RES 2014-6002 Page 1 of 40

ITEM RES 2014-6002

VILLAGE OF DOWNERS GROVE Report for the Village Council Meeting 2/17/2015

SUBJECT:	SUBMITTED BY:
License Agreement with Verizon Wireless to Install, Maintain and Operate Antenna on Village Property	Enza Petrarca Village Attorney

SYNOPSIS

A resolution has been prepared authorizing approval of a License Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless to install, maintain and operate an antenna on Village Property at 4414 Downers Drive.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include Steward of Financial and Environmental Sustainability.

FISCAL IMPACT

Approval of the proposed agreement would result in the Village collecting \$4,000.00 in monthly license fees with a 4% increase each year thereafter.

RECOMMENDATION

Approval on the February 17, 2015 consent agenda.

BACKGROUND

Chicago SMSA 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 on Downers Drive. 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 would commence March 1, 2015. Approval of the proposed agreement would result in the Village collecting \$4,000.00 in monthly license fees, with a four percent increase in each year thereafter. The contract shall run for three 5-five year terms ending on December 31, 2030.

ATTACHMENTS

Resolution Agreement RES 2014-6002

RES	\mathbf{OL}	UTI	ON	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 LOCATED AT 4414 DOWNERS DRIVE

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 ("Agreement"), between the Village of Downers Grove ("Village") and Chicago SMSA Limited Partnership d/b/a Verizon Wireless ("Licensee") 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	

 $1\mbox{\enskip} res 14\mbox{\enskip} 4414-Downers Dr-Verizon$

LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS TO INSTALL, MAINTAIN AND OPERATE ANTENNA EOUIPMENT 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 and lessor of certain real estate located at 4414 Downers Drive, 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_(hereinafter referred to as the "Licensee") has requested permission to install communications antenna (hereinafter referred to as the "Antenna") on the top of the Tower (the "Tower Space") and certain related equipment 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. <u>CONTRACT DOCUMENTS:</u> 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 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 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. <u>In general</u>: During the term of this Agreement, there shall be no substantial variations, modifications, or upgrades from the plans and specifications contained in 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. <u>Antenna</u>: The Antenna shall be installed, attached to the Tower, and maintained in conformance with Exhibits 1 and 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 provide the Village reasonable advance notice when access to the equipment on the Ground Space near the Tower or the antenna on top of the Tower is needed. Access to the Tower and Ground Space can be obtained Monday through Friday between the hours of 8:00 a.m.

to 4:00 p.m. CST by contacting the Village Building Services Department at 630/434-5551 (801 Burlington Tower) or the Public Works Department at 630/434-5460 (for all other Towers). 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.

- 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 offpeak 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 it 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 Agreement shall have an Initial Term beginning upon the first (1st) day of March, 2015 (the "Commencement Date"). In the event that the Commencement Date is a date that does not fall on January 1st (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 31st 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 31st of the same year. Thereafter, the term shall be automatically extended for one (1) five-year extension term ("First Extension") unless Licensee provides Village with written notice of its election not to renew the License at least one hundred twenty (120) days prior to the expiration of the Initial Term. Upon expiration of the First Extension, this Agreement shall be extended for one (1) additional five-year extension ("Second Extension") unless either party provides the other with written notice of its election not to renew the Agreement at least one hundred twenty (120) days prior to the expiration of the then current term.

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. <u>COMPENSATION:</u>

Beginning on the Commencement Date, Licensee shall pay to the Village a license fee of \$4,000.00 per month. 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. It is understood that the first payment of the monthly license fee may not actually be sent by Licensee until thirty (30) days after the Commencement Date.

The Village agrees to provide Licensee with IRS Form W-9.

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

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.
- 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 the 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. <u>RESTORATION</u>: 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. <u>UTILITIES</u>: 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 PIN on the Property (PIN# 09-06-307-011). 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 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 within thirty (30) days from the date the Village sends written notice, the Village shall have the right to remove any of Licensee's equipment and terminate this Agreement.
- 13. <u>INDEMNIFICATION</u>: 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 third party property damage insurance for bodily injuries and property damage. Such General Liability Insurance shall include coverage for the premises, operations, underground, collapse, explosion, products and the loss of use, and shall name as Additional Insureds the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees. Such insurance shall be in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.
- 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, all general liability policies shall name Village as an additional insured and shall be delivered to the Village, together with a certificate of insurance, 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, 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 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 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 thirty (30) days after said assignment or transfer occurs.

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.

17. HAZARDOUS SUBSTANCES:

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.

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.

"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. <u>COST OF ENFORCEMENT:</u> 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. <u>INVALIDITY:</u> 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 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 630.434-5500

With Copy to: Village Attorney Village of Downers Grove 801 Burlington Avenue Downers Grove, IL 60515 630.434-5541

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

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

[Signatures Follow on the Next Page]

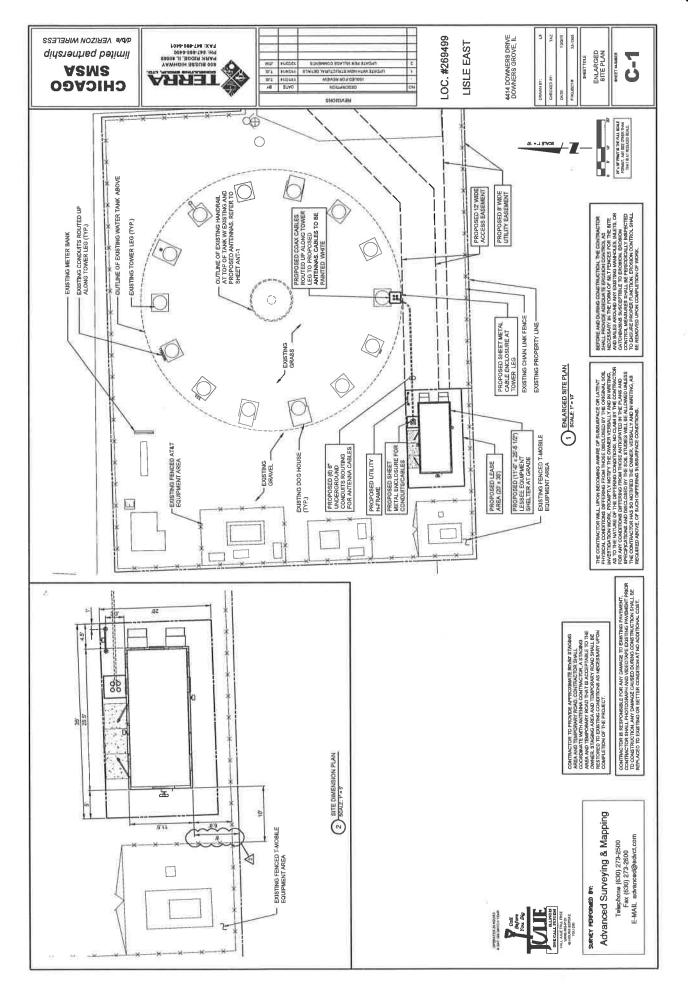
IN WITNESS WHEREOF, the parties here day of, 20	to have executed this Agreement on the
LICENSEE	VILLAGE OF DOWNERS GROVE
Chicago SMSA Limited Partnership d/b/a Verizon Wireless	
	By:
By: Celleo Partnership, its General Partner	
By: Muculian Ramsey Title: Area Vice President Network	David Fieldman, Village Manager
Date:	ATTEST:
Notary Public State of Illinois My Commission Expires 05/21/2018	
Subscribed and sworn to this 2 day of 14v., 2015. Notary Public	April Holden, Village Clerk

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Exhibit 1

Site Map of Property showing Tower Space and Ground Space

(see attached)





PUBLIC ALLEY LOT

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I, CHARLES S. MARSHALI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIPY THAT THE PAIR SHOWN HEREDN, BEING COMPLETION THE FIELD ON 8/23/2013 IS A CONSECT REMESENTATION OF A SURVEY PEROPURED AT AND UNDER MY DIRECTION. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND BOUNDARY SURVEYS SET FORTH BY ILLINOIS STATE LAW. SURVEYOR'S CERTIFICATE ALL DIMENSIONS ARE IN FEET AND DECIMAL MATE THEREOF GIVEN UNDER MY HAND AND SEAL THE COUNTY OF KENDALL STATE OF IULINOIS

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FINAL SURVEY COMPLETED FIELD SURVEY COMPLETED REVISION LOC. No.: 269499 PROJ. No.: 20130915283 4414 DOWNERS DRIVE DOWNERS GROVE, IL 60515 **LISLE EAST** 1. 8/29/2013 1/7/2015 DATE õ

Consulting Group, LTD. 600 Busse Highway Park Ridge, 11. 60068 (847) 698-6400 LERRA

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Chicago SMSA CHICAGO SMEA LMITED PARTNERSHIP 13.5 APAN VERTICA BOAD, SUITE 1.00 NET-MINER CHICAGO SUITE 1.00 NET-MINER CHICAGO SUITE 1.00 PHONE; SAT-0818-55375 FAN: SAT-790-7A13

advanced@advct.com Professonal Design Firm #184-006014 expires 4/30/2015 ASM Consultants, Inc.
16 E. Wilson Street, Batavia, IL 60510
Tel (630) 879-0200 Fax (630) 454-4774

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SURVEY NOTES

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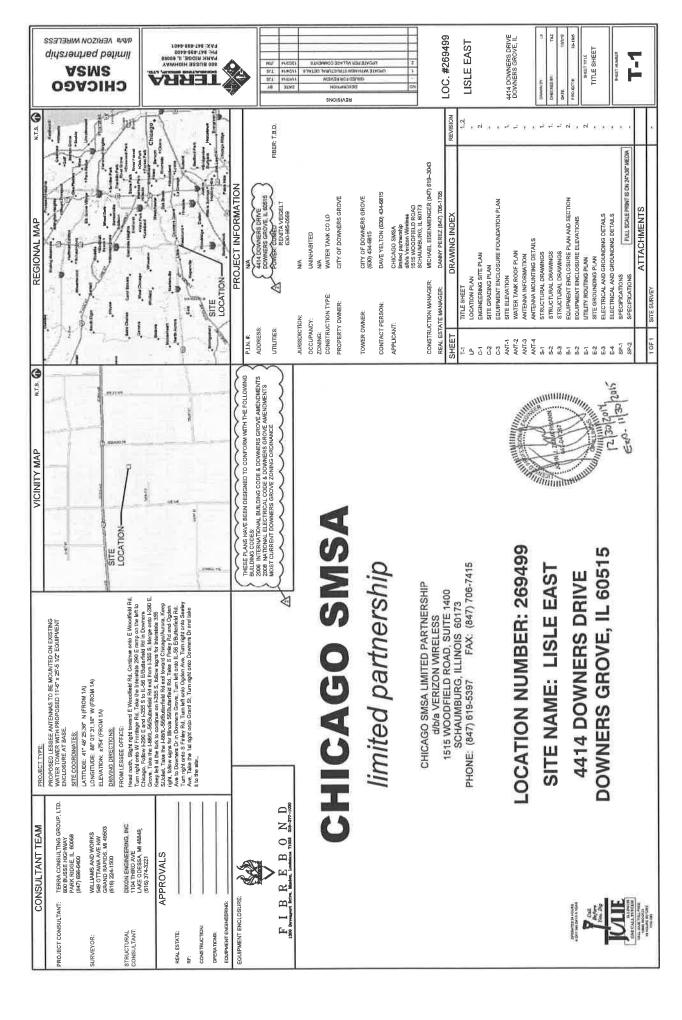
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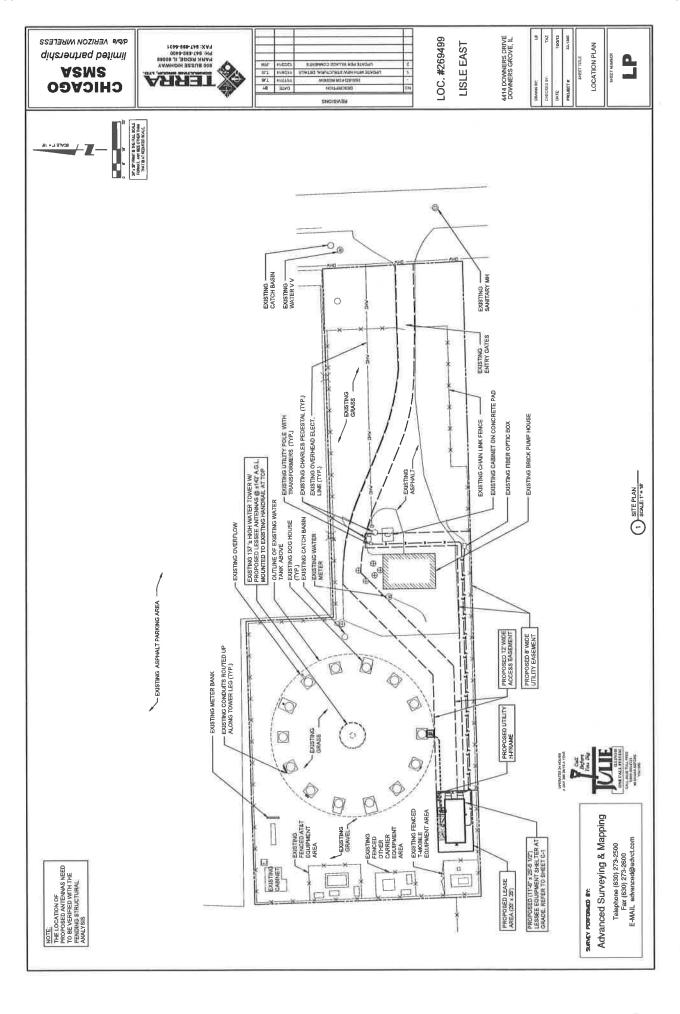
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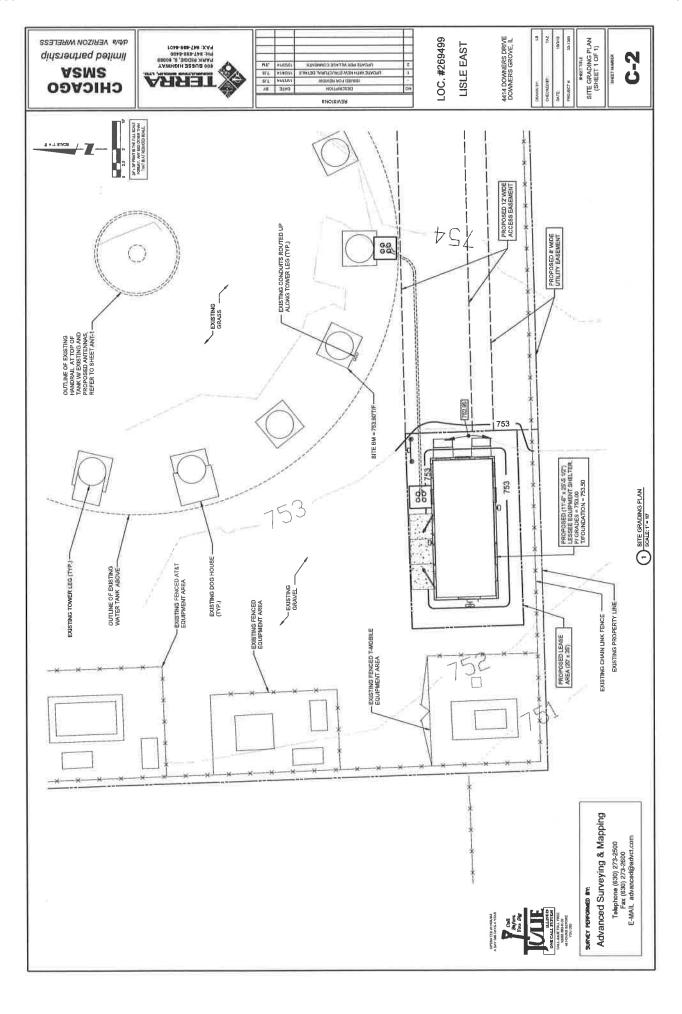
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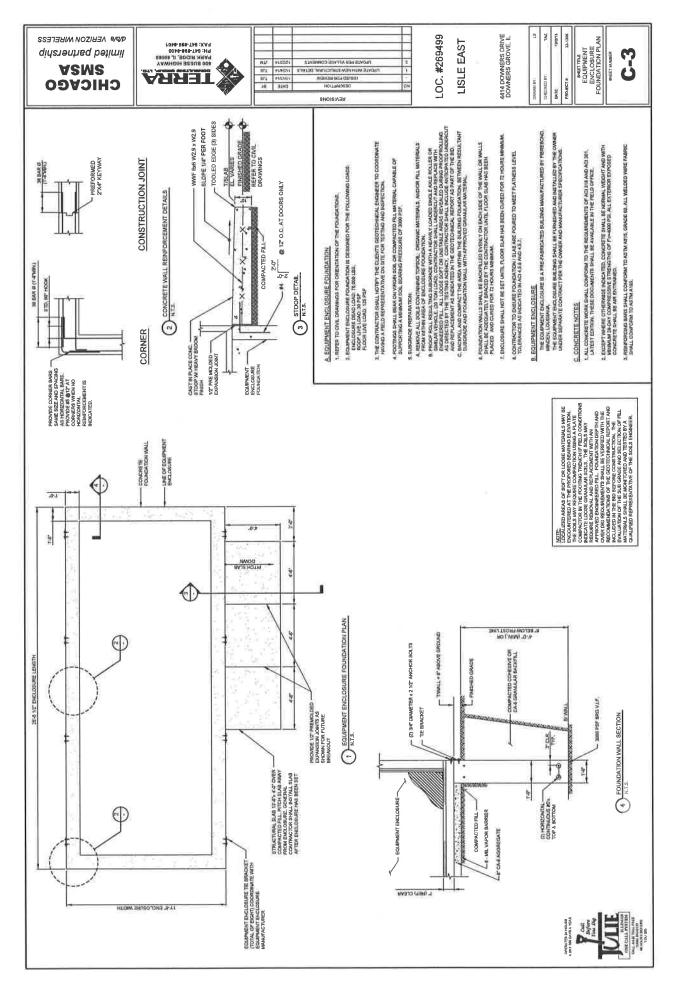
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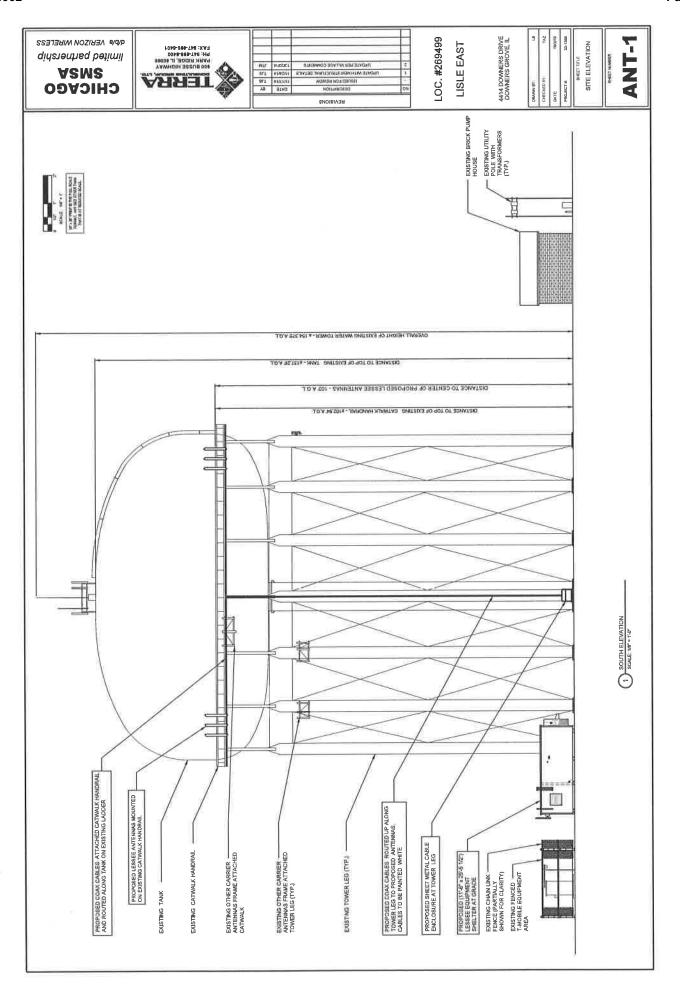
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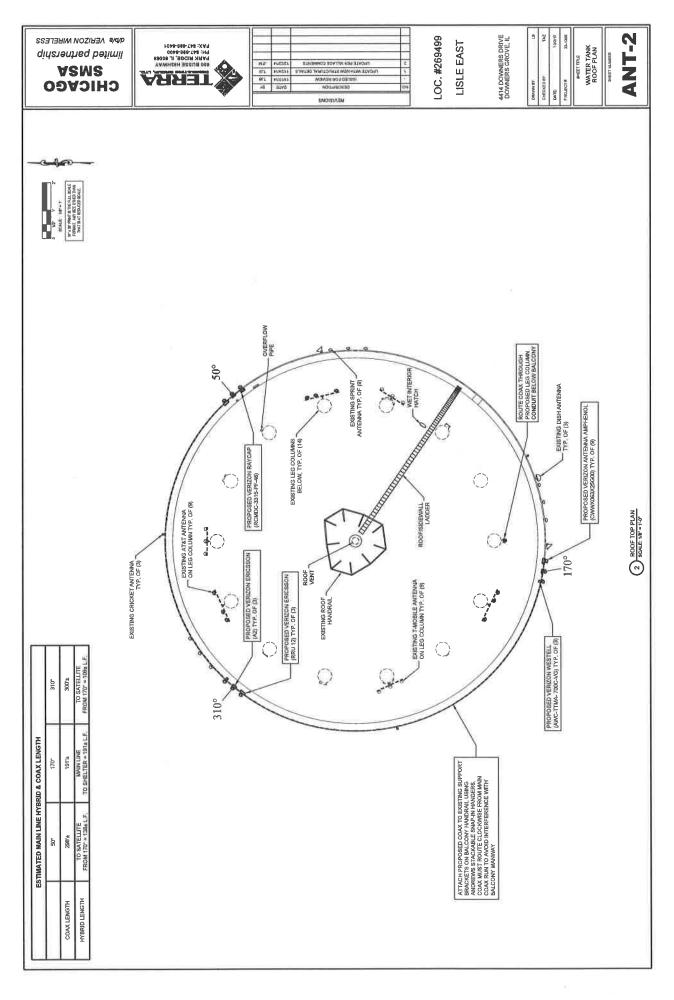


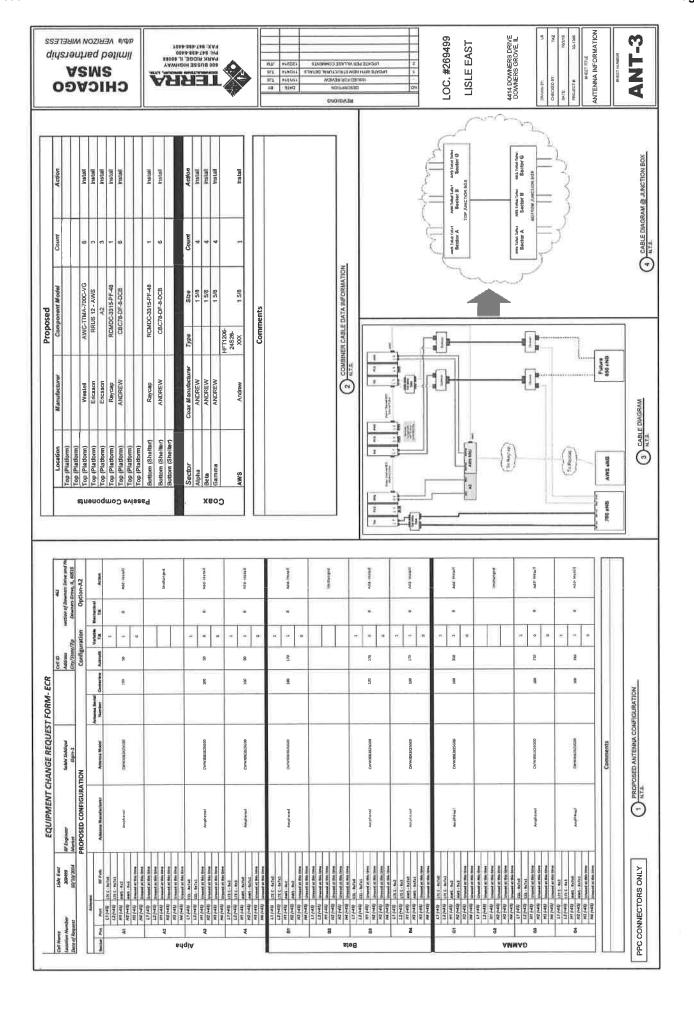


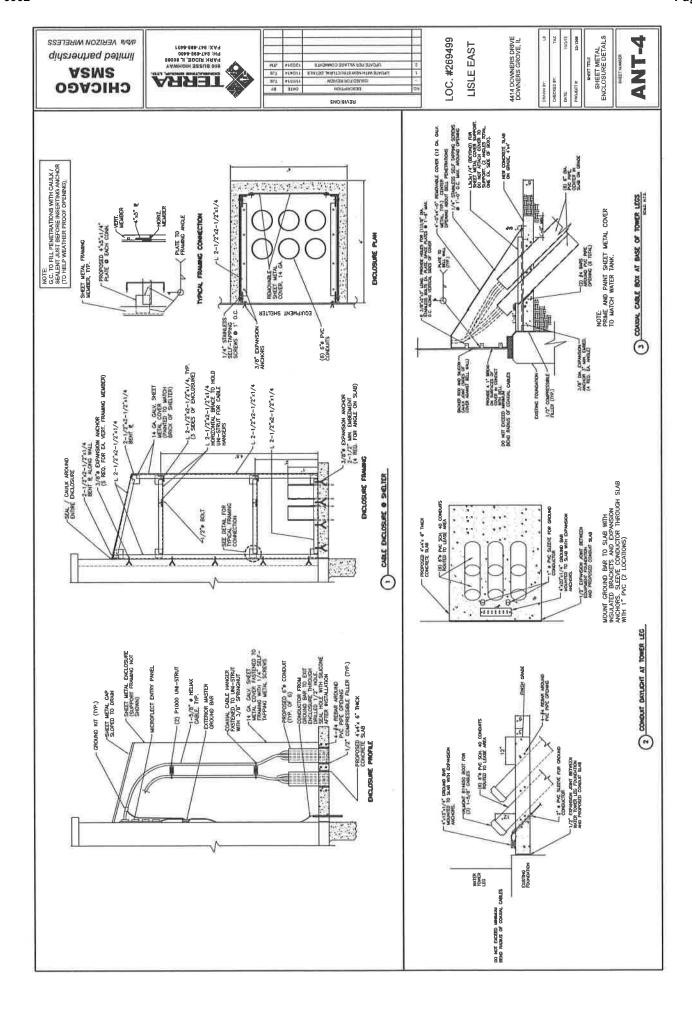


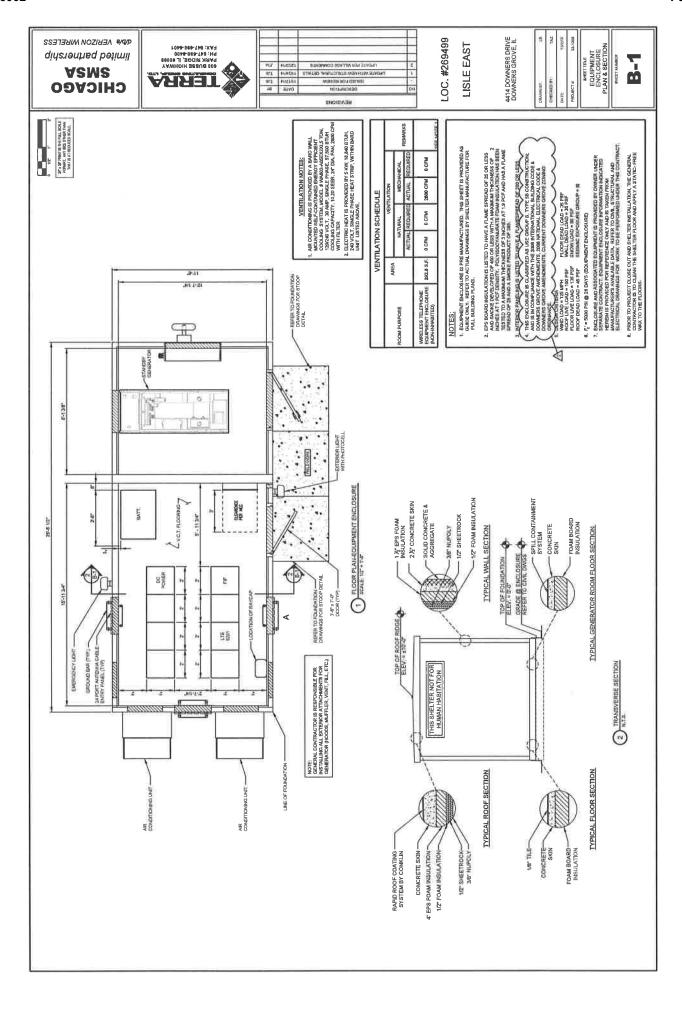


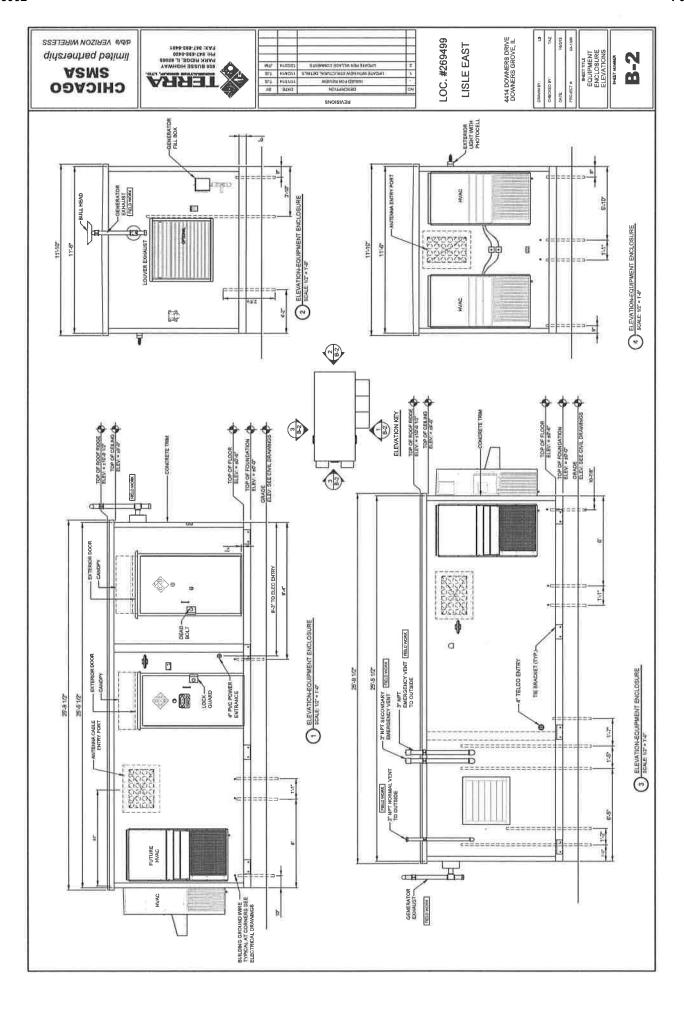


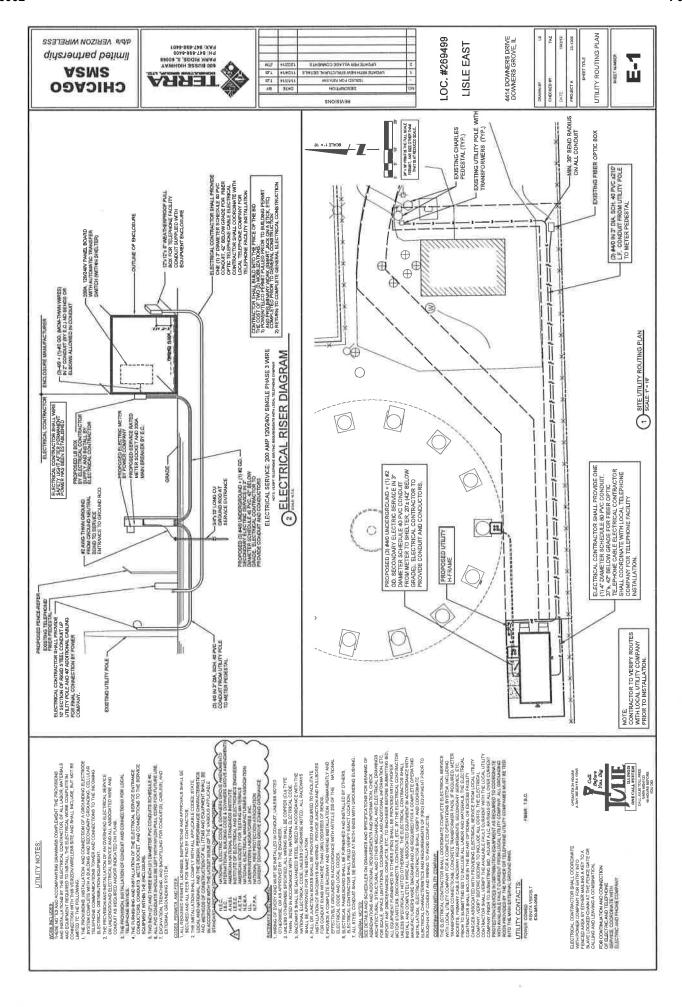


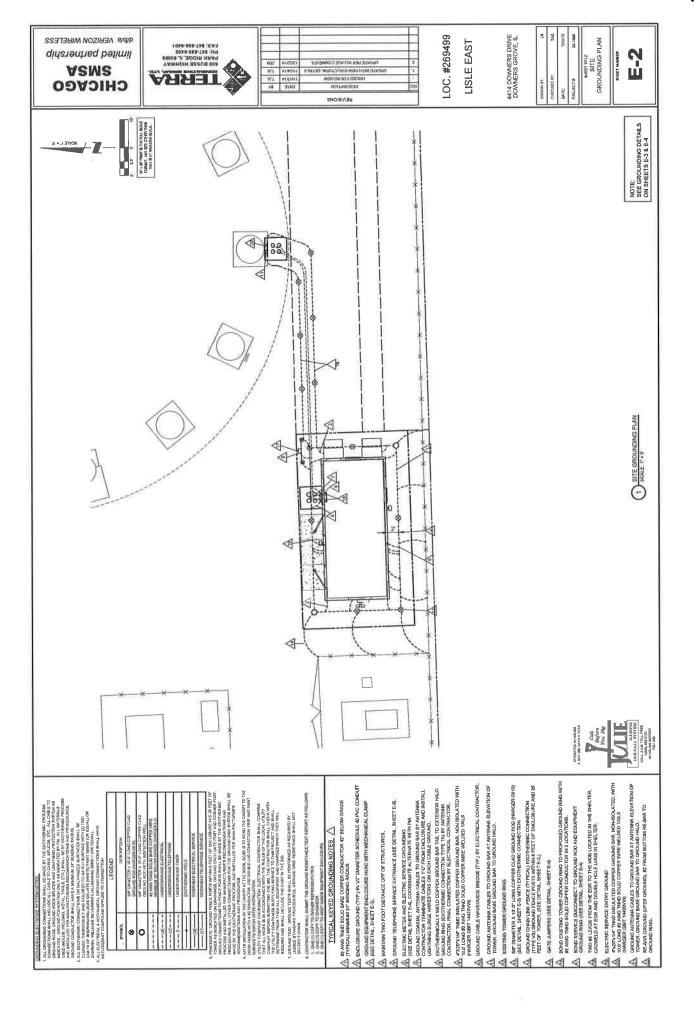


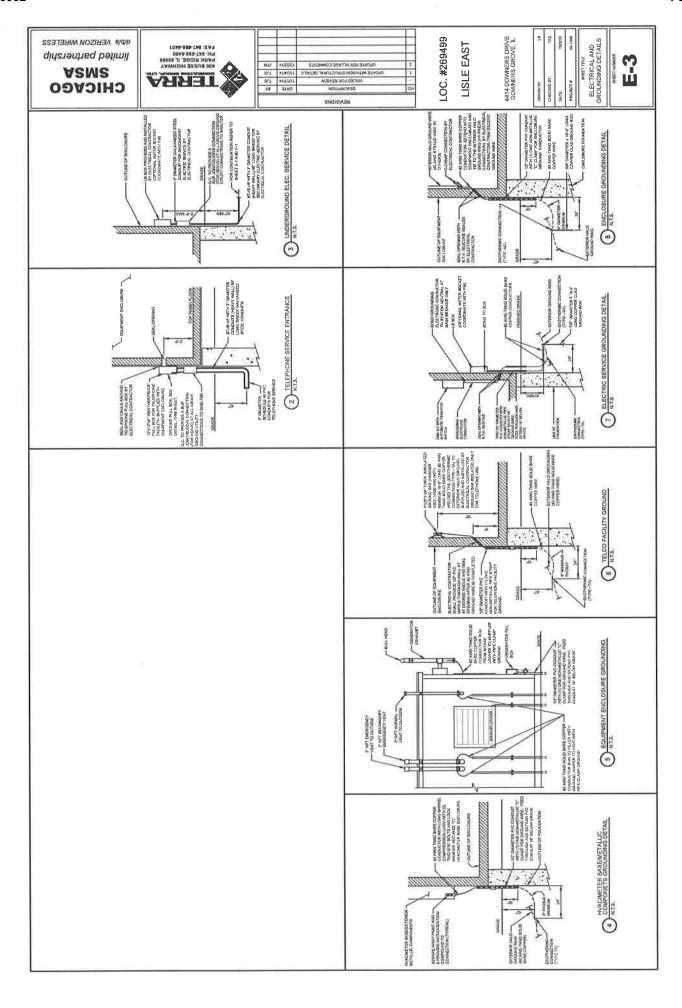


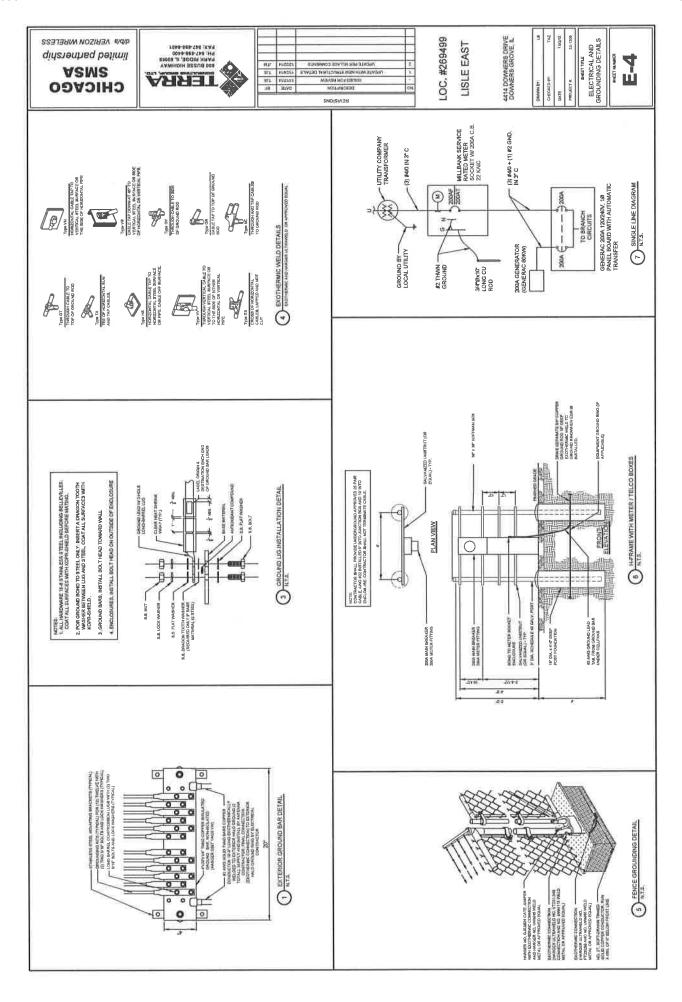












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Prepared by and upon recording Please return to:

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

Tax Parcel No.: 09-06-307-011

MEMORANDUM OF LICENSE AGREEMENT

This Memorandum of License Agreement is made this _____ day of ______, 2014, 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 2014 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 March 1, 2015 ("Commencement Date"). In the event that the Commencement Date begins on January 1, 2015, 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, 2015, 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 31st 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 31st 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 ("Second Extension") 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.
- 2. LICENSOR hereby licenses to LICENSEE a portion of that certain space on and within LICENSOR's Tower located at 4414 Downers Drive, Downers Grove, Illinois 60615 as shown on the Tax Map of the DuPage County Recorder of Deeds as Tax Parcel No. 09-06-307-011 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: Muceumon
Name: Lynn Ramsey Title: Area Vice President Network
Date: 1 27 15
VILLAGE:
VILLAGE OF DOWNERS GROVE
By:
David Fleidman, Vinage Manager
ATTEST:
April Holden, Village Clerk

STATE OF ILLINOIS)	
COUNTY OF)	
I,, a Notary Public for said County and State, do hereby certify David Fieldman, personally came before me this day and acknowledged that he is the Village Manage the Village of Downers Grove, a municipal corporation, and he, being authorized to do so, executed foregoing Memorandum of License Agreement as his own act and deed on behalf of the Village Downers Grove.	er of the
WITNESS my hand and official Notarial Seal, this day of, 2015.	
Notary Public	
My Commission Expires:	
State of Illinois)) ss. County of Cook)	
On Jan. 27, 2015, before me,, notary public, person appeared Lynn Ramsey, personally known to me (or proved to me on the basis of satisfactory evider to be the person whose name is subscribed to the within instrument and acknowledged to me that executed the same in her authorized capacity, and that by her signature on the instrument the person the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.	nce) she
Signature (Seal) Official Seal Ann Goldstein Notary Public State of Illinois My Commission Expires 05/21/2018	

EXHIBIT A

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

PARENT TRACT:

LOT 2 (EXCEPT THE NORTH 130.6 FEET THEREOF AND ALSO EXCEPT THE SOUTH 50 FEET OF THE NORTH 180.6 FEET OF THE EAST 200 FEET OF SAID LOT 2) IN FREIBERT'S RESUBDIVISION OF LOTS 8, 9 AND 10 IN MYRON H. WILCOX OGDEN AVENUE ADDITION TO DOWNERS GROVE, A SUBDIVISION OF LOTS 1 AND 10 IN BRANIGAR BROS. OGDEN AVENUE FARMS, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 2, 1958 AS DOCUMENT 904779, IN DUPAGE COUNTY, ILLINOIS.

PROPOSED LEASE AREA LEGAL DESCRIPTION:

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF LOT 2 IN FREIBERT'S RESUBDIVISION OF LOTS 8, 9 AND 10 IN MYRON H. WILCOX OGDEN AVENUE ADDITION TO DOWNERS GROVE, A SUBDIVISION OF LOTS 1 AND 10 IN BRANIGAR BROS. OGDEN AVENUE FARMS, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 2, 1958 AS DOCUMENT 904779, IN DUPAGE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 88° 25' 35" EAST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 61.24 FEET; THENCE NORTH 01° 34' 25" WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 3.61 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 88° 25' 35" WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 35.00 FEET; THENCE NORTH 01° 34' 25" WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE NORTH 88° 25' 35" EAST, 35.00 FEET; THENCE SOUTH 01° 34' 25" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 700.0 SQUARE FEET.

PROPOSED ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR ACCESS AND UTILITY EASEMENT PURPOSES, BEING A PART OF LOT 2 IN FREIBERT'S RESUBDIVISION OF LOTS 8, 9 AND 10 IN MYRON H. WILCOX OGDEN AVENUE ADDITION TO DOWNERS GROVE, A SUBDIVISION OF LOTS 1 AND 10 IN BRANIGAR BROS. OGDEN AVENUE FARMS, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 2, 1958 AS DOCUMENT 904779, IN DUPAGE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 88° 25' 35" EAST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 61.24 FEET; THENCE NORTH 01° 34' 25" WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 3.61 FEET; THENCE SOUTH 88° 25' 35" WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 35.00 FEET; THENCE NORTH 01° 34' 25" WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE NORTH 88° 25' 35" EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 35.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 88° 25' 35" EAST, 67.00 FEET; THENCE NORTH 45° 17' 26" EAST, 75.68 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 47.25 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 121.50 FEET WITH A CHORD WHICH BEARS SOUTH 79° 48' 33" EAST, 46.95 FEET; THENCE SOUTH 67° 30' 27" EAST, 40.02 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 39.64 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 110.50 FEET WITH A CHORD WHICH BEARS SOUTH 77° 14' 59" EAST, 39.43 FEET; THENCE NORTH 88° 14' 19" EAST, 59.79 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 03° 02' 53" EAST ALONG SAID LINE, 12.00 FEET; THENCE SOUTH 88° 14' 19" WEST, 60.49 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 44.34 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 122.50 FEET WITH A CHORD WHICH BEARS NORTH 77° 22' 11" WEST, 44.10 FEET; THENCE NORTH 67° 30' 27" WEST, 39.84 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 37.75 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 109.50 FEET WITH A CHORD WHICH BEARS NORTH 78° 36' 24" WEST, 37.56 FEET; THENCE SOUTH 45° 17' 26" WEST, 75.46 FEET; THENCE SOUTH 88° 25' 35" WEST, 71.74 FEET; THENCE NORTH 01° 34' 25" WEST, 12.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,954.2 SQUARE FEET.

EXHIBIT B

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

SEE ATTACHED



PUBLIC ALLEY

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I, CHARLES S. MANSHALL, AN ILLINOIS MORESSIONAL LAND SUINDFION, DO HEREBY TERTIFY THAT THE TAX THOM HEREBOY, BEING COMPLEID IN THE FIED ON 9/15/2013 IS A CORRECT TRANSFERMATION OF A SURVEY PRODORED AT AND UNDER WY DIRECTION. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND BOUNGARY SURVEYS SET FORTH BY ILLINDIS STATE LAW. SURVEYOR'S CERTIFICATE COUNTY OF KENDALL) STATE OF ILLINOIS

* 035-003377 *
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SAMES S. MAR.

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PROJECT N 720246A Ξ

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Consulting Group, LTD. 600 Busse Highway Park Ridge, IL 60068 (847) 698-6400 FRHA

Chicago SMSA

SHICAGO SMEA LIMITED PARTNOMSHIP 1913 AND TREED HOAD, SUITE 1400 SCHAMBURG, ILINOIS HOAD, SUITE 1400 PHONE; SATT-GIRE-\$337 FANT 304-7415

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ASM Consultants, Inc. 16 E. Wilson Street, Batavia, IL 60510 Tel (630) 879-0200 Fex (630) 454-4774 advanced@advct.com

Professional Design Flrm #184-006014 expires 4/30/2015

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