

**EXHIBIT 1**

AMENDMENT TO AGREEMENT BETWEEN CROWN CASTLE NG EAST LLC AND CITY OF RYE,  
NEW YORK

Whereas, the City of Rye, New York ("City") and Crown Castle NG East LLC ("Crown Castle") entered into a certain agreement that, among other things, set out the dates by which City would be treated as having failed to act for purposes of 47 U.S.C. Section 332(c)(7), to the extent it applies; and

Whereas, the parties wish to provide for additional time for, among other things, a decision by the City Council on Crown Castle's pending request, and work in good faith to resolve current disagreements between them before that date is triggered;

NOW THEREFORE, THE PARTIES AMEND THE AGREEMENT AS FOLLOWS:

1. Paragraphs 3 and 4 are amended to read as follows:
  3. The City Council will not take action on the request now before it until April 19, 2017, and if it fails to take action on such date, Crown Castle may take any action it may take under law or contract. To the extent it applies, April 19, 2017 will be treated as the date the City will be presumed to have failed to act under 47 U.S.C. § 332(c)(7).
  4. The parties understand that there may be one or more public hearings before the date for action. In addition, the parties agree to work together in good faith to identify and address procedural or substantive issues associated with the requests, with the goal of enabling the City Council to take action on the requests specified in the preceding paragraph. The City shall provide Crown Castle with copies of any non-privileged reports it may procure from consultants or City staff on or before April 12, 2017 and Crown Castle shall have the right to provide responsive materials up to and including April 17, 2017. The parties remain free to amend this agreement, but the amendments must be in writing.
2. The City extends the date for cure specified in that October 3, 2016 letter from the City to Crown Castle to May 12, 2017.
3. The City shall hold open any public hearing on amendments to Chapter 196 of the City Code, and/or any other local law introduced by the City Council to regulate installation of "Equipment" as that term is defined in that certain Right of Way Use Agreement executed in February 2011 between the City and Crown Castle, until at least April 19, 2017.

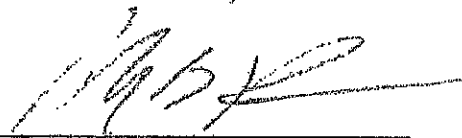
4. The City and Crown Castle shall hold at least one in person settlement conference on a date to be determined, but in no event shall such settlement conference take place earlier than March 29, 2017 or later than April 12, 2017. To facilitate the settlement conference, the City shall provide a written response to Crown Castle's March 1, 2017 settlement discussion on or before March 29, 2017. The parties are free to hold additional discussions and conferences telephonically at any time.
5. Any meetings among the City, Crown Castle and any non-parties to this Agreement may be scheduled at the discretion of the Parties on terms and conditions to be agreed to in advance thereof, and each Party hereto reserves the right to decline any such meetings with non-parties in their absolute discretion.

For the City of Rye

By: Kristen K. Wilson

Kristen K. Wilson, Esq., Corporation Counsel, as authorized by the Mayor and City Council

For Crown Castle NG East, LLC

By: 

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March 27, 2017