

AMENDMENT TO AGREEMENT (parking)

This Amendment to Agreement ("Amendment") is hereby entered into as of this 10 day of October, 2014 by and between Illinois Bell Telephone Company (d/b/a "AT&T") and the Village of Arlington Heights, a municipal corporation ("Village").

WITNESSETH:

WHEREAS, the Village and Illinois Bell Telephone Company entered into an Agreement dated September 9, 1985 which, among other things, provided for the exclusive use by AT&T of 22 parking spaces within the Vail Avenue parking garage ("Garage") at no charge and the option to lease an additional 65 parking spaces within the parking garage at rates then charged to other users of the facility;

WHEREAS, both the Village and AT&T acknowledge that, since 1986, the Village has provided AT&T with 22 parking permits for use within the Garage at no charge;

WHEREAS, both the Village and AT&T acknowledge that 65 parking permits for the Garage are currently sold by the Village to AT&T;

WHEREAS, both AT&T and the Village desire to amend the Agreement to expand the number of parking permits provided to AT&T upon all of the following terms and conditions,

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Village and AT&T hereby agree as follows:

1. AT&T shall continue to be provided with 22 parking permits for the Garage at no charge through 2026.

2. Effective January 1, 2015 the number of Garage parking permits sold by the Village to AT&T shall be increased by 100 for a new total of 165.

3. Effective January 1, 2015 the current monthly charge for the permits shall be \$4,950, based upon \$30 x 165 permits. This charge will be

adjusted at such time as the Village changes the rate for other daytime permit holders, so that the rate charged is the same as the rate for other users of the facility.

4. AT&T shall have the right to reduce the number of permits purchased by providing the Village with prior notice at least two full calendar months in advance of the intended effective date. Once the number of permits has been reduced pursuant to AT&T's request, any subsequent request by AT&T for an increase will be granted only in the sole discretion of the Village, after determining the availability of permits in the Garage.

5. It is mutually agreed that all covenants, conditions and agreements set forth in this Amendment shall remain binding upon the parties and inure to the benefit of the parties hereto and their respective successors and assigns. Each party represents to the other that such party has full power and authority to execute this Amendment.

6. Except as modified herein all other terms and conditions of the Agreement shall remain unchanged and in full force and effect are hereby ratified and confirmed by the parties hereto.

7. Except as otherwise expressly provided herein, all defined terms shall have the meanings ascribed to them in the Agreement.

8. Any inconsistencies or conflicts between the terms and provisions of the Agreement and the terms and provisions of this Amendment shall be resolved in favor of the terms and provisions of this Amendment.

9. This Amendment shall not be modified except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date indicated above.

Illinois Bell Telephone Company

By: 

Name: Rich Wagner

Title: Director

Village of Arlington Heights

By: _____

Name: _____

Title: _____