

## LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 8th day of November 2005, between VOICESTREAM GSM I OPERATING COMPANY, LLC., a Limited Liability Company dually organized and existing under the laws of the State of Delaware ("Lessee"), and the VILLAGE OF HOMEWOOD, an Illinois municipal corporation ("Lessor").

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. Lessor is the owner of a parcel of land (the "Land") and the Water Tank ("Water Tank") which is located on said Land, as described in Exhibit "A" attached hereto. Subject to the terms and conditions contained in this Agreement, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain space measuring 10' by 20' (200 square feet) on a portion of the Land ("the Ground Space") and certain space on the Water Tank (the "Tower Space"), (the Ground Space and the Tower Space shall hereinafter be referred to as the "Premises"), all as more particularly described in Exhibit "B" attached hereto. The term "Premises" does not include "Lessee Facilities" which are personal property and which are defined in Paragraph 6 hereof.

2. Non-Exclusive Use by Lessee. The Premises may be used by Lessee for any lawful activity in connection with Lessee's provision of wireless communications services, including without limitation, the transmission and the receipt of radio communication signals on various frequencies, and for the construction, installation, removal, replacement, modification, maintenance and operation of necessary facilities consisting of six (6) antennas mounted on the Tower Space, a concealing shield, radio equipment, and cabling required to connect Lessee's equipment and antennas to the Tower Space. Lessor agrees to reasonably cooperate with Lessee, at Lessee's expense, in making application for obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises. Lessee shall begin to apply for all licenses, permits and any and all necessary approvals that may be required for Lessee's intended use of the Premises upon execution of this Lease Agreement by Lessor.

3. Tests and Construction. Following Lessee's declaration of the Commencement Date (as hereinafter defined) Lessee shall have the right to enter upon the Land for the purpose of constructing the Lessee Facilities (as defined in Paragraph 6 (a) below) and installing the Site Equipment (as defined in Paragraph 6 (b) below) (collectively "Construction"), upon the provision of not less than forty-eight (48) hours advance notice to Lessor. Prior to entering the Land for any reason whatsoever, Lessee will provide Lessor with a certificate of insurance naming Lessor, its elected and appointed officials, officers and employees as additional insured parties. Lessee will notify Lessor at least forty-eight (48) hours in advance of any proposed Construction to be performed by Lessee, will coordinate the scheduling of same with Lessor, and will cooperate with Lessor so as to minimize any interference with the business operations currently conducted by Lessor on the Land. Following Lessee's construction of its Facilities on the Premises, and except in the case of an emergency (in which case Lessee may access its Facilities on the Water Tank upon two (2) hours' notice to Lessor), Lessee agrees to notify Lessor at least forty-eight (48) hours prior to Lessee performing any work in connections with Lessee's Facilities installed on the Water Tank. Notwithstanding the foregoing, or anything to the contrary contained elsewhere in this

Lease Agreement, it is understood and agreed that Lessee shall have free and unrestricted access at all times to its equipment located on the Ground Space.

4. Term. The term ("Term") of this Agreement shall be ten (10) years commencing on the earlier of the date upon which Lessee notifies Lessor that Lessee has received the last of the necessary environmental studies and reports and local, state and federal approvals, licenses and permits so as to permit construction (such approvals, licenses and permits hereinafter collectively called the "Approvals"), and is prepared to commence construction (Hereafter, the "Commencement Date", or three (3) months from the date this Lease Agreement is executed by the parties whichever first occurs, provided that Lessee may notify Lessor of its intention to terminate this Agreement before the Commencement Date. The Term shall expire at midnight on the day before the tenth (10th) anniversary of the Commencement Date. The Term of this Agreement may be extended for up to three (3) additional periods of five (5) years each (the "Extended Terms"), provided that neither party has elected to terminate the Agreement at the end of the Term by giving written notice to the other party at least six (6) months prior to the expiration of the original Term. The parties' agreement to extend the Term shall be in writing, and shall be under all of the terms and provisions of the Agreement, except that the Rent payable by Lessee to Lessor during the Extended Terms shall be as set forth on the attached Schedule 1. The word "Term" as used in this Agreement shall be deemed to include the Extended Terms when and as renewal occurs. Lessee shall not begin commercial operation of the Lessee Facilities until Lessee first gives notice to Lessor that Lessee's prepared to do so. At that time, Lessor and Lessee agree to execute a document evidencing such Commencement Date.

5. Rent.

(a) Upon the Commencement Date, Lessee shall remit a lump sum payment to Lessor in the amount of Thirty One Thousand and 00/100 Dollars (\$31,000), it being understood and agreed that such payment represents Rent for the first twelve (12) months of the Term. Thereafter, Lessee shall remit yearly rental payments as provided in Schedule "A" attached hereto and made a part hereof, at the address set forth above, on or before the fifth (5) day of each calendar year in advance or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any due date. For so long as this Lease Agreement is in full force and effect, the amount of the Rent payable by Lessee to Lessor shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent that was in effect for the preceding year.

All payments of Rent shall be made to Lessor at: Village of Homewood, Attention: Village Manager, 2020 Chestnut Road, Homewood, Illinois 60430.

(b) If this Agreement commences on a day other than the first day of a month, Rent shall be prorated based upon a 30-day month. If this Agreement is terminated prior to its expiration by Lessor through no fault of Lessee, in addition to any other remedies that may be available to Lessee, the parties agree that Rent shall be prorated as of the date of termination, and if Rent has been prepaid by Lessee, unearned Rent will be promptly refunded to Lessee by Lessor. If this Agreement is terminated by Lessee through no fault of Lessor, in addition to any other remedies that may be available to Lessor, the parties agree that Lessor may retain any prepaid Rent.

6. Improvements; Liability; Utilities; Access.

(a) Lessee has the right to erect, install, remove, replace, modify, maintain, and operate Lessee's wireless communications facilities on the Premises. The equipment comprising such facilities consists of panel antennas which shall be mounted on the Tower Space, a concealing shield, radio equipment (which shall be installed on the Ground Space), utility lines, and cabling as is required to connect Lessee's equipment and antennas to the Tower Space ("Lessee Facilities"). Lessee Facilities to be installed on the Tower Space as depicted in Exhibit "B" and shall specifically be limited to:

(i) six (6) transmit/receive antennas and other receiving equipment fed by a transmission line or lines; at approximately one hundred fourteen (114) feet above ground level;

(ii) flexible heliax-type transmission lines enclosed in rigid conduit attached to the elevated Water Tank by transmission line brackets with stainless steel clamping devices; and

(iii) such mounting devices, connectors, brackets and other hardware as are necessary to install and attach the foregoing items.

In connection therewith, Lessee has the right to do all work necessary to prepare and maintain the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. Lessee shall at all times maintain in good condition all of its Equipment installed on the Premises wherever located. Lessee agrees to cause the antennas and related equipment comprising Lessee's equipment that is initially installed on the Water Tank to be painted as directed by Lessor. The cable runs shall be installed in non-rusting conduit such as stainless steel, aluminum or other conduit as shall be reasonably approved by Lessor. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or within thirty (30) days following the expiration or earlier termination of this Agreement, and Lessee agrees to remit Rent to Lessor until such removal has been completed and Lessee has restored the Premises in accordance with this Lease Agreement. At such time as Lessee removes the Lessee Facilities from the Water Tank, Lessee shall restore the Tower Space to the condition that existed prior to Lessee's installation of the Lessee Facilities, normal wear and tear, and losses or casualty beyond Lessee's control excepted. Lessee shall not be required to remove any foundation installed on the Ground Space if such foundation is more than five (5) feet below ground level. At the termination of the Lease, Lessor, in its sole discretion, may accept any portion of the improvement installed by Lessee on the Ground Space that Lessee desires to donate to Lessor. If Lessor does not accept any portion of the improvement installed by Lessee on the Ground Space, Lessee shall remove the improvement and restore the Ground Space to the condition that existed prior to Lessee's installation of the Lessee Facilities, normal wear and tear, and losses or casualty beyond Lessee's control excepted.

(c) Lessee's Facilities shall be constructed in accordance with the Drawings, attached hereto and made a part hereof as Exhibit "B".

(d) Lessee shall have the right to draw electricity from the electric supply on the Land, if available. Lessee shall have the right at its option and expense, to obtain electrical service from any utility company that provides electric service to the Premises. In either event, Lessee shall install a separate meter and main breaker. Lessee shall pay for the electricity it consumes in its operations. Lessee has the right to improve the present utilities on the Premises and to install new utilities at Lessee's sole cost and expense but not to exceed lessee's facilities listed in paragraph 6 (a). Lessee 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 Lessee and the applicable utility company, but shall not interfere with Lessor's use of the Land and the Water Tank. At Lessee's reasonable request, Lessor shall execute necessary documents evidencing such utility easement rights, including, if required, a utility easement in favor of Lessee or the applicable utility company, and Lessee shall reimburse Lessor for its reasonable costs including attorney's fees, in connection with the granting of such easement. Lessee shall, at Lessee's sole cost, repair any damage that occurs to any portion of the Premises or the Land due to the construction of any utility easement.

(e) Solely for the purposes described in this Lease Agreement, Lessee, its employees, agents and subcontractors shall have access over the Land to the Ground Space twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. At such time as Lessee requires access to the Tower Space, Lessee shall provide at least forty-eight (48) hours advance notice to Lessor; however, the parties agree that in the event of an emergency where Lessee requires immediate access to its equipment installed on the Water Tank, that Lessee may have access to such equipment upon two (2) hours notice to Lessor.

(f) In connection with the erection, maintenance and operation of Lessee's Facilities on the Premises, Lessee and any contractors or agents hired by Lessee or its or their subcontractors shall comply with all Federal OSHA regulations and requirements, and employ all necessary and appropriate safety and fall protection equipment and measures, at Lessee's expense.

(g) Lessee, its contractors, and subcontractors shall contact the J.U.L.I.E. locating system prior to performing any digging. Should Lessee, or its contractors or subcontractors not be members of J.U.L.I.E. or fail to contact J.U.L.I.E. prior to performing any digging, then neither the Lessor nor any Lessor contractor or subcontractor shall be liable for damage to Lessee's underground power or communications cables caused by Lessor or any Lessor contractor or subcontractor.

(h) Pursuant to a Communication Facility Agreement (the "Metricom Lease") between Lessor and Metricom, Inc. ("Metricom") dated June 8, 2000, Metricom installed equipment (including cabinets) and cabling (collectively "Metricom Equipment"). On July 2, 2001, Metricom filed a petition under Chapter 11 of the Bankruptcy Code, 11 U.S.C. 101 et seq. By court order, Metricom rejected the Metricom Lease effective August 31, 2001. Shortly thereafter, Metricom verbally informed Lessor that it was abandoning the Metricom Equipment. By the said court order entered in the United States Bankruptcy Court of the Northern District of California, San Jose Division, Lessor was authorized to take possession of the Metricom Equipment, and to remove, retain, sell, lease, or dispose of such Equipment. A copy of that order is attached as Exhibit F. Lessor hereby conveys and quit claims unto Lessee all of its right, title and interest in and to the Metricom Equipment, a portion of which Lessee agrees to remove at or about the time of commencing construction of its improvements on the Site.

(i) In connection with the erection of Lessee's Facilities on the Premises, Lessee shall remove a portion of the existing Metricom Equipment as identified in subsection 6 (h) above. Said equipment consisting of cables and conduit on the water tower, panel antennas on the water tower. Lessee shall properly dispose of Metricom Equipment removed and not reused at no cost to Lessor. If necessary, Lessee shall remove existing bollards that are located where Lessee plans to install Lessee's equipment cabinet. Lessee shall install new bollards around its equipment cabinet as may be required by Lessor.

7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause radio frequency interference to any Village Operations, and/or the operations of other authorized tenants of Lessor, provided that the equipment operated by any of Lessor's other tenants predates Lessee's installation of its equipment and Facilities at the Premises. All of Lessee's operations on the Premises shall be lawful and in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the date that Lessee commences operation of its telecommunications facility on the Premises, Lessor shall not permit its existing or future lessees or licensees to install new equipment on the Land if such equipment will cause interference with Lessee's operations, as reasonably determined by Lessee. Notwithstanding the foregoing, if Lessor elects to lease space on the Water Tank to an entity or person whose business is the operation of wireless communications facilities, Lessor will provide prior written notice thereof to Lessee, and such notice shall contain information about the type of equipment the proposed tenant plans to install on the Water Tank, the intended location of such equipment, and the frequency range at which the proposed tenant is authorized to transmit and receive radio signals. Lessee shall have a period of thirty (30) days following its notice in which to notify Lessor of any reasonable objection to such proposed tenant's equipment, and/or the intended location of equipment on the Water Tank. Lessor agrees to notify the proposed tenant of Lessee's reasonable objections, and if such proposed tenant is unwilling or unable to make changes necessary to allow the parties to co-locate amicably on the Water Tank, Lessor agrees that it will not lease space on the Water Tank to such proposed tenant.

(c) Lessee understands and agrees that Lessor may at any time install equipment on the Land or on the Water Tank as may be reasonably required for Lessor's municipal operations, including Lessor's emergency or other communications activities. Lessor agrees to use reasonable care to prevent any interference to Lessee's equipment from any additionally installed Lessor equipment, and the parties agree to cooperate with one another in this respect. Nevertheless, in the event that Lessor or any tenant of Lessor causes interference with Lessee's operations on the Premises which is not capable of being remedied within thirty (30) days following Lessee's written notice thereof, Lessee shall have the right to terminate this Agreement, and Lessor shall return any unearned Rent to Lessee.

(d) The parties agree that from time to time, Lessor will paint the Water Tank upon which Lessee's Facilities are installed. At such time as Lessor determines to paint the Water Tank, Lessor will provide as much advance notice as reasonably possible to Lessee, and if Lessor determines that Lessee's antenna equipment on the Water Tank shall be painted at the same time to ensure a uniform appearance of the Water Tank, Lessee hereby agrees to reimburse Lessor for Lessor's reasonable costs in connection therewith, including costs of special and/or additional covers necessary to allow continued operation of Lessee's facility provided that Lessor does not perform such painting more than once during any twelve (12) month period. The parties agree that this twelve (12) month limitation provision shall not apply to touch-up or repair-related painting that Lessor may require as a result of Lessee's installation of Equipment on the Premises. The Lessee shall reimburse Lessor for all such costs.

(e) At such times as Lessor determines that the Water Tank is to be painted at Lessor's sole cost (except to the extent that Lessee shall reimburse Lessor for the painting of Lessee's equipment on the Water Tank) (the "Painting Project") the parties agree as follows:

(i) Lessor will provide as much advance written notice as possible to Lessee concerning the scheduled date and anticipated period of time in which the Painting Project shall take place; and

(ii) The parties agree to cooperate fully with one another in connection with the Painting Project, and in particular, agree to use their best efforts to minimize any disruption to Lessee's operation of its telecommunications facility on the Premises; and

(iii) Lessee agrees that it shall take such action as is necessary to protect its Equipment, or temporarily remove its Equipment, on the Water Tank, and in doing so shall not interfere with the Painting Project, and Lessor agrees to instruct its painting contractor to exercise care when working in the vicinity of Lessee's Equipment.

(f) Lessor periodically performs maintenance and repair of the Water Tank. Such maintenance and repair may necessitate that Lessee temporarily power down its equipment on the Premises. In such event, Lessor will give as much advance notice to Lessee as is reasonably practical and use its best efforts to schedule the maintenance and repair work to have the least interference with Lessee's operations.

#### 8. Taxes.

(a) It is understood and agreed that as of the date of execution of this Lease Agreement, the Land is exempt from real estate taxes ("Real Estate Taxes") levied by Cook County, Illinois.

(b) Notwithstanding Lessor's exempt status with respect to Real Estate Taxes, it is agreed by the parties that upon Lessee's completion of its installation of Equipment on the Premises, if required by Cook County to continue Lessor's tax exemption status on its property, Lessee and Lessor shall cooperate in the preparation and filing of the appropriate Petition for Tax Division with the Cook County, Illinois Tax Assessor for the purpose of designating the Ground Space as a separate tax parcel. Until such time as the tax division is effective and a separate tax bill is issued for the Ground Space, Lessee shall be responsible to reimburse Lessor for any payment of any Real Estate Taxes made by Lessor which directly relates to Lessee's use of the Ground Space, including assessments that result from the improvements made by Lessee upon the Ground Space. Said payment to Lessor shall be made by Lessee within thirty (30) days after Lessee's receipt of the applicable receipted tax bill(s) from Lessor. Lessee's obligation to pay Real Estate Taxes relating to Lessee's occupancy of the Ground Space shall survive the termination of this Lease Agreement.

(c) Lessee shall indemnify Lessor from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Lessee in connection with Real Estate Taxes assessed to the Ground Space for such time as this Lease Agreement remains in full force and effect.

(d) Lessee shall have the right to protest all such Real Estate Taxes, assessments and charges levied against the Ground Space, Lessee's personal property, any improvements made by Lessee on the Ground Space, or against Lessee's Leasehold interest in the Ground Space. Lessor agrees to join in such protest, and if necessary, to permit Lessee to proceed with the protest in Lessor's name, provided that all expenses in any way relating to the protest are borne by Lessee. If Lessor initiates an action to protest taxes or other assessments, Lessee may join in such action provided that Lessee must pay its own expenses of so participating. Lessor shall, within thirty (30) days after receipt of notice of any increase or decrease in taxes, assessments or other changes related to the Ground Space, send a copy of such notice to Lessee.

(e) Lessee shall be solely responsible for, and shall timely pay, all personal property taxes levied and assessed, if any, against Lessee's personal property located on the Ground Space.

(f) Lessee shall have the right to protest or contest (a) the amount of any Real Estate Taxes the Lessee has an obligation to pay and (b) any assessment of the Land Parcel or the Property on which Lessee has an obligation to pay, but in no event shall Lessee take any action in connection with such protest or contest that in any way adversely impacts Lessor or the Property exemption from, or exempt status in connection with, any Real Estate Taxes on the Property or any part thereof. Lessee shall be solely responsible for all costs and expenses attributable to any divisions, consolidations, or other applications and relief relating to Real Estate Taxes as described in this Lease Agreement or due to Lessee's use of the Land Parcel. Lessee shall reimburse Lessor for Lessee's proportionate share of any reasonable costs and attorneys' fees.

9. Waiver of Lessor's Lien. Lessor waives any lien rights it may have concerning Lessee's Facilities and Equipment which are deemed Lessee's personal property, and Lessee has the right to remove the same at any time without Lessor's consent in compliance with the notice requirements of this Lease.

10. Termination. This Agreement may be terminated without further liability on the part of either party 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 by the defaulting party within sixty (60) days from the date of the defaulting party's receipt of written notice of any such default, provided, however, that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary to the construction and operation of Lessee's Facilities within the three (3) month time frame provided in paragraph 4 of this Lease Agreement and actively in good faith seeks to obtain any license, permit or other approval necessary to the construction and operation of Lessee's Facilities; or (iii) by Lessee if Lessee 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 (iv) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference, provided, however, that if Lessee terminates this Agreement pursuant to this clause, Lessee shall pay to Lessor, upon the effective date of termination, a termination fee equal to two (2) months Rent then in effect. Lessee shall continue to pay rent to Lessor until Lessee has removed all of the equipment comprising Lessee's Facilities from the Premises and has repaired and/or restored the Premises as required elsewhere in this Agreement.

11. Termination in the Event of Casualty or Condemnation.

(a) In the event of any damage, or destruction to the Water Tank or any part thereof not caused by Lessee which renders the Premises unusable or inoperable in Lessee's sole opinion, and Lessor elects not to restore or repair the Water Tank at Lessor's sole expense so that Lessee may continue to operate its telecommunications facility on the Premises, Lessee shall have the right, but not the obligation, to terminate this Agreement and all of Lessee's duties and obligations contained herein by giving written notice thereof to Lessor within thirty (30) days after the date of such damage or destruction. In such event, the parties agree that rent shall be abated during such time as repairs are being made, and that further, if such repairs have not been completed or cannot reasonably be completed within sixty (60) days from the date of the damage, that Lessee may, at Lessee's option, terminate the Agreement whereupon Lessor shall refund any and all unearned Rent to Lessee.

(b) In the event of a condemnation of the Water Tank by any governmental authority due to eminent domain or otherwise, unless Lessee is allowed by the condemning authority to continue its operations on the Premises, this Agreement shall terminate as of the date title to the Water Tank or the Land vests in the condemning authority or Lessee is required to cease its operations, whichever is earlier. Lessee shall not be entitled to share in the proceeds of any condemnation awarded to Lessor, but Lessee may make its own claim to the condemning authority.

## 12. Insurance.

(a) Lessee shall, at its sole cost and expense, procure and maintain on the Premises and on Lessee's Site Equipment, wrongful death, bodily injury and property damage insurance with a combined single limit of at least Three Million and 00/100 Dollars (\$3,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees, and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessee, at Lessee's sole cost and expense, shall procure and maintain worker's compensation coverage and employer's liability coverage with limits of One Million and 00/100 Dollars (\$1,000,000.00). Lessee shall obtain said insurance from a company licensed to do business in Illinois. Lessee's umbrella coverage shall be not less than Five Million and 00/100 Dollars (\$ 5,000,000.00) Lessor, its elected and appointed officials, and employees shall be named as a primary, non-contributory, additional insured on Lessee's policy.

(b) All insurance required under this Agreement shall:

(i) Be insured as a primary policy; and

(ii) Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation of any policy. Each certificate evidencing such insurance shall be deposited with Lessor's Village Manager upon the execution of this Lease Agreement and upon each renewal of such insurance.

(iii) Lessee shall provide thirty (30) days written notice to Lessor before any material change in the coverage, scope, or amount of any insurance policy.

(c) The insurance requirements of this Agreement shall apply to any contractors or agents hired by Lessee or its or their subcontractors, and such insurance shall be in amounts acceptable to Lessor, and issued by insurance companies licensed to do business in the State of Illinois that are reasonably acceptable to Lessor.

(d) Under no circumstances shall Lessor be deemed to have waived any of the insurance requirements of this Agreement by an action or omission including, but not limited to (i) allowing any work to commence by or on behalf of Lessee before Lessor is in receipt of certificates of insurance, (ii) failing to review any certificates of insurance received, or (iii) failing to advise Lessee that any certificate of insurance required under this Agreement is solely its responsibility and that it is a requirement which cannot be waived by any action, inaction, or omission by Lessor, or (iv) failing to advise Lessee that its certificate of insurance is not in compliance.

13. Assignment. Neither Lessor nor Lessee may assign or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, that Lessor or Lessee 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, without the prior written consent of the other party.

14. Premises. At all times, Lessee shall maintain the Premises and Lessee's equipment located on the Premises in good condition, in accordance with the terms of this Lease Agreement, and in accordance with all applicable local, state and federal laws.

15. Warranty of Title and Quiet Enjoyment.

(a.) Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto; (ii) Lessor has full right to make this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises; subject, nevertheless, to the terms and conditions of this Agreement. Upon Lessee's request, Lessor will document its interest in the Real Estate, but at Lessee's expense.

(b) Lessor warrants that its making of this Agreement and its performance thereof will not violate any laws, ordinances, restrictive covenants, or the provision of any mortgage, lease or other agreements under which Lessor is bound and which restricts the Lessor in any way with respect to the use or disposition of the Land.

16. Repairs. Except as otherwise provided in this Agreement, Lessee shall not be required to make any repairs to the Water Tank or the Land unless such repairs shall be necessitated by reason of the negligent or willful and/or wanton act of Lessee, its agents, servants and employees, or the result of Lessee's use of and required restoration of the Premises. If Lessee is required to make repairs under this Section 16, all of such repair-related work shall be subject to Lessor's approval.

17. Lessor's Environmental Indemnity. Lessor warrants that, to the best of its knowledge, no portion of the Land has been used for the generation, storage (except for paint and associated by-products from sandblasting and painting that Lessor used in painting the Water Tank), treatment or disposal of hazardous substances or hazardous waste. In addition, Lessor warrants that, to the best of its knowledge after due investigation, no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs) petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks containing hazard liquids (collectively, Environmental Hazards") have been or currently are located on or about the Land. 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.

Lessor agrees to indemnify and hold harmless Lessee, Lessee's successors and assigns and Lessee's present and future officers, directors, employees and agents (collectively, Indemnitees) 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, settlement, reasonable attorneys fees,

reasonable consultant and/or expert witness fees), which Indemnitees may hereinafter suffer, incur, be responsible for, or disburse as a result of :

(1) any governmental action, order, directive, administrative proceeding or ruling based upon this paragraph seventeen (17);

(2) personal or bodily injuries (including death) or damage including loss of use to any sites (public or private) resulting from a violation of this paragraph seventeen (17);

(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 Land, except to the extent that any such Environmental Hazards are caused by Lessee's activities on the Premises.

18. Lessee's Environmental Indemnity. Lessee warrants that the Premises will not be used for the generation, storage, treatment, or disposal of hazardous substances or hazardous wastes. In addition, Lessee warrants that no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (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 (41 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 Recover 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.

Lessee shall not bring to, transport across or dispose of any Hazardous Substances on the Premises. In connection therewith, Lessee agrees to indemnify and hold harmless Lessor, Lessor's successors and assigns and Lessor's present and future officers, directors, employees and agents (collectively, "Lessor Indemnitees") 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, settlement, reasonable attorneys fees, reasonable consultant and/or expert witness fees), which Lessor Indemnitees may hereafter suffer, incur, be responsible for, or disburse, at a result of:

(1) any governmental action, order, directive, administrative proceeding or ruling based upon this paragraph eighteen (18);

(2) personal or bodily injuries (including death) or damage including loss of use to any sites (public or private) resulting from a violation of this paragraph eighteen (18);

(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 Environmental Hazards are caused by Lessor's activities on the Premises.

19. Telecommunications Ordinance. Lessee hereby agrees to comply at all times with all of the valid requirements of Lessor's telecommunications ordinance, as may be amended from time to time.

20. Miscellaneous.

(a) This 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 understanding of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this 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 this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

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

(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:

Lessor: Village of Homewood  
2020 Chestnut Road  
Homewood, Illinois 60430  
Attention: Village Manager

with a required copy to: Walter D. Cummings, Village Attorney  
Cummings & Duda, Ltd  
18027 Harwood Avenue  
Homewood, Illinois 60430

Lessee: Voicestream Wireless Corporation  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator  
Attn: Legal Dept

with a copy to: VoiceStream GSM I Operating Company, LLC.  
A Delaware Limited Liability Company  
8550 Bryn Mawr, First Floor

Chicago, IL 60631  
Greg Cisewski  
Regional Vice President, Engineering and Operations

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(f) This Agreement shall be governed by the laws of the State of Illinois.

(g) The parties shall cooperate in executing any documents (including, but not limited to, a Memorandum of Agreement in the form annexed hereto as Exhibit "~~C~~" and a Non-Disturbance and Attornment Agreement) necessary to protect Lessee's rights herein or Lessee's use of the Premises. Lessor acknowledges that a Memorandum of Agreement will be recorded by Lessee in the Official Records of the County where the Land is located. Upon the expiration or earlier termination of this Agreement, Lessee agrees to record an agreement evidencing the termination of Lessee's interest in the Premises.

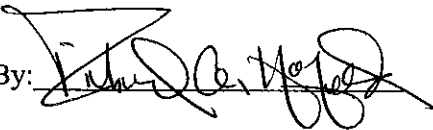
(h) Lessor agrees to furnish Lessee with a certified copy of Lessor's Minutes authorizing execution of this Agreement, a copy of which shall be attached hereto as Exhibit "~~X~~". *D*

(i) Lessor acknowledges receipt from Lessee of an Affidavit regarding delinquent taxes in the form attached as Exhibit "~~X~~". *E* in compliance with Section 11-42.1-1 of the Illinois Municipal Code.

(j) Lessee agrees to reimburse Lessor for its attorneys fees incurred directly and reasonably in connection with the review, preparation, and approval of this Agreement in an amount not to exceed Three Thousand and 00/100 Dollars (\$3,000.00) Lessor shall invoice Lessee for reimbursement under this provision one time, at the hourly rate of the Village Attorney. Lessee shall pay that invoice within thirty (30) days from the date of invoice.

AGREED as of the date and year first appearing above.

VILLAGE OF HOMEWOOD

By: 

Name: Richard A. Hofeld

Title: Village President

VOICESTREAM GSM I OPERATING  
COMPANY, LLC.

By: 

Name: Greg Cisewski  
Vice President

Title: Engineering & Operations-Midwest

APPROVED as to form

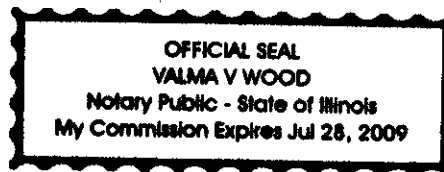
  
Michael A. Sievertson

STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

On the 7 day of Dec 2005, before me personally appeared Greg Cisewski, and acknowledged under oath that he is the Vice President of Eng + Ops for VoiceStream GSM I Operating Company, LLC., a Limited Liability Company dually organized and existing under the laws of the State of Delaware that executed the within and foregoing instrument (the "Corporation"), and acknowledged the said instrument to be the free and voluntary act and deed of the Corporation as agent for VoiceStream GSM I Operating Company, a Limited Liability Company dually organized and existing under the laws of the State of Delaware, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the Corporation as agent for Lessee.

Valma V Wood  
Notary Public

My Commission Expires: 7-28-09



CORPORATE ACKNOWLEDGMENT

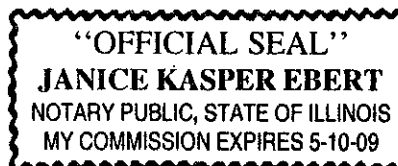
STATE OF Illinois )  
 ) ss:  
COUNTY OF Cook )

I CERTIFY that on the 9th day of Dec., 2005,  
Richard A. Hofeld [name of representative] personally came before me and  
acknowledged under oath that he or she:

- (a) is the Village President [title] of Village of Homewood, Illinois [name  
of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Janice Kasper Ebert  
Notary Public

My Commission Expires: 5-10-09



## LEASE AGREEMENT

### SCHEDULE A

#### RENT PAYABLE BY LESSEE TO LESSOR

Year	\$ 31,000 @ 3 % Annual Increase
1	\$31,000.00
2	\$31,930.00
3	\$32,887.90
4	\$33,874.54
5	\$34,890.77
6	\$35,937.50
7	\$37,015.62
8	\$38,126.09
9	\$39,269.87
10	\$40,447.97
11	\$41,661.41
12	\$42,911.25
13	\$44,198.59
14	\$45,524.55
15	\$46,890.28
16	\$48,296.99
17	\$49,745.90
18	\$51,238.28
19	\$52,775.42
20	\$54,358.69
21	\$55,989.45
22	\$57,669.13
23	\$59,399.21
24	\$61,181.18
25	\$63,016.62

## LEASE AGREEMENT

### EXHIBIT A

#### LEGAL DESCRIPTION OF LEASED PREMISES

**EXHIBIT A** to the Agreement dated November 8th, 2005 between Village of Homewood, a Municipal Corporation, as Lessor, and VoiceStream GSM I Operating Company, a corporation dually organized and existing under the laws of the State of Delaware, as Lessee.

Property Address: 18355 Pierce Avenue

State: Illinois

County: Cook

City: Homewood

APN: 32-05-106-020

#### Legal Description:

Parcel one: that part or the north half of the north west quarter of section five (5), township thirty-five (35) north, range fourteen (14), east of the third principal meridian, in Cook County, Illinois, described as follows: beginning at a point on a line 397 feet west of and parallel with the north-south center line distant south along said parallel line 630 feet from the north line of the said section five (5); thence west a distance of 56 feet along a line parallel to the north line of said section five (5) to a point; thence north a distance of 135 feet along a line parallel to the north-south center line of said section five (5), to a point; thence east 56 feet along a line parallel to the north line of said section five (5) to a point; thence south a distance of 135 feet to the point of beginning, of that part lying north of the south twenty (20) acres of that part lying east of the center of Reigle Road (also known as Chicago and Vincennes Road). Situated in the County of Cook, in the State of Illinois.

Parcel two: that part of the north 1/2 of the northwest 1/4 of section 5, township 35 north, range 14, east of the 3rd p.m., Cook County, Illinois described as follows: beginning at a point on a line 341 feet west of and parallel with the north-south center line distant south along said parallel line 630 feet from the north line of said section 5; thence west a distance of 56 feet along a line parallel to the north line of said sec. 5 to a point thence north a distance of 135 feet along a line parallel to the north-south center line of said sec. 5 to a point; thence east 56 feet along a line parallel to the north line of said sec. 5 to a point; thence south a distance of 135 feet to the point of beginning. Situated in the County of Cook, in the State of Illinois.



## **LEASE AGREEMENT**

### **EXHIBIT B**

#### **SITE PLAN AND LESSEE FACILITIES**

**EXHIBIT B** to the Agreement dated November 8th, 2005 between Village of Homewood, a Municipal Corporation, as Lessor, and VoiceStream GSM I Operating Company, a corporation dually organized and existing under the laws of the State of Delaware as Lessee.

T-1

**T-Mobile**  
 8550 W. Bryn Mawr Ave.  
 Suite 100  
 Chicago, Illinois 60631  
 OFFICE: (773) 444-5400  
 FAX: (773) 444-5500

**PRC**  
 Fullerton Eng. Consultants, Inc.  
 1500 N. Elston Ave.  
 Suite 200  
 Chicago, Illinois 60642  
 Tel: 417-234-0300  
 Fax: 417-234-0301  
 www.prc-engineers.com

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**LANDMARK**  
 1401 WEST 14TH STREET  
 PALO ALTO, ILLINOIS 60064-1009  
 PHONE (708) 584-7777  
 PROJECT NO. 05-08-244

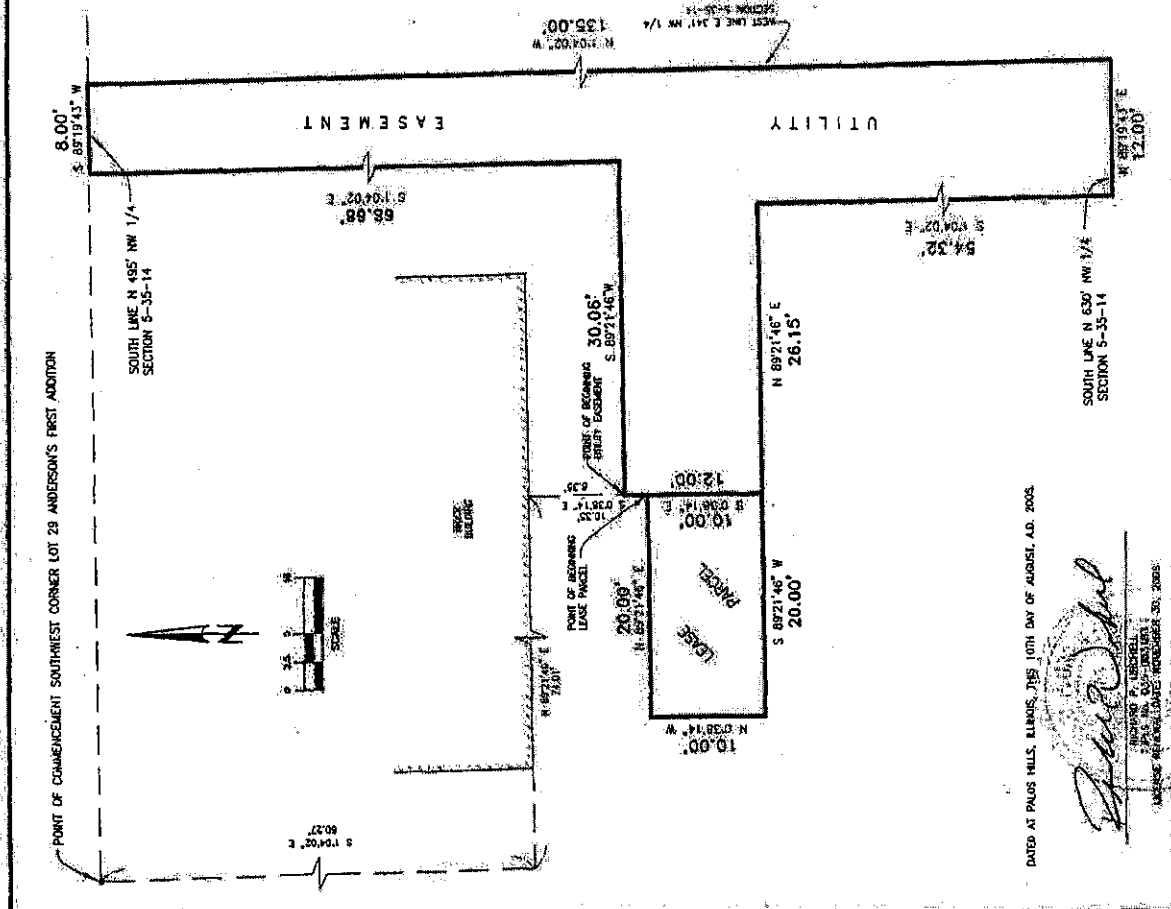
**SITE NO. CH48-639 A**  
 HONEYWOOD  
 WATER TOWER  
 18088 EVERGREEN  
 HONEYWOOD, ILL.  
 COOK COUNTY

**SITE SURVEY**

**\$5:1 OF 2**

RIGHT NUMBER  
55 2 OF 2

0. TOPOGRAPHICAL INFORMATION AND IMPROVEMENTS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND MEASUREMENTS PERFORMED JUNE 21, 2005.







PREPARED BY: AG	
CHECKED BY: AB	
APPROVED BY: HMB	

#	DATE	REVISIONS
	11/4/89	PERIT/CONSTRUCTION

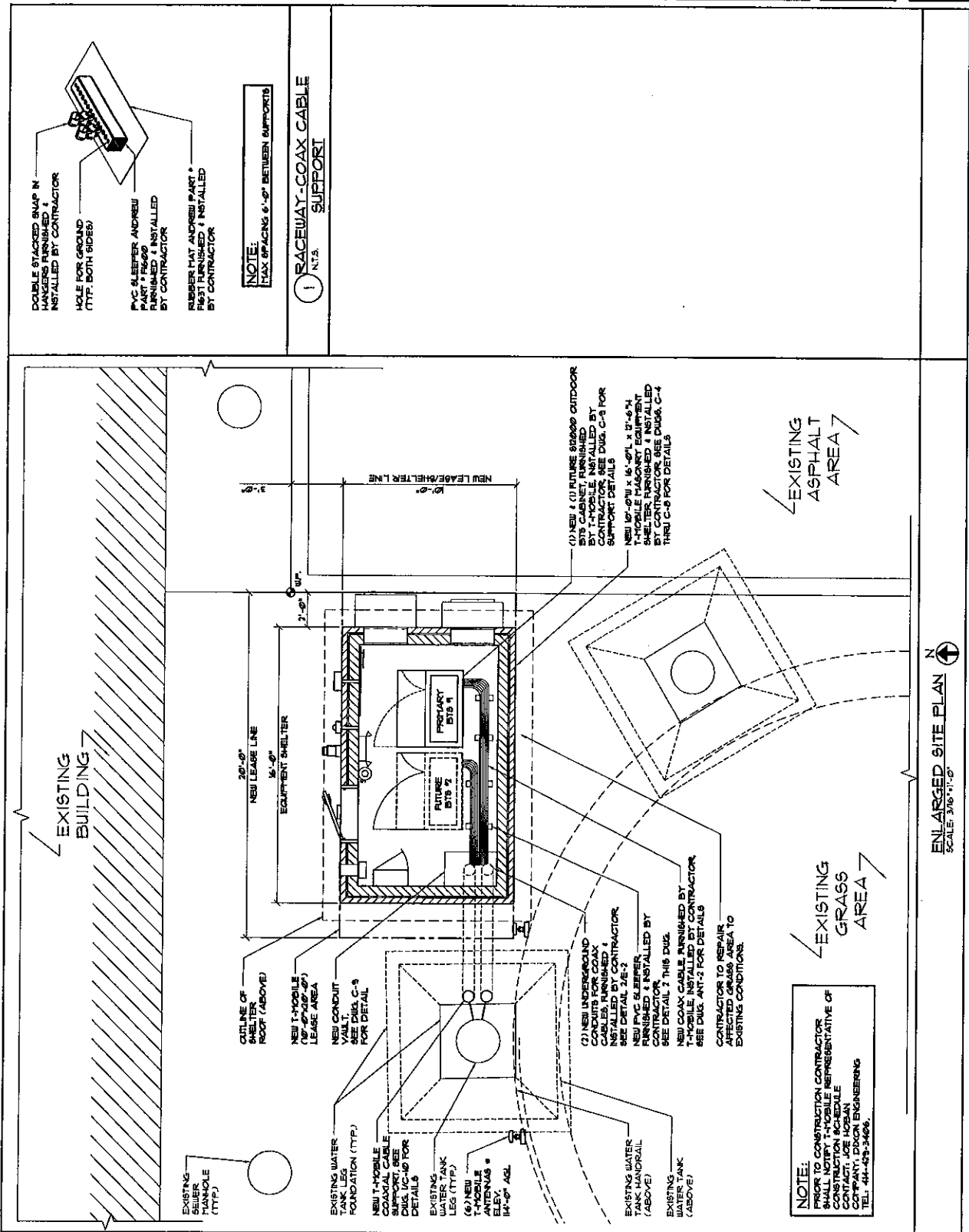
DATE SKIPPED: 11/4/03

SITE NAME HOMELWOOD WATER TANK	SITE NUMBER CH48-639A	SITE ADDRESS 10355 EVERGREEN HOMELWOOD, IL 60430
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SHEET TITLE

ENLARGED SITE  
PLAN

SHEET NUMBER  
C-2



## GENERAL NOTES AND CONDITIONS

### INTENT

1. THESE CONSTRUCTION DRAWINGS DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.
2. THE INTENT OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS NECESSARILY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
3. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DEMONSTRATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
4. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE ALLOWED AS LONG AS THEY DO NOT CHANGE THE INTENT OF THE DRAWINGS OR THE QUALITY OF THE WORK. ANY CHANGES PERMITTED BY THE OWNER WITHOUT ISSUING A CHANGE ORDER.

### CONFLICTS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL REQUIREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND ANY SUCH DISCREPANCIES IN THE CONSTRUCTION WHICH MAY BE FOUND SHALL BE SUBMITTED TO THE OWNER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
2. THE BIDDER, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING CONCERNING WHICH SUCH BIDDER MIGHT HAVE FULLY KNOWN THEMSELVES PRIOR TO THE BIDDING.
3. NO FEE OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OR CONDITIONS THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.

### WARRANTIES & BONDS

1. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.
2. SEE MASTER CONTRACTOR SERVICES AGREEMENT FOR ADDITIONAL DETAILS.

### STORAGE

1. ALL MATERIALS MUST BE STORED IN A LEVEL AND DIRT FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF OTHER WORK.
2. BINS CABINETS MUST BE STORED INSIDE UNTIL THERE IS POWER ON SITE.
3. STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

### RELATED DOCUMENTS AND COORDINATION

1. GENERAL CONSTRUCTION ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED. THE CONTRACTOR MUST REFER TO ALL DRAWINGS AND COORDINATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

### CHANGE ORDER PROCEDURE

1. CHANGE ORDERS MAY BE INITIATED BY THE OWNER AND/OR THE CONTRACTOR INVOLVED. THE CONTRACTOR UPON VERBAL REQUEST FROM THE OWNER SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES TO THE CONTRACT. THE PROPOSAL SHALL BE SUBMITTED TO THE OWNER FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY CHANGES IN THE SCOPE OF WORK OR ORDER PROPOSALS. ANY CHANGES IN THE SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT A CHANGE ORDER SHALL BE AT THE CONTRACTOR'S RISK AND THE OWNER SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR.

### SHOP DRAWINGS

1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE DRAWINGS TO THE OWNER FOR APPROVAL.
2. ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO SUBMITTAL TO THE OWNER.

### PRODUCTS & SUBSTITUTIONS

1. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION IN EACH REQUEST IDENTIFY THE PRODUCT OR FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETE EXPLANATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTION.
2. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS WHICH PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS & MATERIALS TO BE SUBSTITUTED. THE SUBSTITUTION MUST BE NECESSARY BY THE OWNER SUBMIT ACTUAL SAMPLES TO THE OWNER FOR APPROVAL IN LIEU OF CUT SHEETS.

### CODE COMPLIANCE

1. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF THE FOLLOWING:

ELIATIA - 223 - F  
NATIONAL BUILDING CODE, BOCA, 1995 EDITION  
AMERICAN CONCRETE INSTITUTE (ACI), LATEST EDITION  
AMERICAN INSTITUTE OF STEEL CONSTRUCTION  
INTERNATIONAL ELECTRIC CODE (NEC)  
LIFE SAFETY CODE NFPA - 704-1991

### INSURANCE AND BONDS

1. CONTRACTOR SHALL AT THEIR OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED.
2. CONTRACTOR SHALL NOT COME WITH THEIR WORK UNTIL THEY HAVE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE STATED ALL COVERAGE TO THE OWNER.
3. THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.
4. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.

### ADMINISTRATION

1. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THIS PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL SUBMIT TO THE OWNER PRIOR TO THE COMMENCEMENT OF ANY WORK.
2. SUBMIT A BAR TYPE PROGRESS CHART NOT MORE THAN THREE (3) MONTHS BEFORE THE COMMENCEMENT OF ANY WORK. THE CHART SHALL INDICATE THE MAJOR CATEGORY OF WORK TO BE PERFORMED AT THE SITE. PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS OF WORK. ACHIEVING COMPLETION OF THE WORK WITHIN THE ESTABLISHED SCHEDULE. THE CHART SHALL BE SUBMITTED FOR SUBSTANTIAL COMPLETION OF THE SITE.
3. PRIOR TO COMMENCING CONSTRUCTION, THE OWNER SHALL SCHEDULE AN ON-SITE MEETING WITH ALL MAJOR PARTIES. THIS MEETING SHALL INCLUDE (BUT NOT LIMITED TO) THE OWNER, PROJECT MANAGER, CONTRACTOR, LAND OWNER REPRESENTATIVE, LOCAL AGENCIES, AND ANY OTHER AFFECTED PARTIES. THE MEETING SHALL BE SUBMITTED TO THE OWNER PRIOR TO THE COMMENCEMENT OF ANY WORK.
4. CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A SATELLITE PHONE, TO BE AVAILABLE TO THE OWNER. THE OWNER, NOR WILL, UNLESS SERVICE BE ARRANGED.
5. DURING CONSTRUCTION, CONTRACTOR MUST ENSURE THAT ALL MATERIALS AND EQUIPMENT ARE PROPERLY STORED AND MAINTAINED. THE CONTRACTOR WILL COMPLY WITH ALL "MOBILE SAFETY" REQUIREMENTS IN THEIR AGREEMENT.
6. PROVIDE WRITTEN DAILY UPDATES AND PHOTOGRAPHS ON SITE PROGRESS TO THE PROJECT MANAGER VIA E-MAIL.
7. A COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.
8. NOTIFY THE OWNER / PROJECT MANAGER IN WRITING NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENTS.
9. CLOSURE PACKAGE IS ONE COMPLETE WITH DETAILED TOP PHOTOS UPON SITE PUNCHWALK WITH PROJECT MANAGER (SEE PROJECT MANAGER FOR SAMPLE CLOSURE PACKAGE).

### CLEAN UP

1. THE CONTRACTOR SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR WORK. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE BUILDING AREA, INCLUDING ALL THEIR TOOLS, SCRAPFOLDING AND SURPLUS MATERIALS AND SHALL LEAVE THEIR WORK CLEAN AND READY FOR USE.
2. VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, BRIDGES & OTHER FOREIGN MATTER.
3. REMOVE ALL TRACES OF SPILLED MATERIALS FROM ADJACENT SURFACES.
4. IT IS NECESSARY TO ACHIEVE A MINOR DEGREE OF CLEANLINESS, HIDE DOWN THE EXTERIOR OF THE STRUCTURE.

**T-Mobile**

6550 West 89th Ave.  
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Fax: (781) 444-5501

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**Fullerton  
Engineering  
Consultants, Inc.**  
9700 N. Higgins Rd, Suite 600  
Rosemont, Illinois 60018  
Tel: 847-752-0000  
Fax: 847-752-0005

PREPARED BY: AG

CHECKED BY: AG

APPROVED BY: NFB

#	DATE	REVISIONS
1	10/09	PERMIT/CONSTRUCTION
2		
3		
4		
5		

DATE SIGNED: 10/10/09

SITE NAME  
**HOMELAND  
WATER TANK**

SITE NUMBER  
**CH48-639A**

SITE ADDRESS  
**10330 EVERGREEN  
HOMELAND, IL 60430**

SHEET TITLE  
**GENERAL NOTES  
& CONDITIONS**

SHEET NUMBER  
**C-3**

**T-Mobile**  
 9550 East 89th Ave.  
 Suite 100, Greenwood Village, CO 80121  
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 Fax 847-732-0085

PREPARED BY: AS	
CHECKED BY: AS	
APPROVED BY: HPS	
#	DATE
	REVISIONS
	PROJECT/CONSTRUCTION

DATE SIGNED: 11/4/95

SITE NAME <b>HOMELWOOD WATER TANK</b>
SITE ADDRESS <b>CH48-639A</b>
SITE ADDRESS <b>19395 EVERGREEN HOMELWOOD, IL 60430</b>

SHEET TITLE  
**EQUIPMENT  
LEGEND &  
NOTES**

SHEET NUMBER  
**C-4**

**EQUIPMENT LEGEND**

- NEW 110V MINI CABINET, 2000A, 1 PHASE, 30, 600V RATED WITH INTERNAL LOAD CENTER AND SURGE SUPPRESSOR (TYP. - NORTHERN TECHNOLOGIES)
- NOT USED
- NOT USED
- NOT USED
- COMMERCIAL POWER FAILURE RELAY
- HIGH TEMPERATURE ALARM SET AT 90 DEG. F. (HONEYWELL)
- LOW TEMPERATURE ALARM SET AT 40 DEG. F. (HONEYWELL)
- DOOR ALARM - TWO PIECE MAGNETIC DOOR ALARM
- SMOKE DETECTOR W/ 2 RELAYS
- ALARM COLLECTOR JUNCTION BOX
- INTERIOR LIGHT SWITCH W/ 2 HOUR TIMER
- INTERIOR LIGHT FIXTURE
- EMERGENCY LIGHT FIXTURE
- 20V DUPLEX RECEPTACLE (HUBBELL, #362 WHITE TOTAL OF 4)
- RECHARGER FULL BOX
- INTERIOR GND BAR W/ 4" INSULATED STANDOFF AND 2 AUS INSULATED DOWNLEAD
- TELEPHONE GROUND BAR
- ANTENNA CABLE SURGE SUPPRESSOR MOUNTING BRACKET ASSEMBLY
- ALARM PUNCH DOWN BLOCKS
- 20-1/2" MULTI-OUTLET CONDO REEL
- 6" STD. WIRE JUMPER FROM BOT. GRILLE TO 2 STD. WIRE FROM HTL. MOUNTING OF FAN COIL UNIT TO 2 STD. WIRE ROUTED IN CABLE TRAY
- BRAIDED DOOR JUMPER FROM HTL. FRAME TO HTL. DOOR
- 64 STD. GREEN BONDING CONDUCTOR FROM DOOR FRAME TO 2 STD. WIRE IN CABLE TRAY-PROVIDE 2-HOLE LUG AT FRAME
- 64 STD. GREEN BONDING CONDUCTOR FROM HTL. FRAME TO 2 STD. WIRE IN CABLE TRAY-PROVIDE 2-HOLE LUG AT FRAME
- AIR CONDITIONING UNIT
- HVAC CONTROLLER - BARD TEC20
- EXHAUST FAN - BATTERY EXHAUST FAN GRANGER AC440, 100V, 1/2 GPM
- TELEPHONE EQUIPMENT BOARD 4-0741-074141 FINE RETARDANT TREATED TYPE AC PLTWOOD-PAINIT WITH ONE COAT FIRE PAINT, FLAME CRETE NO. 509, WHITE
- NOT USED
- 3"-6"x1'-0" INSULATED METAL DOOR
- FIRE EXTINGUISHER WITH WALL MOUNTING BRACKET (MIL CARBON DIOXIDE CHARGED)
- EXTERIOR LIGHT FIXTURE WITH MOTION DETECTOR

**EQUIPMENT LEGEND**

- 1" NEW 110V MINI CABINET, 2000A, 1 PHASE, 30, 600V RATED WITH INTERNAL LOAD CENTER AND SURGE SUPPRESSOR (TYP. - NORTHERN TECHNOLOGIES)
- NOT USED
- NOT USED
- NOT USED
- COMMERCIAL POWER FAILURE RELAY
- HIGH TEMPERATURE ALARM SET AT 90 DEG. F. (HONEYWELL)
- LOW TEMPERATURE ALARM SET AT 40 DEG. F. (HONEYWELL)
- DOOR ALARM - TWO PIECE MAGNETIC DOOR ALARM
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- NOT USED
- 3"-6"x1'-0" INSULATED METAL DOOR
- FIRE EXTINGUISHER WITH WALL MOUNTING BRACKET (MIL CARBON DIOXIDE CHARGED)
- EXTERIOR LIGHT FIXTURE WITH MOTION DETECTOR

**EQUIPMENT ROOM GROUNTING NOTES**

- 1) ALL CUT ENDS OF CABLE LADDER TO BE FILED SMOOTH AND PAINTED WITH MATCHING COLOR.
- 2) BOTTOM OF CABLE LADDER TO BE 1'-6" AFF. UNLESS NOTED OTHERWISE.
- 3) CORNER BRACKETS TO BE ON THE OUTSIDE UNLESS THE LADDER RUNGS INTERFERE IN WHICH CASE THEY MAY BE ON THE INSIDE.
- 4) CABLE LADDER RUNGS ARE TO BE ON THE TOP OF HORIZONTAL LADDER AND AWAY FROM ADJACENT BATTERY ON VERTICAL LADDERS.
- 5) NITS TO BE ON THE BOTTOM OF ASSEMBLY OR TOWARDS WALL.
- 6) ALL CABLE MOUNTING HARDWARE SHALL BE ZINC PLATED.
- 7) ENDS OF ALL THREADED RODS SHALL HAVE PLASTIC COVERS.
- 8) CABLE LADDERS AND HARDWARE ARE BASED ON NEWTON INSTRUMENTS CO. INC. OR EQUIVALENT FACTORY MANUFACTURED BY CENTRAL STEEL INC. OR BANDERS ARE ACCEPTABLE - TRAY AND HARDWARE SHALL ALL BE OF THE SAME MANUFACTURER.
- 9) ALL CABLE LADDER RUNGS SHALL HAVE TUBULAR STRENGTHENERS WITH CHANNEL RINGS AT 8'-0" OC.
- 1) HALO GROUND SHALL BE 1/2 AUS STRANDED GREEN COPPER WIRE.
- 2) VERTICAL DROPS SHALL BE 30'-0" OF 2 AUS SOLID TINNED COPPER WIRE. CADWELD TO GROUND BAR.
- 3) ALL BENDS MINIMUM 8" RADIUS.
- 4) APPLY ANTI-OXIDANT COMPOUND TO ALL CONNECTIONS.
- 5) ALL GROUNDING WIRES FOR HVAC UNITS, ELECTRICAL BOXES, DOORS, CABLE TRAY JUNCTIONS ETC. SHALL BE A 1/2 AUS GREEN STRANDED COPPER WIRE AND A 2-HOLE LUG.
- 6) BARE COPPER CONDUCTORS SHALL NOT BE IN CONTACT WITH ANY DISSIPILAR MATERIAL. PLACE ON STANDOFFS IF NECESSARY TO ALLOW FOR PROPER INSTALLATION.
- 7) SHARP BENDS IN GROUNDING CONDUCTORS SHALL BE AVOIDED. 90° BENDS SHALL NOT BE USED.
- 8) ALL GROUNDING CONDUCTORS SHALL BE IDENT. AS SHORT AS POSSIBLE. THE SHORTEST PRACTICAL ROUTE SHALL BE CHOSEN WITH THE LEAST AMOUNT OF BENDS AND SPLICES. USE THIS RULE AT ALL TIMES.
- 9) ALL CONNECTIONS TO GROUND BARS SHALL BE WITH A 2-HOLE LUG UNLESS OTHERWISE SPECIFIED.
- 10) WHEN GROUNDING MORE THAN ONE PIECE OF EQUIPMENT, DO NOT USE THE EQUIPMENT AS A GROUNDING CONDUCTOR. DOUBLE STACKING OF LUGS SHALL BE USED TO GET PROUT EQUIPMENT TO EQUIPMENT.
- 11) REMOVE ALL PAINT BENEATH THE SURFACE OF GROUND LUGS.

**FINISH MATERIAL SPECIFICATIONS**

- METAL DOORS**  
 NEW 1'-0" x 7'-0" x 1'-3/4" - 18 GA. STL. FACE BMTS. INSULATED  
 NEW 1'-0" x 7'-0" x 1'-3/4" - 18 GA. STL. FACE BMTS. INSULATED  
 FIRE RATED FULL FLUSH FACED CLOSER REINFORCEMENT  
 PROVIDE CONTINUOUSLY BELDED 1/4 GA. STEEL PLATE (CECO  
 #6 SERIES), FACTORY PRIME AND FIELD PAINT.
- DOOR HARDWARE**  
 BUTTS: 1-1/2" PAIR STANLEY 9200  
 NIP 74-10320 - 1/4" x 1/4"  
 CLOSER: LCN 4441-0154  
 LOCKSET: LCN 4441-0154  
 THRESHOLD: LEVER HANDLE AND BEST CORE  
 LOCK GUARD: GLTAN-JOHNSON LPS  
 DOOR VIEWER: DOOR 8PT, D0-4
- PAINTING SPECIFICATIONS**  
 PRIMER: ONE COAT BENJAMIN MOORE REGAL  
 INTERIOR LATEX PRIMER 216  
 COLOR WHITE, 12 MIL DFT/COAT  
 FINISH: TWO COATS BENJAMIN MOORE REGAL  
 AQUAVELVET 915 EGGSHELL  
 COLOR WHITE, 22 MIL DFT/COAT  
 HTL. FINISH: ONE COAT BENJAMIN MOORE IRONCLAD  
 COLOR WHITE, 12 MIL DFT/COAT  
 HTL. FINISH: TWO COATS BENJAMIN MOORE IRONCLAD  
 INTERVEX BUTTEL 909  
 COLOR GREY, 22 MIL DFT/COAT
- COMPOSITION TILE**  
 12" x 12" x 1/2" VNTL. COMPOSITION TILE ARTISTONS 9099 -  
 SURFACE PREF PER MFR. SPEC. - COLOR WHITE.  
 VENTIL. BASE  
 4" COVERED, CONTINUOUS ON ALL INTERIOR WALLS-ARTISTONS,  
 COLOR BLACK.

**EQUIPMENT ROOM GROUNTING NOTES**

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- 7) ENDS OF ALL THREADED RODS SHALL HAVE PLASTIC COVERS.
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- 11) REMOVE ALL PAINT BENEATH THE SURFACE OF GROUND LUGS.





APPROVED BY: HMB

#	DATE	REVISIONS
	11/4/99	PERMIT/CONSTRUCTION

DATE SIGNED: 11/4/03

SITE NUMBER

100

**SHEET TITLE**

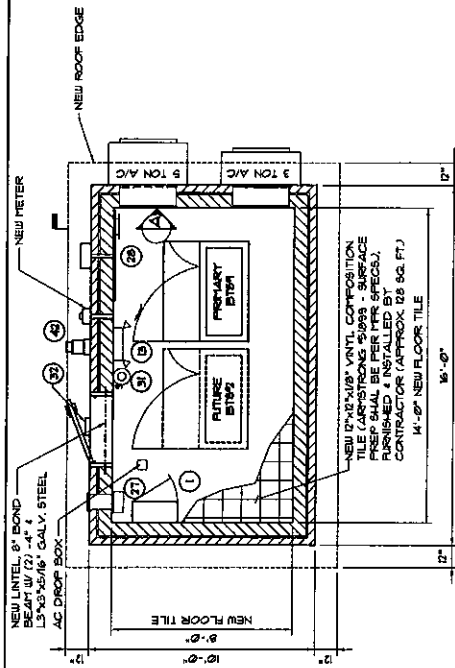
## SHELTER DETAILS

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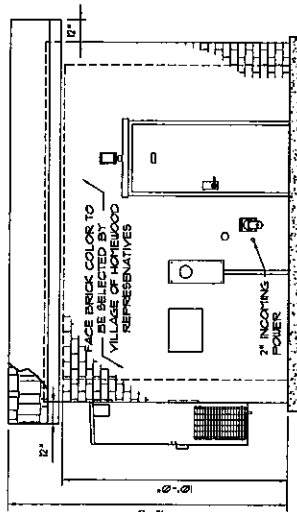
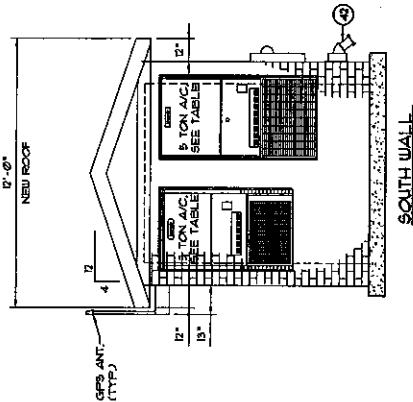
ॐ

REFRIGERATION SCHEDULE											
UNIT NO.	NUMBER OF COMPRESSORS	LOC. OF COMPRESSOR	REF. REFRIGERANT	USE OF REFRIGERANT MANUFACT.	TYPE	MODEL	CAPACITY TONS	CAPACITY HP	REPT. OR WATER COOLING	AS OR NOT AS CONTROLLED	
	1	EXTERIOR	R-22	A35	BAND	ECONOMIZER	MULTI-WAREHOUSE	36	56	LOW AMBIENT CONTROL	AIR
	1	EXTERIOR	R-22	T35	BAND	ECONOMIZER	MULTI-WAREHOUSE	56	101	AIR AMBIENT CONTROL	AIR

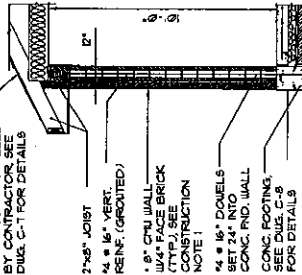
1. ALL EXPANSION VALVES, DEVICES AND CONNECTORS TO BE REMOVED FROM THE AIR STREAM.
2. SAFETY VALVE TO BE LOCATED ON THE HIGH SIDE OF THE SYSTEM, UPSTREAM FROM ANY SHUT OFF VALVES.
3. ALL PIPING TO BE TYPE "K" COPPER.
4. ALL JOINTS TO BE BRAZED.



**FLOOR PLAN**  
SCALE: N.T.S.



## EAST WALL



**SECTION A**  
SCALE: NTS

**CONSTRUCTION NOTES:**

1. NEW MARY WALL CONSTRUCTION - 9" CONCRETE MASONRY UNIT (CMU) W/ 4" REIN. AT 1'-4" O.C. - GROUT SOLID WHERE INDICATED. 2" RIGID INSULATION IN AIR SPACE.
2. ALL PENETRATIONS IN BUILDING ENVELOPE ARE SEALED: WINDOWS AND DOORS WILL BE CAULKED, WEATHER-STRIPPED, OR GASKETED.

## EQUIPMENT SHELTER DETAILS

**T-Mobile**

6550 West 89th Place  
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Fax: (773) 444-5521

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Fax 847-730-0705

PREPARED BY: AS

CHECKED BY: AS

APPROVED BY: MFB

#	DATE	REVISIONS
1		PERMIT/CONSTRUCTION
2		
3		
4		
5		
6		
7		
8		
9		
10		

DATE SIGNED: 8/14/05

SITE NAME  
**HOMEWOOD  
WATER TANK**

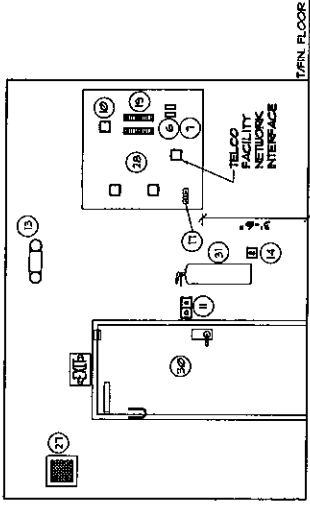
SITE NUMBER  
**CH48-639A**

SITE ADDRESS  
**18385 EVERGREEN  
HOMEWOOD, IL 60430**

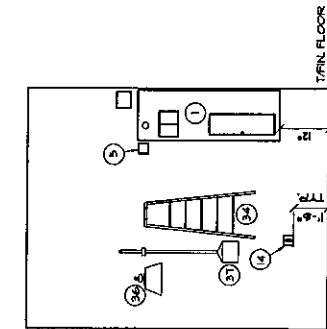
SHEET TITLE  
**SHELTER  
WALL  
ELEVATIONS**

SHEET NUMBER

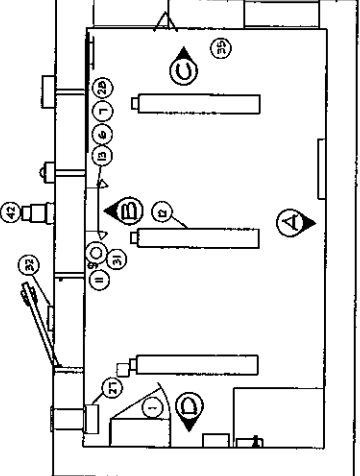
**C-6**



WALL "B"



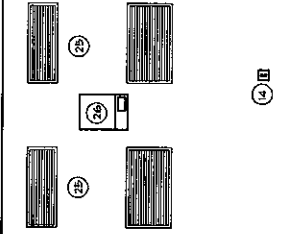
WALL "D"



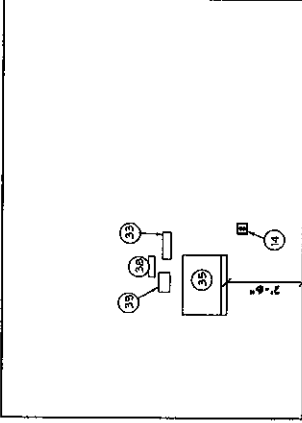
PLAN

TELCO FLOOR

WALL "C"



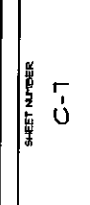
NOTE:  
NEW EQUIPMENT CABINETS  
OMITTED FOR CLARITY



WALL "A"

SHELTER PLAN & WALL ELEVATIONS

SCALE: 1/2" = 1'-0"



3 SECTION A  
SCALE: 3/8" = 1'-0"





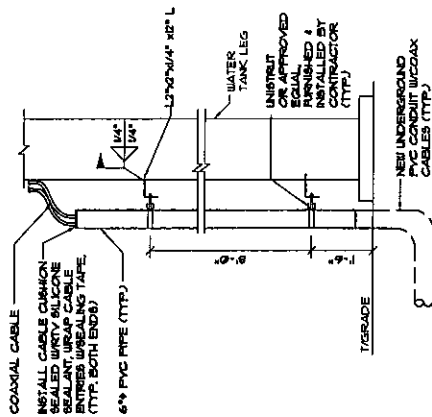
# GENERAL NOTES:

## HEALTH AND SAFETY

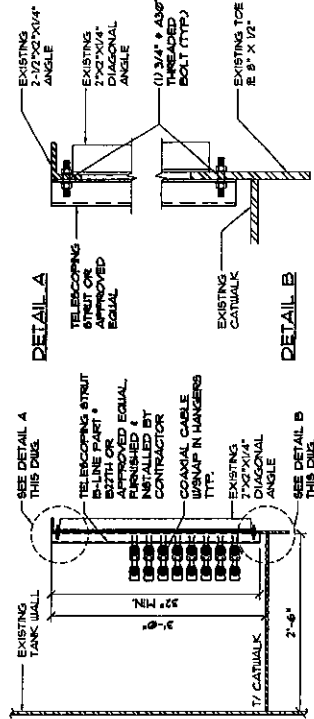
CONTRACTOR SHALL PROVIDE ALL SAFETY EQUIPMENT AND ALL PROTECTION TO INSURE THE SAFETY OF ALL PERSONNEL DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT.

## GENERAL WELDING & PAINTING NOTES

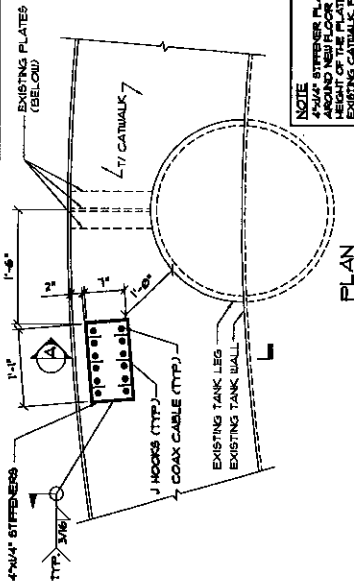
1. ALL WELDING SHALL BE IN ACCORDANCE WITH AWS D10.9, SEC. 5, WELDING, SEC. 10, INSPECTION AND SEC. 11, INSPECTION AND TESTING.
2. ALL WELDS TO THE TANK SURFACE SHALL BE MADE WITH E7018 LOW HYDROGEN ROD AND SHALL BE PROTECTED WITH AN ANODE CATHODIC PROTECTION SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT.
3. NO WELDING SHALL BE DONE WHEN THE AMBIENT TEMPERATURE IS BELOW 31 DEGREE FAHRENHEIT UNLESS THE REQUIREMENTS OF AWS D10.9, SEC. 10.2 ARE FOLLOWED.
4. WELDING SHALL BE DONE IN A MANNER THAT CAUSES MINIMUM DISTURBANCE TO THE TANK SURFACES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT.
5. GALVANIZED COMPONENTS SHALL NOT BE WELDED DIRECTLY TO THE TANK SURFACE.
6. ALL WELDS IN THE TANK AND STRUCTURAL ATTACHMENTS SHALL BE MADE IN A MANNER THAT MINIMIZES THE GENERATION OF METAL SPARKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT.
7. ALL WELDS FOR ANTENNA INSTALLATION SHALL BE SEAL WELDS.
8. CONTRACTOR SHALL REPAIR ALL DAMAGED PAINT AREAS OF TANK DUE TO CUTTING, WELDING AND GRINDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT.
9. CONTRACTOR SHALL REMOVE ALL METAL FLAKES IMMEDIATELY. DAMAGED PAINT SURFACES SHOULD BE REPAIRED PRIOR TO WORK BEING DONE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT.



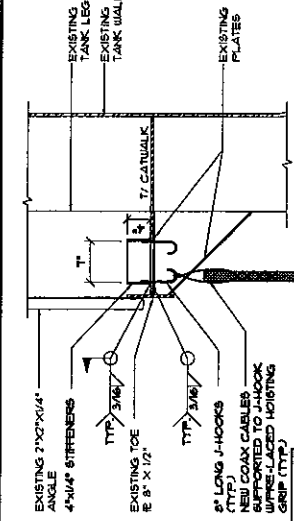
1 COAX CABLES SUPPORT ALONG WATER TANK LEG NTS



2 CABLE SUPPORT & HANDRAIL NTS



3 PENETRATION & CATWALK NTS



SECTION A-A

PLAN

NOTE: PENETRATION PLATES TO BE INSTALLED AROUND NEW PIPING PENETRATIONS AND BRIDGE HEIGHT OF THE PLATES TO BE ABOVE THE EXISTING CATWALK PER OSHA REQUIREMENTS.

**TF-Mobile**

8850 West Bryn Mawr Ave.  
Suite 1000 Chicago, IL 60643  
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Fax: (773) 444-5521  
We conduct all work in accordance with the contract and specifications. We are not responsible for any errors or omissions in the drawings, specifications or contract documents.



**Fullerton Engineering Consultants, Inc.**  
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Rosemont, Illinois 60018  
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Fax: 847-291-0005

PREPARED BY: AG

CHECKED BY: AB

APPROVED BY: HPS

#	DATE	REVISIONS
1	10/14/05	PERMIT/CONSTRUCTION

DATE SIGNED: 10/14/05

SITE NAME  
**HOTELWOOD WATER TANK**

SITE NUMBER  
**CH48-639A**

SITE ADDRESS  
**18335 EVERGREEN  
HOTELWOOD, IL 60439**

SHEET TITLE  
**SITE DETAILS**

SHEET NUMBER  
**C-10**



6550 West Bryn Mawr Ave.  
Suite 500, Chicago, IL 60631  
Phone: (773) 444-3839  
Fax: (773) 444-3832

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Fullerton  
Engineering  
Consultants, Inc.  
9100 W. Higgins Rd., Suite 800  
Rosemont, Illinois 60018  
Tel. 847-238-0200  
Fax 847-238-0205

PREPARED BY: AG

CHECKED BY: AG

APPROVED BY: HFB

#	DATE	REVISIONS
1	11/11/09	FOR INFORMATION
2		
3		
4		
5		

DATE SIGNED: 11/11/09

SITE NAME  
HONEYWOOD  
WATER TANK

SITE NUMBER  
CH48-639A

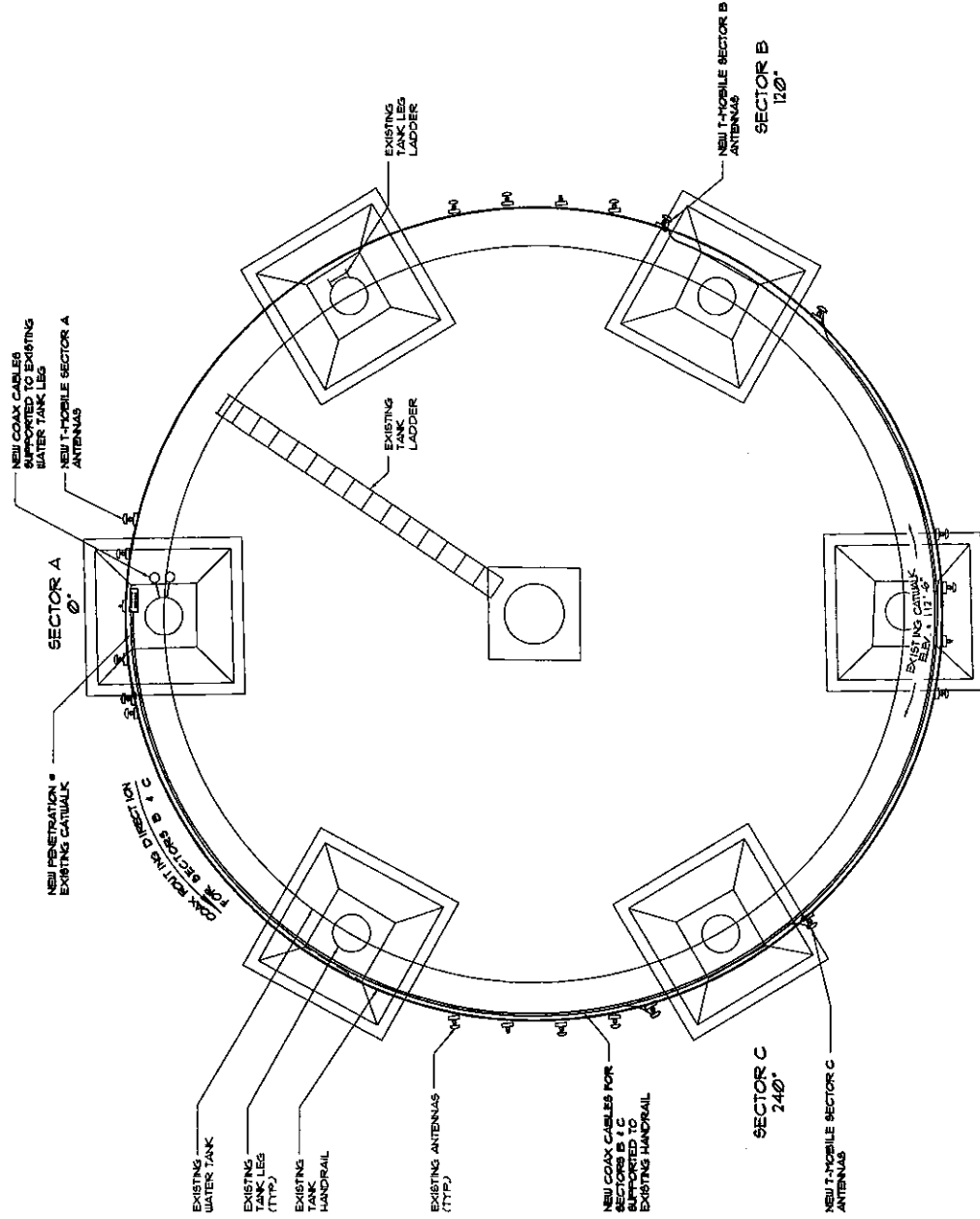
SITE ADDRESS  
18355 EVERGREEN  
HONEYWOOD, IL 60439

SHEET TITLE

COAX CABLE  
ROUTING & CATWALK

SHEET NUMBER

C-11



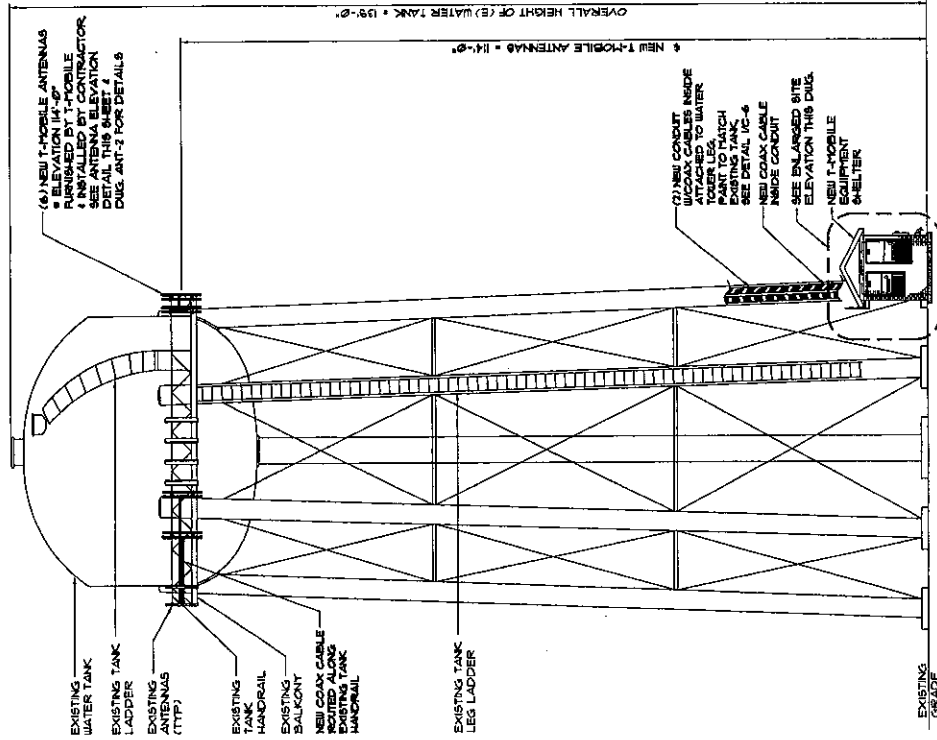
COAX CABLE ROUTING & CATWALK  
N.T.S.

# ANTENNA NOTES:

- 1- THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
- 2- CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH T-MOBILE PROJECT MANAGER.
- 3- ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.

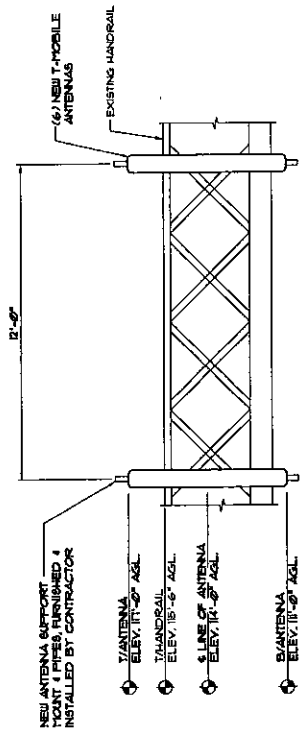
# STRUCTURAL NOTES:

- 1- STRUCTURAL CALCULATION PREPARED BY FULLERTON ENGINEERING CONSULTANTS, INC. DATED AUGUST 11, 2008. CONTRACTOR TO VERIFY WITH T-MOBILE PROJECT MANAGER TO OBTAIN A COPY.
- 2- CONTRACTOR TO REFER TO STRUCTURAL CALCULATION FOR ALL LOADS. NO ERECTION OR MODIFICATION OF TANK SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.



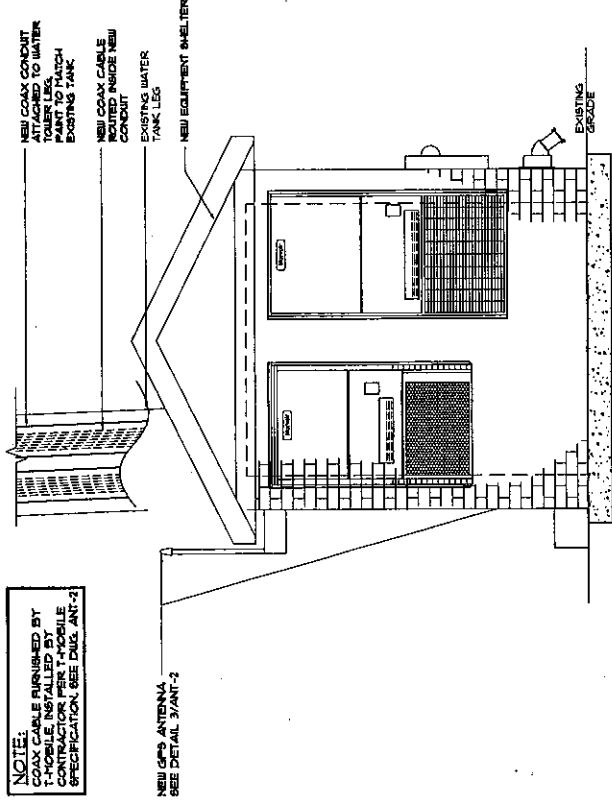
1 SITE ELEVATION  
NTS

- NOTES:
- 1) ALL ANTENNAS, COAX CABLES, MOUNTS AND ANTENNAS BRACKETS SHALL BE PAINTED TO MATCH WATER TANK EXTERIOR FINISHES.
  - 2) PRIOR TO CONSTRUCTION CONTRACTOR SHALL NOTIFY T-MOBILE REPRESENTATIVE OF CONSTRUCTION SCHEDULE.
- CONTACT: JOE HOBAN  
COMPANY: DIXON ENGINEERING  
TEL: 414-423-3400



2 ELEVATION DETAIL  
NTS

- NOTE:
- COAX CABLE FURNISHED BY T-MOBILE. CONTRACTOR SHALL FOLLOW T-MOBILE SPECIFICATION SEE DUG. ANT-2.



3 TYPICAL ELEVATION  
NTS

**T-Mobile**

8550 West Bryn Mawr Ave.  
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Fax: 773-444-3333

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**Fullerton Engineering Consultants, Inc.**

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PREPARED BY: AG  
CHECKED BY: AB  
APPROVED BY: HFB

#	DATE	REVISIONS
1	11/14/08	PERMIT/CONSTRUCTION

DATE SIGNED: 11/14/08

SITE NAME:  
**HOMEWOOD WATER TANK**

SITE NUMBER:  
**CH48-639A**

SITE ADDRESS:  
**1838 EVERGREEN HOMEWOOD, IL 60430**

SHEET TITLE:  
**SITE ELEVATION & ANTENNA DETAILS**

SHEET NUMBER:  
**ANT-1**



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Suite 100, Chicago, IL 60631  
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Fax: (773) 444-5521



**Fullerton  
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Consultants, Inc.**



5700 W. Higgins Rd., Suite 800  
Rosemont, Illinois 60018  
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Fax 847-292-0205

**PREPARED BY: A-3**

DATE RECEIVED

RECEIVED BY: AB

DATE SKANED: 11/4/03

SITE NAME  
HOMERWOOD  
WATERS TANK

SITE NUMBER  
CH48-639A

**SITE ADDRESS**  
10355 EVERGREEN  
HOMELAND, IL 60430

SHEET TITLE ANTENNA / COAX DETAILS

ANT-2

ANTENNA SCHEDULE					
SECTOR	A	B	C		
INITIAL ANTENNAS PER SECTOR	2	2	2		
FINAL ANTENNAS PER SECTOR	0	0	0		
ANTENNA PFR	B7S	B7S	B7S	B7S	
ANTENNA MODEL No.	R95A-R-870P 670P	R95A-R-870P 670P	R95A-R-870P 670P	R95A-R-870P 670P	
ASPHTH	6"	6"	10"	140"	
ELECTRICAL POINT/LT	2'	2'	2'	2'	
Mechanical Point/LT	6'	6'	6'	6'	
POINT/LT BRACKET Model No.	POINT/LT BRACKET	POINT/LT BRACKET	POINT/LT BRACKET	POINT/LT BRACKET	

COAX SCHEDULE			
SECTOR	FUNCTION	DWITTER	LENGTH
A	10A JIFFER	127 +	3'-0"
	10A JIFFER	127 +	3'-0"
	10A JIFFER (BEGIT 02550)	127 +	6'-0"
	ANTENNA JIFFER	127 +	6'-0"
B	10B COAX	168 +	145'-0"
	10B JIFFER	127 +	8'-0"
	10B JIFFER (BEGIT 02550)	127 +	3'-0"
	10B JIFFER	127 +	6'-0"
C	10C COAX	127 +	169'-0"
	10C JIFFER	127 +	8'-0"
	10C JIFFER (BEGIT 02550)	127 +	3'-0"
	10C JIFFER	127 +	6'-0"
FIELD FABRICATE B15 JIFFERS	ANTENNA JIFFER	127 +	6'-0"
	10E COAX	168 +	245'-0"
	10E JIFFER	127 +	8'-0"

[illegible]

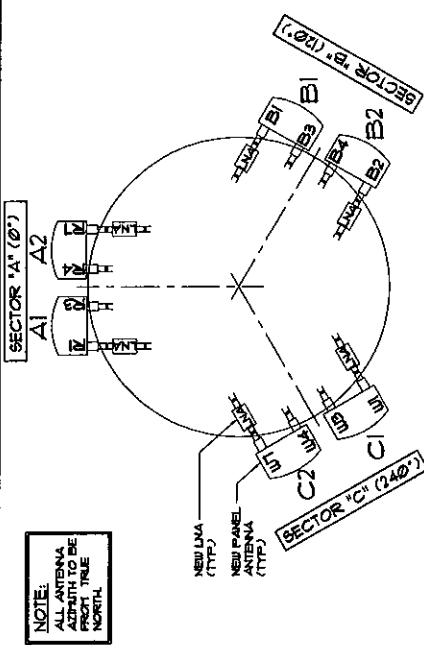
**NOTES:**

1. LABEL EACH ANTENNA FRONT & BACK W/ BLACK LETTERING AS SHOWN IN ANTENNA PLATFORM ELEVATION. LETTERSET BRAND, 3" HIGH, OUT-DOOR LETTERING OR APPROVED EQUAL TO BE USED. LETTERING TO BE VISIBLE FROM GROUND USING BINOCULARS.

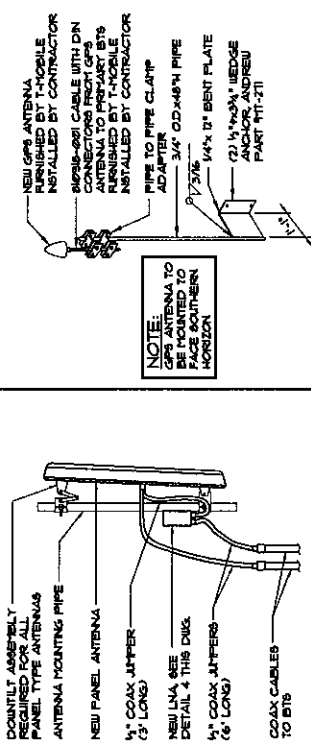
2. CONTRACTOR TO VERIFY W/ MOBILE RE ENGINEER ANTENNA TYPE, SIGNAL APERTURE, AND DOWNTIME SERVICES TO INSTALLATION.

MAIN COAX COLOR CODE SCHEDULE				* OF RINGS COLOR
SECTOR	FUNCTION	REFERENCE	ANTENNA	
A	TX/RX MAIN	MAIN	A1	1 RED
	TX/RX DIVERSITY	SECONDARY	A2	2 RED
	TX3	RESERVE	A3	3 RED
	TX4	RESERVE	A4	4 RED
B	TX/RX MAIN	MAIN	B1	1 BLUE
	TX/RX DIVERSITY	SECONDARY	B2	2 BLUE
	TX3	RESERVE	B3	3 BLUE
	TX4	RESERVE	B4	4 BLUE

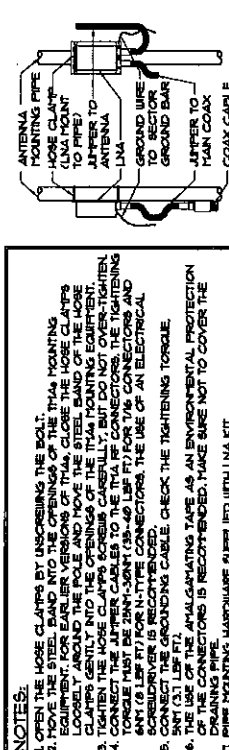
**NOTES:**  
1 COAX CABLE AND JUNCTIONS SHALL BE MARKED AT BOTH THE TOP AND THE BOTTOM, 10" FROM EACH END.  
2 TAPE RINGS MUST BE VISIBLE (WITH BINOCULARS) FROM GROUND AND BE COLORED IN ACCORDANCE WITH THE ABOVE TABLE.



## 1 ANTENNA ORIENTATION PLAN



### GPS ANTENNA DETAIL

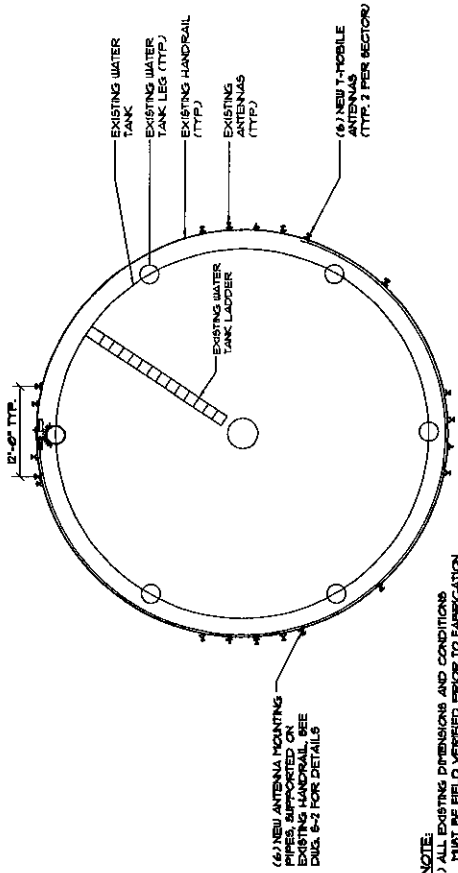


## LNA MOUNTING DETAIL &amp; NOTES

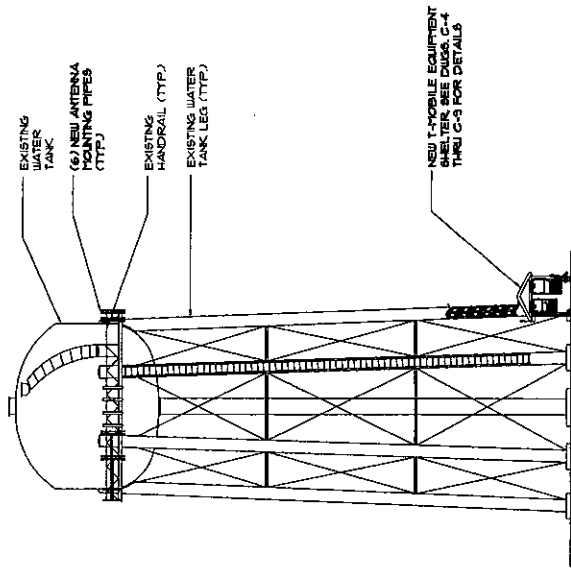
## ANTENNA SPECIFICATION & NOTES

# STRUCTURAL GENERAL NOTES

- 1.0 APPLICABLE CODES
- 1.1 DESIGN REQUIREMENTS PER BOCA BUILDING CODE 1999 EDITION.
- 2.0 DESIGN LOADS
- 2.1 EQUIPMENT DEAD LOAD: 1.3 CUBIC FEET • 132 LBS • 364.6 LBS.
- 2.2 ANTENNA SIZE: 12" x 12" x 4"
- 2.3 LIVE LOAD: SNOW - 25 PSF
- 2.4 WIND WIND SPEED: - 80 MPH
- 2.5 WATER TANK HEIGHT: 18'-0" AGL
- 2.6 HEIGHT TO CENTER OF ANTENNA: 14'-0" AGL
- 3.0 GENERAL NOTES
- 3.1 STRUCTURAL DRAWINGS ARE INTENDED TO BE USED WITH ARCHITECTURAL DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE REQUIREMENTS OF ALL DRAWINGS INTO THEIR SHOP DRAWINGS AND WORK. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ENGINEER REVIEW.
- 3.2 NO CHANGE IN SIZE OR DIMENSION OF STRUCTURAL MEMBERS SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE WRITTEN APPROVAL OF THE ENGINEER PRIOR TO THE CONSTRUCTION OF THE FRAMING AT THE TIME THE LOADS ARE IMPOSED.
- 3.3 THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR SHALL FURNISH ALL TEMPORARY BRACINGS AND/OR SUPPORTS REQUIRED AS THE RESULT OF THE CONTRACTOR'S CONSTRUCTION METHODS AND/OR SEQUENCES.
- 3.4 DO NOT SCALE THESE DRAWINGS, USE DIMENSIONS.
- 3.5 THE CONTRACTOR SHALL INQUIRE THE ENGINEER IN WRITING OF ANY DEVIATION FROM THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL NOT BE RELIEVED OF THE RESPONSIBILITY OF OBTAINING THE WRITTEN APPROVAL OF THE ENGINEER PRIOR TO THE CONSTRUCTION OF THE FRAMING AT THE TIME THE LOADS ARE IMPOSED. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, PRODUCT DATA ETC. UNLESS THE CONTRACTOR HAS SPECIFICALLY INFORMED THE ENGINEER OF SUCH DEVIATION AT THE TIME OF SUBMISSION, AND THE ENGINEER HAS GIVEN WRITTEN APPROVAL TO THE SPECIFIC DEVIATION.
- 3.6 ALL THINGS WHICH IN THE OPINION OF THE CONTRACTOR, APPEAR TO BE DEFICIENCIES, OMISSIONS, CONTRADICTIONS AND AMBIGUITIES IN THE PLANS AND SPECIFICATIONS SHALL BE CORRECTED OR INTERPRETED IN THE INTEREST OF THE ALLEGED DEFICIENCY, OMISSION, CONTRADICTION OR AMBIGUITY WILL BE MADE BY THE ENGINEER BEFORE THE AFFECTED WORK PROCEEDS.
- 4.0 STRUCTURAL STEEL NOTES
- 4.1 ALL STRUCTURAL STEEL WORK SHALL CONFORM TO THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, LATEST EDITION, THE AISC CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS, LATEST EDITION, THE AISC CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS, LATEST EDITION.
- 4.2 ALL STRUCTURAL STEEL SHALL BE A36 STEEL, UNLESS OTHERWISE NOTED.
- 4.3 ALL BOLTS OTHER THAN ANCHOR BOLTS, NUTS AND WASHERS SHALL CONFORM TO A307 GRADE B. PIPES SHALL CONFORM TO A53 TYPE E OR S. ANCHOR BOLTS SHALL CONFORM TO A307 OR A307B.
- 4.4 ALL WELDING SHALL BE DONE BY QUALIFIED WELDERS AND SHALL CONFORM TO AISC WELDING CODE, LATEST EDITION. ALL WELDING ELECTRODES SHALL BE E70XX.
- 4.5 THERE SHALL BE NO FIELD CUTTING OF STRUCTURAL STEEL MEMBERS FOR THE WORK OF OTHER TRADES WITHOUT THE PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.
- 4.6 ALL STRUCTURAL STEEL SHALL BE GALVANIZED OR GALVANIZED SURFACES. GALVANIZED SURFACES SHALL BE CAPABLE OF SUPPORTING INDICATED LOADS. USE STANDARD JOISTS AND CLIPS FOR ATTACHING ANCHOR BOLTS. CLIP FASTENERS SHALL BE A307 GRADE B WITH MIN. THICKNESS OF 1/4 GA. SELF TAPPING GRATING FASTENERS BOLTS MIN. THICKNESS OF 1/4 GA. SELF TAPPING GRATING FASTENERS BOLTS SHALL BE STAINLESS STEEL PER A307 TYPE 430.
- 4.7 GUANO MALLS, LADDERS/STAIRS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CHINA AND LOCAL REQUIREMENTS.
- 4.8 A ALL STEEL SHALL BE NOT DIPPED GALVANIZED.
- 4.9 FIELD TOUCH UP ALL PAINTED AND GALVANIZED SURFACES.
- 4.10 GALVANIZED SURFACES SHALL BE PROVIDED WITH AT LEAST ONE HALF OF THE UNIFORM LOAD CAPACITY OF THE BEAM WITH THE ASSUMPTION OF FULLY BRACED COMPRESSIVE FLANGE.
- 4.11 THE DEPTH OF A SIMPLE BEAR CONNECTION SHALL NOT BE LESS THAN ONE HALF OF THE NOMINAL DEPTH OF THE BEAM, THE MINIMUM NUMBER OF BOLTS PER CONNECTION SHALL BE TWO (2).
- 4.12 ALL WELDS FOR ANTENNA INSTALLATION SHALL BE SEAL WELDS.



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



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

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Fax: 847-292-0205

PREPARED BY: AS  
CHECKED BY: AS  
APPROVED BY: HBS

#	DATE	REVISIONS
1	11/4/05	PERMIT/CONSTRUCTION

DATE EXCISED: 11/4/05

SITE NAME  
**HOMEWOOD WATER TANK**  
SITE NUMBER  
**CH448-639A**  
SITE ADDRESS  
**18395 EVERGREEN  
HOMEWOOD, IL 60436**

SHEET TITLE  
**STRUCTURAL DETAILS & NOTES**

SHEET NUMBER  
**S-1**

**T-Mobile**

9350 West Bryn Mawr Ave.  
Suite 100, Chicago, IL 60631  
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Fax: 847-732-0005

PREPARED BY: AS

CHECKED BY: AS

APPROVED BY: HFB

#	DATE	REVISIONS
1	10/09	PERMIT/CONSTRUCTION

DATE SIGNED: 10/09

SITE NAME  
**HOMELAND  
WATER TANK**

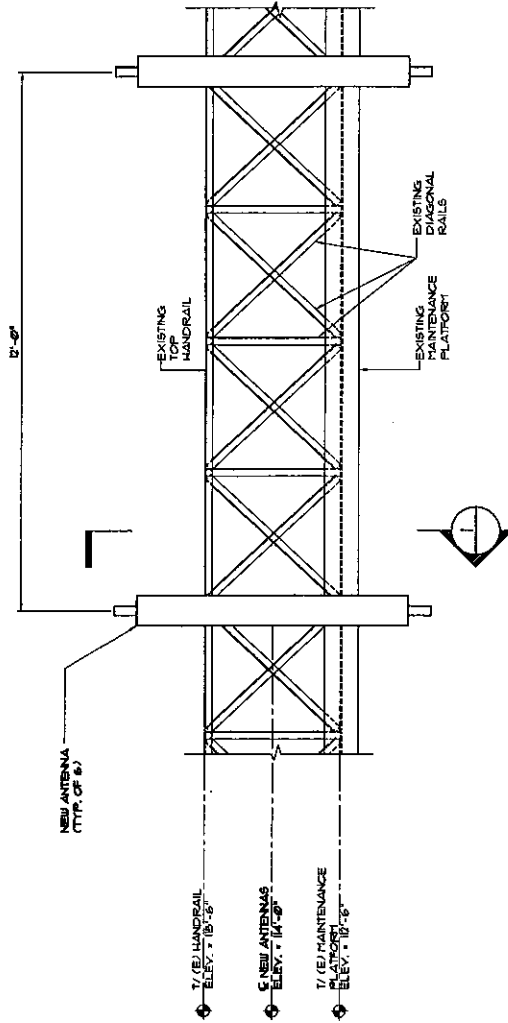
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**CH48-639A**

SITE ADDRESS  
19325 EVERGREEN  
HOMELAND, IL 60430

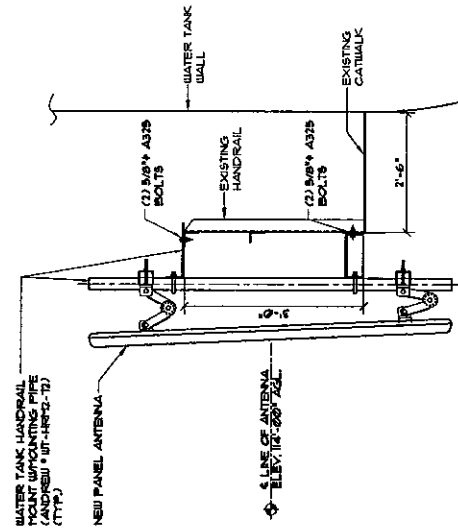
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**ANTENNA  
MOUNTING DETAILS**

SHEET NUMBER

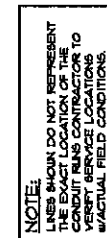
**S-2**



**1 TYPICAL SECTOR ELEVATION**  
SCALE: 1/2" = 1'-0"



**2 SECTION**  
SCALE: 1/2" = 1'-0"



# ENLARGED UTILITY SITE PLAN

5550 West Bryn Mawr Ave.  
Suite 100, Chicago, IL 60631  
Office: (773) 441-5400  
Fax: (773) 444-5271

THE CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) PRIOR TO THE START OF CONSTRUCTION.

Fullerton Engineering Consultants, Inc.  
9100 W. Higgins Rd., Suite 200  
Rosemont, Illinois 60018  
Tel: 847-733-0000  
Fax: 847-733-0005

PREPARED BY: AG  
CHECKED BY: AS  
APPROVED BY: HBS

#	DATE	REVISIONS
1	11/14/03	REVISIONS
2		REVISIONS
3		REVISIONS
4		REVISIONS
5		REVISIONS
6		REVISIONS
7		REVISIONS
8		REVISIONS
9		REVISIONS
10		REVISIONS

DATE MOVED: 11/14/03

SITE NAME: HOMEWOOD WATER TANK  
SITE NUMBER: CH48-639A  
SITE ADDRESS: 18355 EVERGREEN HOMEWOOD, IL 60436

SHEET TITLE: UTILITY DETAILS

SHEET NUMBER: E-2

NOTES:

- 1) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE PROPERTY OWNER, NECESSARY UTILITY COMPANIES FOR THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE COSTS ASSOCIATED WITH EXISTING BELOW GRADE UTILITIES.
- 2) CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF ALL POWER AND TELEPHONE LINES TO THE SITE. THE TEMPORARY POWER AND TELEPHONE LINES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
- 3) CONTRACTOR TO VERIFY LOCAL UTILITY REQUIREMENTS FOR DEPTH, SIZE AND SEPARATION OF CONDUITS PRIOR TO INSTALLATION. NOTIFY CONSTRUCTION MANAGER IMMEDIATELY OF ANY DISCREPANCIES.
- 4) CONTRACTOR TO CALL ILL. (689)-481-6033 AS NEEDED PRIOR TO EXCAVATING ANY TRENCH DEEPER THAN 4 FEET. ANY TRENCH DEEPER THAN 4 FEET SHALL BE PRIVATELY LOCATED FOR NON-PUBLIC UTILITIES.

1 JOINT UTILITY TRENCH DETAIL  
NTS

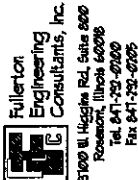
2 COAX CABLES CONDUIT TRENCH DETAIL  
NTS

3 UTILITY POST DETAIL  
NTS

4 UNDERGROUND CONDUIT SUB-UP  
NTS

SHEET NUMBER  
E-3

② ELECTRICAL NOTES

[illegible]DATE SIGNED: 11/4/05

SITE NAME <b>HOMERWOOD WATER TANK</b>	SITE NUMBER <b>CH48-639A</b>	SITE ADDRESS <b>18000 EVERGREEN HOMERWOOD, IL 60430</b>
--	---------------------------------	--

SHEET TITLE

SHEET NUMBER  
EG-1

BEFORE INSTALLING ANY ELECTRICAL WORK, THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY EXISTING SITE LOCATIONS AND CONDITIONS AND UTILITY SERVICE REQUIREMENTS OF THE JOB.

IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN ITEMS SHOWN ON THE PLANS AND/OR SPECIFICATIONS, THE MORE RESTRICTIVE NOTE, SPECIFICATION OR CODE SHALL PREVAIL.

- [illegible]

- ALL EQUIPMENT AND MATERIAL FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE (U/L) LISTED, NEW, FREE FROM DEFECTS, AND SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. SHOULD ANY TROUBLE DEVELOP DURING THIS PERIOD DUE TO FAULT WORKMANSHIP, MATERIAL OR EQUIPMENT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS & LABOR TO CORRECT THE TROUBLE WITHOUT COST TO

- ALL WORK SHALL BE EXECUTED IN A WORKMAN LIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING RELATED TO ELECTRICAL WORK, AND SHALL RESTORE ALL EXISTING LANDSCAPING, SPRINKLER SYSTEMS, CABLES, WIRING, PIPING, ETC. DAMAGED BY THE ELECTRICAL

- UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, A FALL OF POTENTIAL GROUND TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO P. CLEAN SITE OF ALL DEBRIS RESULTING FROM WORK AND LEAVE IN A COMPLETE AND UNDAZAGED CONDITION.

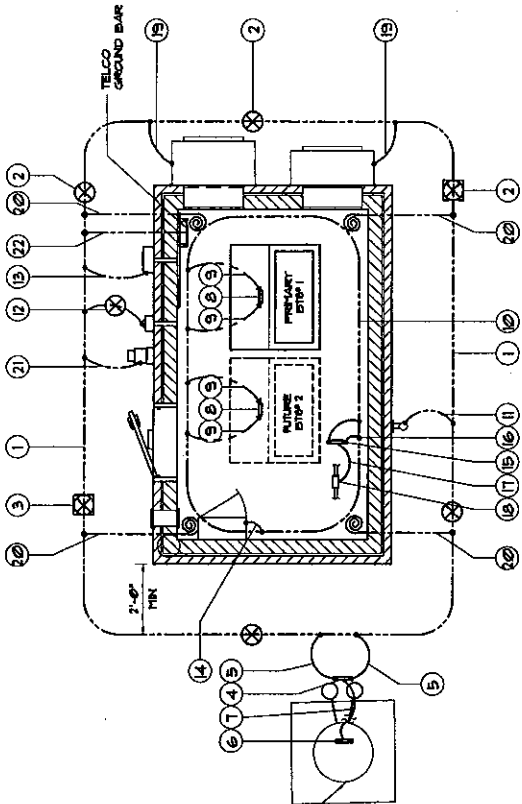
1. SERVICE EQUIPMENT SHALL HAVE A SHORT CIRCUIT RATING EQUAL TO OR EXCEEDING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL.

2. ALL ELECTRICAL EQUIPMENT SHALL BE ANCHORED TO WITHSTAND AN UNPLUGGED SPEED, EXPOSURE 2.

3. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT, IF STABLE, WEATHER PROOF, ENGRAVED PLASTIC LABELS.

4. REPAIR ANY INSTALLATION PAINT SURFACE THAT HAS BEEN DAMAGED IN THE COURSE OF INSTALLATION.

- GROUND ROOFS SHALL BE INSTALLED NOT MORE THAN 10 FOOT APART.
- GROUND ROOFS SHALL BE INSTALLED 2" MIN BELOW GRADE.
- ALL BELOW GRADE CONCRETE RINGS AND CONCRETE LEADS SHALL BE 1/2" AS BUILT, TINED BARE COPPER LINE.
- ALL BELOW GRADE CONNECTIONS SHALL BE EXOTHERMIC WELDS.
- PIPING PROVIDED BY A MANUFACTURER SHALL BE USED. ALL CONNECTIONS TO GROUND BAND SHALL BE BUNDED HYDROGARD COMPRESSION JOINTS OR TIG WELD.
- STEEL SHALL BE TO BARE METAL GALV. FINISH OR PAINT OR PRIMER TO BUILDINGS. REPAIR GALV. FINISH OR PAINT AS REQUIRED. MATCH PAINT COLOR.
- ALL LUGS CONNECTIONS SHALL BE 1/2" HOLE LONG BARREL COMPRESSION TYPE OR APPROVED EQUAL.
- ALL WASHERS TO ATTACH MECHANICAL GROUND CONNECTIONS SHALL BE WASHERS STEEL.
- ALL MECHANICAL CONNECTIONS SHALL HAVE NOAK OR MECHANICAL WELDING. ALL WELDS, APPLIED BETWEEN CONNECTIONS AND FIXTURE.



LEGEND	
—	GROUND BAR
⊗	5/8" x 10" GROUND ROD
⊙	GROUND SYSTEM TEST WELL
•	CABLED OR APPROVED CONNECTION
⌒	IN-PAVE GROUND LEAD
▲	MECHANICAL CONNECTION
---	EXISTING GROUNDING
---	NEW GROUNDING

[illegible]

## TYPICAL SITE GROUNDING PLAN









PREPARED BY: AG
CHECKED BY: AG
APPROVED BY: HFB

#	DATE	REVISIONS
	11/4/99	PERMIT/CONSTRUCTION

[illegible]

SITE NAME	SITE ADDRESS
HOMELWOOD WATER TANK	13333 EVERGREEN HOMELWOOD, IL 60430
SITE NUMBER	
CH48-639A	

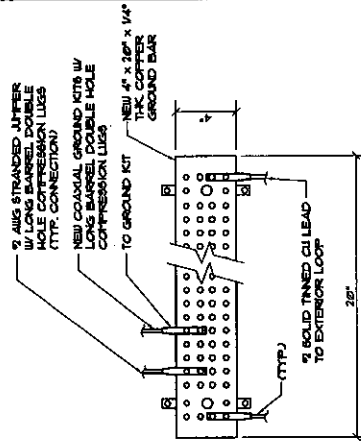
SHEET TITLE

**GROUNDING  
DETAILS**

SHEET NUMBER  
EG-3

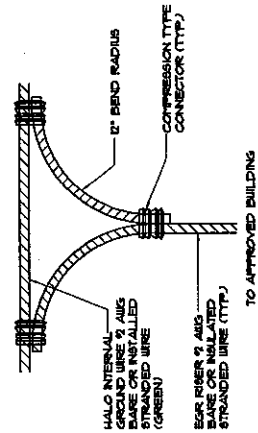


1. ALL HARDWARE SHALL BE 16-8 STAINLESS STEEL, INCLUDING WASHERS. COAT ALL SURFACES WITH ANTI-OXIDATION COMPOUND (NORM-SHIELD OR EQUAL) BEFORE MATING.
2. FOR GROUND BOND TO STEEL, ONLY, INSERT A DRAGON TOOTH WASHER BETWEEN LUG AND STEEL. COAT ALL SURFACES WITH ANTI-OXIDATION COMPOUND (NORM-SHIELD OR EQUAL) BEFORE MATING.
3. ALL HOLES SHALL BE COUNTERSUNK 1/8".



3 GROUND BAR ELEVATION

SCAF E. NTS

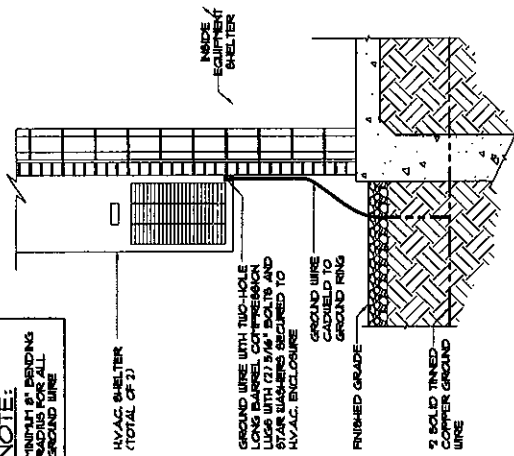


4 NON-DIRECTIONAL HALO SPLICE  
SCALE: NTS.

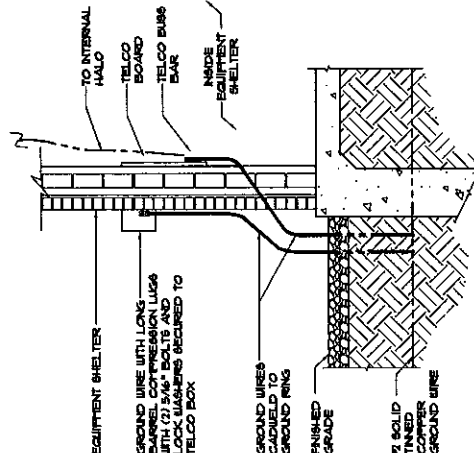
SCALES, N.T.S.



SCALE: NTS.



**NOTE:**  
MINIMUM 8" BENDING  
RADIUS FOR ALL  
GROUND WIRE

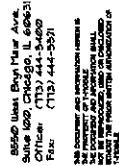


3 TYPICAL TELEPHONE SERVICE  
GROUND DETAIL SCALE: N.T.S.

**SCALE: N.T.S.**

① TYPICAL H.V.A.C. GROUNDING DETAIL  
SCALE: NTS.

SCALE: NT3.



**PREPARED BY: AG**

**CHECKED BY: AB**

APPROVED BY: HME

#	DATE	REVISIONS
	DATE	PERIT/CONSTRUCTION

DATE SIGNED: 11/20/23

SITE NAME  
HOMELWOOD  
WATER TANK

SITE NUMBER

CH48-639A

•  
•  
•  
•  
•  
•  
•  
•

SITE ADDRESS:

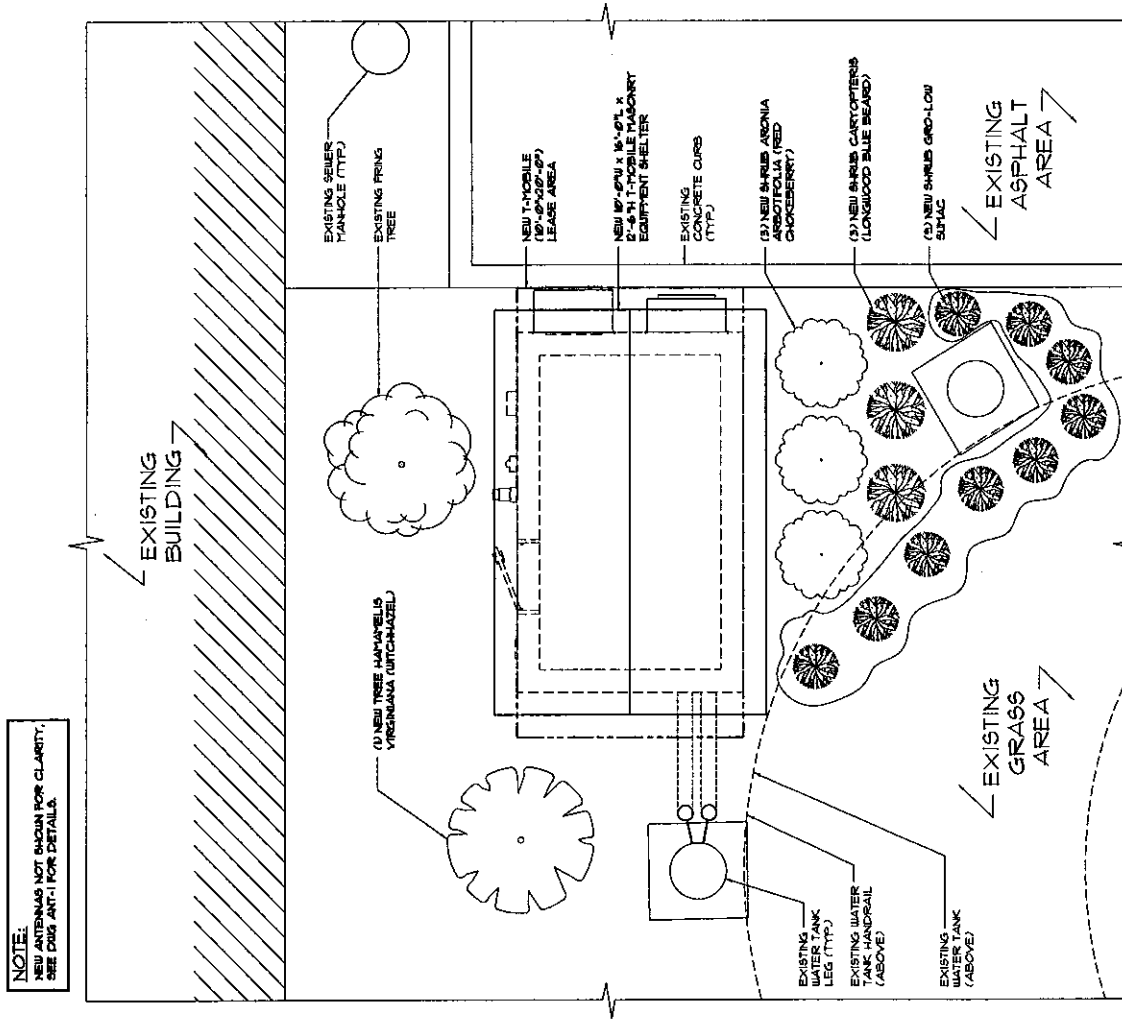
10395 EVENGREEN  
MONTICELLO, IL 60434

**SHEET TIME**

LANDSCAPING  
PLAN

**SHEET NUMBER**

17



**LANDSCAPING PLAN**  
SCALE: 3/16"=1'-0"

## LEASE AGREEMENT

### EXHIBIT C

#### MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is entered into this 8th day of November, 2005 between, VoiceStream GSM I Operating Company, a corporation dually organized and existing under the laws of the State of Delaware ("Lessee"), and the VILLAGE OF HOMEWOOD, and Illinois municipal corporation ("Lessor").

A. Lessor and Lessee have entered into a certain Lease Agreement pursuant to which Lessor leased to Lessee certain real property ("Premises") located in the County of Cook, State of Illinois, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

B. The parties desire to enter into this Memorandum of Agreement for the purpose of setting forth certain terms and conditions of the Lease; and

C. The parties have executed the lease and Lessee and Lessor now desire to execute this Memorandum to provide constructive knowledge of Lessee's lease of the Premises.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows.

1. Lease of Premises. Lessor leases to Lessee, and Lessee leases from Lessor, the Premises for a term of ten (10) years, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Commencement Date") and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ upon the terms and conditions set forth in the Lease. Lessee shall have the right to renew this Lease for three (3) additional five (5)-year terms.

2. Provisions Binding on Lessor. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns, subject to the provisions of the Lease.

3. Governing Law. This Memorandum and Lease are governed by the laws of the state of Illinois.

VILLAGE OF HOMEWOOD

By: 

Name: Richard A. Hofeld

Title: Village President

VOICESTREAM GSM I OPERATING  
COMPANY, LLC

By: 

Name: \_\_\_\_\_

Greg Cisewski  
Vice President  
Engineering & Operations-Midwest

Title: \_\_\_\_\_

**EXHIBIT D**

**VILLAGE OF HOMEWOOD MINUTES  
AUTHORIZING EXECUTION OF THIS AGREEMENT**

**VILLAGE OF HOMEWOOD  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, NOVEMBER 8, 2005  
VILLAGE HALL BOARD ROOM**

CALL TO ORDER: President Hofeld called the meeting to order at 7:32 p.m. There were 17 people in the audience and one member from the press.

PLEDGE OF ALLEGIANCE: President Hofeld led the audience in the Pledge of Allegiance.

ROLL CALL: Those responding to the Roll Call were Trustees Ray Robertson, Carol Gelman, Ralph DeWitt, Gail Bibb, and Glenn Tienstra, and President Richard Hofeld. Absent was Trustee Peggy Schultz.

INTRODUCTION OF STAFF: President Hofeld introduced the following staff that were present: Village Manager Mark Franz, Village Attorney Walter Cummings, Police Chief Larry Burnson, Director of Finance Dennis Bubenik, Director of Public Works John Schaefer and Assistant to the Village Manager Jim Marino.

MINUTES: A motion was made by Trustee Bibb, second by Trustee Tienstra, to approve the minutes of the Board of Trustees Regular Meeting held on Tuesday, October 11, 2005. *Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.*

MINUTES: A motion was made by Trustee DeWitt, second by Trustee Bibb, to approve the minutes of the Board of Trustees Regular Meeting held on Tuesday, October 25, 2005. *Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bib, and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.*

CLAIMS LIST: A motion was made by Trustee Robertson, second by Trustee Gelman, to approve the Claims List of Tuesday, November 8, 2005, in the amount of \$802,238.14. *Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.*

APPOINTMENTS: None were made.

PRESENTATIONS:

- A. MEET YOUR MERCHANTS: No one came forward.
- B. OATH OF OFFICE: Kelly Henry, newly appointed Full Time Police Officer was introduced, sworn in and greeted by the Board.
- C. RESOLUTION NO. R-1912: A motion was made by Trustee Gelman, second by Trustee Tienstra, to approve Resolution No. R-1912, a resolution honoring

William S. Webb. *Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.*

Village Clerk Campbell read the resolution honoring William S. Webb for thirty-seven years of dedicated service to the Village of Homewood. Mr. Webb was congratulated by the Board.

HEAR FROM THE AUDIENCE: Questions were answered regarding the parking in town, and the audience was informed that the same number of spaces (2) will be available for seniors.

OMNIBUS VOTE: A motion was made by Trustee DeWitt, second by Trustee Robertson, to pass, approve, accept, or award the following items "A" through "F":

A. DECLARATION OF TIF SURPLUS FUNDS:

1. ORDINANCE NO. M-1656: An ordinance declaring surplus funds in the Washington Park Tax Increment Financing District and providing for the distribution of those funds.
2. ORDINANCE NO. M-1657: An ordinance declaring surplus funds in the Central Business District Tax Increment Financing District and providing for the distribution of those funds.

B. ORDINANCE NO. M-1658/PARKING VARIANCE/JJ FISH/18226 HALSTED STREET: An ordinance granting a variance for 12 parking spaces to operate a carry-out restaurant at 18226 Halsted Street in Homewood, Cook County, Illinois.

C. T-MOBILE LEASE AGREEMENT: Authorizing the Village President to enter into a Lease Agreement between the Village of Homewood and Voicestream, d/b/a T-Mobile, to allow T-Mobile to install 6 antennas on the water tower located at the landscape and maintenance building on Pierce Avenue and construct an equipment shelter under the water tower.

D. CINGULAR LEASE AGREEMENT: Authorizing the Village President to enter into a Lease Agreement between the Village of Homewood and New Cingular Wireless to allow Cingular to install up to nine antennas on the top of the water tower located at the landscape and maintenance building on Pierce Avenue and construct an equipment shelter under the water tower.

E. IDOT 10-YEAR INTERGOVERNMENTAL MAINTENANCE AGREEMENT: Authorizing the Village President to enter into a 10-year Intergovernmental Agreement with the Illinois Department of Transportation for maintenance of State-owned roadways throughout Homewood.

F. EMERGENCY VEHICLE PRE-EMPTIVE DEVICE/175<sup>TH</sup> AND ASHLAND/LETTER OF AGREEMENT: Authorizing the President and Village Clerk to enter into a Letter of Agreement to bind the Village of Homewood and the County of Cook to installing an Emergency Vehicle Pre-emptive Device (EVPD) System

requested by the Village on the new traffic signal proposed at the intersection of Ashland Avenue at 175<sup>th</sup> Street.

Items C and D will need the final site approval of the Director of Public Works prior to approval. **Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.**

#### OLD BUSINESS

**RAIL PLATFORM CONCEPTUAL APPROVAL:** Village Manager Mark Franz led the discussion, and a motion was made By Trustee Bibb, second by Trustee Tienstra, granting conceptual approval of the Rail Platform project. **Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.**

#### NEW BUSINESS

##### HOME BASED BUSINESS/DOG DAY CARE/1438 RIDGE ROAD:

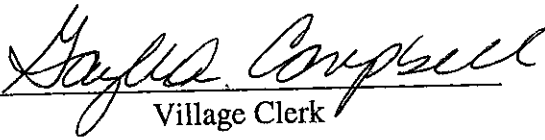
- A. **DISCUSSION:** President Hofeld began the discussion stating that he is a dog lover, but could not agree to this proposal for a dog care for thirteen dogs in a residential home. Then the request came from Debbie and Frank Alesia and they spoke of a Class II Home Based business Permit to operate a Dog Day Care Center at their home located at 1438 Ridge Road.
- B. **ORDINANCE PREPARATION:** A motion to deny the request for a Home Based Business, Class II Permit, for a Dog Day Care Center at 1438 Ridge Road was made by Trustee Dewitt, second by Trustee Robertson. **Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb, and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion was denied.**

**TAX LEVY 2005:** Director of Finance Dennis Bubenik led the discussion, and a motion was made by Trustee Tienstra, second by Trustee DeWitt, accepting the 2005 Tax Levy at an increase of 4.99%. **Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.**

**MANAGER'S REPORT:** The Manager's Report of Friday, November 4, 2005 had no additions.

**GENERAL BOARD DISCUSSION:** Trustee Tienstra expressed condolences to Chief Presnak and his family at the passing of his mother. Trustee Tienstra asked numerous questions of staff regarding the E-COM Center. He asked for clarification of the start-up costs, and projected cost savings of E-COM center. He expressed concern that information was not given in a timely manner to the Board. The Board expressed pleasure with the Rail Committee and their diligent work towards the creation of the Rail Park and viewing platform. The consensus of the Board is that the dog day care is a good idea, and a good plan; however *not* in the residential area of the Village.

ADJOURN: President Hofeld asked for a motion to adjourn, and a motion was made by Trustee DeWitt, second by Trustee Tienstra. *Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb, and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.* The meeting adjourned at 9:25 p.m.

  
Village Clerk





## Village of Homewood

2020 CHESTNUT ROAD  
HOMEWOOD, ILLINOIS 60430-1776  
708-798-3000

I hereby certify that the attached is a  
true and accurate copy of the minutes of the  
Board of Trustees Meeting of November 8, 2005,  
approved by the President and Board of Trustees  
of the Village of Homewood  
on December 13, 2005.

  
Deputy Village Clerk

LEASE AGREEMENT

EXHIBIT E

AFFIDAVIT REGARDING DELINQUENT TAXES

STATE OF ILLINOIS)

) SS

COUNTY OF COOK).

I, the undersigned affiant, being first duly sworn on oath, do hereby depose and say that I am the vice president of engineering operations for lessee, a corporation dually organized and existing under the laws of the State of Delaware ("Company") and that I am authorized to make the following representations on behalf of Company pursuant to Section 11-42.1-1 of the Illinois Municipal Code (P.A. 86-1039):

Choose One:

☒ Company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

☐ Company is delinquent in the payment of a tax or taxes administered by the Department of Revenue, but is contesting its liability for such tax or taxes or the amount of such tax or taxes in accordance with the procedures established by the appropriate Revenue Act.

☐ Company is delinquent in the payment of a tax or taxes administered by the Department of Revenue and (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and (2) is in compliance with such agreement.

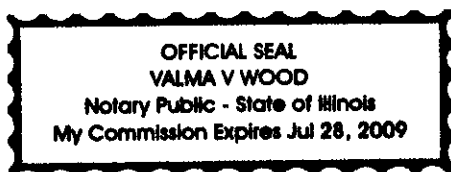
IN WITNESS WHEREOF, I have hereunto affixed my signature this 7th day of December, 2005.

Voicescreen GSM Printing, Inc., a corporation dually organized and existing under the laws of the State of Delaware ("Lessee")

By: [Signature]

Name: Greg Ciesewski

Subscribed and sworn this 7 day of Dec, 2005, before me a notary public in and for the State of Illinois and County of Cook, who hereby certifies under official seal that I am duly authorized by the laws of said state to administer oaths in said county.



[Signature]  
Notary Public

My commission expires: 7-28-09

**LEASE AGREEMENT**

**EXHIBIT F**

**METRICOM BANKRUPTCY COURT ORDER**

COPY

MURPHY SHENEMAN JULIAN & ROGERS  
A Professional Corporation  
MARGARET SHENEMAN (S.B. No. 072718)  
JOHN F. SULLIVAN (S.B. No. 175236)  
KEITH A. MCDANIELS (S.B. No. 189213)  
101 California Street, Suite 3900  
San Francisco, CA 94111  
Telephone Number: (415) 398-4700  
Facsimile Number: (415) 421-7879

FILED

JAN 24 2002

CLERK  
United States Bankruptcy Court  
San Jose, California

Reorganization Counsel for the Debtors  
METRICOM, INC.  
METRICOM FINANCE, INC.  
METRICOM INVESTMENTS DC, INC.  
METRICOM DC, L.L.C.  
METRICOM NEW YORK, L.L.C.

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

In re:

Chapter 11

METRICOM, INC., a Delaware  
corporation, and certain affiliated entities,  
METRICOM FINANCE, INC.,  
METRICOM INVESTMENTS DC, INC.,  
METRICOM DC, L.L.C. and  
METRICOM NEW YORK, L.L.C.

Jointly Administered for Administrative  
Purposes under

Case No. 01-53291-ASW

Tax I.D. # 77-0294597

Tax I.D. # 77-0529272

Tax I.D. # 77-0427605

Tax I.D. # 52-1971291

Tax I.D. # 77-0575223

Debtors.

Date: January 24, 2002

Time: 1:15 p.m.

Place: Courtroom 3035  
280 South First Street  
San Jose, California

Judge: Honorable Arthur S. Weissbrodt

ORDER APPROVING REJECTION OF LEASES AND EXECUTORY  
CONTRACTS, AUTHORIZING ABANDONMENT OF PROPERTY ON WAPs AND  
POLETOPS, AND GRANTING LIMITED RELIEF  
FROM THE AUTOMATIC STAY (Set No. 3)

MURPHY  
SHENEMAN  
JULIAN &  
ROGERS

1 On January 24, 2002, a hearing before this Court was held on the Motion For  
2 Order Approving Rejection of Leases and Executory Contracts, Authorizing Abandonment  
3 of Property on WAPs and Poletops, and Granting Limited Relief From the Automatic Stay  
4 (Set No. 3) (the "Motion"), filed herein by Metricom, Inc., Metricom Finance, Inc.,  
5 Metricom Investments DC, Inc., Metricom DC, L.L.C., and Metricom New York, L.L.C.  
6 (collectively, "Metricom"). Appearances were as noted on the record.

7 The Court having considered Motion, the supporting Declaration of Eugene  
8 Reilly and other pleadings filed herein, the objections filed or stated at the hearing, and the  
9 representations of counsel; and the Court finding that notice of the Motion was sufficient,  
10 based on the proofs of service filed herein, the appearances of objecting parties and their  
11 counsel, and representations of Metricom's counsel that all the persons and entities identified  
12 in Exhibit A attached hereto have been served with the Motion; and the Court finding that  
13 cause exists to grant the relief requested in the Motion,

14 IT IS HEREBY ORDERED that:

15 1. The Motion is approved and all objections thereto are overruled as set  
16 forth in this Order.

17 2. Effective as of January 24, 2002, Metricom is hereby authorized to  
18 reject (a) all wired access point ("WAP") leases, licenses, contracts, and agreements, (b) all  
19 right-of-way agreements ("ROWS"), franchises and poletop attachment agreements, and  
20 (c) all other agreements related to WAPs or poletop radios or access to WAP or poletop radio  
21 sites or rights of way (the "Rejected Agreements"), with respect to which Rejected  
22 Agreements the non-debtor party to the Rejected Agreement is a person or entity identified  
23 on Exhibit A hereto, or a predecessor in interest, successor in interest, assignor, or assignee  
24 thereof (collectively, the "Lessors"). The premises and property rights which are the subject  
25 of the Rejected Agreements are hereby surrendered to the Lessors effective as of January 24,  
26 2002, and Metricom shall permit access to such sites by the Lessors.

27 3. This Order does not determine or make any findings regarding:  
28 (i) whether Metricom's rejection of any of the Rejected Agreements constitutes a breach

MURPHY  
SHENEMAN  
JULIAN &  
ROGERS

A Partnership Corporation

1 thereof, (ii) whether, when, how, or the extent to which any of the Rejected Agreements may  
2 have expired or may have been terminated or rejected, (iii) whether the Motion and/or this  
3 Order may be the exercise by Metricom of its early termination rights (if any) under the  
4 Rejected Agreements; (iv) the nature and character of the Rejected Agreements, including  
5 whether any of the Rejected Agreements are real property leases, licenses, or another form of  
6 agreement, or (v) the rights and interests of any parties to the Rejected Agreements,  
7 including whether Metricom's rights in the Agreements were in the nature of real property or  
8 personal property; and Metricom, the Lessors, and all creditors and parties in interest  
9 expressly reserve these issues and all other rights, claims, and defenses.

10 4. Metricom, the Lessors, and all creditors and parties in interest in this  
11 case reserve any and all rights, claims, and defenses arising under or with respect to the  
12 Rejected Agreements, including:

- 13 a. The validity, priority, or allowance of any claim under  
14 Bankruptcy Code §§ 365, 502, and/or 503;
- 15 b. Any letter of credit or bond issued in connection with any rights  
16 or obligations under any Rejected Agreement;
- 17 c. Any security deposit Metricom paid or provided for, or any  
18 Lessor received, in connection with any rights or obligations under any Rejected Agreement;  
19 and
- 20 d. The costs and liability (if any) of dismantling, detaching,  
21 removing, or otherwise disposing of tenant improvements, fixtures, or personal property  
22 located on or related to the Rejected Agreements.

23 5. Metricom is hereby authorized to abandon effective as of January 24,  
24 2002, any real property, fixtures, or personal property (the "Equipment") remaining on the  
25 WAP sites or the poletop sites that are the subject of the Rejected Agreements.

26 6. The Lessors, secured parties, equipment lessors, and other parties that  
27 have an interest in such Equipment are hereby granted relief from the automatic stay of  
28 11 U.S.C. §362(a) (3), (4), and (5) to take possession of such Equipment, and to remove,

MURPHY  
SHENEMAN  
JULIAN &  
ROGERS

Attorneys General

1 retain, sell, lease or dispose of such Equipment, and to retain and apply the proceeds of such  
2 Equipment, consistent with the respective rights of the Lessors, secured creditors, and  
3 equipment lessors in such Equipment.

4 7. Metricom is ordered to serve, on or before January 31, 2002, on (i) the  
5 persons on the Special Notice List in this case, (ii) persons known by Metricom to be  
6 claiming liens or leasehold interests in Metricom's Equipment, and (iii) all known Lessors to  
7 the Rejected Agreements, a Notice of Entry of this Order, together with a chart of UCC  
8 filings by state showing the secured creditor and collateral descriptions for any Equipment, to  
9 the extent the Debtor has records of such UCC filings. The service of the Notice of Entry  
10 provided for in this paragraph 7 need not include any exhibits attached to this Order,  
11 provided that the Notice of Entry of Order includes a contact telephone number and address  
12 to which interested persons can make inquiries about, or request copies of, the exhibits to this  
13 Order.

14 8. Pursuant to Fed. R. of Bankr. Proc. 3002(c)(3), March 31, 2002, is  
15 hereby set as the deadline for filing claims arising from the rejection of any of the Rejected  
16 Agreements and the Notice of Entry of Orders shall provide notice thereof to all the Lessors  
17 to the Rejected Agreements identified on Exhibit A hereto.

18  
19 Dated:

20  
21 ARTHUR S. WEISSERODT

22 UNITED STATES BANKRUPTCY JUDGE  
23  
24  
25

26 MURPHY  
27 SHENEMAN  
28 JULIAN &  
ROGERS