

**Memorandum
Public Works Department**



To: City Manager
Subject: Site License Agreement
Date: August 11, 2011
Number: 2011-244

The Site License Agreement between the City of Rock Island and Nextel allowing Nextel to place antennas on the 1413 42nd Avenue water tower expired in February.

A new Site License Agreement has been made to automatically renew the agreement for one year with nine additional one year terms. Nextel will pay the City of Rock Island a license fee of \$2,419.05 per month with an increase of 3% per year.

Recommendation

The Public Works Department recommends that the City Council approve the Site License Agreement and direct the City Manager to sign agreement.

Submitted by: Robert T. Hawes, P.E., Assistant City Manager/Public Works Director
Michelle Martin, Assistant to the City Manager

Approved by: John C. Phillips, City Manager

SITE LICENSE AGREEMENT (Municipal Water Tower Attachments)

THIS LICENSE AGREEMENT (the "License"), made this ____ day of _____, 2011, by and between City of Rock Island, an Illinois municipal corporation ("Licensor") and Nextel WIP Lease Corp., a Delaware corporation ("Licensee").

1. License of Premises.

Subject to the terms and conditions of this License and the provisions of Division 76 of Article II of the Illinois Municipal Code (65 ILCS 11-76), Licensor hereby licenses to Licensee on a non-exclusive basis a portion of the real property described on Exhibit A ("the Property") consisting of (a) a ground space area of approximately 625 square feet, (b) space on the structure for the installation of antennas and related equipment, and (c) such easements as are necessary for the initial installation as described on attached Exhibit E, and for ingress and egress and the installation of utilities (collectively, the "Premises"). The nature and the extent of the utility installation shall be specified on the site plan and attached as Exhibit E.

2. Term.

- a. The initial term of this License shall be one (1) year (the "Initial Term"), commencing on February 20th, 2011 ("Commencement Date").
- b. This License shall be automatically renewed for nine (9) additional one (1) year renewal terms (each a "Renewal Term"), upon the same terms and conditions, unless Licensee notifies Licensor in writing of Licensee's intention not to renew this License at least one hundred and eighty (180) days prior to the expiration of the existing term. The Licensor may terminate the License upon giving Licensee one hundred and eighty (180) days notice; provided, however, that Licensor shall not have the right to exercise its right of termination for the purpose of (a) attempting to renegotiate the provisions of the License or (b) putting in place a new lease with Licensee on terms and conditions that are different from those of the License.

3. License Fees.

- a. From and after the Commencement Date, Licensee shall pay Licensor Two Thousand Four Hundred Nineteen and 05/100 Dollars (\$2,419.05) per month ("License Fee").
- b. The License Fee shall increase annually during the initial and Renewal Term, effective as of each anniversary of the Commencement Date, by an amount equal to three percent (3%) per annum above the amount of the License Fees in effect immediately prior to such increase. The License Fees shall be payable monthly in advance without demand, offset, abatement, diminution or reduction, to Licensor, at Licensor's address specified below or any other person or firm as Licensor may from time to time, designate in writing at least sixty (60) days in advance of any License Fees payment date.
- c. Licensee shall pay to Licensor a one-time non-refundable administrative fee in the amount of One Thousand and No/100 Dollars (\$1,000.00) for the negotiation of this License.
- d. All fee payments must have the City of Rock Island lease number on them in order to be processed.

The Premises may be used for (i) the transmission and reception of communications signals within or utilizing such frequency band or frequencies which are within those for which Licensee, or any entity which controls, is controlled by or is under common control with Licensee, is duly licensed by the Federal Communications Commission, and (ii) the attachment, installation, operation, alteration, maintenance, repair, replacement and relocation of any approved antennas and related equipment, cables and facilities and improvements related thereto, and (iii) activities related to any of the foregoing, provided such activities do not require an expansion of the Premises or violate Licensee's duties on non-interference set forth herein.

LICENSOR AND LICENSEE AGREE THAT THE PRIMARY FUNCTION OF THE WATER TOWER IS TO PROVIDE WATER SERVICE TO THE MUNICIPAL WATER CUSTOMERS. SHOULD THE LICENSOR DETERMINE, IN ITS SOLE DISCRETION, THAT THE PERFORMANCE OF THIS LICENSE INTERFERES WITH THAT PRIMARY FUNCTION, THE LICENSOR MAY TERMINATE THIS LICENSE WITH ONE HUNDRED TWENTY (120) DAYS WRITTEN NOTICE TO LICENSEE. LICENSEE SHALL HAVE THE RIGHT DURING SAID ONE HUNDRED TWENTY (120) DAY PERIOD TO CURE THE INTERFERENCE PROBLEM TO THE SATISFACTION OF THE LICENSOR; PROVIDED, HOWEVER, THAT IF SAID CURE IS NOT ACHIEVED IN THE SOLE JUDGEMENT OF THE LICENSOR, LICENSEE MUST HAVE COMPLETELY VACATED THE TOWER BY THE EXPIRATION OF SAID ONE HUNDRED TWENTY (120) DAY PERIOD. IF LICENSEE DETERMINES, IN ITS SOLE JUDGEMENT, THAT THE OPERATION OF THE TOWER BY LICENSOR IS CREATING INTERFERENCE WITH LICENSEE'S USE AND OPERATION OF ITS FACILITIES AT THE TOWER, LICENSEE MAY TERMINATE THIS LICENSE BY GIVING THE LICENSOR ONE HUNDRED TWENTY (120) DAYS WRITTEN NOTICE. LICENSOR SHALL HAVE THE RIGHT DURING SAID ONE HUNDRED TWENTY (120) DAY PERIOD TO CURE THE INTERFERENCE PROBLEM TO THE SATISFACTION OF THE LICENSEE. LICENSEE'S RIGHT TO TERMINATE THIS LICENSE IS SUBJECT TO ALL OF THE TERMS HEREOF REGARDING LICENSEE'S OBLIGATION TO REMOVE EQUIPMENT AND BUILDING AT THE EXPIRATION OR TERMINATION OF THIS LICENSE.

4 Installation and Maintenance.

Licensee shall install, construct and maintain the antenna facilities on the Premises at its sole cost and expense in compliance with approved plans and the installation and maintenance criteria listed on the attached Exhibit D.

5. Access.

Licensee and its authorized employees, engineers, technicians, or properly authorized contractors of Licensee or personnel under their direct supervision shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Premises. All access to the Premises by Licensee shall be subject in each instance to the reasonable security requirements and reasonable rules and regulations from time to time in effect at the Property, of which Licensor shall inform Licensee in writing. (Please see attached Exhibit B.) Notwithstanding the foregoing, in the event Licensee requires or requests Licensor or Licensor's representative to be present in order for Licensee to gain access to the Premises outside of Licensor's normal business hours, Licensee will be responsible for any reasonable out-of-pocket costs incurred by Licensor in providing such access to the Premises.

6. Interference.

Licensee further agrees that it will supply Licensor with a twenty-four (24) hour contact phone number, so that in the event that the Licensee's equipment interferes with the normal and proper operation of Licensor's and/or any prior lessee's facilities on the Property, the Licensee be notified. Licensee agrees to install and operate only equipment that does not cause interference to Licensor's or other lessees or licensees of the Property ("Pre-Existing User"); provided that their installations and use predate that of the Licensee's installation. In the event that the Licensee's equipment cause such interference or any permitted subsequent modification or addition causes such interference, Licensee shall take all steps necessary to correct and eliminate the interference. If the interference is substantial then Licensee shall have forty-eight (48) hours to resolve the interference problem. If the interference is substantial and cannot be resolved within 48 hours, Licensee shall power down its equipment and/or cease operations in order to correct and eliminate such interference provided that Licensee may operate its equipment intermittently during off-peak hours for testing purposes only. If the interference is not substantial, Licensee shall work diligently and take all necessary and appropriate action to cure such interference as promptly as possible without having to power down its equipment unless the interference becomes substantial. In all cases of interference if Licensee is unable to eliminate the interference, or reduce it to a level acceptable to the affected Pre-Existing User, within a period of thirty (30) days, then either party may terminate this License. Licensor agrees not to allow any lessee of the Property whose equipment is installed or modified subsequent to Licensee's then current operation of Licensee's equipment ("Subsequent User") to interfere with the operation of Licensee. In the event Licensee is subject to any such interference, Licensor shall (or shall cause other Subsequent Users) take all steps necessary to correct and eliminate the interference. If such interference is not eliminated within forty-eight (48) hours after Licensor's receipt of notice of such interference from Licensee, Licensor shall (or shall cause such other Subsequent User) to cease

operations if requested by Licensee until the interference is eliminated. If such Subsequent User is unable to eliminate the interference, or reduce it to a level acceptable to Licensee, within a period of thirty (30) days, then Licensee may, in addition to any other rights it may have, terminate this License. Nothing in this section shall be deemed or interpreted to authorize Licensee to illegally transmit on any frequencies or to provide any protection to Licensee from interference from any other person in the event that Licensee is operating on any unlicensed frequency spectrum. Licensor shall impose upon future lessees of the Property a similar duty to refrain from interfering with Licensee.

Notwithstanding the provisions contained herein, if Licensee's equipment interferes with Licensor's 911 System, Non emergency radio system, or Fire Rescue Emergency Radio Systems, Licensee shall either cure such interference or shut down its equipment immediately, but in no event later than two (2) hours from notice of such interference, and if Licensee fails to take such action, Licensor may shut down Licensee's equipment and Licensee shall have no recourse against Licensor as a result of such action.

Contact numbers: Landlord Solutions 800-357-7641

7. Assignment.

Licensee will have the right to assign, sell or transfer its interest under this License without the approval or consent of Licensor, to the Licensee's principal, affiliates, subsidiaries, subsidiaries of its principal. Upon notification to Licensor of such assignment, Licensee will be relieved of all future performance, liabilities and obligations under this License.

8. Taxes and Assessments.

Upon presentation of sufficient and proper documentation, Licensee shall pay any and all increased ad valorem and personal property taxes, assessments, charges, fees, or Licenses levied upon the Property and the Premises as a result of Licensee's use thereof.

9. Insurance.

Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of this License, including any Renewal Term, the Insurance Policies listed on Exhibit C hereto with the policy limits stated thereon.

10. Temporary Relocation Right.

- a. If Licensor needs to perform necessary maintenance to Property that reasonably requires the temporary relocation of the antenna facilities, Licensor will have the right to temporarily relocate the antenna facilities or any part thereof, to an alternate location on Property or space within or on top of a building and necessary ground space for the installation and use of a Cell Site on Wheels ("COW") or other existing structure situated on Property (the "Building"), provided, however, that any temporary relocation, including the return to the original location upon completion of the necessary maintenance, will: (a) be at Licensee's sole cost and expense; (b) be performed exclusively by Licensee or Licensee's contractors; (c) not result in any interruption of the communications service provided from the antenna facilities; (d) not impair or in any manner alter the quality of communications service provided from the antenna facilities; and (e) be done in strict accordance with the terms and conditions contained in paragraphs (b), (c) and (d) below.
- b. Licensor will exercise its temporary relocation right under paragraph (a) above by delivering written notice to Licensee at least twelve (12) months prior to the proposed temporary relocation date (the "Notice"). In the Notice, Licensor will propose an alternate site ("Temporary Relocation Site") on Property to which Licensee may relocate. Licensee will have sixty (60) days from the date it receives the Notice to evaluate Licensor's proposed Temporary Relocation Site, during which period Licensee will have the right to conduct all tests as Licensee deems necessary or desirable to determine the technological feasibility and suitability of the Temporary Relocation Site. If Licensee fails to approve of

the Temporary Relocation Site in writing within the 60-day period, then Licensee will be deemed to have rejected the Temporary Relocation Site. In that case, Licensor may thereafter propose a revised Temporary Relocation Site by Notice in the manner set forth above. Licensee will have a period of ninety (90) days after execution of a written agreement between the parties concerning the location and dimensions of the Temporary Relocation Site (the "Temporary Relocation Agreement") to relocate or cause the antenna facilities to be temporarily relocated, at Licensor's expense, to the Temporary Relocation Site.

- c. Licensor and Licensee agree that the relocation is only temporary. Furthermore, Licensee does not relinquish any rights under this License as they pertain to the Premises and antenna facilities.
- d. Licensor represents and warrants to Licensee that Licensor will perform the necessary maintenance to Property in an expeditious and workmanlike manner. Upon completion of the necessary maintenance, Licensee may, in its absolute and sole discretion, reinstall the antenna facilities at the original Premises. Any reinstallation of the antenna facilities at the original Premises will be at Licensee's sole cost and expense. Except as expressly provided in the provision, Licensor and Licensee agree that in no event will the temporary relocation of the antenna facilities or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions of this License.

11. Release and Hold Harmless.

- a. Licensee hereby releases Licensor, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss or use of any property in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the negligence or willful misconduct of the Releasees.
- b. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to Section 11. Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may arise or be imposed upon or incurred by or asserted against Releasees occurring during the term of this License, or during any period of time when Licensee is conducting business activity on the Premises pursuant to this License, whether before the Commencement Date hereof or after the expiration date hereof, arising from:
 - (i) any work or act done in, on or about the Premises or any part thereof, including the installation, use, maintenance, repair or removal of the antenna facilities, at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, Licensees invitees, except if such work or act is done or performed by Licensor or its agents or employee;
 - (ii) any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, subtenants, invitees, or Licensees;
 - (iii) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the negligence or willful misconduct of Licensor, its employees or agents; and
 - (iv) any failure on the part of Licensee to perform or comply with any of the covenants, Licenses, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with.
- c. Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any willful act or omission or the negligence of Licensor or its employees or agents, or the breach of this License, except to the extent attributable to

the negligence or intentional act or omission of Licensee and except to the extent that the licensor would be immune under the Illinois Municipal Tort Immunity Act, its employees, agents or independent contractors.

12. Removal of the Equipment Upon Termination.

Following any termination or expiration of this License, Licensee shall remove all of its equipment. Footings, foundations, and concrete will be removed to a depth of one (1) foot below grade. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of the equipment, reasonable wear and tear excepted. If Licensee fails to remove such equipment within sixty (60) days after expiration or earlier termination of this License, Licensor may, upon thirty (30) days prior written notice to Licensee, remove and dispose of the equipment and Licensee shall reimburse Licensor for the costs of such removal and restoration of the Premises. Moreover, Licensor may, after said thirty (30) day notice, deem the equipment abandoned in which event the equipment shall become Licensor's property.

13. Hazardous Substances.

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Licensor represents, warrants and agrees (1) that to Licensor's best knowledge, neither Licensor nor any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Premises in violation of any law or regulation, except as disclosed herein, and (2) that Licensor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Licensor and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs arising from any breach of any representation, warranty or License contained in this paragraph. In addition, Licensor shall defend, indemnify and hold harmless Licensee from all other losses, liabilities, claims and/or costs arising from or related to the environmental condition, including costs of remediation, which are not the result of any act of Licensee. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this License.

14. Termination by Licensee.

Provided Licensee is not in default hereunder, Licensee shall have the right to terminate this License after the Initial Term without cause by giving Licensor at least one hundred and eighty (180) days prior written notice and Licensee shall not be required to make any further payment of License Fees.

15. Utilities.

Licensee shall contract directly with the local utility company to install a separate utility meter(s) for its utility service(s) and Licensee shall pay all costs related to such installation(s) and utility service(s). The utility meter(s) will be required to use remote read technology at the cost of the licensee.

16. Notices.

All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by overnight courier to the following addresses:

If to Licensor, to:
City of Rock Island
ATTN: City Manager
1528 Third Avenue
Rock Island, IL 61201

With a copy to:
City of Rock Island
Public Works Department
ATTN: Public Works Administration
1309 Mill Street
Rock Island, IL 61201

If to the Licensee, to:
Nextel WIP Lease Corp.
Sprint/Nextel Property Services
Site ID: IL578P-A
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

With a copy to:
Sprint/Nextel Law Department
Attn: Real Estate Attorney
Site ID: IL578P-A
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020

Notices will be deemed to have been given upon either receipt or rejection. Unless or until either of the respective addresses is changed by notice in writing sent to the other party as set forth above, thereafter to the address contained in such notice. Any notice herein, which is required by Licensor, may be given by City's designated Manager and shall be deemed effective for all purposes herein.

17. Marking and Lighting Requirements.

Licensee shall construct, install and maintain the antenna facilities at the Premises in compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commissions ("FCC"). Licensee shall hold harmless Licensor against any penalty or citation resulting from Licensee's failure to maintain required lighting of its equipment, unless such failure is the result of Licensor's gross negligence or willful misconduct.

18. Default and Right to Cure.

The following will be deemed a default by Licensee and a breach of this License: (i) non-payment of the License Fee if such License Fee remains unpaid for more than thirty (30) days after receipt of written notice from Licensor of such failure to pay; or (ii) Licensee's failure to perform any other term or condition under this License within forty-five (45) days after receipt of written notice from Licensor specifying the failure. If Licensee remains in default beyond any applicable cure period, Licensor will have the right to exercise any and all rights and remedies available to it under law and equity.

19. Warranties.

Licensee and Licensor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this License and bind itself hereto through the party set forth as signatory for the party below.

Licensor represents and warrants that: (i) Licensor solely owns the Property as a legal lot in fee simple, or controls the Property and structure by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's permitted use and enjoyment of the Premises under this License; (iii) as long as Licensee is not in default then Licensor grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Licensor's execution and performance of this License will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Licensor; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Licensor will use best efforts to provide promptly to Licensee a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

20. Condemnation.

In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's reasonable determination, to render the Premises unsuitable for Licensee, this License will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid License Fees, and business relocation expenses, provided that any award to Licensee will not diminish Licensor's recovery. Licensee will be entitled to reimbursement for any prepaid License Fee on a prorata basis.

21. Casualty.

Licensor will provide notice to Licensee of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the antenna facilities or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this License by providing written notice to the Licensor, which termination will be effective as of the date of such damage or destruction. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid License Fee on a prorata basis.

22. Waiver of Licensor's Liens.

Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the antenna facilities or any portion thereof. The antenna facilities shall be deemed personal property for purposes of this License, regardless of whether any portion is deemed real or personal property under applicable law, and Licensor consents to Licensee's right to remove all or any portion of the antenna facilities from time to time in Licensee's sole discretion and without Licensor's consent.

23. Miscellaneous.

- a. For the purpose of providing constructive notice hereof, Licensor and Licensee hereby agree to execute a Memorandum of License in recordable form and Licensee shall have same recorded in the land records of the appropriate county and state.
- b. If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.
- c. Failure of Licensor to insist on strict performance of any of the conditions or provisions of this License, or to exercise any of Licensor's rights hereunder, shall not waive such rights.
- d. This License shall be governed by and construed in accordance with the laws of the state in which the Premises are located and jurisdiction and venue shall be in Rock Island County, Illinois.

- e. This License constitutes the entire License and understanding of the parties and supersedes all offers, negotiations and other licenses. There are no representations or understandings of any kind not set forth herein. Any amendment to this License must be in writing and executed by both parties.
- f. The terms and conditions contained in this License will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

[SIGNATURES APPEAR ON PAGE IMMEDIATELY FOLLOWING.]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date aforesaid.

LICENSOR:

CITY OF ROCK ISLAND

BY: _____
NAME: John C. Phillips
TITLE: City Manager
DATE: _____
FEDERAL TAX I.D. NO.: 36-6006077

LICENSEE:

NEXTEL WIP LEASE CORP., a Delaware corporation

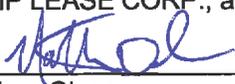
BY: 
NAME: Nathan Olson
TITLE: Authorized Representative
DATE: 7-29-2011

EXHIBIT "A"
PROPERTY

The Property known as: Water Tower, 1413 42nd Avenue, Rock Island, Illinois 61201.

EXHIBIT "B"
WATER TOWER ACCESS GUIDELINES

The City of Rock Island has implemented security measures for its water tower sites. Tower Access Permits will be needed to gain access to these sites. See "*" below for exception.

During normal business hours (Monday through Sunday, 8:00 a.m. to 10:45 p.m.), you must report to the front desk of the City of Rock Island's Police Department located at 316 16th Street, Rock Island, Illinois. After hours, you must contact the City of Rock Island's Police Department at (309) 786-5911 to make arrangements to get a key.

- You will be required to fill out a questionnaire on why you need access to the site, what you will be doing there, and an estimated time you think you will be in the site.
- A Rock Island Permit must be presented to get a key and must be kept on the person when at any of the sites.
- You will be required to sign a "Liable for Damage" form/contract that will state you and/or your company will pay the City of Rock Island \$610.00 in the event the key is not returned in accordance with these rules or is lost. You may not get another key until the \$610.00 is paid in full.
- **Once you have been issued a key, you must call the City of Rock Island's Police Department to inform them when you enter and exit each site. The site must not be left unattended at anytime.** When you finish your work, or need to leave the site temporarily, you must lock the gate.
- The key issued must be returned within 30 minutes of leaving the site using the guidelines above.
- The key can be checked out for a period not to exceed 12 hours. If more time is needed you must contact the City of Rock Island's Police Department and request additional time.
- The City of Rock Island may suspend the license of persons found to be violation these guidelines.

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In the event your company needs to temporarily utilize the services of another contractor, a list of the names, sex/race and dates of birth of those contractors must be submitted to the City of Rock Island's Police Department **48 hours in advance** for a clearance check. Once this is completed **a permitted employee from your company must be on site with the contractor the entire time they are present.**

Print Name: NATHAN OLSON

Company Name: NEXTEL WIP LEASE CORP

Signature: 

Date: 7-29-2011

EXHIBIT "C"
INSURANCE REQUIREMENTS

The Licensee may not use the premises or commence work until it has obtained all insurance required under this Exhibit C. All insurance policies shall be issued by companies authorized to transact business in the State of Illinois and who hold a current rating of not less than **A-, VII** according to A.M. Best. The Licensee may not allow any contractor or subcontractor to commence work on his or her contract or subcontract until all similar insurance required by the contractor or subcontractor has been so obtained and approved. Insurance required consists of the following:

- (a) Worker's Compensation Insurance for all of the Licensee's employees engaged in work at the work site. Licensees will guarantee that all contractors and subcontractors shall obtain Worker's Compensation Insurance for their employees.
- (b) Public Liability and Property Damage Insurance with Licensor named as an additional insured taken out and maintained for the duration of the contract by the Licensee, contractor pursuant to Licensee's indemnity obligations hereunder. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
 - (i) Public Liability Insurance. Not less than one million dollars (\$1,000,000) for injuries including wrongful death to any one person and subject to the same limits for each person, in an amount not less than two million dollars (\$2,000,000) on account of one accident.
 - (ii) Property Damage Insurance. Not less than one million dollars (\$1,000,000).
- (c) All insurance acquired under the terms of this article must be obtained through an insurance company authorized to do business in the State of Illinois, and certificates of insurance must be filed with the City Clerk on **April 1st** of each year of the License.

EXHIBIT "D"
INSTALLATION AND MAINTENANCE CRITERIA

- A. Licensee shall, at Licensee's expense, keep and maintain the Premises in a commercially reasonable condition and repair during the term of this License. Licensee agrees to maintain the antenna facilities in proper operating condition and within industry accepted safety standards. All installations and operations in connection with this License by Licensee must be in compliance with all federal, state, and local laws, codes and regulations, including but not limited to local zoning requirements. Licensor assumes no responsibility for the licensing, operation and/or maintenance of the antenna facilities. Licensee shall comply with all of the terms of its FCC License.
- B. Prior to installing or allowing any antenna facilities to be installed in or on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor, with an additional copy to the City's designated Manager for Licensor's written approval, which approval shall not be unreasonably withheld or delayed. Licensor's review of Licensee's plans shall include a review of the appearance of the planned installation. Licensor's approval of any installation is not a representation that such installation of the antenna facilities is in compliance with all applicable laws, ordinances, rules and regulations or that it will not cause interference with other communications operations on the Property. All construction activities must have prior approval and supervision of the City of Rock Island Public Works Department. Licensee will notify Licensor to arrange a mandatory pre-construction meeting on the site. No work shall begin on the site until after this pre-construction meeting.
- C. All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay, or impose any additional expense upon Licensor in maintaining the Premises. In no event will Licensor be required to consent to any installation or other work by Licensee, which would, in Licensor's sole judgment, adversely affect any part of the Premises. All cable runs, conduit and sleeving shall be installed in a good workmanlike manner. Cables and transmission lines shall be routed and attached in accordance with current, state of the art, industry practices. The antenna facilities shall be identified with permanently marked, weather proof tags at the following locations: (i) each antenna bracket; (ii) at the transmission line Premises entry point; (iii) at the interior wall feed through or any other transmission line exit point; and (iv) at any transmitter combiner, duplexer, or multifed receive port. In addition, all Licensee telephone blocks, demarcs, and cables shall be clearly identified with the Licensee's name, type of line, and circuit number.
- D. Licensee shall at all times obtain and maintain any Licenses, permits, and approvals necessary for the installation or operation of the antenna facilities at its sole cost and expense.
- E. Licensee shall maintain the building that encloses its ground equipment.

1. The Tower shall contain the antennas, antenna mounts, and associated wiring and cabling listed below.
2. Tower and ground spaced for locating communications equipment and appurtenances associated therewith as more full described below.

Antennas	Number	Type
Sector 1: Antel LPD 7905/4	3	Cellular Panel
Sector 2: Antel LPD 7905/4	3	Cellular Panel
Sector 3: Antel LPD 7905/4	3	Cellular Panel

nine (9) Panel antennas measuring approximately 4' height X 5.5" width X 9.75" depth mounted on the water tank

nine (9) Cables measuring 1-5/8" thick

Equipment cabinets on a support frame contained within the Leases Premises

___ (___) Microwave dishes measuring approximately ___ (___) in diameter

___ (___) Cables for the microwave dishes

EXHIBIT "E"
SITE PLAN

The Site Plan must be inserted by Licensee and is subject to Licensor's approval.



1000 WEST 10TH STREET, SUITE 100
DALLAS, TEXAS 75203



DATE: 08/11/03
DRAWN BY: [Name]
CHECKED BY: [Name]

NO.	REVISION	DATE
1	ISSUED FOR PERMITTING	08/11/03
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9		
10		

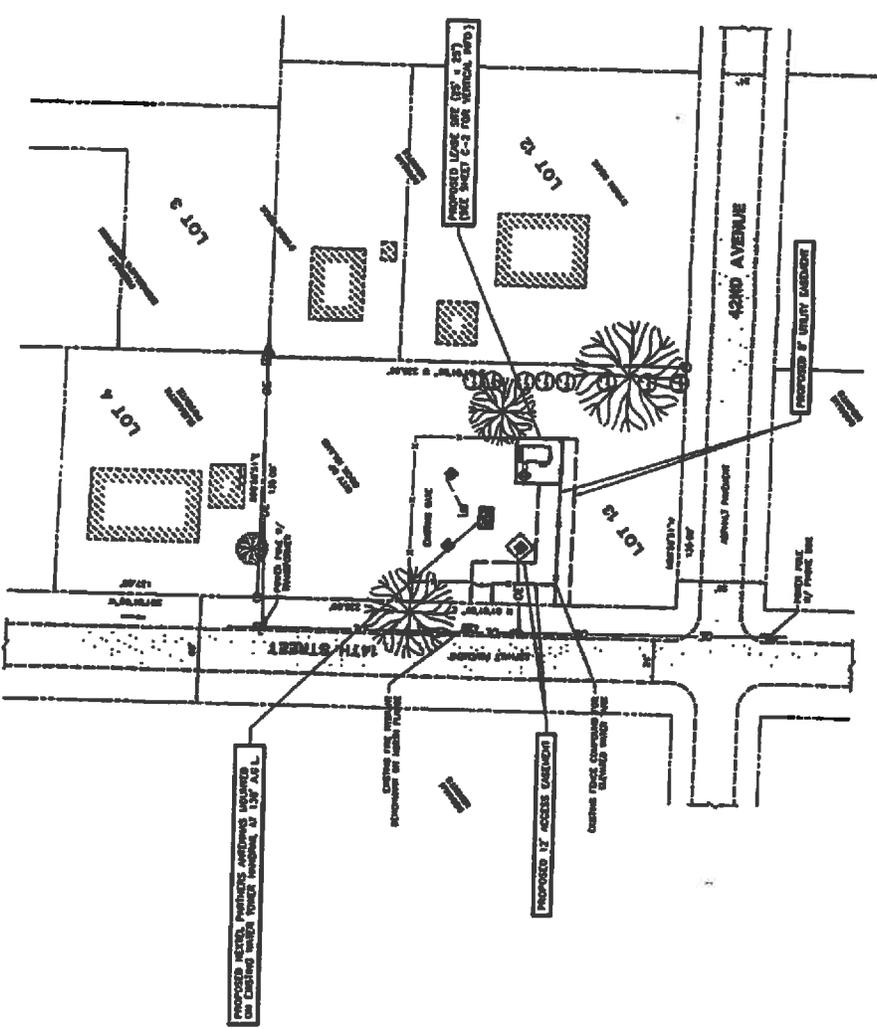
SITE E-4789-P
ROCK ISLAND SW

140 42ND AVENUE
ROCK ISLAND, TX

DATE: 08/11/03
LOCATION PLAN

PROJECT NUMBER
LP

DATE: 08/11/03



SURVEY PROVIDED BY:

INTERNATIONAL LAND SERVICES, INC.
1000 WEST 10TH STREET, SUITE 100
DALLAS, TEXAS 75203
PHONE: 214-343-1111
FAX: 214-343-1112
WWW.INTERNATIONALLANDSERVICES.COM

*Using Our Expertise
to Complement Yours*

BENCHMARK INFORMATION:
PROVIDED UNDER A POWER OF ATTORNEY, OR
POWER OF ATTORNEY, TO THE SURVEYOR, OR
OTHER AUTHORIZED PERSON, FOR THE PURPOSES OF
CONDUCTING A SURVEY.



LEGEND

- ROAD CENTER LINE
- 1/2" = 1' SCALE
- EXISTING UTILITY EASEMENT
- EXISTING 10' UTILITY EASEMENT
- PROPOSED 17' UTILITY EASEMENT
- PROPOSED 17' ACCESS EASEMENT
- PROPOSED 17' UTILITY EASEMENT

Exhibit "E"



Rock Island Water Tower
 1413 42nd Ave
 Rock Island, IL 61201
 Site Number: IL-578P-7

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/11/11
2	REVISED PER COMMENTS	11/11/11
3	REVISED PER COMMENTS	11/11/11
4	REVISED PER COMMENTS	11/11/11
5	REVISED PER COMMENTS	11/11/11
6	REVISED PER COMMENTS	11/11/11
7	REVISED PER COMMENTS	11/11/11
8	REVISED PER COMMENTS	11/11/11
9	REVISED PER COMMENTS	11/11/11
10	REVISED PER COMMENTS	11/11/11

PROJECT NO. 4284
 DRAWING NO. 411
 CHECKED BY: MJD
 SHEET TITLE

STRUCTURAL DRAWINGS

S-2

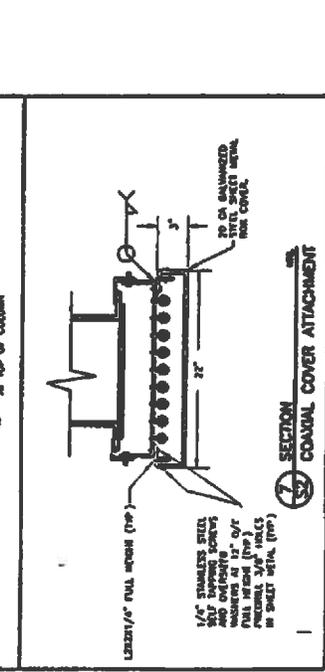
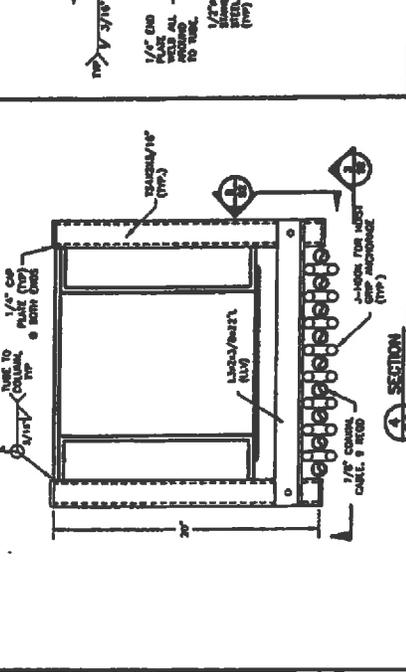
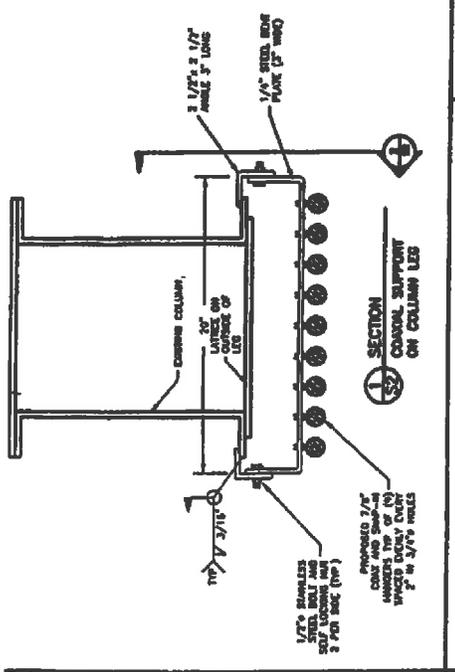
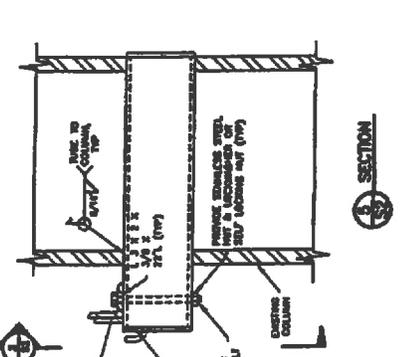
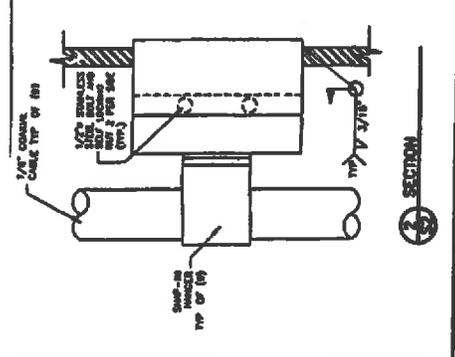
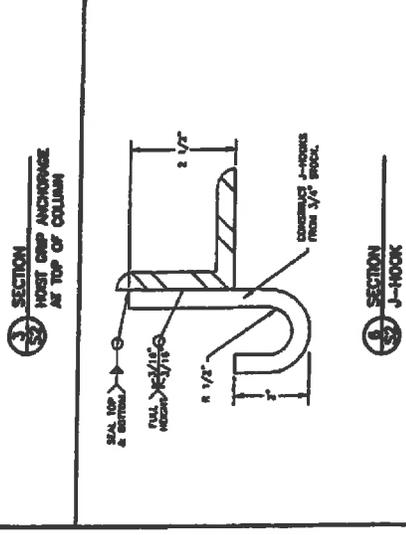
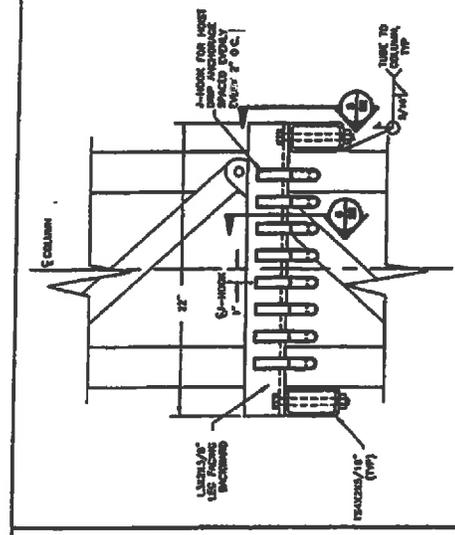


Exhibit 'E'

PROPOSED ELECTRICAL SYSTEM

ROCK ISLAND 8

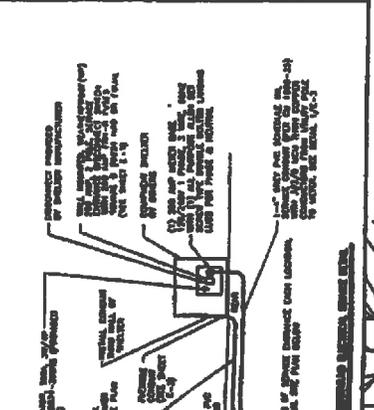
110-0204 AVENUE

ROCK ISLAND 8

E-1

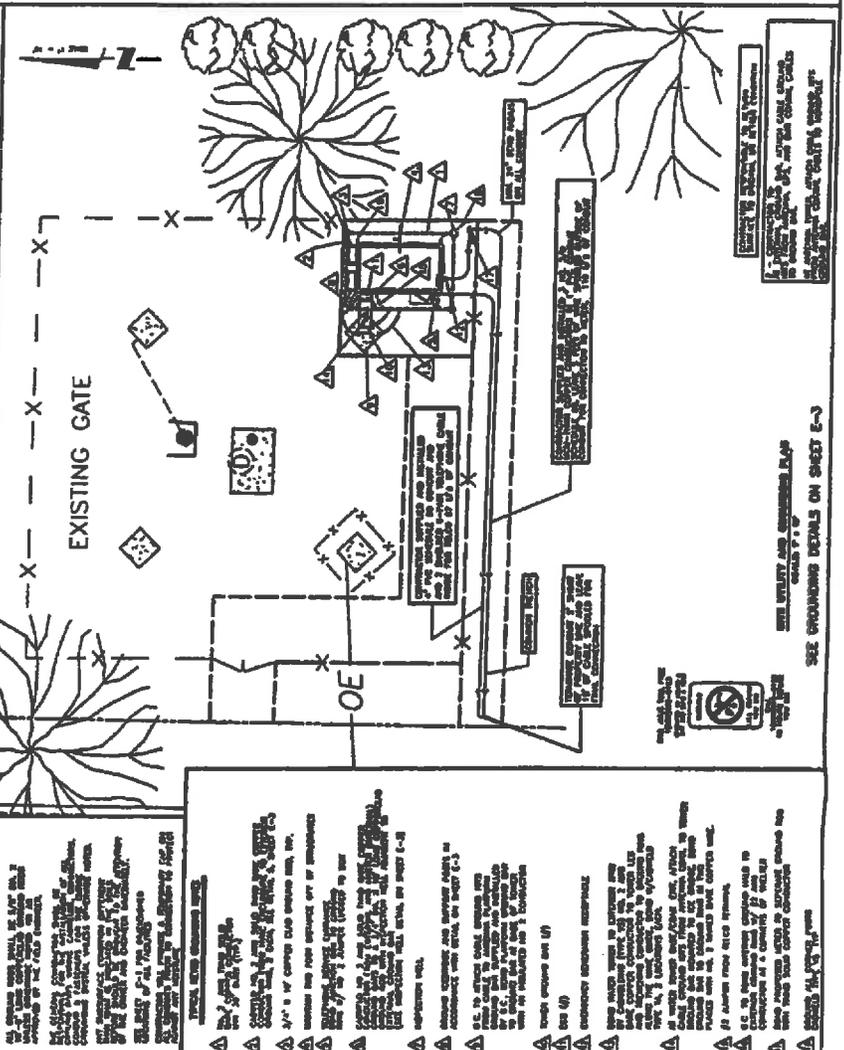
PANEL C-1A VOLTAGE UNCHANGED/CHANGED AC

NO.	DESCRIPTION	AMPERES	VOLTS	PHASE	TYPE	REMARKS
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GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
5. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
9. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.



GENERAL NOTES:

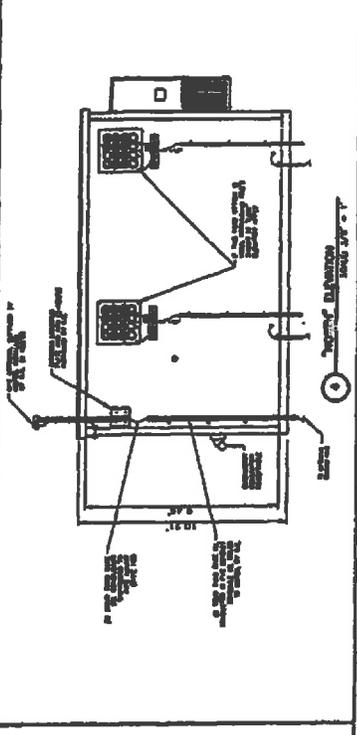
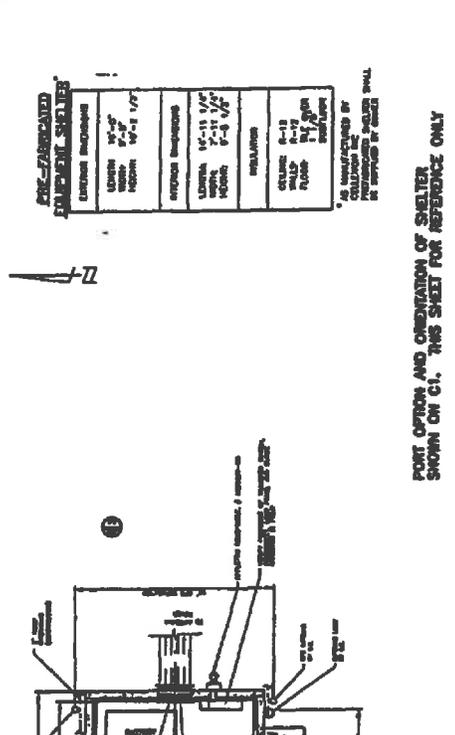
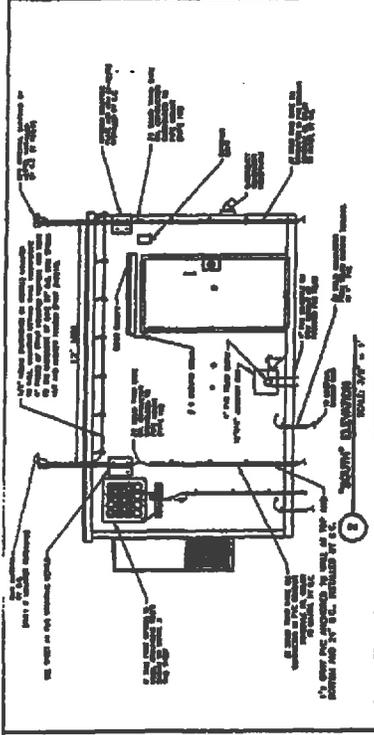
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

COMMENTS TO BE OBSERVED FOR THE FOLLOWING:

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IR
 INTERNATIONAL
 RESEARCH
 AND
 DEVELOPMENT
 CORPORATION

Model No. 100
 Date: 10/1/58

Material	Quantity	Notes
Sheet Metal	100	
Wood	50	
Paint	10	
Hardware	20	
Electrical	10	
Plumbing	5	
Insulation	10	
Other	10	

PRE-FABRICATED
 ELEMENTARY SHELTERS

SITE E-578P-P
 ROCK ISLAND 81

1405 4th Avenue
 Rock Island, IL

E-2

PORT OPTION AND OPERATION OF SHELTER SHOWN ON C1, THIS SHEET FOR REFERENCE ONLY

SHELTER ELEMENT PLAN

