

AMENDMENT

WEBER STATE UNIVERSITY

AND

WEBER COUNTY, STATE OF UTAH

THIS AMENDMENT, is made and entered into August 25th, 2021, by and between WEBER STATE UNIVERSITY (“WSU”) and WEBER COUNTY, STATE OF UTAH (“COUNTY”).

WITNESSETH:

WHEREAS, WSU and COUNTY entered into a certain Land Lease Agreement (Ice Sheet Expansion) dated August 1, 2012, as amended (“Agreement”), whereby COUNTY expanded a lease upon certain property owned by WSU to expand the Weber County Sports Complex, a sporting complex owned and operated by the COUNTY;

WHEREAS, the parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. WSU and COUNTY have agreed to modify the terms of the Agreement whereby COUNTY hereby grants WSU a five (5) year lease (hereinafter “Initial Term”) to install and maintain network equipment and a communication line (“Equipment”) more particularly described in **Exhibit A**, which is incorporated herein by reference, on the roof Marquardt Field House as part of the Weber County Sports Complex (“Location”) which installation and Location is more particularly described in **Exhibit B**, which is incorporated herein by reference. COUNTY agrees to use its reasonable efforts to coordinate with WSU to install the Equipment and grant personnel authorized by WSU the access reasonably necessary to install the Equipment at the Location. The Term may be extended for another five (5) year term upon WSU providing notice to the COUNTY prior to the expiration of the Initial Term.
2. The Equipment is and shall at all times be and remain personal property of the WSU, notwithstanding that the Equipment, or any part thereof, may now be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws or otherwise. In no event shall COUNTY assert any ownership interest in or to the Equipment. COUNTY shall not grant or permit any person or business entity to assert a security or other interest in the Equipment. At all times during the Term, COUNTY shall ensure that the Equipment is identified as being owned by WSU. Upon a request, COUNTY shall promptly provide personnel authorized by the WSU access to the Equipment.

This Amendment is effective August 25th, 2021 (“Effective Date”), unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

WEBER STATE UNIVERSITY

By: _____



Name: Norm Tarbox

Title: Vice-President for Administrative Services

WEBER COUNTY, STATE OF UTAH

By: _____

Name: _____

Title: _____

EXHIBIT A

Equipment Description

3x - Baicells Nova 436Q LTE base station - Part number MBS31001-DC - Reference

URL <https://web.archive.org/web/20210506145616/https://na.baicells.com/product/Details?id=95e4cc20-15f8-42cb-921a-ff0e9298bb35> or a functionally equivalent receiver/transmitter as a hub that forms part of a local wireless network.

6x - KP Performance 3.5-4.2GHz 33° Sector Antenna - Part number KP-3DP33S-45 - Reference

URL <https://web.archive.org/web/20210506150253/https://www.kpperformance.com/35ghz-42ghz-33degree-sector-antenna-188dbi-2-port-45-slant-kp-3dp33s-45> or a functionally equivalent antenna

2x - Baird B3-34x40 2.88" OD x 10' MAST- Part Number B3-34X40 - Reference

URL <https://web.archive.org/web/20210623181908/https://www.bairdmounts.com/products/B3-34x40,-2.37-OD-x-5-Mast-w-Pad?pid=1602> of a functionally structure;

16x 4in x 8 in x 16 in Solid Concrete Block (33 pounds each) or a functionally equivalent grounding block

Category 6 networking cable or a functionally equivalent networking cable

Copper DC power wire or a functionally equivalent power wire

Copper ground wire or a functionally equivalent ground wire

EXHIBIT B

Installation and Location Description

The Equipment will be installed preferably in the areas designated by black dots and in the alternative will be installed within the area within the red shapes.

