AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (the "Amendment") is made and entered into this 17th day of September, 2009 by and between the City of Delray Beach, a Florida municipal corporation ("Owner"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership ("Lessee").

RECITALS:

WHEREAS, Owner and PrimeCo Personal Communications Limited Partnership (now known as Lessee) executed a Lease Agreement dated November 2, 2000 (the "Agreement"), whereby Owner leased to Lessee tower antenna space and ground space (collectively, the "Leased Property") on Owner's property located at 300 W. Atlantic Ave., Delray Beach, Florida;

WHEREAS, the parties hereto desire and intend to amend certain terms of the Agreement as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms not defined in this Amendment shall have the same meaning as such terms have in the Agreement.

2. The Agreement is hereby amended as follows:

   A. Owner shall use Owner's generator which is located on Owner's property from time to time (the "Generator") to provide back-up electrical power, to the extent the Generator has the excess capacity to do so, to the Lessee in the event of a loss of electrical power to Lessee's communications equipment on the Leased Property. Lessee understands that Owner is not guaranteeing to provide back-up electrical power, but only that Owner will attempt to provide such power to Lessee's communications equipment in the event of a loss of electrical power. During the term hereof, Lessee agrees to pay to Owner, on an annual basis, the sum of Two Hundred Fifty and No/100 Dollars ($250.00) (the "Annual Fee"). Lessee shall remit the Annual Fee to Owner within thirty (30) days of the Effective Date of this Amendment and shall thereafter pay the Annual Fee to Owner on each and every anniversary date of the Effective Date during the term of this Amendment. For purposes hereof, the Effective Date shall be the first day of the month following the day on which the last of the parties hereto have executed this Amendment.

   B. If, during an event of a loss of electrical power to Lessee's communications equipment, back-up electrical power is not available from the Generator, Lessee shall have the right to deliver and operate a temporary generator to service the Leased Property, together with the right to install and maintain such wires and conduits as are necessary to connect the temporary generator to the Leased Property. Lessee shall be responsible for obtaining all governmental permits and approvals necessary for the operation of said temporary generator.

C. Lessee's address for notices under the Agreement shall be as follows:

Lessee: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

3. The parties hereby ratify and reaffirm their rights and obligations under the Agreement as modified by this Amendment. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control.

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[Signatures to Appear on Following Page]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date written below.

OWNER:

City of Delray Beach

By: _____

Name: Nelson S. Matthews

Title: Mayor

Date: 9/15/09

Approved as to form and correctness:

R. Brian Shutt

Print Name: _____

City Attorney

LESSEE:

Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless

By: _____

Name: Hans F. Leutenegger

Title: Area Vice President Network

Date: 8/6/09

WITNESSES AS TO OWNER:

_____

Print Name: _____

_____

Print Name: _____

WITNESSES AS TO LESSEE:

_____

Print Name: Jean M. Musa

_____

Print Name: Lynne Carlisle

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