

**FIRST AMENDMENT TO
LEASE AGREEMENT
BETWEEN
THE CITY OF COCONUT CREEK, FLORIDA
AND
METROPICS FLORIDA, LLC
DATED AUGUST 10, 2006**

This First Amendment to the Lease Agreement dated August 10, 2006 (this "Amendment") is made this 12th day of February, 2015, 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 **METROPICS FLORIDA, LLC**, with its principal offices located at 12920 SE 38th Street, Bellevue, WA 98006, hereinafter "Tenant".

WHEREAS, City and Tenant entered in to a Lease Agreement on August 10, 2006 (the "Agreement"), whereby Tenant leased from City a portion of real property (the "Land") and space on the City's telecommunications tower (the "Tower") at 5005 NW 39th Avenue, Coconut Creek, FL as more fully described in the Agreement; and

WHEREAS, City and Tenant desire to amend the Agreement in order to modify and increase the amount of 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 add its additional equipment and increase the loading of the subject Tower in consideration of adjustments to the rent payable under the Agreement.

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 Amendment as follows:

1. Section 6.01 of the Agreement is hereby repealed in its entirety and replaced with the following:

Section 6.01. Payment of Rent: Tenant shall pay City, as rent, for the Tower space and Property, the amounts set forth in Section 6, together with any State, County, or local taxes applicable, at the office of the City. 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. Beginning the earlier of January 31, 2015, or start of construction, Tenant shall pay to City as rent Fifty-Two Thousand, Five Hundred and Forty-Nine Dollars and Eighty Cents (\$52,549.80) per year payable in equal monthly installments of Four Thousand Three Hundred Seventy-Nine Dollars and Fifteen Cents (\$4,379.15) ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to CityScape Consultants, Inc. (City's

Site Manager) at the address specified herein. The Rent thereafter shall be increased annually each subsequent year of the initial Term and each subsequent year during any Renewal Term, at an amount equal to four percent (4%) of the annual rent for the previous 12 months, which shall be cumulative.

2. Exhibit D to the Agreement which sets forth the description of the property leased and the transmit and receive frequencies to be utilized by Tenant on the Tower is hereby deleted in its entirety and replaced with Exhibit D-1, attached hereto, and made a part hereof. In the event of any discrepancy between Exhibit D and D-1, Exhibit D-1 shall control.
3. Tenant acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications. Tenant further acknowledges and agrees that this Amendment shall not become effective until City approval of the modifications and confirmation that the improvements do not adversely affect the structural stability and wind-loading capability of the Tower.
4. City and Tenant each hereby warrant to the other that the person executing this Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this 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 Agreement.
5. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
6. The Agreement and this 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 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 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 Amendment.

[SIGNATURES ON NEXT PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Leslie Wallace May
Leslie Wallace May, City Clerk

Rebecca A. Tooley
Rebecca A. Tooley, Acting Mayor

APPROVED AS TO FORM:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of February, 2015. By Rebecca A. Tooley, Acting Mayor of the CITY OF COCONUT CREEK, a municipal corporation. She is personally known to me or has provided _____ as identification and she did/did not take an oath.



Janice Ninesling
Notary Public, State of Florida

Janice Ninesling
Printed, typed or stamped Name of Notary
My commission number and expiration date:

OWNER Site I.D.: Coconut Creek Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : MIA-423, SW-423

TENANT

**METROPCS FLORIDA, LLC,
a Delaware limited liability company**

Dama Hall
Witness

Print Dama Hall

By: J Ledet

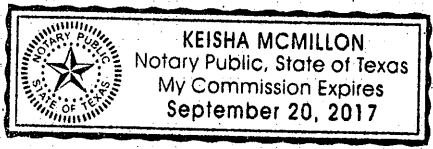
Name: Jared T. Ledet
Title: Director, Engineering – Reg. Dev.

[Signature]
Witness
Print: Kimberly [Signature]

STATE OF TEXAS

COUNTY COLLIN

The foregoing instrument was acknowledged before me this 12th day of December, 2014, by Jared T. Ledet, as Director, Engineering – Regional Development, for METROPCS FLORIDA, LLC, a Delaware limited liability company. He/she is personally known to me or has provided _____ as identification and he/she did/did not take an oath.



Keisha McMillon
Notary Public, State of Texas

Keisha McMillon
Printed, typed or stamped Name of Notary
My commission number and expiration date:

EXHIBIT D-1

to the First Amendment dated _____, 2015, by and between the City of Coconut Creek, a municipal corporation, as City, and METROPCS FLORIDA, LLC, a Delaware limited liability company, as Tenant.

DESCRIPTION OF PROPERTY AND LIST OF EQUIPMENT

Antennas: Six (6) Cellmax CMA-BDHH/6520/E0-8 and three (3) Andrew SBNHH-1D65B

Remote Radio Units: (3) FRIG w/o solar shield
(2) FXFC w/ solar shield
(1) FRIE w/ solar shield
(3) FRLB w/ solar shield

Junction Boxes: (1) RAYCAP ASU9338TYP01 COVP (tower)
(1) RAYCAP ASU9338TYP01 COVP (ground)

Cable: Six (6) 7/8" coax and one (1) HCS Hybrid 1.584"

Frequencies: RX: 1885-1910, 1735-1755, 698-704
TX: 1965-1990, 2135-2155, 728-734

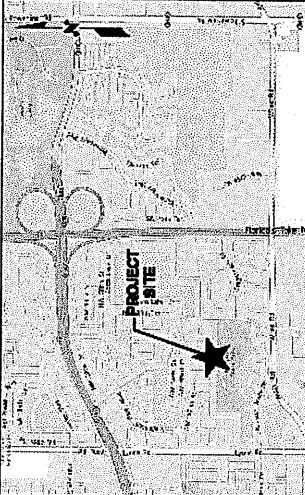
Additional drawings and descriptions attached hereto are part of Exhibit D-1



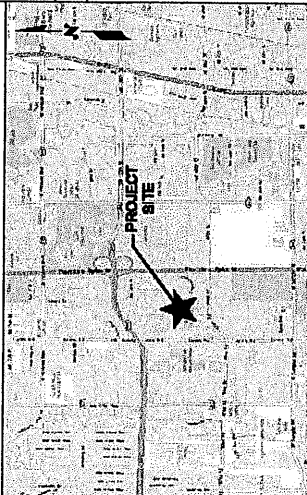
SFL423_4_423
SABAL PINES PARK
 8008 NW 39th AVENUE
 COCONUT CREEK, FL 33073
6FB1427M

SITE MODIFICATION & L700 Mhz PROJECT

LOCAL MAP



VICINITY MAP



DRIVING DIRECTIONS

FROM METROPCS'S OFFICE: HEAD NORTH ON SAWGRASS CORPORATE PARK TOWARD NW 12TH ST 1.1 MI 2. TURN LEFT ONTO W SUNRISE BLVD 184 FT 3. MERGE ONTO FL-888 N VIA THE RAMP TO W PALM BEACH TOLL ROAD 16.2 MI 4. TAKE RIGHT ONTO W PALM BEACH TOLL ROAD 0.3 MI 5. TURN RIGHT ONTO LYONS RD 0.3 MI 6. TURN LEFT ONTO WINSTON PARK CIRCLE 0.3 MI 7. TAKE THE 1ST EXIT ONTO NW 39TH AVE. DESTINATION WILL BE ON THE RIGHT.

SCOPE OF WORK

INSTALLATION OF NEW UNMANNED METROPCS AIRBORNE EQUIPMENT WITHIN EXISTING FENCED COUPOUND AND REPLACEMENT ANTENNAS ON EXISTING TOWER.

PROPERTY SUMMARY

PARCEL #: 4442-06-07-0050
 LATITUDE: 26° 17' 35.77" N
 LONGITUDE: 80° 10' 37.36" W
 ZONING JURISDICTION: CITY OF COCONUT CREEK
 ZONING CLASSIFICATION: GOVERNMENT

LEGAL DESCRIPTION

BANYAN TRAILS 154-3 B PAR PAR C DESC IN OR 29118/1104, PAR D & E TOG WITH COCO LAKES 155-25 B PAR B & WILSON PARK SEC TWO 158-1 B TR B & 100 FT CANAL LESS S 11.60 AC W/ 24.25 ANVIL 17.48, N 1/4 SEC 14, 15 & 16, Q POB, 36.20 AC TO POB TOG WITH 15 FT VAC R/W LYING S & ADJ TO TR B & 100 FT CANAL & 25 FT VAC R/W LYING E & ADJ TO 100 FT CANAL

CONTACTS

APPLICANT: METROPCS INC. 1500 CONCORD TERRACE SUNRISE, FL 33323
 PROPERTY OWNER CONTACT: CITY OF COCONUT CREEK
 LANDLORD: 4800 W COPPERS ROAD COCONUT CREEK, FL 33083
 ADDRESS: CITY, STATE, ZIP: COCONUT CREEK, FL 33083

INDEX OF DRAWINGS

REV. NO.	DESCRIPTION
1	COVER SHEET
2	NOTES
3	EQUIPMENT PLAN
4	COMPOUND PLAN
5	EXISTING ANTENNA LAYOUT
6	PROPOSED ANTENNA LAYOUT
7	ELEVATION
8	DETAILS
9	DETAILS

APPLICABLE CODES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT CONDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

- 2010 FLORIDA BUILDING CODE
 WIND DESIGN CRITERIA:
 A. ASCE 7-10
 BASIC WIND SPEED = 170 MPH (ULTIMATE 3s GUST)
 RISK CATEGORY = II
 EXPOSURE = C
 B. ANSI/TIA - 222-G
 (ALLOWED PER EXEMPTION #5 OF 1808.1, FBCC2010)
 BASIC WIND SPEED = 132 MPH (NOMINAL 3s GUST)
 OCCUPANCY CATEGORY = II
 EXPOSURE = C
 IMPORTANCE FACTOR = 1.0
- ANSI/EIA/TIA-222-G
- FLORIDA FIRE PREVENTION CODE- 2010
- NATIONAL ELECTRICAL CODE (NFPA 70-2008)
- CITY AND/OR COUNTY ORDINANCES

APPROVALS

PROPERTY OWNER	RF ENGINEER	CONSTRUCTION	SITE ACQUISITION	ZONING	NETWORK	OPERATIONS	CONTRACTOR

APPROVALS

DESIGN BASED ON RFDS VERSION V2.0
 CONTRACTOR SHALL REQUEST
 T-MOBILE FOR CURRENT RFDS PRIOR
 TO CONSTRUCTION

Oct 20 2011
 Robert J. Lagan
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 AR92824

metroPCS

1800 CONCORD TERRACE
 SUITE 200
 FT. LAUDERDALE, FL 33305

MR

1800 CONCORD TERRACE SUITE 200
 FT. LAUDERDALE, FL 33305
 TEL: 954.480.1700 FAX: 954.480.1700
 FL. ARCHITECTURE BOARD LICENSE # 1274000
 FL. ENGINEERING BOARD LICENSE # 1274000

Project:
SFL423-4-423
SABAL PINES PARK
6FB1427M
 5005 NW 39TH AVENUE
 COCONUT CREEK, FL 33073

Drawing Title:
COVER SHEET

Project No.: 7140041
 Designer: 02/2/14
 Date: 02/2/14
 Sheet No.: 0
 Total Sheets: 1
 Drawing No.: T-1

STATE OF FLORIDA
 REGISTERED ARCHITECT
 ROBERT J. LABA
 AR 67284
 Oct 20 2014
 Robert J. Laba
 Registered Architect
 State of Florida
 AR92824



1800 CORCORAN TERRACE
 SUITE 100
 FT. LAUDERDALE, FL 33309

metroPCS

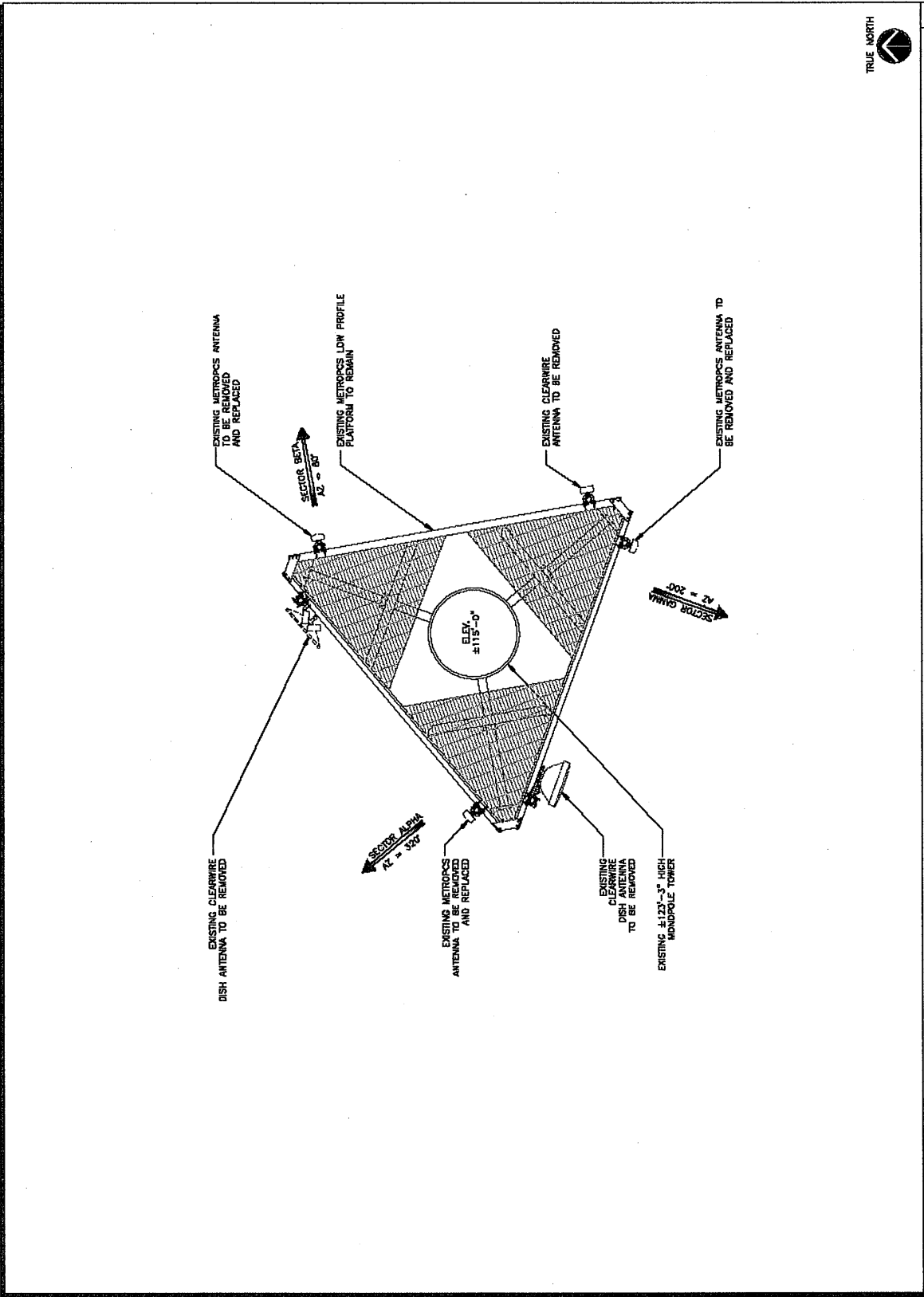
1800 CORCORAN TERRACE
 SUITE 100
 FT. LAUDERDALE, FL 33309

MP
 MICROWAVE PROJECTS
 10000 W. UNIVERSITY BLVD., SUITE 200
 FT. LAUDERDALE, FL 33327
 TEL: 954-877-4800
 FAX: 954-877-4800
 FL ARCHITECT LICENSE #14000
 LICENSE EXPIRES 12/31/2014

SABAL PINES BANK
NEW BRANCH
 5005 NW 30TH AVENUE
 COCONUT CREEK, FL 33073

EXISTING ANTENNA LAYOUT

Project No:	7140051
Client:	08/20/14
Drawn By:	Checked By:
PL Review:	Client Approval:
Issue No:	0
Drawing No.:	A-3



EXISTING ANTENNA LAYOUT (SECTORS A, B & C)



ANTENNAS SPECIFICATIONS

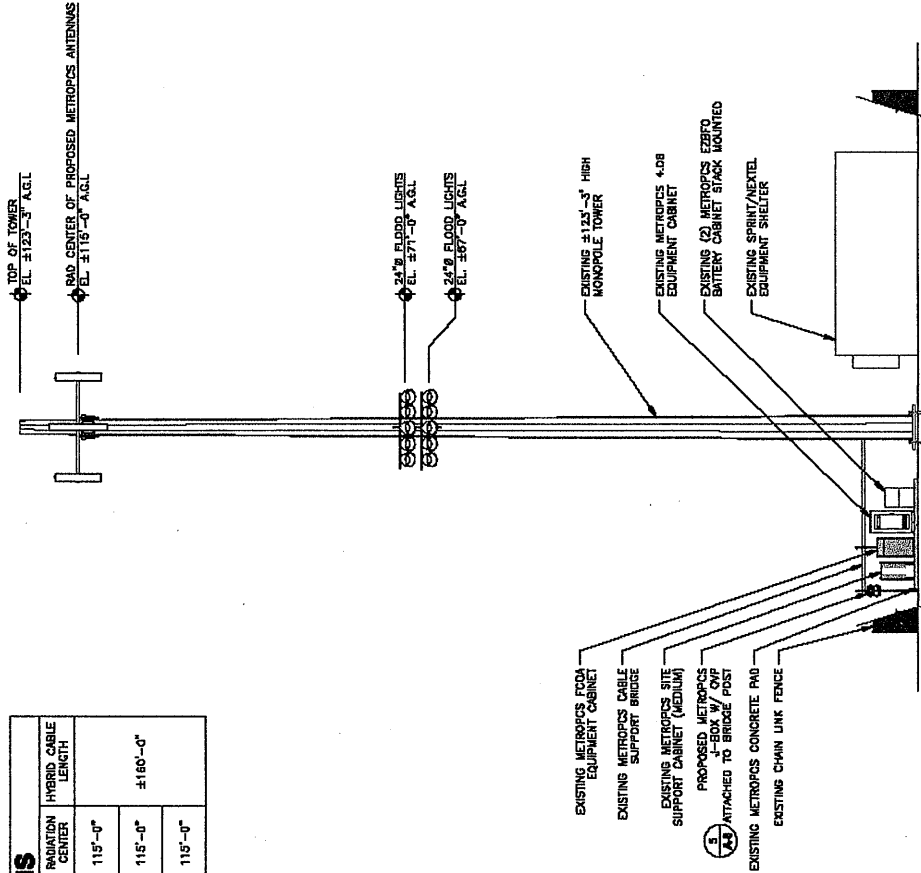
ANTENNA SECTOR	AMOUNT IN DEGREES	MAKE	MODEL	QTY.	SEPARATION CENTER	HYBRID CABLE LENGTH
ALPHA	70	CELLMAX	CMA-BDHH/6520/ED-B	2	115'-0"	
		ANDREW	SRNH-1D658	1		
BETA	210	CELLMAX	CMA-BDHH/6520/ED-B	2	115'-0"	±160'-0"
		ANDREW	SRNH-1D658	1		
GAMMA	350	CELLMAX	CMA-BDHH/6520/ED-B	2	115'-0"	
		ANDREW	SRNH-1D658	1		

FINAL EQUIPMENT INVENTORY	
ANTENNAS	
(N) (8) CELLMAX - CMA-BDHH/6520/ED-B	
(N) (3) ANDREW SRNH-1D658	
REMOTE RADIO	
(N) (3) NOKIA FRIC W/O SOLAR SHIELD	
(N) (2) NOKIA FRIC W/ SOLAR SHIELD	
(N) (1) NOKIA FRIC W/ SOLAR SHIELD	
(N) (5) NOKIA FRIB W/ SOLAR SHIELD	
CABLES	
(N) (1) 1.584" HIGH CAPACITY HCS	
(E) (6) 7/8" COAX	
JUNCTION BOXES	
(N) (1) RAYCAP ASUB338TYP1 COMP (AT TOWER)	
(N) (1) RAYCAP ASUR338TYP1 COMP (AT GROUND)	

NOTE: E = EXISTING
N = NEW

NOTE: INFORMATION CONTAINED HEREIN IS TAKEN FROM THE DOCUMENTS PROVIDED BY CLIENT. NEITHER WARRANTY NOR GUARANTEE IS GIVEN BY THE ARCHITECT NOR MORRISON HERSHFIELD CORPORATION TO THE ACCURACY OR THE COMPLETENESS OF THE COPIED ELEVATION INFORMATION.

NOTE: NO WORK SHALL COMMENCE WITHOUT THE APPROVED TOWER/ANTENNA MOUNT STRUCTURAL REPORT. THE CONTRACTOR SHALL VERIFY THE TOWER/ANTENNA MOUNTS AS INDICATED IN THE ABOVE MENTIONED STRUCTURAL REPORT OR ASSOCIATED MODIFICATION DESIGN DRAWINGS.



TOP OF TOWER
EL. ±123'-3" A.G.L.

RAD CENTER OF PROPOSED METROPCS ANTENNAS
EL. ±115'-0" A.G.L.

24" FLOOD LIGHTS
EL. ±77'-0" A.G.L.

24" FLOOD LIGHTS
EL. ±57'-0" A.G.L.

EXISTING METROPCS MON
EQUIPMENT CABINET

EXISTING METROPCS CABLE
SUPPORT BRIDGE

EXISTING METROPCS SITE
SUPPORT CABINET (MEDIUM)

PROPOSED METROPCS
4-BOX W/ OVP
ATTACHED TO BRIDGE POST

EXISTING METROPCS CONCRETE PAD

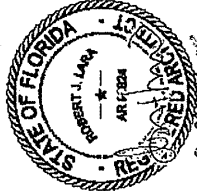
EXISTING CHAIN LINK FENCE

EXISTING METROPCS 4.08
EQUIPMENT CABINET

EXISTING (2) METROPCS EZ650
BATTERY CABINET STACK MOUNTED

EXISTING SPRINT/NETEL
EQUIPMENT SHELTER

EXISTING ±123'-3" HIGH
MONOPOLE TOWER



STATE OF FLORIDA
ROBERT J. LARA
AR 17824

Oct 20, 2014
ROBERT JERRY LARA
REGISTERED ARCHITECT
STATE OF FLORIDA
#192264

metropcs

1650 CHESAPEAKE
SUITE 200
FT. LAUDERDALE, FL 33305

Comment:
MH
MORRISON HERSHFIELD CORPORATION
11100 WINDY HILL DRIVE, SUITE 200
FORT LAUDERDALE, FL 33305
TEL: 954-877-0800 FAX: 954-877-4800
FL REG. NO. 1000000000000000
WWW.MORRISONHERSFIELD.COM

Project:
SABAL PINES PARK
61871427M
5045 NW 38TH AVENUE
COCONUT CREEK, FL 33073

Project No.:
7140251

Drawn By:
BL

Checked By:
BL

PIG Review:
Client Approval

Issue No.:
0

Drawing Title:
ELEVATION

No.	Date	Action
1		
2		
3		
4		
5		

0 10/26/14 ISSUED FOR PERMIT
A 10/26/14 FOR CD SUBMITTAL