

AMENDMENT NO. 2

LEASE FOR ANTENNA COLLOCATION AND FACILITIES SITE

Between

INCORPORATED COUNTY OF LOS ALAMOS,

An Incorporated County of the State of New Mexico,

As Landlord

And

VERIZON WIRELESS (VAW) LLC, D/B/A/ VERIZON WIRELESS,

As Tenant

This **AMENDMENT NO. 2** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County" or "Landlord"), and **Verizon Wireless (VAW) LLC, d/b/a/ Verizon Wireless** ("Tenant"), to be effective for all purposes October 1, 2015.

WHEREAS, the original solicitation for Wireless Communications Facilities Lease, Request for Proposals, No. 2002-1350 (the "RFP") was issued on November 13, 2001; and

WHEREAS, County and Tenant entered into a Lease Agreement for Antenna Collocation and Facilities Site ("Lease Agreement") on July 21, 2005 with the Primary Term of sixty (60) months. The Lease Agreement gave Tenant the right to extend the lease term for five (5) periods of five (5) years each by giving written notice of renewal to County at least ninety (90) days prior to the expiration of the then-current lease term; and

WHEREAS, the Primary Term was extended on October 1, 2010; and

WHEREAS, the Lease Agreement was amended pursuant to a certain Amendment No. 1 effective April 30, 2011 ("Amendment No. 1"); and

WHEREAS, it was the intent of Tenant to renew the Lease Agreement for the second of the five (5), five (5) year periods as provided in the Lease Agreement but due to technical difficulties Tenant did not provide notice of renewal to County seeking to renew the Lease Agreement until November 30, 2015; and

WHEREAS, neither Landlord nor Tenant acted fraudulently or in bad faith; and

WHEREAS, both parties wish to amend the Lease Agreement to extend the term as provided in the Lease Agreement for the second of the five (5), five (5) year periods beginning October 1, 2015 and to continue through September 30, 2020. This does not impair or conflict with the intent of the RFP or Lease Agreement; and

WHEREAS, the Tenant has fully complied with the terms and conditions of the Lease Agreement up to this date; and

WHEREAS, Tenant wishes to modify some of the major equipment to be used on the site identified in Exhibit "B" of the Lease Agreement. Tenant will replace all six (6) existing antennas with nine (9) new antennas; replace three (3) existing TMA units with six (6) new TMA units; and install six (6) new RRH units and three (3) new RET cables. All new equipment will be mounted at the very same location and height as the existing antennas, will not extend beyond their current top height, and the modification will have no impact on the current facility's ground footprint, nor will it require any ground or water tank disturbance; and

WHEREAS, Council now ratifies and affirms the award of this Amendment No. 2 and finds that neither Landlord nor Tenant acted fraudulently or in bad faith in the absence of a timely notice of renewal; and

WHEREAS, Council finds that ratification and affirmation of this Amendment No. 2 is in the best interest of County; and

WHEREAS, The Board of Public Utilities approved this Amendment No. 2 at a public meeting held on July 20, 2016; and

WHEREAS, the County Council approved this Amendment at a public meeting held on July 26, 2016.

NOW, THEREFORE, for good and valuable consideration, County and Tenant agree as follows:

- I. To extend the term as provided in the Lease Agreement for the second of the five (5), five (5) year periods beginning October 1, 2015 and to continue through September 30, 2020.
- II. To include a new Exhibit "B-1" attached hereto, in its entirety. Exhibit "B-1" is intended to supplement Exhibit "B" to the Lease Agreement. To the extent of a conflict between Exhibit "B" and Exhibit "B-1", Exhibit "B-1" shall control.

Except as expressly modified by this Amendment No. 2, the Lease Agreement is hereby ratified and reaffirmed, and the terms and conditions of the Lease Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on October 1, 2015.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS


SHARON STOVER
COUNTY CLERK



BY:


TIMOTHY A. GLASCO, P.E.
UTILITIES MANAGER

27 July 2016
DATE

Approved as to form:


REBECCA W. EHLE
COUNTY ATTORNEY

STATE OF NEW MEXICO)
: ss
COUNTY OF LOS ALAMOS)

The foregoing instrument was acknowledged before me this 27th day of July, 2016 by Timothy A. Glasco, P.E., Utilities Manager for the Incorporated County of Los Alamos.


NOTARY PUBLIC

My Commission Expires:

5/27/2019



VERIZON WIRELESS (VAW) LLC,
D/B/A VERIZON WIRELESS

BY: *Gary Bailey*

GARY BAILEY

DATE

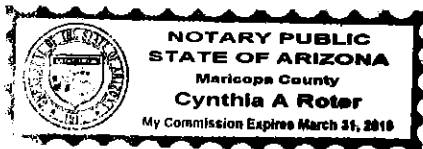
DIRECTOR, NETWORK FIELD ENGINEERING

STATE OF ARIZONA)
 : SS
COUNTY OF MARICOPA)

On September 27, 2016, before me, Cynthia A. Roter, Notary Public, personally appeared Gary Bailey, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Cynthia A. Roter
Signature of Notary Public

(Seal)

EXHIBIT B-1

Removing

- Six (6) existing panel antennas
- Three (3) existing TMA Units

Installation

- Nine (9) new panel antennas
- Six (6) new TMA units
- Six (6) new RRH units
- Three (3) new RET cables