



## 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:** April 24, 2014  
**RE:** Gargoyle Technologies, Inc., 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 WITH GARGOYLE TECHNOLOGIES, INC., D/B/A/ VOLO BROADBAND".

### Background and Facts

Gargoyle Technologies (Volo Broadband) 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, C, D, E, F, G and H attached to the proposed agreement.

### Financial Impact

The proposed installation will be at no cost to the City. Gargoyle Technologies, Inc. (Volo Broadband) 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 WITH GARGOYLE TECHNOLOGIES, INC., D/B/A/ VOLO BROADBAND".

Attachments: AN ORDINANCE APPROVING AN AGREEMENT FOR USE OF RIGHT-OF-WAY WITH GARGOYLE TECHNOLOGIES, INC., D/B/A/ VOLO BROADBAND  
AGREEMENT FOR USE OF RIGHT-OF-WAY (Gargoyle Technologies, Inc. d/b/a Volo Broadband)

ORDINANCE NO. 2014-04-043

AN ORDINANCE APPROVING AN AGREEMENT FOR USE OF RIGHT-OF-WAY WITH  
GARGOYLE TECHNOLOGIES, INC., D/B/A VOLO BROADBAND

(2014)

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  
Gargoyle Technologies, Inc., d/b/a Volo Broadband, 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**

**Gargoyle Technologies, Inc., d/b/a Volo Broadband**

THIS AGREEMENT is made and entered into by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (“City”), and Gargoyle Technologies, Inc., d/b/a Volo Broadband (“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.** East Water Street, North and South Broadway Avenue, North and South Race Street, East Elm Street, Goose Alley, South Boulder Drive, East Trails Drive, South Myra Ridge Drive, East Windsor Road, East Mumford Drive, South Philo Road, East Amber Lane, East and West Michigan Avenue, East and West Florida Avenue, North and South Vine Street, East and West Pennsylvania Avenue, West Vermont Avenue, West Delaware Avenue, Florida Court, South Pleasant Street, Florida Drive, South Hillcrest Street, South Maple Street, South Grove Street, South Anderson Street, East Hollywood Drive, G H Baker Drive, North Hagan Boulevard, North Willow Court, North Willow Road, East Kenyon Road, and Golfview Drive (“right-of-way”) are roadways of at least sixty feet of dedicated right-of-way with the exception of Goose Alley which has a dedicated right-of-way of at least fourteen feet.
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 Exhibits A, B, C, D, E, F and G and as described in Exhibit H, all 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.** The Company, at its sole cost and expense, shall defend and indemnify the City 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 the City in connection with the Company's construction, maintenance, repair, use, or removal of the Facility, unless such claim, suit, action, cause of action, judgment, decree, damages, or liability arises solely and exclusively from a negligent or intentional act or omission by the City or any of its employees, agents or contractors.

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: Volo Broadband  
Peter Folk, President  
822 Pioneer Street  
Champaign, IL 61820-2513

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

**Gargoyle Technologies, Inc., d/b/a Volo Broadband**

  
\_\_\_\_\_  
Name

4/22/14  
\_\_\_\_\_  
Date

President & Secretary  
\_\_\_\_\_  
Title

**ATTEST:**

  
\_\_\_\_\_  
Secretary (Signature)

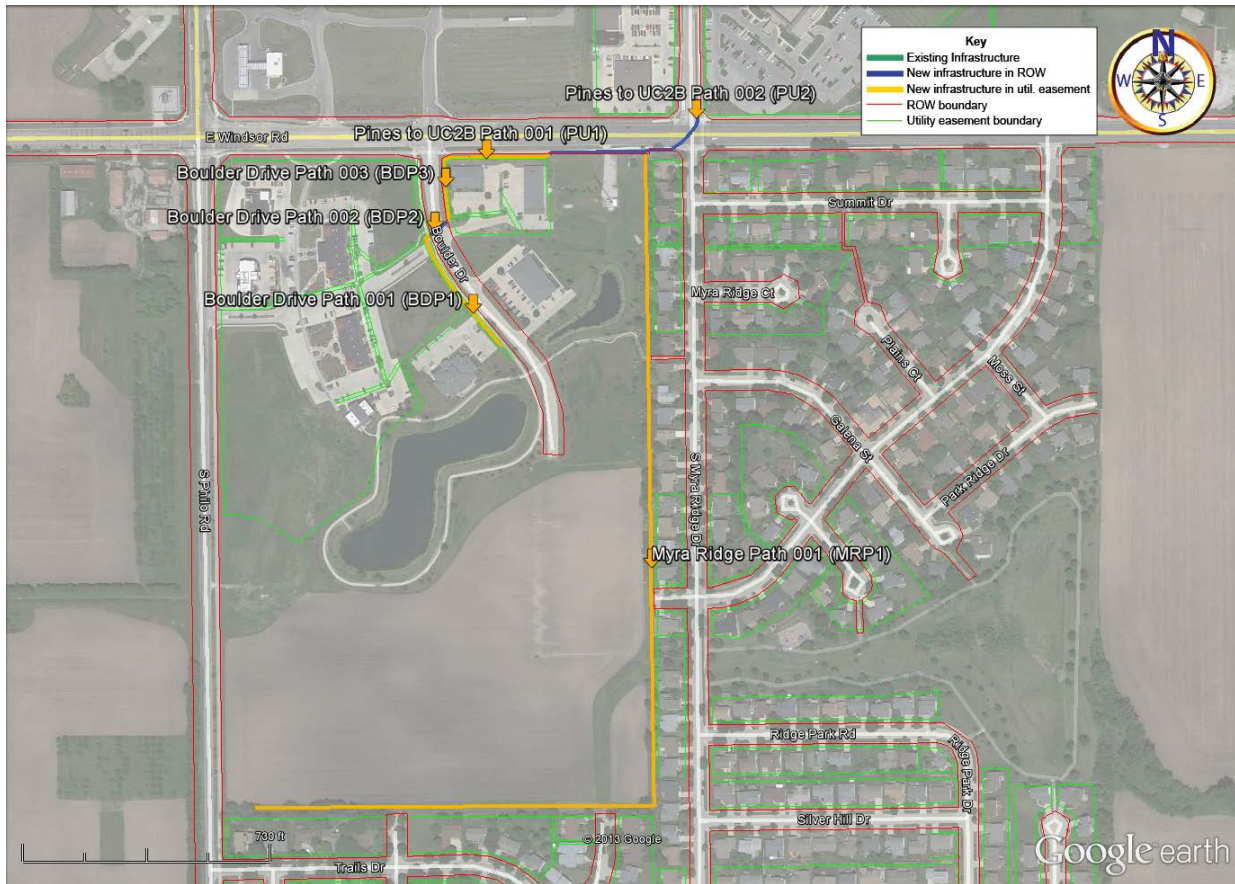
Peter Folk  
\_\_\_\_\_  
Name (Printed)

- Attachments:
- Exhibit A Segment map (1 page)
  - Exhibit B Segment map (1 page)
  - Exhibit C Segment map (1 page)
  - Exhibit D Segment map (1 page)
  - Exhibit E Segment map (1 page)
  - Exhibit F Segment map (1 page)
  - Exhibit G Segment map (1 page)
  - Exhibit H Network Buildout Written Description (7 pages)



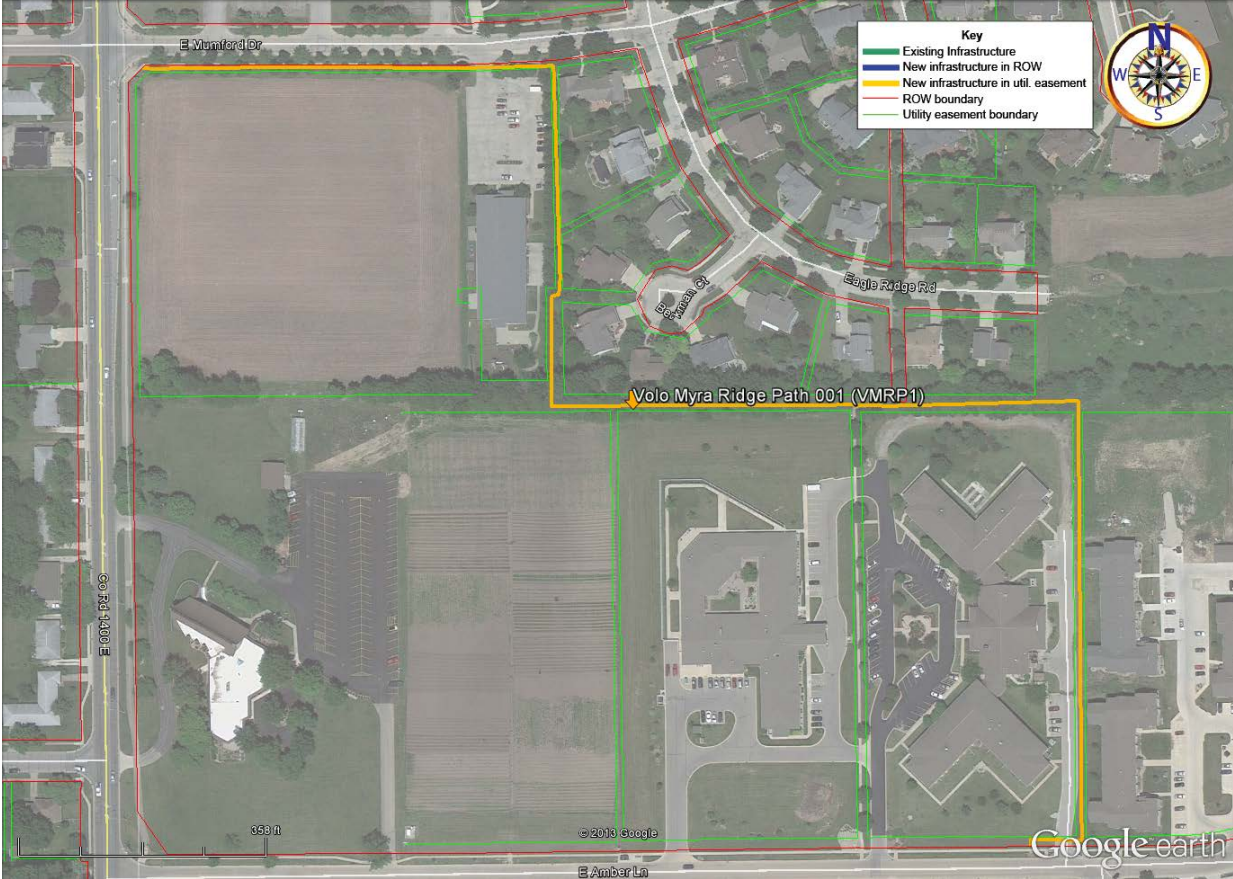


# Exhibit B





**Exhibit C**



# Exhibit D

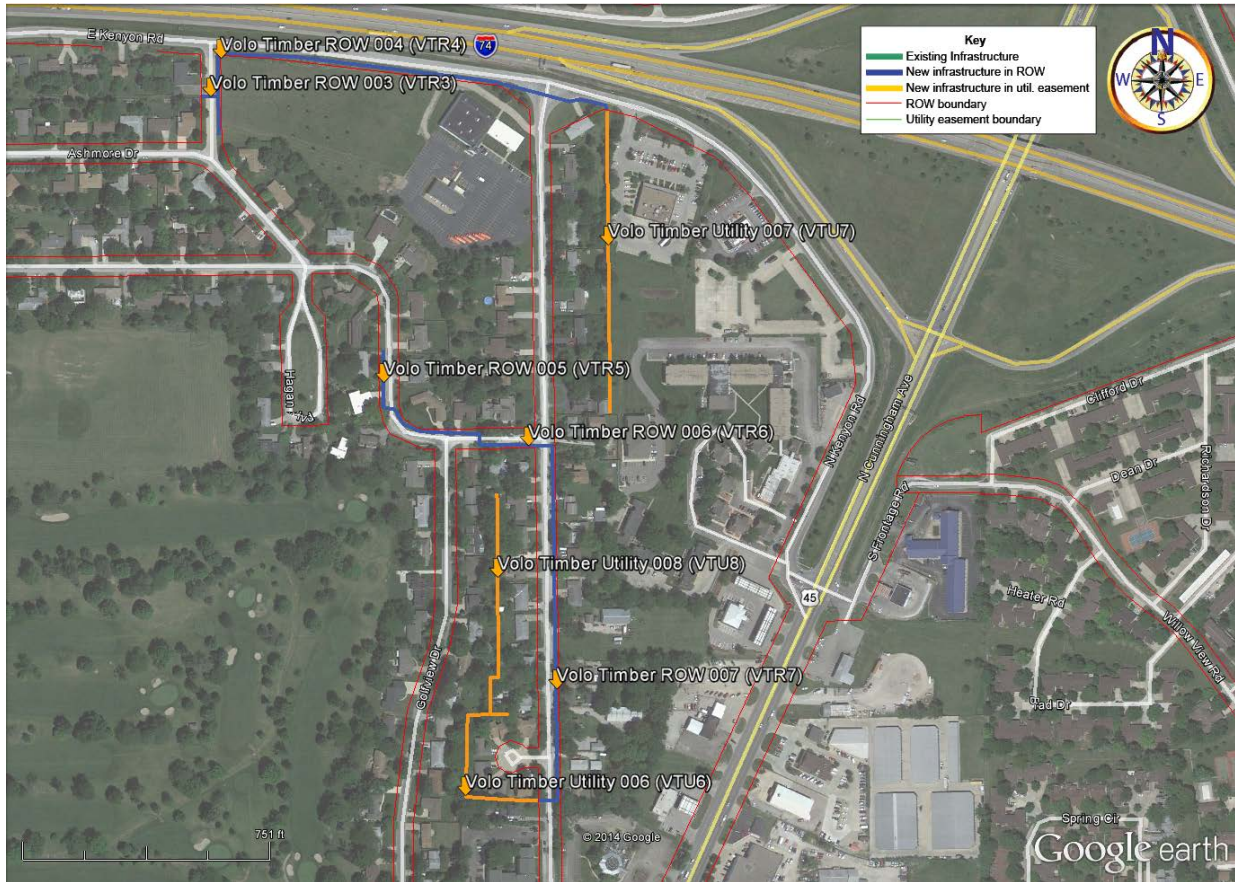




# Exhibit E

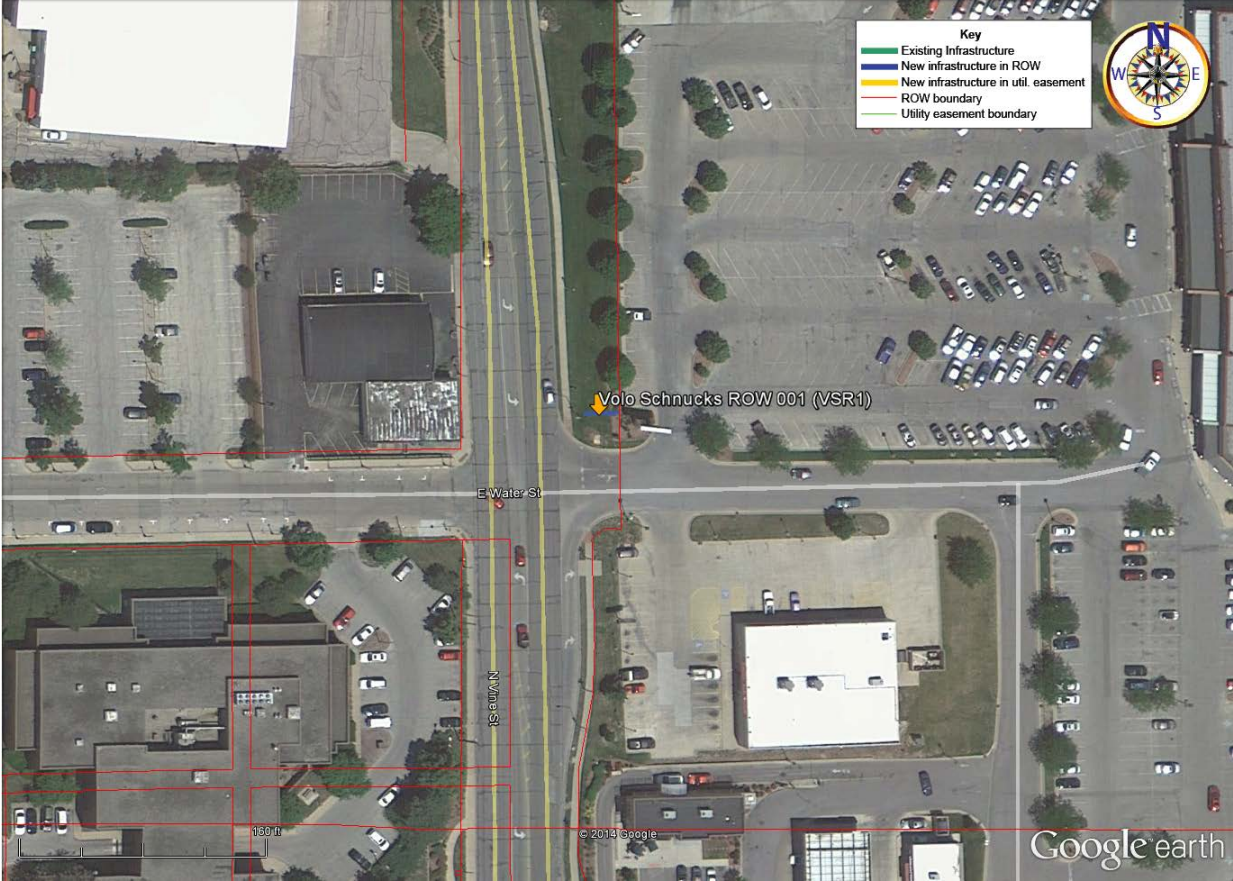


# Exhibit F





**Exhibit G**



## Exhibit H

# Network Buildout Written Description

Revision 1.5 April 21, 2014

### Scope:

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

### Detailing Exhibit A:

**Volo Street Path 001 (VSP1)** begins at the northeast corner of E. Water Street and N. Broadway Avenue and terminates sixty (60) feet south of the southwest corner of Goose Alley and N. Broadway Avenue. The total pathway length is approximately three hundred and fifty-eight (358) feet to be occupied by one (1) 1.0" HDPE duct with a total of two (2) underground hand-holes to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VSP1 begins at 40.113574° North, -88.207314° West and ends at 40.112804° North, -88.207587° West.

**Volo Street Path 002 (VSP2)** begins sixty feet south of the southeast corner of Goose Alley and N. Race Street, and terminates at the southwest corner of Goose Alley and N. Race Street. The total pathway length is approximately seventy-seven (77) feet to be occupied by one (1) 1.0" HDPE duct with a minimum of one (1) and maximum of two (2) underground hand-holes to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VSP2 begins at 40.112789° North, -88.208842° West and ends at 40.112892° North, -88.209040° West.

**Volo Street Path 003 (VSP3)** begins east across the street from the Urbana School District 116 Admin building at 205 N. Race Street, and terminates in the existing hand-hole in front of 205 N. Race Street. The total pathway length is approximately forty-six (46) feet to be occupied by one (1) 1.0" HDPE duct with a total of one (1) underground hand-hole to be installed on the east side of Race St.. Standard depth for the duct is thirty-six (36) inches below finished grade. VSP3 begins at 40.114105° North, -88.209050° West and ends at 40.114103° North, -88.208880° West.

**Volo Street Path 004 (VSP4)** runs north from the northwest corner of the Goodyear lot at the corner of E Elm Street and S Vine Street, across E Elm Street, to the UC2B handhole on the northeast corner of that intersection. The total pathway length is approximately seventy-two (72) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VSP4 begins at 40.111574° North, -88.204861° West and ends at 40.111763° North, -88.204864° West.

**Volo Street Path 005 (VSP5)** begins at the southwest corner of Goose Alley and N. Broadway Street, and terminates sixty (60) feet south of the southeast corner of Goose Alley and N. Race Avenue. The total pathway length is approximately four hundred and thirty-eight (438) feet to be occupied by one (1) 1.0" HDPE duct with a minimum of two (2) and maximum of three (3) underground hand-holes to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VSP5 begins at 40.112981° North, -88.207547° West and ends at 40.112791° North, -88.208833° West. Volo may not require this path, but includes it for completeness in case it becomes necessary.

### Detailing Exhibit B:

**Boulder Drive Path 001 (BDP1)** runs in the utility easement along Boulder Drive. The total pathway length is approximately four hundred and eleven (411) feet to be occupied by one (1) 1.0" HDPE duct



with a total of one (1) underground hand-hole and two (2) above-ground pedestals to be installed (above-ground pedestals will be used where existing utilities use above-ground pedestals and below-ground space is not required). Standard depth for the duct is thirty-six (36) inches below finished grade. BDP1 begins at 40.082123° North, -88.187318° West and ends 40.083021° North, -88.188076° West.

**Boulder Drive Path 002 (BDP2)** crosses Boulder Drive connecting BDP1 and BDP3. The total pathway length is approximately sixty-five (65) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. BDP2 begins at 40.083021° North, -88.188076° West and ends 40.083134° North, -88.187896° West.

**Boulder Drive Path 003 (BDP3)** runs in the utility easement along Boulder Drive. The total pathway length is approximately two hundred and fifty-three (253) feet to be occupied by one (1) 1.0" HDPE. Standard depth for the duct is thirty-six (36) inches below finished grade. BDP3 begins at 40.083134° North, -88.187896° West and ends 40.083650° North, -88.187684° West.

**Myra Ridge Path 001 (MRP1)** runs in the utility easement behind homes along Trails Drive and South Myra Ridge Drive. The total pathway length is approximately three thousand one hundred and eight (3108) feet to be occupied by one (1) 1.0" HDPE duct and/or up to one (1) direct-buried fiber-optic cable up to ½" in diameter, with a total of twenty (20) above-ground pedestals to be installed (above-ground pedestals will be used where existing utilities use above-ground pedestals and below-ground space is not required). Standard depth for the duct and/or cable is thirty-six (36) inches below finished grade. MRP1 begins at 40.078384° North, -88.189931° West and ends at 40.083694° North, -88.185801° West.

**Pines to UC2B Path 001 (PU1)** runs in the utility easement on the south side of East Windsor Road connecting BDP3 and PU2. The total pathway length is approximately two hundred and thirty-two (232) feet to be occupied by two (2) 1.0" HDPE ducts with a total of and one (1) above-ground pedestal to be installed (above-ground pedestals will be used where existing utilities use above-ground pedestals and below-ground space is not required). Standard depth for the ducts is thirty-six (36) inches below finished grade. PU1 begins at 40.083648° North, -88.187637° West and ends at 40.083680° North, -88.186818° West.

**Pines to UC2B Path 002 (PU2)** enters the Public ROW at the eastern end of PU1 to eventually cross E. Windsor Road to the northeast corner of E. Windsor Road and S. Myra Ridge Drive. The total pathway length is approximately five hundred and two (502) feet to be occupied by two (2) 1.0" HDPE ducts with a total of and one (1) underground hand-hole. Standard depth for the ducts is thirty-six (36) inches below finished grade. PU2 begins at 40.083680° North, -88.186818° West and ends at 40.084001° North, -88.185248° West.

### **Detailing Exhibit C:**

**Volo Myra Ridge Path 001 (VMRP1)** begins at the southeast corner of E. Mumford Drive and S. Philo Road, and terminates at the northwest corner of the T intersection of E. Amber Lane and S. Myra Ridge Drive. The total pathway length is approximately two thousand six hundred and twenty-four (2624) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VMRP1 begins at 40.090608° North, -88.190426° West and ends at 40.087458° North, -88.185754° West.

### **Detailing Exhibit D:**

**Volo Blair Path 001 (VBP1)** begins south of 102 E Michigan Ave, Urbana, IL, and terminates at the northeast corner of E Florida Avenue and S Vine Street. The total pathway length is approximately one

thousand nine hundred and sixty-eight (1968) feet to be occupied by one (1) 1.0" HDPE duct with a total of eight (8) underground hand-holes to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP1 begins at 40.102058° North, -88.206668° West and ends at 40.098399° North, -88.205182° West.

**Volo Blair Path 002 (VBP2)** runs in the utility easement behind the houses along W. Michigan Avenue and S. Broadway Avenue. The total pathway length is approximately four hundred ninety-six (496) feet to be occupied by one (1) 1.0" HDPE duct with a total of six (6) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP2 begins at 40.101348° North, -88.209083° West and ends at 40.101356° North, -88.207321° West.

**Volo Blair Path 003 (VBP3)** crosses S. Broadway Avenue connecting the two utility easements running behind the houses between W. Michigan Avenue and W. Pennsylvania Avenue. The total pathway length is approximately eighty-five (85) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP3 begins at 40.101356° North, -88.207321° West and ends at 40.101360° North, -88.207023° West.

**Volo Blair Path 004 (VBP4)** runs along the south side of E. Michigan Avenue in front of the homes. The total pathway length is approximately five hundred (500) feet to be occupied by one (1) 1.0" HDPE duct with a total of four (4) underground hand-holes to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP4 begins 40.101915° North, -88.206672° West and ends at 40.101927° North, -88.204884° West.

**Volo Blair Path 005 (VBP5)** runs in the utility easement behind the houses along W. Pennsylvania Avenue and W. Vermont Avenue. The total pathway length is approximately five hundred and six (506) feet to be occupied by one (1) 1.0" HDPE duct with a total of five (5) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP5 begins at 40.100270° North, -88.209105° West and ends at 40.100281° North, -88.207293° West.

**Volo Blair Path 006 (VBP6)** crosses S. Broadway Avenue connecting the utility easement running behind the houses between W. Pennsylvania Avenue and W. Vermont Avenue. The total pathway length is approximately sixty-seven (67) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP6 begins at 40.100281° North, -88.209105° West and ends at 40.100315° North, -88.207069° West.

**Volo Blair Path 007 (VBP7)** crosses S. Broadway Avenue connecting the utility easement running behind the houses between W. Vermont Avenue and W. Delaware Avenue. The total pathway length is approximately sixty-five (65) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP7 begins at 40.099634° North, -88.207280° West and ends at 40.099643° North, -88.207066° West.

**Volo Blair Path 008 (VBP8)** runs in the utility easement behind the houses along W. Delaware Avenue and W. Florida Avenue. The total pathway length is approximately five hundred and forty-four (544) feet to be occupied by one (1) 1.0" HDPE duct with a total of five (5) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP8 begins at 40.098672° North, -88.209217° West and ends at 40.098696° North, -88.207272° West.

**Volo Blair Path 009 (VBP9)** crosses S. Broadway Avenue connecting the utility easement running behind the houses between W. Delaware Avenue and W. Florida Avenue. The total pathway length is approximately sixty-two (62) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP9 begins at 40.098696° North, -88.207272° West and ends at 40.098700° North, -88.207054° West.

**Volo Blair Path 010 (VBP10)** crosses W. Florida Avenue connecting the utility easement running behind the houses between Florida Court and Pleasant Street. The total pathway length is

approximately eighty-six (86) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP10 begins at 40.098399° North, -88.207038° West and ends at 40.098236° North, -88.207253° West.

**Volo Blair Path 011 (VBP11)** runs in the utility easement running behind the houses along S. Race Street and Florida Drive. The total pathway length is approximately four hundred and seventy-seven (477) feet to be occupied by one (1) 1.0" HDPE duct with a total of three (3) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP11 begins at 40.097961° North, -88.209165° West and ends at 40.097401° North, -88.208186° West.

**Volo Blair Path 012 (VBP12)** runs in the utility easement running behind the houses along Florida Drive and Florida Court. The total pathway length is approximately four hundred and fifty-four (454) feet to be occupied by one (1) 1.0" HDPE duct with a total of three (3) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP12 begins at 40.097919° North, -88.208200° West and ends at 40.097405° North, -88.207248° West.

**Volo Blair Path 013 (VBP13)** runs in the utility easement running behind the houses along Florida Court and Pleasant Street. The total pathway length is approximately one thousand four hundred and seventy-five (1475) feet to be occupied by one (1) 1.0" HDPE duct with a total of seven (7) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP14 begins at 40.098399° North, -88.205182° West and ends at 40.095566° North, -88.209034° West.

**Volo Blair Path 014 (VBP14)** runs in the utility easement running behind the houses along Pleasant Street and S. Vine Street. The total pathway length is approximately one thousand seven hundred and fifty-seven (1757) feet to be occupied by one (1) 1.0" HDPE duct with a total of six (6) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP14 begins at 40.095574° North, -88.207228° West and ends at 40.097844° North, -88.205726° West.

**Volo Blair Path 015 (VBP15)** runs on the south side of E Michigan Avenue crossing S Vine Street. The total pathway length is eight hundred and twenty-six (826) feet to be occupied by one (1) 1.0" HDPE duct with a total of five (5) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP15 begins at 40.100799° North, -88.207072° West and ends at 40.100799° North, -88.207072° West.

**Volo Blair Path 016 (VBP16)** runs in the utility easement between S Vine Street and S Hillcrest Street. The total pathway length is one hundred and seventy-five (175) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VBP16 begins at 40.100799° North, -88.207072° West and ends at 40.100186° North, -88.204259° West.

## **Detailing Exhibit E:**

**Volo Maple Path 001 (VMP1)** runs in the utility easement behind homes along S. Vine Street and S. Hillcrest Street. The total pathway length is approximately eight hundred and sixty-four (864) feet to be occupied by one (1) 1.0" HDPE duct with a total of five (5) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP1 begins at 40.098786° North, -88.204237° West and ends at 40.100200° North, -88.203753° West.

**Volo Maple Path 002 (VMP2)** crosses S. Hillcrest Street connecting the utility easements running behind the houses between S. Vine Street and S. Maple Street along E. Pennsylvania Avenue. The total pathway length is approximately fifty-eight (58) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP2 begins at 40.100200° North, -88.203753° West and ends at 40.100203° North, -88.203542° West.

**Volo Maple Path 003 (VMP3)** runs in the utility easement behind homes along S. Hillcrest Street and

S. Maple Street. The total pathway length is approximately one hundred and fifty (150) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP3 begins at 40.100203° North, -88.203542° West and ends at 40.100218° North, -8.203006° West.

**Volo Maple Path 004 (VMP4)** runs in the utility easement behind homes along S. Hillcrest Street and S. Maple Street. The total pathway length is approximately six hundred and fifty-four (654) feet to be occupied by one (1) 1.0" HDPE duct with a total of five (5) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP4 begins at 40.098825° North, -88.203012° West and ends at 40.100222° North, -88.202486° West

**Volo Maple Path 005 (VMP5)** crosses S. Maple Street connecting the utility easements running behind the houses between S. Maple Street and S. Grove Street along E. Pennsylvania Avenue. The total pathway length is approximately sixty-one (61) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP5 begins at 40.100222° North, -88.202486° West and ends at 40.100222° North, -88.202264° West.

**Volo Maple Path 006 (VMP6)** runs in the utility easement behind homes along S. Maple Street and S. Grove Street. The total pathway length is approximately one hundred and thirty-five (135) feet to be occupied by one (1) 1.0" HDPE duct with a total of one (1) above-ground pedestal. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP6 begins at 40.100222° North, -88.202264° West and ends at 40.100226° North, -88.201786° West.

**Volo Maple Path 007 (VMP7)** runs in the utility easement behind homes along S. Maple Street and S. Grove Street. The total pathway length is approximately six hundred and twelve (612) feet to be occupied by one (1) 1.0" HDPE duct with a total of five (5) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP7 begins at 40.098893° North, -88.201773° West and ends at 40.100235° North, -88.201332° West.

**Volo Maple Path 008 (VMP8)** crosses S. Grove Street connecting the utility easements running behind the houses between S. Maple Street and S. Anderson Street along E. Pennsylvania Avenue. The total pathway length is approximately fifty (50) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP8 begins at 40.100235° North, -88.201332° West and ends at 40.100233° North, -88.201160° West.

**Volo Maple Path 009 (VMP9)** runs in the utility easement behind homes along S. Grove Street and S. Anderson Street. The total pathway length is approximately six hundred and forty-one (641) feet to be occupied by one (1) 1.0" HDPE duct with a total of six (6) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP9 begins at 40.100233° North, -88.201160° West and ends at 40.098818° North, -88.200695° West.

**Volo Maple Path 010 (VMP10)** begins one hundred and fifty-five (155) feet south of the southeast corner of E. Pennsylvania Avenue and S. Maple Street and ends forty-five (45) feet north of the northeast corner of E. Michigan Avenue and S. Vine Street. The total pathway length is approximately nine hundred and ninety-six (996) feet to be occupied by one (1) 1.0" HDPE duct with a total of two (2) underground hand-holes to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP10 begins at 40.102015° North, -88.204893° West and ends at 40.101281° North, -88.202295° West.

**Volo Maple Path 011 (VMP11)** runs in the utility easement behind homes along E. Michigan Avenue and E. Pennsylvania Avenue. The total pathway length is approximately nine five hundred and twenty-six (526) feet to be occupied by one (1) 1.0" HDPE duct with a total of five (5) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP11 begins at 40.101252° North, -88.204378° West and ends at 40.101274° North, -88.202502° West.

**Volo Maple Path 012 (VMP12)** crosses S. Maple Street connecting the utility easements running

behind the houses between E. Michigan Avenue and E. Pennsylvania Avenue along S. Maple Street. The total pathway length is approximately sixty-two (62) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP12 begins at 40.101274° North, -88.202502° West and ends at 40.101280° North, -88.202276° West.

**Volo Maple Path 013 (VMP13)** runs in the utility easement behind homes along E. Michigan Avenue and E. Pennsylvania Avenue along S. Maple Street. The total pathway length is approximately three hundred and twelve (312) feet to be occupied by one (1) 1.0" HDPE duct with a total of three (3) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP13 begins at 40.101280° North, -88.202276° West and ends at 40.101286° North, -88.201159° West.

**Volo Maple Path 014 (VMP14)** runs in the utility easement behind homes along E. Hollywood Drive and S. Vine Street. The total pathway length is approximately two hundred and ninety (290) feet to be occupied by one (1) 1.0" HDPE duct with a total of two (2) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP14 begins at 40.102220° North, -88.204015° West and ends at 40.102998° North, -88.204015° West.

**Volo Maple Path 015 (VMP15)** crosses E. Hollywood Drive connecting the utility easement running behind the houses along E. Hollywood Drive and S. Vine Street. The total pathway length is approximately fifty-four (54) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VMP15 begins at 40.103013° North, -88.204012° West and ends at 40.103065° North, -88.203902° West

## **Detailing Exhibit F**

**Volo Timber ROW 003 (VTR3)** crosses Hagan Boulevard connecting VTU4 and VTR4 The total pathway length is approximately fifty-two (52) feet to be occupied by one (1) 1.0" HDPE duct with a total of one (1) underground hand-hole to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VTR3 begins at 40.134320° North, -88.204400° West and ends at 40.134322° North, -88.204217° West.

**Volo Timber ROW 004 (VTR4)** runs in the Right of Way south of E Kenyon Road connecting VTR3 and VTU7. The total pathway length is approximately one thousand four hundred and eighty-three (1483) feet to be occupied by one (1) 1.0" HDPE duct. Standard depth for the duct is thirty-six (36) inches below finished grade. VTR4 begins 40.134015° North, -88.204200° West and ends at 40.134209° North, -88.200024° West.

**Volo Timber ROW 005 (VTR5)** runs along and crosses G H Baker Drive feeding into VTU5. The total pathway length is approximately five hundred and twenty-seven (527) feet to be occupied by one (1) 1.0" HDPE duct with a total of two (2) underground hand-holes to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VTR5 begins 40.134015° North, -88.204200° West and ends at 40.134015° North, -88.204200° West.

**Volo Timber ROW 006 (VTR6)** crosses G H Baker Drive and N. Willow Road connecting VTR5 and VTR7. The total pathway length is approximately three hundred and forty-six (346) feet to be occupied by one (1) 1.0" HDPE duct with a total of one (1) underground hand-hole to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VTR6 begins at 40.131546° North, -88.201728° West and ends at 40.131443° North, -88.200607° West.

**Volo Timber ROW 007 (VTR7)** crosses and runs along N Willow Road connecting VTU6 and VTR6. The total pathway length is approximately one thousand one hundred and twenty-seven (1127) feet to be occupied by one (1) 1.0" HDPE duct with a total of four (4) underground hand-holes to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VTR7 begins at 40.131442° North, -88.200632° West and ends at 40.128509° North, -88.200777° West.

**Volo Timber Utility 006 (VTU6)** runs in the utility easement wrapping around Willow Court between Golfview Drive and N Willow Road. The total pathway length is approximately five hundred and ninety-three (593) feet to be occupied by one (1) 1.0" HDPE duct and a total of four (4) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade.

VTU6 begins at 40.129232° North, -88.201085° West and ends at 40.128512° North, -88.200760° West.

**Volo Timber Utility 007 (VTU7)** runs in the utility easement east of N Willow Road. The total pathway length is approximately nine hundred and eleven (911) feet to be occupied by one (1) 1.0" HDPE duct and a total of four (4) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VTU7 begins at 40.134203° North, -88.200022° West and ends at 40.131714° North, -88.199984° West.

**Volo Timber Utility 008 (VTU8)** runs in the utility easement between Golfview Drive and N Willow Road. The total pathway length is approximately six hundred and ninety-two (692) feet to be occupied by one (1) 1.0" HDPE duct and a total of five (5) above-ground pedestals to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VTU8 begins at 40.129225° North, -88.201278° West and ends at 40.131047° North, -88.201207° West.

### **Detailing Exhibit G**

**Volo Schnucks ROW 001 (VSR1)** runs east from the north east corner of E Water Street and N Vine Street to the ROW boundary. The total pathway length is approximately twenty-four (24) feet to be occupied by one (1) 1.0" HDPE duct with a total of one (1) underground hand-hole to be installed. Standard depth for the duct is thirty-six (36) inches below finished grade. VSR1 begins 40.113674° North, -88.204846° West and ends at 40.113674° North, -88.204768° West.