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

THIS FOURTH AMENDMENT to License Agreement for Wireless Communication Antenna on Existing Water Tower ("Fourth 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, (the "Lease"), as amended by that certain First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 26, 2010, as amended by that certain Addendum to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 8, 2014, as amended by that certain Second Amendment dated December 13, 2016, as amended by the Third Amendment dated January 9, 2019, (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 Fourth 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 as specified on the attached Exhibit "4-A", which date Licensee shall notify Licensor in writing, Licensee will have the right to modify its Antenna Facilities as described and depicted on Exhibit "4-A", which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approved of the modifications described and depicted on Exhibit "4-A" in all respects.
- 2. The terms and conditions of the License Agreement are incorporated herein by this reference, and capitalized terms used in this Fourth Amendment shall have the same meanings such terms are given in the License Agreement. Except as specifically set forth herein, this Fourth 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 Lease and this Amendment, the terms and conditions of this Fourth Amendment will govern and control.
- 3. 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 Fourth Amendment, or if any such third party consent or approval is required, Licensor has obtained any and all such consents or approvals.

[ SIGNATURE PAGES FOLLOW]

Site # A2C0020A

Site Name: Cocoa Village WaterTank

Orlando

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

City of Cocoa,

T-Mobile South LLC,

By:
Name: Michael C. Blake

Name: Jess Louk

Title: Director, Network Engineering and Operations

Date: 3/09/2021

Date: 2/5/1

Witnesses:

Witnesses:

Witnesses:

Name: Cane Sheaw

Name: Platin And

Name:

## 4 Exhibit

# Village WaterTank # A2C0020A Name: Cocoa V Orlando Site Site

BY ACCORDANCE WITH PLOREDA BUILDING CODE 2017 (6TH EDITION)

# T-Mobile.

REVERSEEN ELORIDA 33879

ENORMEDIC JAMES T. FENNELL, R.E. FL. LICENSE NO. 63808

### A2C0020A/COCOA VILLAGE WATER TANK

#### **CANDIDATE ADDRESS: 318 PEACHTREE STREET** LANDLORD APPROVAL: 5901 BENJAMIN CENTER DR., SUITE 110 A-B COCOA, FL 32922 **TAMPA, FL 33634** PROJECT: ANCHOR LANDLORD OR LANDLORD REPRESENTATIVE JURISDICTION: CITY OF COCOA DRIVING DIRECTIONS CODES STATEMENT NEE DIE 20 TOMAG OOGGE BEGON LIS ME VERKER OMTO FLAME GATTE SED GATATE SED GATATE SEDURE SED UN MED ET LIS ME ANG LIST OFFE S COUGHAMES, IN MES LIST BEITE MIND TOMOT PRECENTING SED GATATE SED GATATE SED UN MED ET LIS ME **GENERAL NOTES** STRUCTURAL NOTES STRUCTURAL STEEL SUALL COMPORATO THE LATEST CORROR OF THE ABLO, SPECIFICATION FOR STRUCTURAL STEEL SUBJECTION ALLOWABLE STRESS DEBING AND MARKET COMBINISTING THE COMMENTARY AND THE ABLO, CODE OF STANDARD PRACTICS. 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Inc. cn=James Fennell

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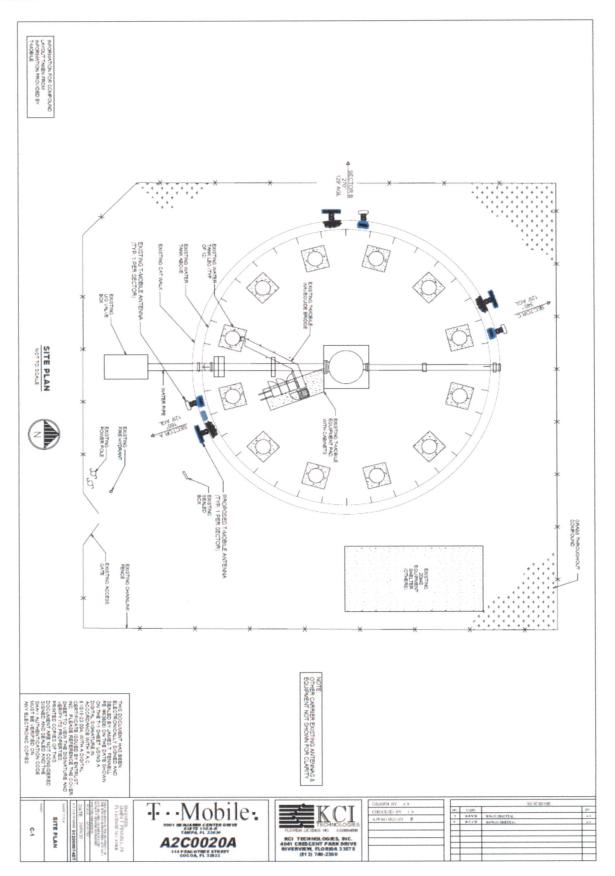
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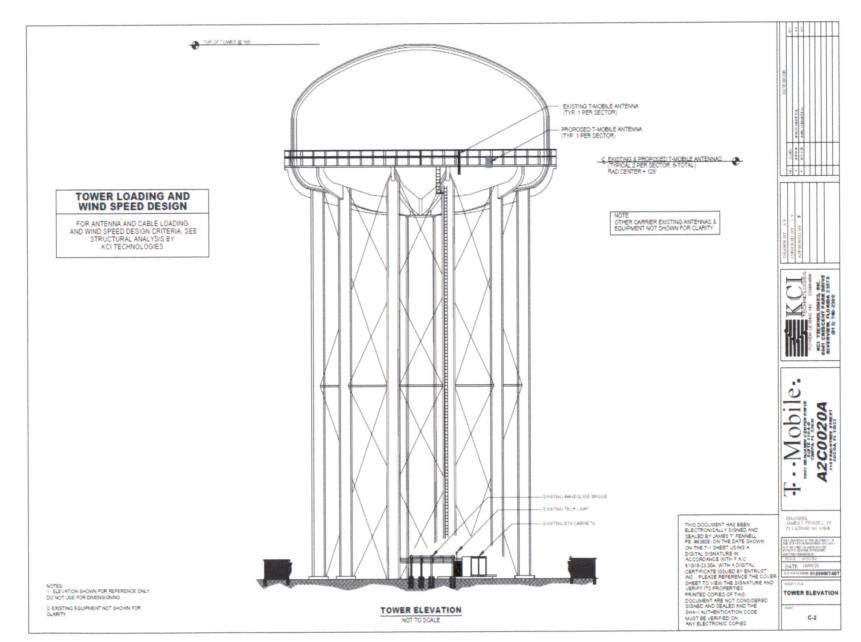
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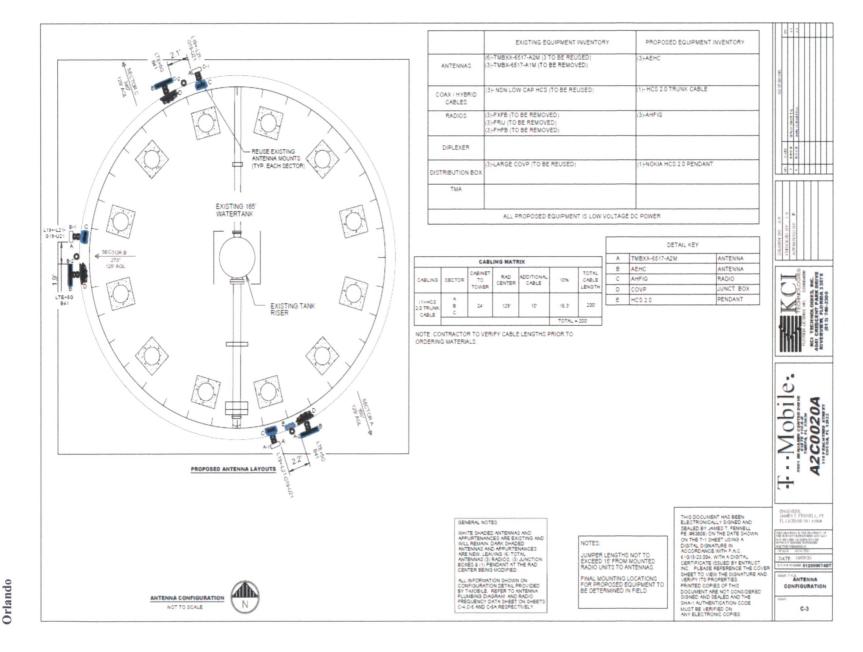
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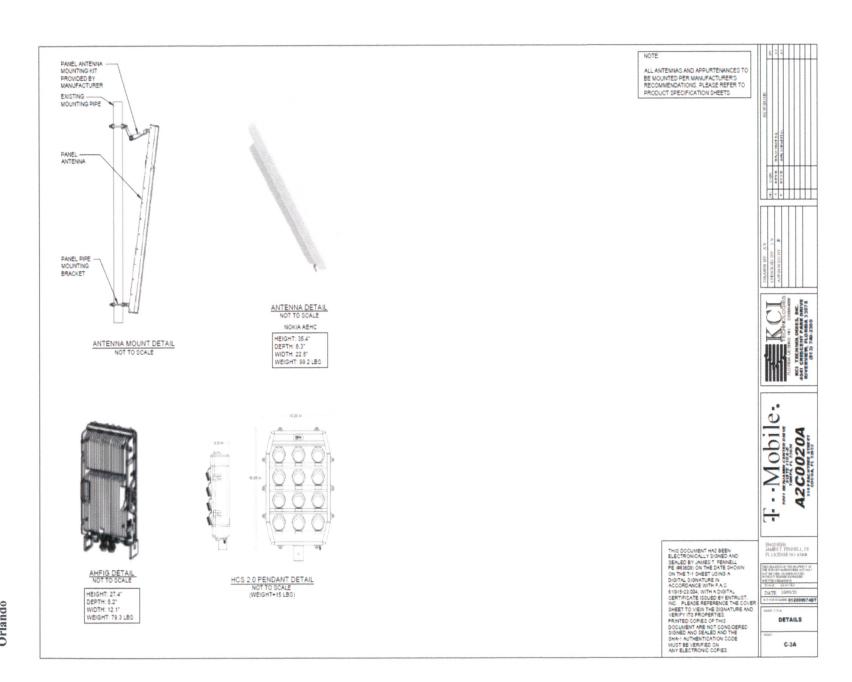
Site # A2C0020A Site Name: Cocoa Village WaterTank Orlando



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5901 Benjamin Center Drive, Suite 110 A-B, Tampa, FL 33634

City of Cocoa

ATTN: Katherine Ennis

351 Shearer Blvd Cocoa, FL 32922

February 20, 2020

To Ms. Ennis:

Attached is the Fourth Amendment to License Agreement for Water Tower (A2C0020A) for your execution. Once it is fully executed, please mail back in the envelop provided.

Thank you,

Sandy Schuk

407-687-5529

Sschuk@unitedcommercial.net