

Sponsor: Olive

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Second Amendment to Building and Roof Lease Agreement among the City of Florence, Lauderdale County, and T-Mobil South, LLC, is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor and City Clerk are hereby authorized, respectively, to execute and attest such Amendment on behalf of the City of Florence.

ADOPTED this _____ day of _____, 2018.

CITY COUNCIL

APPROVED this _____ day of _____, 2018.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2018.

CITY CLERK

SECOND AMENDMENT TO BUILDING AND ROOF LEASE AGREEMENT

This Second Amendment to BUILDING AND ROOF LEASE AGREEMENT (the "Amendment") is effective as of the date of execution by the last party to sign (the "Effective Date") by and between City of Florence, Alabama, and Lauderdale County, Alabama ("Lessor") and T-Mobile South LLC, a Delaware limited liability company ("Lessee") (collectively, the "Parties").

Lessor and Lessee (or their predecessors-in-interest) entered into that Certain Building and Roof Lease Agreement dated June 30, 1996, as amended by the Amendment To Building And Roof Lease Agreement dated April 9, 2001 (collectively, the "Lease") regarding Lessor's leased area ("Premises") located at 102 S. Court Street, Florence, AL 35630 (the "Property").

NOW, for good and valuable consideration, Lessor and Lessee agree as follows:

1. The Lease is in full force and effect and neither Lessor nor Lessee is in breach under the terms of the Lease.
2. At the expiration of the Lease, the Term of the Lease will automatically be extended for three (3) additional and successive five (5) year terms (each a "Renewal Term"), provided, that Lessee may elect not to renew by providing Lessor thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Lessee shall pay Lessor One Thousand Six Hundred Sixty-Nine and 25/100 Dollars (\$1,669.25) per month ("Rent") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted, effective on the first day of the second Renewal Term and each subsequent Renewal Term, by an amount equal to fifteen percent (15%) over the Rent for the immediately preceding Renewal Term.
4. Lessee shall have the right to transmit and receive on any and all frequencies for which Lessee has been granted a license by the FCC.
5. Any charges payable under the Lease other than Rent shall be billed by Lessor to Lessee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Lessor.
6. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ 9C00170A

If to Lessor:

City of Florence
102 S. Court Street
Suite 400
Florence, AL 35630

7. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
8. Lessor will execute a Memorandum of Lease at Lessee's request. If the Property is encumbered by a deed, mortgage, or other security interest, Lessor will also execute a subordination, non-disturbance, and attornment agreement.
9. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.
10. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
11. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Lessor:

Lessee:

City of Florence, Alabama,

T-Mobile South LLC, a Delaware limited liability company

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

T-Mobile Contract Attorney

Lauderdale County, Alabama

By: _____

Print Name: _____

Title: _____

Date: _____