

**VILLAGE OF HINSDALE
SPECIAL MEETING OF THE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
March 23, 2010**

The special meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, March 23, 2010 at 7:31 p.m.

Present: President Tom Cauley, Trustees J. Kimberley Angelo, Bob Saigh, Laura LaPlaca, Cindy Williams, Doug Geoga and Bob Schultz

Absent: None

Also Present: Village Attorney Ken Florey, Village Manager Dave Cook, Assistant Village Manager/Director of Finance Darrell Langlois, Police Chief Brad Bloom, Fire Chief Mike Kelly, Acting Director of Community Development Robb McGinnis, Director of Parks & Recreation Gina Hassett, Director of Public Services George Franco and Deputy Village Clerk Christine Bruton

Also Present: Amy Deis representing The Doings, Pam Lannom with The Hinsdalean and Don Grigus, Suburban Life

PLEDGE OF ALLEGIANCE

President Cauley led those in attendance in the recitation of the Pledge of Allegiance.

APPROVAL OF MINUTES

There being no corrections to the minutes, Trustee Schultz moved **to approve the minutes of the Regular Meeting of March 2, 2010**. Trustee LaPlaca seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Williams, Geoga, Schultz

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

Following the March 2nd Board of Trustees meeting, President Cauley with Village Manager Cook, Chief Bloom and Chief Kelly, attended the Southwest Central Dispatch Board meeting where they were officially inducted to their respective boards and were awarded the financial incentives as anticipated.

CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

Items Recommended by Zoning & Public Safety Committee

Item A: **Ordinance Amending Sections 5-102 (Permitted Uses) and 12-206 (Definitions) of the Hinsdale Zoning Code to Allow Professional, Home-Based, Supplemental Education Program Centers as Permitted Uses in the B-1, Community Business District (Omnibus vote) (O2010-14)**

Item B: **Resolution for Maintenance of Streets and Highways by Municipalities under the Illinois Highway Code (Omnibus vote) (R2010-06)**

Item C: **Renew the Contract of Attorney Linda Pieczynski at the current per session court rate of \$180.00 (Omnibus vote)**

Item D: **Approve a Permit for a Temporary Use at 26-32 First Street for the period of 4/10/10 thru 7/10/10 subject to conditions to be set forth by the Building Commissioner (Omnibus vote)**

Items Recommended by Environment & Public Services

Item E: **Deny the Request from Swallow Construction Corporation to Change the Garfield Street Project's daily start time from 8:00 AM to 7:00 AM. (Omnibus vote)**

Item F: **Resolution Adopting A Sidewalk Master Plan and An Ordinance Amending Section 7-1-8 (Sidewalks; Construction and Grade) of the Village Code of Hinsdale Concerning the Installation and Alteration of Sidewalks, as amended (Item removed from Consent Agenda)**

Item G: **Approve the Engineering Services for Development of Bidding Documents and Construction Observation of the 2010 Resurfacing Program by SEC Group, Inc., an HR Green Company in the amount of \$69,215.00, if funds are allocated by the FY 2010-2011 budget (Omnibus vote)**

Trustee Williams requested that Item F be pulled from the Consent Agenda. Trustee Saigh moved **to approve the Consent Agenda, as amended**. Trustee LaPlaca seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Williams, Geoga, Schultz

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

**Resolution Adopting A Sidewalk Master Plan and An Ordinance Amending
Section 7-1-8 (Sidewalks; Construction and Grade) of the Village Code of
Hinsdale Concerning the Installation and Alteration of Sidewalks,
as amended**

Trustee LaPlaca provided EPS background on the item and noted the addition of the commercial paragraph. Trustee Williams asked where the sidewalk master plan is located. It was noted that it has been on the website since the last EPS meeting, but Mr. Cook explained that there had been some confusion prior to this because the sidewalk construction plan was on the web instead of the master plan. Discussion followed regarding the authority of the Village Manager as referenced by the ordinance. Mr. Cook clarified that no sidewalk would be installed without staff recommendation to EPS, then to the Board and subject to the budget. Trustee LaPlaca commented that this provides a mechanism to prioritize sidewalk installation for the Village Manager. Trustee Schultz thought the money collected should be spent in the neighborhood from which it was collected. Mr. McGinnis confirmed that in the case of corner lots, there are two legal frontages.

Trustee Saigh moved **to approve Resolution Adopting A Sidewalk Master Plan (R2010-07) and An Ordinance Amending Section 7-1-8 (Sidewalks; Construction and Grade) of the Village Code of Hinsdale Concerning the Installation and Alteration of Sidewalks, as amended. (O2010-15)** Trustee Angelo seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Williams, Geoga, Schultz

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Accounts Payable

Trustee Williams moved **Approval and Payment of the Accounts Payable for the period of February 27, 2010 through March 19, 2010 in the aggregate amount of \$708,215.41 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Geoga seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Williams, Geoga, Schultz

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Review and Adoption the FY 2010-11 Annual Performance Budget Approve an Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale Regarding Water Rates

Village Manager Cook made a power point presentation; a FY 2010-11 Budget Review. He stated that the budget was initially presented on February 19th and posted on the website and reviewed by the Finance Commission on February 25th. The budget before the Board tonight reflects the revenue assumptions of the Finance Commission and recent Board action regarding sharing of services. The goal of this budget is to establish a level of expenditures and service that will address current needs, but also to develop a new operating model for the future.

Mr. Cook provided an all funds summary, corporate funds summary, corporate fund revenues and operating expenses overview. He also outlined, by department, potential revenue and expenses and cost containment measures for this fiscal year which include the elimination of the lobbyist, elimination of the Senior Taxi Program, elimination of the Village Views newsletter, staff reductions, reduced street sweeping, reduced downtown landscaping, elimination of the End of Summer concert and a wage freeze for non-union employees.

He also outlined departmental capital outlay, noting that this fund has been underfunded in the past. He also noted this Board's commitment to move forward with the Master Infrastructure Plan. To fund these capital projects, he recommends an increase in the water and sewer revenues and a transfer to Water Capital from the infrastructure fund. He stated that the Village has not previously passed through recent cost increases for raw water and another large increase is expected next year.

In an effort to minimize the impact on residents, two new surcharges are proposed for non-residents and large volume accounts. The anticipated increase to individual households will be approximately \$225.00 annually.

Mr. Bill Otto, Park & Recreation Commissioner, addressed the Board regarding the \$200,000 in the budget for Duncan Field. He asked the Board to consider three other projects at KLM if the funds are not used for Duncan Field this year. Director of Parks & Recreation Gina Hassett stated that she and Mr. Cook are meeting with Cook County Forest personnel tomorrow and should have a good idea by the end of the month if Duncan Field will move forward this year. Trustee Geoga confirmed the money is allocated, the Commission will later determine use. The three alternative projects recommended by the Commission are part of the master plan and Mr. Cook noted that KLM improvements total \$1,000,000. He also noted that the budget can be footnoted to provide for this fund usage.

Discussion followed regarding the Finance Commission recommendation on the contingency fund. They believe \$100,000 is too low and recommended an increase to \$300,000. Finance Director Langlois described how the increase to the contingency fund would be funded and Trustee LaPlaca noted the MIP is being pushed out and would prefer not to see that amount depleted on an ongoing basis.

Although Governor Quinn is proposing to decrease sales tax revenue to municipalities, Mr. Cook said that he understands it has a low probability of passing. Trustee Schultz asked if money is set aside to fund Clarendon Hills' third firefighter; President Cauley stated that Hinsdale will not fund this employee and Mr. Cook explained that we will work with Clarendon Hills to figure out funding. Trustee Schultz asked when the Camiros contract was cancelled. Discussion followed regarding the unused \$20,000 remainder of the contracted amount. Trustee Schultz believes we should spend the money on the end product we contracted for. He also wondered if the reduction of police officers would affect court fines. Chief Bloom explained that the number of officers on the road is not being reduced, but collections through the court system are generally down for various other reasons.

Trustee Williams commented that she believes the budget process was backwards this year and disagrees with the process, she believes people have lost their jobs before meaningful discussion and prioritization has taken place. She is concerned because capital expenditures are being increased by 200% over last year, she believes the capital fund should be underfunded during this recessionary period to preserve employees and staff. She believes residents will see a difference in service due to staff reductions. Further, she will not vote to support the water rate increase at this level. She agrees it needs to be raised to cover the increase in water cost, but not to fund the MIP. She believes the 1% sales tax referendum did not pass because residents don't

want to fund the MIP. She pointed out that the water rate increase and the 1% sales tax increase were the same projected increase per household.

Trustee Angelo noted that the Village has over \$100,000,000 in projected capital projects. The Board has to lighten this load; this will be an ongoing problem the Board has to plan for accordingly; a budget in the context of national and state economics in a sorry state. Mr. Langlois explained there is a capital requirement annually to operate the water system, Water Commission costs have not been passed on and there has been a 2-3 year erosion of revenues. Mr. Cook added that water and sewer is an enterprise fund and should be self-sustaining, the average annual amount needed would be \$2.8 million; this increase will only provide \$1.5 million. Trustee Williams is concerned with increasing too many fees passed on to residents. She referenced previous lost revenue opportunities, such as the Ogden Avenue development. Trustee Geoga explained that fiscal stewardship for residents includes maintaining the infrastructure. He believes the reason the sales tax failed was because residents were not satisfied with the financial stewardship of the Board. This is the first time we are meeting our responsibilities and he looks forward to making that case in the fall when the sales tax issue comes back. Trustee LaPlaca stated that she repeatedly hears from residents that they want their roads fixed, and the Board cannot continue to defer maintenance items. She also noted that Fire and Police reductions were not only financial considerations, but more to create efficiencies. She believes this Board has to manage responsibly and make capital improvements without detriment to public safety and as a result the confidence of the residents will be restored.

Discussion followed regarding the transparency of the budget process and the opportunity for Trustees and citizens to provide input. President Cauley noted that it was a different process this year, but it was the correct process. The draft budget has been on the website for a month, it was publically reviewed at the Finance Commission, he has responded to any emails he has received on this subject and Mr. Cook and Mr. Langlois have met with all of the Trustees. He believes this budget has been vetted and that it is a good budget. The seriousness of the situation has been addressed for residents and Trustee Saigh commented this is a good budget proposal and will provide direction for future Boards.

Trustee Williams thinks the water increases will be detrimental for the sales tax revenue, President Cauley said we will have to see, but the Board has been clear that the 1% sales tax increase is not enough to fix the infrastructure problem. Trustee Schultz concerned with various reductions; 50/50 program for Dutch elm, street sweeping and the elimination of the Village Views. Mr. Cook stated that there is money allocated for special communications like leaf collection and the referendum. Director of Public Services George Franco explained that seven years ago we had a 50/50 plan for inoculating the elm trees; the problem was some residents would not

participate. Therefore, the Village switched to 100% payment over a three year period. The entire Village is finished at this time. The Board agreed to reevaluate the data next year to determine participation. Trustee Williams noted a \$30,000 line item to purchase new ticket writing devices. Chief Bloom explained that the equipment is no longer supported by the manufacturer. Mr. Langlois noted it is less expensive to have the equipment than the staff time would be to manually write tickets. Chief Bloom noted that the ticket software allows the officers to track scoff laws and issue warnings for first time violators because of the computers. He also noted that \$14,000 was eliminated from a previous budget because the six-part carbon tickets were no longer necessary. Trustee Schultz suggested the parking ticket rate should go from \$5.00 to \$10.00. Trustee LaPlaca agrees these are valuable issues to be discussed but cautioned against raising ticket fees during this recessionary time when businesses are suffering and when the water rates are being increased.

Mr. Michael Meissner, 1405 Chanticleer, commented to the Board that they seemed to be finding out some things about the budget tonight for the first time and wondered if there was a need for it to be passed tonight and do residents have the opportunity to provide input and ask questions. President Cauley responded that he would like to get the budget adopted tonight because it needs to go into effect May 1st and so the contingency money could be spent this year. There have been several opportunities for residents to weigh in, he explained that this is a guiding document and changes can be made; when the Finance Commission vetted the budget, no one came. This meeting is an opportunity for the Board to discuss the budget and he has responded to emails and phone calls, as has Mr. Cook. Smaller issues can be worked out as we go forward. Trustee Geoga explained that many discussions have taken place and presentations have been made over months and the budget has been available for review for over a month. Trustees have had ample and unprecedented opportunity to examine this budget.

Trustee LaPlaca moved to **approve the FY 2010-2011 Budget that has been posted on the Village website, with the revision that Item 8 under Parks & Recreation be footnoted to include a reference that if the \$200,000 allocated to Duncan Field is not to be used during the fiscal year budget, those monies can be allocated at the discretion of the Park & Recreation Commission for the KLM roadway project, the retaining wall along County Line Road and/or the KLM Lodge roof project.** Trustee Saigh seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Geoga

NAYS: Trustees Williams and Schultz

ABSTAIN: None

ABSENT: None

Motion carried.

Mr. Cook explained that Hinsdale is an appropriation community, not a budget community, and during the first quarter of the fiscal year, the Board must approve an appropriation ordinance to be filed with the County Clerk. As such, there is no thirty day waiting period before the budget can be amended.

Trustee LaPlaca moved to amend the FY2010-2011 budget to increase the contingency to \$300,000; \$100,000 would be taken from a pool painting project allocation, \$99,000 from the non-infrastructure Capital fund and a \$1,000 reduction of the Park & Recreation operating budget. Trustee Geoga seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Williams, Geoga

NAYS: Trustee Schultz

ABSTAIN: None

ABSENT: None

Motion carried.

**Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale
Regarding Water Rates**

Trustee Williams moved to amend the Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale Regarding Water Rates by 18.8% in accordance with the increase from the DuPage Water Commission. Trustee Schultz seconded the motion.

AYES: Trustees Williams and Schultz

NAYS: Angelo, Saigh, LaPlaca, Geoga

ABSTAIN: None

ABSENT: None

Motion denied.

Saigh moved to approve an Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale Regarding Water Rates. Trustee Geoga seconded.

AYES: Trustees Angelo, Saigh, LaPlaca, Geoga

NAYS: Trustees Williams and Schultz

ABSTAIN: None

ABSENT: None

Motion carried.

Award Bid #1465 to Tully Brothers, Inc. in the amount of \$15,251.00 for the Removal and Installation of the Burns Field Basketball Court

Mr. Cook explained that this item comes from this year's budget. Trustee Saigh moved to approve the **Award of Bid #1465 to Tully Brothers, Inc. in the amount of \$15,251.00 for the Removal and Installation of the Burns Field Basketball Court.** Trustee Angelo seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Williams, Geoga, Schultz

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Approve the Proposal from Chicagoland Pool Management, Inc. in the amount of \$21,600.00 for the installation of two new heaters at the Hinsdale Community Swimming Pool, and waiving the competitive bid requirement

President Cauley noted that this item is from next year's budget and Mr. Cook explained that in order to make the pool operational this season, it needs to be approved at this time. Trustee Saigh moved to **Approve the Proposal from Chicagoland Pool Management, Inc. in the amount of \$21,600.00 for the installation of two new heaters at the Hinsdale Community Swimming Pool, and waiving the competitive bid requirement.** Trustee LaPlaca seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Williams, Geoga, Schultz

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

None.

ZONING AND PUBLIC SAFETY

None.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

STAFF REPORTS

Approve a Resolution Releasing Certain Closed Session Meeting Minutes

Trustee LaPlaca moved to **approve a Resolution Releasing Certain Closed Session Meeting Minutes**. Trustee Angelo seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Williams, Geoga, Schultz

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Mr. Cook announced that the Government Finance Officers Association of the United States and Canada has awarded the Village of Hinsdale the Certificate of Achievement for Excellence in Financial Reporting for the sixteenth consecutive year. Mr. Langlois and staff were commended.

Mr. Cook announced that Senator Dan Cronin has introduced a bill to make the DuPage Water Commission an agency of DuPage County. The proposed bill is not in our best interest, the DuPage Mayors and Managers will monitor this situation as it develops over the next few months.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee LaPlaca stated that at the April 12th EPS meeting, the Beautification Task Force will make a presentation on tree preservation. An expert from the Morton Arboretum will also be there. Mr. Cook confirmed that the date of the next Board of Trustees meeting will be April 6th. Trustee Saigh noted an article in the last Suburban Life regarding Freedom of Information testing. It is heartening that municipalities have complied with the new laws.

ADJOURNMENT

There being no further business before the Village Board of Trustees and no need for a Closed Session, Trustee LaPlaca moved to **adjourn the meeting of March 23, 2010**. Trustee Angelo seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Williams, Geoga, Schultz

NAYS: None

ABSTAIN: None


ABSENT: None

Motion carried.

Meeting adjourned at 9:53 p.m.

ATTEST: _____
Christine M. Bruton, Deputy Village Clerk

MEMORANDUM

Date: April 1, 2010
To: President and Board of Trustees
From: Chris Bruton, Deputy Clerk 
RE: Village Board Agenda for April 6, 2010

Please note that a copy of all materials listed under the Consent Agenda from the Administration & Community Affairs Committee can be found in the ACA packet for the meeting held on April 5th.

Thank you.

cc: Village Attorney
Department Heads

AGENDA SECTION	ACA	ORIGINATING DEPARTMENT	Finance
ITEM	Accounts Payable	Darrell Langlois APPROVED Assistant Village Manager/Director of Finance	

At the meeting of April 06, 2010 staff respectfully requests the presentation of the following motion to approve the accounts payable:

Motion: To move approval and payment of the accounts payable for the period of March 19, 2010 through April 01, 2010 in the aggregate amount of 715,822.17 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

STAFF APPROVALS

APPROVAL	APPROVAL	APPROVAL	APPROVAL 	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

BOARD ACTION:

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1478

FOR PERIOD March 20, 2010 through April 01, 2010

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$715,822.17 has been reviewed and approved by the below named officials.

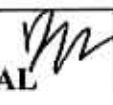
APPROVED BY  DATE 3/31/10
ASSISTANT VILLAGE MANAGER/DIRECTOR OF FINANCE

APPROVED BY  DATE 3/31/10
VILLAGE MANAGER

APPROVED BY  DATE 4/1/2010
VILLAGE TREASURER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

DATE April 01, 2010

AGENDA SECTION		ORIGINATING DEPARTMENT	
ACA		Finance	
ITEM		APPROVED	
Accounts Payable		Darrell Langlois Assistant Village Manager/Director of Finance	
<p>At the meeting of April 06, 2010 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p>Motion: To move approval and payment of the accounts payable for the period of March 19, 2010 through April 01, 2010 in the aggregate amount of 715,822.17 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>			
STAFF APPROVALS			
APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
			
COMMITTEE ACTION:			
BOARD ACTION:			

**Village of Hinsdale
Warrant # 1478
Summary By Fund**

Recap By Fund	Fund	Regular Checks	Pension Checks	ACH/Wire Transfers	Total
Corporate Fund	10000	189,110.55	-	150,000.00	339,110.55
Motor Fuel Tax Fund	23000	27,144.41	-	-	27,144.41
Water & Sewer Operations	61061	46,945.42	-	-	46,945.42
Police Pension Fund	71100	17,435.24	-	-	17,435.24
Firefighter's Pension Fund	71200	8,986.00	-	-	8,986.00
Escrow Funds	72100	34,561.00	-	-	34,561.00
Payroll Revolving Fund	79000	18,951.70	-	213,484.05	232,435.75
Capital Reserve	95000	8,865.00	-	-	8,865.00
Library Operating	99000	338.80	-	-	338.80
Total		352,338.12	-	363,484.05	715,822.17

ACCOUNT	DESCRIPTION	CHECK NUMBER	CHECK DATE	AMOUNT	AMOUNT
AFLAC-FLEXONE					
50062	ALPAC OTHER	031910000000000		405.67	
50063	AFLAC OTHER	031910000000000		310.78	
50064	AFLAC SLAC	031910000000000		271.20	
	CHECK NO.	81998			987.65
AMERICAN EXPRESS					
50068	MEETINGS/PURCHASE	3717355848-02/10		764.02	
	CHECK NO.	81999			764.02
COLONIAL LIFE & ACCIDENT					
50054	COLONIAL OTHER	031910000000000		27.63	
50055	COLONIAL S L A C	031910000000000		70.47	
	CHECK NO.	82000			98.10
FEDERAL RESERVE BANK					
50056	SAVINGS BONDS	031910000000000		50.00	
	CHECK NO.	82001			50.00
IRMA					
50047	DEDUCTIBLE 7/09-2/10	7196/7239		13112.49	
50048	TRAINING	71800		718.00	
50049	DEDUCTIBLE 07/09-02/10	436771		4367.71	
50050	DEDUCTIBLE 07/09-02/10	928145		9281.45	
50051	OST COVERAGE	163400		1634.00	
50052	DEDUCTIBLE 07/09-02/10	1000000		-10000.00	
50053	OST COVERAGE	81700		817.00	
	CHECK NO.	82002			19930.65
ITOA					
50069	TRAINING	09831		100.00	
	CHECK NO.	82003			100.00
LEND AS TRUSTEE FOR POST					
50065	PEHPPD	031910000000000		550.41	
50066	PEHP REGULAR	031910000000000		2436.85	
	CHECK NO.	82004			2987.26
MANGANIELLO, JIM					
50073	FEBRUARY WATER READINGS	122924		1229.24	
	CHECK NO.	82005			1229.24
NATIONWIDE RETIREMENT SOL					
50057	USCM/PEBSO	031910000000000		50.00	
50058	USCM/PEBSO	031910000000000		1480.00	
	CHECK NO.	82006			1530.00

RELIABLE FIRE EQUIPMENT C			
50074	FIRE EXT	0511119	80.00
50075	FIRE EXT	0532249	162.30
	CHECK NO.	82007	242.30
STATE DISBURSEMENT UNIT			
50067	CHILD SUPPORT	0319100000000000	1461.70
	CHECK NO.	82008	1461.70
VILLAGE OF HINSDALE			
50053	MEDICAL REIMBURSEMENT	0319100000000000	628.53
50060	MEDICAL REIMBURSEMENT	0319100000000000	605.50
50061	DEP CARE REIMBURSEMENT	0319100000000000	330.22
	CHECK NO.	82009	1564.25
5 STAR SOCCER CAMPS INC			
50114	*REIMB EXP* SOCCER CAMP	242-03/10	242.00
	CHECK NO.	82010	242.00
ACCURATE TANK TECH			
50272	SENSOR TEST	16695	350.00
50274	LEAK DETECTORS	16696	300.00
	CHECK NO.	82011	650.00
ADT SECURITY SERVICES INC			
50250	KLM PADDLE	20854978	579.95
	CHECK NO.	82012	579.95
ADVANTAGE CHEVROLET			
50178	SWITCH	221064	22.66
	CHECK NO.	82013	22.66
APLAC-FLEXONE			
50225	SERVICE FEES	04464628	95.00
	CHECK NO.	82014	95.00
ABRENS, PATRICK			
50149	TICKET REFUND	03750	37.50
	CHECK NO.	82015	37.50
AMY & ERIC HANSEN			
50160	TICKET REFUND	1364	37.50
	CHECK NO.	82016	37.50
AT & T			
50219	CIRCUITS	6303232121-03/10	1842.86
50379	MAIN TELEPHONE	6307897000-03/10	3495.27

ITEM	DESCRIPTION	VENDOR	DATE	AMOUNT	BALANCE
AT & T		CHECK NO.	82017		5338.13
AUTOMATED FORMS & GRAPHIC					
50209	DESIGN/LAYOUT	17829/75/91/7941		2767.80	
		CHECK NO.	82018		2767.80
AVAYA FINANCIAL SERVICES					
50180	ALARM RENEWAL	92794361-03/10		141.30	
		CHECK NO.	82019		141.30
BASIC CHEMICAL SOLUTIONS					
50111	SODIUM	S15706280		3019.18	
		CHECK NO.	82020		3019.18
BERNHOLDT ERIK					
50190	ICHA REIMBURSEMENT	19840		198.40	
		CHECK NO.	82021		198.40
BONO, CSR KATHLEEN W.					
50139	PLAN COMMISSION	A-7-09		804.00	
50140	PLAN COMMISSION	A-28-09		918.00	
50141	PLAN COMMISSION	A-29-02		177.00	
50142	PLAN COMMISSION	A-37-09		183.00	
		CHECK NO.	82022		2082.00
BRADY, NICK					
50154	TICKET REFUND	07500		75.00	
		CHECK NO.	82023		75.00
BRANIFF COMMUNICATIONS IN					
50132	WARNING STRENS	0021680		465.00	
		CHECK NO.	82024		465.00
BRUTON, CHRIS					
50375	BOOK REIMBURSEMENT	56930		28.50	
		CHECK NO.	82025		28.50
BUESER, TOM					
50271	CDL RENEWAL	58472		55.00	
		CHECK NO.	82026		55.00
BURKE, ERIN					
50235	CLASS REFUND	85979		65.00	
		CHECK NO.	82027		65.00
CASE LOTS INC					

ITEM	DESCRIPTION	ENCLOSURE	AMOUNT	DATE
CASE LOTS INC				
50192	PAPER GOODS	022070/22084	475.07	
50207	PAPER GOODS	022003	132.00	
50257	PAPER GOODS	022109	117.80	
	CHECK NO.	82028	724.87	
CDW-GOVERNMENT INC.				
50123	LASER FAX	SBF9349	330.00	
50163	EXTERNAL ED	RZH5153	73.91	
50164	EXTERNAL 2 TB H D	RX34059	185.24	
50179	TONER	RZF3871	118.99	
50183	TONER	RZW2219	149.00	
50301	CABLE	SBP9575	25.28	
	CHECK NO.	82029	882.42	
CHICAGO LAND POOL				
50244	1/2 HEATING POOL	1080	1080.00	
	CHECK NO.	82030	1080.00	
CHRISTIANSON, AMANDA				
50161	TICKETS REFUND	01006	37.50	
	CHECK NO.	82031	37.50	
CINTAS				
50113	RUGS TOWELS ETC	769393006	242.81	
50253	RUGS TOWELS ETC	769396557	161.31	
	CHECK NO.	82032	404.12	
CLARK DIETZ ENGINEERS				
50180	2011 ROAD PROJECT	406119	27144.41	
	CHECK NO.	82033	27144.41	
COLLEGE OF DUPAGE				
50249	TRAINING	SLR030810004	300.00	
	CHECK NO.	82034	300.00	
COLLEY ELEVATOR COMPANY				
50095	PRESSURE RELIEF TEST	95934	344.00	
	CHECK NO.	82035	344.00	
COMCAST				
50167	POLICE TV	0031716-03/10	43.48	
	CHECK NO.	82036	43.48	
COMED				
50283	WARMING HOUSE	0203017056-03/10	322.21	
50284	SAFETY TOWN	7261620005-03/10	15.93	

50285	FOUNTAIN	0471085066-03/10	57.79	
50286	ROBBINS PARK	0633012045-03/10	15.89	
50287	STOUGH PARK	8689460008-03/10	14.91	
50288	ELEANOR PARK	8689206002-03/10	27.20	
50289	WASHINGTON	2378029015-03/10	36.13	
50290	WATER PLANT	8521400008-03/10	31.21	
50291	CLOCK TOWER	0318057101-03/10	24.14	
50292	CHESTNUT PARKING	0203065105-03/10	92.29	
50293	BROOK PARK	8605174005-03/10	155.88	
50294	POOL	8605437007-03/10	544.10	
50295	BURNSFIELD	8689640004-03/10	15.93	
50296	TRAIN STATION	8521342001-03/10	654.34	
50297	KIM	7091551008-03/10	1358.68	
50371	STREET LIGHTS	3373099009-03/10	10610.90	
50372	PIERCE PARK	7011378007-03/10	73.74	
50373	WALNUT STREET	7011481009-03/10	24.65	
50374	RAIL ROAD	7011157808-03/10	66.81	
	CHECK NO.	82037		14142.95

COMMERCIAL COFFEE SERVICE				
50241	COFFEE SUPPLIES	100790	135.00	
	CHECK NO.	82038		135.00

-----CHECK VOIDED-----

COOK COUNTY				
50106	DEED RECORDER	30502282010	170.00	
50268	RECORDING FEES	30501312010	544.00	
	CHECK NO.	82040		714.00

CREATIVE PRODUCT SOURCING				
50376	DARE SUPPLIES	25899	457.38	
	CHECK NO.	82041		457.38

D MOSER				
50186	CONT ED/342 HILLCREST	17800	500.00	
	CHECK NO.	82042		500.00

DANIELS, ANDREW				
50159	TICKET REFUND	11250	112.50	
	CHECK NO.	82043		112.50

DARLING/TORVAC

DARLING/TORVAC				
50119	SHOP PUMP	0901735544		995.00
		CHECK NO.	82044	995.00
DIRECT ADVANTAGE INC				
50209	AD/RETAINER/WEB HOST	3913		5403.00
		CHECK NO.	82045	5403.00
DCCU-SHRED, INC.				
50119	DOCUMENT SHREDDING	22554		40.00
		CHECK NO.	82046	40.00
DOLSHIDE, BRIAN				
50175	CONT BD/956 TAFT RD	14577/14554		13000.00
		CHECK NO.	82047	13000.00
DUPAGE COUNTY SENIOR				
50170	DUES	5879		30.00
50171	SEMINAR	DCSEMA-21		90.00
		CHECK NO.	82048	120.00
DUPAGE COUNTY TREASURER				
50252	DATA PROCESSING7152/7283	671/6956/7019		1250.00
		CHECK NO.	82049	1250.00
EMERGENCY MEDICAL PROD				
50204	MISC MEDICAL SUPPLIES	1257820		628.84
50205	MISC MEDICAL SUPPLIES	1257018		233.54
		CHECK NO.	82050	862.38
ENVIRO-TEST/PERRY LABORAT				
50195	LAB SERVICES SAMPLES	10126798		168.00
		CHECK NO.	82051	168.00
EXCELL FASTENER SOLUTIONS				
50259	SIGN BOLTS	1073		25.37
		CHECK NO.	82052	25.37
EXELON ENGERY INC				
50368	VILLAGE HALL	100821700050		635.23
		CHECK NO.	82053	635.23
FEURX				
50381	OVERNIGHT MAIL	703220710		207.22
		CHECK NO.	82054	207.22
FIRESTONE STORES				

NO.	DESCRIPTION	AMOUNT	CHECK NO.	DATE	AMOUNT
PIRESTONE STORES					
50237	REMCUNT TIRE	277522			12.43
		CHECK NO.	82055		12.43
FOREST PRESERVE DIST OF					
50245	SPRING PERMIT	990			990.00
		CHECK NO.	82056		990.00
FOUR POINTS PAINTING					
50155	TICKET REFUND	00003750			37.50
		CHECK NO.	82057		37.50
FUCHS & ROSELLI, LTD					
50239	GARFIELD LEGAL SERVICES	110609			984.50
		CHECK NO.	82058		984.50
FULLERS LITTLE STORE					
50217	CONT BD/50 S GARFIELD	18378/19041			2500.00
		CHECK NO.	82059		2500.00
FULLERS SERVICE CENTER					
50216	CONT BD/22 N LINCOLN	17475/22 N LINCO			500.00
		CHECK NO.	82060		500.00
G & K SERVICES					
50109	UNIFORMS	1028409634			247.75
50137	UNIFORMS	1028407032			247.75
50256	UNIFORMS	1028412222			230.40
		CHECK NO.	82061		775.90
GARY JOHNSTON					
50251	PERMIT FEES	16800			168.00
		CHECK NO.	82062		168.00
GASVODA					
50231	PROGRAMABLE CONTROLLER	1015JDD0010			31480.00
		CHECK NO.	82063		31480.00
GOLDSTEIN & ASSOC					
50100	PENSION FUND	4000			4000.00
		CHECK NO.	82064		4000.00
GRAINGER, INC.					
50143	AIR DRILL	9201809143			209.00
50162	LAMPS	9199950685			14.14
50214	CASTERS/PUMP	9187100103/7415			106.97
50230	PUMP	9208477415			70.21

NO.	DESCRIPTION	CHECK NO.	INVOICE NO.	AMOUNT	TOTAL
GRAINGER, INC.					
50242	LAMP/HEX NUT	910375012/6671		226.82	
50243	BATTERY	9201309135		62.74	
		CHECK NO.	82065		697.88
BACH CO					
50229	LAB SUPPLIES	6641538		136.40	
		CHECK NO.	82066		136.40
HALM, KEVIN					
50156	TICKET REFUND	375000		37.50	
		CHECK NO.	82067		37.50
HD SUPPLY WATERWORKS					
50195	WATER METERS	1060712		221.43	
50364	WATER MAIN PARTS	1134115		360.00	
		CHECK NO.	82068		581.43
HIGHWAY TECHNOLOGIES, INC					
50117	SIGNS	65047435		34.78	
		CHECK NO.	82069		34.78
HITCHCOCK DESIGN GROUP					
50247	REVISIONS DUNCAN	12291		270.00	
		CHECK NO.	82070		270.00
HOLLAND, J					
50218	CONT BD/723 S LINCOLN	17663		500.00	
		CHECK NO.	82071		500.00
HOME DEPOT CREDIT SERVICE					
50182	DRILL	9052237		102.38	
		CHECK NO.	82072		102.38
HUMAN KINETICS					
50273	LIFEGUARD BOOKS	29688884		792.35	
		CHECK NO.	82073		792.35
IACE					
50168	IACE REGISTRATION	57930		30.00	
		CHECK NO.	82074		30.00
ILLINOIS PAPER DIVISION					
50094	PD PRT REPAIR	711356		434.38	
50194	PRINTER REPAIR	710712		140.00	
50362	COLOR PAPER	549905		162.00	
		CHECK NO.	82075		736.38

775	DESCRIPTION	CHEC	82077	74.00	74.00
ILMO PRODUCTS COMPANY					
50185	REPLACEMENT PART/TANK	236914		74.00	
		CHECK NO.	82076		74.00
IMPACT OFFICE PRODUCTS					
50278	OFFICE SUPPLIES	1652665		165.82	
50279	OFFICE SUPPLIES	1660769		11.30	
50280	OFFICE SUPPLIES	1671729/1671729		516.26	
50281	OFFICE SUPPLIES	01660769		723.78	
50282	BLDG FRONT COUNTER	1650266		166.75	
		CHECK NO.	82077		1583.91
INDUSTRIAL ELECTRIC					
50108	ELECTRIC PARTS	182334/387		152.00	
50138	GENERAL EQUIPMENT	182047/103		209.44	
50275	PARTS	182684		38.00	
		CHECK NO.	82078		399.44
INERNEY, MARGARET					
50144	OVER PAYMENT REFUND	02952		30.00	
		CHECK NO.	82079		30.00
INFECTION CONTROL/					
50136	CLASS	3741		350.00	
		CHECK NO.	82080		350.00
INFORMATION DEVELOPMENT					
50112	CALL TRACKING	13565		375.00	
50189	DIALOG/WEB BASED	13550/13551		5561.00	
		CHECK NO.	82081		5936.00
INSTITUTE IN BASIC LIFE					
50200	SUMMER BROCHURE	20100074		5278.78	
		CHECK NO.	82082		5278.78
INTERNATIONAL ECONOMIC					
50210	RENEWAL	240818		345.00	
		CHECK NO.	82083		345.00
INTERSTATE BATTERY SYSTEM					
50232	BATTERY	33007592		88.95	
		CHECK NO.	82084		88.95
J & L ELECTRONICS SERVICE					
50125	911 CENTER POLICE	83343E		5148.39	
50126	911 CENTER POLICE	83342E		14000.14	
		CHECK NO.	82085		19148.53

NO	DESCRIPTION	VENUE	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
KELLNER, KRISTIE							
50150	TICKET REFUND	001750		37.50			
		CHECK NO.	82086				37.50
KELLY, COLLEEN							
50147	TICKET REFUND	0195		90.00			
		CHECK NO.	82087				90.00
KIEST BROS INC							
50113	CONCRETE	162324		380.00			
50276	BASIN REPAIRS	162593		640.00			
		CHECK NO.	82088				1020.00
KLAR INC, DSA							
50162	SR TAXI SERVICES	10051		153.00			
		CHECK NO.	82089				153.00
KROESCHELL ENGINEERING CO							
50206	HVAC SERVICE	36199		3159.61			
		CHECK NO.	82090				3159.61
LICENAGA, LYN							
50157	TICKET REFUND	037500		37.50			
		CHECK NO.	82091				37.50
LICTENBERGER DEVELOPMENT							
50172	STM WTR/ 841 S PARK	14774		3462.00			
		CHECK NO.	82092				3462.00
LISLE WOODBRIDGE FIRE DIST							
50133	#1015 REPAIRS	09030		3877.32			
		CHECK NO.	82093				3877.32
M E SIMPSON CO INC							
50135	LEAK LOCATION	19525		525.00			
		CHECK NO.	82094				525.00
MARINKOVICH, VLADIMIR							
50173	TICKET REFUND	33609		75.00			
		CHECK NO.	82095				75.00
MCGRATH LEXUS OF							
50256	OXYGEN SENSOR	168896		141.82			
		CHECK NO.	82096				141.82
MICHAEL TODD & CO INC							
50220	BOLTS	120486		19.42			

MICHAEL TODD & CO INC

CHECK NO. 82097 19.12

MICRO CENTER A/R

50127 POLICE CAMERA 2223271 499.99

50343 ENG DEETER LAP TOP 2238952 289.99

CHECK NO. 82098 789.98

MILLER, JEFF

50269 BSBS REFUND 091993 146.11

CHECK NO. 82099 146.11

MILLER, RYAN

50151 TICKET REFUND 2250 22.50

CHECK NO. 82100 22.50

MINER ELECTRONICS

50131 SQUAD REPAIRS 234515 86.97

CHECK NO. 82101 86.97

MISSY D ALISE

50203 PADDLE TENNIS 20102 784.80

CHECK NO. 82102 784.80

MUNICIPAL ELECTRONICS, IN

50260 PROLASER 057014 73.62

50367 RADAR MAINT 057006 435.20

CHECK NO. 82103 508.82

MUSSO, JOHN

50145 TICKET REFUND 3750 37.50

CHECK NO. 82104 37.50

NATIONAL SEED

50123 GRASS SEEDS 51466981 84.50

CHECK NO. 82105 84.50

NEXTEL/SPRINT

50378 CELL TELEPHONES 977740515-03/10 2464.48

CHECK NO. 82106 2464.48

NICHOLSON, DANIEL

50265 PERMIT REFUND 8148 168.82

CHECK NO. 82107 168.82

NICOR GAS

50104 5905 COUNTY LINE 1295211000-02/10 316.52

NICOR GAS			
50105	POOL	0567735637-02/10	874.50
50169	GENERATOR	3846601000-03/10	82.89
50370	YOUTH CENTER	9007750000-03/10	327.21
	CHECK NO.	82108	1508.12
NORTH EAST MULTI-REGIONAL			
50103	SEMINAR	130358	50.00
	CHECK NO.	82109	50.00
NORTHERN TOOL & EQUIPMENT			
50236	GREASE GUN	21478369	23.98
	CHECK NO.	82110	23.98
NUCO2 INC.			
50134	CYLINDER RENTAL	NR78694241	34.78
	CHECK NO.	82111	34.78
O DAY, TIM			
50223	CLASS REFUND	85807	60.00
	CHECK NO.	82112	60.00
OAK BROOK PARK DISTRICT			
50270	POOL RENTAL	57754	90.00
	CHECK NO.	82113	90.00
OLEARYS CONTRACTORS EQU			
50169	OIL PLUG	137037201	25.02
	CHECK NO.	82114	25.02
ORIENTAL TRADING CO., INC			
50194	SUPPLIES	637217744-01	165.82
	CHECK NO.	82115	165.82
OTTOMSEN BRITZ KELLY			
50099	PROFESSIONAL SERVICES	41994	4986.00
	CHECK NO.	82116	4986.00
PHYSICIANS BENEFIT TRUST			
50267	REFUND	091970	200.00
	CHECK NO.	82117	200.00
PIONEER PRESS			
50197	PAPER RENEWAL949/955	314301-04/337957	364.00
	CHECK NO.	82118	364.00
PRO SAFETY			

PRO SAFETY				
50101	SIGNS	654310		181.60
		CHECK NO.	82119	183.60
PRO SAFETY INC				
50284	SAFETY GEAR	655960/656730		139.30
		CHECK NO.	82120	139.10
PROLIANCE ENERGY, LLC				
50098	GAS	2010021001257		9283.36
		CHECK NO.	82121	9283.36
QUARRY MATERIALS, INC.				
50107	ASPHALT MATERIALS	37804		499.80
50116	COLD MIX	37794		382.20
50122	ASPHALT MATERIALS	37731		441.98
50213	ASPHALT MATERIALS	37817		465.50
		CHECK NO.	82122	1789.48
QWEST COMMUNICATIONS				
50166	LD TELEPHONE	6960		69.60
		CHECK NO.	82123	69.60
RAUSN, JOE				
50128	TUITION REIMBURSEMENT	68355		683.55
		CHECK NO.	82124	683.55
RESOURCE COMPANIES INC				
50121	WATER MAIN	062560		4130.30
		CHECK NO.	82125	4130.30
RIVETMA ENTERPRISES				
50188	CONT BD/325 M COUNTY LINE 19033			500.00
		CHECK NO.	82126	500.00
ROBBINS SCHWARTZ NICHOLA				
50191	LEGAL, FOR 2/10	220887		31386.26
		CHECK NO.	82127	31386.26
ROLL POINT PROPERTIES INC				
50177	CONT BD/433 S MONROE	14477/78/14618/7		8349.00
		CHECK NO.	82128	8349.00
RSM BUILDERS INC				
50187	CONT BD/103 E OGDEN	18117-18364		500.00
		CHECK NO.	82129	500.00

RYDIN SIGN & DECAL	250323	156.29	
50113 TEMP HANG TAGS	CHECK NO. 82130		156.29
SANDERS, SCOTT	18135	250.00	
50221 CCMT BD/810 S QUINCY	CHECK NO. 82131		250.00
SCHIEBER, BETTE	57755	220.91	
50277 CLASSES	CHECK NO. 82132		220.91
SCHINGEN, CYNTHIA	0003750	37.50	
50152 TICKET REFUND	CHECK NO. 82133		37.50
SCHNEER JR, THOMAS	1361	225.00	
50148 TICKET REFUND	CHECK NO. 82134		225.00
SECRETARY OF STATE	058346	120.00	
50231 PLATE TRANSFER FIRE	CHECK NO. 82135		120.00
SEGER COMMUNICATIONS	1500	1500.00	
50123 ANTENNA INSTALLATION	CHECK NO. 82136		1500.00
SERRANO, SERGIO	37.50	37.50	
50146 TICKET REFUND	CHECK NO. 82137		37.50
SHUSTER, COURTNEY	65946	170.00	
50228 CLASS REFUND	CHECK NO. 82138		170.00
SIMPSON, KEVIN	2200	2200.00	
50246 TUITION REIMBURSEMENT	CHECK NO. 82139		2200.00
SLAS, SHERI	54000	540.00	
50255 *REIMB EXP* YOGA	CHECK NO. 82140		540.00
SOUTHWEST CENTRAL DISPATCH	100303002	9019.54	
50130 CABLES	CHECK NO. 82141		9019.54

SPIRAL BINDING CO INC				
50124	SPIRAL BINDERS	51771966		831.84
		CHECK NO.	82142	831.84
STANDARD EQUIPMENT CO				
50238	HOSE ASSEMBLY	C54257		106.78
50363	HOSES	C54210		359.55
		CHECK NO.	82143	466.33
STOMPER, SCOTT				
50193	SUMMER BROCHURE	0013		1800.00
		CHECK NO.	82144	1800.00
SUBURBAN DOOR CHECK				
50181	KEYS	395934		196.00
		CHECK NO.	82145	196.00
TARNOW, WILLIAM				
50158	TICKET REFUND	2968		37.50
		CHECK NO.	82146	37.50
THE HINSDALEAN				
50212	ADS-7072/7125/42/52/7201	6878/6953/7050		1980.00
50240	GARFIELD MEETING	7124		200.00
		CHECK NO.	82147	2180.00
THE LIFEGUARD STORE INC				
50211	POOL	004461		88.00
		CHECK NO.	82148	88.00
THIRD MILLENIUM				
50096	VEHICLE STICKERS PROGRAM	12387		6059.28
		CHECK NO.	82149	6059.28
TIM AND MARY LYNE				
50222	CONT BD/222 S 3RD	17135		500.00
		CHECK NO.	82150	500.00
TRANE				
50226	MONITOR	3779853R1		104.59
50227	FAN BLADE	3783939R1		81.84
		CHECK NO.	82151	186.43
UNIVERSAL TAXI DISPATCH				
50299	SENIOR TAXI	5530		20.00
		CHECK NO.	82152	20.00

UNIVERSITY OF ILL-GAR				
50193 CLASS	UPINJ073		600.00	
	CHECK NO.	82153		600.00
US GAS				
50298 PARTS	153070		69.00	
	CHECK NO.	82154		69.00
VANTAGEPOINT PARTNERS				
50097 JRM CONFIGURATION	5276		288.75	
	CHECK NO.	82155		288.75
VELVAC, INC				
50224 CLIPS	0988128		76.54	
	CHECK NO.	82156		76.54
VILLAGE TAXI SERVICE, INC				
50366 SR TAXI COUPONS	313472		20.00	
	CHECK NO.	82157		20.00
W H NAUGHTON ELDERS				
50176 CONT BD/438 WOODLAND	15276/15311		3500.00	
	CHECK NO.	82158		3500.00
WEGLOWSKI, SHARON				
50234 CLASS REFUND	05980		65.00	
	CHECK NO.	82159		65.00
WEISSER, ELLEN				
50174 TICKET REFUND	4263		15.00	
	CHECK NO.	82160		15.00
WEISZ, CATHERINE				
50153 TICKET REFUND	02500		25.00	
	CHECK NO.	82161		25.00
WEST CENTRAL MUNICIPAL				
50215 RAP	0006761-1B		2672.40	
	CHECK NO.	82162		2672.40
WOLKA, MARK				
50165 REIMBURSEMENT	58277		106.40	
50377 REIMBURSEMENT	58488		136.64	
	CHECK NO.	82163		243.04
ZEE MEDICAL				
50258 MEDICAL EXPENSES	0100285022/23		113.70	

ZEE MEDICAL	CHECK NO.	82164	113.70
ZOLL MEDICAL CORP			
50199 ZOLL SUPPLIES	1672304/1669223	895.50	
	CHECK NO.	82165	895.50
APLAC-FLEXONE			
50400 ALPAC OTHER	0401100000000000	405.57	
50401 APLAC OTHER	0401100000000000	310.78	
50402 APLAC SLAC	0401100000000000	271.20	
	CHECK NO.	82166	987.65
AT & T			
50409 POLICE NEW LINE	630R060096-03/10	1001.02	
	CHECK NO.	82167	1001.02
ATWELL & ATWELL			
50383 JANUARY LEGAL	01-19-10	100.00	
50386 DEC 2009 LEGAL	12-09-09	400.00	
	CHECK NO.	82168	500.00
BARR, WILLIAM			
50384 STICKER REFUND	2332	65.00	
	CHECK NO.	82169	65.00
BCNO, CSR KATHLEEN W.			
50382 ZBA HEARINGS	V-1-10	573.00	
	CHECK NO.	82170	573.00
CHASE			
50389 HVAC INTEREST	4581	8865.00	
	CHECK NO.	82171	8865.00
COLONIAL LIFE & ACCIDENT			
50261 COLONIAL S L A C	0329100000000000	22.59	
50390 COLONIAL S L A C	0401100000000000	47.88	
50391 COLONIAL OTHER	0401100000000000	27.63	
	CHECK NO.	82172	98.10
FEDERAL RESERVE BANK			
50262 SAVINGS BONDS	0329100000000000	50.00	
	CHECK NO.	82173	50.00
GLENN STEARNS			
50407 WAGE GARNISHMENT	902	250.00	
	CHECK NO.	82174	250.00

ILLINOIS FRATERNAL ORDER	CHECK NO.	CHECK NO.	AMOUNT	AMOUNT
50163 UNION DUES	032910000000000		33.00	
50184 UNION DUES	040110000000000		646.00	
	CHECK NO.	82175		684.00
JUDGEMENT CREDITOR				
50414 WAGE GARNISHMENT	129		416.35	
	CHECK NO.	82176		416.35
LSNB AS TRUSTEE FOR POST				
50264 PEHPPD	032910000000000		31.93	
50403 PEHPPD	040110000000000		518.48	
50404 PEHP REGULAR	040110000000000		2440.28	
	CHECK NO.	82177		2990.69
NATIONAL CITY BANK				
50308 TICKET OVERPAYMENT	04779915		200.00	
	CHECK NO.	82178		200.00
NATIONWIDE RETIREMENT SOL				
50395 USCM/PEBSO	040110000000000		1480.00	
50396 USCM/PEBSO	040110000000000		50.00	
	CHECK NO.	82179		1530.00
NCPERS GRP LIFE INS 3105				
50393 LIFE INS	040110000000000		240.00	
	CHECK NO.	82180		240.00
PACIFIC TELMANAGEMENT				
50387 LD TELEPHONES	176522		153.00	
	CHECK NO.	82181		153.00
STATE DISBURSEMENT UNIT				
50405 CHILD SUPPORT	040110000000000		1461.70	
	CHECK NO.	82182		1461.70
TRUST FEES				
50385 4TH QTR INVT MGMT SVCS	986000237		16935.24	
	CHECK NO.	82183		16935.24
VILLAGE OF HINSDALE				
50397 MEDICAL REIMBURSEMENT	040110000000000		628.53	
50398 DEP CARE REIMBURSEMENT	040110000000000		330.22	
50399 MEDICAL REIMBURSEMENT	040110000000000		605.50	
	CHECK NO.	82184		1564.25
VILLAGE OF HINSDALE-POLIC				

VILLAGE OF HINSDALE-POLIC
50436 POLICE PETTY CASH

35523

355.23

CHECK NO. 42185

355.23

Total Regular Checks \$352,338.12

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
Warrant Register # 1478

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 3/18/2010	Village Payroll # 6-Calendar 2010	FWH	35,916.26
Electronic Federal Tax Payment Systems 3/18/2010	Village Payroll # 6-Calendar 2010	FICA/MCARE	32,090.04
Illinois Department of Revenue 3/18/2010	Village Payroll # 6-Calendar 2010	State Tax Withholding	9,111.47
DuPage Credit Union 3/18/2010	Village Payroll # 6-Calendar 2010	Employee Withholding	5,540.19
ICMA - 457 Plans 3/18/2010	Village Payroll # 6-Calendar 2010	Employee Withholding	13,388.47
HSA Plan Contribution 3/18/2010	Village Payroll # 6-Calendar 2010	Employee Withholding	2,433.33
Electronic Federal Tax Payment Systems 4/1/2010	Village Payroll # 7-Calendar 2010	FWH	36,469.93
Electronic Federal Tax Payment Systems 4/1/2010	Village Payroll # 7-Calendar 2010	FICA/MCARE	32,479.06
Illinois Department of Revenue 4/1/2010	Village Payroll # 7-Calendar 2010	State Tax Withholding	9,214.99
DuPage Credit Union 4/1/2010	Village Payroll # 7-Calendar 2010	Employee Withholding	5,540.19
ICMA - 457 Plans 4/1/2010	Village Payroll # 7-Calendar 2010	Employee Withholding	13,981.29
HSA Plan Contribution 4/1/2010	Village Payroll # 7-Calendar 2010	Employee Withholding	2,433.33
HSA Plan Contribution 4/1/2010	Village Payroll # 7-Calendar 2010	Employer Withholding	4,885.50
Intergovernmental Personnel Benefit Cooperative 4/1/2010	April 2010 Contribution	Employee Health Insurance	150,000.00
Electronic Federal Tax Payment Systems 4/1/2010	Pension Payroll # 4 - Calendar Year 2010	4/10 Estimated FWH	10,000.00
Total Bank Wire Transfers and ACH Payments			363,484.05
Total Regular Checks, Pension Checks and Wire Transfers/ACH Payments			715,822.17

DATE: April 6, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM A-29-2009 - 718 N. York Road – Women’s Choice Services – Design Review Permit for Site Plan and Exterior Appearance Review – Signage and Exterior Appearance Approval	APPROVAL
<p><u>REQUEST</u></p> <p>The petitioner is requesting design review approval, to allow for a monument sign and wall sign for Woman’s Choice Services at 718 N. York Road, which is located in the O-2 Limited Office District. The building is located on the west side of York Road, just south of Ogden, and is located within the “Historic Graue Mill Gateway” Design Overlay District, which requires a public hearing for any exterior alteration to the property. Article VIII of the Zoning Code provides information regarding the purpose of the district and Section 11-605 provides additional information for procedures and review criteria.</p> <p>The petitioner is proposing to install a new monument sign and one wall sign on the east side of the subject property, facing York Road. The proposed monument sign will have an overall height of 4’-9” and would be 10.5 square feet (3’-6” x 3’-0”). The proposed wall sign would be on the east façade of the existing building and would be 17.75 square feet (2’-0” x 8’-10 1/2”). Both signs would be internally illuminated with the colors being a dark bronze in finish and the monument sign would have a fully landscaped brick base with a limestone cap, as illustrated in the attached illustrations.</p> <p><u>SIGN PERMIT REVIEW</u></p> <p>Subsection 9-106J of the Zoning Code provides the requirements for signage in the O-2 Limited Office District. The code provides for one ground sign, having a maximum overall height of eight feet and not exceeding 50 square feet per sign face. While the applicant is only proposing one wall sign, the code provides for two wall signs totaling twenty five square feet for each business that has a separate ground level principal entrance directly to the outside of the building onto a street. The maximum overall height of a wall sign is not more than 20 feet or no higher than the bottom of any second floor window, whichever is less. As such, the proposed sign application meets the requirements of Section 9-106 – Signs of the Zoning Code.</p> <p>At the March 10, 2010 Plan Commission meeting the commission reviewed the application submitted by Women’s Choice Services, and unanimously recommended approvals (8-0, 1 absent) of the requests for a Design Review Permit for the requested signs at 718 N. York Road.</p> <p><u>Review Criteria</u></p> <p>In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:</p> <ol style="list-style-type: none">1. Subsection 11-604F pertaining to Standards for site plan disapproval; and2. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit. <p>Attached are the approved findings and recommendation from the Plan Commission and the ordinance.</p>	

MOTION: Move that the Board of Trustees approve an "Ordinance Approving a Design Review Permit for Site Plan and Exterior Appearance Plan Modifications at 718 N. York Road."

APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION: On March 23, 2010, the Zoning and Public Safety Committee moved, on a 3-1 vote, to recommend approval of the above motion.

BOARD ACTION:

HINSDALE PLAN COMMISSION

RE: 718N. York Road – Women’s Choice Services – Design Review Permit for signage

DATE OF PLAN COMMISSION REVIEW: February 10 and March 10, 2010

DATE OF ZONING AND PUBLIC SAFETY REVIEW: March 23, 2010

FINDINGS AND RECOMMENDATION

I. FINDINGS

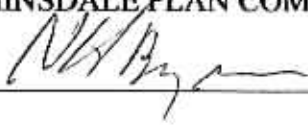
1. Doyle Signs (the “Applicant”) submitted an application on behalf of Women’s Choice Services to the Village of Hinsdale for a Design Review Permit to allow the installation of one wall and one ground sign at 718 N. York Road (the “Subject Property”).
2. The Subject Property is zoned in the O-2 Limited Office District and in the Design Review Overlay District.
3. The petitioner is proposing to install a new wall sign and a new monument sign for Women’s Choice Services at 718 N. York Road.
4. On February 10, 2010, the Plan Commission recommended changes to the proposed monument sign.
5. At the March 10, 2010 Plan Commission meeting, the applicant presented revisions to the commission for the proposed monument sign.
6. The Plan Commission finds that the application complies with the standards set forth in Section 9-106 of the Hinsdale Zoning Code governing signage.
7. The Plan Commission finds that the application complies with the standards set forth in Section 11-605 of the Hinsdale Zoning Code pertaining to the Design Overlay District.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, on a vote of eight “Ayes,” zero “Nays,” and one “Absent” recommends that the President and Board of Trustees approve the Design Review permit for signage, which included the approval of monument sign and one wall sign, located at 718 N. York for Women’s Choice Services.

THE HINSDALE PLAN COMMISSION

By: _____



Chairman

Dated this 24th day of March, 2010.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A DESIGN REVIEW PERMIT FOR SITE
PLAN AND EXTERIOR APPEARANCE PLAN MODIFICATIONS AT 718
NORTH YORK ROAD**

WHEREAS, Women's Choice Services (the "Applicant") filed an application for site plan approval and exterior appearance approval (the "Application") to authorize the installation of a ground sign and a wall sign at 718 North York Road in the Village of Hinsdale ("Subject Property"); and

WHEREAS, the Subject Property is zoned O-2 Limited Office District and is located in the Design Review Overlay District; and

WHEREAS, the Applicant proposes to install a ground sign and a wall sign;
and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on February 10, 2010 and recommended changes to the proposed monument sign; and

WHEREAS, at the March 10, 2010 Plan Commission meeting, the Applicant presented modifications to the Plan Commission for the proposed ground monument sign and, after considering all of the matters related to the Application, recommended approval of the Application; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale ("Zoning and Public Safety Committee"), at a public meeting on March 23, 2010, considered the Application and the recommendation of the Plan Commission; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that the Application satisfies the standards established in Sections 11-604, 11-605 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Approval of Site Plans and Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by laws of the State of Illinois and Sections 11-604, 11-605 and 11-606 of the Hinsdale Zoning Code, approves the site plans and exterior appearance plans attached to and, by this reference, incorporated into this Ordinance as Exhibit A (the "Approved Plans"), subject to the conditions stated in Section 3 of this Ordinance.

Section 3. Conditions. The approvals granted in Section 2 of this Ordinance are expressly subject to all of the following conditions:

- A. **Compliance with Plans.** All work on the Subject Property shall be undertaken in strict compliance with the Approved Plans.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

Section 4. Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 5. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2010.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

**ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE
CONDITIONS OF THIS ORDINANCE:**

By:

Its:

Date: _____, 2010

WOMAN'S CHOICE SERVICES			
CLIENT	ADDRESS	TEL. NO. (AREA NO.)	STATE
CITY	COUNTRY	INSURANCE	UNSURE
DESIGN NO.	#10680.0	SCALE:	
DESIGNER	III	DATE:	2 11 11
SALESPERSON	II	SHEET NO.	40 of 40

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM Case A-28-2009 - Applicant: Insite RE, Inc. as agent for T-Mobile, Verizon Wireless, US Cellular and Clearwire - Location: 333 W. 57 th Street – Hinsdale Central High School: Special Use Permit for a Wireless Antenna and Site Plan/Exterior Appearance	APPROVAL

The applicant Insite RE, Inc. as agent for the above referenced cell carriers, is proposing to co-locate a total of four new cellular antenna facilities (a total of 36 antennas) on the existing water tower with the associated equipment to be housed in a ground level facility, at the base of the water tower located at 333 W. 57th Street in the IB Institutional Buildings District. Subsection 7-305I states that personal wireless services antennas of this nature are special uses. The proposed antennas would be the first on the property at 333 W. 57th.

ZONING HISTORY/CHARACTER OF AREA

The site currently contains the Villages' water tower and is adjacent to Hinsdale Central High School's campus on three sides of the existing zoning lot. The property to the south is located in the R-3, Single-Family Residential District and contains both vacant property and single-family homes. Directly north, east and west of the subject property is Hinsdale Central High School.

GENERAL STAFF COMMENTS

Subsection 7-305I of the Zoning Code states that personal wireless services antennas are Special Uses in the IB Institutional Buildings District when the antennas would not otherwise be permitted pursuant to section 7-302. Paragraph 7-309B(4) of the Zoning Code states that panel antennas shall not exceed two feet horizontally and five feet vertically. The applicant has confirmed that none of the proposed antennas exceed these dimensions.

The plans submitted depict a total of 36 antennas to be located on the existing water tower, with an equipment shelter proposed at ground level on the existing zoning lot, west of the water tower. The antennas are proposed to be spaced in a manner to wrap entirely around the existing tower. The antennas will vary in height and width, depending on carrier however as stated previously, the applicant has confirmed that none of the proposed antennas will exceed the required dimensions. Staff does not believe that there would be any additional impact to historic structures within the Village as they would not be visible from any historic sites and the applicant has indicated that they will further mitigate any potential visual impacts by painting the antennas and cables to match the existing water tower. This property is not listed on the National Register of Historic Places and is not designated as a Local Landmark by the Village of Hinsdale. The antennas would be placed on the water tower in accordance with Subparagraph 7-310E3(c)(iii) which states that directional or panel antennas may not extend above the highest point of the building or structure to which they are attached or more than two feet from the exterior of any wall or roof of the building or structure to which they are attached, provided, however, that such antennas may extend up to eight feet above the highest point of any water tower to which they are attached. As depicted in the attached drawings, the proposed antennas would be located below the highest point of the existing water tower.

The Federal Telecommunications Act prohibits local governments from considering environmental effects of radio frequency emissions to the extent that such facilities comply with the FCC's regulations concerning such emissions when reviewing antenna locations. Carriers are responsible for being EMF compliant (electromagnetic field levels) with Federal regulations.

The plans submitted indicate that the proposed equipment shelter will have an overall height of 12'-6" and located on the west side of the existing water tower. Subparagraph 7-310E3(c)(iv) states that electronic equipment and equipment structures shall not exceed applicable district height regulations. Subsection 7-310A states a maximum building height of 40 feet. The applicant has also proposed additional landscaping along the southwest corner of the lot to provide a buffer for the equipment shelter from the single-family residences and 57th Street. Subparagraph 7-310E11(c) which states a setback of not less than 300 feet, pertains to antennas and antenna support structures of a tower design, which this request is not.

At the February 10, 2010 Plan Commission meeting the commission reviewed the application submitted by Insite RE, Inc. and recommended approval (5-2, 2 absent) of the request for a Special Use Permit and Site Plan/Exterior Appearance Approval to co-locate a total of 36 new antennas on the existing water tower, with the associated equipment housed in a ground level facility at the base of the water tower, subject to the following conditions:

1. The cell providers must use natural gas, rather than diesel, for the purpose of powering the back-up generators within the equipment shelter.
2. The applicant will provide a noise study for the proposed back-up generators to assess noise levels produced by the generators outside of the proposed equipment shelter.

Review Criteria



In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:

1. Subsection 11-602E pertaining to Standards for special use permits;
2. Subsection 11-604F pertaining to Standards for site plan disapproval; and
3. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit.

Attached are the findings and recommendations from the Plan Commission and the ordinance.

Should the recommendation be to approve the requested proposal, the following motion would be appropriate:

MOTION: Move that the Board of Trustees approve an "Ordinance Approving a Special Use Permit, Site Plans and Exterior Appearance Plans for the Installation of New Cellular Antennas and an Equipment Shelter, at the Property Located at 333 W. 57th Street."

APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On February 22, 2010, the Zoning and Public Safety Committee, on a 2-2 vote, moved to forward the above request to the Board of Trustees with no recommendation.				
BOARD ACTION:				

Sean Gascoigne

From: [REDACTED]
Sent: Wednesday, February 24, 2010 09:31 PM
To: Sean Gascoigne; Village President; Village Trustees
Subject: NO to any cell towers at Hinsdale Central High School

To Whom it may Concern,

I am writing because I am concerned regarding the proposed cell antenna installation that would allow four carriers to each place multiple antennas atop the water tower at Hinsdale Central High School. If installed, 2,700 Hinsdale Central students as well as the numerous teachers and staff at Central would be exposed to electromagnetic fields (EMF) and radiation frequencies (RF) from 4 cell carriers for 7 hours a day, 5 days a week. When you include after-school activities and sports, and their exposure goes up considerably.

As a parent of a present high school student and another who will attend in two years I am not at all comfortable with this exposure and would seriously investigate moving to another district. I am sure there are many parents who would feel the same and as such this tower would not only affect the children and staff who are being exposed to these radiation frequencies and electromagnetic fields but also eventually affect property values of the homes assigned Hinsdale Central as their district.

I am curious as to the change in position regarding a cell antenna. In the past it has been voted NO due to the unsafe exposure the antenna would create. Has there been new information disproving this previous belief? Are we sure this new information is accurate, if indeed this is why the village is now considering allowing multiple antennas to be installed? Why would we use our children as test subjects by installing the antennas at the high school?

Please bear in mind any information provided by the cell companies will be slanted in their favor as it is their objective to make a better profit by being able to install more towers. I truly hope that all claims are being verified by our village personnel. It has already been discovered that the site locator's statement that Lake Forest High School has installed cell antennas has been denied by Lake Forest High school officials. The companies' concerns are not with the safety and health of our community but with the profits of their companies.

03/29/2010

As much as I would like better cell phone reception I feel the placement of the tower at the high school is too costly a price to pay. Surely there is another location that would not expose so many children on such a continuous bases which can be used for placement of the tower?

Sincerely,
Laura Scodro

Sean Gascoigne

From: David Cook
Sent: Thursday, February 25, 2010 04:08 PM
To: Robert McGinnis; Sean Gascoigne
Subject: FW: Jeff Holland — Cell Tower Proposal

fyi

David Cook
Village Manager
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521-3431
Phone: (630) 789-7013
Fax: (630) 789-7015
Email: dcook@villageofhinsdale.org

-----Original Message-----

From: Holland Jeffrey [REDACTED]
Sent: Thursday, February 25, 2010 4:05 PM
To: Village Trustees
Subject: Jeff Holland — Cell Tower Proposal

Village Trustee:

Hello, my name is Jeff Holland, and I am writing to let you know that I oppose the proposed cell tower on District 86 property for three reasons:

1. While it is presumed that cell phone towers are harmless to people of close proximity, there is no conclusive evidence that they are safe. Until enough scientific data is presented (next 10 -15 years), I believe that prudence is the best course of action which would dictate placing them at least 1000 feet away from schools.
2. I understand that one of the primary reasons the village is interested in this project is to "get better cell phone service", however, CDMA based cell phones (verizon, sprint, and us cellular) seem to work just fine within the village.
3. The contract being proposed is too long in duration (10 -20 years) and does not have an "early out" clause. The contract completely favors the wireless carriers.

Sincerely,

Jeff Holland

<http://thehollandportfolios.com/>

Sean Gascoigne

From: David Cook
Sent: Friday, February 26, 2010 06:57 AM
To: Robert McGinnis
Cc: Sean Gascoigne
Subject: FW: Cell Phone Tower

From: Vinaya Sharma [REDACTED]
Sent: Thu 2/25/2010 10:38 PM
To: Village Trustees
Subject: Cell Phone Tower

Dear Trustees,

I live on 57th street right near the water tower with proposed cell antennae. I would like to voice my 100% support FOR allowing the antennae on top of the water tower. Cell phone coverage in that part of town is extremely poor and many times I have lost connections. I do not have a land-line and thus am reliant on my cell phone. I do not like having to go outside to keep a call (particularly in this weather).

I had gotten the impression from a local paper that the neighbourhood was concerned about the antennae. I personally have not heard of any concerns from my neighbours in several years about this and thus wanted to at least debunk the theory that everyone around the tower is against the antennae.

In the spirit of public disclosure, I am a Dist86 board member. The District stands to gain annual revenue should the antennae get installed. My opinions and support above are strictly personal and do not reflect those of the Dist86 Board. Regretably, I have school responsibilities on March 16 evening and thus can not attend your meeting to voice my support for the project.

I hope you will approve this quickly and allow for better cell coverage within the next few months on the south end of Hinsdale. It is long overdue.

Thank you for your time.
Vinaya Sharma
306 W 57th

03/29/2010

Sean Gascoigne

From: Robert McGinnis
Sent: Tuesday, March 02, 2010 02:29 PM
To: Sean Gascoigne
Subject: FW: Cell Tower Antenna

Robert McGinnis MCP
Building Commissioner
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521-3489
(630) 789-7036 fax (630) 789-7016
rmcginnis@villageofhinsdale.org

From: David Cook
Sent: Friday, February 26, 2010 2:51 PM
To: Village Trustees
Cc: Robert McGinnis
Subject: FW: Cell Tower Antenna

fyi

David Cook
Village Manager
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521-3431
Phone: (630) 789-7013
Fax: (630) 789-7015
Email: dcook@villageofhinsdale.org

From: Spitzer, Gregory E. [REDACTED]
Sent: Friday, February 26, 2010 2:45 PM
To: David Cook
Subject: Cell Tower Antenna

Dave, as a resident of Hinsdale, I just wanted to express my support for completing the transaction for installation of a cellular antenna on the water tower near HCHS. In these difficult financial times, it is important to maximize our town resources and still provide the necessary services we need. This seems like a double win for Hinsdale by improving our cell phone coverage and adding revenue to the town and school district. I urge the town to get this project completed so that other matters may be addressed. Please feel free to pass this on to the Village Trustees.

Sincerely,

Gregory Spitzer
217 The Lane
Hinsdale, IL 60521

03/29/2010

Sean Gascoigne

From: Robert McGinnis
Sent: Tuesday, March 02, 2010 02:29 PM
To: Sean Gascoigne
Subject: FW: Cell antenna project

Robert McGinnis MCP
Building Commissioner
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521-3489
(630) 789-7036 fax (630) 789-7016
rmcginnis@villageofhinsdale.org

-----Original Message-----

From: David Cook
Sent: Friday, February 26, 2010 4:29 PM
To: Robert McGinnis
Subject: Fw: Cell antenna project

----- Original Message -----

From: Stephanie Rens-Domiano [REDACTED]
To: Village Trustees
Cc: Steve Domiano [REDACTED]
Sent: Fri Feb 26 16:16:21 2010
Subject: Cell antenna project

Hi,

I live in Hinsdale south of 55th street and would like to weigh in the cell antenna project that is coming up for a vote. I completely support the project and really can't understand why it wouldn't be approved by all governing bodies, including the ZPS Board and Village Board. Our cell service is spotty at best around my home, so new antennas would greatly improve my quality of life. Why should we be any different than other areas in our village? The water tower is already an existing structure so no new structure needs to be constructed, would strengthen the signal provided to cell phones in the area, and provide money to both the village and school district. I can't see the downside. Those that live nearby have health hazard concerns, but that is not part of the discussion by law. They have already been deemed safe by the Federal government.

I both live in the vicinity and will have high school students in the building in a couple of years. I have no problem with the idea of antennas on the water tower.

I encourage you to move forward with this project and approve the antennas.

Sincerely,
Stephanie Domiano
5618 South Park Ave
Hinsdale

HINSDALE PLAN COMMISSION

RE: Case A-28-2009 - Applicant: Insite RE, Inc. as agent for T-Mobile, Verizon Wireless, US Cellular and Clearwire - Location: 333 W. 57th Street - Request: Special Use Permit and Exterior Appearance/Site Plan Review Approval for Installation of Cellular Antennas and Accessory Equipment.

DATE OF PLAN COMMISSION REVIEW: February 10, 2010

DATE OF ZONING AND PUBLIC SAFETY REVIEW: February 22, 2010

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Insite RE, Inc. as agent for T-Mobile, Verizon Wireless, US Cellular and Clearwire ("Applicant"), submitted an application to the Village of Hinsdale for a special use permit and exterior appearance/site plan review approval (the "Application") to allow the installation of 36 new cellular antennas on the existing water tower with the associated equipment to be housed in a ground level facility, at the base of the water tower located on the property known as 333 W. 57th Street, Hinsdale, Illinois (the "Property").
2. The Property is located within the IB, Institutional Buildings District in which cellular antennas are authorized as special uses.
3. The Applicant proposes to install a total of thirty-six cellular antennas on the lawfully existing water tank structure with a new equipment shelter on the Property.
4. The Plan Commission heard comments from the audience regarding the proposed site improvements and special use permit at the public hearing held on the Application on February 10, 2010.
5. The applicant agreed to utilize natural gas rather than diesel and also provide a noise study for the proposed back-up generators.
6. The Plan Commission specifically finds that the Application, as a whole, satisfies the standards in Section 11-602 of the Zoning Code applicable to approval of a special use permit, Subsection 11-604F pertaining to standards for site plan disapproval and Section 11-606 of the Zoning Code governing exterior appearance review.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, by a vote of 5 "Ayes," 2 "Nay," and 2 "Absent" recommends that the President and Board of Trustees approve the Application for a Special Use permit to allow the installation of new antennas on the water tank at the Property, with the associated ground level equipment shelter, subject to the following conditions:

1. The applicable cell providers must use natural gas, rather than diesel, for the purpose of powering the back-up generators within the equipment shelter.
2. The Applicant shall provide a noise study for the proposed back-up generators to assess noise levels produced by the generators outside of the proposed equipment shelter.

The Village of Hinsdale Plan Commission, by a vote of 5 "Ayes," 2 "Nay," and 2 "Absent" recommends that the President and Board of Trustees approve the Application for exterior appearance/site plan review approval for the installation of new antennas and the associated ground level equipment shelter, located on the water tank at the Property.

THE HINSDALE PLAN COMMISSION

By: 
Chairman

Dated this 12th day of March, 2010.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT, SITE
PLANS AND EXTERIOR APPEARANCE PLANS FOR THE
INSTALLATION OF NEW CELLULAR ANTENNAS AND AN
EQUIPMENT SHELTER AT THE PROPERTY
LOCATED AT 333 WEST 57TH STREET
(Plan Commission Case No. A-28-2009)**

WHEREAS, Insite RE, Inc., filed an application for a special use permit and site plan and exterior appearance approval (the "Application") to allow for the installation of thirty-six (36) new cellular antennas and an equipment shelter on the water tower located at the property commonly known at 333 West 57th Street, and legally described in Exhibit A, attached hereto and incorporated herein (the "Subject Property"); and

WHEREAS, the Subject Property is located within the IB Institutional Buildings District in which cellular antennas are authorized as special uses pursuant to Subsection 7-305I of the Village of Hinsdale Zoning Code; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on February 10, 2010, pursuant to notice thereof properly published in the Hinsdalean on January 21, 2010, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application, as set forth in the Plan Commission's Findings and Recommendations for PC Case No. A-28-2009, incorporated herein by reference as though fully set forth; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on February 22, 2010, considered the Application and the recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the recommendation of the Zoning and Public Safety Committee, the Findings and Recommendation of the Plan Commission, and all of the materials, facts, and circumstances related to the Application, and they find that the Application satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits and Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Approval of Special Use Permit for New Cellular Antennas and an Equipment Shelter. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves a special use permit for the installation of thirty-six new cellular antennas and an equipment shelter on the lawfully existing water tower located at the property commonly known as 333 West 57th Street, and legally described in Exhibit A, subject to the conditions stated in Section 4 of this Ordinance.

Section 3. Approval of Site Plans and Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the site plans and exterior appearance plans attached to and, by this reference, incorporated into this Ordinance as Exhibit B (the "Approved Plans"), subject to the conditions stated in Section 4 of this Ordinance.

Section 4. Conditions. The approvals granted in Sections 2 and 3 of this Ordinance are expressly subject to all of the following conditions:

A. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

B. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.

C. Compliance with Approved Plans. All development within the Subject Property shall be undertaken only in strict compliance with the Village-approved planned development plans, including without

limitation the Approved Site Plans, the Approved Exterior Appearance Plans, and other Village-approved plans.

D. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

E. Back-Up Generators. The Applicant shall utilize natural gas rather than diesel gas for the purpose of providing power to the applicable back-up generators.

Section 5. Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 6. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2010.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

**ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO
THE CONDITIONS OF THIS ORDINANCE:**

By:

Its:

Date: _____, 2010

Z:\PLS\Village of Hinsdale\Ordinances\2010\10-xx 333 W. 57th 02-16-10.doc

EXHIBIT A

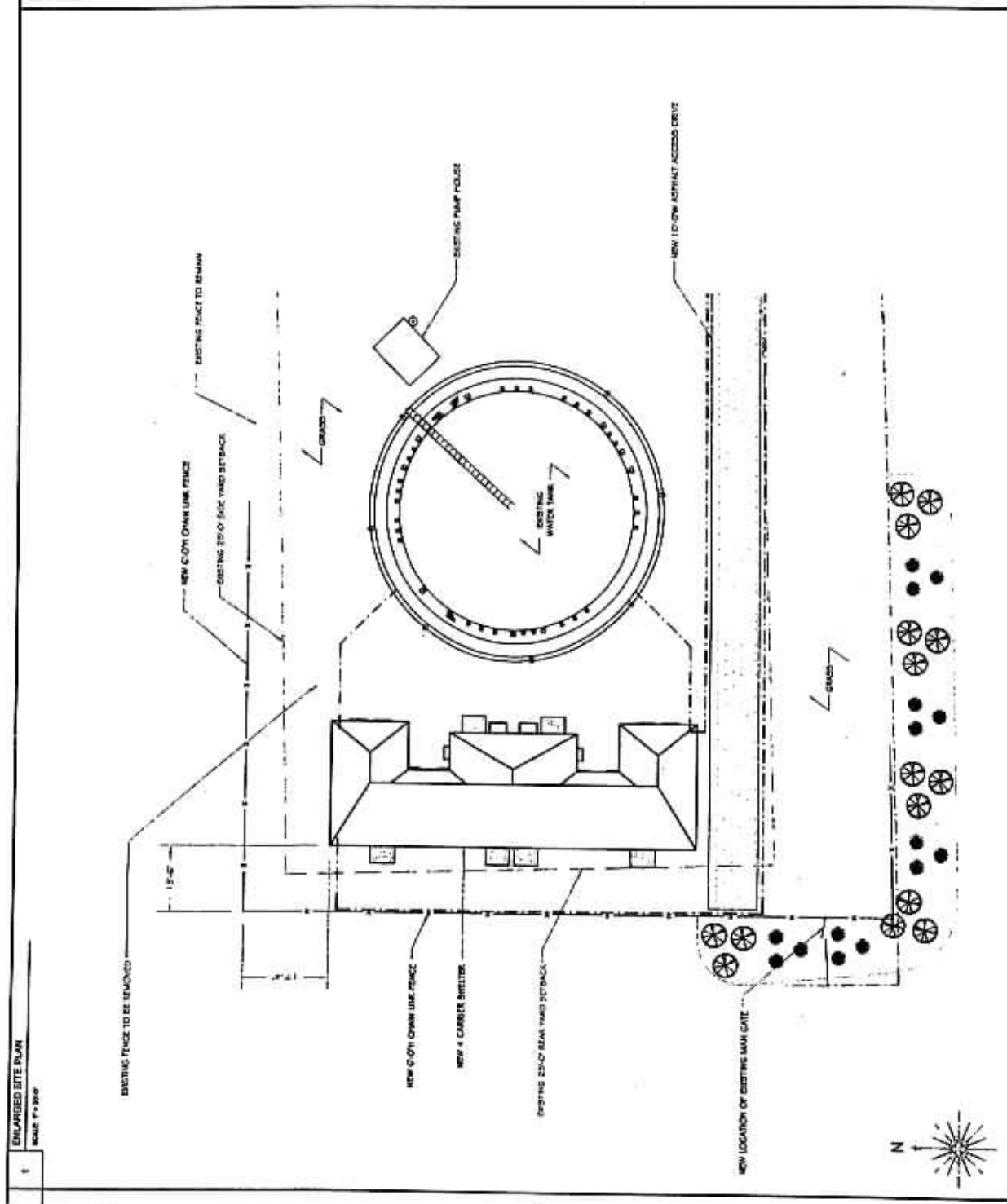
LEGAL DESCRIPTION

THE EAST 200 FEET OF THE NORTH HALF OF LOT 4 IN BLOCK 7 OF BRANIGAR BROS. HINSDALE FARMS A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS. ALSO;

A PARCEL OF LAND FOR ACCESS AND UTILITY EASEMENT PURPOSES, BEING PART OF THE EAST 200 FEET OF THE NORTH HALF OF LOT 4, BLOCK 7 IN BRANIGAR BROS HINSDALE FARMS BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER) OF SECTION 13 TOWNSHIP 38 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID EAST 200 FEET; THENCE NORTH 01 DEGREES 42 MINUTES 07 SECONDS WEST ALONG THE EAST LINE THEREOF 25.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 31 MINUTES 50 SECONDS WEST PARALLEL WITH THE NORTH LINE OF PENZE'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN DUPAGE COUNTY AS INSTRUMENT NUMBER 495827 ON APRIL 16, 1946, A DISTANCE OF 183.41 FEET; THENCE NORTH 01 DEGREES 42 MINUTES 07 SECONDS WEST, 88.01 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 53 SECONDS EAST, 14.50 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 07 SECONDS EAST, 73.00 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 53 SECONDS EAST, 22.83 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 07 SECONDS EAST, 3.16 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 50 SECONDS EAST, 146.08 FEET TO THE EAST LINE OF THE AFORMENTIONED EAST 200 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 07 SECONDS EAST, 12.00 FEET TO THE POINT OF BEGINNING.

PREPARED FOR: 	FORGE SERVICES, INC. 1000 N. W. 10TH AVENUE SUITE 200 MIAMI, FL 33136		KAMRY 1000 N. W. 10TH AVENUE SUITE 200 MIAMI, FL 33136	FORCE PROJECT NO. 10000 DRAWING NO. 10000 CHECKED BY: [blank]	DATE: [blank] PROJECT: [blank]	DATE: [blank]	8531827 MINSOALE WT 330 W. 57TH STREET MINSOALE, IL 60031 WATER TOWER	ENLARGED SITE PLAN	C2.1
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LEGEND	
	MANHOLE VALVE VAULT
	CATCH BASIN
	CURB INLET
	VALVE (INDIVIDUAL SERVICE)
	FIRE HYDRANT
	STREET LIGHT/POLE
	UTILITY POWER POLE
	CUT WIRE/STRUCTURE
	TELEPHONE PEDestal
	ELECTRIC METER
	GAS METER
	TRAFFIC SIGNAL
	TRAFFIC SIGNAL BOX
	BOX
	MANHOLE
	DRAINAGE
	FEET (AT END OF PIPE)
	CHAIN LINK FENCE
	WOOD FENCE
	DEPRESSED CURB
	CONCRETE CURB & GUTTER
	SANITARY SEWER
	STORM SEWER
	WATER MAIN
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	OVERHEAD TELEPHONE
	UNDERGROUND TELEPHONE
	GAS LINE
	CABLE LINE
	BUS/SHELL
	FIRE HYDRANT
	FIRE NON-HYDRANT
	DRAINAGE ARROW
	CONTOUR LINE
	SPOT ELEVATION
	TOP OF FOUNDATION
	TOP OF CONCRETE/SLAB
	FINISHED FLOOR
	ABOVE GROUND LEVEL
	BELOW GROUND LEVEL
	CONCRETE
	ASPHALT
	GRAVEL
	BRICK
	NEW BUILDING/STRUCTURE
	EXISTING BUILDING/STRUCTURE
	LEASE SITE
	ACCESS DRIVEWAY

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

WATER TANK VOLUME: 253,904 CU. FT.

NEW PANEL ANTENNAS
FOR (4) CARRIERS

17' TANK
ELEV. +104'-0" ±

17' TANK
ELEV. +100'-0" ±

CU. ANTENNAS
ELEV. +100'-0" ±

17' TANK
ELEV. +100'-0" ±

TOWER PLATE
ELEV. +100'-0" ±

EXISTING REINFORCING BAR, 1/2"

CONCRETE FILLING 13' TANK WITH
COVER TO BE FINISHED TO MATCH
WHITE TANK

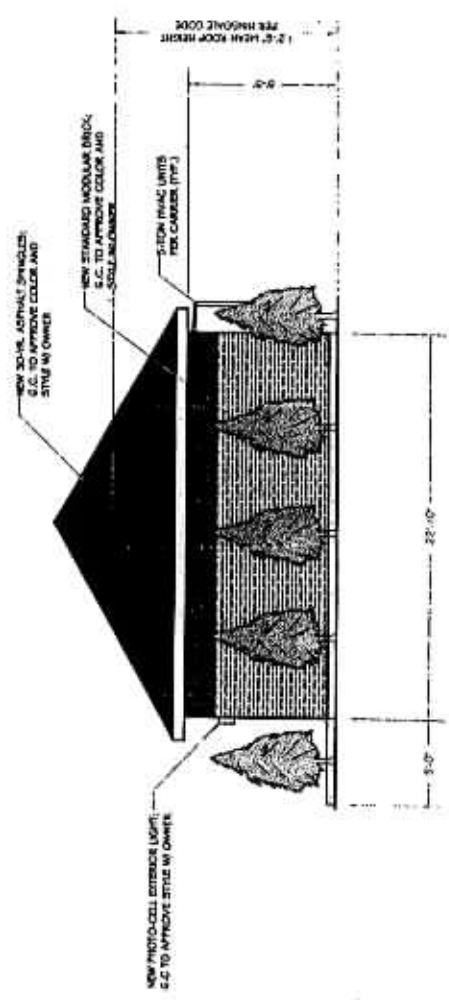
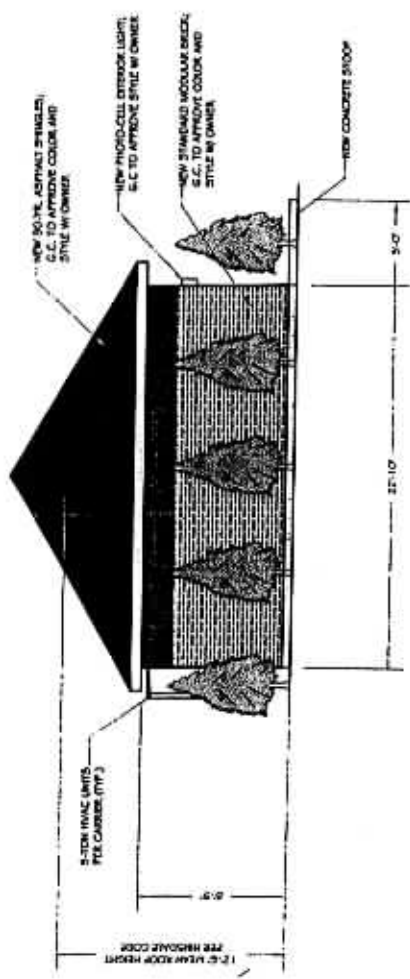
CONCRETE FILLING 13' TANK WITH
COVER TO BE FINISHED TO MATCH
WHITE TANK

EXISTING WHITE TANK

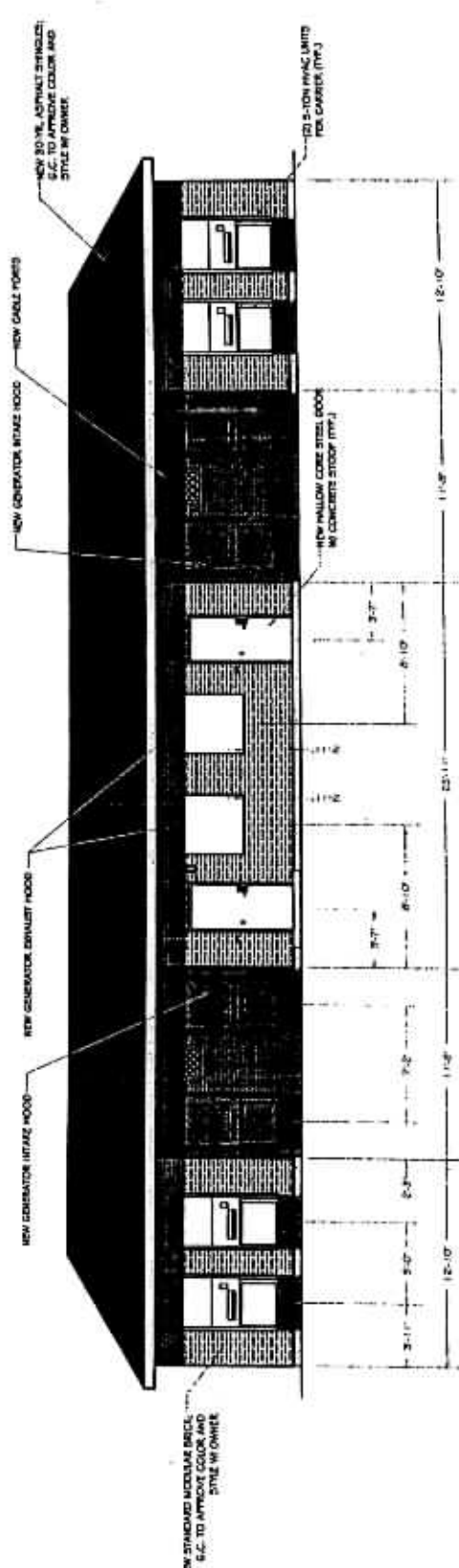
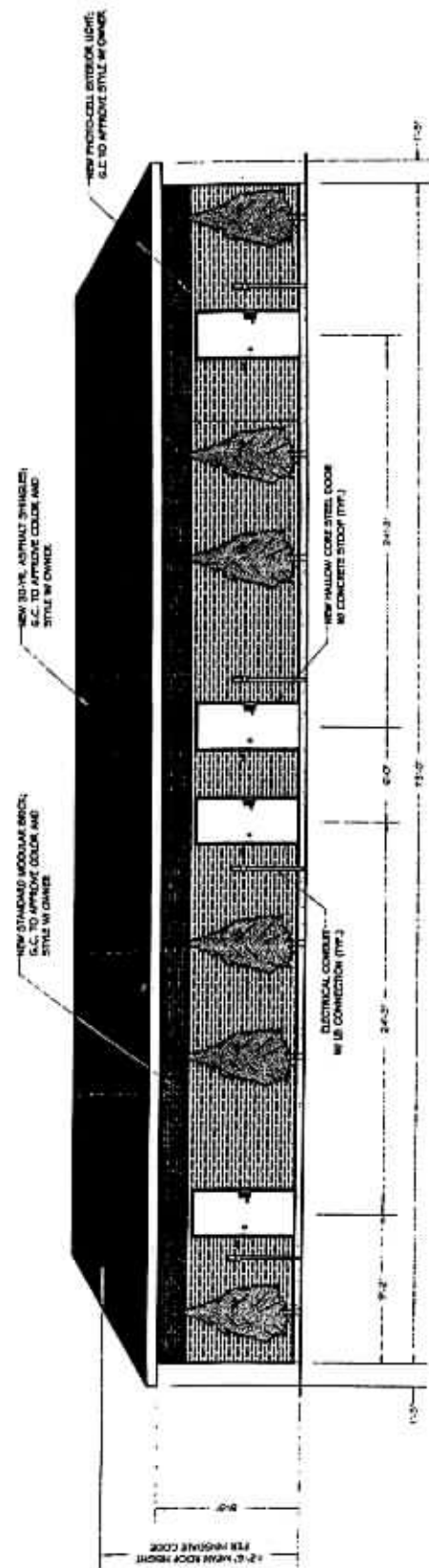
NEW 4 CARRIER SHEDS: BRICK, SHINGLE AND TRIM
STYLE AND COLOR TO BE DETERMINED AND APPROVED
BY VILLAGE

TYPICAL CHASE
ELEV. +10'-0" ±

PREPARED FOR: US Cellular	forge FORGE SERVICES, INC. 214 N. 5TH STREET MUNSDALE, IL 60551 (708) 291-1100	kamry KAMRY ENGINEERING & ARCHITECTURE 700 N. 5TH STREET MUNSDALE, IL 60551 (708) 291-1100	FORGE PROJECT NO. 184128 DRAWN BY: DP CHECKED BY: RB	DATE: 07/15/09 SCALE: AS SHOWN	DATE: 07/15/09 SCALE: AS SHOWN	8831627 MUNSDALE, IL 330 W. 57TH STREET MUNSDALE, IL 60551 WATER TOWER	ELEVATION	C3.1
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[illegible]

PREPARED FOR:  US Cellular	 FORGE SERVICES, INC. 11000 W. 111TH STREET SUITE 200 OVERLAND PARK, KS 66213 (913) 666-1100	 KAMRY 11000 W. 111TH STREET SUITE 200 OVERLAND PARK, KS 66213 (913) 666-1100	FORGE PROJECT NO.: 1441-09 DRAWING BY: DP CHECKED BY: PG	DATE: 08/01/09 TIME: 08:00 AM PROJECT: 1441-09	DATE REVISION: _____ BY: _____ REASON: _____	10311827 HINSDALE WPT 339 W. 37TH STREET HINSDALE, IL 60521 WATER TOWER	SHELTER ELEVATIONS	C4.1
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VIEW FROM SOUTH

AFTER

(3) USC ANTENNAS
240° AZ.

(3) USC ANTENNAS
120° AZ.


NEW CABLE TRAY
W/ PAINTED COVER

Hinsdale WT

339 W. 57th Street N 41° 47' 10.10 (41.7861388)
Hinsdale, IL 60521 W 87° 56' 03.00 (-87.9341666)

DATE: April 6, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER				ORIGINATING DEPARTMENT Community Development
ITEM Approval of a Resolution Approving Lease Agreements with T-Mobile, Verizon Wireless, US Cellular and Clearwire				APPROVAL
<p>At the February 10, 2010 Plan Commission meeting the commission reviewed the application submitted by Insite RE, Inc. and recommended approval (5-2, 2 absent) of the request for a Special Use Permit and Site Plan/Exterior Appearance Approval to co-locate a total of 36 new antennas on the existing water tower, with the associated equipment housed in a ground level facility at the base of the water tower, which included a condition to power the back-up generators with natural gas rather than diesel as proposed.</p> <p>While the Plan Commission has recommended approval of the above referenced requests, the providers associated with the approval must also enter to lease agreements with the Village to permit the co-locating of the antennas on the Village's water tank. As such the Village Attorney has provided the attached resolution for your review and approval.</p> <p>Should the Village Board find the agreement satisfactory, the following motion would be appropriate:</p> <p>MOTION: Move that the Board of Trustees approve a "Resolution Approving Water Tower Lease Agreements Between the Village of Hinsdale and Certain Lessees for Installations of Communications Equipment."</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On February 22, 2010, the Zoning and Public Safety Committee, on a 2-2 vote, moved to forward the above request to the Board of Trustees with no recommendation.				
BOARD ACTION:				

VILLAGE OF HINSDALE

RESOLUTION NO. _____

**A RESOLUTION APPROVING WATER TOWER LEASE
AGREEMENTS BETWEEN THE VILLAGE OF HINSDALE AND CERTAIN
LESSEES FOR INSTALLATION OF COMMUNICATIONS EQUIPMENT**

BE IT RESOLVED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1. Lease Agreement Approved. The Lease Agreement between the Village of Hinsdale and _____ is approved in substantially the form of the Lease Agreement attached hereto and incorporated herein as Exhibit A.

Section 2. Lease Agreement Approved. The Lease Agreement between the Village of Hinsdale and _____ is approved in substantially the form of the Lease Agreement attached hereto and incorporated herein as Exhibit B.

Section 3. Lease Agreement Approved. The Lease Agreement between the Village of Hinsdale and _____ is approved in substantially the form of the Lease Agreement attached hereto and incorporated herein as Exhibit C.

Section 4. Lease Agreement Approved. The Lease Agreement between the Village of Hinsdale and _____ is approved in substantially the form of the Lease Agreement attached hereto and incorporated herein as Exhibit D.

Section 5. Execution of Lease Agreements. The Village Manager is hereby directed to execute the Lease Agreements on behalf of the Village in substantially the form attached in Exhibits A-D.

Section 6. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this ____ day of _____, 2010.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2010.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

WATER TOWER LEASE AGREEMENT

This Agreement, made this _____ day of _____, 2010, between the Village of Hinsdale, an Illinois municipal corporation, with its principal mailing address of 19 East Chicago Avenue, Hinsdale, Illinois 60521, Tax ID # _____ hereinafter designated LESSOR and United States Cellular Operating Company of Chicago, LLC, a Delaware limited liability company, with its principal office located at Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower (Tower), located at 333 West 57th Street, DuPage County, State of Illinois, and being further described as PIN's 9-13-100-006 and 09-13-100-015, in Document Number 722028 as recorded on July 2, 1954 in the Office of DuPage County Recorder's Office (the entirety of LESSOR's property is referred to hereinafter as the Property), together with a parcel of land sufficient for the installation of LESSEE's equipment and building generally as shown on Exhibit "A", attached hereto and made a part hereof together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, 57th Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached

hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Twenty One Thousand Six Hundred and No/100 Dollars (\$21,600) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 19 East Chicago Avenue, Hinsdale, Illinois 60521, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. This Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be due by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within a reasonable time after receipt of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the

contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion and sole expense of LESSEE (not including the access easement). LESSEE, at LESSEE's expense, and with prior approval of LESSOR, not to be unreasonably withheld, conditioned or delayed, shall have the right to make other improvements to the Premises. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, in good condition, reasonable wear and tear excepted. LESSOR shall have the right to perform any non-emergency painting, repair or other maintenance with respect to the Property.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the Governmental Approvals) that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Property is no longer technically compatible for LESSEE's intended use, or LESSEE is unable to conduct business at the Premises during the lease term or any extension of the lease term; or a title commitment or report obtained by LESSEE with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in LESSEE's opinion, interfere with LESSEE's intended use of the Premises, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. Any rentals paid up to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, painting, repair or similar work at the Property or in the Building provided:

- i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

- ii. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least one hundred and eighty (180) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE is not required to obtain additional zoning or permitting approvals from the Village of Hinsdale in connection with the Temporary Relocation;
- v. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- vi. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. On a monthly basis, LESSEE shall provide LESSOR with written notice of the date and time any person has accessed the Tower.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may after providing LESSOR 60 written notice before it makes such repairs or maintenance make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make the payment to LESSEE within thirty (30) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment or operations of the LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties (provided that such LESSOR or pre-existing equipment is operated in accordance with all applicable Rules and Regulations of the Federal Communications Commission ["FCC"]). In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other lessees of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE (provided that such LESSEE equipment is operated in accordance with all applicable Rules and Regulations of the FCC). The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance; in addition, LESSEE may terminate this Agreement

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the FCC, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Subject to Paragraph 13 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents including reasonable attorneys fees.

13. INSURANCE. LESSEE shall provide insurance naming the Village, its Board members, employees and agents as additional insureds in coverage as indicated on attached Exhibit C.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items

are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of easement or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of LESSOR's Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of the property which includes the Premises and leasehold granted in this Agreement shall be under and subject to the rights of the LESSEE contained in this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other Parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521
Attention: Village Manager

cc: Kenneth M. Florey
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
55 W. Monroe St., Suite 800
Chicago, IL 60603

LESSEE: United States Cellular Operating Company of Chicago, LLC
Attention: Real Estate
8410 West Bryn Mawr Avenue, Suite 700
Chicago, Illinois 60631

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to

LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE or LESSOR with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR or LESSEE shall give LESSEE or LESSOR written notice of such default. After receipt of such written notice, the LESSEE or LESSOR shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE or LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE or LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion provided that the cure period shall not exceed 180 days from the receipt of the written notice described herein. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

- A. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.
- B. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding

which is in any way related to: a) LESSOR's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEEs operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in

conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. ONE-TIME NON-REFUNDABLE PAYMENT. As further consideration for LESSOR's agreement to enter into this Lease, LESSEE agrees to pay LESSOR the one-time, lump-sum, non-refundable payment of Four Thousand and No/100 Dollars (\$4,000), which sum shall be paid by LESSOR to LESSEE within thirty (30) days following full execution of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their
irrespective seals the day and year first above written.

LESSOR:

LESSOR:

Village of Hinsdale, an Illinois municipal corporation

By: _____

Name: _____

Its: President _____

Date: _____

ATTEST: _____

Village Clerk

LESSEE:

By:

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

Legal Description

File No. 11434786

Property located in DuPage, IL

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms a subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

AND BEING the same property conveyed to Village of Hinsdale, a municipal corporation from Loy F. Pennington and Dorothea E. Pennington, his wife by Warranty Deed dated June 23, 1954 and recorded July 02, 1954 in Instrument No. 722028.

Tax Parcel No. 09-13-100-006

EXHIBIT B

MORE SPECIFIC DETAILS NEEDED

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: () _____ @ _____'

Orientation: _____

() _____ Solid dish

below _____', Azimuth: _____

DTMDOCS 922230v1

Diameter of transmission line: Not to exceed _____"

EXHIBIT C

INSURANCE REQUIREMENTS

A. Insurance Coverage

1. LESSEE agrees that it will, at its own expense, obtain and maintain in full force and effect during the entire duration of this Agreement general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for liability including, but not limited to, liability for personal injuries and property damage.
2. LESSEE shall obtain the aforementioned insurance coverage from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village.
3. The aforementioned insurance shall have at least the minimum coverage limits set forth below:
 - a. Comprehensive General Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - b. Comprehensive Automobile Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - c. Excess Liability Umbrella Coverage: \$10,000,000.

B. Certificate of Insurance

1. Prior to the beginning of the term of the Agreement, and on or before January 1st of each year during the term of this Agreement, the Library shall file with the Village copies of the Lessee's Certificates of Insurance evidencing that: (1) it has procured general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for personal injuries and property damage; (2) from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village; (3) with at least the minimum coverage limits set forth in the preceding section; (4) naming the Village, its board members, employees and agents as additional insureds; (5) including an endorsement for contractual coverage, insuring the indemnification undertaking set forth in Section 8 of the Agreement; and (6) providing that the policy may not be terminated, canceled or materially changed without at least thirty (30) days advance written notice to the Village.

WATER TOWER LEASE AGREEMENT

This Agreement, made this ____ day of _____, 2010, between the Village of Hinsdale, an Illinois municipal corporation, with its principal mailing address of 19 East Chicago Avenue, Hinsdale, Illinois 60521, Tax ID # _____ hereinafter designated LESSOR and Chicago SMSA Limited Partnership, an Illinois limited partnership, d/b/a Verizon Wireless by Cellco Partnership, its general partner, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower (Tower), located at 333 West 57th Street, DuPage County, State of Illinois, and being further described as PIN's 9-13-100-006 and 09-13-100-015, in Document Number 722028 as recorded on July 2, 1954 in the Office of DuPage County Recorder's Office (the entirety of LESSOR's property is referred to hereinafter as the Property), together with a parcel of land sufficient for the installation of LESSEE's equipment and building generally as shown on Exhibit "A", attached hereto and made a part hereof together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, 57th Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached

hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Twenty One Thousand Six Hundred and No/100 Dollars (\$21,600) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 19 East Chicago Avenue, Hinsdale, Illinois 60521, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. This Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be due by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within a reasonable time after receipt of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the

contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion and sole expense of LESSEE (not including the access easement). LESSEE, at LESSEE's expense, and with prior approval of LESSOR, not to be unreasonably withheld, conditioned or delayed, shall have the right to make other improvements to the Premises. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, in good condition, reasonable wear and tear excepted. LESSOR shall have the right to perform any non-emergency painting, repair or other maintenance with respect to the Property.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the Governmental Approvals) that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Property is no longer technically compatible for LESSEE's intended use, or LESSEE is unable to conduct business at the Premises during the lease term or any extension of the lease term; or a title commitment or report obtained by LESSEE with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in LESSEE's opinion, interfere with LESSEE's intended use of the Premises, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. Any rentals paid up to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, painting, repair or similar work at the Property or in the Building provided:

- i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

- ii. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least one hundred and eighty (180) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE is not required to obtain additional zoning or permitting approvals from the Village of Hinsdale in connection with the Temporary Relocation;
- v. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- vi. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. On a monthly basis, LESSEE shall provide LESSOR with written notice of the date and time any person has accessed the Tower.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may after providing LESSOR 60 written notice before it makes such repairs or maintenance make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make the payment to LESSEE within thirty (30) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment or operations of the LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties (provided that such LESSOR or pre-existing equipment is operated in accordance with all applicable Rules and Regulations of the Federal Communications Commission ["FCC"]). In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other lessees of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE (provided that such LESSEE equipment is operated in accordance with all applicable Rules and Regulations of the FCC). The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance; in addition, LESSEE may terminate this Agreement

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the FCC, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Subject to Paragraph 13 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents including reasonable attorneys fees.

13. INSURANCE. LESSEE shall provide insurance naming the Village, its Board members, employees and agents as additional insureds in coverage as indicated on attached Exhibit C.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items

are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of easement or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of LESSOR's Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of the property which includes the Premises and leasehold granted in this Agreement shall be under and subject to the rights of the LESSEE contained in this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other Parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521
Attention: Village Manager

cc: Kenneth M. Florey
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
55 W. Monroe St., Suite 800
Chicago, IL 60603

LESSEE: Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security

interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE or LESSOR with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR or LESSEE shall give LESSEE or LESSOR written notice of such default. After receipt of such written notice, the LESSEE or LESSOR shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE or LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE or LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion provided that the cure period shall not exceed 180 days from the receipt of the written notice described herein. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

- A. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.
- B. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice,

claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSOR's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. ONE-TIME NON-REFUNDABLE PAYMENT. As further consideration for LESSOR's agreement to enter into this Lease, LESSEE agrees to pay LESSOR the one-time, lump-sum, non-refundable payment of Four Thousand and No/100 Dollars (\$4,000), which sum shall be paid by LESSOR to LESSEE within thirty (30) days following full execution of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their
irrespective seals the day and year first above written.

LESSOR:

LESSOR:

Village of Hinsdale, an Illinois municipal corporation

By: _____

Name: _____

Its: President _____

Date: _____

ATTEST: _____

Village Clerk

LESSEE:

By:

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

Legal Description

File No. 11434786

Property located in DuPage, IL.

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms a subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

AND BEING the same property conveyed to Village of Hinsdale, a municipal corporation from Loy F. Pennington and Dorothea E. Pennington, his wife by Warranty Deed dated June 23, 1954 and recorded July 02, 1954 in Instrument No. 722028.

Tax Parcel No. 09-13-100-006

EXHIBIT B

MORE SPECIFIC DETAILS NEEDED

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: () _____ @ _____'

Orientation: _____

() _____ Solid dish

below _____', Azimuth: _____

DTMDOCS 922230v1

Diameter of transmission line: Not to exceed _____"

EXHIBIT C

INSURANCE REQUIREMENTS

A. Insurance Coverage

1. LESSEE agrees that it will, at its own expense, obtain and maintain in full force and effect during the entire duration of this Agreement general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for liability including, but not limited to, liability for personal injuries and property damage.
2. LESSEE shall obtain the aforementioned insurance coverage from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village.
3. The aforementioned insurance shall have at least the minimum coverage limits set forth below:
 - a. Comprehensive General Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - b. Comprehensive Automobile Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - c. Excess Liability Umbrella Coverage: \$10,000,000.

B. Certificate of Insurance

1. Prior to the beginning of the term of the Agreement, and on or before January 1st of each year during the term of this Agreement, the Library shall file with the Village copies of the Lessee's Certificates of Insurance evidencing that: (1) it has procured general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for personal injuries and property damage; (2) from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village; (3) with at least the minimum coverage limits set forth in the preceding section; (4) naming the Village, its board members, employees and agents as additional insureds; (5) including an endorsement for contractual coverage, insuring the indemnification undertaking set forth in Section 8 of the Agreement; and (6) providing that the policy may not be terminated, canceled or materially changed without at least thirty (30) days advance written notice to the Village.

WATER TOWER LEASE AGREEMENT

This Agreement, made this _____ day of _____, 2010, between the Village of Hinsdale, an Illinois municipal corporation, with its principal mailing address of 19 East Chicago Avenue, Hinsdale, Illinois 60521, Tax ID # _____ hereinafter designated LESSOR and Clear Wireless, LLC, a Nevada Limited Liability corporation, with its principal office located at {ADDRESS}, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower (Tower), located at 333 West 57th Street, DuPage County, State of Illinois, and being further described as PIN's 9-13-100-006 and 09-13-100-015, in Document Number 722028 as recorded on July 2, 1954 in the Office of DuPage County Recorder's Office (the entirety of LESSOR's property is referred to hereinafter as the Property), together with a parcel of land sufficient for the installation of LESSEE's equipment and building generally as shown on Exhibit "A", attached hereto and made a part hereof together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, 57th Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Twenty One Thousand Six Hundred and No/100 Dollars (\$21,600) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 19 East Chicago Avenue, Hinsdale, Illinois 60521, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. This Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be due by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within a reasonable time after receipt of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link

construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion and sole expense of LESSEE (not including the access easement). LESSEE, at LESSEE's expense, and with prior approval of LESSOR, not to be unreasonably withheld, conditioned or delayed, shall have the right to make other improvements to the Premises. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, in good condition, reasonable wear and tear excepted. LESSOR shall have the right to perform any non-emergency painting, repair or other maintenance with respect to the Property.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the Governmental Approvals) that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Property is no longer technically compatible for LESSEE's intended use, or LESSEE is unable to conduct business at the Premises during the lease term or any extension of the lease term; or a title commitment or report obtained by LESSEE with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in LESSEE's opinion, interfere with LESSEE's intended use of the Premises, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. Any rentals paid up to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, painting, repair or similar work at the Property or in the Building provided:

- i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

- ii. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least one hundred and eighty (180) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE is not required to obtain additional zoning or permitting approvals from the Village of Hinsdale in connection with the Temporary Relocation;
- v. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- vi. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. On a monthly basis, LESSEE shall provide LESSOR with written notice of the date and time any person has accessed the Tower.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may after providing LESSOR 60 written notice before it makes such repairs or maintenance make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make the payment to LESSEE within thirty (30) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment or operations of

the LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties (provided that such LESSOR or pre-existing equipment is operated in accordance with all applicable Rules and Regulations of the Federal Communications Commission ["FCC"]). In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other lessees of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE (provided that such LESSEE equipment is operated in accordance with all applicable Rules and Regulations of the FCC). The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance; in addition, LESSEE may terminate this Agreement

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the FCC, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Subject to Paragraph 13 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents including reasonable attorneys fees.

13. INSURANCE. LESSEE shall provide insurance naming the Village, its Board members, employees and agents as additional insureds in coverage as indicated on attached Exhibit C.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement,

LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of easement or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of LESSOR's Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of the property which includes the Premises and leasehold granted in this Agreement shall be under and subject to the rights of the LESSEE contained in this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other Parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521
Attention: Village Manager

cc: Kenneth M. Florey
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
55 W. Monroe St., Suite 800
Chicago, IL 60603

LESSEE: Attn: Site Leasing
4400 Carillon Point
Kirkland, WA 98033
Telephone: 425216-7600
Fax: 425-216-7900
Email: siteleasing@clearwire.com

And with a copy to:

Attn: Legal Department
4400 Carillon Point
Kirkland, WA 98033
Telephone: 425216-7600
Fax: 425-216-7900

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however,

every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE or LESSOR with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR or LESSEE shall give LESSEE or LESSOR written notice of such default. After receipt of such written notice, the LESSEE or LESSOR shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE or LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE or LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion provided that the cure period shall not exceed 180 days from the receipt of the written notice described herein. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

A. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

- B. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSOR's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or

persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Partys behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. ONE-TIME NON-REFUNDABLE PAYMENT. As further consideration for LESSOR's agreement to enter into this Lease, LESSEE agrees to pay LESSOR the one-time, lump-sum, non-refundable payment of Four Thousand and No/100 Dollars (\$4,000), which sum shall be paid by LESSOR to LESSEE within thirty (30) days following full execution of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their
irrespective seals the day and year first above written.
LESSOR:

LESSOR:

Village of Hinsdale, an Illinois municipal corporation

By: _____

Name: _____

Its: President

Date: _____

ATTEST: _____

Village Clerk

LESSEE:

By:

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

Legal Description

File No. 11434786

Property located in DuPage, IL

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms a subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

AND BEING the same property conveyed to Village of Hinsdale, a municipal corporation from Loy F. Pennington and Dorothea E. Pennington, his wife by Warranty Deed dated June 23, 1954 and recorded July 02, 1954 in Instrument No. 722028.

Tax Parcel No. 09-13-100-006

EXHIBIT B

MORE SPECIFIC DETAILS NEEDED

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: () _____ @ _____'

Orientation: _____

() _____ Solid dish

below _____', Azimuth: _____

DTMDOCS 922230v1

Diameter of transmission line: Not to exceed _____"

EXHIBIT C

INSURANCE REQUIREMENTS

A. Insurance Coverage

1. LESSEE agrees that it will, at its own expense, obtain and maintain in full force and effect during the entire duration of this Agreement general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for liability including, but not limited to, liability for personal injuries and property damage.
2. LESSEE shall obtain the aforementioned insurance coverage from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village.
3. The aforementioned insurance shall have at least the minimum coverage limits set forth below:
 - a. Comprehensive General Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - b. Comprehensive Automobile Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - c. Excess Liability Umbrella Coverage: \$10,000,000.

B. Certificate of Insurance

1. Prior to the beginning of the term of the Agreement, and on or before January 1st of each year during the term of this Agreement, the Library shall file with the Village copies of the Lessee's Certificates of Insurance evidencing that: (1) it has procured general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for personal injuries and property damage; (2) from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village; (3) with at least the minimum coverage limits set forth in the preceding section; (4) naming the Village, its board members, employees and agents as additional insureds; (5) including an endorsement for contractual coverage, insuring the indemnification undertaking set forth in Section 8 of the Agreement; and (6) providing that the policy may not be terminated, canceled or materially changed without at least thirty (30) days advance written notice to the Village.

WATER TOWER LEASE AGREEMENT

This Agreement, made this ____ day of _____, 2010, between the Village of Hinsdale, an Illinois municipal corporation, with its principal mailing address of 19 East Chicago Avenue, Hinsdale, Illinois 60521, Tax ID # _____ hereinafter designated LESSOR and T-Mobile Central LLC, a Delaware limited liability company, with its principal office located at {ADDRESS}, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower (Tower), located at 333 West 57th Street, DuPage County, State of Illinois, and being further described as PIN's 9-13-100-006 and 09-13-100-015, in Document Number 722028 as recorded on July 2, 1954 in the Office of DuPage County Recorder's Office (the entirety of LESSOR's property is referred to hereinafter as the Property), together with a parcel of land sufficient for the installation of LESSEE's equipment and building generally as shown on Exhibit "A", attached hereto and made a part hereof together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, 57th Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Twenty One Thousand Six Hundred and No/100 Dollars (\$21,600) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 19 East Chicago Avenue, Hinsdale, Illinois 60521, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. This Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be due by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within a reasonable time after receipt of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link

construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion and sole expense of LESSEE (not including the access easement). LESSEE, at LESSEE's expense, and with prior approval of LESSOR, not to be unreasonably withheld, conditioned or delayed, shall have the right to make other improvements to the Premises. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, in good condition, reasonable wear and tear excepted. LESSOR shall have the right to perform any non-emergency painting, repair or other maintenance with respect to the Property.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the Governmental Approvals) that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Property is no longer technically compatible for LESSEE's intended use, or LESSEE is unable to conduct business at the Premises during the lease term or any extension of the lease term; or a title commitment or report obtained by LESSEE with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in LESSEE's opinion, interfere with LESSEE's intended use of the Premises, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. Any rentals paid up to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, painting, repair or similar work at the Property or in the Building provided:

- i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

- ii. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least one hundred and eighty (180) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE is not required to obtain additional zoning or permitting approvals from the Village of Ilinsdale in connection with the Temporary Relocation;
- v. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- vi. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. On a monthly basis, LESSEE shall provide LESSOR with written notice of the date and time any person has accessed the Tower.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may after providing LESSOR 60 written notice before it makes such repairs or maintenance make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make the payment to LESSEE within thirty (30) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment or operations of

the LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties (provided that such LESSOR or pre-existing equipment is operated in accordance with all applicable Rules and Regulations of the Federal Communications Commission ["FCC"]). In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other lessees of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE (provided that such LESSEE equipment is operated in accordance with all applicable Rules and Regulations of the FCC). The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance; in addition, LESSEE may terminate this Agreement

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the FCC, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Subject to Paragraph 13 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents including reasonable attorneys fees.

13. INSURANCE. LESSEE shall provide insurance naming the Village, its Board members, employees and agents as additional insureds in coverage as indicated on attached Exhibit C.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement,

LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of easement or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of LESSOR's Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of the property which includes the Premises and leasehold granted in this Agreement shall be under and subject to the rights of the LESSEE contained in this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other Parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521
Attention: Village Manager

cc: Kenneth M. Florey
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
55 W. Monroe St., Suite 800
Chicago, IL 60603

LESSEE: T-Mobile USA, Inc.
Attn: PCS Lease Administrator
12920 SE 38th Street
Bellevue, WA 98006
With a copy to:
Attn: Legal Dept.

And with a copy to:
T-Mobile Central LLC
Attn: Lease Administration Manager
2001 Butterfield Road, Suite 1900
Downers Grove, IL 60515

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in

the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE or LESSOR with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR or LESSEE shall give LESSEE or LESSOR written notice of such default. After receipt of such written notice, the LESSEE or LESSOR shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE or LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE or LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion provided that the cure period shall not exceed 180 days from the receipt of the written notice described herein. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

- A. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

- B. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSOR's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority

to enter into and execute this Agreement on such Partys behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. ONE-TIME NON-REFUNDABLE PAYMENT. As further consideration for LESSOR's agreement to enter into this Lease, LESSEE agrees to pay LESSOR the one-time, lump-sum, non-refundable payment of Four Thousand and No/100 Dollars (\$4,000), which sum shall be paid by LESSOR to LESSEE within thirty (30) days following full execution of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their
irrespective seals the day and year first above written.
LESSOR:

LESSOR:

Village of Hinsdale, an Illinois municipal corporation

By: _____

Name: _____

Its: President _____

Date: _____

ATTEST: _____

Village Clerk

LESSEE:

By:

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

Legal Description

File No. 11434786

Property located in DuPage, IL

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms a subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

AND BEING the same property conveyed to Village of Hinsdale, a municipal corporation from Loy F. Pennington and Dorothea E. Pennington, his wife by Warranty Deed dated June 23, 1954 and recorded July 02, 1954 in Instrument No. 722028.

Tax Parcel No. 09-13-100-006

EXHIBIT B

MORE SPECIFIC DETAILS NEEDED

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: () _____ @ _____'

Orientation: _____

() _____ Solid dish

below _____', Azimuth: _____

DTMDOCS 922230v1

Diameter of transmission line: Not to exceed _____"

EXHIBIT C

INSURANCE REQUIREMENTS

A. Insurance Coverage

1. LESSEE agrees that it will, at its own expense, obtain and maintain in full force and effect during the entire duration of this Agreement general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for liability including, but not limited to, liability for personal injuries and property damage.
2. LESSEE shall obtain the aforementioned insurance coverage from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village.
3. The aforementioned insurance shall have at least the minimum coverage limits set forth below:
 - a. Comprehensive General Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - b. Comprehensive Automobile Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - c. Excess Liability Umbrella Coverage: \$10,000,000.

B. Certificate of Insurance

1. Prior to the beginning of the term of the Agreement, and on or before January 1st of each year during the term of this Agreement, the Library shall file with the Village copies of the Lessee's Certificates of Insurance evidencing that: (1) it has procured general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for personal injuries and property damage; (2) from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village; (3) with at least the minimum coverage limits set forth in the preceding section; (4) naming the Village, its board members, employees and agents as additional insureds; (5) including an endorsement for contractual coverage, insuring the indemnification undertaking set forth in Section 8 of the Agreement; and (6) providing that the policy may not be terminated, canceled or materially changed without at least thirty (30) days advance written notice to the Village.