

Date:	Reference No.:	Agenda Item No.:
1/23/2012		08.01.

Subject: Approval of Letter Agreement with Crown Castle for the Cell Tower Located in Arbuckle Acres Park

Summary of Request:

The Town was approached by Crown Castle, the management entity representing AT & T who currently leases space from the Town located in Arubckle Acres Park for a cell tower, regarding the possibility of extending an existing lease. They have propoposed extending that lease, which was approved in October 1997 and has two remaining five year terms on the lease, by adding an additional four (4) five year extensions. This will cause the lease to terminate in October 2042. The Town does recieve revenue from the lease which is equal to a 10% increase every five years. This term is still in force and will increase at each new 5 year interval. The other coniditon of the new lease is that Crown Castle will provide the Town with a detailed site layout of the tower for our records. The Town Attorney has reviewed this document and finds the terms acceptable.

Financial Summary:

Budget Funds Available	If Yes, Amount
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

	Line Item Name	Line Item Number
Budget Fund Information:		

Recommend Bid/Contract Amount: N/A

Estimated Project Costs: (whole numbers)	Architecture/Engineering	N/A
	Construction/Procurement	N/A
	Contingency	N/A
	Miscellaneous Costs	N/A
	TOTAL ESTIMATE	N/A
	Future Expenses (if any)	N/A
	Revenue Generated (if any)	N/A

Department Head Approval:

Date:

Assistant Town Manager Approval:

Shant A. Clairmont

Date: 1/23/2012

ATM Comments:

After reviewing the lease agreement, everything appears to be in order and is acceptable to the Town. I recommend approval of the Letter Agreement with Crown Castle.

Supporting Documentation:

Letter Agreement Dated 1/12/2012

Action Requested:

Unanimous Consent by the Town Council and Approval of the Letter Agreement with Crown Castle for the extension of a lease for a cell tower located in Arbuckle Acres Park.

Town Manager Approval:

Date:

TM Comments:



301 North Cattlemen Road
Suite 200
Sarasota, FL 34232

Tel: (941) 308-5262
Fax: (724) 416-6447
www.crowncastle.com

January 12, 2012

Town of Brownsburg
Attn: Steve Chambers, Purchasing Manager
61 N. Green Street
Brownsburg, IN 46112
(317)858-6080
schambers@brownsburg.org

RE: Business Unit #811677
Site Name: BROWNSBURG IND105
Address: Arbuckle Acres Park (near 208 N Green St), Brownsburg, IN 46112

Dear Mr. Chambers:

This letter agreement ("**Letter Agreement**") sets forth the agreement that is to be memorialized between Crown Castle South LLC, a Delaware limited liability company ("**Crown**"), on behalf of New Cingular Wireless PCS LLC, a Delaware limited liability company ("**Lessee**"), and Town of Brownsburg, an Indiana municipal corporation ("**Lessor**"), to modify, among other things, the length of the term in the lease agreement between the Lessor and Lessee dated October 9, 1997, as may be amended (the "**Lease**") for property located in Brownsburg, Hendricks County, Indiana, identified as a portion of Tax Map Parcel No. **32-07-11-100-001.000-016** (the "**Leased Premises**").

For and in consideration of Fifty Dollars (\$50.00) to be paid to Lessor by Crown on behalf of Lessee within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Lessor and Lessee will enter into an amendment to the Lease ("**Lease Amendment**") wherein the term of the Lease will be modified. The Lease currently provides in section 2 that two (2) five-year "**Renewal Terms**" remain. That Lease section will be amended to provide four (4) additional five-year Renewal Terms, or a total of six (6) remaining Renewal Terms with a final expiration date of October 8, 2042.

2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

- a. Commencing on October 9, 2012, and every five (5) years thereafter (each an "**Adjustment Date**"), the annual rent shall increase by an amount equal to ten percent (10%) of the annual rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease; and,
- b. An as-built site plan and/or legal description of the Leased Premises will be obtained at Lessee's sole cost and expense, and such site plan and/or legal description will be included as an exhibit to the Lease Amendment. In the event the location(s) of any of Lessee's or its subtenant's existing improvements, utilities, and/or access routes is not

depicted or described on the as-built site plan and/or legal descriptions, Lessee's leasehold rights and access and utility easement rights over such area(s) shall remain in full force and effect.

3. Upon receipt of this Letter Agreement evidencing Lessor's acceptance of the terms herein, Lessee shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this Letter Agreement. In connection therewith, the parties acknowledge and agree that this Letter Agreement is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of the Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.

4. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Lessor and Lessee each will pay its own out-of-pocket expenses.

5. Notwithstanding anything to the contrary contained herein, Lessee has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.

6. Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Lessor executes the Lease Amendment, Lessor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Lessor shall promptly notify Lessee if any representation or warranty is or possibly may not be true or correct. Lessor's representations, warranties and covenants shall survive following the full execution of the Lease Amendment.

-Remainder of Page Left Intentionally Blank-

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

LESSOR:
Town of Brownsburg,
an Indiana municipal corporation

LESSOR:
Town of Brownsburg,
an Indiana municipal corporation

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CROWN:
Crown Castle South LLC,
a Delaware limited liability company

Signature: _____

Name: Scott Tonnesen

Title: Land Acquisition Manager

Date: _____