

**THIRD AMENDMENT TO TOWER AND GROUND SPACE LEASE FOR GIFFORD WATER TOWER**

**THIS THIRD AMENDMENT** ("Third Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, to that certain Tower and Ground Space Lease, dated August 5, 1997, as amended, (the "Agreement" ), by and between Indian River County, a political subdivision of the State of Florida, whose address is 1801 27<sup>th</sup> Street, Vero Beach, Florida 32960 (the "Lessor") and Cellco Partnership, D/b/a Verizon Wireless (successor in interest to Verizon Wireless Personal Communications, LP (as assignee), D/b/a Verizon Wireless, whose address is One Verizon Way, Mailstop 4AW160, Basking Ridge, New Jersey, 07920 (the "Lessee").

**WHEREAS**, on August 5, 1997 Lessor and Lessee's predecessor in interest entered into the Agreement in which Lessor authorized certain use of the Land and Elevated Tank, as set forth more fully therein, which Agreement was amended by that First Amendment to the Tower and Ground Space Lease, dated June 9, 2009; and which was amended by that Second Amendment to the Tower and Ground Space Lease, dated June 23, 2015;

**WHEREAS**, Lessee desires to install additional equipment which equipment is described more fully in Revised Exhibit A attached hereto ("Additional Equipment"); and

**WHEREAS**, Lessor 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 covenants herein set forth 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. The Agreement is hereby amended as follows:
  - a. Paragraph 1 of the Agreement is amended to reflect that the Lessee shall have the right to install and operate radio communication equipment, including Additional Equipment as described herein as Revised Exhibit A.
  - b. Contractor shall call for locates before beginning to dig.
  - c. Contractor shall hand dig entire project area inside the fenced area at the tank location.
3. The parties hereby reaffirm their rights and obligations under the Agreement as modified by this Third Amendment. In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control.

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

[SIGNATURE PAGES FOLLOW]

Lessee:

Cellco Partnership  
D/b/a Verizon Wireless

By: \_\_\_\_\_

Kevin Powell

As Its: Director – Network Field Engineering

[Corporate Seal]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2020 before me, a Notary Public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of Cellco Partnership, D/b/a Verizon Wireless, 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 same in (his) (her) capacity and that by (his) (her) signature on the instrument, is the individual or 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

**Approved:**

\_\_\_\_\_  
Jason E. Brown, County Administrator

Lessor:

**INDIAN RIVER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Susan Adams, Chairman  
Approved by BCC: \_\_\_\_\_, 2020

\_\_\_\_\_  
Dylan Reingold, County Attorney

**Revised Exhibit A**

[Construction Drawings to Follow]