

## FOR BOARD ACTION

Agenda Item # 7.a.

Meeting Date:

2/23/10

**SUBJECT:** Sixth Amendment to 2005 Master Site Agreement with Verizon Wireless  
for Antennas on Water Storage Tanks

**PREPARED BY:** Doug Rovang, Senior Civil Engineer

ITEM DESCRIPTION:

A request has been received from Verizon Wireless LLC (Verizon, hereafter) to amend certain terms of the existing Master Site Agreement dated July 8, 2005. Verizon wishes to add a new utility easement and relocate antennas at the Willow High Water Tower Site SW.

The annual rent for the site would remain unchanged because the allowed number of antenna equivalents has not changed. Annual rent thereafter will continue to be based on the Consumer Price Index (CPI-U) to reflect future inflation.

The proposed Amendment has been reviewed by the City Attorney.

UTILITY BOARD ACTION REQUESTED:

Staff recommends the Utility Board approve the proposed Verizon Wireless Amendment to the 2005 Verizon Master Site Agreement, and request the Mayor and City Clerk to execute the Amendment.

  
General Manager

  
Date

**ROCHESTER PUBLIC UTILITIES**

**SIXTH AMENDMENT TO MASTER SITE AGREEMENT**

**THIS SIXTH AMENDMENT TO MASTER SITE AGREEMENT (“Amendment”)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Rochester, a Minnesota municipal corporation (“**Lessor**”) and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company (“**Lessee**”), (collectively, the “**Parties**”).

**WHEREAS**, on July 8, 2005, Lessor and Lessee entered into a Master Site Agreement covering eight discreet Sites, as amended by the First, Second, Third, Fourth and Fifth Amendments, all dated August 31, 2009 (collectively, the “**Lease**”); and

**WHEREAS**, pursuant to the Lease, Lessee has non-exclusive possession of a portion of the Leased Premises described in the Lease, at the Site (among others), located at 1020 38<sup>th</sup> Street SW, Rochester, Minnesota; and

**WHEREAS**, the Parties desire to amend the Lease to accurately describe the addition of a new utility easement serving the Leased Premises, and the location of the antennas on the Leased Premises at the above-named Site.

**NOW THEREFORE**, in consideration of the terms and conditions of this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Any capitalized term used, but not defined, in this Amendment shall be deemed to have the meaning ascribed to that term in the Lease. In the event of any conflict between the terms and provisions of the Lease and those of this Amendment, the terms and provisions of this Amendment shall control, in all events.
2. Exhibit “E” is hereby deleted from the Lease and replaced with Exhibit “E-1”, attached hereto and incorporated herein. All references to Exhibit “E” in the Lease are hereafter references to Exhibit “E-1”.
3. Exhibit “F-1” is hereby deleted from the Lease and replaced with Exhibit “F-2”, attached hereto and incorporated herein. All references to Exhibit “F” or Exhibit “F-1” in the Lease are hereafter references to Exhibit “F-2”.

Except as provided in this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

Site Name: Willow ROC011  
Location No: 162861

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first above written.

**LESSOR:**

**City of Rochester**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Mayor

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Clerk

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: General Manager, Rochester Public Utilities

Approved as to form: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Attorney

Date: \_\_\_\_\_

**LESSEE:**

**Verizon Wireless (VAW), LLC d/b/a Verizon Wireless**

By: \_\_\_\_\_  
Beth Ann Drohan  
Title: Area Vice President Network

Date: \_\_\_\_\_

Site Name: Willow ROC011  
Location No: 162861

**ACKNOWLEDGMENTS**

STATE OF MINNESOTA )  
  ) ss.  
COUNTY OF OLMSTED )

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_ and upon oath acknowledged that they are the Mayor, City  
Clerk, City Attorney and General Manager of Public Utilities, respectively, of the City of Rochester,  
Minnesota, and that being duly authorized, they executed the foregoing instrument on behalf of the City, for  
the purposes contained therein.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2010.

My commission expires:

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
  ) ss.  
COUNTY OF COOK )

Before me, the undersigned Notary Public, personally appeared Beth Ann Drohan and upon oath  
acknowledged that she is the Area Vice President Network of Verizon Wireless (VAW), LLC d/b/a Verizon  
Wireless, and that being duly authorized, she executed the foregoing instrument on behalf of the limited  
liability company, for the purposes contained therein.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2010.

My commission expires:

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Notary Public



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the attached Sixth Amendment to the 2005 Verizon Master Site Agreement with Verizon Wireless LLC, and to request that the Mayor and the City Clerk execute the Amendment for

Addition of a new utility easement and relocation of antennas at the Willow High Water Tower site SW.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 23<sup>rd</sup> day of February, 2010.

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President

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Secretary