

**FIRST AMENDMENT TO PCS ANTENNA CO-LOCATION AGREEMENT  
COLUMBIA FIRE DEPARTMENT STATION NO. 6**

This First Amendment to PCS Antenna Co-location Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Columbia, Missouri, a Missouri municipal corporation, having an address of P.O. Box 6015, Columbia, MO 65205-6015 ("City"), and Cellco Partnership d/b/a Verizon Wireless, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

Whereas City and Lessee entered into a certain PCS Antenna Co-location Agreement dated October 17, 2006 (the "Agreement") for Lessee's use of and co-location upon a flag pole antenna mast erected by a previous permitted PCS provider on land owned by the City at 3112 Chapel Hill Road, commonly known as Fire Station No. 6, being more particularly described in the Exhibit A attached to the Agreement (the "Property"), and

Whereas, the City and Lessee desire to amend and supplement the Agreement as provided herein, and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree to the following modifications to the Agreement:

1. **Section 6. TERM**, of the Agreement is hereby amended by the addition of the following as the second paragraph:

This Agreement shall automatically be extended for two (2) additional renewal terms of five (5) years each (each an "Additional Renewal Term"), with the first such Additional Renewal Term commencing on October 17, 2016; provided, however, either party can elect not to renew the Agreement for the second Additional Renewal Term by written notice given at least six (6) months prior to the end of the first Additional Renewal Term. Each Additional Renewal Term shall be on the same terms and conditions as set forth herein, except as provided in Section 7 of the Agreement.

2. **Section 7. RENT**, of the Agreement is hereby amended as follows:

Commencing on October 17, 2016, the rent shall be increased to \$1,500.00 per month. At the commencement of the second Additional Renewal Term on

October 17, 2021, provided neither party has terminated the Agreement by giving at least six (6) months' prior written notice to the other party of its intention not to renew the Agreement, rent shall be increased to \$1,725.00 per month.

3. **Section 14. INSURANCE**, the first full paragraph of Section 14 is hereby deleted in its entirety and replaced with the following:

Lessee will procure and maintain a commercial general liability insurance policy with a limit of \$4,000,000.00 for each occurrence, and \$4,000,000.00 general aggregate including contractual liability, products/completed operations and cross liability and shall be with an insurance company licensed, authorized or permitted to conduct business in the State of Missouri with an A.M. Best minimum rating of A-VII. The remaining portion of Section 14 requiring indemnification by Lessee shall remain in full force and effect.

4. **Section 16. NOTICE**, of the Agreement is hereby amended as follows:

If to City: City of Columbia  
Attn: Tony St. Romaine  
P.O. Box 6015  
Columbia, MO 65205-6015

If to Lessee: Cellco Partnership  
d/b/a Verizon Wireless  
Attention: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

5. This First Amendment will be governed by and construed and enforced in accordance with the jurisdiction of the Boone County, Missouri Circuit Court or the Western District of Missouri Federal Court system without regard to principles of conflicts of law.
6. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

7. City represents and warrants to Lessee that the City is the sole owner of fee simple title to the Property under the Agreement and that consent or approval of no other person is necessary for the City to enter into this Amendment.
8. Nothing in the Agreement shall be deemed to be a waiver of either sovereign immunity or public official immunity by the City.
9. The Agreement shall be deemed to meet the Commercial Lease safe harbor of the Bankruptcy Code. In the event Lessee files for bankruptcy relief, Lessee shall either affirm the Agreement and bring all payments current or reject the Agreement and remove all towers and equipment within the period allowed by applicable law.

[SIGNATURE PAGE FOLLOWS]

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

**Cellco Partnership  
d/b/a Verizon Wireless**

By: Scott Stewart

Name: \_\_\_\_\_

Title: Scott Stewart  
Director - Network Field Engineering

Date: 6/17/17

EXHIBIT "A"

Legal Description of Landlord's Property

A tract of land containing 1.4 acres, more or less, located in the Northeast Quarter (NE ¼) of Section Twenty-one (21), Township forty-eight (48) North, Range Thirteen (13) West, of the Fifth (5<sup>th</sup>) Principal Meridian, in the City of Columbia, Boone County, Missouri, as shown and described by the survey thereof recorded February 23, 1972 as Document No. 1366 in Book 400, Page 67, Deed Records of Boone County, Missouri.