

**FIRST AMENDMENT TO A LICENSE AGREEMENT BETWEEN  
THE VILLAGE OF PALOS PARK AND SOUTHWEST CENTRAL DISPATCH  
(Monopole at 12150 South Wolf Road)**

This FIRST AMENDMENT TO LICENSE AGREEMENT (the "FIRST AMENDMENT") is entered into this 12<sup>th</sup> day of January, 2015, by and between the VILLAGE OF PALOS PARK, an Illinois municipal corporation (the "LICENSOR") and SOUTHWEST CENTRAL DISPATCH, an intergovernmental cooperation association (the "LICENSEE"). The LICENSOR and the LICENSEE are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, the LICENSOR and the LICENSEE entered into a LICENSE AGREEMENT, dated November 9, 2010 (the "ORIGINAL AGREEMENT"); and

**WHEREAS**, the LICENSOR and the LICENSEE desire to amend certain provisions of the ORIGINAL AGREEMENT, to address additional equipment to be owned by LICENSEE and attached to the TOWER (as defined in the ORIGINAL AGREEMENT); and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

**WHEREAS**, it is in the best interests of the LICENSOR and the LICENSEE to enter into this FIRST AMENDMENT;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. That Exhibit "B" to the ORIGINAL AGREEMENT is hereby amended by adding the language and documentation attached hereto as Exhibit 1, as part of Exhibit "B" to the ORIGINAL AGREEMENT.

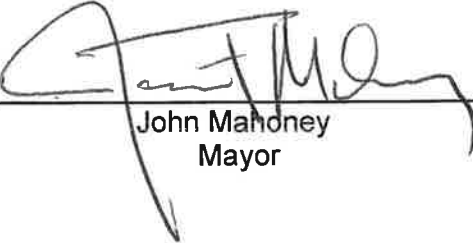
2. That all portions of the ORIGINAL AGREEMENT, not amended hereby, shall remain in full force and effect.

3. This FIRST AMENDMENT shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same FIRST AMENDMENT.

4. This FIRST AMENDMENT shall be deemed dated and become effective on the date the last of the Parties executes this FIRST AMENDMENT, as set forth below.

**IN WITNESS WHEREOF**, the LICENSOR, pursuant to authority granted by the adoption of an Ordinance by its Village Council, has caused this FIRST AMENDMENT to be executed by its Mayor and attested by its Clerk; and the LICENSEE, pursuant to the authority duly granted by the adoption of a Motion/Resolution by its Executive Committee, has caused this instrument to be signed by its President and attested by its Secretary.

**VILLAGE OF PALOS PARK**

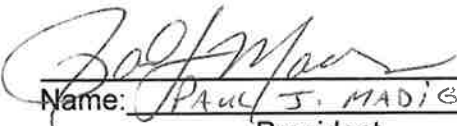
  
\_\_\_\_\_  
John Mahoney  
Mayor

**ATTEST:**

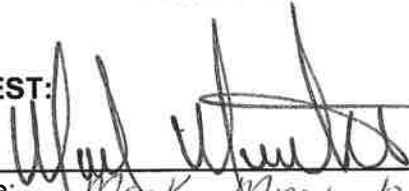
  
\_\_\_\_\_  
Marie Arrigoni  
Village Clerk

Dated: January 12, 2015

**SOUTHWEST CENTRAL DISPATCH**

  
\_\_\_\_\_  
Name: PAUL J. MADIGAN  
President

**ATTEST:**

  
\_\_\_\_\_  
Name: Mark Micopich  
Secretary

Dated: February 20, 2015

**Exhibit 1**

**Additional Language and Depictions  
For Exhibit "B" to the ORIGINAL AGREEMENT**

Ice Bridge, Ice Bridge Posts and Ice Bridge Foundation, along with related and ancillary improvements, as shown on the following two (2) pages.



**CODY/BRAND & ASSOCIATES, INC.**  
 3121001072  
 3121001072  
 3121001072

**PRIMECO**  
 FEDERAL COMMUNICATIONS  
 ONE PIERCE PLACE - SUITE 1100  
 ALASKA, ALASKA 99501  
 680-773-1600 FAX 680-773-2938

**PROJECT TITLE:**  
 WATER TOWER MOUNTED ANTENNA  
**SITE:** 8810-1  
 ST. CHARITTS  
 123RD & WOLF ROAD  
 COOK COUNTY, PALOS PARK, IL

**APPROVALS:**  
 PROJECTED \_\_\_\_\_  
 LANDLORD \_\_\_\_\_  
 LEASING \_\_\_\_\_  
 E.L.P. \_\_\_\_\_  
 ZONING \_\_\_\_\_  
 CONSTRUCTION \_\_\_\_\_  
 BIDD \_\_\_\_\_

**DRAWING PRINTING/REVISION DATES**

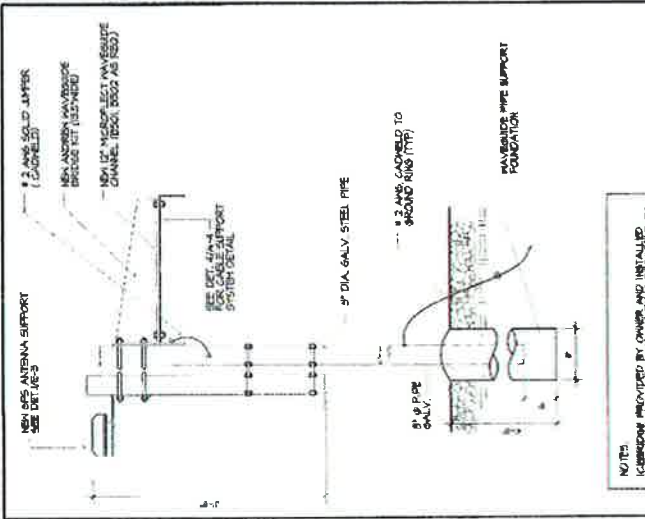
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**DATE:** 07-15-97  
**JOB NUMBER:** 97054

**DRAWN BY:** 694A

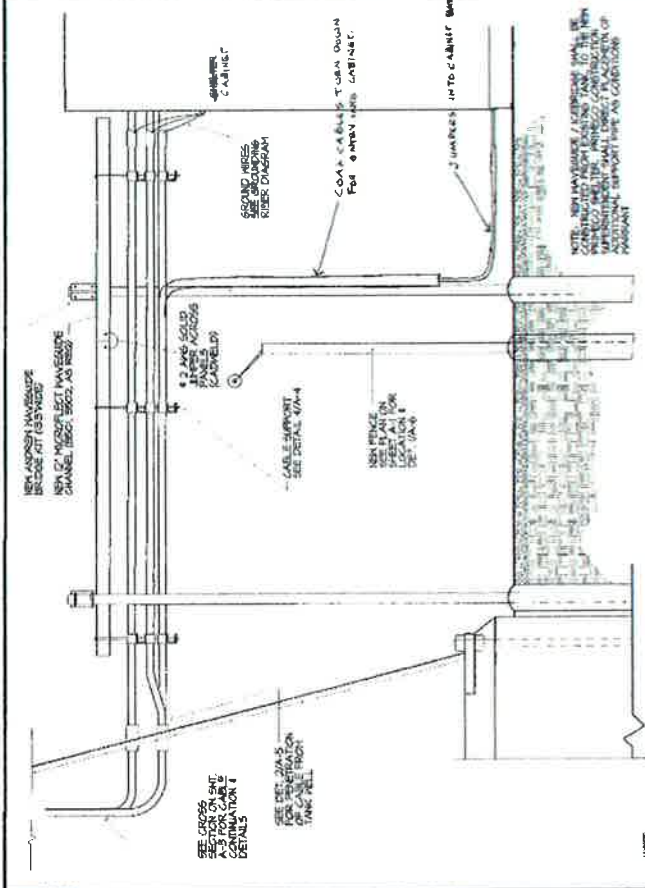
**SHEET TITLE:** SECTIONS

**SHEET NO.:** **A-4** of 05



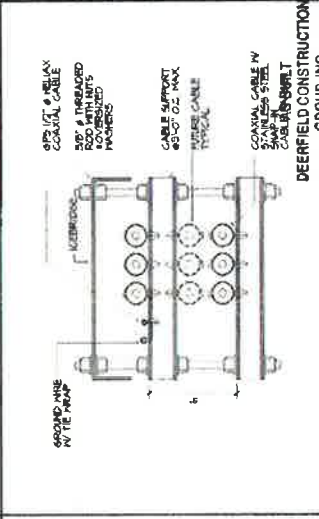
**SECTION 1**  
 SCALE: NOT TO SCALE

**NOTE:**  
 I. CASHFIELD  
 ALL BOLTS TO BE SUPPLIED WITH NUTS AND WASHERS  
 BY S.C. INGALL PER MANUFACTURER'S REQUIREMENTS



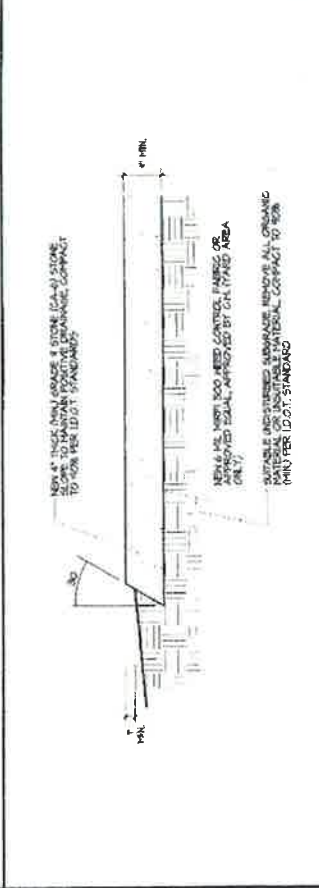
**SECTION 2**  
 SCALE: NOT TO SCALE

**NOTE:**  
 I. CASHFIELD  
 ALL BOLTS TO BE SUPPLIED WITH NUTS AND WASHERS  
 BY S.C. INGALL PER MANUFACTURER'S REQUIREMENTS



**SECTION 3**  
 SCALE: NOT TO SCALE

**NOTE:**  
 I. CASHFIELD  
 ALL BOLTS TO BE SUPPLIED WITH NUTS AND WASHERS  
 BY S.C. INGALL PER MANUFACTURER'S REQUIREMENTS



**SECTION 4**  
 SCALE: NOT TO SCALE

**NOTE:**  
 I. CASHFIELD  
 ALL BOLTS TO BE SUPPLIED WITH NUTS AND WASHERS  
 BY S.C. INGALL PER MANUFACTURER'S REQUIREMENTS

**YARD/DRIVEWAY PAVEMENT**  
 SCALE: 1/2" = 1'-0"

**NOTE:**  
 I. CASHFIELD  
 ALL BOLTS TO BE SUPPLIED WITH NUTS AND WASHERS  
 BY S.C. INGALL PER MANUFACTURER'S REQUIREMENTS

## BILL OF SALE AND RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that the Village of Palos Park, an Illinois municipal corporation, with an address of 8999 West 123<sup>rd</sup> Street, Palos Park, Illinois 60464 ("Seller") does hereby sell, transfer and convey unto Southwest Central Dispatch, 7611 West College Drive, Palos Heights, Illinois 60463 ("Buyer"), for and in return of One and No/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following item or items, more particularly described as follows:

Ice Bridge, Ice Bridge Posts, and Ice Bridge Posts Foundation, all located on the Seller-owned monopole at 12150 South Wolf Road, in Palos Park, Illinois 60464, in relation to which the Seller and the Buyer have entered into a License Agreement, dated November 9, 2010, for the Buyer's use of said monopole for dispatching services, along with related and ancillary improvements, as shown in part in Exhibit A attached hereto and made part hereof, and all AS-IS, WHERE-IS, with NO WARRANTIES OF ANY KIND (hereinafter collectively the "Equipment").

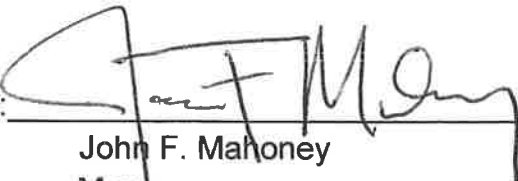
1. **Condition of Equipment; Disclaimer of Warranties and Release.** Buyer hereby acknowledges that it, or its employee(s), agent(s) or contractor(s), has the expertise necessary to inspect the Equipment, and that it, or its employee(s), agent(s) or contractor(s), has inspected the Equipment in its current condition as of the effective date of this Bill of Sale and Release Agreement. The Equipment is transferred to Buyer AS-IS, WHERE-IS, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for those representations specifically enumerated in paragraph 2 below, Buyer, for itself, its successor, agents and assigns, hereby releases and forever discharges Seller, its successors, assigns, affiliates, officers, elected officials, agents, employees and legal representatives from any and all claims, losses, and demands or liability of every kind, whether known or unknown, which Buyer has, or may have, arising out any use or ownership of the Equipment either now or in the future, and Buyer assumes all risk related to or arising from the Equipment. This Bill of Sale and Release Agreement is binding upon Buyer, its successors, agents, employees, assigns and legal representatives, and inures to the benefit of Seller and its successors, assigns, affiliates, agents, officers, elected officials, employees and legal representatives.
2. **Seller's Representations.** Seller represents only that, as of the date hereof, Seller is the owner of the Equipment, free and clear of any lien, security interest or encumbrance, and that no financing statement covering said Equipment or any proceeds thereof is on file in any public office.

3. **Acknowledgement of Obligations, Authority, Expertise.** Buyer acknowledges that taking ownership of the Equipment pursuant hereto may make it responsible for certain obligations and regulations in regard to registering the Equipment or continuing to register the Equipment with the Federal Aviation Authority ("FAA") and the Federal Communication Commission ("FCC") and Buyer will be responsible for compliance with any and all laws, rules and regulations related to the Equipment, whether municipal, state, federal or otherwise required. Buyer represents that it has the appropriate authority to enter into this Bill of Sale and Release Agreement and appropriate expertise and technological knowledge to take ownership of the Equipment.

**IN WITNESS WHEREOF**, Seller and Buyer have caused this Bill of Sale and Release Agreement to be duly executed and effective as of the date of full execution by both Parties (the "Effective Date").

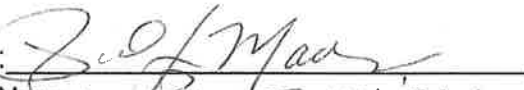
**SELLER:**

**Village of Palos Park,  
an Illinois municipal corporation**

By:   
John F. Mahoney  
Mayor


**BUYER:**

**Southwest Central Dispatch,  
an intergovernmental cooperation  
association**

By:   
Name: PAUL J. MADIGAN  
President

**ATTEST:**

  
Marie Arrigoni  
Village Clerk

  
Name: Mark Micotich  
Secretary

Date: January 12, 2015

Date: February 20, 2015

**Exhibit A**

**Illustrative Depictions of Transferred Equipment**





**CODY/BAHNS & ASSOCIATES, INC.**  
 200 W. MONROE ST. • CHICAGO, ILL. 60606  
 TEL: 312-467-1100  
 FAX: 312-467-1101

**PRIMECO**  
 NATIONAL CEMENT SALES  
 ONE PIERCE PLACE - SUITE 1100  
 PLASCA, ILLINOIS 60143  
 800-778-1800 FAX 630-778-2830

**PROJECT TITLE**  
 WATER TOWER MOUNTED ANTENNA  
 SITE BOLD-1  
 STODOLITZAS  
 IZARD & WOLF ROAD  
 COOK COUNTY, PALOS PARK, IL

**APPROVALS**

|              |       |
|--------------|-------|
| PERMITS      | _____ |
| LANDING      | _____ |
| LEASING      | _____ |
| B.P.         | _____ |
| ZONING       | _____ |
| CONSTRUCTION | _____ |
| BBP          | _____ |

**DRAWING PRINTING/REVISION DATES**

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**DATE** 01-25-01

**JOB NUMBER** 91054

**DRAWN BY** GMA

**SHEET TITLE** SECTIONS

**SHEET NO.** **A-4** of **06**

