

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
DECEMBER 18, 2012 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Second Amendment to License Agreement with AT&T	✓ Resolution Ordinance Motion Discussion Only	Enza Petrarca Village Attorney

SYNOPSIS

A resolution has been prepared authorizing approval of a Second Amendment to License Agreement with AT&T, also known as New Cingular Wireless, to maintain and operate an antenna on Village Property located at 4414 Downers Drive.

STRATEGIC PLAN ALIGNMENT

The goals for 2011 to 2018 identified *Steward of Financial and Environmental Sustainability*.

FISCAL IMPACT

The proposed agreement is for an additional two (2) five year terms, which would begin upon the end of their existing license agreement. Approval of the proposed agreements would result in the Village collecting \$4,000 in monthly license fees with a four percent increase in each year thereafter until December 31, 2023.

RECOMMENDATION

Approval on the December 18, 2012 consent agenda.

BACKGROUND

AT&T is a provider of digital communications in the Chicagoland area. In 2001 and 2006 (see Resolutions 2001-97 and 2006-47, attached), the Village Council approved the original license agreement and first amendment to license agreement with AT&T for the installation, maintenance and operation of antenna on Village property located at 4414 Downers Drive. This existing agreement is due to expire on December 31, 2016. AT&T contacted the Village concerning its desire to renew the antenna agreements well in advance of the expiration of the current agreement. This second amendment provides for the extension to the term of the agreement and revises the compensation, tax payment and subletting provisions of the existing agreement.

The proposed second amendment will add two additional five (5) year terms, commencing upon the end of the current lease and would conclude on December 31, 2023. Beginning on January 1, 2013, the Village shall receive \$3,617.71 per month, with a four percent increase in fees each year thereafter until December 31, 2023. After January 1, 2019, the Licensee may request the Village to enter into negotiations to further renew or extend the license agreement.

ATTACHMENTS

- Resolution Agreement
- Resolution 2001-97 and Resolution 2006-47

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A
SECOND AMENDMENT TO LICENSE AGREEMENT**

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 Village of Downers Grove (“Village”) and New Cingular Wireless, PC, LLC (“Licensee”) for a first amendment to license agreement for the maintenance and operation of antenna equipment on Village property located at 4414 Downers Drive, 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

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT (“Second 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, Illinois 60515 (hereinafter referred to as “Village”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as “Licensee”).

WHEREAS, Village and Licensee entered into a License Agreement entitled “LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND AT&T WIRELESS PCS TO INSTALL, MAINTAIN AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY” dated November 20, 2001 (along with Resolution No. 2001-97) (the “Original Agreement”), and "FIRST AMENDMENT TO LICENSE AGREEMENT", dated May 19, 2006 (along with Resolution 2006-47) (the “First Amendment”), whereby Village licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 4414 Downers Drive, Downers Grove, Illinois 60515 (collectively, the “Agreement”); and

WHEREAS, Village and Licensee desire to amend the aforementioned Agreement to provide that the term of the Agreement shall be extended and to otherwise amend the Agreement as set forth herein.

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

1. **Section 1.** “Contract Documents” of the Original Agreement and “Additional Antennas” contained in the First Amendment are stricken and amended as follows:

Section 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(s) of the Property (or upgrades thereto), as amended from time to time and approved by the Village, 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 (or upgrades thereto), as amended from time to time and approved by the Village, for the Antenna and any cables or utility lines installed on the Licensed Premises and the equipment cabinets to be installed

on the License Premises and used for housing of the related Antenna equipment (collectively the "Licensee Improvements").

2. **Section 3. SPECIFICATIONS**, the first sentence of paragraph b in the First Amendment shall be deleted in its entirety.

3. **Section 4. CONSTRUCTION, INSTALLATION AND MAINTENANCE**, paragraph g in the Original Agreement shall be deleted in its entirety and replaced with the following:

g. Licensee shall be entitled to access their equipment Monday through Friday, 7:00am to 3:30pm CST, by contacting the Village Building Services Department at 630/434-5551. If access is required after business hours, on weekends, on a holiday or in the event of an emergency, Licensee shall contact the Village Operations Center at 630/434-5706 or 630/434-5707.

4. **Section 6. TERM**, of the Agreement is amended to extend the term of the current Agreement. With this Second Amendment, the Agreement shall be automatically renewed for two (2) additional years and one (1) five (5) year renewal term as follows:

The Second Amendment renewal term will commence on January 1, 2017, and shall end December 31, 2018 (the "Initial Renewal Term"). Following the Initial Renewal Term, the renewal term of this Second Amendment shall automatically commence January 1, 2019, and shall end December 31, 2023, the final expiration date (the "Second Renewal Term"). Automatic renewal as provided herein will only cease upon at least ninety (90) days written notice of non-renewal in advance of the commencement of the Initial Renewal Term or the Second Renewal Term by one party to the other or until the final expiration date, which ever is sooner. Landlord agrees not to terminate this Agreement simply as a method to re-negotiate the terms contained herein.

After January 1, 2019, Licensee may request the Village to enter into negotiations toward 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.

5. **Section 7. COMPENSATION**, of the Agreement is amended by adding the following paragraph after the end of the first paragraph:

Beginning on January 1, 2013, Licensee shall pay to the Village a license fee of \$3,617.71 per month each month of 2013. **Thereafter, effective on the first day of January in each subsequent year during the term of the Agreement, the monthly license fee shall increase in an amount equal to the fee for the preceding year multiplied by 4%.** The monthly fee shall be paid to the Village of Downers Grove, Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515 each month by the 10th of the month.

6. **Section 17.** "Assignment" of the Agreement is stricken and amended as follows:

Section 17. ASSIGNMENT AND SUBLETTING This Agreement may not be assigned or transferred without the express written consent of the Village, which consent 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. Notwithstanding the foregoing, this Agreement may be assigned or transferred by Licensee to Licensee's parent or subsidiary, successor legal entity (including to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization) 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 thirty (30) days thereof.

The Village must approve any sublease to any entity that is not Licensee's parent or subsidiary, successor legal entity or other affiliate of Licensee and the Village shall be entitled to fifty percent (50%) of any such sublease in addition to the rental fee as described in Section 7. COMPENSATION, above.

7. **Section 22.** NOTICES. of the Agreement is amended to indicate the current addresses of each party:

If to Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # IL1534
Cell Site Name: 1508 A/1508/I 355/ I 88/ 80 (IL); Fixed Asset No.: 10074786
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # IL1534
Cell Site Name: 1508 A/1508/I 355/ I 88/ 80 (IL); Fixed Asset No: 10074786
15 East Midland Avenue
Paramus, NJ 07652

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Village:

Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515
630.434.5500

With copy to:

Village of Downers Grove
Attn: Village Attorney
801 Burlington Avenue
Downers Grove, IL 60515
630.434.5541

8. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Other Terms and Conditions Remain.** Except as amended herein, all terms, conditions, provisions, covenants and agreements contained in the Agreement shall be reinstated and shall remain in full force and effect in their entirety. In the event of a conflict between this First Amendment and the Agreement, the First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

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

VILLAGE:
Village of Downers Grove,
an Illinois municipal corporation

LICENSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By:  _____

Print Name: _____

Print Name: Dennis Klein
Area Manager

Title: Village Manager

Title: _____

Date: _____

Date: 12-10-12

Attest: _____
April Holden, Village Clerk

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

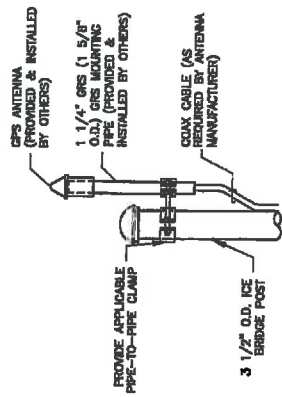
Attachment 1
Memorandum of Agreement

Exhibit 1

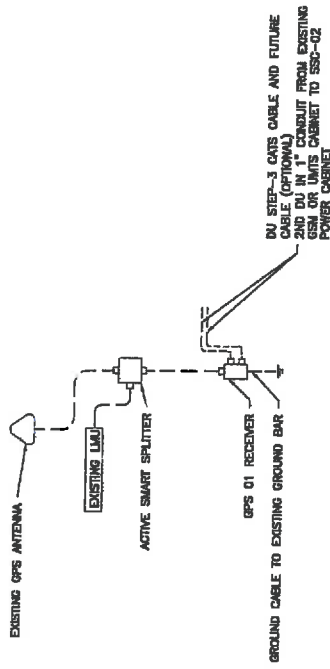
**Site Map(s) of the Property
(or upgrades thereto)**

Exhibit 2

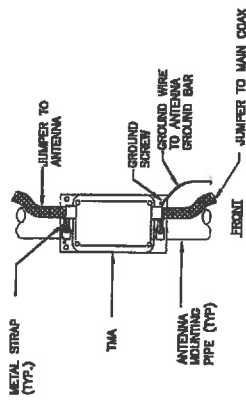
**Plans and Specifications
(or upgrades thereto)**



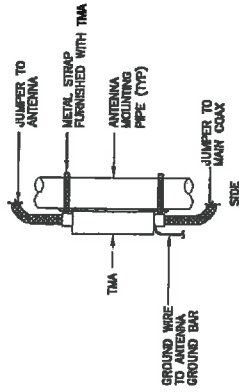
1 GPS ANTENNA MOUNTING DETAIL
0.5 SCALE: NTS



2 OPTION B (USE FOR OUTDOOR SCENARIO)
0.5 SCALE: NTS



3 TMA MOUNTING
0.5 SCALE: NTS



GoodmanNetworks
900 National Parkway, Suite 320
Schaumburg, Illinois 60173

Apex Engineers, Inc.
Structural & Civil Engineers
22nd Street, Suite B
Lombard, IL 60148
Ph. (630) 627-1800
Fax. (630) 627-1185
APEX JOB No. 0708-127

AWE - DOWNERS GROVE WATER TANK
SITE NO. IL1534
SITERRA NO. 26744-A
4414 DOWNERS ROAD
DOWNERS GROVE, IL 60515



AT&T MOBILITY
CONSTRUCTION DETAILS

NO.	DATE	REVISIONS	BY	CHK	APPR	DATE
0	06/20/10	ISSUED FOR CONSTRUCTION	MS	EP	EP	
1		REVISED PER COMMENTS	MS	EP	EP	
2		REVISED PER COMMENTS	MS	EP	EP	
3		REVISED PER COMMENTS	MS	EP	EP	
4		REVISED PER COMMENTS	MS	EP	EP	
5		REVISED PER COMMENTS	MS	EP	EP	
6		REVISED PER COMMENTS	MS	EP	EP	
7		REVISED PER COMMENTS	MS	EP	EP	
8		REVISED PER COMMENTS	MS	EP	EP	
9		REVISED PER COMMENTS	MS	EP	EP	
10		REVISED PER COMMENTS	MS	EP	EP	

11/17/10
IL1534-03

GENERAL NOTES

- FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
 CONTRACTOR (CONSTRUCTION) - A&T
 OWNER - A&T
 OEM - ORIGINAL EQUIPMENT MANUFACTURER
- BEFORE THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF OWNER.
- ALL WORK ORDERED OUT SHALL COMPLY WITH CHICAGO BUILDING CODE, APPLICABLE ORDINANCES AND REGULATIONS AND UTILITY COMPANY SPECIFICATIONS.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE ORDINANCES AND REGULATIONS. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL CITY, COUNTY, STATE, FEDERAL, AND LOCAL REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- DRAWINGS PROVIDED HERE ARE NOT TO SCALE AND ARE INTENDED TO SHOW OUTLINE ONLY.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE OWNER.
- CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND T&D PLAN DRAWING.
- THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND UTILITIES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
- CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.

GENERAL NOTES (USE WHERE APPLICABLE)

GROUNDING NOTES

- COAX CABLE SHALL BE GROUND AT ANTENNA LEVEL WITHIN 6" OF ANTENNA. COAX WILL ADDITIONALLY BE GROUND AT THE BASE OF THE TOWER 16" BEFORE THE CABLE REACHES A HORIZONTAL PLANE IF EQUIPMENT CABINET IS MORE THAN 15' FROM THE TOWER. AN ADDITIONAL GROUND KIT WILL BE ADDED 24" BEFORE CABLE ENTERS CABINET.
- ALL COAX GROUND KITS WILL BE ANDREW "COMPACT SURE GROUND" OR APPROVED EQUAL.
- VERIFY THE GROUNDING CONTINUITY BETWEEN THE TOWER BASE AND THE NEW AT&T CABINET GROUND BAR. CONTRACTOR SHALL ENSURE THAT ALL METALLIC OBJECTS WITHIN 6" FROM CABINET HAVE GROUNDING CONTINUITY. THE CONTRACTOR SHALL CORRECT ANY DEFECTS BY ADDING GROUNDING CONDUCTOR TO ENSURE CONTINUITY.
- CONTRACTOR SHALL PERFORM A GROUND RESISTANCE TEST PRIOR TO CONSTRUCTION TO ENSURE SITE IS LOWER THAN 5-OHM IF SITE HAS A RESISTANCE HIGHER THAN 5 OHM REPORT TO A&T FOR FURTHER DIRECTION.
- GROUNDING CONDUCTORS SHALL BE COPPER ONLY, EITHER SOLID OR STRANDED CONDUCTORS ARE PERMITTED. ALL EXTERNAL BURIED CONDUCTORS MUST BE BARE. EQUIPMENT GROUND LEADS IN CABLE TRAYS MUST BE GREEN INSULATED.
- CONTRACTOR TO PROVIDE GROUND WIRES, BARS AND CONNECTIONS AS SHOWN ON GROUNDING RISER DIAGRAM.
- ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE, EXCEPT AS OTHERWISE INDICATED. RADIUS BENDS OF GROUNDING CONDUCTORS TO BE A MINIMUM OF 12". #6 WIRE MAY BE BENT WITH 6" RADIUS BEND WHERE FIELD CONDITIONS PROHIBIT WIDER SPREADS.
- GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE ("CHOWDELY") TO ANTENNA WASTES, FENCE POSTS, AND GROUND RODS. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION/ MECHANICAL FITTINGS.

ELECTRICAL NOTES

- ALL ELECTRICAL WORK SHALL CONFORM TO THE 2008 NATIONAL ELECTRIC CODE.
- ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED.
- POWER WIRES AND CABLES SHALL BE COPPER WITH TYPE XHHW, THHN, OR THHN INSULATION. SOLID CONDUCTORS FOR #10 AND SMALLER, STRANDED FOR LARGER THAN #10 AVG. MINIMUM SIZE #12 AWG.
- POWER WIRES OUTSIDE CABINET AND CABLES SHALL BE INSTALLED IN CODE COMPLIANT RIGID CONDUIT OR FLEXIBLE LIQUID TIGHT CONDUIT AS INDICATED ON DRAWING.
- CONTRACTOR TO OBTAIN ALL PERMITS, PAY PERMIT FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.
- CONTRACTOR TO OBTAIN LOCAL POWER AND TELEPHONE COMPANY APPROVAL AND COORDINATE WITH UTILITY COMPANIES SERVICE ENTRANCE REQUIREMENTS.

COAX NOTES

- MINIMUM SEPARATION BETWEEN ANTENNAS IS 28" IF CONTRACTOR CAN NOT MAINTAIN MINIMUM DISTANCE CONTACT ENGINEER FOR SOLUTION / ALTERNATE DESIGN.
- COAX CABLE LENGTH SHOWN IS APPROXIMATE. CONTRACTOR IS REQUIRED TO MAKE ACTUAL FIELD MEASUREMENT PRIOR TO PURCHASE AND BE RESPONSIBLE FOR SAME.
- COAX CABLE SHALL BE RAISED / SUPPORTED WITH HOISTING GRIP AT APPROPRIATE POINTS PER MANUFACTURER REQUIREMENTS.
- CONTRACTOR WILL PROVIDE COAX CABLE W/ CONNECTORS AND RF GROUNDING KITS.
- CONTRACTOR SHALL SUPPORT COAX CABLE PER MANUFACTURER REQUIREMENTS. SUPPORT SHALL BE STAINLESS STEEL SNAP IN OR NON-COMPRESSING BUTTERFLY CLAMP, NO NYLON OR PLASTIC "ZEP-TIES" WILL BE ALLOWED. COAX MAY BE UNSUPPORTED INSIDE MONOPOLE INSTALLATIONS.
- NO COAX SHALL BE OUTSIDE THE POLE MORE THAN 20'-0" (UNLESS OTHERWISE DIRECTED). TO GET FROM AN EXISTING PORTHOLE TO ANTENNA HEIGHT IF DISTANCE IS GREATER THAN 20'-0" A NEW HOLE SHALL BE INSTALLED. PORTHOLE SHALL BE INSTALLED PER TOWER MANUFACTURER REQUIREMENTS. NO HOLES WILL BE CUT WITH ANY OTHER TOOL. ALL HOLES WILL BE CUT WITH DIAMOND WHEEL. NO NEW PORTHOLES SHALL BE INSTALLED UNLESS PRIOR WRITTEN APPROVAL IS GIVEN BY "A&T".

GoodmanNetworks
 900 Notland Parkway, Suite 320
 Schaumburg, Illinois 60173

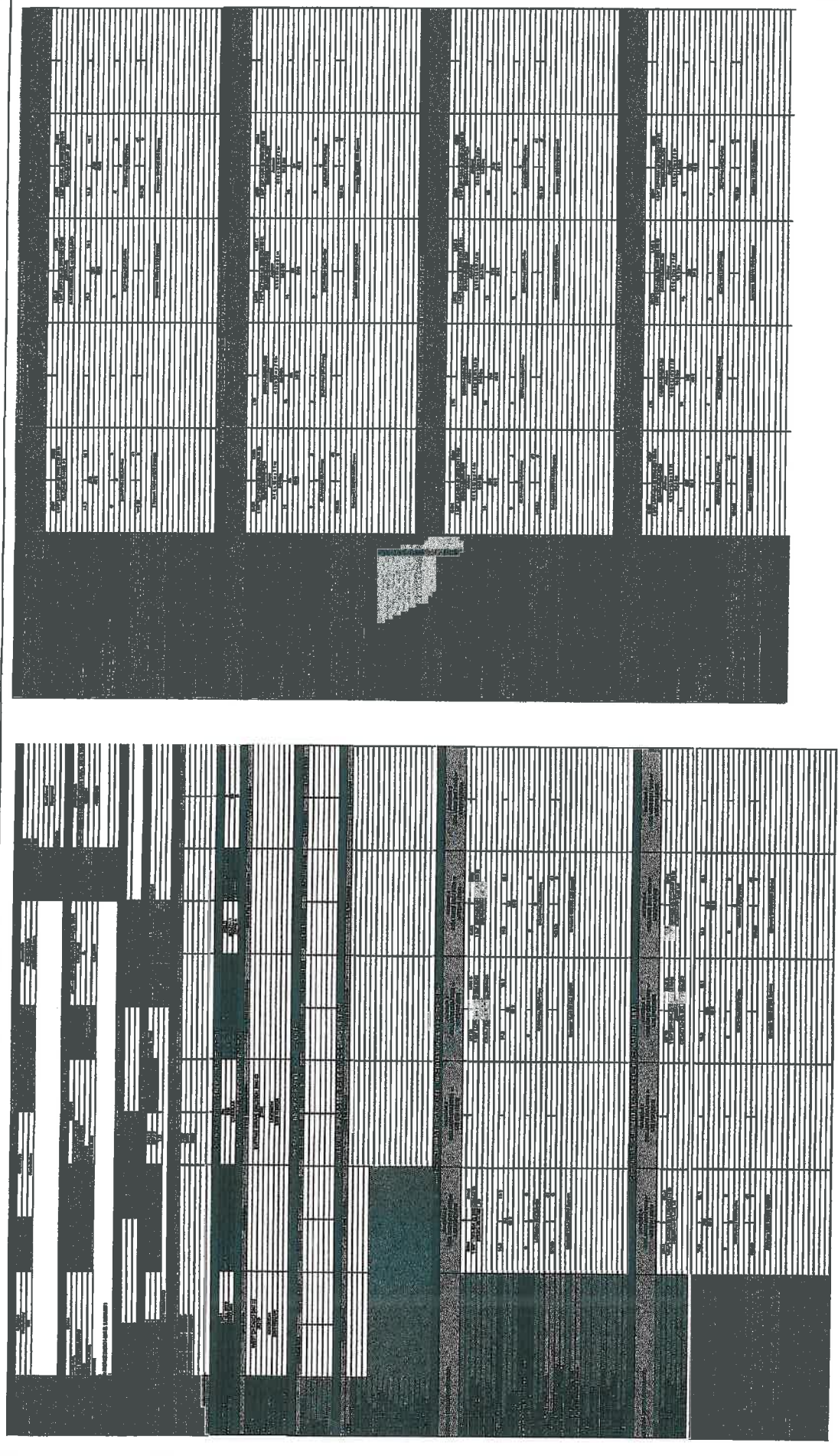
Apex Engineers, Inc.
 Structural & Civil Engineers
 1000 North State Street, Suite B
 Lombard, Illinois 60148
 Ph. (630) 627-1800
 Fax. (630) 627-1165
 APEX JOB No. 0708-127

AWE - DOWNERS GROVE WATER TANK
 SITE NO. IL1584
 SITERRIA NO. 28744-A
 4414 DOWNERS ROAD
 DOWNERS GROVE, IL 60516



REV	DATE	BY	CHK	DESCRIPTION
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AT&T MOBILITY
 GENERAL NOTES
 11.1534-07



GoodmanNetworks
 800 National Parkway, Suite 320
 Schaumburg, Illinois 60173



Apex Engineers, Inc.
 Structural & Civil Engineers
 500 East 22nd Street, Suite B
 Princeton, Illinois 60148
 Phone: (630) 627-1165
 Fax: (630) 627-1165
 APEX JOB NO. GT08-127

AWE - DOWNERS GROVE WATER TANK
 SITE NO. IL1634
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 DOWNERS GROVE, IL 60515

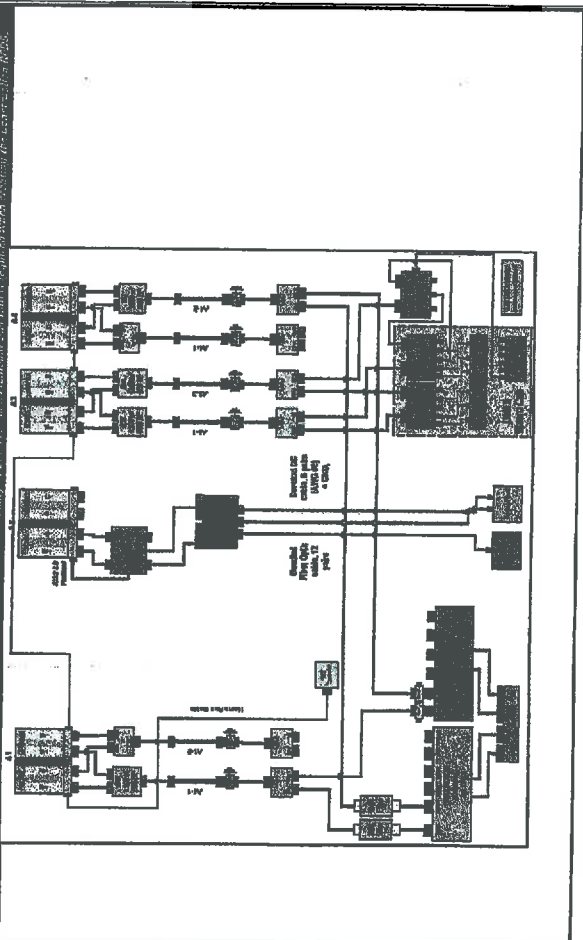


DATE	AS SHOWN	REVISIONS	BY	CHKD	DATE
01/26/78		DESIGN FOR CONSTRUCTION	AM	SP	
			BT	CH	

AT&T MOBILITY
 ANTENNA INFORMATION CHART
 PROJECT NUMBER: IL1634-08
 11.17.78

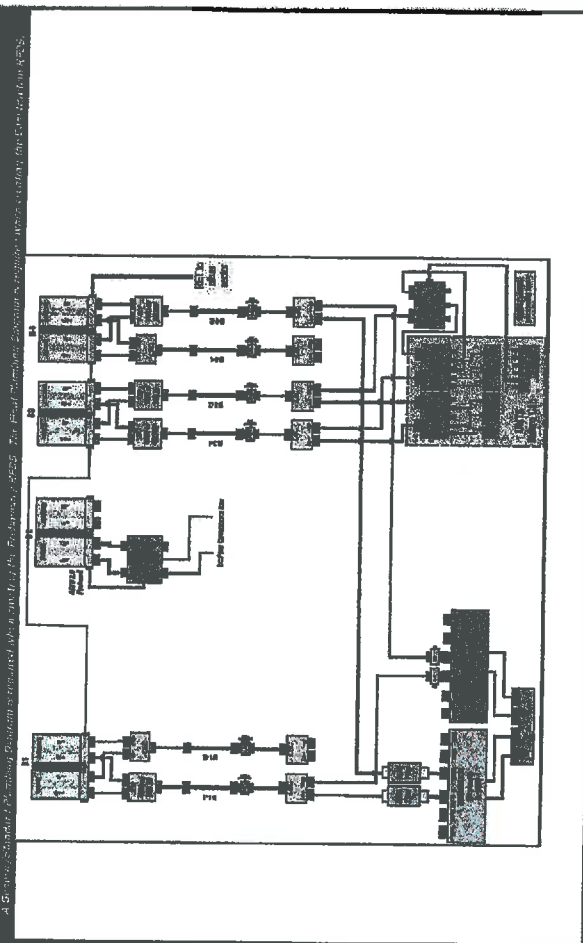
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Phase I
 ILLINOIS POWER
 AWE - DOWNERS GROVE WATER TANK
 RF Configuration Drawing

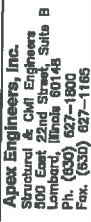
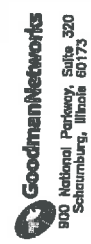


SECTOR ALPHA

Phase I
 ILLINOIS POWER
 AWE - DOWNERS GROVE WATER TANK
 RF Configuration Drawing



SECTOR BETA

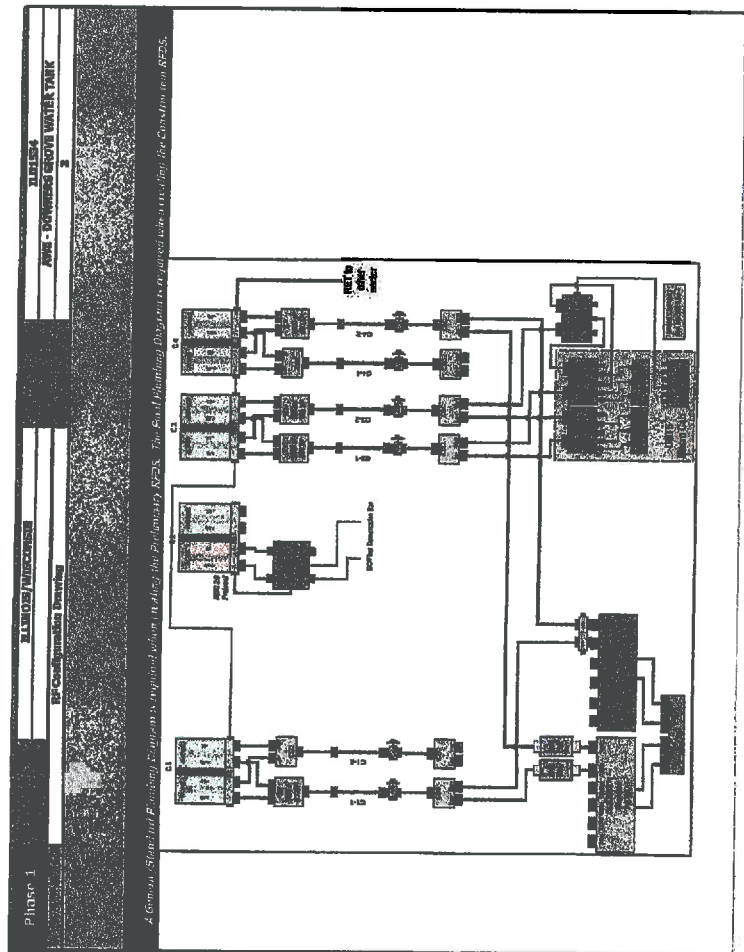


AWE - DOWNERS GROVE WATER TANK
 SITE NO. IL1634
 SITERIA NO. 26744-A
 4414 DOWNERS ROAD
 DOWNERS GROVE, IL 60515



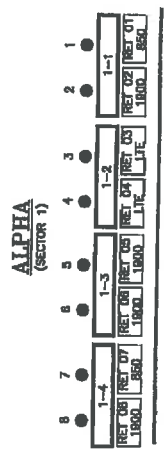
NO.	DATE	REVISIONS	ISSUED FOR CONSTRUCTION	BY	DATE	APPROVED BY
1	08/25/10	REVISED FOR CONSTRUCTION				
2						
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6						

AT&T MOBILITY
 ANTENNA CONFIGURATION DRAWINGS
 L1634-09

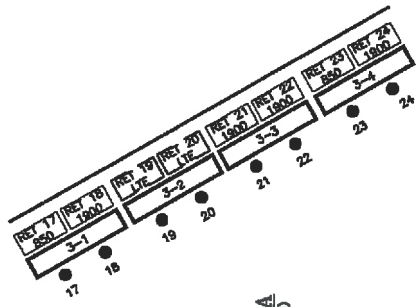


Phase 1
 BLANKET ANTENNA
 RF Configuration Drawing
 ADDRESS
 AWE - DOWNERS GROVE WATER TANK

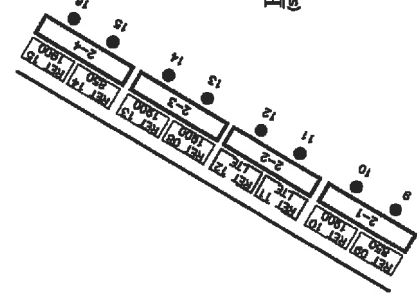
A Goodman Standoff Feedhorn Antenna System is required when installing the Quadra from 6525.



ALPHA
 (SECTOR 1)



GAMMA
 (SECTOR 3)



BETA
 (SECTOR 2)

ANTENNA CONFIGURATION - PLAN VIEW
 (ACTUAL TOWER ORIENTATION MAY BE DIFFERENT THAN SHOWN)

SECTOR GAMMA

Goodman Networks
 800 National Parkway, Suite 320
 Schaumburg, Illinois 60173

Apex Engineers, Inc.
 Structural & Civil Engineers
 100 East Third Street, Suite B
 Lombard, Illinois 60148
 Ph. (830) 627-1800
 Fax. (830) 627-1165
 APEX JOB NO. GDB-127

AWE - DOWNERS GROVE WATER TANK
 SITE NO. IL1534
 SITERRA NO. 28744-A
 4414 DOWNERS ROAD
 DOWNERS GROVE, IL 60515

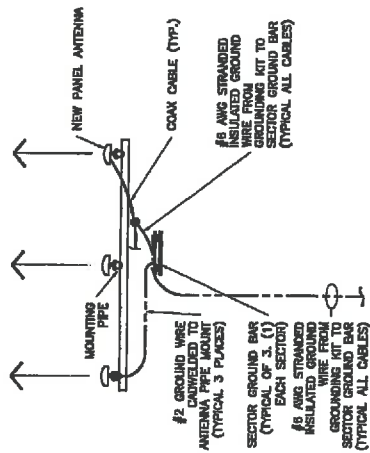


NO.	DATE	REVISION	BY	CHK	APP	DESCRIPTION
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AT&T MOBILITY
 ANTENNA CONFIGURATION DRAWINGS

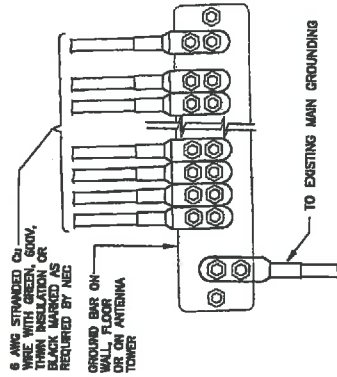
IL1534-10

11/17/00

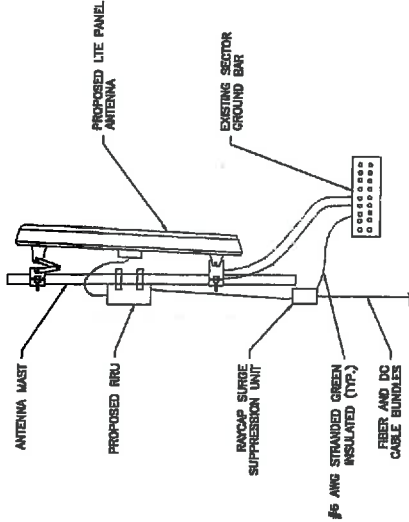


TYPICAL ANTENNA SECTOR GROUNDING

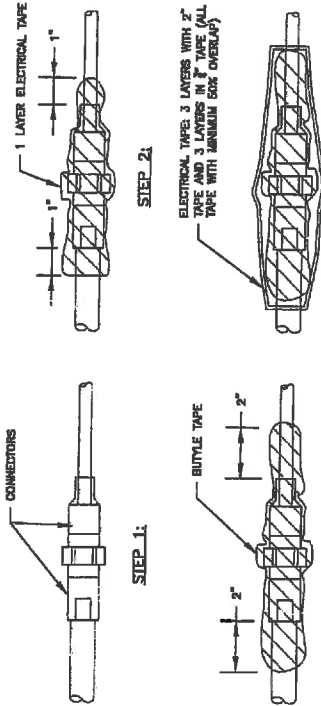
1.3 GROUNDING DETAIL
NTS



2.3 DETAIL
NTS

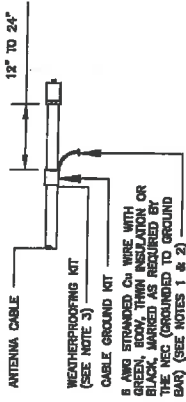


3.3 GROUNDING SCHEMATIC FOR LTE EQUIPMENT
NTS



NOTES:
1. THE ENDS SHALL BE CUT DO NOT STRETCH.
2. VERTICAL CONNECTIONS SHALL BE TAPED FROM THE BOTTOM UP SO OVERLAP MOVES WATER AWAY FROM CONNECTION, TYP.

4.3 CABLE CONNECTOR WEATHERPROOFING DETAIL
NTS



NOTES:

- DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
- GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
- WEATHER PROOFING SHALL BE (TYPE AND PART NUMBER) AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER AND APPROVED BY CONTRACTOR.

5.3 CONNECTION OF CABLE GROUND KIT & WEATHERPROOFING TO ANTENNA CABLE
NTS

<p>Goodman Networks 900 National Parkway, Suite 320 Schaumburg, Illinois 60173</p>		<p>at&t</p>		<p>AWE - DOWNERS GROVE WATER TANK SITE NO. IL-1534 SITERRA NO. 26744-A 4414 DOWNERS ROAD DOWNERS GROVE, IL 60016</p>	
<p>Apex Engineers, Inc. Structural & Civil Engineering 500 East 22nd Street, Suite B Lombard, Illinois 60148 Ph. (630) 627-1800 Fax. (630) 827-1195 APEX JOB No. G108-127</p>		<p>AWE MOBILITY GROUNDING DETAILS ISSUE NUMBER 111534-13</p>		<p>11x17 3/8</p>	

RESOLUTION NO. 2006-47

**A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO
LICENSE AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND NEW CINGULAR WIRELESS, LLC**

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

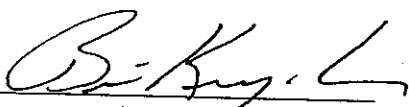
1. That the form and substance of a certain Agreement (the "Amendment"), between the Village of Downers Grove (the "Landlord") and New Cingular Wireless, LLC ("Tenant"), for the First Amendment to the License Agreement for the Installation, Operation and Maintenance of Antenna Equipment on Village Property re: Downers Drive Water Tower, as set forth in the form of the "Amendment" 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.

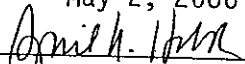
4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.



Mayor

Passed: May 2, 2006

Attest: 

Village Clerk

Cell Site No. CHCG-IL-1508
Market: Central / Chicago
Address: 4414 Downers Drive

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below, is by and between 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 New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a License Agreement dated November 20, 2001, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 4414 Downers Drive ("Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the License to modify the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

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:

Additional Antennas. Landlord consents to the modification and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit 2-A. Landlord's execution of this Amendment will signify Landlord's approval of Exhibit 2-A. Exhibit 2-A hereby replaces Exhibit 2 to the Agreement.

1. **Section 3**, Paragraph b.) of the License Agreement is deleted, and the following is inserted in lieu thereof:

b. Antenna: The Antenna shall be for the operation of radio frequency: receive 1850.04 MHZ, 1864.92 MHZ, 1890 to 1895 MHZ; & 825 to 835 MHZ; transmit 1930.08 MHZ & 1944.96 MHZ, 1970 to 1975 MHZ, & 870 to 880 MHZ. The Antenna shall be installed, attached to the Tower, and maintained in conformance with Exhibit 2 and any applicable state of federal requirements. The Antenna shall be located more than ten (10) feet from any existing antenna equipment and shall not exceed sixty (60) inches in height.

2. Notices. Section 22 of the Agreement is hereby deleted in its entirety and replaced with the following:

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

As to Tenant:
c/o New Cingular Wireless LLC
Attn: Network Real Estate Administration
Re: Cell Site #1508
Cell Site Name: Downers Grove WT
6100 Atlantic Boulevard
Norcross, GA 30071

With a copy to:
New Cingular Wireless LLC
Attn: Legal Department
15 E Midland Avenue
Paramus, NJ 07652
Re: Cell Site #1508

Cell Site Name: Downers Grove WT

As to Landlord:
Village Manger
Village of Downers Grove
Civic Center
801 Burlington Avenue
Downers Grove, IL 60515-4776

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

Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify

and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

x. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

x. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

x. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

xi.

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

LANDLORD:

Village of Downers Grove
By: Cara Pavlicek
Name: *Cara Pavlicek*
Title: Village Manager
Date: May 19, 2006

NEW CINGULAR WIRELESS PCS, LLC:

By: *Scott Root*
Name: SCOTT ROOT
Title: REAL ESTATE & CONSTRUCTION MANAGER
Date: 5-18-06

RESOLUTION NO. 2001-97

**A RESOLUTION AUTHORIZING EXECUTION OF A
LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS
GROVE AND AT&T 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:

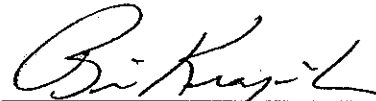
1. That the form and substance of a certain License Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and AT&T Wireless (the "Licensee"), for the installation, maintenance and operation of antenna equipment on the Downers Drive water tower located at 4414 Downers Drive, 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 Mayor 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 Village 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.

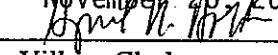
4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.



Mayor

Passed: November 20, 2001

Attest: 

Village Clerk

LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND AT&T WIRELESS 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 4414 Downers Drive, Downers Grove, Illinois, upon which is located a Village water tower known as the Downers Water Tower (hereinafter referred to as the "Tower"); and

WHEREAS, AT&T Wireless PCS, LLC, a Delaware corporation, by and through its manager, AT&T Wireless, Inc., d/b/a AT&T Wireless (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 cabinets on the ground (the "Ground Space"); 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 by reference: Downers Grove Water Tank Plat of Easement
 - a. Exhibit 1 - Site map of the Property titled "Site No. 1508-A," dated 11/8, 2001, and approved by the Village on 11/13, 2001, 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 titled "Site No. 1508-A," dated 11/13, 2001, and approved by the Village on 11/13, 2001, for the Antenna and any cables or utility lines to be installed on the Licensed Premises and the equipment cabinets to be installed on the Licensed Premises and used for housing of the related Antenna equipment (collectively the "Licensee Improvements").
2. **GRANT OF LICENSE:** The Village hereby grants to the Licensee the license, right, permission and authority to install, operate and maintain the Licensed Improvements upon the terms and conditions hereinafter specified. The license shall not terminate upon the sale, assignment or transfer of the property, but shall run with the land.
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 frequency: receive 1850.04 MHZ & 1864.92 MHZ; transmit 1930.08 MHZ & 1944.96 MHZ. 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 sixty (60) 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 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.

c. All costs connected with the installation, maintenance, repair, 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 that 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 sixty (60) day advance written notice to Licensee when it conducts any Tower repair or maintenance work that affects the Antenna or function of the Antenna or any of the Licensee Improvements.

g. 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 Village reasonable advance notice when access to the Tower Space is needed. Keys to the Tower 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 after hours, by calling (630) 434-5706 or 5707.

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

i. Upon termination of this Agreement by either party, the Licensee shall, within thirty (30) days 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.

j. 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. Licensee Improvements will be presumed abandoned if it is not operated for a period of one month or more. If the Licensee Improvements are not removed within thirty (30) days, the Village may remove the Licensee Improvements and the Licensee shall reimburse the Village for the costs of such removal.

5. **NON-INTERFERENCE WITH VILLAGE OPERATIONS:** Neither this license nor the Licensee Improvements shall interfere or obstruct the functioning of the Village's operations and services. Licensee warrants that the Licensee 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 after reasonable efforts, the Village may terminate this Agreement upon ten (10) days written notice to Licensee. Provided after such written notice to Licensee, the Village may immediately terminate this Agreement, or require that operation of the Antenna or any of the Licensee Improvements be immediately ceased where it determines that the Antenna or the Licensee 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) The initial term will be five (5) years ("Initial Term"), commencing upon receipt of a building permit or ~~November 1, 2001~~, whichever occurs first (the "Commencement Date"). *JANUARY 1, 2002 NEW BL*

(b) This Agreement shall renew for two (2) additional five (5) year terms ("Extension Term"). This Extension Term shall automatically renew. The second Extension Term shall automatically renew unless either party provides the other party with written notice of its election not to renew the License at least one hundred twenty (120) days prior to the expiration of the current term.

(c) No less than one hundred twenty (120) days prior to expiration of the second Extension Term, Licensee may request the Village to enter into negotiations towards renewing or extending this Agreement beyond the second Extension 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:**

Upon execution of this Agreement, Licensee shall pay to the Village a license fee of \$2,350.00 per month for the first year of the Agreement. Thereafter, effective on the first day of the subsequent years of the Agreement, the monthly license fee shall increase in an amount equal to the fee for the preceding year multiplied by 1.04 (4%). The amount shall be prorated for any fractional month at the beginning or at the end of a term. The fee shall be paid to the Village of Downers Grove, Village Hall, 801 Burlington Avenue, Downers Grove, IL 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 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 Licensee's Antenna and related equipment system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Licensor 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 the Agreement and the license. 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 complete the cure.

(c) In the event the Tower is destroyed or substantially damaged, this agreement shall be considered terminated.

9. **TOWER REPAIR/MAINTENANCE:**

Upon thirty (30) day written notice from the Village that it intends to repair or perform maintenance to the tower, Licensee shall, at its sole expense and in such manner as the Village shall reasonably request, immediately remove, relocate, change or alter the position of the Antenna. During the term of this Agreement, the Tower may be refurbished and/or painted. Refurbishment and/or painting will take several months 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. During such period, Licensee may, at its sole cost and expense, install the Antenna on a temporary wireless facility 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 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 are separately metered. 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 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:**

(a) Licensee shall indemnify, become responsible for and save 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 the Licensee Improvements; or any 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 except to the extent attributable to the negligent or intentional act or omission of Village, its boards, committees, commissions, officers, agents, employees or independent contractors.

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 Tower; (ii)

fire and casualty insurance covering the Licensee 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 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 coverage's 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 certificates 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 and shall be delivered to the Village, prior to the commencement of the term of this Lease. Licensee or, where applicable, Licensee's contractors shall furnish Village with a written notice of any cancellation, reduction or modification 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 lien holder, 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 of record UCC financing statement and/or fixture filings to perfect the same.

16. **WAIVER OF LESSOR'S LIEN:**

(a) The Village waives any lien rights it may have concerning the Licensee Facilities 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 Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Licensee Facilities (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 Premises without the prior written consent of the Village; provided, however, that Licensee may, after written notice is given to the Village, 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 subparagraph (b) herein. 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 Building. Licensee hereby irrevocable authorizes Village to accept such performance by the financing entity.

18. **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.

19. **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.
20. **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.
21. **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.
22. **NOTICES:** Unless otherwise specified herein, all notices under this agreement shall be made in writing and delivered to:

Landlord:

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

Tenant:

AT&T Wireless
Attn: Property Management
26877 Northwestern Highway
Suite 350
Southfield, Michigan 48034

With a copy to:

AT&T Wireless
Attn: Site Acquisition
8700 W. Bryn Mawr Avenue
Suite 900 South
Chicago, Illinois 60631

07652

With a copy to:

AT&T Wireless
Attn: Legal Department
15 East Midland Avenue
Paramus, New Jersey

23. **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 20th day of November, 2001.

LICENSEE:

AT&T Wireless PCS, LLC, a Delaware corporation, by and through its manager, AT&T Wireless Services, Inc., d/b/a AT&T Wireless

By: William E. Wade
Print Name: William E. Wade
Its: Manager of Network Realization

Subscribed and sworn to
this _____ day of _____, 2001.

Notary Public

VILLAGE OF DOWNERS GROVE

By: Brian Krajewski
Print Name: Brian Krajewski
Its: Mayor

ATTEST:

April K. Hill
Village Clerk