

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between the City of Pinellas Park, Florida, a municipal corporation ("**City**") and T-Mobile South LLC, a Delaware limited liability company, previously referred to as "APT" ("**T-Mobile**") (each a "**Party**", or collectively, the "**Parties**").

City and T-Mobile (or their predecessors-in-interest) entered into that certain License Agreement dated August 26, 1999, (the "**Agreement**") regarding the leased premises ("**Premises**") located at 86th Avenue and 47th Street, Pinellas Park, FL 33782 (the "**Property**").

For good and valuable consideration, City and T-Mobile agree as follows:

1. At the expiration of the Agreement, the term of the Agreement will automatically be extended for four (4) additional and successive five (5) year terms (each a "**Renewal Term**"), provided that T-Mobile may elect not to renew by providing City at least thirty (30) days' notice prior to the expiration of the then current Renewal Term.
2. At the commencement of the first Renewal Term, T-Mobile shall pay City annual rent in the amount of Twenty-Four Thousand Three Hundred Ninety-Three and 32/100 Dollars (\$24, 393.32) per year (the "**Rent**"). Where duplicate Rent would occur, a credit shall be taken by T-Mobile for any prepayment of Rent by T-Mobile.

Rent shall be adjusted annually on each anniversary of the Renewal Term by an amount equal to three percent (3%) over the Rent for the immediately preceding year. This new Rent and Rent adjustment shall supersede and replace any prior rent and rent adjustments.

3. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. City or T-Mobile may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to T-Mobile:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ Site A2H0039A

If to City:

City of Pinellas Park
P.O. Box 1100
Pinellas Park, FL 33780-100
Attn: Water Division Director

4. T-Mobile and City will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
5. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
6. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Amendment will legally bind the Parties to the same extent as originals.
7. 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. City represents and warrants to T-Mobile that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
8. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

**the City of Pinellas Park, Florida,
a municipal corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

T-MOBILE:

**T-Mobile South LLC,
a Delaware limited liability company**

By: _____

Print Name: _____

Title: _____

Date: _____

T-Mobile Contract Attorney, as to form

Witnesses

By: _____

Print Name: _____

By: _____

Print Name: _____

Witnesses

By: _____

Print Name: _____

By: _____

Print Name: _____

Approved as to form and correctness:

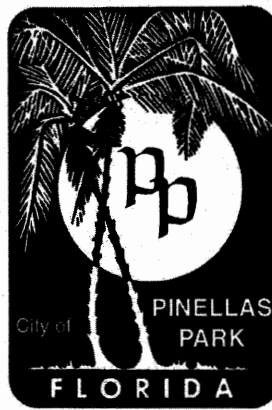
James W. Denhardt, City Attorney

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

October 2, 2020

Ms. Shannon Coughlin
Economic Development Manager
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #20-262
T-Mobile First Amendment to License Agreement

Dear Ms. Coughlin:

I received and reviewed the First Amendment to License Agreement with T-Mobile. After the City's signature block there should be an additional signature line for the City Attorney to approve as to form and correctness (please see example below).

Approved as to form and correctness:

James W. Denhardt, City Attorney

Once the above-mentioned changes are incorporated into the Agreement, I would otherwise approve of the Agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Benjamin Ziskal, Community Development Administrator
Nick Colonna, Planning & Development Services Director

JWD/cb

20-262.10022020.LSC.T-Mobile First Amend. to License Agmt



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