

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN CITY OF
VENICE AND FIBERNET DIRECT FLORIDA LLC**

This FIRST AMENDMENT TO SETTLEMENT AGREEMENT (“Amendment”), which is effective as of the last date on which all Parties have executed this Amendment below (“Effective Date”), is entered into by the City of Venice (the “City”) and Fibernet Direct Florida LLC (“Fibernet”), each individually a “Party” and collectively the “Parties.”

Recitals

WHEREAS, on November 30, 2018, the City and Fibernet entered into a Settlement Agreement (the “Settlement Agreement”) regarding a dispute between the Parties related to the City’s access to, and use of, fiber optic cable installed by Fibernet in conduit owned by the City (the “Fibers”); and

WHEREAS, in a transaction effective December 31, 2018, Fibernet was merged with and into Crown Castle Fiber LLC, a New York limited liability company (“CCF”), and CCF is therefore the successor in interest to Fibernet with respect to the Settlement Agreement; and

WHEREAS, Paragraphs 2 and 5 of the Settlement Agreement provide for the City to continue to use the Fibers until such time the City is able to complete installation of additional fibers in the conduit for use and ownership by the City to serve the City’s communications and information technology needs or November 30, 2019, whichever occurs first; and

WHEREAS, the City needs additional time to complete the installation of the additional fibers and CCF is willing to provide said additional time subject to certain terms and conditions; and

WHEREAS, the Parties now desire to amend the Settlement Agreement accordingly.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, agreements, recitals, definitions, payments, and premises contained herein, in the Settlement Agreement, and

for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Settlement Agreement as follows:

1. The Parties incorporate by reference the recitals set forth above, and those recitals are made a part of this Amendment.

2. Paragraph 5 of the Settlement Agreement shall be replaced in its entirety with the following:

5. Return of Fibers to Fibernet.

A. Upon receipt by Fibernet of the City's notice of completion of installation described in Paragraph 4 above or December 31, 2019, whichever occurs first, Fibernet shall be entitled to exclusive use and ownership of all of the Fibers including, but not limited to, those Fibers that were being used by the City at the time the City initiated the Lawsuit. Fibernet will arrange and pay for splicing any of the Fibers used by the City at the time of initiation of the Lawsuit to reunite such Fibers with all of the other Fibers installed by Fibernet in the City's conduit.

B. The City's right to the continued use of the Fibers until December 31, 2019, shall be without any additional payment or other compensation from the City to Fibernet.

C. If necessary, the City shall have the right to continue to use the Fibers after December 31, 2019, subject to the Parties entering into a Customer Agreement. The terms and conditions of the Customer Agreement shall provide that the "Monthly Recurring Cost" (MRC) for the City's use of the Fibers shall be at the not-to-exceed rate of fifty-seven and 00/100 dollars (\$57.00) per fiber/per mile. The Parties further acknowledge that based on the seventy-seven (77) fibers currently being used by the City, this would result

in an MRC of the not-to-exceed amount of four thousand, three hundred eighty-nine and 00/100 dollars (\$4,389.00) per month. In addition, the terms and conditions of the Customer Agreement shall provide that the City may terminate the Agreement with ten (10) days written notice and that payment of the MRC shall be prorated accordingly based on the date of termination.

3. All other terms and conditions of the Settlement Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Parties have executed this First Amendment to Settlement Agreement.

CITY OF VENICE

By: _____

Date: _____

Its: _____

CROWN CASTLE FIBER LLC

By: 

Date: 11/11/2019

Its: Associate General Counsel