

FIRST AMENDMENT TO PERMIT TO ATTACH, INSTALL, OPERATE AND MAINTAIN A WIRELESS COMMUNICATIONS NETWORK

This First Amendment to Permit to Attach, Install, Operate and Maintain a Wireless Communications Network (the "Amendment") is made this ____ day of _____, 20__, by and between the City of Orange ("City") and Los Angeles SMSA Limited Partnership, dba Verizon Wireless ("VZW"), with reference to the facts set forth in the Recitals below:

RECITALS

A. The City has the right and power to regulate the time, location, and manner of attachment, installation, operation and maintenance of wireless communications in the public-right-of-way within the limits of the City;

B. The City and VZW are parties to that certain Permit to Attach, Install, Operate and Maintain a Wireless Communications Network dated October 27, 2003 (the "Permit"). Pursuant to the Permit, VZW has a right to attach, install, operate and maintain a wireless communications network on facilities located in the public-right-of-way for purposes of operating its wireless communications network. The Permit expires pursuant to its terms on October 16, 2023.

C. The City and VZW have agreed to amend the Permit to extend the term of the Permit, 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. **Extension Terms.** Commencing on October 1, 2023, the City and VZW hereby agree that the term of the Permit shall be extended for a term of five (5) years and shall automatically be extended for three (3) additional extension terms of five (5) years each, unless VZW terminates the Permit by giving the City written notice of the intent to terminate at least sixty (60) days prior to the end of the then-current term.

2. **Fee Increase.** Effective as of October 1, 2023, the Annual Fee due under the Permit shall be Three Thousand Nine Hundred Ninety-Two and 76/100 Dollars (\$3,992.76) ("Annual Fee Increase"), payable monthly, in advance, for the use of each City-owned pole upon which Antenna(s) have been installed pursuant to the Permit. Effective as of October 1, 2024, and on each anniversary thereof during the term of the Permit, as extended hereby, the Annual Fee shall increase by an amount equal to four percent (4%) of the Annual Fee of the immediately preceding twelve month period.

3. **Continued Effect.** Except as specifically modified by this Amendment, all of the terms and conditions of the Permit shall remain in full force and effect. In the event of a conflict between any term or provision of the Permit 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 Permit. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

[Signatures appear on the following page.]

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

City:

The City of Orange

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

Approval as to form:

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

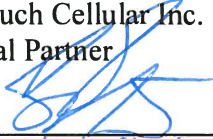
Attest:

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

VZW:

Los Angeles SMSA Limited Partnership,
dba Verizon Wireless

By: AirTouch Cellular Inc.
Its: General Partner

By:  _____
Name: Steve Lamb
Title: Dir. Net. Field Engineering
Date: 9/23/19