LEASE

CONTRACT 4745

SITE NAME Delray Police Tower

STATE FL

DATE MAR 25

LEASE AGREEMENT

SITE: 68610 – Delray Beach Police Tower

THIS LEASE AGREEMENT ("Lease"), is made as of this 2nd day of Nov, 2000, by and between CITY OF DELRAY BEACH, ("Owner"), and PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP, dba VERIZON WIRELESS, a Delaware limited partnership ("Verizon Wireless").

In consideration of the premises and of the mutual obligations and agreements in this Lease, the parties agree as follows:

1. **OWNER'S PROPERTY.** Owner represents and warrants that Owner is the title holder of that certain real property and the improvements thereon commonly known as Delray Police Tower, City of Delray Beach, County of Palm Beach, State of Florida ("Owner's Property") described on the attached Exhibit "A". The parties agree that the legal description of Owner's Property may be attached by Verizon Wireless as part of Exhibit "A" after execution of this Lease. The approval of this Lease Agreement is contingent upon the Owner's receipt and approval of Exhibit "A".

2. **LEASE OF PORTION OF OWNER'S PROPERTY; EASEMENTS ACROSS OWNER'S PROPERTY.** Owner hereby leases and demises to Verizon Wireless a portion of Owner's Property as follows:

Existing Structure

☐ Building exterior space for attachment of antennas

☐ Building exterior space for equipment of approximately square feet

☐ Building interior space for placement of equipment of approximately square feet

X Tower antenna space from 125 feet above ground level to 145 feet above ground level

☐ Space required for cable runs to connect equipment and antennas

Raw Land

X Real property comprised of approximately 375 square feet of land

in the locations shown on Exhibit "B", and Owner grants and conveys to Verizon Wireless nonexclusive easements across the Owner's Property including, without limitation, the improvements thereon for (i) access thereto and parking thereon seven (7) days a week, twenty-four (24) hours a day and (ii) installation, location, operation and maintenance of cable runs and utilities including, without limitation, telephone and electric utilities (the portion of Owner's Property leased to Verizon Wireless and the access, cable run and utility easements being collectively referred to herein as the "Leased Property"), upon prior notice to owner. Owner and Verizon Wireless agree that the Leased Property including, without limitation, the access, cable run and utility easements, may be surveyed by a licensed surveyor and/or shown on construction drawings prepared by a licensed engineer, at Verizon Wireless's expense. Such survey and/or construction drawings shall then replace Exhibit "B" and become a part hereof and shall control the description of the Leased Property if a discrepancy exists between the description contained in this Paragraph 2 and the survey and/or construction drawings. The parties agree that Exhibit "B" may be attached by Verizon Wireless after execution of this Lease. The approval of this Lease Agreement is contingent upon the Owner's receipt and approval of Exhibit "B". Owner and Verizon Wireless shall agree on the locations as may be amended from time to time.

3. **USE OF THE LEASED PROPERTY.** Verizon may use the Leased Property for the installation, removal, securing, repair, replacement, maintenance and operation of communications facilities which may include personal communications service, cellular, paging, radio, cable, and other communications facilities comprised of antenna arrays (as described and limited under Paragraph 23(p), dishes, cables, wires, equipment shelters, electronics equipment, generators, fencing, utility transformers and lines, cable runs, grounding systems, and accessories.

4. **TERM; AND EXTENSIONS.**

A. Initial Term. This Lease shall be for an initial term of five (5) years and zero (0) months beginning on the date Verizon Wireless commences construction on the Leased Property (the "Commencement Date").

B. Extensions. Verizon Wireless shall have the right to extend the term of this Lease on the same terms and conditions (other than the annual rent which shall escalate in accordance with the provisions of Paragraph 5 for four (4) additional, successive five (5) year extension periods after the initial term expires. This Lease shall automatically be extended for the next successive extension period at the end of the then-current term unless Verizon Wireless gives Owner written notice of Verizon Wireless's intention not to extend this Lease before the end of the then-current term.

5. **RENT.** Rent shall be paid monthly in advance beginning on the Twenty first (21st) anniversary of this Lease Agreement. The annual rent at the 21st year shall be Thirty One Thousand Five Hundred Dollars ($31,500.00) per year through the termination or expiration of the Agreement.

6. **APPROVALS; UTILITIES.** Verizon Wireless, at Verizon Wireless's expense, shall be responsible for (i) obtaining all licenses, certificates, permits and other approvals required by any federal, state or local governmental or quasi-governmental authority or landowner for Verizon Wireless's and its sublessees' and/or licensees' use of the Leased Property and/or operation of their respective communications facilities thereon (collectively, "Approvals") and (ii) installing new utilities or upgrading existing utilities on the Leased Property and across the Owner's Property and paying for all utilities consumed by Verizon Wireless and its sublessees and/or licensees at the Leased Property. Verizon Wireless and its sublessees and/or licensees shall either separately meter or sub-meter all utilities consumed by Verizon Wireless and its sublessees and/or licensees. Owner agrees to cooperate with Verizon Wireless and its sublessees and/or licensees in obtaining and/or maintaining, at no expense to Owner, such Approvals, utility services and easements required for Verizon Wireless's and its sublessees' and/or licensees' proposed use of the Leased Property and/or

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operation of their respective communications facilities therein, including, without limitation, the execution of all documents required for such Approvals, utility services and easements.

7. **TERMINATION.** Verizon Wireless shall have the right to terminate this Lease at any time without further liability hereunder if Verizon Wireless reasonably determines, ~~in Verizon Wireless's sole and absolute discretion,~~ that any one (1) or more of the following is occurring or has occurred:

A. Approvals and/or Easements Not Obtainable. All Approvals and/or easements for Verizon Wireless's intended use of, or operation or construction of its communications facilities on, the Leased Property cannot be obtained; or

B. Approvals and/or Easements Cancelled. Any Approval and/or easement for Verizon Wireless's intended use of, or operation or construction of its communications facilities on, the Leased Property is canceled, withdrawn, terminated or denied or expires or lapses; or

C. Re-allocation of Frequencies. The Federal Communications Commission changes or re-allocates the frequencies at which Verizon Wireless may operate its communications facilities which renders Verizon Wireless's operation of its communications facilities on the Leased Property obsolete; or

D. Operations Unprofitable. Verizon Wireless's operation of its communications facilities on the Leased Property become unprofitable to Verizon Wireless; or

E. Ownership; Authority. Owner does not have legal or sufficient ownership of the Leased Property or the authority to enter into this Lease; or

F. Hazardous Materials. The Owner's Property contains a Hazardous Material, as defined in Paragraph 13; or

G. Title. The status of the title to the Leased Property is unacceptable; or

H. Nondisturbance Agreement. Verizon Wireless is unable to obtain a nondisturbance agreement pursuant to Paragraph 23.H. within thirty (30) days of Verizon Wireless's initial request for any such nondisturbance agreement; or

I. Feasibility. Based on the results of any Feasibility Tests, whether conducted prior to or after the commencement of the term of this Lease, the Leased Property is not suitable for Verizon Wireless's intended use or the operation or construction of its communications facilities; or

J. Technological Reasons. Verizon Wireless no longer desires to operate its communications facilities on the Leased Property for technological reasons including, without limitation, changes in equipment and system design or usage patterns or obsolescence.

Verizon Wireless may terminate this Lease by giving Owner written notice thereof in accordance with the provisions of Paragraph 22. If Verizon Wireless elects to terminate this Lease pursuant to this Paragraph 7, this Lease shall terminate as of the date set forth in the notice of termination sent by Verizon Wireless to Owner.

8. **ASSIGNMENT; SUBLEASE; LICENSE.** This Agreement may not be sold, licensed, subleased, assigned or transferred at any time, except to Verizon Wireless's principal, affiliates or subsidiaries of its principal or to any company upon which Verizon Wireless is merged or consolidated.

9. **INDEMNIFICATION AND INSURANCE**

A. Indemnification by Verizon Wireless. Verizon Wireless hereby agrees to indemnify and hold Owner and Owner's partners, affiliates, agents and employees harmless from and against any and all liabilities, claims, demands, actions, losses, damages, orders, penalties, costs and/or expenses including, without limitation, reasonable attorneys fees and costs resulting from (i) personal injury or property damage arising out of the acts or omissions of Verizon Wireless, its agents and/or employees on the Leased Property, excepting however, such liabilities, claims, demands, actions, losses, damages, orders, penalties, costs and/or expenses as may be due to or caused solely by the acts or omissions of Owner, its employees or agents; and/or (ii) Verizon Wireless's breach of any covenants or provisions of this Lease to be observed or performed by Verizon Wireless and failure to cure such breach after the expiration of all applicable cure periods.

B. Verizon Wireless's Insurance. Verizon Wireless shall carry comprehensive general liability insurance with limits of liability thereunder of not less than $1 million combined single limit for bodily injury and/or property damage together with an endorsement for contractual liability. Such insurance shall name Owner as an additional insured with respect to the Leased Property, shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Owner of any cancellation of such policy. On or before the Commencement Date, Verizon Wireless shall deliver to Owner a certificate evidencing that such insurance is in effect, and, thereafter, Verizon Wireless shall deliver to Owner a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Owner's request for such certificate. Any insurance required to be provided by Verizon Wireless under this Paragraph 9.C. may be provided by a blanket insurance policy covering the Leased Property and other properties of Verizon Wireless, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. Verizon Wireless may also fulfill its requirements under this Paragraph 9.C. through a program of self-insurance upon approval by Owner, which approval shall not be unreasonably delayed or denied. If Verizon Wireless elects to self-insure, Verizon Wireless shall furnish Owner with a letter stating that a self-insurance program is in effect that provides for the same, or greater, coverage than required of Verizon Wireless herein.

10. **EVENT OF DEFAULT BY VERIZON WIRELESS.**

A. Event of Default. The occurrence of any one (1) or more of the following events shall constitute an "Event of Default" hereunder by Verizon Wireless:

(i) The failure by Verizon Wireless to make any payment of rent or any other payment required to be made by Verizon Wireless hereunder, as and when due, where such failure continues for a period of thirty (30) days after written notice thereof is given by Owner to Verizon Wireless.

(ii) The failure by Verizon Wireless to observe or perform any of the covenants or provisions of this Lease

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to be observed or performed by Verizon Wireless, other than as specified in Paragraph 10.A.(i), where such failure continues for a period of thirty (30) days after written notice thereof is given by Owner to Verizon Wireless; provided, however, that it shall not be an Event of Default by Verizon Wireless if Verizon Wireless commences to cure such failure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(iii) A voluntary or involuntary petition in bankruptcy is filed by or against Verizon Wireless, or Verizon Wireless becomes insolvent (meaning, unable to pay its debts as they become due), or Verizon Wireless makes a transfer or conveyance in constructive or actual fraud of creditors or makes a general arrangement or general assignment for the benefit of creditors.

B. Remedies Upon Event of Default. If an Event of Default by Verizon Wireless occurs, in addition to any other remedies available to Owner at law or in equity, Owner shall have (i) the right to terminate this Lease and all rights of Verizon Wireless hereunder by giving Verizon Wireless written notice thereof (ii) the right, but not the obligation, to cure such default and require Verizon Wireless to reimburse to owner within ten (10) days of Owner giving Verizon Wireless written notice thereof, the costs of curing such default plus interest thereon at ten percent (10%) per annum from the date such costs are incurred until the date of reimbursement or offset However, if an Event of Default by Verizon Wireless occurs, Owner shall not have the right, prior to the termination of this Lease by a court of competent jurisdiction, to re-enter the Leased Property and/or remove persons or property from the Leased Property.

11. EVENT OF DEFAULT BY OWNER.

A. Event of Default. The occurrence of any one (1) or more of the following events shall constitute an "Event of Default" hereunder by Owner:

(i) The failure by Owner to make any payment required to be made by Owner hereunder, as and when due, where such failure continues for a period of thirty (30) days after written notice thereof is given by Verizon Wireless to Owner.

(ii) The failure by Owner to eliminate or cause the elimination of any interference, other than by Owner's equipment, within the ten (10) day time period provided in Paragraph 18.B.

(iii) The failure by Owner to observe or perform any of the covenants or provisions of this Lease to be observed or performed by Owner, other than as specified in Paragraphs 11.A.(i) or 11.A.(ii), where such failure continues for a period of thirty (30) days after written notice thereof is given to Owner; provided, however, that it shall not be an Event of Default by Owner if Owner commences to cure such failure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(iv) If Owner defaults or an event of default occurs under any mortgage, deed of trust, any lease under which Owner holds title to any portion of Owner's Property, or any other similar encumbrance and such default or event of default affects Verizon Wireless's and/or its sublessees' and/or licensees' use of the Leased Property or the operation of Verizon Wireless's and/or its sublessees' and/or licensees' communications facilities on the Leased Property.

(v) A voluntary or involuntary petition in bankruptcy is filed by or against Owner, or Owner becomes insolvent (meaning, unable to pay his, her or its debts as they become due), or Owner makes a transfer or conveyance in constructive or actual fraud of creditors or makes a general arrangement or general assignment for the benefit of creditors.

B. Remedies Upon Default. If an Event of Default by Owner occurs, in addition to any other remedies available to Verizon Wireless at law or in equity, Verizon Wireless shall have (i) the right to terminate this Lease and all rights of Owner hereunder by giving Owner written notice thereof and/or (ii) the right, but not the obligation, to cure such default and offset against any rent or any other amounts payable by Verizon Wireless to Owner pursuant to this Lease, or require Owner to reimburse to Verizon Wireless within ten (10) days of Verizon Wireless giving Owner written notice thereof, the costs of curing such default plus interest thereon at ten percent (10%) per annum from the date such costs are incurred until the date of reimbursement or offset.

12. SALE OR TRANSFER BY OWNER. Should Owner, at any time during the term of this Lease, as may be extended, sell, lease, transfer or otherwise convey all or any portion of Owner's Property to any transferee other than Verizon Wireless, such sale, lease, transfer or other conveyance shall be subject to this Lease and all of Verizon Wireless's rights hereunder.

13. HAZARDOUS SUBSTANCES. Owner represents and warrants to the best of its knowledge and believe and without investigation, that (i) no portion of the Site constitutes protected wetland or any similar environmentally critical area, (ii) no Hazardous Substances are located in, upon or under the Site and (iii) except for the gasoline tanks presently on the property, no petroleum products are now or (to the best of Owner's knowledge) have in the past been stored (whether in tanks or otherwise) on or under the Site or on other lands owned by Owner and immediately next to the Site. Verizon Wireless hereby accepts the limited representation and warranty provided by Owner. For purpose of this provision, "Hazardous Substances" includes any substance identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. Owner and Verizon Wireless each represent and covenant to the other that neither will cause contamination of the Site by any Hazardous Substances brought in or upon the Site or on adjacent lands.

14. CONDEMNATION.

A. Entire Condemnation. In the event the whole of Owner's Property, including, without limitation, the Leased Property, shall be taken or condemned, either permanently or for a period of more than thirty (30) days, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, this Lease shall automatically terminate as of the day of the taking, condemnation or sale.

B. Partial Condemnation. In the event any portion of the Leased Property shall be taken or condemned, either permanently or for a period of more than thirty (30) days, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, Owner agrees that Verizon Wireless may use and/or construct upon an alternate portion of Owner's Property which is equally suitable for Verizon Wireless's purposes, provided such alternate portion is available. The location of the alternate portion of Owner's Property to which Verizon Wireless may relocate shall be determined by Owner and may be upon any portion of Owner's Property (or other

property owned or controlled by Owner), provided that such alternate portion of Owner's Property is equally suitable for Verizon Wireless's intended uses, as determined in Verizon Wireless's sole and absolute discretion. Owner shall designate an alternate portion of Owner's Property to which Verizon Wireless may relocate prior to the taking, condemnation or sale. If an alternate portion of Owner's Property is available and such alternate portion of Owner's Property is acceptable to Verizon Wireless, in Verizon Wireless's sole and absolute discretion, Owner and Verizon Wireless shall enter into an amendment to this Lease designating such alternate portion of Owner's Property as the Leased Property. In the event no alternate portion of the Owner's Property is equally suitable for Verizon Wireless's intended uses, this Lease shall automatically terminate as of the day of the taking, condemnation or sale.

C. Condemnation Award. Owner shall receive the entire condemnation award for the land and such other improvements as are owned by Owner, and Verizon Wireless hereby expressly assigns to OWNER any and all right, title and interest of Verizon Wireless now or hereafter arising in and to any such award. Verizon Wireless shall have the right to recover from such authority, but not from Owner, any compensation as may be awarded to Verizon Wireless on account of Verizon Wireless's leasehold interest, moving and relocation expenses, interruption of business and depreciation to and removal of the personal property and fixtures of Verizon Wireless.

D Rebate of Rent. If this Lease is terminated pursuant to the provisions of Paragraphs 14.A. or 14.B., Owner shall reimburse to Verizon Wireless any prepaid rent pursuant to the provisions of Paragraph 5 and all rights and obligations of Owner and Verizon Wireless arising after the date of termination shall terminate.

15. FIRE OR OTHER CASUALTY.

A. Owner's Obligation to Repair, Restore and/or Reconstruct. If any building, tower, structure or other improvement leased to Verizon Wireless as part of the Leased Property, or any access thereto, is damaged or by a casualty Owner, within ten (10) days after the casualty, shall deliver written notice to Verizon Wireless of Owner's election (i) not to repair, restore and/or reconstruct such improvements or any access thereto or (ii) to repair, restore and/or reconstruct such improvements or any access thereto. If, as a result of any such casualty, the Leased Property becomes totally or partially unusable by Verizon Wireless, rent shall abate during the period of repair, restoration and/or reconstruction in the same proportion to the total rent as the portion of the Leased Property rendered unusable bears to the entire Leased Property.

B Verizon Wireless's Right to Terminate. Verizon Wireless may terminate this Lease by giving Owner written notice of termination if: (i) Owner undertakes the repair, restoration and/or reconstruction of such improvements or of any access thereto but fails to complete such repair, restoration, and/or reconstruction within one hundred twenty (120) days after the casualty; (ii) Owner notifies Verizon Wireless of Owner's intention not to repair, restore and/or reconstruct the Tower; (iii) Owner fails to deliver to Verizon Wireless the written notice required under Paragraph 15.A. within ten (10) days after the casualty; or (iv) Verizon Wireless does not approve any alternate portion of Owner's Property. If the Owner is unable to comply with the 120 day reconstruction/repair requirement, Owner shall, prior to the expiration of the 120 day period give notice to Verizon Wireless of the need for an extension of time, which request shall not be unreasonably denied. If, as a result of any such casualty, the Leased Property becomes totally unusable by Verizon Wireless after the 20th year under this Lease, rent shall abate during the period of repair, restoration and/or reconstruction.

16. LIENS.

A. Mechanics' Liens. Verizon Wireless shall keep the Leased Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Verizon Wireless. Verizon Wireless shall, within twenty (20) days of Verizon Wireless's receipt of written notice of the imposition of any such lien, (i) cause the same to be released of record by payment or (ii) deliver to Owner a bond in the amount of one hundred ten percent (110%) of the amount of the lien. Upon delivery of the bond to Owner, Verizon Wireless may contest the validity of the lien. Once the lien is released of record, any bond provided by Verizon Wireless to Owner shall be released and returned to Verizon Wireless. No work which Owner permits Verizon Wireless to perform on the Leased Property shall be deemed to be for the use or benefit of OWNER so that no mechanics or other lien shall be allowed against the estate of OWNER by reason of its consent to such work. OWNER shall have the right to post notices that it is not responsible for payment for any such work.

B. Landlord's Lien. Owner disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Verizon Wireless's and/or its sublessees' and/or licensees' communications facilities, equipment, improvements, fixtures and other property.

17. TAXES; MAINTENANCE.

A. Taxes. Verizon Wireless shall be responsible for paying all personal property taxes assessed directly upon Verizon Wireless's communications facilities located on the Leased Property. Verizon Wireless shall also be responsible for all real property taxes that may be imposed by law as attributable to Verizon Wireless' communication facilities on the Leased Property.

B. Maintenance. Verizon Wireless, at Verizon Wireless's expense, shall be responsible for maintaining, repairing and replacing Verizon Wireless's communications facilities located on the Leased Property. Owner, at Owner's expense, shall be responsible for maintaining, repairing and replacing the Owner's Property and the Owner's improvements located thereon except for the communications facilities of Verizon Wireless. All maintenance, repairs, and replacements required pursuant to this Paragraph 17.B. shall be performed in a good and workmanlike manner and shall be in compliance with all Governmental Laws, as defined in Paragraph 23.C.

18. QUIET ENJOYMENT AND NON-INTERFERENCE.

A. Quiet Enjoyment. Owner represents, warrants and agrees that Verizon Wireless, upon paying the rent and performing the covenants and provisions in this Lease to be observed or performed by Verizon Wireless shall peaceably and quietly have and enjoy the Leased Property.

B. Interference. Verizon Wireless understands that Owner's emergency equipment has first priority on the Tower. Owner hereby grants to Verizon Wireless, as a primary inducement to Verizon Wireless's entering into this Lease, right to install Verizon Wireless' communications facilities on Owner's Property. From time to time, Owner may grant to other entities the right to install and/or operate communications facilities on portions of Owner's Property

not leased to Verizon Wireless; provided, however Owner shall not allow or permit the installation or operation of communications facilities by other occupants, not including the Owner,to interfere with the operation or use of Verizon Wireless's communications facilities as they exist at the time of such other occupant's installation or as they may be modified, added to, or substituted at any time, or from time to time, during the term of this Lease, as may be extended. Further, other than Owner's use, Owner shall not cause, permit or allow any other use of, or condition on, Owner's Property which interferes with or impairs (i) the communications facilities or signal strength of Verizon Wireless from the Leased Property or (ii) the use of the Leased Property by Verizon Wireless . If any such interference occurs from another tenant's use, Owner agrees to eliminate or cause the elimination of such interference with Verizon Wireless's operations of their respective communications facilities or signal strengths or use of the Leased Property within ten (10) days after Owner's receipt of Verizon Wireless's written notice of such interference and, if necessary, to cause the interfering party to cease its operations. Except in cases of emergency, Owner shall not have access to the Leased Property, excluding the Tower, unless accompanied by Verizon Wireless personnel. Verizon Wireless shall not cause, permit or allow any other use of, or condition on Owner's Property which interferes with or impairs Owner's operations or the operations of other pre-existing tenants attached to the tower. If any such interference occurs, Verizon Wireless agrees to take immediate steps to eliminate or cause the elimination of such after Verizon Wireless's receipt of Owner's notice of such interference and, if necessary cease its operations. If the interference interrupts Owner's emergency communication system, and Verizon Wireless does not cure the interference within one (1) hour from receipt of notice from Owner, Verizon Wireless shall immediately deactivate its equipment until the problem is corrected. If Verizon Wireless' equipment repeatedly causes interference with Owner's equipment during the course of this Lease, Owner shall have the right to terminate this Agreement.

19. RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER.

A. Personal Property. The communications facilities, equipment, improvements, fixtures and other property of Verizon Wireless and its sublessees and/or licensees on the Leased Property shall be and remain the personal property of Verizon Wireless and/or its sublessees and/or licensees, even though some of it may be permanently affixed to the land, and Verizon Wireless and its sublessees and/or licensees shall be entitled to take or remove all or any portion of their respective communications facilities, equipment, improvements, fixtures and other property from the Leased Property without any hindrance by, through or under Owner or the holder of any mortgage, deed of trust, ground lease or other encumbrance. At the termination or expiration of this Lease, Verizon Wireless and its sublessees and/or licensees shall have the right, but not the obligation, to remove all or any part of their respective communications facilities, equipment, improvements, fixtures and other property from the Leased Property. If Verizon Wireless or its sublessees and/or licensees elect to remove all or any part of their respective communications facilities, equipment, improvements, fixtures and other property Verizon Wireless shall repair or cause to be repaired any damage caused by such removal, and shall otherwise surrender the Leased Property at the expiration of the term, as may have been extended, or earlier termination thereof, in good condition, ordinary wear and tear, damage by fire and other casualty excepted. Any of Verizon Wireless's or its sublessees' and/or licensees communications facilities, equipment, improvements, fixtures and other property that has not been removed from the Property within thirty (30) days of the termination or expiration of this Lease shall be deemed abandoned by Verizon Wireless or its sublessees and/or licensees.

B. Presentation of Claims. Any claims relating to the condition of the Leased Property must be presented by Owner in writing to Verizon Wireless within ~~thirty (30)~~ sixty (60) days after the termination or expiration of this Lease or Owner shall be deemed to have irrevocably waived any and all such claims.

20. BROKERS. Owner and VerizonWireless each represent and warrant to the other that he, she or it has not negotiated with any broker or agent, real estate or otherwise, in connection with this Lease. Owner and Verizon Wireless each agree that, if any claim is made against the other for a broker's or agent's commission, finder's fee or the like by reason of the acts of such party, the party upon whose acts such claim is predicated shall defend such action by legal counsel reasonably acceptable to the other party.

21. ESTOPPEL CERTIFICATES.

A. Owner. Owner, at the request of Verizon Wireless, shall provide Verizon Wireless with a certificate stating: (i) whether Owner has any claim against Verizon Wireless and if so, stating the nature of such claim; (ii) that Owner recognizes Verizon Wireless's ownership of Verizon Wireless's communications facilities and other property; (iii) that Verizon Wireless has the right to remove Verizon Wireless's communications facilities and other property from the Leased Property notwithstanding that such may be considered a fixture under local law; (vi) that an Event of Default by Verizon Wireless has not occurred or would not occur with the giving of notice and/or the passage of time; and (v) that Owner has no interest in and disclaims any interest to Verizon Wireless's communications facilities and other property.

B. Verizon Wireless. Verizon Wireless, at the request of Owner, shall provide Owner with a certificate stating: (i) that this Lease is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified and stating the modification); (ii) whether or not, to Verizon Wireless's knowledge, any set-offs, or defenses exist against the enforcement of any of the agreements, terms, covenants or conditions hereof to be performed or complied with by Verizon Wireless (and if so specifying the same); and (iii) the date through which the rent has been paid.

22. NOTICES. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if (i) delivered by messenger at the address of the intended recipient, (ii) sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or (iii) deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested). Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger, on the day after the day of deposit with Federal Express (or a comparable overnight delivery service), or on the day that is two (2) days after deposit in the United States Mail, as the case may be.

Verizon Wireless:

PrimeCo Personal Communications, Limited Partnership
dba Verizon Wireless
180 Washington Valley
Bedminister, NJ 07921

Attention: Network Real Estate

Copy to:

PrimeCo Personal Communications, Limited Partnership
d/b/a Verizon Wireless
777 Yamato Road, Suite 600
Boca Raton, FL 33431
Attention: Real Estate/Zoning Manager
(561) 995-5500
(561) 995-5568

Owner:

City of Delray Beach
Attn: City Manager
100 NW 1st Avenue
Delray Beach, FL 33444
Telephone: 561-243-7090

Copy to:

City of Delray Beach
City Attorney's Office
200 NW First Avenue
Delray Beach, FL 33444

Any party may change his, her or its address for notice purposes by giving notice in accordance with this Paragraph 23.

23. MISCELLANEOUS PROVISIONS.

A. Title; Undisclosed Liens. Owner represents, warrants and agrees that OWNER is seized of good and sufficient title to and interest in the Owner's Property and has full authority to enter into and execute this Lease and no undisclosed liens, judgments or impediments of title exist on Owner's Property that would affect this Lease.

B. Entire Lease; Amendments. This Lease, including the exhibits and attachments which are attached hereto and incorporated herein by this reference, incorporates all agreements and understandings between Owner and Verizon Wireless. No verbal agreements or understandings shall be binding upon either Owner or Verizon Wireless, and any addition, amendment, variation or modification to this Lease shall be ineffective unless made in writing and signed by Owner and Verizon Wireless.

C. Compliance with Governmental Laws. Owner represents, warrants and agrees that throughout the term of this Lease, as may be extended, the Owner's Property including, without limitation, the Leased Property and all improvements thereon, other than improvements owned by Verizon Wireless or its sublessees and/or licensees, shall be in compliance with all laws, codes, and regulations of all federal, state and local governmental or quasi-governmental authorities (collectively, "Governmental Laws"). Subject to Owner's compliance with the terms of this Paragraph 23.C., Verizon Wireless agrees that any improvements constructed on the Leased Property by Verizon Wireless and/or its sublessees and/or licensees and the operation of the communications facilities of Verizon Wireless and/or its sublessees and/or licensees on the Leased Property shall be in compliance with all Governmental Laws.

D. Governing Law. This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue shall be in Palm Beach County.

E. Benefit. This Lease, and each and every covenant and condition herein, is intended to benefit the Leased Property and to run with the Owner's Property and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

F. Covenants and Conditions. The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate Paragraph.

G. Construction. The parties acknowledge that each has had an opportunity to review and negotiate this Lease and has executed this Lease only after such review and negotiation. The language of this Lease shall be construed simply and according to its fair meaning, and this Lease shall not be construed more strictly in favor or against either party.

H. Intentionally Deleted.

I. If any portion of this Lease is held to be invalid or unenforceable, such portion shall not affect the enforceability of the remainder of the Lease or any other portion thereof.

J. Injunctive Relief. In addition to the other remedies provided for in this Lease, any party shall be entitled to immediate restraint by injunction of any violation of any of the covenants, conditions or provisions of this Lease.

K. Headings. The captions of the Paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

L. Lighting of Communications Facilities. If any laws or regulations of the Federal Aviation Administration, Federal Communications Commission or any other governmental agency or body require or recommend the lighting and/or marking of Verizon Wireless's or its sublessees' and/or licensees' communications facilities or the improvements upon which such communications facilities are located including, without limitation, any building, tower or other improvements comprising a portion of the Leased Property, Owner agrees that Verizon Wireless, at Verizon Wireless's expense, may install and maintain such lighting or markings. Verizon Wireless, however, shall not be responsible for the installation or maintenance of any lighting or markings required by the operations of Owner or Owner's other tenants and/or licensees.

M. Memorandum of Lease. Concurrently with the execution of this Lease, Owner shall execute before a notary and deliver to Verizon Wireless for recording a "Memorandum of Lease Agreement," also referenced as "Short Form Lease," in the form of the attached Exhibit "C". Such Memorandum shall not disclose any financial terms, unless required to do so by the laws of the jurisdiction in which such Memorandum is recorded.

N. Survival. The obligations of Verizon Wireless to indemnify, hold harmless, and defend the Owner shall survive the expiration or termination of this Lease.

O. Counterparts. This Lease may be executed in as many counterparts as may be required by the parties. It shall not

be necessary that the signature on behalf of all parties hereto appear on each counterpart hereof, and it shall be sufficient if the signature on behalf of all parties hereto appear on one (1) or more counterparts. All counterparts shall collectively constitute a single agreement.

P. Number of Antennas. If the Leased Property includes tower space, Verizon Wireless shall have the right to install nine (9) antennas and nine (9) 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 Verizon Wireless's nine (9) antennas and nine (9) cable runs if Verizon Wireless, at any time or from time to time, installs less than nine (9) antennas and nine (9) cable lines.

Q Additional Terms: Verizon Wireless, at it's sole cost and expense, shall replace Owner's existing180 foot self-support tower with a 180 foot 3 carrier self-support tower , which shall also be able to support Owner's equipment as described in Exhibit "D" (the "New Tower"). Verizon Wireless shall provide new antenna mounts for Owner's antennas in accordance with the specifications, which shall be provided by Owner. In addition, Verizon Wireless shall provide one line of 1-1/4" low density foam helliax cable for the BMR10 antenna at the 180 foot level, with two (2) N Female RF connectors. Prior to any construction or installation on the Premises by Verizon Wireless, Verizon Wireless shall furnish, for review and approval by Owner, which approval shall not be unreasonably withheld or delayed, plans and specifications for such construction or installation of the improvements and Verizon Wireless shall not commence the construction or installation on the Premises until such time as Verizon Wireless receives written approval of the plans and specification from Owner. Verizon Wireless shall apply for a building permit no later than November 15, provided that zoning approval has been received from the local zoning jurisdiction. Construction of the New Tower shall commence within ten (10) days after receipt of building permit and completed within forty-five (45) days after commencement of construction.

Upon completion of the New Tower, Verizon Wireless shall:

(i) Dismantle, remove and dispose of the existing tower from Owner's Property within thirty (30) days of written notification by Owner that the tower can be removed. Owner shall transfer ownership of the old tower to Verizon Wireless and

(ii) Upon completion of construction, Verizon Wireless shall convey ownership of the New Tower to Owner "AS IS" and without any warranty or representation regarding the suitability of the New Tower for any particular purpose of use, and shall assign the Manufacturer's warranty of the New Tower to Owner. Verizon Wireless warrants and represents that all work will be done in a workmanlike manner in accordance with all local codes, rules and regulations, including, but not limited to, EIA/TIA-222F. In addition, the tower sway factor shall not exceed 2 degrees.

(iii) Upon completion of construction, Verizon Wireless shall return the Leased Property and construction area to a like condition as existed prior to start of construction, within 15 days after receipt of a Certificate of Occupancy.

Both parties agree that in return for the construction of the New Tower, Verizon Wireless shall be entitled to free rent for the first twenty (20) years under this lease, as more specifically described under Paragraph 5 hereof.

R. Relocation. Owner hereby reserves the right to change the location of Verizon Wireless' Equipment on the Tower, at Lessor's sole cost and expense, from time to time, to accommodate Owner's Equipment for public safety reasons only, upon ninety (90) days prior written notice to Verizon Wireless ("Relocation Notice"). Upon receipt of such notice, Verizon Wireless shall relocate it's Equipment to other space on the Tower designated by Owner, or remove it's Equipment, as the case may be, within sixty (60) days of receipt of the Relocation Notice; provided, however, that if, in Owner's reasonable discretion, Verizon Wireless has diligently pursued efforts to change the location of it's Equipment, but has been unable to complete such change of location within the sixty (60) day period, Verizon Wireless will have an additional thirty (30) days (from the expiration of the sixty (60) day period) to complete such change.

IN WITNESS WHEREOF, the parties have executed this Lease:

OWNER: City of Delray Beach

By: [signature]
Name: David W. Schmidt, Mayor
Title:
Approved as to form: [signature] City Attorney
S.S./Tax No.:

Address 100 NW 1st Avenue
Delray Beach, FL 33444

Date: 11/2/00

Witnesses:

By: [signature] By: [signature]
Name: NILDA HADDEN Name: SUSAN L. MALONEY

☐ See Attachment "S" for continuation of Owner signatures.

VERIZON WIRELESS:

PrimeCo Personal Communications, Limited Partnership,
a Delaware limited partnership
dba Verizon Wireless

[signature]
Howard H. Bower
Area Vice President – Network
8921 Research Drive
Charlotte, NC 28262

Date: 10/25/00

Witnesses:

By: [signature] By: [signature]
Name: [illegible] Name: Delroy A. Lester

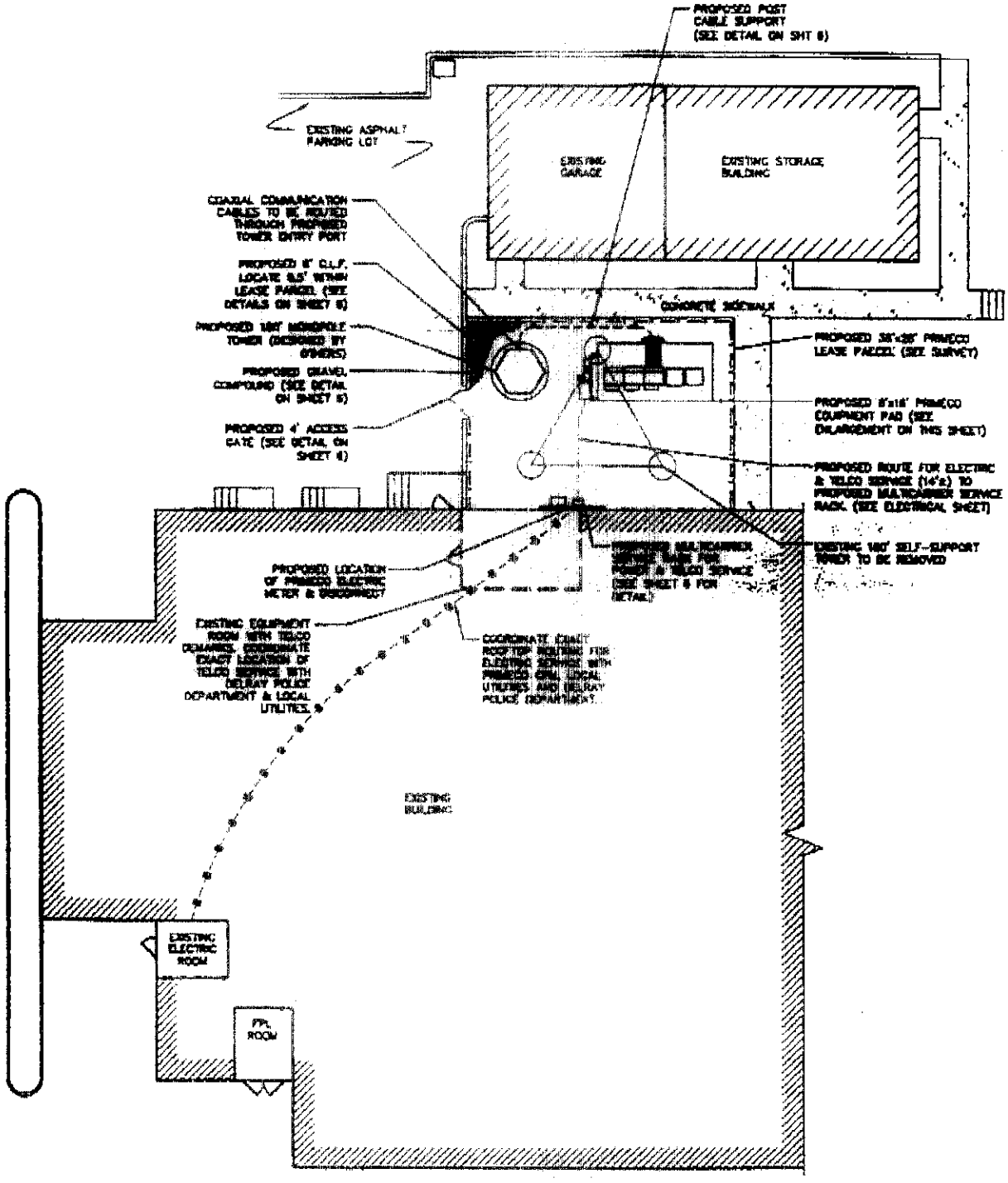
EXHIBIT "A"
DESCRIPTION OF OWNER'S PROPERTY

SITE ID: 68610

All of Plat of PUBLIC SAFETY FACILITY, according to the Plat thereof, as recorded in Plat Book 56, Page 28, of the Public Records of Palm Beach County, Florida

EXHIBIT "B"
DEPICTION OF PORTION OF OWNER'S PROPERTY LEASED TO LICENSEE

SITE ID: 68610



NORTH

SITE PLAN
SCALE: 1"=10'

NOTE:
COORDINATE EXACT TELCO SERVICE ROUTING WITH PRIMECO CPM & LOCAL UTILITIES.

THIS INSTRUMENT PREPARED BY AND RETURNED TO:
ADDRESS: Verizon Wireless
777 Yamato Road, Suite 630
Boca Raton, Florida 33431

"EXHIBIT C"
SHORT FORM LEASE
(Site Lease ID #:68610)

THIS SHORT FORM LEASE evidences that a lease was made and entered into by written Lease Agreement dated NOV. 2ND, 2000, by and between City of Delray Beach ("OWNER") whose address is 100 NW 1st Avenue, Delray Beach, FL 33444, and PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP, a Delaware limited partnership, dba VERIZON WIRELESS ("VERIZON WIRELESS") whose address is 777 Yamato Road, Suite 600, Boca Raton, FL 33431, the terms and conditions of which are incorporated herein by reference. OWNER hereby leases to VERIZON WIRELESS a certain site located at 300 West Atlantic Ave., City of Delray Beach, County of Palm Beach, State of Florida, within the property of OWNER which is described in "Exhibit A" attached hereto, with grant of easement for rights of access thereto and to electric and telephone facilities, all as more specifically described in the Lease Agreement, the terms of which are incorporated herein by reference, for a term of Five (5) years commencing on the date that VERIZON WIRELESS commences installation of its communications facilities on such site, which term is subject to Four (4) additional five (5) year extension periods by VERIZON WIRELESS.

IN WITNESS WHEREOF, OWNER and VERIZON WIRELESS have duly executed this Short Form Lease as of the day and year first above written.

OWNER:
City of Delray Beach

By: _____
Name/Title: David W. Schmidt, Mayor
S.S./Tax No.:
Address: 100 NW 1st Avenue
Delray Beach, FL 33444

Date: 11/2/00

Approved as to form and
legal sufficiency:
By: _____
City Attorney

Witnesses:
(1) _____ (2) _____
Name: NILZA HARDEN Name: SUSAN L. MALONEY

☐ **See Attachment "SN" for continuation of Owner signatures.**

VERIZON WIRELESS:
Personal Communications, Limited Partnership,
a Delaware limited partnership, dba Verizon Wireless

By: _____
Name/Title: Howard H. Bower, Area Vice President, Network
S.S./Tax No.: 75-2681333
Address: 8921 Research Drive
Charlotte, NC 28262
Date: 12/25/00

Witnesses:
(1) _____ (2) _____
Name: _____ Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of Nov 2000, by DAVID W. SCHMIDT as MAYOR of CITY OF DELRAY BCH a MUNICIPALITY ☐ corporation; or ☐ _____ as partner (or agent) on behalf of _____, a partnership. He/She is personally known to me or has produced _____ as identification.

(Printed, Typed or Stamped Name of Notary)

_____
(OFFICIAL NOTARY SIGNATURE)
Notary Public — State of _____

BARBARA GARCIA
Notary Public - State of Florida
My Commission Expires:
Commission #

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~PALM BEACH~~ Cabarrus

The foregoing instrument was acknowledged before me this 25 day of October, 2000, by HHB, for Howard H. Bower, Area Vice President, Network of PrimeCo Personal Communications, Limited Partnership, a Delaware limited partnership, d/b/a Verizon Wireless, on behalf of the partnership. He is personally known to me or has produced Driver's License (Indiana) as identification.

(Printed/Typed/Stamped Notary Name)

Betty F. Johnson
(Official Notary Signature)
Notary Public — State of North Carolina
Expires 4/10/05

BETTY F. JOHNSON NOTARY PUBLIC CABARRUS COUNTY, NC

Owner Initials

HHB
Verizon Wireless Initials

MAR 24 2004 16:20 FR 3/13 5190954178852 TOTAL PAGE.13 **

CITY OF DELRAY BEACH, FLORIDA
ANTENNA NETWORK PLAN
FOR MOUNTING ON THE NEW VERIZON CORP LATTICE TOWER

"Exhibit D"

Site Name: DELRAY BEACH POLICE HEADQUARTERS
Site Address: 300 East Atlantic Avenue
Site Function: PRIME TX/RX

Antenna Number	Antenna Manufacturer	Antenna Model/Type	Antenna Orientation	Antenna Gain	Antenna Length(ft.)	Antenna Weight(lbs)	Antenna Base Elevation	Antenna Mount	Tower Leg	Transmission Line Type	Antenna Status	Special Notes
1	CELWAVE	BMR10H	270 deg	13.4DB	13'	55	180'	6' SA	WEST	1-1/4" LDF	NEW800	TX antenna- 1st 5 chs
2	CELWAVE	BMR10H	270 deg	13.4DB	13'	55	180'	6' SA	NE	1-1/4" LDF	NEW800	TX antenna- 2 new chs
3	CELWAVE	BMR12O	Omni	12.0DB	20'	92	180'	6' SA	SE	7/8" LDF	NEW800	Receive antenna
4	CELWAVE	RMC800	not applicable	N/A	12"x10"x10"	26	176'	TBD	SE	N/A	NEW800	Tower Amp box
5	CELWAVE	PD10022	Omni	0 DB	1.9'	9	30'	1' SA	SE	1/2" LDF	NEW800	System Watch antenna
6	CELWAVE	PD10022	Omni	0 DB	1.9'	9	25'	1' SA	SE	1/2" LDF	NEW800	State M.A. antenna
7	CELWAVE	PD10022	Omni	0 DB	1.9'	9	30'	1' SA	NE	1/2" LDF	NEW800	Backup C.S Ant # 1
8	CELWAVE	PD10022	Omni	0 DB	1.9'	9	25'	1' SA	NE	1/2" LDF	NEW800	Backup C.S Ant # 2
9	CELWAVE	PD10022	Omni	0 DB	1.9'	9	30'	1' SA	WEST	1/2" LDF	NEW800	Backup C.S Ant # 3
10	CELWAVE	PD10022	Omni	0 DB	1.9'	9	25'	1' SA	WEST	1/2" LDF	NEW800	Backup C.S Ant # 4
11	DECIBEL	DB636C	Omni	6.0DB	8.0'	40	45'	3' SA	SE	1/2" LDF	NEWUHF	FIRE ALERTING Antenna
12	CCTV # 1	12"x12"x3" box	not applicable	N/A	N/A	10	40'	on platform		unknown	EXISTING	
13	CCTV # 2	12"x12"x6" box	not applicable	N/A	N/A	10	40'	on platform		unknown	EXISTING	
14	NETCLOCK	GPS311	Omni	0 DB	1.0'	2	20'	on ice bridge		RG-11U	NEWGPS	GPS antenna-low profile

10/16/00