

Licensee Site Name/Number: Marion CO Oak Rd WT/5000021751

**THIRD AMENDMENT TO WATER TOWER LICENSE AGREEMENT**

This Third Amendment to Water Tower License Agreement (the “Amendment”) is dated effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between Marion County, Florida, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Avenue, Ocala, Florida 34471 (hereinafter designated “LICENSOR”), and Cellco Partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter designated “LICENSEE”). LICENSOR and LICENSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

**WITNESSETH:**

**WHEREAS**, Licensor and Licensee, as successor by operation of law to Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, are parties to that certain Water Tower License Agreement dated April 5, 2005 (the “Original Agreement”), as amended by that certain First Amendment to Water Tower License Agreement, dated July 3, 2012 (the “First Amendment”), as further amended by that certain Second Amendment to Water Tower License Agreement, dated April 17, 2018 (the “Second Amendment”, and together with the Original Agreement, and First Amendment, 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-2, Pages 2 and 3, attached to the Agreement are hereby deleted and replaced with Exhibit A-3, Pages 2 and 3, attached hereto and incorporated herein.
2. From and after the date hereof, Exhibit B-2 attached to the Agreement is hereby deleted in its entirety and replaced with Exhibit B-3 to this Third Amendment and Licensee shall be allowed to make the equipment additions or removals necessary to configure Licensee’s equipment as shown on Exhibit B-3 of this Third Amendment.
3. The parties acknowledge and agree that Licensee’s equipment modifications provided by this Third Amendment will increase the monthly rental to \$2,824.75 per month, beginning January 31, 2025.
4. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Agreement.

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5. In the event of any conflict or inconsistency between the terms of this Third Amendment and the Agreement, the terms of this Third Amendment shall govern and control.
6. Except as otherwise provided for in this Third Amendment, the Agreement shall remain in full force and effect in accordance with the original terms of the Agreement.

**[SIGNATURE PAGES TO FOLLOW]**

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

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**IN WITNESS WHEREOF**, intending to be legally bound, LICENSOR and LICENSEE have executed this Amendment to the Agreement to be effective as of the Effective Date.

**ATTEST:**

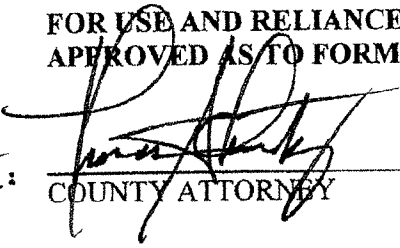
**LICENSOR:**

Marion County, Florida, a political subdivision of the State of Florida

\_\_\_\_\_  
GREGORY C. HARRELL  
CLERK OF THE COURT

By: \_\_\_\_\_  
KATHY BRYANT, CHAIRMAN  
Date: \_\_\_\_\_

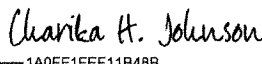
**FOR USE AND RELIANCE OF MARION COUNTY ONLY,  
APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

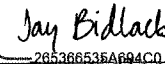
For:   
\_\_\_\_\_  
COUNTY ATTORNEY

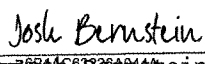
**WITNESSES:**

**LICENSEE:**

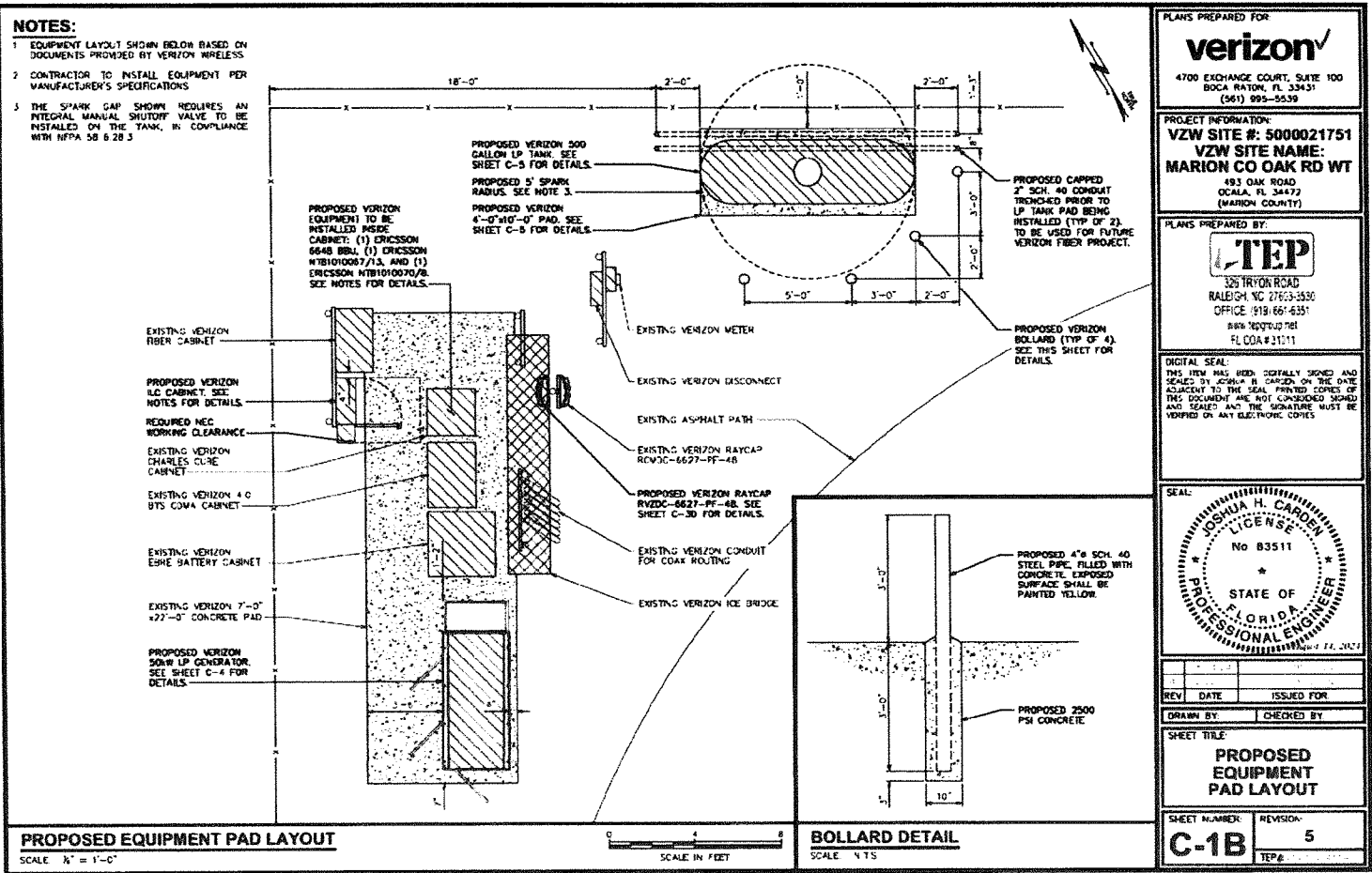
CELLCO PARTNERSHIP d/b/a Verizon Wireless

Signed by:  
  
1A0FF1FEF11B48B...  
Printed Name: Charika H. Johnson  
Address: 1101 Matthews Mint Hill Rd  
Matthews, North Carolina 28105

Signed by:  
  
285386535A694C0  
By: Jay Bidlack  
Printed Name: Jay Bidlack  
Title: Senior Real Estate Manager  
Date: Dec 5, 2024

Signed by:  
  
JOSH BERNSTEIN  
Printed Name: Josh Bernstein  
Address: 2421 Holloway Rd  
Louisville, KY 40299

**EXHIBIT A-3**  
Pages 2 and 3



PLANS PREPARED FOR:

**verizon**  
4700 EXCHANGE COURT, SUITE 100  
BOCA RATON, FL 33431  
(561) 993-5539

PROJECT INFORMATION:  
**VZW SITE #: 5000021751**  
**VZW SITE NAME:**  
**MARION CO OAK RD WT**  
493 OAK ROAD  
OCALA, FL 34472  
(MARION COUNTY)

PLANS PREPARED BY:

**TEP**  
335 IRVON ROAD  
RALEIGH, NC 27603-2530  
OFFICE: (919) 661-6351  
BORN 10/20/40 T61  
FL COA # 21011

DIGITAL SEAL:  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSHUA H. GARDEN ON THE DATE SUBMITTED TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SEAL:  
**JOSHUA H. GARDEN**  
LICENSE  
No. 83511  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
EXPIRES 11/30/27

REV	DATE	ISSUED FOR

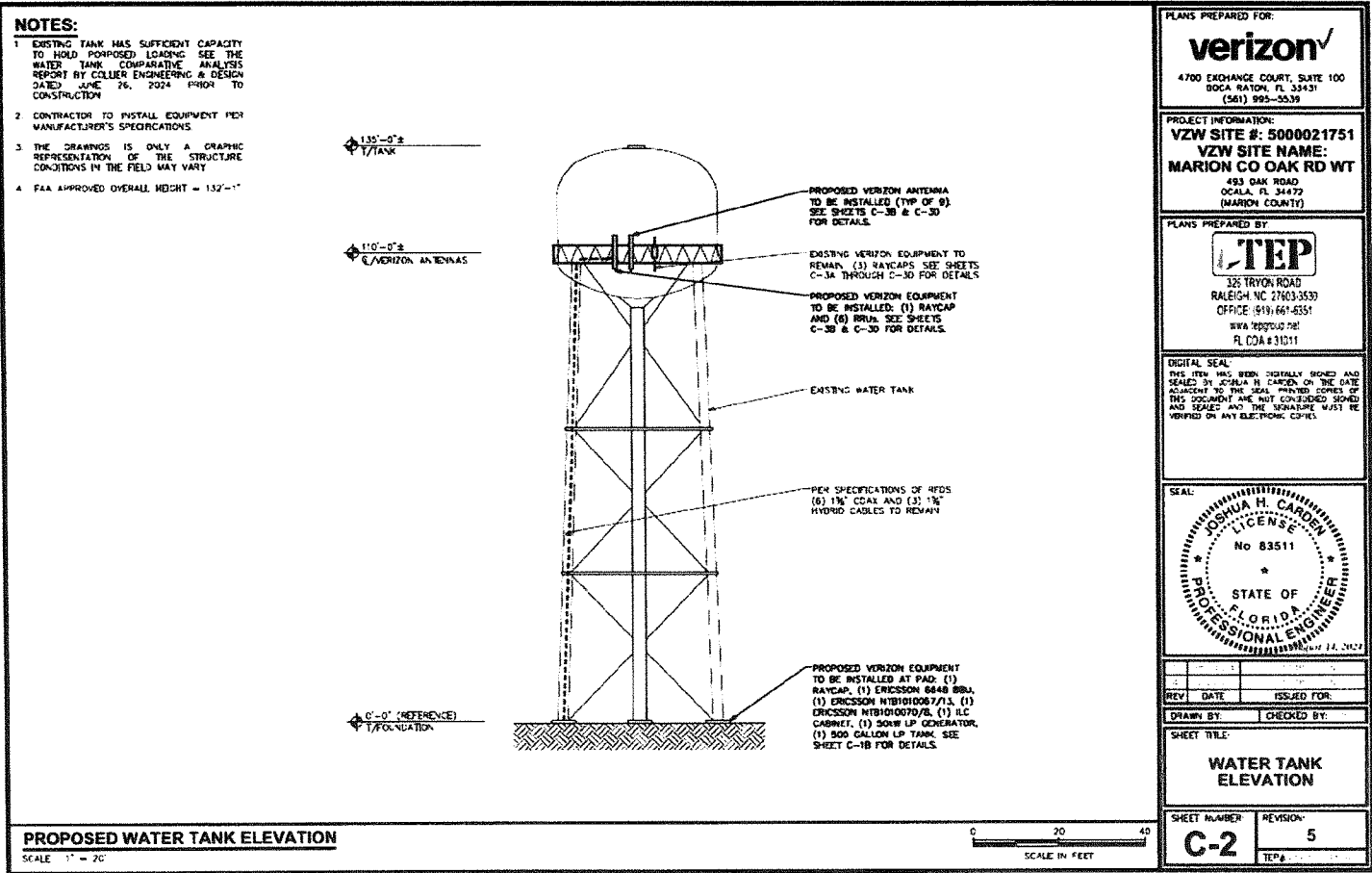
DRAWN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_

SHEET TITLE:  
**PROPOSED EQUIPMENT PAD LAYOUT**

SHEET NUMBER: <b>C-1B</b>	REVISION: <b>5</b>
TEP# _____	

Licensee herein referred to as "Verizon"

**EXHIBIT A-3**  
Pages 2 and 3



Licensee herein referred to as "Verizon"

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## **EXHIBIT B-2**

### **Total Inventory of Equipment (under this Third Amendment)**

- (3) Ericsson AIR6419 Antenna**
- (6) JMA MX06FHG865-HG Antenna**
- (3) Ericsson RRU 4490**
- (3) Ericsson RRU 4890**
- (2) Raycap RC3DC-3315-PF-48 OVP-6**
- (1) Raycap RCMDC-6627-PF-48 OVP-12**
- (1) Raycap RVZDC-6627-PF-48 OVP-12**
- (3) 1-5/8" Hybrid Cables**
- (6) 1-5/8" Coax Cables**
- 50 KW LP Generator with 500 gallon tank**