

SEVENTH AMENDMENT TO LICENSE AGREEMENT

This Seventh Amendment to License Agreement (“Seventh Amendment”), being made this 21 day of August, 2018, between **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter designated as the “COUNTY”) and **CELLCO PARTNERSHIP d/b/a Verizon Wireless**, a Delaware general partnership with principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (hereinafter designated as the “LICENSEE”). (LICENSEE and COUNTY, together, the “PARTIES”).

WHEREAS, the COUNTY and Washington D.C. SMSA Limited Partnership entered into a License Agreement dated February 19, 1997 for property located at 12100 Darnestown Road, Gaithersburg, Maryland (the “Agreement”), an Amendment to License Agreement dated February 25, 2002 (the “First Amendment”), a Second Amendment to License Agreement dated August 26, 2003 (the “Second Amendment”), a Third Amendment to License Agreement dated November 21, 2006 (the “Third Amendment”), a Fourth Amendment to License Agreement dated September 17, 2009 (the “Fourth Amendment”), a Fifth Amendment to License Agreement dated October 6, 2011, and a Sixth Amendment to License Agreement dated July 30, 2014 (the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment hereafter referred to as the “License”); and

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

WHEREAS, the PARTIES desire to extend the term of the License, and to adjust the rental terms, pursuant to the terms of this Seventh Amendment.

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 License.

1. **RATIFICATION**: The Parties hereby restate, ratify and incorporate the License, as amended, as if set forth herein in full.

2. **TERM EXTENSION**: The term of this License extension shall be two (2) years to commence on March 1, 2017, and expire on February 28, 2019.

3. **LICENSE FEE ADJUSTMENTS**: It is agreed between the PARTIES that the annual fee payable by LICENSEE to the COUNTY is as set forth in the following schedule:

		ANNUAL FEE	MONTHLY FEE
LY 1	March 1, 2017	\$48,000.00	\$4,000.00
LY 2	March 1, 2018	\$51,596.00	\$4,333.00

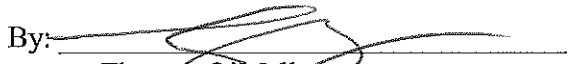
4. The PARTIES hereby agree to amend the License by deleting Exhibit B (Revised 2013) to the Sixth Amendment, and replacing said Exhibit with Exhibit B (Revised 2017) attached hereto and incorporated by reference.

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

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


Witness


By: 
Thomas O'Malley
Director – Network Field Engineering
Date: 6/26/18

COUNTY:
MONTGOMERY COUNTY, MARYLAND


Witness LISA Austin

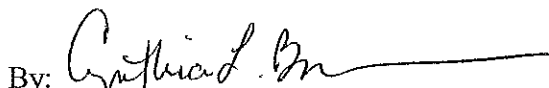
By: 
~~Ramona Bell-Pearson~~ Fariba Kassiri
Assistant Chief Administration Officer
Date: 8/21/18

APPROVED AS TO FORM AND
LEGALITY: OFFICE OF THE
COUNTY ATTORNEY

By: 
Name:
Assistant/Associate County Attorney

Date: 8/20/18

RECOMMENDED BY:

By: 
Cynthia L. Brenneman, Director
Director, Office of Real Estate

Date: 8/16/18

EXHIBIT B (Revised 2017)

LICENSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

Number of Antennas:	Nine (9) panel antennas Two (2) GPS antenna
Weight and Height of Antennas:	Three (3) at 28lbs., 48.4" tall Four (4) at 79.6 lbs., 95.9" tall Two (2) at 74 lbs., 96" tall
Remote Radio Heads	Three (3) 55.6 lbs., 20.9" tall Three (3) 56.8 lbs., 25.8" tall Three (3) 53 lbs., 21.2" tall (shared mounts with antennas)
Number, diameter and length of transmission lines:	(all approximately 200' long) Eleven (11) 1-5/8" coaxial cables Two (2) 7/8" cable for GPS Two (2) 1-5/8" hybrid cable
Diplexers:	Six (6)
Distribution Box:	Two (2) 26 lbs.
Height of antennas on monopole:	103'
Tower Leg:	N/A
Direction of Radiation:	Sectored, 4° - 124° - 244°

EQUIPMENT BUILDING INFORMATION

Equipment Building:	12' x 30' Modular Building
---------------------	----------------------------