

**LEASE AGREEMENT BETWEEN
CITY OF POMPANO BEACH AND
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**

COPB ID#13012

THIS LEASE AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this _____ day of _____, (“Effective Date”), between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, with an address of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as “LESSOR,” and CELLCO PARTNERSHIP d/b/a Verizon Wireless, a Delaware general partnership with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), herein referred to as “TENANT.”

RECITALS:

WHEREAS, LESSOR is the owner of certain real property located at 100 SW 3rd Street, Pompano Beach, Florida, Broward County, Florida (hereinafter referred to as “the Premises”); and

WHEREAS, LESSOR owns a communications tower (hereinafter referred to as “Tower”) erected on the Premises, and TENANT desires to use designated space on the Premises and the transmission Tower, subject to the terms and conditions set forth below; and

WHEREAS, LESSOR and TENANT entered into a prior Lease Agreement which will expire on June 14, 2026, and TENANT wishes to continue to lease the Leased Premises (as defined below) pursuant to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the sum of **Ten (\$10.00) Dollars**, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Leased Premises:** LESSOR hereby leases to TENANT space on the Tower to the extent necessary to enable TENANT to erect, maintain and operate those antennas, radio equipment and transmission lines, as described and depicted on **Exhibits “A-1”, “A-2” and “A-3”** attached hereto and incorporated herein by reference, to be utilized as a part of its communications network and for no other purposes.

Location on Tower: The subject antennas shall be mounted at a centerline of approximately 118 feet upon the Tower as shown in **Exhibit “A-2”** attached hereto. The exact location on the Tower shall be determined by LESSOR in conjunction with TENANT’s engineers so as to avoid interference with any of LESSOR’s cables, lines, antennas and/or any other property of LESSOR and others located on the Tower and Premises, as may be applicable. A list of TENANT’s Tower-based equipment as of the Effective Date is attached hereto and incorporated herein by reference as **Exhibit “B.”** Such equipment was previously approved by LESSOR, and therefore no additional LESSOR approval is required. After the Effective Date, LESSOR neither warrants nor guarantees availability of space on Tower at the exact above-listed height levels and is solely reliant upon TENANT’S representations as to the current availability of such location for mounting of TENANT’S equipment at said specific locations.

LESSOR grants to TENANT permission to attach necessary transmission lines, cables, antennas, fixtures and other associated equipment to the Tower to make said antennas operational. TENANT will provide all mounting hardware necessary for the installation of all of its equipment.

LESSOR also leases to TENANT an area of land containing approximately 375 square feet (the "Ground Space") for locating certain equipment described as wireless telecommunications equipment. The Ground Space is depicted on the attached **Exhibit "A-1"**.

The Leased Premises shall also include such additional space (the "Support Services Space") necessary for the installation, operation and maintenance of wires, cables, fiber, conduits and pipes running between, through and among the various portions of the Leased Premises and to all necessary electrical, telephone, fiber and other similar support services (collectively, the "Support Services") located within the Premises or the nearest public right of way. The Support Services Space is depicted on the attached **Exhibit "A-3"**. LESSOR shall cooperate with TENANT in its effort to obtain Support Services and will review and execute, to the extent permitted and as reasonable, such documents or easements as may be required by any companies providing such Support Services. In the event it is necessary, LESSOR agrees to grant TENANT the right to install such Support Services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR.

TENANT's location on the Tower, its transmission lines, cables, antennas, fixtures, and associated equipment, the Ground Space, and the Support Services Space shall hereinafter be collectively referred to as the "Leased Premises."

TENANT shall be responsible for obtaining electric service to its equipment for the operation of TENANT's communications equipment. TENANT shall be solely responsible for the cost of the electrical power used by TENANT's communications equipment at the Leased Premises. TENANT's electrical service shall be separately metered, and TENANT shall pay the utility company directly. TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter.

TENANT shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Premises, to and from the Leased Premises for the purpose of installation, operation and maintenance of TENANT'S communications equipment. Notwithstanding anything contained herein to the contrary, prior to accessing the Tower, TENANT must provide LESSOR with at least twenty-four (24) hours' advance telephonic notice by calling (954)-786-4537 except in the case of an emergency. TENANT, in the case of an emergency, may access the Tower immediately and provide LESSOR with after-the-fact notice of such admittance.

LESSOR also hereby grants to TENANT the right to survey said Property, and said survey shall then become **Exhibit "C,"** which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and **Exhibit "A."** Cost for such work shall be done by the TENANT.

2. **Term and Rental Schedule:** This Agreement shall become effective on the date of full execution hereof and shall be for **a term of ten (10) years (the "Term")**, commencing on the first day of the month following the Effective Date (the "Commencement Date"). The parties agree to acknowledge the Commencement Date in writing, including electronic mail. Consideration for the Term shall be provided by TENANT as follows:

A. Beginning on the Commencement Date, TENANT shall pay LESSOR an annual rental of **Fifty Thousand and No/100 Dollars (\$50,000.00)** plus applicable sales tax, if any, to be paid in one lump sum payment (the "Rent"), in advance, to the City of Pompano Beach at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, Attn: Treasury Division or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any Rent payment date. Notwithstanding the immediately preceding sentence, the parties hereto acknowledge and agree that the initial Rent payment shall be made within sixty (60) days of the Commencement Date. All subsequent payments by TENANT shall be made to LESSOR in a timely manner, and TENANT's check must reach LESSOR no later than thirty (30) calendar days after each anniversary of the Commencement Date. If TENANT neglects to make any payment within thirty (30) business days after the day on which a payment is due and owing, TENANT shall pay to LESSOR an additional late charge of One Hundred and No/100 Dollars (\$100.00) per day for each day's delay in payment retroactive to annual payment due date. LESSOR shall promptly notify TENANT of any late payment then due to LESSOR, and the applicable late charge shall be paid to LESSOR with the Rent. LESSOR's right to assess the above penalty shall be in addition to its right to terminate this Agreement upon TENANT's uncured default as set forth herein, or any other legal remedies available to LESSOR.

B. The parties may enter into a new agreement upon expiration of this Agreement, and TENANT shall notify LESSOR in writing of its intention to enter into a new Agreement at least six (6) months prior to the expiration of this Agreement.

C. The Rent will be increased annually by three percent (3%).

D. Prior to the Effective Date, LESSOR shall provide to TENANT a completed, current version of Internal Revenue Service Form W-9, or equivalent. For any party to whom Rent payments are to be made, any successor in interest to LESSOR shall provide to TENANT (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) TENANT's payment direction form; and (iv) other documentation to verify LESSOR's or such other party's right to receive Rent payments as is reasonably requested by TENANT (collectively, the "**Rental Documents**"). Rent payments shall accrue in accordance with this Agreement, but TENANT shall have no obligation to deliver Rent payments until up to thirty (30) days after the Rental Documents have been received by TENANT. Upon receipt of the Rental Documents, TENANT shall deliver the accrued Rent payments as directed by LESSOR.

3. **Improvements and Modifications:** TENANT shall use the Leased Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. All improvements shall be at TENANT's expense. With respect to the Ground Space, TENANT shall have the right to replace, repair, augment, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof, and the technologies and/or frequencies over which the equipment operates, regardless of whether the equipment, antennas, conduits or frequencies are specified herein or in any exhibit attached thereto, provided TENANT does not use any space beyond the Ground Space leased hereunder. With respect to TENANT's space upon the Tower, TENANT has the right to install, modify, supplement, replace, upgrade, or relocate its equipment upon the Tower at any time during the Term upon LESSOR's prior written approval of TENANT's plans and specifications, a structural analysis prepared at TENANT's expense, and any other documents or information reasonably requested by LESSOR, such approval not to be unreasonably withheld, conditioned, or delayed. In the event that LESSOR does not furnish TENANT with such written approval or its specific reasons for disapproval within thirty (30) days after the date of TENANT's submission of a request for equipment modifications to LESSOR,

LESSOR will be deemed to have approved such request. Notwithstanding anything contained herein to the contrary, the Parties agree that TENANT shall be permitted to make "Like-for-Like Equipment Modifications" without approval from, but upon notice to, LESSOR and without incurring any increase in the then-current Rent. For purposes of this Agreement, "Like-for-Like Equipment Modifications" means removal of all or any portion of TENANT's equipment installed on the Tower and replacing the same with similar and comparable equipment (collectively, the "Replacement Equipment"), but only so long as the Replacement Equipment does not cause a material adverse effect on the structural integrity or loading of the Tower or on the aesthetics of the Tower.

If any modifications to the Tower are required solely in order to accommodate TENANT's equipment, then TENANT shall be responsible for the costs of such Tower modifications. LESSOR will conduct a Tower inspection upon completion of any TENANT modification to ensure work compliance. Should such inspection identify nonconforming work, TENANT shall, within thirty (30) days of receiving written notice from LESSOR (unless a greater period of time is granted in the reasonable discretion of LESSOR) correct such nonconforming work after which LESSOR will conduct another Tower inspection to approve the corrections. Cost of the aforementioned Tower inspections and any work corrections shall be at the sole cost and expense of TENANT and shall be conducted pursuant to the terms and conditions set forth in Paragraph 6 of this Agreement. If for any reason the Tower does not have sufficient height or loading capacity for TENANT's antennas, now or in the future, TENANT may, at its expense, and subject to LESSOR's sole prior approval, add additional height to the Tower subject to governmental approvals.

Except in cases of emergency, TENANT agrees to notify LESSOR at least one (1) week prior to the commencement of any installation or equipment delivery of its antennas or equipment. In the case of any emergency installation or equipment delivery, TENANT shall provide LESSOR with after-the-fact notice thereof as soon as reasonably practicable. TENANT shall be responsible for obtaining any required permits to make equipment modifications, if required by the Florida Building Code or any other applicable regulation.

4. **Approvals; Termination:** TENANT is responsible for obtaining all necessary federal, state and local governmental approvals required by any federal, state or local authorities for its use of the Leased Premises (collectively, the "Governmental Approvals"). TENANT shall apply, obtain, and follow through with any required permit and/or inspection as deemed necessary by the Pompano Beach Building Department. TENANT shall observe and comply with all applicable laws, statutes, ordinances, rules and regulations of the United States Government, the State of Florida, the County of Broward, the City of Pompano Beach and any department or agency of the above. LESSOR grants TENANT the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of the communications facility provided that the use of said area will not impede use of the land by the LESSOR or Broward County. TENANT will maintain the Leased Premises in a reasonable condition. It is understood and agreed that TENANT's ability to use the Leased Premises is contingent upon its obtaining, after the Effective Date of this Agreement, all Governmental Approvals. LESSOR shall cooperate with TENANT in its effort to obtain such Governmental Approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use thereof by TENANT. LESSOR agrees to sign such papers as are customarily and reasonably required to file such applications as may be required for the use intended by TENANT.

In the event that (A) any of TENANT's applications for any Governmental Approvals should be finally rejected, (B) any Governmental Approval issued to TENANT is canceled, expires, lapses or is otherwise withdrawn or terminated by governmental authority, or (C) TENANT determines any structural analysis is unsatisfactory, TENANT shall have the right to terminate this Agreement, with thirty (30) days' prior written notice to LESSOR. Notice of TENANT's exercise of its right to terminate shall be given to LESSOR in accordance with Section 19 below. Rent shall be paid through said termination date, and such Rent shall be retained by the LESSOR. Any prepaid Rent shall be returned to TENANT within thirty (30) days of the termination date. Upon such termination, except for Paragraph 13, "Indemnification and Insurance", which shall survive the termination of this Agreement, this Agreement shall become null and void, and the parties shall have no further obligations, including the payment of money, to each other.

5. **Contractors:** LESSOR shall have the option to approve TENANT's contractor(s) prior to (A) any installation and/or maintenance that will require access to the Tower and (B) any installation of the equipment shelter, such approval not to be unreasonably withheld, conditioned or delayed. All necessary electrical and/or grounding work shall be performed by an electrical contractor specifically approved by LESSOR, such approval not to be unreasonably withheld, conditioned or delayed. If LESSOR does not furnish TENANT with approval or its specific reasons for disapproval within ten (10) business days after the date of TENANT's submission of a contractor request, LESSOR will be deemed to have approved such request. Prior to the commencement of any work, TENANT shall furnish to LESSOR certificate(s) evidencing adequate coverage under the Workers Compensation Act of the State of Florida and adequate commercial general liability insurance with limits of \$4,000,000 per occurrence for bodily injury and property damage and limits of \$4,000,000 general aggregate.

6. **Standard for Performance:** TENANT, at its sole cost and expense, shall cause the approved work to be performed and completed in a good, substantial and workmanlike manner, free from faults and defects, and in compliance with all legal requirements. TENANT shall be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating all activities related to the work. Except as provided in Paragraph 4 of this Agreement, LESSOR shall have no duty or obligation to inspect the work but shall have the absolute right to do so.

7. **Completion of Work:** Whenever TENANT is required to perform any approved work upon the Leased Premises, TENANT shall promptly commence the work and, once commenced, diligently and continually pursue the work and direct the work utilizing TENANT's best efforts and reasonable care, and TENANT shall assign such qualified personnel to the work as may be necessary to cause the work to be completed in an expeditious fashion.

8. **Payment of Costs and Expenses; Taxes:** TENANT shall provide and pay for all labor, materials, goods and supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the work. TENANT shall promptly pay when due all costs and expenses incurred in connection with the work. TENANT agrees to promptly discharge, transfer or bond any lien that may be filed against the Premises which results from its use of the Leased Premises within thirty (30) days from notice of the filing thereof. TENANT shall pay all sales, consumer, use and similar taxes required by law in connection with the work, and shall secure and pay for all permits, fees and licenses necessary for the performance of the work.

9. **LESSOR's Repairs:** LESSOR will make, at its expense, all necessary repairs and replacements, as well as alterations required by any governmental authority having jurisdiction in and to the Tower and Leased Premises, unless the required repairs, replacements or alterations are solely required for the TENANT's communication equipment located on the Tower and if so, the TENANT shall make, at its expense, all necessary repairs, replacements, and alterations, as required.

10. **TENANT's Repairs:** TENANT shall maintain in a good state of repair and in good operating condition its antennas, equipment shelter and other equipment, all in accordance with good engineering practices and applicable governmental rules and regulations.

11. **Interference:** LESSOR and TENANT shall at all times exercise the greatest care and judgment to prevent interference or damage to the others' communications services. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission and/or interference of LESSOR's use, transmittal or communications. Interference shall also include disruption or prevention of use of other tenant's equipment currently located on the tower, caused by Tenant's use of the Leased Premises. TENANT acknowledges and agrees that the continuity of LESSOR's service is of paramount importance. TENANT will cause its engineers to verify by frequency search that its signal will not interfere with radiating or receiving facilities of LESSOR as of the date of execution of this Agreement and shall provide written documentation to LESSOR reflecting same. In the event interference is encountered by either party, both LESSOR and TENANT agree to exercise their best efforts to promptly and diligently resolve such problems after notice of any such interference. In the event that such efforts are unsuccessful, the non-interfering party shall notify the interfering party in writing, and the interfering party shall cease operations of the interfering equipment until the interference is cured.

LESSOR and TENANT agree that future tenants will also be bound by the interference provisions contained herein and that such future tenants will be required to perform interference studies to ensure no interference with the operations of both LESSOR and TENANT. Interference created by new tenants will be resolved at the expense of the new tenant, and the LESSOR reserves the right to immediately terminate any agreement with a tenant who interferes with the operations of LESSOR or current TENANT. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

12. **Indemnification and Insurance:**

A. TENANT shall indemnify, defend, and hold harmless, LESSOR, its officials, employees and agents, against any claims of liability or loss from personal injury, death or property damage to the extent resulting from or arising out of the use and occupancy of the Leased Premises by the TENANT, its employees, contractors, or agents, excepting, however, such claims or damages to the extent due to or caused by the acts of the LESSOR, or its employees, contractors, or agents. LESSOR agrees that TENANT may self-insure against any loss or damage which could be covered by a commercial general liability insurance policy which shall meet or exceed LESSOR's insurance coverage requirements as described on the attached **Exhibit "D,"** and incorporated herein by reference. Any such insurance coverage must be approved by LESSOR'S Risk Manager.

B. LESSOR shall not be liable to TENANT for any loss, theft, disappearance, damage, or destruction of any personal property stored or placed by TENANT in or on the Tower or surrounding property except to the extent due to or caused by the gross negligence or willful misconduct of LESSOR, or its employees, contractors, or agents.

13. **Hazardous Materials:** LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of any Hazardous Material (as defined below) on, under, about or within LESSOR's Premises in violation of any law or regulation. LESSOR and TENANT each agree that they will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within LESSOR's Premises in violation of any applicable law or regulation. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including, petroleum and asbestos). The Parties recognize that TENANT is only leasing a small portion of the Premises and that TENANT shall not be responsible for any environmental condition or issue except to the extent resulting from TENANT's specific activities and responsibilities.

14. **Removal:** TENANT, within ninety (90) days of the expiration or any earlier termination of this Agreement, at its own cost and expense, shall completely remove or have removed, its communications equipment, including antennas and associated mounting brackets and transmission equipment, concrete foundations and fencing (to a level of two (2) feet below the natural grade), and any other TENANT improvements or personal property within the Leased Premises. TENANT shall restore the Leased Premises to its original condition, except for ordinary wear and tear, to the reasonable satisfaction of LESSOR. If such time for removal causes TENANT to remain on the Leased Premises after the expiration or any earlier termination of this Agreement, TENANT shall pay Rent based on the existing monthly Rent rate, until such time as the removal of TENANT's equipment and personal property is completed.

15. **Default:** If either party defaults in fulfilling any of the covenants of this Agreement and such default shall continue for more than thirty (30) days after receipt of written notice from the non-defaulting party specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such thirty (30) day period, if the defaulting party shall not in good faith commence the curing or remedying of such default within such thirty (30) day period and shall not thereafter diligently proceed therewith to completion, then in any one or more of such events, the non-defaulting party may terminate this Agreement. Additionally, in the event of a default by either party, the non-defaulting party will have the right to pursue any other remedies available to it at law or in equity.

16. **Assignment, Sublease/Lease, Sale or Transfer:** TENANT may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of LESSOR; consent will not be unreasonably withheld, conditioned or delayed; provided, however, that TENANT may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 18 below. LESSOR may assign this Agreement upon written notice to TENANT, subject to the assignee assuming all of LESSOR's obligations herein, including but not limited to, those set forth in Paragraph 18 below. Notwithstanding anything to the contrary contained in this Agreement, TENANT may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom TENANT (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes

or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

17. **Waiver of LESSOR's Lien:**

A. LESSOR waives any lien rights it may have concerning TENANT's equipment and improvements at the Leased Premises, which are deemed TENANT's personal property and not fixtures, and TENANT shall have the right to remove the same at any time without LESSOR's consent.

B. LESSOR acknowledges that TENANT may have entered into a financing arrangement including promissory notes and financial and security agreements for the financing of TENANT's facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, LESSOR (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

18. **Notice:** All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail, return receipt requested, or by a nationally recognized courier that provides proof of delivery, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice:

LESSOR: City of Pompano Beach 100 W. Atlantic Blvd.
Pompano Beach, Florida 33060
Attention: Information Technologies

With a copy to:

Director of Procurement & Contracts
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061
Tel: 954-786-4098
Email: purchasing@copbfl.com

TENANT: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road Bedminster, New Jersey 07921
Attention: Network Real Estate
MDG: 5000138160

With a copy to:

Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920
MDG: 5000138160

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. **Subordination:** At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Leased Premises or right-of-way, provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also TENANT's right to remain in occupancy of and have access to the Leased Premises as long as TENANT is not in default of this Agreement. TENANT shall execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the Leased Premises is encumbered by a mortgage, the LESSOR, no later than thirty (30) days after this Agreement commences, shall have obtained and furnished to TENANT a non-disturbance instrument in recordable form for each such mortgage. In the event LESSOR fails to provide TENANT with such instrument within such time period, LESSOR agrees that TENANT may, at TENANT's option, withhold and accrue the monthly Rent until such time as the requested instrument is received by TENANT.

20. **Binding Agreement:** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns (when allowed to be assigned) of the parties thereto.

21. **Condemnation:** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein leased, is condemned by any legally constituted authority for any public use or purpose, or sold under threat thereof, then in either of said events the Term hereby granted shall cease from the time when possession of the Leased Premises, inclusive of the Tower, is taken by public authorities, and any prepaid Rent shall be returned to TENANT within thirty (30) days of such possession. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder, so long as the Leased Premises may be utilized for its intended purpose as a telecommunications facility. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's antennas and equipment, if taken.

22. **Agreement Recordable:** LESSOR and TENANT agree that a Memorandum of Agreement in the form annexed hereto as **Exhibit "E"** will be forwarded for recording or filing in the appropriate office of the County of Broward, and LESSOR and TENANT agree to take such actions as may be necessary to permit such recording or filing.

23. **Miscellaneous:**

A. LESSOR covenants that TENANT, upon timely payment of Rent and performing the covenants contained herein, shall peaceably and quietly have, hold and enjoy the Leased Premises.

B. LESSOR covenants that LESSOR has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Leased Premises.

C. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.

D. This Agreement shall be executed in four (4) counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same Agreement.

24. **Governing Laws & Venue and Waiver of Jury by Trial:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in or in any federal court having jurisdiction over Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

25. **Final Agreement:** This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated into this Agreement, shall be binding on any of the parties. The date of this Agreement shall be the day upon which it becomes fully executed by all parties.

26. **Cancellation:** TENANT will have the right to terminate this Agreement, for any reason, by giving (6) months' prior written notice to LESSOR. Notwithstanding anything to the contrary, if TENANT terminates this Agreement pursuant to Paragraph 5 above, it shall only be required to provide LESSOR with thirty (30) days' prior written notice thereof. At the time of any termination of this Agreement, LESSOR will refund any unused portions of any Rent payment made, if any.

27. **Public Records:**

A. The CITY is a public agency subject to Chapter 119, Florida Statutes. The TENANT shall comply with Florida's Public Records Law, as amended. Specifically, the TENANT shall:

i. Keep and maintain public records required by the CITY in order to perform the services identified herein.

ii. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following the expiration or any earlier termination of this Agreement if the TENANT does not transfer the records to the CITY.

iv. Following the expiration or any earlier termination of this Agreement, transfer, at no cost to the CITY, all public records in possession of the TENANT, or keep and maintain public records required by the CITY to perform the services identified herein. If the TENANT transfers all public records to the CITY upon the expiration or any earlier termination of this Agreement, the TENANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TENANT keeps and maintains public records upon the expiration or any earlier termination of this Agreement, the TENANT shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

B. Failure of the TENANT to provide the above-described public records to the CITY within a reasonable time may subject TENANT to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

28. **Terminated Agreement:** LESSOR and TENANT agree that this Agreement terminates and replaces that certain Lease Agreement dated November 28, 2000, by and between LESSOR and TENANT (or their respective predecessors-in-interest) and referenced by TENANT as Contract # 34034 (as may have been amended, assigned or otherwise modified as of the Effective Date, the "Terminated Agreement"). LESSOR and TENANT acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, TENANT may continue to make, and LESSOR may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth above.

"TENANT":

Witnesses:

R. Madson

Raven Madson
(Print or Type Name)

J. Boynton

Justin Boynton
(Print or Type Name)

Cellco Partnership d/b/a Verizon Wireless

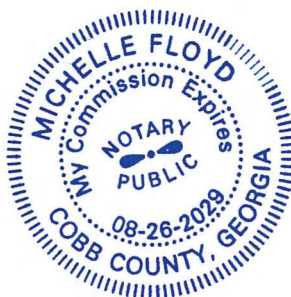
By: R. L. L. Bolt

Richard Bolt
Typed or Printed Name Sr. Director Network Engineering

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7 day of July, 2026, by Richard Bolt as Sr. Dir - Network Engineering of Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, on behalf of said general partnership. He/she is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:



Michelle Floyd
NOTARY PUBLIC, STATE OF Georgia

Michelle Floyd
(Name of Acknowledger Typed, Printed or Stamped)

W-00714743
Commission Number

“LESSOR”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED
CITY CLERK

(SEAL)

Approved as To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of __November_____, 2026, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **KERVIN ALFRED** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

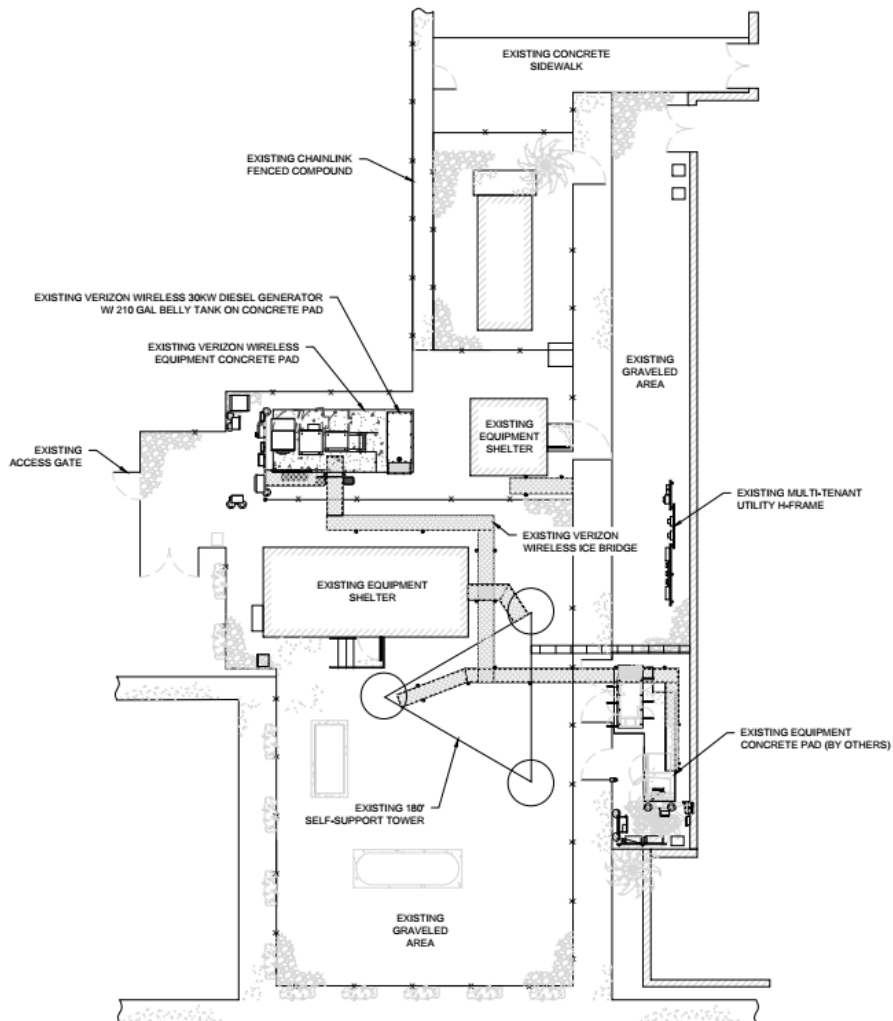
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A-1

DESCRIPTION OF THE GROUND SPACE



COMPOUND PLAN

GRAPHIC SCALE

0' 7.5' 15'



(SCALE IN FEET)
11x17 SCALE: 1"=15'

EXHIBIT A-2

DESCRIPTION OF TENANT'S SPACE ON THE TOWER

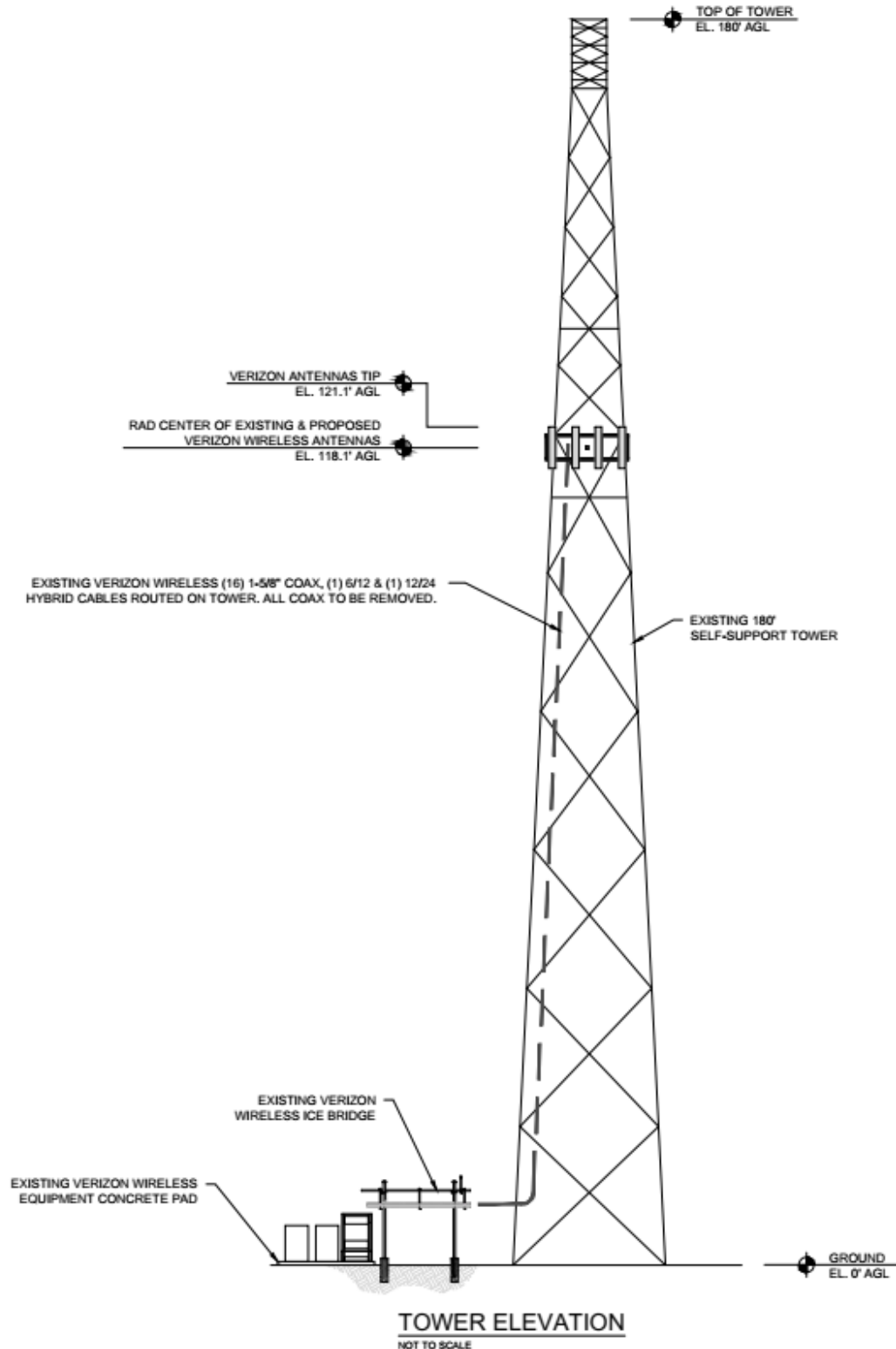
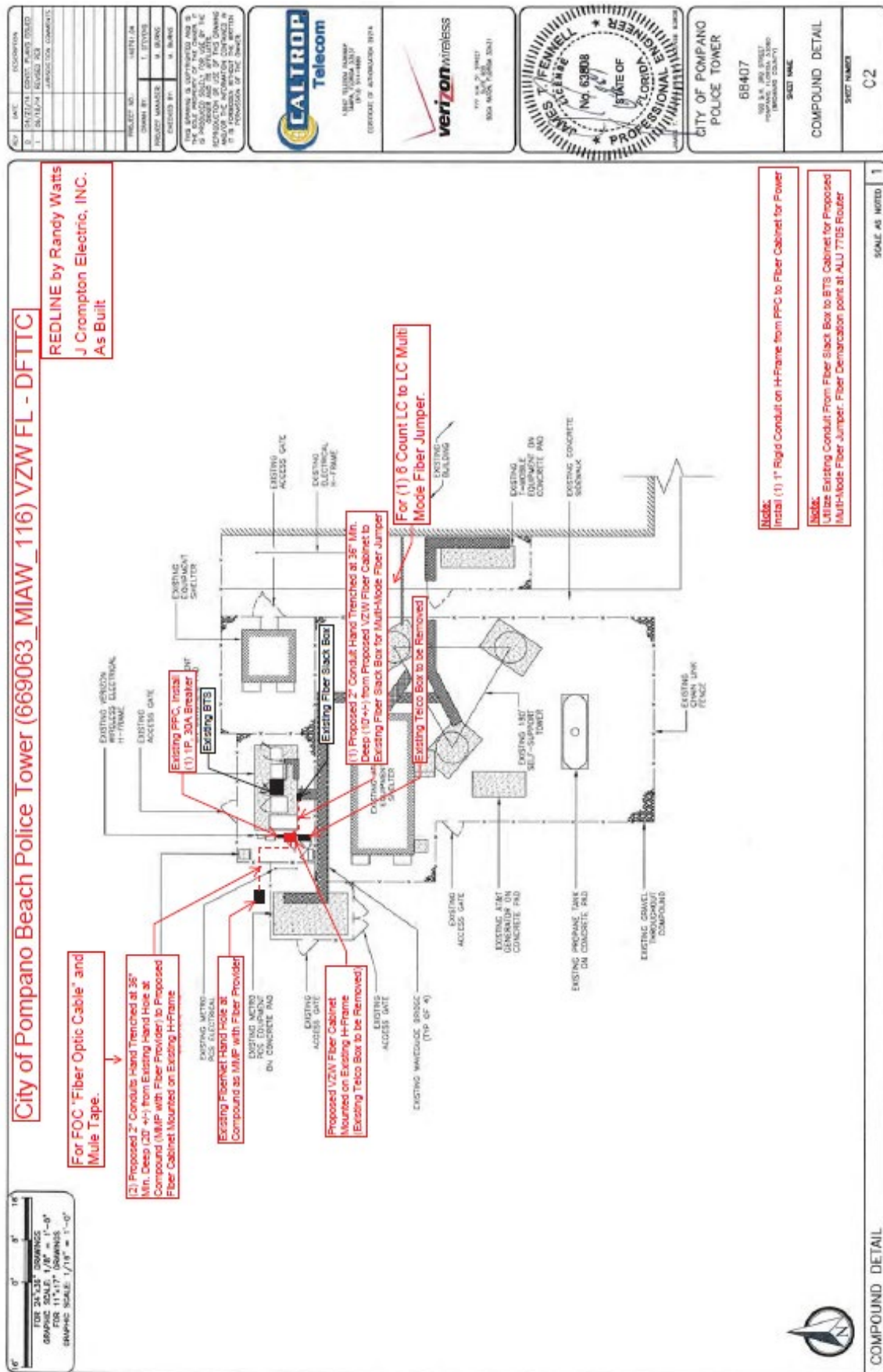


EXHIBIT A-3

DESCRIPTION OF THE SUPPORT SERVICES SPACE

[See attached 3 pages.]



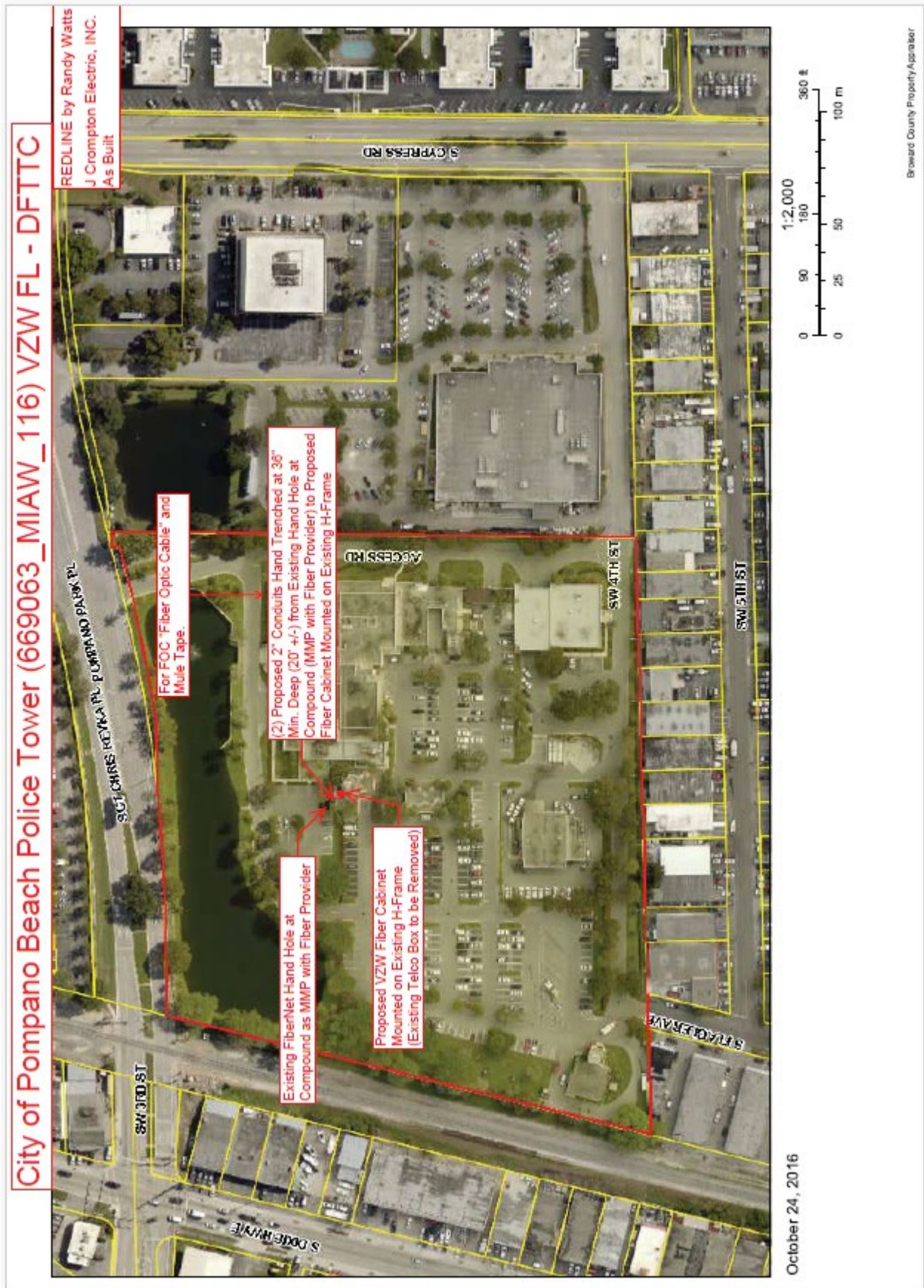
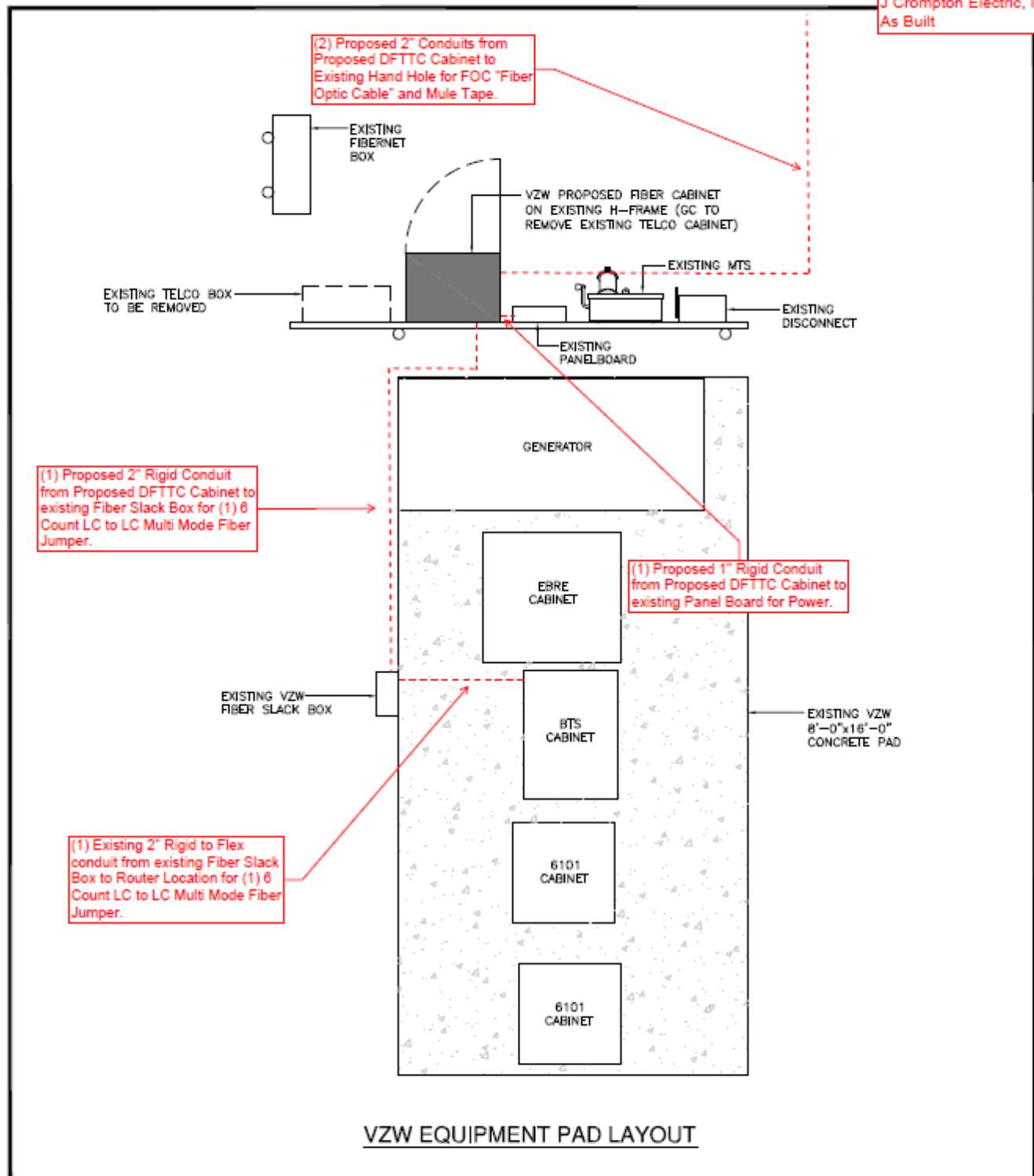


EXHIBIT A-3 (Page 3/3)

REDLINE by Randy Watts
J Crompton Electric, INC.
As Built



verizon ✓
3503 TECHNOLOGICAL AVE,
ORLANDO, FLORIDA 32817

EXCELL
COMMUNICATIONS, INC.
EXCELL COMMUNICATIONS, INC.
3608 7th COURT SOUTH
BIRMINGHAM, ALABAMA 35222
PHONE: 205.955.0198
FAX: 205.956.2632

SITE NAME:
**CITY OF POMPAÑO
BEACH POLICE TOWER**
MARKET - CELL ID #:
MIAW - 116
DESCRIPTION:
PAD LAYOUT

ISSUED: 11/27/16
REVISED:
REVISED:
REVISED:
PAGE:
1 OF 1

EXHIBIT B

LIST OF TENANT'S TOWER-BASED EQUIPMENT

- (10) antennas
- (2) hybrid cables
- (5) remote radio units
- (2) OVP boxes

EXHIBIT C
SITE SURVEY

(To be included only in the case it is required by the CITY)

EXHIBIT D INSURANCE REQUIREMENTS

TENANT shall maintain, at its sole cost and expense, insurance or self-insurance in the types and amounts set forth below throughout the Term of this Agreement and any holdover period. All insurance carriers shall be authorized to do business in the State of Florida and shall have an A.M. Best rating acceptable to LESSOR.

1. Commercial General Liability

TENANT shall maintain Commercial General Liability insurance written on an occurrence form, including coverage for bodily injury, property damage, personal and advertising injury, contractual liability, premises/operations, products/completed operations, and independent contractors' liability, with limits of:

- **\$2,000,000 each occurrence**
- **\$4,000,000 general aggregate**
- **\$4,000,000 products/completed operations aggregate**

Coverage shall apply to TENANT's use, occupancy, operation, maintenance, repair, installation, modification, and removal of equipment and improvements located on or about the Leased Premises.

2. Workers' Compensation and Employers Liability

TENANT shall maintain Workers' Compensation insurance in compliance with the laws of the State of Florida and Employers Liability coverage with limits of not less than:

- **\$1,000,000 each accident**
- **\$1,000,000 disease – each employee**
- **\$1,000,000 disease – policy limit**

This requirement shall apply to TENANT. TENANT shall require its contractors and subcontractors to obtain and maintain substantially the same insurance as required of TENANT with limits equivalent to the limits required of the TENANT in this agreement for the work or service to be provided to the extent required by law.

3. Commercial Automobile Liability

If vehicles are used in connection with access to, operation at, or work on the Leased Premises, TENANT shall maintain Commercial Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit of:

- **\$2,000,000 per accident** for bodily injury and property damage.

4. Property Insurance

TENANT shall be solely responsible for insuring its own antennas, equipment, fixtures, conduits, cables, shelters, and all other personal property and improvements installed by or on behalf of TENANT. LESSOR shall have no responsibility for loss of or damage to TENANT's property

except to the extent caused by LESSOR's negligence or willful misconduct.

5. Additional Insured

The following shall be included as **Additional Insureds as their interest may appear under this Agreement** on TENANT's Commercial General Liability policy:

- **City of Pompano Beach**
- its elected and appointed officials,
- officers,
- employees, and
- volunteers,

but only with respect to liability arising out of TENANT's use, occupancy, maintenance, operation, installation, repair, modification, or removal of equipment and related activities at the Leased Premises.

Additional Insured status shall apply on a form at least as broad as:

- **CG 20 10 – Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization (ongoing operations), and**
- **CG 20 37 – Additional Insured – Owners, Lessees or Contractors – Completed Operations**

or equivalent forms acceptable to LESSOR.

Prior to commencement of any work, TENANT shall ensure that all contractors and subcontractors performing work at the Leased Premises obtain and maintain substantially the same insurance as required of TENANT with limits equivalent to the limits required of the TENANT in this agreement for the work or service to be provided to the extent required by law.

Upon request by LESSOR, TENANT shall provide certificates of insurance evidencing such coverage.

All contractors performing work on the Tower or Premises shall comply with all applicable safety, permitting, and regulatory requirements. TENANT shall remain fully responsible for the acts and omissions of its contractors and subcontractors.

6. Primary and Non-Contributory

TENANT's Commercial General Liability insurance shall be **primary and non-contributory** with respect to any insurance or self-insurance maintained by LESSOR. Any insurance or self-insurance maintained by LESSOR shall be excess of, and shall not contribute with, TENANT's insurance. This requirement shall be evidenced by endorsement on a form at least as broad as:

- **CG 20 01 – Primary and Noncontributory – Other Insurance Condition**

or equivalent form acceptable to LESSOR.

7. Waiver of Subrogation

TENANT shall cause its insurers to waive all rights of subrogation against LESSOR, its elected and appointed officials, officers, employees, agents, and volunteers with respect to losses arising out of this Agreement, to the extent permitted by law. This requirement shall apply to Commercial General Liability, Automobile Liability, Workers' Compensation, and Employers Liability coverage.

8. Evidence of Coverage

Prior to commencement of the Term, and thereafter upon renewal or request by LESSOR, TENANT shall furnish LESSOR with:

- Certificates of Insurance, and
- copies of all required endorsements,
including but not limited to:
 - Additional Insured endorsement,
 - Primary and Non-Contributory endorsement, and
 - Waiver of Subrogation endorsement.

A certificate of insurance alone shall not satisfy this requirement if the required endorsements are not attached or otherwise provided.

9. Notice of Cancellation or Material Change

TENANT shall provide LESSOR with written notice of cancellation, non-renewal, or material reduction in coverage in accordance with the terms of the policy. TENANT shall be responsible for maintaining continuous coverage as required by this Agreement.

10. Self-Insurance

If TENANT proposes to satisfy any insurance obligation through self-insurance, such self-insurance shall be subject to prior written approval by LESSOR's Risk Manager. As a condition of approval, TENANT shall provide documentation satisfactory to LESSOR demonstrating financial capacity and a self-insurance program providing protection substantially equivalent to the insurance required by this Agreement.

Any approved self-insurance program shall expressly provide, or TENANT shall separately covenant, that:

- TENANT's obligations to defend, indemnify, and hold harmless LESSOR remain fully enforceable;
- coverage shall respond on a basis equivalent to **primary and non-contributory** insurance where required herein; and
- the protections intended by the Additional Insured and Waiver of Subrogation requirements are preserved to the fullest extent available.

Approval of self-insurance by LESSOR shall not be construed as a waiver of TENANT's indemnity obligations under this Agreement.

11. Contractors and Subcontractors

TENANT shall require all contractors and subcontractors performing work at the Leased Premises to maintain insurance appropriate to their operations, including Workers' Compensation and Commercial General Liability coverage, and to comply with all applicable legal requirements. Upon request, TENANT shall provide proof of such coverage to LESSOR.

12. Insurance

A. Insurance Requirements

TENANT shall, at its sole cost and expense, maintain in full force and effect throughout the Term of this Agreement and any holdover period, the insurance coverages set forth in Exhibit "D."

Such insurance shall include, at a minimum:

1. **Commercial General Liability insurance** on an occurrence form with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate, including coverage for premises/operations, products/completed operations, contractual liability, and independent contractors;
2. **Workers' Compensation and Employers Liability insurance** as required by Florida law;
3. **Automobile Liability insurance** where applicable with limits not less than \$1,000,000 combined single limit.

B. Primary and Non-Contributory

TENANT's insurance shall be **primary and non-contributory** with respect to any insurance or self-insurance maintained by LESSOR. Any insurance maintained by LESSOR shall be excess of and shall not contribute with TENANT's insurance.

This requirement shall be evidenced by endorsement on a form at least as broad as **ISO CG 20 01**, or equivalent.

C. Evidence of Insurance

Prior to commencement of any use or occupancy of the Leased Premises, and thereafter upon renewal or request, TENANT shall furnish LESSOR with certificates of insurance and copies of all required endorsements, including Additional Insured, Primary and Non-Contributory, and Waiver of Subrogation endorsements.

A certificate of insurance alone shall not satisfy this requirement.

D. No Limitation of Liability

The insurance requirements set forth herein shall not be construed to limit TENANT's liability or obligations under this Agreement, including its indemnification obligations.

E. Minimum Insurance Requirement Outline

TENANT shall not commence services under the terms of this Agreement until certificates of insurance evidencing the coverage required herein have been received and reasonably approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

TENANT is responsible to deliver to the CITY for timely review and reasonable approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which include on a primary basis, the CITY as an additional insured as their interest may appear under this Agreement on the commercial general liability, automobile liability and pollution liability insurance. **Such policy or policies shall be issued by companies authorized to do business in the State of Florida. The policies shall be maintained with insurer(s) meeting a minimum financial A.M. Best and Company rating of no less than A-:VII or better and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Upon request, and at reasonable times, TENANT will make its policies available for review by the City at a local TENANT office, in the presence of a Verizon representative. Upon completion of the review no copies will be made, and all policies will be returned to TENANT's Corporate Risk Management Department in Basking Ridge, New Jersey.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by TENANT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by TENANT under this Agreement.

Throughout the term of this Agreement, TENANT shall and shall require all subcontractors or other agents hereunder to obtain and maintain substantially the same insurance as required of TENANT with limits commensurate with the work or service to be provided, at its sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which TENANT is obligated to pay compensation to employees engaged in the performance of the work. TENANT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employee in the course of their employment; and Employer's Liability with a limit of \$1,000,000 each accident/ \$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.

- B. Liability Insurance.

(1) Including the City of Pompano Beach as an additional insured as City's interests may appear under this Agreement, on General Liability Insurance only, relative to claims which arise from Tenant's negligent acts or omissions in connection with Tenant's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	\$2,000,000 Per Occurrence and \$4,000,000 General Aggregate
* Policy to be written on an occurrence basis (Minimum limits above for bodily injury and property damage)	
XX comprehensive form	bodily injury and property damage
XX premises - operations	
XX explosion & collapse hazard	
— underground hazard	
XX products/completed	
— operations hazard	
XX contractual liability insurance	
XX personal and advertising injury	
XX ISO Form CG 20 10	ongoing operations (or its equivalent)
XX ISO Form CG 20 37	completed operations (or its equivalent)
— sexual abuse/molestation	\$1,000,000 Per Occurrence and Aggregate
AUTOMOBILE LIABILITY:	\$2,000,000 Combined Single Limit each accident - bodily injury and property damage
covering all	
XX owned	
XX hired	
XX non-owned	
ERRORS & OMISSIONS LIABILITY	Per Claim and Aggregate
XX Telecommunications, Media and Technology	\$2,000,000
— Errors & Omissions Liability Including Network	
— Security and Cyber Liability	

C. Policies: Whenever, under the provisions of this Agreement, insurance is required of TENANT, TENANT shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies.

D. Insurance Cancellation. Upon receipt of notice from its' insurer(s), TENANT shall provide the CITY with thirty (30) days' written notice of cancellation of any required coverage.

E. Waiver of Subrogation. TENANT hereby waives any and all right of subrogation against the CITY, its officers and its employees for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then TENANT shall notify the insurer

and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should TENANT enter into such an agreement on a pre-loss basis.

F. If Professional Liability insurance is required, TENANT agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Cellco Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: LM Insurance Corporation</td><td>33600</td></tr><tr><td>INSURER B: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C: Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LM Insurance Corporation	33600	INSURER B: Liberty Insurance Corporation	42404	INSURER C: Liberty Mutual Fire Ins Co	23035	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Liberty Insurance Corporation	42404														
INSURER C: Liberty Mutual Fire Ins Co	23035														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 570121804339**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	TB7691550588146	06/30/2026	06/30/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		Y	AS2-691-550588-126 AOS AS2-691-550588-136 NH - Primary TL2-691-550588-186 NH - Excess	06/30/2026 06/30/2026 06/30/2026	06/30/2027 06/30/2027 06/30/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WA569D550588096 AOS WC5691550588086 WI, MN	06/30/2026 06/30/2026	06/30/2027 06/30/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Site Name: Pompano Beach Police, Tower 100 SW 3rd, St. Pompano Beach, FL 33060, MDG No. 5000138160. City of Pompano Beach is included as an Additional Insured with respect to the General Liability policy. General Liability policy shall apply as Primary Insurance & Non-Contributory to each Additional Insured listed herein. Where permitted by law, the Named Insured parties listed herein waive all rights against the City of Pompano Beach, its officers and its employees and each Additional Insured party listed herein for recovery of damages to the extent these damages are covered by the above-referenced General Liability, Automobile Liability and workers' Compensation policies and, as further limited by written contract between the parties.

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach FL 33060 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
--	---

Holder Identifier :

Certificate No : 570121804339



THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

ADDITIONAL POLICIES	If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.
----------------------------	--

© 2008 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	All location(s) where work is being done for the location.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AND NON-RENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
GARAGE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MOTOR TRUCK CARGO COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRINTERS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK
WAREHOUSEMAN'S LEGAL LIABILITY COVERAGE PART

We will not cancel or non-renew this policy or make changes that reduce the insurance afforded by this policy until written notice of cancellation, non-renewal or reduction has been mailed or delivered to those scheduled below at least

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
- b) 30 days before the effective date of the cancellation, non-renewal or reduction if we cancel or reduce the insurance afforded by this policy for any other reason.

NAME

ADDRESS

Per schedule on file with the Company

Per schedule on file with the Company

Policy Number: AS2-691-550588-126

Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule	
Name of Other Person(s)/ Organization(s):	Email Address:
Per Schedule on file with the Company	Per Schedule on file with the Company

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B.** This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):

Email Address:

Per Schedule on file with
Verizon Communications, Inc.

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-69D-550588-096

Effective Date

Premium \$

Issued to Verizon Communications Inc.

Endorsement No.

EXHIBIT E

MEMORANDUM OF AGREEMENT

[See attached.]

STATE of FLORIDA)
)
COUNTY of BROWARD)

Tenant Site ID: Pompano Beach Tower / 5000138160

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement ("Memorandum") is made this _____ day of _____ 2026, by and between the **City of Pompano Beach**, a municipal corporation of the State of Florida, with an address of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "LESSOR", and **Cellco Partnership d/b/a Verizon Wireless**, a Delaware general partnership with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter referred to as "TENANT".

1. LESSOR is the owner of certain real property located at 100 SW 3rd Street, Pompano Beach, Florida, Broward County, Florida (the entirety of LESSOR's property is referred to hereinafter as the "Property"). The Property is described on Exhibit A attached hereto and incorporated herein by reference.
2. LESSOR and TENANT have entered into that certain Lease Agreement (the "Agreement") on _____, 2026, for a term of 10 years, commencing on the first day of the month following the Effective Date of the Agreement. Pursuant to the Agreement, LESSOR leases certain premises to TENANT for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. A depiction of the premises leased by TENANT is included in the Agreement.
3. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors, and assigns of LESSOR and TENANT. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

(Signatures appear on the following two (2) pages.)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed on the date set forth above.

"TENANT":

Witnesses:

R. Madison

Raven Madison
(Print or Type Name)

J. Baynton

Justin Baynton
(Print or Type Name)

Cellco Partnership d/b/a Verizon Wireless

By: R. L. Bolt

Richard Bolt
Typed or Printed Name, Title
Sr. Director, Network Engineering

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7 day of July, 2026, by Richard Bolt as Sr. Dir - Network Engineering of Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, on behalf of said general partnership. He/she is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:



Michelle Floyd
NOTARY PUBLIC, STATE OF Georgia

Michelle Floyd
(Name of Acknowledger Typed, Printed or Stamped)

W-00714743
Commission Number

“LESSOR”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED
CITY CLERK

(SEAL)

Approved as To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of __November_____, 2026, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **KERVIN ALFRED** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit A

Legal Description of the Property

DESCRIPTION OF PARENT TRACT

Parcel "A", P.B.P.F. PLAT, according to the Plat thereof, as recorded in Plat Book 139, page 18, of the Public Records of Broward County, Florida.