

Tower: 2006B / AT&T

AT&T Site: Cape Coral Reverse Osmosis / FA #10080698

**FIRST AMENDMENT
TO
ANTENNA SITE LICENSE AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") is entered into this ____ day of _____, 2024 between **LEE COUNTY**, a political subdivision of the State of Florida, whose mailing address for purposes of this Amendment is Department of County Lands, 1500 Monroe Street, 4th Floor, Fort Myers, FL 33901 (the "**County**"), and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, an indirect subsidiary of AT&T, whose mailing address is 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

Recitals:

A. The County and Licensee are parties to an *Antenna Site License Agreement* dated March 15, 2022 (the "**Agreement**") pursuant to which Licensee utilizes space on the County-owned cell tower (the "**R.O. Tower**") located in the City of Cape Coral, adjacent to the City's reverse osmosis plant, for the operation of Licensee's communications equipment. Capitalized terms used herein but not defined herein, if any, have the meanings ascribed to them in the Agreement.

B. The R.O. Tower is located on land owned by the City of Cape Coral (the "**City**"). By separate *Communications Site Lease Agreement* dated May 19, 2014 between the City and Licensee (the "**Ground Space Agreement**"), Licensee leases space adjacent to the R.O. Tower from the City.

C. Licensee has requested the County's approval of proposed modifications to Licensee's equipment (defined in the Agreement as Licensee's Communication Facility).

D. The County has reviewed Licensee's application and associated construction drawings and reports and is agreeable to the proposed modifications to the Communication Facility on the terms and conditions set forth herein.

NOW THEREFORE, the parties agree as follows:

1. **EXHIBITS.**

(A) **Drawings.** Licensee shall be permitted to implement the equipment modifications reflected on the construction drawings attached hereto as **Exhibit B-1** (*Drawings*). Licensee shall obtain all federal, state and local governmental permits and approvals, including without limitation permits from the City, required in connection with the installation and operation of its equipment. Licensee shall follow all protocols for obtaining access to the Licensed Property set forth in the Agreement.

(B) **Equipment.** Licensee represents and warrants that the attached **Exhibit C-1** (*Equipment List*) accurately and completely describes the equipment modifications being implemented pursuant to this Amendment. Licensee shall remove from the Licensed Property all equipment that will no longer be utilized no later than the completion date of the work.

2. **EARLY TERMINATION.** All rights of the parties under the Agreement are subject to such terms and conditions as may be imposed from time to time by the City concerning the parties' use of the R.O. Tower. Notwithstanding anything to the contrary set forth in the Agreement, and in addition to the parties' termination rights set forth in the Agreement, the County shall have the right to terminate the

Agreement, without liability, if the City takes action to terminate or materially restrict the County's operation of the R.O. Tower or access to the R.O. Tower, to such a degree as necessitates the County's discontinued operation of the R.O. Tower. County shall give written notice thereof to Licensee as soon as reasonably possible following such action by the City. Upon any such termination, the provisions of Paragraph 5 (*Rights to Equipment; Condition on Surrender*) of the Agreement shall apply.

3. **RATIFICATION.** All terms of the Agreement not amended hereby and not inconsistent herewith remain in full force and effect, and the parties hereby ratify the Agreement, as amended hereby.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first set forth above.

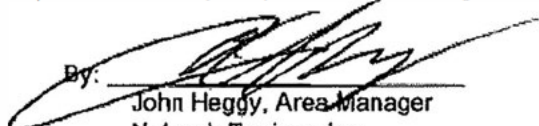
WITNESSES:

LICENSEE:

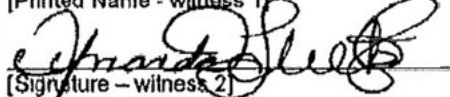
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation, its Manager

Alabrie Davis
[Signature - witness 1]

By: 
John Heggy, Area Manager
Network Engineering

Debbie Lewis
[Printed Name - witness 1]


[Signature - witness 2]

Amanda Schultz
[Printed Name - witness 2]

Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 2024.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Deputy Clerk

BY: _____
Mike Greenwell, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

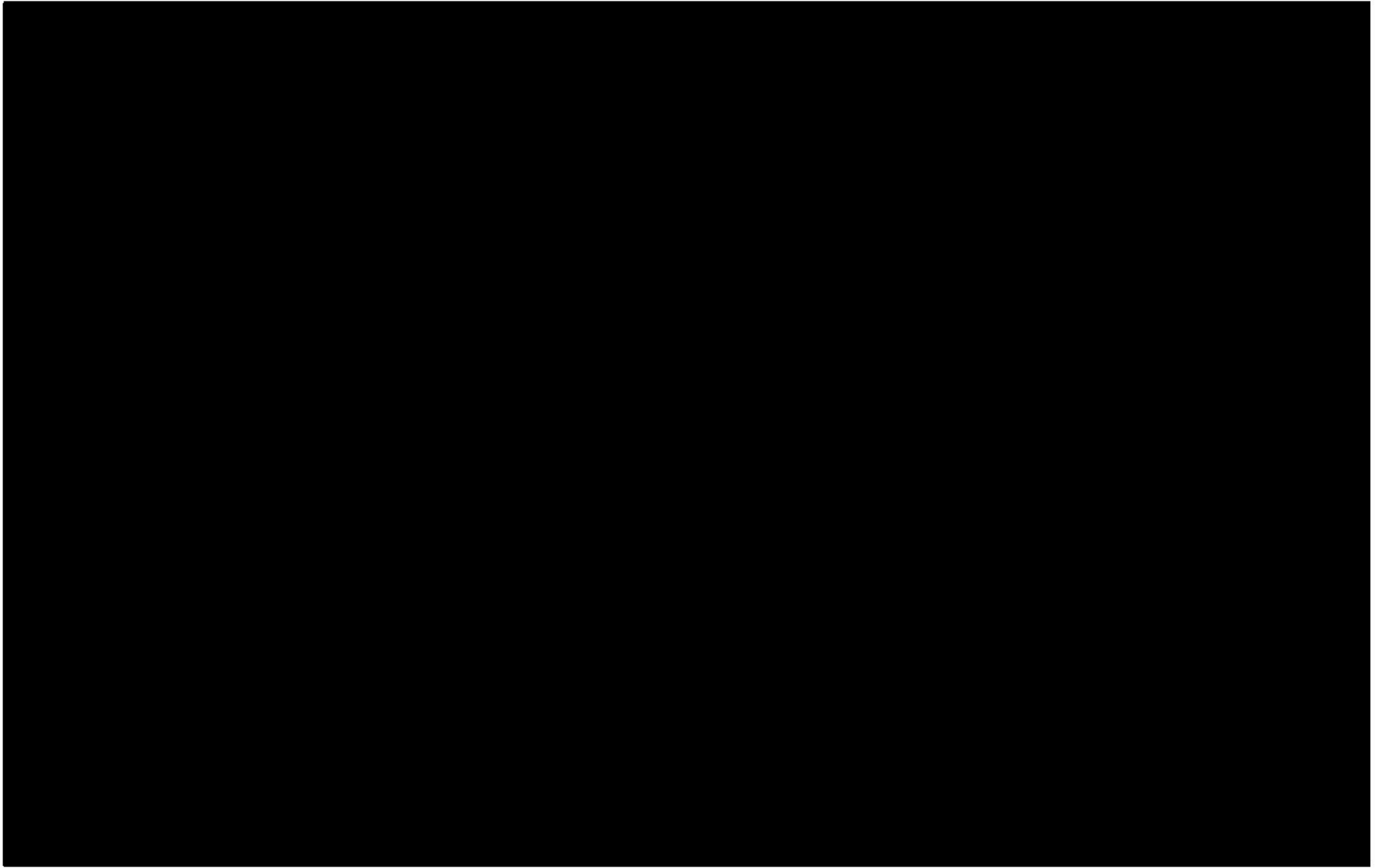
Attachments:
Exhibit B-1 - Drawings
Exhibit C-1 - Equipment List

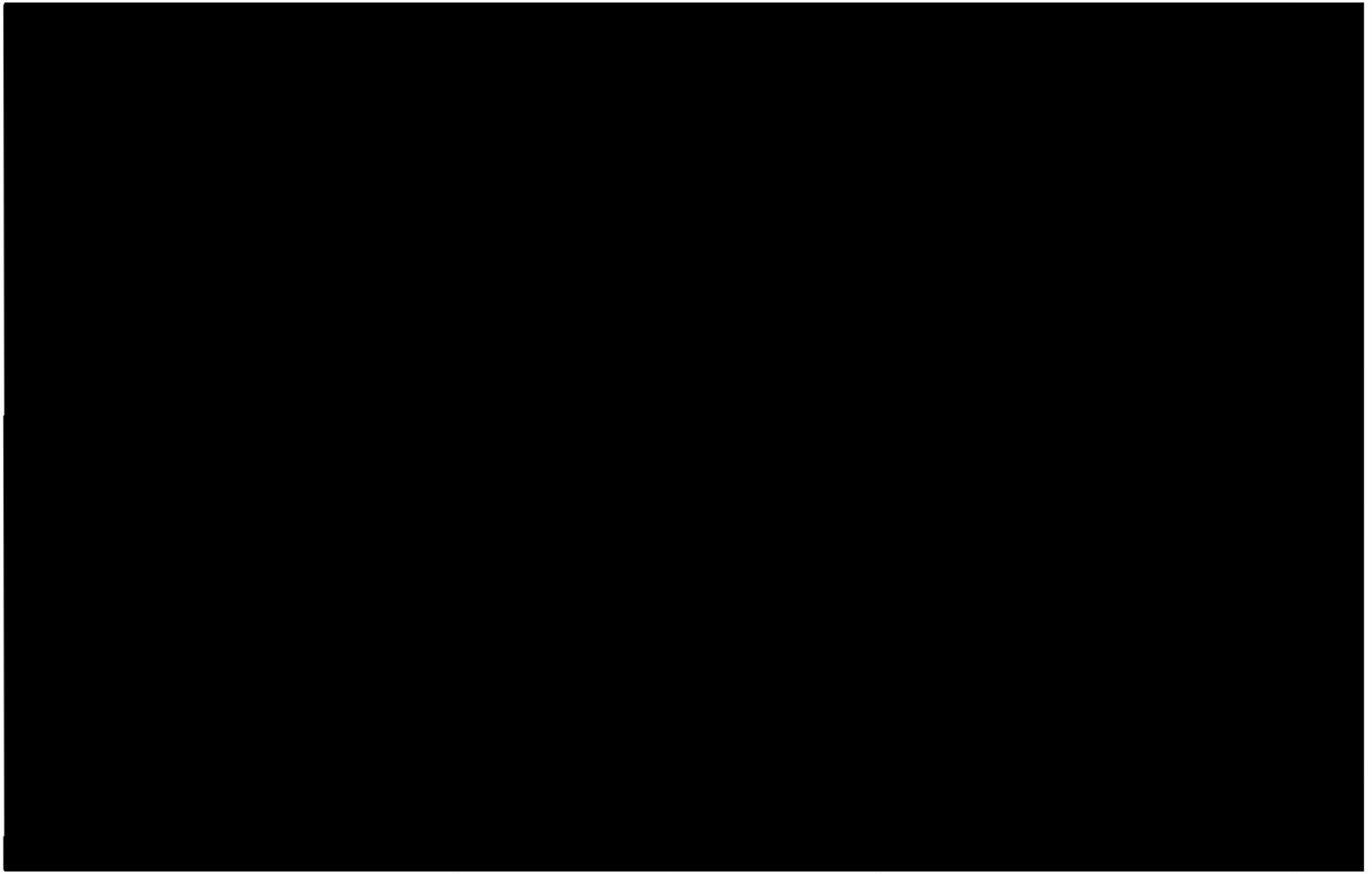
EXHIBIT B-1

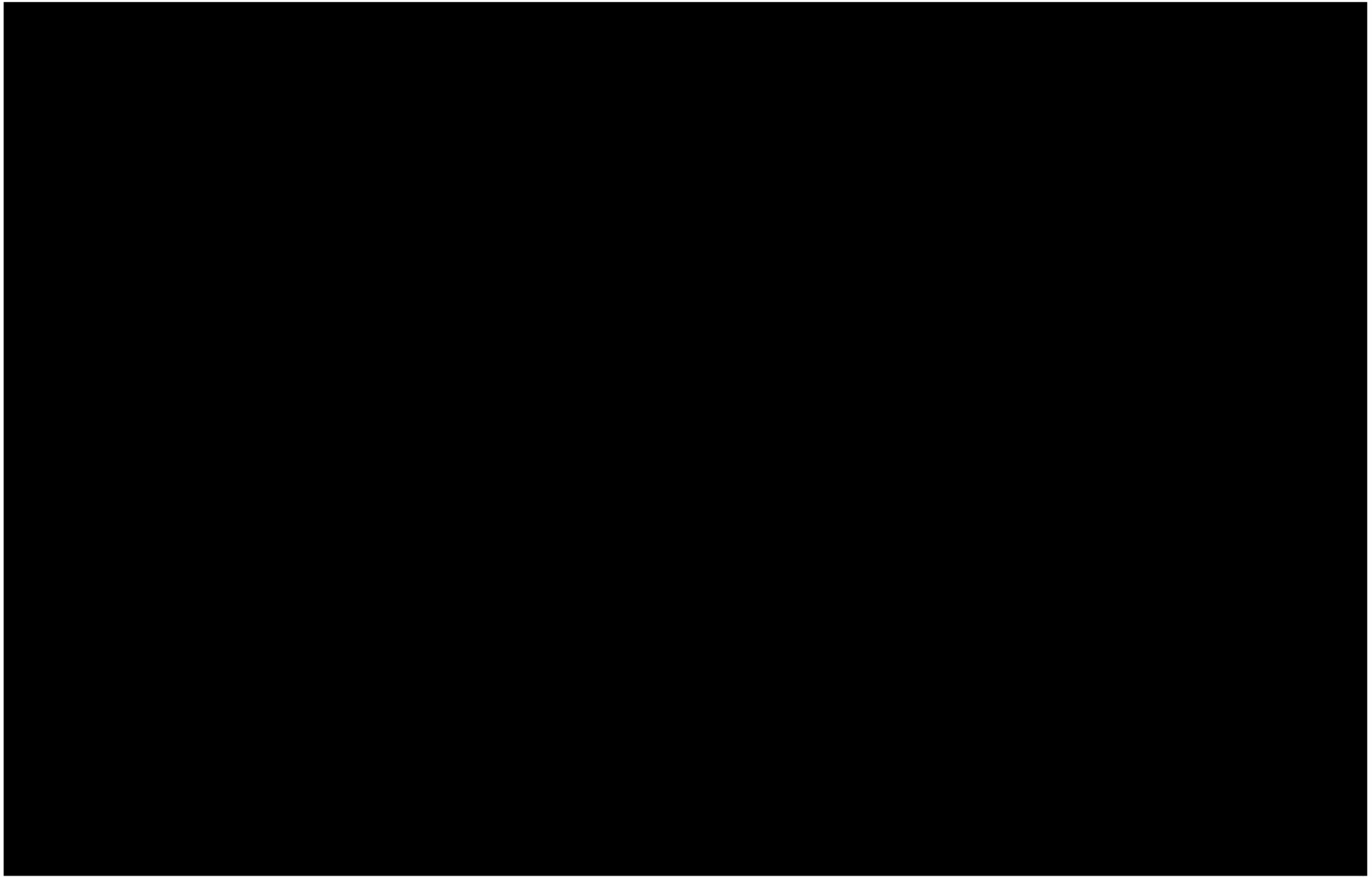


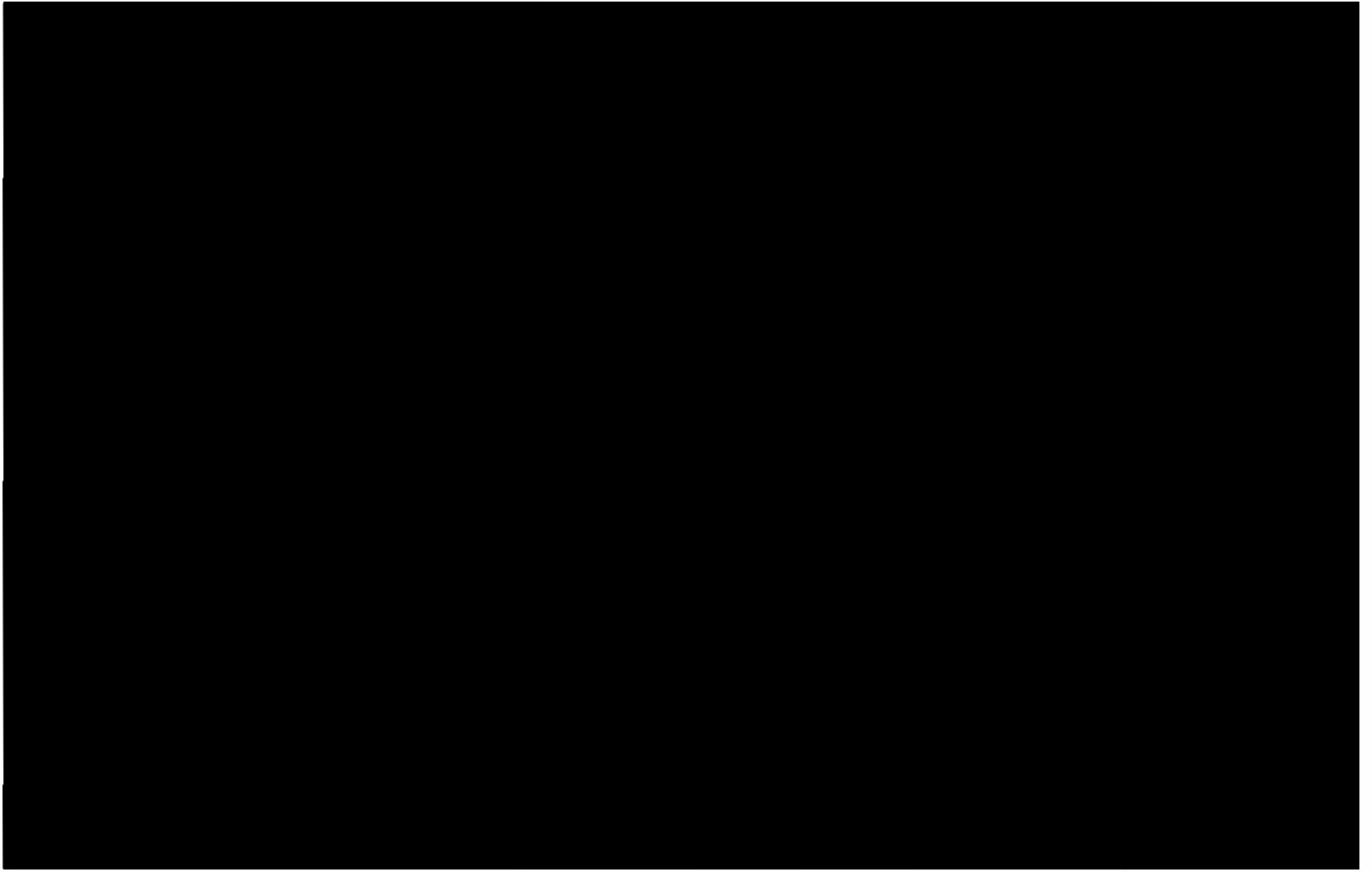
Exhibit B-1 Redacted per F.S. 119.071

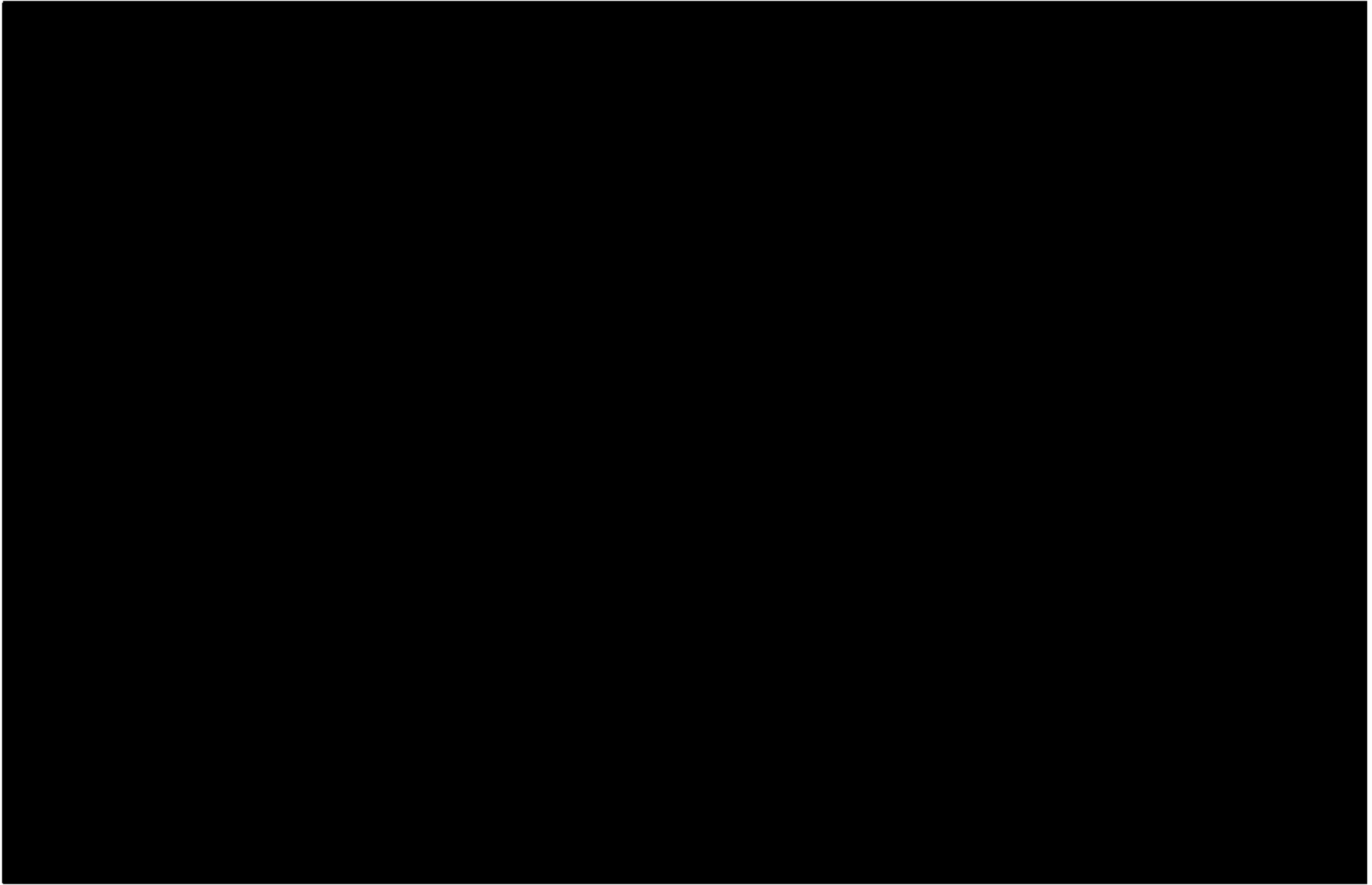


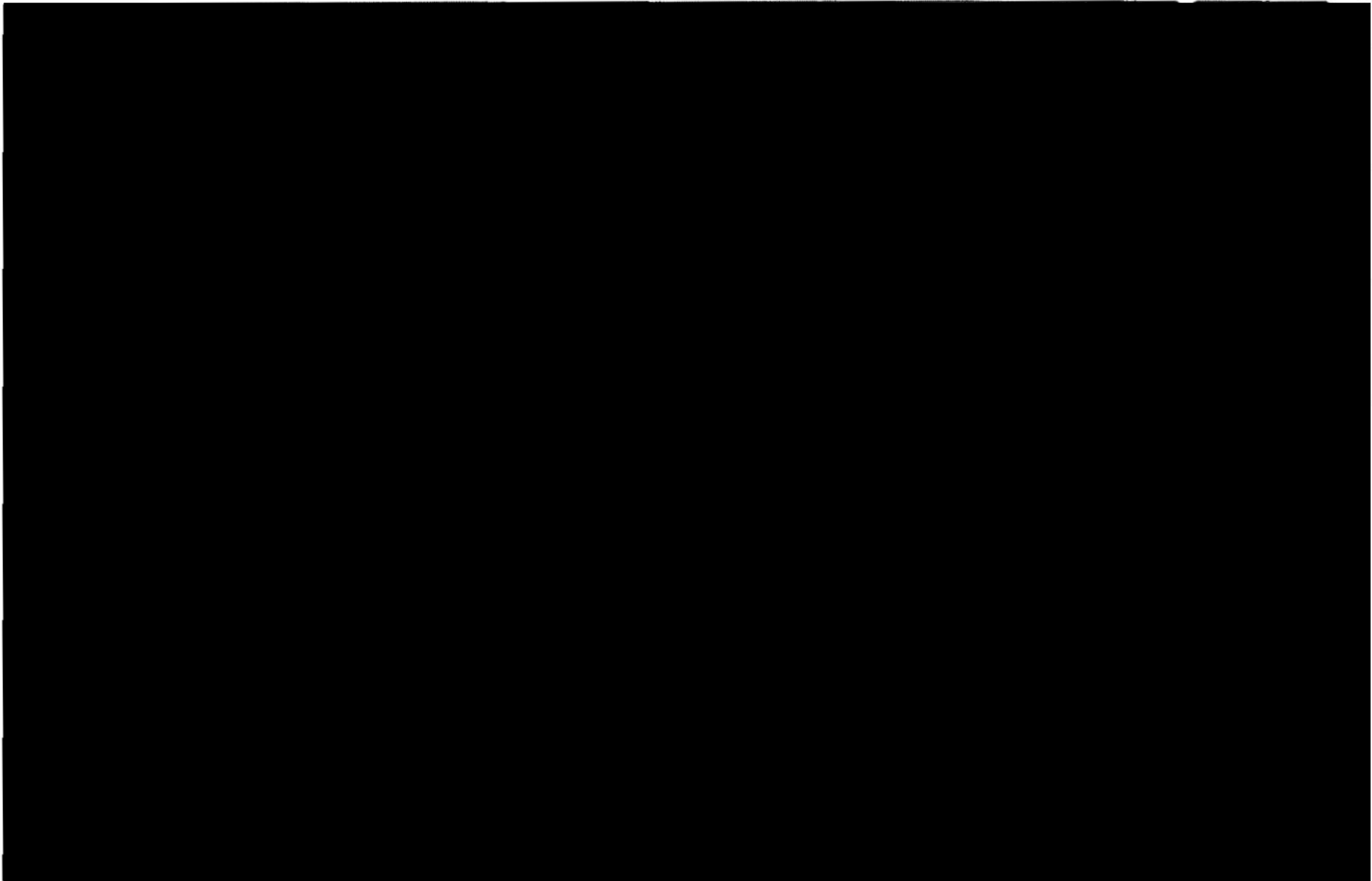


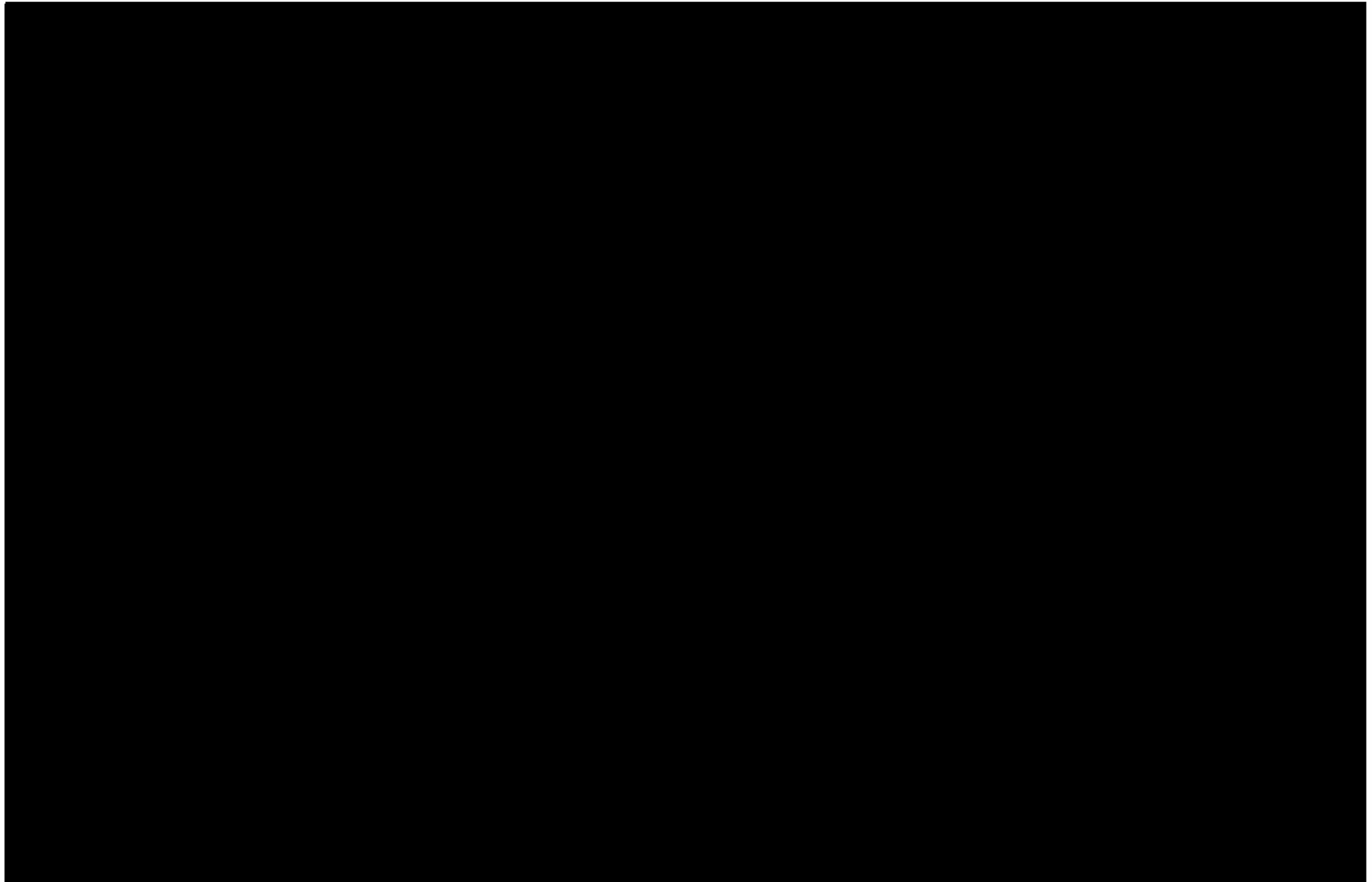












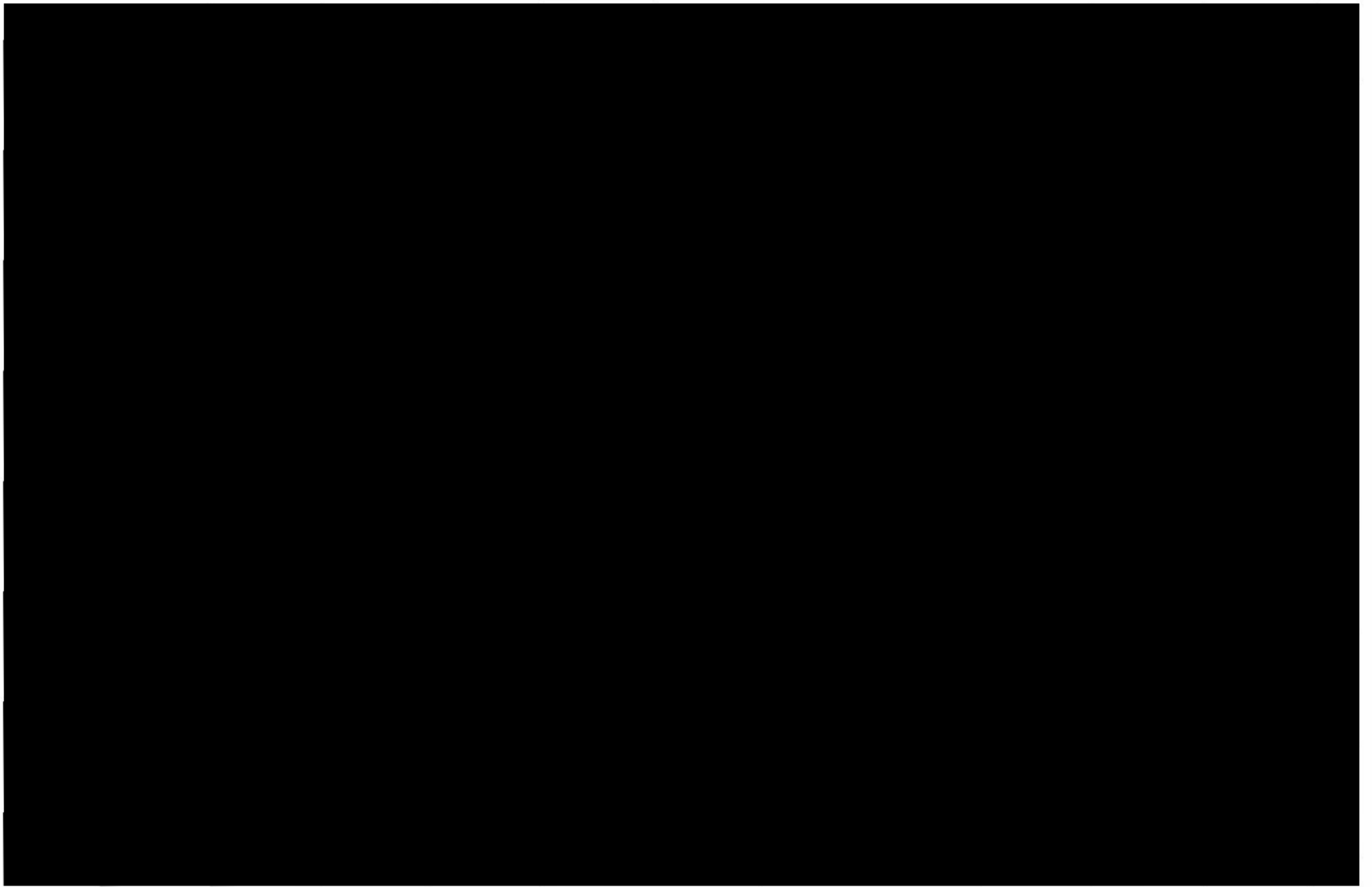


EXHIBIT C-1
Equipment List

Existing Equipment	Equipment to be Removed	Equipment to be Added	FINAL CONFIGURATION
Antennas:		(3) Ericsson AIR6419	(3) Ericsson AIR6419
		(3) Ericsson AIR6449	(3) Ericsson AIR6449
			(3) CommScope NNHH-65B-R4
			(3) CommScope NNH4-65B-R6H4
Antenna Transmit Frequencies:			
Transmit:			734-746,758-768,869.04-879.99,890.01-891.48,1982.5-1990,1965-1970,1970-1975,1975-1982.5,2110-2180,2315-2320,2345-2350, 3450-3550, 3700-3980
Receive:			704-716,788-798,824.04-834.99,845.01-846.48,1710-1780,1902.5-1910,1885-1890,1890-1895,1895-1902.5,2315-2320,2345-2350,3450-3550,3700-3980
Tower Mounted Equipment:	(3) Raycap DC6	(3) Raycap DC9	(3) Raycap DC9
	(6) Kaelus diplexers		(3) Ericsson RRU 4449 B5/B12
			(3) Ericsson RRU 8843 B2/B66A
			(3) Ericsson RRU 4478 B14
			(3) Ericsson RRUS-32 B30
Cables:	(3) 1-5/8" coax	(3) #6AWG power cables	(3) #6AWG power cables
			(6) #8AWG power cables
			(3) fiber cables
			(3) 1-5/8" coax
			(3) RET
Ground equipment:			10' x 16' equipment shelter
Other:			