



MOLINE CITY COUNCIL AGENDA

Tuesday, March 1, 2016

6:30 p.m.

(Immediately following the Committee-of-the-Whole meeting)

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Wendt

Roll Call

Consent Agenda

All items under the consent agenda will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

COUNCIL MEMBER	PRESENT	ABSENT
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes & Appointments Made

Committee of the Whole and Council meeting minutes of February 23, 2016.

Second Reading Ordinances

1. Council Bill/Special Ordinance 4007-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute an agreement with John Rogers DBA Roy’s All Fed Up to sell food and beverages from a mobile concession stand along a portion of Ben Butterworth Parkway from April 1, 2016 through October 31, 2016.

Explanation: John Rogers DBA Roy’s All Fed Up desires a Lease and Concession Agreement for the purpose of selling food and beverages from a mobile concession stand along a portion of Ben Butterworth Parkway. The Park and Recreation Board supports the agreement and believes that this agreement will enhance services for residents and visitors utilizing the Parkway. John Rogers DBA Roy’s All Fed Up has been providing these services at this location on Ben Butterworth Parkway since 2008. Additional documentation attached.

Fiscal Impact: City of Moline will receive \$650.00 income for the period.

Public Notice/Recording: N/A

2. Council Bill/Special Ordinance 4008-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute an agreement with Action Valley Paintball, LLC to lease a portion of Green Valley Park for the purpose of operating a paintball field that is open to the public.

Explanation: Action Valley Paintball, LLC desires to Lease a portion of Green Valley Park for the purpose of operating a paintball field that is open to the public. The term of said lease shall run from April 1, 2016, through April 1, 2017. The Park and Recreation Board supports the agreement and believes that this agreement will enhance services for residents and visitors as there are currently no similar services offered in the area. Additional documentation attached.

Fiscal Impact: City of Moline will receive \$400.00 income for the lease term.

Public Notice/Recording: N/A

3. Council Bill/Special Ordinance 4009-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute the First Amendment to Water Tank Lease Agreement with USCOC of Greater Iowa, LLC, for the wireless communications equipment at and on the City’s elevated water tank site located at 1531 17th Avenue, Moline, Illinois.

Explanation: On September 2, 2003, the City of Moline (hereinafter “City”) executed a Water Tank Lease Agreement with Davenport Cellular Telephone Company, a Delaware corporation, d/b/a U.S. Cellular Corporation (hereinafter “Davenport Cellular”), for its placement of antennae facilities on City premises located at 1531 17th Avenue, Moline, Illinois. Pursuant to said Lease, the City leased certain exterior space to Davenport Cellular for the attachment of up to twelve (12) antennae for cellular telephone service at this location. USCOC of Greater Iowa, LLC, a Delaware limited liability company (hereinafter “USCOC”) is the successor in interest to Davenport Cellular. USCOC has requested to modify its equipment, and City staff is agreeable to this request. Execution of the First Amendment to Water Tank Lease Agreement by the City will allow USCOC to modify its equipment. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: Documents to be recorded by Law Department

4. Council Bill/Special Ordinance 4010-2016

A Special Ordinance declaring the City-owned real estate located under the entrance/exit ramp to the Rock Island Arsenal at River Drive and legally described herein (“Transfer Property”) as surplus; and authorizing the Mayor and City Clerk to execute documents necessary to convey Transfer Property, located in the City of Moline, Illinois, to the United States of America; and accepting the United States of America owned real estate located on a portion of Bass Street Landing and legally described herein (“Consideration Property”) in exchange for Transfer Property; and authorizing City staff to do all things necessary to complete the conveyance of the Transfer Property to the United States of America and accept the Consideration Property from the United States of America.

Explanation: The City and the United States of America (“USA”), acting by and through the Department of the Army, U.S. Army Engineer District, Louisville, have been working for many years to complete an exchange of land. The City executed an Exchange Agreement in 2003, agreeing to convey the Property to the USA. The City agreed to convey Transfer Property, legally described in Exhibit A and Exhibit B attached hereto, and commonly referred to by the USA as Tracts 205 and 206, which is primarily located adjacent to and underneath the current entrance/exit ramp to the Rock Island Arsenal at River Drive. Pursuant to the Exchange Agreement, in exchange the USA agrees to convey Consideration Property, legally described in Exhibit C and Exhibit D attached hereto, and commonly referred to by the USA as a portion of U.S. Tract No. 200 (Parcel A) and a portion of U.S. Tract No. 200 (Parcel B), respectively, which are a part of the Bass Street Landing area. Transfer Property to be conveyed by the City is no longer public right-of-way, having been previously vacated. Declaring this Transfer Property surplus, authorizing its conveyance to the USA, and accepting Consideration Property in exchange, will complete the City’s agreement.

Fiscal Impact: N/A

Public Notice/Recording: Documents to be recorded by Law Department

Resolutions

5. Council Bill/Resolution 1020-2016

A Resolution authorizing the Information Technology Manager to purchase six (6) Panasonic Arbitrator 360 HD systems from CDS Office Technologies in the amount of \$34,242.

Explanation: Panasonic Arbitrator video recording systems are used in all Police vehicles to record traffic stops and arrests. Police and IT staff worked together on replacement strategies for in-car equipment and budgeted for the replacement of the oldest video units (five model 15s) this year. A sixth Arbitrator system is needed to replace one that was damaged in a squad car accident. Staff recommends this purchase from CDS Office Technologies, which holds state contract pricing for this Panasonic equipment at a total cost of \$5,707 per unit as part of State of Illinois Master Contract CMS5848520, for a total of \$34,242. This per-unit price includes all necessary accessories and a discount on extended warranties through year five. Additional documentation attached.

Fiscal Impact: \$34,242 budgeted in account # 443-0425-417.06-40

Public Notice/Recording: N/A

6. Council Bill/Resolution 1021-2016

A Resolution authorizing the Utilities General Manager to approve Change Order #4 to the Contract with Williams Brothers Construction, Inc., in the amount of \$27,506 for the North Slope Wastewater Plant Improvements Project.

Explanation: Change Order #4 consists of eighteen individual changes to the North Slope Wastewater Plant Improvements Project construction contract documents. In general, these changes are adjustments to meet field conditions encountered during construction or enhancements to the efficiency, functionality or longevity of the completed Project. These changes are summarized in the attached documentation. Change Order #4 increases the current contract amount of \$37,752,867 to \$37,780,373.

Fiscal Impact: Funds are budgeted in account #320-1838-433.08-06

Public Notice/Recording: N/A

7. Council Bill/Resolution 1022-2016

A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Special Event Parking between the City of Moline and the Quad City Civic Center Authority for parking during special events held at the iWireless Center.

Explanation: The Quad City Civic Center Authority is an Illinois municipal corporation owning and operating the iWireless Center (the Authority and iWireless hereinafter collectively referred to as “the Arena”). The City is responsible for any operating deficits of the Arena and wishes to eliminate or reduce any such deficits and increase revenues to the Arena. The Arena seeks additional parking for its special events (concerts, sporting events, theatrical productions) in the evenings and on weekends at certain times of the year. The City owns and maintains certain parking lots (hereinafter “the Lots”) that are not otherwise leased for use during the special events and agrees to lease the Lots to the Arena for special events only during the times specified in the Agreement. The Arena will remit one-third of all net revenues (after deducted expenses) from the monies it collects for special event parking in the Lots. The lease term will be one year beginning December 21, 2015, and it will automatically renew for one year terms unless either party provides written notice of termination at least thirty days prior to the annual renewal date. Automatic renewal is also subject to the City Attorney’s authority to give written notice to the Arena of exclusion of any of the Lots from the Agreement due to anticipated construction, sale or closure. Additional documentation attached.

Fiscal Impact: Increased Revenue

Public Notice/Recording: N/A

8. Council Bill/Resolution 1023-2016

A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Shive-Hattery, Inc. for Utility, Street, and Sidewalk Design Related to the Multi-Modal Station Development.

Explanation: Water, sanitary sewer, and storm sewer improvements are necessary in 4th Avenue and 12th Street as part of the Multi-Modal Station development (MMS). This utility work in the right-of-way (ROW) is not an eligible expense for the MMS grant funds. As such, the design for the new utility installations and the associated street and sidewalk replacement must be funded locally and not with the grant funds.

Shive-Hattery, Inc. proposes to design the water, sanitary sewer, and storm sewer replacement work in 4th Avenue and 12th Street. Their design will also incorporate the changes to the streets, sidewalks, and traffic signals within the ROW which are necessary to accommodate the MMS and ensure ADA compliant access to the MMS.

Portions of the utility, street, and sidewalk work will take place in ROW under the jurisdiction of the Illinois Department of Transportation, the Iowa-Interstate Railroad and the Burlington Northern Santa Fe Railroad. Shive-Hattery Inc.’s scope of work includes coordination with all three to acquire the necessary permits and approvals to work in their ROW.

Shive-Hattery, Inc. proposes to provide the above design services for the fixed fee of \$103,000. Additional documentation attached.

Fiscal Impact: \$2,201,180 is budgeted in account #260-0775-496.04-27, TIF #11, Multi-Modal Area, for street and utility improvements associated with the MMS development.

Public Notice/Recording: N/A

Omnibus Vote

Non - Consent Agenda

First Reading Ordinances

OMNIBUS VOTE		
Council Member	Aye	Nay
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Parker		
Mayor Raes		

9. Council Bill/Special Ordinance 4011-2016

A Special Ordinance declaring the property at 2381 32nd Street, Moline, as surplus; and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 2381 32nd Street, Moline, to David Swanson d/b/a CenterPoint Construction Services.

Explanation: The City acquired the property at 2381 32nd Street as a result of abandoned building proceedings. Contractors and not-for-profit agencies expressed interest in rehabilitating and purchasing this property. The City published a request for proposals for the purchase and rehabilitation of 2381 32nd Street on January 20, 2016, and David Swanson d/b/a CenterPoint Construction Services (“CCS”) submitted the proposal most advantageous to the City. CCS has offered to purchase 2381 32nd Street for \$46,355.00 and promises to complete interior and exterior repair and restoration of the building on said property by June 30, 2016, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than September 30, 2016. Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property. This property was in arrears for the 2012, 2013 and 2014 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2015 payable in 2016 have been deemed exempt. CCS will be responsible for paying his pro-rated share of the 2016 taxes from the date of closing until December 31, 2016, and all future taxes thereafter. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: Law Department will record Quit Claim Deed

10. Council Bill/Special Ordinance 4012-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute a Lease Agreement (“Agreement”) between the City of Moline (“City”) and GTE Wireless of the Midwest Incorporated, an Indiana corporation d/b/a Verizon Wireless (“Verizon”), where said Agreement leases a portion of the space on the City’s water tower, located at 1531 17th Avenue, so that Verizon may install, maintain and operate its radio telecommunications equipment, antennas and appurtenances, or for such other specified uses in said Agreement.

Explanation: The City has a portion of the space on the water tower located at 1531 17th Avenue that is available to lease. Verizon is interested in entering into the aforementioned Agreement to lease a portion of the space on the aforementioned water tower to install, maintain and operate its radio telecommunications equipment, antennas and appurtenances, or for such other specified uses in said Agreement. The term of the Agreement will commence on April 1, 2016. The initial term for the Agreement shall be for five (5) years and shall automatically be extended for three (3) additional five (5) year terms, with one additional automatic five (5) year term if neither party has terminated the Agreement prior to the expiration of the current term. The annual rental for the first year of each Agreement shall be Fourteen Thousand Four Hundred and no/100 Dollars (\$14,400.00), and said annual rental shall increase by an amount equal to three percent (3%) of the total annual rent for the immediately preceding lease year. Additional documentation attached.

Fiscal Impact: Increased Revenue to Water Fund

Public Notice/Recording: N/A

Miscellaneous Business (if necessary)/Public Comment/Executive Session (if necessary)

Members of the Public are permitted to speak after coming to the podium and stating their name.

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Lease and Concession Agreement with John Rogers DBA Roy’s All Fed Up to sell food and beverages from a mobile concession stand along a portion of Ben Butterworth Parkway from April 1, 2016 through October 31, 2016.

WHEREAS, John Rogers DBA Roy’s All Fed Up desires a Lease and Concession Agreement for the purpose of selling food and beverages from a mobile concession stand along a portion of Ben Butterworth Parkway, as shown and more particularly described on the attached Exhibit A; and

WHEREAS, the City of Moline and the Moline Park and Recreation Board (“Parks) support having such a vendor service along the Parkway during this time period as a method of enhancing services for citizens and visitors utilizing the Parkway, and they approve of said agreement; and

WHEREAS, John Rogers DBA Roy’s All Fed Up has a positive working history with Parks in providing this service.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Lease and Concession Agreement with John Rogers DBA Roy’s All Fed Up to sell food and beverages from a mobile concession stand along a portion of Ben Butterworth Parkway from April 1, 2016 through October 31, 2016; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

Section 2 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

EXHIBIT "A"

LEASE AND CONCESSION AGREEMENT

THIS LEASE AND CONCESSION AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Moline, Illinois, a municipal corporation (hereinafter "Owner"), by and through its Park and Recreation Board of Directors, and Roy's All Fed Up, Inc., (hereinafter "Vendor") (hereinafter collectively "Parties") to lease portions of Ben Butterworth Parkway for the purpose of selling food and beverages to the public from a mobile food unit or pushcart.

WHEREAS, Owner seeks to enhance services to citizens of Moline and visitors (hereinafter "Individuals") utilizing Ben Butterworth Parkway; and

WHEREAS, Owner has determined having a means of providing food and beverages to Individuals utilizing a certain portion of Ben Butterworth Parkway would be a service enhancement; and

WHEREAS, Owner has determined having a vendor serve food and beverages from a mobile food unit or pushcart from April through October each year is the most appropriate means of providing such a service; and

WHEREAS, Owner is not in the business of nor does it have the personnel necessary to operate a food and beverage service; and

WHEREAS, Vendor is a mobile food unit or pushcart operator and has a positive working history with Owner; and

WHEREAS, Owner wishes to contract with Vendor for the sale of food and beverages to the Individuals, from a mobile food unit or pushcart, along a certain portion of Ben Butterworth Parkway subject to the terms, conditions, restrictions, limitations and reservations stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS
 - a) Premises: Portions of Ben Butterworth Parkway being more particularly described in **Exhibits "1," "1-A," and "1-B"** attached hereto and incorporated herein.
 - b) Service(s)/Operation(s): The sale of Owner approved food and beverages from a mobile food unit or pushcart by Vendor.
 - c) Vendor Property: All property provided by Vendor for the Operation including but not limited to the mobile food unit or pushcart, food and beverages.

EXHIBIT "A"

2. USE

- a) Owner shall lease the Premises to Vendor solely for the sale of Owner approved food and beverages from a mobile food unit or pushcart to the public. All food and beverages sold shall be approved by Owner. The selection of beverages and foods referenced herein and its pricing shall be determined by the Vendor. Under no circumstances shall the Premises be used for the sale of alcoholic beverages, tobacco products or the paraphernalia of either.
- b) The Vendor shall operate under the name "Roy's All Fed Up, Inc."
- c) Vendor's shall offer services seven days a week from 10:00 a.m. until 4:00 p.m. weather permitting. Vendor may offer extended serves from 4:00 p.m. until dusk at Vendor's discretion.

3. VENDOR'S RESPONSIBILITIES.

- a) The Parties agree that Vendor is an independent contractor. Vendor shall have the exclusive responsibility for the Operation without undue influence by Owner except in cases specifically referred to in this Agreement; however, at times mutually agreeable, Vendor and Owner or Owner's designee(s) shall discuss and consider the matters which may be of mutual interest in maintaining efficient and profitable operation.
- b) Vendor shall at all times devote reasonable time, attention and energies to the management and improvement of the business. Vendor acknowledges the Premises is public property and agrees that the Owner must have the right to make and enforce rules and regulations governing the Premises, which rules and regulations shall be considered covenants of this Agreement. Present rules and regulations are set forth in **Exhibit "2,"** attached hereto and incorporated by reference herein.
- c) Vendor shall be responsible for all Vendor Property associated with the Operation and shall pay all operational and maintenance costs for same.
- d) Vendor shall keep any mobile food unit or pushcart utilized in the Operation in good working order and shall permit Owner to make periodic inspections of same for the purpose of determining compliance with this requirement.
- e) Vendor agrees to provide Services to the public without discrimination other than that permitted by law. Discrimination by Vendor in the provision of Services hereunder based on race, sex, religion, age, marital status, handicap, national origin, or sexual orientation shall be deemed to be a material breach of this lease.
- f) Vendor shall comply with and at all times operate in a manner which meets all applicable Federal, State and Municipal laws, ordinances and regulations and guiding rules, including but not limited to meeting the requirements for food and beverage permits or licenses.

EXHIBIT "A"

- g) Vendor shall be responsible for all staffing, taxes, insurance, and appropriate licensing associated with and necessary for the Operation. Vendor's employees shall not be deemed employees of Owner for any purpose whatsoever and shall not be eligible to participate in any benefit program provided by the Owner for its employees. Vendor shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall not bring any cause of action alleging Owner is the employer of Vendor or any of Vendor's employees, officers or agents, and Vendor shall indemnify, defend and hold harmless Owner against all claims, losses, costs, or expenses associated with the employment of said employees by Vendor.
 - h) Vendor shall remove all Vendor Property from the Premises daily upon completion of Operations for the day.
 - i) Vendor shall be responsible for properly disposing of garbage from the Operation. Vendor shall clean the Premises no less than daily and as frequently as necessary to keep the Premises free of debris resulting from the Operation. Vendor may utilize garbage disposal receptacles on the Premise for debris disposal. Vendor shall notify Owner should the garbage receptacles need emptying.
 - j) At its own expense, Vendor shall obtain a water supply for use at the Premises, which meets the approval of the Environmental Health Specialist prior to commencing Operations.
4. RENT. Vendor shall pay lease payments to Owner as follows:
- a) \$650.00 for the duration of the lease, to be paid in two increments of \$325 each due on or before May 15th and July 15th.
 - b) Delinquent payments shall accrue interest at a rate of eight percent per annum.
 - c) Payments shall be made to the City of Moline Finance Department 1630 8th Avenue, Moline, Illinois 61265.
5. TERM AND TERMINATION
- a) The term of this Agreement shall commence on April 1, 2016 (hereinafter "Commencement Date") and shall continue through October 31, 2016. Any holding over after the expiration of the term hereof without the consent of the Owner shall be construed to be a tenancy from month to month at the rental five times the last rental rate in effect and shall otherwise be on the terms and conditions herein specified, as far as applicable.

EXHIBIT "A"

b) In addition to any other remedies provided by law or equity, in the event of any default or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. Said written notice shall describe the nature of the default, and what action, if any, is deemed necessary to cure the same. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, but in no event longer than thirty (30) days after receipt such notice unless mutually agreed to in writing by the parties, the aggrieved party may terminate this Agreement by providing final written notice to the other or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Upon termination of the Agreement by either party, Vendor must peacefully surrender the Premises to Owner; Owner must peacefully surrender Vendor's equipment to Vendor. The Premises leased herein shall include all appurtenant fixtures to said real estate, which, upon termination of this Agreement shall remain with the Premises and return to Owner.

6. HOLD HARMLESS/INDEMNIFY.

a) In consideration for permission to use the Premises and Owner's property as granted above, Vendor hereby agrees to defend, hold harmless and indemnify Owner, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Premises and Owner's property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the permission to use and/or use of the Premises and Owner's property granted herein under, unless caused or contributed to by the willful acts or omissions of Owner, its officers, directors, employees, agents or assigns, in which case Vendor shall have no duty to defend, hold harmless or indemnify.

b) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

7. VENDOR'S INSURANCE COVERAGE. Vendor shall, throughout the term of this Agreement and at Vendor's expense, carry and keep in full force and effect comprehensive general liability insurance with respect to the Premises, with a carrier and in a form satisfactory to Owner, which policy or policies shall:

a) Have limits of \$1,000,000.00 per occurrence personal injury and \$100,000.00 per occurrence property damage.

c) Name Owner as an additional insured party.

EXHIBIT "A"

- d) Contain a clause that the insurance carrier will not cancel or change the insurance without first giving the Owner thirty (30) days prior written notice in a form similar to that attached hereto as **Exhibit "3."**
- g) Contain fire and extended perils insurance covering Vendor's own property and insuring Vendor's possessions on the Premises; Owner shall have no duty to insure Vendor's possessions, the possessions of Vendor's guests, invitees or permittees, or to replace same in the event of any calamity or other disaster.
- h) Each such policy of insurance shall contain a waiver of subrogation provision.

To the extent required by law, Vendor shall further carry workers' compensation insurance. Workers' compensation and public liability insurance shall be paid by Vendor from the Operation. Certificates of all insurance coverage shall be delivered to Owner seven (7) days prior to the Commencement Date.

8. **NOTICES.** Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:
- a) Hand delivered to the party to whom the notice is addressed, or
 - b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid, and addressed to the party at the address shown below:

Owner:
Moline Park and Recreation
c/o Director
3635 4th Avenue
Moline, IL 61265

Vendor:
Roy's All Fed Up, Inc.
attn: John Rogers
2504 18th Avenue, Apt. D
Rock Island, IL 61201

Either party may change the address and individual(s) to whom the notice is to be directed by written notice sent to the other party in the manner provided above.

9. **OBSERVANCE OF LAWS AND ORDINANCES.** Vendor must, at its sole cost and expense, promptly correct any violation and comply with all laws, ordinances, notices, permits, requirements, orders, regulations and recommendations now or in the future in effect, of whatever nature, of all federal, state, county, municipal and other authorities, with respect to Vendor's conduct or use of the premises.
10. **SURRENDER OF PREMISES.** At the end or termination of the term hereby demised, Vendor covenants to surrender and deliver up the Premises hereby leased in as good a condition as they now are, or may hereafter be put, destruction by fire, reasonable use, ordinary wear and tear, and the effects of time excepted.

EXHIBIT "A"

11. ASSIGNMENT AND SUBLEASING. Vendor shall not have the right to assign this Agreement or sell, transfer or sublet any portion of the Premises herein without the express written consent of Owner, and consent of Owner shall not release or discharge Vendor from any obligations hereunder.
12. EFFECT OF PARTIAL INVALIDITY. The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
13. WAIVER. Waiver by Owner of any breach of any covenant or duty of Vendor under this Agreement is not a waiver of a breach of any other covenant or duty of Vendor, or of any subsequent breach of the same covenant or duty.
14. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the same venue.
15. TAXES. Vendor shall also be responsible for and pay all real estate taxes assessed against the lease premises if any are so assessed and shall furnish to Owner proof of payment within thirty (30) days after payment is due.
16. MISCELLANEOUS.
 - a) This Agreement and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
 - b) This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
 - c) The captions of the Agreement are used for convenience of reference only and shall have no significance in construing the text of the Agreement.

EXHIBIT "A"

IN WITNESS WHEREOF, this Lease and Concession Agreement is executed in Moline, Illinois, as of the date hereof first above written.

**CITY OF MOLINE, ILLINOIS
(OWNER)**

**ROY'S ALL FED UP, INC.
(VENDOR)**

By: _____
Scott Raes, Mayor

BY: _____
John Rogers, _____
Print Title

BY: _____
Don Welvaert, President
Parks and Recreation Board

ATTEST:

Tracy Koranda, City Clerk

DATE: _____

Approved as to Form:

City Attorney

**EXHIBIT "1"
DESCRIPTION**

A portion of Ben Butterworth Parkway described as follows: Beginning at the northeast corner of the easternmost parking lot located on RICO Parcel MO-2644-A and commencing northwest 180 feet more or less following the northern edge of said parking lot; thence north 15 feet to the southern edge of the Ben Butterworth Parkway trail; thence east 177 feet more or less following the southern edge of the Ben Butterworth Parkway trail; thence south 60 feet more or less to the point of beginning, said Premises depicted in the diagram attached hereto and incorporated herein as Exhibit "1-A."

**SEE ATTACHED DIAGRAM
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

Exhibit "1-A"



EXHIBIT "2"

RULES AND REGULATIONS

1. **Use of Name:** Vendor shall not use the name of owner, or any simulation or abbreviation thereof, as its name or as part of its name without Owner's written consent.
2. **Obstruction:** Vendor, its customers, invitees and guests shall not obstruct the public bike/walking path that runs through the Premises.
3. **Noises and Odors:** Vendor shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices that emit sound or other waves or disturbances, or create odors, any of which may be reasonably offensive to other users of the Premises or unduly disturb any wildlife in and around the Premises.
4. **Solicitation:** Vendor shall not exhibit, sell or offer to sell, use, rent or exchange any item or service from the Premises unless ordinarily embraced within Vendor's use of the Premises specified herein.
5. **Vendor Shall Not Interfere With Reserved Rights:** Vendor shall not attempt to exercise any of the rights specifically reserved by Owner or interfere in any way with the exercise of these rights by Owner.

EXHIBIT "3"

INSURANCE REQUIREMENTS

- 1) City should be listed as Additional Insured.
- 2) Certificate should evidence the addition of a special provision by which Insurer waives its right of subrogation with regard to the City of Moline.
- 3) Certificate Holder should read: City of Moline
 619 16th Street
 Moline, IL 61265
- 4) Cancellation should read: ***Should any of the above described policies be cancelled before the expiration date thereof, the issuing insured will endeavor to mail 15 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.***

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an Agreement with Action Valley Paintball, LLC to lease a portion of Green Valley Park for the purpose of operating a paintball field that is open to the public.

WHEREAS, Action Valley Paintball, LLC desires a Lease Agreement for the purpose of operating a paintball field at Green Valley Park, the location of which is as shown and more particularly described on the attached Exhibit 1-A; and

WHEREAS, the term of the Lease Agreement will be April 1, 2016 through April 1, 2017, and the lease payment will consist of an annual lease rent of \$400; and

WHEREAS, the City of Moline and the Moline Park and Recreation Board support having such a vendor service at Green Valley Park during this time period as a method of enhancing services for citizens and visitors, and they approve of said agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Lease Agreement with Action Valley Paintball, LLC; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

Section 2 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Moline, Illinois, a municipal corporation (hereinafter “Lessor”), by and through its Park and Recreation Board of Directors, and Action Valley Paintball, LLC, an Illinois limited liability company (hereinafter “Lessee”) (hereinafter collectively “Parties”) to lease portions of Green Valley Park for the purpose of operating a paintball field that is open to the public.

WHEREAS, Lessor seeks to enhance services to citizens of Moline and visitors (hereinafter “Individuals”) utilizing Green Valley Park; and

WHEREAS, Lessor has determined having a paintball field operating at Green Valley Park would be a service enhancement; and

WHEREAS, Lessor is not in the business of nor does it have the personnel necessary to operate a paintball field; and

WHEREAS, Lessor wishes to contract with Lessee for the operation of a paintball field, on a portion of Green Valley Park subject to the terms, conditions, restrictions, limitations and reservations stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS

- a) Premises: Portions of Green Valley Park being more particularly described in **Exhibit “1,”** and **Exhibit “1-A,”** attached hereto and incorporated herein.
- b) Service(s)/Operation(s): The operation of a field for individuals to play paintball and offering equipment rental for players.
- c) Lessee Property: All property will be provided by the Lessee for the Operation including, but not limited to, the temporary structures, netting, paintball equipment, and markers.

2. USE

- a) Lessor shall lease the Premises to Lessee solely for the operation of a paintball field. The pricing of all activities shall be determined by the Lessee. Under no circumstances shall the Premises be used for the sale of alcoholic beverages, tobacco products or the paraphernalia of either.
- b) The Lessee shall operate under the name “Action Valley Paintball, LLC.”
- c) Lessee shall offer services 8:00 a.m. until dusk on Saturday and 8:00 a.m. until dusk on Sunday, all weather permitting. Lessee shall offer services for group

rentals only, Monday through Friday between the hours of 3:00 pm until dusk, by prior appointment only.

- d) Lessee has installed and shall maintain 1000' of woven mesh barrier netting on the premises as approved and in accordance with all terms set by the Illinois Department of Natural Resources ("DNR"). The netting shall run 600' east to west and 400' north to south and serve as a safety barrier for the paintball field.
- e) Lessee acknowledges that the Premises contains no parking. Customers of Lessee are allowed to park in the parking lots that are located adjacently north of the leased premises. Lessee also acknowledges and is aware that Lessor also allows Moline Soccer Club to use said parking lots. Lessee shall coordinate use of said parking lots directly with Moline Soccer Club and Lessee shall not request any further parking from Lessor.
- f) Lessee understands that the leased premises are located in a flood hazard area and that flood waters from the Rock River could make the leased premises inaccessible or unusable at any time. Lessor will not refund any portion of the rent payment due to the presence of flood waters.
- g) Lessee must have all signage approved by Lessor before installation. Lessor requires that all signage coordinate with existing signage in Green Valley Park. , that the Lessee's contact information is shown on said signage, and that all signage is at the expense of the Lessee.

3. LESSEE'S RESPONSIBILITIES.

- a) The Parties agree that Lessee is an independent contractor. Lessee shall have the exclusive responsibility for the Operation without undue influence by Lessor except in cases specifically referred to in this Agreement; however, at times mutually agreeable, Lessee and Lessor or Lessor's designee(s) shall discuss and consider the matters which may be of mutual interest in maintaining efficient and profitable operation.
- b) Lessee shall at all times devote reasonable time, attention and energies to the management and improvement of the business. Lessee acknowledges the Premises is public property and agrees that the Lessor must have the right to make and enforce rules and regulations governing the Premises, which rules and regulations shall be considered covenants of this Agreement. Present rules and regulations are set forth in **Exhibit "2,"** attached hereto and incorporated by reference herein.
- c) Lessee shall be responsible for all Lessee Property associated with the Operation and shall pay all operational and maintenance costs for same.

- d) Lessee shall keep all equipment utilized in the Operation in good working order and shall permit Lessor to make periodic inspections of same for the purpose of determining compliance with this requirement.
- e) Lessee shall not discriminate when providing Services to the public. Discrimination by Lessee in the provision of Services hereunder based on race, sex, religion, age, marital status, handicap, national origin, or sexual orientation shall be deemed to be a material breach of this lease.
- f) Lessee shall be responsible for all staffing, taxes, insurance, and appropriate licensing associated with and necessary for the Operation. Lessee's employees shall not be deemed employees of Lessor for any purpose whatsoever and shall not be eligible to participate in any benefit program provided by the Lessor for its employees. Lessee shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Lessee shall not bring any cause of action alleging Lessor is the employer of Lessee or any of Lessee's employees, officers or agents, and Lessee shall indemnify, defend and hold harmless Lessor against all claims, losses, costs, or expenses, including reasonable attorneys' fees, associated with the employment of said employees by Lessee.
- g) Lessee shall remove all Lessee Property from the Premises daily upon completion of Operations for the day. However, Lessee shall be permitted to erect small wooden structures or barriers for use in the Operation, and said structures shall be permitted to remain on the property at all times during the operating season.
- h) Lessee shall comply with any and all requirements set by the Illinois DNR, including, but not limited to, those requirements set forth in Permit No. DS2014077 ("Permit"). As required by the Permit, during the operational season, Lessee shall raise the barrier netting to an elevation above the base flood elevation of 572.6 NAVD when the facility is not being used; and during the offseason the barrier netting shall be completely removed from the floodway by Lessee.
- i) Lessee shall be responsible for properly disposing of garbage from the Operation. Lessee shall clean the Premises no less than daily and as frequently as necessary to keep the Premises free of debris resulting from the Operation.
- j) At its own expense, Lessee shall obtain a water supply for use at the Premises, which meets the approval of the Environmental Health Specialist prior to commencing Operations.

4. RENT. Lessee shall pay lease payments to Lessor as follows:

- a) An annual payment of Four Hundred and no/100 Dollars (\$400.00) due on or before May 1, 2016.
- b) Delinquent payment shall accrue interest at a rate of eight percent per annum.
- c) Payment shall be made to the City of Moline Finance Department 1630 8th Avenue, Moline, Illinois 61265.

5. TERM AND TERMINATION

- a) The term of this Agreement shall commence on April 1, 2016 (hereinafter "Commencement Date") and shall continue through April 1, 2017. Any holding over after the expiration of the term hereof without the consent of the Lessor shall be construed to be a tenancy from month to month at the rental five times the last rental rate in effect and shall otherwise be on the terms and conditions herein specified, as far as applicable.
- b) In addition to any other remedies provided by law or equity, in the event of any default or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. Said written notice shall describe the nature of the default, and what action, if any, is deemed necessary to cure the same. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, but in no event longer than thirty (30) days after receipt such notice unless mutually agreed to in writing by the parties, the aggrieved party may terminate this Agreement by providing final written notice to the other or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Upon termination of the Agreement by either party, Lessee must peacefully surrender the Premises to Lessor; Lessor must peacefully surrender Lessee's equipment to Lessee. The Premises leased herein shall include all appurtenant fixtures to said real estate, which, upon termination of this Agreement shall remain with the Premises and return to Lessor.

6. HOLD HARMLESS/INDEMNIFY.

- a) In consideration for permission to use the Premises and Lessor's property as granted above, Lessee hereby agrees to defend, hold harmless and indemnify Lessor, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, including reasonable attorneys' fees, or other liability of any nature whatsoever due to personal injury, property damage (including damage to the Premises and Lessor's

property other than reasonable wear and tear), or arising from for any violation of any Illinois DNR's requirements, including, but not limited to, the requirements in Permit No. DS2014007, any of which arises directly or indirectly from or in connection with, in whole or in part, the permission to use and/or use of the Premises and Lessor's property granted hereinunder, unless caused or contributed to by the willful acts or omissions of Lessor, its officers, directors, employees, agents or assigns, in which case Lessee shall have no duty to defend, hold harmless or indemnify.

- b) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

7. LESSEE'S INSURANCE COVERAGE. Lessee shall, throughout the term of this Agreement and at Lessee's expense, carry and keep in full force and effect comprehensive general liability insurance with respect to the Premises, with a carrier and in a form satisfactory to Lessor, which policy or policies shall:

- a) Have limits of \$1,000,000.00 per occurrence personal injury and \$2,000,000.00 general liability with a \$5,000,000.00 umbrella or higher.
- b) Name Lessor as an additional insured party.
- c) Contain fire and extended perils insurance covering Lessee's own property and insuring Lessee's possessions on the Premises; Lessor shall have no duty to insure Lessee's possessions, the possessions of Lessee's guests, invitees or permittees, or to replace same in the event of any calamity or other disaster.

To the extent required by law, Lessee shall further carry workers' compensation insurance. Workers' compensation and public liability insurance shall be paid by Lessee from the Operation. Certificates of all insurance coverage shall be delivered to Lessor seven (7) days prior to the Commencement Date.

8. NOTICES. Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:

- a) Hand delivered to the party to whom the notice is addressed, or
- b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid, and addressed to the party at the address shown below:

Lessor:
Lori Wilson
Park & Recreation Director
City of Moline
3635 4th Avenue
Moline, IL 61265

Lessee:
Action Valley Paintball, LLC
Attn: Patrick J. Dickens
3200 16th Ave
Rock Island , IL 61201

Either party may change the address and individual(s) to whom the notice is to be directed by written notice sent to the other party in the manner provided above.

9. OBSERVANCE OF LAWS AND ORDINANCES. Lessee must, at its sole cost and expense, promptly correct any violation and comply with all laws, ordinances, notices, permits, requirements, orders, regulations and recommendations now or in the future in effect, of whatever nature, of all federal, state, county, municipal and other authorities, with respect to Lessee's conduct or use of the premises.
10. SURRENDER OF PREMISES. At the end or termination of the term hereby demised, Lessee covenants to surrender and deliver up the Premises hereby leased in as good as condition as they now are, or may hereafter be put, destruction by fire, reasonable use, ordinary wear and tear, and the effects of time excepted.
11. ASSIGNMENT AND SUBLEASING. Lessee shall not have the right to assign this Agreement or sell, transfer or sublet any portion of the Premises herein without the express written consent of Lessor, and shall not release or discharge Lessee from any obligations hereunder.
12. EFFECT OF PARTIAL INVALIDITY. The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
13. WAIVER. Waiver by Lessor of any breach of any covenant or duty of Lessee under this Agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.
14. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the same venue.
15. TAXES. Lessee shall also be responsible for and pay all real estate taxes assessed against the leased Premises, if any are so assessed, and shall furnish to Lessor proof of payment within thirty (30) days after payment is due.
16. MISCELLANEOUS.
 - a) This Agreement and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
 - b) This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes,

modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.

- c) The captions of the Agreement are used for convenience of reference only and shall have no significance in construing the text of the Agreement.

IN WITNESS WHEREOF, this Lease Agreement is executed in Moline, Illinois, as of the date hereof first above written.

**CITY OF MOLINE, ILLINOIS
(LESSOR)**

**ACTION VALLEY PAINTBALL, LLC
(LESSEE)**

By: _____
Scott Raes, Mayor

BY: _____
NAME, _____
Print Title

BY: _____
Don Welvaert, President
Parks and Recreation Board

ATTEST:

Tracy Koranda, City Clerk

DATE: _____

Approved as to Form:

City Attorney

Exhibit "1"



1 inch = 250 feet

EXHIBIT "1-A"
DESCRIPTION

The location of the premises will be a portion of Green Valley Park, the boundary more particularly described as follows: The Point of Beginning (P.O.B.) being 420 feet south of the NE corner of Parcel 07316-2; thence East from the P.O.B. a distance of 430 feet, thence South a distance of 390 feet, thence West a distance of 795 feet, thence North a distance of 390 feet, thence East a distance of 365 feet to the P.O.B.; said Premises depicted in the diagram attached hereto and incorporated herein as Exhibit "1."

SEE ATTACHED DIAGRAM
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT "2"

RULES AND REGULATIONS

1. **Use of Name:** Vendor shall not use the name of the Owner, or any simulation or abbreviation thereof, as its name or as part of its name without Owner's prior written consent.
2. **Noises and Odors:** Vendor shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which may be reasonably offensive to other users of the Premises or unduly disturb any wildlife in and around the Premises.
3. **Solicitation:** Vendor shall not exhibit, sell or offer to sell, use, rent or exchange any item or service from the Premises unless ordinarily embraced within Vendor's use of the Premises specified herein.
4. **Vendor Shall Not Interfere With Reserved Rights:** Vendor shall not attempt to exercise any of the rights specifically reserved by Owner or interfere in any way with the exercise of these rights by Owner.

EXHIBIT "3"

INSURANCE REQUIREMENTS

- 1) City should be listed as Additional Insured.
- 2) Certificate should evidence the addition of a special provision by which Insurer waives its right of subrogation with regard to the City of Moline.
- 2) Certificate Holder should read: City of Moline
 619 16th Street
 Moline, Illinois 61265
- 3) Cancellation should read: *Should any of the above described policies be cancelled before the expiration date thereof, the issuing Insured will endeavor to mail 15 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Instantial, Inc Four Westbrook Corporate Ctr Suite 500 Westchester IL 60154	CONTACT NAME: Lynn Powers	
	PHONE (A/C, No, Ext): (888) 571-6160	FAX (A/C, No): (630) 990-9098
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: West Bend Mutual Insurance Company		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 15-16 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		A01068900	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			A01068900	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 5401 70th Street and 6200 52nd Avenue, Moline, IL 61265

Additional Insured w/respects to General Liability: City of Moline Parks and Recreation

CERTIFICATE HOLDER City of Moline Parks and Recreation 3635 4th Avenue Moline, IL 61265	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Anthony Pulgine/LYNN 

Council Bill/Special Ordinance No. 4009-2016

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute the First Amendment to Water Tank Lease Agreement with USCOC of Greater Iowa, LLC, for the wireless communications equipment at and on the City's elevated water tank site located at 1531 17th Avenue, Moline, Illinois.

WHEREAS, on September 2, 2003, the City of Moline (hereinafter "City") executed a Water Tank Lease Agreement with Davenport Cellular Telephone Company, a Delaware corporation, d/b/a U.S. Cellular Corporation (hereinafter "Davenport Cellular"), for its placement of antennae facilities on City premises located at 1531 17th Avenue, Moline, Illinois; and

WHEREAS, pursuant to said Lease, the City leased certain exterior space to Davenport Cellular for the attachment of up to twelve (12) antennae for cellular telephone service at this location; and

WHEREAS, USCOC of Greater Iowa, LLC, a Delaware limited liability company (hereinafter "USCOC") is the successor in interest to Davenport Cellular; and

WHEREAS, USCOC has requested to modify its equipment, and City staff is agreeable to this request; and

WHEREAS, execution of the First Amendment to Water Tank Lease Agreement by the City will allow USCOC to modify its equipment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That the Mayor and City Clerk are hereby authorized to execute the First Amendment to Water Tank Lease Agreement between the City of Moline and USCOC of Greater Iowa, LLC, for the site located at 1531 17th Avenue, Moline, Illinois; provided, however, that said First Amendment to Water Tank Lease Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

Section 2 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

**FIRST AMENDMENT to
WATER TANK LEASE AGREEMENT**

This First Amendment to Water Tank Lease Agreement (“Amendment”), made this _____ day of _____, 2016, modifies that certain Water Tank Lease Agreement dated April 20, 2006 (the “Lease”) by and between The City of Moline, Moline, Illinois having an address at City Hall 619 16th Street, Moline, Illinois 61265 (“Lessor”) and USCOC of Greater Iowa, LLC, a Delaware limited liability company, as successor in interest to Davenport Cellular Telephone Company, Attention: Real Estate Lease Management, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631 (“Lessee”).

WHEREAS, pursuant to the Lease, Lessor has leased to Lessee certain attachment locations on Lessor’s Water Tower for Tenant’s cellular common carrier mobile radio station operations (the “Site”) located at 1531 17th Avenue, Moline, Rock Island County, State of Illinois; and

WHEREAS, the Lessee is looking to modify its equipment and the Lessor is agreeable to Lessee’s request.

NOW, THEREFORE, in consideration of the terms of the Lease and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lessor and Lessee agree as follows:

I. Lease Exhibit A is modified to the following extent:

The following pages in Exhibit A are hereby deleted from the Lease:

- Page A-1
- Page A-2
- Page A-3
- Page A-4

The following pages attached to this Amendment will be incorporated and made a part of the Lease:

- New Page A-1
- New Page A-2
- Page A-5
- Page C-1
- Page C-2
- Page C-3
- Page N-1

II. Except as amended herein, all other terms of the Lease remain unchanged and in full force and effect.

Site Name: I74 Moline WT

Site Number: 276358

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment as of the last signature date below.

LESSOR:
The City of Moline

By: _____
Scott Raes, Mayor of the City of Moline

Attest: _____ (seal)
Tracy A. Koranda, City Clerk

Date: _____

Approved as to Form:

Maureen E. Riggs, City Attorney

LESSEE:
USCOC of Greater Iowa, LLC

By: _____
Narothum Saxena

Printed: Narothum Saxena

Title: Vice President

Date: 2/8/16

Site Name: I74 Moline WT

Site Number: 276358

STATE OF ILLINOIS)
)
COUNTY OF ROCK ISLAND)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes, Mayor, and Tracy A. Koranda, City Clerk, to me known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Moline, that said instrument was signed on behalf of said City of Moline, an Illinois municipal corporation, by authority of its Articles of Organization; and that the said Scott Raes, as Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

Given under my hand and seal this ____ day of _____, 20__.

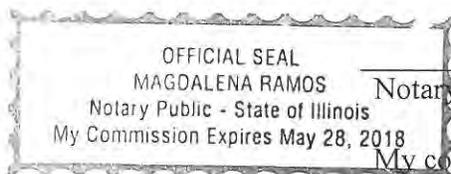
Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Narothum Saxena**, Vice President for USCOC of Greater Iowa, LLC, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Water Tank Lease Agreement appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 8 day of February, 2016



M Ramos

Notary Public

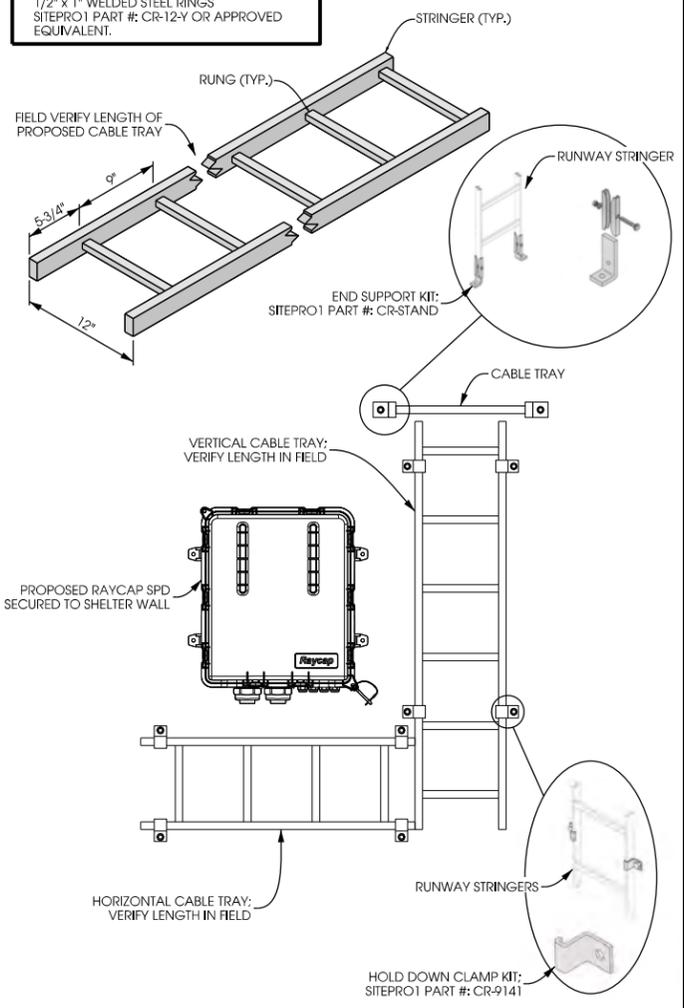
My commission expires 5.28.18

INTERIOR SHELTER LAYOUT
174 MOLINE WT (276358)
MOLINE, ILLINOIS

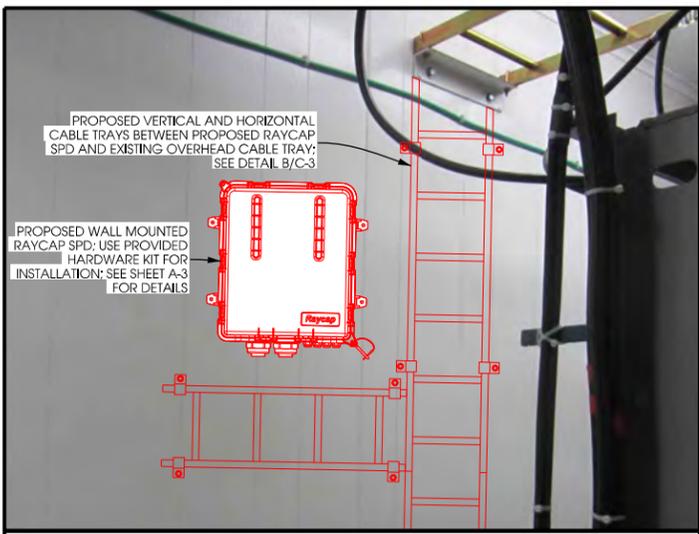
SHEET TITLE:

ISSUE DATE:	INI:
PRELIM DWGS - 09/22/2015	TAS
FINAL DWGS - 01/05/2016	MRM
REVISIONS:	
CHECKED BY:	MRM
PLOT DATE:	1/5/2016
PROJECT #:	13111
FILE NAME:	C-3.dgn
SHEET NUMBER:	

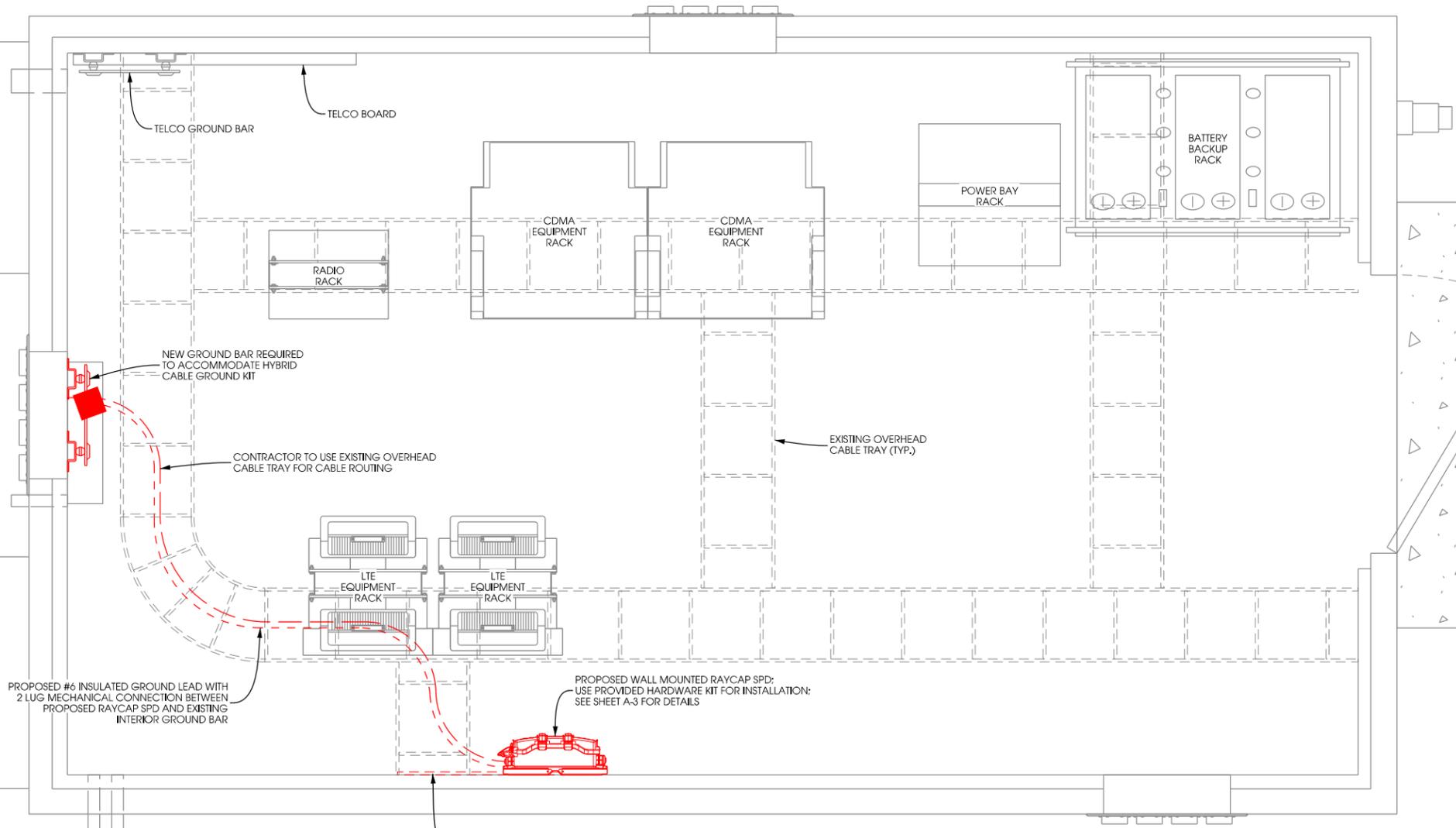
NOTE:
 3/8" x 1-1/2" TUBULAR STEEL STRINGER
 1/2" x 1" WELDED STEEL RINGS
 SITEPRO1 PART #: CR-12-Y OR APPROVED EQUIVALENT.



B CABLE TRAY DETAIL [TYP.]
 SCALE: NTS



C LOCATION OF PROPOSED RAYCAP SPD



NOTE:
 CONTRACTOR TO VERTICALLY SPACE PROPOSED RAYCAP SPD UNITS AS TO ALLOW FOR FUTURE EXPANSION OF (3) UNITS

A INTERIOR SHELTER LAYOUT
 SCALE: 11" x 17" - 1/2" = 1'-0"
 22" x 34" - 1" = 1'-0"

\\edp0202\active_projects\131100\13111\CAD\Plot\LTE_Capacity_Drawing\C3.dgn

ANTENNA & COAXIAL/HYBRID CABLE INSTALLATION

I. SCOPE:

THIS SECTION COVERS THE SPECIFICATIONS FOR ANTENNA AND COAXIAL/HYBRID CABLE INSTALLATION. THE AREAS OF FOCUS ARE THE INSTALLATION OF: ANTENNAS, COAXIAL/HYBRID CONNECTIONS, AND ICE BRIDGE. BEND ON TOWER GROUND BAR; AND ON BUILDING GROUND BAR BEFORE ENTRY INTO WAVEGUIDE PORTS. 4" CABLE BOOTS

II. ANTENNAS:

A: ANTENNAS SHALL BE PLUMB AND INSTALLED SO THAT ENTIRE WHIP EXTENDS ABOVE VERTICAL PIPE MOUNT. DIRECTIONAL ANTENNAS SHALL BE ORIENTED TO PROPER AZIMUTH, PROVIDED ON THE RF SPECIFICATION SHEET. NOTE: THE ANTENNA MAY BE ORIENTED USING THE REFLECTOR AS THE REFERENCE, ADJUSTING ITS AZIMUTH 180 DEGREES FROM MAXIMUM ANTENNA RADIATION.

B: MICROWAVE ANTENNAS (DISHS) SHALL BE ASSEMBLED PER MANUFACTURER'S DRAWINGS. STIFF ARMS AND RADOMES SHALL BE INSTALLED WITH POLARIZATION PROVIDED BY RF SPECIFICATION SHEET. IF PATH IS NOT READY TO ALIGN, DISH SHOULD BE POINTED TOWARD CALCULATED AZIMUTH, OR DIRECTION OF FIELD STAKE DENOTING OPPOSITE END. TWO STIFF ARMS SHALL BE PROVIDED FOR MICROWAVE DISHS 6'-0" IN DIAMETER AND GREATER.

C: A TRANSIT SHALL BE USED TO PROPERLY ALIGN CELLULAR AND MICROWAVE ANTENNAS.

III. HYBRID/COAXIAL/HYBRID CABLE:

A: COAXIAL/HYBRID CABLE SHALL BE SUPPORTED WITH SNAP IN HANGERS. SNAP IN HANGERS SHOULD BE USED EVERY 3 FEET THE ENTIRE HEIGHT OF TOWER. ANGLE ADAPTERS OR ROUND MEMBER ADAPTERS WITH BUTTERFLY CLAMPS SHALL BE USED ELSEWHERE, I.E. SIDEARMS, PLATFORMS, AND MICROWAVE MOUNTS.

B: COAXIAL/HYBRID CABLE SHALL ALSO BE SUPPORTED WITH HOISTING GRIPS, INSTALLED AT MAXIMUM INTERVALS OF 200 FEET. HOISTING GRIPS SHALL BE ATTACHED WITH SHACKLES, BOLTED IN THE 7/16" HOLE OF WAVEGUIDE LADDER.

C: ALL JUMPERS USED BETWEEN COAXIAL/HYBRID CABLE AND ANTENNA SHALL BE SUPPORTED WITHIN 18 INCHES OF ANTENNA, USING BUTTERFLY CLAMPS WITH ANGLE ADAPTERS OR ROUND MEMBER ADAPTERS AROUND PIPES. CELLULAR ANTENNAS TYPICALLY USE 6' JUMPERS; MICROWAVE DISHS USE 3' JUMPERS.

D: COAXIAL/HYBRID CABLE SHALL BE NEATLY BENT WHEN REQUIRED, USING A MINIMUM BENDING RADIUS OF 10 TIMES THE DIAMETER OF THE COAXIAL/HYBRID CABLE. DRIP LOOPS SHOULD BEGIN AT THE ICE BRIDGE. THE BEND IN THE COAXIAL/HYBRID CABLE SHOULD BE AT A LOWER HEIGHT THAN THE ENTRY PORT.

E: COAXIAL/HYBRID CABLE SHALL BE SUPPORTED WITH SNAP IN HANGERS ON THE WAVEGUIDE LADDER UNDER ICE BRIDGE. COAXIAL/HYBRID CABLE SHOULD BE NEATLY CUT 16" INSIDE BUILDING AND TERMINATED AT THE QUARTER WAVE SHORTS.

F: CONNECTORS WILL NORMALLY BE PROVIDED FIRST OFF REEL FROM FACTORY. CONNECTORS TERMINATED IN BUILDING SHALL BE NEATLY INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

G: OPENINGS #1, #2, AND #3 SHOULD BE USED FOR THE X SECTOR; OPENINGS #5, #6, AND #7 SHOULD BE USED FOR THE Y SECTOR; OPENINGS #9, #10, AND #11 SHOULD BE USED FOR THE Z SECTOR. OPENINGS #4, #8, AND #12 SHOULD BE RESERVED FOR MICROWAVE WAVEGUIDE.

H: COAXIAL/HYBRID CABLES SHOULD BE LABELED WITH TAGS INSIDE THE BUILDING.

SECTOR INDICATOR - PRIMARY COLORS
USE 2" WIDE COLORED TAPE TO INDICATE SECTORS
X SECTOR FOR SECTORED SITE: BROWN
Y SECTOR FOR SECTORED SITE: VIOLET
Z SECTOR FOR SECTORED SITE: ORANGE
FUNCTION INDICATOR - SECONDARY COLORS
USE 1" WIDE COLORED TAPE TO INDICATE FUNCTION
RX1: YELLOW RX2: GREEN TX1: RED TX2: WHITE TX3: BLUE

I: ALL EXCEPTIONS NEED TO BE VERIFIED WITH THE PROJECT MANAGER.

IV. CONNECTORS:

A: ALL CONNECTIONS, AND GROUNDING KITS SHALL BE WEATHER PROOFED USING COLD SHRINK OR ANDREW APPROVED WEATHER STRIPPING. NOTE: NO PORTION OF CONNECTOR SHALL BE EXPOSED TO THE ELEMENTS.

B: COAXIAL/HYBRID CABLE SHALL BE GROUNDED USING GROUNDING KITS AT THE TOP, BELOW THE BEND; BOTTOM, ABOVE THE SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

C: GROUNDING KITS SHALL BE NEATLY INSTALLED SO THAT THE JUMPER RUNS IN THE SAME DIRECTION AS THE COAXIAL/HYBRID AND GROUND BAR. JUMPER WIRE SHOULD RUN IN A DIRECT PATH TO THE GROUND BAR/TOWER LADDER, BUT HAVE ADEQUATE SLACK FOR EXPANSION, CONTRACTION, AND REPAIR. NON-OXID GREASE SHOULD BE APPLIED BETWEEN LUG AND BAR/TOWER.

D: TOWER GROUND BAR SHALL BE INSTALLED ON THE ANGLE BEHIND THE FIRST DIAGONAL WAVEGUIDE LADDER RUNG, ABOVE 8'6".

V. ICE BRIDGE:

A: ICE BRIDGE SHALL BE ATTACHED AT ONE END WITH BOLTS, TO THE ANGLE ON THE BUILDING, ABOVE THE WAVEGUIDE PORTS. SINCE THE ANGLE (28") IS TYPICALLY WIDER THAN THE ICE BRIDGE (24"), THE BRIDGE SHOULD BE CENTERED SO THAT IT COVERS THE WAVEGUIDE PORT ENTRY WHICH IS 24" WIDE. THE OPPOSITE END OF BRIDGE SHOULD BE 6" FROM TOWER FACE. IF FIELD CUT, IT SHOULD BE FILED SMOOTH AND COLD GALVANIZED.

B: IF BRIDGE IS SUPPORTED BY VERTICAL PIPES, THEY SHOULD BE CUT EVENLY AND CAPPED, APPROXIMATELY 18" ABOVE ICE BRIDGE.

C: 2 TIER WAVEGUIDE LADDER SHALL BE INSTALLED UNDER ICE BRIDGE PROPERLY SUPPORTED PER TOWER MANUFACTURER'S DRAWINGS.

ANTENNA INSTALLATION NOTES

GROUNDING SYSTEM NOTES

I. SCOPE:

THIS SECTION COVERS THE SPECIFICATIONS FOR CELL SITE GROUNDING. THE AREAS OF FOCUS ARE: TOWER, BUILDING, AND INSTALLATION METHODS.

2. GENERAL:

2.1 ALL GROUND RODS SHALL BE 5/8" COPPER CLAD STEEL 10 FT. LONG. GROUND RODS SHALL BE EQUALLY SPACED AT 10 FT. INTERVALS. REFER TO SITE GROUNDING PLAN FOR DETAILS AND PLACEMENT WITH GROUNDING.

2.2 GROUNDING A SYSTEM SHALL BE MEGGAR TESTED TO ASSURE SATISFYING 5 OHMS OR LESS RESISTANCE.

2.3 ALL CADWELD CONNECTIONS TO GALVANIZED MATERIAL SHALL BE PROPERLY PREPARED TO ASSURE A SATISFACTORY CADWELD. THE CADWELD CONNECTION SHALL BE COATED WITH A COLD GALVANIZING SPRAY.

2.4 CONTRACTOR SHALL PROVIDE PHOTO DOCUMENTATION OF THE GROUND SYSTEM BY PROVIDING A CD TO US CELLULAR. REQUIRED PHOTOS SHALL INCLUDE:
• ALL BUSS BARS AND COAX GROUND CONNECTIONS.
• TOWER COUNTERPOISE.
• BUILDING COUNTERPOISE.
• CONNECTIONS TO POWER, TELCO, A.C., FENCING AND ICE BRIDGE.
• CONNECTIONS TO POWER, TELCO, A.C., FENCING AND ICE BRIDGE.

2.5 CONTRACTOR SHALL PROVIDE AS-BUILT PLANS SHOWING LOCATION AND DIMENSIONS OF BELOW GRADE GROUNDING FEATURES.

3. INSTALLATION:

3.1 ALL EXTERIOR ABOVE AND BELOW GROUND CONNECTIONS SHALL BE CADWELD. NO ALUMINUM CONNECTORS SHALL BE USED UNLESS SPECIFIED OTHERWISE ON PLANS.

3.2 NO RIGHT-ANGLE CADWELD CONNECTION (OTHER THAN GROUND RODS TO GROUND RING CONNECTION) SHALL BE USED. ALL WIRE-TO-WIRE CONNECTIONS SHALL UTILIZE "Y-TYPE" CONNECTIONS.

3.3 ALL VERTICAL JUMPERS SHALL NOT BE WELDED WITHIN TWO (2) FT. OF THE GROUND ROD.

3.4 KOPR SHIELD REQUIRED FOR ALL MECHANICAL CONNECTIONS.

3.5 ALL CADWELDS FINISHED WITH COLD GALVANIZED SHIELD.

4. TOWER:

4.1 A #2 SOLID BARE COPPER WIRE SHALL BE BURIED A MINIMUM FOUR (4) FT. UNDERGROUND AND ENIRCLE TOWER FOUNDATION TWO (2) FT. FROM THE FOUNDATION. THIS GROUNDING SYSTEM SHALL BE CONNECTED TO THE BUILDING GROUND RING IN TWO (2) PLACES USING CADWELD CONNECTIONS. SUCH CONNECTIONS SHALL BE "Y-TYPE" CADWELD CONNECTIONS.

4.2 THREE (3) #2 SOLID BARE COPPER WIRES SHALL BE RUN FROM THE TOWER GROUND RING TO THE TOWER. THESE WIRES SHALL BE CONNECTED TO THE TOWER USING A CADWELD CONNECTION. NO SHARP BENDS SHALL BE PLACED IN THESE GROUND LEADS.

4.3 GROUND SYSTEM SHALL INCLUDE THE INSTALLATION OF AN ISOLATED LIGHTNING ROD AT THE TOP OF THE TOWER ABOVE THE HIGHEST ANTENNA. A #2 INSULATED COPPER WIRE SHALL BE CONNECTED TO THE TOWER LIGHTNING ROD USING AN APPROVED MECHANICAL CONNECTOR, OR CADWELDED, TO TOWER STEEL.

5. BUILDING:

5.1 A #2 SOLID BARE COPPER WIRE SHALL BE BURIED A MINIMUM OF FOUR (4) FT. UNDERGROUND AND ENIRCLE BUILDING FOUNDATION TWO (2) FEET FROM THE FOUNDATION. GROUND RING CORNERS SHALL BE INSTALLED WITH A MINIMUM TWO FOOT RADIUS (NO SHARP RIGHT ANGLE BENDS).

5.2 A #2 SOLID BARE COPPER WIRE SHALL BE INSTALLED FROM THE BUILDING GROUND RING AND CONNECTED TO THE COPPER BUS BAR LOCATED ON THE OUTSIDE OF BUILDING UNDER THE WAVEGUIDE PORT WITH A MINIMUM NINE (9) INCHES RADIUS. A "Y-TYPE" OR "PARALLEL-TYPE" CADWELD CONNECTION SHALL BE USED FOR ALL CONNECTIONS TO THE GROUND RING.

5.3 ONE (1) ADDITIONAL #2 SOLID BARE GROUND WIRE LEAD SHALL BE INSTALLED DIRECTLY BELOW THE ELECTRICAL SERVICE ENTRANCE PORT (GROUND LUG ON THE MAIN DISCONNECT INSIDE THE BUILDING). THIS WIRE SHALL BE CONNECTED TO THE BUILDING GROUND RING USING "Y-TYPE" CADWELD CONNECTION.

5.4 ONE (1) ADDITIONAL #2 SOLID BARE COPPER GROUND WIRE LEAD SHALL BE INSTALLED DIRECTLY BELOW EACH HVAC UNIT.

6. FENCING:

6.1 A #2 SOLID BARE COPPER GROUND WIRE SHALL BE INSTALLED FROM THE FENCE CORNER POSTS TO THE GROUND RING AND SHALL BE BURIED A MINIMUM FOUR (4) FT. UNDERGROUND. THESE RUNS SHALL INCLUDE GROUND RODS EQUALLY SPACED AT 10 FT. INTERVALS. THESE RUNS SHALL BE BROUGHT ABOVE GROUND LEVEL AND SUPPORTED ABOVE GROUND WITH TEMPORARY POSTS UNTIL PERMANENT FENCING IS INSTALLED. GROUND WIRE SHALL BE CONNECTED TO THE FENCE POSTS USING CADWELD TYPE CONNECTIONS.

7. EXISTING GROUND SYSTEMS:

7.1 CONTRACTOR SHALL PROVIDE CONNECTIONS TO ALL EXISTING GROUND SYSTEMS AT THE SITE (SCADA, TELEMETRY, ETC.).

8. COMPLIANCE:

8.1 ELECTRICAL CODE COMPLIANCE

COMPLY WITH APPLICABLE LOCAL ELECTRICAL CODES REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION, AND NEC AS APPLICABLE TO ELECTRICAL GROUNDING AND BONDING, PERTAINING TO SYSTEMS, CIRCUITS AND EQUIPMENT.

8.2 UL COMPLIANCE

COMPLY WITH APPLICABLE REQUIREMENTS OF UL467, 486A AND 869 PERTAINING TO GROUNDING AND BONDING OF SYSTEMS, CIRCUITS AND EQUIPMENT. USE GROUNDING AND BONDING PRODUCTS WHICH ARE UL-LISTED AND LABELED FOR THEIR INTENDED USAGE.

8.3 IEEE COMPLIANCE

COMPLY WITH APPLICABLE REQUIREMENTS OF RECOMMENDED INSTALLATION PRACTICES OF IEEE STANDARDS 80, 81, 141 AND 142 PERTAINING TO GROUNDING AND BONDING OF SYSTEMS, CIRCUITS AND EQUIPMENT.

GROUNDING NOTES

MASTER GROUND BAR NOTES:

THE MASTER GROUND BAR (MGB) IS THE EXTENSION OF THE BUILDING GROUNDING SYSTEM AND SERVES AS THE MAIN POINT OF BONDING WITHIN THE FACILITY. THE MGB WILL BE THE COMMON GROUND POINT WHERE ALL GROUND POINTS FOR THE FACILITY WILL CONNECT.

THE MGB SHOULD BE LOCATED SO THAT THE BONDING CONDUCTOR IS AS SHORT AND STRAIGHT AS POSSIBLE TO THE FACILITY GROUND RING.

THE MGB WILL BE LOCATED NEAREST THE PRIMARY GROUND WHILE MAINTAINING HEIGHT AND DISTANCE CLEARANCES REQUIRED BY APPLICABLE ELECTRICAL CODES.

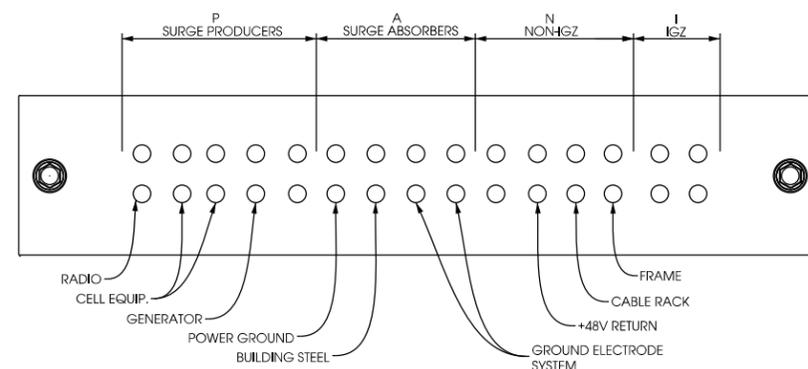
THE MGB WILL BE PREDRILLED COPPER ELECTRO TIN-PLATED BUS BAR WITH STANDARD NEMA BOLT SIZING AND SPACING WITH MINIMUM DIMENSIONS OF 1/4" THICK BY 4" WIDE AND 24" IN LENGTH. THE LENGTH MAY BE LONGER TO MEET FUTURE GROWTH PROJECTIONS.

THE MGB WILL BE INSULATED FROM ITS SUPPORT WITH MINIMUM 2" SEPARATION REQUIREMENT ON ISOLATED STANDOFFS.

THE MGB WILL BE PERMANENTLY AND APPROPRIATELY LABELED AND IDENTIFIED WITH THE "P", "A", "N" AND "I" SECTION OF THE MGB CLEARLY AND PERMANENTLY IDENTIFIED.

P = PRODUCERS, A = ABSORBERS, N = NON-PRODUCERS, I = ISOLATED (SWITCH, DCS)

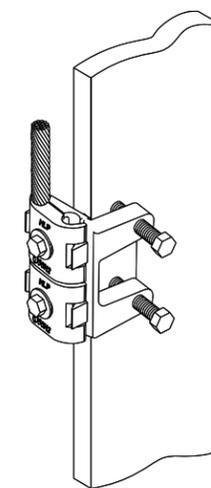
ALL CONNECTIONS MADE TO MGB WILL BE STANDARD 2-HOLE LUG.



GROUNDING NOTES

NOTES:

- USE 2-HOLE CONNECTOR W/
- HARGER UPCXL UNIVERSAL PIPE CLAMPS FOR ROUND MEMBERS
OR
- HARGER #223T HEAVY DUTY TINNED FLANGE BONDING PLATE
- USE EXTERNAL ANTI-OXIDATION COMPOUND.
- PAINT WITH COLD GALV. COMPOUND AFTER BONDING.



A HARGER 2-HOLE CONNECTOR
SCALE: NTS

SHEET TITLE:

ISSUE DATE:	INI:
PRELIM DWGS - 09/22/2015	TAS
FINAL DWGS - 01/05/2016	MRM

REVISIONS:

CHECKED BY:	MRM
PLOT DATE:	1/5/2016
PROJECT #:	13111
FILE NAME:	N-1.dgn

SHEET NUMBER:

Council Bill/Special Ordinance No. 4010-2016

Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the City-owned real estate located under the entrance/exit ramp to the Rock Island Arsenal at River Drive and legally described herein (“Transfer Property”) as surplus; and

AUTHORIZING the Mayor and City Clerk to execute documents necessary to convey Transfer Property, located in the City of Moline, Illinois, to the United States of America; and

ACCEPTING the United States of America owned real estate located on a portion of Bass Street Landing and legally described herein (“Consideration Property”) in exchange for Transfer Property; and

AUTHORIZING City staff to do all things necessary to complete the conveyance of the Transfer Property to the United States of America and accept the Consideration Property from the United States of America.

WHEREAS, the City and the United States of America (“USA”), acting by and through the Department of the Army, U.S. Army Engineer District, Louisville, have been working for many years to complete an exchange of land; and

WHEREAS, the City executed an Exchange Agreement in 2003, agreeing to convey the Property to the USA; and

WHEREAS, the City agreed to convey Transfer Property, legally described in Exhibit A and Exhibit B attached hereto, and commonly referred to by the USA as Tracts 205 and 206, which is primarily located adjacent to and underneath the current entrance/exit ramp to the Rock Island Arsenal at River Drive; and

WHEREAS, pursuant to the Exchange Agreement, in exchange the USA agrees to convey Consideration Property, legally described in Exhibit C and Exhibit D attached hereto, and commonly referred to by the USA as a portion of U.S. Tract No. 200 (Parcel A) and a portion of U.S. Tract No. 200 (Parcel B), respectively, which are a part of the Bass Street Landing area; and

WHEREAS, Transfer Property to be conveyed by the City is no longer public right-of-way, having been previously vacated; and

WHEREAS, declaring this Transfer Property surplus, authorizing its conveyance to the USA, and accepting Consideration Property in exchange, will complete the City’s agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That the City-owned real estate located under the entrance/exit ramp to the Rock Island Arsenal at River Drive and legally described in Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference, located in the City of Moline, (“Transfer Property”), is declared surplus.

Section 2 – That the Mayor and City Clerk are hereby authorized to execute documents necessary to convey Transfer Property to the United States of America, as approved as to form by the City Attorney.

Section 3 – That the City accepts the conveyance from the United States of America of real estate located on a portion of Bass Street Landing area and legally described in Exhibit C and Exhibit D, attached hereto and incorporated herein by this reference, (“Consideration Property”) in exchange for the Transfer Property.

Section 4 – That City staff is hereby authorized to do all things necessary to complete the conveyance of the Transfer Property to the United States of America and accept the Consideration Property from the United States of America.

Section 5 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney



WARRANTY DEED

THIS WARRANTY DEED, made and entered into by and between the **CITY OF MOLINE**, Illinois, a municipal corporation, created and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, hereinafter “GRANTOR”, party of the first part, whose official address is 619 16th Street, Moline, Illinois, and the UNITED STATES OF AMERICA, and its assigns, party of the second part, hereinafter “GRANTEE”, C/O Commander and District Engineer, United States Army Corps of Engineers, Louisville District, ATTN: CELRL-RE-M, P.O. Box 59 Louisville, Kentucky 40201-0059.

WITNESSETH: That GRANTOR conveys and warrants to GRANTEE, its successors and assigns, with general warranty covenants of title, all right, title, and interest in and to two (2) parcels of real property known as Tracts 205 and 206, totaling approximately .061 acres, in fee, together with improvements thereon, as described in Exhibit “A” and Exhibit “B” respectively, located in Moline, Rock Island County, Illinois, hereinafter “TRANSFER PROPERTY”.

TO HAVE AND TO HOLD the said premises, unto the said GRANTEE, its successors and assigns, forever, subject to the covenants and conditions herein set forth.

The consideration for this conveyance, the receipt of which is hereby acknowledged, is the conveyance by the GRANTEE herein to the GRANTOR herein all right, title, and interest in and to two (2) parcels of real property totaling approximately .524 acres in fee, together with facilities and improvements thereon, being further described in Exhibit “C” and Exhibit “D”, respectively, located at Rock Island Arsenal, Illinois hereinafter “CONSIDERATION PROPERTY”. As further consideration, GRANTOR has, at its expense, demolished the existing ramp located on the CONSIDERATION PROPERTY. Additionally, GRANTOR has constructed an entrance/exit ramp on the TRANSFER PROPERTY, to include a stoplight at the bottom of the new ramp.

Together for the same consideration, with all right, title and interest of the GRANTOR in the banks, beds, and waters of any streams bordering the TRANSFER PROPERTY hereinabove described, any alleys, roadways, streets, ways, strips, gores or railroad rights of way abutting or adjoining said land and in any means of ingress and egress appurtenant thereto.

Said TRANSFER PROPERTY is conveyed subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

The acquiring federal agency is the Department of the Army, Corps of Engineers, Louisville District, Post Office Box 59, Louisville, Kentucky 40201-0059.

The undersigned persons executing this deed on behalf of the party of the first part represent and certify that they are duly elected officers of the party of the first part and have been fully empowered, that the first party has full corporate capacity to convey the real estate described herein, and that all necessary corporate action for the making of such conveyance has been taken and done.

The first party certifies that no Illinois Gross Income Tax is due with respect to this transaction.

TO HAVE AND TO HOLD unto the GRANTEE and its assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused its Corporate Name to be hereunto subscribed by its Mayor and duly attested Corporate Seal to be hereunto affixed by its City Clerk all in the CITY OF MOLINE this _____ day of _____, A. D., 2016.

(Seal)
Printed Name: Scott Raes
Mayor of the City of Moline

Attest:

(Seal)
Printed Name: Tracy A. Koranda
City Clerk

STATE OF ILLINOIS)
)
COUNTY OF ROCK ISLAND) SS:

On this _____ day _____, A.D. 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes, Mayor, and Tracy A. Koranda, City Clerk, to me personally known, who being by me duly sworn, did say that he/she/they is/are the Mayor and City Clerk of the City of Moline, that said instrument was signed on behalf of said City of Moline, an Illinois Municipal Corporation, by authority of its Articles of Organization; and that the said Scott Raes as such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him/her/they voluntarily executed.

Notary Public
CITY OF MOLINE, ILLINOIS

Drafted by and after recording please return to:

Lisa M. Taylor, Attorney-at-Law
United States Army Corps of Engineers
Louisville District
ATTN: CELRL-OC
P.O. Box 59
Louisville, KY 40201-0059
(502)315-6644

EXHIBIT A

TRACT NO: 205

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION

Situate in the State of Illinois, County of Rock Island, City of Moline, lying in part of Lot 4 of Block 9 of the Old Town, an addition to the City of Moline, and more particularly described with bearings being referenced to a Right of Way Plat of Survey, dated 18 June 2001, certified by Chad E. Johnson, PLS No. 35-3370, as follows:

Beginning at a point being an iron pin (Cap No. 35-3125) at the southwest corner of said Lot 4, being common to U.S. Tract No. 200 lands (as described as Parcel No. 0003A in Document No. 878814 in the records of Rock Island County); thence with said west line of Lot 4 and said east line of U.S. Tract No. 200

North 27 degrees 06 minutes 36 seconds West 79.28 feet to a point; thence crossing Lot 4 with said east line of U.S. Tract No. 200

North 18 degrees 26 minutes 10 seconds East 12.65 feet to a point; thence leaving said east line and continuing to cross Lot 4

South 45 degrees 12 minutes 50 seconds East 57.39 feet to a point; thence with the arc of a curve to the left, having a radius of 67.58 feet and a chord of South 63 degrees 24 minutes 50 seconds East 42.22 feet

Southeasterly 42.93 feet to a point at the north right-of-way line of 3rd Avenue; thence with said north right-of-way line

South 63 degrees 22 minutes 06 seconds West 51.85 feet, more or less, to the Point of Beginning, containing 2,171 square feet (0.050 of an acre), more or less.

15-Feb-2002, B.L.B.

TRACT NO: 205
OWNER: CITY OF MOLINE

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION (cont'd)

It being the intent of the foregoing description to include part of the same lands as that described in a Warranty Deed from Warren Johnson, a/k/a Warren H. Johnson, and Dolores Rae Johnson, individually and as husband and wife, to the City of Moline, dated 28 October 1993, recorded as Document No. 93-26221, in the records of Rock Island County, Moline, Illinois.

15-Feb-2002, B.L.B.

EXHIBIT B

TRACT NO: 206

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION

Situate in the State of Illinois, County of Rock Island, City of Moline, west of lying in part of Lot 4 of Block 9 of the Old Town, an addition to the City of Moline, being part of 16th Street (formerly known as terminated U.S. Tract 200E-4), and more particularly described with bearings being referenced to a Right of Way Plat of Survey, dated 18 June 2001, certified by Chad E. Johnson, PLS No. 35-3370, as follows:

Commencing at an iron pin (Cap No. 35-3370) at the northwest corner of said Lot 4, being common to U.S. Tract No. 200 lands as described as Parcel No. 0007BPE in Document No. 878814 in the records of Rock Island County; thence with the west line of Lot 4

South 27 degrees 06 minutes 36 seconds East 20.00 feet to an iron pin (Cap No. 35-3370); thence leaving Lot 4 and crossing 16th street with the east line of U.S. Tract No. 200

North 74 degrees 23 minutes 32 seconds West 9.47 feet to the Point of Beginning of the lands described herein; thence continuing with said east line of U.S. Tract No. 200 for the next three calls

North 74 degrees 23 minutes 32 seconds West 27.35 feet to a point; thence

North 41 degrees 07 minutes 10 seconds West 27.09 feet to a point; thence

North 63 degrees 41 minutes 29 seconds East 12.05 feet to a point; thence leaving the east line of U.S. Tract No. 200 and continuing to crossing 16th street

South 45 degrees 12 minutes 50 seconds East 46.99 feet, more or less, to the Point of Beginning, containing 471 square feet (0.011 of an acre), more or less.

15-Feb-2002, B.L.B.

TRACT NO: 206
OWNER: CITY OF MOLINE

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION (cont'd)

It being the intent of the foregoing description to include part of the same lands as that depicted on a plat of the Old Town, an addition to the City of Moline and designated as Lynde Street, now Sixteenth (16th) Street, in the records of Rock Island County, Moline, Illinois.

15-Feb-2002, B.L.B.

EXHIBIT C

PORTION OF
TRACT NO. 200
(PARCEL A)

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION

Situate in the State of Illinois, County of Rock Island, City of Moline, lying in part of Lot 4 of Block 9 of the Old Town, an addition to the City of Moline, being a portion of U.S. Tract No. 200, and more particularly described with bearings being referenced to a Right of Way Plat of Survey, dated 18 June 2001, certified by Chad E. Johnson, PLS No. 35-3370, as follows:

Commencing at an iron pin (Cap No. 35-3370) at the northwest corner of said Lot 4 of Block 9, being common to former U.S. Tract No. 200E-4 lands as described as Parcel 0006CTE in Document No. 878814 in the records of Rock Island County; thence with the west line of Lot 4

South 27 degrees 06 minutes 36 seconds East 20.00 feet to an iron pin (Cap No. 35-3370), being the Point of Beginning of the lands described herein and on the east line of U.S. Tract No. 200; thence with said east line

South 74 degrees 29 minutes 04 seconds East 36.68 feet to an iron pin (Cap No. 35-3370); thence continuing with said east line

South 18 degrees 26 minutes 10 seconds West 25.16 feet to a point; thence crossing U.S. Tract No. 200

North 45 degrees 12 minutes 50 seconds West 51.43 feet to a point on the east line of U.S. Tract No. 200; thence with said east line

South 74 degrees 23 minutes 32 seconds East 9.47 feet, more or less, to the Point of Beginning, containing 580 square feet (0.013 of an acre), more or less.

15-Feb-2002, B.L.B.
Rev. 8 Jan 2015, SLG (3)

PORTION OF
TRACT NO. 200
(PARCEL A)

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION (cont'd)

It being the intent of the foregoing description to include a part of the same lands described as Parcel No. 0007BPE, as acquired by the United States of America in a Warranty Deed from the City of Moline, a municipal corporation, chartered under the laws of the State of Illinois, dated 25 October 1979, recorded 11 September 1980, as Document No. 878814, in the records of Rock Island County, Moline, Illinois.

15-Feb-2002, B.L.B.

EXHIBIT D

PORTION OF
U.S. TRACT NO. 200
(PARCEL B)

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION

Situate in the State of Illinois, County of Rock Island, City of Moline, lying south and west of Block 2 in the Old Town, an addition to the City of Moline, being a portion of U.S. Tract No. 200, and more particularly described with bearings being referenced to a Right of Way Plat of Survey, dated 18 June 2001, certified by Chad E. Johnson, PLS No. 35-3370, as follows:

Beginning at a point being an iron pin (Cap No. 35-3125) at the southwest corner of said Block 2 in the Old Town, being common to U.S. Tract No. 200 lands as described as Parcel No. 0007BPE in Document No. 878814 in the records of Rock Island County; thence with the south line of said Block 2

North 63 degrees 23 minutes 36 seconds East 334.41 feet to a point; thence with the east line of U.S. Tract No. 200

South 26 degrees 15 minutes 30 seconds East 30.95 feet to a point in 2nd Avenue; thence with the south line of U.S. Tract No. 200

South 63 degrees 41 minutes 29 seconds West 355.53 feet to a point in 16th Street; thence with the west line of U.S. Tract No. 200

North 45 degrees 12 minutes 50 seconds West 90.85 feet to a point; thence continuing with said west line

North 41 degrees 18 minutes 21 seconds West 217.34 feet to a point; thence with the north line of U.S. Tract No. 200

North 49 degrees 55 minutes 32 seconds East 23.70 feet to a point; thence continuing with said north line

North 27 degrees 06 minutes 36 seconds West 37.02 feet to a point; thence continuing with said north line

North 49 degrees 11 minutes 05 seconds East 41.17 feet to a point; thence with the east line of U.S. Tract No. 200

South 27 degrees 06 minutes 36 seconds East 226.03 feet to a point; thence continuing with said east line

PORTION OF
U.S. TRACT NO. 200
(PARCEL B)

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION (cont'd)

South 41 degrees 16 minutes 17 seconds East 32.02 feet to a point; thence continuing with said east line, being along the arc of a curve to the left having a radius of 68.42 feet and a chord of South 64 degrees 12 minutes 26 seconds East 53.33 feet

Southeasterly 54.78 feet to a point at the west line of aforesaid Block 2; thence with said west line

South 27 degrees 06 minutes 36 seconds East 20.64 feet, more or less, to the Point of Beginning, containing 22,238 square feet (0.511 of an acre), more or less.

20-Mar-2002, B.L.B.
Rev. 8 Jan 2015, SLG (3)

PORTION OF
U.S. TRACT NO. 200
(PARCEL B)

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION (cont'd)

It being the intent of the foregoing description to include a part of the same lands described as Parcel No. 0007BPE, as acquired by the United States of America in a Warranty Deed from the City of Moline, a municipal corporation, chartered under the laws of the State of Illinois, dated 25 October 1979, recorded 11 September 1980, as Document No. 878814, in the records of Rock Island County, Moline, Illinois.

20-Mar-2002, B.L.B.

Sponsor: _____

A RESOLUTION

AUTHORIZING the Information Technology Manager to purchase six (6) Panasonic Arbitrator 360 HD systems from CDS Office Technologies in the amount of \$34,242.

WHEREAS, Panasonic Arbitrator systems are used in all police vehicles to record traffic stops and arrest; and

WHEREAS, City staff budgeted for replacement of the five (5) oldest units, which are model 15s, in the 2016 budget; and

WHEREAS, a sixth unit is needed for replacement of a system that was damaged in a squad car accident; and

WHEREAS, CDS Office Technologies holds state contract pricing for this equipment as part of State of Illinois Master Contract CMS5848520; and

WHEREAS, the per-unit price of \$5,707 includes all necessary accessories and a discount on extended warranties through year five.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Information Technology Manager is hereby authorized to purchase six (6) Panasonic Arbitrator 360 HD systems from CDS Office Technologies in the amount of \$34,242; provided, however, that said quotation is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 1, 2016

Date

Passed: March 1, 2016

Approved: March 8, 2016

Attest: _____

City Clerk

Approved as to Form:

City Attorney



CDS Office Technologies
 1271 HAMILTON PARKWAY
 Itasca, Illinois 60143
 United States
 (P) 630-625-4519
 (F) 630-305-9876

Quotation (Open)	
Date	Feb 04, 2016 10:17 AM CST
Doc #	449043 - rev 1 of 1
Description	ARB-KIT-HD
SalesRep	Gottlieb, Mark (P) 630-625-4519 (F) 630-305-9876
Customer Contact	Pickens, Chris (P) 309-524-2210 cpickens@moline.il.us

Customer
 Moline Police Department (26439)
 Pickens, Chris
 1640 6th Avenue
 Moline, IL 61265
 United States
 (P) (309) 524-2230

Bill To
 City Of Moline
 Accounts, Payable
 1640 6th Ave.
 Moline, IL 61265
 United States
 (P) 309-524-2210

Ship To
 City Of Moline
 Pickens, Chris
 1640 6th Ave.
 Moline, IL 61265
 United States
 (P) 309-524-2210

Customer PO:	Terms: Net 30	Ship Via: UPS Ground
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
State of Illinois Master Contract CMS5848520					
1	Arbitrator HD Kit With 2.4GHz wireless mic	ARB-KIT-HD-24			
	Panasonic - Arbitrator Mk3 HD Includes recorder w/ 256GB SSD and GPS, front camera, wiring distribution center, battery backup module, wireless 1 module	ARB-KIT-HD	1		
	Panasonic - 2.4GHz Wireless Mic - Full Kit 2.4GHz wireless mic with vehicle receiver/station dock w/charger/case	ARB-M24	1		
	Bundle Subtotal		6	\$4,728.00	\$28,368.00
2	Panasonic WiFi Antenna Black - SMA Connectors - Threaded bolt mount	ARB-APWWQS22-RP-BL	6	\$117.00	\$702.00
Options					
3	Panasonic - BACK SEAT CAMERA INCLUDES CABLE 720P Rear Seat IR Camera with network cable	ARB-WV-VC31-C	6	\$361.00	\$2,166.00
4	Lind Electronics - SIREN DETECTOR CABLE FOR USE WITH PANASONIC ARBITRATOR	CBLMS-F00200	6	\$37.00	\$222.00
5	Panasonic - LIND Radar Interface Cable To interface radar triggering	PARI-3179	6	\$59.00	\$354.00
Extended Warranty and Software Maintenance					
6	Panasonic - 2YR EXTENDED WARR ARBITRATOR 360 4&5YR Extended service agreement - parts and labor - 2 years (4th/5th year) - for Arbitrator	CF-SVCARB2EX2Y	6	\$405.00	\$2,430.00
7	Panasonic - Panasonic - Arbitrator 360 Software Maintenance Agreement - 1yr - Per VPU Coverage for one year from date of purchase - access to software updates - 24/7 access to Arbitrator Support Technical Support - Annual Renewal	CF-SVCARB2AMA1Y	0	\$290.00	\$0.00
Note: Current software maintenance will cover these until until 4/2016 and may be renewed for all 28 units at that time.					

Subtotal: \$34,242.00
 Tax (0.000%): \$0.00
 Shipping: \$0.00
Total: \$34,242.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. CREDIT CARD ORDERS WILL BE CHARGED A 2.75% CONVENIENCE FEE FOR PROCESSING THE ORDER. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturers restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

Council Bill/Resolution No. 1021-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Utilities General Manager to approve Change Order #4 to the Contract with Williams Brothers Construction, Inc., for the North Slope Wastewater Plant Improvements Project, in the amount of \$27,506.

WHEREAS, Change Order #4 consists of eighteen individual adjustments to the current construction contract documents addressing field conditions encountered during construction or enhancing the efficiency, functionality or longevity of the completed North Slope Wastewater Plant Improvements Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Utilities General Manager is hereby authorized to approve Change Order #4 to the Contract with Williams Brothers Construction, Inc., for the North Slope Wastewater Plant Improvements Project, in the amount of \$27,506; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 1, 2016

Date

Passed: March 1, 2016

Approved: March 8, 2016

Attest: _____

City Clerk

Approved as to Form:

City Attorney

DRAFT

February 17, 2016

CHANGE ORDER NO. 4

PROJECT: North Slope WWTP Improvements
OWNER: City of Moline
CONTRACT: 1-2014
CONTRACTOR: Williams Brothers Construction, Inc. (WBCI)

Description of Change

4a	Change the size of MH 3-09 and MH 4-04 and provide cast-in place base slabs according to Cost Proposal Request (CPR) 007 issued on June 23, 2015.	ADD	\$3,041
4b	Revise the top of slab elevation for the elevated slab over the influent channel and outlet boxes; revise intermediate and top stair landing elevations and shorten bottom stair flight; extend elevated slab south of MOV 10-01; and modify gates DOW 10-01 and DOW 10-02 and aluminum plank and provide additional supports according to CPR 011 issued on August 12, 2015.	NO CHANGE	\$0
4c	Replace the 20-amp, 2-pole circuit breaker in LP-90 associated with FCU-90-01 with a 30-amp, 2-pole circuit breaker and provide branch circuit conductors sized as required from LP-90 to FCU-90-01 according to CPR 012 issued on August 25, 2015.	NO CHANGE	\$0
4d	Provide door hardware for existing doors for Option #2 according to CPR 013 issued on August 27, 2015.	ADD	\$5,417
4e	Revise the wall-slab connection noted on the response to RFI-30 according to CPR 014 issued on September 4, 2015.	ADD	\$3,669
4f	Adjust location of 20-inch drain line to the north, delete MH 4-05, and add one 45 degree elbow on the 20-inch drain line in accordance with the email dated September 10, 2015.	DEDUCT	(\$3,411)
4g	Delete the overhead coiling door (OHC) clear anodized finish and add powder coat finish on aluminum OHC doors 1001B, 7504A, 8003A, and 8004A according to CPR 015 issued on September 10, 2015.	ADD	\$8,219
4h	Delete electrical handholes according to shop drawing 02834.250.03 Fence Gate Operator dated October 14, 2015.	DEDUCT	(\$636)

4i	Adjust the east-west dimension of the Structure 10 MCC Room and Mechanical Room and related HVAC, electrical, and other items according to CPR 017 issued on October 16, 2015.	NO CHANGE	\$0
4j	Provide revisions to the basket bar screen, guides, and supports and provide a Grip-Eye lifting system and hook according to CPR 018 issued on November 2, 2015.	ADD	\$1,704
4k	Provide all service jacketed duct insulation in lieu of foil scrim jacketed duct insulation according to CPR 019 issued on October 31, 2015.	ADD	\$2,117
4l	Provide two hoist hooks in Structure 10 according to CPR 020 issued on November 6, 2015.	ADD	\$1,640
4m	Provide waterproofing for the new north and west foundation walls of Structure 70 according to specification Section 7120 Fluid-Applied Waterproofing.	ADD	\$12,604
4n	Remove existing waterproofing on the east and south walls of Structure 70 Room 7001.	ADD	\$4,995
4o	Delete one 90 degree elbow fitting and provide two 45 degree elbow fittings on the 8-inch D from the Excess Flow Tank Nos. 3 and 4, and provide two cleanouts meeting Moline standard detail #15 according to CPR 021 issued on December 18, 2015.	ADD	\$8,752
4p	Remove existing buried concrete wall encountered about 35 feet north of Structure 50 discharge box and in the path of piping run 04 according to Work Change Directive 006 issued on January 12, 2016.	ADD	\$3,874
4q	Provide a new lintel for window 35B on the south exterior wall and provide labor for lintel demolition and installation for the northwest window 35A on the north exterior wall of Structure 35 according to CPR 022 issued on January 21, 2016.	ADD	\$2,417
4r	Revise Structure 70 mixing pump suction and discharge piping and flushing taps, and change the EFS interior and underground ductile iron piping to glass-lined according to CPR 006 issued on June 9, 2015.	DEDUCT	(\$26,896)
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$27,506

Contract Price Adjustment

Original Contract Price	\$37,082,000
Previous Change Order Adjustments	\$670,867
Adjustment in Contract Price this Change Order	\$27,506
Current Contract Price including this Change Order	\$37,780,373

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Special Event Parking between the City of Moline and the Quad City Civic Center Authority for parking during special events held at the iWireless Center.

WHEREAS, the City and the Quad City Civic Center Authority, an Illinois municipal corporation owning and operating “the iWireless Center” (the Authority and iWireless hereinafter collectively referred to as “the Arena”), wish to engage in certain lawful activities authorized by applicable law to promote and provide for access to special events held at the Arena; and

WHEREAS, the Arena seeks additional parking for patrons attending its special events, such as concerts, sporting events and theatrical productions, in the evenings and on weekends at certain times of the year; and

WHEREAS, the City owns and maintains certain parking lots (hereinafter “the Lots”) that are not otherwise leased for use during the special events; and

WHEREAS, the City is responsible for any operating deficits of the Arena and wishes to eliminate or reduce any such deficits and increase revenues to the Arena; and

WHEREAS, this Agreement will allow the Arena to lease the Lots from the City for special events only during the times specified in the Agreement; and

WHEREAS, the Arena will remit one-third of all net revenues (after deducted expenses) from the monies it collects for special event parking in the Lots; and

WHEREAS, the lease term will be one year beginning December 21, 2015, and will automatically renew for one year terms unless either party provides written notice of termination at least thirty days prior to the annual renewal date; and

WHEREAS, automatic renewal is also subject to the City Attorney’s authority to give written notice to the Arena of exclusion of any of the Lots from the Agreement due to anticipated construction, sale or closure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Special Event Parking between the City of Moline and the Quad City Civic Center Authority for parking during special events held at the iWireless Center; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 1, 2016

Date

Passed: March 1, 2016

Approved: March 8, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SPECIAL EVENT PARKING

This Agreement is made and entered into as of the 11th day of February, 2016, by and between the City of Moline, an Illinois municipal corporation (“City”), and the Quad City Civic Center Authority, an Illinois municipal corporation owning and operating a facility commonly known as “the i wireless Center” (the Authority and facility are hereinafter collectively referred to as “the Arena”).

RECITALS:

WHEREAS, the City and Arena wish to engage in certain lawful activities authorized by applicable law to promote and provide for access to the special events held at the Arena; and

WHEREAS, the Arena seeks additional parking for the patrons attending its special events, such as concerts, sporting events and theatrical productions, in the evening and on weekends at certain times of the year; and

WHEREAS, the City owns and maintains certain parking lots that are not otherwise leased for use during the special events; and

WHEREAS, the City is responsible for any operating deficits of the Arena and wishes to eliminate or reduce any such deficits and increase revenues to the Arena; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, found at 5 ILCS 220/1 et seq., both authorize and allow the type of agreement contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are both hereby acknowledged, the parties do hereby covenant and agree as follows:

1. PREMISES. The City leases to the Arena the following parking lots:
309 12th Street (known as Food Bank property)
320 16th Street (known as the Collector’s Center property)
1515 5th Avenue (known as the Heritage Parking Deck)
(collectively referred to as “the Lots.”)
2. LEASE FOR SPECIAL EVENTS ONLY. The Arena is permitted to use the Lots only during special events held at the Arena within the following timeframes:
Any time:
309 12th Street (known as Food Bank property)
320 16th Street (known as the Collector’s Center property)

Any time except 6:00 a.m. to 6:00 p.m. Monday through Friday and 6:00 a.m. to noon on Saturday:
1515 5th Avenue (known as the Heritage Parking Deck)

In addition to the time restrictions above, the Arena agrees not to collect parking fees for the Lots more than two hours prior to the start of a special event. A special event is considered to be an event published by the Arena on its website and open to the public for a set fee that consists of a sporting event, concert, or other theatrical production.

3. RENT. In return for the City leasing the above areas, the Arena agrees to remit to the City one third (1/3) of all net revenues (after expenses are deducted) from the monies collected by the Arena for parking in the above locations during special events. These revenues shall be remitted to the City on a quarterly basis.
4. PARKING FEES DURING LEASE. The Arena shall have the right to establish a rate for parking in the Lots during special events and shall be solely responsible for staffing and collection of any parking fees so imposed.
5. TERM.
 - A. This Agreement shall be for a term of one year beginning January 1, 2016. Subject to the reservations in paragraphs B. and C. below, this Agreement shall automatically renew for one year terms unless either party gives written notice of termination at least thirty (30) days prior to the renewal date.
 - B. Should the City need to close one or more of the Lots or use one or more of the Lots on the date of a special event, it shall give as much advance notice to the Arena as practicable. Such a closure shall not alter the rent payment due and owing, but the City may receive a reduced amount of rent as a result of the reduced revenues caused by such closure.
 - C. It is expected that the City will commence construction at the Food Bank property sometime in 2016. Upon notice from the City to the Arena of such anticipated construction, the Food Bank property will be automatically excluded from this Agreement. It is further expected that the City will sell the Collector's Center property sometime in 2016. Upon notice from the City to the Arena of such anticipated sale, the Collector's Center property will be automatically excluded from this Agreement.
6. RIGHT TO TERMINATE. The City or the Arena shall have the right to terminate this Agreement before the end of the term upon giving a thirty (30) day written notice of such termination.
7. DEFAULT. If either party fails to carry out substantially the terms of the Agreement in due and proper time, the Agreement may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of ten (10) days from the date of such notice.
8. YIELDING POSSESSION. The Arena agrees at the expiration or termination of this Agreement to yield possession of the Lots to the City without further demand or notice.

9. MAINTENANCE AND REPAIRS. The City agrees to maintain and repair the Lots in its customary and usual fashion during the term of this Agreement.
10. CITY'S RIGHT OF ENTRY. The City reserves the right personally or by agents, employees, or assigns, to enter upon the Lots at any reasonable time to view them, to work or make repairs or improvements thereon.
11. INDEMNIFICATION.
- A. Each party agrees to indemnify and save the other party, its officers and employees, harmless from and against any and all claims and demands, and resulting damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever arising from negligent, willful and wanton, or intentional acts of such indemnifying party's officers, employees and agents.
 - B. The Arena, its heirs, executives, administrators and assigns, **RELEASE AND FOREVER DISCHARGE** the City of Moline, Illinois, a municipal corporation, its officers, employees, and agents, of and from any and all manners of action or actions, agreements, damages, claims and demands whatsoever, in law or equity, by the Arena or any third parties, which may arise out of the Arena's use and control of the property during the term of this Agreement. This is a **FULL AND COMPLETE RELEASE AND IS INTENDED TO BE SO.**
 - C. The Authority shall provide a certificate naming the City as additional insured, in the City's standard form and subject to the written approval of the City Attorney.
12. NOTICE. All notices required under this Agreement shall be deemed to be properly served when delivered in writing personally or sent certified mail as follows:
- | | |
|---|---|
| <u>TO THE CITY:</u>
Maureen E. Riggs, City Attorney
City of Moline
619 16 th Street
Moline, IL 61265 | <u>TO THE ARENA:</u>
Rocky Jones, Assistant Executive Director
Quad City Civic Center Authority
1201 River Drive
Moline, IL 61265 |
|---|---|
13. INTEGRATION. This instrument contains the entire agreement between the parties with respect to the transaction contemplated in this Agreement. The parties agree there are no other terms or conditions of this Agreement, either oral or written, other than those stated herein.
14. ASSIGNMENT; RESTRICTIONS. The respective rights, duties and obligations of the City and the Arena hereunder may not be assigned by the City or the Arena without the express written consent of the other party.
15. FORUM. This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state

court located within Rock Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

16. SEVERABILITY. Each section of this Agreement and each sentence, clause or phrase contained in such section shall be considered severable and, if for any reason, any section or sentence, clause or phrase contained in such section is determined to be invalid or contrary to any existing or future laws, such invalidity shall not impair the operation of or affect that portion of this Agreement which is valid.

IN WITNESS THEREOF, the Parties have hereunto set their hands and seal and have caused these presents to be signed

CITY OF MOLINE, ILLINOIS

QUAD CITY CIVIC CENTER AUTHORITY

Mayor



Assistant Executive Director

Attest:

City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1023-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Shive-Hattery, Inc. for Utility, Street, and Sidewalk Design Related to the Multi-Modal Station Development.

WHEREAS, water, sanitary sewer, and storm sewer improvements are necessary in 4th Avenue and 12th Street as part of the Multi-Modal Station development (MMS); and

WHEREAS, Shive-Hattery, Inc. proposes to design the water, sanitary sewer, and storm sewer replacement work in 4th Avenue and 12th Street; and

WHEREAS, design will incorporate the changes to the streets, sidewalks, and traffic signals within right-of-way which is necessary to accommodate the MMS and ensure ADA compliant access to the MMS; and

WHEREAS, Shive-Hattery, Inc.'s scope of work will include coordination with the Illinois Department of Transportation, the Iowa-Interstate Railroad, and the Burlington Northern Santa Fe Railroad to acquire the necessary permits and approvals to work in their right-of-way; and

WHEREAS, Shive-Hattery, Inc. proposes to provide said design services for the fixed fee of \$103,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Professional Services between the City of Moline and Shive-Hattery, Inc. for Utility, Street, and Sidewalk Design Related to the Multi-Modal Station Development; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 1, 2016

Date

Passed: March 1, 2016

Approved: March 8, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

PROFESSIONAL SERVICES AGREEMENT

ATTN: Mr. Scott Hinton
CLIENT: City of Moline
3635 4th Avenue
Moline, IL 61265

PROJECT: 12th Street and 4th Avenue Reconstruction

PROJECT LOCATION: Moline, IL

DATE OF AGREEMENT: February 12, 2016

PROJECT DESCRIPTION

Your project is the construction of infrastructure improvements associated with the proposed hotel/transit center near the intersection of 12th Street and 4th Avenue (IL 92). Our portion of the project will include improvements to the area shown in Exhibit A.

Our services for this phase of the project will include additional topographic survey, final design and preparation of construction documents for the roadway, intersection and sidewalk improvements in the area shown in Exhibit A.

SCOPE OF SERVICES

We will provide the Transportation and Civil Engineering services consisting of the following tasks:

1. Conduct a topographic survey to obtain additional survey for the project area.
2. Design roadway corridor and preparation of the check plan set which will include:
 - A. Create plan and profile sheets
 - B. Develop typical sections
 - C. Create cross-section sheets
 - D. Design of traffic signal at 4th Avenue and 12th Street
 - E. Design of storm sewer
 - F. Design staging and traffic control
 - G. Create details for the intersections, sidewalk ramps and driveways
 - H. Determine standard details
 - I. Determine pay items, and calculate and schedule quantities
 - J. Design erosion control plan
 - K. Create special provisions
3. Coordination with the IL DOT and the IAIS & BNSF Railroad.
4. Create a storm water pollution prevention plan.
5. Prepare draft permit applications including:
 - A. NPDES Permit



COMPENSATION

Description	Fee	Fee Type	Estimated Reimbursable Expenses
Scope of Services	\$103,000	Fixed Fee	Included in fee

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amount(s) listed above.

The terms of this proposal are valid for 30 day(s) from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Revisions to the design after the documents have been approved by the City of Moline.
2. Rail signal interconnect design, if it is determined the Railroad or IL DOT require it.
3. Attendance at additional meetings. We currently have 4 meetings included in the Scope of Services.
4. Preparation of easement documents, if determined to be required.
5. Assistance with bidding and construction services.

OTHER TERMS

STANDARD TERMS AND CONDITIONS Between The City of Moline, Illinois and Shive-Hattery, Inc.

PARTIES.

"S-H" shall mean Shive-Hattery, Inc. or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

HAZARDOUS MATERIALS - INDEMNIFICATION.

CLIENT hereby understands and agrees that S-H has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENTS premises, or in connection with or related to this project and Agreement with respect to which S-H has been retained to provide services. The compensation to be paid S-H for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Likewise, S-H hereby understands and agrees that no exposure of persons or property to such substances or conditions, as referenced above, have been made or will be made by CLIENT in any manner whatsoever. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals,

liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not, unless such claims, losses, costs, or damages, as referenced above, result from the negligence, errors, or omissions of S-H (including its officers, directors, shareholders, employees and S-H's consultants and affiliated companies, and any of them). Should any exposure of persons or property to such substances or conditions be caused by, arise out of, relate to, or result from, the negligence, error or omissions of S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them), then S-H agrees to defend, indemnify, and hold CLIENT harmless from and against any and all claims, losses, costs, or damages of any nature whatsoever, arising out of, or resulting from, the discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE.

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

RIGHT OF ENTRY.

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment

PAYMENT.

Unless otherwise provided herein invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall be increased for interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION.

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination (or default) will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

INFORMATION PROVIDED BY OTHERS.

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for S-H to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to S-H.

SHOP DRAWING REVIEW.

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, those reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST.

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION.

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project

OTHER SERVICES.

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE.

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H. **DISPUTE RESOLUTION.**

Any claims or disputes between the CLIENT and S-H made during or after the providing of services under this Agreement shall be submitted to non-binding mediation.

DELAYS.

S-H is not responsible for delays caused by factors beyond S-H's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond S-H's reasonable control occur, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement

ASSIGNMENT.

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER.

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW.

This Agreement shall be governed pursuant to the laws of the state of Illinois.

EQUAL EMPLOYMENT OPPORTUNITY.

It is the policy of S-H to provide equal employment opportunities for all. S-H will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT.

These Terms and Conditions, along with the attached letter for scope of services, schedule, and fees, constitute the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Marti Ahlgren, PMP
mahlgren@shive-hattery.com



Patrick R. Lynch, P.E.
plynch@shive-hattery.com

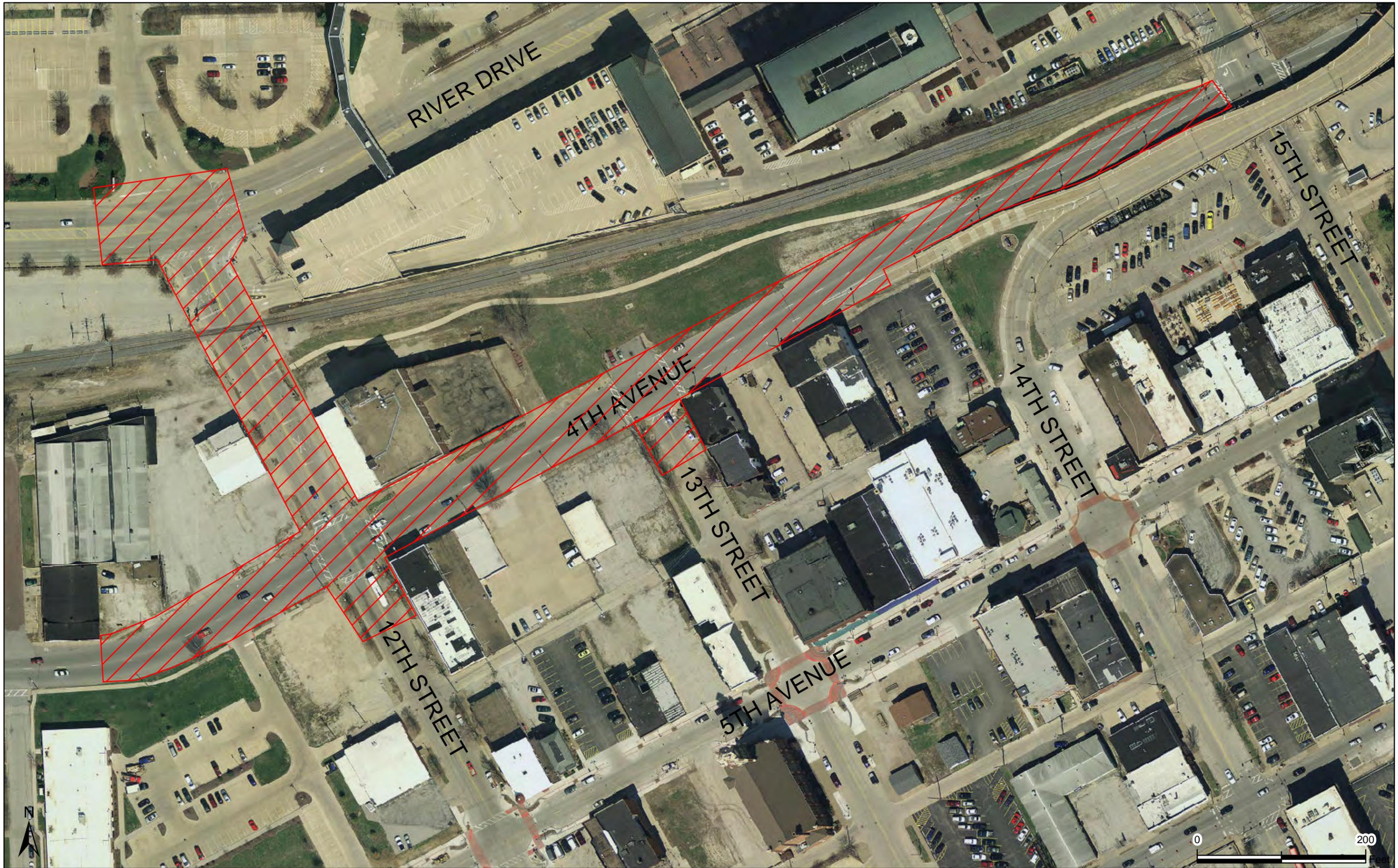
AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Moline

BY: _____ TITLE: _____
(signature)

PRINTED NAME: _____ DATE ACCEPTED: _____

PRL/mna



RIVER DRIVE

4TH AVENUE

13TH STREET

5TH AVENUE

12TH STREET

14TH STREET

15TH STREET



Council Bill/Special Ordinance No.: 4011-2016
Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 2381 32nd Street, Moline, as surplus; and

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 2381 32nd Street, Moline, to David Swanson d/b/a CenterPoint Construction Services.

WHEREAS, the City acquired the property at 2381 32nd Street as a result of abandoned building proceedings. Contractors and not-for-profit agencies expressed interest in rehabilitating and purchasing this property; and

WHEREAS, the City published a request for proposals for the purchase and rehabilitation of 2381 32nd Street on January 20, 2016, and David Swanson d/b/a CenterPoint Construction Services (“CCS”) submitted the proposal most advantageous to the City; and

WHEREAS, CCS has offered to purchase 2381 32nd Street for \$46,355.00 and promises to complete interior and exterior repair and restoration of the building on said property by June 30, 2016, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than September 30, 2016; and

WHEREAS, Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property; and

WHEREAS, this property was in arrears for the 2012, 2013 and 2014 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2015 payable in 2016 have been deemed exempt. CCS will be responsible for paying his pro-rated share of the 2016 taxes from the date of closing until December 31, 2016, and all future taxes thereafter.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That the property located at 2381 32nd Street is declared as surplus.

Section 2 – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 2381 32nd Street, Moline, Illinois, with David Swanson d/b/a CenterPoint Construction Services, and do all things necessary to convey said property to David Swanson d/b/a CenterPoint Construction Services, in return for payment of \$46,355.00, plus a right of reverter requiring David Swanson d/b/a CenterPoint Construction Services to complete interior and exterior renovations of said property by June 30, 2016, with possible extension of the completion date as may be agreed to in writing by the parties, but in no event shall the completion date be extended beyond September 30, 2016, or the property would revert to the City; provided, however, that said agreement is in substantially form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

Section 3 – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

Section 4 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION

SELLER

Address: 619 16th Street
Moline, IL 61265

Telephone: (309) 524-2012

DAVID SWANSON d/b/a
CENTERPOINT CONSTRUCTION
SERVICES

PURCHASER

Address: 5230 River Drive
Moline, IL 61265

Telephone: (563) 529-5006

THIS AGREEMENT IS DATED _____.

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 2381 32nd Street, Moline, Illinois (Parcel Number 07-1325), consisting of 5,360 square feet, more or less, legally described as:

THE SOUTH FORTY (40) FEET OF OUTLOT NUMBER FIVE (5) IN
"HIGHLAND", AN ADDITION IN THE CITY OF MOLINE, COUNTY OF
ROCK ISLAND AND STATE OF ILLINOIS;

hereinafter referred to as the "Property," for the total sum of FORTY-SIX THOUSAND, THREE HUNDRED FIFTY-FIVE and No/100 DOLLARS (\$46,355.00), plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 2381 32nd Street as set forth in the sections related to special restrictions and covenants herein, and payable in cash or other immediately available funds, at Closing, as defined herein. **The deadline to complete all renovations is June 30, 2016.** Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties. In no event shall the completion date be extended beyond September 30, 2016, or the Property will **automatically revert to the City.** Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. Therefore, the Purchaser agrees that Purchaser's offer to buy hereunder shall be irrevocable until March 15, 2016, to allow Seller's City Council to consider and approve this Agreement at its March 8, 2016 City Council meeting all as described herein below.

SPECIAL RESTRICTIONS AND COVENANTS

Each and every item listed in this Section shall be construed as a material condition of this Agreement for Sale of Real Estate and shall be controlling over any portion in conflict therewith and any provision of any deed created pursuant hereto. If Purchaser or its successors in interest, if any, are at any time in breach or other violation of any provision of this Section and so remain for a period of fourteen (14) days after notice from Seller of the breach or other violation, then the Seller may reclaim and repossess the real estate interests transferred pursuant hereto; the Seller shall retain any and all amount paid to it for purposes of the transfer and/or sale contemplated herein as consideration for

this Agreement and as payment for Seller's costs in preparing and conducting the sale herein contemplated. The special restrictions and covenants shall be as follows:

1. The purchase price for the Property is Forty-Six Thousand, Three Hundred Fifty-Five and No/100 Dollars (\$46,355.00). Of the 2016 taxes payable in 2017, the Seller shall pay its pro-rated share of the tax for the time period from January 1, 2016, to the date of Closing. The remaining amount due and owing shall be paid by Purchaser. Future taxes not otherwise provided for herein shall be paid by Purchaser.
2. Purchaser acknowledges and agrees to the following construction schedule:

Cut and remove all volunteer trees on property and excavate stumps and haul to recyclers. Remove all layers of existing roof from garage and house and replace with 30 year architectural shingle. Inspect and clean out gutters and replace dented or missing gutter elbows, downs or exit parts. Replace all windows including basement windows with new energy efficient vinyl windows. All windows to be wrapped in aluminum on exterior of house. Garage will have wood replaced as needed and primed and painted. East (front) side of property to be landscaped with bushes and mulch bed. Any existing wood exposed on exterior of house to be scraped, primed and painted.

Interior of house will be emptied and contents will be disposed of accordingly. Kitchen cabinets are to be removed and replace with quality cabinets with granite counter tops and new faucets. Floors will be replaced with ceramic tiles. All interior rooms are to be scraped, sanded and painted with Sherwin Williams paint. Carpet in bedrooms are to be replaced with new carpet. Hardwood floors are to be sanded and refinished as needed. All water pipes from meter in to be replaced. Hot water heater to be replaced. Bathrooms up and down to get new ceramic tile. Furnace and air conditioning to get replaced with 97% furnace and 16 seer 3 ton air conditioner. Electrical to be inspected by City of Moline electrical inspector and revise or repair as needed to bring to code.

Timeline

Exterior work to be completed 60 days from possession.

All other work to be completed 90 days from possession.

The deadline to complete all renovations is June 30, 2016. Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties. In no event shall the completion date be extended beyond September 30, 2016.

Purchaser further acknowledges and agrees that Purchaser's failure to abide by any of the above conditions will result in reverter of the Property to the Seller without further action by or notice from the Seller, and Purchaser will voluntarily relinquish all interests in the Property to the Seller. In the case of reverter, any

improvements done to the Property by the Purchaser shall become the property of the Seller and Purchaser has no right to said improvements or reimbursement therefor.

CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

At Closing, Seller shall deliver a Quit Claim Deed to Purchaser or his/her licensed attorney practicing in Rock Island County, in the name of the Purchaser conveying Seller's interests and title, with the right of reverter if the above conditions are not met, together with such other documents that may be required to record the deed and transfer personal property. If the above conditions are met on June 30, 2016, or in no event beyond September 30, 2016, the right of reverter shall cease.

POSSESSION AND CLOSING

- (a) The Closing of this transaction shall be held on or before March 15, 2016 ("Closing"), with possession of the Property to be delivered to Purchaser on or at Closing, free and clear of all possessory interests, including, without limitation, squatters, except for the right of reverter, which will cease if above conditions are met by the deadline.
- (b) Possession shall be deemed delivered when Seller has vacated the Property.

ASSIGNMENTS AND TRANSFERS PROHIBITED

The parties covenant not to suffer or permit without the written permission or consent of the other being first had and obtained, a sale, assignment, or transfer of any right, title or interest of any sort in and to said Property, or any portion thereof, or any of the improvements, apparatus, fixtures or equipment that may be found in or on said Property prior to Closing.

BUILDINGS, FIXTURES AND PERSONAL PROPERTY

All buildings or fixtures presently installed on the Property shall be left by Seller in or upon said Property as they are as of the date of this Agreement and shall be deemed a part of the real estate and title thereto and shall pass to Purchaser at delivery of the Quit Claim Deed.

CONDITION OF THE PROPERTY

Sale of the property shall be "as is without representation or warranty as to fitness or condition."

CASUALTY CLAUSE

This Agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate liability insurance on the above Property until the deed is delivered to the Purchaser. Purchaser shall be responsible for insurance coverage, including liability coverage upon taking title to or possession of the above Property, whichever occurs first. Any monies paid as a result of damage to the Property shall be paid to the Seller to reduce the monies due hereunder, if any; provided, however, that should monies paid as a result of said damage exceed any monies due hereunder, then such excess amount shall be retained by Purchaser.

EXPENSES OF TRANSFER

PURCHASER shall pay:

- (a) Recording fee for deed;
- (b) Costs of any additional appraisal for the Property obtained by Purchaser;
- (c) Revenue stamps and recording of any releases, if any;
- (d) Broker commission, if any;

EACH PARTY shall be responsible for its own attorney fees and customary Closing costs.

ENTIRE AGREEMENT

This Agreement, executed by the parties, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and this Agreement shall extend to and be binding upon the executors, administrators, and assigns of the parties hereto.

MERGER

The Special Restrictions and Covenants and Right of Reverter contained in this Agreement shall remain in effect and shall not merge with the deed.

LEGAL ASSISTANCE

The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with contractual, title and other aspects of this transaction, they have had the right and opportunity to consult legal counsel before this Agreement is signed.

ACCEPTANCE BY SELLER

Until accepted by Seller, this document constitutes an irrevocable offer to buy by Purchaser on the terms stated above. This Agreement must be accepted by Seller on or before March 15, 2016, and Purchaser's offer to buy herein shall be irrevocable to and including March 15, 2016, to allow Seller's City Council opportunity to review and approve this Agreement. Within twenty-four (24) hours of acceptance by Seller's City Council, Closing shall be scheduled. Purchaser acknowledges and agrees that this Agreement is subject to Seller's right and legal responsibility to formally submit this Agreement to the Seller's City Council for review, approval and authorization to execute. If not so approved by the Council by March 8, 2016, this offer and Agreement shall be void. The parties understand that Seller's City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon Seller, its officers, employees or agents.

This Agreement has been read and executed in duplicate on the dates beside the parties' authorized agents' signatures.

Executed by SELLER:

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION

By: _____
Scott Raes, Mayor

Date: _____

Executed by PURCHASER:

DAVID SWANSON d/b/a CENTERPOINT
CONSTRUCTION SERVICES

By: _____
David Swanson, Owner

Date: 2/19/16

ATTEST:

By: _____
Tracy A. Koranda, City Clerk

Date: _____

FOR INFORMATION ONLY:

Seller's Attorney:
Amy L. Keys
(309) 524-2012

Council Bill/Special Ordinance No. 4012-2016

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Lease Agreement (“Agreement”) between the City of Moline (“City”) and GTE Wireless of the Midwest Incorporated, an Indiana corporation d/b/a Verizon Wireless (“Verizon”), where said Agreement leases a portion of the space on the City’s water tower, located at 1531 17th Avenue, so that Verizon may install, maintain and operate its radio telecommunications equipment, antennas and appurtenances, or for such other specified uses in said Agreement.

WHEREAS, the City has a portion of the space on the water tower located at 1531 17th Avenue that is available to lease; and

WHEREAS, Verizon is interested in entering into the aforementioned Agreement to lease a portion of the space on the aforementioned water tower to install, maintain and operate its radio telecommunications equipment, antennas and appurtenances, or for such other specified uses in said Agreement; and

WHEREAS, the term of the Agreement will commence on April 1, 2016; and

WHEREAS, the initial term for the Agreement shall be for five (5) years and shall automatically be extended for three (3) additional five (5) year terms, with one additional automatic five (5) year term if neither party has terminated the Agreement prior to the expiration of the current term; and

WHEREAS, the annual rental for the first year of the Agreement shall be Fourteen Thousand Four Hundred and no/100 Dollars (\$14,400.00), and said annual rental shall increase by an amount equal to three percent (3%) of the total annual rent for the immediately preceding lease year.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, the aforementioned Lease Agreement; provided, however, that said Lease Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

Section 2 – That this ordinance shall not constitute a repeal of any ordinance with which it may conflict, but shall be considered a temporary variance from said conflicting ordinance.

Section 3 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

SITE NAME: Browning Park WT
SITE NUMBER:
ATTY/DATE: GJ

WATER TOWER LEASE AGREEMENT

This Agreement, made this ____ day of _____, 20__ , between the City of Moline, an Illinois municipal corporation, with its principal offices located at 619 16th Street, Moline, Illinois 61265, hereinafter designated "LESSOR" and GTE Wireless of the Midwest Incorporated, an Indiana corporation d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), 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 the LESSEE a portion of that certain space on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 1531 17th Avenue, City of Moline, Rock Island County, Illinois ("the Tower Space") as shown on the Tax Map of the City of Moline as Parcel Identification Number 080160200 and being further described in Document No. 897245 as recorded in the Office of the Rock Island County Recorder (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 36' x 20' parcel of land sufficient for the installation of LESSEE's equipment building (the "Land Space"); 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 over a ten foot (10') wide right-of-way (the "Access Right of Way"), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along two (2) eight foot (8') wide rights-of-way ("Utility Rights of Way") and a separate ten foot (10') wide right-of-way ("Gas Right of Way") extending from the nearest public right-of-way, 17th Avenue, to the Land Space. The Tower Space, Land Space, Access Right of Way, Utility Rights of Way, and Gas Right of Way are all described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

If any public utility is unable to use the Utility Rights of Way or Gas Right of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility, in a location to be mutually agreed to by the Parties. The Parties further agree that they will vacate any unused right-of-way.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio telecommunications equipment, antennas and appurtenances described in Exhibit "B" attached hereto, or for such other specified uses as shall be agreed to by written agreement of the Parties.

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; INITIAL 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 shall commence and be due. The annual rental for the first year of the Agreement shall be Fourteen Thousand Four Hundred and 00/100 Dollars (\$14,400.00), to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence on April 1, 2016 ("Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date.

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") necessary for LESSEE to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS"), or state and local governments, including, without limitation, IRS Form W-9 and applicable state withholding forms, in a form acceptable to LESSEE, prior to execution of this Agreement by the Parties, and at such other times during the term of the Agreement as may be reasonably requested by LESSEE. 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 Premises 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, allow LESSEE to have electrical service and telephone service access within the Premises. LESSOR must be advised of any electrical or telephone service on 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 at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or via email to livebills@ecova.com. LESSEE may 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 all as reasonably approved by LESSOR prior to placement. Upon specific approval from 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 LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. RENTAL INCREASES. The annual rental shall increase on the yearly anniversary of the Commencement Date by an amount equal to three percent (3%) of the total annual rent for the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for one (1) further term of five (5) years. The annual rental during such additional extension term, if any, shall continue to increase as set forth in paragraph 5 above. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall be responsible for the payment of any taxes, levies, assessments and other charges

imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with the Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property. LESSEE's failure to comply with the provisions of this Paragraph 7 shall be considered a material breach of this Agreement and be subject to the terms of Paragraphs 29 and 30 below.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a radio telecommunications facility and uses incidental thereto. The Parties agree that LESSEE may install its antennas, equipment and conduits, as described in Exhibit "B", on the Tower in the locations designated and approved by LESSOR, as set forth in the plans and specifications attached hereto as Exhibit "B". All improvements and installations shall be done at LESSEE'S expense. LESSEE shall have the right to replace, repair, add or otherwise modify (collectively, the "Modifications") its utilities, equipment, antennas and/or conduits on the Tower identified on attached Exhibit "B", during the Term, upon the prior written approval of LESSOR, which approval shall not be unreasonably withheld, conditioned, or delayed. LESSEE agrees to repair any damage to the Property directly caused by the installation, operation, or use of LESSEE's facility, upon receipt of written notice from LESSOR. 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, which will permit LESSEE use of the Premises as set forth above. LESSEE shall obtain LESSOR's prior approval before conducting any soil boring tests on the Property or a structural analysis on the Tower, which approval shall not be unreasonably withheld, conditioned or delayed. 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 thereof by LESSEE, unless LESSOR is required by law to take such action or to protect the public utility. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural

analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of 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 LESSEE, or upon such later date as designated by LESSEE. All rentals paid prior to said termination date shall be retained by LESSOR. LESSEE shall be responsible for payment of rent up to the termination date, which amount may be prorated. 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, the LESSEE shall have no further obligations for the payment of rent to LESSOR, unless LESSEE fails to remove its equipment from the Premises by the termination date. If LESSEE holds over after the termination of the Agreement, then LESSEE shall be responsible for paying rent as specified in Paragraph 17 below.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall defend, indemnify and hold the other harmless from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. LESSEE will maintain at its own cost;

i. Commercial General Liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits of:

1. Two million dollars (\$2,000,000.00) per occurrence for bodily injury (including death) and for damage to property; and

2. Two million dollars (\$2,000,000.00) aggregate;

ii. Automobile Liability insurance on all owned, non-owned and hired vehicles in the amount of One Million Dollars (\$1,000,000) combined single each accident for bodily injury and property damage per occurrence;

iii. Workers Compensation insurance with statutory limits; and

iv. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000) each accident/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Automobile Liability policies, as its interest may appear under this Agreement.

- b. LESSEE shall provide certificates of insurance evidencing the coverage required by this Section to the LESSOR within thirty (30) days following receipt of a written request thereof from the LESSOR.
- c. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business in the State of Illinois.
- d. LESSOR's insurance policies required herein shall contain the following endorsement:

“The insurer shall give the City of Moline at least thirty (30) days prior written notice of any intention to cancel, such notice to be given by certified mail, return receipt requested, addressed to: City Attorney, City of Moline, 619 16th Street, Moline, IL 61265.”
- e. LESSEE's insurance shall:
 - i. be primary and non-contributory with any insurance or program of self-insurance that may be maintained by LESSOR; and
 - ii. provide a waiver of subrogation, in favor of LESSOR, on the Workers Compensation Policy.
- f. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured, as its interest may appear under this Agreement.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. This limitation of liability shall not apply to any damage to LESSOR'S water supply or loss of revenue resulting from damage to LESSOR'S water supply that is directly caused by LESSEE's actions on the Property.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure

periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR. After the expiration of the tenth (10th) year of the Term, in the event LESSOR has reasonably determined that the Tower is no longer useful for LESSOR's purposes, LESSOR shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSEE. LESSOR and LESSEE may terminate the Agreement at any time by mutual agreement if the Tower poses a threat of imminent danger to public health, safety, or welfare.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have access to the Tower at all times for the sole purpose of installing and maintaining and repairing the equipment listed on Exhibit "B". 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. LESSEE shall provide LESSOR with a list of those individuals and contractors that are authorized to be on the Tower. In the event of an emergency posing a threat to public health, safety and welfare, LESSOR shall have the right to restrict access to the Tower and Premises to LESSEE and to its agents, employees, engineers, or any individuals, in LESSOR'S sole discretion, for a maximum duration of 48 hours, and upon telephonic notice to LESSEE. Notwithstanding, LESSEE shall at all times have unrestricted access to the Land Space for the purpose of installing and maintaining its ground-based equipment. LESSEE agrees to install a StymieLock™ or similar device on the main access gate to the Premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). 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.

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, its paint system, its appurtenances or otherwise jeopardize the public health.

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.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR may, but is not required to, supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower, and throughout the Term LESSOR may supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower.

When routine maintenance of the Tower is required, LESSOR shall provide thirty (30) days' notice in writing to LESSEE and LESSEE agrees to temporarily power down its equipment on the Tower for up to, but not longer than, forty-eight (48) hours, at LESSEE's sole

cost and expense. In such case, LESSEE shall have the option to install a temporary installation on the Property during the outage, in a location to be mutually agreed upon by the Parties, to ensure LESSEE's use at the Premises is not interrupted or diminished. LESSOR shall work diligently to complete said routine maintenance as quickly as possible and immediately notify LESSEE at (800) 224-6620 when said maintenance is complete. LESSEE agrees not to power up its equipment on the Tower until it receives such telephonic notice that maintenance is complete. LESSOR will not conduct said routine maintenance more than once during any three-year period.

In the event LESSOR must perform substantial maintenance on the Tower that requires the removal of LESSEE's equipment, LESSOR shall provide written notice to LESSEE no less than ninety (90) days prior to the required date of removal, and shall specify in such notice the date on which LESSEE's equipment must be removed from the Tower (the "Removal Date"). In such case, if possible and upon mutual agreement of the Parties, LESSEE shall be permitted to place a temporary installation on the Property in a location to be mutually agreed upon by the Parties, to ensure LESSEE's use at the Premises is not interrupted or diminished. LESSOR will not require relocation of LESSEE'S equipment for maintenance unless necessary for proper operation of the Tower or maintaining public health and will complete such maintenance in a manner to minimize the length of such relocation. LESSEE shall bear the full cost and expense for relocation of its equipment. In the event LESSEE's equipment is not removed from the Tower by the Removal Date, LESSEE shall pay to LESSOR a daily penalty in the amount of \$100 for every day that LESSEE's equipment remains on the Tower beyond the Removal Date. Further, such failure to comply beyond the Removal Date shall be a material breach of the Agreement and be subject to the terms of Paragraphs 29 and 30 below. In no event shall LESSOR be permitted to remove LESSEE's equipment from the Tower. 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.

In the event of an emergency requiring removal or relocation of LESSEE's equipment from the Tower, LESSEE agrees to perform such removal or relocation as soon as possible after receipt of telephonic notice from LESSOR to (800) 224-6620, but no later than five (5) days after receipt of such notice.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR may not terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of

the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. For purposes of this Agreement, "interference" does not include LESSOR's use on the Property for public utility purposes or uses on neighboring properties that cause electronic or physical obstruction with, or degradation of, LESSEE's signals or frequency. Notwithstanding, LESSOR shall make reasonable efforts to use the Property so as not to cause interference with LESSEE's use under this Agreement. In the event any proposed use of the Property by LESSOR is expected to cause interference with LESSEE's permitted use under this Agreement, LESSOR shall provide LESSEE with at least thirty (30) days advanced written notice of such planned interference and use commercially reasonable efforts to provide LESSEE with an alternate location for its equipment, to minimize disturbance to LESSEE's operations. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance 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.

16. REMOVAL. LESSEE shall, upon the expiration or earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent in accordance with Paragraph 17 below, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

On or before the Commencement Date, LESSEE shall provide to LESSOR a removal bond with an entity and in a form and content mutually agreeable to the Parties. The amount of the bond shall be Ten Thousand and 00/100 Dollars (\$10,000.00), and shall be renewed as necessary and kept in full force so long as the LESSEE's communications equipment is located on the Premises. The purpose of the bond is to ensure LESSEE's faithful performance of removal of its equipment and/or improvements on the Premises and the restoration of the Premises pursuant to this Paragraph 16.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the termination of this Agreement. In the event that LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to two hundred percent (200%) of the rent applicable during the month immediately preceding such expiration or earlier termination. Holdover rental amounts will be prorated for each day possession is retained.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a third party, by easement or other legal instrument, an interest in and to that portion of the Tower and or Premises 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 sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Premises or portion thereof to such third person in accordance with the terms and conditions of such third party offer. LESSEE's right of first refusal shall not apply to any offer LESSOR receives from another communications provider wishing to co-locate on the Tower.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Premises or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party, by easement or other legal instrument, an interest in and to that portion of the Tower and or Premises occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event of the sale or transfer of the Premises or LESSOR's grant of a third party easement for the purpose of operating a communications facility, the terms of this Paragraph 19 shall not be interpreted to expand LESSEE's rights existing under the Agreement at the time of said sale, transfer, or grant.

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

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term 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 upon execution of this Agreement that there are no 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 or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either 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, in law or in equity.

23. 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.

24. 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. LESSOR must be provided written notice of such sale, assignment or transfer of all or substantially all of LESSEE's assets by merger, acquisition or other business reorganization within thirty (30) days of such and must be provided contact information for the new holder of the Agreement. As to other parties, this Agreement may not be sold, assigned or transferred unless the written consent of the LESSOR is obtained. Said consent of the LESSOR will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. 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, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Moline
30 18th Street
Moline, IL 61265
Attn: Greg Swanson – Utilities General Manager

Copy to: City Attorney
City of Moline
619 16th Street
Moline, IL 61265

LESSEE: GTE Wireless of the Midwest Incorporated
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize 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 beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property 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 other real property interest and 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.

28. RECORDING. LESSOR agrees to execute a Memorandum of this 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 the Term or rent payments. If LESSEE records such Memorandum of Lease, then upon termination of this Agreement, LESSEE shall record a release with the Rock Island County Recorder to document that the underlying Lease has been terminated

29. DEFAULT.

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

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days and authorized in writing by LESSEE, if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, as determined by the LESSEE. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located, by providing written notice to the addresses set forth in the "NOTICES" provision above; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If either Party so performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting Party shall immediately be owing by the defaulting party, and defaulting Party shall pay to the non-defaulting Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount,

including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. 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 Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises, the Tower or on the Property.

b. LESSOR shall hold LESSEE harmless and indemnify 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) 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 non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or 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 prior written notice to LESSOR, unless such damage by fire or other casualty is caused by LESSEE or its equipment or operations and use. 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 Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired, unless such damage by fire or other casualty is caused by LESSEE or its equipment, operations, or use.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, 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 Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises, with such reduction agreed to in writing by the Parties. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. 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 Agreement. 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 Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. 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.

37. 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.

[Signature page to follow]

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

LESSOR:

City of Moline

By: _____
Scott Raes, Mayor

Attest: _____
Tracy Koranda, City Clerk

Date: _____

Approved as to form:

Maureen Riggs, City Attorney

LESSEE:

**GTE Wireless of the Midwest
Incorporated d/b/a Verizon Wireless**

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT "A"
(Legal Description of Property and Premises)

PROPERTY:

PARCEL 1:

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES WEST, 99.62 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 36.62 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 97.78 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. SAID PREMISES BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, ROCK ISLAND COUNTY, ILLINOIS. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 2:

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 97.78 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.14 FEET TO THE NORTH LINE OF 17TH AVENUE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 93.86 FEET ALONG THE NORTH LINE OF 17TH AVENUE TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PARCEL 3:

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 74.47 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 25.81 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 15 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES WEST, 104.07 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.68 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 101.45 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 4:

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET TO AN IRON STAKE FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 38.45 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 101.45 FEET TO AN IRON STAKE; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 38.10 FEET TO AN IRON STAKE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 99.62 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

[Legal Descriptions Continued on Next Page]

EXHIBIT "A"
(continued)

LAND SPACE:

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 36.00 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 36.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 720.0 SQUARE FEET.

ACCESS RIGHT OF WAY:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 8.73 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 42.50 FEET; THENCE NORTH 21 DEGREES 55 MINUTES 59 SECONDS WEST, 57.45 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 14.03 FEET TO THE EAST LINE OF A PUBLIC ALLEY; THENCE NORTH 03 DEGREES 50 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE, 10.02 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 21.37 FEET; THENCE SOUTH 21 DEGREES 55 MINUTES 59 SECONDS EAST, 57.45 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 25.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 29.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 30.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,431.2 SQUARE FEET.

UTILITY RIGHTS OF WAY #1:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 23.30 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 09 MINUTES 21 SECONDS WEST, 72.12 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 16 SECONDS WEST, 60.23 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 44 SECONDS WEST, 8.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 16 SECONDS EAST, 68.33 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 21 SECONDS EAST, 80.10 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING.

UTILITY RIGHTS OF WAY #2:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 2.42 FEET TO THE WEST LINE OF A PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST ALONG SAID WEST LINE 8.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 2.42 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 19.4 SQUARE FEET.

GAS RIGHT OF WAY:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 64.13 FEET TO SAID RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST ALONG SAID LINE, 10.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
(Lessee's Permitted Equipment on the Tower)

[See attached full set of construction drawings dated 02/08/16]

SHEET INDEX

NO.	SHEET DESCRIPTION
T-1	TITLE SHEET
SP-1	GENERAL NOTES
SP-2	GENERAL NOTES AND SPECIFICATIONS
LS-1	PLAT OF SURVEY
LS-2	PLAT OF SURVEY
LS-3	PLAT OF SURVEY
LS-4	AERIAL, ZONING, FLOOD AND WETLAND MAPS
A-0	SITE PLAN
A-1	COMPOUND PLAN
A-2	TOWER ELEVATION
A-3	ECR FORMS, CABLE DATA
A-3A	SCHEMATIC DIAGRAM AND ANTENNA CONFIGURATION DETAILS
A-3B	EQUIPMENT DETAILS
A-4	NEW PLATFORM SPECIFICATIONS BY COMMSCOPE
A-4A	NEW RRURAYCAP MOUNT SPECIFICATIONS BY SITE PRO 1
A-5A	ICE BRIDGE, GPS ANTENNA & LOCK DETAILS
PS-1	PAINT SPECIFICATIONS
S-0	FIBREBOND SHELTER ITEM LIST
S-1	EQUIPMENT SHELTER FOUNDATION AND FLOOR PLAN
S-2	EQUIPMENT SHELTER EXTERIOR & INTERIOR ELEVATIONS
S-3	EQUIPMENT SHELTER EXTERIOR & INTERIOR ELEVATIONS
S-4	SHELTER FOUNDATION PLAN & DETAILS
S-5	EXISTING WATER TOWER ELEVATION AND DETAILS
S-6	STRUCTURAL DETAILS
S-7	VERTICAL ROUTING OF COAX CABLES
S-8	STRUCTURAL DETAILS
S-9	STRUCTURAL DETAILS
S-9A	STRUCTURAL DETAILS
S-10	STRUCTURAL DETAILS
WT-1	ANTENNA POD MOUNTING DETAILS
WT-2	ANTENNA POD EXTENSION DETAILS AND SPECIFICATION
E-1	ELECTRICAL SITE PLAN
E-2	UTILITY DETAILS
E-3	ELECTRICAL SCHEMATIC
E-4	UTILITY DETAILS
G-1	SITE GROUNDING PLAN
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
G-4	GROUNDING DETAILS
N-1	NOTICE TO CONTRACTOR
PL-1	SITE PHOTO LOG
PL-2	SITE PHOTO LOG

DRIVING DIRECTIONS

DRIVING DIRECTIONS FROM 1515 WOODFIELD, SUITE 1400, SCHAUMBURG, IL 60173:

1. HEAD WEST ON CENTRAL RD TOWARD S ARTHUR AVE (364 FT)
2. TURN RIGHT ONTO S ARTHUR AVE (0.2 MI)
3. TURN LEFT ONTO E CENTRAL RD (0.7 MI)
4. TURN LEFT ONTO S ARLINGTON HEIGHTS RD (1.6 MI)
5. MERGE ONTO I-90 W VIA THE RAMP TO ROCKFORD (2.0 MI)
6. TAKE THE I-290 E EXIT TOWARD W SUBURBS (1.0 MI)
7. KEEP LEFT AT THE FORK TO CONTINUE ON EXIT 18-1A, FOLLOW THE SIGNS FOR ILLINOIS 72/HIGGINS RD/WOODFIELD RD/ILLINOIS 58/GOLF RD (0.5 MI)
8. KEEP LEFT AND MERGE ONTO I-290 E (9.5 MI)
9. KEEP LEFT AT THE FORK TO CONTINUE ON I-355 S, FOLLOW SIGNS FOR INTERSTATE 355/SJOLIET (9.5 MI)
10. TAKE THE EXIT TOWARD CHICAGO/AURORA (1.0 MI)
11. KEEP RIGHT AT THE FORK, FOLLOW SIGNS FOR INTERSTATE 88/CHICAGO/AURORA (0.2 MI)
12. KEEP RIGHT AT THE FORK AND MERGE ONTO I-88 W (133 MI)
13. CONTINUE ONTO IL 5 W (10.4 MI)
14. TAKE THE I-74US-6 W RAMP TO DAVENPORT (0.3 MI)
15. MERGE ONTO I-74US-6 W (0.9 MI)
16. TAKE EXIT 3 FOR AVENUE OF THE CITIES (0.2 MI)
17. MERGE ONTO 19TH ST (0.1 MI)
18. TURN LEFT ONTO 23RD AVE/AVENUE OF THE CITIES (0.5 MI)
19. TURN RIGHT ONTO 16TH ST (0.3 MI)
20. SLIGHT LEFT ONTO 15TH ST PL (0.2 MI)
21. TAKE THE 3RD RIGHT ONTO 17TH AVE (95 FT)

DESTINATION WILL BE ON THE LEFT
TOTAL TRAVEL ESTIMATES: 169 MILES, 2 HOURS 35 MINUTES

PROFESSIONAL LICENSURE

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY COMPLY WITH THE REQUIREMENTS OF APPLICABLE CODES AND ORDINANCES.



LICENSED PROFESSIONAL - STATE OF ILLINOIS

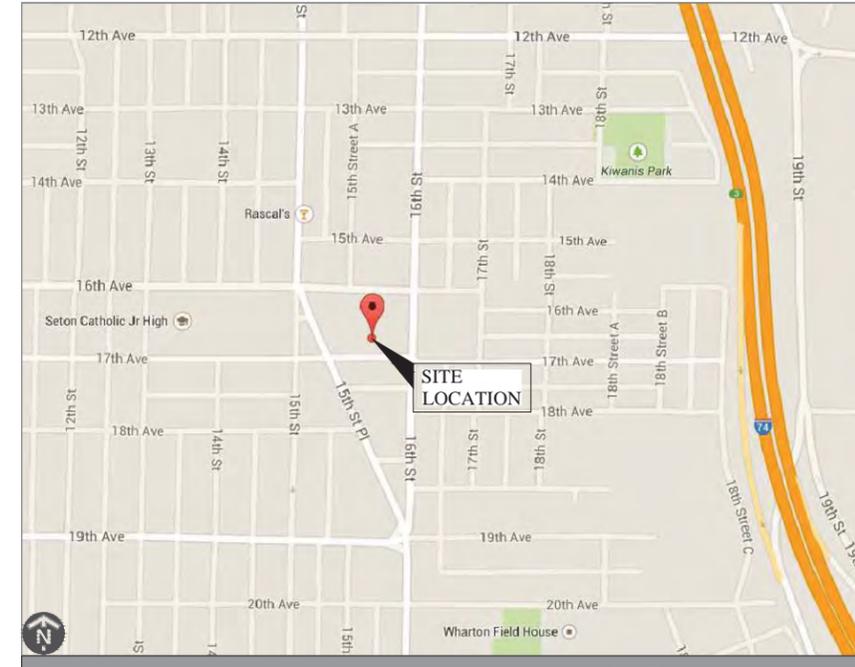
EXPIRES: 11/30/17

SIGNED: 02/08/16

REGIONAL MAP



VICINITY MAP



Know what's below.
Call before you dig.

CALL J.U.L.I.E.
FOR UNDERGROUND
UTILITIES PRIOR TO DIGGING
811 OR 1-800-892-0123

GTE WIRELESS MIDWEST, INC.

d/b/a VERIZON WIRELESS

SCOPE OF WORK

(1) NEW LESSEE 11'-6"X25'-5 1/2" EQUIPMENT SHELTER, (9) NEW ANTENNAS, (3) NEW AWS RRH UNITS W/ (3) A2 BOXES, (6) NEW TMA'S, (6) NEW DIPLEXERS, (1) NEW TOWER MOUNTED RAYCAP, (12) NEW COAX CABLES AND (1) NEW HYBRID CABLE MOUNTED ON AN EXISTING WATER TANK, W/ NEW 23' HIGH WATER TANK EXTENSION POD (NEW LESSEE ANTENNA CENTERLINE= 143'-0" AGL) (TOP OF EXTENDED WATER TANK TOWER= 144'-0" AGL)

APPROVALS	
REAL ESTATE	_____
CONSTRUCTION	_____
RF	_____
SITE ACQ.	_____
FIELD OPS	_____
LANDLORD	_____

PROJECT NUMBER

20141020733

LOCATION NUMBER

288441

SITE NAME

17TH AVE WT

SITE ADDRESS

1531 17TH AVE
MOLINE, IL 61265

PROJECT INFORMATION

APPLICANTS:	CHICAGO SMSA LIMITED PARTNERSHIP db/a VERIZON WIRELESS 1515 WOODFIELD, SUITE 1000 SCHAUMBURG, IL 60173	LATITUDE:	N 41° 29' 45.84"
LANDLORD:	CITY OF MOLINE 30 18TH ST. MOLINE, IL 61265 GREG SWANSON - UTILITIES GM PHONE: 308-524-2301	LONGITUDE:	W 90° 30' 51.23"
OTHER WATER TOWER TENANT CONTACTS:	U.S. CELLULAR - DAN WHITE (515) 205-0037 DAN.WHITE@USCELLULAR.COM AT&T - KRISTAN KESLER OFFICE: (952) 656-9370 MOBILE: (952) 250-0813 KK318H@ATT.COM	GROUND ELEV.:	697 FT. (AMSL)
		SITE TYPE:	WATER TOWER
		JURISDICTION:	CITY OF MOLINE
		COUNTY:	ROCK ISLAND
		UTILITIES:	
		POWER:	MIDAMERICAN ENERGY CONTACT: CHAD VERYZER (309) 793-3759
		FIBER:	WIN CONTACT: DAN MATSON PHONE: (608) 347-2148
		NATURAL GAS:	MIDAMERICAN ENERGY CONTACT: DEWEY SCHULTZ (309) 793-3639

PROJECT CONTACTS & CODES

PROJECT MANAGER CONTACT:	INSITE, INC. BRYAN LAZUKA PHONE: (847)-833-1154 E-MAIL: LAZUKA@INSITE-INC.COM	CODES:	1. 2012 IBC, IFC, IMC, IFGC WITH LOCAL AMENDMENTS TO THE MOLINE CODE OF ORDINANCES 2. 2011 NEC WITH LOCAL AMENDMENTS TO THE MOLINE CODE OF ORDINANCES 3. 2012 ICCBC, ADMINISTRATIVE PROVISIONS 4. 2004 IPC WITH LOCAL AMENDMENTS TO THE MOLINE CODE OF ORDINANCES 5. 1997 IL ACCESSIBILITY CODE 6. MOLINE CODE OF ORDINANCES 7. INTERNATIONAL ENERGY CONSERVATION CODE (CURRENT EDITION ADOPTED BY THE STATE OF IL) 8. AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE 2012 9. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION 2010 10. TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL TOWER AND ANTENNA SUPPORTING STRUCTURES 11. TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
ENGINEERING & SURVEYING CONTACT:	CONCORDIA WIRELESS GM SADAT, PE PHONE: (847) 981-0801 FAX: (847) 981-0803		
SITE ACQUISITION:	INSITE INC. 2210 MIDWEST ROAD OAK BROOK, IL 60523 MATT GRANT PHONE: (773) 818-0718		

GTE WIRELESS MIDWEST, INC.

d/b/a VERIZON WIRELESS

CONCORDIA, LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011-D.B.A.
CONCORDIA WIRELESS, INC.
361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: NC CHECKED BY: PS
CHECKED BY: RH APPROVED BY: GMS

ISSUED FOR: FINAL CD'S (SHELTER)

No.	Revision/Issue	Date	Initial
A	LEASE EXHIBIT	11/10/14	KC
B	REVISED LEASE EXHIBIT	12/09/14	PS
C	ISSUED FOR REVIEW	12/11/14	JR
D	90% REVIEW	02/24/15	JR
E	90% REVISION	05/08/15	VG/JR
F	CITY COMMENTS	07/13/15	KC
G	FINAL	09/17/15	JR
H	ECR REVISION	10/14/15	JR
I	CITY COMMENTS #2	10/27/15	JR
J	EQUIP. REDESIGN	12/29/15	JR/VG
K	FENCE ADDITION	01/15/16	KC
L	FENCE REVISION	01/19/16	HE
M	FINAL CD'S (SHELTER)	02/08/16	PS

LOCATION # 288441
17TH AVE WT
1531 17TH AVE
MOLINE, IL 61265

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T-1

	NEW ANTENNA		GROUT OR PLASTER
	EXISTING ANTENNA		(E) BRICK
	GROUND ROD		(E) MASONRY
	GROUND BUS BAR		CONCRETE
	MECHANICAL GRND. CONN.		EARTH
	CAD WELD		GRAVEL
	GROUND ACCESS WELL		PLYWOOD
	ELECTRIC BOX		SAND
	TELEPHONE BOX		WOOD CONT.
	LIGHT POLE		WOOD BLOCKING
	FND. MONUMENT		STEEL
	SPOT ELEVATION		CENTERLINE
	SET POINT		PROPERTY/LEASE LINE
	REVISION		MATCH LINE
	GRID REFERENCE		WORK POINT
	DETAIL REFERENCE		GROUND CONDUCTOR
	ELEVATION REFERENCE		BELOW GRADE TELEPHONE CONDUIT
			BELOW GRADE ELECTRICAL CONDUIT
			COAXIAL CABLE
			OVERHEAD ELECTRIC/TELEPHONE CONDUCTORS
			CHAIN LINK FENCING

1 PROJECT SYMBOLS
SCALE: NTS

- REPRESENTATIVES OF THE OWNER MUST BE NOTIFIED AT LEAST TWO FULL DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
- DO NOT SCALE BUILDING DIMENSIONS FROM DRAWINGS.
- ANY DRAIN AND/OR FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-CONSTRUCTED DRAWINGS AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.
- ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.
- CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL OUPS AT (800) - 362-2764 FOR UTILITY LOCATIONS 48 HOURS PRIOR TO START OF CONSTRUCTION.

- ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.
- THE BUILDING DEPARTMENT ISSUING THE BUILDING PERMIT SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK OR AS STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION.
- GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS.
- ALL EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.
- STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY.
- NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.

3 GENERAL NOTES
SCALE: NTS

ABV.	ADDITIONAL	ABOVE FINISHED FLOOR
A.F.F.	ALUM.	ALUMINUM
A.F.G.	ALTERNATE	ANTENNA
ANT.	APPRX.	APPROXIMATE(LY)
ARCH.	ARCHITECT(URAL)	AMERICAN WIRE GAUGE
AWG.	BUILDING	BLOCK
BLDG.	BLK.	BLOCKING
BLK.	BM.	BEAM
BLKG.	BTCW.	BARE TINNED COPPER WIRE
BM.	B.O.F.	BOTTOM OF FOOTING
BTCW.	B/U	BACK-UP CABINET
B.O.F.	CAB.	CABINET
B/U	CANT.	CANTILEVER(ED)
CAB.	C.I.P.	CAST IN PLACE
CANT.	CLG.	CEILING
C.I.P.	CLR.	CLEAR
CLG.	COL.	COLUMN
CLR.	CONC.	CONCRETE
COL.	CONN.	CONNECTION(OR)
CONC.	CONST.	CONSTRUCTION
CONN.	CONT.	CONTINUOUS
CONST.	DBL.	DOUBLE
CONT.	DEPT.	DEPARTMENT
DBL.	DIA.	DIAMETER
DEPT.	DIAG.	DIAGONAL
DIA.	DIM.	DIMENSION
DIAG.	DWG.	DRAWING(S)
DIM.	DWL.	DOWEL(S)
DWG.	EA.	EACH
DWL.	EL.	ELEVATION
EA.	ELEC.	ELECTRICAL
EL.	ELEV.	ELEVATOR
ELEC.	EMT.	ELECTRICAL METALLIC TUBING
ELEV.	ENG.	ENGINEER
EMT.	EQ.	EQUAL
ENG.	EXP.	EXPANSION
EQ.	EXIST.(E)	EXISTING
EXP.	EXT.	EXTERIOR
EXIST.(E)	FAB.	FABRICATION(OR)
EXT.	F.F.	FINISH FLOOR
FAB.	F.G.	FINISH GRADE
F.F.	FIN.	FINISH(ED)
F.G.	FLR.	FLOOR
FIN.	FDN.	FOUNDATION
FLR.	F.O.C.	FACE OF CONCRETE
FDN.	F.O.M.	FACE OF MASONRY
F.O.C.	F.O.S.	FACE OF STUD
F.O.M.	F.O.W.	FACE OF WALL
F.O.S.	F.S.	FINISH SURFACE
F.O.W.	FT.(')	FOOT(FEET)
F.S.	FTG.	FOOTING
FT.(')	G.	GROWTH (CABINET)
FTG.	GA.	GAUGE
G.	GI.	GALVANIZE(D)
GA.	G.F.I.	GROUND FAULT CIRCUIT INTERRUPTER
GI.	GPS.	GLOBAL POSITIONING SYSTEM
G.F.I.	GND.	GROUND
GPS.	HGR.	HANGER
GND.	HT.	HEIGHT
HGR.		
HT.		

ICGB.	ISOLATED COPPER GROUND BUS
IN.(')	INCH(ES)
INT.	INTERIOR
LB.(#)	POUND(S)
L.F.	LINEAR FEET (FOOT)
L.	LONG(TUDINAL)
MAS.	MASONRY
MAX.	MAXIMUM
MDCMC	METRICOM DESIGNATED CONSTRUCTION MANAGEMENT & CONTRACTING
	MECH.
	MFR.
	MIN.
	MISC.
	MTL.
	(N)
	NO.(#)
	N.T.S.
	O.C.
	OPNG.
	PCS
	PLY.
	PLYWOOD
	PRC
	P.S.F.
	P.S.I.
	P.T.
	PWR.
	QTY.
	RAD.(R)
	REF.
	REINF.
	REQD.
	RGS.
	SCH.
	SHT.
	SIM.
	SPEC.
	SO.
	S.S.
	STD.
	STL.
	STRUC.
	STRUC.
	TEMP.
	THK.
	T.O.A.
	T.O.C.
	T.O.F.
	T.O.P.
	T.O.S.
	T.O.W.
	TYP.
	U.G.
	U.L.
	U.N.O.
	V.I.F.
	W
	W/
	WAP.
	WCS
	WT.
	℄
	℄

2 PROJECT ABBREVIATIONS
SCALE: NTS

- ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
- ANY FILLS PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.
- THE GRADES WITHIN THE FENCED-IN AREA ARE TO BE ACHIEVED BY COMPACTING CLEAN FILL TO A DENSITY OF 90% OF STANDARD PROCTOR COVERING THE AREA WITH 6 MIL. VISQUENE (1" OVERLAP AT SEAMS) FOR WEED SUPPRESSION, THEN ACHIEVING FINISH GRADE BY ADDING 6" OF 3/4" CRUSHED STONE-NO FINES.
- CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SO THAT NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE.
- ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE PROTECTED.
- GC TO HIRE JULIE PUBLIC & PRIVATE LOCATE SERVICE IN ORDER TO LOCATE AND PROTECT ANY AND ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
- THESE PLANS MAY NOT CONTAIN OR REVEAL ALL SUBSURFACE UTILITIES; GC IS RESPONSIBLE OF LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION

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MIDWEST, INC.**
d/b/a VERIZON WIRELESS

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DRAWN BY: NC	CHECKED BY: PS
CHECKED BY: RH	APPROVED BY: GMS

GHAZWAN M. SADAT
062-061844
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
Gy Sadat.

LOCATION # 288441
17TH AVE WT
1531 17TH AVE
MOLINE, IL 61265

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
SP-1

GENERAL NOTES:

1. CONTRACTOR TO FURNISH AND INSTALL THE FOLLOWING:

THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL OTHER MATERIALS FOR THE COMPLETE INSTALLATION OF THE SITE INCLUDING, BUT NOT LIMITED TO, SUCH MATERIALS AS FENCING, STRUCTURAL STEEL SUPPORTING SUB-FRAME FOR PLATFORM, ROOFING LABOR AND MATERIALS, GROUNDING RINGS, GROUNDING WIRES, COPPER-CLAD OR XIT CHEMICAL GROUND ROD(S), BUSS BARS, TRANSFORMERS AND DISCONNECT SWITCHES WHERE APPLICABLE, TEMPORARY ELECTRICAL POWER, CONDUIT, LANDSCAPING COMPOUND STONE, CRANES, CORE DRILLING, SLEEPERS AND RUBBER MATTING, REBAR, CONCRETE CAISSONS, PADS AND/OR AUGER MOUNTS, MISCELLANEOUS FASTENERS, CABLE TRAYS, NON-STANDARD ANTENNA FRAMES AND ALL OTHER MATERIAL AND LABOR REQUIRED TO COMPLETE THE JOB ACCORDING TO THE DRAWINGS AND SPECIFICATIONS.

IT IS THE POSITION OF VERIZON WIRELESS TO APPLY FOR PERMITTING AND CONTRACTOR RESPONSIBLE FOR PICKUP AND PAYMENT OF REQUIRED PERMITS.

2. VERIZON WIRELESS FURNISHED EQUIPMENT SHALL BE PICKED-UP AT THE VERIZON WIRELESS WAREHOUSE, NO LATER THAN 48HR AFTER BEING NOTIFIED INSURED, STORED, UNCRATED, PROTECTED AND INSTALLED BY THE

CONTRACTOR WITH ALL APPURTENANCES REQUIRED TO PLACE THE EQUIPMENT IN OPERATION, READY FOR USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EQUIPMENT AFTER PICKING UP.

3. ALL EQUIPMENT FURNISHED AND WORK PERFORMED UNDER THE CONTRACT DOCUMENTS SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE, UNLESS NOTED OTHERWISE. ANY FAILURE OF EQUIPMENT OR WORK DUE TO DEFECTS IN MATERIALS OR WORKMANSHIP SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER.

4. ALL WORK, MATERIAL, AND EQUIPMENT SHALL COMPLY WITH ALL REQUIREMENTS OF THE LATEST EDITIONS AND INTERIM AMENDMENTS OF THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL ELECTRICAL SAFETY CODE, OSHA, AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES. ALL ELECTRICAL EQUIPMENT PROVIDED UNDER THIS CONTRACT SHALL BE NEW (EXCEPT WHERE OTHERWISE NOTED) AND SHALL COMPLY WITH THE REQUIREMENTS OF THE UNDERWRITERS' LABORATORIES (U.L.) AND BEAR THE U.L. LABEL.

5. VERIZON WIRELESS OR HIS ARCHITECT/ENGINEER RESERVES THE RIGHT TO REJECT ANY EQUIPMENT OR MATERIALS WHICH, IN HIS OPINION ARE NOT IN COMPLIANCE WITH THE CONTRACT DOCUMENTS, EITHER BEFORE OR AFTER INSTALLATION AND THE EQUIPMENT SHALL BE REPLACED WITH EQUIPMENT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS BY THE CONTRACTOR AT NO COST TO THE OWNER OR HIS ARCHITECT/ENGINEER.

6. THE CONTRACTOR SHALL SUPPORT, BRACE AND SECURE EXISTING STRUCTURE AS REQUIRED. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PROTECTION OF ANY EXISTING STRUCTURES DURING CONSTRUCTION. FIELD VERIFY ALL EXISTING DIMENSIONS WHICH AFFECT THE NEW CONSTRUCTION.

7. THE CONTRACTOR SHALL NOT ALLOW OR CAUSE ANY OF THE WORK TO BE COVERED UP OR ENCLOSED UNTIL IT HAS BEEN INSPECTED BY THE GOVERNING AUTHORITIES. ANY WORK THAT IS ENCLOSED OR COVERED UP BEFORE SUCH INSPECTION AND TEST SHALL BE UNCOVERED AT THE CONTRACTOR'S EXPENSE; AFTER IT HAS BEEN INSPECTED, THE CONTRACTOR SHALL RESTORE THE WORK TO ITS ORIGINAL CONDITION AT HIS OWN EXPENSE.

8. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER (VERIZON WIRELESS) ASSUME NO RESPONSIBILITY WHATEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL SAID UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING AFFECTED UTILITIES.

GENERAL NOTES (CONTD):

9. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE PROJECT MANAGER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS OWN RISK AND EXPENSE.

10. CONTRACTORS SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, DEBRIS, WEEDS, BRUSH, OR ANY OTHER DEPOSITS REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE BY THE CONTRACTOR.

11. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY THE CONTRACTOR WITH LOCAL GAS, ELECTRIC, TELEPHONE, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.

12. DURING CONSTRUCTION, THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN THE UTILITIES OF THE BUILDING/SITE WITHOUT INTERRUPTION. SHOULD IT BE NECESSARY TO INTERRUPT ANY SERVICE OR UTILITY, THE CONTRACTOR SHALL SECURE PERMISSION IN WRITING FROM THE BUILDING/PROPERTY OWNER FOR SUCH INTERRUPTION, AT LEAST 72 HOURS IN ADVANCE. ANY INTERRUPTION SHALL BE MADE WITH A MINIMUM AMOUNT OF INCONVENIENCE TO THE BUILDING/PROPERTY OWNER AND ANY SUCH SHUTDOWN TIME SHALL BE COORDINATED WITH THE BUILDING/PROPERTY OWNER.

13. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION.

14. CONTRACTOR SHALL SUBMIT AT THE END OF THE PROJECT A COMPLETE SET OF AS BUILT DRAWINGS TO VERIZON WIRELESS'S PROJECT ENGINEER.

15. GC WILL NOT START THE CONSTRUCTION UNTIL AFTER THEY RECEIVE THE PRE CON PACKAGE AND HAVE A PRE CON WALK WITH THE PROJECT MANAGER.

DIVISION 2 - SITE WORK:

1. THE CONTRACTOR SHALL CALL UTILITIES PRIOR TO THE START OF CONSTRUCTION. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE PROJECT MANAGER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT LIMITED TO:

- A. FALL PROTECTION
B. CONFINED SPACE
C. ELECTRICAL SAFETY
D. TRENCHING AND EXCAVATION

2. REMOVE FROM SITE/OWNER'S PROPERTY ALL WASTE MATERIALS, UNUSED EXCAVATED MATERIAL INCLUDING MATERIAL CLASSIFIED UNSATISFACTORY, CONTAMINATED OR DANGEROUS TRASH AND DEBRIS, AND DISPOSE OF IN A LEGAL MANNER.

3. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING.

4. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE BUILDING OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH.

5. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, AS REQUIRED DURING CONSTRUCTION.

6. CONTRACTOR IS RESPONSIBLE FOR LAYOUT AND CONSTRUCTION STAKING. CONTRACTOR SHALL ESTABLISH GRADE AND LINE STAKES PRIOR TO CONSTRUCTION.

7. CONCORDIA DOES NOT GUARANTEE OR WARRANT THAT THE AFOREMENTIONED EASEMENTS ARE SUFFICIENT FOR CONSTRUCTION TRAFFIC. GC SHALL CONSULT WITH A VERIZON REPRESENTATIVE AND LANDLORD WITH EXACT LOGISTICS TO FACILITATE CONSTRUCTABILITY OF THE SITE AND DELIVERY OF CRITICAL MATERIALS SUCH AS THE TOWER, STEEL, CONCRETE AND CRANES TO THE PROPOSED LEASE AREA. GC SHALL RESTORE SITE TO ORIGINAL CONDITIONS AND REPLACE ANY AND ALL DISTURBED TREES OR LANDSCAPING.

8. CONCORDIA IS NOT RESPONSIBLE FOR THE MAINTENANCE AND/OR OPERATIONAL FEASIBILITY.

9. SCOPE OF WORK FOR THESE PLANS DOES NOT INVOLVE VALUE ENGINEERING AS WELL AS MAINTAINABILITY OPERATIONS OF THE SITE, ACCESS OR UTILITIES.

DIVISION 3 - CONCRETE:

1. MINIMUM ALLOWABLE CONCRETE COMPRESSIVE STRENGTH SHALL BE 4000 PSI AT 28 DAYS WHEN TESTED IN ACCORDANCE WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS METHODS STANDARDS ASTM C172, ASTM C31 AND ASTM C39 UNLESS OTHERWISE NOTED.

2. CONCRETE FOR ALL FOUNDATIONS: 540 LBS PER CUBIC YARD OF CONCRETE MINIMUM CEMENT CONTENT FOR 1-INCH MAXIMUM SIZE AGGREGATE, SLUMP RANGE 3 INCHES TO 5 INCHES, TOTAL AIR CONTENT 4 PERCENT TO 7 PERCENT BY VOLUME. AIR ENTRAINING ADMIXTURE REQUIRED TO CONTROL TOTAL AIR CONTENT, WATER REDUCING ADMIXTURE PERMITTED TO OBTAIN SLUMP OVER 3-INCHES.

3. ALL CONCRETE CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI 318) BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND (ACI 301) STANDARD SPECIFICATION FOR STRUCTURAL CONCRETE.

4. REBARS SHALL BE ASTM A-615 DEFORMED TYPE WITH MINIMUM YIELD STRENGTH OF 60,000 PSI (40,000 PSI GRADE MAY BE USED FOR TIES & STIRRUPS).

WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.

5. DETAILING SHALL BE IN ACCORDANCE WITH MANUAL OF STANDARD PRACTICE OF DETAILING REINFORCED CONCRETE STRUCTURES (ACI STD-315 LATEST EDITION).

6. CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4" UNLESS OTHERWISE NOTED.

7. REINFORCING STEEL SHALL BE ACCURATELY PLACED AND ADEQUATELY SECURED IN POSITION. LOCATION OF REINFORCEMENT SHALL BE INDICATED ON THE DRAWINGS. THE FOLLOWING MINIMUM COVER (INCHES) FOR REINFORCEMENT SHALL BE PROVIDED, EXCEPT AS NOTED ON DRAWINGS.

- MINIMUM COVER (INCHES)
CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH ... 3"
EXPOSED TO EARTH OR WEATHER:
#6 THROUGH #18 ... 2"
#5 BAR AND SMALLER ... 1-1/2"

8. TESTS
CONCRETE MATERIALS AND OPERATIONS SHALL BE TESTED AND INSPECTED BY THE ENGINEER AS THE WORK PROGRESSES. FAILURE TO DETECT ANY DEFECTIVE WORK OR MATERIAL SHALL NOT IN ANY WAY PREVENT LATER REJECTION WHEN SUCH DEFECT IS DISCOVERED NOR SHALL IT OBLIGATE THE ENGINEER FOR FINAL ACCEPTANCE.

A. FIVE CONCRETE TEST CYLINDERS SHALL BE TAKEN OF THE TOWER PIER FOUNDATION. TWO SHALL BE TESTED @ THREE DAYS, TWO @ TWENTY-EIGHT DAYS. THE FIFTH CYLINDER SHALL BE KEPT SEPARATELY, IF REQUIRED TO BE USED IN THE FUTURE.

B. ONE ADDITIONAL TEST CYLINDER SHALL BE TAKEN DURING COLD WEATHER AND CURED ON SITE UNDER SAME CONDITIONS AS CONCRETE IT REPRESENTS.

C. ONE SLUMP TEST SHALL BE TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN.

9. PLACING CONCRETE
A. THE ENGINEER SHALL BE NOTIFIED NOT LESS THAN 24 HOURS IN ADVANCE OF CONCRETE PLACEMENT, UNLESS INSPECTION IS WAIVED IN EACH CASE, PLACING OF CONCRETE SHALL BE PERFORMED ONLY IN THE PRESENCE OF THE ENGINEER. CONCRETE SHALL NOT BE PLACED UNTIL ALL FORMWORK, EMBEDDED PARTS, STEEL REINFORCEMENT, FOUNDATION SURFACES AND JOINTS INVOLVED IN THE PLACING HAVE BEEN APPROVED, AND UNTIL FACILITIES ACCEPTABLE TO THE VERIZON WIRELESS REPRESENTATIVE HAVE BEEN PROVIDED AND MADE READY FOR ACCOMPLISHMENT OF THE WORK AS SPECIFIED. CONCRETE MAY NOT BE ORDERED FOR PLACEMENT UNTIL ALL ITEMS HAVE BEEN APPROVED AND VERIZON WIRELESS HAS PERFORMED A FINAL INSPECTION AND GIVEN APPROVAL TO START PLACEMENT IN WRITING.
B. PLACEMENT OF CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301.

10. PROTECTION
A. IMMEDIATELY AFTER PLACEMENT, THE CONTRACTOR SHALL PROTECT THE CONCRETE FROM PREMATURE DRYING, EXCESSIVELY HOT OR COLD TEMPERATURES, AND MECHANICAL INJURY. FINISHED WORK SHALL BE PROTECTED.
B. CONCRETE SHALL BE MAINTAINED WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSTANT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.

C. ALL CONCRETE SHALL BE WATER CURED BY CONTINUOUS (NOT PERIODIC) FINE MIST SPRAYING OR SPRINKLING ALL EXPOSED SURFACES. WATER SHALL BE CLEAN AND FREE FROM ACID, ALKALI, SALTS, OIL SEDIMENT, AND ORGANIC MATTER. SUCCESSFUL CURING SHALL BE OBTAINED BY USE OF AN AMPLE WATER SUPPLY UNDER PRESSURE IN PIPES, WITH ALL NECESSARY APPLIANCES OF SPRINKLERS, AND SPRAYING DEVICES.

DIVISION 5 - STRUCTURAL STEEL:

1. DETAIL, FABRICATE AND ERECT STRUCTURAL STEEL IN ACCORDANCE WITH THE LATEST AISC MANUAL OF STEEL CONSTRUCTION (ASD), AWS D1.1, AND THE BASIC BUILDING CODE. STRUCTURAL STEEL SHALL BE AS FOLLOWS:

- A. ASTM A36, GRADE 36; ROLLED STEEL, RODS, PLATES, U-BOLTS AND ANCHOR BOLTS.
B. ASTM A325 BOLTS, BEARING TYPE
C. ALL STEEL SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123.

2. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING AND/OR BRACING WHERE REQUIRED DURING CONSTRUCTION UNTIL ALL CONNECTIONS ARE COMPLETE.

3. ANY FIELD CHANGES OR SUBSTITUTIONS SHALL HAVE PRIOR APPROVAL FROM THE ENGINEER, AND LESSEE PROJECT MANAGER IN WRITING

4. TIGHTEN HIGH STRENGTH BOLTS TO A SNUG TIGHT CONDITION WHERE ALL PLIES IN A JOINT ARE IN FIRM CONTACT BY EITHER

- A. A FEW IMPACTS OF AN IMPACT WRENCH
B. THE FULL EFFORT OF A PERSON USING A SPUD WRENCH.

5. WELDING
A. ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS. CERTIFICATION DOCUMENTS SHALL BE MADE AVAILABLE FOR ENGINEER'S AND/OR OWNER'S REVIEW IF REQUESTED.

B. WELDING ELECTRODES FOR MANUAL SHIELDED METAL ARC WELDING SHALL CONFORM TO ASTM A-233, E70 SERIES. BARE ELECTRODES AND GRANULAR FLUX USED IN THE SUBMERGED ARC PROCESS SHALL CONFORM TO AISC SPECIFICATIONS.

C. FIELD WELDING SHALL BE DONE AS PER AWS D1.1 REQUIREMENTS VISUAL INSPECTION IS ACCEPTABLE.

6. PROTECTION
A. UPON COMPLETION OF ERECTION INSPECT ALL GALVANIZED STEEL AND PAINT ANY FIELD CUTS, WELDS, OR GALVANIZED BREAKS WITH ZINC BASED PAINT. COLOR TO MATCH THE GALVANIZING PROCESS.

DIVISION 13 - SPECIAL CONSTRUCTION

ANTENNA INSTALLATION

WORK INCLUDED:

1. A. ANTENNAS AND COAXIAL CABLES ARE FURNISHED BY VERIZON WIRELESS UNDER A SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION CONTRACTOR IN TERMS OF COORDINATION AND SITE ACCESS. ERECTION SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PERSONNEL AND PROPERTY.

B. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND VERIZON WIRELESS SPECIFICATIONS.

C. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.

D. INSTALL FURNISHED GALVANIZED STEEL OR ALUMINUM WAVEGUIDE AND PROVIDE PRINTOUT OF THAT TEST.

E. CONTRACTOR SHALL PROVIDE FOUR (4) SETS OF SWEEP TESTS USING ANRITZU-PACKARD 8713B RF SCALAR NETWORK ANALYZER. SUBMIT FREQUENCY DOMAIN REFLECTOMETER(FDR) TESTS RESULTS TO THE PROJECT MANAGER. SWEEP TESTS SHALL BE AS PER ATTACHED RFS "MINIMUM FIELD TESTING RECOMMENDED FOR ANTENNA AND HELIAX COAXIAL CABLE SYSTEMS" DATED 10/5/93. TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING SERVICE AND BE BOUND AND SUBMITTED WITHIN ONE WEEK OF WORK COMPLETION.

F. INSTALL COAXIAL CABLES AND TERMINATING BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. WEATHERPROOF ALL CONNECTORS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL CABLE THREE (3) FEET IN EXCESS OF ENTRY PORT LOCATION UNLESS OTHERWISE STATED.

G. ANTENNA AND COAXIAL CABLE GROUNDING:
1. ALL EXTERIOR #6 GREEN GROUND WIRE "DAISY CHAIN" CONNECTIONS ARE TO BE WEATHER SEALED WITH RFS CONNECTOR/SPLICE WEATHERPROOFING KIT #221213 OR EQUAL.
2. ALL COAXIAL CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL CABLE (NOT WITHIN BENDS).

GTE WIRELESS
MIDWEST, INC.
d/b/a VERIZON WIRELESS

CONCORDIA, LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011- D.B.A.
CONCORDIA WIRELESS, INC.
361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: NC CHECKED BY: PS
CHECKED BY: RH APPROVED BY: GMS



Handwritten signature: G. Y. Sadat.

LOCATION # 288441
17TH AVE WT
1531 17TH AVE
MOLINE, IL 61265

SHEET TITLE:
GENERAL NOTES
& SPECIFICATIONS

SHEET NUMBER:
SP-2

LEGEND

	Light Post		Found Section Corner Monument
	Power Pole		Found or Set Monument
	Telephone Pedestal		Found or Set Cut Cross
	Fence		Measured
	Railroad Tracks		Record
	Centerline (60.00')		Document Number
	Section Line		Building
	Underground Electric Line		Access Easement
	Underground Fiber Optic Line		Utility Easement
	Underground Communication Line		Gas & Utility Easement
	Underground Gas Line		Lease Site Area
	Underground Storm Line		
	Underground Water Line		
	AGL Above Ground Level		
	POC Point of Commencement		
	POB Point of Beginning		

LOCATION MAP

NOT TO SCALE

SURVEY NOTES

EASEMENTS AND SETBACKS SHOWN HEREON ARE BASED UPON THE RECORDED SUBDIVISION PLAT UNLESS NOTED OTHERWISE.

THE SURVEYOR EXPRESSES NO OPINION AS TO THE ACCURACY OF ANY UNDERGROUND UTILITIES WHEN NOT READILY VISIBLE FROM THE SURFACE. IT IS RECOMMENDED THAT THE APPROPRIATE GOVERNMENTAL AGENCY, MUNICIPALITY AND/OR UTILITY COMPANY BE CONTACTED FOR VERIFICATION. (Julies Dig No.: A3490361)

THE PERMANENT PARCEL INDEX NUMBER FOR THE PROPERTY ENCMBERED BY THE LEASE SITE AND EASEMENT HEREON IS 17-05-200-049.

THE FLOOD INSURANCE RATE MAP SHOWS THAT THE PROPERTY DESCRIBED HEREON IS FALLING WITHIN ZONE "X", ACCORDING TO THE COMMUNITY PANEL NUMBER 170591 0310 F, CITY OF MOLINE, MAP NUMBER 17161C0310F, ROCK ISLAND COUNTY, ILLINOIS AND INCORPORATED AREAS, MAP REVISED APRIL 5, 2010. ZONE "X" IS AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, AND IDENTIFIED AS FILE NUMBER: 143547, REFERENCE FILE NUMBER: 021403638, WITH AN EFFECTIVE DATE OF AUGUST 31, 2015.

BENCHMARK INFO

SOURCE BENCHMARK: NGS MONUMENT
 DESIGNATION: ROC74 1A
 PID: AH3060
 STATE / COUNTY: IL / ROCK ISLAND
 USGS QUAD: SILVIS (1991)
 ELEVATION = 567.33' (NAVD88)

WATER TOWER HEIGHTS INFO.

TOP OF ANTENNA PANEL 137.8' AGL
 BOTTOM OF ANTENNA PANEL 129.8' AGL

TOP OF ANTENNA PANEL 129.5' AGL
 BOTTOM OF ANTENNA PANEL 121.6' AGL

TOP OF HATCH 128.2' AGL
 TOP TOP TANK 121.5' AGL

TOP PAINTER RING 69.7' AGL
 MIDDLE PAINTER RING 64.2' AGL
 BOTTOM PAINTER RING 58.7' AGL

JULIES TICKET:
 Dig No.: A3490361

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, WEST ZONE, NAD83 (2011)

MEAN MAGNETIC DECLINATION OBTAINED FROM U.S.G.S. 7 1/2 MINUTE SERIES MAP MILAN QUADRANGLE STATE OF ILLINOIS - IOWA

LATITUDE: N 41° 29' 45.84"
 LONGITUDE: W 090° 30' 51.23"
 AT PROPOSED CENTERLINE OF TOWER
 COMPLIES WITH F.A.A. 1/A ACCURACY REQUIREMENTS

SCALE: 1" = 25'

11" X 17" PRINT IS THE FULL SCALE FORMAT OF THIS SURVEY. ANY OTHER SIZE IS AT AN ADJUSTED SCALE.

LEGAL DESCRIPTIONS

SEE SHEET LS-2 (SHEET 2 OF 3) FOR LEASE AREA AND EASEMENTS DETAILS AND SEE SHEET LS-3 (SHEET 3 OF 3) FOR ALL LEGAL DESCRIPTIONS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF KENDALL } SS

I, CHARLES S. MARSHALL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON, BEING COMPLETED IN THE FIELD ON 1/2/2015 IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION.

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND BOUNDARY SURVEYS SET FORTH BY ILLINOIS STATE LAW.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 17TH DAY OF SEPTEMBER, A.D. 2015.

CHARLES S. MARSHALL
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3377
 LICENSE EXPIRES 11/30/2016

NO.	DATE	REVISION
1.	1/2/2014	FIELD SURVEY COMPLETED
2.	1/7/2015	ISSUED PRELIMINARY SURVEY
3.	2/10/2015	REISSUED PRELIMINARY SURVEY
4.	5/11/2015	REISSUED PRELIMINARY SURVEY
5.	5/11/2015	FINAL SURVEY COMPLETED
6.	9/17/2015	REVISED & REISSUED FINAL SURVEY PER NEW TITLE COMMITMENT



PREPARED BY:

ASMO

ASM Consultants, Inc.
 16 E. Wilson Street, Batavia, IL 60510
 Tel (630) 879-0200 Fax (630) 454-3774
 advanced@advct.com
 Professional Design Firm #184-006014 expires 4/30/2017

PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

PREPARED FOR:

GTE WIRELESS MIDWEST, INC.
 limited partnership
 d/b/a/ Verizon Wireless

Concordia Wireless
 A division of Concordia Group, Ltd.
 361 Randy Road, Suite 101
 Carol Stream, IL 60188

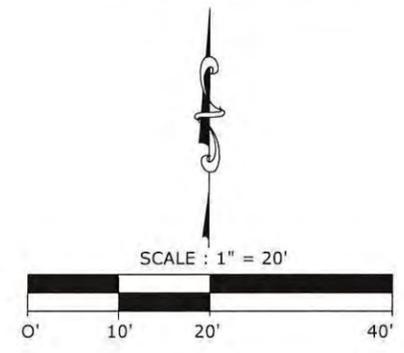
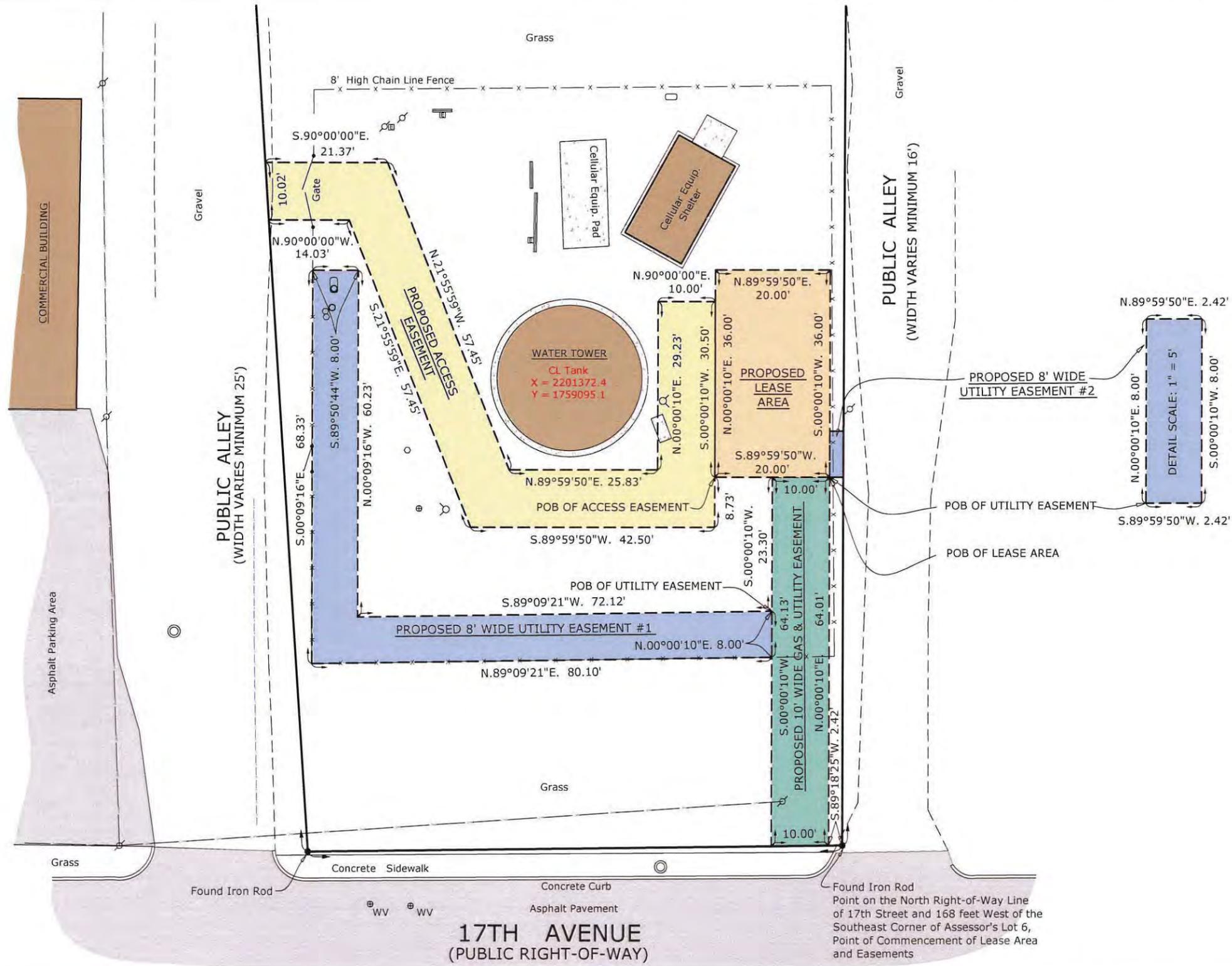
SITE DESIGNATION INFORMATION:

17TH AVE WT
LOCATION NO.: 288441
1531 17TH AVENUE
MOLINE, IL 61265

DRAWN BY: PS
 CHECKED BY: CSM

PROJECT NO. 810005

LS-1



PREPARED BY:

ASM

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NO.	DATE	REVISION
1.	1/2/2014	FIELD SURVEY COMPLETED
2.	8/20/2015	FINAL SURVEY COMPLETED
6.	9/17/2015	REVISED & REISSUED FINAL SURVEY PER NEW TITLE COMMITMENT

SITE DESIGNATION INFORMATION:

17TH AVE WT
LOCATION NO.: 288441
 1531 17TH AVENUE
 MOLINE, IL 61265

DRAWN BY: PS
 CHECKED BY: CSM

PROJECT NO. 810005

LS-2

PARENT TRACT LEGAL DESCRIPTION:

PARCEL 1:
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES WEST, 99.62 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 36.62 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 97.78 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. SAID PREMISES BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, ROCK ISLAND COUNTY, ILLINOIS. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 2:
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 97.78 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.14 FEET TO THE NORTH LINE OF 17TH AVENUE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 93.86 FEET ALONG THE NORTH LINE OF 17TH AVENUE TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PARCEL 3:
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 74.47 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 25.81 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 15 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES WEST, 104.07 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.68 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 101.45 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 4:
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET TO AN IRON STAKE FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 38.45 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 101.45 FEET TO AN IRON STAKE; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 38.10 FEET TO AN IRON STAKE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 99.62 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PROPOSED LEASE AREA LEGAL DESCRIPTION:

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 36.00 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 36.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 720.0 SQUARE FEET.

PROPOSED ACCESS EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 8.73 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 42.50 FEET; THENCE NORTH 21 DEGREES 55 MINUTES 59 SECONDS WEST, 57.45 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 14.03 FEET TO THE EAST LINE OF A PUBLIC ALLEY; THENCE NORTH 03 DEGREES 50 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE, 10.02 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 21.37 FEET; THENCE SOUTH 21 DEGREES 55 MINUTES 59 SECONDS EAST, 57.45 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 25.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 29.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 30.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,431.2 SQUARE FEET.

PROPOSED UTILITY EASEMENT #1 LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

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PROPOSED UTILITY EASEMENT #2 LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 2.42 FEET TO THE WEST LINE OF A PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST ALONG SAID WEST LINE 8.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 2.42 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 19.4 SQUARE FEET.

PROPOSED GAS & UTILITY EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR GAS AND UTILITY EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 64.13 FEET TO SAID RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST ALONG SAID LINE, 10.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 640.6 SQUARE FEET.



PREPARED BY:



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16 E. Wilson Street, Batavia, IL 60510
Tel (630) 879-0200 Fax (630) 454-3774
advanced@advct.com
Professional Design Firm #184-006014 expires 4/30/2017

PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

PREPARED FOR:

GTE WIRELESS MIDWEST, INC.
limited partnership
d/b/a/ Verizon Wireless

Concordia Wireless

A division of Concordia Group, Ltd.
361 Randy Road, Suite 101
Carol Stream, IL 60188

NO.	DATE	REVISION
1.	1/2/2014	FIELD SURVEY COMPLETED
2.	8/20/2015	FINAL SURVEY COMPLETED
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SITE DESIGNATION INFORMATION:

17TH AVE WT
LOCATION NO.: 288441
1531 17TH AVENUE
MOLINE, IL 61265

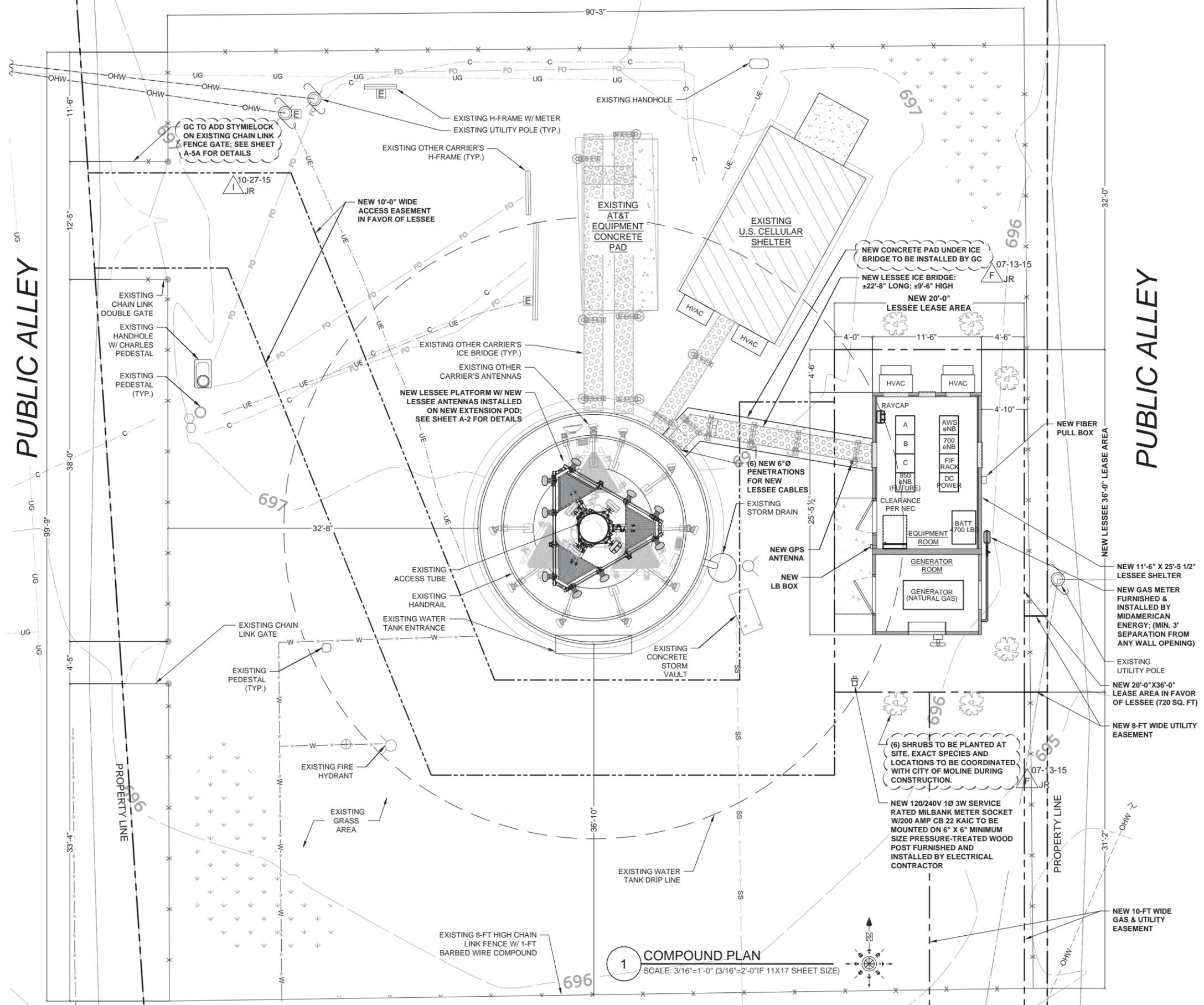
DRAWN BY: PS
CHECKED BY: CSM

PROJECT NO.
810005

LS-3

LEGEND & SYMBOLS

- UTILITY POLE
- SIGN
- TELCO PEDESTAL
- FIRE HYDRANT
- LIGHT STANDARD
- INLET
- CATCH BASIN
- MANHOLE
- TRAFFIC SIGNAL
- ROW MARKER
- IRON PIPE SET
- IRON PIPE FOUND
- BUFFALO BOX
- GROUNDING TEST WELL
- VALVE BOX
- GENERATOR RECEPTACLE
- DECIDUOUS TREE W/SIZE
- CONIFEROUS TREE W/SIZE
- BRUSH
- TREE LINE
- CONTOUR W/ELEVATION
- EXISTING GUARDRAIL
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- OHW --- OVERHEAD WIRES
- OE--- OVERHEAD ELECTRIC LINE
- UE--- UTILITY EASEMENT LINE
- UF--- UNDERGROUND ELECTRIC LINE
- UF--- UNDERGROUND FIBER OPTIC LINE
- UG--- UNDERGROUND GAS LINE
- T--- UNDERGROUND TELECOMM. LINE
- SS/SA--- UNDERGROUND STORM/SANITARY SEWER LINE
- W--- UNDERGROUND WATER LINE
- C--- UNDERGROUND COMMUNICATION/ MONITORING LINE



**GTE WIRELESS
MIDWEST, INC.**
d/b/a VERIZON WIRELESS

CONCORDIA LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011- D.B.A.
CONCORDIA WIRELESS, INC.
361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: NC CHECKED BY: PS
CHECKED BY: RH APPROVED BY: GMS

GHAZWAN M. SADAT
062-061844
LICENSED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

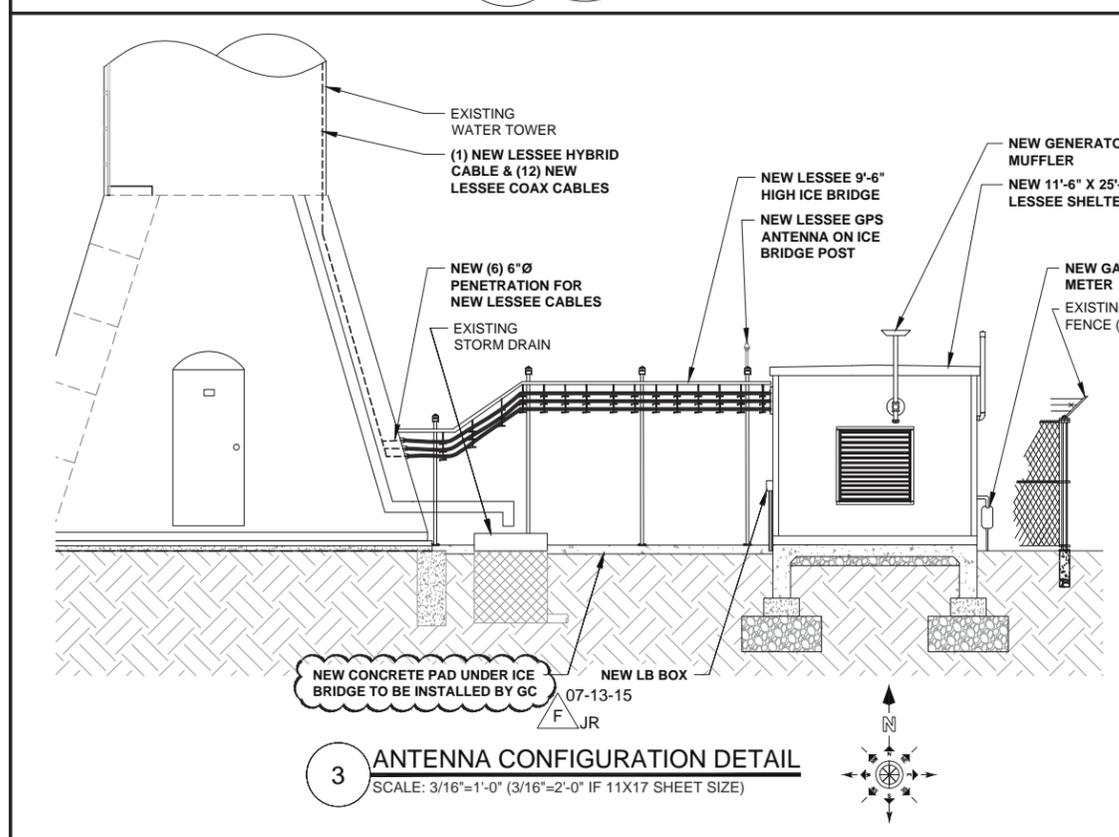
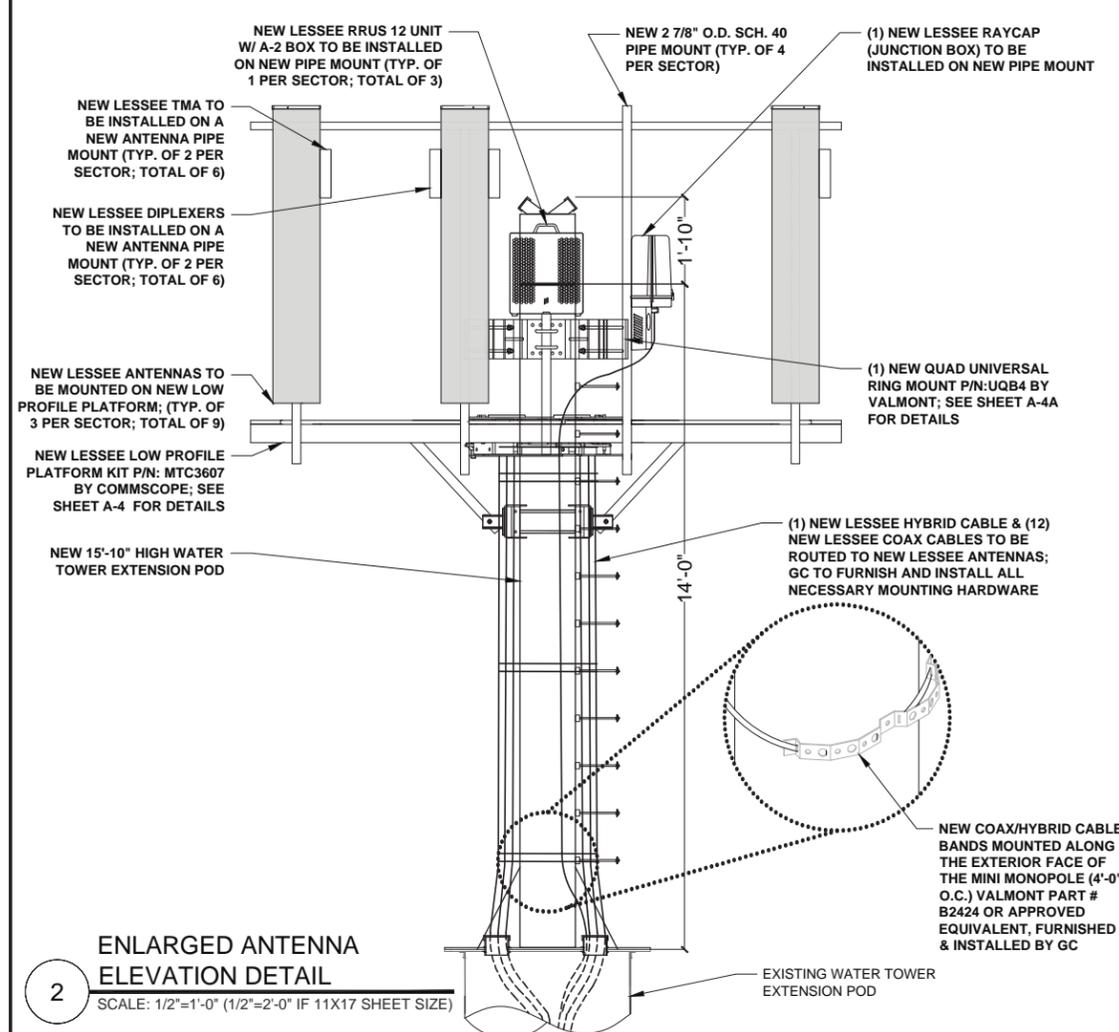
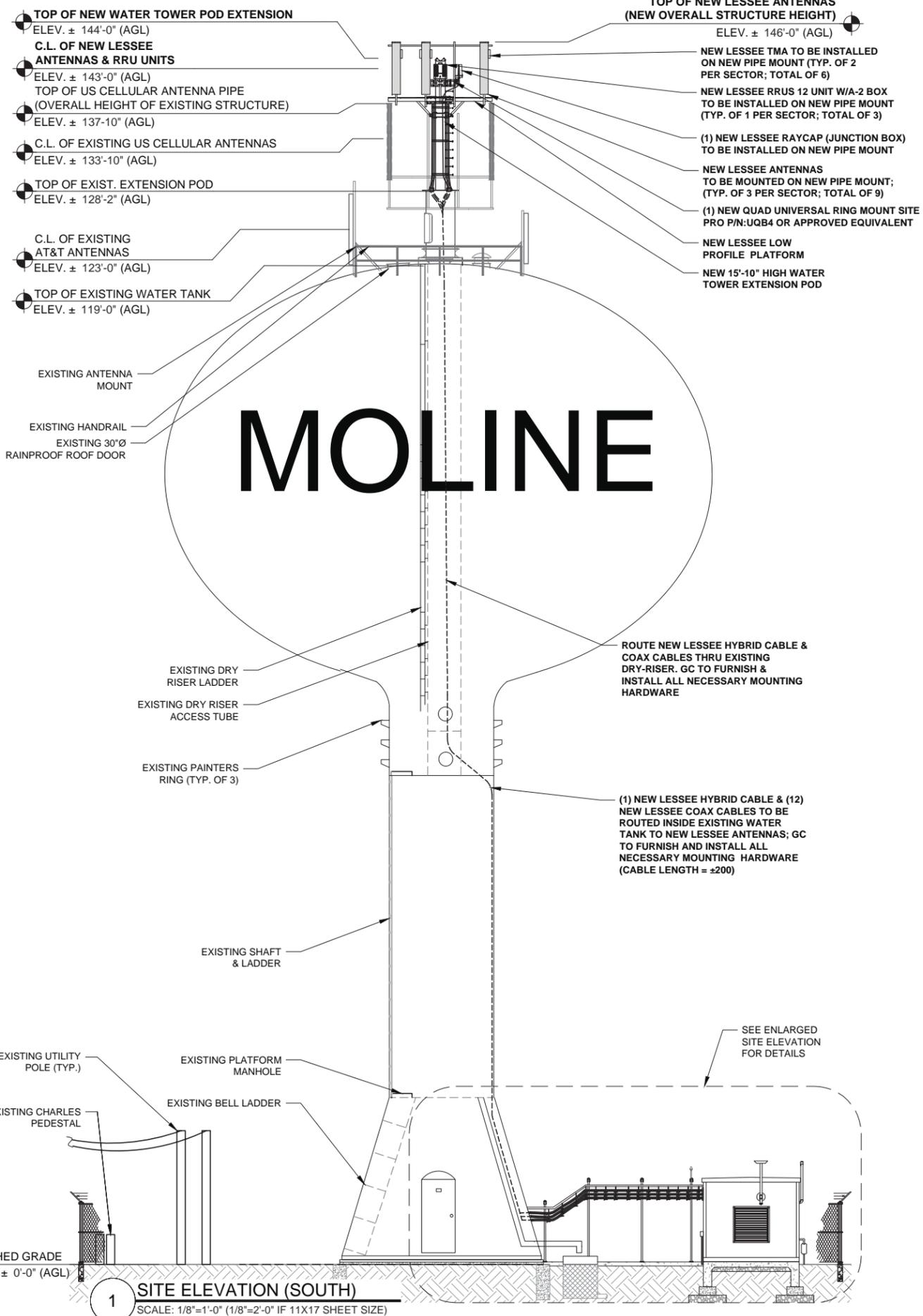
G. Y. Sadat

LOCATION # 288441
17TH AVE WT
1531 17TH AVE
MOLINE, IL 61265

SHEET TITLE:
COMPOUND PLAN

SHEET NUMBER:
A-1

1 COMPOUND PLAN
SCALE: 3/16"=1'-0" (3/16"=2'-0" IF 11X17 SHEET SIZE)



GTE WIRELESS MIDWEST, INC.
d/b/a VERIZON WIRELESS

CONCORDIA, LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011- D.B.A.

CONCORDIA WIRELESS, INC.

361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: NC CHECKED BY: PS

CHECKED BY: RH APPROVED BY: GMS

GHAZWAN M. SADAT
062-061844
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS

G y Sadat.

LOCATION # 288441
17TH AVE WT
1531 17TH AVE
MOLINE, IL 61265

SHEET TITLE:
TOWER ELEVATION

SHEET NUMBER:
A-2 07-13-15
F JR

Prepared by and upon recording
Please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: Browning Park WT)

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum of Water Tower Lease Agreement is made this ____ day of _____, 20__, between the City of Moline, an Illinois municipal corporation, with its principal offices located at 619 16th Street, Moline, Illinois 61265, hereinafter referred to as “LESSOR”, and GTE Wireless of the Midwest Incorporated, an Indiana corporation d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as “LESSEE”. LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the “Agreement”) on _____, 20__ for an initial term of five (5) years, commencing on the Commencement Date. The 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. If at the end of the third (3rd) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, the Agreement shall continue in force upon the same covenants, terms and conditions for one (1) further term of five (5) years.
2. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's water tower, located at 1531 17th Avenue, Moline, Illinois, as shown on the Tax Map of Moline as Parcel Identification Number 080160200, and being part of that real property further described in Document No. 897245, as recorded in the Office of the Rock Island County Recorder, (the entirety of LESSOR's property is referred to hereinafter as the “Property”), together with a 36' x 20' parcel of land sufficient for installation of LESSEE's equipment building (the “Land Space”); 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 over a ten foot (10') wide right-of-way (the “Access Right of Way”), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along two (2) eight foot (8') wide rights-of-way (“Utility Rights of Way”) and a separate ten foot (10') wide right-of-way (“Gas Right of Way”) extending from the nearest public right-of-way, 17th Avenue, to the Land Space. The Tower Space, Land Space, Access Right of Way, Utility Rights of Way, and Gas Right of Way are all hereinafter as the "Premises". The

Premises are as described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. In the event any public utility is unable to use the aforementioned rights-of-way, the LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is April 1, 2016.
4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signature Page Follows]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

City of Moline

By: _____
Scott Raes, Mayor

Attest: _____
Tracy Koranda, City Clerk

Date: _____

Approved as to form:

Maureen Riggs, City Attorney

LESSEE:

**GTE Wireless of the Midwest Incorporated
d/b/a Verizon Wireless**

By: _____

Name: _____

Its: _____

Date: _____

STATE OF ILLINOIS)
)
COUNTY OF ROCK ISLAND)

LESSOR ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that Scott Raes personally came before me this day and acknowledged that he is the Mayor of the City of Moline, an Illinois municipal corporation, and he, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as his own act and deed on behalf of the City of Moline.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

LESSEE ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that Jacque Vallier personally came before me this day and acknowledged that he is the Executive Director - Network of GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and he, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as his own act and deed on behalf of GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT A

**[WRITTEN METES AND BOUNDS OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT]**

PROPERTY:

PARCEL 1:

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES WEST, 99.62 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 36.62 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 97.78 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. SAID PREMISES BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, ROCK ISLAND COUNTY, ILLINOIS. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 2:

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 97.78 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.14 FEET TO THE NORTH LINE OF 17TH AVENUE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 93.86 FEET ALONG THE NORTH LINE OF 17TH AVENUE TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PARCEL 3:

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 74.47 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 25.81 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 15 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES WEST, 104.07 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.68 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 101.45 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 4:

THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET TO AN IRON STAKE FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 38.45 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 101.45 FEET TO AN IRON STAKE; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 38.10 FEET TO AN IRON STAKE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 99.62 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

[Legal Descriptions Continued on Next Page]

EXHIBIT "A"
(continued)

LAND SPACE:

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 36.00 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 36.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 720.0 SQUARE FEET.

ACCESS RIGHT OF WAY:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 8.73 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 42.50 FEET; THENCE NORTH 21 DEGREES 55 MINUTES 59 SECONDS WEST, 57.45 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 14.03 FEET TO THE EAST LINE OF A PUBLIC ALLEY; THENCE NORTH 03 DEGREES 50 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE, 10.02 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 21.37 FEET; THENCE SOUTH 21 DEGREES 55 MINUTES 59 SECONDS EAST, 57.45 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 25.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 29.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 30.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,431.2 SQUARE FEET.

UTILITY RIGHTS OF WAY #1:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 23.30 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 09 MINUTES 21 SECONDS WEST, 72.12 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 16 SECONDS WEST, 60.23 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 44 SECONDS WEST, 8.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 16 SECONDS EAST, 68.33 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 21 SECONDS EAST, 80.10 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING.

UTILITY RIGHTS OF WAY #2:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 2.42 FEET TO THE WEST LINE OF A PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST ALONG SAID WEST LINE 8.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 2.42 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 19.4 SQUARE FEET.

GAS RIGHT OF WAY:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 64.13 FEET TO SAID RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST ALONG SAID LINE, 10.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

**[BOUNDARY SURVEY OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT]**

[see attached survey]

LEGEND

	Light Post		Found Section Corner Monument
	Power Pole		Found or Set Monument
	Telephone Pedestal		Found or Set Cut Cross
	Fence		Measured
	Railroad Tracks		Record
	Centerline (60.00')		Document Number
	Section Line		Building
	Underground Electric Line		Access Easement
	Underground Fiber Optic Line		Utility Easement
	Underground Communication Line		Gas & Utility Easement
	Underground Gas Line		Lease Site Area
	Underground Storm Line		
	Underground Water Line		
	Above Ground Level		
	Point of Commencement		
	Point of Beginning		

LOCATION MAP

NOT TO SCALE

SURVEY NOTES

EASEMENTS AND SETBACKS SHOWN HEREON ARE BASED UPON THE RECORDED SUBDIVISION PLAT UNLESS NOTED OTHERWISE.

THE SURVEYOR EXPRESSES NO OPINION AS TO THE ACCURACY OF ANY UNDERGROUND UTILITIES WHEN NOT READILY VISIBLE FROM THE SURFACE. IT IS RECOMMENDED THAT THE APPROPRIATE GOVERNMENTAL AGENCY, MUNICIPALITY AND/OR UTILITY COMPANY BE CONTACTED FOR VERIFICATION. (Julies Dig No.: A3490361)

THE PERMANENT PARCEL INDEX NUMBER FOR THE PROPERTY ENCOMBERED BY THE LEASE SITE AND EASEMENT HEREON IS 17-05-200-049.

THE FLOOD INSURANCE RATE MAP SHOWS THAT THE PROPERTY DESCRIBED HEREON IS FALLING WITHIN ZONE "X", ACCORDING TO THE COMMUNITY PANEL NUMBER 170591 0310 F, CITY OF MOLINE, MAP NUMBER 17161C0310F, ROCK ISLAND COUNTY, ILLINOIS AND INCORPORATED AREAS, MAP REVISED APRIL 5, 2010. ZONE "X" IS AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, AND IDENTIFIED AS FILE NUMBER: 143547, REFERENCE FILE NUMBER: 021403638, WITH AN EFFECTIVE DATE OF AUGUST 31, 2015.

BENCHMARK INFO

SOURCE BENCHMARK: NGS MONUMENT
 DESIGNATION: ROC74 1A
 PID: AH3060
 STATE / COUNTY: IL / ROCK ISLAND
 USGS QUAD: SILVIS (1991)
 ELEVATION = 567.33' (NAVD88)

WATER TOWER HEIGHTS INFO.

TOP OF ANTENNA PANEL 137.8' AGL
 BOTTOM OF ANTENNA PANEL 129.8' AGL

TOP OF ANTENNA PANEL 129.5' AGL
 BOTTOM OF ANTENNA PANEL 121.6' AGL

TOP OF HATCH 128.2' AGL
 TOP TOP TANK 121.5' AGL

TOP PAINTER RING 69.7' AGL
 MIDDLE PAINTER RING 64.2' AGL
 BOTTOM PAINTER RING 58.7' AGL

JULIES TICKET:
 Dig No.: A3490361

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, WEST ZONE, NAD83 (2011)

MEAN MAGNETIC DECLINATION OBTAINED FROM U.S.G.S. 7 1/2 MINUTE SERIES MAP MILAN QUADRANGLE STATE OF ILLINOIS - IOWA

LATITUDE: N 41° 29' 45.84"
 LONGITUDE: W 090° 30' 51.23"
 AT PROPOSED CENTERLINE OF TOWER
 COMPLIES WITH F.A.A. 1/A ACCURACY REQUIREMENTS

SCALE: 1" = 25'

11" X 17" PRINT IS THE FULL SCALE FORMAT OF THIS SURVEY. ANY OTHER SIZE IS AT AN ADJUSTED SCALE.

LEGAL DESCRIPTIONS

SEE SHEET LS-2 (SHEET 2 OF 3) FOR LEASE AREA AND EASEMENTS DETAILS AND SEE SHEET LS-3 (SHEET 3 OF 3) FOR ALL LEGAL DESCRIPTIONS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF KENDALL } SS

I, CHARLES S. MARSHALL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON, BEING COMPLETED IN THE FIELD ON 1/2/2015 IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION.

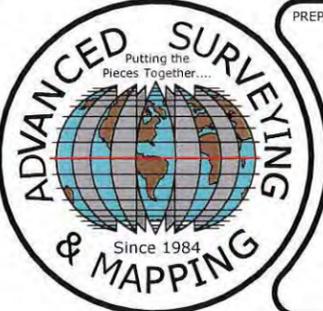
THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND BOUNDARY SURVEYS SET FORTH BY ILLINOIS STATE LAW.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 17TH DAY OF SEPTEMBER, A.D. 2015.

CHARLES S. MARSHALL
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3377
 LICENSE EXPIRES 11/30/2016

NO.	DATE	REVISION
1.	1/2/2014	FIELD SURVEY COMPLETED
2.	1/7/2015	ISSUED PRELIMINARY SURVEY
3.	2/10/2015	REISSUED PRELIMINARY SURVEY
4.	5/11/2015	REISSUED PRELIMINARY SURVEY
5.	5/11/2015	FINAL SURVEY COMPLETED
6.	9/17/2015	REVISED & REISSUED FINAL SURVEY PER NEW TITLE COMMITMENT



PREPARED BY:

ASMO

ASM Consultants, Inc.
 16 E. Wilson Street, Batavia, IL 60510
 Tel (630) 879-0200 Fax (630) 454-3774
 advanced@advct.com
 Professional Design Firm #184-006014 expires 4/30/2017

PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

PREPARED FOR:

GTE WIRELESS MIDWEST, INC.
 limited partnership
 d/b/a/ Verizon Wireless

Concordia Wireless

A division of Concordia Group, Ltd.
 361 Randy Road, Suite 101
 Carol Stream, IL 60188

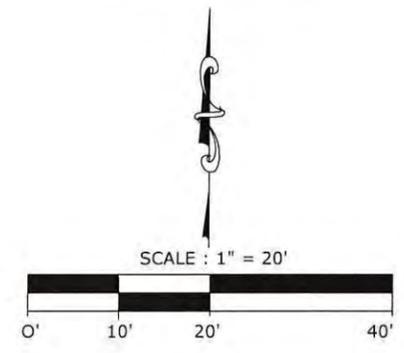
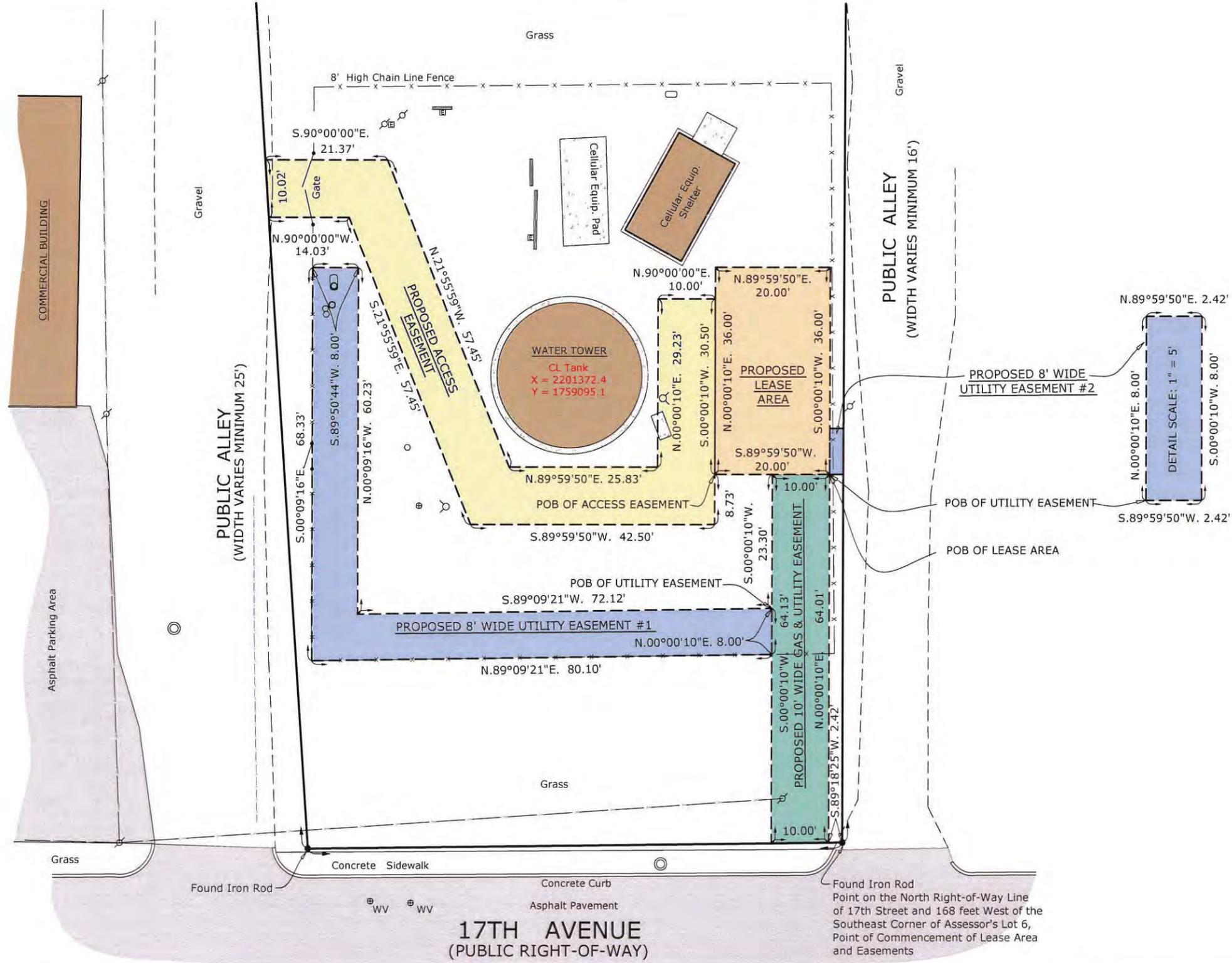
SITE DESIGNATION INFORMATION:

17TH AVE WT
 LOCATION NO.: 288441
 1531 17TH AVENUE
 MOLINE, IL 61265

DRAWN BY: PS
 CHECKED BY: CSM

PROJECT NO.
810005

LS-1
 SHEET 1 OF 3



17TH AVENUE
(PUBLIC RIGHT-OF-WAY)



PREPARED BY:
ASM
 ASM Consultants, Inc.
 16 E. Wilson Street, Batavia, IL 60510
 Tel (630) 879-0200 Fax (630) 454-3774
 advanced@advct.com
 Professional Design Firm #184-006014 expires 4/30/2017

PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

PREPARED FOR:
GTE WIRELESS MIDWEST, INC.
 limited partnership
 d/b/a/ Verizon Wireless

Concordia Wireless
 A division of Concordia Group, Ltd.
 361 Randy Road, Suite 101
 Carol Stream, IL 60188

NO.	DATE	REVISION
1.	1/2/2014	FIELD SURVEY COMPLETED
2.	8/20/2015	FINAL SURVEY COMPLETED
6.	9/17/2015	REVISED & REISSUED FINAL SURVEY PER NEW TITLE COMMITMENT

SITE DESIGNATION INFORMATION:
17TH AVE WT
LOCATION NO.: 288441
1531 17TH AVENUE
MOLINE, IL 61265

DRAWN BY: PS
 CHECKED BY: CSM
PROJECT NO. 810005
LS-2

PARENT TRACT LEGAL DESCRIPTION:

PARCEL 1:
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES WEST, 99.62 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 36.62 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 97.78 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. SAID PREMISES BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, ROCK ISLAND COUNTY, ILLINOIS. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 2:
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 97.78 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.14 FEET TO THE NORTH LINE OF 17TH AVENUE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 93.86 FEET ALONG THE NORTH LINE OF 17TH AVENUE TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PARCEL 3:
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 74.47 FEET FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 25.81 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 15 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES WEST, 104.07 FEET; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 41.68 FEET; THENCE NORTH 87 DEGREES 57 MINUTES EAST, 101.45 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. (FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF 16TH STREET WAS USED AS A TRUE MERIDIAN.)

PARCEL 4:
THAT PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1, PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF 16TH STREET AND 17TH AVENUE, IN THE CITY OF MOLINE, SAID POINT BEING 30 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE MENTIONED ASSESSOR'S LOT 6; THENCE SOUTH 88 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF 17TH AVENUE, A DISTANCE OF 138 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, 41.62 FEET; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 36.02 FEET TO AN IRON STAKE FOR A PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2 DEGREES 42 MINUTES WEST, 38.45 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES WEST, 101.45 FEET TO AN IRON STAKE; THENCE SOUTH 5 DEGREES 23 MINUTES EAST, 38.10 FEET TO AN IRON STAKE; THENCE NORTH 88 DEGREES 10 MINUTES EAST, 99.62 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PROPOSED LEASE AREA LEGAL DESCRIPTION:

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 36.00 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 36.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 720.0 SQUARE FEET.

PROPOSED ACCESS EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 8.73 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 42.50 FEET; THENCE NORTH 21 DEGREES 55 MINUTES 59 SECONDS WEST, 57.45 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 14.03 FEET TO THE EAST LINE OF A PUBLIC ALLEY; THENCE NORTH 03 DEGREES 50 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE, 10.02 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 21.37 FEET; THENCE SOUTH 21 DEGREES 55 MINUTES 59 SECONDS EAST, 57.45 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 25.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 29.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 30.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,431.2 SQUARE FEET.

PROPOSED UTILITY EASEMENT #1 LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 23.30 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 09 MINUTES 21 SECONDS WEST, 72.12 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 16 SECONDS WEST, 60.23 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 44 SECONDS WEST, 8.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 16 SECONDS EAST, 68.33 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 21 SECONDS EAST, 80.10 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,123.1 SQUARE FEET.

PROPOSED UTILITY EASEMENT #2 LEGAL DESCRIPTION:

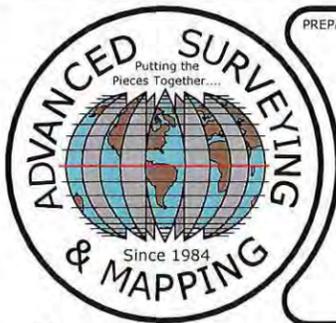
A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 8.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, 2.42 FEET TO THE WEST LINE OF A PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST ALONG SAID WEST LINE 8.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 2.42 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 19.4 SQUARE FEET.

PROPOSED GAS & UTILITY EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR GAS AND UTILITY EASEMENT PURPOSES, BEING A PART OF ASSESSOR'S LOT 6 OF SECTION 5 AS SHOWN ON THE PLAT OF SECTIONS 4, 5, 6 ETC. AS RECORDED IN PLAT BOOK 1 PAGES 38-40 IN THE RECORDER'S OFFICE IN THE COURT HOUSE AT ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 168 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 17TH AVENUE, 2.42 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 64.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 64.13 FEET TO SAID RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST ALONG SAID LINE, 10.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 640.6 SQUARE FEET.



PREPARED BY:



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PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

PREPARED FOR:

GTE WIRELESS MIDWEST, INC.
limited partnership
d/b/a/ Verizon Wireless

Concordia Wireless

A division of Concordia Group, Ltd.
361 Randy Road, Suite 101
Carol Stream, IL 60188

NO.	DATE	REVISION
1.	1/2/2014	FIELD SURVEY COMPLETED
2.	8/20/2015	FINAL SURVEY COMPLETED
6.	9/17/2015	REVISED & REISSUED FINAL SURVEY PER NEW TITLE COMMITMENT

SITE DESIGNATION INFORMATION:

17TH AVE WT
LOCATION NO.: 288441
1531 17TH AVENUE
MOLINE, IL 61265

DRAWN BY: PS
CHECKED BY: CSM

PROJECT NO.
810005

LS-3