

**SECOND AMENDMENT TO
LEASE AGREEMENT
BETWEEN
THE CITY OF COCONUT CREEK, FLORIDA
AND
METROPICS FLORIDA, LLC
DATED AUGUST 10, 2006**

This Second Amendment to the Lease Agreement dated August 10, 2006 (this "Amendment") is made this 14th day of July, 2016, 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 **METROPICS FLORIDA, LLC**, with its principal offices located at 12920 SE 38th Street, Bellevue, WA 98006, hereinafter "Tenant".

WHEREAS, City and Tenant entered in to a Lease Agreement on August 10, 2006, as amended by First Amendment to Lease Agreement dated February 12, 2015, (hereinafter, collectively, 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 39th Avenue, Coconut Creek, FL as more fully described in the Agreement; and

WHEREAS, City and Tenant desire to amend the Agreement in order to permit Tenant to install infrastructure for the purpose of relocating equipment owned by the City to a new location on the Tower; and

WHEREAS, City agrees that Tenant shall move the City's equipment from Tenant's existing platform and provide for City a new platform at a new RAD center 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 6.04 is hereby added to the Agreement:

"6.04. Abatement Consideration: City shall abate Tenant, a total sum of Forty-Five Thousand Four Hundred Fifty Dollars and 00 Cents (\$45,450.00), (the "Abatement") for the relocation and installation of a new platform for the City's equipment described in Exhibit D-2. Beginning on the first day of the month, after Tenant begins construction of the City's new platform, Tenant's Rent shall be reduced by fifty percent (50%) of the monthly Rent, until total Abatement is realized in full by Tenant."

2. Exhibit D-1 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 a new Exhibit D-2, attached hereto, and made a part hereof. Exhibit D-2 drawings will be updated to depict Tenant's equipment on their existing platform at RAD center 115' and include the City's equipment at its new location at RAD center 123' on the Tower. In the event of any discrepancy between Exhibit D-1 and D-2, Exhibit D-2 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]

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

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

Mikkie Belvedere
Mikkie Belvedere, Mayor

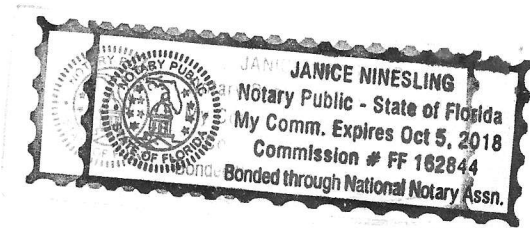
APPROVED AS TO FORM:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of July, 2016, by Mikkie Belvedere, 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**

Michael R.
Witness

Print: Michael Raia

By: Tony R. McDowell

Name: Tony R. McDowell

Title: Sr. Director, Network Eng. & Ops.

Dolores Aleantara
Witness

Print: Dolores Aleantara

STATE OF FLORIDA

COUNTY BROWARD

The foregoing instrument was acknowledged before me this 6th day of May, 2016, by Tony R. McDowell, as Sr. Director, Network Engineering & Operations, 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.

Emilienne O'Rourke

Notary Public, State of Florida

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

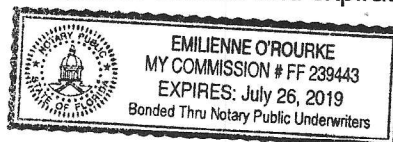


EXHIBIT D-2

to the Second Amendment dated July 14, 2016, 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

Tenant's Existing 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

City Existing Equipment:

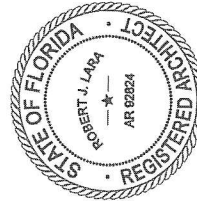
Eight (8) Antennae

- Two (2) 120 degree sector antennae for Cambian 900 MHz frequencies
- Four (4) 90 degree Cambian PMP 450 sector antennae
- One (1) Motorola 23 GHz directional antenna
- One (1) 11 GHz directional antenna

With a CAT 6 shielded cable from City cabinet at the base of the tower

Updated drawings and descriptions will be attached hereto as part of Exhibit D-2

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. IT IS THE POLICY OF THE ARCHITECT TO MAKE ALL INFORMATION CONTAINED HEREIN AVAILABLE TO THE PUBLIC. ANY INFORMATION THAT IS NOT PUBLIC INFORMATION IS IDENTIFIED AS SUCH. ANY INFORMATION THAT IS NOT PUBLIC INFORMATION IS IDENTIFIED AS SUCH. ANY INFORMATION THAT IS NOT PUBLIC INFORMATION IS IDENTIFIED AS SUCH.



ROBERT J. LARA
REGISTERED ARCHITECT
STATE OF FLORIDA
AR92824

No.	Date	Action
0	10/29/14	ISSUED FOR PERMIT
A	08/26/14	008 CD SUBMITTAL
1	.	.
2	.	.
3	.	.
4	.	.
5	.	.

Client:
metroPCS

1300 COCONUT TERRACE
SUITE 200
FT. LAUDERDALE, FL 33323

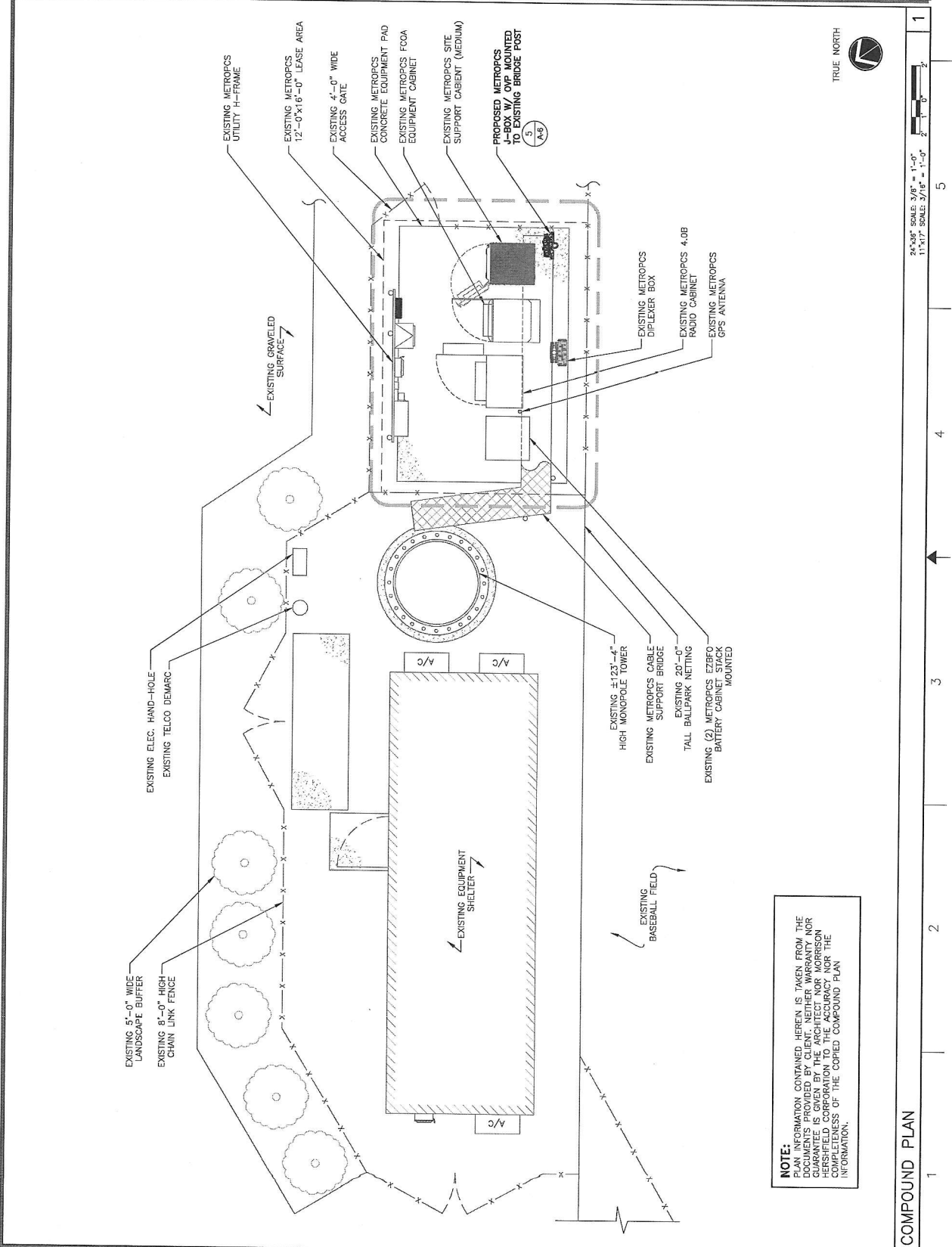
Consultant:
JPL
JAMES P. LARSON ARCHITECTS, INC.
Tel: 854-577-4655 Fax: 854-577-4658
FL C OF A #82308
FL Architect License #AA0000289
www.jplarchitects.com

Project:
SABAL PINES PARK
67B 1427 MI
5005 WINDY CREEK RD
COCONUT CREEK, FL 33073

Drawing Title:
COMPOUND PLAN

Project No.:	7140041
Design:	09/21/14
Drawn By:	RL
Checked By:	RL
Client Approval:	LP
Issue No.:	0
Drawing No.:	A-1

Scale: 1/8" = 1'-0"
11'x17' SCALE: 3/16" = 1'-0"
11'x17' SCALE: 3/16" = 1'-0"



NOTE:
PLAN INFORMATION CONTAINED HEREIN IS TAKEN FROM THE DOCUMENTS PROVIDED BY CLIENT. NEITHER WARRANTY NOR LIABILITY IS MADE BY THE ARCHITECT OR MORRISON HESSFIELD CORPORATION FOR THE ACCURACY OR COMPLETENESS OF THE COPIED COMPOUND PLAN INFORMATION.

COMPOUND PLAN

1 2 3 4 5 6

CONTRACTOR SHALL COMMERCE WITHOUT THE APPROVED ANTENNA MOUNT STRUCTURAL ANALYSIS REPORT ISSUED BY THE REGISTERED PROFESSIONAL ENGINEER UNDER SEPARATE COVER. IF REQUIRED, THE CONTRACTOR SHALL MODIFY TOWER AND/OR ANTENNA MOUNTS AS INDICATED IN THE ABOVE MENTIONED STRUCTURAL REPORT OR ASSOCIATED MODIFICATION DESIGN DRAWINGS.



ROBERT J. LARA
REGISTERED ARCHITECT
STATE OF FLORIDA
AR02824

No.	Date	Action
0	10/20/14	ISSUED FOR PERMIT
A	08/28/14	BOX CD SUBMITTAL

Client:
metroPCS
1300 COCONUT TERRACE
SUITE 200
FT. LAUDERDALE, FL 33323

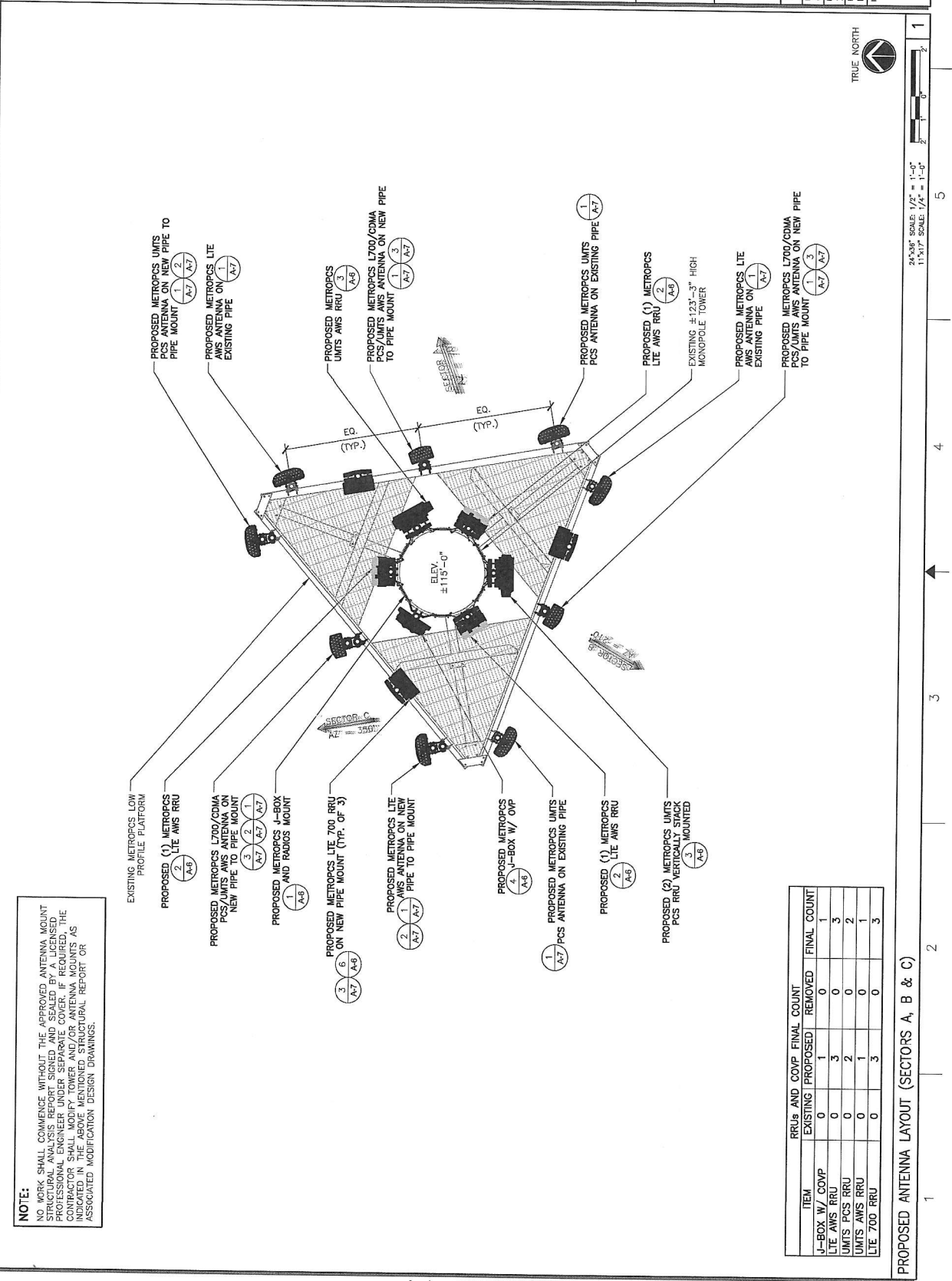
Consultant:
PPH
14655 WINDY HILL BLVD
SUITE 100
FORT WORTH, TX 76140
Tel: 817.477.4650
FL: 813.524.577 / 4658
FL: C OF A #R8308
FL: Arch/elec business # AA02602688
www.pphinc.com

Project:
SABAL PINES PARK
6FB1427M AVENUE
5005
COCONUT CREEK, FL 33073

Drawing Title:
PROPOSED ANTENNA LAYOUT

Project No.:	7140041
Design:	CT
Date:	08/21/14
Drawn By:	AL
Checked By:	RL
Project Number:	LP
Client Approval:	
Issue No.:	0
Drawing No.:	A-4

Scale: 1/4" = 1'-0"
11/32" SCALE 1/4" = 1'-0"



NOTE:
NO WORK SHALL COMMENCE WITHOUT THE APPROVED ANTENNA MOUNT STRUCTURAL ANALYSIS REPORT ISSUED BY THE REGISTERED PROFESSIONAL ENGINEER UNDER SEPARATE COVER. IF REQUIRED, THE CONTRACTOR SHALL MODIFY TOWER AND/OR ANTENNA MOUNTS AS INDICATED IN THE ABOVE MENTIONED STRUCTURAL REPORT OR ASSOCIATED MODIFICATION DESIGN DRAWINGS.

ITEM	RRUS AND COVP		FINAL COUNT
	EXISTING	PROPOSED	
J-BOX W/ COVP	0	1	0
LITE AWS RRU	0	3	0
UMTS PCS RRU	0	2	0
UMTS AWS RRU	0	1	0
LITE 700 RRU	0	3	0

PROPOSED ANTENNA LAYOUT (SECTORS A, B & C)

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ANTENNAS SPECIFICATIONS

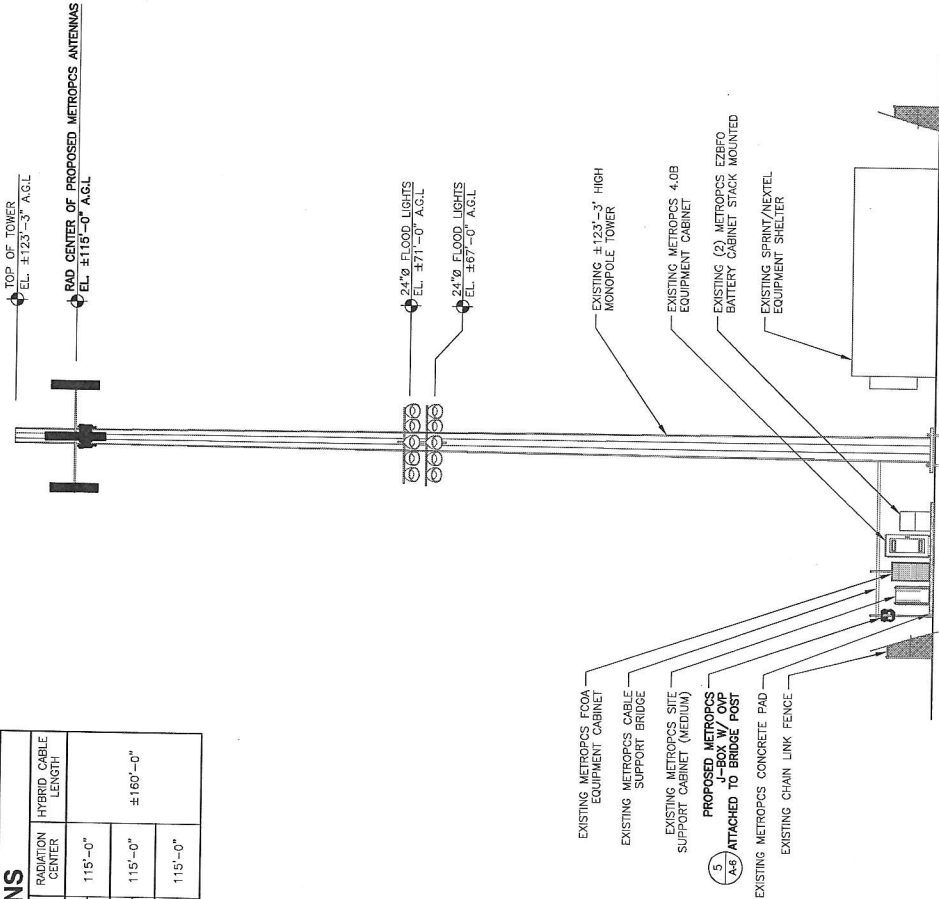
ANTENNA SECTOR	AZIMUTH IN DEGREES	MAKE	MODEL	QTY.	RADIATION CENTER	HYBRID CABLE LENGTH
ALPHA	70	CELLMAX	CMA-BDHH/8520/ED-8	2	115'-0"	±160'-0"
		ANDREW	SNHH-1D65B	1		
BETA	210	CELLMAX	CMA-BDHH/8520/ED-8	2	115'-0"	
		ANDREW	SNHH-1D65B	1		
GAMMA	350	CELLMAX	CMA-BDHH/8520/ED-8	2	115'-0"	
		ANDREW	SNHH-1D65B	1		

FINAL EQUIPMENT INVENTORY	
ANTENNAS	
(N) (6) CELLMAX - CMA-BDHH/8520/ED-8	
(N) (3) ANDREW SNHH-1D65B	
REARTE RADIO	
(N) (3) NOKIA FRG W/O SOLAR SHIELD	
(N) (2) NOKIA FXFC W/ SOLAR SHIELD	
(N) (1) NOKIA FRIE W/ SOLAR SHIELD	
(N) (3) NOKIA FRLE W/ SOLAR SHIELD	
CABLES	
(N) (1) 1.564" HIGH CAPACITY HCS	
(E) (6) 7/8" COAX	
JUNCTION BOXES	
(N) (1) RAYCAP ASU8338TYP01 COVP (AT TOWER)	
(N) (1) RAYCAP ASU8338TYP01 COVP (AT GROUND)	

NOTE: E = EXISTING
N = NEW

NOTE:

PLAN INFORMATION CONTAINED HEREIN IS TAKEN FROM THE ORIGINAL DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND FOR OBTAINING NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS.



NOTE:
NO WORK SHALL COMMENCE WITHOUT THE APPROVED TOWER ANTENNA MOUNT STRUCTURAL ANALYSIS REPORT SIGNED AND SEALED BY A PROFESSIONAL ENGINEER UNDER THE SUPERVISION OF A PROFESSIONAL ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS.

ELEVATION

1

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AS SHOWN SCALE: 1/8" = 1'-0"
11'x17' SCALE: 1/16" = 1'-0"

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS. NO DIMENSIONS OR MODIFICATIONS TO WORK SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT. ALL INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS.



ROBERT J. LARA
REGISTERED ARCHITECT
STATE OF FLORIDA
AR 62024
AR92824

No.	Date	Action
5		
4		
3		
2		
1		
0	10/20/14	ISSUED FOR PERMIT
A	09/26/14	DATE OF SUBMITTAL

Client:
metroPCS

1300 CONCORD TERRACE
FT. LAUDERDALE, FL 33323

Consultant:
PH
HARRISBERG
Palm Beach Gardens, FL 33418
Tel: 561-577-4656
FL Architect License # A43602288
www.metropcsintltd.com

Project:
SABAL PINES PARK
66B1427M
5005 NW 39TH AVENUE
COCONUT CREEK, FL 33075

Drawing Title:

ELEVATION

Project No.:	
7140241	
Designer:	
CT	Date: 08/21/14
DL	Checked By:
XL	FL
PL	Client Approval
LP	
Issue No.:	Drawing No.
0	A-5

DATE & SCALE ON 11' x 17" W. SHEET