

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A THIRD AMENDMENT TO ROOFTOP TELECOMMUNICATIONS LICENSE AGREEMENT BETWEEN THE TOWN OF ADDISON AND COP SPECTRUM CENTER, LLC F/K/A GPI SPECTRUM, LLC, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**Section 1.** The Third Amendment to Rooftop Telecommunications License Agreement between the Town of Addison and COP Spectrum Center, LLC f/k/a GPI Spectrum, LLC, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 24<sup>th</sup> day of June 2019.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

## THIRD AMENDMENT TO ROOFTOP TELECOMMUNICATIONS LICENSE AGREEMENT

This THIRD AMENDMENT to the ROOFTOP TELECOMMUNICATIONS LICENSE AGREEMENT (this "**Third Amendment**"), dated effective October 31, 2018, is made and entered into by and between **COP SPECTRUM CENTER, LLC**, formerly known as **GPI SPECTRUM , LLC**, ("Owner"), and **TOWN OF ADDISON, TEXAS** ("Provider").

### WITNESSETH:

WHEREAS, the Owner and Provider entered into that certain Rooftop Telecommunications License Agreement dated effective October 21, 2003 (the "Agreement"); and

WHEREAS, subsequently, the parties entered into a First Amendment to Rooftop Telecommunications License Agreement dated effective October 1, 2008 ("First Amendment") and that certain Second Amendment to Rooftop Telecommunications License Agreement dated effective November 13, 2013 ("Second Amendment"); and

WHEREAS, Owner and Provider now desire to enter into this Third Amendment to the Agreement to extend the Term for an additional five (5) years and include two (2) five (5) year renewal options and confirm the Monthly License Fee.

NOW, THEREFORE, in consideration of the mutual obligations set forth in this Amendment and in the License Agreement, Owner and Provider hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein as if set forth verbatim.
2. Amendment to Agreement. The Agreement is hereby amended as follows:
  - a. The term of the Agreement is hereby amended to: (1) extend the term for an additional five (5) years commencing November 1, 2018 and expiring October 31, 2023; and (2) so long as the Provider is not then in default under the terms of Agreement, as amended, Provider is hereby granted the option to renew the Term for two (2) additional five (5) year terms. The renewal options shall be automatic unless the Owner or Provider gives notice of intent not to renew one hundred eighty (180) days prior to the end of the then present term.

- b. The License Fee for the new term shall be \$2,426.08 per month effective November 1, 2018 and shall be subject to the 3% annual escalation as stated in the original Agreement.
3. Counterparts. This Third Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is deemed to be an original for all purposes. If so executed, each of such counterparts shall, collectively, constitute one Amendment No. 1. An electronic signature will also be deemed to constitute an original if properly executed.
4. Defined Terms/Ratification of Agreement. Any term not defined herein shall be deemed to have the same definition identified in the Agreement. Except as expressly amended herein, all of the terms, provisions, covenants, and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect.
5. Authority to Execute. The individuals executing this Third Amendment represent and warrant that they are empowered and duly authorized to execute this Third Amendment on behalf of the parties they represent.
6. Entire Agreement/Amendment. The Agreement, the First Amendment, Second Amendment and this Third Amendment embody the entire agreement between the parties regarding the subject matter hereof. There are no oral understandings or arrangements between the parties regarding the subject matter hereof.
7. Venue. This Third Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas.
8. Assignment. This Third Amendment may not be assigned except as authorized by the Agreement.

**PROVIDER:**

**TOWN OF ADDISON**  
a Texas municipality

By: \_\_\_\_\_

Name: Wesley S. Pierson

Its: City Manager

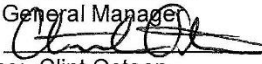
Date: \_\_\_\_\_, 2019

**OWNER:**

**COP SPECTRUM CENTER, LLC**  
a Texas limited liability company

By: Granite Properties, Inc.,  
a Delaware corporation

Its: General Manager

By:  \_\_\_\_\_

Name: Clint Osteen

Its: Sr. Director, IT

Date: 6/18, 2019

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF Texas §  
COUNTY OF Colin §

BEFORE ME, the undersigned authority, on this day personally appeared **Clint Osteen** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for Clint Osteen and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18<sup>th</sup> day of June, 2019.

Bretley Roche  
Notary Public in and for the State of Texas  
My Commission Expires: 03/11/2020

