

81-R-12

A RESOLUTION

**Amending the License Agreement with SprintCom, Inc.
for Mobile Telephone Facilities at the Fleetwood-Jourdain Center**

WHEREAS, the City of Evanston licenses certain real property at 1655 Foster Street to SprintCom, Inc. ("Sprint") pursuant to a License Agreement attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, pursuant to the terms of said License Agreement, Sprint installed and now operates and maintains mobile telephone facilities, including a monopole and underground connections at the Fleetwood-Jourdain Center; and

WHEREAS, Sprint wishes to install additional underground connections to the monopole beyond those originally permitted by the License Agreement; and

WHEREAS, Section 23(a) of the License Agreement, states that any amendments to thereto "must be in writing and executed by both parties,"

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The foregoing recitals are hereby found as fact and made a part hereof.

SECTION 2: The City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City, the Second License Agreement Amendment attached hereto as Exhibit B and incorporated herein by reference.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the License Agreement Amendment as he may determine to be in the best interests of the City.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: November 26, 2012

EXHIBIT A

License Agreement Between the City and SprintCom, Inc.

CH03X1270

FOSTER PARK LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into this 13 day of October between SPRINTCOM, INC., a Kansas Corporation ("LICENSEE"), and the City of Evanston, an Illinois municipal corporation ("LICENSOR").

In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Licensor is the owner of a parcel of land (the "Land") as described in Exhibit "A" attached hereto. Subject to the terms and conditions contained in this Agreement, Licensor hereby grants a License to Licensee and Licensee licenses from Licensor, a certain portion of the Land (the "Premises") as described in Exhibit B-1 attached hereto. The term "Premises" does not include "Licensee Facilities" which are personal property and which are defined in Paragraph 6 hereof. At no time during the term of this License Agreement will the Licensee place or affix, or allow or cause to be placed or affixed, advertising or wording of any kind to the Licensee's equipment.

2. **Use.** The Premises are only to be used by Licensor in connection with the provision of mobile communication signals on various frequencies, and for the construction, maintenance and operation of necessary facilities, including base station, and space required for cable runs to connect Licensee's equipment and antennas. Licensor agrees to cooperate with Licensee, at Licensee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Premises.

3. **Tests and Construction.**

(a) Licensee shall have the right, with proper notice, following the full execution of this Agreement to enter upon the Land during normal working hours from 7:00 A.M to 3:30P.M., Monday through Friday, for the purpose of making necessary engineering surveys and inspections and other reasonably necessary test ("Test"), if needed, and for the purpose of constructing the Licensee Facilities (as defined in Paragraph 6(a) below) and installing the Site Equipment (as defined in Paragraph 9(a) below) (collectively "Construction"). At least five business days prior to any Tests of Construction, Licensee will provide Licensor's Safety/Risk Manager with a certificate of insurance naming Licensor as an additional insured and evidencing liability insurance in the amounts set forth in Paragraph 13 and a Liability Waiver/Indemnification as set forth in Paragraph 14 of this agreement. In any proposed Tests or construction, Licensee will notify Licensor of any proposed Tests or Construction with as much advance notice as is practicable, and will coordinate the scheduling of same with Licensor as well as cooperate with Licensor so as to minimize any interference with the business operations currently conducted by Licensor on the Land.

4. **Term.** The term of this Agreement shall be ten (10) years commencing on the date of execution of this License Agreement ("Commencement Date") and terminating on the tenth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 11. Licensee shall have the right to extend the Term for Four (4) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein, plus the additional payment set forth in Section 5 (e) below. ~~This Agreement shall be extended for each successive Renewal Term unless Licensor and Licensee agrees the other not less than sixty (60) days prior to the respective expiration date of Licensor's or Licensee's intention not to extend such Term or Renewal Term.~~

5. **License Fee: Maintenance; Call Out Fees:**

(a) Within thirty (30) days of Commencement Date and on each month thereafter Licensee shall pay to Licensor as a License Fee, the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month ("License Fee"). The License Fee shall be payable to Licensor at City of Evanston, Attention: Finance Director, 2100 Ridge Avenue, Evanston, Illinois 60201.

(b) On each annual anniversary of the Commencement Date, Licensee shall pay the then current License Fee, increased by an amount equal to three percent (3%) of the License Fee for the previous year.

(c) If this Agreement is terminated by Licensee prior to its expiration, annual License Fees and maintenance fees already paid shall be forfeited to the Licensor.

(d) Licensee will use and maintain the site in a manner which will not disturb the occupancy of the residents surrounding the site. Licensee will have access to the site for routine maintenance twenty-four (24) hours per day, seven (7) days per week. For Licensee's access, for any reason other than routine maintenance, at hours other than 7:00 a.m. to 3:30 p.m., Licensee shall compensate Licensor at the Call Out rate within twenty-one (21) days after being invoiced therefore. Licensee's failure to pay said invoices may, at Licensor's option, constitute an event of default. All costs related to emergency calls other than normal working hours must be reimbursed to the Recreation Division of the City of Evanston.

(e) Licensee shall reimburse Licensor or pay Licensor's contractor for the cost of painting the high-rise light poles surrounding the baseball fields within thirty (30) days of the commencement of this License Agreement and within thirty (30) days of the first and third Renewal Terms. Licensee shall pay same within thirty (30) days of the date of Licensor's or contractors invoice.

6. Improvements; Liability; Utilities; Access.

(a) Licensee has the right to erect, maintain and operate on the Premises wireless communications facilities, including base station, utility lines, and space required for cable runs to connect Licensee's equipment and antennas thereto ("Licensee Facilities"). In connection therewith, Licensee has the right to do all work necessary to prepare, maintain and alter the Premises for Licensee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense and in good and workmanlike manner. Title to the Licensee Facilities shall be held by Licensee. All of Licensee Facilities shall be held by Licensee. All of Licensee's Facilities shall remain Licensee's personal property and are not fixtures. Licensee has the right to remove all Licensee Facilities at its sole expense on or before the expiration or earlier termination of the Term or Renewal Term; provided, Licensee repairs any damage to the Premises caused by such removal and licensee restores the Premises to their original condition. Upon termination of this Agreement, Licensee shall not be required to remove any foundation more than six (6) feet below ground level. At the termination of the License Agreement, Licensor, in its sole discretion, may accept any portion of the Licensee Facilities that Licensee desires to donate to the Licensor. In any event, Licensee will pay for the removal of all facilities.

The "Licensee Facilities" shall be constructed in accordance with the Site Plan, attached hereto and made a part hereof as Exhibit C.

(b) Licensee shall be required to have a separate underground electric supply. Licensee shall, at its own expense, obtain electrical service from any utility company that provides electric service to the Premises. Licensee shall install a separate meter and main breaker. Licensee shall pay for the electricity it consumes in its operations. Licensee has the right to install new utilities (including a standby power generator for Licensee's exclusive use at a location on the Premises acceptable to both parties). Licensee also has the right to bring underground utilities across the Land in order to service the Premises. The location of the underground utility lines shall be as required by Licensee and the applicable utility company, provided that same shall neither interfere with Licensor's operations, or increase Licensor's liability exposure. Licensee shall pay all of the Licensor's costs related to said easements, for the restoration of the Land to its condition prior to the installation of the utility lines, (excluding, however, normal wear and tear and loss by casualty or other reasons reasonably beyond Licensee's control) and attorney's fees to a maximum of four (4) hours at the billable rate in effect at the time the service is rendered, however, said limit shall not apply in the event of litigation between the Licensor and Licensee on any of the terms of this License Agreement.

(c) Licensor shall provide to Licensee, Licensee's employee's, agents and subcontractors access over the Land to the Premises. Licensee is responsible for locking the gates when leaving the site.

(d) **Co-location of City Antenna/Equipment.** Licensee agrees to make space (in such location as Licensee may reasonably determine from time to time after consultation with Licensor) available for an emergency police and/or fire

service antenna on Licensee's tower on the site. Licensor shall not be charged a license fee for such co-location. Any relocation of Licensor's facilities upon the antenna tower which is made by Licensee to accommodate Licensee or any of its other co-locators shall be performed by Licensee at Licensee's expense, after consultation with Licensor. Licensor shall not suffer or permit its operations to interfere with the operations of Licensee or any other co-locator on the property.

- (e) Licensee shall provide Licensor with as-built plans of the Licensee Facility prior to the City issuing a Certificate of Occupancy for the Licensee Facility.

7. Interference.

(a) Licensee shall operate the Licensee Facilities in a manner that will not cause interference to Licensor and other licensees of the Licensor. All operations by Licensee shall be lawful and in compliance with all Federal Communications Commission ("FCC") requirements and other applicable legislation. Licensee, prior to the execution of this License Agreement, shall have made itself aware of the Licensor's and other of Licensor's Licensee's existing use of the airwaves and represents that its operations will not interfere with their uses.

8. Taxes. Licensee shall pay all applicable personal property, use or occupational taxes. Further, Licensee shall timely pay any and all applicable real property taxes directly attributable to the for-profit use of the Premises and as assessed by the governing taxing authority upon its determination of the exact size and location of the Premises. As a condition of Licensee's obligation to pay such real property taxes, Licensor shall provide to Licensee a copy of the tax assessment from the taxing authority indicating such taxes are due to the for-profit use of the Premises. Licensee's obligation to pay any taxes associated with this Agreement shall terminate when Licensee has paid all such taxes assessed against the Premises for the period of time Licensee has the right, pursuant to this License Agreement, to occupy the Premises. Licensee and its agents shall have the right to challenge and contest the amount and validity, in whole or in part, of any real estate taxes levied (or of any assessed valuation which forms the basis of real estate taxes levied or to be levied) for which Licensee is responsible under this Paragraph or applicable law. Such challenges or contest may take place by whatever means are legally available or established from time to time by the relevant authorities, but Licensee shall exercise reasonable diligence in all proceedings in connection therewith.

9. Equipment.

(a) Licensee shall provide all transmitters and receivers and all related electric equipment ("Site Equipment") required for the installation and operation of Licensee's system. The Site Equipment is and shall remain the sole property of the Licensee and may be removed from the Premises at any time by the Licensee. Licensee shall remove all Site Equipment from the Premises at Licensee's expense upon the termination of this Agreement.

(b) Licensee shall provide all of the equipment and labor necessary to the installation of Licensee's system including the antennas, associated lines, isolation equipment and electrical

terminals. The equipment provided by Licensee shall remain the sole personal property of Licensee and shall not be deemed fixtures.

(c) Licensee, shall at its sole cost and expense, maintain and repair its Site Equipment.

(d) Any changes to the design of the antenna equipment or configuration must have prior Licensor approval.

10. **Liens.** Licensee agrees that no liens shall be placed on Licensor's property or funds in connection with Licensee's obligations hereunder. Licensor shall promptly satisfy liens which are placed or threatened and shall have its remedy against the person(s) asserting the liens.

11. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Licensee for any reason or for no reason, provided Licensee delivers written notice of early termination to Licensor no later than thirty (30) days prior to the annual Commencement Date; or (iii) by Licensee if it does not obtain or maintain any license, permit or other approval necessary to the construction and operation of Licensee Facilities; or (iv) by Licensee if Licensee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation a take back of channels or change in frequencies; or (v) by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference, provided if Licensee terminates this Agreement pursuant to clause (v) above, Licensee shall pay to Licensor, upon the effective date of termination, a termination fee equal to six (6) months of the License Fee then in effect; (vi) by Licensor, if in Licensor's sole judgment, Licensee's operations unreasonably interfere with Licensor's use of the airwaves for the Public Safety Communications, if said interference remains uncorrected after one (1) business day after written notice thereof, or any extensions granted by Licensor, given the potential for interference with the provisions of police and fire services to the citizens of Evanston, the City may terminate with 24 hours notice to Licensee. If this Agreement is terminated by Licensor as a result of such interference, annual License Fee and maintenance fees already paid shall be forfeited to the Licensor.

12. **Termination in the Event of Casualty or Condemnation.**

(a) In the event of any damage, or destruction to the Premises or any part thereof, which renders the Premises unusable or inoperable, Licensor or Licensee shall have the right, but not the obligation, to terminate this License Agreement and all of its duties and obligations herein by giving written notice to the other within thirty (30) days after such damage or destruction.

(b) In Licensee does not terminate this License Agreement: the License fee payable herein shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

(c) In the event of condemnation, unless Licensee is allowed by the condemning authority to continue its operations on the Premises, this License Agreement shall terminate as of the date title to the Land vests in the condemning authority or Licensee is required to cease its operations, whichever is earlier. Licensee shall be entitled to share in the proceeds of any condemnation award, and Licensee's share shall be limited to the value of any Licensee Facilities which are transferred to the condemning authority, moving expenses, prepaid License Fee and business dislocation expenses.

13. Insurance.

(a) Licensee, at Licensee's sole cost or expense, shall procure and maintain on the Premises and on Licensee's Site Equipment, bodily injury and property damage insurance with a combined single limit of at License Agreement One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Licensee, its employees, and agents arising out of or in connection with Licensee's use of the Premises, all as provided for herein. Licensee shall obtain said insurance from a company with a Best's rating of A, Class VI or better. Licensor shall be named as a primary, non-contributory, additional insured on Licensee's policy. Licensee shall provide Licensor a certificate of insurance evidencing the coverage required by this paragraph.

(b) All insurance required under this Agreement shall:

(1) Be issued as a primary policy; and

(2) Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy. Each certificate of the policy shall be deposited with Licensor's Safety/Risk Administrator within thirty (30) days of Commencement Date and, on renewal of the policy, not less than thirty (30) days before expiration of the term of the policy.

14. Liability Waiver/Indemnification. In consideration of the rights and privileges granted to Licensee hereunder, Licensee hereby fully releases and discharges the City of Evanston, its officers, agents and employees from any and all claims from injuries, including death, damages or loss, which may arise or which may be alleged to have arisen out of, or in connection with the granting of this License Agreement.

Licensee further agrees to indemnify and hold harmless and defend the City of Evanston, its officers, agents and employees from any and all claims resulting from injuries, including death, damages and losses, including, but not limited to the general public, which may arise or may be alleged to have arisen out of, or in connection with this License Agreement.

15. **Assignment.** Licensee may not assign or otherwise transfer all or any part of its interest in this License Agreement without the prior written consent of the Licensor, provided, however, that Licensee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets.

16. **Co-location.** With prior written approval from the City of Evanston, pursuant to paragraph 15 hereof, Licensee may sublicense space on the tower to other wireless service providers. However, a co-locator is eligible for a sublicense only if it has prior appropriate City approvals to use the City's land for its equipment. Any land use privileges so granted shall be conditioned upon the sublicensing of tower space to the same entity. The intent of this paragraph 16 is that tower space and land use privileges shall be obtained contemporaneously by the same wireless provider. Fifty percent (50%) of the gross revenues received by Licensee from co-locators will be paid to Licensor by the co-locator on a quarterly basis. All future co-locators will be responsible for obtaining the required zoning and other applicable approvals from the City of Evanston.

17. **Premises.** Licensee shall maintain the Premises and operate its facilities thereon in a manner as will best enable it to fulfill its service requirements, and in accordance with the specifications herein mentioned. Licensee shall maintain the Premises and Licensee Facilities thereon in accordance with all applicable local, state and federal laws.

18. **Warranty of Title and Quiet Enjoyment.**

- (a) Licensor warrants that: (i) Licensor has full right to make this License Agreement; and
(ii) Licensor covenants and agrees with Licensee that upon Licensee paying the License Fee and observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly enjoy the Premises; subject, nevertheless, to the terms and conditions of this Agreement.

19. **Repairs.**

(a) Except as otherwise provided in the License Agreement, Licensee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Licensee, its agents, servants and employees.

(b) Licensee understands that the City must repair and maintain the Premises. During such times, the City may need to interrupt Licensee's operations or such activities may inadvertently result in interruption. The City will provide Licensee with advance notice of its repair/maintenance activities, and will attempt to minimize such interruption. In no event, whether related to repair or maintenance or to any other cause, will the City be liable to Licensee in damages, whether consequential or otherwise, and Licensee will indemnify the City of any judgements, fees or costs incurred by the City as a result of the granting of this License Agreement.

20. Licensor's Environmental Indemnity. Licensor warrants that the Land has not been used for the generation, storage treatment or disposal of hazardous substances or hazardous wastes. In addition, Licensor warrants that no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl's (PCBs) petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks (collectively "Environmental Hazards") are located on or about the Land. For purpose of this Agreement, the term "hazardous substances" shall be as defined in the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) (CERCLA), and any regulation promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and any regulations promulgated pursuant thereto.

In connection therewith, Licensor agrees to indemnify and hold harmless Licensee, Licensee's successors and assigns and licensee's present and future officers, directors, employees and agents (collectively, Indemnities) from any and all penalties, fines, forfeitures, demands, damages, losses, claims, cause of action, suits, judgements, and costs and expense incidental thereto (including cost of defense, settlement, reasonable attorney's fees, reasonable consultant and/or expert witness fees), which Indemnities may hereinafter suffer, incur, be responsible for, or disburse as a result of:

- (1) any governmental action, order, directive, administrative proceeding or ruling;
- (2) personal or bodily injuries (including death) or damage (including loss of use) to any sites (public or private);
- (3) clean up, remediation, investigation or monitoring of any pollution or contamination of or adverse effects on human health or the environment; or
- (4) any violation or alleged violation of laws, statutes, or ordinances, orders, rules or regulations of any governmental entity or agency.

(Collectively "Environmental Liabilities") directly or indirectly caused by or arising out of any Environmental Hazards existing on or about the Premises, except to the extent that any such existence is caused solely by licensee's activities on the Premises.

21. Licensee's Environmental Indemnity. Licensee warrants that the Premises will not be used for the generation, storage, treatment or disposal of hazardous substances or hazardous wastes. In addition, Licensee warrants that no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl's (PCBs) petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks (collectively "Environmental Hazards") will be located on or about the Premises. For purposes of this Agreement, the term "hazardous substances" shall be as defined in the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) (CERCLA), and any regulation promulgated pursuant thereto. The term "hazardous wastes" shall be as defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) (RCRA), and any regulations promulgated pursuant thereto. The term "pollutants" shall be

as defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and any regulations promulgated pursuant thereto.

Licensee shall not bring to, transport across or dispose of any hazardous substances on the Premises or Property, except for fuel for Licensee's emergency power system. Licensee's use of such fuel shall comply with all applicable laws, ordinances, and regulations governing its use. Licensee agrees to indemnify and hold harmless, Licensor from any and all claims which may arise from Licensee's breach of the provisions of this paragraph.

In connection therewith, Licensee agrees to indemnify and hold harmless Licensor, Licensor's successors and assigns and Licensor's present and future officers, directors, employees and agents (collectively, "Licensor Indemnities") from any and all penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including cost of defense, settle, reasonable attorney's fees, reasonable consultant and/or expert witness fees), which Licensor Indemnities may hereinafter suffer, incur, be responsible for, or disburse as a result of:

- (1) any governmental action, order, directive, administrative proceeding or ruling;
- (2) personal or bodily injuries (including death) or damage (including loss of use) to any sites (public or private);
- (3) clean up, remediation, investigation or monitoring of any pollution or contamination of or adverse effects on human health or the environment; or
- (4) any violation or alleged violation of laws, statutes, or ordinances, orders, rules or regulations of any governmental entity or agency.

22. This License Agreement is a License for Licensee's use of land for the stated purposes. It is not to be construed as creating an interest in land.

23. Miscellaneous.

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

(b) If any provision of this License Agreement is invalid or unenforceable with respect to any party, the remainder of this License Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of the License Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This License Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) The captions of this License Agreement have been inserted for convenience only and are not to be construed as part of this License Agreement or in any way limiting the scope or intent of its provisions.

(e) 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:

Licensor: City Manager
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

With copy to: Law Department
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Telephone: (847) 866-2942
Fax: (847) 328-2980

Parks/Forestry & Recreation Director
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Telephone: (847) 866-2914
Fax: (847) 492-0619

Licensee: Sprintcom, Inc.
9801 Higgins Road – Suite 370
Rosemont, Illinois 60018
Attention: Property Manager
Telephone: (847) 384-2824
Fax: (847) 384-3065

with copy to: Sprintcom, Inc.
4900 Main Street – 12th Floor
Kansas City, Missouri 64112
Attention: Associated General Counsel

Licensor or Licensee may from time to time designate any other address for this purpose by written notice to other party.

(f) This License Agreement shall be governed by the laws of the State of Illinois, with any litigation hereunder to be in Cook County, Illinois.

(g) The parties shall cooperate in executing any documents (including, but not limited to, an Estoppel Certificate, a Memorandum of License Agreement in the form annexed hereto as Exhibit B-2 and a Non-Disturbance and Attornment Agreement) necessary to protect Licensee's rights herein or Licensee's use of the Premises. Licensor acknowledges that a Memorandum of Agreement will be recorded by Licensee in the Official Records of the County where the Land is located. Upon the expiration or earlier termination of this License Agreement, Licensee agrees to record an agreement evidencing the termination of Licensee's license to use the premises and to do so at its cost within 60 days of expiration/termination, and to provide a stamped copy of same to Licensor's Law Department.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

CITY OF EVANSTON:

Mary Morris
Mary Morris, City Clerk

By: Roger D. Crum
Roger D. Crum, City Manager

Date: October 13, 1998

Date: 10/13/98

Tax ID# 366005870

ATTEST:

SPRINTCOM, INC., a Kansas Corporation

Subrah M. Banerjee

By: James D. Meyers

Title: Area Manager

Date: 10/9/98

Date: 10/9/98

EXHIBIT A

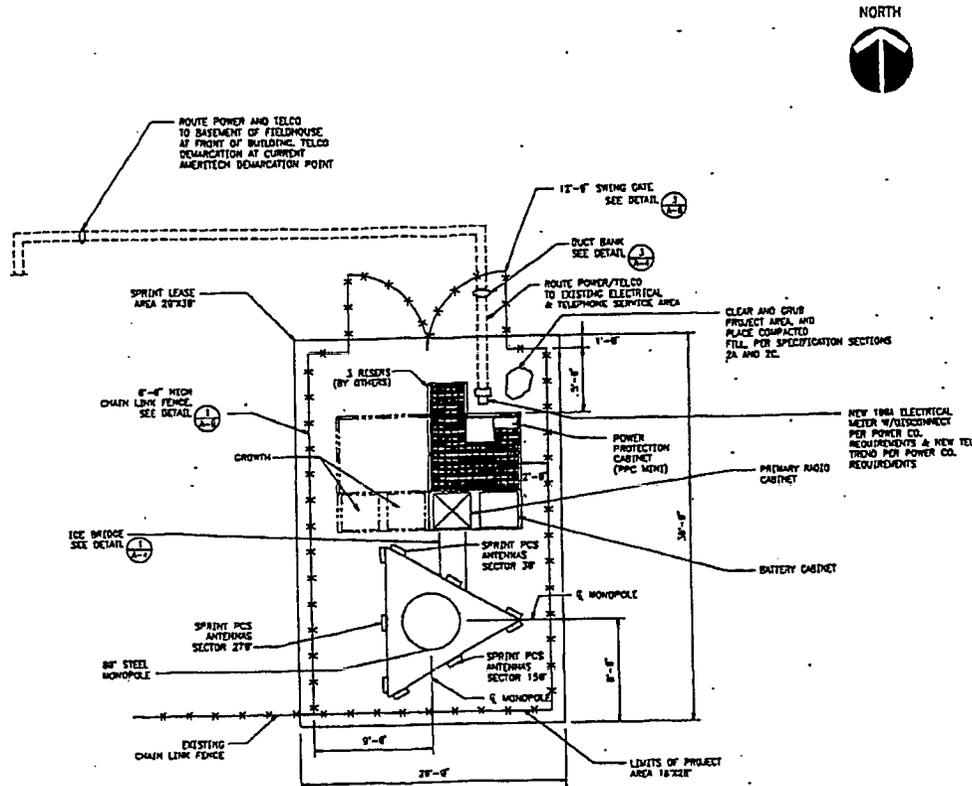
LOT 4 IN FOSTER FIELD RESUBDIVISION OF PART OF THE WEST HALF OF THE
NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED JUNE 13, 1983, AS DOCUMENT NO 26640069, IN COOK COUNTY,
ILLINOIS,

EXHIBIT B

THAT PART OF LOT 3 IN FOSTER FIELD RESUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1983, AS DOCUMENT NO. 26640069 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 00 DEGREES 25 MINUTES 59 SECONDS WEST 213.69 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3, THENCE SOUTH 89 DEGREE 34 MINUTES 39 SECONDS EAST 1.82 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 34 MINUTES 49 SECONDS EAST 30.00 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 11 SECONDS WEST 20.00 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 49 SECONDS WEST 30.00; THENCE NORTH 00 DEGREES 25 MINUTES 11 SECONDS EAST 20.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SITE WORK GENERAL NOTES:

1. THE CONTRACTOR SHALL CALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.
2. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
3. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND STIPULATED IN CONSTRUCTION SPECIFICATION DIVISION 2. SECTION 2A. EARTHWORK AND PLACEMENT OF GRANULAR FILL MATERIALS SHALL BE IN ACCORDANCE WITH SECTION 2A OF THE SPECIFICATION.
4. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING.
5. EARTHWORK OPERATIONS SHALL INCLUDE THE REMOVAL OF TREES, TOP SOIL AND SUBGRADE AND/OR OTHER DECOMPOSABLE PLANT MATTER FROM THE PROJECT AREA IN ACCORDANCE WITH SPECIFICATION SECTION 2A-2.
6. IN THE PROPOSED PROJECT AREA TO THE LIMITS INDICATED ON THE PLANS PLACE GRANULAR FILL MATERIAL AND ASPHALT PAVEMENT IN ACCORDANCE WITH SPECIFICATION SECTIONS 2A AND 2C.
 - PLACE 8 INCHES OF COMPACTED ROCK FILL IN ACCORDANCE WITH SPECIFICATION SECTION 2A.14.
 - MIMAT 3000 (OR EQUAL) GROUND STABILIZATION FABRIC SHALL BE PLACED OVER THE ENTIRE FINISHED SUBGRADE PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
 - CONTRACTOR SHALL SURFACE THE ENTIRE PROJECT AREA WITH A MINIMUM COMPACTED THICKNESS OF FOUR INCHES OF 3/4" TO 1 1/2" DIAMETER ROCK IN ACCORDANCE WITH SPECIFICATION SECTION 2A-15.
7. NO FILL OR EMBALEMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBALEMENT.
8. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY, PER SPECIFICATION SECTION 2A-21.
9. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE EQUIPMENT AND TOWER AREAS.
10. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.



1
A-2
DETAILED SITE PLAN
SCALE 1/4" = 1'-0"



Sprint PCS
8881 WOODS ROAD
SUITE 318
ROSEMONT, ILLINOIS 60018
OFFICE (847) 384-2824
FAX (847) 384-2888

APPROVALS

OWNER _____
PROJECT AREA AND PLACE COMPACTED FILL FOR SPECIFICATION SECTIONS 2A AND 2C.

ENGINEER _____
SPECIAL A.F. _____
CONTRACTOR _____
M.C. OPERATIONS _____

PROJECT NO. 6388-897

DATE BY D. STARKY

CHECKED BY L. STEPHEN

NO.	REVISION/ERROR	DATE
1	ISSUED FOR CONSTRUCTION	2/98

SCIENTECH, INC.
1420 BRANKING LANE
SUITE 150
DOWNERS GROVE, IL 60515
TEL: 630-711-1115
FAX: 630-711-1115

SR 270F
CITY OF EVANSTON
EVANSTON

DETAILED
SITE PLAN

A-2

EXHIBIT B

Second License Agreement Amendment

SECOND LICENSE AGREEMENT AMENDMENT

THIS SECOND LICENSE AGREEMENT AMENDMENT entered into this ___ day of _____, 2012, by and between the City of Evanston, an Illinois municipal corporation ("LICENSOR"), and SprintCom, Inc., a Kansas corporation ("LICENSEE") (collectively, the "PARTIES").

WHEREAS, Licensee is Licensee and Licensor is Licensor pursuant to a certain License Agreement originally between the Parties dated October 13, 1998 regarding Licensee's installation and maintenance of mobile communication equipment on certain real property located at Foster Park, site of Licensor's Fleetwood-Jourdain Center (the "PREMISES"); and

WHEREAS, Paragraph 23(a) of said License Agreement allows the Parties to jointly approve amendments thereto in writing; and

WHEREAS, the Parties wish to amend the License Agreement to allow Licensee to install additional underground connections to the monopole already erected pursuant to the License Agreement,

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Licensor consents to Licensee's installation of additional underground connections on the Premises as set forth in Exhibit 1, attached hereto and incorporated herein by reference.
2. In return for Licensor's consent to this License Agreement Amendment, Licensee shall to Licensor pay a one-time fee of two thousand dollars (\$2,000.00) no later than sixty (60) days after the effective date of this License Agreement Amendment.
3. Licensor's consent to this License Agreement Amendment shall not authorize Licensee to develop, construct, and/or install said additional underground connections. This License Agreement Amendment shall merely authorize Licensee to prepare and file applications for such permits or approvals as may be required by any and all applicable laws, rules, and regulations, including, but not limited to, Licensor-issued building permits.
4. All other terms and conditions of the License Agreement shall remain in full force and effect.
5. All notices or demands required or permitted to be given or served pursuant to this License Agreement Amendment shall be deemed to have been given or served only if in writing forwarded by (a) hand delivery, (b) certified mail, postage prepaid, or (c) overnight courier, and addressed as follows:

To Licensor: City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
ATTN: Director, PRCS

With a copy to: City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
ATTN: Corporation Counsel

To Licensee: Sprint/Nextel Property Services
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, KS 66251-2650
ATTN: Sprint/Nextel Property Tax Department

IN WITNESS WHEREOF, the Parties have caused this License Agreement Assignment to be duly executed as of the last date written below.

City of Evanston

By: _____
Name: Wally Bobkiewicz
Title: City Manager
Date: _____

SprintCom, Inc.

By: _____
Name: _____
Title: _____
Date: _____

8142

To Licensor: City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
ATTN: Director, PRCS

With a copy to: City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
ATTN: Corporation Counsel

To Licensee: Sprint/Nextel Property Services
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, KS 66251-2650
ATTN: Sprint/Nextel Property Tax Department

IN WITNESS WHEREOF, the Parties have caused this License Agreement Assignment to be duly executed as of the last date written below.

City of Evanston

By: Wally Bobkiewicz
Name: Wally Bobkiewicz
Title: City Manager
Date: _____

SprintCom, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

W. Grant Farrar
W. Grant Farrar
Corporation Counsel



EXHIBIT 1

Underground Installation Map

