



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Robert G. Vidoni, Esq., City Clerk

From: William P. Leeson, Esq., City Solicitor

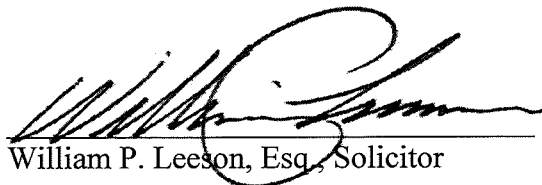
Re: First Amendment to Tower Lease Agreement
Lessee Name: Allentown SMSA Limited Partnership d/b/a Verizon Wireless
Location: Rodgers and Lewis Street Tower Site

Date: June 30, 2021

Attached is a proposed Resolution and associated First Amendment to Tower Lease Agreement for Council's consideration. The Amendment extends the term of the lease and otherwise modifies the lease as provided therein.

In November of 2020, City Council adopted Resolution 2020-198 authorizing the Mayor and Controller to execute the subject First Amendment to Tower Lease Agreement. Since the prior Council approval, the Lessee undertook a survey of the leased premises and has submitted a revised Amendment document to the City with more precise legal descriptions in Exhibit A. This Amendment presents no change to the prior approved leased area. The City's Engineering Bureau and Electrical Bureau have reviewed the updated legal descriptions and confirmed that they are acceptable. Therefore, the revised Amendment document is being submitted for City Council's approval.

Please place this matter on City Council's agenda for review and appropriate action.


William P. Leeson, Esq., Solicitor

Cc: Robert J. Donchez, Mayor
Michael Alkhal, Director, Public Works
Gregory Cryder, City Electrician

FIRST AMENDMENT TO CITY OF BETHLEHEM TOWER LEASE AGREEMENT

This First Amendment to City of Bethlehem Tower Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Bethlehem** ("**Landlord**", also known as Lessor) and **Allentown SMSA Limited Partnership d/b/a Verizon Wireless** ("**Tenant**", also known as Lessee) (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain City of Bethlehem Tower Lease Agreement dated October 15, 2007 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease Term Extended**. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on June 1, 2007 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on May 31, 2032. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees

to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

2. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). In the event of any overpayment of Rent or any overpayment of any amount owed by Tenant to Landlord in accordance with Section 6(c) of the Lease prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Landlord under the Lease shall be paid to CITY OF BETHLEHEM PA by Tenant. Provided, however, in the event that any current sublessee, licensee or any other collocator of Tenant is paying said Rent or any other payments to CITY OF BETHLEHEM PA directly as of the Effective Date of the Amendment, Tenant shall not be obligated to make such payments to CITY OF BETHLEHEM PA.
3. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
4. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any outside, non-City governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
6. **Notices.** The Parties acknowledge and agree that Section 22 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Bethlehem, Attn: Director of Public Works, 10 East Church St., Bethlehem, PA 18018; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

8. **Waiver.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO THE OTHER FOR, AND LANDLORD AND TENANT HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.
9. **Tenant's Securitization Rights; Estoppel.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's securitization rights shall be controlled by this Section of this Amendment. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgage**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
10. **Taxes.** During the term of the Lease, as modified by this Amendment, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
11. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning,

definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 415045
VZW Site No: 171134
Site Name: ALL COVINGTON PA

LANDLORD:

City of Bethlehem

Signature: _____
Print Name: _____
Title: _____
Date: _____

Attest:

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Allentown SMSA Limited Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option with Landlord's consent, including Landlord's Administration and governing body, which consent shall not be unreasonably withheld, conditioned, or delayed, as described below.

PARENT PARCEL

Tenant shall have the right, with Landlord's consent, including Landlord's Administration and governing body, which consent shall not be unreasonably withheld, conditioned, or delayed, to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Tract #1, Being all those certain lots or parcels of land situate in Ward 14, City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania known as lots 1347 to 1365 inclusive and lots 1419 to 1439 inclusive, according to a certain map or plan entitled "Plan of Lots at Bethlehem View, March 31, 1918, Revised June 25, 1918, Scale 1" = 100'" recorded in the office for the recording of deeds in and for Northampton County at Easton, Pennsylvania, bounded and described as follows,

Beginning at a point being the intersection of the northerly side of Lewis Street with the westerly side of Rodgers Street; thence extending northwardly along the westerly side of Rodgers Street a distance of 420 feet to a point being the southwest corner of Rodgers and Spring Garden Streets; thence westwardly along the southerly side of Spring Garden Street a distance of 200 feet to a point being the southeast corner of Spring Garden and Boyd Streets; thence extending southwardly along the easterly side of Boyd Street a distance of 380 feet to a point being the northwest corner of Lot 1366 according to Plan of Bethlehem View; thence eastwardly along the division line between Lots 1365 and 1366 a distance of 100 feet to a point being the northeast corner of Lot 1366; thence southwardly along the easterly side of Lots 1366 and 1367 a distance of 40 feet to a point on the northerly side of Lewis Street; thence eastwardly along the northerly side of Lewis Street a distance of 100 feet to the point, the place of beginning. Containing 1.836 acres.

Bounded on the north by Spring Garden Street, on the east by Rodgers Street, on the south by Lot 1366 and Lewis Street, and on the west by Lots 1366, 1367 and Boyd Street;

Parcel ID N7NW1C 16 1 0204E and N7NW1C 16 1 0204

This being the same property conveyed to City of Bethlehem from the Government in a deed, dated June 23, 1970 and recorded July 6, 1970 as Book 374 Page 597.

ATC Site No: 415045
VZW Site No: 171134
Site Name: ALL COVINGTON PA

EXHIBIT A (cont.)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant with Landlord's consent, including Landlord's Administration and governing body, which consent shall not be unreasonably withheld, conditioned or delayed.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below.

A 0.06 ACRE AREA BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN VOLUME BOOK 374, PAGE 597 IN THE PUBLIC RECORDS OFFICE OF NORTHAMPTON COUNTY, PENNSYLVANIA, LYING IN WARD 14, CITY OF BETHLEHEM, IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE CENTERLINE INTERSECTION OF LEWIS STREET AND RODGERS STREET, SAID POINT HAVING PENNSYLVANIA SOUTH STATE PLANE COORDINATES N:487403.495 E:2635039.523; THENCE N 08°42'59" W ALONG THE CENTERLINE OF SAID RODGERS STREET FOR A DISTANCE OF 11.27 FEET TO A P.K. NAIL FOUND; THENCE LEAVING SAID CENTERLINE N 68°28'14" W FOR A DISTANCE OF 27.08 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID CERTAIN TRACT OF LAND AND THE WEST RIGHT OF WAY LINE OF SAID RODGERS STREET; THENCE N 08°56'08" W ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 339.75 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE S 77°14'46" W FOR A DISTANCE OF 95.72 FEET TO A POINT; THENCE S 08°30'36" E FOR A DISTANCE OF 30.24 FEET TO THE POINT OF BEGINNING; THENCE N 81°29'24" E FOR A DISTANCE OF 29.66 FEET TO A POINT; THENCE S 08°30'36" E FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE S 81°29'24" W FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE N 08°30'36" W FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE N 81°29'24" E FOR A DISTANCE OF 20.34 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 0.06 ACRES OR 2,500 SQUARE FEET, MORE OR LESS.

EXHIBIT A (cont.)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way, including but not limited to:

AN EASEMENT BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN VOLUME BOOK 374, PAGE 597 IN THE PUBLIC RECORDS OFFICE OF NORTHAMPTON COUNTY, PENNSYLVANIA, LYING IN WARD 14, CITY OF BETHLEHEM, IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE CENTERLINE INTERSECTION OF LEWIS STREET AND RODGERS STREET, SAID POINT HAVING PENNSYLVANIA SOUTH STATE PLANE COORDINATES N:487403.495 E:2635039.523; THENCE N 08°42'59 W ALONG THE CENTERLINE OF SAID RODGERS STREET FOR A DISTANCE OF 11.27 FEET TO A P.K. NAIL FOUND; THENCE LEAVING SAID CENTERLINE N 68°28'14" W FOR A DISTANCE OF 27.08 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID CERTAIN TRACT OF LAND AND THE WEST RIGHT OF WAY LINE OF SAID RODGERS STREET; THENCE N 08°56'08" W ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 339.75 FEET TO THE POINT OF BEGINNING OF AN EASEMENT BEING 20 FEET IN WIDTH AND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE LEAVING SAID RIGHT OF WAY LINE S 77°14'46" W FOR A DISTANCE OF 95.72 FEET TO A POINT; THENCE S 08°30'36" E FOR A DISTANCE OF 30.24 FEET TO THE POINT OF ENDING.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801

Attn: Land Management/Christopher Freeland, Esq.

ATC Site No: 415045

ATC Site Name: COVINGTON PA

Assessor's Parcel No(s): N7NW1C-16-1-0204E & N7NW1C-16-1-0204

No Prior Recorded Lease Reference

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Bethlehem ("Landlord")** and **Allentown SMSA Limited Partnership d/b/a Verizon Wireless ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain City of Bethlehem Tower Lease Agreement dated October 15, 2007 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A.**
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be May 31, 2062. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared

ATC Site No: 415045
VZW Site No: 171134
Site Name: ALL COVINGTON PA

as well as a legal description or legal descriptions based upon such as-built survey. Upon approval of such as-built survey and legal description or legal descriptions by Landlord, including its Administration and governing body, the description(s) of the Leased Premises set forth on **Exhibit A** may be replaced with the legal description or legal descriptions based upon such as-built survey, by execution and delivery of any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Bethlehem, Attn: Director of Public Works, 10 East Church St., Bethlehem, PA 18018; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Pennsylvania.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Attest:

City of Bethlehem

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

**Allentown SMSA Limited Partnership d/b/a
Verizon Wireless**

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option with Landlord's consent, including Landlord's Administration and governing body, which consent shall not be unreasonably withheld, conditioned, or delayed, as described below.

PARENT PARCEL

Tenant shall have the right, with Landlord's consent, including Landlord's Administration and governing body, which consent shall not be unreasonably withheld, conditioned, or delayed, to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Tract #1, Being all those certain lots or parcels of land situate in Ward 14, City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania known as lots 1347 to 1365 inclusive and lots 1419 to 1439 inclusive, according to a certain map or plan entitled "Plan of Lots at Bethlehem View, March 31, 1918, Revised June 25, 1918, Scale 1" = 100'" recorded in the office for the recording of deeds in and for Northampton County at Easton, Pennsylvania, bounded and described as follows,

Beginning at a point being the intersection of the northerly side of Lewis Street with the westerly side of Rodgers Street; thence extending northwardly along the westerly side of Rodgers Street a distance of 420 feet to a point being the southwest corner of Rodgers and Spring Garden Streets; thence westwardly along the southerly side of Spring Garden Street a distance of 200 feet to a point being the southeast corner of Spring Garden and Boyd Streets; thence extending southwardly along the easterly side of Boyd Street a distance of 380 feet to a point being the northwest corner of Lot 1366 according to Plan of Bethlehem View; thence eastwardly along the division line between Lots 1365 and 1366 a distance of 100 feet to a point being the northeast corner of Lot 1366; thence southwardly along the easterly side of Lots 1366 and 1367 a distance of 40 feet to a point on the northerly side of Lewis Street; thence eastwardly along the northerly side of Lewis Street a distance of 100 feet to the point, the place of beginning. Containing 1.836 acres.

Bounded on the north by Spring Garden Street, on the east by Rodgers Street, on the south by Lot 1366 and Lewis Street, and on the west by Lots 1366, 1367 and Boyd Street;

Parcel ID N7NW1C 16 1 0204E and N7NW1C 16 1 0204

This being the same property conveyed to City of Bethlehem from the Government in a deed, dated June 23, 1970 and recorded July 6, 1970 as Book 374 Page 597.

ATC Site No: 415045
VZW Site No: 171134
Site Name: ALL COVINGTON PA

EXHIBIT A (cont.)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant with Landlord's consent, including Landlord's Administration and governing body, which consent shall not be unreasonably withheld, conditioned or delayed.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below.

A 0.06 ACRE AREA BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN VOLUME BOOK 374, PAGE 597 IN THE PUBLIC RECORDS OFFICE OF NORTHAMPTON COUNTY, PENNSYLVANIA, LYING IN WARD 14, CITY OF BETHLEHEM, IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE CENTERLINE INTERSECTION OF LEWIS STREET AND RODGERS STREET, SAID POINT HAVING PENNSYLVANIA SOUTH STATE PLANE COORDINATES N:487403.495 E:2635039.523; THENCE N 08°42'59 W ALONG THE CENTERLINE OF SAID RODGERS STREET FOR A DISTANCE OF 11.27 FEET TO A P.K. NAIL FOUND; THENCE LEAVING SAID CENTERLINE N 68°28'14" W FOR A DISTANCE OF 27.08 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID CERTAIN TRACT OF LAND AND THE WEST RIGHT OF WAY LINE OF SAID RODGERS STREET; THENCE N 08°56'08" W ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 339.75 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE S 77°14'46" W FOR A DISTANCE OF 95.72 FEET TO A POINT; THENCE S 08°30'36" E FOR A DISTANCE OF 30.24 FEET TO THE POINT OF BEGINNING; THENCE N 81°29'24" E FOR A DISTANCE OF 29.66 FEET TO A POINT; THENCE S 08°30'36" E FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE S 81°29'24" W FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE N 08°30'36" W FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE N 81°29'24" E FOR A DISTANCE OF 20.34 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 0.06 ACRES OR 2,500 SQUARE FEET, MORE OR LESS.

EXHIBIT A (cont.)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way, including but not limited to:

AN EASEMENT BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN VOLUME BOOK 374, PAGE 597 IN THE PUBLIC RECORDS OFFICE OF NORTHAMPTON COUNTY, PENNSYLVANIA, LYING IN WARD 14, CITY OF BETHLEHEM, IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE CENTERLINE INTERSECTION OF LEWIS STREET AND RODGERS STREET, SAID POINT HAVING PENNSYLVANIA SOUTH STATE PLANE COORDINATES N:487403.495 E:2635039.523; THENCE N 08°42'59 W ALONG THE CENTERLINE OF SAID RODGERS STREET FOR A DISTANCE OF 11.27 FEET TO A P.K. NAIL FOUND; THENCE LEAVING SAID CENTERLINE N 68°28'14" W FOR A DISTANCE OF 27.08 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID CERTAIN TRACT OF LAND AND THE WEST RIGHT OF WAY LINE OF SAID RODGERS STREET; THENCE N 08°56'08" W ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 339.75 FEET TO THE POINT OF BEGINNING OF AN EASEMENT BEING 20 FEET IN WIDTH AND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE LEAVING SAID RIGHT OF WAY LINE S 77°14'46" W FOR A DISTANCE OF 95.72 FEET TO A POINT; THENCE S 08°30'36" E FOR A DISTANCE OF 30.24 FEET TO THE POINT OF ENDING.