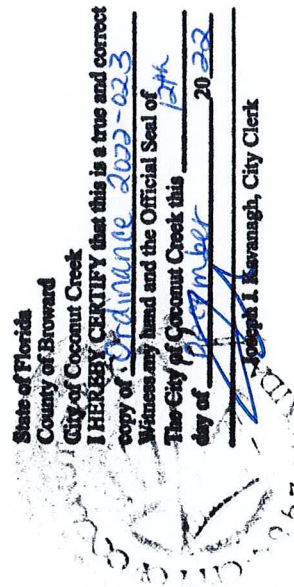


ORDINANCE NO. 2022-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO ADOPT A NEW ANTENNA LAYOUT AND THE CORRESPONDING INCREASE IN RENT FOR THE ADDITIONAL LOADING ON THE CITY'S TELECOMMUNICATIONS TOWER AT LAKESIDE PARK, SUBJECT TO ALL OTHER TERMS AND CONDITIONS PROVIDED THEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



**WHEREAS**, the City owns the telecommunications tower ("Tower") within the City's Lakeside Park, located at 5555 Regency Lakes Boulevard, Coconut Creek, Florida 33073, and leases space to several tenants via lease agreements; and

**WHEREAS**, since February 16, 2016, the City and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, the predecessor-in-interest to Cellco Partnership d/b/a Verizon Wireless (hereinafter "Verizon"), has had a valid lease agreement ("Lease Agreement") to lease space on the Tower together with a portion of the City's land adjacent to the Tower to construct, maintain, and operate a communications facility; and

**WHEREAS**, through this First Amendment, the parties desire to amend the Lease Agreement to grant Verizon the ability to use additional equipment at the site and increase the number of antennas upon the Tower, resulting in an increase of its rent, and as more specifically detailed in the First Amendment, attached hereto as "Exhibit 1" and incorporated herein; and

**WHEREAS**, the First Amendment also clarifies Verizon's right to extend the lease agreement at the end of the current 10-year term, ending on July 1, 2026, for potentially three (3) additional five-year renewal terms (originally there were only two (2) additional

five (5) year renewal options) and same is provided in exchange for other assurances as stated in the First Amendment; and

**WHEREAS**, the City Commission of the City of Coconut Creek, Florida, finds and determines that it is in the best interests of the residents of the City to execute the First Amendment to the Lease agreement with Verizon at Lakeside Park; and

**WHEREAS**, Section 302 b.2. of the City's Charter provides that the Mayor shall sign all instruments of writing relating or pertaining to real estate, and as this is an amendment to an existing lease of the City's real property, City Staff recommends that the Mayor execute same.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF COCONUT CREEK HEREBY ORDAINS:**

**Section 1: Ratification.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this ordinance. The First Amendment to the Lease Agreement between the City of Coconut Creek, Florida and Cellco Partnership d/b/a Verizon Wireless (Original Lease Dated February 16, 2016) is attached hereto as "Exhibit 1," along with its attachments, and is incorporated herein and made a specific part of this ordinance.

**Section 2: Amendment to Lease.** That the City Commission hereby authorizes the First Amendment to the Lease Agreement that modifies the antenna layout and provides other terms and conditions as more specifically described in the First Amendment to the Lease Agreement by and between the City of Coconut Creek and Cellco Partnership d/b/a Verizon Wireless, attached hereto as "Exhibit 1."

**Section 3: Charter Requirement.** That the Mayor is hereby authorized to execute said First Amendment to the Lease Agreement on behalf of the City.

**Section 4: Conflicts.** That all ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this ordinance are hereby repealed to the extent of such conflict.

**Section 5: Severability.** That should any section or provision of this ordinance or any portion thereof, any paragraph, sentence, clause or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part hereof other than the part declared invalid.

**Section 6: Effective Date.** That this ordinance shall become effective upon its passage on second and final reading.

PASSED FIRST READING THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2022.

PASSED SECOND READING THIS 8<sup>TH</sup> DAY OF DECEMBER, 2022.

  
\_\_\_\_\_  
Joshua Rydell, Mayor

  
\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

	<u>1<sup>st</sup></u>	<u>2<sup>nd</sup></u>
Rydell	<u>Aye</u>	<u>Aye</u>
Welch	<u>Aye</u>	<u>Aye</u>
Tooley	<u>Aye</u>	<u>Aye</u>
Railey	<u>Aye</u>	<u>Aye</u>
Brodie	<u>Aye</u>	<u>Aye</u>

File Path: O:\Documents\ORDINANCES\2022\Ord - Amend No. 1 to VZW Lease at Lakeside Park\Ord - 1st A to Verizon Lease at Lakeside Park.docx  
Initials: EML  
Date: 10/24/22

**FIRST AMENDMENT TO  
LEASE AGREEMENT  
BETWEEN  
CITY OF COCONUT CREEK, FLORIDA  
AND  
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS  
DATED FEBRUARY 16, 2019**

This First Amendment to the Lease Agreement dated February 16, 2016 (this "First Amendment") is made this 8<sup>th</sup> day of December, 2022, 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 **CELLCO PARTNERSHIP, a Delaware general partnership d/b/a VERIZON WIRELESS**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "TENANT".

**WHEREAS**, CITY and TENANT's predecessor-in-interest, Verizon Wireless Personal Communications LP (the "Partnership"), entered into the Lease Agreement on February 16, 2016 (hereinafter the "Agreement"), pursuant to which TENANT leases from CITY a portion of real property and space on the CITY's telecommunications tower (the "Tower") at 5555 Regency Lakes Boulevard, Coconut Creek, FL 33073, as more fully described in the Agreement; and

**WHEREAS**, on December 31, 2018, TENANT became the sole partner of the Partnership, at which time the Partnership was dissolved by operation of law; 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 permit TENANT to modify its 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, except as amended by this First Amendment, shall remain in full force and effect and be subject only to 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 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. The recitations above are incorporated herein. Language changes to the Agreement as provided in this First 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 correctly recognize the property that is currently leased by TENANT and the non-exclusive aerial easement area, commonly referred to as an ice-bridge, used by TENANT to connect to the Tower, Sections 1.01 and 1.02, within Section 1, "Real Property to be Leased," of the Agreement are hereby amended to read as follows:
  - 1.01 CITY shall lease to TENANT a fifteen foot by twenty foot (15' x 20') parcel of real property, and provide a non-exclusive aerial easement encompassing 91.6 square feet connecting same to the subject Tower, at an approximate elevation of 8 feet AGL for cable routing, situated within Regency Lakeside Park located in Coconut Creek, Broward County, Florida (hereinafter referred to as the "Leased Premises" and more particularly legally described in Exhibit "B" "A-1" attached hereto, and visually depicted in Exhibit B-1, also attached hereto), together with the non-exclusive right for (A) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, from the nearest public right of way, Regency Lakes Blvd., aka NW 63<sup>rd</sup> Road and (B) subject to the conditions set forth in Section 1.03, for installation and maintenance of utility wires, cables, conduits and pipes, under or along a right-of-way extending from the nearest public right-of-way, Regency Lakes Blvd., aka NW 63<sup>rd</sup> Road, to the Premises (such right of way for access and utilities is described in Exhibit "A-1" and visually depicted in Exhibit "B" "B-1" attached hereto), together with any further rights of way over and through the Land between the Premises and the TENANT's space on the Tower for the installation, operation and maintenance of utility wires, poles, cables, conduits and pipes. The Premises and all of the foregoing rights-of-way are hereinafter collectively referred to as the "Property".
  - 1.02 CITY further leases to TENANT certain aerial space on the Tower at Eighty Five feet (85 ft.) above ground level ("AGL") as shown in Exhibit "B" "B-1" attached hereto and incorporated herein (and referred to as the "Tower Space").
3. To clearly provide for a non-exclusive underground utility easement that connects the Premises to an existing right-of-way, the following Section 1.03, will be added within Section 1, "Real Property to Be Leased," 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"), 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 Premises to the public right-of-way, to wit: Regency Lakes Blvd., aka NW 63<sup>rd</sup> Road, Coconut Creek, FL. 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. TENANT expressly accepts its obligation to mark its underground infrastructure therein, consistent with the requirements of Florida's "Underground Facility Damage Prevention and Safety Act," as may be amended. CITY further expressly reserves the right to relocate the Utility Easement in the CITY's sole discretion and to require that the TENANT relocate its underground facilities 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. 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, the Utility Easement provided by CITY will be extinguished, and TENANT shall be responsible at their sole cost and expense for removal of its facilities therein. 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 City-incurred costs for removal of TENANT's abandoned facilities will be charged to TENANT, and CITY reserves all rights to collect said sums.

4. To update the legal descriptions and diagrams depicting the interests referenced above, Exhibit A of the Agreement is replaced in its entirety with Exhibit A-1 attached hereto and made apart hereof. Exhibit B of the Agreement is replaced in its entirety with Exhibit B-1 attached hereto and made apart hereof. Any references throughout the Agreement to Exhibit A and Exhibit B will now be deemed to refer to Exhibit A-1 and Exhibit B-1, respectively.
5. To clarify the TENANT's equipment and antennae layout detailed within the relevant exhibits attached to the Agreement, the parties hereto agree that Exhibit D to the Agreement which sets forth the TENANT'S equipment listing and transmit and receive frequencies shall be deleted in its entirety and replaced by Exhibit D-1 attached hereto and made a part hereof. All references throughout the Agreement to Exhibit D will now be deemed to refer to Exhibit D-1.
6. To clarify TENANT's ability to modify its ground equipment within the Premises, Section 2.02 of the Agreement is hereby amended to read as follows:  
  
2.02 TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of an equipment shelter, such telecommunications equipment as needed to meet TENANT's telecommunications needs and all necessary connecting

appurtenances. TENANT's current and anticipated future needs are shown on the site plan attached hereto as Exhibit "B-1." Although TENANT may not initially install all of the telecommunications equipment and appurtenances shown on said site plan, TENANT shall have the right to make all such installations and to replace, repair or otherwise modify its telecommunications equipment and appurtenances or any portion thereof installed within the PremisesProperty without prior approval from the CITY; provided however, TENANT shall not have the right to make any installations outside the boundaries of the PremisesProperty without obtaining the CITY's prior written consent. Nothing herein is intended to waive any requirement to obtain a permit consistent with Section 2.07, if and when applicable.

7. To ensure that TENANT maintains the Premises in a manner consistent with the City's Code of Ordinances, Section 2.04 of the Agreement is hereby amended to read as follows:

2.04 TENANT shall maintain the Property in a safe and workmanlike condition and meet all applicable requirements imposed by ordinances of the CITY, including but not limited to maintenance of the interior compound area of the Premises with regular landscaping, and to remove weeds, excessive growth and debris/trash.

8. Section 3.03 of the Agreement is hereby amended to read as follows:

3.03 CITY shall cooperate with TENANT in its effort to obtain utility services over, under, or along a right-of-way extending from the nearest public right-of-way, to the Premises (such right of way is legally described in Exhibit "A-1" attached hereto, and visually depicted in Exhibit "B-1" also attached hereto), including signing such documents of easements as may be required by any public utility. If any public utility is unable to use the aforementioned right-of-way, the CITY hereby agrees to grant an additional right-of-way(s) either to the TENANT or to the public utility.

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

"...Notwithstanding the foregoing, TENANT shall be permitted to maintain a diesel powered electrical generator on the 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." 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 land. 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."

10. Section 5 of the Agreement is hereby amended to read as follows:

- 5.01 Term: The initial term of this Agreement shall be ten (10) years commencing upon the first day of the month immediately following the date that is one hundred twenty (120) days after full execution of this Agreement ("Commencement Date") and terminating on the day immediately preceding the tenth (10<sup>th</sup>) anniversary of the Commencement Date (the "Term") unless otherwise terminated pursuant to the terms of 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.
- 5.02 Renewals: The Renewal Terms shall automatically occur unless TENANT gives written notice to the CITY of its intention not to extend this Agreement at least six (6) months prior to the end of the current term.
- ~~5.03 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. This Agreement shall renew for annual terms thereafter on the same financial terms, including annual increases, 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 such term.~~

11. Due to the modification and addition of Tenant's new loading on the Tower and equipment at this site, Section 6.01 of the Agreement is amended as follows:

6.01 Payment of Rent: ~~Within thirty (30) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay as rent Thirty Nine Thousand Nine Hundred and XX/100 Dollars (\$39,900.00) per year payable in equal monthly installments ("Rent").~~ TENANT shall pay CITY as rent hereunder, the amounts set forth in this Section 6, together with any State, County, or local taxes applicable. 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 First Amendment, TENANT shall pay to CITY as rent, Fifty Thousand Forty-Two Dollars and 76/100 Cents (\$50,042.76) per year payable monthly in the amount of Four Thousand One Hundred Seventy Dollars and 23/100 Cents (\$4,170.23) ("Rent"). Notwithstanding the immediately preceding sentence, the parties hereto acknowledge and agree that the increased Rent amount(s) may not be sent by TENANT until up to ninety (90) days after the date of full execution of this First Amendment; however, said one (1)-time grace period does not change the amount(s) owed to CITY. Rent for any fractional month at the beginning or 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 accordance with Section 16 below. The rent thereafter shall be increased annually on each anniversary of the Commencement Date, during the Term and any Renewal Terms, by an amount equal to three percent (3%) of the annual rent in effect for the previous twelve (12) months.

12. To address changes in the Agreement's term, Section 7.03 of the Agreement is hereby deleted and replaced with the language as follows:

"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 ensure that Section 12 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 Venue shall be exclusively in Broward County, Florida or in any federal court having jurisdiction over the legal issues presented and located within Broward County, Florida.

14. Section 16 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.

**As to CITY:**

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

With copy to:

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

**As to TENANT:**

Cellco Partnership d/b/a Verizon Wireless

180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Network Real Estate

15. To address changes in the Agreement as accomplished by this First Amendment, a new Memorandum of Agreement is established hereby and Section 18, "RECORDATION," of the Agreement is hereby amended to read as follows:

Section 18. RECORDATION.

- 18.01 CITY and TENANT agree that a New Memorandum of Agreement in the form annexed hereto as Exhibit "C-1" shall be recorded in the Public Records of Broward County, Florida upon execution of this Agreement. The cost for recordation shall be paid by the TENANT. The parties intend for the New Memorandum of Agreement to rescind and replace the former Memorandum of Agreement recorded under Instrument No. 113548842 on March 2, 2016 in the Official Public Records of Broward County, Florida.
16. TENANT shall ensure that its commercial general liability insurance policy insures against all claims for damages to persons or damages to property for radio frequency emissions resulting from, related to, or arising out of this Agreement. TENANT expressly agrees, without reservation or defense, to indemnify the CITY for (i) any breach of this guarantee, as well as (ii) any claim(s) alleging damages to persons or property arising from radio frequency emissions to the extent such claims(s) result from, relate to, or arise out of this Agreement. This indemnification obligation shall survive the termination or natural expiration of this Agreement.
17. TENANT acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications detailed herein.
18. 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.
19. 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.

20. 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.

**TENANT:**

Cellco Partnership d/b/a Verizon Wireless

By: 

Name: **Jonathan Montenegro**

Title: 10/21/22

**CITY**

CITY OF COCONUT CREEK, a  
municipal corporation

  
Joshua Rydell, Mayor



  
Joseph J. Kavanagh, City Clerk

APPROVED AS TO FORM:

  
Terrill C. Pyburn, City Attorney

[Exhibits to follow]

**EXHIBIT A-1**  
**Page 1 of 3**

to the First Amendment to Lease Agreement dated December 8,  
2022 by and between the City of Coconut Creek, a municipal corporation, as City, and Cellco  
Partnership d/b/a Verizon Wireless, a Delaware general partnership, as TENANT.

**DESCRIPTION OF PARENT TRACT**

AS RECORDED IN OFFICIAL RECORDS BOOK 26814, PAGE 426, BROWARD COUNTY, FLORIDA PUBLIC RECORDS

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence N 89°36'20" E along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence S 00°23'40" E continuing along said South line and said boundary line of Parcel "A", a distance of 30.00 feet; thence N 89°36'20" E continuing along said South line and said boundary line of Parcel "A", a distance of 426.56 feet to the POINT OF BEGINNING; thence continuing N 89°36'20" E along said South line of Tract "A" and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 144.31 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence N 00°24'45" W along said parallel line and along said boundary line of Parcel "A", a distance of 285.03 feet to a point of intersection with the South line of Tract 61, Block 85, "THE PALM BEACH FARMS CO. PLAT NO. 3"; thence N 89°36'21" E along said South line and along said boundary line of Parcel "A", a distance of 254.66 feet; thence S 00°24'54" E, a distance of 99.99 feet; thence N 89°36'21" E, a distance of 438.79 feet to a point of intersection with a curve to the right whose radius point bears S 89°36'21" W; thence Southerly and Westerly along the arc of said curve having a radius of 428.86 feet, a central angle of 76°58'25", an arc distance of 576.15 feet to a point of reverse curvature; thence Westerly and Southerly along the arc of a curve to the left having a radius of 119.14 feet, a central angle of 70°53'51", an arc distance of 147.42 feet to a point of tangency; thence S 05°40'55" W, a distance of 5.58 feet to a point on a curve; thence Westerly along the arc of a curve to the left whose radius point bears S 05°43'25" W, having a radius of 2000.0 feet, a central angle of 06°07'09", an arc distance of 213.60 feet; thence S 89°36'16" W, a distance of 200.00 feet; thence N 00°24'45" W along said parallel line, a distance of 330.41 feet to the POINT OF BEGINNING.

Said lands situate in the City of Coconut Creek, Broward County, Florida.

Containing 357,192 Square Feet / 8.20 Acres, more or less.

Property Identification Number: 4842 06 16 0012.

**DESCRIPTION OF VERIZON WIRELESS LEASE PARCEL**

A parcel of land being a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, and lying in the City of Coconut Creek, Broward County, Florida, said parcel more particularly described as follows:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence North 89°36'20" East along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence South 00°23'40" East continuing along said South line of Tract "A" and said boundary line of Parcel "A", a distance of 30.00 feet; thence North 89°36'20" East continuing along said South line and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 570.87 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence North 00°24'45" West along said parallel line and along a West line of said Parcel "A", a distance of 197.03 feet; thence departing said line, North 89°35'15" East a distance of 15.50 feet to the POINT OF BEGINNING; thence North 00°24'45" West a distance of 20.00 feet; thence North 89°35'15" East a distance of 15.00 feet; thence South 00°24'45" East a distance of 20.00 feet; thence South 89°35'15" West a distance of 15.00 feet to the POINT OF BEGINNING.

Said parcel containing an area of 300 Square Feet.



**EXHIBIT A-1**  
**Page 2 of 3**

**DESCRIPTION OF VERIZON WIRELESS ACCESS**

**A 25.00 FOOT WIDE INGRESS EGRESS EASEMENT LYING IN PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL "A"; THENCE N89°36'20"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 214.48 FEET; THENCE S51°45'17"E, A DISTANCE OF 577.19 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF "NORTHWEST 63rd ROAD" AS SHOWN ON SAID PLAT AND THE POINT OF BEGINNING; THENCE N00°24'45"W, A DISTANCE OF 40.72 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 36°14'12", AN ARC DISTANCE OF 23.72 FEET TO A POINT OF TANGENCY; THENCE N35°49'27"E, A DISTANCE OF 9.85 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 36°14'12", AN ARC DISTANCE OF 23.72 FEET TO A POINT OF TANGENCY; THENCE N00°24'45"W, A DISTANCE OF 155.39 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'05", AN ARC DISTANCE OF 58.92 FEET TO A POINT OF TANGENCY; THENCE N89°36'20"E, A DISTANCE OF 69.28 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'05", AN ARC DISTANCE OF 58.92 FEET TO A POINT OF TANGENCY; THENCE N00°24'45"W, A DISTANCE OF 210.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'06", AN ARC DISTANCE OF 58.92 FEET TO THE CURVE'S END AND THE POINT OF TERMINUS.**

**SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.**

**SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.**

**DESCRIPTION OF VERIZON WIRELESS ADDITIONAL 20' ACCESS EASEMENT:**

A 20.00 foot wide strip of land lying in a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, and lying in the City of Coconut Creek, Broward County, Florida, the sidelines of said strip lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence North 89°36'20" East along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence South 51°45'17" East a distance of 577.19 feet to a point on the North right-of-way line of Northwest 63rd Road as shown on said Plat of "REGENCY LAKES AT COCONUT CREEK", said point being the point of beginning of the centerline of a 25 foot wide ingress/egress easement as recorded in Official Records Book 28964, Page 1437, Broward County, Florida Public Records; thence proceed along the centerline of said easement the following courses: North 00°24'45" West a distance of 40.72 feet to the point of curvature (p.c.) of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 36°14'12", a distance of 23.72 feet to the point of tangency (p.t.); thence North 35°49'27" East a distance of 9.85 feet to the p.c. of a curve concave Northwesterly, having a radius of 37.50 feet; thence Northerly along the arc of said curve, through a central angle of 36°14'12", a distance of 23.72 feet to the p.t.; thence North 00°24'45" West a distance of 155.39 feet to the p.c. of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 90°01'05", a distance of 58.92 feet to the p.t.; thence North 89°36'20" East a distance of 69.28 feet to the p.c. of a curve concave Northwesterly, having a radius of 37.50 feet; thence Northeasterly and Northerly along the arc of said curve, through a central angle of 90°01'05", a distance of 58.92 feet to the p.t.; thence North 00°24'45" West a distance of 210.00 feet to the p.c. of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 06°10'48", a distance of 4.04 feet to the POINT OF BEGINNING of the herein described centerline; thence departing the aforesaid centerline of the 25 foot wide ingress/egress easement as recorded in Official Records Book 28964, Page 1437, proceed South 89°35'15" West a distance of 14.21 feet to the POINT OF TERMINATION of the herein described centerline.

Said strip containing an area of 284.2 Square Feet, more or less.

**EXHIBIT A-1**  
**Page 3 of 3**

**DESCRIPTION OF VERIZON WIRELESS ICE BRIDGE EASEMENT**

A 2.00 foot wide strip of land lying in a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, and lying in the City of Coconut Creek, Broward County, Florida, the sidelines of said strip lying 1.00 foot on each side of the following described centerline:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence North 89°36'20" East along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence South 00°23'40" East continuing along said South line and said boundary line of Parcel "A", a distance of 30.00 feet; thence North 89°36'20" East continuing along said South line of Tract "A" and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 570.87 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence North 00°24'45" West along said parallel line and along a West line of said Parcel "A", a distance of 197.03 feet; thence departing said line, North 89°35'15" East a distance of 15.50 feet; thence North 00°24'45" West a distance of 18.00 feet; thence South 89°35'15" West a distance of 1.00 feet to the POINT OF BEGINNING of the herein described centerline; thence North 00°24'45" West a distance of 30.47 feet; thence North 26°13'53" East a distance of 15.31 feet to a point on the southwesterly face of a monopole tower, said point being the POINT OF TERMINATION of the herein described centerline. The sidelines of said strip to be trimmed or extended to form points of intersection.

Said strip containing an area of 91.6 Square Feet more or less.

**DESCRIPTION OF VERIZON UTILITY EASEMENT:**

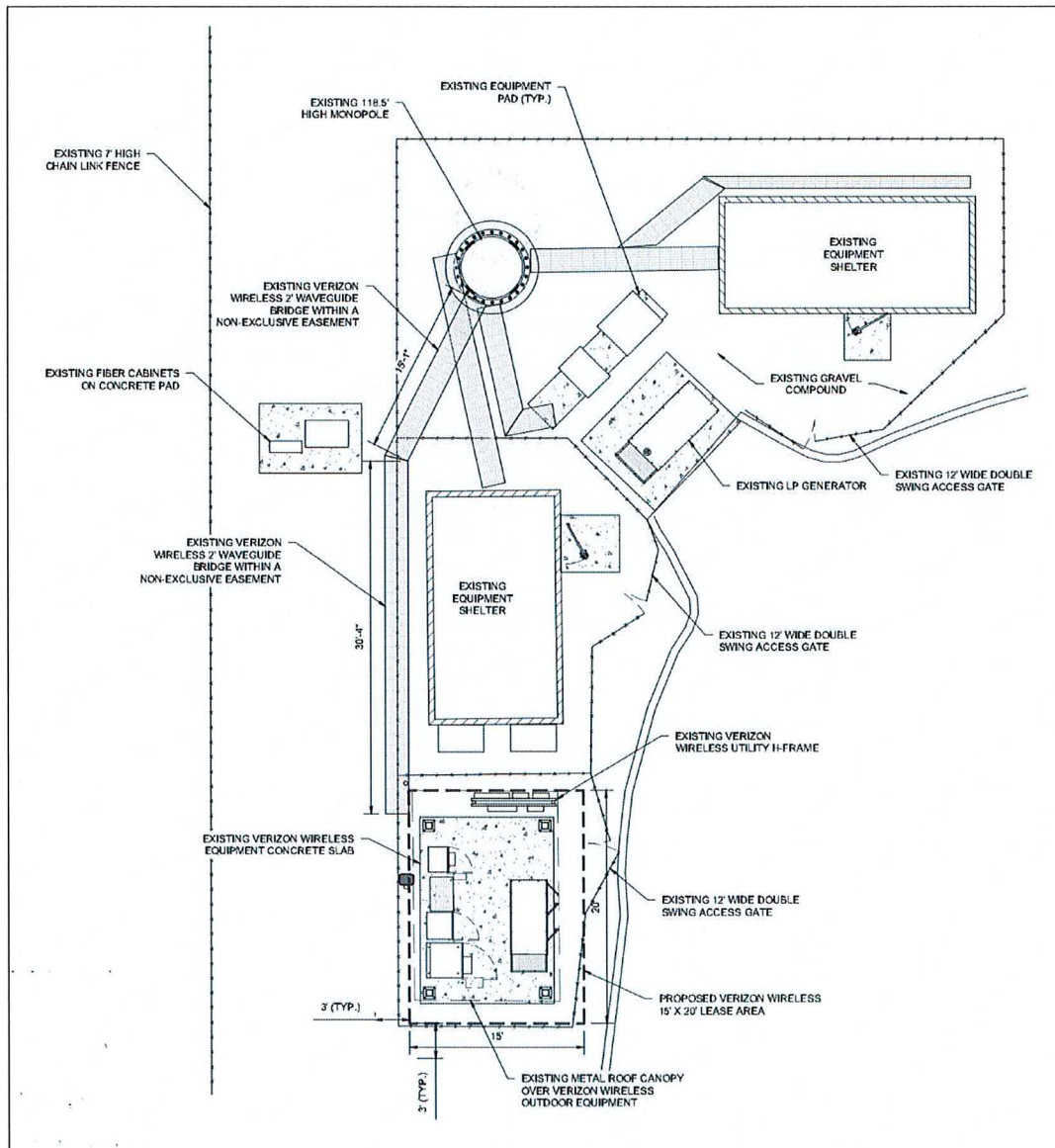
A 15.00 foot wide strip of land depicted as a "Utility Easement" as shown in the Plat of Regency Lakes, as recorded in Plat Book 157, Page 23, of the Public Records of Broward County, Florida.



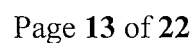
**EXHIBIT B-1**  
**Page 1 of 3**

to the First Amendment to Lease Agreement dated December 8,  
2022 by and between the City of Coconut Creek, a municipal corporation, as City, and Cellco  
Partnership d/b/a Verizon Wireless, a Delaware general partnership, as TENANT.

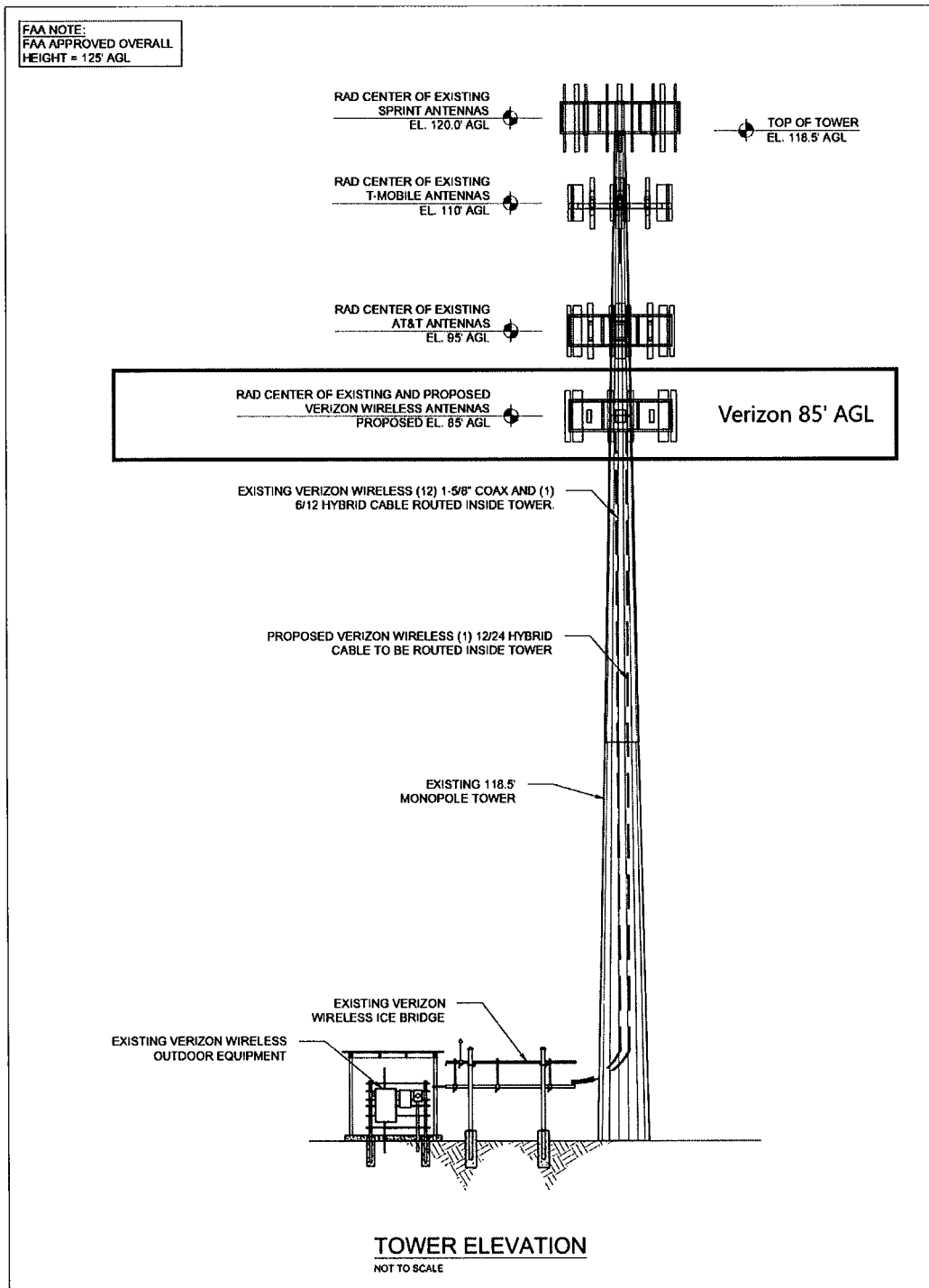
**DESCRIPTION OF TENANT'S LEASED PROPERTY ("Labeled as Verizon")**



**EXHIBIT B-1**  
**Page 2 of 3**



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



## EXHIBIT C-1

to the First Amendment to Lease Agreement dated December 8, 2022, by and between the City of Coconut Creek, a municipal corporation, as City, and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, as TENANT.

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

Bonnie Bolz Merkt, Esq.  
Ginsberg Jacobs LLC  
300 South Wacker Drive, Suite 2750  
Chicago, Illinois 60606

### NEW MEMORANDUM OF AGREEMENT

This NEW Memorandum of Agreement is entered into on December 8, 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 Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Tenant").

1. Owner and Tenant's predecessor-in-interest, Verizon Wireless Personal Communications LP (the "Partnership"), entered into a Lease Agreement ("Agreement") dated as of February 16, 2016 ("Effective Date"), for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements. The Lease Agreement is documented by that certain Memorandum of Agreement dated February 16, 2016, and recorded on March 2, 2016, as Instrument No. 113548842 in the Official Public Records of Broward County, Florida (the "Memorandum").
2. Owner and Tenant have amended the Agreement by a First Amendment dated December 8, 2022, and wish to adopt this New Memorandum as more fully set forth herein. This New Memorandum hereby rescinds and replaces the Memorandum recorded under Instrument No. 113548842.
3. The term of Tenant's tenancy under the Agreement as amended by the First Amendment is for ten (10) years commencing July 1, 2016 (the "Commencement Date") and terminating on the day immediately preceding the tenth (10<sup>th</sup>) anniversary of the Commencement Date, with three (3) consecutive five (5) year options to renew.
4. The Land that is the subject of the Agreement is described in Exhibit "A-1" attached hereto. The portion of the Land being leased to Tenant (the "Premises") and all necessary access and utility easements (together with the Premises, the "Property") are also described in Exhibit "A-1" attached hereto and incorporated herein by reference.

[Signatures to follow]

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:**

Cellco Partnership d/b/a Verizon Wireless

By: [Exhibit Only]

Name: Joshua Rydell

Title: Mayor

Date: \_\_\_\_\_

By: [Exhibit Only]

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

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

Date: \_\_\_\_\_

Attest:

[Exhibit Only]  
City Clerk

Approved as to Legal Form and Sufficiency:

[Exhibit Only]  
City Attorney

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:SS

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 Cellco Partnership d/b/a Verizon Wireless a Delaware general partnership, 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 \_\_\_\_\_, 2022.

[Exhibit Only]  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public

Owner Site I.D.: Regency Lakeside Park  
Site Management I.D.: FLCOC10-4  
Tenant Site I.D.: Coconut Creek Lakeside Park / 280619

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 Joshua Rydell 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 \_\_\_\_\_, 2022.

**[Exhibit Only]**

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public



Owner Site I.D.: Regency Lakeside Park  
Site Management I.D.: FLCOC10-4  
Tenant Site I.D.: Coconut Creek Lakeside Park / 280619

## NEW MEMORANDUM OF AGREEMENT EXHIBITs

### LEGAL DESCRIPTION OF THE LAND, PREMISES, & PROPERTY

to the New Memorandum of Agreement dated \_\_\_\_\_, 2022, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, as Tenant.

#### DESCRIPTION OF PARENT TRACT

AS RECORDED IN OFFICIAL RECORDS BOOK 26814, PAGE 426, BROWARD COUNTY, FLORIDA PUBLIC RECORDS

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence N 89°36'20" E along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence S 00°23'40" E continuing along said South line and said boundary line of Parcel "A", a distance of 30.00 feet; thence N 89°36'20" E continuing along said South line and said boundary line of Parcel "A", a distance of 426.56 feet to the POINT OF BEGINNING; thence continuing N 89°36'20" E along said South line of Tract "A" and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 144.31 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence N 00°24'45" W along said parallel line and along said boundary line of Parcel "A", a distance of 285.03 feet to a point of intersection with the South line of Tract 61, Block 85, "THE PALM BEACH FARMS CO. PLAT NO. 3"; thence N 89°36'21" E along said South line and along said boundary line of Parcel "A", a distance of 254.66 feet; thence S 00°24'54" E, a distance of 99.99 feet; thence N 89°36'21" E, a distance of 438.79 feet to a point of intersection with a curve to the right whose radius point bears S 89°36'21" W; thence Southerly and Westerly along the arc of said curve having a radius of 428.86 feet, a central angle of 76°58'25", an arc distance of 576.15 feet to a point of reverse curvature; thence Westerly and Southerly along the arc of a curve to the left having a radius of 119.14 feet, a central angle of 70°53'51", an arc distance of 147.42 feet to a point of tangency; thence S 05°40'55" W, a distance of 5.58 feet to a point on a curve; thence Westerly along the arc of a curve to the left whose radius point bears S 05°43'25" W, having a radius of 2000.0 feet, a central angle of 06°07'09", an arc distance of 213.60 feet; thence S 89°36'16" W, a distance of 200.00 feet; thence N 00°24'45" W along said parallel line, a distance of 330.41 feet to the POINT OF BEGINNING.

Said lands situate in the City of Coconut Creek, Broward County, Florida.

Containing 357,192 Square Feet / 8.20 Acres, more or less.

Property Identification Number: 4842 06 16 0012.

#### DESCRIPTION OF VERIZON WIRELESS LEASE PARCEL

A parcel of land being a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, and lying in the City of Coconut Creek, Broward County, Florida, said parcel more particularly described as follows:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence North 89°36'20" East along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence South 00°23'40" East continuing along said South line of Tract "A" and said boundary line of Parcel "A", a distance of 30.00 feet; thence North 89°36'20" East continuing along said South line and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 570.87 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence North 00°24'45" West along said parallel line and along a West line of said Parcel "A", a distance of 197.03 feet; thence departing said line, North 89°35'15" East a distance of 15.50 feet to the POINT OF BEGINNING; thence North 00°24'45" West a distance of 20.00 feet; thence North 89°35'15" East a distance of 15.00 feet; thence South 00°24'45" East a distance of 20.00 feet; thence South 89°35'15" West a distance of 15.00 feet to the POINT OF BEGINNING.

Said parcel containing an area of 300 Square Feet.

#### DESCRIPTION OF VERIZON WIRELESS ACCESS

A 25.00 FOOT WIDE INGRESS EGRESS EASEMENT LYING IN PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL "A"; THENCE N89°36'20"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 214.48 FEET; THENCE S51°45'17"E, A DISTANCE OF 577.19 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF "NORTHWEST 63rd ROAD" AS SHOWN ON SAID PLAT AND THE POINT OF BEGINNING; THENCE N00°24'45"W, A DISTANCE OF 40.72 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 36°14'12", AN ARC DISTANCE OF 23.72 FEET TO A POINT OF TANGENCY; THENCE N35°49'27"E, A DISTANCE OF 9.85 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 36°14'12", AN ARC DISTANCE OF 23.72 FEET TO A POINT OF TANGENCY; THENCE N00°24'45"W, A DISTANCE OF 155.39 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'05", AN ARC DISTANCE OF 58.92 FEET TO A POINT OF TANGENCY; THENCE N89°36'20"E, A DISTANCE OF 69.28 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'05", AN ARC DISTANCE OF 58.92 FEET TO A POINT OF TANGENCY; THENCE N00°24'45"W, A DISTANCE OF 210.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'06", AN ARC DISTANCE OF 58.92 FEET TO THE CURVE'S END AND THE POINT OF TERMINUS.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

#### DESCRIPTION OF VERIZON WIRELESS ADDITIONAL 20' ACCESS EASEMENT:

A 20.00 foot wide strip of land lying in a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, and lying in the City of Coconut Creek, Broward County, Florida, the sidelines of said strip lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence North 89°36'20" East along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence South 51°45'17" East a distance of 577.19 feet to a point on the North right-of-way line of Northwest 63rd Road as shown on said Plat of "REGENCY LAKES AT COCONUT CREEK", said point being the point of beginning of the centerline of a 25 foot wide ingress/egress easement as recorded in Official Records Book 28984, Page 1437, Broward County, Florida Public Records; thence proceed along the centerline of said easement the following courses: North 00°24'45" West a distance of 40.72 feet to the point of curvature (p.c.) of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 36°14'12", a distance of 23.72 feet to the point of tangency (p.t.); thence North 35°49'27" East a distance of 9.85 feet to the p.c. of a curve concave Northwesterly, having a radius of 37.50 feet; thence Northerly along the arc of said curve, through a central angle of 36°14'12", a distance of 23.72 feet to the p.t.; thence North 00°24'45" West a distance of 155.39 feet to the p.c. of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 90°01'05", a distance of 58.92 feet to the p.t.; thence North 89°36'20" East a distance of 69.28 feet to the p.c. of a curve concave Northwesterly, having a radius of 37.50 feet; thence Northeasterly and Northerly along the arc of said curve, through a central angle of 90°01'05", a distance of 58.92 feet to the p.t.; thence North 00°24'45" West a distance of 210.00 feet to the p.c. of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 06°10'48", a distance of 4.04 feet to the POINT OF BEGINNING of the herein described centerline; thence departing the aforesaid centerline of the 25 foot wide ingress/egress easement as recorded in Official Records Book 28984, Page 1437, proceed South 89°35'15" West a distance of 14.21 feet to the POINT OF TERMINATION of the herein described centerline.

Said strip containing an area of 284.2 Square Feet, more or less.

### **DESCRIPTION OF VERIZON WIRELESS ICE BRIDGE EASEMENT**

A 2.00 foot wide strip of land lying in a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, and lying in the City of Coconut Creek, Broward County, Florida, the sidelines of said strip lying 1.00 foot on each side of the following described centerline:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence North 89°36'20" East along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence South 00°23'40" East continuing along said South line and said boundary line of Parcel "A", a distance of 30.00 feet; thence North 89°36'20" East continuing along said South line of Tract "A" and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 570.87 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence North 00°24'45" West along said parallel line and along a West line of said Parcel "A", a distance of 197.03 feet; thence departing said line, North 89°35'15" East a distance of 15.50 feet; thence North 00°24'45" West a distance of 18.00 feet; thence South 89°35'15" West a distance of 1.00 feet to the POINT OF BEGINNING of the herein described centerline; thence North 00°24'45" West a distance of 30.47 feet; thence North 26°13'53" East a distance of 15.31 feet to a point on the southwesterly face of a monopole tower, said point being the POINT OF TERMINATION of the herein described centerline. The sidelines of said strip to be trimmed or extended to form points of intersection.

Said strip containing an area of 91.6 Square Feet more or less.

### **DESCRIPTION OF VERIZON UTILITY EASEMENT:**

A 15.00 foot wide strip of land depicted as a "Utility Easement" as shown in the Plat of Regency Lakes, as recorded in Plat Book 157, Page 23, of the Public Records of Broward County, Florida.

**EXHIBIT D-1**  
**Page 1 of 2**

to the First Amendment to Lease Agreement dated December 8,  
2022, by and between the City of Coconut Creek, a municipal corporation, as City, and Cellco  
Partnership d/b/a Verizon Wireless, a Delaware general partnership, as TENANT.

**DESCRIPTION OF PROPERTY AND LIST OF EQUIPMENT**

**TENANT LIST OF EQUIPMENT AND FREQUENCIES**

**TOWER MOUNTED EQUIPMENT**

Number of Antenna(s) - Types and Models:

Six (6) CSS X7CQAP-665-VRO antennas  
Three (3) VZE01 Sub6 antennas  
Three (3) Ericsson 8843 RRU  
Three (3) Ericsson 4449 RRU  
One (1) OVP 12 RAYCAP rc3dc-3315-pf-48  
One (1) OVP 6 RAYCAP rhsdc-6627-pf-48

Number of and Size of Transmission Line/Cable(s) and Models (from ground to 85'):

One (1) 12/24 Hybrid cable  
Twelve (12) 1-5/8" coaxial lines  
One (1) 6/12 Hybrid cable

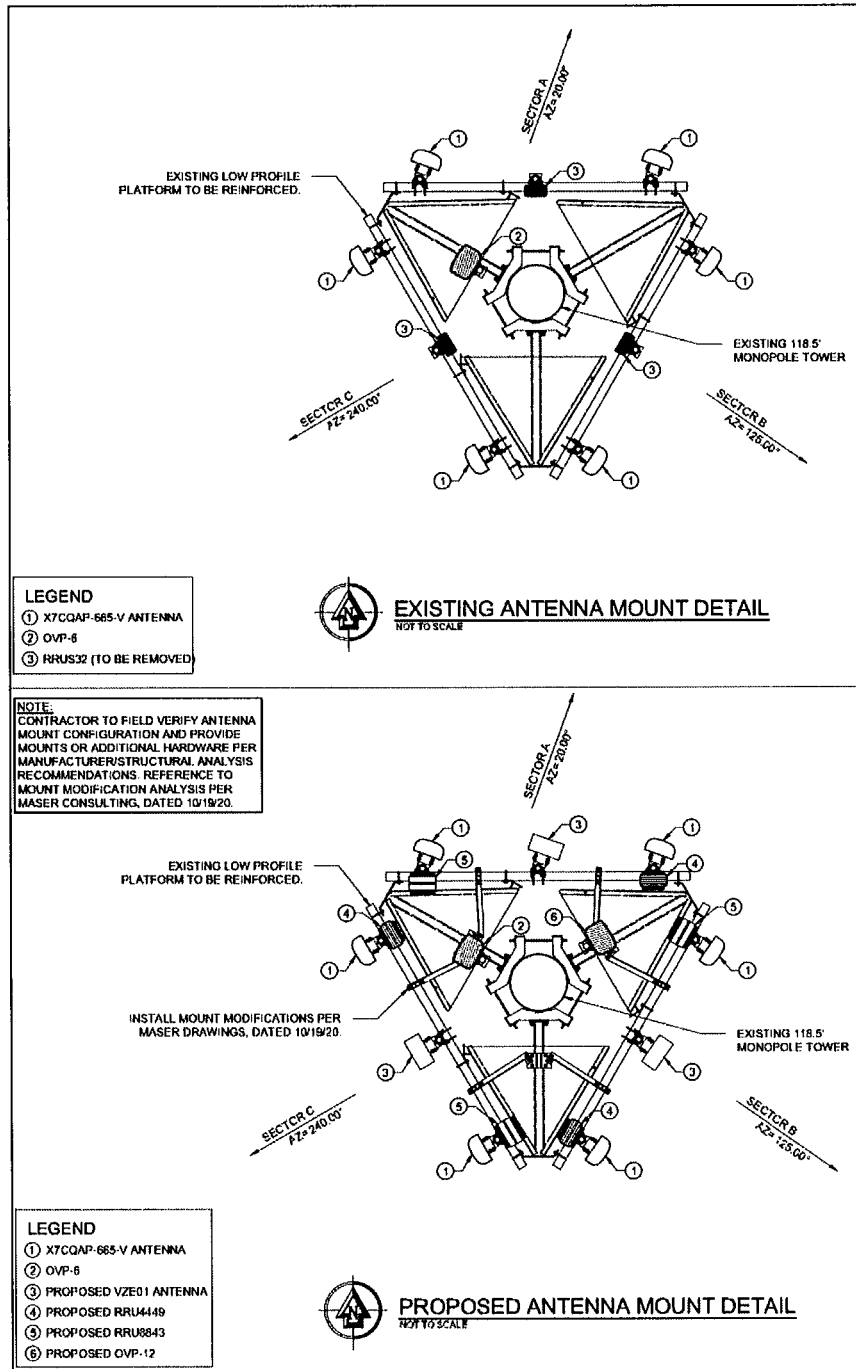
**GROUND-MOUNTED EQUIPMENT**

Outdoor Equipment Cabinets within a 15' x 20' lease area  
35 KW Diesel Generator  
300 Gallon Fuel Tank

**FREQUENCIES ASSIGNED TO TENANT BY THE FCC FOR USE ON THE PROPERTY**

Transmit frequencies: 1950-1965, 746-757, 2110-2120, 2120-2130  
Receive frequencies: 1870-1885, 776-787, 1710-1720, 1720-1730

# EXHIBIT D-1 Page 2 of 2



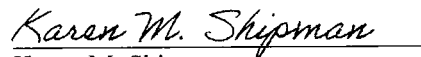
**CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**

**ASSISTANT SECRETARY'S CERTIFICATE**

I, Karen M. Shipman, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Cellco Partnership, a Delaware general partnership (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. By written consent dated March 19, 2015, the Board of Representatives of the Company adopted resolutions relating to signing authority and the authority to approve transactions, and that such resolutions are in full force and effect as of the date hereof; and
2. Jhonathan Montenegro – Sr. Manager, Network Regulatory/RE, is authorized, pursuant to the signing authorities adopted by the aforementioned resolutions, to make, enter into, sign and deliver the first amendment to lease agreement, owner site I.D. Regency Lakeside Park, by and between the City of Coconut Creek, Florida and the Company.

Dated: October 27, 2022

  
Karen M. Shipman  
Assistant Secretary



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

Bonnie Bolz Merkt, Esq.  
Ginsberg Jacobs LLC  
300 South Wacker Drive, Suite 2750  
Chicago, Illinois 60606

**NEW MEMORANDUM OF AGREEMENT**

This NEW Memorandum of Agreement is entered into on December 8, 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 Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Tenant").

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4. The Land that is the subject of the Agreement is described in Exhibit "A-1" attached hereto. The portion of the Land being leased to Tenant (the "Premises") and all necessary access and utility easements (together with the Premises, the "Property") are also described in Exhibit "A-1" attached hereto and incorporated herein by reference.

[Signatures to follow]

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

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

Name: Joshua Rydell

Title: Mayor

Date: December 8, 2022

**TENANT:**

Cellco Partnership d/b/a Verizon Wireless

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

Name: Jhonathan Montenegro

Title: Sr. Manager - Real Estate/Regulatory, FL Network Engineering

Date: October 21, 2022



Attest:

City Clerk

Approved as to Legal Form and Sufficiency:

City Attorney

Joseph J. Kavanaugh

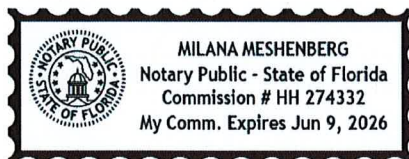
Terrill C. Rydell

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Florida :  
COUNTY OF Palm Beach :SS

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, by Jhonathan Montenegro, as Sr. Manager - Real Estate/Regulatory, FL Network Engineering of Cellco Partnership d/b/a Verizon Wireless a Delaware general partnership, to me known to be the person(s) described in and who executed the foregoing instrument, or produced N/A as a form of identification.

WITNESS my hand and official seal this 21 day of October, 2022.



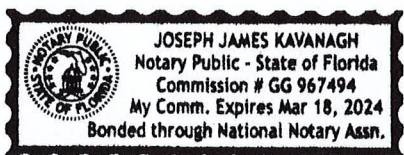
Signature of Notary Public  
State of Florida at Large

Milana Meshenberg  
Print, Type or Stamp  
Name of Notary Public

STATE OF Florida :  
COUNTY OF Broward :SS

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, by Joshua Rydell 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 X as a form of identification.

WITNESS my hand and official seal this 8th day of December, 2022.



Signature of Notary Public  
State of Florida at Large

Joseph James Kavanagh  
Print, Type or Stamp  
Name of Notary Public

A - 1

NEW MEMORANDUM OF AGREEMENT  
EXHIBITS

LEGAL DESCRIPTION OF THE LAND, PREMISES, & PROPERTY

to the New Memorandum of Agreement dated \_\_\_\_\_, 2022, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, as Tenant.

DESCRIPTION OF PARENT TRACT

AS RECORDED IN OFFICIAL RECORDS BOOK 26814, PAGE 426, BROWARD COUNTY, FLORIDA PUBLIC RECORDS

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence N 89°36'20" E along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence S 00°23'40" E continuing along said South line and said boundary line of Parcel "A", a distance of 30.00 feet; thence N 89°36'20" E continuing along said South line and said boundary line of Parcel "A", a distance of 426.56 feet to the POINT OF BEGINNING; thence continuing N 89°36'20" E along said South line of Tract "A" and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 144.31 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence N 00°24'45" W along said parallel line and along said boundary line of Parcel "A", a distance of 285.03 feet to a point of intersection with the South line of Tract 61, Block 85, "THE PALM BEACH FARMS CO. PLAT NO. 3"; thence N 89°36'21" E along said South line and along said boundary line of Parcel "A", a distance of 254.66 feet; thence S 00°24'54" E, a distance of 99.99 feet; thence N 89°36'21" E, a distance of 438.79 feet to a point of intersection with a curve to the right whose radius point bears S 89°36'21" W; thence Southerly and Westerly along the arc of said curve having a radius of 428.86 feet, a central angle of 78°58'25", an arc distance of 576.15 feet to a point of reverse curvature; thence Westerly and Southerly along the arc of a curve to the left having a radius of 119.14 feet, a central angle of 70°53'51", an arc distance of 147.42 feet to a point of tangency; thence S 05°40'55" W, a distance of 5.58 feet to a point on a curve; thence Westerly along the arc of a curve to the left whose radius point bears S 05°43'25" W, having a radius of 2000.0 feet, a central angle of 06°07'09", an arc distance of 213.60 feet; thence S 89°36'18" W, a distance of 200.00 feet; thence N 00°24'45" W along said parallel line, a distance of 330.41 feet to the POINT OF BEGINNING.

Said lands situate in the City of Coconut Creek, Broward County, Florida.

Containing 357,192 Square Feet / 8.20 Acres, more or less.

Property Identification Number: 4842 06 16 0012.

DESCRIPTION OF VERIZON WIRELESS LEASE PARCEL

A parcel of land being a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, and lying in the City of Coconut Creek, Broward County, Florida, said parcel more particularly described as follows:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence North 89°36'20" East along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence South 00°23'40" East continuing along said South line of Tract "A" and said boundary line of Parcel "A", a distance of 30.00 feet; thence North 89°36'20" East continuing along said South line and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 570.87 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence North 00°24'45" West along said parallel line and along a West line of said Parcel "A", a distance of 197.03 feet; thence departing said line, North 89°35'15" East a distance of 15.50 feet to the POINT OF BEGINNING; thence North 00°24'45" West a distance of 20.00 feet; thence North 89°35'15" East a distance of 15.00 feet; thence South 00°24'45" East a distance of 20.00 feet; thence South 89°35'15" West a distance of 15.00 feet to the POINT OF BEGINNING.

Said parcel containing an area of 300 Square Feet.

DESCRIPTION OF VERIZON WIRELESS ACCESS



A 25.00 FOOT WIDE INGRESS EGRESS EASEMENT LYING IN PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL "A"; THENCE N89°36'20"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 214.48 FEET; THENCE S51°45'17"E, A DISTANCE OF 577.19 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF "NORTHWEST 63rd ROAD" AS SHOWN ON SAID PLAT AND THE POINT OF BEGINNING; THENCE N00°24'45"W, A DISTANCE OF 40.72 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 36°14'12", AN ARC DISTANCE OF 23.72 FEET TO A POINT OF TANGENCY; THENCE N35°49'27"E, A DISTANCE OF 9.85 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 36°14'12", AN ARC DISTANCE OF 23.72 FEET TO A POINT OF TANGENCY; THENCE N00°24'45"W, A DISTANCE OF 155.39 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'05", AN ARC DISTANCE OF 58.92 FEET TO A POINT OF TANGENCY; THENCE N89°36'20"E, A DISTANCE OF 69.28 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'05", AN ARC DISTANCE OF 58.92 FEET TO A POINT OF TANGENCY; THENCE N00°24'45"W, A DISTANCE OF 210.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'06", AN ARC DISTANCE OF 58.92 FEET TO THE CURVE'S END AND THE POINT OF TERMINUS.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

#### DESCRIPTION OF VERIZON WIRELESS ADDITIONAL 20' ACCESS EASEMENT:

A 20.00 foot wide strip of land lying in a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, and lying in the City of Coconut Creek, Broward County, Florida, the sidelines of said strip lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence North 89°36'20" East along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence South 51°45'17" East a distance of 577.19 feet to a point on the North right-of-way line of Northwest 63rd Road as shown on said Plat of "REGENCY LAKES AT COCONUT CREEK", said point being the point of beginning of the centerline of a 25 foot wide ingress/egress easement as recorded in Official Records Book 28964, Page 1437, Broward County, Florida Public Records; thence proceed along the centerline of said easement the following courses: North 00°24'45" West a distance of 40.72 feet to the point of curvature (p.c.) of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 36°14'12", a distance of 23.72 feet to the point of tangency (p.t.); thence North 35°49'27" East a distance of 9.85 feet to the p.c. of a curve concave Northwesterly, having a radius of 37.50 feet; thence Northerly along the arc of said curve, through a central angle of 36°14'12", a distance of 23.72 feet to the p.t.; thence North 00°24'45" West a distance of 155.39 feet to the p.c. of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 90°01'05", a distance of 58.92 feet to the p.t.; thence North 89°36'20" East a distance of 69.28 feet to the p.c. of a curve concave Northwesterly, having a radius of 37.50 feet; thence Northeasterly and Northerly along the arc of said curve, through a central angle of 90°01'05", a distance of 58.92 feet to the p.t.; thence North 00°24'45" West a distance of 210.00 feet to the p.c. of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 06°10'48", a distance of 4.04 feet to the POINT OF BEGINNING of the herein described centerline; thence departing the aforesaid centerline of the 25 foot wide ingress/egress easement as recorded in Official Records Book 28964, Page 1437, proceed South 89°35'15" West a distance of 14.21 feet to the POINT OF TERMINATION of the herein described centerline.

Said strip containing an area of 284.2 Square Feet, more or less.

### **DESCRIPTION OF VERIZON WIRELESS ICE BRIDGE EASEMENT**

A 2.00 foot wide strip of land lying in a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, and lying in the City of Coconut Creek, Broward County, Florida, the sidelines of said strip lying 1.00 foot on each side of the following described centerline:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence North 89°36'20" East along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence South 00°23'40" East continuing along said South line and said boundary line of Parcel "A", a distance of 30.00 feet; thence North 89°36'20" East continuing along said South line of Tract "A" and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 570.87 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence North 00°24'45" West along said parallel line and along a West line of said Parcel "A", a distance of 197.03 feet; thence departing said line, North 89°35'15" East a distance of 15.50 feet; thence North 00°24'45" West a distance of 18.00 feet; thence South 89°35'15" West a distance of 1.00 feet to the POINT OF BEGINNING of the herein described centerline; thence North 00°24'45" West a distance of 30.47 feet; thence North 26°13'53" East a distance of 15.31 feet to a point on the southwesterly face of a monopole tower, said point being the POINT OF TERMINATION of the herein described centerline. The sidelines of said strip to be trimmed or extended to form points of intersection.

Said strip containing an area of 91.6 Square Feet more or less.

### **DESCRIPTION OF VERIZON UTILITY EASEMENT:**

A 15.00 foot wide strip of land depicted as a "Utility Easement" as shown in the Plat of Regency Lakes, as recorded in Plat Book 157, Page 23, of the Public Records of Broward County, Florida.