

VILLAGE OF VERNON HILLS  
RESOLUTION 2024-035

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE SITE LEASE WITH T-MOBILE CENTRAL LLC RELATED TO THE PLACEMENT OF A GENERATOR AT 290 EVERGREEN DRIVE**

**WHEREAS**, T-Mobile Central LLC and the Village of Vernon Hills entered into a lease agreement, dated December 22, 2008, allowing T-Mobile to place antenna facilities and ground equipment on a cell tower on the Village Hall property, 290 Evergreen Drive, as authorized through Resolution No. 2008-210; and

**WHEREAS**, Section 7(d) of said lease provides T-Mobile the right to install an emergency generator; and

**WHEREAS**, T-Mobile has requested an amendment to the lease, attached hereto as **Exhibit A**, to incorporate additional lease area for the placement of a generator, and to insert additional terms in the lease related to said generator; and

**WHEREAS**, T-Mobile has developed construction plans for the generator and its enclosure, revised as requested by the Village staff, an excerpt of which is attached hereto as **Exhibit B**, with the full plan set incorporated as an exhibit to the lease amendment; and

**WHEREAS**, the Board of Trustees, on review of the requested lease amendment at its meeting on December 17, 2024, finds the requested amendment to be consistent with the terms of the original site lease.

**NOW, THEREFORE**, be it resolved by the President and Board of Trustees of the Village of Vernon Hills:

That that the Village Manager is hereby authorized to execute the First Amendment to the Site Lease for antenna facilities and ground equipment, attached hereto as **Exhibit A**, to include additional lease area to facilitate the placement of an emergency generator, with improvements to be made in accordance with the construction drawings by Concordia, last revised October 21, 2024, an excerpt of which is attached hereto and **Exhibit B**.

Adopted by roll call vote as follows:

AYES: 6 – Marquardt, Forster, Oppenheim, Schenk, Koch, Byrne

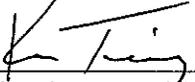
NAYS: 0 - None

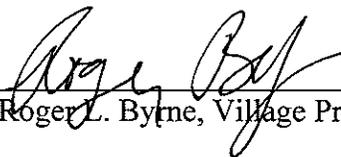
ABSENT AND NOT VOTING: 1 – Takaoka

PASSED: 12/17/2024

APPROVED: 12/17/2024

ATTEST: 12/17/2024

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

  
\_\_\_\_\_  
Roger L. Byrne, Village President



**EXHIBIT A**

**First Amendment to Site Lease**

**T-Mobile Central LLC, 290 Evergreen Drive**

Site # CH73308C  
Market: Chicago

## FIRST AMENDMENT TO SITE LEASE

THIS FIRST AMENDMENT TO SITE LEASE ("First Amendment") is made and entered into by and between The Village of Vernon Hills, an Illinois municipal corporation ("Landlord"), and T-Mobile Central LLC, a Delaware limited liability company, a ("Tenant").

### Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Site Lease dated December 22nd, 2008 (including any prior amendments, the "Lease"), with respect to the Premises located at 290 Evergreen Dr., Vernon Hills, IL 60061.

B. Landlord and Tenant desire to enter into this First Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. The foregoing Recitals are expressly made a part of this First Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Agreement.

2. Effective upon the full execution of this First Amendment, the following is added to Paragraph 1 of the Lease, the Tenant shall have the right to modify the Premises as described and depicted on Exhibit A, which includes an additional 149 sq feet for the placement of a generator, which is attached hereto and by this reference incorporated herein, and Lessor hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects.

3. The following is added to Paragraph 4(a) of the Lease: "As additional consideration for the modification and other rights set forth in the First Amendment, starting on the date that is thirty (30) days after the start of construction of the modifications to the Antenna Facilities, monthly Rent will be increased by \$369.00, partial months to be prorated."

4. The parties' notice addresses set forth in Paragraph 15 of the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile USA, Inc.  
Attn: Lease Compliance/Site No. CH73308C  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

If to Landlord:

Village of Vernon Hills  
Attn: Andrew Jennings  
290 Evergreen Dr.,  
Vernon Hills, IL 60061

5. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions

Site # CH73308C  
Market: Chicago

of the Lease and this First Amendment, the terms and conditions of this First Amendment will govern and control.

6. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

7. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this First Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the date of execution by the last party to sign.

**Village of Vernon Hills**

Signed by: \_\_\_\_\_  
*Kevin Timony*  
By: B615B0EE53E04F3...  
Name: Kevin Timony  
Title: Village Manager  
Date: 12/18/24 | 9:20 AM CST

**T-Mobile Central, LLC**

DocuSigned by: \_\_\_\_\_  
*Lucia Renteria*  
By: 0CED37BCA7214F7...  
Name: LUCIA RENTERIA  
Title: Engineering Development  
Date: 12/03/24 | 12:47 PM PST

TMO Legal  
Digitally signed  
by TMO Legal  
Date:  
2024.11.27  
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DS  
TP

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CF