

# *Village of Gilberts*

Village Hall  
87 Galligan Road, Gilberts, IL 60136  
Ph. 847-428-2861 Fax: 847-428-2955  
www.villageofgilberts.com

## **Village Administrator Memorandum 68-12**

**TO:** President Rick Zirk  
Board of Trustees

**FROM:** Ray Keller, Village Administrator *RK*

**DATE:** November 28, 2012

**RE:** Village Board Meeting – December 4, 2012

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The following summary discusses the agenda items for the Village Board meeting scheduled for December 4, 2012:

**1. CALL TO ORDER**

**2. ROLL CALL / ESTABLISH QUORUM**

**3. RECOGNITION**

**A. Recognition of the Grizzlies Bantam Orange Super Bowl Champions**

Members of the Grizzlies Bantam Orange football team will be recognized for their Super Bowl win.

**4. PUBLIC COMMENT**

**5. CONSENT AGENDA**

**A. Motion to approve Minutes from the November 20, 2012 Village Board Meeting**

Please review the enclosed minutes from the November 20 Village Board meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions. Staff recommend approval.

**B. Motion to approve Bills & Salaries dated December 4, 2012**

Please refer to the enclosed spreadsheet, which lists the bills to be approved. If you need additional information about any of these bills, please contact me or Finance Director Marlene Blocker prior to the meeting. Staff recommend approval.

**C. Motion to approve Resolution 25-2012, a Resolution authorizing the execution of an agreement between the Village of Gilberts and i3 American Inc. to provide for the construction and operation of FiberCity Gilberts**

Public Works Facility  
Finance & Building Departments  
73 Industrial Drive, Gilberts, IL 60136  
Ph. 847-428-4167 Fax: 847-551-3382

Police Department  
86 Railroad St., Gilberts, IL 60136  
Ph. 847-428-2954 Fax 847-428-4232

Approval of this resolution would authorize the execution of an agreement with i3 America Inc. to start the FiberCity Gilberts project, a public-private partnership that would extend a fiber optic network throughout Gilberts. At no cost to the Village, i3 would primarily use the Village's sanitary sewer system to install fiber optic cable adjacent to every address in the Gilberts. I3 would manage the open-content network, which will ultimately expand residents' and business' options for internet, cable and telecommunications providers. I3 is also committing to providing two strands of fiber to all of the Village's facilities, including the water towers, by August 31, 2013.

Staff recommend approval of the final draft agreement. If approved, I3 will begin their marketing campaign to inform potential customers of the network proposal. Please contact Assistant to the Administrator Bill Beith with any questions or requests for additional documentation.

**6. ITEMS FOR APPROVAL**

There are no items submitted for approval, except any items that may be removed from the Consent Agenda.

**7. ITEMS FOR DISCUSSION**

There are no new items scheduled for discussion at this meeting. Please contact me or President Zirk prior to the meeting to add a discussion topic to the agenda.

**8. STAFF REPORTS**

Staff will provide updates on current activities at the meeting.

**9. BOARD OF TRUSTEES REPORTS**

**10. PRESIDENT'S REPORT**

**11. EXECUTIVE SESSION**

Please contact me if you any questions about executive session topics.

**12. ADJOURNMENT**

**Village Board of Trustees**  
**Meeting Agenda**  
**Village of Gilberts**  
**87 GALLIGAN ROAD,**  
**GILBERTS, ILLINOIS 60136**  
**December 4, 2012**  
**7:00 P.M.**

# **A G E N D A**

## **ORDER OF BUSINESS**

- 1. CALL TO ORDER / PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL / ESTABLISH QUORUM**
- 3. RECOGNITION**
  - A. Recognition of the Grizzlies Bantam Orange Super Bowl Champions
- 4. PUBLIC COMMENT**
- 5. CONSENT AGENDA**
  - A. A Motion to approve Minutes from the November 20, 2012, Village Board Meeting
  - B. A Motion to approve Bills & Salaries dated December 4, 2012
  - C. A Motion to approve Resolution 25-2012, a Resolution authorizing the execution of an agreement between the Village of Gilberts and i3 America to provide for the construction and operation of Fibercity Gilberts
- 6. ITEMS FOR APPROVAL**
- 7. ITEMS FOR DISCUSSION**
- 8. STAFF REPORTS**
- 9. BOARD OF TRUSTEES REPORTS**
- 10. PRESIDENT'S REPORT**
- 11. EXECUTIVE SESSION**

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2 (c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 102/2 (c) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2 (c) (21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters.
- 12. ADJOURNMENT**

## AUDIENCE PARTICIPATION

Anyone indicating a desire to speak during Public Comments will be acknowledged by the Village President. Please state your name, address and topic when called upon to speak. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). Interrogation of the Village Staff, Village President, Village Board or any of their comments will not be allowed at this time. Personal invectives against Village Staff or Elected Officials are not permitted.

To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President.

If you have written comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue.

During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting.

"The Village of Gilberts complies with the Americans with Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number 874/428-2861." *Assistive services will be provided upon request.*

**GILBERTS GRIZZLIES MAC TEN BANTAM**

**PLAYER INFORMATION**

Number	Position	First name	Last name
1	QB / Safety	Johnny	Kolakowski
2	RB / MLB	Clem	McCullough
6	OLB	Mark	Pachowicz
9	OG	Eric	Russell
11	RB / CB	Matthew	Hurley
17	WR / OLB	Kyle	Decker
26	RB / DE	James	Borgardt
30	RB / CB	Daniel	Hurley
32	OT	Tyler	Sweca
41	DT	Charlie	Sladek
60	OG	Ryan	Miedema
77	C / NT	Xander	Gramarossa
85	WR / DT / K	Exzavier	Meyer
93	OT / DE	Sam	Plak

**COACHING STAFF INFORMATION**

TITLE		FIRST NAME	LAST NAME
SPECIALTY			
Head Coach	Offensive Coordinator	Derek	Decker
Assistant Coach	O-Line & D-Line Coach RB & Kicking Coach	Bob	Borgardt
Assistant Coach	Defensive Coordinator O-Line & D-Line Coach	Kirk	Gramarossa
Assistant Coach	QB, RB & WR Coach LB & D-Backs Coach	Art	Hurley
Team Mom		Cynthia	Borgardt
Team Mom		Claudine	Russell

**Village of Gilberts  
87 Galligan Road  
Gilberts, Illinois 60136  
Village Board  
Meeting Minutes  
November 20, 2012**

**Call to Order/Pledge of Allegiance**

President Zirk called the meeting to order at 7:00 p.m. He proceeded to lead those present in the Pledge of Allegiance.

**Roll Call/Establish Quorum**

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Corbett, Clark, Mierisch, Zambetti, Hacker and President Zirk. Others present: Administrator Keller, Assistant to the Village Administrator Beith, Finance Director Blocker and Village Clerk Meadows. For members of the audience please see the attached list.

**Public Comment**

President Zirk asked if anyone in attendance wished to address the Board. There were no comments from the audience.

**Consent Agenda**

- A. A Motion to approve Minutes from the November 6, 2012 Village Board Meeting**
- B. A Motion to approve Minutes from the November 13, 2012 Committee of the Whole Meeting**
- C. A Motion to approve the October 2012 Treasurer's Report**
- D. A Motion to approve Bills and Salaries as follows: General Fund \$330,324.96, Permit Pass Thrus \$2,652.50, Performance Bonds and Escrows \$736.10, Water Fund \$34,626.47, Payroll \$70,066.46**
- E. A Motion to approve Resolution 26-2012, a Resolution estimating the amount of the Tax Levy**
- F. A Motion to approve Resolution 27-2012, a Resolution Establishing a Time and Place for the Public Hearing to Consider a Tax Increment Financing Redevelopment Plan and Project for the Proposed Higgins Road Industrial Park Conservation (IPC) Area**

President Zirk asked if there were any questions or comments on any of the items listed on the consent agenda. The Board Members had no comments on the consent agenda. **A Motion was made by Trustee Clark and seconded by Trustee Mierisch to approve the Consent Agenda as presented.** Roll call: Vote: 5-ayes-Trustees Corbett, Clark, Mierisch, Zambetti, and Hacker. 0-nays, 0-abstained. Motion carried.

**Items for Approval**

There were no items listed under "Items for Approval".

#### **Items for Discussion**

##### **Resolution 25-2012, a Resolution authorizing the execution of an agreement between the Village of Gilberts and i3 America, Inc. to provide for the construction and operation of Fibercity Gilberts.**

Assistant to the Village Administrator Beith introduced i3 America's Chief Financial Officer Mr. Michael Norris. Mr. Norris discussed the amendments to the agreement. He reported that i3 American has agreed on the final talking points. They concurred with the Village's request to convey ownership of all the Village's facilities strands of dark fiber to the Village. In addition, as requested by the Village they have projected a final service delivery date of August 31, 2013.

There was some discussion with respect to promoting economic development within the proposed Prairie Park Industrial Area. Mr. Norris agreed that i3 America will place high priority on installing the fiber system to in the proposed industrial park and other commercial sites.

The Board members commented on the positive impact the fiber network will have on home based business. Mr. Norris confirmed that the fiber system would pass all residential and business addresses within the Village limits.

Trustee Hackett inquired if Mr. Norris could estimate the monthly residential service fees. Mr. Norris replied no, however he anticipates it will be a very competitive market which will benefit the consumers.

The Board Members along with Mr. Norris discussed how the fiber services would be marketed. Mr. Norris reported that i3 America would have its own Public Relations Officer implementing aggressive marketing strategies. In addition, i3 America will be using the Google Marketing Model.

There being no further discussion, this matter will be placed on the next consent agenda.

##### **Higgins Road Industrial Park Conservation Area TIF District**

Administrator Keller discussed the overall framework of the draft Redevelopment Plan and the estimated construction costs and TIF reimbursements. He reported that the estimated total cost of the development is 63 million dollars. Staff is recommending as an economic development incentive the Village allocate 7.5 million dollars from the proposed TIF District revenues to assist the development with infrastructure cost, engineering designs and other eligible certified cost.

Staff is also recommending an additional incentive to tenant #1 in the amount of \$250,000 of TIF funds for physically permanent upgrades.

In addition, staff recommends dedicating \$500,000 from the total 8 million dollars in TIF funds to provide incentive to other tenants for the purpose of physical permanent upgrades.

Trustee Mierisch inquired if the proposed TIF Fund incentives were different than a possible sales tax sharing program. Administrator Keller replied yes. The sales tax sharing program that had been discussed in the past would consist of sharing a percentage of the 1% sales tax if the industrial user was a sales tax generator. This program would not apply to commercial users.

A lengthy discussion ensued on ways in which to encourage the developer to develop the commercial district sooner than later. President Zirk noted that the Village is not investing any general funds. The developer's motivation to complete the project is generated by the qualified TIF Funds which are only available when the improvements are completed and the costs are certified by the Village Engineers.

President Zirk noted that the proposed development would also increase the sales tax base in other ways. The addition of 500-600 people to the Gilberts' workforce should have a positive benefit to current businesses by increasing sales during working hours.

Administrator Keller reported that staff should have the outstanding details of development documents available for review by December 4<sup>th</sup> and the drafts development documents prepared for discussion at the December 11<sup>th</sup> Committee of the Whole Meeting.

Mr. Jeff Possin, Interstate Partners, Director of Real Estate reported that their development in the Village of Huntley broke ground in mid-September and is scheduled to be delivered by the end of the month.

#### **Staff Reports**

Administrator Keller commented on the TIF District Joint Board of Review schedule. The JRB is scheduled to hold their first meeting on December 6<sup>th</sup> at 1:00 p.m. here at the Village Hall. The notices to the taxing bodies will be sent out on November 21<sup>st</sup> and the certified mailing to properties within 750 feet will be mailed on November 22<sup>nd</sup>.

Trustee Mierisch inquired on the procedure the JBR uses when appointing a resident to reside on the Joint Board of Review. Administrator Keller replied that the Board would probably choose a staff or an elected official to serve on the Board. They might consider appointing Trustee Farrell.



Administrator Keller reminded everyone that the Public Hearing on the amendments to the Zoning, Subdivision, and other Development Regulations, and the creation of a Unified Development Ordinance is scheduled for Wednesday, December 5<sup>th</sup> at 7:00 p.m. here at the Village Hall.

**President's Report**

President Zirk wished everyone in attendance a Happy Thanksgiving.

President Zirk thanked Assistant to the Village Administrator Beith for all his hard work on the Fibercity agreement.

**Adjournment**

There being no further business to discuss, a motion was made by Trustee Zambetti and seconded by Trustee Clark to adjourn from the public meeting at 7:54 p.m. Roll call: Vote: 5-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

## Sign in Sheet

[illegible]

	VENDOR		GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRU\$	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL		
	TOTAL									
	GRAND TOTAL	92,117.51	11,024.37	-	1,880.00	2,794.71	21,313.79	55,104.64		
	BILLS ADDED AFTER PACKETS:									
	PAYROLL 11/18/12 - 12/01/12	55,104.64						55,104.64		
	BEITHWM WILLIAM BEITH	107.32	107.32							
	EXELON CONSTELLATION	7,301.15					7,301.15			
	GIL001 GILBERTS POST OFFICE	500.00	500.00							
	GRAINGER GRAINGER	67.68					67.68			
	HARM001 HARMONY METAL FABRICATION	461.00					461.00			
	MANALY01 MCHENRY ANALYTICAL WATER	1,010.00					1,010.00			
	MEN002 MENARDS CARPENTERSVILLE	60.71	40.88				19.83			
	NAPA01 DUNDEE NAPA AUTO PARTS	52.53	52.53							
	NW/POLICE NORTHWEST POLICE ACADEMY	75.00	75.00							
	NMWS01 FERGUSON WATERWORKS	2,201.55					2,201.55			
	RESERVE RESERVE ACCOUNT	500.00	500.00							
	SUBLAB01 SUBURBAN LABORATORIES	310.00					310.00			
	TAUSS01 DAVID TAUSSIG & ASSOC	2,250.00	2,250.00							
	AT&T U-VERSE	75.00	75.00							
	B&W001 BAXTER & WOODMAN, INC.	12,797.25			1,880.00	2,736.71	8,180.54			
	CAN01 CANON FINANCIAL SERVICES, INC.	800.00	690.00				110.00			
	COM003 COMMONWEALTH EDISON	220.40	220.40							
	EMBCOF EMBASSY COFFEE SERVICE	42.72	42.72							
	EXELON CONSTELLATION	167.29	167.29							
	EXXON01 WRIGHT EXPRESS FSC	1,479.17	1,058.79				420.38			
	GIL001 U.S. POSTAL SERVICE	380.00	380.00							
	MEN002 MENARDS - CARPENTERSVILLE	445.38	179.22				266.16			
	MWRE001 MIDWEST RADAR & EQUIPMENT	160.00	160.00							
	NEX001 NEXUS OFFICE SYSTEMS, INC.	88.96	88.96							
	NEXT01 NEXTEL COMMUNICATIONS	490.41	365.72				124.69			
	SCUFF01 RICHARD SPINKER	560.00	560.00							
	SUBLAB01 SUBURBAN LABORATORIES	335.00					335.00			
	T0001554 ALL STAR PLUMBING SERVICES	58.00				58.00				
	UNION01 UNION NATIONAL BANK OF ELGIN	3,510.54	3,510.54							
	WCOM01 COMMONWEALTH EDISON-WATER	505.81					505.81			

A	
Check Warrant Report	
Payroll Checks From 11/18/12 - 12/01/12	
Employee Name	Net Pay
Blocker, Marlene	1,517.22
Meadows, Debra	1,379.26
Sorenson, Shirley	1,091.40
Danca, Karen	288.08
Berth, William	552.82
Keller, Raymond B.	2,364.51
Joswick, Michael	1,978.48
Rood, Jackie E. Jr	2,422.13
Block, Todd J	2,417.59
Pulgar, Hector L	2,045.97
Oberth, Michael	1,544.00
Hill, Jeff R	1,449.71
Levand, James A	1,067.01
Williams, Steven	2,299.51
Stokes, Janet	1,067.56
Swedberg, John L	1,986.89
Castillo, John	1,611.84
Varas, Randy	1,484.00
Siegbahn, Lisa	604.43
Joswick, Christopher	190.69
Thomas, Randall	238.41
Maculitis, Jerome	195.18
Izydorski, Michael	1,273.97
Meador, Eric E.	1,587.71
Hernandez, Jason	779.94
Lorkowski, Michael	195.18
Klaras, Jason	934.87
Sheppard, Paul	1,181.26
Schuning, Larry	800.08
Zirk, Rick	321.66
Hacker, Louis	178.37
Corbett, Dan	223.37
Clark, Everett	169.16
Mierisch, Pat	169.16
Zambetti, Guy	160.83
Farrell, Nancy	223.37
PAYROLL LIABILITIES:	
Federal Tax Deposits	13,104.18
ICMA-RC	337.47
ICMA-RA	500.00
Illinois Department of Revenue	2,497.80
SD1 State Disbursement Unit	160.00
SDC State Disbursement Unit-Cook	186.57
SDU State Disbursement Unit	323.00
Total All Checks	55,104.64

**RESOLUTION****VILLAGE OF GILBERTS**

**A Resolution authorizing the execution of an agreement between the Village of Gilberts and i3America Inc. to provide for the construction and operation of Fibercity Gilberts**

**NOW THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

**Section 1:**

The agreement by and between the Village of Gilberts and i3 America Inc. attached hereto as Exhibit A shall be and is hereby authorized and approved, and the President and Village Clerk are hereby authorized to execute said Agreement.

**Section 2:**

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2012 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Everett Clark	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS \_\_\_\_ DAY OF November, 2012

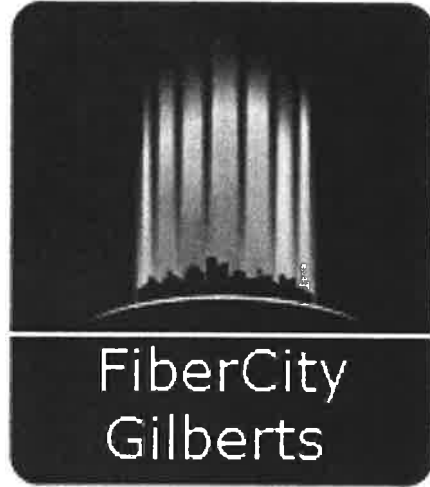
\_\_\_\_\_  
Village President, Rick Zirk

(SEAL)

ATTEST:

\_\_\_\_\_  
Village Clerk, Debra Meadows

Published: \_\_\_\_\_



**DRAFT COPY NOVEMBER 29, 2012**

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## **AGREEMENT**

This Agreement (hereinafter, the "Agreement") is made between the Village of Gilberts, Illinois (hereinafter, the "Village" or "Authority") and FiberCity Gilberts LLC (hereinafter, the "Grantee").

The Village desires to enter into this Agreement with the Grantee for the right to construct, maintain and operate the System, on the terms and subject to the conditions set forth herein.

### **SECTION 1: Definition of Terms**

#### **1.1 Terms.**

For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

"Act" means, collectively, Title 9, Chapter 8, Article C of the Village of Gilberts Village Code, commonly known as "Construction of Facilities in Public Rights of Way", and any other applicable Federal or State statute, law, or regulation or other Village of Gilberts ordinance by which the Village has authorized the execution, delivery and performance of this Agreement.

"Agreement" means the initial authorization, or renewal thereof, issued by the Village President, whether such authorization is designated as a registration, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes construction and operation of the System. Agreement also includes any amendments or modifications hereto.

"Authority" means the Village of Gilberts, Illinois including its Board of Trustees, Commissions and Committees or the lawful successor, transferee, designee, or assignee thereof, also referenced in this Agreement as "Village."



"Effective Date" shall be the date of execution of the Agreement by the Village and Grantee.

"Facilities" means the Point of Presence (PoP) at 73 Industrial Drive, Gilberts, Illinois, 60136, which is the building and related electronic and fiber facilities [which are designated and agreed upon and set forth on Exhibit 1] are located in the Village from which the fiber optic cables will be deployed to a Premise Wall.

"Boundary" means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto or subtractions thereof, by annexation or other legal means.

"Grantee" shall have the meaning set forth in the preamble hereof.

"Law" shall include all federal, state or local laws, regulations or rules, and any other action by an authorized entity or person that has the effect of law.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"PoP" means point of presence, the physical central location of the Facilities.

"Premise Wall" means the wall of the business or residence to which the fiber optic cable will terminate, which is part of the System.

"Public Way" shall mean the Right(s) of Way and any public utility easements, licenses, or other rights to use property for public purposes under the control and jurisdiction of the Village, as such term is defined in Section 9-8C-2 of the Village Code.

"Service Provider" means a person who will provide telecommunications, information, or video programming services at retail over the System to any subscribing premise that requests all or a part of such services.

"System" means a neutral-host, fiber optic network, located within the Boundary that will allow Service Providers to deliver telecommunications, information, or video programming services to subscribing premises, with the fiber optic cable to be laid from the PoP through the Public Way and to the Premise Wall. The Grantee will use its reasonable commercial efforts to contract System access to one or many Service Providers who have an intention to deliver subscriber services. So long as the Grantee does not provide telecommunications, information, or video programming services, it is not a Service Provider. No Service Provider shall be granted access which is mutually exclusive with any



other Service Provider except to the extent such exclusivity is required by reason of technical incompatibility.

**“Sewer System” means the** sanitary and storm sewer utility systems owned and operated by the Village of Gilberts within the Boundary.

## **SECTION 2: Grant of Authority**

### ***2.1. Grant of Agreement.***

2.1.1 The Authority hereby grants to the Grantee under the Act a non-exclusive Agreement, which authorizes the Grantee to construct, maintain and operate the System on a daily basis among, upon, across, under, or in any manner connected with Public Ways within the Boundary, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, operate or retain in, on, under, upon, across, or along any Public Way and all extensions thereof and additions thereto: wires, cables, ducts, conduits, vaults, manholes, pedestals, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the System installed below ground level as approved by the Village.

2.1.2 The Authority hereby grants to the Grantee an exclusive Agreement which authorizes Grantee to construct, maintain and operate the portions of the System within and through such parts of the Sewer System as are necessary and convenient for the operation of the System. For the purpose of this Agreement, the exclusivity granted herein is solely with respect to installation of the System in the Sewer System. The portions of the System which may be erected, installed, constructed, repaired, replaced and maintained in the Sewer System shall be subject to the exclusive and sole discretion of the Authority. In the event there is no active Service Provider providing telecommunications, information, or video programming services at retail over the System for any period of not less than 45 days following the first system user connection, the exclusivity granted hereby shall be rescinded.

2.1.3 In consideration of the authority granted herein, Grantee will enter into agreements with one or more Service Providers for purposes of selling telecommunications, information, or video programming services at retail using the System. Nothing in this Agreement shall be construed to grant any authority to a Service Provider with respect to the sale at retail of any telecommunications, information, or video programming services.



## ***2.2. Term of Agreement.***

The term of the Agreement hereunder shall commence on the Effective Date and expire the (10) years from the date hereof. This Agreement may be renewed upon the mutual assent of the parties for two (2) successive five (5) year terms, on the same terms and conditions, provided that there is no uncured event of default at the time of renewal.

## ***2.3 Fees, Expenses and other Charges.***

Except as expressly set forth herein, each party shall bear and be responsible for all of its own costs, fees and expenses incurred in executing and performing under this Agreement.

2.3.1 Any Service Provider that delivers content over the System to a subscribing premise will pay the respective fees and taxes applicable to such service, including but not limited to franchise fees, service provider fees, and simplified municipal telecommunications taxes.

2.3.2 In consideration for the exclusive right to occupy the waste water assets, Grantee shall install two strands of fiber to each address listed in Exhibit 2 with no limitation to the content carried on that fiber and convey ownership of those two fiber stands to the Authority.

2.3.3 In further consideration for the exclusive right to occupy the waste water assets, Grantee shall install the aforementioned two (2) strands of fiber at each address listed in exhibit 2 no later than August 31, 2013.

2.3.4 The Authority agrees to grant a non-exclusive license to the Grantee over the land for the PoP.

2.3.5 Grantee shall offset the expenses Authority incurs as part of the notification and marketing efforts directed towards business and residential users of the system.

## ***2.4. Reservation of Authority.***

Nothing in this Agreement shall (A) abrogate the right of the Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Authority, (C) be construed as a waiver or release of the rights of the Authority in and to the Public Ways, or (D) be a waiver or result in the diminution of the Authority's police power.



## **SECTION 3: The System**

### ***3.1. Permits and General Obligations.***

The Grantee shall abide by the lawful rules and regulations of the Village, including but not limited to Title 9, Chapter 8, Article C, "Construction of Facilities in Public Rights of Way" of the Gilberts Village Code. Construction, installation, and maintenance of the System shall be performed in a safe, thorough, workmanlike and reliable manner using materials of good and durable quality. All transmission and distribution structures, and equipment installed by Grantee for use in the System in accordance with the terms and conditions of this Agreement shall be located so as to minimize the interference with the proper use of the Sewer System and Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

### ***3.2 Conditions on Street Occupancy.***

**3.2.1. Relocation at Request of the Authority.** The Grantee shall comply with Section 9-8C-12 of the Code. Grantee shall also not be responsible for the cost associated with relocating the System to accommodate a private development project or the construction of a new school, hospital or other public entity that affects the Public Way, but the Grantee shall remain responsible for costs associated with relocating the System to accommodate all public projects of the Village affecting the Public Way. The Village shall use its reasonable efforts to reduce or keep Grantee's costs of compliance with this provision to a minimum, provided the Village's costs take precedence over Grantee's costs in planning future public improvements.

**3.2.2. Relocation at Request of Third Party.** The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Authority to move any structure, temporarily move its fiber optic cables to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its fiber optic cables, and such charge may be required to be paid in advance of the movement of its fiber optic cables; and (ii) the Grantee is given not less than fifteen (15) business days advance written notice to arrange for such temporary relocation.

**3.2.3. Restoration of Public Ways.** Grantee shall comply with Section 9-8C-13 of the Gilberts Village Code.

**3.2.4. Safety Requirements.** The Grantee shall, at its own cost and expense,



undertake all necessary and commercially reasonable efforts to maintain its work sites and the System, consistent with industry practices, in a safe manner and in normal order and repair in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the System shall be performed in substantial compliance with applicable federal, state, and local regulations. The System shall not unreasonably endanger or interfere with the safety of Persons or property in the Boundary. The Grantee shall maintain a labor force sufficient to ensure compliance with this provision.

**3.2.5 Distribution Equipment.** Distribution equipment shall be installed below grade except with prior written consent of the Village.

**3.2.6 Non-Sewer System Storm Utility Facilities.** Where the System is installed within a right-of-way constructed with a “rural cross-section,” or without curb and gutter, the System shall be constructed so as to not reduce the storm volume capacity of the ditches and culverts.

### ***3.3 Conditions on Sewer System Occupancy.***

**3.3.1 Manner of Installation.** The System shall be installed in the Sewer System in substantial compliance with Grantee Document No. 000-FS-MS-010, Installation of Cable within the Sewer (“Installation Specifications”), attached hereto as Exhibit 8 and incorporated as though fully set forth herein; provided that the Installation Specifications may be amended by authorized representatives of the Authority and the Grantee for the purpose of conforming the specifications to industry custom and practice established in the United States.

**3.3.2 Condition of Sewer System.** Prior to and immediately following either the (i) installation of the System in the Sewer System, or (ii) temporary relocation of the System for Sewer System maintenance purposes, the Grantee and Authority shall cooperate to establish, record and document the physical condition of the Sewer System. The recording and documentation of the physical condition of the Sewer System shall be performed in substantial compliance with Grantee Document 000-FS-MS-070, CCTV Camera Inspections (“Televising Specifications”), attached hereto as Exhibit 9 and incorporated as though fully set forth herein at Grantee’s sole expense, with copies to Authority; provided that the Televising Specifications may be amended by authorized representatives of the Authority and the Grantee for the purpose of conforming the specifications to industry custom and practice established in the United States. Records of the inspection of the physical condition of the Sewer System shall be maintained for at least five (5) years.

**3.3.3 Remediation of Sewer System Failures.** Grantee shall indemnify and hold the Authority harmless for (a) any damage caused to the Sewer System or material



impairment of the Sewer System's functionality resulting from the installation, operation, maintenance, repair and replacement of the System, and (b) any claims, liabilities, damages, fines, penalties, judgments and/or judicial or administrative orders arising from any personal injury, death, property damage or destruction, or violations of applicable law resulting from the installation, operation, maintenance, repair and replacement of the System in the Sewer System.

**3.3.4 Maintenance, Repair and Relocation of System.** Following the installation of the System in the Sewer System, Grantee shall, at its sole cost and expense, maintain, repair, replace and, if necessary, temporarily relocate the System in substantial compliance with Grantee Document 000-FS-GD-006, FOCUS System Post Installation Wastewater Maintenance Guide Document ("Maintenance Specifications"), and Grantee Document 000-FS-MS-030, Emergency Cable Cutting and Removal from the Sewer ("Removal and Relocation Specifications"), collectively attached hereto as Group Exhibit 10 and incorporated as though fully set forth herein; provided that the Maintenance Specifications and the Removal and Relocation Specifications may be amended by authorized representatives of the Authority and the Grantee for the purpose of conforming the specifications to industry custom and practice established in the United States.

**3.3.5 Cooperation.** Grantee shall cooperate with the Authority in taking all commercially reasonable measures requested by the Authority for the purpose of ensuring the proper operation of the Sewer System.

## **SECTION 4: Construction and Facilities**

### ***4.1. Construction of System.***

**4.1.1 System.** The parties agree the Grantee will construct a System that passes every existing premises within Exhibit 2 (municipal addresses), Exhibit 3 (residential addresses), Exhibit 4 (business addresses), Exhibit 7 Prairie Corporate Park (currently under development), and provision expansion of the fiber to serve pending and future development within Exhibit 5 and Exhibit 6.

**4.1.2 Order of Construction.** Construction of the i3 FOCUS fiber optic cable system will be built out according to order of demand with Construction to begin by early 2013 with two strands of fiber to each municipal address listed in Exhibit 2 no later than August 31, 2013 concurrent with system construction to serve the industrial areas in Exhibit 4 and Exhibit 7. Order of demand is a marketing measure of subscribing premise's expressing a desire to receive content delivery from a specified provider through the System.



## **4.2 *Designation and Construction of Facilities.***

**4.2.1 Facilities Access.** The Grantee shall during the term and all renewal terms hereof have access to and rights to use the Facilities, subject to applicable law, at its own cost and expense. The Facilities will house the equipment necessary in Grantee's judgment to enable the System to operate.

**4.2.2 Construction Techniques – Right of Way.** Except to the extent approved by the Department of Public Works, Grantee shall comply with all Village ordinances pertaining to construction within rights of way including without limitation Section 9-8C-10 of the Gilberts Village Code. All facilities relating to the Authority must be constructed or installed below ground unless otherwise expressly approved by the Authority. The Authority agrees to work cooperatively with Grantee in reviewing all potential construction methods.

**4.2.3 PoP location and Material Storage.** Village will provide space to the Grantee for the installation of Grantee's PoP as set forth in Exhibit A, located behind the Village of Gilberts Public Works building at 73 Industrial Drive, Gilberts, Illinois, 60136. The design of the PoP will allow 24/7 access without Village of Gilberts personnel to be present to perform installation, operation, maintenance, replacement, repair, or other activities necessary to maintain the network in operating condition. Village will assist with a space for the housing of materials to build the System.

## **4.3 *Subscriber Connections***

When a Service Provider confirms a subscriber has entered into an agreement to accept services over the System a fiber strand will be terminated at the subscriber Premise Wall, via a drop from the System and in a manner to be determined by the Grantee. The location and the method of the drop to the premise wall will vary depending on the circumstances of the subscriber location.

The following will apply to the connection between the System and the Premise Wall of each subscriber:

- i) Village will assist Grantee in securing private property easement access rights, when necessary, to connect the System from the subscriber property boundary to the Premise Wall at Grantee's cost.
- ii) Grantee shall install subscriber drops underground, unless otherwise expressly approved by the Village.
- iii) Grantee shall not charge subscribers a connection fee for installation to the System. Nothing herein shall be construed to relate to the service contract between the subscriber and the Service Provider.





## **SECTION 5: Oversight and Regulation by Authority**

### ***5.1 Oversight of Agreement.***

Grantee agrees to comply with Title 9, Chapter 8, Article C of the Gilberts Village Code. To the extent such ordinance clearly conflicts with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Authority's lawful exercise of its police powers. Nothing in this Section 5.1 shall be construed to limit the Authority's ability to enforce the terms and conditions of this Agreement.

### ***5.2 Compliance with Applicable Laws.***

Subject to Section 5.1 of this Agreement, the Grantee shall, at all times during the life of this Agreement, be subject to and comply in all material respects with all applicable Federal, State and local laws, rules regulations and policies, as now or hereafter adopted or amended.

### ***5.3 Confidentiality and Proprietary Information.***

**5.3.1. Treatment of Confidential and Proprietary Information.** Though all information is subject to Illinois Freedom of Information Act, the Village represents that it will use all reasonable efforts to claim available exemptions under state Freedom of Information Act (FOIA) law, and will notify Grantee if a FIOA request is received in connection with that proprietary information. All materials that Grantee believes are proprietary will be labeled "Proprietary, privileged and confidential". The Authority and Grantee agree that all Exhibits containing technical specifications for the installation, maintenance, repair, replacement and relocation of the System shall be considered confidential and proprietary trade secrets that are exempt from disclosure under FOIA.

### ***5.4 Transfer of Agreement.***

Neither the Grantee nor any other Person may transfer the System or this Agreement without the prior written consent of the Authority. Consent shall be required, however, for:

- (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights,



title, or interest of the Grantee in this Agreement or the System in order to secure indebtedness, provided that the security holder shall execute an agreement reasonably acceptable to the Village that it shall operate the System for the term of this Agreement in the event it enforces any or all of its rights relative to Grantee, or

(ii) a transfer to an entity directly or indirectly owned or controlled by or controlling or under common control with Grantee.

## **SECTION 6: Insurance and Indemnity**

### ***6.1. Insurance; Indemnification.***

6.2.1 Throughout the term of this Agreement, the Grantee shall, at its own cost and expense, comply with Section 9-8C-5 of the Gilberts Village Code.

6.2.2 The Authority shall indemnify, defend and hold harmless the Grantee, its members, directors, officers, employees, and agents and its and their respective affiliates, successors and assigns from and against any liability or claims resulting from property damage or bodily injury (including accidental death), which arise solely out of any act or omission for which the Village may be held liable under the Laws of the State of Illinois, provided that the Grantee shall give Authority written notice of its obligation to indemnify the Grantee as soon as reasonably possible or practical to do so following the proper and legal receipt of a claim or action pursuant to this Section 6.2 and in any case no longer than ten (10) days after receipt. If the Grantee determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Grantee.

6.2.3 In addition to the indemnification provided by paragraph 3.3.3 of this Agreement, the Grantee shall indemnify, defend and hold harmless the Authority, its officers, officials, employees, consultants, and agents and its and their respective affiliates, successors and assigns from and against any liability or claims resulting from the installation, operation, maintenance, repair and replacement of the System, and (b) any claims, liabilities, damages, fines, penalties, judgments and/or judicial or administrative orders arising from any personal injury, death, property damage or destruction, or violations of applicable law resulting from the installation, operation, maintenance, repair and replacement of the System in the Sewer System.



## **SECTION 7: System Description and Service**

### **7.1. System Description and Service.**

The System shall be designed in a manner using fiber optic cable using the Sewer System and Public Way emanating from the PoP to the Public Way and from there to the Premises Wall. The network shall conform to the Village of Gilberts Village Code including Title 12, Telecommunications and Wireless Services, Section 9-8C-4 Permit requirements, and Section 2-4-2 Performance Bond. The parties will collaborate on the System design from the Facilities, through the Public Way and to the Premise Wall.

### **7.2 Project Obligations.**

**7.2.1 Obligations of Village** In addition to all other obligations mentioned elsewhere in this Agreement, Village will have the following obligations:

- (a) Provide a single point of contact (“SPOC”) for Grantee, which SPOC will be responsible for addressing all administrative issues related to the System, providing coordination across Village departments and serving as a communications and troubleshooting resource for Grantee. Nothing herein shall be construed as a delegation of legislative authority to the SPOC.
- (b) Offer the full cooperation of all Village departments with respect to relevant issues on the System. Such cooperation will be supervised by the SPOC
- (c) Participate in regular status meetings for the coordination of all matters related to the System.
- (d) Provide quick, diligent review of all applications for permits, including permits or other necessary items for construction work on the System within Village Public Way.
- (e) Cooperate with Grantee on all publicity and public relations for the System.

**7.2.2 Obligations of the Grantee** In addition to all other obligations mentioned elsewhere in this Agreement, the Grantee will have the following obligations:

- (a) Work closely with the SPOC of the Village and relevant Village departments with respect to the construction of the System.
- (b) Comply with all requirements of Village for permit and Public Way use



applications, including but not limited to Title 9, Article 8C of the Gilberts Village Code.

(c) Build the System to pass every premise as listed in Exhibit 2 through to Exhibit 4 and provision fiber to serve future development within Exhibit 5 and Exhibit 6. The parties will collaborate on the System design to serve Exhibit 5 and Exhibit 6.

(d) Distribution of content within a single premise is the responsibility of the premise owner. That owner may contract with a Service Provider to install internal network components to deliver content services as directed by the premise owner.

### ***7.3 Boundary Limitation.***

7.3.1 The System shall exclusively serve subscribers located within the Boundary and not be used to facilitate the construction and operation of a system serving areas outside the Boundary, as that term is defined in this Agreement, including future annexed territory.

## **SECTION 8: Enforcement and Termination of Agreement**

### ***8.1. Notice of Violation or Default.***

In the event the Authority believes that Grantee has not complied with the material terms of this Agreement, the Authority shall promptly notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

### ***8.2. Grantee's Right to Cure or Respond.***

The Grantee shall have thirty (30) days from the receipt of the Authority's notice described in Section 8.1, above:

(a) to respond to the Authority, contesting the assertion of noncompliance or default, or

(b) to cure such default, or

(c) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default, notify the Village of Gilberts of the steps being taken, the projected date that they will



be completed, and continue to exercise diligence in executing the cure to completion. Such date shall be negotiated between Authority and Grantee as an extension of time to cure

### **8.3. Default.**

In the event Grantee fails to respond to the Authority's notice described in Section 8.1, above, or in the event that the alleged default is not remedied within said thirty (30) days or the later date agreed upon pursuant to Section 8.2 above, the Grantee shall be deemed in default and subject to the remedies herein described and otherwise available at law and in equity.

### **8.4. Enforcement.**

Subject to applicable federal and state law and the preceding procedural steps, in the event the Authority **determines** that the Grantee is in default of any provision of the **Agreement**, the Authority may:

8.4.1. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages or seek other equitable relief; or

8.4.2. In the case of a substantial default of a material provision of the Agreement, declare the Agreement to be revoked in accordance with the following:

- (i) The Authority shall give written notice to the Grantee of its intent to revoke the Agreement on the basis of a material default or a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the material default or pattern of noncompliance. The Grantee shall have thirty (30) days from the receipt of such notice to object in writing and to state its reasons with specificity for such objection. In the event the Authority has not received a satisfactory response from the Grantee, it may then seek termination of this Agreement. In the event the Authority seeks termination of this Agreement, the Authority shall schedule a public hearing to be held at the next regularly scheduled public meeting of the Authority for the purpose of allowing the Authority the opportunity to present its basis of termination and to allow the Grantee the opportunity to respond. The Authority shall cause to be served upon the Grantee, at least ten (10) days prior to such public meeting, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Agreement.



- (ii) At the designated hearing, the Authority shall give **the Grantee** an opportunity to state its position on the matter, including the presentation of **documents** or other materials or speakers necessary to present its position, after which, **the** Authority shall determine whether or not the Agreement shall be revoked. **The** public meeting shall be on the record and a written transcript shall be made available to the Grantee, at the Grantee's sole expense, within ten (10) business days. The decision of the Authority shall be in writing and shall be delivered to the Grantee in the manner set forth in Section 11.2, herein and shall be considered a final action of the Authority on the matter of **revocation**.

**8.4.3** The Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce its rights under the Agreement in lieu of **revocation**.

### ***8.5 Authority Breach or Default.***

In the event the Grantee believes that the Authority has not complied with the material terms of this Agreement, it shall promptly notify the Authority in writing with specific details regarding the exact nature of the alleged noncompliance or default. The other terms and provisions of section 8.2, 8.3 and 8.4.1 hereof shall then apply except simply reversing Authority with Grantee and Grantee with Authority. The sole remedy available to Grantee for a breach or default by the Authority shall be specific performance or other available equitable relief. In no case shall the Authority be liable to Grantee for any special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize profits arising out of the operation of the System, regardless of whether a claim is based on a theory of contract or tort, including negligence and strict liability. It is understood and agreed that any breach of the exclusivity provisions and term, not in limitation of other provisions set forth herein, are material.

### ***8.6 Limitation on Liability.***

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS,



MANAGERS, EMPLOYEES, AND AGENTS, FROM ANY SUCH CLAIM.

### ***8.7 Transition upon Cessation of Daily System Operation or Termination***

In the event of cessation of daily system operation, termination of this Agreement or upon the expiration of this Agreement at the end of the term (and any renewal term), the parties may negotiate a commercially reasonable operating agreement for the continued use of the existing System, which could involve ownership and operation of the System by Village or a third party and at the same time compensate Grantee. In the event of discontinuation of business activity related to i3 and/or Fibercity Gilberts LLC, the Village of Gilberts shall have the authority to maintain daily system operations.

In the event of termination of this Agreement upon the expiration of this Agreement at the end of the term (and any renewal term), the Village will have the right and option, but not the obligation, to purchase the fiber network from Grantee at any time prior to such a termination. Village shall exercise its aforesaid option by giving Grantee written notice of Village's election to exercise its option no less than 120 days prior to the end of the then existing term. The Village's exercise notice shall specify the date, time and place of closing, which date ( the "Closing") shall be neither earlier than 30 days nor later than 150 days after the notice given. In connection with this option, the parties further agree as follows:

- (a) The purchase price to be paid by Village, or its designee, for the System (the "Purchase Price") shall be the "Fair Market Value of the System", which shall be mutually agreed upon Village and Grantee; however, if the parties do not agree as to the Fair Market Value of the System within thirty (30) days after the Exercise Date, then each party shall choose a "Qualified Expert" who shall make such determination of the Fair Market value of the System as of the Exercise Date and submit the same to the other party (together with the information forming the basis for such determination) within seventy five (75) days after the Exercise Date (with each party paying the fee for its own Qualified Expert), but if the two Qualified Experts do not agree as to the Fair Market Value for the System within fifteen (15) days thereafter, the two Qualified Experts shall promptly jointly select a third Qualified Expert. Within 30 days after his or her appointment, the third Qualified Expert shall select one of the two initially submitted appraisals as the Fair Market Value of the System and such selection shall be binding upon the parties.



(b) For purposes hereof, the term “Qualified Expert” shall mean an independent unaffiliated third party with expertise and knowledge about fiber networks of this kind and the market value of the same, taking into account the technology, infrastructure, depreciation, current liabilities, the parties’ previous contributions to the System, customer base, service speeds and other relevant market factors. The fee of the third Qualified Expert, if any, shall be paid by the party whose determination of the Fair Market Value of the System is ~~not~~ selected by the third Qualified Expert. Notwithstanding the foregoing, Village may terminate the Agreement without giving 180 days notice if Grantee is in default and Village does not elect to exercise its option to purchase the System hereunder.

(c) In the event of termination and non-renewal of this Agreement upon the expiration of this Agreement at the end of the term (and any renewal term), and no successor owner of the System exists, the system may be abandoned in place and the Authority shall have the option to keep the System in place to provide the Authority with the right and option, but not the obligation, to operate or contract for the operation of the System solely for municipal services.





## **SECTION 9: Miscellaneous Provisions**

### ***9.1 Force Majeure***

Neither party shall be held in default under, or in breach or noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Agreement), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to construct or maintain the System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility infrastructure on which the Grantee's fiber optic cable and/or equipment may be deployed, as well as unavailability of materials and/or qualified labor to perform the work necessary. To claim a force majeure event the affected party shall send notice to the other party within three (3) business days of the onset of the cause giving rise to the force majeure event. Thereafter, the delay granted by the force majeure shall only be for so long as the cause of the event continues. Either party may give notice to the other of the abatement of the cause giving rise to the force majeure event.

### ***9.2 Notice***

All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, overnight mail, or by facsimile with confirmed transmission and addressed as follows:

The Franchising Authority:

**Village of Gilberts, 87 Galligan Road, Gilberts, IL 60136**

With a copy (which shall not constitute notice) to:

Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.  
140 South Dearborn Street, Sixth Floor  
Chicago, Illinois 60603  
(312) 782-0943 Fax

The Grantee:

**i3 America Inc, 750 Third Avenue, 9<sup>th</sup> Floor, New York 10017**



With a copy (which shall not constitute notice) to:

FREDRIC D. TANNENBAUM  
Managing Partner  
GOULD & RATNER LLP  
222 North LaSalle Street  
Suite 800  
Chicago, Illinois 60601

Notices shall be deemed received the same day with delivery upon hand delivery, and the next business day with delivery upon overnight mail, electronic mail, or by facsimile.

### ***9.3. Entire Agreement***

This Agreement, including all Exhibits, embodies the entire understanding and agreement of the Authority and the Grantee with respect to the subject matter hereof. All ordinances or parts of ordinances or other agreements whether written, verbal, or otherwise between the Grantee and the Authority that are in conflict with the provisions of this Agreement are hereby declared superseded and this Agreement shall control. However, this provision does not excuse the Grantee from compliance with Village ordinances.

### ***9.4. Severability***

If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

### ***9.5. Governing Law***

This Agreement shall be deemed to be executed in the Village of Gilberts, State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois, as applicable to contracts entered into and performed entirely within the State, irrespective of conflict of laws principles. The parties consent to venue for any disputes arising under this Agreement being in any state court serving Kane County or any federal court having jurisdiction thereof.



### ***9.6. Modification***

No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Authority and the Grantee, which amendment shall be authorized on behalf of the Authority through the adoption of an appropriate resolution or order by the Authority, as required by applicable law.

### ***9.7. No Third Party Beneficiaries***

Nothing in this Agreement or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such Agreement.

### ***9.8. No Waiver of Rights***

Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural. Grantee may have under federal or state law unless such waiver is expressly stated herein.

### ***9.9 Nature, Survival, and Transfer of Obligations***

All obligations assumed by the Grantee under this Agreement shall be binding on the Grantee and on any and all of the Grantee's transferees, successors, and assigns. Grantee shall not be released of its obligations under this Agreement, however, unless and until it has provided notice to the Authority of any transfer or assignment, and the Authority, Grantee, and the new transferee, successor, or assignee have entered into a transferee assumption agreement. The failure to provide the Authority with a fully executed copy of a Transferee Assumption Agreement required above by the transferee to be bound by this Agreement shall result in the Grantee remaining fully liable for all of the obligations under this Agreement but shall not relieve the transferee of its liability for those obligations as a successor to the Grantee.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of this 6<sup>th</sup> day of November, 2012.



THE VILLAGE:

THE VILLAGE OF GILBERT, ILLINOIS

By:   
Authorized Official

GRANTEE:

FIBERCITY GILBERTS LLC

By: \_\_\_\_\_  
Authorized Agent



## EXHIBIT 1

### PoP LOCATION



## EXHIBIT 2

### MUNICIPAL LOCATIONS

- Village Hall 87 Galligan Road
- Police Department 86 Railroad Street
- Public Works/Finance Dept. 73 Industrial Drive
- Waste Water Treatment Plant 281 Raymond Drive
- Fresh Water Treatment Plant 320 Raymond Drive
- North Water Tower 19N056 Galligan Road
- Middle Water Tower 598 Sleeping Bear Lane
- South Water Tower 16 Tyrrell Road
- Rutland Fire Protection District 11 East Higgins Road
- Gilberts Elementary School 729 Paperbark Lane

## EXHIBIT 3

### RESIDENTIAL ADDRESSES IN GILBERTS

ST #	ST NAME		ST #	ST NAME		ST #	ST NAME
			357	Alpine Dr		276	Aspen Cir
229	Alpine Ct		361	Alpine Dr		279	Aspen Cir
232	Alpine Ct		365	Alpine Dr		280	Aspen Cir
233	Alpine Ct		384	Andra Ct		284	Aspen Cir
236	Alpine Ct		388	Andra Ct		288	Aspen Cir
237	Alpine Ct		392	Andra Ct		21	Augusta Dr
240	Alpine Ct		397	Andra Ct		25	Augusta Dr
241	Alpine Ct		405	Andra Ct		26	Augusta Dr
244	Alpine Ct		406	Andra Ct		29	Augusta Dr
252	Alpine Dr		411	Andra Ct		30	Augusta Dr
256	Alpine Dr		414	Andra Ct		33	Augusta Dr
257	Alpine Dr		417	Andra Ct		34	Augusta Dr
260	Alpine Dr		403	Arrowhead Dr		37	Augusta Dr
261	Alpine Dr		404	Arrowhead Dr		38	Augusta Dr
264	Alpine Dr		199	Aspen Cir		41	Augusta Dr



265	Alpine Dr		200	Aspen Cir		42	Augusta Dr
268	Alpine Dr		203	Aspen Cir		45	Augusta Dr
269	Alpine Dr		204	Aspen Cir		46	Augusta Dr
272	Alpine Dr		208	Aspen Cir		49	Augusta Dr
273	Alpine Dr		209	Aspen Cir		50	Augusta Dr
276	Alpine Dr		211	Aspen Cir		53	Augusta Dr
277	Alpine Dr		212	Aspen Cir		54	Augusta Dr
280	Alpine Dr		215	Aspen Cir		57	Augusta Dr
281	Alpine Dr		216	Aspen Cir		58	Augusta Dr
284	Alpine Dr		219	Aspen Cir		61	Augusta Dr
285	Alpine Dr		223	Aspen Cir		65	Augusta Dr
289	Alpine Dr		227	Aspen Cir		69	Augusta Dr
292	Alpine Dr		231	Aspen Cir		73	Augusta Dr
293	Alpine Dr		235	Aspen Cir		77	Augusta Dr
297	Alpine Dr		239	Aspen Cir		81	Augusta Dr
301	Alpine Dr		240	Aspen Cir		85	Augusta Dr
305	Alpine Dr		243	Aspen Cir		86	Augusta Dr
309	Alpine Dr		244	Aspen Cir		90	Augusta Dr
313	Alpine Dr		247	Aspen Cir		94	Augusta Dr
317	Alpine Dr		248	Aspen Cir		97	Augusta Dr
321	Alpine Dr		251	Aspen Cir		98	Augusta Dr
325	Alpine Dr		252	Aspen Cir		101	Augusta Dr
329	Alpine Dr		255	Aspen Cir		102	Augusta Dr
333	Alpine Dr		259	Aspen Cir		105	Augusta Dr
337	Alpine Dr		263	Aspen Cir		106	Augusta Dr
341	Alpine Dr		267	Aspen Cir		109	Augusta Dr
345	Alpine Dr		271	Aspen Cir		110	Augusta Dr
349	Alpine Dr		272	Aspen Cir		113	Augusta Dr
353	Alpine Dr		275	Aspen Cir		114	Augusta Dr
117	Augusta Dr		120	Boulder Dr		289	Breckenridge Dr
118	Augusta Dr		121	Boulder Dr		290	Breckenridge Dr
121	Augusta Dr		131	Breckenridge Ct		291	Breckenridge Dr
122	Augusta Dr		141	Breckenridge Ct		293	Brentwood Dr
125	Augusta Dr		188	Breckenridge Ct		295	Brentwood Dr
129	Augusta Dr		189	Breckenridge Ct		22	Brentwood Dr
133	Augusta Dr		192	Breckenridge Ct		26	Brentwood Dr
			193	Breckenridge Ct		30	Brentwood Dr
141	Boulder Ct		196	Breckenridge Ct		38	Brentwood Dr
***	Boulder Ct		197	Breckenridge Ct		41	Brentwood Dr



171	Boulder Ct		198	Breckenridge Ct		42	Brentwood Dr
176	Boulder Ct		203	Breckenridge Ct		45	Brentwood Dr
180	Boulder Ct		204	Breckenridge Ct		46	Brentwood Dr
181	Boulder Ct		207	Breckenridge Ct		49	Brentwood Dr
190	Boulder Ct		208	Breckenridge Ct		50	Brentwood Dr
191	Boulder Ct		212	Breckenridge Ct		53	Brentwood Dr
200	Boulder Ct		213	Breckenridge Ct		54	Brentwood Dr
201	Boulder Ct		214	Breckenridge Ct		57	Brentwood Dr
210	Boulder Ct		218	Breckenridge Ct		58	Brentwood Dr
211	Boulder Ct		222	Breckenridge Dr		61	Brentwood Dr
220	Boulder Ct		226	Breckenridge Dr		62	Brentwood Dr
221	Boulder Ct		180	Breckenridge Dr		65	Brentwood Dr
230	Boulder Ct		181	Breckenridge Dr		66	Brentwood Dr
231	Boulder Ct		190	Breckenridge Dr		69	Brentwood Dr
240	Boulder Ct		191	Breckenridge Dr		70	Brentwood Dr
241	Boulder Ct		200	Breckenridge Dr		73	Brentwood Dr
250	Boulder Ct		201	Breckenridge Dr		74	Brentwood Dr
251	Boulder Ct		210	Breckenridge Dr		77	Brentwood Dr
261	Boulder Ct		211	Breckenridge Dr		78	Brentwood Dr
271	Boulder Dr		220	Breckenridge Dr		82	Brentwood Dr
281	Boulder Dr		221	Breckenridge Dr		86	Brentwood Dr
40	Boulder Dr		230	Breckenridge Dr		90	Brentwood Dr
41	Boulder Dr		231	Breckenridge Dr		94	Brentwood Dr
50	Boulder Dr		240	Breckenridge Dr		98	Briarwood Dr
51	Boulder Dr		241	Breckenridge Dr		102	Briarwood Dr
60	Boulder Dr		250	Breckenridge Dr		21	Briarwood Dr
61	Boulder Dr		251	Breckenridge Dr		22	Briarwood Dr
70	Boulder Dr		260	Breckenridge Dr		25	Briarwood Dr
71	Boulder Dr		260	Breckenridge Dr		26	Briarwood Dr
80	Boulder Dr		261	Breckenridge Dr		29	Briarwood Dr
81	Boulder Dr		270	Breckenridge Dr		30	Briarwood Dr
90	Boulder Dr		271	Breckenridge Dr		33	Briarwood Dr
91	Boulder Dr		275	Breckenridge Dr		34	Briarwood Dr
100	Boulder Dr		279	Breckenridge Dr		37	Briarwood Dr
101	Boulder Dr		280	Breckenridge Dr		38	Briarwood Dr
110	Boulder Dr		281	Breckenridge Dr		41	Briarwood Dr
111	Boulder Dr		285	Breckenridge Dr		42	Briarwood Dr
45	Briarwood Dr		492	Brighton Ln		435	Columbia Ln
46	Briarwood Dr		495	Brighton Ln		436	Columbia Ln





49	Briarwood Dr		496	Charleston Ln		456	Copper Mountain Dr
50	Briarwood Dr		103	Charleston Ln		110	Copper Mountain Dr
53	Briarwood Dr		107	Charleston Ln		120	Copper Mountain Dr
54	Briarwood Dr		111	Charleston Ln		130	Copper Mountain Dr
57	Briarwood Dr		115	Charleston Ln		140	Copper Mountain Dr
58	Briarwood Dr		119	Charleston Ln		150	Copper Mountain Dr
61	Briarwood Dr		123	Charleston Ln		160	Copper Mountain Dr
62	Briarwood Dr		127	Charleston Ln		180	Copper Mountain Dr
65	Briarwood Dr		131	Charleston Ln		181	Copper Mountain Dr
66	Briarwood Dr		134	Charleston Ln		190	Copper Mountain Dr
69	Briarwood Dr		135	Charleston Ln		191	Copper Mountain Dr
70	Briarwood Dr		138	Charleston Ln		200	Copper Mountain Dr
74	Briarwood Dr		139	Charleston Ln		201	Copper Mountain Dr
78	Briarwood Dr		142	Charleston Ln		210	Copper Mountain Dr
82	Briarwood Dr		143	Charleston Ln		211	Copper Mountain Dr
86	Briarwood Dr		146	Charleston Ln		220	Copper Mountain Dr
90	Briarwood Dr		147	Charleston Ln		221	Copper Mountain Dr
94	Briarwood Dr		150	Charleston Ln		230	Copper Mountain Dr
97	Briarwood Dr		151	Charleston Ln		231	Copper Mountain Dr
101	Briarwood Dr		154	Charleston Ln		240	Copper Mountain Dr
105	Briarwood Dr		155	Charleston Ln		241	Copper Mountain Dr
109	Briarwood Dr		158	Charleston Ln		250	Copper Mountain Dr
113	Briarwood Dr		159	Charleston Ln		251	Copper Mountain Dr
117	Briarwood Dr		162	Charleston Ln		260	Copper Mountain Dr
118	Briarwood Dr		163	Charleston Ln		261	Copper Mountain Dr
121	Briarwood Dr		166	Charleston Ln		270	Copper Mountain Dr
122	Briarwood Dr		167	Charleston Ln		271	Copper Mountain Dr
125	Briarwood Dr		170	Charleston Ln		280	Copper Mountain Dr
129	Briarwood Dr		171	Charleston Ln		281	Copper Mountain Dr
130	Briarwood Dr		174	Charleston Ln		290	Copper Mountain Dr
133	Briarwood Dr		175	Charleston Ln		291	Copper Mountain Dr
134	Briarwood Dr		178	Charleston Ln		300	Copper Mountain Dr
137	Briarwood Dr		179	Charleston Ln		301	Deborah St
141	Briarwood Dr		182	Charleston Ln		645	Deborah St
145	Briarwood Dr		183	Columbia Ln		650	Dillion Ct
146	Briarwood Dr		366	Columbia Ln		193	Dillion Ct
149	Briarwood Dr		376	Columbia Ln		194	Dillion Ct
150	Briarwood Dr		386	Columbia Ln		195	Dillion Ct
153	Briarwood Dr		395	Columbia Ln		198	Dillion Ct



157	Briarwood Dr		396	Columbia Ln		199	Dillion Ct
161	Briarwood Dr		405	Columbia Ln		202	Dillion Ct
165	Brighton Ln		406	Columbia Ln		203	Durango Ct
487	Brighton Ln		415	Columbia Ln		69	Durango Ct
488	Brighton Ln		425	Columbia Ln		71	Durango Ct
491	Brighton Ln		426	Columbia Ln		73	Durango Ct
75	Durango Ct		155	Durango Dr		107	Easton Dr
77	Durango Ct		157	Durango Dr		111	Easton Dr
77	Durango Ct		159	Durango Dr		115	Easton Dr
79	Durango Ct		161	Durango Dr		119	Easton Dr
80	Durango Ct		163	Durango Dr		123	Easton Dr
82	Durango Ct		164	Durango Dr		135	Easton Dr
84	Durango Ct		166	Durango Dr		139	Easton Dr
86	Durango Ct		168	Durango Dr		202	Easton Dr
88	Durango Ct		170	Durango Dr		203	Easton Dr
90	Durango Dr		172	Durango Dr		212	Easton Dr
104	Durango Dr		174	Durango Dr		213	Easton Dr
106	Durango Dr		165	Durango Dr		222	Easton Dr
108	Durango Dr		167	Durango Dr		223	Easton Dr
110	Durango Dr		169	Durango Dr		232	Easton Dr
112	Durango Dr		171	Durango Dr		242	Easton Dr
114	Durango Dr		173	Durango Dr		252	Easton Dr
116	Durango Dr		175	Durango Dr		253	Evergreen Cr
118	Durango Dr		176	Durango Dr		240	Evergreen Cr
120	Durango Dr		178	Durango Dr		242	Evergreen Cr
122	Durango Dr		180	Durango Dr		244	Evergreen Cr
124	Durango Dr		182	Durango Dr		246	Evergreen Cr
126	Durango Dr		184	Durango Dr		248	Evergreen Cr
128	Durango Dr		186	Durango Dr		250	Evergreen Cr
130	Durango Dr		177	Durango Dr		241	Evergreen Cr
132	Durango Dr		179	Durango Dr		243	Evergreen Cr
134	Durango Dr		181	Durango Dr		245	Evergreen Cr
136	Durango Dr		183	Durango Dr		247	Evergreen Cr
138	Durango Dr		185	Durango Dr		249	Evergreen Cr
140	Durango Dr		187	Durango Dr		251	Evergreen Cr
142	Durango Dr		188	Durango Dr		253	Evergreen Cr
144	Durango Dr		190	Durango Dr		255	Evergreen Cr
146	Durango Dr		192	Durango Dr		257	Evergreen Cr
148	Durango Dr		194	Durango Dr		259	Evergreen Cr



150	Durango Dr		196	Durango Dr		252	Evergreen Cr
141	Durango Dr		198	Durango Dr		254	Evergreen Cr
143	Durango Dr		189	Durango Dr		256	Evergreen Cr
145	Durango Dr		191	Durango Dr		258	Evergreen Cr
147	Durango Dr		193	Durango Dr		260	Evergreen Cr
149	Durango Dr		195	Durango Dr		262	Evergreen Cr
151	Durango Dr		197	Durango Dr		261	Evergreen Cr
152	Durango Dr		199	Durango Dr		263	Evergreen Cr
154	Durango Dr		201	Durango Dr		265	Evergreen Cr
156	Durango Dr		203	Durango Dr		267	Evergreen Cr
158	Durango Dr		205	Durango Dr		269	Evergreen Cr
160	Durango Dr		207	Durango Dr		271	Evergreen Cr
162	Durango Dr		209	Easton Dr		264	Evergreen Cr
153	Durango Dr		103	Easton Dr		266	Evergreen Cr
268	Evergreen Cr		327	Evergreen Cr		387	Evergreen Cr
270	Evergreen Cr		329	Evergreen Cr		389	Evergreen Cr
272	Evergreen Cr		331	Evergreen Cr		391	Evergreen Cr
274	Evergreen Cr		333	Evergreen Cr		384	Evergreen Cr
276	Evergreen Cr		324	Evergreen Cr		386	Evergreen Cr
278	Evergreen Cr		326	Evergreen Cr		388	Evergreen Cr
280	Evergreen Cr		328	Evergreen Cr		390	Evergreen Cr
282	Evergreen Cr		330	Evergreen Cr		392	Evergreen Cr
284	Evergreen Cr		332	Evergreen Cr		394	Evergreen Cr
286	Evergreen Cr		334	Evergreen Cr		401	Evergreen Cr
281	Evergreen Cr		336	Evergreen Cr		403	Evergreen Cr
283	Evergreen Cr		338	Evergreen Cr		405	Evergreen Cr
285	Evergreen Cr		340	Evergreen Cr		407	Evergreen Cr
287	Evergreen Cr		342	Evergreen Cr		409	Evergreen Cr
289	Evergreen Cr		344	Evergreen Cr		411	Evergreen Cr
291	Evergreen Cr		346	Evergreen Cr		406	Evergreen Cr
288	Evergreen Cr		343	Evergreen Cr		408	Evergreen Cr
290	Evergreen Cr		345	Evergreen Cr		410	Evergreen Cr
292	Evergreen Cr		347	Evergreen Cr		412	Evergreen Cr
294	Evergreen Cr		349	Evergreen Cr		414	Evergreen Cr
296	Evergreen Cr		351	Evergreen Cr		416	Evergreen Cr
298	Evergreen Cr		348	Evergreen Cr		421	Evergreen Cr
300	Evergreen Cr		350	Evergreen Cr		423	Evergreen Cr
302	Evergreen Cr		352	Evergreen Cr		425	Evergreen Cr
304	Evergreen Cr		354	Evergreen Cr		427	Evergreen Cr



306	Evergreen Cr		356	Evergreen Cr		429	Evergreen Cr
308	Evergreen Cr		358	Evergreen Cr		431	Evergreen Cr
310	Evergreen Cr		360	Evergreen Cr		418	Evergreen Cr
293	Evergreen Cr		362	Evergreen Cr		420	Evergreen Cr
295	Evergreen Cr		364	Evergreen Cr		422	Evergreen Cr
297	Evergreen Cr		366	Evergreen Cr		424	Evergreen Cr
299	Evergreen Cr		368	Evergreen Cr		426	Evergreen Cr
301	Evergreen Cr		370	Evergreen Cr		428	Evergreen Cr
303	Evergreen Cr		363	Evergreen Cr		430	Evergreen Cr
305	Evergreen Cr		365	Evergreen Cr		432	Evergreen Cr
307	Evergreen Cr		367	Evergreen Cr		434	Evergreen Cr
309	Evergreen Cr		369	Evergreen Cr		436	Evergreen Cr
311	Evergreen Cr		371	Evergreen Cr		438	Evergreen Cr
313	Evergreen Cr		372	Evergreen Cr		440	Evergreen Cr
312	Evergreen Cr		374	Evergreen Cr		441	Evergreen Cr
314	Evergreen Cr		376	Evergreen Cr		443	Evergreen Cr
316	Evergreen Cr		378	Evergreen Cr		445	Evergreen Cr
318	Evergreen Cr		380	Evergreen Cr		447	Evergreen Cr
320	Evergreen Cr		382	Evergreen Cr		449	Evergreen Cr
322	Evergreen Cr		381	Evergreen Cr		451	Evergreen Cr
323	Evergreen Cr		383	Evergreen Cr		442	Evergreen Cr
325	Evergreen Cr		385	Evergreen Cr		444	Evergreen Cr
446	Evergreen Cr		51	Glenbrook Cir		219	Glenbrook Ct
448	Evergreen Cr		52	Glenbrook Cir		222	Glenbrook Ct
450	Evergreen Cr		55	Glenbrook Cir		223	Glenbrook Ct
452	Evergreen Cr		56	Glenbrook Cir		226	Glenbrook Ct
454	Evergreen Cr		59	Glenbrook Cir		227	Greenbriar Dr
456	Evergreen Cr		60	Glenbrook Cir		29	Greenbriar Dr
458	Evergreen Cr		63	Glenbrook Cir		33	Greenbriar Dr
460	Evergreen Cr		67	Glenbrook Cir		34	Greenbriar Dr
462	Evergreen Cr		70	Glenbrook Cir		37	Greenbriar Dr
464	Evergreen Ln		71	Glenbrook Cir		38	Greenbriar Dr
226	Evergreen Ln		74	Glenbrook Cir		41	Greenbriar Dr
230	Evergreen Ln		75	Glenbrook Cir		42	Greenbriar Dr
234	Evergreen Ln		78	Glenbrook Cir		45	Greenbriar Dr
238	Evergreen Ln		79	Glenbrook Cir		46	Greenbriar Dr
242	Evergreen Ln		82	Glenbrook Cir		49	Greenbriar Dr
246	Evergreen Ln		83	Glenbrook Cir		50	Greenbriar Dr
250	Evergreen Ln		86	Glenbrook Cir		53	Greenbriar Dr



254	Evergreen Ln		87	Glenbrook Cir		54	Greenbriar Dr
258	Galligan Rd		90	Glenbrook Cir		57	Greenbriar Dr
18	Galligan Rd		91	Glenbrook Cir		58	Greenbriar Dr
22	Galligan Rd		94	Glenbrook Cir		66	Greenbriar Dr
28	Galligan Rd		95	Glenbrook Cir		70	Greenbriar Dr
36	Galligan Rd		99	Glenbrook Cir		74	Gregory M Sears Dr
54	Galligan Rd		102	Glenbrook Cir		137	Gregory M Sears Dr
55	Galligan Rd		103	Glenbrook Cir		141	Gregory M Sears Dr
61	Galligan Rd		106	Glenbrook Cir		145	Gregory M Sears Dr
62	Galligan Rd		107	Glenbrook Cir		149	Gregory M Sears Dr
69	Galligan Rd		111	Glenbrook Cir		153	Gregory M Sears Dr
76	Galligan Rd		114	Glenbrook Cir		156	Gregory M Sears Dr
84	Galligan Rd		118	Glenbrook Cir		157	Gregory M Sears Dr
93	Galligan Rd		119	Glenbrook Cir		160	Gregory M Sears Dr
99	Galligan Rd		122	Glenbrook Cir		161	Gregory M Sears Dr
105	Galligan Rd		123	Glenbrook Cir		164	Gregory M Sears Dr
130	Glenbrook Cir		126	Glenbrook Cir		165	Gregory M Sears Dr
11	Glenbrook Cir		127	Glenbrook Cir		168	Gregory M Sears Dr
14	Glenbrook Cir		131	Glenbrook Cir		169	Gregory M Sears Dr
15	Glenbrook Cir		135	Glenbrook Cir		172	Gregory M Sears Dr
18	Glenbrook Cir		136	Glenbrook Cir		173	Gregory M Sears Dr
19	Glenbrook Cir		139	Glenbrook Cir		177	Gregory M Sears Dr
22	Glenbrook Cir		142	Glenbrook Cir		182	Gregory M Sears Dr
23	Glenbrook Cir		143	Glenbrook Cir		186	Gregory M Sears Dr
27	Glenbrook Cir		147	Glenbrook Cir		190	Gregory M Sears Dr
31	Glenbrook Cir		150	Glenbrook Cir		191	Gregory M Sears Dr
35	Glenbrook Cir		151	Glenbrook Ct		194	Gregory M Sears Dr
39	Glenbrook Cir		214	Glenbrook Ct		195	Gregory M Sears Dr
44	Glenbrook Cir		215	Glenbrook Ct		198	Gregory M Sears Dr
48	Glenbrook Cir		218	Glenbrook Ct		199	Gregory M Sears Dr
202	Gregory M Sears Dr		308	Gregory M Sears Dr		541	Gunnison Ct
203	Gregory M Sears Dr		311	Gregory M Sears Dr		543	Gunnison Ct
206	Gregory M Sears Dr		312	Gregory M Sears Dr		545	Gunnison Ct
207	Gregory M Sears Dr		315	Gregory M Sears Dr		547	Gunnison Ct
210	Gregory M Sears Dr		316	Gregory M Sears Dr		549	Gunnison Ct
211	Gregory M Sears Dr		319	Gregory M Sears Dr		551	Gunnison Ct



214	Gregory M Sears Dr		320	Gregory M Sears Dr		542	Gunnison Ct
215	Gregory M Sears Dr		323	Gregory M Sears Dr		544	Gunnison Ct
218	Gregory M Sears Dr		324	Gregory M Sears Dr		546	Gunnison Ct
219	Gregory M Sears Dr		327	Gregory M Sears Dr		548	Gunnison Ct
223	Gregory M Sears Dr		328	Gregory M Sears Dr		550	Gunnison Ct
226	Gregory M Sears Dr		332	Gregory M Sears Dr		552	Gunnison Ct
227	Gregory M Sears Dr		336	Gregory M Sears Dr		554	Gunnison Ct
230	Gregory M Sears Dr		340	Gregory M Sears Dr		556	Gunnison Ct
231	Gregory M Sears Dr		344	Gregory M Sears Dr		558	Gunnison Ct
234	Gregory M Sears Dr		348	Gregory M Sears Dr		560	Gunnison Ct
235	Gregory M Sears Dr		356	Gregory M Sears Dr		562	Gunnison Ct
238	Gregory M Sears Dr		359	Gregory M Sears Dr		564	Gunnison Ct
239	Gregory M Sears Dr		360	Gregory M Sears Dr		553	Gunnison Ct
242	Gregory M Sears Dr		363	Gregory M Sears Dr		555	Gunnison Ct
243	Gregory M Sears Dr		364	Gregory M Sears Dr		557	Gunnison Ct
245	Gregory M Sears Dr		367	Gregory M Sears Dr		559	Gunnison Ct
246	Gregory M Sears Dr		368	Gregory M Sears Dr		561	Gunnison Ct
249	Gregory M Sears Dr		371	Gregory M Sears Dr		563	Gunnison Ct
250	Gregory M Sears Dr		372	Gregory M Sears Dr		565	Gunnison Ct
253	Gregory M Sears Dr		375	Gregory M Sears Dr		567	Gunnison Ct
254	Gregory M Sears Dr		376	Gregory M Sears Dr		569	Gunnison Ct
259	Gregory M Sears Dr		379	Gregory M Sears Dr		571	Gunnison Ct
260	Gregory M Sears Dr		380	Gregory M Sears Dr		573	Gunnison Ct
263	Gregory M Sears Dr		383	Gregory M Sears Dr		575	Hennessy Ct
264	Gregory M Sears		384	Gregory M Sears		405	Hennessy Ct



	Dr			Dr			
267	Gregory M Sears Dr		387	Gregory M Sears Dr		407	Hennessy Ct
268	Gregory M Sears Dr		388	Gregory M Sears Dr		408	Hennessy Ct
271	Gregory M Sears Dr		391	Gregory M Sears Dr		412	Hennessy Ct
272	Gregory M Sears Dr		392	Gregory M Sears Dr		429	Hennessy Ct
275	Gregory M Sears Dr		395	Gregory M Sears Dr		430	Hennessy Ct
276	Gregory M Sears Dr		396	Gregory M Sears Dr		464	Higgins Rd
279	Gregory M Sears Dr		399	Gregory M Sears Dr		26	Jackson Ct
280	Gregory M Sears Dr		400	Gregory M Sears Dr		300	Jackson Ct
284	Gregory M Sears Dr		403	Gregory M Sears Dr		304	Jackson Ct
288	Gregory M Sears Dr		404	Gunnison Ct		308	Jackson Ct
292	Gregory M Sears Dr		530	Gunnison Ct		312	Jackson Ct
296	Gregory M Sears Dr		532	Gunnison Ct		316	Jackson Ct
300	Gregory M Sears Dr		534	Gunnison Ct		320	Jackson Ct
303	Gregory M Sears Dr		536	Gunnison Ct		324	Jackson Ct
304	Gregory M Sears Dr		538	Gunnison Ct		328	Jackson Ct
307	Gregory M Sears Dr		540	Gunnison Ct		332	Jackson Ct
336	Jackson Ct		160	Jackson St		276	Jackson St
340	Jackson Ct		162	Jackson St		278	Jackson St
341	Jackson Ct		166	Jackson St		283	Jackson St
344	Jackson Ct		168	Jackson St		285	Jackson St
345	Jackson Ct		170	Jackson St		287	Jackson St
348	Jackson Ct		172	Jackson St		289	Jackson St
349	Jackson Ct		174	Jackson St		291	Jackson St
352	Jackson Ct		176	Jackson St		280	Jackson St
353	Jackson Ct		180	Jackson St		282	Jackson St
356	Jackson Ct		182	Jackson St		284	Jackson St
357	Jackson Ct		184	Jackson St		286	Jackson St
360	Jackson Ct		186	Jackson St		288	Jean St



361	Jackson Ct		188	Jackson St		380	Jean St
364	Jackson Ct		190	Jackson St		392	Jean St
365	Jackson Ct		201	Jackson St		395	Jean St
368	Jackson Ct		203	Jackson St		407	Jean St
369	Jackson Ct		205	Jackson St		408	Jean St
372	Jackson Ct		207	Jackson St		419	Jean St
373	Jackson Ct		209	Jackson St		424	Jean St
376	Jackson Ct		211	Jackson St		429	Jean St
377	Jackson Ct		213	Jackson St		437	Jean St
380	Jackson Ct		215	Jackson St		438	Jean St
381	Jackson Ct		217	Jackson St		450	Jean St
385	Jackson St		219	Jackson St		455	Jean St
5	Jackson St		221	Jackson St		463	Joan Ct
11	Jackson St		223	Jackson St		477	Joan Ct
112	Jackson St		231	Jackson St		480	Joan Ct
114	Jackson St		233	Jackson St		487	Joan Ct
116	Jackson St		235	Jackson St		490	Joan Ct
118	Jackson St		237	Jackson St		505	Joan Ct
120	Jackson St		239	Jackson St		506	Joan Ct
124	Jackson St		241	Jackson St		513	Joan Ct
126	Jackson St		243	Jackson St		514	Joan Ct
128	Jackson St		245	Jackson St		517	Joan Ct
130	Jackson St		247	Jackson St		518	John M Boor Dr
132	Jackson St		249	Jackson St		11	John M Boor Dr
134	Jackson St		251	Jackson St		21	John M Boor Dr
138	Jackson St		253	Jackson St		31	John M Boor Dr
140	Jackson St		263	Jackson St		40	John M Boor Dr
142	Jackson St		265	Jackson St		41	John M Boor Dr
144	Jackson St		267	Jackson St		50	John M Boor Dr
146	Jackson St		269	Jackson St		51	John M Boor Dr
148	Jackson St		271	Jackson St		60	John M Boor Dr
152	Jackson St		273	Jackson St		61	John M Boor Dr
154	Jackson St		270	Jackson St		70	John M Boor Dr
156	Jackson St		272	Jackson St		71	John M Boor Dr
158	Jackson St		274	Jackson St		80	John M Boor Dr
81	John M Boor Dr		343	John M Boor Dr		485	Kildare St
90	John M Boor Dr		345	John M Boor Dr		486	Kilkenny Ct
91	John M Boor Dr		347	John M Boor Dr		551	Kilkenny Ct
100	John M Boor Dr		349	John M Boor Dr		555	Kilkenny Ct





101	John M Boor Dr		351	John M Boor Dr		558	Kilkenny Ct
110	John M Boor Dr		353	John M Boor Dr		561	Kilkenny Ct
111	John M Boor Dr		355	John M Boor Dr		564	Kilkenny Ct
120	John M Boor Dr		357	John M Boor Dr		576	Kilkenny Ct
121	John M Boor Dr		359	John M Boor Dr		581	Kilkenny Ct
130	John M Boor Dr		361	Kathleen St		590	Kilkenny Ct
131	John M Boor Dr		464	Kathleen St		603	Leadville Ct
140	John M Boor Dr		472	Kathleen St		42	Leadville Ct
141	John M Boor Dr		479	Kathleen St		46	Leadville Ct
150	John M Boor Dr		480	Kathleen St		50	Leadville Ct
160	John M Boor Dr		492	Kathleen St		51	Leadville Ct
170	John M Boor Dr		499	Kathleen St		54	Leadville Ct
171	John M Boor Dr		505	Kathleen St		55	Leadville Ln
180	John M Boor Dr		506	Kathleen St		58	Leadville Ln
181	John M Boor Dr		516	Kathleen St		61	Leadville Ln
190	John M Boor Dr		517	Kathleen St		62	Leadville Ln
191	John M Boor Dr		535	Kathleen St		65	Leadville Ln
200	John M Boor Dr		536	Kathleen St		66	Leadville Ln
201	John M Boor Dr		543	Kathleen St		69	Leadville Ln
210	John M Boor Dr		552	Kathleen St		70	Leadville Ln
211	John M Boor Dr		557	Kathleen St		73	Leadville Ln
220	John M Boor Dr		562	Kathleen St		74	Leadville Ln
221	John M Boor Dr		571	Kathleen St		77	Leadville Ln
230	John M Boor Dr		580	Kathleen St		78	Leadville Ln
231	John M Boor Dr		587	Kathleen St		81	Leadville Ln
240	John M Boor Dr		590	Kathleen St		82	Leadville Ln
241	John M Boor Dr		599	Kerry Ct		85	Leadville Ln
250	John M Boor Dr		695	Kerry Ct		86	Leadville Ln
251	John M Boor Dr		708	Kerry Ct		89	Leadville Ln
260	John M Boor Dr		711	Kerry Ct		90	Leadville Ln
261	John M Boor Dr		717	Kerry Ct		93	Leadville Ln
270	John M Boor Dr		720	Kerry Ct		94	Leadville Ln
271	John M Boor Dr		721	Kerry Ct		97	Leadville Ln
280	John M Boor Dr		722	Kerry Ct		98	Leadville Ln
290	John M Boor Dr		724	Kildare St		101	Leadville Ln
300	John M Boor Dr		412	Kildare St		102	Leadville Ln
301	John M Boor Dr		415	Kildare St		105	Leadville Ln
310	John M Boor Dr		423	Kildare St		109	Leadville Ln
311	John M Boor Dr		426	Kildare St		112	Leadville Ln



320	John M Boor Dr		434	Kildare St		113	Leadville Ln
321	John M Boor Dr		441	Kildare St		117	Leadville Ln
339	John M Boor Dr		461	Kildare St		121	Leadville Ln
341	John M Boor Dr		468	Kildare St		122	Leadville Ln
125	Leadville Ln		568	Pamela Ct		209	Powder Horn Ct
129	Leadville Ln		575	Pamela Ct		210	Powder Horn Ct
132	Leadville Ln		578	Pamela Ct		213	Powder Horn Ct
133	Leadville Ln		590	Pamela Ct		214	Powder Horn Ct
137	Leadville Ln		593	Pamela Ct		217	Powder Horn Ct
141	Leadville Ln		604	Pamela Ct		218	Powder Horn Ct
142	Loveland Ct		605	Pamela Ct		221	Powder Horn Ct
188	Loveland Ct		617	Park Court		222	Powder Horn Ct
190	Loveland Ct		174	Park Court		225	Powder Horn Ct
191	Loveland Ct		178	Park Court		226	Railroad St
194	Loveland Ct		182	Park Court		6	Railroad St
195	Loveland Ct		184	Park Street		11	Railroad St
198	Loveland Ct		13	Park Street		19	Railroad St
199	Loveland Ct		170	Park Street		24	Railroad St
202	Loveland Ct		180	Pauline Ct		43	Railroad St
203	Mason Rd		618	Pauline Ct		50	Railroad St
495	Matteson St		623	Pauline Ct		51	Railroad St
7	Matteson St		624	Pauline Ct		65	Railroad St
24	Meadows Dr		629	Pauline Ct		70	Railroad St
20	Meadows Dr		630	Pauline Ct		77	Railroad St
24	Meadows Dr		633	Pauline Ct		83	Railroad St
28	Meadows Dr		635	Pierce St		94	Railroad St
32	Meadows Dr		293	Pierce St		98	Railroad St
50	Meadows Dr		295	Pierce St		103	Railroad St
54	Meadows Dr		296	Pierce St		107	Railroad St
58	Meadows Dr		297	Pierce St		113	Railroad St
62	Meadows Dr		298	Pierce St		124	Railroad St
66	Meadows Dr		299	Pierce St		125	Railroad St
70	Meadows Dr		302	Pierce St		133	Railroad St
74	Meadows Dr		312	Pierce St		136	Railroad St
78	Meadows Dr		315	Pierce St		139	Railroad St
82	Meadows Dr		328	Pierce St		145	Red Hawk Path
86	Meadows Dr		342	Pierce St		168	Red Hawk Path
90	Meadows Dr		356	Pierce St		180	Red Hawk Path
94	Meadows Dr		368	Pierce St		189	Red Hawk Path



98	Meadows Dr		377	Pierce St		194	Red Hawk Path
126	Meadows Dr		378	Pierce St		201	Red Hawk Path
130	Meadows Dr		388	Pierce St		206	Red Hawk Path
134	Meadows Dr		397	Pierce St		217	Red Hawk Path
138	Meadows Dr		404	Pierce St		218	Redmond Dr
142	Meadows Dr		412	Pierce St		102	Redmond Dr
146	Pamela Ct		420	Pierce St		106	Redmond Dr
555	Pamela Ct		430	Pierce St		110	Redmond Dr
556	Pamela Ct		450	Pierce St		114	Redmond Dr
561	Pamela Ct		453	Pierce St		118	Redmond Dr
562	Pamela Ct		460	Pierce St		121	Redmond Dr
565	Pamela Ct		466	Powder Horn Ct		122	Redmond Dr
125	Redmond Dr		82	Regent Dr		535	Running Deer Ln
126	Redmond Dr		83	Regent Dr		545	Running Deer Ln
129	Redmond Dr		86	Regent Dr		559	Running Deer Ln
130	Redmond Dr		87	Regent Dr		571	Running Deer Ln
133	Redmond Dr		91	Regent Dr		583	Shining Moon Path
134	Redmond Dr		95	Regent Dr		186	Shining Moon Path
137	Redmond Dr		99	Regent Dr		196	Shining Moon Path
138	Redmond Dr		103	Regent Dr		197	Shining Moon Path
141	Redmond Dr		107	Regent Dr		209	Shining Moon Path
142	Redmond Dr		110	Regent Dr		210	Shining Moon Path
145	Redmond Dr		111	Regent Dr		219	Shining Moon Path
146	Redmond Dr		114	Regent Dr		220	Sleeping Bear Trl
149	Redmond Dr		115	Regent Dr		430	Sleeping Bear Trl
150	Redmond Dr		118	Regent Dr		448	Sleeping Bear Trl
153	Redmond Dr		119	Regent Dr		457	Sleeping Bear Trl
154	Redmond Dr		122	Regent Dr		458	Sleeping Bear Trl
157	Redmond Dr		123	Reston Ln		470	Sleeping Bear Trl
158	Redmond Dr		120	Reston Ln		482	Sleeping Bear Trl
161	Redmond Dr		124	Reston Ln		491	Sleeping Bear Trl
162	Redmond Dr		200	Reston Ln		502	Sleeping Bear Trl
165	Redmond Dr		201	Reston Ln		511	Sleeping Bear Trl
166	Redmond Dr		210	Reston Ln		518	Sleeping Bear Trl
169	Redmond Dr		211	Reston Ln		525	Sleeping Bear Trl
170	Redmond Dr		220	Reston Ln		532	Sleeping Bear Trl
173	Redmond Dr		230	Reston Ln		544	Sleeping Bear Trl
174	Regent Dr		231	Reston Ln		560	Sleeping Bear Trl
30	Regent Dr		240	Reston Ln		570	Sleeping Bear Trl



31	Regent Dr	250	Reston Ln	584	Stamford Ct
34	Regent Dr	261	Reston Ln	103	Stamford Ct
35	Regent Dr	444	Reston Ln	143	Steamboat Dr
39	Regent Dr	454	Reston Ln	132	Steamboat Dr
43	Regent Dr	484	Rockville Ln	133	Steamboat Dr
47	Regent Dr	284	Rockville Ln	134	Steamboat Dr
50	Regent Dr	294	Rockville Ln	135	Steamboat Dr
51	Regent Dr	397	Running Deer Ln	136	Steamboat Dr
54	Regent Dr	433	Running Deer Ln	137	Steamboat Dr
55	Regent Dr	436	Running Deer Ln	138	Steamboat Dr
59	Regent Dr	447	Running Deer Ln	139	Steamboat Dr
62	Regent Dr	460	Running Deer Ln	140	Steamboat Dr
63	Regent Dr	463	Running Deer Ln	141	Steamboat Dr
66	Regent Dr	477	Running Deer Ln	142	Steamboat Dr
67	Regent Dr	491	Running Deer Ln	143	Steamboat Dr
70	Regent Dr	494	Running Deer Ln	144	Steamboat Dr
71	Regent Dr	505	Running Deer Ln	145	Steamboat Dr
74	Regent Dr	512	Running Deer Ln	147	Steamboat Dr
75	Regent Dr	521	Running Deer Ln	149	Steamboat Dr
79	Regent Dr	528	Running Deer Ln	150	Steamboat Dr
151	Steamboat Dr	77	Telluride Ct	527	Telluride Dr
152	Steamboat Dr	79	Telluride Ct	529	Telluride Dr
153	Steamboat Dr	82	Telluride Ct	531	Telluride Dr
155	Steamboat Dr	86	Telluride Ct	533	Telluride Dr
156	Steamboat Dr	90	Telluride Dr	535	Telluride Dr
157	Steamboat Dr	451	Telluride Dr	537	Telluride Dr
159	Steamboat Dr	453	Telluride Dr	539	Telluride Dr
161	Summit Dr	455	Telluride Dr	541	Telluride Dr
53	Summit Dr	457	Telluride Dr	543	Telluride Dr
57	Summit Dr	459	Telluride Dr	545	Telluride Dr
61	Summit Dr	461	Telluride Dr	547	Telluride Dr
65	Summit Dr	460	Telluride Dr	549	Telluride Dr
69	Summit Dr	462	Telluride Dr	551	Telluride Dr
73	Summit Dr	464	Telluride Dr	553	Telluride Dr
77	Summit Dr	466	Telluride Dr	555	Telluride Dr
81	Summit Dr	468	Telluride Dr	540	Telluride Dr
85	Summit Dr	470	Telluride Dr	542	Telluride Dr
88	Summit Dr	472	Telluride Dr	544	Telluride Dr
89	Summit Dr	474	Telluride Dr	545	Telluride Dr



92	Summit Dr		476	Telluride Dr		548	Telluride Dr
93	Summit Dr		475	Telluride Dr		550	Telluride Dr
96	Summit Dr		463	Telluride Dr		552	Telluride Dr
100	Summit Dr		465	Telluride Dr		554	Telluride Dr
104	Summit Dr		467	Telluride Dr		556	Telluride Dr
108	Summit Dr		469	Telluride Dr		558	Telluride Dr
109	Summit Dr		471	Telluride Dr		560	Telluride Dr
112	Summit Dr		473	Telluride Dr		562	Telluride Dr
116	Summit Dr		475	Telluride Dr		557	Telluride Dr
117	Summit Dr		477	Telluride Dr		559	Telluride Dr
120	Summit Dr		479	Telluride Dr		561	Telluride Dr
121	Summit Dr		481	Telluride Dr		563	Telluride Dr
124	Summit Dr		483	Telluride Dr		565	Telluride Dr
124	Summit Dr		485	Telluride Dr		567	Telluride Dr
128	Summit Dr		480	Telluride Dr		564	Telluride Dr
129	Summit Dr		482	Telluride Dr		566	Telluride Dr
132	Summit Dr		484	Telluride Dr		568	Telluride Dr
133	Summit Dr		486	Telluride Dr		570	Telluride Dr
136	Summit Dr		488	Telluride Dr		572	Telluride Dr
136	Summit Dr		487	Telluride Dr		574	Telluride Dr
140	Suzanne St		489	Telluride Dr		569	Telluride Dr
646	Suzanne St		491	Telluride Dr		571	Telluride Dr
653	Suzanne St		493	Telluride Dr		573	Telluride Dr
656	Telluride Ct		495	Telluride Dr		575	Telluride Dr
69	Telluride Ct		497	Telluride Dr		577	Telluride Dr
71	Telluride Ct		521	Telluride Dr		579	Telluride Dr
73	Telluride Ct		523	Telluride Dr		581	Telluride Dr
75	Telluride Ct		525	Telluride Dr		583	Telluride Dr
585	Telluride Dr		180	Timber Trails Blvd		290	Timber Trails Blvd
587	Telluride Dr		182	Timber Trails Blvd		292	Timber Trails Blvd
589	Telluride Dr		184	Timber Trails Blvd		294	Timber Trails Blvd
591	Telluride Dr		186	Timber Trails Blvd		296	Timber Trails Blvd
576	Telluride Dr		188	Timber Trails Blvd		298	Timber Trails Ct
578	Telluride Dr		190	Timber Trails Blvd		59	Timber Trails Ct
580	Telluride Dr		192	Timber Trails Blvd		61	Timber Trails Ct



582	Telluride Dr		194	Timber Trails Blvd		63	Timber Trails Ct
584	Telluride Dr		196	Timber Trails Blvd		65	Timber Trails Ct
586	Telluride Dr		198	Timber Trails Blvd		67	Timber Trails Ct
588	Telluride Dr		200	Timber Trails Blvd		68	Timber Trails Ct
590	Telluride Dr		202	Timber Trails Blvd		69	Timber Trails Ct
592	Telluride Dr		204	Timber Trails Blvd		70	Timber Trails Ct
594	Telluride Dr		206	Timber Trails Blvd		71	Timber Trails Ct
596	Telluride Dr		208	Timber Trails Blvd		72	Timber Trails Ct
598	Telluride Dr		210	Timber Trails Blvd		74	Timber Trails Ct
593	Telluride Dr		212	Timber Trails Blvd		76	Timber Trails Ct
595	Telluride Dr		214	Timber Trails Blvd		78	Timber Trails Ct
597	Telluride Dr		216	Timber Trails Blvd		80	Timber Trails Ct
599	Telluride Dr		218	Timber Trails Blvd		82	Timber Trails Ct
601	Telluride Dr		220	Timber Trails Blvd		84	Timber Trails Ct
603	Timber Ct		222	Timber Trails Blvd		86	Timber Trails Ct
131	Timber Ct		224	Timber Trails Blvd		88	Timber Trails Ct
134	Timber Ct		226	Timber Trails Blvd		90	Tipperary St
135	Timber Ct		228	Timber Trails Blvd		697	Tipperary St
138	Timber Ct		230	Timber Trails Blvd		698	Tipperary St
139	Timber Ct		232	Timber Trails Blvd		712	Tipperary St
142	Timber Ct		234	Timber Trails Blvd		726	Tipperary St
143	Timber Ct		236	Timber Trails Blvd		736	Tipperary St
146	Timber Ct		238	Timber Trails Blvd		746	Tipperary St
147	Timber Ct		240	Timber Trails Blvd		749	Tipperary St
151	Timber Ct		242	Timber Trails		756	Tipperary St



				Bldv			
155	Timber Trails Blvd		244	Timber Trails Blvd		761	Tipperary St
152	Timber Trails Blvd		246	Timber Trails Blvd		768	Tipperary St
154	Timber Trails Blvd		248	Timber Trails Blvd		773	Tipperary St
156	Timber Trails Blvd		250	Timber Trails Blvd		778	Tipperary St
158	Timber Trails Blvd		260	Timber Trails Blvd		790	Tipperary St
160	Timber Trails Blvd		262	Timber Trails Blvd		793	Tipperary St
162	Timber Trails Blvd		264	Timber Trails Blvd		805	Tipperary St
164	Timber Trails Blvd		266	Timber Trails Blvd		808	Tipperary St
166	Timber Trails Blvd		268	Timber Trails Blvd		822	Tipperary St
168	Timber Trails Blvd		270	Timber Trails Blvd		831	Tipperary St
170	Timber Trails Blvd		280	Timber Trails Blvd		843	Tipperary St
172	Timber Trails Blvd		282	Timber Trails Blvd		850	Tipperary St
174	Timber Trails Blvd		284	Timber Trails Blvd		855	Tipperary St
176	Timber Trails Blvd		286	Timber Trails Blvd		856	Tipperary St
178	Timber Trails Blvd		288	Timber Trails Blvd		857	Tipperary St
858	Tipperary St		918	Tipperary St		142	Town Center Blvd
859	Tipperary St		919	Tipperary St		144	Town Center Blvd
860	Tipperary St		920	Tipperary St		146	Town Center Blvd
861	Tipperary St		921	Tollview Terrace		148	Town Center Blvd
862	Tipperary St		142	Tollview Terrace		150	Town Center Blvd
863	Tipperary St		152	Tollview Terrace		152	Town Center Blvd
865	Tipperary St		170	Tollview Terrace		154	Town Center Blvd
867	Tipperary St		183	Tollview Terrace		156	Town Center Blvd
869	Tipperary St		195	Tollview Terrace		158	Town Center Blvd
871	Tipperary St		206	Tollview Terrace		160	Town Center Blvd
873	Tipperary St		214	Tollview Terrace		162	Town Center Blvd
875	Tipperary St		215	Tollview Terrace		164	Town Center Blvd
877	Tipperary St		219	Tollview Terrace		165	Town Center Blvd
878	Tipperary St		222	Tollview Terrace		260	Town Center Blvd



879	Tipperary St		223	Tollview Terrace		263	Town Center Blvd
880	Tipperary St		229	Tollview Terrace		264	Town Center Blvd
881	Tipperary St		232	Tollview Terrace		267	Town Center Blvd
882	Tipperary St		252	Tollview Terrace		268	Town Center Blvd
883	Tipperary St		255	Tollview Terrace		271	Town Center Blvd
884	Tipperary St		262	Tollview Terrace		272	Town Center Blvd
885	Tipperary St		263	Tollview Terrace		275	Town Center Blvd
886	Tipperary St		269	Tollview Terrace		276	Town Center Blvd
888	Tipperary St		270	Tollview Terrace		279	Town Center Blvd
890	Tipperary St		275	Tollview Terrace		280	Town Center Blvd
892	Tipperary St		276	Tollview Terrace		283	Town Center Blvd
894	Tipperary St		286	Tollview Terrace		287	Town Center Blvd
896	Tipperary St		288	Tollview Terrace		287	Town Center Blvd
897	Tipperary St		296	Tollview Terrace		291	Town Center Blvd
898	Tipperary St		297	Tollview Terrace		292	Town Center Blvd
899	Tipperary St		312	Town Center Blvd		295	Town Center Blvd
900	Tipperary St		102	Town Center Blvd		296	Town Center Blvd
901	Tipperary St		104	Town Center Blvd		296	Town Center Blvd
902	Tipperary St		106	Town Center Blvd		299	Town Center Blvd
903	Tipperary St		108	Town Center Blvd		300	Town Center Blvd
904	Tipperary St		110	Town Center Blvd		303	Town Center Blvd
905	Tipperary St		112	Town Center Blvd		304	Town Center Blvd
906	Tipperary St		114	Town Center Blvd		307	Town Center Blvd
907	Tipperary St		116	Town Center Blvd		308	Town Center Blvd
908	Tipperary St		118	Town Center Blvd		311	Town Center Blvd
909	Tipperary St		120	Town Center Blvd		312	Town Center Blvd
910	Tipperary St		122	Town Center Blvd		315	Town Center Blvd
911	Tipperary St		124	Town Center Blvd		316	Town Center Blvd
912	Tipperary St		132	Town Center Blvd		319	Town Center Blvd
913	Tipperary St		134	Town Center Blvd		320	Town Center Blvd





915	Tipperary St		136	Town Center Blvd		323	Town Center Blvd
916	Tipperary St		138	Town Center Blvd		324	Town Center Blvd
917	Tipperary St		140	Town Center Blvd		327	Town Center Blvd
328	Town Center Blvd		410	Towne St		201	Vail Ct
331	Town Center Blvd		411	Towne St		210	Vail Ct
332	Town Center Blvd		423	Towne St		211	Vail Ct
335	Town Center Blvd		426	Towne St		220	Vail Ct
336	Town Center Blvd		435	Towne St		221	Vail Ct
401	Town Center Blvd		442	Towne St		230	Vail Ct
403	Town Center Blvd		447	Towne St		231	Vail Ct
405	Town Center Blvd		456	Towne St		240	Vail Ct
407	Town Center Blvd		470	Towne St		241	Valencia Pkwy
409	Town Center Blvd		481	Towne St		92	Valencia Pkwy
411	Town Center Blvd		484	Towne St		96	Valencia Pkwy
423	Town Center Blvd		491	Towne St		100	Valencia Pkwy
425	Town Center Blvd		494	Towne St		104	Valencia Pkwy
427	Town Center Blvd		509	Tyler Creek Street		108	Valencia Pkwy
429	Town Center Blvd		137	Tyler Creek Street		109	Valencia Pkwy
431	Town Center Blvd		138	Tyler Creek Street		112	Valencia Pkwy
433	Town Center Blvd		147	Tyler Creek Street		113	Valencia Pkwy
435	Town Center Blvd		155	Tyler Creek Street		116	Valencia Pkwy
437	Town Center Blvd		160	Tyler Creek Street		117	Valencia Pkwy
439	Town Center Blvd		165	Tyler Creek Street		120	Valencia Pkwy
441	Town Center Blvd		172	Tyler Creek Street		124	Valencia Pkwy
443	Town Center		173	Tyler Creek		128	Valencia Pkwy



	Blvd		Street		
445	Town Center Blvd	180	Tyler Creek Street	141	Valencia Pkwy
447	Town Center Blvd	186	Tyler Creek Street	145	Valencia Pkwy
449	Town Center Blvd	198	Tyler Creek Street	148	Valencia Pkwy
451	Town Center Blvd	205	Tyler Creek Street	152	Valencia Pkwy
453	Town Center Blvd	210	Tyler Creek Street	164	Valencia Pkwy
467	Town Center Blvd	215	Tyler Creek Street	168	Valencia Pkwy
497	Towne Ct	218	Tyler Creek Street	172	Valencia Pkwy
523	Towne Ct	226	Tyler Creek Street	176	Valencia Pkwy
526	Towne Ct	234	Tyler Creek Street	200	Valencia Pkwy
527	Towne Ct	235	Tyler Creek Street	201	Valencia Pkwy
530	Towne Ct	243	Tyler Creek Street	210	Valencia Pkwy
533	Towne Ct	244	Tyler Creek Street	211	Valencia Pkwy
534	Towne Ct	247	Tyler Creek Street	220	Valencia Pkwy
538	Towne St	253	Tyler Creek Street	221	Valencia Pkwy
308	Towne St	255	Union St	230	Valencia Pkwy
316	Towne St	150	Turner St	231	Valencia Pkwy
330	Towne St	6	Turner St	240	Valencia Pkwy
339	Towne St	9	Vail Ct	241	Valencia Pkwy
348	Towne St	170	Vail Ct	251	Welch St
353	Towne St	171	Vail Ct	551	Welch St
369	Towne St	180	Vail Ct	554	Welch St
379	Towne St	181	Vail Ct	555	Welch St
389	Towne St	190	Vail Ct	562	Welch St
400	Towne St	191	Vail Ct	563	Welch St
401	Towne St	200	Vail Ct	570	Welch St
577	Welch St	127	Willey St	188	Willey St
591	Welch St	129	Willey St	190	Willey St
625	Welch St	131	Willey St	192	Willey St
643	Welch St	133	Willey St	194	Willey St
646	Welch St	135	Willey St	196	Willey St



649	Welch St		137	Willey St		198	Windmill Place
659	Welch St		139	Willey St		45	Windmill Place
660	Welch St		141	Willey St		48	Windmill Place
669	Welch St		143	Willey St		53	Woodland Park Cr
670	Welch St		145	Willey St		37	Woodland Park Cr
680	Welch St		147	Willey St		38	Woodland Park Cr
687	Welch St		149	Willey St		41	Woodland Park Cr
690	Welch St		151	Willey St		42	Woodland Park Cr
715	Welch St		150	Willey St		45	Woodland Park Cr
720	White Feather Ln		152	Willey St		46	Woodland Park Cr
136	White Feather Ln		154	Willey St		49	Woodland Park Cr
141	White Feather Ln		156	Willey St		50	Woodland Park Cr
150	White Feather Ln		158	Willey St		53	Woodland Park Cr
155	White Feather Ln		160	Willey St		54	Woodland Park Cr
167	White Feather Ln		153	Willey St		57	Woodland Park Cr
181	White Feather Ln		155	Willey St		61	Woodland Park Cr
193	White Feather Ln		157	Willey St		64	Woodland Park Cr
194	White Feather Ln		159	Willey St		65	Woodland Park Cr
205	White Feather Ln		161	Willey St		67	Woodland Park Cr
206	White Feather Ln		163	Willey St		71	Woodland Park Cr
217	White Feather Ln		165	Willey St		74	Woodland Park Cr
218	White Feather Ln		167	Willey St		75	Woodland Park Cr
230	Willey St		169	Willey St		79	Woodland Park Cr
10	Willey St		171	Willey St		80	Woodland Park Cr
22	Willey St		164	Willey St		81	Woodland Park Cr
25	Willey St		166	Willey St		85	Woodland Park Cr
26	Willey St		168	Willey St		89	Woodland Park Cr
27	Willey St		170	Willey St		93	Woodland Park Cr
28	Willey St		172	Willey St		97	Woodland Park Cr
101	Willey St		176	Willey St		98	Woodland Park Cr
103	Willey St		178	Willey St		101	Woodland Park Cr
105	Willey St		180	Willey St		102	Woodland Park Cr
107	Willey St		182	Willey St		105	Woodland Park Cr
109	Willey St		184	Willey St		106	Woodland Park Cr
111	Willey St		173	Willey St		109	Woodland Park Cr
113	Willey St		175	Willey St		110	Woodland Park Cr
115	Willey St		177	Willey St		113	Woodland Park Cr
117	Willey St		179	Willey St		117	Woodland Park Cr
119	Willey St		181	Willey St		121	Woodland Park Cr



121	Willey St		183	Willey St		125	Woodland Park Cr
123	Willey St		185	Willey St		129	Woodland Park Cr
125	Willey St		187	Willey St		133	Woodland Park Cr
136	Woodland Park Cr		179	Woodland Park Cr			
137	Woodland Park Cr		180	Woodland Park Cr			
140	Woodland Park Cr		181	Woodland Park Cr			
141	Woodland Park Cr		184	Woodland Park Cr			
149	Woodland Park Cr		185	Woodland Park Cr			
153	Woodland Park Cr		188	Woodland Park Cr			
157	Woodland Park Cr		189	Woodland Park Cr			
161	Woodland Park Cr		192	Woodland Park Cr			
165	Woodland Park Cr		193	Woodland Park Cr			
168	Woodland Park Cr		196	Woodland Park Cr			
172	Woodland Park Cr		197	Woodland Park Cr			
176	Woodland Park Cr		200	Woodland Park Cr			
180	Woodland Park Cr		201	Woodland Park Cr			
181	Woodland Park Cr		205	Woodland Park Cr			
184	Woodland Park Cr		209	Woodland Park Cr			
185	Woodland Park Cr		210	Woodland Park Cr			
188	Woodland Park Cr		213	Woodland Park Cr			
189	Woodland Park Cr		217	Woodland Park Cr			
192	Woodland Park Cr		221	Woodland Park Cr			
193	Woodland Park Cr		222	Woodland Park Cr			
196	Woodland Park Cr		225	Woodland Park Cr			
197	Woodland Park Cr		226	Woodland Park Cr			
200	Woodland Park		229	Woodland Park			



	Cr			Cr			
200	Woodland Park Cr		230	Woodland Park Cr			
201	Woodland Park Cr		233	Woodland Park Cr			
205	Woodland Park Cr		237	Woodland Park Cr			
209	Woodland Park Cr		242	Woodland Park Cr			
210	Woodland Park Cr		245	Woodland Park Cr			
213	Woodland Park Cr		249	Woodland Park Cr			
217	Woodland Park Cr		250	Woodland Park Cr			
221	Woodland Park Cr		253	Woodland Park Cr			
222	Woodland Park Cr		257	Woodland Park Cr			
225	Woodland Park Cr		258	Woodland Park Cr			
226	Woodland Park Cr						
229	Woodland Park Cr						
230	Woodland Park Cr						
233	Woodland Park Cr						
237	Woodland Park Cr						
242	Woodland Park Cr						
245	Woodland Park Cr						
249	Woodland Park Cr						
250	Woodland Park Cr						
253	Woodland Park Cr						
257	Woodland Park Cr						
258	Woodland Park Ct						
171	Woodland Park Ct						
175	Woodland Park Ct						



## EXHIBIT 4

### BUSINESS ADDRESSES IN GILBERTS

50 INDUSTRIAL DRIVE, STE 100	325 RAYMOND DRIVE	65 CENTER DRIVE

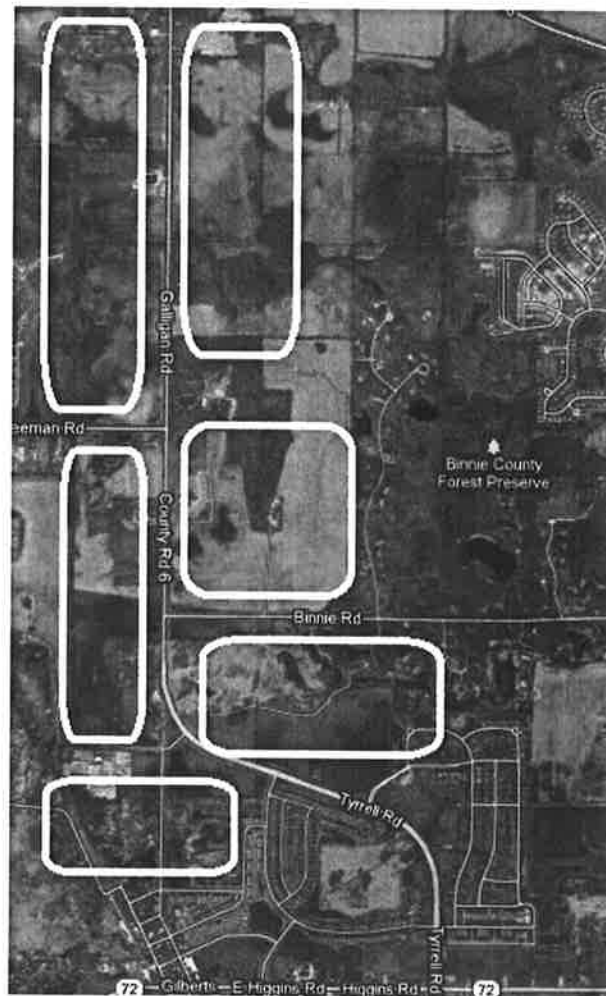


359 SOLA DRIVE	135 E. HIGGINS ROAD	94 RAILROAD STREET
30 RAILROAD STREET	141 E. HIGGINS ROAD.	211 E. HIGGINS ROAD, UNIT J
80 INDUSTRIAL DRIVE	50 INDUSTRIAL DRIVE	211 E. HIGGINS ROAD, UNIT F
185-186 INDUSTRIAL DRIVE	323 SOLA DRIVE	33 CENTER DRIVE, UNIT A
111 E. HIGGINS ROAD	148 INDUSTRIAL DRIVE	96 CENTER DRIVE
148 INDUSTRIAL DRIVE	124 INDUSTRIAL DRIVE	95 CENTER DRIVE
149 INDUSTRIAL DRIVE	36 CENTER DRIVE, UNIT 4	210 INDUSTRIAL DRIVE
50 INDUSTRIAL DRIVE, UNIT 104	106 INDUSTRIAL DRIVE	119 E. HIGGINS ROAD
99 INDUSTRIAL DRIVE	78 EAST END DRIVE	275 SOLA DRIVE
211 E. HIGGINS ROAD, STE J PO BOX 245	255 E. ROUTE 72	139 INDUSTRIAL DRIVE
39 INDUSTRIAL DRIVE, UNIT #1	39 INDUSTRIAL DRIVE, UNIT #2	33 CENTER DRIVE, UNIT B
825 TYRRELL ROAD	318 ARROWHEAD DRIVE	50 INDUSTRIAL DRIVE STE 110
341 SOLA DRIVE	16N158 TYRRELL ROAD, ELGIN	36 CENTER DRIVE
211 SOLA DRIVE	57 CENTER STREET, UNIT B	155 INDUSTRIAL DRIVE
100 INDUSTRIAL DRIVE	91 SOLA DRIVE	221 SOLA DRIVE
139 INDUSTRIAL DRIVE, UNIT B	80 INDUSTRIAL DRIVE, SUITE 101	45 CENTER DRIVE
95 WEST END DRIVE	211 E. HIGGINS ROAD	15 WEST END DRIVE
17N234 GALLIGAN ROAD	300 ARROWHEAD DRIVE	389 SOLA DRIVE
121 CENTER DRIVE	80 INDUSTRIAL DRIVE	119 E. HIGGINS ROAD
11 GALLIGAN ROAD	213 SOLA DRIVE	223 E. HIGGINS ROAD
114 INDUSTRIAL DRIVE	211 E. HIGGINS, UNIT H	56 EAST END DRIVE
76 CENTER DRIVE	219 HIGGINS ROAD	36 E. HIGGINS ROAD
77 RAILROAD STREET	57 CENTER DRIVE, UNIT C	121 HIGGINS ROAD
33 CENTER DRIVE	171 HIGGINS ROAD	131 SOLA DRIVE
46 EAST END DRIVE	17 GALLIGAN ROAD	160 INDUSTRIAL DRIVE
24 WEST END DRIVE, D121P.O. BOX 365	160 W. INDUSTRIAL DRIVE	44 WEST END DRIVE
115 HIGGINS ROAD	24 CENTER DRIVE, UNIT #1 & 2	122 INDUSTRIAL DRIVE
171 SOLA DRIVE	63 CENTER DRIVE	181 SOLA DRIVE
66 EAST END DRIVE	347 SOLA DRIVE	114 INDUSTRIAL DRIVE
92 EAST END DRIVE	209 SOLA DRIVE, PO Box 296	64 WESTR END DRIVE
338 ARROWHEAD DRIVE		130 GALLIGAN ROAD



## EXHIBIT 5

### UNDEVELOPED AREAS NORTH OF RT 72





## **EXHIBIT 6**

UNDEVELOPED AREAS SOUTH OF RT 72

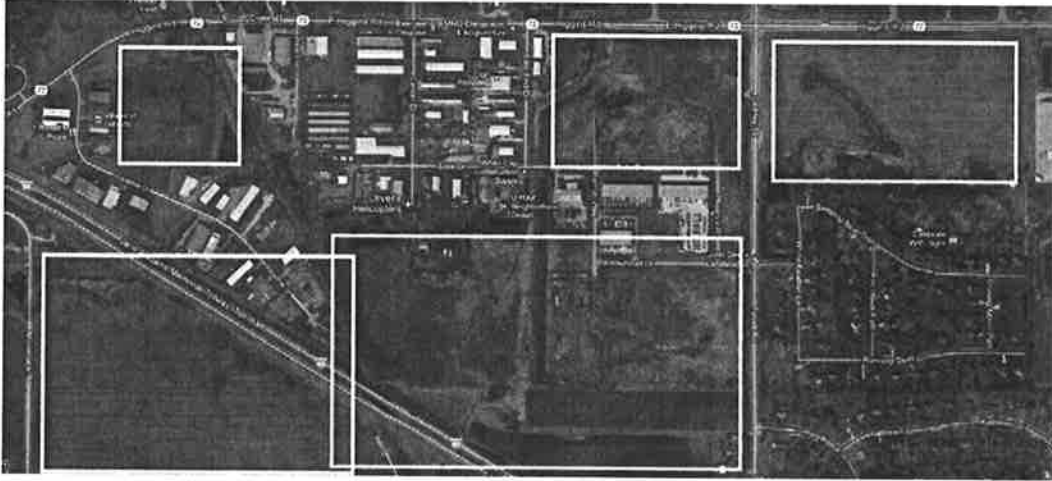


EXHIBIT 7

PRAIRIE CORPORATE PARK



THE VILLAGE:

THE VILLAGE OF GILBERT, ILLINOIS

By: \_\_\_\_\_  
Authorized Official

GRANTEE:

FIBERCITY GILBERTS LLC

By: \_\_\_\_\_  
Authorized Agent

