

**SECOND AMENDMENT TO
LEASE AGREEMENT
BETWEEN
CITY OF COCONUT CREEK, FLORIDA
AND
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS
DATED FEBRUARY 16, 2016**

This Second Amendment to the Lease Agreement dated February 16, 2016 (this "Second Amendment") is made this ____ day of _____, 2025 (the "Second Amendment Effective Date"), by and between **CITY OF COCONUT CREEK**, a municipal corporation, with its offices located at 4800 West Copans Road, Coconut Creek, FL 33063, as Landlord, hereinafter "CITY", and **CELLCO PARTNERSHIP, a Delaware general partnership d/b/a VERIZON WIRELESS**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "TENANT".

WHEREAS, CITY and TENANT's predecessor-in-interest, Verizon Wireless Personal Communications LP (the "Partnership"), entered into the Lease Agreement on February 16, 2016, as amended by First Amendment to Lease Agreement dated December 8, 2022 (together, the "Agreement"), whereby TENANT leased from CITY a portion of real property and space on the CITY's telecommunications tower (the "Tower") at 5555 Regency Lakes Boulevard, Coconut Creek, FL 33073, as more fully described in the Agreement; and

WHEREAS, on December 31, 2018, TENANT became the sole partner of the Partnership, at which time the Partnership was dissolved by operation of law; and

WHEREAS, CITY and TENANT desire to amend the Agreement in order to modify the TENANT's equipment on the Tower, which will not substantially increase the TENANT's loading factor on the Tower; and

WHEREAS, CITY is willing to permit TENANT to modify its equipment within the existing leased space on the City's Tower without an increase in rent for modifications contemplated by this Second Amendment as the TENANT never installed the modifications contemplated by the First Amendment, and these Second Amendment modifications serve as replacement for those uncompleted modifications from the First Amendment; and

WHEREAS, the parties hereto intend that all terms and conditions as stated in the Agreement, except as amended by this Second Amendment, shall remain in full force and effect and be subject only to the amendments contained herein in the Second Amendment; and

WHEREAS, the CITY and TENANT have mutually agreed upon the terms and conditions as modified herein and as allowed by Florida law; and

WHEREAS, the CITY has the ability to enter into this Second Amendment under Florida Law and its Home Rule Powers for the protection of the Public Health, Safety and Welfare of its citizens.

NOW, THEREFORE, in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Second Amendment as follows:

1. The recitations above are incorporated herein.
2. To clarify the TENANT's equipment and new antenna layout detailed within the relevant exhibits attached to the Agreement, the parties hereto agree that, Exhibit D-1 to the Agreement which sets forth the TENANT'S equipment listing and transmit and receive frequencies shall be deleted in its entirety and replaced by Exhibit D-2 attached hereto and made a part hereof. As of the Second Amendment Effective Date, all references throughout the Agreement to Exhibit D-1 will now be deemed to refer to Exhibit D-2.
3. TENANT's commercial general liability insurance policy shall include coverage for injury to persons or damage to property resulting from radio frequency emissions related to this Agreement. TENANT agrees, to indemnify the CITY for (i) any breach of this guarantee, as well as (ii) any claim(s) alleging injury to persons or damage to property arising from radio frequency emissions to the extent such claims(s) result from, relate to, or arise out of this Agreement. This indemnification obligation shall survive the termination or natural expiration of this Agreement.
4. TENANT acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications detailed herein.
5. CITY and TENANT each hereby warrant to the other that the person executing this Second Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Second Amendment on that 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 Second Amendment, or that such consent has been given.
6. The Agreement, the First Amendment and this Second Amendment contain all agreements, promises or understandings between CITY and TENANT, and no verbal or oral agreements, promises or understandings shall be binding upon either the CITY or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement, the First Amendment and/or this Second Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement, the First Amendment and/or this Second 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, the First Amendment and/or this Second Amendment.

7. All remaining provisions of the Agreement, not inconsistent with this Second Amendment, shall remain in full force and effect, and shall remain binding on the parties hereto. In the event of a conflict between the terms and conditions of this Second Amendment and the terms and conditions of the Agreement and/or the First Amendment, the terms and conditions of this Second Amendment shall govern. In the event any provision of the Agreement, the First Amendment and/or this Second 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, the First Amendment and/or this Second Amendment.

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: John Scandura
Name: John Scandura
Title: Associate Director RE
Date: 3/13/25

CITY

CITY OF COCONUT CREEK, a
municipal corporation

ATTEST

Joseph J. Kavanagh, City Clerk

Sandra L. Welch, Mayor

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney

[Exhibit to follow]

EXHIBIT D-2
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to the Second Amendment to Lease Agreement dated _____, 2025, by and between the City of Coconut Creek, a municipal corporation, as City, and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, as TENANT.

DESCRIPTION OF PROPERTY AND EQUIPMENT LISTING, FREQUENCIES, AND DIAGRAMS OF ANTENNA AND GROUND LAYOUT

Tower mounted equipment at 85 Feet RAD Center – 12-ft Platform with support rails

Six (6) Commscope (NHH-65B-HG-R2B) antennas

Three (3) Ericsson (AIR 6419) antennas

Three (3) Ericsson 4490 RRU

Three (3) Ericsson 4890 RRU

One (1) OVP 6 RAYCAP rcmdc-3315-pf-48

One (1) OVP 12 RAYCAP rhsdc-6627-pf-48

Number of and Size of Transmission Line/Cable(s) and Models (from ground to 85'):
Three (3) 6/12 Hybrid cables

GROUND-MOUNTED EQUIPMENT

Outdoor Equipment Cabinets within a 15' x 20' lease area

35 KW Diesel Generator

210 Gallon Fuel Tank

FREQUENCIES ASSIGNED TO TENANT BY THE FCC FOR USE ON THE PROPERTY

Transmit frequencies: 1950-1965, 746-757, 2110-2120, 2120-2130, 3700-3860

Receive frequencies: 1870-1885, 776-787, 1710-1720, 1720-1730

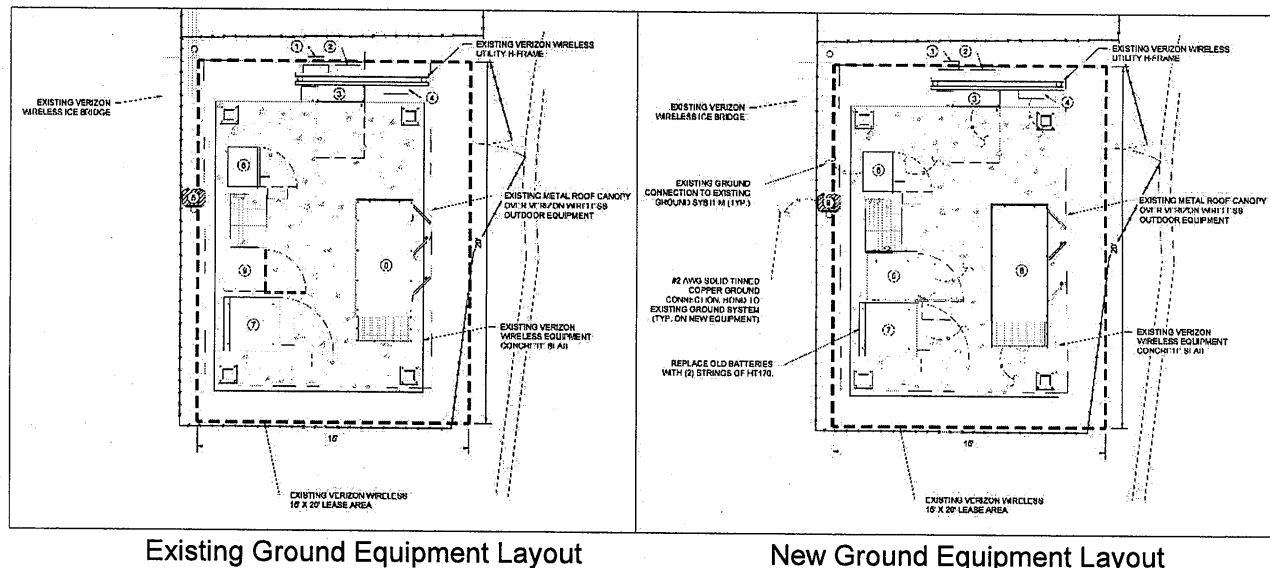


EXHIBIT D-2

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