

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
SEPTEMBER 8, 2009 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Amendments to License Agreements with Sprint/Nextel	✓ Resolution Ordinance Motion Discussion Only	Michael Baker Deputy Village Manager

SYNOPSIS

Resolutions have been prepared authorizing approval of four amendments to existing License Agreements between the Village of Downers Grove and Sprint Nextel Corporation to install, maintain and operate antenna equipment on Village property.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2009-2013 identifies *Exceptional Municipal Organization*. A supporting point related to that goal is *Responsible Stewardship of Village Finances and Resources*.

FISCAL IMPACT

The Village will receive \$500 more per month in cell tower rental revenue for each of the four amendments being considered, which equates to \$24,000 on an annual basis for the first year, increasing by 4% in subsequent years.

RECOMMENDATION

Approval on the September 15, 2009 consent agenda.

BACKGROUND

Sprint Nextel is a provider of wireless telecommunications. The corporation currently holds agreements to install and maintain equipment on water towers at four sites in the Village. Those sites include the towers along Highland Avenue (adjacent to Good Samaritan Hospital), Downers Drive (south of Ogden Avenue), Summit Avenue (adjacent to Fire Station #2), and 67th Street (adjacent to Fire Station #5). Sprint Nextel is seeking to install additional equipment at these sites for the primary use of Clearwire Communications, an affiliate wireless telecommunications provider that Sprint Nextel has an ownership interest in. As shown in the attached plans, the installation will include additional dishes and equipment to be placed on existing frames and platforms.

ATTACHMENTS

Sprint Nextel / Clearwire Press Release
Resolutions
Amendments



[Print Page](#) [Close Window](#)

Clearwire Completes Landmark Transaction with Sprint Nextel to Combine 4G Mobile WiMAX Businesses

*Clearwire Receives \$3.2 Billion Cash Investment from Comcast, Intel, Time Warner Cable, Google and Bright House Networks
Clearwire Spectrum Holdings to Enable Unmatched Wireless Network Capacity for Broadband Services
Clearwire to Hold Conference Call and Webcast for Press and Industry Analysts on Monday, December 1, 2008*

KIRKLAND, Wash. and OVERLAND PARK, Kan. - Nov. 28, 2008 - Clearwire Corporation (NASDAQ: CLWRD for the first 20 trading days and CLWR thereafter) and Sprint Nextel Corporation (NYSE: S) announced today that they have completed the transaction to combine their next-generation wireless Internet businesses. With the closing, Sprint contributed all of its 2.5 GHz spectrum and its WiMAX-related assets, including its XOHM business, to Clearwire. In addition, Clearwire has received a \$3.2 Billion cash investment from Comcast, Intel, Time Warner Cable, Google and Bright House Networks. The transaction with Sprint and the new cash investment were completed on the terms originally announced on May 7, 2008. The new company retains the name Clearwire and remains headquartered in Kirkland, Washington.

Webcast and Conference Call

On Monday, December 1, 2008, at 10 a.m. Eastern Time (7 a.m. Pacific Time), Clearwire will hold a conference call for press and industry analysts to share its perspective and provide other details about the new company. The call is expected to last approximately 30 minutes. To access Monday's conference call, please dial 866-783-2140 or outside the U.S., dial 857-350-1599. The passcode for the call is 41467097. The simultaneous webcast can be accessed via the Internet at <http://investors.clearwire.com>. The conference call will be archived and available for replay until midnight Eastern Time (9 p.m. Pacific Time), on Monday, December 15, 2008. To access the replay, please call 888-286-8010 or outside the United States, dial 617-801-6888. The replay passcode is 67750421.

About Clearwire

Clearwire, (NASDAQ: CLWRD for the first 20 trading days and CLWR thereafter), offers a robust suite of advanced high-speed wireless broadband services to consumers and businesses. Clearwire's open all-IP network, combined with rich spectrum holdings, provides unmatched network capacity to deliver next-generation Internet access and applications. The company is building the first, nationwide 4G mobile Internet network, bringing together an unprecedented combination of speed and mobility. Investors include Sprint Nextel Corporation, Comcast Corporation, Intel through Intel Capital, Time Warner Cable, Google, and Bright House Networks. Clearwire currently provides mobile WiMAX-based service in Baltimore, Md., and provides pre-WiMAX services in 50 markets across the U.S. and Europe. Headquartered in Kirkland, Wash., additional information about Clearwire is available at www.clearwire.com.

About Sprint Nextel

Sprint Nextel offers a comprehensive range of wireless and wireline communications services bringing the freedom of mobility to consumers, businesses and government users. Sprint Nextel is widely recognized for developing, engineering and deploying innovative technologies, including two wireless networks serving nearly 51 million customers at the end of the third quarter 2008; industry-leading mobile data services; instant national and international push-to-talk capabilities; and a global Tier 1 Internet backbone. For more information, visit www.sprint.com.

Contacts:

Clearwire Investor Relations
Mary Ekman
425-216-7995
mary.ekman@clearwire.com

Clearwire Media Relations
Susan Johnston
425-216-7913
susan.johnston@clearwire.com

Sprint Investor Relations
Bryan Fries
800-239-3755
investor.relations@sprint.com

Sprint Media Relations
Scott Sloat
301-951-2816
Scott.sloat@sprint.com

Cautionary Statement Regarding Forward-Looking Statements

This press release contains “forward-looking statements” within the meaning of the securities laws. The statements in this release regarding anticipated benefits of the transaction; plans for the development and deployment of the first nationwide next-generation wireless broadband network based on mobile WiMAX technology; the timing, availability, capabilities and coverage of our network; products and services to be offered on our network; and other statements that are not historical facts are forward-looking statements. The words “will,” “would,” “may,” “should,” “estimate,” “project,” “forecast,” “intend,” “expect,” “believe,” “target,” “designed” and similar expressions are intended to identify forward-looking statements. Forward-looking statements are projections reflecting management’s judgment and assumptions based on currently available information and involve a number of risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements.

Future performance cannot be assured. Actual results may differ materially from those in the forward-looking statements due to a variety of factors, including, but not limited to:

- the costs and business risks associated with deploying our network and offering products and services utilizing mobile WiMAX technology;
- the ability of third-party suppliers, software developers and other vendors to perform requirements and satisfy obligations necessary to create products and software designed to support desired features and functionality;
- the impact of adverse network performance; and
- other risks referenced from time to time in each company’s respective filings with the Securities and Exchange Commission, including, for Sprint, in the Form 10-K for the year ended December 31, 2007, in Part I, Item 1A, “Risk Factors” and for Clearwire, in the Form 10-K for the year ended December 31, 2007, in Part I, Item 1A, “Risk Factors” and subsequent Forms 10-Q for each company as well as in the section of Clearwire’s proxy statement/prospectus entitled “Risk Factors”, which was filed on Form S-4 with the Securities and Exchange Commission (File No. 333-153128).

Sprint and Clearwire believe the forward-looking statements in this release are reasonable; however, you should not place undue reliance on forward-looking statements, which are based on current expectations and speak only as of the date of this release. Neither Sprint nor Clearwire is obligated to publicly release any revisions to forward-looking statements to reflect events after the date of this release.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND SPRINTCOM, INC. TO INSTALL, MAINTAIN AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY

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

1. That the form and substance of a certain First Amendment ("Amendment No. 1"), between the between the Village of Downers Grove ("Landlord") and SprintCom, Inc. ("Tenant") for a license agreement to install, maintain and operate antenna equipment on Village property located at 3801 Highland Avenue, Downers Grove, IL, as set forth in Amendment No. 1 submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver Amendment No. 1, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Amendment No. 1.

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

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

Mayor

Passed:

Attest: _____
Village Clerk

Site Name: Good Samaritan

Site ID #: IL7558

AMENDMENT NO. 2

LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND SPRINTCOM, INC. TO INSTALL, MAINTAIN AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY

This Amendment No. 2 to "License Agreement" ("**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain "License Agreement" between SprintCom, Inc., a Kansas Corporation ("**Licensee**"), and the Village of Downers Grove, an Illinois municipal corporation, (**the "Village"**) dated May 15, 2001, as amended by that certain First Amendment to License Agreement dated February 26, 2008 (the "First Amendment")(the "**Agreement**")

BACKGROUND

Licensee desires to modify its installation on the Site by adding equipment to the Facilities within existing entitlements, as more particularly described in Exhibit B-1 annexed hereto. In consideration for such modifications, the Rent shall be increased pursuant to the terms and conditions set forth below. Licensee also desires to allow its affiliates or joint venture partners to use some portion of Site by way of a sublicense. Village hereby consents to said sublicense.

License and the Village therefore desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which is acknowledged, the Village and Licensee agree as follows:

1. **Modification to the Facilities.** Exhibit B of the Agreement is amended to include the revised Exhibit B-1, consisting of license drawings labeled T-1, N-1,C-1, C-2, A-1, A-2, A-3, A-4, GR-1 and WT-1, a copy of which is attached and made a part hereof. Upon full execution of this Amendment, Licensee is permitted to do all work necessary to prepare, maintain and alter the to install, modify or otherwise relocate the Facilities, all as more fully described and contemplated in Exhibit B-1.

Furthermore, Licensee may modify its equipment pursuant to the building permit issued by the Village on March 19, 2008.

2. **Expiration or Termination of Sublease.** If Licensee's sublessee or sublicensee (i) does not install, construct or add equipment to the Site, or (ii) installs equipment, but later removes the equipment, then upon written notice to the Village, Licensee may terminate this Amendment. After terminating the Amendment, the terms and conditions of the Agreement as they existed immediately prior to the Effective Date of this Amendment shall be deemed ratified, and shall continue in full force and effect. Rent shall revert to the amount in effect immediately prior to the Effective Date of this Amendment, plus any rental increases, including annual escalators or rent increases due to other site modifications made by Licensee, which occurred during the period of time between the Effective Date of this Amendment and the termination date of this Amendment.
3. **Modification to Rent.** In consideration for the revisions contemplated by this Amendment, effective upon the first day of the month following the Effective Date, the monthly rent will be increased by \$500.00

4. **Village and Licensee Notice Address.** The Village's and Licensee's notice address in Section 21 of the License Agreement is hereby deleted in its entirety and replaced with the following:

Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Village: Village Manager
Village of Downers Grove
Civic Center
801 Burlington Avenue
Downers Grove, IL 60515-4779

Licensee: Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

5. **General Terms and Conditions.**

- (a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- (b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- (c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- (d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

*****SIGNATURES ON FOLLOWING PAGE*****

The parties have executed this Amendment as of the Effective Date.

Village:
VILLAGE OF DOWNERS GROVE,
an Illinois municipal corporation

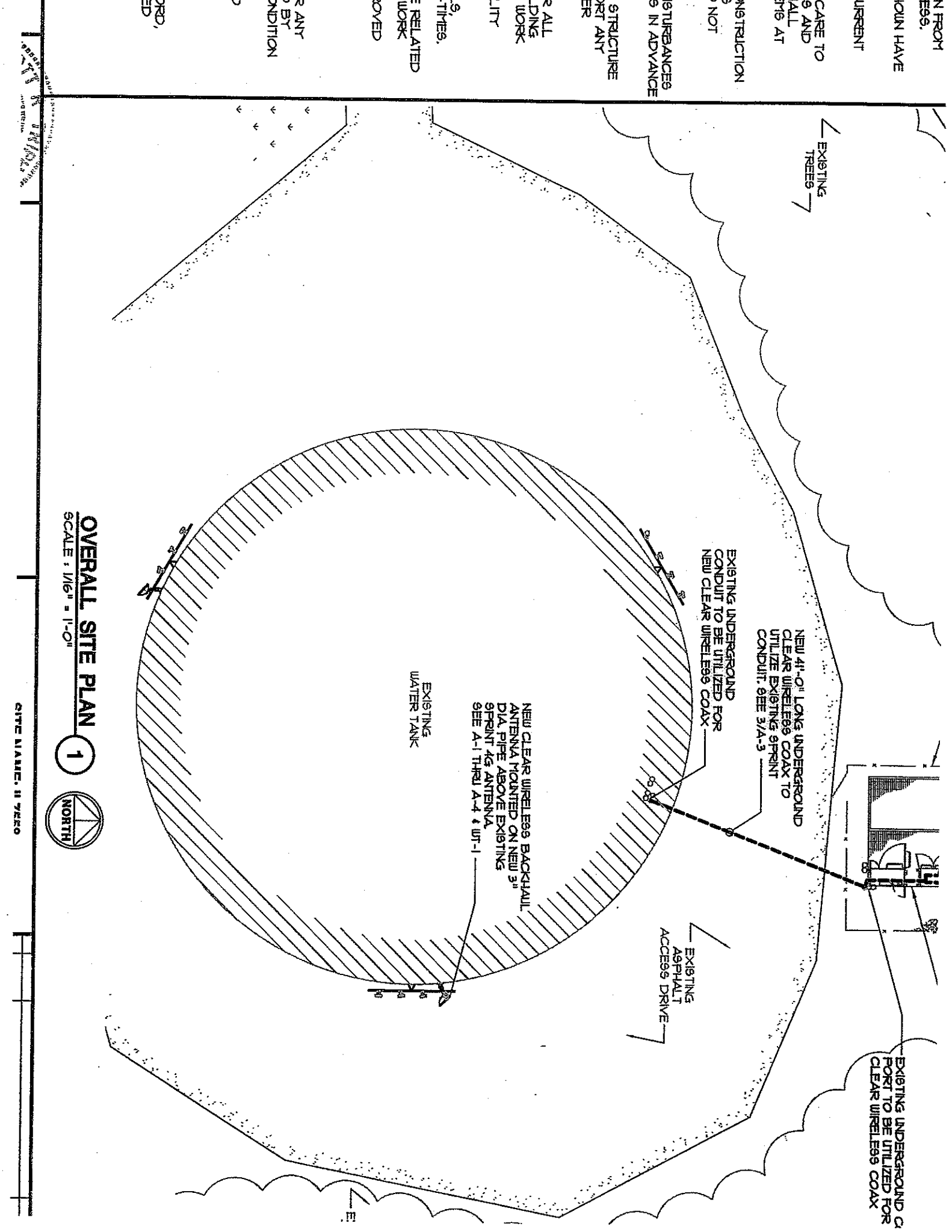
Licensee:
SPRINTCOM, INC.
a Kansas corporation

By: _____ By: _____

Date: _____ Date: _____

Title: _____ Title: _____

Tax ID: _____



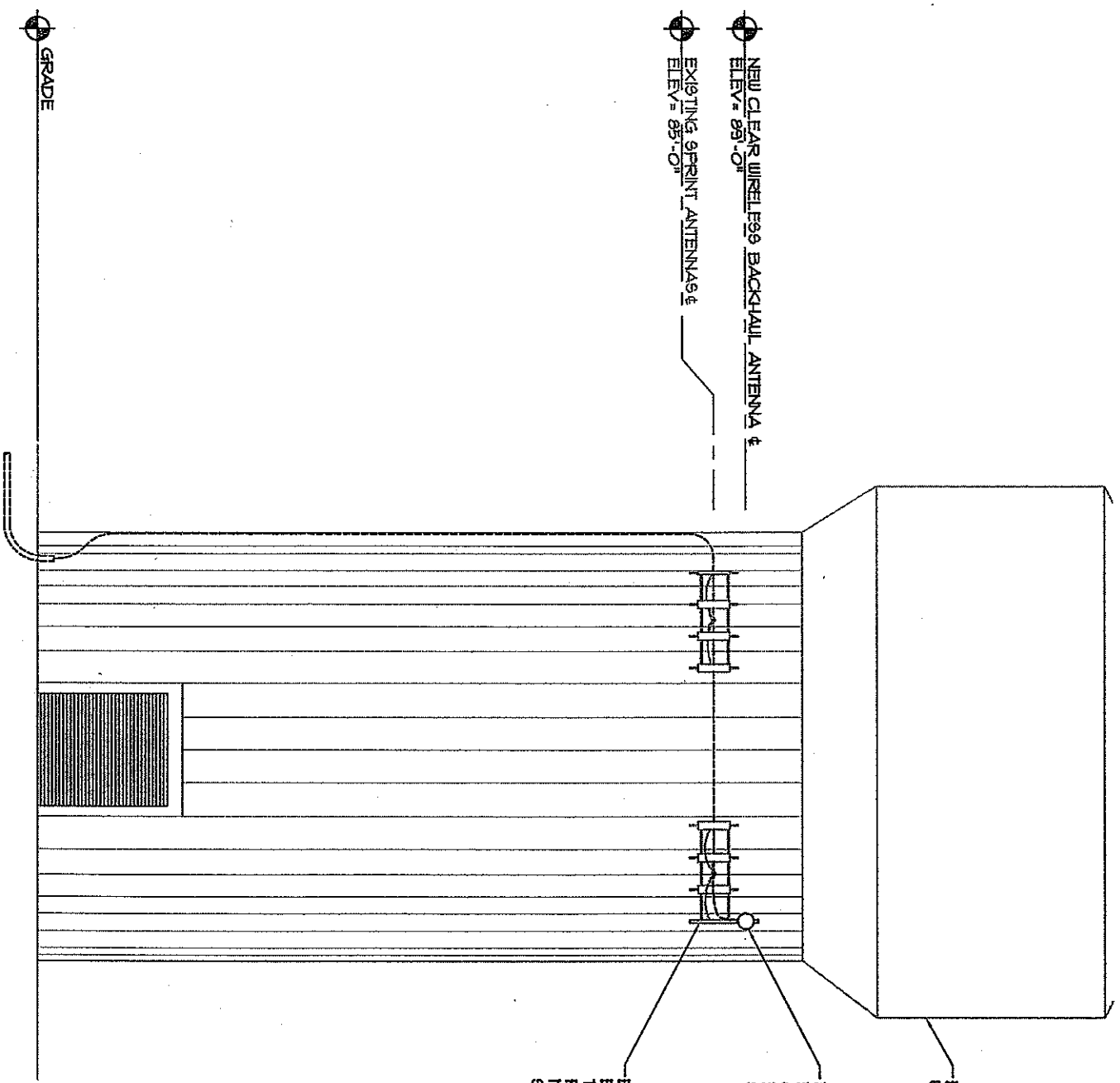
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OVERALL SITE PLAN
1

SCALE : 1/16" = 1'-0"



SITE NAME: 11 7880



EXISTING WATER TOWER TO BE UTILIZED. SEE WT-1

NEW CLEAR WIRELESS BACKHAUL ANTENNA MOUNTED ON NEW 3" DIA. PIPE ABOVE EXISTING SPRINT 4G ANTENNA. SEE A-1 THRU A-4 & WT-1

EXISTING SPRINT 4G ANTENNA. EXISTING 2" DIA. MOUNTING PIPE TO BE REMOVED AND REPLACED WITH NEW 3" DIA. MOUNTING PIPE. SEE A-1, A-2 & WT-1

TOWER ELEVATION
 SCALE: 1" = 20'-0"
1

10/10/10
 R T
 10/10/10

CITIC NA INC. 11 7220

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND SPRINTCOM, INC. TO INSTALL, MAINTAIN AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY

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

1. That the form and substance of a certain First Amendment ("Amendment No. 1"), between the between the Village of Downers Grove ("Landlord") and SprintCom, Inc. ("Tenant") for a license agreement to install, maintain and operate antenna equipment on Village property located at 4414 Downers Drive, Downers Grove, IL, as set forth in Amendment No. 1 submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver Amendment No. 1, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Amendment No. 1.

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

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

Mayor

Passed:

Attest: _____

Village Clerk

Premises Name: Downers Grove

Premises ID #: CH03XC649

AMENDMENT NO. I TO LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND SPRINTCOM, INC. TO INSTALL, MAINTAIN AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY

This Amendment No. I to License Agreement between the Village of Downers Grove and Sprintcom, Inc. to Install, Maintain and Operate Antenna Equipment on Village Property ("Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain License Agreement by and between Sprintcom, Inc, a Kansas corporation ("Licensee") and the Village of Downers Grove, an Illinois municipal corporation ("Village"), dated July 6, 1998, (the "Agreement").

BACKGROUND

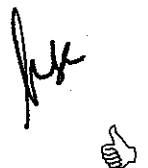
Licensee desires to allow its affiliates or joint venture partners to use some portion of the Licensed Premises for the deployment of advanced wireless services.

Licensee and the Village therefore desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which is acknowledged, the Village and Licensee agree as follows:

1. **Modification to the Licensee Improvements.** Exhibit 2 of the Agreement is amended to include the revised Exhibit 2.2, consisting of lease drawings labeled C-2 and C-4, a copy of which is attached and made a part hereof. Upon full execution of this Amendment, Licensee is permitted to do all work necessary to prepare, maintain and alter the Licensed Premises to install, modify or otherwise relocate the Licensee Improvements, all as more fully described and contemplated in Exhibit 2.2.
2. **Assignment and Subletting.** Section 16 of the Agreement shall remain as is.
3. **Expiration or Termination of Sublicense.** If Licensee's sublicensee (i) does not install, construct or add equipment to the Licensed Premises, or (ii) installs equipment, but later removes the equipment, then upon written notice to Village, Licensee may terminate this Amendment. After terminating the Amendment, the terms and conditions of the Agreement as they existed immediately prior to the Effective Date of this Amendment shall be deemed ratified, and shall continue in full force and effect. Rent shall revert to the amount in effect immediately prior to the Effective Date of this Amendment, plus any rental increases, including annual escalators or rent increases due to other Licensed Premises modifications made by Licensee, which occurred during the period of time between the Effective Date of this Amendment and the termination date of this Amendment.
4. **Modification to Rent.** In consideration for the revisions contemplated by this Amendment, effective upon the first day of the month following the date the Licensee Improvements are modified, the monthly rent will be increased by \$500.00.



5. **Licensee's Notice Address.** Licensee's notice address in Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:

Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney"

6. **General Terms and Conditions.**

(a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

(c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

(d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

SIGNATURES ON FOLLOWING PAGE



The parties have executed this Amendment as of the Effective Date.

Village:

Village of Downers Grove, an Illinois municipal corporation

By: _____

Name: _____

Title: _____

Date: (Date must be completed)

Licensee:

Sprintcom, Inc., a Kansas Corporation

By: *Holly S. Castellanos*

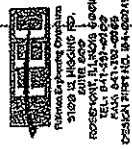
Name: Holly S. Castellanos

Title: Manager, Real Estate

Date: (Date must be completed) 9/1/09



clear wireless LLC
 attention: Robert Kober, Architect
 a CLEAR affiliate
 PO BOX 4, ROVER, ILL
 ROVER, ILL 60071
 PHONE: 815-292-1000
 FAX: 815-292-1000



ROBERT KOBER
 PROFESSIONAL ENGINEER
 STATE OF ILLINOIS
 LICENSE NO. 001-001-001
 1100 N. MICHIGAN RD.
 ROVER, ILLINOIS 60071
 TEL: 815-292-1000
 FAX: 815-292-1000
 DESIGN: 001-001-001



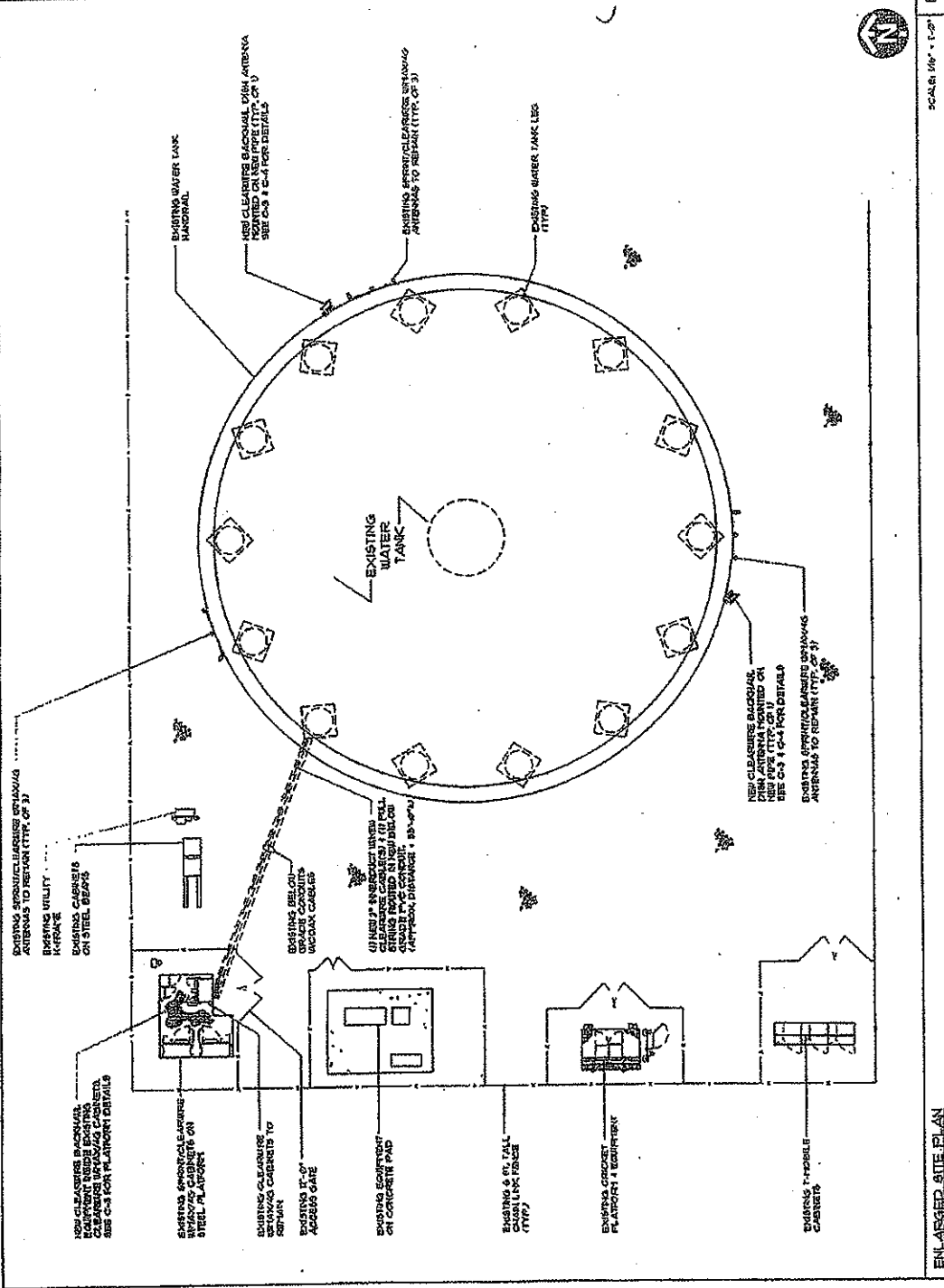
DOWNERS DRIVE

IL-CH15952

419 DOWNERS DRIVE
 DOWNERS-GROVE, IL 60089

ENLARGED SITE PLAN

PROJECT NUMBER
C-2



SCALE: 1/8" = 1'-0"

ENLARGED SITE PLAN

hce

THIS DRAWING IS THE PROPERTY OF CLEAR WIRELESS LLC. IT IS NOT BE LOANED, REPRODUCED, COPIED, OR IN ANY MANNER USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF CLEAR WIRELESS LLC. ANY SUCH VIOLATION WILL BE PROSECUTED.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND NEXTEL WEST CORP. TO INSTALL, MAINTAIN AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY

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

1. That the form and substance of a certain Second Amendment ("Amendment No. 2"), between the between the Village of Downers Grove ("Landlord") and Nextel West Corp. ("Tenant") for a license agreement to install, maintain and operate antenna equipment on Village property located at 1037 Summit, Downers Grove, IL, as set forth in Amendment No. 2 submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver Amendment No. 2, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.
3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Amendment No. 2.
4. That all resolutions or parts of resolutions in conflict with the provision of this Resolution are hereby repealed.
5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

Premises Name: Downers Grove Water Tank

¹Premises ID #: IL 3030

AMENDMENT NO. 2 TO LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND NEXTEL COMMUNICATIONS TO INSTALL, MAINTAIN AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY

This Amendment No. 2 ("Amendment") to License Agreement between the Village of Downers Grove and Nextel Communications to Install, Maintain and Operate Antenna Equipment on Village Property dated March 7, 2000 (the "Agreement") by and between the Village of Downers Grove, an Illinois municipal corporation ("Village") and Nextel West Corp., a Delaware corporation ("Licensee") is effective as of the date last signed below ("**Effective Date**").

BACKGROUND

Licensee desires to allow its affiliates or joint venture partners to use some portion of Licensed Property for the deployment of advanced wireless services.

Licensee and the Village therefore desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which is acknowledged, the Village and Licensee agree as follows:

1. **Modification to the Property.** Exhibit 2 of the Agreement is amended to include the revised Exhibit 2.1, consisting of lease drawings labeled T-1, C-1, C-2 and C-3, a copy of which is attached and made a part hereof. Upon full execution of this Amendment, Licensee is permitted to do all work necessary to prepare, maintain and alter the Property to install, modify or otherwise relocate the Property, all as more fully described and contemplated in Exhibit 2.1.

2. **Expiration or Termination of Sublicense.** If Licensee's sublicensee (i) does not install, construct or add equipment to the Licensed Property, or (ii) installs equipment, but later removes the equipment, then upon written notice to the Village, Licensee may terminate this Amendment. After terminating the Amendment, the terms and conditions of the Agreement as they existed immediately prior to the Effective Date of this Amendment shall be deemed ratified, and shall continue in full force and effect. Rent shall revert to the amount in effect immediately prior to the Effective Date of this Amendment, plus any rental increases, including annual escalators or rent increases due to other Licensed Property modifications made by Licensee, which occurred during the period of time between the Effective Date of this Amendment and the termination date of this Amendment.

3. **Modification to Rent.** In consideration for the revisions contemplated by this Amendment, effective upon the first day of the month following the date the Property is modified, the monthly rent will be increased by \$500.00.

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4. Licensee's Notice Address. Licensee's notice address in Section 23 of the Agreement is hereby deleted in its entirety and replaced with the following:

Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:

Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney"

5. General Terms and Conditions.

(a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

(c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

(d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

SIGNATURES ON FOLLOWING PAGE

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The parties have executed this Amendment as of the Effective Date.

Village:

Village of Downers Grove,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

Date: (Date must be completed)

Licensee:

Nextel West Corp.,
a Delaware corporation

By: *Holly S. Castellanos*

Name: Holly S. Castellanos

Title: Manager, Real Estate

Date: (Date must be completed) 9/1/09

hsc
👍

clearwire[®]
TECHNOLOGIES, INC.
5308 LAKE WASHINGTON BLVD., NE
SUITE 300
REDMOND, WA 98073
TEL: (425) 248-7500
FAX: (425) 248-7600



THE DRAWING IS CORRECTED AND IS THE
LATEST REVISION. ANY CHANGES TO THE
DRAWING MUST BE MADE BY THE ORIGINAL
DESIGNER OR AN AUTHORIZED REPRESENTATIVE
OF KCS CORPORATION. ANY OTHER
CHANGES WILL BE AT THE USER'S RISK.
KCS CORPORATION IS NOT RESPONSIBLE FOR
THE USER'S INTERPRETATION OF THIS
DRAWING.

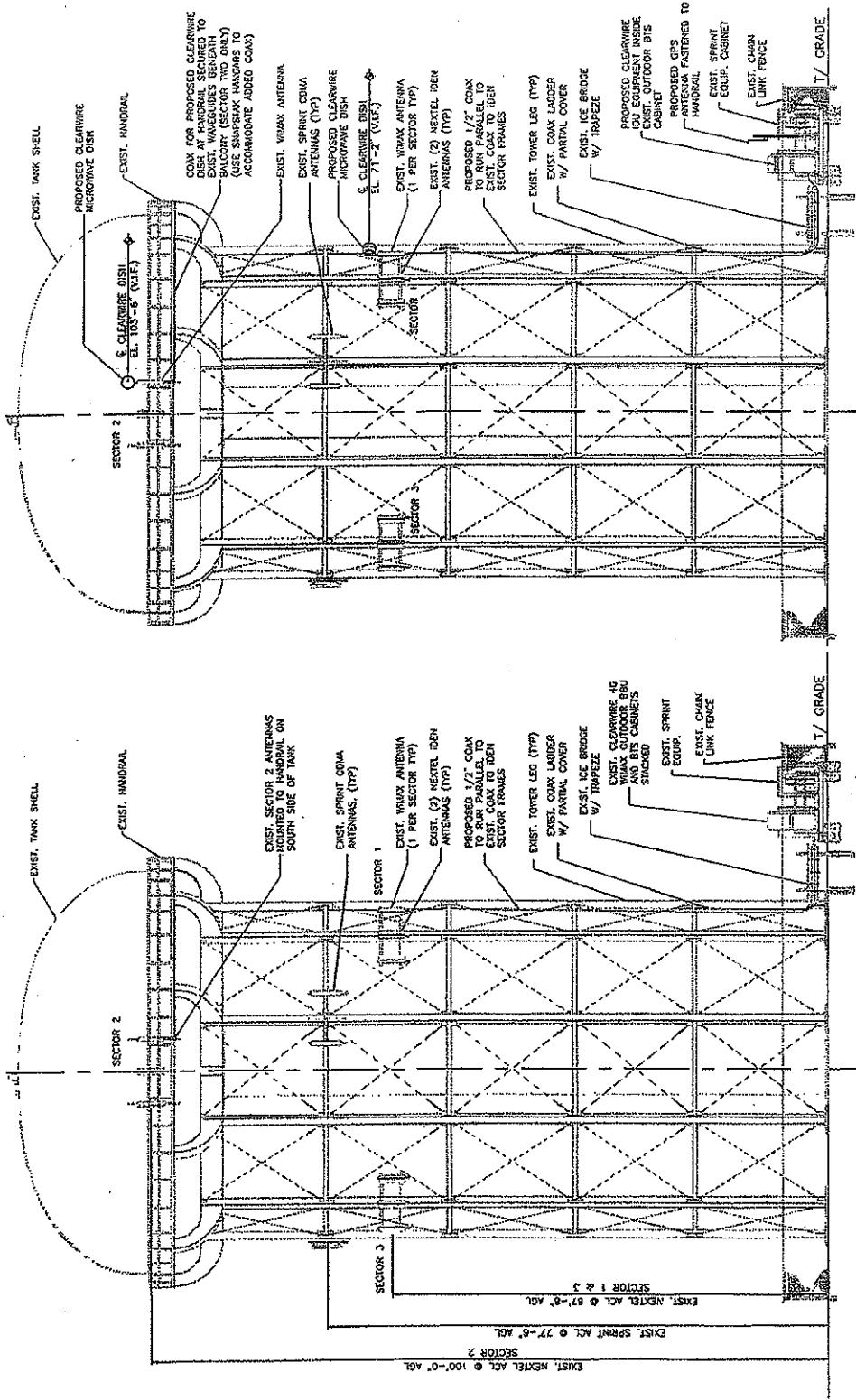
SIGNATURES: _____
DATE: _____
D/P: 11/20/09

REV.	DESCRIPTION	DATE
1	ISSUED FOR LEAS	11/20/09
2		
3		
4		
5		

DOWNERS GROVE
CH15782
181 SHAMUT STREET,
DOWNERS GROVE, IL 60515

ELEVATION

Sheet No.	Project No.
C-2	



② TOWER ELEVATION W/ PROPOSED ANTENNAE
SCALE: 1/16"=1'-0"

① EXIST. TOWER ELEVATION
SCALE: 1/16"=1'-0"

COAX NOTE:
- ALL EXISTING COAX AND IDEN COAX NOT SHOWN FOR CLARITY.
- ALL EXISTING COAX AND IDEN COAX IS 10'

IF AVAILABLE, TOWER INVENTORY AND STRUCTURAL ANALYSIS FOR LOADS DUE TO PROPOSED INSTALLATION OF ANY ANTENNAS PRIOR TO INSTALLATION OF ANY ANTENNAS.

Handwritten initials

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND SPRINTCOM, INC. TO INSTALL, MAINTAIN AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY

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

1. That the form and substance of a certain First Amendment ("Amendment No. 1"), between the between the Village of Downers Grove ("Landlord") and SprintCom, Inc. ("Tenant") for a license agreement to install, maintain and operate antenna equipment on Village property located at 6705 Main Street (67th Street Water Tank), Downers Grove, IL, as set forth in Amendment No. 1 submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver Amendment No. 1, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Amendment No. 1.

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

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

Mayor

Passed:

Attest: _____
Village Clerk

Site Name: 67th Street Water Tank

Site ID #: CH60XC391 / CH01YC944

AMENDMENT NO. 1

LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERSGROVE AND SPRINTCOM, INC. TO INSTALL, MAINTAIN AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY

This Amendment No. 1 to "License Agreement" ("**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain "License Agreement" between SprintCom, Inc., a Kansas Corporation ("**Licensee**"), and the Village of Downers Grove, an Illinois municipal corporation, (**the "Village"**) dated June 20, 2004. (**the "Agreement"**)

BACKGROUND

Licensee desires to modify its installation on the Site by adding equipment to the Facilities within existing entitlements, as more particularly described in Exhibit B-1 annexed hereto. In consideration for such modifications, the Rent shall be increased pursuant to the terms and conditions set forth below. Licensee also desires to allow its affiliates or joint venture partners to use some portion of Site.

License and the Village therefore desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which is acknowledged, the Village and Licensee agree as follows:

1. **Modification to the Facilities.** Exhibit B of the Agreement is amended to include the revised Exhibit B-1, consisting of license drawings labeled T-1, N-1, C-1, C-2, A-1, A-2, A-3, GR-1 and WT-1, a copy of which is attached and made a part hereof. Upon full execution of this Amendment, Licensee is permitted to do all work necessary to prepare, maintain and alter the to install, modify or otherwise relocate the Facilities, all as more fully described and contemplated in Exhibit B-1.
2. **Expiration or Termination of Sublease.** If Licensee's sublessee or sublicensee (i) does not to install, construct or add equipment to the Site, or (ii) installs equipment, but later removes the equipment, then upon written notice to the Village, Licensee may terminate this Amendment. After terminating the Amendment, the terms and conditions of the Agreement as they existed immediately prior to the Effective Date of this Amendment shall be deemed ratified, and shall continue in full force and effect. Rent shall revert to the amount in effect immediately prior to the Effective Date of this Amendment, plus any rental increases, including annual escalators or rent increases due to other site modifications made by Licensee, which occurred during the period of time between the Effective Date of this Amendment and the termination date of this Amendment.
3. **Modification to Rent.** In consideration for the revisions contemplated by this Amendment, effective upon the first day of the month following the Effective Date, the monthly rent will be increased by \$500.00

4. **Village and Licensee Notice Address.** The Village's and Licensee's notice address in Section 21 of the License Agreement is hereby deleted in its entirety and replaced with the following:

Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Village: Village Manager
Village of Downers Grove
Civic Center
801 Burlington Avenue
Downers Grove, IL 60515-4779

Licensee: Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

5. **General Terms and Conditions.**

- (a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- (b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- (c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- (d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

*****SIGNATURES ON FOLLOWING PAGE*****

The parties have executed this Amendment as of the Effective Date.

Village:
VILLAGE OF DOWNERS GROVE,
an Illinois municipal corporation

Licensee:
SPRINTCOM, INC.
a Kansas corporation

By: _____

By: _____

Date: _____

Date: _____

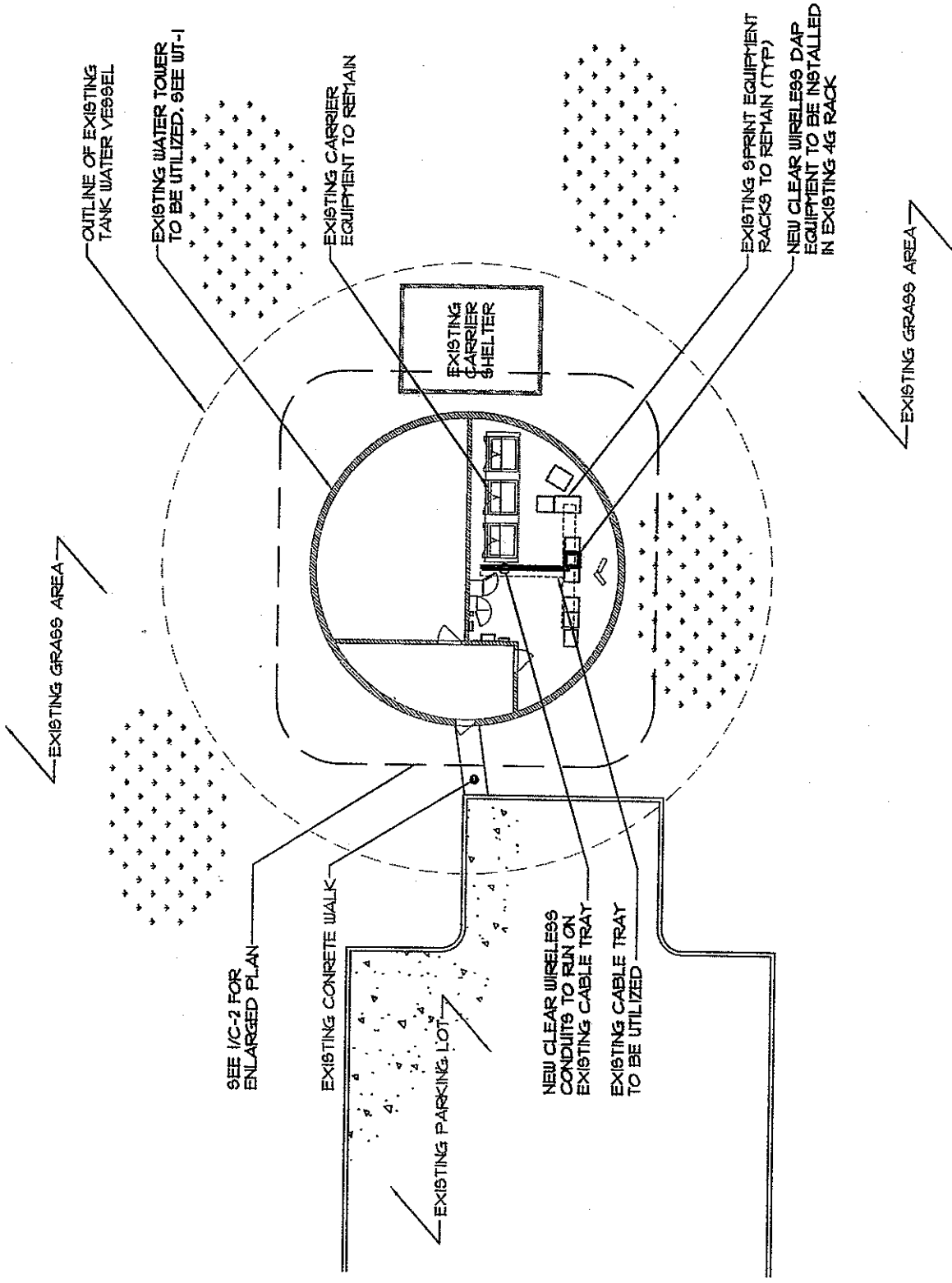
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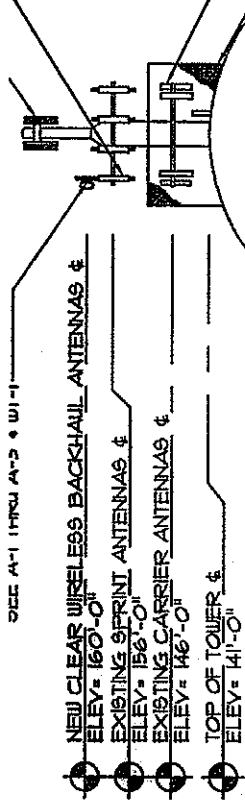
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OVERALL SITE PLAN
 SCALE: 1" = 20'-0"
1

10' 0" 20' 0" 30' 0" 40' 0" 50' 0" 60' 0" 70' 0" 80' 0" 90' 0" 100' 0"

10' 0" 20' 0" 30' 0" 40' 0" 50' 0" 60' 0" 70' 0" 80' 0" 90' 0" 100' 0"



CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION

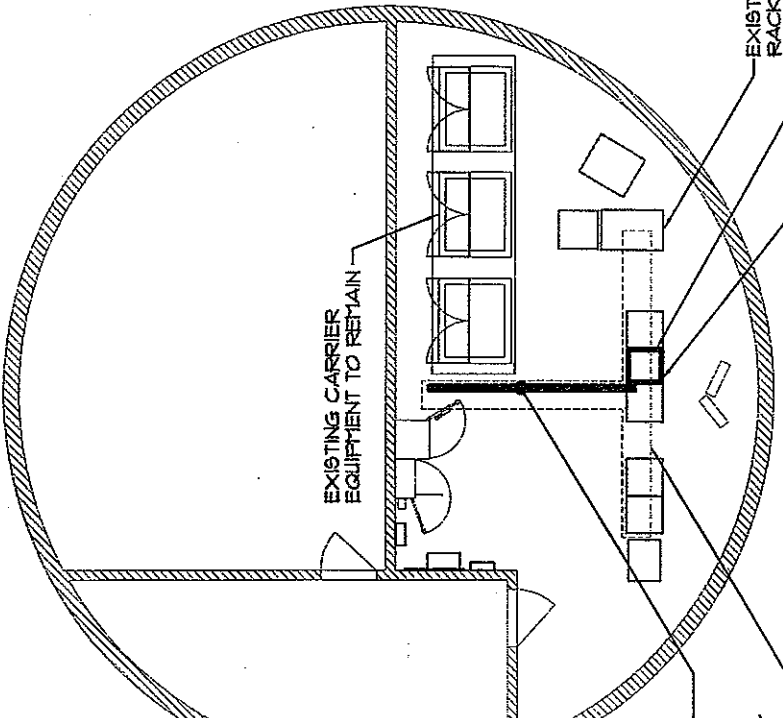
SEE STRUCTURAL REPORT FOR ANY ADDITIONAL INFORMATION REGARDING MODIFICATION AND ADDITIONS TO TOWER. NO WORK SHALL START WITHOUT THE APPROVED STRUCTURAL ANALYSIS BY OTHERS.

ELEVATION SHOWN AS DIAGNOSTIC TO ILLUSTRATE NEW ANTENNA RAD CENTERS.

PENDING STRUCTURAL ANALYSIS BY OTHERS

PANEL WITHIN EXISTING 4G POWER CABINET. PROVIDE DC BREAKER AS REQUIRED

NOTE:
GROUNDING FOR NEW CLEARWIRE BACKHAUL RADIO SHALL BE FROM EXISTING GROUND BUS WITHIN EXISTING 4G RF CABINET.



EXISTING SPRINT EQUIPMENT RACKS TO REMAIN (TYP)

NEW CLEAR WIRELESS INTEGRATED GAP AND MICROWAVE BACKHAUL EQUIPMENT TO BE INSTALLED IN EXISTING 4G RACK

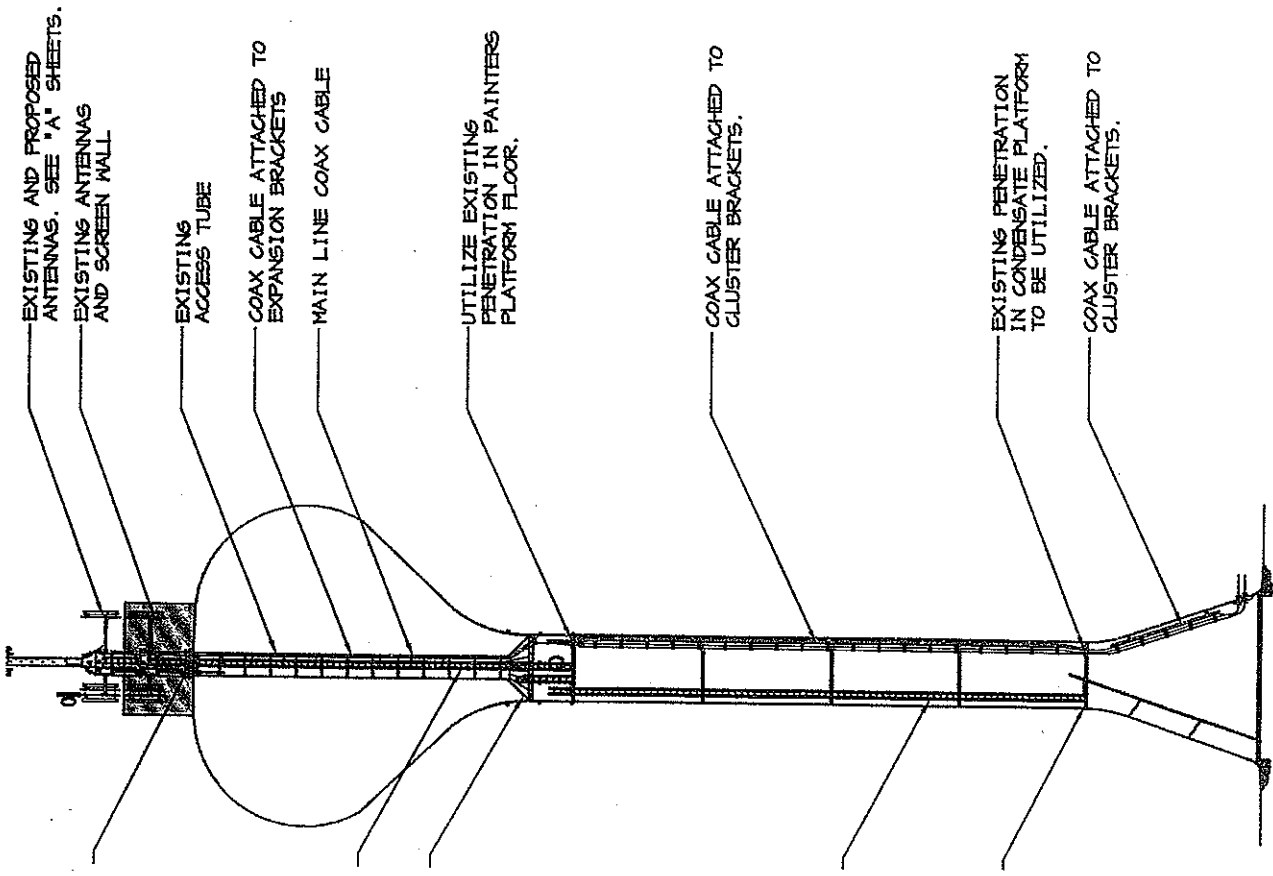
NEW RETROFIT PACKAGE TO BE INSTALLED IN EXISTING 4G RACK AS REQUIRED FOR CLEAR WIRELESS RADIO INSTALLATION

TOWER ELEVATION
SCALE: 1" = 20'-0"

ENLARGED SITE PLAN
SCALE: 1" = 10'-0"

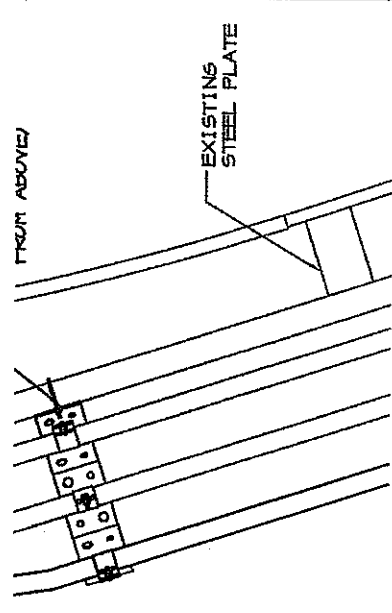


TRIRIB



SECTION 1

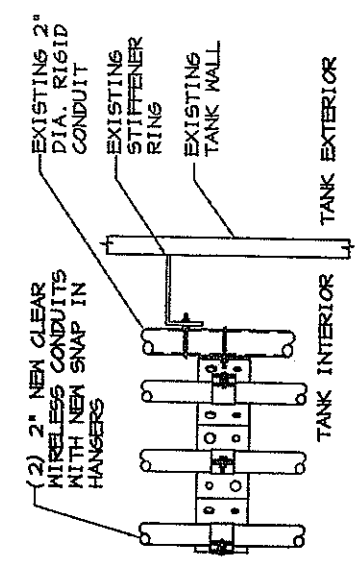
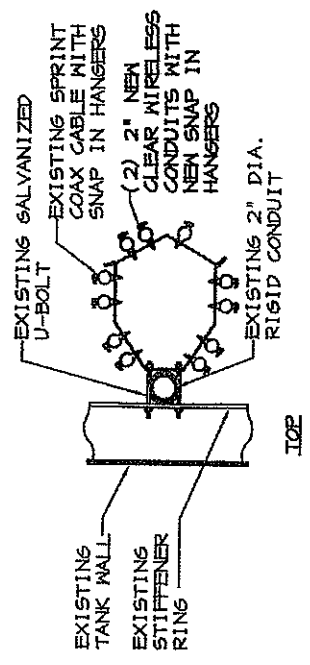
SCALE: NONE



MESSENGER PIPE

SCALE: NONE

2



COAX CLUSTER MOUNT

SCALE: NONE

3

1/4
1/4

EXISTING TOE BOARD PENETRATION TO BE UTIL. NEW LACE-UP HOISTING &

EXISTING TOE BOARD PENETRATION TO BE UTILIZED-

NEW 3/8" J-HOOK

3/8" J-HOOK COAX CABLE SUPPORT

EXISTING STEEL LANDING OR CONDENSE PLATFORM

J-HOC
SCALE: NC

CITY MARKET, U.S.A.