

FIRST AMENDMENT TO LICENSE ELEVATED WATER TANK SPACE LICENSE AGREEMENT

**THIS FIRST AMENDMENT TO
ELEVATED WATER TANK SPACE LICENSE AGREEMENT**

LICENSE ("Amendment" or "First Amendment") is made and entered into by and between Indian River County, a Political Subdivision of the State of Florida ("The County"), and MetroPCS Florida, Inc a Delaware limited liability company FKA: MetroPCS California/Florida, Inc., ("Licensee").

RECITALS

WHEREAS, The County and Licensee (or as applicable, their respective predecessors in interest) entered into a Rooftop License with Option dated March 16, 2005 (the "Licensee Elevated Water Tank Space License Agreement" hereinafter "Agreement"), with respect to the premises located at 1805 58th Avenue in Indian River County, Florida (the "Premises") hereinafter, collectively referred to as the "License"

WHEREAS, The County and Licensee desire to enter into this First Amendment in order to modify and amend certain provisions of the License.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Licensee covenant and agree as follows:

1. USE The County shall have the right to modify its antenna facilities as described and depicted in Exhibit A-1, which is attached hereto and by this reference incorporated herein, and the County hereby consents to and approves of the modifications

2. LICENSE FEE Commencing the earlier of (i) the first day of the month following the commencement of construction of the modification of Licensee's equipment at the Premises or, (ii) the first day of the month following the day that is sixty (60) days from full execution of this First Amendment, the monthly license fee shall increase to Four Thousand Nine Hundred Fifty Dollars (\$4,950.00) per month, , subject to a 4% annual escalator as provided in the License.

3. TERMINATION Upon execution of this Amendment, the Parties agree that Tenant may terminate this Lease upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; (iii) if Tenant is unable to obtain or maintain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities (iv) an event caused by the County which will prevent the authorized Use of the Premises by Licensee as described in the Agreement except within ninety (90) days prior to the expiration of an Option term other than the current term. In the event of any prior termination of the Agreement, Licensee agrees to pay and is obligated to pay to Licensor the License Fee as amended herein for a minimum of ten (10) years from the date that is sixty (60) days from the full execution of this First Amendment. The Licensor guarantees to waive the right to terminate for the first (10) years from the date of the execution of this First Amendment.

4. TERM OF AGREEMENT Upon the expiration of the current Renewal Term, the Agreement will renew for an initial ten (10) year term and then the Licensee has the option to extend this Agreement for three (3), additional five (5) year renewals under the same terms and conditions as set forth in this Agreement as amended by this First Amendment.

Site # A2P0308M
Market: Miami__

5. **NOTICE** The Parties notice addresses in the License are deleted in their entirety and replaced with the following:

If to Licensee:

MetroPCS Florida, Inc a Delaware
limited liability company
Attn: License Compliance/Site No. A2P0308M
12920 SE 38th Street
Bellevue, WA 98006

If to The County:

Indian River County
1801 27th Street
Vero Beach, FL 32960

6. The terms and conditions of the License are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the License. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the License, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the License and this First Amendment, the terms and conditions of this First Amendment will govern and control.

7. The County represents and warrants to Licensee that no consent or approval of any third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third-party consent or approval is required, The County has obtained any and all such consents or approvals

8. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed copies of this First Amendment shall legally bind the parties to the same extent as original documents.

9. Each person executing this First Amendment, on behalf of Licensee, does hereby covenant and warrant that Licensee is a duly authorized and existing company, that Licensee has, and is qualified, to do business in Florida, that the company has full rights and authority to enter into this amendment, and that each person signing on behalf of the company is authorized to do so.


Signatures to follow on next page

Site # A2P0308M
Market: Miami

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the date of execution by the last party to sign.

MetroPCS Florida, Inc.
a Delaware limited liability company

Indian River County
a Political Subdivision of the State of Florida

By: 
Name: JENNIFER L SILVEIRA
Title: SVP FIELD ENGINEERING
Date: 8/7/2024

By: _____
Name: Susan Adams
Title: Chairman, Indian River County Board of County Commissioners

TMO Legal
Digitally signed by TMO Legal
Date: 2024.07.01 11:01:39 -0400

Approved by BCC:: _____

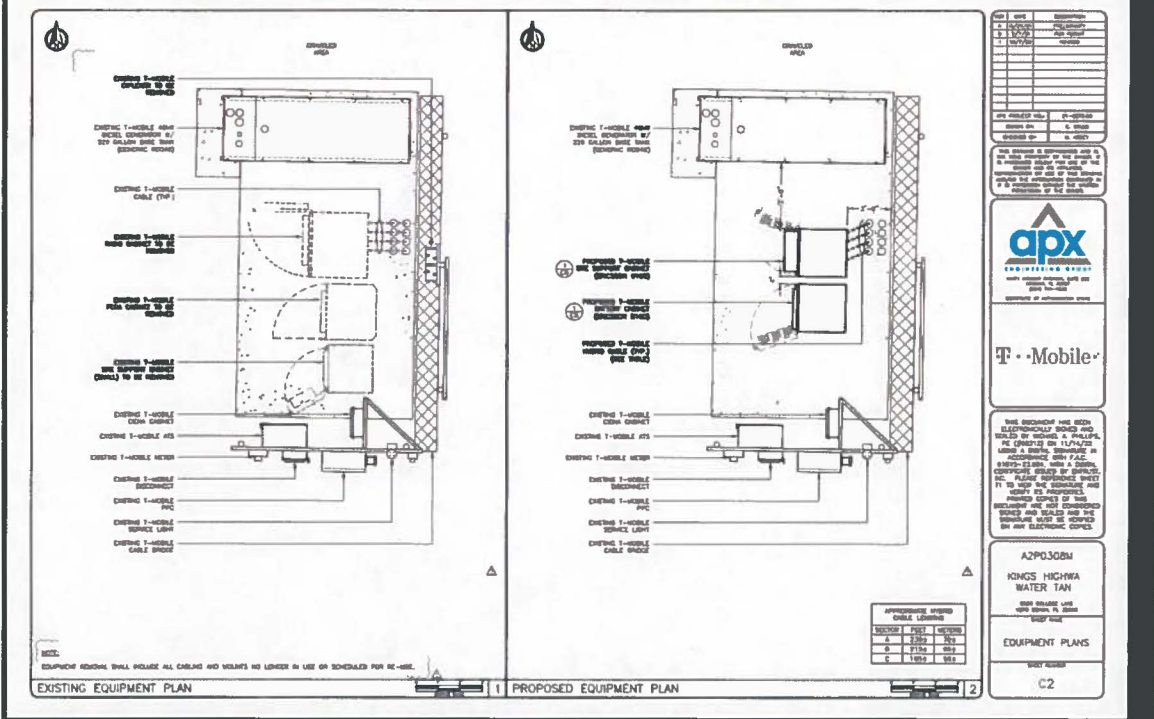
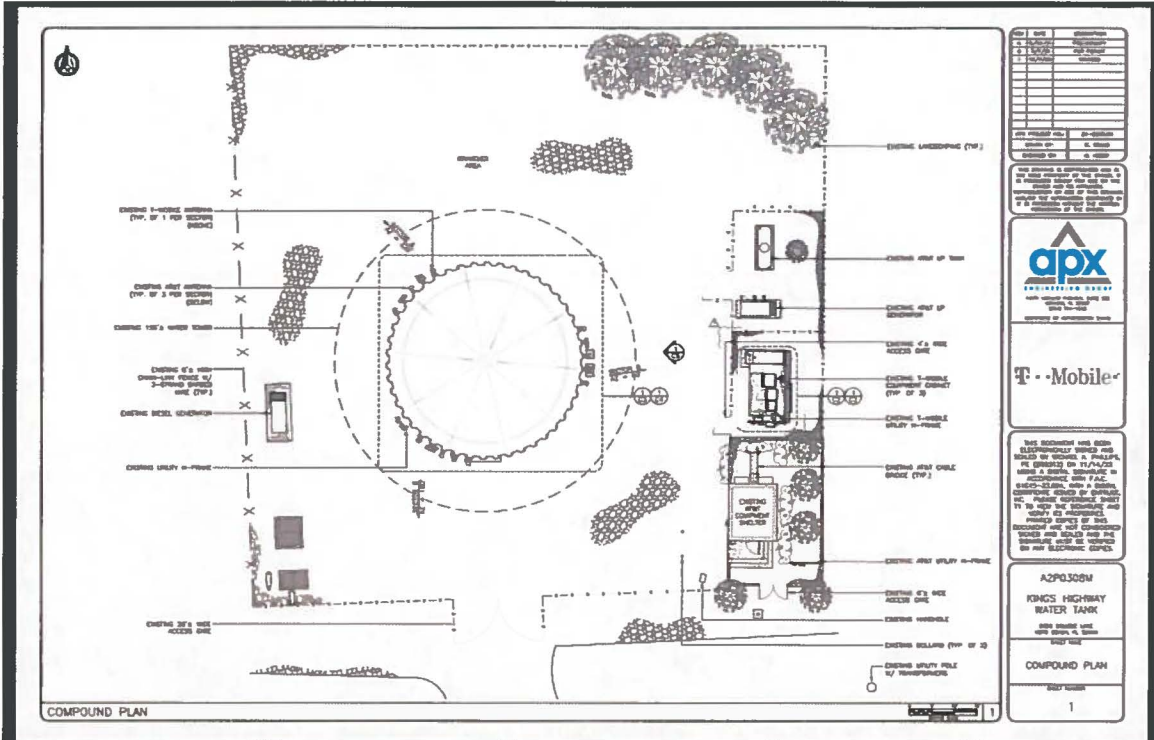
Attest:
Ryan L. Butler, Clerk of Circuit Court and Comptroller

By: _____
Deputy Clerk

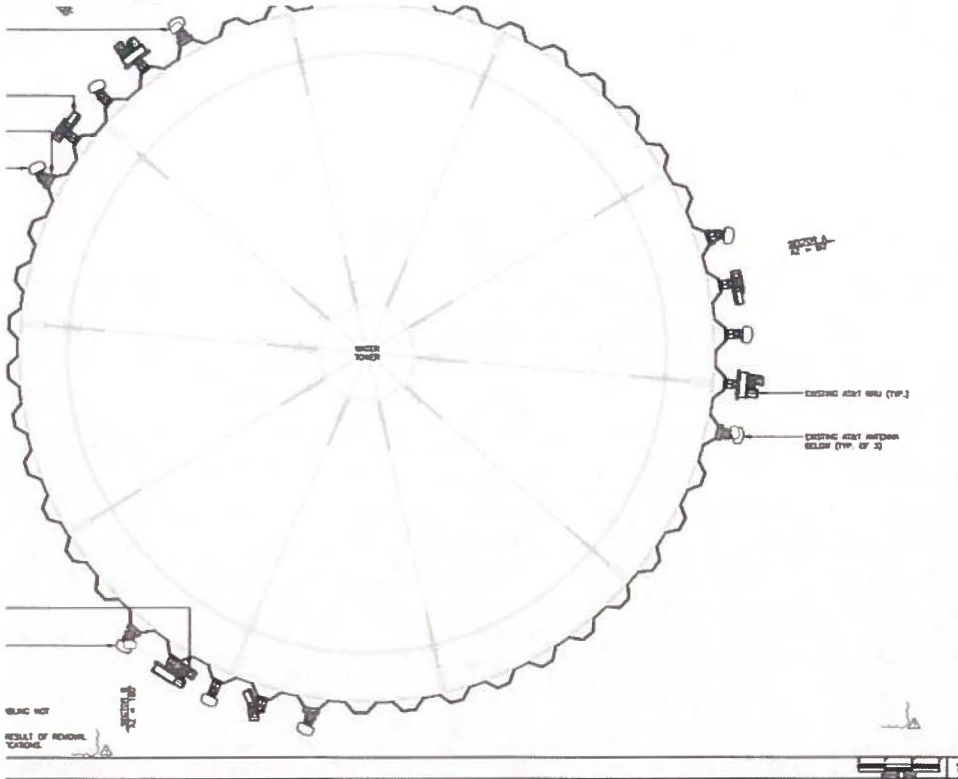
Approved as to Form and Legal Sufficiency:

Bill DeBraul, County Attorney

Site # A2P0308M
Market: Miami



Site # A2P0308M
Market: Miami



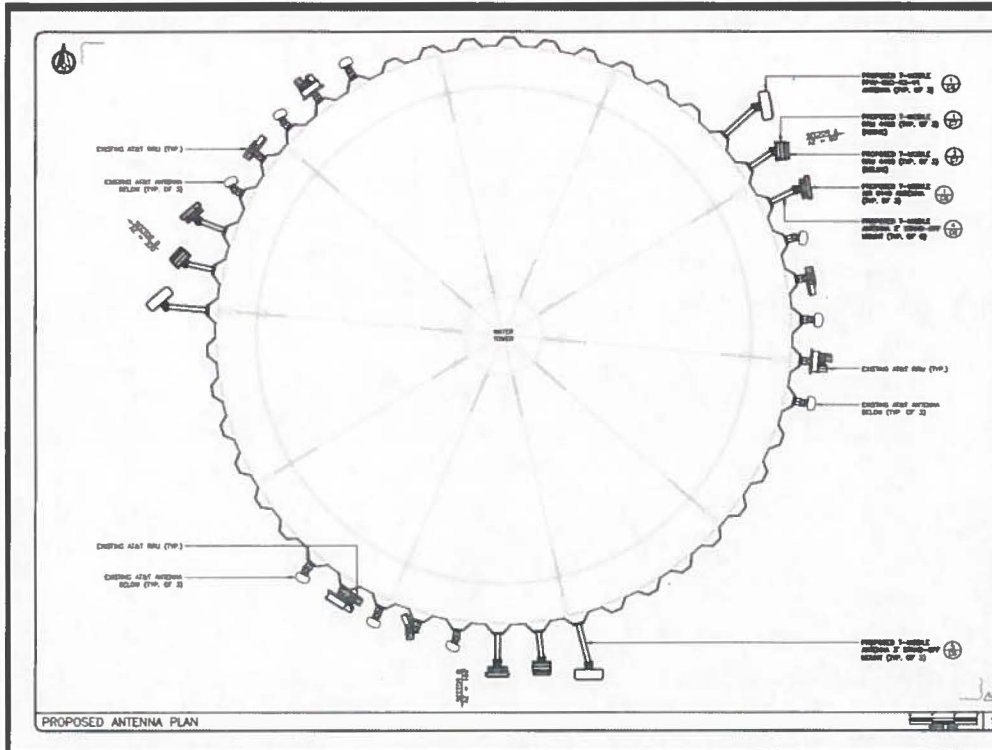
APX PROJECT NO.	21-027530
DESIGNED BY	C. BRAD
DRAWN BY	K. ARNETT

THIS DRAWING IS CONSIDERED VOID IF NOT SIGNED ELECTRONICALLY AND SEALED BY MICHAEL A. PHILLIPS, P.E. (REGISTERED) ON 11/14/21. THIS DRAWING IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF APX ENGINEERING GROUP.



THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL A. PHILLIPS, P.E. (REGISTERED) ON 11/14/21. THIS DRAWING IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF APX ENGINEERING GROUP.

A2P0308M
KINGS HIGHWAY
WATER TANK
SITE PLAN
EXISTING ANTENNA PLAN
SHEET NUMBER
C3



NO.	DATE	DESCRIPTION
1	11/14/21	ISSUED
2	11/14/21	ISSUED
3	11/14/21	ISSUED

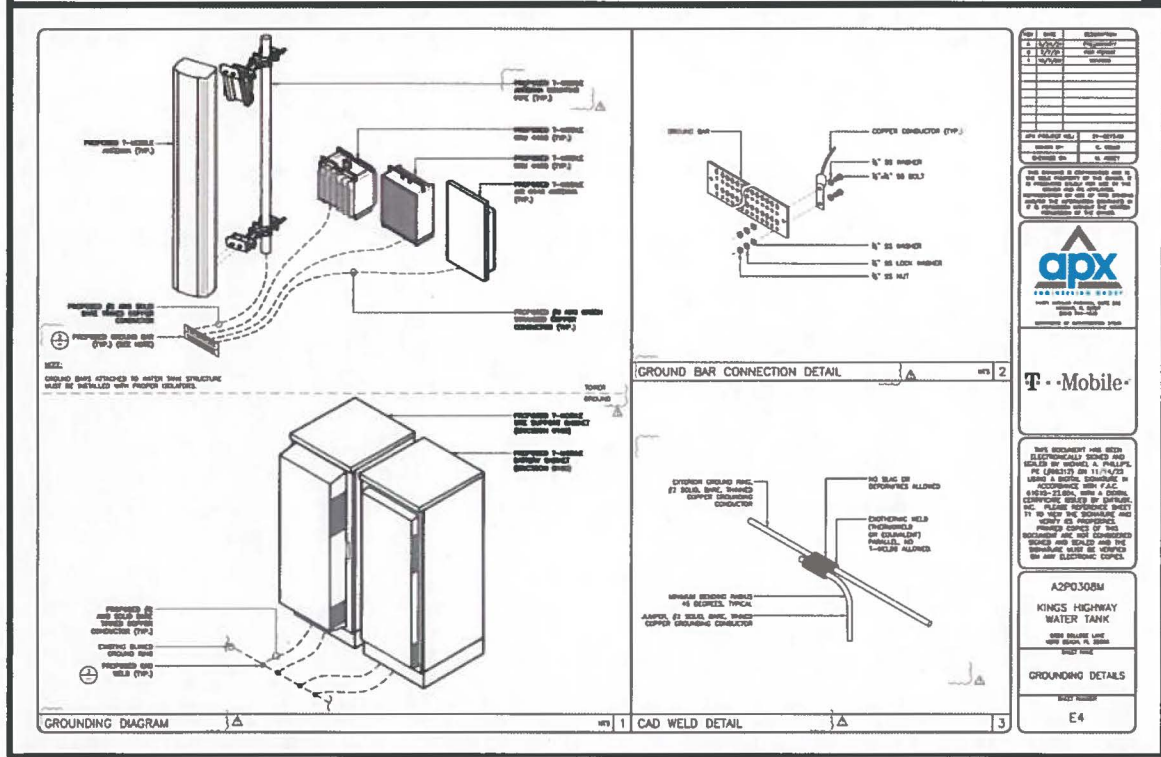
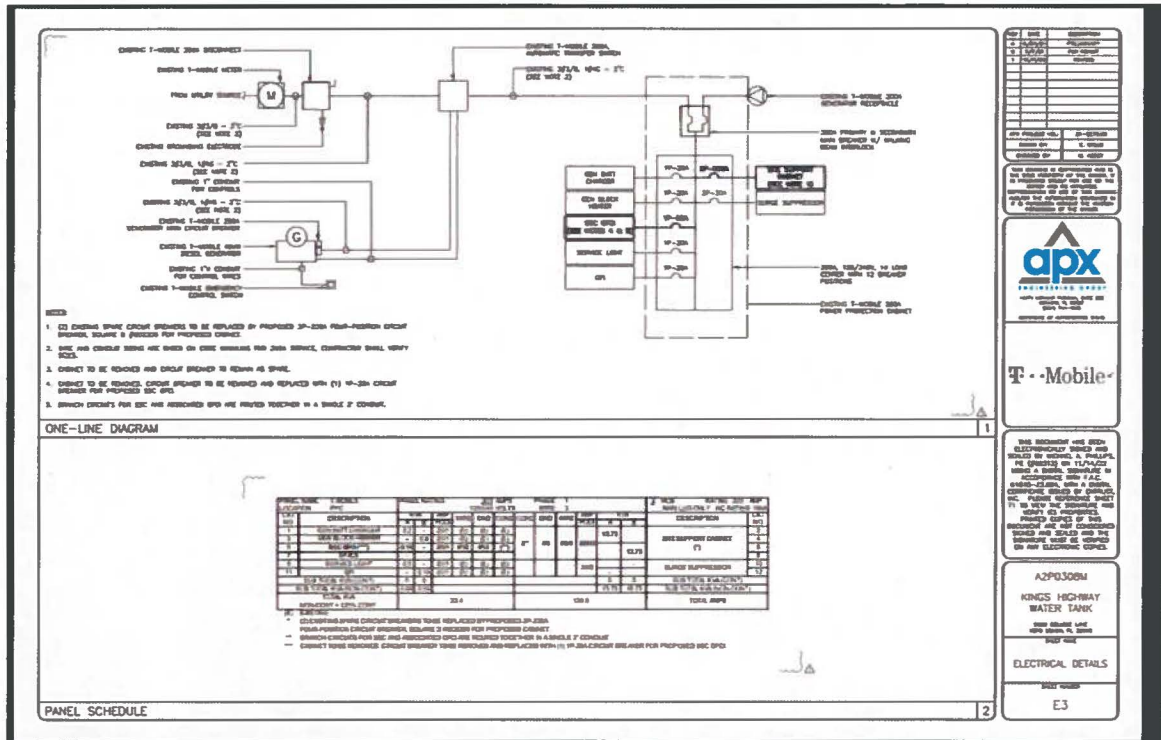
APX PROJECT NO.	21-027530
DESIGNED BY	C. BRAD
DRAWN BY	K. ARNETT

THIS DRAWING IS CONSIDERED VOID IF NOT SIGNED ELECTRONICALLY AND SEALED BY MICHAEL A. PHILLIPS, P.E. (REGISTERED) ON 11/14/21. THIS DRAWING IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF APX ENGINEERING GROUP.



A2P0308M
KINGS HIGHWAY
WATER TANK
SITE PLAN
PROPOSED ANTENNA PLAN
SHEET NUMBER
C4

<p>NOTE: UNIT SHALL BE MOUNTED AS PER MANUFACTURER'S SPECIFICATIONS.</p>	<p>FRONT VIEW PLAN VIEW</p> <p>MANUFACTURER: CINCINNATI MODEL: 4480 WEIGHT: 53 LBS</p>		<table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11/17/11</td> <td>REVISED</td> </tr> <tr> <td>2</td> <td>11/17/11</td> <td>REVISED</td> </tr> <tr> <td>3</td> <td>11/17/11</td> <td>REVISED</td> </tr> </tbody> </table> <p>REV PROJECT NO: 01-03108 SHEET NO: 6 OF 6 DRAWN BY: C. SHAW</p> <p>THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL A. PHELPS, PE (REGISTERED ON 11/17/11) UNDER A PROFESSIONAL SEAL NO. 44862-21. THIS DOCUMENT IS THE PROPERTY OF T-Mobile. IT IS TO BE USED FOR THE PROJECT AND NOT FOR ANY OTHER PURPOSE. ANY REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT IS STRICTLY PROHIBITED. THIS DOCUMENT IS NOT CONSIDERED VALID UNLESS SIGNED AND SEALED BY THE SIGNATURE OF THE CONTRACTOR OR ANY ELECTRONIC COPIES.</p> <p>apx ARCHITECTURE & DESIGN</p> <p>APX PROJECT NO: 01-03108 SHEET NO: 6 OF 6 DRAWN BY: C. SHAW</p> <p>T-Mobile</p> <p>A2P0308M KINGS HIGHWAY WATER TANK</p> <p>NOTE: SEE L&S FOR ALL DETAILS.</p> <p>DETAILS</p> <p>SHEET NUMBER C7</p>	REV	DATE	DESCRIPTION	1	11/17/11	REVISED	2	11/17/11	REVISED	3	11/17/11	REVISED
REV	DATE	DESCRIPTION													
1	11/17/11	REVISED													
2	11/17/11	REVISED													
3	11/17/11	REVISED													
<p>NOTE: UNIT SHALL BE MOUNTED AS PER MANUFACTURER'S SPECIFICATIONS.</p>	<p>FRONT VIEW PLAN VIEW</p> <p>MANUFACTURER: CINCINNATI MODEL: 4460 WEIGHT: 53 LBS</p>														
<p>NOTE: UNIT SHALL BE MOUNTED AS PER MANUFACTURER'S SPECIFICATIONS.</p>	<p>FRONT VIEW PLAN VIEW</p> <p>MANUFACTURER: CINCINNATI MODEL: 6160 AC WEIGHT: 253 LBS (WITHOUT EQUIPMENT)</p>	<p>FRONT VIEW PLAN VIEW</p> <p>MANUFACTURER: CINCINNATI MODEL: 6160 WEIGHT: 253 LBS (WITHOUT EQUIPMENT)</p>	<table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11/17/11</td> <td>REVISED</td> </tr> <tr> <td>2</td> <td>11/17/11</td> <td>REVISED</td> </tr> <tr> <td>3</td> <td>11/17/11</td> <td>REVISED</td> </tr> </tbody> </table> <p>REV PROJECT NO: 01-03108 SHEET NO: 6 OF 6 DRAWN BY: C. SHAW</p> <p>THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL A. PHELPS, PE (REGISTERED ON 11/17/11) UNDER A PROFESSIONAL SEAL NO. 44862-21. THIS DOCUMENT IS THE PROPERTY OF T-Mobile. IT IS TO BE USED FOR THE PROJECT AND NOT FOR ANY OTHER PURPOSE. ANY REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT IS STRICTLY PROHIBITED. THIS DOCUMENT IS NOT CONSIDERED VALID UNLESS SIGNED AND SEALED BY THE SIGNATURE OF THE CONTRACTOR OR ANY ELECTRONIC COPIES.</p> <p>apx ARCHITECTURE & DESIGN</p> <p>APX PROJECT NO: 01-03108 SHEET NO: 6 OF 6 DRAWN BY: C. SHAW</p> <p>T-Mobile</p> <p>A2P0308M KINGS HIGHWAY WATER TANK</p> <p>NOTE: SEE L&S FOR ALL DETAILS.</p> <p>DETAILS</p> <p>SHEET NUMBER C8</p>	REV	DATE	DESCRIPTION	1	11/17/11	REVISED	2	11/17/11	REVISED	3	11/17/11	REVISED
REV	DATE	DESCRIPTION													
1	11/17/11	REVISED													
2	11/17/11	REVISED													
3	11/17/11	REVISED													
<p>CABINET MOUNTING DETAIL</p> <p>REV 1</p>	<p>6160 SITE SUPPORT CABINET SPECS</p> <p>REV 2</p>	<p>6160 BATTERY CABINET SPECS</p> <p>REV 3</p>													
<p>(NOT USED)</p> <p>REV 4</p>	<p>(NOT USED)</p> <p>REV 5</p>	<p>(NOT USED)</p> <p>REV 6</p>													



Site # A2P0308M
Market: Miami_