

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2024-029

Authorizing the City Manager to execute a License Agreement between the City of Columbia and T-Mobile Northeast LLC for the use of the Columbia Water Horrell Hill Elevated Water Storage Tank Site

BE IT RESOLVED by the Mayor and City Council this 21st day of May, 2024, that the City Manager is authorized to execute the attached License Agreement, or on a form approved by the City Attorney, between the City of Columbia and T-Mobile Northeast LLC for the use of the Columbia Water Horrell Hill Elevated Storage Tank Site, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Shealy

Approved by:

Cheresa B. Wilson
City Manager

Approved as to form:

[Signature]
City Attorney

Introduced: 5/21/2024

Final Reading: 5/21/2024

[Signature]
Mayor

ATTEST:

Trika D. Hammond
City Clerk

FIRST AMENDMENT TO CITY OF COLUMBIA RICHLAND COUNTY SOUTH CAROLINA LICENSE TO TRITON PCS PROPERTY COMPANY L.L.C.

This First Amendment to City of Columbia Richland County South Carolina License to Triton PCS Property Company L.L.C. (the "**First Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between City of Columbia ("**City**"), and T-Mobile South LLC, a Delaware limited liability company successor in interest to Suncom Wireless Operating Company, L.L.C. successor by merger to Triton PCS Property Company L.L.C. ("**Licensee**") (each a "**Party**", or collectively, the "**Parties**").

City and Licensee (or their predecessors-in-interest) entered into that certain City of Columbia Richland County South Carolina License to Triton PCS Property Company L.L.C. dated June 26, 2001, (the "**License**") regarding the licensed premises located at Horrell Hill, Richland County (the "**Property**").

For good and valuable consideration, City and Licensee agree as follows:

WHEREAS, Owner and Alltel hereby desire to amend the Agreement in order to extend the term and to otherwise modify the Agreement as hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. The above recitals are incorporated herein by reference. Except as expressly set forth in this Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
2. Effective upon the expiration of the current term, the Agreement shall automatically be extended for four (4) additional five (5) year terms unless Licensee terminates the Agreement at the end of the then current term by giving the City written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
3. Commencing June 20, 2024, the annual rental shall be \$33,166.00. On each June 20th thereafter during the additional terms granted hereinabove, the annual rental shall increase by three percent (3%) over the annual rental paid during the immediately preceding lease year.
4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. The Parties hereby ratify the Agreement, as amended by this Amendment.
5. The Agreement and this Amendment contain all agreements, promises or understandings between the City and Licensee and no verbal or oral agreements, promises or

understandings shall be binding upon either the City or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment. Each of the Parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

- 6. 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 Licensee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Licensee:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ 8CO0287C

If to City:
City Manager
P.O. Box 147
Columbia, South Carolina 29217

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated herein.

City:

City of Columbia

By: *Teresa B. Wilson*
Print Name: Teresa B. Wilson
Title: City Manager
Date: 7/9/2024

Licensee:

T-Mobile South LLC, a Delaware limited liability company

By: *[Signature]*
Print Name: BILL LAM
Title: MANAGER
Date: 6/20/2024

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
12/27/2023

