

Owner Site I.D.: Government Center  
Site Management I.D.: FLCOC20-4  
Tenant Site I.D.: AT&T COCONUT CREEK SW/FA#12974745

**FIRST AMENDMENT TO LEASE AGREEMENT  
BETWEEN  
CITY OF COCONUT CREEK, FLORIDA  
AND  
NEW CINGULAR WIRELESS PCS, LLC  
DATED DECEMBER 3, 2020**

This is a First Amendment to Lease Agreement (the "First Amendment") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between **CITY OF COCONUT CREEK**, a municipal corporation, with its principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063, as Landlord, hereinafter "City," and **NEW CINGULAR WIRELESS PCS, LLC**, with its principal offices located at 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319, hereinafter "Tenant."

**WHEREAS**, City and Tenant entered into the Lease Agreement on December 3, 2020 (the "Agreement"), whereby Tenant currently leases from City a portion of real property (the "Property") and space on the City's telecommunications tower (the "Tower") at 4800 West Copans Road, Coconut Creek, FL 33063, as more fully described in the Agreement; and

**WHEREAS**, City and Tenant desire to amend the Agreement in order to correct and modify the Tenant's description of ground space leased, which will not modify or change the Tenant's equipment and loading factor on the Tower; and

**WHEREAS**, City is willing to permit Tenant to modify the description of the ground space leased to incorporate an electrical transformer pad; and

**WHEREAS**, the parties intend that all terms and conditions as stated in the Agreement, and thereafter amended by the First Amendment shall remain in full force and effect, subject to and superseded by the amendments contained herein in the First Amendment; and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 First 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 First Amendment as follows:

1. To clarify the ground lease space, Section 1.01, within Section 1, "PROPERTY AND TOWER SPACE TO BE LEASED," of the Agreement is hereby amended to read as follows:

- 1.01 CITY shall lease to TENANT a one hundred ~~thirteen~~ thirteen ~~eight~~ square feet (408 ~~113~~ sq. ft.) parcel of real property, ~~specifically 18 foot by 6 foot (18' x 6')~~, and a non-exclusive aerial easement encompassing 12 square feet (2' x 6') connecting same to the subject Tower at an approximate elevation of 8 feet for cable routing, situated at Government Center located in Coconut Creek, Broward County, Florida (the "Lease Premises"), more particularly described, legally and graphically, in Exhibit "B-1," attached hereto and incorporated herein.
2. To clarify the Tenant's duty to locate its underground infrastructure upon reasonable request, Section 1.03, within Section 1, "PROPERTY AND TOWER SPACE TO BE LEASED," of the Agreement is hereby amended to read as follows:
  - 1.03 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 Lease Premises to the public right-of-way, to wit: NW 22nd Street, Coconut Creek, Fl. By its use of the Utility Easement provided herein, TENANT expressly agrees to locate/mark its underground infrastructure therein upon request as a Sunshine 811 member operator and in a manner consistent with the requirements of Florida's "Underground Facility Damage Prevention and Safety Act," Chapter 556, Fla. Stat., as amended from time to time. CITY 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. CITY further expressly reserves the right to relocate the Utility Easement in the CITY's sole discretion. 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, and thereby this Utility Easement, or relocation of the Utility Easement by CITY, TENANT shall be responsible at their sole cost and expense for removal of their facilities and relocation of same to the newly designated easement area, if any, or permanent removal of the facilities in the event of natural expiration or earlier termination. 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 cost for removal of TENANT's abandoned facilities will be charged to TENANT.
3. To clarify the operative exhibits attached to the Agreement, the parties agree that Exhibit "B" to the Agreement is hereby deleted in its entirety and is replaced with Exhibit "B-1," attached hereto and made a part hereof. Any references to Exhibit "B" throughout and within the Agreement will be read to mean Exhibit "B-1."

4. City and Tenant agree that a Memorandum of Agreement ("MOA") in the form attached hereto as Exhibit "C-1" shall replace Exhibit "C" of the Agreement, and shall depict the form of the new MOA to be recorded in the Official Records Books of Broward County, Florida upon execution of this First Amendment. Once fully executed the new MOA as generally depicted in Exhibit "C-1" will be recorded and will replace the originally recorded Memorandum of Agreement recorded under Instrument Number 117008958 in the Official Records Books of Broward County, Florida. The cost for recordation will be paid by the Tenant. Any references to Exhibit "C" throughout and within the Agreement will be read to mean Exhibit "C-1."
5. 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.
6. 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.
7. 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 between the terms and conditions of this First Amendment and the terms and conditions of the Agreement, 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.

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

ATTEST:

\_\_\_\_\_  
Marianne Bowers, Interim City Clerk

By: \_\_\_\_\_  
Rebecca A. Tooley, Mayor

APPROVED AS TO FORM:

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

[Tenant's Signature to follow]

Tenant:

**NEW CINGULAR WIRELESS PCS, LLC**, a  
Delaware limited liability company

**By: AT&T Mobility Corporation**  
**Its: Sole Manager**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Amy Miley*  
WITNESS  
Print Name: *Amy Miley*

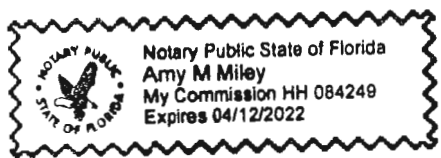
\_\_\_\_\_  
WITNESS  
Print Name: \_\_\_\_\_

STATE OF *Florida*

COUNTY OF *Simmons*

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, by *John Heagy*, of *New Cingular Wireless LLC* a *Delaware* Corporation/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 *18th* day of *October*, 2021.



*Amy Miley*  
Signature of Notary Public  
State of Florida at Large  
*Amy Miley*  
Print, Type or Stamp  
Name of Notary Public

**EXHIBIT B-1**  
**Page 1 of 5**

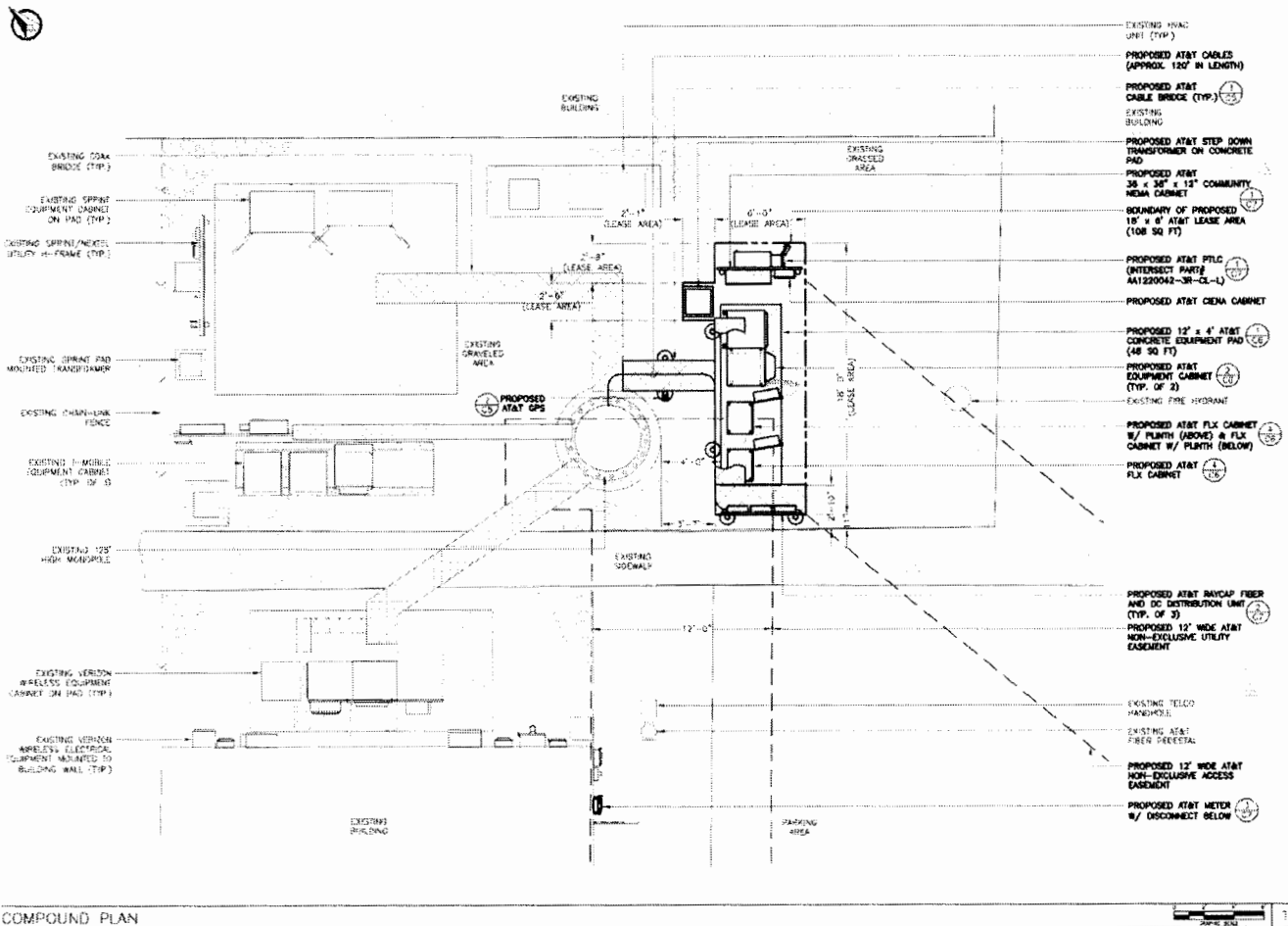
to the First Amendment dated \_\_\_\_\_, 2022 by and between the City of Coconut Creek, a municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

**DESCRIPTION OF LEASED PROPERTY AND SITE PLAN**  
**LEGAL DESCRIPTION OF LEASE PREMISES**

**AT&T MOBILITY**  
**LEASE PARCEL**  
**COCONUT CREEK GOVERNMENT CENTER SITE**

A PORTION OF TRACT DD, TARTAN COCONUT CREEK PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 29, THE PUBLIC RECORD OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF COPANS ROAD AND LYONS ROAD AS DEPICTED ON SAID PLAT; THENCE SOUTH 89°59'06" WEST, ALONG SAID CENTERLINE OF COPANS ROAD, A DISTANCE OF 427.13 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 00°00'28" EAST, A DISTANCE OF 556.93 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°35'23" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 44°24'37" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 45°35'23" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 44°24'37" EAST, A DISTANCE OF 12.83 FEET; THENCE NORTH 45°35'23" WEST, A DISTANCE OF 2.08 FEET; THENCE NORTH 44°24'37" EAST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 45°35'23" EAST, A DISTANCE OF 2.08 FEET; THENCE NORTH 44°24'37" EAST, A DISTANCE OF 2.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0026 ACRES OR 113 SQUARE FEET, MORE OR LESS.





**EXHIBIT B-1**  
**Page 2 of 5**

**LEGAL DESCRIPTION OF NON-EXCLUSIVE UTILITY EASEMENT**

**AT&T MOBILITY  
UTILITY EASEMENT  
COCONUT CREEK GOVERNMENT CENTER SITE**

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CONTAINING 0.0026 ACRES OR 114 SQUARE FEET, MORE OR LESS.

**Together with:**

**DESCRIPTION:**

A PORTION OF TRACT 42, TARTAN COCONUT CREEK PHASE III, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 116, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND ALSO A PORTION OF TRACT DD AND ADJACENT WATERWAY TRACT, AS SHOWN ON TARTAN COCONUT CREEK PHASE I, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 103, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 42;

THENCE SOUTH 89°56'36" WEST ALONG THE NORTH LINE OF SAID TRACT 42 (AS A BASIS OF BEARINGS), A DISTANCE OF 474.56 FEET TO THE POINT OF BEGINNING;

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THENCE NORTH 41°29'32" WEST, A DISTANCE OF 12.02 FEET;

THENCE NORTH 44°51'14" EAST, A DISTANCE OF 166.76 FEET;

THENCE NORTH 45°08'46" WEST, A DISTANCE OF 5.66 FEET;

THENCE NORTH 44°29'12" EAST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 45°08'46" EAST, A DISTANCE OF 17.70 FEET;

THENCE SOUTH 44°51'14" WEST, A DISTANCE OF 130.06 FEET TO THE POINT OF BEGINNING

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING 2,112 SQUARE FEET, 0.048 ACRES, MORE OR LESS

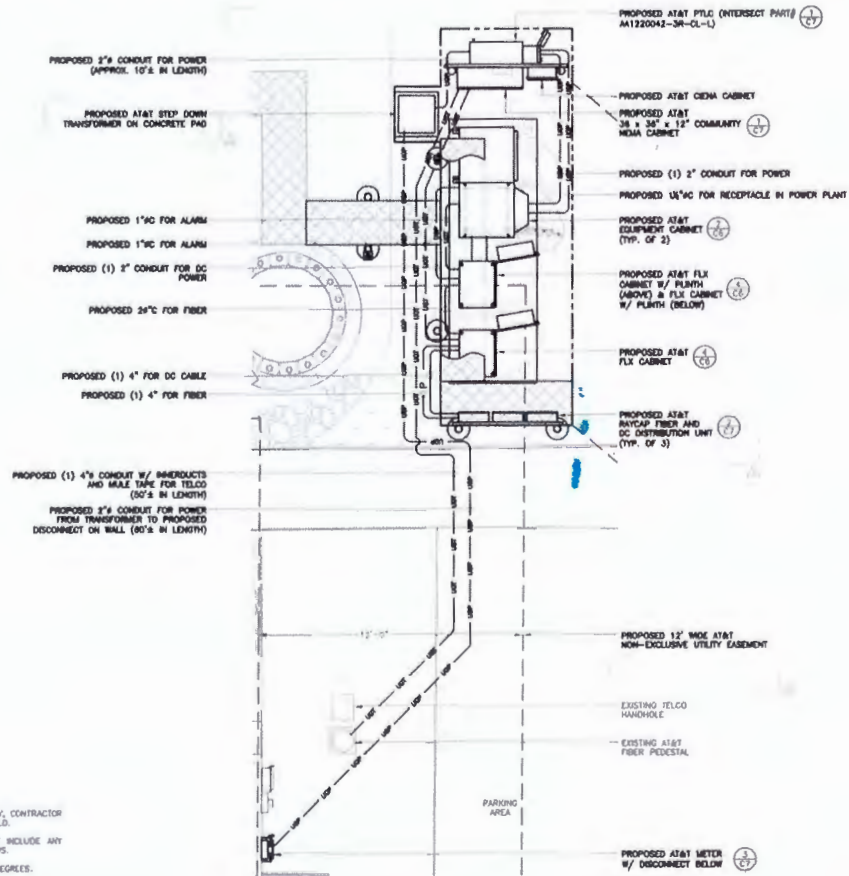
(Continued onto next page)

**EXHIBIT B-1**  
**Page 3 of 5**

**Together with:**

A PORTION OF TRACT 42 OF TARTAN COCONUT CREEK PHASE III, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 116, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

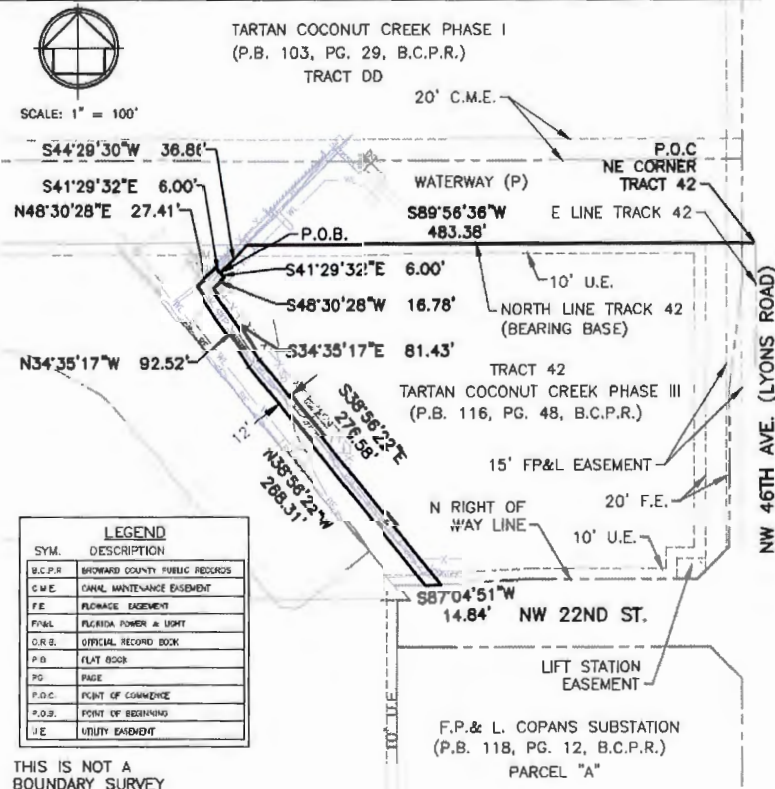
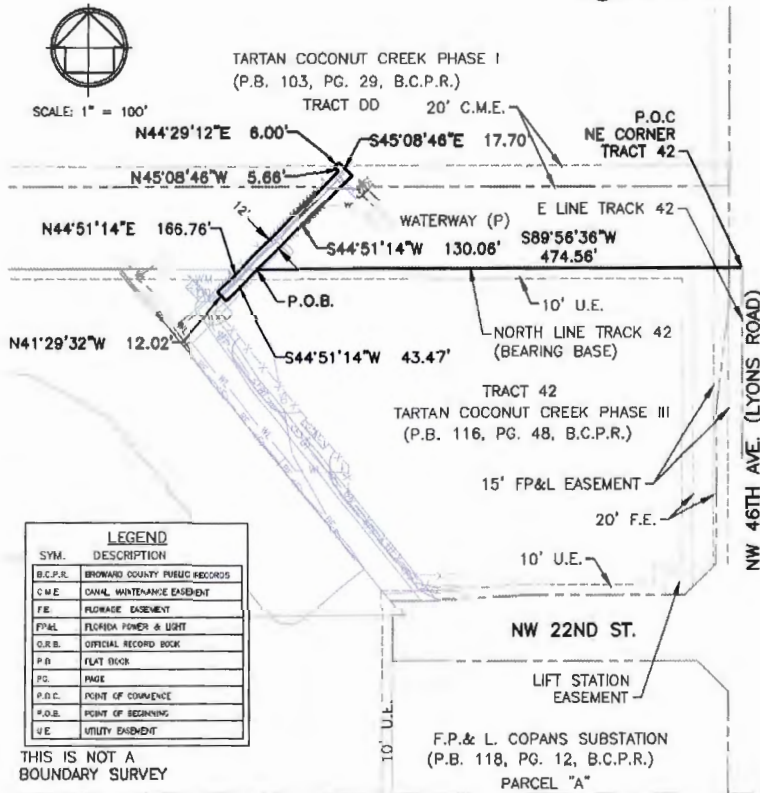
- COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 42;
  - THENCE SOUTH 89°56'36" WEST ALONG THE NORTH LINE OF SAID TRACT 42 (AS A BASIS OF BEARINGS), A DISTANCE OF 483.38 FEET TO THE POINT OF BEGINNING.
  - THENCE SOUTH 44°29'30" WEST, A DISTANCE OF 36.86 FEET,
  - THENCE SOUTH 41°29'32" EAST, A DISTANCE OF 6.00 FEET;
  - THENCE SOUTH 48°30'28" WEST, A DISTANCE OF 16.78 FEET;
  - THENCE SOUTH 34°35'17" EAST, A DISTANCE OF 81.43 FEET.
  - THENCE SOUTH 38°56'22" EAST, A DISTANCE OF 276.58 FEET TO THE NORTH RIGHT OF WAY LINE OF NW 22ND STREET;
  - THENCE SOUTH 87°04'51" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 14.84 FEET;
  - THENCE NORTH 38°56'22" WEST, A DISTANCE OF 268.31 FEET,
  - THENCE NORTH 34°35'17" WEST, A DISTANCE OF 92.52 FEET.
  - THENCE NORTH 48°30'28" EAST, A DISTANCE OF 27.41 FEET;
  - THENCE SOUTH 41°29'32" EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.
- SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING 4578 SQUARE FEET, 0.11 ACRES, MORE OR LESS



- NOTES**
1. PROPOSED CONDUIT ROUTING IS SCHEMATIC ONLY. CONTRACTOR SHALL DETERMINE SUITABLE ROUTING IN THE FIELD.
  2. PROPOSED TELCO CONDUIT ROUTING SHALL NOT INCLUDE ANY LBS AND HAVE SMOOTH 90 DEGREE ANGLE BENDS.
  3. PULL BOXES FOR FIBER REQUIRED EVERY 180 DEGREES.

UTILITY ROUTING PLAN

**EXHIBIT B-1**  
**Page 4 of 5**







Owner Site I.D.: Government Center  
Site Management I.D.: FLCOC20-4  
Tenant Site I.D.: AT&T COCONUT CREEK SW/FA#12974745

### EXHIBIT C-1

to the First Amendment dated \_\_\_\_\_, 2022 by and between the City of Coconut Creek, a municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

**RECORDED AT REQUEST OF, AND  
WHEN RECORDED RETURN TO:**  
NEW CINGULAR WIRELESS PCS, LLC  
1025 Lenox Park Blvd NE, 3rd Floor  
Atlanta, GA 30319

Re: Cell Site Name: AT&T COCONUT CREEK SW  
Fixed Asset #: 12974745  
Attn: Network Real Estate Administration

### MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into on \_\_\_\_\_, 2022, 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 NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, with a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319. hereinafter referred to as "**Tenant**").

1. Owner and Tenant entered into a Lease Agreement ("**Agreement**") dated as of December 3, 2020 ("**Effective Date**") for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements related to that purpose. All of the foregoing is set forth in the Agreement.

2. The term of Tenant's tenancy under the Agreement is for 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) the first day of the month immediately following the date that is one hundred twenty (120) days after full execution of the Original Agreement, to wit: December 3, 2020, (the "Commencement Date") and terminating on the day immediately preceding the tenth (10<sup>th</sup>) anniversary of the Commencement Date, with three (3) successive five (5) year options to renew.

3. The Lease Premises, Tower Space, and Non-Exclusive Utility Easement that are the subject of the Agreement are described in Exhibit "1" attached hereto. The portion of the Land being leased to Tenant and all necessary utility easements (the "**Property**") are set forth in the Agreement.

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

**LANDLORD:**

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

**TENANT:**

NEW CINGULAR WIRELESS PCS, LLC,  
A Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

Owner Site I.D.: Government Center  
Site Management I.D.: FLCOC20-4  
Tenant Site I.D.: AT&T COCONUT CREEK SW/FA#12974745

By: EXHIBIT ONLY – DO NOT EXECUTE  
Name: Rebecca A. Tooley  
Title: Mayor  
Date: \_\_\_\_\_

By: EXHIBIT ONLY – DO NOT EXECUTE  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_,  
Notary Public, personally appeared Rebecca A. Tooley, Mayor, for the City of Coconut Creek, a municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_ (Name), \_\_\_\_\_ (Title), of AT&T Mobility Corporation, a Delaware corporation and sole manager for NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
EXHIBIT "1"  
LEGAL DESCRIPTIONS OF LEASE PREMISES, TOWER SPACE, AND NON-EXCLUSIVE UTILITY  
EASEMENT**

to the Memorandum of Agreement dated \_\_\_\_\_, 2022, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

**LEGAL DESCRIPTION OF LEASE PREMISES**

**AT&T MOBILITY  
LEASE PARCEL  
COCONUT CREEK GOVERNMENT CENTER SITE**

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CONTAINING 0.0026 ACRES OR 113 SQUARE FEET, MORE OR LESS.

**TOWER SPACE LEASED**

Centerline of 100' (one hundred feet) Above ground level.

**LEGAL DESCRIPTION OF NON-EXCLUSIVE UTILITY EASEMENT**

**AT&T MOBILITY  
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DESCRIPTION:

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THENCE NORTH 34°35'17" WEST, A DISTANCE OF 92.52 FEET;

THENCE NORTH 48°30'28" EAST, A DISTANCE OF 27.41 FEET;

THENCE SOUTH 41°29'32" EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING 4578 SQUARE FEET, 0.11 ACRES, MORE OR LESS