

RESOLUTION NO.7-2018

Passed 9/6, 2018

A RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A  
CERTAIN THIRD AMENDMENT OF WATER TOWER ATTACHMENT  
COMMUNICATION SITE AGREEMENT

**WHEREAS**, the Village has heretofore entered into a certain Water Tower Attachment Communication Site Agreement with Alltel Communications, LLC and/or its predecessor and/or successor in interest on or about December 1, 2005; and

**WHEREAS**, subsequent to said December 1, 2005 agreement, the parties amended said agreement by the First Amendment of Water Tower Attachment Communication Site Agreement dated February 23, 2012 and again with the Second Amendment of Water Tower Attachment Communication Site Agreement dated September 15, 2014; and

**WHEREAS**, in order to accommodate changes in technology and to better provide cellular/digital phone service to the residents of the Village, Counsel desires to enter into a Third Amendment of Water Tower Attachment Communication Site Agreement with said Alltel Communications, LLC d.b.a. Verizon Wireless.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF BRADNER, COUNTY OF WOOD, AND STATE OF OHIO:**

**SECTION 1.** That the Council of the Village of Bradner agrees to and approves the execution of said Third Amendment of Water Tower Attachment Communication Site Agreement with said Alltel Communications, LLC d.b.a. Verizon Wireless.

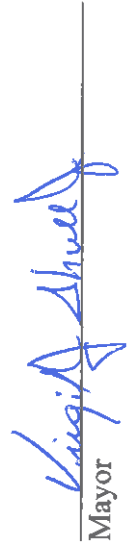
**SECTION 2.** That the Mayor is hereby authorized and directed to execute any and all such documents necessary to effectuate the agreement and to bind the Village.

**SECTION 3.** That this Resolution shall take immediate effect and be in force from the earliest date permitted by law.

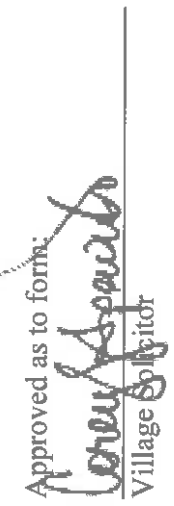
**SECTION 4.** Copies of this Resolution were posted in not less than five of the most public places in the Village, as determined by Council, for the period required by law.

**SECTION 5.** All formal actions of Council relating to the adoption of this Resolution, and all deliberations of Council and any of its committees leading to such action were in meetings open to the public as required by law.

Passed 9/6/18

  
\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
Village Fiscal Officer

Approved as to form:  
  
\_\_\_\_\_  
Village Auditor

Tenant Site Name: Bradner  
Site Number: 228483/C#91563  
Date: 6/14/18

### THIRD AMENDMENT OF WATER TOWER ATTACHMENT COMMUNICATION SITE AGREEMENT

This Third Amendment of Water Tower Attachment Communication Site Agreement (hereinafter, "Third Amendment") is entered into this 10<sup>th</sup> day of September, 2018, by and between **The Village of Bradner**, an Ohio municipal corporation ("Owner") whose mailing address is 130 North Main Street, Bradner, Ohio 43406, and **Alltel Communications, LLC**, a Delaware limited liability company, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Tenant") successor in interest to Toledo MSA Limited Partnership. Owner and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Owner and Tenant, or their predecessors in interest, are parties to a Water Tower Attachment Communication Site Agreement dated December 1, 2005, as previously amended by the First Amendment of Water Tower Attachment Communication Site Agreement dated February 23, 2012 and by the Second Amendment of Water Tower Attachment Communication Site Agreement dated September 15, 2014 (collectively, the "Agreement"), for Tenant to install a communications facility on Owner's Water Tower located on E. Caldwell St., in the Village of Bradner, County of Wood, State of Ohio; and

WHEREAS, the Parties, by this Third Amendment, intend to amend the Agreement to allow Tenant to change its equipment on the Water Tower.

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 Agreement shall have the same meaning in this Third Amendment.
2. Upon the complete execution of this Third Amendment, Tenant shall have the right to modify its equipment at the site. Exhibit "C" to the Agreement is hereby deleted and replaced with Exhibit "C-3" to this Third Amendment.
3. In all other respects, except as amended herein, all other terms and conditions of the Agreement are and shall remain unaffected and in full force and effect.
4. In the event of a conflict between the terms of the Agreement and this Third Amendment, the terms of this Third Amendment shall control.
5. 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.

Tenant Site Name: Bradner  
Site Number: 228483/C#91563  
Date: 6/14/18

STATE OF Ohio, SS:  
COUNTY OF Wood

BEFORE ME, a Notary Public in and for said county and state, personally appeared Virgil J Shull Jr, the Mayor of the Village of Bradner, an Ohio municipal corporation, the municipal corporation which executed the foregoing instrument, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said municipal corporation, being thereunto duly authorized, and that the same is his/her free act and deed individually and as such official and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Bradner OH, this 6<sup>th</sup> day of September, 2018.



**KERSTAN KAMINSKI**  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires  
November 24, 2018

Kerstan Kaminski  
Notary Public

My commission expires 11/24/2018

STATE OF OHIO,  
COUNTY OF DELAWARE, SS:

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2018 by Michael Russo, the Director Network Field Engineering of Alltel Communications, LLC, d/b/a Verizon Wireless, on behalf of the limited liability company.

Signature: [Signature]  
My commission expires: 6/6/2023



**KEVIN K. WOOLDRIDGE**  
Notary Public, State of Ohio  
My Commission Expires 06-06-2023

Tenant Site Name: Bradner  
Site Number: 228483/C#91563  
Date: 6/14/18

6. This Third Amendment shall be construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their respective seals the day and year first above written.

**OWNER:**

**The Village of Bradner, an Ohio  
municipal corporation**

By: Virgil J Spull Jr  
Name: Virgil J Spull Jr  
Title: Mayor  
Date: 9/6/18

**LESSEE:**

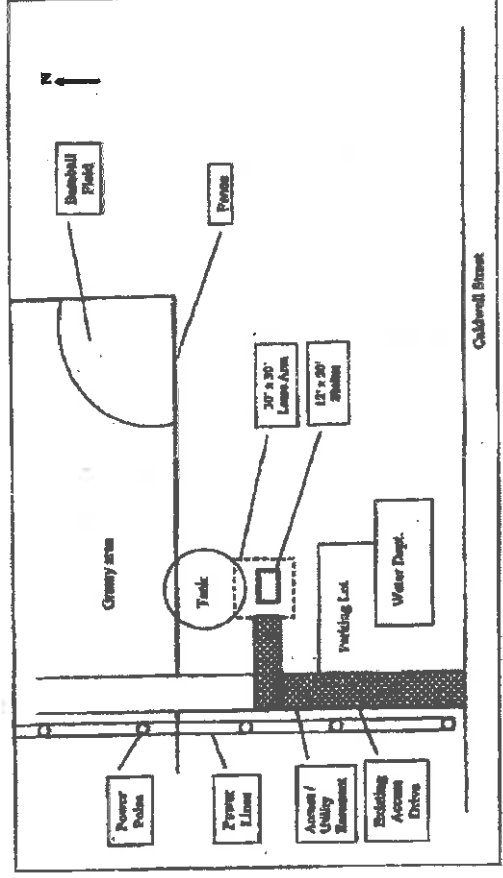
**Alltel Communications, LLC  
d/b/a Verizon Wireless**

By:   
Michael Russo  
Director Network Field Engineering  
Date: 8/23/18

Tenant Site Name: Bradner  
Site Number: 228483/C#91563  
Date: 6/14/18

### Exhibit "C-3"

#### Site Plan and Equipment List



- Six (6) NHH-65B-R2B or similarly sized antennas
- Six (6) RRHs (three (3) AIRSCALE\_B5/B13 320w and three (3) AIRSCALE\_B2.5/B66a 320w)
- One (1) COMMSCOPE OVP distribution box
- Three (3) COMMSCOPE TD-850AB-LTE15-43
- Twelve (12) 1-5/8" coax cables
- One (1) 1-5/8" hybrid cable
- Three (3) Antenna Twin-Bracket
- 12' x 20' equipment shelter located in a 30' x 30' lease area.
- Electrical power panel and cables
- Telephone panel and cables