

**SECOND AMENDMENT
TO GROUND AND WATER TANK LEASE AGREEMENT**

THIS SECOND AMENDMENT TO GROUND AND WATER TANK LEASE AGREEMENT (the "Second Amendment") is made and entered into as of the _____ day of _____, 201__, by and between the **TOWN OF NAGS HEAD, NORTH CAROLINA** (hereinafter, "Owner"), and **CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS** (hereinafter, "Tenant").

RECITALS

WHEREAS, Owner and Tenant entered into that certain Ground and Water Tank Lease Agreement dated June 2, 2004, as amended by that certain First Amendment to Ground and Water Tank Lease Agreement dated July 14, 2010 (the "Lease"), by which Owner leased to Tenant certain space on the ground and on the then existing Water Tank at the Owner's property located at 5401 South Croatan Highway, Town of Nags Head, North Carolina (the "Property"); and

WHEREAS, Owner subsequently dismantled the Water Tank and constructed a communications tower (the "Communications Tower") on the Property, and Tenant removed its antennas from the Water Tank and installed its antennas and related equipment on the Communications Tower;

WHEREAS, Owner and Tenant desire to amend the Lease for the purpose of modifying Tenant's currently installed equipment on the Communications Tower;

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree to amend the Lease as follows:

1. Effective upon the date of full execution of this Second Amendment by both parties, Tenant shall be entitled to add three (3) Antel BXA-70063/8CF antennas and six (6) one and five-eighths (1-5/8") inch coaxial cable lines to its existing equipment configuration on the Communications Tower, for a final installed configuration of twelve (12) Antennas, three (3) TMAs and eighteen (18) coaxial cable lines.
2. Effective on December 1, 2011, the rent shall increase to a total amount of Two Thousand Nine Hundred and No/100ths Dollars (\$2,900.00) per month.
3. Capitalized terms that are used in this Second Amendment but not defined herein shall have the meaning given such terms in the Lease.
4. Owner and Tenant each hereby warrant to the other that the person executing this Second Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Second Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Second Amendment.

5. All remaining provisions of the Lease shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
6. The Lease and this Second Amendment contain all agreements, promises or understandings between Owner and Tenant, and no verbal or oral agreements, promises or understandings shall be binding upon either the Owner or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Lease and/or this Second Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Lease and/or this Second Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Lease and/or this Second Amendment.

(SIGNATURES TO APPEAR ON FOLLOWING PAGE)

Owner and Tenant have duly executed this Second Amendment as of the day and year first above written.

OWNER:

TOWN OF NAGS HEAD, NORTH CAROLINA

By: _____

Print Name: _____

Its: _____

Date: _____

TENANT:

**CELLCO PARTNERSHIP d/b/a
Verizon Wireless**

By: _____

Name: David R. Heverling

Title: Area Vice President Network

Date: _____