FOURTH AMENDMENT TO TOWER LEASE AGREEMENT

This Fourth Amendment to Tower Lease Agreement (the "Amendment") is made and entered into this ______6th__ day of _June _______, 2024 (the "Fourth Amendment Effective Date"), by and between **The Osceola County Board of County Commissioners**, a political subdivision of the State of Florida ("Landlord"), and **Cellco Partnership**, a Delaware general partnership d/b/a Verizon Wireless ("Tenant").

RECITALS:

WHEREAS, Landlord and Tenant are party to that certain Tower Lease Agreement dated August 15, 2005, as amended by that certain First Amendment to Tower Lease Agreement dated May 24, 2016, that certain Second Amendment to Tower Lease Agreement dated September 1, 2021, and that certain Third Amendment to Tower Lease Agreement dated November 2, 2023 (collectively, the "Agreement"), pursuant to which Landlord leases to Tenant certain premises as more particularly described in the Agreement; and

WHEREAS, Landlord and Tenant desire to amend certain terms of the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

- 1. Capitalized terms not defined herein shall have the same meanings ascribed to such terms in the Agreement.
- 2. As of the Fourth Amendment Effective Date, Landlord agrees that Tenant shall be permitted to make the equipment modifications depicted in Exhibit B-4 attached hereto and incorporated herein by reference.
- 3. Exhibit B-3 to the Agreement is hereby deleted in its entirety and replaced with Exhibit B-4 attached hereto. Exhibit B-4 to this Amendment hereby supplements Exhibit B-2 to the Agreement. As of the Fourth Amendment Effective Date, any references to Exhibit B will be deemed to refer collectively to Exhibit B-2 to the Agreement and Exhibit B-4 to this Amendment. In the event of any inconsistency between Exhibit B-2 attached to the Agreement and Exhibit B-4 attached hereto, the latter shall control.
- 4. The parties hereby reaffirm their rights and obligations under the Agreement as modified by this Amendment. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. The Agreement and this Amendment contain all agreements, promises or understandings between Landlord and Tenant. No verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy, or proceeding at law, and any addition, variation or modification to the Agreement or this Amendment shall be void and ineffective unless made in writing and signed by the parties hereto. In the event any provision of the Agreement or this 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 or this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date indicated above.

Landlord:

The Osceola County Board of County Commissioners, a political subdivision of the State of Florida

Name: Don Fisher

Title: County Manager

Date: April 19, 2024

Tenant:

Cellco Partnership d/b/a Verizon Wireless

By:

Name: Jhonathan Montenegro

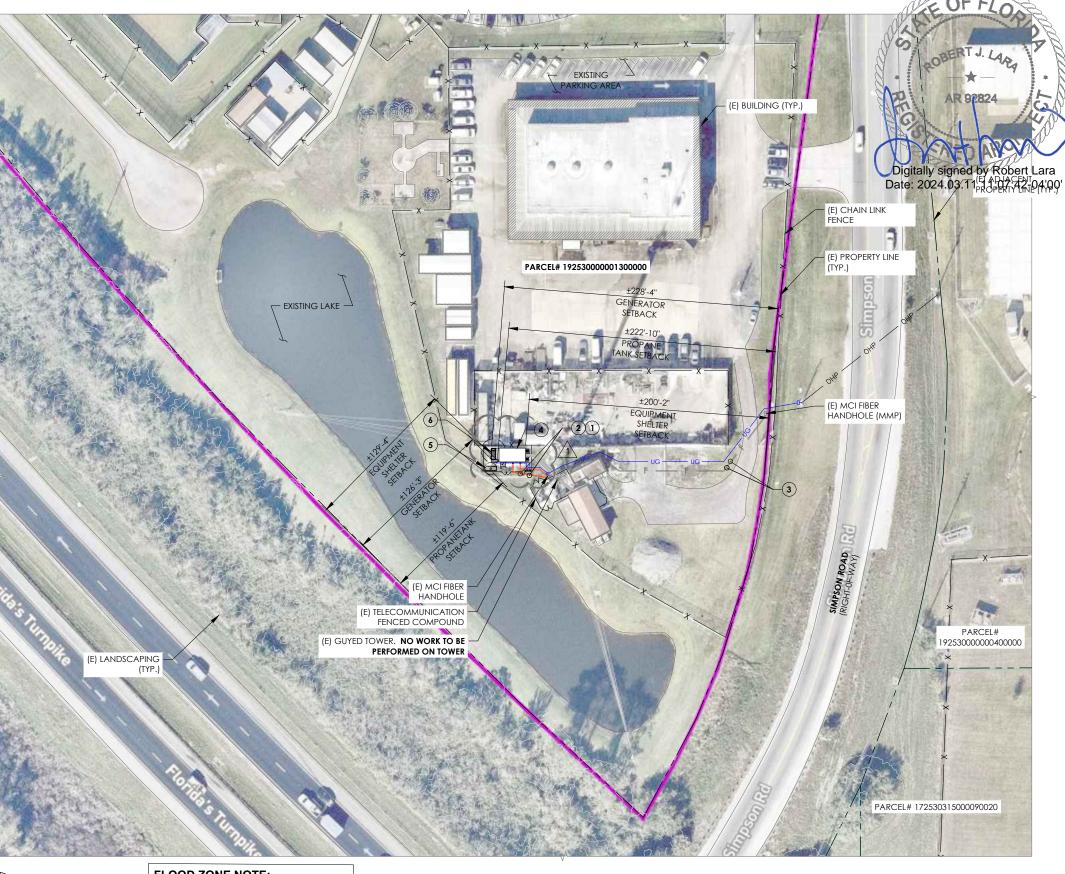
Title: Associate Director - Real Estate

Date: 6/6/2024

EXHIBIT B-4

Tenant Equipment

[See attached five (5) pages.]



NOTES:

- SITE GROUNDING SHALL COMPLY WITH VERIZON WIRELESS GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH VERIZON WIRELESS GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN.
- ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.
- ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
- SEEDING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE YEAR PERIOD.
- THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS DESIGN

KEY NOTES:

- (P) (2) 2" UNDERGROUND PVC CONDUIT WITH 1-1/4" INNERDUCT AND MULE TAPE.
- CROWN CASTLE TO BRING FIBER FROM RIGHT-OF-WAY UTILIZING VERIZON (P) 1-1/4" INNERDUCT AND MULE TAPE TO DEMARC.
- (P) 1-1/4" INNERDUCT AND MULE TAPE WITHIN EACH EXISTING CONDUIT FROM MMP TO EXISTING FIBER HANDHOLE OUTSIDE THE FENCED COMPOUND ROUTED WITHIN EXISTING UTILITY EASEMENT.
- (P) VERIZON WIRELESS 11'-6" x22'-0" PREFABRICATED EQUIPMENT SHELTER WITH PATIO GENERATOR FRAMING SHALL BE DESIGNED AND MANUFACTURED TO SUPPORT THE PROPOSED FLOOR MOUNTED EQUIPMENT AND THE WALL-MOUNTED HVAC UNITS ANCHORED TO (E) CONCRETE PAD AND (P) 8'-6" x11'-6" CONCRETE PAD EXTENSION. REFER TO SHEETS A504 & S301 FOR
- (P) VERIZON 500 GALLON LP TANK W/ SHUT OFF VALVE ON (P) 4'-0"x10'-0" CONCRETE PAD. REFER TO SHEET A503 FOR TANK & 4/S302 FOR
- (P) VERIZON 60kW LP GENERATOR ANCHORED TO (P) CONCRETE PAD EXTENSION. REFER TO SHEET A502 FOR GENERATOR DETAILS AND SHEET S301 FOR CONCRETE PAD DETAILS.



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DESCRIPTION ISSUED FOR 90% CD SUBMITTA ISSUED FOR PERMIT 05.02.23 NETWORK COMPLIANCE SUBMITTALS DATE 100% SUBMISSIOI RE-SUBMISSION (IF REQUIRED

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IGNED BY: CT WN BY: GD ECKED BY: RL/CT

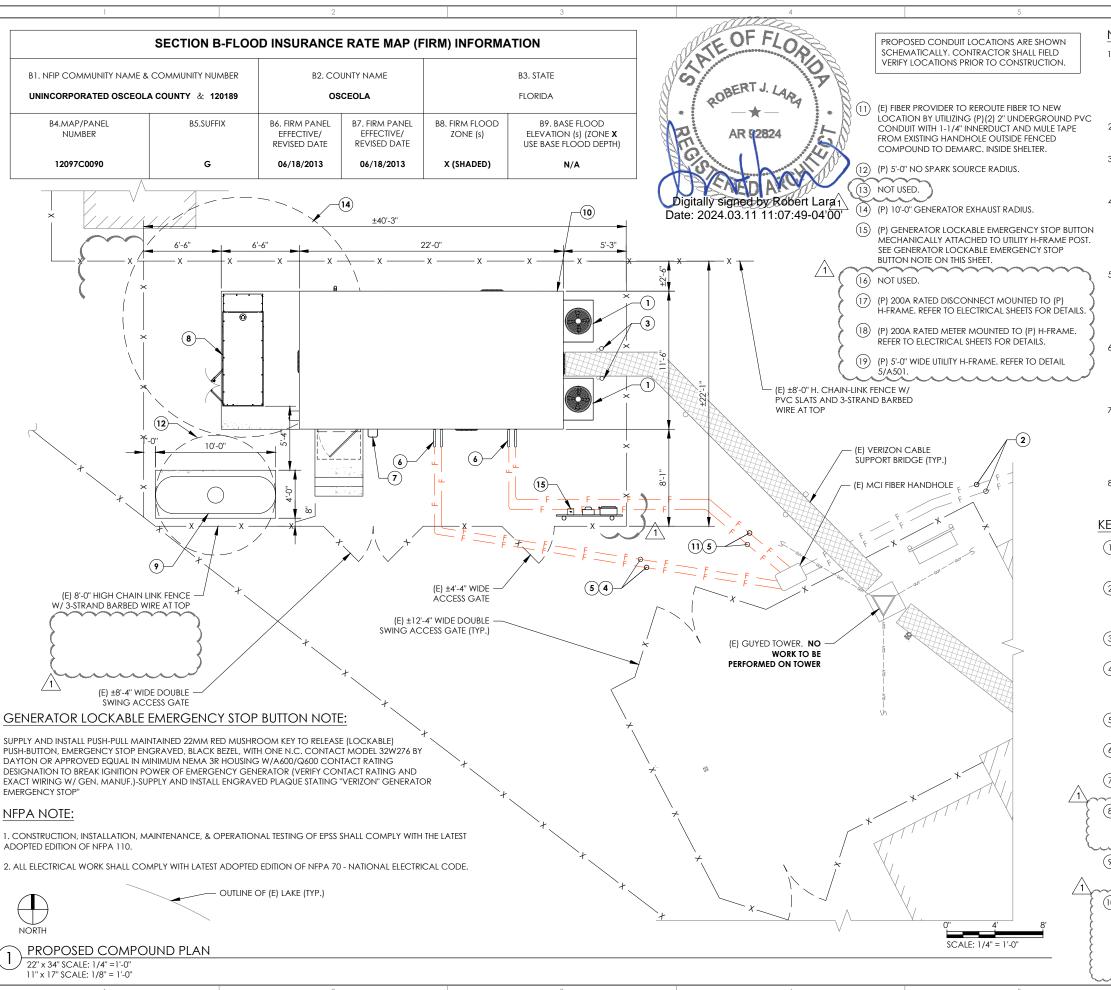
> **PROPOSED SITE PLAN**

FLOOD ZONE NOTE:

ACCORDING TO FIRM MAP 120189 PANEL 12086C0288 DATED 06/18/2013 THE SUBJECT PROPERTY IS IN FLOOD ZONE "X (SHADED)"

PROPOSED CONDUIT LOCATIONS ARE SHOWN SCHEMATICALLY, CONTRACTOR SHALL FIELD VERIFY LOCATIONS PRIOR TO CONSTRUCTION.

PROPOSED SITE PLAN 22" x 34" SCALE: 1" = 20'-0" 11" x 17" SCALE: 1" = 40'-0"



NOTES:

- SITE GROUNDING SHALL COMPLY WITH VERIZON WIRELESS GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH VERIZON WIRELESS GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN.
- . ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- 3. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
- 4. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- 5. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.
- ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
- 7. SEEDING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE YEAR PERIOD.
- THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS DESIGN PACKAGE.

KEY NOTES:

- (1) (P) HVAC WALL PACK UNIT MOUNTED TO SHELTER WALL (TYP. OF 2). REFER TO MECHANICAL SHEET FOR NOTES AND SPECS.
- (P) 1-1/4" INNERDUCT AND MULE TAPE WITHIN EACH EXISTING CONDUIT FROM MMP TO EXISTING FIBER HANDHOLE OUTSIDE THE FENCED COMPOUND ROUTED WITHIN EXISTING UTILITY EASEMENT.
- (9) VERIZON GPS ANTENNA (TYP. OF 2). REFER TO DETAIL 1/A501.
- (4) CROWN CASTLE TO BRING FIBER FROM EXISTING HANDHOLE OUTSIDE FENCED COMPOUND BY UTILIZING VERIZON (P) 1-1/4" INNERDUCT AND MULE TAPE TO DEMARC. INSIDE SHELTER
- (5) (P) (2) 2" UNDERGROUND PVC CONDUIT WITH 1-1/4" INNERDUCT AND MULE TAPE.
- (P) (2) 2" RIGID CONDUIT FIBER ENTRANCE (TYP.). REFER TO DETAIL 3 ON SHEET A501.
- (7) (P) SHELTER ACCESS DOOR (PART OF THE SHELTER) NEW GASKET SEALS PERIMETER OF DOOR.
- (8) (P) VERIZON 60kW LP GENERATOR ANCHORED TO CONCRETE PAD EXTENSION. REFER TO SHEET A502 FOR GENERATOR DETAILS AND SHEET \$302 FOR CONCRETE PAD DETAILS.
- (9) (P) VERIZON 500 GALLON LP TANK W/ SHUT OFF VALVE ON (P) 4'-0'x10'-0" CONCRETE PAD. REFER TO SHEET A503 FOR TANK & 4/S302 FOR DETAILS.
- (10) (P) VERIZON WIRELESS 11'-6"x22'-0" PREFABRICATED EQUIPMENT SHELTER WITH PATIO GENERATOR FRAMING SHALL BE DESIGNED AND MANUFACTURED TO SUPPORT THE PROPOSED FLOOR MOUNTED EQUIPMENT AND THE WALL-MOUNTED HVAC UNITS ANCHORED TO (E) CONCRETE PAD AND (P) 8'-6" x11'-6" EXTENSION. REFER TO SHEETS A504 & S301 FOR DETAILS.



THIS DRAWING WAS PREPARED SOLELY FOR THE USE OF VERIZON WIRELESS AND MUST ONLY BE USED BY VERIWIRELESS EMPLOYEES, CONTRACTORS, AND VENDOR WHILE PERFORMING THE WORK SHOWN ON THIS DRAWING. ANY OTHER USE OF THIS DRAWING IS





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		NET	WORK COMPLIANCE SUBMITTALS	DATE
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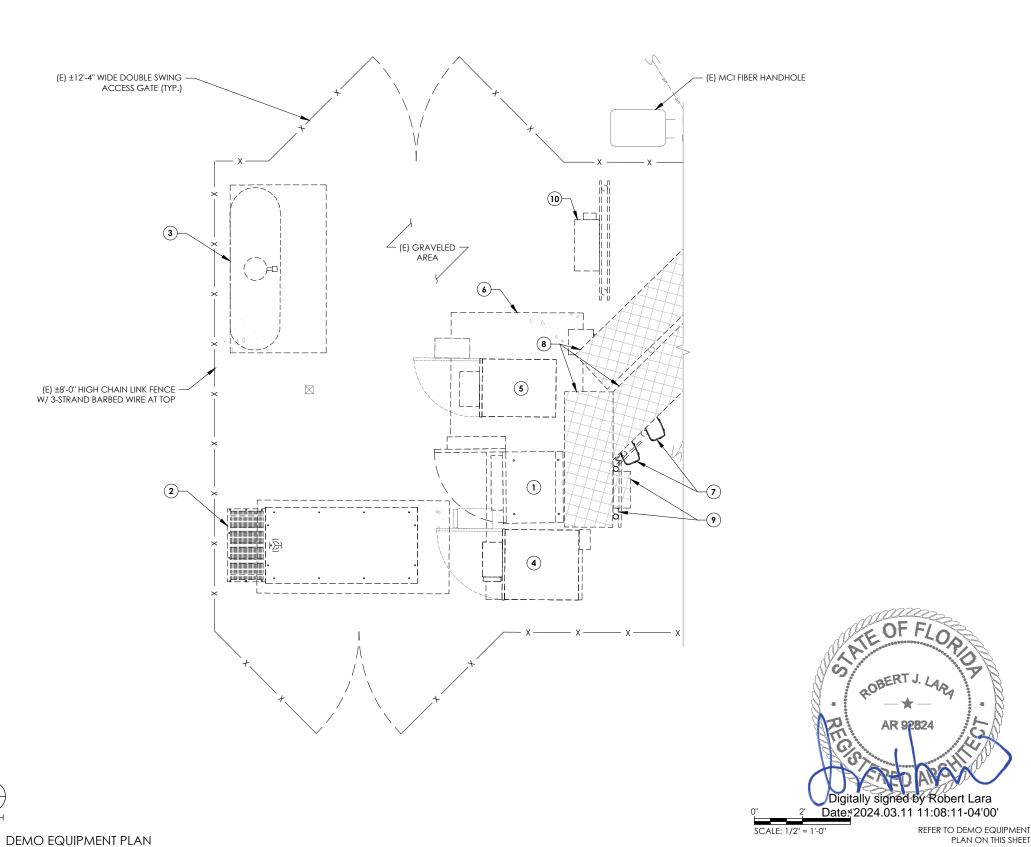
DESIGNED BY: CT

DRAWN BY: GD

CHECKED BY: RL/CT

PROPOSED COMPOUND PLAN





22" x 34" SCALE: 1/2" = 1'-0" 11" x 17" SCALE: 1/4" = 1'-0"

NOTES:

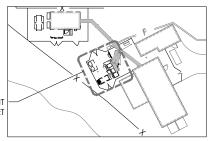
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- 2. ANY DAMAGE TO ADJACENT PROPERTIES SHALL
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 3. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
- 4. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
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- 6. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
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- THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS DESIGN PACKAGE.
- ALL WALL (INTERIOR OR EXTERIOR) OPENINGS CREATED, UNCOVERED OR DISCOVERED DURING HVAC UPGRADE SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION.

KEY NOTES:

- (1) (E) VERIZON CDMA CABINET TO BE REMOVED.
- (E) VERIZON 48kW LP GENERATOR AND CONCRETE GENERATOR PAD TO BE REMOVED.
- (3) (E) VERIZON 250 GALLON PROPANE TANK AND CONCRETE LP PAD TO BE REMOVED.
- (4) (E) VERIZON BATTERY CABINET TO BE REMOVED.
- (5) (E) VERIZON LTE EQUIPMENT CABINET TO BE REMOVED AND EQUIPMENT INSIDE TO BE RELOCATED TO NEW VZW RACKS.
- (6) (E) VERIZON CONCRETE EQUIPMENT PAD TO BE REMOVED.
- (E) VERIZON OVP TO BE RELOCATED TO NEW RAYCAP RACK.
- (8) (E) VERIZON CABLE SUPPORT BRIDGE TO BE REMOVED.
- (E) VERIZON METER, DISCONNECT AND SUPPORT POST TO BE REMOVED.
- (E) 200A ILC AND UTILITY H-FRAME TO BE REMOVED.

KEY PLAN (NOT TO SCALE)





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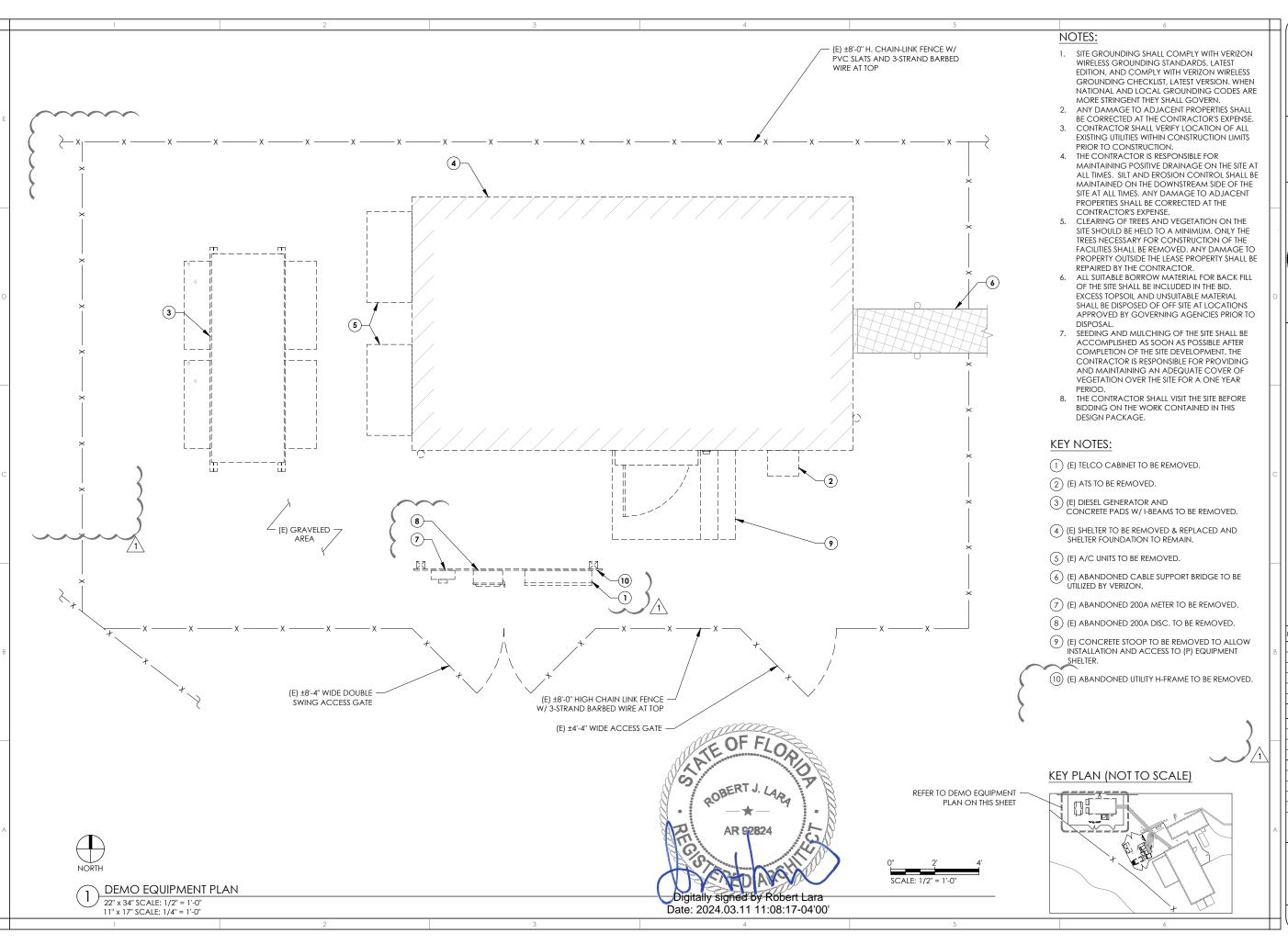
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DEMO EQUIPMENT PLAN

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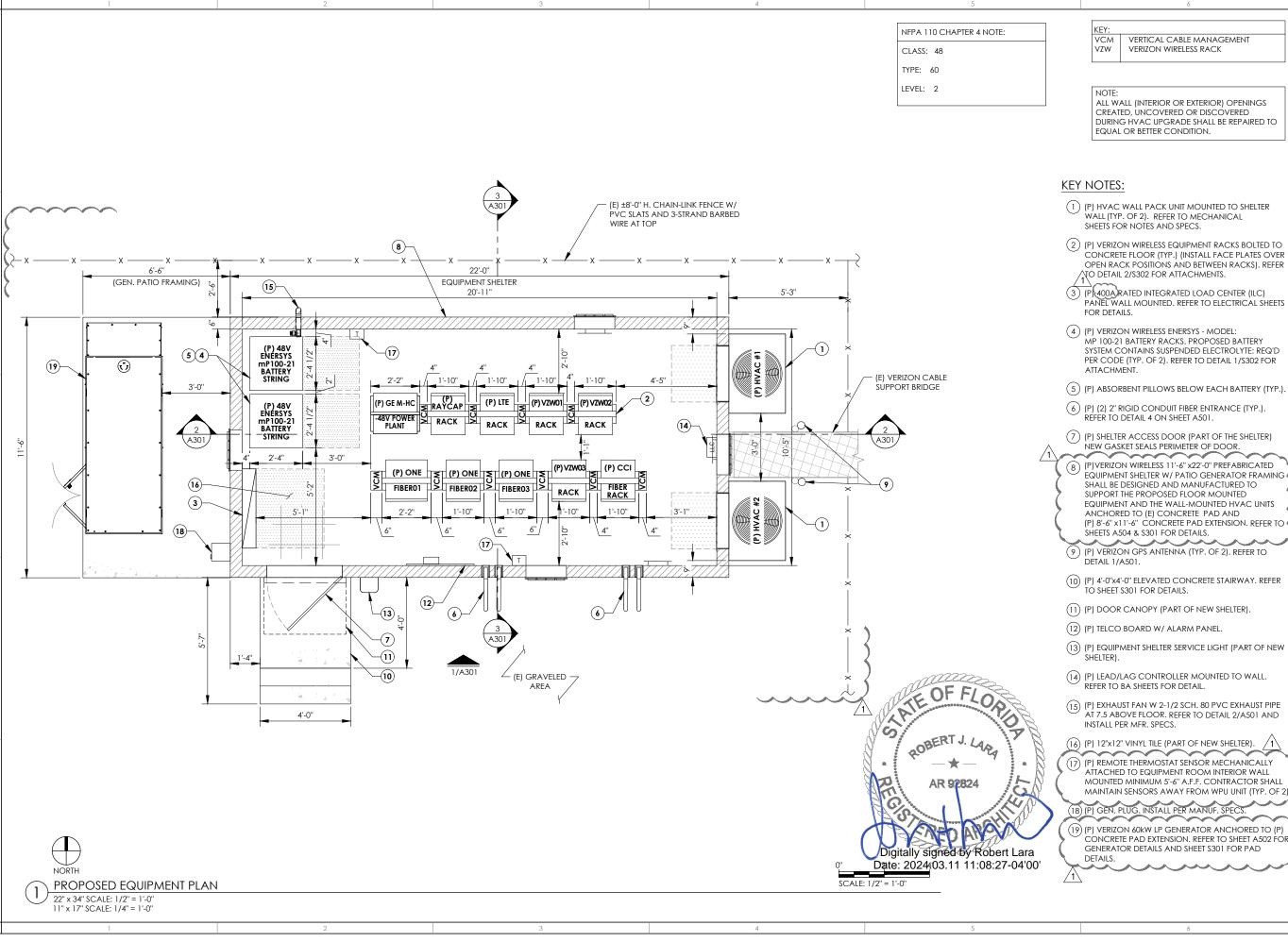
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DEMO EQUIPMENT PLAN









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(5) (P) ABSORBENT PILLOWS BELOW EACH BATTERY (TYP.).

(6) (P) (2) 2" RIGID CONDUIT FIBER ENTRANCE (TYP.). REFER TO DETAIL 4 ON SHEET A501.

(7) (P) SHELTER ACCESS DOOR (PART OF THE SHELTER)

EQUIPMENT SHELTER W/ PATIO GENERATOR FRAMING SHALL BE DESIGNED AND MANUFACTURED TO SUPPORT THE PROPOSED FLOOR MOUNTED EQUIPMENT AND THE WALL-MOUNTED HVAC UNITS ANCHORED TO (E) CONCRETE PAD AND (P) 8'-6" x11'-6" CONCRETE PAD EXTENSION. REFER TO

(10) (P) 4'-0"x4'-0" ELEVATED CONCRETE STAIRWAY. REFER

(13) (P) EQUIPMENT SHELTER SERVICE LIGHT (PART OF NEW

(14) (P) LEAD/LAG CONTROLLER MOUNTED TO WALL. REFER TO BA SHEETS FOR DETAIL.

(15) (P) EXHAUST FAN W 2-1/2 SCH. 80 PVC EXHAUST PIPE AT 7.5 ABOVE FLOOR. REFER TO DETAIL 2/A501 AND

(16) (P) 12"x12" VINYL TILE (PART OF NEW SHELTER). 1

(17) (P) REMOTE THERMOSTAT SENSOR MECHANICALLY ATTACHED TO EQUIPMENT ROOM INTERIOR WALL MOUNTED MINIMUM 5'-6" A.F.F. CONTRACTOR SHALL MAINTAIN SENSORS AWAY FROM WPU UNIT (TYP. OF 2)

18) (P) GEN. PLUG. INSTALL PER MANUF. SPEC

(19) (P) VERIZON 60kW LP GENERATOR ANCHORED TO (P) CONCRETE PAD EXTENSION. REFER TO SHEET A502 FOR GENERATOR DETAILS AND SHEET \$301 FOR PAD

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PROPOSED FLOOR PLAN

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