

EXHIBIT 1

OWNER Site I.D.: Coconut Creek Community Center
SITE MANAGEMENT I.D. CLFCOC14-2
TENANT Site I.D. : 6FB1450M

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF COCONUT CREEK, FLORIDA AND T-MOBILE SOUTH LLC

This First Amendment to the Lease Agreement effective June 23, 2016 and last dated July 5, 2016 (this "Amendment") is made this _____ day of _____, 2023, by and between **CITY OF COCONUT CREEK**, a municipal corporation, with its offices located at 4800 West Copans Road, Coconut Creek, FL 33063, as Landlord, hereinafter "City", and **T-MOBILE SOUTH LLC**, with its principal offices located at 12920 SE 38th Street, Bellevue, WA 98006, hereinafter "Tenant".

WHEREAS, City and Tenant entered into the Lease Agreement effective June 23, 2016, and the parties agree to such effective date despite the date of the last signature on July 5, 2016 (hereinafter the "Agreement"), whereby Tenant leased from City a portion of real property and space on the City's telecommunications tower (the "Tower") within the City's park (the "Land") located at 1100 Lyons Road, Coconut Creek, FL commonly referred to as the Community Center, as more fully described in the Agreement; and

WHEREAS, City and Tenant desire to amend the Agreement in order to modify the Tenant's equipment on the Tower, which will not increase the Tenant's loading factor on the Tower; and

WHEREAS, City is willing to permit Tenant to replace its equipment within the existing leased space on the City's Tower without an increase in rent owing to the fact that it will not increase the tower-loading, size, and/or amount of space being used by TENANT; 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

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, for good and valuable consideration, the receipt and sufficiency of which are 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, as well as clarify the existence of a non-exclusive easement area, commonly referred to as an ice-bridge, used for TENANT's connection to the Tower, Section 1, "Real Property to be Leased," of the Agreement is hereby amended to read as follows:
 - 1.01 CITY shall lease to TENANT ~~that certain a 11' 5" by 22' area that measures two hundred fifty-three square foot (253 sq. ft.), parcel of real property, and a non-exclusive aerial easement encompassing 21.4 square feet (10'-7"x2') connecting same to the subject Tower at an approximate elevation of 8 feet AGL for cable routing (ice-bridge), situated within the Community Center located at 1100 Lyons Rd., Coconut Creek, Broward County, Florida (the "Leased Premises"), and space adjacent to and/or on the Tower, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles along the paved roadways, including trucks, and non-exclusive utility easement for installation and maintenance of utility wires, cables, conduits and pipes, under or along twenty (20') foot wide right of way extending from nearest public right of way (more particularly described in Exhibit "B" "A-1" (and visually depicted in "B-1"). The leased property consisting of approximately 253 square feet (hereinafter referred to as the "Premises" and more particularly described in Exhibit "B") and right of way for access are hereinafter referred to as the "Property".~~ CITY shall lease to TENANT certain a 11' 5" by 22' area that measures two hundred fifty-three square foot (253 sq. ft.), parcel of real property, and a non-exclusive aerial easement encompassing 21.4 square feet (10'-7"x2') connecting same to the subject Tower at an approximate elevation of 8 feet AGL for cable routing (ice-bridge), situated within the Community Center located at 1100 Lyons Rd., Coconut Creek, Broward County, Florida (the "Leased Premises"), and space adjacent to and/or on the Tower, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles along the paved roadways, including trucks, and non-exclusive utility easement for installation and maintenance of utility wires, cables, conduits and pipes, under or along twenty (20') foot wide right of way extending from nearest public right of way (more particularly described in Exhibit "B" "A-1" (and visually depicted in "B-1"). The leased property consisting of approximately 253 square feet (hereinafter referred to as the "Premises" and more particularly described in Exhibit "B") and right of way for access are hereinafter referred to as the "Property".

 - 1.02 CITY further leases to TENANT certain aerial space on the Tower at one hundred fourteen feet (114 ft.) and one hundred four feet (104 ft.) above ground level ("AGL") as shown in on Exhibit D-"B-1," attached hereto and incorporated herein (the "Tower Space").

3. To clearly provide for a non-exclusive underground utility easement that connects the Leased 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 Leased Premises to an electrical transformer pad on the Land as depicted in Exhibit "B-1". 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 a manner consistent with the requirements of Florida's "Underground Facility Damage Prevention and Safety Act." CITY further

expressly reserves the right to relocate the Utility Easement in the CITY's sole discretion, and request 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 clarify the interests in land controlled by the Agreement, the following Section 1.04, will be added within Section 1, "Real Property to Be Leased," as follows:
1.04 The Leased Premises, Tower Space, and Non-Exclusive Utility Easement are hereinafter collectively referred to as the "Property," unless the particular context dictates otherwise.

5. To clarify the TENANT's ability to modify its ground equipment within the Leased Premises, Section 2.01 of the Agreement is hereby amended to read as follows:
2.01 TENANT shall use the Leased Premises~~Property~~ for the purpose of constructing, installing, maintaining and operating a communications facility and uses incidental thereto, consisting of a concealed monopole structure (the "Tower"), radio frequency antennas, and equipment cabinet(s), as necessary now or in the future, to shelter its telecommunications equipment to meet TENANT's telecommunications needs and all necessary connecting appurtenances (sometimes collectively referred to herein as "TENANT's System") and further described in Exhibit "D-1," attached hereto and incorporated herein. Tenant's antennas shall be installed on the Tower at the approximate heights of ~~109 104~~ and ~~115 114~~ feet AGL centers of radiation. Except for like-for-like replacements and repairs, TENANT may not replace, repair or otherwise modify its telecommunications equipment and appurtenances on the Tower or its ground-based equipment without prior written approval from the CITY, which will not be unreasonably withheld, conditioned or delayed. Nothing herein is intended to waive any requirement to obtain a permit consistent with Section 2.10, if and when applicable, nor to avoid duly executed amendments to this Agreement as may be required.

6. To ensure that Tenant maintains the Leased Premises in a manner consistent with the City's Code of Ordinances, Section 2.07 of the Agreement is hereby amended to read as follows:

- 2.07 TENANT shall maintain the Property in a safe and workmanlike condition and meet all requirements imposed by federal state, county or local law and ordinances of the CITY, including but not limited to maintenance of the interior compound area of the Leased Premises with regular landscaping, and to remove weeds, plant growth, and debris/trash.
7. The parties hereby delete Section 3.03 in its entirety, as all necessary utility easements have been provided hereunder, and reserve the numbered section to appear as follows:
3.03 Reserved.
8. 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, as follows:
"...Notwithstanding the foregoing, TENANT shall be permitted to maintain a diesel-powered electrical generator on the Leased Premises provided that the fuel storage for same is in an approved double wall above-ground container either independent of the generator or contained within the generator." 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 spill or contamination resulting from TENANT's use of diesel under this limited exception, and same shall survive the termination of this Agreement."
9. The following sections in Section 5, "TERM OF AGREEMENT," of the Agreement are hereby amended to read as follows:
- 5.01 ~~Term: The Term of this Agreement shall be ten (10) years commencing upon the date TENANT begins construction of the Tower, as provided in Section 2 of this Agreement on May 4, 2018 ("Commencement Date") and terminating on the day immediately preceding the tenth (10th) anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Section 7. TENANT shall have the right to extend the Term for two (2) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein.~~
- 5.02 ~~Renewals: Extensions provided pursuant to Section 5.01 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. The 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 the term.~~

9. To clarify the City's rights and its public interest in mitigating liabilities, Section 8.02 of the Agreement within Section 8, "Indemnification," is hereby deleted in its entirety, and the numbered section is reserved as follows:

~~8.02 Reserved. To the extent permitted by law, the CITY agrees to hold TENANT, its officers, agents and employees, harmless and indemnify for liability arising out of the use or occupancy of the Land by CITY pursuant to this Agreement. Pursuant to its liability, CITY shall pay all claims, losses, liens, settlements and judgements in connection therewith, including, but not limited to, attorney fees, paralegal fees and costs to defend all suits. This indemnity shall not apply to any claims arising from an act of negligence or intentional misconduct of the indemnified party.~~

10. To correct punctuation and intent, Section 10.01 is hereby modified to remove period and add a comma as follows:

10.01 This Agreement may be sold, assigned or transferred by TENANT without any approval or consent of CITY to TENANT'S principal(s), affiliates, or any subsidiary of TENANT, its principal(s) or affiliates, or to any FCC licensed wireless provider entity which acquires all or substantially all of TENANT'S assets in the market defined by the FCC in which the Land is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of CITY, which such consent will not be unreasonably withheld, delayed or conditioned. Notwithstanding any such assignment, subletting or transfer by TENANT, TENANT agrees that it shall remain liable for all monetary and non-monetary obligations under this Agreement. Except as provided herein, TENANT shall not assign, transfer or sublet any of its rights or obligations under this Agreement to any third parties without the express written consent of CITY.

11. 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 exclusive venue, the parties agree to amend Section 12.02 of the Agreement to read as follows:

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

12. Section 16, "Notices," of the Agreement is hereby amended to read as follows:

16.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender to the persons and addresses as shown below.

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:
T-Mobile South LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Administrator/6FB1450

13. To address changes in the Agreement as accomplished by this First Amendment, a Memorandum of Agreement is established hereby and Section 18, "RECORDATION," of the Agreement is hereby amended to read as follows:
18.01 CITY and TENANT agree that a Memorandum of Agreement in the form annexed hereto as Exhibit "C-1" shall be recorded in the Public Records of Broward County, Florida, not more than ninety (90) days from the date of upon execution of this Agreement by TENANT and ~~T~~the cost for recordation shall be paid by the TENANT.
14. To clarify TENANT's obligations in connection with its equipment upon the Tower, a new Section 24.02 is hereby added to the Agreement as follows:
24.02 Notwithstanding any other provisions herein, including Section 3.04, TENANT shall be responsible for maintenance of all canister coverings of its equipment mounted within the Tower and shall replace or restore same if they become detached due to wear, weather, or for any other reason.
15. To update and clarify the operative new exhibits of the Agreement, see below:
(1) Exhibit A of the Agreement is deleted in its entirety and replaced with Exhibit A-1, attached hereto and made apart hereof.
(2) Exhibit B of the Agreement is deleted in its entirety and replaced with Exhibit B-1, attached hereto and made apart hereof.
(3) Exhibit C to the Agreement is deleted in its entirety and replaced with Exhibit C-1, attached hereto and made apart hereof.
(4) Exhibit D to the Agreement is deleted in its entirety and replaced with Exhibit D-1, attached hereto and made apart hereof.
All references throughout the Agreement to earlier exhibits, must be read to mean the relevant new exhibit that depicts that certain subject matter as determined by the

context. This First Amendment and its Exhibits A-1, B-1, C-1, and D-1, are the operative exhibits to the Agreement, despite any overlapping or conflicting details provided in any of the former exhibits.

16. A material aspect of this First Amendment is the TENANT's representation that it will procure and maintain insurance for the duration of Agreement against any and all claims for injuries to persons or damages to property to the extent they arise from the TENANT's use of the Property hereunder. Such insurance shall be as specifically depicted in the Agreement, with the addition of coverage that insures against any and all claims for damages to persons or damages to property arising from radiofrequency emissions.
17. Tenant acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications.
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 agreement, promises or understandings shall be binding upon either the City or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this 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 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, the terms and conditions of this First Amendment shall govern.

[Remainder of page intentionally blank]

OWNER Site I.D.: Coconut Creek Community Center
SITE MANAGEMENT I.D.: CLFCOC14-2
TENANT Site I.D.: 6FB1450M

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

CITY

ATTEST

CITY OF COCONUT CREEK, a
municipal corporation

Joseph J. Kavanagh, City Clerk

Joshua Rydell, Mayor

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney

[Tenant Signature to follow]

TENANT

**T-MOBILE SOUTH LLC,
a Delaware limited liability company**

By: [Signature]
Print Name: Muhammed (Matt) Thabet
Title: Director, Network Eng and OPS

[Signature]
Witness
Print Jose Delgado

[Signature]
Witness
Print HENRY GUTIERREZ



CORPORATE ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Broward

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of physical presence or online notarization, by Muhammed, Thabet of T-Mobile South 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 20 day of September, 2023.



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

Mariteri Prieto
Print, Type or Stamp
Name of Notary Public

[Exhibits to follow]

OWNER Site I.D.: Coconut Creek Community Center
SITE MANAGEMENT I.D. CLFCOC14-2
TENANT Site I.D. : 6FB1450M

EXHIBIT A-1

to the First Amendment dated _____, 2023, by and between the City of Coconut Creek, a municipal corporation, as City, and T-MOBILE SOUTH LLC, a Delaware limited liability company, as Tenant.

PIN 4842 31 32 0010

PARENT TRACT LEGAL DESCRIPTION:

ALL OF "COCONUT CREEK PARKPLEX PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 173, PAGE 65, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEASE PARCEL LEGAL DESCRIPTION:

A PARCEL LOCATED WITHIN PARCEL "A", "COCONUT CREEK PARKPLEX PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 65 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 42 EAST, THENCE S01°12'47"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31 FOR 59.53 FEET; THENCE S87°52'03"W ALONG THE SOUTH RIGHT-OF-WAY LINE OF COCONUT CREEK PARKWAY (STATE ROAD 814) FOR 210.03 FEET; THENCE S01°12'47"E ALONG THE EAST LINES OF PARCELS "E-2", "C" AND "A" OF SAID PLAT FOR 137.19 FEET; THENCE S88°47'13"W FOR 16.42 FEET TO THE **POINT OF BEGINNING** OF THE FOLLOWING DESCRIBED PARCEL, THENCE S88°50'01"W FOR 11.50 FEET; THENCE S00°09'59"E FOR 22.00 FEET; THENCE N89°50'01"E FOR 11.50 FEET; THENCE N00°09'59"W FOR 22.00 FEET TO THE **POINT OF BEGINNING**.

10' UTILITY EASEMENT LEGAL DESCRIPTION:

AN EASEMENT LOCATED WITHIN PARCEL "A", "COCONUT CREEK PARKPLEX PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 65 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 42 EAST, THENCE S01°12'47"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31 FOR 59.53 FEET; THENCE S87°52'03"W FOR 236.77 FEET; THENCE S83°59'29"W FOR 33.43 FEET TO THE **POINT OF BEGINNING** OF THE FOLLOWING DESCRIBED 10 FOOT WIDE UTILITY EASEMENT: THENCE CONTINUE S83°59'29"W FOR 96.16 FEET; THENCE S88°52'35"W FOR 23.18 FEET (THE PROCEEDING FOUR DESCRIBED COURSES BEING ALONG THE SOUTH RIGHT-OF-WAY LINE OF COCONUT CREEK PARKWAY (STATE ROAD No. 814); THENCE S75°28'34"W FOR 46.64 FEET; THENCE S90°00'00"W FOR 7.08 FEET; THENCE S00°00'00"E FOR 10.00 FEET; THENCE N90°00'00"E FOR 8.35 FEET; THENCE N75°28'34"E FOR 46.74 FEET; THENCE N88°52'35"E FOR 22.43 FEET; THENCE N83°59'29"E FOR 95.38 FEET; THENCE S82°10'59"E FOR 11.69 FEET; THENCE S60°30'43"E FOR 13.89 FEET; THENCE S21°15'56"E FOR 10.70 FEET TO A POINT ON THE NORTH LINE OF A 12 FOOT UTILITY EASEMENT RECORDED IN PLAT BOOK 173, PAGE 65 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S86°24'25"E ALONG THE NORTH LINE OF SAID 12 FOOT UTILITY EASEMENT FOR 11.02 FEET; THENCE N21°15'56"W FOR 18.90 FEET; THENCE N60°30'43"W FOR 19.37 FEET; THENCE N82°10'59"W FOR 14.81 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT B-1
Page 1 of 3

to the First Amendment dated _____, 2023, by and between the City of Coconut Creek, a municipal corporation, as City, and T-MOBILE SOUTH LLC, a Delaware limited liability company, as Tenant.

TENANT'S LEASED PREMISES

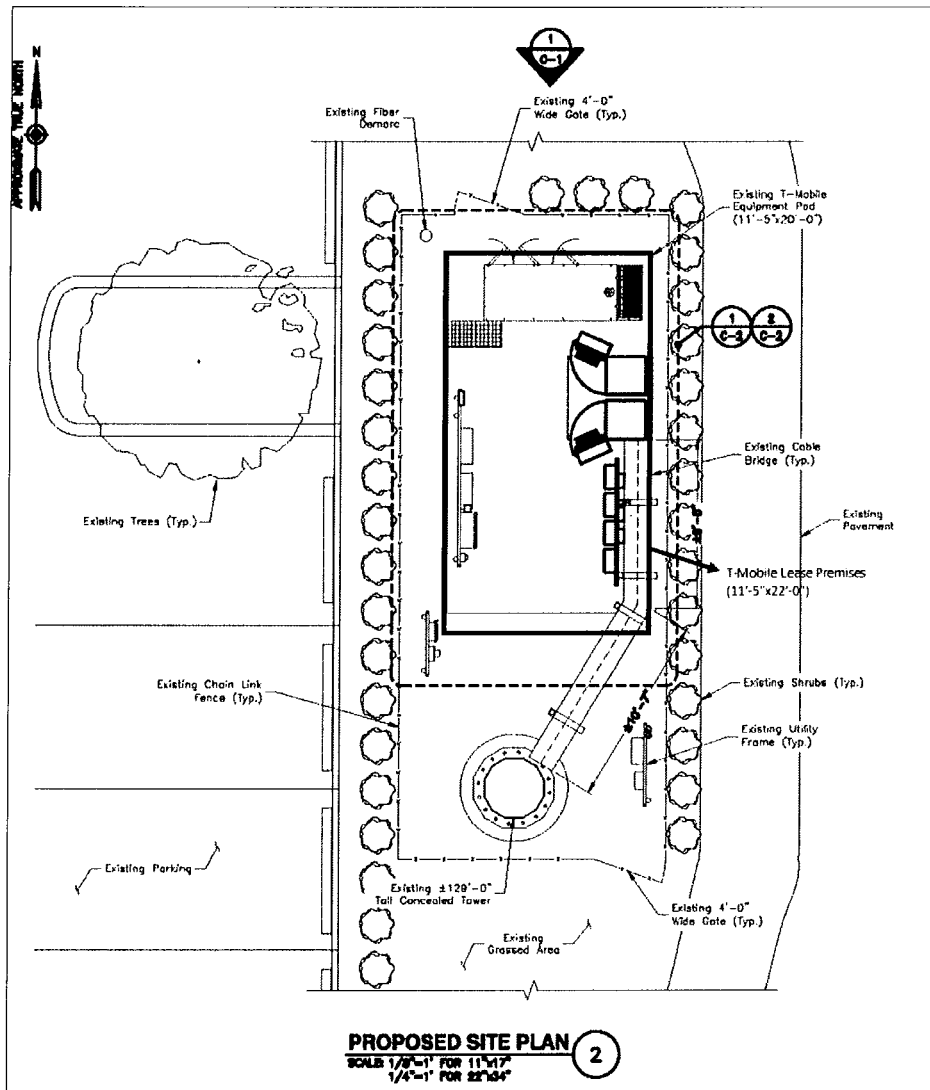


EXHIBIT B-1
Page 2 of 3

TENANT'S ACCESS/INGRESS AND EGRESS

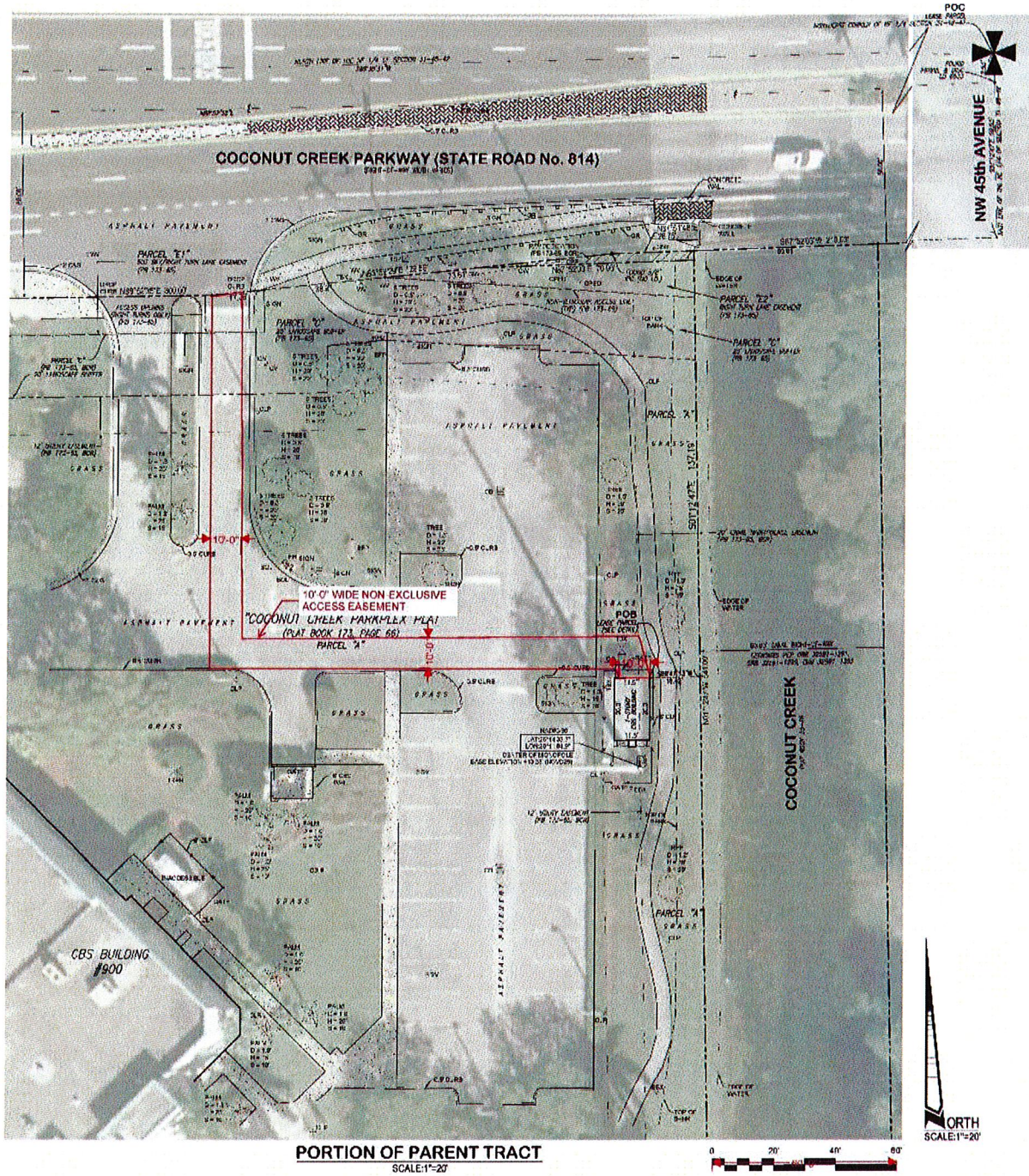


EXHIBIT B-1
Page 3 of 3

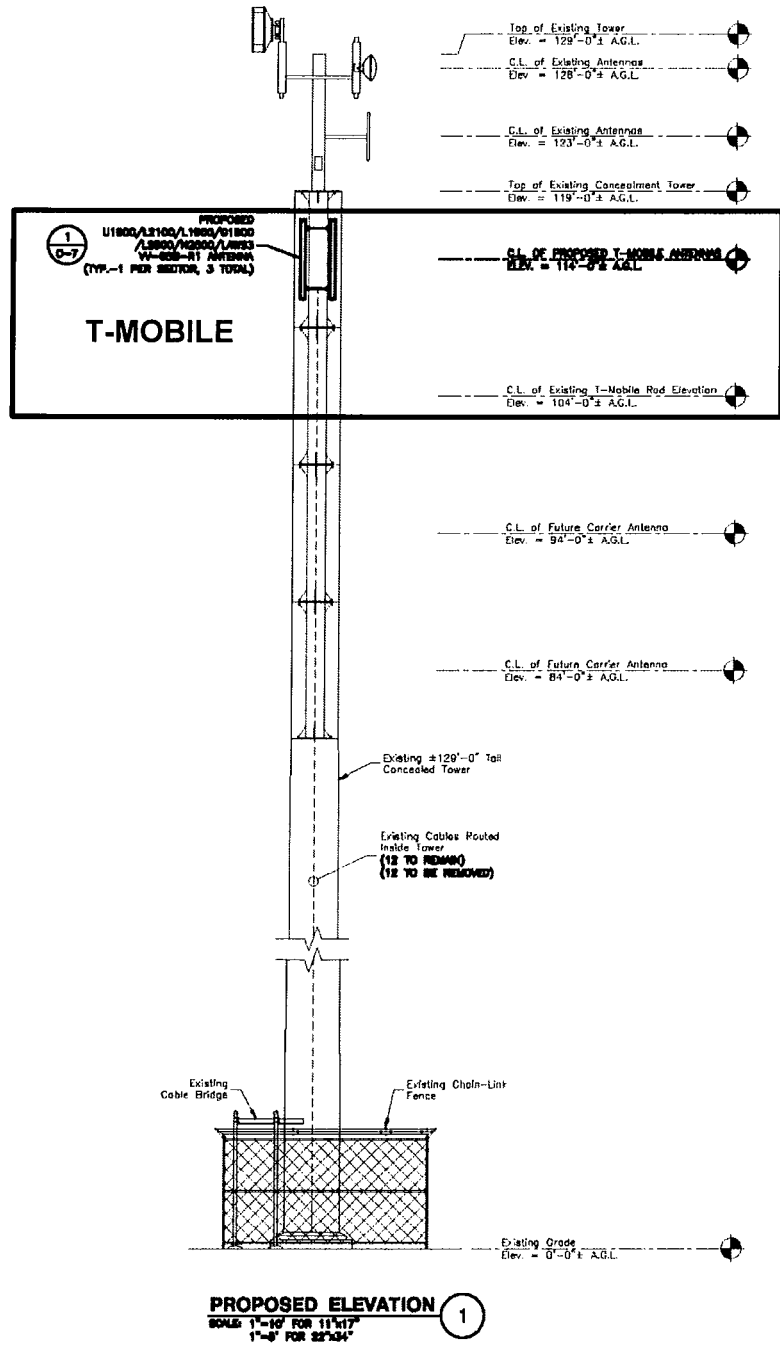


EXHIBIT C-1

to the First Amendment dated _____, 2023, by and between the City of Coconut Creek, a municipal corporation, as City, and T-MOBILE SOUTH LLC, a Delaware limited liability company, as Tenant.

RECORDED AT REQUEST OF, AND WHEN RECORDED RETURN TO:

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

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on _____, 2023, by the City of Coconut Creek, a municipal corporation, with an address at 4800 West Copans Road, Coconut Creek, Florida 33063 (hereinafter referred to as "Owner" or "Landlord") and T-Mobile South LLC, a Delaware limited liability company, with an office located at 12920 SE 38 Street, Bellevue, WA 98006 (hereinafter referred to as "Tenant").

1. Owner and Tenant entered into a Lease Agreement ("Agreement") effective June 23, 2016 and last dated July 5, 2016 ("Effective Date"), for the purpose of Tenant undertaking certain investigations and tests and installing, operating and maintaining a communications facility and other improvements upon the land. All of the foregoing is set forth in the Agreement.
2. Owner and Tenant have amended the Agreement by a First Amendment dated _____, 2023, and wish to adopt this Memorandum as more fully set forth herein.
3. The term of Tenant's tenancy under the Agreement is for ten (10) years commencing May 4, 2018 (the "Commencement Date") and terminating on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, with two (2) successive 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 are also described in Exhibit "A-1," attached hereto and incorporated herein by reference.

[Signatures to follow]

OWNER Site I.D.: Coconut Creek Community Center
SITE MANAGEMENT I.D. CLFCOC14-2
TENANT Site I.D. : 6FB1450M

**MEMORANDUM OF AGREEMENT
EXHIBIT A-1
LEGAL DESCRIPTION OF THE LAND & PREMISES**

to the First Amendment dated _____, 2023, by and between the City of Coconut Creek, a municipal corporation, as City, and T-MOBILE SOUTH LLC, a Delaware limited liability company, as Tenant.

PIN 4842 31 32 0010

**PARENT TRACT
LEGAL DESCRIPTION:**

ALL OF "COCONUT CREEK PARKPLEX PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 173, PAGE 65, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 42 EAST, THENCE S01°12'47"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31 FOR 59.53 FEET, THENCE S87°52'03"W ALONG THE SOUTH RIGHT-OF-WAY LINE OF COCONUT CREEK PARKWAY (STATE ROAD 814) FOR 210.03 FEET, THENCE S01°12'47"E ALONG THE EAST LINES OF PARCELS "E-2", "C" AND "A" OF SAID PLAT, FOR 137.19 FEET, THENCE S88°47'13"W FOR 16.42 FEET TO THE **POINT OF BEGINNING** OF THE FOLLOWING DESCRIBED PARCEL; THENCE S89°50'01"W FOR 11.50 FEET; THENCE S00°09'59"E FOR 22.00 FEET; THENCE N89°50'01"E FOR 11.50 FEET; THENCE N00°09'59"W FOR 22.00 FEET TO THE **POINT OF BEGINNING**

**10' UTILITY EASEMENT
LEGAL DESCRIPTION:**

AN EASEMENT LOCATED WITHIN PARCEL "A", "COCONUT CREEK PARKPLEX PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 65 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 42 EAST, THENCE S01°12'47"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31 FOR 59.53 FEET; THENCE S87°52'03"W FOR 236.77 FEET; THENCE S83°59'29"W FOR 33.43 FEET TO THE **POINT OF BEGINNING** OF THE FOLLOWING DESCRIBED 10 FOOT WIDE UTILITY EASEMENT. THENCE CONTINUE S83°59'29"W FOR 96.16 FEET; THENCE S88°52'35"W FOR 23.18 FEET (THE PROCEEDING FOUR DESCRIBED COURSES BEING ALONG THE SOUTH RIGHT-OF-WAY LINE OF COCONUT CREEK PARKWAY (STATE ROAD No. 814); THENCE S75°28'34"W FOR 46.64 FEET; THENCE S90°00'00"W FOR 7.08 FEET; THENCE S00°00'00"E FOR 10.00 FEET; THENCE N90°00'00"E FOR 8.35 FEET; THENCE N75°28'34"E FOR 46.74 FEET; THENCE N88°52'35"E FOR 22.43 FEET; THENCE N83°59'29"E FOR 95.38 FEET; THENCE S82°10'59"E FOR 11.69 FEET; THENCE S60°30'43"E FOR 13.89 FEET; THENCE S21°15'56"E FOR 10.70 FEET TO A POINT ON THE NORTH LINE OF A 12 FOOT UTILITY EASEMENT RECORDED IN PLAT BOOK 173, PAGE 65 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S86°24'25"E ALONG THE NORTH LINE OF SAID 12 FOOT UTILITY EASEMENT FOR 11.02 FEET; THENCE N21°15'56"W FOR 18.90 FEET; THENCE N60°30'43"W FOR 19.37 FEET; THENCE N82°10'59"W FOR 14.81 FEET TO THE **POINT OF BEGINNING**

EXHIBIT D-1
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to the First Amendment dated _____, 2023, by and between the City of Coconut Creek, a municipal corporation, as City, and T-MOBILE SOUTH LLC, a Delaware limited liability company, as Tenant.

DESCRIPTION OF TENANT'S LIST OF EQUIPMENT AND FREQUENCIES

TOWER-MOUNTED EQUIPMENT

- (3) Commscope VV-65B-R1 Antenna – 114 FT AGL
- (3) SMART BIAST ATSBT-TOP-MF-4G – 114 FT AGL
- (12) AVA5-50-7/8" Coax Cables

GROUND-MOUNTED EQUIPMENT

Cabinets/equipment to be located within Tenant's Leased Premises:

Ground mounted equipment in 11'5" x 22' lease area:

- (1) Enclosure 6160 AC cabinet and (1) Enclosure B160 battery cabinet

Mounted to Unistrut:

- (1) GPS antenna
- (3) Ericsson RRUS-4460 B25/B66
- (2) Ericsson RRUS-8863 B41 (shared between Alpha Sector & Beta Sector)
- (3) B66/B25+B41 Diplexer-MI-54844

- (1) Utility Frame

Generac 35kw diesel generator with 200 gal. subbase fuel tank

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

Transmit frequencies: 1965-1990; 2135-2155, 728-734

Receive frequencies: 1885-1910; 1735-1755, 698-704

