

OWNER Site I.D.: Coconut Creek Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : 6FB1427M

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

This Third Amendment to the Lease Agreement dated August 10, 2006 (this "Amendment") is made this _____ day of _____, 2024, 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 **METROPCS FLORIDA, LLC**, a Delaware limited liability company, 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, as amended by First Amendment to Lease Agreement dated February 12, 2015, and the Second Amendment dated July 14, 2016 (hereinafter, collectively, 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, commonly referred to as Sabal Pines Park, and more fully described in the Agreement; and

WHEREAS, CITY and TENANT desire to amend the Agreement in order to modify TENANT's equipment on the Tower, which will not increase TENANT's loading factor on the Tower, and add a generator for emergency power located within TENANT's existing ground space; and

WHEREAS, CITY is willing to permit TENANT to modify its equipment within the existing leased space on the City's Tower without an increase in rent 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 shall remain in full force and effect, subject only to the 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, under Florida Law and its Home Rule Powers for the protection of the Public Health, Safety and Welfare of its citizens.

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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 Third Amendment as follows:

1. The recitations above are incorporated herein. Language changes to the Agreement as provided in this Third 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 correctly recognize the property that is currently leased, as well as clarify the existence of a non-exclusive easement area, commonly referred to as an ice-bridge, used by the TENANT to connect to the Tower, Section 1.01, within Section 1, "Real Property to be Leased," of the Agreement is hereby amended to read as follows:
 - 1.01 CITY shall lease to TENANT ~~that certain a one hundred ninety-two square foot (192 sq. ft.) specifically 16' by 12' parcel of real property, and a non-exclusive aerial easement encompassing 16.4 square feet (8'-1"x2')~~ connecting same to the subject Tower at an approximate elevation of 8 feet AGL for cable routing, situated in Sabal Pines Park located in Coconut Creek, Broward County, Florida (hereinafter referred to as the "Leased Premises"), and space adjacent to and/or on the Tower at the 90-foot height, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles along the paved roadways, including trucks, and non-exclusive utility easement for installation and maintenance of utility wires, cables, conduits and pipes, under or along twenty (20') foot wide right-of-way extending from nearest public right-of-way (more particularly described in Exhibit "B" "A-1" (and visually depicted in "B-1"). The leased property consisting of approximately 192 square feet (hereinafter referred to as the "Premises" and more particularly described in Exhibit "B") and right-of-way for access are hereinafter referred to as the "Property".
3. To clearly recognize the TENANT's leased space on the Tower, Section 1.02, will be added within Section 1, "Real Property to Be Leased," of the Agreement, to read as follows:
 - 1.02 CITY further leases to TENANT certain aerial space on the Tower at one hundred fifteen feet (115 ft.) above ground level ("AGL") as shown on Exhibit "D-3," attached hereto and incorporated herein (and referred to as "Tower Space").
4. To clearly provide for a non-exclusive underground utility easement that connects the leased space to an existing right-of-way, the following Section 1.03, will be added within Section 1, "Real Property to Be Leased," as follows:
 - 1.03 The CITY shall grant to TENANT, as a provision dependent upon the effectiveness of this lease, a Non-Exclusive Utility Easement ("Utility Easement"), more particularly described in Exhibit "A-1" (and visually depicted in "B-1") for the sole purpose of installation and maintenance of utility wires, cables, conduits and pipes, under the ground that connects the Leased

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Premises to an electrical transformer pad on the Land as visually depicted in Exhibit "B-1". CITY expressly reserves the right to install minor landscaping, irrigation, other utilities, limited asphalt or concrete parking areas and/or fencing within the Non-Exclusive Utility Easement, subject to the terms hereof. TENANT expressly accepts its obligation to mark its underground infrastructure therein consistent with Florida's "Underground Facility Damage Prevention and Safety Act." CITY further expressly reserves the right to relocate the Non-Exclusive Utility Easement in the CITY's sole discretion, and will provide notice to TENANT to relocate its underground facilities occupying said space within a specified timeframe. Any costs incurred by CITY to relocate TENANT's facilities will be billed to TENANT and become due at the same time and paid in the same manner as the immediately following rent payment. Upon natural expiration or earlier termination of this Agreement, the Non-Exclusive Utility Easement provided hereunder will be automatically extinguished, and TENANT shall be responsible (at its sole expense) for removal of its facilities therein. Facilities left within the former Non-Exclusive Utility Easement by TENANT or not relocated after Notice to Relocate has been provided under this paragraph, will be considered abandoned if same are not removed or properly relocated within the time specified by CITY in writing. Any 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, will be added within Section 1, "Real Property to Be Leased," as follows:

1.04 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 TENANT's ability to modify its ground equipment within the Leased Premises, Section 2.01 of the Agreement is hereby amended to read as follows:

2.01 TENANT shall use the Leased Premises Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of an equipment shelter, such telecommunications equipment as needed to meet TENANT's telecommunications needs and all necessary connecting appurtenances (sometimes collectively referred to herein as "TENANT's System"). TENANT, upon issuance of a revised Development Order by the City, and the City's prior written approval, may modify its antenna support structure but shall not increase the dead weight or windload of said antenna array and building(s); said approval shall not be unreasonably withheld by CITY. TENANT shall not have the right to make any installations outside the boundaries of the Leased Premises without first obtaining a formal amendment to this Agreement. Nothing herein is intended to waive any requirement to obtain a City permit consistent with Section 2.07, if and when applicable.

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7. To ensure that TENANT maintains the land in a manner consistent with the City's Code of Ordinances, Section 2.04 of the Agreement is hereby amended to read as follows:
 - 2.04 TENANT shall maintain the Leased Premises Property in a safe and workmanlike condition, and meet all the requirements imposed by ordinances of the CITY. This includes, but not limited to, maintenance of the interior compound area of the Leased Premises with regular landscaping, and to remove weeds and overgrowth and debris/trash. TENANT with required permitting or written approval from CITY, may add or replace and extend, as needed, ballpark netting to shield and safeguard TENANT's equipment from nearby sports fields and their uses. CITY disclaims any and all liability associated with TENANT's failure to protect its equipment against reasonable hazards or risks associated with the general use of the CITY's park. Nothing herein is intended to waive any requirement to obtain a City permit consistent with Section 2.07, if and when applicable.

8. To clarify TENANT obligations regarding use of Hazardous Materials, Section 4.02 of Section 4 of the Agreement, "Acknowledgement," is hereby amended to add the following sentence at the end of Section 4.02:

"...Notwithstanding the foregoing, TENANT is allowed to install and maintain a diesel-powered generator within the Leased Premises, provided that the fuel storage for same is in an approved double wall above-ground container either independent of the generator or contained within the generator, and/or any such other requirements as are deemed necessary by the City for safety purposes. At all times during the term of this Agreement, TENANT must comply with all regulations for safe storage, reporting, and mitigation/remediation related to this limited exception for use of diesel upon the Leased Premises. TENANT shall be solely responsible for all costs CITY may incur to mitigate or remediate a release of diesel resulting from TENANT's use of diesel under this limited exception, and same shall survive the termination of this Agreement. The City hereby modifies any earlier representations made as they may pertain to fuel and storage on the site, and further clarifies that the City may allow well insulated batteries and safely transported fuel for use by a CITY-approved emergency electrical generator(s) inside the lease premises of other tenants and for CITY's own purposes upon the Land. As such, CITY will not defend, indemnify, or hold harmless any tenant under this limited exception.

9. Section 5, "TERM OF AGREEMENT," of the Agreement is hereby amended to read as follows:
 - 5.01 Term: The initial term of this Agreement shall be ten (10) years commencing ~~upon the first to occur: (i) thirty (30) days after the issuance of a building permit for the commencement of installation by TENANT, or (ii) three (3) months from the date of execution of this Agreement by both TENANT and CITY on October 25, 2006~~ ("Commencement Date") and terminating on the tenth (10th) anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Section 7. TENANT shall have the right to extend the Term for three (3) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This paragraph in no

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way allows any use or the continued use of CITY's Land without proper certificate, permit and approval as required by federal, state and/or local authorities.

5.02 Renewals: ~~Such extensions~~ The Renewal Terms shall automatically occur unless TENANT gives written notice to the ~~other party~~ CITY of its intention not to extend this Agreement at least six (6) months prior to the end of the current term.

~~5.03 If, at the end of the last Renewal Term, this Agreement has not been terminated by either party giving to the other party written notice of its intention to terminate at least six (6) months prior to the end of the last Renewal Term, this Agreement shall remain in force and effect upon the same covenants, terms and conditions. This Agreement shall renew for annual terms thereafter on the same financial terms, including annual increases, unless terminated by either party by giving the other party written notice of its intention to terminate at least six (6) months prior to the end of such term.~~

10. Due to the City's limited resources during emergency situations, it has been determined that Section 6.02, concerning the option to buy access to an emergency generator, is repealed in its entirety, as follows:

~~6.02 Reserved. Emergency power connection: In consideration of the City providing access and the ability to connect to an emergency power supply, (a 500KW generator on site, when and if available), TENANT will pay a one time access and connection charge of Twenty Thousand and))/100 DOLLARS (\$20,000).~~

11. The Rent Abatement consideration previously provided for in the Second Amendment to Lease Agreement, dated July 14, 2016, pursuant to Section 6.04 within the Second Amendment, and incorporated thereby into the Agreement, has concluded and the full Rent Abatement was realized by TENANT as of September 30, 2018. Therefore, Section 6.04 is hereby deleted in its entirety as follows:

~~6.04 Reserved. Abatement Consideration: City shall abate Tenant, a total sum of Forty Five Thousand Four Hundred Fifty Dollars and 00 Cents (\$45,450.00), (the "Abatement") for the relocation and installation of a new platform for the City's equipment described in Exhibit D-2. Beginning on the first day of the month, after Tenant begins construction of the City's new platform, Tenant's Rent shall be reduced by fifty percent (50%) of the monthly Rent, until total Abatement is realized in full by Tenant.~~

12. To address changes in the Agreement's term, Section 7.04 within Section 7, "Termination," of the Agreement is hereby amended to read as follows:

~~7.04 CITY may terminate t~~ This Agreement will automatically terminate at the end of the last Renewal Term third (3rd) term (i.e. after a period of twenty-five (2025) years from the Commencement Date, with sixty (60) days written notice to TENANT.

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13. To clarify the City's rights and its public interest in mitigating liabilities, Section 8.03 of the Agreement within Section 8, "Indemnification," is hereby repealed in its entirety.
14. To ensure that Section 12 of the Agreement is updated with current language to carry out the wishes of the parties as it relates to venue, the parties agree to amendment Section 12.02 of the Agreement to read as follows:
 - 12.02 Any claim, objection or disputes arising out of the terms of this Agreement shall be litigated exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida, and any matters for federal review exclusively in the United States District Court for the Southern District of Florida.
15. Section 16, "NOTICES," of the Agreement is hereby amended to read as follows:
 - 16.01 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's Tower Manager:
CityScape Consultants, Inc.
2423 S Orange Ave #317
Orlando, FL 32806
Attention: Contract Administrator

With copy to:
CITY OF COCONUT CREEK
4800 West Copans Road
Coconut Creek, FL 33063
Attn: City Manager

As to TENANT:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site ID: 6FB1427M

16. To update and clarify the operative exhibits of the Agreement, the below listing and descriptions are intended by the parties to be the current and correct exhibits:
 - (1) Exhibit A of the Agreement is deleted in its entirety and replaced with Exhibit A-1, attached hereto and made apart hereof. Any references throughout the Agreement to Exhibit A, will now be read to mean Exhibit A-1. Exhibit A-1 is intended by the parties to contain the legal descriptions of the interests in land discussed in the Agreement.

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- (2) Exhibit B of the Agreement is deleted in its entirety and replaced with Exhibit B-1, attached hereto and made apart hereof. Any references throughout the Agreement to Exhibit B, will now be read to mean 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.
 - (3) Exhibit C to the Agreement (which was never recorded in its original form) and City Commission Ordinance 2015-002 under instrument number 112877052 recorded March 19, 2015 in the Official Records of Broward County, Florida, are both hereby deleted in their entirety, and replaced with Exhibit C-1, "New Memorandum of Agreement," to be recorded in the official records books of Broward County, Florida. Any references throughout the Agreement to Exhibit C, will now be read to mean Exhibit C-1. Exhibit C-1 is intended by the parties to contain the updated document that, upon full execution, will be recorded in the Broward County Official Records Books.
 - (4) On August 10, 2006, the parties adopted Exhibit D to the Original Lease Agreement, which was later amended and replaced by Exhibit D-1 to the First Amendment to the Lease Agreement on February 12, 2015, and later amended and replaced again by Exhibit D-2 to the Second Amendment to the Lease Agreement on July 14, 2016. Through this Third Amendment to the Lease Agreement, Exhibits D, D-1, and D-2 are all hereby deleted in their entirety and replaced with Exhibit D-3. Any references throughout the Agreement to Exhibit D, D-1, and D-2, will now be read to mean Exhibit D-3. Exhibit D-3 is intended by the parties to contain the updated equipment listing, frequencies, and diagrams of antenna and ground layouts, as authorized by the Agreement.
17. A material aspect of this Third 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 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 radiofrequency emissions.
 18. TENANT acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications.
 19. 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.
 20. 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 agreement, promises or understandings shall be binding upon either the CITY or TENANT in any dispute, controversy or proceeding at law, and any addition,

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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 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.

- 21. All remaining provisions of the Agreement, First Amendment and Second Amendment thereto not inconsistent with this Third Amendment shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto. In the event of a conflict between the terms and conditions of this Third Amendment and the terms and conditions of the Original Lease Agreement, the First Amendment, or Second Amendment, the terms and conditions of this Third Amendment shall govern.

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

CITY:

CITY OF COCONUT CREEK, a
municipal corporation

ATTEST

Joseph J. Kavanagh, City Clerk

, Mayor

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney

[Tenant Signatures to follow]

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TENANT:

MetroPCS FLORIDA, LLC,
A Delaware limited liability company

DocuSigned by:
Nadine Harrison
6441EE423AEF4B7

Witness

Nadine Harrison

Print

DocuSigned by:
Muhammed (Matt) Thabet
C8DE95C31F3E42A

By:

Print Name: Muhammed (Matt) Thabet

Title: Director, Network Engineering & Ops

DocuSigned by:
Kelly Williamson
0900070FEC94111

Witness

kelly williamson

Print:



DocuSigned by:
Christine Lopez
F1E2D9342F4B4F4

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 _____, as the _____, of MetroPCS Florida, 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 _____, 2024.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

[Exhibits to follow]

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EXHIBIT A-1
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to the Third Amendment dated _____, 2024, by and between the City of Coconut Creek, a municipal corporation, as CITY, and METROPICS FLORIDA, LLC, a Delaware limited liability company, as TENANT.

LEGAL DESCRIPTION OF PARENT TRACT:

BANYAN TRAILS 154-3 B POR PAR C DESC IN OR 29118/1106, PAR D & E TOG WITH COCO LAKES 155-25 B PAR B & WINSTON PARK SEC TWO 136-1 B, TR B & 100 FT CANAL LESS POR DESC AS: COMM MOST NLY NW COR TR B,E 149.01 TO POB, S 115.80,NW 84.85,NWLY 17.48, NWLY 45.88,NWLY 25.82,N 36.20,E 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.

Also known as:

ALL OF TRACT "B" AND THAT CERTAIN 100 FOOT CANAL RIGHT-OF-WAY AS SHOWN ON WINSTON PARK SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 136, PAGE 1 OF SAID PUBLIC RECORDS, TOGETHER WITH ALL OF PARCEL "E" AND A PORTION OF PARCEL "C" AS SHOWN ON BANYAN TRAILS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 154, PAGE 3, OF SAID PUBLIC RECORDS, TOGETHER WITH ALL OF PARCEL "B", COCO LAKES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT ROAD RESERVATION AS VACATED BY OFFICIAL RECORDS BOOK 15870, PAGE 4 OF SAID PUBLIC RECORDS, TOGETHER WITH A PORTION OF THAT CERTAIN ROAD RESERVATION AS SHOWN OF THE PLAT OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 3, PAGES 45 THRU 54 (INCLUSIVE) OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: SEE NOTE BELOW

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B", ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL "E"; THENCE SOUTH 00°30'22" EAST, A DISTANCE OF 1078.85 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 25°41'49", A DISTANCE OF 289.84 FEET; THENCE NORTH 70°02'00" WEST, NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 239.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 491.00 FEET AND A CENTRAL ANGLE OF 37°00'06", A DISTANCE OF 317.08 FEET; THENCE NORTH 67°02'30" WEST, NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 744.70 FEET; THENCE NORTH 62°01'16" WEST, A DISTANCE OF 94.84 FEET; THENCE NORTH 81°02'06" WEST, A DISTANCE OF 202.30 FEET; THENCE SOUTH 42°06'10" WEST, A DISTANCE OF 31.40 FEET; THENCE NORTH 81°02'40" WEST, A DISTANCE OF 145.88 FEET; THENCE SOUTH 25°02'25" WEST, A DISTANCE OF 126.68 FEET; THENCE SOUTH 52°09'35" WEST, A DISTANCE OF 226.06 FEET; THENCE SOUTH 39°00'04" WEST, A DISTANCE OF 119.84 FEET; THENCE NORTH 57°08'09" WEST, ALONG THE SOUTHWEST BOUNDARY OF SAID PARCEL "E" AND THE SOUTHEASTERLY PROJECTION THEREOF, A DISTANCE OF 403.56 FEET TO THE SOUTHEAST CORNER OF LOT 54 OF SAID WINSTON PARK SECTION TWO; THENCE NORTH 00°01'54" WEST, ALONG THE EAST BOUNDARY OF SAID LOT 54 AND THE NORTHERLY PROJECTION THEREOF, ALSO BEING ALONG THE WEST BOUNDARY OF SAID PARCEL "E", A DISTANCE OF 674.88 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "E"; THENCE NORTH 89°07'06" EAST, ALONG THE NORTH BOUNDARY OF SAID PARCEL "E" AND CONTINUING ALONG THE NORTH BOUNDARY OF SAID PARCEL "D", A DISTANCE OF 1815.69 FEET TO THE INTERSECTION WITH THE INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WEST BOUNDARY OF SAID TRACT "B"; THENCE NORTH 00°00'52" WEST, ALONG SAID SOUTHERLY PROJECTION, A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "B"; THENCE CONTINUE NORTH 00°00'22" WEST ALONG SAID WEST BOUNDARY OF TRACT "B", A DISTANCE OF 872.34 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY OF WINSTON PARK BOULEVARD AS SHOWN ON SAID WINSTON PARK SECTION TWO, THE RADIUS POINT OF THE NEXT DESCRIBED CURVE BEARS NORTH 43°07'21" WEST FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG SAID WINSTON PARK BOULEVARD RIGHT-OF-WAY, HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF 00°02'39", A DISTANCE OF 2.50 FEET; THENCE NORTH 50°02'27" EAST, NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 84.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 59°02'28", A DISTANCE OF 25.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 72°02'31", A DISTANCE OF 114.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 38°08'07", A DISTANCE OF 16.71 FEET TO THE POINT OF TANGENCY; THENCE NORTH 84°02'31" EAST, A DISTANCE OF 119.16 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "B", THE RADIUS POINT OF THE NEXT DESCRIBED CURVE BEARS SOUTH 08°02'01" WEST FROM SAID CORNER; THENCE EASTERLY SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 80°05'37", A DISTANCE OF 379.87 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'22" EAST, A DISTANCE OF 339.95 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE WESTERLY BOUNDARY OF N.W. 39th AVENUE AS SHOWN ON SAID COCO LAKES PLAT.

* NOTE: PARCEL "D", BANYAN TRAILS, PLAT BOOK 154, PAGE 3 AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WAS NOT INCLUDED IN DESCRIPTION CAPTION AND SHOULD BE.

CONTAINING 54.158 ACRES, MORE OR LESS.

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LEGAL DESCRIPTION FOR TENANT GROUND SPACE ("LEASED PREMISES"):

A PARCEL OF LAND BEING A PORTION OF PARCEL "D" AND PARCEL "E", BANYAN TRAILS, AS RECORDED IN PLAT BOOK 154, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "D";
THENCE ON A PLAT BEARING OF S00°50'22"E ALONG THE EAST LINE OF PARCEL "D", A DISTANCE OF 95.09 FEET;
THENCE S89°09'38"W A DISTANCE OF 4.63 FEET TO THE POINT OF BEGINNING;
THENCE N60°42'25"W A DISTANCE OF 16.00 FEET;
THENCE N29°17'35"E A DISTANCE OF 12.00 FEET;
THENCE S60°42'25"E A DISTANCE OF 16.00 FEET;
THENCE S29°17'35"W A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING;
SAID PARCEL OF LAND SITUATE WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 192.0 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION FOR TENANT NON-EXCLUSIVE UTILITY EASEMENT:

A PARCEL OF LAND BEING A PORTION OF PARCEL "D" AND PARCEL "E", BANYAN TRAILS, AS RECORDED IN PLAT BOOK 154, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "D";
THENCE ON A PLAT BEARING OF S00°50'22"E ALONG THE EAST LINE OF PARCEL "D", A DISTANCE OF 95.09 FEET;
THENCE S89°09'38"W A DISTANCE OF 4.63 FEET TO THE POINT OF BEGINNING;
THENCE N29°17'35"E A DISTANCE OF 12.00 FEET;
THENCE N79°31'44"E A DISTANCE OF 27.97 FEET;
THENCE S65°44'36"E A DISTANCE OF 27.15 FEET;
THENCE S84°42'59"E A DISTANCE OF 56.40 FEET;
THENCE N74°02'04"E A DISTANCE OF 86.84 FEET;
THENCE N23°32'02"E A DISTANCE OF 30.29 FEET;
THENCE N00°14'14"W A DISTANCE OF 117.42 FEET;
THENCE N09°44'18"W A DISTANCE OF 82.00 FEET;
THENCE N37°08'16"W A DISTANCE OF 29.72 FEET;
THENCE S90°00'00"W A DISTANCE OF 36.25 FEET;
THENCE N00°00'00"E A DISTANCE OF 10.00 FEET;
THENCE N90°00'00"E A DISTANCE OF 41.22 FEET;
THENCE S37°08'16"E A DISTANCE OF 37.13 FEET;
THENCE S09°44'18"E A DISTANCE OF 85.27 FEET;
THENCE S00°14'14"E A DISTANCE OF 82.22 FEET;
THENCE N74°58'02"E A DISTANCE OF 35.69 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF N.W. 39TH AVENUE;
THENCE S00°50'22"E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 10.31 FEET;
THENCE S74°58'02"W A DISTANCE OF 35.81 FEET;
THENCE S00°14'14"E A DISTANCE OF 27.79 FEET;
THENCE S23°32'02"W A DISTANCE OF 37.11 FEET;
THENCE S74°02'04"W A DISTANCE OF 93.43 FEET;
THENCE N84°42'59"W A DISTANCE OF 59.95 FEET;
THENCE N65°44'36"W A DISTANCE OF 27.05 FEET;
THENCE S79°31'44"W A DISTANCE OF 31.40 FEET TO THE POINT OF BEGINNING;
SAID PARCEL OF LAND SITUATE WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 5,469.27 SQUARE FEET, MORE OR LESS.

OWNER Site I.D.: Coconut Creek Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : 6FB1427M

EXHIBIT A-1
Page 3 of 3

LEGAL DESCRIPTION FOR TENANT NON-EXCLUSIVE ACCESS EASEMENT:

VARIABLE WIDTH NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT

THAT PART OF PARCEL "D" AND PARCEL "E", BANYAN TRAILS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 154, PAGE 3, AND THAT PART OF TRACT "B", WINSTON PARK SECTION TWO, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 136, PAGE 1, AND THAT PART OF PARCEL "B", COCO LAKES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 155, PAGE 25, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING WITHIN 5 FEET OF BOTH SIDES OF (10 FEET WIDE PORTION) OR 10 FEET OF BOTH SIDES OF (20 FEET WIDE PORTION) A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL "D", BANYAN TRAILS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 154, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°50'22" EAST ALONG THE EAST LINE OF SAID PARCEL "D" FOR 95.09 FEET; THENCE SOUTH 89°09'38" WEST FOR 4.63 FEET TO THE SOUTHERLY CORNER OF A 12 FOOT BY 16 FOOT T-MOBILE LEASE PARCEL; THENCE NORTH 29°17'35" EAST ALONG THE SOUTHEASTERLY LINE OF SAID T-MOBILE LEASE PARCEL FOR 5.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE 10 FOOT WIDE PORTION OF THE HEREIN DESCRIBED VARIABLE WIDTH NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE SOUTH 60°42'25" EAST FOR 5.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET SOUTHEASTERLY OF SAID SOUTHEASTERLY LINE; THENCE NORTH 29°17' 35" EAST ALONG SAID PARALLEL LINE FOR 12.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF SAID T-MOBILE LEASE PARCEL; THENCE NORTH 60°42'25" WEST ALONG SAID PARALLEL LINE FOR 16.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF A 20 FEET BY 40 FEET VERIZON LEASE PARCEL; THENCE NORTH 29°17'35" EAST ALONG SAID PARALLEL LINE FOR 8.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF SAID VERIZON LEASE PARCEL; THENCE NORTH 60°42'25" WEST ALONG SAID PARALLEL LINE FOR 50.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF SAID VERIZON LEASE PARCEL; THENCE SOUTH 29°17'35" WEST ALONG SAID PARALLEL LINE FOR 15.00 FEET TO POINT "A"; THENCE CONTINUE SOUTH 29°17'35" WEST ALONG SAID PARALLEL LINE FOR 10.00 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID VERIZON LEASE PARCEL AND THE POINT OF TERMINUS OF THE CENTERLINE OF THE 10 FOOT WIDE PORTION OF THE HEREIN DESCRIBED VARIABLE WIDTH NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE RETURN TO SAID POINT 'A' AND THE POINT OF BEGINNING OF THE CENTERLINE OF THE 20 FOOT WIDE PORTION OF THE HEREIN DESCRIBED VARIABLE WIDTH NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE NORTH 60°42'25" WEST FOR 5.00 FEET; THENCE NORTH 00°53'16" WEST FOR 46.78 FEET; THENCE NORTH 89°53'25" WEST FOR 117.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°02'03" AND A CHORD OF 21.03 FEET THAT BEARS NORTH 45°22'24" WEST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 23.31 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°51'24" WEST FOR 113.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°03'24" AND A CHORD OF 21.22 FEET THAT BEARS NORTH 45°53'06" WEST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 23.58 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°05'14" WEST FOR 59.57 FEET; THENCE NORTH 00°40'42" WEST FOR 112.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 89°24'03" AND A CHORD OF 260.26 FEET THAT BEARS NORTH 44°01'19" EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 288.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°43'20" EAST FOR 114.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 29°22'51" AND A CHORD OF 88.76 FEET THAT BEARS SOUTH 76°35'15" EAST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 89.74 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 28°53'58" AND A CHORD OF 87.34 FEET THAT BEARS SOUTH 76°20'48" EAST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 88.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°12'12" EAST FOR 45.93 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 39TH AVENUE (60 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 22,712 SQUARE FEET (0.521 ACRES), MORE OR LESS.

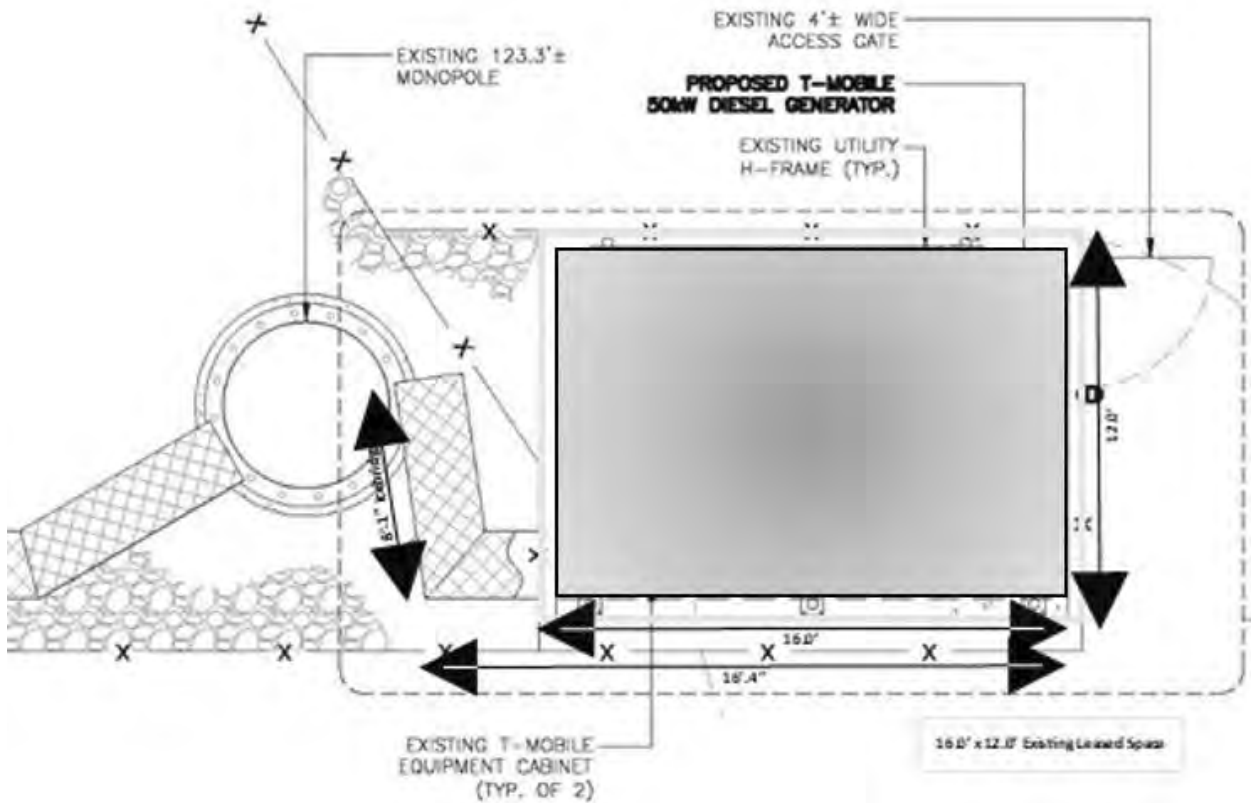
TENANT AERIAL OCCUPANCY ("Tower Space"):
115 ft. AGL

OWNER Site I.D.: Coconut Creek Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : 6FB1427M

EXHIBIT B-1
Page 1 of 4

to the Third Amendment dated _____, 2024, by and between the City of Coconut Creek, a municipal corporation, as CITY, and METROPCS FLORIDA, LLC, a Delaware limited liability company, as TENANT.

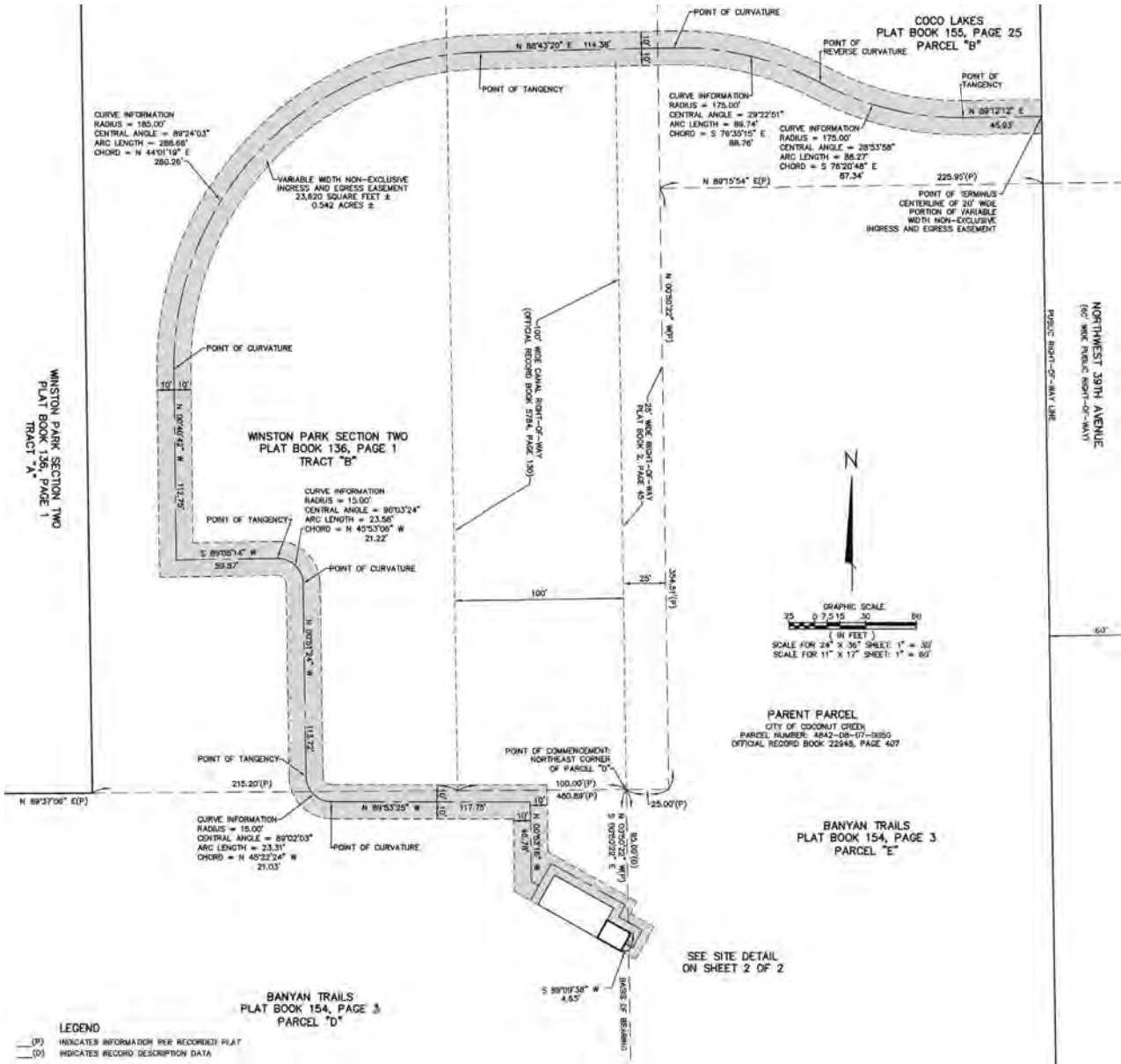
VISUAL DEPICTION OF TENANT'S LEASED PREMISES
(*Labeled as T-Mobile Lease Parcel)



OWNER Site I.D.: Coconut Creek Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : 6FB1427M

EXHIBIT B-1 Page 3 of 4

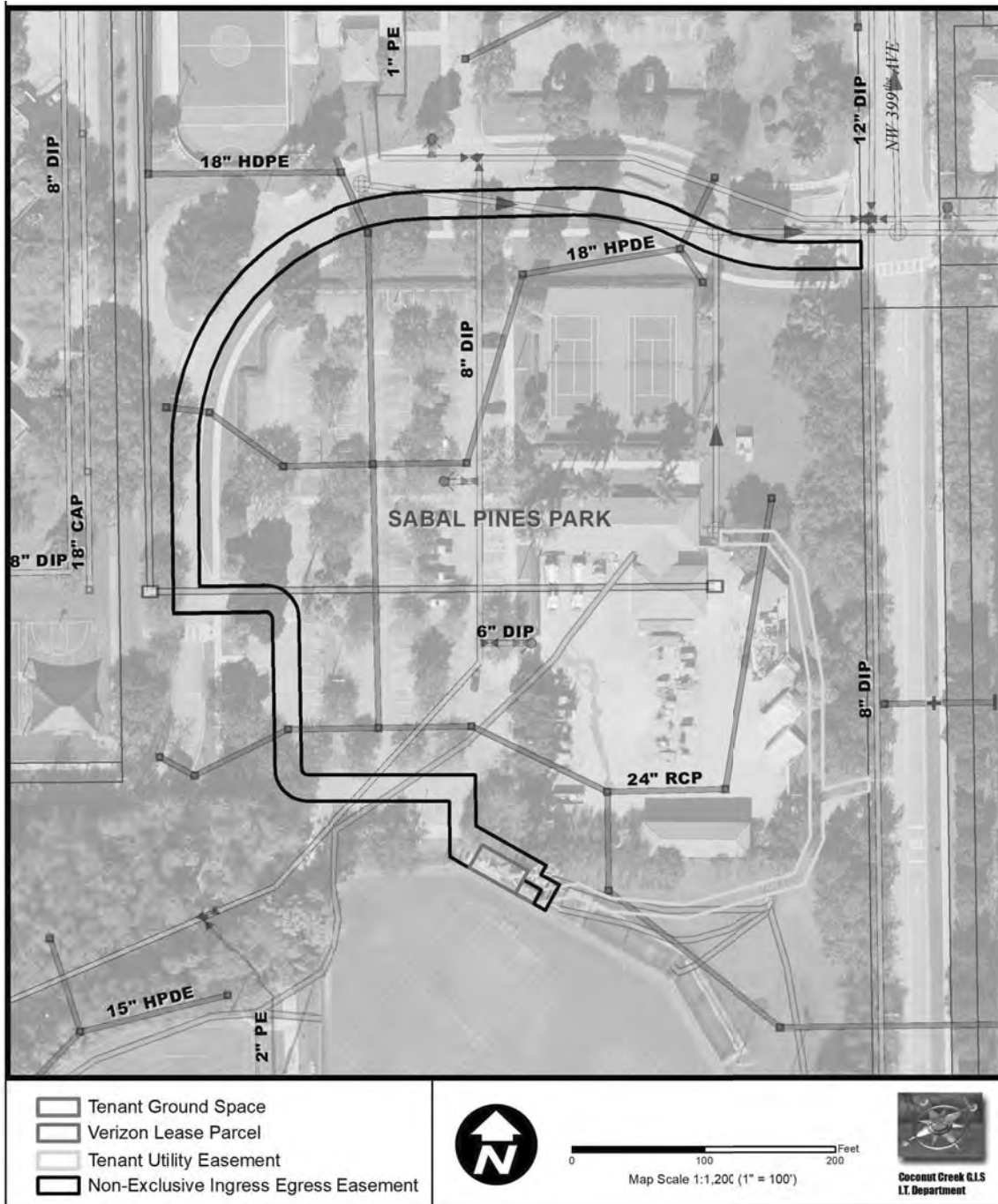
TENANT NON-EXCLUSIVE ACCESS EASEMENT:



OWNER Site I.D.: Coconut Creek Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : 6FB1427M

EXHIBIT B-1 Page 4 of 4

General Overlay Depiction via City's GIS:



OWNER Site I.D.: Coconut Creek Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : 6FB1427M

EXHIBIT C-1
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to the Third Amendment dated _____, 2024, by and between the City of Coconut Creek, a municipal corporation, as CITY, and METROPCS FLORIDA, LLC, a Delaware limited liability company, as TENANT.

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

T-Mobile USA Inc
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance / Site 6FB1427M

NEW MEMORANDUM OF AGREEMENT

This New Memorandum of Agreement is entered into on _____, 2024, 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 MetroPCS Florida, LLC, a Delaware limited liability company, with an office located at 12920 SE 38 Street, Bellevue, WA 98006 (hereinafter referred to as "Tenant").

1. Owner and Tenant entered into a Lease Agreement ("Lease") dated August 10, 2006 ("Effective Date"), together with a First Amendment dated February 12, 2015 ("First Amendment"), and a Second Amendment dated July 14, 2016 ("Second Amendment") (collectively, the Lease, First Amendment, and Second Amendment are the "Agreement") for the purpose of Tenant undertaking certain investigations and tests and installing, operating, and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. Owner and Tenant have amended the Agreement by a Third Amendment dated _____, 2024, and wish to adopt this Memorandum as more fully set forth herein.
3. The term of Tenant's tenancy under the Agreement as amended by the First Amendment is for ten (10) years commencing October 25, 2006 (the "Commencement Date") and terminating on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, with three (3) consecutive five (5) year options to renew.
4. The Land that is the subject of the Agreement is described in Exhibit "A-1" attached hereto. The portion of the Land being leased to Tenant (the "Leased Premises") and all necessary access and utility easements (the "Access Easement & "Utility Easement") are also described in Exhibit "A-1" attached hereto and incorporated herein by reference.

[Signatures to follow]

OWNER Site I.D.: Coconut Creek Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : 6FB1427M

EXHIBIT C-1
Page 2 of 6

to the Third Amendment dated _____, 2024, by and between the City of Coconut Creek, a municipal corporation, as CITY, and METROPCS FLORIDA, LLC, a Delaware limited liability company, as TENANT.

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

OWNER/LANDLORD:

TENANT:

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

MetroPCS Florida, LLC, a Delaware limited liability company

By: [EXHIBIT ONLY]

By: [EXHIBIT ONLY]

Name: _____

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

[EXHIBIT ONLY]
City Clerk

Approved as to Legal Form and Sufficiency:

[EXHIBIT ONLY]
City Attorney

[Notary signatures to follow]

OWNER Site I.D.: Coconut Creek Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : 6FB1427M

EXHIBIT C-1
Page 3 of 6

CORPORATE ACKNOWLEDGEMENT

STATE OF [EXHIBIT ONLY] :
:SS
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 _____, as _____ of MetroPCS Florida, 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 _____, 2024.

[EXHIBIT ONLY]

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

STATE OF [EXHIBIT ONLY] :
:SS
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 _____ 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 _____, 2024.

[EXHIBIT ONLY]

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

OWNER Site I.D.: Coconut Creek Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : 6FB1427M

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

LEGAL DESCRIPTION OF THE LAND, PREMISES, & PROPERTY

LEGAL DESCRIPTION OF PARENT TRACT:

BANYAN TRAILS 154-3 B POR PAR C DESC IN OR 29118/1106, PAR D & E TOG WITH COCO LAKES 155-25 B PAR B & WINSTON PARK SEC TWO 136-1 B, TR B & 100 FT CANAL LESS POR DESC AS: COMM MOST NLY NW COR TR B,E 149.01 TO POB, S 115.80,NW 84.85,NWLY 17.48, NWLY 45.88,NWLY 25.82,N 36.20,E 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.

Also known as:

ALL OF TRACT "B" AND THAT CERTAIN 100 FOOT CANAL RIGHT-OF-WAY AS SHOWN ON WINSTON PARK SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 135, PAGE 1 OF SAID PUBLIC RECORDS, TOGETHER WITH ALL OF PARCEL "E" AND A PORTION OF PARCEL "C" AS SHOWN ON BANYAN TRAILS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 154, PAGE 3, OF SAID PUBLIC RECORDS, TOGETHER WITH ALL OF PARCEL "B", COCO LAKES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT ROAD RESERVATION AS VACATED BY OFFICIAL RECORDS BOOK 15870, PAGE 4 OF SAID PUBLIC RECORDS, TOGETHER WITH A PORTION OF THAT CERTAIN ROAD RESERVATION AS SHOWN OF THE PLAT OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 3, PAGES 45 THRU 54 (INCLUSIVE) OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:" SEE NOTE BELOW

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B", ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL "E"; THENCE SOUTH 00°30'22" EAST, A DISTANCE OF 1078.85 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 25°41'49", A DISTANCE OF 289.84 FEET; THENCE NORTH 70°00'00" WEST, NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 239.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 491.00 FEET AND A CENTRAL ANGLE OF 37°09'06", A DISTANCE OF 317.09 FEET; THENCE NORTH 67°00'30" WEST, NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 744.70 FEET; THENCE NORTH 62°00'15" WEST, A DISTANCE OF 94.84 FEET; THENCE NORTH 81°00'06" WEST, A DISTANCE OF 202.30 FEET; THENCE SOUTH 42°05'10" WEST, A DISTANCE OF 31.40 FEET; THENCE NORTH 81°00'40" WEST, A DISTANCE OF 145.88 FEET; THENCE SOUTH 25°00'25" WEST, A DISTANCE OF 126.58 FEET; THENCE SOUTH 52°00'35" WEST, A DISTANCE OF 226.06 FEET; THENCE SOUTH 39°00'04" WEST, A DISTANCE OF 119.84 FEET; THENCE NORTH 57°00'08" WEST, ALONG THE SOUTHWEST BOUNDARY OF SAID PARCEL "E" AND THE SOUTHEASTERLY PROJECTION THEREOF, A DISTANCE OF 403.56 FEET TO THE SOUTHEAST CORNER OF LOT 54 OF SAID WINSTON PARK SECTION TWO; THENCE NORTH 00°00'54" WEST, ALONG THE EAST BOUNDARY OF SAID LOT 54 AND THE NORTHERLY PROJECTION THEREOF, ALSO BEING ALONG THE WEST BOUNDARY OF SAID PARCEL "E", A DISTANCE OF 674.88 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "E"; THENCE NORTH 69°00'06" EAST, ALONG THE NORTH BOUNDARY OF SAID PARCEL "E" AND CONTINUING ALONG THE NORTH BOUNDARY OF SAID PARCEL "D", A DISTANCE OF 1815.63 FEET TO THE INTERSECTION WITH THE INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WEST BOUNDARY OF SAID TRACT "B"; THENCE NORTH 00°00'52" WEST, ALONG SAID SOUTHERLY PROJECTION, A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "B"; THENCE CONTINUE NORTH 00°00'22" WEST ALONG SAID WEST BOUNDARY OF TRACT "B", A DISTANCE OF 872.34 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY OF WINSTON PARK BOULEVARD AS SHOWN ON SAID WINSTON PARK SECTION TWO, THE RADIUS POINT OF THE NEXT DESCRIBED CURVE BEARS NORTH 43°07'21" WEST FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG SAID WINSTON PARK BOULEVARD RIGHT-OF-WAY, HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF 00°00'39", A DISTANCE OF 2.50 FEET; THENCE NORTH 60°02'27" EAST, NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 84.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 59°00'28", A DISTANCE OF 25.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 72°02'31", A DISTANCE OF 114.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 38°00'07", A DISTANCE OF 16.71 FEET TO THE POINT OF TANGENCY; THENCE NORTH 84°00'31" EAST, A DISTANCE OF 119.16 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "B", THE RADIUS POINT OF THE NEXT DESCRIBED CURVE BEARS SOUTH 08°00'01" WEST FROM SAID CORNER; THENCE EASTERLY SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 80°00'37", A DISTANCE OF 379.87 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'22" EAST, A DISTANCE OF 339.95 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE WESTERLY BOUNDARY OF N.W. 39th AVENUE AS SHOWN ON SAID COCO LAKES PLAT.

* NOTE: PARCEL "D", BANYAN TRAILS, PLAT BOOK 154, PAGE 3 AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WAS NOT INCLUDED IN DESCRIPTION CAPTION AND SHOULD BE,

CONTAINING 54.158 ACRES, MORE OR LESS.

OWNER Site I.D.: Coconut Creek Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : 6FB1427M

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

LEGAL DESCRIPTION FOR TENANT GROUND SPACE ("LEASED PREMISES"):

A PARCEL OF LAND BEING A PORTION OF PARCEL "D" AND PARCEL "E", BANYAN TRAILS, AS RECORDED IN PLAT BOOK 154, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "D";
THENCE ON A PLAT BEARING OF S00°50'22"E ALONG THE EAST LINE OF PARCEL "D", A DISTANCE OF 95.09 FEET;
THENCE S89°09'38"W A DISTANCE OF 4.63 FEET TO THE POINT OF BEGINNING;
THENCE N60°42'25"W A DISTANCE OF 16.00 FEET;
THENCE N29°17'35"E A DISTANCE OF 12.00 FEET;
THENCE S60°42'25"E A DISTANCE OF 16.00 FEET;
THENCE S29°17'35"W A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING;
SAID PARCEL OF LAND SITUATE WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 192.0 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION FOR TENANT NON-EXCLUSIVE UTILITY EASEMENT:

A PARCEL OF LAND BEING A PORTION OF PARCEL "D" AND PARCEL "E", BANYAN TRAILS, AS RECORDED IN PLAT BOOK 154, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "D";
THENCE ON A PLAT BEARING OF S00°50'22"E ALONG THE EAST LINE OF PARCEL "D", A DISTANCE OF 95.09 FEET;
THENCE S89°09'38"W A DISTANCE OF 4.63 FEET TO THE POINT OF BEGINNING;
THENCE N29°17'35"E A DISTANCE OF 12.00 FEET;
THENCE N79°31'44"E A DISTANCE OF 27.97 FEET;
THENCE S65°44'36"E A DISTANCE OF 27.15 FEET;
THENCE S84°42'59"E A DISTANCE OF 56.40 FEET;
THENCE N74°02'04"E A DISTANCE OF 86.84 FEET;
THENCE N23°32'02"E A DISTANCE OF 30.29 FEET;
THENCE N00°14'14"W A DISTANCE OF 117.42 FEET;
THENCE N09°44'18"W A DISTANCE OF 82.00 FEET;
THENCE N37°08'16"W A DISTANCE OF 29.72 FEET;
THENCE S90°00'00"W A DISTANCE OF 36.25 FEET;
THENCE N00°00'00"E A DISTANCE OF 10.00 FEET;
THENCE N90°00'00"E A DISTANCE OF 41.22 FEET;
THENCE S37°08'16"E A DISTANCE OF 37.13 FEET;
THENCE S09°44'18"E A DISTANCE OF 85.27 FEET;
THENCE S00°14'14"E A DISTANCE OF 82.22 FEET;
THENCE N74°58'02"E A DISTANCE OF 35.69 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF N.W. 39TH AVENUE;
THENCE S00°50'22"E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 10.31 FEET;
THENCE S74°58'02"W A DISTANCE OF 35.81 FEET;
THENCE S00°14'14"E A DISTANCE OF 27.79 FEET;
THENCE S23°32'02"W A DISTANCE OF 37.11 FEET;
THENCE S74°02'04"W A DISTANCE OF 93.43 FEET;
THENCE N84°42'59"W A DISTANCE OF 59.95 FEET;
THENCE N65°44'36"W A DISTANCE OF 27.05 FEET;
THENCE S79°31'44"W A DISTANCE OF 31.40 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 5,469.27 SQUARE FEET, MORE OR LESS.

OWNER Site I.D.: Coconut Creek Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : 6FB1427M

EXHIBIT C-1
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NEW MEMORANDUM OF AGREEMENT
EXHIBIT "A-1"
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LEGAL DESCRIPTION FOR TENANT NON-EXCLUSIVE ACCESS EASEMENT:

VARIABLE WIDTH NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT

THAT PART OF PARCEL "D" AND PARCEL "E", BANYAN TRAILS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 154, PAGE 3, AND THAT PART OF TRACT "B", WINSTON PARK SECTION TWO, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 136, PAGE 1, AND THAT PART OF PARCEL "B", COCO LAKES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 155, PAGE 25, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING WITHIN 5 FEET OF BOTH SIDES OF (10 FEET WIDE PORTION) OR 10 FEET OF BOTH SIDES OF (20 FEET WIDE PORTION) A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL "D", BANYAN TRAILS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 154, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°50'22" EAST ALONG THE EAST LINE OF SAID PARCEL "D" FOR 95.09 FEET; THENCE SOUTH 89°08'38" WEST FOR 4.63 FEET TO THE SOUTHERLY CORNER OF A 12 FOOT BY 16 FOOT T-MOBILE LEASE PARCEL; THENCE NORTH 29°17'35" EAST ALONG THE SOUTHEASTERLY LINE OF SAID T-MOBILE LEASE PARCEL FOR 5.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE 10 FOOT WIDE PORTION OF THE HEREIN DESCRIBED VARIABLE WIDTH NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE SOUTH 60°42'25" EAST FOR 5.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET SOUTHEASTERLY OF SAID SOUTHEASTERLY LINE; THENCE NORTH 29°17'35" EAST ALONG SAID PARALLEL LINE FOR 12.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF SAID T-MOBILE LEASE PARCEL; THENCE NORTH 60°42'25" WEST ALONG SAID PARALLEL LINE FOR 16.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF A 20 FEET BY 40 FEET VERIZON LEASE PARCEL; THENCE NORTH 29°17'35" EAST ALONG SAID PARALLEL LINE FOR 8.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF SAID VERIZON LEASE PARCEL; THENCE NORTH 60°42'25" WEST ALONG SAID PARALLEL LINE FOR 50.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF SAID VERIZON LEASE PARCEL; THENCE SOUTH 29°17'35" WEST ALONG SAID PARALLEL LINE FOR 15.00 FEET TO POINT "A"; THENCE CONTINUE SOUTH 29°17'35" WEST ALONG SAID PARALLEL LINE FOR 10.00 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID VERIZON LEASE PARCEL AND THE POINT OF TERMINUS OF THE CENTERLINE OF THE 10 FOOT WIDE PORTION OF THE HEREIN DESCRIBED VARIABLE WIDTH NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE RETURN TO SAID POINT "A" AND THE POINT OF BEGINNING OF THE CENTERLINE OF THE 20 FOOT WIDE PORTION OF THE HEREIN DESCRIBED VARIABLE WIDTH NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE NORTH 60°42'25" WEST FOR 5.00 FEET; THENCE NORTH 00°53'18" WEST FOR 46.78 FEET; THENCE NORTH 89°53'25" WEST FOR 117.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°02'03" AND A CHORD OF 21.03 FEET THAT BEARS NORTH 45°22'24" WEST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 23.31 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°51'24" WEST FOR 113.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°03'24" AND A CHORD OF 21.22 FEET THAT BEARS NORTH 45°53'06" WEST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 23.58 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°05'14" WEST FOR 59.57 FEET; THENCE NORTH 00°40'42" WEST FOR 112.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 89°24'03" AND A CHORD OF 260.26 FEET THAT BEARS NORTH 44°01'19" EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 288.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°43'20" EAST FOR 114.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 29°22'51" AND A CHORD OF 88.76 FEET THAT BEARS SOUTH 76°35'15" EAST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 89.74 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 28°53'58" AND A CHORD OF 87.34 FEET THAT BEARS SOUTH 76°20'48" EAST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 88.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°12'12" EAST FOR 45.93 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 39TH AVENUE (60 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 22,712 SQUARE FEET (0.521 ACRES), MORE OR LESS.

TENANT AERIAL OCCUPANCY ("Tower Space"):
115 ft. AGL

OWNER Site I.D.: Coconut Creek Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : 6FB1427M

EXHIBIT D-3
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to the Third Amendment dated _____, 2024, by and between the City of Coconut Creek, a municipal corporation, as CITY, and METROPCS FLORIDA, LLC, a Delaware limited liability company, as TENANT.

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

Tower mounted equipment – on Platform Mount with (12) Antenna Mounting Pipes and (1) Antenna Mount Support Rail Kit

Antennas: (3) Ericsson AIR 6449
(3) Commscope FFVV-65C-R3-V1
RRU (3) Ericsson RRU 4480
(3) Ericsson RRU 4460
Cable: (6) 7/8" coax
(1) HCS Hybrid 1.584"
(1) HCS Trunk
(2) Hybrid Trunk

Generator on ground – Generac 4.5L 50kW Diesel with 211-gallon base tank

Frequencies assigned to Tenant by the FCC for use on the Property

Transmit frequencies (TX): 1965-1990, 2135-2155, 728-734

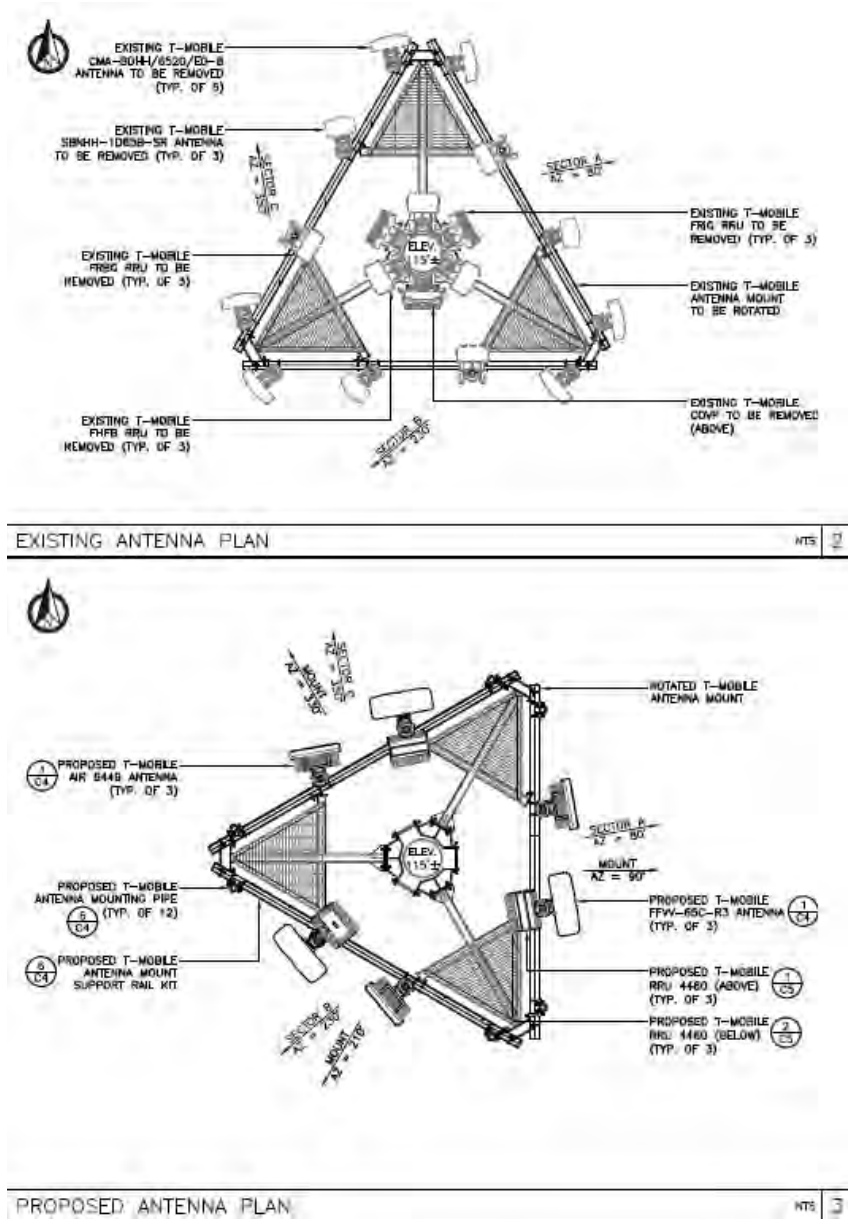
Receive frequencies (RX): 1885-1910, 1735-1755, 698-704

OWNER Site I.D.: Coconut Creek Sabal Pines Park
 SITE MANAGEMENT I.D. CLFCOC20-2
 TENANT Site I.D. : 6FB1427M

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to the Third Amendment dated _____, 2024, by and between the City of Coconut Creek, a municipal corporation, as CITY, and METROPCS FLORIDA, LLC, a Delaware limited liability company, as TENANT.

Antenna Orientation Plan



*Labels showing T-Mobile shall mean MetroPCS.

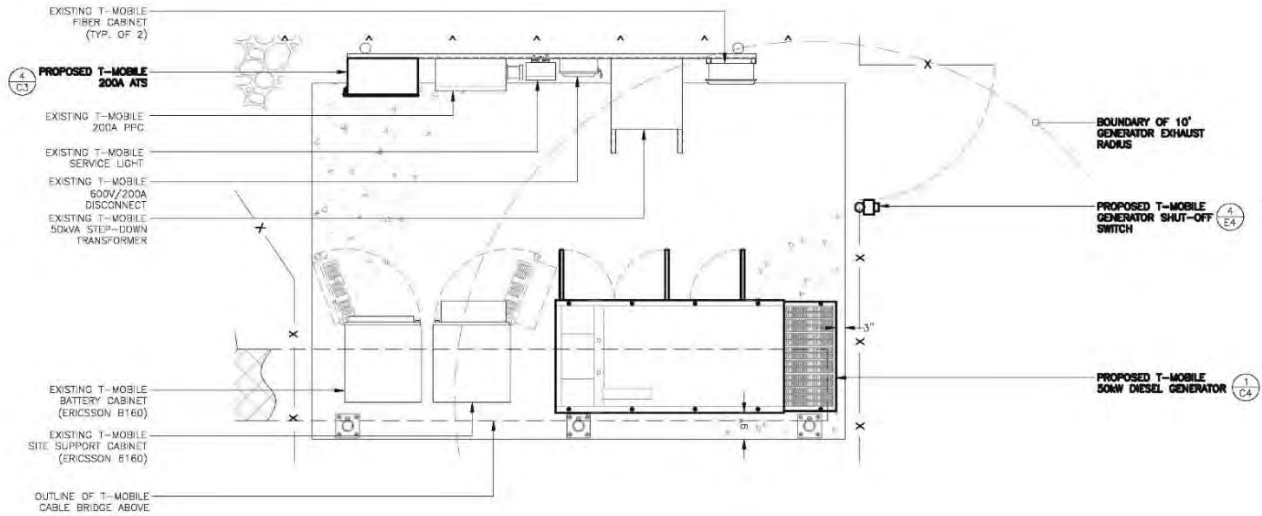
OWNER Site I.D.: Coconut Creek Sabal Pines Park
 SITE MANAGEMENT I.D. CLFCOC20-2
 TENANT Site I.D. : 6FB1427M

EXHIBIT D-3
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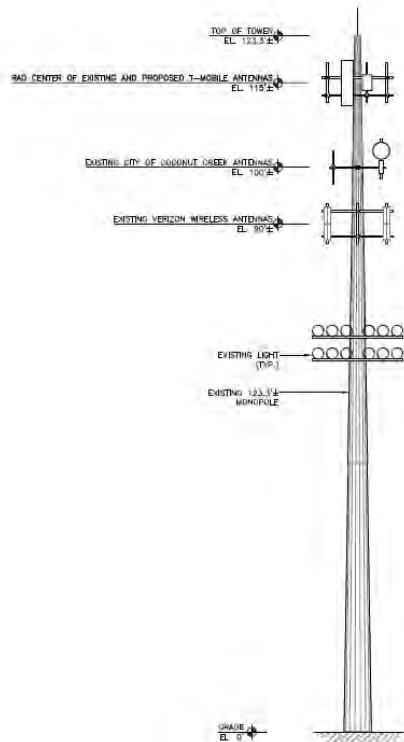
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*Labels showing T-Mobile shall mean MetroPCS.

Ground Plan with Generator



PROPOSED EQUIPMENT PLAN



MetroPCS 115' AGL