

**FIRST AMENDMENT TO
WATER TOWER LEASE AGREEMENT**

This First Amendment to Water Tower Lease Agreement (“First Amendment”) being made this _____ day of _____, 2021_, by and between the Township of Cranberry, with its principal offices located at 2525 Rochester Road, Cranberry, Pennsylvania 16066 (“LESSOR”), and Pennsylvania RSA No. 6 (II) Limited Partnership, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“LESSEE”).

WHEREAS, the Municipal Sewer and Water Authority of Cranberry Township and LESSEE entered into a Water Tower Lease Agreement dated November 30, 2001 (“Lease”), with respect to certain space on the LESSOR’s property and water tower, located in Cranberry Township, Butler County, Commonwealth of Pennsylvania, as shown in the Plan Book, Volume 101, pages 25 and 26, recorded in the Office of the Recorder of Deeds for Butler County, and being further described in Deed Book 1251 at Page 423 as recorded in the Butler County Recorder’s Office; and

WHEREAS, the Municipal Sewer and Water Authority of Cranberry Township was subsequently dissolved and has assigned its rights under the Lease to LESSOR; and

WHEREAS, LESSOR and LESSEE desire to amend the Lease to reflect extension and rental terms.

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration and intending to be legally bound hereby, LESSOR and LESSEE agree to the following changes and modifications to the Lease:

1. Effective November 30, 2021, the Lease shall be extended for an initial extension term of five (5) years. Upon expiration of the initial extension term, the Lease shall automatically be extended for three (3) additional five (5) year terms, unless LESSEE terminates the Lease at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
2. LESSEE shall pay LESSOR an annual rental of Forty-Two Thousand Dollars (\$42,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm, or place as LESSOR may designate in writing at least thirty (30) days in advance of any rental payment date.
3. The annual rent shall increase by 2.5% over the previous year’s rental amount.
4. Within thirty (30) days of the execution of this First Amendment, LESSEE shall pay to LESSOR a one-time grant for identified maintenance and upkeep of the Lease site (“Maintenance Grant”). The Maintenance Grant shall be in the amount of Ten Thousand Dollars (\$10,000.00).
5. Section 2, “SURVEY,” of the Lease is hereby repealed in its entirety.

6. Section 6, "USE; GOVERNMENTAL APPROVALS," is hereby amended to remove the phrase "All other LESSEE improvements to Premises or Equipment shall be subject to LESSOR's prior consent, which consent will not be unreasonably withheld, conditioned or delayed."
7. LESSEE shall be permitted to make the Equipment modifications set forth in Exhibit I under this First Amendment. All other LESSEE improvements to Premises or Equipment that increase tower loading or otherwise exceed the Equipment or Premises detailed in Exhibit A and Exhibit B of the Lease and Exhibit I to the First Amendment shall be subject to LESSOR's prior consent and may, at the sole discretion of LESSOR, require additional compensation be provided to LESSOR. For purposes of clarification, the parties agree that "like for like" Equipment swaps shall not be subject to additional compensation. LESSEE shall remove all obsolete or unused Equipment following any such modifications or improvements. LESSEE shall provide updated as-built plans to LESSOR within thirty (30) days of such modifications or improvements.
8. LESSEE shall not repair or replace its equipment or any portion thereof without first obtaining all Governmental Approvals required by Federal, State or Local authorities. LESSEE shall provide LESSOR with ten (10) days' written notice of the date on which LESSEE will commence work on the repair or replacement. LESSEE shall remove all obsolete or unused Equipment following any such repair or replacement.
9. LESSEE, upon termination of the Lease, shall, within ninety (90) days, remove its building(s), antenna structure(s), fixtures, and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. After termination of the Lease and until such time as all LESSEE equipment, fixtures, and personal property have been removed and the Property has been returned to its original condition, reasonable wear and tear excepted, LESSEE shall pay rent at the rate of one hundred twenty-five percent (125%) of the then existing monthly rate. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law, to the extent that such removal will not materially interfere with any existing use of the Property.
10. In the event that LESSEE fails to cure any default in accordance with the notice and cure requirements established by Section 24 of the Lease, LESSOR shall have the right to terminate the Lease. This right to terminate shall be in addition to LESSOR's right to pursue any remedies in law or equity.
11. All capitalized terms herein shall have the meaning ascribed to them in this First Amendment or the Lease, as applicable.
12. In the event of any inconsistency between this First Amendment and Lease, this First Amendment shall control.

Except as modified by this First Amendment, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

The Township of Cranberry

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

**Pennsylvania RSA No. 6 (II) Limited Partnership
d/b/a Verizon Wireless**

By: Cellco Partnership, its General Partner

By: _____

Name: _____

Title: _____

Date: _____

Exhibit I

Qty 3 - SBNHH-1D65B - antennas
Qty 4 - NHH-45B-R2B - antennas
Qty 4 - NHHSS-45B-R2BT4 - antennas
Qty 1 - MF1601D-25A - antenna
Qty 4 - MT6407-77A - antennas

Qty 3 - B2/B66A RRH-BR049 - RRH
Qty 4 - B5/B13 RRH-BR04C - RRH
Qty 4 - CBRS RRH - RT4401-48A - RRH
Qty 1 - MF1601D-25A - RRH
Qty 4 - MT6407-77A - RRH

Qty 3 – RRFDC-3315-PF-48 – OVP

Qty 12 - Lines of 1 5/8"