

AMENDMENT NO. 1 TO ANTENNA CO-LOCATION LEASE AGREEMENT

This Amendment No. 1 to Antenna Co-location Lease Agreement (this "First Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Antenna Co-location Lease Agreement between Texas Telecommunications, LP, a Texas limited partnership ("Lessee"), and the City of Pueblo, a Municipal Corporation ("Lessor"), dated May 1, 2000 (the "Agreement").

BACKGROUND

WHEREAS, Lessee desires to modify its installation on the Premises by adding or swapping out antennas and other equipment to the Lessee Facilities, as more particularly described in Exhibit B-1 annexed hereto, and Lessee and Lessor desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Modification to the Lessee Facilities. Exhibit B to the Agreement is hereby amended to include the modifications identified on Exhibit B-1, a copy of which is attached and made a part hereof. Exhibit B-1 supplements Exhibit B to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit B or any part thereof except to the extent specifically set forth in Exhibit B-1. Upon full execution of this First Amendment, Lessee is permitted to do all work necessary to prepare, maintain and alter the Premises to install or otherwise modify the Lessee Facilities, all as more fully described and contemplated in Exhibit B-1.

2. Term. Section 4 of the Agreement is amended by adding the following:

"Notwithstanding anything set forth in Section 4 to the contrary, the current Term of this Agreement will expire on August 31, 2015. Commencing on September 1, 2015, the Term of Agreement ("New Initial Term") is five (5) years. This Agreement will be automatically renewed for two (2) additional terms (each a "New Renewal Term") of five (5) years each. Each New Renewal Term will be deemed automatically exercised without any action by either party unless Lessee gives written notice of its decision not to exercise any option(s) to Lessor before expiration of the then current term."

3. Notice Address. The notice addresses in Section 21(d) of the Agreement or referenced therein for the party listed below are hereby deleted in their entirety and replaced with the following:

To Lessee: Sprint/~~Nextel~~ Property Services
Sprint Site ID: DE05AL007
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint/~~Nextel~~ Law Department
Sprint Site ID: DE05AL007
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

4. General Terms and Conditions.

a. All capitalized terms used in this First Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this First Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment.

**\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\***

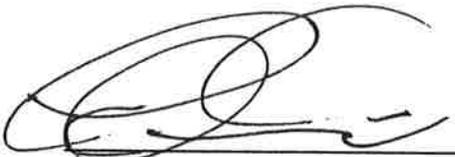
Site Name: Firestation

Site ID #: DE05AL007

The parties have executed this First Amendment as of the Effective Date.

**Lessor:**

City of Pueblo,  
a Municipal Corporation

By:   
Printed Name: Stephen G. Nawrocki  
Title: President of the Council  
Date: August 12, 2013  
(Date must be completed)

**Lessee:**

Texas Telecommunications, LP,  
a Texas limited partnership

By:   
Printed Name: JAMES BLAIN  
Title: MANAGER, Vendor Management  
Date: 9-5-2013  
(Date must be completed)

**Attested By:**

  
City Clerk

**Site Name: Firestation**

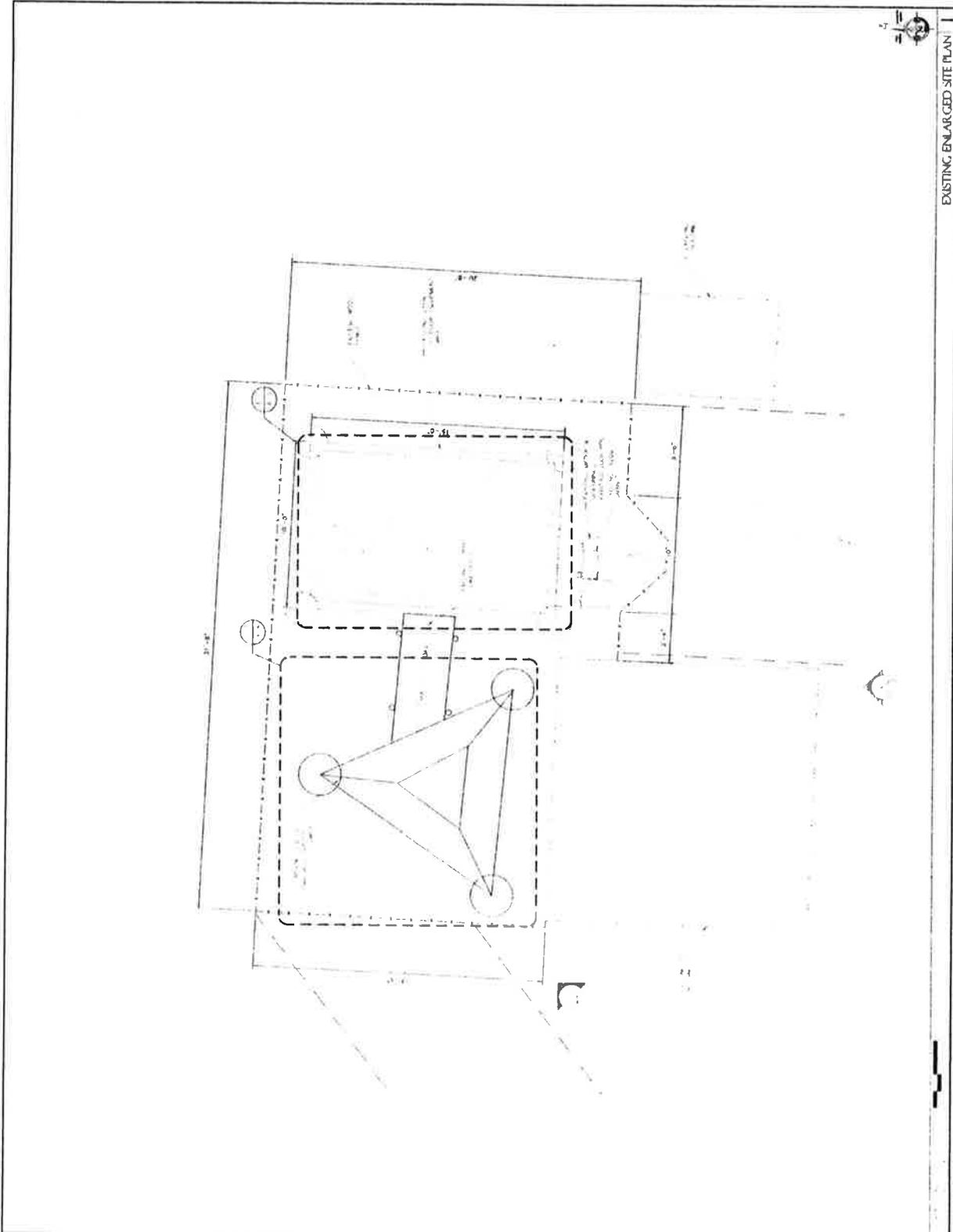
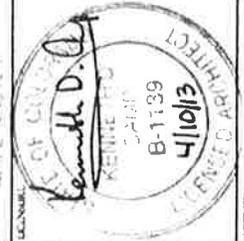
**Site ID #: DE05AL007**

**Exhibit B-1**

**[see attached]**



 	<b>GENERAL DYNAMICS</b> WIRELESS SERVICES	<b>KDC</b> 1000 S. QUINN ST., SUITE 1000 PUEBLO, CO 81004 PHONE: 303.733.4400 FAX: 303.733.4400	NETWORK VISION JAMES LAUNCH <b>PUEBLO FIRE STATION</b> DE05AL007 640 S. PUEBLO BLVD PUEBLO, CO 81004 PUEBLO COUNTY	SHEET TITLE SHEET NUMBER REVISION
PROJECT INFORMATION				SHEET NUMBER <b>A-2</b>



4  
 3  
 EXISTING ENLARGED SITE PLAN 1







DEPOSAL 007

RESOLUTION NO. 12750

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE ANTENNA CO-LOCATION LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND TEXAS TELECOMMUNICATIONS, LP, A TEXAS LIMITED PARTNERSHIP, APPROVING A MODIFICATION TO THE EXISTING PREMISE EQUIPMENT AND AGREEMENT TERM

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Amendment No. 1 to the Antenna Co-Location Lease Agreement between the City of Pueblo, a Municipal Corporation, and Texas Telecommunications, LP, relating to the upgrade of premise equipment and agreement term, attached hereto and having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The President of the City Council is hereby authorized and directed to execute said Amendment No. 1 to the Antenna Co-Location Lease Agreement for and on behalf of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Resolution and the attached contract to effectuate the transactions described therein.

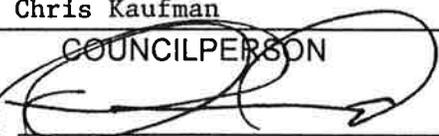
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 12, 2013

BY: Chris Kaufman

COUNCILPERSON

APPROVED: 

PRESIDENT OF CITY COUNCIL

ATTESTED BY:

  
CITY CLERK