

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 3rd day of February 2014.


Mayor

Attest:


City Clerk

Ayes:

Roll Call Vote:

Councilman Prendiville
Councilman Rutledge
Councilman Saline
Mayor Gresk
Councilwoman Pacino Sanguinetti
Councilman Scalzo
Councilman Sues

Nays:

None

Absent:

None

Motion Carried Unanimously

Published February 4, 2014

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

SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT

This Second Amendment to Water Tower Lease Agreement ("Second Amendment") is made effective this 4th 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 be 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 38th 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
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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: _____

Title: _____

Site Number: CH14324B
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Market: Chicago

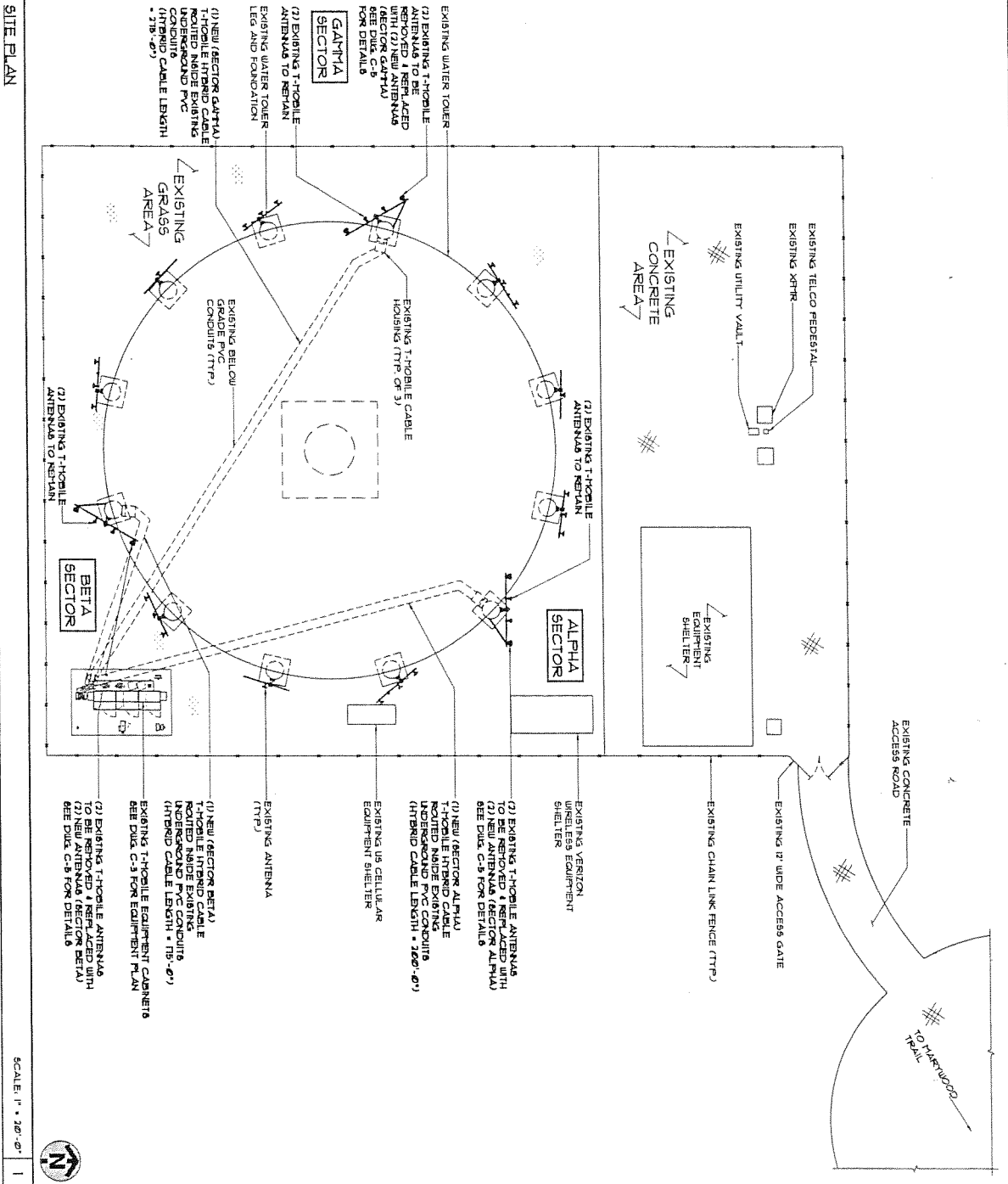
EXHIBIT B-1

ABBREVIATIONS

AF	ABOVE FINISHED FLOOR
AGL	ABOVE GRADE LEVEL
AKL	AT KEYS
AL	AMERICAN LEAD
AM	AMERICAN WIRE GAUGE
AN	ANTENNA
AP	APPLY
AR	ARMED
AS	AS SHOWN
AT	AT
AW	AIRWAY
AX	AXIS
BA	BATTERY BACKUP UNIT
BB	BUILDING
BC	BLOCK
BD	BUILDING
BE	BENCH MARK
BF	BUILDING FOOTING
BG	BUILDING
BI	BUILDING
BL	BUILDING
BM	BENCH MARK
BN	BUILDING
BO	BUILDING
BP	BUILDING
BQ	BUILDING
BR	BUILDING
BS	BUILDING
BT	BUILDING
BV	BUILDING
BW	BUILDING
BY	BUILDING
BZ	BUILDING
CA	CONCRETE
CB	CONCRETE
CC	CONCRETE
CD	CONCRETE
CE	CONCRETE
CF	CONCRETE
CG	CONCRETE
CH	CONCRETE
CI	CONCRETE
CJ	CONCRETE
CK	CONCRETE
CL	CONCRETE
CM	CONCRETE
CN	CONCRETE
CO	CONCRETE
CP	CONCRETE
CQ	CONCRETE
CR	CONCRETE
CS	CONCRETE
CT	CONCRETE
CU	CONCRETE
CV	CONCRETE
CW	CONCRETE
CX	CONCRETE
CY	CONCRETE
CZ	CONCRETE
DA	DATA SHEET
DB	DATA SHEET
DC	DATA SHEET
DD	DATA SHEET
DE	DATA SHEET
DF	DATA SHEET
DG	DATA SHEET
DH	DATA SHEET
DI	DATA SHEET
DJ	DATA SHEET
DK	DATA SHEET
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EA	ELECTRICAL
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EC	ELECTRICAL
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EH	ELECTRICAL
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FK	FLOOR
FL	FLOOR
FM	FLOOR
FN	FLOOR
FO	FLOOR
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FQ	FLOOR
FR	FLOOR
FS	FLOOR
FT	FLOOR
FU	FLOOR
FV	FLOOR
FW	FLOOR
FX	FLOOR
FY	FLOOR
FZ	FLOOR
GA	GLOBAL POSITIONING SYSTEM
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GV	GLOBAL POSITIONING SYSTEM
GW	GLOBAL POSITIONING SYSTEM
GX	GLOBAL POSITIONING SYSTEM
GY	GLOBAL POSITIONING SYSTEM
GZ	GLOBAL POSITIONING SYSTEM
HA	HANDICAPPED TELEPHONE
HB	HANDICAPPED TELEPHONE
HC	HANDICAPPED TELEPHONE
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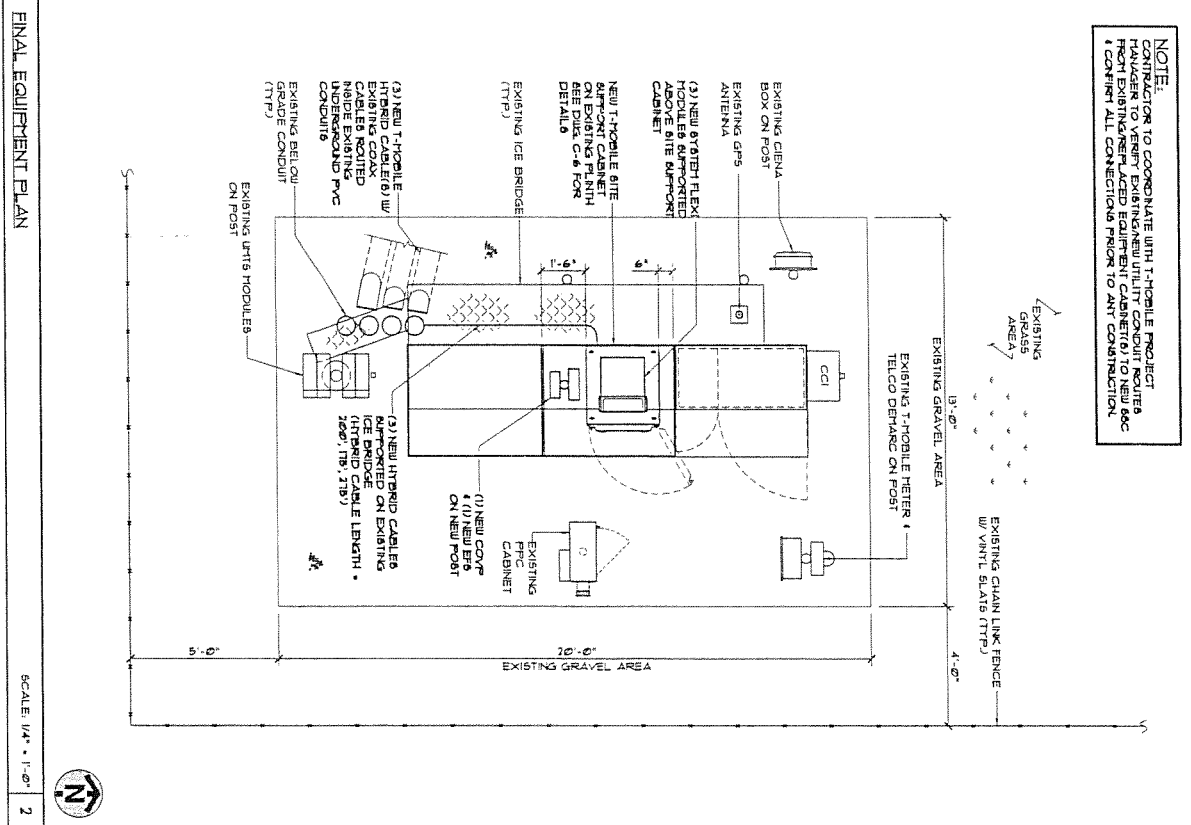
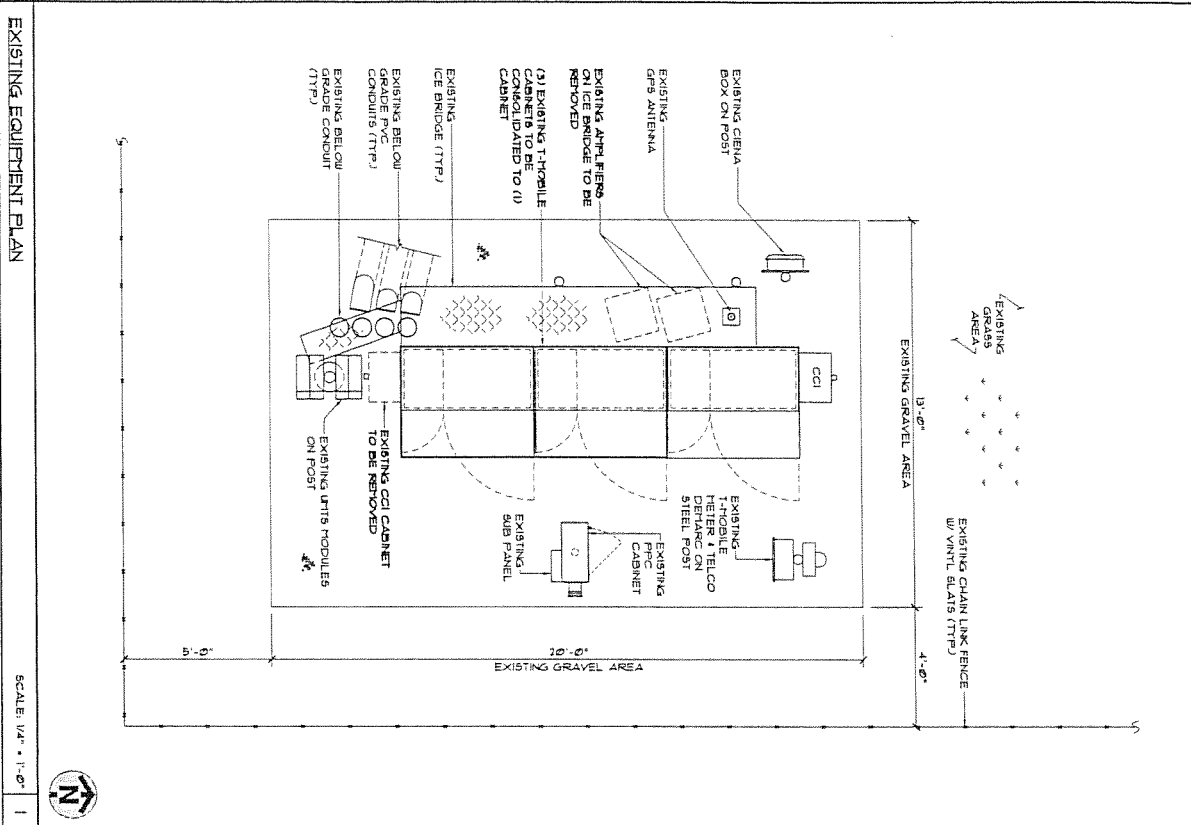
SYMBOLS

△	GENERAL NOTE
○	REVISION
●	WORK POINT
○	UTILITY POLE
□	CONCRETE
▨	BRICK
▩	COMPRESSED STONE
▧	CONCRETE
▦	EARTH
▤	GRAVEL
▣	MASONRY
▢	STEEL
□	GENERAL NOTE
■	PROPERTY LINE
▤	LEASE LINE
▣	EASEMENT LINE
▢	CHAIN LINK FENCE
□	WOOD FENCE
■	BELOW GRADE
▤	ELECTRIC
▣	BELOW GRADE
▢	TELEPHONE
□	OVERHEAD
■	ELECTRIC/TELEPHONE
▤	SECTION REFERENCE



<p>stick together 8550 WEST PERRY TRAIL AVE. SUITE 100 CHICAGO, IL 60631 OFFICE: (773) 444-3100 FAX: (773) 444-3531</p>	
<p>4615 N. RAVENWOOD AVE. CHICAGO, IL 60640 TEL: (773) 275-5370 EXT. 100</p>	
<p>5600 W. BERRY TRAIL AVE. ROSENTHAL, ILLINOIS 60018 TEL: 815-391-0700 DESIGN FILE# NO. 184-002450 www.fullerengineering.com</p>	
<p>DATE: 11/17/03 DRAWN BY: [Signature] CHECKED BY: [Signature]</p>	<p>SCALE: 1" = 20'-0"</p>
<p>WHEATON WATER TANK SITE NO: CH14324B 711 HARTWOOD TRAIL WHEATON, IL 60181</p>	
<p>SITE PLAN SHEET NUMBER: C-1</p>	

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NOTE:
 THE CONTRACTOR IS TO COORDINATE WITH T-HOBBLE PROJECT MANAGER TO VERIFY EXISTING NEW UTILITY CONDUIT ROUTES FROM EXISTING REPAIRED EQUIPMENT CABINET (6) TO NEW BOC & CONFIRM ALL CONNECTIONS PRIOR TO ANY CONSTRUCTION.

sllck together 8550 WESTERN AVE CHICAGO, IL 60631 OFFICE: (773) 444-5100 FAX: (773) 444-5571													
NTP 4615 N. RAYBURNWOOD AVE. CHICAGO, IL 60630 TEL: (773) 275-5715 EXT. 100													
3600 W. BRYAN HAIR AVE. ROSEMONT, ILLINOIS 60018 TEL: 631-257-0700 DESIGNS: (631) 257-0700 www.fuller-engineering.com													
CHECKED BY: RL APPROVED BY: TTB	<table border="1"> <thead> <tr> <th>#</th> <th>DATE</th> <th>DESCRIPTION</th> <th>INIT</th> </tr> </thead> <tbody> <tr> <td>01/10</td> <td>5/21/2010</td> <td>NEW REVISED</td> <td>ML</td> </tr> <tr> <td>02/20</td> <td></td> <td>TITLE</td> <td>ML</td> </tr> </tbody> </table>	#	DATE	DESCRIPTION	INIT	01/10	5/21/2010	NEW REVISED	ML	02/20		TITLE	ML
#	DATE	DESCRIPTION	INIT										
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02/20		TITLE	ML										
SITE NAME: WHEATON WATER TANK													
SITE NO: CH14324B													
SITE ADDRESS: 711 HARTWOOD TRAIL WHEATON, IL 60181													
SHEET NAME: EQUIPMENT PLAN													
SHEET NUMBER: C-2													