

NOTICE OF MEETING
TUESDAY, May 14, 2013
6:00 p.m.

Park District of Highland Park
Board of Park Commissioners
West Ridge Center
636 Ridge Rd.
Highland Park, IL 60035

WORKSHOP MEETING AGENDA

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **CLOSED SESSION PURSUANT TO THE FOLLOWING SECTIONS OF THE OPEN MEETINGS ACT:** Section 2(c)1 – the appointment, employment, compensation, discipline of the District including legal counsel for the District; Section 2(c)5 – the purchase or lease of real estate including discussion on whether a certain parcel of property should be acquired; Section (c)6 – the setting of a price for sale or lease of property owned by the District; Section (c) 11 – litigation against or on behalf of the District or where the District finds that an action is probable or imminent; Section 2(c) 21 – the discussion of minutes lawfully closed under the Act, whether for the purposes of approval of said minutes or for conducting the semi-annual review of the minutes as set forth in section 2.06 of the Act.; Section 2(c) 29 - for discussions between internal or external auditors and the Board. Possible action by the Board on items discussed in closed session.
- IV. **ADDITIONS TO THE AGENDA**
- V. **ROSEWOOD BEACH COVENANT**
- VI. **CENTRAL PARK STAIRS**
- VII. **IMRF RESOLUTION 13-5**
- VIII. **SIGNATORY RESOLUTION 13-6**
- IX. **CLOVERDALE PARK – CELLULAR SITE**
- X. **SENIOR AND YOUTH ADVISORY COMMITTEES**
- XIV. **REVIEW OF VOUCHERS**
- XV. **OPEN TO PUBLIC TO ADDRESS BOARD**
- XVI. **ADJOURNMENT**

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the Park District's ADA Compliance Officer, Liza McElroy, at the Park District's Administrative Office, 636 Ridge Road, Highland Park, IL Monday through Friday from 8:30 a.m. until 5:00 p.m. at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. Telephone number 847-831-3810; fax number 847-831-0818.



MEMORANDUM

Date: May 9, 2013

To: Board of Commissioners

From: Executive Director McElroy

Re: **ROSEWOOD BEACH RESTRICTIVE COVENANT**

On January 14, 2013, the City Council approved an Ordinance that permitted the Park District to go forward with the Rosewood Beach improvements. The improvements are to be constructed within the City's "Lake Michigan Protection Overlay Zone".

Pursuant to Section 150,703.1 of the Zoning Code and Section 3.1 of the Ordinance, the approval of the permit for the improvements is conditioned upon the execution and recordation by the owner of the this Restrictive Covenant against the property.

The covenant is designed to insure that the owner intends to maintain the property as planned. The Park District reserves the right to demolish or remove improvements with the requirements set forth in the Zoning Code.

Staff would recommend the approval of the Restrictive Covenant for Rosewood Beach.

**THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:**

Steven M. Elrod
Holland & Knight LLP
131 South Dearborn, 30th Floor
Chicago, IL 60603

For Recorder's Use Only

RESTRICTIVE COVENANT

(Rosewood Park Beach - 45 Roger Williams Avenue and 883 Sheridan Road)

THIS RESTRICTIVE COVENANT ("Restrictive Covenant") is made this ____ day of _____, 2013, by the **PARK DISTRICT OF HIGHLAND PARK ("Owner" or "Park District")**, an Illinois unit of local government and the owner of record title to the parcel of real estate commonly known as Rosewood Park Beach, located at 45 Roger Williams Avenue and 883 Sheridan Road, Highland Park, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Restrictive Covenant ("**Property**").

NOW, THEREFORE, THE OWNER DECLARES that the Property and all portions thereof are and shall be held, transferred, sold, conveyed, used, and occupied consistent with the mission of the Park District and in accordance with the Park District Code of the State of Illinois, and subject to the covenants set forth in this Restrictive Covenant, which covenants are for the purpose of protecting the value and desirability of the Property and other properties in the City of Highland Park ("**City**").

SECTION 1. BACKGROUND.

A. On January 14, 2013, the City Council approved Ordinance No. ____ ("**Ordinance**"), granting a permit to the Owner for the construction of various improvements on the Property, including a guard house, concession stand, restroom, interpretive shelter, boardwalk, lookout, playground, picnic areas, signage, lighting, benches, and landscaping ("**Improvements**").

B. The Improvements are to be constructed within the City's "**Lake Michigan Protection Zone,**" as that term is defined in Section 150.703.1(E)(1) of the "City of Highland Park Zoning Ordinance of 1997," as amended ("**Zoning Code**").

C. Pursuant to Section 150.703.1(E)(10) of the Zoning Code and Section 3.I of the Ordinance, the approval of the permit for the Improvements is conditioned upon the execution and recordation by the Owner of this Restrictive Covenant against the Property.

D. In consideration of the City's granting of the permit to perform the Improvements, and as required by Section 150.703.1(E)(10) of the Zoning Code and Section 3.I of the Ordinance, the Owner desires to restrict the use of the Property in the manner, and to the extent, expressly set forth in this Restrictive Covenant.

SECTION 2. COVENANT TO MAINTAIN.

Consistent with its mission as a unit of government and consistent with the Illinois Park Code, Illinois law generally, and the Park District's own ordinances, ~~and the Park District's annual budget and appropriation procedures and limitations,~~ and notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code or other applicable law, the Owner hereby covenants and agrees to perform ~~such, at the Owner's sole cost and expense, all~~ regular maintenance and upkeep of any and all Improvements ~~as is consistent with the Owner's mission, the evolving physical nature of the property as part of the Lake Michigan shoreline, and budgetary priorities, all as may be determined by the duly elected Board of Commissioners.~~ The Owner reserves the right to demolish or remove the Improvements in accordance with the requirements set forth in the Zoning Code, and hereby declares its expectation that the City will not unreasonably withhold any permits or approvals required by law for any such demolition or removal upon a showing by the Owner that demolition or removal is financially prudent and in the best interests of the residents of the City and the Park District.

SECTION 3. ENFORCEMENT.

The Owner recognizes and agrees that the City has a valid interest in ensuring that the restrictions, covenants, and agreements in this Restrictive Covenant are properly performed, and therefore ~~recognizes~~ grants the City's ~~interest in enforcing~~ the right to enforce these restrictions, covenants, and agreements by any proceeding at law or in equity, ~~to the extent such enforcement does not encroach upon the constitutional mission of the Park District~~ in accordance with and subject to any limitations provided by applicable law: (i) against any person or persons violating or attempting to violate any restriction, covenant, or agreement contained in this Restrictive Covenant, either to restrain violation, to compel affirmative action, or to recover damages; and (ii) against the land to enforce any lien created by the restrictions, covenants, or agreements.

SECTION 4. COVENANTS RUNNING WITH THE LAND.

The restrictions imposed by this Restrictive Covenant shall be restrictions running with the land ~~as part of a valid intergovernmental agreement for a period of twenty years~~ and shall be binding upon and inure to the benefit of the Owner and its heirs, successors, assigns, agents, licensees, lessees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them to the extent provided in this Restrictive Covenant, ~~unless the same shall be set aside by a court of competent jurisdiction or by popular vote at referendum approving the sale without such restrictions.~~ If any of the privileges or rights created by this Restrictive Covenant would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

SECTION 5. GENERAL PROVISIONS.

A. **Notices.** All notices required to be served by this Restrictive Covenant shall be served in writing and shall be deemed to be served when delivered personally or three business days following deposit,

by certified or registered mail, return receipt requested, in the United States mail, postage prepaid, at the common address for the Property.

B. **Recordation.** This Restrictive Covenant shall be recorded in the Office of the Lake County Recorder, and all leases, contracts, and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Restrictive Covenant.

C. **Non-Waiver.** The City shall be under no obligation to exercise any of the rights granted to it in this Restrictive Covenant except as it shall determine to be in its best interest from time to time. The failure of the City to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the City's right to enforce such rights or any other rights.

D. **Amendments and Modifications.** This Restrictive Covenant may not be amended, modified, released or annulled except upon: (1) the express, prior written approval of ~~the Parties; or~~ all owners of the Property or any portion thereof at that time and the City, and by an instrument signed by all owners of the Property or any portion thereof at that time; or (2) upon the order of a court of competent jurisdiction; ~~or pursuant to the terms of a binding referendum.~~

E. **No Third Party Beneficiaries.** No claim as a third-party beneficiary under this Restrictive Covenant by any person shall be made, or be valid, against the City or the Owner.

F. **Severability.** If any provision of this Restrictive Covenant is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Restrictive Covenant shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Restrictive Covenant shall not affect the enforceability of that provision in any other situation.

H. **Authorization.** Each of the persons signing this Restrictive Covenant hereby warrant and represent that he or she has the full and complete right, power, and authority to execute this Restrictive Covenant on behalf of the Owner and to agree to the terms, provisions, and conditions set forth in this Restrictive Covenant.

IN WITNESS WHEREOF, the Owner has executed this Restrictive Covenant as of the date first above written.

PARK DISTRICT OF HIGHLAND PARK

ATTEST

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Commonly known as: Rosewood Park Beach - 45 Roger Williams Avenue and 883 Sheridan Road, Highland Park, Illinois

PIN: _____

Document comparison by Workshare Professional on Wednesday, April 10, 2013
2:13:14 PM

Input:	
Document 1 ID	interwovenSite://HKDMS/Active/12185600/2
Description	#12185600v2<Active> - HP - Restrictive Covenant - Rosewood Park Beach
Document 2 ID	interwovenSite://HKDMS/Active/12185600/3
Description	#12185600v3<Active> - HP - Restrictive Covenant - Rosewood Park Beach
Rendering set	standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	13
Deletions	12
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	25



MEMORANDUM

To: Board of Park Commissioners

From: Director Stumpf

Date: May 10, 2013

Re: **CENTRAL PARK BLUFF STAIRS INSURANCE COVERAGE**

C: Executive Director McElroy

At the Park Board's request, the insurance policy has been reviewed and communication made with the Claims Consultant and Loss Control Representative at the Park District Risk Management Association (PDRMA) with regard to the coverage the District would hold on the Central Park bluff staircase, if and when constructed.

In brief and as outlined below in the 'Property Coverage Document' excerpts, coverage would be equal to that of any other structure built on District property to the amount of \$1,000,000,000 per occurrence. Having concern about the Perils Excluded section, the District is assured by PDRMA that a sudden and catastrophic bluff failure, such as what most recently occurred, would not be included in exclusion # 4.

In support, please see the attached from Brett Davis, Executive Director of PDRMA.

PROPERTY COVERAGE DOCUMENT, P070112 DECLARATIONS Excerpts

A. COVERAGE

Subject to the terms, conditions and exclusions hereinafter contained, this Coverage Document provides coverage for all property of every description of an insurable nature, both real and personal (including improvements and betterments), of the Members or property of others in the care, custody or control of the Member for which the Member is liable by written agreement or under obligation to provide property

coverage. It is also understood and agreed that the interest of additional covered parties and/or loss payees are automatically included.

B. PERILS EXCLUDED

This Coverage Document does not insure against any of the following:

- 1. Loss or damage caused by or resulting from moths, vermin, termites, or any other insect unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss.*
- 2. Inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss.*
- 3. Contamination, rust, corrosion, wet or dry rot unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss.*
- 4. Physical loss or damage by settling, shrinkage or expansion of land or buildings or foundations located on land.*

May 10, 2013

Mr. Rick Stumpf
Park District of Highland Park
636 Ridge Road
Highland Park, Illinois 60035

Re: Property Coverage for Central Park Bluff Staircase

Dear Rick:

This letter is in follow-up to our recent telephone conversation regarding property coverage for the staircase which is proposed to be built on the bluff at Central Park. The property coverage afforded to the park district through membership in PDRMA is detailed in the currently in force property coverage document P070112 which is available on the PDRMA website.

As we discussed, the two main causes of loss which may result in a catastrophic bluff failure are the perils of earthquake and mudslide/mudflow. Both of these causes of loss are covered under the above referenced property coverage document. The coverage is for damage to the staircase only; the land itself is excluded. [See Page 7, Item C Property Not Covered - 6. "Land, (including land on which covered property is located), and land values except athletic fields, golf course tees, greens and sand traps".]

The earthquake shock limit is \$100,000,000 per occurrence and annual aggregate. Earthquake shock is defined in the coverage document as:

Earth movement meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling unless as a direct result of such earth movement. The definition of earthquake shock does not include ensuing loss or damage by fire, explosion, or sprinkler leakage. Further Earthquake Sprinkler Leakage is covered outside of the "Earthquake Shock" definition and subject to the basic peril deductible.

Mudslide/mudflow is considered by the coverage document under the peril of flood. The flood limit is \$250,000,000 per occurrence and annual aggregate with a further sublimit of \$200,000,000 per occurrence and annual aggregate for losses in flood zones A and V. Flood is defined in the coverage document to mean:

A general condition of partial or complete inundation of normally dry land area from:

- 1. overflow of inland or tidal water;*
- 2. unusual and rapid accumulation or run off of surface waters from any natural source.*

Flood shall also mean mudslide or mudflow, which is a river or flow of liquid mud caused by flooding as defined in 1. or 2. above.

The definition of flood does not include ensuing loss or damage by fire, explosion, or sprinkler leakage.

Mr. Rick Stumpf
May 10, 2013
Page Two

In both the instance of earthquake and flood, the staircase is covered for replacement cost basis which shall mean:

The cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation, subject to the following:

- (i) Until the property is actually repaired, replaced or reconstructed, the maximum amount recoverable shall be the actual cash value of the lost or damaged property;*
- (ii) Replacement shall be effected by the Member with due diligence and dispatch;*
- (iii) Replacement need not be on same site, or of same or similar construction or occupancy provided that PDRMA shall not be liable for any additional costs that are directly attributable to the inclusion of this provision.*

It is understood and agreed that as respects replacement cost, the Member shall have the option of replacement with electrical and mechanical equipment having technological advantages and/or representing an improvement in function and/or forming part of a program of system enhancement provided that such replacement can be accomplished without increasing PDRMA's liability. PDRMA shall be allowed to dispose of, as salvage, any non-proprietary property deemed unusable by the Member.

The focus of our telephone conversation was catastrophic bluff failure causing damage to the staircase. In addition, it is important to note that gradual erosion and settling/shifting of land around the staircase is not a covered cause of loss.

The staircase has the same coverage as other park district owned property for other common causes of damage which include, but are not limited to: fire, vandalism, and windstorm. All park district owned property is subject to a \$1,000 deductible per occurrence.

Please let me know if you have any questions regarding the property coverage available to the park district.

Sincerely,



Brett Davis
Chief Executive Officer



MEMORANDUM

To: Board of Commissioners
From: Cathy Carlo, Human Resources Manager
Elliott F. Becker, Finance Director
C.: Liza McElroy, Executive Director
Date: May 14, 2013
Re: Resolution 13-5

Background/Analysis

On February 21, 2013 the Park District of Highland Park was randomly selected to be audited by IMRF. The results of the audit were very good and the Park District is well organized and accurate in maintaining these records.

One procedural deficiency was identified. The Park District of Highland Park has a history of including taxable allowances as earnings. Participating IMRF members that include in earnings, taxable allowances, must have a resolution on file stating this fact.

IMRF recommends the District use as its effective date, the date it became an independent employer with IMRF. The resolution includes all possible wages that are subject to IMRF. Once the resolution is passed, the District need not take any further action moving forward or retroactively.

Recommendation: Staff recommends that the Board of Commissioners adopt Resolution 13-5 to include Taxable Allowances as IMRF earnings.



Suggested Resolution to Include Taxable Allowances as IMRF Earnings

IMRF Form 6.74 (12/11)

PLEASE ENTER Employer IMRF I.D. Number
03301

RESOLUTION

Number 13-5

WHEREAS, standard member earnings reportable to the Illinois Municipal Retirement Fund do not include expense allowances; and

WHEREAS, the governing body of an IMRF participating unit of government may elect to include in IMRF earnings taxable expense allowances; and

WHEREAS, the Board of Commissioners of the BOARD, COUNCIL, etc.

Park District of Highland Park is authorized to include EMPLOYER NAME

taxable expense allowances as earnings reportable to IMRF and it is desirable that it do so.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the BOARD, COUNCIL, etc.

Park District of Highland Park does hereby elect to EMPLOYER NAME

include as earnings reportable to IMRF the following taxable expense allowances effective 04/04/1946 EFFECTIVE DATE

- Life Insurance Premiums in Excess of \$50,000
- Uniform Allowance
- Automobile Allowance
- Moving Expense

BE IT FURTHER RESOLVED that Secretary of the Board is authorized and directed CLERK OF SECRETARY OF THE BOARD

to file a duly certified copy of this resolution with the Illinois Municipal Retirement Fund.

CERTIFICATION

I, Liza McElroy, the Secretary of the Board of the Park District of Highland Park of the County of Lake State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy

of a resolution duly adopted by its Board of Commissioners at a meeting duly convened GOVERNING BODY

and held on the 29 day of May, 20 13

SEAL

CLERK OR SECRETARY OF THE BOARD

Illinois Municipal Retirement Fund
Suite 500, 2211 York Road, Oak Brook Illinois 60523-2337
Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673)

www.imrf.org



MEMORANDUM

To: Board of Commissioners

From: Elliott Becker, Finance Director

C: Liza McElroy, Executive Director

Date: May 14, 2013

Re: Designated Signatories-RESOLUTION 13-6

Background/Explanation

Frequently, the Finance office is unable to take advantage of investment opportunities as becoming a PDHP eligible investment institution is subject to the Park Board's approval. The principal concern of the financial institution can be eliminated by providing blanket authority for any two of the designated individuals to sign on behalf of the Board.

Those individuals are; board commissioners, the Executive Director, the Finance Director, and the Accounting Manager. After each such decision is made, the Board will be able to ratify the decision at the next regularly scheduled Board of Commissioners meeting.

Staff would recommend approval of the Designated Signatories-Resolution 13-6.

**Park District of Highland Park
BOARD OF COMMISSIONERS
RESOLUTION 13-6**

A RESOLUTION DESIGNATING SIGNERS WITH ALL FINANCIAL INSTITUTIONS

WHEREAS, the Board of Commissioners deems it to be in the best interest of the Park District of Highland Park for its Treasurer to make use, from time to time, of investments which are legal under the applicable State statutes; and

WHEREAS, the Board of Commissioners deem it to further be in the best interest of the Park District of Highland Park to execute trades and establish relationships with financial institutions in a timely manner not subject to the Board of Commissioners Meeting Schedule; and

WHEREAS, the principal need of the financial institutions is to identify proper signatories; and

WHEREAS, the Board of Commissioners may ratify staff decisions at the next legal meeting

NOW, THEREFORE, BE IT RESOLVED by this Board:

1. That any TWO of the following positions by virtue of their signature may approve any agreement with a financial institution or execute a trade with those institutions
 - a. Board Commissioner
 - b. Executive Director
 - c. Finance Director
 - d. Accounting Manager

2. That Park staff will bring all such transactions to the next Board meeting for ratification.

Liza McElroy, Secretary
Name

Signature

Elliott F. Becker, Treasurer
Name

Signature

Commissioner _____ moved, seconded by Commissioner _____, that Resolution be adopted. Roll call being taken, the following Commissioners voted:

Commissioner Bernstein _____
Commissioner Flores Weiskopf _____
Commissioner Kaplan _____

Commissioner Meyers _____
Commissioner Waxman _____

Adopted this 29th day of May, 2013 by the Board of Commissioners of the Park District of Highland Park.

Scott Meyers, President

ATTEST:

Liza McElroy, Secretary



MEMORANDUM

To: Board of Park Commissioners

From: Director Stumpf

Date: May 9, 2013

Re: **CINGULAR CELL TOWER INQUIRY**

C: Executive Director McElroy

Attached: Site Plan, Lease Draft, Photo

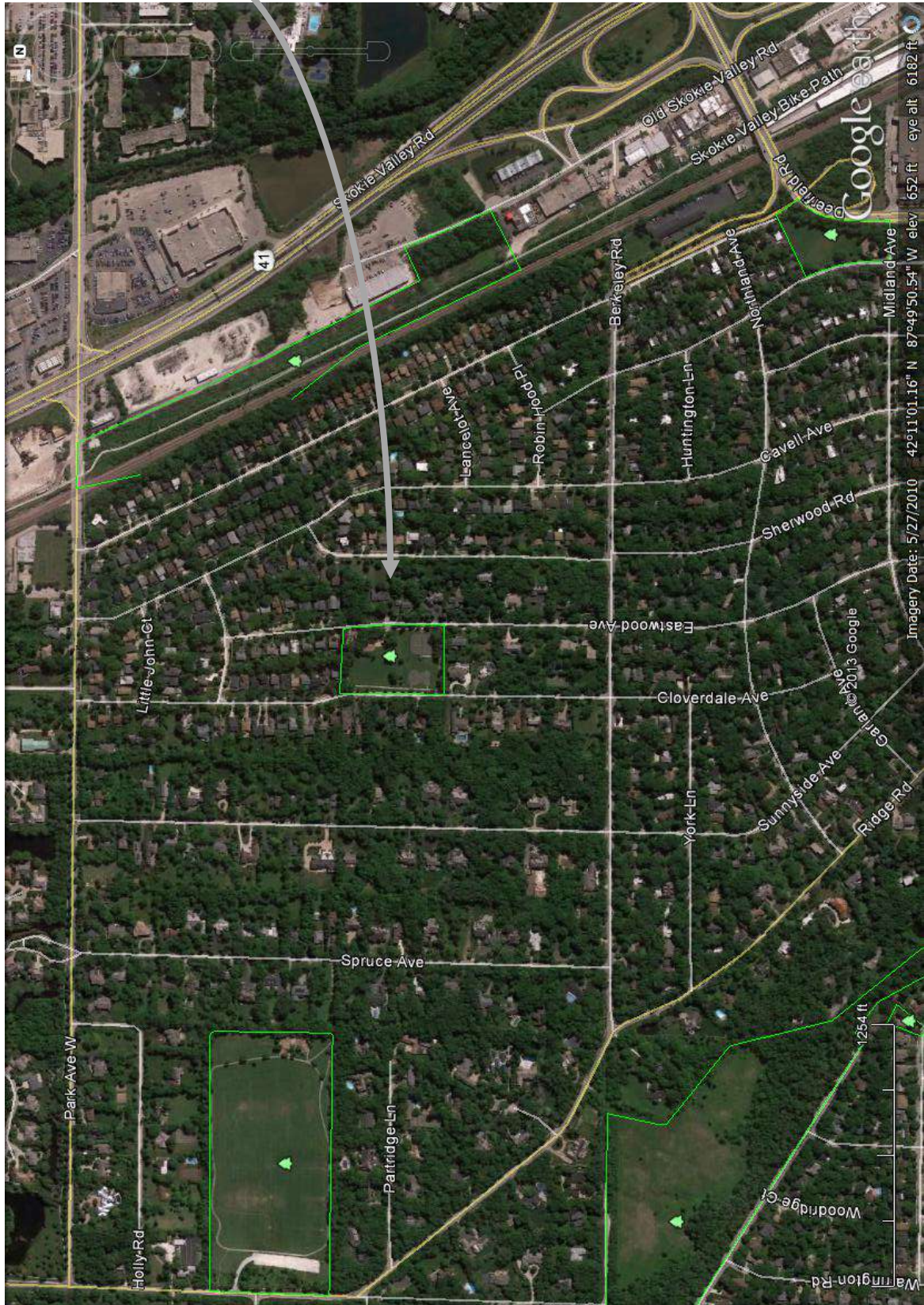
AT&T Mobility Corporation, on behalf of New Cingular Wireless PCS, LLC has submitted a lease draft and site plan suggesting installation of a 80' monopole antennae at Cloverdale Park (map other side) to provide the area with improved cellular phone service. The plan proposes replacement of the existing wood 47' emergency services siren pole installed by the City of Highland Park in 2006.

The District has discussed the City of Highland Park cell tower ordinance with the City Community Development Department and have advised them of this inquiry. The city has also had communication from Cingular regarding the City ordinance. There have been no plans submitted to the City for review.

The Planning Department has not pursued or encouraged this proposal nor has it yet been shared with legal counsel. District administration is also of the opinion that this is an inappropriate location for this structure.

This proposal is brought to the park board for consideration and direction since there would be a financial benefit. A similar proposal was presented to the park board in 2010. That proposal was denied.

Cloverdale Park Location



PROJECT INFORMATION

APPLICANT: AT&T
 930 NATIONAL PARKWAY
 SCHAUMBURG, IL 60173
FA CODE: 12565537
PROPOSED USE: TELECOMMUNICATIONS FACILITY
STRUCTURE TYPE: MONOPOLE
SITE ADDRESS: 1780 EASTWOOD AVENUE
 HIGHLAND PARK, IL 60035
PROPERTY OWNER: XXX
 LATITUDE: 42.184373' N
 LONGITUDE: 87.830692' W
 LAT/ LONG TYPE: NAD 83
 GROUND ELEVATION: 650 FT AMSL
 POWER COMPANY: COMED
 PHONE: (800) 334-7661
 TELEPHONE COMPANY: AT&T
 PHONE: (800) 257-0902
CONTACT PERSON: XXX
PARCEL NUMBER: XXX
E911 ADDRESS: XXX
JURISDICTION: HIGHLAND PARK
COUNTY: LAKE COUNTY

THESE DRAWINGS ARE PREPARED BASED ON
 RFDS DATED XX/XX/XXXX REVISION #VXX
 GENERAL CONTRACTOR TO VERIFY AND
 INCORPORATE MOST RECENT VERSION OF RFDS
 PRIOR TO CONSTRUCTION.



SITE NUMBER: IL1733B
SITE NAME: IL1733-HIGHLAND PARK

AT&T APPROVAL

SITE ACQUISITION MANAGER: _____ Date _____
 NSORO CONSTRUCTION MANAGER: _____ Date _____
 NSORO SA PROJECT MANAGER: _____ Date _____
 NSORO SA SPECIALIST: _____ Date _____
 NSORO COMPLIANCE MANAGER: _____ Date _____
 AT&T RF PROJECT MANAGER: _____ Date _____
 AT&T PROJECT MANAGER: _____ Date _____

AT&T MOBILITY APPROVAL

Real Estate _____ **Date** _____
RF _____ **Date** _____
Operation _____ **Date** _____

PROJECT DESCRIPTION:

NEW AT&T ANTENNAS INSTALLED ON NEW MONOPOLE AND
 NEW 11'-6"x28'-0" EQUIPMENT SHELTER

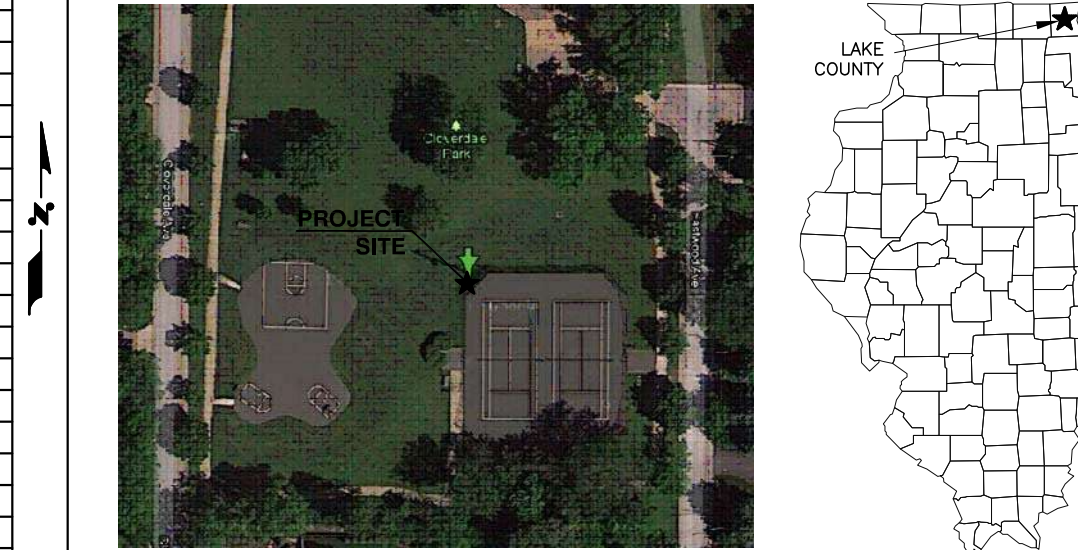
DRAWING INDEX

REV

IL1733-01	TITLE SHEET	A
IL1733-02	OVERALL SITE PLAN	A
IL1733-03	ENLARGED SITE PLAN & TOWER ELEVATION	A

VICINITY MAP

DIRECTIONS: DEPART CHICAGO O'HARE INTERNATIONAL AIRPORT. TAKE I-190 (NORTH-WEST), KEEP LEFT ONTO PARKING ACCESS. KEEP STRAIGHT ONTO RAMP, KEEP LEFT TO STAY ON RAMP. TAKE RAMP (RIGHT) ONTO I-190. AT EXIT 1C, TURN RIGHT ONTO RAMP I-294 / I-90 W / MILWAUKEE / ROCKFORD, *TOLL ROAD* MERGE ONTO I-294 [TRI-STATE TOLLWAY], TAKE THE DEERFIELD RD EXIT, TURN LEFT (WEST) ONTO RICHFIELD AVE, TAKE THE 2ND RIGHT ONTO SOUTHLAND AVE, TAKE THE 2ND LEFT ONTO EASTWOOD AVE, ARRIVE IL1733



APPLICABLE BUILDING CODES AND STANDARDS

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
 [INTERNATIONAL BUILDING CODE (IBC), 2006 AS ADOPTED BY LOCAL BUILDING AUTHORITY]

ELECTRICAL CODE:
 [NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 - 2005, NATIONAL ELECTRICAL CODE, AS ADOPTED BY LOCAL BUILDING AUTHORITY]

LIGHTNING PROTECTION CODE:
 [NFPA 780 - 2000, LIGHTNING PROTECTION CODE]
 CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS.
 AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
 AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION
 TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-F, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES:
 TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
 IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT
 IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS

TELCORDIA GR-1503, COAXIAL CABLE CONNECTIONS

ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

HANDICAPPED REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
 HANDICAP ACCESS REQUIREMENTS NOT REQUIRED

PLUMBING REQUIREMENTS

FACILITY HAS NO PLUMBING

FIRE PROTECTION NOTE

BUILDING HAS EXISTING SPRINKLER SYSTEM

UTILITIES



SITE QUALIFICATION PARTICIPANTS

	NAME	COMPANY	NUMBER
A/E	RAJESH GOYAL	APEX ENGINEERS, INC.	(630) 627-1800
SA	DOMINIQUE HUGHES	NWV	(224) 456-7693
RF		AT&T MOBILITY	
PM	SUE BILLINGS	NSORO	(xxx)
CM		NSORO	

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

RAJESH K. GOYAL, S.E., P.E.
 ILLINOIS S.E. LICENSE # 081-005096
 EXPIRES 11-30-2014



3100 Tollview Drive
 Rolling Meadows, Illinois 60008



Apex Engineers, Inc.
 Structural & Civil Engineers
 500 East 22nd Street, Suite B
 Lombard, Illinois 60148
 Ph. (630) 627-1800
 Fax. (630) 627-1165
 APEX JOB No. NS13-XXX

IL1733-HIGHLAND PARK
SITE NO. IL1733-B
 1780 EASTWOOD AVENUE
 HIGHLAND PARK, IL 60035

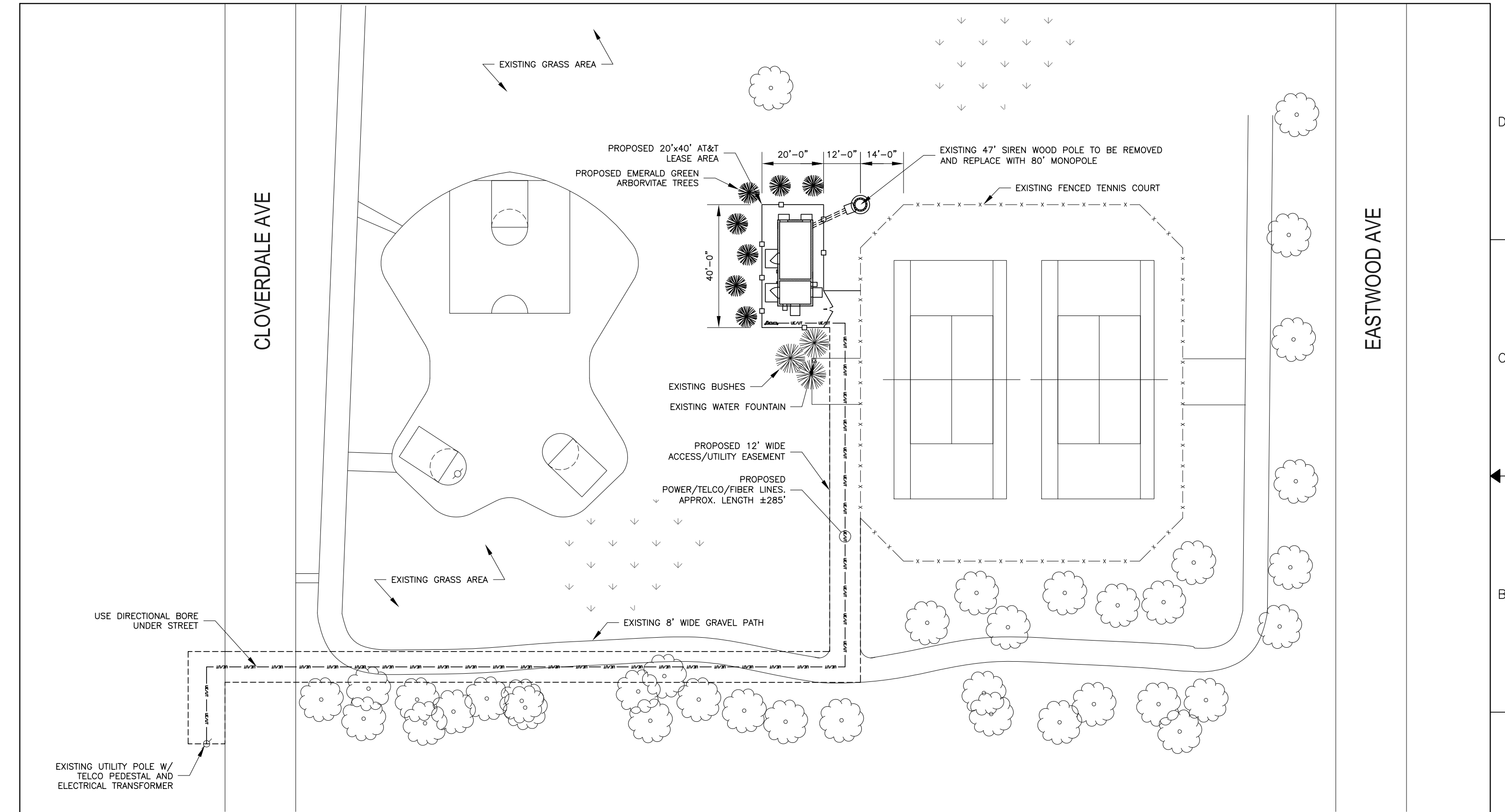


NO.	DATE	ISSUED FOR ZONING	RD	SP	RG
A	01/21/13	ISSUED FOR ZONING			
SCALE: AS SHOWN		DESIGNED BY:	DRAWN BY:		

AT&T MOBILITY

TITLE SHEET

DRAWING NUMBER	REV
IL1733-01	0



1 OVERALL SITE PLAN
SCALE: 1"=30'-0"

nsoro
It's just good business.
A MasTec COMPANY
3100 Tollview Drive
Rolling Meadows, Illinois 60008

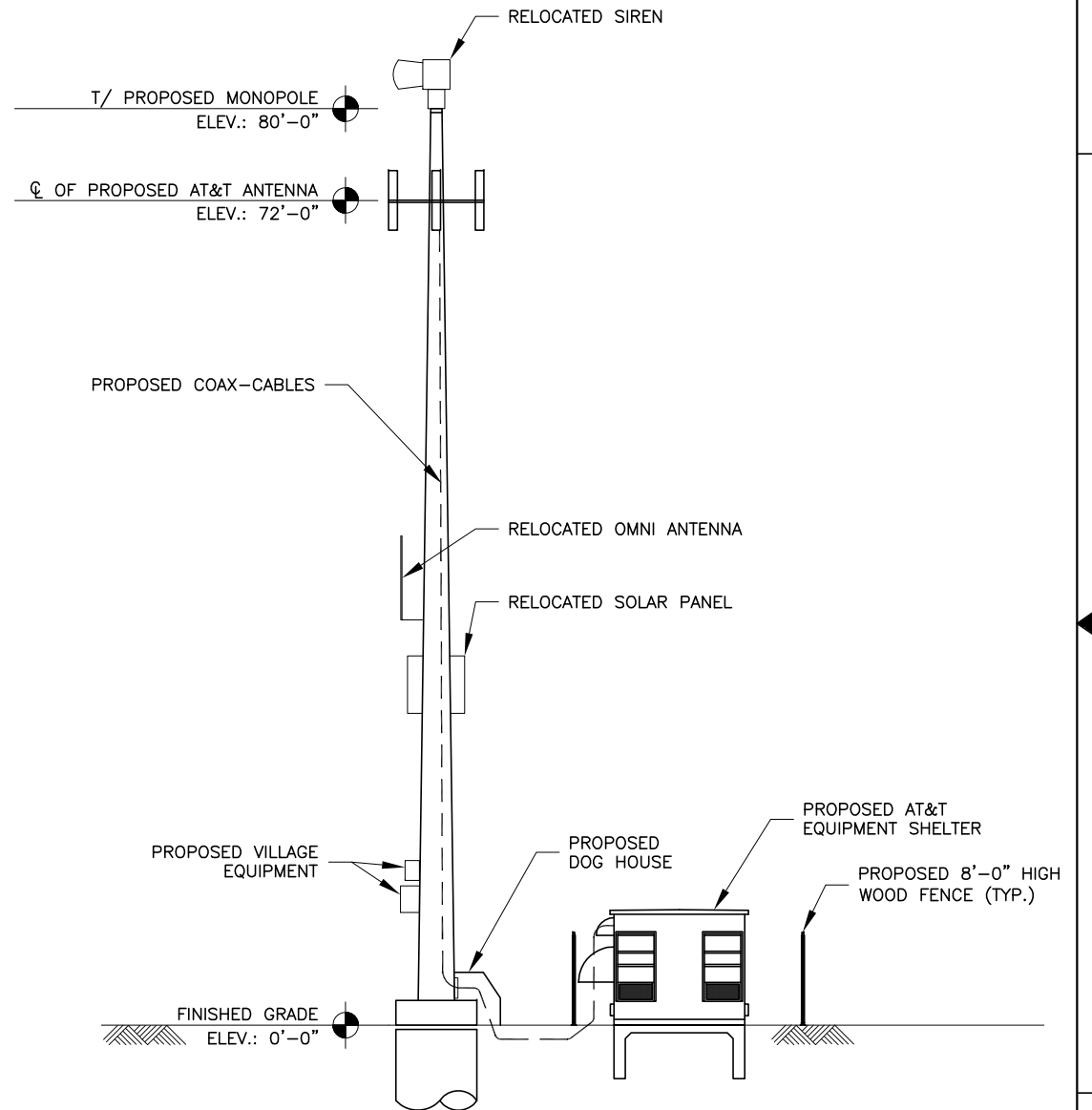
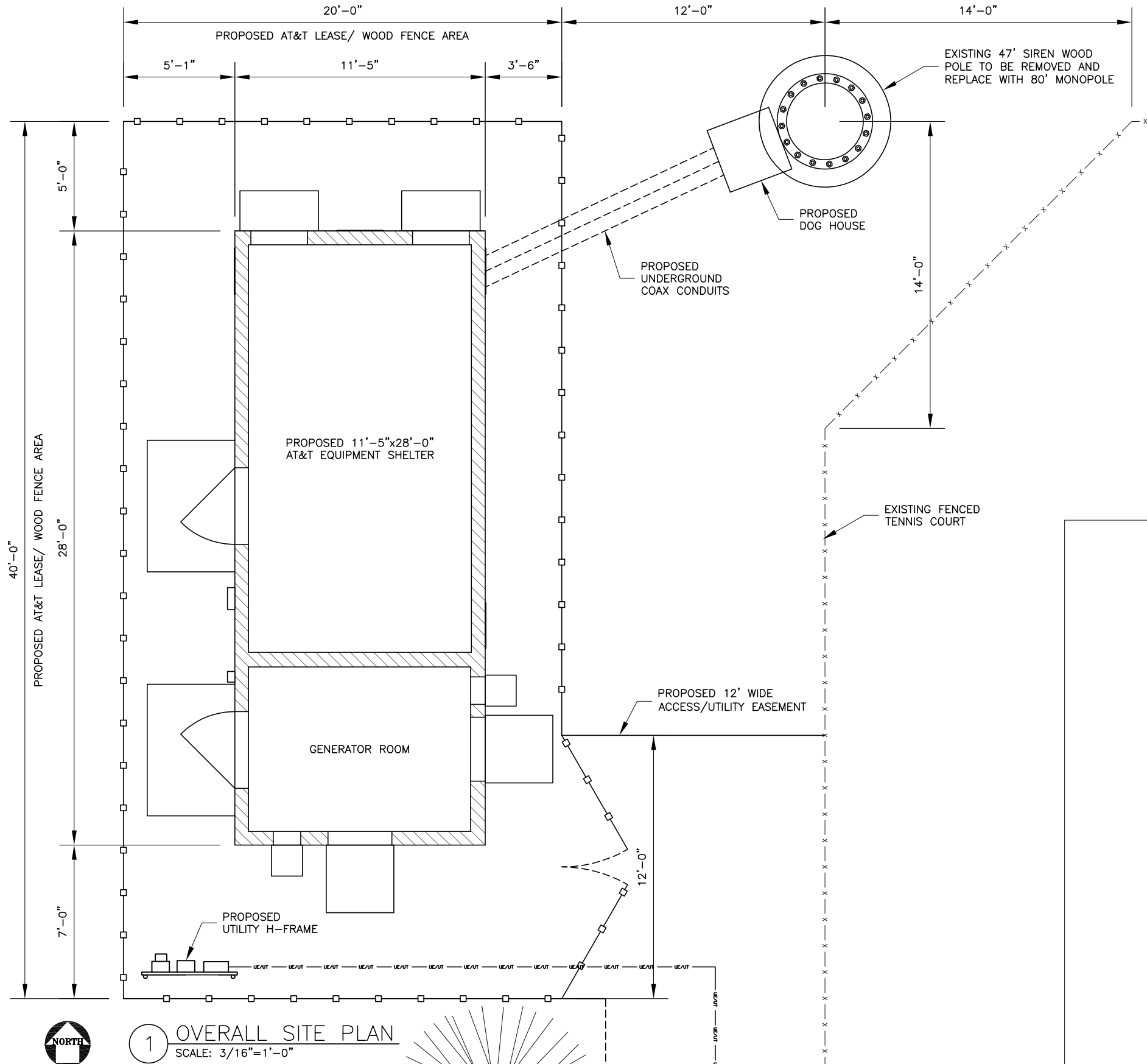
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APEX JOB No. NS13-XXX

IL1733-HIGHLAND PARK
SITE NO. IL1733-B
1780 EASTWOOD AVENUE
HIGHLAND PARK, IL 60035



A	01/21/13	ISSUED FOR ZONING	RD	SP	RG
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE: AS SHOWN		DESIGNED BY:	DRAWN BY:		

AT&T MOBILITY	
OVERALL SITE PLAN	
DRAWING NUMBER	REV
IL1733-02	0



1 OVERALL SITE PLAN
SCALE: 3/16"=1'-0"

2 TOWER ELEVATION
SCALE: 1/16"=1'-0"



nsoro
It's just good business.
A MasTec COMPANY
3100 Tollview Drive
Rolling Meadows, Illinois 60008

Apex Engineers, Inc.
Structural & Civil Engineers
500 East 22nd Street, Suite B
Lombard, Illinois 60148
Ph. (630) 627-1800
Fax. (630) 627-1165
APEX JOB No. NS13-XXX

IL1733-HIGHLAND PARK
SITE NO. IL1733-B
1780 EASTWOOD AVENUE
HIGHLAND PARK, IL 60035



NO.	DATE	REVISIONS	BY	CHK	APP'D
A	01/21/13	ISSUED FOR ZONING	RD	SP	RG
SCALE: AS SHOWN		DESIGNED BY:	DRAWN BY:		

AT&T MOBILITY
ENLARGED SITE PLAN & TOWER ELEVATION
DRAWING NUMBER
IL1733-03
REV
0

Typical Cell Pole



Market: _____
Cell Site Number: _____
Cell Site Name: _____
Fixed Asset Number: _____

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by _____, a _____, having a mailing address of _____, ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at _____, in the County of _____, State of _____ (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately _____ square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "Premises") for the placement of Tenant's Communication Facility.
- 2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional**

Premises”) for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated prior to the end of the final Extension Term, , then upon the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, _____ and No/100 Dollars (\$_____.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by seven and one-half percent (7½%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant’s Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with

obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies use on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, in interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord ; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

[NOTE: Section 10 (c) should be removed if Landlord is the record owner of the property as shown on the deed. In that case, the 2 exhibits referenced in that section should also be removed.]

(c) Landlord represents, warrants and agrees that: (i) Landlord controls the Property by that certain lease between Landlord and the owner of the Property (“Owner”) attached hereto as **Exhibit 10c(i)** along with all amendments thereto (the “Ground Lease”); (ii) to the best of Landlord’s knowledge, neither Owner nor Landlord is, or with the giving of notice, or passage of time (or both), will be in default under any of the terms or conditions of the Ground Lease; (iii) that during the Term, Landlord will not terminate, materially modify, amend or assign the Ground Lease in a manner which adversely affects the rights or obligations of Tenant without the prior written consent of Tenant; and (iv) Landlord shall timely perform and comply with all the terms and conditions of the Ground Lease, and not do anything or permit anything that would result in a default under or cause the Ground Lease to be terminated. Within thirty (30) days after the Effective Date, Landlord agrees to provide Tenant a subordination, non-disturbance and attornment agreement substantially in the form attached hereto as **Exhibit 10c(iv)** executed by Landlord and Owner.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party’s activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party 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 (“**Claims**”), to the extent arising from that party’s breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter

from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective

when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: ____; Cell Site Name: ____ (add state abbreviation)
Fixed Asset No.: _____
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: ____; Cell Site Name: ____ (add state abbreviation)
Fixed Asset No.: _____
15 East Midland Ave.
Paramus, NJ 07652

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: _____

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will

notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site # _____; Cell Site Name: _____ (add state abbreviation)
Fixed Asset No: _____
5405 Windward Parkway
Alpharetta, GA 30004

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with this Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement

or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

PARTNERSHIP (consisting of corporations) ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

- (a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;
- (b) the proper corporate seal of said corporate general partner was affixed; and
- (c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: _____
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 200____, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

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

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Land Lease Agreement dated _____, 20___, by and between _____, a _____, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 10c(i)

GROUND LEASE

[FOLLOWS ON NEXT PAGE]

EXHIBIT 10c(iv)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004

Cell Site No: _____

Cell Site Name: _____

Fixed Asset Number: _____

State: _____

County: _____

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, by and among _____ having an address at _____ (hereinafter called "**Ground Lessor**") and _____, a _____ [corporation/limited liability company] having its principal office/residing at _____ (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 (hereinafter called "**Tenant**").

W I T N E S S E T H :

WHEREAS, Ground Lessor and Landlord have entered into a lease agreement (the "**Over Lease**"), dated _____, 20__ covering property more fully described on **Exhibit 1** attached hereto and made a part hereof, upon property having a street address of _____, identified as Tax Map ____, Lot _____, being in the City/Town of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises (as hereinafter defined); and

WHEREAS, Tenant has entered into a certain lease dated _____, 20__ (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 2** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement remains in full force and effect, the Lease is and will be subject and subordinate to the Over Lease insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions of the Over Lease.

2. In the event the Over Lease is terminated or expires or Ground Lessor succeeds to the interest of Landlord or any other landlord under the Lease: (a) the Lease shall remain in full force and effect as a direct lease between Ground Lessor (and its/their heirs, distributes and assigns) and Tenant; (b) Ground Lessor agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease so long as Tenant is not then in default of any terms or provisions of the Lease, after applicable notice and/or grace periods; and (c) Ground Lessor and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease. Accordingly, from and after any such event, Ground Lessor and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Ground Lessor succeeded to the interest of Landlord; provided, however, that Ground Lessor will not be personally liable for any act or omission of any prior landlord (including Landlord).

3. Ground Lessor understands, acknowledges and agrees that notwithstanding anything to the contrary in this Agreement or otherwise in any other document, Ground Lessor will acquire no interest in any

equipment, trade fixtures and/or other property installed by Tenant on the Property or Premises. Ground Lessor hereby expressly waives any interest which Ground Lessor may have or acquire with respect to such equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property, Premises or any portion thereof, and Ground Lessor hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property or Premises.

4. This Agreement will be binding upon and will extend to and benefit the parties hereto and their respective heirs, distributees, successors and assigns and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "**Ground Lessor**," when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Property by, through or under Ground Lessor, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the ____ day of _____, 20__.

LANDLORD: _____

By: _____

Name: _____

Title: _____

Date: _____

TENANT: New Cingular Wireless PCS, LLC, a Delaware
limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

GROUND LESSOR: _____

By: _____

Name: _____

Title: _____

Date: _____

LANDLORD ACKNOWLEDGMENT

FOR LIMITED LIABILITY COMPANY:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as the _____ (title) of _____, a _____ limited liability company, on behalf of the limited liability company.

Notary Public
Print Name: _____
My Commission Expires: _____

GROUND LESSOR ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____.

Notary Public
Print Name: _____
My Commission Expires: _____

TENANT

FOR LIMITED LIABILITY COMPANY:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as the _____ (title) of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT 1
(Property)

EXHIBIT 2
(Premises)

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

SAC NAME

SAC FIRM

FIRM ADDRESS

CITY, STATE ZIP

Return to:

Re: Cell Site #: _____; Cell Site Name: _____
Fixed Asset Number: _____
State: _____
County: _____

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between _____, a _____, having a mailing address of _____ (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LANDLORD"

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

PARTNERSHIP (consisting of corporations) ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

- (a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;
- (b) the proper corporate seal of said corporate general partner was affixed; and
- (c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: _____
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

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

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Memorandum of Lease dated _____, 20____, by and between _____, a _____, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:

New Cingular Wireless PCS, LLC

Attn: _____

Cell Site No: _____

Cell Site Name: _____

Fixed Asset Number: _____

State: _____

County: _____

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“**Agreement**”), dated as of the date below, between _____ having its principal office at _____, (hereinafter called "**Mortgagee**") and _____, a _____ having its principal office/residing at _____ (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter called "**Tenant**").

WITNESSETH:

WHEREAS, Tenant has entered into a certain lease dated _____, 20__, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of _____, being identified as Lot ____ in Block ____ in the _____ of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of _____ (\$_____) Dollars, which Mortgage has been recorded in the appropriate public office in and for _____ County, _____ ("**Mortgage**"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year, etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "**Mortgagee**", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: _____,
a _____

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

TENANT: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

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

MORTGAGEE: _____,
a _____

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

LANDLORD (INDIVIDUAL)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, () who is personally known to me OR () who has produced _____ as identification.

Notary Public
My Commission Expires: _____

LANDLORD (PARTNERSHIP)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, partner on behalf of _____ a _____ partnership, () who is personally known to me OR () who has produced _____ as identification.

Notary Public
My Commission Expires: _____

LANDLORD (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ [name of representative], the _____ [title] of the corporation, () who is personally known OR () who has produced _____ as identification.

Notary Public
My Commission Expires: _____

TENANT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public
My Commission Expires: _____

MORTGAGEE (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ [name of representative] the _____ [title] of _____ [name of banking institution], a _____ corporation on behalf of the corporation () who is personally known OR () who produced _____ as identification.

Notary Public
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:



MEMORANDUM

Date: May 9, 2013

To: Board of Commissioners

From: Director Donahue

Re: **FORMATION OF SENIOR AND YOUTH ADVISORY COMMITTEES**

C: Executive Director McElroy

Staff seeks approval from the Board to begin the formation of both a Senior and Youth Advisory Committees. Currently, the District does not have advisory groups that represent these demographics. It is essential as we move forward with program development within our strategic and master plans to have their opinions and recommendations.



To: Executive Director/Board of Commissioners
From: Director of Finance
Date: May 14, 2013
Subject: Bills presented for the Board's review on May 14, 2013.
Checks written May 1, 2013 through May 9, 2013

BILLS

DATE

AMOUNT

May 9, 2013

\$ 328,773.41

TOTAL

\$ 328,773.41

Schedule for Board Member review and recommended approval at Board Meeting of monthly vouchers payable. Also, contact for any checks needing Board Member signature prior to issuance.

2013
May

5/9/2013

From: Treasurer

To: Executive Director/Board of Commissioners

Subject: Bills and Payroll Disbursements authorized by Finance
Committee Member(s). Checks written

From 1-May-13

To 9-May-13

For approval on 29-May-13

Summary by Fund

Corporate	\$83,356.04
Recreation	\$193,681.37
Special Recreation	\$0.00
Capital Projects	\$51,736.00
Debt Service	\$0.00
Total	328,773.41

VENDOR NAME	CHECK#	VCHR#	INVOICE #	INV. DATE	AMOUNT PAID	DESCRIPTION	APPROVAL
ADP, INC.	173142	52335	420069876	04-12-13	4,790.60	AUTOPAY II PROCESSING 03/29/13	
		52336	420410203	04-19-13	481.37	AUTOPAY II PROCESSING 04/12/13	
		52337	420410009	04-19-13	2,053.26	ADP HR/BENEFITS SOLUTION	
		52425	420840628	05-03-13	513.69	AUTOPAY II PROCESSING 04/26/13	
				TOTAL CHECK:	7,838.92		
ABSOLUTE HOME IMPROVEMENTS	173143	52443	13595-1	04-28-13	17,950.00	PAINT POOL SHELL HIDDEN CREEK	
		52444	13595-2	04-28-13	2,200.00	PAINT WATERSLIDE/FOUNTN HIDDEN CREEK	
				TOTAL CHECK:	20,150.00		
AEREX PEST CONTROL	173144	52339	913289	04-18-13	57.00	HELLER NATURE CENTER:SERVICE	
AMERICAN GASES CORP	173145	52340	80075	03-31-13	39.60	RCHP:03/15/13 - 03/14/14	
ARENA SERVICES AND PRODUCTS	173146	52338	2315	04-15-13	560.00	CENTENNIAL ICE ARENA:SERVICE	
THE BRAVE WAY, LLC	173147	52342	130420-01	04-23-13	220.00	WEST RIDGE CENTER:CLASS FEE	
CENTERPOINT ENERGY SERVICES	173148	52343	4381601	04-19-13	2,766.38	AQUATIC PARK NSG 0179425, RCHP	
ARTHUR CLESEN INC	173149	52341	06982/00	04-10-13	2,574.00	66 CASES ATHLETIC PAINT	
COMED	173150	52426	1898688000	04-30-13	19.80	RAVINE DR SEC APT	
		52427	1982062001	05-01-13	15.70	LAUREL AVE BANDSTAND	
		52428	1310498019	04-30-13	53.11	2501 SHERIDAN RD	
		52446	1821106004	04-30-13	412.55	1377 DEER CREEK PKWY(FINK BALLFIELD)	
				TOTAL CHECK:	501.16		
CRAFTWOOD LUMBER	173151	52344	764	04-30-13	15.96	SUPPLIES	
CREEKSIDE PRINTING	173152	52346	04161302	04-16-13	1,850.00	PUBLICATION:8-PAGE INSERT	
		52352	04161301	04-16-13	12,026.00	SUMMER 2013 BROCHURE	
				TOTAL CHECK:	13,876.00		
CURRIE MOTORS	173153	52345	H7134	04-24-13	29,798.00	2013 FORD F-250	
ENERSTAR, INC	173154	52348	041331	04-01-13	1,000.00	CENTENNIAL ICE ARENA:APR'13 - MAR'14	
ETC INSTITUTE	173155	52347	951293	12-19-12	800.00	CONSULTING FEES	
GILLIS PRODUCTS, INC.	173156	52349	36285	04-09-13	127.69	RCHP:SUPPLIES	
		52350	36290	04-11-13	897.02	RCHP:SUPPLIES	
		52351	36250	02-26-13	884.04	RCHP:SUPPLIES	
				TOTAL CHECK:	1,908.75		
DAN HEUSER	173157	52431		04-23-13	75.00	ADMIN:PROFESSIONAL FEE 04/23/13	

VENDOR NAME	CHECK#	VCHR#	INVOICE #	INV. DATE	AMOUNT PAID	DESCRIPTION	APPROVAL
HIGHLAND PARK COUNTRY CLUB	173158	52432	042613	04-26-13	4,899.68	RCHP:UTILITIES MARCH 2013	_____
HIGHLAND PARK PLAYERS	173159	52353		04-18-13	5,000.00	SPECIAL EVENTS:2013-2014 STIPEND	_____
HIGHLAND PARK STRINGS	173160	52355		04-16-13	7,500.00	SPECIAL EVENTS:2013-2014 STIPEND	_____
HIGHLAND PARK POPS	173161	52354		04-16-13	1,000.00	SPECIAL EVENTS:2013-2014 STIPEND	_____
LEAH HOLLOWAY - PETTY CASH	173162	52429		05-03-13	100.00	OUTDOOR ADVENTURE CAMP PETTY CASH	_____
	173164	52430		05-03-13	50.00	GIRLS OUTDOOR CHALLENGE PETTY CASH	_____
ILLINOIS DEPT OF AGRICULTURE	173165	52356		05-09-13	20.00	SVGC:LICENSE RENEWAL - B. GREEN	_____
		52358		04-22-13	20.00	PARKS:LICENSE RENEWAL - D. VOSS	_____
				TOTAL CHECK:	40.00		
ILL LIQUOR CONTROL COMMISSION	173163	52357	121A0020241	04-15-13	500.00	SVGC:LICENSE RENEWAL	_____
ILL CONSERVATION FOUNDATION	173068	VOID*		05-09-13	215.00-	* CHECK VOIDED ON 05-09-13 *	_____
LIONS CLUB OF H.P. & HIGHWOOD	173166	52368	2017	04-25-13	103.00	ADMIN:QRTLY DUES	_____
GARY KANTOR	173167	52373		04-30-13	174.20	WEST RIDGE CENTER:CLASS FEE	_____
JEFF MANZ	173168	52372		04-25-13	500.00	ATHLETICS:06/15-06/16 TOURNY FEE	_____
MARKET ACCESS CORP.	173169	52374	ESE133801	05-01-13	175.00	SUPPLIES	_____
MILLCARE BY FLOOR INNOVATIONS	173170	52370	11314	02-01-13	695.00	RCHP:SERVICE	_____
MIDCO	173171	52440	269087	04-23-13	45.00	SERVICE	_____
SUE MONSEN	173172	52371		04-30-13	80.70	WEST RIDGE CENTER:REIMBURSEMENT	_____
MUTUAL ACE HARDWARE	173173	52375	1191	04-30-13	67.46	SUPPLIES	_____
3301-NCPERS - IL IMRF	173174	52376		04-23-13	160.00	NCPERS GROUP LIFE INSURANCE	_____
NSGEL, INC	173175	52442		05-08-13	750.00	CENTENNIAL ICE ARENA:JUN 8-9, 2013	_____
NORTH SHORE BASEBALL ACADEMY	173176	52388		05-01-13	1,048.68	ATHLETICS:SOFTBALL WINTER TRAINING	_____
NORTH SHORE GAS	173177	52377	150003984793	04-12-13	653.25	RCHP	_____
		52378	150002637128	04-12-13	1,049.12	AQUATIC PARK NSG 0179425	_____
		52379	350000631729	04-25-13	437.16	1240 FREDRICKSON	_____
		52380	150002637094	04-25-13	134.39	AQUATIC PARK NSG 0310037	_____
		52381	850000697456	04-25-13	272.46	1390 SUNSET RD	_____
		52382	850002716409	04-25-13	427.55	1390 SUNSET RD MAINT BLDG	_____
		52385	150002637034	04-24-13	122.78	3100 TRAIL WAY	_____

VENDOR NAME	CHECK#	VCHR#	INVOICE #	INV. DATE	AMOUNT PAID	DESCRIPTION	APPROVAL
		52386	150002110177	04-24-13	142.44	2900 TRAIL WAY, CUNNIFF PARK SHELTER	
		TOTAL CHECK:			3,239.15		
STEVE OLSON PRINTING & DESIGN	173178	52411	7840	04-08-13	113.00	PUBLICATION: SUPPLIES	
		52412	7805	04-08-13	210.00	RCHP: SUPPLIES	
		52413	7712	03-27-13	288.00	RCHP: SUPPLIES	
		TOTAL CHECK:			611.00		
PARK DISTRICT RISK MGMT AGCY	173179	52391		04-30-13	26,903.84	PROPERTY/LIABILITY/WORKERS COMP/	
	173181	52392		04-30-13	105,785.67	HEALTH INVOICE	
INTEGRYS ENERGY SERVICES, INC.	173180	52367	1386209-01	04-16-13	10,163.57	WEST RIDGE, CENTENNIAL, LARRY FINK PRK	
INTEGRYS ENERGY SERVICES INC.	173182	52359	25778319-1	04-30-13	58.94	ROSEWOOD PARK	
		52360	25778269-1	04-30-13	394.33	YACHT CLUB	
		52361	25778268-1	04-30-13	19.76	NAVIGATION LIGHT, BOAT RAMP BLDG	
		52362	25778360-1	04-30-13	945.54	HIDDEN CREEK AQUA PARK	
		52363	25778270-1	04-30-13	237.17	EGANDALE SEC LIGHT AT BOATING BEACH	
		52364	25714681-1	04-29-13	39.26	WEST RIDGE BALLFIELD	
		52365	25778309-1	04-30-13	15.43	LINCOLN AVE BALLFIELD	
		52366	25714680-1	04-29-13	2,252.21	636 RIDGE RD(WEST RIDGE CENTER)	
		52434	25922669-1	05-02-13	8,605.12	3100 TRAIL WAY DR	
		52435	25778262-1	04-30-13	4,730.74	FINK PARK, MAINT BARN, INDOOR TENNIS	
		52436	25778272-1	04-30-13	167.03	RAVINE DR SEC APT	
		52437	25838523-1	05-01-13	857.40	1801 SUNSET RD	
		52438	25838425-1	05-01-13	8,522.46	3100 TRAIL WAY DR	
		52445	25714502-1	04-30-13	1,019.32	2821 RIDGE RD(HELLER NATURE CENTER)	
		TOTAL CHECK:			27,864.71		
	173183	52447	25714699-1	04-29-13	23.25	3452 KRENN AVE	
		52448	25778386-1	04-30-13	15.25	JENSON PARK	
		TOTAL CHECK:			38.50		
PING	173184	52389	11673272	03-08-13	75.08	SVGC: SUPPLIES	
POSTMASTER OF HIGHLAND PARK	173185	52393	70000, 70001	05-03-13	835.00	PERMITS RENEWED 70000 70001	
	173187	52394	127	05-03-13	200.00	PERMIT RENEWAL 127	
PRINCE AMERICAS, LLC	173188	52395	609724	04-09-13	242.78	DEER CREEK COURTS: SUPPLIES	
		52396	609723	04-09-13	597.12	DEER CREEK COURTS: SUPPLIES	
		52397	608159	04-03-13	143.87	DEER CREEK COURTS: SUPPLIES	
		TOTAL CHECK:			983.77		
PURCHASE POWER	173186	52390	800090900516	04-15-13	2,500.00	POSTAGE	

VENDOR NAME	CHECK#	VCHR#	INVOICE #	INV. DATE	AMOUNT PAID	DESCRIPTION	APPROVAL
RICOH USA, INC	173189	52398	5025924286	04-26-13	135.11	RICOH 03/30/13 - 04/29/13	_____
		52399	5025826062	04-18-13	216.79	RICOH 03/20/13 - 04/19/13	_____
		52400	5025826061	04-18-13	213.74	RICOH 03/20/13 - 04/19/13	_____
		52401	5025759328	04-11-13	388.75	RICOH 03/11/13 - 04/10/13	_____
		52402	5025854354	04-22-13	261.13	RICOH 03/23/13 - 04/22/13	_____
		52403	5025870088	04-23-13	213.55	RICOH 03/24/13 - 04/23/13	_____
		52404	5025907162	04-25-13	37.23	RICOH 03/29/13 - 04/28/13	_____
		52405	5025907160	04-25-13	141.43	RICOH 03/29/13 - 04/28/13	_____
		52406	5025907179	04-25-13	483.66	RICOH 03/24/13 - 04/23/13	_____
		52407	5025729593	04-09-13	27.54	RICOH 03/09/13 - 04/08/13	_____
	52408	5025698156	04-04-13	101.62	RICOH 03/04/13 - 04/03/13	_____	
			TOTAL CHECK:		2,220.55		
ROTARY CLUB OF HIGHLAND PARK	173190	52409	6674	04-01-13	255.00	ADMIN:QTRLY DUES AND MEALS	_____
JENETTE RUNGE	173191	52410	HPPD1304	04-16-13	145.00	PUBLICATION:04/12/13 EVENT	_____
JESSICA SOTO - PETTY CASH	173192	52416		05-07-13	346.00	SUMMER CAMP PETTY CASH	_____
SOIL AND MATERIAL CONSULTANTS	173193	52415	37198	04-19-13	2,988.00	ROSEWOOD BEACH CAPITAL PROJECT	_____
MICHAEL STANLEY LANDSCAPES, INC	173194	52439	8449	04-22-13	10,396.75	WEEKLY MAINTENANCE	_____
		52441	8469	05-08-13	1,123.50	WEEKLY MAINTENANCE	_____
			TOTAL CHECK:		11,520.25		
SUNSET FOOD MART INC	173195	52414	16200	04-30-13	19.98	DEER CREEK COURTS:SUPPLIES	_____
TARGET BANK	173196	52419	00028951205	04-18-13	393.03	SUPPLIES	_____
	173198	52420	00028951204	04-18-13	87.70	SUPPLIES	_____
TEAM SPORT PRO	173197	52418	2-7193	04-11-13	1,562.50	ATHLETICS:SUPPLIES	_____
UW/NORTH SHORE/HIGHLAND PK/HW	173199	52421		04-19-13	80.00	UNITED WAY	_____
VISION INTERNET PROVIDERS, INC	173200	52422	24486	04-19-13	200.00	WEB HOSTING MONTHLY FEE	_____
W-T MECHANICAL/ELECTRICAL	173201	52424	M12258-2	04-22-13	1,000.00	CENTENNIAL ICE EQUIPMENT REPLACEMENT	_____
WILSON SPORTING GOODS	173202	52423	4513448983	04-25-13	2,229.12	DEER CREEK COURTS:SUPPLIES	_____
LAKE COUNTY EDUCATION SERVICES	173203	52369	J. SOTO	04-22-13	55.00	HELLER NATURE CENTER:WORKSHOP4/22/13	_____
SOUND STRUCTURES, INC	173204	52417	187	04-18-13	300.00	HELLER NATURE CENTER:FINAL REPORT	_____
HIGHLAND PARK FIELD HOUSE	173205	52433	1049	04-25-13	18,156.00	ATHLETICS:NOVEMBER 2012 - MARCH 2012	_____
<u>REFUNDS</u>							
CENTRAL AVE SYNOGOGUE	173123		REFUND	05-01-13	45.00		_____

VENDOR NAME	CHECK#	VCHR#	INVOICE #	INV.DATE	AMOUNT PAID	DESCRIPTION	APPROVAL
DONNA CIANCIO	173124		REFUND	04-24-13	470.50		_____
KATHERINE DAUM	173125		REFUND	04-30-13	50.00		_____
KATHY GOLDBERG	173126		REFUND	04-30-13	50.00		_____
STEVEN GOLDISH	173127		REFUND	05-06-13	25.00		_____
LIZZIE GOLDSMITH	173128		REFUND	04-30-13	300.00		_____
BONNIE KEIDAN	173129		REFUND	05-06-13	216.00		_____
ANARKHAN KHUDAYBERDIEVA	173130		REFUND	04-30-13	85.00		_____
ANARKHAN KHUDAYBERDIEVA	173131		REFUND	04-30-13	150.00		_____
KRISTEN KUPPERMAN	173132		REFUND	05-01-13	810.00		_____
ERICA LIEBERMAN	173133		REFUND	04-24-13	175.00		_____
MARTY MAX	173134		REFUND	04-30-13	50.00		_____
JOSE MENDEZ	173135		REFUND	04-30-13	45.00		_____
MICHAEL MORAN	173136		REFUND	04-30-13	50.00		_____
TOM SAKOS	173137		REFUND	04-18-13	275.00		_____
CARMEN SANCHEZ	173138		REFUND	04-24-13	32.00		_____
KRISTINA SCHWARTZ	173139		REFUND	05-01-13	75.00		_____
KATHLEEN WARREN	173140		REFUND	04-30-13	251.00		_____
MAUREEN WELLS	173141		REFUND	04-30-13	6.00		_____

TOTAL: REFUNDS

3,160.50

GRAND TOTAL ALL CHECKS:

328,773.41

To the Treasurer:

The payment of the above listed accounts is hereby approved by the below named Finance Committee member as of 05-09-13 and you are hereby authorized to release the checks from the appropriate funds.

Finance Committee Member

ATTEST: _____
Secretary