

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
JULY 22, 2008 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
First Amendment to License Agreement with Nextel West Corporation	✓ Resolution Ordinance Motion Discussion Only	Enza Petrarca Village Attorney

SYNOPSIS

A resolution has been prepared authorizing approval of a First Amendment to License Agreement between the Village of Downers Grove and Nextel Communications to Install, Maintain and Operate Antenna Equipment on Village Property, which is located at 1037 Summit in Downers Grove. This amendment changes the method of payment only.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2007-2012 identified one goal as an *Exceptional Municipal Organization* and explained what it means to the citizens was *Responsible Stewardship of Village Finances and Resources*.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval on the August 5, 2008 consent agenda.

BACKGROUND

Nextel West Corporation is a provider of digital communications in the Chicagoland area. It currently holds a license agreement to install an antenna on the water tower located at 1037 Summit. The present payment arrangement involves the Village receiving credits for Nextel products and services in exchange for Nextel's rent on the water tower antenna lease. As Nextel has been acquired by Sprint, the company has grown at a rapid rate. The Sprint finance department and the Village have repeatedly had problems reconciling the credits as personnel continue to change with no effective communication regarding the credit arrangement. This amendment will clear up that problem for both entities. The Village will no longer receive credits for Nextel equipment and services. The Village will be required to pay for all Nextel cellular phone equipment and services. Additionally, Nextel will now be required to submit a check monthly for the space it leases on the Summit Water Tower instead of using a write-off credit process.

ATTACHMENTS

Resolution
Amendment
License Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT
TO LICENSE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND NEXTEL
COMMUNICATIONS TO INSTALL, MAINTAIN
AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois as follows:

1. That the form and substance of a certain First Amendment (“First Amendment”), between the between the Village of Downers Grove (“Landlord”) and Nextel West Corporation, a Delaware corporation d/b/a Nextel Communications, (“Tenant”) for a license agreement to install, maintain and operate antenna equipment on Village property located at 1037 Summit, Downers Grove, IL, as set forth in the First Amendment submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Amendment, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.
3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the First Amendment.
4. That all resolutions or parts of resolutions in conflict with the provision of this Resolution are hereby repealed.
5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk



Sprint Nextel
6300 Sprint Parkway, M/S KSOPHB0206-2B604
Overland Park, KS 66251
Office: (913) 794-1725 Fax: (913) 794-0211

Alan Herman
Manager, Real Estate

VIA DHL EXPRESS

Tracking # 58407729634

June 18, 2008

Ann Marie Lampariello-Perez, Esq.
Assistant Village Attorney
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

Re: First Amendment to License Agreement
Licensor: Village of Downers Grove
Licensee: Nextel West Corporation
Site Address: 1037 Summit, Downers Grove, IL
Sprint Site ID No.: IL3030-A

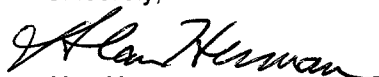
Dear Ann Marie:

I am pleased to enclose two (2) copies of the First Amendment to License Agreement described above, executed on behalf of Nextel West Corporation.

If all is in order, please have the documents executed on behalf of the Village, and return one copy to me at the address noted above. I will then make arrangements to have the rent payments instituted, in lieu of barter credits to the Village's wireless phone account with Nextel, as provided in the Amendment.

It has been a pleasure working with you on this matter, and I look forward to clearing up the payment identification issues for the Sprint leases with the Village.

Sincerely,


Alan Herman

Enc.

FIRST AMENDMENT TO LICENSE AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE AND NEXTEL
COMMUNICATIONS
TO INSTALL, MAINTAIN AND OPERATE ANTENNA EQUIPMENT
ON VILLAGE PROPERTY

THIS FIRST AMENDMENT To License Agreement Between The Village Of Downers Grove And Nextel West Corporation To Install, Maintain And Operate Antenna Equipment On Village Property ("First Amendment"), dated as of the later of the signature dates below, is by and between the Village of Downers Grove, an Illinois municipal corporation, having a mailing address of 801 Burlington Avenue, Downers Grove, IL 60515 (hereinafter referred to as "Landlord") and Nextel West Corporation, a Delaware corporation d/b/a Nextel Communications, having a mailing address of Sprint Nextel Property Services, M/S KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a License Agreement dated March 7, 2000, entitled License Agreement Between the Village of Downers Grove and Nextel Communications To Install, Maintain and operate Antenna Equipment on Village Property ("License Agreement"), whereby Landlord leased to Tenant certain Premises, therein described that are a portion of the Property located at 1037 Summit, Downers Grove, Illinois; and

WHEREAS, Landlord and Tenant desire to amend the License Agreement to modify the terms of payment so that, on a monthly basis, Tenant shall pay rent to the Village for the tower space rental. Additionally, Tenant will bill the Landlord monthly for Nextel product and services instead of providing credits and the Village shall pay for Nextel products and services used;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. The provisions of the preamble are incorporated herein and made a part hereof.
2. Except as amended herein, all terms, conditions, provisions, covenants and agreements contained in the License Agreement shall remain in full force and effect in its entirety. In the event of a conflict between this First Amendment and the License Agreement, the First Amendment shall control. Each reference in the License Agreement to itself shall be deemed also to refer to this First Amendment.
3. "Section 7. Compensation" of the Agreement is amended to state the following:

Beginning immediately upon signature, Licensee shall pay to the Village a license fee of \$3,489.86 per month in May, and June 2008 (which is the current monthly credit).

Thereafter, effective on the first day of July, 2008, the monthly license fee shall increase by an amount equal to the fee for the preceding year multiplied by 4%, Thereafter, in the subsequent years of the agreement, each July 1st that the Agreement remains in full force and effect, the Licensee shall pay a monthly amount equal to the fee for the preceding year increased by 4%. Any and all fees shall be paid to the Village of Downers Grove, Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

At the same time, since the Village will not be receiving credits for Nextel products and services, Licensee shall, on a monthly basis, bill the Village for its usage in accordance with the service plan or plans from time to time applicable to the Village's account(s). The Village shall pay any and all outstanding bills according to the Illinois Local Government Prompt Payment Act, 50 ILCS 50511 et seq.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

VILLAGE OF DOWNERS GROVE

NEXTEL WEST CORPORATION

By: _____
Acting Village Manager

By: [Signature]
Title: MANAGER, Real Estate
Dan Buttenworth

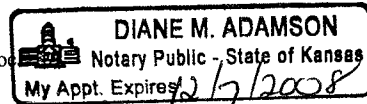
Date: _____

Date: June 18, 2008

Attest: _____
April Holden, Village Clerk

Subscribed and sworn to before me this
18th day of June, 2008.

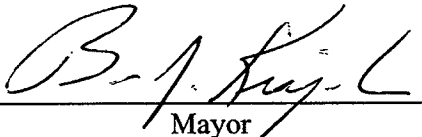
[Signature]
Notary Public



RESOLUTION NO. 2000-06**A RESOLUTION AUTHORIZING EXECUTION OF A LICENSE AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS AND NEXTEL WEST CORPORATION**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain a Licensee Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Nextel West Corporation (the "Licensee"), to maintain and operate antenna equipment on the Summit Water Tower located at 1037 Summit Street, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.
3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.
4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.
5. That this Resolution shall be in full force and effect from and after its passage as provided by law.



Mayor

Passed: March 7, 2000

Attest: 

Village Clerk

LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS
GROVE AND NEXTEL COMMUNICATIONS TO INSTALL, MAINTAIN
AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY

WITNESSETH

WHEREAS, the Village of Downers Grove (hereinafter referred to as the "Village") is an Illinois municipal corporation and a home rule unit, pursuant to the laws of the State of Illinois; and

WHEREAS, the Village is the owner of certain real estate located at 1037 Summit, Downers Grove, Illinois, (the "Land") upon which is located a Village water tower known as the Summit Tower (the "Tower"). The Land is more particularly described in Exhibit A, (the Tower and Land are collectively, the "Property"); and

WHEREAS, Nextel West Corp., a Delaware corporation d/b/a Nextel Communications (hereinafter referred to as the "Licensee") has requested permission to install communications antennae and related equipment (hereinafter referred to as the "Antenna") on the top of the Tower (the "Tower Space") and certain related equipment in a shelter on the ground (the "Ground Space"); and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions, the Village and the Licensee enter into this License Agreement (hereinafter referred to as the "Agreement") this 7 day of March, 2000 as follows:

1. **CONTRACT DOCUMENTS:** The provisions set forth in the preamble and the following exhibits are incorporated into and made a part of this Agreement by reference:

a. Exhibit 1 - Site map of the Property dated December 8, 1999, and approved by the Village on December 10, 1999, showing the Tower Space and the Ground Space, together with the areas on the Property licensed to Licensee to provide access and utility service to the Ground Space (collectively the "Licensed Premises") which includes location of any proposed underground utilities necessary for operation of the Antenna.

b. Exhibit 2 - Plans and specifications dated 2-11-00, and approved by the Village on 2-15-00, for the Antenna and any cables or utility lines to be installed on the Licensed Premises and the equipment shelter to be installed on the Licensed Premises and used for housing of the related Antenna equipment, including without limitation, utility lines, transmission lines, air conditioned equipment shelter, electronic equipment, radio transmitting and receiving antennas and support equipment and structures thereto (collectively the "Licensee Improvements").

2. **GRANT OF LICENSE:** The Village hereby grants to the Licensee the right, permission and authority to install, operate and maintain the Licensee Improvements upon the terms and conditions hereinafter specified. The Agreement shall not terminate upon the sale, assignment or transfer of the Property, but shall run with the land. Further, it is understood that all rights granted to Licensee under this Agreement are irrevocable until expiration or otherwise sooner terminated in accordance with the terms and conditions herein set forth.

3. SPECIFICATIONS: The Licensee shall comply with the following specifications:

a. *In general*: During the term of this Agreement, there shall be no variations, modifications, or upgrades from the plans and specifications of Exhibits 1 and 2 without the prior written approval of the Village, which shall not be unreasonably withheld, conditioned or delayed.

b. *Antenna*: The Antenna shall be for the operation of radio frequencies: receive between 851 and 866; and transmit between 806 and 821. The Antenna shall be installed, attached to the Tower, and maintained in conformance with Exhibit 2 and any applicable state or federal requirements. The Antenna shall be located more than ten (10') feet from any existing antenna equipment and shall not exceed seventy two (72'') inches in height.

4. CONSTRUCTION, INSTALLATION AND MAINTENANCE: The Licensee may install, repair, maintain, or replace the Antenna, subject to the following conditions:

a. Licensee shall obtain all required permits and authorizations from the Village, in accordance with applicable ordinances, prior to commencing any work under this Agreement. Such work shall comply with applicable codes and regulations and shall be conducted in a workmanlike manner.

b. Licensee shall obtain all necessary approvals from any regulatory authorities for the operation of the Licensee Improvements. Further, the Licensee shall comply with all applicable laws and regulations of such regulatory authorities including, but not limited to, the Federal Communications Commission ("FCC").

c. All costs connected with the construction, installation, maintenance, repair, replacement, use and removal of the Licensee Improvements shall be the responsibility of the Licensee.

d. The Licensee shall not take any action or allow any action to be done, which may impair the use of or damage the Property.

e. The Licensee may not interfere with the use by the Village, its officers, agents and employees of the Property.

f. Licensee shall be entitled to access the equipment located on the Ground Space twenty four (24) hours a day, seven days a week. Licensee shall provide the Village reasonable advance notice when access to the Tower Space is needed. Keys to the Tower Space can only be obtained between the hours of: 8:00 a.m. and 4:00 p.m. from the Village Operations Center, or in the event of an emergency or after hours, by calling: (630) 434-5706 or (630) 434-5707.

g. The Licensee shall maintain the Licensed Premises in good repair and in a clean and sightly condition.

h. Upon termination of this Agreement, by either party, the Licensee shall, within thirty (30) days and at its sole expense, remove the Licensee Improvements and restore the Licensed Premises to substantially its original condition, reasonable wear and tear and casualty loss excepted.

i. If Licensee abandons its use of the Antenna, Licensee shall, within thirty (30) days of receipt of written notice from the Village notifying the Licensee of such abandonment and at its expense, remove the Licensee Improvements and restore the Licensed Premises to substantially its original condition reasonable wear and tear and casualty loss excepted. If the Licensee Improvements are not removed within thirty (30) days after confirmation of such receipt of written notice, the Village may remove and store the Licensee Improvements and the Licensee shall reimburse the Village for the costs of such removal and storage.

5. INTERFERENCE :

a. Licensee shall conduct its operations at the Licensed Premises in such a manner so as not to interfere with, annoy or disturb any use of the Property by the Village or any other permitted user, provided the other user's equipment has been installed prior to the date of this Agreement. Licensee agrees to protect its own equipment from interference which may be caused by any future equipment changes made by the Village and the conversely to take adequate steps to protect the Village from any interference caused by Licensee Improvements to existing or new Village equipment. Village agrees to use its best efforts (consistent with the Village's own needs) to select, locate and install its equipment in such a manner as to avoid signal interference from Licensee Improvements. Each party shall agree to control its agents, employees, contractors and invitees inspecting, installing, servicing and removing its equipment in such a manner so as not to create any nuisance or interfere with any other party's equipment.

b. Licensee shall take all necessary actions to prevent and properly cure or remove any interference with broadcast activities of the Village received or originating within the Village proved to be caused by Licensee's use of the Licensed Premises. Licensee, its successors, subleasees and assignees acknowledge and agree that the proper functioning of the Village's radio equipment is essential to the normal functions of the Village's Police, Fire, 9-1-1, Public Works and OEM Departments and is critical to the protection of life and property. Licensee further agrees that should any interference result to the Village's systems, which is proved to be caused by Licensee Improvements (whether or not it is operating within its own specified tolerance), the Village may require Licensee to immediately discontinue operations (except for periodic testing) granted by this Agreement until the cause(s) of interference have been corrected or removed. The parties hereto and any successors, subleasees, or assignees agree to these provisions and acknowledge that the Village shall be entitled to exercise its police powers, if necessary, to enforce this provision.

c. Subsequent to the installation of the Licensee Improvements, the Village shall not permit itself, its lessees or licensees to install new equipment on the Property or property contiguous thereto owned or controlled by the Village, if such equipment is likely to cause interference with Licensee's operations. Such interference shall be deemed a material breach by the Village. In the event interference occurs, the Village agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event the Village fails to comply with this paragraph, Licensee may terminate this Agreement.

6. TERM:

a. The term of this Agreement shall be five (5) years commencing on Licensee's receipt of a building permit for the Licensee Improvements or July 1, 2000 whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 8. Licensee shall have the right to extend the Term for two (2) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Licensee notifies Licensor of its intention not to renew at least one hundred twenty (120) days prior to commencement of the succeeding Renewal Term.

b. Prior to the expiration of the second Renewal Term, Licensee may request the Village to enter into negotiations towards renewing or extending this Agreement beyond the expiration of the second Renewal Term. Such renewal or extension shall be according to terms that are mutually agreeable and the Village shall not be bound to accept any particular terms or to renew any or all of the rights granted by this Agreement.

7. COMPENSATION:

a. Within thirty (30) days of the Commencement Date and on the first day of each month thereafter, Licensee shall provide Village a credit of Two Thousand Five Hundred Fifty and 00/100 Dollars (\$2,550.00) ("Credit") towards the purchase of Nextel Communications mobile telephones, equipment and/or services. Village hereby acknowledges and understands that Village shall be responsible, at Village's sole cost and expense, for the maintenance and repair of each telephone, and obtaining directly from Licensee of any service contract required for each telephone's use. Credit shall be increased on each anniversary of the Commencement Date by an amount equal to four percent (4%) of the Credit then in effect of the previous year.

b. In the event the Village cancels its service contract with Licensee, Licensee shall continue to pay the Village as rent Two Thousand Five Hundred Fifty and 00/100 Dollars (\$2,550.00) per month ("Rent"). Rent shall be increased on each anniversary of the Commencement Date by an amount equal to four percent (4%) of the Rent then in effect of the previous year. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to the Village at: Village of Downers Grove, Village Hall, 801 Burlington Avenue, Downers Grove, Illinois 60515.

8. TERMINATION: This Agreement may be terminated as follows:

a. After the Commencement Date, Licensee may terminate this Agreement at any time upon sixty (60) days written notice to the Village without further liability: (i) if Licensee does not obtain all permits or other approvals required from any governmental authority, or (ii) due to an action of the FCC, Licensee is unable to occupy and utilize the Licensed Premises, or (iii) or any easements required from any third party to operate the Licensee Improvements, or (iv) if any such approval is canceled, expires or is withdrawn or terminated, or (v) if the Village fails to have proper ownership of the Property or authority to enter into this Agreement, or (vi) if Licensee, for any other reason, in its sole discretion, determines that it will be unable to use the Property. However, if Licensee terminates this Agreement without cause, Licensee shall pay the Village a termination penalty equal to three (3) months of the current rental amount.

b. In the event either party fails to comply with the terms of this Agreement such party shall be considered in default and the non-defaulting party may serve written notice of its intent to terminate the Agreement. Except where the public health or safety is threatened, the notice shall

give the defaulting party not less than thirty (30) days to correct such non-compliance. In the event the default is not corrected within thirty (30) days of such notice, the non-defaulting party may terminate this Agreement by serving a written notice of termination. Notwithstanding the preceding, if any default cannot be cured within thirty (30) days and the defaulting party has diligently commenced and continues to take reasonable action necessary to cure the default, the defaulting party shall be entitled to an extended reasonable period of time in order to cure the default.

c. If the Tower is destroyed, dismantled or removed, this Agreement shall automatically terminate unless, in its sole discretion, the Village decides to construct a similar replacement tower on the Land, whereupon Licensee shall have the right, upon thirty (30) days notice to the Village, to continue this Agreement and to place the Antenna on top of the new tower at Licensee's sole cost and expense.

9. TOWER REPAIR/MAINTENANCE: Except in emergency situations, the Village shall provide forty-five (45) days prior written notice to Licensee when it conducts any Tower repair or maintenance work that affects the Antenna or functioning of the Antenna or any of Licensee's Improvements. Upon receiving said notice from the Village that it intends to repair or perform maintenance to the Tower, Licensee shall, at its own expense and in such manner as the Village shall reasonably request, immediately remove, relocate, change or alter the position of the Antenna, if necessary. During the term of this Agreement, the Tower may be refurbished and/or painted. Refurbishment and/or painting will take several months to complete (approximately five to eight months). Prior to beginning refurbishment and/or painting, Licensee understands that, if necessary, its Antenna shall be removed from the Tower upon notice from the Village and that the Antenna shall not be reinstalled until the refurbishment and/or painting is completed and the Village has approved such reinstallation. During such period of repair, maintenance, painting or refurbishment, Licensee may, at its sole cost and expense, install the Antenna on a temporary pole outside the shrouded area of the Tower or any other temporary location approved by the Village. However, such temporary arrangement shall not interfere with the refurbishment and/or painting of the Tower or with other Village operations. The Village shall not be responsible for any costs of removal, relocation, and reinstallation of the Antenna as a result of the refurbishment and/or painting.

10. RESTORATION: When the Licensee does any work on or affecting the Licensed Premises, it shall, at its own expense, restore the Licensed Premises to as good a condition as existed before the work was undertaken, unless otherwise directed by the Village. If the Licensee fails to restore the Licensed Premises, the Village may, after prior written notice to the Licensee and after affording the Licensee a reasonable opportunity to correct the situation, restore the Licensed Premises and remove any obstruction therefrom. No such prior written notice shall be required in the event that the Village determines that an emergency situation exists. The Licensee shall pay the Village for any reasonable costs of such restoration within thirty (30) days after receiving a bill from the Village for such work.

11. UTILITIES: Licensee shall be responsible for obtaining adequate utilities for operation of the Licensee Improvements including electricity from any source available on the Property as long as the electricity for the Licensee Improvements is separately metered. Licensee shall have the right to draw electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Licensee's exclusive use). Any utilities to be installed must be underground and the location approved by the Village. Licensee shall pay for the electricity or any other utility it consumes in its operations at the rate charged by the servicing utility company and the Village shall not be liable for such charges.

12. TAXES: Licensee shall either pay, or reimburse the Village, for any personal or real property taxes which are assessed as a result of the Licensee Improvements and use of the Licensed Premises under the terms of this Agreement. The Village shall provide to Licensee all assessment notices or tax bills received by the Village from any applicable taxing authority, within thirty (30) days after the Village's receipt of the same, but in no event later than fifteen (15) days prior to the deadline date for the filing of any objection or

protest thereto. Licensee shall have the right, at its own expense and without expense to the Village, to contest by appropriate proceedings, conducted with due diligence and in good faith, the validity of the amount of any taxes or reassessment as applicable to the Licensed Premises or the Licensee Improvements.

13. **INDEMNIFICATION:** Licensee shall indemnify and become responsible for and save harmless the Village, its boards, committees, commissions, officers, agents and employees from any and all liability arising out of Licensee's negligent use or occupancy of the Licensed Premises; the installation, existence, maintenance or repair of the Licensee Improvements; or any negligent or willful act or omission of Licensee, its officers, agents and employees. For purposes of this Agreement, the term "liability" includes, but is not limited to: actual or claimed loss or damage to property or injury to or death of persons; actual or claimed responsibility for such loss, damage, injury or death; and any and all judgments, decrees, costs and expenses of every sort and kind of incident to such loss, damage, injury, death or responsibility, including, but not limited to, court costs, fines and attorney's fees.

14. **INSURANCE:** At all times while this Agreement remains in effect, and in recognition of the indemnification provided in the foregoing Paragraph 13, the Licensee shall, at its own cost and expense, maintain a program of third party liability insurance and/or self-insurance to protect the Village, its officers, employees and agents from any liability for bodily injury, death, and property damage occasioned by the activities of the Licensee under this Agreement, as follows:

a. **During the Term of the Agreement.** Licensee shall procure, pay for and maintain in full force and effect during the entire term of the Agreement (i) worker's compensation insurance as required by law and which insures against worker's compensation claims arising out of Licensee's activities on the Licensed Premises; (ii) fire and casualty insurance covering the Licensee's Improvements in an amount not less than one hundred percent (100%) of their actual replacement cost; and (iii) commercial general liability insurance, including broad form property damage insurance, for bodily injuries and property damage, in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and One Million and 00/100 Dollars (\$1,000,000.00) in the aggregate covering bodily injuries or property damage occurring on the Licensed Premises.

b. **During Construction/Installation.** During construction/installation, Licensee's contractor shall also maintain insurance coverages specified in subparagraph (a) and in the amounts so specified. In addition, such contractor shall provide builder's risk insurance on an "all risks" basis for one hundred percent (100%) of the insurable value of all construction work in place or in progress from time to time, insuring the project, including materials in storage and while in transit, against loss or damage by fire or other casualty, with extended coverage, vandalism and malicious mischief coverage, bearing a replacement cost agreed amount endorsement.

c. **Policies.** The policy or policies of insurance required by subparagraphs (a) and (b) above shall: (i) be underwritten by a company or companies authorized to do business in the State of Illinois, (ii) name the Village as an additional insured, and (iii) provide the Village with a certificate of insurance evidencing the coverage required by subparagraphs (a) and (b) within thirty (30) days of the Commencement Date. Licensee or, where applicable, Licensee's contractors shall furnish the Village with a written notice of any cancellation, reduction or modification of insurance required under this Section.

d. **Village's Insurance.** The Village shall be responsible for maintaining its own fire and casualty insurance covering all of the Village's Improvements, fixtures and personal property located on the Property.

15. LIENS: Licensee agrees that it will not permit or suffer any mechanic's or materialmen's lien to be put upon or arise or accrue against the Licensed Premises in favor of any person or persons, individual or corporate, furnishing either labor or material in any work herein proposed, and the Licensee further covenants and agrees to hold the Village and the Licensed Premises free from any and all liens, or rights or claim of lien, which may or might arise or accrue under or be based upon any mechanic's lien law of the State of Illinois. If any such lien or claim for lien is filed or recorded against the Licensed Premises, the Village shall give Licensee notice thereof and demand that Licensee remove the same, or post adequate security to insure the removal of the same following the resolution of any dispute between Licensee and the lienholder, within thirty (30) days after such notice. Nothing in this provision shall restrict Licensee from granting a security interest in all or any part of the Licensee Improvements and to file or record UCC financing statements and/or fixture filings to perfect the same.

16. WAIVER OF VILLAGE'S LIEN:

a. The Village waives any lien rights it may have concerning the Licensee Improvements which are deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same, at any time, without the Village's consent.

b. The Village acknowledges that Licensee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Licensee Improvements (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, the Village: (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

17. ASSIGNMENT & SUBLETTING:

a. Licensee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Premises without the prior written consent of the Village; provided, however, that Licensee may, assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in the Agreement as set forth in Paragraph 16 above. The Village may assign this Agreement upon written notice to Licensee, subject to the assignee assuming all of the Village's obligations herein.

b. The Village consents to the assignment by Licensee of this Agreement to any financing entity as security for the payment of all indebtedness and performance obligations under the promissory notes and financing and security agreements evidencing the financing; provided that, such assignment shall not constitute assumption by the financing entity of any obligations under this Agreement unless and until the financing entity elects to assume Licensee's rights and obligations herein in the event Licensee defaults under such promissory notes, financing agreement or any agreement with the financing entity related thereto. In such event, the financing entity may, but shall have no obligation to take in its name or in the name of Licensee or otherwise, such actions as the financing entity may, at any time or from time to time deem necessary to utilize the Antenna and Ground Space. Licensee hereby irrevocably authorizes Village to accept such performance by the financing entity.

c. Notwithstanding anything to the contrary contained in this Agreement, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without the Village's consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Licensee has: (i) obligations for borrowed money or in respect of guaranties thereof; (iii) obligations

evidenced by bonds, debentures, notes or similar instruments; or (iii) obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

18. HAZARDOUS SUBSTANCES:

a. The Village represents and warrants that: (i) neither the Village nor to the Village's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Substance (as defined below) on, under, about or within the Land in violation of any law or regulation and (ii) that the Village will not, and will not permit any third party to use, generate, store or dispose of any Hazardous substance on, under, about or within the Land in violation of any law or regulation. The Village further agrees to hold Licensee harmless from and indemnify Licensee against any damage, loss or expense or liability resulting from the existence on the Land of any such Hazardous Substance or from any release caused by the Village, including all attorney's fees and consultant fees, costs and penalties, incurred as a result thereof, unless caused by Licensee or any of its employees or agents.

b. Licensee represents and warrants that its use of the Land will not generate any Hazardous Substance, and that it will not store or dispose on the Land, nor transport to or over the Land, any Hazardous Substance in violation of any law or regulation. Licensee further agrees to hold the Village harmless from and indemnify the Village against any release of such Hazardous Substance and any damage, loss, or expense or liability resulting from such release, including attorney's fees and consultant fees, costs and penalties, incurred as a result thereof, which was caused by Licensee or any of its employees or agents.

c. "Hazardous Substance" as used herein shall mean any substance or material defined or designated as hazardous or toxic waste, materials, radioactive substance, or other similar term by any federal, state or local environmental law, regulation or ordinance presently in effect or promulgated in the future.

19. WARRANTY OF TITLE AND QUIET ENJOYMENT: The Village warrants that it: (i) owns the Property, in fee simple and has rights of access thereto and that the Property is free and clear of all liens, encumbrances and restrictions; (ii) has full right to make and perform this Agreement; and (iii) covenants and agrees with Licensee that upon Licensee paying the Rent and observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly enjoy the Licensed Premises. The Village agrees to indemnify and hold harmless Licensee from any and all claims as warranted in this paragraph.

20. COST OF ENFORCEMENT: The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement shall be entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing party.

21. INVALIDITY: If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

22. FORCE MAJEURE: Neither party shall be deemed in violation of this Agreement for the delay in performance or failure to perform in whole or in part its obligations under this Agreement due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond such party's control.

23. NOTICES: Unless otherwise specified herein, all notices under this Agreement shall be made in writing and delivered by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set for below:

Village:

Village of Downers Grove
Attn.: Village Manager
Civic Center
801 Burlington Avenue
Downers Grove, IL 60515-4776

Licensee:

Nextel West Corp.
Attn: Site Development Manager
300 Park Boulevard, 5th Floor
Itasca, IL 60143

With copy to:

Nextel Communications, Inc.
Attn: Site Leasing, Contracts Manager
2001 Edmund Halley Drive
Sixth Floor, Mail Stop 6E630
Reston, VA 20191-3436

24. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Illinois.

25. SUBORDINATION. Licensee agrees that this Agreement shall be subject to and subordinate to any and all mortgages. Licensee agrees to execute and deliver promptly any instrument requested by the Village to further confirm the subordination of this Agreement, provided that such instrument contains language specifying that, as long as Licensee is not in default of its obligations under this Agreement, Licensee's rights under this Agreement will not be disturbed by any mortgagee of the Village or any successor-in-interest of any such mortgagee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2000.

LICENSEE:
Nextel West Corp., a Delaware corporation
d/b/a Nextel Communications

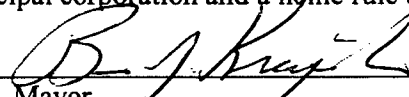
By: _____
Mark B. Nelson
Title: Vice President

Subscribed and sworn to
this ____ day of _____, 2000.

Notary Public

VILLAGE:

Village of Downers Grove, an Illinois
municipal corporation and a home rule unit

By: 
Title: Mayor

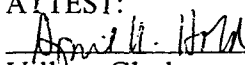
ATTEST:

Village Clerk

EXHIBIT A**DESCRIPTION OF LAND**

to the Agreement dated March 7, 2000, by and between The Village of Downers Grove, an Illinois municipal corporation, as Village, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Licensee.

The Land is described and/or depicted as follows:

P.I.N. 9-08-320-008:

Lot 1 in Branigar Brothers' Main Street Addition to Downers Grove, a subdivision of part of Lot 30 in Assessor's Division of Sections 7 and 8, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded November 17, 1920, as Document #145300, in DuPage County, Illinois.

P.I.N. 9-08-320-009:

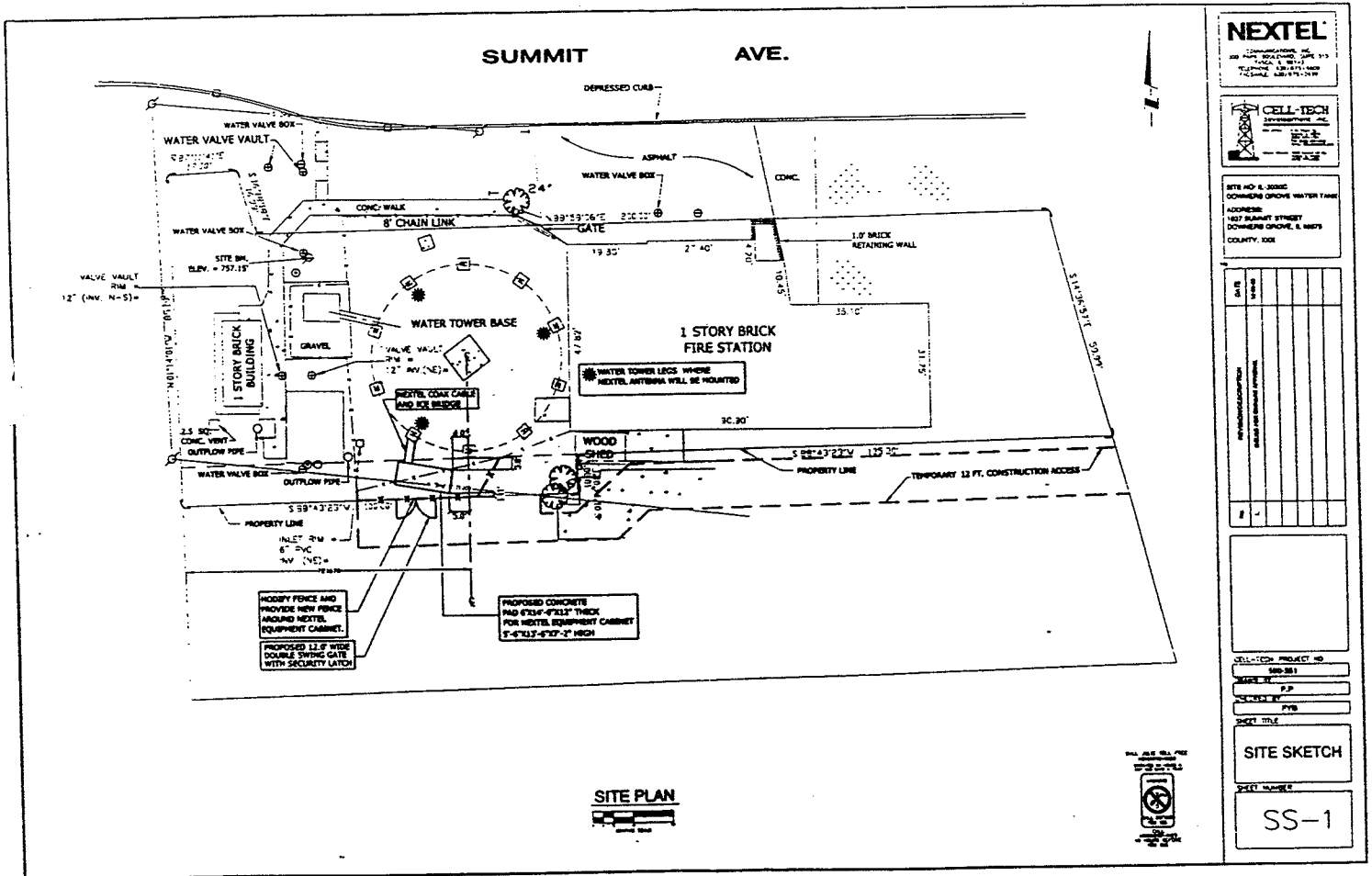
The north 10 feet of the west 100 feet of Lot 2 in Branigar Brothers' Main Street Addition to Downers Grove, a subdivision of part of Lot 30 in Assessor's Division of Sections 7 and 8, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded November 17, 1920, as Document #145300, in DuPage County, Illinois.

and commonly known as: 1037 Summit Street, Downers Grove, Illinois 60515-4776
P.I.N. #: 09-08-320-008; 09-08-320-009

EXHIBIT 1

SITE MAP OF PROPERTY

to the Agreement dated March 7, 2000, by and between The Village of Downers Grove, an Illinois municipal corporation, as Village, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Licensee.



1037 Summit Street, Downers Grove, Illinois 60515-4776

EXHIBIT 2**PLANS AND SPECIFICATIONS**

to the Agreement dated March 7, 2000, by and between The Village of Downers Grove, an Illinois municipal corporation, as Village, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Licensee.

NEXTEL
 COMMUNICATIONS, INC.
 300 PARK BOULEVARD, SUITE 515
 ITASCA, IL 60143
 TEL: 630-584-2000
 FAX: 630-584-2001



SITE NO.: 3030C
 COMPANY: DOWNERS GROVE, ILL.
 ADDRESS: 1037 BLAINE STREET
 DOWNERS GROVE, ILL. 60143
 COUNTY: DAKE
 LATITUDE: 41°37'11"
 LONGITUDE: 89°07'49"

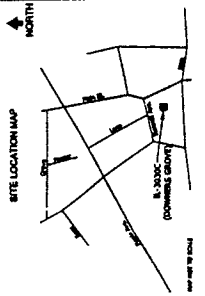
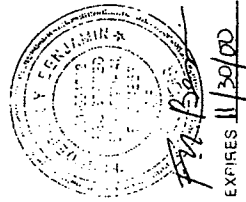
NO.	REVISION/DESCRIPTION	DATE

DATE: 11/30/00
 PROJECT NO.: 500-551
 DRAWN BY: P.M. B...
 CHECKED BY: P.M. B...
 SCALE: 1"=100'

TITLE SHEET
 SHEET NUMBER: T-1

NEXTEL®

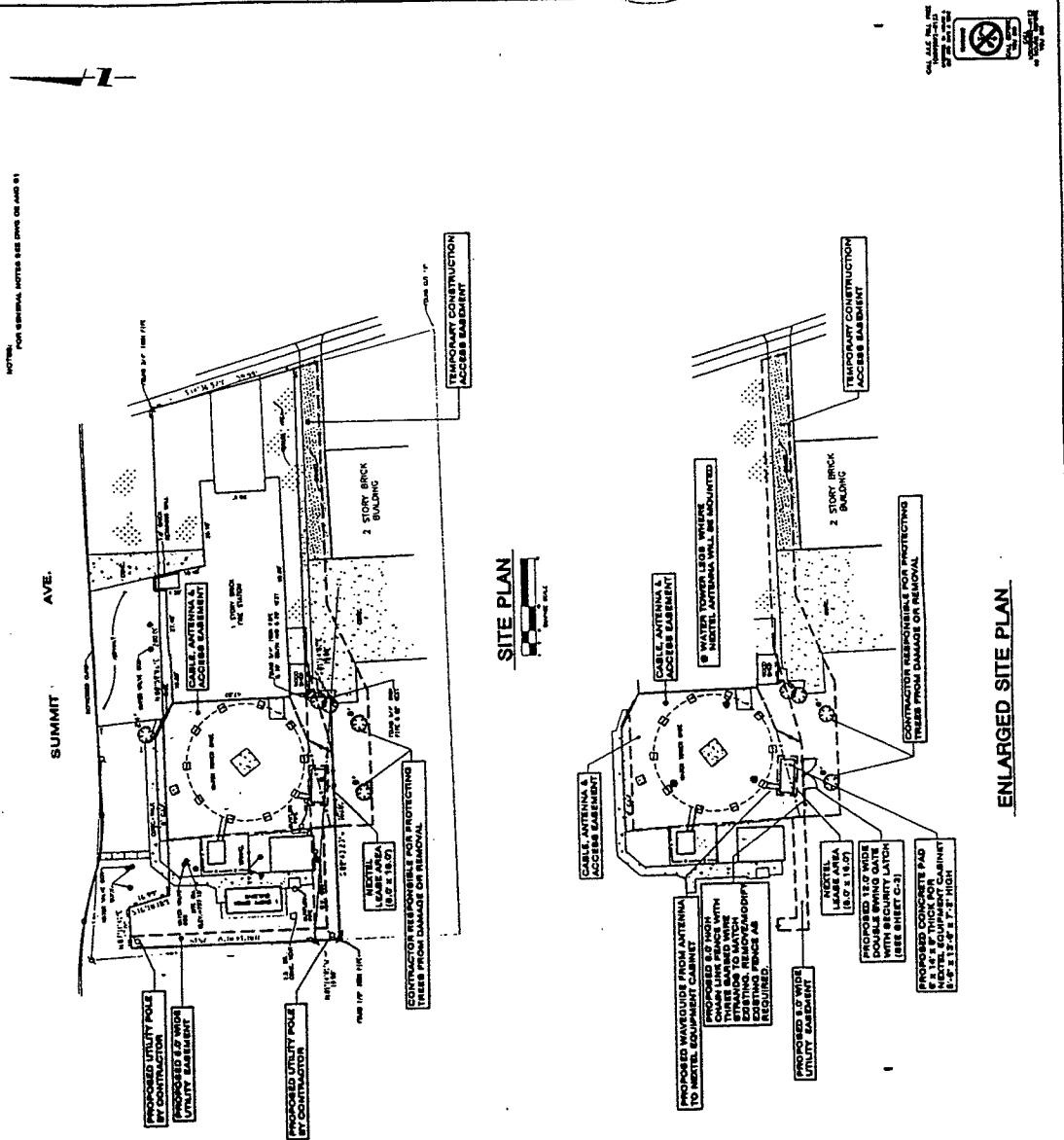
NEXTEL COMMUNICATIONS
 300 PARK BOULEVARD, SUITE 515, ITASCA, IL 60143



SHEET	DESCRIPTION	REVISION
T-1	TITLE SHEET	
C-1	EARTHWORK, PAVEMENT & GRADING PLAN	
C-2	FENCE SITE DETAILS	
C-3	CONCRETE FOUNDATION DETAILS	
C-4	EQUIPMENT CABINET FOUNDATION	
C-5	ANTENNA MOUNTING DETAILS (SHEET 1)	
C-6	ANTENNA MOUNTING DETAILS (SHEET 2)	
A-1	EQUIPMENT CABINET DETAILS	
A-2	UTILITY AND GROUNDING PLAN	
E-1	ELECTRICAL GROUNDING DETAILS	
E-2	ANTENNA MOUNTING DETAILS	
E-3	SURVEY	

SPECIALIZED MOBILE RADIO FACILITY
 SITE NAME: DOWNERS GROVE WATER TANK
 SITE NUMBER: IL-3030C

NEXTEL COMMUNICATIONS, INC. 400 WEST BROADWAY, SUITE 111 TULSA, OKLAHOMA 74119 PH: 918.493.0000 FAX: 918.493.0001	CELL-TECH development, inc. 3020 E. COLLETT AVENUE TULSA, OKLAHOMA 74112 PH: 918.493.0000 FAX: 918.493.0001	CELL-TECH development, inc. ADDRESS: 3020 E. COLLETT AVENUE TULSA, OKLAHOMA 74112 COUNTY: OSAGE	PROJECT NO. 2002-001	SHEET NO. 1 of 1	DATE 12/14/02	REVISION/DESCRIPTION
SITE PLAN		SHEET NUMBER C-1				



LEGEND

DESCRIPTION	EXISTING	PROPOSED
UTILITY POLE	[Symbol]	[Symbol]
UTILITY TOWER	[Symbol]	[Symbol]
UTILITY TOWER WITH BRACKET	[Symbol]	[Symbol]
UTILITY TOWER WITH BRACKET AND TRUSS	[Symbol]	[Symbol]
UTILITY TOWER WITH BRACKET AND TRUSS AND CONCRETE PAD	[Symbol]	[Symbol]
UTILITY TOWER WITH BRACKET AND TRUSS AND CONCRETE PAD AND SECURITY LATCH	[Symbol]	[Symbol]
UTILITY TOWER WITH BRACKET AND TRUSS AND CONCRETE PAD AND SECURITY LATCH AND MOUNTING BRACKET	[Symbol]	[Symbol]
UTILITY TOWER WITH BRACKET AND TRUSS AND CONCRETE PAD AND SECURITY LATCH AND MOUNTING BRACKET AND WIND SHIELD	[Symbol]	[Symbol]
UTILITY TOWER WITH BRACKET AND TRUSS AND CONCRETE PAD AND SECURITY LATCH AND MOUNTING BRACKET AND WIND SHIELD AND LIGHTING	[Symbol]	[Symbol]
UTILITY TOWER WITH BRACKET AND TRUSS AND CONCRETE PAD AND SECURITY LATCH AND MOUNTING BRACKET AND WIND SHIELD AND LIGHTING AND ANTENNA	[Symbol]	[Symbol]
UTILITY TOWER WITH BRACKET AND TRUSS AND CONCRETE PAD AND SECURITY LATCH AND MOUNTING BRACKET AND WIND SHIELD AND LIGHTING AND ANTENNA AND WATER TOWER	[Symbol]	[Symbol]
UTILITY TOWER WITH BRACKET AND TRUSS AND CONCRETE PAD AND SECURITY LATCH AND MOUNTING BRACKET AND WIND SHIELD AND LIGHTING AND ANTENNA AND WATER TOWER AND CELL-TECH	[Symbol]	[Symbol]
UTILITY TOWER WITH BRACKET AND TRUSS AND CONCRETE PAD AND SECURITY LATCH AND MOUNTING BRACKET AND WIND SHIELD AND LIGHTING AND ANTENNA AND WATER TOWER AND CELL-TECH AND NEXTEL	[Symbol]	[Symbol]

ALL DIMENSIONS, CORNER POINTS, AND POINT LOCATIONS SHOWN ON THIS PLAN ARE TO BE FIELD VERIFIED BY THE CONTRACTOR UNDER ALL FIELD CONDITIONS.
 CONTRACTOR TO VERIFY ALL UTILITIES AND CONDUITS TO BE PROTECTED AND TO MAINTAIN EXISTING REMEDIATION REQUIREMENTS.
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ENLARGED SITE PLAN

NEXTEL
COMMUNICATIONS, INC.
1000 W. BROADWAY, SUITE 1114
DALLAS, TEXAS 75201
TEL: 214-761-1111
FAX: 214-761-1112

CELL-TECH
CONSTRUCTION, INC.
1000 W. BROADWAY, SUITE 1114
DALLAS, TEXAS 75201
TEL: 214-761-1111
FAX: 214-761-1112

DATE: 11/20/01
PROJECT NO: 000-551
SHEET NO: P.P.
SHEET TITLE: EARTHWORK, PAVEMENT & GRADING PLAN
SHEET NUMBER: C-2

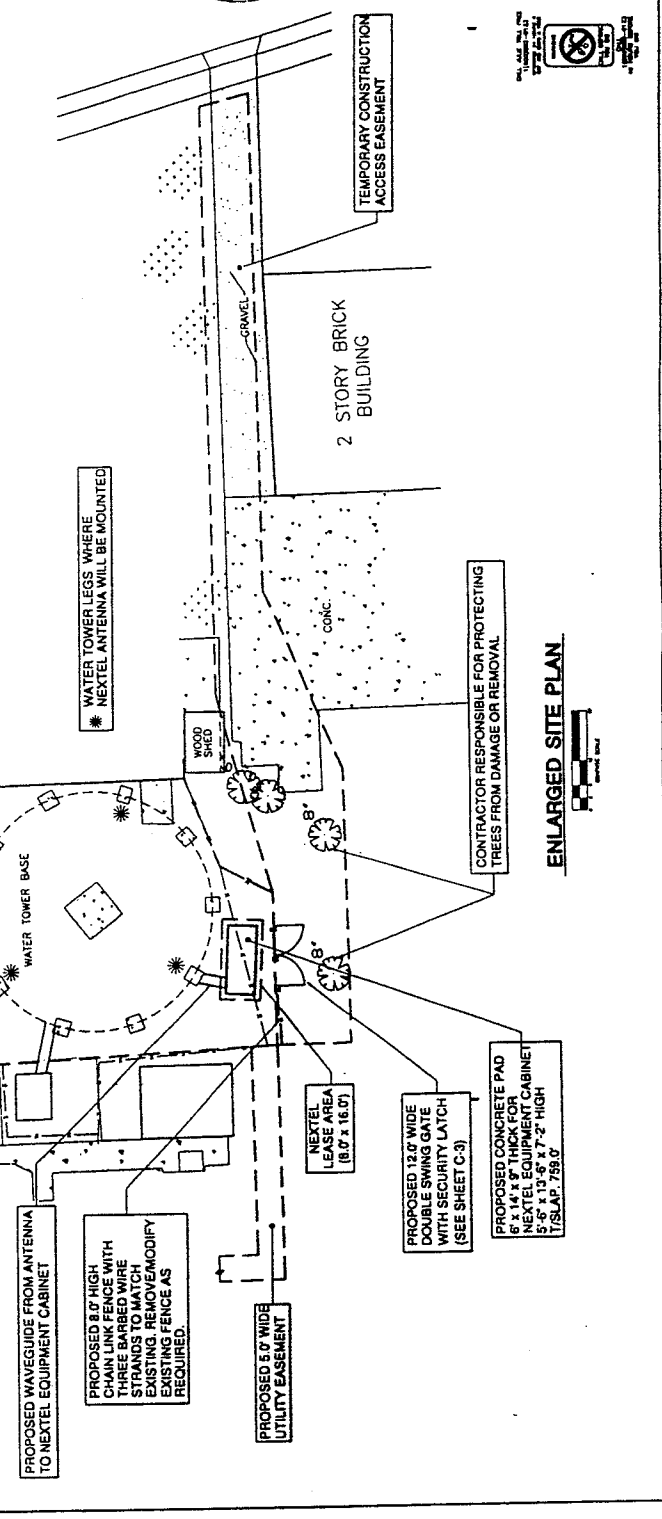
ADDRESS:
1000 BROADWAY STREET
DOWNSIDE GROVE, E. 6031-14-778
COUNTY: DALLAS

- GENERAL NOTES AND CONDITIONS:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM ALL AFFECTED AGENCIES AND ADJACENT PROPERTY OWNERS.
 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REINSTALLATION OF ALL EXISTING UTILITIES AND STRUCTURES.
 6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.
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 18. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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 20. THE CONTRACTOR SHALL MAINTAIN ADEQUATE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.

- EARTHWORK, GRAVELLING, AND PAVEMENT:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REINSTALLATION OF ALL EXISTING UTILITIES AND STRUCTURES.
 2. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.
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 20. THE CONTRACTOR SHALL MAINTAIN ADEQUATE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.

- FAIRMENT MATERIALS AND QUANTITIES:**
- LEASE SITE: 100 SQ. FT.
 FENCE: 40 L.F. OF FENCING
 STAKE/POST: 400 SQ. FT. OF STAKES
 ROAD GRADE SURFACE: 2000 SQ. YD. OF GRAVEL
 ASPHALT: 2000 SQ. YD. OF ASPHALT
- THE CONTRACTOR SHALL INCLUDE AS PART OF HIS BID, THE MATERIALS AND QUANTITIES LISTED ABOVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

- GENERAL NOTES AND CONDITIONS:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM ALL AFFECTED AGENCIES AND ADJACENT PROPERTY OWNERS.
 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
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ENLARGED SITE PLAN

NEXTEL
 300 WEST BROADWAY, SUITE 313
 HOUSTON, TEXAS 77002
 PHONE: 713/771-1100
 TELEFAX: 713/771-1100

CELL-TECH
 INTERNATIONAL, INC.
 10000 W. 10TH AVENUE
 DENVER, CO 80231

SITE NO. 4-2000
 BUSINESS GROVE W.T.
 ADDRESS: BUSINESS GROVE
 COWANAS GROVE, N. 10114719
 COUNTY: DALLAS

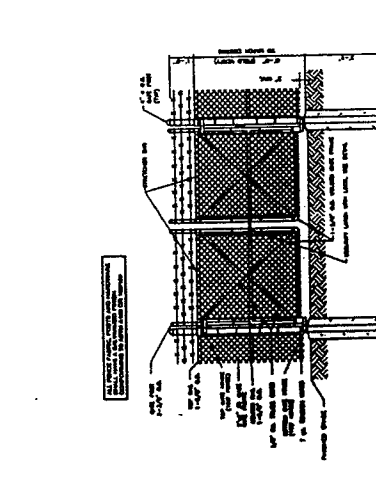
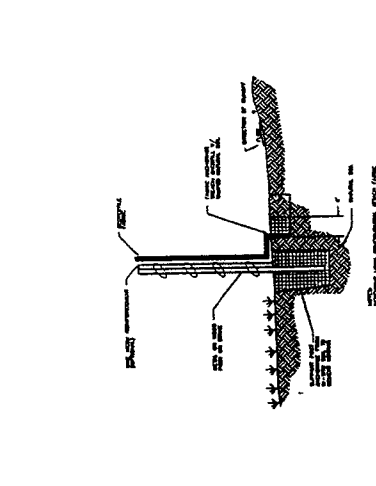
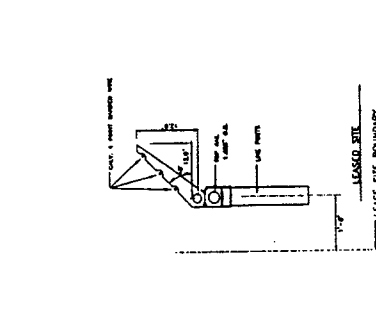
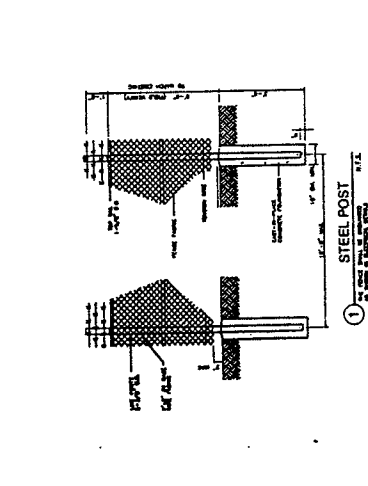
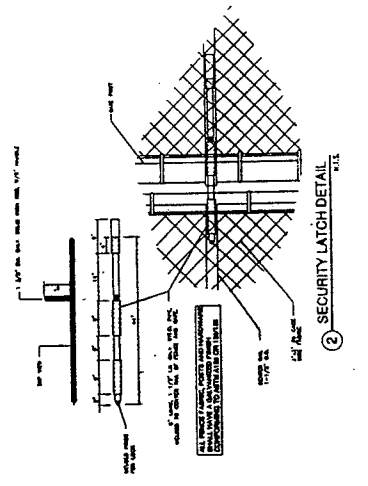
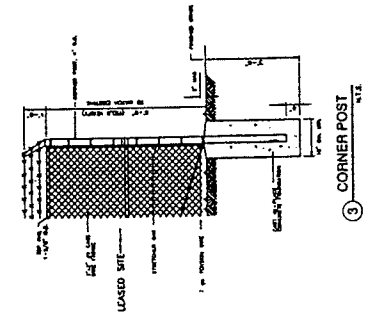
DATE: _____
 DRAWN FOR PERITS AND BIDDING: _____
 REVISION/NOTATION: _____

EXPIRES 11/30/01

CELL-TECH PROJECT NO. 500-581
 SHEET NO. 7-3
 CHECKED BY: PVB
 SHEET TITLE: FENCE & SITE DETAILS
 SHEET NUMBER: C-3

NOTES:

1. ALL MATERIALS AND METHODS SHALL BE AS SHOWN AND SHALL BE SUBJECT TO THE CHECKS AND APPROVALS OF THE ENGINEER AND THE LOCAL HEALTH DEPARTMENT.
2. ALL PIPES FOR THE FENCE SHALL BE SCHEDULE 40.



CELL-TECH PROJECT NO. 500-581
 SHEET NO. 7-3
 CHECKED BY: PVB
 SHEET TITLE: FENCE & SITE DETAILS
 SHEET NUMBER: C-3

CELL-TECH PROJECT NO. 500-581
 SHEET NO. 7-3
 CHECKED BY: PVB
 SHEET TITLE: FENCE & SITE DETAILS
 SHEET NUMBER: C-3

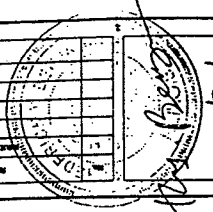
CELL-TECH PROJECT NO. 500-581
 SHEET NO. 7-3
 CHECKED BY: PVB
 SHEET TITLE: FENCE & SITE DETAILS
 SHEET NUMBER: C-3

NEXTEL
 COMMUNICATIONS, INC.
 300 PARKWAY, SUITE 110
 WASHINGTON, DC 20007
 TEL: (202) 462-1000
 FAX: (202) 462-1001

CELL-TECH
 ARCHITECTURAL, INC.
 1000 W. 14TH ST.
 SUITE 200
 WASHINGTON, DC 20004
 TEL: (202) 462-1000
 FAX: (202) 462-1001

SITE NO. & SOGC
 SCHEMATIC DRAWING NO.
 ADDRESS:
 CONTRACTOR:
 COUNTY: DUPAGE

DATE	REVISION/DESCRIPTION



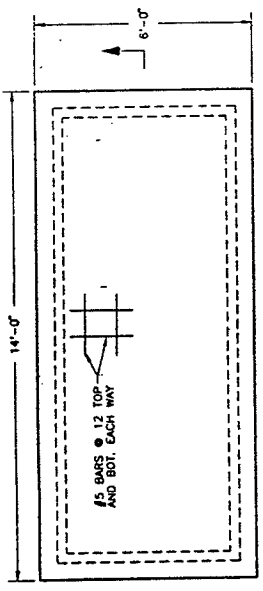
EXPIRES 11/30/00

CELL-TECH PROJECT NO.
 SHEET NO.
 SHEET TOTAL

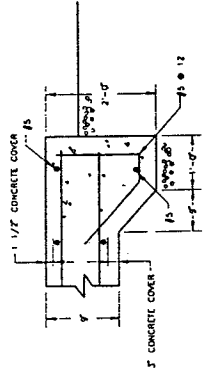
EQUIPMENT ENCLOSURE FOUNDATION

S-2

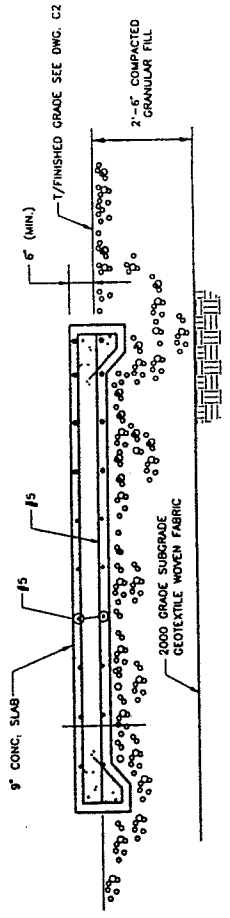
1. FOR GENERAL NOTES SEE SHEETS S-1



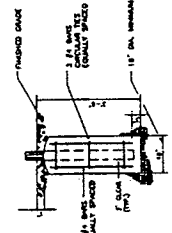
① PLAN-EQUIPMENT FOUNDATION
 N.T.S.



③ DETAIL
 N.T.S.



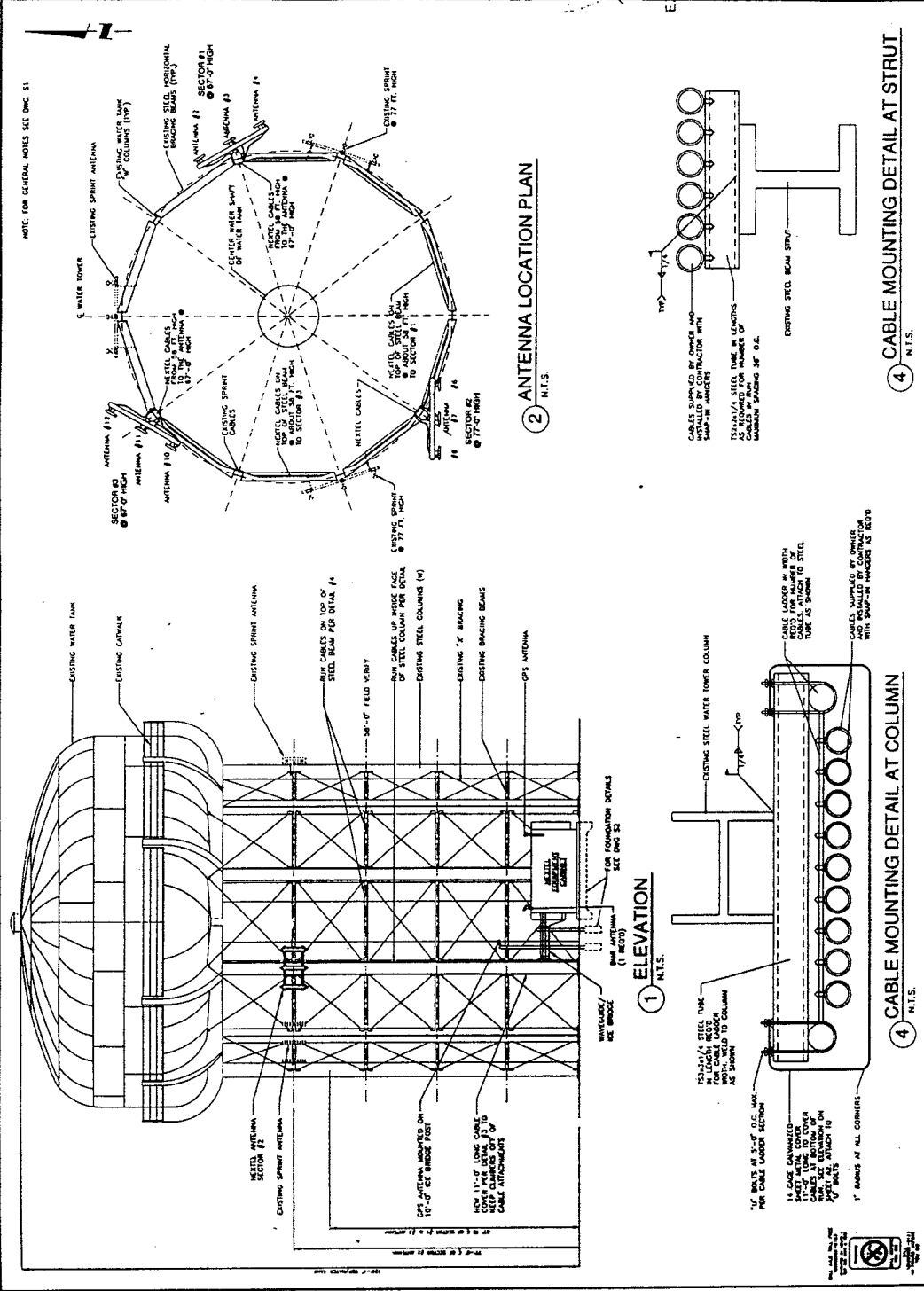
② SECTION
 N.T.S.



④ ICE BRIDGE FOUNDATION DETAIL
 N.T.S.



NEXTEL COMMUNICATIONS, INC. 300 PARKWAY SOUTH, SUITE 311 FARMINGDALE, NY 11735 TEL: 516-251-1000 FAX: 516-251-1001 E-MAIL: SALES@NEXTEL.COM	CELL-TECH CONSULTING, INC. 100 WEST 10TH STREET SUITE 200 WESTBURY, NY 11591 TEL: 516-338-8800 FAX: 516-338-8801 E-MAIL: SALES@CELLTECH.COM	SITE NO: E-3000 ADDRESS: DOWNERS GROVE HT. I ADDRESS: 100 WEST STREET DOWNERS GROVE, IL 60417 COUNTY: DUKEWAY	SHEET NO. 1 OF 1
			SHEET TITLE ANTENNA MOUNTING DETAILS (SHEET 1)



NEXTEL
 100 COMMUNICATIONS, INC.
 1111 N. W. 107th Ave., Suite 100
 Fort Lauderdale, FL 33309
 PHONE: (954) 571-1199

CELL-TECH
 CONSULTING ENGINEERS
 1000 N. W. 107th Ave., Suite 100
 Fort Lauderdale, FL 33309
 PHONE: (954) 571-1199

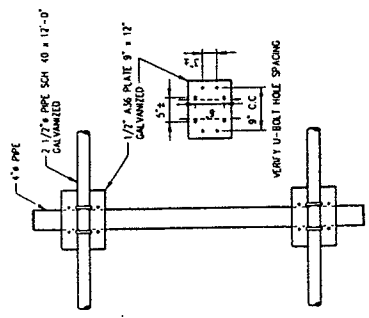
SITE NO. B-2000C
 DOWNERS GROVE W.T.
 ADDRESS:
 1077 BLAUNT STREET
 DOWNERS GROVE, IL 60514/74
 COUNTY: DUPAGE

DATE: 11/14/00
 PROJECT: ANTENNA SUPPORT STRUCTURE
 SHEET NO. S-4
 SHEET TITLE: ANTENNA SUPPORTING DETAILS (SHEET 2)
 SHEET NUMBER: S-4

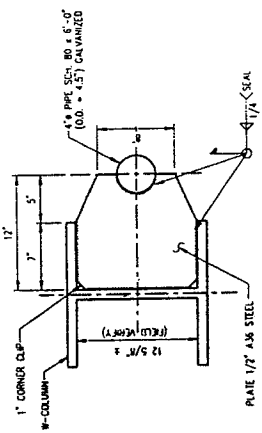
EXP. RES. 11/30/00

CELL-TECH PROJECT NO. 200-011
 DRAWN BY: P.P.
 CHECKED BY: P.P.
 SCALE: 1" = 1'-0"

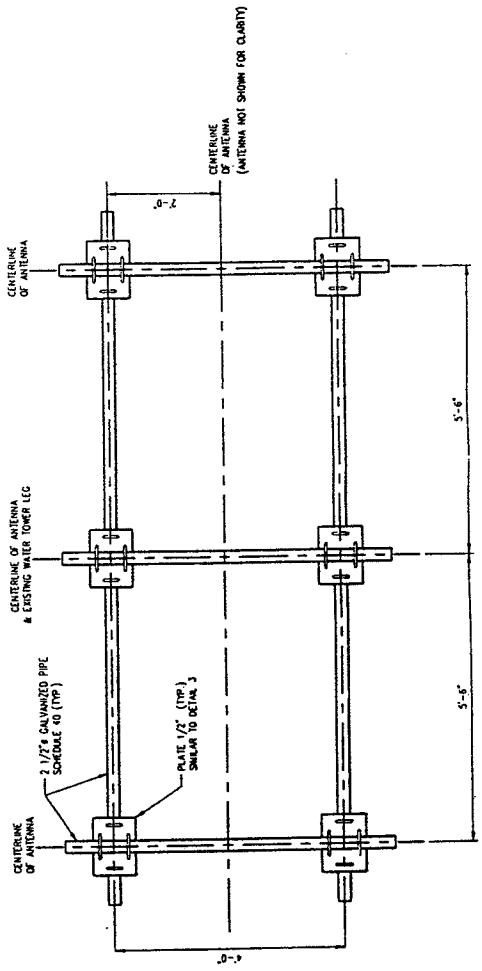
NOTES FOR GENERAL NOTES SEE DWG. S1



1 ANTENNA SUPPORT DETAIL
 N.T.S.



2 DETAIL
 N.T.S.



3 ANTENNA FRAME - STRUCTURE
 N.T.S.

3 JOINT CONNECTION DETAIL
 N.T.S.



NEXTEL
COMMUNICATIONS, INC.
300 PINE CREEK DRIVE, SUITE 304
DOWNS GROVE, LA 70056
TEL: 504-835-1100
FAX: 504-835-1101

CELL-TECH
TELECOMMUNICATIONS, INC.
10000 W. BRIDGEWAY, SUITE 100
DALLAS, TX 75244

SITE NO. & ZONING
DOWNS GROVE W-1

ADDRESS
300 PINE CREEK DRIVE, SUITE 304
DOWNS GROVE, LA 70056

COUNTY/DISTRICT

DATE: 11/30/00

PROJECT NO. 505-531

DESIGNED BY: P.P.

CHECKED BY: P.D.

ANTENNA MOUNTING DETAILS

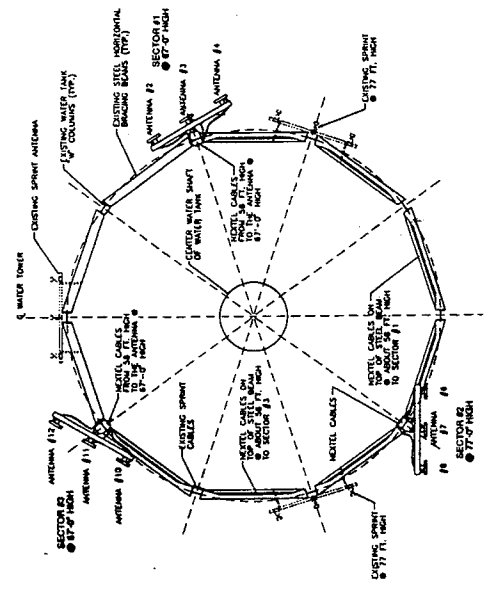
SHEET NUMBER: A-1

NOTES

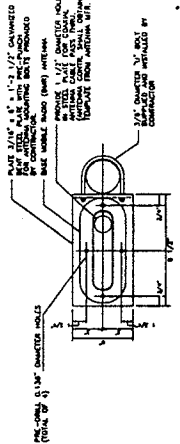
1. SEE GENERAL NOTES FOR COMMENTS 1-4.
2. CELL-TECH TO BE PRESENT AT NO COST TO NEXTEL TO VERIFY ANTENNA MOUNTING.
3. ALL ANTENNAS TO BE MOUNTED ON EXISTING WATER TOWER COLUMNS (TYP).
4. ALL ANTENNAS TO BE MOUNTED ON EXISTING WATER TOWER COLUMNS (TYP).
5. ALL ANTENNAS TO BE MOUNTED ON EXISTING WATER TOWER COLUMNS (TYP).
6. ALL ANTENNAS TO BE MOUNTED ON EXISTING WATER TOWER COLUMNS (TYP).
7. ALL ANTENNAS TO BE MOUNTED ON EXISTING WATER TOWER COLUMNS (TYP).
8. ALL ANTENNAS TO BE MOUNTED ON EXISTING WATER TOWER COLUMNS (TYP).
9. ALL ANTENNAS TO BE MOUNTED ON EXISTING WATER TOWER COLUMNS (TYP).
10. ALL ANTENNAS TO BE MOUNTED ON EXISTING WATER TOWER COLUMNS (TYP).
11. ALL ANTENNAS TO BE MOUNTED ON EXISTING WATER TOWER COLUMNS (TYP).
12. ALL ANTENNAS TO BE MOUNTED ON EXISTING WATER TOWER COLUMNS (TYP).

POS. NO.	RAD. CATR.	ANTENNA TYPE	AZIMUTH	CABLE SIZE	CONVERT. ANGLE
2	87	EAS PV 80-12.000A	60°	7/8"	3°
3	87	EAS PV 80-12.000A	60°	7/8"	3°
4	87	EAS PV 80-12.000A	60°	7/8"	3°
6	77	EAS PV 80-12.000A	180°	7/8"	3°
7	77	EAS PV 80-12.000A	180°	7/8"	3°
8	77	EAS PV 80-12.000A	180°	7/8"	3°
10	87	EAS PV 80-12.000A	300°	7/8"	3°
11	87	EAS PV 80-12.000A	300°	7/8"	3°
12	87	EAS PV 80-12.000A	300°	7/8"	3°

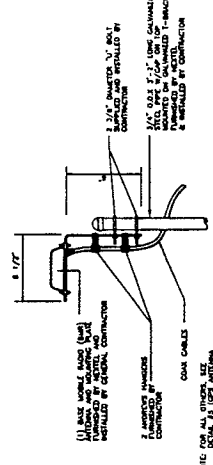
② ANTENNA DATA N.T.S.



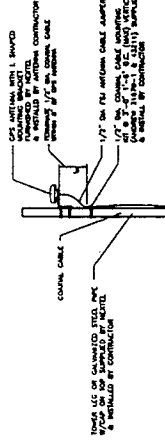
① ANTENNA ORIENTATION (AZIMUTH) N.T.S.



③ PLAN N.T.S.



④ 8-1/4\"/>



⑤ GPS ANTENNA MOUNTING DETAIL N.T.S.



NEXTEL
 300 WEST BROADWAY, SUITE 113
 NEW YORK, NY 10013
 TEL: (212) 512-1000
 FAX: (212) 512-1001
 WWW.NEXTEL.COM

CELL-TECH
 Development, Inc.
 1000 W. 15th Street
 Suite 100
 New York, NY 10011
 TEL: (212) 512-1000
 FAX: (212) 512-1001
 WWW.CELLTECH.COM

SITE NO. 18-0000
 PROJECT NAME: URBAN ROOFTOP 24 BR
 ADDRESS: 1007 BROADWAY STREET
 PROJECT NO. 18-0000
 COUNTY: NEW YORK

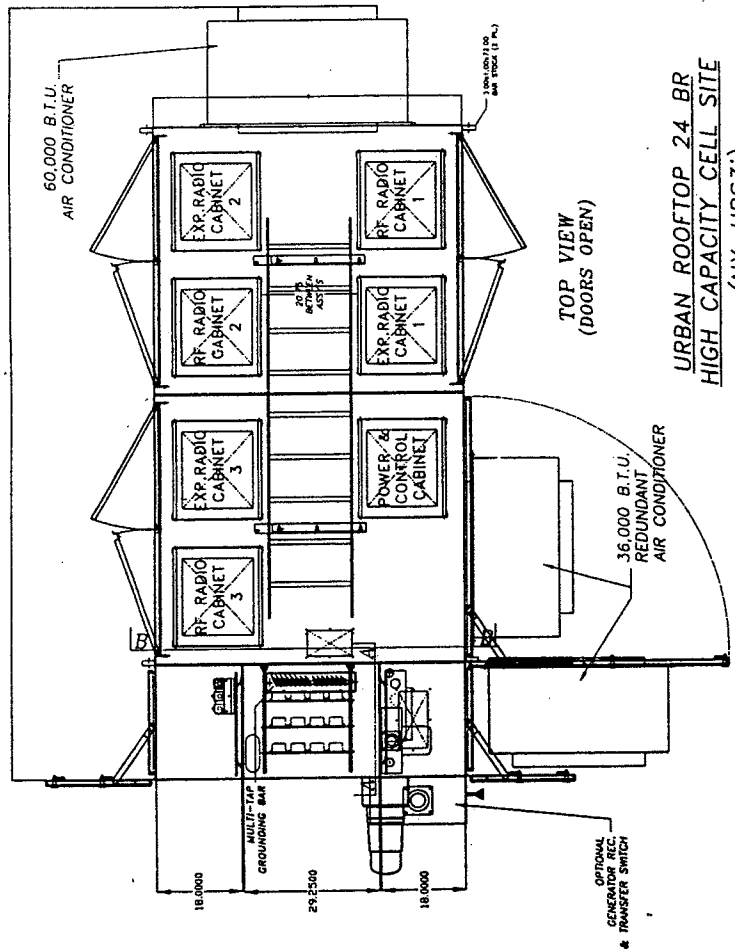
DATE	DESCRIPTION

EX: HES 11/30/00
 PROJECT NO. 18-0000
 SHEET TITLE
 DRAWN BY: P.P.
 CHECKED BY: P.W.
 DATE: 11/30/00

CELL-TECH PROJECT NO.
 18-0000
 DRAWN BY: P.P.
 CHECKED BY: P.W.
 DATE: 11/30/00

EQUIPMENT
 CABINET
 (SHEET 1)
 SHEET NUMBER

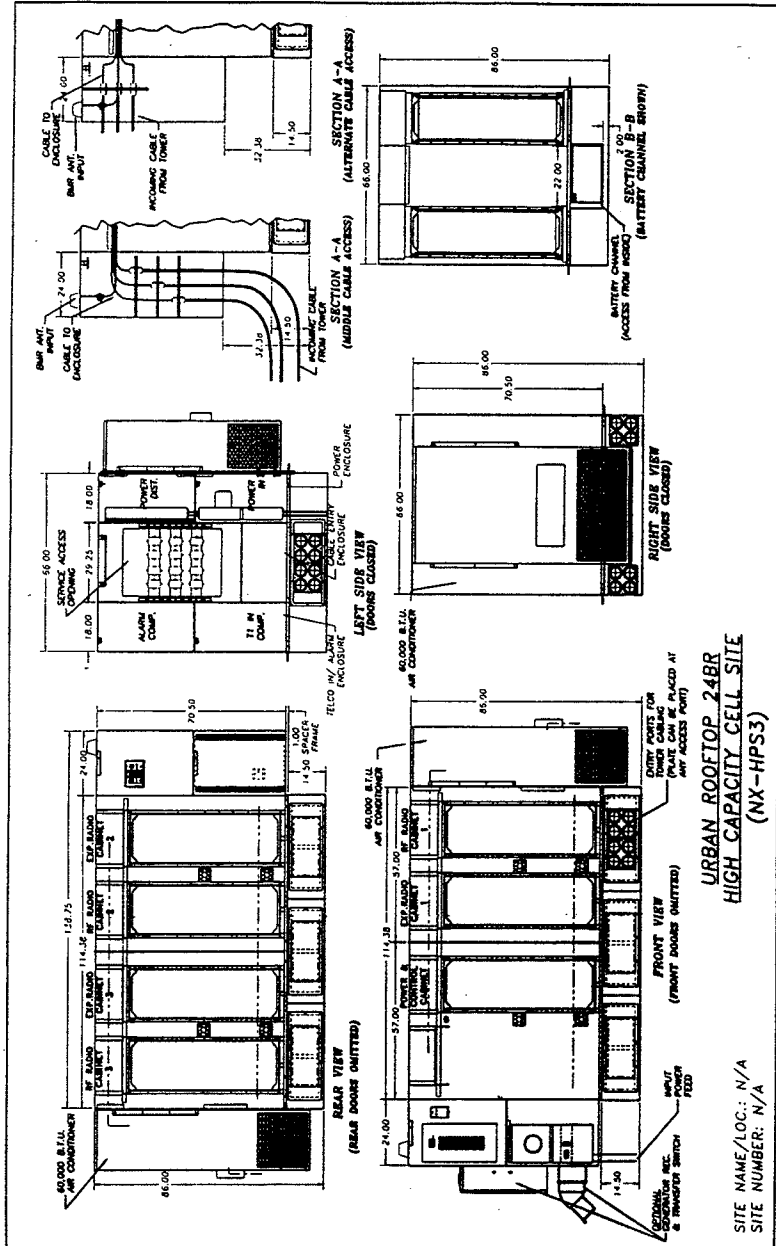
A-2



NOTE: THIS DRAWING IS FOR REFERENCE ONLY.
 CLEARANCE TO EQUIPMENT MANUFACTURER
 TO VERIFY ALL THE DIMENSION
 AND INFORMATION ON THIS DWG.



NEXTEL COMMUNICATIONS, INC. 300 PARK ST., SUITE 300 WESTPORT, MA 01886 TEL: 978/337-1100 FAX: 978/337-1100	CELL-TECH DEVELOPMENT, INC. 100 W. MAIN ST. WESTPORT, MA 01886	STEVEN S. STANCO DOWNERS GROVE, W.I. ADDRESS: 100 W. MAIN STREET DOWNERS GROVE, IL 60110/1778 COUNTY: DUPAGE	PROJECT NO. 000-551 DRAWING NO. P/P SHEET NO. FVB SHEET TITLE SHEET NUMBER EQUIPMENT CABINET (SHEET 2) SHEET NUMBER A-3
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NOTE:
 THIS DRAWING IS FOR REFERENCE ONLY.
 PLEASE CONTACT CABINET MANUFACTURER
 TO VERIFY ALL THE DIMENSION
 AND INFORMATION ON THIS DWG.

URBAN ROOFTOP 24BR
 HIGH CAPACITY CELL SITE
 (NX-HPS3)

SITE NAME/LOC.: N/A
 SITE NUMBER: N/A

NEXTEL
 300 COMMERCIAL DRIVE, SUITE 113
 GAITHERSBURG, MD 20878-1400
 TEL: 410-486-1400
 FAX: 410-486-1400

CELL-TREK
 CONSULTANTS, INC.
 10000 WOODBURN ROAD, SUITE 100
 WOODBURN, NJ 07095
 TEL: 908-261-1100
 FAX: 908-261-1101

SITE NO. 1-2000
 DOWNERS GROVE, NJ
 ADDRESS:
 1007 BIRCH STREET
 DOWNERS GROVE, N. HUNTSVILLE, TN
 COUNTY: DADE

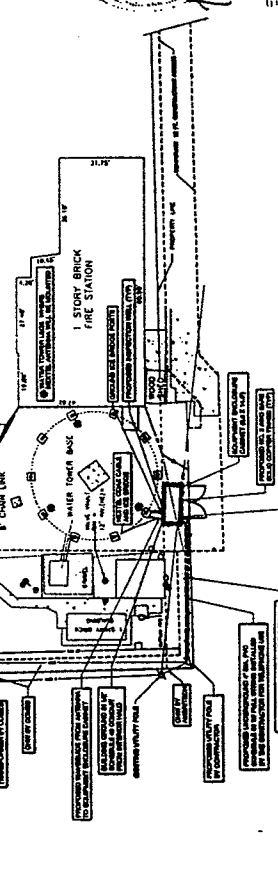
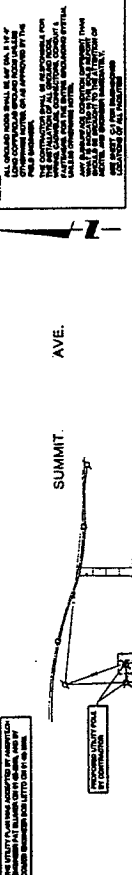
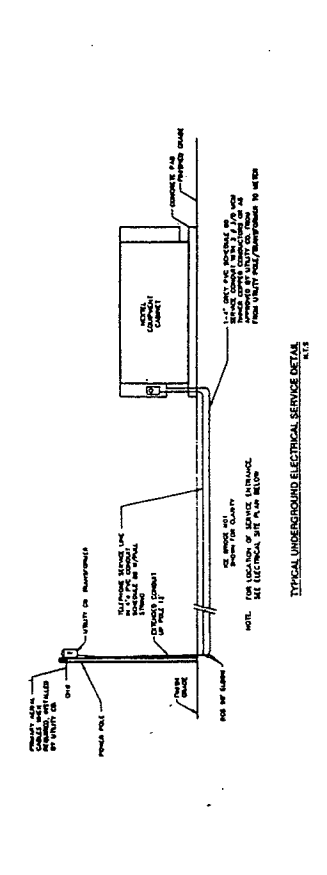
DATE	DESCRIPTION

REVISIONS/REVISIONS
 1. 11/20/01

CELL-TREK PROJECT NO.
 SHEET NO. 1
 PROJECT NO. 11/20/01

SHEET TITLE
 UTILITY AND
 GROUNDING
 PLAN

SHEET NUMBER
 E-1



ELECTRICAL SYMBOLS AND ABBREVIATIONS

1. ALL ELECTRICAL SYMBOLS AND ABBREVIATIONS SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES.

GENERAL NOTES

1. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES.

ELECTRICAL SYMBOLS

1. ALL ELECTRICAL SYMBOLS SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES.

ELECTRICAL ABBREVIATIONS

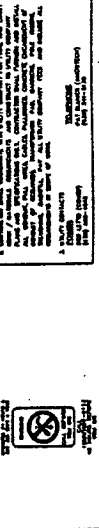
1. ALL ELECTRICAL ABBREVIATIONS SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES.

GROUNDING GENERAL NOTES

1. ALL GROUNDING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES.

VENUE GENERAL NOTES

1. ALL VENUE WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES.



CONTRACTOR LIABILITY

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

ELECTRICAL GROUNDING SYSTEM

1. THE ELECTRICAL GROUNDING SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES.

GROUND RESISTANCE TEST

1. A GROUND RESISTANCE TEST SHALL BE PERFORMED AT THE END OF EACH DAY OF WORK.

GROUND RESISTANCE TEST

1. A GROUND RESISTANCE TEST SHALL BE PERFORMED AT THE END OF EACH DAY OF WORK.

GROUND RESISTANCE TEST

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GROUND RESISTANCE TEST

1. A GROUND RESISTANCE TEST SHALL BE PERFORMED AT THE END OF EACH DAY OF WORK.

NEXTEL
300 PARK ROAD, SUITE 313
ROSELAND, NJ 07068
TEL: 201-992-1100
FAX: 201-992-1101

CELL-TECH
Engineering, Inc.
1000 ROUTE 308
SUITE 200
ROSELAND, NJ 07068
TEL: 201-992-1100
FAX: 201-992-1101

PROJECT NO. 00-081
DATE: 11/30/01

ELECTRICAL GROUNDING DETAILS

SHEET NUMBER **E-2**

CELL-TECH PROJECT NO. 00-081
DRAWN BY P.P.
CHECKED BY P.P.B.
SCALE: AS SHOWN

PROJECT INFORMATION

PROJECT NO. 00-081
DATE: 11/30/01

PROJECT NAME: NEXTEL EQUIPMENT CABINET

PROJECT LOCATION: 1000 ROUTE 308, SUITE 200, ROSELAND, NJ 07068

CLIENT: NEXTEL

DESIGNED BY: P.P.

CHECKED BY: P.P.B.

SCALE: AS SHOWN

PROJECT NO. 00-081

DATE: 11/30/01

PROJECT NAME: NEXTEL EQUIPMENT CABINET

PROJECT LOCATION: 1000 ROUTE 308, SUITE 200, ROSELAND, NJ 07068

CLIENT: NEXTEL

DESIGNED BY: P.P.

CHECKED BY: P.P.B.

SCALE: AS SHOWN

PROJECT NO. 00-081

DATE: 11/30/01

PROJECT NAME: NEXTEL EQUIPMENT CABINET

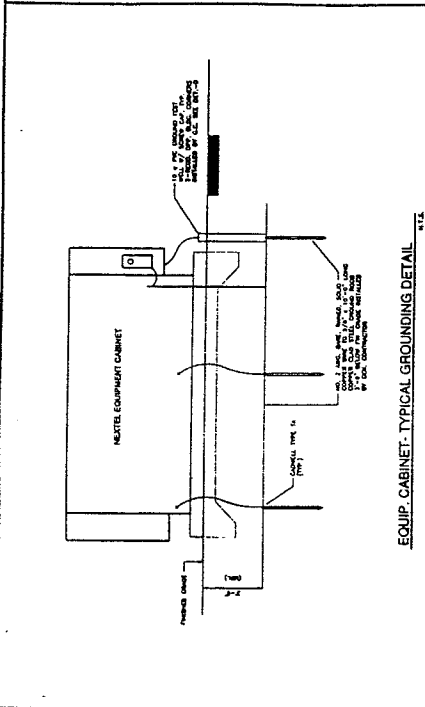
PROJECT LOCATION: 1000 ROUTE 308, SUITE 200, ROSELAND, NJ 07068

CLIENT: NEXTEL

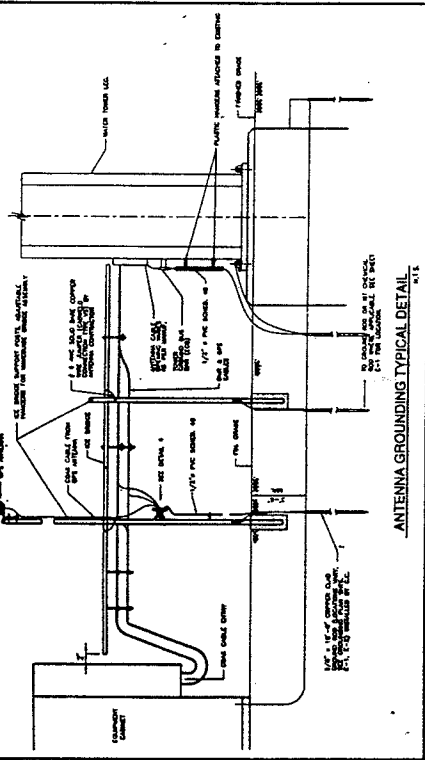
DESIGNED BY: P.P.

CHECKED BY: P.P.B.

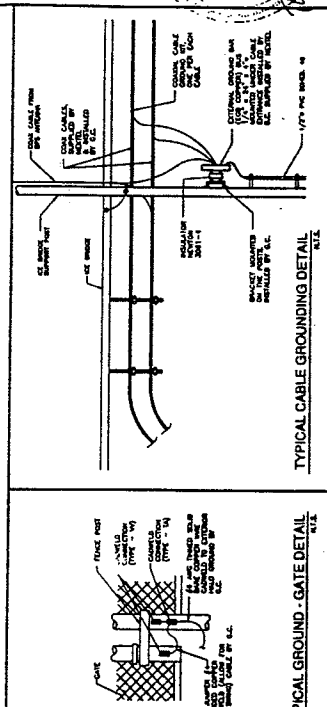
SCALE: AS SHOWN



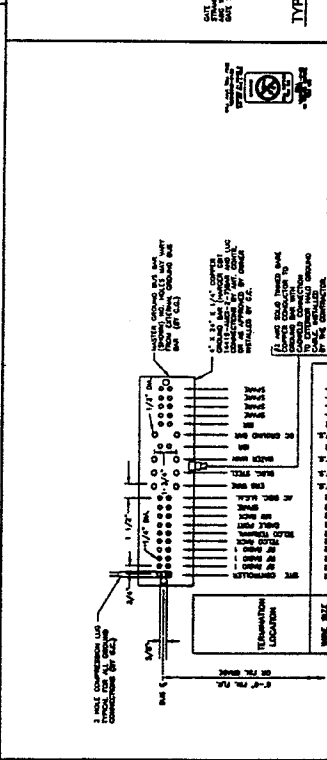
ANTENNA GROUNDING TYPICAL DETAIL



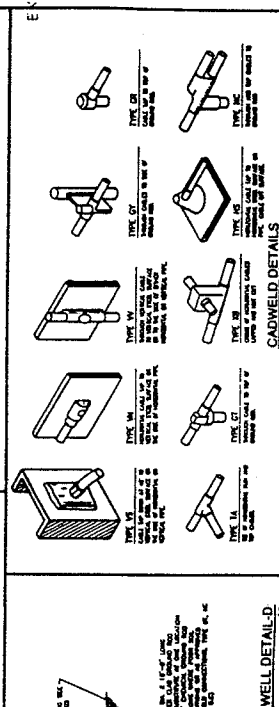
EQUIP. CABINET - TYPICAL GROUNDING DETAIL



TYPICAL GROUND - GATE DETAIL



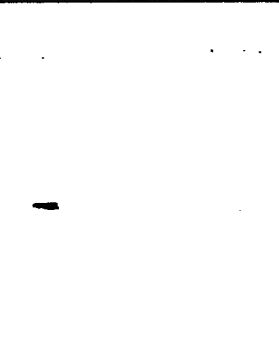
TYPICAL CABLE GROUNDING DETAIL



TYPICAL GROUND INSPECTION WELL DETAIL-D



DETAIL - A



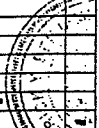
ELECTRICAL GROUNDING DETAILS

NEXTEL
 COMMUNICATIONS, INC. 119
 300 WEST BROADWAY, SUITE 119
 TEL: 908.426.1111 FAX: 908.426.1112
 WWW.NEXTEL.COM

CELL-TECH
 EQUIPMENT, INC.
 100 WEST STREET
 DUNELLEN, VA 22028
 TEL: 703.241.1111 FAX: 703.241.1112
 WWW.CELLTECH.COM

SITE NO. L-3000
 DOWNERS GROVE, W.I.
 ADDRESS:
 100 WEST STREET
 DUNELLEN, VA 22028
 COUNTY: IMPASSE

DATE	
BY	
CHECKED BY	
SCALE	



DATE: 11/20/01
 CELL-TECH PROJECT NO. 500-861
 SHEET NO. E-3
 SHEET TITLE: ELECTRICAL DETAILS
 SHEET NUMBER: E-3

SINGLE ARRESTOR GENERAL NOTES
 1. THE NEW SERVICE DISCONNECT.
 2. CHECK FOR ALL SERVICE DISCONNECTS IN FIELD.
 3. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 4. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 5. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 6. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 7. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 8. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 9. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 10. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.



ELEVATION

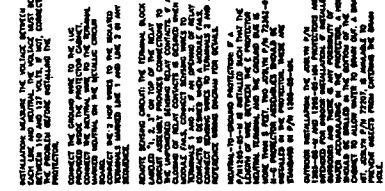
SINGLE ARRESTOR JACK NOTES
 1. THE NEW SERVICE DISCONNECT.
 2. CHECK FOR ALL SERVICE DISCONNECTS IN FIELD.
 3. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 4. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 5. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 6. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 7. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 8. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 9. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 10. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.



① TYPICAL JOINT UTILITY TRENCH DETAIL
 N.E.S.

② TYPICAL HELIAX TRENCH DETAIL
 N.E.S.

③ TYPICAL UTILITY SERVICE DETAIL
 N.E.S.



GENERAL INSTALLATION NOTES
 1. THE NEW SERVICE DISCONNECT.
 2. CHECK FOR ALL SERVICE DISCONNECTS IN FIELD.
 3. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 4. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 5. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 6. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 7. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 8. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 9. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.
 10. ALL CONNECTIONS SHALL BE MADE BY THE CONTRACTOR.

11/20/01

ELECTRICAL DETAILS
 SHEET NUMBER: E-3



③ TYPICAL UTILITY SERVICE DETAIL
 N.E.S.

LEGEND

- BENCHMARK
- POINT OF BEGINNING
- POINT OF ENDING
- POINT OF INTERSECTION
- POINT OF CONSTRUCTION
- POINT OF TRANSITION
- POINT OF BEGINNING OF CURVE
- POINT OF ENDING OF CURVE
- POINT OF TANGENCY
- POINT OF BEGINNING OF SPIRAL
- POINT OF ENDING OF SPIRAL
- POINT OF BEGINNING OF PARABOLIC CURVE
- POINT OF ENDING OF PARABOLIC CURVE
- POINT OF BEGINNING OF CUBIC CURVE
- POINT OF ENDING OF CUBIC CURVE
- POINT OF BEGINNING OF QUARTIC CURVE
- POINT OF ENDING OF QUARTIC CURVE
- POINT OF BEGINNING OF QUINTIC CURVE
- POINT OF ENDING OF QUINTIC CURVE
- POINT OF BEGINNING OF SEPTIC CURVE
- POINT OF ENDING OF SEPTIC CURVE
- POINT OF BEGINNING OF NONIC CURVE
- POINT OF ENDING OF NONIC CURVE
- POINT OF BEGINNING OF SUPERELLIPTIC CURVE
- POINT OF ENDING OF SUPERELLIPTIC CURVE
- POINT OF BEGINNING OF HYPERELLIPTIC CURVE
- POINT OF ENDING OF HYPERELLIPTIC CURVE
- POINT OF BEGINNING OF ELLIPTIC CURVE
- POINT OF ENDING OF ELLIPTIC CURVE
- POINT OF BEGINNING OF HYPERBOLIC CURVE
- POINT OF ENDING OF HYPERBOLIC CURVE
- POINT OF BEGINNING OF PARABOLIC CYLINDER
- POINT OF ENDING OF PARABOLIC CYLINDER
- POINT OF BEGINNING OF CUBIC CYLINDER
- POINT OF ENDING OF CUBIC CYLINDER
- POINT OF BEGINNING OF QUARTIC CYLINDER
- POINT OF ENDING OF QUARTIC CYLINDER
- POINT OF BEGINNING OF QUINTIC CYLINDER
- POINT OF ENDING OF QUINTIC CYLINDER
- POINT OF BEGINNING OF SEPTIC CYLINDER
- POINT OF ENDING OF SEPTIC CYLINDER
- POINT OF BEGINNING OF NONIC CYLINDER
- POINT OF ENDING OF NONIC CYLINDER
- POINT OF BEGINNING OF SUPERELLIPTIC CYLINDER
- POINT OF ENDING OF SUPERELLIPTIC CYLINDER
- POINT OF BEGINNING OF HYPERELLIPTIC CYLINDER
- POINT OF ENDING OF HYPERELLIPTIC CYLINDER
- POINT OF BEGINNING OF ELLIPTIC CYLINDER
- POINT OF ENDING OF ELLIPTIC CYLINDER
- POINT OF BEGINNING OF HYPERBOLIC CYLINDER
- POINT OF ENDING OF HYPERBOLIC CYLINDER
- POINT OF BEGINNING OF PARABOLIC CONE
- POINT OF ENDING OF PARABOLIC CONE
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- POINT OF ENDING OF QUINTIC CONE
- POINT OF BEGINNING OF SEPTIC CONE
- POINT OF ENDING OF SEPTIC CONE
- POINT OF BEGINNING OF NONIC CONE
- POINT OF ENDING OF NONIC CONE
- POINT OF BEGINNING OF SUPERELLIPTIC CONE
- POINT OF ENDING OF SUPERELLIPTIC CONE
- POINT OF BEGINNING OF HYPERELLIPTIC CONE
- POINT OF ENDING OF HYPERELLIPTIC CONE
- POINT OF BEGINNING OF ELLIPTIC CONE
- POINT OF ENDING OF ELLIPTIC CONE
- POINT OF BEGINNING OF HYPERBOLIC CONE
- POINT OF ENDING OF HYPERBOLIC CONE

LOCATION MAP

STATE OF ALABAMA

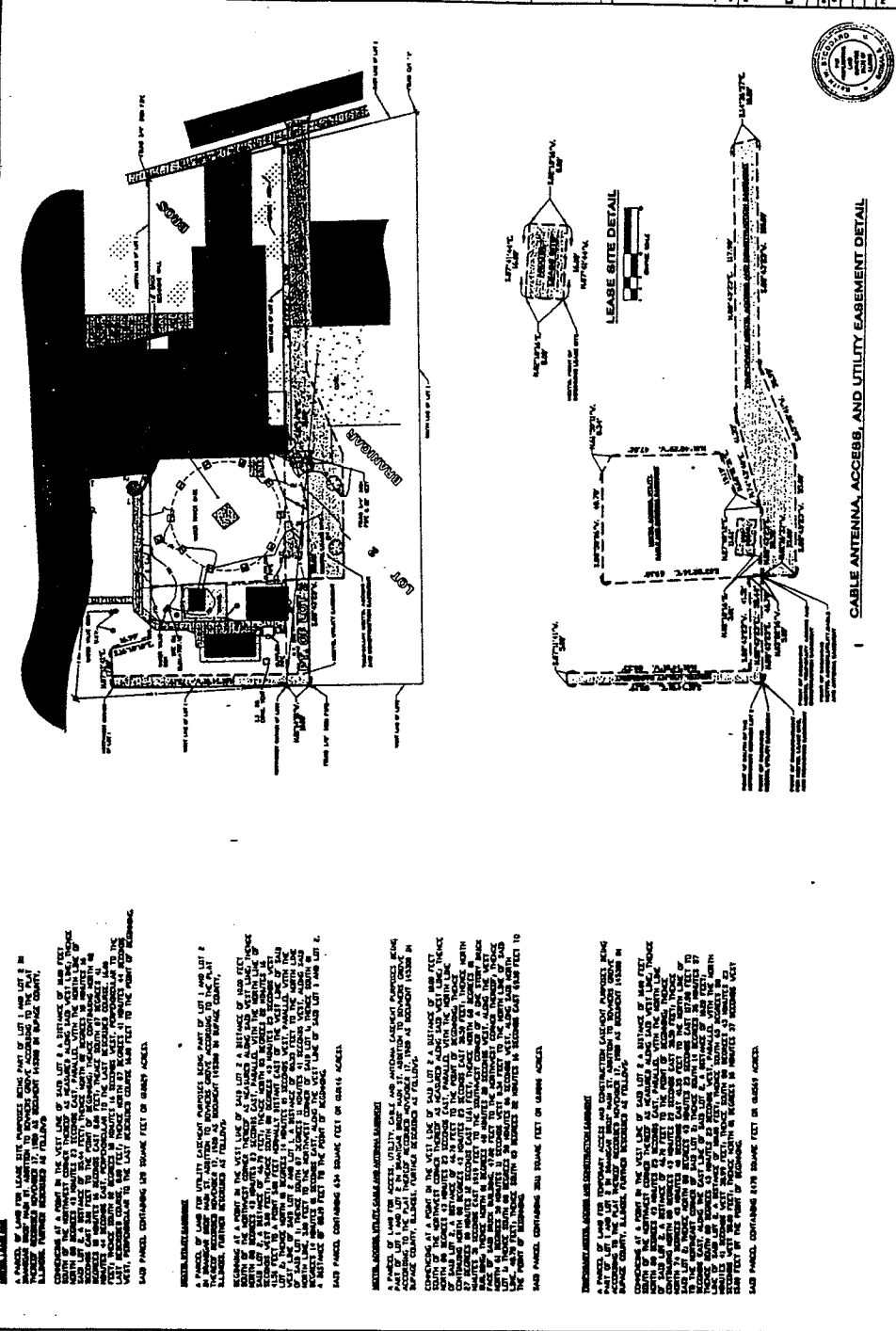
ALTA JACQUES LAND TITLE BUREAU

10307 SUMMIT AVENUE
DOWNS GROVE, AL 36618-1789

DATE: 11/15/00

BY: JACQUES

FOR: NEXTEL



EASEMENT PROVISIONS		UTILITY COMPANY INFORMATION		BENCHMARK INFORMATION		SURVEY NOTES	
<p>THE FOLLOWING EASEMENT PROVISIONS SHALL APPLY TO THE EASEMENT GRANTED BY THIS INSTRUMENT:</p> <p>1. THE EASEMENT GRANTED BY THIS INSTRUMENT IS FOR THE INSTALLATION, MAINTENANCE, REPAIR, OPERATION, AND REMOVAL OF TELEPHONE, CABLE, AND UTILITY LINES AND EQUIPMENT.</p> <p>2. THE EASEMENT GRANTED BY THIS INSTRUMENT IS FOR THE INSTALLATION, MAINTENANCE, REPAIR, OPERATION, AND REMOVAL OF TELEPHONE, CABLE, AND UTILITY LINES AND EQUIPMENT.</p> <p>3. THE EASEMENT GRANTED BY THIS INSTRUMENT IS FOR THE INSTALLATION, MAINTENANCE, REPAIR, OPERATION, AND REMOVAL OF TELEPHONE, CABLE, AND UTILITY LINES AND EQUIPMENT.</p> <p>4. THE EASEMENT GRANTED BY THIS INSTRUMENT IS FOR THE INSTALLATION, MAINTENANCE, REPAIR, OPERATION, AND REMOVAL OF TELEPHONE, CABLE, AND UTILITY LINES AND EQUIPMENT.</p> <p>5. THE EASEMENT GRANTED BY THIS INSTRUMENT IS FOR THE INSTALLATION, MAINTENANCE, REPAIR, OPERATION, AND REMOVAL OF TELEPHONE, CABLE, AND UTILITY LINES AND EQUIPMENT.</p> <p>6. THE EASEMENT GRANTED BY THIS INSTRUMENT IS FOR THE INSTALLATION, MAINTENANCE, REPAIR, OPERATION, AND REMOVAL OF TELEPHONE, CABLE, AND UTILITY LINES AND EQUIPMENT.</p> <p>7. THE EASEMENT GRANTED BY THIS INSTRUMENT IS FOR THE INSTALLATION, MAINTENANCE, REPAIR, OPERATION, AND REMOVAL OF TELEPHONE, CABLE, AND UTILITY LINES AND EQUIPMENT.</p> <p>8. THE EASEMENT GRANTED BY THIS INSTRUMENT IS FOR THE INSTALLATION, MAINTENANCE, REPAIR, OPERATION, AND REMOVAL OF TELEPHONE, CABLE, AND UTILITY LINES AND EQUIPMENT.</p> <p>9. THE EASEMENT GRANTED BY THIS INSTRUMENT IS FOR THE INSTALLATION, MAINTENANCE, REPAIR, OPERATION, AND REMOVAL OF TELEPHONE, CABLE, AND UTILITY LINES AND EQUIPMENT.</p> <p>10. THE EASEMENT GRANTED BY THIS INSTRUMENT IS FOR THE INSTALLATION, MAINTENANCE, REPAIR, OPERATION, AND REMOVAL OF TELEPHONE, CABLE, AND UTILITY LINES AND EQUIPMENT.</p>		<p>UTILITY COMPANY INFORMATION</p> <p>TELEPHONE</p> <p>CABLE</p> <p>UTILITY</p>		<p>BENCHMARK INFORMATION</p> <p>STATE OF ALABAMA</p> <p>ALTA JACQUES LAND TITLE BUREAU</p>		<p>SURVEY NOTES</p> <p>THIS INSTRUMENT IS A PART OF A SURVEY OF THE LAND DESCRIBED IN THE INSTRUMENT DATED 11/15/00.</p> <p>THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE ALABAMA SURVEYING ACTS.</p> <p>THE SURVEY WAS CONDUCTED BY JACQUES, A PROFESSIONAL SURVEYOR IN THE STATE OF ALABAMA.</p> <p>THE SURVEY WAS CONDUCTED ON 11/15/00.</p> <p>THE SURVEY WAS CONDUCTED AT THE LOCATION OF THE EASEMENT GRANTED BY THIS INSTRUMENT.</p> <p>THE SURVEY WAS CONDUCTED BY JACQUES, A PROFESSIONAL SURVEYOR IN THE STATE OF ALABAMA.</p> <p>THE SURVEY WAS CONDUCTED ON 11/15/00.</p> <p>THE SURVEY WAS CONDUCTED AT THE LOCATION OF THE EASEMENT GRANTED BY THIS INSTRUMENT.</p>	