

**THIRD AMENDMENT TO LICENSE AND RENTAL AGREEMENT**

This Third Amendment to License Agreement (“Third Amendment”), being made this \_\_\_\_\_ day of 30<sup>th</sup> Sept., 2015, between **MONTGOMERY COUNTY, MARYLAND**, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter designated as the “COUNTY”) and **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, (hereinafter designated as the “LICENSEE”)(COUNTY and LICENSEE, together, the “PARTIES”).

**WHEREAS**, the COUNTY and Washington D.C. SMSA Limited Partnership entered into a License Agreement dated March 29, 2000 (the “Agreement”) for property located at 26149 Ridge Road, Damascus, Maryland (the “Licensed Premises”), a First Amendment to License and Rental Agreement dated September 24, 2004 (“First Amendment”) and a Second Amendment to License and Rental Agreement dated March 11, 2010 (“Second Amendment”)(collectively the “License”); and

**WHEREAS**, LICENSEE is the successor in interest to Washington D.C. SMSA Limited Partnership; and

**WHEREAS**, the PARTIES desire to ratify and affirm the License and further amend the License to permit one (1) five (5) year extension term, to increase the annual fee during said extension term, to acknowledge and credit holdover License fees paid, and to review LICENSEE’s right to revise its antennas and cables.

**NOW THEREFORE**, in consideration of the premises and intending to be legally bound hereby, the PARTIES hereto agree to the following changes and modifications to the Agreement.

1. **TERM EXTENSION**: The term of this License extension shall be five (5) years to commence on February 14, 2015 and terminate on February 13, 2020.

2. **RENTAL ADJUSTMENTS**: It is agreed between the PARTIES that the monthly license fee for each License Year of the term extension payable by LICENSEE is as set forth in the following schedule:

<u>License Year &amp; Payment Start Date</u>	<u>Monthly Fee</u>
LY 1      February 14, 2015	\$2,963.57
LY 2      February 14, 2016	\$3,052.48

LY 3	February 14, 2017	\$3,144.05
LY 4	February 14, 2018	\$3,238.37
LY 5	February 14, 2019	\$3,335.53

3. LICENSEE and COUNTY hereby acknowledge that pursuant to the Second Amendment, in September 2013 LICENSEE exercised its right to install three (3) additional antenna and one (1) additional cable, and six (6) associated remote radio heads one (1) associated distribution box. As of the execution date of this Amendment, LICENSEE has installed a total of twelve (12) antennas and ten (10) cables.

4. In accordance with paragraph 4 of the Second Amendment, effective in October 2013, LICENSEE was obligated to pay an additional license fee of \$150 per month, with 3% annual increase, as compensation for certain additional antennas and cable. COUNTY hereby acknowledges that the additional license fee contemplated by the Second Amendment has been paid from October 2013 through the end of the five year term on February 13, 2015. The PARTIES further stipulate that the separate \$150 per month license fee with 3% annual increase terminated as of February 13, 2015. The monthly license fee for all permitted antennas and cables is now included in the one monthly license fee set forth in paragraph 2, above.

5. LICENSEE and COUNTY hereby acknowledge that as contemplated by the Second Amendment at paragraph 4, COUNTY grants to LICENSEE permission to install up to fifteen (15) panel antennas and up to eighteen (18) 1-5/8" cables, subject to structural engineering review and capacity of the tower, which structural report(s) must be reviewed and approved by COUNTY prior to any LICENSEE antenna or cable revisions. The additional antennas and/or cables would be installed by LICENSEE with no additional increase in License fee.

6. LICENSEE and COUNTY hereby restate, ratify and incorporate the License as if set forth herein in full, and further amend said License as set forth herein. COUNTY hereby agrees to accept and credit against the licensee fees due under this Amendment all LICENSEE holdover fees paid during the holdover period to the date of full execution of this Amendment.

7. Except as modified herein all other terms and conditions of the License will remain in full force and effect.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

**SIGNATURE PAGE TO FOLLOW**

Site Name: Damascus

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and affixed their respective seals the day and year above written.

**LICENSEE:**

CELLCO PARTNERSHIP d/b/a Verizon Wireless

By: *Travis Raymala*  
Witness

By: *[Signature]*  
David R. Heverling  
Area Vice President Network

Date: 9/15

**COUNTY:**

MONTGOMERY COUNTY, MARYLAND

By: *Julie White*  
Witness

By: *Ramona Bell Pearson*  
Ramona Bell Pearson  
Assistant Chief Administrative Officer

Date: 9/30/15

APPROVED AS TO FORM AND  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

By: *[Signature]*  
Associate County Attorney

Date: 9/25/15

RECOMMENDED BY:

By: *[Signature]*  
Cynthia Brenneman  
Director, Office of Real Estate

Date: 9/24/15