

SIXTH AMENDMENT TO GROUND AND WATER TANK AGREEMENT

This Sixth Amendment to Ground and Water Tank Agreement (“**Amendment**”) is made this ___ day of _____, 20___, by and between **TOWN OF NAGS HEAD, NORTH CAROLINA** (“**Owner**”) and **CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS** (“**Tenant**”). Owner and Tenant are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”.

WHEREAS, Owner and Tenant entered into a 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, as amended by that certain Second Amendment to Ground and Water Tank Lease Agreement dated March 8, 2012, as amended by that certain Third Amendment to Ground and Water Tank Agreement dated April 24, 2014, as amended by that certain Fourth Amendment to Ground and Water Tank Agreement dated January 29, 2015, and as amended by that certain Fifth Amendment to Ground and Water Tank Agreement dated July 23, 2015 (collectively, the “**Agreement**”) whereby Tenant leases from Owner certain space at 5401 South Croatan Highway, Town of Nags Head, North Carolina, as further described in the Agreement;

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

WHEREAS, the Parties desire to amend the Agreement in order to document certain modifications to Tenant’s equipment and to otherwise modify the Agreement as hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. The above recitals are incorporated herein by reference. Except as expressly set forth in this Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
2. Exhibit D-5 to the Agreement is hereby replaced and superseded by **Exhibit D-6**, attached hereto and incorporated herein. In the event of any discrepancy between Exhibit D-5 and Exhibit D-6, **Exhibit D-6** shall control.
3. Commencing on the earlier of: 1) The first day of the month following the date of Owner's issuance of the Notice to Proceed ("NTP") to Tenant; or 2) January 1, 2018, monthly rent shall increase by **\$200.00**. The Parties acknowledge that the initial increased rental payment(s) may be delayed for up to ninety (90) days following the date this Amendment is fully executed. Rent shall continue to escalate as set forth in the Agreement.

4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. The Parties hereby ratify the Agreement, as amended by this Amendment.

5. The Agreement and this Amendment contain all agreements, promises or understandings between the Parties. No oral agreements, promises or understandings shall be binding upon either Party in any dispute, controversy or proceeding at law. Any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and/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 and/or this Amendment. Each of the Parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such Party has the full right, power and authority to enter into and execute this Amendment on such 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 Amendment.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

OWNER:

**TOWN OF NAGS HEAD,
NORTH CAROLINA**

Witness

By: _____
Name: Robert C. Edwards
Title: Mayor
Date: _____

TENANT:

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

Witness

By: _____
Name: Thomas O'Malley
Title: Director-Network Field Engineering
Date: _____

**EXHIBIT D-6
DESCRIPTION OF TOWER EQUIPMENT**

Tenant's Tower Equipment:

Antennas:	Twelve (12) total Three (3) Commscope NHH-65C-R2B Six (6) JMA X7C-FRO-860-VR0 Three (3) Andrew HBXX-6517DS-A2M
Lines:	Fourteen (14) total Twelve (12) 1-5/8" transmission lines of coaxial cable Two (2) Hybriflex lines
Distribution Boxes:	Two (2) Raycap RHSDC-3315-PF-48
Remote Radio Heads:	Twelve (12) total Three (3) ALU B13 RRH4x30-4R Three (3) ALU AWS3 (B66) 4x45 RRH Three (3) B25 RRH4x30-4R Three (3) B5RRH4x40-850LTE
Diplexers:	Six (6) total