

**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 That all resolutions or parts of resolutions in conflict with the provision of this Resolution are hereby repealed.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

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 1<sup>st</sup> 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  
18<sup>th</sup> day of June, 2008.  
[Signature]  
Notary Public

