

## SEVENTH AMENDMENT TO GROUND AND WATER TANK AGREEMENT

This Seventh Amendment to Ground and Water Tank Agreement (“**Seventh 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, as amended by that certain Fifth Amendment to Ground and Water Tank Agreement dated July 23, 2015, and as amended by that certain Sixth Amendment to Ground and Water Tank Agreement dated October 16, 2017, (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 amend Tenant’s equipment on the premises.

**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 Seventh Amendment as follows:

1. The above recitals are incorporated herein by reference. Except as expressly set forth in this Seventh Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
2. Exhibit D-6 to the Agreement is hereby deleted in its entirety and replaced with **Exhibit D-7**, attached hereto and incorporated herein. In the event of any discrepancy between Exhibit D-6 and Exhibit D-7, **Exhibit D-7** shall control.
3. 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 Seventh Amendment.
5. The Agreement and this Seventh 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 Seventh 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 Seventh 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 Seventh Amendment. Each of the Parties hereto warrants to the other that the

person or persons executing this Seventh Amendment on behalf of such Party has the full right, power and authority to enter into and execute this Seventh 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 Seventh Amendment.

[REMAINDER OF PAGE LEFT BLANK]

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

OWNER:

**TOWN OF NAGS HEAD,  
NORTH CAROLINA**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: Benjamin Cahoon  
Title: Mayor  
Date: \_\_\_\_\_

TENANT:

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

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT D-7**  
**DESCRIPTION OF TOWER EQUIPMENT**

Tenant's Tower Equipment:

Antennas:	Nine (9) total Six (6) Commscope NHH-65C-R2B Three (3) MT6413-77A
Lines:	Two (2) total Two (2) Hybriflex lines
Distribution Boxes:	Two (2) RVZDC6627-PF-48
Remote Radio Heads:	Six (6) total Three (3) B2/B66A RRH ORAN (RF4439d-25A) Three (3) RF4461d-13A