



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/13/2022

File ID: TMP-2150

Department: City Attorney

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute and enter into an Agreement and First Amendment to Sublease Agreement between the City of Huntsville and Crown Castle GT Company, LLC, concerning the communication site at the Metro Kiwanis Sportsplex, and to execute the Memorandum of First Amendment to Sublease Agreement associated therewith and appended thereto.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

Address: NA

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, for and on behalf of the City, to enter into and execute: (i) the Agreement & First Amendment to Sublease Agreement between the City of Huntsville, a municipal corporation, and Crown Castle GT Company LLC, a Delaware limited liability company, along with (ii) Memorandum of First Amendment to Sublease Agreement which is attached as Exhibit 2 to said Agreement, which said Agreement along with exhibits is substantially in words and figures as that certain document attached hereto and identified as Agreement & First Amendment to Sublease Agreement between the City of Huntsville and Crown Castle GT Company, LLC, consisting of eighteen (18) pages including of Exhibits 1 and 2, and the date of October 13, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tempore of the City Council, with an executed copy of same being kept on file permanently in the Office of the City Clerk-Treasurer of the City of Huntsville. The City Clerk-Treasurer is authorized to attest thereto.

ADOPTED this the 13th day of October, 2022.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 13th day of October, 2022.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT & FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS AGREEMENT & FIRST AMENDMENT TO SUBLEASE AGREEMENT (the “**Agreement & First Amendment**”) is made and entered into as of the ____ day of _____, 2022, by and between **CITY OF HUNTSVILLE**, an Alabama municipal corporation (“**Sublessor**”), and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company (“**Sublessee**”).

WITNESSETH:

WHEREAS, Alabama Space Science Exhibit Commission, as lessor, and Sublessor, as lessee, were parties to that certain original lease dated April 23, 1981, and are parties under a now-current long-term lease recorded in the Real Estate Records of the Probate Judge’s Office of Madison County, Alabama as Document No. 20100805000436200 (the “**Lease**”), which expires according to its terms up to and including July 31, 2084; and

WHEREAS, with respect to a portion of the real property subject to the Lease, Sublessor and Sublessee are the current parties to that certain Sublease Agreement dated as of December 17, 1998, (City of Huntsville Resolution No. 98-1033) by and between Sublessor and Sublessee (as successor by assignment to GTE Mobilnet of Huntsville Incorporated) (the “**Sublease**”), of which a Memorandum of Sublease was recorded in Book 946, Page 828 in Office of the Judge of Probate of Madison County, Alabama (the “**MOL**”); and

WHEREAS, the Sublease includes a sublease to Sublessee of the Communication Site, which is legally described in **Exhibit E** to the Sublease, and a nonexclusive license to Sublessee for ingress and egress to its Communication Site over the Access Way, which is legally described in **Exhibit F** to the Sublease (which Communication Site and Access Way, collectively, are referred to as the “Premises” and which are legally described in **EXHIBIT 1** hereto, which is incorporated herein by reference as if fully set forth); and

WHEREAS, the Sublease is set to expire according to its terms on December 17, 2023; and

WHEREAS, the parties hereto are desirous of amending the Sublease, including, but not limited to, extending its term(s), and of otherwise agreeing to a waiver of certain rent increase; and

WHEREAS, Sublessor has determined that it does not need the subleased premises for public or municipal purposes, except as provided in the Sublease in the case of maintaining a lighting fixture on the communication tower erected by the Sublessee under the terms of the Sublease, and the sublease of the premises benefits the public by allowing the Sublessor to derive revenue from the sublease of available space on its leased premises and by reducing the number of communications towers which are erected in the City of Huntsville by providing for collocation.

NOW, THEREFORE, for and in consideration of (a) the foregoing premises, which are incorporated herein by reference, (b) the mutual agreements, covenants, provisions and terms hereinafter set forth, and (c) other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Sublessor and Sublessee hereby agree as follows:

SECTION 1. FIRST AMENDMENT TO SUBLEASE AGREEMENT. The parties hereto agree that the Sublease (which Sublease, including, but not limited to, the exhibits thereto, is incorporated herein by reference as if fully set forth verbatim) shall be amended in part, as hereinafter set forth in this SECTION 1 (the “**First Amendment**”), with all other agreements, covenants, provisions and terms of the Sublease remaining in full force and effect.

1.1 Paragraph 2 (Term and Option) of the Sublease is hereby amended to read as follows:

2. Term.

(a) Renewal Term. Under the Sublease Agreement entered into December 17, 1998 (City of Huntsville Resolution No. 98-1033), the last Additional Extended Term is set to expire on December 17, 2023. Upon the expiration of the said last Additional Extended Term of the Sublease on December 17, 2023, and starting on December 18, 2023, the Sublease shall automatically be extended for a period of twenty (20) years up to and including December 17, 2043, unless terminated sooner in accordance with the applicable provisions of the Sublease (hereinafter referred to as the “Renewal Term”).

(b) Holding Over. If Sublessee shall hold over beyond the term of this Sublease, Sublessee shall become a tenant-at-sufferance on a month-to-month basis on the same terms and conditions of this Sublease, and pay monthly rent in double the amount of the Base Rent, which was payable by Sublessee during the immediately preceding month, and such month-to-month tenancy may continue until either party hereto serves upon the other written notice of its intention to terminate such tenancy with thirty (30) days prior written notice.

1.2 Paragraph 3 (Rent) of the Sublease is hereby amended to read as follows:

3. Rent.

(a) Base Rent.

(i) Subject to subpart (ii) below, effective December 18, 2023, Sublessee shall pay Sublessor each year during the Renewal Term of this Sublease as rent for the right to use and occupy its Premises in accordance with the provisions of this Sublease the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (hereinafter referred to as "Base Rent"). Sublessee shall pay Base Rent for the first year within ten (10) days from the “Commencement Date of the Renewal Term” (i.e. December 18, 2023), and Sublessee shall pay Sublessor Base Rent annually in advance on each anniversary of the Commencement Date of the Renewal Term. Base Rent shall be increased each year for the Renewal Term as described hereafter in subparagraph 3(c) below.

(ii) Until the commencement of the Renewal Term on December 18, 2023, Base Rent, and its annual adjustment in accordance with the rent adjustment provision of subparagraph 3(c) of the Sublease, shall continue to be governed by the terms, conditions and provisions of the Sublease Agreement entered into December 17, 1998 (City of Huntsville Resolution No. 98-1033).

(b) Late Charge. Sublessee shall pay Sublessor a late payment charge equal to five percent (5%) of the late payment for any payment not paid within 5 days of the due date. Any amounts not paid within 5 days of the due date shall also bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

(c) Rent Adjustment.

(i) Subject to subpart (ii) below, effective December 18, 2024 and on each anniversary of such date thereafter (the "**Adjustment Date**") and continuing for the duration of the Sublease, including, but not limited to, any hold-over period, the Base Rent shall be increased by the greater of (1) four percent (4%) over the Base Rent payable in the immediately preceding lease year; or (2) the increase in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items (1982-84 = 100) (the "**Index**"). The increase based on the Index shall be determined by dividing the Index published three (3) months prior to the Adjustment Date by the Index published fifteen (15) months prior to such Adjustment Date, and multiplying the resultant number by the Base Rent due in the immediately preceding lease year. If the Index is converted to a different standard reference base or otherwise revised, the adjustment set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics. If the CPI is discontinued and there is no successor index, then Sublessor shall in good faith select a comparable index to replace the CPI.

(ii) Until December 18, 2023, the annual rent adjustment shall continue to be governed by the terms and conditions of the Sublease Agreement entered into December 17, 1998 (City of Huntsville Resolution No. 98-1033).

(d) Reimbursement Formula. In the event Sublessee is due a reimbursement of Base Rent prepaid annually according to the provisions of this Sublease, then Sublessor shall refund a prorated amount of Base Rent to be computed by multiplying the number of full months remaining in the year for which Base Rent was paid times 1/12 of the then-effective per annum rental payment paid in accordance with subparagraphs 3(a) or (f) of this Sublease, less any costs, damages or other obligations that may be imposed upon Sublessee under the terms of this Sublease ("Reimbursement Formula"); provided, however, in no event shall Sublessee be reimbursed any prepaid Base Rent in the event this Sublease terminated for Sublessee's default.

(e) Additional Rent.

(i) In accordance with paragraph 6 below, the Communication Site, including the communications tower and ancillary support facilities and structures installed and operated thereon (collectively the tower and support facilities and structures

shall be referred to hereafter as "Communications Facility"), were constructed so as to accommodate at least one (1) additional telecommunication provider ("Other Provider"), in addition to GTE Mobilnet of Huntsville Incorporated ("GTE"), as the original Sublessor and primary occupant of the Communication Site. Subject to subpart (ii) below, for each Other Provider(s), which term includes, but is not necessarily limited to, any subtenant, licensee, or other party having any right of occupancy or use in the Communications Facility, the Sublessee shall pay to the Sublessor as "Additional Rent" fifty (50%) percent of the value of any consideration paid or provided by such Other Provider(s), including without limitation, in-kind services, rental payments and all adjustments and additions. Such Additional Rent shall be paid from the Sublessee to the Sublessor within thirty (30) days of the date such consideration is due to the Sublessee from such Other Provider(s).

(ii) Verizon Wireless (or its successors or assigns) has been identified by Sublessee as the telecommunication provider that succeeded to GTE's primary occupancy on the Communication Site (the "Primary Provider") and so the parties hereto agree that any consideration received by Sublessee from the Primary Provider shall not be included in calculation of the Additional Rent, conditioned, however, as follows:

(1) If the Primary Provider mounts an antenna array at more than one location on the tower, then the consideration attributable to the additional locations shall be included in the calculation of Additional Rent;

(2) Sublessee shall not allocate the consideration between/among the Primary Provider and the Other Provider(s) for the purpose of evading or reducing the Additional Rent; and/or

(3) Sublessor may require, no more than annually, that Sublessee provide to the Sublessor a verified financial report stating the source and calculation of the Additional Rent, which report shall be subject to the Sublessor's verification at Sublessor's cost.

(f) Rent. Base Rent, Additional Rent and all other consideration to be paid or provided by Sublessee to Sublessor shall constitute "Rent" and shall be paid or provided without offset. Checks for rental payments shall be made payable to the City Clerk-Treasurer of the City of Huntsville, Alabama and mailed or delivered to:

City of Huntsville, Alabama
Office of the City Clerk-Treasurer
ATTN: City Clerk-Treasurer
308 Fountain Circle
Huntsville, AL 35801

1.3 Until the commencement of the Renewal Term on December 18, 2023, Base Rent, and its annual adjustment in accordance with the rent adjustment provision of subparagraph 3(c) of the Sublease, shall continue to be governed by the terms, conditions and provisions of the Sublease as in effect prior to this Agreement and First Amendment, that is, the Sublease Agreement entered into December 17, 1998 (City of Huntsville Resolution No. 98-1033).

1.4 Subparagraph 20(e) (Insurance) is amended to read as follows:

(e) Insurance. During the term of the Sublease, Sublessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(i) Workers' Compensation insurance to provide statutory coverage as required under Alabama law, including Employers Liability in the following minimum amounts (or as otherwise if greater):

\$1,000,000	Each Accident
\$1,000,000	Each Employee
\$1,000,000	Policy Limit

(ii) Commercial General Liability insurance policy with minimum limits of:

\$1,000,000	Per Occurrence Limit
\$1,000,000	Personal and Advertising Injury Limit
\$2,000,000	Products/Completed Operations Aggregate;

The policy shall not be amended to limit the coverages including contractual liability independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU.

(iii) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Sublessee, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

(iv) Umbrella liability coverage in the amount of at least Ten Million Dollars (\$10,000,000) in excess over the above underlying policies including Commercial General Liability, Automobile Liability and Employers Liability and will include "Cross Liability" coverage. Sublessee Umbrella or excess liability policy must include The City as additional insured to the Commercial General Liability and Automobile Liability policies and shall be "following form" to the underlying policies or at least as broad as the underlying coverage.

(v) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Communication Facility. Upon completion of the installation or reconstruction of the Communication Facility, Sublessee shall carry and maintain policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(vi) Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Premises which is damaged and caused the loss of revenue.

(vii) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

(viii) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

1.5 Paragraph 25 (Notices) of the Sublease is hereby amended to read as follows:

25. **Notices; Points of Contact.** All notices or demands hereunder shall be in writing and shall be deemed given if personally delivered; sent by overnight or commercial air courier; or mailed, certified mail, return receipt requested to the following addresses:

If to Sublessor, to: City of Huntsville, Alabama
ATTN: Director of Recreation and Landscape Management
2411 9th Avenue SW
Huntsville, AL 35805

With a copy to: City of Huntsville, Alabama
Office of City Attorney
ATTN: City Attorney
308 Fountain Circle
Huntsville, AL 35801

If to Sublessee, to: Crown Castle GT Company LLC
General Counsel
Attention: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

Any such notice or demand shall be deemed to have been given or made three days after the date of mailing or immediately if personally delivered. Either party hereto may from time to time designate any other address for this purpose to the other party. It shall be the duty of the Sublessee to promptly update in writing any changes in the information provided above, and failure to do so shall not render ineffective the notice or demand sent by Sublessor.

1.6 Paragraph 28 (Designated Representatives) of the Sublease is hereby amended to read as follows:

28. **Designated Representatives.**

(a) **Sublessor's Representatives.** The Sublessor hereby designates as its representatives each of the following:

(i) The Director of Recreation and Landscape Management, or his/her designee, 2411 9th Avenue SW, Huntsville, Alabama, 35805; 256-564-8028; james.gossett@huntsvilleal.gov

(ii) The Telecommunications Manager, or his /her designee, 101 Church Street, Suite 201, Huntsville, Alabama, 35801; 256-427-6720; jason.benson@huntsvilleal.gov

(b) **Sublessee's Representatives.** The Sublessee hereby designates as its representatives each of the following:

(i) Network Operation Center (NOC): 800-788-7011; and

(ii) Landowner's Help Desk: LOHD@crown.castle.com.

Sublessee's Representatives shall be points of contact for Sublessor's Representatives to be able to contact during regular business hours for routine issues concerning the Communication Site, and available 24/7 in the case of an emergency concerning the Communication Site. Sublessee shall promptly update any changes to the representatives' information.

1.7 Wherever in the Sublease the term "Lease" and/or "original Lease" is used and/or referred to it shall mean the Lease between the Alabama Space Science Exhibit Commission, as lessor, and Sublessor, as lessee, recorded in the Real Estate Records of the Probate Judge's Office of Madison County, Alabama as Document No. 20100805000436200, as such Lease may be amended at any time and from time to time.

SECTION 2. WAIVER OF RENT INCREASE. Subparagraph 3(f) of the Sublease entered into December 17, 1998 (City of Huntsville Resolution 98-1033)(the "**Original Sublease**") requires that the Base Rent be increased by the stated percentage with each Extended Term. To the extent the Sublessee failed to account for and/or remit the percentage increase required under subparagraph 3(f) of the Original Sublease, the parties hereto agree that as a part of the consideration for this Agreement & First Amendment such deficiency, if any, is hereby waived by the Sublessor.

SECTION 3. LEASE. Sublessee understands, acknowledges, and agrees that the Original Sublease and this Agreement & First Amendment are subject to the Lease, as such term is defined hereinabove in the premises to this Agreement and as such Lease may be amended at any time and from time to time.

SECTION 4. MISCELLANEOUS.

4.1 Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meaning for such term set forth in the Original Sublease.

4.2 Binding Effect. This Agreement & First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

4.3 IRS Form W-9. Sublessor agrees to provide Sublessee with a completed IRS Form W-9, or its equivalent, at such times as may be reasonably requested in writing by Sublessee directed to the Director of Finance of the City of Huntsville, 308 Fountain Circle, Huntsville, AL 35801; and identifying this Agreement & First Amendment, including by Resolution Number. In the event the Premises is transferred, the City of Huntsville, Alabama, as current Sublessor, shall have no further obligations under this subsection 4.3, and it shall be the duty of the succeeding Sublessor, upon the written request of the Sublessee, to provide Sublessee with a Change of Ownership Form as provided by Sublessee and completed IRS Form W-9, or its equivalent, and other reasonably related paper work to effect a transfer in rent to the new Sublessor.

4.4 Entire Agreement. This Agreement & First Amendment constitutes the entire agreement and understanding of the parties hereto and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement & First Amendment must be in writing and executed by both parties.

4.5 Authority. Sublessor and Sublessee represent that each, respectively, has full right, power, and authority to execute this Sublease.

4.6 No Third-party Rights. Nothing contained in this Agreement & First Amendment is intended or shall be construed as creating or conferring any rights, benefits, or remedies upon, or creating any obligations of the parties hereto toward, any person or entity not a party to this Agreement & First Amendment.

4.7 Applicable Law/Jurisdiction/Venue. Any and all disputes arising out of this Agreement & First Amendment shall be governed, construed and enforced in accordance with the laws of the State of Alabama. All actions related to the validity, construction, interpretation and enforcement of this Agreement & First Amendment shall be instituted and litigated in the courts of Alabama. Sublessee submits to the jurisdiction of the courts of Alabama located in Madison County, Alabama.

4.8 Severability. If any term of this Agreement & First Amendment is found to be void or invalid such invalidity shall not affect the remaining terms of this Agreement & First Amendment, which shall continue in full force and effect.

4.9 Captions. The captions contained in this Agreement & First Amendment are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

4.7 Recording. Sublessee, at its sole cost, shall record in the Real Estate Record of the Probate Judge of Madison County, Alabama, within a year after the date that the same in entered into by the parties hereto, either (i) a copy of this Agreement & First Amendment, or (ii) an executed version of the Memorandum attached hereto as **EXHIBIT 2**, and provide Sublessor with a copy of same.

[Signatures appear on the following pages.]

SUBLESSEE:

CROWN CASTLE GT COMPANY LLC,
a Delaware limited liability company

By: _____

Name: Lisa A. Sedgwick

Its: Manager Real Estate Transactions

STATE OF _____)
)
_____ COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Lisa A. Sedgwick** whose name as **Manager Real Estate Transactions** of **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, is signed to the foregoing First Amendment to Sublease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company as of the day the same bears date.

Given under my hand and seal this the _____ day of _____, 20____.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: _____

EXHIBIT 1
(Description of Communication Site and Access Way, collectively the "Premises")

COMMUNICATION SITE

A parcel of land situated in the SW 1/4 of the SE 1/4 of Section 9, Township 4 South, Range 1 West, Huntsville Meridian, Madison County, Alabama and being more particularly described as follows:

Commence at a point on the southerly boundary of that parcel leased from the Alabama Space Science Exhibit Commission to the City of Huntsville (known as Kiwanis Park), said point being approximately 1,195.8 feet W'erly of the East line of said Section 9, said point designated as "RSA-14" in the lease documents for above referenced lease and having NAD27 State Plane Coordinates (Alabama East Zone) of North 1,528,710.15, and East 260,153.16; thence run North 42° 14' 00" West along the SW'erly boundary of said lease parcel on a line toward a point designated as "RSA-15" for a distance of 414.03 feet; thence angle right and run North 47° 46' 00" East for a distance of 10.00 feet to the POINT OF BEGINNING; thence angle left and run North 42° 14' 00" West for a distance of 90.00 feet; thence angle right and run North 47° 46' 00" East for a distance of 32.18 feet; thence turn a deflection angle to the right of 75° 31' 02" to the tangent of a curve to the left having a radius of 300.00 feet and a central angle of 18° 53' 25"; thence proceed in a SE'erly direction along the arc of said curve for a distance of 98.91 feet; thence turn a deflection angle to the right of 123° 22' 23" from the tangent from the tangent of said curve and run South 47° 46' 00" West for a distance of 72.11 feet to the POINT OF BEGINNING.
Containing 4,426 Square Feet (0.10 Acres) more or less.

ACCESS WAY

A strip of land 40 feet in width situated in the SE 1/4 of Section 9, Township 4 South, Range 1 West, Huntsville Meridian, Madison County, Alabama and lying 20 feet to each side of the following described centerline:

Commence at a point on the southerly boundary of that parcel leased from the Alabama Space Science Exhibit Commission to the City of Huntsville (known as Kiwanis Park), said point being approximately 1,195.8 feet W'erly of the East line of said Section 9, said point designated as "RSA-14" in the lease documents for above referenced lease and having NAD27 State Plane Coordinates (Alabama East Zone) of North 1,528,710.15, and East 260,153.16; thence run North 42° 14' 00" West along the SW'erly boundary of said lease parcel on a line toward a point designated as "RSA-15" for a distance of 414.03 feet; thence angle right and run North 47° 46' 00" East for a distance of 40.00 feet to the POINT OF BEGINNING; thence angle right and run South 44° 50' 27" East for a distance of 213.29 feet to the point of curvature of a curve to the left having a radius of 485.81 feet and a central angle of 167° 56' 26"; thence continue along the arc of said curve for a distance of 1,423.95; thence turn a deflection angle to the right of 93° 23' 54" from the tangent of last described curve to the tangent of a curve to the left having a radius of 290.00 feet and a central angle of 38° 26' 03"; thence continue along the arc of said curve for a distance of 194.53 feet to the point of curvature of a curve to the right having a radius of 195.00 feet and a central angle of 69° 39' 51"; thence continue along the arc of said curve for a distance of 237.09 feet to the point of tangency thereof; thence continue South 88° 09' 12" East along a line tangent to last described curve for a distance of 219.09 feet more or less to the W'erly curb line of Patton Road (a public right of way) and the ENDING POINT of this centerline

EXHIBIT 2
(Memorandum on following pages)

This Instrument Prepared by:
Matthew W. Barnes, Esq.
Burr & Forman LLP
420 20th Street North, Suite 3400
Birmingham, Alabama 35203

Return to:
Crown Castle
8020 Katy Freeway, Suite 900
Houston, TX 77024
Attn: CCRE Department

STATE OF ALABAMA)

COUNTY OF MADISON)

Cross Reference to:
Book 946, Page 828
Madison County, AL Records

**MEMORANDUM OF FIRST AMENDMENT TO
SUBLEASE AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO SUBLEASE AGREEMENT (this “**Memorandum**”) is made and entered into as of the ____ day of _____, 2022, by and between **CITY OF HUNTSVILLE**, an Alabama municipal corporation (having a mailing address of 308 Fountain Circle, Office of the City Clerk-Treasurer, Huntsville, AL 35801) (“**Sublessor**”) and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company (having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317) (“**Sublessee**”).

W I T N E S S E T H:

WHEREAS, Alabama Space Science Exhibit Commission, as lessor, and Sublessor, as lessee, were parties to that certain original lease dated April 23, 1981, and are parties under a now-current long-term lease recorded in the Real Estate Records of the Probate Judge’s Office of Madison County, Alabama, as Document No. 20100805000436200 (the “**Lease**”), which expires according to its terms up to and including July 31, 2084; and

WHEREAS, with respect to a portion of the real property subject to the Lease, Sublessor and Sublessee are the current parties to that certain Sublease dated as of December 17, 1998, by and between Sublessor and Sublessee (as successor by assignment to GTE Mobilnet of Huntsville Incorporated) (the “**Sublease**”), (City of Huntsville Resolution No. 98-1033), of which a Memorandum of Sublease was recorded in Book 946, Page 828 in Office of the Judge of Probate of Madison County, Alabama (the “**MOL**”), which MOL is incorporated herein by reference as if fully set forth; and

WHEREAS, the Sublease has an original term (including all extension terms) that will terminate on December 17, 2023 (the “**Original Term**”); and

WHEREAS, effective as of _____, Sublessor and Sublessee have entered into a first amendment of the Sublease (the “**First Amendment**”) and desire to

acknowledge, confirm and make record to all third parties of the above-referenced Sublease, as amended by the First Amendment.

NOW, THEREFORE, Sublessor and Sublessee hereby acknowledge and agree as follows:

1. That the following accurately represents the Sublease, as amended by that First Amendment:

Sublessor: City of Huntsville, Alabama, with a mailing address of 308 Fountain Circle, Office of the City Clerk, Huntsville, AL 35801.

Sublessee: Crown Castle GT Company LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317.

Premises: Subject to the terms and provisions of the Sublease, as amended by the First Amendment, Sublessor subleases to Sublessee and Sublessee subleases from Sublessor the real property legally described on **Exhibit E** to the Sublease, as amended by the First Amendment (the "**Communication Site**").

During the term(s) of the Sublease, as amended by the First Amendment, and subject to the terms and provisions thereof, Sublessee is granted a nonexclusive license for ingress and egress to its Communication Site over the adjacent real property legally described on **Exhibit F** to the Sublease, as amended by the First Amendment (the "**Access Way**").

The Communication Site and Access Way, collectively, are referred to as the "**Premises**", and are legally described in **EXHIBIT 1** to this Memorandum, which is incorporated herein by reference as if fully set forth.

Expiration Date: The current term of the Sublease shall expire on December 17, 2023.

Renewal Term: Commencing on December 18, 2023, and continuing for a period of 20 years thereafter to December 17, 2043, unless terminated sooner according to its terms.

Option to Purchase:	No.
Right of First Refusal:	No.
Other:	The rent and other obligations of Sublessor and Sublessee are set forth in the Sublease, as amended by the First Amendment, to which reference is made for further information.

2. That, if a conflict exists between the terms, provisions, covenants and/or agreements of the Sublease, as amended by the First Amendment, and this Memorandum, those contained in the Sublease, as amended by the First Amendment, shall govern and be controlling.

3. That this Memorandum contains only selected terms, provisions, covenants and/or agreements of the Sublease, as amended by the First Amendment, and reference is made to the full text of the Sublease, as amended by the First Amendment, for the full terms, provisions, covenants and/or agreements which, by this reference, are incorporated herein and made a part hereof as though set out herein verbatim. The Memorandum shall not in any way amend or supersede the terms, provisions, covenants and/or agreements of the Sublease, as amended by the First Amendment.

4. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the Sublease, as amended by the First Amendment.

5. Capitalized terms not otherwise defined herein shall have the meaning defined in the Sublease, as amended by the First Amendment.

6. This Memorandum and the Sublease, as amended by the First Amendment, are governed by the laws of the State of Alabama.

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, Sublessor and Sublessee have caused this Memorandum of First Amendment to Sublease Agreement to be duly executed as of the day and year first written above.

SULESSOR:

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its: Mayor

Attest: _____
Kenneth Benion
As Clerk-Treasurer of
City of Huntsville,
an Alabama municipal corporation

STATE OF ALABAMA)
)
MADISON COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Tommy Battle and Kenneth Benion whose name as Mayor and Clerk-Treasurer, respectively, of **CITY OF HUNTSVILLE**, an Alabama municipal corporation, are signed to the foregoing Memorandum of First Amendment to Sublease Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation as of the day the same bears date.

Given under my hand and seal this the ____ day of _____, 20__.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: _____

CROWN CASTLE GT COMPANY LLC,
a Delaware limited liability company

STATE OF _____)
)
 _____ COUNTY)

Given under my hand and seal this the _____ day of _____, 20__.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

EXHIBIT "A" TO MEMORANDUM OF SUBLEASE AGREEMENT BY AND BETWEEN CITY OF HUNTSVILLE, ALABAMA, A BODY CORPORATE AND POLITIC, AS SUBLESSOR, AND GTE MOBILNET OF HUNTSVILLE INCORPORATED, A DELAWARE CORPORATION, AS SUBLESSEE, DATED AS OF DECEMBER 17, 1998.

DESCRIPTION OF "SUBLEASED PREMISES"

A parcel of land situated in the Southwest Quarter of the Southeast Quarter of Section 9, Township 4 South, Range 1 West, Huntsville Meridian, Madison County, Alabama and being more particularly described as follows: Commence at a point on the Southerly boundary of that parcel leased from the Alabama Space Science Exhibit Commission to the City of Huntsville (known as Kiwanis Park), said point being approximately 1,195.8 feet Westerly of the East line of said Section 9, said point designated as "RSA-14" in the lease documents for above referenced lease and having NAD27 State Plane Coordinates (Alabama East Zone) of North 1,528,710.15, and East 260,153.16; thence run North 42 degrees 14 minutes 00 seconds West along the Southwesterly boundary of said lease parcel on a line toward a point designated as "RSA-15" for a distance of 414.03 feet; thence angle right and run North 47 degrees 46 minutes 00 seconds East for a distance of 10.00 feet to the point of beginning; thence angle left and run North 42 degrees 14 minutes 00 seconds West for a distance of 90.00 feet; thence angle right and run North 47 degrees 46 minutes 00 seconds East for a distance of 32.18 feet; thence turn a deflection angle to the right of 75 degrees 31 minutes 02 seconds to the tangent of a curve to the left having a radius of 300.00 feet and a central angle of 18 degrees 53 minutes 25 seconds; thence proceed in a Southeasterly direction along the arc of said curve for a distance of 98.91 feet; thence turn a deflection angle to the right of 123 degrees 22 minutes 23 seconds from the tangent of said curve and run South 47 degrees 46 minutes 00 seconds West for a distance of 72.11 feet to the point of beginning. Containing 4,426 square feet (0.10 Acres) more or less.

EXHIBIT "B" TO MEMORANDUM OF SUBLEASE AGREEMENT BY AND BETWEEN CITY OF HUNTSVILLE, ALABAMA, A BODY CORPORATE AND POLITIC, AS SUBLESSOR, AND GTE MOBILNET OF HUNTSVILLE INCORPORATED, A DELAWARE CORPORATION, AS SUBLESSEE, DATED AS OF DECEMBER 17, 1998.

DESCRIPTION OF "ACCESS WAY"

A strip of land 40 feet in width situated in the Southeast Quarter of Section 9, Township 4 South, Range 1 West, Huntsville Meridian, Madison County, Alabama and lying 20 feet to each side of the following described centerline: Commence at a point on the Southerly boundary of that parcel leased from the Alabama Space Science Exhibit Commission to the City of Huntsville (known as Kiwanis Park), said point being approximately 1,195.8 feet Westerly of the East line of said Section 9, said point designated as "RSA-14" in the lease documents for above referenced lease and having NAD27 State Plane Coordinates (Alabama East Zone) of North 1,528,710.15, and East 260,153.16; thence run North 42 degrees 14 minutes 00 seconds West along the Southwesterly boundary of said lease parcel on a line toward a point designated as "RSA-15" for a distance of 414.03 feet; thence angle right and run North 47 degrees 46 minutes 00 seconds East for a distance of 40.00 feet to the point of beginning; thence angle right and run South 44 degrees 50 minutes 27 seconds East for a distance of 213.29 feet to the point of curvature of a curve to the left having a radius of 485.81 feet and a central angle of 167 degrees 56 minutes 26 seconds; thence continue along the arc of said curve for a distance of 1,423.95; thence turn a deflection angle to the right of 93 degrees 23 minutes 54 seconds from the tangent of last described curve to the tangent of a curve to the left having a radius of 290.00 feet and a central angle of 38 degrees 26 minutes 03 seconds; thence continue along the arc of said curve for a distance of 194.53 feet to the point of curvature of a curve to the right having a radius of 195.00 feet and a central angle of 69 degrees 39 minutes 51 seconds; thence continue along the arc of said curve for a distance of 237.09 feet to the point of tangency thereof; thence continue South 88 degrees 09 minutes 12 seconds East along a line tangent to last described curve for a distance of 219.09 feet more or less to the Westerly curb line of Patton Road (a public right-of-way) and the ending point of this centerline.