

## EIGHTH AMENDMENT TO LICENSE AGREEMENT

This Eighth Amendment to License Agreement ("Eighth Amendment"), being made this 12 day of May, 2020, 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 (the "Fifth Amendment"), a Sixth Amendment to License Agreement dated July 30, 2014 (the "Sixth Amendment"), and a Seventh Amendment to License Agreement dated August 21, 2018 (the "Seventh Amendment") (the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh 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 Eighth 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 five (5) years to commence on March 1, 2019, and expire on February 29, 2024. Provided that LICENSEE is not in default at the end of the five (5) year extension term, this License shall automatically be extended for one (1) additional five (5) year term to commence on March 1, 2024, and expire on February 28, 2029, unless LICENSEE terminates the License at the end of the initial five (5) year extension term by giving COUNTY written notice of the intent to terminate at least three (3) months prior to the end of the five (5) year term.

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:

**Initial Five (5) Year Extension Term:**

		<b>ANNUAL FEE</b>	<b>MONTHLY FEE</b>
LY 1	March 1, 2019	\$42,000.00	\$3,500.00
LY 2	March 1, 2020	\$43,260.00	\$3,605.00
LY 3	March 1, 2021	\$44,557.80	\$3,713.15
LY 4	March 1, 2022	\$45,894.53	\$3,824.54
LY 5	March 1, 2023	\$47,271.37	\$3,939.28

**Additional Five (5) Year Extension Term:**

		<b>ANNUAL FEE</b>	<b>MONTHLY FEE</b>
LY 1	March 1, 2024	\$48,689.51	\$4,057.46
LY 2	March 1, 2025	\$50,150.20	\$4,179.18
LY 3	March 1, 2026	\$51,654.70	\$4,304.56
LY 4	March 1, 2027	\$53,204.34	\$4,433.70
LY 5	March 1, 2028	\$54,800.47	\$4,566.71

4. The PARTIES hereby agree to amend the License by deleting Exhibit B (Revised 2017) to the Seventh Amendment, and replacing said Exhibit with Exhibit B (Revised 2020) attached hereto and incorporated herein by reference.

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

[signatures follow on page 3]

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

Charika Huyler  
Charika Huyler (Apr 20, 2020)

Witness

Thomas J. O'Malley  
By: Thomas J. O'Malley (Apr 20, 2020)

Director - Network Field Engineering

Date: 04/20/2020

COUNTY:  
MONTGOMERY COUNTY, MARYLAND

Robin Ann

Witness

By: Fariba Kassiri

Fariba Kassiri  
Assistant Chief Administration Officer

Date: 5/12/20

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

RECOMMENDED BY:

By: \_\_\_\_\_  
Name:  
Assistant/Associate County Attorney

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**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: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY:**  
**MONTGOMERY COUNTY, MARYLAND**

  
\_\_\_\_\_  
Witness

By:   
Fariba Kassiri  
Assistant Chief Administration Officer

Date: 5/12/20

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

**RECOMMENDED BY:**

By: Neal Anker 4/28/20  
Name:  
Assistant/Associate County Attorney

By: Cynthia Brenneman 5/6/2020  
Cynthia L. Brenneman, Director  
Director, Office of Real Estate

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B (Revised 2020)**

**LICENSEE is authorized to install and maintain the following equipment:**

**ANTENNA INFORMATION**

<b>Number of Antennas:</b>	<b>Nine (9) panel antennas Two (2) GPS antenna</b>
<b>Weight and Height of Antennas:</b>	<b>Three (3) at 15 lbs., 72.4" tall Three (3) at 17 lbs., 71" tall Four (4) at 79.6 lbs., 95.9" tall Two (2) at 74 lbs., 96" tall</b>
<b>Remote Radio Heads</b>	<b>Three (3) 79.37 lbs., 22.04" tall Three (3) 79 lbs., 22" tall (shared mounts with antennas)</b>
<b>Number, diameter and length of transmission lines:</b>	<b>(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</b>
<b>Diplexers:</b>	<b>Six (6)</b>
<b>Distribution Box:</b>	<b>Two (2) 26 lbs.</b>
<b>Height of antennas on monopole:</b>	<b>103'</b>
<b>Tower Leg:</b>	<b>N/A</b>
<b>Direction of Radiation:</b>	<b>Sectored, 4° - 124° - 244°</b>

**EQUIPMENT BUILDING INFORMATION**

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