RESOLUTION NO.	
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### A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND SPRINTCOM, INC. 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 ("Amendment No. 1"), between the between the Village of Downers Grove ("Landlord") and SprintCom, Inc. ("Tenant") for a license agreement to install, maintain and operate antenna equipment on Village property located at 3801 Highland Avenue, Downers Grove, IL, as set forth in Amendment No. 1 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 Amendment No. 1, 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 Amendment No. 1.
- 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 That all resolutions or parts of resolutions in conflict with the provision of this Resolution are hereby repealed.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:	
Passed: Attest:	
Village Clerk	

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Site Name: Good Samaritan Site ID #: IL7558

### AMENDMENT NO. 2 LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND SPRINTCOM, INC. TO INSTALL, MAINTAIN AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY

This Amendment No. 2 to "License Agreement" ("**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain "License Agreement" between SprintCom, Inc., a Kansas Corporation ("**Licensee**"), and the Village of Downers Grove, an Illinois municipal corporation, (**the "Village**") dated May 15, 2001, as amended by that certain First Amendment to License Agreement dated February 26, 2008 (the "First Amendment" (the "**Agreement**")

#### **BACKGROUND**

Licensee desires to modify its installation on the Site by adding equipment to the Facilities within existing entitlements, as more particularly described in Exhibit B-1 annexed hereto. In consideration for such modifications, the Rent shall be increased pursuant to the terms and conditions set forth below. Licensee also desires to allow its affiliates or joint venture partners to use some portion of Site by way of a sublicense. Village hereby consents to said sublicense.

License and the Village therefore desire to modify the provisions of the Agreement as provided below.

#### **AGREEMENT**

For good and valuable consideration the receipt and sufficiency of which is acknowledged, the Village and Licensee agree as follows:

1. <u>Modification to the Facilities</u>. Exhibit B of the Agreement is amended to include the revised Exhibit B-1, consisting of liccense drawings labeled T-1, N-1,C-1, C-2, A-1, A-2, A-3, A-4, GR-1 and WT-1, a copy of which is attached and made a part hereof. Upon full execution of this Amendment, Licensee is permitted to do all work necessary to prepare, maintain and alter the to install, modify or otherwise relocate the Facilities, all as more fully described and contemplated in Exhibit B-1.

Furthermore, Licensee may modify its equipment pursuant to the building permit issued by the Village on March 19, 2008.

- **Expiration or Termination of Sublease**. If Licensee's sublessee or sublicensee (i) does not install, construct or add equipment to the Site, or (ii) installs equipment, but later removes the equipment, then upon written notice to the Village, Licensee may terminate this Amendment. After terminating the Amendment, the terms and conditions of the Agreement as they existed immediately prior to the Effective Date of this Amendment shall be deemed ratified, and shall continue in full force and effect. Rent shall revert to the amount in effect immediately prior to the Effective Date of this Amendment, plus any rental increases, including annual escalators or rent increases due to other site modifications made by Licensee, which occurred during the period of time between the Effective Date of this Amendment and the termination date of this Amendment.
- 3. <u>Modification to Rent.</u> In consideration for the revisions contemplated by this Amendment, effective upon the first day of the month following the Effective Date, the monthly rent will be increased by \$500.00

**4. Village and Licensee Notice Address.** The Village's and Licensee's notice address in Section 21 of the License Agreement is hereby deleted in its entirety and replaced with the following:

Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Village: Village Manager

Village of Downers Grove

Civic Center

801 Burlington Avenue

Downers Grove, IL 60515-4779

Licensee: Sprint/Nextel Property Services

Mailstop KSOPHT0101-Z2650

6391 Sprint Parkway

Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint/Nextel Law Department

Mailstop KSOPHT0101-Z2020

6391 Sprint Parkway

Overland Park, Kansas 66251-2020

Attn.: Real Estate Attorney

#### 5. General Terms and Conditions.

- (a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- (b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- (c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- (d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\*

The parties have executed this Amendment as of the Effective Date.

Village: VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation	Licensee: SPRINTCOM, INC. a Kansas corporation
By:	By
Date:	Date:
Title:	Title:
Tax ID:	

#### Exhibit B-1

[Attached]

A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

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S (ASTH) TPA OCIATION CHINE MITH REGULATIONS OF

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ANSI 0-23

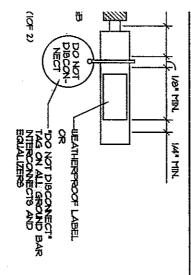
ANDED 18/16 LOCKNITS AND BONDING ON CONDUCTOR RECEPTACLES AND EQUIPMENT A FULL-SIZED EQUIPMENT GROUNDING

Y-COATED OR CADIM PLATED STEEL NOT LESS TO SERVICE AND QUILET, QUILET AND JUNCTION ABELED WITH BRANCH CIRCUIT BREAKER NUTBER

O USACH ~ WIRELESS TECHNOLOGIES, NO. PANELBOARD

N EMT WILE99 NOTED OTHERWISE. OUTDOOR GALYANIZED STEEL UNLE99 NOTED OTHERWISE.

RAVED LABEL ON THE CLEAR WRELESS IRE.



- ALL HARDWARE 18=8 STANLESS STEEL
  NCLUDING BELLEVILLE, COAT ALL SURFACES
  WITH "KOPR-SHIELD" BEFORE MATING.
- 'n FOR GROUNDING BOND TO STEEL ONLY, NOEK! DRAGON 100TH WASHER BETWEEN LUG AND PRAGON TOOTH WASHER BETWEEN LUG AND

ö

- Ģ NO SLOTTED HOLES ON BUS BAR OR LIKES ARE PERMITTED.
- Á ALL LUG SHANKS AND LEAD JOINTS SHALL

CONNECTION

A

TA TOO

SURFACES TO SHINY METAL. WHERE GROUND WIRES ARE CADWELDED TO GALVANIZED SURFACES. SPRAY CADWELD WITH GALVANIZING PAINT.

- ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE.
  BEND GROUNDING LEADS WITH A MINIMUM 8" RADIUS.
  PRIOR TO NSTALLING LUGS ON GROUND WIRES, APPLY THOMAS 4 BETSS KOPR-SHIELD (TM OF JET LUB INC.) PRIOR TO BOLTING GROUND WIRE LUGS TO GROUND BARS, APPLY KOPR-SHIELD SE HOUAL
- Ġ, PREPARE ALL BONDING SUFFACES FOR GROWNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTI-OXIDIZATION PAINT
- GROUNDING WIRE CONNECTIONS SHALL BE 3-CRIMP C-TAP COMPRESSION TYPE, ARE NOT ACCEPTABLE. SPLIT BOLTS
- Ø CONNECTORS SHALL BE CRIFFED USING HYDRAULIC CRIFFING TOOLS.

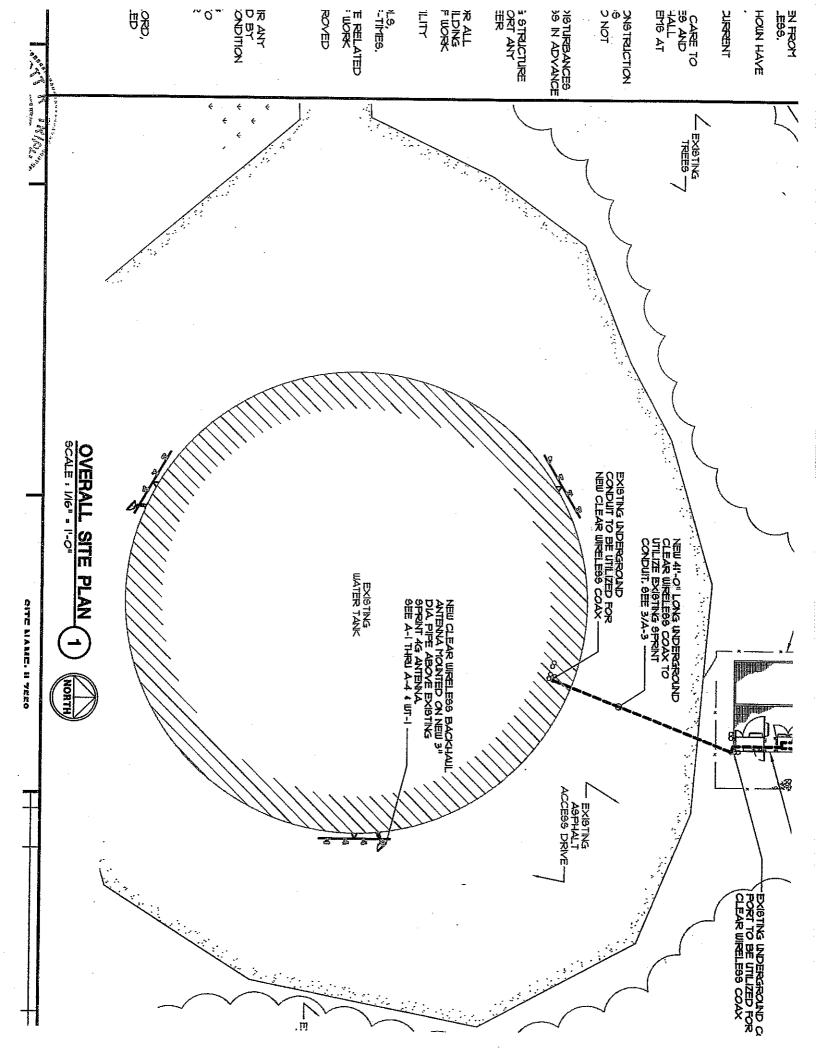
  10 ENSURE PROPER CONTACT. APPLY NON-OXIDIZING AGENT TO CONNECTIONS.
- COPPER BUSES SHALL BE CLEANED, POLISHED AND A NON-OXIDIZING AGENT APPLIED. NO PROGREMENTS OR DISCOLORED COPPER WILL BE PERVITTIED.

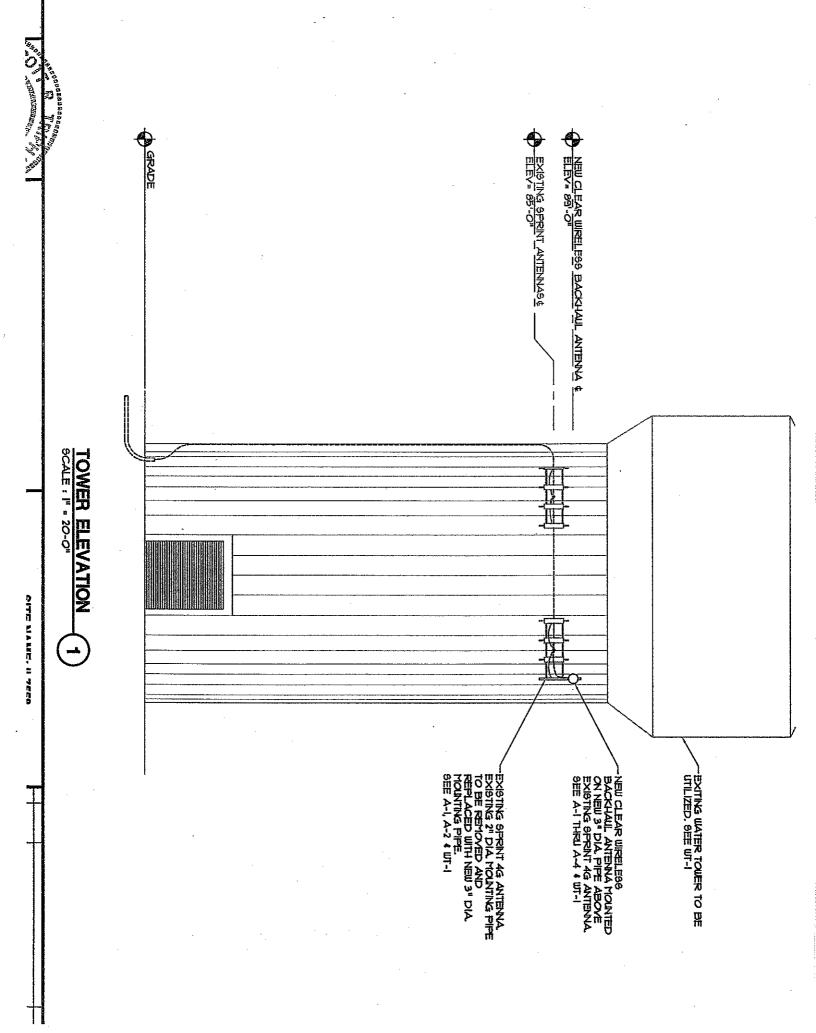
  GROUNDING CONDUCTORS SHALL BE RIN THROUGH PVC SLEEVE WHERE ROUTED THROUGH WALLS, FLOORS, AND CEILING, ENDS OF CONDUIT SHALL BE GROUNDED. SEAL BOTH ENDS OF CONDUIT SHALL BE GROUNDED. SEAL BOTH ENDS OF CONDUIT SHALL BE GROUNDED.
- ō HARDWARE (IE. NUTS, BOLTS, WASHERS, ETC.) IS TO BE STAINLESS STEEL.
  EXOTHERMIC WELDS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
- = THE ENTIRE 979TEM 9HALL BE 90LIDLY GROUNDED USING LOCKNITG, AND BONDING NUTS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTORS, RECEPTACLES AND EQUIPMENT BRANCH CIRCUITS SHALL BE GROUNDED WITH A FULL SIZED EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUIT'S CONDUIT.
- ন NSTALL GROUND BUSHINGS ON ALL METALLIC CONDUITS AND BOND TO THE BUILTING GROUND
- Ū GROUND BARS (SECTOR, COLLECTOR, and MASTER) SHALL BE BARE 1/4"X4" COPPER, LARGE ENOUGH TO ACCOMMODATE THE REQUIRED NUMBER OF GROUND CONNECTIONS. THE HARDWARE SECURING THE MIGB SHALL ELECTRICALLY NOWLATE THE MIGB FROM ANY STRUCTURE TO WHICH IS FASTENED. =
- Į, APPLY TAB KOPR-GHIELD OR APPROVED EQUAL PRIOR TO MAKING MECHANICAL CONNECTIONS.
  CONNECTIONS SHALL BE MADE WITH STAINLESS STEEL BOLTS, NUTS AND LOCK WASHERS 3/8"
  DIAMETER MIN. WHERE GALVANIZING IS REMOVED FROM METAL. IT SHALL BE PAINTED OR
  TOUCHED UP WITH GALVANOX' OR EQUAL.
- ল ALL TERMINATIONS AT EQUIPMENT ENCLOSURES, PANELS, FRAMES OR EQUIPMENT AND WHERE EXPOSED FOR GROWNING CONDUCTOR TERMINATION SHALL BE PERFORMED UTILIZING TWO HOLE BOLTED TOKSUE COMPRESSION TYPE WITH STANLESS STEEL SELF -TAPPING SCREWS.
- 9 ALL CLAMPS AND SUPPORTS USED TO SUPPORT THE GROUNDING SYSTEM CONDUCTORS AND PYC CONDUITS SHALL BE PYC TYPE (NON-CONDUCTIVE). DO NOT USE METAL BRACKETS OR SUPPORTS WHICH WOULD FORM A COMPLETE RING AROUND ANY GROUNDING CONDUCTOR.
- ALL BOLTS, WASHERS AND NUTS USED ON GROWNDING CONNECTIONS SHALL BE STAINLESS STEEL
- THE CONTRACTOR SHALL ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM TO TEST AND VERIENT THAT RESISTANCE TO EARTH DOES NOT EXCEED 50 OUTS. PROVIDE A COPY OF TESTING REPORT, INCLUDING THE METHOD AND INSTRUMENTS USED TO VERIEN RESISTANCE TO CLEAR WIRELESS THE SENTATIVE

- REDLINED AS-BUILTS A
- PROVIDE TUO COPIES

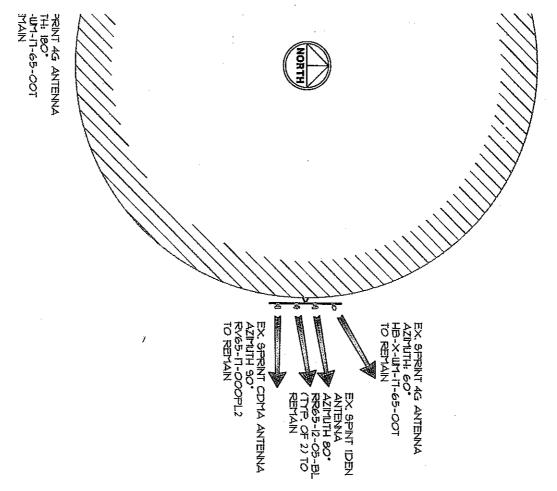
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- SYSTEM, AND THE GROUP
- g ALL WORK SHALL BE F AFFILICABLE BUILDING A NEAT MANNER AND S おりこうちょうりょ 66世上出版 Ö
- CONDUCT A PRE-COMB CONDITIONS AFFECTING DISCREPANCIES FOR O CONSTRUCTION.
- ø TO ORIGINAL CONDITION
- ø REMOVE DEERIS ON A FASHION WILL BE REMO SHEAL BE COC REPRESENTATIVE DEBY AND DISPOSED OF LEG
- ō CONTRACTOR TO CONFI 된
- IF PEIDESTAL DOES NOT SUBMIT COST QUOTATION THE COST QUOTATION, THE CAND/OR UPGRADE SER のなりですることであること
- Ņ CONTRACTOR SHALL M
  COMPANY ELECTRICAL
  COMPANY, LOCAL COD
- Ü CONTRACTOR SHALL MENTRANCE DISCONNECT VALUE, CONTRACTOR M AUTHORITY HAVING JURI EXCLUSIVE AND DEDIC ADDED TO THE COMPO
- Ą THE EQUIPMENT/ PROTE RATE HIGHER THAN NO RATE.
- ÿ CONTRACTOR SHALL









NEW CLEAR WIRELESS BACKHAUL ANTENNA MOUNTED ON NEW 3" DIA, PIPE ABOVE EXISTING SPRINT 4G ANTENNA ANDREW VHLP2-23 24" AZIMUTH, 2222184" KATO OFFE: IT-CHIBOOG RE-AIM EX OPRINT 4G ANTENNA AZIMITH: 190° HB-X-UM-17-65-00T

-NEW ANTENNA FRAME SUPPORT, I/WT-I

NORTH

RE-AIM EX OPRINT 4G ANTENNA AZIMJTH 280° HB-X-UM-IT-65-00T

NEW ANTENNA PLAI

1/6" - 1'-0

CITE MARE. II 7552

ISTING ANTENNA PLAN

Sand Sand Nunanananananan

SITE NAME: II 7558

BACKHAUL 9CALE: NONE

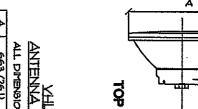
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NOTE; NEW ANTENNA INFORMATION OBTAINED FROM MICROWAYE INTERCONNECT REPORT DATED 05/07/09

BACKHAUL ANTENNA PATH \* 45,9302 2222184 A THE ANTENNAS ANDREW ANDREW YLP2-23 26.11/ 27 LBS 26.J°V 27 LB6 를 計 2 2 2 2 3 3 3 3 ₹ ₹ RECEIVE SITE LENGTH N II-CHIBOOS IL-CHI5952 2568 길に CENTER 8 8

YHLP2-18 ANTENNA DIMENSIONS ALL DIFENSIONS IN MY (NOTHS)

BACKH. Z



SIDE VIEW

BACK VEW

PIPE (TYP)

ALL DITENNA I TQF 1

CONTRACTOR TO VERIFY ACTUAL COAX CABLE REQUIREMENTS WITH CLEAR WRELESS LLC. PRIOR TO CONSTRUCTION.

gr

LOCATE DISH ANTENNA 90 THAT THE DISH CENTERLINE IS NO MORE THAN 2'-O" FROM ALL BOL13 TO BE TIGHTENED TO A "SNUG-TIGHT" CONDITION. "SNUG-TIGHT" CONDITION THEN ALL PILES IN A JOINT ARE IN FIRM CONTACT. THIS MAY BE ATTAIN IMPACT WEINCH OR THE FULL EFFORT OF A MAN USING AN ORDINARY "SPUD" WRENCH

VAETTHOD 3ANDS	BAND NAMBER
JOR I)	9MALLE9T NUMBER IN THIS SECTIOR DEGREE RANGE WILL BE LABELED "RI". THE NEXT LARGER NUMBER WILL BE NAMED "RZ".
70R 2)	9MALLE9T NUMBER IN THIS SECTIOR DEGREE RANGE WILL BE LABELED "BI", THE NEXT LARGER NUMBER WILL BE NAMED "B2",
CTOR 3)	9MALLE9T NUMBER IN THIS SECTION DEGREE RANGE WILL BE LABELED "YI". THE NEXT LARGER NUMBER WILL BE NAMED "YZ".

# TENNA & DISH LABELING

PROPRIATE COLORED TAPE TO DENOTE THE ANTENNA AND MICROWAYE AROUND THE TOP AND BOTTOM OF THE SUPPORT PIPE AS DEPICTED ABOVE.

# COAX CABLE LABELING

) WITHIN 12" OF THE TERMINATION AT BOTH ENDS OF COAX, AT OR NEAR THE THER PRIOR TO THE ENTRY INTO THE CONDUIT OR PRIOR TO ENTRY INTO THE BETWEEN I"-2" WIDE, FOR MULTIPLE BAND MARKING, BANDS SHALL BE

@-0" LONG

NED PER SITE CONDITION BY THE CONTRACTOR REPORT, SKANED AND APPROVED BY RF ENGINEERING ACTUAL LENGTHS OF CABLES BEFORE INSTALLATION.

IAXIMIM CABLE BEPARATION REQUIREMENTS AS TO THE TYPE OF CABLE AND DAMAGE, AS WELL AS TO PREVENT THE INDUCTION OF CURRENT INTO THE OFFILIX CREATED FROM POWER AND CURRENTS THROUGH THE CABLES. WITH THE APPROVED CUITING TOOL FOR SAFETY AND PROTECTION

1 DAMAGE AND SHALL HAVE THE MINIMUM BEND RADIUS FOR THE SIZE AND 116 CASE THE MINIMUM RADIUS IS 4 NICHES.

3 LEAVING THE EQUIPMENT TO THEIR TERMINATION POINTS

NOTALLED IN A MANNER AS TO PROTECT THE CABLES FROM DAMAGE OF FERE CABLES ARE ROUTED DOWN THE TOWER.

WHATH OF EYERY THREE (3) FEET EXCEPT FOR THE INSIDE MONOPOLES AND CONNECTOR MANUFACTURERS SUPPORT RECOMMENDATIONS SHALL BE

ALL OUTSIDE CABLES, CABLES SHALL BE SLOPED AWAY FROM THE PREVENT WATER FROM ENTERING THROUGH THE CABLE PORT.

PIPE o'-o" LONG

RIENTATION - (3) SECTOR LABELING

A RIGHT

REPLACE 2" DIA MOUNTING PIPE MO" DIA 91D. AG ANTENNA ----NEW 3" DIA, 61D. NEW MICROWAYE BACKHAUL ANTENNA AG ANTENNA ---DACKHALL ANTONA NEW MICROWAYS MXIGTING WATER TANK EXISTING EXIT PORT NEW STABILIZER AR TXISTING TXIT PORT TANK NECK USE 1416 SECTION
UNDER PAYEMENT
OR VEHICLE TRAFFIC
AREA 30" MINIMUM 6ª 24"

SCALE: NONE ANTENNA MOUNT DETAILS N

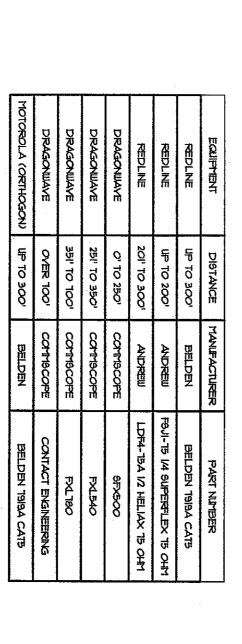
UNDERGROUND COAX

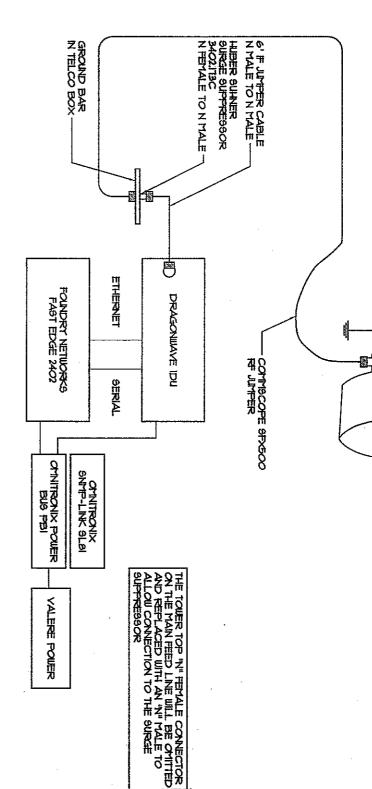
NEW CLEAR WIRELESS CABLES. SEE A-I

SCALE : NONE

CITE MAME: II 7552

SCALE: NONE

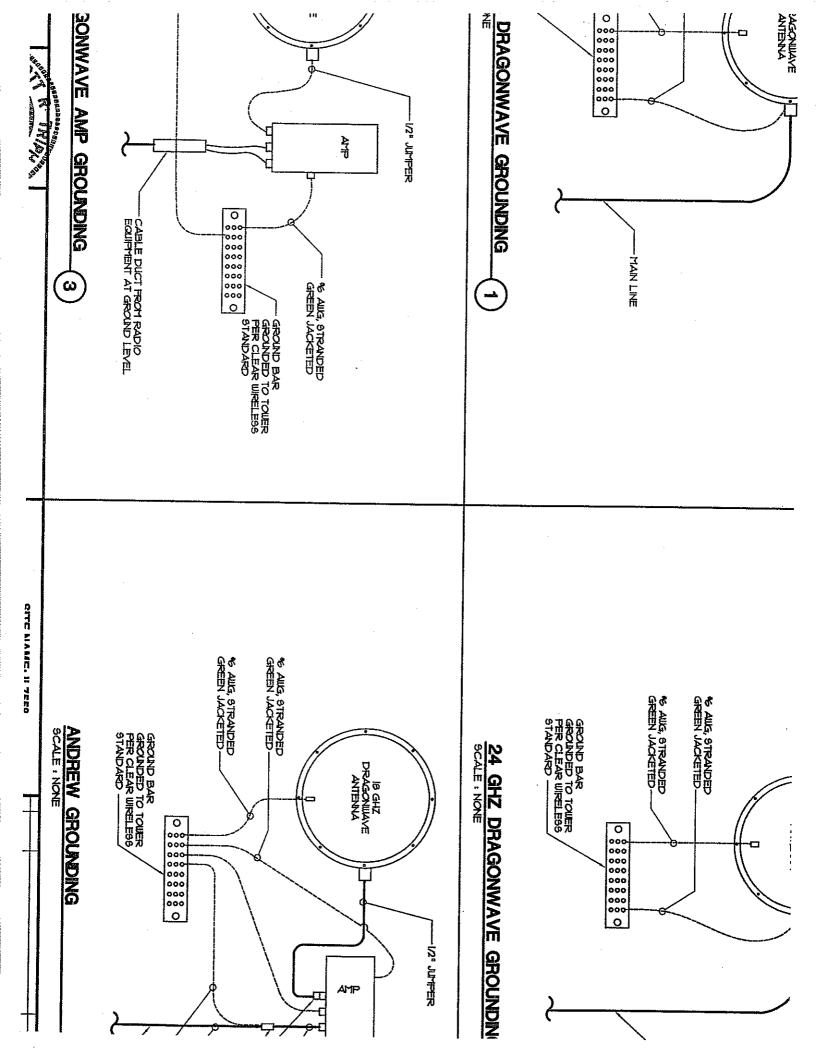




ANDREWS OR RADIOWAYE
BACKHAUL ANTENNA

BACKHAUL ANTENNA
INSTALLATION DETAIL

CITE MAME. II 7550



INE OF EXIST.
R TANK ш COAX CABLE MOUNTING ANTENNA NOTE:
COAX CABLE TO BE
SUPPORTED FROM
ABOVE USING J-HOCKS. ANTENNA FRAME SUPPORT ALL NEW ATTACHMENTS, HARDWARE, ANTENNAS AND EXPOSED CABLE SHALL BE PAINTED TO MATCH TANK DO NOT USE WATER TANK PAINT TO PAINT ANTENNAS, USE TRANSPARENT PAINT OF THE SAME COLOR AS WATER PROVIDE TOUCH-UP TO ANY DAMAGED TANK COATING PER SPECS. GALYANIZED MEMBERS SHALL BE ONLY THOSE NOTED. ALL STEEL SHALL BE SHOP PRIMED PER SPECIFICATIONS NOTES: MOUNT BRACE \*\* ROLL PIECE TO RAD. OF FLUTE SCALE: NONE DETAIL <u>ا</u>ھ ဖ 1 1/2" (TYP) - EXIBTING COAX
CABLE MOUNTING
BRACKET CABLE TO REMAIN COLUMN TANK WALL BY OTHERS.

SCALE: NTS.

N

ANTA R. TRING.

DITTI MARRE. II TEFO

SCALE: NIS.

