EXHIBIT 1

Owner Site I.D.: Sabal Pines Park Site Management I.D.: FLCOC20-3

Tenant Site I.D.: Sabal Pines City of Coconut / 380486

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN CITY OF COCONUT CREEK, FLORIDA AND

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS DATED JANUARY 25, 2018

This First Amendment to the Lease Agreement dated January 25, 2018 (this "First Amendment") is made this _____ day of ______, 2022, by and between CITY OF COCONUT CREEK, a municipal corporation, with its offices located at 4800 West Copans Road, Coconut Creek, FL 33063, as Landlord, hereinafter "CITY", and CELLCO PARTNERSHIP, a Delaware general partnership d/b/a VERIZON WIRELESS, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "TENANT".

WHEREAS, CITY and TENANT's predecessor-in-interest, Verizon Wireless Personal Communications LP (the "Partnership"), entered into the Lease Agreement on January 25, 2018 (hereinafter the "Agreement"), pursuant to which TENANT leases from CITY a portion of real property and space on the CITY's telecommunications tower (the "Tower") at 5005 NW 39th Avenue, Coconut Creek, FL 33073, commonly known as Sabal Pines Park, and more fully described in the Agreement; and

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

WHEREAS, CITY and TENANT desire to amend the Agreement in order to modify the TENANT's equipment on the Tower, which will increase the TENANT's loading factor on the Tower; and

WHEREAS, CITY is willing to permit TENANT to modify its equipment within the existing leased space on the City's Tower in consideration of adjustments to the rent payable under the Agreement; and

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

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

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

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

- 1. The recitations above are incorporated herein. Language changes to the Agreement as provided in this First Amendment are depicted as follows: words in strike through type are deletions from existing test; words in underscored type are additions to existing text; and a line of asterisks (***) indicates existing text is not shown.
- 2. To correctly recognize the property that is currently leased, as well as clarify the existence of a non-exclusive aerial easement area, commonly referred to as an ice-bridge, used by the TENANT's to connect to the Tower, Section 1, "REAL PROPERTY TO BE LEASED," of the Agreement is hereby amended to read as follows:
 - CITY shall lease to TENANT a ten foot by thirty two foot (10' x 32') parcel of real property, and provide a non-exclusive aerial easement encompassing three square feet (3') connecting same to the subject Tower at an approximate elevation of eight feet (8') AGL for cable routing, situated within Sabal Pines Park located in Coconut Creek, Broward County, Florida (hereinafter referred to as the "Premises" and more particularly legally described in Exhibit "B" "A-1" attached hereto and visually depicted in Exhibit B-1, also attached hereto), together with the non-exclusive right for (A) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks. over and across the Land, and (B) subject to the conditions set forth in Section 1.03, installation and maintenance of utility wires, cables, conduits and pipes, under or along a right-of-way extending from the nearest public right-of-way, to the Premises (such right of way for access and utilities is described in Exhibit "A-1" and visually depicted in Exhibit "B" "B-1" attached hereto.), together with any further rights of way over and through the Land between the Premises and the TENANT's space on the Tower for the installation, operation and maintenance of utility wires, poles, cables, conduits and pipes. The Premises and all of the foregoing rights-of-way are hereinafter collectively referred to as the "Property".
 - 1.02 CITY further leases to TENANT certain <u>aerial</u> space on the Tower at <u>ninety feet</u>

 (90 ft.) <u>above ground level ("AGL")</u> as shown in Exhibit "B" "B-1" attached hereto
 and incorporated herein (and referred to as the "Tower Space").
- To clearly provide for a non-exclusive underground utility easement that connects the Premises to an existing right-of-way, a new Section 1.03 will be added within Section 1. "REAL PROPERTY TO BE LEASED," as follows:
 - The CITY shall grant to TENANT, as a provision dependent upon the effectiveness of this lease, a Non-Exclusive Utility Easement ("Utility Easement"), as depicted or described in Exhibit "B-1," for the sole purpose of installation and maintenance of utility wires, cables, conduits and pipes, under the ground that connects the Premises to an electrical transformer pad on the Land and to the nearest public right-of-way as depicted in Exhibit "B-1". CITY

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expressly reserves the right to install minor landscaping, irrigation, limited asphalt or concrete parking areas and/or fencing within the Utility Easement, subject to the terms hereof. TENANT expressly accepts its obligation to mark its underground infrastructure therein, consistent with the requirements of Florida's "Underground Facility Damage Prevention and Safety Act," as may be amended. CITY further expressly reserves the right to relocate the Utility Easement in the CITY's sole discretion, and require that the TENANT relocate its underground facilities within a specified timeframe. Any costs incurred by CITY to relocate TENANT's facilities will be billed to TENANT and become due at the same time, and paid in the same manner, as the immediately following rent payment. Notwithstanding the CITY's right to relocate the Utility Easement, any such relocation shall not restrict TENANT's access to facilities located within the Utility Easement for purposes of removing or relocating said facilities within a time specified by the CITY. Upon natural expiration or earlier termination of this Agreement, the Utility Easement provided by CITY will be extinguished, and TENANT shall be responsible at their sole cost and expense for removal of its facilities therein. Facilities left within the former Utility Easement by TENANT will be considered abandoned if same are not removed or properly relocated within the time specified by CITY in writing. The Cityincurred costs for removal of TENANT's abandoned facilities will be charged to TENANT, and CITY reserves all rights to collect said sums.

- 4. To update the legal descriptions and diagrams depicting the interests referenced above, Exhibit A of the Agreement is replaced in its entirety with Exhibit A-1, attached hereto and made apart hereof. Exhibit B of the Agreement is replaced in its entirety with Exhibit B-1, attached hereto and made apart hereof. Any references throughout the Agreement to Exhibit A and Exhibit B will now be deemed to refer to Exhibit A-1 and Exhibit B-1, respectively.
- 5. To clarify the TENANT's equipment and new antenna layout detailed within the relevant exhibits attached to the Agreement, the parties agree that Exhibit D to the Agreement which sets forth the TENANT'S equipment listing and transmit and receive frequencies shall be deleted in its entirety and replaced by Exhibit D-1 attached hereto and made a part hereof. All references throughout the Agreement to Exhibit D will now be deemed to refer to Exhibit D-1. To the extent that Exhibit B of the Agreement shows the originally proposed antenna layout, this First Amendment expressly supersedes that antenna layout; the parties hereto acknowledge and agree that the currently proposed antenna layout is as shown on Page 2 of Exhibit D-1.
- 6. To clarify the TENANT's ability to modify its ground equipment within the Premises, Section 2.02 of the Agreement is hereby amended to read as follows:
 - 2.02 TENANT shall use the <u>PremisesProperty</u> for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of an equipment shelter, such telecommunications equipment as needed to meet TENANT's telecommunications needs and all necessary connecting appurtenances. <u>TENANT shall be responsible for relocating the</u>

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existing shelter on the Premises to a maintenance facility area on the Property; the details of such relocation, including the exact location to which the shelter shall be relocated, shall be coordinated between TENANT and CITY. TENANT's relocation of the existing shelter shall comply with all applicable City building permitting requirements. TENANT's current and anticipated future needs are shown on the site plan attached hereto as Exhibit "B-1." Although TENANT may not initially install all of the telecommunications equipment and appurtenances shown on said site plan, TENANT shall have the right to make all such installations and to replace, repair or otherwise modify its telecommunications equipment and appurtenances or any portion thereof installed within the PremisesProperty without prior approval from the CITY: provided however. TENANT shall not have the right to make any installations outside the boundaries of the PremisesProperty without obtaining the CITY's prior written consent. Nothing herein is intended to waive any requirement to obtain a permit consistent with Section 2.07, if and when applicable, nor to avoid duly executed amendments to this Agreement as may be required.

- 7. To ensure that TENANT maintains the Premises in a manner consistent with the City's Code of Ordinances, Section 2.04 of the Agreement is hereby amended to read as follows:
 - 2.04 TENANT shall maintain the <u>PremisesProperty</u> in a safe and workmanlike condition and meet all applicable requirements imposed by ordinances of the CITY, including but not limited to maintenance of the interior compound area of the Premises with regular landscaping, and to remove weeds, overgrowth and debris/trash. TENANT agrees to add or replace and extend, as needed, the ballpark netting to properly shield and safeguard Tower and TENANT's equipment from use of the nearby sports fields. CITY disclaims all liability associated with TENANT's failure to protect its equipment against known hazards or risks associated with the general use of the CITY's park.
- To clarify CITY's obligations regarding non-exclusive utility easements upon its Land, Section 3.03 of the Agreement is hereby amended to read as follows:
 - 3.03 CITY shall cooperate with TENANT in its effort to obtain utility services over, under, or along a right-of-way extending from the nearest public right-of-way, to the <u>Premises</u> (such right of way is <u>legally</u> described in <u>Exhibit "A-1" attached hereto</u>, and <u>visually</u> depicted in Exhibit "B-1," <u>also</u> attached hereto), including signing such documents of easements as may be required by any public utility. If any public utility is unable to use the aforementioned right-of-way, the CITY hereby agrees to grant an additional right-of-way(s) either to the TENANT or to the public utility. If any public utility is unable to use the aforementioned right of way, the CITY hereby agrees to grant an additional right-of way(s) either to the TENANT or to the public utility.
- To clarify TENANT obligations regarding use of Hazardous Materials, Section 4.02 of the Agreement is hereby amended to add the following sentence at the end of Section 4.02:

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- "...Notwithstanding the foregoing, TENANT shall be permitted to maintain a diesel powered electrical generator on the Premises provided that the fuel storage for same is in an approved double wall above-ground container either independent of the generator or contained within the generator. At all times during the term of this Agreement, TENANT must comply with all regulations for safe storage, reporting, and mitigation/remediation related to this limited exception for use of diesel upon the land. TENANT shall be solely responsible for all costs CITY may incur to mitigate or remediate a release of diesel resulting from TENANT's use of diesel under this limited exception, and same shall survive the termination of this Agreement."
- 10. To address changes in the Agreement's term, Section 5, "TERM OF AGREEMENT," of the Agreement is hereby amended to read as follows:
 - 5.01 Term: The initial term of this Agreement shall be ten (10) years commencing upon the first day of the month immediately following the date that is one hundred twenty (120) days after full execution of this Agreement ("Commencement Date") and terminating on the day immediately preceding the tenth (10th) anniversary of the Commencement Date (the "Term") unless otherwise terminated pursuant to the terms of this Agreement. TENANT shall have the right to extend the Term for two three (23) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This paragraph in no way allows any use or the continued use of CITY's Land without proper certificate, permit, and approval as required by federal, state and/or local authorities.
 - 5.02 Renewals: The Renewal Terms shall automatically occur unless TENANT gives written notice to the CITY of its intention not to extend this Agreement at least six (6) months prior to the end of the current term.
 - 5.03 If, at the end of the last-Renewal Term, this Agreement has not been terminated by either party giving to the other party written notice of its intention to terminate at least six (6) months prior to the end of the last Renewal Term, this Agreement shall remain in force and effect upon the same covenants, terms and conditions. This Agreement shall renew for annual terms thereafter on the same financial terms, including annual increases, unless terminated by either party by giving the other party written notice of its intention to terminate at least six (6) menths prior to the end of such term.
- 11. Due to the modification and addition of Tenant's new loading on the Tower and equipment at this site, Section 6.01 of the Agreement is amended as follows:
 - 6.01 Payment of Rent: Within thirty (30) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay as rent Thirty Nine Thousand Nine Hundred and XX/100 Dollars (\$39,900.00) per year payable in equal monthly installments ("Rent").-TENANT shall pay CITY as rent hereunder, the amounts set forth in this Section 6, together with any State, County, or local taxes applicable. Rent shall be paid in monthly installments in advance, without prior notice or invoice by CITY, on or before the first day of each month and

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without offset or deduction. Commencing on the first day of the month following full execution of this First Amendment, TENANT shall pay to CITY as rent, Forty Seven Thousand Eighty Seven Dollars and 76/100 Cents (\$47,087.76) per year payable monthly in the amount of Three Thousand Nine Hundred Twenty Three Dollars and 98/100 Cents (\$3,923.98) ("Rent"). Notwithstanding the immediately preceding sentence, the parties hereto acknowledge and agree that the increased Rent amount(s) may not be sent by TENANT until up to ninety (90) days after the date of full execution of this First Amendment; however, said one (1)-time grace period does not change the amount(s) owed to CITY. Rent for any fractional month at the beginning or at the end of the Term or any Renewal Term shall be prorated. Rent shall be payable to CityScape Consultants, Inc., the City's Tower Manager, at the address specified in Section 16 herein or to such other person, firm or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section 16 below. The rent thereafter shall be increased annually on each anniversary of the Commencement Date, during the Term and any Renewal Terms, by an amount equal to three percent (3%) of the annual rent in effect for the previous twelve (12) months.

- 12. To address changes in the Agreement's term, Section 7.03 of the Agreement is hereby deleted and replaced with the language as follows:
 - 7.03 This Agreement will automatically terminate at the end of the last Renewal Term (i.e. after a period of twenty-five (25) years from the Commencement Date).
- 13. Section 16, "NOTICES," of the Agreement is hereby amended to read as follows:
 - 16.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, or by 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, to the persons and addresses as shown below.

As to CITY:

City's Tower Manager:
CityScape Consultants, Inc.
2423 S Orange Ave #317

Orlando, FL 32806

Attention: Contract Administrator
With copy to:
CITY OF COCONUT CREEK
4800 West Copans Road
Coconut Creek, FL 33063
Attn: City Manager

As to TENANT:

Celico Partnership d/b/a Verizon Wireless

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> 180 Washington Valley Road Bedminster, NJ 07921 Attn: Network Real Estate

- 14. To address changes in the Agreement as accomplished by this First Amendment, a new Memorandum of Agreement is established hereby and Section 18, "RECORDATION," of the Agreement is hereby amended to read as follows: Section 18. RECORDATION.
 - 18.01 CITY and TENANT agree that a New Memorandum of Agreement in the form annexed hereto as Exhibit "C-1" shall be recorded in the Public Records of Broward County, Florida upon execution of this Agreement. The cost for recordation shall be paid by the TENANT. The parties intend for the New Memorandum of Agreement to rescind and replace the former Memorandum of Agreement recorded under Instrument No. 114912928 on February 26, 2018 in the Official Public Records of Broward County, Florida.
- 15. TENANT shall ensure that its commercial general liability insurance policy insures against all claims for damages to persons or damages to property for radio frequency emissions resulting from, related to, or arising out of this Agreement. TENANT expressly agrees, without reservation or defense, to indemnify the CITY for (i) any breach of this guarantee, as well as (ii) any claim(s) alleging damages to persons or property arising from radio frequency emissions to the extent such claims(s) result from, relate to, or arise out of this Agreement. This indemnification obligation shall survive the termination or natural expiration of this Agreement.
- 16. TENANT acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications detailed herein.
- 17. CITY and TENANT each hereby warrant to the other that the person executing this First Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this First Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this First Amendment, or that such consent has been given.
- 18. The Agreement and this First Amendment contain all agreements, promises or understandings between CITY and TENANT, and no verbal or oral agreements, promises or understandings shall be binding upon either the CITY or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this First Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and/or this First Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this First Amendment.

ATTEST:

Terrill C. Pyburn, City Attorney

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

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

TENANT: Cellco Partnership d/b/a Verizon Wireless Name: Date: CITY CITY OF COCONUT CREEK, a municipal corporation Joseph J. Kayanagh, City Clerk Joshua Rydell, Mayor APPROVED AS TO FORM:

[Exhibits to follow]

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to the First Amendment to Agreement dated _______, 2022, by and between the City of Coconut Creek, a municipal corporation, as City, and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, as TENANT.

The Land is described as follows:

ALL OF TRACT "IF AND THAT CERTAIN 100 FOOT CANAL RIGHT-OF-WAY AS SHOWN DIMINISTOMPARK SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 136, PAGE 1 OF SAID PUBLIC RECORDS, TOGETHER WITHALL OF PARCEL, E"AND A PORTION OF PARCEL TO AS SHOWN ON BANYAN TRAILS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 134, PAGE 3, OF SAID PLBUC RECORDS TOGETHER WITHALL OF PARCEL TO, COCOLAKES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLATBOOK 135, PAGE 25 OF THE PLULIC RECORDS OF BROWARD COUNTY, FLORIDA TOGETHER WITHAP ORTHON OF THAT CERTAIN 15 FOOTROAD RESERVATIONAS VACATED BY OFFICIAL RECORDS BOOK 15970, PAGE 4 OF SAID PLBUC RECORDS, TOGETHER WITHAP PORTION OF THAT CERTAIN ROAD RESERVATIONAS SHOWN OF THE PLAT OF PAIL M BEACH COUNTY, FLORIDA AND BEING MORE PARTICLARLY DESCRIBED AS FOLLOWS; SEE NOTE BELOW

BEGINNINGAT THE SOUTHEAST CORNER OF SAID PARCEL TE, ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL TE, THENCE SOUTHERLY ALONG THE BAST. A DISTANCE OF 1078-BB FEET TO THE PROHT. THENCE SOUTHERLY ALONG THE BAST. A DISTANCE OF 289 AF FEET, THENCE NORTH FLAUSOF WEST, NON RADIAL TO THE LAST LESCRIBED CLRIF. A DISTANCE OF 289 AF FEET THO THE PORT OF 289 AF FEET, THENCE NORTH FLAUSOF WEST, NON RADIAL TO THE LAST LESCRIBED CLRIF. A DISTANCE OF 289 AF FEET TO THE PORT OF SURVAILIBE OF A CIRCULARY CURRE TO THE LEST. THENCE WESTERLY ALONG THE JACK OF SAID CURVE, HAVING A RADIALS OF \$41.00 FEET INDO A CENTRAL MIGLE OF 37 AND THAN CORNER TO STANCE OF 38 AF FEET, THENCE NORTH PLAUSOF SEET, THENCE NORTH PLAUSOF WEST, A DISTANCE OF 38 AF FEET, THENCE NORTH PLAUSOF WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH AS SAID STANCE OF 38 AF FEET, THENCE NORTH PLAUSOF WEST, A DISTANCE OF 38 AF FEET, THENCE NORTH PLAUSOF WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 26 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET, THENCE SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET TO THE MORTH SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET TO THE MORTH SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET TO THE MORTH SOUTH SEADON WEST, A DISTANCE OF 38 AF FEET

* NOTE: PARCEL TO", BAHYAN TRAILS, PLAT BOOK 154, PAGE 3 AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, PLORIDA, WAS NOT INCLUDED IN DESCRIPTION CAPITION AND SHOULD BE.

CONTAINING \$4,158ACRES, MORE OR LESS.

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EXHIBIT A-1 Page 2 of 2

LEGAL DESCRIPTION FOR TENANT GROUND SPACE ("PREMISES"):

A parcel of land lying in City of Coconut Creek Sabel Pines Park and being a parties of Parcel "D", BANYAN TRAILS, according to the Piat thereof, as recorded in Plat Book 154, Page 3, of the Public Records of Broward County, Florida, said parcel mans particularly described as fallows:

COMMENCING at the Southwest corner of Tract "8" of the plot of WINSTON PARK SECTION TWO according to the Plot Unereof, as recorded in Plot Book 136, Page 1, of the Public Records of Broward County, Florida, proceed South 00°50°22" East along the Southerly extension of the West line thereof a distance of 15.00 feet to a point on the North line of soid Parcel "0" of soid BANYAN TRAILS plot, sold point being a change in direction of City of Coconut Creek Sobal Pines Park boundary; thence South 873°156" East sleng the North line of sold Parcel "0" of stationes of 26.375 feet; thence South 00°22'34" East of distance of 54.91 feet to the POINT OF BECINNING; thence South 60°31'51" East of distance of 32.00 feet; thence South 20°09'9" West of distance of 10.00 feet; thence North 60°51'51" West of distance of 32.00 feet; thence South 00°22'34" East of South 20°09'9" West of Section 10.00 feet; thence North 60°51'51" West of distance of 32.00 feet; thence North 20°09'99" East of distance of 10.00 feet to the POINT OF BEGINNING.

Containing on orea of 320 square feet.

LEGAL DESCRIPTION FOR TENANT GROUND RING & MAINTENANCE EASEMENT:

A percel of land lying in City of Coconut Creek Sobol Place Park and being a parties of Parcel *D*, BANYAN TRAILS, occording to the Plat thereof, as recorded in Plat Book 154, Page 3, of the Public Records of Browerd County, Florido, and percel mark particularly described as follows:

COMMENCING at the Southwest corner of Tract "B" of the plat of WINSTON PARK SECTION TWO according to the Plat thereof, as reserved in Plot Book 136, Page 1, of the Public Records of Brownia County, Florida, proceed South 00°50'22" East along the Southwrly extension of the West line thereof a distance of 15.00 feet to point on the North line of eald Parcel "D" of eald BANYAN TRAILS plot, said point being a change in direction of City of Coconut Dreek Sobol Pines Park boundary, thence North 89'37'08" East along the North 15'00'51" of east of Parcel "D" of distance of 54.91 feet; thence North 15'50'51" West a distance of 4.24 feet to the POINT OF BEGINNING; thence South 60'31'51" East a distance of 38.00 feet; thence South 29'09'09" West a distance of 13.50 feet; thence North 29'09'09" West a distance of 13.50 feet; thence North 29'09'09" Keet a distance of 13.50 feet; thence North 60'31'51" West o distance of 38.00 feet; thence North 29'09'09' Keet a distance of 13.50 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parsel:

COMMENCING at the Southwest corner of sold Tract "B" of sold plat of MMSTOM PARK SECTION TWO, proceed South 00°50'22" East along the Southerly extension of the West line thereof a distance of 15.00 feet to a point on the North line of sold Parcel "D" of sold BANYAN TRAILS plot, sold point being a change in direction of City of Cocquit Creak Sold Pines Park boundary; thence North 8937'06" East along the North line of sold Parcel "D" a distance of 263.75 feet; thence South 60°31'51" East a distance of 32.00 feet; thence South 60°31'51" East a distance of 32.00 feet; thence North 20°30'99" West a distance of 10.00 feet; thence North 80°31'51" West a distance of 32.00 feet; thence North 90°30'99" East a distance of 10.00 feet; thence North 90°3

Containing a net area of 193 square feet.

LEGAL DESCRIPTION FOR TENANT UTILITY EASEMENT:

A PARCEL OF LAND BEING A PORTIDIN OF PARCEL "D" AND PARCEL "E", BANYAN TRAILS, AS RECORDED IN PLAT BOOK 154, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING WORE PARTIQULARLY DESCRIBED AS FOLLOWS:

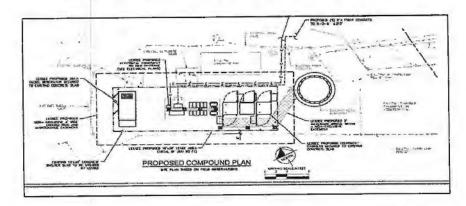
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COMMENCE AT THE MORTHEAST CORNER OF SAID PARCEL "D":
THENCE ON A PLAT BEARING OF SOU'SO'22'E ALONG THE EAST LINE OF PARCEL "D"; A DISTANCE OF 95.09 FEET;
THENCE 889'09'18'W A DISTANCE OF 4.83 FEET TO THE POINT OF BEGINNING;
THENCE N99'17'15'E A DISTANCE OF 12.00 FEET;
THENCE N99'17'15'E A DISTANCE OF 22.97 FEET;
THENCE SS'44'36'E A DISTANCE OF 22.97 FEET;
THENCE SS'44'36'E A DISTANCE OF 58.84 FEET;
THENCE N32'03'20'E A DISTANCE OF 88.84 FEET;
THENCE N23'32'02'E A DISTANCE OF 88.84 FEET;
THENCE N09'41'18'W A DISTANCE OF 82.00 FEET;
THENCE N09'41'18'W A DISTANCE OF 82.00 FEET;
THENCE N09'41'18'W A DISTANCE OF 82.00 FEET;
THENCE N09'00'00'E A DISTANCE OF 117.42 FEET;
THENCE SOU'00'00'E A DISTANCE OF 10.00 FEET;
THENCE SOU'00'00'E A DISTANCE OF 10.00 FEET;
THENCE SOU'00'00'E A DISTANCE OF 52.13 FEET;
THENCE SOU'00'00'E A DISTANCE OF 52.27 FEET;
THENCE SOU'00'00'E A DISTANCE OF 52.27 FEET;
THENCE SOU'00'00'E A DISTANCE OF 82.27 FEET;
THENCE SOU'00'00'E A DISTANCE OF 82.27 FEET;
THENCE SOU'00'00'E A DISTANCE OF 35.68 FEET TO A POINT ON THE WEST RIGHT-OF-MAY LINE OF N.W. 38TH AVENUE;
THENCE SOU'00'00'E ALONG SAID WEST RIGHT-OF-MAY LINE A DISTANCE OF 10.31 FEET;
THENCE SOU'00'00'E A DISTANCE OF 35.88 FEET TO A POINT ON THE WEST RIGHT-OF-MAY LINE OF N.W. 38TH AVENUE;
THENCE SOU'00'00'E ALONG SAID WEST RIGHT-OF-MAY LINE A DISTANCE OF 10.31 FEET;
THENCE SOU'00'00'E A DISTANCE OF 37.11 FEET;
THENCE SOU'00'00'E A DISTANCE OF 37.11 FEET;
THENCE SOU'00'00'E ALONG SAID WEST RIGHT-OF-MAY LINE A DISTANCE OF 10.31 FEET;
THENCE SOU'00'00'E ALONG SAID WEST RIGHT-OF-MAY LINE A DISTANCE OF 50.71 FEET;
THENCE SOU'00'00'E ALONG SAID WEST RIGHT-OF-MAY LINE A DISTANCE OF 50.71 FEET;
THENCE NESTA'00'00'A A DISTANCE OF 27.79 FEET;
THENCE NESTA'00'00'A A DISTANCE OF 57.71 FEET;
THENCE NESTA'00'O'A A DISTANCE OF 57.71 FEET;
THENCE NESTA'00'O'A A DISTANCE OF 27.70 FEET;
THENCE NESTA'00'O'A A DISTANCE OF 50.85 FEET;
THENCE NESTA'00'O'A A DISTANCE OF 50.85 FEET;
THENCE NESTA'00'O'A A DISTANCE OF 50.85 FEET;
THENCE NESTA'00'O'A A DISTANCE OF 50.
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SAID PARCEL OF LAND SITUATE WITHIN BROWARD COUNTY, PLORIDA, CONTAINING 5,469.27 SOUARE FEET, MORE OR LESS.

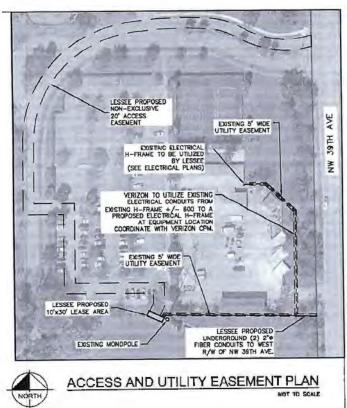
Tenant Site I.D.: Coconut Creek Sabai Pines Park/69419

EXHIBIT B-1 Page 1 of 2

DESCRIPTION OF TENANT'S LEASED PROPERTY



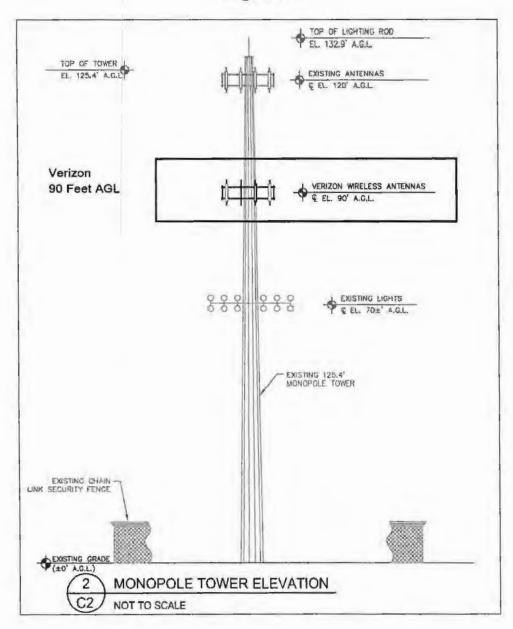
DESCRIPTION OF TENANT'S ACCESS AND UTILITY EASEMENTS



Page 11 of 19

Tenant Site I.D.: Coconut Creek Sabal Pines Park/69419

EXHIBIT B-1 Page 2 of 2



Tenant Site I.D.: Coconut Creek Sabal Pines Park/69419

EXHIBIT C-1 Page 1 of 5

to the First Amendment to Agreement dated 2	2022,
by and between the City of Coconut Creek, a municipal corporation, as City, and C	ellco
Partnership d/b/a Verizon Wireless, a Delaware general partnership, as TENANT.	

RECORDED AT REQUEST OF, AND WHEN RECORDED RETURN TO:

Bonnie Bolz Merkt, Esq. Ginsberg Jacobs LLC 300 South Wacker Drive, Suite 2750 Chicago, Illinois 60606

NEW MEMORANDUM OF AGREEMENT

- Owner and Tenant's predecessor-in-interest, Verizon Wireless Personal Communications LP (the "Partnership"), entered into a Lease Agreement ("Agreement") dated as of January 25, 2018 ("Effective Date"), for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements. The Lease Agreement is documented by that certain Memorandum of Agreement dated January 25, 2018, and recorded on February 26, 2018, as Instrument No. 114912928 in the Official Public Records of Broward County, Florida (the "Memorandum").
- 2. Owner and Tenant have amended the Agreement by a First Amendment dated _______, 2022, and wish to adopt this New Memorandum as more fully set forth herein. This New Memorandum hereby rescinds and replaces the Memorandum recorded under Instrument No. 114912928.
- 3. The term of Tenant's tenancy under the Agreement as amended by the First Amendment is for ten (10) years commencing June 1, 2016 (the "Commencement Date") and terminating on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, with three (3) consecutive five (5) year options to renew.
- 4. The Land that is the subject of the Agreement is described in Exhibit "A-1" attached hereto. The portion of the Land being leased to Tenant (the "Premises") and all necessary access and utility easements (together with the Premises, the "Property") are also described in Exhibit "A-1" attached hereto and incorporated herein by reference.

[Signatures to follow] Page 13 of 19 Owner Site I.D.: Sabel Pines Park Site Management I.D.: FLCOC20-3 Tenant Site I.D.: Coconut Creek Sabal Pines Park/69419

EXHIBIT C-1 Page 2 of 5

In witness whereof, the parties have executed this New Memorandum of Agreement as of the day and year first written above.

OWNER/LANDLORD:	TENANT:		
The City of Coconut Creek, A municipal corporation 4800 West Copans Road Coconut Creek, FL 33063	Cellco Partnership d/b/a Verizon Wireless		
By: [EXHIBIT ONLY]	By: [EXHIBIT ONLY]		
Name: Joshua Rydell	Name:		
Title: Mayor	Title:		
Date:	Date:		
Attest: [EXHIBIT ONLY] City Clerk Approved as to Legal Form and Sufficiency:			

[Notary signatures to follow]

Owner Site J.D.: Sabat Pines Park Site Management J.D.: FLCOC20-3 Tenant Site J.D.: Coconut Creek Sabal Pines Park/69419

EXHIBIT C-1 Page 3 of 5

CORPORATE ACKNOWLEDGEMENT

STATE OF:		
:SS		
I HEREBY CERTIFY that on this day, the		
by means of □ physical presence or □ online _ of <u>Cellco Partnership d/b/a Verizon Wi</u>	notarization, by reless a Delaware deneral par	, astnership, to me known to
be the person(s) described in and who	executed the foregoing in	strument, or produced
as a form of identification		
WITNESS my hand and official seal this	day of	, 2022.
	O' A SALA DE BIR	
	Signature of Notary Public State of Florida at Large	
	otato of Florida at Edigo	
	Print, Type or Stamp	
	Name of Notary Public	
OTATE OF		
STATE OF: :SS		
COUNTY OF		
I HEREBY CERTIFY that on this day,	the foregoing instrument was a	icknowledged before me,
by means of □ physical presence or □ onlin	e notarization, by <u>Joshua Ry</u>	<u>dell</u> as <u>Mayor,</u> for <u>City of</u>
Coconut Creek a municipal corporation, to executed the foregoing instrument, or produce	me known to be the person(: ed as	s) described in and who a form of identification.
WITNESS my hand and official seal this		
WITHESS Hy Hand and Official seal tims		,,
	Signature of Notary Public	
	State of Florida at Large	
	Print, Type or Stamp	
	Name of Notary Public	

Tenant Site I,D.: Coconut Creek Sabal Pines Park/69419

EXHIBIT C-1 Page 4 of 5

NEW MEMORANDUM OF AGREEMENT EXHIBIT "A-1" Page 1 of 2 LEGAL DESCRIPTION OF THE LAND, PREMISES, & PROPERTY

to the New Memorandum of Agreement dated _______, 2022, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, as Tenant.

The Land is described as follows:

ALL OF TRACT "9" AND THAT CERTAIN 188 FOOT CANAL RIGHT-OF-WAY AS SHOWN ON WINSTON PARK SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13: PAGE 1 OF SAID PUBLIC RECORDS, TOGETHER WITHALL OF PARCEL. E" AND A PORTION OF PARCELS. "C" AS SHOWN ON BANYAN TRAILS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15!, PAGE 3, OF SAID PUBLIC RECORDS TOGETHERWITHALL OF PARCELS", COCOLLAKES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLATBOOK 16!, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TOGETHER WITHAPORTH THAT CERTAIN 15 FOOT ROAD RESERVATIONAS VACATED BY OFFICIAL RECORDS BOOK 15! TRAIL PAGE 4 OF SAID PUBLIC RECORDS, TOGETHER WITHAPORTION OF THAT CERTAIN ROAD RESERVATIONAS SHOWN OF THE PLAT FOR PALM BEACHF PARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 3, PAGES 45 THRUSH (INCLUSIVE) OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;" SEE NOTE BELOW

BEGINNINGAT THE SOUTHEAST CORNER OF SAID PARCEL TY, ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL TE, THENCE SOUTHERLY ALONG THE ARC OF SAID CARVE, HAVINGA RADIUS OF GIS. DIFFET AND A CENTRAL ANGLE OF SAID "SHATCE OF 28 JM FEET." THENCE SOUTHERLY ALONG THE ARC OF SAID CARVE, HAVINGA RADIUS OF GIS. DIFFET AND A CENTRAL ANGLE OF SAID "SHATCE OF 28 JM FEET." THENCE SOUTHERLY ALONG THE ARC OF SAID CARVE, A DISTANCE OF SAID THE POINT OF CLRYVETURE OF A CIRCUL, ART CURVE TO THE POINT OF CLRYVETURE OF A CIRCUL, ART CURVE TO THE POINT OF CLRYVETURE OF A CIRCUL, ART CURVE TO THE POINT OF CLRYVETURE OF A CIRCUL, ART CURVE TO THE POINT OF THE P

* NOTE: PARCEL 10", BANYAN TRAILS, PLAT BOOK 154, PAGE 3 AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, PLORIDA, WAS NOT INCLUDED IN DESCRIPTION CAPITION AND SHOULD BE.

CONTRINING MANAGERS MORE OF LESS.

LEGAL DESCRIPTION FOR TENANT GROUND SPACE ("PREMISES"):

A parcel of land lying in City of Coconut Creek Sobal Pines Park and being a partial of Parcel "D", BANYAN TRAILS, according to the Plat thereof, as recorded in Plat Book 154, Page 3, of the Public Records of Broward County, Florida, sold parcel more particularly described as follows:

COMMENCING at the Southwest corner of Tract "B" of the plot of WINSTON PARK SECTION TWO according to the Plot thereof, as recorded in Plot Book 135, Page 1, of the Public Records of Broward County, Florida, proceed South 00°50°22" East along the Southerly extension of the West line thereof a distance of 15.00 feet to a point on the North line of said Parcel "D" of said BANYAN TRAILS plot, said point being a change in direction of City of Coconut Creek Sobal Pines Park boundary; thereos North 89°37'05" East along the North line of said Parcel "D" a distance of 281.75 feet, thence South 00°22'54" East a distance of 54.91 feet to the POINT OF BEGINNING, thereos South 50°51'51" East a distance of 30.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 10.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 60°51'51" West a distance of 32.00 feet; the feet distance of 32.00 feet; the feet distance of 32.00 feet; the feet distance of 32.

Containing on area of 320 square feet.

Tenant Site I.D.: Coconut Creek Sabal Pines Park/69419

EXHIBIT C-1 Page 5 of 5

EXHIBIT "A-1" Page 2 of 2

LEGAL DESCRIPTION FOR TENANT GROUND RING & MAINTENANCE EASEMENT:

A parcel of land lying in City of Coconut Creek Schol Pines Park and being a parties of Parcel "D", BANYAN TRAILS, opporting to the Plat thereof, as recorded in Plat Book 154, Page 3, of the Public Records of Broward County, Florida, said parcel more perticularly described as follows:

COMMENCING of the Southwest corner of Troct "8" of the plot of WINSTON PARK SECTION TWO according to the Plot thereof, as recorded in Plot Book; 136, Page 1, of the Public Records of Browned County, Florida, proceed South 00°50'22" East along the Southerly extension of the West line thereof a distance of 15.00 feet to point on the North line of sold Parcel "D" of sold BANYAN TRAILS plot, said point being a change in direction of City of Coconut Creek Sobol Pines Park boundary: thence North 89°35'06" East along the North line of sold Parcel "D" a distance of 28.05" Nest; thence South 00°22'04" East a distance of 54.01 feet; thence North 50°50'51" West a distance of 4.24 feet to the POINT OF BEGINNING, thence South 00°30'08" East a distance of 13.50 feet; thence South 20°09'09" West a distance of 13.50 feet; thence South 50°50'09" West a distance of 13.50 feet; thence North 60°51'31" and distance of 38.00 feet; thence Marth 29°09'09" East a distance of 13.50 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described porcel:

COMMENCING at the Southwest corner of sold Tract "B" of sold plot of WINSTON PARK SECTION TWO, proceed South OUTSU'22" East along the Southerly extension of the West line thereof a distance of 15.00 feet to a point on the North line of sold Parcel "D" of sold BANYAN TRAILS plot, sold point being a change in direction of City of Coconut Cresk Sobal Pines Park burge; thereos North 6977/06" East along the North line of sold Parcel "D" a distance of 25.75 feet; thence South 6072/54" East a distance of 54.91 feet to the POINT OF BEGINNING: thence South 60751"51" East a distance of 32.00 feet; thereos South 29709" West a distance of 10.00 feet; thereos North 60751"51" West a distance of 32.00 feet; thereos North 29709"08" East a distance of 10.00 feet to the POINT OF BEGINNING.

Containing a net area of 193 square feet.

LEGAL DESCRIPTION FOR TENANT UTILITY EASEMENT:

A PARCEL OF LAND BEING A PORTION OF PARCEL "D" AND PARCEL "E", BANYAN TRAILS, AS RECORDED IN PLAT BOOK 154, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLDRIDA, SAID RARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

```
COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "D".
THENCE ON A PLAT BEARING OF SOU'SO'22"E ALONG THE EAST LINE OF PARCEL "D". A DISTANCE OF 95.09 FEET;
THENCE SOU'938"W A DISTANCE OF 4.63 FEET TO THE POINT OF BEGINNING;
THENCE N28"17"35"E A DISTANCE OF 7.97 FEET;
THENCE N28"17"35"E A DISTANCE OF 12.00 FEET;
THENCE N28"31"44"E A DISTANCE OF 12.15 FEET;
THENCE N28"31"44"E A DISTANCE OF 27.15 FEET;
THENCE N28"31"44"E A DISTANCE OF 86.84 FEET;
THENCE N28"32"02"E A DISTANCE OF 86.84 FEET;
THENCE N28"32"02"E A DISTANCE OF 86.84 FEET;
THENCE N28"32"02"E A DISTANCE OF 86.20 FEET;
THENCE N37"08"18"W A DISTANCE OF 87.22 FEET;
THENCE N37"08"18"W A DISTANCE OF 10.00 FEET;
THENCE N00"04"14"W A DISTANCE OF 10.00 FEET;
THENCE N00"00"00"E A DISTANCE OF 10.00 FEET;
THENCE N00"00"00"E A DISTANCE OF 18.22 FEET;
THENCE N00"00"00"E A DISTANCE OF 18.22 FEET;
THENCE N30"00"00"0"E A DISTANCE OF 88.22 FEET;
THENCE SOU'14"14"E A DISTANCE OF 35.89 FEET TO A POINT ON THE WEST RIGHT—OF—WAY LINE OF N.W. J9TH AVENUE:
THENCE SOU'16"14"E A DISTANCE OF 35.81 FEET;
THENCE SOU'16"WA DISTANCE OF 37.11 FEET;
THENCE SOU'16"WA DISTANCE OF 37.11 FEET;
THENCE NOS-43"15"WA DISTANCE OF 37.11 FEET;
THENCE NOS-43"15"WA DISTANCE OF 37.40 FEET;
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SAID PARCEL OF LAND SITUATE WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 5.468.27 SQUARE FEET, MORE OR LESS.

Owner Site I.D.: Sabal Pines Park
Site Management I.D.: FLCOC20-3
Toward Site I.D.: Consent Conel, Sabal Pines Pa

Tenant Site I.D.: Coconut Creek Sabal Pines Park/69419

EXHIBIT D-1 Page 1 of 2

to the First Amendment to Agreement dated _______, 2022, by and between the City of Coconut Creek, a municipal corporation, as City, and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, as TENANT.

EQUIPMENT LISTING, FREQUENCIES & DIAGRAM OF ANTENNNA LAYOUT

TOWER-MOUNTED EQUIPMENT

Six (6) CSS X7CQAP-665-VRO antennas Three (3) VZE01 Sub6 antennas Three (3) Ericsson 8843 RRU Three (3) Ericsson 4449 RRU One (1) OVP 12 RAYCAP rc3dc-3315-pf-48 One (1) OVP 6 RAYCAP rhsdc-6627-pf-48

Eleven (11) 1-5/8" coaxial lines One (1) 12x24 Hybrid Fiber One (1) 6x12 Hybrid Fiber

GROUND EQUIPMENT

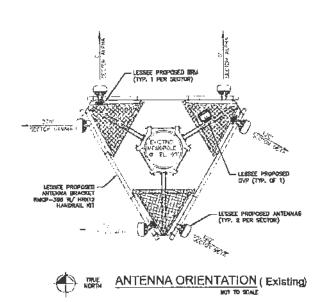
35 KW/210 gallon Onsite Energy diesel generator

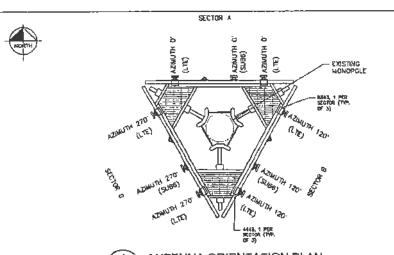
FREQUENCIES ASSIGNED TO TENANT BY THE FCC FOR USE ON THE PROPERTY

Transmit frequencies (TX): 1950-1965, 746-757, 2110-2120, 2120-2130, 3700-3760 Receive frequencies (RX): 1870-1885, 776-787, 1710-1720, 1720-1730, 3700-3760

Tenant Site I.D.: Coconut Creek Sabal Pines Park/69419

EXHIBIT D-1 Page 2 of 2





1 ANTENNA ORIENTATION PLAN (PROPOSED)

(NOT TO SCALE FOR ILLUSTRATIVE PURPOSES ONLY, SEE STRUCTURAL ANALYSIS BY OTHERS TO CORFERM ANTENNA MOUNT TYPE)