

**AMENDMENT NO. 1**

**ANTENNA LEASE AGREEMENT**

**T-MOBILE WEST LLC**  
2711 Log Cabin Rd. SW  
Olympia, Washington 98501  
SE05158A/Log Cabin

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**THIS FIRST AMENDMENT** is effective as of the date of the last authorizing signature affixed hereto. The parties to this First Amendment are the **CITY OF OLYMPIA**, a Washington municipal corporation (“Olympia”), and **T-MOBILE WEST LLC**, a Delaware limited liability company, successor in interest to VoiceStream PCS III, a Delaware corporation (“Lessee”). Olympia and Lessee are sometimes hereinafter referred to collectively as the “Parties” and each individually as a “Party”.

**Recitals**

- A. On October 19, 2005, Olympia and Lessee entered into an *Antenna Lease Agreement* for the Log Cabin Storage Tank Site located at 2711 Log Cabin Rd. SW, Olympia, Washington (the “Lease Agreement”).
- B. The term of the Lease Agreement was to run until October 31, 2010, with the opportunity to negotiate an additional five (5) year term. The Parties acknowledge that the Lease Agreement expired by its terms and Lessee has been a month-to-month tenant under the terms of the Lease Agreement since November 1, 2010.
- C. Olympia and Lessee desire to ratify and amend the Lease Agreement to extend the term of the Lease Agreement with an increase in Basic Rent.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease Agreement.
2. The Parties hereby acknowledge that: (i) Lessee’s antenna facilities have previously operated and continue to operate in the Area on the Property pursuant to the terms of the Lease Agreement, (ii) the Lease is currently valid and in good standing, and (iii) they now desire to amend the Lease Agreement.
3. Section 3 of the Lease Agreement, is hereby amended as follows:  
  
T-Mobile has paid \$15,882.24 for each year from 2010 through 10/31/2016. A 4% escalator has applied to that site since the 2011-12 term, based upon the 2010 extension of the 2005 contract. Accordingly, T-Mobile owes the City \$14,266.92 for the seven years when it did not pay the escalator.  
  
Beginning on or before November 1, 2016, Lessee shall pay rent to Olympia in the sum of Twenty Thousand Ninety-six and 10/100 (\$20,096.10)

annually (“Basic Rent”). Thereafter, the Basic Rent shall be due and payable annually on or before November 1<sup>st</sup> of each year. The Basic Rent shall increase beginning November 1, 2017, and on November 1<sup>st</sup> of each year thereafter, by four percent (4%) over the Basic Rent in effect for the immediately preceding year. Therefore, T-Mobile shall pay the City the sum of \$34,363.02 on or before November 1, 2016, to commence the first annual term under this amendment.

In addition to the Basic Rent, Lessee shall also pay to the Olympia Director of Finance & Budget applicable leasehold excise taxes, if any, assessed pursuant to RCW 82.29A and OMC 3.36, at the same time as the Basic Rent. If any Basic Rent payment is not received by Olympia as set forth in the Lease Agreement, as amended, the past due amount shall bear interest at the rate of twelve percent (12%) per annum, or any portion thereof, until paid in full.

4. Section 6 of the Lease Agreement, is hereby amended by adding the following:

The second term of the Lease Agreement shall commence November 1, 2016 and shall run through October 31, 2021. If the Parties wish to extend the term of the Lease Agreement, Olympia and Lessee may enter into negotiations for a five (5) year renewal term of this Lease at least one hundred eighty (180) days prior to the expiration of the term of the Lease Agreement, unless the Parties mutually agree otherwise.

5. Section 8 of the Lease Agreement is hereby amended by replacing the notice address of the Lessee with the following:

T-Mobile West LLC  
Attn: Leasing Administrator, Site # SE05158A  
12920 SE 38th Street  
Bellevue, WA 98006

6. Section 9 of the Lease Agreement is hereby amended by adding the following:

The City of Olympia is developing engineering standards for telecommunications equipment at drinking water utility sites. Those standards are expected to be formally adopted in 2016, as measures which are essential to public health, safety and welfare. The adopted standards will be applicable to new applications for building and related permits for new or modified installations of telecommunications equipment at drinking water utility sites.

7. The Parties hereby ratify and reaffirm the Lease Agreement. The Parties hereby confirm that the Lease Agreement, as amended by this First Amendment, remains in effect.

8. All remaining provisions of the Lease Agreement not here amended or supplemented shall remain as written in said Lease Agreement, and shall continue in full force and effect.

9. This First Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this First Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this First Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this First Amendment and without the requirement that the unavailability of such original, executed counterpart of this First Amendment first be proven.

10. Each Party hereto represents and warrants to the other that all necessary corporate authorizations required for execution and performance of this First Amendment have been given and that the undersigned officer of each Party is duly authorized to execute this First Amendment and bind the Party for which it signs.

IN WITNESS WHEREOF, the Parties, having read the foregoing and intending to be legally bound hereby, have caused this First Amendment to be executed by their duly authorized representatives as of the date(s) written below.

**CITY OF OLYMPIA**

By: \_\_\_\_\_  
Steven R. Hall  
City Manager  
P.O. Box 1967

Date: \_\_\_\_\_

APPROVED AS TO FORM:



Mark Barber  
City Attorney

**T-MOBILE WEST LLC**

By:  \_\_\_\_\_  
(Signature)

**Philip Hankins**  
\_\_\_\_\_  
(Printed Name) Sr. Area Director  
Network Engineering & Operations

Its: \_\_\_\_\_  
(Title)

Date: 11/17/16

**Melanie K.  
Kiely**

Digitally signed by Melanie K. Kiely  
DN: cn=Melanie K. Kiely, o,  
ou=Legal Affairs,  
email=melanie.kiely@t-  
mobile.com, c=US  
Date: 2016.11.01 11:59:35 -07'00'