

**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 58<sup>th</sup> 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 Licensors 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 Licensors 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.

**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 38<sup>th</sup> Street  
Bellevue, WA 98006

If to The County:

Indian River County  
1801 27<sup>th</sup> 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 T SILVEIRA  
Title: SVP FIELD ENGINEERING  
Date: 8/7/2024

TMO  
Legal  
Digitally  
signed by  
TMO Legal  
Date:  
2024.07.01  
11:01:39  
-04'00

By: \_\_\_\_\_  
Name: Susan Adams

Title: Chairman, Indian River County Board of  
County Commissioners

Approved by BCC:: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Bill DeBraal, County Attorney

# T-Mobile

**LOCAL MAP**

**VICINITY MAP**

**PROPERTY SUMMARY**

**OWNER:** T-Mobile

**PROJECT:** T-Mobile

**ADDRESS:** 5850 COLLEGE LANE, VERO BEACH, FL 32966

**LOT:** 10-11, 10-12, 10-13, 10-14, 10-15, 10-16, 10-17, 10-18, 10-19, 10-20, 10-21, 10-22, 10-23, 10-24, 10-25, 10-26, 10-27, 10-28, 10-29, 10-30, 10-31, 10-32, 10-33, 10-34, 10-35, 10-36, 10-37, 10-38, 10-39, 10-40, 10-41, 10-42, 10-43, 10-44, 10-45, 10-46, 10-47, 10-48, 10-49, 10-50, 10-51, 10-52, 10-53, 10-54, 10-55, 10-56, 10-57, 10-58, 10-59, 10-60, 10-61, 10-62, 10-63, 10-64, 10-65, 10-66, 10-67, 10-68, 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75, 10-76, 10-77, 10-78, 10-79, 10-80, 10-81, 10-82, 10-83, 10-84, 10-85, 10-86, 10-87, 10-88, 10-89, 10-90, 10-91, 10-92, 10-93, 10-94, 10-95, 10-96, 10-97, 10-98, 10-99, 10-100

## KINGS HIGHWAY WATER TANK

5850 COLLEGE LANE  
VERO BEACH, FL 32966

EXCALIBUR DRAWINGS

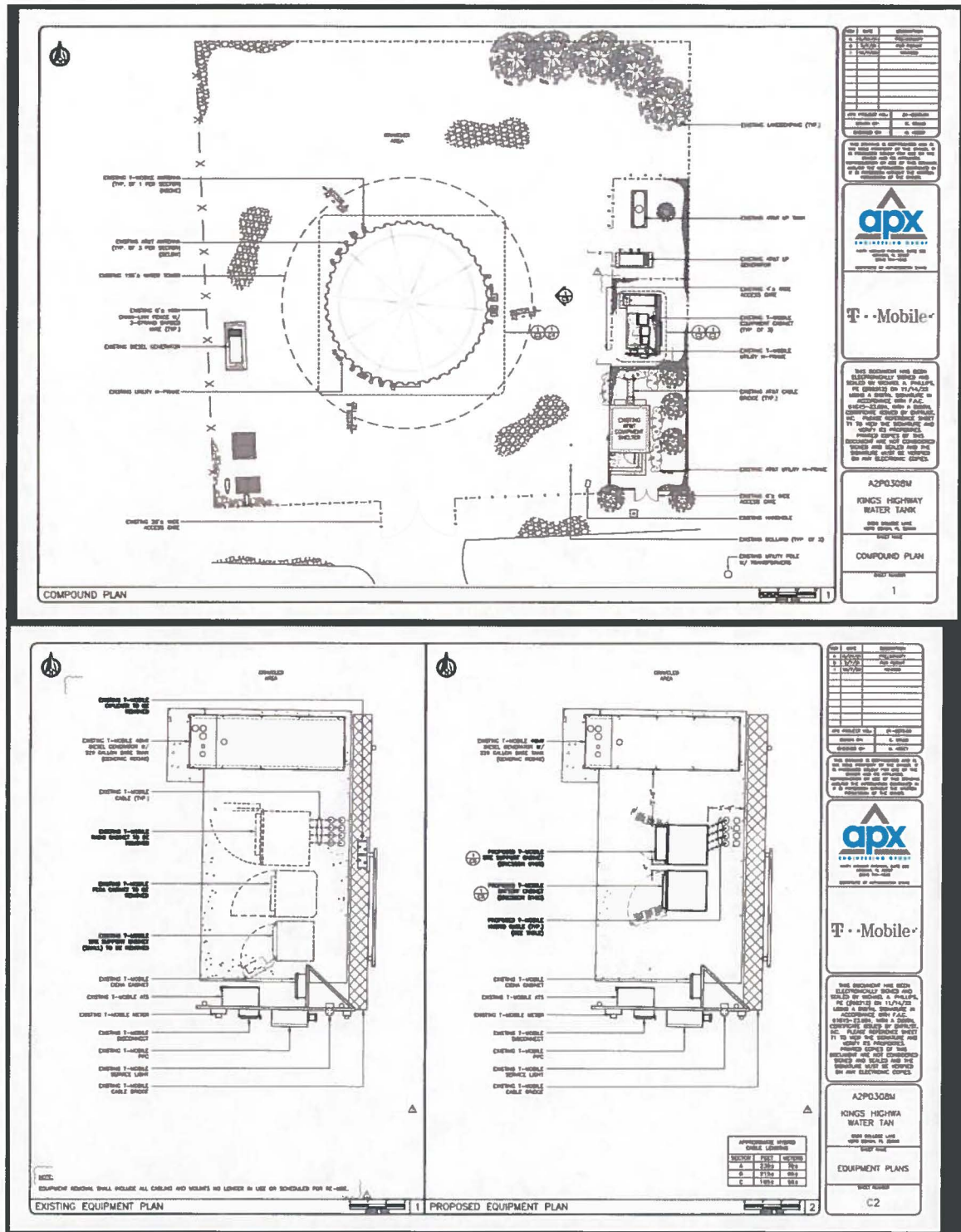
**PROJECT DESCRIPTION**

The water tank is a cylindrical structure with a diameter of 10 feet and a height of 10 feet. It is located on a concrete pad and is surrounded by a concrete wall. The tank is to be used for storing water for the T-Mobile facility.

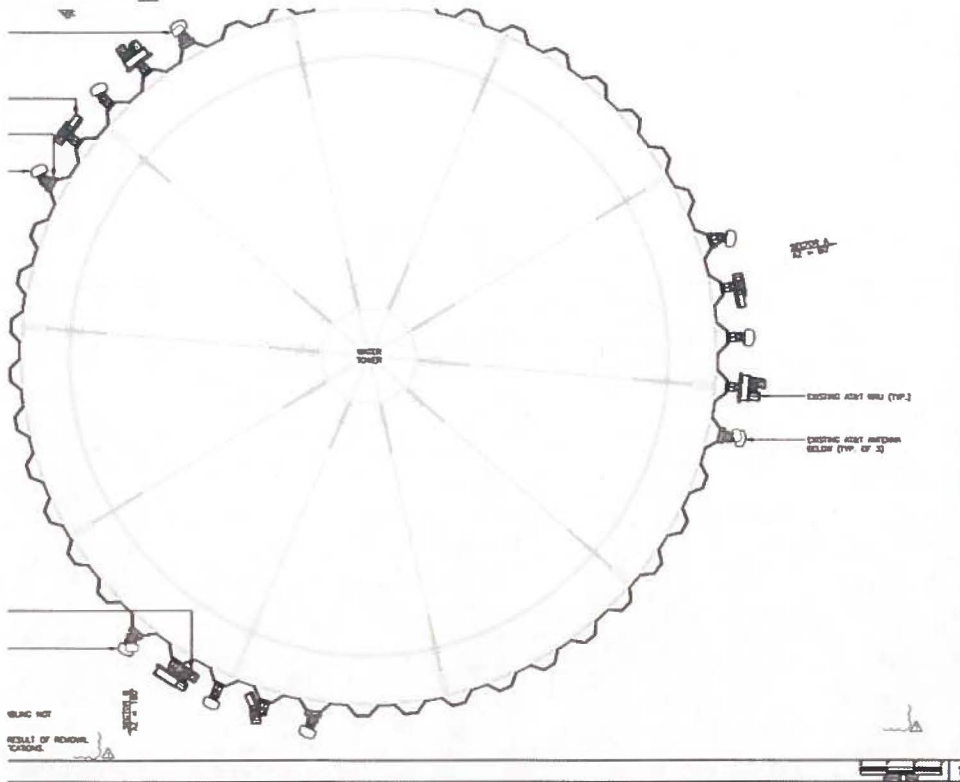
**INDEX OF DRAWINGS**


NO.	DESCRIPTION	SCALE
1	1. SITE PLAN	1" = 10'
2	2. GENERAL NOTES	1" = 10'
3	3. STRUCTURAL STEEL	1" = 10'
4	4. CONCRETE FOUNDATION	1" = 10'
5	5. CONCRETE PAD	1" = 10'
6	6. CONCRETE WALL	1" = 10'
7	7. CONCRETE ROOF	1" = 10'
8	8. CONCRETE FLOOR	1" = 10'
9	9. CONCRETE CURB	1" = 10'
10	10. CONCRETE CURB	1" = 10'
11	11. CONCRETE CURB	1" = 10'
12	12. CONCRETE CURB	1" = 10'
13	13. CONCRETE CURB	1" = 10'
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16	16. CONCRETE CURB	1" = 10'
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41	41. CONCRETE CURB	1" = 10'
42	42. CONCRETE CURB	1" = 10'
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46	46. CONCRETE CURB	1" = 10'
47	47. CONCRETE CURB	1" = 10'
48	48. CONCRETE CURB	1" = 10'
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66	66. CONCRETE CURB	1" = 10'
67	67. CONCRETE CURB	1" = 10'
68	68. CONCRETE CURB	1" = 10'
69	69. CONCRETE CURB	1" = 10'
70	70. CONCRETE CURB	1" = 10'
71	71. CONCRETE CURB	1" = 10'

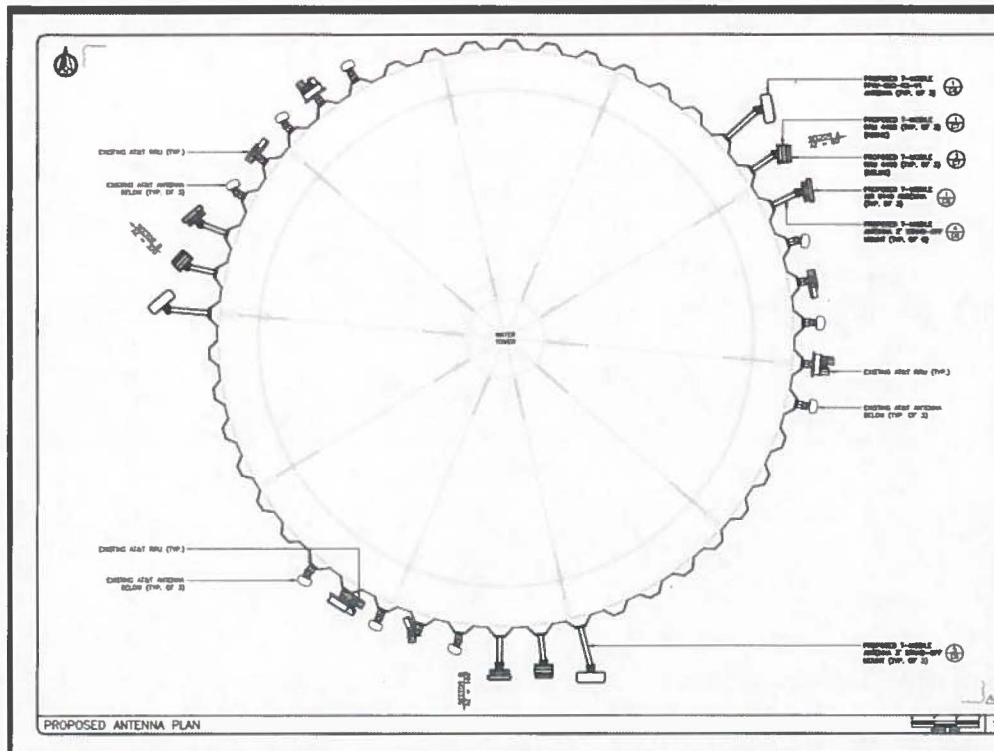





Site # A2P0308M  
Market: Miami



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DATE: 01/11/2017	BY: C. BARR
CHECKED BY: N. ARNETT	
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<p>A2P0308M KINGS HIGHWAY WATER TANK SITE: 10000 SW 15th Ave, Suite 200 MIAMI, FL 33155 PROPOSED ANTENNA PLAN SHEET NUMBER C3</p>	



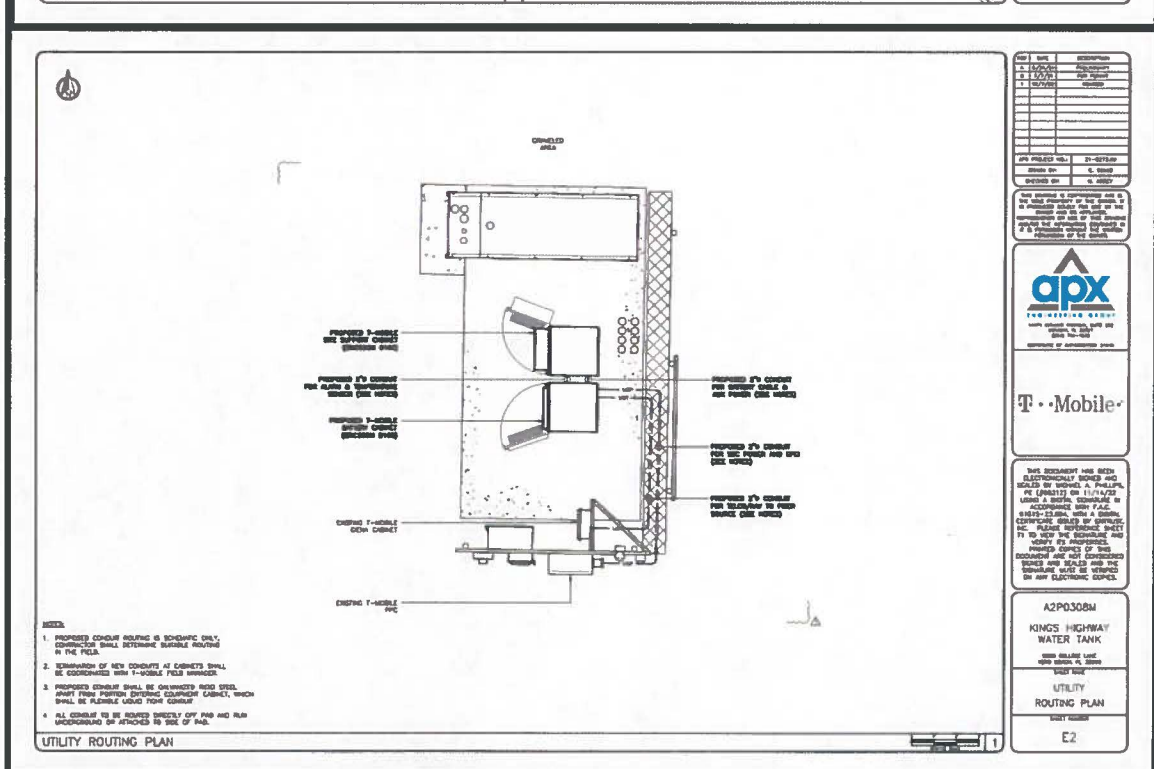
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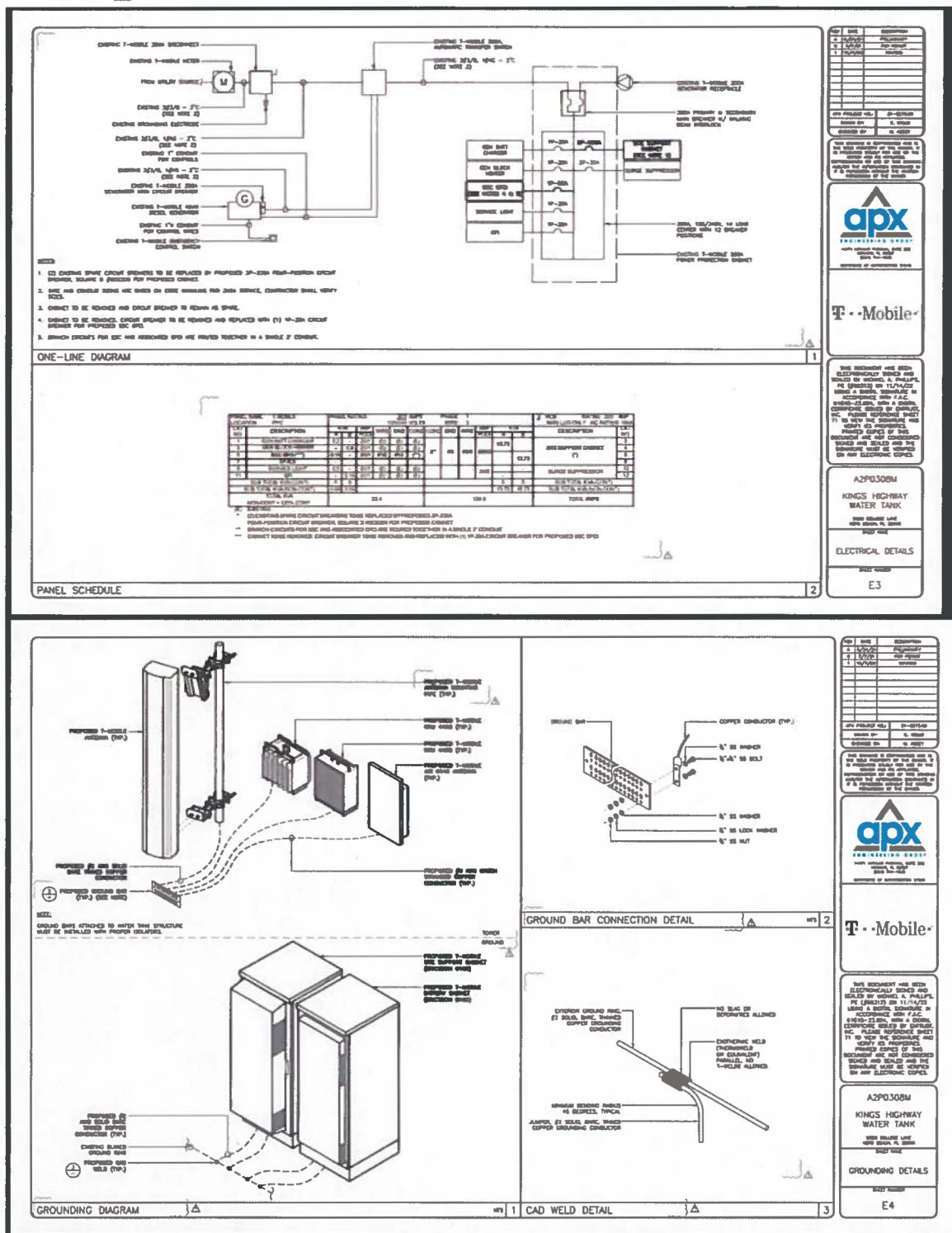




<p>RRU 4480 MOUNTING DETAIL</p>	<p>FRONT VIEW PLAN VIEW</p> <p>MANUFACTURER: CINCINNATI MODEL: RRU 4480 WEIGHT: 53 LBS</p>		<table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>1/1/2010</td> <td>ISSUED</td> </tr> <tr> <td>2</td> <td>1/1/2010</td> <td>REVISED</td> </tr> <tr> <td>3</td> <td>1/1/2010</td> <td>REVISED</td> </tr> </table> <p>REV PROJECT NO: 01-000000 SHEET NO: 1 OF 1 SHEET TITLE: C7</p> <p>THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL A. PHILLIPS, PE (LICENSED ON 11/17/07) UNDER A DIGITAL SIGNATURE IN ACCORDANCE WITH F.A.C. 12B05-22.001, WITH A DIGITAL CERTIFICATE ISSUED BY COMPTON IT TO VALID THE SIGNATURE AND VERIFY ITS RESPONSE. APPROVED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.</p> <p><b>apx</b> ENGINEERING GROUP 10000 N.W. 11th Ave., Suite 100 Miami, FL 33150 (305) 555-1000 www.apx-engineering.com</p> <p><b>T-Mobile</b></p> <p>A2P0308M KING'S HIGHWAY WATER TANK SITE NO: 001 SHEET TITLE: DETAILS SHEET NUMBER: C7</p>	REV	DATE	DESCRIPTION	1	1/1/2010	ISSUED	2	1/1/2010	REVISED	3	1/1/2010	REVISED
REV	DATE	DESCRIPTION													
1	1/1/2010	ISSUED													
2	1/1/2010	REVISED													
3	1/1/2010	REVISED													
<p>RRU 4460 MOUNTING DETAIL</p>	<p>FRONT VIEW PLAN VIEW</p> <p>MANUFACTURER: CINCINNATI MODEL: RRU 4460 WEIGHT: 53 LBS</p>		<p>(NOT USED)</p>												
<p>CABINET MOUNTING DETAIL</p>	<p>FRONT VIEW PLAN VIEW</p> <p>MANUFACTURER: CINCINNATI MODEL: 6160 AC-1 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"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>1/1/2010</td> <td>ISSUED</td> </tr> <tr> <td>2</td> <td>1/1/2010</td> <td>REVISED</td> </tr> <tr> <td>3</td> <td>1/1/2010</td> <td>REVISED</td> </tr> </table> <p>REV PROJECT NO: 01-000000 SHEET NO: 1 OF 1 SHEET TITLE: C8</p> <p>THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL A. PHILLIPS, PE (LICENSED ON 11/17/07) UNDER A DIGITAL SIGNATURE IN ACCORDANCE WITH F.A.C. 12B05-22.001, WITH A DIGITAL CERTIFICATE ISSUED BY COMPTON IT TO VALID THE SIGNATURE AND VERIFY ITS RESPONSE. APPROVED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.</p> <p><b>apx</b> ENGINEERING GROUP 10000 N.W. 11th Ave., Suite 100 Miami, FL 33150 (305) 555-1000 www.apx-engineering.com</p> <p><b>T-Mobile</b></p> <p>A2P0308M KING'S HIGHWAY WATER TANK SITE NO: 001 SHEET TITLE: DETAILS SHEET NUMBER: C8</p>	REV	DATE	DESCRIPTION	1	1/1/2010	ISSUED	2	1/1/2010	REVISED	3	1/1/2010	REVISED
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3	1/1/2010	REVISED													
<p>(NOT USED)</p>	<p>(NOT USED)</p>	<p>(NOT USED)</p>	<p>(NOT USED)</p>												



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Site # A2P0308M  
Market: Miami\_\_