

Wendy Briggs

From: Wendy Briggs
Sent: Wednesday, January 04, 2017 8:33 AM
To: Andrew Huhn
Cc: Brian Day
Subject: FW: FOIA request

Please have this information to us by January 9. Thanks.

Wendy Briggs
City Clerk
Town of Normal
11 Uptown Circle
Normal, IL 61761
(309) 454-9509
(309) 454-9630 - fax



From: Bloomington Normal News [mailto:blnnews@yahoo.com]
Sent: Wednesday, January 04, 2017 7:51 AM
To: Wendy Briggs <wbriggs@normal.org>
Subject: FOIA request

I am requesting the following information under the Freedom of Information Act:

List of all properties owned by the Town of Normal including PIN numbers

List of all properties currently receiving rental income.

Copies of the rent agreements for these properties.

This request is a non-commercial request. I am requesting electronic copies. In the event papers copies must be provided I am requesting the fees be waived as outlined in the FOI Act as this is a request for public information that is to be shared publicly.

If a waiver of fees is not given then I do request an estimate of the cost be provided prior to filling the FOIA request.

Thanks,

Diane Benjamin

Properties Receiving Rental Income

Cell Tower/Fire Station 2 - PIN: 14-21-351-012
604 N. Adelaide Street

Cell Tower/Public Works - PIN: 14-32-280-018
1501 Warriner Street

Cell Tower/Water - PIN: 14-28-283-003
104 E. College Avenue

The Pod - PIN: 14-28-435-026
100-104 E. Beaufort Street

Ohmfit Activewear - PIN: 14-28-430-015
102 W. North Street
Resolution 5131 – 7/6/2015

Dan Brady - PIN: 14-28-430-014
104 North Street
Resolution – 1/3/2017

Subway - PIN: 14-28-436-030
11 Uptown Station, Suite 100
Resolution 4772 – 6/4/2012

Amtrak - PIN: 14-28-404-001
11 Uptown Station
Resolution 4658 – 8/15/2011

Marriott Conference Center - PIN: 14-28-427-018
201 Broadway Avenue
Resolution 3541 – 7/6/2004

PARCEL NO.	OWNED BY	USE
14-01-300-006 (pt.)	Normal	ROW – Carolyn Park
14-02-400-003 (pt.)	Normal	Ziebarth, Pipeline Road
14-09-200-011	Normal	RR ROW Constitution Trail
14-09-506-001	No Record	Constitution Trail North
14-09-506-002	No Record	Constitution Trail North
14-10-400-001	Normal	Ondeck/Killian Farm
14-11-200-002	Normal	Adj. To Pipeline Rd. Bike/Ped. Trail
14-11-200-005	Normal	Pipeline at Ziebarth – TC Developers Lot 2 Am Bap Ch
14-11-200-008	Normal	Adj. to Pipeline Rd. Bike/Ped. Trail
14-11-201-009	Normal	17.35 acres Northbridge – 2043 Ziebarth Rd
14-11-228-038	Normal	Northbridge Ditch (along pipeline)
14-11-228-039	Normal	Northbridge Bike Trail (along pipeline)
14-11-300-002	Normal	Part of Ondeck/Killian Farm
14-13-200-001	Normal	Rural Route (Northeast Pump Station)
14-13-400-003 (Pt)	Normal	Country Acres (Davis)
14-13-400-005	Normal	64% of 2014 Raab Road (Shepard)
14-13-400-007	Normal	64% of 2014 Raab Road (Shepard)
14-13-400-008	Normal	64% of 2014 Raab Road (Shepard)
14-14-100-004	Normal	Ironwood Golf Course
14-14-100-005		CC Outlot 16 .07 acres Rural Route
14-14-100-006	Normal	Ironwood Golf Course
14-14-100-008	Normal	Ironwood Golf Course
14-14-100-010	Normal	Ironwood Golf Course
14-14-100-011	No Record	Ironwood Golf Course
14-14-100-013	Normal	Ironwood Golf Course
14-14-100-014	No Record	Ironwood Golf Course
14-14-100-016	Normal	Ironwood Golf Course
14-14-100-018	Normal	Ironwood Detention Basin
14-14-100-019	No Record	Ironwood
14-14-102-015	Normal	1098 Ironwood
14-14-102-016	Normal	McDonnell Ironwood/Norhtown Road

14-14-200-005	Normal	Ironwood Golf Course
14-14-200-006	Normal	Ironwood Golf Course
14-14-200-007	Normal	Ironwood Golf Course
14-15-151-006	Normal	Ironwood Golf Course
14-15-151-007	Normal	Ironwood Golf Course
	Normal	Ironwood Park
	Normal	Resub Outlot 10 Ironwood
14-15-152-005	Normal	
14-15-153-007	Normal	Ironwood Golf Course Outlot 329 6-23-11
14-15-176-002	Normal	Ironwood Golf Course
14-15-176-003	Normal	Ironwood Outlot 13 .07 acres
14-15-176-004	Normal	Ironwood Outlot 14 .07 acres
14-15-200-004	Normal	Ironwood Golf Course
14-15-200-006	Normal	Ironwood Club Subd. Outlot 15 .07 acres
14-15-200-007	Normal	Ironwood Golf Course
14-15-200-010	Normal	Lot 2 – 5, 7 & 8 and Ironwood Country Club Subd. 1 st Add. Lots 20 & 21.
14-15-226-015	Normal	1098 Ironwood (Northtown Rd. Improve)
14-15-226-016	Normal	Ironwood CC Homeowner’s Assn. (82% OF 2004)
14-15-228-026 from Snyder	Normal	Ironwood Golf Course Parcels (Outlots)
14-15-300-018	Tiehack Dev. Inc	Rural Route
14-15-300-019	Raycraft	Rural Route
14-15-351-018 (PT)		PERM ROW - TOEPKE
14-15-351-019 (Pt)	Charles Decker	Perm ROW – Toepke
14-15-400-001 (Pt)		RAYCRAFT PERM ROW
14-15-400-007	Normal	1200 E. Raab Lot 1 Carden Subd. #3 Fire Station
14-15-400-010		1300 E. Raab Rd., Normal, Carden Subd. N 466.5’, W466.5’ Lot 2 per 99-27575 5.0 acres Carden Subd. Lot 2 (Ex N 466.5 W 466.5) 13.0 acres – Carden Park
14-15-400-012		Normal, 1300 E. Raab Rd., Carden Park Subd. Lot 1 5 acres

14-15-400-022	Normal	Carden Park Prairieland School Area formerly 14-15-400-011
14-15-400-028	Normal	Carden Park Prairieland School Area formerly 14-15-400-009
14-15-400-029	Normal	Carden Park Area formerly 14-15-400-012
14-15-400-036	Normal	Carden Park
14-15-400-037	Normal	Carden Park
14-16-200-011	Normal	Water Tank
14-16-300-001	Normal	Northmeadow Village – Utility Easements
14-16-476-003	GTE Tel. Operations	Charolotte Block ROW on North Linden
14-16-476-004	John & Barbara Prosser	ROW on N. Linden
14-16-476-005	Charles & Deloras Barker	ROW on N. Linden
14-16-476-006	Louise & Elaine Seibert	ROW on N. Linden
14-16-506-001	No Record	Constitution Trail North
14-19-200-002	Town of Normal	Holder – Detention Basin Parkside Rd.
14-19-276-001	Sam Holder	Lot 92 Park West Subd
14-19-400-004	Normal	Maxwell Park by NCWHS
14-19-400-006	Normal	Maxwell Park by NCWHS
14-20-100-001 (Pt)	Normal	
14-20-200-001 (Pt)	ISU	
14-21-151-013	Normal	Fairview Ridge Bike Trail – Creek ROW
14-21-201-005	Normal	Rabb & School – Pumping Station
14-21-226-003 (Pt)	Michael Huffington	1701 N. Linden Perm ROW
14-21-227-001	Normal	Detention Basin (Toepke & Peterson RE)
14-21-227-012	Normal	Detention Basin (Toepke & Peterson RE)
14-21-228-013	Naas	Perm ROW
14-21-228-014	Belinda Jones	Perm ROW
14-21-262-061	Normal	N. Park Trail Park by Constitution Trail
14-21-276-007	Normal	Drainage Ditch N. Linden .89 acres
14-21-276-064	Normal	Lot by Trail Luedtke

14-21-276-066	Normal	Lot by Trail Luedtke
14-21-301-002	Normal	Fairview Park
14-21-351-009	Normal	Fire Station (Gregory)
14-21-351-011	Normal	N. Adelaide Street
14-21-351-012	Normal	
14-21-352-133	Normal	Sugar Creek ROW Woodridge
14-21-352-134	Normal	Sugar Creek ROW Woodridge
14-21-426-007	Normal	Prenzler Park by Trail North
14-21-430-004	Normal	Shelbourne ROW
14-21-430-005	Normal	Shelbourne ROW
14-21-430-007	Normal	Shelbourne ROW
14-21-430-009	Normal	N Linden Drainage Ditch .2 acres
14-21-431-017	Normal	Drainage Ditch, Den 2 South Subd.
14-21-478-013	Normal	By Trail Norwood Subd. (Luedtke)
14-21-479-017	Normal	Lakeview PUD (Creek ROW)
14-21-479-019	Normal	Same as above
14-21-479-021	Normal	Lincoln Cts. Creek
14-21-506-001	No Record	Constitution Trail North
14-21-506-002	No Record	Constitution Trail North
14-21-506-003	No Record	Constitution Trail North
14-22-100-020	Normal	Detention Basin/N Linden E side Snyder
14-22-113-005	Normal	Wildberry Dr. Land Trust CH-2
14-22-113-007	Normal	Bike Easement Pheasant Ridge Subd. 1 st Add. S5'N28' OL 44
14-22-114-011	Normal	Wildberry Dr. Land Trust CH-
14-22-114-014	Normal	Bike Easement Pheasant Ridge Subd. 1 st Add. S5'N34"OL45
14-22-115-001	Janet Creighton	
14-22-126-022	Fransen	Lot 2 Fransen, 721 E. Raab Road
14-22-129-001		Beech St. Extended N to Shelbourne
14-22-115-002	Robert Giganti	

14-22-129-001		Beech St. Extended N to Shelbourne
14-22-126-022		Fransen Sub Lot 2 (721 Raab – Nature Park)
14-22-133-010	Mercer Turner	Raab Road
14-22-200-001 (Pt)	Richard & Nancy	Perm ROW Rural Route
14-22-200-014	No Record	
14-22-200-002		
14-22-200-015	No Record	
14-22-200-002		
14-22-204-001 (Pt)	Robernt Threlfall	Frontier Dr.
14-22-226-026	LFH-100	Belclare – Outlot C Kelley Glen PUD 1 st
14-22-228-001	Hundman	Belclare - Outl B Kelley Glen .49 ac.
14-22-280-001	Hundman	Belclare – Outlot A Kelley Glen .65 ac.
14-22-279-020	Loomis	1500 Belleck – ROW/Perm Utility Ease.
14-22-326-005		ISU Land Savannah Green
14-22-326-007	No Record	One Normal Plaza
14-22-326-008	No Record	Intersection of Pine & Henry
14-22-327-012		
14-22-327-015	Morger	Lot 19 ISSCS; Lot 31, Lot 32 Pkg. Lot
14-22-327-017	Normal	Tank Portion of Lot 17 – ONP
14-22-327-019	Normal	Lot 8 ISSCS Sr. Center -ONP
14-22-327-020	Normal	Lot 29 ISSCS Open Space - ONP
14-22-327-021	Baby Fold	One Normal Plaza (Lot 11 ISSCS)
14-22-327-024	Normal	Burtis One Normal Plaza (Lot 14 ISSCS)
14-22-327-025	Normal	ONP Plant & Oil Tank PUD Subd. 1 st Add. Lot 18
14-22-327-026		
14-22-327-027		Open Space, Lot 32 Parking Lot
14-22-327-028	Robbie & Connie Morger	22 Coles St.
14-22-327-029	Normal	ISSCS Parking Lot 614 E. Lincoln
14-22-327-030		
14-22-327-031	Normal	600 E. Lincoln, ISSCS Drive to Activity Center
14-22-327-033	Normal	ONP Parking Lot, Adjacent to Senior Center
14-22-327-034	Normal	ONE Lot West of Masonic Lodge
14-22-328-001	Dan Nardi	600 E. Lincoln

14-22-328-002	Bloomington/Normal	Mulberry School 1101 Douglas
14-22-376-005	Normal	Lot 22 ONP PUD Open Space
14-22-376-006	Normal	Lot 27 ISSCS Open Space
14-22-376-009	Normal	Lot 28 ONP PUD Open Space
14-22-376-012	Normal	Lot 25 ONP PUD Open Space
14-22-376-015		ot 30 ISSCS Water Garage (Lot Split 12/97)
14-22-376-016		ISU Land Savannah Green
14-22-376-017	Normal	Water Maintenance One Normal Plaza
14-22-376-021	Normal	Berm ONP/Savannah Green
14-22-400-013	Normal	ISU Savannah Green
14-22-401-001	Normal	Pt of Lot 1 12 th Add. To Normal
14-22-403-003	Tyler Ernst	Intersection Henry and Shelbourne 705 E. Lincoln (ISU/Water Well One Normal Plaza)
14-22-403-004	Tyler Ernst	
14-22-404-001	A-M LLC	Savannah Green Park
14-22-426-002		Tract 3 Kelley Sub
14-22-426-004	Pinehurst Development	
14-22-426-003		Tract 2 Kelley Sub
14-22-426-005	Normal	
14-22-426-003		Tract 2 Kelley Sub
14-22-431-011	Normal	Kelley Det
14-22-436-003	No Record	N. Towanda Ave. – Storm Detention
14-23-302-002	James Shirk	Rural Route
14-23-301-001		Ditch by Eureka
14-23-302-002		
14-23-303-001	Shirk	
14-23-402-005	Town of Normal	Lot 6 Berm (Country Acres)
14-23-476-016	Town of Normal	Gordon, 1829 Taft
14-23-477-030	Town of Normal	Hopkins, 1829 Johnson

14-23-478-015	Town of Normal	1829 Jacobbsen Drive
14-23-479-015	Town of Normal	Abfalder, 1829 Truman
14-23-479-030	Town of Normal	Freese/Montoya Doage, 1828 Hoover
14-23-480-015	Town of Normal	Williams 1829 Hoover
14-23-480-029	Town of Normal	Johnson, 1826 Ft. Jesse
14-23-480-030	Town of Normal	Saddler 1828 Ft. Jesse
14-23-303-001		
14-23-479-015 Pt of	Town of Normal	Abfalder – 1829 Truman ROW
14-23-479-030 Pt of	Town of Normal	Freese/Montoya Doage – 1828 Hoover ROW
14-23-480-015	Town of Normal	Gerald Williams – 1829 Hoover ROW
14-23-480-029	Town of Normal	Dennis B. Johnson – 1826 Ft. Jesse
14-24-100-001	Town of Normal	Schaefer Eminent Domain 1438 Hershey Road – 100% of 2006
14-24-178-018	Town of Normal	O.L. 558 Eagles Landing Dry Detention Basin
14-24-200-012 (Pt)		NE ¼ 24-24-2
14-24-202-001	Town of Normal	O.L. 115 Eagles Landing Wet Detention Basin
14-24-227-054	Town of Normal	Bike Trail at Eagle’s Landing
14-24-227-055	Town of Normal	Bike Trail at Eagle’s Landing
14-24-276-001	Comm. Unit School Dist. 5	1101 Airport Rd.
14-24-300-001 (Pt)	Town of Normal	Country Acres (King)
14-24-300-001	Town of Normal	Ft. Jesse Water Booster Station (Country Acres) (Same as 14-24-351-002)
14-24-300-002	No Record	
14-24-300-003	No Record	
14-24-300-009	Normal	Water Tower (.69 acres)
14-24-300-014	Normal	Greenbriar Park (100% of 2008)
14-24-351-002	Normal	Pump Station (.29 acres)

14-26-105-008	Normal	MLK Park on Towanda
14-26-126-054	Normal	Drainage Ditch Omni Sports Center PUD
14-26-127-015	No Record	Bielfeldt Property Veterans
14-26-127-017	No Record	Outlot 53 4 th Add. To Landmark
14-26-179-015	Davco Food Inc. C/o Avtax Inc.	1600 E. College
14-26-179-018	No Record	Bielfedt Property ROW Veterans
14-26-326-025	Great Lakes Investors	1601 E. College
14-27-114-001	Normal	Fell Park
14-27-129-002	Normal	Wells #6, 7 Ft Jesse Rd.
14-27-155-004	Jose, Gloria Sanchez	307 N. Oak CD Acq.
14-27-155-006	Normal	Wells #4, 204 E Cherry
14-27-155-007	Normal	206 E. Cherry (Dabney)
14-27-155-008	Normal	208 E. Cherry 1 st Add Normal Lt 8 Blk 29
14-27-166-003	Normal	Mulberry St ROW
14-27-167-001	Normal	Mulberry St ROW
14-27-167-002	Normal	Mulberry St ROW
14-27-167-003	Normal	Mulberry St ROW
14-27-202-011	Normal	Ft. Jesse Water Well
14-27-252-004	Normal	Fire Station - E College
14-27-305-001	Normal	Ash Park
14-27-305-002	Normal	Ash Park
14-27-305-003	Normal	Ash Park
14-27-311-013	Normal	Old Olympic Federal RE by Chiddix
14-27-311-014	Normal	Same as above
14-27-311-015	No Record	Same as above
14-27-311-016	Normal	Same as above
14-27-311-017		
14-27-311-019	Normal	Same as above
14-27-312-003	Normal	Ash Park (From Unit 5 10/16/03)
14-27-326-001	Normal	Ash Park

14-27-353-020	Normal	210 E. Vernon (Behind) Drainage Ditch
14-27-355-004		
14-28-102-006	Normal	Fire Station Gregory
14-28-226-004	Normal	100 Blk W. Sycamore Lot 3 All Lots 1 & 2 Hidden Creek Sanctuary
14-28-226-007	Normal	Sycamore Sanctuary
14-28-228-020	No Record	Property from John Luedtke
14-28-230-013	Michael Smith	98 E. Sycamore Street Cul-de-Sac
14-28-231-021 (Pt)	Kriss & Betsy Davis	97 E. Sycamore
14-28-255-018	ISU	207 N. Fell Parking Lot
14-28-256-001	ISU	W. Mulberry 200 blk (Intersection Fell & College)
14-28-256-002	ISU	W. Mulberry 200 blk (Intersection Fell & College)
14-28-279-002	No Record	212 W College Ave
14-28-279-003	No Record	210 W College Ave
14-28-279-004	No Record	Library
14-28-279-005	No Record	Library
14-28-279-006	Normal	Hewett House
14-28-279-007	Normal	Stubblefield Parking Lot – Library Parking Lot, 107 W. Mulberry – 1 st Add. To Normal Lot 4 and E 6 Lot 5 Blk 38
14-28-279-008	Normal	Stubblefield Parking Lot – Library Parking Lot, 105 W. Mulberry – 1 st Add. To Normal, Lot 3, Blk 38
14-28-279-009	Normal	Hewett House
14-28-279-010	Normal	Stubblefield Funeral Home – Library Parking Lot – 200 W. College 1 st Add. To Normal E 6' Lot 14 and all Lot 15, Blk 38
14-28-279-011	Normal	Stubblefield Funeral Home Parking Lot – Library Parking Lot – 108 W. College Ave. 1 st Add. To Normal Lot 16, Blk 38

(006, 007, 008, 009, 010, 011 now part of Lot 2 Bank of Illinois Subdivision. Lot 2 sold to Bank of Illinois.)

14-28-279-013	Normal	(Parking Lot along trail) 99 W. Mulberry Bank of Illinois
14-28-279-014	Normal	(Old Bank of Illinois Lot) 98 W. College
14-28-279-017	Normal	202 College Lot 1 Bank of IL Subd. Hewitt House
14-28-279-020	Normal	102 College Ave., Resub Lot 3 Bank of IL Subd. Lot 4 – College Ave. Parking Deck
14-28-279-021	Normal	102 College Ave., Lot 5 Resub Lot 3 Bank Of IL Subd. – Liner Housing
14-28-283-001	Normal	Water Plant
14-28-283-002	Normal	Water Plant
14-28-283-003	Normal	Water Plant
14-28-283-004	Normal	Water Plant
14-28-283-005	Normal	Water Plant
14-28-283-006	Normal	Water Plant
14-28-283-007	Normal	Water Plant
14-28-283-008	Normal	Water Plant
14-28-283-010	Normal	Water Plant
14-28-283-011	Normal	Water Plant
14-28-402-009	ISU	101 S. Fell (Fell Between College & North)
14-28-402-010	ISU	101 S. Fell (Fell Between College & North)
14-28-404-001	Normal	Irr. Tract S of Beaufort N of ICG RR & W of Block 3 Normal 5 th Add.
14-28-426-003	Normal	103 Broadway, Yarger – 100% of 2006
14-28-427-001	Normal	213 ½ North – Moore Trust – 100% of 2006
14-28-427-002	Normal	213 North – Moore – 100% of 2006
14-28-427-003	Normal	Pham – 209 ½ North St. 70% of 2005
14-28-427-004	Normal	Normal Theater
14-28-427-007	Normal	207 Broadway – Moore – 100% of 2006
14-28-427-010		Watterson Place Interior Parking Lot – 303 Broadway
14-28-427-011		301 Broadway Citizens
14-28-427-012		301 Broadway Citizens
14-28-427-013		301 Broadway Citizens
14-28-427-014	Normal	300 S. Fell - ISU
14-28-427-015		Watterson Place Interior Parking Lot – 100% of 2006
14-28-427-016	Normal	Broadway Parking Lot

14-28-427-017 Theater	Normal	North St. Lot 3 Marriott Subd. – Normal
14-28-427-018	Normal	Broadway Ave. Part of 201, Lot 2 Marriott Subd. – Conference Center
14-28-428-003	Normal	211 W. Beaufort (Rave)
14-28-428-004	Normal	201-203 W. Beaufort (Brock)
14-28-428-005	Normal	RR ROW, Pt. Union Pacific
14-28-428-006 Deck	Normal	211 W. Beaufort St. – Marriott Parking
14-28-429-004	Normal	Franke Prop. 401/401 ½ Broadway
14-28-429-012 Broadway	Normal	Strip South along RR ROW West of
14-28-430-001	Normal	102 Broadway(Masonic Lodge) 100% 2009
14-28-430-002 Broadway	Normal	104 Broadway (Bolender) 74% of 2006 Commerce Bank, Temp Bank. 104
14-28-430-003	Normal	106 Broadway (Bolender) 74% of 2006 Commerce Bank – Temp. Bank
14-28-430-004	Normal	105 W. College (Frelco) 74% of 2006
14-28-430-005	Normal	103 W. College (Frelco) 74% of 2006
14-28-430-006 Parking	Normal	101 W. College (Frelco) 74% of 2006
14-28-430-014 North Street	Normal	104 North Street (Bolender) 74% of 2006 Shane Cultra Office & Upstairs Apts. 104
14-28-430-015	Normal	102 W. North (Bolender) 74% of 2006 ISU Art Gallery and Apts. 102 North Street
14-28-430-016	Normal	Parking Lot by EP Martin
14-28-430-018 Parking	Normal	105 W. College – Sills Subd. Blk 2, etc. -
14-28-430-019	Normal	105 W. College Interior-Irregular Sills Subd. Blk. 2 Original Town and Bl. 44 1 st Add. Lot 10, ex. Pt. conv. To Frelco – Parking
<u>14-28-430-022</u>	Normal	
14-28-431-008	Normal	109 North Street (Hermes – Hotheads) (18% of 2004) – Uptown 1
14-28-431-008	Normal	111 ½ North Street – Kup Tcheng
14-28-431-009	Normal	107 North Street, Dead Pan

14-28-431-017	Normal	101 North Street (Caboose)
14-28-431-018	Normal	109 North Street (Lot 1 Normal Uptown 1
Subd. (100% of 2008)		
14-28-432-001	Normal	Former NICOR Lot D, Broadway & RR Part of Multimodal Tract – Multimodal Parking Deck
14-28-432-005	Normal	111 W. Beaufort St. K.R.&D.H. Ward Trusts –
Multimodal Parking Deck		
14-28-432-006	Normal	103-109 W. Beaufort (Schnebleys) -
Multimodal		
14-28-432-007	Normal	ICGRR
14-28-432-008	Normal	RR Row Pt. Union Pacific – Next to
Multimodal		
14-28-435-004	Normal	Kirk's Appliance – 111 E. College
14-28-435-005	Normal	Bird House– N of Beaufort (101 Railroad)
14-28-435-010	Normal	108 E. Beaufort (Moore) 61% of 2006
14-28-435-014	Normal	Alley Behind Simon Wilson - Coffeehouse
14-28-435-018	Normal	130-136 E. Beaufort (Taylor) 66% of 2005 –
Sold To Tinervin		
14-28-435-019	Normal	138 E. Beaufort Ervin (Jimmy Johns) – Sold to Tinervin
14-28-435-025	Normal	102 E North (Tinervin) (99% of 2006)
14-28-435-026	Normal	100-104 S. Beaufort (First Site) (99%) Bldg. Rented to Wetzal for Store Use – The
Pod. 100-104 E. Beaufort		
14-28-435-027	Normal	Parking Lot Behind Simon Wilson
14-28-435-028	Normal	101 E. College (Middleton) 63% of 2006
14-28-435-029	Normal	Simon Wilson, 107 E. College Ave. Behind
14-28-435-030	Normal	Coffee House Parking Lot
14-28-436-001	Normal	Rocky's
14-28-436-002	Normal	Shanigan's
14-28-436-003	Normal	Shanigan's
14-28-436-004	Normal	111-115 E. Beaufort – Gallery
14-28-436-005		115 E. Beaufort (Streenz)
001, 002, 003, 004,005 all sold to Fuller (Beaufort Street Renewal)		
14-28-436-012	Normal	Behind Shanigan's
14-28-436-014	Normal	Parking Lot by Rocky's
14-28-436-015	Normal	109 E. Beaufort
14-28-436-016		111-115 E. Beaufort (behind) CDM
14-28-436-017		107 E. Beaufort

14-28-436-018		105 E. Beaufort
14-28-436-019		103 E. Beaufort
14-28-436-020	Normal	103 E. Beaufort (Parking Lot CDM)
14-28-436-021	Normal	100 E. Beaufort - CDM
14-28-436-022	Normal	Gateway Plaza
14-28-436-023	Normal	Gateway Plaza
14-28-436-024	Normal	- Gateway Plaza 14-28-436-025 Normal
	Lot 2 Fulcom Sub. (alley)	
14-28-436-025	Normal	Lot 2 Fulcum - 115 E. Beaufort
14-28-436-027	Normal	115 E. Beaufort NE of Fulcom Subd. (Alley Adjacent to Fulcom) 100% of 2006
14-28-436-028	Normal	Lot 1 Normal Multimodal Subd. 113 W.
14-28-436-029	Normal	Lot 2 Normal Multimodal Subd. 113 W.
14-28-437-001	Normal	Part of City Hall Property
14-28-437-003	Normal	108 Parkinson (Filliponi) 51% of 2004
14-28-437-004		106 and 110 Parkinson (Filliponi) 51% of 2004 - Parking
14-28-437-005		South Linden (Yarger) 39% of 2004 - Parking
14-28-437-006		102 Parkinson (Raney) 15% of 2004 - Parking
14-28-437-007		104 Parkinson (Moore) - 100% of 2006 - Parking
14-28-437-008		112 Parkinson (Yarger) 39% of 2004 - Parking
14-28-438-001	Normal	Part of City Hall Property
14-28-438-002	Normal	Part of City Hall Property
14-28-438-003	Normal	Part of City Hall Property
14-28-438-004	Normal	Part of City Hall Property
14-28-438-005	Normal	Part of City Hall Property
14-28-438-006	Normal	Part of City Hall Property
<u>14-28-438-007</u>	<u>Normal</u>	
14-28-438-008	Normal	Pet Supply - 207 S. Linden (95% of 2006)
14-28-438-010	Normal	Center PUD Linden St. Annex
14-28-438-012	Normal	Part of City Hall
14-28-438-013	Normal	Pet Supply - 207 S. Linden (95% of 2006)
14-28-438-014	Normal	209 South Linden
14-28-439-001	Normal	Part of City Hall Property
14-28-439-002	Normal	Part of City Hall Property
14-28-439-003	Normal	Part of City Hall Property

14-28-439-004	Normal	Part of City Hall Property
14-28-439-005	Normal	100 E Irving St part of City Hall
14-28-439-006	Normal	100 East Irving
14-28-439-007	Normal	Part of City Hall Property
14-28-439-008	Normal	303 South Linden – City Hall
14-28-440-001	Normal	305 S. Linden, #101
14-28-440-002	Normal	305 S. Linden, #102
14-28-440-005	Normal	305 South Linden (Sikora), #201
14-28-440-006	Normal	305 South Linden (Sikora) #202
14-28-453-002	Normal	602-604 Hester (ISU)
14-28-453-003	Normal	602-604 Hester (ISU)
14-28-455-011	Normal	419 W. Vernon Avenue
14-28-455-012	Normal	419 ½ W. Vernon Avenue
14-28-455-013	Normal	415 W. Vernon Avenue
14-28-455-023	Normal	Storm Sewer - Payne Place
14-28-458-001	Normal	307 W. Vernon (Phillips) - SOLD
14-28-458-003	Normal	305 W. Vernon (Schurter R.E.) - SOLD
14-28-458-004	Normal	303 W. Vernon (Schurter R. E.) - SOLD
14-28-458-005	Normal	701 South Fell (Schurter R. E.) - SOLD
14-28-483-021	No Record	Constitution Trail
14-28-477-006	Normal	701 Broadway – 4% of 2005
14-28-485-003	Normal	601 S. Linden, Ziemer Property
14-28-485-009	Normal	611 S. Linden (Annex)
14-28-485-011	No Record	Annex
14-28-485-018	No Record	Bike Trail
14-33-228-002	Janis Scott	916 Broadway
14-28-485-022		Bike Trail
14-28-485-024	Normal	Bike Trail
14-28-485-023		Constitution Trail
14-28-485-023		Constitution Trail
14-28-485-025	Normal	Constitution Trail RR S to Y
14-28-485-026	Normal	Constitution Trail East to Towanda
14-28-506-001	No Record	Constitution Trail North
14-30-200-002	Normal	Gregory & Parkside Corner (Maxwell & Water Reservoir)

14-30-301-005	No Record	Lot 15 the Resub of Lot
14-30-301-018	No Record	
14-30-301-017		EZ Property Not Exempt Surplus Land – Arian Sub.
14-30-301-014		EZ Property Not Exempt
14-30-301-019	Anchors Away Stor.	108 Merle Ln.
14-30-301-017		EZ Property Not Exempt Surplus Land – Arian Sub.
14-30-301-014		EZ Property Not Exempt
14-30-301-023	Normal	Merle Lane – Normal, Arian Subd. Pt. OL A lying N of Johnson Subd. Sec. 30-24-2 E 4 th Add (Ex Beg NW cor Lot 5 SD Sub. SE 365.34' N 294.55' NE 65.99' NE 59.45' NE 100.37' NE 109.99'
14-30-376-008	Interchange City West	Hovey Ave. 2100 blk
14-30-376-009	No Record	Resub Lot 8 Resub Lot 3 DSMC
14-30-377-001	Interchange City West	Rural Rt.
14-31-100-002	No Record	S across of CCX Trucking & PPG DSMC Sub. 172.43
14-31-100-013	No Record	Detention Basin
14-32-227-002	Normal	Emeline Well #1
14-32-227-008	Normal	Waterwell Pump house Emeline & West
14-32-251-005	Normal	Public Works
14-32-251-006	Normal	Public Works
14-32-251-007	Normal	Rowe Gravel Pit
14-32-277-001		Public Works
14-32-277-002	Normal	Public Works
14-32-277-004		Blm/Normal Water Reclamation
14-32-277-003		
14-32-277-005		Amer. Hungarian Society
14-32-277-003		
14-32-277-001		Public Works
14-32-277-002	Normal	Public Works
14-32-280-006	Normal	Public Works
14-32-280-017	Normal	Public Works

14-32-280-018	Normal Add.	1501 Warriner Resubd. Lot 4 PW Subd. 1 st
14-33-101-044	Normal	ROW for Kingsley St
14-33-102-004	Mid Central Community Action, Inc	1010 & 1010 ½ S. Adelaide
14-33-102-005	Normal	Well #9, Market to Adelaide
14-33-104-021	Normal	Well #10, east of Samantha Outlot A
14-33-128-001	Normal	Russia House Property Main St.
14-33-128-002	Normal	Russia House Property Main St.
14-33-128-006	Normal	Russia House Main St.
14-33-128-018	Normal	Russia House
14-33-182-009	IWU	604 Division St. (Sugar Creek near Brokaw for Storm Water Uses)
14-33-230-001	Normal	Annex – Connie Link Theater
14-33-253-007	Normal	Drainage ditch – Glenn Ave.
14-34-101-002	Normal	Underwood Park
14-34-101-006	Normal	Underwood Park
14-34-101-014	Normal	Brander House – South Linden
14-34-102-016	Normal	Underwood Park
14-34-127-039	Ronald & Janet Blue	600 Sheridan Rd. Assessed at \$1.00
14-34-179-027	Normal	Drainage Ditch-Ethel Pkwy
Part of 14-34-226-018 Corner	Normal	Vernon ROW/Brookwood/Vernon SW
Part of 14-34-228-001	Normal	Vernon ROW/Brookwood SE Corner
Part of 14-35-101-002	Normal	Vernon ROW/Kathleen/Vernon SW Corner
Part of 14-35-103-001	Normal	Vernon ROW/Kathleen/Vernon SE Corner
Part of 14-35-103-012	Normal	Vernon ROW Angela/Vernon SW Corner
15-18-100-001 (Pt)	No Record	Perm ROW Devaney/McCowan
15-18-300-002	No Record	
15-18-300-003 (Pt)	No Record	

15-19-426-004 Dr. Koe Lift Station

Property Not In Exempt Ownership

14-14-100-007 No Record
 14-14-100-009 No Record
 14-14-100-012 No Record
 14-14-100-015 No Record
 14-14-100-017 No Record

14-15-152-001 No Record
 14-15-151-004
 14-15-151-005

14-15-226-015 Normal 1098 Ironwood (Northtown Rd. Improve)
 14-15-226-016 Normal Ironwood CC Homeowner's Assn.

14-15-400-011 Comm. Unit School Dist 5 1300 E. Raab Road, Carden Subd.
 Lot 2 (Ex N 466.5' W 466.5') 13.0
 acres

14-21-276-064 Lot on Trail behind Heritage Road
 14-21-276-066 By Trail Near Norwood Subd.

14-21-351-012 Normal Fire Station – Cell Tower

14-21-478-013 Lot by Trail Behind Heritage Road

14-22-327-025 ONP

14-22-403-005 ONP

14-28-279-012 Bank of Illinois
 14-28-279-013 Bank of Illinois
 14-28-279-014 Bank of Illinois

14-28-400-001 305 S. Linden #101, RMSC (Conway)

14-30-301-020EZ 3.19 acres Arian Sub. Parcel sold to Masters/Moses LLC Jan. 2000, became Lot 8, Johnson 6th, Merle Lane – Arian Subd. PT OL A Beg NW corn Lot 1, Sd Subd, N 159.76 NE 473.67' SE 2 19. 13'SW 461.22', NW 350.62; to POB 3.190 acres

14-30-301-025	John Moses	117 Merle Ln
14-30-301-024		
14-30-301-020		EZ 3.19 acres Arian Sub. Parcel sold to Masters/Moses LLC Jan. 2000, became Lot 8, Johnson 6 th , Merle Lane – Arian Subd. PT OL A Beg NW corn Lot 1, Sd Subd, N 159.76 NE 473.67' SE 2 19. 13'SW 461.22', NW 350.62; to POB 3.190 acres
14-32-280-018		Leased to Cingular Wireless Beginning 7/21/05
14-33-104-012	Pt of Town of Normal State Denied Request for Exemption	Kiper Family Trust – Childress Subd. –

Properties included from Tax Assesor's records

14-22-326-042	Normal	
14-22-376-018	Normal	
14-22-403-005	Normal	
14-22-403-006	Normal	
14-24-227-054	Normal	Eagles Landing
14-24-227-055	Normal	Eagles Landing

Property in Other Townships

12-35-400-002	Danvers	Water Well #101
12-36-300-002	Danvers	Water Well #102
19-10-200-002	Allin	Water Well Site
20-06-100-001	Dale	Water Well #100
21-05-101-003	Bloomington	Water Wells #13 & 14 (Water Sludge Pond off MLK Drive

14- 23-100-008		Towanda Ave./Raab Rd ROW (Shirk)
14-23-100-010		Towanda/Shelbourne ROW (Brown)

14-26-154-001	College/Towanda Ave. ROW 1500 E. College (Commerce Bank)
14-26-302-014	College/Towanda Ave. ROW (Bromenn)
14-26-304-015	Towanda/Shelbourne ROW (College Hills LLC)
14-27-276-002	College Ave./Towanda Ave. ROW (Lancaster-Normal Ltd Partnership)

updated 02-16-16

DEVELOPMENT AGREEMENT
RYBURN PLACE—305 PINE STREET

TOWN OF NORMAL, ILLINOIS

THERESSA L. RYBURN

JUNE 1, 2016

TABLE OF CONTENTS

PARTIES	1
RECITALS	1
ARTICLE 1. PROPERTY & PROJECT DESCRIPTION	1
1-1. Property.....	1
1-2. Project	2
ARTICLE 2. PROPERTY CONVEYANCE	2
2-1. Conveyance to Town	2
2-2. Title commitment	2
2-3. Closing.....	3
2-4. Property taxes.....	3
2-5. Closing costs	3
2-6. Brokerage commissions.....	3
ARTICLE 3. TOWN'S PROJECT OBLIGATIONS	3
3-1. Reconstruction of Parking Lot.....	3
3-2. Demolition of Building Addition	3
3-3. Exterior Repairs	4
3-4. Interior Repair	4
3-5. Maintenance of Property	4
3-6. Input on significant work	4
3-7. No Restrictions on Other Uses.....	4
ARTICLE 4. RYBURN'S USE OF THE PROPERTY	4
4-1. Gift Shop License.....	4
4-2. Residential Lease	4
4-3. Housing Allowance.....	5
4-4. No Legal Relationship	5
ARTICLE 5. REPRESENTATIONS AND WARRANTIES	5
5-1. Ryburn's warranties	5
5-2. Town's warranties	5
5-3. No conflict of interest.....	5
ARTICLE 6. DEFAULT AND REMEDY	5
6-1. Default events.....	5
6-2. Curative period	6
6-3. General remedies.....	6
ARTICLE 7. GENERAL PROVISIONS	6
7-1. Choice of law; jurisdiction.....	6
7-2. Notice.....	6
7-3. Town representative	7
7-4. No personal liability of Town official	7
7-5. Amendments.....	7
7-6. Further assistance and corrective instruments.....	7
7-7. Assignment.....	7
7-8. Third parties.....	7
7-9. Severability	8

Date: 1 June 2016

7-10. Merger	8
7-11. Term	8
7-12. Surviving provisions	8
EXECUTION PAGE.....	9

ATTACHED EXHIBITS

EXHIBIT A—LICENSE AGREEMENT—RETAIL GIFT SHOP

EXHIBIT B—RESIDENTIAL LEASE

EXHIBIT C—OFFER TO PURCHASE 303 PINE STREET

Date: 1 June 2016

Parties

1. The TOWN OF NORMAL, ILLINOIS is an Illinois home rule municipal corporation, located at 11 Uptown Station, Normal, IL 61761 ("Town").
2. THERESSA L. RYBURN is an individual, residing at 305 Pine Street, Normal, IL 61761 ("Ryburn").

Recitals

1. The Town has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Town and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties to achieve these purposes.
2. The property located at 305 Pine Street in Normal has historical value to the Town and would bring value to the Town if used as a tourist attraction, celebrating the Town's association with the historic Route 66.
3. Significant renovations are required before the property could be used as a tourist attraction.
4. The parties desire that the Town acquire the property and complete the renovations and that Ryburn remain on the property and operate it as a tourist attraction.

The Parties agree as follows:

1. Property & Project description

1-1. Property.

(a) The Property is located at 305 Pine Street, Normal, Illinois 61761 and consists of Lots 1 and 2 and the east 18 feet of Lot 3 of Block 3 in the First Addition of the Normal Subdivision (PIN 14-27-102-008).

(b) The Property contains a Tudor-Revival style building that was constructed by Bloomington contractor, William W. Sprague. He developed the building in order to house his traffic-related business along the popular Route 66 corridor, which followed Pine Street through a portion of Normal. The first floor housed a restaurant, an office,

Date: 1 June 2016

and mechanical space for the service station. Two apartments were located on the second level and served as residences for the owner and service attendant.

(c) The Property was placed on the National Register of Historic Places on April 25, 2008 and was given Local Landmark Designation by the Town of Normal on August 15, 2011.

(d) The Property is located within the "One Normal Plaza Redevelopment Project Area."

1-2. Project. The Project consists of the restoration of the Property for use suitable for a gift shop.

2. Conveyance of the Property.

2-1. Conveyance to Town. Ryburn agrees to convey, via general warranty deed, the Property to the Town for a sum total of \$233,516.

2-2. Title commitment.

(a) Ryburn agrees to furnish to the Town a written commitment from a title insurance company, duly authorized to do business in Illinois, showing title to the Property to be subject only to (i) matters to which the transfers are subject by the terms hereof and (ii) the customary exceptions contained in owner's policies issued by that company.

(b) Within 20 days after receiving the title commitment, the Town may furnish to Ryburn written objection to any defect in title of record set forth in the title commitment. If the Town does not give the written objection within this 20-day period, then the Town is deemed to have accepted all matters affecting title set forth in the title commitment. If the Town gives the written objection within the 20-day period, then the Town is deemed to have accepted all matters set forth in the title commitment that are not set forth in the objection. After receipt of the written objection, Ryburn has the right to endeavor to cure the defects set forth in the written objection and must notify the Town of its election within 5 days after receiving the written objection. If Ryburn elects to endeavor to cure the defects, she shall promptly commence and diligently pursue efforts to cure the defects. If Ryburn fails to cure or elects not to cure the defects within 20 days after receiving the written objection, the Town may either waive the defects and proceed with closing or terminate this Agreement. If the Town terminates the agreement under this Section, then the parties have no further rights or liabilities under this agreement.

(c) At closing, Ryburn shall cause the title insurer to issue an ALTA Owners Policy in the amount of \$233,516 showing merchantable record title to the Property in accordance with the title commitment and subject only to the permitted objections under this Section.

Date: 1 June 2016

2-3. Closing.

(a) The closing for the Property at a date agreed to by the parties but in no event later than 6 months after the execution of this Agreement.

(b) At the closing, Ryburn shall deliver to the Town (i) an executed warranty deed to the parcel; and (ii) the title policy required under Section 2-2.

(c) At the closing, the parties shall jointly deliver to each other: (i) an agreed upon closing statement; and (ii) executed documents complying with the provisions of all federal, state, county, and local law applicable to the determination of transfer taxes.

2-4. Property taxes. Ryburn is responsible for the payment of all real property taxes with respect to the parcel that are incurred on or before the closing date. The Town is responsible for the payment of all real property taxes with respect to the parcel that are incurred after the closing date.

2-5. Closing costs. Ryburn is responsible for the payment of the following closing costs: (i) her attorneys' fees; and (ii) the premium for the title insurance. The Town is responsible for the payment of the following closing costs: (i) the Town's attorneys' fees; and (ii) fees for recording the deed.

2-6. Brokerage commissions. Ryburn represents that she has not engaged a real estate broker with regard to this transaction. The Town represents that it has not engaged a real estate broker with regard to this transaction. Each party agrees to indemnify the other against any brokerage commissions due to any real estate broker claiming to have been engaged by the indemnifying party with regard to this transaction.

2-7. Monument signs. Ryburn agrees to transfer title to the existing monument signs on the northeast corner of the Property, a Route 66 Exhibit Hub and a Wayside Exhibit, to the Town.

3. Town's Project Obligations

3-1. Reconstruction of parking lot. The Town agrees to replace the existing parking lot with a concrete surface in conformance with the plans prepared by the Farnsworth Group dated July 2+9, 2015.

3-2. Demolition of building addition.

(a) The Town agrees to seek permission from the appropriate authorities to demolish the addition that was added to the south side of the building. If that approval

Date: 1 June 2016

is granted, then the Town agrees to demolish that addition and repair the face of the building.

(b) To the extent necessary and allowed, the Town may construct an addition to house the building mechanicals or may relocate those mechanicals.

3-3. Exterior repairs.

(a) The Town agrees to repair the exterior of the building to a status compatible with the Project, including tuck-pointing, brick repair and replacement, timber repair and replacement, window repair and replacement, painting, and stucco repair.

(b) The parties acknowledge that Ryburn has applied for a grant to cover exterior repairs. If the grant is awarded, then the parties agree to take all necessary actions to allow the Town to use the grant proceeds for the purposes under this agreement.

3-4. Interior repair.

(a) Completion of Gift Shop. The Town agrees to repair and renovate the Gift Shop to a status compatible with the Project.

(b) ADA compliance for restrooms. The Town agrees to renovate the downstairs restrooms and connecting hallways that will be available as a public accommodation to bring them into compliance with the Americans with Disabilities Act, the Environmental Barriers Act, and similar accessibility laws.

3-5. Maintenance of Property. The Town agrees to maintain the Property in a manner that is compatible with the Project, including routine building and sign maintenance, lawn care, landscaping, snow removal, and similar activities. The Town agrees to maintain the Property as a Route 66 attraction for the duration of the term of the agreement and to reasonably consider the use of the Property as such an attraction for future periods.

3-6. Input on significant work; notice.

(a) The Town agrees to accept input from Ryburn concerning any significant repair or modification to the Property. The Town has the final authority to make decisions concerning those repairs or modifications.

(b) The Town will provide 14 days' notice before commencing any work on the property other than (i) routine maintenance or (ii) emergency repairs.

3-7. No restrictions on other uses. Nothing in this Agreement may be construed to restrict the Town from any use of the portion of the Property not used as a Retail Gift Shop or subject to the Residential Lease under Section 4-2, provided that the use does not detract from the Property's status as a Route 66 attraction or directly compete with the retail gift shop.

4. Ryburn's use of the Property.

4-1. Gift Shop License. The Town agrees to execute the License Agreement attached as Exhibit A.

4-2. Residential lease. The Town agrees to execute the Residential Lease attached as Exhibit B, for the second-floor apartments located on the Property.

4-3. Housing allowance. If, during the term of the Residential Lease under Section 4-2, Ryburn is unable to occupy the second-floor apartment due to her inability to use the stairs or due to the destruction of the second-floor apartment through no fault of Ryburn, then, for the remainder of the term of the Residential Lease or for as long as the second-floor apartment remains uninhabitable, the Town will provide Ryburn with a monthly housing allowance in an amount that will allow a lease of a comparable apartment to Apartment B located on the Property. If the parties cannot agree on the monthly housing allowance within 30 days of the date Ryburn vacates the second floor, then each party shall select a realtor and the two realtors so selected shall select a third realtor and the three realtors shall determine the monthly housing allowance. The monthly housing allowance shall be reevaluated every other year for the remainder of the term using the same procedure. The parties shall share equally the cost of the realtors.

4-4. No legal relationship. This Agreement does not create any legal relationship between Ryburn and the Town (such as a joint venture or partnership) with regard to the operation of the Project. Nor does the Town undertake, by virtue of this agreement, any responsibility or liability for compliance with any law, rule, or regulation relating to the operation of the Project.

5. Representations and warranties.

5-1. Ryburn's warranties. Ryburn represents, warrants, and covenants all of the following as of the date of this Agreement:

(1) Ryburn has the right, power, and authority to enter into, execute, deliver, and perform this Agreement.

(2) All of the property, together with all appliances and mechanical systems built into the premises, are free from security interests or liens, except the lien of the mortgage to Heartland Bank, which will be satisfied upon the conveyance of the Property.

Date: 1 June 2016

(3) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending which materially affect the Owner or which would impair its ability to perform under this Agreement.

5-2. Town's warranties. The Town represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder, subject to applicable laws.

5-3. No conflict of interest. Ryburn represents and warrants that she will not offer any compensation, ownership interest in the Project Site or the Project, or other financial benefit to any member, official, or employee of the Town, or any consultant hired by the Town.

6. Default and Remedy.

6-1. Default events. Any or all of the following are default events:

(1) Breach by either party of any material covenant, warranty, or obligation set forth in this Agreement; or

(2) Any untrue or incorrect material representation made by either party in this Agreement or in any certificate, notice, demand, or request made by either party; or

(3) Ryburn fails to comply with applicable governmental codes and regulations in the operation of the Project in any material respect.

6-2. Curative period. In the case of a default event by either party, the defaulting party shall, upon written notice from the non-defaulting party, cure the default event within 60 days after receipt of such notice. If the default event cannot reasonably be cured with that 60-day period, then the defaulting party must take immediate action and diligently pursue the cure for the default and the default must be cured within a reasonable time.

6-3. General remedies.

(a) Upon the expiration of the curative period under Section 6-2, the non-defaulting party may terminate this Agreement upon 10 days' written notice to the defaulting party or may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default event, including but not limited to, proceedings to compel specific performance or other proceedings in law or in equity.

(b) If either party proceeds to enforce its rights under this Agreement and those proceedings are discontinued or abandoned for any reason other than a good-faith settlement or have been determined adversely to the party initiating those proceedings, then the parties shall be restored respectively to their several positions and rights, and

Date: 1 June 2016

all rights, remedies, and powers of the parties shall continue as though no such proceeding had been taken.

7. General provisions

7-1. Choice of law; jurisdiction.

(a) This Agreement is to be governed by and construed in accordance with the laws of the State of Illinois. This Agreement shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.

(b) Any litigation filed by Ryburn or the Town against the other party and involving this Agreement must be filed in the Circuit Court of McLean County, Illinois.

7-2. Notice. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement must be in writing and must be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To Ryburn:	With copies to:
Theressa L. Ryburn 305 Pine Street Normal, IL 61761	
To the Town:	With copies to:
Town Clerk City Hall 11 Uptown Station Normal, IL 61761	Corporation Counsel City Hall 11 Uptown Station Normal, IL 61761

7-3. Town representative. The City Manager, or his or her designee, is authorized to execute any written request, demand, approval, waiver, notice or other writing authorized under this Agreement. Any amendment to this Agreement must be approved by the Town Council.

7-4. No personal liability of Town official. No member, official, or employee of the Town is personally liable to Ryburn for any amount that may become due to Ryburn from the Town or any obligation under the terms of this Agreement.

Date:

1 June 2016

7-5. Amendments. This Agreement may be amended only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

7-6. Further assistance and corrective instruments. The parties agree that they will, from time to time, execute, acknowledge, and deliver, such supplements to this Agreement and any further instruments that may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement.

7-7. Assignment. This Agreement may not be assigned by Ryburn without prior written approval of the Town

7-8. Captions. Captions of the Articles and Sections of this Agreement are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

7-9. Third parties. Nothing in this Agreement is intended to confer any right or remedy on any person other than the Town and Ryburn, and their respective successors and permitted assigns.

7-10. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, then the remaining provisions remain in full force if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

7-11. Merger. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.



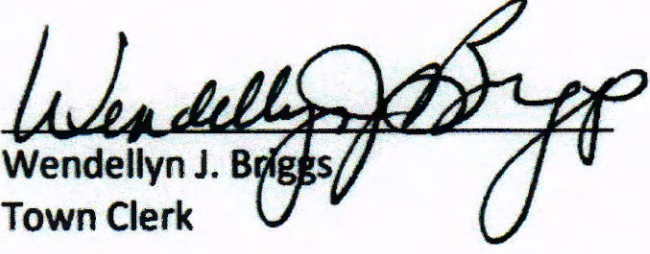
7-12. Term. The term of this Agreement begins on the date set forth in the Introductory clause and expires on December 31, 2026.

7-13. Surviving provisions. Any term of this Agreement that, by its nature, extends after the end of the Agreement, whether by expiration or termination, remains in effect until fulfilled.

Date: 1 June 2016

Execution Page

This *Development Agreement: Ryburn Place-305 Pine Street* is dated June 1, 2016.

<p>Theressa L. Ryburn</p> <p> Theressa L. Ryburn</p>	<p>Town of Normal</p> <p>By:  Christopher Kops Mayor</p> <p>Attest:</p> <p> Wendellyn J. Briggs Town Clerk</p>
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Index of Exhibits

Exhibit A. License Agreement—Retail Gift Shop

Exhibit B. Residential Lease

Exhibit C. Real Estate Sales Contract—303 E. Pine Street

LICENSE AGREEMENT—RETAIL GIFT SHOP
305 PINE STREET

TOWN OF NORMAL, ILLINOIS

THERESSA L. RYBURN

Parties

1. The TOWN OF NORMAL, ILLINOIS is an Illinois home rule municipal corporation, located at 11 Uptown Circle, Normal, IL 61761 ("Town").
2. THERESSA L. RYBURN is an individual, residing at 305 Pine Street, Normal, IL 61761 ("Ryburn").

Recitals

1. The Town owns property located at 305 Pine Street in Normal.
2. Ryburn desires to use a portion of that property as a retail gift shop.
3. The use of the property as a retail gift shop would benefit the community.

The Parties agree as follows:

1. License and Term

1-1. Description of the Property. For the purposes of this agreement, the Property is retail space located on the first floor of the building located at 305 Pine Street in Normal, Illinois ("Property").

1-2. License to operate retail sales office on the Property. Subject to the terms and conditions set forth in this agreement, the Town grants to Ryburn the right to operate a retail gift shop at the Property. Ryburn shall restrict its use and occupancy to the Property for that purpose. The Town reserves the right to access and occupy the balance of the premises located at the Property.

1-3. Term. This agreement begins on June 10, 2016 and continues through December 31, 2026.

2. License Fee and Other Costs

2-1. License fee. In exchange for the privileges granted in this agreement, Ryburn shall pay to the Town a fixed license fee of \$10.00 for each month of occupancy. The fee for the first month of occupancy to be paid upon execution of this agreement and the fee for each subsequent month to be paid on or before the first day of that month. The fee under this Section is in addition to any other payment that is required to be made under this agreement. The fee may be prepaid.

2-2. Utilities.

(a) The Town shall pay all charges for water, heat, gas, electricity, and sewers, used at the first floor of the Property throughout the term of this agreement, including any connection fee.

(b) Ryburn is responsible for the payment of all charges for telephone, internet, cable television, or similar charges used at the Property.

2-3. Real estate taxes. The Town is responsible for any real estate taxes assessed on the Property from the commencement of this agreement until termination of occupancy by Ryburn and any person claiming a right of occupancy.

3. Use of the Property

3-1. Use of the Property.

(a) Ryburn shall operate and conduct the Property in conformity with the high standards of a retail gift shop. Ryburn may not allow the Property, or any part thereof, to become vacant or to be used for any purpose other than as provided in this agreement, or permit the Property to be used in whole or in part by any other firm, person, or corporation outside of the use of the Property as a retail gift shop. Ryburn may also use the west addition of the Property for office purposes and storage, but only to the extent that the addition and use complies with all building code requirements and only until such time as that addition may be demolished.

(b) Ryburn is responsible for obtaining and maintaining all advertising signs and materials, merchandise, display fixtures, cash registers and other retail equipment, and employees.

(c) Ryburn agrees to operate the retail gift shop for a minimum operation of 33 hours per week, with reduced seasonal hours optional in January and February of each year. The schedule of hours is subject to the reasonable approval of the Town.

(d) All signs or advertisements exhibited by Ryburn on the exterior of the Property must first be approved by the Town in writing.

(e) The Town has the right to inspect the Property for compliance with this agreement.

3-2. Initial Improvements and fixtures.

(a) The Town agrees to make improvements as set forth in the Development Agreement.

(b) Ryburn shall, at all times, present the Property and use all fixtures, furniture, and equipment in an attractive manner consistent with the image of a quality retail use.

(c) The Town is not required to make any improvements to the west addition of the Property to make it compatible for use as an office.

3-3. Subsequent Improvements and Fixtures.

(a) Ryburn shall not make any alterations, improvements, or physical changes in the Property without the prior written consent of the Town.

(b) Prior to the commencement of any improvements to the Property, Ryburn shall deliver to The Town plans and specifications describing in reasonable detail Ryburn's new fixture plan and overall design ("Plans"). The Town shall approve or reject the Plans in writing within 30 days after their receipt and, if rejected, Ryburn shall make the changes requested by The Town.

(c) Unless otherwise agreed to between the parties, the cost of the improvements, furniture, fixtures, and equipment indicated on the approved plans shall be borne by Ryburn. All such furniture, fixtures, and equipment shall be paid for, and no chattel mortgage, conditional sales agreement, security agreements, financing statements, or other encumbrance shall be imposed or filed, and no hypothecation or assignment shall be made by Ryburn in connection therewith.

(d) All improvements shall be constructed in compliance with the approved Plans and all laws, regulations, statutes, codes, ordinances, and other governmental requirements. During construction, Ryburn shall obtain and maintain such insurance as the Town shall request. All construction must be completed within 60 days after the Plans are approved.

3-4. Maintenance of the Property.

(a) At all times during the term of this agreement, the Town shall maintain the heating, air conditioning, plumbing and electrical systems; clean the gutters; replace and wash the windows as necessary; and, install and remove the storm windows. Ryburn shall maintain the interior of the Property in a clean and neat condition.

(b) If Ryburn fails to maintain the Property under subsection (a), then the Town may serve a written demand upon Ryburn to correct the defective condition within 30 days. If Ryburn fails to correct the defective condition within that period of time, then the Town may, at its option, remedy the condition and charge the cost to Ryburn's account, which Ryburn must pay in accordance with Section 5-2.

3-5. Condition of Property at termination; disposition of improvements.

(a) At the expiration or termination of this agreement, Ryburn must remove all its personal property from the Property at its own cost and expense and deliver the Property to the Town "broom clean" and in good order and condition, reasonable wear and tear excepted.

(b) Any fixture installed on the Property, whether or not furnished by the Town, becomes the Town's property at the expiration or termination of this agreement. Any other property furnished by the Town without cost to Ryburn remains the property of the Town and must be returned to the Town at the expiration or termination of this agreement. The fixtures and property must be returned in the same condition as they were when installed or furnished, reasonable wear and tear excepted.

3-6. Licenses. Ryburn must obtain all necessary governmental approvals to operate the retail gift shop.

3-7. Name of office. The retail gift shop shall be operated only in the name of "Ryburn Gifts" or any other name that is acceptable to the Town.

3-8. Liens. Ryburn may not, directly or indirectly, by action or omission cause any lien to be placed upon the Property or any personal property located in the Property. Ryburn must pay or discharge any such lien within 10 days after receiving notice of the lien.

4. Indemnification and Insurance

4-1. Indemnification of the Town.

(a) Ryburn agrees to indemnify the Town harmless, except in the event the loss or injury was caused by the negligence of the Town, from any claim or loss (i) arising out of this agreement, (ii) as a result of any breach or default by Ryburn under this agreement, or (iii) arising out of or related to Ryburn's business operations in the Property. For the purpose of this Section "claim or loss" means any expense, loss, liability, damage, cost, claim, tax or demand, including, but not limited to, claims from any injury or death to any person, or damage to any property, claims for infringement of patent, copyrights, trademarks, violations of laws or governmental regulations, or any right of others. The indemnification under this Section also includes the costs of reasonable attorneys' fees and other related expenses.

(b) If requested by the Town, Ryburn shall defend any action brought against the Town arising out of the activities of Ryburn, its employees, or agents, or of any person employed in the Property, and Ryburn shall employ an attorney, at its own expense, to conduct this defense. The Town may, but shall not be required to, engage its own attorney in connection with the action.

(c) Ryburn shall indemnify and hold the Town harmless from any claims of damages arising out of any loss or injury to Ryburn's property wherever located, except in the event that the loss or injury was caused by negligence of the Town, its employees, or any persons for whom it is legally responsible.

(d) The failure or inability of Ryburn to obtain or maintain the contractual liability insurance required under Section 4-4 does not limit or affect Ryburn's obligations under this Section.

(e) The rights and obligations under this Section shall be exercised and performed subject to the Town's sole discretion and judgment.

4-2. No liability of the Town.

(a) The Town is not liable to Ryburn for any shortage, loss, theft, damage, disappearance, or injury of or to any of the merchandise, supplies, equipment, or other property of any nature of Ryburn, except in the event that the loss or injury was directly caused by negligence of the Town or its employees or agents.

(b) The Town is not liable for any loss or damage to Ryburn or interference with or suspension of Ryburn's business operations due to causes beyond the reasonable control of The Town and is not liable or responsible in any way for any debts contracted by Ryburn.

4-3. Casualty. This agreement is terminated and Ryburn must vacate the Property if the Property becomes unsuitable for use due to fire, flood, or other casualty.

4-4. Insurance.

(a) Ryburn agrees at all times to carry, at its sole cost and expense, all of the following:

(1) Workers' compensation insurance for Ryburn's employees in accordance with the requirements of the State of Illinois.

(2) General Comprehensive Liability insurance, including products liability, covering all operations in limits of not less than \$1,000,000 for each occurrence for personal injury or death, \$1,000,000 for each occurrence for property damage in or about the Property, and \$2,000,000 in the aggregate. The Town must be named as an additional insured on any liability policy.

(3) Fire insurance with extended coverage covering the Property and the fixtures for the full replacement value thereof, on which the Town is named as an additional insured, as to the Property and fixtures.

(4) Any other or additional insurance coverage that the Town may reasonably request from time to time.

(b) All insurance policies under this Section must be issued in the name of Ryburn and Town, as their interests may appear, and must be issued by companies and in a form and manner reasonably satisfactory to the Town. Each policy must provide that it may not be canceled or materially changed except upon 10 days' prior written notice to

the Town. Ryburn must deliver to the Town the certificates of insurance on or before 10 days after the date that this agreement is executed, and at least 10 days prior to the expiration date of any policy. Upon request, Ryburn must make the originals of all insurance policies available to the Town for inspection.

(c) If, at any time, Ryburn fails to maintain any insurance required under this Section, then the Town, at its option, may do so, and Ryburn must pay the cost of that insurance in accordance with Section 5-2.

(d) All insurance must contain a waiver of subrogation in favor of the Town, if obtainable, and the Town's fire insurance policy with respect to the Property shall contain a waiver of subrogation in favor of Ryburn, if obtainable.

4-5. No immunity waiver. Nothing in this agreement may be construed to deprive either party of any tort immunity or other available defense.

5. Default and Termination

Section 5-1. Bankruptcy, etc. This agreement is deemed to be materially breached by Ryburn and the Town may terminate the agreement in accordance with Section 5-2 if any of the following occurs:

(1) A petition in bankruptcy (including a petition for arrangement under the Bankruptcy Law) is filed by or against Ryburn or any guarantor of Ryburn's obligations under this agreement;

(2) Ryburn or any guarantor becomes insolvent within the meaning of any state or federal insolvency laws or makes an assignment for the benefit of creditors;

(3) A receiver for all or any part of Ryburn's business or the business of any guarantor is appointed by any state or federal court, and the petition for the appointment of the receiver is not vacated within 30 days after the appointment; or

(4) Any property or assets of Ryburn or any guarantor is attached or becomes subject to a lien or encumbrance that is not vacated within 30 days.

Section 5-2. Termination on default.

(a) This agreement is deemed to be materially breached by Ryburn if any of the following occurs:

(1) Ryburn makes any material misrepresentation to the Town in connection with this agreement;

(2) Ryburn violates any term or condition of this agreement and does not remedy the violation within the time limit under subsection (b).

(b) Unless specifically provided elsewhere in this agreement, if Ryburn violates a term or condition of this agreement, then it must remedy the violation within the following time period:

(1) In the case of nonmonetary defaults that are curable within 30 days, Ryburn must (i) notify the Town of its intent to remedy the default within 5 days after receiving notice of the violation from the Town and (ii) remedy the default within 30 days after receiving notice of the violation from the Town.

(2) In the case of all other defaults, Ryburn must remedy the default within 5 days after the receipt of notice of the violation from the Town.

(c) If the agreement is breached under subsection (a), then the Town, at its sole discretion, may either: (i) cure Ryburn's default and charge the cost and expense thereof to Ryburn; or (ii) terminate and end the privileges granted under this agreement. Upon any such termination, the Town may immediately and summarily remove Ryburn or any other person from the Property without resorting to any court proceeding.

(d) If Ryburn fails to make any payments due under this agreement, then from and after the day that the amount is due (and whether or not notice of the failure of the payment has been given), interest shall accrue on the amount so due at a rate equal to 10% per annum.

(e) The rights and remedies under this Section are in addition to any other rights and remedies of the Town under this agreement.

Section 5-3. Remedies. The enumeration of remedies expressly conferred upon a party by this agreement are cumulative with and not exclusive of any other remedy conferred by this agreement or by law on that party, and the exercise of any one remedy does not preclude the exercise of any other. Ryburn waives the right to trial by jury in any action brought by the Town against Ryburn, and the Town waives the right to trial by jury in any action brought by Ryburn against the Town.

6. General provisions

6-1. Choice of law; jurisdiction. This agreement is to be governed by and construed in accordance with the laws of the State of Illinois. This agreement shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.

6-2. Rights and remedies cumulative. The enumeration of remedies expressly conferred upon a party by this agreement are cumulative with and not exclusive of any other remedy conferred by this agreement or by law on that party, and the exercise of any one remedy does not preclude the exercise of any other.

6-3. Assignment, sublicense, and transfer.

(a) Without the prior written consent of the Town, Ryburn may not:

(1) sell, assign, mortgage, or transfer, by operation of law or otherwise, this agreement;

(2) sublicense all or any of the space allotted to Ryburn, except as provided in subsection (b) or

(3) permit the said space to be occupied by anyone other than Ryburn and Ryburn's employees or agents.

(b) The decision to consent to an assignment, sublicense, or transfer is in the sole discretion of the Town. If the Town so consents, Ryburn remains liable for all of Ryburn's obligations under this agreement.

6-4. Waivers.

(a) The parties may waive any provision in this agreement only by a writing executed by the party against whom the waiver is sought to be enforced.

(b) No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

(c) A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

6-5. Notice. Unless otherwise provided under this agreement, all written notice required under this agreement may be delivered by personal delivery or mail, email, or facsimile. Notice shall be sent to the recipient designated by each party.

6-6. Captions. Captions of the Articles and Sections of this agreement are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this agreement.

6-7. Amendments. This agreement may be amended only by a written agreement of the parties that identifies itself as an amendment to this agreement.

6-8. Assignment; beneficiaries. This agreement may not be assigned without the written consent of the parties. This agreement is intended for the benefit of each party and no other person or entity has rights under this contract, whether as a third-party beneficiary or otherwise.

6-9. Merger. This agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this agreement are expressly merged into and superseded by this agreement.

6-10. Surviving provisions. Any term of this agreement that, by its nature, extends after the end of the agreement, whether by expiration or termination, remains in effect until fulfilled.

Execution.

This License Agreement—Retail Gift Shop: 305 Pine Street is dated June 10, 2016.

<p>Theresa L. Ryburn</p> <p>By: <u>Theresa L. Ryburn</u> Theresa L. Ryburn</p>	<p>Town of Normal</p> <p>By: <u>Christopher Koos</u> Christopher Koos Mayor</p> <p>Attest:</p> <p><u>Wendellyn J. Briggs</u> Wendellyn J. Briggs Town Clerk</p>
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EXHIBIT B

RESIDENTIAL LEASE

BY THIS AGREEMENT made and entered into on June 10, 2016, between the Town of Normal ("Landlord") and Theresa L. Ryburn ("Tenant").

Landlord leases to Tenant the second story apartments (Apartment A and Apartment B) of the building located at 305 Pine Street in the Town of Normal, County of McLean, State of Illinois, together with all appurtenances ("Premises"), for a term of 10 years, to commence on June 10, 2016 and continuing through December 31, 2026. The lease may be renewed on terms and conditions agreeable to the parties.

1. **Rent.** The rent for the term of this agreement is \$120 per year. The parties agree that the conveyance of property to the Town under an agreement titled *Development Agreement: Ryburn Place—305 Pine Street* and dated June 1, 2016 serves as sufficient consideration for this lease.

2. **Quiet Enjoyment.** Landlord covenants that on performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

3. **Use of Premises.** The demised premises shall be used and occupied by Tenant exclusively as a private residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence; provided however that Tenant may use Apartment A as an office for purposes of operating the retail gift shop under the *License Agreement—Retail Gift Shop: 305 Pine Street*, entered into between the parties and dated June 10, 2016. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

4. **Number of Occupants.** Except as set forth in Paragraph 6, Tenant agrees that the demised premises shall be occupied by no more than 2 adults without the consent of the Landlord.

5. **Condition of Premises.** Tenant stipulates that she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair and a safe, clean, and tenantable condition.

6. **Assignment and Subletting.** Without the prior written consent of Landlord, Tenant may not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, is void and, at Landlord's option,

terminates this lease. The parties acknowledge that there is an existing month-to-month lease of Apartment A, which is occupied by no more than 2 adults. That lease must be terminated and that Apartment A vacated by the leaseholders within 6 months after the date that this lease is executed. All rent paid by the current occupants of Apartment A shall be paid to the Town.

7. Alterations and Improvements. Tenant shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the demised premises at the expiration or sooner termination of this lease.

8. Damage to Premises.

(a) If the premises is damaged by fire or other casualty, Tenant must promptly notify Landlord of that casualty. Upon notice from the Tenant of a casualty on the premises, Landlord shall repair and restore the building to the extent that proceeds of casualty insurance are available therefore and promptly after receipt of such insurance proceeds.

(b) If Tenant is unable to occupy the second-floor apartment due to the destruction of the second-floor apartment through no fault of Tenant, then, for the remainder of the term of the Residential Lease or for as long as the second-floor apartment remains uninhabitable, the Town will provide Tenant with a monthly housing allowance in an amount that will allow a lease of a comparable apartment to Apartment B located on the Property. If the parties cannot agree on the monthly housing allowance within 30 days of the date Tenant vacates the second floor, then each party shall select a realtor and the two realtors so selected shall select a third realtor and the three realtors shall determine the monthly housing allowance. The monthly housing allowance shall be reevaluated every other year for the remainder of the term using the same procedure. The parties shall share equally the cost of the realtors.

(c) Notwithstanding any other provision of this Section, if Tenant or Tenant's agents cause a casualty as a result of gross negligence or intentional misconduct, Tenant:

(1) has no right to terminate the lease;

(2) must promptly repair the damage (and any insurance proceeds that are paid for such damage shall be made available for such repairs), though Landlord at its option may at Tenant's expense repair any damage caused by Tenant or Tenant's agents; and

(3) must continue to pay all rent and other sums due hereunder and is liable to Landlord for all damages that Landlord may sustain resulting from a casualty caused by Tenant or Tenant's agents.

9. Dangerous Materials. Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. Utilities. Tenant shall be responsible for arranging for and paying for all utility services required on the premises, except that water, heat, gas, electricity, and sewer service shall be provided by Landlord.

11. Maintenance and Repair. Tenant will keep the premises in a clean and orderly condition. Landlord shall maintain the heating, air conditioning, plumbing and electrical systems and shall repair the windows and doors, except that Tenant shall pay for all repairs required as a result of Tenant's misuse, waste, or neglect or that of his employee, family, agent, or visitor. The parties acknowledge that the appliances in the leased premises are the personal property of Tenant and are Tenant's responsibility to maintain. Tenant agrees that no signs may be placed or exterior painting done on or about the Premises by Tenant or at her direction without the prior written consent of Landlord.

12. Animals. Tenant shall keep no domestic or other animals on or about the exterior of the leased premises without the written consent of Landlord.

13. Right of Inspection. Landlord and its agents have the right, at all reasonable times upon reasonable advanced notice to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

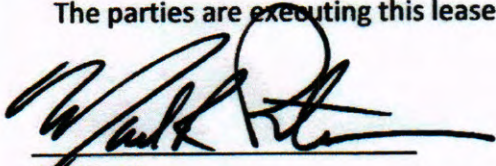
14. Surrender of Premises. At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

15. Default. If any default is made in the performance of or compliance with any term or condition of this lease, the lease, at the option of Landlord, shall terminate and be forfeited, and Landlord may re-enter the premises and remove all persons therefrom. Tenant shall be given written notice of any default or breach and termination and forfeiture of the lease shall not result if, within 30 days of receipt of such notice, Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

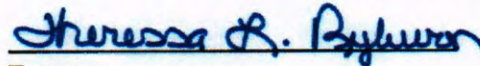
16. Abandonment. If at any time during the term of this lease Tenant abandons the Premises or any part thereof, Landlord may, at his option, enter the Premises by any means without being liable for any prosecution therefore, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the new rent for such period realized by Landlord by means of such reletting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

17. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

The parties are executing this lease as of the date set forth in the introductory clause.



Landlord



Tenant

EXHIBIT C

REAL ESTATE SALE CONTRACT

303 Pine Street, Normal, IL

SELLER: Theressa L. Ryburn 305 Pine Street Normal, IL, 61761	BUYER: Town of Normal, Illinois an Illinois municipal corporation 11 Uptown Circle, P.O. Box 589 Normal, IL 61761-0589 309/454-2444 308/454-9609 (fax)
SELLER'S ATTORNEY: Catherine A. Pratt Pratt and Pratt, P.C. 415 N. Center Street Bloomington, IL 61701 Phone: 309-828-2302 Fax: 309-828-2307	BUYER'S ATTORNEY: Brian Day Corporation Counsel, Town of Normal 11 Uptown Circle, P.O. Box 589 Normal, IL 61761-0589 309/454-9507 308/454-9609 (fax)
BROKER: NONE	

This contract is dated June 1, 2016 and is between THERESSA L. RYBURN ("Seller") and the TOWN OF NORMAL ("Buyer").

The parties agree as follows:

1. Sale of Property. Seller agrees to sell and Buyer agrees to buy the following real estate ("Property"):

Address: 303 Pine Street, Normal, IL 61761

Tax Id Number: 14-27-102-007

Legal Description: Lot 3 in Block 3 in the First Addition to the Town of Normal, except the east 18 feet thereof, in McLean County, Illinois.

(The exact legal description will be as set forth in the title commitment.)

2. Consideration. As compensation for the Property, Buyer agrees to pay Seller the amount of \$24,000, to be paid on or before the date of closing under Section 4 and upon receipt of the deed.

3. Evidence of title.

(a) At least 7 days before closing, Seller must furnish Buyer with a written commitment from a title insurance company that is duly authorized to do business in Illinois, showing title to the Property subject only to (i) matters to which this sale is subject under this contract and (ii) the customary exceptions contained in owners policies issued by that company.

(b) If written commitment discloses any defect in title other than those allowed under subsection (a), then Seller has until the date of delivery of deed to correct that defect.

(c) Owners title policy, in amount of the purchase price, will be paid for by Seller and issued to Buyer after delivery of deed.

4. Deed and possession.

(a) Closing shall occur on or before June 10, 2016 and shall be held in McLean County at the offices of the Seller's agent or at any other time or place as the parties agree upon.

(b) Seller shall cause fee simple title to the Property to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed and shall deliver possession to Buyer, or to such party as Buyer may direct.

(c) Seller shall pay all water, sewer, and utility charges incurred for on the Property up to the closing date.

5. Risk of loss. This contract is subject to the State of Illinois Uniform Vendor and Purchase Risk Act (765 ILCS 65/), which provides, in general, that the Seller bears the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

6. Taxes.

(a) The general real estate taxes shall be prorated through the day before the closing date and shall be based on the last known assessed valuation and last known tax rate. The Seller's share of the real estate taxes will be a credit against the purchase price at closing.

(b) It is anticipated that this transaction is exempt from taxation under subsection (b) of Section 31-45 of the Real Estate Transfer Tax Law.

7. Encumbrances.

(a) Mortgage, if any, shall be satisfied out of the purchase price and released when deed is delivered. Seller's obligations to obtain the mortgage release shall continue until the release is obtained and recorded.

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(b) Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title unmerchantable or unacceptable, provided that they are not violated by the existing improvements or the use thereof.

8. Personal property. The consideration does not include any personal property that passes to Buyer.

9. Financing contingency. This contract is not subject to any financing contingency.

10. Equipment. Buyer is accepting all fixtures, systems, mechanical equipment, and appliances in an "as-is" condition.

11. Initial inspection. Buyer is accepting the Property in an "as-is" condition. Any inspection of the Property is for Buyer's information purposes only.

12. Final inspection: Buyer has the right to make a final inspection of the Property immediately prior to settlement to verify that its condition has not deteriorated from the time that the offer was made to purchase (ordinary wear and tear excepted).

13. Seller's warranties. Seller warrants all of the following:

- (1) Seller owns fee simple title to the Property.
- (2) No work has been upon, or materials furnished to, the Property that could give rise to any lien under the Illinois Mechanics' Lien Act.
- (3) Seller makes no additional warranties.

14. Contingencies. This contract is conditioned upon all of the following:

- (1) Conveyance of Property located at 305 Pine Street under the terms of the *Development Agreement: Ryburn Place—305 Pine Street*,

15. Communications.

(a) Title commitments, communications, and any notices required under this contract shall be delivered to the party's attorney or to the party if not represented by counsel.

(b) Any notice must be given in writing in one of the following ways: (i) by personal delivery to the party or attorney; (ii) by U.S. mail, with postage prepaid, addressed to the party or attorney at the address set forth on the first page hereof; or (iii) by express delivery to the party or attorney at the address set forth on the first page hereof, with charges prepaid. The notice is deemed to be given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.

16. Brokerage commissions. Each party represents that it has not engaged a real estate broker with regard to the transaction. Each party agrees to indemnify the other against any brokerage commissions due to any real estate broker claiming to have been engaged by the indemnifying party with regard to this transaction.

17. Choice of law; jurisdiction.

(a) This contract is to be governed by and construed in accordance with the laws of the State of Illinois. This contract shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.

(b) Any litigation filed involving this Agreement must be filed in the Circuit Court of McLean County, Illinois.

18. Default: If either party breaches this contract, the other party may pursue any and all available remedies.

19. Attorneys' fees and expense. No party is liable to the other for any attorneys' fees for any action brought with respect to this contract.

20. Additional provisions.

(a) Buyer shall assume any assumption of transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's exiting mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act.

(b) Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular.

(c) The covenants and agreements in this contract extend to and are obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

(d) It is acknowledged by the parties that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/).

(e) Time is of the essence of this contract.

(f) Any deadline that falls on a Saturday, Sunday, or legally recognized State or federal holiday is extended to the next business day.

(g) Captions of the Sections of this contract are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this contract.


(h) Seller agrees to provide reasonable access to Buyer and Buyer's representatives for the purposes of any inspections and appraisals under this contract.

21. Amendments. This Agreement may be amended only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

22. Entire agreement. This contract represents the entire agreement of the parties. Any prior written or oral agreement of the parties regarding the transaction, which is the subject of this contract, merge with and are superseded by this contract.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties are signing this contract as of the date set forth in the introductory clause.

<p>Theresa L. Ryburn</p> <p>By: <u>Theresa L. Ryburn</u></p>	<p>Town of Normal</p> <p>By: <u></u> Mark R. Peterson City Manager</p>
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License Agreement

108 East Beaufort Street, Normal, Illinois

This agreement is dated April 20, 2015 and is between the TOWN OF NORMAL, ILLINOIS, an Illinois municipal corporation ("Town") and the BLOOMINGTON-NORMAL ANGEL INVESTOR NETWORK, INC., an Illinois corporation ("Licensee").

The Town owns property located in Uptown Circle in Normal that is currently unoccupied.

The Licensee desires to occupy a portion of that property for the purpose of operating a business incubator.

The use of the space as a business incubator would benefit the community.

The parties, therefore, agree as follows:

Section 1. Right to operate a business incubator. Subject to the terms and conditions in this agreement, the Town grants the Licensee the right to operate a business incubator on the ground floor of the property located at 108 East Beaufort Street in Normal, Illinois ("Property") for the purposes of providing office space and other services to business start-up companies. The Licensee will be allowed to have sidewalk tables and chairs in conformance with the Division 1 of Chapter 8 of the Normal Municipal Code of 1969.

Section 2. Term.

(a) The term of this agreement begins on May 1, 2015 and continues through April 30, 2016.

(b) The parties may agree to extend the term of the lease for up to two additional one-year terms. Any extension of the term of the lease must be in writing signed by the City Manager and the Licensee.

(c) Either party may terminate this license at any time, upon providing 60 days' written notice to Licensee.

Section 3 License fee. For the privileges granted under this agreement, the Licensee agrees to pay the Town a licensee fee of \$1.00 per year. This license fee is in addition to any other payment required to be made under this agreement.

Section 4. Utilities.

(a) The Town is responsible for the payment of all charges for water, heat, gas, electricity, sewers, and any and all other utilities used at the Property throughout the term of this agreement, including any connection fees, until Licensee obtains seven (7) associate memberships then the Licensee shall be responsible.

(b) The Licensee agrees to contract with the waste hauler used by the businesses on Beaufort and to share the waste receptacles for recycling and garbage. The Town agrees to reimburse the Licensee for the cost of waste disposal until the Licensee obtains 7 associate memberships.

Section 5. Right of entry.

(a) The employees and agents of the Town have the right to enter upon the Property at any time for any purpose. The Town shall endeavor to give Licensee one-hour notice of any entry outside normal business hours of 8:00 a.m. to 8:00 p.m.

(b) The employees and agents of the Town may enter the property at any time without any notice for access to the basement of the building in which the Property is located.

Section 6. Insurance.

(a) Licensee agrees at all times to carry, at its sole cost and expense, all of the following:

(1) Workers' compensation insurance for Licensee's employees in accordance with the requirements of the State of Illinois.

(2) General Comprehensive Liability insurance, including products liability, covering all operations in limits of not less than \$2,000,000 for each person and \$5,000,000 for each occurrence for personal injury or death, and \$1,000,000 for each occurrence for property damage in or about the Property and also including contractual liability insurance. The Town must be named as an additional insured on any liability policy.

(3) Fire insurance with extended coverage covering the Property and the fixtures for the full replacement value thereof, on which the Town is named as an additional insured, as to the Property and fixtures.

(4) Any other or additional insurance coverage that the Town may reasonably request from time to time

(b) All insurance policies under this Section must be issued in the name of Licensee and Town, as their interests may appear, and must be issued by companies and in a form and manner reasonably satisfactory to the Town. Each policy must provide that it may not be canceled or materially changed except upon 10 days' prior written notice to the Town. The Licensee must deliver to the Town the certificates of insurance on or before May 1, 2015, and at least 10 days prior to the expiration date of any policy. Upon request, the Licensee must make the originals of all insurance policies available to the Town for inspection.

(c) If, at any time, the Licensee fails, to maintain any insurance required under this Section, then the Town, at its option, may do so, and the Licensee must pay the cost of that insurance in accordance with Section 20.

(d) All insurance must contain a waiver of subrogation in favor of the Town, if obtainable, and the Town's fire insurance policy with respect to the Property shall contain a waiver of subrogation in favor of Licensee, if obtainable.

Section 7. Initial improvements and fixtures. Licensee shall at all times present the Property and utilize all fixtures, furniture, and equipment in an attractive manner consistent with the image of a quality office use.

Section 8. Subsequent improvements and fixtures. Licensee may not alter, improve, or physically change the interior of the Property without the prior written consent of the Town. The Licensee may not alter, improve, or physically change the exterior of the Property without the prior approval of the Uptown Design Review Committee.

Section 9. Maintenance by Licensee.

(a) The Licensee shall, at its own cost and expense, maintain the furniture, floor coverings, other furnishings, fixtures, and equipment (not to include HVAC, plumbing, roof or roof repairs, or any structural components) on the Property, and in any other space granted to Licensee in good operating condition and in a clean, neat condition and appearance and shall make all necessary repairs thereto unless the damage requiring repair was caused by the willful misconduct of the Town or its employees. The Licensee is responsible for maintaining the security of the property. The Town shall be responsible for maintaining the HVAC, plumbing, roof or roof repairs, or any structural components of the Property.

(b) If the Licensee fails to properly maintain the furnishings, fixtures, and equipment under subsection (a), then the Town may serve a written demand upon Licensee to make the repairs or to correct or remove any defective condition within the number of days that the Town, in its sole judgment, deems reasonable. If the Licensee fails to do so within the time period, the Town may, at its option, remedy the condition

and charge the cost thereof to the Licensee's account, which the Licensee must pay in accordance with Section 20.

Section 10. Condition of Property at termination; disposition of improvements.

(a) At the expiration or termination of this agreement, the Licensee must remove all its personal property from the Property at its own cost and expense and deliver the Property to the Town "broom clean" and in good order and condition, reasonable wear and tear excepted.

(b) Any fixture installed on the Property, whether or not furnished by the Town, becomes the Town's property at the expiration or termination of this agreement. Any other property furnished by the Town without cost to Licensee remains the property of the Town and must be returned to the Town at the expiration or termination of this agreement. The fixtures and property must be returned in the same condition as they were when installed or furnished, reasonable wear and tear excepted.

Section 11. Payment of real estate taxes.

(a) The Town is responsible for making all of the property-tax payments on the property. The Licensee is required to reimburse the Town for the payment of the property taxes.

(b) To accomplish this reimbursement, the Licensee is required to pay the Town a monthly payment of \$200 per month. If, after the Town receives the tax bill, the total amount received from the Licensee for that tax year, exceeds the amount of the taxes due, then, at the Licensee's option, the Town will refund the excess amount to the Licensee or credit the excess amount to the Licensee's account. If the total amount received from the Licensee for that tax year is less than the amount of taxes due, then, within 45 days, the Licensee is required to remit to the Town an amount equal to the shortage.

Section 12. Licenses. Licensee agrees to obtain all necessary governmental approvals to operate the space as a business incubator.

Section 13. Name of office. The Licensee must operate the property in the name of the Licensee under the name "Slingshot CoWork" or any other name acceptable to the Town.

Section 14. Conduct policy of business incubator.

(a) Licensee shall operate and conduct the Property in conformity with the high standards of a business incubator. Licensee may not allow the Property or any part thereof, to become vacant or to be used for any purpose other than as provided in this agreement, or permit the Property to be used in whole or in part by any other firm, person, or corporation outside of the use of the Property as a business incubator.

(b) All signs or advertisements exhibited by Licensee on the exterior of the Property must first be approved by the Town in writing.

(c) The Town has the right to inspect the Property for compliance with this agreement.

Section 15. Indemnification of the Town.

(a) The Licensee agrees to indemnify the Town harmless, except in the event the loss or injury was caused by negligence of the Town from any claim or loss (i) arising out of this agreement, (ii) as a result of any breach or default by Licensee under this agreement, or (iii) arising out of or related to Licensee's business operations in the Property. For the purpose of this Section "claim or loss" mean any expense, loss, liability, damage, cost, claim, tax or demand, including, but not limited to, claims from any injury or death to any person, or damage to any property, claims for infringement of patent, copyrights, trademarks, violations of laws or governmental regulations, or any right of others. The indemnification under this Section also includes the costs of reasonable attorneys' fees and other related expenses.

(b) If requested by the Town, Licensee shall defend any action brought against the Town arising out of the activities of Licensee, its employees, or agents, or of any person employed in the Property, and the Licensee shall employ an attorney, at its own expense, to conduct this defense. The Town may, but shall not be required to, engage its own attorney in connection with the action. If the Town employs its own attorney in connection with any defense under this Section, then the Licensee shall reimburse the Town for the payment to the attorney.

(c) The Licensee shall indemnify and hold the Town harmless from any claims of damages arising out of any loss or injury to Licensee's property wherever located, except in the event the loss or injury was caused by negligence of the Town, its employees, or any persons for whom it is legally responsible.

(d) In addition to other remedies to which the Town may be entitled, the Town has the right to charge Licensee for all costs paid and incurred by the Town under this agreement, but only if the Town first gives written notice to the Licensee to correct the breaches and defaults.

(e) The failure or inability of the Licensee to obtain or maintain the contractual liability insurance required under Section 7 does not limit or affect the Licensee's obligations under this Section.

(f) The rights and obligations under this Section shall be exercised and performed subject to the Town's sole discretion and judgment.

Section 16. No liability of the Town.

(a) The Town is not liable to the Licensee for any shortage, loss, theft, damage, disappearance, or injury of or to any of the merchandise, supplies, equipment, or other property of any nature of Licensee, regardless of whether the loss or damage or injury due to the negligence of the Town or its employees or agents.

(b) The Town is not liable for any loss or damage to the Licensee or interference with or suspension of Licensee's business operations due to causes beyond the reasonable control of The Town and is not liable or responsible in any way for any debts contracted by the Licensee.

Section 17. Casualty. This agreement is terminated and the Licensee must vacate the Property if the Property becomes unsuitable for use due to fire, flood, or other casualty.

Section 18. Liens. The Licensee may not, directly or indirectly, by action or omission cause any lien to be placed upon the Property or any personal property located in the Property. The Licensee must pay or discharge any such lien within 10 days after receiving notice of the lien.

Section 19. Bankruptcy, etc. This agreement is deemed to be materially breached by the Licensee and the Town may terminate the agreement in accordance with Section 20 if any of the following occurs:

(1) A petition in bankruptcy (including a petition for arrangement under the Bankruptcy Law) is filed by or against the Licensee or any guarantor of the Licensee's obligations under this agreement;

(2) The Licensee or any guarantor becomes insolvent within the meaning of any state or federal insolvency laws or makes an assignment for the benefit of creditors;

(3) A receiver for all or any part of the Licensee's business or the business of any guarantor is appointed by any state or federal court, and the petition for the appointment of the receiver is not vacated within 30 days after the appointment; or

(4) Any property or assets of the Licensee or any guarantor is attached or becomes subject to a lien or encumbrance that is not vacated within 30 days.

Section 20. Termination on default.

(a) This agreement is deemed to be materially breached by the Licensee if any of the following occurs:

(1) The Licensee makes any material misrepresentation to the Town in connection with this agreement;

(2) The Licensee violates any term or condition of this agreement and does not remedy the violation within the time limit under subsection (b).

(b) Unless specifically provided elsewhere in this agreement, if the Licensee violates a term or condition of this agreement, then it must remedy the violation within the following time period:

(1) In the case of nonmonetary defaults that are curable within 30 days, the Licensee must (i) notify the Town of its intent to remedy the default within 5 days after receiving notice of the violation from the Town and (ii) remedy the default within 30 days after receiving notice of the violation from the Town.

(2) In the case of all other defaults, the Licensee must remedy the default within 5 days after the receipt of notice of the violation from the Town.

(c) If the agreement is breached under subsection (a), then the Town, at its sole discretion, may either: (i) cure the Licensee's default and charge the cost and expense thereof to the Licensee; or (ii) terminate and end the privileges granted under this agreement. Upon any such termination, the Town may immediately and summarily remove the Licensee or any other person from the Property without resorting to any court proceeding.

(d) The Licensee agrees to reimburse the Town for reasonable attorneys' fees and other related costs as a result of Licensee's violation of any term of this agreement.

(e) If the Licensee fails to make any payments due under this agreement, then from and after the day that the amount is due (and whether or not notice of the failure of the payment has been given), interest shall accrue on the amount so due at a rate equal to 10% per annum.

(f) The rights and remedies under this Section are in addition to any other rights and remedies of the Town under this agreement.

Section 21. Remedies. The enumeration of remedies expressly conferred upon a party by this agreement are cumulative with and not exclusive of any other remedy conferred by this agreement or by law on that party, and the exercise of any one

remedy does not preclude the exercise of any other. The Licensee waives the right to trial by jury in any action brought by the Town against the Licensee.

Section 22. Assignment, sublicense, and transfer.

(a) Without the prior written consent of the Town, the Licensee may not:

- (1) sell, assign, mortgage, or transfer, by operation of law or otherwise, this agreement;
- (2) sublicense all or any of the space allotted to Licensee except as provided in subsection (b), or
- (3) permit the said space to be occupied by anyone other than Licensee and Licensee's employees

(b) The Licensee may sublicense the space to other individuals or entities in accordance with the Licensee's purposes as a business incubator set forth in Section 1 without the prior written consent of the Town with respect to that specific individual or entity, but only if the Town has preapproved the form of the sublicense.

(c) The decision to consent to an assignment, sublicense, or transfer is in the sole discretion of the Town. If the Town so consents, the Licensee remains liable for all of the Licensee's obligations under this agreement.

Section 23. Waiver.

(a) The parties may waive any provision in this agreement only by a writing executed by the party against whom the waiver is sought to be enforced.

(b) No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

(c) A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

Section 24. Amendments and consents.

(a) This Agreement may be amended only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(b) The City Manager may execute any written approval, consent, or waiver on behalf of the Town under this agreement.

Section 25. Notices.

(a) All notices and demands made under this agreement must be mailed or delivered to the Town at the following address:

**Town Clerk (with a copy to the Uptown Manager)
11 Uptown Circle.
P.O. Box 589
Normal, Illinois 61761**

(b) All notices and demands made under this agreement must be mailed or delivered to the Licensee at the following address:

**Bloomington-Normal Angel Investor Network, Inc.
108 E. Beaufort Street
Normal, IL 61761**

(c) Notices and demands must be in writing and may be given by registered or certified mail or in person. A party may notify the other, in writing, of a change of address to which all notices and demands shall thereafter be directed, but only if the new address is in the State of Illinois.

Section 26. Legal effect of agreement. It is expressly understood and agreed that the Licensee is an independent contractor and that the Town and the Licensee shall not be construed to be partners or joint ventures, nor shall the relationship of the parties be construed as a landlord-tenant, landlord-subtenant, principal-agent, or employer- employee relationship for any purpose whatsoever.

Section 27. Choice of law; jurisdiction.

(a) This agreement is to be governed by and construed in accordance with the laws of the State of Illinois. This agreement shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.

(b) Any litigation filed by the Licensee or the Town against the other party and involving this agreement must be filed in the Circuit Court of McLean County, Illinois.

Section 28. Captions or headings. The captions or headings throughout this agreement are for convenience and reference only, and the words contained therein shall not in any way be held to explain, modify, amplify, or add to the interpretation, construction, or meaning of the provisions of this agreement.

Section 29. Third parties. Nothing in this agreement is intended to confer any right or remedy on any person other than the Town and the Licensee, and their respective successors and permitted assigns, nor is anything in this agreement intended to affect or discharge any obligation or liability of any third persons to the Town or to the Licensee, nor to give any such third person any right of action or subrogation against the Town or the Licensee.

Section 30. Successor and assigns. The terms of this Agreement shall be binding upon The Town and its successors and assigns, and upon Licensee and its successors, heirs, executors, and administrators, as the case may be, and if The Town has consented in writing to an assignment of this Agreement by Licensee, the terms of this Agreement shall be binding upon such assignee of Licensee.

Section 31. Severability. If any provision of this agreement is determined to be invalid, illegal, or unenforceable, then the remaining provisions remain in full force if the essential terms and conditions of this agreement for each party remain valid, binding, and enforceable.

Section 32. Merger. This agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this agreement. There are no conditions precedent to the effectiveness of this agreement other than those expressly stated in this agreement.

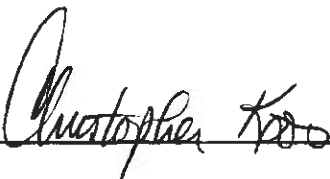
Section 33. Surviving provisions. Any term of this contract that, by its nature, extend after the end of the contract, whether by expiration or termination, remain in effect until fulfilled.

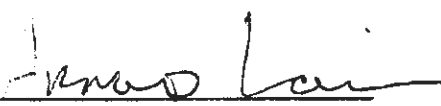
The parties are signing this contract on the date stated in the introductory clause.

TOWN OF NORMAL

BLOOMINGTON-NORMAL

ANGEL INVESTOR NETWORK, INC

By 
Mayor

By 
(Title)

Attest:

Attest: _____


Town Clerk

EXTENSION OF LICENSE AGREEMENT

108 E. Beaufort Street, Normal, Illinois

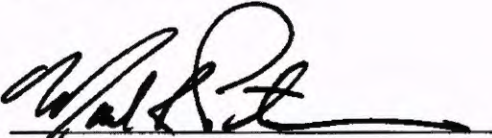
An Agreement between the Town of Normal and the Bloomington-Normal Angel Investor Network, Inc., was entered into on the 20th day of April, 2015.

Paragraph (b) of Section Two of this document indicates the parties may agree to extend the term of the lease for up to two additional one-year terms. This extension must be in writing and signed by the City Manager for the Town and Bloomington-Normal Angel Investor Network, Inc.


It is the intention of the Town and Bloomington-Normal Angel Investor Network, Inc. to extend the term of this lease for an additional year, with no changes to the provisions of the License Agreement.

Dated this 15TH day of JUNE, 2016.

TOWN OF NORMAL

By: 
Its: CITY MANAGER

BLOOMINGTON-NORMAL ANGEL
INVESTOR NETWORK, INC.

By: 

NORMAL THEATER USE AGREEMENT

This Agreement is entered into by and between the Town of Normal, an Illinois Home Rule Unit of Local Government (herein Town) and JQH-Normal Development LLC, a Missouri Limited Liability Company (herein JQH).

WHEREAS, Town and JQH have entered into a Redevelopment Agreement wherein JQH agreed to construct and operate a conference center, parking deck and hotel collectively referred to as the Project in said Redevelopment Agreement; and

WHEREAS, the Town owns and operates a historical theater (Normal Theater) immediately adjacent to the Project; and

WHEREAS, JQH desires to use the Normal Theater from time to time in connection with operation of the Project; and

WHEREAS, Town desires to allow JQH to use Normal Theater as provided herein; and

WHEREAS, use of Normal Theater by JQH makes the Project more attractive to persons to host events and conferences at the Project thereby helping to arrest blighting conditions in the Project area, increasing tax revenues to the Town and enhancing the quality of life in Normal.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL OBLIGATIONS OF THE PARTIES, EACH OF THEM DOES HEREBY COVENANT AND AGREE TO AS FOLLOWS:

1. **LICENSE:** Normal agrees to and does hereby grant to JQH and JQH does hereby accept a license from Normal to use the Normal Theater and marquee on the terms and conditions hereafter set forth.
2. **SCHEDULING AND USE:** JQH shall coordinate all use of the Normal Theater with the Director of Parks and Recreation (herein Director) for the Town of Normal or such designee as appointed from time to time by the Director. JQH shall not use the Normal Theater unless such use is approved by the Director or his designee. The parties shall endeavor to scheduled events at least 90 days in advance, but shorter notice may be provided if mutually agreed. In January of each year the parties shall meet to review scheduling procedures and make adjustments in such process as mutually agreed.
3. **PRIORITY OF TOWN USE:** The parties recognize that Normal has maintained a regular scheduled public theater use Thursday through Sunday. Generally the Theater will not be available for use by JQH during evening hours Thursday through Sunday or during weekends and holiday matinee events.
4. **USE POLICIES AND PROCEDURES:** JQH will abide by all policies and procedures promulgated by the Director for use of the Normal Theater. Such policies and procedures may be changed from time to time by the Director with reasonable notice to JQH. A copy of the initial policies and procedures governing JQH use is attached hereto as Exhibit 1.

5. PRICE: JQH shall pay Normal for use of the Normal Theater in accordance with a price schedule established by the Director. Such price schedule may be changed from time to time by Director with reasonable notice to JQH. A copy of the initial price schedule is attached hereto as Exhibit 1.
6. INSURANCE: To protect the parties JQH agrees to carry at its sole cost the following insurance coverages during the term of this Agreement:
 - A. Worker's Compensation in accordance with Illinois law.
 - B. General Comprehensive Liability Insurance in a form acceptable to Town in limits of not less than \$2,000,000 for each person, \$5,000,000 for each occurrence for personal injury or death and \$1,000,000 for easy occurrence for property damage. Normal shall be named an additional insured under said policy.
 - C. Fire insurance covering Normal Theater, the fixtures and inventory and equipment for the full replacement value thereof on which Normal shall be named as an additional insured.
7. CONDITION OF PROPERTY: JQH has inspected the Normal Theater and agrees to use said property as is.
8. IMPROVEMENTS AND FIXTURES: Upon agreement of the Director, JQH may make temporary improvements to the Normal Theater including installation of temporary equipment for specific events. JQH shall at all times keep the Normal Theater and utilize all fixtures, furniture and equipment in an attractive manner consistent with the image of a facility registered as a Historic Landmark.
9. NO LIENS: No chattel mortgage, conditional sales agreements, security agreements, financing statement or other encumbrances shall be imposed or filed or made by JQH in connection with JQH use of Normal Theater or any improvements made by JQH to Normal Theater.
10. MAINTENANCE: JQH shall make arrangements and provide all setup and cleanup services required to accommodate JQH use of Normal Theater. JQH shall leave the Theater in clean condition acceptable to the Director.
11. SECURITY: JQH shall provide adequate security at JQH Normal Theater events to assure reasonable safety of persons and property. At a minimum an employee of the Town of Normal shall be present at any Normal Theater event and JQH shall reimburse Normal the cost incurred by Normal for such employee.
12. LIQUOR: In the event JQH obtains a Town of Normal liquor license authorizing the sale and consumption of alcoholic liquor at the Normal Theater then JQH agrees to abide by any conditions placed on said license and operate in accordance with the license and other applicable law governing the sale and consumption of alcoholic liquor. Upon request of the Director, JQH will provide alcoholic liquor at Normal Theater for events scheduled by the Town of Normal where the event organizer desire alcoholic liquor and the Director approves the serving of such alcoholic liquor. Other than consent from the Director, all arrangements for alcoholic liquor at Normal Theater events shall be made by and between the event organizer and JQH including but not limited to payment for such services and the type of services provided. Normal shall not be considered a partner, host, sponsor or organizer of such event. Normal shall not be liable for any loss, damage or personal injury arising out of any such event where alcoholic liquor is served. JQH shall hold harmless and defend

Normal, its officers and employees from and against any claim brought by any person against Normal, its officers and employees arising out of the provision and service of alcoholic liquor at Normal Theater.

13. INDEMNIFICATION: JQH shall reimburse, indemnify and hold harmless Normal, its officers and employees from all expenses, loss, liabilities, damages, costs, claims and demands arising, in whole or in part, out of this Agreement or as a result of any breach or default by JQH under this Agreement or arising out of or related to JQH use of Normal Theater including but not limited to any injury or death to any person or damage to any property, claims for infringement of patent, copyrights, trademarks, violations of laws or governmental regulations or any rights of others together with reasonable attorney fees and other related expenses including to the extent permitted by Illinois law, losses, claims, damages, costs, liabilities and demands arising out of the negligence of the Town of Normal, its officers and employees. The obligations set forth herein shall continue after and survive termination of this Agreement.
14. CASUALTY: In the event Normal Theater becomes unavailable for use due to fire, flood or other casualty affecting the Theater in whole or in part, Normal shall have no obligation to compensate JQH for any events cancelled due to such casualty. Normal shall have sole discretion to repair any damage to Normal Theater.
15. ASSIGNMENT, SUBLEASE AND TRANSFER: JQH shall have no right to assign, sublease or transfer this Use Agreement without the prior written consent of Town.
16. TERMINATION FOR CONVENIENCE: Either party may terminate this Agreement upon 90 days notice. Upon receipt of such notice no new event shall be scheduled at Normal Theater, however, Normal shall continued use of Normal Theater for events scheduled as of the date of termination. The terms and conditions of such post-termination events shall be as agreed between the parties.
17. TERMINATION FOR CAUSE: Either party may terminate this Agreement upon 5 days notice in the event of any breach or default of the terms of this Agreement by the other party. Normal shall have no liability for events cancelled as a result of termination of this Agreement for cause and JQH shall defend, indemnify and hold harmless the Town of Normal pursuant to paragraph 13 above in the event of any claim arising out of cancellation.
18. REMEDIES: Either party shall have the right to pursue any available remedy at law or equity. Each party waives it right to bring an action in Federal Court and consents to jurisdiction with venue in McLean County Circuit Court. Each party waives the right to trial by jury.
19. LEGAL RELATIONSHIP: It is expressly understood that JQH is an independent contractor and the parties to this Agreement shall not be construed to be partners or joint venturers nor shall the relationship be construed as landlord/tenant, landlord/subtenant, principal agent or employer/employee for any purpose.
20. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of Illinois.
21. NOTICE: All notices pursuant to this Agreement shall be by electronic message delivered at the following addresses:

A. Town of Normal
c/o Garry Little, Director

LegaluptownHotel JQ Hammons

Parks and Recreation
Town of Normal, Illinois at glittle@normal.org
B. JQH- Normal Development LLC
c/o Jeff Pritts at jpritts@jqh.com

In lieu of electronic message either party may give notice by registered or certified mail.

In Witness Whereof, the parties have caused this Agreement to be executed by the undersigned on the date adjacent to each signature.

Town of Normal

By

President

JQH-Normal Development LLC

By

Print Name

Title

ATTEST

Town Clerk

ATTEST:

Print Name

Title

Date:

Date:



THE NORMAL THEATER
*A Film Center Showing
Classic, Independent and
World Cinema*
Listed/National Register of Historic Places

Hotel/Conference Rental Information:

Normal Theater Rentals:

Rental Rates:

Four Hour Rental (minimum)

Each additional hour

\$400

\$100/hour

Additional Staff

*One staff person is included in rental rate.

\$15/hour

LCD Projection (DVD only)

Each additional hour

\$150 for standard 2 hour film/DVD presentation

\$75/hour (30 minute minimum)

Power Point Projection

*Presenter provides own computer.

\$75/hour

Extension Stage (dimensions 8'x16')

*This stage must be used if a stage is required.

\$200 flat rate

35mm Film Rental

*Total price will be determined by actual film cost including shipping of 35mm print.

\$500 minimum

General Rental Information:

Some films can be screened in DVD format. Distributor copy rights for commercial DVD screenings can be obtained through Normal Theater booking service. Licensing fee will be paid by renter; fees determined by film/DVD distribution companies.

Rental rates apply to weekday rentals, Monday thru Friday. Theater rentals are available from 9am to 4pm and must be completed by 4pm, unless special arrangements have been made.

Rental rates apply to weeknights Monday thru Wednesday when the Theater is available. The Normal Theater does do public screenings on some Tuesday and Wednesday evenings each month.

The Normal Theater is not available for conference rentals on Thursday through Sunday evenings as these evenings are when the Theater is open to the public. Inquiries for weekend daytime hours will be permitted and a rental rate will be determined on a per-request basis.

ALL RENTALS OF THE NORMAL THEATER REQUIRE A SIGNED NORMAL THEATER RENTAL AGREEMENT PROVIDED BY THE NORMAL THEATER.

CONTACT:

Dawn Riordan

The Normal Theater

Town of Normal, Illinois

309-454-9720 phone

309-454-9722 information line

454-1514 fax

www.NORMALTHEATER.com

www.Normal.org

**209 North Street, Normal, IL 61761 A Town of Normal Facility
PH: 309.454.9720 FAX: 309.454.1514 driordan@normal.org**

HEARTLAND THEATRE COMPANY LEASE

THIS LEASE made May 7, 2012, between the Town of Normal, hereinafter referred to as landlord, and Heartland Theatre Productions, Inc. d/b/a Heartland Theatre Company, hereinafter referred to as tenant, witnesseth:

Landlord lets and tenant takes the premises identified in Exhibit "A" designated as a portion of the Town of Normal Community Activity Center in the Town of Normal, State of Illinois, to be used and occupied for live theater productions. The term of this Lease shall be twelve years, terminating June 30, 2024, unless sooner terminated as hereinafter provided. For the first year of the term, rent is due in the amount of \$6,646.00 and payable in monthly installments of \$553.83 in advance on execution of this Lease and on the first day of each and every calendar month. Rent shall increase each year at 3% over the prior year's rent. Rent shall be paid in monthly installment in advance on the first day of each month.

The tenant agrees:

1. To pay the rent, as above provided, at the office of Landlord.
2. To not use premises or any part thereof, or suffer the same to be used, for any purposes other than for live theater productions, nor by any person other than tenant. Tenant may sublease the premises for live theater productions as hereafter provided. Any sale, assignment, or transfer of this lease without previous written consent of landlord shall be void. The character of occupancy of premises, as above restricted, is a special consideration and inducement for granting of this lease, and in event of violation by tenant of restriction against assignment, or if tenant shall cease to occupy the premises, or shall permit same to be occupied by parties other than as aforesaid, or violate any other restriction or condition hereby imposed, this lease may, at option of landlord, its agents or assigns of landlord, be terminated in the manner provided in clause six hereof.
3. Throughout said term tenant shall take good care of premises, its appurtenances, fixtures, and equipment; shall not disfigure, or deface any part of buildings, grounds, or any other part or portion of development, or suffer same to be done. As and when needed, landlord shall repair premises, its appurtenances, fixtures, and equipment where rendered necessary by misuse or neglect of tenant, its servants, employees or agents. The cost thereof shall be determined on statements rendered by landlord to tenant and the sum so determined shall be payable to landlord on delivery of such statement; and if same shall not be paid by tenant within 10 days thereafter, said sum shall become so much additional rent, payable on demand with any installment of

rent thereafter becoming due, and collectible as such. On ending of term in any manner, tenant shall quit and surrender premises in as good order and condition as they were at beginning of term, reasonable wear and tear excepted. If premises be not so surrendered at any ending of term, tenant shall be responsible to landlord for all of damage which landlord shall suffer by reason thereof, and further will indemnify landlord against all claims made by any succeeding tenant against landlord, resulting from delay by landlord in delivering possession of premises to such succeeding tenant, so far as such delay is occasioned by failure of tenant so to surrender the premises.

4. Tenant shall comply with all laws, ordinances, governmental regulations and especially rules and regulations under this Lease. Tenant shall not do anything or suffer anything to be done on premises which will increase the rate of fire insurance of the building. Tenant shall observe and comply with, and tenant agrees that all persons in or visiting in the premises shall observe and comply with, rules and regulations printed on the back hereof, and such other and further rules and regulations as landlord may from time to time deem needful and prescribed for the safety, care, and cleanliness of the building, and the preservation of good order therein, as well as comfort, quiet, and convenience of other occupants of development. Tenant shall comply with all building safety codes applicable, and promptly correct any code violations.

5. If premises shall be partially damaged by fire, repairs shall be made by landlord as speedily as conveniently possible; and in case damage shall be so extensive as to render premises untenable, rent shall cease until such time as premises shall have been put in repair; but in event of substantially total destruction of building of which premises form a part, by fire or otherwise, or in case damage to premises shall be so extensive that they cannot, in opinion of landlord, be repaired within 90 days, or if landlord shall decide to rebuild, then rent shall be paid only up to time of such destruction or damage, and all interest of tenant in premises shall terminate, and this lease shall become void from such time. In event that any question shall arise between landlord and tenant as to whether or not repairs shall have been made with reasonable dispatch, due allowance shall be made for any delay which may arise in connection with adjustment of fire insurance loss, and for any delay arising out of what are commonly known as "labor troubles," or any other cause beyond landlord's control.

6. If default be made by tenant in the payment of rent or in the observance, payment or performance of any of the other provisions, terms or conditions of this lease, if any conduct of tenant or occupants of premises shall be in violation of law, landlord may, at its option, immediately reenter and take possession of premises and whole thereof without notice and may remove from premises all persons and property, using all necessary force so to do, tenant hereby waiving any and all claim of any kind which tenant might have against landlord for damages on account thereof, and should landlord elect to terminate lease for above reasons, or in any other way, tenant agrees to immediately surrender and deliver up possession of premises to landlord and if tenant remains in possession one day after termination of this lease, tenant shall be guilty of forcible detention of premises and subject to all conditions and provisions above named,

and to eviction and removal, forcible or otherwise, at any time thereafter, with or without process of law.

If tenant shall abandon or vacate premises, same may be relet by landlord for such rent, and on such terms as landlord may see fit. Failure of tenant to be present in premises for a period of 30 consecutive days may be treated by landlord as an abandonment. Any occupancy of premises, for any period, contrary to provisions of this lease, shall be deemed "abandonment" under provisions of this clause six and shall be deemed a default for which landlord shall have same rights as for any other default and, in addition, the rights set forth in this clause six. Should tenant vacate or abandon premises, landlord shall have right to enter into and on premises, using all necessary force so to do, and may at its option, terminate lease. Tenant expressly releases landlord of and from any and all claims and liability for damages or loss to property left by tenant on premises on vacating, abandoning or on termination of lease, which tenant might or may have against landlord, and tenant agrees to hold and save landlord harmless of and from any and all claims with respect thereto.

All of foregoing remedies are cumulative, and are given without impairing any rights or remedies of landlord, whether said rights or remedies are herein referred to or not, and tenant agrees that they shall and will pay and discharge all cost, expenses and attorney's fees incurred by landlord in connection with enforcing obligations of tenant under this lease, including payment of rent, recovery of possession or enjoining of any act of tenant contrary to provisions of this lease or enforcing the rights of landlord in and to premises.

7. The failure of landlord to insist in one or more instances upon a strict performance of any of the agreements of this lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such agreement or option, but same shall continue and remain in full force and effect. No waiver by landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by landlord.

8. Any notice of landlord to tenant shall be deemed to be duly given, if in writing, and delivered personally to either the managing Artistic Director or the President of Heartland Theatre or mailed and deposited in any general or branch post office or postbox, enclosed in a postpaid envelope addressed to either of tenant at 1110 Douglas St., Normal, IL 61761 in which premises are situated. Any notice by tenant to landlord shall be deemed to be duly given, if in writing, and delivered personally to either landlord or to agent of landlord charged with renting and management of building in which premises are situated, or mailed and deposited in any general or branch post office, enclosed in a postpaid envelope addressed to City Manager, Town of Normal, 100 East Phoenix Avenue, Normal, Illinois, 61761.

9. No diminution or abatement of rent or other compensation shall be claimed or allowed for inconvenience or discomfort arising from repairs or improvements made to buildings or its appliances, nor for any space taken to comply with any law, or ordinance

or order of governmental authority. In respect to the various "services" herein agreed to be furnished by landlord to tenant, there shall be no diminution or abatement of rent or any other compensation for interruption or curtailment of such "services" when such interruption or curtailment shall be due to accidents, alterations, or repairs desirable or necessary to be made, or to inability or difficulty in securing supplies or labor for maintenance of such "service," or to some other cause, unless such interruption or curtailment shall have been caused by negligence on part of landlord, or shall continue beyond a reasonable time following due notice to landlord of existence of such curtailment or interruption. Landlord shall not be required to furnish and tenant shall not be entitled to receive any such "services" during any period wherein tenant shall be in default in respect to payment of rent.

10. During this lease, upon reasonable notice, applicants for lease of premises shall be admitted at all reasonable hours of day to view premises; and landlord and landlord's agent shall be permitted at any time during term to visit and examine premises at any reasonable hour during day, and workmen may enter at any time, when authorized by landlord or landlord's agent, to make or facilitate repairs in any part of building whenever same shall become necessary; and if tenant shall not be personally present to open and permit entry into premises at any time when for any reason an entry therein shall be necessary or permissible hereunder, landlord or landlord's agent may forcibly enter same without rendering landlord or such agent liable to any claim or cause of action for damages by reason thereof (if during such entry landlord shall accord reasonable care to tenant's property) and without in any manner affecting obligations of this lease. In event that at any time before expiration of term hereby granted tenant shall cease to occupy premises, landlord shall have the right to enter on premises for purpose of cleaning and redecorating same.

11. Landlord has made no representations or promises in respect to building or to premises except those contained herein, and those, if any, contained in some written communication to tenant, signed by landlord or its agent. Tenant has inspected the premises and agreed to lease the premises as is, no representation or warranty of fitness for any particular use being given or implied by Landlord.

12. If landlord shall be unable to give possession on date specified for commencement of term thereof, tenant may, at any time within thirty days after such specified date, notify landlord of its election to terminate this lease. Such notice shall be given in writing, addressed to landlord, signed by the Artistic Director or the President of Heartland Theatre, and thereupon, on receipt of such notice, this lease, and all rights and obligations hereunder, shall cease, and tenant shall be entitled to receive back from landlord all sums of money paid hereunder.

If no such notice is given, obligation of tenant shall continue and they shall take possession of premises as soon as premises are tendered by landlord to tenant, provided, however, that tenant may not take possession of premises until same are tendered by landlord and provided further that rent herein reserved by landlord shall not commence until such possession is tendered. But no failure to give possession on date of

commencement of term shall extend, or be deemed to extend, term of this lease, nor shall landlord be subject to any liability for failure to give possession on said date. Should tenant take possession of premises before premises or building or development of which they form part are completed, there shall be no diminution or abatement of rent by reason of any such incomplete condition.

13. Landlord shall not be liable for any damage or injury sustained by tenant or occupants of tenant's space, or guests of tenant, unless such damage or injury shall have been caused by negligence of landlord and landlord is not immune from liability under the Illinois Tort Immunity Act. Landlord shall not be liable for presence of bugs, vermin, or insects, if any, in the premises nor shall its' presence in any way affect this lease, unless landlord shall fail to furnish a regular and efficient exterminating service throughout the term of this lease. Landlord shall not be liable for any failure of water supply or electric current or any other condition arising out of any cause or causes outside of the control of landlord, but shall use due diligence in bringing about restoration of such water supply or electric current or elimination of such condition in such event.

14. Should land whereon premises are situated, or any part thereof, be condemned for public use, on taking of same for such public use, this lease, at option of landlord, shall be deemed null and void, and term shall cease and come to an end, anything herein contained to contrary notwithstanding.

15. Tenant shall have the right and is required to make good faith efforts to sublet the demised premises on a short-term basis to other community-based performing arts organizations.

Each subtenant shall abide by the terms and conditions of this Lease including all Rules and Regulations issued by Landlord.

16. Tenant shall not suffer, permit or conduct any illegal activity on the demised premises.

Landlord agrees:

17. Landlord shall make, as and when needed in Landlord's sole discretion, and at its own expense, all repairs in and about premises, and to its fixtures, appurtenances, and equipment, provided that such repairs have not been rendered necessary by misuse or neglect of tenant, servants, employees, and agents, and provided further landlord shall have no responsibility for customary cleaning of the premises and its appurtenances. Landlord agrees to repair, replace or protect two windows in the theater performing space in order to eliminate water leakage.

18. Landlord agrees to pay reasonable costs for utilities to the premises, being water, gas, electricity, sanitary sewer, and refuse collection. Tenant shall be responsible

for all other utilities and all extraordinary utility charges arising out of Tenant's theater use of the premises.

19. Landlord covenants that if and as long as tenant pay the rent and performs and observes all of the agreements and provisions hereof, tenant shall quietly enjoy the demised premises.

20. Tenant understands and agrees that the act or notice of, or to, or signature of the managing Artistic Director and President of Heartland Theatre in relation to tenancy or on renewal thereof, shall be binding on each and all of tenant signing this lease with the same force and effect as if each and all of them had acted, signed, or given or received such notice.

21. If storerooms are provided by landlord outside of leased premises for storage of effects of tenant, such storerooms are furnished on express stipulation that landlord shall not be liable for any loss of or damage or injury to property stored therein. Tenant fully releases landlord from all liability for any such loss, damage or injury. At any time after tenant has absented himself from premises for 30 days and whether or not this lease has been terminated or, in the alternative, at any time after this lease has been terminated, landlord shall have right to store in a public warehouse in tenant's name and at tenant's expense any effects of tenant held by landlord in any such storeroom or left by tenant in premises.

~~22~~ The prior Lease executed between the parties dated July 6, 2004 , is terminated by mutual agreement.

Except as herein provided, landlord shall not be liable to tenant for damages or other consideration on termination of this lease.

In witness whereof the landlord and tenant has respectively executed this lease as of the day and year first above written.

Town of Normal

By

Christopher Koop
President

Heartland Theatre Company

By

Ted Welch
President

Attest:

Wendell J. Bygg
Clerk

Heartland Theatre Company,

By

E. Michael Quinn
Managing Artistic Director

RULES AND REGULATIONS

1. Tenant shall not make or permit any disturbing noises in the building by themselves, its' patrons, customers, friends or servants; nor permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenant or neighbors. Tenant shall not play upon, or suffer to be played upon, any musical instrument, or operate a phonograph, television, or a radio loudspeaker in the demised premises in such manner as may disturb or annoy other occupants of the building or the neighborhood. Landlord agrees to make a reasonable effort to enforce similar restrictions on other groups using the Community Activity Center to minimize disruption to live theatre performances by tenant.

2. The toilets, basins, and other plumbing fixtures shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into the same Any damage resulting from misuse of such facilities shall be paid by the tenant of the damaged premises.

3. No sign, signal, advertisement, television aerial or other equipment or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall be approved in writing by the landlord. Installation of aerial wires on any part of the buildings is expressly forbidden except as approved by landlord.

4. No shades, awnings, venetian blinds, or window guards shall be used, except as shall be put up or approved by the landlord.

5. No dogs, cats, or other animals, fowls, or reptiles shall be kept or harbored in the demised premises.

6. Garbage must be placed in tenant's garbage receptacle and kept in container supplied for same. Bottles, cans and combustible materials are to be placed in containers provided for same in garage areas.

7. Alteration or replacement of locks or installation of knockers or other attachments upon any door is forbidden.

8. Running exposed wires for electrical appliances or fixtures in violation of the building code is prohibited.

9. The landlord shall not be responsible for any article delivered to or left with any employee.

10. Tenant, its patrons, customers, friends, or servants will obey the parking regulations of public authorities and the landlord on private and public streets, roads, and drives; and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the tenant. Landlord agrees to make reasonable efforts to regulate parking in the drive to the loading dock (garage utility door) in order to provide reasonable ingress and egress for loading and unloading.

11. The landlord reserves the right to rescind or change any of the foregoing rules and to make such other rules and regulations from time to time as may be deemed needful for the safety, care, and cleanliness of the premises and for securing the comfort and convenience of the tenant.

EXHIBIT A

That portion of the Town of Normal Community Activity Center described as follows and as more particularly depicted in the attached exhibit.

The main theater performing space in the northwest portion of the Activity Center.

The box office area immediately adjacent to the theater performing space.

Two interior restrooms.

A portion of a garage located east of the theatre performing space identified as an actor's walkway passing through the garage along an interior wall providing access to dressing rooms, scene shop, interior restroom and box office.

A portion of the basement of the Community Activity Center may, in sole discretion of Landlord, be used from time to time by tenant for storage. Tenant shall first obtain the approval of the Landlord prior to occupying any basement space and Tenant shall promptly vacate said basement space upon request of Landlord.

LICENSE AGREEMENT

THIS AGREEMENT made and entered into this 20th day of August, 2012, at Normal, Illinois, by and between the Town of Normal, a Home Rule unit of local government, hereinafter referred to as "Licensor", and Ecology Action Center, a not-for profit entity, hereinafter referred to as "Licensee",

WITNESSETH:

ARTICLE I

DEMISE, DESCRIPTION, USE, TERM AND RENT

Section 1.01: Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor, that certain property hereinafter called the "licensed premises", legally described as follows:

Lot 1 in Bank of Illinois Subdivision to the Town of Normal, McLean County, Illinois, commonly known as 202 West College Avenue formerly known as the Hewett House.

Tax ID Number: Book Part of 14-28-279-007

to be used only as an ecology meeting center for the purpose of educating the public in methods of ecology, and in accordance with uses normally incident thereto and for no other purpose. The license term shall be five (5) years to December 31, 2017, unless earlier terminated as provided hereafter. Either party may terminate this license upon 60 days notice.

Section 1.02: Licensor additionally grants a license to Licensee to use the parking and driveway areas of the following described property as and for ingress, egress and vehicular parking incidental to said business and for no other purpose:

The parking area provided from time to time by landlord. Said parking area may be changed, moved or eliminated by Landlord.

Licensee agrees to coordinate such incidental driveway and parking use with Licensor in order to minimize conflicts.

Section 1.03: Licensee shall pay to Licensor or its designee at 11 Uptown Station, Normal, Illinois, or such other place as the Licensor shall designate, without prior demand and without any set off or deduction whatsoever, five dollars (\$5.00) per year. Payment shall be made by the first day of each year throughout the term with the 1st payment on execution of this Agreement.

ARTICLE II

INSURANCE

Section 2.01: Licensee agrees to, and shall within ten (10) days from the date hereof, secure from a good and responsible company or companies doing insurance business in the State of Illinois and maintain during the entire term of this license, the following insurance coverage:

- (a) Public liability insurance in the minimum amount of \$1,000,000.00 for loss from an accident resulting in bodily injury or death, and \$500,000.00 for loss from an accident resulting in damage to or destruction of property.
- (b) Fire and extended coverage on Licensee's fixtures, goods, wares, merchandise and other tangible personal property in or on the licensed premises, with such coverage in an amount of not less than fair market value of such property.

Section 2.02: Licensee agrees that Licensor shall be named as an additional insured on the aforementioned public liability insurance policy.

Section 2.03: Upon securing the foregoing coverages, Licensee shall give Licensor written notice thereof, together with a certified copy of the appropriate policies or insurance certificates. Licensee shall also furnish proof to Licensor that each of the aforementioned policies expressly provides that the same shall not be canceled or altered without thirty (30) days prior written notice to Licensor.

Section 2.04: If Licensee at any time during the term hereof should fail to secure or maintain the foregoing insurance, Licensor shall be permitted to obtain such coverage in the Licensee's name, or as the agent of Licensee, and shall be reimbursed by Licensee for the cost of the insurance premiums together with interest at the rate of ten (10%) per annum from the time such premiums are advanced by Licensor until such reimbursement is made by Licensee.

Section 2.05: If the improvements on the licensed premises should be damaged or destroyed by fire, flood or other casualty, in whole or in part, Licensee shall give immediate written notice thereof to Licensor. In the event that the building on the licensed premises should be totally destroyed by fire, flood or other casualty, or if it should be so damaged that the rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of written notification by Licensee to Licensor of the occurrence of the damage, this License may be terminated by either party and rent shall be abated for the unexpired portion of this License, effective as of the date of said written notification. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the event that Licensor shall fail to complete such rebuilding or repairs within thirty (30) working days from notification by Licensee, the latter may at its option

terminate this license by written notification to Licensor, whereupon all rights and obligations hereunder shall cease.

ARTICLE III

UTILITIES

Section 3.01: Licensee shall during the term hereof pay all charges for telephone, gas, electricity, sewage, water and all other utilities used in or on the licensed premises, and for removal of rubbish therefrom, immediately upon becoming due and shall hold Licensor harmless from any liability in connection therewith. Licensee further agrees to pay all charges for repairs to water meters on the licensed premises whether necessitated by ordinary wear and tear, temperature extremes, accidents or any other causes. Such payments shall be made immediately upon becoming due.

ARTICLE IV

WASTE AND NUISANCE

Section 4.01: Licensee shall not commit, or suffer to be committed, any waste on the licensed premises, nor shall it maintain, commit or permit the maintenance or commission of any nuisance on the licensed premises or use the licensed premises for any unlawful purpose.

ARTICLE V

REPAIRS AND MAINTENANCE

Section 5.01: Licensee agrees as follows:

- (a) To keep the licensed premises as clean and sanitary as the condition of the premises permits;
- (b) To dispose from the licensed premises all rubbish, garbage and other waste in a clean and sanitary manner;
- (c) To use and operate properly all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits and to keep the same in good working condition; and
- (d) Not to permit any person on the premises with Licensee's permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the licensed premises or the facilities, equipment or appurtenance thereto; and
- (e) To maintain the premises and all equipment and fixtures in good condition.

- (f) To pay any and all unit assessments, fees and costs determined by the condominium Association during the terms of this License, excluding, however, assessments for capital improvements.

ARTICLE VI

ALTERATIONS, IMPROVEMENTS AND FIXTURES

Section 6.01: Licensee shall not have the right to improve, add to or alter the licensed premises without the prior written consent of Licensor (which consent shall not be unreasonably withheld), or to install fixtures thereon; provided, however, if written consent from Licensor is given, Licensee shall not remove any such improvements, additions, alterations or fixtures without the prior written consent of Licensor, and provided further that on expiration or sooner termination of the License all improvements, including fixtures and any additions, alteration, or repairs to the premises placed thereon by Licensee during the term thereof, shall revert to and become the absolute property of Licensor; free and clear of any and all claims by Licensee or any third person, and Licensee hereby agrees to hold Licensor harmless from any claims that may be made against such improvements by any third person.

ARTICLE VII

HAZARDOUS SUBSTANCES

Section 7.01: Licensee shall not cause or permit any hazardous substance to be used, stored, generated or disposed of on, in or about the licensed premises by Licensee, Licensee's agent, employees, contractors or invitees without first obtaining Licensor's written consent. If hazardous substances are used, stored, generated or disposed of on, in or about the licensed premises, or if the licensed premises become contaminated in any manner, Licensee shall indemnify and hold harmless Licensor (and its agents and employees) for any all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the premises or the land or building of which they are a part, damages caused by loss or restriction of rentable or useable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees) arising during or after the license term and arising as a result of any use, storage, generation or disposal of any hazardous substance or any such contamination by Licensee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site, or any cleanup, removal or restoration mandated by a federal state or local agency or political subdivision. If the Licensee causes or permits the presence of any hazardous substance on the premises that results in contamination, Licensee shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing prior to the presence of any such hazardous substance on the premises. Licensee shall first obtain Licensor's approval for any such remedial action.

As used herein, "hazardous substance" means any substance that is toxic, ignitable, reactive or corrosive regardless whether the same is regulated by any local government, the State of Illinois or the United States government. "Hazardous substance" includes, but is not limited

to, any toxic or hazardous substance and any an all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), petroleum and petroleum products.

ARTICLE VIII

SURRENDER OF POSSESSION

Section 8.01: Licensee agrees to and shall, upon expiration, promptly surrender and deliver the licensed premises to Licensor in good condition, ordinary wear and tear and damage by the elements, fire, act of God or by any other cause beyond the reasonable control of Licensee excepted.

ARTICLE IX

CONDEMNATION

Section 9.01: If, during the term of this license or any extension or renewal thereof, all of the licensed premises should be taken for any public or quasi-public use under any law, ordinance or regulation, or by right of eminent domain, or should the same be sold to the condemning authority under threat of condemnation or should the Town of Normal determine said property is necessary for some other public purpose, this license shall terminate and the rent shall be abated during the unexpired portion of this license, effective as of the date of the taking of said premises by the condemning authority.

Section 9.02: If less than all of the licensed premises shall be taken for any public or quasi-public use under any law, ordinance or regulation, or by right of eminent domain, or should the same be sold to the condemning authority under threat of eminent domain or should the Town of Normal determine a portion of said property is necessary for some public purpose, Licensor may at its sole discretion either terminate this license in whole or in part or restore and reconstruct the building and other improvements situated on the licensed premises, provided such restoration and reconstruction shall make the same reasonably tenantable and suitable for the uses for which the premises are licensed. The rent payable hereunder during the unexpired portion of this license shall be adjusted equitably.

Section 9.03: Licensor shall be entitled to receive and retain all awards as may be allocated in any condemnation proceedings. The termination of this license shall extinguish the rights of the Licensee to such awards.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01: If Licensee shall allow the rent to be in arrears more than five (5) days after written notice of such delinquency, or shall the Licensee remain in default under any

condition of this license for a period of ten (10) days after written notice from Licensor, or should any person other than Licensee secure possession of the premises, or any part thereof, by reason of any law in any manner whatsoever, Licensor may at its option, without notice to Licensee, re-enter and take possession of said premises and remove all persons and property therefrom without being deemed guilty of any manner of trespass, and may relet the premises or any part thereof, for all or any party and at such monthly rental as Licensor may with reasonable diligence be able to secure. Should Licensor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Licensee was obligated to pay hereunder, then Licensee shall pay the amount of such deficiency to Licensor.

Section 10.02: It is expressly agreed that in the event of default by Licensee hereunder, Licensor shall have a lien upon all goods, chattels or personal property of any discretion belonging to Licensee which are placed in, or become a part of, the licensed premises, as security for rent due and to be come due for the remainder for the current license term, which lien shall not be in lieu of in any way affect any statutory landlord's lien given by law, but shall be cumulative thereto; and Licensee hereby grants to Licensor a security interest in all such personal property placed in the licensed premises for such purposes. The provisions of this Section shall not prevent the sale by Licensee of any merchandise in the ordinary course of business free of such lien to Licensor. In the event Licensor exercises the option to terminate the license, and to re-enter and relet the premises as provided herein, then Licensor may take possession of all of Licensee's property on the premises and sell the same at public or private sale after giving Licensee reasonable notice of the time and place of any public sale or of the time after which any private sale is made, for cash or on credit, for such prices and terms as Licensor deems best, with or without having the property present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due hereunder, with the balance, if any, to be paid to Licensee.

ARTICLE XI

INSPECTION OF LICENSOR

Section 11.01: Licensee shall permit Licensor and its agent to enter into and upon the licensed premises at all reasonable time for the purpose of inspecting the same.

ARTICLE XII

ASSIGNMENT AND SUBLETTING BY LICENSEE

Section 12.01: Licensee shall neither assign this License nor sublet all or any portion of the licensed premises without the prior written consent of Licensor. Licensor is expressly given the right to assign any or all of its interest under the terms of this License.

ARTICLE XIII

TAXES AND NOTICES

Section 13.01: Licensors shall pay all applicable real estate taxes due and owing on the described premises. All notices provided to be given under this Agreement shall be given to each party by certified mail, return receipt requested, addressed to the following:

LICENSOR: Town of Normal
Attention: City Manager
11 Uptown Station
Normal, Illinois 61761

LICENSEE: Ecology Action Center
202 West College Avenue
Normal, IL 61761

ARTICLE XIV

GENERAL PROVISIONS

Section 14.01: This Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective heirs, executors, administrators, successors and assigns.

Section 14.02: This Agreement shall be construed under and in accordance with the laws of the State of Illinois.

Section 14.03: In the event that any one or more of the provisions contained herein shall be for any reason held to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this license shall be construed as if any such invalid, illegal or unenforceable provision had never been contained herein.

Section 14.04: This License constitutes the sole Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.

Section 14.05: The rights and remedies provided by this License are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 14.06: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this License shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

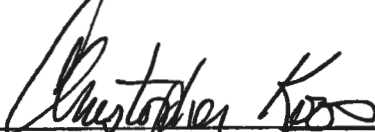
Section 14.07: In the event Licensee breaches any of the terms of this Agreement resulting in Licensor employing an attorney to protect or enforce its rights hereunder, the Licensee shall pay the Licensor's reasonable attorney fees so incurred.

Section 14.08: Time is of the essence of this Agreement.

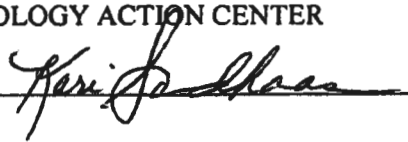
Section 14.09: In the event that Licensor shall convey title to the licensed premises pursuant to a sale or exchange of property, the Licensor shall not be liable to Licensee or any immediate or remote assignee or successor of Licensee as to any act or omission from and after such conveyance.

IN WITNESS WHEREOF, the undersigned parties have affixed their signatures on the date and year first above written.

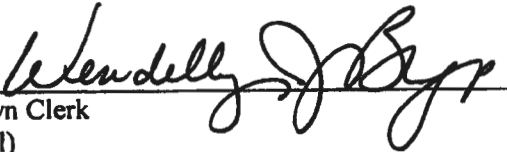
TOWN OF NORMAL:

By: 
President, of the Board of Trustees
of the Town of Normal

LICENSEE.

ECOLOGY ACTION CENTER
By 

ATTEST:


Town Clerk
(seal)

Date: 8/27/12

Date: 8/22/12

FIRST LEASE AMENDMENT
11 Uptown Circle, Suites 103, 104, 105 Normal, Illinois

THIS FIRST LEASE AMENDMENT made and entered into as of the 2nd day of March, 2015, by and between the Town of Normal, a Home Rule unit of local government, (hereinafter referred to as "LESSOR") and THE BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY, a body corporate and politic of the State of Illinois, with its principal office in Normal, IL 61790 (hereinafter referred to as "LESSEE");

WITNESSETH:

WHEREAS, LESSOR has by Lease Agreement dated November 4, 2013 (hereinafter "LEASE") leased to The Board of Trustees of Illinois State University as LESSEE premises known as Suites 103, 104, 105, 11 Uptown Circle, Normal, Illinois (hereinafter "Premises"), and;

WHEREAS, the LESSEE and LESSOR desire to further clarify the handling of certain maintenance and/or repairs for the Premises, and;

WHEREAS, the parties wish to set forth these matters in writing.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

The existing LEASE is ratified and amended as follows:

1. Paragraph 5.03 of the original LEASE requires LESSEE to reimburse LESSOR on a monthly basis for the cost of routine cleaning and trash removal in an amount agreed to by the parties (which amount includes standard consumable supplies for the janitorial service). The paragraph is revised to state that LESSEE will reimburse LESSOR on a quarterly basis, rather than on a monthly basis. Exhibit A-1 to this First Lease Amendment outlines the current schedule and estimated charges for these services. Any changes to these services, including the cost of the services, must be mutually agreed upon by both parties.
2. Requests for repair and maintenance that are the responsibility of LESSOR are outlined in Exhibit A to the original LEASE. Any additional repairs and/or maintenance that are not the responsibility of LESSOR will be invoiced on the quarterly maintenance/repair billing from LESSOR to LESSEE.
3. Requests for event set up for events being held at the Premises will normally be handled by LESSEE. If LESSEE requests event set up from LESSOR it will be handled as outlined below. Costs will be invoiced on the quarterly maintenance/repair billing from LESSOR to LESSEE.
4. All requests for repair, maintenance or event set up will be submitted as follows:
 - a. **Submitting a Maintenance or Repair Request:** All requests for repair and maintenance related to the Premises will be submitted to the ISU Work Management Center in the same manner as requests for on campus repair and maintenance are submitted. If necessary, ISU Work Management Center will create a work order through the Town's existing work order system, which is currently the "Facility Dude" system.
 - b. **Emergency Maintenance or Repair Request:** For emergency or after hours requests (before 8:30 am or after 5:00 pm Monday through Friday or weekends) the following Town of Normal employees should be contacted:

John Schoenbrun (309) 824 5477
Ladeen Finely (309) 275 7427
Tom Lentz (309) 275 9364

- c. **Event Set Up Request:** Requests for event set up will be submitted to the ISU Work Management Center in the same manner as requests for on campus event set up are submitted. If ISU desires the Town of Normal to perform the event set up, ISU Work Management Center will

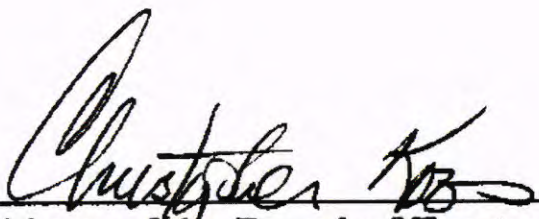
create a work order through the Town's existing work order system, which is currently the "Facility Dude" system.

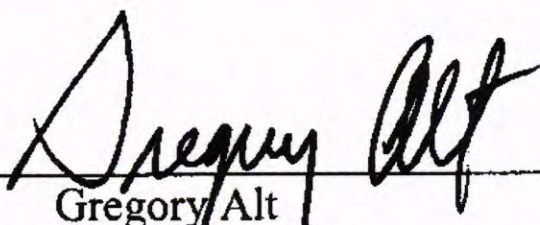
5. Monthly pest control for the Premises will be provided by LESSOR at a cost to LESSEE of \$30/quarterly (\$120 annually). Costs will be invoiced on the quarterly maintenance/repair billing from LESSOR to LESSEE.
6. LESSOR will perform testing and inspection services on an annual basis for fire extinguishers (5), fire alarm systems and backflow prevention devices. Costs will be invoiced with the quarterly maintenance/repair billing in which the work is performed, and at the rate charged by the third party service provider performing the service.
7. LESSOR will provide key cutting services for the Premises to LESSEE on an as needed basis. This service will be provided at a cost of \$5 per key replacement if no core change out or access is breached. If core change out is required there will be an additional cost of \$57 per core. Costs will be invoiced on the quarterly maintenance/repair billing from LESSOR to LESSEE.
8. LESSOR will not be responsible for any LESSEE lock outs. Should a LESSEE employee be locked out of the Premises, the employee should contact ISU Work Management for assistance.
9. All other terms and conditions of said LEASE, except as specifically modified herein, shall remain in full force and effect.
10. This agreement will be binding upon the heirs, devisees, legatees, administrators, successors, beneficiaries, and assigns of the parties hereto, as the case may be.
11. Each individual signing this agreement represents that he/she is authorized to sign on behalf of their respective entity and that the entity is bound by the terms hereof.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused these presents to be executed in the manner appropriate to each, all as and of the date and year first hereinabove set forth.

LESSOR: TOWN OF NORMAL:

LESSEE:
THE BOARD OF TRUSTEES OF
ILLINOIS STATE UNIVERSITY

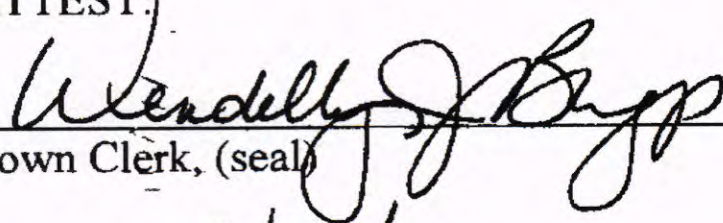
By: 
President, of the Board of Trustees
of the Town of Normal

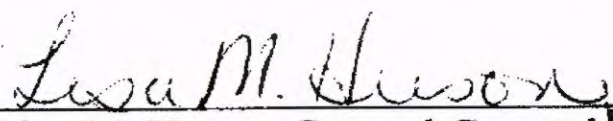
By: 
Gregory Alt
Vice President for Finance & Planning

Date: 3/24/15

Date: 3/11/15

Approved as to legal form:

ATTEST:

Town Clerk, (seal)


Lisa M. Huson, General Counsel

Date: 3/24/15

**Amendment to
Lease Agreement
(203 S. Linden St.)**

This amendment is dated November 5, 2015 and is between the TOWN OF NORMAL ("Lessor") and RICHARD L. SMITH and NOREEN SMITH (collectively, "Lessee").

The Town owns the property located at 203 S. Linden Street, Normal, Illinois ("Premises")

The parties entered into a Lease Agreement on September 7, 2010 for the lease of the Premises ("2010 Lease").

The lease term was for five years, beginning January 2, 2012 and ending January 2, 2017.

The parties intend to amend the 2010 Lease to extend the term of the lease beyond January 2, 2017.

The Parties, therefore, agree as follows:

1. Amendment to Section 2. Section 2 of the 2010 Lease is amended by being replaced with the following:

Section 2. Term.

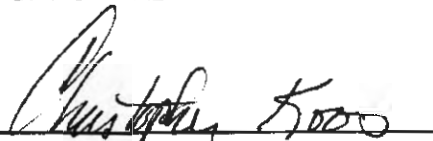
- (a) The term of this Agreement commences on January 2, 2012 and continues until January 2, 2017. The term of this Agreement will extend automatically for successive 12-month terms unless either party gives written notice that it does not want the term renewed. Notice must be given on or before December 1 for the non-renewal of the term beginning on the following January 2.
- (b) Notwithstanding any provision of subsection (a), the Lessor may terminate this Lease by giving the Lessee at least 90 day's written notice of the termination, and the Lessee may terminate this Lease by giving the Lessor at least 30 day's written notice of the termination.

2. Amendment to Section 22. Section 22 of the 2010 Lease is amended by changing the address of the Town Clerk as follows:


Town Clerk
11 Uptown Circle
P.O. Box 589
Normal, IL 61761-0589.

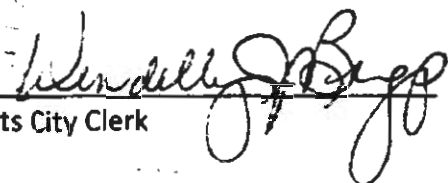
The parties are signing this agreement on the date stated in the introductory clause.


TOWN OF NORMAL

By: 
Its Mayor

LESSEE

By: 
Richard L. Smith

Attest: 
Its City Clerk

By: 
Noreen Smith

LEASE AGREEMENT

This Agreement, made as of the 7th day of September, 2010 by and between the Town of Normal, Illinois an Illinois municipal corporation having an office at 100 E. Phoenix Ave., Normal, Illinois 61761 (hereinafter referred to as "Lessor") and Richard L. Smith and Noreen Smith of Normal, Illinois (hereinafter referred to as the "Lessee");

WITNESSETH:

WHEREAS, Lessor designated the commercial facility operated by the Lessee located at 203 South Linden in Normal, Illinois (the "Existing Facility") as part of a program for the renovation of the downtown area of Normal, Illinois; and

WHEREAS, Lessor acquired 203 South Linden from Lessee pursuant to an Agreement for Warranty Deed dated the 7th day of September, 2010; and

WHEREAS, pursuant to said Agreement for Deed Lessor agreed to lease 203 South Linden to lease for a period of time not to exceed five (5) years commencing January 2, 2012; and

WHEREAS, as part of the Agreement for Deed, the parties agreed to the terms of this Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually agree as follows:

Section 1. Right to Operate Property. Subject to the terms and conditions specified herein, Lessor hereby leases to Lessee the Property described in Exhibit A.

Section 2. Term. The term of this Agreement shall commence on January 2, 2012 and continue until January 2, 2017, unless extended or sooner terminated or canceled as set forth herein. Provided, however, that Lessee may terminate this Lease by giving Lessor at least thirty (30) days prior written notice.

Section 3 Rent. The property is being leased rent free for the term of this Lease as part of the consideration for the sale of the property by Lessee to Lessor.

Section 4. Utility Services. Lessee shall pay all charges for any and all utilities to the Property including but not limited to water, sewer, gas, electric, and voice and data services.

Section 5. Right of Entry. Lessor, its employees and agents shall have the right to enter upon the Property upon reasonable notice to Lessee, except no notice is required in the case of emergency, at any time for any purpose. Lessor shall comply with any of Lessee's applicable security procedures and policies, and shall keep confidential any information obtained or viewed upon any such entry on the Property.

Section 6. Insurance.

- (a) To protect the parties hereto from losses, Lessee agrees at all times to carry at its sole cost and expense:
- (i) Workers' compensation insurance for Lessee's employees in accordance with the requirements of the State of Illinois
 - (ii) General Comprehensive Liability insurance, including products liability, covering all operations in limits of not less than \$2,000,000 for each person and \$5,000,000 for each occurrence for personal injury or death, and \$1,000,000 for each occurrence for property damage in or about the Property and also including contractual liability insurance;
 - (iii) Fire insurance with extended coverage covering the Property, the fixtures and inventory herein for the full replacement value thereof, on which the Lessor shall be named as an additional insured. Said provision is subject to paragraph 4 of the Contract for Warranty Deed between the parties;
- (b) All policies of insurance referred to in subsection (a) above shall be issued in the name of Lessee showing Lessor as loss payee, and shall be issued by companies having an AM Best rating of A VI or better, and in form reasonably satisfactory to Lessor. Each policy shall provide that it may not be canceled for non payment except upon ten (10) days' prior written notice to Lessor, and cannot be cancelled for any other reason without 90 days notice to Lessee and Lessor. Certificates of such insurance shall be delivered to Lessor by Lessee five (5) days prior to the Commencement Date, and ten (10) days prior to the expiration date of any policy. At the request of Lessor, Lessee shall make the originals of all such policies available to Lessor for inspection. If Lessee shall fail at any time to effect or maintain any of such insurance, Lessor, at its option, may do so, and the cost thereof shall be paid by Lessee in accordance with Section 15 hereof. Lessee shall not carry on any activity, other than that permitted by this Agreement, which will increase the premium on any policy of insurance carried or to be carried by Lessor, and, in the event of any such increase, Lessee shall pay the amount by which such premiums may be increased by such activity, in accordance with Section 15 hereof. All insurance shall contain a waiver of subrogation in favor of Lessor.

Section 7. Real Estate Taxes. Lessee shall be responsible for and pay any and all real estate taxes assessed against the Property during the term of this Lease. In the event Lessee fails to pay said taxes when due, Lessor may pay the same and Lessee shall promptly reimburse Lessor all costs incurred by Lessor to satisfy said tax claims. Additionally, Lessee shall pay Lessor a monthly amount equal to 1/12th of the previous year's tax bill. Such payment to commence upon request by Lessor and continue through the term of this Lease.

Section 8. Subsequent Improvements and Fixtures. Lessee shall not at any time subsequent to the Commencement Date make any material alterations, improvements, or physical changes in the Property without the prior written consent of Lessor, not to be reasonably withheld. Prior to the commencement of any improvements to the Property, Lessee shall deliver to Lessor plans and specifications describing in reasonable detail Lessee's plan (the "Plans").

Lessor shall approve or reject the Plans in writing within thirty (30) days of their receipt. The cost of the improvements, furniture, fixtures, and equipment indicated on the approved plans shall be borne by the Lessee. No chattel mortgage, conditional sales agreement, security agreements, financing statements, or other encumbrance shall be imposed or filed, and no hypothecation or assignment shall be made by Lessee in connection therewith. All improvements shall be constructed in compliance with the approved Plans and all laws, regulations, statutes, codes, ordinances, and other governmental requirements. During construction, Lessee shall obtain and maintain such insurance as Lessor shall reasonably request.

Section 9. Maintenance. Lessee shall at all times during the term of this Agreement, at its own cost and expense, maintain the property and all improvements thereon in good operating condition and in a clean, neat condition and appearance, reasonable wear and tear excepted, and shall make all necessary repairs thereto unless the damage requiring repair was caused by the negligence or willful misconduct of Lessor or its employees. If Lessee shall fail to do so, Lessor may serve a written demand upon Lessee to make said repairs or to correct or remove any defective condition within the number of days which Lessor, in its reasonable judgment, deems reasonable from the date of such demand as set forth therein, and, if Lessee shall fail to do so within such period of time, or provide substitute or comparable item to replace any such item, Lessor may, at its option, remedy such condition and charge the cost thereof to Lessee's account, which amount shall be paid by Lessee within 30 days of demand by Lessor.

Section 10. Condition of Property at Termination; Disposition of Improvements.

- (a) At the expiration or termination of this Agreement, Lessee shall remove all its trade fixtures, furnishings, and equipment from the Property at its own cost and expense and deliver the Property to Lessor "broom clean" and in good order and condition, reasonable wear and tear.
- (b) Any fixtures or any other property furnished by Lessor (which shall be without cost to Lessee) shall remain the property of Lessor and shall be returned to Lessor at the expiration or termination of this Agreement in their then-existing condition. In addition, any fixtures or other property whether or not furnished by Lessor, which cannot be removed without damage to the property of Lessor, shall become Lessor's property at the expiration or termination of this Agreement, unless Lessee elects to remove them and repair any damage to Lessor's property caused by such removal.

Section 11. Conduct Policy.

- (a) Lessee shall not allow the Property, or any part thereof, to become vacant or to be used for any purpose other than as provided herein, or permit the Property to be used in whole or in part by any other firm, person, or corporation. Neither party shall interfere in any manner with ingress or egress of the other's customers in any part of the Property (except for limited and reasonable restrictions for construction safety purposes during any time of construction. All signs or advertisements exhibited by Lessee on the Property must comply with all municipal requirements, must be approved by Lessor.

Section 12. Indemnification of Lessor. Lessee shall reimburse, indemnify, and hold Lessor harmless from all expenses, losses, liabilities, damages, costs, claims, and demands arising out of this Agreement, or as a result of any breach or default by Lessee under this Agreement, or

arising out of or related to Lessee's business operation on the Property, including, but not limited to, any injury or death to any person, or damage to any property, claims for infringement of patent, copyrights, trademarks, violations of laws or governmental regulations, or any right of others, together with reasonable counsel fees and other related expenses, unless such expenses, losses, liabilities, damages, costs, claims and demands arise out of the willful conduct or intentional actions of Lessor. If requested by Lessor, Lessee shall defend any action brought against Lessor arising out of the activities of Lessee, its employees, or agents and any persons employed by Lessee, and Lessee shall employ legal counsel, at its own expense, to conduct such defense. Lessor may, but shall not be required to, engage its own counsel in connection therewith. In the event Lessor shall employ counsel of its own choosing in connection with any such defense, payment of reasonable attorney's fees to said counsel shall be reimbursed by Lessee to Lessor. The liabilities of Lessee provided in this paragraph shall continue after and shall survive this Agreement. In addition to other remedies to which Lessor may be entitled, Lessor shall have the right to charge Lessee for all sums and costs paid and incurred by Lessor hereunder; provided, however, that Lessor's rights as provided in this sentence shall be subject to first giving written notice to Lessee to correct said breaches and defaults and reasonably opportunity for Lessee to correct said breaches and defaults; and judgment. The failure or inability of Lessee to obtain or maintain the contractual liability insurance required under Section 6 shall not limit or affect Lessee's obligation hereunder.

Section 13. No Liability of Lessor. Lessor shall not be liable for any loss or damage to Lessee or interference with or suspension of Lessee's business operations due to causes beyond the reasonable control of Lessor and shall not be liable or responsible in any way for any debts contracted by Lessee.

Section 14. Casualty. In the event of fire, flood or other casualty, in whole or in part, the Property becomes unsuitable for use or becomes totally destroyed by fire, flood or other casualty, then this Lease shall, at the option of either party, be terminated.

Section 15. Liens. Lessee shall not directly or indirectly by action or omission cause any lien to be placed upon the Property. Any such lien shall be paid or discharged by Lessee within ten (10) days after notice thereof.

Section 16. Bankruptcy, etc. In the event that a petition in bankruptcy (including a petition for arrangement under the Bankruptcy Law) is filed by or against Lessee or any guarantor of Lessee's obligations under this Agreement, or if Lessee or any such guarantor shall become insolvent within the meaning of any state or federal insolvency laws or shall make an assignment for the benefit of creditors, or if a receiver for all or any part of Lessee's business or the business of any such guarantor shall be appointed by any state or federal court, and the petition for the appointment of such receiver shall not be vacated within thirty (30) days of such appointment, or if any property or assets of Lessee or any such guarantor shall be attached or become subject to a lien or encumbrance which shall not be vacated within thirty (30) days thereafter, then, and in any such event, this Agreement shall be deemed to have been breached by Lessee, and Lessor shall have the option of terminating this Agreement in accordance with the provisions of Section 21 hereof.

Section 17. Termination on Default. In addition to any other rights and remedies of Lessor specifically set forth herein, in the event that (a) any material representation made by Lessee to Lessor in connection with this Agreement shall prove to have been false or misleading, in any material way, when made; or (b) Lessee shall violate any of the terms or conditions herein contained and shall not remedy such violation within a period of five (5) days from the receipt of

notice from Lessor as to such violation (unless another time limit is provided) or, in the case of nonmonetary defaults which are curable within thirty (30) days, shall not have (i) notified Lessor of its intent to so cure and commenced to cure within five (5) days of the aforesaid notice and (ii) cured such default within said thirty (30) days, then Lessor shall have the right either to cure Lessee's default, if possible, and charge the cost and expense thereof to Lessee's account, or, at Lessor's election, to terminate and end the privileges granted under this Agreement. Upon any such termination, Lessor may immediately and summarily without resort to any court proceeding remove Lessee or any other person from the Property. Lessee shall reimburse Lessor for reasonable attorneys' fees and other related costs as a result of Lessee's breach or violation as herein provided. In the event that Lessee fails to make any payments within five days of the date when due hereunder, then from and after five days from the date such amount is due and owing (and whether or not notice of the failure of such payment has been given), interest shall accrue on the amount so due at a rate equal to ten (10%) percent per annum.

Section 18. Remedies. The remedies specified in this Agreement are cumulative and are not intended to limit or exclude either party's right to seek and obtain any available remedy at law or in equity, including injunctive relief in case of any threatened breach by the other of any provision of this Agreement. Lessee waives the right to trial by jury in any action brought by Lessor against Lessee.

Section 19. Assignment, Sublicense, and Transfer. Lessee shall not, without the prior written consent of Lessor, which Lessor in its sole discretion may withhold, either sell, assign, mortgage, or transfer, by operation of law or otherwise, this Agreement, or

- (a) Sublicense all or any of the space allotted to Lessee, or any part thereof, or
- (b) Permit any of the foregoing to occur, or permit the said space to be occupied by anyone other than Lessee and Lessee's employees or employees of Lessor's parent, affiliates or subsidiaries.

In the event Lessor so consents, Lessee shall continue to remain liable for all of Lessee's obligations hereunder until the end of the term hereof.

Any assignment or transfer of this Lease to Wild Country, Inc. an Illinois Corporation, or Midwest Diving, Inc. shall be allowed and consent shall be deemed given by Lessor.

Section 20. Waiver. Failure of Lessor to charge any item to Lessee's account at the correct time shall not operate as a waiver of the right to charge such item, nor of Lessee's obligation therefore, nor shall Lessor's receipt of any payment from Lessee operate as a waiver of any rights of Lessor to enforce any other payment previously due or which may hereafter become due, or of any rights of Lessor to terminate this Agreement or to exercise any right which may otherwise be available to Lessor. No waiver by Lessor or Lessee of any breach of any provision of this Agreement shall operate as a waiver of any other prior or subsequent breach thereof, or of the provision itself, or of any other provision.

Section 21. Amendments. This Agreement cannot be altered, modified, or discharged except by an agreement in writing signed by the party against whom enforcement of the alteration, modification, or discharge is sought.

Section 22. Notices. All notices and demands made pursuant to this agreement shall be mailed or delivered to Lessor at the following address:

Town Clerk
100 East Phoenix Ave.
P.O. Box 589
Normal, Illinois 61761

(with a copy to the Director of Downtown Development)

and to Lessee at the following address:

203 South Linden
Normal, IL 61761

Notices and demands must be in writing and may be given by registered or certified mail or in person, subject to receipt therefore. Either party may notify the other in writing of a change of address to which all notices and demands shall thereafter be directed, provided that such new address shall be in the State of Illinois.

Section 23. Legal Effect of Agreement. It is expressly understood and agreed that Lessee is an independent contractor and that Lessor and Lessee shall not be construed to be partners or joint venturers, nor shall the relationship of the parties be construed as a principal-agent, or employer-employee relationship for any purpose whatsoever,

Section 24. Jurisdiction. The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement.

Section 25. Captions or Headings. The section captions or headings throughout this Agreement are for convenience and reference only, and the words contained therein shall not in any way be held to explain, modify, amplify, or add to the interpretation, construction, or meaning of the provisions of this Agreement.

Section 26. Successor and Assigns. The terms of this Agreement shall be binding upon Lessor and its successors and assigns, and upon Lessee and its successors, heirs, executors, and administrators, as the case may be, and if Lessor has consented in writing to an assignment of this Agreement by Lessee, the terms of this Agreement shall be binding upon such assignee of Lessee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned.

LESSOR: TOWN OF NORMAL

By: Christopher A. ...
Its Mayor

Attest: Wendell J. Bygg
Its City Clerk

LESSEE:

By: Richard L. Smith

Print Name: Richard L. Smith

By: Noreen Smith

Print Name: Noreen Smith

Exhibit A

Parcel 14-28-438-007

203 South Linden

Lot 1 and the North 30 feet of Lot 2 in Block 13 in the Original Town of Normal, in McLean County, Illinois, and beginning at the Northeast corner of Lot 1 in Block 13 of the Original Town of Normal, Illinois, thence North 10 feet along the northerly extension of the East line of said Block 13, thence Southwest 40 feet parallel to the Northwest line of said Block 13, thence South 10 feet parallel to said East line of the Northwest line of said Block 13, thence Northeast 40 feet along the Northwest line of said Block 13 to the point of beginning, in McLean County, Illinois.

11/11/11

ANTENNA/COMMUNICATIONS

LEASE AGREEMENT

**TOWN OF NORMAL, ILLINOIS, A MUNICIPAL CORPORATION
LANDLORD**

TO

**SOUTHWESTERN BELL MOBILE SYSTEMS, LLC
D/B/A CINGULAR WIRELESS,
A DELAWARE LIMITED LIABILITY COMPANY
TENANT**

Table of Contents

1. DEMISE
2. TERM; RENEWALS; APPROVALS
3. RENTAL
4. USE
5. INITIAL PAYMENT; TERMINATION
6. MECHANICS' LIENS
7. INSURANCE
8. REPAIR AND MAINTENANCE
9. UTILITIES; SURVEY
10. REMOVAL OF IMPROVEMENTS
11. MANAGEMENT OF SITE ENGINEERING
12. COMPLIANCE WITH LAWS
13. WAIVER, RELEASE AND INDEMNITY
14. DEFAULT
15. FIRE AND CASUALTY
- 16.. WAIVER OF LANDLORD'S LIEN
17. ASSIGNMENT
18. MISCELLANEOUS

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of this _____ day of _____, 2002 by and between the Town of Normal, Illinois, a municipal corporation, with its principal place of business at 100 East Phoenix Avenue, Normal, Illinois 61781 ("Landlord"), and Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless, a Delaware limited liability company, with its principal place of business at 2500 Coit Road, Springfield, Illinois 62707 ("Tenant").

WITNESSETH:

WHEREAS:

- A. Landlord owns a parcel of land in Normal, Illinois located at the intersection of Gregory and Adelaide Roads, McLean County, Illinois (the "Parcel") as more particularly described in Exhibit "A" attached hereto; and
- B. Tenant desires to lease space measuring approximately seventy-five (75') feet by seventy-five (75') feet on the Parcel (the "Leased Premises") for the purpose of Tenant's construction, operation and maintenance of a telecommunications facility, ("Tenant's Facility") consisting of a monopole (the "Tower") upon which Tenant's antennas, transmission lines and other equipment will be installed, and a shelter (the "Shelter") in which Tenant's radio and other equipment will be placed, all subject to the terms and conditions of this Lease.
- C. Landlord and Tenant desire to enter into this Lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. LEASED PREMISES; INGRESS AND EGRESS; UTILITIES

- A. The Leased Premises shall consist of that portion of the Parcel as more particularly described and shown on Exhibit "B" attached hereto.
- B. Tenant shall also have a non-exclusive right of ingress and egress to and from the Leased Premises as depicted on Exhibit "B," from and to the nearest public road or right-of-way upon and across the other areas on the Parcel for the purposes set forth herein. Because Landlord uses the existing driveway on the Parcel for emergency fire and ambulance services it is imperative that Tenant's activities not interfere with Landlord's use of the Parcel, including Landlord's use of the non-exclusive ingress/egress route granted to Tenant under this Lease as depicted on Exhibit "B." Tenant agrees to keep the ingress/egress route open for such emergency services at all times. Tenant shall not stack construction vehicles on the ingress/egress route. Landlord agrees to permit Tenant ingress and egress at other locations on the Parcel if necessary during construction to keep the

designated ingress/egress route open for use by Landlord. Tenant agrees to repair any damage caused by Tenant's use of the designated ingress/egress route or any alternative route used by Tenant.

- C. Tenant shall be permitted to access electric and telephone services (collectively, the "Utilities") serving the Parcel, provided that Tenant's access to and use of such Utilities shall be paid for at Tenant's sole cost and expense and in accordance the provisions of paragraph 9 hereof.

2. TERM: RENEWALS: APPROVALS:

2.1 (a) This Lease shall be effective as of the date on which Landlord receives a fully executed copy of this Lease ("Effective Date"). The original term of the Lease (the "Original Term") shall be for five (5) years commencing on the date upon which Tenant obtains the Approvals (as defined herein) and notifies Landlord that it is ready to begin construction of its Facility on the Leased Premises (the "Commencement Date"). Unless otherwise agreed between Landlord and Tenant, Tenant shall not be entitled to commence construction or installation of any Improvements (as hereinafter defined) until the Commencement Date.

(b) Tenant shall be responsible, at its sole cost and expense, to obtain all final, unappealed and unappealable federal, state, county and municipal approvals, licenses and certificates as are necessary to construct, operate and maintain the Improvements, including by way of example, but not by way of limitation, zoning approvals, land development approvals and building permit approvals (collectively, the "Approvals"). Tenant shall diligently and in good faith pursue the granting of such Approvals. Provided Tenant obtains the Approvals, Tenant shall promptly provide Landlord with written notice thereof, together with a copy of the Approvals. Tenant recognizes and agrees that Landlord has made no representations or warranties relating to the possibility or likelihood of Tenant obtaining any or all of the Approvals. In the event that Tenant determines, in the exercise of its reasonable judgment, that it will be unable to obtain the approvals within one hundred and eighty (180) days of the Effective Date, Tenant may, by providing written notice to Landlord at any time prior to the expiration of the of the one hundred and eighty (180) day period; (i) terminate this Lease or (ii) request that Landlord agree to extend the time period within which Tenant may obtain the Approvals for an additional one hundred eighty (180) days. If Tenant elects to extend the time period as aforesaid, Tenant shall continue to diligently and in good faith pursue the grant of the Approvals. In the event that Tenant determines, in the exercise of its reasonable judgment, that it will be unable to obtain the Approvals within three hundred and sixty (360) days following the Effective Date, Tenant may terminate this Lease by providing written notice thereof to Landlord.

2.2 Tenant shall have the option to renew the Original Term of the Lease for up to four (4) additional terms of five (5) years (each a "Renewal Term" and

collectively the "Renewal Terms"), upon the terms and conditions set forth herein. The Original Term, as extended by the Renewal Terms, is herein referred to as the "Term." The Lease shall automatically be renewed for each successive Renewal Term unless Tenant shall notify Landlord of Tenant's intent not to renew the Lease, which notice shall be given no later than one hundred twenty (120) days prior to the expiration of the then-current Term. Absent such notice by Tenant, the Lease shall automatically renew without the necessity of any notice.

- 2.3 If this Lease has not been terminated as provided herein and remains in effect at the expiration of the last Renewal Term, then upon the mutual agreement of the parties, this Lease shall continue in full force and effect upon the same terms and conditions including Rent, for continuous terms of one (1) year each (the "Additional Terms"), unless and until this Lease is terminated by either party giving written notice to the other party of its intent to terminate this Lease, which notice shall be given not less than six (6) months prior to the end of the then-current Additional Term.

3. RENT:

- 3.1 Beginning on the Commencement Date, the Rent to be paid by Tenant to Landlord during each year of the Original Term, shall be Twenty-four Thousand and No/100's Dollars (\$24,000.00). Thereafter, Rent shall increase on each anniversary of the Commencement Date by an amount equal to three percent (3%) over the Rent payable for the immediately preceding year.
- 3.2 Rent shall be paid to Landlord in advance on the first day of each month.

4. USE:

- 4.1 Tenant shall use the Leased Premises solely for the purposes of installing, constructing, maintaining, repairing, replacing and operating its Telecommunications Facility (also known as a "Cell Site") at Tenant's sole cost and expense. Tenant shall not be permitted to use the Leased Premises for any other purpose without Landlord's prior written consent, which consent may be given, withheld, delayed or conditioned as may be determined by Landlord in the exercise of Landlord's sole opinion and discretion. Tenant shall not construct, install or operate any Improvement not described/depicted or referenced on Exhibit "B" or "C" without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant shall, at its sole expense, construct, install, operate and maintain the Cell Site in a safe and proper operating condition and within industry accepted safety standards, in good order and repair and in compliance with all federal, state, county and local laws, ordinances and requirements. Tenant covenants and agrees that the Cell Site and the installation, operation and maintenance thereof will not

interfere with Landlord's use of the Parcel (including any Landlord-owned improvements thereon).

4.2 Improvements: Landlord shall have the right to place communication antennas and other equipment on the leased parcel as long as the same do not interfere with Tenants use. Tenant shall at no cost to Landlord mount Landlord's antennas on Tenant's monopole.

5. TENANT'S INSPECTION; LEASE TERMINATION:

5.1 Prior to the Effective Date, Tenant may, at Tenant's sole cost and expense, inspect the Leased Premises, conduct a survey or a soil test on the Leased Premises, and/or conduct any and all tests deemed necessary by Tenant in order for Tenant to utilize the Leased Premises as contemplated under this Lease. Tenant shall not make any physical changes to the Leased Premises or the Landlord improvements erected thereon without Landlord's prior written consent. Tenant assumes all risk of loss or damage to the Leased Premises, the Parcel and the Landlord improvements erected thereon for any damage to property and/or injury or death to any person occurring in connection with the performance of any such tests and agrees to indemnify, defend, hold harmless and indemnify Landlord from any and all damages, actions, suits, demands, costs, expenses, judgments, claims, causes of action, liabilities and indebtedness of any kind or nature whatsoever, including reasonable attorney's fees, which may arise, result or are to any extent attributable to the entry of Tenant, its agents or employees upon the Leased Premises pursuant to this Section 5.1. Tenant shall restore the Leased Premises to its former condition after completion of all inspections conducted on the Leased Premises. If such inspections reveal any conditions which, in the exercise of Tenant's reasonable judgment, will not permit Tenant to use the Leased Premises for the purposes described herein, Tenant may terminate this Lease by providing written notice thereof to Landlord within thirty (30) days after the Effective Date.

6. MECHANICS' LIENS:

6.1 Tenant shall not suffer or permit any mechanics', laborers' or materialmen's liens to be filed against the Parcel, the Leased Premises, or any part thereof by reason of any work, labor, services, supplies or materials requested by or claimed to have been requested by Tenant, or Tenant's sub-lessees (if permitted hereunder), agents or employees. Tenant, at Tenant's sole cost and expense, shall cause all contractors, subcontractors and materialmen to execute, deliver and record such mechanic's lien waivers and other documents as are necessary to irrevocably waive all rights of any of the foregoing parties to file or record any mechanics', laborers', or materialmen liens against the Parcel, Leased Premises, Improvements, or any part thereof. If such liens shall at any time be so filed, Tenant, at its sole cost and expense, shall within thirty (30) days after notice of filing thereof, cause it or them to be canceled and discharged of record or

Tenant may escrow with Landlord or any person designated by Landlord an amount or otherwise provide security acceptable to Landlord to ensure the discharge of the lien. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all damages, actions, suits, demands, costs, expense, judgments, claims, causes of action, liabilities and indebtedness of any kind or nature whatsoever, including reasonable attorney's fees, arising out of or in connection with such liens or claims. Landlord reserves the right, without first contesting their validity, to pay, satisfy, or discharge any and all such liens or claims, and any amounts so paid shall be so deemed an advance to, or a loan to, Tenant under this Lease and shall draw interest at the rate of 9% per annum, or such higher amount as may be allowed by statute.

7. INSURANCE:

7.1 Tenant shall, during the Term hereof, maintain and cause all of its contractors, subcontractors or third parties performing work or operations on the Leased Premises to maintain insurance in the amounts and coverages set forth in Exhibit "C" with insurance companies reasonably approved by Landlord so as to insure Tenant, Landlord and any such third party from all losses, damages, actions, suits, demands, costs, expenses, judgments, claims, causes of action, liabilities and indebtedness of any kind or nature whatsoever, including reasonable attorney's fees, for damages to property, including environmental damage, and for personal injury, including death, which may arise from any act (or failure to act) arising out of or in connection with the performance of work or any operation on the Leased Premises, except if the same arises solely from the acts or omissions of Landlord, its agents or servants. Tenant agrees to furnish certificates of Tenant's insurance to Landlord prior to the Commencement Date hereof, which shall be a condition precedent to the commencement of this Lease. All of Tenant's insurance policies, including any renewals thereof, shall provide that such coverage shall not be canceled or materially changed without a minimum of thirty (30) days notice to Landlord, shall name Landlord as an additional insured, shall contain a provision denying to the insurer subrogation rights against Landlord, its agents and employees (with the exception of the Workers' Compensation Insurance, if prohibited by law), and shall be primary and not contributory. Tenant's contractors, subcontractors or third-parties shall not be permitted to commence any work or operations on the Leased Premises unless and until such contractor, subcontractor or third party has produced to Landlord a certificate or certificates of insurance evidencing that the insurance coverages required by this paragraph are maintained and are in full force and effect.

8. REPAIRS AND MAINTENANCE:

8.1 Tenant agrees to protect the Leased Premises and the Cell Site and shall, at its sole cost and expense, promptly repair any damage to the Leased

Premises, the Cell Site, the Parcel or any improvements on the Parcel caused by an act or omission of Tenant, Tenant's agents, employees, contractors or subcontractors. Landlord shall continue to maintain the Parcel in its usual and customary manner. Any repairs effected by Tenant pursuant to this paragraph shall be done to the reasonable satisfaction of Landlord..

9. UTILITIES: SURVEY:

9.1 Tenant agrees that Tenant's Utilities must be installed underground at the Leased Premises, and Landlord shall have the right to review and approve the location and path of any necessary trench or other excavation prior to the commencement of digging by Tenant, which approval shall not be unreasonably withheld. If and after Landlord's approval is obtained, Tenant shall perform any trenching or excavation in a prompt, proper and workmanlike manner so as to avoid any interference with Landlord's underground water mains and other property or facilities located at the Parcel. Landlord hereby agrees to execute and deliver any licenses or agreements that may be necessary for the utility companies to provide Tenant's Utilities, provided Tenant reimburses Landlord for its actual out-of-pocket costs and expenses, including reasonable attorneys' fees, to accomplish the same.

9.2 Tenant shall have the right at its own cost and expense to survey the Leased Premises, at a time mutually convenient to the parties. Tenant assumes all risk of loss or damage to the Leased Premises and the Parcel, any injury to any property and any injury or death to any person, occurring in connection with the performance of the survey and agrees to indemnify, hold harmless and release Landlord from and against any and all damages, actions, suits, demands, costs, expenses, judgments, claims, causes of action, liabilities and indebtedness of any kind or nature whatsoever, including reasonable attorney's fees, which may arise or result therefrom, except for such as are caused solely by the acts or omissions or Landlord, its agents or servants. If Tenant elects to survey the Leased Premises, Tenant shall provide Landlord with at least two (2) days advance notice of Tenant's election and shall provide Landlord with a copy of the survey, at no cost to Landlord.

10. REMOVAL OF IMPROVEMENTS:

10.1 It is expressly acknowledged and agreed that the Equipment comprising the Cell Site will be and shall remain the personal property of Tenant. Notwithstanding anything contained herein to the contrary, on or before the expiration or termination of the Term hereof, Tenant shall remove all of its Equipment comprising the Cell Site at Tenant's sole cost and expense and shall restore the Leased Premises to the condition (insofar as is practically possible) in which it existed on the Commencement Date, reasonable wear and tear and insured casualty excepted.

11. MANAGEMENT OF SITE ENGINEERING:

11.1 (a) Tenant covenants and agrees that neither the Cell Site nor Tenant's activities on the Leased Premises will cause interference to: (i) any of Landlord's (and those of other tenants currently leasing space on the Parcel) current operations, activities or systems at the Parcel, including but not limited to any HVAC, elevator, telephone, television, radio, computer, electric, electronic, communication or telecommunication systems; or (ii) the owners and occupiers of adjoining and neighboring properties, including but not limited to any of their HVAC, elevator, telephone, television, radio, computer, electric, electronic, communication or telecommunication systems. Tenant agrees to promptly eliminate any such interference, without any cost to Landlord within seventy-two (72) hours of Tenant's receipt of written notice from Landlord.

(b) The parties agree that Landlord may lease additional space on the Parcel to future entities for, among other things, installing and operating communications sites for the purposes of receiving and transmitting wireless communication signals ("Future Tenants") Landlord agrees that all leases or other agreements between Landlord and each Future Tenant shall contain (i) a provision prohibiting the Future Tenant from engaging in any activity which will cause interference to Tenant's operation at the Parcel, as such operation is being conducted at the time that the Future Tenant executes a lease or other agreement with Landlord and (ii) a provision providing that Tenant is intended to be a third-party beneficiary of the foregoing provision insofar as that provision relates to Tenant's operations at the Parcel aforesaid and, further, that Tenant shall have the right to enforce the terms thereof, including, without limitation, the right to institute legal action, at law, in equity, or otherwise, against the Future Tenant causing such interference. This provision shall not apply to the extent that Tenant's operations are not within the technical parameters specified by the FCC and/or Tenant's equipment's manufacturer and the interference results therefrom. Tenant agrees that Landlord shall have no liability to Tenant for any interference caused by any Future Tenant as aforesaid and that Landlord shall not be required to institute any action, at law, in equity or otherwise against any such Future Tenant.

(c) Tenant agrees that, after the Interference Date, Tenant will not change, modify or otherwise alter its operation at the Parcel so as to cause any interference to any Future Tenants' then-existing operations at the Parcel. It is specifically intended that all Future Tenants are intended to be third-party beneficiaries of this provision insofar as this provision relates to such Future Tenants' operations at the Parcel as aforesaid and all Future Tenants shall have the right to enforce the terms hereof, including, without limitation, the right to institute any legal action, at law, in equity or otherwise, against Tenant. The right of Future Tenants to enforce the terms of this Lease shall not be deemed a waiver of, nor abridgement of, the right of Landlord

hereunder to institute any legal action in equity or otherwise, against Tenant, nor shall Landlord have any obligation to institute any such legal action. This provision shall not apply to the extent that any Future Tenants' operations are not within the technical parameters specified by the FCC and/or the equipment's manufacturer and the interference results therefrom.

(d) If Tenant is unable to eliminate the interference set forth in the paragraph 11.1, then Landlord may (but shall not be obligated to) waive Landlord's rights hereunder in which event this Lease shall continue in full force and effect. Should Landlord elect to waive Landlord's rights hereunder, Landlord shall provide Tenant with written notice specifying the nature, type and amount of the interference by Tenant with respect to which Landlord is waiving its rights hereunder. Any such waiver by Landlord shall not constitute and shall not be construed as a waiver to any other breach of this paragraph caused by any new, additional or different interference by Tenant.

11.2 Tenant agrees to cooperate with any reasonable frequency management policies and procedures imposed in good faith by Landlord from time to time, provided such policies and procedures do not materially increase the obligations of Tenant or materially diminish its rights under this Lease.

11.3 In the exercise of the rights conveyed to Tenant, it is understood and agreed that Tenant will not interfere with Landlord's use of the Parcel. Landlord agrees that Tenant's current proposed use, as set forth in this Lease and the Exhibits attached hereto, will not interfere with Landlord's use.

12. COMPLIANCE WITH LAWS:

12.1 (a) Tenant covenants and agrees to comply with all applicable government laws, rules, regulations and orders respecting the Improvements and the use, operation and maintenance thereof including but not limited to those of the Federal Aviation Administration ("FAA"), the Federal Communications Commission ("FCC"), and the United States Environmental Protection Agency ("USEPA"). Tenant hereby covenants and agrees to indemnify and save Landlord harmless from and against any and all damages, actions, suits, demands, costs, expenses, judgments, claims, causes of action, liabilities and indebtedness of any kind or nature whatsoever, including reasonable attorney's fees, that Landlord may suffer or sustain as a result of a breach by Tenant of the covenants or agreements set forth in this paragraph 12(a).

(b) Landlord covenants and agrees to comply with all future and applicable notices requiring compliance with governmental laws, rules, regulations and orders respecting the use, operation and maintenance of its operations that are unrelated to Tenant's Improvements at the Parcel including, but not limited to those of the FAA, FCC, and EPA. Landlord here covenants and

agrees to indemnify and save Tenant harmless from and against any and all damages, actions, suits, demands, costs, expenses, judgments, claims, causes of action, liabilities and indebtedness of any kind or nature whatsoever, including reasonable attorney's fees, that Tenant may suffer or sustain as a result of a breach by Landlord of the covenants or agreements set forth in this paragraph 12(b).

13. WAIVER, RELEASE AND INDEMNITY:

13.1 Waiver and Release.

(a) Subject to the provisions of paragraph 13.2(b) and excluding any costs or expenses which Landlord has agreed to indemnify Tenant against as set forth in said paragraph, Tenant releases Landlord, its agents and employees from, and waives any and all claims for, damage or injury to person, including death, or property and loss of business sustained by Tenant which results from or in any way relates to or arises out of Tenant's operation or proposed operation at the Leased Premises, the condition of the Leased Premises (except if such condition is caused by the intentional acts or negligence of Landlord), any activity, work or thing done by Tenant, its agents, representatives or contractors in or about the Leased Premises, any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed under this Lease or due to any other act or omission of Tenant, its assignees, invitees, employees, contractors and agents, or otherwise.

(b) Without limiting the generality of any provision set forth elsewhere in this Lease:

(i) Both parties represent and warrant that they shall not (with or without negligence) cause or permit:

(a) any violation of any Environmental Law (as hereinafter defined) in, on, at, under or about the Leased Premises, including, but not limited to, soil and ground water conditions; or

(b) the escape, disposal, release, use, generation, manufacture, refining, production, processing, storage or disposal of any Hazardous Materials (as hereinafter defined) in, on, at, under or about the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Materials, except for the use of sealed batteries for emergency back-up, any fire suppression system and small quantities of cleaning products ordinarily used by commercial business ("Permitted Substances"), provided that Tenant shall not allow the storage or use of such Permitted Substances in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage or use of such Permitted Substances, nor allow to be brought onto the Parcel any such

Permitted Substances except to use in the ordinary course of Tenant's business, and then only after written notice thereof is given to Landlord.

(c) Tenant covenants and agrees that the Leased Premises will, at all times during Tenant's use and occupancy thereof, be kept and maintained so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all state, federal or local and other governmental and regulatory authorities, agencies and bodies applicable to the Leased Premises pertaining to environmental matters, or regulating, prohibiting or otherwise having to do with Hazardous Materials or asbestos and all other toxic or hazardous wastes (collectively "Environmental Laws")

(d) Landlord covenants and agrees that the Parcel will, at all times during Tenant's use and occupancy thereof, be kept and maintained so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all state, federal or local and other governmental and regulatory authorities, agencies and bodies applicable to the Parcel pertaining to environmental matters, or regulating, prohibiting or otherwise having to do with Hazardous Materials or asbestos and all other toxic or hazardous wastes (collectively "Environmental Laws").

(e) Tenant will be solely responsible, at its sole cost and expense, to clean-up all spills and discharges of Hazardous Materials which are caused by Tenant's operations or activities on the Leased Premises or the Parcel in a manner which shall comply with all applicable Environmental Laws. Tenant shall notify Landlord in writing of all such incidents. Tenant shall immediately deliver to Landlord a copy of any summons, citation, directive, notice, complaint, letter or other communication from any federal, state or local environmental agency, concerning any alleged violations of any Environmental Laws on the Parcel, or concerning any investigation or request for information relating to the use, generation, handling, treatment, storage or disposal of Hazardous Materials in connection with the Parcel.

(f) Landlord will be solely responsible, at its sole cost and expense, to clean-up all spills and discharges of Hazardous Materials which are caused by Landlord's operations or activities on the Leased Premises or the Parcel in a manner which shall comply with all applicable Environmental Laws.

(g) Tenant will indemnify, defend and hold harmless Landlord, its agents and employees, from and against any and all liabilities, expenses, penalties, fines, claims, demands, liabilities, costs,

assessments, expenses (including reasonable attorney's, engineer's and consultant's fees) which Landlord shall or may incur by reason of Tenant's failure to comply with this Section, including, but not limited to, the cost of bringing the Leased Premises into compliance with all laws, the reasonable cost of all appropriate tests and examinations of the Leased Premises to confirm that the Leased Premises has been brought in compliance with all laws. This indemnity specifically includes all reasonable costs, expenses and fees incurred by Landlord in connection with any investigation, clean-up, removal, remediation or restoration of the Leased Premises. This indemnification shall survive the expiration or earlier termination of this Lease.

(h) Landlord will indemnify, defend and hold harmless Tenant, its agents and employees, from and against any and all liabilities, expenses, penalties, fines, claims, demands, liabilities, costs, assessments, expenses (including reasonable attorney's, engineer's and consultant's fees) which Tenant shall or may incur by reason of Landlord's failure to comply with this Section, including, but not limited to, the cost of bringing the Parcel into compliance with all laws. This indemnity specifically includes all reasonable costs, expenses and fees incurred by Tenant in connection with any investigation, clean-up, removal, remediation or restoration of the Parcel. This indemnification shall survive the expiration or earlier termination of this Lease.

(i) For purposes hereof, Hazardous Materials shall mean: (i) any "hazardous substance", "pollutant" or "contaminant" as defined in the Comprehensive Environmental Response and Compensation and Liability Act or any regulations promulgated in connection herewith; (ii) any hazardous substance, hazardous waste, product or pollutant, as those terms are defined in applicable federal, state or local law, including, without limitation, the Illinois Hazardous Substance Act (415 ILCS 5/3.14, 5/3.15); (iii) any substance containing petroleum as that term is defined in the Resource Conservation and Recovery Act or any regulations promulgated in connection therewith; or (iv) any other substance for which any federal, state or local or other governmental or regulatory authority, agency or body requires special handling in its collection, storage, transfer, use, treatment or disposal.

(j) Landlord agrees to indemnify, defend and hold harmless Tenant, its agents and employees, from and against any cost or expense arising from any personal injury or property damage at the Leased Premises which results from or arises out of any intentional act of Landlord, except to the extent that such damage may be due to or caused by the intentional or negligent acts of Tenant, its agents or

employees. This indemnification shall survive the expiration or earlier termination of this Lease.

(k) The parties expressly agrees that, notwithstanding any other provision of this lease, under no circumstances (except for intentional acts by either party) shall either party, its agents or employees, be liable, under any theory of recovery, whether based on contract, negligence of any kind, strict liability in tort or otherwise, for loss of profits or revenue or for any indirect, special, punitive, incidental or consequential damages incurred by either party.

(l) Notwithstanding anything to the contrary herein, the Landlord reserves the right to raise any and all defenses and immunities permitted under the Local Government Employees Tort Immunity Act or permitted at common law.

14. DEFAULT:

14.1 Event of Default. The following shall be considered an "Event of Default":

- a. If Tenant shall default in the payment of any part of the Rent or any additional rent or any installment thereof, within ten (10) days after Tenant's receives notice from Landlord of any such monetary default; or
- b. If either party fails in the observance or performance of any of its covenants, agreements or conditions contained in this Lease which the defaulting party fails to cure within thirty (30) days (or such longer time as may be reasonably necessary); or
- c. The filing of a petition by or against either party for an adjudication as a bankrupt or insolvent, or for either party's reorganization, or for the appointment of a receiver or trustee of either party's property; an assignment by either party for the benefit of creditors; or the taking of possession of the property of either party by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of either party; the commencement of levy, execution or attachment proceedings against either party or a substantial portion of either party's assets; the commencement of levy, execution, attachment or other process of law upon or against the estate created in either party under this Lease.
- d. If Landlord (i) takes any action in contravention of this Lease or which impairs or threatens to impair (x) Tenant's exercise of its rights under this Lease, or (y) Tenant's use of the Leased Premises, or (ii) fails to take any action required by this Lease or required to preserve and maintain (x) Tenant's rights under this Lease, or (b) Tenant's ability to use the Premises and fails to cure such default within thirty (30) days from the date Landlord receives notice from Tenant thereof.

14.2 Remedies of Landlord. If any Event of Default occurs, and Tenant fails to cure such Default within the time permitted under this Lease, then and in each such case, Landlord may treat the occurrence of such Event of Default as a breach of this Lease and, in addition to any and all other rights or remedies of Landlord in this Lease or at law or in equity provided, it shall be, at the option of Landlord without further notice or demand of any kind to Tenant or any other person

a. The right of Landlord, even though it may have relet the Leased Premises as herein below provided to declare the Term ended and reenter the Leased Premises and take possession thereof and remove all persons therefrom and Tenant shall have no further claim thereof or thereto. Landlord shall, notwithstanding any such termination of this Lease, be entitled to recover from Tenant as damages (all of which shall be immediately due and payable) any unpaid Rent due and owing as of the date of termination plus an amount equal to the loss of Rent for the balance of the then current Term.

b. The right of Landlord to bring suit for the collection of Rent, as it accrues pursuant to the terms of this Lease, and damages (including, without limitation, reasonable attorney's fees) without retaking possession of the Leased Premises or canceling this Lease or after retaking possession of the Leased Premises and/or canceling this Lease; or

14.3 Remedies of Tenant: If Landlord fails to cure any Default within the time permitted under this Lease, then and in each such case, in addition to any and all other rights or remedies of Tenant in this Lease or at law or in equity, Tenant may declare the Lease terminated, following which Tenant shall remove its Equipment from the Leased Premises and both parties will be relieved of any further obligations under this Lease.

14.4 Fees and Expenses. If either party shall default in the performance of any covenant on its part to be performed by virtue of any provision in this Lease, and if in connection with the enforcement of the other party's rights or remedies, the other party shall properly and reasonably incur fees and expenses for services rendered (including reasonable attorney's fees), then such fees and expenses shall be immediately reimbursed by the party in default.

14.4 Miscellaneous.

a. Landlord shall be entitled to receive, and Tenant shall be obligated to pay, as additional rent hereunder, upon demand, interest at the rate of nine (9%) percent per annum upon any delinquent Rent or other sums due from Tenant under this Lease computed from the first day of such delinquency until the date of payment.

- b. Landlord and Tenant hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way connected with this Lease, their relationship as Landlord and Tenant, Tenant's use and occupancy of the Leased Premises, and/or any claim of injury or damage.
- c. Mention in this Lease of any particular remedy shall not preclude either party from pursuing any other remedy at law or in equity to which it may be entitled and all remedies shall be concurrent and not exclusive.

14.5 Holdover Rent. In the event that Tenant fails to surrender the Leased Premises upon the expiration or termination of this Lease, the then-current annual base rental amount along with all additional rent and all other charges imposed by this Lease shall be increased by one hundred percent (100%) during any holdover period. This provision shall not constitute any permission for Tenant to holdover.

15. FIRE AND CASUALTY:

15.1 If all or a substantial part of the Parcel, and/or the Leased Premises is rendered untenable by reason of fire or other casualty, Tenant may, at its option, either restore the Leased Premises, or terminate this Lease effective as of the date of such fire or other casualty. Tenant agrees to give Tenant written notice within sixty (60) days after the occurrence of any such fire or other casualty designating whether Tenant elects to so restore or terminate this Lease. If Tenant elects to terminate this Lease, Rent shall be paid through and apportioned as of the date of such fire or other casualty. If Tenant elects to restore, this Lease shall continue in full force and effect; provided, however, that if Tenant's ability to use the Leased Premises for the purposes contained herein is materially and adversely affected by reason of fire or other casualty, Rent shall be abated proportionately.

16. WAIVER OF LANDLORD'S LIEN:

16.1 Landlord waives any lien rights it may have concerning the improvements which are deemed to be Tenant's personal property and not fixtures. Tenant shall have the right to remove the improvements by providing Landlord with at least sixty (60) days advance written notice thereof, provided that such removal shall be done in accordance with the provisions of paragraph 16 hereof. Tenant's obligations hereunder (including, without limitation, the obligation to pay rent and all other sums due or payable hereunder) shall remain in full force and effect, regardless of whether Tenant removes the improvements.

17. ASSIGNMENT OR SUBLETTING:

- 17.1 Landlord may assign this Lease upon written notice to Tenant and said assignee will be responsible to Tenant for the performance of all the terms and conditions of Landlord under this Lease. Any such assignment shall be subject to Tenant's rights under this Lease. If such assignment is made, Landlord shall be relieved of all future liabilities hereunder and Tenant shall look solely to such assignee for the performance of Landlord's obligations under this Lease after assignment. Nothing herein shall relieve Landlord of any obligation arising hereunder prior to the date of such assignment or of future liability arising from Landlord's acts or omissions during that period.
- 17.2 Landlord agrees that Tenant may assign all rights, benefits, duties and obligations under this Lease, upon written notice to Landlord, to any of its affiliates, subsidiaries or parent companies or to any entity which acquires substantially all of the assets of Tenant in the service market where the Leased Premises are located. If Tenant assigns this Lease as herein above provided, Tenant shall be relieved of all future liabilities hereunder and Landlord shall look solely to such assignee for the performance of the Lease after assignment. Nothing herein shall relieve Tenant of any obligation arising hereunder prior to the date of such assignment or future liability arising from Tenant's acts or omissions prior to such assignment. Tenant shall not, without Landlord's prior written consent, which consent will not be unreasonably withheld or delayed, assign any rights, benefits, duties and obligations under this Lease except as permitted under this Section.
- 17.3 Tenant may sublease space at the Leased Premises without Landlord's prior written approval and in such event, Tenant agrees to pay Landlord an amount equal to 25% of the rents received by Tenant by and from such subleasees. Tenant shall indemnify and save Landlord harmless by virtue of any utilization of the tower by any party other than Tenant.

18. MISCELLANEOUS:

- 18.1 Entire Agreement. This Lease contains all agreements, promises and understandings between Landlord and Tenant. No verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the parties.
- 18.2 Authority. Landlord represents that Landlord is the owner of the Parcel and has the full right, power and authority to enter into, execute and deliver this Lease. The undersigned individuals represent that they have the right, power, and authority to bind Landlord. Tenant represents that Tenant has the full right, power and authority to enter into, execute and deliver this Lease. The undersigned individuals represent that they have the right, power and authority to bind Tenant.

18.3 Quiet Enjoyment. Landlord covenants and agrees that Tenant, on paying the Rent and any other charges due hereunder and performing the conditions and covenants herein, shall and may peaceably and quietly have, hold and enjoy the Leased Premises and the rights herein granted for the Term hereof.

18.4 Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Illinois. Parties agree that this Lease was entered in McLean County, Illinois. Any judicial proceedings brought against any of the parties to this Lease on any dispute arising out of this Lease or any matter related hereto shall be brought in the courts of County of McLean, Illinois and, by execution and delivery of this Lease, each of the parties to this Lease accepts for itself the exclusive jurisdiction of the aforesaid court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Lease.

18.5 Notices. All notices hereunder, in order to be effective, must be in writing (unless otherwise expressly provided for herein), and shall be given by either certified mail, return receipt requested, or by nationally recognized overnight courier service, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Landlord: The Town of Normal
 100 East Phoenix Avenue
 P.O. Box 589
 Normal, IL 61761-0589

To Tenant: Cingular Wireless
 6100 Atlantic Blvd.
 Norcross, GA 30071
 Attn: Network Lease Administration

with a copy to: Cingular Wireless
 2000 W. Ameritech Center Drive
 Hoffman, Estates 60195-5000
 Attn: Legal Department

18.5 Estoppel. Either party shall, from time to time, on not less than thirty (30) day's prior written request by the other, execute, acknowledge and deliver a written statement certifying that this Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification, the dates to which rentals have been paid; and whether or not to the best knowledge of the party delivering the written statement the other party is in default hereunder and if so, specifying the nature of the default. It is intended that any such statement may be relied

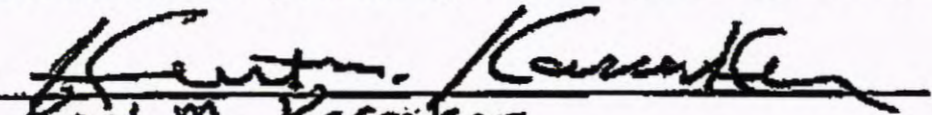
upon by the requesting party's prospective purchaser, mortgagee, subtenant or assignee.

- 18.6 Waiver. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.
- 18.7 Heirs, Successors. This Lease shall be binding upon the parties hereto, their respective successors and to the extent assignable, their assigns.
- 18.8 Agency. Tenant agrees that, if any work or operation contemplated by this Lease shall be performed by a third party, at Tenant's request, then any act or omission of such third party shall be deemed and considered an act of Tenant.
- 18.9 Legal Construction. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Lease and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been included in the Lease.
- 18.10 Exhibits. The Exhibits attached hereto and made a part hereof are a part of this Lease as if fully set forth herein. All references herein to sections, subsections, clauses, exhibits and schedules shall be deemed references to such parts of this Lease, unless the context shall otherwise require.
- 18.11 Titles and Headings. The titles and headings to sections in this Lease and the table of contents are inserted for convenience and reference only, and shall not affect the interpretation of this Lease.
- 18.12 Recording. A memorandum of Lease may be filed or recorded by either party.
- 18.13 Possession. Tenant has inspected the Leased Premises and take the same "as-is." No promise of Landlord to alter, remodel or improve the Leased Premises and no representation respecting the condition of the Leased Premises, has been made by Landlord to Tenant other than as may be expressly contained herein.
- 18.14 No Reservation or Option. The submission of this Lease by Landlord, its attorneys or agents, for examination or execution by Tenant, does not constitute a reservation of (or option for) the Parcel or the Leased Premises in favor of Tenant, and Tenant shall have no right to interest in the Parcel of the Leased Premises, and Landlord shall have no liability hereunder, unless and until this Lease is executed and delivered by Landlord.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the date first above written.

LANDLORD:

THE TOWN OF NORMAL, ILLINOIS, A MUNICIPAL CORPORATION

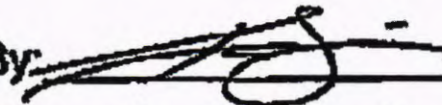
By: 
Name: Kent M. Karraker

Title: MAYOR

Date: 4/15/02

TENANT:

SOUTHWESTERN BELL MOBILE SYSTEMS, LLC
d/b/a Cingular Wireless, a Delaware Limited Company

By: 
Name: Timothy Ronzia

Title: Executive Regional Director RF Design and Planning

Date: 4/15/02

APPROVED AS
TO LEGAL FORM
TL
ATTORNEY-CINGULAR

EXHIBIT A
Legal Description of Parcel

Parcel Pln # 14-21-351-009

A part of the Southwest Quarter of Section 21 and the Northwest Quarter of Section 28, all being in Township 24 North, Range 2 East of the Third Principal Meridian described as: Commencing at the brass plug which marks the Southwest Corner of the Southwest Quarter of said Section 21, thence north 103.72 feet along the west line of said Southwest Quarter to the north right of way line of Adelaide Street as shown on dedication plat recorded as Document No. 70-3226 McLean County, Illinois, thence east 40 feet along said right of way line to the Northeast Corner thereof, said corner being also the Point of Beginning. From said Point of Beginning thence north 220 feet along the northerly extension of the east right of way line of Adelaide Street, said right of way line being 40 feet east of and parallel with the west line of said Southwest Quarter, thence east 390 feet along a line which is at right angles with the last described course, thence south 339 feet at right angles with the last described course, thence west 322.94 feet at right angles with the last described course to a point on the north right of way line of Gregory Street as shown on a dedication plat recorded as Document No. 68-9169 McLean County, Illinois, thence northwest 42.03 feet along an arc of a curve of radius 343.20 feet (said curve being concave to the southwest and forming said right of way line, the 42 foot chord of said arc forming an angle to the left of $148^{\circ}-58''$ from the last described course), thence northwest 38.57 feet along said east right of way line, said right of way line forming an angle to the left of $161^{\circ}-33'$ with the last described chord, thence northwest 23.8 feet along said east right of way line, said right of way line forming an angle to the left of $154^{\circ}-07'$ with the last described course, thence north 45 feet along said east right of way line, said right of way line forming an angle to the left of $165^{\circ}-22'$ with the last described course to the Point of Beginning containing 3.0 acres.

EXHIBIT B
Description of Site

SEE ATTACHED SITE PLAN DRAWING

EXHIBIT C
Insurance

Tenant shall, at its sole expense, obtain liability insurance issued by a company authorized to do business in Illinois, providing coverage in limits of at least one million dollars (\$1,000,000.00) in the event of bodily injury or death, or property damage, or both, as a result of any one accident or occurrence on the Leased Premises, and Worker's Compensation and Automobile Liability Insurance in such amounts as are adequate to protect Lessor against liability for injury or death of any person in connection with the use, operation and/or condition of the Lease Premises. Tenant shall list Landlord as an additional insured party on such insurance policy or policies, and shall send a certificate to the Normal Town Clerk.



April 22, 2002

Ms. Kay Robinson
Acquisition Administrator
Cingular Wireless
2500 Colt Road
Springfield, IL 62707

Re: Lease Agreement between the Town of Normal, Illinois and Southwestern Bell
Mobile Systems, LLC

Dear Kay:

Enclosed please find the following documents:

1. Four duplicate originals of the Lease executed by Mayor Kent M. Karraker.
2. Certified copy of Resolution No. 3122 – A Resolution Authorizing Execution of an Antenna/Communications Lease Agreement from the Town of Normal to Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless.
3. Form W-9 executed by Ron Hill, Finance Director for the Town of Normal.

Please have the originals of the Lease executed and return two fully executed copies of the same to my attention.

Thank you for your cooperation in this matter. If you have any questions or concerns, please feel free to contact me.

Very truly yours,



Steven D. Mahrt
Corporation Counsel

SDM/cml
Enc.

"Committed to Service Excellence"

100 East Phoenix Avenue • Post Office Box 589 • Normal, Illinois 61761-0589
Telephone (309) 454-2444 • Fax (309) 454-9609 • TDD (309) 454-9630
www.normal.org

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Business name (Sole proprietors see instructions on page 2.)
TOWN OF NORMAL

Please check appropriate box Individual/Sole proprietor Corporation Partnership Other **Local Government**

Address (number, street, and apt. or suite no.)
100 E. Phoenix Ave

City, state, and ZIP code
Normal, IL 61761

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
+ +

OR

Employer identification number
371610011605

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See Part II Instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign Here Signature **Ben Hill** Date **4-22-02**

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

WARRANTY DEED

The grantor, the Board of Regents of the Regency Universities System of the State of Illinois, a body corporate and politic organized and existing under and by virtue of the laws of the State of Illinois, for the consideration of one dollar (\$1.00) and other good and valuable consideration, does hereby convey and warrant to the Town of Normal, Illinois, a municipal corporation, the following described property:

A part of the Southwest Quarter of Section 21 and the Northwest Quarter of Section 28, all being in Township 24 North, Range 2 East of the Third Principal Meridian, described as: Commencing at the brass plug which marks the Southwest Corner of the Southwest Quarter of said Section 21, thence north 103.72 feet along the west line of said Southwest Quarter to the north right of way line of Adelaide Street as shown on dedication plat recorded as Document No. 70-8226 McLean County, Illinois, thence east 40 feet along said right of way line to the Northeast Corner thereof, said corner being also the Point of Beginning. From said Point of Beginning thence north 220 feet along the northerly extension of the east right of way line of Adelaide Street, said right of way line being 40 feet east of and parallel with the west line of said Southwest Quarter, thence east 390 feet along a line which is at right angles with the last described course, thence south 339 feet at right angles with the last described course, thence west 322.94 feet at right angles with the last described course to a point on the north right of way line of Gregory Street as shown on a dedication plat recorded as Document No. 68-9169 McLean County, Illinois, thence northwest 42.03 feet along an arc of a curve of radius 343.20 feet (said curve being concave to the southwest and forming said right of way line, the 42 foot chord of said arc forming an angle to the left of 148°-58' from the last described course), thence northwest 38.57 feet along said east right of way line, said right of way line forming an angle to the left of 161°-33' with the last described chord, thence northwest 29.8 feet along said east right of way line, said right of way line forming an angle to the left of 154°-07' with the last described course, thence north 45 feet along said east right of way line, said right of way line forming an angle to the left of 165°-22' with the last described course to the Point of Beginning containing 3.0 acres.

Exempt pursuant to Paragraph 4(8) Real Estate Transfer Act
Date: 5-22-85
Seller, Buyer, or Representative *[Signature]*

85 8570

The above described property is situated in the County of McLean,
State of Illinois. Grantor hereby releases and waives all rights under and
by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 14th day of March, 1985.

By: Jessie E. King
Chairman

ATTEST:

Theresa R. Murphy
Secretary

STATE OF ILLINOIS)
) ss
COUNTY OF)

85 8570

I, Judy Hoffman, a Notary in and for said County, in the state aforesaid, do hereby certify that David E. Murray, personally known to me to be the Chairman of the Board of Regents of the State of Illinois, and Marcella C. Murphy, personally known to me to be the Secretary of said Board, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such Chairman and Secretary, they signed and delivered the said instrument of writing as Chairman and as Secretary of said Board, and caused the seal of said Board to be affixed thereto, pursuant to authority given through an action taken in a public meeting of said Board.

Given under my hand and seal this 14th day of March,
19 85.

Judy Hoffman
Notary Public



This instrument was prepared by Joseph J. Goleash, Jr., University Legal Counsel, 307 Hovey Hall, Illinois State University, Normal, Illinois 61761.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the date first above written.

LANDLORD:

THE TOWN OF NORMAL, ILLINOIS, A MUNICIPAL CORPORATION

By: _____

Name: _____

Title: MAYOR

Date: _____

TENANT:

**SOUTHWESTERN BELL MOBILE SYSTEMS, LLC
d/b/a Cingular Wireless, a Delaware Limited Company**

By: _____

Name: Timothy Ronzia

Title: Executive Regional Director RF Design and Planning

Date: _____

ENTRY AND TESTING AGREEMENT

This Entry and Testing Agreement (the "Agreement") is made as of this 21st day of March 2002 (the "Execution Date") by and between Town of Normal, Illinois, a Municipal Corporation ("Grantor") and Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless, a Delaware limited liability company ("Grantee").

WHEREAS, Grantor owns real property commonly known as 604 Adelaide Street, Normal, Illinois, County of McLean (the "Site"); and

WHEREAS, Grantee has an interest in leasing or licensing certain space on the Site for purposes of constructing and installing a telecommunications facility; and

WHEREAS, in order for Grantee to determine the viability and feasibility of the Site for Grantee's intended use, it is necessary for employees, agents or independent contractors of Grantee to enter upon and inspect the Site; and

WHEREAS, as an accommodation to Grantee, Grantor is willing to permit Grantee, its employees, agents and/or independent contractors to enter onto the Site to conduct such investigations, under the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grantor grants to Grantee, its contractors, agents, employees and assigns the right to enter upon the Site to conduct and perform all or some of the following activities: surveys, geo-technical soil borings, environmental audits, boundary surveys, and such other tests and inspection of the Site which Grantee may deem necessary or advisable in order to determine the viability and feasibility of the site for Grantee's intended use (the "Permitted Activities"). Grantee's rights under this Agreement are specifically limited to the Permitted Activities and shall not include any other activities on any portion of the real property upon which the Site is located. Grantee shall be responsible for any and all costs related to the Permitted Activities, including the installation, operation and removal of equipment on the Site. Grantee's access to the Site shall be coordinated in advance with Grantor and is subject to Grantor's approval.
2. Grantee agrees to comply with all local, state and federal laws, rules and ordinances applicable to the Permitted Activities. Grantee further agrees to exercise due care in the performance of all Permitted Activities on the Site, and to not interfere with Grantor's or any other authorized party's activities on the Site.
3. Grantee shall indemnify and hold harmless Grantor, its employees, agents or contractors, from any and all claims, actions damages, liability and expense, including without limitation reasonable attorneys' fees and costs in connection with personal injury or property damage arising out of the acts or omissions of Grantee, its employees, agents or independent contractors entering upon the Site under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.
4. At Grantor's request, Grantee agrees to provide a certificate of insurance evidencing the insurance coverage of Grantee and/or its contractors.
5. The Term of this Agreement shall be from the Execution Date hereof until April 30, 2002; provided however, that Grantor may immediately terminate this Agreement in the event that Grantee breaches any term of this Agreement.

- 6. In the event this Agreement expires or is terminated and the parties have failed to execute a Site License/Lease for this Site, Grantee will immediately remove any and all of its equipment from the Site and will restore the Site to substantially the condition that existed immediately prior to Grantee's entry thereon, reasonable wear, tear and damage not caused by Grantee excepted.
- 7. This Agreement constitutes the entire understanding between the parties with respect to the Permitted Activities . All prior agreements or understandings, whether oral or written are superceded. This Agreement may be amended only by a written document duly executed by the parties. This Agreement is governed by the State in which the Site is located.


IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as the date first above written.

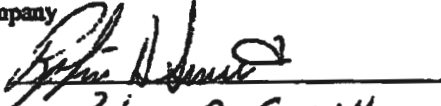
GRANTOR:

GRANTEE:

THE TOWN OF NORMAL, ILLINOIS,
A MUNICIPAL CORPORATION

SOUTHWESTERN BELL MOBILE SYSTEMS,
LLC d/b/a Cingular Wireless, a Delaware Limited
Company

By: 
 Name: MARY B. PETERSON
 Title: CITY MANAGER
 Date: 3-21-02

By: 
 Name: Robin D. Smith
 Title: MANAGER Real Estate/Construction
 Date: 3/21/02

Cell Site No: 10036854/CI-56890086_38158
FA No: 10036854
Site Address: 602 North Adelaide Street, Normal, IL 61761

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") dated as of the later date below is by and between the Town of Normal, Illinois, a municipal corporation, having a mailing address at 100 East Phoenix Avenue, Normal, IL 61761 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Southwestern Bell Mobile Systems, LLC, having a mailing address at 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated April 15, 2002; whereby Landlord leased to Tenant certain Leased Premises, therein described, that are a portion of the Parcel located at 602 North Adelaide Street, Normal, IL 61761 ("Lease"); and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Lease; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Landlord for a Rent Guarantee Period; and

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

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:

1. **Term.** The Term of the Lease shall be amended to provide that the Lease has a new initial term of 60 months ("New Initial Term"), commencing on November 1, 2007. The Term will be automatically renewed for up to 3 additional 60 month terms (each an "Extension Term") without further action by Tenant. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term.

2. **Termination.** In addition to any rights that may exist in the Lease, after the Rent Guarantee Period, as defined below, Tenant may terminate the Lease at any time with 30 days prior written notice to Landlord for any or no reason.

3. **Modification of Rent.** Commencing on November 1, 2007, the Rent payable under the Lease shall be \$2,318.55 per month, and shall continue during the Term, subject to adjustment, if any, as provided below. Notwithstanding the foregoing, nothing herein shall be deemed to modify the additional rent derived from any and all subleases under the provisions of Section 17.3 of the Lease.

Cell Site No: 10036854/CI-56890086_38158
FA No: 10036854
Site Address: 602 North Adelaide Street, Normal, IL 61761

4. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Lease, for a 36 month period commencing November 1, 2007 and ending October 31, 2010 ("Rent Guarantee Period"), Tenant hereby agrees that except for a breach of the Lease by Landlord, Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Lease, if any, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if any required government permits and/or approvals cannot be obtained or maintained. If this Lease is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such guarantee will not extend to that future additional Rent obligation.

5. **Future Rent Payments.** The Lease is amended to provide that commencing on November 1, 2012, Rent shall increase by fifteen percent (15.00%) and at the beginning of each Extension Term, as applicable.

6. **Expansion of Permitted Use.** In addition to the rights set forth in the Lease Tenant may modify, supplement, replace, upgrade, expand or refurbish its Tenant's Facility and/or Cell Site, increase the number of antennas thereon or relocate the Tenant's Facility and/or Cell Site within the Leased Premises at any time during the term of this Lease, and Landlord shall cooperate with Tenant in all respects in connection with the foregoing. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate this Lease and shall have no further liability to Landlord.

7. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Lease and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Lease between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

8. **Notices.** Section 18.5 of the Lease 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, New Cingular Wireless PCS, LLC, c/o Network Real Estate Administration, Cell Site # 10036854, Cell Site Name CI-56890086, 6100 Atlantic Boulevard, Norcross, GA 30071, with a copy to New Cingular Wireless PCS, LLC, Attn.: Legal Department, Re: Cell Site # 10036854, Cell Site Name CI-56890086, 15 East Midland Avenue, Paramus, NJ 07652; and as to Landlord, Town of Normal, Illinois, 100 East Phoenix Avenue, Normal, IL 61761. 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.

Cell Site No: 10036854/CI-56890086_38158
FA No: 10036854
Site Address: 602 North Adelaide Street, Normal, IL 61761

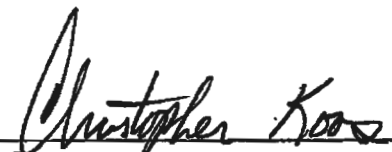
9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the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

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

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

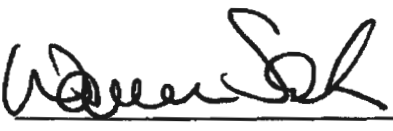
LANDLORD:

The Town of Normal, Illinois, a municipal corporation

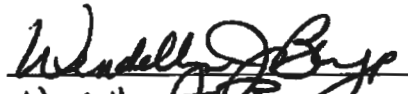
By: 
Name: Christopher Koos
Title: President, Board of Trustees
Date: 9-4-07

TENANT:

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

By: 
Name: Warren Salek
Title: Executive Director
Network Services
Date: 10 - Illinois & Wisconsin 10-1-07

WITNESSED BY:

By: 
Name: Wendellyn G. Briggs
Title: Town Clerk

By: 
Name: Andrew T. Flowers
Title: RE & Compliance Manager

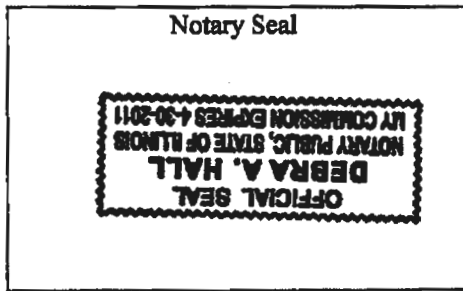
Cell Site No: 10036854/CI-56890086_38158
FA No: 10036854
Site Address: 602 North Adelaide Street, Normal, IL 61761

TENANT ACKNOWLEDGEMENT

STATE OF ILL)
COUNTY OF KANE) SS.

I certify that I know or have satisfactory evidence that Warren Salek is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Exec Dir, Network SVCS of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10-1-07



Debra A Hall
(Signature of Notary)
Debra A Hall
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of IL
My appointment expires: 4-30-11

PAID BY THE STATE OF ILLINOIS
JAMES A. HUNT
OFFICIAL RECEIPT

PW

EXHIBIT A TO RESOLUTION SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Town of Normal ("Landlord") and Voicestream GSM I Operating Company LLC, a Delaware Limited Liability Company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of 0 and no/100 dollars (\$0.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of zero (0) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional zero (0) months upon written notice to Landlord and payment of the sum of 0 and no/100 dollars (\$0.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord's written consent. During the Option Period and any extension thereof, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 1301 Warriner Street, Normal, IL 61761, comprises approximately 1,200 square feet.

~~2. Term. The initial term of this Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").~~

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, two thousand and no/100 dollars (\$2,000.00) per month ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date prorated for the remainder of the month in which the Commencement Date falls and thereafter Rent will be payable monthly in advance by the fifth day of each month to Town of Normal at Landlord's address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for two (2) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be increased by fifteen percent (15%) of the Rent paid over the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written

notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"), as such location based system may be required by any county, state or federal agency/department. Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term. In the event Landlord, its employees or agents impede or deny Access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, deduct from Rent amounts due under this Lease an amount equal to five hundred and no/100 dollars (\$500.00) per day for each day that Access is impeded or denied.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon ninety (90) days' written notice by Tenant if the Property or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event,

all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment; such notice must comply with Section 12 below. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

~~(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.~~

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant to:
VoiceStream GSM I Operating Company, LLC
c/o T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept.

With a copy to:
Voicestream GSM I Operating Company LLC
8550 W. Bryn Mawr, First Floor
Chicago, IL 60631
Attn: Lease Administration Manager

and a copy to:
VoiceStream GSM I Operating Company, LLC
c/o T-Mobile USA, Inc.
8550 W. Bryn Mawr Avenue
Chicago, Illinois, 60631
Attn: Market Director

If to Landlord to:
Town of Normal
100 E. Pheonix, PO Box 589, Normal, IL 61761

With a copy to:

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

~~14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.~~

~~15. Assignment and Subleasing. Tenant may assign this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.~~

~~Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.~~

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

~~17. Weiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.~~

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

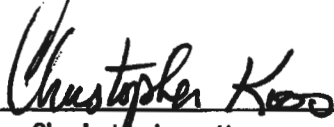
(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Town of Normal

By:



Printed Name:

Christopher Koos

Its:

President, Board of Trustees

Date:

6-24-05

TENANT: Voicestream GSM L Operating Company LLC

By:



Printed Name:

Greg Cisewski

Its:

Regional Vice President, Engineering & Operations

Date:

7/6/05



Approved as to form

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

In the event of conflict of inconsistency between the Terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

Section 2 shall be deleted in its entirety and replaced with the following:

2. Term. The initial term of this Lease shall be five (5) years commencing on the earlier of December 1, 2005, or the start of construction, whichever comes first (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

The following paragraph shall be added as Section 8(f):

Landlord may terminate this Lease after the second Renewal Term and upon twelve (12) months written notice to Tenant.

Section 11(b) shall be deleted in its entirety and replaced with the following:

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises. The Landlord shall have the right to assert any statutory or common law immunity and shall have no obligation to indemnify Tenant to the extent such claim is barred by such immunity.

Section 14 shall be deleted in its entirety and replaced with the following:

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, except those hazardous substances processed from time to time in Town waste collection and recycling process. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

Section 15 shall be deleted in its entirety and replaced with the following:

15. Assignment and Subleasing. Upon written notice to Landlord, Tenant shall have the right to assign or otherwise transfer this Lease and the Easement to any person or business entity which is a parent, subsidiary or affiliate of Tenant, controls or is controlled by or under common control with Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon such assignment, Tenant shall be relieved of all future liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease or otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned, or denied.

Section 17 shall be deleted in its entirety and replaced with the following:

17. Waiver of Landlord's Lien. Landlord hereby subordinates any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, to the rights of any Mortgagee and Landlord gives any Mortgagees the right the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent provided mortgagee pays Landlord any rent due under the terms of this Lease prior to such removal.

The following paragraph shall be added as Section 18(k):

Any agreements or subleases relating to an additional user on Tenant's Antenna Facilities shall be subject to the terms and conditions of this Lease. The proposed additional use shall pay not less than the current market rate for the use of Tenant's tower and the Property and the gross revenues paid (excluding utility charges if any) with the respect to the same shall split 75% in favor of Tenant and 25% to Landlord.

The following paragraph shall be added as Section 18(l):

Tenant agrees to allow Landlord to install a wireless antenna and a whip antenna ("Landlord's Equipment") on the tower, subject to Tenant's approval of Landlord's height. Landlord agrees to provide Tenant with the Landlord's Equipment, which shall be at Landlord's sole expense. It shall be Landlord's responsibility to provide Tenant with the Landlord's Equipment upon commencement of construction activities on the Premises. Failure by Landlord to provide Tenant with the Landlord's Equipment in a timely manner shall result in a complete waiver of Landlord's right to locate the Landlord's Equipment on the tower. Other than the original connection, after Tenant's installation of the Landlord's Equipment, any labor and material necessary to repair or maintain the Landlord's Equipment shall be furnished by contractors hired by Landlord. Tenant shall have no duty or obligation to maintain, inspect, or monitor Landlord's Equipment or to notify Landlord of any fault or condition of the Landlord's Equipment. In the event Tenant discovers any condition of Landlord's Equipment that affects the structural integrity of the tower or the safety or welfare of persons performing work on the tower, after notice to Landlord, Landlord shall remedy such condition and any labor or material necessary to remedy such condition shall be at Landlord's sole cost and expense. In the event Landlord desires to change or modify Landlord's Equipment, Landlord must provide to Tenant in writing the particulars of such proposed changes or modifications (such notification shall include full structural and electrical engineering details). Tenant shall have thirty (30) days to respond to such request for proposed changes or modifications, which shall not be unreasonably withheld. As part of the review process, Tenant may consider, among other things, the potential effect on the structural integrity of the tower, potential radio frequency interference and health, safety and environmental concerns. The cost of any structural, engineering, environmental or other studies that Tenant deems necessary to determine compliance with structural, environmental engineering or legal requirements shall be as the cost and expense of the Landlord. Access to the tower shall be subject to the continuing control of, as well as security and safety procedures established from time to time by Tenant. Landlord shall have access to the tower by providing Tenant with reasonable notice of Landlord's desire to access the tower. Notwithstanding anything to the contrary contained within this Lease, Landlord agrees to indemnify and hold Tenant harmless from any and all damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operation, maintenance or repair of the Landlord's Equipment by the Landlord its employees, agents, contractors, licensees, tenants and/or subtenants.

LANDLORD: The Town of Normal

By:

Printed Name:



Christopher Koos

Its: President, Board of Trustees
Date: 6-24-05

TENANT: Voicestream GSM Operating Company LLC

By: 

Printed Name: Greg Cisewski

Its: Regional Vice President, Engineering and Operations

Date: 7/6/05

APPROVED as to form



Michael A. Sievertson

EXHIBIT A
Legal Description

The Property is legally described as follows:

Subdivision:

FIRST ADDITION TO PUBLIC WORKS SUBDIVISION, being a part of the Northwest Quarter of Section 32, Township 24 North, Range 2 East, Third Principal Meridian in the Town of Normal, McLean County, Illinois, with Certificate of Illinois Registered Land Surveyor No. 1785 dated February 3, 1978.

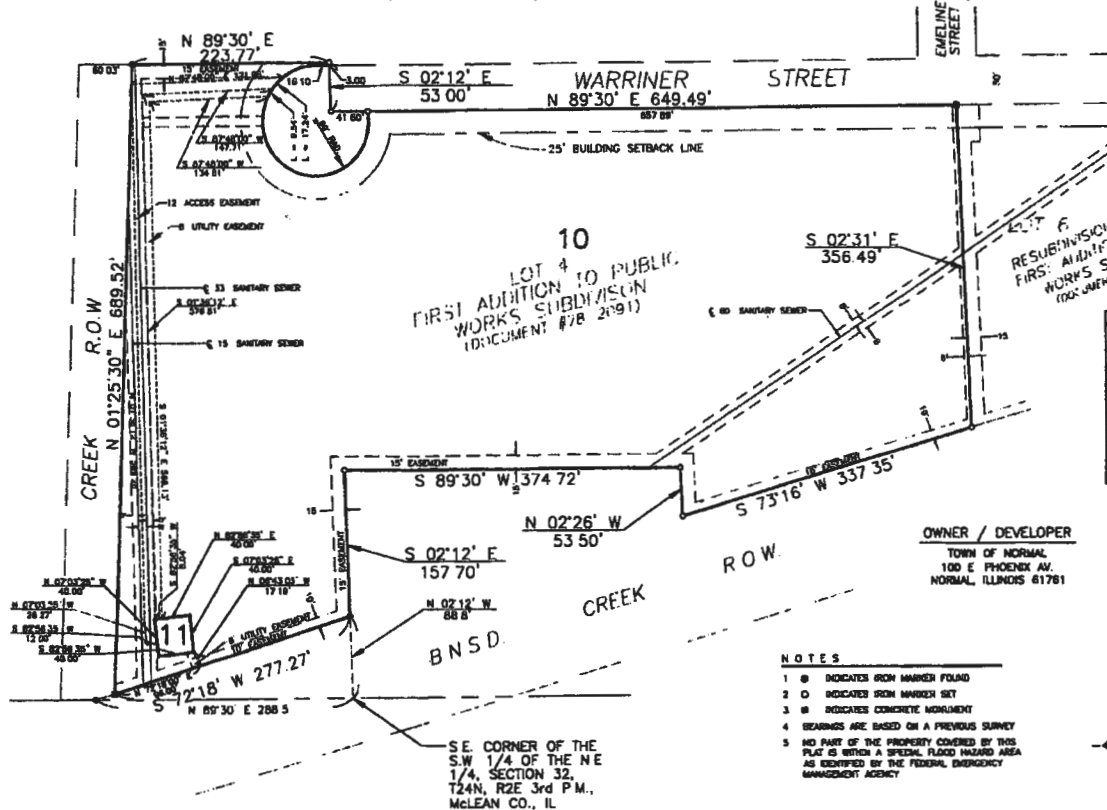
Site Number: CH49-477C
Site Name: Normal Public Works
Market: Chicago

Version 10-2-01

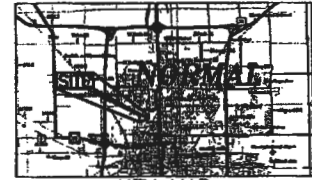
EXHIBIT "B" -- LOT 11 -- AS SHOWN BELOW

RESUBDIVISION OF LOT 4 FIRST ADDITION TO PUBLIC WORKS SUBDIVISION

A RESUBDIVISION OF LOT 4 FIRST ADDITION TO PUBLIC WORKS SUBDIVISION, NORMAL, OF PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3rd PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS



RESUBDIVISION OF LOT 3 FIRST ADDITION TO PUBLIC WORKS SUBDIVISION (DOCUMENT #18-8384)



KEY MAP (NOT TO SCALE)

OWNER / DEVELOPER
TOWN OF NORMAL
100 E PHOENIX AV.
NORMAL, ILLINOIS 61781

LOT 10 = 9.802± ACRES
LOT 11 = 0.037± ACRES
TOTAL = 9.839± ACRES

FINAL PLAT
prepared by

REGISTERED
SCHRADER
AND ASSOCIATES LTD.
SURVEYORS ENGINEERS - PLANNERS
PROFESSIONAL LICENSE NO. 040-00000 (I.C. 227, 4-20-05)
400 N. HENDERSON ST. GALESBURG, IL 61601
PHONE 309-343-9817 FAX 309-343-9897
JOB NO. 04.004
JUN 05 2005

- NOTES
- INDICATES IRON MARKER FOUND
 - INDICATES IRON MARKER SET
 - INDICATES CONCRETE MONUMENT
 - BEARINGS ARE BASED ON A PREVIOUS SURVEY
 - NO PART OF THE PROPERTY COVERED BY THIS PLAT IS WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY

S.E. CORNER OF THE S.W. 1/4 OF THE N.E. 1/4, SECTION 32, T24N, R2E 3rd P.M., McLEAN CO., IL

EXHIBIT C

**Memorandum
of
Lease**

Site Number: CH49-477C
Site Name: Normal Public Works
Map No: Chinese

Version 10-2-01

Memorandum of Lease
Assessor's Parcel Number: 14-32-280-006
Between Town of Normal ("Landlord")
and Voicestream GSM I Operating Company LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between Town of Normal ("Landlord") and Voicestream GSM I Operating Company LLC, a A Delaware Limited Liability Comapny ("Tenant") was made regarding a portion of following the property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for two (2) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

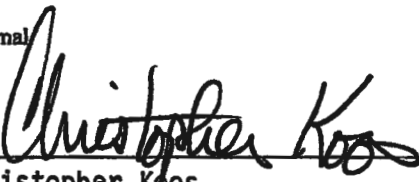
LANDLORD: Town of Normal

By: _____

Printed Name: _____

Its: _____

Date: _____



Christopher Koos

President, Board of Trustees

6-24-05

TENANT: Voicestream GSM I Operating Company LLC

By: _____

Printed Name: _____

Its: _____

Date: _____

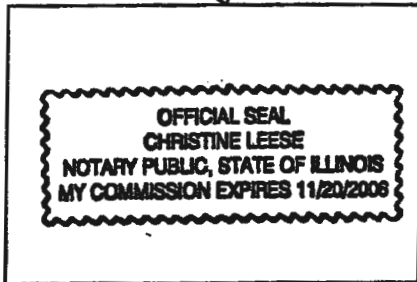
[Notary block for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF Illinois)
) ss.
COUNTY OF McLean)

This instrument was acknowledged before me on 6/24/05 by Christopher Koos, [title] President of Board of Trustees a Municipality [type of entity], on behalf of said Town of Normal [name of entity].

Dated: June 24, 2005



(Use this space for notary stamp/seal)

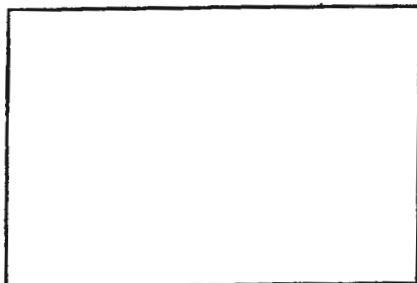
Christine Leese
Notary Public
Print Name Christine Leese
My commission expires 11-20-06

[Notary block for Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____

Dated: _____



(Use this space for notary stamp/seal)

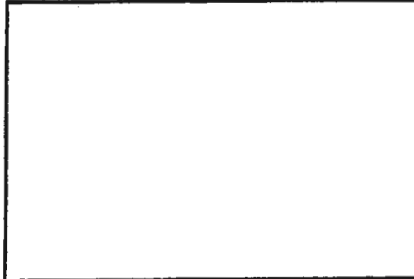
Notary Public
Print Name _____
My commission expires _____

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Greg Cisewski is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Regional Vice President, Engineering & Operations of Voicestream GSM I Operating Company LLC, a A Delaware Limited Liability Comapny, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

**Memorandum of Lease EXHIBIT A
Legal Description**

The Property is legally described as follows:

FIRST ADDITION TO PUBLIC WORKS SUBDIVISION, being a part of the Northwest Quarter of Section 32, Township 24 North, Range 2 East, Third Principal Meridian in the Town of Normal, McLean County, Illinois, with Certificate of Illinois Registered Land Surveyor No. 1785 dated February 3, 1978.

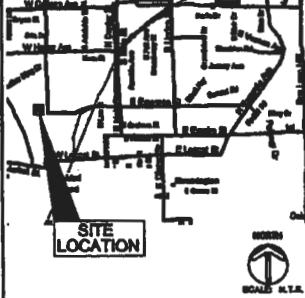
Site Number: CH49-477C
Site Name: Normal Public Works
Market: Chicago

Version 10-2-01

SITE DIRECTIONS

FROM T-MOBILE OFFICE TAKE I-294 SOUTH TO I-55 SOUTH, EXIT ONE ON ILLINOIS/NORMAL, GO LEFT ON SOUTH, RIGHT ON NORTH, LEFT ON ARLING, RIGHT ON WARNER, LEFT INTO PUBLIC WORKS.

VICINITY MAP



**SITE NAME
NORMAL PUBLIC WORKS**

**SITE NUMBER
CH48-477C**
**SITE ADDRESS
1301 WARNER
NORMAL, IL 61781**

**PROJECT TYPE
(6) NEW ANTENNAE MOUNTED ON NEW MONOPOLE TOWER
WITH (12) COAXIAL CABLES AND (1) S12000 BTS EQUIPMENT
W/ PROVISION FOR (2) FUTURE LOCATED ON GRADE**

**COORDINATE SYSTEM
(NAD 83)
LATITUDE: 40° 29' 43.1" N
LONGITUDE: 89° 07' 24.1" W**

REVIEWED BY:

PROPERTY OWNER OR REP.	BY
DESIGN	NETWORK
CONSTRUCTION	CONTRACTOR
OPERATIONS	SITE ACQUISITION

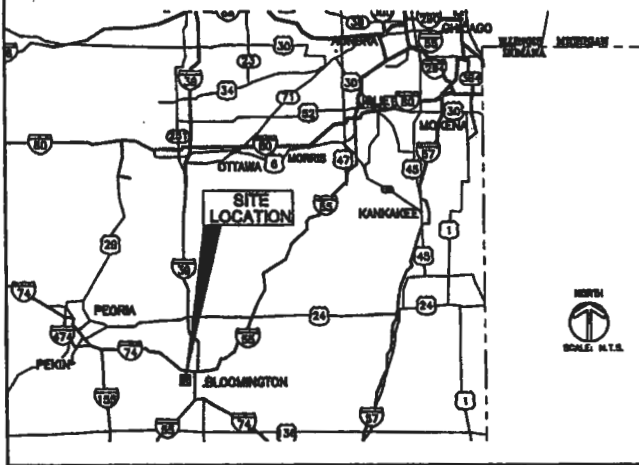
SHEET INDEX

	REV	
T-1	TITLE SHEET	1
M-1	GENERAL NOTES	1
M-2	GENERAL NOTES	1
M-3	GENERAL NOTES	1
M-4	GENERAL NOTES	1
SB-1	SITE SURVEY	1
C-1	GENERAL PLAN	2
C-2	SITE PLAN	2
C-3	EXPANSIONS	2
C-4	ART. & CORE DETAILS	1
C-5	MISC. DETAILS	1
C-6	MISC. DETAILS	1
E-1	ELECTRICAL PLAN	1
E-2	ELECTRICAL DETAILS	1
E-3	GROUNDING PLAN	1
E-4	ELECTRICAL DETAILS	1



DATE	BY	REVISION
1/27/04	J.P./J.M.	2/5/04
		5/2/05
		REVIEW SHEET INDEX

SITE LOCATION



PROJECT SUMMARY

INFORMATION	LANDLORD	APPLICANT
ADMINISTRATIVE TOWN OF NORMAL ZONING: M-1 CITY: INTERNATIONAL BUILDING CODE 2003 NATIONAL ELECTRIC CODE 2002	COMPANY TOWER OF NORMAL CONTACT: RANDI WISE HALL PHONE: 309-444-8576 FAX: 309-444-8729 ADDRESS: P.O. BOX 880 NORMAL, IL 61781	VOICETREAM AND I OPERATIONS COMPANY L.L.C. 8800 WEST BETH MARSH AVE. 1ST FLOOR CHICAGO, IL 60631 PHONE: 773-444-8400 FAX: 773-444-8821

HANDICAP ACCESS REQUIREMENTS
SITE IS UNOCCUPIED AND NOT FOR HUMAN HABITATION. HANDICAP ACCESS NOT REQUIRED.

CONSULTANTS

PUBLIC CONSULTANT	SURVEYOR
KCS CORPORATION 1345 EDGEMONT RD., SUITE G SCHWABESBURG, IL 62753 CONTACT: MIKE SEYM PHONE: 617-650-9200 E-MAIL: info@kcsurvey.com	SCHROEDER & ASSOCIATES, L.P. 450 NORTH WENDELLSON ST. GALATIEN, IL 61402 PHONE: 309-343-2897 FAX: 309-343-2897

UTILITIES

CONTRACTOR SHALL CALL JULLIE AT 1-800-882-8823 OR LOCAL UTILITY LOCATING SERVICE AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION FOR THE EXACT LOCATION OF EXIST. UTILITIES.

POWER: ILLINOIS POWER TELEPHONE: VERIZON

LICENSED ENGINEER'S STAMPS

TITLE SHEET
NORMAL PUBLIC WORKS
CH48-477C
1301 WARNER
NORMAL, IL 61781

DATE	BY	REVISION
1/27/04	J.P./J.M.	2/5/04
		5/2/05
		REVIEW SHEET INDEX

DIVISION 1 - GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 INTENT

- A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.
- B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED ON BOTH.
- C. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
- D. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
- E. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED BY THE OWNER WITHOUT ISSUING A CHANGE ORDER.

1.2 CONFLICTS

- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR BEFORE ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY BE FOUND SHALL BE SUBMITTED TO THE OWNER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
- B. THE BIDDER, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING CONCERNING WHICH SUCH BIDDER MIGHT HAVE FULLY INFORMED THEMSELVES PRIOR TO THE BIDDING.
- C. NO PLEA OF SORCANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OR CONDITIONS THAT MAY BE ENCOUNTERED OR OF ANY OTHER BELIEVED MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.

1.3 CONTRACTS AND WARRANTIES

- A. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACT LICENSES AND BONDS.
- B. SEE MASTER CONSTRUCTION SERVICES AGREEMENT FOR ADD'L DETAILS.

1.4 STORAGE

- ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

1.5 CLEAN UP

- A. THE CONTRACTOR SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING AREA, INCLUDING ALL THEIR TOOLS, SCAFFOLDING AND SURPLUS MATERIALS AND SHALL LEAVE THEIR WORK CLEAN AND READY FOR USE.
- B. EXTENSIVELY VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SLUDGES AND OTHER FOREIGN MATTER.
 1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
 2. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSE DOWN THE EXTERIOR OF THE STRUCTURE.
- C. EXTENSIVELY VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SLUDGES AND OTHER FOREIGN MATTER FROM WALLS/FLOOR/CELING.
 1. REMOVE ALL TRACES OF SPLASHED MATERIAL FROM ADJACENT SURFACES.
 2. REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.

1.6 CHANGE ORDER PROCEDURE

- A. CHANGE ORDERS MAY BE INITIATED BY THE OWNER AND/OR THE CONTRACTOR INVOLVED. THE CONTRACTOR UPON VERBAL REQUEST FROM THE OWNER SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT TO THE OWNER WITHIN 72 HRS FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES IN SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT A WRITTEN CHANGE ORDER AS DESCRIBED AND APPROVED BY THE OWNER SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR.

1.7 RELATED DOCUMENTS AND COORDINATION

- A. GENERAL NOTES, CIVIL, STRUCTURAL, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK THE CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

1.8 SHOP DRAWINGS

- A. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS TO THE OWNER FOR APPROVAL.
- B. ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO SUBMITTAL TO THE OWNER.

1.9 PRODUCTS AND SUBSTITUTIONS

- A. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT OR FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
- B. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS WHICH PROPERLY IDENTIFY AND DESCRIBE THE ITEMS, PRODUCTS AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY THE OWNER, SUBMIT ACTUAL SAMPLES TO THE OWNER FOR APPROVAL IN LIEU OF CUT SHEETS.

1.10 QUALITY ASSURANCE

- A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF THE FOLLOWING:
 - RIA/PA- 223 - F
 - BUILDING OFFICIALS AND CODE ADMINISTRATORS INTERNATIONAL BUILDING CODE, 2003
 - NATIONAL ELECTRICAL CODE, 2002
 - UNDERWRITERS LABORATORIES APPROVED ELECTRICAL PRODUCTS
 - AUSTRIAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC) MANUAL OF STEEL CONSTRUCTION ASD, NINTH ED. LIFE SAFETY CODE NFPA - 101-1997

1.11 ADMINISTRATION

- A. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR PERSONNEL INVOLVED IN THIS PROJECT. THIS PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO THE OWNER PRIOR TO THE COMMENCEMENT OF ANY WORK.
- B. SUBMIT A BAR TYPE PROGRESS CHART NOT MORE THAN 3 DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE. INDICATE A TIME BAR FOR EACH MAJOR CATEGORY OR UNIT OF WORK TO BE PERFORMED AT SITE, PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS OF WORK AND SHOWING COMPLETION OF THE WORK SUFFICIENTLY IN ADVANCE OF THE DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE WORK.
- C. PRIOR TO COMMENCING CONSTRUCTION, THE OWNER SHALL SCHEDULE AN ON-SITE MEETING WITH ALL MAJOR PARTIES. THIS WOULD INCLUDE (BUT NOT BE LIMITED TO) THE OWNER, PROJECT MANAGER, CONTRACTOR, LAND OWNER REPRESENTATIVE, LOCAL TELEPHONE COMPANY, TOWER ERECTION FOREMAN (IF SUBCONTRACTED).
- D. CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATION SUCH AS A MOBILE PHONE OR A BEEPER. THIS EQUIPMENT WILL NOT BE SUPPLIED BY THE OWNER, NOR WILL WIRELESS SERVICE BE ARRANGED.

- E. DURING CONSTRUCTION, CONTRACTOR MUST ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES. CONTRACTOR WILL COMPLY WITH ALL SAFETY REQUIREMENTS IN THEIR AGREEMENT.
- F. PROVIDE WRITTEN DAILY UPDATES ON SITE PROGRESS TO THE OWNER.
- G. COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.
- H. NOTIFY THE OWNER / PROJECT MANAGER IN WRITING NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURING, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENT.

1.12 INSURANCE AND BONDS

- A. CONTRACTOR SHALL AT THEIR OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT COMMENCE WITH THEIR WORK UNTIL THEY HAVE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE STATING ALL COVERAGE TO THE OWNER. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.
- B. THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.
- C. CONTRACTOR MUST PROVIDE PROOF OF INSURANCE.

DIVISION 2 - SITE WORK AND DRAINAGE

GROUND BATHWORK, EXCAVATION AND GRADING

PART 1 GENERAL

- 1.1 WORK INCLUDED: REFER TO THE SURVEY AND SITE PLAN FOR WORK INCLUDED.

1.2 RELATED WORK

- A. CONSTRUCTION FOR EQUIPMENT PLATFORM AND FOUNDATION
- B. INSTALLATION OF ANTENNA SUPPORT SYSTEM

1.3 DESCRIPTIONS

- A. ACCESS ROAD, TURNAROUND AREAS, AND SITE WORK, AS REQUIRED, SHALL BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERY AND MAINTENANCE PERSONNEL ACCESS.

1.4 QUALITY ASSURANCE

- A. VEGETATION & LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, WILL BE PLACED AND MAINTAINED AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.

1.5 SEQUENCING

- A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
- B. GRUB THE COMPLETE ROAD AND SITE AREA AS REQUIRED PRIOR TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACKFILL OR SUB-BASE MATERIAL.
- C. CONSTRUCT TEMPORARY CONSTRUCTION ZONE ALONG ACCESS DRIVE, IN ACCORDANCE WITH ALL LOCAL, STATE & FEDERAL RULES.
- D. THE SITE AREA WILL BE BROUGHT TO SUB-BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS.
- E. IF REQUIRED, GRADE, SEED, FERTILIZE AND MULCH DISTURBED AREAS IMMEDIATELY AFTER BRINGING THE SITE AND ACCESS ROAD TO BASE COURSE ELEVATION. WATER TO ENSURE GROWTH.
- F. REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE.

1.6 SUBMITTALS

- A. BEFORE CONSTRUCTION
 1. FOR LANDSCAPING REFER TO THE SITE PLAN AND DETAILS AND PROVIDE A LANDSCAPING PLAN WITH COST ESTIMATE, (IF REQUIRED)

2. SUBMIT FOR APPROVAL THE SPECIFICATIONS OF THE PROPOSED SURFACE COURSE MATERIAL.

B. AFTER CONSTRUCTION

1. LANDSCAPING WARRANTY STATEMENT, IF REQUIRED.

1.7 WARRANTY

- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE OF SURROUNDING PROPERTY CAUSED BY CONSTRUCTION.
- B. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
- C. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

PART 2 PRODUCTS

2.1 MATERIALS

- A. ROAD AND SITE MATERIALS (AS REQUIRED): FILL MATERIAL ACCEPTABLE. SELECT FILL SHALL BE IN ACCORDANCE WITH LOCAL DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION STANDARD SPECIFICATION.
- B. SOIL STABILIZER FABRIC SHALL BE M80A - 500X.
- C. NON-STRUCTURAL SITE CONCRETE SHALL BE 3000 PSI BREAKING STRENGTH AT 28 DAYS, COMPLY WITH GENERAL PROVISIONS OF DIVISION 3 CONCRETE SPECIFICATIONS.

2.2 EQUIPMENT

- A. COMPACTING SHALL BE ACCOMPLISHED BY MECHANICAL MEANS. LARGER AREAS SHALL BE COMPACTED BY SHEEP FOOT, VIBRATORY OR RUBBER TIED ROLLERS BEARING AT LEAST FIVE TONS. WATER TREATMENT MAY BE REQUIRED TO OBTAIN COMPACTION. SMALLER AREAS SHALL BE COMPACTED BY POWER-DRIVEN, HAND HELD TAMPERS.

PART 3 EXCAVATION

- 3.1 INSPECTIONS: LOCAL BUILDING INSPECTION SHALL BE NOTIFIED NO LESS THAN 48 HRS. IN ADVANCE OF CONCRETE POURING.

3.2 SITE PREPARATION (AS REQUIRED)

- A. CLEAR TREES, BRUSH AND DEBRIS FROM SITE AREA AND ACCESS ROAD RIGHT OF WAY AS REQUIRED.
- B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS DRILL ORGANIC MATERIAL TO A DEPTH OF SIX INCHES BELOW ORIGINAL GROUND LEVEL.
- C. UNLESS OTHERWISE INSTRUCTED BY THE OWNER, REMOVE TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
- D. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, REMOVE SOFT SPOTS AND COMPACT TO GSE STANDARD PROCTOR.
- E. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE DISTURBED AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.

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KCS CORPORATION
 CONSULTING ENGINEERS
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 (303) 733-1100
 WWW.KCS-CORP.COM

DATE	REVISIONS
11/17/04	ISSUED FOR REVIEW
2/06/04	ISSUED FOR CONSTRUCTION

GENERAL NOTES
 NORMAL
 PUBLIC WORKS
 CH49-47C
 COST NUMBER
 NORMALE, 1.0701

DATE: 11/17/04
 TIME: 10:00 AM
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 PROJECT NO.: [Blank]
 SHEET NO.: [Blank]

DATE: 11/17/04
 TIME: 10:00 AM
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 PROJECT NO.: [Blank]
 SHEET NO.: [Blank]

EXTRA REQUIREMENTS (AS REQUIRED)

- 13.1 REINFORCEMENT (AS REQUIRED)
 - A. THE SET AND THRESHOLD AIDS SHALL BE AT THE SUBGRADE COURSE EXCEPT WHERE THE FOUNDATION SHALL BE CONSTRUCTED ON FILL THE SET AND ACCESS ROAD AS INDICATED ON THE PLAN. THE FOUNDATION SHALL BE CONSTRUCTED ON THE EXISTING GRADE FROM EXISTING ROAD TO BE EXCLUDED FROM THE EXISTING ROAD.
 - B. CURB EXISTENCE SHALL BE 1' FROM THE SET AND DO NOT EXCEED THE EXISTING GRADE. THE FOUNDATION SHALL BE CONSTRUCTED ON THE EXISTING GRADE FROM EXISTING ROAD TO BE EXCLUDED FROM THE EXISTING ROAD.
 - C. THE ACCESS ROAD SHALL BE RECONSTRUCTED TO EXIST COURSE EXCEPT WHERE THE FOUNDATION SHALL BE CONSTRUCTED ON FILL.
 - D. AVOID EXISTING DEPRESSIONS WHERE WATER MAY POOL.
 - E. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY GRADES, SLOPES, DRAINAGE AND UTILITY OVERLAYS, EROSION CONTROL, AND PROTECTIVE MEASURES TO BE PROVIDED BY THE CONTRACTOR. ALL SLOPES ON EXISTING GRADE SHALL BE PROTECTED WITH THE MOST EFFECTIVE MEASURES AVAILABLE.
 - F. WHEN PROPOSED AT EXISTING ACCESS ROAD, GRADE OF EXISTING ROAD TO BE MAINTAINED AS EXISTING UNLESS OTHERWISE INDICATED BY THE CONTRACTOR. THE EXISTING ROAD SHALL BE RECONSTRUCTED TO EXIST COURSE EXCEPT WHERE THE FOUNDATION SHALL BE CONSTRUCTED ON FILL.
 - G. THE ROAD GRADE INCLUDING THE SURFACE COURSE SHALL BE MAINTAINED AS EXISTING UNLESS OTHERWISE INDICATED BY THE CONTRACTOR. THE ROAD GRADE INCLUDING THE SURFACE COURSE SHALL BE MAINTAINED AS EXISTING UNLESS OTHERWISE INDICATED BY THE CONTRACTOR.
 - H. THE ROAD GRADE INCLUDING THE SURFACE COURSE SHALL BE MAINTAINED AS EXISTING UNLESS OTHERWISE INDICATED BY THE CONTRACTOR.
 - I. THE ROAD GRADE INCLUDING THE SURFACE COURSE SHALL BE MAINTAINED AS EXISTING UNLESS OTHERWISE INDICATED BY THE CONTRACTOR.
 - J. THE ROAD GRADE INCLUDING THE SURFACE COURSE SHALL BE MAINTAINED AS EXISTING UNLESS OTHERWISE INDICATED BY THE CONTRACTOR.
 - K. THE ROAD GRADE INCLUDING THE SURFACE COURSE SHALL BE MAINTAINED AS EXISTING UNLESS OTHERWISE INDICATED BY THE CONTRACTOR.
 - L. THE ROAD GRADE INCLUDING THE SURFACE COURSE SHALL BE MAINTAINED AS EXISTING UNLESS OTHERWISE INDICATED BY THE CONTRACTOR.

EXTRA REQUIREMENTS

- 14.1 WORK INCLUDED REFER TO THE SET PLANS FOR SIZE AND LOCATION OF FENCE AND GATES TO BE INSTALLED.
 - A. CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY TO CONSTRUCT AND INSTALL THE FENCE AND GATES.
 - B. THE FENCE SHALL BE CONSTRUCTED TO EXIST COURSE EXCEPT WHERE OTHERWISE INDICATED.
 - C. THE GATES SHALL BE CONSTRUCTED TO EXIST COURSE EXCEPT WHERE OTHERWISE INDICATED.
 - D. THE FENCE SHALL BE CONSTRUCTED TO EXIST COURSE EXCEPT WHERE OTHERWISE INDICATED.
 - E. THE GATES SHALL BE CONSTRUCTED TO EXIST COURSE EXCEPT WHERE OTHERWISE INDICATED.

DIVISION 13 - SPECIAL CONSTRUCTION

- 13.1 REINFORCEMENT (AS REQUIRED)
 - A. THE SET AND THRESHOLD AIDS SHALL BE AT THE SUBGRADE COURSE EXCEPT WHERE THE FOUNDATION SHALL BE CONSTRUCTED ON FILL THE SET AND ACCESS ROAD AS INDICATED ON THE PLAN. THE FOUNDATION SHALL BE CONSTRUCTED ON THE EXISTING GRADE FROM EXISTING ROAD TO BE EXCLUDED FROM THE EXISTING ROAD.
 - B. CURB EXISTENCE SHALL BE 1' FROM THE SET AND DO NOT EXCEED THE EXISTING GRADE. THE FOUNDATION SHALL BE CONSTRUCTED ON THE EXISTING GRADE FROM EXISTING ROAD TO BE EXCLUDED FROM THE EXISTING ROAD.
 - C. THE ACCESS ROAD SHALL BE RECONSTRUCTED TO EXIST COURSE EXCEPT WHERE THE FOUNDATION SHALL BE CONSTRUCTED ON FILL.
 - D. AVOID EXISTING DEPRESSIONS WHERE WATER MAY POOL.
 - E. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY GRADES, SLOPES, DRAINAGE AND UTILITY OVERLAYS, EROSION CONTROL, AND PROTECTIVE MEASURES TO BE PROVIDED BY THE CONTRACTOR. ALL SLOPES ON EXISTING GRADE SHALL BE PROTECTED WITH THE MOST EFFECTIVE MEASURES AVAILABLE.
 - F. WHEN PROPOSED AT EXISTING ACCESS ROAD, GRADE OF EXISTING ROAD TO BE MAINTAINED AS EXISTING UNLESS OTHERWISE INDICATED BY THE CONTRACTOR. THE EXISTING ROAD SHALL BE RECONSTRUCTED TO EXIST COURSE EXCEPT WHERE THE FOUNDATION SHALL BE CONSTRUCTED ON FILL.
 - G. THE ROAD GRADE INCLUDING THE SURFACE COURSE SHALL BE MAINTAINED AS EXISTING UNLESS OTHERWISE INDICATED BY THE CONTRACTOR. THE ROAD GRADE INCLUDING THE SURFACE COURSE SHALL BE MAINTAINED AS EXISTING UNLESS OTHERWISE INDICATED BY THE CONTRACTOR.
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 - K. THE ROAD GRADE INCLUDING THE SURFACE COURSE SHALL BE MAINTAINED AS EXISTING UNLESS OTHERWISE INDICATED BY THE CONTRACTOR.
 - L. THE ROAD GRADE INCLUDING THE SURFACE COURSE SHALL BE MAINTAINED AS EXISTING UNLESS OTHERWISE INDICATED BY THE CONTRACTOR.




REVISIONS	DATE
ISSUED FOR REVIEW	11/27/04
ISSUED FOR CONSTRUCTION	2/05/04

GENERAL NOTES

NORMAL PUBLIC WORKS CH49-47C

1001 W. WASHINGTON

SPRINGFIELD, ILLINOIS 62762

DATE: 11/27/04

PROJECT: 1001 W. WASHINGTON

SCALE: AS SHOWN

BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

DATE: 11/27/04

PROJECT: 1001 W. WASHINGTON

SCALE: AS SHOWN

BY: [Signature]

CHECKED BY: [Signature]



APPROVED BY: [Signature]

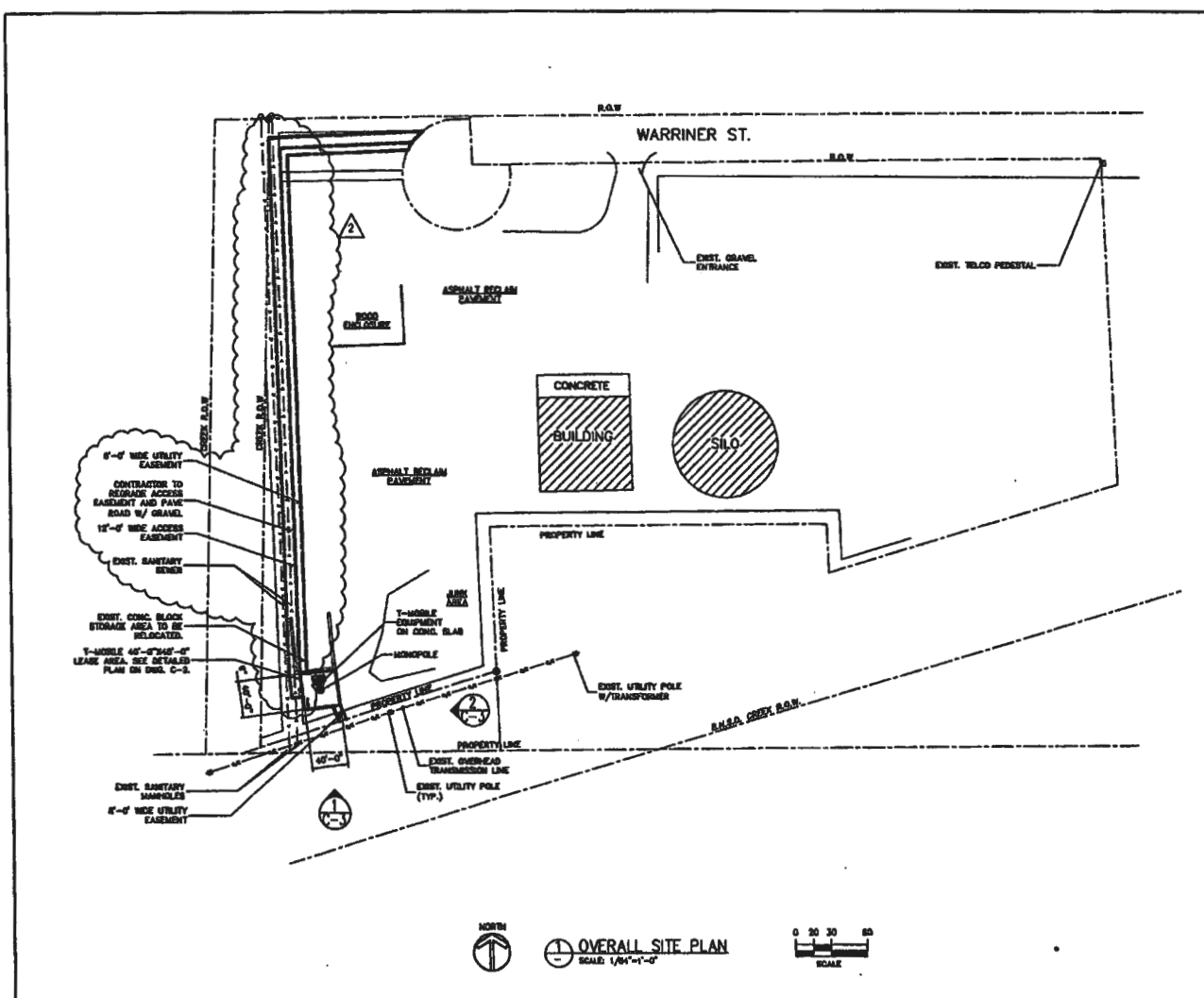
N-2

DIVISION 16 - GENERAL ELECTRIC

GENERAL ELECTRICAL REQUIREMENTS

1. SIGNATURE OF AN APPROVED CONTRACTOR'S CONTRACTOR SHALL BE ON EACH DRAWING AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
2. CONTRACTOR SHALL PERFORM ALL WORK UNDER THE CONTRACT AND BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS, EQUIPMENT AND THE ACTUAL CONSTRUCTION OF THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES UNDER THE CONTRACT.
3. WORKMAN SHALL BE VESTED WITH OTHER POWER TO INSTALL UTILITIES.
4. THESE PLANS ARE PRELIMINARY ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
5. ELECTRICAL SERVICE SHALL BE 120 / 240 VAC SINGLE PHASE 3 WIRE 200 AMP SERVICE.
6. ALL CONSTRUCTION OF NEW SERVICE SHALL BE PERMANENTLY LOCATED IN EACH PANEL, SERVICE RACK, BOX, P-BOX, SWITCH BOX ETC. IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA).
7. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, SUPPLIES, INSTALLATION, CONSTRUCTION, TESTING, MAINTENANCE, ETC. FOR A COMPLETE AND PROPERLY OPERATING SYSTEM INCLUDING TRANSPORTATION AND STORAGE OF MATERIALS AS SPECIFIED HEREIN AND/OR AS OTHERWISE INDICATED.
8. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS FOR EACH CLASS OF WORK OR EQUIPMENT. MATERIALS SHALL BE LISTED IN SPECIFIC SECTIONS TO SUCH APPROVAL. MATERIALS SHALL BE TESTED BY CONTRACTOR AND THE CONTRACTOR SHALL SUBMIT TEST RESULTS TO THE ENGINEER. APPROVED MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPROVED STANDARDS ESTABLISHED BY ANSI, IEEE AND NEMA.
9. ALL CONDUIT INSTALLED SHALL BE SURFACE MOUNTED OR UNDER FLOOR UNDER CONDITIONS.
10. CONTRACTORS SHALL CAREFULLY CUT THEM WORK IN ACCORDANCE WITH ALL APPLICABLE ELECTRICAL AND LOCAL CODES AND ORDINANCES.
11. CONTRACTORS SHALL OBTAIN ALL NECESSARY PERMITS FOR PERMITS AND PAY ALL RELATED FEES.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR A PERSON OR PERSONS TO BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES UNDER THE CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES UNDER THE CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES UNDER THE CONTRACT.
13. ALL CONDUIT ONLY SHALL HAVE A PAIR WIRE ON EACH.
14. SERVICE PANELS SHALL HAVE ONE SET OF COMPLETE CONDUITS OF THE SIZE SHOWN FOR ALL WIRING, INCLUDING SERVICE PANELS AND CONDUITS.
15. ALL WIRING, INCLUDING SERVICE PANELS, SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES AND LOCAL CODES.
16. USE 1-1/2" CONDUITS FOR ALL WIRING - CONDUITS WITH OTHER THAN 1-1/2" CONDUITS FOR SERVICE PANELS.
17. ALL CONDUITS SHALL BE COPPER.
18. ALL CONDUIT RUNNERS, GAGES AND ELECTRICAL EQUIPMENT SHALL HAVE AN APPROVED SHORT CIRCUIT CURRENT RATING OF 10,000 A.M.P.
19. THE OTHER ELECTRICAL INSTALLATION SHALL BE INSTALLED AS SHOWN BY ALL APPLICABLE CODES, ORDINANCES AND LOCAL CODES.
20. PULLING, REPAIR AND PATCH ARE NOT TO BE MADE UNLESS AUTHORIZED BY THE CONTRACTOR.
21. W/VA
22. W/VA AND CABLE CONNECTIONS SHALL BE COPPER (C) AND INSULATED WIRE SPECIALLY BENT OVER CONDENSER OR TRANSFORMER.
23. CONDUITS CONNECTIONS SHALL BE GOLD TONED COPPER UNDER OVERHEAD WIRE.
24. W/VA
25. W/VA
26. W/VA
27. ALL ELECTRICAL EQUIPMENT SHALL BE LISTED WITH PERMANENT ENDORSED PLATE LABEL.
28. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES UNDER THE CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES UNDER THE CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES UNDER THE CONTRACT.
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<p>GENERAL NOTES</p> <p>NORMAL PUBLIC WORKS CH49-477C</p> <p>1991 EDITION</p> <p>MODIFIED BY 6/17/04</p>	<p>REVISIONS</p> <table border="1" style="margin: auto;"> <tr> <td>ISSUED FOR REVIEW</td> <td>11/27/04</td> </tr> <tr> <td>ISSUED FOR CONSTRUCTION</td> <td>2/08/04</td> </tr> </table>	ISSUED FOR REVIEW	11/27/04	ISSUED FOR CONSTRUCTION	2/08/04	<p>DATE</p> <p>11/27/04</p>	 <p>KCS CORPORATION CONSULTING ENGINEERS</p> <p>200 WEST 10TH AVENUE, SUITE 100 DENVER, COLORADO 80202 PHONE: 303-733-6600 FAX: 303-733-6601</p>
ISSUED FOR REVIEW	11/27/04						
ISSUED FOR CONSTRUCTION	2/08/04						
<p>N-3</p>	 <p>T-Mobile</p> <p>800 999 8888 OR 1-800-999-8888 PHONE: 703-999-8888 FAX: 703-999-8889</p>						



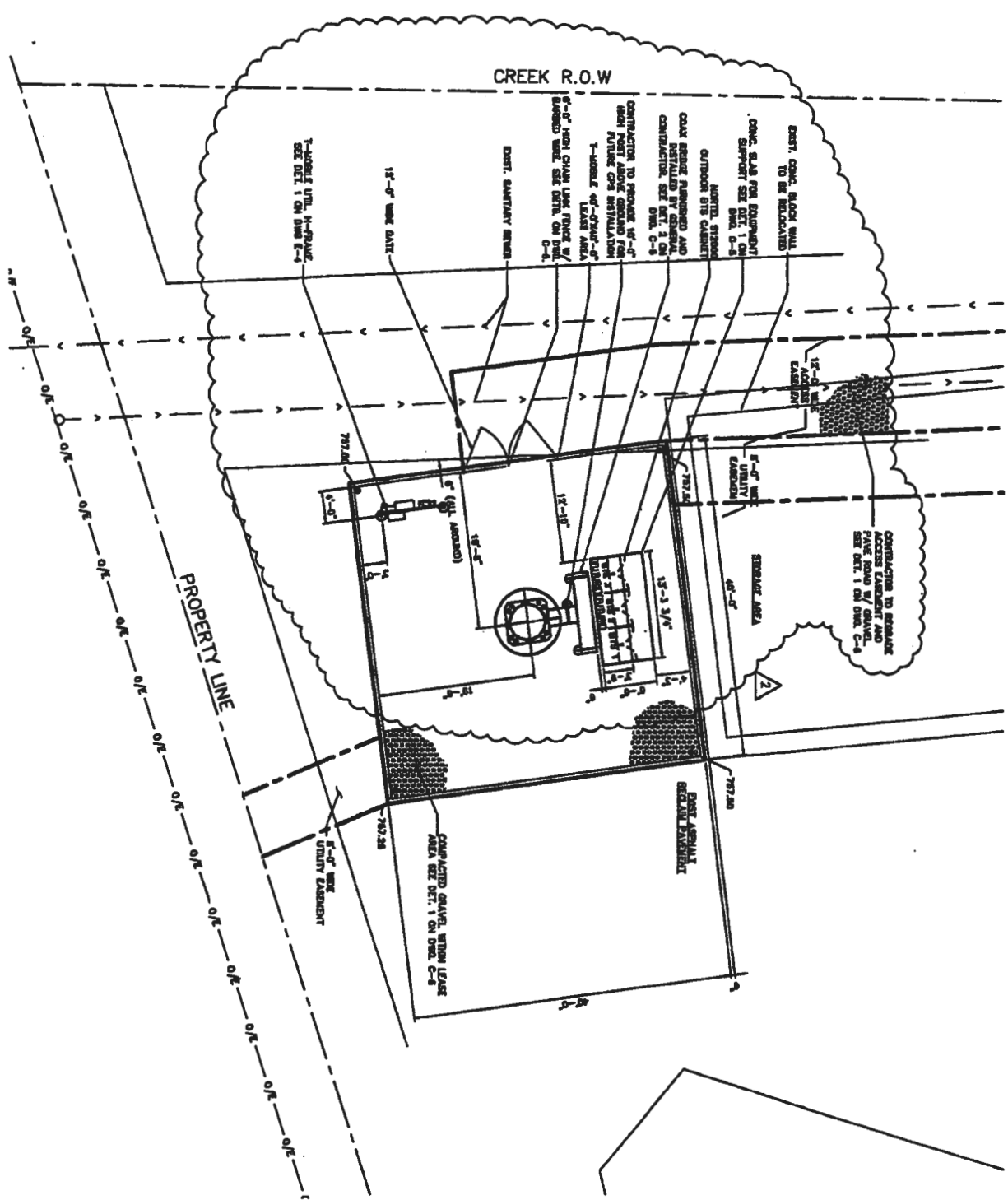
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 OMAHA, NE 68114
 (402) 426-1234

KCS CORPORATION
 CONSULTING ENGINEERS
 1000 N. WARRINER ST. SUITE 100
 OMAHA, NE 68114
 (402) 426-1234

DATE	REVISION
11/27/04	
2/26/04	ISSUED FOR CONSTRUCTION
3/27/04	REVISED PER COMMENTS

OVERALL SITE PLAN
 NORMAL
 PUBLIC WORKS
 CH48-477C
 WARRINER
 NORMAL, NE

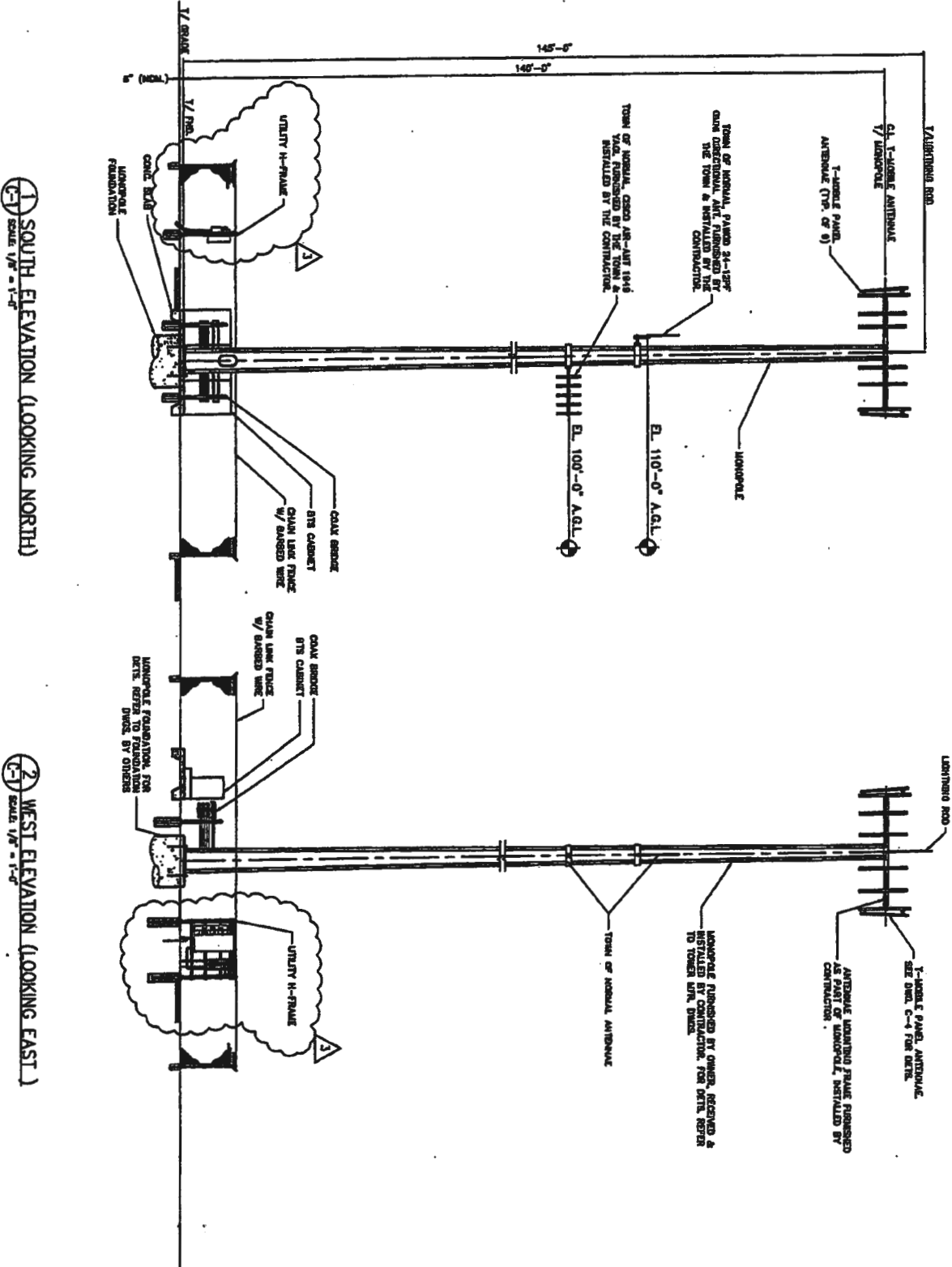
C-1



DETAILED SITE PLAN
SCALE 1/8" = 1'-0"



<p>REVISIONS</p> <p>NO. DESCRIPTION DATE</p> <p>1 ISSUED FOR REVIEW 11/27/04</p> <p>2 ISSUED FOR CONSTRUCTION 2/06/04</p> <p>3 REVISED ADDRESS AND UTILITY EASEMENT 6/31/05</p> <p>4</p> <p>5</p>	<p>DATE</p> <p>11/27/04</p> <p>2/06/04</p> <p>6/31/05</p> <p></p> <p></p>	<p>REVISIONS</p> <p>ISSUED FOR REVIEW 11/27/04</p> <p>ISSUED FOR CONSTRUCTION 2/06/04</p> <p>REVISED ADDRESS AND UTILITY EASEMENT 6/31/05</p> <p></p> <p></p>	<p>DATE</p> <p>11/27/04</p> <p>2/06/04</p> <p>6/31/05</p> <p></p> <p></p>			
				<p>DETAILED SITEPLAN</p> <p>NORMAL PUBLIC WORKS</p> <p>CH49-477C</p> <p>1301 WARNER NORMAN, IL 61791</p>		<p>KCS CORPORATION CONSULTING ENGINEERS</p> <p>ONE CENTRAL EXPRESSWAY NORMAN, IL 61791 PHONE: 312-399-8000 FAX: 312-399-8200</p>
				<p>T-Mobile</p> <p>ONE NEW YORK AVENUE, 10TH FLOOR NEW YORK, NY 10021 PHONE: 212-260-4000 FAX: 212-260-8200</p>		
				<p>C-2</p>		
				<p>SCALE</p> <p>1/8" = 1'-0"</p>		
<p>PROJECT INFORMATION</p> <p>PROJECT NO. CH49-477C</p> <p>DATE: 11/27/04</p> <p>DRAWN BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>SCALE: 1/8" = 1'-0"</p>						



1 SOUTH ELEVATION (LOOKING NORTH)
SCALE 1/8" = 1'-0"

2 WEST ELEVATION (LOOKING EAST)
SCALE 1/8" = 1'-0"

REVISIONS

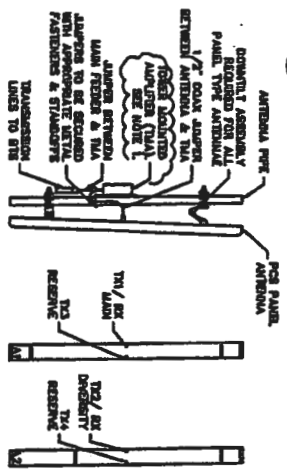
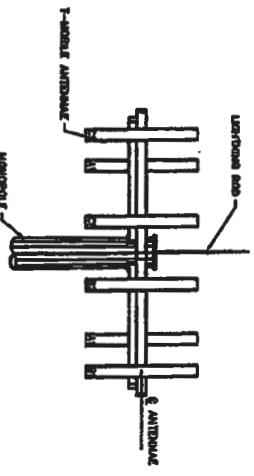
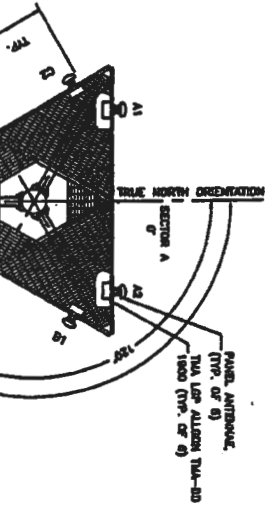
NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	11/27/04
2	ISSUED FOR CONSTRUCTION	2/08/04
3	REVISED CITY ANTENNAE	2/17/04
4	REVISED H-FRAME LOCATION	2/17/04

ELEVATION
NORMAL
PUBLIC WORKS
CH49-477C
1301 WARNER
NORFOLK, IL 61701

KCS CORPORATION
CONSULTING ENGINEERS
2100 W. BROADWAY, SUITE 4
NORFOLK, IL 61701
TEL: 815-223-5500
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100 WEST BROAD STREET, 1ST FLOOR
NORFOLK, VA 23510
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TOLL FREE: 800-950-5500

C-3



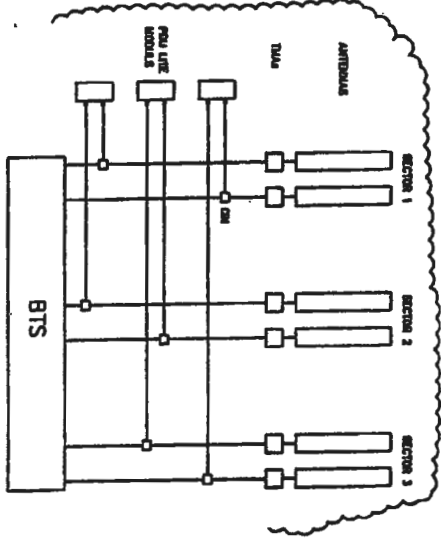
- NOTES:**
- A COMPLETE TMA INSTALLATION CONSISTS OF ONE AMPLETER FOR EACH ANTENNA (TYPICALLY 8 PER SITE) AND A POWER SUPPLY. THE AMPLETER IS SUPPLIED TO THE ANTENNA FROM THE POWER SUPPLY IN THE SITE.
 - ALL COMPONENTS AND ASSEMBLY TO BE SHIPPED PER SITE DATA SHEET FOR PRODUCT NUMBER FOR IDENTIFICATION.

ANTENNA SCHEDULE

SECTION	A	B	C
INITIAL ANTENNAS PER SECTION	2	2	2
RESERVED ANTENNAS PER SECTION	-	-	-
ANTENNA MFR.	DUE	DUE	DUE
ANTENNA MODEL NO.	MM-16-020	MM-16-020	MM-16-020
ANTENNA	0°	150°	300°
MECHANICAL ORIENTAL	0°	0°	0°
ORIENTAL BRACKET	DOMINANT	DOMINANT	DOMINANT
UPPER NO.			

TYPICAL ANTENNA CABLE COLOR CODING

SECTION	COLOR	ANTENNA	REFERENCE	FUNCTION
A	1 RED	A1	LINE	INTEGRATED
	2 BLUE	A2	LINE	INTEGRATED
	3 GREEN	A3	LINE	INTEGRATED
	4 YELLOW	A4	LINE	INTEGRATED
	5 PURPLE	A5	LINE	INTEGRATED
	6 BROWN	A6	LINE	INTEGRATED
	7 PINK	A7	LINE	INTEGRATED
	8 GRAY	A8	LINE	INTEGRATED
	9 BLACK	A9	LINE	INTEGRATED
	10 WHITE	A10	LINE	INTEGRATED
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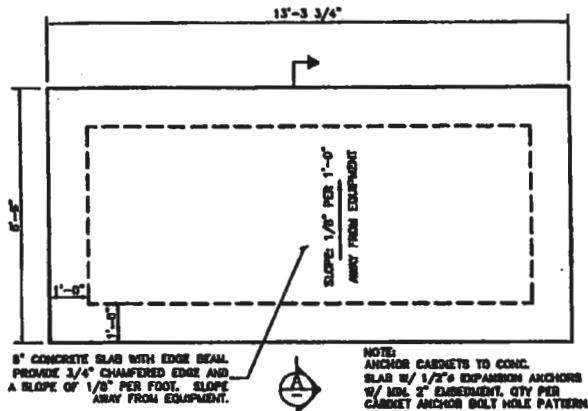
COAX SCHEDULE

SECTION	FUNCTION	DIALECTER	LENGTH
A	ANTENNA AMPLETER	1/2"	8'-0"
	MAIN COAX	1 5/8"	100'-0"
	BTS AMPLETER	1/2"	8'-0"
	ANTENNA AMPLETER	1/2"	8'-0"
	MAIN COAX	1 5/8"	100'-0"
	BTS AMPLETER	1/2"	8'-0"
	ANTENNA AMPLETER	1/2"	8'-0"
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	ANTENNA AMPLETER	1/2"	8'-0"
	MAIN COAX	1 5/8"	100'-0"
	BTS AMPLETER	1/2"	8'-0"

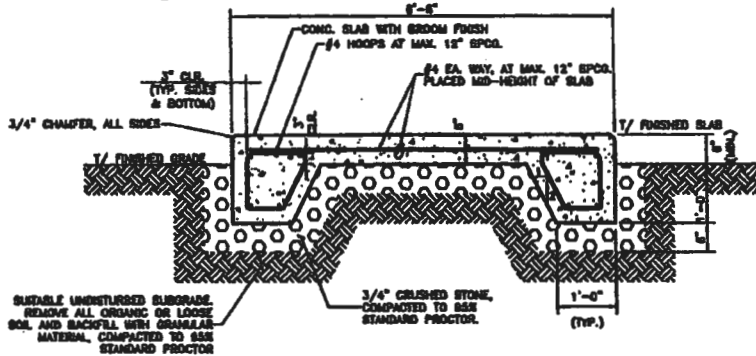
* WOULD FABRICATE BTS AMPLETERS

COAX CABLE IDENTIFICATION

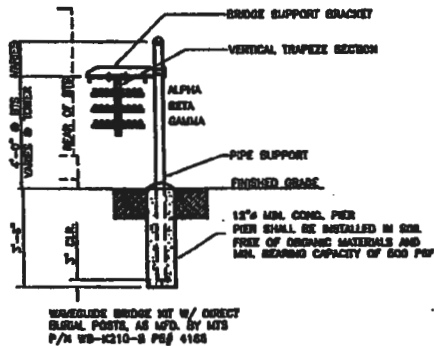
SECTION	AMPLETER	MAIN COAX	FUNCTION	LENGTH
A	1/2"	1 5/8"	ANTENNA AMPLETER	8'-0"
	1/2"	1 5/8"	MAIN COAX	100'-0"
	1/2"	1 5/8"	BTS AMPLETER	8'-0"
	1/2"	1 5/8"	ANTENNA AMPLETER	8'-0"
	1/2"	1 5/8"	MAIN COAX	100'-0"
	1/2"	1 5/8"	BTS AMPLETER	8'-0"
	1/2"	1 5/8"	ANTENNA AMPLETER	8'-0"
	1/2"	1 5/8"	MAIN COAX	100'-0"
	1/2"	1 5/8"	BTS AMPLETER	8'-0"
	1/2"	1 5/8"	ANTENNA AMPLETER	8'-0"
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	1/2"	1 5/8"	BTS AMPLETER	8'-0"
	1/2"	1 5/8"	ANTENNA AMPLETER	8'-0"
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	1/2"	1 5/8"	BTS AMPLETER	8'-0"
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	1/2"	1 5/8"	ANTENNA AMPLETER	8'-0"
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	1/2"	1 5/8"	BTS AMPLETER	8'-0"
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	1/2"	1 5/8"	ANTENNA AMPLETER	8'-0"
	1/2"	1 5/8"	MAIN COAX	100'-0"
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	1/2"	1 5/8"	ANTENNA AMPLETER	8'-0"
	1/2"	1 5/8"	MAIN COAX	100'-0"
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	1/2"	1 5/8"	BTS AMPLETER	8'-0"
	1/2"	1 5/8"	ANTENNA AMPLETER	8'-0"
	1/2"	1 5/8"	MAIN COAX	100'-0"
	1/2			



① PLAN-EQUIPMENT CONCRETE SLAB
SCALE: 1/2" = 1'-0"



② SECTION-CONCRETE SLAB
SCALE: 3/4" = 1'-0"



③ DETAIL-COAX BRIDGE
SCALE: 3/8" = 1'-0"

GENERAL NOTES:

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OR PROCEEDING WITH CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE REQUIREMENTS OF ALL DRAWINGS AND THEIR SHOP DRAWINGS AND WORK.
3. NO CHANGE IN SIZE OR DIMENSION OF STRUCTURAL MEMBERS SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
4. THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR SHALL FURNISH ALL TEMPORARY BRACING AND/OR SUPPORTS REQUIRED AS THE RESULT OF THE CONTRACTOR'S CONSTRUCTION METHODS AND/OR SEQUENCES.
5. DO NOT SCALE THESE DRAWINGS. USE DIMENSIONS.
6. THE CONTRACTOR SHALL INFORM THE ENGINEER IN WRITING OF ANY DEVIATION FROM THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL NOT BE RELIEVED OF THE RESPONSIBILITY FOR SUCH DEVIATION BY THE ENGINEER'S APPROVAL OF SHOP DRAWINGS, PRODUCT DATA, ETC., UNLESS THE CONTRACTOR HAS SPECIFICALLY INFORMED THE ENGINEER OF SUCH DEVIATION AT THE TIME OF SUBMISSION, AND THE ENGINEER HAS GIVEN WRITTEN APPROVAL TO THE SPECIFIC DEVIATION.
7. ALL THINGS WHICH, IN THE OPINION OF THE CONTRACTOR, APPEAR TO HAVE DEFICIENCIES, OMISSIONS, CONTRADICTIONS AND AMBIGUITIES, IN THE PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER, PLANS AND / OR SPECIFICATIONS WILL BE CORRECTED, OR A WRITTEN INTERPRETATION OF THE ALLEGED DEFICIENCY, OMISSION, CONTRADICTION OR AMBIGUITY WILL BE MADE BY THE ENGINEER BEFORE THE AFFECTED WORK PROCEEDS.

STRUCTURAL NOTES:

1. DESIGN AND CONSTRUCTION OF THE SITE SHALL CONFORM TO THE INTERNATIONAL BLDG. CODE, 2003.
2. DESIGN CRITERIA:
EQUIPMENT WT. 1412 LB. (TYP. 3 CARRIETS)
EQUIPMENT DIMENSIONS: 75" H. x 45" W. x 83" L.
BASIC WIND SPEED: 80 mph
EXPOSURE: 'C'
3. ALL DAMAGE TO GALV. COATINGS SHALL BE REPAIRED. NO ZINC OR PRE-GALV. SHALL BE USED FOR REPAIRS.

CONCRETE NOTES:

1. ALL FOUNDATIONS SHALL BEAR ON UNDISTURBED, NATURAL SUBGRADE WITH A MINIMUM BEARING CAPACITY OF 500 PSF AS DETERMINED AND APPROVED BY THE OWNER'S SOIL TESTING LABORATORY. THE SUITABLE BEARING MATERIAL SHALL BE VERIFIED BY ALTERN PROBE OR EQUIVALENT MEANS BY THE OWNER'S SOIL TESTING LABORATORY.
2. EXCEPT WHERE OTHERWISE INDICATED, CONCRETE SHALL BE NORMAL WEIGHT AND WITH MINIMUM 28-DAY COMPRESSIVE STRENGTHS OF $f'_c = 3000$ PSL. ALL EXTERIOR EXPOSED CONCRETE SHALL BE AIR ENTRAINED WITH 6% AIR CONTENT.
3. ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF ACI 318 AND ACI 301.
4. CEMENT SHALL CONFORM TO ASTM C150 TYPE 1. AGGREGATES SHALL CONFORM TO ASTM C33. (REGULAR WEIGHT)
5. NO CALCIUM CHLORIDE SHALL BE USED IN ANY CONCRETE.
6. CONCRETE MIX DESIGN SHALL BE SUBMITTED TO ARCHITECT/ ENGINEER FOR REVIEW.
7. REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60. ALL WELDED WIRE FABRIC SHALL CONFORM TO ASTM A183.
8. ALL CONCRETE REINFORCEMENT SHALL BE DETAILED, FABRICATED, LABELED, SUPPORTED AND SPACED IN FORMS AND SECURED IN PLACE IN ACCORDANCE WITH THE PROCEDURES AND REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", ACI 318. BAR SUPPORTS IN CONTACT WITH EXPOSED SURFACES SHALL BE PLASTIC TIPPED.
9. ALL REINFORCING BRACES SHALL CONFORM TO THE REQUIREMENTS OF ACI 318, LATEST EDITION, BUT IN NO CASE SHALL BE LESS THAN 3/8" BAR DIAMETERS, UNLESS NOTED OTHERWISE, WHERE REQUIRED, DONNELLS SHALL MATCH SIZE AND NUMBER OF MAIN REINFORCING.
10. WELDING OF REINFORCEMENT IS NOT PERMITTED.
11. MINIMUM CONCRETE COVER IS 3" MINIMUM. APPROVED SPACERS SHALL BE USED TO ENSURE MINIMUM COVER.
12. ALL EXPOSED EDGES OF CONCRETE SLABS SHALL BE ROUNDED OVER OR CHAMFERED 3/4"
13. CONSTRUCTION SHALL BE IN ACCORDANCE WITH GENERALLY ACCEPTED INSTALLATION PRACTICES.
14. CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREGATION OF CONCRETE MATERIALS, AND FROM DEPLETION OF WATER, SOIL, AND OTHER OCCURRENCES WHICH MAY DECREASE THE STRENGTH OR DURABILITY OF THE FOUNDATION.

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 DENVER, CO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112

REVISING	DATE	ISSUED FOR REVIEW	ISSUED FOR CONSTRUCTION
	11/27/04		2/24/04
▲		▲	▲
▲		▲	▲
▲		▲	▲

MISC. DETAILS
 NORMAL
 PUBLIC WORKS
 CH49-47C
CONTRACT NUMBER
 NORMAL, S. 1571

REVISIONS
 DATE
 BY
 CHECKED BY
 APPROVED BY

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SCALE: AS SHOWN

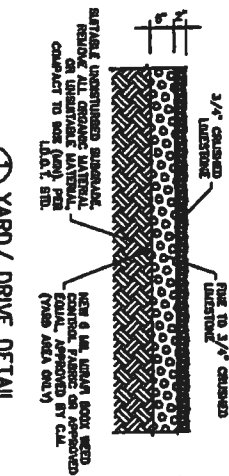
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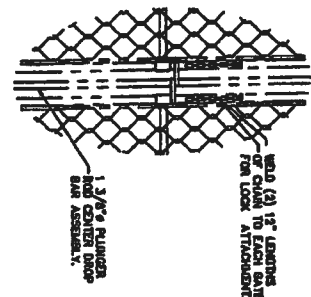
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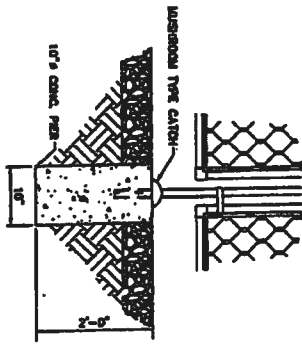
C-5



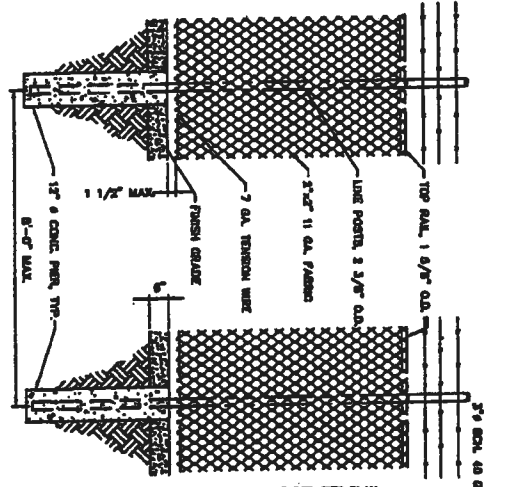
YARD/DRIVE DETAIL
SCALE: N.T.S.



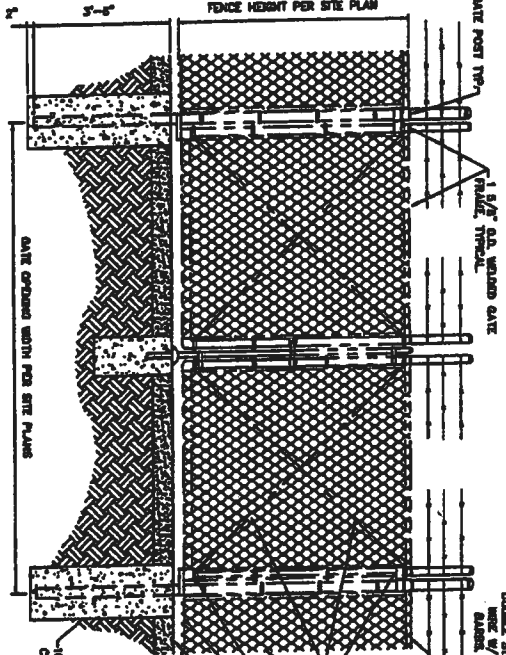
DETAIL - CENTRAL DROP BAR
SCALE: N.T.S.



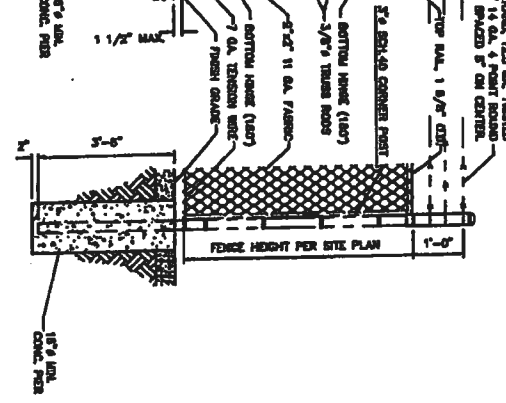
DETAIL - LINE POST
SCALE: N.T.S.



12'-0" DOUBLE SWING GATE
SCALE: N.T.S.



CORNER POST
SCALE: N.T.S.

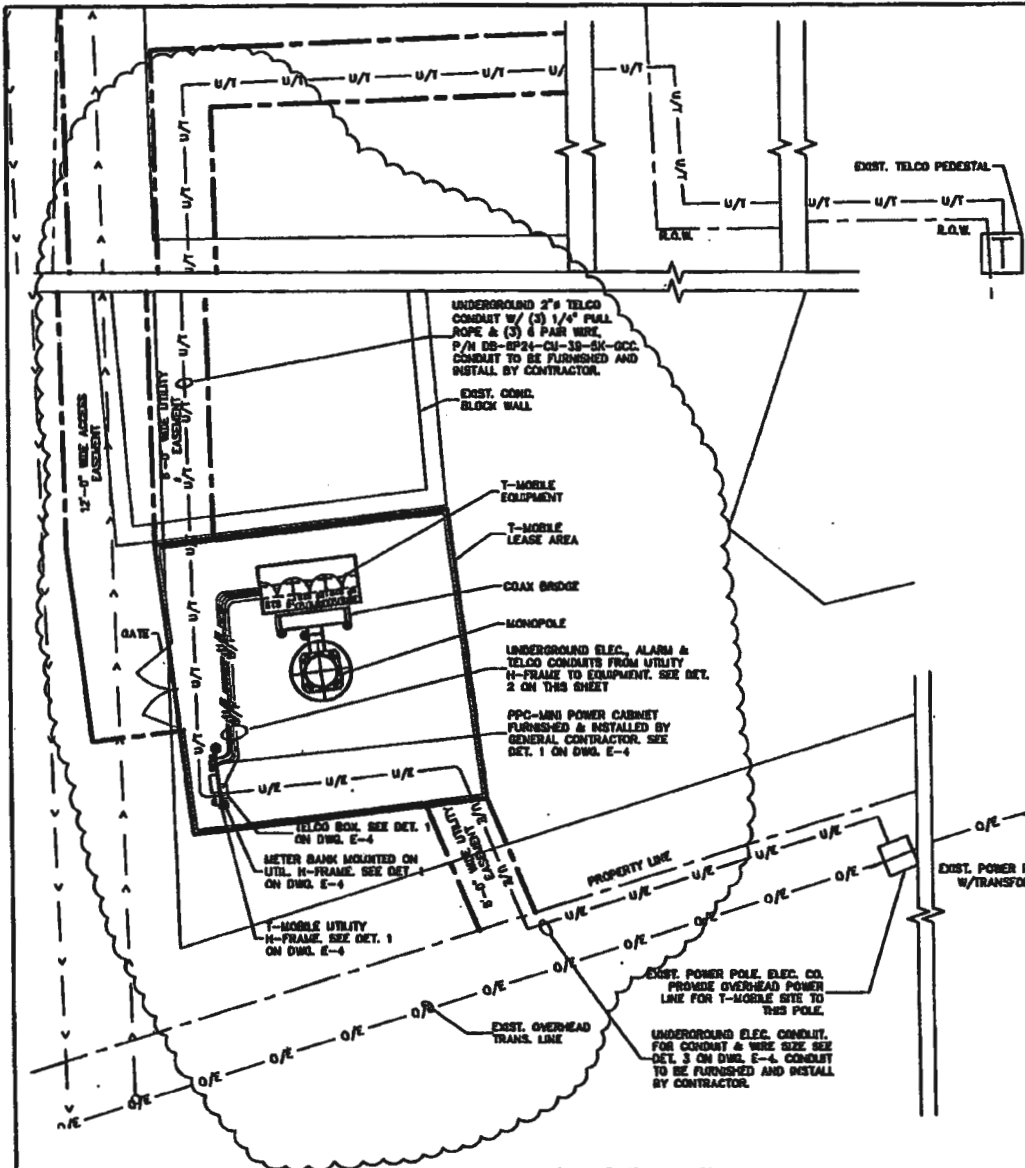


- TYPICAL WOVEN WIRE FENCING NOTES**
- (DETAIL FENCING PER ASTM F-957, SAND GATES PER ASTM F-800)
1. ALL FENCING AND RELATED ASSEMBLIES SHALL BE HOT DP GALVANIZED ZINC FRESH BOND WIRE - ASTM A646, (IF REQUIRED) FENCING - ASTM A646-54.
 2. FENCE POSTS - 5" DIA. PIPE SCHED. 40 FOR GATE WITH UP TO 6'-0" OR 12'-0" FOR DOUBLE SWING GATE.
 3. GUY CORDS A FULL POSTS 5" DIA. PIPE SCHED. 40 LINE POST 2 1/2" O.D.
 4. GATE FRAMES 1 1/2" DIA. PIPE SCHED. 40 LINE POST 2 1/2" O.D. ASSEMBLY.
 5. TOP RAIL, 1 1/2" O.D. PIPE, 17 GA. WIRE, COMPARED TO ASTM F-302.
 6. TOP RAIL, 1 1/2" O.D. PIPE, 17 GA. WIRE, COMPARED TO ASTM F-302.
 7. TOP RAIL, 1 1/2" O.D. PIPE, 17 GA. WIRE, COMPARED TO ASTM F-302.
 8. TOP RAIL, 1 1/2" O.D. PIPE, 17 GA. WIRE, COMPARED TO ASTM F-302.
 9. TOP RAIL, 1 1/2" O.D. PIPE, 17 GA. WIRE, COMPARED TO ASTM F-302.
 10. GATE LATCHES 1 1/2" O.D. FLANGED END W/ WILSON TYPE CATCH AND COORDINATION LOCK.
 11. PROVIDE A CORNER POST WHERE THE FENCE CHANGES IN DIRECTION, HORIZONTALLY OR VERTICALLY, BY USING THREE (3) POSTS.
 12. ALL CORNER POSTS SHALL BE 5" DIA. PIPE SCHED. 40.
 13. SAND GATE DOUBLE SWING 12.5 GA. TENSILE WIRE W/ 14 GA. 4 FT. SANDS SPACED AT 6" O.C.
 14. ALL CONCRETE FOOTINGS SHALL BE 2000 PSI CONCRETE.
 15. THE SOIL SHALL BE FREE OF ORGANIC MATERIALS AND HAVE MIN. BEARING CAPACITY OF 200 PSF.

NOTE
THE FENCE SHALL BE ORIGINATED
AS SHOWN IN ELECTRICAL DETAILS

<p>MISC. DETAILS</p> <p>NORMAL PUBLIC WORKS</p> <p>CH49-77C</p> <p>133 WILSON ROAD NORMAL, IL 61761</p>	<p>REVISIONS</p> <p>ISSUED FOR REVIEW 11/27/04</p> <p>ISSUED FOR CONSTRUCTION 2/08/04</p>	<p>DATE</p>	<p>KCS CORPORATION</p> <p>CONSULTING ENGINEERS</p>	<p>T-Mobile</p>
	<p>SCALE: N.T.S.</p>	<p>SCALE: N.T.S.</p>		

C-6



ELEC. & TELCO PLAN
SCALE: 3/32" = 1'-0"



GENERAL NOTES: (ELECTRICAL)

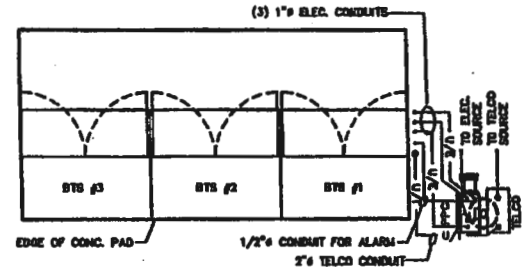
- PRIOR TO INSTALLING ANY ELECTRICAL WORK, THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY EXISTING SITE LOCATIONS AND CONDITIONS AND UTILITY SERVICE REQUIREMENTS OF THE JOB.
- IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN ITEMS SHOWN ON THE PLANS AND/OR SPECIFICATIONS, THE MORE RESTRICTIVE NOTE, SPECIFICATION OR CODE SHALL PREVAIL.
- ALL THINGS WHICH, IN THE OPINION OF THE CONTRACTOR, APPEAR TO BE DEFICIENCIES, OMISSIONS OR CONTRADICTIONS IN THE PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. PLANS AND/OR SPECIFICATIONS WILL BE CORRECTED, OR A WRITTEN INTERPRETATION OF THE ALLEGED DEFICIENCY, OMISSION, CONTRADICTION OR AMBIGUITY WILL BE MADE BY THE ENGINEER BEFORE THE AFFECTED WORK PROCEEDS.
- ELECTRICAL WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL LABOR MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE POWER AND LIGHTING SYSTEMS, TELEPHONE AND COMMUNICATION SYSTEMS, PANELS, BOARDS, CONDUITS, GROUNDING, ETC. AS INDICATED ON ELECTRICAL DRAWINGS OR AS REQUIRED BY CODE.
- ALL WORK SHALL COMPLY WITH THE N.E.C. (NATIONAL ELECTRICAL CODE) AND ANY LOCAL ORDINANCES, CODES, AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING JURISDICTION.
- ALL EQUIPMENT AND MATERIAL FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE (ALL) LISTED, NEW, FREE FROM DEFECTS, AND SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. SHOULD ANY TROUBLE DEVELOP DURING THIS PERIOD DUE TO FAULTY WORKMANSHIP, MATERIAL OR EQUIPMENT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS & LABOR TO CORRECT THE TROUBLE WITHOUT COST TO THE OWNER.
- ALL WORK SHALL BE EXECUTED IN A WORKMAN LIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING RELATED TO ELECTRICAL WORK, AND SHALL RESTORE ALL EXISTING LANDSCAPING, SPRINKLER SYSTEMS, CONDUITS, WIRING, PIPING, ETC. DAMAGED BY THE ELECTRICAL WORK TO ORIGINAL OR BETTER CONDITION.
- UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, & FALL OF POTENTIAL GROUND TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO P. M. CLEAN SITE OF ALL DEBRIS RESULTING FROM WORK AND LEAVE IN A COMPLETE AND UNDAMAGED CONDITION.
- ALL BROCHURES, MANUALS, CATALOGS, SHOP DRAWINGS, ETC., SHALL BE TURNED OVER TO THE OWNER AT JOB COMPLETION.

SERVICE EQUIPMENT NOTES:

- SERVICE EQUIPMENT SHALL HAVE A SHORT CIRCUIT RATING EQUAL TO OR EXCEEDING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL.
- ALL ELECTRICAL EQUIPMENT SHALL BE ANCHORED TO WITHSTAND 80 M.P.H. WIND SPEED, EXPOSURE C.
- ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT UV STABLE, WEATHER PROOF, ENGRAVED PLASTIC LABELS.
- REPAIR ANY EQUIPMENT PAINT SURFACE THAT HAS BEEN DAMAGED IN THE COURSE OF INSTALLATION.

NOTES:

- CONTRACTOR SHALL INDEPENDENTLY VERIFY LOCATION OF ALL EXIST UTILITIES, UNDERGROUND & ABOVE GROUND, AND AVOID ANY INTERFERENCE W/ EXIST. UTILITIES.
- ALL TRENCHING FOR U/O ELEC. & TELCO SERVICE SHALL BE HAND DUG IN THE VICINITY OF EXIST. UTILITIES.
- ALL WIRING SHALL BE THREE, CU, 600V RATED.
- UNLESS NOTED OTHERWISE, ALL CONDUIT RUNS SHALL CONFORM TO THE FOLLOWING:
 - ALL ABOVE GRADE, EXTERIOR CONDUITS SHALL BE HDGC W/ THREADED CONNECTIONS.
 - ALL BELOW GRADE HORIZONTAL CONDUITS SHALL BE SCH. 40 PVC.
 - ALL BELOW GRADE 90° AND 45° BENDS SHALL BE HDGC LONG SWEEP FITTINGS WITH THREADED CONNECTIONS.
 - ALL BELOW GRADE TO ABOVE GRADE RISERS SHALL BE HDGC W/ THREADED CONNECTIONS.
 - SEAL/TITE FLEXIBLE CONDUIT MAY BE USED WHERE CODE PERMITS.



ELECT. & TELCO CONDUIT SCHEMATIC
SCALE: N.T.S.

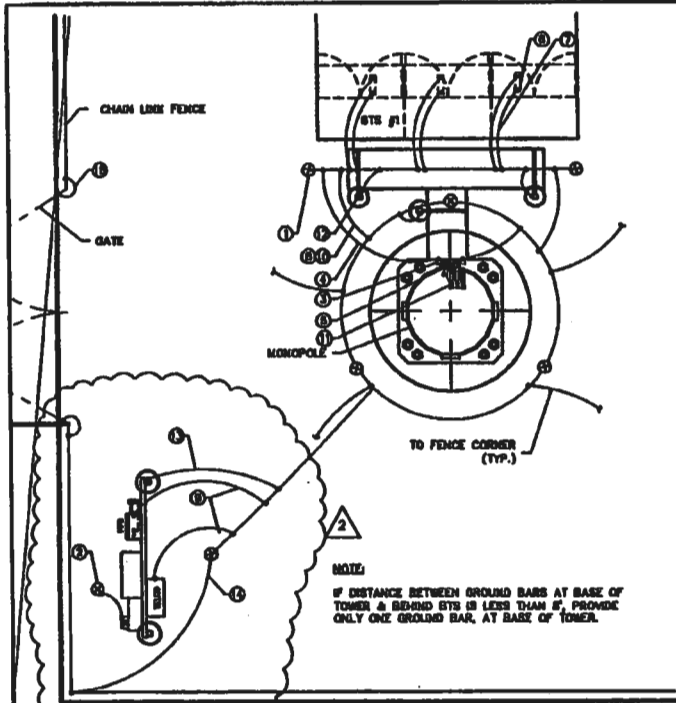
T-Mobile
 1000 WEST WASHINGTON AVE., 1ST FLOOR
 DENVER, CO 80202
 TEL: 303.733.1234

KCS CORPORATION
 CONSULTING ENGINEERS
 1000 WEST WASHINGTON AVE., 1ST FLOOR
 DENVER, CO 80202
 TEL: 303.733.1234

REVISIONS	DATE
ISSUED FOR REVIEW	11/27/04
ISSUED FOR CONSTRUCTION	2/05/05
REVISION ADDRESS AND UTILITY EASEMENT	5/21/05

ELECTRICAL PLAN
NORMAL
PUBLIC WORKS
CH49-477C
 NORMAL, I. 0770

DATE: 11/27/04
 DRAWN BY: CR
 CHECKED BY: MS
 CALLED FOR: 477C-01
 SHEET NO: E-1

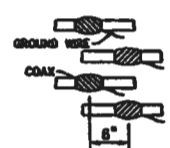
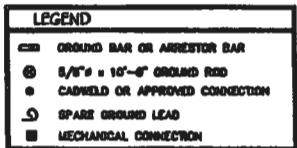


KEY NOTES:

1. 5/8" x 10'-0" COPPER CLAD GROUND ROD.
2. 5/8" x 10'-0" COPPER CLAD ISOLATED GROUND ROD FOR ELECTRICAL SERVICE (4" ABOVE GRADE)
3. MASTER GROUND BAR (MGB) - 1" OR LARGER COPPER GROUND BAR AS MFD. BY MTR PART # MGT-08716, PS # 4344
4. #2 SOLID THINED, BARE COPPER GROUND WIRE FROM LOWER TOWER GROUND BAR (2 READ.)
5. #2 AWG GREEN INSULATED STRANDED GROUND WIRE CONNECT TO LOWER TOWER GROUND BAR W/ 3 HOLE LONG BARREL COMPRESSION LUG, SUPPORT W/ WELDED GRP.
6. PLUMB GROUND BAR (SUPPLIED W/ PLUMB)
7. #2 AWG GREEN INSULATED STRANDED GROUND WIRE (2 READ.)
8. ALL GROUND LEADS ABOVE GROUND SHALL BE LOCATED INSIDE 3/4" SCH. 40 PVC PIPE.
9. #2 SOLID THINED, BARE COPPER GROUND WIRE BOND ELECTRICAL & WELDS SERVICE W/ VS TYPE CADWELD.
10. #2 SOLID THINED, BARE COPPER GROUND WIRE CONNECTING GROUND RING TO TOWER GROUND RING.
11. COAX GROUND HIT NEAR BASE OF TOWER CONNECTED TO GROUND BAR W/ COMPRESSION TYPE CONNECTION.
12. #2 SOLID THINED, BARE COPPER GROUND WIRE, BOND COAX BRIDGE POST W/ VS TYPE CADWELD. (1 PER POST REQUIRED).
13. #2 SOLID THINED, BARE COPPER GROUND WIRE, BOND UTILITY SUPPORT POST W/ VS TYPE CADWELD.
14. #2 SOLID THINED, BARE COPPER GROUND WIRE BOND FENCE CORNER POST W/ VS TYPE CADWELD.
15. A.L.T. OR EQUAL 3/0 GROUNDING CONDUCTOR W/ BLACK NEOPRENE INSULATION & PVC-CAPPED ENDS ATTACH TO GATE POST AND GATE FRAME W/ VS TYPE CADWELD. INSTALL W/ WELDS 12" ABOVE FINISHED GRADE.

GROUNDING NOTES:

1. GROUND RODS SHALL BE INSTALLED NOT MORE THAN 18 FEET APART.
2. GROUND RODS SHALL BE INSTALLED 42" MIN. BELOW GRADE.
3. ALL BELOW GRADE GROUND RINGS AND GROUND LEADS SHALL BE #2 AWG SOLID, THINED BARE COPPER WIRE.
4. ALL BELOW GRADE CONNECTIONS SHALL BE EXOTHERMIC WELDS.
5. UNLESS PROVIDED W/ A FACTORY APPLIED LEAD, ALL CONNECTIONS TO GROUND BARS SHALL BE SURBURY HYDRONUT COMPRESSION LUGS OR EQUAL.
6. ALL EXOTHERMIC WELDS TO GALVANIZED OR PAINTED STEEL SHALL BE TO BARE METAL. GRIND GALKY. FRESH OR PAINT OFF PRIOR TO WELDING. REPAIR GALKY. FRESH OR PAINT AS REQUIRED, MATCH PAINT COLOR.
7. ALL LUG CONNECTORS SHALL BE 2 HOLE LONG BARREL COMPRESSION TYPE OR APPROVED EQUAL.
8. ALL HARDWARE TO ATTACH MECHANICAL GROUND CONNECTIONS SHALL BE STAINLESS STEEL.
9. ALL MECHANICAL CONNECTIONS SHALL HAVE HOAX OR APPROVED EQUAL APPLIED BETWEEN COMPRESSION LUG AND FIXTURE.
10. ALL GROUND LEADS FROM BUS BARS TO GROUND RING SHALL BE CAD WELDED AT BOTH ENDS.



NOTE: STAGGER GROUNDING LOCATIONS ON CONSECUTIVE RUNS OF COAX AS SHOWN. (TYP. ALL LOCATIONS)

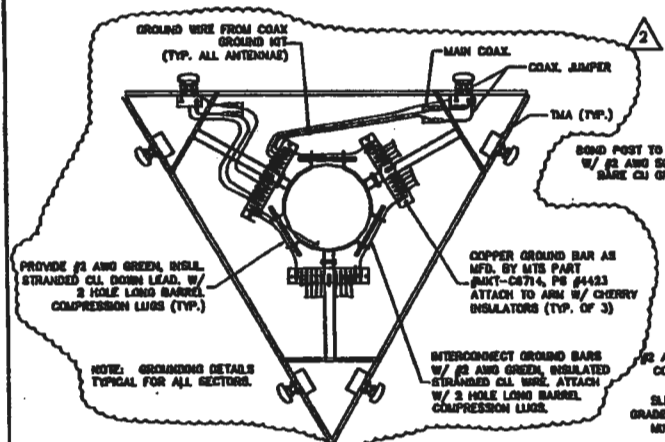
NOTE:

CONTRACTOR SHALL BE CAREFUL OF EXIST. BURIED GROUND WIRES DURING EXCAVATION. RELOCATE PROPOSED CONSTRUCTION TO AVOID INTERFERENCE W/ EXIST. GROUND WIRE. IF RELOCATION OF PROPOSED CONST. IS NOT POSSIBLE, RELOCATE EXIST. GROUNDING IN SUCH A WAY TO MAINTAIN INTEGRITY OF EXIST. GROUNDING SYSTEM.

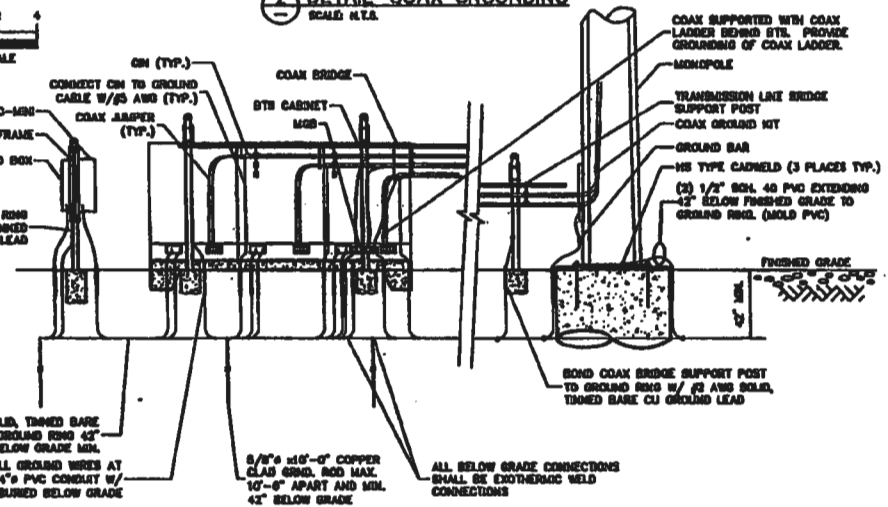
GROUNDING PLAN
SCALE: 1/4" = 1'-0"



DETAIL-COAX GROUNDING
SCALE: N.T.S.



ANTENNA PLATFORM GROUNDING DETAIL
SCALE: N.T.S.



TYPICAL SITE GROUNDING ELEVATION
SCALE: N.T.S.

T-Mobile
THE #1 CHOICE IN MOBILE PHONE SERVICE

KCS CORPORATION
CONSTRUCTION DIVISION

DATE	ISSUED FOR REVIEW	ISSUED FOR CONSTRUCTION	REV. ACCESS & UTILITY DESIGN
11/17/04	2/04/04	5/21/03	

GND. PLAN & ELEV.
NORMAL PUBLIC WORKS
CH49-47C
CON NUMBER: NORMAL 1.1701

E-3

EXHIBIT C

**Memorandum
of
Lease**

Memorandum of Lease
Assessor's Parcel Number: 14-32-280-006
Between Town of Normal ("Landlord")
and Voicestream GSM I Operating Company LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between Town of Normal ("Landlord") and Voicestream GSM I Operating Company LLC, a A Delaware Limited Liability Comapny ("Tenant") was made regarding a portion of following the property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for two (2) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Town of Normal

By: Christopher Koo
Printed Name: _____
Its: _____
Date: _____

TENANT: Voicestream GSM I Operating Company LLC

By: _____
Printed Name: _____
Its: _____
Date: _____

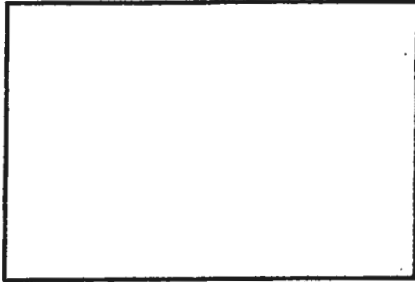
[Notary block for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title]
of _____ a _____ [type of entity], on behalf of
said _____ [name of entity].

Dated: _____



(Use this space for notary stamp/seal)

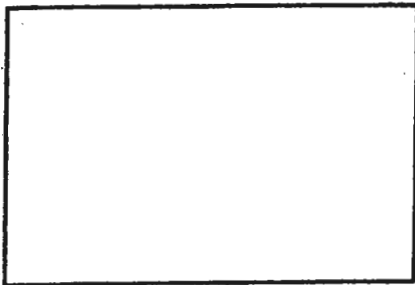
Notary Public
Print Name _____
My commission expires _____

[Notary block for Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____

Dated: _____



(Use this space for notary stamp/seal)

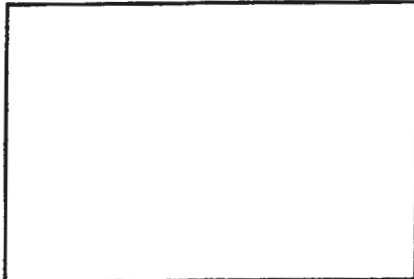
Notary Public
Print Name _____
My commission expires _____

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Greg Cisewski is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Regional Vice President, Engineering & Operations of Voicestream GSM I Operating Company LLC, a A Delaware Limited Liability Comapny, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

**Memorandum of Lease EXHIBIT A
Legal Description**

The Property is legally described as follows:

FIRST ADDITION TO PUBLIC WORKS SUBDIVISION, being a part of the Northwest Quarter of Section 32, Township 24 North, Range 2 East, Third Principal Meridian in the Town of Normal, McLean County, Illinois, with Certificate of Illinois Registered Land Surveyor No. 1785 dated February 3, 1978.

SITE DIRECTIONS

FROM T-MOBILE OFFICE, TAKE I-294 SOUTH TO I-55 SOUTH. EXIT BUS IN BLOCK/ NORMAL, GO LEFT (S) SOUTH, RIGHT ON HONEY, LEFT ON ARLAND, RIGHT ON WARNER, LEFT INTO PUBLIC WORKS.

VICINITY MAP



T-Mobile

SITE NAME
NORMAL PUBLIC WORKS

SITE NUMBER
CH49-477C
SITE ADDRESS
**1301 WARNER
NORMAL, IL 61781**

PROJECT TYPE
**(6) NEW ANTENNAE MOUNTED ON NEW MONOPOLE TOWER
WITH (12) COAXIAL CABLES AND (1) S12000 BTS EQUIPMENT
W/ PROVISION FOR (2) FUTURE LOCATED ON GRADE**

GEOGRAPHIC COORDINATES
(AND 83)
LATITUDE: 40° 29' 43.1" N
LONGITUDE: 89° 07' 24.1" W

REVIEWED BY:

PROPERTY OWNER OR REP.	OF
ZONING	NETWORK
CONSTRUCTION	CONTRACTOR
OPERATIONS	SITE ACQUISITION

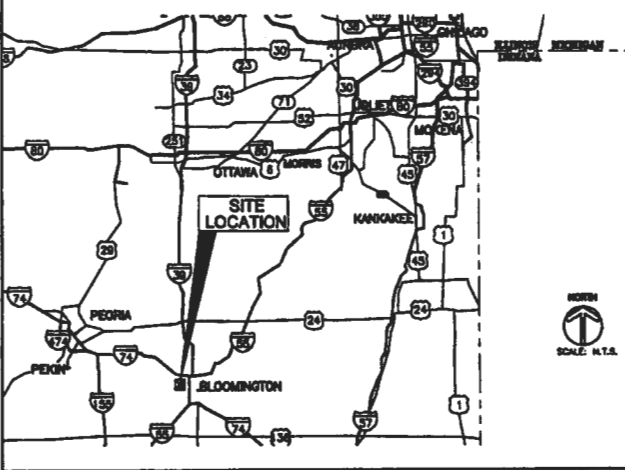
SHEET INDEX

	REV.	
T-1	TITLE SHEET	1
B-1	GENERAL NOTES	1
B-2	GENERAL NOTES	1
B-3	GENERAL NOTES	1
B-4	GENERAL NOTES	1
SD-1	SITE SURVEY	2
C-1	OVERALL PLAN	2
C-2	SITE PLAN	2
C-3	ELEVATIONS	2
C-4	ANT. & CABLE DETAILS	2
C-5	MISC. DETAILS	1
C-6	MISC. DETAILS	1
E-1	ELECTRICAL PLAN	2
E-2	ELECTRICAL DETAILS	2
E-3	GROUNDING PLAN	2
E-4	ELECTRICAL DETAILS	2



DATE	REVISIONS
1/27/04	DESIGNED FOR REVIEW
2/2/04	DESIGNED FOR CONSTRUCTION
2/2/04	REVIEWED SHEET INDEX

SITE LOCATION



PROJECT SUMMARY

ADMINISTRATION	MESSAGE	APPLICANT
JURISDICTION: TOWN OF NORMAL ZONING: M-1 CODE: INTERNATIONAL BUILDING CODE 2003 NATIONAL ELECTRIC CODE 2002	COMPANY: TOWN OF NORMAL CONTACT NAME: MIKE HALL PHONE: 309-464-8276 FAX: 309-464-8728 ADDRESS: P.O. BOX 569 NORMAL, IL 61781	VOICEMOBILE GSM 1 OPERATING COMPANY L.L.C. 6830 WEST BRYN MAWR AVE. 1ST FLOOR CHICAGO, IL 60631 PHONE: 773-644-8400 FAX: 773-644-8621

HANDICAP ACCESS REQUIREMENTS
SITE IS UNOCCUPIED AND NOT FOR HUMAN
HABITATION. HANDICAP ACCESS NOT
REQUIRED.

CONSULTANTS

GENERAL CONSULTANT	DESIGNER
KCS CORPORATION 1340 REDINGTON BL., SUITE 0 SCHAMBERG, IL 62573 CONTACT: MIKE BETH PHONE: 647-485-8250 E-MAIL: info@kcsmp.com	SCHRAMER & ASSOCIATES, L.P. 420 NORTH HENDERSON ST. GALESBURG, IL 61601 PHONE: 309-343-9917 FAX: 309-343-9987

UTILITIES

CONTRACTOR SHALL CALL J.U.L.I.E. AT 1-800-892-0123 OR LOCAL UTILITY LOCATING SERVICE AT LEAST
48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION FOR THE EXACT LOCATION OF EXIST. UTILITIES.

POWER: ILLINOIS POWER TELEPHONE: VERIZON

LEASING ENGINEER'S STAMPS

TITLE SHEET
NORMAL
PUBLIC WORKS
CH49-477C
CONTRACTOR
NORMAL, IL 61781

DATE	1/27/04
REVISIONS	DESIGNED FOR REVIEW
DATE	2/2/04
REVISIONS	DESIGNED FOR CONSTRUCTION
DATE	2/2/04
REVISIONS	REVIEWED SHEET INDEX

T-1

DIVISION 1 - GENERAL REQUIREMENTS

PART 1.0000

- 1.1 INTEREST
 - A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR COMPLETION.
 - B. THE DRAWER AND SPECIFICATIONS ARE ENTITLED TO THE WORK AND SHALL BE PROTECTED BY PATENT OR COPYRIGHT. NO OTHER PARTY SHALL BE PERMITTED TO REPRODUCE OR TRANSMIT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE DRAWER.
 - C. THE DRAWER AND SPECIFICATIONS ARE ENTITLED TO THE WORK AND SHALL BE PROTECTED BY PATENT OR COPYRIGHT. NO OTHER PARTY SHALL BE PERMITTED TO REPRODUCE OR TRANSMIT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE DRAWER.
 - D. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESCRIBE THE MATERIALS REQUIRED TO COMPLETE THE WORK.
 - E. UNLESS OTHERWISE SPECIFIED, ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SHOWN, INDICATED OR SPECIFIED IN BOTH THE DRAWINGS AND SPECIFICATIONS. THE DRAWER AND SPECIFICATIONS ARE ENTITLED TO THE WORK AND SHALL BE PROTECTED BY PATENT OR COPYRIGHT. NO OTHER PARTY SHALL BE PERMITTED TO REPRODUCE OR TRANSMIT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE DRAWER.
- 1.2 CONTRACTS
 - A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. NO OTHER CHANGE OF COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCES BETWEEN ACTUAL DIMENSIONS AND DRAWINGS. ANY SUCH DIFFERENCE IN DIMENSION WHICH MAY BE FOUND SHALL BE SUBMITTED TO THE OWNER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREA.
 - B. THE OWNER, IF AWARD OF THE CONTRACT, WILL NOT BE ALLOWED ANY OTHER COMPENSATION OR RESTRICTION OF ANY KIND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 - C. NO FIELD OF DIMENSION OR CONDITIONS THAT DO NOT APPEAR ON THE DRAWINGS OR IN THE SPECIFICATIONS SHALL BE EXCEPTED OR OF ANY OTHER RELIABLE MATTER CONCERNING THE WORK TO BE PERFORMED IN THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
- 1.3 CONTRACTORS AND WARRANTIES
 - A. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.
 - B. SET WATER CONSTRUCTION SERVICES AGREEMENT FOR AWTL DETAILS.
- 1.4 STORAGE
 - A. ALL MATERIALS MUST BE STORED IN A DRY AND OPEN AREA. MATERIALS SHALL BE PROTECTED FROM WEATHER AND OTHER DAMAGE. MATERIALS SHALL BE STORED IN A DRY AND OPEN AREA. MATERIALS SHALL BE PROTECTED FROM WEATHER AND OTHER DAMAGE.
- 1.5 CLEAN UP
 - A. THE CONTRACTOR SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR EXCESSIVE STOCKPILING OF MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION OF THE WASTE MATERIALS AND SHALL REMOVE ALL WASTE MATERIALS FROM THE BUILDING AREA. THE CONTRACTOR SHALL MAINTAIN ALL HIGHWAYS, SCUFFING AND CLEAN AND REPAIR ROAD SURF.
 - B. EXISTING VISUALLY RESPECT EXISTING SURFACES AND SHORES AND OTHER EXISTING FEATURES.
 - C. REMOVE ALL TRUCKS OF STAGED MATERIALS FROM ADJACENT SURFACES.
 - D. IT IS NECESSARY TO ACHIEVE A WORKMANLIKE DEGREE OF CLEANLINESS, MORE DOWN THE EXTENSION OF THE STRUCTURE.
 - E. REMOVE VISUALLY RESPECT EXISTING SURFACE AND SHORES AND OTHER EXISTING FEATURES.
 - F. REMOVE ALL TRUCKS OF STAGED MATERIALS FROM ADJACENT SURFACES.
 - G. REMOVE VISUALLY RESPECT EXISTING SURFACE AND SHORES AND OTHER EXISTING FEATURES.
 - H. REMOVE ALL TRUCKS OF STAGED MATERIALS FROM ADJACENT SURFACES.
- 1.6 CHANGE ORDER PROCEDURE
 - A. CHANGE ORDERS MAY BE INITIATED BY THE OWNER AND/OR THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION OF THE WASTE MATERIALS AND SHALL REMOVE ALL WASTE MATERIALS FROM THE BUILDING AREA. THE CONTRACTOR SHALL MAINTAIN ALL HIGHWAYS, SCUFFING AND CLEAN AND REPAIR ROAD SURF.
 - B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION OF THE WASTE MATERIALS AND SHALL REMOVE ALL WASTE MATERIALS FROM THE BUILDING AREA. THE CONTRACTOR SHALL MAINTAIN ALL HIGHWAYS, SCUFFING AND CLEAN AND REPAIR ROAD SURF.
- 1.7 RELATED DOCUMENTS AND COORDINATION
 - A. GENERAL NOTES, CIVIL, STRUCTURAL, ELECTRICAL AND MECHANICAL DRAWINGS SHALL BE REFERENCED BY PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION OF THE WASTE MATERIALS AND SHALL REMOVE ALL WASTE MATERIALS FROM THE BUILDING AREA. THE CONTRACTOR SHALL MAINTAIN ALL HIGHWAYS, SCUFFING AND CLEAN AND REPAIR ROAD SURF.
- 1.8 SHOP DRAWINGS
 - A. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS TO THE OWNER FOR APPROVAL.
 - B. ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND APPROVED BY THE CONTRACTOR BEFORE BEING SUBMITTED TO THE OWNER.
- 1.9 PRODUCTS AND SUBSTITUTIONS
 - A. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. EACH REQUEST IDENTIFY THE PRODUCT OR MATERIAL TO BE REPLACED AND THE REASON FOR THE SUBSTITUTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION OF THE WASTE MATERIALS AND SHALL REMOVE ALL WASTE MATERIALS FROM THE BUILDING AREA. THE CONTRACTOR SHALL MAINTAIN ALL HIGHWAYS, SCUFFING AND CLEAN AND REPAIR ROAD SURF.
- 1.10 QUALITY ASSURANCE
 - A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL BE THE BASIS FOR THE CONTRACTOR'S QUALITY ASSURANCE PROGRAM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION OF THE WASTE MATERIALS AND SHALL REMOVE ALL WASTE MATERIALS FROM THE BUILDING AREA. THE CONTRACTOR SHALL MAINTAIN ALL HIGHWAYS, SCUFFING AND CLEAN AND REPAIR ROAD SURF.
- 1.11 ADMINISTRATION
 - A. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL ASSIGN A PROJECT MANAGER WHO WILL BE RESPONSIBLE FOR THE MANAGEMENT OF THE PROJECT. THE PROJECT MANAGER SHALL BE RESPONSIBLE FOR THE COLLECTION OF THE WASTE MATERIALS AND SHALL REMOVE ALL WASTE MATERIALS FROM THE BUILDING AREA. THE CONTRACTOR SHALL MAINTAIN ALL HIGHWAYS, SCUFFING AND CLEAN AND REPAIR ROAD SURF.

DIVISION 2 - SITE WORK AND DRAINAGE

PART 2.0000

- 2.1 PLANNING CONSTRUCTION, CONTRACTOR MUST DESIGN THAT EXISTING AND SUBCONTRACTORS WILL HAVE THIS AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION OF THE WASTE MATERIALS AND SHALL REMOVE ALL WASTE MATERIALS FROM THE BUILDING AREA. THE CONTRACTOR SHALL MAINTAIN ALL HIGHWAYS, SCUFFING AND CLEAN AND REPAIR ROAD SURF.
- 2.2 PROVIDE WRITTEN DAILY UPDATES ON SITE PROGRESS TO THE OWNER.
- 2.3 COMPLETE DRAINAGE OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.
- 2.4 NOTIFY THE OWNER / PROJECT MANAGER IN WRITING NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURING, TOWER ERECTION, AND EQUIPMENT CHERRY PICKERS.
- 2.5 INSURANCE AND BONDS
 - A. CONTRACTOR SHALL AT THEIR OWN EXPENSE OBTAIN AND MAINTAIN THROUGHOUT THE TERM OF THE CONTRACT, WORKMANSHIP AND LIABILITY INSURANCE AND SHALL BE RESPONSIBLE FOR THE COLLECTION OF THE WASTE MATERIALS AND SHALL REMOVE ALL WASTE MATERIALS FROM THE BUILDING AREA. THE CONTRACTOR SHALL MAINTAIN ALL HIGHWAYS, SCUFFING AND CLEAN AND REPAIR ROAD SURF.
 - B. THE OWNER SHALL BE WAIVED AS AN ADDITIONAL, DESIRED ON ALL POLICIES.
 - C. CONTRACTOR MUST PROVIDE PROOF OF INSURANCE.
- 2.6 THE OWNER SHALL BE WAIVED AS AN ADDITIONAL, DESIRED ON ALL POLICIES.
- 2.7 CONSTRUCTION MUST PROVIDE PROOF OF INSURANCE.
- 2.8 WORK INCLUDED HEREIN TO THE SURVEY AND SITE PLAN FOR WORK INCLUDED.
- 2.9 RELATED WORK
 - A. CONSTRUCTION FOR EQUIPMENT PLATFORM AND FOUNDATION.
 - B. INSTALLATION OF AIRFLOW SUPPORT SYSTEM.
- 2.10 DESCRIPTIONS
 - A. ACCESS ROAD, TURNOFF ROAD AND SITE WORK, AS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION OF THE WASTE MATERIALS AND SHALL REMOVE ALL WASTE MATERIALS FROM THE BUILDING AREA. THE CONTRACTOR SHALL MAINTAIN ALL HIGHWAYS, SCUFFING AND CLEAN AND REPAIR ROAD SURF.
- 2.11 QUALITY ASSURANCE
 - A. VERIFICATION & LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, WILL BE PLACED AND MAINTAINED AS REQUIRED BY NURSERY INDUSTRY STANDARDS.
- 2.12 SOUNDINGS
 - A. CONVEYANCE STAIRS AND SET ELEVATION STAIRS FROM TO ANY CONSTRUCTION.
 - B. GRAB THE CONCRETE ROAD AND SET AREA AS STAGED FROM TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACKFILL ON SITE-SIDE MATERIAL.
 - C. CONVEYANCE TEMPORARY CONSTRUCTION ZONE ALONG ACCESS ROAD, IN ACCORDANCE WITH ALL LOCAL, STATE & FEDERAL RULES.
 - D. THE SITE AREA WILL BE REMOVED TO SUB-COURSE ELEVATION AND THE ACCESS ROAD TO BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS.
 - E. IF REMOVED, GRASS, SED, REMOVED AND MAINTAINED TO BE REPLACED IMMEDIATELY AFTER REMOVAL THE SITE AND ACCESS ROAD TO BASE COURSE ELEVATION, WITH TO EXISTING GROUND.
 - F. REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE.
- 2.13 SUBMITTALS
 - A. BEFORE CONSTRUCTION.
 - B. FOR LANDSCAPING REFER TO THE SITE PLAN AND DETAILS AND PROVIDE A LANDSCAPING PLAN WITH COST ESTIMATE, (IF REQUIRED).
- 2.14 WARRANTY
 - A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION OF THE WASTE MATERIALS AND SHALL REMOVE ALL WASTE MATERIALS FROM THE BUILDING AREA. THE CONTRACTOR SHALL MAINTAIN ALL HIGHWAYS, SCUFFING AND CLEAN AND REPAIR ROAD SURF.
 - B. AFTER CONSTRUCTION.
 - C. LANDSCAPING WARRANTY STATEMENT, IF REQUIRED.
- 2.15 WARRANTY
 - A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION OF THE WASTE MATERIALS AND SHALL REMOVE ALL WASTE MATERIALS FROM THE BUILDING AREA. THE CONTRACTOR SHALL MAINTAIN ALL HIGHWAYS, SCUFFING AND CLEAN AND REPAIR ROAD SURF.
 - B. AFTER CONSTRUCTION.
 - C. LANDSCAPING WARRANTY STATEMENT, IF REQUIRED.
- 2.16 DISTURBED AREAS WILL RESTORE GROUND TO NEW GRASS CONDITION FROM TO FINAL RESTORATION.
- 2.17 LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE COMPLETED FOR ONE YEAR FROM THE DATE OF FINAL RESTORATION.
- 2.18 DISTURBED AREAS WILL RESTORE GROUND TO NEW GRASS CONDITION FROM TO FINAL RESTORATION.
- 2.19 LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE COMPLETED FOR ONE YEAR FROM THE DATE OF FINAL RESTORATION.
- 2.20 DISTURBED AREAS WILL RESTORE GROUND TO NEW GRASS CONDITION FROM TO FINAL RESTORATION.
- 2.21 LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE COMPLETED FOR ONE YEAR FROM THE DATE OF FINAL RESTORATION.
- 2.22 DISTURBED AREAS WILL RESTORE GROUND TO NEW GRASS CONDITION FROM TO FINAL RESTORATION.
- 2.23 LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE COMPLETED FOR ONE YEAR FROM THE DATE OF FINAL RESTORATION.
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GENERAL NOTES
 NORMAL PUBLIC WORKS
 CH49-477C
 10/1/01

REVISIONS	DATE
ISSUED FOR REVIEW	11/27/04
ISSUED FOR CONSTRUCTION	2/28/04

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N-1

PART 1 - EXCAVATION (CONTINUED)

3.3 INSTALLATION (AS REQUIRED)

- A. THE SITE AND TURNAROUND AREAS SHALL BE AT THE SUB-BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS, GRADE OR FILL THE SITE AND ACCESS ROAD AS REQUIRED WITH THE SOIL RESULTING FROM EXCAVATING THE FOUNDATIONS (PROVIDE EVEN DISTRIBUTION). THE ELEVATIONS ARE TO BE CALCULATED FROM THE RESULTING GRADE.
- B. CLEAR EXCESS SPILLS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF THE OWNERS LEASE PROPERTY UNLESS AUTHORIZED BY PROJECT MANAGER, IN WRITING.
- C. THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION.
- D. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
- E. THE CONTRACT INCLUDES ALL NECESSARY GRADING, BANKING, DITCHING AND UNLESS OTHERWISE INDICATED, COVERING TWO INCHES OF SURFACE COURSE. ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO THE SITE, COMMENCING AT THE POINT OF INTERSECTION WITH THE NEAREST PUBLIC THOROUGHFARE, ARE INCLUDED IN SCOPE UNLESS OTHERWISE NOTED.
- F. WHEN IMPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
- G. PLACE FILL OR STONE IN SIX INCHES MAXIMUM LIFTS AND COMPACT BEFORE PLACING NEXT LIFT.
- H. THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND A MINIMUM OF ONE FOOT BEYOND THE SITE FENCE AND SHALL COVER THE AREA AS INDICATED.
- I. RPRAP SHALL BE APPLIED TO THE SIDE SLOPES OF ALL FENCED SITE AREAS, PARKING AREAS AND TO ALL OTHER SLOPES GREATER THAN 2:1.
- J. RPRAP SHALL BE APPLIED TO THE SIDES OF DITCHES OR DRAINAGE SLOPES AS INDICATED ON PLANS.
- K. RPRAP ENTIRE DITCH FOR SIX FEET IN ALL DIRECTIONS AT CULVERT OPENINGS.
- L. SEED, FERTILIZER AND STRAW COVER SHALL BE APPLIED TO ALL OTHER DISTURBED AREAS AND DITCHES, DRAINAGE SLOPES, NOT OTHERWISE RPRAPPED.
- M. UNDER NO CIRCUMSTANCES WILL DITCHES, SLOPES OR CULVERTS BE PLACED SO THEY DIRECT WATER TOWARDS, OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO, SITE. IF DESIGNS OR ELEVATIONS CONFLICT WITH THIS GUIDANCE ADVISE THE OWNER IMMEDIATELY, IN WRITING.
- N. IF DITCH LOSE WITH SLOPES GREATER THAN TEN PERCENT, MAINTAIN OVERSIZING HEADWALLS ON THE DITCH AT RPRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX FEET ABOVE THE CULVERT ENTRANCE.
- O. SEED AND FERTILIZER SHALL BE APPLIED TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. BARE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
- P. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
- Q. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE GROWTH OF SEEDING AND LANDSCAPED AREAS BY WATERING UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

3.4 FIELD QUALITY CONTROL

- A. COMPACTION SHALL BE 90% MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557 FOR SITE WORK AND 95% UNDER SLAB AREAS. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFLIED AT CONTRACTOR'S EXPENSE.
- B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE CONTRACT WILL BE WRAPPED, TIED WITH MOIST PROTECTED WIRE AND SECURED TO 2 INCHES X 2 INCHES X 4 FEET STEEL ANGLE EXTENDING TWO FEET INTO THE GROUND ON FOUR SIDES OF THE TREE.
- C. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.

0890 FENCE (IF REQUIRED)

PART 1 - GENERAL

- 1.1 WORK INCLUDED: REFER TO THE SITE PLANS FOR SIZE AND LOCATION OF FENCE AND GATES TO BE INSTALLED.
- 1.2 RELATED WORK
- A. COORDINATE FENCE GROUNDING WITH ELECTRICAL SUBCONTRACTOR.
- B. REFER TO DIVISION 2 - CONCRETE FOR SPECIFICATION OF CONCRETE AND GROUT.
- 1.3 QUALITY ASSURANCE
- A. ALL STEEL MATERIALS UTILIZED IN CONJUNCTION WITH THIS SPECIFICATION WILL BE GALVANIZED OR STAINLESS STEEL. WEIGHT OF ZINC COATING ON THE FABRIC SHALL BE NOT LESS THAN 12 OUNCES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE E ZINC, 1.5 OUNCES PER SQUARE FOOT.
- 1.4 SCHEDULING
- A. IF THE SITE AREA HAS BEEN BROUGHT UP TO SURFACE COURSE ELEVATION PRIOR TO FENCE CONSTRUCTION, FENCE POST EXCAVATION SPILLS MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SUB SURFACE COURSE.
- 1.5 SUBMITTALS
- A. MANUFACTURER'S DESCRIPTIVE LITERATURE.
- B. CERTIFICATE OF COMPLIANCE THAT SPECIFICATIONS HAVE BEEN MET.
- 1.6 APPLICABLE STANDARDS
- ASTM-A120 SPECIFICATION FOR PIPE, STEEL, BLACK AND HOT-DIPPED ZINC COATED (GALVANIZED) WELDED AND SEAMLESS FOR ORDINARY USES.
- ASTM-A123 ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.
- ASTM-A183 STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE.
- ASTM-A302 SPECIFICATION FOR ZINC-COATED STEEL CHAIN LINK FENCE FABRIC.
- ASTM-A491 SPECIFICATION FOR ALUMINUM-COATED STEEL CHAIN LINK FENCE FABRIC.
- ASTM-A525 STANDARD SPECIFICATION FOR STEEL SHEET ZINC COATED (GALVANIZED) BY THE HOT-DIPPED PROCESS.
- ASTM-A570 SPECIFICATION FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP STRUCTURAL QUALITY.
- ASTM-A585 SPECIFICATION FOR ALUMINUM COATED STEEL BARRED WIRE.
- FEDERAL SPECIFICATION BR-F-101-FENCES, WIRE AND POST METAL (AND GATES, CHAIN LINK FENCE FABRIC AND ACCESSORIES).

PART 1 - PRODUCTS

- 2.1 FENCE MATERIAL
- A. ALL FABRIC WIRE, RAILS, POLES, HARDWARE AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.
- B. FABRIC SHALL BE SIX FEET HIGH (VERIFY W/PROJECT MANAGER) TWO INCHES CHAIN LINK MESH OF NO. 9 GAUGE (0.148") WIRE. THE FABRIC SHALL HAVE A ROUNDED FINISH FOR THE TOP AND BOTTOM EDGES. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF ASTM A-382 CLASS 1.
- C. NOT USED.
- D. ALL POSTS SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE AND SHALL BE TYPE 1 ASTM A-126 AND OF THE FOLLOWING DIMENSION (OD PER FENCE INDUSTRY STANDARD):
 LINE 1-7/8 INCHES
 CORNER 3 INCHES
 GATE 3 INCHES
- E. NOT USED.
- F. ALL TOP AND BRACE RAILS SHALL BE 1 1/4" DIAMETER SCHEDULE 40, MECHANICAL-SERVICE PIPE. FRAMES SHALL HAVE WELDED CORNERS.

- M. GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE AND A FULL-WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.
- N. GATE HINGES SHALL BE MERCHANTS METAL MODEL 64388 HINGE ADAPTER WITH MODEL 6409, 180 DEGREE ATTACHMENT, OR EQUAL.
- O. THE GUIDE (LATCH ASSEMBLY) SHALL BE MERCHANTS METAL MODEL 2083, OR EQUAL.
- K. LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES.
- L. ALL STOPS SHALL HAVE KEEPERS CAPABLE OF HOLDING THE GATE LEAF IN THE OPEN POSITION.
- M. DOUBLE GATES SHALL HAVE A FULL HEIGHT PLUNGER BAR WITH DOME CAP.
- N. A NO. 9 GALVANIZED ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNER AND GATE POSTS.
- O. PLACE A SIX INCHES BY 1/2 INCH DIAMETER EYE-BOLT TO HOLD TENSION WIRE AT LINE POSTS.
- P. STRETCHER BARS SHALL BE 3/16 INCH BY 3/4 INCH OR HAVE EQUIVALENT CROSS SECTIONAL AREA.
- Q. ALL CORNER GATE AND END PANELS SHALL HAVE A 3/8 INCH TRUSS ROD WITH TURNBUCKLES.
- R. ALL POSTS EXCEPT GATE POSTS SHALL HAVE A COMBINATION CAP. GATE POSTS SHALL HAVE A DOME CAP.
- S. OTHER HARDWARE INCLUDES BUT MAY NOT BE LIMITED TO THE CLIPS, BAND CLIPS AND TENSION BAND CLIPS.
- T. ALL CAPS SHALL BE CAST STEEL.

PART 1 - EXECUTION

- 3.1 EQUIPMENT: EXCAVATE POST HOLES WITH MECHANICAL AUGER EQUIPMENT.
- 3.2 INSPECTIONS: EXCAVATE POST HOLES PER CONSTRUCTION DOCUMENTS, CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS.
- 3.3 INSTALLATION
- A. POST FOUNDATIONS SHALL HAVE A MINIMUM SIX-INCHES CONCRETE COVER UNDER POST.
- B. ALL FENCE POSTS SHALL BE VERTICALLY PLUMB WITHIN ONE INCH IN EIGHT FEET.
- C. AT CORNER POSTS, GATE POST AND SIDES OF GATE FRAME, FABRIC SHALL BE ATTACHED WITH STRETCHER AND TENSION BAND-CLIPS AT 15 INCH INTERVALS.
- D. AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH BAND-CLIPS AT 15 INCH INTERVALS.
- E. ATTACH FABRIC TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH THE CLIPS AT TWO FOOT INTERVALS.
- F. A MAXIMUM GAP OF TWO INCHES WILL BE PERMITTED BETWEEN THE CHAIN LINK FABRIC AND THE FINAL GRADE.
- G. GATES SHALL BE INSTALLED SO LOCKS ARE ACCESSIBLE FROM BOTH SIDES.
- H. CONCRETE FOR FENCE POSTS SHALL HAVE A MINIMUM OF 3000 PSI BREAKING STRENGTH AT 28 DAYS.
- 3.4 PROTECTION: UPON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CUTS OR GALVANIZING BREAKS WITH ZINC-BASED PAINT COLOR TO MATCH THE GALVANIZING PROCESS.

DIVISION 13 - SPECIAL CONSTRUCTION

13100 TOWER & ANTENNA INSTALLATION

PART 1 - GENERAL

- 1.1 WORK INCLUDED
- A. INSTALL ANTENNA AS INDICATED ON DRAWINGS AND OWNER SPECIFICATIONS.
- B. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.
- C. INSTALL FURNISHED GALVANIZED STEEL WAVEGUIDE LADDER.
- D. INSTALL WAVEGUIDE BRIDGE AS INDICATED ON DRAWINGS.
- E. SUPPLY AND INSTALL ONE ISOLATED GROUND BAR AT EQUIPMENT CABINET.
- F. SUPPLY AND INSTALL GROUNDING STRAP KITS WITH LEAD BARREL COMPRESSION LUGS (SAL TO ANDREW-2237007ED OR APPROVED EQUAL) ATOP TOWER BRSE BEFORE ENTERING THE EQUIPMENT. GROUNDING STRAPS TO BE CONNECTED TO ISOLATED GROUND BAR.
- G. ASSIST OWNER TECHNICIANS IN PERFORMING SWEEP TEST OF INSTALLED COAX.
- 1.2 REQUIREMENTS OF REGULATORY AGENCIES
- A. FURNISH U.S. LISTED EQUIPMENT WHERE SUCH LABEL IS AVAILABLE. INSTALL IN CONFORMANCE WITH U.L. STANDARDS WHERE APPLICABLE.
- B. INSTALL ANTENNA, ANTENNA CABLES, GROUNDING SYSTEM IN ACCORDANCE WITH DRAWINGS AND SPECIFICATION IN EFFECT AT PROJECT LOCATION AND RECOMMENDATIONS OF STATE AND LOCAL BUILDING CODES, SPECIAL CODES HAVING JURISDICTION OVER SPECIFIC PORTIONS OF WORK. THIS INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:
- 1.3 APPLICABLE STANDARDS
- A. EA - ELECTRONIC INDUSTRIES ASSOCIATION EA-22-F. STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.
- B. FAA - FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR AC 70/7480-04, OBSTRUCTION MARKING AND LIGHTING.
- C. FCC - FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS FORM 715, OBSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES AND FORM 718A, HIGH INTENSITY OBSTRUCTION LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES.
- D. AISC - AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.
- E. NATIONAL ELECTRICAL CODE, 2002 - ON TOWER LIGHTING KITS.
- F. UL - UNDERWRITER'S LABORATORIES APPROVED ELECTRICAL PRODUCTS.
- G. IN ALL CASES, PART 77 OR THE FAA RULES AND PARTS 17 AND 22 OF THE FCC RULES ARE APPLICABLE AND IN THE EVENT OF CONFLICT, SUPERSEDE ANY OTHER STANDARDS OR SPECIFICATIONS.
- H. LIFE SAFETY CODE NFPA - 101.

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DATE	REVISIONS	ISSUED FOR REVIEW	ISSUED FOR CONSTRUCTION	ISSUED FOR BIDDING	ISSUED FOR PERMITS
11/27/04					

GENERAL NOTES

NORMAL PUBLIC WORKS
CH48-477C
1000 WEST 10TH AVENUE, SUITE 100
DENVER, CO 80202

THIS DRAWING IS CONTROLLED BY THE PROJECT OFFICE. ANY CHANGES TO THIS DRAWING MUST BE MADE BY THE PROJECT OFFICE. ANY UNAUTHORIZED CHANGES TO THIS DRAWING WILL BE AT THE USER'S RISK. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST REVISIONS OF THIS DRAWING.

DATE: 04/04/05
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DIVISION 16 - GENERAL ELECTRIC

GENERAL ELECTRICAL PROVISIONS

1. SUBMITTAL OF BID INDICATES CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
2. CONTRACTOR SHALL PERFORM ALL VERIFICATION OBSERVATION TEST, AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ARCHITECT LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
3. HEIGHTS SHALL BE VERIFIED WITH OWNER PRIOR TO INSTALLATION.
4. THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
5. ELECTRICAL SERVICE SHALL BE 120 / 240 VAC SINGLE PHASE 3 WIRE 200 AMP SERVICE.
6. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANEL, BOARD, PULL BOX, 4-BOX SWITCH BOX, ETC. IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.).
7. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
8. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED "I" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NFPA.
9. ALL CONDUIT INSTALLED SHALL BE SURFACE MOUNTED OR DIRECT BURIAL UNLESS OTHERWISE NOTED.
10. CONTRACTOR SHALL CARRY OUT THEIR WORK IN ACCORDANCE WITH ALL GOVERNING STATE, COUNTY AND LOCAL CODES AND O.S.H.A.
11. CONTRACTOR SHALL SECURE ALL NECESSARY BUILDING PERMITS AND PAY ALL REQUIRED FEES.
12. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY OWNER. ANY WORK MATERIAL OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
13. ALL CONDUIT ONLY SHALL HAVE A PULL WIRE OR ROPE.
14. PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS AND CIRCUITS.
15. ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE TURNED OVER TO THE OWNER AT JOB COMPLETION.
16. USE T-TAP CONNECTIONS ON ALL MULT- CIRCUITS WITH COMMON NEUTRAL CONDUCTOR FOR LIGHTING FIXTURES.
17. ALL CONDUCTORS SHALL BE COPPER.
18. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
19. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES.
20. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
21. N/A
22. WIRE AND CABLE CONDUCTORS SHALL BE COPPER #12 AND MEDIUM UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.
23. GROUNDING CONDUCTORS SHALL BE SOLID TINED COPPER UNLESS OTHERWISE NOTED.
24. METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS, MANUFACTURED BY "SQUARE D COMPANY", OR APPROVED EQUAL.

25. ALL MATERIALS SHALL BE U.L. LISTED.
26. CONDUIT

A. RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2" LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.

B. ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LABEL, FITTING SHALL BE GLAND RING COMPRESSION TYPE. EMT SHALL BE USED ONLY FOR INTERIOR RUNS.

C. FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "LAME" OR "SQUEEZER" TYPE, SEAL TIGHT FLEXIBLE CONDUIT. ALL CONDUIT SHALL HAVE FULL SIZE EQUIPMENT GROUND WIRE.

D. N/A

E. PARALLEL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 30" BELOW GRADE - STACKED UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 24" BELOW GRADE.

F. ABOVE GROUND CONDUIT SHALL BE P.V.C. SCHEDULE 80 (UNLESS NOTED OTHERWISE).

27. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.

28. COORDINATE THE ELECTRICAL SERVICE WITH THE UTILITY COMPANY, AND PROMOTE EARLY UPDATES TO PH UNTIL FINAL ELECTRICAL SERVICE IS EFFECTED.

29. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL OF POTENTIAL GROUND TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.

30. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOODUP COSTS TO BE PAID BY CONTRACTOR.

GROUNDING STANDARDS

1.0. DEFINITIONS

- AGB ANTENNA GROUND BAR
- AMC AMERICAN WIRE GAUGE
- CAF WELDING: AN EXOTHERMIC WELDING PROCESS WHICH CREATES POSITIVE CONTACT OF POSITIVE CONTACT OF GROUNDING CONDUCTORS
- EMT ELECTRICAL METAL TUBING (LIGHT GAUGE METAL CONDUIT)
- EGC RIGID GALVANIZED CONDUIT, 3/4" OR HIGHER
- PVC POLY VINYL CHLORIDE CONDUIT
- MEB MASTER GROUND BAR
- RFI RADIO FREQUENCY INTERFERENCE
- TRF LETTER TYPE DESIGNATION FOR CONDUCTOR ISOLATION THAT IS A MOISTURE AND HEAT RESISTANT THERMOPLASTIC WITH A MAXIMUM OPERATING TEMPERATURE OF 75 DEGREES CELSIUS OR 167 DEGREES FAHRENHEIT.
- TA TENANT IMPROVEMENT

2.0. BACKGROUND

2.1. AREAS OF CONCERN: WHEN DESIGNING A GROUNDING SYSTEM FOR A MOBILE RADIO FACILITY THERE ARE FOUR INTERRELATED AREAS OF CONCERN. THE BASIC OBJECTIVE FOR EACH IS:

- A. LIGHTNING PROTECTION - TO MAINTAIN ALL EQUIPMENT AT THE SAME POTENTIAL DURING A LIGHTNING IMPULSE.
- B. RFI FOR NOISE REDUCTION CONTROL - TO ESTABLISH THE LOWEST POSSIBLE IMPEDANCE AMONG ALL EQUIPMENT.
- C. ELECTROSTATIC CONTROL - TO REDUCE ELECTROSTATIC DISCHARGE PROBLEMS.
- D. PERSONNEL SAFETY - TO MAINTAIN A MINIMUM VOLTAGE DIFFERENCE BETWEEN ANY TWO METALLIC OBJECTS WHICH PERSONNEL MIGHT CONTACT SIMULTANEOUSLY.

2.2. A/C GROUNDING

IN THIS GROUNDING SYSTEM THE A/C SERVICE GROUND SHALL BE KEPT ISOLATED FROM THE EQUIPMENT FRAME WORK AND LIGHTNING PROTECTION GROUND SYSTEMS EXCEPT FOR ONE SPECIFIC POINT.

THIS POINT IS THE MAIN GROUNDING POINT OF THE SYSTEM. THIS POINT IS TYPICALLY BE CONNECTING THE A/C SERVICE GROUND AT THE COMMERCIAL POWER RESEAR POLE DISCONNECT/METER BASE TO THE EXTERNAL GROUND RING. ALL GROUNDING CONNECTIONS INSIDE OF CABINETS SHALL BE SCRAPPED TO BARE METAL AND COATED WITH HALOXAL.

2.3. LIGHTNING CONSIDERATIONS

LIGHTNING DAMAGE OCCURS FROM EITHER INDUCTION OR FROM AN ACTUAL DIRECT STRIKE TO THE BUILDING, USUALLY TAKEN THROUGH THE TOWER AND/OR ANTENNAS. STRIKES TO OTHER NEARBY OBJECTS INCREASE HIGH ENERGY INTO POWER OR TELEPHONE CABLES ENTERING THE BUILDING. THIS TYPE OF EFFECT HISTORICALLY CAUSES MOST OF THE DAMAGE TO THE BUILDING AND ITS CONTENTS.

2.4. STATION GROUNDING SYSTEM

2.4.1. MATERIALS

- A. #2 AWG. BARE SOLID TINED COPPER WIRE, FOR ALL EXTERIOR CONDUCTORS AND TOWER GROUND BAR CONDUCTORS OR AS OTHERWISE SPECIFIED. GROUNDS TO THE LMAS SHALL BE NO. 8 STANDARD GREEN INSULATED ALUMINUM THE GROUND WIRE TO THE MEB SHALL BE GREEN UNADJACENT STANDARD #2 TINED WIRE BURIED CONNECTED TO THE BUSS BAR AND CONNECTED TO THE GROUND RING ON A GROUND ROD.
- B. #2 AWG. INSULATED STRANDED COPPER CABLE IS ACCEPTABLE FOR INTERIOR GROUND BAR CONDUCTORS ON TENANT IMPROVEMENT SITES.
- C. 5/8" X 1/4" GROUND RODS OF SOLID COPPER, STAINLESS STEEL OR COPPER CLAD HIGH STRENGTH STEEL.
- D. ABOVE GRADE CONNECTIONS SHALL BE ENERGY HYBRID GROUND COMPRESSION. BELOW GRADE CONNECTIONS SHALL BE CAD WELD OR OTHER APPROVED EXOTHERMIC WELDING SYSTEM FOR BONDING AS SPECIFIED.
- E. XIT OR ADVANCED GROUNDING ELECTRODE (AGE), ALL CHEMICAL GROUND RODS SHALL BE U.L. APPROVED.
- F. SOLID COPPER PLATES OF MINIMUM 3/16" X 4" SIZE AS SPECIFIED.
- G. NIOXALON OR APPROVED EQUAL CONDUCTIVE MEDIUM MATERIAL SHALL BE USED IN ALL MECHANICAL CONNECTIONS.
- H. #8 AND STRANDED INSULATED (GREEN) FOR ALL INTERNAL EQUIPMENT GROUNDING.
- I. MECHANICAL FASTENERS (I.E., DOUBLE LUGS, SPLIT BOLTS PARALLEL CONNECTORS) SHALL BE BRONZE, BRASS, COPPER OR STAINLESS STEEL AND HAVE NIOXALON BETWEEN CONDUCTOR AND CONNECTION.
- J. BOLTS, NUTS AND SCREWS USED TO FASTEN MECHANICAL CONNECTORS SHALL BE STAINLESS STEEL WITH STAR TYPE STAINLESS STEEL LOCK WASHERS.
- K. ALL LUG TUBE FASTENERS SHALL PROVIDE TWO HOLES TO ALLOW A DOUBLE BOLT CONNECTION.

2.4.2. MASTER GROUND BAR (MEB):

THE PURPOSE OF THE MASTER GROUND BAR IS TO GROUND THE BTS AND ANY OTHER METALLIC OBJECTS AROUND THE BTS.

IF AN MEB IS NOT PROVIDED WITH THE BTS, THE MEB SHALL BE AS FOLLOWS:
THE MEB IS A COPPER BAR MEASURING 4" X 2 1/2" X 1/4" LOCATED AS CLOSE TO THE BTS AS POSSIBLE. THE MEB SHALL HAVE A MINIMUM NUMBER OF 28 EACH 3/8" HOLES. GROUND BAR SHALL BE SUPPORTED BY MOUNTING BRACKETS WITH INSULATOR STANDOFFS. (2) #2 TINED SHALL BE MECHANICALLY ATTACHED (2) HOLE COMPRESSION LUG 3/8" HOLES, 1" CENTER TO CENTER SPACING TO THE MEB AND DOWN LEADS THEN THROUGH CONDUIT TO THE GROUND RING. THIS CONDUCTOR SHALL BE KEPT SEPARATE AND ISOLATED UNTIL TERMINATING AT THE MAIN GROUNDING POINT, (I.E. EXTERIOR GROUND RING OR BUILDING STEEL).

2.4.3. ANTENNA GROUND BAR (AGB):

THE PURPOSE OF THE ANTENNA GROUND BAR IS PRIMARILY FOR LIGHTNING PROTECTION. COAXIAL CABLE IS USUALLY THE ONLY ITEM GROUNDED TO THIS BAR. HOWEVER IT IS ACCEPTABLE TO BOND EXTERIOR, CABLE TRAY, NAME GUIDE PORTS AND CANTILEVERED WAVE GUIDE BROODS TO THE AGB.

THE AGB IS A COPPER BAR MEASURING 4" X 2 1/2" X 1/4" ON WHICH THE COAXIAL CABLE FROM THE ANTENNAS ARE PRIMARILY GROUNDED. THERE SHALL BE TWO AGBS, ONE LOCATED AT THE TOP OF THE TOWER AT THE START OF THE VERTICAL RUN OF COAX. THE OTHER AT THE BOTTOM OF THE VERTICAL RUN OF COAX BEFORE IT MAKES ITS BEND. IF THE TOWER IS OVER 200 FEET SHALL BE A THIRD AGB LOCATED AT THE MIDDLE OF THE TOWER. THE AGB SHALL HAVE A MINIMUM OF 28 EACH 3/8"

HOLES. GROUND BARS SHALL BE SUPPORTED BY MOUNTING BRACKETS WITH INSULATOR STANDOFFS. USE #2 AND SOLID TINED WIRE #2-HOLE SHORT BARREL COMPRESSION LUGS 3/8" HOLES, 1" CENTER TO CENTER SPACING. THIS CONDUCTOR SHALL BE KEPT SEPARATE AND ISOLATED UNTIL TERMINATING AT THE MAIN GROUNDING POINT (I.E. EXTERIOR GROUND RING OR BUILDING STEEL).

3.4. SURGE ARRESTOR GROUND BAR: N/A

3.5. GROUND RING AND GROUND RING PLACEMENT

THE OUTSIDE GROUND RING SHALL BE PLACED AROUND THE BTS AT A DISTANCE OF TWO (2) FEET FROM THE BTS AT A DEPTH OF 3'-6" OR 6" BELOW THE FROST LINE, WHICHEVER IS DEEPER. RODS SHALL BE DRIVEN TO A DEPTH SUCH THAT THE TOP OF THE RODS IS AT THE LEVEL OF THE GROUND RING CONDUCTOR. THE RODS SHALL BE PLACED ALONG THE RING AT THE FOLLOWING LOCATIONS:

- A. BELOW THE AREA OF THE INTERNAL MASTER GROUND BAR (MEB) FOR CONNECTION TO THE MEB.
- B. NEAR THE CORNERS OF THE BTS.
- C. AS REQUIRED TO ACHIEVE A MAXIMUM SPACING OF EIGHT (8) FEET BETWEEN GROUND RODS ALONG THE RING PERIMETER.
- D. AS REQUIRED ALONG THE RING PERIMETER TO ACHIEVE 6 OHMS OR LESS RESISTANCE WHEN TESTED.
- E. TWO RODS LOCATED ON OPPOSITE SIDES AT EACH TOWER LEG OR MONOPOLE.
- F. ONE ROD LOCATED BENEATH EACH END OF THE WAVE GUIDE BRIDGE OR CABLE TRAY.
- G. ONE ROD LOCATED ADJACENT TO THE STAIRWAY GENERATOR, AND IF SEPARATED BY MORE THAN EIGHT (8) FEET, ONE LOCATED ADJACENT TO THE FUEL TANK.
- H. ONE ROD LOCATED AT THE BASE OF THE TOWER FOR THE AGB.

3.6. TOWER GROUNDING (IF REQUIRED):

ALL MONOPOLES SHALL HAVE TWO GROUND RODS (MINIMUM). ALL OTHER TOWERS SHALL HAVE TWO GROUND RODS PLACED AT THE BASE OF EACH TOWER LEG. EACH MONOPOLE OR TOWER LEG SHALL BE BONDING TO THE SYSTEM VIA TWO #2 BARE TINED SOLID COPPER CONDUCTORS. SURGEY CONNECT THE CONDUCTORS TO ONLY STRUCTURAL BASE PLATES OR LUGS OR EARS AS MAY BE PROVIDED. NO SURGEY CONNECTIONS SHALL BE MADE TO THE VERTICAL WALLS OF THE STRUCTURE, NEVER GROUND TO HOLLOW LEG MEMBERS.

3.7. ANTENNA GROUNDING

EACH ANTENNA COAXIAL CABLE SHALL TYPICALLY BE GROUNDED AT THREE POINTS USING A RING-SHELL COAXIAL CABLE KIT FROM THE MANUFACTURER OF THE ANTENNA CABLE. A TYPICAL INSTALLATION SHALL BE AS FOLLOWS:

- A. THE FIRST GROUND CONNECTION SHALL OCCUR AS CLOSE TO THE ANTENNA AS POSSIBLE, BELOW THE FIRST POINT THE COAX CABLE BEGINS TO RUN VERTICAL DOWN THE TOWER. THIS GROUND SHALL TERMINATE DIRECTLY TO THE TOP AGB. ON A TA, GROUND TO THE AGB AT THE ANTENNA MOUNT.
- B. THE SECOND GROUND SHALL BE MADE AT THE BOTTOM OF THE VERTICAL RUN OF THE COAXIAL CABLE AS IT TURNS OUT AWAY FROM THE TOWER TOWARDS THE BTS. THIS GROUND SHALL BE TERMINATED AT THE GROUND BAR AT BASE OF TOWER. THE GROUND BAR SHALL HAVE TWO (2) LEADS OF #2 AWG BARE TINED SOLID COPPER WIRE, AND SHALL TERMINATE AT THE TOWER GROUND RING. THESE SHALL BE ENCASED IN PVC PIPE.
- C. THE THIRD GROUND SHALL BE MADE PRIOR TO COAX ENTRY INTO BTS. THE GROUND WIRE SHALL BE TERMINATED AT MASTER GROUND BAR. THE MASTER GROUND BAR SHALL HAVE TWO (2) LEADS OF #2 AWG BARE TINED SOLID COPPER WIRE, AND SHALL TERMINATE AT THE TOWER GROUND RING. THESE SHALL BE ENCASED IN PVC PIPE.



REVISIONS	DATE
ISSUED FOR REVIEW	11/27/04
ISSUED FOR CONSTRUCTION	12/06/04

GENERAL NOTES
NORMAL PUBLIC WORKS
CH49-477C
 (REVISED 11/18/03)

DATE	11/27/04
BY	CS
CHECKED BY	MS
DATE	07/02/05
BY	MS
CHECKED BY	477C-MS
BY	MS

GROUNDING STANDARDS (CONTINUED)

3.0 PROTECTIVE FENCE GROUNDING (AS REQUIRED):

- A. CORNER AND END POSTS
 - 1. ALL FENCE CORNER AND END POSTS (REGARDLESS OF TYPE) SHALL BE INSTALLED ON A 4" X 4" OR 6" X 6" SOLID DRYWOOD CLASS GROUND ROD AND MUST BE INSTALLED AT THE CORNER AND END POSTS OF THE FENCE. THESE POSTS SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.
 - 2. ALL CORNER AND END POSTS SHALL BE INSTALLED ON A 4" X 4" OR 6" X 6" SOLID DRYWOOD CLASS GROUND ROD AND MUST BE INSTALLED AT THE CORNER AND END POSTS OF THE FENCE. THESE POSTS SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.
- B. DATE POSTS
 - 1. DATE POSTS SHALL BE INSTALLED TO EACH CORNER TO ENSURE THE FENCE IS ELECTRICAL CONTINUITY. CONNECTIONS SHALL BE MADE BY A #2 AWG BARE SOLID TROD COPPER WIRE.
 - 2. ALL CORNER AND END POSTS SHALL BE INSTALLED ON A 4" X 4" OR 6" X 6" SOLID DRYWOOD CLASS GROUND ROD AND MUST BE INSTALLED AT THE CORNER AND END POSTS OF THE FENCE. THESE POSTS SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.
- C. GATES
 - 1. GATES SHALL BE INSTALLED TO DATE POSTS WITH A 1/2" BRAIDED STRAP TYPE STRAP. THE CONNECTIONS SHALL BE MADE BY A #2 AWG BARE SOLID TROD COPPER WIRE.
 - 2. ALL CORNER AND END POSTS SHALL BE INSTALLED ON A 4" X 4" OR 6" X 6" SOLID DRYWOOD CLASS GROUND ROD AND MUST BE INSTALLED AT THE CORNER AND END POSTS OF THE FENCE. THESE POSTS SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.
- D. ALL CORNER AND END POSTS SHALL BE INSTALLED ON A 4" X 4" OR 6" X 6" SOLID DRYWOOD CLASS GROUND ROD AND MUST BE INSTALLED AT THE CORNER AND END POSTS OF THE FENCE. THESE POSTS SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.

3.0 GENERATOR FUEL TANK GROUNDING (IF REQUIRED):

- A. THE GENERATOR FUEL TANK, IF REQUIRED, SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.
- B. ALL CORNER AND END POSTS SHALL BE INSTALLED ON A 4" X 4" OR 6" X 6" SOLID DRYWOOD CLASS GROUND ROD AND MUST BE INSTALLED AT THE CORNER AND END POSTS OF THE FENCE. THESE POSTS SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.

3.10 EQUIPMENT ROOM GROUNDING (IF REQUIRED):

- A. THE MASTER GROUND BAR (MGB) SHALL BE INSTALLED IN THE EQUIPMENT ROOM AND SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.
- B. ALL CORNER AND END POSTS SHALL BE INSTALLED ON A 4" X 4" OR 6" X 6" SOLID DRYWOOD CLASS GROUND ROD AND MUST BE INSTALLED AT THE CORNER AND END POSTS OF THE FENCE. THESE POSTS SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.

3.11 WALL PENETRATION SERVICE (IF REQUIRED):

- A. WALL PENETRATION SERVICE SHALL BE INSTALLED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.

3.12 A/C COMMERCIAL POWER GROUNDING CONNECTIONS (IF REQUIRED):

- A. AT THE ON-SITE METER LOCATION OR UNDERGROUND SERVICE ENTRANCE LOCATION, THE A/C SERVICE SHALL BE INSTALLED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.
- B. ALL CORNER AND END POSTS SHALL BE INSTALLED ON A 4" X 4" OR 6" X 6" SOLID DRYWOOD CLASS GROUND ROD AND MUST BE INSTALLED AT THE CORNER AND END POSTS OF THE FENCE. THESE POSTS SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.

3.13 GENERATOR RECEPTACLE GROUNDING:

- A. THE GENERATOR RECEPTACLE (VARIABLE FLOW) SHALL BE INSTALLED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.

3.14 COIL BROOD / CABLE TRAY GROUNDING:

- A. THE COIL BROOD / CABLE TRAY SHALL BE INSTALLED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.
- B. ALL CORNER AND END POSTS SHALL BE INSTALLED ON A 4" X 4" OR 6" X 6" SOLID DRYWOOD CLASS GROUND ROD AND MUST BE INSTALLED AT THE CORNER AND END POSTS OF THE FENCE. THESE POSTS SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.

3.15 COLD WELDS & BATTERY CONNECTIONS:

- A. COLD WELDS (ELECTRICAL WELDS) AND BATTERY CONNECTIONS SHALL BE INSTALLED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.
- B. ALL CORNER AND END POSTS SHALL BE INSTALLED ON A 4" X 4" OR 6" X 6" SOLID DRYWOOD CLASS GROUND ROD AND MUST BE INSTALLED AT THE CORNER AND END POSTS OF THE FENCE. THESE POSTS SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.

3.16 CHEMICAL GROUND RODS (IF REQUIRED):

- A. CHEMICAL GROUND RODS SHALL NOT BE INSTALLED ON GROUND ROD INSTALLATIONS WITH NORMAL SOIL. CHEMICAL GROUND RODS SHALL BE INSTALLED ONLY FOR SPECIAL DESIGN APPLICATIONS THAT REQUIRE SPECIAL GROUNDING DUE TO SPECIAL SITE CONDITIONS.

3.17 TOWER IMPROVEMENT SITE GROUNDING: N/A

3.18 LIMITS OF EROSION:

- A. IT IS IMPORTANT THAT THE GROUNDING CONDUCTOR CONNECTING THE BOND AND OUTSIDE GROUND SYSTEMS BE AS STRAIGHT AS POSSIBLE, WITH NO TURN OR BEND SHORTER THAN ONE FOOT HAVING WITH A SINGLE FOOT RADIUS PROGRAM. NO RIGHT ANGLE OR SHARP BENDS SHALL BE ALLOWED.

3.19 BONDING PREPARATION & FINISH:

- A. ALL SURFACES BEFORE PREPARATION SHALL BE CLEANED OF OTHER COATINGS OR BONDING MATERIALS. GALVANIZED SURFACES SHALL BE CLEANED OF BONDING MATERIALS TO THE POINT OF EXPOSING THE STEEL SURFACE BELOW PRIOR TO BONDING THE GROUND CONDUCTOR. FOR OTHER SURFACES INCLUDING COPPER BARS AND COPPER RODS, THE SURFACES SHALL BE CLEANED OF ALL OILS, GREASES, AND OTHER CONTAMINANTS. THE SURFACES SHALL BE INSTALLED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.
- B. ALL CORNER AND END POSTS SHALL BE INSTALLED ON A 4" X 4" OR 6" X 6" SOLID DRYWOOD CLASS GROUND ROD AND MUST BE INSTALLED AT THE CORNER AND END POSTS OF THE FENCE. THESE POSTS SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.

3.20 TESTING:

- A. THE OUTSIDE GROUND ROD SHALL BE TESTED AFTER INSTALLATION BUT PRIOR TO BACKFILLING THE GROUND ROD TRENCH. THE GROUND FIELD RESISTANCE SHALL BE TESTED AT THE POINT OF INSTALLATION. ANY RESISTANCE ABOVE 5 OHMS OR LESS TO GROUND. ANY RESISTANCE ABOVE 5 OHMS OR LESS TO GROUND. ANY RESISTANCE ABOVE 5 OHMS OR LESS TO GROUND. ANY RESISTANCE ABOVE 5 OHMS OR LESS TO GROUND.
- B. ALL CORNER AND END POSTS SHALL BE INSTALLED ON A 4" X 4" OR 6" X 6" SOLID DRYWOOD CLASS GROUND ROD AND MUST BE INSTALLED AT THE CORNER AND END POSTS OF THE FENCE. THESE POSTS SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.

3.21 SPECIAL CONDITIONS:

- A. HIGH SOIL CONDITIONS EXIST (I.E. NON-COMPACTABLE ROCK, GRAVEL, SAND, ETC.) THAT PRESENTS THE INSTALLATION OF THE STANDARD GROUNDING SYSTEM AND PROCEDURES, THEN PROJECT MANAGER SHALL PROVIDE FURTHER DIRECTION.

3.21.1 EXTERNAL GROUND ROD

- A. THE EXTERNAL GROUND ROD SHALL EXTEND TO THE MAXIMUM ALLOWABLE DEPTH.

3.21.2 Ground rods (replacement)

- A. WHEN GROUND RODS CANNOT BE DRIVEN INTO THE SOIL VERTICALLY TO THE REQUIRED DEPTH, THE FOLLOWING METHODS OF SUBSTITUTION MAY BE USED. THESE ARE SUGGESTED METHODS ONLY, AND EACH CASE SHOULD BE REVIEWED BY THE PROJECT MANAGER. THE PROJECT MANAGER SHALL PROVIDE FURTHER DIRECTION TO THE CONTRACTOR TO VERIFY THE RESISTANCE TO GROUND IN ANY CASE, SHALL BE NO LESS THAN 5 OHMS.

3.21.2.1 ROCK WITH SOFT OR NO SOIL COVER

- A. FOR SITES WHICH HAVE SOIL CONDITIONS WHICH CONSIST OF SOLID OR SEALED SOIL, ROCK BELOW ABOUT THREE FEET OF COMPACTED SOIL, A COMBINATION OF METHODS MAY BE USED:

- A. A COMBINATION OF SHORT GROUND RODS MAY BE USED WITH 3/4" COPPER PLATES. A MINIMUM OF TWO PLATES SHOULD BE USED AND SHOULD REPLACE GROUND RODS ON AN INTERVAL OF TWO GROUND ROD LENGTHS PER COPPER PLATE. THE PLATES SHOULD BE INSTALLED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.
- B. ALL CORNER AND END POSTS SHALL BE INSTALLED ON A 4" X 4" OR 6" X 6" SOLID DRYWOOD CLASS GROUND ROD AND MUST BE INSTALLED AT THE CORNER AND END POSTS OF THE FENCE. THESE POSTS SHALL BE CONNECTED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.

3.21.2.2 AN ACTIVE TYPE GROUND ROD SYSTEM MAY BE USED:

- A. AN ACTIVE TYPE GROUND ROD SYSTEM MAY BE USED ONLY WHERE NECESSARY. DUE TO EXPENSE, IN ALL CASES, THE STANDARD PRACTICES OUTLINED IN THIS DOCUMENT SHOULD BE FOLLOWED TO THE EXTENT THAT IS APPLICABLE, AND SHOULD BE MODIFIED AS TO THE QUANTITY OF GROUND RODS AND MANUFACTURER OF THE GROUND ROD SYSTEM.

3.21.2.3 A SYSTEM UTILIZING COATED SHEATH STANDARD GROUND RODS:

- A. A SYSTEM UTILIZING COATED SHEATH STANDARD GROUND RODS SHALL BE INSTALLED TO THE GROUND ROD THROUGH THE USE OF GALVANIZED COPPER BARS AND MUST BE INSTALLED TO THE GROUND ROD EXTERIOR FACE. THERE SHALL BE NO GAPS BETWEEN THE CORNER AND END POSTS.

3.22 HIGH RESIST BUILDING: N/A

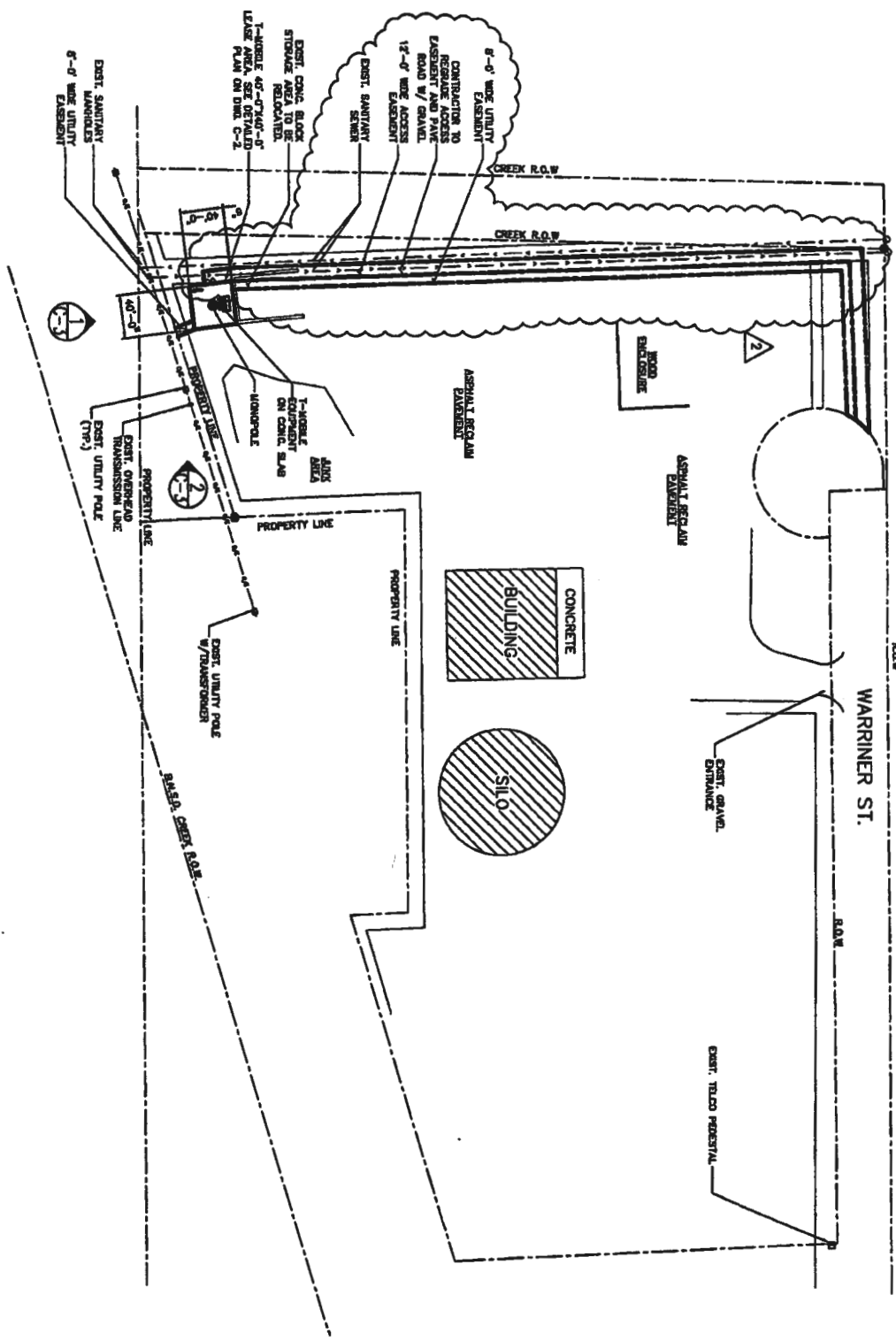
T-Mobile
 800 933 8888
 773-444-8400
 773-444-8400

KCS CORPORATION
 CONSULTING ENGINEERS
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 NORTON, MA 01946
 TEL: 508-845-1100
 FAX: 508-845-1101
 WWW.KCS-CORP.COM

REVISIONS	DATE
ISSUED FOR REVIEW	11/27/04
ISSUED FOR CONSTRUCTION	2/26/04

GENERAL NOTES
 NORMAL
 PUBLIC WORKS
 CH49-477C
 100 WASHINGTON
 NORTON, MA 01946

N-4



OVERALL SITE PLAN
SCALE 1/8"=1'-0"



C-1

THIS PLAN IS THE PROPERTY OF KCS CORPORATION AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KCS CORPORATION. THE USER OF THIS PLAN AGREES TO HOLD KCS CORPORATION HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY KCS CORPORATION AS A RESULT OF THE USER'S USE OF THIS PLAN.

OVERALL SITE PLAN
NORMAL
PUBLIC WORKS
CH49-477C
1301 WARRNER
NORMAL, IL 61751

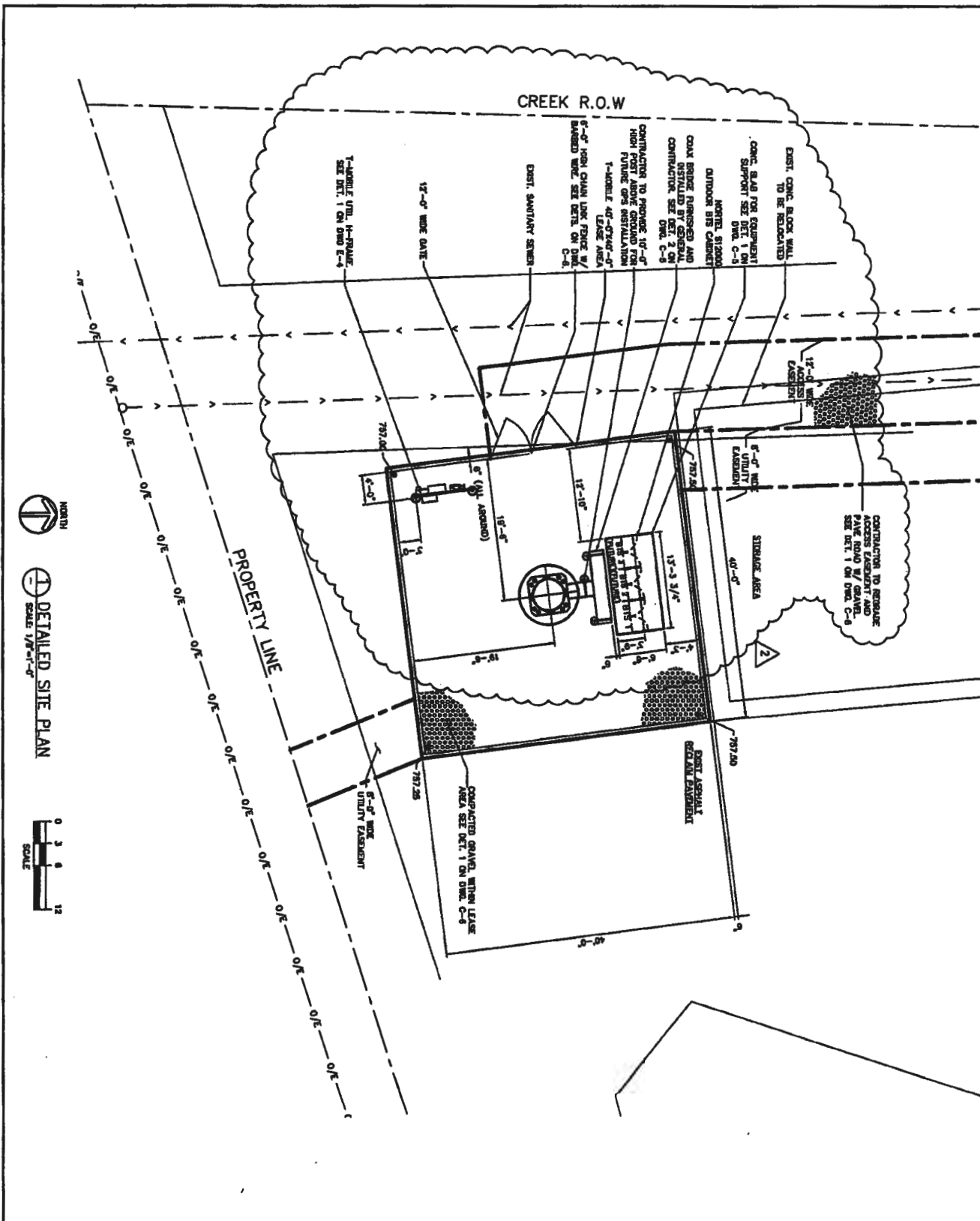
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ISSUED FOR CONSTRUCTION	2/08/04
REVISED ACCESS AND UTILITY EASEMENT	8/21/05



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8000 WEST 93RD NORTH AVE., 1ST FLOOR
EDMONT, IL 60021
PHONE 773-554-0620
FAX 773-554-0620



DETAILED SITE PLAN
SCALE 1/8" = 1'-0"



REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	11/27/04
2	ISSUED FOR CONSTRUCTION	2/06/05
3	REVISED ACCESS AND UTILITY EASEMENT	5/31/05

DETAILED SITEPLAN

NORMAL PUBLIC WORKS CH49-477C

1301 WARDEN
NORMAL, IL 61761

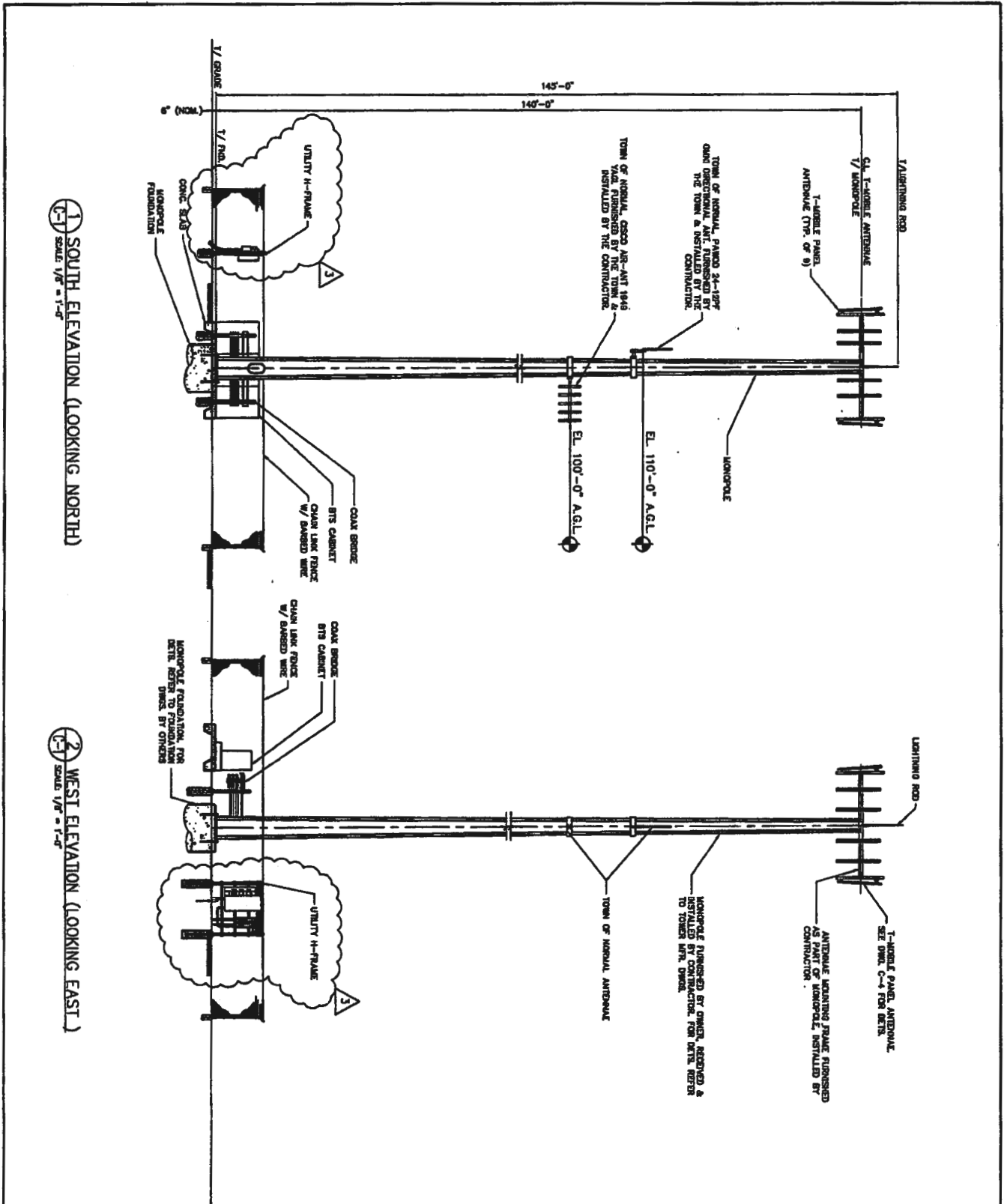
REVISIONS	DATE
ISSUED FOR REVIEW	11/27/04
ISSUED FOR CONSTRUCTION	2/06/05
REVISED ACCESS AND UTILITY EASEMENT	5/31/05

KCS CORPORATION
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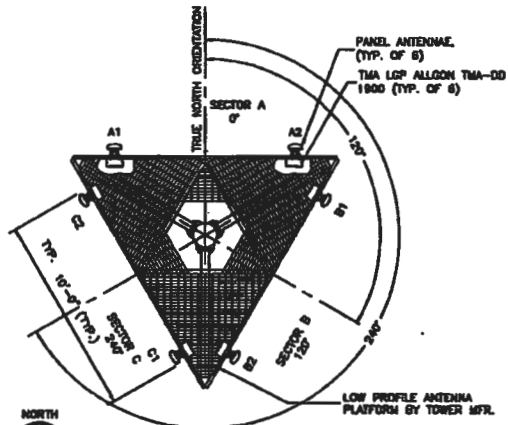
2000 WEST OGDEN ROAD, 1ST FLOOR
NORFOLK, IL 62450
PHONE: 773-660-6400
FAX: 773-660-6300



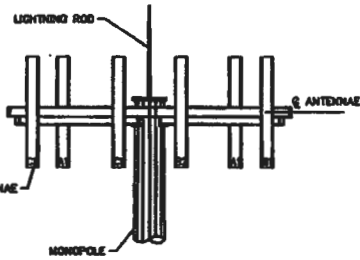
1 SOUTH ELEVATION (LOOKING NORTH)
SCALE 1/8" = 1'-0"

2 WEST ELEVATION (LOOKING EAST)
SCALE 1/8" = 1'-0"

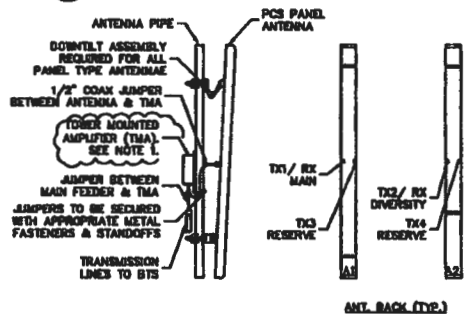
ELEVATION NORMAL PUBLIC WORKS CH49-477C 1201 WISNER NORMAL, IL 61761	REVISIONS △ ISSUED FOR REVIEW 11/27/04 △ ISSUED FOR CONSTRUCTION 2/08/04 △ REVISED CITY ANTENNAE 2/17/04 △ REVISED H-FRAME LOCATION 2/17/04	DATE 11/27/04 2/08/04 2/17/04 2/17/04	 KCS CORPORATION CONSULTING ENGINEERS <small>1200 EDWARDS BLVD, SUITE 0 NORTON, MA 01854 PHONE: 978-686-1100 FAX: 978-686-1125</small>	 <small>2000 WEST BERRY AVE., 1ST FLOOR CHICAGO, IL 60610 PHONE: 773-449-8400 FAX: 773-444-8800</small>
	PROJECT NO. SHEET NO. DATE DRAWN BY CHECKED BY IN CHARGE SCALE	C-3		



1 ANTENNA ORIENTATION PLAN
SCALE: N.T.S.



2 ANTENNA PLATFORM ELEVATION
SCALE: N.T.S.



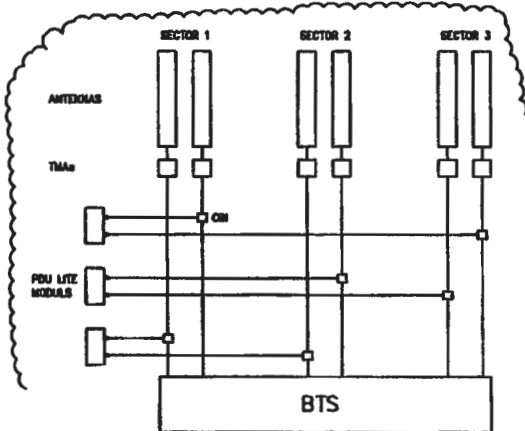
NOTE:

1. A COMPLETE TMA INSTALLATION CONSISTS OF ONE AMPLIFIER PER RECEIVE ANTENNA (TYPICALLY 6 PER SITE) AND A POWER SUPPLY AND CABLING INSTALLED INSIDE THE BTS CABINET. POWER IS APPLIED TO THE TMA THROUGH THE MAIN FEED LINE FROM THE POWER SUPPLY IN THE BTS.
2. ALL DOWNTILT AND AZIMUTHS TO BE VERIFIED PER RF SITE DATA SHEET. SEE PROJECT MANAGER FOR INFORMATION.

3 DETAIL - DUAL POLAR ANTENNA
SCALE: N.T.S.

ANTENNA SCHEDULE			
SECTOR	A	B	C
INITIAL ANTENNAS PER SECTOR	2	2	2
RESERVED ANTENNAS PER SECTOR	-	-	-
ANTENNA MFR.	EMS	EMS	EMS
ANTENNA MODEL No.	885-19-G0P	885-19-G0P	885-19-G0P
AZIMUTH	0°	120°	240°
MECHANICAL DOWNTILT	0°	0°	0°
DOWNTILT BRACKET MODEL No.	DOWNTILT BRACKET	DOWNTILT BRACKET	DOWNTILT BRACKET

TYPICAL ANTENNA CABLE COLOR CODING				
SECTOR	COLOR	ANTENNA	REFERENCE	FUNCTION
A	1 RED	A1	MAIN	TX1/RX MAIN
	2 RED	A1	SECONDARY	TX2/RX DIVERSITY
	3 RED	A1	RESERVE	TX3
	4 RED	A2	RESERVE	TX4
B	1 BLUE	B1	MAIN	TX1/RX MAIN
	2 BLUE	B2	SECONDARY	TX2/RX DIVERSITY
	3 BLUE	B1	RESERVE	TX3
	4 BLUE	B2	RESERVE	TX4
C	1 WHITE	C1	MAIN	TX1/RX MAIN
	2 WHITE	C2	SECONDARY	TX2/RX DIVERSITY
	3 WHITE	C1	RESERVE	TX3
	4 WHITE	C2	RESERVE	TX4



4 TMA SCHEMATIC
SCALE: N.T.S.

COAX SCHEDULE			
SECTOR	FUNCTION	DIAMETER	LENGTH
A	ANTENNA JUMPER	1/2"	6'-0"
	MAIN COAX	1 5/8"	180'-0"
	BTS JUMPER	1/2"	6'-0"*
B	ANTENNA JUMPER	1/2"	6'-0"
	MAIN COAX	1 5/8"	180'-0"
	BTS JUMPER	1/2"	6'-0"*
C	ANTENNA JUMPER	1/2"	6'-0"
	MAIN COAX	1 5/8"	180'-0"
	BTS JUMPER	1/2"	6'-0"*

* FIELD FABRICATE BTS JUMPERS

COAX SEND TABLE						
CABLE SIZE	ANDREW CABLE TYPE #	MANUF. MIN SEND RADIUS	HANGER ANDREW CAT. #	CABLE TO CABLE SPACING	MAX VER. HANGER SPACING	MAX HOR. HANGER SPACING
1/2"	LOF4-50A	6"	208708-1	1/2"	6'-0"	3'-0"
7/8"	LOF4-50A	10"	208708-2	1/2"	6'-0"	3'-0"
1-5/8"	LOF7-50A	20"	208708-4	1/2"	6'-0"	3'-0"
1/2"	FB4-50B	1-1/4"	208708-1	1/2"	6'-0"	3'-0"

COAX CABLE IDENTIFICATION

CONTRACTOR MUST PROVIDE EASY IDENTIFICATION AND UNIFORM MARKING OF ANTENNA CABLING, PER THE FOLLOWING INSTRUCTIONS:

1. LOCATION: MARKINGS SHALL BE MADE USING COLOR TAPE W/3" OF COVERAGE AFFIXED AT TWO PLACES ON THE COAX CABLE RUN AS & JUMPERS FOLLOWS:

FIRST - AT 10" FROM THE CONNECTOR NEAREST THE ANTENNA (WHERE THE COAX AND JUMPER ARE CONNECTED).

SECOND - AT THE BASE OF THE TOWER STRUCTURE. (FOR TOWERS ONLY).

THIRD - AT A POINT OUTSIDE THE BTS. (JUST PRIOR TO MOB)

2. SECTOR IDENTIFICATION: NORMALLY A SITE WILL HAVE UP TO THREE SECTORS. SECTORS SHALL BE DESIGNATED IN A CLOCKWISE MANNER; THE A-SECTOR IS CLOSEST TO ZERO DEGREES (NORTH) THE B-SECTOR AND C-SECTOR FOLLOW CLOCKWISE IN SEQUENCE.

A-SECTOR COAX WILL BE MARKED MAIN 1 AND DIVERSITY 1. NORMALLY SITES WILL INITIALLY GO ON THE AIR WITH AS FEW AS TWO ANTENNAS PER SECTOR AND AS THE SYSTEM GROWS, ADDITIONAL ANTENNA WILL BE ADDED.

B-SECTOR COAX WILL BE MARKED MAIN 2 AND DIVERSITY 2.

C-SECTOR WILL BE MARKED MAIN 3 AND DIVERSITY 3.

COLOR CODE AS FOLLOWS:

- A-SECTOR - RED
- B-SECTOR - BLUE
- C-SECTOR - WHITE

MAIN WILL BE MARKED WITH ONE BAND OF TAPE. DIVERSITY WILL BE MARKED WITH TWO BANDS OF TAPE. EXTRA WILL BE MARKED WITH THREE BANDS OF TAPE ETC.

3. THE MARKINGS MUST BE VISIBLE (WITH BINOCULARS) FROM THE GROUND
4. COLOR IDENTIFICATION: FOR OMD SITES, WHICH NORMALLY CONSIST OF THREE ANTENNA, IT IS SUGGESTED THAT THE ORIENTATION OF THE OBSERVER ALSO BE THAT OF LOOKING IN A NORTHERLY DIRECTION.
5. THE SIZE, HEIGHT AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
6. CONTRACTOR SHALL VERIFY ANTENNA TYPE, AZIMUTH, HEIGHT & DOWNTILT WITH T-MOBILE PROJECT MANAGER.
7. ALL ANTENNA AZIMUTH ARE TO BE FROM TRUE NORTH.
8. LABEL EACH ANTENNA FRONT & BACK W/ BLACK LETTERING AS SHOWN IN ANTENNA PLATFORM ELEVATION. LETTERSET BRAND, 3" HIGH, OUTDOOR LETTERING ON APPROX EQUAL, TO BE USED. LETTERING TO BE VISIBLE FROM GROUND USING BINOCULARS.

T-Mobile
THIS SITE HAS BEEN BUILT BY T-MOBILE
 FOR THE USE OF T-MOBILE
 PROJECT # 72-444-000
 PER 72-444-000

KCS CORPORATION
 CONSULTING ENGINEERS
 1300 W. 10TH ST. SUITE 200
 DENVER, CO 80202
 PHONE 303-733-4400
 FAX 303-733-4400

REVISIONS	DATE
Δ	11/27/04
Δ	2/06/04
Δ	5/21/03

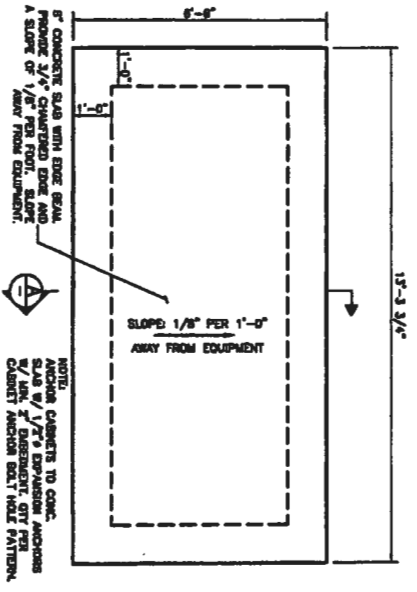
ANT. & COAX DET.

NORMAL
 PUBLIC WORKS
 CH48-477C
10/11/04
 PROJECT MGR. J. BUTER

THIS DRAWING IS CONSIDERED
 COMPLETE AND THE CONTRACTOR
 SHALL BE RESPONSIBLE FOR
 VERIFYING ALL INFORMATION
 SHOWN ON THIS DRAWING
 BEFORE PROCEEDING WITH
 CONSTRUCTION. THE CONTRACTOR
 SHALL BE RESPONSIBLE FOR
 VERIFYING ALL INFORMATION
 SHOWN ON THIS DRAWING
 BEFORE PROCEEDING WITH
 CONSTRUCTION.

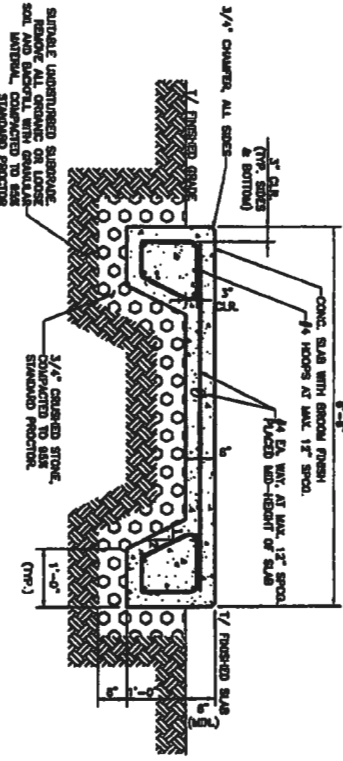
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C-4

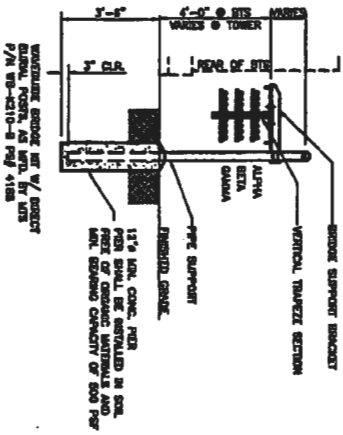


1 PLAN-EQUIPMENT CONCRETE SLAB
SCALE 1/2" = 1'-0"

NOTE:
ANCHOR CEMENTS TO CONC.
SLAB W/ 1/2" EXPANSION ANCHORS
W/ MAX. 1' DIAPHRAGM, QTY PER
CONCRETE ANCHOR BOLT HOLD PATTERNS.



2 SECTION-CONCRETE SLAB
SCALE 3/8" = 1'-0"



3 DETAIL - COAX BRIDGE
SCALE 3/8" = 1'-0"

GENERAL NOTES:

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE REQUIRED WORKS OF ALL TRADES AND THE SEQUENCE OF WORK.
3. DRAWINGS AND THEIR SHOP DRAWINGS AND WORK SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
4. THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR SHALL FINISH ALL TEMPORARY BRACING AND/OR SHORINGS REQUIRED AS THE RESULT OF THE CONTRACTOR'S CONSTRUCTION METHODS AND/OR SEQUENCES.
5. DO NOT SCALE THESE DIMENSIONS. USE DIMENSIONS.
6. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY DEVIATION FROM THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL NOT BE RELEASED OF THE RESPONSIBILITY FOR SUCH DEVIATION BY THE ENGINEER'S APPROVAL OF SHOP DRAWINGS OR ANY OTHER DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF ALL DIMENSIONS AND THE SEQUENCE OF WORK.
7. ALL TRADES WORK, IN THE OPINION OF THE CONTRACTOR, APPEARS TO HAVE PERTINENCES, OMISSIONS, CONTRADICTIONS AND AMBIGUITIES. IN THE PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF ALL DIMENSIONS AND THE SEQUENCE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF ALL DIMENSIONS AND THE SEQUENCE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF ALL DIMENSIONS AND THE SEQUENCE OF WORK.

STRUCTURAL NOTES:

1. DESIGN AND CONSTRUCTION OF THE SITE SHALL CONFORM TO THE APPROVED: SOIL, CONC. ANAL.
2. EQUIPMENT W/ 1412 lbs. (TYPE 3 CABINETS) EQUIPMENT DIMENSIONS: 76" H, 48" W, 36" L. EQUIPMENT TO BE PLACED ON RIGID FOUNDATION.
3. ALL DAMAGE TO GULV. CONDITIONS SHALL BE REPAIRED. NO ZINC OR PRE-GALV. SHALL BE USED FOR REPAIRS.

CONCRETE NOTES:

1. ALL FOUNDATIONS SHALL BEAR ON UNDISTURBED, NATURAL SUBGRADE WITH A MINIMUM BEARING CAPACITY OF 2000 PSF AS DETERMINED AND APPROVED BY THE ENGINEER'S SOIL TESTING LABORATORY. THE SUBGRADE SHALL BE PROTECTED BY A 2" MIN. THICK LAYER OF SAND OR EQUIVALENT. THE SAND SHALL BE PROTECTED BY A 2" MIN. THICK LAYER OF SAND OR EQUIVALENT. THE SAND SHALL BE PROTECTED BY A 2" MIN. THICK LAYER OF SAND OR EQUIVALENT.
2. EXCEPT WHERE OTHERWISE INDICATED, CONCRETE SHALL BE NORMAL WEIGHT AND WITH A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI.
3. ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF ACI 318 AND ACI 308.
4. READY MIX CONCRETE TO ASTM C193 TYPE 1, APPROVED SHALL CONFORM TO ASTM C193 (SPECIAL TESTS).
5. NO CALCIUM CHLORIDE SHALL BE USED IN ANY CONCRETE.
6. CONCRETE MIX DESIGN SHALL BE SUBMITTED TO ARCHITECT/ ENGINEER FOR REVIEW.
7. REINFORCING BARS SHALL CONFORM TO ASTM A618, GRADE 60. ALL BARS SHALL BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 318 AND ACI 308.
8. ALL CONCRETE REINFORCEMENT SHALL BE DETAIL, FABRICATED, LABORED, SUPPORTED AND REINFORCED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES, ACI 318, BAR SUPPORTS IN CONTACT WITH EXPOSED SURFACES SHALL BE PLASTIC TYPED.
9. ALL REINFORCING SPACERS SHALL CONFORM TO THE REQUIREMENTS OF ACI 318, LATEST EDITION. BARS IN NO CASE SHALL BE LESS THAN 3/8" DIA. UNLESS OTHERWISE NOTED OTHERWISE, WHERE REINFORCING COVERS SHALL BE 2" MIN. FOR TOP AND 1" MIN. FOR OTHER SIDES OF REINFORCEMENT IS NOT PERMITTED.
10. BARS OF REINFORCEMENT IS NOT PERMITTED.
11. MINIMUM CONCRETE COVER IS 3 INCHES. APPROVED SPACERS SHALL BE USED TO ENSURE MINIMUM COVER.
12. ALL EXPOSED EDGES OF CONCRETE SLABS SHALL BE FINISHED OVER OR CHAMFERED 1/4" MINIMUM.
13. CONSTRUCTION SHALL BE IN ACCORDANCE WITH GENERALLY ACCEPTED INSTALLATION PRACTICES.
14. CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREGATION OF MATERIALS AND FROM INFLUENCE OF WATER, SOIL, AND OTHER OCCURRENCES WHICH MAY DEGRADE THE STRENGTH OR DURABILITY OF THE FOUNDATION.

T-Mobile

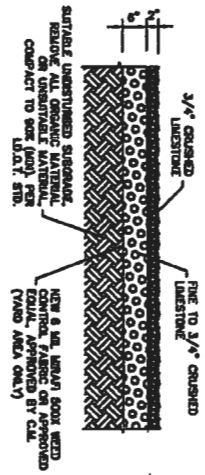
KCS CORPORATION
CONSULTING ENGINEERS
1340 GARDNER RD., SUITE 6
DALLAS, TEXAS 75244-1000
PHONE 772-444-6600
FAX 772-444-6600

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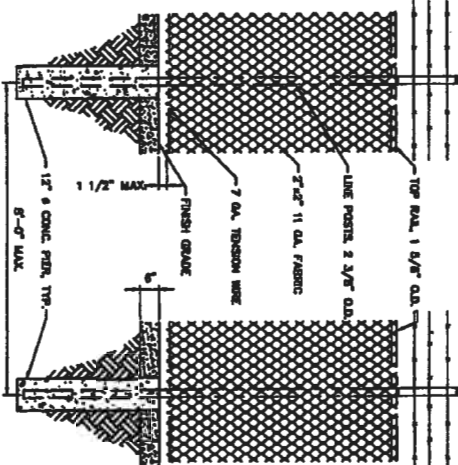
MISC. DETAILS
NORMAL PUBLIC WORKS
CH49-477C
1301 WINTER
NORMAN, TX 75761

C-5

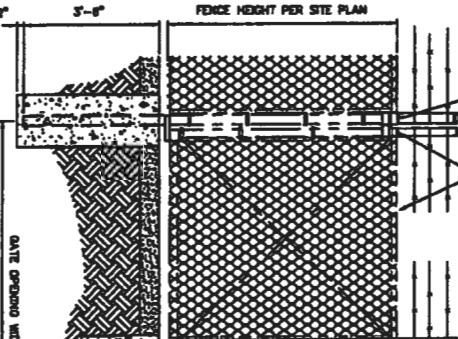
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CHECKED BY: [Name]
DESIGNED BY: [Name]
SCALE: AS SHOWN
PROJECT: [Name]



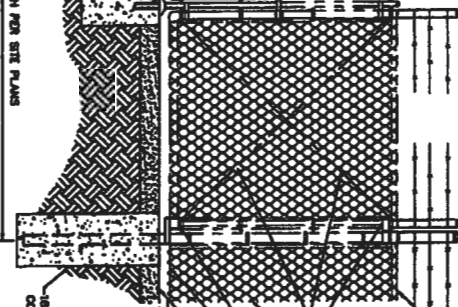
YARD/DRIVE DETAIL
SCALE: N.T.S.



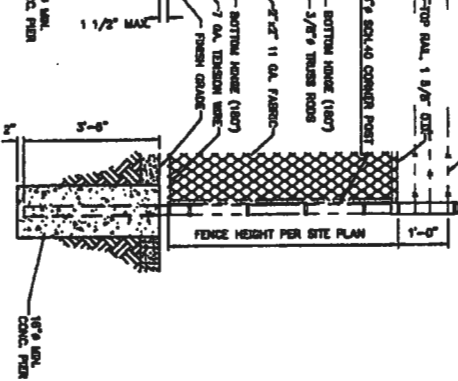
DETAIL-LINE POST
SCALE: N.T.S.



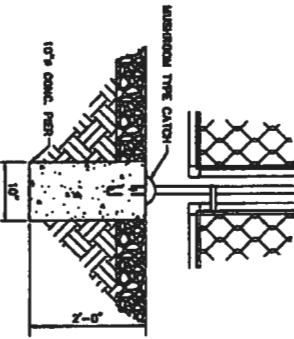
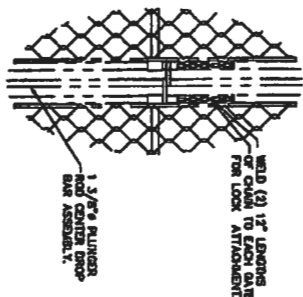
DETAIL-CENTRAL DROP BAR
SCALE: N.T.S.



12'-0" DOUBLE SWING GATE
SCALE: N.T.S.



CORNER POST
SCALE: N.T.S.



- ### TYPICAL WOVEN WIRE FENCING NOTES
1. ALL FENCING AND RELATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED ZINC FINISH WIRE - ASTM A646-01.
 2. GATE POSTS SHALL BE 1 1/2\"/>

NOTES:
THE FENCE SHALL BE GROUNDED AS SHOWN IN ELECTRICAL DETAILS

REVISIONS

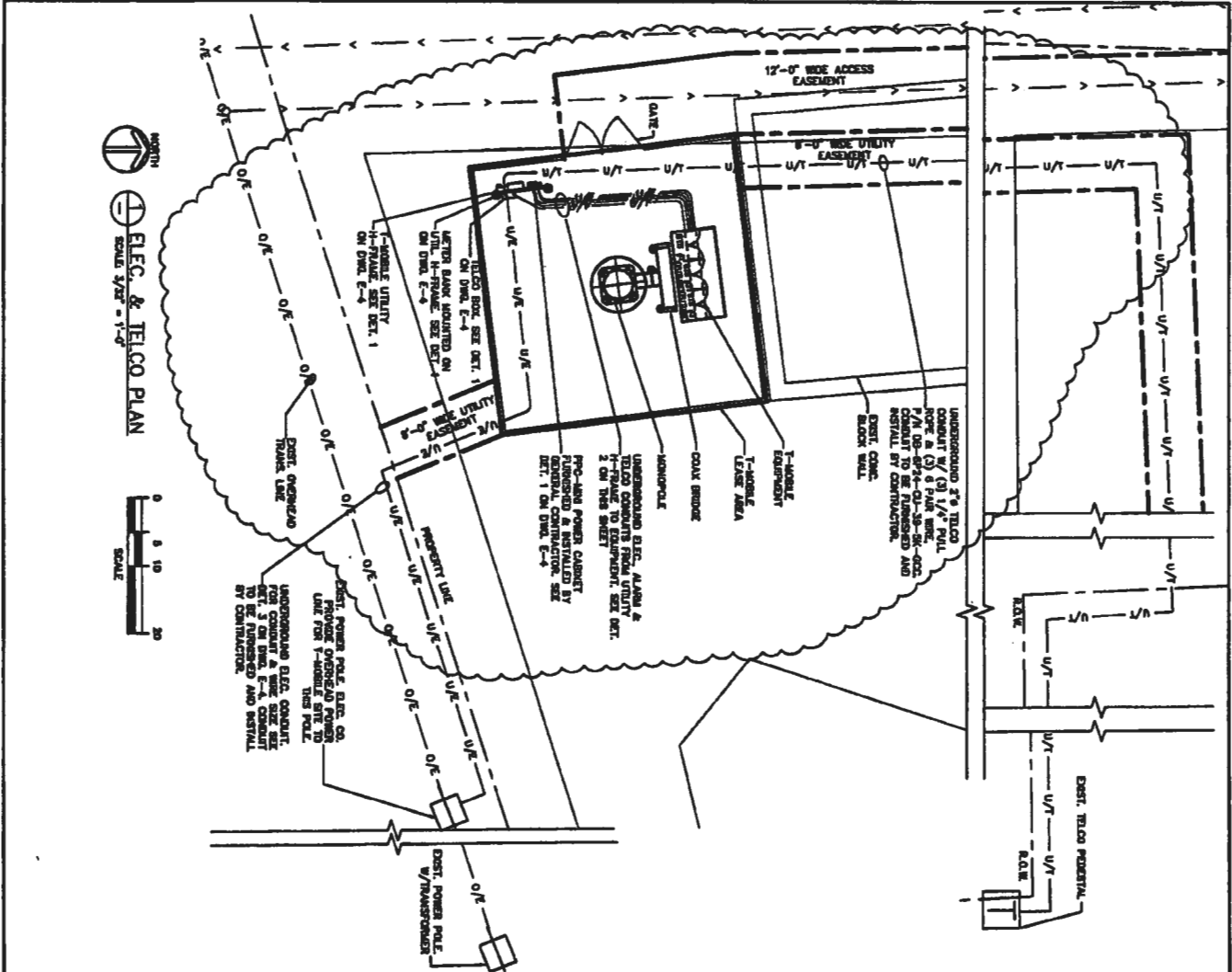
NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	11/27/04
2	ISSUED FOR CONSTRUCTION	2/05/04
3		
4		

MISC. DETAILS
NORMAL PUBLIC WORKS
CH49-477C
3001 WARNER
NORMAL, IL 61791

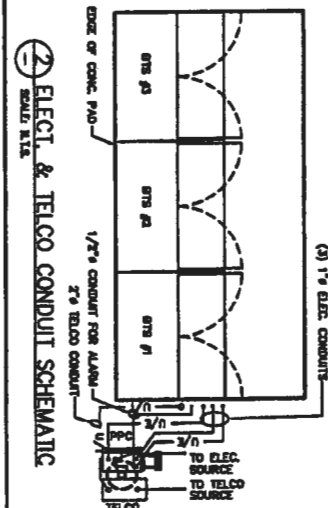
KCS CORPORATION
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FAX: 312.467.1001
WWW.KCS-CORP.COM

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800 999 9999
TEL: 312-467-1000
FAX: 312-467-1001
WWW.T-MOBILE.COM

C-6



ELEC. & TELCO PLAN
SCALE 3/8" = 1'-0"



- GENERAL NOTES: (ELECTRICAL)**
1. PRIOR TO INSTALLING ANY ELECTRICAL WORK, THE CONTRACTOR SHALL VISIT THE JOB SITE OF THE JOB, DETERMINE THE LOCATIONS AND CONDITIONS AND OBTAIN SERVICE REQUIREMENTS FROM THE CLIENT.
 2. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN FIGS SHOWN ON THE PLAN AND/OR SPECIFICATIONS, THE MORE RESTRICTIVE NOTE, SPECIFICATION OR CODE SHALL PREVAIL.
 3. ALL THINGS WHICH, IN THE OPINION OF THE CONTRACTOR, APPEAR TO BE UNREASONABLE OR CONTRADICTIONS AND AMBIGUOUS, IN THE PLANS AND SPECIFICATIONS SHALL BE CORRECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY AMBIGUOUS OR CONTRADICTIONS OF THE ALIGNED INTERSECTION OF THE CONTRACTOR OR AMBIGUOUS WILL BE MADE BY THE ENGINEER BEFORE THE AFFECTED WORK PROCEEDS.
 4. ELECTRICAL WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL LABOR MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE THE WORK AND LIFTING SYSTEMS, TOLERANCE AND COMMUNICATION SYSTEMS, PANELS, SWITCHES, CONDUITS, GROUNDING, ETC. AS INDICATED ON THE PLANS AND SPECIFICATIONS.
 5. ALL WORK SHALL COMPLY WITH THE M.E.C. (NATIONAL ELECTRICAL CODE) AND ANY LOCAL ORDINANCES, CODES, AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING JURISDICTION.
 6. ALL EQUIPMENT AND MATERIALS, SUPPLIES AND INSTALLED UNDER THE CONTRACT SHALL BE (U.S.) LISTED, AND FREE FROM DEFECTS, AND SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. SHOULD ANY INSURANCE DEVELOP DURING THIS PERIOD DUE TO FAULTY WORKMANSHIP, MATERIAL OR LABOR, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS & LABOR TO CORRECT THE WORK WITHOUT COST TO THE OWNER.
 7. ALL WORK SHALL BE EXECUTED IN A WORKMANLIKE MANNER AND SHALL PRESENT A NEAT APPEARANCE. APPEARANCE WHEN COMPLETED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND EQUIPMENT. ALL DAMAGE TO EXISTING UTILITIES, STRUCTURES, AND EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. ALL DAMAGE TO EXISTING UTILITIES, STRUCTURES, AND EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
 8. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES, STRUCTURES, AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO, DAMAGE TO EXISTING UTILITIES, STRUCTURES, AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO, DAMAGE TO EXISTING UTILITIES, STRUCTURES, AND EQUIPMENT.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE M.E.C. (NATIONAL ELECTRICAL CODE) AND ANY LOCAL ORDINANCES, CODES, AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING JURISDICTION.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE M.E.C. (NATIONAL ELECTRICAL CODE) AND ANY LOCAL ORDINANCES, CODES, AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING JURISDICTION.
- SERVICE EQUIPMENT NOTES:**
1. SERVICE EQUIPMENT SHALL HAVE A SHORT CIRCUIT RATING EQUAL TO OR EXCEEDING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL.
 2. ALL ELECTRICAL EQUIPMENT SHALL BE APPROVED TO WITHSTAND 80% OF THE SHORT CIRCUIT RATING.
 3. ALL ELECTRICAL EQUIPMENT SHALL BE APPROVED TO WITHSTAND 80% OF THE SHORT CIRCUIT RATING.
 4. ALL ELECTRICAL EQUIPMENT SHALL BE APPROVED TO WITHSTAND 80% OF THE SHORT CIRCUIT RATING.
 5. ALL ELECTRICAL EQUIPMENT SHALL BE APPROVED TO WITHSTAND 80% OF THE SHORT CIRCUIT RATING.
 6. ALL ELECTRICAL EQUIPMENT SHALL BE APPROVED TO WITHSTAND 80% OF THE SHORT CIRCUIT RATING.
 7. ALL ELECTRICAL EQUIPMENT SHALL BE APPROVED TO WITHSTAND 80% OF THE SHORT CIRCUIT RATING.
 8. ALL ELECTRICAL EQUIPMENT SHALL BE APPROVED TO WITHSTAND 80% OF THE SHORT CIRCUIT RATING.
 9. ALL ELECTRICAL EQUIPMENT SHALL BE APPROVED TO WITHSTAND 80% OF THE SHORT CIRCUIT RATING.
 10. ALL ELECTRICAL EQUIPMENT SHALL BE APPROVED TO WITHSTAND 80% OF THE SHORT CIRCUIT RATING.
- NOTES:**
1. CONTRACTOR SHALL MAINTAIN A VISIBLE LOCATION OF ALL EXISTING UTILITIES, STRUCTURES, AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO, DAMAGE TO EXISTING UTILITIES, STRUCTURES, AND EQUIPMENT.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE M.E.C. (NATIONAL ELECTRICAL CODE) AND ANY LOCAL ORDINANCES, CODES, AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING JURISDICTION.
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ELECTRICAL PLAN
NORMAL PUBLIC WORKS
CH49-477C
MORNING, 2:00 PM

REVISIONS	DATE
ISSUED FOR REVIEW	11/27/04
ISSUED FOR CONSTRUCTION	2/05/04
REVISED ACCESS AND UTILITY EASEMENT	5/31/05

KCS CORPORATION
CONSULTING ENGINEERS
ONE WEST BERRY ROAD, SUITE 200
MORNING, TEXAS 75001-4400
PHONE 754-991-8800
FAX 754-991-8801

T-Mobile
800 WEST BERRY ROAD, SUITE 200
MORNING, TEXAS 75001-4400
PHONE 754-991-8800
FAX 754-991-8801

E-1

DATE	11/27/04
BY	[Signature]
CHECKED BY	[Signature]
DESIGNED BY	[Signature]
SCALE	3/8" = 1'-0"
PROJECT NO.	CH49-477C
CLIENT	NORMAL PUBLIC WORKS
LOCATION	MORNING, TEXAS
DATE	11/27/04

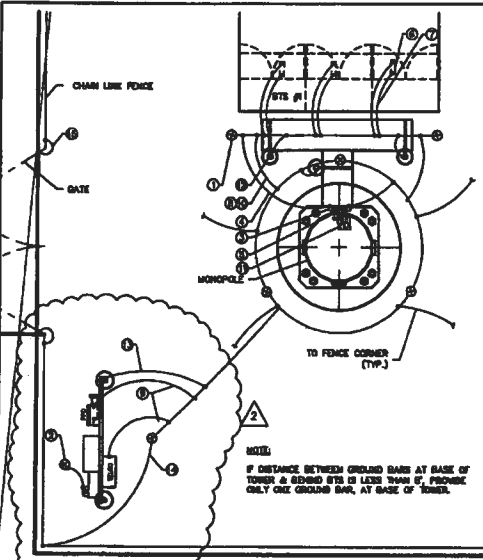
DATE	11/27/84
DESIGNED FOR CONSTRUCTION	1/28/84
DESIGNED BY	1/27/84
APPROVED FOR CONSTRUCTION	1/27/84
APPROVED BY	1/27/84

GND. PLAN & ELEV.
 NORMAL
 PUBLIC WORKS
 CH49-477C
 1074 BARBER
 NORMAL, IL 61755

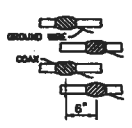
THIS DOCUMENT IS THE PROPERTY OF KCS CORPORATION. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KCS CORPORATION.

DATE: 11/27/84
 DRAWN BY: 477C-03
 CHECKED BY: 477C-03

E-3



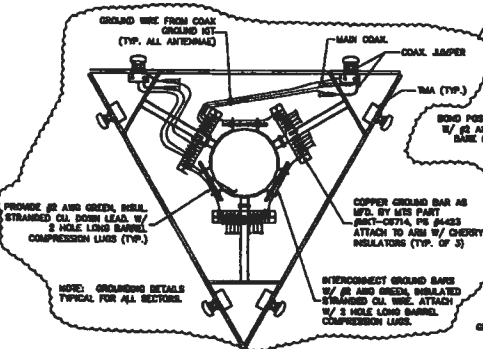
- KEY NOTES:**
1. 3/4" x 16"-0" COPPER CLAD GROUND ROD.
 2. 3/4" x 16"-0" COPPER CLAD ISOLATED GROUND ROD FOR ELECTRICAL SERVICE (1" ABOVE GRADE).
 3. MASTER GROUND BAR (MSB) - 1" OR LARGER COPPER GROUND BAR AS SHOWN BY MTS PART # KCS-DTTLA, PG 8 OF 4244.
 4. #2 SOLID THREADED BARE COPPER GROUND WIRE FROM LOWER TOWER GROUND BAR (2 REQ'D).
 5. #2 AND GREEN INSULATED STRANDED GROUND BARS WIRE CONNECT TO LOWER TOWER GROUND BAR W/ 3 HOLE LONG BARRED COMPRESSION LUG SUPPORT W/ KELLEMS GRP.
 6. PLUMB GROUND BAR (SUPPLIED W/ PLUMB).
 7. #2 AND GREEN INSULATED STRANDED GROUND WIRE (2 REQ'D).
 8. ALL GROUND LEADS ABOVE GROUND SHALL BE LOCATED INSIDE 3/4" SCH. 40 PVC PIPE.
 9. #2 SOLID THREADED BARE COPPER GROUND WIRE BOND ELECTRICAL & WELD SERVICE W/ #2 TYPE CABLED.
 10. #2 SOLID THREADED BARE COPPER GROUND WIRE CONNECTING GROUND ROD TO TOWER GROUND BUS.
 11. COAX GROUND KIT NEAR BASE OF TOWER CONNECTED TO GROUND BAR W/ COMPRESSION TYPE CONNECTION.
 12. #2 SOLID THREADED BARE COPPER GROUND WIRE, COAX BOND POST W/ #2 TYPE CABLED. (1 PER POST REQUIRED).
 13. #2 SOLID THREADED BARE COPPER GROUND WIRE, BOND UTILITY SUPPORT POST W/ #2 TYPE CABLED.
 14. #2 SOLID THREADED BARE COPPER GROUND WIRE BOND FENCE CORNER POST W/ #2 TYPE CABLED.
 15. ALL 1" OR EQUAL 3/4" GROUNDING CONDUCTOR W/ BLACK NEOPRENE INSULATION & PVC-CAPPED ENDS ATTACH TO GATE POST AND GATE FRAME W/ #2 TYPE CABLED. INSTALL W/ WELDS 1" ABOVE FINISHED GRADE.



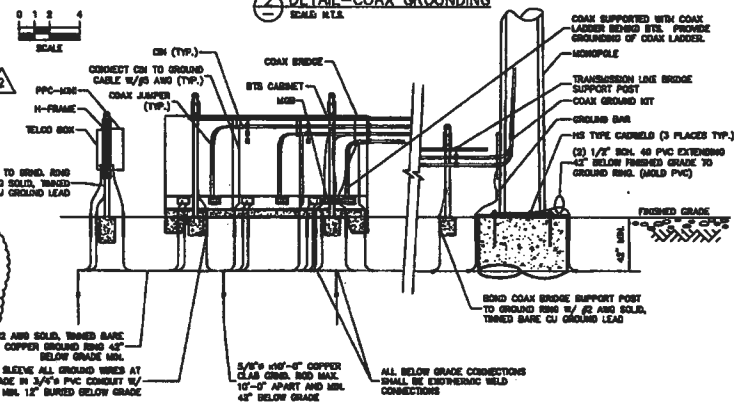
- GROUNDING NOTES:**
1. GROUND RODS SHALL BE INSTALLED NOT MORE THAN 18 FEET APART.
 2. GROUND RODS SHALL BE INSTALLED 4" MIN. BELOW GRADE.
 3. ALL BELOW GRADE GROUND RODS AND GROUND LEADS SHALL BE #2 AND SOLID, THREADED BARE COPPER WIRE.
 4. ALL BELOW GRADE CONNECTIONS SHALL BE EXTERIOR WELD.
 5. UNLESS FINISHED BY A FACTORY APPLIED LEAD, ALL CONNECTIONS TO GROUND BARS SHALL BE SURFACE HYDRONIC COMPRESSION LUGS OR WELDS.
 6. ALL EXTERIOR WELDS TO GALVANIZED OR PAINTED STEEL SHALL BE TO BARE METAL, GROUND GALLY, FRESH OR PAINT OFF PRIOR TO WELDING, REPAIR GALLY, FRESH OR PAINT AS REQUIRED, MATCH PAINT COLOR.
 7. ALL LUG CONNECTORS SHALL BE 2 HOLE LONG BARRED COMPRESSION TYPE OR APPROVED EQUAL.
 8. ALL HARDWARE TO ATTACH MECHANICAL GROUND CONNECTIONS SHALL BE STAINLESS STEEL.
 9. ALL MECHANICAL CONNECTIONS SHALL HAVE BONDING OR APPROVED EQUAL APPLIED BETWEEN COMPRESSION LUGS AND FASTENERS.
 10. ALL GROUND LEADS FROM BUS BARS TO GROUND RODS SHALL BE CAP WELDED AT BOTH ENDS.
- NOTE:**
 CONTRACTOR SHALL BE CAREFUL OF EXIST. BURIED GROUND WIRES DURING EXCAVATION. RELOCATE PROPOSED CONSTRUCTION TO AVOID INTERFERENCE W/ EXIST. GROUND WIRES. IF RELOCATION OF PROPOSED CONSTRUCTION IS NOT POSSIBLE, RELOCATE EXIST. GROUNDING IN SUCH A WAY TO MAINTAIN INTEGRITY OF EXIST. GROUNDING SYSTEM.

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

DETAIL-COAX GROUNDING
 SCALE: N.T.S.



ANTENNA PLATFORM GROUNDING DETAIL
 SCALE: N.T.S.



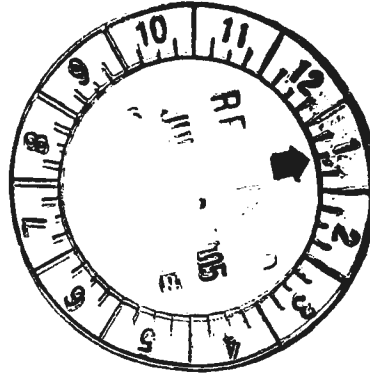
TYPICAL SITE GROUNDING ELEVATION
 SCALE: N.T.S.

■ ■ ■ ■ **T** ■ ■ **Mobile** ■ ■[®]

Via certified mail

July 18, 2005

Town of Normal
100 E Phoenix
PO Box 589
Normal, IL 61761



Re: Site Lease with Option by and between the Town of Normal and VoiceStream GSM I Operating Company LLC, a Delaware Limited Liability Company

**Site No.: CH49-477C
Site Name: Normal Public Works**

To Whom It May Concern:

Enclosed please find (1) fully executed Agreement for your records.

On behalf of T-Mobile USA, Inc., I would like to thank you for your involvement with the expansion of our wireless network. Should you have any questions during the lease option period, please do not hesitate to contact me at 733-444-5484, as I am the Lease Administrator for your Region.

Best Regards,

**Greg DiBona
Lease Administrator**

**EXHIBIT A TO RESOLUTION
SITE LEASE WITH OPTION**

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Town of Normal ("Landlord") and Voicestream GSM I Operating Company LLC, a A Delaware Limited Liability Company("Tenant").

1. Option to Lease.

(a) In consideration of the payment of 0 and no/100 dollars (\$0.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of zero (0) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional zero (0) months upon written notice to Landlord and payment of the sum of 0 and no/100 dollars (\$0.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord's written consent. During the Option Period and any extension thereof, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 1301 Warriner Street, Normal, IL 61761, comprises approximately 1,200 square feet.

~~2. Term. The initial term of this Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").~~

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, two thousand and no/100 dollars (\$2,000.00) per month ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date prorated for the remainder of the month in which the Commencement Date falls and thereafter Rent will be payable monthly in advance by the fifth day of each month to Town of Normal at Landlord's address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for two (2) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be increased by fifteen percent (15%) of the Rent paid over the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written

notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements: Utilities: Access

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"), as such location based system may be required by any county, state or federal agency/department. Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term. In the event Landlord, its employees or agents impede or deny Access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, deduct from Rent amounts due under this Lease an amount equal to five hundred and no/100 dollars (\$500.00) per day for each day that Access is impeded or denied.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon ninety (90) days' written notice by Tenant if the Property or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event,

all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment; such notice must comply with Section 12 below. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

~~(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.~~

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant to:
VoiceStream GSM I Operating Company, LLC
c/o T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept.

With a copy to:
Voicestream GSM I Operating Company LLC
8550 W. Bryn Mawr, First Floor
Chicago, IL 60631
Attn: Lease Administration Manager

and a copy to:
VoiceStream GSM I Operating Company, LLC
c/o T-Mobile USA, Inc.
8550 W. Bryn Mawr Avenue
Chicago, Illinois, 60631
Attn: Market Director

If to Landlord to:
Town of Normal
100 E. Phoenix, PO Box 589, Normal, IL 61761

With a copy to:

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

~~14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.~~

~~15. Assignment and Subleasing. Tenant may assign this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.~~

~~Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.~~

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

~~17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.~~

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

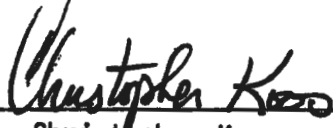
(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Town of Normal

By:



Printed Name:

Christopher Koos

Its:

President, Board of Trustees

Date:

6-24-05

TENANT: Voicestream GSM Operating Company LLC

By:



Printed Name:

Greg Cisewski

Its:

Regional Vice President, Engineering & Operations

Date:

7/6/05



Approved as to form

**ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]**

In the event of conflict of inconsistency between the Terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

Section 2 shall be deleted in its entirety and replaced with the following:

2. **Term.** The initial term of this Lease shall be five (5) years commencing on the earlier of December 1, 2005, or the start of construction, whichever comes first (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

The following paragraph shall be added as Section 8(f):

Landlord may terminate this Lease after the second Renewal Term and upon twelve (12) months written notice to Tenant.

Section 11(b) shall be deleted in its entirety and replaced with the following:

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises. The Landlord shall have the right to assert any statutory or common law immunity and shall have no obligation to indemnify Tenant to the extent such claim is barred by such immunity.

Section 14 shall be deleted in its entirety and replaced with the following:

14. **Environmental Laws.** Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, except those hazardous substances processed from time to time in Town waste collection and recycling process. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

Section 15 shall be deleted in its entirety and replaced with the following:

15. Assignment and Subleasing. Upon written notice to Landlord, Tenant shall have the right to assign or otherwise transfer this Lease and the Easement to any person or business entity which is a parent, subsidiary or affiliate of Tenant, controls or is controlled by or under common control with Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon such assignment, Tenant shall be relieved of all future liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease or otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned, or denied.

Section 17 shall be deleted in its entirety and replaced with the following:

17. Waiver of Landlord's Lien. Landlord hereby subordinates any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, to the rights of any Mortgagee and Landlord gives any Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent provided mortgagee pays Landlord any rent due under the terms of this Lease prior to such removal.

The following paragraph shall be added as Section 18(k):

Any agreements or subleases relating to an additional user on Tenant's Antenna Facilities shall be subject to the terms and conditions of this Lease. The proposed additional use shall pay not less than the current market rate for the use of Tenant's tower and the Property and the gross revenues paid (excluding utility charges if any) with the respect to the same shall split 75% in favor of Tenant and 25% to Landlord.

The following paragraph shall be added as Section 18(l):

Tenant agrees to allow Landlord to install a wireless antenna and a whip antenna ("Landlord's Equipment") on the tower, subject to Tenant's approval of Landlord's height. Landlord agrees to provide Tenant with the Landlord's Equipment, which shall be at Landlord's sole expense. It shall be Landlord's responsibility to provide Tenant with the Landlord's Equipment upon commencement of construction activities on the Premises. Failure by Landlord to provide Tenant with the Landlord's Equipment in a timely manner shall result in a complete waiver of Landlord's right to locate the Landlord's Equipment on the tower. Other than the original connection, after Tenant's installation of the Landlord's Equipment, any labor and material necessary to repair or maintain the Landlord's Equipment shall be furnished by contractors hired by Landlord. Tenant shall have no duty or obligation to maintain, inspect, or monitor Landlord's Equipment or to notify Landlord of any fault or condition of the Landlord's Equipment. In the event Tenant discovers any condition of Landlord's Equipment that affects the structural integrity of the tower or the safety or welfare of persons performing work on the tower, after notice to Landlord, Landlord shall remedy such condition and any labor or material necessary to remedy such condition shall be at Landlord's sole cost and expense. In the event Landlord desires to change or modify Landlord's Equipment, Landlord must provide to Tenant in writing the particulars of such proposed changes or modifications (such notification shall include full structural and electrical engineering details). Tenant shall have thirty (30) days to respond to such request for proposed changes or modifications, which shall not be unreasonably withheld. As part of the review process, Tenant may consider, among other things, the potential effect on the structural integrity of the tower, potential radio frequency interference and health, safety and environmental concerns. The cost of any structural, engineering, environmental or other studies that Tenant deems necessary to determine compliance with structural, environmental engineering or legal requirements shall be as the cost and expense of the Landlord. Access to the tower shall be subject to the continuing control of, as well as security and safety procedures established from time to time by Tenant. Landlord shall have access to the tower by providing Tenant with reasonable notice of Landlord's desire to access the tower. Notwithstanding anything to the contrary contained within this Lease, Landlord agrees to indemnify and hold Tenant harmless from any and all damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operation, maintenance or repair of the Landlord's Equipment by the Landlord its employees, agents, contractors, licensees, tenants and/or subtenants.

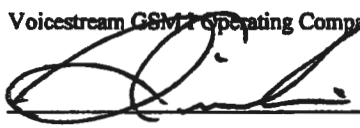
LANDLORD: The Tower of Normal

By:

Printed Name:


Christopher Koos

Its: President, Board of Trustees
Date: 6-24-05

TENANT: Voicestream GSM Operating Company LLC
By: 
Printed Name: Greg Cisewski
Its: Regional Vice President, Engineering and Operations
Date: 7/6/05

APPROVED as to form

Michael A. Sievertson

EXHIBIT A
Legal Description

The Property is legally described as follows:

Subdivision:

FIRST ADDITION TO PUBLIC WORKS SUBDIVISION, being a part of the Northwest Quarter of Section 32, Township 24 North, Range 2 East, Third Principal Meridian in the Town of Normal, McLean County, Illinois, with Certificate of Illinois Registered Land Surveyor No. 1785 dated February 3, 1978.

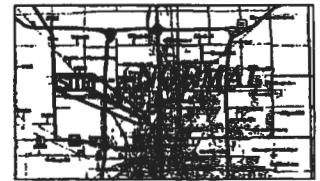
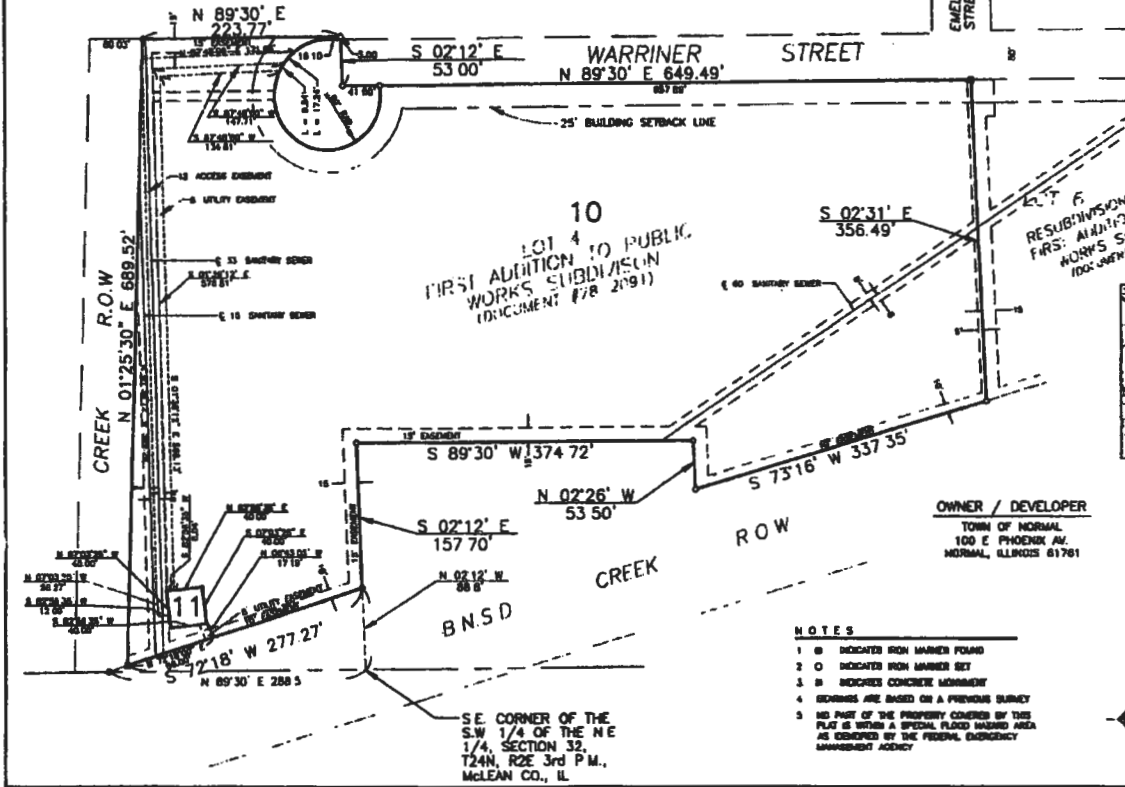
Site Number: CH49-477C
Site Name: Normal Public Works
Market: Chicago

Version 10-2-01

EXHIBIT "B" -- LOT 11 -- AS SHOWN BELOW

RESUBDIVISION OF LOT 4 FIRST ADDITION TO PUBLIC WORKS SUBDIVISION

A RESUBDIVISION OF LOT 4 FIRST ADDITION TO PUBLIC WORKS SUBDIVISION, NORMAL, OF PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3rd PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS



KEY MAP
(NOT TO SCALE)

LOT 10 = 9.802± ACRES
 LOT 11 = 0.037± ACRES
 TOTAL = 9.839± ACRES

OWNER / DEVELOPER
 TOWN OF NORMAL
 100 E PHOENIX AV.
 NORMAL, ILLINOIS 61761

- NOTES
1. (B) INDICATES IRON MARKER FOUND
 2. (O) INDICATES IRON MARKER SET
 3. (C) INDICATES CONCRETE MONUMENT
 4. BOUNDRIES ARE BASED ON A PREVIOUS SURVEY
 5. NO PART OF THE PROPERTY COVERED BY THIS PLAT IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY

S.E. CORNER OF THE
 S.W. 1/4 OF THE N.E.
 1/4, SECTION 32,
 T24N, R2E 3rd P.M.,
 McLEAN CO., IL

FINAL PLAT
 prepared by

KENNETH E.
SCHRADER
 AND ASSOCIATES LTD.
 SURVEYORS - ENGINEERS - PLANNERS
 PROFESSIONAL SERVICE FIRM (SINCE 1928) INC. 4-10-05
 408 S. BROADWAY ST. CHICAGO, IL 60601
 PHONE 300-340-0617 FAX 300-345-0607
 JUNE 2008

EXHIBIT C

**Memorandum
of
Lease**

Site Number: CH49-477C
Site Name: Normal Public Works
Market: Chicago

Version 10-2-01

Memorandum of Lease
Assessor's Parcel Number: 14-32-280-006
Between Town of Normal ("Landlord")
and Voicestream GSM I Operating Company LLC ("Tenant")

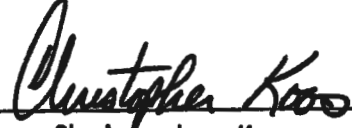
A Site Lease with Option (the "Lease") by and between Town of Normal ("Landlord") and Voicestream GSM I Operating Company LLC, a A Delaware Limited Liability Comapny ("Tenant") was made regarding a portion of following the property:

See Attached Exhibit "A" incorporated herein for all purposes

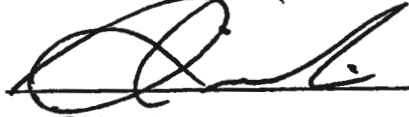
The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for two (2) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Town of Normal

By: 
Printed Name: Christopher Koos
Its: President, Board of Trustees
Date: 10-24-05

TENANT: Voicestream GSM I Operating Company LLC

By: 
Printed Name: GREG CISEWSKI
Its: REGIONAL VP OF OPS AND DEM
Date: 7/6/05

APPROVED as to form

Michael A. Sievertson

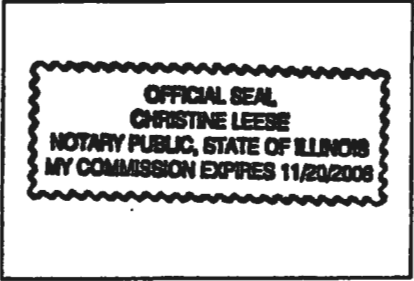
[Notary block for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF Illinois)
) ss.
COUNTY OF McLean)

This instrument was acknowledged before me on 6/24/05 by Christopher Koos, [title] President of Board of Trustees a municipality [type of entity], on behalf of said Town of Mena [name of entity].

Dated: June 24, 2005



(Use this space for notary stamp/seal)

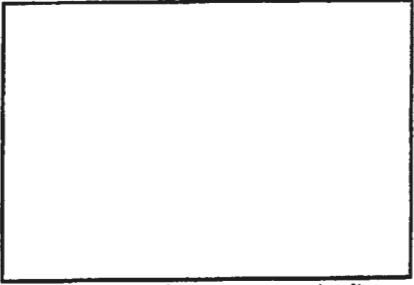
Christine Leese
Notary Public
Print Name Christine Leese
My commission expires 11-20-06

[Notary block for Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____

Dated: _____



(Use this space for notary stamp/seal)

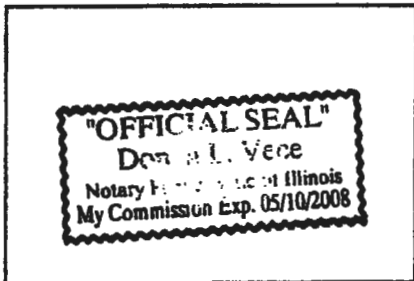
Notary Public
Print Name _____
My commission expires _____

[Notary block for Tenant]

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I certify that I know or have satisfactory evidence that Greg Cisewski is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Regional Vice President, Engineering & Operations of Voicestream GSM I Operating Company LLC, a A Delaware Limited Liability Comapny, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7-6-05



(Use this space for notary stamp/seal)

Donna L. Vece
Notary Public
Print Name DONNA L. Vece
My commission expires 5-10-08

T-Mobile

T-Mobile, USA
8555 W. Bryn Mawr
Chicago, IL 60631
(773)444-5400 office
(773)444-5500 fax

January 31, 2006

Town of Normal
100 E. Phoenix
PO Box 589
Normal, IL 61761

RE: CH49477C/Normal Public Works
1301 Warriner, Normal, IL

Pursuant to Addendum replacement Paragraph 15 of the Site Lease With Option ("Lease") dated July 6, 2005 by and between the Town of Normal ("Landlord") and T-Mobile Central LLC, successor-in-interest to Voicestream GSM I Operating Company ("T-Mobile"), T-Mobile hereby requests your consent to the sublease of a portion of its tower facility at the site to Nextel WIP Lease Corp., d/b/a Nextel Partners ("Sublessee").

The Sublessee will be bound by the terms and conditions of the Lease. This sublease transaction does not relieve T-Mobile of any of its existing or future obligations relative to the Lease. T-Mobile shall commence remittance to Landlord of required revenue share of 25% of all gross revenue collected relative to the sublease upon T-Mobile's commencement of said sublease.

Please indicate your acceptance in the space provided below and forward one original counterpart to the undersigned via facsimile to 773-444-5500 and/or via DHL in the materials provided. The other original counterpart may be retained for your files.

A copy of the Lease is attached for your convenience. Please do not hesitate to contact me in the event that you have questions or comments.

Thank you for your cooperation in this matter.


Anne Kelly
Site Marketing Specialist
T-Mobile USA
Telephone: 773-444-5427

cc: Nextel Partners

CONSENT

In accordance with Addendum replacement Paragraph 15 of that certain Site Lease with Option, by and between the Town of Normal and T-Mobile Central LLC, successor-in-interest to Voicestream GSM I Operating Company, the Town of Normal hereby agrees and consents to a sublease of a portion of T-Mobile's tower facility to Nextel WIP Lease Corp., d/b/a Nextel Partners.

City of Normal

By: _____ Date: _____
Signature (Print name if different from above)

EXHIBIT "A"

**Memorandum of Lease EXHIBIT A
Legal Description**

The Property is legally described as follows:

FIRST ADDITION TO PUBLIC WORKS SUBDIVISION, being a part of the Northwest Quarter of Section 32, Township 24 North, Range 2 East, Third Principal Meridian in the Town of Normal, McLean County, Illinois, with Certificate of Illinois Registered Land Surveyor No. 1785 dated February 3, 1978.

Site Number: CH49-477C
Site Name: Normal Public Works
Market: Chicago

Version 10-2-01

Water Treatment Plant

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement") is made as of this 28th day of September, 1999 by and between Town of Normal ("Optionor") and Illinois PCS, L.L.C., an Illinois limited liability company ("Optionee").

I. OPTION TO LEASE

1. **Grant of Option to Lease and Easements.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor hereby grants to Optionee (i) an exclusive, irrevocable option to lease ("Option") that certain parcel more particularly described in Exhibit "A" ("Parcel") comprising a portion of Optionor's real property situated in Mc Lean County, Illinois ("Property") and more particularly described in Exhibit "B", and (ii) certain non-exclusive easements for ingress and egress and for utilities in, over, across and through the Property to the Parcel for the duration of the Lease as more particularly described in Exhibit "C" ("Easements").

2. **Consideration for Option.** As consideration for the Option, Optionee shall pay to Optionor, \$ 1,400.00 ("Option Payment").

3. **Option Term.** The initial term of the Option shall be for six (6) months commencing on the date of this Agreement. Provided Optionee is not then in material default of this Option beyond any applicable notice, grace or cure period at the end of the initial term of this Option or any extended term then in effect, Optionee shall have the right to extend the Option for one (1) additional period(s) of six (6) months each by Optionee paying to Optionor the consideration of \$ 1,400.00 before expiration of the then existing term of the Option. All references to the Option term shall include by reference the initial term and all extended terms of the Option.

4. **Optionee's Rights During Option Term.** Optionee, its officers, agents, employees and independent contractors have the right to enter upon the Property, the Parcel and the Easements areas during the Option term, to perform or cause to be performed test borings of the soil, environmental assessments, engineering studies of the Parcel, to conduct a survey of the Parcel and the Easements areas and to conduct such other tasks, inspections or functions as Optionee deems reasonable or necessary to satisfy Optionee that the Parcel and the areas of the Easements are suitable for the uses and purposes intended by Optionee. Optionee shall not unreasonably interfere with Optionor's use of the Property, the Parcel or the Easements areas in conducting these activities. Optionee covenants that it shall repair any damage to any portion of the Property occasioned by the activities of Optionee. Any such tests and acts shall be at Optionee's sole cost and expense and Optionee shall indemnify Optionor and hold Optionor and the Property free and harmless from and against any liens and claims arising out of any such work.

5. **Optionor's Representations and Warranties.** As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee that:

- (a) Optionor has good and marketable fee simple title to the Property free and clear of all liens and encumbrances. Optionor acknowledges that Optionee may secure a Preliminary Title Report of the Property at Optionee's expense and if Optionee objects to any defect or cloud on title to the Property, Optionee may give Optionor written notice thereof and Optionee may elect to terminate this Option immediately upon notice by Optionee to Optionor, and if Optionee so elects within sixty (60) days of the date of this Agreement, Optionee shall be entitled to a refund of all Option Payments Optionee has paid to Optionor up until the date the Agreement is terminated, provided Optionee has restored the property and satisfied any damage claims arising out of Optionee's entry onto the property per paragraph 4 above.
- (b) Optionor has the right, power, legal capacity and authority to enter into, perform and be bound by the terms of this Agreement;
- (c) The execution, delivery and performance of this Agreement by Optionor and all documents, instruments and certificates made or delivered pursuant to this Agreement, and all transactions contemplated hereby or thereby, do not and will not require any approval or consent, notice or action to be made by any person or, if required, such approval, consent, notice or action has been made, given or otherwise accomplished and satisfactory evidence thereof has been delivered to Optionee;
- (d) There is no pending or, to Optionor's knowledge, threatened, action, suit, claim or cause of action against Optionor or which may otherwise affect the Property or Optionor's ability to consummate the transactions contemplated by this Agreement;
- (e) Optionor has not received any written notice from any governmental agency within the last two (2) years of any violation of law, ordinance or governmental regulation affecting the Property.

These representations and warranties of Optionor shall survive the exercise of the Option.

6. **Recording.** Tenant may file of record in the property records in the county in which the Parcel and Easements are located a Memorandum of Option as set forth in Exhibit "D" which sets forth the names and addresses of Optionor and Optionee, the legal description of the Property, the Parcel and the Easements, and the duration of the Option term.

II. LEASE AGREEMENT

7. **Exercise of Option and Commencement of Lease.** The Option shall be deemed validly and effectively exercised if notice of exercise of the Option is given in writing to Optionor in accordance with Section 27 on or before the expiration of the Option term. Upon Optionee's exercise of the Option, the terms of this Agreement applying to the lease of the Parcel and grant of the Easements shall govern the relationship of the parties as a lease ("Lease") and Optionor shall thereafter constitute the Landlord and Optionee shall thereafter constitute the Tenant. The

date of the notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

8. **Initial Term.** The initial term of the Lease shall be five (5) years, commencing on the Commencement Date and terminating on the fifth anniversary of the Commencement Date ("Initial Term").

9. **Extended Terms.** Provided Tenant is not then in material default of this Lease beyond any applicable notice, grace or cure period, at the expiration of the Initial Term or any Extended Term then in effect, Tenant shall have the right to extend the term of this Lease for four (4) additional five (5) year terms ("Extended Term"). Each Extended Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in Section 10. This Lease shall automatically be renewed for each successive Extended Term unless Tenant notifies Landlord of Tenant's intention not to renew the Lease before the expiration of the Initial Term or the Extended Term which is then in effect. All references to the term of this Lease shall include by reference the Initial Term and all Extended Terms.

10. **Rent.**

(a) In consideration of the rights granted by this Lease, upon the Commencement Date and throughout the Initial Term of this Lease, Tenant shall pay Landlord the sum of \$ 1,400.00 per month as rent ("Rent"). Rent shall be payable on the Commencement Date in advance and on the first day of each calendar month thereafter to Landlord at Landlord's address set forth in Section 27. If the Commencement Date is on a date other than the first of the month, Rent shall be prorated for the number of days remaining in the month. If the Rent is not received by Landlord on or before the tenth (10th) day of the month, then the Rent shall be deemed delinquent. If the Rent is not paid before delinquency, then the amount due and unpaid shall be subject to a late charge in the amount of five percent (5%) of the overdue amount, without limitation to Landlord's other rights and remedies under this Lease.

(b) If Tenant extends the term of this Lease as provided in Section 9, Rent for each month of that Extended Term shall be increased at the inception of the Extended Term by an amount equal to twenty-five percent (25%) of the monthly Rent in effect for the immediately preceding term of the Lease disregarding any Rent abatements, or actual cost of living increase for the immediately preceding term of the lease (using publication index for all urban area), whichever is higher.

(c) Landlord shall receive ten (10) percent of any rental income from the next two subtenants that execute leases with Tenant on this tower site.

11. **Use.** Tenant shall have the exclusive right to occupy the Parcel and use the Parcel during the term of this Lease for the transmission and receipt of wireless communication signals in any and all frequencies and for any other telecommunications operations including, without limitation, the construction, installation, operation, maintenance and replacement of towers, a structural

tower base, radio transmitting and receiving antennae, dishes, communication equipment, equipment cabinets, utilities, buildings and related facilities and for any related or incidental activities ("Tower Facilities"). Tenant shall not have the right to sublease or provide services to others without Landlord's consent. . . . Landlord grants Tenant the right to use the area of the Easements as is reasonably required for the construction, installation, operation, maintenance and replacement of the Tower Facilities and the improvements in Tenant's utility easement, and Landlord warrants that Landlord has, or will obtain, full right and authority to make such grant.

The Tower Facilities shall remain the exclusive property of the Tenant throughout the term. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of the Tower Facilities to a depth satisfactory to Landlord and all appurtenances located on Landlord's property. Tenant shall exercise reasonable diligence, care and skill in completing the installation of the Tower Facilities and hold Landlord harmless from any claim arising out of Tenant's use of Landlord's property. Tenant shall have the right to install utilities, at Tenant's expense, and to improve any present utilities on the Parcel (including but not limited to the installation of emergency power generators). During the term of this Lease, Tenant shall have the non-exclusive right to use the areas of the Easements for access and utility purposes set forth in Exhibit "C". In this connection, Tenant shall also have the right to permanently place utilities on (or to bring utilities across or under) the Tenant's utility easement to service the Parcel and the Tower Facilities provided prior approval is obtained from Landlord.

Landlord represents and warrants to Tenant that Tenant shall at all times during this Lease have the non-exclusive right of ingress, egress and access over the Tenant's access easement area of the Property to the Parcel. Tenant shall, at its own expense, construct a suitable private access drive to the Parcel and the Tower Facilities meeting the Town of Normal codes. To the degree such access is across the Property, Landlord shall execute a grant of easement evidencing this right and Landlord shall maintain access to the Easements in a free and open condition so that no interference is caused to Tenant by other tenants, licensees, invitees or agents of the Landlord which may utilize the areas of the Easements. Tenant shall exercise reasonable diligence, care and skill in completing the installation and hold Landlord harmless from any claim arising out of such installation.

12. **Recording.** Tenant may file of record in the property records in the county in which the Parcel and Easements are located a Memorandum of Lease as set forth in Exhibit "E" which sets forth the names and addresses of Landlord and Tenant, the legal description of the Parcel and the Easements, the duration of the Initial Term and the quantity and duration of the Extended Terms.

13. **Taxes.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the Tower Facilities and any of Tenant's sublease(s) or licensee(s) facilities on the Parcel. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Parcel and the Easements. Tenant shall pay as additional Rent any increase in real property taxes levied against the Parcel and the Easements which are directly attributable to Tenant's or Tenant's sublessees' or licensees' use thereof. Landlord agrees to furnish written

evidence of such increase to Tenant. If Landlord fails to pay when due any taxes affecting the Parcel or the Easements, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent. Tenant shall have the right, but shall not be obligated, to obtain a separate real estate tax identification number and a separate real estate tax bill for the Tower Facilities improvements.

14. **Landlord's Representations and Warranties.** Landlord acknowledges and agrees that Tenant may at Tenant's sole cost and expense have a metes and bounds survey prepared of the Parcel and the areas of the Easements and that the legal description of the Parcel and the Easements as shown on the survey shall be included in the Memorandum of Lease which is anticipated by this Lease and which survey shall thereafter become the legal description of the Parcel and the Easements.

15. **Surrender of Parcel.** Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Parcel to Landlord and shall remove from the Parcel all of the Tower Facilities or other structures erected by Tenant on the Parcel during this Lease and restore the Parcel to its original condition, reasonable wear and tear excepted. Rent shall continue until such time as the Parcel is restored to its original condition, reasonable wear and tear excepted.

16. **Default.**

(a) **Default by Tenant.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(i) **Nonpayment of Rent.** Failure to pay Rent or any other amount due and payable hereunder upon the date when such payment is due, such failure continuing for a period of five (5) days after receipt of written notice from Landlord to Tenant specifying the alleged default and the applicable provisions of this Lease.

(ii) **Other Obligations.** Failure to observe or perform any obligation, agreement or covenant under this Lease other than the payment of Rent or other monies due, such failure continuing for thirty (30) days after Tenant receives notice of such failure specifying the alleged default and the applicable provisions of this Lease; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in default if Tenant shall within such period commence the cure of the default and thereafter diligently prosecute the same to completion;

(iii) **Violation of Law.** Tenant violates or allows a violation of any applicable law, rule, statute, ordinance, order or regulation applicable to the Tower Facilities and/or Tenant's use of the Parcel or the Easements or by reason of the exercise of any rights under or with respect to this Lease and does not cure such violation within thirty (30) days of the date of the notice from the Landlord to the Tenant specifying the alleged violation, the applicable provisions of this Lease

and demanding such cure; or, if such violation is curable but not curable within such thirty (30) day period, within such period of time as is reasonably necessary to accomplish such cure.

(iv) **Bankruptcy.** The appointment of a receiver to take possession of all or substantially all of Tenant's assets, an assignment by Tenant for the benefit of its creditors, or the filing of a voluntary or involuntary petition in bankruptcy by Tenant's creditors, if such appointment, assignment or petition remains undischarged for a period of ninety (90) days and Tenant is otherwise in default under this Lease.

(v) **Assignment.** Assignment of all or a portion of Tenant's rights without Landlord's consent.

(c) **Default by Landlord.** Failure by Landlord to perform or observe any covenants, conditions or provisions of this Lease to be performed or observed by Landlord shall constitute a default by Landlord if the failure is not cured within thirty (30) days after receipt of written notice thereof has been given by Tenant to Landlord specifying the alleged default and the applicable provisions of this Lease; provided, however, that if the nature of Landlord's default is such that the same cannot reasonably be cured within thirty (30) days, Landlord shall not be deemed to be in default if Landlord shall within such period commence the cure and thereafter diligently prosecutes the same to completion .

17. Remedies upon Default.

(a) **Landlord's Remedies.** Upon the occurrence of a default by Tenant to perform or observe any covenants, conditions, or provisions of this Lease (after the expiration of all applicable notice, grace, and cure periods), Landlord shall be entitled to the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

(i) **Termination.** Landlord shall have the right, with or without notice immediately to terminate this Lease, and at any time thereafter recover possession of the Parcel and expel therefrom Tenant and repossess the Parcel, in the manner permitted by law, without prejudice to any of the remedies that Landlord may have under this Lease or under law by reason of Tenant's default. Landlord maintains the right to sue Tenant, in a court of law, for all damages which result from Tenant's failure to comply with the terms and conditions of the Lease.

(ii) **Continuation after Default.** This Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Section 17.a(i) above, and Landlord may enforce all of its rights and remedies under this Lease, including (but without limitation) the right to recover the Rent as it becomes due without terminating this Lease. Acts of maintenance, preservation, or efforts to rent the Parcel or the appointment of a receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

(iii) **Damages upon Termination.** Should Landlord terminate this Lease pursuant to the provisions of Section 17.a(i) above, Landlord shall have all its rights and remedies under this Lease in addition to any other rights and remedies to which Landlord may be entitled under applicable law.

(b) **Tenant's Remedies.** Upon the occurrence of a default by Landlord to perform or observe any covenants, conditions, or provisions of this Lease (after the expiration of all applicable notice, grace, and cure periods), Tenant shall have the right and option to terminate this Lease upon ten (10) days' written notice to Landlord and at any time thereafter, subject to supervision of Landlord, remove its Tower Facilities from the Parcel without prejudice to any other rights and remedies available to Tenant at law or in equity including without limitation the right to recover all sums paid or incurred by Tenant in connection with the installation and construction of Tenant's Tower Facilities and all other equipment installed by or on behalf of Tenant, together with any prepayment of Rent or other charges paid by Tenant to Landlord. Notwithstanding the foregoing and in addition to all other rights of Tenant herein, in the event the default by Landlord is a failure to pay any amount Landlord is obligated to pay under this Lease, Tenant shall also have the right to make such payment and deduct the amount of such payment from future rent until Tenant is repaid in full.

18. **Destruction of Parcel.** If the Parcel or the Tower Facilities are destroyed or damaged so as to hinder the effective use of any of the Tower Facilities in Tenant's judgment, Tenant may elect at any time up to ninety (90) days after the date of the damage or destruction to terminate this Lease. If this Lease is terminated by Tenant subject to this Section, all rights and obligations of Tenant to Landlord shall cease as of the date of the damage or destruction. Tenant shall have sixty (60) days from the date it terminates this Lease to remove its Tower Facilities and all other property which it owns from the Parcel and Property.

19. **Condemnation.** If any portion of the Parcel shall be taken or condemned for any public purpose to such an extent as to render the Parcel unsuitable for the uses permitted in this Lease as reasonably determined by Tenant, this Lease shall forthwith cease and terminate as of the date of taking (which date shall be the date the condemning authority takes title or possession, whichever occurs first). A sale of all or part of the Parcel to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this Section. Tenant shall have 60 days from the date of lease termination to remove the facilities and all other property which it owns from the parcel and property.

20. **Termination for Operational Reasons.** If Tenant determines that the Tower is no longer appropriate for Tenant's operations for economic, environmental, or technological reasons or if Tenant does not secure or maintain all appropriate or applicable agreements, approvals, permits, and licenses or receive other requisite authorization for Tenant's intended use of the Property Tenant may terminate the Lease upon thirty (30) days prior written notice to Landlord. In addition, if any such agreement, approval, permit, license, or other requisite authorization is

revoked or canceled for any reason, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord. Tenant shall act with due diligence to obtain and maintain such agreements, approvals, permits, and authorizations. Tenant shall have 60 days from the date of termination to remove its facilities and all other property it owns from the parcel and property

21. **Force Majeure.** If the performance of this Lease, or of any obligation hereunder is prevented, restricted or interfered with by reason of lightning, earthquake or other act of God, embargoes, government ordinances or requirements, civil or military authorities, acts or omissions of carriers, inability to obtain necessary materials or services from suppliers, power outages or brownouts, or mechanical, electronic or communications failures, or other causes beyond the reasonable control of the party whose performance is affected (excluding financial condition, negligence or willful misconduct), then the party affected, upon giving prompt notice to the other party, as set forth in Section 27, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction or interference (and the other party will likewise be excused from performance of its obligation on a day-for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use reasonable efforts to avoid or remove such causes of nonperformance and both parties shall proceed to perform their obligations with dispatch whenever such causes are removed or cease. Except Tenant's obligation to pay rent shall not abate or terminate until all of Tenant's property is removed from the parcel and property

22. **Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of public liability and property damage insurance with a single combined liability limit of not less than One Million Dollars (\$1,000,000), insuring against all liability of Tenant arising out of or in connection with Tenant's use or occupancy of the Parcel. Landlord shall be named as an additional insured under such policy. Tenant shall require its insurer to give Landlord thirty (30) days' prior written notice before canceling the coverage provided by such policy.

23. **Indemnity.**

(a) Each party (the "indemnifying party") shall indemnify and hold the other party and its officers, directors, partners, agents, contractors and employees harmless from the indemnifying party's use of the Parcel or the Property, or from any activity, work, or thing done, permitted or suffered by the indemnifying party in or about the Parcel or the Property, and shall further indemnify and hold the other party harmless from and against any and all claims to the extent but only to the extent arising from any breach or default in the performance of any obligation on the indemnifying party's part to be performed under the terms of this Lease, or to the extent but only to the extent arising from any negligence or willful misconduct of the indemnifying party or any of its agents, contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon;

and in case any action or proceeding be brought against the other party by reason of any such claim, the indemnifying party, upon notice from the other party, shall defend the same at the indemnifying party's expense by counsel satisfactory to the parties. Landlord reserves the right to assert any defense available under the Illinois Tort Indemnity Act(745 ILCS 10/1-101) and shall only be obligated to indemnify for claims not subject to governmental immunity either pursuant to the Act or at law.

(b) The indemnification provisions of this Section 24 shall survive the expiration or earlier termination of this Lease to and until the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed hereunder.

24. **Waiver of Incidental and Consequential Damages.** Neither party will assert any claim whatsoever against the other party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of the construction, installation, operation, maintenance, or replacement of the Tower Facilities or Tenant's use of the Property, the Parcel or the area of the Easements or use of the Property by Landlord.

25. **Hazardous Substances.**

(a) **Limitation on Hazardous Substances.** The parties hereby covenant that neither party shall cause or permit any Hazardous Substances, as defined below, to be brought upon, kept, or used in or about the Parcel or the Easements by the parties or their agents, employees, contractors, or invitees unless such Hazardous Substances are used, kept, and stored safely, securely, and in a manner that complies with all laws regulating any such Hazardous Substances, including any applicable notice requirements. Landlord acknowledges that Tenant only has authority over its own operations, and has no authority to control the operations of Landlord or any other tenants on the Property.

(b) **Indemnification.**

(i) If either party breaches the covenant set forth in Section 26.a (the "indemnifying party"), or

(ii) if the presence of Hazardous Substances on, in, or about the Parcel or the Easements caused or permitted by the indemnifying party, its employees, agents, contractors, or subcontractors results in contamination of the Parcel or the Easements, or

(iii) if contamination of the Parcel or the Easements by Hazardous Substances otherwise occurs for which the indemnifying party is legally liable to the other party as finally determined by a court or other tribunal of competent jurisdiction,

then the indemnifying party shall indemnify, defend, and hold the other party harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including, without limitation, diminution in the value or the leasehold value of the Parcel or the

Easements, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Parcel or the Easements, and sums paid in settlement of claims, attorneys' fees, - consultant fees, and expert fees and any and all costs incurred in connection with any investigation of site conditions and any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of the presence of Hazardous Substances on, in, or about the Parcel or the Easements, or the soil or groundwater on or under the Parcel or the Easements) to the extent but only to the extent arising from the indemnifying party's breach as provided in clause (i) of this Section 26.b or the indemnifying party's causing or permitting the presence of such Hazardous Substances as provided in clause (ii) of this Section 26.b or to the extent of the indemnifying party's liability determined as provided in clause (iii) of this Section 26.b.

(c) **Survival.** The indemnification provisions of this Section 26 shall survive the expiration or earlier termination of this Lease to and until the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed hereunder.

(d) **Definition of Hazardous Substances.** For purposes of this Section 26, the term "Hazardous Substances" shall be interpreted broadly to include any substance whose use, possession, or storage is licensed, regulated, or controlled by any federal, state, or local governmental, administrative, or regulatory agency or authority, including but not limited to substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1257 et seq., the Clean Air Act, 42 U.S.C. Section 2001 et seq., or the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.

26. **Notices.** Except as otherwise provided for in this Agreement to the contrary, all notices and other communications required or contemplated to be given under this Agreement shall be in writing and shall be delivered either by (i) postage prepaid return receipt requested registered or certified mail, (ii) expedited messenger service, (iii) personal delivery, (iv) facsimile, or (v) air courier addressed to the party or parties for whom intended at the addresses shown below or such other address as the intended recipient previously shall have designated by written notice from time to time (provided, however, notice of a change of address or facsimile number shall be effective only upon receipt):

If to Landlord, to:
_ Town of Normal
City Clerk
100 E Phoenix
Normal, Illinois 61761

F.E.I.N. or Social Security No.: _____
Telephone: 309-454-2444 _____
Facsimile: 309-454-9609 _____
With copy to:
Mayor

City Manager
Corporation Counsel
All at above address

If to Tenant, to:

Illinois PCS, L.L.C.
111 East First Street
Geneseo, IL 61254

319
469
4762

Attention: Mr. M. Lynn Pike
Telephone: (309) 945-1650
Facsimile: (309) 945-1651

Copy to:
Nortel Networks, Inc
GMS 991 15 A40
2221 Lakeside Blvd
Richardson, Texas 75082-4366
Attn: V.P.-Finance, Wireless Networks
Telecopy # 972-684-3929

Jenkins & Gilchrist
1445 Ross Ave. Suite 3200
Dallas, Texas 75202
Attn: Ronald D. Rosener
Telecopy # 214-855-4300

Each party shall make an ordinary, good faith effort to ensure that such party will accept or receive notices that are given in accordance with this Section, and that any person to be given notice actually receives such notice. All such notices and other communications shall be deemed to have been rendered or given (i) if sent by registered or certified mail, on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent, and, in the absence of such record of delivery, the effective date shall be presumed to have been the third (3rd) day after the date when it shall have been deposited in the mail; (ii) if sent by expedited messenger service, on the date it is officially recorded by the messenger service carrier as delivered to or refused by the intended recipient; (iii) if personally delivered, upon receipt; (iv) if by facsimile one (1) hour after its transmission, if such time is during the business hours in the place of its receipt or, if it is not, on the opening of business on the next succeeding day in the place of receipt, subject to having in fact been received in legible form; and (v) if sent by air courier, one (1) day after delivery to an air courier for overnight expedited delivery.

27. **Quiet Enjoyment.** Landlord warrants and represents that Tenant shall have quiet enjoyment of the Parcel and the Easements during the term of this Lease..

28. **Mechanics' Liens.** Tenant shall promptly pay and discharge all claims for labor performed, supplies furnished, and services rendered at the request of Tenant and shall keep the Parcel and the areas of the Easements free of all mechanics' and materialmen's liens in connection therewith. Tenant shall provide at least ten (10) days' prior written notice to Landlord before any labor is performed, supplies furnished, or services rendered and Landlord shall have the right to post notices of non-responsibility. If any such lien is filed, Tenant shall cause such lien to be released and removed within ten (10) days after the date of filing, and if Tenant fails to do so, Landlord may take such action as may be necessary to remove such lien and Tenant shall pay Landlord such amounts expended by Landlord together with interest thereon at the maximum interest rate from the date of expenditure.

29. **Interference.** Landlord and Tenant agree that, on or after the date of this Lease, Landlord and Tenant will not lease or otherwise permit any other entity or person to use any part of the Property or engage in any use of the Property for any use or operations which causes interference with Landlord's or Tenant's authorized signal(s) or frequency(ies), the authorized physical location of Landlord's or Tenant's improvements to the Property, or that of any third party permitted to use and occupy the Parcel. If either breaches their non-interference obligations in violation of this Lease, the breaching party, upon receiving notice of any such breach, shall immediately take all reasonable steps necessary to correct and eliminate such interference. Complete updates on a daily basis of all aspects of the problem and steps to correct or eliminate the interference shall be given the non-breaching party. If the non-interference obligations under this Section are not fully satisfied within thirty (30) days of receipt of written notice, either party may, in addition to its other rights and remedies, thereafter terminate this Lease.

30. **Subordination.** Tenant agrees that this Lease shall be subject and subordinate at all times to (a) all ground leases or underlying leases that may now exist or hereafter be executed affecting the Parcel and the areas of the Easements or any portion thereof, (b) the lien of any mortgage, deed of trust, assignment or rents and leases, or other security instrument (and any advances thereunder) that may now exist or hereafter be executed in any amount for which the Parcel and the areas of the Easements or any portion thereof, any ground leases or underlying leases, or Landlord's interest or estate therein, is specified as security, and (c) all modifications, renewals, supplements, consolidations and replacements thereof, provided in all cases that Landlord shall obtain and deliver to Tenant the written agreement in the form (which shall be in a commercially reasonable form approved by Tenant and Landlord's lender) of the mortgagees or beneficiaries named in mortgages or deeds of trust thereafter executed or the assignee of any assignment of rents and leases hereafter executed to recognize the interest and not disturb the possession, use and enjoyment of Tenant under this Lease in the event of foreclosure or default, provided Tenant is not in default (beyond any applicable notice, cure or grace period) under the terms and conditions of this Lease, and provided further that Landlord shall obtain the agreement of any lessors of ground leases or underlying leases hereafter executed to recognize the interest and not disturb the possession, use and enjoyment of Tenant under this Lease in the event of termination of such ground lease or underlying lease. Subject to the foregoing, Landlord shall have the right to subordinate this Lease or cause this Lease to be subordinated to any such ground leases, underlying leases or liens. If any ground lease or underlying lease terminates for any reason or any mortgage, deed of trust, assignment of rents and leases or other security instrument is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, attorn to and become the tenant of the successor in interest to Landlord at the option of such successor in interest; provided, however, that such successor in interest shall recognize the leasehold estate of Tenant and not disturb the possession, use and enjoyment and all rights of Tenant under all of the terms, covenants and conditions of the Lease for the remaining balance of the term, with the same force and effect as if such successor in interest were the Landlord under the Lease (provided, however, that such successor in interest shall not be bound by any payment of Rent or additional charges by Tenant to any prior Landlord for more than one (1) month in advance of its due date, unless actually received by such successor in interest). Tenant covenants and agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord (and reasonably approved by Tenant), any additional reasonable documents evidencing the priority or subordination of this Lease with respect to any such ground leases, underlying leases, mortgages, deeds of trust, assignment of rents and leases or other security instruments, including, without limitation, the above-referenced subordination, attornment and non-disturbance agreement. Subject to the foregoing, Tenant acknowledges and agrees that Tenant shall be bound by, and required to comply with, the provisions of any assignment of rents and leases with respect to the Parcel.

31. Landlord's Waiver of Lien

Landlord acknowledges and agrees that, notwithstanding anything to the contrary contained in this Lease:

- (1) Tenant shall be permitted to pledge, mortgage, hypothecate or otherwise grant a lien, security interest or collateral assignment (whether pursuant to a security agreement, deed or trust, collateral assignment, mortgage or other instrument) (a "Lien") in and to all

right, title and interest of Tenant in and to this Lease, including, without limitation, the right to occupy the Premises pursuant to the terms hereof, to Northern Telecom Inc. (individually and/or as administrative agent for itself and other lenders) and its successors and assigns or any refinancing or replacement lender (hereinafter collectively called "Lenders") in connection with certain debt financing to Tenant or to any of its affiliates as security for such debt financing.

(2) Lender shall be permitted to foreclose upon any such Lien (or accept an assignment in lieu of foreclosure) and transfer and assign all right, title and interest of Tenant in and to this Lease pursuant to or subsequent to such foreclosure and, in the event of any such foreclosure, transfer or assignment, and provided Lender or its successor-in-interest expressly assumes in writing and agrees to perform each of Tenant's covenants, duties and obligations which will arise and accrue from and after the date of such foreclosure, transfer or assignment, Landlord agrees that it will recognize Lender or its successor-in-interest as the successor-in-interest to Tenant under this Lease as if Lender or its successor-in-interest (as applicable) were Tenant under this Lease.

(3) Within ten (10) business days after written request by Tenant, Landlord will execute and deliver in favor of Lender an estoppel certificate or other instrument in form reasonably acceptable to Landlord and such Lender pursuant to which Landlord will (i) confirm the existence, validity and binding effect of this Lease, (ii) confirm that Landlord is the owner and holder of this Lease, (iii) confirm that, to Landlord's current, actual knowledge, no monetary default and no other default has occurred under the terms of this Lease (or specifying any defaults which have occurred, which are continuing and of which Landlord is currently, actually aware), (iv) agree to provide Lender a copy of any notice of default delivered to Tenant hereunder, and (v) agree that, prior to any termination of this Lease as a result of a default of Tenant hereunder, Landlord will provide written notice of such default to Lender at its principal office in Richardson, Texas to the attention of Charles M. Helm and afford Lender a period not less than 30 days within which to cure such default.

(4) Landlord hereby agrees that all property of Tenant now or hereafter located on the Premises shall be and remain personal property of Tenant notwithstanding the manner in which such property shall be attached or affixed to the Premises. Landlord hereby further agrees that, notwithstanding the order of perfection or priority of any security interest or lien under applicable law, any security interest or lien for rent or similar charges or other indebtedness, liabilities or obligations owing to Landlord under or in connection with the Lease, whether arising by operation of law or otherwise, whether now existing or hereafter arising, and each and every right which Landlord now has or hereafter may have, either to levy or distrain upon any property of Tenant or any interest therein ("Lender's Collateral") or to claim or assert title to Lender's Collateral, or make any other claim against Lender's Collateral, whether under the Lease or the laws of the State in which the Premises are located or under any deed of trust, mortgage or other lien document now in effect whether by reason of a default under the Lease or otherwise, expressly is hereby made and shall be subject and subordinate in every respect to any security interest or lien or other right, title or interest of Lender in Lender's Collateral, no matter when acquired, and shall further be subject and subordinated to all of the terms, provisions and conditions of any loan or security document

in favor of Lender. Lender and its agents and legal representatives, without any liability or accountability whatsoever to Landlord (except for damages, if any, to the Premises caused thereby and the obligation to pay rental, both as provided hereinbelow), (a) may remove any or all of Lender's Collateral located at the Premises from the Premises (i) whenever Lender, in its sole discretion, believes such removal is necessary to protect Lender's interest in Lender's Collateral or (ii) whenever Lender shall seek to sell or foreclose upon Lender's Collateral; and (b) shall have access to the Premises and Lender's Collateral at all times. Landlord grants to Lender a license to enter onto the Premises and consents and agrees that Lender and/or its representatives or agents may at any time enter onto the Premises to inspect Lender's Collateral, to take possession of Lender's Collateral and to remove any or all of Lender's Collateral from the Premises or exhibit for sale and/or conduct one or more sales of Lender's Collateral on the Premises, and Landlord will not in any manner hinder, interfere or prevent any of the foregoing. Lender agrees to repair any damage caused by Lender or its agents or representatives as a direct result of any such removal of Lender's Collateral from the Premises by Lender or its agents or representatives. During any possession and occupancy of the Premises by Lender, Lender's obligation to Landlord shall include only the obligation to pay the rental that accrues during such period of possession and occupancy if and to the extent that Tenant has not paid such rental. Lender shall have no obligation to cure any defaults of Tenant under the Lease. If at any time, from time to time, Landlord ever comes into possession or control of any proceeds of any of Lender's Collateral, such proceeds shall be held by Landlord for the benefit of Lender, to the extent of its interest therein, and the same shall forthwith be paid and delivered to Lender.

(5) All terms and provisions of clauses (1), (2), (3) and (4) preceding shall enure to the benefit of Lender. Landlord shall, upon request by Tenant, deliver to Lender a subordination agreement executed by Landlord consistent with clause (4) and otherwise in a form reasonably acceptable to Lender pursuant to which Landlord subordinates any security interest or lien held by Landlord in any personal property of Tenant located on the Premises to any security interest or lien then held by Lender.

32. **Miscellaneous.**

(a) **Estoppel Certificates.** Each party agrees to furnish to the other in writing, within ten (10) days after request, such estoppel information as the other may reasonably request.

(b) **Entire Agreement.** The terms of this Agreement (including the Exhibits, all of which are hereby incorporated by reference) are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Agreement and may not be

contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Agreement. The language in all parts of this Agreement will in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against either party.

(c) Amendments and Modifications. No amendment, modification, or supplement, including those by custom, usage of trade, or course of dealing, of any provisions of this Agreement shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification. No oral order, objection, claim, or notice by either party to the other shall affect or modify any of the terms or obligations contained in the Agreement.

(d) Successors and Assigns. Upon written notice and approved of Landlord, Tenant shall be entitled to assign, sublease or otherwise transfer all or any part of its interest in this Agreement, the Parcel and the Easements from time to time. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties. In the event Tenant shall assign this agreement and shall at any time thereafter be a tenant or subtenant ("Subtenant") on the Parcel, whether in relation to Tenant's assignee or any successor thereto, Landlord, and any successors in interest to Landlord, agree they shall continue to be bound to Tenant as such Subtenant with respect to any provisions of this Agreement intended to benefit Tenant's operations of its equipment and the provisions of section 32 hereof shall continue to apply and Tenant even as such Subtenant, and Landlord and any such successor shall provide such written documents.

(e) Real Estate Brokers. If either Landlord or Tenant is represented by a real estate broker or other representative in this transaction, that party shall be fully responsible for any fees due such person or firm and shall hold the other party harmless from any claims for commission or other compensation by such person or firm.

(f) Full Cooperation. Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights under this Agreement or Tenant's use of the Parcel and the Easements and to take any further action which Tenant may reasonably require as to effect the intent of this Agreement. Landlord hereby irrevocably appoints Tenant or Tenant's agent as Landlord's agent to file applications on behalf of Landlord with federal, state and local governmental authorities which applications relate to Tenant's intended use of the Parcel and the Easements including but not limited to land use and zoning applications.

(g) Choice of Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois. In addition, this Agreement is subject to the applicable rules, regulations, and decisions of the Federal Communications Commission and any other agency with competent jurisdiction, and is also subject to changes or modifications as the

Commission or any such agency may order Venue for. any dispute shall be in Mc Lean County Illinois

(h) Severability. Any provisions or portion of this Agreement prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion of this Agreement are prohibited by, unlawful or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions to the extent such interpretation is consistent with applicable law.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

- (j) Tenant agrees to provide amended site plan documents satisfactory to Town Staff**
- (k) Tenant agrees to fence the facilities to the satisfaction of Town Staff**
- (l) Tenant agrees to landscape the facilities to the satisfaction of Town Staff**
- (m) Tenant agrees to paint the monopole facility any color specified by Town Staff**
- (n) Tenant agrees to underground all utilities serving the facility.**
- (o) Tenant agrees to construct a concrete driveway to serve the facility at such location and in such manner as satisfactory to Town Staff**
- (p) Tenant agrees to locate Town of Normal communication antennas on Tenant's facilities at no charge to Town. Town agrees to provide the necessary equipment to accomplish such installation.**
- (q) In the event Town determines it is in the best interest of the Town to use the leased property for municipal purposes then Tenant agrees to relocate its equipment property and facilities to an alternative site as agreed to by the Parties. If this event occurs, Town will reimburse Tenant for all installation costs of the facility at the percentages at the following schedule :**

Initial five year lease	100%
Second five year term	75%
Third five year term	50%
Fourth five year term	25%
Fifth five year term	25%

In the the event such agreement cannot be reached then Town may upon 60 days notice terminate this Agreement and Tenant shall within 60 days from the date of lease termination remove its facilities and all other property which is owns from the parcel and property.

- (r) Tenant agrees to obtain at its sole cost certification from a structural engineer of Town's choosing that Tenant's facilities will not damage or pose a risk to Town of Normal's property and structures located on the property.

IN WITNESS WHEREOF, the parties have executed or caused their authorized representative for and on its behalf to execute this Agreement as of the date first written above.

Optionor/Landlord

Optionee/Tenant

Town of Normal

Illinois PCS, L.L.C., an
Illinois limited liability company

By: *Kenon Kanate*

By: *L. Yu*

Title: *President, Board of Trustees*

Title: *President & CEO*