

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Site Agreement (the “First Amendment”) is made this ___ day of _____, 201__, by and between the **The City of Pensacola**, a municipal corporation, hereinafter “City”, and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless**, hereinafter “Verizon Wireless”. City and Verizon Wireless are at times collectively referred to herein as the “Parties” or individually as the “Party”.

WHEREAS, City and Verizon Wireless' predecessor in interest entered into that certain Agreement dated April 11, 1997 (the “Agreement”), whereby Verizon Wireless leases from City space at 1518 Woodchuck Avenue, Pensacola, Florida 32521, as more fully described in the Agreement;

WHEREAS, City and Verizon Wireless desire to amend the Agreement in order to document certain changes to Verizon Wireless's equipment installed at the site;

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 First Amendment as follows:

1. Exhibit D to the Agreement is hereby supplemented with Exhibit D-1, attached hereto and incorporated herein. Exhibit D-1 identifies the equipment Verizon Wireless is authorized to install on the communications tower. In the event of any conflict between Exhibit D and any other description of Verizon Wireless's equipment contained in the Agreement, including Verizon Wireless' future expansion rights as set forth in Paragraph 12 of the Agreement, Exhibit D-1 shall control. Furthermore, Verizon Wireless reserves the right to add, replace and modify the equipment specified on Exhibit D-1 with similar and comparable equipment upon written consent of the City so long as Verizon Wireless does not exceed the maximum equipment loading specified on Exhibit D-1 nor the structural capacity specified in the structural analysis completed by PM&A dated June 26, 2018, PM&A Project Number VWT18-111 (93.1%).
2. The Parties' notice addresses as set forth in Paragraph 11 of the Agreement shall be updated as follows:

CITY: City of Pensacola
222 West Main Street
Pensacola, Florida 32502
Attn: City Mayor

VERIZON WIRELESS: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

3. The Agreement and this First Amendment contain all agreements, promises or understandings between City and Verizon Wireless and no verbal or oral agreements, promises or understandings shall be binding upon either the City or Verizon Wireless in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and this First Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and this First 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 this First Amendment.
4. Capitalized terms that are used in this First Amendment but not defined herein shall have the meaning given such terms in the Agreement. 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.
5. City and Verizon Wireless each hereby warrant to the other that the person executing this First Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute this First Amendment on that 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 First Amendment.

(SIGNATURES ON FOLLOWING PAGE)

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

CITY:

The City of Pensacola, a municipal corporation

Witness

Witness

By: _____

Print Name: _____

Title: City Mayor

Attest:

City Clerk

Date: _____

VERIZON WIRELESS:

**Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless**

Witness

Witness

By: _____

Jason Leiker

Director - Network Field Engineering

Date: _____

Exhibit D-1

Proposed and Future Equipment Loading

- Twelve (12) antennas
 - Three (3) LNX-6515DS-A1M antennas or similar
 - Six (6) Commscope NHH-65C-R2B antennas or similar
 - Three (3) reserved antennas
- 9 Remote Radio Heads (RRHs)
 - Three (3) B13 RRH4x30 700 LTE RRHs or similar
 - Three (3) B25 RRH4x30 PCS RRHs or similar
 - Three (3) B66A RRH4x45 AWS RRHs or similar
- 1 Surge Suppression Raycap RCMDC-6627-PF-48 OVP or similar
- 12 (1-5/8") coaxial cables (6 installed/6 reserved)
 - Six (6) installed
 - Six (6) reserved
- 2 hybrid/fiber cables (6x12) together with jumper cables interconnecting the equipment

All installed at 202' RAD center on the tower on new sector mounts