RESOLUTION NO. 15-13

RESOLUTION AUTHORIZING SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT

WHEREAS, the Village of Morton and Cellco Partnership d/b/a Verizon Wireless have previously entered into a Water Tower Lease Agreement dated May 25, 2001 as amended by First Amendment dated August 6, 2012; and

WHEREAS, the parties desire to execute a Second Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

1. That the Second Amendment to Water Tower Lease Agreement in the form as attached to this Resolution is approved and the President of the Board of Trustees is authorized to execute same.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this 4th day of November, 2013; and upon roll call the vote was as follows:

AYES: Belsley, Daab, Heer, Hermann, Kaufman, Newhouse

NAYS: None

ABSENT: None

ABSTAINING: None

APPROVED this 4th day of November, 2013

President

ATTEST:

Village Clerk

MORTON, TAZEWELL COUNTY
VILLAGE SEAL
ILLINOIS

SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT ("Amendment") is made this _____day of _____, 2013, between the Village of Morton, Illinois ("LESSOR") and Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 ("Tenant")

Whereas, LESSOR and LESSEE previously entered into a Water Tower Lease Agreement dated May 25, 2001 as amended via a First Amendment to Water Tower Lease Agreement dated August 6, 2012 (collectively the "Lease") that provides for the operation of a communications facility and ancillary equipment on both ground space and a water tower ("Tower"), located at the real property owned by LESSOR and described in Section 1 and Exhibit A and Exhibit B-Revised to the Lease ("Property"); and

Whereas, LESSEE's equipment installation on Tower was documented in Exhibit B -Revised to the Lease; and

Whereas, LESSEE now desires to make further modifications to its equipment installation, including the addition of the equipment listed in Exhibit B-1 ("Additional Equipment") attached hereto;

Whereas, LESSOR and LESSEE wish to amend the Lease to document the equipment modification and ancillary terms.

NOW THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, the receipt of which is hereby acknowledged, LESSOR and LESSEE agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference.

2. **Additional LESSEE Equipment on Tower.** LESSOR agrees that LESSEE may make modifications to its plans and grants permission to install, maintain, and operate the additional equipment, antennas and appurtenances described in Exhibit B-1, which is known as Additional Equipment, attached hereto. It is understood by the parties that Exhibit B- 1 attached shall supplement and be in addition to the equipment listed in Exhibit B- Revised of the Lease. Provided that LESSEE has received all necessary permits and approvals from appropriate governing bodies, LESSEE may immediately commence installation of all necessary equipment and ancillary items listed in the attached Exhibit B-1.

3. Other than as specifically amended herein, all other terms and conditions of the Lease shall remain in full force and effect. Where there is conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control. Unless otherwise indicated or introduced in this Amendment, all defined terms referenced in the Amendment shall have the same meaning as those found in the Lease.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this lease Amendment on the day and year first above written.

LESSOR:

Village of Morton, an Illinois municipal corporation

By: R Rainson
Name: Ronald Rainson
Its: President
Date: 7 Nov 2013

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____
Name: Lynn Ramsey
Title: Area Vice President Network
Date: _____

EXHIBIT B-1

LESSEE is authorized to install and maintain the following Additional Equipment:

6 remote radio heads (RRU) and 1 junction box on the platforms holding the antenna. One (1) new hybrid coax will be added within the existing cable route.