Lessee's Site ID: Delray Beach Police Station
Lessee's Site Number: 131718

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("**Third Amendment**"), dated this 7th day of February, 2023, is made by and between the CITY OF DELRAY BEACH, a Florida municipal corporation, with its principal offices located at 100 NW 1st Avenue, Delray Beach, Florida; ("**Owner**"), and CELLCO PARTNERSHIP d/b/a Verizon Wireless, with an address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Lessee**").

WHEREAS, Owner and Primeco Personal Communications, Limited Partnership, a Delaware limited partnership d/b/a Verizon Wireless ("**Primeco**"), executed a Lease Agreement dated November 2, 2000 (the "**Original Lease**"), whereby Owner leased to Primeco tower antenna space and ground space (collectively, the "**Leased Property**") on Owner's property located at 300 W. Atlantic Avenue, Delray Beach, Florida; and

WHEREAS, in 2001, Primeco changed its name to Verizon Wireless Personal Communications, LP; and

WHEREAS, Owner and Verizon Wireless Personal Communications, LP, executed an Amendment to the Original Lease dated September 17, 2009 (the "**First Amendment**"), allowing Verizon Wireless Personal Communications, LP, in an emergency, to utilize Owner's generator or to have a generator deliver to the Leased Property for use by Lessee; and

WHEREAS, in 2018, Lessee, Cellco Partnership d/b/a Verizon Wireless, became the successor by operation of law to Verizon Wireless Personal Communications, LP, and owner of all assets and obligations of Verizon Wireless Personal Communications, LP, under the Agreement; and

WHEREAS, Owner and Lessee executed a Second Amendment to Lease Agreement dated May 3, 2022 (the "**Second Amendment**" and together with the Original Lease and First Amendment, collectively referred to as the "**Lease**"), modifying the permitted equipment Lessee could install on the Leased Property; and

WHEREAS, Owner and Lessee desire to amend the Agreement to modify the permitted equipment to be installed on the Leased Property 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 Third Amendment shall have the same meaning as such terms have in the Agreement.

2. Paragraph 23(P) of the Agreement is amended as follows:

P. Number of Antennas. If the Leased Property includes tower space, Lessee shall have the right to install twelve (12) antennas, eight (8) RRUs, two (2) diplexers, three (3) OVPs, three (3) hybrid cables, and eighteen (18) coaxial cable lines in such tower space. Throughout the Lease term, as may be extended, Owner shall reserve load capacity on the tower on which such tower space is located to

accommodate Lessee's twelve (12) antenna and twelve (12) cable runs if Lessee, at any time or from time to time, installs less than twelve (12) antennas and twelve (12) cable lines.

3. Owner and Lessee agree and acknowledge that Exhibit D-1, of the Lease is hereby deleted in its entirety as of the date this Third Amendment is fully executed and shall be replaced with Exhibit D-2, attached hereto and incorporated herein by this reference. All references to Exhibit D in the Original Lease shall hereafter refer to Exhibit D-2, attached hereto.

4. All remaining provisions of the Lease shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto. In the event of any inconsistencies between the Original Lease, First Amendment, Second Amendment, and this Amendment, the terms of this Amendment shall control.

5. The Lease and this Amendment contain all agreements, promises or understandings between the Owner and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Owner or Lessee in any dispute, controversy, or proceeding at law, and any addition, variation or modification to the Agreement and this Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement or 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 or Amendment.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed effective the last date signed below.

WITNESSES:

Print Name: Anthony Burson

Print Name: Patrice Harris

LESSOR:

CITY OF DELRAY BEACH, a Florida municipal corporation

By: _____
Name: Shelly Petrolia
Title: Mayor
Date: 2/7/2023

ATTEST:

Katerri Johnson, City Clerk

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

LESSEE:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

By: _____
Name: Jhonathan Montenegro
Title: Sr. Real Estate Manager
Date: 1/10/22

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10 day of January, 2022 by Jhonathan Montenegro (name of person), as Sr. Mgr (type of authority) for Verizon Wireless (name of party on behalf of whom instrument was executed).

Personally known ✓ OR Produced Identification
Type of Identification Produced _____

Marthann Gintis
Notary Public – State of _____

MARTHANN GINTIS
Commission # HH 292251
Expires November 13, 2026

EXHIBIT D-2
EQUIPMENT

PROPOSED ANTENNA & CABLE SCHEDULE

SECTOR	POS	USE	MANUFACTURER (MODEL #)	RAD CENTER	CABLE SIZE	AZIMUTH (TN)	CABLE LENGTH	MECH DTILT	ELEC DTILT	EQUIPMENT MODEL #	OVP BOX (TOWER)
ALPHA	1	700 LTE 1900 LTE 1900 5G AWS - LTE CBRS 5G	CSS X7CQAP-665-V-4	112'-0"	(18) 1 5/8" COAX CABLES (**) (2) 6/12 HYBRID CABLE (**) **(3) 12/24 HYBRID CABLES**	120	144.0'	*	*	**(1) ERICSSON RRU (RRU4449)** **(1) ERICSSON RRU (RRU8843)**	(2) RAYCAP OVP'S (OVP-6) (**) **(3) RAYCAP OVP'S (OVP-12)**
	2							*	*		
	3		ERICSSON (AIR6449)					*	*		
	4		CSS X7CQAP-665-V-4					*	*		
BETA	1							*	*	**(2) ERICSSON RRU'S (RRU4449)**	
	2							*	*	**(2) ERICSSON RRU'S (RRU8843)**	
	3		ERICSSON (AIR6449)					*	*	**(2) COMMSCOPE QUAD DIPLEXERS (CDX1923Q-DS-43)**	
	4		**COMMSCOPE (2NN2HH-33B-R4)**					*	*		
GAMMA	1		CSS X7CQAP-665-V-4					*	*	**(1) ERICSSON RRU (RRU4449)**	
	2							*	*		
	3		ERICSSON (AIR6449)			240		*	*	**(1) ERICSSON RRU (RRU8843)**	
	4		CSS X7CQAP-665-V-4					*	*		

PROPOSED EQUIPMENT IN BOLD
* REFER TO RFDS
** (2) OVP-6, (2) 6/12 HYBRID & (18) 1-5/8" COAX CABLES TO BE REMOVED

NOTES

1. VERIZON WIRELESS CURRENTLY HAS (18) 1-5/8" COAX AND (2) 6/12 HYBRID CABLES INSTALLED.
2. LENGTH FOR PROPOSED HYBRID FIBER CABLE IS FROM VERIZON WIRELESS OVP AT EQUIPMENT TO VERIZON WIRELESS RAD CENTER.
3. REQUEST CURRENT RFDS BEFORE INSTALLATION.
4. ALL VERIZON WIRELESS ANTENNA AND CABLE DATA BASED ON ASSUMED ANTENNA HEIGHT. CONTRACTOR SHALL VERIFY PROPOSED ANTENNA HEIGHT PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, ORDERING OF ANY ANTENNA OR CABLE MOUNTING HARDWARE.

CITY OF DELRAY BEACH
CITY ATTORNEY'S OFFICE
200 NW 1ST Avenue, Delray Beach, FL 33444
561-243-7090

LEGAL REVIEW FORM

This form is to be used solely for the legal review of documents not including procurement agreements. Procurement Agreements are reviewed under a separate cover. This form shall only be completed by a member of the City Attorney's Office.

Date of Review: 12/27/2022

Document Name: Third Amendment to Lease Agreement

Document Type: Third Amendment to Lease Agreement with CELLCO d/b/a Verizon modifying the equipment Version is permitted to install on the Cell Tower located at the Police Station.

Submitted by: Jeff Oris

■ **This document is approved as to form and legal sufficiency.**

☐ **This document is approved as to form and legal sufficiency; however, the undersigned made the following change(s)**:

☐ **This document is <u>not</u> approved as to form and legal sufficiency for the following reason(s):**

_____.

Notes:

s/William M. Bennett, Esq.
Assistant City Attorney

Copy to:
___ City Attorney's Office (with a copy of the approved document)
_X_ Other: Jeff Oris