

### THIRD AMENDMENT TO SPACE LEASE AGREEMENT

This Third Amendment to the Space Lease Agreement dated December 9, 2004 (this "Third Amendment") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_, 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, a Delaware limited liability company**, as successor in interest to Omnipoint Holdings, Inc., with its principal offices located at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, as Tenant, hereinafter "Tenant".

**WHEREAS**, City and Tenant entered into a Space Lease Agreement on December 9, 2004, the Amendment to Space Lease Agreement dated April 24, 2008 (hereinafter "First Amendment") and the Second Amendment to Space Lease Agreement dated February 26, 2015 (hereinafter "Second Amendment") (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 5555 Regency Lakes Blvd., Coconut Creek, FL 33063, as more fully described in the Agreement; and

**WHEREAS**, City and Tenant desire to further amend the Agreement in order to add emergency generator power to Tenant's existing ground space, which will not substantially increase or affect the Tenant's loading factor on the Tower; and

**WHEREAS**, the parties intend that all terms and conditions as stated in the Agreement, and thereafter amended by the First and Second Amendments, shall remain in full force and effect, subject only to the minor amendments contained herein in the Third 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 Third 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**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Third Amendment as follows:

1. Exhibit A-1, to the Agreement as modified by the First Amendment and Second Amendment, which sets forth the description of the property leased and the transmit and receive frequencies allowed to be utilized by Tenant on the Tower, is hereby modified to include the supplemental A-1A which sets forth Tenant's modified ground space for purposes of adding generator, attached hereto, and made a part hereof.

2. A new Section 4.09 is added to the Agreement as follows: "4.09 Generator, Site Maintenance. TENANT shall have the right to install a new 25 kilowatt generator in TENANT's existing compound which shall not exceed vertically the existing perimeter fence in height and which placement shall be reflected in Exhibit A1-A. TENANT shall maintain the Property in a safe and workmanlike condition, and meet all requirements imposed by ordinances of the CITY, including but not limited to maintenance of the interior compound area of the Property with regular landscaping to remove weeds and growth and debris/trash removal in and around the area which is occupied by Tenant."
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 Third Amendment shall not become effective until City approval of the modifications.
4. City and Tenant each hereby warrant to the other that the person executing this Third Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Third 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 Third Amendment, or that such consent has been given.
5. All remaining provisions of the Agreement, the First Amendment and Second Amendment not in conflict with this Third Amendment 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, the First Amendment, Second Amendment and this Third 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 and/or this Third 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 and/or this Third 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 and/or this Third Amendment.

(SIGNATURES TO FOLLOW)

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

City:

**CITY OF COCONUT CREEK, a  
municipal corporation**

ATTEST:

\_\_\_\_\_  
Leslie Wallace May, City Clerk

By: \_\_\_\_\_  
Joshua Rydell, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Joshua Rydell, Mayor, City of Coconut Creek. He/she is personally known to me or has provided or has provided \_\_\_\_\_ as identification and he/she did/did not take an oath

\_\_\_\_\_  
Notary Public, State of

\_\_\_\_\_  
Printed, typed or stamped name of Notary

My commission number and expiration date:

Tenant:

**T-Mobile South LLC**

\_\_\_\_\_  
WITNESS  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
WITNESS  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_, as \_\_\_\_\_, of T-Mobile  
South LLC. He/she is personally known to me or has provided or has provided  
\_\_\_\_\_ as identification and he/she did/did not take an oath

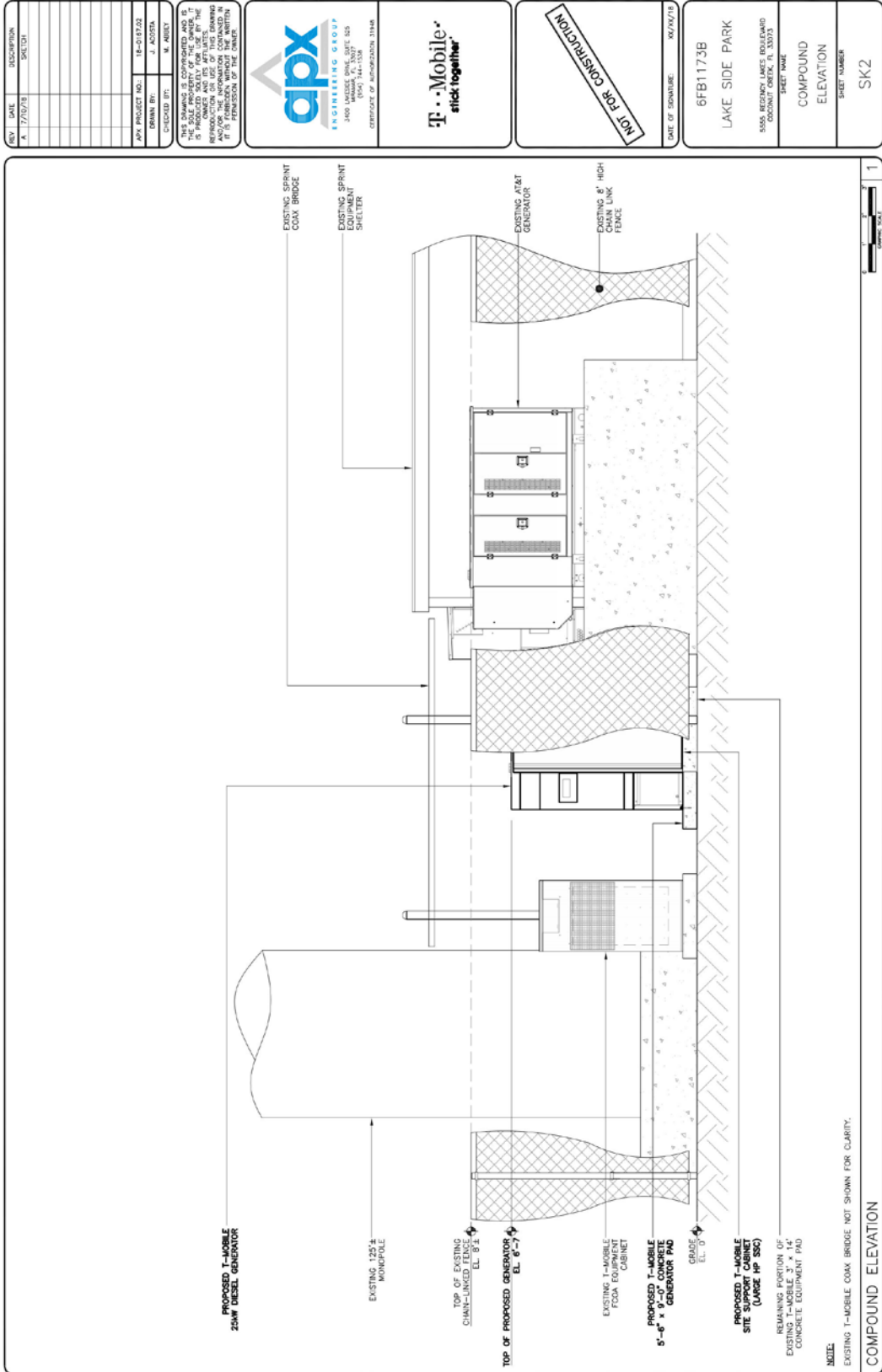
\_\_\_\_\_  
Notary Public, State of

\_\_\_\_\_  
Printed, typed or stamped name of Notary

My commission number and expiration date:



EXHIBIT A-1A  
Page 1 of 2



REV	DATE	DESCRIPTION
X	12/19/18	SPLIT

THIS DRAWING IS CONSIDERED VOID IF THE SOLE PROPERTY OF THE OWNER. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE OWNER.



NOT FOR CONSTRUCTION

DATE OF DRAWING: 06/26/18  
 6FB1173B  
 LAKE SIDE PARK  
 5555 RESERVOIR LAKES BOULEVARD  
 COVINGTON GREEK, FL 33075  
 SHEET NAME  
 COMPOUND  
 ELEVATION  
 SHEET NUMBER  
 SK2