

# EXHIBIT 1

Owner Site I.D.: Regency Lakeside Park  
Site Management I.D.: FLCOC10-2  
Tenant Site I.D.: 10070226

**SECOND AMENDMENT TO  
SPACE LEASE AGREEMENT  
BETWEEN  
CITY OF COCONUT CREEK, FLORIDA  
AND  
AT&T WIRELESS SERVICES OF FLORIDA, INC.  
DATED APRIL 8, 1999**

This Second Amendment to the Lease Agreement dated April 8, 1999 (this "Second Amendment") is made this \_\_\_\_ 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 **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor in interest to AT&T Wireless Services of Florida, Inc., 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 Space Lease Agreement on April 8, 1999, (herein after "Original Agreement"), as amended by First Amendment to Space Lease Agreement dated February 4, 2008, (hereinafter "First Amendment"), and (hereinafter, collectively, the "Agreement"), whereby TENANT leased from CITY a portion of real property located within the City's Lakeside Park (the "Site" or "Lease Premises") and aerial space on the City's telecommunications tower (the "Tower" and/or "Space") at 5555 Regency Lakes Boulevard, Coconut Creek, FL 33073, commonly referred to as Lakeside Park, and more fully described in the Agreement; and

**WHEREAS**, the parties intend to incorporate and supersede the CITY's previously issued Administrative Approval Letter signed by W. Scott Stoudenmire dated February 6, 2020, approving additional equipment pursuant to TENANT's application dated August 5, 2019 (FL71 AT&T 10070226) and the referenced conditions (i.e. unlabeled exhibits), as a de facto amendment to the parties' Agreement; and

**WHEREAS**, CITY and TENANT desire to amend the Agreement to provide clarity moving forward and in order to modify the TENANT's equipment on the Tower, which will increase the TENANT's loading factor on the Tower; and

**WHEREAS**, CITY is willing to allow TENANT to modify and add specified additional equipment within the existing leased space on the City's Tower 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, except as amended by this Second Amendment, shall remain in full force and effect, subject only to and superseded by the amendments contained herein in the Second 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 Second 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 Second Amendment as follows:

1. The recitations above are incorporated herein. Language changes to the Agreement as provided in this Second 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 TENANT's leased space on the Tower, Section 1.01, "TENANT's Space," of the Original Agreement is hereby amended to read as follows:  
Section 1.01. TENANT's Tower Space: Landlord leases to TENANT the certain aerial space, designated by Landlord, at the approximate foot level of the Tower at one hundred (100 ft.) above ground level ("AGL") as depicted on "Exhibit AD," attached hereto and incorporated herein (and referred to as "Tower Space" and/or "Space"), for installation and maintenance by TENANT of equipment of the type listed or described on "Exhibit AD" for wireless communication operations including only those frequencies listed on "Exhibit A-D" or such other frequencies as may be approved by the Federal Communications Commission for TENANT'S use, upon notice to Landlord in writing.
3. To clearly recognize the ground lease and the non-exclusive aerial easement used for TENANT's connection to the Tower, commonly referred to as an ice-bridge, Section 1.02, "TENANT's Ground Space & Connection to Tower," is hereby added within Article I, "Space Leased," of the Original Agreement, to read as follows:  
Section 1.02. TENANT's Ground Space & Connection to Tower: CITY shall lease to TENANT approximately five hundred thirty-nine point three square foot (539.3 sq. ft.) parcel of real property ("Leased Premises"), legally described in "Exhibit A-1" attached hereto, and visually depicted in "Exhibit B-1," along with a non-exclusive aerial easement encompassing two feet by twenty-one and one-half feet (2' x 21.5') connecting the Leased Premises to the subject Tower at an approximate elevation of eight feet (8 ft) AGL for cable routing. In addition, TENANT has the non-exclusive right for ingress and egress along the path legally described in "Exhibit A-1" and visually depicted in "Exhibit B-1," seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles.
4. To clearly provide for a non-exclusive underground utility easement that connects the Leased Premises to an existing right-of-way, the following Section 1.03, "Utility Easement," is hereby added within Article I, "Space Leased," of the Original Agreement, to read as follows:

Section 1.03. Utility Easement: The CITY shall grant to TENANT, as a provision dependent upon the effectiveness of this lease, a fifteen foot (15ft) 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, as visually depicted in Exhibit "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 63<sup>rd</sup> Road, Coconut Creek, FL. CITY expressly reserves the right to install minor landscaping, irrigation, limited asphalt or concrete parking areas and/or fencing within the Utility Easement, subject to the terms hereof. TENANT expressly accepts its obligation to mark its underground infrastructure therein, consistent with the requirements of Florida's "Underground Facility Damage Prevention and Safety Act," as may be amended. CITY further expressly reserves the right to abandon the platted easement and require TENANT to relocate its utilities within a specified timeframe, which shall not be shorter than one hundred twenty (120) days, at the CITY's sole discretion. If TENANT does not relocate within the specified timeframe, the CITY is hereby granted permission to relocate them. Any reasonable costs actually incurred by CITY to relocate TENANT's facilities will be billed to TENANT and paid within forty-five (45) days of receipt. Notwithstanding the above, any relocation efforts will not restrict TENANT's access to facilities located upon the Property. Upon natural expiration or earlier termination of this Agreement, the Utility Easement provided by CITY will be extinguished, and TENANT shall be responsible at their sole cost and expense for removal of its utilities and other facilities therein. Facilities left within the former Utility Easement by TENANT will be considered abandoned if same are not removed or properly relocated within the time specified by CITY in writing. The City-incurred costs for removal of TENANT's abandoned facilities will be charged to TENANT, and CITY reserves all rights to collect said sums.

5. To clarify the interests controlled by the Agreement, the following Section 1.04, "Overall Property," will be added within Article I, "Space Leased," as follows:

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.

6. To clarify the Initial Term and Renewal Term of this Agreement, Sections 2.01 and 2.02 of the Original Agreement dated April 8, 1999, as well as Paragraphs 1 and 2 of the First Amendment dated February 4, 2008, are hereby all repealed, in their entirety, and replaced with the new Sections 2.01 and 2.02 to read as follows:

Section 2.01. Initial Term: The term of this Agreement shall be five (5) years commencing on January 1, 2008 (the "Commencement Date") and terminating on December 31, 2013 (the "Initial Term").

Section 2.02. Renewal Term. This Lease shall automatically renew for five (5) successive renewal terms of five (5) years each after the Initial Term (the "Renewal Terms"), unless at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, either party gives the other party written notice of termination.

7. To clarify the manner of termination for technical incompatibility, the parties agree to add Section 2.04, "Cancellation for Technical Incompatibility," to the Agreement to read as follows:

Section 2.04. Cancellation for Technical Incompatibility. In the event TENANT determines that the Property is no longer technically compatible for its intended use, TENANT shall have the right to terminate this Agreement by providing at least six (6) months' written notice to the CITY together with a termination fee in a sum equal to two (2) years' Rent at the then-payable rate pursuant to the Agreement, as amended.

8. To clarify the TENANT's rent obligations to Landlord in consideration of the modification and addition of TENANT's equipment at the site, the parties agree to repeal Section 3.01, "Payment of Rent," of the Original Agreement, in its entirety, as well as, repeal "Exhibit B" of the Original Agreement, which detailed subsequently modified rent terms, in its entirety, and last to repeal Sections 3, "Modifications of Rent," 5, "Future Rent Increases," and 6, "Expansion of Permitted Use," of the First Amendment, in their entirety, in order to create the new Section 3.01, entitled "Rent," to read as follows:

Section 3.01 Rent: Commencing on the first day of the month following full execution of this Second Amendment and on the first day of each month thereafter, TENANT shall pay Four Thousand Six Hundred Twenty-two Dollars and 00/100 Cents (\$4,622.00) per month for twelve (12) consecutive months totaling Fifty-Five Thousand Four Hundred Sixty-four Dollars and 00/100 cents (\$55,464.00) per year, payable in equal monthly installments ("Rent"). Rent for any fractional month at the end of a 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, as amended from time to time, 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 the notice provisions herein. The rent thereafter shall increase by twenty percent (20.00%) at the beginning of each Renewal Term, as applicable. Additional tower loading or expansion of ground space will result in additional rent, as may be provided in future amendments hereto.

9. To ensure that TENANT maintains the Property in a manner consistent with the City's Code of Ordinances, a new Section 4.09, "Safe & Workmanlike Condition," will be added to Article IV, "Use of Space by Tenant," of the Original Agreement to read as follows:

Section 4.09. Safe & Workmanlike Condition: TENANT shall maintain the Lease Premises in a safe and workmanlike condition and meet all the requirements imposed by ordinances of the CITY, including but not limited to maintenance of the interior compound area of the Lease Premises including pressure washing of TENANT's shelter, as needed or requested by CITY, and regular landscaping, and to remove weeds and overgrowth, and debris/trash.

10. 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 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 or 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 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 768.28 FS, Landlord agrees to indemnify and hold TENANT harmless from all claims (including 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.

11. 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: 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 combined single limit of One Million and XX/100 Dollars (\$1,000,000.00) per occurrence and Two Million and XX/100 Dollars (\$2,000,000.00) in the aggregate. Such insurance shall insure, on an occurrence basis, against liability of the insuring party and its employees and 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 radiofrequency emissions or specific injuries based on TENANT's uses of the Property. Upon execution of this Agreement, TENANT must provide a Certificate of Insurance evidencing the required insurance issued from a Florida eligible 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. 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. 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.

12. Section 15.01, "Notices" as amended in the First Amendment, and in the Original Agreement, is hereby deleted in its entirety, and is amended to read as follows:

Section 15.01. Notices: All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified 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 to the persons and addresses as shown below.

As to CITY:

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

As to TENANT:

AT&T Tower Asset Group  
1025 Lenox Park Blvd., 3<sup>rd</sup> Floor  
Atlanta, GA 30319  
Cell Site FA 10070226 (FL71)

With copy to

CITY'S current Tower Manager:  
CityScape Consultants, Inc.  
2423 S. Orange Ave #317  
Orlando, FL 32806  
Attn: Contract Administrator

With copy to:

New Cingular Wireless PCS, LLC  
208 S. Akard Street, Suite 3050.01  
Dallas, TX 75202  
Attn: AT&T Legal Department  
Cell Site FA 10070226

13. To ensure that Section 15.06, "Recording" of the Original Agreement is updated with current language to carry out the wishes of the parties as it relates to same, the parties agree to amend Section 15.06, "Recording," of the Original Agreement to read as follows:

Section 15.06. Recording: Landlord and TENANT agree that a New Memorandum of Agreement, in the form attached hereto as "Exhibit C," shall be recorded in the Public Records of Broward County, Florida, within sixty (60) days of the full execution of this Agreement. The cost of recordation shall be paid by TENANT. The parties intend for the New Memorandum of Agreement to rescind and replace the former Memorandum of Agreement recorded under Instrument No. 99637322 on October 20, 1999 in the Official Public Records of Broward County, Florida. that this

~~Lease shall not be recorded, and that each will execute a short form memorandum of this Lease for recording, if requested to do so by the other.~~

14. To ensure that Section 15.08, "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 Section 15.08, "Settlement of Disputes," of the Original Agreement is hereby amended to read as follows:

Section 15.08. Settlement of Disputes: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, with any and all arbitration proceedings occurring in Coconut Creek, Florida, or otherwise within Broward County, Florida, and the parties agree that any judgement on the award rendered by the arbitrator(s) may shall be enforceable solely and exclusively through the state and/or federal courts located in Broward County, Florida entered in any court having jurisdiction thereof.

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 both "Exhibit A" (containing two (2) pages) and "Exhibit B" (containing one (1) page) of the Original Agreement, as well as the CITY's Administrative Approval Letter signed by W. Scott Stoudenmire dated February 6, 2020 approving additional equipment pursuant to TENANT's application dated August 5, 2019 (FL71 AT&T 10070226) along with its referenced conditions (i.e. unlabeled exhibits) attached thereto, are hereby deleted and superseded in their entirety with the below new exhibits and descriptions, attached hereto and made a part of this Second Amendment. Any references to the repealed exhibits or conditions in remaining portions of the Original Agreement and First Amendment shall be controlled by the relevant exhibit as detailed hereby:

1. **Exhibit A-1:** Exhibit A-1 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) and Non-Exclusive Access and Utility Easements.
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 connecting 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. Paragraph 6 of the First Amendment is hereby repealed in its entirety and replaced with the language as follows:

6. Expansion of Permitted Use. In addition to the rights set forth in the Lease, TENANT may modify, supplement, replace, upgrade, expand or refurbish its Radio Equipment, increase the number of antennas thereon, or relocate the communication facility at the Property, at any time during the term of this Lease, with the CITY's prior written consent, not unreasonably withheld. Notwithstanding the foregoing, any modifications to the Lease Agreement shall require an amendment to the Lease.

17. A material aspect of this Second Amendment is the TENANT's representation that it will carry 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 radio frequency emissions.
18. TENANT acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications detailed herein.
19. CITY and TENANT each hereby warrant to the other that the person executing this Second Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Second 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 Second Amendment, or that such consent has been given.
20. The Original Agreement, First Amendment, Administrative Approval Letter signed by W. Scott Stoudenmire dated February 6, 2020 approving additional equipment pursuant to TENANT's application dated August 5, 2019 (FL71 AT&T 10070226) and the referenced conditions (i.e. unlabeled exhibits), and this Second 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 shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement.
21. All remaining provisions of the Original Agreement, and First Amendment (with the Administrative Approval Letter signed by W. Scott Stoudenmire dated February 6, 2020 approving additional equipment pursuant to TENANT's application dated August 5, 2019 (FL71 AT&T 10070226), and the referenced conditions (i.e. unlabeled exhibits) not being fully repealed, and not inconsistent with this Second Amendment, shall remain in full force and effect, and shall remain binding on the parties hereto. In the event of a conflict between this Second Amendment, the First Amendment, and Original Agreement, order of precedence among the terms and conditions is as follows:



this Second Amendment shall prevail, followed by the Original Agreement, and then the First Amendment.

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

**CITY:**

ATTEST:

CITY OF COCONUT CREEK, a  
municipal corporation

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

\_\_\_\_\_  
Jackie Railey, Mayor


APPROVED AS TO FORM:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney

[Tenant Signatures to follow]

**TENANT:**

New Cingular Wireless PCS, LLC, a  
Delaware Limited liability company  
By: AT&T Mobility Corporation  
Its: Sole Manager (Successor in Interest of AT&T  
Wireless Services of Florida, Inc.)

By:   
Name: Joe Snoder Jr.  
Title: Associate Director



Witness

Print: Gasmarie Nevarez



Witness

Print: Amanda Schult

[Exhibits to follow]

**EXHIBIT "A-1"**  
**Page 1 of 3**

to the Second Amendment to Space Lease Agreement dated \_\_\_\_\_, 2025,  
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.

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

**LEGAL DESCRPTION 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 426.56 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 lien 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", an arc distance of  
576.15 fee 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", an 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°36'16" 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.

Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

**Property Identification Number: 484206160012.**

**EXHIBIT "A-1"**  
**Page 2 of 3**

**LEGAL DESCRIPTION OF TENANT SPACE ("LEASED PREMISES")**

Being a portion of that certain tract of land as described and recorded in Book 2681, Page 429, in the Office of the County Recorder, Broward County, Florida, and lying in the Southwest Quarter of Section 6, Township 48 South, Range 42 East, and being more particularly described as follows;

Commencing at a Mag Nail in disk found at an interior corner of said certain tract of land, and having Florida East State Plane Coordinates of N:718926.94 E:918404.95; thence N 00°46'14" W, along the west line of said certain tract of land, a distance of 248.27 feet to a point, having Florida East State Plane Coordinates of N:719175.19 E:918401.62; thence N 00°46'21" W a distance of 36.79 feet to a point; thence N 89°14'45" E a distance of 67.49 feet to a point; thence S 00°45'15" E a distance of 34.16 feet to a point; thence along a curve to the left, having a chord bearing of S 61°50'24" W and a length of 18.26 feet, and a radius of 44.79 feet, a total arc length of 18.39 feet to a point; thence N 46°10'44" W a distance of 20.42 feet to a point; thence S 43°49'16" W a distance of 12.00 feet to a point; thence the Point of Beginning, having Florida East State Plane Coordinates of N:719175.39 E:918416.61; thence S 46°10'08" E a distance of 13.72 feet to a point; thence S 39°53'12" W a distance of 11.05 feet to a point; thence S 08°28'18" E a distance of 12.15 feet to a point; thence S 89°13'39" W a distance of 17.50 feet to a point; thence N 00°46'21" W a distance of 30.06 feet to a point; thence N 89°13'39" E a distance of 13.30 feet to the Point of Beginning.

Said above described Lease Area contains 539.3 square feet or 0.01 acres, more or less.

**DESCRIPTION OF 25' ACCESS EASEMENT**

Being a portion of that certain tract of land as described and recorded in Book 2681, Page 429, in the Office of the County Recorder, Broward County, Florida, and lying in the Southwest Quarter of Section 6, Township 48 South, Range 42 East, and being more particularly described as follows;

Commencing at a Mag Nail in disk found at an interior corner of said certain tract of land, and having Florida East State Plane Coordinates of N:718926.94 E:918404.95; thence N 00°46'14" W, along the west line of said certain tract of land, a distance of 248.27 feet to a point, having Florida East State Plane Coordinates of N:719175.19 E:918401.62; thence N 00°46'21" W a distance of 36.79 feet to a point; thence N 89°14'45" E a distance of 67.49 feet to a point; thence S 18°50'05" E a distance of 46.82 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 25 feet in width and lying 12.50 feet on each side of the following described centerline; thence along a curve to the left having a chord bearing of S 44°14'12" W and a length of 53.04 feet, and a radius of 37.50 feet, a total arc length of 58.92 feet to a point; thence S 00°46'21" E a distance of 210.00 feet to a point; thence along a curve to the right, having a chord bearing of S 44°14'11" W and a length of 53.04 feet, and a radius of 37.50 feet, a total arc length of 58.92 feet to a point; thence S 89°14'44" W a distance of 69.28 feet to a point; thence along a curve to the left, having a chord bearing of S 44°14'11" W, and a length of 53.04 feet, and a radius of 37.50 feet, a total arc length of 58.92 feet to a point; thence S 00°46'21" E a distance of 155.39 feet to a point; thence along a curve to the right, having a chord bearing of S 17°20'45" W and a length of 23.32 feet, and a radius of 37.50 feet, a total arc length of 23.72 feet to a point; thence S 35°27'51" W a distance of 9.85 feet to a point; thence along a curve to the left, having a chord bearing of S 17°20'45" W, a length of 23.32 feet, and a radius of 37.50 feet, a total arc length of 23.72 feet to a point; thence S 00°46'21" E a distance of 40.72 feet, more or less, to a point on the northern right of way line of Regency Lakes Boulevard, and the Point of Ending.

Said above described Ingress/Egress & Utility Easement contains 17,735.6 square feet or 0.41 acres, more or less.

**EXHIBIT "A-1"**  
**Page 3 of 3**

**DESCRIPTION OF UTILITY EASEMENT:**

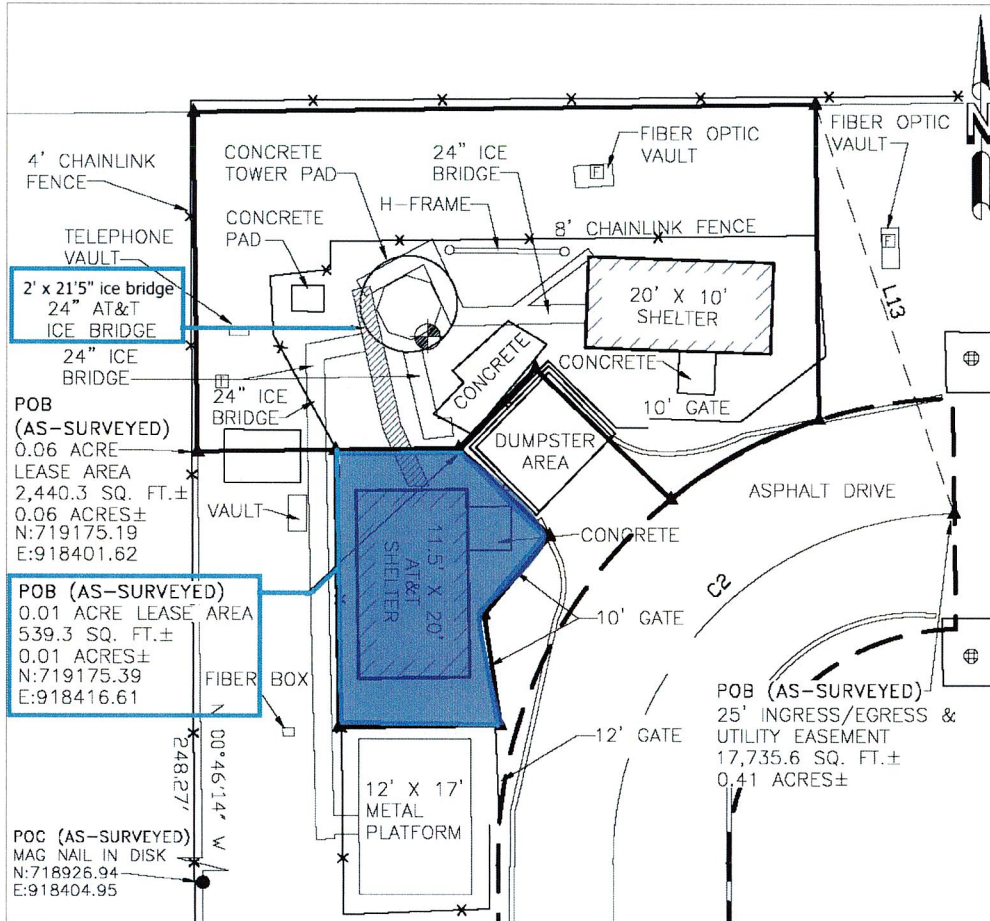
A 15.00-foot-wide strip of land depicted as a "Utility Easement" as shown in the Plat of Regency Lakes, as recorded in Plat Book 157, Page 23, of the Public Records of Broward County, Florida.

**TENANT AERIAL OCCUPANCY ("TOWER SPACE"): 100 +/- FT. AGL**

## Page 1 of 2

to the Second Amendment to Space Lease Agreement dated \_\_\_\_\_, 2025,  
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.

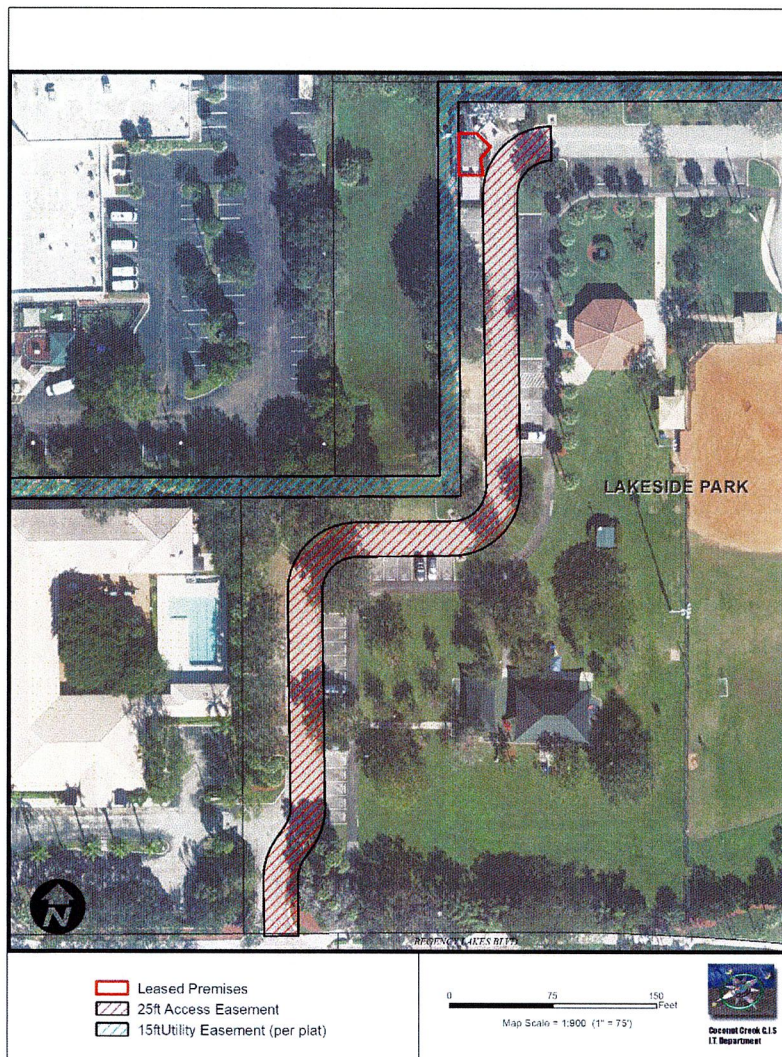
### VISUAL DEPICTION OF TENANT'S LEASED SPACE





**EXHIBIT "B-1"**  
**Page 2 of 2**

GENERAL OVERLAY DEPICTION OF TENANT PREMISES, ACCESS, AND UTILITY EASEMENTS VIA CITY'S GIS:



**EXHIBIT "C"**  
**Page 1 of 6**

to the Second Amendment to Space Lease Agreement dated \_\_\_\_\_, 2025, 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.

**RECORDED AT REQUEST OF, AND  
WHEN RECORDED RETURN TO:**

New Cingular Wireless PCS, LLC  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319  
Re: Cell Site Name: FL71  
Fixed Asset #: 10070226  
Attn: Network Real Estate Administration

**NEW MEMORANDUM OF AGREEMENT**

This New 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 "Owner" or "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with an office located at 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (hereinafter referred to as "Tenant").

1. Owner and Tenant entered into a Lease Agreement ("Agreement") dated as of April 8, 1999 ("Effective Date"), for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements related to that purpose. The Lease Agreement is documented by that certain Memorandum of Agreement dated October 20, 1999, as Instrument No. 99637322 in the Official Public Records of Broward County, Florida (the "Memorandum").
2. Owner and Tenant have amended the Agreement by a Second Amendment dated \_\_\_\_\_, 2025, and wish to adopt this New Memorandum as more fully set forth herein. This New Memorandum hereby rescinds and replaces the Memorandum recorded under Instrument No. 99637322.
3. The original term of Tenant's tenancy under the Agreement was for ten (10) years from the original commencement date, with four (4) successive five (5) year options to renew. Owner and Tenant have amended the Agreement by a First Amendment dated February 4, 2008, amending Tenant's tenancy under the Agreement for five (5) years commencing January 1, 2008 (the "New Commencement Date") with five (5) successive five (5) year extension terms.
4. The Land that is the subject of the Agreement is described in Exhibit "1" attached hereto. The portion of the Land being leased to Tenant (the "Premises") and all necessary access and utility easements (together with the Premises, the "Property") are also described in Exhibit "1" attached hereto and incorporated herein by reference.

[Signatures to follow]



**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:**

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

By: [Exhibit Only]

Name: Jackie Railey

Title: Mayor

Date: \_\_\_\_\_

**TENANT:**

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

By: [Exhibit Only]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

[Exhibit Only]  
City Clerk

Approved as to Legal Form and Sufficiency:

[Exhibit Only]  
City Attorney

[Notary signatures to follow]

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 New Cingular Wireless PCS, 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 Jackie 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

**EXHIBIT "C"**  
**Page 4 of 6**  
**NEW MEMORANDUM OF AGREEMENT**  
**EXHIBIT "1" - Page 1 of 3**

**LEGAL DESCRIPTION OF THE LAND AND LEASED PREMISES**

to the Memorandum of Agreement dated \_\_\_\_\_, 2025, 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.

**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 426.56 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", an 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", an 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°36'16" 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.

Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

**Property Identification Number: 484206160012.**

**EXHIBIT "C"**  
**Page 5 of 6**  
**NEW MEMORANDUM OF AGREEMENT**  
**EXHIBIT "1" - Page 2 of 3**

**LEGAL DESCRIPTION OF TENANT SPACE ("LEASED PREMISES")**

Being a portion of that certain tract of land as described and recorded in Book 2681, Page 429, in the Office of the County Recorder, Broward County, Florida, and lying in the Southwest Quarter of Section 6, Township 48 South, Range 42 East, and being more particularly described as follows;

Commencing at a Mag Nail in disk found at an interior corner of said certain tract of land, and having Florida East State Plane Coordinates of N:718926.94 E:918404.95; thence N 00°46'14" W, along the west line of said certain tract of land, a distance of 248.27 feet to a point, having Florida East State Plane Coordinates of N:719175.19 E:918401.62; thence N 00°46'21" W a distance of 36.79 feet to a point; thence N 89°14'45" E a distance of 67.49 feet to a point; thence S 00°45'15" E a distance of 34.16 feet to a point; thence along a curve to the left, having a chord bearing of S 61°50'24" W and a length of 18.26 feet, and a radius of 44.79 feet, a total arc length of 18.39 feet to a point; thence N 46°10'44" W a distance of 20.42 feet to a point; thence S 43°49'16" W a distance of 12.00 feet to a point; thence the Point of Beginning, having Florida East State Plane Coordinates of N:719175.39 E:918416.61; thence S 46°10'08" E a distance of 13.72 feet to a point; thence S 39°53'12" W a distance of 11.05 feet to a point; thence S 08°28'18" E a distance of 12.15 feet to a point; thence S 89°13'39" W a distance of 17.50 feet to a point; thence N 00°46'21" W a distance of 30.06 feet to a point; thence N 89°13'39" E a distance of 13.30 feet to the Point of Beginning. Said above described Lease Area contains 539.3 square feet or 0.01 acres, more or less.

**DESCRIPTION OF 25' ACCESS EASEMENT**

Being a portion of that certain tract of land as described and recorded in Book 2681, Page 429, in the Office of the County Recorder, Broward County, Florida, and lying in the Southwest Quarter of Section 6, Township 48 South, Range 42 East, and being more particularly described as follows;

Commencing at a Mag Nail in disk found at an interior corner of said certain tract of land, and having Florida East State Plane Coordinates of N:718926.94 E:918404.95; thence N 00°46'14" W, along the west line of said certain tract of land, a distance of 248.27 feet to a point, having Florida East State Plane Coordinates of N:719175.19 E:918401.62; thence N 00°46'21" W a distance of 36.79 feet to a point; thence N 89°14'45" E a distance of 67.49 feet to a point; thence S 18°50'05" E a distance of 46.82 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 25 feet in width and lying 12.50 feet on each side of the following described centerline; thence along a curve to the left having a chord bearing of S 44°14'12" W and a length of 53.04 feet, and a radius of 37.50 feet, a total arc length of 58.92 feet to a point; thence S 00°46'21" E a distance of 210.00 feet to a point; thence along a curve to the right, having a chord bearing of S 44°14'11" W and a length of 53.04 feet, and a radius of 37.50 feet, a total arc length of 58.92 feet to a point; thence S 89°14'44" W a distance of 69.28 feet to a point; thence along a curve to the left, having a chord bearing of S 44°14'11" W, and a length of 53.04 feet, and a radius of 37.50 feet, a total arc length of 58.92 feet to a point; thence S 00°46'21" E a distance of 155.39 feet to a point; thence along a curve to the right, having a chord bearing of S 17°20'45" W and a length of 23.32 feet, and a radius of 37.50 feet, a total arc length of 23.72 feet to a point; thence S 35°27'51" W a distance of 9.85 feet to a point; thence along a curve to the left, having a chord bearing of S 17°20'45" W, a length of 23.32 feet, and a radius of 37.50 feet, a total arc length of 23.72 feet to a point; thence S 00°46'21" E a distance of 40.72 feet, more or less, to a point on the northern right of way line of Regency Lakes Boulevard, and the Point of Ending. Said above described Ingress/Egress & Utility Easement contains 17,735.6 square feet or 0.41 acres, more or less.

**EXHIBIT "C"**  
**Page 6 of 6**  
**NEW MEMORANDUM OF AGREEMENT**  
**EXHIBIT "1" - Page 3 of 3**

**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": 100 +/- FT. AGL**

**EXHIBIT "D"**  
**Page 1 of 3**

to the Second Amendment to Space Lease Agreement dated \_\_\_\_\_, 2025,  
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.

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

Tower mounted equipment – 14 Ft. Platform with Support Rails + Kickers

Antennas: (6) KMW ET-X-UW-68-1-65-8-iR-AT antennas

(3) Kathrein 800372965 antennas

(3) Ericsson AIR 6449 N77

RRU: (3) Ericsson RRUS-32 B30

(3) Ericsson Radio 4449 B5/B12

(3) Ericsson RRUS-32 B66A

(3) Ericsson RRUS-32 B2

Three (1) RAYCAP DC6-48-60-18-8F

Cable: (6) 7/8" cables (inside pole)

(12) 1-5/8" coaxial lines (inside pole)

(3) 3/8" Hybrid cable (inside pole)

AT&T building/shelter (11.5 x 20) on concrete pad

Frequencies assigned to Tenant by FCC for use on Property

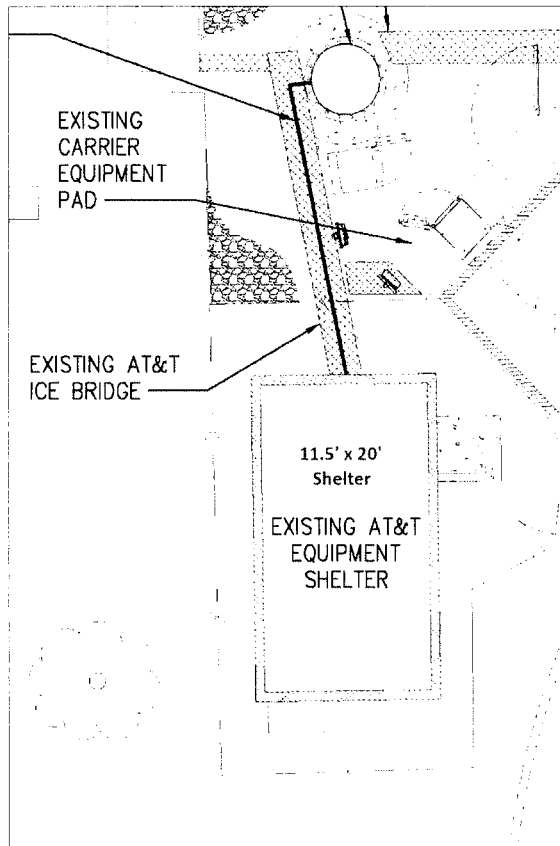
Transmit (TX): 869.04-879.99; 890.01-891.48; 1982.5-1990; 1965-1970; 1970-1975; 1975-1982.5;  
734-746; 2315-2320; 2345-2350; 758-768

Receive (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"**  
**Page 3 of 3**

Tenant Ground Plan



**AT&T**  
**100' AGL**

EXISTING ANTENNAS  
 ELEV. = 1120'-0"  
 TOP OF TOWER  
 ELEV. = 1119'-0"

EXISTING ANTENNAS  
 ELEV. = 1110'-0"

AT&T PANEL ANTENNAS  
 ELEV. = 100'-0"

EXISTING AND PROPOSED  
 AT&T ANTENNAS AND RRUS

EXISTING ANTENNAS  
 ELEV. = 105'-0"

EXISTING  
 MONOPOLE  
 TOWER

EXISTING AT&T LINES

GRADE  
 ELEV. = 629'-0" AGL



**RECORDED AT REQUEST OF, AND  
WHEN RECORDED RETURN TO:**

New Cingular Wireless PCS, LLC  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319  
Re: Cell Site Name: FL71  
Fixed Asset #:10070226  
Attn: Network Real Estate Administration

**NEW MEMORANDUM OF AGREEMENT**

This New 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 "Owner" or "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with an office located at 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (hereinafter referred to as "Tenant").

1. Owner and Tenant entered into a Lease Agreement ("Agreement") dated as of April 8, 1999 ("Effective Date"), for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements related to that purpose. The Lease Agreement is documented by that certain Memorandum of Agreement dated October 20, 1999, as Instrument No. 99637322 in the Official Public Records of Broward County, Florida (the "Memorandum").
2. Owner and Tenant have amended the Agreement by a Second Amendment dated \_\_\_\_\_, 2025, and wish to adopt this New Memorandum as more fully set forth herein. This New Memorandum hereby rescinds and replaces the Memorandum recorded under Instrument No. 99637322.
3. The original term of Tenant's tenancy under the Agreement was for ten (10) years from the original commencement date, with four (4) successive five (5) year options to renew. Owner and Tenant have amended the Agreement by a First Amendment dated February 4, 2008, amending Tenant's tenancy under the Agreement for five (5) years commencing January 1, 2008 (the "New Commencement Date") with five (5) successive five (5) year extension terms.
4. The Land that is the subject of the Agreement is described in Exhibit "1" attached hereto. The portion of the Land being leased to Tenant (the "Premises") and all necessary access and utility easements (together with the Premises, the "Property") are also described in Exhibit "1" attached hereto and incorporated herein by reference.

[Signatures to follow]

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

**OWNER/LANDLORD:**

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

By: \_\_\_\_\_

Name: Jackie Railey

Title: Mayor

Date: \_\_\_\_\_

**TENANT:**

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

By: 

Name: Joe Snider Jr.

Title: Associate Director

Date: 5/1/2015

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Legal Form and Sufficiency:

\_\_\_\_\_  
City Attorney

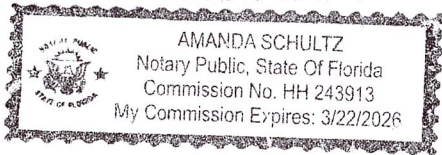
[Notary signatures to follow]

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Florida :  
COUNTY OF Orange :SS

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, by Joe Snider, as Associate Director of New Cingular Wireless PCS, 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 1st day of May, 2025.



Amanda Schultz  
Signature of Notary Public  
State of Florida at Large  
Amanda Schultz  
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 Jackie 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.

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public

**NEW MEMORANDUM OF AGREEMENT  
EXHIBIT "1" - Page 1 of 3**

**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 426.56 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", an 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", an 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°36'16" 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.

Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

**Property Identification Number: 484206160012.**

**NEW MEMORANDUM OF AGREEMENT  
EXHIBIT "1" - Page 2 of 3**

**LEGAL DESCRIPTION OF TENANT SPACE ("LEASED PREMISES")**

Being a portion of that certain tract of land as described and recorded in Book 2681, Page 429, in the Office of the County Recorder, Broward County, Florida, and lying in the Southwest Quarter of Section 6, Township 48 South, Range 42 East, and being more particularly described as follows;  
Commencing at a Mag Nail in disk found at an interior corner of said certain tract of land, and having Florida East State Plane Coordinates of N:718926.94 E:918404.95; thence N 00°46'14" W, along the west line of said certain tract of land, a distance of 248.27 feet to a point, having Florida East State Plane Coordinates of N:719175.19 E:918401.62; thence N 00°46'21" W a distance of 36.79 feet to a point; thence N 89°14'45" E a distance of 67.49 feet to a point; thence S 00°45'15" E a distance of 34.16 feet to a point; thence along a curve to the left, having a chord bearing of S 61°50'24" W and a length of 18.26 feet, and a radius of 44.79 feet, a total arc length of 18.39 feet to a point; thence N 46°10'44" W a distance of 20.42 feet to a point; thence S 43°49'16" W a distance of 12.00 feet to a point; thence the Point of Beginning, having Florida East State Plane Coordinates of N:719175.39 E:918416.61; thence S 46°10'08" E a distance of 13.72 feet to a point; thence S 39°53'12" W a distance of 11.05 feet to a point; thence S 08°28'18" E a distance of 12.15 feet to a point; thence S 89°13'39" W a distance of 17.50 feet to a point; thence N 00°46'21" W a distance of 30.06 feet to a point; thence N 89°13'39" E a distance of 13.30 feet to the Point of Beginning. Said above described Lease Area contains 539.3 square feet or 0.01 acres, more or less.

**DESCRIPTION OF 25' ACCESS EASEMENT**

Being a portion of that certain tract of land as described and recorded in Book 2681, Page 429, in the Office of the County Recorder, Broward County, Florida, and lying in the Southwest Quarter of Section 6, Township 48 South, Range 42 East, and being more particularly described as follows;  
Commencing at a Mag Nail in disk found at an interior corner of said certain tract of land, and having Florida East State Plane Coordinates of N:718926.94 E:918404.95; thence N 00°46'14" W, along the west line of said certain tract of land, a distance of 248.27 feet to a point, having Florida East State Plane Coordinates of N:719175.19 E:918401.62; thence N 00°46'21" W a distance of 36.79 feet to a point; thence N 89°14'45" E a distance of 67.49 feet to a point; thence S 18°50'05" E a distance of 46.82 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 25 feet in width and lying 12.50 feet on each side of the following described centerline; thence along a curve to the left having a chord bearing of S 44°14'12" W and a length of 53.04 feet, and a radius of 37.50 feet, a total arc length of 58.92 feet to a point; thence S 00°46'21" E a distance of 210.00 feet to a point; thence along a curve to the right, having a chord bearing of S 44°14'11" W and a length of 53.04 feet, and a radius of 37.50 feet, a total arc length of 58.92 feet to a point; thence S 89°14'44" W a distance of 69.28 feet to a point; thence along a curve to the left, having a chord bearing of S 44°14'11" W, and a length of 53.04 feet, and a radius of 37.50 feet, a total arc length of 58.92 feet to a point; thence S 00°46'21" E a distance of 155.39 feet to a point; thence along a curve to the right, having a chord bearing of S 17°20'45" W and a length of 23.32 feet, and a radius of 37.50 feet, a total arc length of 23.72 feet to a point; thence S 35°27'51" W a distance of 9.85 feet to a point; thence along a curve to the left, having a chord bearing of S 17°20'45" W, a length of 23.32 feet, and a radius of 37.50 feet, a total arc length of 23.72 feet to a point; thence S 00°46'21" E a distance of 40.72 feet, more or less, to a point on the northern right of way line of Regency Lakes Boulevard, and the Point of Ending. Said above described Ingress/Egress & Utility Easement contains 17,735.6 square feet or 0.41 acres, more or less.

**NEW MEMORANDUM OF AGREEMENT  
EXHIBIT "1" - Page 3 of 3**

**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": 100 +/- FT. AGL**



**NEW CINGULAR WIRELESS PCS, LLC**

**ASSISTANT SECRETARY'S CERTIFICATE**

I, Paul M. Wilson, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

Joe Snider is authorized and empowered to execute and deliver in the name of and on behalf of the Company that certain Second Amendment to Space Lease Agreement between the City of Coconut Creek, Florida, and AT&T Wireless Services of Florida, Inc. dated April 8, 1999, attached hereto.

**IN WITNESS WHEREOF**, the undersigned has affixed his signature this 13rd day of March 2025.

A handwritten signature in blue ink that reads "Paul M. Wilson". The signature is written in a cursive, flowing style.

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Paul M. Wilson  
Assistant Secretary  
AT&T Mobility Corporation, as Manager of  
New Cingular Wireless PCS, LLC