

**FOURTH AMENDMENT TO
SPACE LEASE AGREEMENT
BETWEEN
CITY OF COCONUT CREEK, FLORIDA
AND
T-MOBILE SOUTH LLC
DATED DECEMBER 9, 2004**

This Fourth Amendment to the Lease Agreement dated December 9, 2004 (this "Fourth Amendment") is made the ____ day of _____, 2025 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" or "Landlord," and **T-MOBILE SOUTH LLC**, a Delaware limited liability company, as successor in interest to Omnipoint Holdings, Inc. with its principal offices located at 12920 SE 38TH Street, Bellevue, WA 98006, hereinafter "TENANT".

WHEREAS, CITY and TENANT's predecessor-in-interest, Omnipoint Holdings, Inc., d/b/a T-Mobile (the "Original Tenant"), entered into the Space Lease Agreement on December 9, 2004 ("Original Agreement"), and thereafter amended same through the Amendment to Space Lease Agreement dated April 24, 2008, (the "First Amendment"), the Second Amendment to Space Lease Agreement dated February 26, 2015, (the "Second Amendment"), and the Third Amendment to Space Lease Agreement dated January 24, 2019, (the "Third Amendment") and (hereinafter collectively, the "Agreement"), whereby TENANT currently leases from CITY a portion of real property located within the City's Lakeside Park (the "Property" or "Leased Premises") and aerial space on the City's telecommunications tower (the "Tower" and/or "Space") at 5555 Regency Lakes Boulevard, Coconut Creek, FL 33063, commonly referred to as Lakeside Park, and more fully described in the Agreement; and

WHEREAS, Omnipoint Holdings, Inc. ("Original Tenant") was formed as a Delaware Corporation on January 14, 1998. Original Tenant was converted into Tenant pursuant to the filing with the Secretary of State of Delaware (the "Secretary of State") of a Certificate of Formation and a Certificate of Conversion, each effective as of January 1, 2006 (the "Conversion"), pursuant to which T-Mobile USA, Inc., which had been the sole stockholder of the Original Tenant, became the sole Member of the Tenant; and

WHEREAS, CITY and TENANT desire to amend the Agreement to modify the TENANT's equipment on the Tower, which will increase the TENANT's loading factor on the Tower; and

WHEREAS, in addition, TENANT desires to amend the Agreement and expand its ground space to accommodate its new ground cabinet configuration, which will increase the TENANT's Leased Premises on the ground; and

WHEREAS, CITY is willing to allow TENANT to modify its equipment within the existing leased space on the City's Tower and increase the square footage of its Leased Premises in consideration of adjustments to the rent payable under the Agreement consistent with the

City's sole discretion afforded under Section 11.01, "Modification of Space or Equipment," of the Original Agreement; and

WHEREAS, the parties intend that all terms and conditions as stated in the Agreement, and thereafter amended by the First, Second and Third Amendments, shall remain in full force and effect, subject only to and superseded by the amendments contained herein in the Fourth 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 Fourth Amendment to the Agreement as amended, under Florida Law and its Home Rule Powers for the protection of the Public Health, Safety and Welfare of its citizens.

NOW, THEREFORE, in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Fourth Amendment as follows:

1. The recitations above are incorporated herein. Language changes to the Agreement as provided in this Fourth 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 clearly recognize the property that is currently leased, as well as clarify the existence of a non-exclusive aerial easement used for TENANT'S connection to the Tower, Article I, "Space Leased," of the Original Agreement is hereby repealed in its entirety and replaced as follows:

Section 1.01. TENANT's Ground Space & Connection to Tower: CITY shall lease to TENANT an approximately one hundred twenty-seven point five square feet (127.5 sq. ft.) parcel of real property, situated in Lakeside Park located in Coconut Creek, Broward County, Florida (the "Leased Premises"), legally described in "Exhibit A-2" attached hereto, and visually depicted in "Exhibit B-1", together with a non-exclusive aerial easement, under and through the real property that physically connects the Leased Premises to the Tower, specifically a path approximately thirty-seven square feet (37 sq. ft.) for cable routing, 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 (more particularly described in "Exhibit A-2," and visually depicted in "Exhibit B-1") attached hereto and incorporated herein.

Section 1.02. TENANT's Tower Space: CITY further leases to TENANT certain aerial space on the Tower at one hundred and ten feet (110 ft.) above ground level ("AGL") as shown in "Exhibit D," attached hereto and incorporated herein and referred to as (the "Tower Space").

Section 1.03. TENANT Non-Exclusive Easement: The CITY shall grant to TENANT, as a provision dependent upon the effectiveness of this lease, a fifteen feet

(15 ft.) Non-Exclusive Utility Easement ("Utility Easement"), that exists as a platted utility easement within Plat Book 157, Page 23, of the Public Records of Broward County, Florida, more particularly described in "Exhibit A-2" (and visually depicted in "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 the public right-of-way, to wit: Regency Lakes Blvd., aka NW 63rd Road, Coconut Creek, FL. CITY expressly reserves the right to install minor landscaping, irrigation, other utilities, limited asphalt or concrete parking areas and/or fencing within the Non-Exclusive Utility Easement, subject to the terms hereof. TENANT expressly accepts its obligation to mark its underground infrastructure therein consistent with Florida's "Underground Facility Damage Prevention and Safety Act." CITY further expressly reserves the right to relocate its underground utilities occupying said space 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. Upon natural expiration or earlier termination of this Agreement, the Non-Exclusive Utility Easement provided hereunder will be automatically extinguished, and TENANT shall be responsible (at its sole expense) for removal of its facilities therein. Facilities left within the former Non-Exclusive Utility Easement by TENANT or not relocated after Notice to Relocate has been provided under this paragraph, will be considered abandoned if same are not removed or properly relocated within the time specified by CITY in writing. Any City-incurred costs for removal of TENANT's abandoned facilities will be charged to TENANT, and CITY reserves all rights to collect said sums.

Section 1.04. Overall Property: The Leased Premises, Tower Space, and Non-Exclusive Utility Easement are hereinafter collectively referred to as the "Property," unless the particular context dictates otherwise.

3. To clarify the TENANT's rent obligations to CITY in consideration of the TENANT's modified Tower and Space, the parties agree to amend Section 3.01, "Payment of Rent," of the Agreement, to read as follows:

Section 3.01. Payment of Rent: TENANT shall pay Landlord, as rent, for the Space the amounts set forth ~~on Exhibit B herein~~, together with any State, County or local taxes applicable, ~~at the office of the Landlord~~. Rent shall be paid in monthly installments in advance, without prior notice or invoice by Landlord, on or before the first day of each month and without offset or deduction. ~~Within forty-five (45) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay to LANDLORD as rent Thirty Thousand and 00/100 Dollars (\$30,000.00) per year payable monthly ("Rent"). Commencing on the first day of the month following full execution of this Fourth Amendment and on the first day of each month thereafter, TENANT shall pay Seventy-two Thousand Five Hundred Sixty Dollars and 64/100 Cents (\$72,560.64) per year payable monthly in the amount of Six Thousand Forty-Six Dollars and 72/100 Cents (\$6,046.72) ("Rent").~~ 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 Landlord's Site Manager) at the address specified in Section 14.01 herein. On each anniversary of the Commencement Date during the Term and any Renewal Terms, Rent shall be increased annually on

December 1 by an amount equal to four percent (4%) of the annual rent in effect for the previous twelve (12) months annually, which shall be cumulative.

4. Section 4.06, "Limitations on TENANT's Usage," of the Original Agreement is hereby amended to read as follows:

Section 4.06. Limitations on TENANT's Usage: TENANT shall use the Space exclusively for its radio frequency receiving and transmission activities on the frequencies described on A "D". TENANT shall not maintain or permit any nuisance or unsafe condition on the Site, the Tower or the Space.

5. To clarify CITY's obligations regarding non-exclusive utility easements upon its Land, Section 4.08, "Utilities," of the Original Agreement is hereby amended to read as follows:

Section 4.08. Utilities: 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 Leased Premises (such right of way is legally described in "Exhibit A-2" 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 TENANT may formally apply to the CITY for grant of an additional right-of-way(s) either to the TENANT or to the public utility. TENANT shall be responsible for furnishing and paying for all telephone services and for the cost of all electricity used by TENANT. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Site in order for the utility company to provide service to TENANT.

6. To clarify TENANT's generator, Section 4.09, "Generator, Site Maintenance," of the Agreement, is hereby amended to read as follows:

Section 4.09 Generator, Site Maintenance: TENANT shall have the right to install a new 25-kilowatt generator in TENANT's existing compound Leased Premises which shall not exceed vertically the existing perimeter fence in height and which location and placement shall be reflected of generator is visually depicted in "Exhibit A1-AD". TENANT shall maintain the Property in a safe and workmanlike condition, and meet all requirements imposed by ordinances of the CITY, including but not limited to maintenance of the interior compound area of the Property with regular landscaping to remove weeds and growth and debris/trash removal in and around the area which is occupied by Tenant." Notwithstanding the foregoing, TENANT is allowed to install and maintain a diesel-powered electrical generator within 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, and/or any such other requirements as are deemed necessary by the City for safety purposes. 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 Leased Premises. 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.

7. To clarify TENANT obligations regarding use of Hazardous Materials, a new Section 4.10 entitled, "Hazardous Materials," of the Agreement is hereby added to Article IV, "Use of Space by Tenant" of the Original Agreement to read as follows:

Section 4.10 Hazardous Materials. TENANT agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. TENANT may maintain well insulated batteries or safely transported fuel for use by a CITY-approved emergency electrical generator inside the Leased Premises, as authorized in writing by the CITY, in its sole discretion, and on a case-by-case basis. CITY will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Notwithstanding the above, the CITY has and may continue to allow well insulated batteries and safely transported fuel for use by a CITY-approved emergency electrical generator(s) inside the lease premises of other tenants and for CITY's own purposes. CITY and TENANT each agree to defend, indemnify and hold harmless the other and the other's partners, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of the Agreement. A non-breaching party has the right to terminate the Agreement if that party becomes aware of any violations of this paragraph, or any environmental or industrial hygiene condition or matter relating to the Property that, in a reasonably prudent person's view, renders the condition of the Property unsafe to occupy.

8. To clarify the limitation on the City's legal obligation to indemnify Tenant under the Agreement, Section 7.01., "Indemnification," of the Original Agreement is hereby amended to read as follows:

Section 7.01. Indemnification: TENANT assumes all risk of and responsibility for and agrees to indemnify and hold harmless the Landlord, the City Commission, its officers, directors, employees, servants and agents (the "Indemnified Parties") from and against any and all claims, demands, suits and proceedings made or commenced by any party against any of the Indemnified Parties, for loss of expenses including reasonable attorneys' fees, life, personal injury, loss or damage to property or other damage caused by: (i) the use of Tower or the Site by TENANT, its agents, servants, employees or invitees; or (ii) the performance by or carrying out by TENANT, its agents, servants, employees or invitees of any of the terms and conditions of this Lease; (iii) the failure of TENANT to perform any term, covenant or condition required to be performed by TENANT under this Lease; (iv) any damage or injury that may occur as a result of any unsafe condition, or of any negligent installation or maintenance of equipment of TENANT or any invitee if such condition or installation or maintenance is the responsibility of TENANT under this Lease; or (v) TENANT's failure to comply with any applicable statute, rule, regulation, order of other standard pertaining to the use or installation of equipment of TENANT or any invitee; and in all such events from and against any and all judgments, recoveries, settlements, costs, expenses and losses

that may be incurred by the Indemnified Parties as a result of any such claim, demand, suit or proceeding, including but not limited to reasonable attorney fees, court costs and expenses incurred in responding to or defending any such claim, demand, suit or proceeding. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the law of Section 768.28, Florida Statutes, as amended from time to time. This section shall survive the termination or expiration of this Agreement. ~~To the extent allowed by law and subject to the provisions of 768.28FS, Landlord agrees to indemnify and hold TENANT harmless from all claims (including reasonable attorneys' fees and costs), arising or alleged to arise from any act or omission of Landlord, its agents, employees, licensees, or independent contractors which occurs during the term of this Lease or alleged to arise from a breach of this Lease by Landlord. The indemnities provided under this Section 7.02 will not extend or apply to claims, damages, causes of action, liabilities, costs or expenses caused by or resulting from the negligence or willful misconduct of the indemnified party, its employees, agents or contractors.~~

9. To ensure that Section 7.03, "TENANT's Liability Insurance," of the Original Agreement is updated with current language to carry out the wishes of the parties as it relates to liability insurance, the parties agree to repeal Section 7.03, "TENANT's Liability Insurance," of the Original Agreement, in its entirety, and update it to read as follows:

Section 7.03. TENANT's Liability Insurance:

(1) TENANT shall carry and maintain commercial general liability insurance, as per form ISO CG 00 01 or equivalent, covering bodily injury and property damage with a limit of at least One Million and XX/100 Dollars (\$1,000,000.00) per occurrence and in the aggregate. Such insurance shall insure, on an occurrence basis, against liability of (TENANT) and its employees and claims arising from TENANT's independent contractors arising out of or in connection with its use of the Property and/or the Tower, all as provided for herein. A material aspect of this obligation to maintain insurance for the duration of Agreement is to protect the CITY 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 include coverage that insures against any and all claims for damages to persons or damages to property arising from radio frequency emissions resulting from TENANT's operations or specific injuries based on TENANT's uses of the Property.

(2) TENANT must provide a Certificate of Insurance evidencing the required insurance issued from a Florida authorized insurance carrier, including CITY as an additional insured by endorsement as their interests may appear under TENANT's commercial general liability insurance policy. Upon receipt of notice of cancellation from its insurer TENANT shall provide City with thirty (30) day written notice of cancellation or non-renewal of any required coverage that is not replaced.

(3) TENANT shall require that any contractor or subcontractors who perform work on behalf of TENANT shall maintain at least substantially the same insurance coverages with substantially the same limits as that required of TENANT is required to maintain under this Agreement.

(4) Violation of the terms of Section 7.03 and its sub-parts shall constitute a breach of the Agreement, and CITY, at its sole discretion, may terminate the

Agreement automatically with written notice to TENANT, consistent with the Notice provisions provided herein.

10. Section 11.01 of the Original Agreement is hereby amended to read as follows:

Section 11.01. Modification of Space or Equipment: TENANT shall not demolish, remove, add, substitute, relocate or modify any installations, equipment or other improvements located on the Space without the prior written consent of Landlord, which will not be unreasonably withheld, conditioned or delayed. Upon request by TENANT, Landlord may, in its sole and absolute discretion, during the Term or any Renewal Term hereof, (i) provide space on the Tower to TENANT for placement of additional cabinets or related equipment; (ii) permit TENANT to substitute cabinets or related equipment in lieu of the equipment listed in "Exhibit AD" hereto; or (iii) permit TENANT to relocate the cabinets or related equipment specified in "Exhibit AD" hereto or to locate any substitute equipment permitted by Landlord, all at such rent and upon such other terms and conditions established by Landlord in its sole and absolute discretion. In the event that the parties agree to any such modification, Landlord and TENANT shall execute a written amendment to this Lease in conformity with this Section.

11. To provide reciprocal termination rights, Section 12.08 is added to the Original Agreement, to read as follows:

Section 12.08. Termination by CITY: This Lease may be terminated by CITY, without any penalty or further liability, upon one (1) year's prior written notice, if CITY determines in its sole discretion that CITY's use of the Space is no longer consistent with the optimal operation of CITY's communications network based upon either technical or economic considerations in CITY's sole discretion.

12. Section 14, "Notices," of the Agreement is hereby amended to read as follows:

Section 14.01. Notices: Whenever any notice is required or permitted, such notice shall be in writing and shall be deemed duly given if delivered to the address of the party to be notified or if deposited in the United States mail, postage prepaid, certified or registered 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 addressed to the party to be notified as follows: shown below. CITY and TENANT may from time to time designate any other address for this purpose by providing written notice to the other party.

As to CITY:

City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
Attn: City Manager

With copy to
City's Tower Manager:
CityScape Consultants, Inc.

2423 S Orange Ave #317
Orlando, FL 32806
Attention: Contract Administrator

As to TENANT:

T-Mobile South LLC
c/o T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ Site ID: 6FB1173B

13. To address changes in the Agreement as accomplished by this Fourth Amendment, Section 14.06 "Non-Recording," of the Original Agreement, the parties agree to amend Section 14.06 to read as follows:

Section 14.06. ~~Non-Recording~~Recordation: CITY and TENANT agree that a Memorandum of Agreement in the form annexed hereto as "Exhibit C" shall be recorded in the Public Records of Broward County, Florida not more than ninety (90) days from the date of execution of this Agreement by TENANT and cost for recordation shall be paid by the TENANT. This Lease shall not be recorded.

14. To ensure that Section 14.08, "Settlement of Disputes," of the Original Agreement is updated with current language to carry out the wishes of the parties as it relates to venue, the parties agree to repeal Section 14.08, "Settlement of Disputes," of the Original Agreement, in its entirety and update it to read as follows:

Section 14.08. Settlement of Disputes: 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 any matters requiring federal review exclusively in the United States District Court for the Southern District of Florida.

15. To update the legal descriptions, diagrams depicting the equipment/space, equipment and frequency listings, and other legal interests established by this Agreement, the parties hereto agree that "Exhibit A" and "Exhibit B" of the Original Agreement; together with "Exhibit A" of the First Amendment; together with Exhibit "A-1" of the Second Amendment; together with Exhibit "A-1A" of the Third Amendment, are hereby deleted and superseded in their entirety with the below new exhibits and descriptions, attached hereto and made a part of this Fourth Amendment. Any references to the repealed exhibits or conditions in remaining portions of the Original Agreement, First Amendment, Second Amendment and Third Amendment shall be controlled by the relevant exhibit as detailed hereby:

1. **Exhibit A-2:** Exhibit A-2 is intended by the parties to contain the legal description of the interests in land, including CITY's Parent Parcel (Lakeside Park), Leased Premises (TENANT's Ground Space), Non-Exclusive Aerial Easement for the Ice-Bridge Connection Path, Non-Exclusive Access Easement, and Non-Exclusive Utility Easement.
2. **Exhibit B-1:** Exhibit B-1 is intended by the parties to contain the visual depictions of the legally described interests in land discussed in the Agreement, including measurements of Leased Premises relative to the Ice Bridge and

- Tower; and pathways showing ingress and egress, along with the utility easement connected to the Tower to the nearest public right-of-way.
3. **Exhibit C:** Exhibit C is intended by the parties to contain the Memorandum of Agreement (Exhibit only) for purposes of separate recordation by TENANT.
 4. **Exhibit D:** Exhibit D is intended by the parties to contain the TENANT's updated equipment listing, frequencies, and diagrams of antenna; as well as the visual depictions of the ground layouts, as authorized by the Agreement.
16. A material aspect of this Fourth 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 resulting from TENANT's operations.
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 Fourth Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Fourth 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 Fourth Amendment, or that such consent has been given.
19. The Agreement, the First Amendment, Second Amendment, Third Amendment, and this Fourth 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 Original Agreement, the First Amendment, Second Amendment, Third Amendment and/or this Fourth Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Original Agreement, the First Amendment, Second Amendment, Third Amendment and/or this Fourth Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Original Agreement, the First Amendment, Second Amendment, Third Amendment and/or this Fourth Amendment.
20. All remaining provisions of the Original Agreement, First Amendment, Second Amendment, and Third Amendment thereto not inconsistent with this Fourth Amendment shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto. In the event of a conflict between the terms and conditions of this Fourth Amendment and the terms and conditions of the Original Agreement, the First Amendment, Second Amendment and Third Amendment, the terms and conditions of this Fourth Amendment shall govern.

Owner Site I.D.: Coconut Creek Regency Lakeside
Site Management I.D.: CFLCOC-103
Tenant Site I.D.: 6FB1173B-Lakeside Park

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

CITY

CITY OF COCONUT CREEK, a municipal corporation

ATTEST:

Joseph J. Kavanagh, City Clerk

By: _____
Jacqueline Railey, Mayor

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney

TENANT

T-MOBILE SOUTH LLC,
a Delaware limited liability company

WITNESS
Print Willie Du Toit

WITNESS
Print Chris Christensen

By: _____
Print Name: CJ Johnson
Title: EvG MARKET DIRECTOR



[Exhibits to follow]

Owner Site I.D.: Coconut Creek Regency Lakeside
Site Management I.D.: CFLCOC-103
Tenant Site I.D.: 6FB1173B-Lakeside Park

EXHIBIT "A-2"
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to the Fourth Amendment to Space Lease Agreement dated _____, 2025 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.

**LEGAL DESCRIPTION OF LAND, TENANT LEASED PREMISES, AND
NON-EXCLUSIVE EASEMENT**

LEGAL DESCRIPTION OF LAND:

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 428.56 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", ON 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", ON
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: 484206160012.

EXHIBIT "A-2"
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LEGAL DESCRIPTION OF TENANT SPACE ("LEASED PREMISES")

Parcel (15'x5')

A PORTION OF 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.0017 ACRES OR 75 SQUARE FEET, MORE OR LESS.

H-Frame (15'x3.5')

A PORTION OF 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.0012 ACRES OR 52 SQUARE FEET, MORE OR LESS.

EXHIBIT "A-2"
Page 3 of 3

DESCRIPTION OF 25' ACCESS EASEMENT

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 S 51°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 N 00°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 N 35°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 N 00°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 N 00°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 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.

TENANT AERIAL OCCUPANCY ("TOWER SPACE"): 110' +/- FT. AGL

Owner Site I.D.: Coconut Creek Regency Lakeside
Site Management I.D.: CFLCOC-103
Tenant Site I.D.: 6FB1173B-Lakeside Park

EXHIBIT "B-1"
Page 2 of 2

DEPICTION OF TENANT ACCESS AND UTILITY EASEMENTS

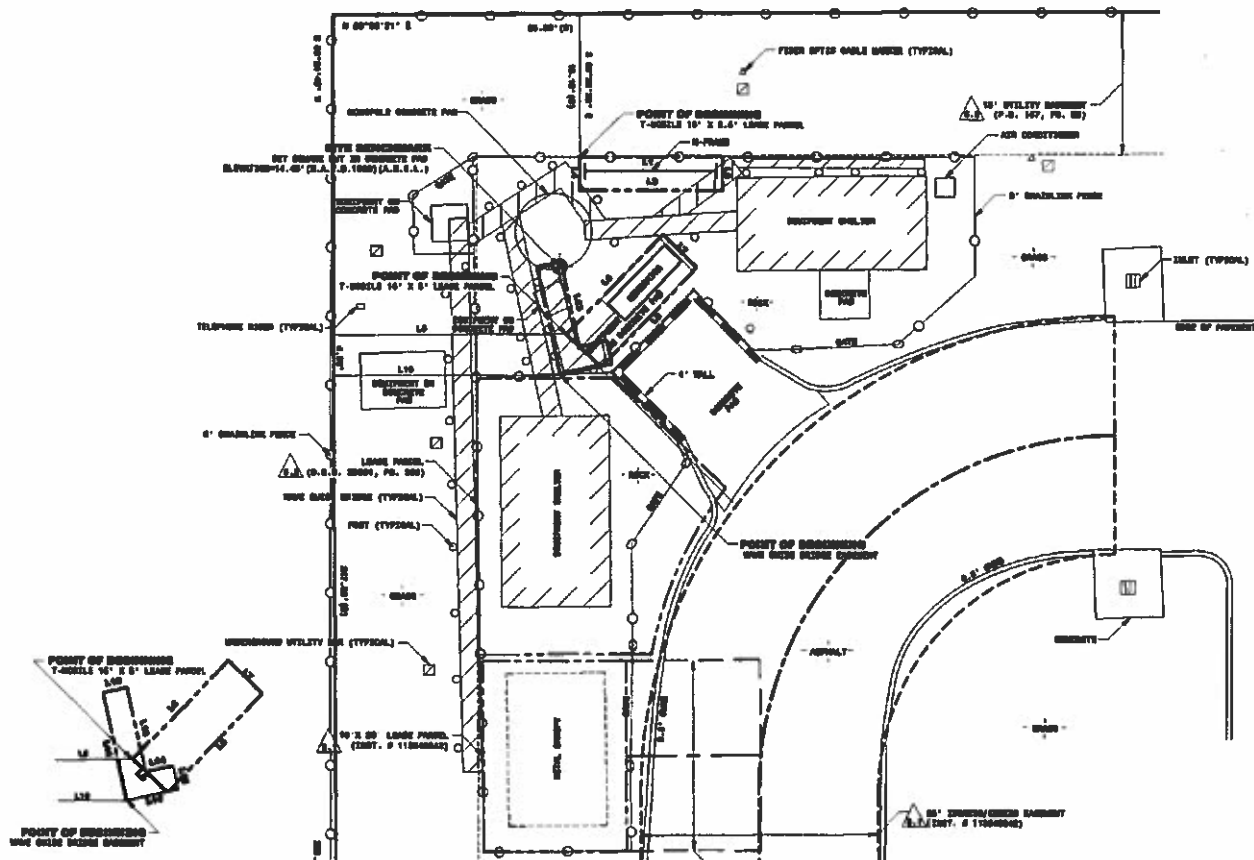


EXHIBIT "C"
Page 1 of 6

to the Fourth Amendment to Space Lease Agreement dated _____, 2025 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 _____, 2025, 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 "CITY" or "Landlord") and T-Mobile South LLC, a Delaware limited liability company, as successor in interest to Omnipoint Holdings, Inc., d/b/a T-Mobile, with an office located at 12920 SE 38TH Street, Bellevue, WA 98006 (hereinafter referred to as "Tenant").

1. CITY and Tenant's predecessor-in-interest, Omnipoint Holdings, Inc. d/b/a T-Mobile (the "Original Tenant"), entered into a Space Lease Agreement dated as of December 9, 2004, together with an Amendment to Space Lease Agreement dated April 24, 2008, a Second Amendment to Space Lease Agreement dated February 26, 2015, and a Third Amendment to Space Lease Agreement dated January 24, 2019 (collectively, the "Agreement") for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements upon the land. All of the foregoing is set forth in the Agreement.
2. CITY and Tenant have amended the Agreement by a Fourth Amendment dated _____, 2025, 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 December 1, 2004 (the "Commencement Date") and terminating on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, with four (4) successive five (5) year options to renew.
4. The Property that is the subject of the Agreement is described in Exhibit "1" attached hereto. The portion of the Property being leased to Tenant (the "Leased Premises") and all necessary access easements (the "Access Easement") are also described in Exhibit "1" attached hereto and incorporated herein by reference.

[Signatures to follow]

Owner Site I.D.: Coconut Creek Regency Lakeside
Site Management I.D.: CFLCOC-103
Tenant Site I.D.: 6FB1173B-Lakeside Park

EXHIBIT "C"
Page 2 of 6

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

OWNER/LANDLORD:

TENANT:

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

T-Mobile South LLC, a Delaware limited liability
company

By: [Exhibit Only]

By: [Exhibit Only]

Name: Jacqueline Railey

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

[Exhibit Only]
City Clerk

Approved as to Legal Form and Sufficiency:

[Exhibit Only]
City Attorney

[Notary signatures to follow]

Owner Site I.D.: Coconut Creek Regency Lakeside
Site Management I.D.: CFLCOC-103
Tenant Site I.D.: 6FB1173B-Lakeside Park

EXHIBIT "C"
Page 3 of 6

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 T-Mobile South LLC, a Delaware 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 _____ day of _____, 2025.

[Exhibit Only]

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

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 Jacqueline Railey 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 _____, 2025.

[Exhibit Only]

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

Owner Site I.D.: Coconut Creek Regency Lakeside
Site Management I.D.: CFLCOC-103
Tenant Site I.D.: 6FB1173B-Lakeside Park

EXHIBIT "C"
Page 4 of 6
MEMORANDUM OF AGREEMENT
EXHIBIT "1"– Page 1 of 3
LEGAL DESCRIPTION OF THE PROPERTY AND LEASED PREMISES

to the Memorandum of Agreement dated _____, 2025, 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.

LEGAL DESCRIPTION OF LAND, TENANT LEASED PREMISES, AND
NON-EXCLUSIVE EASEMENT

LEGAL DESCRIPTION OF LAND:

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:

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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: 484206160012.

EXHIBIT "C"
Page 5 of 6
MEMORANDUM OF AGREEMENT
EXHIBIT "1" – Page 2 of 3

LEGAL DESCRIPTION OF TENANT SPACE ("LEASED PREMISES")

Parcel (15'x5')

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EXHIBIT "C"
Page 6 of 6
MEMORANDUM OF AGREEMENT
EXHIBIT "1" – Page 3 of 3

DESCRIPTION OF 25' ACCESS EASEMENT

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:

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

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

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Owner Site I.D.: Coconut Creek Regency Lakeside
Site Management I.D.: CFLCOC-103
Tenant Site I.D.: 6FB1173B-Lakeside Park

EXHIBIT "D"
Page 1 of 2

to the Fourth Amendment to Space Lease Agreement dated _____, 2025 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.

**EQUIPMENT LISTING, FREQUENCIES, AND
DIAGRAMS OF ANTENNA AND GROUND LAYOUT**

Tower mounted equipment - on Site Pro 1 RMQP-4096-HK 12.5' Platform

Antennas/TMAs: (3) EricssonAir 6449
(3) Commscope FFVV-65-C-R3-V1
RRU (3) Ericsson RRU 4480
(3) Ericsson RRU 4460
(2) HCS 2.0 Breakout (Pendant)
Cable (2) HCS 2.0 Trunk - Hybrid Cables (inside pole)

Generator on ground – 25-Kilowatt Diesel Generator with 211-gallon fuel tank enclosed

Frequencies assigned to Tenant by FCC for use on Property

Transmit (TX): 1965-1990, 2135-2155, 728-734

Receive (RX): 1885-1910, 1735-1755, 698-704

Antenna Orientation Plan

