

AMENDMENT NO. 1

**ANTENNA LEASE AGREEMENT
T-MOBILE WEST LLC
505 Birch Street NW
Olympia, Washington 98502
SE05034A/ Capital Mall -TCI**

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 Western PCS BTA I Corporation, 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 June 25, 1998, Olympia and Lessee entered into an *Antenna Lease Agreement* for the Birch Storage Tank Site located at 505 Birch Street NW, Olympia, Washington (the “Lease Agreement”).
- B. The term of the Lease Agreement was to run through July 2008, 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 August 1, 2008.
- 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:

Beginning on or before November 1, 2016, Lessee shall pay rent to Olympia in the sum of Twelve Thousand Eight Hundred Forty-four and 00/100 Dollars (\$12,844.00) annually (“Basic Rent”). Thereafter, the Basic Rent shall be due and payable annually on or before November 1st of each year. The Basic Rent shall increase beginning November 1, 2017, and on

November 1st of each year thereafter, by four percent (4%) over the Basic Rent in effect for the immediately preceding year.

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 #SE05034A
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: 2016.11.04 16:19:32 -07'00'