

**FIRST AMENDMENT TO LEASE
FOR LIGHT POLE REPLACEMENT
AT DOVER SHORES RECREATION COMPLEX**

This First Amendment to Lease ("**First Amendment**") is made this ____ day of _____, 2016, ("**Effective Date**") between City of Orlando, a Florida municipal corporation ("**Landlord**"), and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless ("**Tenant**").

WHEREAS, Landlord and Primeco Personal Communications, Limited Partnership, Tenant's predecessor-in-interest, entered into that certain Lease dated March 13, 1998 (the "**Lease**"), for the lease of a portion of Landlord's property located at the Dover Shores Recreation Complex, 1400 Gaston Foster Road, Orlando, Florida (the "**Park**"), as more fully described in the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, Landlord and Tenant agree to the following modifications and amendments to the Lease:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Lease.

2. Term. The current five (5) year extension term for the Lease shall expire on February 12, 2018 (the "**Second Extension Term**"). Section 4 of the Lease is hereby amended to reflect that at the expiration of the Second Extension Term, the term of the Lease shall automatically be extended without further action of the parties for two (2) additional five (5) year terms unless Tenant terminates it at the end of the then current term by giving Landlord written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term.

3. Rent Escalator. Prior to the expiration of the Second Extension Term, the Rent shall continue to increase at the times and in the amounts as originally provided in the Lease. Upon expiration of the Second Extension Term, if this Lease is extended Section 5(C) of the Lease shall automatically be modified to read as follows: "(C) The Rent shall increase on the first day of the five-year renewal term ("**Third Extension Term**") and on the first day of each one-year period thereafter by an amount equal to three percent (3%) of the Rent paid during the previous one-year period. If the lease is extended beyond the Third Extension Term, the Rent shall increase at the same times and in the same amounts as required during the Third Extension Term."

4. Utilities Easement. Landlord hereby grants to Tenant, its successors and assigns a non-exclusive easement in the land specifically described in Exhibit "D-1" attached hereto and made a part hereof ("**Utility Easement Area**") for the installation, operation and maintenance of fiber-optic cable, wires, cables, conduits and pipes (all of which must be installed underground)

running between and to all Tenant's electrical and telephone utility sources located within the utility easement areas previously described in Exhibit "D" to this Lease for the use and benefit of the Property described in Exhibit "C" to the Lease (the "Utility Easement"); together with a non-exclusive right of access, ingress and egress to the Utility Easement Area from the public right-of-way immediately adjacent to the Utility Easement Area, during the times authorized for maintenance as provided in Section 10 of the Lease, for the purpose of installation, operation and maintenance of Tenant's communications equipment in the Utility Easement Area, which shall supplement the area authorized for access, ingress and egress as provided in Exhibit "D" attached to the Lease.

5. Notice. Section 28 of the Lease is hereby amended to reflect that notices to Tenant shall be sent to the following address:

Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

6. Renewal Fee. Tenant shall pay Landlord a one-time renewal fee of Five Thousand and No/100 Dollars (\$5,000), plus any applicable sales tax, within forty-five (45) days of the Effective Date first above written.

7. Provisions Deleted. The parties agree that Sections 5(F) and 5(G) of the Lease are hereby deleted and of no further force of effect.

8. Termination. Section 19(A)(viii) is hereby amended to provide, notwithstanding any other terms of the Lease to the contrary, that the Lease may be terminated by the Landlord if Tenant fails in the payment of the Rent or any other sums to Landlord and does not cure such default within fifteen (15) days after written notice from the Landlord to Tenant.

9. Assignment. Section 29 of the Lease is hereby amended and restated in its entirety as follows: The Lease may be sold, assigned or transferred by the Tenant without any approval or consent of Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Park is located by reason of a merger, acquisition or other business reorganization. As to other parties, the Lease may not be sold, assigned or transferred without the written consent of Landlord, which such consent will not be unreasonably withheld or delayed.

10. Miscellaneous. Except as amended by the terms of this First Amendment, all of the terms, covenants and conditions of the Lease, and the rights and obligations of the Landlord and Tenant thereunder shall remain in full force and effect and hereby are ratified and affirmed. Any sections of the Lease containing language inconsistent with this First Amendment shall be deemed amended to reflect the intent of the parties as expressed herein, and this First Amendment shall control in the event of any conflict or contradiction with the Lease. The parties each affirm that no breach or default by either party has occurred, and no event has

occurred which after the giving of notice or the passage of time, or both, would constitute such a breach or default, under the Lease and that each currently has no claims or offsets thereunder. Each party hereto represents and warrants that such party has the power and authority to enter into this First Amendment and that the individual executing this First Amendment on behalf of each party is duly authorized to execute and deliver this First Amendment on behalf of such party.

[End of text; signature page follows.]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed pursuant to due authority as of the day and year first written above.

LANDLORD:

City of Orlando, a Florida municipal corporation

Witness 1: _____

Print name: _____

Witness 2: _____

Print name: _____

By: _____

Name: _____

Title: _____

Date: _____



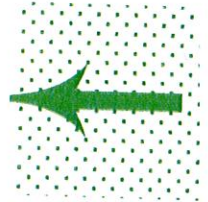
ATTEST:

By: _____

Name: _____

Title: _____

Date: _____



TENANT:

Verizon Wireless Personal Communications
LP d/b/a Verizon Wireless

Witness 1: [Signature]

Print name: F. K. IS

Witness 2: [Signature]

Print name: W. M. W. L. T. E. M.

By: [Signature]

Name: Aparna Khurjekar

Title: Vice President - Field Network

Date: 2/22/14

EXHIBIT "D-1"

UTILITY EASEMENT AREA

(Attached)

FND. 3"x3" C.M. / DISK
"RLS 2810"

10.98'

51.99'

15.08'

N00°08'20"E

5" TREE

20' ACCESS & UTILITY EASEMENT
PER DESCRIPTION

O.R.B. 5456, PG. 4424

S89°51'40"E

5.91'

WEST LINE OF LOT 1

N00°06'30"W

22.54'

N00°06'30"W

252.42'

N00°06'30"W

252.42'

PROPOSED VERIZON WIRELESS
UTILITY EASEMENT

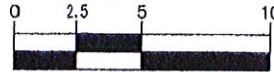
133.2 SQ. FT. ±

10'x10' LEASE PARCEL
PER DESCRIPTION
O.R.B. 5456, PG. 4424METAL BOX
ON CONC.

METAL BOX

POLE

GRAPHIC SCALE



(IN FEET) 1 Inch = 5 feet

LOT ONE

DOVER SHORES COMMUNITY CENTER - UNIT 2
PLAT BOOK 44, PAGE 20

DESCRIPTION

PROPOSED VERIZON WIRELESS UTILITY EASEMENT

A portion of Lot 1, DOVER SHORES COMMUNITY CENTER - UNIT 2, according to the plat thereof, as recorded in Plat Book 44, Page 50, of the Public Records of Orange County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 1 of said plat of DOVER SHORES COMMUNITY CENTER - UNIT 2, proceed North 00°06'30" West along the West line of said Lot 1 a distance of 252.42 feet to the POINT OF BEGINNING; thence continue North 00°06'30" West along said West line of Lot 1 a distance of 22.54 feet; thence departing said West line, South 89°51'40" East a distance of 5.91 feet; thence South 00°06'30" East a distance of 22.54 feet; thence North 89°51'40" West a distance of 5.91 feet to the POINT OF BEGINNING.

Containing 133.2 square feet, more or less.

Notes :

1. This is not a survey.
2. Lands shown hereon were not abstracted for rights-of-way or easements of record.
3. Improvements shown per field work by this firm on 5/8/15.

P.O.B.
VZW UTILITY
EASEMENT

N89°51'40"W

5.91'

CONC. PAD W/
TRANSFORMERP.O.C.
S.W. CORNER OF
LOT 1

CURRY FORD ROAD

ORL 205 - Dover Shores Park

1400 Gaston Foster Road, Orlando, FL

William B. Zentz & Associates, Inc.

SURVEYORS SIGNATURE & SEAL



Professional Surveying & Mapping

CERTIFICATE OF AUTHORIZATION (LB) No. 6840

684 Old Dixie Highway

Vero Beach, FL 32962

Phone: (772) 567-7552

Fax: (772) 567-1751



6/23/15

DATE

Sketch of Description

DRAWN BY	JOB No.	DATE	SHEET OF
W.B.Z.	114-302	6/22/15	1 1

Tenant may be referred to herein as "Verizon Wireless" or "VZW".