



CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

TO: Mayor Laurel L. Prussing and Members of the City Council
FROM: William R. Gray, Public Works Director
Bradley M. Bennett, Assistant City Engineer
DATE: March 13, 2014
RE: Revision to Exhibit A for Campus Communications Group, Agreement for Use of Right-of-Way

At the March 10, 2014 Committee of the Whole Meeting it was discovered that there was an error on page 4 of Exhibit A of the License Agreement document for the Campus Communications Group. The Campus Communications Group has revised page 4 of Exhibit A to correct the error. A copy of the revised graphic is attached for your reference.

Attachments: Revised Page 4 of Exhibit A



CP-004

CP-005

SEGMENT CCG-URB-004
ORIGIN: W. Main St and S. McCullough St. (SE Corner)
TERMINUS: W. Main Street and N. Central Ave (SW Corner)
GEOGRAPHIC COORDINATES AND MEASUREMENTS
FROM: -88.213098 - 40.113460
TO: -88.211542 - 40.112955
TOTAL RUN LENGTH: 500 FEET



CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

TO: Mayor Laurel L. Prussing and Members of the City Council
FROM: William R. Gray, Public Works Director
Bradley M. Bennett, Assistant City Engineer
DATE: March 6, 2014
RE: Campus Communications Group, Agreement for Use of Right-of-Way

Action Requested

Approval of the attached ordinance entitled “AN ORDINANCE APPROVING AN AGREEMENT FOR USE OF RIGHT-OF-WAY (Campus Communications Group)”

Background and Facts

Campus Communications Group of Champaign, Illinois, proposes to install fiber optic cables below ground in conduits within the rights-of-way of the City. In accordance with City policy, a license agreement, which is required for that installation, is attached for Council consideration. The proposed routing of the fiber optic cable is depicted in Exhibits A, B and C attached to the proposed agreement.

Financial Impact

The proposed installation will be at no cost to the City. Campus Communications Group is not subject to the City’s utility maintenance fee for right-of-way occupation because it is a retailer of telecommunications services as defined under the Illinois Simplified Telecommunications Tax Act.

Recommendations

It is recommended that the City Council approve the attached ordinance entitled “AN ORDINANCE APPROVING AN AGREEMENT FOR USE OF RIGHT-OF-WAY (Campus Communications Group)”

Attachments: AN ORDINANCE APPROVING AN AGREEMENT FOR USE OF RIGHT-OF-WAY (Campus Communications Group)
AGREEMENT FOR USE OF RIGHT-OF-WAY (Campus Communications Group)

ORDINANCE NO. 2014-03-021

AN ORDINANCE APPROVING AN AGREEMENT FOR USE OF RIGHT-OF-WAY WITH
CAMPUS COMMUNICATIONS GROUP, INC.

Lincoln Avenue between University Avenue and Green Street
Green Street between Lincoln Avenue and McCullough Street
McCullough Street between Green Street and Main Street
Main Street between McCullough Street and Central Avenue
Green Street between Lincoln Avenue and Goodwin Avenue
Elm Street between McCullough Street and Busey Avenue
Lincoln Avenue between Green Street and Oregon Street
Oregon Street between Lincoln Avenue and Goodwin Avenue
Lincoln Avenue between University Avenue and Melrose Boulevard
Lincoln Avenue between Oregon Street and Florida Avenue
Florida Avenue between Lincoln Avenue and Vine Street
Florida Avenue between Vine Street and Adams Street

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana,
Champaign County, Illinois, as follows:

Section 1.

An Agreement for Use of Right-of-Way between the City of Urbana, Illinois, and
Campus Communications Group, Inc., in substantially the form of the copy of
said Agreement attached hereto and hereby incorporated by reference, be and the
same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized
to execute and deliver and the City Clerk of the City of Urbana, Illinois, be
and the same is hereby authorized to attest to said execution of said Agreement
as so authorized and approved for and on behalf of the City of Urbana,
Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSENT:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor

After recording return to:

City of Urbana Legal Division
400 S. Vine Street
Urbana, IL 61801

AGREEMENT FOR USE OF RIGHT-OF-WAY

Campus Communications Group, Inc.

THIS AGREEMENT is made and entered into by and between the CITY OF URBANA, a municipal corporation of the State of Illinois ("City"), and Campus Communications Group, Inc. ("Company") and is effective on the last date signed by a party hereto. The City and the Company agree as follows:

1. **Right-of way.** West University Avenue, North and South Lincoln Avenue, West Green Street, South McCullough Street, West Main Street, North Central Avenue, West Oregon Street, South Goodwin Avenue, West Elm Street, South Busey Avenue, Melrose Boulevard., East and West Florida Avenue, Adams Street, and South Vine Street ("right-of-way") are roadways of at least sixty feet of dedicated right-of-way.
2. **Grant of license.** The City hereby grants the Company a limited license to construct a Facility ("Facility") within said right-of-way, as shown in Exhibit A and as described in Exhibit B, both of which exhibits are attached hereto and are made a part hereof.
 - A. The license granted under this Agreement is wholly dependent upon the Company fully and faithfully performing and complying with all the terms, conditions, and covenants contained in this Agreement. This License is subject to the rights of any public utility or other person or entity currently having rights, licenses, franchises, or easements in and about the right-of-way.
 - B. The license granted under this Agreement is immediately revocable at the option of the City in the event that the Company fails to perform or comply with any term, condition, or covenant set forth in this Agreement, provided that the Company will have a period in which to cure any such failure as set forth in this Agreement.
 - C. The license granted under this Agreement may not be transferred or assigned.
 - D. The license granted under this Agreement does not convey any right, title, or interest in any right-of-way but is deemed a license only to use and occupy the right-of-way for the limited purposes and term stated herein. The license will not be construed as any warranty of title.

- E. The License granted under this Agreement is non-exclusive and at all times is subordinate to the City's and the public's use of said right-of-way for purposes normally associated with such a public right-of-way. Accordingly, the Company shall, at its sole cost, relocate or remove any portion of the Facility upon the written direction of the City's Director of Public Works ("Director") if necessary to accommodate repair, maintenance, or construction of City utilities or improvements to the right-of-way.

3. **Compliance with governmental requirements.**

- A. **Right-of-way permit.** The construction and installation of the Facility or any change thereof including without limitation extension, reduction, or removal of the Facility shall be subject to the issuance of a right-of-way permit or permits therefore by the Director. No Facility shall be constructed in any streets, alleys or in, on, or over any other public way until a permit therefore is issued by the Director. Said permit will indicate the time, manner and place of constructing the Facility. The City will approve the permit if the proposed improvements are consistent with the use of the license granted by this Agreement. The Company shall comply with all conditions of permits issued to it. Each application for a permit must be accompanied by prints, plans and maps showing the proposed location and design of the Facility to be constructed, the location of each conduit to be entered, and the number and placement of manholes or other openings to gain access to said conduit, along with the appropriate surety bond, insurance certificate, and permit fees required by the Urbana City Code. The Company shall use its best efforts to maintain contractors on any work project involving the Facility and to work toward its timely completion, barring inclement weather or other situations beyond the Company's control. In the event of an emergency which the Company believes poses a threat of immediate harm to the public or to any of the Company's facilities, the Company will be permitted access to the public way to mitigate the threatened harm without the benefit of a permit; provided, however, the Company shall advise the City of the emergency at the earliest reasonable opportunity and shall seek a proper permit within a reasonable period of time thereafter and in the manner as hereinbefore stated.
- B. **Ordinances.** The Company shall comply with all ordinances of the City, including without limitation all generally-applicable provisions regarding rights-of-way and their uses, as such ordinances are now or hereafter amended, except to the extent that such ordinances directly and irreconcilably conflict with an express provision of this Agreement.

4. **Plan submission.** The Company shall provide as built plans to the City upon completion of construction of the Facility in an electronic format compatible with the City's Geographic Information System.

5. **Simplified Municipal Telecommunications Tax.** The Company is a retailer of telecommunications services, as contemplated under the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 *et seq.*), as amended from time to time, and collects the taxes provided for under that Act and any other taxes that it may be required by law to collect. Accordingly, the Company is exempt from any licensing or right-of-way permit fees.

6. **Facility maintenance and repair.** The Company will be fully responsible and will bear all costs associated with any and all maintenance or repair of the Facility.

7. **Right-of-way repair.** After doing any work, the Company at its sole cost and expense shall promptly repair and restore to the extent practicable any right-of-way disturbed by the Company, including without limitation all sidewalks, parkways, or pavements, to the condition in which they existed before performance of the work.

- A. If any such sidewalk, parkway or pavement becomes uneven, unsettled, or otherwise requires repairing, because of such disturbance by the Company, the Company, as soon as climatic conditions reasonably permit shall promptly, and no more than fifteen (15) days from receipt of notice from the City to do so, cause such sidewalk, parkway or pavement to be repaired or restored to the condition in which it existed before said sidewalk, parkway or pavement was disturbed by the Company. Such restoration shall be completed within ten (10) calendar days after the date of commencement of such restoration work. If the Company fails to commence and complete the restoration work in the manner and within the time periods prescribed herein, the City has the right to but has no obligation to, perform such work and recover from the Company any costs and expenses the City incurs.
- B. If such right-of-way or improvement cannot be so repaired, replaced or restored, the Company shall compensate the City for the cost or reasonable value of such improvements in an amount estimated by an independent architect or engineer mutually agreed upon by the parties.
- C. All excavations in lawns or grassy parkways shall be immediately backfilled, tamped, and then restored within a reasonable time thereafter to the original condition with seed or mulch in accordance with the applicable provisions of this Agreement. In the event any shrubs, bushes, or trees existing within the right-of-way are disturbed by reason of the construction, maintenance, or repair of the Facility, the Company shall repair or replace such shrubs, bushes, or trees as the case may warrant as determined by the Director.
- D. The Company shall keep all structures constructed pursuant to this Agreement in a reasonably safe condition at all times and shall maintain such traffic control and protection during the construction, repair, or renewal work performed hereunder as will reasonably avoid danger to life, limb, and property.
- E. The Company shall promptly repair and restore at its own expense all damage it causes to any other utility, including but not limited to storm and sanitary sewers and their services, street lighting, traffic signals, field tiles or facilities from any other utility company.

8. **Lapse and termination.** The License shall be limited solely to the construction, maintenance, and use of the Facility. Upon cessation of such use, as determined by the Director, this Agreement will immediately and automatically lapse and terminate. If the Director believes the Company is no longer using the Facility or that it otherwise has been abandoned, he or she shall notify the Company in writing that the City is asserting its right to declare this Agreement lapsed and terminated. Such notice shall state that the Company has thirty (30) days in which reassert its rights under this Agreement and demonstrate that it has not in fact abandoned use of the license granted by this Agreement. If the Company demonstrates within the thirty (30) day period that it has not abandoned the Facility, this

Agreement shall remain in force and effect according to its terms. If the Company does not demonstrate within the thirty (30) day period of the notice that it has not abandoned the Facility, this Agreement shall be deemed lapsed, terminated, and no longer in effect. Any additional use other than that specifically named herein, without the further express written consent of the City, shall be construed as a violation of this Agreement.

9. **Facility removal.** In the event of the existence of one or more of the following, the Company consents and agrees that the City or its duly authorized agent may remove the Facility, or any portion thereof, and charge all costs and expenses incurred in such removal, disposal, and restoration to the Company:

- A. An emergency that presents imminent peril to person or property.
- B. Non-compliance with any term, provision, or covenant in this Agreement that is not cured within the time period provided herein following notice of such non-compliance tendered to the Company.
- C. The Director or other responsible City official, in good faith, deems the procedure in Paragraph 7 impracticable under the circumstances present.
- D. Termination of this Agreement for any reason.
- E. Abandonment of the Facility's use in accordance with the provisions in Paragraph 8 of this Agreement.
- F. Expiration of this Agreement in the absence of any renewal thereof.

Should the Contractor fail in any way to make timely payment to the City for such costs and expenses, the Contractor agrees to pay, in addition to any amount so owed, actual attorneys' fees and court costs incurred in the collection of such amount.

10. **Indemnity.** Except for gross negligence or wanton conduct by the City, the Company shall hold and save the City, its officers, agents and employees (collectively referred to within this Section as "City"), harmless from any and all liability and expense, including but not limited to judgments, costs and damages, and attorney's fees arising out of the existence, installation, removal, relocation, alteration, repair, maintenance, restoration and any other aspect of the Facility herein referred to; and also hold the City harmless from any and all damages to the Facility on account of the location, construction, alteration, repair or maintenance of any public street, sidewalk, right-of-way, bridge, underpass, subway, tunnel, vault, sewer, water main, conduit, pipe, pole and all aspects of any other utility or public facility.

- A. Except for gross negligence or willful or wanton conduct by the City, the Company shall indemnify and hold the City harmless from any and all damages and claims arising out of damage to the Facility caused in whole or in part by the City, its officers, employees and agents or by any other person(s), whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner.
- B. The Company waives all claims, except for gross negligence or willful or wanton conduct by the City, its officers, employees and agents, against the City, whether arising directly, by subrogation, assignment or otherwise, for any and all damages, direct or indirect, resulting from damage to the Facility structures

done, in whole or in part, by the City or by any other person(s) whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner. As part of this provision, the Company shall, at its own expense, defend all suits and does agree to indemnify and save harmless, except for gross negligence or willful or wanton conduct by the City, its officers, employees and agents, the City from and against any and all claims and liabilities of whatever nature arising from the granting of authority herein to the Company or imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the installed Facility constructed under or by virtue of this Agreement, and shall save and keep harmless the City from any and all damages, judgments, costs and expenses of every kind, that may arise by reason thereof.

- C. Notice in writing shall be promptly given to the Company of any claim or suit against the City which, by the terms hereof, the Company shall be obligated to defend, or against which the Company has hereby agreed to save and keep harmless the City. The City shall furnish to the Company all information in its possession relating to said claim or suit, and cooperate with said Company in the defense of any said claim or suit. The Company agrees to provide notice in writing to the City Attorney of the City of any claim or suit against the Company and/or its officers or employees which may directly affect the Facility or directly or indirectly affect this Agreement or the property referred to herein, whether or not the City has been made a defendant or respondent to the legal action. The City may, if it so desires, assist in defending any such claim or suit. The Company further agrees that it will pay the costs incurred by the City for the necessary defense of any suit against the City resulting from this Agreement other than disputes between the City and Company arising from this Agreement or where indemnification would not be required under the terms of this Agreement. The Company will not rely upon governmental immunity afforded to the City. Except where this Agreement requires the City to indemnify Company, the indemnification and waiver provided in this Section shall be enforceable solely by the City and shall not operate as an indemnification or waiver as to any third party.

11. **Term; termination.** The initial term of this Agreement shall be twenty (20) years from the date of the execution. Upon expiration of this initial term or any renewal term, this Agreement shall automatically renew for a subsequent term of five (5) years, unless, no fewer than ninety (90) days prior to the scheduled expiration of the current term, either party provides written notice to the other party of the intent not to renew. This Agreement may be terminated at any time without notice upon the express written consent of both parties. Either party may terminate this Agreement for cause by giving written notice to the other party at least forty-five (45) calendar days prior to the proposed termination. Such notice of termination shall specify the reason or reasons for such termination and shall specifically state that such termination shall become effective thirty (30) calendar days after the date thereof in the event the reason or reasons for such notice of termination are not fully and completely cured.

12. **Entire agreement.** This Agreement and any written exhibits or addenda to it constitute the entire Agreement between the parties, and may be changed, modified or amended only by mutual written agreement executed by them.

13. **Notices.** All notices required under this Agreement must be in writing. Notices must be personally hand delivered or mailed by certified U.S. mail, return receipt requested,

addressed to the respective party as shown below, or to any changed address either party may have fixed by notice. Notice will be deemed effective upon actual receipt of the notice, or, if certified mail delivery is not accomplished, notice will be deemed given on the date of the mailing.

To the City: Director of Public Works
City of Urbana
706 S. Glover Avenue
Urbana, Illinois 61802

To the Company: Frank H. Byers III, MBA
Vice President of Product Development and Process Management
Campus Communications Group, Inc.
PO Box 25
Champaign, Illinois 61824

Either party may designate by written notice a different address to which notices must be sent.

14. **Non-waiver.** The Company will not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

15. **Governing Law.** This Agreement will be construed in accordance with the laws of the State of Illinois, and the parties agree that any action to interpret, construe, or enforce this Agreement shall be initiated and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois. Each party hereto acknowledges that this Agreement is the product of good faith negotiations by and between the parties hereto and, as such, neither party may seek to have this Agreement strictly construed against the other party as drafter of this Agreement by reason of the principles of evidence or contract law.

16. **Amendment.** This Agreement may be amended only by a writing which is fully and duly executed by the parties hereto.

17. **Due Authorization.** Each party hereto acknowledges that the individual who has executed this Agreement has the due and full authority to do so.

18. **Recording.** This Agreement will be recorded in the Office of the Champaign County Recorder of Deeds at the expense of the City.

19. **Execution by counterpart.** This Agreement may be executed in counterparts, each of which will for all purposes be deemed to be an original and will together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement at Champaign County, Illinois, on the dates as stated below.

City of Urbana, Illinois:

Laurel Lunt Prussing
Mayor

Date

ATTEST:

Phyllis Clark
City Clerk

Campus Communications Group, Inc.:



Mark Scifres
Chief Executive Officer

February 21, 2014

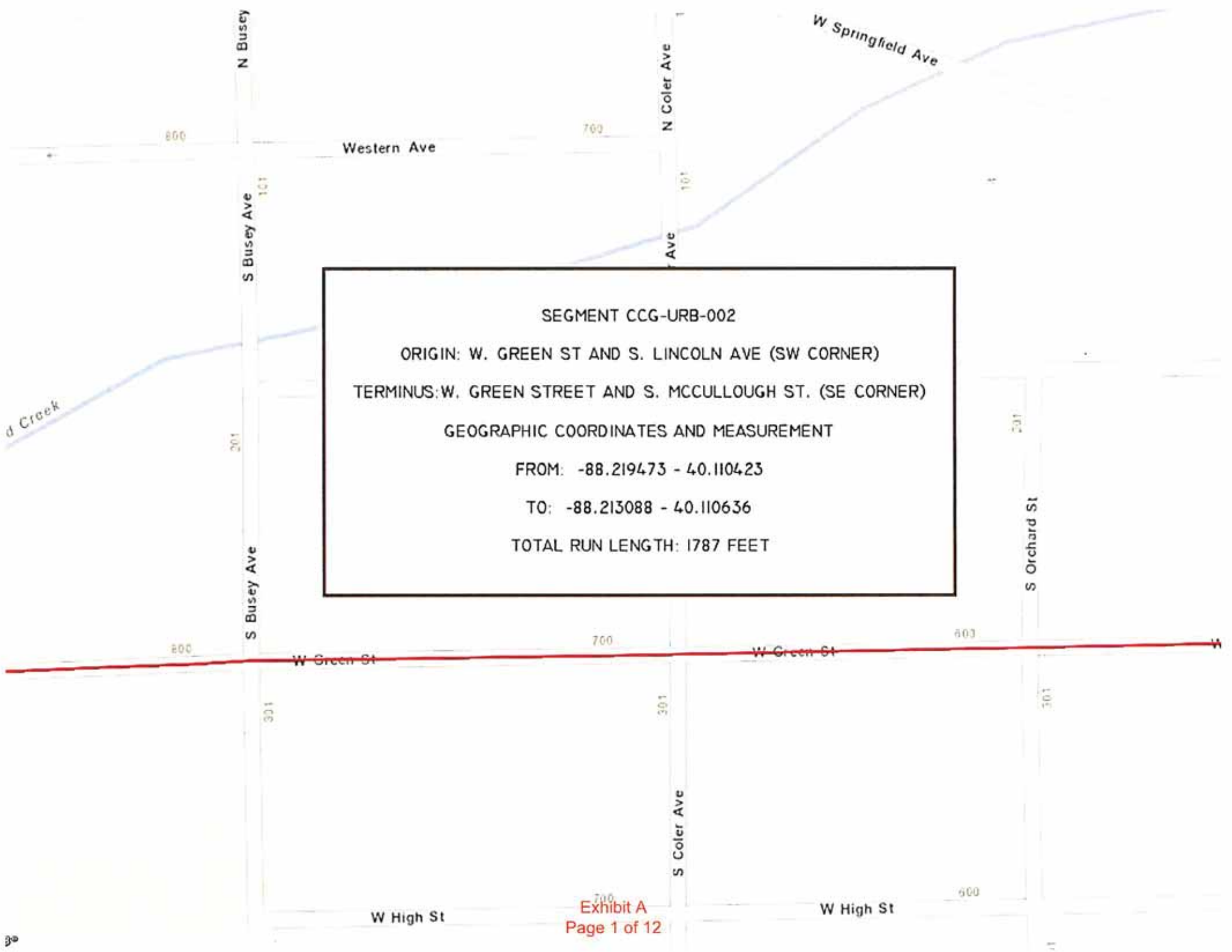
Date

ATTEST:



Michael O'Linc
President

Attachments: Exhibit A Segment maps (12 pages)
 Exhibit B CCG Network Design Written Description (4 pages)



SEGMENT CCG-URB-002

ORIGIN: W. GREEN ST AND S. LINCOLN AVE (SW CORNER)

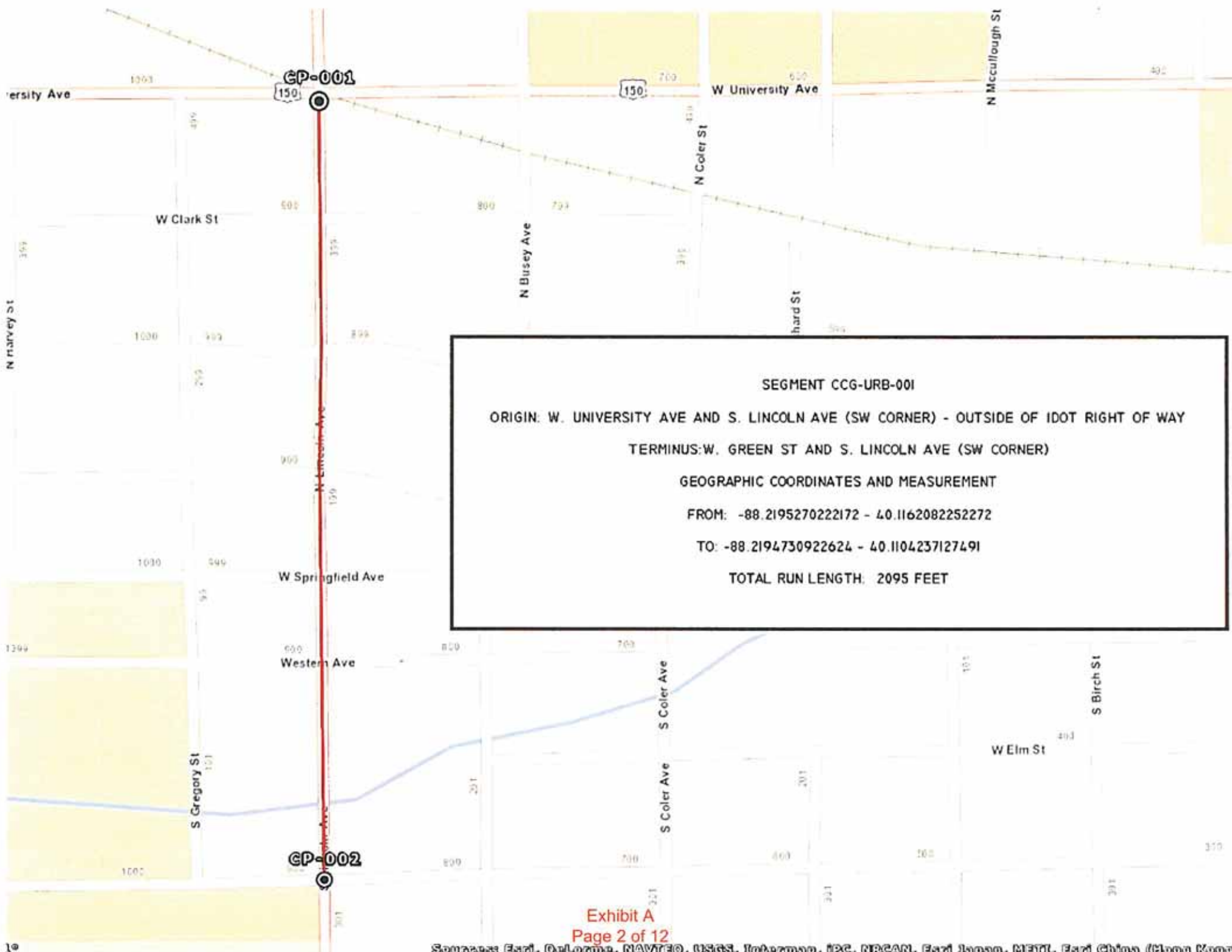
TERMINUS: W. GREEN STREET AND S. MCCULLOUGH ST. (SE CORNER)

GEOGRAPHIC COORDINATES AND MEASUREMENT

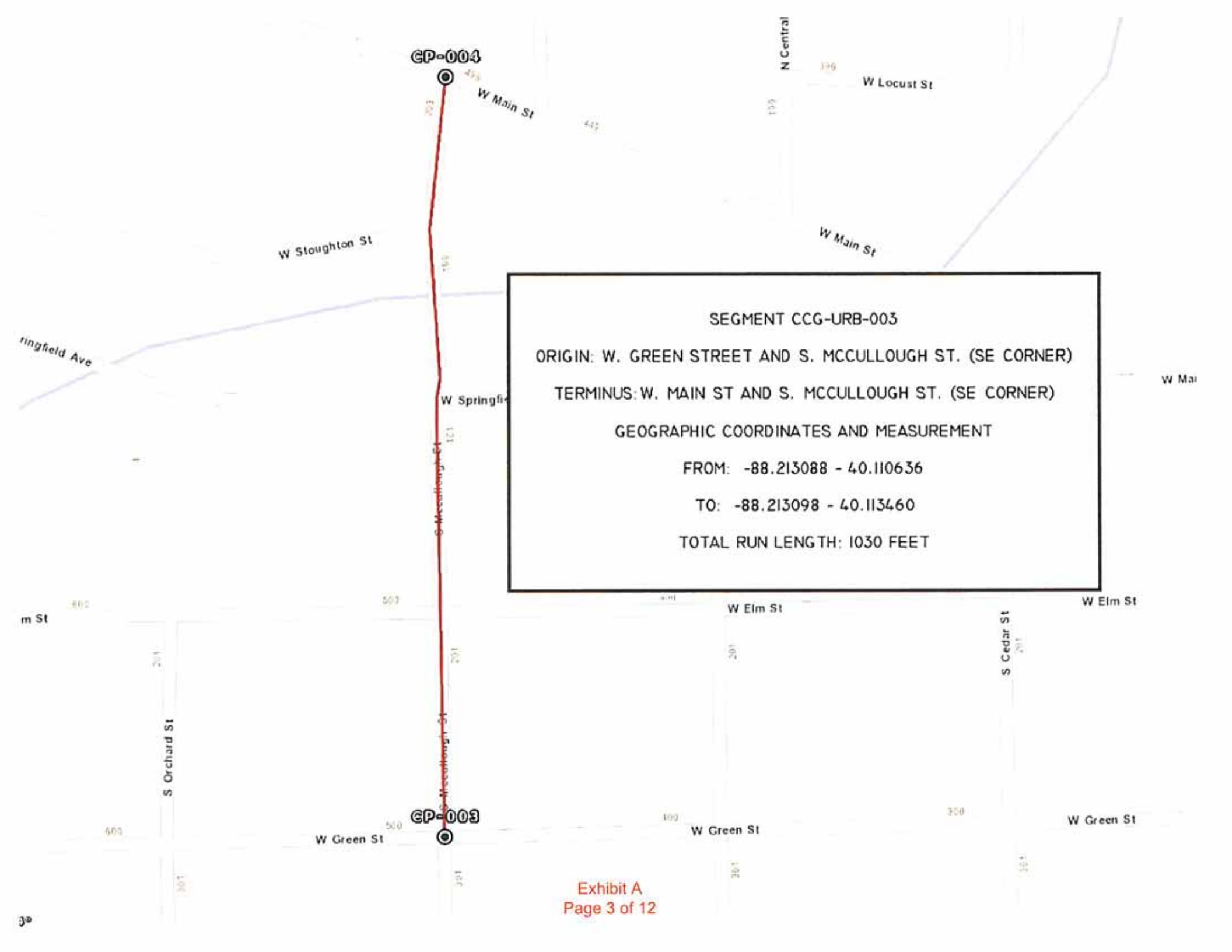
FROM: -88.219473 - 40.110423

TO: -88.213088 - 40.110636

TOTAL RUN LENGTH: 1787 FEET



SEGMENT CCG-URB-001
ORIGIN: W. UNIVERSITY AVE AND S. LINCOLN AVE (SW CORNER) - OUTSIDE OF IDOT RIGHT OF WAY
TERMINUS: W. GREEN ST AND S. LINCOLN AVE (SW CORNER)
GEOGRAPHIC COORDINATES AND MEASUREMENT
FROM: -88.2195270222172 - 40.1162082252272
TO: -88.2194730922624 - 40.1104237127491
TOTAL RUN LENGTH: 2095 FEET



SEGMENT CCG-URB-003
ORIGIN: W. GREEN STREET AND S. MCCULLOUGH ST. (SE CORNER)
TERMINUS: W. MAIN ST AND S. MCCULLOUGH ST. (SE CORNER)
GEOGRAPHIC COORDINATES AND MEASUREMENT
FROM: -88.213088 - 40.110636
TO: -88.213098 - 40.113460
TOTAL RUN LENGTH: 1030 FEET

SEGMENT CCG-URB-005
ORIGIN: W. GREEN STREET AND ST LINCOLN AVE (SW CORNER)
TERMINUS: W. GREEN STREET AND S. GOODWIN AVE (SE CORNER)
GEOGRAPHIC COORDINATES AND MEASUREMENT
FROM: -88.2194730922624 - 40.1104237127491
TO: -88.2237429752455 - 40.1103466071825
TOTAL RUN LENGTH: 2000 FEET

S Gregory

S Gregory St

101

1000

W Green St

W Green St

W Springfield Ave

W Stou...

er Ave
103

699

W Springfield Ave

stern Ave

SEGMENT CCG-URB-006

ORIGIN: W. ELMST AND S. MCCULLOUGH ST (SE CORNER)

TERMINUS: W. ELMST AND BUSEY AVE ((SE CORNER)

GEOGRAPHIC CORRINATES AND MEASUREMENT

FROM: -88.2131176042276 - 40.1114496270935

TO: -88.2176668775821 - 40.1113931515715

TOTAL RUNLENGTH: 1275

W Elm St

700

S Coler Ave

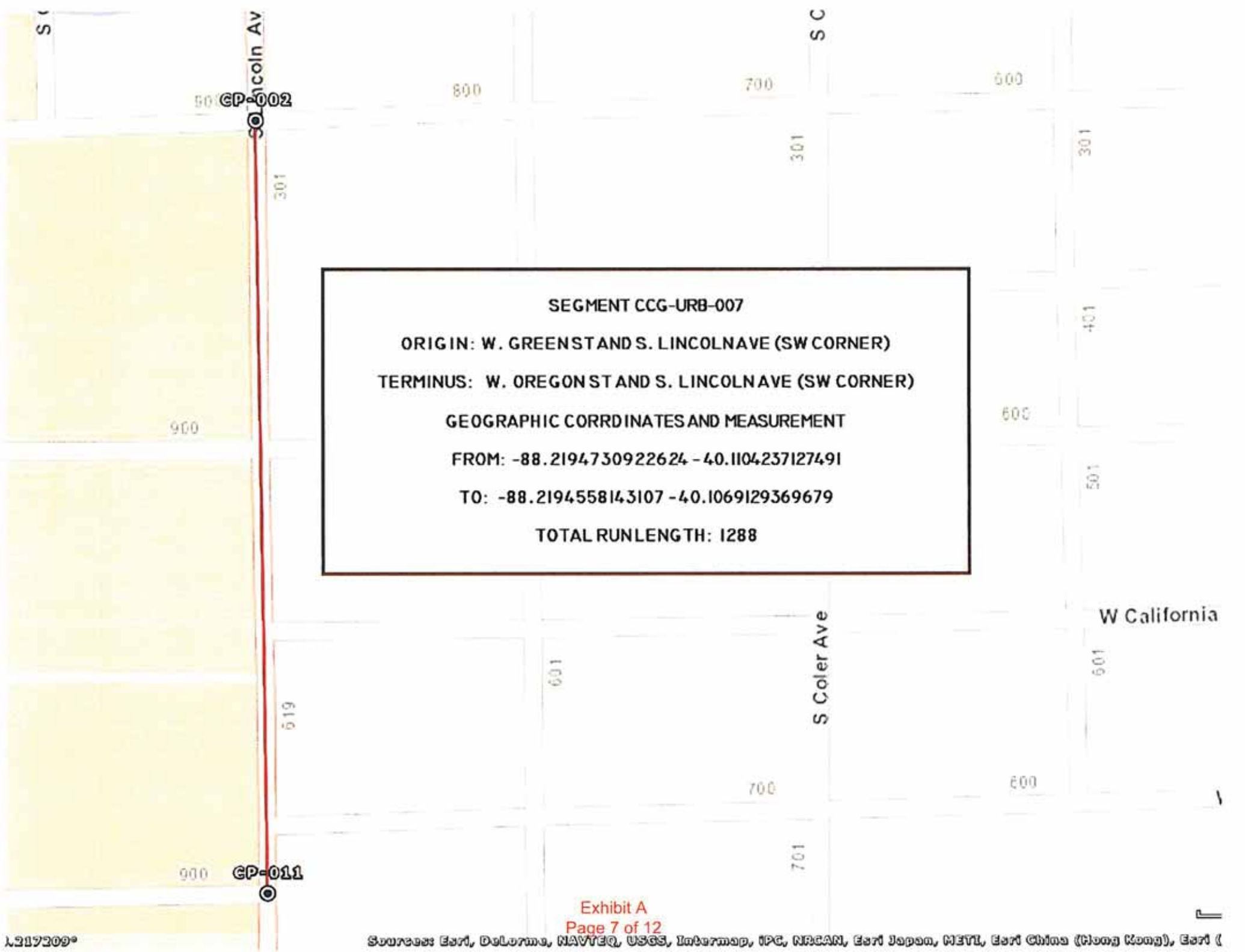
201

W Elm St

600

201

S Orchard St



SEGMENT CCG-URB-007

ORIGIN: W. GREENST AND S. LINCOLNAVE (SW CORNER)

TERMINUS: W. OREGON ST AND S. LINCOLNAVE (SW CORNER)

GEOGRAPHIC CORRINATES AND MEASUREMENT

FROM: -88.2194730922624 -40.1104237127491

TO: -88.2194558143107 -40.1069129369679

TOTAL RUNLENGTH: 1288

S Gregory St

1099

1099

SEGMENT CCG-URB-008

ORIGIN: W. OREGONST AND S. LINCOLNAVE (SW CORNER)

TERMINUS: W. OREGONST AND S. GOODWIUNAVE (SE CORNER)

GEOGRAPHIC CORRINATES AND MEASUREMENT

FROM: -88.2194558143107 -40.1069129369679

TO: --88.2237547062753 -40.1069054377464

TOTAL RUNLENGTH: 1205

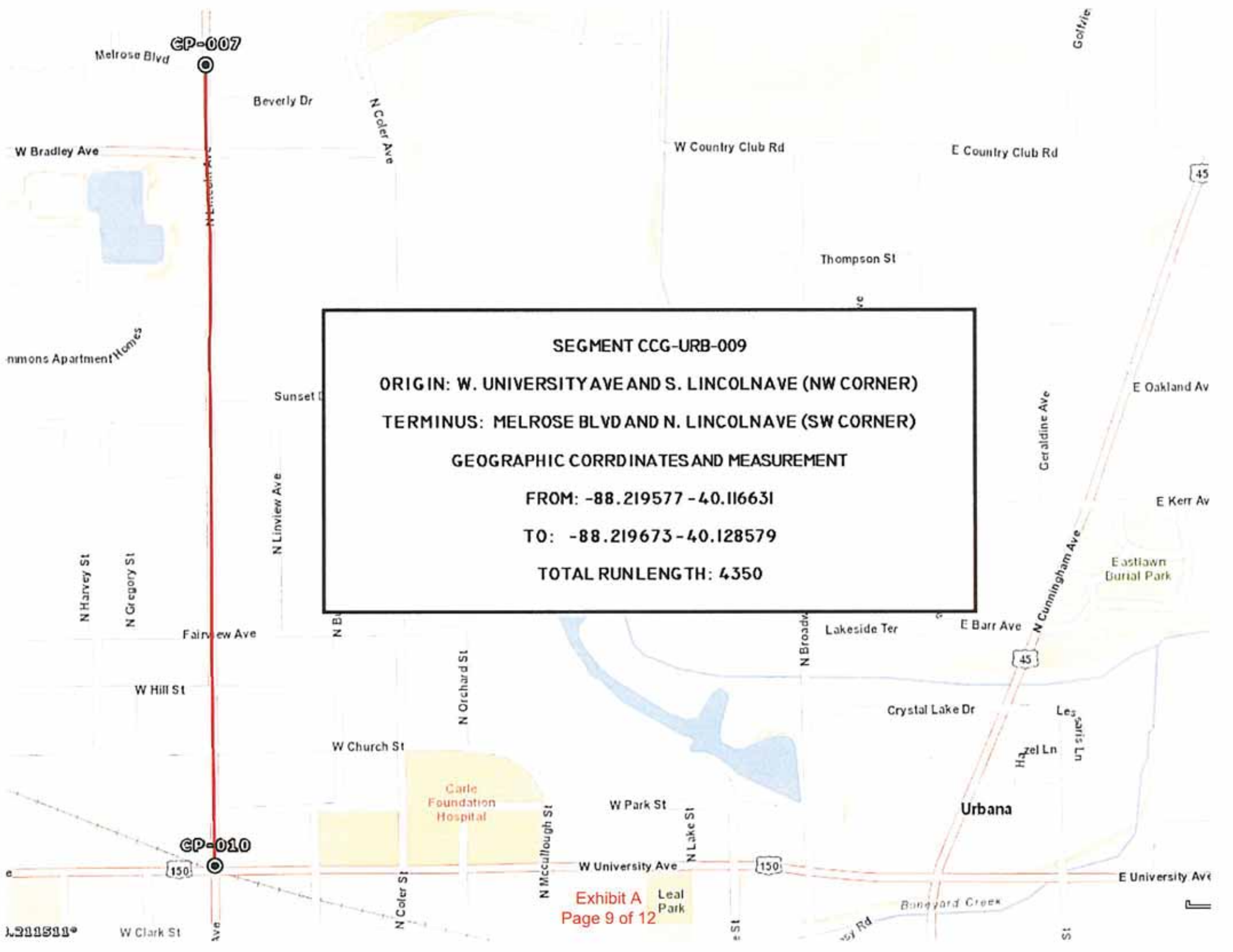
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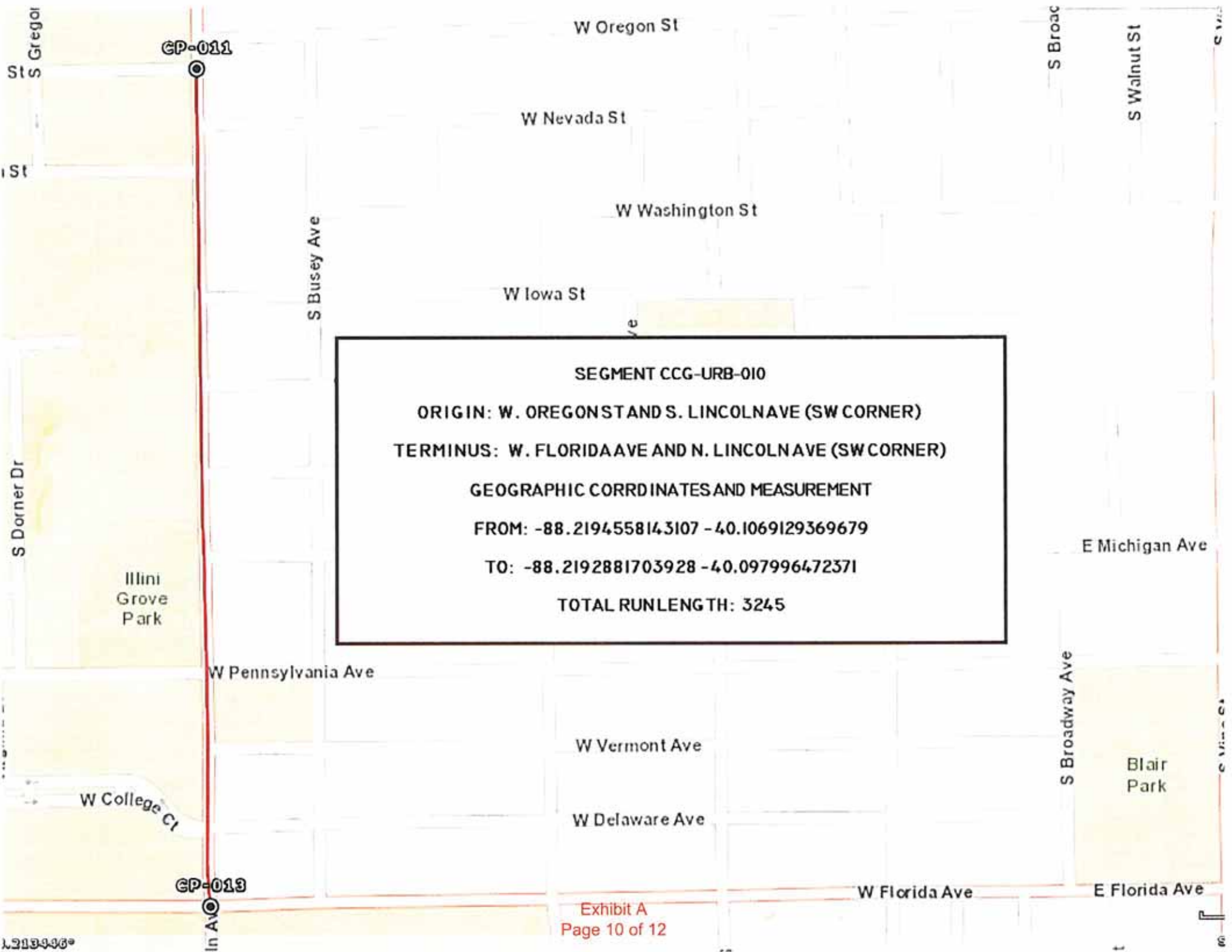
W Oregon St

W Oregon St

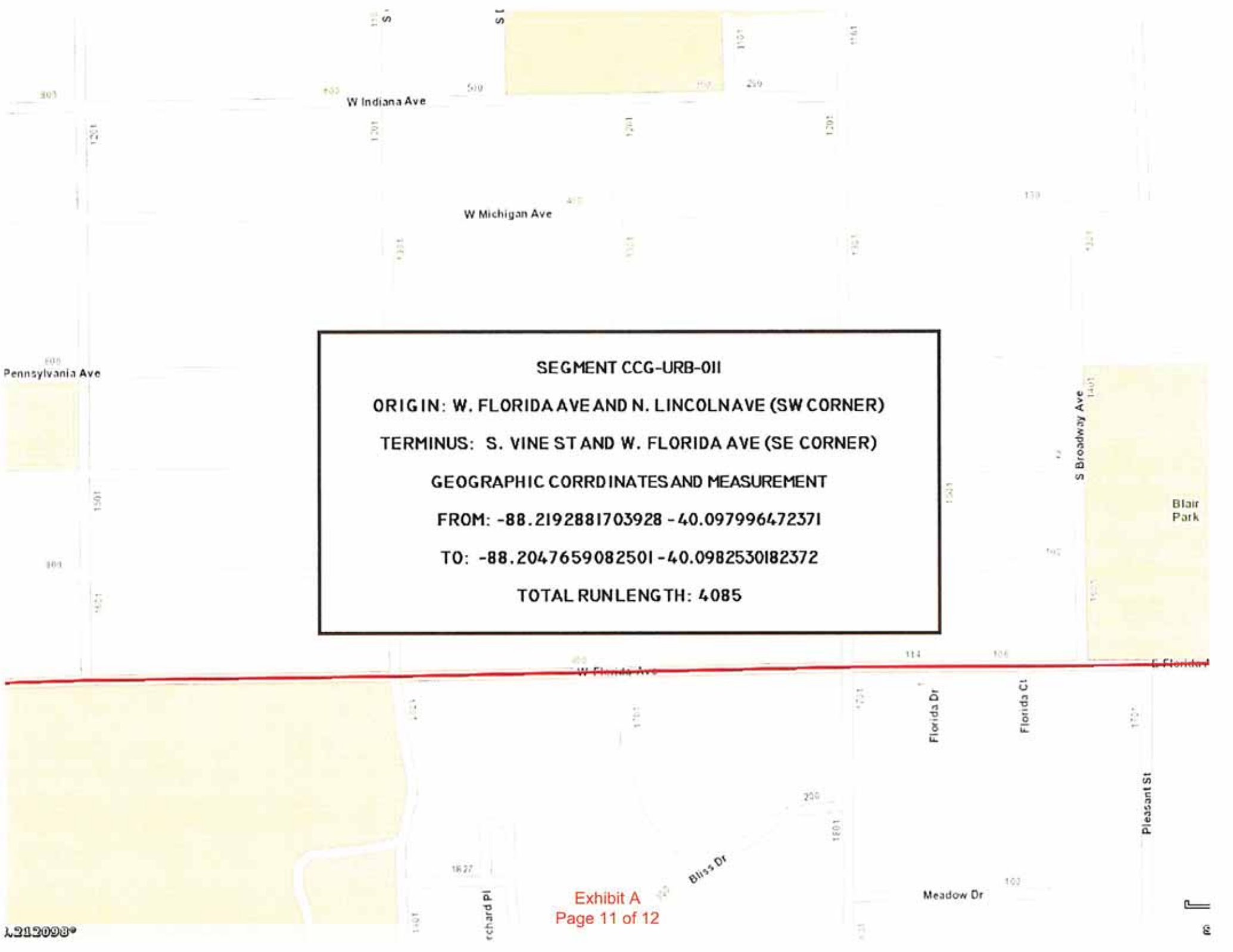
701



SEGMENT CCG-URB-009
ORIGIN: W. UNIVERSITY AVE AND S. LINCOLN AVE (NW CORNER)
TERMINUS: MELROSE BLVD AND N. LINCOLN AVE (SW CORNER)
GEOGRAPHIC COORDINATES AND MEASUREMENT
FROM: -88.219577 - 40.116631
TO: -88.219673 - 40.128579
TOTAL RUN LENGTH: 4350



SEGMENT CCG-URB-010
ORIGIN: W. OREGON ST AND S. LINCOLN AVE (SW CORNER)
TERMINUS: W. FLORIDA AVE AND N. LINCOLN AVE (SW CORNER)
GEOGRAPHIC COORDINATES AND MEASUREMENT
FROM: -88.2194558143107 -40.1069129369679
TO: -88.2192881703928 -40.097996472371
TOTAL RUN LENGTH: 3245



SEGMENT CCG-URB-011

ORIGIN: W. FLORIDA AVE AND N. LINCOLNAVE (SW CORNER)

TERMINUS: S. VINE ST AND W. FLORIDA AVE (SE CORNER)

GEOGRAPHIC CORR DINATES AND MEASUREMENT

FROM: -88.2192881703928 -40.097996472371

TO: -88.2047659082501 -40.0982530182372

TOTAL RUNLENGTH: 4085



E Iowa St
Villa Ln

Hollywood Aly

Hawthorne Dr

Eastern Dr

Cole Pl

S Philo Rd

S Lynn St

Crestwood Dr

Grant Pl

Patton Pl

E Fairlawn Dr

E Michigan Ave

Laurel Dr

Briarcliff Dr

Linden Dr

S Hillcrest St

SEGMENT CCG-URB-012

ORIGIN: S. VINE ST AND W. FLORIDA AVE (SE CORNER)

TERMINUS: 1611 E FLORIDA AVE. (THE POINTE APARTMENT COMPLEX)

GEOGRAPHIC CORR DINATES AND MEASUREMENT

FROM: -88.204765 -40.098253

TO: -88.18919 -40.098197

TOTAL RUNLENGTH: 4360

crest Ct W
1197278°

Sunnycrest Ct E

E Sunnycrest Dr



CCG Network Design Written Description

Revision 1.1 January 27, 2014

Scope:

This document provides a written language description of the proposed conduit segments as diagrammed in the accompanying engineering illustrations. These written descriptions are being provided to facilitate definition in writing for the license document.

Segment CCG-URB-001 begins at the southwest corner of W. University Avenue and S. Lincoln Avenue, outside of the Illinois Department of Transportation jurisdictional boundary, and terminates at the southwest corner of W. Green Street and S. Lincoln Avenue. The total pathway length is approximately 2093 feet to be occupied by three (3) 1.25" HDPE ducts and with a total of six (6) PE-30 underground vaults to be installed. Standard depth for the ducts is 36" below finished grade. Segment 001 begins at -88.219527, 40.116208 and ends at -88.219473, 40.110423 (Longitude, Latitude NAD 1983 HARN State Plane Illinois East FIPS 1201 Feet).

Segment CCG-URB-002 begins at the southwest corner of W. Green Street and S. Lincoln Avenue and terminates at the southeast corner of W. Green Street and S. McCullough Street. The total pathway length is approximately 1787 feet to be occupied by three (3) 1.25" HDPE ducts and with a total of three (3) PE-30 underground vaults to be installed. Standard depth for the ducts is 36" below finished grade. Segment 002 begins at -88.219473, 40.110423 and ends at -88.213088, 40.110636 (Longitude, Latitude NAD 1983 HARN State Plane Illinois East FIPS 1201 Feet).

Segment CCG-URB-003 begins at the southeast corner of W. Green Street and S. McCullough Street and terminates at the southeast corner of W. Main Street and S. McCullough Street. The total pathway length is approximately 1030 feet to be occupied by three (3) 1.25" HDPE ducts and with a total of two (2) PE-30 underground vaults to be installed. Standard depth for the ducts is 36" below finished grade. Segment 003 begins at -88.213088, 40.110636 and ends at -88.213098, 40.113460 (Longitude, Latitude NAD 1983 HARN State Plane Illinois East FIPS 1201 Feet).

Segment CCG-URB-004 begins at the southeast corner of W. Main Street and S. McCullough Street and terminates at the southwest corner of W. Main Street and N. Central Avenue. The total pathway length is approximately 478 feet to be occupied by three (3) 1.25" HDPE ducts and with a total of one (1) PE-30 underground vault to be installed. Standard depth for the ducts is 36" below finished grade. Segment 004 begins at -88.213098, 40.113460 and ends at -88.211542, 40.112955 (Longitude, Latitude NAD 1983 HARN

State Plane Illinois East FIPS 1201 Feet).

Segment CCG-URB-005 begins at the southwest corner of W. Green Street and Lincoln Avenue and terminates at the southeast corner of W. Green Street and S. Goodwin Avenue. The total pathway length is approximately 2000 feet to be occupied by three (3) 1.25" HDPE ducts and with a total of two (2) PE-30 underground vaults and one (1) PE-20 access vault to be installed. Standard depth for the ducts is 36" below finished grade. Segment 005 begins at -88.219473, 40.110423 and ends at -88.223742, 40.110346 (Longitude, Latitude NAD 1983 HARN State Plane Illinois East FIPS 1201 Feet).

Segment CCG-URB-006 begins at the southeast corner of W. Elm Street and S. McCullough Street and terminates at the southeast corner of W. Elm Street and Busey Avenue. The total pathway length is approximately 1275 feet to be occupied by three (3) 1.25" HDPE ducts and with a total of one (1) PE-30 underground vault to be installed. Standard depth for the ducts is 36" below finished grade. Segment 006 begins at -88.213117, 40.111449 and ends at -88.217666, 40.111393 (Longitude, Latitude NAD 1983 HARN State Plane Illinois East FIPS 1201 Feet).

Segment CCG-URB-007 begins at the southwest corner of W. Green Street and S. Lincoln Avenue and terminates at the southwest corner of W. Oregon Street and S. Lincoln Avenue. The total pathway length is approximately 1288 feet to be occupied by three (3) 1.25" HDPE ducts and with a total of two (2) PE-30 underground vaults and one (1) PE-20 access vault to be installed. Standard depth for the ducts is 36" below finished grade. Segment 007 begins at -88.219473, 40.110423 and ends at -88.219455, 40.106912 (Longitude, Latitude NAD 1983 HARN State Plane Illinois East FIPS 1201 Feet).

Segment CCG-URB-008 begins at the southwest corner of W. Oregon Street and S. Lincoln Avenue and terminates at the southwest corner of W. Oregon Street and S. Goodwin Avenue. The total pathway length is approximately 1204 feet to be occupied by three (3) 1.25" HDPE ducts and with a total of one (1) PE-30 underground vault to be installed. Standard depth for the ducts is 36" below finished grade. Segment 008 begins at -88.219455, 40.106912 and ends at -88.223754, 40.106905 (Longitude, Latitude NAD 1983 HARN State Plane Illinois East FIPS 1201 Feet).

Segment CCG-URB-009 begins at the northwest corner of W. University Avenue and S. Lincoln Avenue, outside of the Illinois Department of Transportation jurisdictional boundary, and terminates at the southwest corner of Melrose Boulevard and N. Lincoln Avenue. The total pathway length is approximately 4350 feet to be occupied by three (3) 1.25" HDPE ducts and with a total of five (5) PE-30 underground vaults to be installed. Standard depth for the ducts is 36" below finished grade. Segment 009 begins at -88.219577, 40.116631 and

ends at -88.219673, 40.128579 (Longitude, Latitude NAD 1983 HARN State Plane Illinois East FIPS 1201 Feet).

Segment CCG-URB-010 begins at the southwest corner of W. Oregon Street and S. Lincoln Avenue and terminates at the southwest corner of W. Florida Avenue and N. Lincoln Avenue. The total pathway length is approximately 3244 feet to be occupied by three (3) 1.25" HDPE ducts and with a total of four (4) PE-30 underground vaults to be installed. Standard depth for the ducts is 36" below finished grade. Segment 010 begins at -88.219455, 40.106912 and ends at -88.219288, 40.097996 (Longitude, Latitude NAD 1983 HARN State Plane Illinois East FIPS 1201 Feet).

Segment CCG-URB-011 begins at the southwest corner of W. Florida Avenue and N. Lincoln Avenue and terminates at the southeast corner of S. Vine Street and W. Florida Avenue. The total pathway length is approximately 4084 feet to be occupied by three (3) 1.25" HDPE ducts and with a total of two (2) PE-30 underground vaults to be installed. Standard depth for the ducts is 36" below finished grade. Segment 011 begins at -88.219288, 40.097996 and ends at - 88.204765, 40.098253 (Longitude, Latitude NAD 1983 HARN State Plane Illinois East FIPS 1201 Feet).

Segment CCG-URB-012 begins at the southeast corner of S. Vine Street and W. Florida Avenue and terminates at 1611 E Florida Avenue (The Pointe Apartment complex). The total pathway length is approximately 4359 feet to be occupied by three (3) 1.25" HDPE ducts and with a total of three (3) PE-30 underground vaults to be installed. Standard depth for the ducts is 36" below finished grade. Segment 012 begins at -88.204765, 40.098253 and ends at -88.18919, 40.098197 (Longitude, Latitude NAD 1983 HARN State Plane Illinois East FIPS 1201 Feet).

SEGMENT IDENTIFICATION	START LONGITUDE	START LATITUDE	END LONGITUDE	END LATITUDE	START INTERSECTION	END INTERSECTION	START CONTROL POINT IDENTIFICATION	END CONTROL POINT IDENTIFICATION	TOTAL LENGTH
CCG-URB-001	-88.219527	40.116208	-88.219473	40.110424	W. University Ave and S. Lincoln Ave (SW Corner)	W. Green St and S. Lincoln Ave (SW Corner)	001	002	2093
CCG-URB-002	-88.219473	40.110424	-88.213088	40.110636	W. Green St and S. Lincoln Ave (SW Corner)	W. Green Street and S. McCullough St. (SE Corner)	002	003	1787
CCG-URB-003	-88.213088	40.110636	-88.213098	40.113460	W. Green Street and S. McCullough St. (SE Corner)	W. Main St and S. McCullough St. (SE Corner)	003	004	1029
CCG-URB-004	-88.213098	40.113460	-88.211543	40.112955	W. Main St and S. McCullough St. (SE Corner)	W. Main Street and N. Central Ave (SW Corner)	004	005	478
CCG-URB-005	-88.219473	40.110424	-88.223743	40.110347	W. Green Street and St Lincoln Ave (SW Corner)	W. Green Street and S. Goodwin Ave (SE Corner)	002	006	2000
CCG-URB-006	-88.213118	40.111450	-88.217667	40.111393	W. Elm St and S. McCullough St (SE Corner)	W. Elm St and Busey Ave (SE Corner)	008	009	1275
CCG-URB-007	-88.219473	40.110424	-88.219456	40.106913	W. Green St and S. Lincoln Ave (SW Corner)	W. Oregon St and S. Lincoln Ave (SW Corner)	002	012	1288
CCG-URB-008	-88.219456	40.106913	-88.223755	40.106905	W. Oregon St and S. Lincoln Ave (SW Corner)	W. Oregon St and S. Goodwin Ave (SE Corner)	011	012	1204
CCG-URB-009	-88.219577	40.116632	-88.219673	40.128579	W. University Ave and S. Lincoln Ave (NW Corner)	Melrose Blvd and N. Lincoln Ave (SW Corner)	010	007	4350
CCG-URB-010	-88.219456	40.106913	-88.219288	40.097996	W. Oregon St and S. Lincoln Ave (SW Corner)	W. Florida Ave and N. Lincoln Ave (SW Corner)	011	012	3244
CCG-URB-011	-88.219288	40.097996	-88.204766	40.098253	W. Florida Ave and N. Lincoln Ave (SW Corner)	S. Vine St and W. Florida Ave (SE Corner)	013	014	4084
CCG-URB-012	-88.204766	40.098253	-88.189190	40.098197	S. Vine St and W. Florida Ave (SE Corner)	1611 E Florida Ave (The Pointe Apartment complex)	014	015	4359



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From: Mr. Frank Byers, VP of Product Development and Process Management, Campus Communications Group, Inc.
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To: Mr. Curt Borman, Assistant City Attorney, City of Urbana Legal Division
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217-384-2464
csborman@urbanaininois.us

February 12, 2014

Re: License Agreement between City of Urbana and Campus Communications Group, Inc. – Language Revision Proposal

Mr. Borman,

Thank you for your efforts in working with Campus Communications Group, Inc. (CCG) to finalize and execute the License Agreement in question. Per our phone discussion on February 11, 2014, below please find the proposed language revision to "§10. **Indemnity**" for your review and consideration. Please do not hesitate to contact me if you have any questions or concerns regarding the language proposed; I look forward to working with you to finalize the License Agreement.

Proposed Language:

10. **Indemnity.** Each party, at its own cost and expense, shall defend and indemnify one another from and against any and all claims, suits, actions, causes of actions, judgments, decrees, damages, rights, remedies, and/or liabilities, whether in law or in equity, for or in connection with the death or injury to any person or damage to any property, real or personal, brought against either party in connection with either party's construction, maintenance, repair, use or removal of the Facility, unless such claim, suit action, judgment, decree, damages, or liability arises solely and exclusively from a negligent or intentional act or omission by either party or any employee, agent, or contractor of either party.

Thank you, again, for your continued time, assistance, and attention to this matter. Have a wonderful day.

Best Regards,

A handwritten signature in blue ink, appearing to read 'F. Byers', is written over a light blue horizontal line.

Frank Byers,
VP of Product Development and Process Management | Campus Communications Group, Inc.

fbyers/prs/CCG

2/12/2014