

Licensee Site Name: Wellington Water Treatment Facility/ 68604

After Recording Return To:

Rogers Lewis Jackson Mann & Quinn, LLC
P.O. Box 11803
Columbia, S.C. 29211
Attn: Jessica Crowson

State of Florida)
)
County of Palm Beach)

Amended Memorandum of License Agreement

This Amended Memorandum of License Agreement ("Amended Memorandum") is made this _____ day of _____, 2019, between the **Village of Wellington**, a municipal corporation of the State of Florida, hereinafter "Licensor", and **Cellco Partnership**, a Delaware general partnership, **d/b/a Verizon Wireless**, hereinafter "Licensee". Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

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 in that certain Memorandum of License Agreement recorded in OR Book 13220, Page 1585, in the Public Records of Palm Beach County, Florida; 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 have entered into a First Amendment to License Agreement ("First Amendment") to document the new location of Licensee's easement at the Property and for other amendments to the License Agreement; and

WHEREAS, this Amended Memorandum is not intended to supersede, replace, or release Licensee's rights under any prior recorded Memorandum;

1. The Premises licensed by Licensor to Licensee pursuant to the License Agreement, shall be as described on Exhibit A-1 attached hereto, and Licensee's "Premises" shall be redefined as set forth and described on Exhibit A-1 (the "New Easement"). The location of Licensee's New Easement on the Property shall replace Licensee's previously existing easement on the Property, as described in Exhibit 1 to the Memorandum of 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 Memorandum of License Agreement shall hereafter be deemed references to Exhibit A-1.

2. The terms, covenants and provisions of the License Agreement and First Amendment of which this is an Amended Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Licensors and Licensee.

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated 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 Serrano
WITNESS STEPHANIE SERRANO

Stephanie Markan
WITNESS Stephanie Markan

State of Florida)
)
County of Palm Beach)

Acknowledgement

I, _____, a Notary Public for said County and State, do hereby certify that _____ to me personally known, who, being by me duly sworn, did say that (s)he she is _____ of the **Village of Wellington, a municipal corporation of the State of Florida**, and that (s)he, being authorized to do so, executed the foregoing instrument on its behalf.

Sworn to and subscribed before me
this _____ day of _____, 201__.

Notary Public

State of Florida)
)
County of Hillsborough)

Acknowledgement

I, Lauren Mclemore, a Notary Public for Hillsborough County and State of Florida, do hereby certify that Kevin Powell, to me personally known, who, being by me duly sworn, did say that he is Director – Network Field Engineering of **Celco Partnership d/b/a Verizon Wireless**, and that he, being authorized to do so, executed the foregoing instrument on its behalf.

Sworn to and subscribed before me
this 14th day of October, 2019.

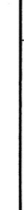
Lauren Mclemore
Notary Public

My Commission Expires: March 1, 2021



Exhibit “A-1”

See Attached Survey

SURVEYORS SIGNATURE & SEAL I, <u>DAVID R. ZENTZ</u> , do hereby certify that the above is a true and correct copy of the original as filed in my office.  DAVID R. ZENTZ State of Florida Commission Expires 12/31/06	William B. Zentz & Associates, Inc. Professional Surveying & Mapping CERTIFICATE OF AUTHORIZATION (C.A. No. 0642) William B. Zentz & Associates, Inc. Vero Beach, FL 32962 Phone: (772) 367-1252 Fax: (772) 367-1251		DATE:	REVISION:	Map Of Survey Specific Purpose Survey Verizon Wireless - #68604 Wellington 1100 Wellington Tract Palom Beach County, FL Date of Map: 1/23/07 Date of Sale: 11-0-07 Map No. 1
			1/23/07 11-0-07 1		