

**FIRST AMENDMENT TO  
LEASE AGREEMENT  
BETWEEN  
THE CITY OF COCONUT CREEK, FLORIDA  
AND  
METROP CS FLORIDA, LLC  
DATED AUGUST 10, 2006**

This First Amendment to the Lease Agreement dated August 10, 2006 (this "Amendment") is made this 12<sup>th</sup> day of February, 2015, 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 **METROP CS FLORIDA, LLC**, with its principal offices located at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, hereinafter "Tenant".

**WHEREAS**, City and Tenant entered in to a Lease Agreement on August 10, 2006 (the "Agreement"), whereby Tenant leased from City a portion of real property (the "Land") and space on the City's telecommunications tower (the "Tower") at 5005 NW 39<sup>th</sup> Avenue, Coconut Creek, FL as more fully described in the Agreement; and

**WHEREAS**, City and Tenant desire to amend the Agreement in order to modify and increase the amount of 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 add its additional equipment and increase the loading of the subject Tower in consideration of adjustments to the rent payable under the Agreement.

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

1. Section 6.01 of the Agreement is hereby repealed in its entirety and replaced with the following:

**Section 6.01. Payment of Rent:** Tenant shall pay City, as rent, for the Tower space and Property, the amounts set forth in Section 6, together with any State, County, or local taxes applicable, at the office of the City. 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 without offset or deduction. Beginning the earlier of January 31, 2015, or start of construction, Tenant shall pay to City as rent Fifty-Two Thousand, Five Hundred and Forty-Nine Dollars and Eighty Cents (\$52,549.80) per year payable in equal monthly installments of Four Thousand Three Hundred Seventy-Nine Dollars and Fifteen Cents (\$4,379.15) ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to CityScape Consultants, Inc. (City's

Site Manager) at the address specified herein. The Rent thereafter shall be increased annually each subsequent year of the initial Term and each subsequent year during any Renewal Term, at an amount equal to four percent (4%) of the annual rent for the previous 12 months, which shall be cumulative.

2. Exhibit D to the Agreement which sets forth the description of the property leased and the transmit and receive frequencies to be utilized by Tenant on the Tower is hereby deleted in its entirety and replaced with Exhibit D-1, attached hereto, and made a part hereof. In the event of any discrepancy between Exhibit D and D-1, Exhibit D-1 shall control.
3. Tenant acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications. Tenant further acknowledges and agrees that this Amendment shall not become effective until City approval of the modifications and confirmation that the improvements do not adversely affect the structural stability and wind-loading capability of the Tower.
4. City and Tenant each hereby warrant to the other that the person executing this Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this 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 Agreement.
5. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
6. The Agreement and this Amendment contain all agreements, promises or understandings between City and Tenant, and no verbal or oral agreement, 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 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 Amendment is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment.

[SIGNATURES ON NEXT PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

City:

ATTEST

CITY OF COCONUT CREEK, a  
municipal corporation

Leslie Wallace May  
Leslie Wallace May, City Clerk

Rebecca A. Tooley  
Rebecca A. Tooley, Acting Mayor

APPROVED AS TO FORM:

Terrill C. Pyburn  
Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 2015. By Rebecca A. Tooley, Acting Mayor of the CITY OF COCONUT CREEK, a municipal corporation. She is personally known to me or has provided \_\_\_\_\_ as identification and she did/did not take an oath.



Janice Ninesling  
Notary Public, State of Florida

Janice Ninesling  
Printed, typed or stamped Name of Notary  
My commission number and expiration date:

OWNER Site I.D.: Coconut Creek Sabal Pines Park  
SITE MANAGEMENT I.D. CLFCOC20-2  
TENANT Site I.D. : MIA-423, SW-423

**TENANT**

**METROPCS FLORIDA, LLC,  
a Delaware limited liability company**

Denise Hall  
Witness

Print Denise Hall

By: Jared T. Ledet

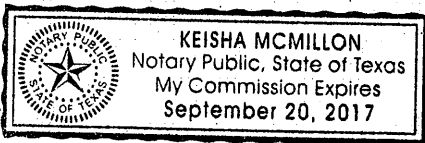
Name: Jared T. Ledet  
Title: Director, Engineering – Reg. Dev.

Kimberly D. Smith  
Witness  
Print: Kimberly D. Smith

STATE OF TEXAS

COUNTY COLLIN

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2014, by Jared T. Ledet, as Director, Engineering – Regional Development, for METROPCS FLORIDA, LLC, a Delaware limited liability company. He/she is personally known to me or has provided \_\_\_\_\_ as identification and he/she did/did not take an oath.



Keisha McMillon  
Notary Public, State of Texas

Keisha McMillon  
Printed, typed or stamped Name of Notary  
My commission number and expiration date:

## EXHIBIT D-1

to the First Amendment dated \_\_\_\_\_, 2015, by and between the City of Coconut Creek, a municipal corporation, as City, and METROPCS FLORIDA, LLC, a Delaware limited liability company, as Tenant.

### DESCRIPTION OF PROPERTY AND LIST OF EQUIPMENT

Antennas: Six (6) Cellmax CMA-BDHH/6520/E0-8 and three (3) Andrew SBNHH-1D65B

Remote Radio Units: (3) FRIG w/o solar shield  
(2) FXFC w/ solar shield  
(1) FRIE w/ solar shield  
(3) FRLB w/ solar shield

Junction Boxes: (1) RAYCAP ASU9338TYP01 COVP (tower)  
(1) RAYCAP ASU9338TYP01 COVP (ground)

Cable: Six (6) 7/8" coax and one (1) HCS Hybrid 1.584"

Frequencies: RX: 1885-1910, 1735-1755, 698-704  
TX: 1965-1990, 2135-2155, 728-734

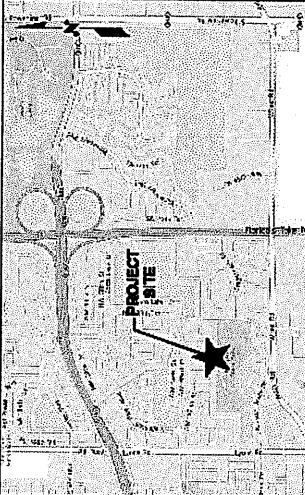
Additional drawings and descriptions attached hereto are part of Exhibit D-1



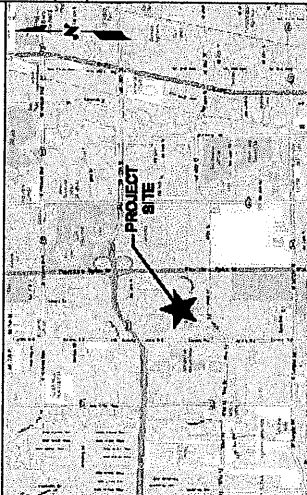
**SFL423\_4\_423**  
**SABAL PINES PARK**  
 8008 NW 39th AVENUE  
 COCONUT CREEK, FL 33073  
**6FB1427M**

SITE MODIFICATION & L700 Mhz PROJECT

LOCAL MAP



VICINITY MAP



DRIVING DIRECTIONS

FROM METROPCS'S OFFICE: HEAD NORTH ON SAWGRASS CORPORATE PARK TOWARD NW 12TH ST 1.1 MI 2. TURN LEFT ONTO W SUNRISE BLVD 184 FT 3. MERGE ONTO FL-888 N VIA THE RAMP TO W PALM BEACH TOLL ROAD 16.2 MI 4. TAKE RIGHT ONTO W PALM BEACH TOLL ROAD 0.3 MI 5. TURN RIGHT ONTO LYONS RD 0.3 MI 6. TURN LEFT ONTO WINSTON PARK CIRCLE 0.3 MI 7. TAKE THE 1ST EXIT ONTO NW 39TH AVE. DESTINATION WILL BE ON THE RIGHT.

SCOPE OF WORK

INSTALLATION OF NEW UNMANNED METROPCS AIRBORNE EQUIPMENT WITHIN EXISTING FENCED COUPOUND AND REPLACEMENT ANTENNAS ON EXISTING TOWER.

PROPERTY SUMMARY

PARCEL #: 4442-06-07-0050  
 LATITUDE: 26° 17' 35.77" N  
 LONGITUDE: 80° 10' 37.36" W  
 ZONING JURISDICTION: CITY OF COCONUT CREEK  
 ZONING CLASSIFICATION: GOVERNMENT

LEGAL DESCRIPTION

BANYAN TRAILS 154-3 B PAR PAR C DESC IN OR 29118/1104, PAR D & E TOG WITH COCO LAKES 155-25 B PAR B & WILSON PARK SEC TWO 158-1 B TR B & 100 FT CANAL LESS S 11.60 AC W/ 24.5 ANVIL 17.48, N 10.5 AC W/ 14.50 Q POB, 36.20 AC TO POB TOG WITH 15 FT VAC R/W LYING S & ADJ TO TR B & 100 FT CANAL & 25 FT VAC R/W LYING E & ADJ TO 100 FT CANAL

CONTACTS

APPLICANT: METROPCS INC. 1500 CONCORD TERRACE SUNRISE, FL 33323  
 PROPERTY OWNER CONTACT: CITY OF COCONUT CREEK  
 LANDLORD: 4800 W COPPERS ROAD COCONUT CREEK, FL 33083  
 ADDRESS: 4800 W COPPERS ROAD COCONUT CREEK, FL 33083  
 CITY, STATE, ZIP:

INDEX OF DRAWINGS

REV. NO.	DESCRIPTION
1	COVER SHEET
2	NOTES
3	EQUIPMENT PLAN
4	COMPOUND PLAN
5	EXISTING ANTENNA LAYOUT
6	PROPOSED ANTENNA LAYOUT
7	ELEVATION
8	DETAILS
9	DETAILS

APPLICABLE CODES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT CONDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

- 2010 FLORIDA BUILDING CODE  
 WIND DESIGN CRITERIA:  
 A. ASCE 7-10  
 BASIC WIND SPEED = 170 MPH (ULTIMATE 3s GUST)  
 RISK CATEGORY = II  
 EXPOSURE = C  
 B. ANSI/TIA - 222-G  
 (ALLOWED PER EXEMPTION #5 OF 1808.1, FBCC2010)  
 BASIC WIND SPEED = 132 MPH (NOMINAL 3s GUST)  
 OCCUPANCY CATEGORY = II  
 EXPOSURE = C  
 IMPORTANCE FACTOR = 1.0
- ANSI/EIA/TIA-222-G
- FLORIDA FIRE PREVENTION CODE- 2010
- NATIONAL ELECTRICAL CODE (NFPA 70-2008)
- CITY AND/OR COUNTY ORDINANCES

APPROVALS

PROPERTY OWNER	RF ENGINEER	CONSTRUCTION	SITE ACQUISITION	ZONING	NETWORK	OPERATIONS	CONTRACTOR

APPROVALS

DESIGN BASED ON RFDS VERSION V2.0  
 CONTRACTOR SHALL REQUEST  
 T-MOBILE FOR CURRENT RFDS PRIOR  
 TO CONSTRUCTION

Oct 20 2011  
 Robert J. Lagan  
 REGISTERED PROFESSIONAL ENGINEER  
 STATE OF FLORIDA  
 AR92824

**metroPCS**

1500 CONCORD TERRACE  
 SUITE 200  
 FT. LAUDERDALE, FL 33305

**MR**

1500 CONCORD TERRACE SUITE 200  
 FT. LAUDERDALE, FL 33305  
 TEL: 954-885-1740  
 FAX: 954-885-1740  
 FL. ARCHITECTURE BOARD LICENSE # 12000  
 www.metroPCS.com

Project:  
**SFL423-4-423**  
**SABAL PINES PARK**  
**6FB1427M**  
 5005 NW 39th AVENUE  
 COCONUT CREEK, FL 33073

Drawing Title:  
**COVER SHEET**

Project No.: 7140041  
 Designer: 02/2/14  
 Date: 02/2/14  
 Scale: 1" = 100'  
 Plot: 11" x 17"  
 Drawing No.: 0  
 Drawing Title: T-1

STATE OF FLORIDA  
 REGISTERED PROFESSIONAL ARCHITECT  
 ROBERT J. LARA  
 AR 17284  
 AR 1/2024



Oct 20 2014  
 Design  
 ROBERT J. LARA  
 REGISTERED ARCHITECT  
 STATE OF FLORIDA  
 AR92824

5		
4		
3		
2		
1		
	0	10/20/14
	A	10/20/14

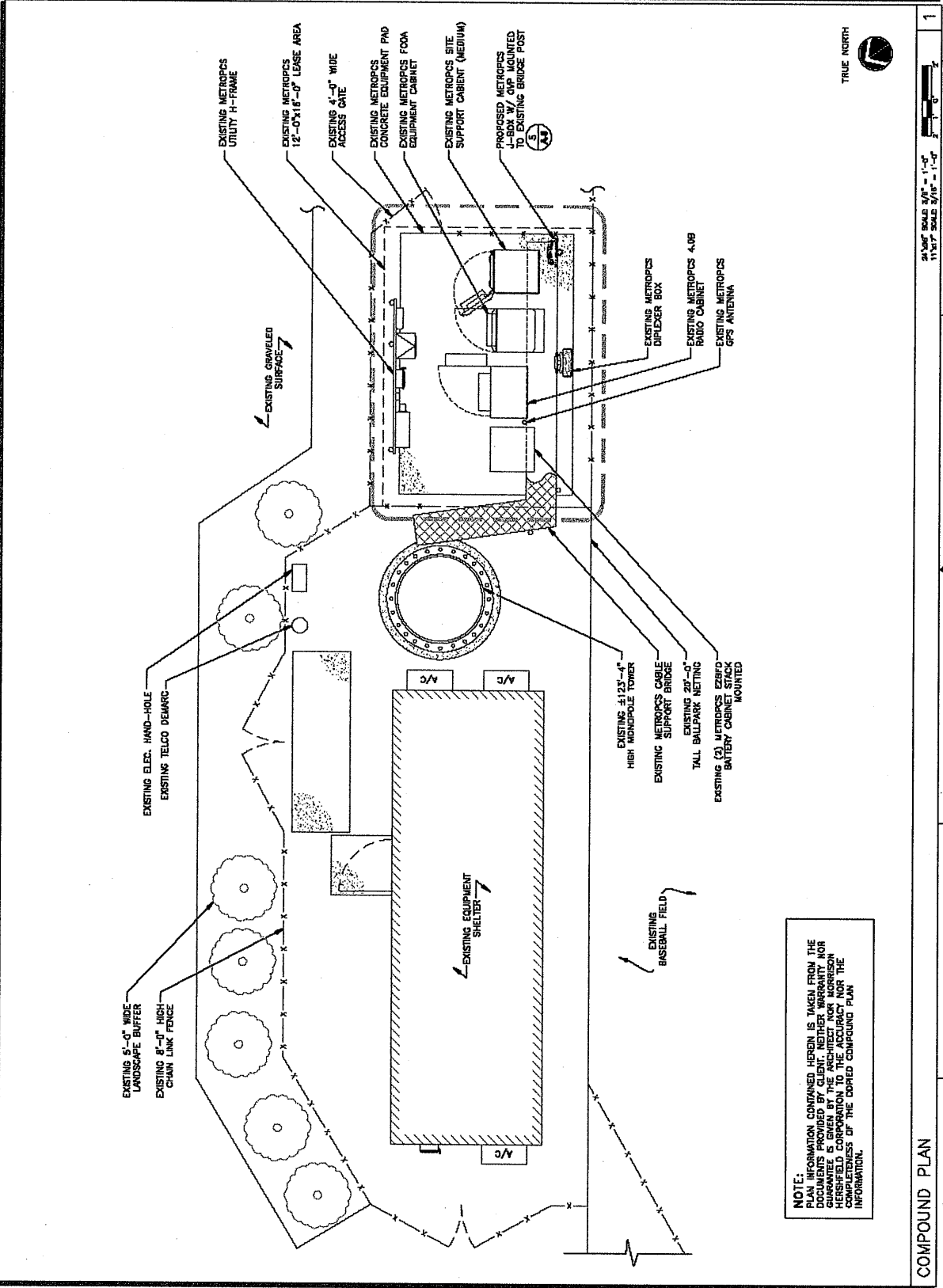
metroPCS  
 1500 CONCORDIA TERRACE  
 SUITE 200  
 FT. LAUDERDALE, FL 33304

MR  
 MRS. BILLYE L. MORRISON  
 1500 CONCORDIA TERRACE, SUITE 200  
 FT. LAUDERDALE, FL 33304  
 TEL: 954-344-8888  
 FL ARCHITECT LICENSE # 17284

Project:  
 SASSAL PINES PARK  
 6005  
 GPS 1457 MI  
 COCONUT CREEK, FL 33073

COMPOUND PLAN

Project No.	7140041
Design	09/21/14
Client	metroPCS
Scale	AS SHOWN
Client Approval	0
Drawing No.	A-1



NOTE:  
 PLAN INFORMATION CONTAINED HEREIN IS TAKEN FROM THE DOCUMENTS PROVIDED BY CLIENT. NEITHER WARRANTY NOR GUARANTEE IS GIVEN BY THE ARCHITECT NOR MORRISON ASSOCIATES FOR THE ACCURACY OR COMPLETENESS OF THE DATED COMPOUND PLAN INFORMATION.

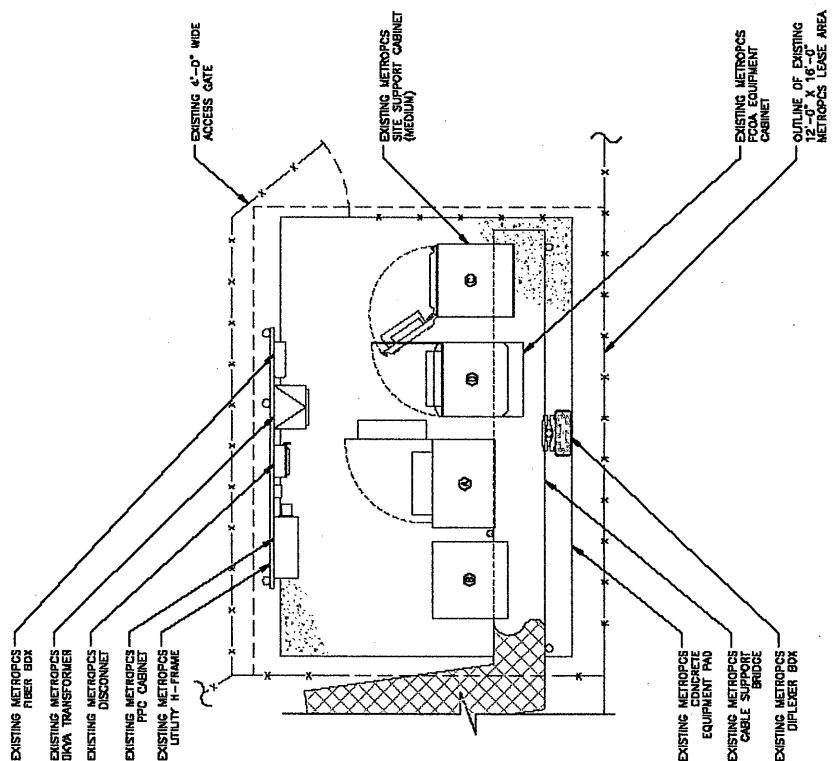
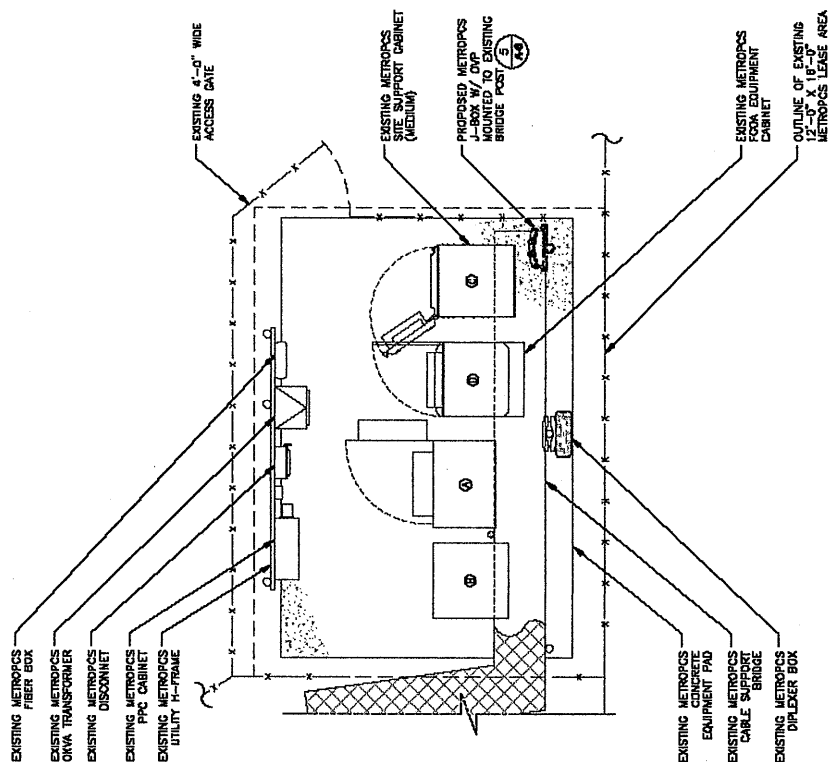
COMPOUND PLAN

**EQUIPMENT LIST LEGEND**

①	EXISTING METROPCS 4.0B EQUIPMENT CABINET
②	EXISTING METROPCS 4.0B BATTERY CABINET STACK MOUNTED
③	EXISTING METROPCS SITE SUPPORT CABINET (MEDIUM) (SECTIONS A, B & C)
④	EXISTING METROPCS FOQA EQUIPMENT CABINET (SECTIONS A, B & C)

**EQUIPMENT LIST LEGEND**

①	EXISTING METROPCS 4.0B EQUIPMENT CABINET
②	EXISTING METROPCS 4.0B BATTERY CABINET STACK MOUNTED
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24" X 36" SCALE 1/8" = 1'-0"  
 11" X 17" SCALE 1/4" = 1'-0"  
**PROPOSED EQUIPMENT PLAN**

24" X 36" SCALE 1/8" = 1'-0"  
 11" X 17" SCALE 1/4" = 1'-0"  
**EXISTING EQUIPMENT PLAN**

Oct 20 2011  
 ROBERT J. LABA  
 REGISTERED ARCHITECT  
 STATE OF FLORIDA  
 AR 67824

1800 CONCORD TERRACE  
 FT. LAUDERDALE, FL 33309

**metropCS**

1800 CONCORD TERRACE  
 FT. LAUDERDALE, FL 33309

**MH**  
 MORRISON HERSCHELF  
 1000 UNIVERSITY DRIVE, SUITE 200  
 FT. LAUDERDALE, FL 33304  
 TEL: 954-947-1100 FAX: 954-947-1000  
 FL ARCHITECT LICENSE # 14300  
 FL PROFESSIONAL ENGINEER # 14300

**PROJECT:** SARAL FINANCIAL BANK  
 5005 N.W. 107<sup>th</sup> AVENUE  
 COCONUT CREEK, FL 33073

**DESIGNING TITLE:** EQUIPMENT PLANS

Project No.:	7140041
Designer:	CT
Checker:	RL
Drawn By:	RL
Client Approval:	LP
Sheet No.:	0
Drawing No.:	A-2



STATE OF FLORIDA  
 PROFESSIONAL ENGINEERS & ARCHITECTS  
 BOARD OF REGISTRATION  
 1200 GULF BLVD., SUITE 1200  
 TAMPA, FLORIDA 33602-2600  
 TEL: 813-245-8300 FAX: 813-245-8301  
 WWW.FLORIDAPEA.COM  
 REG. NO. 11075  
 EXPIRES 12/31/2013



Oct 20 2013  
 ROBERT J. LARA  
 REGISTERED ARCHITECT  
 STATE OF FLORIDA  
 AR67224

No.	Date	Revision
5		
4		
3		
2		
1		

Q 10/26/14 ISSUED FOR PERMIT  
 A 10/26/14 ONE CD SUBMITTAL

**metroPCS**

1800 CONCORD TERRACE  
 SUITE 200  
 FT. LAUDERDALE, FL 33309

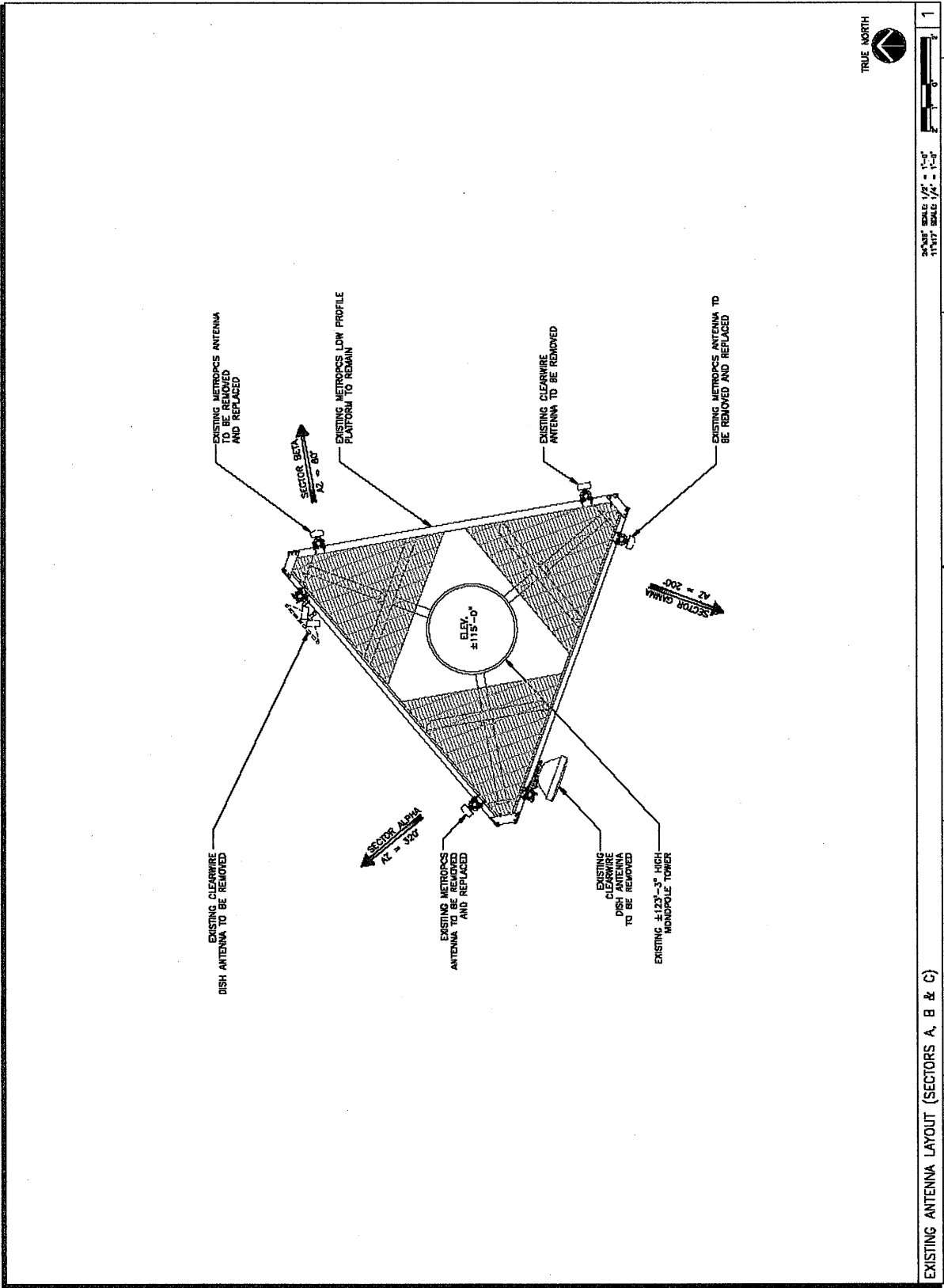


MOBILE PHONE FIELD  
 1800 CONCORD TERRACE, SUITE 200  
 FT. LAUDERDALE, FL 33309  
 TEL: 813-877-6000 FAX: 813-877-6000  
 FL APPROVED FOR CONSTRUCTION  
 LICENSE NO. 15170

Project:  
 GABRIEL PINES PARK  
 5005 NW 30TH AVENUE  
 COCONUT CREEK, FL 33073

Drawing Title:  
 EXISTING  
 ANTENNA LAYOUT

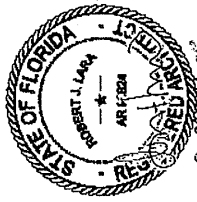
Project No:	7140091
Client:	09/20/14
Drawn By:	Checked By:
PL Review:	Client Approval:
Issue No:	0
Drawing No.:	A-3



3/4\"/>

EXISTING ANTENNA LAYOUT (SECTORS A, B & C)

STATE OF FLORIDA  
**REGISTERED PROFESSIONAL ARCHITECT**  
 ROBERT JERRY LARA  
 ART/284  
 OCT 20 1974



Project: 8888L PINES PARK  
 87B1487M  
 8006 NW 30TH AVENUE  
 COCONUT CREEK, FL 33073

No.	Date	Action
1		
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5		

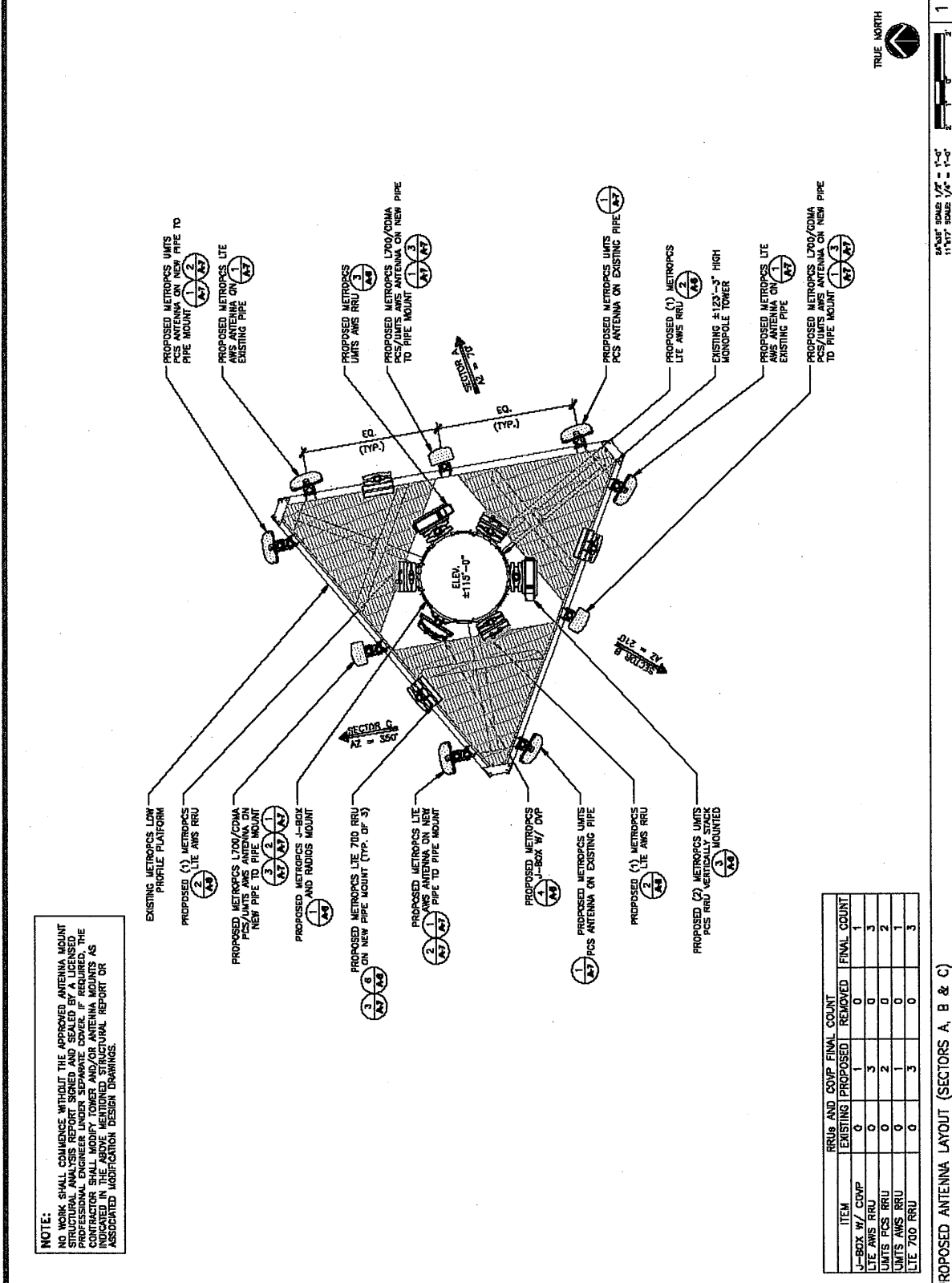
metropCS

1850 OCEANVIEW  
 SUITE 201  
 FT. LAUDERDALE, FL 33309

**MI**  
 MICRONICAL INTERNATIONAL  
 5006 NW 30TH AVENUE  
 COCONUT CREEK, FL 33073  
 TEL: (954) 874-5000 FAX: (954) 874-5000  
 FL REG. NO. 47487-A  
 WWW.MICRONICAL.COM

Project:  
 Drawing Title:  
**PROPOSED ANTENNA LAYOUT**

Date:	08/21/14
Drawn By:	RL
Checked By:	RL
Client Approval:	LP
Drawing No.:	0
Sheet No.:	A-4



### ANTENNAS SPECIFICATIONS

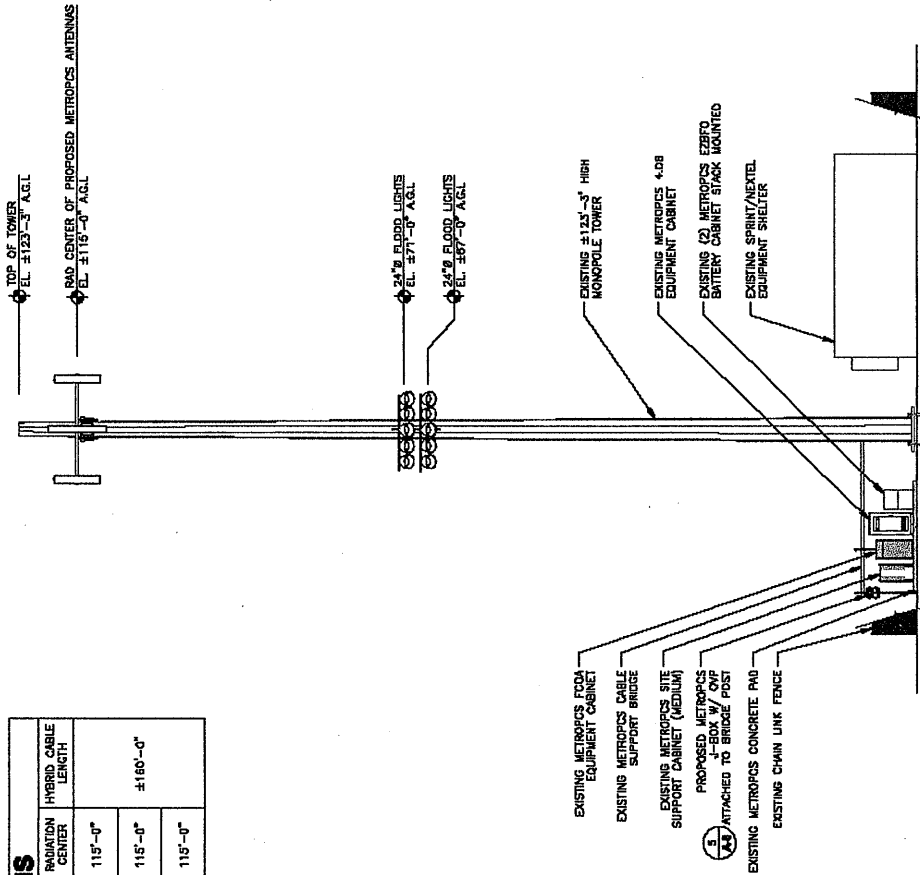
ANTENNA SECTOR	AMOUNT IN DEGREES	MAKE	MODEL	QTY.	SEPARATION CENTER	HYBRID CABLE LENGTH
ALPHA	70	CELLMAX	CMA-BDHH/6520/ED-B	2	115'-0"	
		ANDREW	SRNH-1D658	1		
BETA	210	CELLMAX	CMA-BDHH/6520/ED-B	2	115'-0"	±160'-0"
		ANDREW	SRNH-1D658	1		
GAMMA	350	CELLMAX	CMA-BDHH/6520/ED-B	2	115'-0"	
		ANDREW	SRNH-1D658	1		

FINAL EQUIPMENT INVENTORY
ANTENNAS
(N) (8) CELLMAX - CMA-BDHH/6520/ED-B
(N) (3) ANDREW SRNH-1D658
REMOTE RADIO
(N) (3) NOKIA FRIC W/O SOLAR SHIELD
(N) (2) NOKIA FRIC W/ SOLAR SHIELD
(N) (1) NOKIA FRIC W/ SOLAR SHIELD
(N) (5) NOKIA FRIB W/ SOLAR SHIELD
CABLES
(N) (1) 1.584" HIGH CAPACITY HCS
(E) (6) 7/8" COAX
JUNCTION BOXES
(N) (1) RAYCAP ASUB338TYP1 COMP (AT TOWER)
(N) (1) RAYCAP ASUR338TYP1 COMP (AT GROUND)

NOTE: E = EXISTING  
N = NEW

NOTE: INFORMATION CONTAINED HEREIN IS TAKEN FROM THE DOCUMENTS PROVIDED BY CLIENT. NEITHER WARRANTY NOR GUARANTEE IS GIVEN BY THE ARCHITECT NOR MORRISON HERSHFIELD CORPORATION TO THE ACCURACY OR THE COMPLETENESS OF THE COPIED ELEVATION INFORMATION.

NOTE: NO WORK SHALL COMMENCE WITHOUT THE APPROVED TOWER/ANTENNA MOUNT STRUCTURAL REPORT. THE CONTRACTOR SHALL VERIFY THE TOWER/ANTENNA MOUNTS AS INDICATED IN THE ABOVE MENTIONED STRUCTURAL REPORT OR ASSOCIATED MODIFICATION DESIGN DRAWINGS.



TOP OF TOWER  
EL. ±123'-3" A.G.L.

RAD CENTER OF PROPOSED METROPCS ANTENNAS  
EL. ±115'-0" A.G.L.

24" FLOOD LIGHTS  
EL. ±77'-0" A.G.L.

24" FLOOD LIGHTS  
EL. ±57'-0" A.G.L.

EXISTING ±123'-3" HIGH  
MONOPOLE TOWER

EXISTING METROPCS 4.08  
EQUIPMENT CABINET

EXISTING (2) METROPCS EZ650  
BATTERY CABINET STACK MOUNTED

EXISTING SPRINT/NETEL  
EQUIPMENT SHELTER

EXISTING METROPCS MON  
EQUIPMENT CABINET

EXISTING METROPCS CABLE  
SUPPORT BRIDGE

EXISTING METROPCS SITE  
SUPPORT CABINET (MEDIUM)

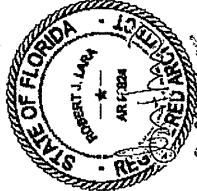
PROPOSED METROPCS  
4-BOX W/ OVP  
ATTACHED TO BRIDGE POST

EXISTING METROPCS CONCRETE PAD

EXISTING CHAIN LINK FENCE

ELEVATION

11" x 17" SCALE 1/8" = 1'-0"  
11" x 17" SCALE 1/8" = 1'-0"



STATE OF FLORIDA  
ROBERT J. LARA  
AR 17824  
Oct 20, 2014  
ROBERT JERRY LARA  
REGISTERED ARCHITECT  
STATE OF FLORIDA  
#192264

metropcs

1650 CHESAPEAKE  
SUITE 200  
FT. LAUDERDALE, FL 33309

Comment:  
**MH**  
MORRISON HERSHFIELD  
CORPORATION  
11100 WINDYBUSH DRIVE, SUITE 200  
FORT LAUDERDALE, FL 33328  
TEL: 954-877-0800 FAX: 954-877-4800  
FL REG. NO. 1000000000000000  
WWW.MORRISONHERSFIELD.COM

Project:  
**SABAL PINES PARK**  
**61871427M**  
5045 NW 38TH AVENUE  
COCONUT CREEK, FL 33073

Project No.:  
7140251

Drawn By:  
CT

Checked By:  
BL

PIR Review:  
Client Approval

Issue No.:  
0

Drawing Title:  
**ELEVATION**

No.	Date	Action
1	10/20/14	ISSUED FOR PERMIT
2	10/20/14	FOR CD SUBMITTAL