

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

This is a Third Amendment (the "Third Amendment") dated the 11<sup>th</sup> day of January, 2017 to the Lease Agreement dated May 8, 2008 ("Agreement"), and the First Amendment dated August 8, 2008 ("First Amendment"), and the Second Amendment dated July 14, 2016 ("Second 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 38<sup>TH</sup> 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 (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 49<sup>th</sup> 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 modify and increase the amount of 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 add its additional equipment within the existing leased space on the City's Tower owing to the fact that it will not increase the 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, and thereafter amended by the First and Second Amendments, shall remain in full force and effect, subject only to the minor amendments contained herein in the Third 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 Third 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 Third Amendment as follows:

1. Exhibit D to the Agreement was deleted in its entirety and replaced by Exhibit D-1 in the Second Amendment. Exhibit D-1 as set forth in the Second Amendment is hereby deleted in its entirety and is replaced with Exhibit D-2, attached hereto and made a part hereof. In the event of any discrepancy between Exhibit D, Exhibit D-1 and Exhibit D-2, Exhibit D-2 shall control.
2. 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 Third Amendment shall not become effective until City's approval of the modifications and confirmation that the improvements do not adversely affect the structural stability and wind-loading capability of the Tower.
3. City and Tenant each hereby warrant to the other that the person executing this Third Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Third 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 Third Amendment, or that such consent has been given.
4. The Agreement, the First Amendment, Second Amendment and this Third 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 and/or this Third 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 and/or this Third 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 and/or this Third Amendment.
5. All remaining provisions of the Agreement, First Amendment and the Second Amendment thereto shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.

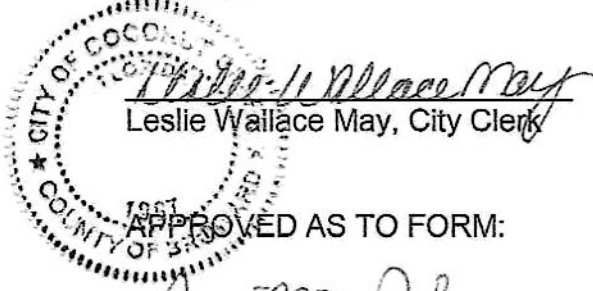
IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

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

City:

**CITY OF COCONUT CREEK, a  
municipal corporation**

ATTEST:



Leslie Wallace May  
Leslie Wallace May, City Clerk

By: Rebecca A. Tooley  
Rebecca A. Tooley, Mayor

APPROVED AS TO FORM:

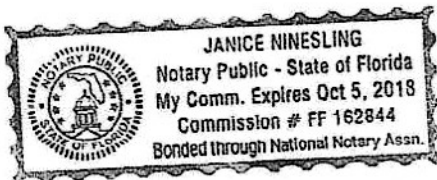
Terrill C. Pyburn  
Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2018 by Rebecca A. Tooley, 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

Janice Ninesling  
Notary Public State of Florida



Janice Ninesling  
Printed, typed or stamped name of Notary  
My commission number and expiration date:  
FF 162844  
10/5/2018

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

Roberto Alcantara  
WITNESS  
Print Name: Dolores Alcantara

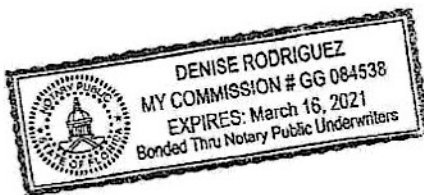
By: Tony McDowell  
Name: Tony McDowell  
Title: Sr. Director of Network Ops & Eng

Boat Sun  
WITNESS  
Print Name: Boat Sun

STATE OF FL  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of Sept., 2017 by Tony McDowell, as Sr. Dir. of N. Ops & Eng of T-MOBILE SOUTH LLC. He/she is personally known to me or has provided or has provided \_\_\_\_\_ as identification and he/she did/did not take an oath

Denise Rodriguez  
Notary Public, State of Florida



Denise Rodriguez  
Printed, typed or stamped name of Notary

My commission number and expiration date:  
3/16/21

**EXHIBIT D-2**  
**Page 1 of 3**

to the Third Amendment dated \_\_\_\_\_, 2017 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.

**DESCRIPTION OF PROPERTY AND LIST OF EQUIPMENT**

Equipment mounted at RAD Center 100 feet of Tower – Low Profile Platform

**Antennas/TMAs:**

Six (6) Andrew HBXX-3319DS-A2M

Three (3) Andrew DBXNH-6565B-A2M

Three (3) Andrew TMA-S-DB1921-DD-A

**Remote Radio Units:**

Six (6) FRIJ RRU

Six (6) FHFB RRU

**Junction Boxes:**

Two (2) Raycap RCMC-4010-PF-48 COVP

Four (4) CBC1921-DF-DC-6X Diplexer

**Cable (inside pole):**

Eighteen (18) 7/8" Coax Cables

**Frequencies:**

RX: 1885-1910, 1735-1755, 698-704

TX: 1965-1990, 2135-2155, 728-734

Additional drawings and description (C2 from construction drawings dated May 2017)  
attached hereto is part of Exhibit D-2

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 Page 2 of 3

