

AMENDMENT TO LICENSE AGREEMENT

This Amendment to License Agreement ("Amendment") is an amendment to the License Agreement between the GREATER ORLANDO AVIATION AUTHORITY AND THE CITY OF ORLANDO (LICENSORS), one the one hand and BELL SOUTH TELECOMMUNICATIONS, LLC (successor to BellSouth Telecommunications, Inc.) (LICENSEE), effective November 1, 1994, and filed in Orange County Florida at Bk 4853 Pg 3774 (the "License Agreement"), is by and between LICENSORS and LICENSEE, and is entered into as of the last dated signature to this Amendment or the Joinder of the City of Orlando, as the case may be.

WHEREAS, in connection with a real estate development project on lands that include and surround the license area under the License Agreement ("Licensed Premises"), LICENSEE has been asked to relocate certain of its facilities within the Licensed Premises ("Relocation"); and

WHEREAS, the parties wish to amend the License Agreement as set forth herein.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, LICENSORS AND LICENSEE agree as follows:

The Licensed Premises shall be amended in two phases, as provided below:

A. During the Relocation, the definition of Parcel 2 on page 2 of the License Agreement shall be deleted and the following shall be substituted in its place for so long as LICENSEE is performing the Relocation:

Parcel 2. All that tract of parcel of land as generally described in Exhibit A (Survey and Legal Description) attached hereto, and made a part hereof, recognizing that adjustments to the boundaries of Exhibit A may be agreed between the parties according to conditions encountered in the field during the Relocation, and as more particularly described as a portion of Parcel 2, consisting of such portion as is generally depicted on Exhibit B (Cable Routing Plan).

LICENSEE shall have no obligation to begin the Relocation unless and until it receives a third-party payment of certain estimated costs associated with the Relocation. LICENSEE shall use reasonable commercial efforts to complete the Relocation as generally depicted on Exhibit B within ninety (90) days of the date of the later of (a) the execution of this Amendment and (b) LICENSEE's receipt of a third party payment of certain estimated costs associated with the Relocation, provided that if LICENSEE notifies LICENSOR that LICENSEE is unable to complete the Relocation within such 90-day time period, the parties shall cooperate to agree on a target date or successive target dates for the completion of the Relocation, such agreement not to be unreasonable withheld.. LICENSEE's Relocation shall be in accordance with the License Agreement including without limitation Section 1 of the rights granted in the License Agreement.

B. Following the Relocation, the definition of Parcel 2 provided in Section 1 above shall no longer apply and the following definition shall be substituted in its place and shall constitute the definition of Parcel 2 in the License Agreement:

Parcel 2. Following the Relocation, the final boundaries of the Amended Licensed Premises hereunder as it relates to Parcel 2 shall be will be deemed to be the areas of Parcel 2 where LICENSEE's facilities are actually installed and 2 ½ feet on either side of such facilities as installed to be confirmed by survey and legal description.

The License Agreement remains in full force and effect, amended only as specifically set forth in this Amendment.

Notwithstanding the foregoing Amendment, LICENSEE may maintain its existing facilities within the unamended Licensed Premises until the Relocation is complete.

The provisions hereof shall inure to and be binding upon the legal representatives, successors and assigns of the parties hereto, respectively, in accordance with the License Agreement.

IN WITNESS WHEREOF, the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida has caused this Amendment to License Agreement to be signed in its name, by its duly authorized officer, and its seal to be hereunder affixed respectively, pursuant to due and lawful authority, all as of the day and year first written above.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the day and year provided below.

"LICENSOR"

ATTEST:

**GREATER ORLANDO AVIATION
AUTHORITY**

By: 

Dayci S. Burnette-Snyder,
Assistant Secretary



Phillip N. Brown, A.A.E.,
Executive Director

4-24-14

Date

(Corporate Seal)

APPROVED AS TO FORM AND LEGALITY
for use and the reliance of the
Greater Orlando Aviation Authority
only on this 22 day of April, 2014.
Marchena and Graham, P.A.,
Counsel

By: 

Marchena and Graham, P.A.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24 day of April
2014, by ~~Phillip N. Brown, A.A.E.~~, the Executive Director of the GREATER ORLANDO

Stanley Turntill designee for...

AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida, on behalf of said GREATER ORLANDO AVIATION AUTHORITY. He is personally known to me or has produced _____ as identification, and who did (did not) take an oath.

(Notarial Seal)



Gina M. Conte
Notary Public (Sign)
Print Name: Gina M. Conte
State of: Florida

My Commission Expires: 1/17/2016

"LICENSEE"

BELL SOUTH TELECOMMUNICATIONS, LLC

By: B. Macias, Jr.

B. MACIAS, JR
Print Name

Director
Print Title

4/11/14
Date

JOINDER

The **CITY OF ORLANDO** hereby joins in the Amendment to License Agreement executed by the **GREATER ORLANDO AVIATION AUTHORITY** on 4/24/, 2014, and effective as of the date shown below, between the **GREATER ORLANDO AVIATION AUTHORITY** and **BELL SOUTH TELECOMMUNICATIONS, LLC**, as record title holder to the Licensed Premises.

CITY OF ORLANDO

Attest:

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

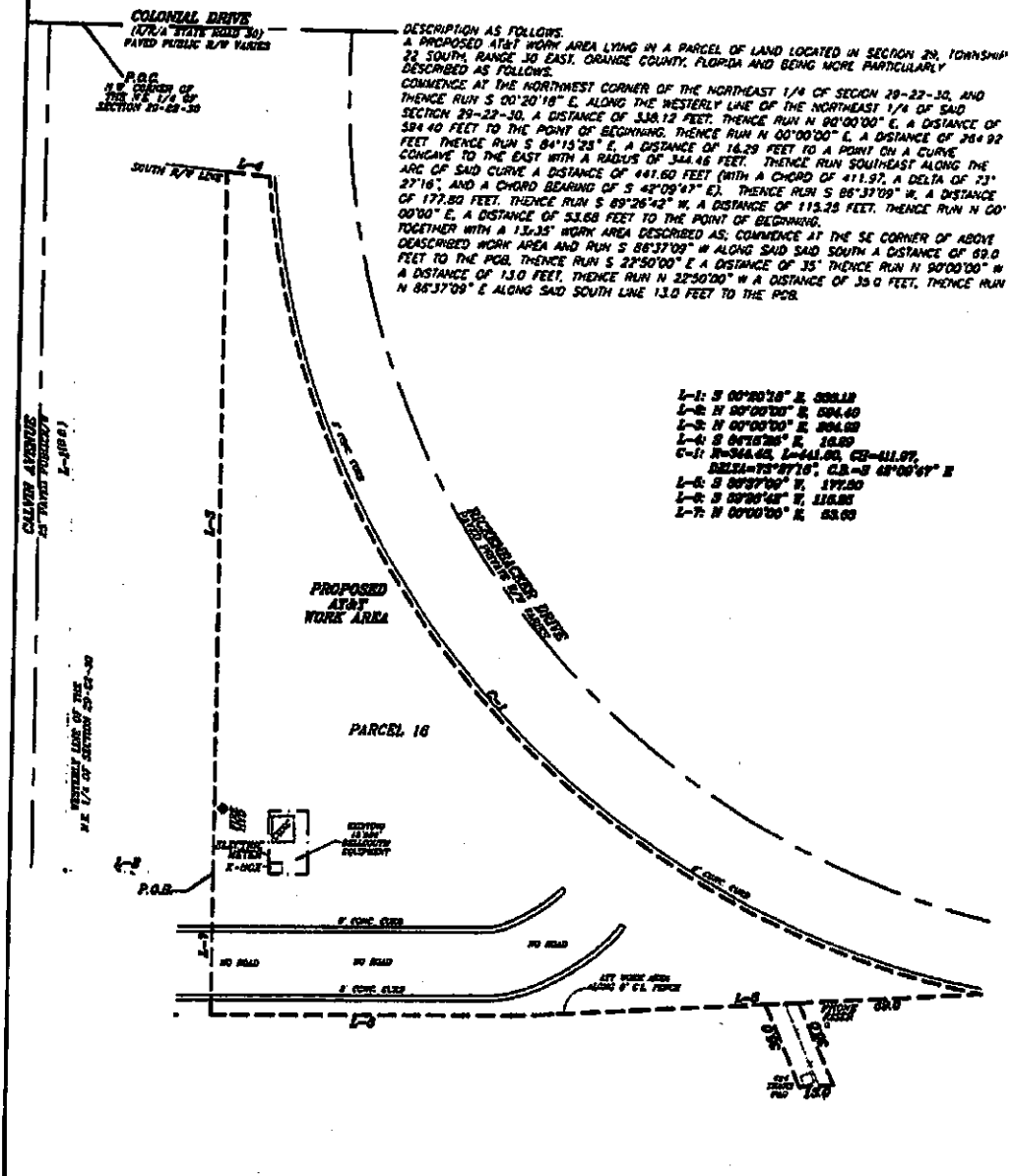
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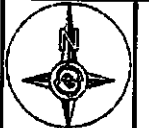
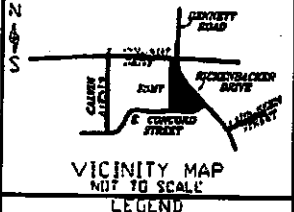
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SKETCH AND DESCRIPTION FOR: AT&T
 SITE LOCATION: RICKENBACKER DRIVE & CONCORD STREET
 PARCEL ID No: 29-22-30-0000-00-016
 LYING IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 30 EAST.

(ORIGINAL DWG. NO.)
 44149



WALKER LAND SURVEYING, INC.



BREVARD COUNTY OFFICE
 4178 S. U.S. 1
 ROCKLEDGE, FL 32955
 321-635-1053
 321-635-1404 (FAX)

- STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 32-19 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472-327, FLORIDA STATUTES
- UNLESS SIGNED AND CROSSED WITH SURVEYOR'S SEAL, THIS SURVEY IS NOT VALID
- THIS SURVEY WAS PREPARED FROM TITLE INFORMATION FURNISHED TO THE SURVEYOR. THERE MAY BE OTHER RESTRICTIONS OR EASEMENTS THAT AFFECT THIS PROPERTY
- NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN
- THIS SURVEY IS PREPARED FOR THE TITLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON BY ANY OTHER ENTITY.
- DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
- ELEVATIONS, IF SHOWN, ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, UNLESS OTHERWISE NOTED.
- BEARINGS BASED ON THE WESTERLY LINE OF THE N.E. 1/4 OF SECTION 29-22-30 SAID BEARING BEING S 00°20'18" E
- BEARINGS AND DISTANCES ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN
- MEASUREMENTS SHOWN ARE BASED ON THE STANDARD U.S. SURVEY FOOT
- ADDITIONS OR DELETIONS TO THIS SURVEY IS PROHIBITED WITHOUT CONSENT FROM SIGNING SURVEYOR

LEGEND

P1. POINT OF BEGINNING	P	WELL
P2. DESCRIPTION	D	WATER PIPE
P3. BASE BEARING SET AND	IP	IRON PIPE
P4. END CONDITION	IR	IRON ROD
P5. UNUSUAL	CM	CONCRETE MASTHEADS
P6. CURVE LENGTH	SC	18.18" IN W.I.P. 6710
P7. CHORD	ML	MEASURELESS
P8. CHORD BEARING	PL	POINT OF BEGINNING
P9. POINT ON LINE	PL	POINT OF BEGINNING
P10. ATypical	PL	POINT OF BEGINNING
P11. RIGHT-OF-WAY	PL	POINT OF BEGINNING
P12. ROAD	PL	POINT OF BEGINNING
P13. HIGH-RADIAL	PL	POINT OF BEGINNING
P14. CENTER POINT	PL	POINT OF BEGINNING
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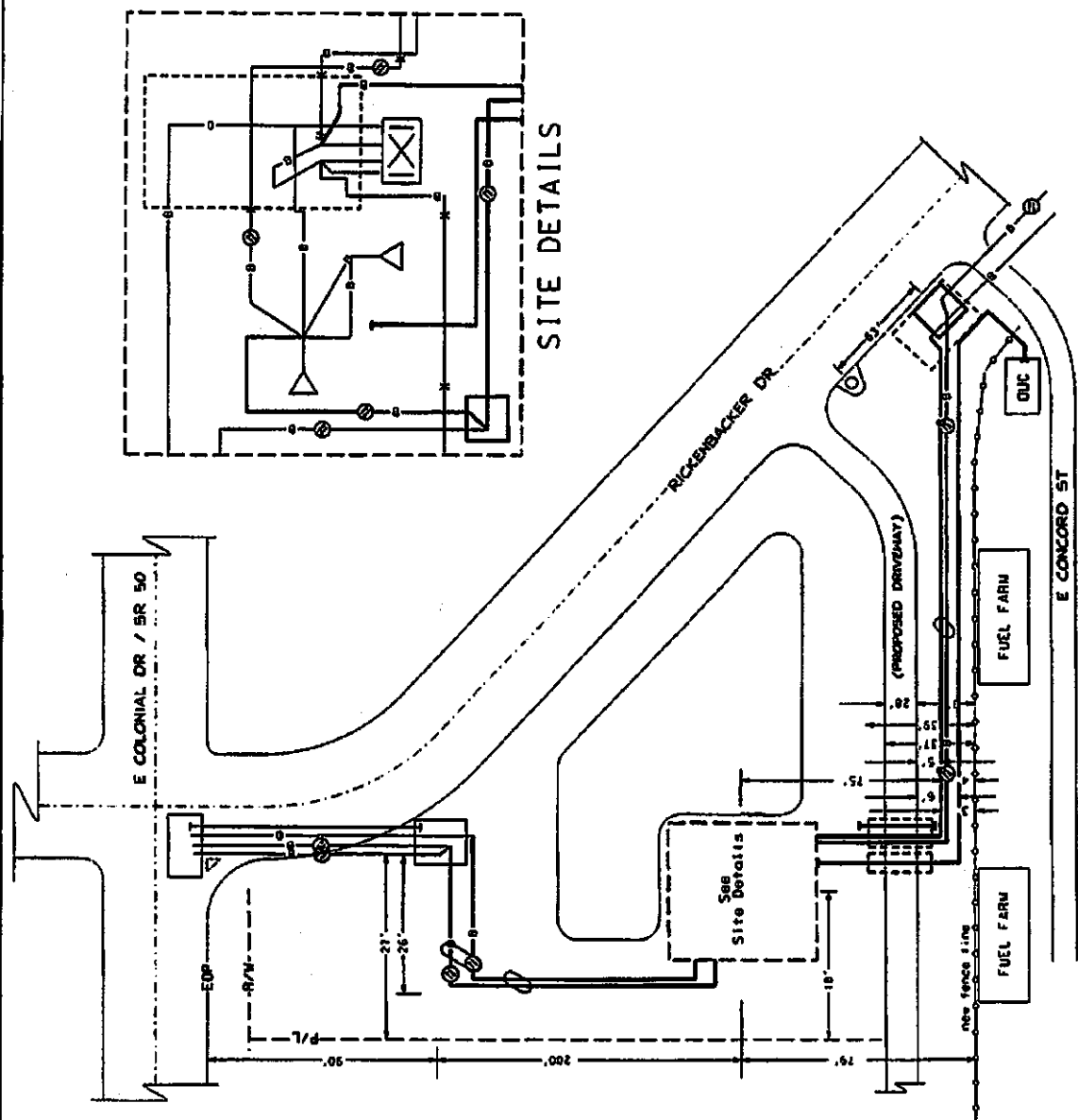
CERTIFIED BY: _____

JOHN V. WALKER, R.L.S. NO 5268

R.L.S. NO 5268

SCALE 1" = 50'

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DRAWN BY: F.A.B.		CHECKED BY:	



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ATTSE	PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF GOML	Rich Embrocker Dr	407894	Designer: Brescent Thordiel	Phone: 244-13-8880	Author: 498	0	0	1
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