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CITY OF DANBURY

OFFICE OF THE MAYOR
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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FAX (203) 796-1666
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December 22, 2009

Hon. Members of the City Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: Wireless Edge Lease Amendment Proposal
Multi-Carrier Telecommunications Facility - Peck Road

Dear Council Members:

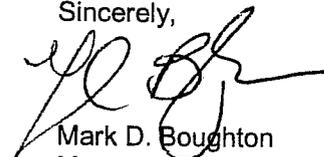
In the 2006, the Common Council approved a multi year lease for a square plot of City-owned land adjacent to the Marjorie Reservoir off Peck Road. While the site as originally approved had some merit because it was further away from the reservoir, after some re-examination of the siting of the monopole, it is recommended that an alternative site in the same proximate area be considered and approved.

The attached, proposed amendment to the original lease describes the intended (new) location slightly due west from the first location, and upon a parcel with an access road and open space area for easy placement. Although Wireless Edge has spent time and resources to obtain approvals for the original site, they have graciously offered to relocate the facility to the new site without cost or obligation to the City, in the interests of accommodating the City's wishes.

The facility will not only be able to accommodate Wireless Edge's business needs, but also public safety needs of the City of Danbury. Additional information and details will be made available upon request or pursuant to committee review.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Mark D. Boughton
Mayor

Attachments

cc: David St. Hilaire, Director of Finance
Antonio Iadarola, P.E., Director of Public Works
David Day, P.E., Superintendent of Public Utilities
Paul D. Estefan, Airport Administrator
John Arthur, Wireless

**AMENDMENT NO. 1
TO
WIRELESS TELECOMMUNICATIONS FACILITY LEASE AGREEMENT**

This AMENDMENT NO. 1 TO WIRELESS TELECOMMUNICATIONS FACILITY LEASE AGREEMENT (this "Amendment"), is made as of the ___ day of _____, 2009 (the "Effective Date"), by and between the City Of Danbury ("Landlord") and Wireless EDGE Fairfield Group LLC ("Tenant").

WHEREAS, Landlord is the owner of certain real property situated in the City of Danbury, County of Fairfield and State of Connecticut located at the Marjorie Water Filtration Plant on Peck Road and more particularly described as Map F05 Parcel 27 in the land records of the City of Danbury (the "Property"); and

WHEREAS, Landlord and Tenant have previously entered into that certain WIRELESS TELECOMMUNICATIONS FACILITY LEASE AGREEMENT dated August 11, 2006 (the "Lease") pursuant to which Landlord has leased to Tenant a portion of the Property more particularly described in Exhibit B to the Lease (the "Premises"); and

WHEREAS, Landlord has requested that Tenant relocate the Premises from the location shown in Exhibit B to the Lease to a new location shown in Exhibit 1 annexed hereto; and

WHEREAS, Tenant is willing to relocate the Premises to the location shown in Exhibit 1; and

WHEREAS, the parties understand and agree that the relocation of the Premises to the location shown in Exhibit 1 shall require modifications to the intended Structure to be built on the Premises, as described in Exhibit C to the Lease.

NOW THEREFORE, in consideration of the mutual promises and conditions herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **The Premises.** Exhibit B is hereby deleted in its entirety and replaced with Exhibit 1 annexed hereto and made a part hereof. From and after the Effective Date, and for all purposes of the Lease, the "Premises" shall be deemed to be that portion of the Property described in Exhibit 1.
2. **The Structure.** Exhibit C is hereby deleted in its entirety and replaced with Exhibit 2 annexed hereto and made a part hereof.
3. **General Terms and Conditions.**
 - (a) All defined terms used in this Amendment, unless otherwise defined herein, shall have the respective meanings ascribed thereto under the Lease.
 - (b) Except as amended hereby, all of the remaining terms and conditions of the Lease, as amended, remain in full force and effect.
 - (c) Landlord and Tenant agree that, if and where in conflict with the Lease, the terms of this Amendment shall be controlling.
 - (d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.
 - (e) The provisions of this Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns.

(f) This Amendment may be executed in one or more counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 To Wireless Telecommunications Facility Lease Agreement to be duly executed and delivered as of the day and year first above written.

Landlord:
City of Danbury

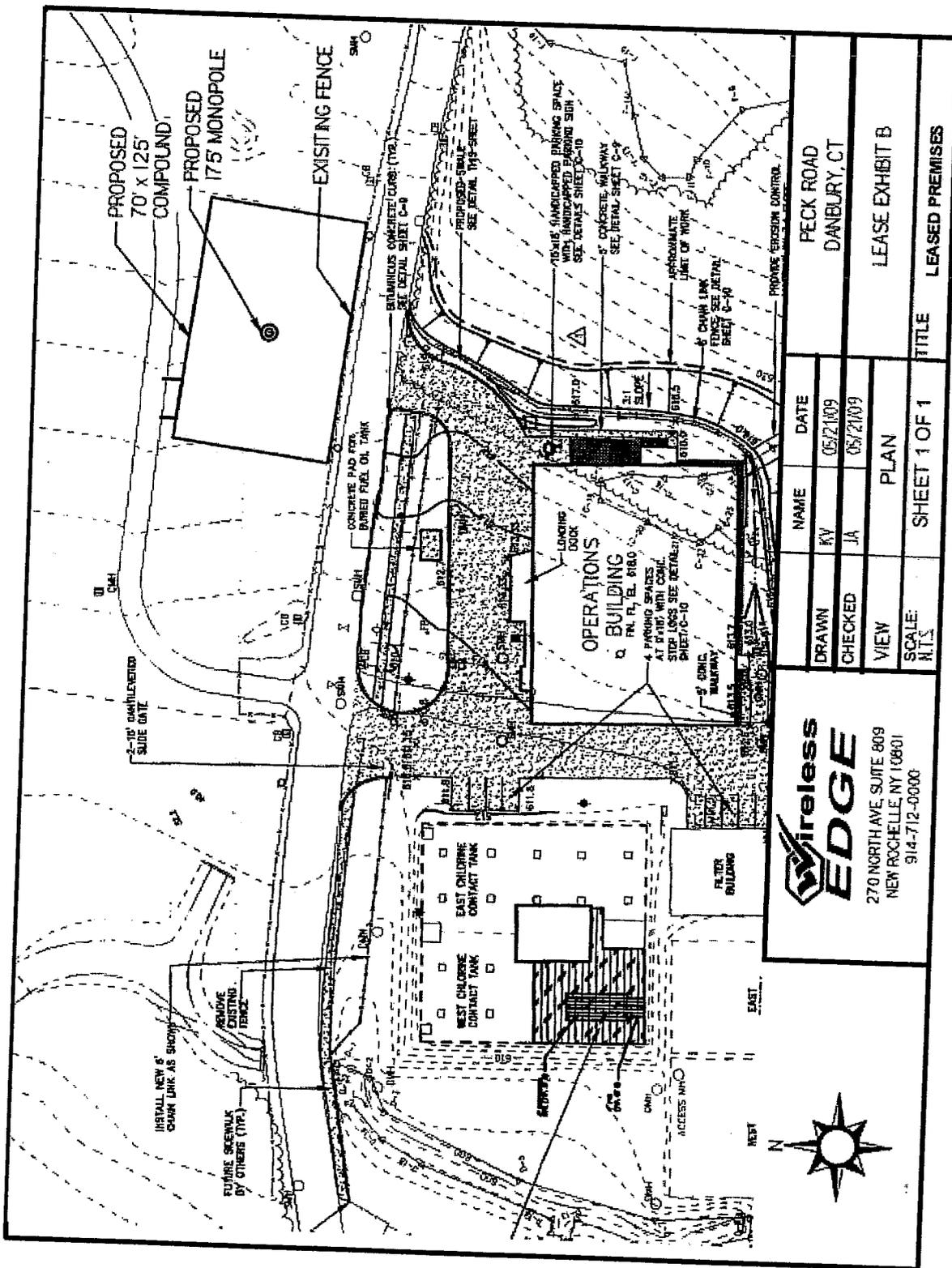
Tenant:
Wireless EDGE Fairfield Group LLC
By: Wireless EDGE Communications LLC

By: _____
Name: Mark D Broughton
Title: Mayor
Date: _____

By: _____
Name: John E. Arthur
Title: Principal
Date: _____

EXHIBIT 1

Premises



NAME	DATE	PECK ROAD DANBURY, CT
DRAWN KV	05/21/09	
CHECKED JA	05/21/09	LEASE EXHIBIT B
VIEW	PLAN	
SCALE: N.T.S.	SHEET 1 OF 1	TITLE LEASED PREMISES

**Wireless
EDGE**
270 NORTH AVE, SUITE 809
NEW ROCHELLE, NY 10801
914-712-0000

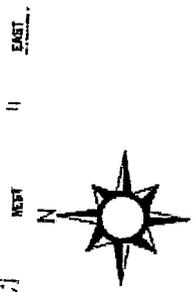
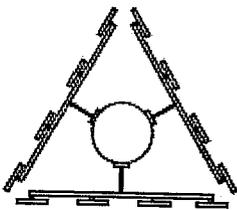
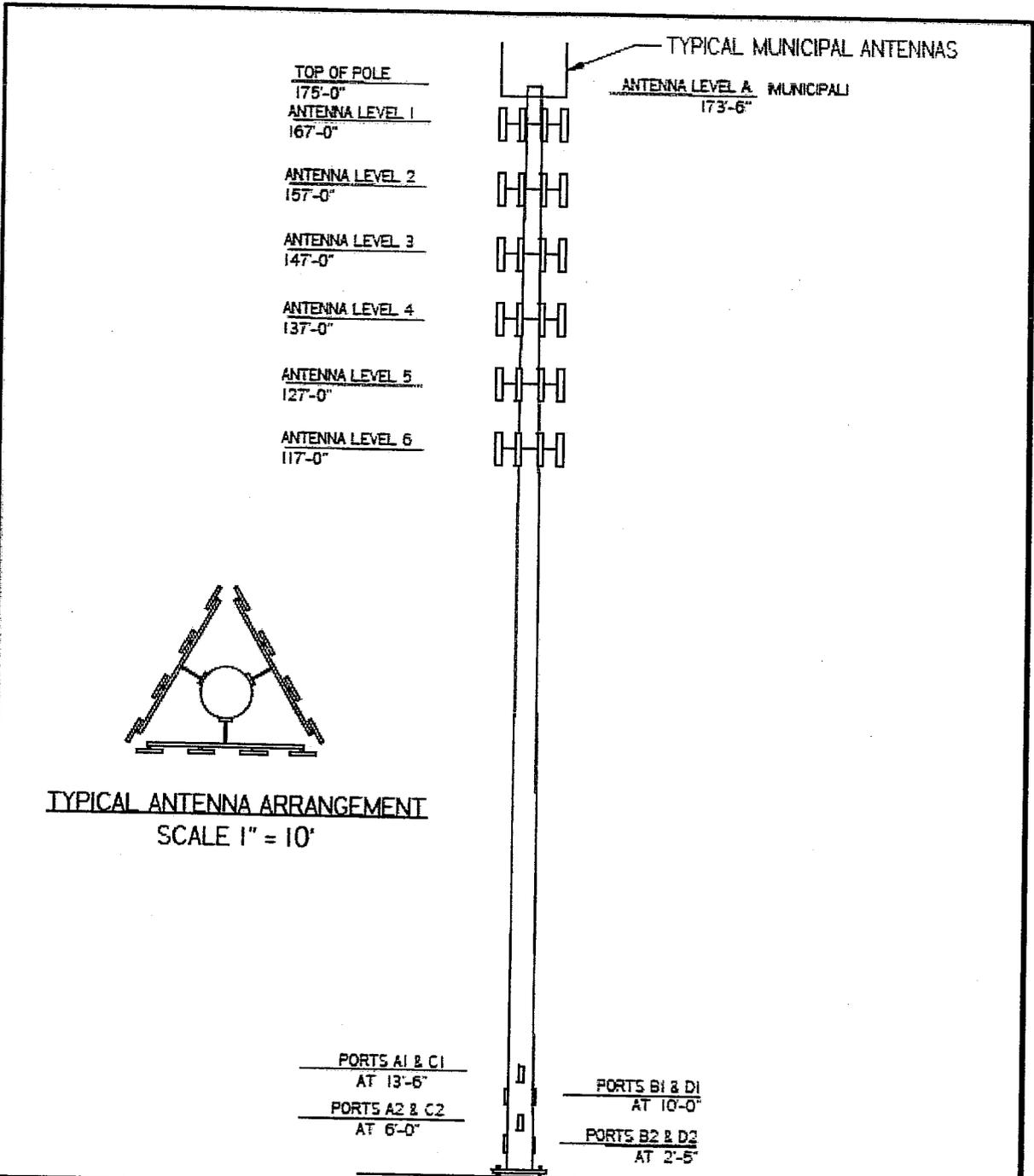


EXHIBIT 2

Structure



TYPICAL ANTENNA ARRANGEMENT
SCALE 1" = 10'

<p>270 NORTH AVE, SUITE 809 NEW ROCHELLE, NY 9141 712-0000</p>		NAME	DATE	PECK ROAD DANBURY, CT
	DRAWN	KV	5/21/09	
	CHECKED	JA	5/21/09	LEASE EXHIBIT B2
	VIEW	ELEVATION		
SCALE: 1 IN = 20 FT	SHEET 2 OF 2		TITLE	MONOPOLE