

ORDINANCE NO. 7925-23

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN FIRST AMENDMENT TO TOWER ATTACHMENT LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND SPOK, INC. FOR THE GAT SITE TOWER.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain First Amendment to Tower Attachment Lease by and between the City of Newport News, Virginia, and Spok, Inc. for the GAT Site Tower.

2. That a copy of the said First Amendment to Tower Attachment Lease is attached hereto and made a part hereof.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON JULY 25, 2023

Mabel Washington Jenkins, MMC
City Clerk

Phillip D. Jones
Mayor

A true copy, teste:

City Clerk

FIRST AMENDMENT TO TOWER ATTACHMENT LEASE

THIS FIRST AMENDMENT TO TOWER ATTACHMENT LEASE (“**First Amendment**”), dated as of the latter of the signature dates below, is by and between **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation in the Commonwealth of Virginia, having a mailing address of 2400 Washington Avenue, Newport News, Virginia 23607 (“**Lessor**”) and **SPOK, INC.**, a Delaware corporation (“**Lessee**”).

WHEREAS, Lessor and Lessee entered a Tower Attachment Lease dated June 26, 2018, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 100 Tower Lane, Yorktown, Virginia (known by Lessor as the GAT Site) (“**Agreement**”); and

WHEREAS, the Term of the Agreement is due to expire on June 30, 2023, and Lessor and Lessee desire to amend the Agreement to extend the term; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Term.** The Term of the Agreement is extended for a five (5) year renewal term which shall run from July 1, 2023, through June 30, 2028.
2. **Rent.** Rent for the first year of this renewal term shall be \$18,287.27. Rent shall continue to be subject to three percent (3%) annual increases, thereafter, as set forth in the Agreement.
3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement is otherwise unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

“LESSOR”

City of Newport News, Virginia

By: _____

Print Name: _____

Its: City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

LESSOR ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS, to wit:

I, _____, a Notary Public for the City and Commonwealth aforesaid, do hereby certify that CITY OF NEWPORT NEWS, VIRGINIA, by _____, City Manager, and _____, City Clerk, whose names are signed to the foregoing First Amendment, have acknowledged the same before me in my City and Commonwealth aforesaid.

Given under my hand this ____ day of _____, 2023.

Notary Public

(Registration Number)

(Commission Expiration Date)

[SIGNATURES AND SEALS CONTINUE ON FOLLOWING PAGE]

“LESSEE”

Spok, Inc.
a Delaware corporation

By: _____

Print Name: _____

Its: _____

Date: _____

LESSEE ACKNOWLEDGMENT

STATE OF TEXAS)
) SS:
 COUNTY OF DALLAS)

The foregoing First Amendment was acknowledged before me this _____, 2023, by _____ (name of officer or agent, title of officer or agent) of Spok, Inc., a Delaware corporation, on behalf of the company.

 Notary Public

 (Registration Number)

 (Commission Expiration Date)