

FIRST AMENDMENT
TO
ANTENNA SITE LICENSE AGREEMENT

This First Amendment to Antenna Site License Agreement is made as of the ____ day of _____, 2020, between **NexTower Development Group, LLC** a Delaware limited liability company (“Licensor”) and **Levy County**, a political subdivision of the State of Florida (“Licensee”) and

WITNESSETH:

WHEREAS, Licensor and Licensee have entered into that certain Antenna Site License Agreement (Cedar Key WSD, NXFL-142) dated June 4, 2019 (the “License Agreement”), with reference to a certain tower located at 10050 SW CR347, Cedar Key, Levy County, State of Florida, as described in the Antenna Site License Agreement and identified therein as the Site.

WHEREAS, Licensor and Licensee desire to amend and modify certain terms and conditions of the Lease;

NOW, THEREFORE, for and in consideration of ten and 00/100 (\$10.00) which is hereby acknowledged, Licensor and Licensee, intending to be legally bound, do hereby covenant and agree as follows:

1. Licensor and Licensee agree to amend Paragraph 2 of the License Agreement, Term of License, to read in its entirety as follows: The initial term of this Agreement shall commence on May 1, 2020 (the “Commencement Date”) and shall expire ten (10) years from the Commencement Date. Licensee and Licensor will confirm such date in writing. Additionally, the rent shall be \$1,150.00 per month for the months from May 1, 2020 through September 30, 2020. Commencing October 1, 2020, the rent shall be \$2,400.00 per month for the remainder of the term, with 2% annual escalation as provided in Exhibit “C.”.

(a) In the event Licensor leases tower space to a second tenant having same rent amount as Licensee or is a cell carrier, the Term of License shall be revised from ten (10) years to five (5) years from the Commencement Date. Such change shall be memorialized and executed by Licensor and Licensee in an Amendment of Antenna Site License Agreement as shown on Exhibit “D”.

2. Licensor and Licensee agree to amend Paragraph 4 of the License Agreement, License Fee, by deleting the fourth and fifth sentences of such Paragraph 4 in their entirety.

3. Licensor and Licensee agree to amend the **Initial License Fee** paragraph of Exhibit “C” to the License Agreement, License Fee Schedule, as follows, with the remainder of such Exhibit “C” to be unchanged: Licensee shall pay Licensor \$1,150.00 per month rent for the months commencing May 1, 2020 through September 30, 2020. Commencing October 1, 2020, the rent shall be \$2,400.00 per month for the remainder of the term.

4. Licensor and Licensee agree to amend Licensee's address for notices contained in Paragraph 23 of the License Agreement to read in its entirety as follows:

Levy County Board of County Commissioners
P.O. Box 310
310 Court Street, Bronson, FL 32621
Attn: Mitchell Harrell, Clayton Drew.

5. Capitalized Terms. All capitalized words and phrases used herein shall have the same meanings ascribed to them in the License Agreement.

6. Limitation. Except as amended herein, the License Agreement has not been otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Licensee and Licensor have caused this instrument to be duly executed as of the date set forth above by their duly authorized officers or representatives.

LICENSOR

NexTower Development Group, LLC
a Delaware limited liability company

By: _____

Print Name: David H. Boeff

Title: President, CEO

Witness:

Print Name: _____

Print Name: _____

LICENSEE

Levy County Board of County Commissioners
a political subdivision of the State of Florida

By: _____

Matthew Brooks, Chair

ATTEST:

Danny J. Shipp, Clerk

APPROVED AS TO FORM:

Anne Bast Brown
Anne Bast Brown, County Attorney