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Recording Cover Sheet

**AN ORDINANCE APPROVING A FIRST AMENDMENT
TO RIGHT OF WAY LICENSE AGREEMENT
BETWEEN NEW CINGULAR WIRELESS PCS, LLC
d/b/a AT&T MOBILTY AND THE CITY OF URBANA**

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REC ON: 09/03/2021 03:17:30 PM
CHAMPAIGN COUNTY
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PAGES 5

Prepared for recording by:

Phyllis D. Clark, City Clerk

400 S. Vine St., Urbana, IL 61801

(6)

Return to:

Phyllis D. Clark, City Clerk
City of Urbana
400 S. Vine Street
Urbana, IL 61801

CLERK'S CERTIFICATE

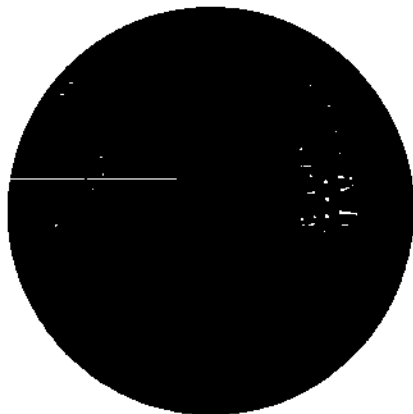
STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, PHYLLIS D. CLARK, City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an Ordinance entitled:

AN ORDINANCE APPROVING A FIRST AMENDMENT TO RIGHT OF WAY LICENSE AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T MOBILTY AND THE CITY OF URBANA

Adopted by the City Council of the City of Urbana, Illinois, on the 9th day of August, AD, 2021, as it appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 3rd day of September, AD, 2021.





Phyllis D. Clark, City Clerk

ORDINANCE NO. 2021-07-033

AN ORDINANCE APPROVING A FIRST AMENDMENT TO RIGHT OF WAY
LICENSE AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC d/b/a
AT&T MOBILITY AND THE CITY OF URBANA, ILLINOIS

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Illinois,
as follows:

Section 1. That an Amendment to an Agreement between the City of Urbana and New
Cingular Wireless PCS, LLC d/b/a AT&T Mobility in substantially the form of the copy of said
Amendment attached hereto, be and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby
authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same
is authorized to attest to said execution of said Amendment as so authorized and approved for and
on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this 9th day of August, 2021.

AYES: Quisenberry, Evans, Wu, Bishop, Hursey, Wilken

NAYS: None

ABSTENTIONS: None



Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this 16th day of August, 2021.



Diane Wolfe Marlin, Mayor

FIRST AMENDMENT TO RIGHT OF WAY LICENSE AGREEMENT

THIS FIRST AMENDMENT TO RIGHT OF WAY LICENSE AGREEMENT (“**First Amendment**”), dated as of the latter of the signature dates below, is by and between the the city of Urbana, Illinois, whose principal place of business is 706S. Glover Ave., Urbana, IL 61802 (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Licensee**”).

WHEREAS, Lessor and Lessee entered into a Right of Way License Agreement “Agreement” dated November 19, 2019, whereby Licensor agrees to allow use of the right of way to Licensee for the installation of personal wireless telecommunications services on existing utility poles, alternative antenna structures, and city-owned infrastructure in conformance with Urbana City Code Chapter 20 governing public rights-of-way and other public places (“UCC”); and

WHEREAS, Licensor and Licensee desires to modify Section 8 “Repeal, Relocation, Removal” of the Agreement shall be amended by adding a new sub-section, 8 (d).; and

WHEREAS, Licensor and Lessee, 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, Lessor and Lessee agree as follows:

1. **Section 8. Repeal, Relocation, Removal.**

(d) Pole or Pole Extension Replacement or Removal

(i) Any extension of, addition to, or increase in height of a city-installed light pole which is installed by Licensee solely for the purpose of accommodating Licensee’s antennas and equipment, shall be removed and capped in a manner reasonably approved by the City Engineer upon termination of the agreement, removal of the Licensee’s equipment or non-renewal of the Licensee’s permit.

(ii) In the event that Licensee has installed a new utility street pole solely for accommodating Licensee’s antennas and equipment, upon the termination of the Agreement, removal of Licensee’s equipment or non-renewal of the Licensee’s permit, Licensee shall remove the existing pole and replace it with a utility street pole similar in height to adjacent poles and otherwise in a manner reasonably approved by the City Engineer.

(iii) If a utility street pole installed by Licensee is damaged or requires replacement, Licensee shall replace such pole at its sole cost and expense. If a utility street pole installed by the City is damaged and/or requires replacement for other City purposes, the costs for such replacement shall be borne as follows: City shall be responsible for an amount equal to the cost of a pole of sufficient size and nature to meet its needs; and, Licensee shall be responsible for any amount of costs which exceed the City's amount for the installation of a pole of sufficient size and nature to accommodate the installation of Licensee's facilities.

2. **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.

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

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

"LICENSOR"

CITY OF URBANA, ILLINOIS
A municipal corporation

By: *Diane Wolfe Marlin*
Name: DIANE WULFE MARLIN
Title: MAYOR
Date: 09/02/2021

"LICENSEE"

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: *Connie Lamberes*
Name: Connie Lamberes
Title: Sr Real Estate & Construction Mgr.
Date: June 26, 2021