

**FIRST AMENDMENT TO  
LEASE AGREEMENT  
BETWEEN  
CITY OF COCONUT CREEK, FLORIDA  
AND  
NEW CINGULAR WIRELESS PCS, LLC  
DATED OCTOBER 10, 2019**

This First Amendment to the Lease Agreement dated October 10, 2019 (this "First Amendment") is made this 13<sup>th</sup> day of October, 2022, by and between **CITY OF COCONUT CREEK**, a municipal corporation, with its offices located at 4800 West Copans Road, Coconut Creek, FL 33063, as Landlord, hereinafter "CITY", and **NEW CINGULAR WIRELESS PCS, LLC**, with its principal offices located at 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, Georgia 30319, hereinafter "TENANT".

**WHEREAS**, CITY and TENANT entered into the Lease Agreement on October 10, 2019 (hereinafter the "Agreement"), whereby TENANT leased from CITY a portion of real property (the "Lease Premises") and space on the City's telecommunications tower (the "Tower") at 5201 NW 49 Avenue, Coconut Creek, FL 33073, commonly known as Winston Park, and 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 modify its equipment within the existing leased space on the City's Tower in consideration of adjustments to the rent payable under the Agreement; and

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

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

1. The recitations above are incorporated herein. Language changes to the Agreement as provided in this First Amendment are depicted as follows: words in strike through

type are deletions from existing text; words in underscored type are additions to existing text; and a line of asterisks (\*\*\*) indicates existing text is not shown.

2. To clarify the TENANT's equipment and new antenna layout detailed within the relevant exhibits attached to the Agreement, the parties agree that Exhibit D to the Agreement which sets forth the TENANT'S equipment listing and transmit and receive frequencies shall be deleted in its entirety and replaced by Exhibit D-1. All references throughout the Agreement to Exhibit D will be read to mean Exhibit D-1. To the extent that Exhibit B of the Agreement shows the originally proposed antenna layout, this First Amendment expressly supersedes that antenna layout, and acknowledges the currently proposed antenna layout as shown in Exhibit D-1 at Page 2 of 2.
3. Due to the modification and addition of TENANT's equipment at this site, Section 6.01, within Section 6, "Consideration," of the Agreement is amended as follows:
  - 6.01 Rent: ~~Within thirty (30) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay, as rent, Thirty Six Thousand Five Hundred and XX/100 Dollars (\$36,500.00) per year payable in equal month installments ("Rent").~~ TENANT shall pay CITY, as rent hereunder, the amounts set forth in this Section 6, together with any State, County, or local taxes applicable. Rent shall be paid in monthly installments in advance, without prior notice or invoice by CITY, on or before the first day of each month and without offset or deduction. Commencing on the first day of the month following full execution of the First Amendment to the Agreement, TENANT shall pay to CITY as rent Forty Thousand Six Hundred Fifty Eight Dollars and 94/100 Cents (\$40,658.94) per year, payable monthly in the amount of Three Thousand Three Hundred Eighty Eight Dollars and 25/100 Cents (\$3,388.25) ("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., the City's Tower Manager, at the address specified in Section 16 herein or to such other person, firm or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section 16 below. The rent thereafter shall be increased annually on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the annual rent in effect for the previous twelve (12) months.
4. Due to the Tower's unique monopine design, TENANT's equipment at this site must reflect certain concealment elements consistent therewith. Thus Section 2.15, within Section 2, "Duties and Responsibilities of Tenant," of the Agreement is amended as follows:
  - 2.15 TENANT's equipment must be installed in a manner that removes the fewest faux branches and leaves as many branches per the original design of the monopine structure as possible. TENANT shall reinstall/restore any dislocated or removed faux branches after installation of its equipment to restore any existing concealment elements at the TENANT's equipment elevation. TENANT's antennas are to be painted or colored green and shall use antenna

wraps with wrap around branches which match the color and style of the other concealment elements on all panel antennas. TENANT's other equipment on the tower must be painted or colored gray/brown to match the color of the "trunk". TENANT and shall not permit installation of RRU's, RACAPS, or any other non-panel type antenna or other equipment without first demonstrating to CITY the concealment elements that will be used for such antenna types.

5. 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 Premises 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.
6. TENANT acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications detailed herein.
7. 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.
8. The Agreement and this First Amendment contain all agreements, promises or understandings between CITY and TENANT, and no verbal or oral agreements, promises or understandings shall be binding upon either the CITY or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this First Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and/or this First Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this First Amendment.
9. All remaining provisions of the Agreement not inconsistent with this First Amendment shall remain in full force and effect, and shall remain binding on the parties hereto. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions of the Agreement, the terms and conditions of this First Amendment shall govern.

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

[SIGNATURES TO FOLLOW]

ATTEST


  
Joseph J. Kavanagh, City Clerk

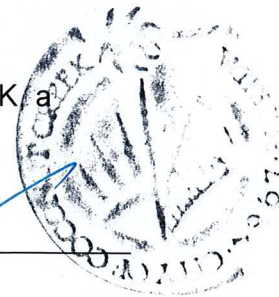
APPROVED AS TO FORM:

  
Terrill C. Pyburn, City Attorney

CITY:

CITY OF COCONUT CREEK, a  
municipal corporation

  
Joshua Rydell, Mayor



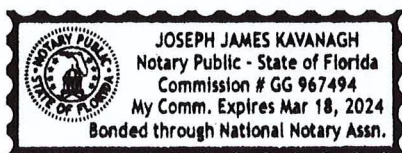
**CITY ACKNOWLEDGEMENT**

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 Joshua Rydell, Mayor of 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 13 day of October, 2022.



  
Signature of Notary Public  
State of Florida at Large

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

[Tenant Signatures to follow]

**TENANT:**

**New Cingular Wireless PCS, LLC**  
**A Delaware limited liability company**  
**By: AT&T Mobility Corporation**  
**Its: Sole Manager**

Witness

Print

Witness

Print:

By:

Name:

Title:

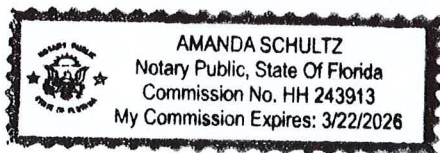
**TENANT ACKNOWLEDGEMENT**

STATE OF

COUNTY OF

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, by John F. Heggy, as the Area Manager of AT&T Mobility Corporation, a Delaware corporation, as the Manager of New Cingular Wireless PCS, LLC, 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 19th day of August, 2022.



Signature of Notary Public  
State of Florida at Large

Print, Type or Stamp  
Name of Notary Public

[Exhibits to follow]



**EXHIBIT D-1**  
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to the First Amendment to Agreement dated \_\_\_\_\_, 2022,  
by and between the City of Coconut Creek, a municipal corporation, as City, and New Cingular  
Wireless PCS, LLC, a Delaware limited liability company, as TENANT.

**TENANT EQUIPMENT LISTING, FREQUENCIES, & DIAGRAM OF ANTENNA LAYOUT**

TOWER-MOUNTED EQUIPMENT

Mount Type:

Three (3) 10.5' Sector Frames (Site Pro P/N: VFA10-HDeL4NP)

Number of Antenna(s) - Types and Models:

Nine (9) Kathrein 800-10956K (3 per sector on antenna mount)

Three (3) Ericsson Air6449 N77D Antenna (1 per sector on antenna mount)

Seven (7) power cables

RRU's – (6 per sector – mounted back to back behind antennas)

Three (3) RRUS-32 B30

Three (3) RRU 4449 B5/B12

Three (3) RRUS 4415 B25

Three (3) RRUS 4478 B14

Three (3) RRUS 4426 B66

Two (2) DC6-48-60-18-8C

One (1) DC9-48-60-24-8C-EV

Three (3) fiber cables

GROUND-MOUNTED EQUIPMENT

Self-contained 15 kw 48v diesel polar DC generator

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

Transmit frequencies (TX): 869.04-879.99; 890.01-891.48; 1982.5-1990; 1965-1970; 1970-1975;  
1975-1982.5; 734-746; 2315-2320; 2345-2350; 758-768

Receive frequencies (RX): 824.04-834.99; 845.01-846.48; 1902.5-1910; 1885-1890; 1890-1895;  
1895-1902.5; 704-716; 2315-2320; 2345-2350; 788-798 / Band 14

**EXHIBIT D-1**  
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