

**EXTENSION AND MODIFICATION TO LEASE AGREEMENT DATED  
JULY 2, 1992, BY AND BETWEEN THE VILLAGE OF HANOVER PARK  
AND DUPAGE PUBLIC SAFETY COMMUNICATIONS**

This Extension and Modification to the Lease Agreement dated July 2, 1992, by and between the Village of Hanover Park and DuPage Public Safety Communications is entered into this 6th day of November, 2014.

WHEREAS, on July 2, 1992, the Village of Hanover Park, a municipal corporation of the State of Illinois (hereinafter "Village") entered into a ground lease "Lease Agreement" for a communications tower with DuPage Public Safety Communications (hereinafter "DU-COMM") which lease provided for a term of ten (10) years with two (2) extension options for an addition ten (10) years each, but said lease has lapsed, expired, and ended since the option was not exercised; and

WHEREAS, the Lease Agreement also provided that DU-COMM could enter into a sublease which sublease was approved by Village and provided no cash rent was payable from sublessee to DU-COMM; and

WHEREAS, the Lease Agreement further provided that DU-COMM could sublease transmitter/receiver locations on the tower and space within a building upon the site, subject, however, to the prior approval of Village, which approval shall not be unreasonably denied; and

WHEREAS, in June 2011, DU-COMM, without extending its lease with Village, nor seeking prior approval from Village, entered into a First Amendment to Site Agreement No. 186 with New Cingular Wireless PCS, LLC (hereinafter "New Cingular") increasing the number of antennas allowed under the original sublease, providing cash rent to DU-COMM, and extending the term of the sublease by up to twenty (20) years; and

WHEREAS, Village and DU-COMM find it in their respective best interests to extend and modify the July 2, 1992, Lease Agreement; now, therefore,

IT IS AGREED by and between the Village and DU-COMM as follows:

1. That the Lease Agreement of July 2, 1992, by and between Village and DU-COMM is reinstated as though all extension notices from DU-COMM to Village were timely given subject, however, to the modification of the Lease Agreement as hereafter enumerated.
2. That the term of the lease is extended to June 30, 2042.
3. That DU-COMM shall solely all gross cash rent derived from its First Amendment to Site Agreement No. 186.
4. That DU-COMM shall not further lease, sublease, license, or amend any lease, sublease or license concerning the site leased pursuant to the Lease Agreement to DU-COMM by Village without the express written consent of Village. Should DU-COMM seek to further lease, sublease, license or amend any lease, sublease or license, it will discuss with the Village a revenue sharing agreement for any revenue received as a result of such further lease, sublease, license or amendment to any lease.
5. That DU-COMM shall, prior to July 30, 2015, remove the existing driveway and its base serving the leased area both on and off of the leased area and construct a new driveway and base therefore in accordance with Village's driveway standards as described and illustrated on Exhibit "A," attached hereto; and provide landscaping and plantings to serve the leased premises in accordance with existing Village standards.

DU-COMM shall have the duty to maintain, repair, and replace the driveway and maintain and replace the landscaping during the term of the Lease Agreement.

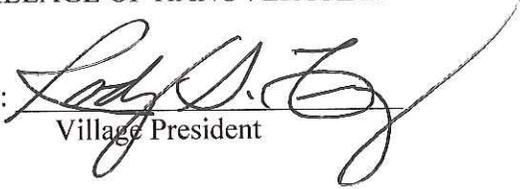
6. That during the term of this Agreement, DU-COMM shall maintain the property at the tower site in a manner as required by the property maintenance codes of the Village.

7. That DU-COMM may, during the term of this Agreement, enter into a site lease agreement with the DuPage County Emergency Telephone System Board (ETSB) and Motorola for the placement of a STARCOM antenna site at the tower. If a site lease agreement with the ETSB and Motorola is considered, DU-COMM will notify the Village in writing. Any such site agreement shall not generate any revenue to DU-COMM.

8. Effectiveness of Agreement. The Village and DU-COMM hereby expressly waive any breach or default committed by the other Party pursuant to the Lease Agreement as of the effective date of this Extension and Modification, including, without limitation, any action or inaction regarding the Lease Agreement. All terms and conditions of the Lease Agreement shall remain in full force and effect, except as specifically modified by this Extension and Modification. In the event of a conflict between the terms and conditions of the Lease Agreement with those of this Extension and Modification, the terms and conditions of this Extension and Modification shall supersede and control.

IN WITNESS WHEREOF, the Village of Hanover Park and DuPage Public Safety Communications by their duly authorized representatives have executed this Extension and Modification as of the day and year first written above.

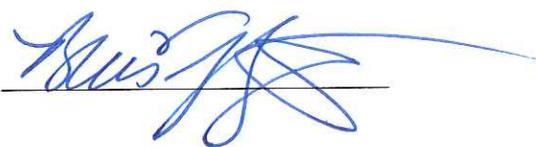
VILLAGE OF HANOVER PARK

By:   
Village President

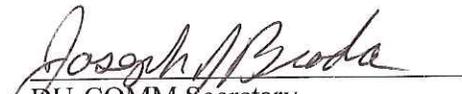
Attest:

  
Village Clerk

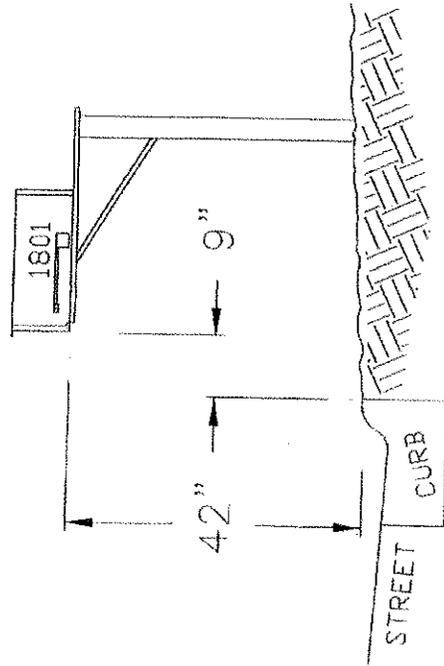
DUPAGE PUBLIC SAFETY  
COMMUNICATIONS

By: 

Attest:

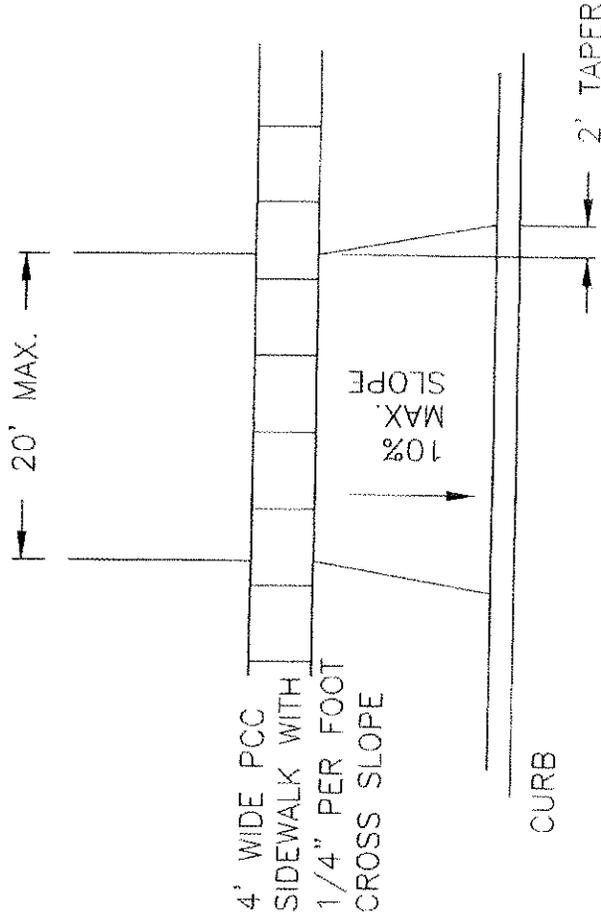
  
DU-COMM Secretary

# RESIDENTIAL MAILBOX DETAIL



MAILBOX POST TO BE WOODEN 4"X4" OR GALVANIZED POST (BRICK OR MASONRY STRUCTURES NOT ALLOWED)

# RESIDENTIAL DRIVEWAY AND SIDEWALK DETAIL



BITUMINOUS DRIVEWAYS TO BE 6" STONE AND 2" ASPHALT OR 5" CLASS SI NONREINFORCED CONCRETE OVER 2" COMPACTED GRANULAR SUBBASE

SIDEWALK TO BE 5" CLASS SI CONCRETE (6" AT DRIVEWAYS) OVER 2" COMPACTED GRANULAR SUBBASE. CONSTRUCTION JOINTS TO BE 4' ON CENTER, EXPANSION JOINTS 50'