

**RESOLUTION R-2021-71**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE WATER TOWER LEASE AGREEMENT  
WITH T-MOBILE CENTRAL LLC  
(ORCHARD WATER TOWER – 71 MARYWOOD TRAIL)**

**WHEREAS**, the City of Wheaton, Illinois, ("City") is an Illinois Home Rule Municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the subject matter of this resolution pertains to the government and affairs of the City and its residents; and

**WHEREAS**, the City of Wheaton owns a certain piece of property commonly known as the Orchard Water Tower located at 71 Marywood Trail; and

**WHEREAS**, T-Mobile Central, LLC, and the City entered into a lease agreement for installation of T-Mobile's facilities on the Orchard Road Water Tower premises dated April 3, 2000 which was subsequently amended by a First Amendment dated October 21, 2002, by a Second Amendment dated February 4, 2014, and by a Third Amendment dated June 1, 2017; and

**WHEREAS**, the previous Lease Agreement between T-Mobile Central, LLC, and the City for use of the Orchard Road Water Tower expired on September 19, 2020; and

**WHEREAS**, T-Mobile Central LLC desires to continue leasing certain portions of the Orchard Road Water Tower site for the purpose of constructing and maintaining certain facilities associated with radio communications.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to sign and the City Clerk is hereby directed to attest to a Lease Agreement with T-Mobile Central LLC; a copy of which is on file with the City Clerk's office as Exhibit 1 to this Resolution R-2021-71 and is hereby incorporated into this Resolution as if fully set forth herein.

ADOPTED the 16<sup>th</sup> day of August 2021.

  
Philip J. Sauer  
Mayor

ATTEST:



Deputy City Clerk

Roll Call Vote

Ayes: Councilwoman Fitch  
Councilwoman Robbins  
Councilman Weller  
Councilman Barbier  
Councilwoman Bray-Parker  
Councilman Brown  
Mayor Suess

Nays: None

Absent: None

Motion Carried Unanimously

Site Number: CH14324B  
Site Name: Wheaton Water Tank  
Market: CH

### **WATER TOWER LEASE AGREEMENT**

This Water Tower Lease Agreement ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between T-MOBILE CENTRAL LLC, a Delaware limited liability company ("Lessee"), and CITY OF WHEATON, an Illinois municipal corporation ("Lessor").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Premises.**

Lessor is the owner of a parcel of land ("Land") located at 71 Marywood Trail and a water tower ("Tower") located thereon in the City of Wheaton, County of DuPage, State of Illinois, commonly known as the Orchard Road Water Tower (the Tower and Land are collectively, the "Property"). The Land is more particularly described in Exhibit A attached hereto and made part hereof. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately three hundred (300) square feet of the Land and space on the Tower (collectively, the "Premises") as described in Exhibit B annexed hereto and for Lessee's use.

**2. Use.**

The Premises may be used by Lessee for the provision of telecommunications services subject to and in accordance with all applicable laws including, but not limited to, the transmission and reception of radio communication signals and for the construction, maintenance, repair, replacement of related facilities, antennas, equipment or buildings and related activities all as depicted on Exhibit B. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and all other approvals that may be required for Lessee's intended use of the Premises. Lessee has equipment installed on the Premises under Water Tower Lease Agreement signed by the parties or their predecessors dated April 26, 2000 ("Prior Lease").

**3. Tests and Construction.**

(a) Lessee shall have the right upon reasonable notice to Lessor, following the full execution of this Agreement to enter upon the Land for the purpose of: making necessary engineering surveys, inspections, other necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6 (a); provided, however, such tests and construction shall be at Lessee's sole cost and expense and subject to inspection by Lessor. Upon Lessee's request, Lessor agrees to provide promptly to Lessee copies of all existing plans, specifications, surveys and Tower maps for the Land and Tower. The Tower map shall include the elevation of all antennas on the Tower.

(b) Prior to commencing construction, Lessee shall obtain Lessor's approval of Lessee's test and construction plans, which approval shall not be unreasonably withheld. Lessor shall give such approval or provide Lessee with its requests for changes within 15 working days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within fifteen (15) working day period, it shall be deemed to have approved the plans, Lessor shall not be entitled to

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receive any additional consideration in exchange for giving its approval of Lessee's plans. In addition, Lessee shall supply in writing frequency information for each of its antennas, the Effective Radiated Power (ERP) for each antenna, and the area around each antenna which is considered unsafe for personnel to be near. A site plan, site survey, elevations and/or other documents related to construction of the development are to all be attached as Exhibit B. Construction shall be in substantial conformance with said attached documents.

**4. Term.**

The term of this Agreement shall be five (5) years commencing (September 20, 2020) ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date ("Term") unless otherwise terminated as Provided in Paragraph 10. Lessee shall have the right to extend the term for three (3) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless the Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

**5. Rent.**

(a) Within 15 business days of the Commencement date and on the 5<sup>th</sup> day of each month thereafter, Lessee shall pay to Lessor as rent FOUR THOUSAND Dollars (\$4,000) per month ("Rent"). *Lessee agrees to pay for one month under the Prior Lease at the rate of 200% of the rent as a holdover payment, in connection with the expired Lease., which Lessor agrees is in satisfaction of any holdover rent that could be charged.* Prior to August 5<sup>th</sup>, 2021 the total amount due from the Lessee to the Lessor based on the prior lease and amounts due since the expiration of the prior lease is \$13,463.48 which will be paid by the Lessee to the Lessor in no event later than August 14, 2021. Rent for any fractional month at the beginning or at the end of the Term or any Renewal Term shall be prorated. Rent shall be payable to Lessor at City of Wheaton, 303 W. Wesley Street, P.O. Box 727, Wheaton, Illinois 60187, Attention: Finance Department.

(b) On each anniversary of the Commencement Date, Lessee shall pay the then current monthly Rent, increased by 3% of the Rent for prior year. The Lessee shall undertake the aforementioned rent adjustment computation.

(c) Lessee previously deposited with Lessor the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Security Deposit"). Said Security Deposit shall be held by Lessor as security for the faithful performance by Lessee of the terms, covenants and conditions of this Agreement. If Lessee defaults under this Agreement, which default is not cured by Lessee, Lessor may use, apply or retain all or a part of this Security Deposit to compensate for any loss, damage or expense incurred or suffered by Lessor by reason of Lessee's uncured default. Prior to Lessor invading the Security Deposit, it shall first give Lessee written notice of its intention to do so and with that notice shall provide to Lessee written documentation of the loss, damage or expense for which Lessor seeks compensation for the Security Deposit. Such notice and documentation shall be provided by Lessor to Lessee within thirty (30) days after the date of the occurrence which gives rise to Lessor's claimed loss, damage or expense. Failure to provide such notice and documentation within such time shall result in a waiver by Lessor of the right to invade the Security Deposit. If the Security Deposit is invaded by Lessor in accordance with this

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paragraph, Lessee shall replace the Security Deposit within forty-five (45) days after the notice and demand from Lessor. Lessor shall return the Security Deposit to Lessee or Lessee's assignee within forty-five (45 days) after the date of expiration or termination of this Agreement.

(d) The Rent and the annual incremental increases thereof, shall be subject to renegotiation by the Parties on the tenth (10<sup>th</sup>) anniversary of the Commencement Date, provided the Lease is so extended.

**6. Facilities; Utilities; Access.**

(a) Lessee, at its sole cost and expense, has the right to erect, maintain and operate on the Premises radio telecommunication facilities, including utility lines, fiber, transmission lines, an air-conditioned equipment shelter, electronic equipment, transmitting and receiving antennas and supporting structures thereto ("Lessee Facilities"). In connection therewith, Lessee shall obtain all required permits and authorizations from the City of Wheaton, in accordance with the applicable ordinances, prior to commencing any work under this Agreement and shall do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. Lessee shall be solely responsible for placing and safely securing and maintaining Lessee Facilities. Lessee's construction and installation work shall be performed in a neat and workmanlike manner. Title to the Lessee's Facilities shall be held by Lessee. Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. It is further understood and agreed to by the parties hereto that Lessee, at its sole cost, shall paint that area of the Premises on the Tower within four (4) feet of Lessee Facilities with Lessor approved paint. Lessee agrees to pay a Consulting Engineer of Lessor's choice a maximum of \$1,000.00 to inspect the work done by Lessee or its agents. Payment shall be made by Lessee to the Consulting Engineer upon presentation of his invoice for services. Lessor shall not move or remove any of the Lessee Facilities without Lessee's prior written consent; provided, however, that in emergency or life-threatening situations involving the Lessee Facilities, Lessor may take immediate action to alleviate such emergency or threat to life and give verbal notice within one (1) hour of such action by calling 877-611-5868.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall obtain, at its sole cost and expense, separate utility service from any utility company that will provide service to the Property (including a standby power generator for Lessee's exclusive use). Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents and subcontractors shall have access to the Premises at no charge by providing Lessor with at least twenty-four hours prior notice by contacting the City of Wheaton Water Division unless access is required for an emergency. If access is required after business hours, on weekends or on a holiday or in the event of an emergency, Lessee shall contact the City as soon as reasonably practicable.

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(d) When Lessee does any work on or affecting the Property, it shall, at its own expense, restore the Property to as good a condition as existed before the work was undertaken, unless otherwise directed by the Lessor. If the Lessee fails to restore the Property, the Lessor may, after communications with Lessee and after affording the Lessee a reasonable opportunity to correct the situation, restore the Property, or remove the obstruction therefrom. No such prior written notice shall be required in the event the Lessor determines that an emergency situation exists. The Lessee shall pay the Lessor for any reasonable costs of such restoration within fourteen (14) days after receiving a bill from the Lessor for such work.

**7. Interference.**

(a) Lessee shall operate the Lessee Equipment in a manner that will not cause interference to Lessor and other lessees or licensees of the Property, provided that their installation predate the equipment installed under this Agreement or the Prior Lease. All operations by Lessee shall be in compliance with all federal Communication Commission ("FCC") requirements, including the operation of all equipment.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Property if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period. Lessor shall have the right to install equipment that is in compliance with all FCC standards and regulations.

(c) Should Lessor or citizens thereof claim interference with their existing residential uses due to Lessee Facilities, Lessee shall, at its sole cost and expense, cooperate with Lessor to determine if Lessee Facilities are the source of such claimed interference. Such cooperation shall include but not be limited to, intermodulation studies. Should it be determined by such studies that such interference is directly attributable to the operations of the Lessee Facilities on the Premises, Lessee, at its sole cost and expense, shall take all reasonable measures to modify the Lessee Facilities in order to mitigate such interference to Lessor's reasonable satisfaction.

(d) Lessor represents that Lessor maintains lease agreements with AT&T Wireless PCS, Inc., Southwestern Bell & Mobile Systems, Inc. d/b/a Cellular One Chicago, and PrimeCo Personal Communications, L.P. ("Other Lessees"), for the operation of cellular telecommunications facility, radio equipment, antennas, microwave and other dishes, for transmitting and receiving communication signals from the Orchard Road Water Tower. The lease agreements allow the Other Lessees to locate cellular transmit/receive antennas installed approximately 100 feet above ground level on the legs of the Orchard Road Water Tower and to use the Property and its Tower for telecommunications services. The Lessor also represents that the Other Lessees lease agreements prohibit Lessor from interfering in any way with Other Lessee's use of the Property and its Tower. The Lessee has represented to Lessor that Lessee's use of the Property and Premises will not interfere in any way with Other Lessees use of the Property and its premises. The Lessee shall be solely responsible for all costs if it is necessary as determined by the Lessor to substantiate the Lessee's claims that their use of the Property and the Premises do not interfere with Other Lessees' use of the Property and its Premises.

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**8. Taxes.**

If lease hold taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee's tenancy. Lessee shall pay any portion of such taxes attributable to the Premises. Lessor shall pay all real property taxes attributable to the Land. Lessee shall reimburse Lessor for any increase in real property taxes which are assessed as a result of Lessee's improvements to the Land. As a condition of Lessee's obligation to pay such tax increases, Lessor shall provide to Lessee the documentation from the taxing authority, reasonably acceptable to Lessee, indicating the increase is due to Lessee's improvements.

**9. Liens.**

Lessor waives any lien right it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent. Lessee agrees that it will not permit or suffer any lien to be put upon or arise or accrue against the Property in favor of any person or persons, individual or corporate, furnishing either labor or material for any work by or on behalf of Lessee on or affecting the Property, and the Lessee further covenants and agrees to hold the Lessor and its property free from any and all liens, or rights or claims of lien, which may or might arise or accrue under or be based upon any mechanic's lien law of the State of Illinois. If any such lien or claim of lien is filed or recorded against the Property, the Lessor shall give Lessee notice thereof and demand that Lessee remove the same, or post adequate security to insure the removal of the same following the resolution of any dispute between the Lessee and the lienholder, within thirty (30) days after such notice. Nothing in this provision shall restrict Lessee from granting a security interest in all or any part of Lessee's Facilities and to file or record UCC financing statements and/or fixture filing to perfect the same.

**10. Termination.**

This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term thereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) business days of receipt of written notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; (v) Lessor may terminate this Agreement following a determination by a qualified engineer (using appropriate instruments which are properly calibrated) that the power density levels emitted from Lessee's equipment located on the Premises exceed the American National Standards Institute's ("ANSI") "Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields: as set forth in ANSI Standard C95.1-1982 (or any ANSI Standards which supersede this standard), at points accessible to and intended for the general public and the inability of Lessee to bring its equipment into compliance with such standard within sixty (60) days after receipt of a written copy of Lessor's engineering findings; or (vi) by Lessor if Lessor determines that the Property is not appropriate for its

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use as a water tower. In the event that Lessor determines pursuant to 10(a) (vi) above, that the property is not suitable for use as a water tower, then Lessor will give Lessee in writing, at least one hundred eighty (180) days' notice to terminate this Agreement and to vacate Lessee Facilities, with no further liability or obligations hereunder between the parties.

**11. Relocation**

(a) Lessor shall have the right to relocate the Lessee Facilities during the Term or any Renewal Term of this Agreement upon not less than twelve (12) months prior written notice to Lessee; provided, however, that the new premises (the "Alternate Premises") shall be similar in area and appropriateness for Lessee's purpose and any such substitution is effected for the purpose of razing the Tower and/or replacing the Tower. Lessee shall pay any and all expenses connected with moving the Lessee Facilities to the Alternate Premises.

(b) The size, location and dimension of the Alternate Premises shall be chosen by Lessor but must, in Lessee's reasonable judgement, be at least suitable for purposes of operating the Lessee Facilities as the size, location and dimensions of the Property. If the Alternate Premises are not suitable for Lessee's operations, as determined by Lessee in its sole judgement, then Lessor shall not require Lessee to relocate to such Alternate Premises and Lessee shall remain on the Premises until the expiration of the twelve (12) month notice period or, if Lessee is not willing to relocate, Lessee may terminate this Agreement upon thirty (30) days written notice to Lessor and Lessee shall have no further liability hereunder.

(c) The relocation of the Lessee Facilities to the Alternate Premises shall not cause the Rent payable under this Agreement to be increased.

(d) Upon the relocation of the Lessee Facilities from the Premises to the Alternate Premises, all references in this Agreement to the Premises shall be deemed to be references to the Alternate Premises. Following such relocation, lessee may, at its expense, prepare plans delineating the Alternate Premises, which shall then replace Exhibit B of this Agreement.

**12. Destruction or Condemnation.**

(a) In the event of condemnation, Lessee's share of any condemnation award or proceeds from sale in lieu of condemnation shall be limited to compensation for Lessee Facilities. Lessee shall not receive any part or portion of condemnation award or sales proceeds relating to compensation for property owned by the Lessor.

(b) Lessee, at its sole cost and expense, shall maintain the Premises in accordance with all regulations of the Lessor for the duration of this Agreement. In the event the Premises and/or Property is destroyed or damaged in whole or in part by casualty during the term of this Agreement, then the responsible party (Lessor or Lessee) that caused such damage through fault or negligence shall at its sole expense repair and restore the Premises and/or Property. Such repair and restoration shall be performed within sixty (60) days of receipt of written notice of casualty by Lessor or Lessee. If such damage is caused by Lessee, the Lessee shall not have the right to terminate the Agreement until such repairs and restoration are performed. If neither party is responsible for causing the casualty and Lessee

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will not be able to operate for ninety days or longer Lessee shall have the right to terminate this Agreement.

(c) Upon Expiration or termination hereof, Lessee shall restore the Premises and/or Property to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or damage caused by reasons beyond Lessee's control excepted.

**13. Indemnification and Insurance.**

(a) Disclaimer of Liability. Lessor shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, replacement, use, operation, conditioning or dismantling of the Property, except if such injury, damage or liability is solely caused by the act, omission, misconduct negligence, or breach of any provision of this Agreement by Lessor or any agent, employee, contractor or subcontractor of Lessor.

(b) Indemnification. To the fullest extent permitted by Illinois law, Lessee shall, at its sole cost and expense, indemnify, defend and hold harmless Lessor and all its officers, boards, commissions, employees, agents and attorneys (hereinafter collectively referred to as the "Lessor Indemnities"), from and against:

- (i) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Lessor Indemnitees by reason of any act or omission of Lessee, its personnel, employees, agents, contractors or subcontractors, resulting directly or indirectly in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Property, including interruption of telecommunications service or providing of inadequate telecommunications service, or the Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.
- (ii) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants, which are imposed upon, incurred by or asserted against the Lessor Indemnities by reason of any claim or lien arising out of work, labor, or materials supplied to Lessee, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Property and, upon the written request of Lessor, Lessee shall cause such claim or lien covering Lessor's property to be discharged or bonded within thirty (30) days following such request.
- (iii) Intentionally deleted.

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(c) Exclusion. Lessee's obligation to indemnify Lessor indemnitees under this Agreement shall not extend to claims, losses, and other matters covered hereunder to the extent that the same are solely caused by the act, omission, misconduct, negligence or breach of any provision of this Agreement by one or more Lessor Indemnitees.

(d) Assumption of Risk. Lessee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Lessee" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Property, existing at the Commencement Date of this Agreement, and Lessee hereby agrees to indemnify and hold harmless the Lessor Indemnitees against and from any claim asserted or liability imposed upon the Lessor Indemnitees for personal injury or property damage to any person (other than solely from any Lessor Indemnitees' acts, omissions, misconduct, negligence or breach of any provision of this Agreement) arising out of the Lessee's installation, operation, maintenance, condition or use of the Property or Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

(e) Defense of Indemnities. In the event any action or proceeding shall be brought against the Lessor Indemnitees by reason of any matter for which the Lessor Indemnifies are indemnified hereunder, Lessee shall, upon notice from any of the Lessor Indemnities, at Lessee's sole cost and expense, resist and defend the same with legal counsel selected by Lessee; provided however, that Lessee shall not admit liability in any such matter on behalf of the Lessor Indemnitees without the written consent of Lessor and provided further that Lessor Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without prior written consent of Lessee.

(f) Notice, Cooperation and Expenses. Lessor shall give Lessee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Lessor from cooperating with Lessee and participating in the defense of any litigation by Lessor's own counsel at Lessor's own expense. If Lessee requests Lessor to assist it in such defense then Lessee shall pay all reasonable expenses incurred by Lessor in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all reasonable out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees, consultants, or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, actions or proceedings.

(g) Lessor's Indemnity. Lessor shall, at its sole cost and expense, indemnify, defend and hold harmless Lessee and all of its partners, shareholders, members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Lessee Indemnitees") from and against any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or asserted against the Lessee Indemnitees by reason of any act, omission, misconduct, negligence or breach of any provision of the Agreement by Lessor, any Lessor Indemnitees or any other person or entity claiming by, through or under Lessor or any claim by a non-party to this Agreement that this Agreement is invalid. In furtherance thereof, the

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provisions of Sections e and f are hereby incorporated by reference into this Section g, except that for purposes of this Section g, the references in said Section to "Lessor" are hereby changed to read "Lessee" and the references therein to "Lessee" are hereby changed to read "Lessor" and the references therein to "Lessor Indemnities" are hereby changed to read "Lessee Indemnities." Nothing in the Agreement shall be interpreted to waive or release any and all statutory or common law privileges and/or immunities of the Lessor which are expressly reserved and shall take precedence over any indemnities described in this Section g.

(h) Insurance. During the term of the Lease, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance.

- (i) Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence (combined single limit) including bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) annual aggregate for each personal injury and products and completed operations. Additionally, Lessee shall obtain and maintain at all times an excess liability (umbrella) policy in the amount of Two Million dollars (\$2,000,000). All insurance policies shall include the City of Wheaton as an additional insured as respects all coverages. All insurance shall provide that it will not be canceled or materially altered to reduce the limits required herein until Lessor has received at least thirty (30) days written notice of such cancellation or change. The policy shall provide customary contractual liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; and
- (ii) Worker's Compensation Insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident; and
- (iii) Business Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Lessee, its employees and agents on or about the Property with minimum limits One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage; and
- (iv) At the start of and during the period of any construction, customary builders all-risk insurance. Upon completion of the installation of the Facility, Lessee shall substitute for the foregoing insurance policy for fire, extended coverage and vandalism and malicious mischief property insurance on the Facility. The amount of insurance at all times shall be representative of the insurable values installed or constructed as determined by Lessee; and
- (v) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis; and

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- (vi) The coverage amounts set forth above may be met by blanket policies and by a combination of underlying and umbrella policies so long as, in combination, the limit equal or exceed those stated; and
- (vii) All insurance policies, except for Worker's Compensation, property and Employers Liability Insurance shall name the City of Wheaton, its officers, elected officials, employees, agents, and volunteers as additional insureds as respects all coverages and shall state that the insurance provided to the additional insureds shall apply on a primary and noncontributory basis as to Lessee's negligence for the benefit of the additional insureds before the additional insureds' own primary insurance or self-insurance shall be called upon to protect their named insured(s).
- (viii) All insurance shall provide that it will not be canceled or amounts required herein reduced until Lessor has received at least thirty (30) days written notice of such cancellation or change.
- (ix) After the first five years, and for every five years thereafter, the Lessor shall have the right to require such coverages and limits as are comparable to those specified above, taking into account inflation, or to require such other coverages and limits that may be reasonably necessary to carry out the intent of this paragraph or that may be based on reported claims experiences of Lessors in connection with similar telecommunications facilities. Each policy which is to be endorsed to add additional insureds herein under, shall (if reasonably available) contain severability of interests cross liability wording.

(i) Evidence of Insurance. Prior to Lessee commencing construction, Lessee shall file with Lessor the required original certificates of insurance in the form attached (Exhibit D).

((j)) Insurance Companies. All insurance carriers and surplus line carriers providing coverage under this Agreement shall be admitted and authorized to do business by the State of Illinois and shall be rated at least A- or better by A.M. Best Company Insurance Guide. Insurance policies and certificates that are issued by non-admitted insurance companies are not acceptable.

(k) Deductibles. Lessee agrees to indemnify and save harmless Lessor, the Lessor Indemnities and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by the Lessee under the terms of this Agreement.

(l) Contractors. Lessee shall require that each and every one of its contractors and their subcontractors who perform work on the Property carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type which Lessee is required to obtain under the terms of this paragraph with appropriate (as determined by Lessee) limits of insurance.

**14. Assignment.**

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Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor which may not be unreasonably withheld or delayed; provided, however, that the Lessee may freely assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its assets. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein.

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

Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises.

**16. Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations or other agreements concerning the subject matter contained herein. Any amendment to this Agreement must be in writing and executed by both parties.

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

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

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

Lessor: City of Wheaton  
303 W. Wesley Street, P.O. Box 727  
Wheaton, IL 60189  
Attn: City Manager

Lessee: T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance/CH14324B

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

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

Site Number: CH14324B  
Site Name: Wheaton Water Tank  
Market: CH

(f) Lessor acknowledges that a Memorandum of Agreement in the form attached hereto as Exhibit C may be recorded in the Office of the Recorder of Deeds of DuPage County. In the event the Property is encumbered by a mortgage or deed of trust, Lessor agrees to assist Lessee in obtaining a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such approval or consent shall not be unreasonably delayed or withheld.

(h) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(i) This Agreement may be executed in duplicate counterparts, each of which shall be deemed original.

(j) If any action at law or equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

#### **17. Marking and Lighting Requirements.**

Lessor shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") for the property; provided, however, with respect to the Premises, Lessee shall be responsible for compliance with all marking and requirements of the FAA and FCC. Should Lessor be cited because the Property (specifically excluding the Premises) is not in compliance and, should Lessor fail to cure the conditions of noncompliance, Lessee may either terminate this Agreement or proceed to cure the conditions of noncompliance at Lessor's expense, which amounts may be deducted from the Rent.

#### **18. Tower Painting and Maintenance.**

In the event Lessor undertakes maintenance, repair, painting, construction or other alterations on the Tower, upon ninety (90) days prior written notice to Lease, Lessee shall take reasonable measures to cover Lessee's equipment and protect it from paint and debris fallout which may occur during the maintenance, repair, painting, construction or alteration process, or Lessor may require that Lessee temporarily remove and/or relocate Lessee's equipment until such planned painting or construction is completed. In the event such removal of Lessee's equipment is necessary or in the event that the covering and protection of Lessee's equipment does not permit continued operation during the period of painting, construction or other alteration, Lessee shall be allowed, at no additional charge, to erect a reasonable temporary antenna facility on the Property during such painting, construction or other alterations. The location of Lessee's temporary antenna facility is subject to Lessor's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessor shall have forty-five (45) days to review Lessee's site plan indicating the location of the temporary antenna facility. If Lessor does not respond within said forty-five (45) day period, the site plan shall be deemed approved. Lessee shall bear all costs of reasonable Lessor-mandated removal of Lessee's equipment or Lessee's use of a temporary antenna facility pursuant to this Paragraph. Upon completion of any maintenance, repair or similar work by Lessor, Lessee is permitted to return to its original location from the temporary location at Lessee's cost.

Site Number: CH14324B  
Site Name: Wheaton Water Tank  
Market: CH

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

LESSOR: CITY OF WHEATON, an Illinois municipal corporation

By: Philip J. Suess

Printed Name: Philip J. Suess

Title: Mayor

Date: 8/18/2021

LESSEE: T-Mobile Central LLC, A Delaware limited liability company

By: Edwige Robinson  
DocuSigned by:  
FF008589008648D...  
Edwige Robinson

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

SVP, REN&O, CENTRAL

Title: \_\_\_\_\_  
8/9/2021

Date: \_\_\_\_\_

T-Mobile Legal Approval By

Lois Duran

T-Mobile Legal Approval



DocuSigned by:  
Sumit Sethi  
A34358C5E8E4476...

DocuSigned by:  
JR  
C9EB0589008648D...  
D897300196FB4D2...

DocuSigned by:  
Michelle Sanders

DocuSigned by:  
Marianne Grant  
1EE85DC843B44F1...  
DocuSigned by:  
Joanne Pilgrim  
FD708DE2A171496...

Site Number: CH14324B  
Site Name: Wheaton Water Tank  
Market: CH

**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

THE SOUTH 150 FEET OF THE WEST 120 FEET OF LOT 2 OF WETMORE'S RESUBDIVISION OF LOT "A" OF WETMORE'S ASSESSMENT PLAT OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WETMORE'S RESUBDIVISION OF LOT "A" RECORDED FEBRUARY 19, 1958 AS DOCUMENT 871202, IN DUPAGE COUNTY, ILLINOIS.

**PIN - 5-29-200-014**

Site Number: CH14324B  
Site Name: Wheaton Water Tank  
Market: CH

**EXHIBIT B**

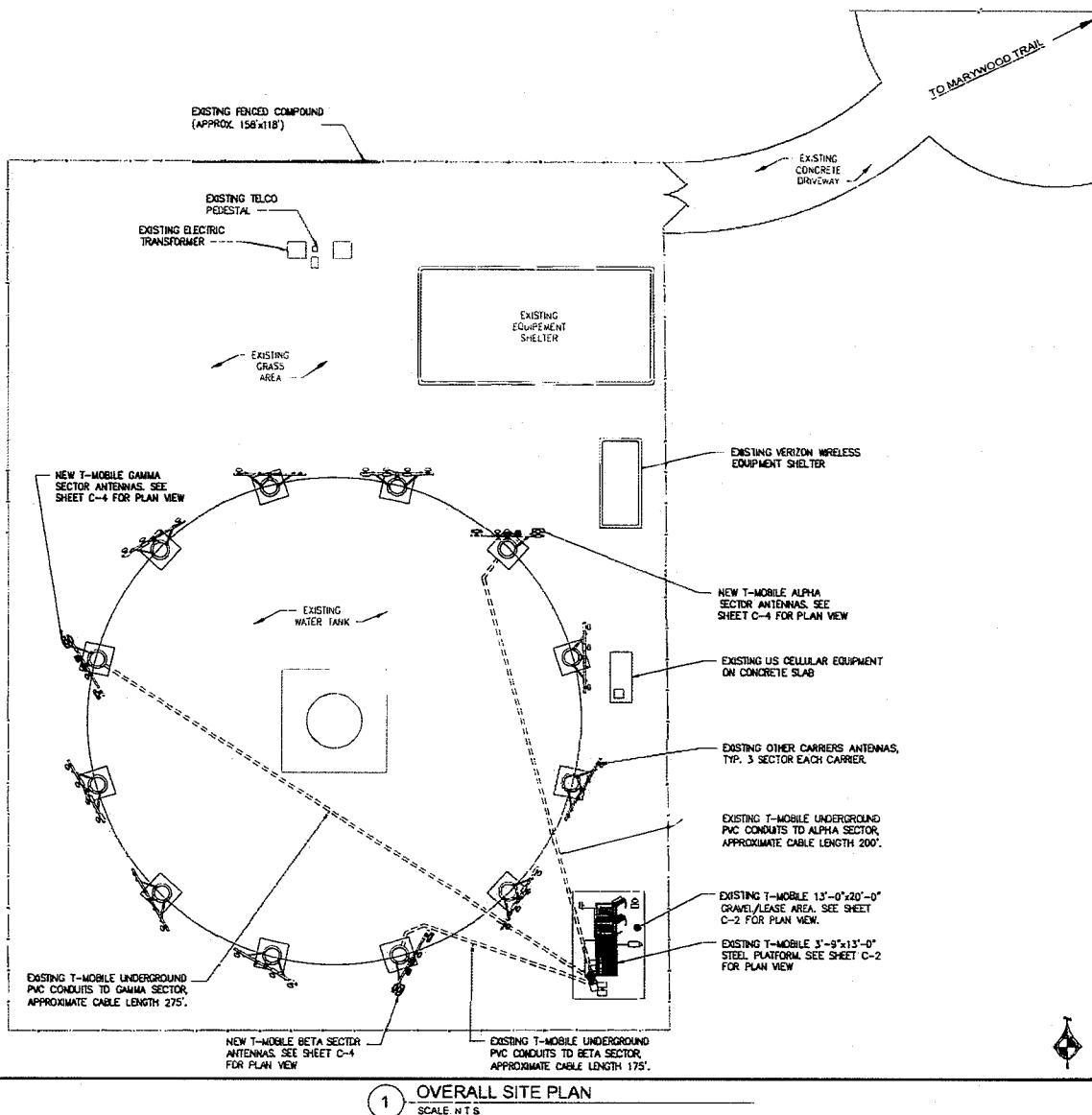
**THE PREMISES**

(See attached)



## CONSTRUCTION NOTES:

1. ELEVATIONS ARE ABOVE MEAN SEA LEVEL.
2. ALL EXISTING EASEMENTS, PROPERTY LINES, SECTION LINES AND ROADWAYS ARE INDICATED ON THIS DRAWING ARE GATHERED BY VISUAL INSPECTION, SURVEY DRAWINGS, AND INFORMATION RECEIVED FROM THE CARRIER.
3. ALL CONSTRUCTION SHALL CONFORM TO CURRENT LOCAL, STATE, AND FEDERAL CODES.
4. THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO PROTECT EXISTING STRUCTURES, UTILITIES, WALKWAYS, PAVEMENT AND OTHER FACILITIES FROM UNNECESSARY EXPOSURE TO DAMAGE; ALL NEW UNDERGROUND TRENCHING SHALL BE HAND DUG.
5. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING UNDERGROUND POWER, TELCO, GROUNDING CONDUITS, AND ALL OTHER UTILITIES EASEMENTS AND/OR WIRES PRIOR TO TRENCHING. ANY DAMAGE CAUSED TO THE EXISTING UNDERGROUND SERVICES OR SYSTEMS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. VERIFY WITH UTILITY NEW SERVICE HAS BEEN APPLIED FOR, THERE SHALL BE NO SPLICING OF GROUND CONDUCTORS BELOW GRADE.
6. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE SAFETY AND IF NECESSARY THE REPAIR OF ALL PUBLIC UTILITIES SERVICES SUCH AS GAS, TELEPHONE, ELECTRIC, CABLE, AND WATER.
7. DO NOT INTERRUPT SERVICES TO ANY ADJACENT STRUCTURES OR FACILITIES WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.
8. EROSION CONTROL MEASURES SUCH AS SILT FENCING AND/OR HAYBALES SHALL BE UTILIZED TO PREVENT SOIL AND DEBRIS FROM CONTAMINATING ADJACENT PROPERTIES, ROADS, AND AREAS.
9. COMMENCEMENT OF CONSTRUCTION SHALL BEGIN ONLY WITH THE WRITTEN APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE; ALL CONSTRUCTION AND MATERIAL ORDERING (WITH THE EXCEPTION OF THE TOWER) SHALL BE DONE WITH DRAWINGS LABELED "ISSUED FOR CONSTRUCTION".
10. ALL CLEAN SOIL MAY BE USED ON SITE UNLESS OTHERWISE NOTED IN THE REGULATORY COMMENTS OR BID DOCUMENTS.
11. ACCESS TO OTHER CUSTOMERS ON SITE CAN NOT BE BLOCKED AT ANYTIME.
12. ALL SAFETY HAZARDS MUST BE MARKED WITH WARNING TAPE OR SAFETY FENCE.
13. PROPER SIGNAGE MUST BE POSTED AT ACCESS OF COMPOUND PER OSHA SPEC.
14. ANY ACCIDENTS ON SITE MUST BE REPORTED TO THE T-MOBILE MANAGER IMMEDIATELY AFTER ATTENDING TO THE PERSON(S) NEEDS AND ADMINISTERING FIRST AIDE IF NEEDED.
15. GC'S ARE NOT TO CONTACT LANDOWNERS. ALL MATTERS MUST BE REPORTED TO PROJECT MANAGEMENT TEAM.
16. PROVIDE 2 PULL STRINGS SECURELY FASTENED AT EACH END OF ALL CONDUITS. THE PULL STRINGS ARE TO BE 200 LB. TEST POLYETHYLENE CORD. PROVIDE CAP ON THE END OF EACH CONDUIT AND MARK AS SHOWN ON THIS SITE PLAN.
17. ALL CONDUITS MUST BE PROPERLY INSTALLED AND SEALED TO PREVENT FREEZING AND DAMAGE.
18. GC SHALL USE 3/4" PLYWOOD AROUND AREAS OF EGRESS/INGRESS TO CONSTRUCTION SITE IN ORDER TO PROTECT GRASSY AREAS FROM DAMAGE FROM EXCAVATIONS AND CONCRETE WORK.
19. GC TO REPAIR GRASSY AREAS TO LIKE CONDITION USING SOD AND SHALL WATER TO SATURATION ONCE WEEKLY UNTIL NEW GRASS SOD IS ESTABLISHED. MINIMUM OF 4 WATERING.



**T-Mobile**

1400 OPUS PLACE  
Downers Grove, IL 60515  
NOT FOR CONSTRUCTION USE. THIS DRAWING IS THE PROPERTY OF T-MOBILE.  
NOT TO BE COPIED, REPRODUCED, USED OR DISCLOSED  
WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF  
T-MOBILE.

**WESTIN**

Engineering Consultants, Ltd.

Professional Design Fina  
License # 184-00797-5-0002  
062069993

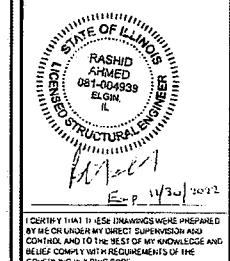
111 S. MICHIGAN AVE.  
SUITE 1000  
CHICAGO, IL 60603  
CONTACT: ALES@WESTINENGINEERING.COM

SITE NUMBER  
CH14324B

SITE NAME  
WHEATON WATER  
TANK

SITE ADDRESS  
71 MARYWOOD TRAIL  
WHEATON, IL 60187

REV.	SUBMITTER	APPROVED	DATE
A	PHILIP CIS	AB	12/10/02
B	FINAL CDA	AB	11/02/02
C			
D			
E			
F			
G			
H			
I			
J			
K			
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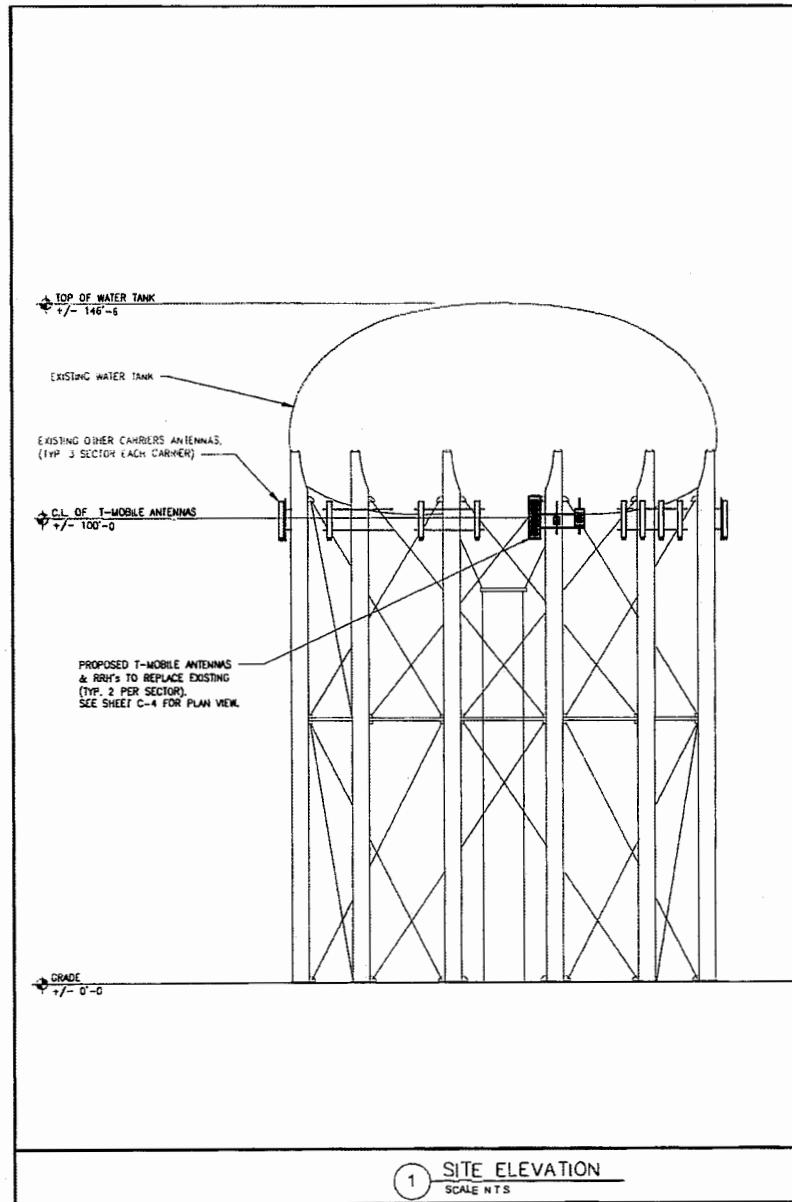


PREPARED BY: AE  
CHECKED BY: AB  
APPROVED BY: RA

SHEET TITLE  
OVERALL SITE PLAN

SHEET NUMBER  
C-1





**NOTE:**  
C.C. TO REFER TO FINAL RFDS AND PORT MATRIX TO ENSURE  
ACCURATE EQUIPMENT CALLOUTS AND PLUMBING DIAGRAM.

**STRUCTURAL NOTE:**  
1- C.C. TO REFER TO LATEST STRUCTURAL ANALYSIS AND MOUNT ANALYSIS  
PERFORMED BY WESTIN ENGINEERING DATED NOVEMBER 03, 2020 PRIOR TO  
CONSTRUCTION STARTS.  
NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT THE  
APPROVAL OF THE STRUCTURAL ENGINEER.  
2- ALL NEW INSTALLED EQUIPMENT MUST NOT INTERFERE WITH THE CLIMBING  
FACE AND SAFETY CLOM. CONTRACTOR SHALL MAKE SURE SAFETY CLOM ARE  
100% FREE OF CABLES AND MOUNTS AFTER INSTALLATION IS COMPLETE.

**T-Mobile**

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Downers Grove, IL 60515

THIS DOCUMENT AND INFORMATION CONTAINED IN  
THE DOCUMENTS OR INFORMATION WHICH  
NOT BE REPRODUCED, USED OR DISCLOSED  
BY T-MOBILE.

**WESTIN**

Engineering Consultants, Ltd.

Professional Design Firm  
License # 184.003975-0002  
062.049893

111 SANDPIPER CT  
BARTLETT, IL 60103  
CONTACT: AED@WESTINENGINEERING.COM

SITE NUMBER

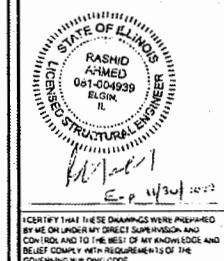
CH14324B

SITE NAME

WHEATON WATER  
TANK

SITE ADDRESS  
71 MARYWOOD TRAIL  
WHEATON, IL 60187

REV.	SUBMITTAL	APPROVED	DATE
A	PHILLIP COA	AE	11/03/22
B	FINAL COA	AE	11/03/22



I CERTIFY THAT THESE DRAWINGS WERE PREPARED  
BY ME ON UNDERSIGNED'S AUTHORITY AND  
COMPLY WITH THE NEEDS OF MY KNOWLEDGE  
AND BELIEF COMPLY WITH REQUIREMENTS OF THE  
GOVERNING BUILDING CODE.

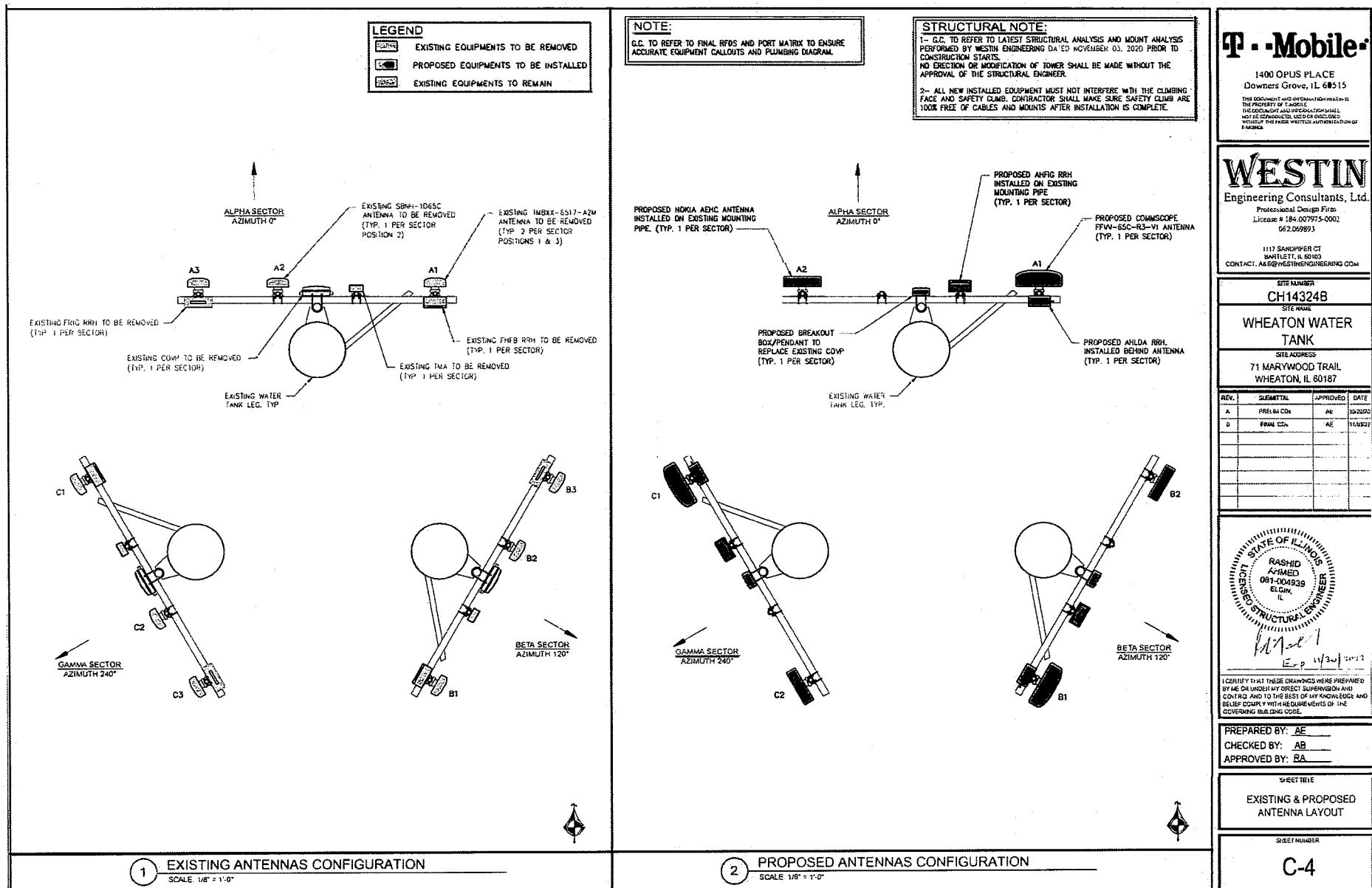
PREPARED BY: AE

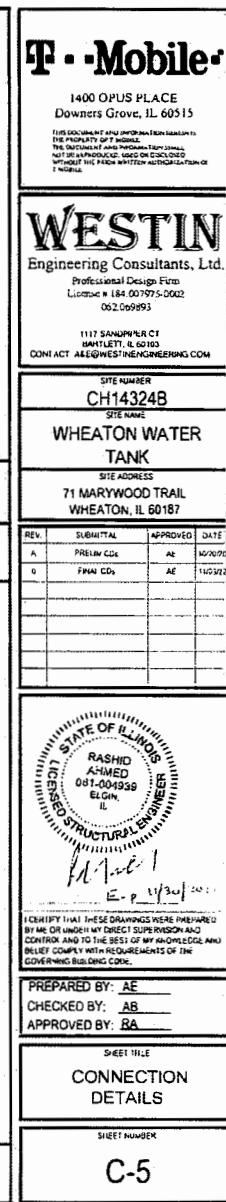
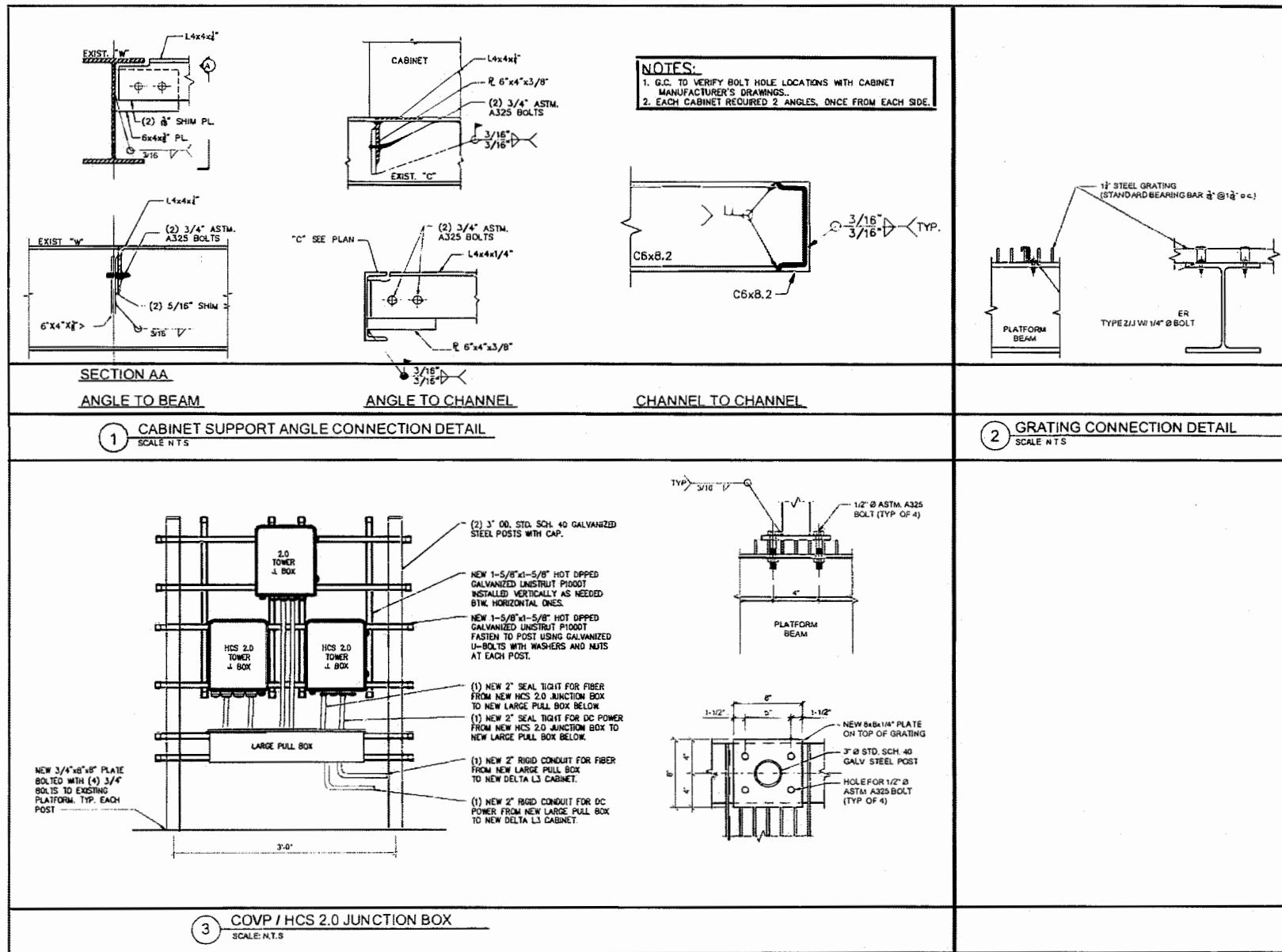
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APPROVED BY: RA

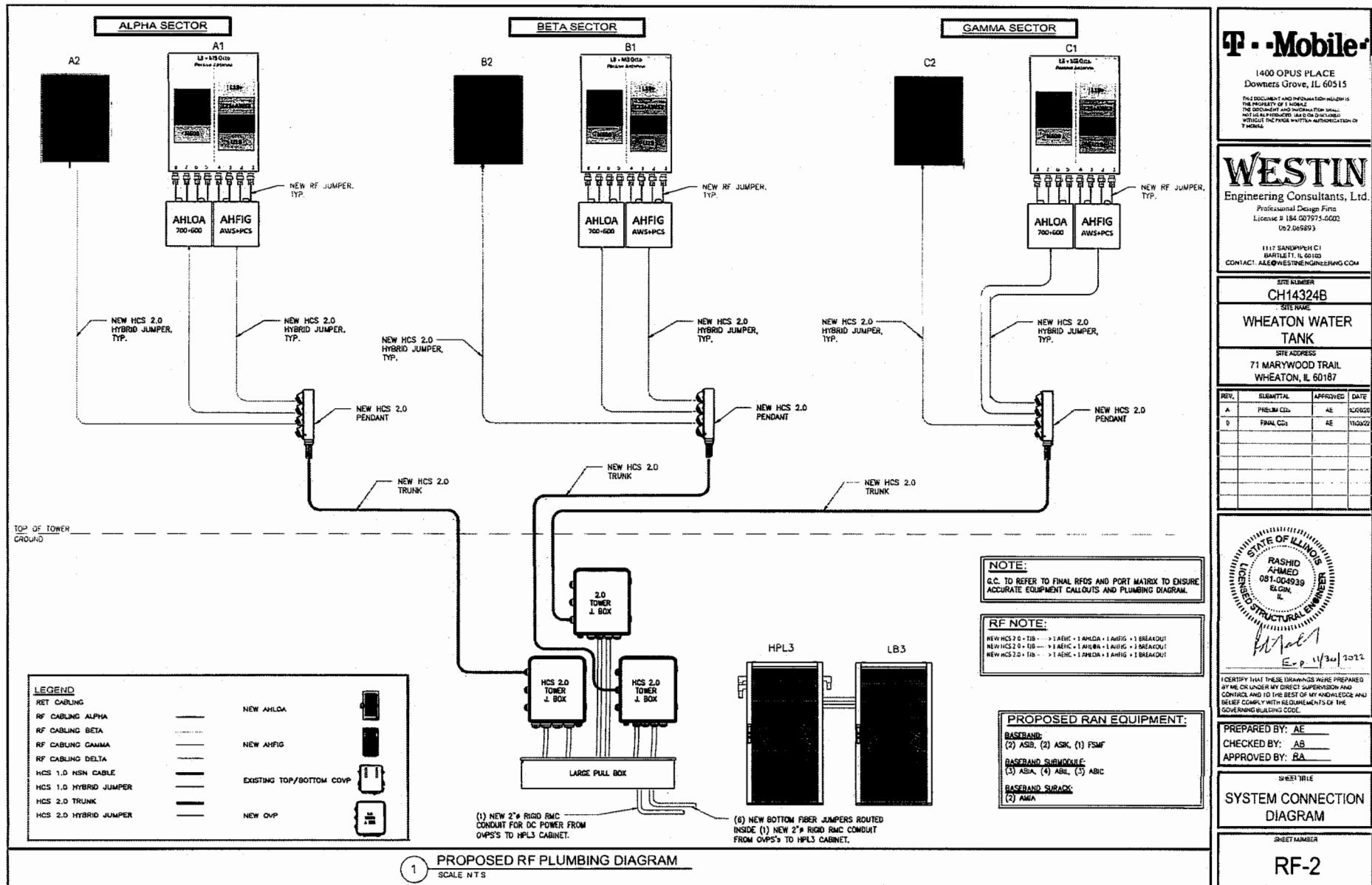
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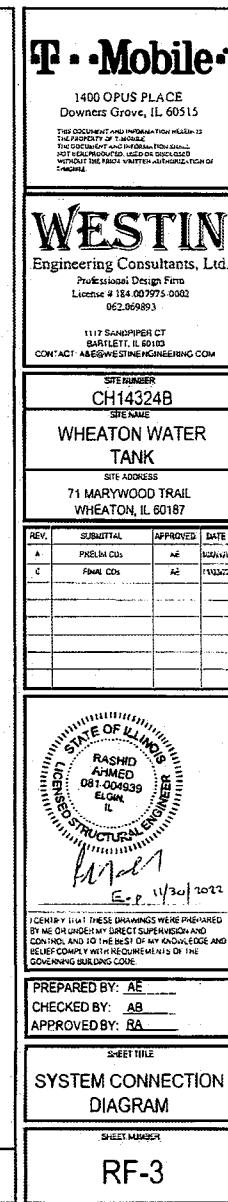
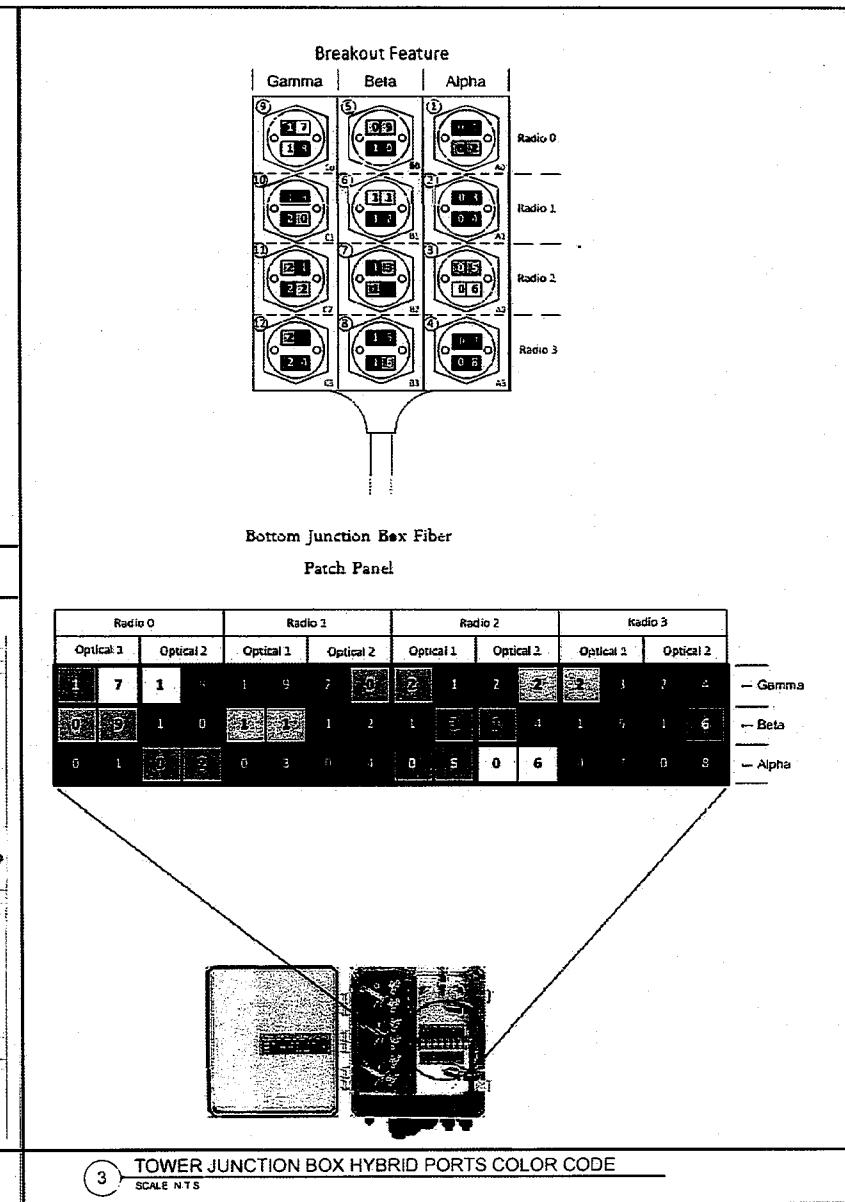
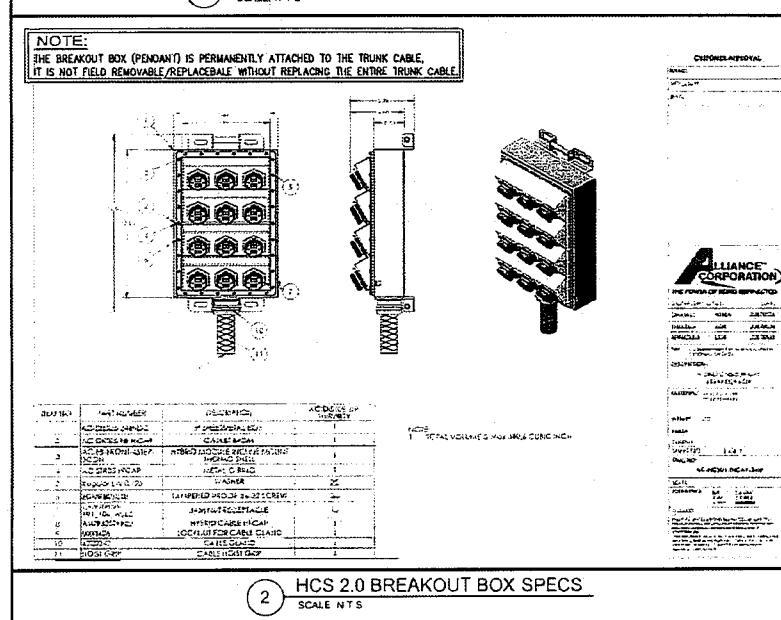
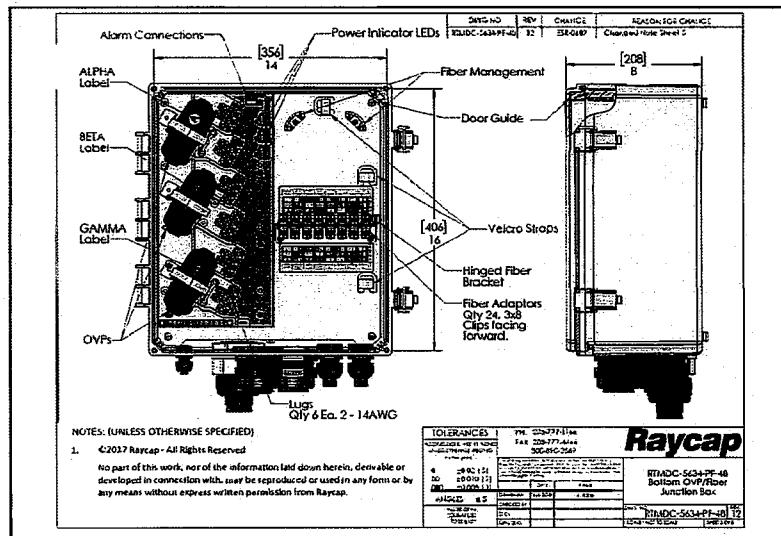
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C-3





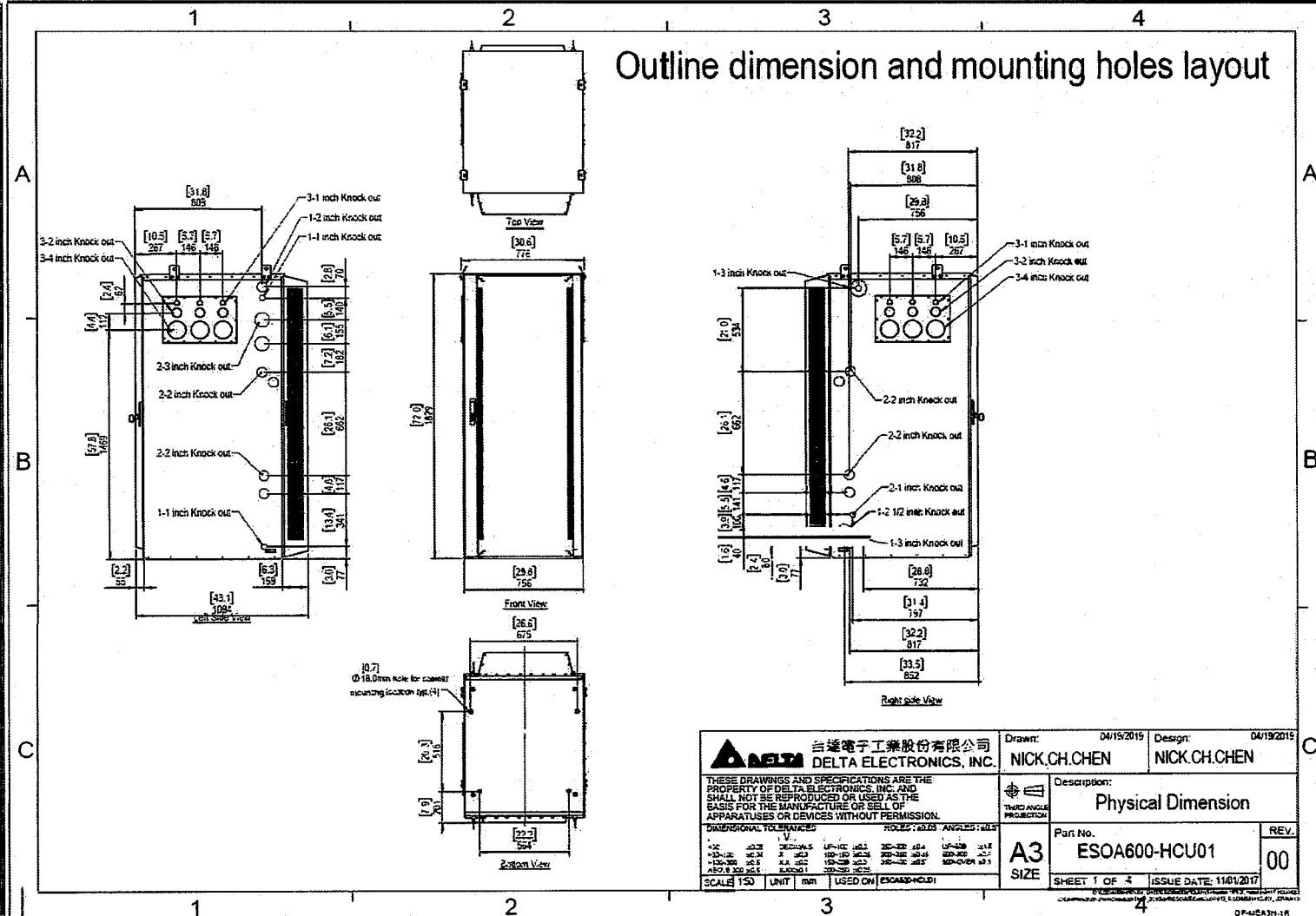








## Outline dimension and mounting holes layout



1 H-P LARGE 3 DELTA POWER CABINET MFR. SPECS  
SCALE NTS

**T-Mobile**

1400 OPUS PLACE  
Downers Grove, IL 60515

WESTIN

**Engineering Consultants, Ltd.**

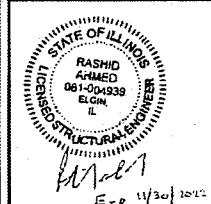
1117 SANDPIPER CT  
BANTLETT, IL 60105  
CONTACT A&E@WESTINENGINEERING.COM

SITE NUMBER  
01100000000000000000000000000000

CH14324B  
SIRE NAME  
WHEATON WATER

**TANK**  
SITE ADDRESS  
**71 MARYWOOD TRAIL**  
**WHEATON IL 60187**

REVN	SUBMITAL	APPROVED	DATE
A	PRELIM CO <sub>2</sub>	AE	14/09/00
B	FINAL CO <sub>2</sub>	AE	15/09/00



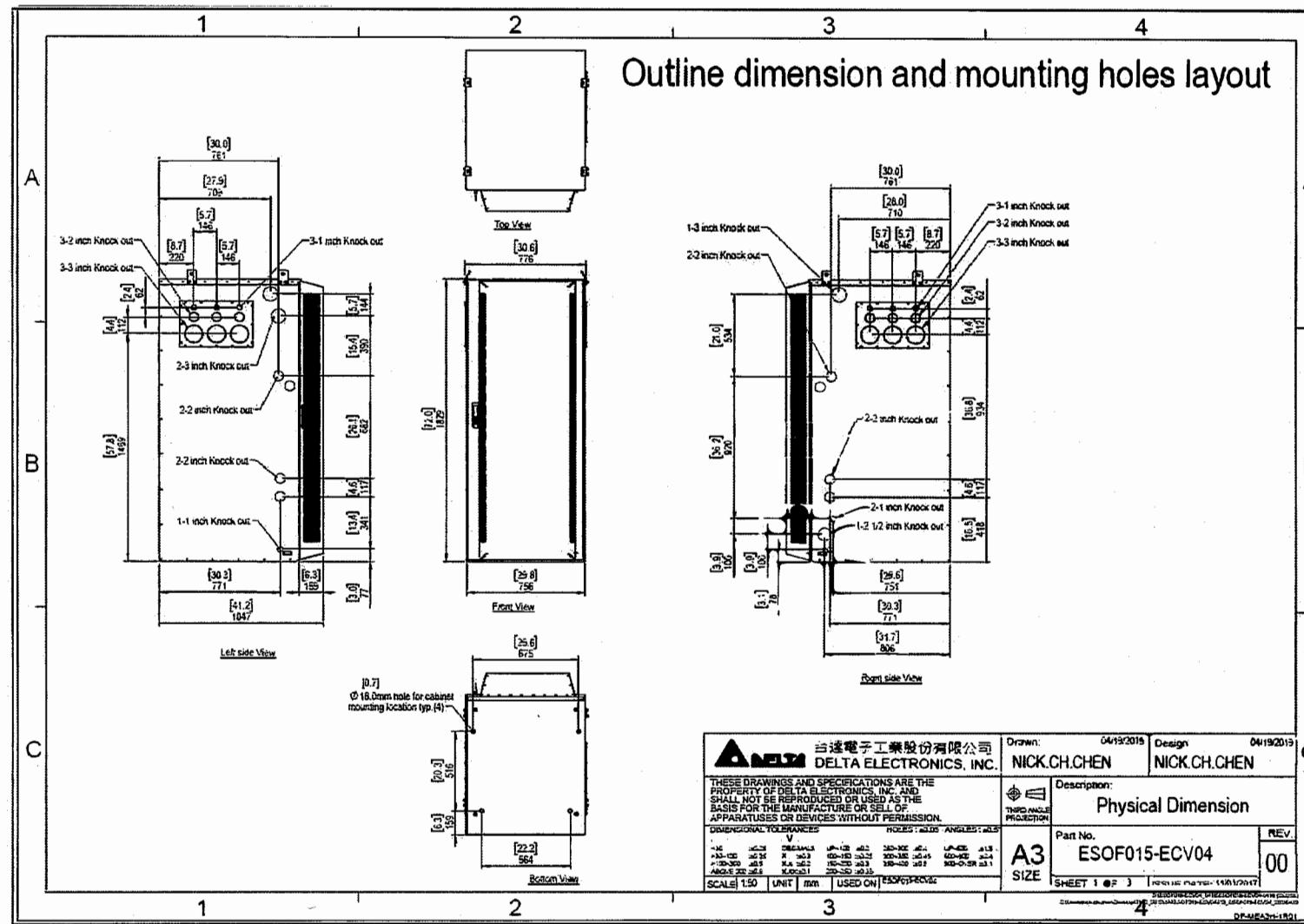
I CERTIFY THAT THESE DRAWINGS WERE PREPARED  
BY ME OR UNDER MY DIRECT SUPERVISION AND  
CONTROL AND TO THE BEST OF MY KNOWLEDGE AND  
BELIEF CONFORM WITH REQUIREMENTS OF THE  
GOVERNING BUILDING CODE

PREPARED BY: AE  
CHECKED BY: AB  
APPROVED BY: RA

**H-P LARGE 3 DELTA POWER  
CABINET MER. SPECS.**

SHEET NUMBER

## Outline dimension and mounting holes layout



1400 OPUS PLACE  
Downers Grove, IL 60515

WESTIN

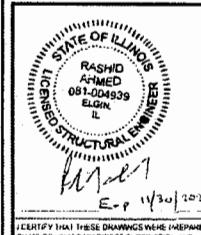
Engineering Consultants, Ltd.  
Professional Drawing Service

Professional Design Firms  
License # 184 007975-0002  
062.069893

SITE NUMBER  
**CH14324B**

WHEATON WATER  
TANK

SITE ADDRESS  
71 MARYWOOD TRAIL  
WHEATON, IL 60187



BY ME OR UNDER MY DIRECT SUPERVISION AND  
CONTROL AND TO THE BEST OF MY KNOWLEDGE AND  
BELIEF COMPLY WITH REQUIREMENTS OF THE  
GOVERNING BUILDING CODE.

PREPARED BY: AE

CHECKED BY: AB

APPROVED BY: RA

SHEET THREE

## BATTERY CABINET

**MFR. SPECS.**

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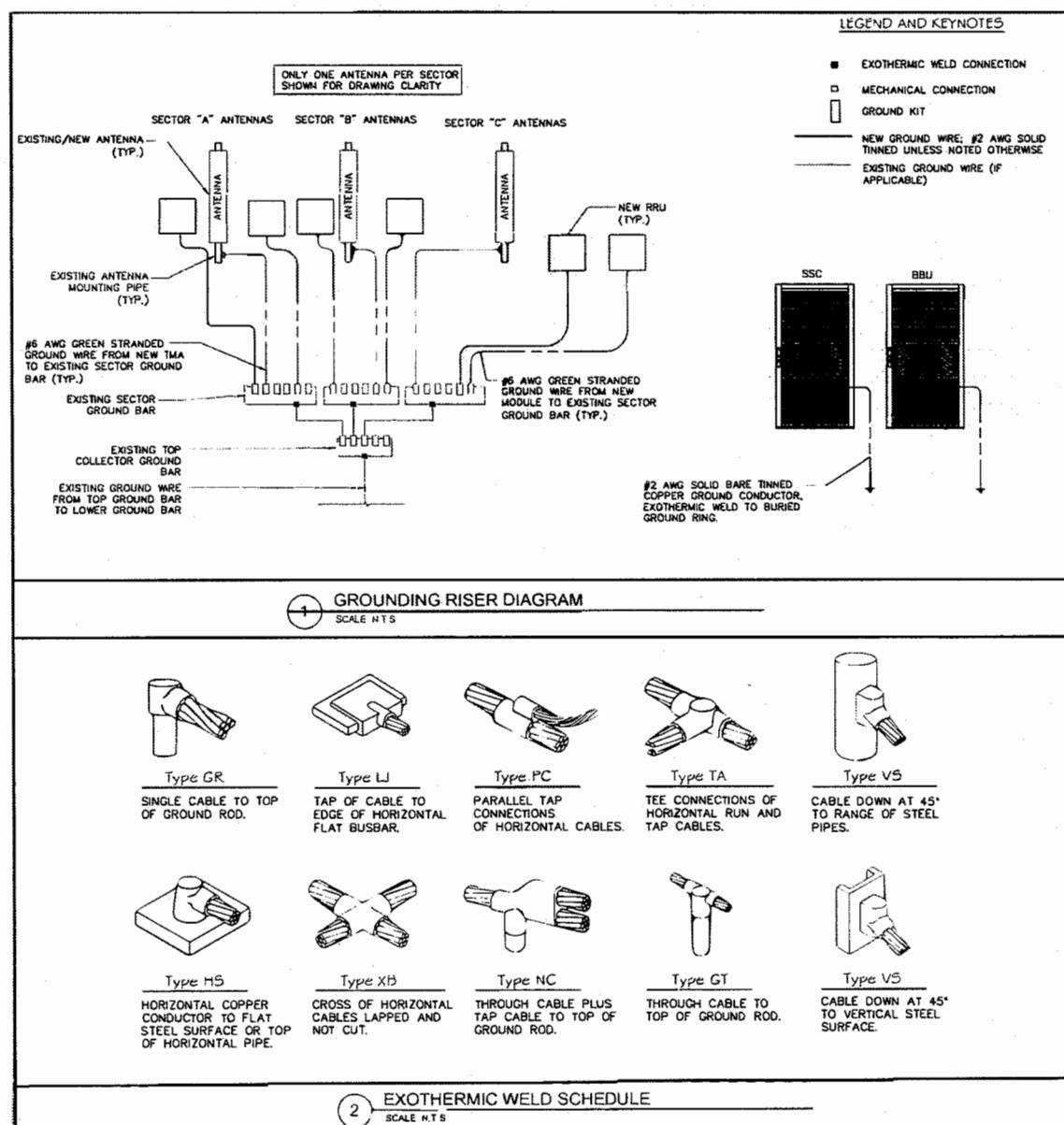
SECRET NUMBER

SP-3

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## ANSWER

1 H-P LARGE BATTERY 3 BACK-UP CABINET MFR. SPECS  
SCALE NTS



#### GENERAL NOTES:

1. PRIOR TO INSTALLING ANY ELECTRICAL WORK, THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY EXISTING SITE LOCATIONS AND CONDITIONS AND UTILITY SERVICE REQUIREMENTS OF THE JOB.
2. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN ITEMS SHOWN ON THE PLANS AND/OR SPECIFICATIONS, THE MORE RESTRICTIVE NOTE, SPECIFICATION OR CODE SHALL PREVAIL.
3. ALL THINGS WHICH, IN THE OPINION OF THE CONTRACTOR, APPEAR TO BE DEFICIENCIES, OMISSIONS, CONTRADICTIONS & AMBIGUITIES, IN THE PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. PLANS AND/OR SPECIFICATIONS WILL BE CORRECTED, OR A WRITTEN INTERPRETATION OF THE ALLEGED DEFICIENCY, OMISSION, CONTRADICTION OR AMBIGUITY WILL BE MADE BY THE ENGINEER BEFORE THE AFFECTED WORK PROCEEDS.
4. ELECTRICAL WORK SHALL INCLUDE, BUT NOT LIMITED TO, ALL LABOR MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE POWER AND LIGHTING SYSTEMS, TELEPHONE AND COMMUNICATION SYSTEMS, PANEL BOARDS, CONDUITS, GROUNDING, ETC. AS INDICATED ON ELECTRICAL DRAWINGS OR AS REQUIRED BY CODE.
5. ALL WORK SHALL COMPLY WITH THE N.E.C. (NATIONAL ELECTRICAL CODE) AND ANY LOCAL ORDINANCES, CODES, AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING JURISDICTION.
6. ALL EQUIPMENT AND MATERIAL FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE (U.L.) LISTED, NEW, FREE FROM DEFECTS, AND SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. SHOULD ANY TROUBLE DEVELOP DURING THIS PERIOD DUE TO FAULTY WORKMANSHIP, MATERIAL OR EQUIPMENT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS & LABOR TO CORRECT THE TROUBLE WITHOUT COST TO THE OWNER.
7. ALL WORK SHALL BE EXECUTED IN A WORKMAN LIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE OR SCRATCHING RELATED TO ELECTRICAL WORK AND SHALL REPAIR ALL EXISTING LANDSCAPING, SPRINKLER SYSTEMS, CONDUITS, WIRING, PIPING, ETC. DAMAGED BY THE ELECTRICAL WORK TO ORIGINAL OR BETTER CONDITION.

**SERVICE EQUIPMENT NOTE**

- SERVICE EQUIPMENT SHALL HAVE A SHORT CIRCUIT RATING EQUAL TO OR EXCEEDING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL.
- ALL ELECTRICAL EQUIPMENT SHALL BE ANCHORED TO WTHSTAND 90 M.P.H. WIND SPEED, EXPOSURE C.
- ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT UV STABLE, WEATHER PROOF, ENGRAVED PLASTIC LABELS.
- REPAIR ANY EQUIPMENT PAINT SURFACE THAT HAS BEEN DAMAGED IN THE COURSE OF INSTALLATION.

## GROUNDING NOTES

- GROUND RODS SHALL BE INSTALLED NOT MORE THAN 10 FOOT APART.
- GROUND RODS SHALL BE INSTALLED 42" MIN. BELOW GRADE.
- ALL BELOW GRADE GROUND RINGS AND GROUND LEADS SHALL BE # 2 AWG SOLID, TINNED BARE COPPER WIRE.
- ALL BELOW GRADE CONNECTIONS SHALL BE EXOTHERMIC WELDS
- UNLESS PROVIDED W/ A FACTORY APPLIED LEAD, ALL CONNECTIONS TO GROUND BARS SHALL BE BURNDY HYGROD COMPRESSION LUGS OR EQUAL.
- STEEL SHALL BE TO BARE METAL, GRIND GALV. FINISH OR PAINT OFF PRIOR TO WELDING, REPAIR GALV. FINISH OR PAINT AS REQUIRED, MATCH PAINT COLOR.
- ALL LUG CONNECTORS SHALL BE 2 HOLE LONG BARREL COMPRESSION TYPE OR APPROVED EQUAL.
- ALL HARDWARE TO ATTACH MECHANICAL GROUND CONNECTIONS SHALL BE STAINLESS STEEL.
- ALL MECHANICAL CONNECTIONS SHALL HAVE NOADX OR APPROVED EQUAL APPLIED BETWEEN COMPRESSION LUG AND FIXTURE.

<h1>T-Mobile</h1> <p>1400 OPUS PLACE Downers Grove, IL 60515</p> <p>THIS CONTRACT AND THE JURISDICTION HEREIN IS THE PROPERTY OF T-MOBILE. DISCLOSURE OF THIS CONTRACT IS PROHIBITED. NOT FOR RETENTION, REPRODUCTION, DUPLICATION OR FOR USE IN ANOTHER CONTRACT.</p>			
<h1>WESTIN</h1> <p>Engineering Consultants, Ltd.</p> <p>Professional Design Firm License # 184.00795-0002 06.069893</p> <p>117 S. STATE ST., SUITE 100 MADISON, WI 53703 CONTACT: ESE@WESTINENGINEERING.COM</p>			
<p>SITE NUMBER <b>CH14324B</b></p> <p>SITE NAME <b>WHEATON WATER TANK</b></p> <p>SITE ADDRESS <b>71 MARYWOOD TRAIL WHEATON, IL 60187</b></p>			
REV.	SUBMITTAL	APPROVED	DATE
A	PHILIP COH	AB	10/10/2012
U	FRAN COH	AE	10/10/2012
 <p>RASHID AHMED 061-004939 ELGIN, IL</p> <p><i>[Handwritten signature]</i></p> <p>10/10/2012</p> <p>I CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDERTAKEN UNDER MY DIRECT SUPERVISION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF THE COMBINING BUILDING CODE.</p>			
<p>PREPARED BY: <u>AE</u></p> <p>CHECKED BY: <u>AB</u></p> <p>APPROVED BY: <u>RA</u></p>			
<p>SHEET TITLE <b>GROUNDING RISER AND NOTES</b></p>			
<p>SHEET NUMBER <b>G-1</b></p>			

**PART 1. GENERAL****1.00 GENERAL REQUIREMENTS**

The contractor shall be responsible for complying with all safety precautions and regulations during the work. All general notes and standard details are the minimum requirements to be used in conditions which are not specifically shown otherwise.

All symbols and abbreviations are considered construction industry standards. If a contractor has a question regarding their exact meaning the architect/engineer shall be notified for clarifications. Where specified materials testing shall be to the latest standards available as required by the local governing agency for recording the results.

The contractor shall provide the materials approved by the architect/engineer or seal sealing penetrations through fire rated assemblies. All dimensions take precedence over scale unless otherwise noted.

The contractor shall be responsible for the complete security of the site from the start of the project to the completion of the project. The contractor shall visit the site prior to bid to assess conditions that may adversely affect the work or the cost of the work. The contractor shall field verify the dimensions, elevations, etc. necessary for the proper construction of new portion of the work and alignment of the new portion of the work to the existing work. The contractor shall make arrangements for storage for fabrication and erection of structural members. Any discrepancies shall immediately be brought to the attention of the A&E.

New construction added to existing construction shall be matched in form, texture, material and paint color except as noted in the plans. No changes are to be made to these plans without the knowledge and written consent of the A&E. Any reference to the words approved or approval in these documents shall be here defined to mean general acceptance or review and shall not relieve the contractor and/or his sub-contractors of any liability for furnishing the required materials or labor specified. The contractor shall provide all necessary blocking, bracing, framing, hangers or supports for installation of items indicated on the drawings.

All work performed and materials installed shall conform to the requirements of the latest editions of the following codes/specifications:

- LATEST LOCAL JURISDICTIONAL BUILDING CODES.
- ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES AND REGULATIONS
- AMERICAN CONCRETE INSTITUTE (ACI)
- AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
- ANSI/IAIA - 222 - G
- UNIFORM BUILDING CODE (UBC)
- NATIONAL ELECTRICAL CODE (NEC) WITH ALL AMENDMENTS
- AMERICAN INSTITUTE FOR STEEL CONSTRUCTION OR SPECIFICATIONS (AISC)
- LIFE SAFETY CODE NFPA - 101
- FEDERAL AVIATION REGULATIONS

**1.01 CARRIER REPRESENTATIVE**

A. The site development manager (SDM) or his designee (including but not limited to the architect/engineer, or construction manager) shall serve as the single point of contact.

B. Between the contractor and owner, notwithstanding the requirements specified herein, the SDM or designated representative is empowered to direct the contractor to vary or change from the plans and specifications as circumstances or conditions arise.

C. Contractor shall verify all changes are accepted by the engineer of record.

**1.02 INTENT**

A. The drawings and specifications are intended to be fully explanatory and complementary. However, should anything be shown, indicated or specified on one and not the other, the same as if shown, indicated or specified in both, these notes shall be considered a part of the written specifications.

B. These specifications and design drawings accompanying them describe the work to be performed and the materials to be furnished for the construction of the project.

C. The intention of the documents is to include all labor and materials reasonably necessary for the proper execution and completion of the work as indicated in the documents. The purpose of the specifications is

to supplement the intent of the drawings and to designate a procedure, type, or quality of materials required to complete the work.

E. Minor deviations from the design layout are anticipated and shall be considered as part of the work. However, no changes that alter the character intent of the design will be made or permitted without a change order from the owner.

**1.03 CONFLICTS**

A. The contractor and each subcontractor shall be responsible for verification of all measurements at the site before ordering any materials or performing any work. No extra charge or compensation shall be allowed due to any errors or discrepancies that may occur due to the actions of the contractor and/or subcontractor. Any dimensions indicated on the construction drawings, any such discrepancy in dimensions which may inadvertently occur shall be submitted to the SDM or designated representatives for consideration before the contractor proceeds with work in the affected areas.

B. The contractor shall notify a & e of any errors, omissions, or discrepancies as they may be discovered in the plans, specifications and notes prior to starting construction, including but not limited to demolition. The contractor shall be responsible for correcting any errors, omissions, or inconsistencies after the start of construction that have not been brought to the attention of the A&E. The contractor shall include all expenses required to rectify the situation. The method of correction shall be approved by the A & E.

C. The contractor, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing which the contractor might not have fully informed himself prior to bidding.

D. No plea of ignorance of conditions that exist, or of difficulties that may be encountered or of any other relevant matter concerning the work to be performed will be accepted as a reason for any failure or omission on the part of the contractor to fulfill the requirements of the contact documents.

1.04 BIDDING PROCESS -- INSTRUCTIONS TO BIDDERS

A. CARRIER REQUESTS A FIRM LUMP SUM BID FOR ALL WORK DESCRIBED IN THE CONTRACT, AS INDICATED IN THESE CONSTRUCTION DRAWINGS/SPECIFICATIONS, APPARENT WITH FIELD VISIT, AND ACCORDING TO ANY OTHER AGREEMENTS AND DIRECTIVE.

B. BIDDER WILL GUARANTEE BIDS FOR 60 DAYS FROM BID DUE DATE. BIDS SHALL INCLUDE ALL APPLICABLE STATE AND FEDERAL TAXES.

C. PROPOSAL (AS OUTLINED IN BID DOCUMENTS) IT IS UNDERSTOOD BY OWNER, THAT THE BIDDER IN SUBMITTING HIS BID, WARRANTS THAT HE HAS CAREFULLY EXAMINED THE SITE OF THE PROJECT TO ACQUAINT HIMSELF WITH:

1. SURROUNDING PROPERTIES.
2. MEANS OF APPROACH TO THE SITE.
3. CONDITIONS OF THE ACTUAL BID SITE.
4. FACILITIES FOR DELIVERING, STORING, PLACING, HANDLING AND REMOVAL OF MATERIALS AND EQUIPMENT.
5. ANY AND ALL DIFFICULTIES THAT MAY BE ENCOUNTERED DURING THE EXECUTION OF ALL WORK IN ACCORD WITH THE CONTRACT DOCUMENTS.

1.05 CONTRACTS AND WARRANTIES

ABBRIVIATED FORM OF AGREEMENT BETWEEN CARRIER REPRESENTATIVE AND CONTRACTOR MAY BE USED AND WILL BE EMPLOYED FOR CONTRACT PURPOSES.

B. UNLESS ARRANGED OTHERWISE, EACH CONTRACTOR IS RESPONSIBLE FOR FINDING AND OBTAINING PERMIT AT THE LOCAL JURISDICTION. THE CONTRACTOR OF RECORD AND PROVIDE JURISDICTION WITH ALL PROOF REQUIRED TO OPERATE AS A CONTRACTOR IN THAT JURISDICTION.

C. A COPY OF THE APPROVED DRAWINGS SHALL BE KEPT IN A PLACE SPECIFIED BY THE GOVERNING AGENCY AND BY LAW SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES. THE CONTRACTOR'S RESPONSIBILITY IS TO ENSURE ALL CONSTRUCTION SETS REFLECT THE SAME INFORMATION AS THE APPROVED DRAWINGS. THE CONTRACTOR SHALL ALSO MAINTAIN ONE SET OF DRAWINGS AT THE SITE FOR THE PURPOSE OF DOCUMENTING ALL AS-BUILT DRAWINGS TO THE A & E AT THE CONCLUSION OF THE PROJECT, OR TO TWO AS DIRECTED.

D. THE CONTRACTOR SHALL BE REIMBURSED, AT FACE VALUE, FOR THE AMOUNT OF ANY FEE PAID AS FOLLOWS:

1. PLAN REVIEW FEE.
2. BUILDING PERMIT FEE.
3. CONNECTIONS AND INSPECTION FEES.

EACH CONTRACTOR IS RESPONSIBLE FOR APPLICATION &

**1.06 LOG STORAGE**

A. DO NOT USE THE CARRIER EQUIPMENT SPACE FOR STORAGE OF TOOLS OR MATERIALS WITHOUT WRITTEN SDM APPROVAL.

B. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY LOCATION AND IN A MANNER THAT WILL NOT OBSTRUCT THE FLOW OF OTHER WORK. ANY EQUIPMENT OR MATERIAL STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE MANUFACTURER.

C. WHEN STORING MATERIALS ENSURE EVEN DISTRIBUTION OVER THE FLOOR OR ROOF SO AS NOT TO EXCEED THE DESIGNED LIVE LOADS FOR THE STRUCTURE. TEMPORARY SHORING OR BRACING SHALL BE PROVIDED WHERE THE STRUCTURE OF SOIL HAS NOT ATTAINED THE DESIGN STRENGTH FOR THE CONDITIONS PRESENT.

**1.07 PROTECTION**

A. PROTECT FINISHED SURFACES, INCLUDING JAMBS AND WALLS USED AS PASSAGES THROUGH WHICH EQUIPMENT AND MATERIALS WILL PASS.

B. PROVIDE PROTECTION FOR EQUIPMENT ROOM SURFACES PRIOR TO ALLOWING EQUIPMENT OR MATERIAL TO BE MOVED OVER SUCH SURFACES.

C. MAINTAIN FINISHED SURFACES CLEAN, UNMARRED AND SUITABLY PROTECTED UNTIL JOB SITE IS ACCEPTED BY THE SDM.

D. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT AND GUARD FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION, ANY DAMAGE TO NEW OR EXISTING SURFACES, STRUCTURES OR EQUIPMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE PROPERTY OWNER. THE CONTRACTOR SHALL BEAR THE EXPENSE OF REPAIRING OR REPLACING ANY DAMAGED AREAS.

**1.08 REPAIRS AND REPLACEMENTS**

A. IN EVENT OF DAMAGES, THE CONTRACTOR SHALL NOTIFY OWNER SDM, THEN PROMPTLY MAKE ALL REPAIRS AND REPLACEMENTS AT NO ADDITIONAL COST TO OWNER.

B. ADDITIONAL TIME THAT IS REQUIRED TO SECURE REPAIRS AND TO MAKE REPAIRS WILL NOT BE CONSIDERED BY OWNER TO JUSTIFY EXTENSION IN THE CONTRACT TIME FOR COMPLETION.

**1.09 TEMPORARY FACILITIES**

A. WATER: WATER IS NOT AVAILABLE TO THE CONTRACTORS ON SITE.

B. LIGHT, TELEPHONE AND POWER: LIGHT AND POWER ARE AVAILABLE ON SITE. IF NOT, THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY POWER (FOR THE OPERATION OF TOOLS, EQUIPMENT AND LIGHTING NECESSARY FOR FACILITY CONSTRUCTION), WATER AND TOILET FACILITIES.

C. IF PERMANENT POWER IS COMPLETED, ALL CONTRACTORS MAY USE THE SERVICE CONNECTION FOR PRODUCTION WORK ONLY, PROVIDED THAT ELECTRICAL CORDS AND CONNECTIONS ARE FURNISHED BY CONTRACTORS AND ARE DISCONNECTED AND PROPERLY STORED DURING NON-WORKING HOURS.

**1.10 CLEAN UP**

A. THE CONTRACTOR SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THE EMPLOYEES OF THE WORK, AND AT THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL REMOVE ALL RUBBISH FROM THE AREA OF THE BUILDING, INCLUDING ALL TOOLS, SCAFFOLDING AND SURPLUS MATERIALS, AND SHALL LEAVE THE WORK AREA CLEAN AND READY FOR USE EACH DAY.

B. EXTERIOR: VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIAL, DUST, SMUDGES, AND OTHER FOREIGN MATTER.

C. INTERIOR: VISUALLY INSPECT INTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIAL, SMUDGES AND OTHER FOREIGN MATTER.

D. 1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.

2. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSE DOWN THE EXTERIOR OF THE STRUCTURE.

E. 1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.

2. REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.

F. CONTRACTOR SHALL WASH AND WAX FLOOR PRIOR TO FINAL ACCEPTANCE FROM SDM. WAX SHALL BE THE ANTI-STATIC TYPE.

**1.11 PAYMENT OF CONTRACTOR LICENSES & BONDS****1.12 CHANGE ORDER**

A. A CHANGE ORDER MAY BE INITIATED BY THE SDM, AND OR THE CONTRACTOR. THE CONTRACTOR, UPON WRITTEN REQUESTS FROM THE SDM, SHALL PREPARE WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS, AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT IT TO THE SDM FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES IN THE SCOLES OF WORK OR MATERIALS THAT ARE NOT PREPARED BY THE CONTRACTOR WITHOUT A WRITTEN CHANGE ORDER AS DESCRIBED AND APPROVED BY THE SDM SHALL BECOME THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

**1.13 RELATED DOCUMENTS AND COORDINATION**

A. RELATED DRAWINGS, ELECTRICAL, AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCES OF THE WORK EACH CONTRACTOR JUST REFERS ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

B. THE CONTRACTOR SHALL SUPERVISE AND COORDINATE ALL WORK USING HIS PROFESSIONAL KNOWLEDGE AND SKILLS. HE SHOULD USE PROPER COORDINATION MEANS, METHODS, TECHNIQUES AND PROCEDURES, AND FOR SUPERVISING, SEQUENCING AND COORDINATING ALL PORTIONS OF THE WORK.

**1.14 SHOP DRAWINGS**

A. CONTRACTOR TO SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS AND THROUGH THE GENERAL CONTRACT TO THE SDM FOR APPROVAL.

B. SHOP DRAWINGS FOR ALL STRUCTURAL STEEL SHALL BE SUBMITTED TO THE ENGINEER OF RECORD UNLESS SPECIFICALLY NOTED OTHERWISE. CONTRACTOR SHALL NOT FABRICATE STEEL UNLESS DRAWINGS HAVE BEEN ACCEPTED IN WRITING.

C. ALL SHOP DRAWINGS TO BE REVISED, CHECKED AND CORRECTED BY GENERAL CONTRACTOR PRIOR TO SUBMITTAL TO THE SDM.

**1.15 PRODUCTS AND SUBSTITUTIONS**

A. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBMISSION. IN EACH REQUEST IDENTIFY THE PRODUCT FABRICATION, INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION, INCLUDE RELATED INSPECTIONS AND DRAWING NUMBERS, AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.

B. ALL NECESSARY PRODUCT DATA AND CUT SHEETS SHOULD PROPERLY INDICATE AND DESCRIBE ITEMS, PRODUCTS AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY THE SDM, SUBMIT ACTUAL SAMPLES TO THE SDM FOR APPROVAL IN LIEU OF CUT SHEETS.

**1.16 COMPLIANCE**

A. ALL MATERIALS, DESIGN AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES (SOME ARE LISTED HEREIN) ORDINANCES, AND AUTHORITIES HAVING JURISDICTION OVER THE WORK. UPON THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE CARRIER WITH THE CERTIFICATES OF OCCUPANCY (IF REQUIRED), JOB SITE PERMITTED PLANS AND INSPECTION CARDS, WITH ALL FINAL INSPECTION SIGNATURES AND OTHER LEGAL DOCUMENTS TO VERIFY COMPLIANCE, WHERE NO EXISTING STANDARDS SHALL CONTRIBUTE TO THE FORM BUILDING CODE, OR THE SPECIFICATIONS HEREIN, WHICHEVER IS MORE STRINGENT AND A DOCUMENT STATEMENT SHALL BE FURNISHED TO THIS EFFECT.

B. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY COMPLIANCE WITH THE GOVERNING CODES AND TO NOTIFY THE SDM OF ANY DISCREPANCIES PRIOR TO PERFORMING WORK.

C. REFERENCES TO ANY STANDARD OR CODE OF PRACTICES IN THIS SPECIFICATION SHALL BE DEEMED TO MEAN THE EDITION CURRENT AT THE TIME OF AWARD OF THE CONTRACT.

D. THE TELECOMMUNICATIONS EQUIPMENT SPACE SHOWN IN THESE DRAWINGS IS NOT PERMANENTLY OCCUPIED. WORK TO BE PERFORMED IN THIS FACILITY CANNOT REASONABLY BE PERFORMED BY PERSONS WITH A SEVERE IMPAIRMENT TO MOBILITY, SIGHT OR HEARING. THEREFORE, PER THE APPLICABLE CODES, THIS FACILITY SHALL BE EXEMPTED FROM ALL TITLE 24 ACCESS REQUIREMENTS.

E. THE CONTRACTOR SHALL COMPLY WITH ALL ZONING AND SITE ACQUISITION SPECIAL STIPULATIONS AS OUTLINED IN THE JOB SPECIFICATIONS, OR AS DIRECTED BY THE SDM.

1. ANSI/IAIA - 222 - E
2. UNIFORM BUILDING CODE (UBC)
3. BUILDING OFFICIALS & CODE ADMINISTRATION (BOCA)
4. NATIONAL ELECTRICAL CODE (NEC) WITH ALL AMENDMENTS
5. AMERICAN INSTITUTE FOR STEEL CONSTRUCTION OR SPECIFICATIONS (AISC)
6. LIFE SAFETY CODE NFPA - 101
7. FEDERAL AVIATION REGULATIONS

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Professional Design Firm  
License # 184 007979-0002  
062-069893

SITE NUMBER  
**CH14324B**  
SITE NAME

WHEATON WATER  
TANK  
SITE ADDRESS  
71 MARYWOOD TRAIL  
WHEATON, IL 60187

REV.	SUBMITTED	APPROVED	DATE
A	WILLIAM CHU	AE	12/26/2015
D	FRANK COO	AE	1/10/2016

**STATE OF ILLINOIS**  
RASHID AHMED  
081-004939  
ELGIN,  
ILLINOIS  
STRUCTURAL ENGINEER  
1/13/16  
E-113-120-L23

STATEMENT THAT THE DRAWINGS AND SPECIFICATIONS  
WERE PREPARED AND DRAWN BY ME OR UNDER MY DIRECT SUPERVISION AND  
CONFORM TO THE BEST OF MY KNOWLEDGE AND  
REASONABLE CARE WITH REQUIREMENTS OF THE  
GOVERNING BUILDING CODE.

PREPARED BY: AE  
CHECKED BY: AB  
APPROVED BY: RA

SHEET TITLE  
**GENERAL NOTES AND SPECIFICATIONS**

SHEET NUMBER  
**GN-1**

#### 1.16 ADMINISTRATION

A. THE CONTRACTOR SHALL FURNISH TO THE SOM WITH THE NAME AND CONTACT TELEPHONE NUMBERS (MOBILE, PAGER AND RESIDENCE NOTE) OF THE CARRIER APPROVED ON-SITE SUPERVISOR. ANY CHANGES IN SUPERVISION MUST BE REPORTED TO THE SOM IMMEDIATELY AND ARE SUBJECT TO CARRIER APPROVAL.

#### 1.17 PERMIT AND LICENSES

A. THE CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL REQUIRED LOCAL, STATE, AND/OR COUNTY CONSTRUCTION PERMITS AND LICENSES. COPIES OF ALL PERMITS SHALL BE SENT TO SOM. APPROVALS FROM RELEVANT PLANNING BOARD, ENVIRONMENTAL BOARDS, AND/OR OTHER COMMITTEE WILL BE SUPPLIED BY OTHERS, BUT MUST BE CONFIRMED BY THE CONTRACTOR WITH THE SOM PRIOR TO THE APPLICATION FOR CONSTRUCTION PREMISES.

B. FAA APPROVAL WILL BE SUPPLIED BY OTHERS BUT MUST BE CONFIRMED BY THE CONTRACTOR WITH THE SOM PRIOR TO THE ERECTING OF TOWER (IF APPLICABLE).

C. FOR CONSTRUCTION SCHEDULING REFER TO THE INSTRUCTIONS PROMISED BY THE SOM ITEMS TO BE INCLUDED:

- 1. CLEARING AND GRUBBING
- 2. BUILDING PERMIT
- 3. SHELTER DELIVERY AND PLACEMENT
- 4. BUILDING FOUNDATION EXCAVATION
- 5. ACCESS ROAD
- 6. COMMERCIAL AC POWER
- 7. COMMERCIAL FOUNDATION FORMING
- 8. INSPECTIONS
- 9. LANDSCAPING
- 10. GROUNDING SYSTEM
- 11. ANTENNA INSTALLATION

D. PRIOR TO COMMENCING THE WORK THE GENERAL CONTRACTOR SHALL SCHEDULE AN ON-SITE MEETING WITH ALL MAJOR PARTIES TO THE PROCESS. THIS WOULD INCLUDE (THOUGH NOT LIMITED TO) THE DESIGNATED REPRESENTATIVES OF EACH SUB-CONTRACTOR.

E. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY & VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCY REPORTED AS TO THE INTERSECTION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION & INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL DISCREPANCY IS CHECKED & CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS OWN RISK AND EXPENSES. CONTRACTOR SHALL CALL ALL APPROPRIATE UTILITY COMPANIES AND HOURS PRIOR TO START OF CONSTRUCTION TO HAVE UNDERGROUND UTILITIES LOCATED & MARKED.

F. THE CONTRACTOR SHALL BE EQUIPPED WITH A MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A CELLULAR PHONE, AND BE AVAILABLE IN A REASONABLE AMOUNT OF TIME TO

G. THE CONTRACTOR IS RESPONSIBLE FOR ALL SAFETY INCLUDING BUT NOT LIMITED TO PROTECTION OF ALL SITE PERSONNEL AND THE GENERAL PUBLIC DURING THE ENTIRE SITE CONSTRUCTION PERIOD. HE SHALL TAKE ALL REASONABLE PRECAUTIONS TO PLACE AND MAINTAIN BARRICADES, LAMPS, AND SIGNS.

#### CONSTRUCTION NOTES

1. ELEVATIONS ARE ABOVE MEAN SEA LEVEL.

2. ALL EXISTING EASEMENTS, PROPERTY LINES, SECTION LINES AND ROADWAYS ARE INDICATED ON THIS DRAWING AS THE BEST OF THE CONTRACTOR'S KNOWLEDGE AS GATHER BY VISUAL INSPECTION, SURVEY DRAWINGS, AND INFORMATION RECEIVED FROM THE CARRIER.

3. ALL CONSTRUCTION SHALL CONFORM TO CURRENT LOCAL, STATE, AND FEDERAL CODES.

4. THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO PROTECT EXISTING STRUCTURES, UTILITIES, WALKWAYS, PAVEMENT AND OTHER FACILITIES FROM UNNECESSARY EXPOSURE TO DAMAGE; ALL NEW UNDERGROUND TRENCHING SHALL BE HAND DUG.

5. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING UNDERGROUND POWER, TELCO, GROUNDING CONDUITS, AND ALL OTHER UTILITIES EASEMENTS AND/OR WIRES PRIOR TO TRENCHING. ANY DAMAGE CAUSED TO THE EXISTING UNDERGROUND SERVICES OR SYSTEMS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. VERIFY WITH UTILITY NEW SERVICE HAS BEEN APPLIED FOR. THERE SHALL BE NO SPLICING OF GROUND CONDUCTORS BELOW GRADE.

6. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE SAFETY, AND IF NECESSARY THE REPAIR OF ALL PUBLIC UTILITIES SERVICES SUCH AS GAS, TELEPHONE, ELECTRIC, CABLE, AND WATER.

7. DO NOT INTERRUPT SERVICES TO ANY ADJACENT STRUCTURES OR FACILITIES WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.

8. EROSION CONTROL MEASURES SUCH AS SILT FENCING AND/OR HAYBALES SHALL BE UTILIZED TO PREVENT SOIL AND DEBRIS FROM CONTAMINATING ADJACENT PROPERTIES, ROADS, AND AREAS.

9. COMMENCEMENT OF CONSTRUCTION SHALL BEGIN ONLY WITH THE WRITTEN APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE. ALL CONSTRUCTION AND MATERIAL ORDERING (WITH THE EXCEPTION OF THE TOWER) SHALL BE DONE WITH DRAWINGS LABELED "ISSUED FOR CONSTRUCTION"

10. NO DUMPING SOILS ON SITE OR LEASE AREA, MUST BE HAULED OFF SITE.

11. ACCESS TO OTHER CUSTOMERS ON SITE CAN NOT BE BLOCKED AT ANYTIME

12. ALL SAFETY HAZARDS MUST BE MARKED WITH WARNING TAPE OR SAFETY FENCE.

13. PROPER SIGNAGE MUST BE POSTED AT ACCESS OF COMPOUND PER OSHA SPEC.

14. ANY ACCIDENTS ON SITE MUST BE REPORTED TO CONTRACT OWNER WITHIN 2 HOURS OF EVENT.

15. GC'S ARE NOT TO CONTACT LANDOWNERS. ALL MATTERS MUST BE REPORTED TO PROJECT MANAGER AND TOWER OWNER.

16. PROVIDE 2 PULL STRINGS SECURELY FASTENED AT EACH END OF ALL CONDUITS. THE PULL STRINGS ARE TO BE 200 LB. TEST POLYETHYLENE CORD. PROVIDE CAP ON THE ENO OF EACH CONDUIT AND MARK AS SHOWN ON THIS SITE PLAN.

#### GENERAL GRADING NOTES

1. CONTOURS AND SPOT ELEVATIONS SHOWN ARE ONLY CONTROLS AND THE PROFILES THEY FORM SHALL BE SMOOTH AND CONTINUOUS.

2. THE CONTRACTOR SHALL EXERCISE SUFFICIENT SUPERVISORY CONTROL DURING GRADING TO INSURE COMPLIANCE WITH THE PLANS, SPECIFICATIONS, AND CODE WITHIN THEIR PURVIEW.

3. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. EXPOSURE OF SOIL TO EROSION BY REMOVAL OF NATURAL VEGETATION IS NOT PERMITTED TO THIS AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATION AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID ANY DAMAGE TO EXISTING FOLIAGE THAT LIES IN THE PROJECT AREA UNLESS DESIGNATED FOR REMOVAL AND SHALL BE LIABLE FOR SUCH DAMAGE AT HIS/HER EXPENSE.

4. DURING GRADING OPERATIONS AND PRIOR TO COMPLETION OF CONSTRUCTION, TEMPORARY DRAINAGE CONTROL SHALL BE PROVIDED TO PREVENT PONDING WATER AND IMPROPER DRAINAGE. PRIOR TO THE START OF GRADING ALL EXISTING VEGETATION AND DEBRIS, INCLUDING EXISTING STRUCTURES, FOOTINGS, FOUNDATIONS, RUBBLE, TREES AND ROOT SYSTEMS SHALL BE REMOVED FROM THE SITE.

5. THE EXPOSED SOILS SHALL THEN BE SCARIFIED TO A MINIMUM DEPTH OF 6 INCHES, BROUGHT TO PROPER MOISTURE CONTENT AND COMPACTED TO AT LEAST 90% OF THE MAXIMUM DENSITY, AS DETERMINED BY THE CURRENT UNIFORM BUILDING CODE.

6. FILL SLOPES SHALL BE COMPACTED BY MEANS OF SHEEP FOOT COMPACTOR OR OTHER SUITABLE EQUIPMENT. COMPACTING SHALL CONTINUE UNTIL SLOPES ARE STABLE AND THERE IS NOT AN APPRECIABLE AMOUNT OF LOOSE SOIL ON THE SLOPES.

7. THE MAXIMUM CUT AND FILL SLOPES SHALL BE 2:1.

8. CONTRACTOR SHALL MAKE SURE ALL SURVEY STAKING IS PRESERVED AND PROTECTED BY MEANS OF OFFSETS OR WORKING AROUND STAKES. CONTRACTOR SHALL BE RESPONSIBLE FOR REESTABLISHING STAKES IF THEY ARE DISTURBED BY HIRING THE ORIGINAL SURVEYOR. TOP SOIL SHALL BE STOCKPILED AT THE EXTERIOR PRACTICALLY ON THE SITE AND USE ON AREA TO BE REGRADED. ANY STOCKPILES SHALL BE LOCATED AND PROTECTED FROM EROSION ELEMENTS.

10. TEMPORARY SILT FENCES SHALL BE INSTALLED ALONG ALL BOUNDARIES OF THE CONSTRUCTION LIMITS AS SHOWN ON THESE DRAWINGS OR REQUIRED BY LOCAL CODES.

11. MINIMUM BUILDING PAD DRAINAGE SHALL BE 2%. DRAINAGE SHALL BE A MINIMUM OF 0.3' DEEP AND BE CONSTRUCTED A MINIMUM OF 2' FROM THE TOP OF CUT OR FILL SLOPES. THE MINIMUM SLOPE OF SWALES SHALL BE 0.50%.

12. IF ANY UNFORESEEN SUBSURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION THEY SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING FURTHER.

13. ALL DEPRESSIONS WHERE WATER MAY POND WILL BE FILLED IN MADE EQUAL TO ADJACENT GRADES, CREATING A LARGER DRAINAGE SCHEME FOR THE SITE

#### SERVICE NOTES:

A. ELECTRICAL PLANS, DETAILS AND DIAGRAMS ARE DIAGRAMMATIC ONLY. VERY EXACT LOCATIONS AND MOUNTING HEIGHTS WITH OWNER; PLACEMENT AND ROUTING OF ALL COMPONENTS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES

B. SERVICE EQUIPMENT SHALL HAVE A FAULT WITHSTAND RATING EQUAL TO OR EXCEEDING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL. INSTALLATION SHALL BE FREE FROM ALL FAULTS AND GROUNDS.

C. ALL ELECTRICAL EQUIPMENT, CONDUITS, AND SUPPORT SHALL BE ABLE TO WITHSTAND 80 M.P.H. WIND SPEED; EXPOSURE C

D. ALL ELECTRICAL EQUIPMENT SHALL HAVE A PERMANENTLY AFFIXED NEOPRENE PLASTIC LABEL - BLACK ON WHITE LETTER HEIGHT SHALL BE  $\frac{1}{4}$ "; ALL NAMEPLATES TO BE FASTENED WITH (2) STAINLESS STEEL SCREWS, NOT ADHESIVE

E. ALL WIRING SHALL BE COPPER WITH THIN/THIN DUAL RATED GLOOR, COLOR CODED, #12 AWG MINIMUM UNLESS NOTED OTHERWISE

#### CONDUT NOTES:

F. RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH GALVANIZED ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS, OR EXPOSED ON BUILDING EXTERIOR

G. ELECTRICAL METALLIC TUBING SHALL BE U.L. LABEL: FITTING SHALL BE GLAND RING COMPRESSION TYPE

H. CORING THROUGH FLOORS AND WALLS SHALL NOT BE DONE WITHOUT FINAL APPROVAL OF BUILDING OWNER OR OWNER REPRESENTATIVE

I. CORING SHALL NOT BE PERFORMED DURING WORKING HOURS UNLESS OTHERWISE APPROVED BY THE OWNER

#### GENERAL NOTES:

J. SUBMITTAL OF BID INDICATES CONTRACTOR IS FAMILIAR WITH ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED AS DETAILED AND OUTLINED IN THESE DRAWINGS

K. THE ELECTRICAL PORTION OF THESE DRAWINGS IS ONLY A PART OF THE OVERALL DESIGN. IT IS NECESSARY FOR THE ELECTRICIAN TO CONSIDER ALL ASPECTS OF THIS PROJECT WHEN BIDDING AND PLANNING THE WORK

L. IN THE EVENT OF A CONFLICTING DESIGN OR NOTATION, THE CONTRACTOR SHALL ASSUME THE MOST EXPENSIVE OR RESTRICTIVE METHOD UNTIL A CLARIFICATION IS MADE

M. ALL THINGS, WHICH IN THE OPINION OF THE CONTRACTOR ARE DEFICIENCIES, OMISSIONS, CONTRADICTIONS, OR AMBIGUITIES, IN THESE DESIGN DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE WORK PROCEEDS. ALL CLARIFICATIONS MUST BE RECEIVED IN WRITING IN ORDER FOR THE CONTRACTOR TO PROCEED WITH THE WORK

N. ELECTRICAL WORK SHALL INCLUDE BUT NOT LIMITED TO ALL MATERIALS AND LABOR TO COMPLETE ALL ELECTRICAL SYSTEMS INCLUDING LIGHTING, LOW VOLTAGE SYSTEMS, PANELS, POWER AND TELEPHONE DATA SERVICE, CONTROL WIRING, AND GROUNDING

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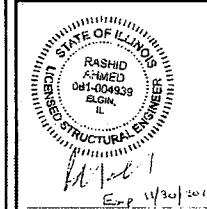
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SITE NUMBER  
CH143248  
SITE NAME

WHEATON WATER  
TANK  
SITE ADDRESS  
71 MARYWOOD TRAIL  
WHEATON, IL 60187

REV.	SUBMITTAL	APPROVED	DATE
A	PROLIM CD	AE	10/20/15
B	FINAL CD	AE	10/20/15
C			
D			
E			
F			
G			
H			
I			
J			
K			
L			
M			
N			
O			
P			
Q			
R			
S			
T			
U			
V			
W			
X			
Y			
Z			



I CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKED BY ME FOR CONSTRUCTION. I AM FAMILIAR WITH THE DRAWINGS AND THE REQUIREMENTS OF THE CONTRACT AND THE CODES AND STANDARDS APPLICABLE TO THE WORK AND THAT THE DRAWINGS CONFORM TO THE SAME. I HAVE READ AND UNDERSTOOD THE CONTRACT CONDITIONS AND THE STATEMENT OF WORK AND THAT THE DRAWINGS ARE IN ACCORDANCE WITH THE STATEMENT OF WORK.

PREPARED BY: AE  
CHECKED BY: AB  
APPROVED BY: RA

GENERAL NOTES AND  
SPECIFICATIONS

SHEET NUMBER

GN-2

Site Number: CH14324B  
Site Name: Wheaton Water Tank  
Market: CH

**Prepared By & Return To:**

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance  
Site Number: CH1432B

**MEMORANDUM OF AGREEMENT**

Site Number: CH14324B  
Site Name: Wheaton Water Tank  
Market: CH

**EXHIBIT C**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between CITY OF WHEATON, an Illinois Municipal Corporation, with an office at 303 W. Wesley Street, Wheaton, IL 60187, (hereinafter referred to as "Lessor") and T-MOBILE CENTRAL LLC, a Delaware limited liability company, with an office at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Water Tower Lease Agreement ("Agreement") on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 for the purpose of installing, operating and maintaining telecommunications facilities and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on 9/20/2020 and ending five (5) years from the Commencement Date, with three (3) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described as follows:  
THE SOUTH 150 FEET OF THE WEST 120 FEET OF LOT 2 OF WETMORE'S RESUBDIVISION OF LOT "A" OF WESTMORE'S ASSESSMENT PLAT OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WESTMORE'S RESUBDIVISION OF LOT "A" RECORDED FEBRUARY 19, 1958 AS DOCUMENT 871202, IN DUPAGE COUNTY, ILLINOIS. PIN - 5-29-200-014

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

**LESSOR: CITY OF WHEATON, an Illinois municipal corporation**

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**LESSEE: T-Mobile Central LLC, A Delaware limited liability company**

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Site Number: CH14324B  
Site Name: Wheaton Water Tank  
Market: CH

STATE OF ILLINOIS )  
                      ) ss.  
COUNTY OF DUPAGE)

On \_\_\_\_\_, before me a Notary Public, personally appeared  
\_\_\_\_\_  
personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me  
that he executed the same in his authorized capacity, and that by his signature on the instrument, the  
person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

---

Notary Public

STATE OF ILLINOIS )  
                      ) ss.  
COUNTY OF DUPAGE)

On \_\_\_\_\_, before me a Notary Public, personally appeared  
\_\_\_\_\_  
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Notary Public

