

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (the "First Amendment") is made and entered into on the ____ day of _____, 2019, ("Effective Date") by and between the VILLAGE OF WELLINGTON, a municipal corporation of the State of Florida, hereinafter "Licensor", and CELLCO PARTNERSHIP d/b/a Verizon Wireless, hereinafter "Licensee". Licensor and Licensee may be collectively referred to herein as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, Licensor and Licensee's predecessor in interest Verizon Wireless Personal Communications LP entered into a License Agreement dated December 11, 2001, whereby Licensee licensed a portion of Licensor's property located at 1100 Wellington Trace, Wellington, Florida 33414 (the "Property") for use of the demised premises and easement (collectively, the "Premises") as set forth more fully in the License Agreement; and

WHEREAS, as of December 31, 2018, Cellco Partnership d/b/a Verizon Wireless became the successor in interest to Verizon Wireless Personal Communications LP, and assumed all assets and liabilities of Verizon Wireless Personal Communications LP, including all obligations, responsibilities, and liabilities as set forth in the License Agreement; and

WHEREAS, the Parties desire to amend the License Agreement to reflect the new location of Licensee's easement and to address other matters.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1) Premises. Paragraph 1 of the License Agreement is hereby amended to reflect that Licensee's easement for ingress, egress, and utilities, as defined and set forth in the License Agreement, shall henceforth be in the location as set forth and described on Exhibit A-1 (the "New Easement"). Accordingly, Licensee's "Premises" shall be redefined as set forth and described on Exhibit A-1. The location of the New Easement on the Property shall replace the Licensee's previously existing easement on the Property, as described in Exhibit A to the License Agreement (the "Former Easement"), and the Former Easement shall be deemed abandoned. All uses and rights granted to Licensee in and to the Former Easement shall be conveyed to Licensee in and to its New Easement. All references to Exhibit A in the License Agreement shall hereafter be deemed to be references to Exhibit A-1.

- 2) Exhibit A to the License Agreement is hereby amended and replaced by Exhibit A-1 attached hereto and incorporated herein. In the event of any discrepancy between Exhibit A, and Exhibit A-1, attached hereto, Exhibit A-1 shall control.
- 3) Paragraph 5 of the License Agreement, which was intentionally deleted, is hereby amended by deleting the words "Intentionally Deleted" and substituting the following:

"Site Security. Security at the Water Treatment Plant site is a very high priority to the Licenser. Licensee recognizes that this site is sensitive in nature as a result of homeland security concerns, and the security criteria stipulated herein constitutes a material inducement of the Licenser to enter into this contract with Licensee. In recognition of the Licenser's security needs and the fact that this is an active and functioning facility, the Licensee agrees to take all reasonable steps to minimize the degree to which the facility is impacted by this construction project. The Licenser reserves the right to require timing adjustment of activities that, in the sole determination of the Licenser, impact the operation, efficiency or security of the Plant. The Licensee shall anticipate and work within the requirements of the Licenser's security needs.

The Licenser reserves the right to require the Licensee to perform a background check on all of Licensee's agents, licensees, invitees, employees, subcontractors, material workers, and suppliers entering the site and agrees to supply the results to the Licenser. Licensee shall secure from the affected parties appropriate authorizations and releases from liability in favor of the Licenser prior to performing the background checks. All background checks shall be performed prior to allowing the workers or suppliers access to the project site. The Licenser reserves the right but not the obligation to disallow entrance to the work site of any persons or entities as a result of the background check or other relevant information, regardless of the result of such background check.

Background checks shall be in such form and fashion as is acceptable to the Licenser, but at a minimum, shall be performed through the Palm Beach County Sheriff's Department and the Florida Department of Law Enforcement. The Licensee shall allow sufficient time to perform the necessary background checks within the project schedule. Nothing herein shall be construed as consent to be sued by third parties and Licensee waives all claims for damages based upon the security measures set forth herein. Each third party upon whom a background check has been performed shall be required to carry a photo identification and a clearance tag. Such identification and clearance tag shall be required to enter the Plant and shall be maintained with the person at all times while on site. The Licensee shall provide to the Licenser a complete roster of all parties who may

enter the work site to perform the work called for by this agreement and shall keep said roster updated and current on at least a monthly basis.”

- 4) Access to Tower. Paragraph 8 of the License Agreement is hereby amended by adding the words “Subject to the site security requirements, as set forth in paragraph 5 above,” before the first sentence.
- 5) Assignment. Paragraph 21 of the License Agreement is hereby amended by deleting the last two sentences, beginning with the words “Licensee may sublet the Premises.”
- 6) There shall be no rent increase associated with this First Amendment.
- 7) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the License Agreement.
- 8) All other terms and provisions of the License Agreement not expressly amended herein remain in full force and effect.
- 9) The Parties each warrant and represent to the other that the individual executing this First Amendment on behalf of the Party has full right, title and ability to enter into this First Amendment and bind the Party thereto. Additionally, Licensor warrants and represents to Licensee that Licensor has full title and interest in the Property and ability to grant the rights to Licensee as set forth herein.
- 10)
 - a. The License Agreement and this First Amendment contain all Licenses, promises or understandings between Licensor and Licensee and no verbal or oral Licenses, promises or understandings shall be binding upon either the Licensor or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the License Agreement and this First Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision in the License Agreement or this First Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the License Agreement and this First Amendment.
 - b. Licensee represents and warrants to Licensor that it is the sole successor in interest to Verizon Wireless Personal Communications LP, with full authority and ability to enter into this First Amendment, without the need for any additional consents or approvals from any person or entity. Licensee additionally represents and warrants to Licensor that the individual executing this First Amendment on behalf of Licensee has full power and authority to execute this instrument and to bind Licensee thereto, without the need for any additional consents or approvals from any person or entity. The parties hereby memorialize that these representations and warranties are a material term to the First Amendment and

that Licensor is relying upon such in entering into this First Amendment and that should any of these representations and warranties be deemed false, untrue, or unfounded, Licensee shall indemnify and hold Licensor harmless and Licensee shall undertake all required and necessary corrective measures as required by Licensor.

(Remainder of page intentionally left blank; Signature Page to follow)

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this First Amendment to License Agreement as of the day and year first written above:

LICENSOR

Village of Wellington

By: _____
Name: _____
Its: _____
Date: _____

WITNESS

WITNESS

Approved as to Form and Legal Sufficiency:

By: _____
Name: _____
Title: Village Attorney
Date: _____

LICENSEE

Cellco Partnership, a Delaware General Partnership,
d/b/a Verizon Wireless

As successor to Verizon Wireless Personal
Communications, LP

By: Kevin Powell, its authorized representative

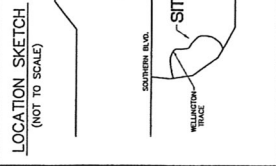
By: Kevin Powell
Name: Kevin Powell
Its: Director -Network Field Engineering
Date: 10/14/2019

Stephanie Sereno
WITNESS STEPHANIE SERENO

Stephanie Sereno
WITNESS Stephanie Sereno

EXHIBIT A-1

See attached Survey and Legal Descriptions



1. This survey does not reflect or determine ownership.
2. Prepared with reference to title deed #2038 by US Title Solutions, with all applicable easements contained within that report. The surveyor has relied on the report and the record plot with respect to the platfiled easements of record.
3. Reproductions of this drawing are not valid without the signature and original related sale of a Florida Licensed Surveyor and Mapper.
4. Survey site lies in Flood Zone "X", per Flood Insurance Rate Map No. 1209040059F, dated October 5, 2017.
5. Subsurface features and improvements were not located as a part of this survey.
6. All boundary measurements appear correct dimensions unless otherwise noted.
7. Bearings shown hereon are referenced to the point of Extension of Wilmington, following the Northern 1/4 N 1/4 line of Wilmington Tract as bearing S29°25'07"E per plat.
8. This survey was performed for the specific purpose of mapping the portion of the Northern 1/4 N 1/4 line of Wilmington Tract as bearing S29°25'07"E and to create a legal description of the easement per client indicated on drawing.

DESCRIPTION PROVIDED BY CLIENT

A parcel of land lying in the Northwest 1/4 of Section 11, Township 44, South, Range 41 East, Palm Beach County, Florida, being a portion of Parcel "A", EASTWOOD OF WELLINGTON, according to the Plat thereof as recorded in Plat Book 32, Pages 80 and 91, of the Public Records of Palm Beach County, Florida, said parcel is more particularly described as follows:

DESCRIPTION PROVIDED BY CLIENT

A parcel of land lying in the Northwest $\frac{1}{4}$ of Section 11, Township 44 South, Range 41 East, Pinckney County, Florida, being a portion of Parcel "A", EASTWOOD OF WELLINGTON, created by the Plat thereof as recorded in Public Record No. 28, of the Public Records of Pinckney County, South, and more particularly being described as follows:

Commencing at the West-Southwest corner of said Parcel "A", said point lying at the intersection of the Northeast $\frac{1}{4}$ of Section 11, Township 44 South, Range 41 East, with the West-Southwest corner of the Northeast $\frac{1}{4}$ of Section 12, Township 44 South, Range 41 East, and running North $100^{\circ} 17' 40"$ East a distance of 536.45 feet; thence North $100^{\circ} 17' 40"$ East a distance of 536.45 feet; thence North $31^{\circ} 14' 20"$ East a distance of 220.00 feet; thence North $81^{\circ} 10' 30"$ East a distance of 220.00 feet; thence South $81^{\circ} 10' 30"$ West a distance of 220.00 feet to the POINT OF BEGINNING.

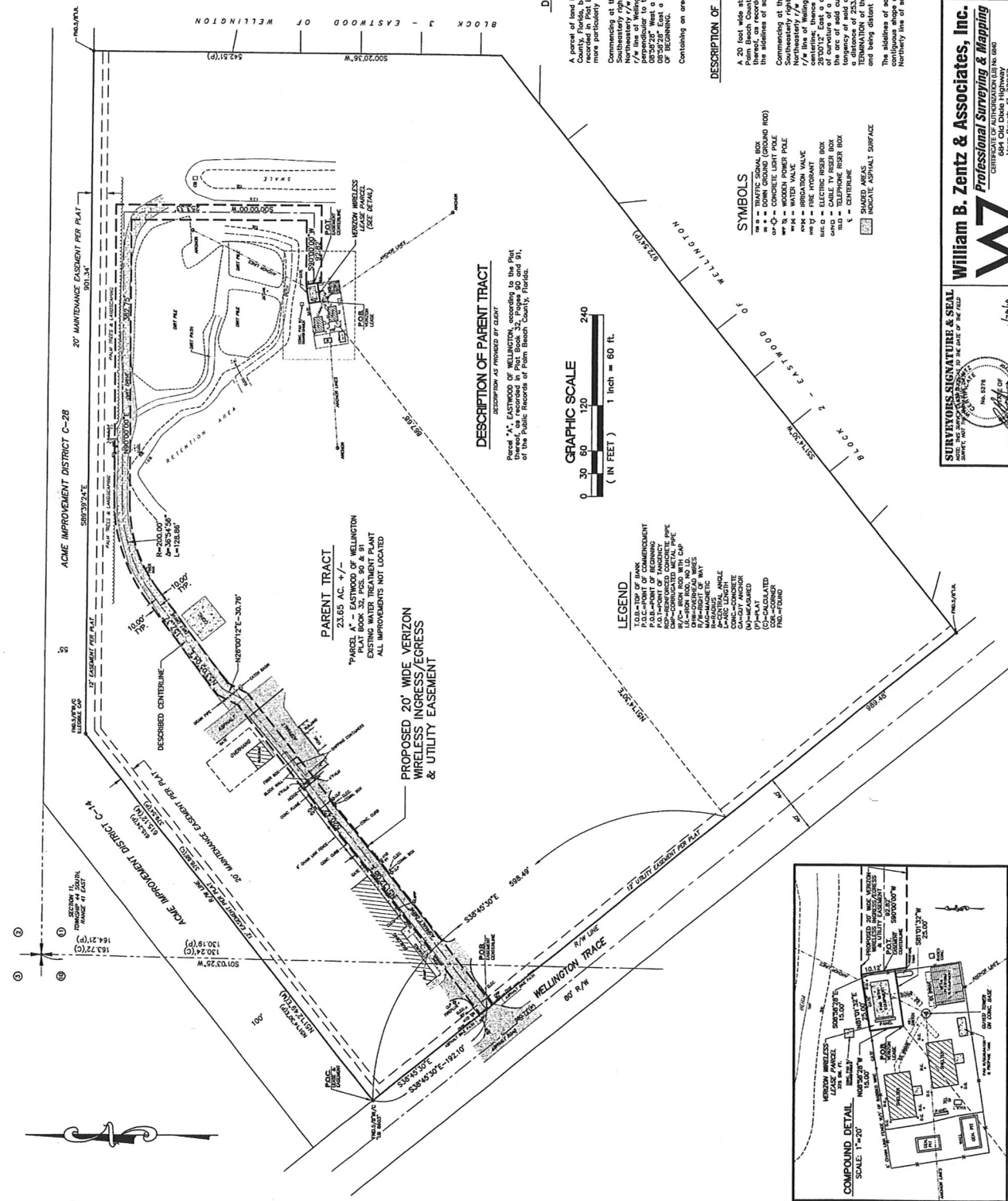
Containing an area of 375 acres, less.

[illegible]

The sidelines of said 20 foot wide strip of land to be extended or trimmed as necessary to form one contiguous shape and to meet the Northerly r/w line of Wellington Trce at the point of beginning and the Northerly line of said lease parcel at the point of termination.

Specific Purpose Survey
Verizon Wireless - #68604 Wellington
1100 Wellington Trace
Palm Beach County, Fl

OWN BY	FIELD BOOK / PAGE	LAST FIELD DATE	ADD. NO.	SHEET
B.Z.	VER 25/24	1/23/19	114-017	.



William B. Zentz & Associates, Inc.
Professional Surveying & Mapping
— CERTIFICATE OF AUTHORIZATION (L) No. 0340
694 Old Dixie Highway

SURVEYORS SIGNATURE & SEAL
 NOTE: THIS SURVEYOR'S SEAL RELATES TO THE DATE OF THE FIELD
 SURVEY, NOT THE DATE OF THIS SURVEY.
 No. 5276
 STATE OF
 [Signature]
 [Seal]