Licensee Location #: 255327

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 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:
LICENSOR WITNESSES:	Board of County Commissioners Marion County, Florida
Print Name: 31	By: Name: Title:
Print Name:	Date:
	LICENSEE: Verizon Wireless Personal Communications LP d/b/a Verizon Wireless
LICENSEE WITNESSES:	
Stum Marmore	Ву:
Print Name: <u>Allen Millen</u>	Name: Frank Wise Title: Executive Director- Network Field Engineering
Print Name: AUGELINA WELLER	Date: 3 9 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

Licensee Location #: 255327

Exhibit A-2 Page 1 of 3

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

LEGAL DESCRIPTION OPARENT TRACT "WATER PLANT 6" (O.R. 1984, PG. 1864)
TRACT "V", BLOCK 722, SLIVER SPRINGS SHORES, UNIT 28, ACCORDING TO THE PLAT PLETEOF, 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 HORTHEAST CORNER OF LOT JB. OF SAID BLOCK 722; THENCE RUH NORTH 60"44"29" WEST, ALONG THE WESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 147.00 FEET TO A POINT; THENCE RUH NORTH 28"12"16" EAST, PARALLEL TO THE HORTHERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 120.00 FEET TO A POINT; THENCE RUH SOUTH 60"4"29" EAST, PARALLEL TO THE MESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 147.00 FEET TO A POINT ON THE NORTHERLY RIGHT—OF—WAY LINE OF DAX ROAD, ACCORDING TO THE PLAT OF SLIVER SPRINGS SHORES, UNIT 14, AS RECORDED IN PLAT BOCK "V". 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 BEGINSHIO.

LEGAL DESCRIPTION (VEREZON WIRELESS STYRY LEARS PARCEL):

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

BECKNING AT THE SOUTHERLY CORNER OF SAID TRACT "Y". THE SAME BEING THE NORTHEAST CORNER OF LOT 38, OF SAID BLOCK 722, THENCE RUN NED33/01"M, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 287.86 FEET; THENCE RUN M2872'18"E. PARALLEL TO THE WESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 117.28 FEET TO THE PORT OF BEGINNING, THENCE RUN NETWY'14"M, A DISTANCE OF 10.00 FEET; THENCE RUN N2872'18"E, A DISTANCE OF 24.00 FEET; THENCE RUN S2872'18"W, A DISTANCE OF 10.00 FEET; THENCE RUN S2872'18"W A DISTANCE OF 24.00 FEET; THENCE RUN S2872'18"W, A DISTANCE OF 24.00 FEET; TO THE POINT OF BEGINNING.

SAID AREA CONTAMINO 240 SQUARE FEET OR 0.006 ACRES, MORE OR LESS

LEGAL DESCRIPTION TYPERION WHILE'S 4XT PROPANE TANK AREA:
A PORTION OF TRACT "Y", BLOCK 722, SLIVER SPRINGS SHORES, UNIT 29, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK
"J", PAGE 227, THROUGH 231, IHCLUSIVE, OF THE PUBLIC RECORDS OF MARKIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS

"BEOMNUMO"AT THE BUTTERLY CORNER: OF 1840 TRACT "Y", THE SAME BEHG THE NORTHEAST CORNER OF LOT 38, OF SAID BLOCK 722, "THENCE RIAN HEOTS"ON"M, ALONG THE SOUTHMESTERLY UNE OF SAID TRACT "Y", FOR A DISTANCE OF 270.61 FEET; THENCE RIAN H2872"10"E, PARALLEL TO THE WESTERLY UNE OF SAID TRACT "V", FOR A DISTANCE OF 143.23 FEET TO THE POINT OF BEGINNING, THENCE RIAN H68147"44"M, A DISTANCE OF 7.00 FEET; THENCE RIAN H2872"16"E, A DISTANCE OF 4.00 FEET; THENCE RIAN S9147"44"E, A DISTANCE OF 7.00 FEET TO THE 7.00 FEET TO THE

SAID AREA CONTANING 28 SOUARE FEET OR GLOOI ACRES, MORE OR LESS.

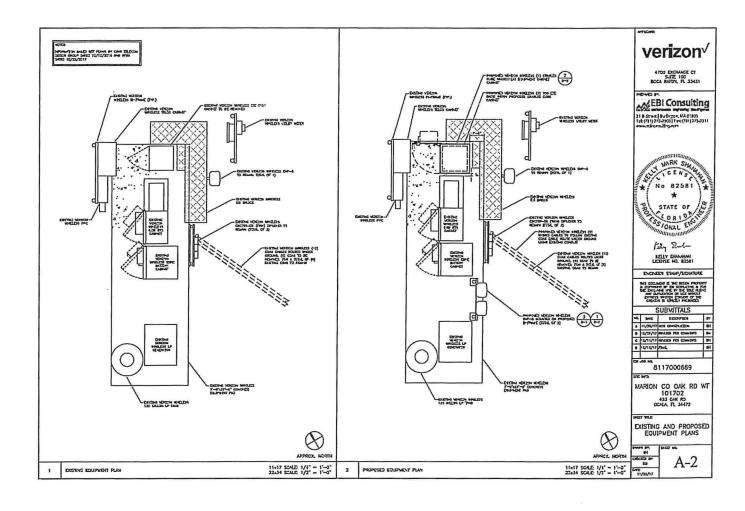
LEGAL DERCREPTION (VIERZÓN WIRELERS ACCESS & UTILITY EAGENFINT):
TOOTHER WITH A 20' WIDE HON-EXCLUSIVE EASEMENT FOR MORESS/EGRESS & UTILITY PURPOSES, BEING MORE PARTICULARLY DESCRIBED AS

THE HORTHERLY 20 FEET OF TRAOT "V", BLOOK 722, SLIVER SPIGHOS SHORES, UNIT 29, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "L", PAGE 227, THROUGH 231, HICLUSIVE, OF THE PUBLIC RECORDS OF MARKIN COUNTY, FLOREDA.

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

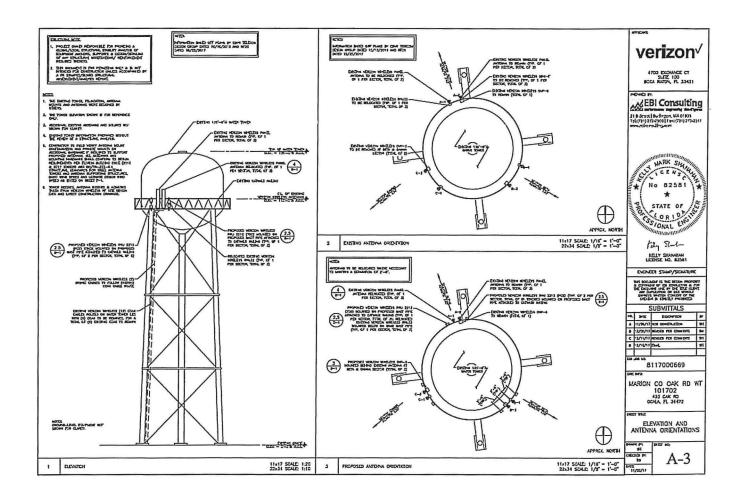
Licensee Location #: 255327

Exhibit A-2 Page 2 of 3



Licensee Location #: 255327

Exhibit A-2 Page 3 of 3



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