

### **THIRD AMENDMENT TO WATER TOWER LEASE AGREEMENT**

**THIS THIRD AMENDMENT TO WATER TOWER LEASE AGREEMENT** (the "Third Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_, by and between **CURRITUCK COUNTY** ("Lessor") and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless ("Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

#### **WITNESSETH:**

**WHEREAS**, Lessor and Lessee entered into a Water Tower Lease Agreement on June 11, 2007, as amended by that First Amendment to Water Tower Lease Agreement on March 6, 2012 and that Second Amendment to Water Tower Lease Agreement on August 31, 2016 (collectively, the "Agreement"), whereby Lessee leased from Lessor certain space on the Lessor's Tower located at 2519 Tulls Creek Road, Moyock, Currituck County, North Carolina, and as further described in the Agreement (the "Premises");

**WHEREAS**, the Parties desire to amend the Agreement to modify Lessee's equipment;

**NOW THEREFORE**, in consideration of the premises and the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exhibit "B-2" of the Agreement is hereby replaced and superseded in its entirety by the attached Exhibit "B-3". In the event of any discrepancies between Exhibit "B-2" and Exhibit "B-3", Exhibit "B-3" shall control.
2. Lessor and Lessee each hereby warrant to the other that the person executing this Third Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Third Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Third Amendment.
3. The Agreement and Third Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and Third Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and Third Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and Third Amendment.

4. Except as expressly set forth herein, all other terms, covenants and conditions of the Agreement shall remain unmodified and in full force and effect, and the Parties hereby confirm and ratify such terms and conditions and agree to perform and comply with the same. In the event of a conflict between the terms of the Agreement and the terms of this Third Amendment, the terms of this Third Amendment shall be controlling.

[SIGNATURES TO FOLLOW]

**IN WITNESS WHEREOF**, Lessor and Lessee have executed this Third Amendment effective as of the day and year first above written.

**LESSOR:**

**CURRITUCK COUNTY**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE:**

**CELLCO PARTNERSHIP**  
d/b/a Verizon Wireless

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Name: Thomas O'Malley  
Title: Director–Network Field Engineering  
Date: \_\_\_\_\_

**EXHIBIT "B-3"**

Lessee is authorized to install and maintain the following equipment on the Tower:

ANTENNAS: (6) X7C-FRO-860-VRO  
(3) VV-65B-R1B  
(3) BXA-70080-8CF

RAD CENTER: 143'

REMOTE RADIO HEADS: (3) B13 RRH 4x30-4R  
(3) AWS3 (B66a) 4x45 RRH

DISTRIBUTION BOXES: (2) RHSDC-3315-PF-48

DIPLEXERS: (6) CBC78T-DS-43

Diameter of Transmission Lines: Not to exceed 1 5/8"