

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Second Amendment to the Site Agreement with T-Mobile Central, LLC, for the lease of a communications tower located at 3310 N.E. Rennau Drive, Lee's Summit, MO, within Fleming Park for funds payable to the County.

RESOLUTION NO. 19624, October 30, 2017

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Resolution 11486, dated October 28, 1996, the Legislature did authorize a Site Agreement to allow the location of a communications tower and associated equipment at 3310 N.E. Rennau Drive, Lee's Summit, MO, within Fleming Park, for specified rental payments; and,

WHEREAS, by Resolution 16434, dated October 29, 2007, the Legislature did authorize the First Amendment to the Site Agreement for the lease of additional space at this location; and,

WHEREAS, said Site Agreement expires December 31, 2017, and T-Mobile Central, LLC, has submitted a request to renew the Site Agreement for five additional and successive five-year terms, for funds payable to the County; and,

WHEREAS, execution of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the

County Executive be and hereby is authorized to execute the attached Second Amendment to Site Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19624 of October 30, 2017, was duly passed on November 6, 2017 by the Jackson County Legislature. The votes thereon were as follows:


Yeas 8

Nays 0

Abstaining 0

Absent 1

11-6-17
Date


Mary Jo Spino, Clerk of Legislature

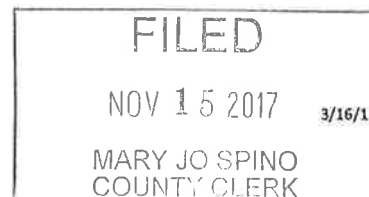
SECOND AMENDMENT TO SITE AGREEMENT

This Second Amendment to Site Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Jackson County, Missouri, a Missouri county ("**Owner**") and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**") (collectively, the "**Parties**").

Owner and Tenant (or their predecessors-in-interest) entered into that certain Site Agreement dated November 18, 1996, including the First Amendment to Site Agreement dated August 31, 2010, (collectively, the "**Agreement**") regarding Owner's leased area ("**Premises**") located at 3310 N.E. Rennau Drive, Lee's Summit, Jackson County, Missouri 64064 (the "**Property**").

NOW, for good and valuable consideration, Owner and Tenant agree as follows:

1. The Agreement is in full force and effect and neither Owner nor Tenant is in breach under the terms of the Agreement.
2. At the expiration of the Agreement, the Term of the Agreement will automatically be extended for five (5) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Tenant may elect not to renew by providing Owner 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, Tenant shall pay Owner Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) 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 ten percent (10%) over the Rent for the immediately preceding Renewal Term.
4. Tenant shall have the right to assign, or otherwise transfer the Agreement, upon Tenant's delivery to Owner of written notice of any assignment, or transfer by Tenant. Tenant shall be relieved of all liabilities and obligations and Owner shall look solely to the assignee, or transferee for performance under the Agreement. Upon receipt of a written request from Tenant, Owner shall promptly execute an estoppel certificate. Tenant shall have the right to sublease the Agreement without the need for Owner consent.
5. 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. Owner or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/A5C0027C

If to Owner:

Jackson County, Missouri
415 East 12th Street
Kansas City, MO 64106

- 6. 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.
- 7. 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.
- 8. 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.

Owner:

Jackson County, Missouri, a Missouri county

By: 

Print Name: Frank White, Jr.

Title: County Executive

Date: 11-14-2017

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

By: 

Print Name: Allan Tantillo

Title: Sr. Director, National Development

Date: 10/30/2017

 10/23/17
T-Mobile Contract Attorney

ATTEST:


Clerk of the County Legislature

APPROVED AS TO FORM


County Counselor