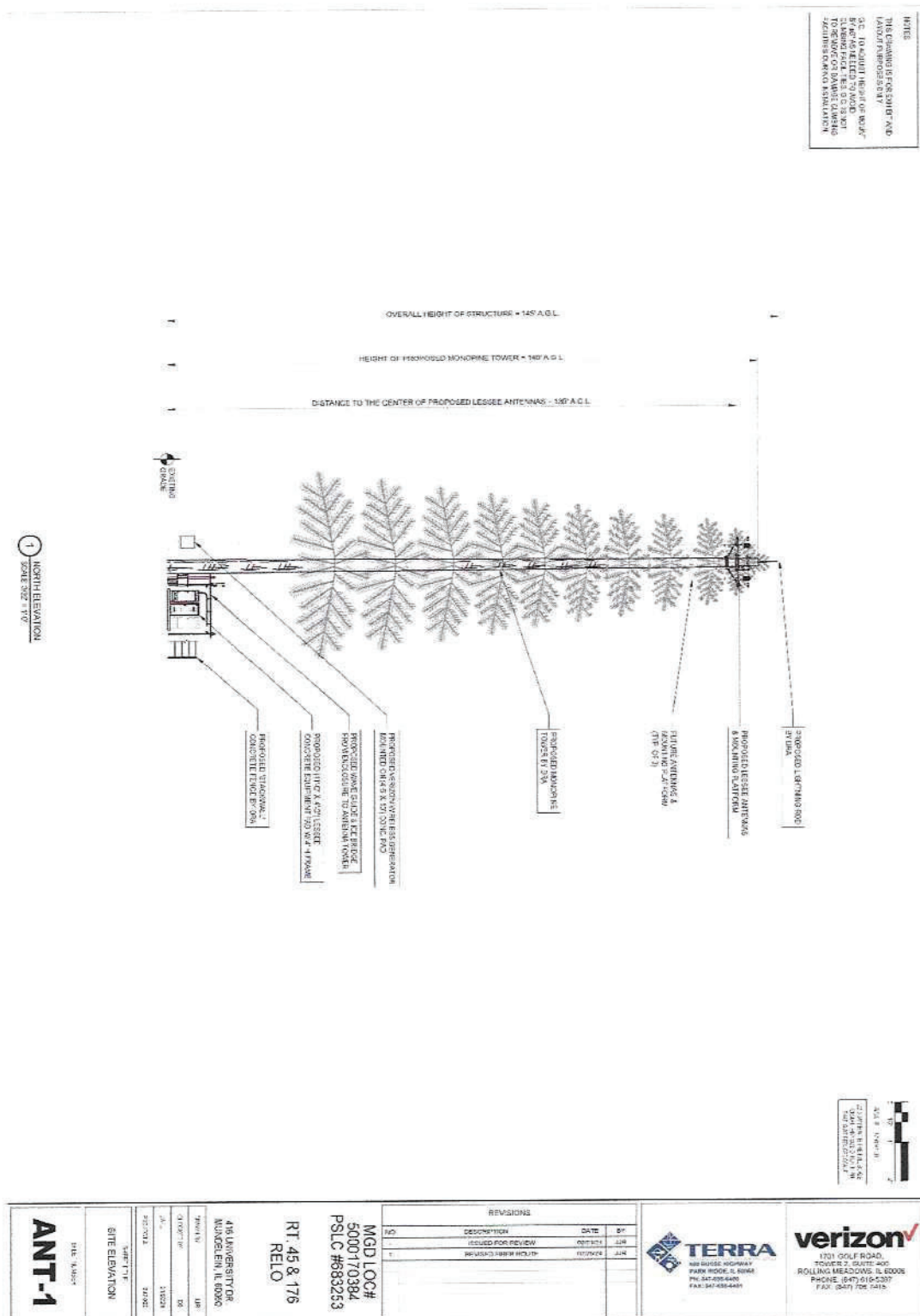


EXHIBIT 24b

MEMORANDUM OF LEASE

Prepared by:

Margie Oliver
DRA Properties, LLC
343 S. Kirkwood Road
Ste. #5, Box 220130
Kirkwood, MO 63122

Return to:

Margie Oliver
DRA Properties, LLC
343 S. Kirkwood Road
Ste. #5, Box 220130
Kirkwood, MO 63122

Re: Cell Site Name/Number: Mundelein Rt 45 & 176/DRA IL-1027
Site Address: 300 Principal Avenue
City/State: Mundelein, Illinois
County: Lake
Part of PIN: 11-19-102-017

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2024, by and between The Catholic Bishop of Chicago, an Illinois corporation sole, having a mailing address of The University of St. Mary of the Lake/Mundelein Seminary, 1000 E. Maple Avenue, Mundelein, Illinois 60060 (hereinafter referred to as "**Landlord**") and DRA Properties, LLC, a Missouri limited liability company, having a mailing address of 343 S. Kirkwood Road, Ste. #5, Box 220130, Kirkwood, MO 63122 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Agreement**") on the ____ day of _____, 2024, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with five (5) successive five (5) year options to renew.
3. The premises being leased to Tenant and associated easements are described in **Exhibit A** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of

Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

The Catholic Bishop of Chicago, an
Illinois corporation sole

By: _____

Print Name: Eric Wollan

Its: Chief Capital Assets Officer

Date: _____

"TENANT"

DRA Properties, LLC,
a Missouri limited liability company

By: _____

Print Name: Douglas K Dolan

Its: Authorized Member

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

State of Illinois

County of Cook

On this _____ day of _____ 2024, before me appeared Eric Wollan, to me personally known, who, being by me duly sworn (or affirmed), did say that he/she is the attorney in fact of The Catholic Bishop of Chicago, an Illinois corporation sole and that said instrument was signed on behalf of said corporation and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

Print Name: _____

My commission expires: _____

TENANT ACKNOWLEDGMENT

State of _____)

County of _____)

On this _____ day of _____ 2024, before me appeared Douglas K Dolan , to me personally known, who, being by me duly sworn (or affirmed), did say that he is the Authorized Member of DRA Properties, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company, by consent of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT A

DESCRIPTION OF PREMISES

The Premises is legally described as follows:

LEASE PARCEL

BEING A PART OF GOVERNMENT LOT TWO (2) IN THE NORTHWEST QUARTER (NW1/4) OF SECTION NINETEEN (19), TOWNSHIP FORTY-FOUR (44) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS CONTAINING 2,800 SQUARE FEET (0.064 ACRES) OF LAND AND BEING DESCRIBED BY: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N89°-25'-38"E 199.04 FEET ALONG THE NORTH LINE OF THE NW/14 OF SAID SECTION 19; THENCE S00°-34'-22"E 1412.77 FEET TO THE POINT OF BEGINNING; THENCE S45°-00'-00"E 56.57 FEET; THENCE S00°-00'-00"E 20.00 FEET; THENCE S90°-00'-00"W 60.00 FEET; THENCE N00°-00'-00"W 60.00 FEET; THENCE N90°-00'-00"E 20.00 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

20' WIDE ACCESS EASEMENT

BEING A PART OF GOVERNMENT LOT TWO (2) IN THE NORTHWEST QUARTER (NW1/4) OF SECTION NINETEEN (19), AND ALSO A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION EIGHTEEN (18), AND ALSO A PART OF BLOCK ONE (1), KENLOCH PARK SUBDIVISION AS RECORDED AS DOCUMENT NO. 172699, ALL IN TOWNSHIP FORTY-FOUR (44) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS CONTAINING 33,090 SQUARE FEET (0.760 ACRES) OF LAND AND BEING DESCRIBED BY: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N89°-25'-38"E 199.04 FEET ALONG THE NORTH LINE OF THE NW/14 OF SAID SECTION 19; THENCE S00°-34'-22"E 1412.77 FEET; THENCE S45°-00'-00"E 18.28 FEET TO THE POINT OF BEGINNING; THENCE N45°-00'-00"E 38.07 FEET; THENCE N71°-34'-28"E 36.70 FEET; THENCE N29°-22'-39"E 26.54 FEET; THENCE N46°-45'-03"E 62.04 FEET; THENCE N00°-00'-00"E 183.30 FEET; THENCE N15°-51'-39"W 120.85 FEET; THENCE N12°-44'-41"W 160.64 FEET; THENCE N03°-29'-57"W 170.32 FEET; THENCE N48°-13'-08"W 47.34 FEET; THENCE N23°-44'-38"W 54.11 FEET; THENCE N14°-59'-36"W 204.44 FEET; THENCE N00°-35'-29"W 56.53 FEET; THENCE N13°-57'-03"E 307.72 FEET; THENCE N09°-24'-29"W 58.06 FEET; THENCE N42°-18'-24"W 37.53 FEET; THENCE N59°-12'-32"W 29.58 FEET; THENCE N88°-27'-39"W 35.19 FEET TO A POINT ON THE EAST LINE OF N. LAKE STREET; THENCE N03°-10'-57"W 20.07 FEET ALONG SAID EAST LINE OF N. LAKE STREET; THENCE S88°-27'-39"E 42.06 FEET; THENCE S59°-12'-32"E 37.77 FEET; THENCE S42°-18'-24"E 46.40 FEET; THENCE S09°-24'-29"E 68.10 FEET; THENCE S13°-57'-03"W 309.30 FEET; THENCE S00°-35'-29"E 51.45 FEET; THENCE S14°-59'-36"E 200.38 FEET; THENCE S23°-44'-38"E 48.25 FEET; THENCE S48°-13'-08"E 51.23 FEET; THENCE S03°-29'-57"E 176.93 FEET; THENCE S12°-44'-41"E 158.48 FEET; THENCE S15°-51'-39"E 123.09 FEET; THENCE S00°-00'-00"W 194.73 FEET; THENCE S46°-45'-03"W 67.63 FEET; THENCE S29°-22'-39"W 31.20 FEET; THENCE S71°-34'-28"W 39.69 FEET; THENCE S45°-00'-00"W 33.35 FEET; THENCE N45°-00'-00"W 20.00 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

8' WIDE UTILITY EASEMENT

BEING A PART OF GOVERNMENT LOT TWO (2) IN THE NORTHWEST QUARTER (NW1/4) OF SECTION NINETEEN (19), TOWNSHIP FORTY-FOUR (44) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS CONTAINING 4,766 SQUARE FEET (0.109 ACRES) OF LAND AND BEING DESCRIBED BY: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N89°-25'-38"E 199.04 FEET ALONG THE NORTH LINE OF THE NW/14 OF SAID SECTION 19; THENCE S00°-34'-22"E 1412.77 FEET TO THE POINT OF BEGINNING; THENCE N90°-00'-00"E 68.02 FEET; THENCE N13°-24'-52"E 42.08 FEET; THENCE N46°-00'-56"E 111.61 FEET; THENCE N00°-06'-12"W 86.44 FEET; THENCE N89°-53'-06"W 220.82 FEET TO A POINT ON THE EAST LINE OF N. LAKE STREET; THENCE N09°-24'-51"E 8.11 FEET ALONG SAID EAST LINE OF N. LAKE STREET; THENCE S89°-53'-06"E 227.48 FEET; THENCE S00°-06'-12"E 100.59 FEET; THENCE S46°-00'-56"W 110.17 FEET; THENCE S13°-24'-52"W 47.05 FEET; THENCE S90°-00'-00"W 65.92 FEET; THENCE N45°-00'-00"W 14.14 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

10' WIDE UTILITY EASEMENT

BEING A PART OF GOVERNMENT LOT TWO (2) IN THE NORTHWEST QUARTER (NW1/4) OF SECTION NINETEEN (19), TOWNSHIP FORTY-FOUR (44) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS CONTAINING 1,054 SQUARE FEET (0.024 ACRES) OF LAND AND BEING DESCRIBED BY: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N89°-25'-38"E 199.04 FEET ALONG THE NORTH LINE OF THE NW/14 OF SAID SECTION 19; THENCE S00°-34'-22"E 1412.77 FEET; THENCE S45°-00'-00"E 14.14 FEET TO THE POINT OF BEGINNING; THENCE N90°-00'-00"E 14.14 FEET; THENCE S45°-00'-00"E 95.11 FEET; THENCE S00°-00'-00"E 9.43 FEET; THENCE N90°-00'-00"W 10.00 FEET; THENCE N00°-00'-00"W 5.28 FEET; THENCE N45°-00'-00"W 100.96 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Part of PIN: 11-19-102-017



BEFORE



AFTER

NOTE: THIS PHOTO SIMULATION IS A VISUAL INTERPRETATION OF THE PROPOSED DESIGN. FINAL CONSTRUCTION MAY DIFFER FROM WHAT IS PRESENTED HERE.

RT 45 & 176 RELO

View from Northwest looking Southeast



TERRA
CONSULTING GROUP, LTD.
600 Busse Highway, Park Ridge, IL 60068
Phone: 847.698.6400 Fax: 847.698.6401
TCG#: 170-038



BEFORE



AFTER

NOTE: THIS PHOTO SIMULATION IS A VISUAL INTERPRETATION OF THE PROPOSED DESIGN. FINAL CONSTRUCTION MAY DIFFER FROM WHAT IS PRESENTED HERE.

RT 45 & 176 RELO

View from Southwest looking Northeast



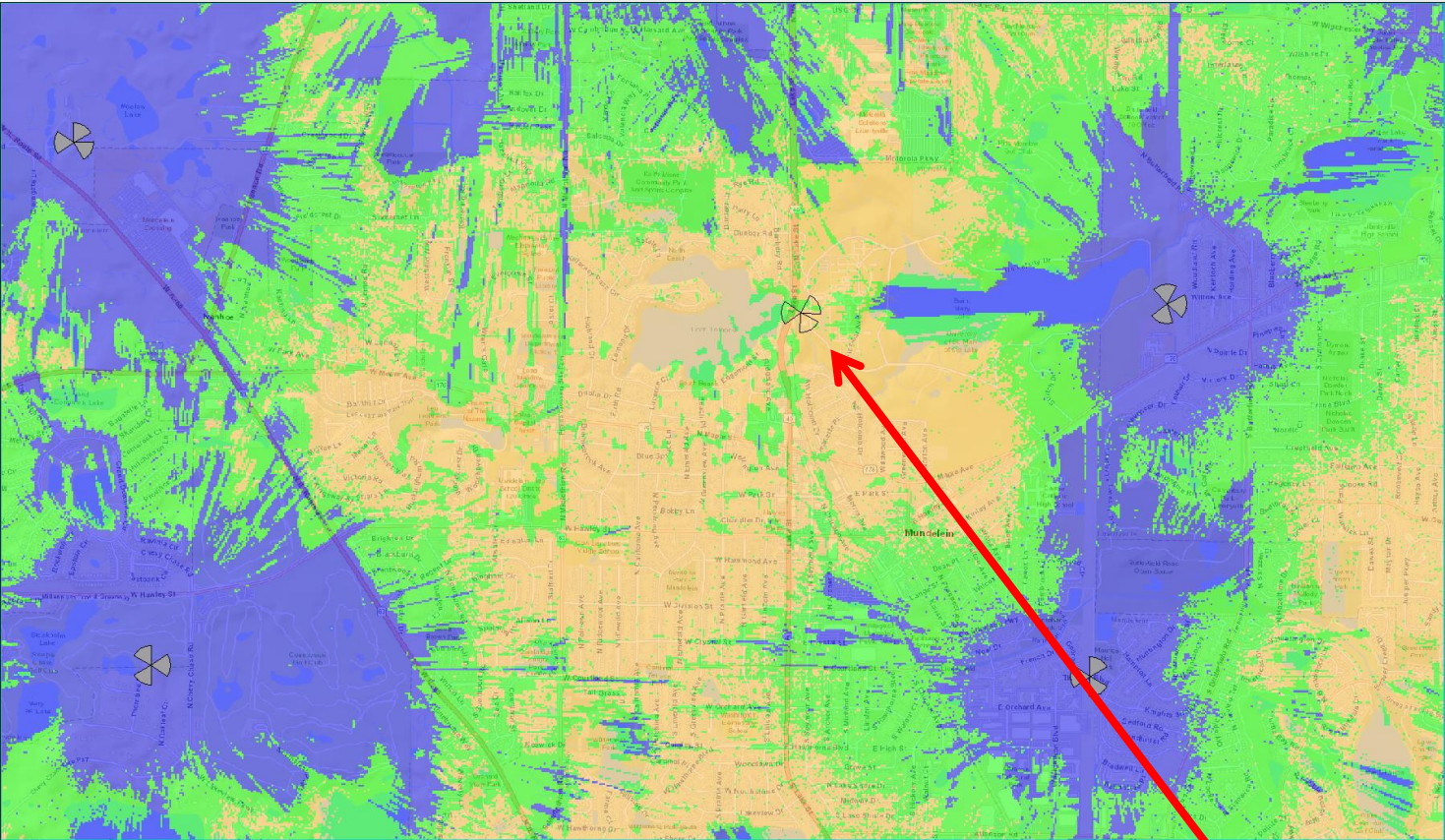
TERRA
CONSULTING GROUP, LTD.
600 Busse Highway, Park Ridge, IL 60068
Phone: 847.698.6400 Fax: 847.698.6401
TCG#: 170-038

RT45 & 176 RELO

Pre & Post Simulations



Without Proposed RT45 & 176 RELO

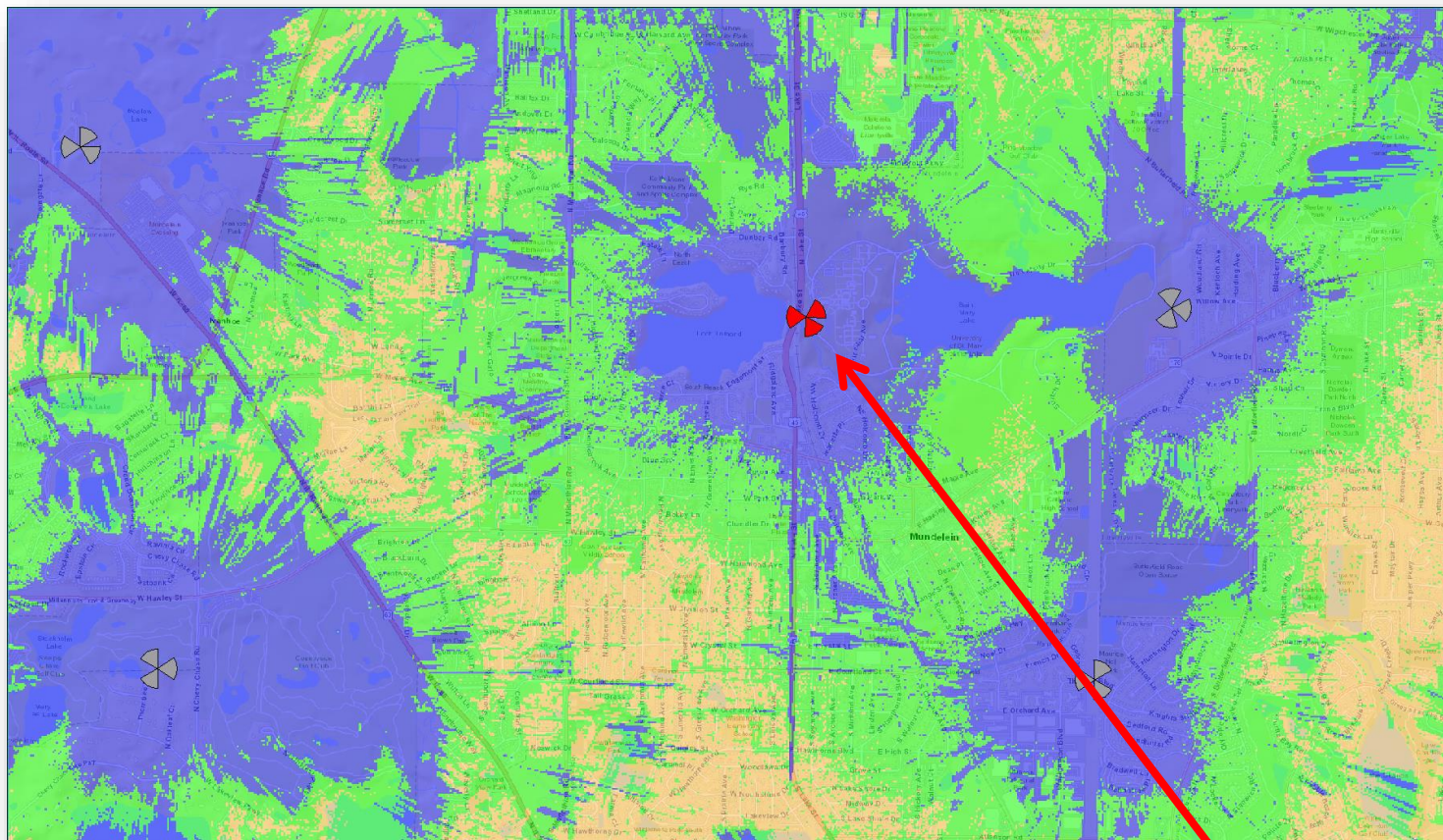


- Reliable In-Residence
- Un-Reliable In-Vehicle
- Reliable On-Street

Proposed new site location



With Proposed RT45 & 176 RELO

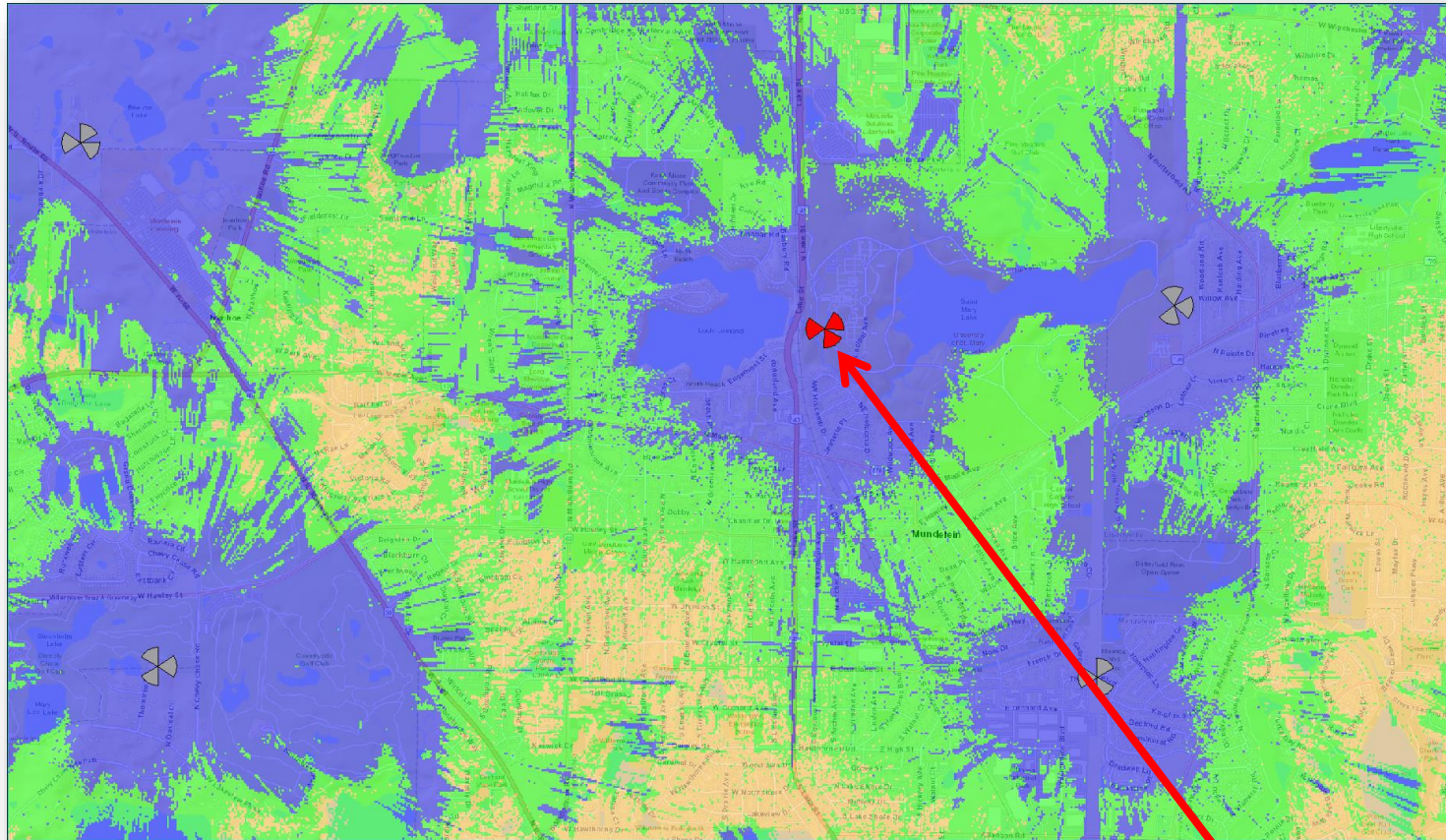


- Reliable In-Residence
- Un-Reliable In-Vehicle
- Reliable On-Street

Proposed new site
location



Original RT45 & 176 Location (Water Tank)



- Reliable In-Residence
- Un-Reliable In-Vehicle
- Reliable On-Street

Proposed new site location



Summary

- The proposed site at 135' will replace the water tank and maintain coverage/capacity on street level and in the residential areas along US 45 (Lake St) and Maple Ave.
- However, with the loss of 10' from the original site location at the water tank we will see a marginal impact on existing "Reliable In-Residence" coverage near the cell edge in some areas.
- The proposed site location will maintain street and inbuilding coverage for the following areas:
 - University of Saint Mary of the Lake
 - North Midlothian Road
 - Mundelein High School
 - Mundelein Fire Department
 - Fremont Public Library
 - Mechanics Grove Elementary School
 - Retail and Commercial Businesses along Lake St, Maple Ave and North Midlothian Rd

The primary objective of this site is to provide and maintain:

1. Reliable coverage and capacity in the northeast area of Mundelein.
2. Reliable coverage for E-911 calls .



verizon

Alternative Location (42.28750, -87.99638)

The existing Guyed Wire Tower located ~0.6 miles NE of our existing site is not a viable alternative location for VZW network needs.

- Moving our site to the Guyed Wire Tower location will create a coverage gap to the South East and create un-reliable “In-Residence” and “In-Vehicle” Coverage which will require another site to fill in the coverage gap.

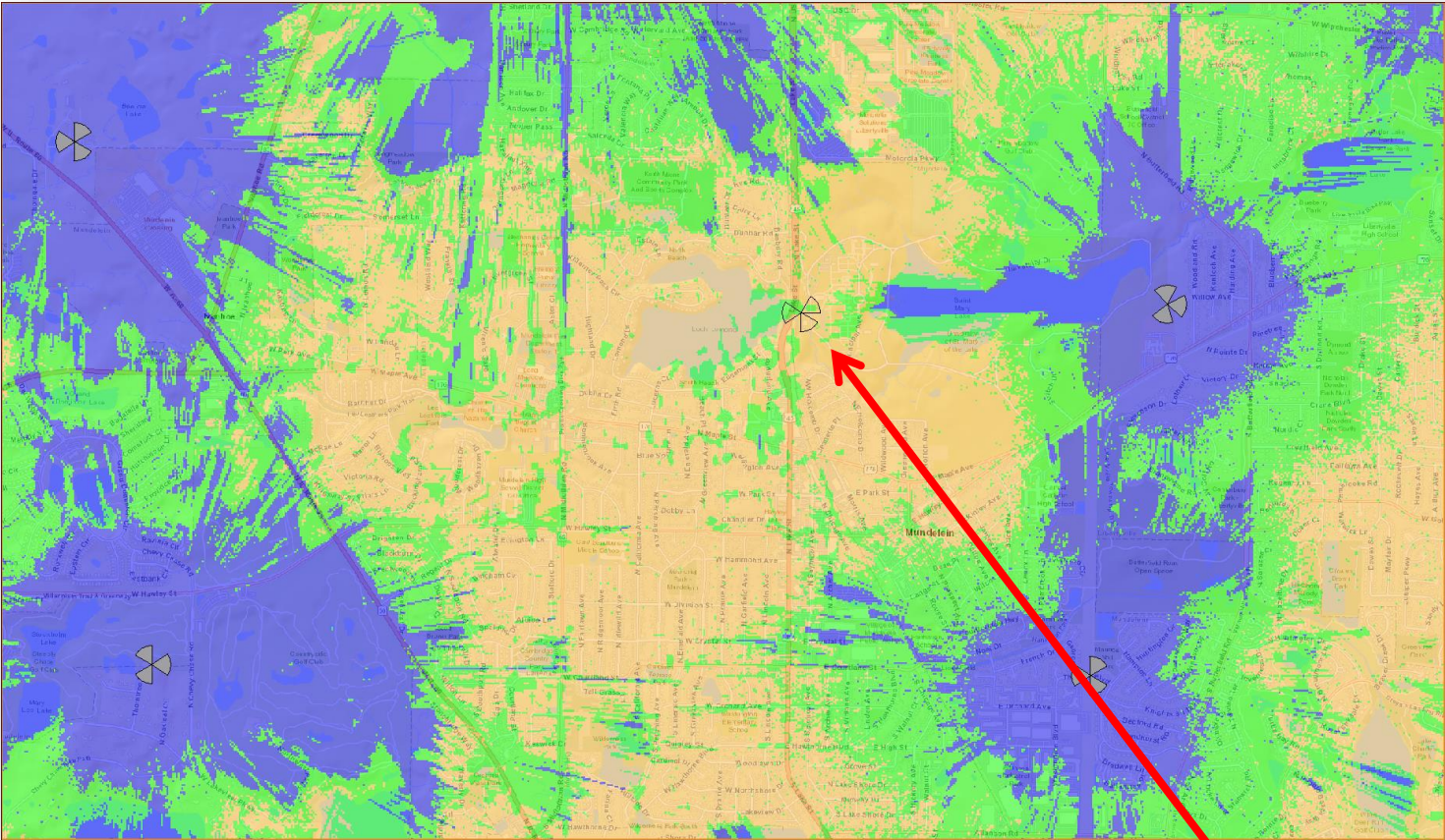


RT45 & 176 RELO

Pre & Post Simulations



Without Proposed RT45 & 176 RELO

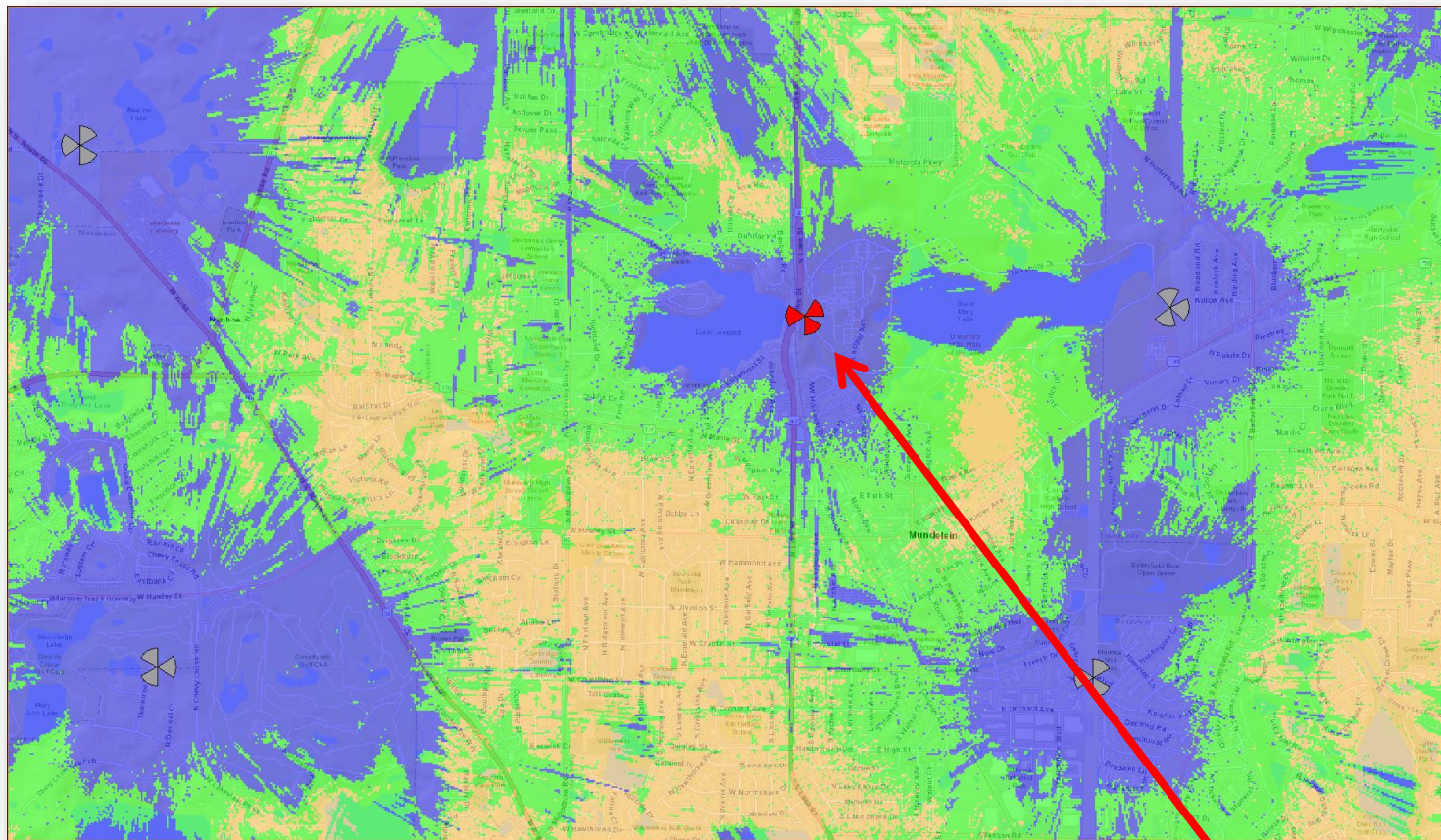


- Reliable In-Residence
- Un-Reliable In-Vehicle
- Reliable On-Street

Proposed new site location



With Proposed RT45 & 176 RELO - 100

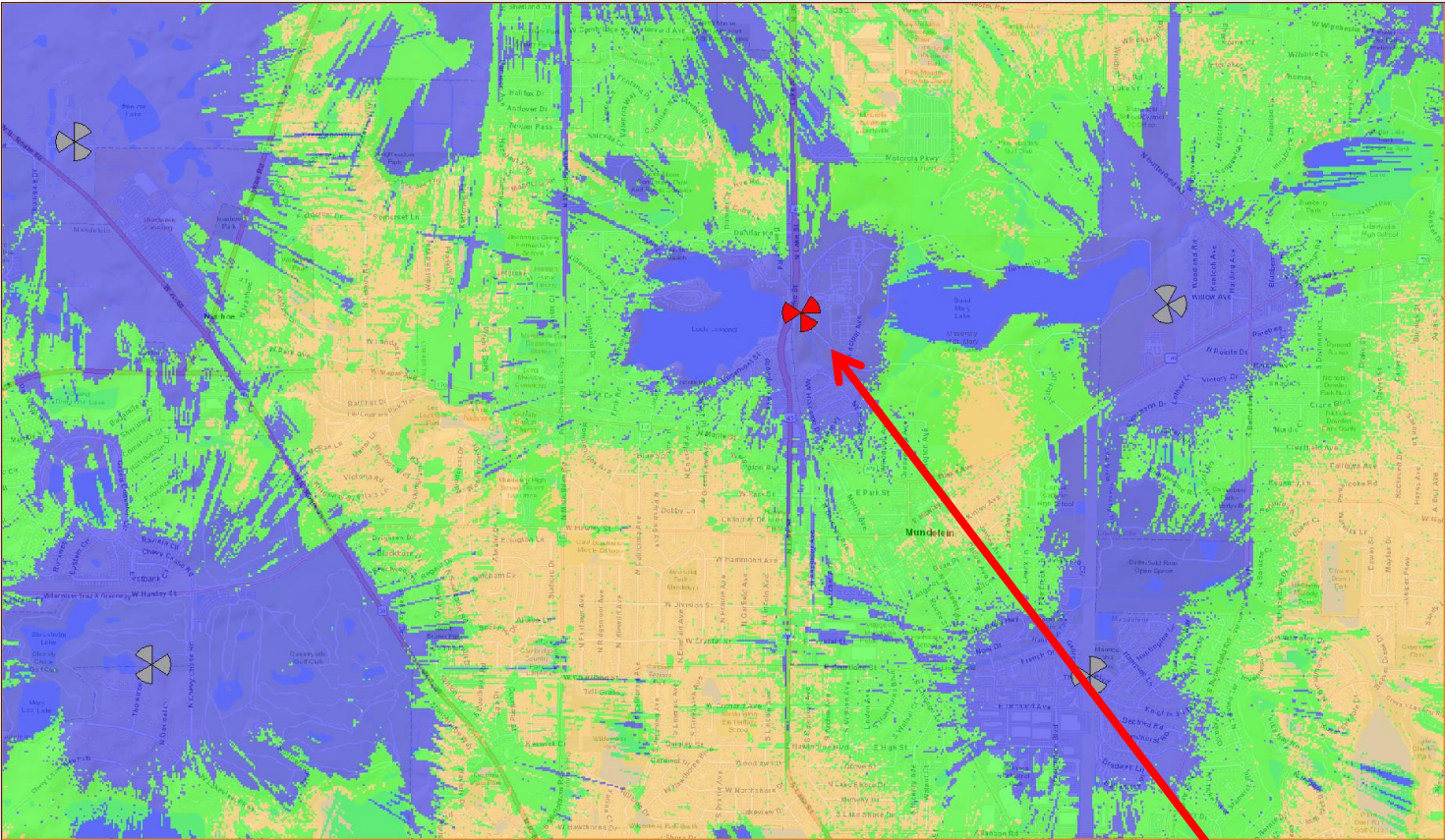


- Reliable In-Residence
- Un-Reliable In-Vehicle
- Reliable On-Street

Proposed new site location



With Proposed RT45 & 176 RELO - 110

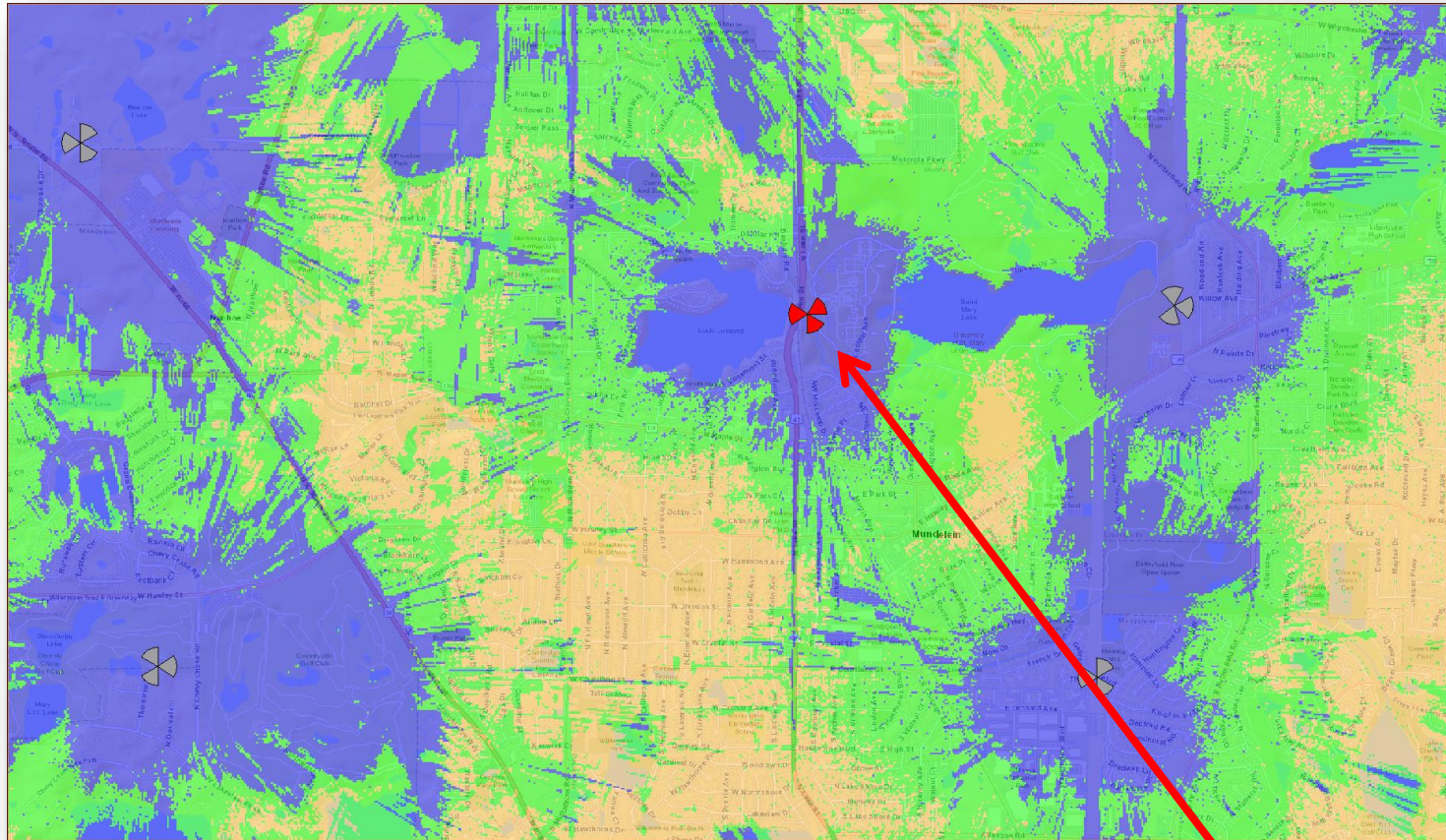


- Reliable In-Residence
- Un-Reliable In-Vehicle
- Reliable On-Street

Proposed new site location



With Proposed RT45 & 176 RELO - 120

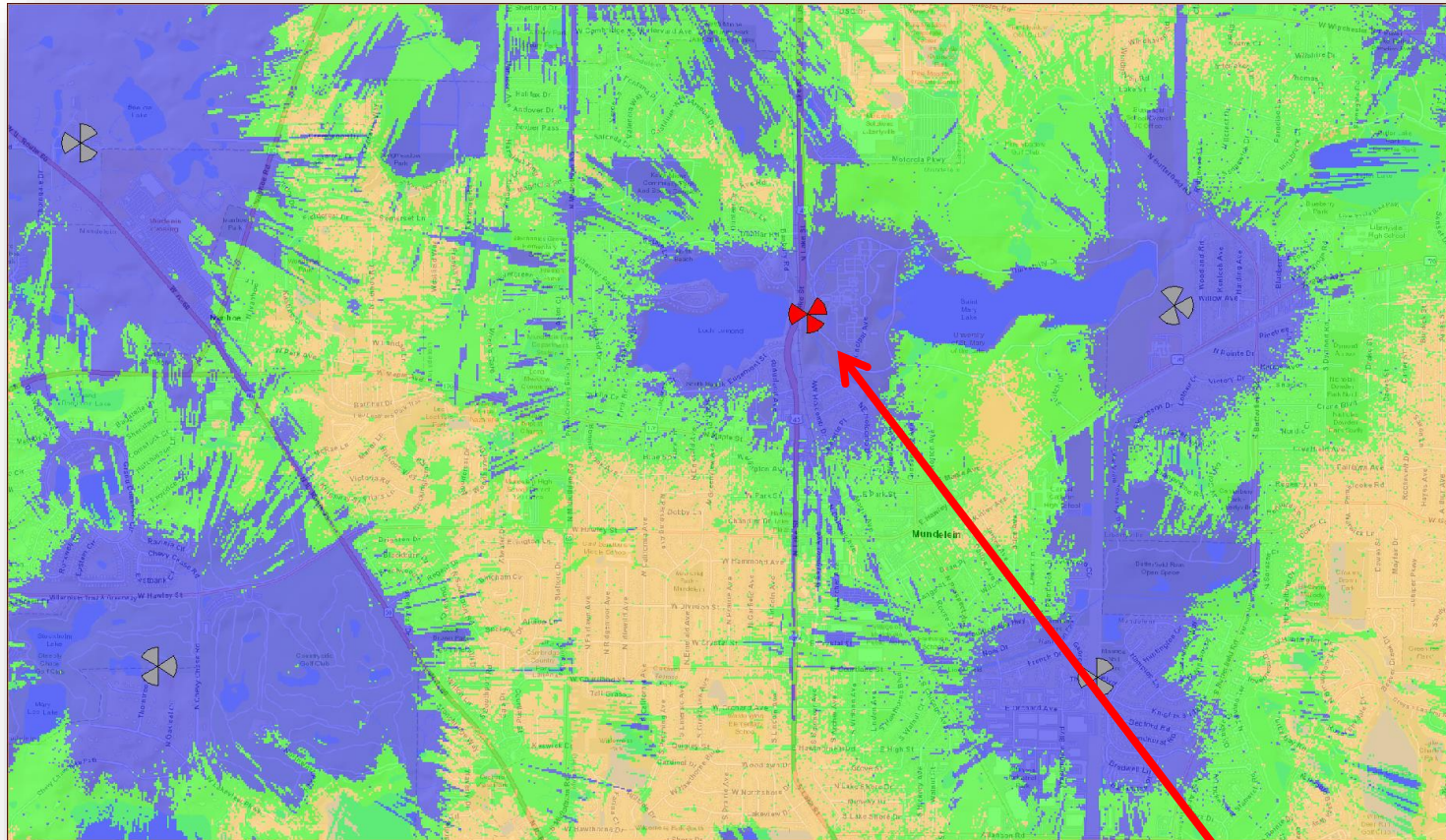


- Reliable In-Residence
- Un-Reliable In-Vehicle
- Reliable On-Street

Proposed new site location



With Proposed RT45 & 176 RELO - 130

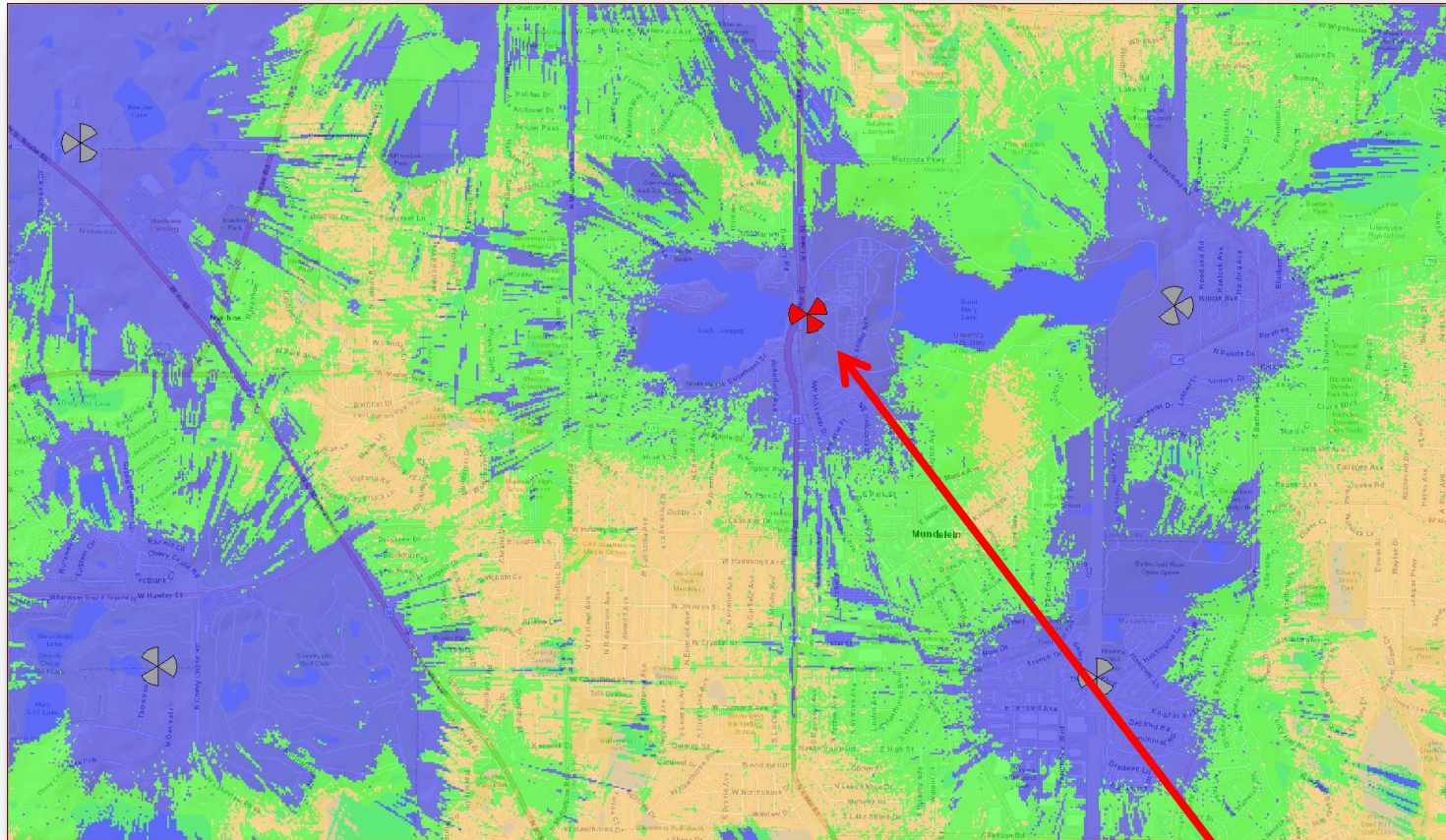


- Reliable In-Residence
- Un-Reliable In-Vehicle
- Reliable On-Street

Proposed new site location



With Proposed RT45 & 176 RELO - 135

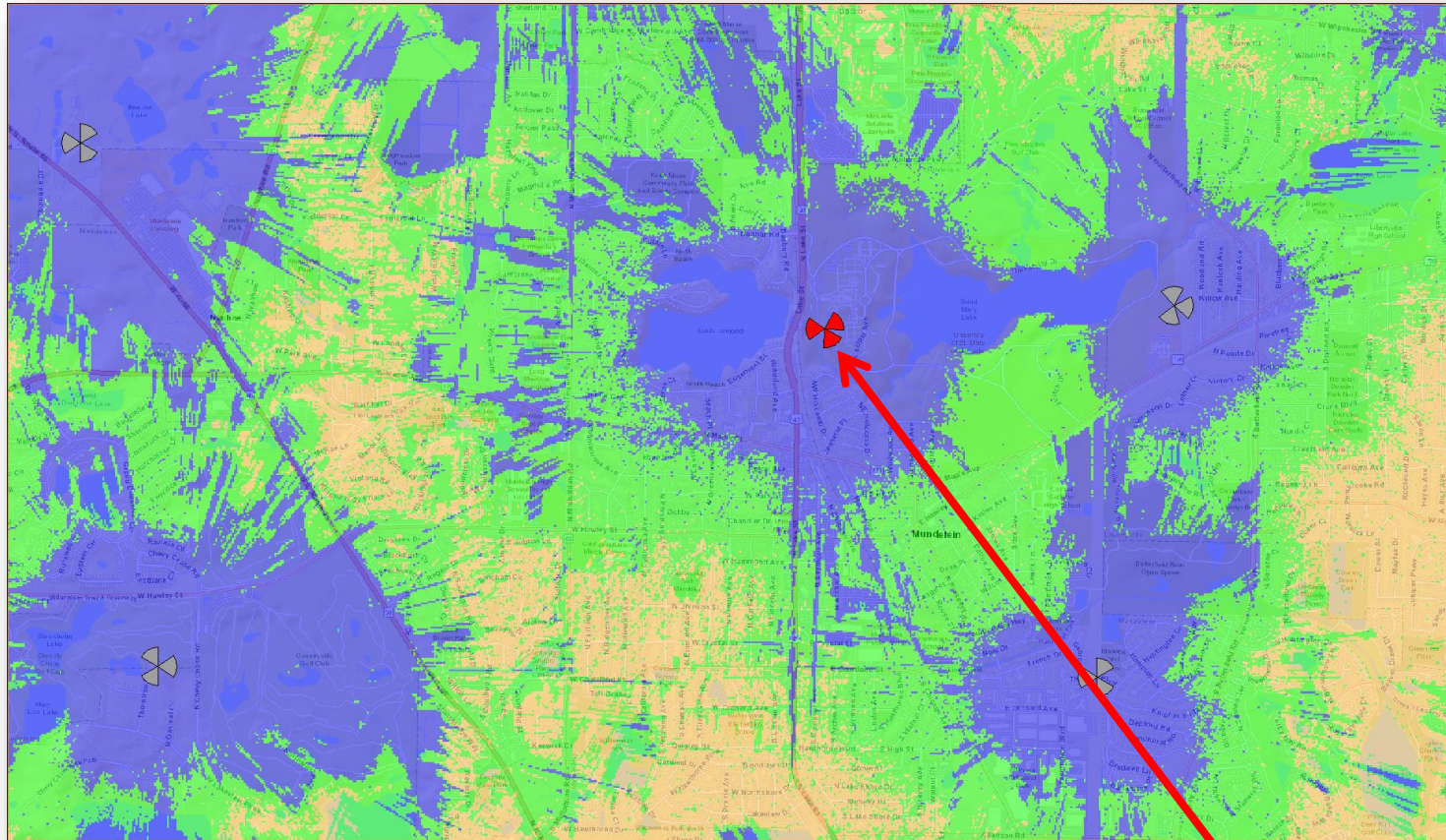


- Reliable In-Residence
- Un-Reliable In-Vehicle
- Reliable On-Street

Proposed new site location



Original RT45 & 176 Location (Water Tank)



- Reliable In-Residence
- Un-Reliable In-Vehicle
- Reliable On-Street

Proposed new site location



Summary

The proposed wireless facility at a 135' centerline is critical for maintaining consistent coverage and capacity in the northeast area of Mundelein. It is intended to replace the previous installation on the water tank and ensure continuity of service, particularly for essential in-building and street-level coverage. Propagation analysis indicates a significant reduction in coverage between the original water tank site and the new proposed location.

Coverage modeling was conducted at multiple elevation levels (100', 110', 120', 130', and 135') to evaluate performance. Based on this analysis, 135' is the lowest elevation that provides the necessary balance of coverage and capacity – particularly for reliable in-residence service and public safety communications. Elevations below 135' show increasing signal degradation, especially near the cell edge and in areas impacted by foliage, terrain, or structural obstructions.

At 135', the proposed site will continue to support reliable street-level and in-building coverage for the following key areas:

- University of Saint Mary of the Lake
- North Midlothian Road
- Mundelein High School
- Mundelein Fire Department
- Fremont Public Library
- Mechanics Grove Elementary School
- Retail and commercial areas along Lake St, Maple Ave, and North Midlothian Rd

Although the proposed site is approximately 20' lower than the previous tank location, 135' remains the minimum viable height to provide reliable in-residence coverage, meet E-911 reliability standards, and maintain service quality across residential, educational, and commercial zones.



verizon



Radio Frequency Exposure

RF Safety and NIER Analysis Report

03/01/2024

Site: RT 45 & 176 RELO

Mundelein, IL

Prepared for: Verizon

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1 Certification

This report, prepared by Telecom Technology Services, Inc. for **Verizon**, is intended to document compliance and evaluate power density levels as outlined in the report. The computations, analysis, and resulting report and conclusions were based on applicable FCC guidelines and regulations for maximum permissible exposure to humans consistent with FCC OET Bulletin 65, Edition 97-01.

Additionally, Telecom Technology Services, Inc. certifies that the assumptions are valid and that the data used within Telecom Technology Services control are accurate, including information collected as part of Telecom Technology Services field surveys. Telecom Technology Services, Inc. does not, however, certify the accuracy or correctness of any data provided to Telecom Technology Services, Inc. for this analysis and report by Verizon or other third parties working on behalf of Verizon.

I certify that the attached RF exposure analysis and report is correct to the best of my knowledge, and all calculations, assumptions and conclusions are based on generally acceptable engineering practices:


SIGNED, 7 MAR 2024
EXPIRES, 30 NOV 2025
Tim Alexander, PE
Digitally signed by Tim Alexander, PE
DN: cn=Tim Alexander, PE, o=Proteus Power Engineering, ou,
email=proteuspower@outlook.com, c=US
Date: 2024.03.07 12:50:36 -07'00'

Tim Alexander, P.E.

Report Prepared by: Mohamed Ahmed, 03/01/2024

Report Reviewed by: Mike Arnold, 03/01/2024

2 Executive Summary

This report provides the results of an RF power density analysis performed for **Verizon** at site **RT 45 & 176 RELO** in accordance with the Federal Communications Commission (FCC) rules and regulations for RF emissions described in OET Bulletin 65, Edition 97-01.

This report addresses RF safety for two classified groups defined by OET Bulletin 65: Occupational/ Controlled and General Population/ Uncontrolled. Based on the analysis, this site will be **Compliant** with FCC rules and regulations and Verizon's Signage and Barrier Policy if the mitigation details provided in Table 1 are implemented.

Final Compliant Configuration								
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	BARRIER/MARKER		
	Access Point(s)	☐ []	☐ []	☐ []	☐ []	☐ []	☐	
	Alpha	☐ []	☐ []	☐ []	☐ []	☐ []	☐	
	Beta	☐ []	☐ []	☐ []	☐ []	☐ []	☐	
Gamma	☐ []	☐ []	☐ []	☐ []	☐ []	☐		

NOTE: The table represents either the signage/barriers installed / removed OR items required by the market (if mitigation is not installed by consultant/vendor).

Specialty Sign Detail

Location	N/A
Access Point	N/A
Alpha	N/A
Beta	N/A
Gamma	N/A

NOTE: The tables above represent EXISTING compliance items implemented at this location.

Notes/ Additional Compliance Requirements(s):

Table 1: Mitigation Requirements for Compliance

2.1 Conclusion and Recommendations

- The results of the analysis indicate that the power density levels in the generally accessible areas on the **Elevation Level** will not exceed the FCC's MPE limit for General Population environments. Notice that the power density levels will exceed the FCC's MPE limit for General Population and Occupational limits in front of the antennas which are not generally accessible areas.
- The results of the analysis indicate that the power density levels in the generally accessible areas on the **Antenna Level** will not exceed the FCC's MPE limit for General Population environments. Notice that the power density levels will exceed the FCC's MPE limit for General Population and Occupational limits in front of the antennas which are not generally accessible areas.
- The results of the analysis indicate that the power density levels in the generally accessible areas on the **Upper Adjacent Roof Level** will not exceed the FCC's MPE limit for General Population environments.
- The results of the analysis indicate that the power density levels in the generally accessible areas on the **Ground Level** will not exceed the FCC's MPE limit for General Population environments.
- The max theoretical % MPE (General Public) is **22949.63%** directly in front of the antenna beams at the **Elevation Level**.

Note: Modifications to the site; and/or increases in channel counts or power levels exceeding those listed in this report will require additional evaluation to determine compliance.

3 Introduction

The purpose of this analysis and report is to evaluate the cumulative power density levels of all non-excluded antennas located on the site and identify any areas of concern that require mitigation. This report also assesses the site's compliance with FCC OET Bulletin 65; "Guidelines for Human Exposure to Radio-frequency Electromagnetic Fields".

The power density simulation performed for this site utilized RoofMaster® analysis software. All antennas were assigned an operating frequency and transmit power and were deemed to be operating at 100% of their rated output power.

3.1 *Site Description:*

- **Site Name:** RT 45 & 176 RELO
- **Street Address:** 416 University Drive
Mundelein, IL 60060
- **Latitude:** 42° 16' 49.476" N
- **Longitude:** 88° 0' 11.97" W
- **Structure Type:** Monopole.
- **Co-Locators/ Other Antennas:** N/A

3.2 Site Configuration Being Modeled

- This is a Three-Sector site supporting 5G NR at 1900 MHz, C-Band at 3700 MHz, and LTE at 700, 850, and 2100 MHz for all sectors. All LTE assumes 4x4 MIMO.
- The rad center value for all sector antennas (135') and Upper Adjacent Roof Height (75') are based on CD, RFDS, and Google Earth. These values must be verified on the site audit for the post study.
- All technologies were evaluated assuming the max number of channels and were running at max power 100% of the time.

4 Predictive Analysis Details

For purposes of this analysis, RoofMaster® was configured to provide an output based on the appropriate MPE limit(s) published in the FCC's guidelines. The antenna information was loaded into RoofMaster®, an MPE predictive analysis tool by Waterford Consultants, LLC.

4.1 Analysis Locations:

Number of Elevations Analyzed: 4

- Antenna Level
- Upper Adjacent Roof Level
- Ground Level
- Elevation Level

4.2 Antenna Inventory

The following table contains the technical data used to simulate the power density that may be encountered with all antennas simultaneously operating at full rated power with the exception of any excluded antennas cited in this document. If co-locator's antennas exist and specific antenna details could not be secured, generic antennas, frequencies, and transmit powers were used for modeling. The assumptions used are based on past experience with communications carriers.

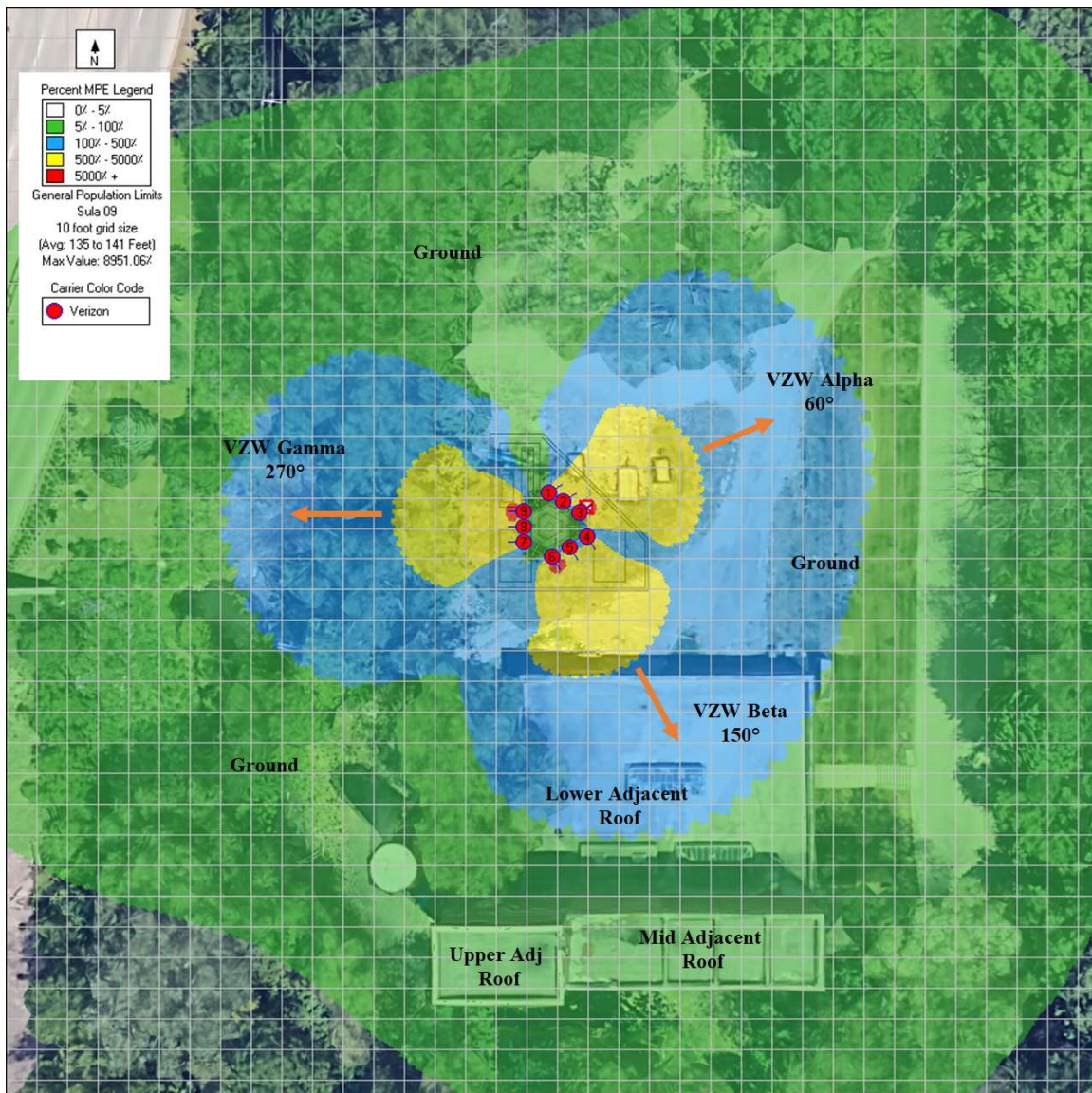
ID	Name	(MHz) Freq	Trans Power	Trans Count	Other Loss	Calc Power	Power EIRP	MD-Tilt (Deg)	Mfg	Model	Antenna Level Z (ft)	Up. Adj. Roof Level Z (ft)	Ground Level Z (ft)	Type	(ft) Aper	dBd Gain	Bandwidth	Orientation
VZ Alpha-Ant1	L700	700	60.0	2	0.5	107.0	4001	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	13.58	65	60
VZ Alpha-Ant1	L850	850	60.0	2	0.5	107.0	4142	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	13.73	62	60
VZ Alpha-Ant1	L1900	1900	60.0	4	0.5	213.9	13430	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	15.83	66	60
VZ Alpha-Ant2	L700	700	60.0	2	0.5	107.0	4001	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	13.58	65	60
VZ Alpha-Ant2	L850	850	60.0	2	0.5	107.0	4142	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	13.73	62	60
VZ Alpha-Ant2	L2100	2100	80.0	4	0.5	285.2	20323	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	16.38	62	60
VZ Alpha-Ant3	C-Band	3700	320.0	1	0.0	320.0	118849	0	ERICSSON	SON AIR6449	0.0	60.0	135.0	Panel	2.8	23.55	11	60
VZ Beta-Ant1	L700	700	60.0	2	0.5	107.0	4001	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	13.58	65	150
VZ Beta-Ant1	L850	850	60.0	2	0.5	107.0	4142	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	13.73	62	150
VZ Beta-Ant1	L1900	1900	60.0	4	0.5	213.9	13430	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	15.83	66	150
VZ Beta-Ant2	L700	700	60.0	2	0.5	107.0	4001	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	13.58	65	150
VZ Beta-Ant2	L850	850	60.0	2	0.5	107.0	4142	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	13.73	62	150
VZ Beta-Ant2	L2100	2100	80.0	4	0.5	285.2	20323	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	16.38	62	150
VZ Beta-Ant3	C-Band	3700	320.0	1	0.0	320.0	118849	0	ERICSSON	SON AIR6449	0.0	60.0	135.0	Panel	2.8	23.55	11	150
VZ Gamma-Ant1	L700	700	60.0	2	0.5	107.0	4001	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	13.58	65	270
VZ Gamma-Ant1	L850	850	60.0	2	0.5	107.0	4142	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	13.73	62	270
VZ Gamma-Ant1	L1900	1900	60.0	4	0.5	213.9	13430	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	15.83	66	270
VZ Gamma-Ant2	L700	700	60.0	2	0.5	107.0	4001	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	13.58	65	270
VZ Gamma-Ant2	L850	850	60.0	2	0.5	107.0	4142	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	13.73	62	270
VZ Gamma-Ant2	L2100	2100	80.0	4	0.5	285.2	20323	0	COMMSCOPE	SON NHH-65C-R2B	0.0	60.0	135.0	Panel	8.0	16.38	62	270
VZ Gamma-Ant3	C-Band	3700	320.0	1	0.0	320.0	118849	0	ERICSSON	SON AIR6449	0.0	60.0	135.0	Panel	2.8	23.55	11	270

The antenna Z-heights listed above are referenced to the Antenna Level, Upper Adjacent Roof, and Ground levels.

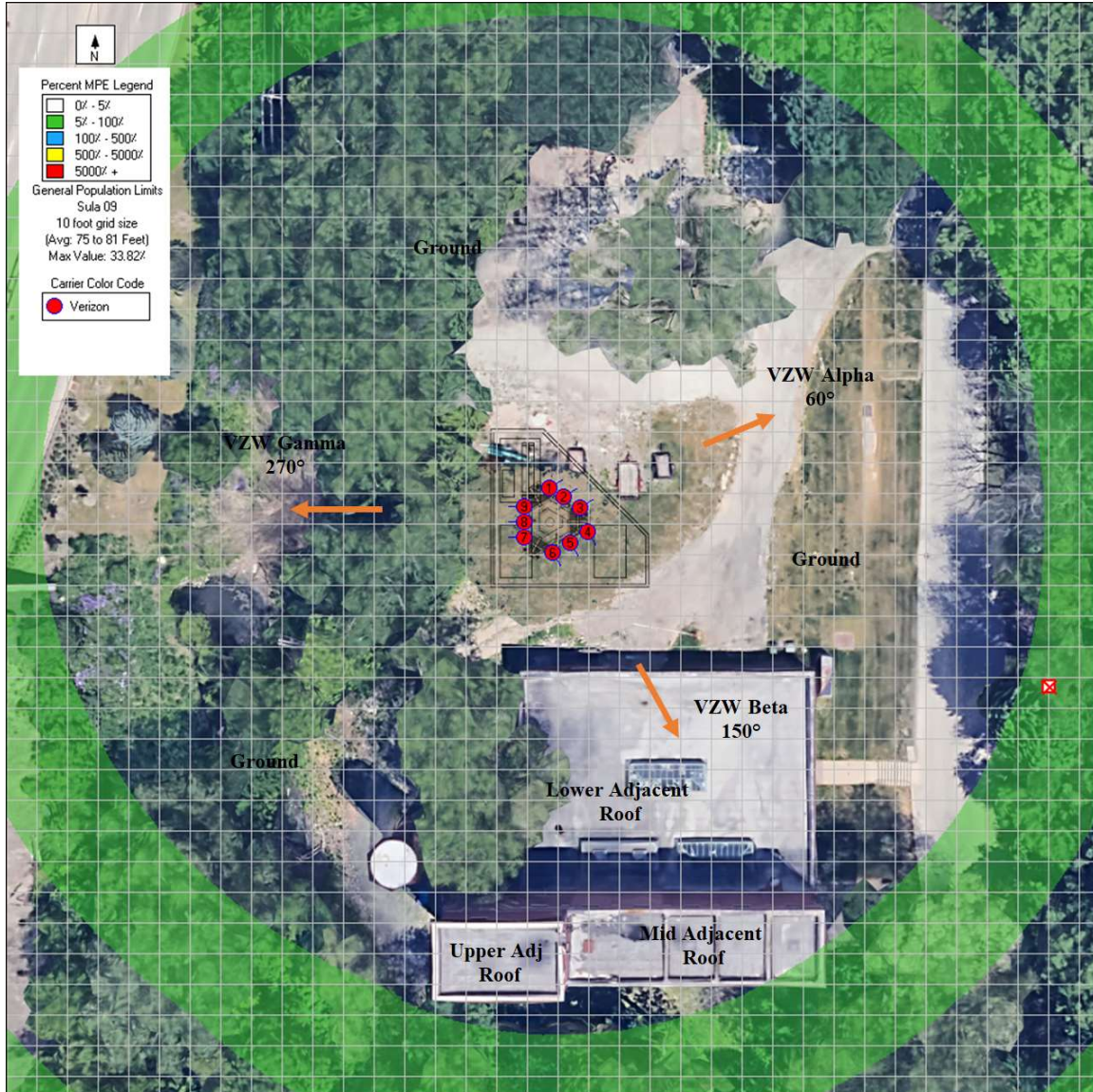
4.3 RF Emissions Diagram(s) - All Transmitters

The following Diagram(s) represent the theoretical spatially averaged Maximum Permissible Exposure (MPE) percentages that are expected for each study's elevation. An additional 1% Occupational MPE Limit (5% General Population MPE limit) is included to demonstrate where Verizon is a significant contributor to the accessible areas where multiple carriers' transmitters may be present.

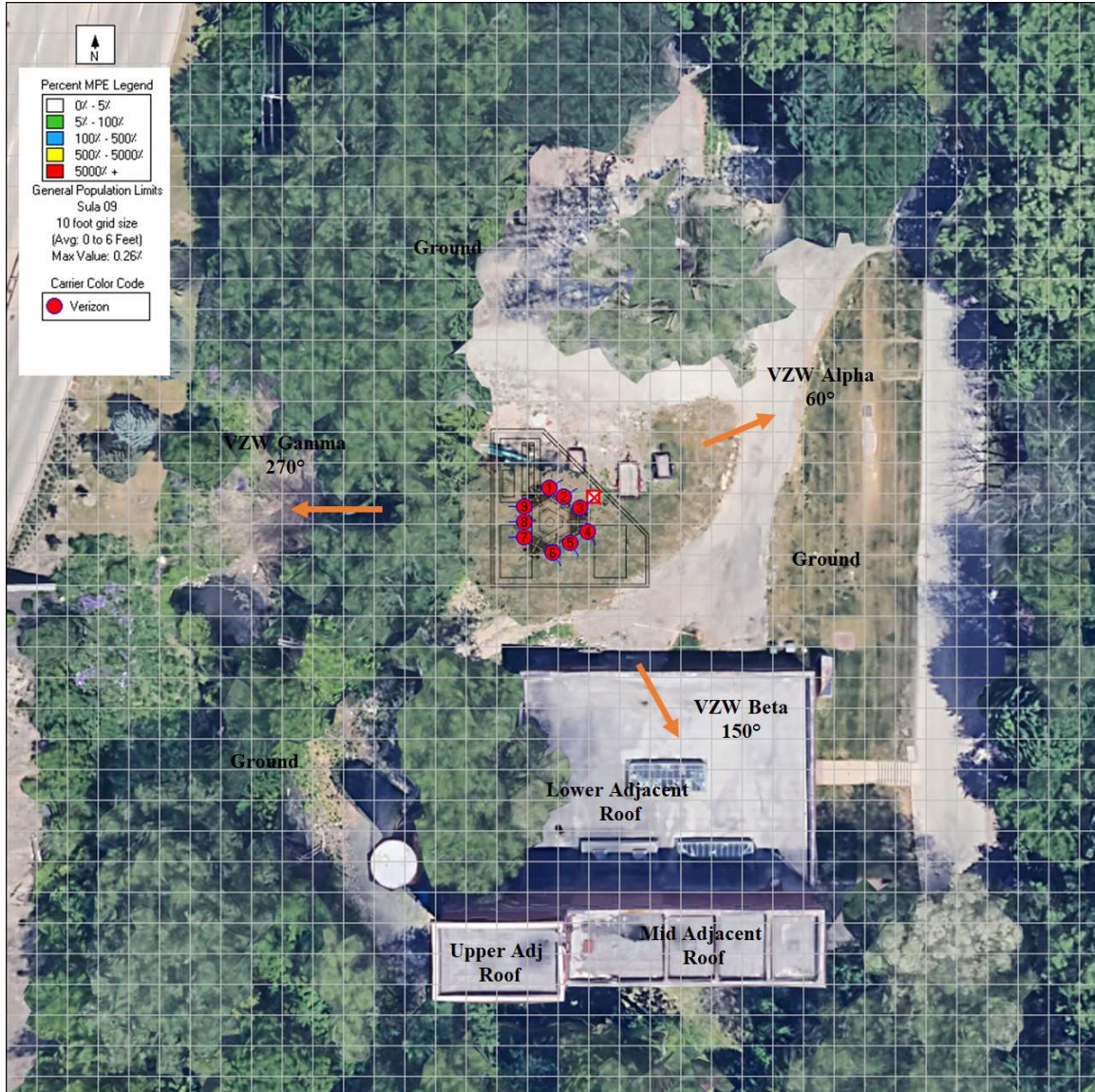
Reference Plane: Antenna Level



Reference Plane: Upper Adjacent Roof Level



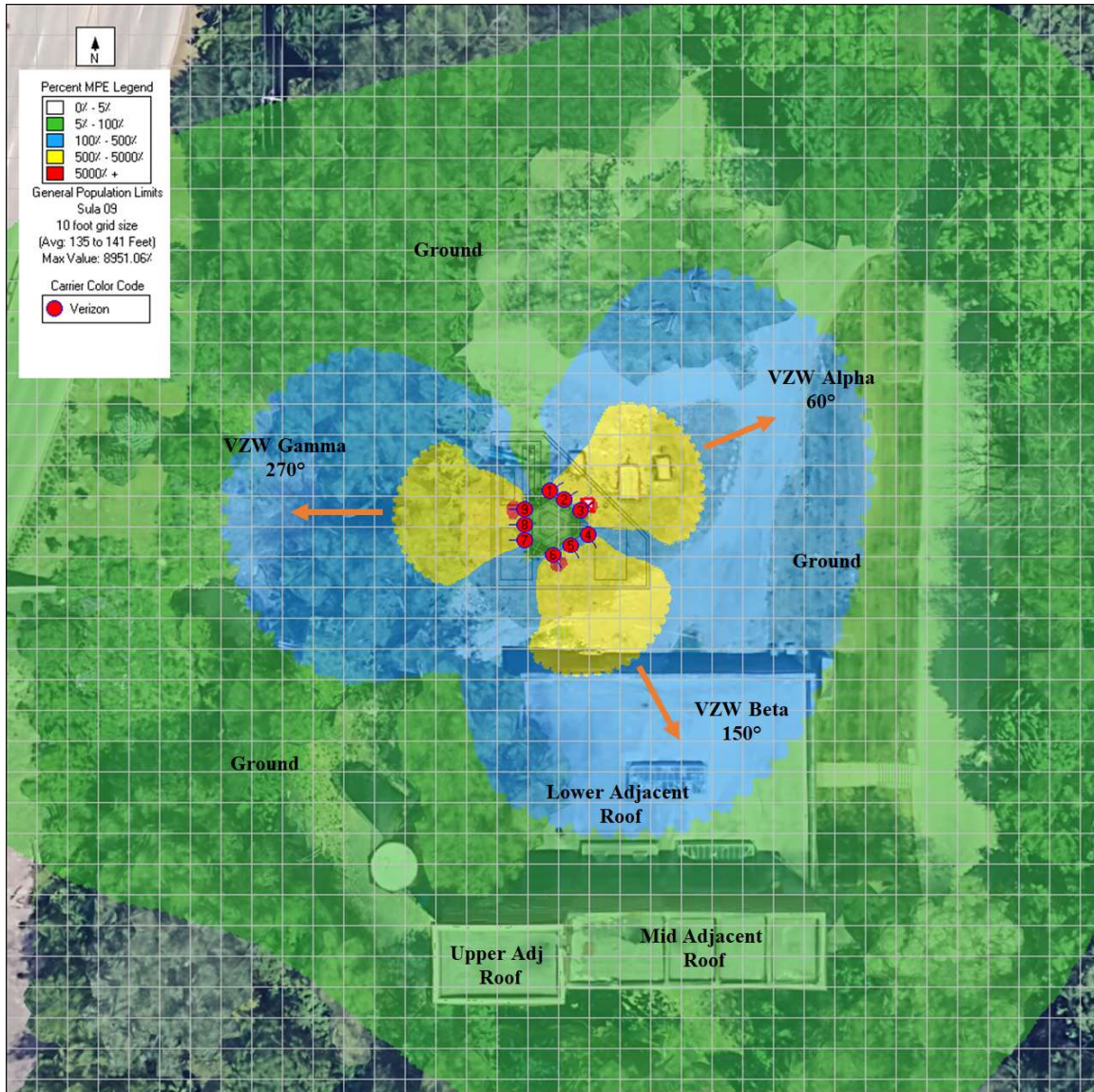
Reference Plane: Ground Level



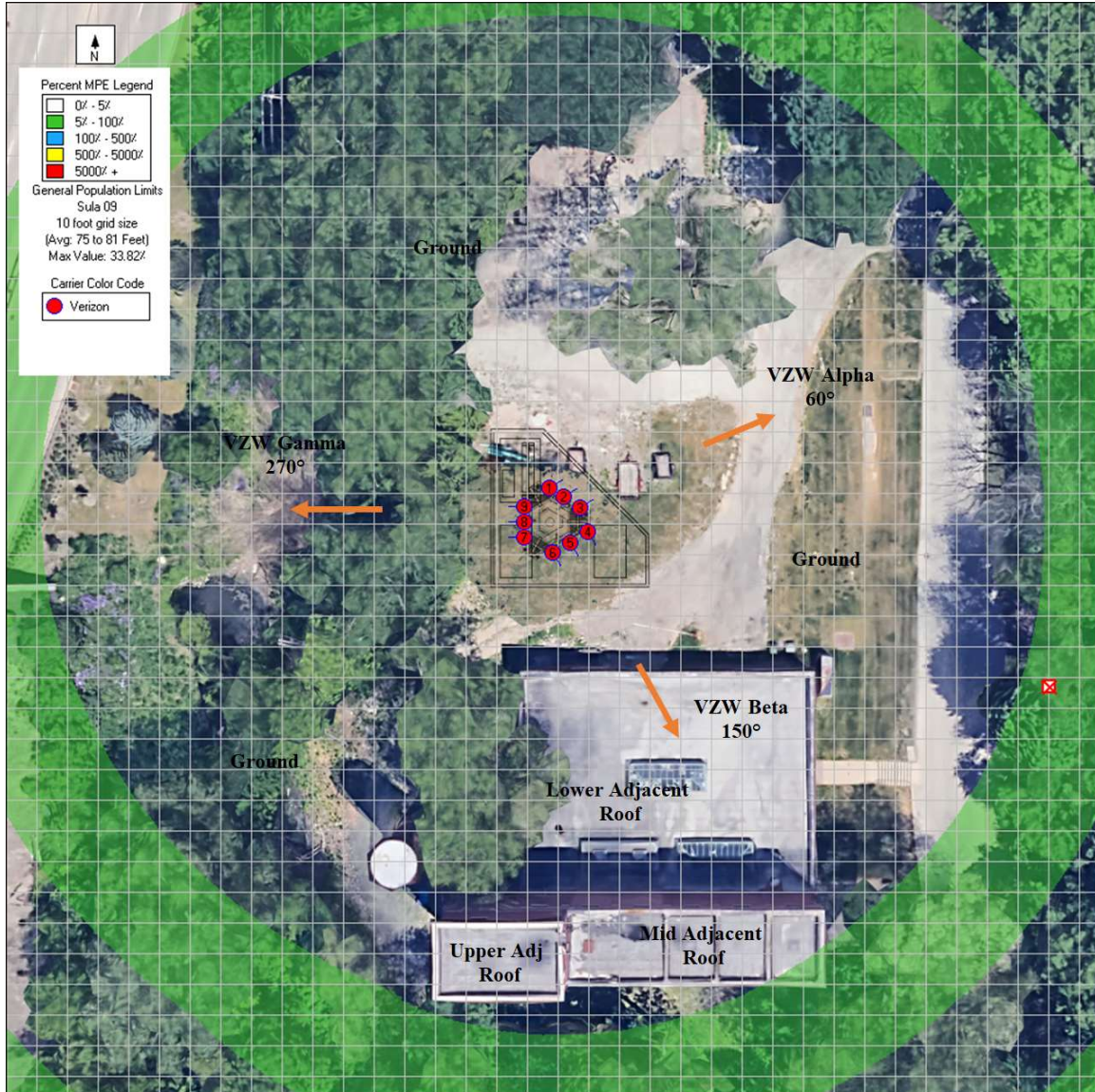
4.4 RF Emissions Diagram(s) - Verizon Transmitters *Only*

The following Diagram(s) represent the theoretical spatially averaged Maximum Permissible Exposure (MPE) percentages that are expected for each study's elevation. An additional 1% Occupational MPE Limit (5% General Population MPE limit) is included to demonstrate where Verizon is a significant contributor to the accessible areas where multiple carriers' transmitters may be present.

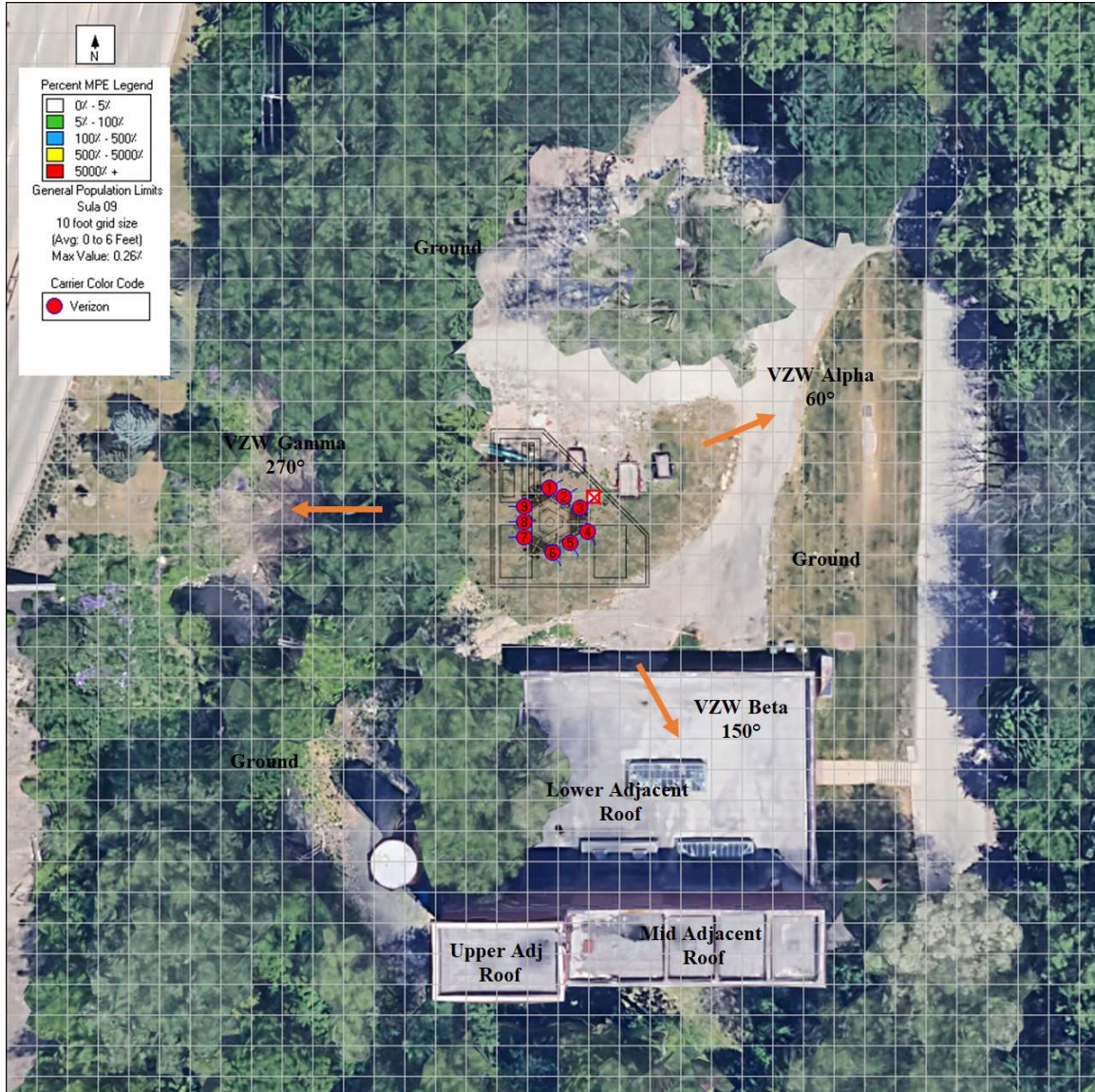
Reference Plane: Antenna Level



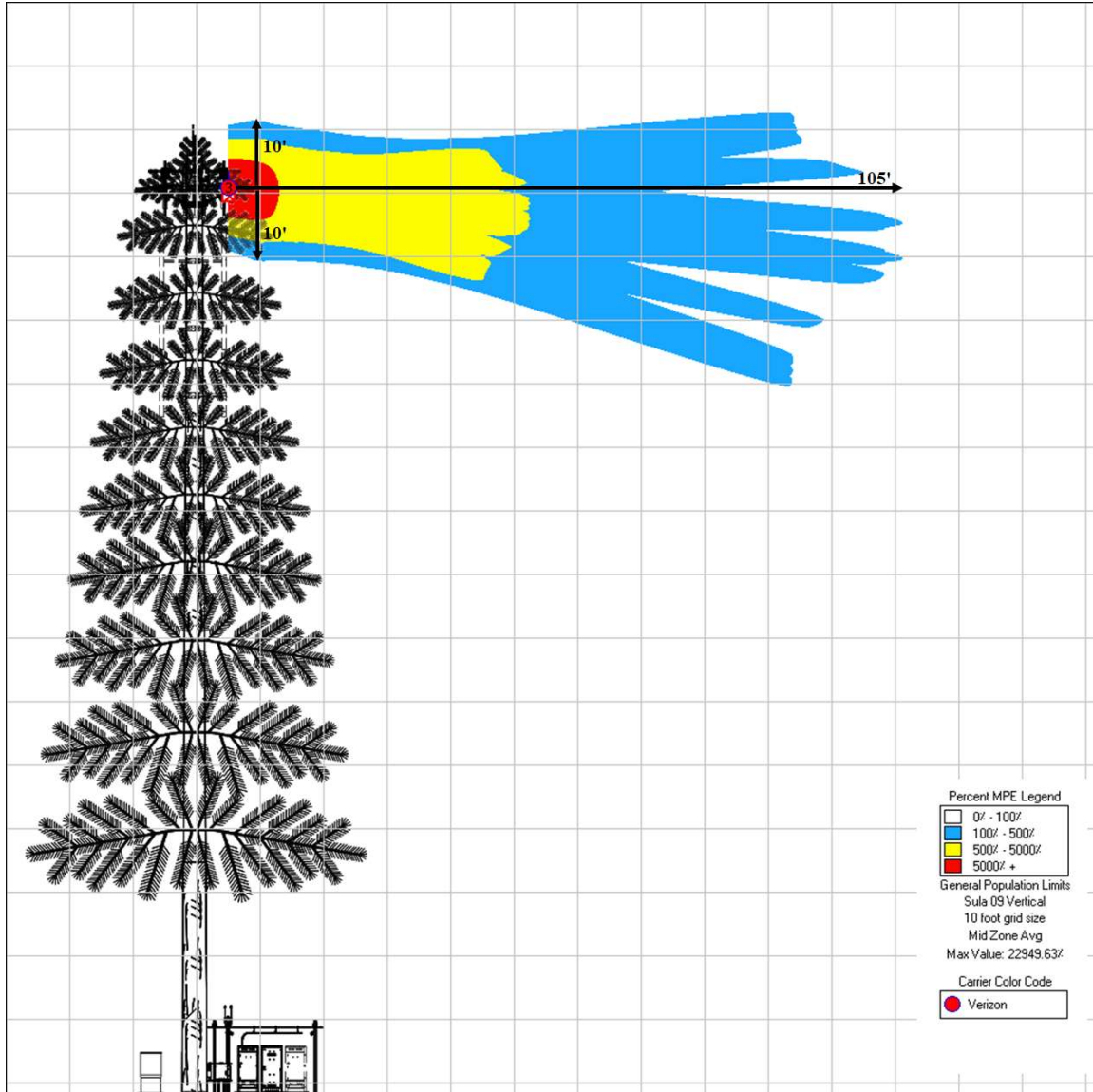
Reference Plane: Upper Adjacent Roof Level



Reference Plane: Ground Level



Reference Plane: Elevation Level



5 Signage/ Mitigation

5.1 Signage/ Barrier Detail

Final Compliant Configuration								
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	BARRIER/MARKER		
	Access Point(s)	☐ []	☐ []	☐ []	☐ []	☐ []	☐	
	Alpha	☐ []	☐ []	☐ []	☐ []	☐ []	☐	
	Beta	☐ []	☐ []	☐ []	☐ []	☐ []	☐	
Gamma	☐ []	☐ []	☐ []	☐ []	☐ []	☐		

NOTE: The table represents either the signage/barriers installed / removed OR items required by the market (if mitigation is not installed by consultant/vendor).

Specialty Sign Detail

Location	N/A
Access Point	N/A
Alpha	N/A
Beta	N/A
Gamma	N/A

NOTE: The tables above represent EXISTING compliance items implemented at this location.

Notes/ Additional Compliance Requirements(s):

Table 2: Mitigation Requirements for Compliance

5.2 Signage/ Barrier Diagram

No Mitigation is requierd

6 Conclusions and Recommendations

- The results of the analysis indicate that the power density levels in the generally accessible areas on the **Elevation Level** will not exceed the FCC's MPE limit for General Population environments. Notice that the power density levels will exceed the FCC's MPE limit for General Population and Occupational limits in front of the antennas which are not generally accessible areas.
- The results of the analysis indicate that the power density levels in the generally accessible areas on the **Antenna Level** will not exceed the FCC's MPE limit for General Population environments. Notice that the power density levels will exceed the FCC's MPE limit for General Population and Occupational limits in front of the antennas which are not generally accessible areas.
- The results of the analysis indicate that the power density levels in the generally accessible areas on the **Upper Adjacent Roof Level** will not exceed the FCC's MPE limit for General Population environments.
- The results of the analysis indicate that the power density levels in the generally accessible areas on the **Ground Level** will not exceed the FCC's MPE limit for General Population environments.
- The max theoretical % MPE (General Public) is **22949.63%** directly in front of the antenna beams at the **Elevation Level**.

Note: Modifications to the site; and/or increases in channel counts or power levels exceeding those listed in this report will require additional evaluation to determine compliance.

7 Appendix A: FCC Compliance and RF Safety Policies

In August of 1997, the FCC published OET Bulletin 65 Edition 97-01 to regulate methods for evaluating compliance with FCC guidelines for human exposure to radiofrequency (RF) electromagnetic fields. The FCC guidelines for human exposure to RF electromagnetic fields incorporate two categories of limits; namely “Controlled” (a.k.a. Occupational) and “Uncontrolled” (a.k.a. General Public). The guidelines offer suggested methods for evaluating fixed RF transmitters to ensure that the controlled and uncontrolled limits deemed safe by the FC for human exposure are not exceeded.

OET Bulletin 65 recommended guidelines are intended to allow an applicant to “make a reasonably quick determination as to whether a proposed facility is in compliance with the limits.” In addition, the guidelines offer alternate supplementary considerations and procedures such as field measurements and more detailed analysis that should be used for multiple emitter situations.

These guidelines define RF as emissions in the frequency range of 300 kHz to 100 GHz. The FCC define Maximum Permissible Exposure (MPE) limits within this frequency range based on limits recommended by the National Council on Radiation Protection and Measurement, the Institute of Electrical and Electronics Engineers (IEEE), and by the American National Standards Institute (ANSI).

The specific MPE limits defined by the FCC are as follows:

Limits for Occupational/Controlled Exposure				
Frequency Range [MHz]	Electric Field Strength (E) [V/m]	Magnetic Field Strength (H) [A/m]	Power Density (S) [mW/Cm ²]	Averaging Time E ^2, H ^2 or S [minutes]
0.3 - 3.0	614	1.63	100*	6
3.0 - 30	1842/f	4.89/f	900/f ² *	6
30 - 300	61.4	0.163	1	6
300 - 1,500	-	-	f/300	6
1,500 - 100,000	-	-	5	6

Limits for General Population/Uncontrolled Exposure				
Frequency Range [MHz]	Electric Field Strength (E) [V/m]	Magnetic Field Strength (H) [A/m]	Power Density (S) [mW/Cm ²]	Averaging Time E ^2, H ^2 or S [minutes]
0.3 - 3.0	614	1.63	100*	30
3.0 - 30	842/f	2.19/f	180/f ² *	30
30 - 300	27.5	0.073	0.2	30
300 - 1,500	-	-	f/1500	30
1,500 - 100,000	-	-	1	30

f = frequency

*Plane-wave equivalent power density

The FCC states that “Occupational/ Controlled limits apply in situations in which persons are exposed as a consequence of their employment provided those persons are fully aware of the potential for exposure and can exercise control over their exposure. Limits for Occupational/ Controlled exposure also apply in situations when an individual is transient through a location where Occupational/ Controlled limits apply provided he or she is made aware of the potential for exposure.”

For General Population/ Uncontrolled limits, the FCC states that “General Population/ Uncontrolled exposures apply in situations in which the general public may be exposed, or in which persons that are exposed as a consequence of their employment may not fully be aware of the potential for exposure or cannot exercise control over their exposure.”

For purposes of this analysis, all limits are evaluated against the Power Density limits.

Typical guidelines for determining whether Occupational/ Controlled limits can be applied include ensuring the environment (such as a rooftop) as limited/controlled access via locked doors or physical barrier that are preferably controlled by a landlord that is aware of the situation and can inform anyone going through the locked door of the existence of the RF emissions. Such notification/awareness is typically accomplished by means of signage on the door, or other access to the area of concern, as well as signage on or near the antennas. Examples of such signs include the following:

GUIDELINES	NOTICE	CAUTION	WARNING
This sign will inform anyone of the basic precautions to follow when entering an area with transmitting radiofrequency equipment.	This sign indicates that RF emissions may exceed the FCC General Population MPE limit.	This sign indicates that RF emissions may exceed the FCC Occupational MPE limit.	This sign indicates that RF emissions may exceed at least 10x the FCC Occupational MPE limit.
			

NOC INFORMATION	
Information signs are used as a means to provide contact information for any questions or concerns. They will include specific cell site identification information and the Verizon Wireless Network Operations Center phone number.	

Standards for when to use each of the above signs for Occupational situations are as follows:

No sign required: <20% of Occupational MPE
Blue Sign, Notice: 20% to <100% of MPE
Yellow Sign, Caution: 100% to <1000% of MPE
Red Sign, Warning: ≥1000% of MPE

All MPE references are to the FCC Occupational limits.

8 Appendix B: Overview of RoofMaster® Functions and Assumptions

RoofMaster® is a RF Compliance software package designed to enable the analysis, assessment and mitigation of communications sites with respect to human exposure to radiofrequency electromagnetic fields.

RoofMaster® was developed in 2008 by Waterford Consultants to support compliance assessments performed at single and multi-operator wireless locations throughout North America and has been in service since 2008. Real-world experience in evaluating thousands of base station installations is reflected in the RoofMaster® design approach. This document provides a guide for creating simulations of RF hazard conditions through the characterization of antenna systems and site features and through FCC-specified computational analysis.

On any structure, one may encounter antennas installed by wireless service providers, public safety and other FCC-licensed and unlicensed operators. Siting constraints have resulted in diverse and complex environments accessible to people performing a variety of activities around these antennas. RoofMaster® supports the characterization of these locations to convey important information regarding RF sources and accessible areas necessary to evaluate the potential for human exposure to hazardous levels of RF energy.

RoofMaster® supports the depiction of communications sites through the display of construction drawing or aerial photography image files as well as providing line drawing tools. These representations are scalable to enable the modeling of any location.

RoofMaster® utilizes a three-dimensional spatial framework consisting of a 1000 x 1000 grid with unlimited vertical dimensions necessary for the positioning of antennas and modeling of RF conditions at each grid point throughout the space. Predictive analysis is performed on a study plane at a specified elevation. The subsequent sections of this guide provide the steps necessary to create a site representation and conduct these studies.

RoofMaster® employs several power density prediction models based on the computational approaches set forth in the Federal Communications Commission's Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields, OET Bulletin 65. This guideline utilizes several antenna and operational parameters in calculating the power density contributions from each emitter at specified points throughout the study space. RoofMaster® enables antennas to be fully defined in site specific aspects as well as through the use of a library of manufacturer data. The parameters include:

- § Antenna model
- § Radiation patterns
- § Aperture length
- § Gain
- § Beamwidth
- § Antenna radiation center
- § Azimuth
- § Mechanical downtilt
- § Location
- § Frequency
- § Power into antenna

In OET-65, the Cylindrical Model is presented as an approach to determine the spatially averaged power density in the near field directly in front of an antenna. In order to implement this model in all directions, RoofMaster® utilizes the antenna manufacturer horizontal pattern data. Additionally, RoofMaster® incorporates factors that reduce the power density by the inverse square of horizontal and vertical distance beyond the near field region.

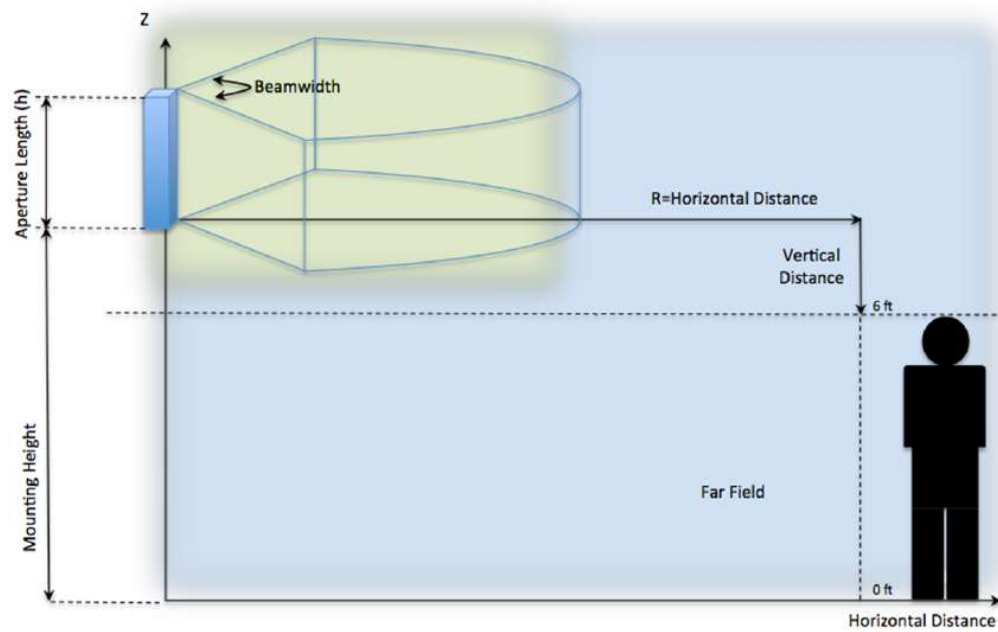
Power density is calculated as follows:

$$S = \left(\left(\frac{360}{\text{Beamwidth}} \right) \frac{P_{in} G_H H_r V_r}{2 \pi R h} \right) \frac{\mu W}{cm^2}$$

- S is the spatially averaged power density value
- R is the horizontal distance meters to the study point
- h is the aperture length in meters
- P_{in} is power into the antenna input port in Watts

RoofMaster® Implementation:

- G_H is gain offset to study point as specified in manufacturer horizontal pattern
- P_{in} is adjusted by the portion of the antenna aperture in the 0-6 ft. vertical study zone
- H_r accounts for 1/R² Far Field roll off which starts at 2*h
- V_r accounts for 1/ (vertical distance)² roll off from antenna bottom to the top of the 0-6 ft. study zone (or antenna top to bottom of 0-6 ft. study zone)



9 References

FCC (1997). “Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields”; Federal Communications Commission; Office of Engineering and Technology, OET Bulletin 65, Edition 97-01, August.

Waterford Consultants, LLC (2008). RoofMaster® User Guide, Waterford Consultants, LLC.

10 Limited Warranty

Telecom Technology Services, Inc. warrants that this analysis was performed in good faith using the methodologies and assumptions covered in this report and that data used for the analysis and report were obtained by Telecom Technology Services, Inc. employees or representatives via site surveys or research of Verizon's available information. In the event that specific third-party details were not available, best efforts were made to use assumptions that are based on industry experience of various carriers' standards without violating any confidential information obtained under non-disclosure terms.

Telecom Technology Services, Inc. also warrants that this analysis was performed in accordance with industry acceptable standards and methods.

There are no other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, relating to this agreement or to the services rendered by Telecom Technology Services hereunder. In no event shall Telecom Technology Services be held liable to Verizon, or to any third party, for any indirect, special, incidental, or consequential damages, including but not limited to loss of profits, loss of data, loss of good will, and increased expenses. In no event shall Telecom Technology Services be liable to Verizon for damages, whether based in contract, tort, negligence, strict liability, or otherwise, exceeding the amount payable hereunder for the services giving rise to such liability.

March 12, 2024

Margie Oliver
Project Manager
Dolan Realty Advisors, LLC/DRA Properties, LLC
343 S. Kirkwood Rd., Ste. #5, Box 220130
Kirkwood, MO 63122

RE: Proposed 140' Monopine for RT. 45 & 176 RELO, IL

Dear Ms. Oliver,

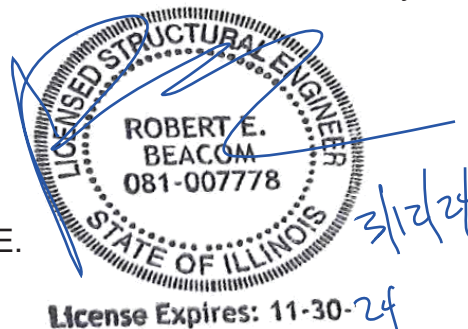
Upon receipt of order, we propose to design and supply the above-referenced monopine for a Basic Wind Speed of 107 mph without ice and 40 mph with 1.5" ice, Risk Category II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna-Supporting Structures and Antennas and Small Wind Turbine Support Structures" to support three (3) wireless carriers.

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopine will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopine shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopine, the monopine will buckle at the location of the highest combined stress ratio within the monopine shaft. This is likely to result in the portion of the monopine above leaning over and remaining in a permanently deformed condition. *Please note that this letter only applies to the above-referenced monopine designed and manufactured by Sabre Industries.* This would effectively result in a fall radius of less than 55' at ground level.

Sincerely,

Robert E. Beacom, P.E., S.E.
Engineering Manager



[Draft] Re: EXTERNAL -DRA Properties Permanent Tower at St. Mary of the Lake RE: Adjacent Property Owner Consent Proposed Monopine Tower

From

Draft saved Fri 5/2/2025 7:42 AM

To Michael Howley <howley@insite-inc.com>

Cc Colleen Malec <cmalec@mundelein.org>; Erin Swanson <eswanson@mundelein.org>

From: Michael Howley

Sent: Thursday, October 17, 2024 2:22 PM

To: Jessica Marvin

Cc: Colleen Malec; Erin Swanson

Subject: RE: EXTERNAL -DRA Properties Permanent Tower at St. Mary of the Lake RE: Adjacent Property Owner Consent Proposed Monopine Tower

Good afternoon,

Just wanted to provide a quick update.

About 3 weeks ago I spoke with Stephanie Decena from IDOT regarding the requested adjacent property owner consent. Stephanie said that IDOT would provide a written response within 2 weeks, but I have not yet received. Per e-mail below, I followed up with Stehanie yesterday. Over the course of the last few months Stephanie has requested documentation about the project and has been prompt in her e-mail responses to me. I suspect that we are waiting for a superior at IDOT to make the final decision.

Thanks,

Mike

From: Michael Howley

Sent: Wednesday, October 16, 2024 11:21 AM

To: Decena, Stephanie <Stephanie.Decena@Illinois.gov>

Subject: RE: [External] University of St. Mary of the Lake Chicago Archdiocese Cell Tower Development Mundelein, Illinois RE: Request for IDOT consent

Hi Stephanie,

Per our phone conversation on September 24, 2024, I was just following up on status of the IDOT letter regarding the proposed Chicago Archdiocese cell tower at University of St. Mary in Mundelein.

Thanks,

Mike

From: Michael Howley
Sent: Thursday, September 5, 2024 11:27 AM
To: Jessica Marvin <jmarvin@mundelein.org>
Cc: Colleen Malec <cmalec@mundelein.org>; Erin Swanson <eswanson@mundelein.org>
Subject: RE: EXTERNAL -DRA Properties Permanent Tower at St. Mary of the Lake RE: Proposed Monopine Tower

Thanks Jessica. For right now, I have gotten some traction with the IDOT reviewer. Will let you all know if anything changes.

Mike

Stephanie Decena
Bureau of Land Acquisition – Relocation
Illinois Department of Transportation
Phone: 847-705-4271
Email: stephanie.decena@illinois.gov

From: Jessica Marvin <jmarvin@mundelein.org>
Sent: Thursday, September 5, 2024 8:09 AM
To: Michael Howley <howley@insite-inc.com>
Cc: Colleen Malec <cmalec@mundelein.org>; Erin Swanson <eswanson@mundelein.org>
Subject: RE: EXTERNAL -DRA Properties Permanent Tower at St. Mary of the Lake RE: Proposed Monopine Tower

Michael,

That sounds good. Please let me know if you would still like me to contact staff internally to reach out to our contacts at IDOT.

Thank you,
Jessica Marvin

 **Description:** Description: Description: Description: village-of-mundelein
Jessica Marvin | Associate Planner
Community Development
300 Plaza Circle, Mundelein, IL 60060
P 847-949-3247 | F 847-949-0143
jmarvin@mundelein.org

From: Michael Howley <howley@insite-inc.com>
Sent: Tuesday, August 27, 2024 3:38 PM
To: Jessica Marvin <jmarvin@mundelein.org>
Cc: Colleen Malec <cmalec@mundelein.org>; Erin Swanson <eswanson@mundelein.org>
Subject: RE: EXTERNAL -DRA Properties Permanent Tower at St. Mary of the Lake RE: Proposed Monopine Tower

No problem Jessica. Just this morning I happened to reach a Stephanie Decena with IDOT and she agreed to review the matter. I sent her the materials and she even acknowledged receipt.

Mike

From: Jessica Marvin <jmarvin@mundelein.org>

Sent: Tuesday, August 27, 2024 3:26 PM

To: Michael Howley <howley@insite-inc.com>

Cc: Colleen Malec <cmalec@mundelein.org>; Erin Swanson <eswanson@mundelein.org>

Subject: RE: EXTERNAL -DRA Properties Permanent Tower at St. Mary of the Lake RE: Proposed Monopine Tower

Hello Michael,

I apologize for the delay and thank you for providing this information. I will work with Staff internally to contact our contacts at IDOT.

Thank you,
Jessica Marvin

 **Description:** Description: Description: Description: Description: village-of-mundelein

Jessica Marvin | Associate Planner

Community Development

300 Plaza Circle, Mundelein, IL 60060

P 847-949-3247 | F 847-949-0143

jmarvin@mundelein.org

From: Michael Howley <howley@insite-inc.com>

Sent: Tuesday, August 20, 2024 1:34 PM

To: Jessica Marvin <jmarvin@mundelein.org>

Cc: Colleen Malec <cmalec@mundelein.org>; Erin Swanson <eswanson@mundelein.org>

Subject: RE: EXTERNAL -DRA Properties Permanent Tower at St. Mary of the Lake RE: Proposed Monopine Tower

Good afternoon,

I am pleased to report that Canadian National Railroad reviewed and approved rather promptly. See immediately below. However, after an initial promising response from IDOT that seemed to indicate that this would not be a concern, the IDOT representative that this matter was transferred to has been non-responsive. Per your request, our e-mail efforts are detailed below. We also have called numerous times.

We are at the point where we would welcome your highlighted offer below.

Thanks,

Mike

From: Kevin Donahue <Kevin.Donahue@cn.ca>

Sent: Monday, July 1, 2024 2:10 PM

To: Michael Howley <howley@insite-inc.com>

Subject: Re: Archdiocese of Chicago Zoning Request in Village of Mundelein, Illinois (University of St. Mary of the Lake, 300 Principal Avenue, Mundelein, Illinois 60060

Michael,

We take no exception with the planned cell tower.

Kevin

From: Michael Howley
Sent: Thursday, July 25, 2024 2:06 PM
To: mike.cullian@illinois.gov
Cc: Matthew Grant <grant@insite-inc.com>; chris.mueller@illinois.gov
Subject: RE: [External] Tower Development Notification & Approval Letter - IDOT Adjacent Property Mundelein, IL - VZW: RT 45 & 176

Good afternoon.

I am Matt Grant's supervisor and am just responding because Verizon is placing significant pressure on him to receive IDOT consent for this proposal. The only other adjacent property owner, the Canadian National Railway, already has reviewed and approved the tower proposal. IDOT consent is the only gating item needed to proceed with the zoning approval process in the Village of Mundelein.

As Matt mentioned, the need for consent is only due to a requirement in the village of Mundelein zoning code. The tower itself is engineered with a fall zone of 55' so it would have no impact on the adjacent IDOT property that is approximately 90' away from the proposed tower site. See visual below.

With the dismantling of the Archdiocese water tank, this proposed tower site is vitally important to the Chicago Archdiocese, Verizon and first responders because this tower is needed to provide wireless voice and data service to the entire St. Mary of the Lake University campus, conference and retreat centers and area surrounding the campus.

I acknowledge that this is an unusual request, but we are simply seeking consent for a project that will have no impact on IDOT property and will greatly benefit the university campus and surrounding community.

Thanks,

Mike Howley

From: Matthew Grant <grant@insite-inc.com>
Sent: Monday, July 22, 2024 3:33 PM
To: mike.cullian@illinois.gov
Cc: Michael Howley <howley@insite-inc.com>; chris.mueller@illinois.gov
Subject: RE: [External] Tower Development Notification & Approval Letter - IDOT Adjacent Property Mundelein, IL - VZW: RT 45 & 176
Importance: High

Good afternoon Mike,

Just a friendly follow up per the below emails and the voicemail that I left today. Also, adding Chris for reference as well per your out of office response last week. Please kindly advise if any update can be provided as the Village is pressing for feedback here. As mentioned, recently I spoke with Paul Pence to see if he knew where this stood but he said it is outside of his scope so was unsure. If anything further is needed please let me know and I will provide it right away:

DRA Properties, LLC (“DRA”) has entered a lease agreement with The Catholic Bishop of Chicago, an Illinois corporation sole (“Archdiocese of Chicago”) to construct a 145’ monopine style antenna facility tower to be located on the University of St. Mary of the Lake campus at 300 Principal Avenue, Mundelein, IL 60060. The purpose of the tower is to accommodate the relocation of Verizon Wireless antennas from the existing Archdiocese water tower that is in process of being torn down. A new tower is necessary for Verizon Wireless to locate its antennas so that it can continue providing Mundelein with cutting edge wireless voice and data service.

Nature of Request

The Archdiocese of Chicago is contacting IDOT because the Village of Mundelein Zoning Code requires notification to surrounding property owners regarding the proposal. In this case, the proposed tower will be engineered to have a fall zone of 55’ so that in the case of a catastrophic event, this tower will not impact the IDOT ROW that is located approximately 90’ to the west of the proposed tower location. Nevertheless, the Mundelein Village Code, Section 20.48.040(QQ)(3)(a), Fall Zone Setback, requires that we provide property owner notification and seek your consent since the Canadian National property lies within 125% of the height of the tower.

Attached is a copy of the fall zone engineering letter and site plans of the cell tower. Below is an aerial that identifies the IDOT ROW with a green arrow and a blue arrow closely approximating the location of the proposed cell tower.

If the location of the proposed cell tower is acceptable, the Archdiocese of Chicago would respectfully ask that you print this correspondence, sign and notarize below and then e-mail the approval back to me. I should note that signing and notarizing is required under the Village of Mundelein Zoning Code.

A screenshot of a map Description automatically generated

Signature

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

Thanks!

Matt

Matt Grant
773-818-0718
grant@insite-inc.com

From: Matthew Grant
Sent: Friday, July 12, 2024 3:15 PM
To: mike.cullian@illinois.gov
Cc: Michael Howley <howley@insite-inc.com>
Subject: RE: [External] Tower Development Notification & Approval Letter - IDOT Adjacent Property Mundelein, IL - VZW: RT 45 & 176
Importance: High

Hi Mike,

Pursuant to the voicemail that I left, any insight or status update on this would be greatly appreciated as we being pressed by the Village and the property owner for an update given that the IDOT approval is the last gating item. I spoke with Paul Pence to see if he knew where this stood but he said it is outside of his scope so was unsure. If anything further is needed please let me know and I will provide it right away:

DRA Properties, LLC ("DRA") has entered a lease agreement with The Catholic Bishop of Chicago, an Illinois corporation sole ("Archdiocese of Chicago") to construct a 145' monopine style antenna facility tower to be located on the University of St. Mary of the Lake campus at 300 Principal Avenue, Mundelein, IL 60060. The purpose of the tower is to accommodate the relocation of Verizon Wireless antennas from the existing Archdiocese water tower that is in process of being torn down. A new tower is necessary for Verizon Wireless to locate its antennas so that it can continue providing Mundelein with cutting edge wireless voice and data service.

Nature of Request

The Archdiocese of Chicago is contacting IDOT because the Village of Mundelein Zoning Code requires notification to surrounding property owners regarding the proposal. In this case, the proposed tower will be engineered to have a fall zone of 55' so that in the case of a catastrophic event, this tower will not impact the IDOT ROW that is located approximately 90' to the west of the proposed tower location. Nevertheless, the Mundelein Village Code, Section 20.48.040(QQ)(3)(a), Fall Zone Setback, requires that we provide property owner notification and seek your consent since the Canadian National property lies within 125% of the height of the tower.

Attached is a copy of the fall zone engineering letter and site plans of the cell tower. Below is an aerial that identifies the IDOT ROW with a green arrow and a blue arrow closely approximating the location of the proposed cell tower.

If the location of the proposed cell tower is acceptable, the Archdiocese of Chicago would respectfully ask that you print this correspondence, sign and notarize below and then e-mail the approval back to me. I should note that signing and notarizing is required under the Village of Mundelein Zoning Code.

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Signature

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

Thanks!

Matt

Matt Grant
773-818-0718
grant@insite-inc.com

From: Matthew Grant
Sent: Wednesday, July 10, 2024 8:17 AM
To: 'mike.cullian@illinois.gov' <mike.cullian@illinois.gov>
Cc: Michael Howley <howley@insite-inc.com>
Subject: RE: [External] Tower Development Notification & Approval Letter - IDOT Adjacent Property Mundelein, IL - VZW: RT 45 & 176
Importance: High

Good morning Mike,

Please advise if any feedback can be provided or if we should reach out to a different IDOT point of contact. Any update for reporting purposes as this is on the 2024 build plan and the Village of Mundelein is inquiring accordingly would be most helpful:

DRA Properties, LLC ("DRA") has entered a lease agreement with The Catholic Bishop of Chicago, an Illinois corporation sole ("Archdiocese of Chicago") to construct a 145' monopine style antenna facility tower to be located on the University of St. Mary of the Lake campus at 300 Principal Avenue, Mundelein, IL 60060. The purpose of the tower is to accommodate the relocation of Verizon Wireless antennas from the existing Archdiocese water tower that is in process of being torn down. A new tower is necessary for Verizon Wireless to locate its antennas so that it can continue providing Mundelein with cutting edge wireless voice and data service.

Nature of Request

The Archdiocese of Chicago is contacting IDOT because the Village of Mundelein Zoning Code requires notification to surrounding property owners regarding the proposal. In this case, the proposed tower will be engineered to have a fall zone of 55' so that in the case of a catastrophic event, this tower will not impact the IDOT ROW that is located approximately 90' to the west of the proposed tower location. Nevertheless, the Mundelein Village Code, Section 20.48.040(QQ)(3)(a), Fall Zone Setback, requires that we provide property owner notification and seek your consent since the Canadian National property lies within 125% of the height of the tower.

Attached is a copy of the fall zone engineering letter and site plans of the cell tower. Below is an aerial that identifies the IDOT ROW with a green arrow and a blue arrow closely approximating the location of the proposed cell tower.

If the location of the proposed cell tower is acceptable, the Archdiocese of Chicago would respectfully ask that you print this correspondence, sign and notarize below and then e-mail the approval back to me. I should note that signing and notarizing is required under the Village of Mundelein Zoning Code.

 A screenshot of a map Description automatically generated

Signature

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

Thanks!

Matt

Matt Grant
773-818-0718
grant@insite-inc.com

From: Matthew Grant

Sent: Tuesday, July 2, 2024 2:02 PM

To: 'mike.cullian@illinois.gov' <mike.cullian@illinois.gov>

Cc: Michael Howley <howley@insite-inc.com>

Subject: RE: [External] Tower Development Notification & Approval Letter - IDOT Adjacent Property Mundelein, IL - VZW: RT 45 & 176

Importance: High

Mike,

Quick follow up to the below emails – please be advised that we just received the Canadian National consent for the tower development, so all that is pending is the IDOT feedback. Can any status update be provided as it pertains to IDOT's review? The Village would like to wrap up our zoning and permitting approvals but cannot do so without IDOT feedback.

Any feedback is most appreciated.

Thanks!

Matt

Matt Grant

773-818-0718

grant@insite-inc.com

From: Matthew Grant

Sent: Friday, June 28, 2024 11:54 AM

To: mike.cullian@illinois.gov

Cc: Michael Howley <howley@insite-inc.com>

Subject: RE: [External] Tower Development Notification & Approval Letter - IDOT Adjacent Property Mundelein, IL - VZW: RT 45 & 176

Importance: High

Hi Mike,

Pursuant to the voicemail that I left for you, I am following up to the below emails as Verizon has funding for their build plan tied to this project. Also, the Village is asking for updates so they can proceed with finalizing our zoning approval. Lastly, the other ROW that is impacted is with Canadian National railroad and they are near providing an approval to get their consent memorialized given that their ROW is impacted in the same manner.

We are available at any time to discuss further if needed but any feedback is most appreciated:

DRA Properties, LLC ("DRA") has entered a lease agreement with The Catholic Bishop of Chicago, an Illinois corporation sole ("Archdiocese of Chicago") to construct a 145' monopine style antenna facility tower to be located on the University of St. Mary of the Lake campus at 300 Principal Avenue, Mundelein, IL 60060. The purpose of the tower is to accommodate the relocation of Verizon Wireless antennas from the existing Archdiocese water tower that is in process of being torn down. A new tower is necessary for Verizon Wireless to locate its antennas so that it can continue providing Mundelein with cutting edge wireless voice and data service.

Nature of Request

The Archdiocese of Chicago is contacting IDOT because the Village of Mundelein Zoning Code requires notification to surrounding property owners regarding the proposal. In this case, the proposed tower will be engineered to have a fall zone of 55' so that in the case of a catastrophic event, this tower will not impact the IDOT ROW that is located approximately 90' to the west of the proposed tower location. Nevertheless, the Mundelein Village Code, Section 20.48.040(QQ)(3)(a), Fall Zone Setback, requires that we provide property owner notification and seek your consent since the Canadian National property lies within 125% of the height of the tower.

Attached is a copy of the fall zone engineering letter and site plans of the cell tower. Below is an aerial that identifies the IDOT ROW with a green arrow and a blue arrow closely approximating the location of the proposed cell tower.

If the location of the proposed cell tower is acceptable, the Archdiocese of Chicago would respectfully ask that you print this correspondence, sign and notarize below and then e-mail the approval back to me. I should note that signing and notarizing is required under the Village of Mundelein Zoning Code.

A screenshot of a map Description automatically generated

Signature

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

Thanks!

Matt

Matt Grant
773-818-0718
grant@insite-inc.com

From: Matthew Grant
Sent: Thursday, June 20, 2024 8:29 AM

To: 'mike.cullian@illinois.gov' <mike.cullian@illinois.gov>

Cc: Michael Howley <howley@insite-inc.com>

Subject: RE: [External] Tower Development Notification & Approval Letter - IDOT Adjacent Property Mundelein, IL - VZW: RT 45 & 176

Hi Mike,

Good morning – just a friendly follow up as we need to update the Village on our application. Any feedback or status update would be most appreciated per your review of the below emails & engineering documents:

DRA Properties, LLC (“DRA”) has entered a lease agreement with The Catholic Bishop of Chicago, an Illinois corporation sole (“Archdiocese of Chicago”) to construct a 145’ monopine style antenna facility tower to be located on the University of St. Mary of the Lake campus at 300 Principal Avenue, Mundelein, IL 60060. The purpose of the tower is to accommodate the relocation of Verizon Wireless antennas from the existing Archdiocese water tower that is in process of being torn down. A new tower is necessary for Verizon Wireless to locate its antennas so that it can continue providing Mundelein with cutting edge wireless voice and data service.

Nature of Request

The Archdiocese of Chicago is contacting IDOT because the Village of Mundelein Zoning Code requires notification to surrounding property owners regarding the proposal. In this case, the proposed tower will be engineered to have a fall zone of 55’ so that in the case of a catastrophic event, this tower will not impact the IDOT ROW that is located approximately 90’ to the west of the proposed tower location. Nevertheless, the Mundelein Village Code, Section 20.48.040(QQ)(3)(a), Fall Zone Setback, requires that we provide property owner notification and seek your consent since the Canadian National property lies within 125% of the height of the tower.

Attached is a copy of the fall zone engineering letter and site plans of the cell tower. Below is an aerial that identifies the IDOT ROW with a green arrow and a blue arrow closely approximating the location of the proposed cell tower.

If the location of the proposed cell tower is acceptable, the Archdiocese of Chicago would respectfully ask that you print this correspondence, sign and notarize below and then e-mail the approval back to me. I should note that signing and notarizing is required under the Village of Mundelein Zoning Code.

 A screenshot of a map Description automatically generated

Signature

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

Thanks!

Matt

Matt Grant
773-818-0718
grant@insite-inc.com

From: Matthew Grant
Sent: Monday, June 10, 2024 1:50 PM
To: mike.cullian@illinois.gov
Cc: Michael Howley <howley@insite-inc.com>
Subject: RE: [External] Tower Development Notification & Approval Letter - IDOT Adjacent Property Mundelein, IL - VZW: RT 45 & 176

Good afternoon Mike,

Please kindly advise if any feedback can be provided per our recent conversation and the below emails. Resending below for reference and the attachments are included on this email as well. Any insight is most appreciated in order to keep this moving forward:

DRA Properties, LLC ("DRA") has entered a lease agreement with The Catholic Bishop of Chicago, an Illinois corporation sole ("Archdiocese of Chicago") to construct a 145' monopine style antenna facility tower to be located on the University of St. Mary of the Lake campus at 300 Principal Avenue, Mundelein, IL 60060. The purpose of the tower is to accommodate the relocation of Verizon Wireless antennas from the existing Archdiocese water tower that is in process of being torn down. A new tower is necessary for Verizon Wireless to locate its antennas so that it can continue providing Mundelein with cutting edge wireless voice and data service.

Nature of Request

The Archdiocese of Chicago is contacting IDOT because the Village of Mundelein Zoning Code requires notification to surrounding property owners regarding the proposal. In this case, the proposed tower will be engineered to have a fall zone of 55' so that in the case of a catastrophic event, this tower will not impact the IDOT ROW that is located approximately 90' to the west of the proposed tower location. Nevertheless, the Mundelein Village Code, Section 20.48.040(QQ)(3)(a), Fall Zone Setback, requires that we provide property owner notification and seek your consent since the Canadian National property lies within 125% of the height of the tower.

Attached is a copy of the fall zone engineering letter and site plans of the cell tower. Below is an aerial that identifies the IDOT ROW with a green arrow and a blue arrow closely approximating the location of the proposed cell tower.

If the location of the proposed cell tower is acceptable, the Archdiocese of Chicago would respectfully ask that you print this correspondence, sign and notarize below and then e-mail the approval back to me. I should note that signing and notarizing is required under the Village of Mundelein Zoning Code.

 A screenshot of a map Description automatically generated

Signature

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

Thanks!

Matt

Matt Grant
773-818-0718
grant@insite-inc.com

From: Matthew Grant
Sent: Thursday, May 30, 2024 2:28 PM
To: mike.cullian@illinois.gov
Cc: Michael Howley <howley@insite-inc.com>
Subject: RE: [External] Tower Development Notification & Approval Letter - IDOT Adjacent Property Mundelein, IL - VZW: RT 45 & 176

Hi Mike,

Good afternoon – just a friendly follow up to the below email and our conversation last week to see if any feedback can be confirmed at the moment. If anything further is needed please let me know and I

will provide it right away:

DRA Properties, LLC ("DRA") has entered a lease agreement with The Catholic Bishop of Chicago, an Illinois corporation sole ("Archdiocese of Chicago") to construct a 145' monopine style antenna facility tower to be located on the University of St. Mary of the Lake campus at 300 Principal Avenue, Mundelein, IL 60060. The purpose of the tower is to accommodate the relocation of Verizon Wireless antennas from the existing Archdiocese water tower that is in process of being torn down. A new tower is necessary for Verizon Wireless to locate its antennas so that it can continue providing Mundelein with cutting edge wireless voice and data service.

Nature of Request

The Archdiocese of Chicago is contacting IDOT because the Village of Mundelein Zoning Code requires notification to surrounding property owners regarding the proposal. In this case, the proposed tower will be engineered to have a fall zone of 55' so that in the case of a catastrophic event, this tower will not impact the IDOT ROW that is located approximately 90' to the west of the proposed tower location. Nevertheless, the Mundelein Village Code, Section 20.48.040(QQ)(3)(a), Fall Zone Setback, requires that we provide property owner notification and seek your consent since the Canadian National property lies within 125% of the height of the tower.

Attached is a copy of the fall zone engineering letter and site plans of the cell tower. Below is an aerial that identifies the IDOT ROW with a green arrow and a blue arrow closely approximating the location of the proposed cell tower.

If the location of the proposed cell tower is acceptable, the Archdiocese of Chicago would respectfully ask that you print this correspondence, sign and notarize below and then e-mail the approval back to me. I should note that signing and notarizing is required under the Village of Mundelein Zoning Code.

 A screenshot of a map Description automatically generated

Signature

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

Thanks!

Matt

Matt Grant
773-818-0718
grant@insite-inc.com

From: Matthew Grant
Sent: Wednesday, May 22, 2024 3:06 PM
To: mike.cullian@illinois.gov
Cc: Michael Howley <howley@insite-inc.com>
Subject: RE: [External] Tower Development Notification & Approval Letter - IDOT Adjacent Property Mundelein, IL - VZW: RT 45 & 176

Hi Mike,

Thank you again for your time this afternoon to discuss the proposed tower in Mundelein, IL. As discussed, please kindly see below for review and attached Tower Drawings & Certified Fall Letter. If any further information is needed please let me know and I will provide it right away:

DRA Properties, LLC ("DRA") has entered a lease agreement with The Catholic Bishop of Chicago, an Illinois corporation sole ("Archdiocese of Chicago") to construct a 145' monopine style antenna facility tower to be located on the University of St. Mary of the Lake campus at 300 Principal Avenue, Mundelein, IL 60060. The purpose of the tower is to accommodate the relocation of Verizon Wireless antennas from the existing Archdiocese water tower that is in process of being torn down. A new tower is necessary for Verizon Wireless to locate its antennas so that it can continue providing Mundelein with cutting edge wireless voice and data service.

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 A screenshot of a map Description automatically generated

Signature

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

Thanks!

Matt

Matt Grant
773-818-0718
grant@insite-inc.com

From: Pence, Paul L. <Paul.Pence@Illinois.gov>
Sent: Wednesday, May 22, 2024 11:15 AM
To: Matthew Grant <grant@insite-inc.com>
Cc: Michael Howley <howley@insite-inc.com>; Schilling, Jennifer L. <Jennifer.L.Schilling@illinois.gov>
Subject: RE: [External] Tower Development Notification & Approval Letter - IDOT Adjacent Property Mundelein, IL - VZW: RT 45 & 176

Matt,
You are correct, this is unique alright. Interestingly enough, in my private engineering days, my engineering firm (Devery Engineering) designed and oversaw the construction of the sanitary sewer treatment plant and I believe even the water tower as well for the University.

This unique notification and approval is outside of my main line utilities responsibilities for the Department, and I believe this would fall under the Bureau of Land Acquisition. Mike Cullian manages all properties owned by the Department, please contact him and he would be able to give you better direction.

Michael Cullian
Relocation / Property Mgmt Section Chief
Illinois Department of Transportation
201 West Center Court
Schaumburg, IL 60196-1096
847 / 705-4280

847 / 705-4218 (fax)
mike.cullian@illinois.gov

I hope this helps,

Sincerely,

Paul L. Pence

**Area Utilities Coordinator
Lake and McHenry Counties
Illinois Department of Transportation
Region 1/District 1/ Bureau of Design
201 W. Center Ct.
Schaumburg, IL 60196
(O) 847-705-4436 (M) 847-721-1425
Paul.Pence@Illinois.gov**

 Please consider the environment before printing this email

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

From: Matthew Grant <grant@insite-inc.com>
Sent: Thursday, May 16, 2024 2:38 PM
To: Pence, Paul L. <Paul.Pence@Illinois.gov>
Cc: Michael Howley <howley@insite-inc.com>
Subject: [External] Tower Development Notification & Approval Letter - IDOT Adjacent Property Mundelein, IL - VZW: RT 45 & 176

Hi Paul,

Good afternoon – I reached out to Jen Schilling regarding a unique notification and approval that the Archdiocese of Chicago needs for a tower construction in Mundelein, IL. After speaking with Jen it was confirmed that this would be under your area coordination, please kindly see below and contact me with any questions or concerns:

DRA Properties, LLC (“DRA”) has entered a lease agreement with The Catholic Bishop of Chicago, an Illinois corporation sole (“Archdiocese of Chicago”) to construct a 145’ monopine style antenna facility tower to be located on the University of St. Mary of the Lake campus at 300 Principal Avenue, Mundelein, IL 60060. The purpose of the tower is to accommodate the relocation of Verizon Wireless antennas from the existing Archdiocese water tower that is in process of being torn down. A new tower is necessary for Verizon Wireless to locate its antennas so that it can continue providing Mundelein with cutting edge wireless voice and data service.

Nature of Request

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A screenshot of a map Description automatically generated

Signature

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

If any further information is needed please let me know and I will provide it right away.

Thanks!

Matt

Matt Grant

A close up of a logo Description automatically generated

WE MOVED! New Suite #, 308, as of 3/25/24.

1S660 Midwest Road

Suite 308
Oakbrook Terrace, IL 60181
Mobile: (773) 818-0718
Email: grant@insite-inc.com

From: Jessica Marvin <jmarvin@mundelein.org>
Sent: Tuesday, May 14, 2024 10:03 AM
To: Michael Howley <howley@insite-inc.com>
Cc: Colleen Malec <cmalec@mundelein.org>; Erin Swanson <eswanson@mundelein.org>; Jim Heinen <jheinen@USML.EDU>
Subject: RE: EXTERNAL -DRA Properties Permanent Tower at St. Mary of the Lake RE: Visual of Proposed Fence

Hello Mike,

I spoke with my director last week, and she said that the style and material of the proposed fence are permitted. Additionally, you will still need to adhere to the landscaping requirements (Section 20.48.040(QQ)(6)). In a previous phone call, you mentioned what if IDOT and CN don't respond to your emails or phone calls about the proposed wireless telecommunications facility and tower. Can you please provide your attempts to reach out to those companies? If you are not getting responses from those companies, I will work with the Director of Public Works and Engineering and reach out to our contacts at IDOT and CN. After multiple attempts to contact IDOT and CN with no response, staff would recommend applying for a variation to that specific section of the code. Please contact me with any further questions at (847) 949-3247.

Thank you,
Jessica Marvin

Jessica Marvin | Associate Planner
Community Development
300 Plaza Circle, Mundelein, IL 60060
P 847-949-3247 | F 847-949-0143
jmarvin@mundelein.org

To: Commission Members

From: Colleen Malec, Senior Planner

For: Planning and Zoning Commission Meeting of May 7, 2025

Subject: Public Hearing - PZC2025-0015 - 1 Carmel Pkwy - International Student Housing

Attachments:

1. Certificate of Publication
2. Petitioner's Packet
3. Public Commentary as of 5-2-2025 (12:00 PM)

Background:

Background

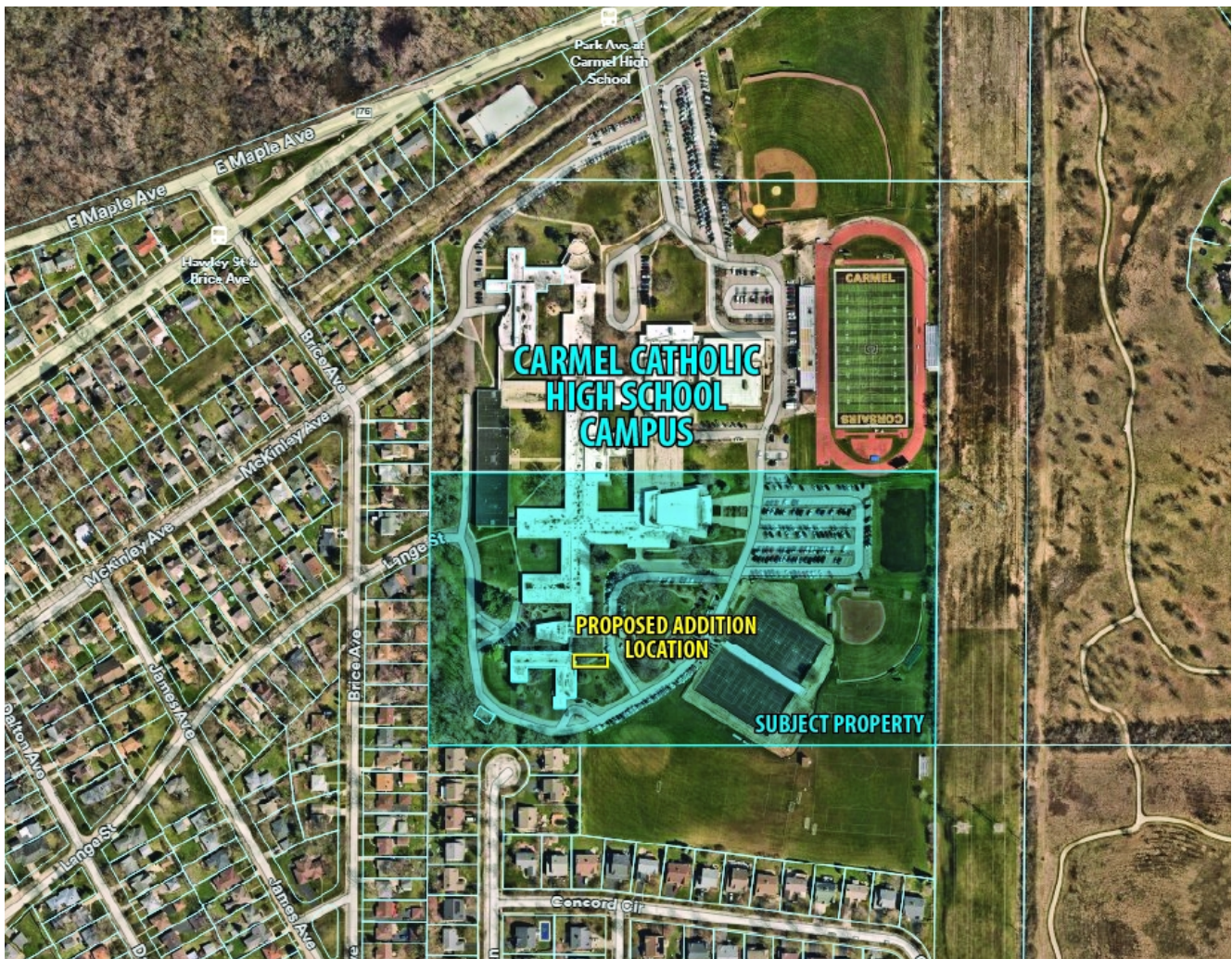
In October 2024, Carmel Catholic High School approached the Village to inquire whether student housing would require zoning relief, as they are currently exploring options and the feasibility of housing their international students on-site. The international students are from the Amerigo Education program, which partners with high schools in North America to offer university preparation programs, accommodation options, and support services. Currently those students are housed off-site in Vernon Hills.

Carmel indicated that they were evaluating the south end of the building (the administrative offices), which historically contained on-site housing for school staff. Those dormitory-style residences were converted into administrative offices a number of decades ago, so the residential use is considered abandoned and no longer grandfathered in.

After further evaluation, Carmel found that converting the offices back into residences presents a variety of modern-day code and cost issues, so they are instead exploring the possibility of constructing a two-story wing on the east side of the administrative area for the international student housing.

NOTE: Carmel is not affiliated with either University of St. Mary of the Lakes (Mundelein Seminary) nor Marytown (National Shrine of St. Maximilian Kolbe), so housing students on either of those properties is not an option for them.

Figure 1: Location of Proposed International Student Housing Addition



Variation Requested

The applicant has requested a use variation to allow a residential use (student housing) in the Institutional zoning district. The district's use table does not list any residential uses as permitted by-right, as the Institutional district is meant to accommodate uses such as schools, governmental facilities, park district land, and libraries.

While student housing on educational properties is not unheard of (such as the dormitories at the University of St. Mary of the Lake), the code does not consider student housing to be standard enough to be permitted by-right. Staff consulted the Village's legal counsel, who also confirmed that a variation from the use table is required (*Table 20.44-1 of Section 20.44.020*).

Project Details

See **page 15** of the Petitioner's Packet for the site plan, and **page 28** for the operational details. A

brief overview of the proposed project:

- A **two-story building addition** is proposed on the east side of the current administrative wing, which is on the south side of the Carmel campus. The height would mirror the height of the administrative building (also two stories).
- Each floor is proposed to contain **student bedrooms, a shared bathroom, laundry, and a resident assistant (RA)**. The floors will be divided by gender.
- The site plan indicates the **potential range for the scale of the project (32-56 students)**. The area labeled “Protected Area for Future 2-Story Wing” indicates where the building would be extended if the size were expanded (either immediately during phase one or in the future). They are seeking land use approval for this general layout, understanding that major deviations would require a new application.
- Architecture to **mirror style and building materials** used throughout campus.
- **Supervision for students** is provided by Amerigo Education. Amerigo will supply a Resident Assistant (RA) on each floor as well as one additional RA. They stay overnight with the students and stay on campus as their main residence. The RA’s each have their own kitchenette and bedroom/bathroom.
- The proposed addition is approximately **180 feet from the closest single-family residence** south of Carmel.

Figure 2: Excerpt from Petitioner’s Packet – Proposed Site Plan

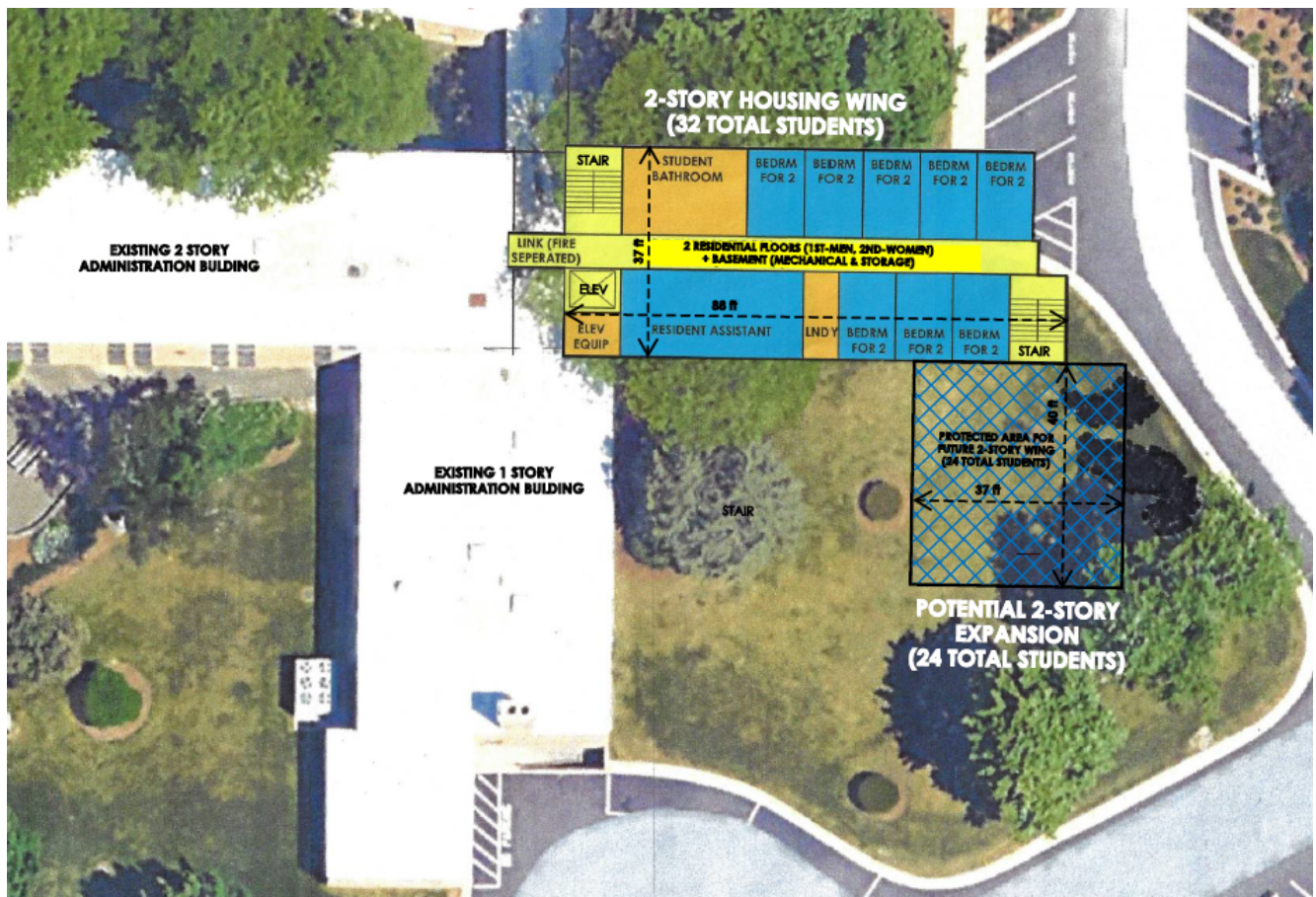


Figure 3: Approximate Location of Addition from Ground Level (View from Driveway to the Southeast)



Staff Comments

No comments were received by Staff.

Public Comments

Written commentary received from the public (at the time of writing this staff report) is attached for the Planning and Zoning Commission's review. Any further public commentary will be forwarded to the PZC separately.

Comprehensive Plan

Relevant excerpts from the Comprehensive Plan to provide guidance:

- **Future Land Use Plan:**
 - The Future Land Use Map designates this property under the “**Public/Semi-Public/Utilities**” category.
- **Residential Chapter:**
 - Preserve and enhance the **residential character** of the Village.
 - Protect residential areas from **encroachment by incompatible land uses** and the adverse impacts of adjacent non-residential activities through implementation of the Future Land Use Plan and the strict enforcement of buffering, landscaping, screening, and lighting requirements of adjacent non-residential properties.
 - Continue to expand **high quality housing options** that provide for all existing and future members of the community.
 - Meet the **current and future housing needs of the community** through residential development and redevelopment of a variety of housing types.
 - **Promote blended developments**, where the residential and commercial uses work together, in appropriate locations within the Village, including the Downtown/TOD area, and in the mixed-use area adjacent to Diamond Lake. Siting and character is important for success in these areas.
- **Community Facilities and Village Services Chapter:**
 - Continue to evolve the delivery of services within the Village to be in alignment with the **changing needs of constituents**.
 - Work with others to seek **appropriate locations to improve and expand specialized facilities and services** for senior citizens, youths, and disadvantaged populations.
 - **Work with school districts** to ensure school facilities are well landscaped, integrated into neighborhoods, and have multimodal connections where appropriate.

Analysis

Staff remains neutral about the proposed use as presented and encourages the Planning and Zoning Commission to evaluate the *Standards for Granting a Variation*, the Petitioner's testimony, and any public testimony.

Regarding the level of detail presented by the Petitioner, Staff understands that Carmel Catholic

High School is seeking formal approval of the overall land use before committing significant resources to detailed building and program design. At this stage, they have provided the level of detail they are willing to commit to, knowing that cost and structural requirements may also dictate the final design. It is not uncommon for property owners to pursue land use entitlement prior to fully developing project plans, given the substantial cost of engaging architects, engineers, and other professionals. It will be the Village's discretion to strike a balance between requiring sufficient detail to evaluate and consider approving the proposed land use, and recognizing the cost and effort involved for Carmel Catholic High School to develop that detail—particularly given the uncertainty around whether the use is even acceptable in principle.

Due to the preliminary nature of the plans, staff recommends the inclusion of conditions requiring that: A) the final architectural plan must come back to the Village Board for approval; and B) the final plans must be in substantial conformance with the site plan presented in the Petitioner's packet (major deviations necessitating a new public hearing).

Recommendation:

Recommendation

Staff provides the following motion and potential conditions for the Planning and Zoning Commission's consideration:

1. Motion to recommend **approval/denial** of a variation to **Table 20.44-1 of Section 20.44.020** to permit a residential use (student housing) in the Institutional zoning district at 1 Carmel Parkway (Carmel Catholic High School).

Recommended Conditions:

- The final architecture plan must be submitted to the Village Board for approval.
- Final plans must be in substantial conformance with the site plan enclosed in the Petitioner's Packet.
- Other options that could be addressed if necessary:
 - Maximum capacity (number of bedrooms or number of students)
 - Bulk and location (building height, location on the lot, footprint size)
 - Screening and landscaping
 - Operational details

CCM

NOTICE OF HEARING BEFORE THE
VILLAGE OF MUNDELEIN PLANNING & ZONING
COMMISSION

NOTICE IS HEREBY GIVEN that on May 7, 2025, at the hour of 7:00 p.m., there will be a public hearing before the Village of Mundelein Planning and Zoning Commission at the Mundelein Village Hall, 300 Plaza Circle, Mundelein, Illinois, concerning a petition by Carmel Catholic High School. The petition requests a Variation from Table 20.44-1 of Section 20.44.020 to permit a residential use (student housing) in the I (Institutional) Zoning District at 1 Carmel Parkway, Mundelein, Illinois 60060 (PIN: 11-19-400-038) in accordance with the application on file with the Village of Mundelein.

If you cannot attend the meeting in-person and you wish to submit a question or comment to be provided to the Planning and Zoning Commission, please email your full name and your question or comment to planning@mundelein.org. Please put "Public Commentary" in the subject line. Comments received during the meeting, but after the public commentary portion has ended, will be provided to the Commission Members after the meeting.

CASE NO.: PZ2025-0015

The name and address of the Petitioner:

Carmel Catholic High School
1 Carmel Parkway
Mundelein, Illinois 60060

This Notice is an invitation to all interested persons to submit oral or written testimony or other evidence concerning the above case to the Village of Mundelein Planning and Zoning Commission to planning@mundelein.org. Comments received by 5:00 p.m. CT on April 30, 2025, will be included in the meeting agenda packet. Comments received after this date will be provided to the Commissioners on the day of the public hearing. Persons with questions are encouraged to call the Village of Mundelein at (847) 949 3282.

The Planning and Zoning Commission's actions are not final for this case. The Planning and Zoning Commission will forward its findings and recommendations to the Village Board of Trustees for final consideration and action.

Dated at Mundelein, Illinois, this 22nd day of April, 2025.

Terry Roswick /s/
Chairman

Planning and Zoning Commission

Published in Daily Herald April 22, 2025 (287805)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

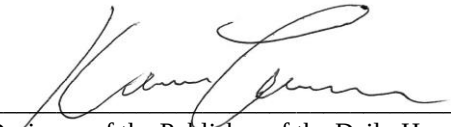
Lake County Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Lake County DAILY HERALD**. That said **Lake County DAILY HERALD** is a secular newspaper, published in Libertyville, Lake County, State of Illinois, and has been in general circulation daily throughout Lake County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Lake County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 04/22/2025

in said **Lake County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY


Designee of the Publisher of the Daily Herald

Control # 287805 *LAKE*



INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

PROPERTY INFORMATION

Address 1 Carmel Parkway, Mundelein, IL 60060
Property Index Numbers (PIN) 11194000038

Size of Property 2,125,820.77 sf or 48.802 acres (sq. ft./acres)
Size of Building Space 3,100 sf footprint (sq. ft.)
Size of Space Utilized 2 story building at 3,100 sf per floor (6,200 habitable sf + 3,100 sf basement)...

ZONING

Current Zoning Institutional
Proposed Zoning Institutional
Current Use Educational
Proposed Use Educational and Residential

PETITIONER INFORMATION

Business/Org. Name Carmel Catholic High School
Name Bradley K. Bonham
Title President
Address 1 Carmel Parkway
City, State, Zip Mundelein, IL 60060
Phone 847-566-3000
Email bbonham@carmelhs.org

PROPERTY OWNER INFORMATION

Business/Org. Name Sisters of Charity, BVM
Name LaDonna Manternach, BVM
Title President
Address 1100 Carmel Drive
City, State, Zip Dubuque, IA 52003
Phone 563-588-2351
Email lmanternach@bvmsisters.org

Petitioner Status: ☐ Owner ☒ Lessee ☐ Contract Purchaser

SECTION OF ZONING ORDINANCE: 20.16.030

DESCRIPTION OF PROPOSED ZONING VARIATION *(Attach additional pages, if necessary)*

Petitioner seeks a variation from the Institutional Zoning to allow residential use
for a new 2-story, 6000 square foot construction project for the purposes of housing
International students and domestic students for boarding at Carmel Catholic High School.
The building will be connected to the existing structure.

Parcel 1119400038

Parcel Address 1 Carmel Parkway Mundelein, IL

Owner: Sisters of Charity of the Blessed Virgin Mary

Zoning I institutional

Description – South end of campus 17.21 acres

ADDITIONAL PARCELS

Parcel 1119400040

Parcel Address 0 Carmel Parkway Mundelein, IL

Owner: Carmel Catholic High School

Zoning I institutional

Description - Land and Building - Previously BVM Convent Currently School offices
.23 acres

Parcel 1119400039

Parcel Address 0 Carmel Parkway Mundelein, IL

Owner: Carmel Catholic High School

Zoning I institutional

Description : Maintenance Garage on South of campus .02 acres

Parcel 1119400042

Parcel Address 1 Carmel Parkway Mundelein, IL

Owner: Carmelite Fathers

Zoning I institutional

Description – North end of campus 17.85 acres

Parcel 1119400041

Parcel Address 999 McKinley Ave. Mundelein, IL

Owner: Carmel Catholic High School

Zoning I institutional

Description – North end of campus .35 acres Fine Arts building

Parcel 1130200008

Parcel 0 Wilcox Street Mundelein, IL

Owner: Carmel Catholic High School

Zoning I institutional

Description –South end of campus 4.99 acres Athletic fields

please see attached

STANDARDS FOR GRANTING A VARIATION

In evaluating the proposed variation, the Zoning Administrator, Planning and Zoning Commission and Village Board will make findings based on the standards imposed by Section 20.16.020 of the Zoning Ordinance. **Please provide a detailed response to each of the following criteria** (*attach additional pages, if necessary*):

- a. The strict application of the terms of this Ordinance will result in undue hardship.
- b. The plight of the owner is due to unique circumstances.
- c. The variation, if granted, will not alter the essential character of the locality

The Zoning Administrator, Planning and Zoning Commission, and Village Board, in making its findings, may further inquire into the following evidentiary issues, as well as any others deemed appropriate. **Please provide a detailed response to each of the following criteria** (*attach additional pages, if necessary*):

- a. The particular physical surroundings, shape, or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of regulations were to be carried out.
- b. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.
- c. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.
- d. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.
- e. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.
- f. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

STANDARDS FOR GRANTING A VARIATION

In evaluating the proposed variation, the Zoning Administrator, Planning and Zoning Commission and Village Board will make findings based on the standards imposed by Section 20.16.020 of the Zoning Ordinance. **Please provide a detailed response to each of the following criteria** (*attach additional pages, if necessary*):

- a. The strict application of the terms of this Ordinance will result in undue hardship.

The Mission of Carmel Catholic includes educating international students. Having a vibrant international population plays a vital role in enhancing the diversity and global perspective within the school community, ultimately enriching the educational experience for all students. However, the rising housing costs for international students, through the partnership with Amerigo, have created significant financial barriers. These increased costs are discouraging many families from choosing Carmel, leading to a decline in, and likely a complete loss of, the international student population.

To maintain and strengthen the school's mission of offering an inclusive and global education, it is crucial to address these housing challenges. Carmel could offer more affordable housing solutions by adding a residential unit to the existing school. Amerigo has expressed that this could make a very positive difference. Rather than limiting the educational experience for our students, it is our desire to enhance the quality of their education through the addition of student housing.

- b. The plight of the owner is due to unique circumstances.

Without the residential units, the international program will be lost to Carmel. Addressing these housing issues will not only sustain the international program but also reinforce the school's commitment to providing an enriching, diverse education to all its students, thereby keeping with our Mission of education for all.

- c. The variation, if granted, will not alter the essential character of the locality

The requested variation will not alter the essential character of the locality. We would only be adding to the existing structure, keeping design and materials consistent with the current buildings.

The Zoning Administrator, Planning and Zoning Commission, and Village Board, in making its findings, may further inquire into the following evidentiary issues, as well as any others deemed appropriate. **Please provide a detailed response to each of the following criteria** (*attach additional pages, if necessary*):

- a. The particular physical surroundings, shape, or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of regulations were to be carried out.

Our current school building cannot accommodate the space and structure to allow for this necessary housing, thereby creating a particular hardship if the strict letter of regulations were to be carried out.

- b. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.

The hardship has not been created by any person presently having a proprietary interest in the property. The hardship exists due to rising costs and economic changes in the world that are not in the control of the petitioner nor of Amerigo International.

c. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.

The granting of the variation will in no way be detrimental to the public welfare in the area of Carmel Catholic High School. Petitioner would address any concerns of the Village or the neighboring public. Petitioner is a member of Mundelein and values all members of the greater Mundelein community.

d. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.

Neither the current buildings nor the proposed construction would impair adequate light and air to adjacent property, increase congestion in the public streets, increase danger of fire, or endanger the public safety or impair property values.

e. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.

Yes, the approval of residential housing, thereby creating a use variance, would remain consistent with the spirit and intent of this Ordinance and Village land use policies. This use variance would add value to the permitted use granted us in the Institutional Zoning district for the purposes of education.

f. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

If the variation is denied, it will eliminate the ability to house international students, offer boarding to domestic students and other uses to include housing for summer camps. Denial of this variance application would negatively affect the broader mission and reach of Carmel Catholic High School.

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION

COUNTY OF LAKE)
)
STATE OF ILLINOIS)

I, Bradley K. Bonham, under oath, state that I am

_____ the sole)
_____ an) owner of the property
X _____ an authorized officer of the)

commonly described as (Address) 1 Carmel Parkway, Mundelein, IL 60060 and that such property is owned by
(Printed Name) Carmel Catholic High School as of this date. As owner of the property, I do

hereby authorize William Sturm (Printed Name or Not Applicable) to represent me in the following
Planning and Zoning Commission/Village Board matter, Petition for Zoning Variance

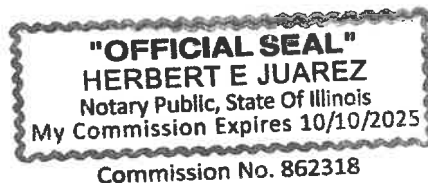
_____(Action).

Bradley K. Bonham
Signature

Subscribed and sworn to before me

this 26TH day of February, 2025

Notary Public Signature



SITE VISIT AUTHORIZATION

I hereby grant employees of the Village of Mundelein, their agents, and members of the Mundelein Planning and Zoning Commission permission to enter on the property located at the following address:

(Address) 1 Carmel Parkway, Mundelein, IL 60060

Visual inspection of the site shall be accomplished during reasonable hours to examine only those portions of the property relating to this application. This permission is granted in regards to the Mundelein Planning and Zoning Commission Petition for the above-cited property.

**If Owner or if Owner is a
Corporation or Partnership:**

LaDonna Manternach, BVM 2/26/2025
Signature of Owner Date

By LaDonna Manternach, BVM

President/Sisters of Charity, BVM

Title/Full Corporate Name

If Contract Purchaser:

Signature of Contract Purchaser Date

By _____

Title/Full Corporate Name

If Lessee (Corporate or Partnership):

Bradley K. Boham 2/27/25
Signature of Lessee Date

By Bradley K. Boham

President/Carmel Catholic High School

Title/Full Corporate Name

REQUIRED SIGNATURES

The undersigned states under oath that he/she/they are the **Legal Owner(s)** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature (Owner): LaDonna Manternach, BVM
Printed Name: LaDonna Manternach, BVM

Date: 2/26/2025
Title: President
Sisters of Charity, BVM

Signature (Owner): _____
Printed Name: _____

Date: _____
Title: _____

The undersigned states under oath that he/she/they are the **Contract Purchaser** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature Contract Purchaser: _____
Printed Name: _____

Date: _____
Title: _____

The undersigned states under oath that he/she/they are the **Lessee** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature Lessee: Bradley K. Bonham
Printed Name: Bradley K. Bonham

Date: 2/27/25
Title: President

AFFIDAVIT OF NOTIFICATION

(See Exhibit A)

COUNTY OF LAKE)
)
STATE OF ILLINOIS)

I, Brad Bonham, under oath, state that I am

_____ the sole)
_____ an) owner of the property
X _____ an authorized officer of the)

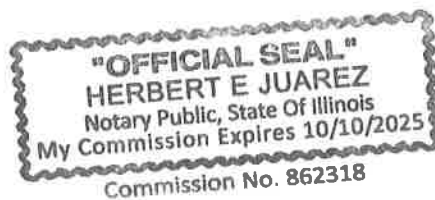
Hereby swear and affirm that in accordance with the provisions of Chapter 3.3 of the Zoning Ordinance, have notified by certified mail, return receipt requested, all property owners and taxpayers within two hundred and fifty (250) feet of the subject property, attached hereto as Exhibit A, on this 29th day of April, 2025

Bradley K. Bonham
Signature

Subscribed and sworn to before me

this 29th day of APRIL, 2025.

9/9
Notary Public



Variance Application Exhibit List

Carmel Catholic High School

1 Carmel Parkway

Mundelein, IL 60060

Exhibit A: Narrative/Historical Background Amerigo

Exhibit B: Plat of Survey

Exhibit C: Preliminary Site and Floor Plans with Utility Surveys/Information

Exhibit D: Photographs (Inside and Outside)

Exhibit A: Narrative/Historical Background Amerigo

Carmel Catholic High School has a long history of providing students with a transformative, college-preparatory education rooted in faith, service, and academic excellence. As part of this mission, the school has actively sought ways to enhance the student experience and prepare graduates for success in an increasingly global society.

In November 2018, Carmel Catholic entered into a partnership with Amerigo Education to launch an international student program. This initiative was designed to attract students from around the world who seek a high-quality education in the United States while enriching the learning environment for all Carmel Catholic students. Since its inception, the program has consistently enrolled between 35 and 45 students annually, with participants from countries such as Brazil, China, Kazakhstan, South Korea, Russia, Singapore, Taiwan, Mexico, Spain, Thailand, and Vietnam.

The presence of international students has brought significant benefits to the entire school community. Domestic students gain exposure to different cultures, perspectives, and global connections, better preparing them for the diverse and interconnected world they will encounter in college and beyond. International students, in turn, receive a top-tier education, benefit from immersion in American culture, and improve their pathway to higher education opportunities in the U.S.

This housing initiative aligns with Carmel Catholic's broader commitment to innovation and excellence, differentiating the school as a leader in providing a well-rounded, globally focused high school experience. The proposed variance request reflects the school's ongoing dedication to supporting students in an inclusive and enriching educational environment.

Exhibit B: Plat of Survey

ALTA/ACSM LAND TITLE SURVEY

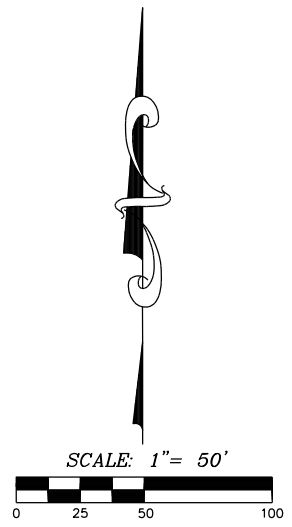
PARCEL A:
That part of the East Half of the Southeast Quarter (except the South 640 feet) and of the East 1.17 chains of the West Half of the Southeast Quarter (except the South 640 feet) lying Southerly of the Southerly line of that part thereof conveyed to the Chicago and Milwaukee Electric Railroad Company by deed dated November 2, 1904, and recorded November 4, 1904, as Document Number 97070) and also (except the East 210 feet measured at right angles to the East line of that part of the Southeast Quarter of Section 19, Township 44 North, Range 11 East of the Third Principal Meridian, lying South of the South right-of-way line of the Chicago North Shore and Milwaukee Railway Company) in Lake County, Illinois, recorded as Document Number 1242294 and also (except that part of the West Half of the Southeast Quarter of said Section 19 described as follows: Beginning at the Northeast corner of Lot 1 in FAIRHAVEN, being a Subdivision of Lots "D" and "E" of Mundelein Station Subdivision, recorded June 9, 1926, as Document Number 280478, in Book "D" of Plats, pages 68 and 69, in Lake County, Illinois; thence South, along the East line of said Lot 1, 184.02 feet to the Southeasterly corner thereof of said Lot 1 and its intersection with the Northwesterly line of McKinley Avenue; thence Northwesterly along the Northwesterly line of said McKinley Avenue, (extended Northeasterly) 45 feet; thence Northerly 162.29 feet, more or less, to the place of beginning of this exception), all in Lake County, Illinois.

PARCEL B:
The South 640 feet of the East Half of the Southeast Quarter (except the East 210 feet measured at right angles) and the South 640 feet of the East 1.17 chains of the West Half of the Southeast Quarter of Section 19, Township 44 North, Range 11 East of the Third Principal Meridian, all in Lake County, Illinois, recorded as Document Number 1242295.

PARCEL C:
That part of the Northwest Quarter of the Northeast Quarter of Section 30, Township 44 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 30; thence South 89°27'55" West along the North line of said Section 30, a distance of 210.01 feet to the West line of the East 210.00 feet of said Northeast Quarter of said Section 30; thence South 00°04'15" East along said West line of the East 210.00 feet, 312.10 feet; thence North 83°32'47" West, 839.07 feet; thence North 00°32'05" West, 210.00 feet to said North line of Section 30; thence North 89°27'55" East along said North line of Section 30, a distance of 835.36 feet to the point of beginning, in Lake County, Illinois.

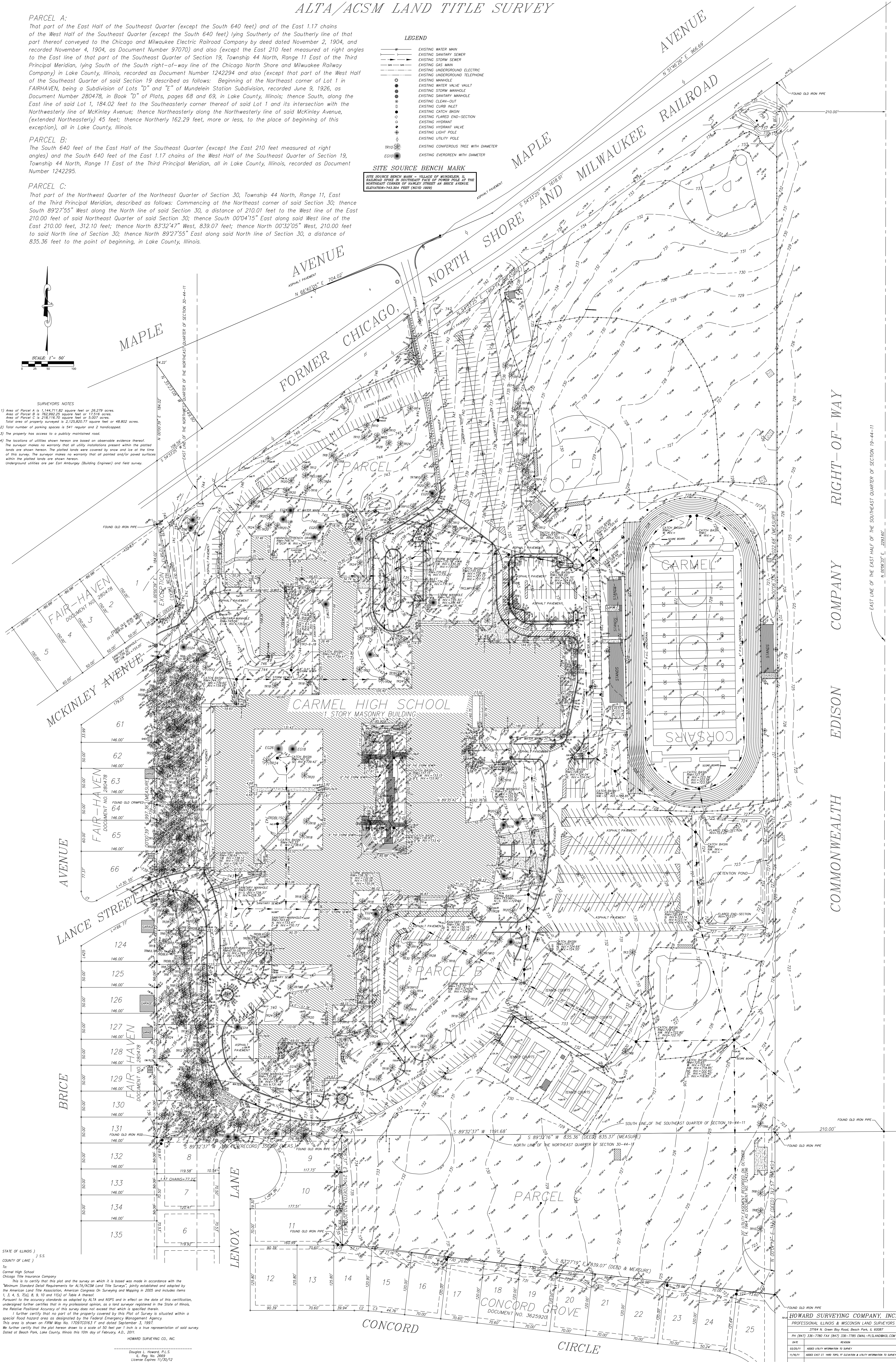
- LEGEND**
- EXISTING WATER MAIN
 - EXISTING SANITARY SEWER
 - EXISTING STORM SEWER
 - EXISTING GAS MAIN
 - EXISTING UNDERGROUND ELECTRIC
 - EXISTING UNDERGROUND TELEPHONE
 - EXISTING MANHOLE
 - EXISTING WATER VALVE VAULT
 - EXISTING STORM MANHOLE
 - EXISTING SANITARY MANHOLE
 - EXISTING CLEAN-OUT
 - EXISTING CURB INLET
 - EXISTING CATCH BASIN
 - EXISTING FLARED END-SECTION
 - EXISTING HYDRANT
 - EXISTING HYDRANT VALVE
 - EXISTING LIGHT POLE
 - EXISTING UTILITY POLE
 - EXISTING CONIFEROUS TREE WITH DIAMETER
 - EXISTING EVERGREEN WITH DIAMETER

SITE SOURCE BENCH MARK
SITE SOURCE BENCH MARK - VILLAGE OF MUNDELEIN, IL
RAILROAD SPIRE IN SOUTHWEST CORNER OF POWER POLE AT THE
NORTHEAST CORNER OF HANLEY STREET AND BRICE AVENUE.
ELEVATION 743.04 FEET (NGVD 1989)



SURVEYORS NOTES

- Area of Parcel A is 1,144,711.82 square feet or 26.279 acres.
Area of Parcel B is 762,992.25 square feet or 17.516 acres.
Area of Parcel C is 218,116.70 square feet or 5.007 acres.
Total area of property surveyed is 2,125,820.77 square feet or 48.802 acres.
- Total number of parking spaces is 541 regular and 2 handicapped.
- The property has access to a publicly maintained road.
- The locations of utilities shown herein are based on observable evidence thereof.
The surveyor makes no warranty that all utility installations present within the plotted lands are shown hereon. The plotted lands were covered by snow and ice at the time of this survey. The surveyor makes no warranty that all pointed and/or paved surfaces within the plotted lands are shown hereon.
Underground utilities are per Earl Amburgey (Building Engineer) and field survey.



STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)
I, Douglas L. Hoernig, P.L.S.,
Chicago Title Insurance Company
This is to certify that this plat and the survey on which it is based was made in accordance with the
"Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by the
American Land Title Association, American Congress On Surveying and Mapping in 2005 and includes items
1, 3, 4, 5, 7(a), 8, 9, 10 and 11(a) of Table A thereof.
I further certify that no part of the property covered by this Plat of Survey is situated within a
special flood hazard area as designated by the Federal Emergency Management Agency.
This area is shown on FEMA Map No. 17097C0163 P and dated September 3, 1997.
We further certify that the plat herein drawn to a scale of 50 feet per 1 inch is a true representation of said survey
dated at Beach Park, Lake County, Illinois this 10th day of February, A.D., 2011.

HOWARD SURVEYING CO., INC.

Douglas L. Hoernig, P.L.S.
A. Reg. No. 2669
License Expires 11/30/12

HOWARD SURVEYING COMPANY, INC.
PROFESSIONAL LAND & MASONRY SURVEYORS
37164 N. Green Bay Road, Beach Park, IL 60087
PH (847) 336-7780 FAX (847) 336-7785 EMAIL: PLS@HSCOM.COM
DATE: 02/02/11 REVISION:
ADDED UTILITY INFORMATION TO SURVEY
ADDED EAST CT. AND 100% FT. ELEVATION & UTILITY INFORMATION TO SURVEY

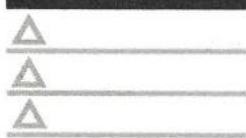
Exhibit C: Preliminary Site and Floor Plans with Utility Surveys/Information



Carmel Catholic High School - Student Housing
1 Carmel Parkway, Mundelein, Illinois 60060

DOCUMENT DATE:
2025-04-28
PROJECT NO:
m2024 CCHS SC

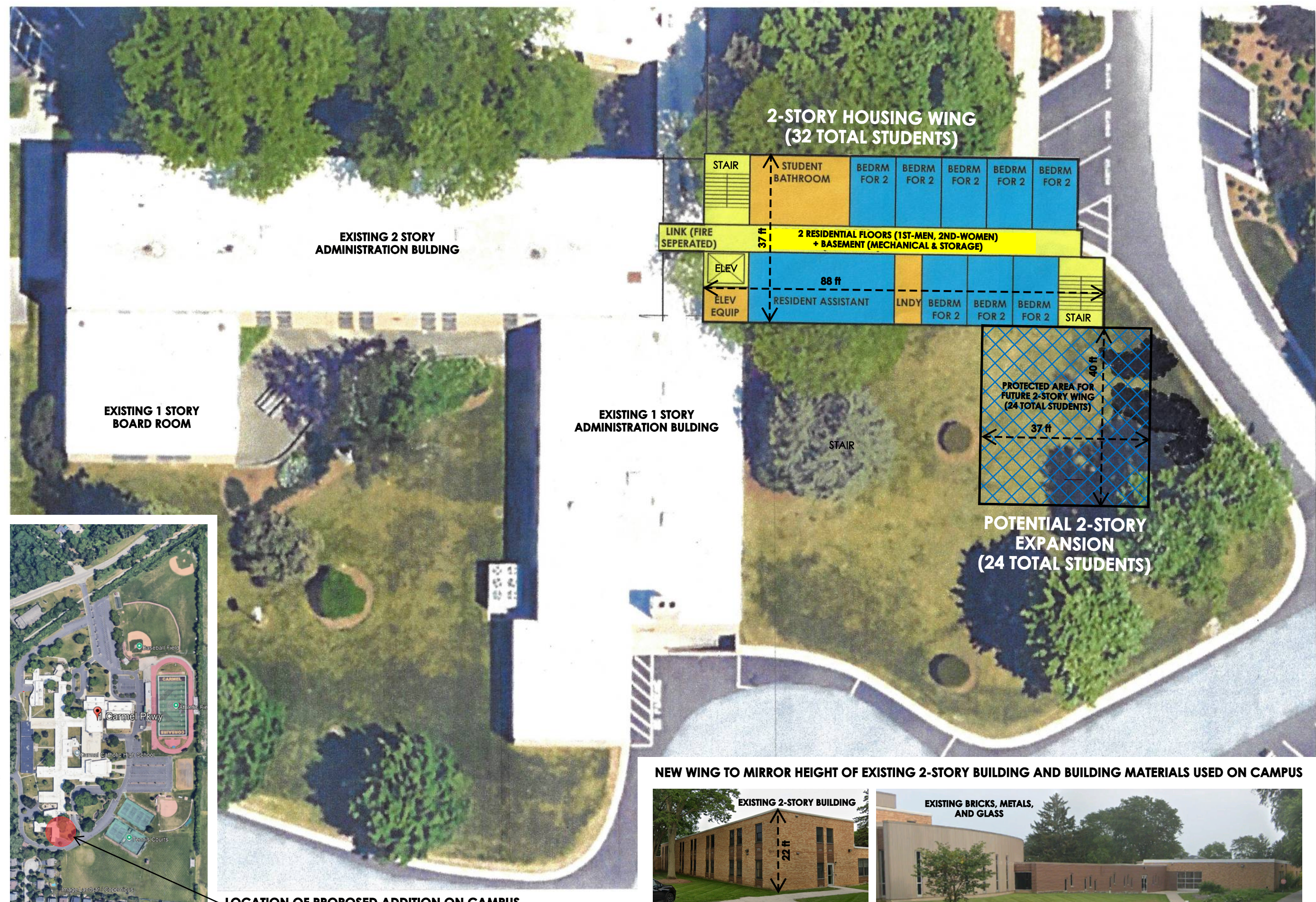
DRAWN BY:
WDS
SCALE:
1" = 20'-0"



A1.01

SHEET DESCRIPTION

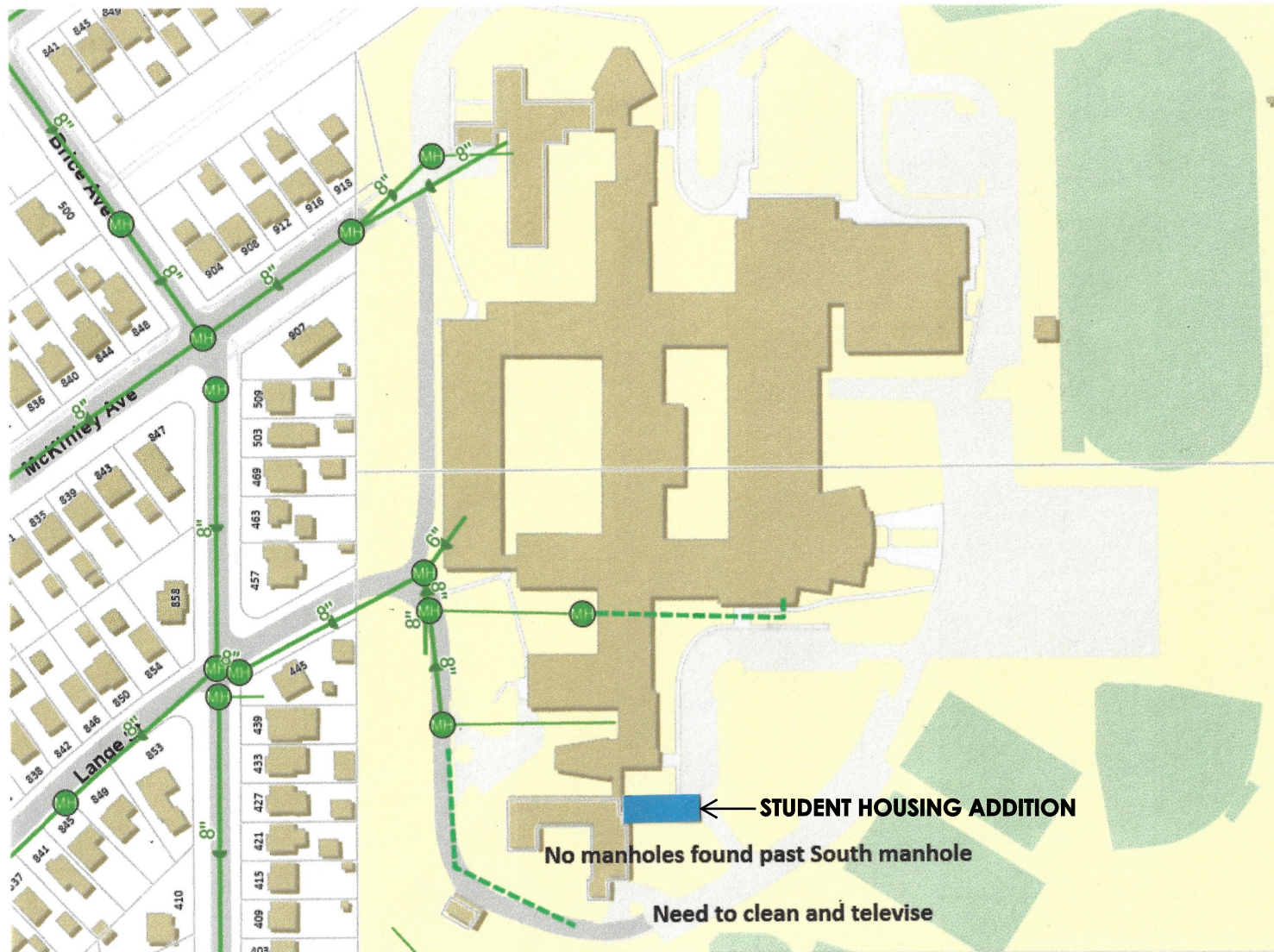
Site Diagram



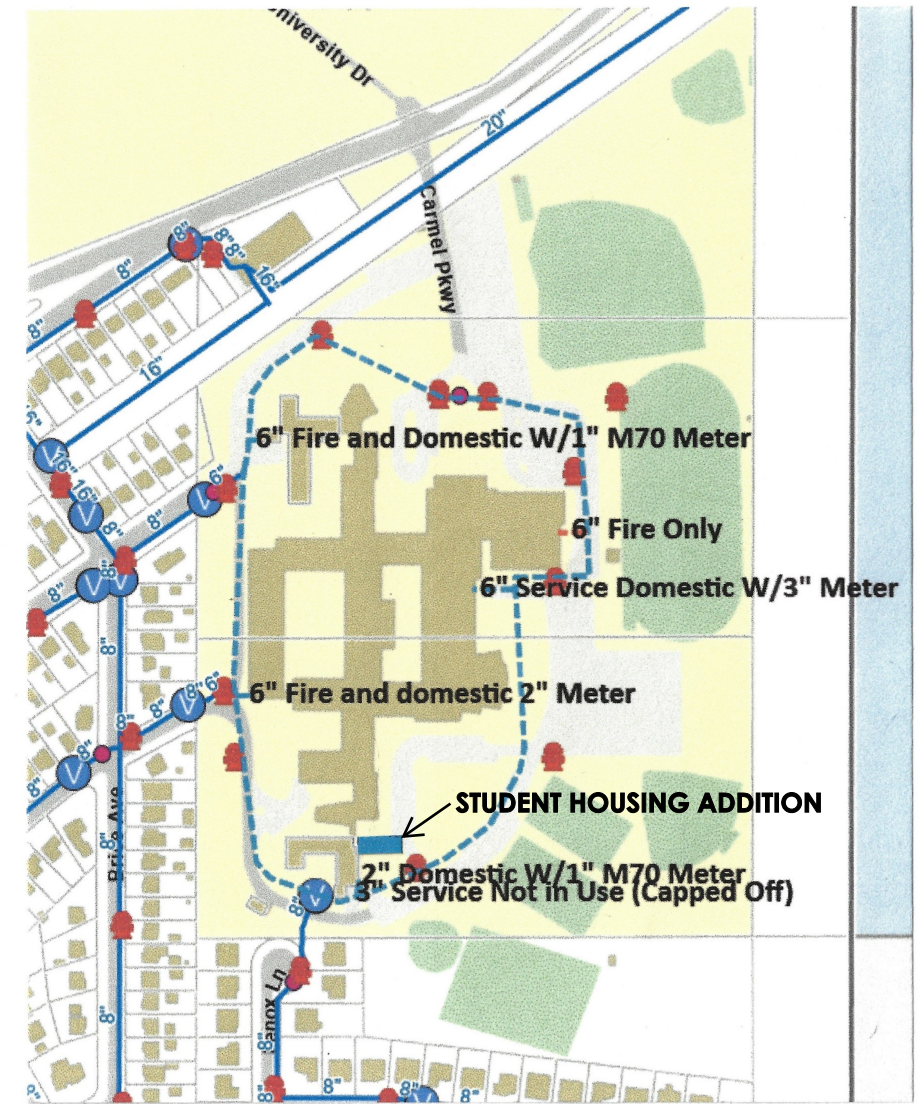
LOCATION OF PROPOSED ADDITION ON CAMPUS

NEW WING TO MIRROR HEIGHT OF EXISTING 2-STORY BUILDING AND BUILDING MATERIALS USED ON CAMPUS





SANITARY SERVICE

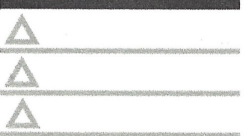


WATER SERVICE

Carmel Catholic High School - Student Housing
1 Carmel Parkway, Mundelein, Illinois 60060

DOCUMENT DATE:
2025-02-28
PROJECT NO:
m2024 CCHS SC

DRAWN BY:
WDS
SCALE:
None



A1.02

SHEET DESCRIPTION

Utility Diagrams

Carmel High School Utility Survey—Jan 2025

Water

- (1) **Lange St (West)** 6" Water service on the West side of the school. This feeds into the 6" fire loop and terminates in the Science Wing riser room. The riser room has fire protection and a 2" Compound meter. The mainline on Lange is 8" PVC
- (2) **McKinley Ave (NW)** 6" main running in at the end of McKinley Ave runs North and around the school service the fire loop, and also connects in the riser room for fire and domestic W/1" M70 Meter
- (3) **Lennox Ln (South)** 8" public main running in from the Cul-De-Sac on Lennox and terminates via a 6" pressure connection that ties into the 6" fire loop.
- (4) **Lennox (South boiler room)** 2" domestic service W/1" M70 meter. 3" capped off service in the same boiler room (NOT ACTIVE and unsure if it ties to the new main).
- (5) **(East Domestic)** There is a domestic connection from the 6" fire loop on the East side of the school that terminates at the boiler room. This is a 3" compound meter.
- (6) **(East Fire)** 6" Fire Only connection from the 6" fire loop. Directly adjacent to the football field bleachers.
- (7) **(Hydrants)** There are 11 private fire hydrants on campus.
- (8) **(Water Main)** Looks like all original WM has been replaced more than 20 years ago. Appears to be all PVC.

Sewer

- (1) **Lange St (West)** 6" VCP running into the West wing (Science) and another 8" VCP line running South to another manhole with another service to the middle of the South wing. The mainline continues South but no other MH's can be found. (Need to clean and televise)
- (2) **McKinley Ave (NW)** 8" VCP line running into the NW wing of the school.

Exhibit D: Photographs (Inside and Outside)

Overhead Aerial Showing Location of Photos to Follow





1020



1021





690





692



693



Operations Details- Carmel Catholic HS Variance Application

4.29.25

- Supervision for students is provided by Amerigo Education. Amerigo will supply a Resident Assistant (RA) on each floor as well as 1 additional RA. They stay overnight with the students, as this is their home. The RA's have their own kitchenette and bedroom/bathroom.
- There is a food service program. Students are provided with breakfast, lunch, and dinner as well as snacks. The students will have a small kitchenette. They are also allowed to be transported by an adult RA to get their own food per Amerigo's decision and discretion.
- The students will be separated by gender. There are separate floors for male and female with separate restroom facilities.
- Students will have access to parts of the school when school is not in session at Amerigo's discretion. Examples would be the fitness center and courts. They will be supervised.
- Students will have access to an outdoor patio, an outside dining area and grill. The students will be supervised.
- The housing would be used primarily for international students. In very limited circumstances, it could be used to house a domestic student temporarily who has a specific need that is considered an emergency/special use.
- The basement will not be used to house students. It will be used for mechanical and storage.



Outlook

FW: EXTERNAL -Public Commentary - Case PZ20-25-0015

From Planning <planning@mundelein.org>**Date** Thu 4/24/2025 8:18 AM**To** Colleen Malec <cmalec@mundelein.org>

From: Judith Puzzolo <puzzoloj@gmail.com>**Sent:** Tuesday, April 22, 2025 3:51 PM**To:** Planning <planning@mundelein.org>**Cc:** Judith Puzzolo <puzzoloj@gmail.com>**Subject:** EXTERNAL -Public Commentary - Case PZ20-25-0015

Caution: This message originated outside of the Village of Mundelein -- DO NOT CLICK on links or open attachments unless you are sure the content is safe. If you have any doubt, contact the sender by phone to confirm.

To Whom It May Concern,

I am writing to express my strong opposition to the proposed rezoning that would allow for the construction of student housing at Carmel Catholic High School, adjacent to our subdivision, Concord Grove, in Mundelein. As a homeowner and resident of this neighborhood for the past 24 years, I find this proposal deeply troubling and fundamentally incompatible with the character and well-being of our community.

This development would bring a significant and permanent change to the nature of our neighborhood. What is currently a quiet, family-oriented residential area would be disrupted by the introduction of a high-occupancy housing facility—something never envisioned under the original zoning plan. This is not a minor adjustment; it is a fundamental shift in land use that threatens the stability, safety, and property values of our community.

Traffic and congestion are already issues, particularly during school hours. Adding a residential facility—with its own influx of students, staff, services, and visitors—would only overwhelm local roads and increase the risk of accidents. Our streets were not designed to support the increased volume this development would bring, especially in a neighborhood with young children, seniors, and frequent pedestrian activity.

The proposed construction would also lead to the destruction of valuable green space. These open areas serve not just as aesthetic features, but as essential buffers that help with air quality, stormwater control, and the overall environmental health of our community. Once this green space is lost, it cannot be recovered.

There are also serious concerns about the visual and functional impact of this development. High-density, dormitory-style buildings would significantly alter the landscape, reducing privacy

and degrading the residential character that drew many of us to this area in the first place. We did not choose to live next to institutional housing, and we should not be forced to do so now.

Additionally, the proposed student housing raises issues of:

- **Increased noise and disruption:** Teenagers living independently or semi-independently could introduce disturbances, particularly during evenings and weekends.
- **Inadequate infrastructure:** Local public transportation, retail, and medical services are not equipped to support a group of minors living away from traditional family supervision.
- **Lack of long-term certainty:** If the program fails, the property may be repurposed in ways the community cannot predict or control—yet the zoning change would remain in place.
- **Existence of better alternatives:** Students in need of housing could be supported through host family programs, community partnerships, or supervised housing facilities located in areas properly zoned for such use.

Perhaps most significantly, we are deeply concerned about the long-term impact on property values. A rezoning of this nature will likely reduce home appeal, lower resale values, and ultimately undermine the investments we have all made in our neighborhood.

To be clear: this is not an objection to students or diversity. It is an objection to a poorly planned and ill-suited development in a residential area where it simply does not belong. A private institution should not be allowed to unilaterally reshape an established neighborhood without the input—and consent—of the residents who live there year-round.

I strongly urge you to reject this rezoning proposal in order to protect the safety, integrity, and value of our neighborhood. The residents of Mundelein deserve a meaningful voice in decisions that directly affect our lives, our homes, and our community.

Sincerely,
Judith Brodeur Puzzolo
328 Lenox Lane
Mundelein, IL
puzzoloj@gmail.com
847-436-4450

Anup K Shah
924 Concord Circle
Mundelein, IL 60060
ashah283@gmail.com
847-414-4716

May 1st, 2025

Village of Mundelein
Planning and Zoning Commission

Subject: Objection to Rezoning Request for Carmel Catholic High School

To Whom It May Concern,

I am writing as a concerned resident of the Concord Grove Subdivision regarding the proposed rezoning of Carmel Catholic High School to residential to accommodate a dormitory for international students.

While I understand the value of supporting diverse educational programs, I strongly oppose this rezoning for several key reasons:

1. **Negative Impact on Property Values:** The introduction of a residential dormitory in a traditionally single-family residential neighborhood could negatively affect the property values of surrounding homes. Many of us have invested significantly in our properties based on the existing zoning and character of the area.
2. **Lack of Transparency Around Security Measures:** No detailed information has been provided regarding how the dormitory would be secured or supervised. As a parent and neighbor, I am concerned about the safety and well-being of both the dormitory students and the residents in the community. Before any such proposal is approved, a comprehensive and transparent security and management plan should be shared with the public.
3. **Quality of Life Concerns:** Dormitories, by their nature, introduce a more transient population and increased activity that is inconsistent with the quiet, stable environment our neighborhood has historically maintained. The potential for increased traffic, noise, and overall disruption raises serious concerns.
4. **Precedent for Future Expansion:** Once the zoning is changed to allow residential use, there is no clear mechanism in place to limit future expansion. What assurances do residents have that this will be the only dormitory? Without explicit restrictions, the high school could continue to expand dormitory housing incrementally, fundamentally altering the nature of our neighborhood over time.
5. **Alternative Locations Exist:** The high school owns a considerable amount of land at the Marytown site, which would be far better suited for residential facilities. This location would minimize disruption to existing neighborhoods while still fulfilling the school's need for housing international students.

I respectfully urge the board to deny this rezoning request or, at a minimum, require a far more detailed and public plan addressing the above concerns, including binding assurances about future limitations and site alternatives.

Thank you for your time and attention to this important matter. I appreciate your service to our community and your consideration of the views of its residents.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Shah". The signature is written in a cursive, flowing style.

Anup K Shah