

Site #: A2C0020A
Market: Orlando

THIRD AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER

THIS THIRD AMENDMENT to License Agreement for Wireless Communication Antenna on Existing Water Tower ("Third Amendment") is made and entered into by and between City of Cocoa, a Florida municipal corporation ("Licensor"), and T-Mobile South LLC, a Delaware limited liability company ("Licensee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Licensor and Licensee (or as applicable, their respective predecessors in interest) entered into a License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, amended by that certain First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 26, 2010, further amended by that certain Addendum to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 8, 2014, and further amended by that certain Second Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated December 13, 2016 (collectively, the "License Agreement"), with respect to Premises located at 318 Peachtree Street, Cocoa, FL 32922.

B. Licensor and Licensee desire to enter into this Third Amendment in order to modify and amend certain provisions of the License Agreement.

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, Licensor and Licensee covenant and agree as follows:

1. Effective on the date that Licensee begins installation of the equipment as specified on the attached Exhibit "3-A", which date Licensee shall notify Licensor in writing, (a) Licensee will have the right to modify its Antenna Facilities as described and depicted on Exhibit "3-A", which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the modifications described and depicted on Exhibit "3-A" in all respects, and (b) the Rent that Licensee pays Licensor will be increased by One Hundred Dollars (\$100.00) per month.

2. The terms and conditions of the License Agreement are incorporated herein by this reference, and capitalized terms used in this Third Amendment shall have the same meanings such terms are given in the License Agreement. Except as specifically set forth herein, this Third Amendment shall in no way modify, alter or amend the remaining terms of the License Agreement, 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 Agreement and this Third Amendment, the terms and conditions of this Third Amendment will govern and control.

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

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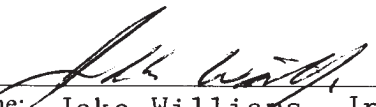
SIGNATURES NEXT PAGE


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

LICENSOR: City of Cocoa,
a Florida municipal corporation



LICENSEE: T-Mobile South LLC,
a Delaware limited liability company

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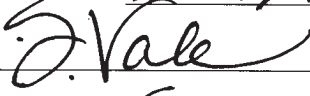
By: 
Name: Jake Williams, Jr.
Title: Mayor
Date: January 9, 2019

By: 
Name: Jess Louk
Title: Director, Network Engineering & Ops.
Date: 11/7/18

Witnesses:


Print Name: Monica Arsenault

Print Name: Carie Shealy

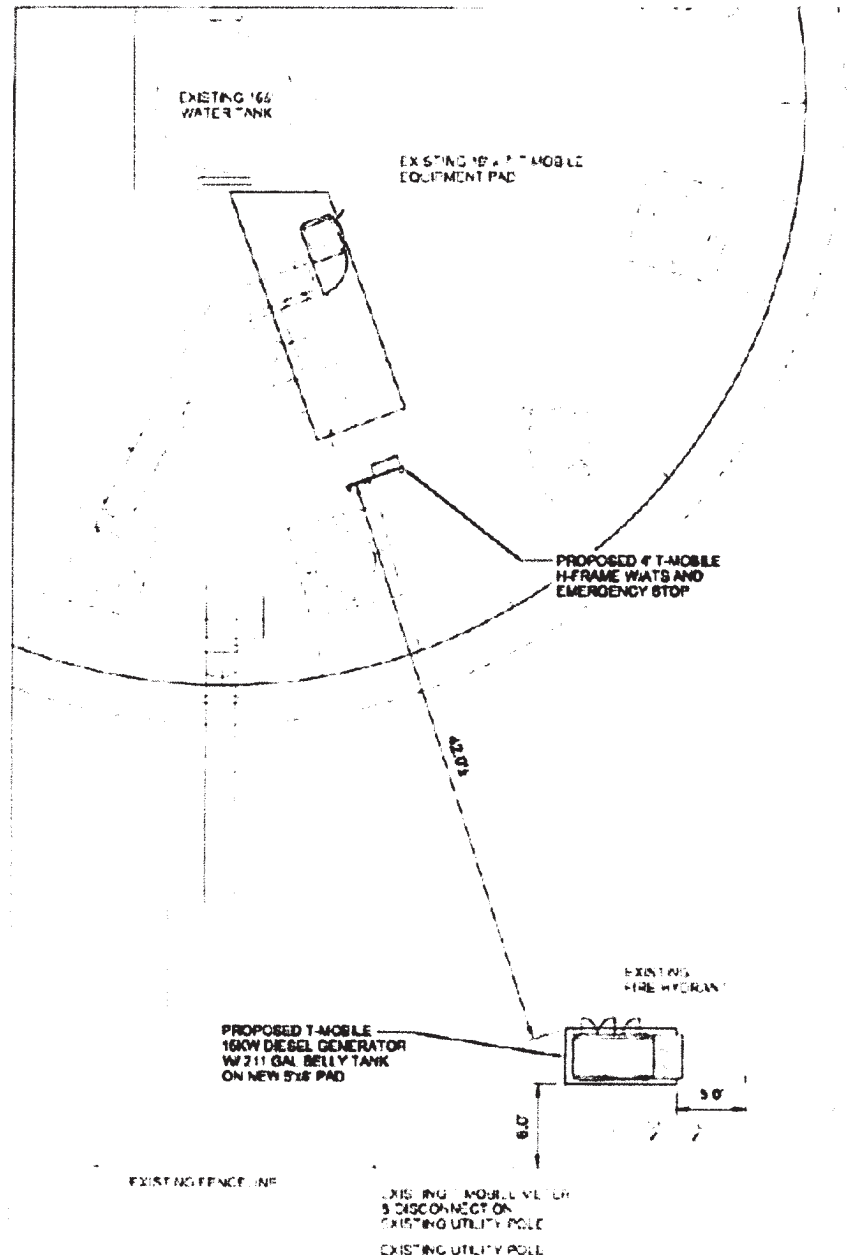
Witnesses:


Print Name: Adam Mortensen

Print Name: Evan Vale

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Exhibit "3-A"

T Mobile to install 15KW 211 Gallon Generator on 5'x8' Pad





11/27/18

David Fisher
351 Shearer Blvd.
Cocoa, FL 32922
321.635.7773

RE: T-Mobile Generator Amendment – A2C0020A

Hi David,

Please find four partially executed amendments for the upcoming T-Mobile generator project. Please have them signed and witnessed, and return two fully executed originals to Pete Snow at the address shown at the bottom of this page. Please contact me if you have questions.

Thank you!

A handwritten signature in black ink, appearing to read 'Susan'.

Susan Vale
Site Acquisition Manager
TruNorthe, LLC
720.935.8848
Susan.Vale18@T-Mobile.com
On behalf of T-Mobile



Office of the City Clerk
65 Stone Street | Cocoa, FL 32922
Phone: (321) 433-8480 | Fax: (321) 433-8455

January 10, 2019

T-Mobile
ATTN: Pete Snow
5901 Benjamin Center Drive
Suite 110 A-B
Tampa, FL 33634

Re: Third Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower

Dear Mr. Snow:

Per your request, enclosed are two (2) fully executed originals of the above referenced agreement. This was approved by the City Council of the City of Cocoa on January 9, 2019.

If you have any questions or need further assistance, please contact my office at (321) 433-8484 or by email at cshealy@cocoafl.org.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk