



DES MOINES WATER WORKS  
Board of Water Works Trustees

Agenda Item No. \_\_\_\_\_  
Meeting Date: October 23, 2012  
Chairperson's Signature  Yes  No

**AGENDA ITEM FORM**

**SUBJECT: First Amendment to Site License Agreement with TeleCorp Realty, LLC**

**SUMMARY:**

- Des Moines Water Works entered into a Site License Agreement with TeleCorp Realty, LLC, on January 10, 2001 to locate cell phone equipment on the Morris Karel Tenny Standpipe site.
- New Cingular Wireless PCS, LLC is the successor in interest to TeleCorp Realty, LLC.
- New Cingular Wireless has requested permission to install an additional fiber optic cable outside the original easement area to upgrade their equipment at their site.
- An amendment to the Site License Agreement was created to add the new easement area for New Cingular Wireless to upgrade their equipment.
- The attached draft amendment to the Site License Agreement has been created and is under review by legal counsel and New Cingular Wireless.

**FISCAL IMPACT:**

No fiscal impact.

**RECOMMENDED ACTION:**

Approve and authorize Chairperson and CEO and General Manager to execute the First Amendment to Site License Agreement with New Cingular Wireless PCS, LLC (formerly TeleCorp Realty, LLC) and the Board of Water Works Trustees of the City of Des Moines when the final amendment has been approved by staff and legal counsel.

**BOARD REQUIRED ACTION:**

Motion to approve and authorize Chairperson and CEO and General Manager to execute the First Amendment to Site License Agreement with New Cingular Wireless PCS, LLC (formerly TeleCorp Realty, LLC) and the Board of Water Works Trustees of the City of Des Moines when the final amendment has been approved by staff and legal counsel.

_____/_____ Katrina L. Kinsey, P.E. (date) Professional Engineer	_____/_____ Gary L. Benjamin, P.E. (date) Assistant GM and Dir. of Eng. Serv.	_____/_____ William G. Stowe (date) CEO and General Manager
--	---	---

Attachments: Draft of First Amendment to Site License Agreement with New Cingular Wireless PCS, LLC

## FIRST AMENDMENT TO SITE LICENSE AGREEMENT

**THIS FIRST AMENDMENT** to the Site License Agreement is entered into as of the date set forth below, by and between New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company qualified to do business in the State of Iowa, and the Board of Water Works Trustees of the City of Des Moines, Iowa, (“Water Works”).

**WHEREAS**, Water Works and TeleCorp Realty, LLC, entered into a Site License Agreement on January 10, 2001 (the “Agreement”) and New Cingular Wireless PCS, LLC is the successor in interest to TeleCorp Realty, LLC under the Agreement; and

**WHEREAS**, Water Works and New Cingular Wireless PCS, LLC desire to amend the Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Successor Party. New Cingular Wireless PCS, LLC is agreed to be the successor party to TeleCorp Realty, LLC under the Agreement. All references in the Agreement to “TeleCorp Realty, LLC” or “Telecorp” shall be modified to be New Cingular Wireless PCS, LLC. Water Works recognizes New Cingular Wireless PCS, LLC as the licensee under the Agreement and New Cingular Wireless PCS, LLC assumes all of the obligation of TeleCorp Realty, LLC under the Agreement.

2. Premises. Section 2 of the Agreement is hereby amended by adding the following new Section 2(c) thereto:

“(c) Together with such rights of way and easements on, over, under, across, and through the Property for the installation of wires, cables and electrical support equipment necessary for the installation and operation of the New Cingular Wireless PCS, LLC telecommunications equipment located upon the Property including, but not limited to, access from the nearest source of telephone and electric utilities as described in Exhibit D.”

3. Construction Drawings. Section 17 of the Agreement is hereby amended by deleting the second and third sentences of such Section 17 and replacing them with the following:

“New Cingular Wireless PCS, LLC shall not commence installation of any Equipment, wire or cable, or other facilities on the Property without obtaining the prior written consent of Water Works. Minor replacement or maintenance of above ground electronic equipment inside the 20’x40’ Lease Parcel as described in Substituted Exhibit B is permitted without consent of Water Works.”

4. Notices. Section 24 of the Agreement is hereby amended by deleting the addresses for mailing notices, demands and other communications and replacing with the following addresses:

If to Water Works: Des Moines Water Works  
2201 George Flagg Parkway  
Des Moines, Iowa 50321

If to Licensee: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: IA2029; Cell Site Name: M-K-T Standpipe Property (IA)  
Fixed Asset No: 10082571  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

With the required copy of legal notice sent to Licensee at the address above:

New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site #: IA2029; Cell Site Name: M-K-T Standpipe Property (IA)  
Fixed Asset No: 10082571  
15 East Midland Avenue  
Paramus, NJ 07652

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

5. Exhibit A. The original Exhibit A attached to the Agreement is deleted and replaced with the attached Substituted Exhibit A.
6. Exhibit B. The original Exhibit B attached to the Agreement is deleted and replaced with the attached Substituted Exhibit B.
7. Full Force and Effect. Except as modified herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties here to have executed this First Amendment to Site License Agreement as of the date set forth below.

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

**Board of Water Works Trustees of the**  
**City Of Des Moines, Iowa**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

DRAFT