# AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GROUND LEASE 

 WITH ALLTEL COMMUNICATION OF PETERSBURG, INC. (DBA VERIZON WIRELESS) FOR STANDBY GENERATOR AT THE TOWER COMMUNICATION FACILITIES AT GREENBRIER COMMONS AND DECLARING AN EMERGENCY.WHEREAS, Alltel Communication of Petersburg, Inc. (dba Verizon Wireless) ("Verizon") will install a standby generator at the tower Communication Facilities at Greenbrier Commons; and

WHEREAS, the term of this lease is to run concurrently with the existing lease agreement entered into with GTE Mobilenet of Ohio Limited Partnership on August 21, 1997.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. The Mayor is hereby authorized to enter into a Ground Lease Agreement at Greenbrier Commons, substantially in the form attached hereto and as approved by the Director of Law.

Section 2. This Council finds and determines that formal actions of this Council concerning and relating to the adoption of this ordinance were taken in an open meeting of this Council and that all deliberations of the Council and any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Council hereby declares this ordinance to be an emergency measure for the immediate preservation of the public health, peace and safety of the Municipality, and for the further reason that a standby generator is needed by Verizon at Greenbrier Commons; wherefore, this ordinance shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: $\qquad$


## FILED WITH

THE MAYOR:


## FIRST AMENDMENT TO TOWER AND LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER AND LAND LEASE AGREEMENT (hereafter, "Amendment"), is entered into this $\qquad$ day of $\qquad$ 2015, by and between THE CITY OF PARMA HEIGHTS, an Ohio municipal corporation, ("Landlord"), and ALLTEL COMMUNICATIONS OF PETERSBURG, INC., dba VERIZON WIRELESS ("Tenant"). The Tenant and Landlord are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Landlord and Tenant are parties to a certain Option to Lease and Lease Agreement, dated August 21, 1997 ("Lease Agreement"); and

WHEREAS, the Parties, by this Amendment, intend to amend the Lease Agreement, in order to add space to the Land Demised Premises for the purpose of allowing Tenant to install a generator.

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, it is hereby agreed as follows:

1. All terms defined in the Lease Agreement shall have the same meaning in this Amendment.
2. Upon the date of full execution of this Amendment, Tenant shall have the right to install a standby generator ("Generator") pursuant to the plans and specifications shown on Exhibit A attached hereto. Said generator, along with connections to the existing Tenant's Facility, shall be deemed to be included as part of Tenant's Facility as set forth in the Lease Agreement and the Land Demised Premises shall be expanded to include the bounds of the Generator as shown in Exhibit "A".
3. Tenant is installing a generator on part of Landlord's Facility at Tenant's sole cost and expense, in good workmanlike manner, in accordance with applicable governmental laws and regulations, and free of any liens or claims for work, labor, materials and services.

Tenant's generator shall be installed in accordance with the plans and specifications set forth in Exhibit A attached hereto.

Landlord shall not be liable for any damage to Tenant's generator unless such damage is the result of the actions of Landlord or those acting under its authority.
4. Tenant hereby notifies Landlord that all notices should be sent to:

Alltel Communications of Petersburg, Inc., d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921
Attention: Network Real Estate
5. Effective upon the date of full execution of this Amendment, the annual rent due under Paragraph 5d of the Lease Agreement shall increase by Three Thousand Three Hundred Dollars ( $\$ 3,300.00$ ). Within forty five (45) days after full execution of this Amendment, Tenant shall pay the prorated amount of additional rent due from the date of full execution of this Amendment through the date of the next scheduled rent payment under the Lease.
6. The first sentence of Paragraph 5(e) of the Lease Agreement is hereby amended to read: "For the fifth five (5) years of the term of this Lease, the total rent payable by Tenant shall be One Hundred Twenty Four Thousand Three Hundred Twenty -Five Dollars $(\$ 124,325.00)$, which sum shall be paid by Tenant to Landlord in five (5) equal yearly installments of TwentyFour Thousand Eight Hundred Sixty-Five Dollars (\$24,865.00)."
7. The first sentence of Paragraph 5(f) of the Lease Agreement is hereby amended to read: "For the sixth five (5) years of the term of this Lease, the total rent payable by Tenant shall be One Hundred Forty Five Thousand Eight Hundred Ninety Dollars (\$145,890.00), which sum shall be paid by Tenant to Landlord in five (5) equal yearly installments of Twenty-Nine Thousand One Hundred Seventy-Eight Dollars (\$29,178.00)."
9. The first sentence of Paragraph $5(\mathrm{~g})$ of the Lease Agreement is hereby amended to read: "For the seventh five (5) years of the term of this Lease, the total rent payable by Tenant shall be One Hundred Seventy-One Thousand Seven Hundred Seventy Dollars (\$171,770.00), which sum shall be paid by Tenant to Landlord in five (5) equal yearly installments of Thirty-Four Thousand Three Hundred Fifty-Four Dollars ( $\$ 34,354.00$ )."
10. Tenant shall indemnify, hold harmless and defend the Landlord and its officers and employees from losses, damages and judgments arising from any and all claims and actions related to the installation, maintenance and/or operation of the generator to the extent set forth under the Lease.
11. Temporary security fencing that may be required during the construction process shall be provided and installed by the Tenant at Tenant's expense. The permanent security fencing must be repaired and/or replaced in the location that it existed prior to this project.
12. The operation of the generator, including, but not limited to insurance, maintenance, fueling, etc. shall be the sole responsibility of the tenant and be at tenant's sole expense.
13. Weekly testing of the generator shall be coordinated between the Tenant and the Landlord so that the Tenant's generator is not tested at the same time as the Landlord's generator in order to mitigate noise for nearby residents and businesses.
14. The Tenant shall complete the installation of the generator within one (1) week after commencing the installation project.
15. In all other respects, except as amended herein, all other terms and conditions of the Tower and Land Lease Agreement are and shall remain unaffected and in full force and effect. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year first above written.

## LANDLORD:

## THE CITY OF PARMA HEIGHTS

By:
Name: $\qquad$

## TENANT:

# ALLTEL COMMUNICATIONS OF PETERSBURG, INC., dba Verizon Wireless 

## By:

Name: Lynn Ramsey
Title: Area Vice President Network

## STATE OF OHIO

## COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public in and for said county and state, personally appeared which executed the foregoing instrument who acknowledged that he did sign the instrument for and on behalf of said corporation and limited liability companies, being thereunto duly authorized, and that the same is their free act and deed individually and as such officer and the free act and deed of the municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
$\qquad$
, $\qquad$ , this $\qquad$ day of $\qquad$ 2015.

NOTARY PUBLIC

My Commission Expires: $\qquad$

## ACKNOWLEDGMENT

## STATE OF ILLINOIS,

COUNTY OF COOK, SS:

The foregoing instrument was acknowledged before me this $\qquad$ day of $\qquad$ ,

20 $\qquad$ by Lynn Ramsey, the Area Vice President Network of Alltel Communications of Petersburg, Inc., a Virginia corporation, d/b/a Verizon Wireless, on behalf of the corporation.

## Signature

My commission expires:

Exhibit "A"
SEE ATTACHED










