

## FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

This First Amendment to Water Tower Lease Agreement (“First Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between the City of Wauchula, a municipal corporation created under the laws of the State of Florida, (“hereinafter designated CITY”), and Cellco Partnership d/b/a Verizon Wireless (“hereinafter designated TENANT”). CITY and TENANT (or their predecessors in interest) entered into that certain Water Tower Lease Agreement dated April 12, 2018 as may have been previously amended and/or assigned, (the “Agreement”), pursuant to which TENANT is leasing or licensing from CITY a portion of that certain property located at 205 3<sup>rd</sup> Avenue N., County of Hardee, Wauchula, State of Florida as more particularly described in the Agreement. CITY and TENANT may be referenced in this First Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on September 30, 2026. Commencing on October 1, 2026, the Agreement shall be extended for five (5) years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for three (3) additional terms of five (5) years each (each, an “Additional Extension Term”), unless TENANT terminates the Agreement by giving CITY notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on October 1, 2026, the monthly rent shall be \$1,500.00 to be paid on the first day of the month in advance to CITY or such other person as CITY may designate in writing at least 30 days in advance of any rental payment date. Beginning on October 1, 2027, the monthly rent shall increase by 2% over the monthly rent then in effect and by 2% over the then current monthly rent on each one-year anniversary of October 1, 2027 thereafter.

3. Rent Credit. This First Amendment provides for a reduction in rent, effective October 1, 2026. The Parties acknowledge and agree that TENANT shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against TENANT’s rent due under the Agreement.

4. Notice Address. The notice address for TENANT in the Agreement is hereby amended as follows:

If to TENANT: Verizon Wireless  
Attn: Network Real Estate  
180 Washington Valley Road  
Bedminster, NJ 07921

With a copy to: Basking Ridge Mail Hub  
Attn: Legal Intake

One Verizon Way  
Basking Ridge, NJ 07920

5. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

6. Ratification and Reaffirmation. CITY and TENANT do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this First Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, this First Amendment is effective and entered into as of the date last written below.

ATTEST:

\_\_\_\_\_  
  
\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

“CITY”

**City of Wauchula, a municipal corporation**

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

“TENANT”

**Cellco Partnership  
d/b/a Verizon Wireless**

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