

## **FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (hereinafter "Amendment") is made effective as of the latter signature below (hereinafter "Effective Date") by and between The City of Pembroke Pines, Florida, a Florida municipal corporation with an address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 (hereinafter "Landlord") and CCTM2 LLC, a Delaware limited liability company, formerly known as T3 Tower 2 LLC, a Delaware limited liability, successor in interest to T-MOBILE SOUTH LLC, a Delaware limited liability company (hereinafter "Tenant") (Landlord and Tenant are collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, Landlord and Tenant are parties to that Lease Agreement dated July 9<sup>th</sup>, 2008 ("Agreement"), a memorandum of which is on file and of record in the Official Records, Broward County, Florida as Instrument Number 108096496, Book 4526, page 475, wherein Landlord leases to Tenant a portion of real property located in the County of Broward, State of Florida consisting of 480 square feet (hereinafter the "Premises") together with certain easements and rights of way for ingress, egress, and utilities as described in the Agreement over and across that property commonly known as Parcel 5140 09 03 0050, 901 NW 155<sup>th</sup> Avenue, Pembroke Pines, Florida (hereinafter "Property") which Property is legally described on the attached Exhibit A; and

WHEREAS, Landlord and Tenant desire to amend, restate, revise and alter some of the specific terms and conditions of the Agreement, and to grant to Tenant the right to use, occupy construct and maintain additional equipment, towers, fences, cabinets, and ancillary improvements on an additional part of the Property, as more particularly set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby mutually covenant, promise, and agree as follows:

**1. AMENDMENTS.** The Lease is hereby amended as follows:

**(a) Additional Premises.** Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, on the terms and conditions set forth in the Agreement and this First Amendment, the additional land and space set forth and described on the attached Exhibit B and measuring 672 square feet, with dimensions of 42 feet by 16 feet (hereinafter "Additional Premises"), which is further depicted on Exhibit B and shown as "Crown Expansion Parcel" thereon. Landlord hereby grants to Tenant, for its use and for use by Tenant's successors, assigns, subtenants and licensees, a non-exclusive easement for access, ingress, egress and regress, and for the placement, installation, operation, maintenance and removal of aboveground and below ground utilities, lines, conduits, and equipment between the area of Additional Premises and the Premises as defined in the Agreement (hereinafter "Access and Utility Easement"), which Access and Utility Easement shall terminate upon the expiration or termination of the Lease. From and after the Effective Date, all references in the Agreement to "Premises" shall apply to both that area of land described as the Premises within the Agreement and the Additional Premises described and depicted on the attached Exhibit B, together with non-exclusive easements for ingress, egress, access and utilities as set forth in the Agreement and this Amendment.

**(b) Use and Operation of Additional Premises and the Premises.** Tenant shall have the right to use the Additional Premises for the same purposes and use as set forth in the Agreement related to the use of the Premises. Tenant agrees to construct, at its sole cost and expense, a communications tower facility on the Additional Premises (hereinafter "120' Tower"), and to thereafter remove the existing communications tower

facility located within the Premises (hereinafter "100' Tower"). The 120' Tower shall be located as set forth on the attached Exhibit C. Following the completion of the 120' Tower, Tenant shall remove the existing lights from the 100' Tower and install such lights and mounting brackets at the same height upon the 120' Tower. Tenant shall, at Tenant's sole cost and expense, provide and install landscaping surrounding the Additional Premises in accordance with applicable laws, rules and ordinances.

(c) **Additional Premises Rent.** In consideration of the Additional Property, Tenant shall pay to Landlord the amount of Four Thousand Five Hundred and No/100's Dollars (\$4,500.00) per year, (hereinafter "Additional Premises Rent") commencing upon the first day of the month following the Effective Date (hereinafter "Additional Premises Rent Commencement Date"), and continuing thereafter until the expiration of the Agreement. The Additional Premises Rent shall be in addition to the consideration and payments set forth in Section 6 of the Agreement.

(d) **Additional Parking Locations.** Tenant shall, at its sole cost and expense and prior to the commencement of physical construction activities for the 120' Tower and the removal of the 100' Tower, install two (2) additional vehicle parking spots in the locations set forth on the attached Exhibit D.

## **2. MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Landlord and Tenant ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement, as amended, or this Amendment, this Amendment shall govern and control. The parties agree to execute a Memorandum of this Amendment or a Memorandum of Lease, or, if applicable an Amended and Restated Memorandum of Agreement contemporaneous with the execution of this Amendment. The recitals set forth in this Amendment are incorporated herein by reference.

(b) **Binding Effect, Entire Agreement, Counterparts.** The Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment. The Amendment supersedes all agreements previously made between the parties relating to its subject matter. The Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Any signature delivered by facsimile or other forms of electronic transmission, such as a portable document format ("PDF"), shall be considered an original signature by the sending party.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have respectfully executed this Second Amendment effective as of the date of the latter signature below.

**LANDLORD**

**The City of Pembroke Pines, Florida, a Florida municipal corporation**

  
\_\_\_\_\_  
Witness

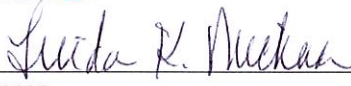
  
\_\_\_\_\_  
Witness

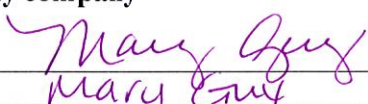
  
\_\_\_\_\_

Date: 4/2/14

**TENANT: CCTM2 LLC, a Delaware limited liability company**

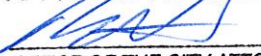
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

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

Its: RE/Zoning Manager  
Date: 3/28/2014

**APPROVED AS TO LEGAL FORM**

  
\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY  
DATED: 4/1/2014

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

(OFFICIAL RECORD BOOK 23686, PAGE 234)

THE SOUTH 784.02 FEET OF PARCEL "E", AS MEASURED AT RIGHT ANGLES TO THE SOUTHEAST LINE, TOWNGATE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 156, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**EXHIBIT B**  
**PREMISES AND ADDITIONAL PREMISES**

**Existing Premises Legal Descriptions (For Reference Only)**

**Existing Premises (For Reference Only)**

A PORTION OF THE SOUTH 784.02 FEET OF PARCEL "E", AS MEASURED AT RIGHT ANGLES TO THE SOUTHEAST LINE, TOWNGATE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 156, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL "E"; THENCE NORTH 27°26'09" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL "E", A DISTANCE OF 725.05 FEET; THENCE DEPARTING SAID EASTERLY LINE, SOUTH 61°58'54" WEST, A DISTANCE OF 221.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28°01'06" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 61°58'54" WEST, A DISTANCE OF 16.00 FEET; THENCE NORTH 28°01'06" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 61°58'54" EAST A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0110 ACRES OR 480 SQUARE FEET, MORE OR LESS.

**Existing Access and Utility Easement (For Reference Only)**

A 20.00' EASEMENT LYING 10' RIGHT AND LEFT OF A CENTERLINE BEING A PORTION OF THE SOUTH 784.02 FEET OF PARCEL "E", AS MEASURED AT RIGHT ANGLES TO THE SOUTHEAST LINE, TOWNGATE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 156, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.1426 ACRES OR 6211 SQUARE FEET, MORE OR LESS.

THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM ONE CONTIGUOUS SHAPE.

**EXHIBIT B (Continued)**  
**PREMISES AND ADDITIONAL PREMISES**

**Additional Premises Legal Descriptions**

THAT PART OF THE SOUTH 784.02 FEET OF PARCEL "E", AS MEASURED AT RIGHT ANGLES TO THE SOUTHEAST LINE THEREOF, TOWNGATE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 156, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD AND CAP (ILLEGIBLE) AT THE SOUTHEAST CORNER OF PARCEL "E", TOWNGATE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 156, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 27°26'09" WEST ALONG THE EASTERLY LINE OF SAID PARCEL "E" FOR 725.05 FEET; THENCE SOUTH 61°59'27" WEST FOR 220.88 FEET TO THE NORTHERLY CORNER OF AN EXISTING 16' X 30' TOWER PARCEL AND THE POINT OF BEGINNING; THENCE SOUTH 62°07'40" WEST ALONG THE NORTHWESTERLY LINE OF SAID TOWER PARCEL FOR 16.00 FEET TO THE WESTERLY CORNER OF SAID TOWER PARCEL; THENCE NORTH 27°52'20" WEST ALONG THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID TOWER PARCEL FOR 42.00 FEET; THENCE NORTH 62°07'40" EAST ALONG A LINE PARALLEL WITH SAID NORTHWESTERLY LINE FOR 16.00 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY LINE OF SAID TOWER PARCEL; THENCE SOUTH 27°52'20" EAST ALONG SAID NORTHWESTERLY EXTENSION FOR 42.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 672 SQUARE FEET (0.02 ACRES), MORE OR LESS.

**Combined Premises and Additional Premises Legal Descriptions**

THAT PART OF THE SOUTH 784.02 FEET OF PARCEL "E", AS MEASURED AT RIGHT ANGLES TO THE SOUTHEAST LINE THEREOF, TOWNGATE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 156, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

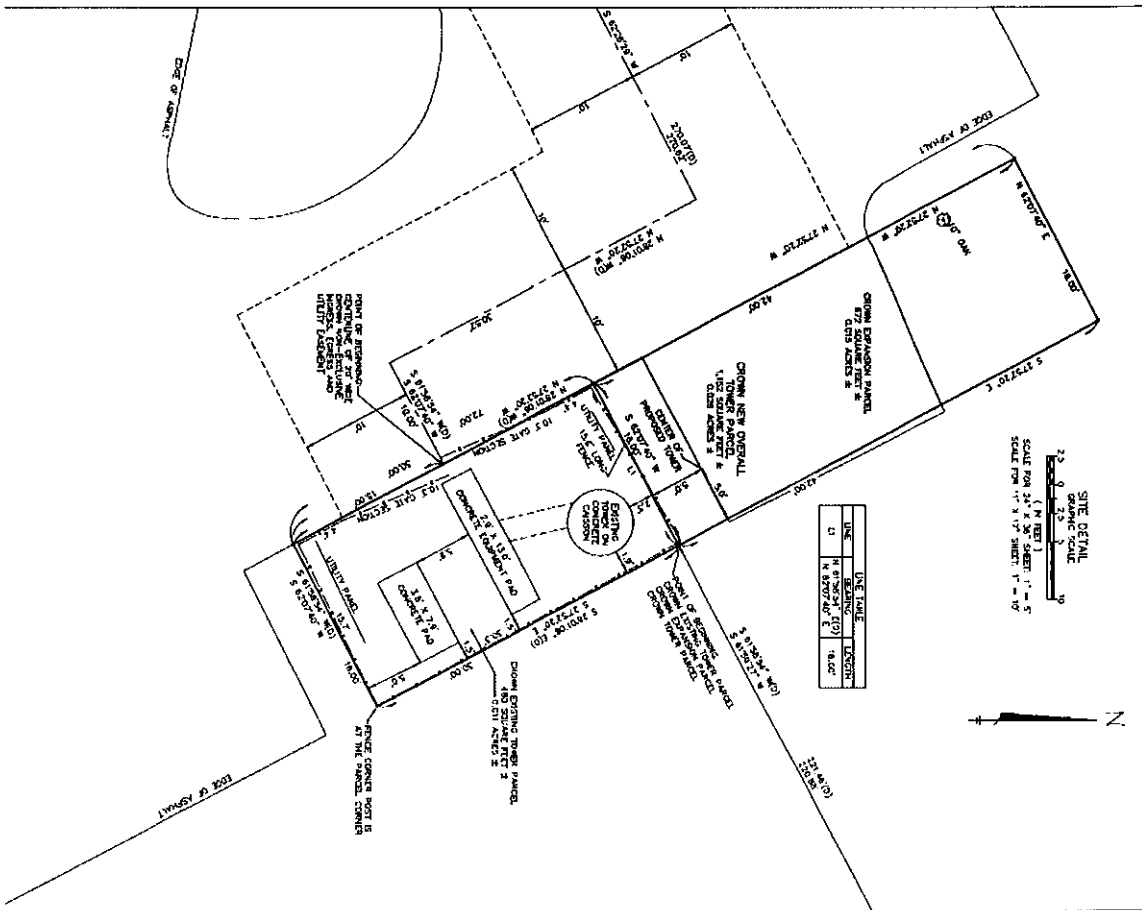
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CONTAINING 1,152 SQUARE FEET (0.03 ACRES), MORE OR LESS.

### Depiction



### Depiction (Continued)



ORIGINAL FILED.  
(OFFICIAL RECORD BOOK 23656, PAGE 234)

CROWN EXISTING TOWER PARCEL  
(BOUNDED BY THE CITY)

### PROCESSES OF THE INDUSTRY

[illegible]

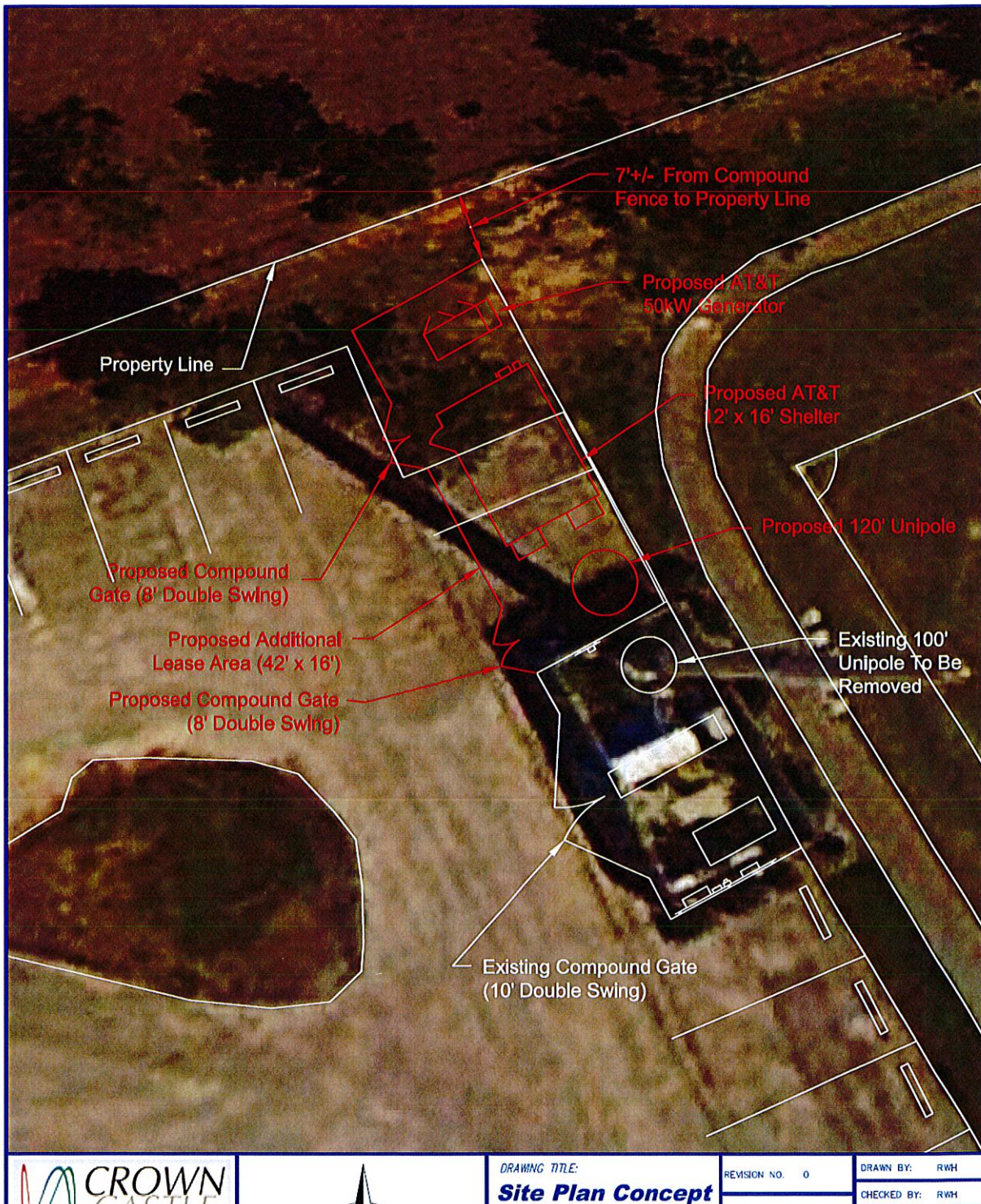
CONTAINING 0.11% ACIDS OR 0.2% SOLUBLE RESIN, OR LESS.

[illegible][illegible]

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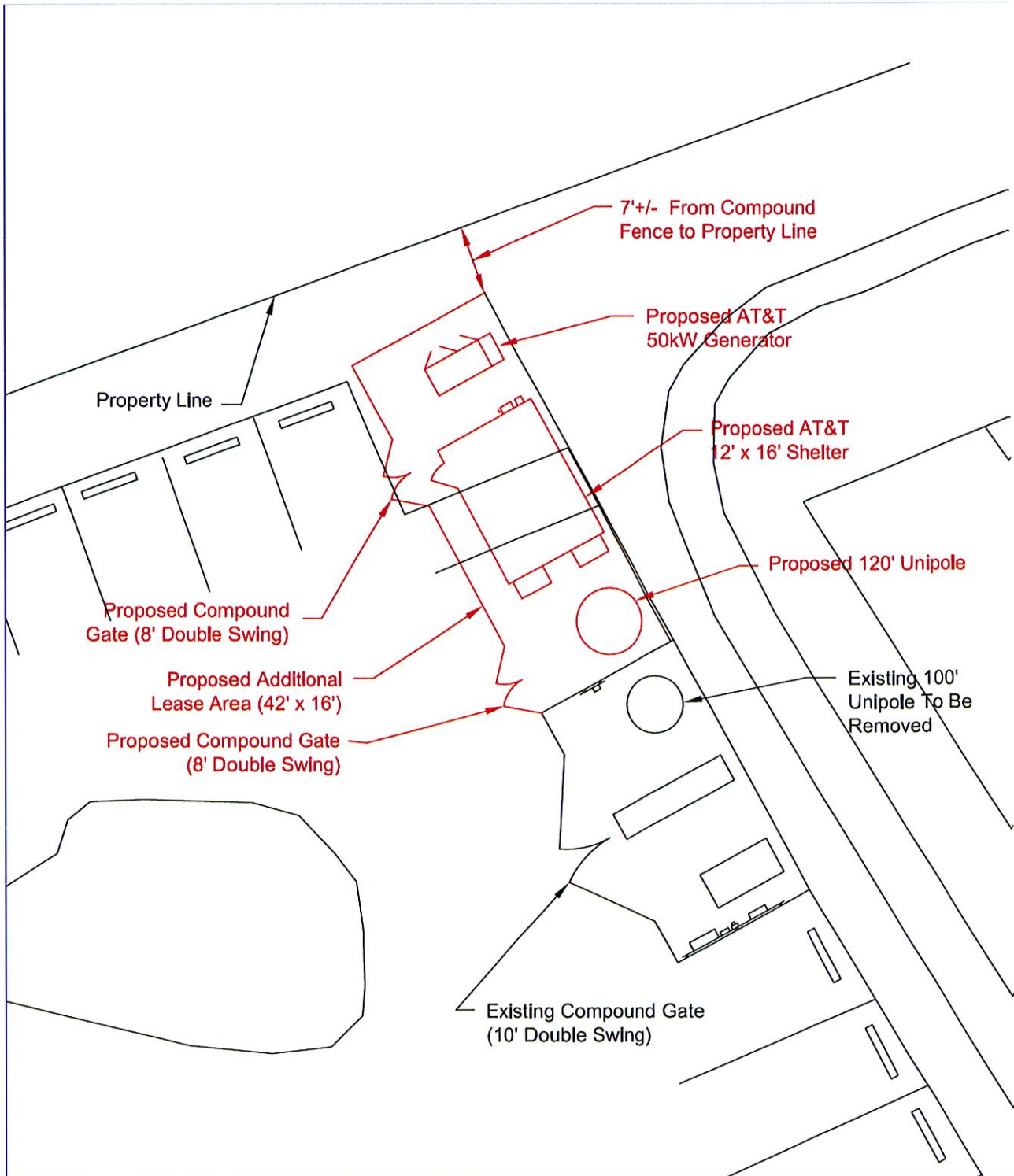


# EXHIBIT C LOCATION OF 120' TOWER

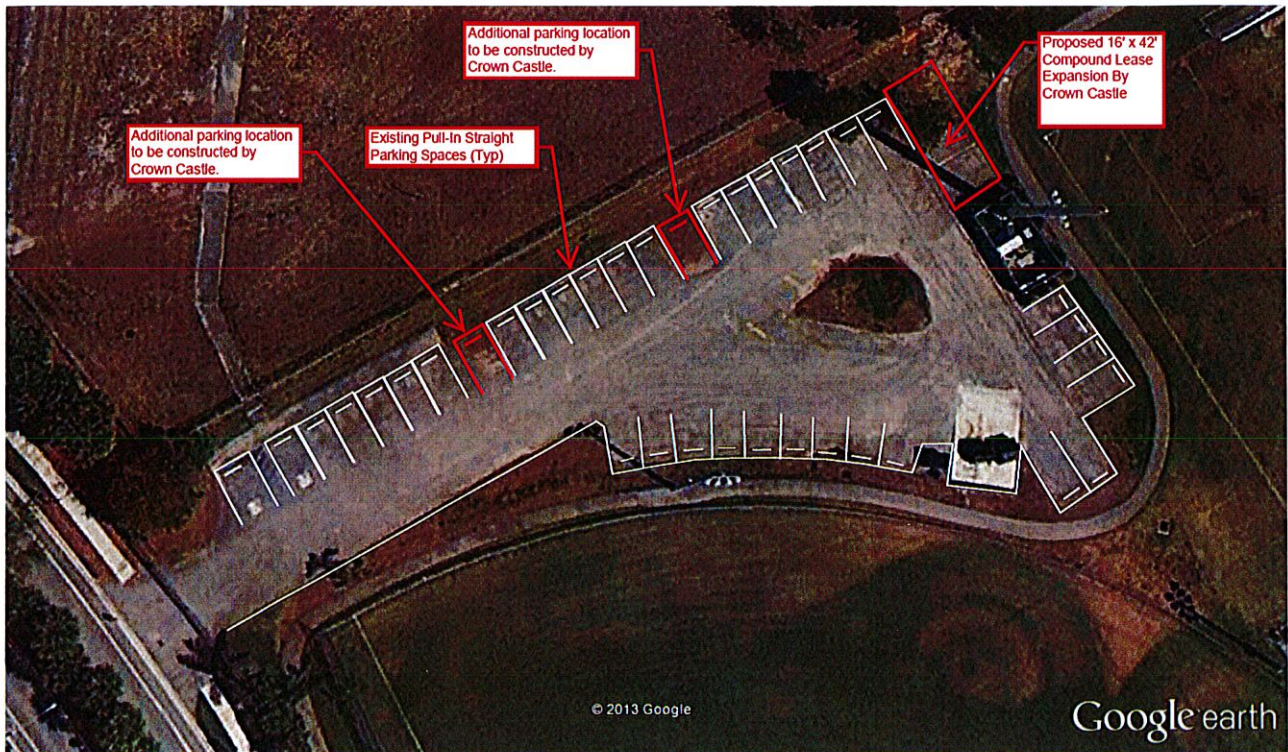




**EXHIBIT C (Continued)**  
**LOCATION OF 120' TOWER**



## EXHIBIT D ADDITIONAL PARKING LOCATIONS



Prepared by:  
Matthew J. Traiser, Esq.  
8805 Tamiami Trail North  
Suite 212  
Naples, Florida 34108

Return to:  
Crown Castle  
Attention: Mary Guy  
Site BUN: 828548 – Town Gate Park  
4511 N. Himes Avenue  
Suite 210  
Tampa, Florida 33614

Parcel Number 5140 09 03 0050

Cross Reference:  
Official Records Book 45626, Page 475

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STATE OF FLORIDA            )

COUNTY OF BROWARD        )

**AMENDED AND RESTATED MEMORANDUM OF LEASE AGREEMENT**

**THIS AMENDED AND RESTATED MEMORANDUM OF LEASE AGREEMENT** (“Memorandum”) is made effective as of the latter signature below (hereinafter “Effective Date”) by and between The City of Pembroke Pines, Florida, a Florida municipal corporation with an address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 (hereinafter “Landlord”) and CCTM2 LLC, a Delaware limited liability company, formerly known as T3 Tower 2 LLC, a Delaware limited liability, successor in interest to T-MOBILE SOUTH LLC, a Delaware limited liability company (hereinafter “Tenant”) (Landlord and Tenant are collectively referred to herein as the “Parties” and individually as a “Party”).

WHEREAS, Landlord and Tenant are parties to that Lease Agreement dated July 9<sup>th</sup>, 2008 (“Agreement”), a memorandum of which is on file and of record in the Official Records, Broward County, Florida as Instrument Number 108096496, Book 4526, page 475, wherein Landlord leases to Tenant a portion of real property located in the County of Broward, State of Florida consisting of 480 square feet (hereinafter the “Premises”) together with certain easements and rights of way for ingress, egress, and utilities as described in the Agreement over and across that property commonly known as Parcel 5140 09 03 0050, 901 NW 155<sup>th</sup> Avenue, Pembroke Pines, Florida (hereinafter “Property”) which Property is legally described on the attached Exhibit A; and

WHEREAS, Landlord and Tenant amended the Agreement pursuant to that certain First Amendment to Lease Agreement (hereinafter “Amendment”) dated of even date herewith to, among other matters, grant to Tenant the right use, occupy and operate within an additional portion of the Property (hereinafter “Additional Premises”) subject to the terms and conditions of the Agreement and of the Amendment, and the parties desire to make this Amended and Restated Memorandum of Agreement to provide record notice of Tenant’s rights under and pursuant to the Agreement, as amended.

NOW THEREFORE, The parties agree and acknowledge as follows.

1. The Agreement provides for an initial term of ten (10) years commencing on the date set forth in the Lease. Tenant has the right to extend the Agreement for three (3) additional and successive five (5) year periods.
2. The description of the Premises and Additional Premises leased to Tenant and the access easement shall be as set forth and shown on Exhibit B attached hereto and incorporated herein by reference. Nothing herein nor in the Amendment shall modify, alter or amend any easement for utility lines, poles, conduit, equipment or improvements ancillary or appurtenant to the Premises.
3. The purpose of this Memorandum is to set forth the description of the Premises, the Additional Premises, and the access and utility easements, and give record notice of the Agreement and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Agreement, such conflicting or additional terms shall be deemed to be a part of the Agreement and shall otherwise amend the Agreement and be controlling. The terms of the Agreement and all amendments thereto are incorporated herein by reference.

**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the date first set forth above.

**LANDLORD**

**The City of Pembroke Pines, Florida, a  
Florida municipal corporation**

[Signature]  
Witness

Martha Skiles  
Witness

Charles F. Dodge

Date: 4/2/14

STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 2 day of April, 2014 by Charles F. Dodge, the City Manager of the City of Pembroke Pines, Florida, a Florida municipal corporation, for and on behalf of such entity. Such person is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand this 2 day of April, 2014.

My Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Martha M. Skiles  
Notary Public

Martha M. Skiles  
Printed Name



APPROVED AS TO LEGAL FORM

[Signature]  
OFFICE OF THE CITY ATTORNEY

DATED: 4/1/2014

TENANT: CCTM2 LLC, a Delaware limited liability company

Longa Leist  
Witness

Linda R. Nicka  
Witness

Mary GUY  
By: Mary GUY

Its: RE/Zoning Manager  
Date: 3/28/2014

STATE OF Florida )  
Hillsborough )  
COUNTY )

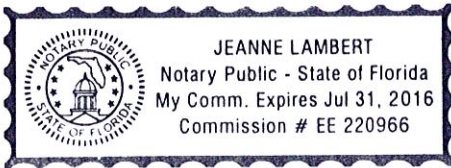
The foregoing instrument was acknowledged before me this 28 day of MARCH, 2014 by MARY GUY of CCTM2 LLC, a Delaware limited liability company, for and on behalf of such entity. Such person is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand this 28 day of MARCH, 2014.

My Commission Number: EE 220966  
My Commission Expires: 7/31/2016

Jeanne Lambert  
Notary Public

Jeanne Lambert  
Printed Name



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

(OFFICIAL RECORD BOOK 23686, PAGE 234)

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**PREMISES AND ADDITIONAL PREMISES**

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**EXHIBIT B (Continued)**  
**PREMISES AND ADDITIONAL PREMISES**

**Additional Premises Legal Descriptions**

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CONTAINING 672 SQUARE FEET (0.02 ACRES), MORE OR LESS.

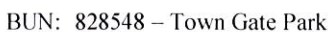
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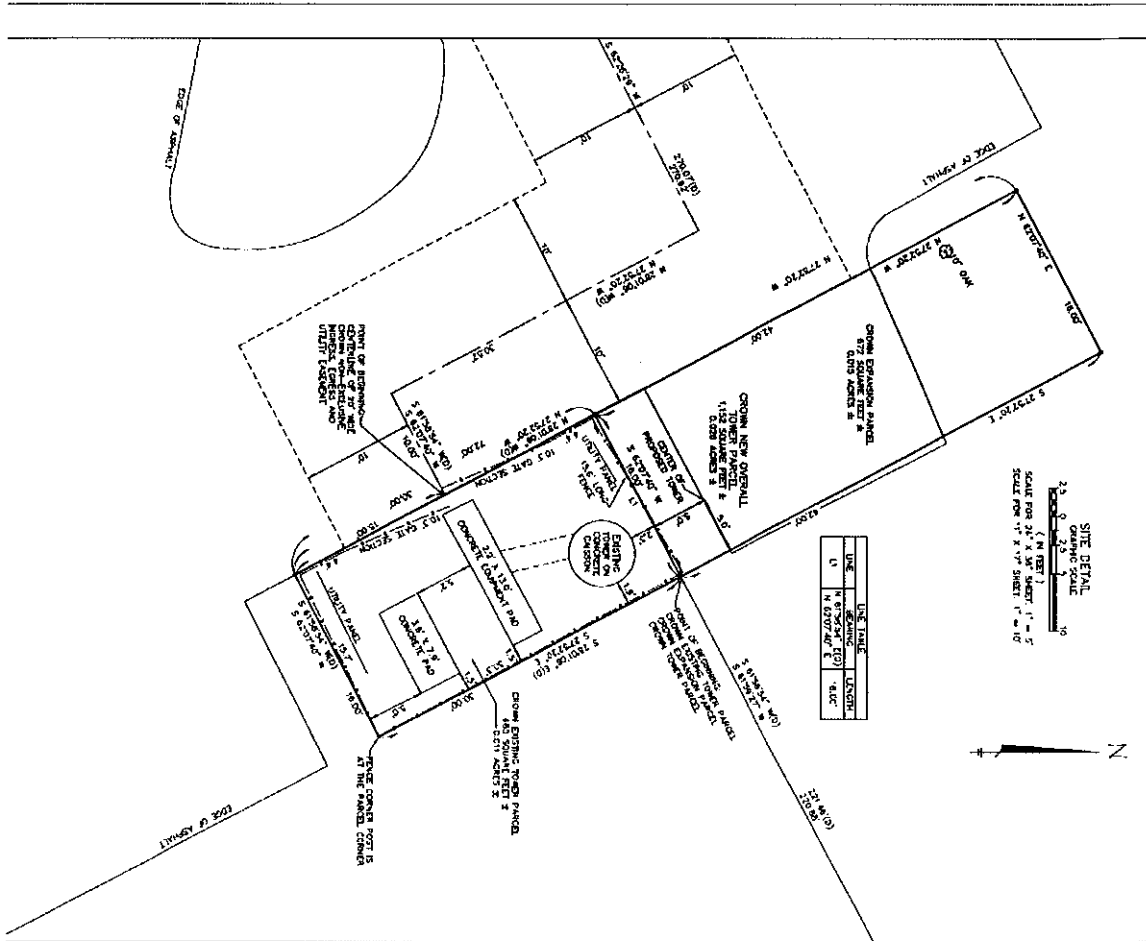
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CONTAINING 1,152 SQUARE FEET (0.03 ACRES), MORE OR LESS.

### Depiction



### Depiction (Continued)



### PROPERTY DESCRIPTIONS

OFFICIAL RECORDS BOOK 23688, PAGE 234

THE SOUTH 78403 FEET OF PAPER "E" AS WARRANT AT RIGHT ANGLES TO THE SOUTHWEST LINE. TOPICALLY ACCORDING TO THE PLAT THEREOF, ATTACHED IN PLAT BOOK 124, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CROWN EXISTING TOWER PATER.  
(PROVIDED BY THE STUDY)

(PROVIDED BY THE STUDENT)

CONCRETE CANTO ANGLES OR ANGLE CASTING IRON OR LEX  
DOWN TO FOOT LINE. PAPERLESS, BATTERY AND ULTIMA PRODUCT  
REMOVED BY THE FABRIC

PROVIDED BY THE STUDENT

CONTAINING DATA ACROSS OF 400 SQUARE FEET, MORE OR LESS

THE SUBJECT OF THIS REPORT WAS AT THE MENTIONED ADDRESS ON 12/29/67. HE WAS OBSERVED BY AN INDIVIDUAL IDENTIFYING HIMSELF AS "JOHN A. BROWN" AND WAS OBSERVED BY AN INDIVIDUAL IDENTIFYING HIMSELF AS "JOHN A. BROWN" AND WAS OBSERVED BY AN INDIVIDUAL IDENTIFYING HIMSELF AS "JOHN A. BROWN".

THE SLOJINES OF SAND EAT  
TO FORM ONE CONTINUOUS

CHROM EXPANSION PANEL  
(PREPARED BY GEORGE SURFING, NC)

THAT PART OF THE SOUTH 794 02 FEET OF PARCEL "C", AS MEASURED AT RIGHT ANGLES TO THE SOUTHEAST LINE THEREOF, TO-WIT: AS PER PLAT THEREOF ACCORDING IN PLAT BOOK 154, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**Followers:**

ON JANUARY 112, 1964, PERI (RZ 4025), WHILE ON LISTS

CONTAINING 872 SQUARE FEET (0.02 ACRES) WINE ON LESS

CHOWAN NEW OVERALL TOWER PARCEL.  
(PREPARED BY GEORGE SURINEN, INC.)

THAT PART OF THE SOUTH 784.02 FEET OF PARCEL "T", AS MEASURED AT 481ST AVENUE TO THE SOUTHEAST LINE THEREOF, TO-WIT: AS PER PLAT INDEXED RECORDED IN PLAT BOOK 154, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Section:

[illegible]

CONTAINING 1.125 SQUARE FEET (0.03 ACRES), WORK ON LOT