

**FIFTH AMENDMENT TO
LEASE AGREEMENT
BETWEEN
CITY OF COCONUT CREEK, FLORIDA
AND
T-MOBILE SOUTH LLC
DATED MAY 8, 2008**

This Fifth Amendment to the Lease Agreement dated May 8, 2008 (this "Fifth Amendment") is made this ____ day of _____, 2025 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 **T-MOBILE SOUTH LLC**, with its principal offices located at 12920 SE 38TH Street, Bellevue, WA 98006, hereinafter "TENANT".

WHEREAS, CITY and TENANT entered into the Original Lease Agreement on May 8, 2008, the First Amendment to Lease Agreement dated August 8, 2008, the Second Amendment dated July 14, 2016, the Third Amendment dated January 11, 2017, and the Fourth Amendment dated January 24, 2019 (hereinafter, collectively, the "Agreement"), whereby TENANT leased from CITY a portion of real property located within the City's Winston Park Nature Center (the "Property") and space on the City's telecommunications tower (the "Tower") at 5201 NW 49th Avenue, Coconut Creek, FL 33073, commonly referred to as Winston Park, and more fully described in the Agreement; 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 allow TENANT to modify and add additional 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 thereafter amended by the First, Second, Third and Fourth Amendments, shall remain in full force and effect, subject only to and superseded by the amendments contained herein in the Fifth Amendment; and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 Fifth Amendment to the Agreement as amended, under Florida Law and its Home Rule Powers for the protection of the Public Health, Safety and Welfare of its citizens.

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 Fifth Amendment as follows:

1. The recitations above are incorporated herein. Language changes to the Agreement as provided in this Fifth Amendment are depicted as follows: words in strike through type are deletions from existing text; words in underscored type are additions to existing text; and a line of asterisks (***) indicates existing text is not shown.
2. To clearly recognize the property that is currently leased, as well as clarify the existence of a non-exclusive easement area used for TENANT'S connection to the Tower, Section 1.01, within Section 1, "REAL PROPERTY TO BE LEASED," of the Agreement is hereby amended to read as follows:
 - 1.01 CITY shall lease to TENANT that certain an approximately two hundred eighty-nine square foot (289 sq. ft.) specifically (17' x 17'), parcel of real property, situated in Winston Park Nature Center located in Coconut Creek, Broward County, Florida (the "Leased Premises"), together with a non-exclusive ground easement over, under and through the real property that physically connects the Leased Premises to the Tower, specifically a 3 foot wide by 6 foot wide adjacent path, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles along the paved roadways, including trucks, and for installation and maintenance of utility wires, cables, conduits and pipes, under or along a 12 foot wide by 350 foot long right-of-way (more particularly described in Exhibit "B" "A-1," and visually depicted, in Exhibit "B-3") attached hereto and incorporated herein. The leased property consisting of approximately 289 square feet (as shown on Exhibit "B") and right of way for access and utilities are hereinafter referred to as the "Property".
3. To clearly recognize the TENANT'S leased space on the Tower, Section 1.02, within Section 1, "REAL PROPERTY TO BE LEASED," of the Agreement is hereby amended to read as follows:
 - 1.02 CITY further leases to TENANT certain aerial space on the Tower (as defined below) at one hundred feet (100 ft.) above ground level ("AGL") and as shown in Exhibit "BD-3," attached hereto and incorporated herein and referred to as (the "Tower Space").
4. To clearly provide for a non-exclusive underground utility easement that connects the leased space to an existing right-of-way, the following Section 1.03, within Section 1, "REAL PROPERTY TO BE LEASED," of the Agreement is hereby amended to read as follows:
 - 1.03 The CITY shall grant to TENANT, as a provision dependent upon the effectiveness of this lease, a Non-Exclusive Utility Easement ("Utility Easement"), more particularly described in Exhibit "A-1" (and visually depicted in "B-3") for the sole purpose of installation and maintenance of utility wires, cables, conduits and pipes, under the ground that connects the Leased

Premises to an electrical transformer pad on the Land as visually depicted in Exhibit "B-3". CITY expressly reserves the right to install minor landscaping, irrigation, other utilities, limited asphalt or concrete parking areas and/or fencing within the Non-Exclusive Utility Easement, subject to the terms hereof. TENANT expressly accepts its obligation to mark its underground infrastructure therein consistent with Florida's "Underground Facility Damage Prevention and Safety Act." CITY further expressly reserves the right to relocate the Non-Exclusive Utility Easement in the CITY's sole discretion, and will provide notice to TENANT to relocate its underground facilities occupying said space 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. Upon natural expiration or earlier termination of this Agreement, the Non-Exclusive Utility Easement provided hereunder will be automatically extinguished, and TENANT shall be responsible (at its sole expense) for removal of its facilities therein. Facilities left within the former Non-Exclusive Utility Easement by TENANT or not relocated after Notice to Relocate has been provided under this paragraph, will be considered abandoned if same are not removed or properly relocated within the time specified by CITY in writing. Any City-incurred costs for removal of TENANT's abandoned facilities will be charged to TENANT, and CITY reserves all rights to collect said sums. CITY grants TENANT a non-exclusive right during the term of this Agreement to install, maintain and operate certain wires, cables, conduits and pipes, over the Land necessary to connect TENANT's communications equipment located within the Property to TENANT'S antennae and other appurtenances located within the Tower Space.

5. To clarify the interests controlled by the Agreement, the following Section 1.04, will be added within Section 1, "REAL PROPERTY TO BE LEASED," as follows:
1.04 The Leased Premises, Tower Space, and Non-Exclusive Utility Easement are hereinafter collectively referred to as the "Property," unless the particular context dictates otherwise.
6. To clarify the prior approval of TENANT's permitted installation of a generator, Section 2.03 of the Agreement, is hereby amended to read as follows:
2.03 TENANT shall have the right to install a new 48-kilowatt generator in tenant's existing compound and shall replace the existing perimeter fence with an eight (8) foot a security fence (including private slats) which meets the requirements of the Code of the CITY, a referenced and attached hereto as Exhibit E to the Agreement. A revised site plan showing the generator placement and new fencing is attached hereto as Exhibit D-2, Annex 1 which supplements but does not replace the existing Lease Exhibit D-2. The location of the fencing and placement of the generator within TENANT's Leased Premises are depicted in Exhibit "D-3".
7. To clearly recognize the TENANT'S obligation to conceal its antennae and equipment located on the Tower, the parties agree to add a new section, to wit: Section 2.13,

within Section 2, "DUTIES AND RESPONSIBILITIES OF TENANT," of the Agreement to read as follows:

2.13 TENANT's equipment must be installed in a manner that removes the fewest faux branches, and maintains as many branches per the original design of the monopine structure as reasonably possible. TENANT shall reinstall/restore any dislocated or removed faux branches after installation of its equipment to restore any existing concealment elements at the TENANT's equipment elevation. TENANT's antennas and fixtures are to be painted or colored green and shall use antenna wraps with faux branches which match the color and style of the existing Tower. TENANT's other equipment on the Tower must be painted or colored gray/brown to match the color of the "trunk". TENANT shall ensure that the Tower profile and concealment post-installation is the same as, or better than, the concealment prior to the contemplated modifications.

8. To clarify TENANT obligations regarding use of Hazardous Materials, Section 4.02 of Section 4 of the Agreement, "ACKNOWLEDGEMENT," is hereby amended to add the following sentence at the end of Section 4.02:

"...Notwithstanding the foregoing, TENANT is allowed to install and maintain a diesel-powered electrical generator within the Leased 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, and/or any such other requirements as are deemed necessary by the City for safety purposes. 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 Leased Premises. 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. The City hereby modifies any earlier representations made as they may pertain to fuel and storage on the site, and further clarifies that the City may allow well insulated batteries and safely transported fuel for use by a CITY-approved emergency electrical generator(s) inside the lease premises of other tenants and for CITY's own purposes upon the Land. As such, CITY will not defend, indemnify, or hold harmless anyone under this limited exception.

9. In Section 5, "TERM OF AGREEMENT," of the Agreement, Sections 5.01 and 5.03 are hereby amended to read as follows:

5.01 Term: The Term of this Agreement shall be ten (10) years commencing ~~upon the first to occur: (i) thirty (30) days after the issuance of a building permit for the commencement of installation by TENANT, or (ii) three (3) months from the date of execution of this Agreement by both TENANT and CITY on July 17, 2008~~ ("Commencement Date") and expiring at 11:59 p.m. on the day immediately preceding the tenth (10th) anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Section 7 or elsewhere in 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 applicable certificate, permit and approval as required by federal, state and/or local authorities.

5.03 ~~Reserved. 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. The Agreement shall be for annual terms thereafter unless terminated by either party by giving the other party written notice of its intention to terminate at least six (6) months prior to the end of the term.~~

10. Due to the addition of Tenant's new loading on the Tower, Section 6.01 of the Agreement (as was amended through a Second Amendment dated July 14, 2016), is deleted in its entirety and amended to read as follows:

6.01 Rent: TENANT shall pay CITY as rent hereunder, the amounts set forth in this Section 6, together with any applicable State, County, or local taxes. 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. Commencing on the first day of the month following full execution of this Fifth Amendment, TENANT shall pay Seventy-Four Thousand Eight Hundred Thirty-Eight Dollars and 44/100 Cents (\$74,838.44) per year payable monthly in the amount of Six Thousand Two Hundred Thirty-Six Dollars and 53/100 Cents (\$6,236.53) ("Rent"). Rent for any fractional month 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 Section 16, herein. Thereafter, the Rent shall be increased annually commencing on July 17, 2026 and on each anniversary of July 17 thereafter during any Renewal Term, at an amount equal to four percent (4%) of the annual Rent in effect for the previous twelve 12 months. Within fifteen (15) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay to the CITY as rent Thirty Thousand DOLLARS (\$30,000.00) per year payable in equal monthly installments ("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. at the address specified herein. Thereafter, rent 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. On the earlier of August 1, 2016 or the date that Tenant begins construction of improvements described in Exhibit D 1, the Rent shall increase by Eight Hundred Thirty Two and 66/100 Dollars (\$832.66) per month, prorated for any partial months.

11. The Rent Abatement consideration previously provided for in the Agreement dated May 8, 2008, within Section 6.02, "Rent Abatement," has concluded and the full Abatement

was realized by TENANT as of May 2015, and therefore Section 6.02 is hereby deleted in its entirety as follows:

6.02 ~~Reserved Rent Abatement: In consideration of TENANT constructing the Tower and tower foundation and providing a bill of sale to the CITY to the Tower and tower foundation upon receipt of a Certificate of Occupancy (or its equivalent), TENANT shall receive a rent abatement in the amount of fifty percent (50%) of Rent to be applied against the Rent for a term sufficient for TENANT to recover its actual costs for and expense of constructing the Tower and tower foundation up to One Hundred and Fifteen Thousand Dollars (\$115,000.00). TENANT agrees to provide the CITY with copies of the actual invoices and payment receipts related to the purchase and construction of the Tower and tower foundation. The rent abatement specified herein will begin on the Commencement Date and continue until TENANT has fully recouped the amount set forth herein.~~

12. To address changes in the Agreement's term, Section 7.04 of the Agreement is hereby deleted and replaced with the language as follows:

7.04 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. To clarify the City's rights and its public interest in mitigating liabilities, Section 8.03 of the Agreement within Section 8, "INDEMNIFICATION," is hereby deleted in its entirety.

~~8.03 To the extent permitted by law, the CITY agrees to save and hold TENANT, its officers, agents and employees, harmless from and indemnify for any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in conjunction with or because of the use and occupancy of the Land or the Tower by CITY or its officers, agents, employees or independent contractors or the breach of this Agreement by CITY. Pursuant to the foregoing liability, CITY shall pay all claims, losses, liens, settlements and judgments of any nature whatsoever, in connection therewith, including, but not limited to, reasonable paralegal fees, reasonable attorney's fees and costs to defend all claims or suits, including attorney's fees on appeal, in the name of TENANT when applicable, and shall pay all costs and judgments which may issue thereon at both the trial and appellate levels to defend all suits. This indemnity shall not apply to any claims arising from an act of negligence or intentional misconduct of the indemnified party, its employees, agents or contractors.~~

14. To ensure that Section 12, "GOVERNING LAW: VENUE," of the Agreement is updated with current language to carry out the wishes of the parties as it relates to venue, the parties agree to amend Section 12.02 of the Agreement to read as follows:

12.02 Any claim, objection or disputes arising out of the terms of this Agreement shall be litigated exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida, and any matters requiring federal review exclusively in the United States District Court for the Southern District of Florida.

Owner Site I.D.: Coconut Creek Winston Park
Site Management I.D.: CFLCOC07-1
Tenant Site I.D.: 6FB1251A-Winston Nature Gardens

15. 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. CITY and TENANT may from time to time designate any other address for this purpose by providing written notice to the other party.

As to CITY:

CITY OF COCONUT CREEK
4800 West Copans Road
Coconut Creek, FL 33063
Attn: City Manager

With copy to

City's Tower Manager:
CityScape Consultants, Inc.
2423 S Orange Ave #317
Orlando, FL 32806
Attention: Contract Administrator

As to TENANT:

T-Mobile South LLC
c/o T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site ID: 6FB1251A

16. To address changes in the Agreement as accomplished by this Fifth Amendment, a New Memorandum of Agreement is established hereby and Section 18, "PUBLIC RECORDS," of the Agreement is hereby amended to read as follows:

18.01 CITY and TENANT agree that a Memorandum of Agreement in the form annexed hereto as Exhibit C-1" shall be recorded in the Public Records of Broward County, Florida, not more than ninety (90) days from the date of execution of this Agreement by TENANT and the cost for recordation shall be paid by the TENANT. ~~CITY agrees that the ordinance approving this Agreement shall contain substantially similar language to the draft ordinance attached hereto as Exhibit "C", and that said ordinance will be recorded in the Public Records of Broward County, Florida promptly after same has been fully executed.~~

17. To update and clarify the operative exhibits of the Agreement, the below listing and descriptions are intended by the parties to be the current and correct exhibits:

- (1) Exhibit "A" of the Original Agreement dated May 8, 2008, is deleted in its entirety, and replaced with Exhibit "A-1", attached hereto and made a part hereof. Any references throughout the Agreement to Exhibit A, will now be read to mean Exhibit "A-1". Exhibit "A-1" is intended by the parties to contain the legal descriptions of the interests in land discussed in the Agreement.
 - (2) Exhibit "B", as contained in the Original Agreement dated May 8, 2008, was deleted in its entirety and superseded by the Exhibits "B-1" and "B-2", as contained in the First Amendment to the Agreement dated August 8, 2008. By this Fifth Amendment to the Agreement, dated as indicated above, the parties hereby delete Exhibits "B-1" and "B-2", in their entirety, and replaced with Exhibit B-3, attached hereto, and made a part hereof. Any references throughout the Agreement to Exhibit "B", "B-1", and "B-2", will now be read to mean Exhibit "B-3". Exhibit "B-3" is intended by the parties to contain the visual depictions of the legally described interests in land discussed in the Agreement.
 - (3) Exhibit "C" contained in the original Agreement dated May 8, 2008 provided that the Agreement was approved by City Ordinance No.2008-18, and further provided for a Memorandum of Lease for Parcel Number 484207032720, which was recorded October 21, 2009 as instrument number 108928972 in Official Records Book 46610 at Page 1390 of the Public Records of Broward County Florida (the "MOA"). The MOA is hereby repealed in its entirety and replaced with Exhibit "C-1", the "New Memorandum of Agreement", to be recorded in the Public Records of Broward County Florida, which shall rescind and replace the MOA previously recorded as instrument number 108928972 in OR Book 46610 at Page 1390. Exhibit "C-1" is intended by the parties to contain the updated document that, upon full execution, will be recorded in the Broward County Official Records Books. Any references throughout the Agreement to Exhibit "C", will now be read to mean Exhibit "C-1".
 - (4) Exhibit "D", as contained in the original Agreement dated May 8, 2008, was deleted in its entirety and superseded by former Exhibit "D-1", as contained in the Second Amendment to the Agreement dated July 14, 2016, and such former Exhibit "D-1" was deleted in its entirety and superseded by Exhibit "D-2", as contained in the Third Amendment to the Agreement dated January 11, 2017. Through this Fifth Amendment to the Agreement the parties hereby delete Exhibit "D-2", in its entirety, and replace with Exhibit "D-3", attached hereto and made a part hereof. Exhibit "D-3" is intended by the parties to contain the updated equipment listing, frequencies, and diagrams of antenna and ground layouts, as authorized by the Agreement. Any references throughout the Agreement to Exhibit "D", "D-1", and "D-2", will now be read to mean Exhibit "D-3".
 - (5) Exhibit "E", as contained in the Fourth Amendment to the Agreement dated January 24, 2019, is hereby deleted in its entirety.
18. At time of TENANT's tower antenna installation contemplated in this Fifth Amendment, TENANT agrees to correct a minor deficiency of chipped paint within TENANT's aerial space on Tower (between 95' and 105' AGL) by cleaning and repainting the affected area using industry standard techniques and materials. TENANT agrees to clean area

of Tower in which the chipping exists and repaint the deficient area to match the existing Larson camouflage monopole shaft Tower paint.

19. A material aspect of this Fifth Amendment is the TENANT's representation that it will procure and maintain insurance for the duration of Agreement against any and all claims for injuries to persons or damages to property to the extent they arise from the TENANT's use of the Property hereunder. Such insurance shall be as specifically depicted in the Agreement, with the addition of coverage that insures against any and all claims for damages to persons or damages to property arising from radiofrequency emissions resulting from TENANT's operations.
20. TENANT acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications.
21. CITY and TENANT each hereby warrant to the other that the person executing this Fifth Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Fifth 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 Fifth Amendment, or that such consent has been given.
22. The Agreement, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth 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, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and/or this Fifth Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement, the First Amendment, Second Amendment, Third Amendment, Fourth and/or this Fifth 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, the First Amendment, Second Amendment, Third Amendment, Fourth and/or this Fifth Amendment.
23. All remaining provisions of the Agreement, First Amendment, Second Amendment, Third Amendment, and the Fourth Amendment thereto not inconsistent with this Fifth Amendment shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto. In the event of a conflict between the terms and conditions of this Fifth Amendment and the terms and conditions of the Lease, the First Amendment, Second Amendment, Third Amendment or Fourth Amendment, the terms and conditions of this Fifth Amendment shall govern.

Owner Site I.D.: Coconut Creek Winston Park
Site Management I.D.: CFLCOC07-1
Tenant Site I.D.: 6FB1251A-Winston Nature Gardens

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

CITY

CITY OF COCONUT CREEK, a
municipal corporation

ATTEST:

Joseph J. Kavanagh, City Clerk

By: _____
Jacqueline Railey, Mayor

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney

TENANT

T-MOBILE SOUTH LLC,
a Delaware limited liability company

Witness

Print Bert Simon

Witness

Print Maria Simon

By: _____

Print Name: CJ JOHNSON

Title: ENG MARKET DIRECTOR



[Exhibits to follow]

Owner Site I.D.: Coconut Creek Winston Park
Site Management I.D.: CFLCOC07-1
Tenant Site I.D.: 6FB1251A-Winston Nature Gardens

EXHIBIT A-1
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to the Fifth Amendment dated _____, 2025 by and between the City of Coconut Creek, a municipal corporation, as CITY, and T-MOBILE SOUTH LLC, a Delaware limited liability company, as TENANT.

**LEGAL DESCRIPTION OF LAND, TENANT LEASED PREMISES,
AND NON-EXCLUSIVE EASEMENT(S)**

LEGAL DESCRIPTION OF LAND:

**PARENT PARCEL
TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF
RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA.**

Parcel IDs 484207032760 and 484207032720.

LEGAL DESCRIPTION OF TENANT GROUND SPACE ("LEASED PREMISES"):

**THAT PART OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A,
AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND
STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF
NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON
THE PLAT OF WINSTON PARK SECTION ONE-A, RECORDED IN PLAT BOOK 131,
PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S
00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45
FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE POINT OF BEGINNING;
THENCE S 82°27'51" W FOR 17.00 FEET; THENCE N 07°32'09" W FOR 17.00
FEET; THENCE N 82°27'51" E FOR 17.00 FEET; THENCE S 07°32'09" E FOR
17.00 FEET TO SAID POINT OF BEGINNING.**

CONTAINING 289 SQUARE FEET, MORE OR LESS.

Owner Site I.D.: Coconut Creek Winston Park
Site Management I.D.: CFLCOC07-1
Tenant Site I.D.: 6FB1251A-Winston Nature Gardens

Exhibit A-1
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TENANT 12-FOOT-WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT

THAT PART OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE--A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA LYING WITHIN 6 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE--A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEAST CORNER OF A 17 FOOT X 17 FOOT TOWER PARCEL; THENCE S 82°27'51" W ALONG THE SOUTHERLY LINE OF SAID TOWER PARCEL FOR 8.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE S 07°32'09" E FOR 41.07 FEET; THENCE N 72°14'13" E FOR 24.51 FEET; THENCE N 44°55'25" E FOR 43.29 FEET; THENCE N 30°18'05" E FOR 80.79 FEET; THENCE N 22°19'02" E FOR 47.65 FEET; THENCE N 57°05'13" E FOR 32.60 FEET; THENCE N 74°53'32" E FOR 30.28 FEET; THENCE N 88°45'43" E TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY OF SAID NORTHWEST 49TH AVENUE, AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 5,945 SQUARE FEET, MORE OR LESS.

TENANT 5-FOOT-WIDE NON-EXCLUSIVE UTILITY EASEMENT

THAT PART OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE--A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE--A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEAST CORNER OF A 17 FOOT X 17 FOOT TOWER PARCEL; THENCE N 07°32'09" W ALONG THE EAST LINE OF SAID TOWER PARCEL FOR 17.00 FEET TO THE NORTHEAST CORNER OF SAID TOWER PARCEL; THENCE S 82°27'51" W ALONG THE NORTH LINE OF SAID TOWER PARCEL FOR 8.86 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N 38°48'40" E FOR 44.11 FEET; THENCE N 00°25'10" W FOR 59.51 FEET; THENCE N 30°28'36" W FOR 11.34 FEET; THENCE N 00°00'00" E FOR 60.98 FEET; THENCE N 90°00'00" E FOR 29.52 FEET TO POINT "A"; THENCE N 00°00'00" E FOR 18.41 FEET; THENCE N 17°40'17" W FOR 3.51 FEET TO AN INTERSECTION WITH THE SOUTHERLY FACE OF AN EXISTING ELECTRIC TRANSFORMER AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURNING TO SAID POINT "A"; THENCE N 90°00'00" E FOR 301.74 FEET; THENCE N 00°00'00" E FOR 58.47 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 2.5 FEET SOUTHERLY OF THE SOUTH LINE OF A 20 FOOT X 30 FOOT PLATTED SOUTHERN BELL UTILITY EASEMENT; THENCE N 89°35'06" E ALONG SAID PARALLEL LINE FOR 6.60 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A 12 FOOT WIDE PLATTED UTILITY EASEMENT AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 2,965 SQUARE FEET, MORE OR LESS.

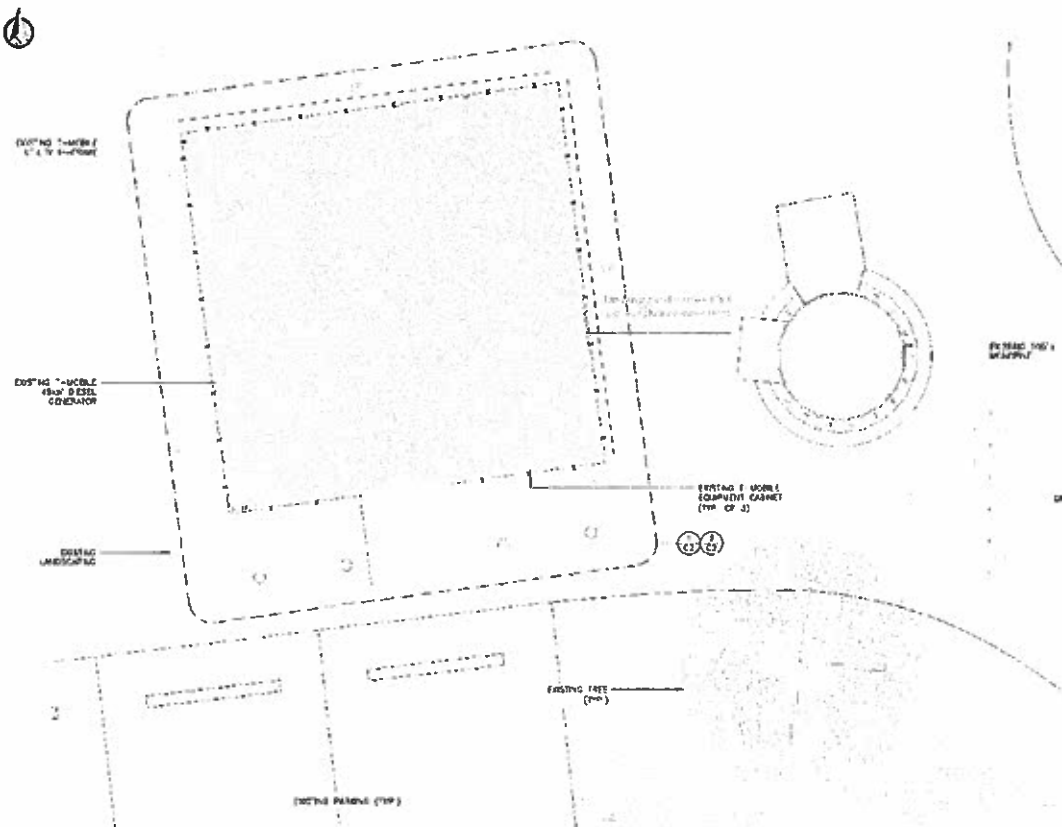
TENANT AERIAL OCCUPANCY ("TOWER SPACE"): 100 +/- ft. AGL

Owner Site I.D.: Coconut Creek Winston Park
Site Management I.D.: CFLCOC07-1
Tenant Site I.D.: 6FB1251A-Winston Nature Gardens

EXHIBIT B-3
Page 1 of 2

to the Fifth Amendment dated _____, 2025 by and between the City of Coconut Creek, a municipal corporation, as CITY, and T-MOBILE SOUTH LLC, a Delaware limited liability company, as TENANT.

VISUAL DEPICTION OF TENANT'S LEASED PREMISES

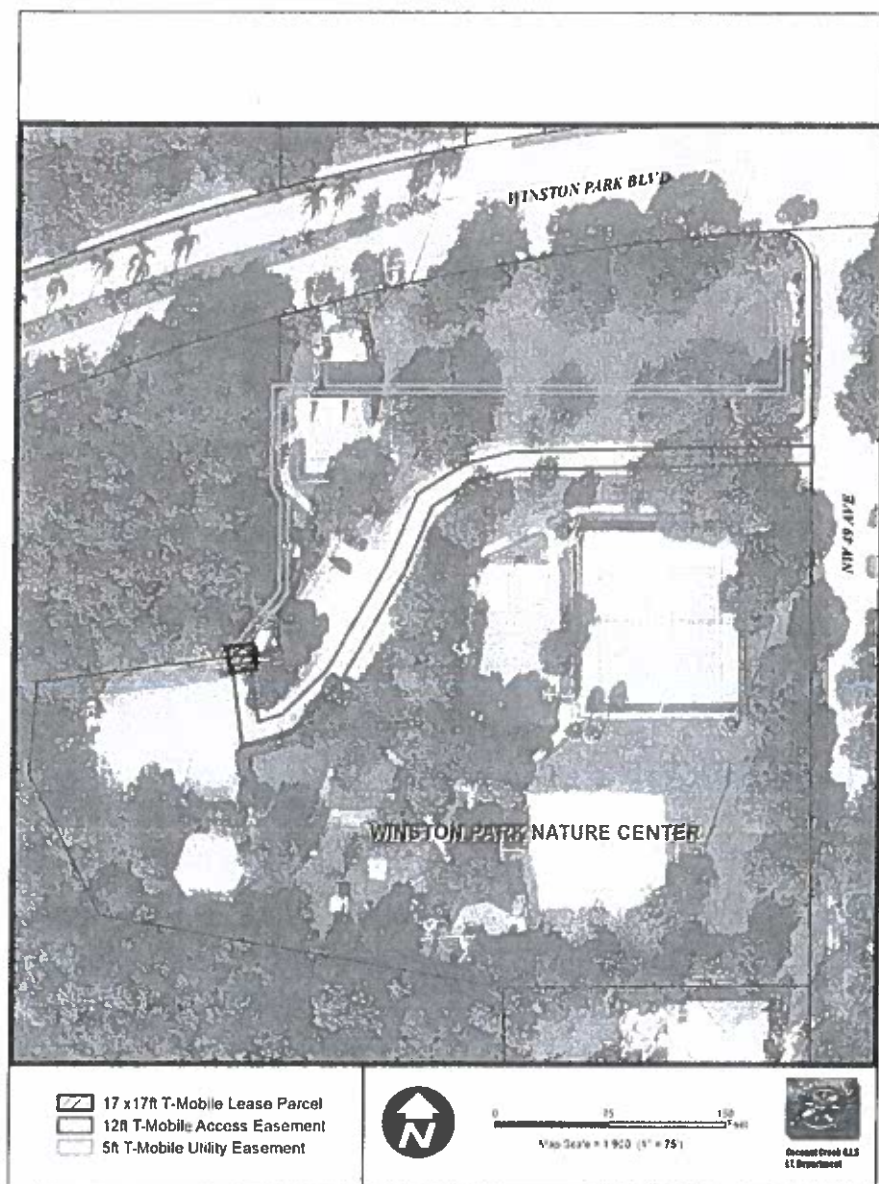


Existing compound layout above is for illustrative purposes to show T-Mobile Lease Parcel (17' x 17') in relation to tower location.

Owner Site I.D.: Coconut Creek Winston Park
Site Management I.D.: CFLCOC07-1
Tenant Site I.D.: 6FB1251A-Winston Nature Gardens

EXHIBIT B-3
Page 2 of 2

GENERAL OVERLAY DEPICTION VIA CITY'S GIS – TENANT ACCESS AND UTILITY EASEMENT:



Owner Site I.D.: Coconut Creek Winston Park
Site Management I.D.: CFLCOC07-1
Tenant Site I.D.: 6FB1251A-Winston Nature Gardens

EXHIBIT C-1
Page 1 of 5

to the Fifth Amendment dated _____, 2025 by and between the City of Coconut Creek, a municipal corporation, as CITY, and T-MOBILE SOUTH LLC, a Delaware limited liability company, as TENANT.

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

T-Mobile South LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management

NEW MEMORANDUM OF AGREEMENT

This New Memorandum of Agreement is entered into on _____, 2025, by the City of Coconut Creek, a municipal corporation, with an address at 4800 West Copans Road, Coconut Creek, Florida 33063 (hereinafter referred to as "Owner" or "Landlord") and T-Mobile South LLC, a Delaware limited liability company, with an office located at 12920 SE 38 Street, Bellevue, WA 98006 (hereinafter referred to as "Tenant").

1. Owner and Tenant entered into a Lease Agreement ("Agreement") effective May 8, 2008 and last dated April 15, 2008 ("Effective Date"), for the purpose of Tenant undertaking certain investigations and tests and installing, operating and maintaining a communications facility and other improvements upon the land. All of the foregoing is set forth in the Agreement. As part of the Agreement, Owner and Tenant caused a Memorandum of Agreement to be recorded on October 21, 2009 as Instrument Number 108928972 in Official Records Book 46610 at Page 1390 of the Public Records of Broward County Florida (the "MOA"). As part of the Fifth Amendment to the Agreement executed by and between Owner and Tenant, which, inter alia, corrects various exhibits and legal descriptions, the MOA is hereby repealed in its entirety and replaced with this New Memorandum of Agreement.
2. Owner and Tenant have amended the Agreement by a Fifth Amendment dated _____, 2025, and wish to adopt this New Memorandum of Agreement as more fully set forth herein.
3. The term of Tenant's tenancy under the Agreement is for ten (10) years commencing July 17, 2008 (the "Commencement Date") and terminating on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, with three (3) successive five (5) year options to renew.
4. The Land that is the subject of the Agreement is described in Exhibit "1" attached hereto. The portion of the Land being leased to Tenant (the "Leased Premises") and all necessary access and utility easements are also described in Exhibit "1," attached hereto and incorporated herein by reference.

[Signatures to follow]

Owner Site I.D.: Coconut Creek Winston Park
Site Management I.D.: CFLCOC07-1
Tenant Site I.D.: 6FB1251A-Winston Nature Gardens

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:

The City of Coconut Creek,
A municipal corporation
4800 West Copans Road
Coconut Creek, FL 33063

TENANT:

T-Mobile South LLC, a Delaware limited liability
company

By: [Exhibit Only]

By: [Exhibit Only]

Name: Jacqueline Railey

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

[Exhibit Only]
City Clerk

Approved as to Legal Form and Sufficiency:

[Exhibit Only]
City Attorney

[Notary signatures to follow]

Owner Site I.D.: Coconut Creek Winston Park
Site Management I.D.: CFLCOC07-1
Tenant Site I.D.: 6FB1251A-Winston Nature Gardens

EXHIBIT C-1
Page 3 of 5

CORPORATE ACKNOWLEDGEMENT

STATE OF _____:
:SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of T-Mobile South LLC, a Delaware limited liability company, to me known to be the person(s) described in and who executed the foregoing instrument, or produced _____ as a form of identification.

WITNESS my hand and official seal this _____ day of _____, 2025.

[Exhibit Only]

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

STATE OF _____:
:SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, by Jacqueline Railey as Mayor, for City of Coconut Creek a municipal corporation, to me known to be the person(s) described in and who executed the foregoing instrument, or produced _____ as a form of identification.

WITNESS my hand and official seal this _____ day of _____, 2025.

[Exhibit Only]

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

EXHIBIT C-1
Page 4 of 5

NEW MEMORANDUM OF AGREEMENT
EXHIBIT "1" – Page 1 of 2
LEGAL DESCRIPTION OF THE LAND & PREMISES

to the New Memorandum of Agreement dated _____, 2025, by and between the City of Coconut Creek, a municipal corporation, as City, and T-MOBILE SOUTH LLC, a Delaware limited liability company, as Tenant.

LEGAL DESCRIPTION OF LAND, TENANT LEASED PREMISES,
AND NON-EXCLUSIVE EASEMENT(S)

Legal Description of Land

PARENT PARCEL

TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Parcel IDs 484207032760 and 484207032720.

Description of T-Mobile Leased Premises

THAT PART OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 289 SQUARE FEET, MORE OR LESS.

EXHIBIT C-1
Page 5 of 5

NEW MEMORANDUM OF AGREEMENT
EXHIBIT "1" – Page 2 of 2
LEGAL DESCRIPTION OF THE LAND & PREMISES

T-Mobile 12-Foot-Wide Ingress and Egress Easement

THAT PART OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA LYING WITHIN 6 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 5,945 SQUARE FEET, MORE OR LESS.

T-Mobile 5-Foot-Wide Utility Easement

THAT PART OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 2,965 SQUARE FEET, MORE OR LESS.

Owner Site I.D.: Coconut Creek Winston Park
Site Management I.D.: CFLCOC07-1
Tenant Site I.D.: 6FB1251A-Winston Nature Gardens

EXHIBIT D-3
Page 1 of 2

to the Fifth Amendment dated _____, 2025, by and between the City of Coconut Creek, a municipal corporation, as CITY, and T-MOBILE SOUTH LLC, a Delaware limited liability company, as TENANT.

EQUIPMENT LISTING, FREQUENCIES, AND
DIAGRAMS OF ANTENNA AND GROUND LAYOUT

Tower mounted equipment –

Platform with New Antenna Mount Face/with Knee Brace

Antennas: (4) EricssonAir 6449
(4) Commscope FFVV-65C-R3
RRU (4) Ericsson RRU 4460
(4) Ericsson RRU 4480
Cable: (18) 7/8" coax (inside pole)
(3) Hybrid Cables (inside pole)

Equipment to include faux branch concealment attached to panel antennas.

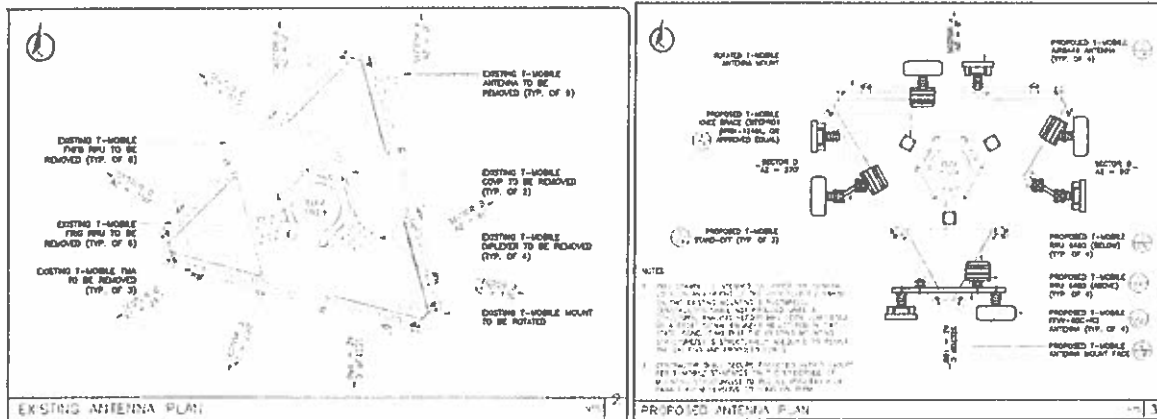
Generator on ground - 48-Kilowatt Diesel Generator with 240-gallon base tank

Frequencies assigned to Tenant by FCC for use on Property

Transmit frequencies (TX): 1965-1990, 2135-2155, 728-734

Receive frequencies (RX): 1885-1910, 1735-1755, 698-704

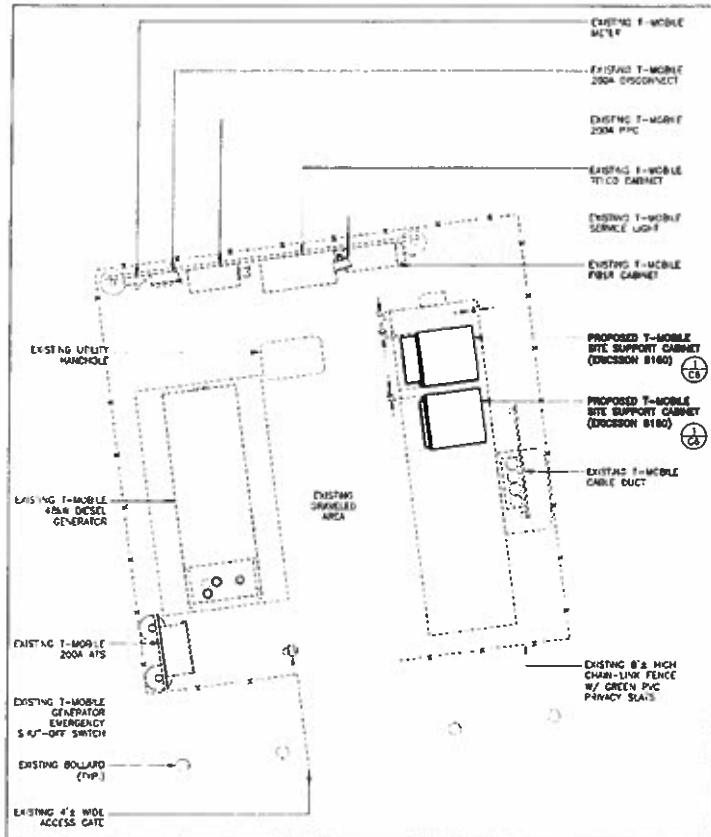
Antenna Orientation Plan



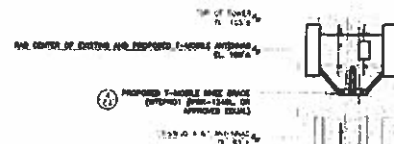
Owner Site I.D.: Coconut Creek Winston Park
 Site Management I.D.: CFLCOC07-1
 Tenant Site I.D.: 6FB1251A-Winston Nature Gardens

EXHIBIT D-3 Page 2 of 2

Ground Plan with Generator



T-Mobile
 100' AGL



NOTES

1. THIS DRAWING IS INTENDED TO REFLECT THE EXISTING LOCATION AND HEIGHT OF THE PROPOSED ANTENNA. THE EXISTING POWER DISTRIBUTION SHALL BE PROVIDED WITH A TYPICAL ANALYSIS REPORT. HAS BEEN COMPLETED BY A PROFESSIONAL ENGINEER LICENSED IN THIS STATE. CONTRACTOR SHALL THE EXISTING TOWER IS SPECIFICALLY ADAPTED TO RESIST THE VIBRATION AND IMPACTED LOADS.
2. T-MOBILE'S EQUIPMENT SHALL BE INSTALLED IN A MANNER THAT REMOVES THE PERMIT FLY BARRIERS AND MINIMIZES AS MANY BRANCHES FOR THE ORIGINAL DESIGN OF THE ANTENNA STRUCTURE AS POSSIBLE.
3. CONTRACTOR SHALL MAINTAIN/ALTER AND SUPPORTS OR REMOVE FLY BRANCHES AFTER INSTALLATION OF ITS EQUIPMENT TO REDUCE ANY EXISTING CONCERNED ELEMENTS OF T-MOBILE'S EQUIPMENT ELEVATION.
4. T-MOBILE'S ANTENNAS AND SUPPORTS ARE TO BE PAINTED OR COLORED GREEN AND SHALL USE MATERIALS WITH FLY BRANCHES WITH WITH THE COLOR AND TYPE OF THE EXISTING TOWER.
5. T-MOBILE'S OTHER EQUIPMENT ON THE TOWER SHALL BE PAINTED OR COLORED GREEN/BLACK TO MATCH THE COLOR OF THE TOWER.
6. CONTRACTOR SHALL ENSURE THAT THE TOWER IS NOT CONTAMINATED WITH ANY OIL OR GREASE, AS OF 01/20/2019, WITH THE EXISTING PERMITS TO THE CONTRACTED WORK.