

**FOURTH AMENDMENT TO LEASE AGREEMENT
BETWEEN
THE CITY OF COCONUT CREEK, FLORIDA AND
T-MOBILE SOUTH LLC
DATED MAY 8, 2008**

This is a Fourth Amendment (the "Fourth Amendment") dated the 24th day of January, 2017 to the Lease Agreement dated May 8, 2008 ("Agreement"), and the First Amendment dated August 8, 2008 ("First Amendment"), the Second Amendment dated July 14, 2016 ("Second Amendment"), and the Third Amendment dated January 11, 2017 (Third Amendment), by and between **CITY OF COCONUT CREEK**, a municipal corporation, with its principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063, as Landlord, hereinafter "City", and **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 Agreement on May 8, 2008, and created the First Amendment dated August 8, 2008, and the Second Amendment dated July 14, 2016, and the Third Amendment dated January 11, 2017 (hereinafter, collectively the "Agreement"), whereby Tenant leased from City a portion of real property (the "Property") and space on the City's telecommunications tower (the "Tower") located at 5201 NW 49th Avenue, Coconut Creek, FL 33063, as more fully described in the Agreement; and

WHEREAS, City and Tenant desire to amend the Agreement in order to add emergency generator power to Tenant's existing ground space, which will not substantially increase or affect the Tenant's loading factor on the Tower; and

WHEREAS, City is willing to permit Tenant to add its additional equipment within the existing leased ground space owing to the fact that it will not increase the size and/or amount of ground space being used by Tenant; 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 the minor 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. Section 2.03 of the Agreement is hereby amended to read as follows:
Tenant shall place around the perimeter of the property have the right to install a new 48 kilowatt generator in tenant's existing compound and shall replace the existing perimeter fence with an eight (8) foot security fence (including private slats) which meets the requirements of the Code of the CITY, as referenced and attached hereto as Exhibit E to the Agreement. A revised site plan showing the generator placement and new fencing is attached hereto as Exhibit D-2, Annex 1 which supplements but does not replace the existing Lease Exhibit D-2.
2. Section 2.05 of the Agreement is hereby amended to read as follows: 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.
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 Fourth Amendment shall not become effective until City's approval of the modifications.
4. 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.
5. 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 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 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 Agreement, the First Amendment, Second Amendment, Third Amendment and/or this Fourth Amendment.
6. All remaining provisions of the Agreement, First Amendment, Second Amendment, and the Third Amendment thereto not inconsistent with this Fourth

Owner Site I.D.: Coconut Creek Winston Park
Site Management I.D.: CFLCOC-071
Tenant Site I.D.: 6FB1251-Winston Nature Gardens

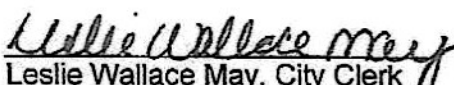
Amendment shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.

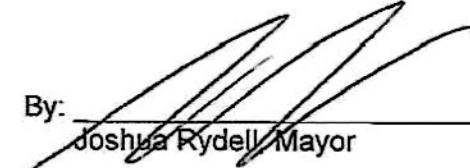
IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

City:

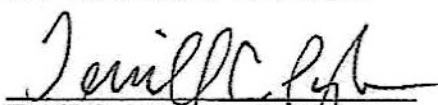
CITY OF COCONUT CREEK, a
municipal corporation

ATTEST:


Leslie Wallace May, City Clerk

By: 
Joshua Rydell, Mayor

APPROVED AS TO FORM:


Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Joshua Rydell, as Mayor of the CITY OF COCONUT CREEK, a municipal corporation, she is personally known to me or has provided or has provided _____ as identification, and she did/did not take an oath

Notary Public State of Florida

Printed, typed or stamped name of Notary
My commission number and expiration date:

Owner Site I.D.: Coconut Creek Winston Park
Site Management I.D.: CFLCOC-071
Tenant Site I.D.: 6FB1251-Winston Nature Gardens

Tenant:
T-MOBILE SOUTH LLC, a Delaware limited liability company

Dolores Alcantara
WITNESS
Print Name: Dolores Alcantara

By: [Signature]
Name: Tony McDowell
Title: Sr. Director, Network Engg

Emilienne O'Rourke
WITNESS
Print Name: Emilienne O'Rourke

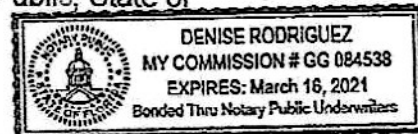
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STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 13 day of December, 2018 by Tony McDowell, as Sr. Director Network Engg of T-MOBILE SOUTH LLC. He/she is personally known to me or has provided or has provided nil as identification and he/she did/did not take an oath

[Signature]
Notary Public, State of



Printed, typed or stamped name of Notary

My commission number and expiration date:

Owner Site I.D.: Coconut Creek Winston Park
 Site Management I.D.: CFLCOC-071
 Tenant Site I.D.: 6FB1251-Winston Nature Gardens

EXHIBIT D-2
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to the Fourth Amendment dated January 24, 2019 by
 and between the City of Coconut Creek, a municipal corporation, as Landlord, and T-
 MOBILE SOUTH LLC, a Delaware limited liability company, as Tenant.

