

**ORDINANCE NO. 2021-11**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, APPROVING THE FIRST AMENDMENT TO LAND LEASE  
AGREEMENT BETWEEN THE TOWNSHIP OF RADNOR AND CELLCO  
PARTNERSHIP D/B/A VERIZON WIRELESS**

*WHEREAS*, Radnor Township and Cellco Partnership, d/b/a Verizon Wireless previously entered into a Land Lease Agreement dated March 25, 1997, for a portion of property owned by Radnor Township for the installation of utilities at the property located at 301 Iven Avenue, Wayne, PA; and

*WHEREAS*, Cellco Partnership, d/b/a Verizon Wireless desires to extend the term of its lease for four (4) additional extension terms of five (5) years each; and


*WHEREAS* § 3.01 of the Radnor Township Home Rule Charter permits the lease of real property by the Township for a term in excess of three years by ordinance.

*NOW, THEREFORE*, be it hereby *ENACTED* and *ORDAINED* that the Radnor Township Board of Commissioners hereby approves the Land Lease Agreement with Cellco Partnership, d/b/a Verizon Wireless, effective October 1, 2021 for a four (4) additional extension terms of five (5) years each, a copy of which is attached hereto and incorporated herein.

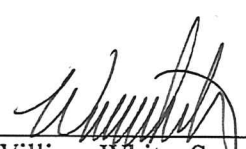
*ENACTED AND ORDAINED* this 18 day of October, 2021.

RADNOR TOWNSHIP

By:

  
Name: Jack Larkin  
Title: President

ATTEST:

  
William White, Secretary

## FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement, hereinafter referred to as the "Amendment", is made this 18<sup>th</sup> day of October, 2021 (the "Effective Date"), between Radnor Township, a Pennsylvania municipal corporation, with its principal office located at 301 Iven Avenue, Wayne, Pennsylvania 19087, hereinafter referred to as "Lessor", 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 referred to as "Lessee". At times, Lessor and Lessee may be referred to collectively as "the Parties".

### WITNESETH

**WHEREAS**, the Parties entered into that certain Land Lease Agreement dated March 25, 1997 (the "Agreement"), whereby Lessee leased a portion of the property owned by Lessor, together with rights of ingress and egress and for the installation of utilities at the property located at 301 Iven Avenue in Radnor Township, Wayne, Delaware County, Pennsylvania (the "Property"), said Property identified as Parcel Number 22-04300029940 Map 36-22 on the Delaware County Tax Map, designated as Delaware County Folio Number 36030163410, and being further identified in Deed Book Volume 37 at Page 1380 as recorded in the office of the Delaware County Recorder of Deeds; and

**WHEREAS**, Lessee desires to make extend its tenancy at the Property and to make certain other changes to the Agreement, to all of which Lessor is amenable.

**NOW, THEREFORE**, in exchange for the promises hereinafter made and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties hereby agree that, in addition to the original four (4) five (5) year extension terms provided for in section 4 of the Agreement, the Agreement shall automatically be further extended for four (4) additional extension terms of five (5) years each unless Lessee terminates the Agreement by giving Lessor written notice of its intention to so terminate at least six (6) months prior to the end of the then-current extension term. The Parties hereby stipulate that such additional extension terms shall run as follows: (i) fifth (5<sup>th</sup>) extension term October 1, 2021 – September 30, 2026; (ii) sixth (6<sup>th</sup>) extension term October 1, 2026 – September 30, 2031; (iii) seventh (7<sup>th</sup>) extension term October 1, 2031 – September 30, 2036; and (iv) eighth (8<sup>th</sup>) extension term October 1, 2036 – September 30, 2041.
2. As of the Effective Date, Section 6 of the Agreement is further amended by the addition of the following:

“If at the end of the eighth (8<sup>th</sup>) five (5) year extension term this Lease has not been terminated by either Party by giving to the other Party written notice of an intention to terminate it at least three (3) months prior to the end of such term, then this Agreement shall continue in force upon the same covenants, terms and conditions for a term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other Party written notice of an intention to terminate it at least three (3) months prior to the end of such term. Annual rental for each year of any such additional term(s) shall be equal to 103.5% of the rental paid for the immediately preceding year.”

3. Notwithstanding anything to the contrary in the Agreement, the Parties hereby agree that the annual rental for each year of the fifth (5<sup>th</sup>) five (5) year extension term commencing October 1, 2021 and for each year of each subsequent five (5) year extension term thereafter shall be equal to one hundred three and one-half percent (103.5%) of the annual rental payable for the immediately preceding year.

4. As of the Effective Date hereof, Section 18 of the Agreement is hereby amended such that (i) notices may be sent by either party to the other via commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender and (ii) written notices to Lessee shall be sent to Lessee at the following address: “Cellco Partnership d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate”.

5. The following provision is hereby added to the Agreement as a new Section 26:

“TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or

billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE."

6. TOWER LEASE. Notwithstanding anything in the Agreement to the contrary, the Parties acknowledge that the Agreement is contingent upon the continuation of that certain Lease of Site for Communications Facilities dated November 7, 1996 (the "Tower Agreement"), originally between LESSEE and Adelphia Cablevision Associates of Radnor, L.P., and its successors and assigns, as such Tower Agreement may have been amended from time to time. If for any reason such Tower Agreement expires or is otherwise terminated by either party thereto, then the Agreement shall be coterminous and, at LESSEE's sole discretion and upon written notice to LESSOR, the Agreement shall also terminate effective on the same date as the termination date of the Tower Agreement or on another date of LESSEE's choosing.

7. Except as modified herein, all other terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect. In the event of any conflict between the Agreement and the provisions of this Amendment, the provisions herein shall prevail and shall supersede conflicting terms and conditions, if any. This First Amendment may be executed in electronic signatures transmitted and received via electronic transmission of a scanned document (e.g., pdf, DocuSign or similar format) are true and valid signatures for this First Amendment and, shall have the same force and effect as original ink signatures, and shall bind the Parties hereto.

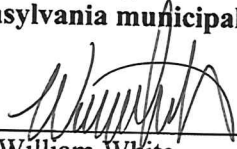
PHI South Radnor SRD (Ground)  
NG #3759  
Lozier, 4-18-21

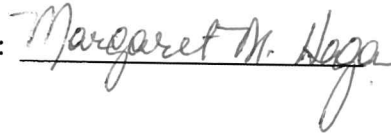
IN WITNESS WHEREOF, the Parties have set their hands and affixed their respective seals the date and year first above written.

**Lessor:**

**Witness:**

**Radnor Township**  
**A Pennsylvania municipal corporation**

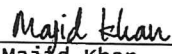
By:   
William White  
Its: Township Manager  
Date: 10/18/2021

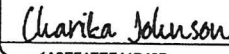
Name: 

**Lessee:**

**Witness:**

**Cellco Partnership d/b/a Verizon Wireless**

By:   
Name: Majid Khan  
Title: Director - Tristate Network Engineering  
Date: Jun 14, 2021

Name:   
DocuSigned by: 1A0FF1FEF11B48B...