

THIRD AMENDMENT TO ELEVATED WATER TANK SPACE LICENSE AGREEMENT

THIS THIRD AMENDMENT (“Third Amendment”) is made and entered into as of the ____ day of _____, 2019, to that certain Elevated Water Tank Space License Agreement, dated August 16, 2005, by and between Indian River County, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, Florida 32960 (the “Licensor”) and Sprint Spectrum Realty Company L.P., a Delaware limited partnership as successor-in-interest to Nextel South Corp., a Georgia corporation whose address is 6391 Sprint Parkway, Overland Park, Kansas 66251-2650 (the “Licensee”).

WHEREAS, on August 16, 2005, Licensor and Licensee’s predecessor in interest entered into an Elevated Water Tank Space License Agreement in which Licensor authorized certain use of the Land and Elevated Tank, as set forth more fully therein, which Agreement was amended by that certain First Amendment to Elevated Water Tank Space License Agreement, dated July 18, 2006 (the “First Amendment”), and by that certain Second Amendment to Elevated Water Tank Space License Agreement dated November 12, 2013 (the “Second Amendment”) collectively, the “Agreement” and

WHEREAS, Licensor is the owner of a parcel of land (the “Land”) and a steel elevated water storage tank (the “Elevated Tank”) indentified as Gifford Water Tank, located at 4690 28th Court (north of 49th Street) in Indian River County, Florida,

WHEREAS, Licensee desires to install additional Licensee Facilities (“Additional Equipment”) on the Elevated Tank, which equipment is described more fully on Exhibit D-1 attached hereto (“Construction Drawings”); and

WHEREAS, Licensor is willing to allow installation of the Additional Equipment, and related use of the Land and Elevated Tank, in accordance with the terms of this Third Amendment,

NOW, THEREFORE, in consideration of the mutual undertakings herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct, and are incorporated herein.
2. **Additional Equipment.** Licensee shall have the right to install the Additional Equipment on the Elevated Tank, subject to the remaining terms of the Agreement and this Third Amendment. Installation of the Additional Equipment shall be strictly in accordance with the plans previously submitted by Licensee and approved by Licensor’s outside contractor (“Plans”). No later than ninety (90) days after installation of the Additional Equipment, Licensee shall obtain, at Licensee’s expense, an inspection conducted by Licensor’s outside contractor of the Additional Equipment and the installation to confirm compliance with the Plans. Any material non-compliance with the Plans shall immediately be corrected.

3. Labeling of Equipment. In connection with the installation of the Additional Equipment, Licensee shall label all of its equipment, including coaxial cables, located or to be located on the Land or the Elevated Tank, so that Licensor and its contractors are able to distinguish Licensee's equipment from equipment owned by other licensees. This requirement shall apply to all equipment/cables, not just the Additional Equipment.

4. License Fee. License Fee shall not change as a result of this Amendment. Such fee shall be subject to all remaining terms and conditions of the Agreement, including, without limitation, the annual escalation clause set forth in section 6(b) of the Agreement.

5. Remaining Terms. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

Licensee:
**SPRINT SPECTRUM REALTY
COMPANY, L.P.**

A Delaware limited partnership

By: _____
Its: _____

[Corporate Seal]

By: _____
Print name: _____
As its: _____

STATE OF _____)
COUNTY OF _____)

On _____, 2019, before me, a Notary Public, personally appeared _____, as _____ of Sprint Spectrum Realty Company L. P., a Delaware limited partnership, who executed the foregoing instrument on behalf of said entity. Said person is personally known to me, or produced to me satisfactory evidence in the form of _____, to be the individual whose name is subscribed to the within instrument, and acknowledged to me that (he)(she) executed the same in (his)(her) capacity and that by (his)(her) signature(s) on the instrument, is the individual or the person on behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal in the state and county last aforesaid.

[Affix
Seal]

Notary Public, State of _____
(Print name: _____)
Serial number: _____
My commission expires: _____

ATTEST: Jeffrey R. Smith, Clerk of Court,
and Comptroller

By: _____
Deputy Clerk

**INDIAN RIVER COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Bob Solari, Chairman

Approved:

Approved by BCC: _____, 2019

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

Dylan Reingold, County Attorney

Tank

EXHIBIT D-1
Construction Drawings and Pictures

[PAGES 1-10 TO FOLLOW]

**Construction Drawings and
Pictures are on file in the
Department of Utility Services'
office.**