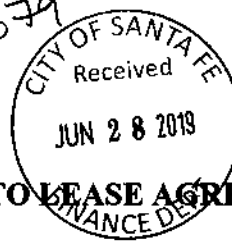


FN060079



ITEM # 19-0533

AMENDMENT NO. 1 TO LEASE AGREEMENT

This Amendment No. 1 to Lease Agreement dated October 10, 2018, by and between the City of Santa Fe, a Municipal Corporation, (herein "Lessor") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company (herein "Lessee"), whose address is 180 Washington Valley Road, Bedminster, NJ 07921.

RECITALS

WHEREAS, the Lessor and Lessee had previously entered into Lease Agreement, dated October 10, 2018, bearing Item No. 18-1096, for the use of the land and building structure located at 201 W. Marcy Street, Santa Fe NM, for the purpose of Lessee building, operating and maintaining a permanent Communications Facilities thereon;

WHEREAS, Lessee has developed a temporary Communications Facility upon real estate of the Lessor based upon rights as established by License Agreement dated August 17, 2018 and bearing Item No. 18-0934;

WHEREAS, Lessee has investigated issues with development of the site and has discovered that utility extensions for electricity as proposed may not be feasible as cost to extend service is excessive;

WHEREAS, the Lessee has requested of Lessor to allow for existing use of utility hookup into electric system at 200 Lincoln Avenue, Santa Fe NM, to continue as allowed by License Agreement between the parties with provision that the Lessor shall be compensated for the additional rights of use herein contemplated and a sub-meter shall be placed at the site to monitor use via this Amendment No. 1 to Lease Agreement;

NOW THEREFORE, the parties to this Amendment No. 1 do hereby agree as follows:

1. The Lessor does hereby agree to allow Lessee the right during the term or any renewal period of the Lease Agreement to continue the existing use of utility hookup into electric system at 200 Lincoln Avenue to the benefit the permanent telecom site.
2. Additional compensation for such use shall be based upon the confirmed monthly usage of comparable sized telecom site within New Mexico, at the rate of \$300 per month, whereby increasing the current monthly rental as contained in Section 6A of the Lease Agreement to \$1800 per month. Parties agree that this rate shall increase incrementally at planned rent escalation rate as contained in Section 6C of the Lease Agreement at 2.5% per year compounded. If it is later determined that the rate is not sufficient to cover costs of Lessor or

that Lessee decides to acquire new separate electric service from provider, the rate shall be adjusted accordingly and documented by the parties by a subsequent amendment to the Lease Agreement.

3. Now Article 8 of the Lease Agreement shall read in its entirety as follows to-wit:

8. UTILITIES

Lessee shall bear sole and full responsibility for all utilities related to its use of the Premises. Lessee, at its sole cost and expense, shall be allowed to develop and maintain the existing electric service to Premises with provision that a sub-meter shall be placed at telecom site in order to confirm monthly usage. Lessee shall compensate Lessor an additional three hundred dollars (\$300) per month for its electric power uses at the Premises for the initial term and any renewal terms thereto. Lessor grants Lessee's public utility companies the right to install below-ground utility lines along the Utility Route as shown on Exhibit A. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any utilities installed to serve any other third party authorized by the City, whether by Lease Agreement or license or otherwise, rightfully on the Property as of the Effective Date of this Lease Agreement.

4. Except as specifically provided in this Amendment No. 1, the Lease Agreement shall remain full force and effect, in accordance with its terms.

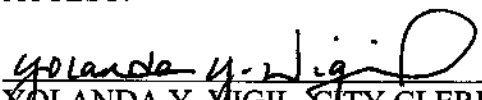
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this 29th day of August, 2019.

LESSOR:
CITY OF SANTA FE



ALAN M. WEBBER, MAYOR

ATTEST:



YOLANDA Y. MIGIL, CITY CLERK
cc mtg 6.20.2019

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY *FOR*

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR
51100.460350
BUSINESS UNIT/LINE ITEM

LESSEE:
VERIZON WIRELESS (VAW) LLC
Desmond Jackbar
DESMOND JACKBAR, DIRECTOR
Desmond Jackbar
Director-Network Field Engineering

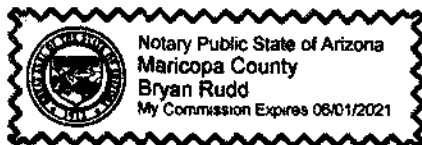
ACKNOWLEDGEMENT

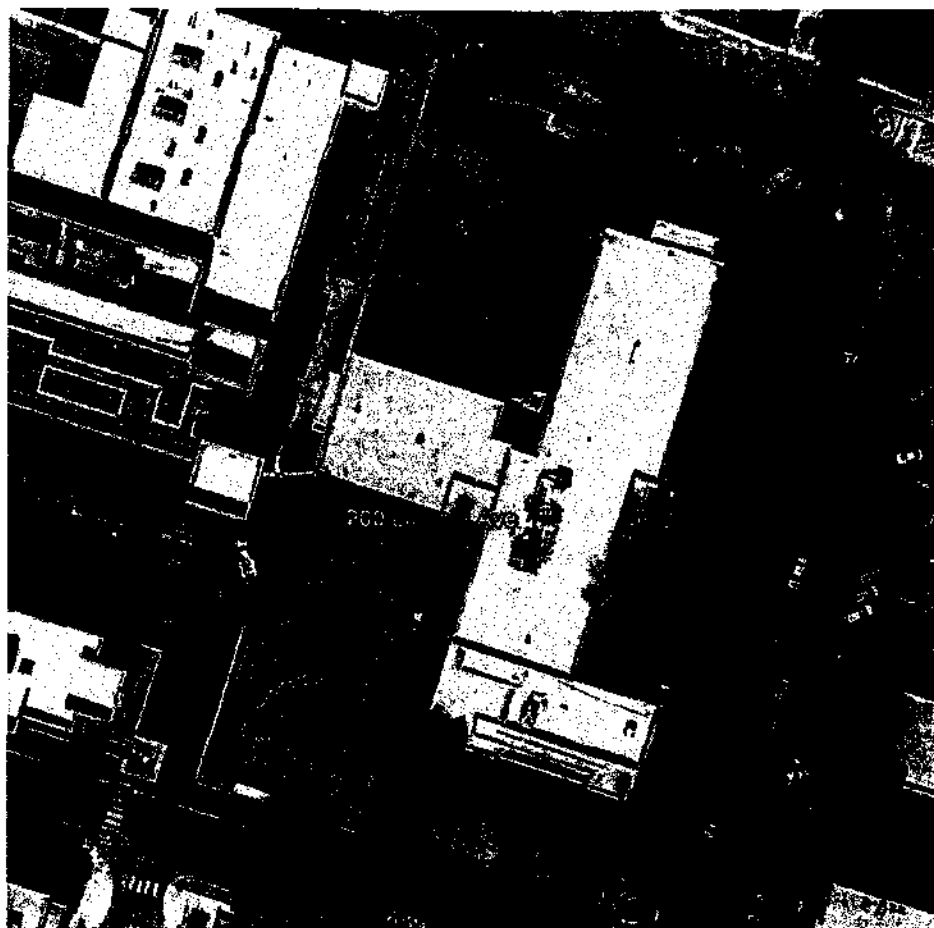
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 21 day of August, 2019, by Desmond Jackbar, Director-Network Field Engineering for Verizon Wireless (VAW) LLC.

Commission Expires: 06/01/2021
(Seal)

Bryan Rudd
Notary Public





**Yellow = Original
Planned Power
Route**

**Red = Current
Temporary Power
Route to be
converted into
Permanent Power
Route**

EXHIBIT A