

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**SEPTEMBER 21, 2010 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
License Agreement with Verizon Wireless to Install, Maintain and Operate Antenna on Village Property	✓ Resolution Ordinance Motion Discussion Only	Enza Petrarca Village Attorney

**SYNOPSIS**

A resolution has been prepared authorizing approval of a License Agreement with SMA Limited Partnership d/b/a Verizon Wireless to install, maintain and operate an antenna on Village Property at 3701 Highland Avenue.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals identified *Steward of Financial Responsibility*.

**FISCAL IMPACT**

The proposed agreement is for a five year term, which would begin upon the issuance of a building permit in 2010 and would conclude on December 31, 2014. Approval of the proposed agreement would result in the Village collecting \$3,330 in monthly license fees until December 31, 2010, with a four percent increase in each year thereafter.

**RECOMMENDATION**

Approval on the September 21, 2010 consent agenda.

**BACKGROUND**

Chicago SMA Limited Partnership d/b/a Verizon Wireless is a provider of digital communications in the Chicagoland area. Verizon contacted the Village concerning its desire to install an antenna on the Village's water tower located at 3701 Highland Avenue Avenue. Associated equipment cabinets will be placed on the property as well. The license agreement is only for the installation of antenna on existing Village Council approved sites, and will not extend the height of the tower. As such, no special use approval is required pursuant to the Zoning Ordinance.

The proposed license agreement is for a five year term, which would begin upon the issuance of a building permit in 2010 and would conclude on December 31, 2014. Approval of the proposed agreement would result in the Village collecting \$3,330 in monthly license fees until December 31, 2010, with a four percent increase in each year thereafter. The Village will then have the option of renewing the contract for two additional five year terms at the conclusion of the proposed agreement.

**ATTACHMENTS**

Resolution  
Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A LICENSE AGREEMENT BETWEEN  
THE VILLAGE OF DOWNERS GROVE AND CHICAGO SMSA LIMITED PARTNERSHIP  
D/B/A VERIZON WIRELESS 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 Agreement (“Agreement”), between the between the Village of Downers Grove (“Village”) and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, (“Licensee”) for a license agreement to install, maintain and operate antenna equipment on Village property located at 3701 Highland Avenue, Downers Grove, IL, as set forth in 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 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

**LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS  
GROVE AND CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON  
WIRELESS TO INSTALL,  
MAINTAIN AND OPERATE AN ANTENNA ON VILLAGE PROPERTY**

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 lessor of certain real estate located at 3701 Highland Avenue, Downers Grove, Illinois, upon which is located a Village Water Tower (hereinafter referred to as the "Tower"); and

WHEREAS, Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, an Illinois limited liability company (hereinafter referred to as the "Licensee") has requested permission to install antennas on the neck of the Tower and its related equipment on ground space near the Tower (hereinafter referred to as the "Antenna"); and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions, the Village and the Licensee agree 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:

a. Exhibit 1 - Site map of the Property dated March 24, 2010, and approved by the Village on \_\_\_\_\_, 2010, showing the Tower Space and 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 March 24, 2010, and approved by the Village on \_\_\_\_\_, 2010, for the Antenna and any cables or utility lines to be installed on the Licensed Premises and used for housing of the related Antenna equipment (collectively "Licensee's Improvements").

**2. GRANT OF LICENSE:**

The Village hereby grants to the Licensee the right, permission and authority to install, operate and maintain Licensee's Improvements upon the terms and conditions hereinafter specified. This Agreement shall not terminate upon the sale, assignment or transfer of the property, but shall run with the land. In the event that the Tower is removed, this contract shall cease and neither the Village nor the Licensee will be responsible or liable for replacement or rent.

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 approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Licensee may perform maintenance, repair or replace any equipment contained within Licensee's ground equipment cabinet without Village's consent, provided that the Village is provided notice.

b. *Antenna:* The Antenna shall be for the operation of radio frequency: 698-787 MHz, 800-895 MHz and 1910-1975MHz. The Antenna shall be installed, attached to the Tower, and maintained in conformance with Exhibit 2 and any applicable State and 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 the 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 Antenna. Further, the Licensee shall comply with all applicable laws and regulations of such regulatory authorities including, but not limited to the Federal Communications Commission.

c. All costs connected with the installation, maintenance, repair, use and removal of Licensee's Improvements and any related equipment shall be the responsibility of the Licensee.

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

e. The Licensee may not interfere with the use by the Village, its officers, agents and employees, of the Tower or the property on which it is located.

f. Except for emergency situations, the Village shall provide reasonable advance notice to Licensee when it conducts any Tower repair or maintenance work that affects the Antenna or function of the Antenna. Except for emergency situations, the Village shall not physically disturb Licensee's equipment without Licensee's permission. Licensee shall be entitled to access the equipment located on the Ground Space near the Tower twenty-four (24) hours a day, seven days a week. Licensee shall provide the Village reasonable advance notice when access to the antenna on top of the Tower is needed. Access to the Tower can only be obtained between the hours of 8:00 a.m. and 4:00 p.m. by calling the Village Operations Center at (630) 434-5706 or

(630) 434-5707. In the event of an emergency situation, Village agrees to provide Licensee as much notice as reasonably practical before disturbing Licensee's equipment.

g. The Licensee shall maintain Licensee's Improvements in good repair, and in a clean and sightly condition.

h. Upon termination of this Agreement by either party, the Licensee shall, within sixty (60) days and at its expense, remove the Licensee Improvements and restore the Licensed Premises to substantially its original condition, reasonable wear and tear excepted.

i. If Licensee abandons its use of Licensee's Improvements, 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's Improvements and restore the Tower to substantially its original condition. Licensee's Improvements will be presumed abandoned if it is not operated for a period of one month or more. If Licensee's Improvements are not removed within thirty (30) days, the Village may remove Licensee's Improvements and the Licensee shall reimburse the Village for the costs of such removal.

**5. NON-INTERFERENCE WITH VILLAGE OPERATIONS:**

Neither this Agreement nor Licensee's Improvements shall interfere or obstruct the functioning of the Village's operations and services. Licensee warrants that Licensee's Improvements shall be constructed, installed, maintained and operated in such a manner as to not interfere or obstruct any radio or electronic equipment or signals of the Village's radio and data systems. In the event such interference occurs, and the interference cannot be eliminated by Licensee within thirty (30) days after receipt of notice of interference from Village, then Licensee agrees to power down its equipment (except for intermittent testing during off-peak hours) and investigate and attempt to resolve the technical issues of the operation of its equipment that are impacting the Village operations and services. The Licensee shall continue to pay Rent during any period in which it is investigating or attempting to resolve any technical issues with regard to the operation of its equipment. If Licensee cannot resolve the technical issues and interference with respect to the operation of its equipment and impact on the Village equipment within sixty (60) days after the initial receipt of notice of interference from Village, then Licensee shall either remove the offending equipment or terminate this Agreement upon notice to Village.

Provided after notice to Licensee, the Village may immediately terminate this Agreement, or require that operation of the Antenna or any of Licensee's Improvements be immediately ceased where the Village reasonably determines that the Antenna or Licensee's Improvements present an immediate and serious danger to the public health, welfare or safety due to interference with the operation of the Village's radio and data systems.

**6. TERM:**

a. This License shall have an Initial Term beginning upon the first day of the month in which a building permit is issued, but in no event later than January 1, 2011 ("Commencement Date"). The parties agree to memorialize the Commencement Date in writing, signed by both parties. In the event that the Commencement Date begins on January 1, 2011 of a given year,

then the Initial Term shall end on the fifth anniversary of said Commencement Date. In the event that the Commencement Date is a date that does not fall on January 1<sup>st</sup> of a given year, an "In Year Commencement Date", and in order to establish an annual term commensurate with a calendar year, then the initial term would commence on the In Year Commencement Date and end on December 31<sup>st</sup> of the same year. Thereafter, as part and parcel of the Initial Term, four additional one (1) year periods shall automatically commence each January 1st and extend through December 31<sup>st</sup> of the same year. Thereafter, the term shall be automatically extended for one (1) five-year Extension Term ("First Extension") unless LESSEE provides the Village with written notice of its election not to renew the License at least one hundred and twenty (120) days prior to the expiration of the Initial Term. Upon the expiration of the First Extension, this License shall be extended for one (1) five-year additional extension term unless either party provides the other with written notice of its election not to renew the License at least one hundred and twenty (120) days prior to the expiration of the current term ("Second Extension").

b. Upon thirty (30) days after commencement of the Second Extension, Licensee may request the Village to enter into negotiations towards renewing or extending this Agreement. Any 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:**

Beginning on the Commencement Date, Licensee shall pay to the Village a license fee of \$3,330.00 per month. Thereafter, effective on each first day of January of the agreement, the license fee shall increase in an amount equal to the fee for the preceding year multiplied by 4%. All payments of the licensee fee shall be made on a monthly basis. The fee shall be paid to the Village of Downers Grove, Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515. It is understood that the first payment of the monthly licensee fee shall not be payable by Licensee until thirty (30) days after the Commencement Date.

**8. TERMINATION:**

This Agreement may be terminated as follows:

a. Licensee may terminate this Agreement at any time upon sixty (60) days written notice to the Village without further liability if Licensee does not obtain all permits or other approvals required from any governmental authority or any easements required from any third party to operate the communications system, or if any such approval is canceled, expires or is withdrawn or terminated, or if the Village fails to have proper ownership of the site or authority to enter into this Agreement, or 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, it shall pay the Village a termination penalty equal to three 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 this 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 a reasonable extended period of time in order to cure the default.

c. In the event the Tower is destroyed or substantially damaged so as to substantially effect Licensee's use of the property, this Agreement shall be considered terminated.

**9. TOWER REPAIR/MAINTENANCE:**

Upon receiving ninety (90) days 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 Licensee's Improvements. During the term of this Agreement, the Tower may be refurbished and/or painted as part of Village's repair and maintenance duties. 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 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, which approval shall not be unreasonably withheld, conditioned or delayed. During such period, Licensee may, at its sole cost and expense, install the Antenna on a temporary telephone pole or bring a cell on wheels outside the shrouded area of the tower in a 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 on the site. 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 communications with the Licensee and after affording the Licensee a reasonable opportunity to correct the situation, restore the Licensed Premises, or remove the 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 Licensee's Improvements, including electricity from any source available on the Property as along as the electricity for Licensee's Improvements are separately metered. Any utilities to be installed must

be underground and at a 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 is solely responsible for payment of taxes on the leasehold. Licensee is solely responsible to determine the taxes owed and to comply with the DuPage County payment procedures. Licensee shall reimburse the Village for any personal or real property taxes which are assessed as a result of Licensee's Improvements and directly attributable to its use of the Property under the terms of this Agreement. 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. In the event that the Village becomes aware of any tax delinquency and that delinquency is not cured by the Licensee, the Village shall have the right to remove any of Licensee's equipment and terminate the Agreement.

**13. INDEMNIFICATION:**

Licensee shall indemnify, become responsible for and hold harmless the Village, its boards, committees, commissions, officers, agents and employees from any and all liability arising out of the existence of this Agreement; the installation, existence, maintenance or repair of Licensee's Improvements; or any act or omission of Licensee, its officers, agents and employees, except for liability which arises from the Village's or its employees' or agents' negligence or intentional misconduct.

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. Notwithstanding the foregoing, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

**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.

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 Village against worker's compensation claims arising out of Licensee's activities on the Tower; (ii) fire and casualty insurance covering 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 property damage insurance, for bodily injuries and property damage, in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate covering bodily injuries or property damage occurring on the Tower.

b. During Construction/Installation. During construction/installation, Licensee's contractor shall also maintain and provide Village with evidence of each of the insurance coverages specified in subparagraph (a) and in the amounts so specified. In addition, the 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) shall be underwritten by a company or companies authorized to do business in the State of Illinois, shall be reasonably satisfactory to Village, shall name Village as an additional insured on the general liability coverage and a certificate of insurance shall be delivered to the Village, together with evidence of the payment of the premiums, prior to the commencement of the term of this Agreement. Licensee or, where applicable, Licensee's contractors shall furnish Village with a written notice of any cancellation of insurance required under this Section.

**15. LIENS:**

Licensee agrees that it will not permit or suffer any lien to be put upon or arise or accrue against the Property 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 its property 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 Property, 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 Licensee's Improvements and to file of record UCC financing statements and/or fixture filings to perfect the same.

**16. ASSIGNMENT AND SUBLEASING:**

This Agreement may not be assigned or transferred without the express written consent of the Village, which shall not be unreasonably withheld, conditioned or delayed. The Village agrees to respond to any such request within thirty (30) days from receipt of the request. Any assignment or transfer without such written consent shall, at the option of the Village, be deemed to be void and of no effect. Provided, however, this Agreement may be assigned or transferred to Licensee's parent or an subsidiary, successor legal entity or other affiliate of Licensee without the

Village's written consent as long as the Village is given written notice of the assignment or transfer within 30 days after said assignment or transfer occurs. The Village must approve any sublease and shall be entitled to 50% of any sublease in addition to the rental fee as described in Section 7, above.

**17. HAZARDOUS SUBSTANCES:**

a. The Village represents and warrants that it has no knowledge of any hazardous substance existing on the Property in violation of any applicable federal, State or local law, regulation or ordinance. 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 Property of any such hazardous substance, 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 Licensed Premises will not generate any hazardous substance, and that it will not store or dispose on the Licensed Premises, nor transport to or over the Licensed Premises, any hazardous substance in violation of any applicable federal, State or local law, regulation or ordinance. Licensee further agrees to hold the Village harmless from and against 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, hazardous or toxic materials, hazardous or toxic 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.

**18. 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.

**19. 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.

**20. 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.

**21. NOTICES:**

Unless otherwise specified herein, all notices under this agreement shall be made in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender and delivered to:

Village: Village Manager  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, IL 60515-4776

And: \_\_\_\_\_

Licensee: Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

In the event the Licensee moves, consolidates, merges, splits or otherwise reorganizes or moves its offices, it is the duty and obligation of the Licensee to provide written notification to the Village within thirty (30) days of any change.

**22. GOVERNING LAW:**

This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**LICENSEE:**

Chicago SMSA Limited Partnership, d/b/a  
Verizon Wireless

By: Celco Partnership, its General Partner

By: Beth Ann Drohan

Name: Beth Ann Drohan

Title: Area Vice President Network

Date: 9/8/10

Subscribed and sworn to  
this \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

**VILLAGE:  
VILLAGE OF DOWNERS GROVE**

By: \_\_\_\_\_

Title: Mayor

**ATTEST:**

\_\_\_\_\_  
Village Clerk

**Exhibit 1**

**Site Map of Property showing Tower Space and Ground Space**

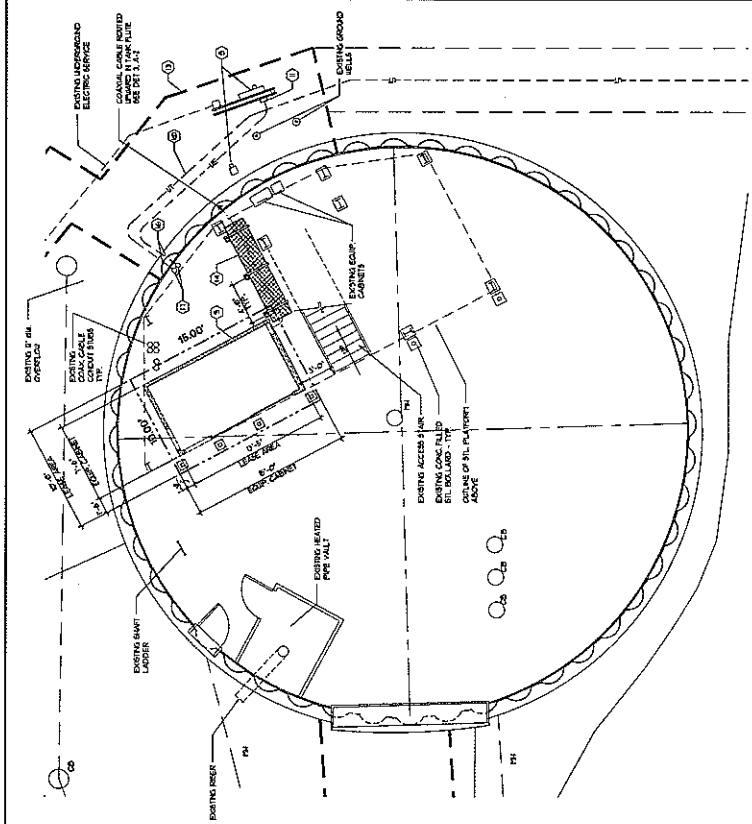
(see attached)

**Madden + McMillan Architects**  
 2188 Gladstone Court, Suite C  
 Middle Heights, IL 60139  
 (830) 599-9100 Fax: (830) 599-1287

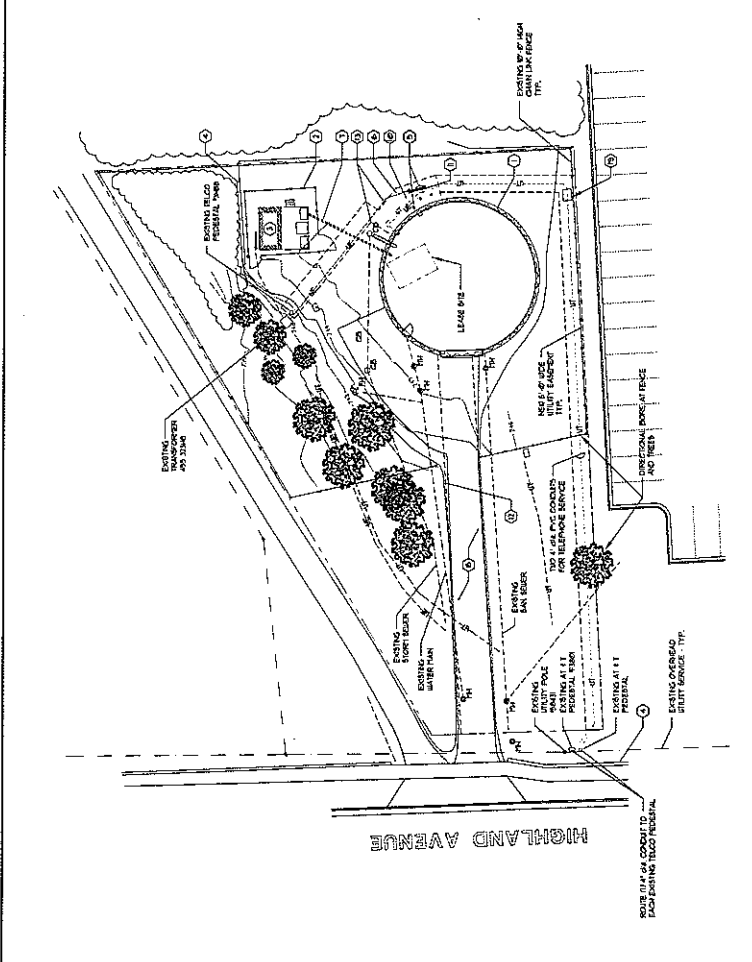
**CHICAGO SMSA**  
 LIMITED PARTNERSHIP  
 1818 WOODWARD ROAD  
 SCHMIDTGEN, LAMONS & BENTZ

**SITE PLAN**  
 PROJECT:  
 WHITLOCK PARK PCS  
 6000 SAAM WATER TANK  
 PROJ. NO. 200828897  
 LOCATION NO. 197855  
 3701 HIGHLAND AVENUE  
 DOWNERS GROVE, IL 60515

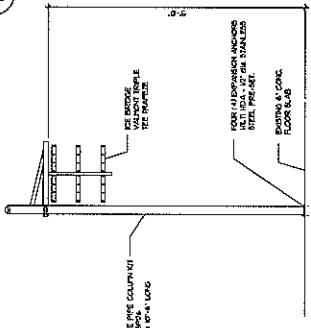
JOB NUMBER: DATE: 3/10/10  
 DRAWN BY: CHECKED BY:  
 SHEET NUMBER: **C-1**



**2 TANK PLAN AT GROUND LEVEL**  
 SCALE: 3/16" = 1'-0"



**1 SITE PLAN**  
 SCALE: 1" = 30'-0"



**3 WAVE GUIDE DETAIL**  
 SCALE: 1/2" = 1'-0"

**KEYED NOTES:**

- 1 EXISTING WATER TANK
- 2 EXISTING 8'-0" HIGH CHAIN LINK FENCE
- 3 EXISTING COMMUNICATIONS SHELTER
- 4 EXISTING RETAINING WALL
- 5 EXISTING ELECTRICAL SERVICE PETER
- 6 EXISTING UNDERGROUND UTILITY SERVICE
- 7 EXISTING UNDERGROUND COAXIAL CABLE
- 8 EXISTING TRUCK WIDE ASPHALT PAVED
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- 98 EXISTING TRUCK WIDE ASPHALT PAVED
- 99 EXISTING TRUCK WIDE ASPHALT PAVED
- 100 EXISTING TRUCK WIDE ASPHALT PAVED



**Exhibit 2**

**Plans and Specifications**

(see attached)





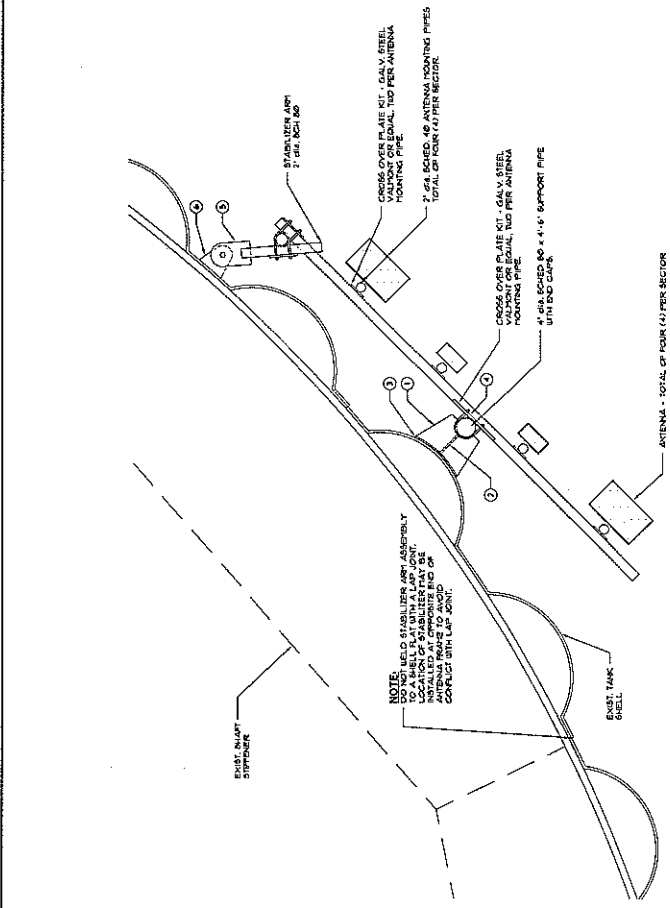
**Madden + McMillan Architects**  
 288 Gladstone Court, Suite C  
 Glenview Heights, IL 60138  
 (830) 638-8100 Fax: (830) 639-1287

REV	DATE	DESCRIPTION
1	12-10-10	ISSUED FOR REVIEW
2	12-10-10	ISSUED FOR REVIEW
3	12-10-10	ISSUED FOR REVIEW
4	12-10-10	ISSUED FOR REVIEW
5	12-10-10	ISSUED FOR REVIEW

**CHICAGO SMSA**  
 LIMITED PARTNERSHIP  
 115 WOODFIELD ROAD  
 SCHMINNER, ILLINOIS 60076

**TANK SECTION AND DETAILS**  
 PROJECT:  
 WITLOCK PARK PCS  
 6000 SAM WALKER TANK  
 1700 W. 130TH STREET  
 DOWNERS GROVE, IL 60515

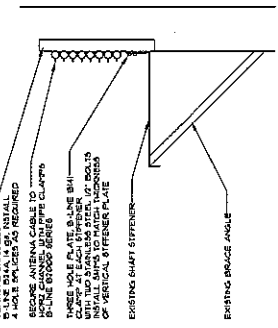
JOB NUMBER: DATE: 12-10-10  
 DRAWING CHECKED BY:  
 SHEET NUMBER: **A-2**



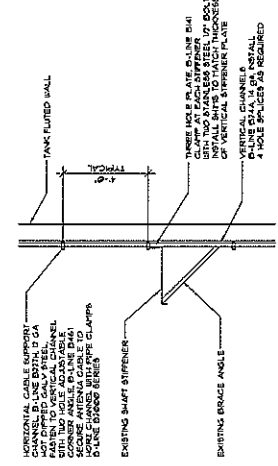
**2 ANTENNA MOUNTING DETAIL**  
 SCALE: 1" = 1'-0"

NOTE: SEE DETAIL 1 FOR SHELL PLATE STIFFENERS AND SHELL PLATE

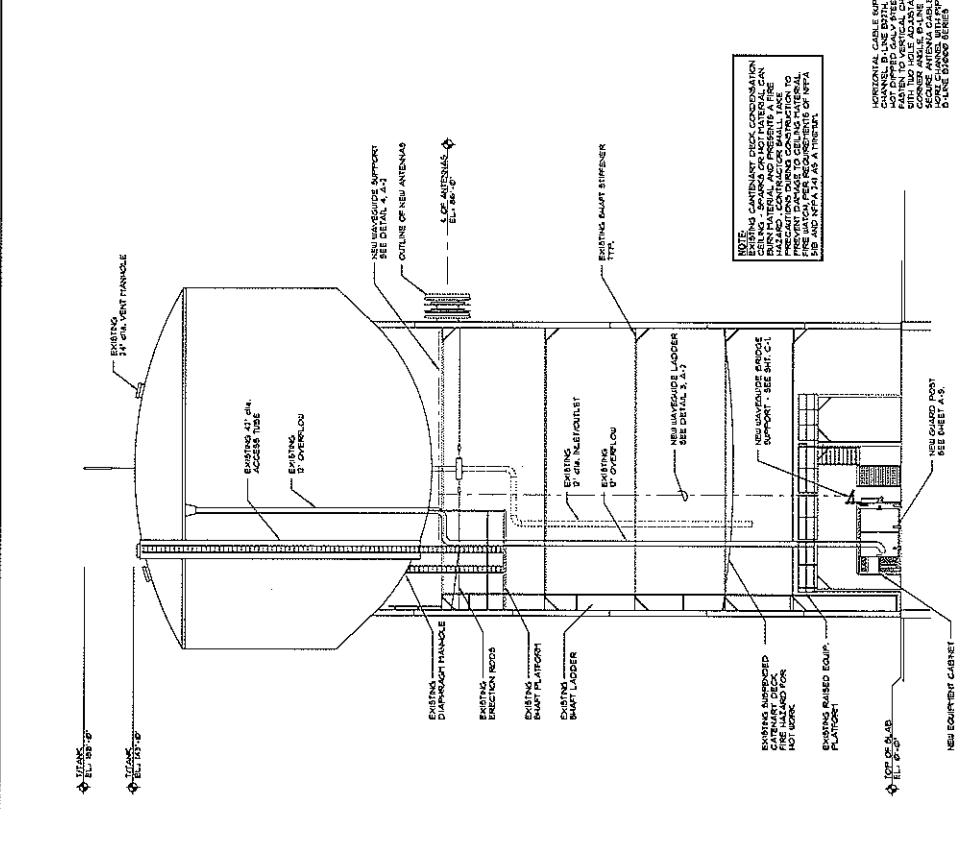
NOTE: EXISTING CANTILEVER DECK COORDINATION WITH CONTRACTOR SHALL TAKE PRESENT DAMAGE TO CANTILEVER DECK AND REPAIR AS A TYPICAL REPAIR AND REPAIR AS A TYPICAL REPAIR



**4 CABLE SUPPORT DETAIL**  
 SCALE: 3/4" = 1'-0"



**3 CABLE SUPPORT DETAIL**  
 SCALE: 3/8" = 1'-0"



**1 TANK SECTION**  
 SCALE: 3/32" = 1'-0"

**GENERAL NOTES:**

1. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO CODES AND ORDINANCES, THE ILLINOIS BUILDING CODE, AND THE ILLINOIS ELECTRICAL CODE.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER AND THE PROJECT ENGINEER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

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**GENERAL NOTES:**

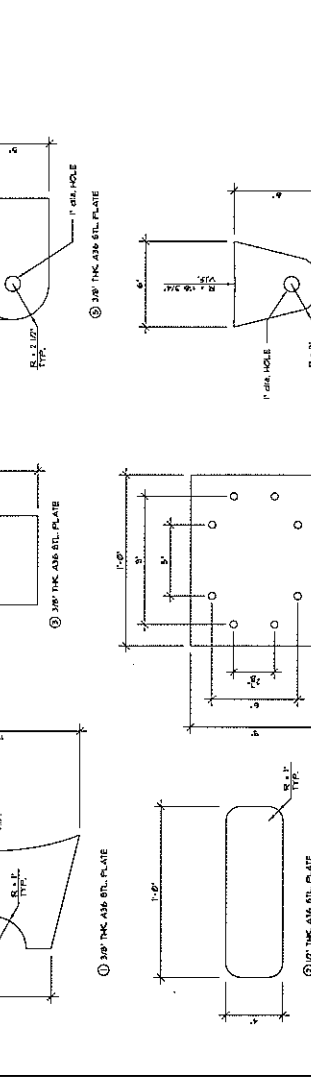
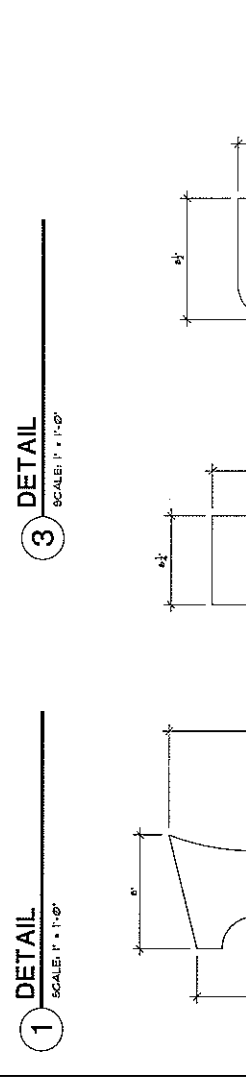
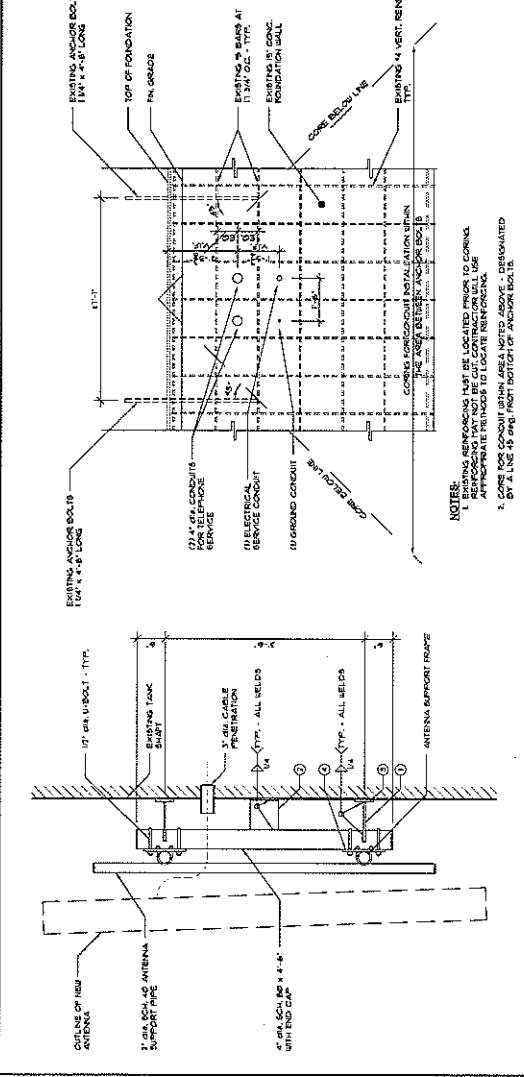
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**1 DETAIL**  
 SCALE: 1" = 1'-0"

**2 DETAIL**  
 SCALE: 1" = 1'-0"

**3 DETAIL**  
 SCALE: 1" = 1'-0"

**BRACKET SHAPES**  
 SCALE: 3" = 1'-0"

**BRACKET SHAPES**  
 SCALE: 3" = 1'-0"

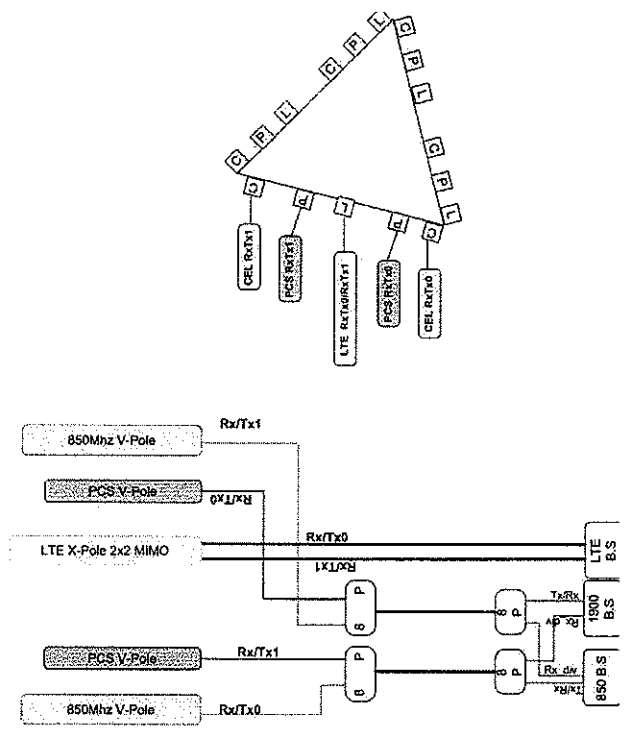
Madden + McMillan Architects  
 Architecture Engineering  
 2188 Geddes Court, Suite C  
 Glendale Heights, IL 60139  
 (630) 538-8100 Fax: (630) 538-1287

REV	DATE	DESCRIPTION
1	11-14-10	ISSUED FOR REVIEW
2	11-14-10	REVISED ALPHA SECTOR
3	11-14-10	ISSUED FOR REVIEW
4	11-14-10	REVISED FOR FINAL REVIEW
5	11-14-10	ISSUED FOR FINAL REVIEW
6	11-14-10	REVISED FOR FINAL REVIEW

CHICAGO SMSA  
 LIMITED PARTNERSHIP  
 150 WOODLARK ROAD  
 SCHAUMBURG, ILLINOIS 60196

ANTENNA CONFIGURATION  
 WHITLOCK PARK PCS  
 GOOD SAM WATER TANK  
 PROJ. NO. 200828877  
 LOCATION NO. 18353  
 DOWNERS GROVE, IL 60516

DATE: 11-14-10  
 DRAWN BY: JAT  
 CHECKED BY: JAT  
 SHEET NUMBER: A-4



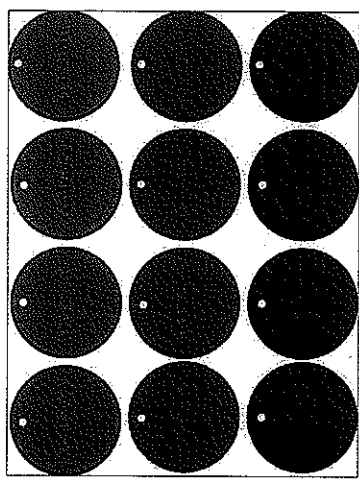
- NOTES:
- VERIFY EACH CABLE CABLE LENGTH, DIAMETER, BENDING AND ALL TIGHTENING.
  - PROTECT ALL CABLES FROM WEATHER CONDITIONS. MARK AT THE FOLLOWING LOCATIONS:
    - WHERE THE CABLES ENTER THE STRUCTURE.
    - WHERE THE CABLES ENTER THE CONDUIT.
    - WHERE THE CABLES ENTER THE EQUIPMENT RACK.
    - WHERE THE CABLES ENTER THE EQUIPMENT RACK.
  - DO NOT APPLY THE MARK TO THE CABLES WITH TYPICAL.
  - EACH CABLE SHALL BE SUPPORTED WITH CABLES HANG FROM A JOCK AT TOP OF JACK.
  - CONTRACTOR SHALL COMPLETE ALL NECESSARY PERMITS AND OBTAIN ALL NECESSARY APPROVALS FROM ALL APPLICABLE AGENCIES.
  - CONTRACTOR SHALL VERIFY ALL WORK MEETS ALL REQUIREMENTS THAT BE COORDINATED WITH THE PROJECT MANAGER.

2 ANTENNA LAYOUT  
 SCALE: N.T.S.

Proposed Configuration

Sector	Antenna Manufacturer	Antenna Model	Carrierline	Antimuh	Variable Dth	Remarks
Alpha	Andrew	LN651058-VTM	85	15	2	FAIR
BETA	Andrew	LN651058-VTM	85	15	2	FAIR
GAMMA	Andrew	LN651058-VTM	85	15	2	FAIR
Diplexer	DiPlexer Manufacturer	DiPlexer Model	DiPlexer Model	DiPlexer Model	DiPlexer Model	Count
Coax	Coax Manufacturer	Coax Model	Coax Model	Coax Model	Coax Model	Count

1 ANTENNA CONFIGURATION  
 SCALE: N.T.S.



- ALPHA SECTOR GREEN  
 BETA SECTOR BLUE  
 GAMMA SECTOR RED

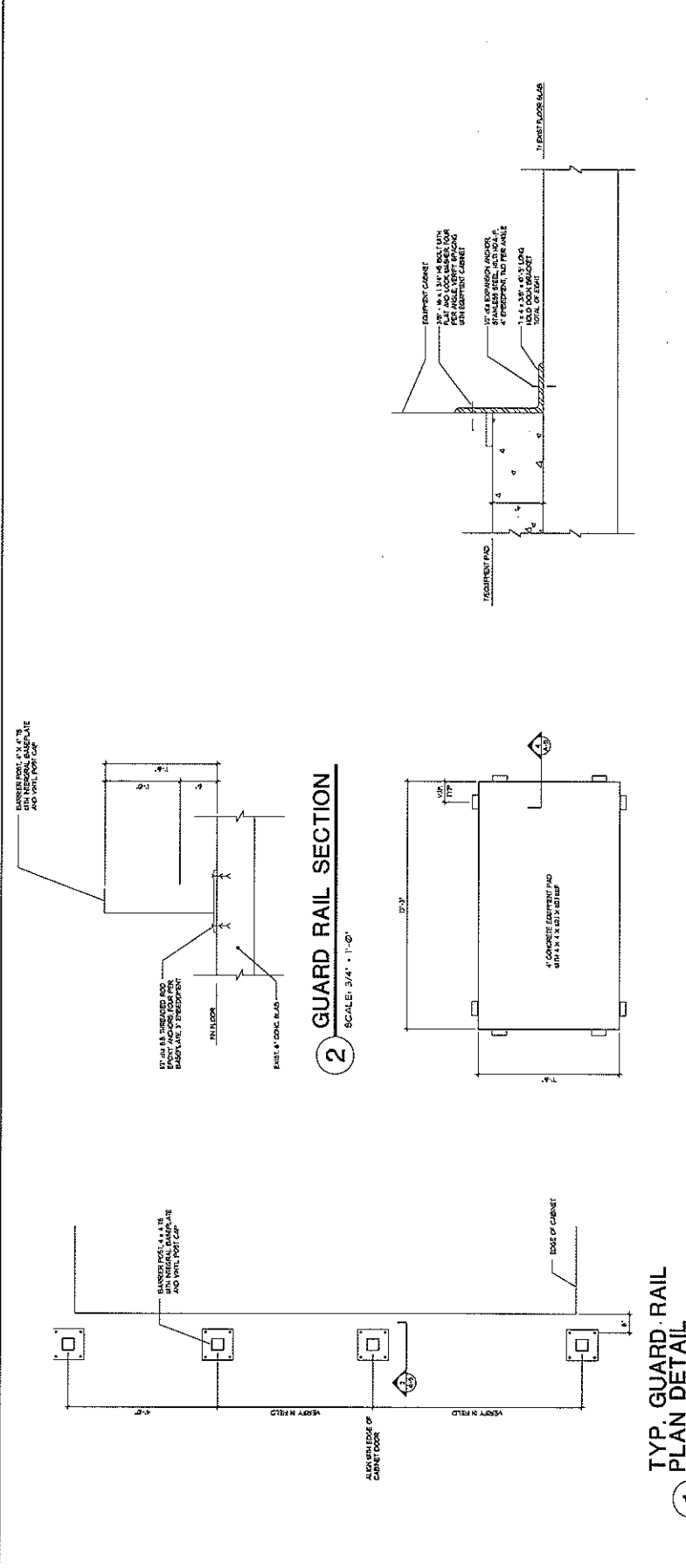
3 TAG DIAGRAM  
 SCALE: N.T.S.

**Madden + McMillan Architects**  
 ARCHITECTS ENGINEERS  
 2188 Gladstone Court, Suite C  
 Glendale Heights, IL 60139  
 (630) 638-8100 Fax: (630) 638-1287

**CHICAGO SMSA**  
 LIMITED PARTNERSHIP  
 155 WOODFIELD ROAD  
 SCHMIDTKE, LAMORE & BOYD  
 CHICAGO, IL 60656

**PROJECT**  
 WITLOCK PARK PCS  
 GOOD SAM WATER TANK  
 PROJ. NO. 200826977  
 LOCATION NO. 187855  
 3705 KOLMAR AVENUE  
 DOWNERS GROVE, IL 60515

**SHEET NUMBER**  
 A-5  
**DATE**  
 08/14/08  
**DESIGNED BY**  
 UNAMAT  
**CHECKED BY**



**1 TYP. GUARD RAIL PLAN DETAIL**  
 SCALE: 3/4" = 1'-0"  
 NOTE: GUARD RAIL MATERIALS BY OSHA PROTECTION SYSTEMS

**2 GUARD RAIL SECTION**  
 SCALE: 3/4" = 1'-0"

**3 EQUIPMENT CABINET PAD**  
 SCALE: 3/8" = 1'-0"

**4 DETAIL**  
 SCALE: 3" = 1'-0"

**SPECIFICATIONS FOR CONCRETE**

**PART 1 - GENERAL**

1. QUALITY ASSURANCE  
 A. CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE FOLLOWING UNLESS NOTED OTHERWISE:  
 1. ACI 308, SPECIFICATION FOR STRUCTURAL CONCRETE  
 2. ACI 119, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE  
 3. ACI 318, SPECIFICATIONS FOR TOLERANCES FOR CONCRETE CONSTRUCTION AND MATERIALS

2. PORTLAND CEMENT: ASTM C 150, TYPE I

3. CONCRETE MATERIALS  
 PORTLAND CEMENT: ASTM C 150, TYPE I  
 AGGREGATE: ASTM C 33, UNIFORMLY GRADED  
 AND AS FOLLOWS:  
 1. NOMINAL MAXIMUM AGGREGATE SIZE: 3/4" INCH  
 2. WATER: PORTABLE AND COMPLIANT WITH ASTM C 34  
 3. CONCRETE PORES  
 USE A QUALIFIED INDEPENDENT TESTING AGENCY FOR PREPARING  
 EQUIPMENT PAD. PREPARED THIS DESIGN FOR THE LABORATORY  
 PREPARATION NORMAL-WEIGHT CONCRETE  
 COMPRESSIVE STRENGTH (28 DAYS): 3000 PSI

**PART 2 - PRODUCTS**

1. CONCRETE MATERIALS  
 PORTLAND CEMENT: ASTM C 150, TYPE I  
 AGGREGATE: ASTM C 33, UNIFORMLY GRADED  
 AND AS FOLLOWS:  
 1. NOMINAL MAXIMUM AGGREGATE SIZE: 3/4" INCH  
 2. WATER: PORTABLE AND COMPLIANT WITH ASTM C 34  
 3. CONCRETE PORES  
 USE A QUALIFIED INDEPENDENT TESTING AGENCY FOR PREPARING  
 EQUIPMENT PAD. PREPARED THIS DESIGN FOR THE LABORATORY  
 PREPARATION NORMAL-WEIGHT CONCRETE  
 COMPRESSIVE STRENGTH (28 DAYS): 3000 PSI

**PART 3 - EXECUTION**

1. FORMWORK  
 A. FORMWORK SHALL BE DESIGNED AND INSTALLED TO WITHSTAND ALL LOADS AND CONSTRUCTION LOADS THAT MAY BE APPLIED UNTIL THE CONCRETE IS CAPABLE OF SUPPORTING SUCH LOADS.  
 B. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 C. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 D. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 E. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 F. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 G. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 H. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 I. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 J. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 K. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 L. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 M. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 N. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 O. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 P. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 Q. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 R. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 S. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 T. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 U. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 V. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 W. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 X. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 Y. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.  
 Z. FORMWORK SHALL BE CLEAN, TRUE, AND PROPERLY BRACED.

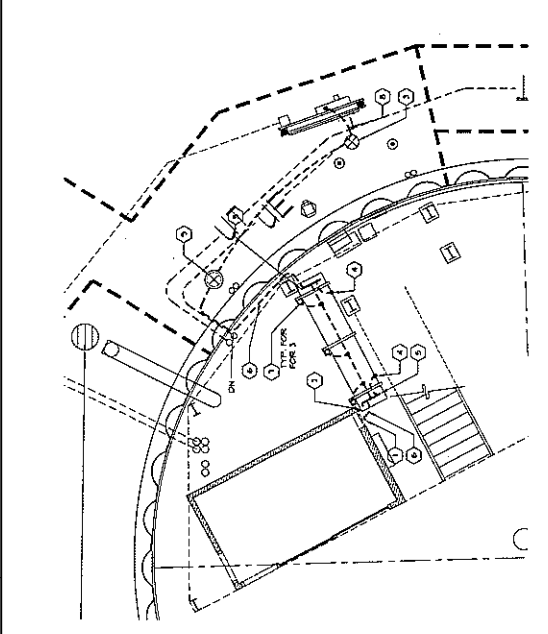
**CONCRETE PROTECTION AND CURING**

1. GENERAL: CONCRETE SHALL BE PROTECTED FROM PREMATURE DRYING AND EXCESSIVE CURING ON HOT TEMPERATURES. CONCRETE SHALL BE PROTECTED FROM PREMATURE DRYING AND EXCESSIVE CURING ON HOT TEMPERATURES. CONCRETE SHALL BE PROTECTED FROM PREMATURE DRYING AND EXCESSIVE CURING ON HOT TEMPERATURES.

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NO.	DATE	REVISION
1	11-29-12	ISSUED FOR PERMIT
2	12-10-12	REVISED FOR FINAL REVIEW
3	1-13-13	REVISED FOR PERMIT
4	1-29-13	REVISED FOR FINAL REVIEW
5	3-14-13	REVISED FOR PERMIT
6	3-22-13	REVISED FOR FINAL REVIEW
7	4-10-13	REVISED FOR PERMIT
8	4-17-13	REVISED FOR FINAL REVIEW
9	5-13-13	REVISED FOR PERMIT
10	5-20-13	REVISED FOR FINAL REVIEW

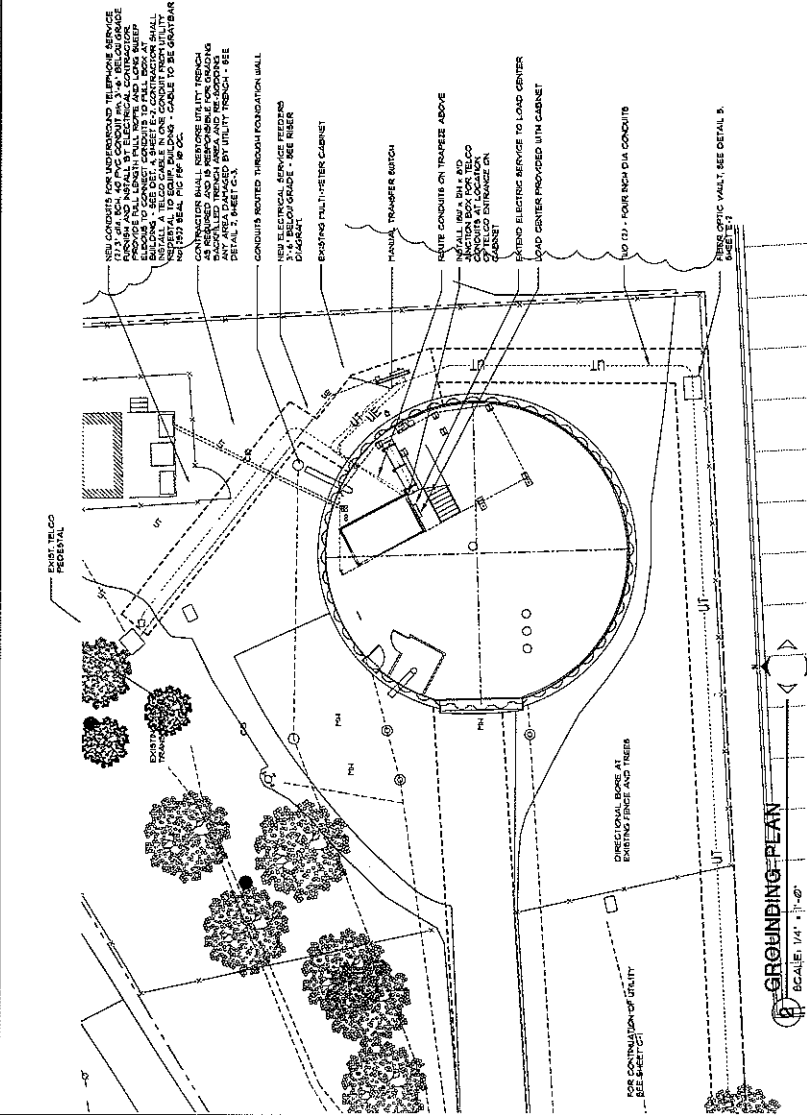


2 GROUNDING PLAN  
SCALE: 1/4" = 1'-0"

- KEYED NOTES:**
- EXTERIOR GROUND BARS SUPPLIED WITH EQUIPMENT BUILTER
  - USE TINED ROD COPPER CONDUCTOR FOR CONNECTION TO CABLE GROUND ANCHOR PLATE.
  - UTILITY METALLIC OBJECTS, 1/2" Ø OF LEAD COPPER CLAD TO FEDERAL SPECIFICATIONS AND TINED ROD COPPER CONDUCTOR TO FEDERAL SPECIFICATIONS TO BE INSTALLED TO TOP OF FOOTING OR FOUNDATION AND TO BE BOLTED TO FOOTING OR FOUNDATION. SEE DETAIL 1, SHEET E-2.
  - ALL SOLID TINED COPPER CONDUCTOR SEE DETAIL 1, SHEET E-2.
  - MARK EACH END OF WAVEGUIDE BRIDGE TO EXTERIOR GROUND BAR. SEE DETAIL 1, SHEET E-2.
  - MARK EACH END OF WAVEGUIDE BRIDGE AND INTERFERE CABLES AT BOTTOM OF TANK AND PRIOR TO ENTERING WAVEGUIDE PORT.
  - ADD GREEN INSULATED COPPER CONDUCTOR FROM GROUND BAR TO EXTERIOR GROUND RING. SEE DETAIL 1, SHEET E-1.
  - MARK TINED ROD COPPER CONDUCTOR FROM WAVEGUIDE BRIDGE SUPPORT PIPE TO BAR FITTING THROUGH SUPPORT PIPE.
  - NEW GROUND RING GROUND RING EXISTING SERVICE GROUND TO NEW GROUND RING.
  - GROUND ROD IN PVC INSPECTION WELL. SEE DETAIL 2, SHEET E-2.

ITEM	DESCRIPTION
①	1/2" Ø 1/2" LONG GALVANIZED GROUND ROD.
②	1/2" Ø 1/2" LONG GALVANIZED GROUND ROD.
③	1/2" Ø 1/2" LONG GALVANIZED GROUND ROD.
④	1/2" Ø 1/2" LONG GALVANIZED GROUND ROD.
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⑰	1/2" Ø 1/2" LONG GALVANIZED GROUND ROD.
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㉑	1/2" Ø 1/2" LONG GALVANIZED GROUND ROD.
㉒	1/2" Ø 1/2" LONG GALVANIZED GROUND ROD.
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㉖	1/2" Ø 1/2" LONG GALVANIZED GROUND ROD.
㉗	1/2" Ø 1/2" LONG GALVANIZED GROUND ROD.
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㊾	1/2" Ø 1/2" LONG GALVANIZED GROUND ROD.
㊿	1/2" Ø 1/2" LONG GALVANIZED GROUND ROD.

NOTE: DO NOT BOND GROUND SYSTEM TO THE WATER TANK BATEL.



3 ELECTRIC RISER DIAGRAM  
SCALE: 1/4" = 1'-0"  
NOT TO SCALE

- EQUIPMENT SCHEDULE**
- EGU1 EXISTING 120V, 1-PHASE PETERSEN CABINET
  - EGU2 EXISTING 120V, 1-PHASE PETERSEN CABINET
  - EGU3 EXISTING 120V, 1-PHASE PETERSEN CABINET
  - EGU4 EXISTING 120V, 1-PHASE PETERSEN CABINET
  - EGU5 EXISTING 120V, 1-PHASE PETERSEN CABINET
  - EGU6 EXISTING 120V, 1-PHASE PETERSEN CABINET
  - EGU7 EXISTING 120V, 1-PHASE PETERSEN CABINET
  - EGU8 EXISTING 120V, 1-PHASE PETERSEN CABINET
  - EGU9 EXISTING 120V, 1-PHASE PETERSEN CABINET
  - EGU10 EXISTING 120V, 1-PHASE PETERSEN CABINET
  - EGU11 EXISTING 120V, 1-PHASE PETERSEN CABINET
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  - EGU97 EXISTING 120V, 1-PHASE PETERSEN CABINET
  - EGU98 EXISTING 120V, 1-PHASE PETERSEN CABINET
  - EGU99 EXISTING 120V, 1-PHASE PETERSEN CABINET
  - EGU100 EXISTING 120V, 1-PHASE PETERSEN CABINET

**FEDER SCHEDULE**

- F01 - 120V, 1-PHASE C.
- F02 - 120V, 1-PHASE C.
- F03 - 120V, 1-PHASE C.
- F04 - 120V, 1-PHASE C.
- F05 - 120V, 1-PHASE C.
- F06 - 120V, 1-PHASE C.
- F07 - 120V, 1-PHASE C.
- F08 - 120V, 1-PHASE C.
- F09 - 120V, 1-PHASE C.
- F10 - 120V, 1-PHASE C.
- F11 - 120V, 1-PHASE C.
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- F98 - 120V, 1-PHASE C.
- F99 - 120V, 1-PHASE C.
- F100 - 120V, 1-PHASE C.

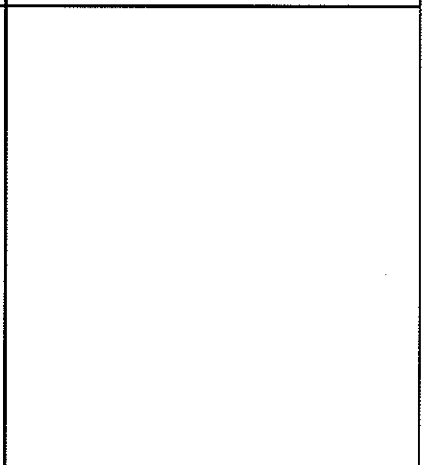
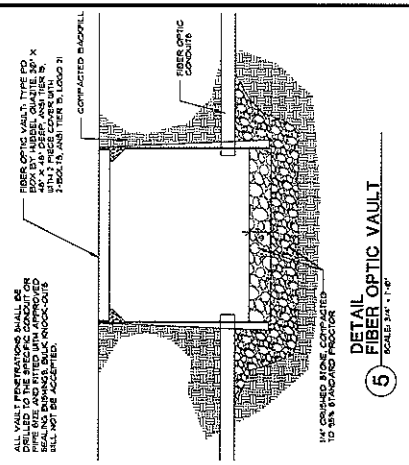
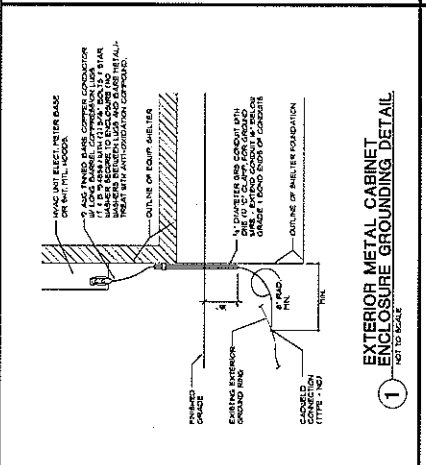
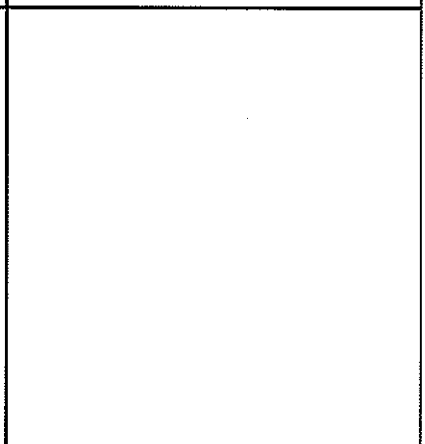
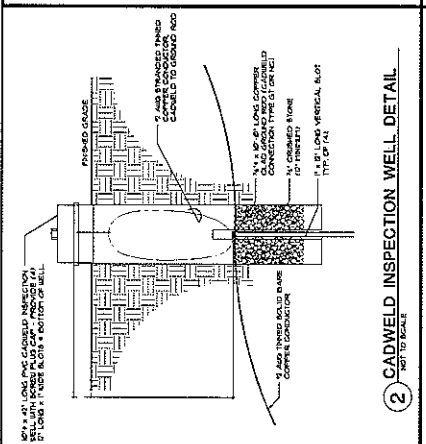
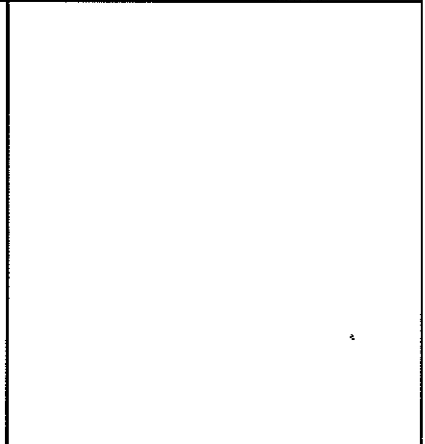
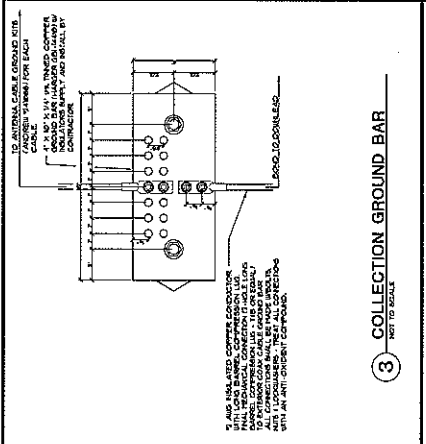
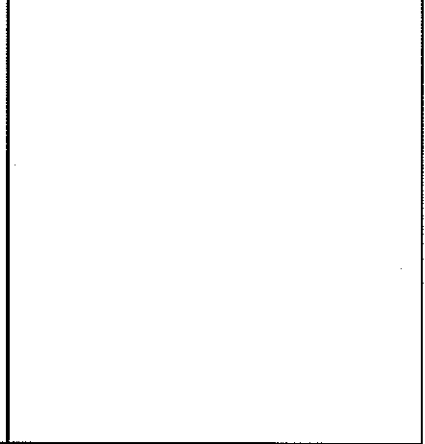
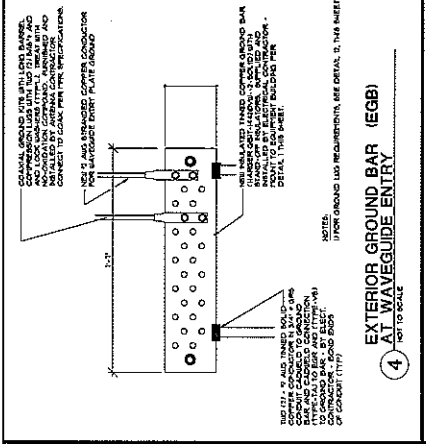
**Madden + McMillan Architects**  
 Architectural Engineering  
 2188 Madison Court Suite C  
 Glenview Heights, IL 60038  
 (630) 639-8100 Fax: (630) 538-1287

REV	DATE	DESCRIPTION
1	1-25-10	ISSUED FOR REVIEW
2	2-11-10	ISSUED FOR REVIEW
3	3-10-10	ISSUED FOR REVIEW
4	4-15-10	ISSUED FOR REVIEW
5	5-10-10	ISSUED FOR REVIEW
6	6-10-10	ISSUED FOR REVIEW
7	7-10-10	ISSUED FOR REVIEW
8	8-10-10	ISSUED FOR REVIEW
9	9-10-10	ISSUED FOR REVIEW
10	10-10-10	ISSUED FOR REVIEW

**CHICAGO SMSA**  
 LIMITED PARTNERSHIP  
 188 WOODWARD ROAD  
 SOUTHBRIDGE, ILLINOIS 60575

**ELECTRICAL DETAILS**  
 PROJECT: 10209932  
 WHITLOCK PARK PCS  
 GOOD SAM WATER TANK  
 POOL No. 20823977  
 LOCATION No. 197855  
 3701 HIGHLAND AVENUE  
 GONNERS GROVE, IL 60135

JOB NO. 10209932  
 DATE: 10/10/10  
 UNIT: 10209932  
 CHECKED: [Signature]  
 SHEET NUMBER: **E-2**



Prepared by and upon recording  
Please return to:

Ginsberg Jacobs LLC  
300 South Wacker Drive  
Suite 2450  
Chicago, Illinois 60606  
Attn: Steven F. Ginsberg, Esq.  
(Site Name: Whitlock Park)

### MEMORANDUM OF LICENSE AGREEMENT

This Memorandum of License Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2010, between Village of Downers Grove, with a mailing address of 801 Burlington Avenue, Downers Grove, Illinois 60515-4776, hereinafter collectively referred to as "LICENSOR", and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LICENSEE". LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LICENSOR and LICENSEE entered into a License Agreement (the "Agreement") on \_\_\_\_\_, 2010 for an Initial Term beginning upon the first day of the month in which a building permit is issued, but in no event later than January 1, 2011 ("Commencement Date"). In the event that the Commencement Date begins on January 1, 2011, then the Initial Term shall end on the fifth anniversary of said Commencement Date. In the event that the Commencement Date is a date that does not fall on January 1, 2011, an "In Year Commencement Date", and in order to establish an annual term commensurate with a calendar year, then the initial term would commence on the In Year Commencement Date and end on December 31<sup>st</sup> of the same year. Thereafter, as part and parcel of the Initial Term, four additional one (1) year periods shall automatically commence each January 1<sup>st</sup> and extend through December 31<sup>st</sup> of the same year. Thereafter, the term shall be automatically extended for one (1) five-year Extension Term ("First Extension") unless LICENSEE provides the Village with written notice of its election not to renew the Agreement at least one hundred and twenty (120) days prior to the expiration of the Initial Term. Upon the expiration of the First Extension, the Agreement shall be extended for one (1) five-year additional extension term unless either party provides the other with written notice of its election not to renew the License at least one hundred and twenty (120) days prior to the expiration of the current term ("Second Extension").
2. LICENSOR hereby licenses to LICENSEE a portion of that certain space on and within LICENSOR's Tower located at 3701 Highland Avenue, Downers Grove, Illinois 60615 as shown on the Tax Map of the DuPage County Recorder of Deeds as Tax Parcel No. 06-32-306-022-0000 and being part of that real property further DuPage County Recorder of Deeds, as described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B.



3. The Commencement Date of the Agreement, of which this is a Memorandum, is \_\_\_\_\_.
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LICENSOR and LICENSEE.

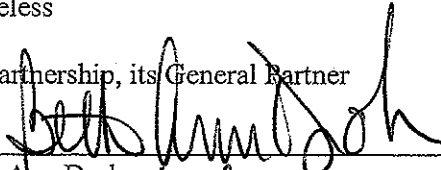
[Signatures Follow On Next Page]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LICENSOR and LICENSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LICENSEE:**

Chicago SMSA Limited Partnership, d/b/a  
Verizon Wireless

By: Cellco Partnership, its General Partner

By:   
Name: Beth Ann Drohan  
Title: Area Vice President Network  
Date: 9/2/10

Subscribed and sworn to  
this \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

**VILLAGE:**  
**VILLAGE OF DOWNERS GROVE**

By: \_\_\_\_\_  
Title: Mayor

**ATTEST:**

\_\_\_\_\_  
Village Clerk

STATE OF ILLINOIS )  
 )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that s/he is the Mayor of the Village of Downers Grove, a municipal corporation, and s/he, being authorized to do so, executed the foregoing Memorandum Of Land Lease Agreement as his/her own act and deed on behalf of the Village of Downers Grove.

WITNESS my hand and official Notarial Seal, this \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

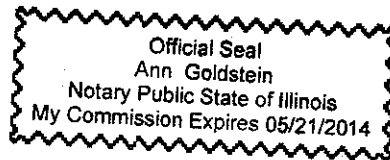
My Commission Expires:  
\_\_\_\_\_

State of Illinois )  
 ) ss.  
County of Cook )

On Sept. 2, 2010, before me, Ann Goldstein, notary public, personally appeared Beth Ann Drohan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Ann Goldstein* (Seal)



**EXHIBIT A**

**WRITTEN METES AND BOUNDS OF THE PREMISES  
AND INGRESS/EGRESS AND UTILITY EASEMENT**

***SEE ATTACHED***

LEGAL DESCRIPTION OF PARENT TRACT:

LOT 1 IN VILLAGE OF DOWNERS GROVE WATER UTILITY ASSESSMENT PLAT, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 1, 1989 AS DOCUMENT NUMBER R89-022988 IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF ACCESS & UTILITY EASEMENT:

A PARCEL OF LAND FOR ACCESS AND UTILITY PURPOSES, BEING A PART OF LOT 1 OF VILLAGE OF DOWNERS GROVE WATER UTILITY ASSESSMENT PLAT, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 1, 1989 AS INSTRUMENT NUMBER R89-022988 IN DUPAGE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 58 MINUTES 03 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, 38.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 58 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE 12.00 FEET; THENCE NORTH 87 DEGREES 27 MINUTES 28 SECONDS EAST, 132.44 FEET; THENCE SOUTH 01 DEGREES 19 MINUTES 59 SECONDS EAST, 12.00 FEET; THENCE SOUTH 87 DEGREES 27 MINUTES 28 SECONDS WEST, 132.31 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO THE RIGHTS AND INTEREST OF THE PARTIES OVER THOSE PORTION WHICH FALL WITHIN THE EASEMENTS DISCLOSED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, AND IDENTIFIED AS ORDER NO.: 1401 880008936 D1, WITH AN EFFECTIVE DATE OF MAY 4, 2010.

SAID PARCEL CONTAINS 1,589 SQUARE FEET.

LEGAL DESCRIPTION OF UTILITY EASEMENT:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF LOT 1 OF VILLAGE OF DOWNERS GROVE WATER UTILITY ASSESSMENT PLAT, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 1, 1989 AS INSTRUMENT NUMBER R89-022988 IN DUPAGE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 86 DEGREES 56 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1; 194.84 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 27 SECONDS WEST, 49.63 FEET; THENCE NORTH 19 DEGREES 48 MINUTES 57 SECONDS WEST, 11.97 FEET; THENCE NORTH 38 DEGREES 54 MINUTES 06 SECONDS WEST, 10.20 FEET; THENCE NORTH 39 DEGREES 37 MINUTES 06 SECONDS EAST, 4.00 FEET; THENCE NORTH 50 DEGREES 22 MINUTES 54 SECONDS WEST, 50.25 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 06 SECONDS WEST, 6.00 FEET; THENCE SOUTH 50 DEGREES 22 MINUTES 54 SECONDS EAST, 44.25 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 06 SECONDS WEST, 8.49 FEET; THENCE SOUTHEASTERLY 23.00 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 28.05 FEET AND CHORD WHICH BEARS SOUTH 36 DEGREES 12 MINUTES 03 SECONDS EAST, 22.36 FEET; THENCE NORTH 70 DEGREES 11 MINUTES 03 SECONDS EAST, 2.74 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS EAST, 41.78 FEET; THENCE SOUTH 86 DEGREES 56 MINUTES 19 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 1, 189.04 FEET TO THE WEST LINE OF SAID LOT 1; THENCE SOUTH 01 DEGREES 58 MINUTES 03 SECONDS EAST ALONG SAID WEST LINE, 6.00 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO THE RIGHTS AND INTEREST OF THE PARTIES OVER THOSE PORTION WHICH FALL WITHIN THE EASEMENTS DISCLOSED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, AND IDENTIFIED AS ORDER NO.: 1401 880008936 D1, WITH AN EFFECTIVE DATE OF MAY 4, 2010.

SAID PARCEL CONTAINS 1,960 SQUARE FEET.

**EXHIBIT B**

**BOUNDARY SURVEY OF THE PREMISES  
AND INGRESS/EGRESS AND UTILITY EASEMENT**

***SEE ATTACHED***

