

SECOND AMENDMENT TO WATER TOWER LICENSE AGREEMENT

THIS SECOND AMENDMENT TO WATER TOWER LICENSE AGREEMENT (the "Second Amendment") is made this 17th day of April, 2018, between Marion County, Florida, a political subdivision of the State of Florida ("Licensor") and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless ("Licensee").

WITNESSETH:

WHEREAS, Licensor and Licensee entered into that certain Water Tower License Agreement dated April 5, 2005, as amended by that certain First Amendment to Water Tower License Agreement dated July 3, 2012 (collectively the "Agreement") wherein Licensor licensed to Licensee a portion of that certain space on the Licensor's water tower ("Tower") 493 Oak Road, Ocala, Marion County, Florida 34472 (the "Premises");

WHEREAS, Licensor and Licensee desire to amend the Agreement as hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree to the following:

1. From and after the date hereof, Exhibit A-1 attached to the Agreement is hereby deleted in its entirety and replaced with Exhibit A-2 attached hereto and incorporated herein.
2. Licensee shall be allowed to make the equipment additions or removals necessary to configure Licensee's equipment as shown on Exhibit B-2 of this Second Amendment ("Exhibit B-2"), which is incorporated herein by this reference. Licensor and Licensee agree and acknowledge that as of the date this Second Amendment is fully executed, Exhibit B-2 shall replace Exhibit B-1 of the Agreement in their entireties and shall replace any other description of Licensee's equipment in the Agreement.
3. The parties acknowledge and agree that Licensee's equipment modifications provided by this Second Amendment will not change Licensee's current rent amount. Notwithstanding the foregoing, future rent increases and payments shall continue to be as set forth in the Agreement.
4. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Agreement.
5. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall govern and control.

Licensee Site Reference: Marion Oaks WT
Licensee Location #: 255327

6. Except as otherwise provided for in this Second Amendment, the Agreement shall remain in full force and effect in accordance with the original terms of the Agreement.

IN WITNESS WHEREOF, this Second Amendment is effective and entered into as of the date last written below:

LICENSOR:

**Board of County Commissioners Marion
County, Florida**

LICENSOR WITNESSES:

Print Name: *see page 2A*

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____
see page 2A

**LICENSEE:
Verizon Wireless Personal
Communications LP d/b/a Verizon
Wireless**

LICENSEE WITNESSES:

Lauren McDermott
Print Name: Lauren McDermott
Angelina Weller
Print Name: ANGELINA WELLER

By: _____
Name: Frank Wise
Title: Executive Director- Network Field
Engineering
Date: 3/19/18


IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the day first above written.

ATTEST:

LICENSOR: MARION COUNTY, A
POLITICAL SUBDIVISION OF THE STATE
OF FLORIDA BY ITS BOARD OF COUNTY
COMMISSIONERS



DAVID R. ELLSPERMANN,
CLERK OF THE COURT



BY: KATHY BRYANT
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



ELIZABETH ALT,
SENIOR ASSISTANT COUNTY ATTORNEY

Exhibit A-2
Page 1 of 3

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

LEGAL DESCRIPTION (PARENT TRACT "WATER PLANT 02" (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°12'18" 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 26°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 80'X84' 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°12'18"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°12'18"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°12'18"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°12'18"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.

Licensee Site Reference: Marion Oaks WT
Licensee Location #: 255327

Exhibit B-2

Total Inventory of Equipment (under this Second Amendment):

Tower: Six (6) antennas SBNHH-1D65C, Nine (9) RRUS 2212, Three (3) RRUs 32, Three (3) OVPs, Six (6) 1-5/8" coax cables, Three (3) Hybrids cables, Two (2) GPS Antennas

Orientation: 120, 230, 340

Frequencies: 700 LTE/1900 CDMA/2100 LTE