

**EIGHTH AMENDMENT
TO
ELECTRONIC SITE LEASE AGREEMENT
#10-1034**

THIS EIGHTH AMENDMENT TO ELECTRONIC SITE LEASE AGREEMENT is made effective as of July 1, 2019 by and between TESUQUE RADIO COMPANY, a New Mexico corporation ("Lessor") and CITY OF SANTA FE, a New Mexico municipal corporation ("Lessee").

Recitals

A. Lessor and Lessee are lessor and lessee, respectively, under an Electronic Site Lease Agreement dated October 1, 2010 (the "Agreement"), as previously amended by an Amendment to Electronic Site Lease Agreement dated June 1, 2013 (the "First Amendment"), and as Second Amendment dated June 1, 2014 (the "Second Amendment"), and as Third Amendment dated July 1, 2015 (the "Third Amendment"), and as Fourth Amendment dated July 1, 2016 (the "Fourth Amendment"), and as Fifth Amendment dated July 1, 2017 (the "Fifth Amendment"), and as Sixth Amendment dated January 5, 2018 (the "Sixth Amendment") pursuant to which Lessor leases to Lessee space in Lessor's Electronic Site at Tesuque Peak, New Mexico to permit Lessee to operate certain radio equipment.

B. The parties have also agreed on a new rent schedule, and wish to amend the Agreement to reflect those payment obligations.

C. Capitalized terms in this Amendment have the meanings assigned in the Agreement, unless otherwise defined herein.

Agreement

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. **Rents.** The rent schedule which appears in Exhibit A to the Agreement, as amended by the First Amendment, is hereby deleted in its entirety and replaced by the following new rent schedule:

Rate of Monthly Base Rent	\$ 669.63
Monthly Electricity (7/1/19-12/31/19)	22.75
Propane (7/1/18-12/31/19)	13.49
Gross Receipts Tax	<u>47.72</u>
MONTHLY TOTAL	\$ 753.58

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Rate of Monthly Base Rent	
Monthly Electricity (1/1/20-6/30/21)	29.58
Propane (1/1/20-6/30/21)	15.51
Gross Receipts Tax	<u>47.71</u>
MONTHLY TOTAL	\$ 762.43
Total for 12 Months	
(July 1, 2019 – June 30, 2020)	\$9,096.07
Forest Service Fee	\$ 486.07
TOTAL DUE JULY 1, 2019	\$9,582.14

The Base Rent is subject to adjustment in accordance with Section 3 of the Agreement, and the electricity charge is subject to adjustment in accordance with Section 3(b) of the Agreement.

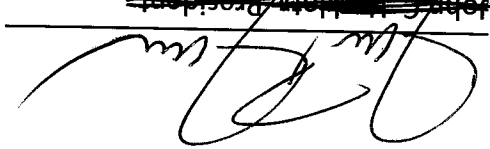
2. Miscellaneous. Except as otherwise amended hereby, the Agreement and all terms and provisions thereof remain in full force and effect.

[Signatures Appear on Next Page]

LESSOR:

Xcell Towers II, LLC
a New Mexico corporation

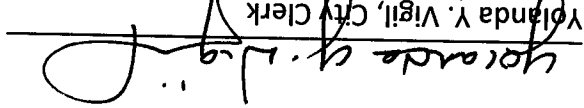
By:


~~James P. Harwood, President~~
James P. Harwood, Mayor

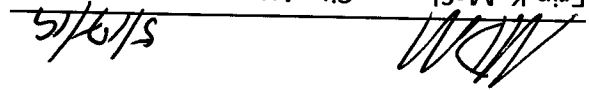
By:


Alan Webber, Mayor

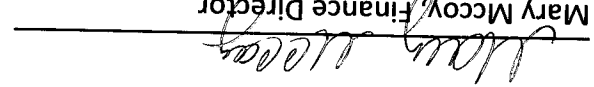
Attest:


Yolanda Y. Vigil, City Clerk
cc mty 4.26.2019

Approved as to Form:


Erin K. McSherry, City Attorney
5/19/15

Approved:


Mary McCoy, Finance Director
52361.562550