

RESOLUTION R- 06-14

A RESOLUTION AUTHORIZING THE EXECUTION OF  
THE SECOND AMENDMENT TO THE WATER TOWER LEASE AGREEMENT  
WITH T-MOBILE CENTRAL LLC  
(ORCHARD ROAD WATER TOWER)

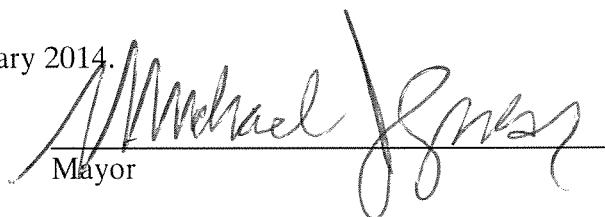
WHEREAS, the City of Wheaton owns a certain piece of property commonly known as the Orchard Road Water Tower, 71 Marywood Trail; and

WHEREAS, T-Mobile Central LLC and the City of Wheaton had entered into a lease agreement dated April 3, 2000 and a First Amendment dated October 21, 2002 for installation of T-Mobile's facilities on the Orchard Road Water Tower premises; and

WHEREAS, T-Mobile has requested that the April 3, 2000 as amended by the First Amendment dated October 21, 2002 be further amended to replace certain exhibits.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to execute and the City Clerk is directed to attest to the Second Amendment to the Water Tower Lease Agreement, dated November 4, 2002 as amended by First Amendment dated October 21, 2002.

ADOPTED, this 3<sup>rd</sup> day of February 2014.



Michael J. Gresk  
Mayor

Attest:



Karen Bennett Agem  
City Clerk

Roll Call Vote:

Ayes:	Councilman Prendiville
	Councilman Rutledge
	Councilman Saline
	Mayor Gresk
	Councilwoman Pacino Sanguinetti
	Councilman Scalzo
	Councilman Suess

Nays:	None
Absent:	None

Motion Carried Unanimously

## SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT

This Second Amendment to Water Tower Lease Agreement ("Second Amendment") is made effective this 4<sup>th</sup> day of February, 2014, by and between T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to VoiceStream GSM I Operating Company, LLC ("Lessee"), and the City of Wheaton ("Lessor"), collectively referred to as the "Parties."

WHEREAS, Lessee and Lessor entered into a Water Tower Lease Agreement dated April 3, 2000 and a First Amendment to Lease dated October 21, 2002 (collectively, the "Agreement") regarding Lessor's property located at 71 Marywood Trail, Wheaton, IL ("Property");

WHEREAS, Lessee and Lessor desire to further amend the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exhibit B of the Agreement shall be replaced in its entirety with Exhibit B-1, attached hereto and incorporated herein by reference. Lessee has the right to modify its facilities as described and depicted in Exhibit B-1 and Lessor hereby consents to and approves of said modifications.
2. Lessee's Rent shall be increased to Three Thousand Three Hundred Dollars (\$3,300.00) per month, effective as of January 1, 2014 or the start of construction, whichever occurs first. Subsequent increases shall governed by the Agreement.
3. Lessee's address in Paragraph 17(d) shall be removed in its entirety and replaced as follows:

Lessee: T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance/Site # CH14324

4. The following shall be added to the Agreement as Paragraph 19:

### **19. Tower Painting and Maintenance**

In the event Lessor undertakes maintenance, repair, painting, construction or other alterations on the Tower, upon ninety (90) days prior written notice to Lessee, Lessee shall take reasonable measures to cover Lessee's equipment and protect it from paint

Site Number: CH14324B  
Site Name: Wheaton Water Tank  
Market: Chicago

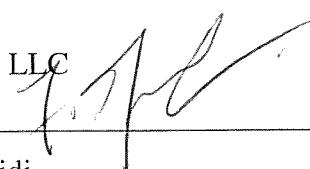
and debris fallout which may occur during the maintenance, repair, painting, construction or alteration process, or Lessor may require that Lessee temporarily remove and/or relocate Lessee's equipment until such planned painting or construction is completed. In the event such removal of Lessee's equipment is necessary or in the event that the covering and protection of Lessee's equipment does not permit continued operation during the period of painting, construction or other alteration, Lessee shall be allowed, at no additional charge, to erect a reasonable temporary antenna facility on the Property during such painting, construction or other alterations. The location of Lessee's temporary antenna facility is subject to Lessor's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessor shall have forty-five (45) days to review Lessee's site plan indicating the location of the temporary antenna facility. If Lessor does not respond within said forty-five (45) day period, the site plan shall be deemed approved. Lessee shall bear all costs of reasonable Lessor-mandated removal of Lessee's equipment or Lessee's use of a temporary antenna facility pursuant to this Paragraph. Upon the completion of any maintenance, repair or similar work by Lessor, Lessee is permitted to return to its original location from the temporary location at Lessee's cost.

5. All capitalized terms herein shall have the same meaning as in the Agreement.
6. Except as modified by this Second Amendment, the Agreement shall remain in full force and effect and is hereby ratified and confirmed by the Parties. In the event of any inconsistencies between The Agreement, First Amendment and Second Amendment this Second Amendment shall control to the extent of the inconsistency.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the date and year written above.

LESSEE:

T-Mobile Central LLC

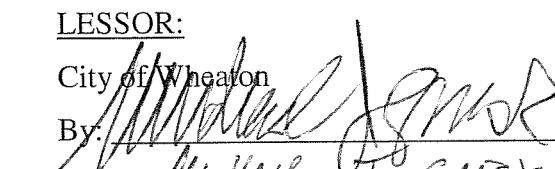
By: 

Name: Faisal Afridi

Title: Area Director, Eng. and Ops.

LESSOR:

City of Wheaton

By: 

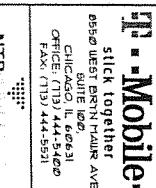
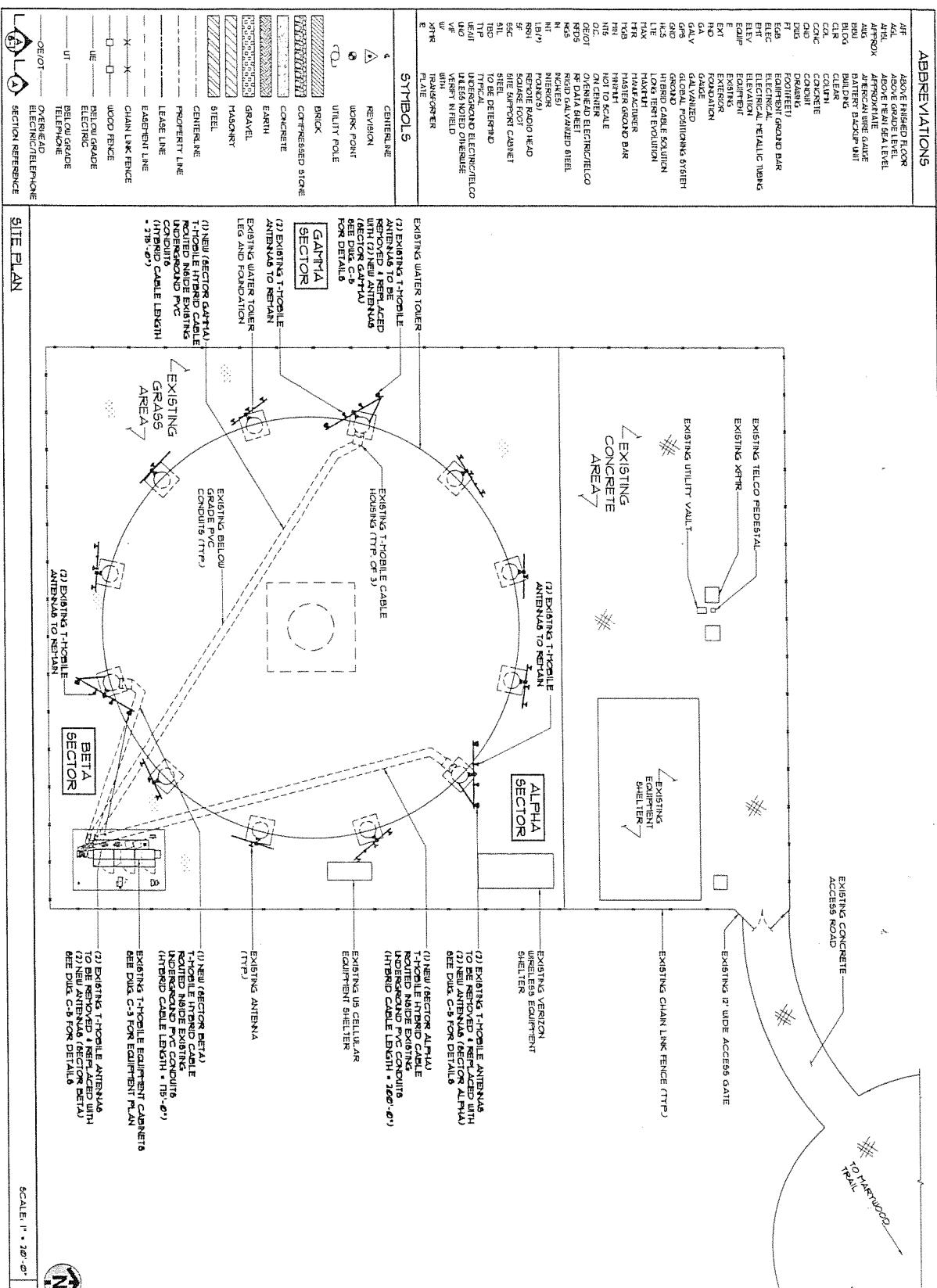
Name: Michael J. Guest

Title: Mayor City of Wheaton

Site Number: CH14324B  
Site Name: Wheaton Water Tank  
Market: Chicago

**EXHIBIT B-1**

## ABBREVIATIONS



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