

FIRST AMENDMENT TO
GRUCom CO-LOCATION AGREEMENT
MILLHOPPER

This First Amendment ("First Amendment") to the Co-Location Agreement Millhopper recorded in Book 5139 Page 2076 of the Official Records of Alachua County (the "Millhopper Co-Location Agreement"), by and between CITY OF GAINESVILLE d/b/a GRUCom, a municipal corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 147117, Gainesville, Florida, 32614-7117, hereinafter referred to as "GRUCom", and ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, whose address is 12 SE 1st Street, Gainesville, Florida 32601, hereinafter referred to as "County." Throughout this First Amendment, both GRUCom and County may be referred to individually as "Party" or collectively as "Parties."

WHEREAS, County now desires to increase the number of power circuits within its Rack Space; and

WHEREAS, GRUCom and County wish to amend the Co-Location Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The number of power circuits to be furnished, installed and made available by GRUCom within **RACK ID C102-4** for use by County shall be increased from ten (10) to twelve (12). GRUCom shall achieve final completion of this work within sixty (60) calendar days of the Effective Date of this First Amendment. GRUCom agrees that the addition of these two power circuits will have a de minimis impact on the dead load and wind load on the Tower and, accordingly, a structural engineering analysis is not required for the installation of the two power circuits.
2. Each power circuit provided herein shall supply one hundred twenty volts alternating current (120VAC) rated at twenty amperes (20A).
3. "Exhibit A – Rack Space Details" to the GRUCom CO-LOCATION AGREEMENT MILLHOPPER recorded in the Book 5139, Page 2076 of the Official Records of Alachua County is hereby deleted and replaced in its entirety with the "Amended Exhibit A – Rack Space Details" attached to this First Amendment, which was amended to reflect the increased number of power circuits in RACK ID C102-4 from ten (10) to twelve (12).
4. County shall pay GRUCom a non-recurring **Installation Fee** in the amount of **\$1,465.00**. This non-recurring fee shall become due and payable upon the Installation Fee Due Date described in section 6 of this First Amendment and shall be paid concurrently with the Additional Rent payment(s) described in section 6 of this First Amendment.
5. The modifications described and allowed for here within this First Amendment are, pursuant to section 29 of the Millhopper Co-Location Agreement, subject to **Additional Rent** in the amount of **\$360.00/month**, increasing the total monthly rent to \$5,239.03.
6. This Additional Rent shall become due and payable effective upon the first day of the first full month following the date when GRUCom provides County with a written Notice of Completion informing County that the additional power circuits described herein are ready for use by County (the "Installation Fee Due Date").
7. The Additional Rent amount described herein shall be subject to adjustment pursuant to Section 28 of the Millhopper Co-Location Agreement.
8. All other existing rental amounts, as calculated and adjusted accordingly, which are provided for and described elsewhere under the Millhopper Co-Location Agreement shall remain unchanged, as-is, and in full force and effect.
9. In the event of any inconsistencies between the terms and conditions contained in the Millhopper Co-Location Agreement (including, without limitation, any schedules, exhibits or attachments to the Co-Location Agreement) and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth above, all provisions of the Millhopper Co-Location Agreement shall remain unchanged and in full force and effect.

Any terms used in this First Amendment that are defined in the Millhopper Co-Location Agreement shall have the meanings assigned to them in the Millhopper Co-Location Agreement.

10. Authorization to Execute. Each Party represents and warrants to the other Party that this First Amendment has been lawfully approved, and that the person signing this First Amendment is duly authorized to bind their respective Party.
11. Recording. After execution by both Parties, the County may record this First Amendment in the Official Records of Alachua County, Florida.
12. Effective Date. This First Amendment shall become effective upon the latter date it is executed by the two Parties.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by the following duly authorized representatives of the Parties.

GRUCOM:

COUNTY:

CITY OF GAINESVILLE d/b/a GRUCom

ALACHUA COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Approved as to Form and Legality:



Utilities Attorney

Approved as to Form:

Alachua County Attorney

(SUPPLEMENTAL INFORMATION AND ATTACHMENTS TO FOLLOW)

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AMENDED EXHIBIT "A" - RACK SPACE DETAILS

RACK SPACE DIMENSIONS: 127.5 (approximate) square feet of building space measuring 17.0 (approximate) feet x 7.5 (approximate) feet for the placement of industry standard racks, computing equipment, telecommunications equipment, and radio transmission equipment.

RACK ID: C102-1
RACK DIMENSIONS / TYPE: 19" 48RU / OPEN FRAME
RACK POWER: 7 x 120VAC 20A CIRCUITS

RACK ID: C102-2
RACK DIMENSIONS / TYPE: 19" 48RU / OPEN FRAME
RACK POWER: 11 x 120VAC 20A CIRCUITS

RACK ID: C102-3
RACK DIMENSIONS / TYPE: 19" 44RU / OPEN FRAME
RACK POWER: 1 x 120VAC 20A CIRCUIT

RACK ID: C102-4
RACK DIMENSIONS / TYPE: 19" 48RU / OPEN FRAME
RACK POWER: 12 x 120VAC 20A CIRCUITS

RACK ID: C102-5
RACK DIMENSIONS / TYPE: 19" 48RU / OPEN FRAME
RACK POWER: 4 x 120VAC 20A CIRCUITS

RACK ID: C102-6
RACK DIMENSIONS / TYPE: 19" 48RU / CLOSED FRAME
RACK POWER: 8 x 120VAC 20A CIRCUIT

(AMENDED EXHIBIT "A" CONTINUED ON FOLLOWING PAGE)

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AMENDED EXHIBIT "A" - RACK SPACE DETAILS (CONTINUED)

FLOOR PLAN:

