

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
8/2/2016

SUBJECT:	SUBMITTED BY:
ROW License Agreement with Crown Castle	Enza Petrarca Village Attorney

SYNOPSIS

A resolution has been prepared authorizing a ROW license agreement with Crown Castle for the use of the Village's rights-of-way for the installation, operation and maintenance of telecommunication facilities.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Exceptional Municipal Services*.

FISCAL IMPACT

Crown Castle will pay the Village \$2,500.00 for a license fee for the initial 5-year term.

RECOMMENDATION

Approval on the August 2, 2016 consent agenda.

BACKGROUND

Crown Castle desires to install, operate and maintain underground and aerial telecommunications facilities within the Village's rights-of-way. The License Agreement would allow Crown Castle to do so. Section 253 of the Telecommunications Act of 1996 (47 U.S.C. 253) provides that the Village may not prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service. Further, the Illinois Telephone Company Act (220 ILCS 65/4) authorizes telecommunications carriers, such as Crown Castle, to construct, maintain, alter and extend its facilities along, upon, under and across any highway, street, alley, or public right-of-way dedicated to utility purposes, so long as it does not inconvenience or disturb the public in the use thereof.

The key terms of the amendment are as follows:

- The term of the License Agreement would be five years from the date of the execution by the Village. The License Agreement may be renewed for successive five year terms upon written consent of the Village and Crown Castle.
- Crown Castle will pay a \$2,500.00 license fee for the initial term, and the parties will agree upon a renewal fee at the time of any such renewal.
- The License Agreement is not specific to one location as Crown Castle has indicated a desire to install in several locations throughout the year. However, Crown Castle must submit a permit

application, pay the applicable permit fees, and obtain a permit for each location where the cables will be installed. The Village will approve each proposed location.

- Crown Castle will install underground and aerial cables in the Village's rights-of-way in a manner not to inconvenience or disturb any of the Village's public utility infrastructure or any other permitted or authorized users of the rights-of-way.
- Crown Castle must post security to insure compliance with the License Agreement and the Village's ROW Standards.
- Crown Castle is required to restore the rights-of-way to the same condition as before the installation, maintenance or repair.
- The Village can require Crown Castle to relocate or remove its cables in certain circumstances.

ATTACHMENTS

Resolution

License Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A LICENSE
AGREEMENT BETWEEN CROWN CASTLE NG CENTRAL LLC
AND THE VILLAGE OF DOWNERS GROVE
FOR USE OF VILLAGE RIGHTS-OF-WAY**

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 Crown Castle NG Central LLC (the "Licensee"), for the use of Village rights-of-way for the installation, operation and maintenance of telecommunication facilities, 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 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:

Attest:

Village Clerk

**LICENSE AGREEMENT FOR THE USE OF VILLAGE RIGHTS-OF-WAY
BETWEEN CROWN CASTLE NG CENTRAL LLC AND
THE VILLAGE OF DOWNERS GROVE**

THIS LICENSE AGREEMENT (“Agreement”) is entered into on the ____ day of August, 2016 (“Effective Date”), by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the “Village”) and Crown Castle NG Central LLC, a Delaware limited liability company (hereinafter referred to as the “Licensee”).

WHEREAS, the Village is the exclusive owner of certain public rights-of-way, and has approved official standards for the construction of facilities on the public rights-of-way; and

WHEREAS, the Village has the right and power to regulate and permit the installation, attachment, operation and maintenance of telecommunications facilities upon public property and in the public rights-of-way within its municipal boundaries; and

WHEREAS, Licensee desires to utilize portions of the public rights-of-way within the boundaries of the Village (the “ROWS”) for the limited purpose of installation and maintenance of aerial fiber optic telecommunications cables, which will be installed on existing Commonwealth Edison poles located in the ROWs; and

WHEREAS, Licensee is not delivering cable service to residents of the Village, and instead is providing fiber optic telecommunications services; and

WHEREAS, in consideration of the payment of a license fee, the Village desires to allow Licensee to utilize the ROWs for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Village Council has determined that the establishment of a Master License Agreement for telecommunications use of public ways will properly facilitate and manage the deployment of telecommunications facilities without requiring a telecommunications company to come before the Village Council each time it seeks approval of a site specific permit for a facility on a Village pole or ROW; and

WHEREAS, regulation of the deployment of telecommunication facilities in Village ROWs can be accomplished through the use of site-specific permitting, managed and controlled by the Village, but only after a telecommunications company agrees to the terms of this Agreement; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to the powers granted it by Article VII, Section 10(a) of the Illinois Constitution of 1970, and finds that entering into this Agreement is in the best interests of the Village, its residents, and the public; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follows:

1. **Recitals.** The above-stated Recitals are hereby incorporated into this Section 1 as though fully set forth herein.

2. **Grant of License.** For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and compliance with all Federal, State and local laws and regulations, the Village hereby grants a non-exclusive revocable license (“License”) to Licensee to allow Licensee to construct, use, operate, own and maintain a fiber optic and coaxial cable line (the “System”) within the Village’s ROWs identified herein. The License granted by this Agreement shall not convey any right, title or interest (including leasehold interest) in the ROWs, but shall be deemed to be a license only to use and occupy the ROWs for the limited purposes stated herein.

This Agreement and the right it grants to use and occupy the poles and ROWs shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other licenses to operate telecommunications facilities within the Village's municipal boundaries.

3. **Location and Description of Licensee’s System.** Licensee’s System, for which the License herein is granted, consists of the following:

A single fiber optic aerial cable which will be installed on existing Commonwealth Edison utility poles pursuant to an Agreement between Licensee and Commonwealth Edison. Licensee will utilize underground cables. Licensee will construct and maintain a fiber optic and coaxial cable transport network for Verizon and other potential business customers. Licensee shall be the owner of and exclusively responsible for the System within the Village’s rights-of-way.

Licensee’s System, for which the License herein is granted, shall be located in the following ROWs owned by Village:

A portion of the System will proceed aerially along the north side of Hitchcock Avenue to an existing utility easement. A portion of the system will cross Foster Avenue aerially south of the Railroad tracks and north of Burlington Avenue. Another portion of the system will cross Main street aerially south of the Railroad tracks and north of Burlington Avenue. Another portion of the System will cross over Burlington Avenue aerially from the north and proceed south along the east side of Washington Street, then cross aerially over Washington street and proceed along the south side of Curtiss Street to Belden Avenue. This portion of the System will then cross aerially over Belden Avenue and proceed south along the eastside of Belden Avenue to an existing utility easement. Another portion of the system will cross Curtiss Street underground proceed south to Mackie Place and it will continue to proceed south aerially on the east side of Mackie Place to Maple Avenue. It will then continue aerially on the north side of Maple Avenue crossing Maple Avenue aerially at Burlington Avenue and proceed on the north side of Burlington Avenue to Fairview Avenue crossing Fairview Avenue aerially and proceed underground along the east side of Fairview Avenue to West Burlington Avenue where it will proceed underground on the south side of West Burlington Avenue to existing Commonwealth Edison utility poles and the proceed aerially along the south side of West Burlington Avenue to Wilcox Avenue. There are other portions of the System Licensee will be installing in Downers Grove, but the rights-of-way are owned and controlled by DuPage County– i.e. Belmont Road. Licensee will be required to obtain separate approvals from DuPage County for any cable located in that jurisdiction. Licensee will also obtain separate approval for the Railroad crossing at Fairview Avenue.)

The portion of Licensee's System in Village ROWs shall run an aggregate distance of approximately 4,615 lineal feet and is depicted in Exhibit "A" attached hereto and incorporated herein. Licensee shall construct the System in strict conformity with submitted plans and only at locations set forth in Exhibit "A". Subsequent changes and/or extension to this initial aggregate distance shall require Licensee to follow standard Village permitting and inspection procedures but will not require amendment to this License Agreement. Entire fiber optic network will be considered part of this Agreement for purposes of Effective Date and Term.

4. **Term; Fees.** The License granted by the Village to Licensee shall be for a period of ten (10) years from the Effective Date of this Agreement. For the initial term, Licensee shall pay a license fee in the amount of Five Thousand Dollars and No Cents (\$5,000.00) to the Village prior to the issuance of any permits. This Agreement may be renewed by mutual agreement of the parties for successive ten (10) year terms provided that Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal. Licensee shall make written request for renewal of this Agreement at least sixty (60) days prior to the expiration of the current term. Unless otherwise provided by law, each renewal shall be subject to a License Fee that will be determined at the time of each renewal but shall be proportional to the amount of cable that has been installed up to that time in comparison to this initial license fee and installation. In the event the parties cannot agree upon an amount for the License Fee for a renewal term, this Agreement shall terminate and Licensee shall remove its System from all Village ROWs and restore all ROWs as required herein.

5. **Use of ROWs.** In its use of the ROWs and any work to be performed therein, Licensee shall comply with all applicable laws, ordinances, regulations and requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Downers Grove Municipal Code, and the Village Council Policy entitled "Standards for the Construction of Facilities on the Public Right-of-Way" dated 11-6-07, as may be amended from time to time ("the Village ROW Policy"). In the event of a conflict between this Agreement and the Village ROW Policy, the terms and conditions of this Agreement shall control.

Licensee shall use and occupy the ROWs to install, operate and maintain the System, which shall be limited to fiber optic cable which will be installed on existing Commonwealth Edison utility poles and underground. Any unauthorized or impermissible use of the ROWs shall be deemed to be a material breach of this Agreement.

This License and the grant of authority conferred in Section 2 above are non-exclusive. The Licensee shall respect the rights and property of Village and other authorized users of streets, sidewalks, easements, power poles, street light poles, vaults, conduits and rights-of-way, and adjacent property owners.

6. **Permits.** Licensee shall pay all required permit and other fees and obtain all necessary and required permits from the Village for its System prior to performing any work on its System within the Village's ROWs. Licensee shall also post such necessary letters of credit or other security for its work within the Village's ROWs as required by the Village ROW Policy.

7. **Maintenance.** Maintenance of the System within the ROWs shall be the responsibility of Licensee. The System shall be maintained in good and safe condition and in a manner that complies with all applicable federal, state and local laws, regulations and policies. The Village reserves the right

to enter upon and repair any or all damage to the areas surrounding the licensed premises, and if such damage is caused by Licensee, then the actual, reasonable and documented cost of such repair shall be the responsibility of the Licensee.

Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency, Licensee may access the ROWs and commence such Emergency Maintenance work as required under the circumstances, provided Licensee shall comply with the requirements for Emergency Maintenance set forth in the Village ROW Policy.

8. **Restoration of ROWs.** Within ten (10) days after initial construction operations have been completed or after repair, relocation or removal of the System, Licensee shall grade and restore all areas disturbed or damaged by construction operations to a condition substantially similar to that which existed prior to the work. All disturbed or damaged grass areas shall be restored with sod.

In the event Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROWs or other Village property, the Village may make or cause to be made such restoration or repairs and either demand payment from Licensee, who agrees to pay the reasonable costs of such restoration or repairs upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village, or demand payment from the security posted by Licensee, which payment must be received by the Village within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village.

9. **Damage to Licensee's System.** Unless directly and proximately caused by the willful, intentional or malicious acts of the Village, the Village shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's System within the ROWs.

10. **Licensee Form of Business Disclosure.** Licensee agrees to complete and maintain on file with the Village a current Disclosure Affidavit, attached as Exhibit "B" to this Agreement.

11. **No Transfer or Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this Agreement or any interest herein without the prior written consent of the Village, which will not be unreasonably withheld or delayed; provided, however, this Agreement may be assigned by Licensee without consent to an affiliate, or to a successor in connection with a merger, reorganization or sale of all or substantially all of Licensee's assets or ownership.

12. **Indemnity/Hold Harmless.** To the fullest extent permitted by law, Licensee shall defend, indemnify, keep and hold harmless the Village and its officials, officers, employees and agents from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the System or Licensee's use of the ROWs, and in providing or offering service over the System.

Licensee shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be

rendered against the Village in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Licensee to indemnify the Village for its own negligence. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder.

13. **Insurance.** Licensee shall maintain, at its own expense, the following minimum levels of insurance until the System is removed from the ROWs and the ROWs have been properly restored as required herein:

1. Workers Compensation – Statutory limits
2. Employers Liability - \$1,000,000 per employee and \$1,000,000 per accident
3. Commercial General Liability, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as “X,” “C,” and “U” coverages) and products-completed operations coverage with limits not less than:
 - i) Five million dollars (\$5,000,000) for bodily injury or death to one or more persons and for property damage resulting from any one accident; and
 - ii) Five million dollars (\$5,000,000) general aggregate
4. Automobile Liability for all owned, hired and non-owned automobiles - \$1,000,000 each Accident

Prior to commencing work on the System described herein, Licensee shall furnish the Village with the appropriate Certificates of Insurance, and applicable policy endorsements. Licensee shall have the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers Grove, its officers, officials, agents and employees” as “additional insureds”. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.

Commercial General Liability Insurance required under this section shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations. Commercial General Liability, Employers Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies. Workers’ Compensation coverage shall include a waiver of subrogation against the Village.

All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with Licensee in the State of Illinois. (All insurance carriers shall be rated “A-” or better and of a class size “X” or higher by A.M. Best Company.)

All insurance policies shall contain a provision that coverages afforded hereunder shall provide thirty (30) days prior written notice of cancellation by the insurer for any reason other than non-payment of premium to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form reasonably acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall have the right to examine any policy required by this section at the Licensee’s place of business upon request.

14. **Security.** Prior to performing any work in the ROWs, Licensee shall establish a security fund in an amount determined by the Director of Public Works or designee, which shall be provided to the Village in the form, at the Licensee's election, of cash or an unconditional letter of credit acceptable to the Village. This security requirement shall not exceed \$25,000. This security fund shall serve as security for those purposes set forth in the Village ROW Policy, including but not limited to the installation of the System in compliance with applicable plans, permits, technical codes and standards, the proper location of the System as specified by the Village, restoration of the ROWs and other property affected by the construction or to satisfy any claims or damages. The Village may draw on the letter of credit or withdraw cash for the reasons set forth in the Village ROW Policy and require replenishment by Licensee in accordance with said Policy.

15. **Termination.** This Agreement may be terminated by Licensee at any time during the Term, and for any reason, by the giving of thirty (30) days advance written notice to the Village of its intention to terminate. This Agreement may be terminated by the Village only for the following reasons:

- A. A material violation of the terms of this Agreement where Licensee fails to cure such material violation within thirty (30) days after receipt of written notice by Village which identifies the violation.
- B. The material failure of Licensee to comply with all applicable local, State and Federal laws, rules and regulations in any way governing or applying to Licensee's System.
- C. Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in seeking this Agreement or in the permit application.
- D. Construction of its System contrary to the plans and specifications approved by the Village.
- E. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.
- F. The Licensee transfers this License without Village approval as required herein.
- G. The Licensee ceases its business operations, or otherwise abandons the System, unless such abandonment is temporary due to events beyond the reasonable control of Licensee.
- H. Licensee's physical presence or presence of Licensee's System on, over, above, along, upon, under, across, or within the ROWs presents a direct or imminent threat to the public health, safety, or welfare.
- I. Failure to provide the required traffic control; and to respond to requests from the Village to correct such deficiencies within a reasonable time frame.

Upon the termination of this License, whether by either party and for whatever reason, Licensee shall remove Licensee's System from the Village's ROWs within thirty (30) days of such termination, and shall perform all restoration work to the ROWs as required by Village ordinances and policies.

16. **Amendments.** This Agreement represents the entire agreement between the parties. No oral changes or modifications of this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the Village.

17. **Severability.** In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

18. **Governing Law; Venue.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The venue for any dispute between the parties regarding this Agreement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, or the United States District Court for the Northern District of Illinois.

19. **Taxes.** Nothing contained in this Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment which is or may be hereafter lawfully imposed, and Licensee shall be responsible for the payment of any taxes assessed relative to its use of the ROWs or its operation of the System.

20. **No Waiver.** The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

21. **Notice.** Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

If to Village: Village of Downers Grove
Attention: Village Manager
801 Burlington Ave.
Downers Grove, Illinois 60515

If to Licensee: Crown Castle NG Central LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Ken Simon, General Counsel

With a copy to:
Crown Castle NG Central LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: SCN Contracts Management

IN WITNESS THEREOF, the parties have signed below, effective as of the Effective Date, by their duly authorized representatives.

VILLAGE:

VILLAGE OF DOWNERS GROVE

By: _____
Its: Village Manager

LICENSEE:

CROWN CASTLE NG CENTRAL LLC

By: *[Signature]*
Its: *VP ASSET MANAGEMENT*

Attest: _____
Village Clerk

EXHIBIT "A"

LOCATIONS OF RIGHTS-OF-WAY FOR LICENSEE'S SYSTEM

EXHIBIT "A"

LOCATIONS OF RIGHTS-OF-WAY FOR LICENSEE'S SYSTEM

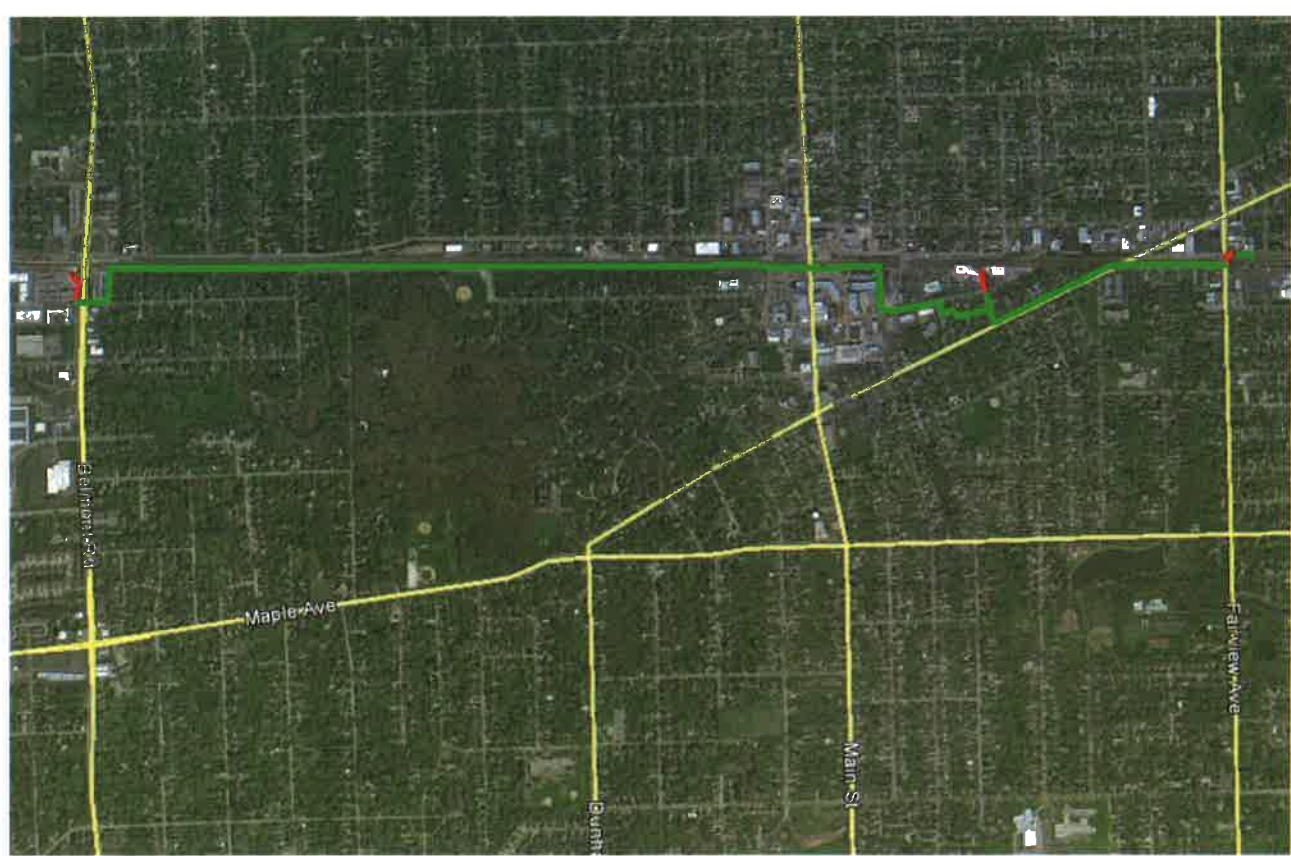


EXHIBIT "B"

(NOTE: This Affidavit must be completely filled out and signed by the Licensee or a determination that the contract is exempt from any section must be obtained.)

I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Crown Castle NG Central LLC (hereafter "Licensee") is a:
Company Name

(Place mark in front of appropriate type of business)

____ Corporation (if a Corporation, complete B)

____ Partnership (if a Partnership, complete C)

____ Individual Proprietorship (if an Individual, complete D)

X Limited Liability Corporation (if an LLC, complete C)

B. CORPORATION

The State of incorporation is _____

The registered agent of the corporation in Illinois is:

Name

Address

City, State, Zip

Telephone

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

Crown Castle NG Networks LLC 1220 Augusta Dr., Ste. 500, Houston,
TX 77057

Name	Home Address
_____	_____
Name	Home Address
_____	_____
Name	Home Address
_____	_____
Name	Home Address

The business address is 1220 Augusta Dr., Ste. 500, Houston, TX 77057 Telephone: (713)
570-3000

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

_____ Telephone: _____

My home address is _____

_____ Telephone: _____

E. Under penalty of perjury, Crown Castle NG Central LLC
(Licensee's Name)

certifies that 20-0533840 is its correct Federal Taxpayer Identification Number,
(FEIN/SSN)

or in the case of an individual or sole proprietorship, Social Security Number.

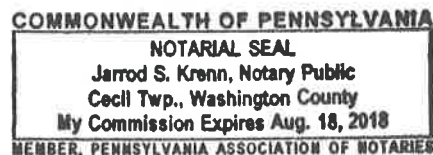
LICENSEE

By: [Signature]

Its: IT ASSET MANAGEMENT

Subscribed and sworn to before me this 18 day of July, 2016.

[Signature]
Notary Public



Named Insured: Crown Castle Internatic



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/19/2016

Page 1 of 2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company NAIC# 20281-005 INSURER B: Travelers Property Casualty Co of Amer 25674-001 INSURER C: North American Elite Insurance Company 29700-001 INSURER D: INSURER E: INSURER F:
INSURED Crown Castle International See Attached Named Insured List 1220 Augusta Dr. Suite 600 Houston, TX 77057	

COVERAGES

CERTIFICATE NUMBER: 24568510

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7021-02-28	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	TC2JCAP-474M9749-16	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	Y	Y	UMB 2000165-02	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2JUB-474M9694-16	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B				TRKUB-474M9701-16	4/1/2016	4/1/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured: Crown Castle NG Central LLC.

See attached:

CERTIFICATE HOLDER

CANCELLATION

Village of Downers Grove Attn: Village Manager 801 Burlington Ave. Downers Grove, IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Coll:4931942 Tpl:2042366 Cert:24568510 ©1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 713115

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED Crown Castle International See Attached Named Insured List 1220 Augusta Dr. Suite 600 Houston, TX 77057	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder is included as an Additional Insured under the General Liability, Automobile Liability and Umbrella/Excess Liability policies as their interest may appear and where required by written agreement and only with respect to the liability arising out of the operations performed by or on behalf of the Named Insured.

General Liability, Automobile Liability, Umbrella/Excess Liability and Workers' Compensation include a Waiver of Subrogation in favor of the Additional Insured when required by written contract but always subject to the policy terms, conditions, exclusions and as permitted by law.

Re: License Agreement for the use of Village Rights-of-Way - Project ID: 47894819.

Additional Insured: Village of Downers Grove, its officers, officials, agents and employees.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds, as required by written contract.

Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Page 1 of 2

Entity Name	4/8/2016 edition
24/7 Chesapeake Holdings, LLC (eff 10/31/2014)	Crown Castle Investment II Corp
24/7 Mid-Atlantic Network of Virginia, LLC (eff 10/31/2014)	Crown Castle MM Holding Corp.
24/7 Mid-Atlantic Network, LLC (eff 10/31/2014)	Crown Castle MM Holding LLC
Access Fiber Group Holdings LLC (eff 5/14/2015)	Crown Castle MU LLC
Access Fiber Group Inc. (eff 5/14/2015)	Crown Castle MUPA LLC
AirComm of Avon, L.L.C.	Crown Castle NG Atlantic LLC. (eff 5/4/12) fka NextG Networks Atlantic Inc.
Atlantic Coast Communications LLC	Crown Castle NG Central LLC (eff 5/3/12) fka NextG Networks of Illinois Inc
CA - CLEC LLC	Crown Castle NG East LLC (eff 5/3/12) fka NextG Networks of NY Inc
CC Castle International LLC	Crown Castle NG Networks Inc. (eff 5/3/12) fka NextG Networks Inc
CC Finance LLC	Crown Castle NG West LLC (eff 5/3/12) fka NextG Networks of California Inc
CC Holdings GS V LLC	Crown Castle Operating Company
CC Site Acquisitions I/ LLC	Crown Castle Operating LLC
CC Sunesys Fiber Networks LLC (eff 8/28/2015)	Crown Castle Orlando Corp.
CC TM PA LLC (eff 10/31/2012)	Crown Castle PR LLC
CC Towers Guarantor LLC	Crown Castle PR Solutions LLC (eff 9/10/13)
CC Towers Holding LLC	Crown Castle PT Inc.
CC TS LLC	Crown Castle Puerto Rico Corp.
CCATT Holdings LLC	Crown Castle Services LLC (eff 6/24/2011)
CCATT LLC	Crown Castle Solutions Corp.
CCATT PR LLC	Crown Castle Solutions LLC (eff 12/29/15)
CCGS Holdings Corp.	Crown Castle South LLC
CCPE Acquisitions LLC	Crown Castle TDC LLC (eff 3/28/16)
CCPR VI LLC	Crown Castle TLA LLC
CCPR VI Tower LLC	Crown Castle Towers 05 LLC
CCS & E LLC Feb. 10, 2014	Crown Castle Towers 06-2 LLC
CCT2 Holdings LLC June 27, 2014	Crown Castle Towers 09 LLC
CCTM Holdings LLC (eff 10/31/2012)	Crown Castle Towers LLC
CCTM1 LLC (eff 11/30/12)	Crown Castle USA Inc.
CCTM2 LLC (effective 11/30/12)	Crown Communication LLC (formerly Crown Communication Inc. eff 1/1/11)
CCTMO LLC (eff 10/31/2012)	Crown Communication New York, Inc.
Chesapeake Fiber, LLC (eff 10/31/2014)	Crown Mobile Systems, Inc
Coastal Antennas LLC	Global Signal Acquisitions II LLC
Comsite Venture, Inc.	Global Signal Acquisitions III LLC
Coverage Plus Antenna Systems LLC	Global Signal Acquisitions IV LLC
CPS Holdco, LLC eff 12/15/14	Global Signal Acquisitions LLC
Crown Atlantic Company LLC	Global Signal GP LLC
Crown Castle AS LLC (eff 4/29/11)	Global Signal Holdings III LLC
Crown Castle Atlantic LLC	Global Signal Holdings IV LLC
Crown Castle Augusta LLC	Global Signal Operating Partnership, L.P.
Crown Castle BP ATT LLC	Global Signal Services LLC
Crown Castle CA Corp.	GoldenState Towers, LLC
Crown Castle GS III Corp.	GS Savings Inc.
Crown Castle GT Company LLC	GSPN Intangibles LLC
Crown Castle GT Corp.	High Point Management Co. LLC
Crown Castle GT Holding Sub LLC	ICB Towers, LLC
Crown Castle International Corp.	In SITE Fiber of Virginia LLC
Crown Castle International Corp. de Puerto Rico	InfraSource FI, LLC
Crown Castle International LLC	InSITE Solutions, LLC
Crown Castle Investment Corp	Interstate Tower Communications LLC

Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Page 2 of 2

Entity Name	4/8/2016 edition
Intracoastal City Towers LLC	TowerOne Warrington 002, LLC (eff 3/2/2012)
JBCM Towers LLC	Towers Finco II LLC
LL Q1-15 LLC	Towers Finco III LLC
LL Q2-15 LLC	Towers Finco LLC
LL Q3-15 LLC eff 12/07/2015	TriStar Investors LLC (eff 12/15/14)
Md7 Capitol One, LLC	TVHT, LLC
Mobile Media California LLC	WA - CLEC LLC
Mobile Media National LLC	WCP Wireless Lease Subsidiary, LLC (eff 1/31/2012)
Moleto LLC	WCP Wireless Site Funding LLC (eff 1/31/2012)
MW Cell REIT 1 LLC (eff 1/31/12)	WCP Wireless Site Holdco LLC (eff 1/31/2012)
MW Cell TRS 1 LLC (eff 1/31/12)	WCP Wireless Site Non-RE Funding LLC (eff 1/31/2012)
New Path Networks Holding LLC	WCP Wireless Site Non-RE Holdco LLC (eff 1/31/2012)
New Path Networks, LLC	WCP Wireless Site RE Funding LLC (eff 1/31/2012)
NY - CLEC LLC	WCP Wireless Site RE Holdco LLC (eff 1/31/2012)
OP 2 LLC	Wireless Funding, LLC (eff 1/31/2012)
OP LLC	Wireless Realty Holdings II, LLC (effective 5/19/11)
PA - CLEC LLC	Wireless Revenue Properties, LLC (eff 1/31/2012)
Pinnacle San Antonio L.L.C.	
Pinnacle St. Louis LLC	
Pinnacle Towers Acquisition Holdings LLC	
Pinnacle Towers Acquisition LLC	
Pinnacle Towers Asset Holding LLC	
Pinnacle Towers Canada Inc.	
Pinnacle Towers III LLC	
Pinnacle Towers Limited	
Pinnacle Towers LLC	
Pinnacle Towers V Inc.	
Princeton Ancillary Services II LLC Formed 2/28/14	
Princeton Ancillary Services III LLC Formed 2/28/2014	
Radio Station WGLD LLC	
Shaffer & Associates, Inc.	
Sierra Towers, Inc.	
Sunesys Enterprise LLC (eff 11/18/2015)	
Sunesys of Massachusetts, LLC (eff 4/30/2015)	
Sunesys of Virginia, Inc. (eff 4/30/2015)	
Sunesys, LLC (eff 4/30/2015)	
Thunder Towers LLC	
Tower Development Corporation (eff 4/8/2016)	
Tower Systems LLC	
Tower Technology Company of Jacksonville LLC	
Tower Ventures III, LLC	
TowerOne 2012, LLC (eff 3/2/2012)	
TowerOne Allentown 001, LLC (eff 3/2/2012)	
TowerOne Doylestown, LLC (eff 3/2/2012)	
TowerOne Middletown 003, LLC (eff 3/2/2012)	
TowerOne North Coventry LLC (eff 3/2/2012)	
TowerOne Partners, LLC (eff 3/2/2012)	
TowerOne Upper Pottsgrove 002, LLC (eff 3/2/2012)	
TowerOne Warrinster 001, LLC (eff 3/2/2012)	

INSURER CANCELLATION TERMS

NAMED INSURED Crown Castle International	POLICY NO. Various
EFFECTIVE DATE SEE PAGE 1	

Person or Organization:

Person(s) or organization(s) that you are obligated, pursuant to written contract or agreement between you and such person or organization, to provide with notice of cancellation for any reason other than non-payment of premium, provided that, within 10 days of the date the producer or the first named insured receives a copy of the notice of cancellation, the producer or the first named insured provides us with a spreadsheet containing the name, address and, if available, e-mail address of the person(s) or organization(s) to whom such notice of cancellation is to be sent.

All other terms and conditions remain unchanged.

Cancellation Terms:

When we cancel this policy as described in the Cancellation condition for any reason other than non-payment of premium, we will also send to the person or organization described in the Schedule a notice of at least 30 days in advance of the cancellation date.

Any failure on our part to deliver such notice will not:

- impose liability of any kind upon us; or
- invalidate the cancellation.

Cancellation Terms Apply to the Following Coverages:

General Liability, Automobile Liability and Workers Compensation