

FIRST AMENDMENT TO WATER TOWER LICENSE AGREEMENT

THIS FIRST AMENDMENT TO WATER TOWER LICENSE AGREEMENT (the "Amendment"), dated as of the latter of the signature dates below (the "Effective Date"), is made by and between **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP**, a Delaware limited partnership d/b/a VERIZON WIRELESS with principal office address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Licensee") and **MARION COUNTY**, Florida, a political subdivision of the State of Florida, having a mailing address of 601 SE 25th Avenue Ocala, Florida 34471 ("Licensor").

WITNESSETH

WHEREAS, the parties entered into that certain Water Tower License Agreement dated April 5, 2005 ("Agreement"), for the purpose of the Licensee installing, operating, repairing and maintaining a Communication Facilities on a portion of the premises located at 493 Oak Road, Ocala, Florida (PID 9029-0000-02); and

WHEREAS, Licensor and Licensee desire to enter into this First Amendment in order to amend the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor and Licensee agrees as follows:

1. **Initial Term Commencement Date.** The parties hereby ratify and affirm that the commencement date for the Initial Term of the Agreement was July 1, 2005 (the "Commencement Date").

2. **Exhibit "A" to the Agreement.** From and after the date hereof, Exhibit "A" attached to the Agreement is hereby deleted and replaced with Exhibit A-1 attached hereto and incorporated herein. Licensor hereby grants permission to Licensee to make the modifications shown on Exhibit A-1.

3. **Equipment.** From and after the date of this Amendment, Exhibit "B" attached to the Agreement is hereby deleted and replaced with Exhibit B-1 attached hereto and incorporated herein. Licensor hereby grants permission to Licensee to install, maintain and operate the radio communications equipment, antennas and appurtenances described on Exhibit B-1, provided, that the number antenna installed on the premises shall not exceed six (6). GPS antennas shall not be included in such total.

4. **Paragraph 3. Amendment: Term.** Paragraph 3 of the Agreement is hereby amended to delete the Paragraph in its entirety and insert in lieu thereof the following:

“Commencing on the latter to occur of (i) the first day of the month following the date this Amendment is executed by both parties or (ii) the first day of the month following the date Licensee is granted a building permit by the governmental agency charged with issuing such permits to install the modifications contemplated by this Amendment (the "Increase Date"), the annual rent shall increase to Twenty One

Thousand Six Hundred Dollars (\$21,600.00) payable on the first day of each month in equal monthly installments of One Thousand Eight Hundred Dollars (\$1,800.00). Following such one time increase, the annual rent will be increased beginning on July 1, 2013 and on each anniversary of the Commencement Date thereafter throughout the Agreement Term (as defined below) by an amount equal to three percent (3%) of the rental rate in effect for the prior year. Licensor and Licensee acknowledge and agree that the initial amount of the increased rental payment(s) may not actually be sent by Licensee until thirty (30) days after the Increase Date. Notwithstanding anything to the contrary, the parties agree that installation of the modifications contemplated by this Amendment may occur prior to the Increase Date."

5. **Paragraph 4. Amendment: Extensions.**

(a) Pursuant to Paragraph 4 of the Agreement, the Agreement is currently in the first (1st) 5-year extension period (the "Existing Term"), which Existing Term commenced on July 1, 2010 and is set to expire on June 30, 2015. Thereafter, there are three (3) additional and consecutive terms (each a "Renewal Term") of five (5) years each remaining under Paragraph 4 of the Agreement. Licensor hereby grants to Licensee one (1) additional, consecutive 5-year Renewal Term, so that as of the Effective Date, Licensee shall have four (4) additional, consecutive 5-year Renewal Terms remaining under the Agreement following the expiration of the Existing Term. The Existing Term and the Renewal Terms shall be collectively referred to herein as the "Agreement Term".

(b) Paragraph 4 of the Agreement is hereby amended to provide that each Renewal Term shall automatically occur unless Licensee provides notice of its intention not to renew not less than ninety (90) days prior to the expiration of the Existing Term or any Renewal Term.

6. **Paragraph 5. Extension Rentals.** Paragraph 5 of the Agreement is hereby amended to delete the Paragraph in its entirety.

7. **Paragraph 6. Additional Extensions.** Paragraph 6 of the Agreement is hereby amended to delete the Paragraph in its entirety.

8. **Paragraph 7. Amendment: Use; Government Approvals.** Paragraph 7 of the Agreement is hereby amended to delete the fourth (4th) sentence thereof in its entirety and insert in lieu thereof the following:

"Licensee shall have the right to replace, repair, add or otherwise modify its ground equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement without the prior consent of Licensor."

9. **Paragraph 13. Amendment: Insurance.** Paragraph 13 of the Agreement is hereby amended to delete the Paragraph in its entirety and insert in lieu thereof the following:

"Licensee shall provide Licensor, on an annual basis, proof of coverage naming Licensor as additional insured on the required general liability insurance coverage as

indicated below. During the initial term and all renewal terms of this Agreement, Licensee shall maintain, at its own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than \$1,000,000.00 per person and \$3,000,000.00 annual aggregate; or \$3,000,000 combined single limit coverage for bodily injury and property damage. Such insurance shall insure against liabilities arising out of or in connection with Licensee's use or occupancy of the Property and the Tower subject to the standard exceptions found in commercial general liability insurance policies. If the Commercial General Liability form is used then Coverage A shall include premises and independent contractors. Additionally Coverage B shall include personal injury. Licensee shall provide a Certificate of Insurance, evidencing the required policy issued by a company authorized to do business in the state of Florida and with an A.M. Best Company rating of at least B+, showing Marion County Board of County Commission as an additional insured and should be shown as the Certificate Holder. Licensor must also be notified when the policy aggregate limits have been eroded by ½. This Agreement shall not be effective until the required Certificate(s) have been provided. The Agreement shall not continue after expiration (or cancellation) of the insurance policies and shall not resume until new Certificate(s) evidencing reinstatement have been provided."

10. **Paragraph 22. Amendment: Assignment.** Paragraph 22 of the Agreement is hereby amended by adding the following sentence:

"No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder."

11. **Paragraph 23. Amendment: Notice.** Paragraph 23 of the Agreement is hereby amended by adding an address for Licensor:

Licensor: Marion County BCC
Attn: County Administrator
601 SE 25th Avenue
Ocala, FL 34471

Cc: Office of the County Engineer
ROW & Property Management
412 SE 25th Avenue
Ocala, FL 34471

Licensee: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster NJ 07921
Attn: Network Real Estate

12. **Treatment.** Notwithstanding the fact that the Agreement is a license and that a license is normally revocable at will by the grantor, the parties hereto agree that the license granted

by the Agreement, as amended hereby, is not revocable at will and that the Agreement can only be terminated in accordance with the provisions of the Agreement or as a result of a default that is not cured within any applicable notice and cure period set forth in the Agreement or otherwise as ordered by a of court competent jurisdiction.

13. **Authority.** Licenser represents and warrants that, as of the date of this Amendment, Licenser is duly authorized and has the full power, right and authority to enter into this Amendment and to perform all of the Licenser's obligations under this Amendment and to execute and deliver this Amendment to Licensee.


14. **Remainder of Agreement Unaffected.** In all other respects, the remainder of the Agreement shall remain in full force and effect. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control.

15. **Recordation.** Licensee, at its cost and expense, shall have the right to record a memorandum of the Agreement, as amended hereby, in the public records of Marion County, Florida, at any time following the execution of this Amendment by all parties hereto.

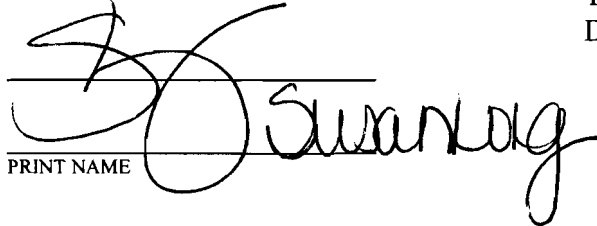
[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Amendment to be effective as of the Effective Date.

WITNESSES:



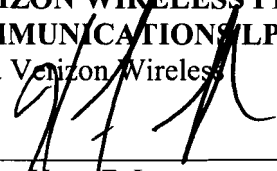
Lynne Carlisle
PRINT NAME



PRINT NAME

LICENSEE:

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
d/b/a Verizon Wireless

By: 

Name: Hans F. Leutenegger
Title: Area Vice President Network
Date: June 18, 2012

LICENSOR:

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA**



DAVID R. ELLSPERMANN,
CLERK OF THE COURT



CHARLIE STONE, CHAIRMAN
Date: July 3, 2012

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



ROBERT ZACHARY,
CHIEF ASSISTANT COUNTY ATTORNEY

EXHIBIT A-1
Page 1 of 3

*Licensee is referred to in this Exhibit as "Verizon Wireless" or "VZW".

LEGAL DESCRIPTION (PARENT TRACT "WATER PLANT #1") (O.R. 1984, PG. 1864)

TRACT "V", BLOCK 722, SILVER SPRINGS SHORES, UNIT 29, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "J", PAGE 227, THROUGH 231, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT THE SOUTHERLY CORNER OF SAID TRACT "V", THE SAME BEING THE NORTHEAST CORNER OF LOT 38, OF SAID BLOCK 722; THENCE RUN NORTH 80°44'29" WEST, ALONG THE WESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 147.00 FEET TO A POINT; THENCE RUN NORTH 28°12'16" EAST, PARALLEL TO THE NORTHERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 120.00 FEET TO A POINT; THENCE RUN SOUTH 80°44'29" EAST, PARALLEL TO THE WESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 147.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OAK ROAD, ACCORDING TO THE PLAT OF SILVER SPRINGS SHORES, UNIT 14, AS RECORDED IN PLAT BOOK "J", PAGE 52, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE RUN SOUTH 28°12'16" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OAK ROAD, FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (VERIZON WIRELESS 10'X24' LEASE PARCEL)

A PORTION OF TRACT "V", BLOCK 722, SILVER SPRINGS SHORES, UNIT 29, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "J", PAGE 227, THROUGH 231, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF SAID TRACT "V", THE SAME BEING THE NORTHEAST CORNER OF LOT 38, OF SAID BLOCK 722, THENCE RUN N80°33'01"W, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 287.86 FEET; THENCE RUN N28°12'16"E, PARALLEL TO THE WESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 117.28 FEET TO THE POINT OF BEGINNING; THENCE RUN N81°47'44"W, A DISTANCE OF 10.00 FEET; THENCE RUN N28°12'16"E, A DISTANCE OF 24.00 FEET; THENCE RUN S81°47'44"E, A DISTANCE OF 10.00 FEET; THENCE RUN S28°12'16"W A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINING 240 SQUARE FEET OR 0.006 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (VERIZON WIRELESS 4'X7' PROPANE TANK AREA)

A PORTION OF TRACT "V", BLOCK 722, SILVER SPRINGS SHORES, UNIT 29, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "J", PAGE 227, THROUGH 231, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF SAID TRACT "V", THE SAME BEING THE NORTHEAST CORNER OF LOT 38, OF SAID BLOCK 722, THENCE RUN N80°33'01"W, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 270.81 FEET; THENCE RUN N28°12'16"E, PARALLEL TO THE WESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 143.23 FEET TO THE POINT OF BEGINNING; THENCE RUN N81°47'44"W, A DISTANCE OF 7.00 FEET; THENCE RUN N28°12'16"E, A DISTANCE OF 4.00 FEET; THENCE RUN S81°47'44"E, A DISTANCE OF 7.00 FEET; THENCE RUN S28°12'16"W A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINING 28 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (VERIZON WIRELESS ACCESS & UTILITY EASEMENT)

TOGETHER WITH A 20' WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS & UTILITY PURPOSES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

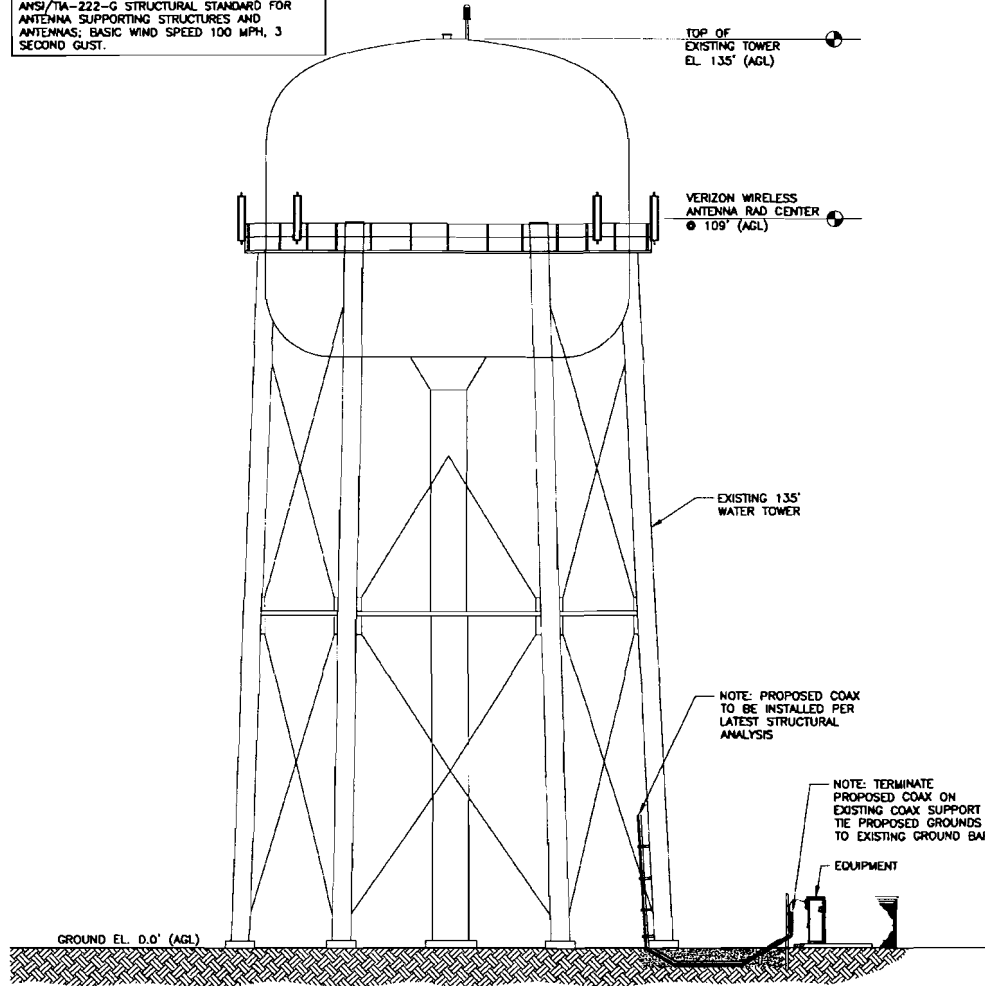
THE NORTHERLY 20 FEET OF TRACT "V", BLOCK 722, SILVER SPRINGS SHORES, UNIT 29, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "J", PAGE 227, THROUGH 231, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM ONE CONTIGUOUS SHAPE.

NOTE:
CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE IF REQUIRED TO SUPPORT PROPOSED ANTENNAS. ALL ANTENNAS & MOUNTING HARDWARE SHALL CONFORM TO DESIGN REQUIREMENTS PER FLORIDA BUILDING CODE (2007 EDITION W/ 2009 SUPPLEMENTS) AND ANS/TA-222-G STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS; BASIC WIND SPEED 100 MPH, 3 SECOND GUST.

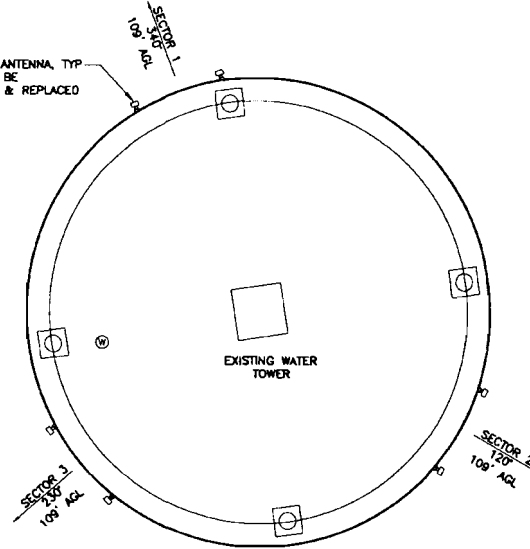
Exhibit A-1
Page 2 of 3

NOTE:
AZIMUTH INFO TAKEN FROM VZW RF SITE DESIGN DATA. TOWER HEIGHTS AND ANTENNA HEIGHTS TAKEN FROM RECENT TOWER SURVEY DATA.

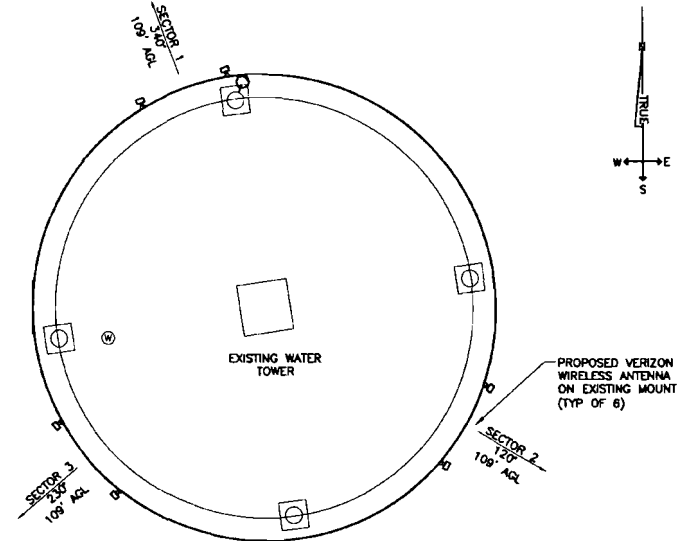


TOWER ELEVATION
NTS

EXISTING ANTENNA, TYP OF 6 TO BE REMOVED & REPLACED



EXISTING ANTENNA MOUNT DETAIL
NTS



PROPOSED ANTENNA MOUNT DETAIL
NTS



14055 RIVEREDGE DRIVE
SUITE 600
TAMPA, FL 33637

REV	DATE	DESCRIPTION
2	03/30/12	REVISED PER CLIENT
1	03/07/12	FINAL
0	01/13/12	REVIEW

DRAWN BY: SDE

CHECKED BY: JAL

MARION CO OAK
RD WT

SITE No.: 101702
SITE ADDRESS
493 OAK ROAD
OCALA, FL 34472

SHEET TITLE
ELEVATION &
ANTENNA DETAILS

SHEET NUMBER
C-2

Exhibit A-1
Page 3 of 3

Existing VZW 10' x 24'
Lease Parcel (not to
scale)

Existing VZW 4' x 7'
Propane Tank Area
(not to scale)

EXISTING VZW METER
& DISCONNECT

(6) NEW 4" CONDUITS, FOR
PROPOSED U/G COAX RUN
FROM EQUIPMENT TO
TOWER. NEW U/G CONDUITS
TO FOLLOW SAME ROUTE &
DEPTH AS EXISTING U/G
CONDUITS.

EXISTING ACCESS
DRIVE

EXISTING VZW TELCO
BOX & PPC

EXISTING VERIZON
WIRELESS 22'-0"x7'-0"
SLAB & EQUIPMENT

EXISTING VZW 120
GALLON LP TANK

(6) EXISTING
CONDUITS, ALL
USED, FOR U/G
COAX RUN FROM
EQUIPMENT TO
TOWER

LEGEND

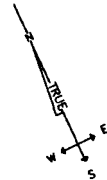
- ① EBRE BATTERY
- ② BTS CABINET
- ③ GROWTH CABINET (LEAVE
45" CLEAR IF GROWTH
CABINET NOT INSTALLED)
- ④ LTE
- ⑤ GENERATOR W/BELLY TANK

NOTE:
EXISTING PAD MOUNTED PLINTH TO BE
EXTENDED (NOT SHOWN FOR CLARITY), AS
NECESSARY TO ACCOMMODATE THE FUTURE
GROWTH CABINET & THE LTE CABINET.
CONTRACTOR TO MATCH EXISTING PLINTH
DESIGN.

EXISTING CHAINLINK
FENCED COMPOUND

DETAIL SITE PLAN
22"x34" SCALE: 3/16" = 1'-0"
11"x17" SCALE: 3/32" = 1'-0"

THIS PLAN IS BASED ON SITE RECONNAISSANCE
PERFORMED BY EXCELL COMMUNICATIONS, INC. DATED
11/16/11. CONTRACTOR SHALL FIELD VERIFY ALL
EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF
CONSTRUCTION.



EXCELL COMMUNICATIONS, INC.
837 AMBER HILLS ROAD
BIRMINGHAM, ALABAMA 35170
PHONE: 205-866-0174



14055 RIVEREDGE DRIVE
SUITE 600
TAMPA, FL 33637

REV	DATE	DESCRIPTION
2	03/30/12	REVISED PER CLIENT
1	03/07/12	FINAL
0	01/13/12	REVIEW

DRAWN BY: SDE

CHECKED BY: JAL

MARION CO OAK
RD WT

SITE No.: 101702

SITE ADDRESS

493 OAK ROAD
OCALA, FL 34472

SHEET TITLE
**DETAIL SITE
PLAN**

SHEET NUMBER

C-4

EXHIBIT B-1

Licensee is authorized to install and maintain the following equipment:

ANTENNAS: Six (6) X7-CAP-665-22i antennas @ 109'
 Orientation: 120, 230, 340
 Two (2) GPS antennas

DIAMETER OF
TRANSMISSION LINES: Not to exceed 1 5/8" in diameter