

Office Use Only
SUB-CONTRACT NUMBER:
C2022-0142

**FIRST AMENDMENT TO COMMUNICATIONS
SITE LEASE AGREEMENT (WATER TOWER)**

This First Amendment to Communications Site Lease Agreement (Water Tower) ("Amendment") is made this ____ day of _____, 2022, by and between the City of Branson ("Lessor"), and Celco Partnership d/b/a Verizon Wireless ("Lessee"), with reference to the facts set forth in the Recitals below:

WHEREAS, Lessor and Lessee are parties to a Communications Site Lease Agreement (Water Tower) dated February 20, 2007 (the "Agreement"), whereby Lessee has leased a portion of Lessor's Land and Tower (as defined in the Agreement) to construct, operate and maintain a communications facility; and

WHEREAS, the Agreement term is scheduled to expire on July 31, 2022; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement and to otherwise amend the Agreement as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. Paragraph 4 of the Agreement shall be and hereby is amended by the insertion of the following as the second full paragraph thereto:

Commencing on August 1, 2022, this Agreement shall automatically continue in force for one (1) additional renewal term of fifteen (15) years.

2. Renewal Rent. Paragraph 5(b) is deleted in its entirety and replaced with the following:

Commencing on August 1, 2022, and on each August 1 thereafter during the term of the Agreement, the annual Rent shall be increased by an amount equal to 5% of the annual Rent payable with respect to the immediately preceding year.

3. Continued Effect. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed by each party's duly authorized representative effective as of the date first above written.

Lessor:

The City of Branson, Missouri

Lessee:

Cellco Partnership
d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

By: CK
Name: Chris Kunkle
Title: Sr Mgr - RE/Regulatory
Date: 6/8/22

ATTEST:

Lisa K. Westfall
City Clerk
Date

APPROVED AS TO FORM:

/s/ Bridget M. Findley #72572 03/15/2022
Interim City Attorney Date