

RESOLUTION NO. 81 -2016

OFFERED BY All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A FIRST AMENDMENT TO THE SITE LEASE AGREEMENT WITH AT&T WIRELESS PCS, INC. AS SET FORTH IN THE AMENDMENT ATTACHED AS EXHIBIT A, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Richfield and AT&T Wireless PCS, Inc. entered into a Site Lease Agreement (“Agreement”) dated March 5, 1997, whereby Richfield, as landlord, leased to AT&T, the tenant, certain Premises described in the Agreement on a portion of the property located at 4410 Streetsboro, Richfield, Summit County, Ohio; and

WHEREAS, Richfield and AT&T desire to amend the Agreement to allow Richfield to modify the communications equipment that Richfield may place on the tower, and to modify the notice section thereof (“First Amendment”); and

WHEREAS, Richfield and AT&T desire to adjust the rent in the Agreement to account for Richfield’s equipment modification as allowed under the First Amendment; and

WHEREAS, the Council wishes to authorize and direct the Mayor and the Finance Director to enter into the First Amendment to the Agreement for the benefit of Richfield and surrounding communities, substantially in accordance with the First Amendment to Site Lease Agreement attached as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

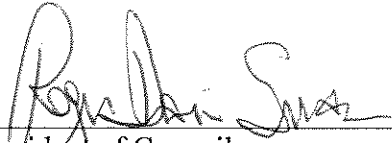
SECTION 1. That the Mayor and the Finance Director shall be and, they hereby are, authorized and directed to take all actions necessary to enter into a First Amendment to the Site Lease Agreement with AT&T Wireless PCS, Inc. is substantially in accordance with the agreement attached hereto as Exhibit “A.”


SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the further reason that it is necessary to enter into the First Amendment to the Site Lease Agreement with AT&T Wireless PCS, Inc. so that necessary additional communications equipment may be placed on the tower at the earliest possible

time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 11-15-16


President of Council


Mayor

Dated: 11/15/16

ATTEST:


Clerk of Council

Cell Site No. / Name: 10069833 / CLE067B/Richfield
Market: Ohio/Western Pennsylvania

FIRST AMENDMENT TO SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT (“First Amendment”), dated as of the latter of the signature dates below (“Effective Date”), is by and between the Village of Richfield, having a mailing address of 4410 W. Streetsboro Road, Richfield, Ohio 44286 (hereinafter referred to as “Landlord”) and AT&T Wireless PCS, Inc., a Delaware Corporation, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “Tenant”).

WHEREAS, Landlord and Tenant entered into an Site Lease Agreement dated March 5, 1997, whereby Landlord leased to Tenant certain Premises, therein described, on a portion of the Property located at 4410 Streetsboro, Richfield, Summit County, Ohio (the “Agreement”); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to allow Landlord to modify Landlord’s existing communications equipment; and

WHEREAS, Landlord and Tenant desire to adjust the rent in the Agreement to account for a restatement of rent for Landlord’s equipment modification as allowed under this First Amendment, and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Equipment.** Effective upon issuance of a Notice to Proceed, Tenant consents to Landlord’s modification of Landlords equipment as set forth in Exhibit 1 attached hereto and incorporated herein. Section 2 of the Agreement is hereby supplemented with Exhibit 1. Exhibit 1 shows the only equipment that may be installed under the terms and conditions of this First Amendment.

2. **Rent.** Landlord and Tenant desire to adjust the rent in the agreement. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

<u>Yearly Rent</u>	<u>Period</u>
\$12,662.40	3 rd Additional Term (12/1/2016 to 4/30/2017)
\$15,198.20	4 th Additional Term (beginning 5/1//2017 to 4/30/22)
\$18,237.84	5 th Additional Term (5/1/22 to 4/30/27)

Rent shall be payable annually, in advance, at Landlord’s address, on each anniversary of the Commencement Date, without notice or demand of Landlord. Rent shall be prorated for any partial year.

Cell Site No. / Name: 10069833 / CLE067B/Richfield
Market: Ohio/Western Pennsylvania

3. **Notices.** Notice addresses for Tenant in the Agreement are hereby deleted in their entirety and replaced with the following:

As to Tenant: AT&T Wireless PCS, Inc.
 Attn: Network Real Estate Administration
 Re: Cell Site Name: CLE067B/Richfield (OH)
 Fixed Asset No.: 10069833
 575 Morosgo Dr. NE
 Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
 Attn: AT&T Legal Department
 Re: Cell Site Name: CLE067B/Richfield (OH)
 Fixed Asset No.: 10069833
 208 S. Akard Street
 Dallas, Texas, 75202-4206

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES APPEAR ON NEXT PAGE

Cell Site No. / Name: 10069833 / CLE067B/Richfield
Market: Ohio/Western Pennsylvania

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

TENANT:

AT&T Wireless PCS, Inc.
By: AT&T Mobility Corporation
Its: Manager

Witness: _____
Name: _____

By: _____
Name: Neil C. Boyer
Title: Director – Network
Date: _____

Witness: _____
Name: _____

LANDLORD:

Village of Richfield

Witness: _____
Name: _____

By: _____
Name: _____
Title: _____
Date: _____

Witness: _____
Name: _____

Village of Richfield

Witness: _____
Name: _____

By: _____
Name: _____
Title: _____
Date: _____

Witness: _____
Name: _____

Cell Site No. / Name: 10069833 / CLE067B/Richfield
Market: Ohio/Western Pennsylvania

TENANT ACKNOWLEDGEMENT

STATE OF GEORGIA)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ___ day of _____, 20___ before me, the subscriber, a person authorized to take oaths in the State of Georgia, personally appeared

Neil C. Boyer who, being duly sworn on his oath, deposed and made proof to my satisfaction that he is the Director – Network of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, named in the within instrument; and I, having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same in his authorized capacity on behalf of the limited liability company for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared

who, being duly sworn on oath, deposed and made proof to my satisfaction that s/he is the person(s) named in the within instrument; and I, having first made known to him/her the contents thereof, s/he did acknowledge that s/he signed, sealed and delivered the same as his/her voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

Cell Site No. / Name: 10069833 / CLE067B/Richfield
Market: Ohio/Western Pennsylvania

EXHIBIT 1

Proposed Equipment is defined below and Plans and specifications are attached hereto.

Number of Antennas: _____ Seven (7)

Antenna Manufacturer and Type-Number: (a) _____ Five (5) Sinclair SC479HF1LD2
 (b) _____ One (1) Commscope DB224
 (c) _____ One (1) Commscope DB201

Weight and Dimension of Antenna(s) (L x W x D): (a) _____ 173.4" x 3.5" x 3.5" / lb.
 (b) _____ 180" / 38 lb.
 (c) _____ 255" x 3.5" / 38 lb.

MW Dish diameter and approved RAD Center: _____ Two (2) 72"

Number of Transmission Lines: _____ Eleven (11)

Diameter of Transmission Line: _____ Three (3) 1-1/4" / Two (2) 7/8" / Two (2) 1/2"
 _____ Two (2) 2"

Location of Antenna(s) on Tower (Approved RAD Center): _____ Antennas 177' / 145' - MW 75' / 180'

Direction of Radiation (Azimuth): _____ Antennas 0 / 120 / 240 – MW 75 / 180

Dimensions of LESSEE Ground Space: _____ 10' x 12'

Frequencies (MHz)/Max. Power Output: _____ Antenna Tx: 851-860 MHz / Rx: 806-815 MHz
 _____ MW Tx: 6315.84 – 6256.54 GHz / Rx: 6063 – 6004.5 GHz
 _____ 125 Watts

Quantity and Dimensions of Other Equipment to be placed on Antenna Support Structure:
 _____ Two (2) TTA Bird 428D-831-01-T / 9.25" x 5.125" x 6" / 8.9 lb.