

Tax ID #: 5140 14 03 0011

Prepared out of State

Return to:

Crown Castle

1220 Augusta, Suite 500

Houston, Texas 77057

Tax ID #: 5140 14 03 0011

Cross Index with Instrument Number 105501488

## MEMORANDUM OF SECOND AMENDMENT TO LEASE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO LEASE AGREEMENT ("Amended Memorandum") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF PEMBROKE PINES, FLORIDA ("City"), a municipal corporation with a mailing address of 601 City Center Way, Pembroke Pines, Florida 33025, and STC FIVE LLC, a Delaware limited liability company ("Tenant"), by and through Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney-in-Fact, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, City and Sprint Spectrum L.P., a Delaware general partnership ("Sprint"), entered into a Lease Agreement dated August 18, 1998 (as amended and assigned, the "Agreement"), whereby City leased to Sprint a portion of land being described as a 70 feet by 35 feet (2,450 square feet) portion of that property (said leased portion being the "Property") located at 901 N.W. 129th Avenue (Tax ID #5140 14 03 0011), Pembroke Pines, Broward County, State of Florida, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement. A copy of the Agreement was recorded on November 5, 2005, as Instrument Number 105501488 in the Official Records of Broward County, Florida; and

WHEREAS, Tenant is successor in interest in the Agreement to Sprint; and

WHEREAS, City and Tenant entered into that Amendment to Lease Agreement dated June 6, 2008 ("First Amendment"), in which City granted to Tenant a nonexclusive easement for ingress and egress to the Property; and

WHEREAS, the term of the Agreement commenced on October 1, 1998, and has an original term, including all renewal periods (as defined in the Agreement), that will expire on September 30, 2023 ("Original Term"), and City and Tenant now desire to amend the terms of the Agreement to provide for additional renewal periods beyond the Original Term, and to make other changes; and

WHEREAS, City and Tenant made and entered into a Second Amendment to Lease Agreement of even date herewith ("Second Amendment") and pursuant to the terms of, and for that consideration recited in, the Second Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. City does hereby lease and grant unto Tenant, its successors and assigns, the Property for four (4) additional five (5)-year renewal periods beyond the Original Term, such that the Original Term and all renewal periods of the Agreement may last for a term of forty-five (45) years, expiring on September 30, 2043, unless sooner terminated as provided in the Agreement.

2. The description of the Property, together with those easements for access and utilities, are provided on Exhibit A and Exhibit B attached hereto.

3. This Amended Memorandum contains only selected provisions of the Second Amendment, and reference is made to the full text of the Agreement and the Second Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Second Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Agreement and its amendments are located at the office of the Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Tenant have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

Signed Sealed and Delivered  
in the Presence of:

City:

City of Pembroke Pines

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_(SEAL)

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

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

\_\_\_\_\_  
Witness #2

The foregoing Memorandum of Second Amendment to Lease Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as the \_\_\_\_\_ of the City of Pembroke Pines, on behalf of the city, who [ ] is personally known to me or who [ ] produced a \_\_\_\_\_ as identification.

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

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

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

Notary Public

**[SEAL OR STAMP]**

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

IN WITNESS WHEREOF, City and Tenant have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

Signed Sealed and Delivered  
in the Presence of:

Witness #1

Witness #2

Tenant:

STC Five LLC,  
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,  
a Delaware corporation

Its: Attorney-in-Fact

By: [Signature] (SEAL)  
Print Name: Helen V. Smith

Title: Director National RE Ops

STATE OF Texas

COUNTY OF Harris

The foregoing Memorandum of Second Amendment to Lease Agreement was acknowledged before me this 19 day of November, 2020, by Helen V. Smith of Global Signal Acquisitions II, a Delaware limited liability company, on behalf of STC Five LLC, a Delaware limited liability company, who ☒ is personally known to me or who ☐ produced a \_\_\_\_\_ as identification.

Date: 11/19/2020

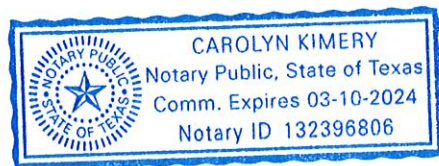
By: [Signature]

Print Name: Carolyn Kimery

Notary Public

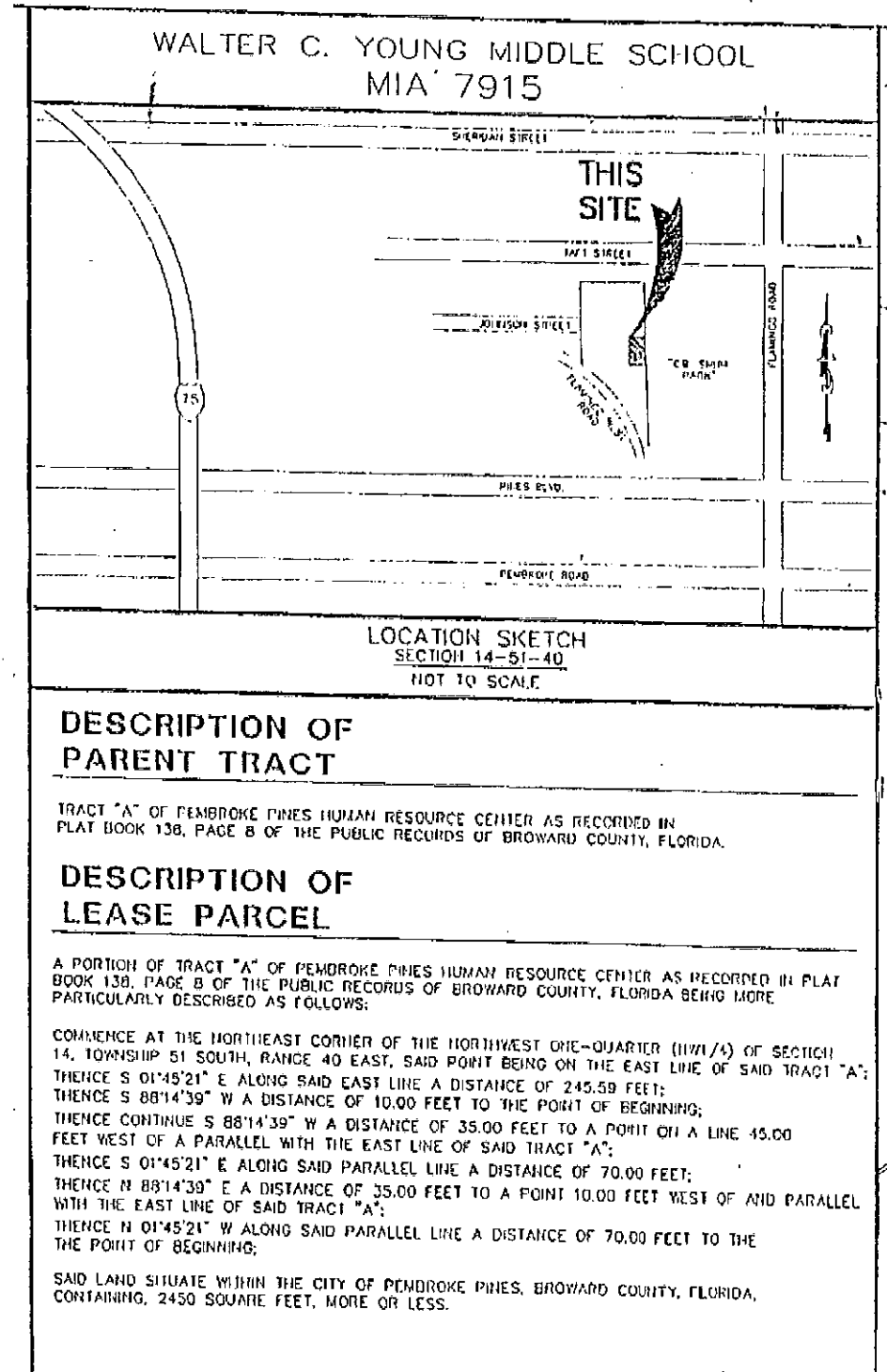
[SEAL OR STAMP]

My Commission Expires: 3/10/2024



## EXHIBIT A

(Page 1 of 2)



Site Name: Walter C. Young Middle School

BU: 878259

PPAB 5883550v2.docx

## EXHIBIT A

(Page 2 of 2)

Site Name: Walter C. Young Middle School  
Site Address: 201 N.W. 129<sup>th</sup> Avenue, Pembroke Pines, Florida

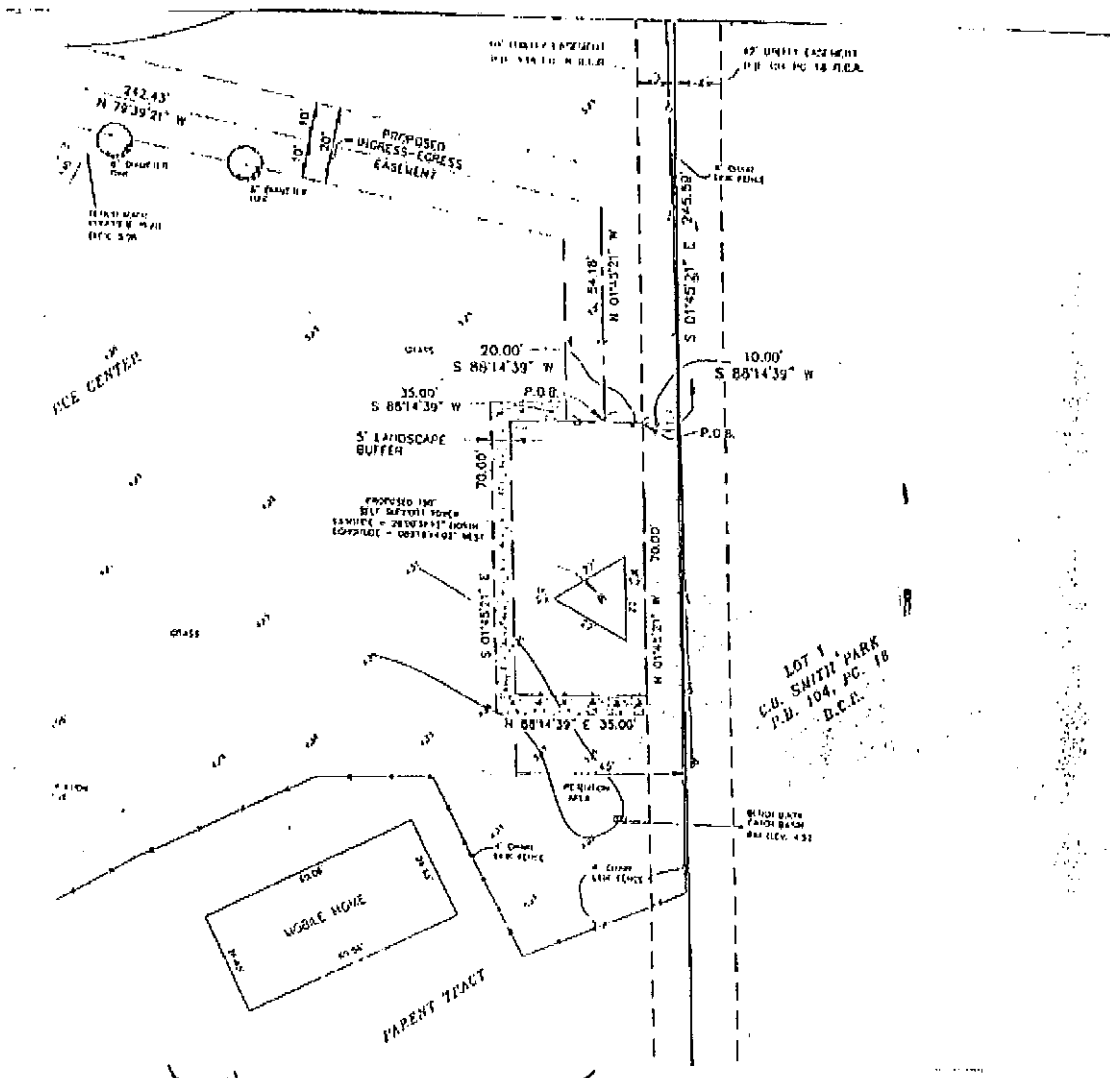
Site I. D. MIA7915  
Cascade# M113XC085

Site situated in the City of Pembroke Pines, County of Broward, State of Florida, commonly described as follows:

Legal Description (Parent Tract):

**TRACT "A" OF PEMBROKE PINES HUMAN RESOURCE CENTER AS RECORDED IN PLAT BOOK 138, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**

Sketch of Site:



## EXHIBIT B

(Page 1 of 3)

### INGRESS/EGRESS EASEMENT

A PORTION OF TRACT 'A' OF 'NEWBROKE PINES HUMAN RESOURCE CENTER', ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 138, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF TRACT 24 IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14, TOWNSHIP 31 SOUTH, RANGE 40 EAST, 'EVERGLADES SUGAR AND LAND CO. SUBDIVISION' ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND THIRTY SEVEN (37) FEET WIDE, THE CENTERLINE OF WHICH BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 'A';

THENCE NORTH 01°49'21" WEST ALONG THE EAST LINE OF SAID TRACT 'A', A DISTANCE OF 7.47 FEET;

THENCE SOUTH 88°14'39" WEST, A DISTANCE OF 27.35 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE AND SAID POINT ALSO BEING REFERENCE POINT A;

THENCE NORTH 01°49'21" WEST, A DISTANCE OF 177.15 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE AND SAID POINT ALSO BEING REFERENCE POINT B;

TOGETHER WITH:

A STRIP OF LAND THIRTY SEVEN (37) FEET WIDE, THE CENTERLINE OF WHICH BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT A, ALSO BEING A POINT ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 88°14'39" WEST);

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 73°07'57", AND AN ARC DISTANCE OF 102.61 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE;

TOGETHER WITH:

A STRIP OF LAND FIFTEEN (15) FEET WIDE, THE CENTERLINE OF WHICH BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT B;

THENCE NORTH 88°14'39" EAST, A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE NORTH 01°49'21" WEST, A DISTANCE OF 378.45 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 215.09 FEET, A CENTRAL ANGLE OF 41°10'04", AND AN ARC DISTANCE OF 143.60 FEET;

THENCE NORTH 45°28'17" WEST, A DISTANCE OF 138.31 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.03 FEET, A CENTRAL ANGLE OF 18°22'21", AND AN ARC DISTANCE OF 32.01 FEET;

THENCE NORTH 25°02'53" WEST, A DISTANCE OF 25.07 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 88°35'48", AND AN ARC DISTANCE OF 57.19 FEET;

THENCE NORTH 81°31'53" EAST, A DISTANCE OF 100.26 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 57.50 FEET, A CENTRAL ANGLE OF 24°42'48", AND AN ARC DISTANCE OF 21.60 FEET;

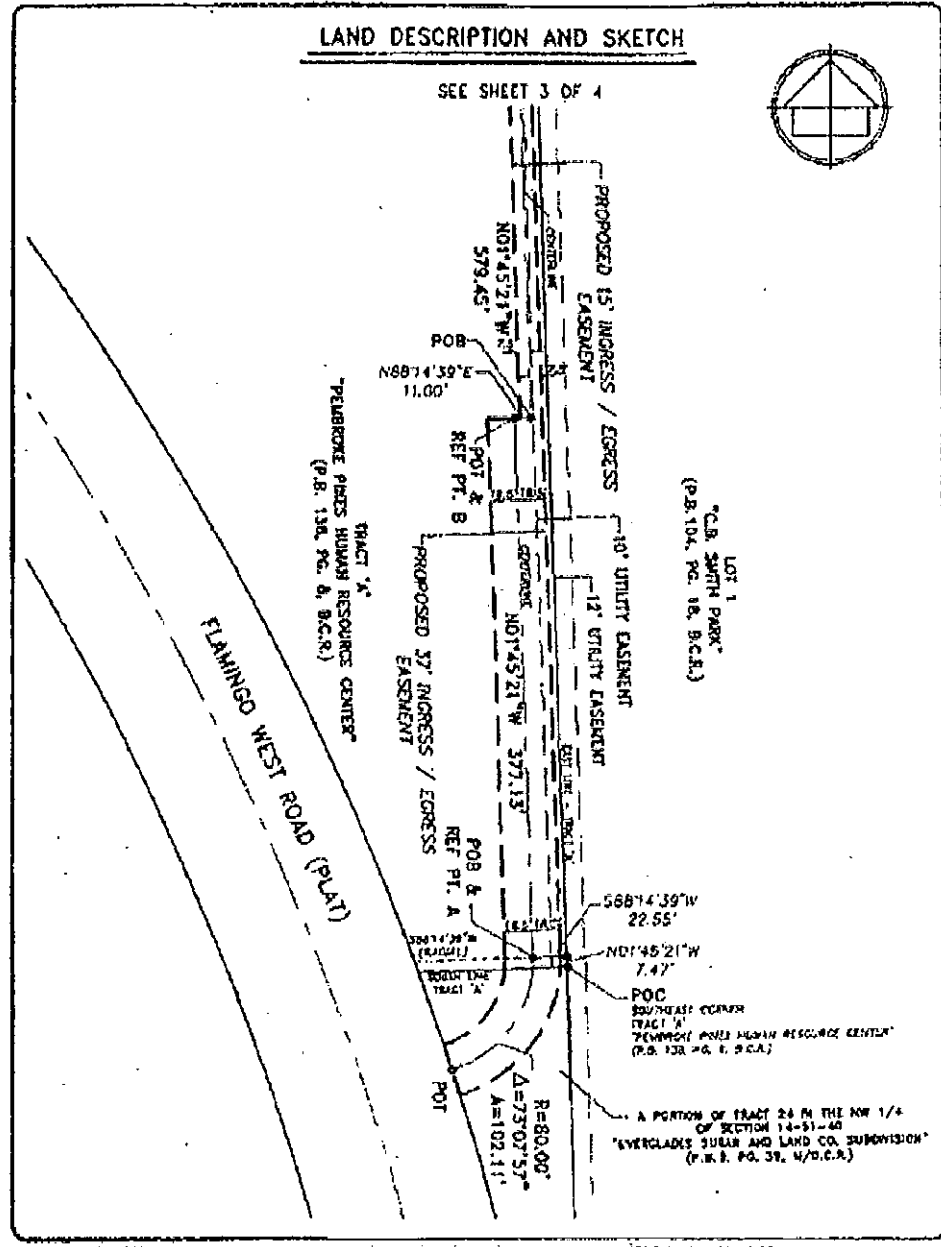
THENCE NORTH 88°14'39" EAST, A DISTANCE OF 13.84 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE;

THE SIDE LINES OF THESE EASEMENTS ARE TO BE SHORTENED OR LENGTHENED, SO AS TO INTERSECT THE RELEVANT LOT, BLOCK, TRACT OR EASEMENT LINES;

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF NEWBROKE PINES, BROWARD COUNTY, FLORIDA.

# EXHIBIT B

(Page 2 of 3)



Site Name: Walter C. Young Middle School

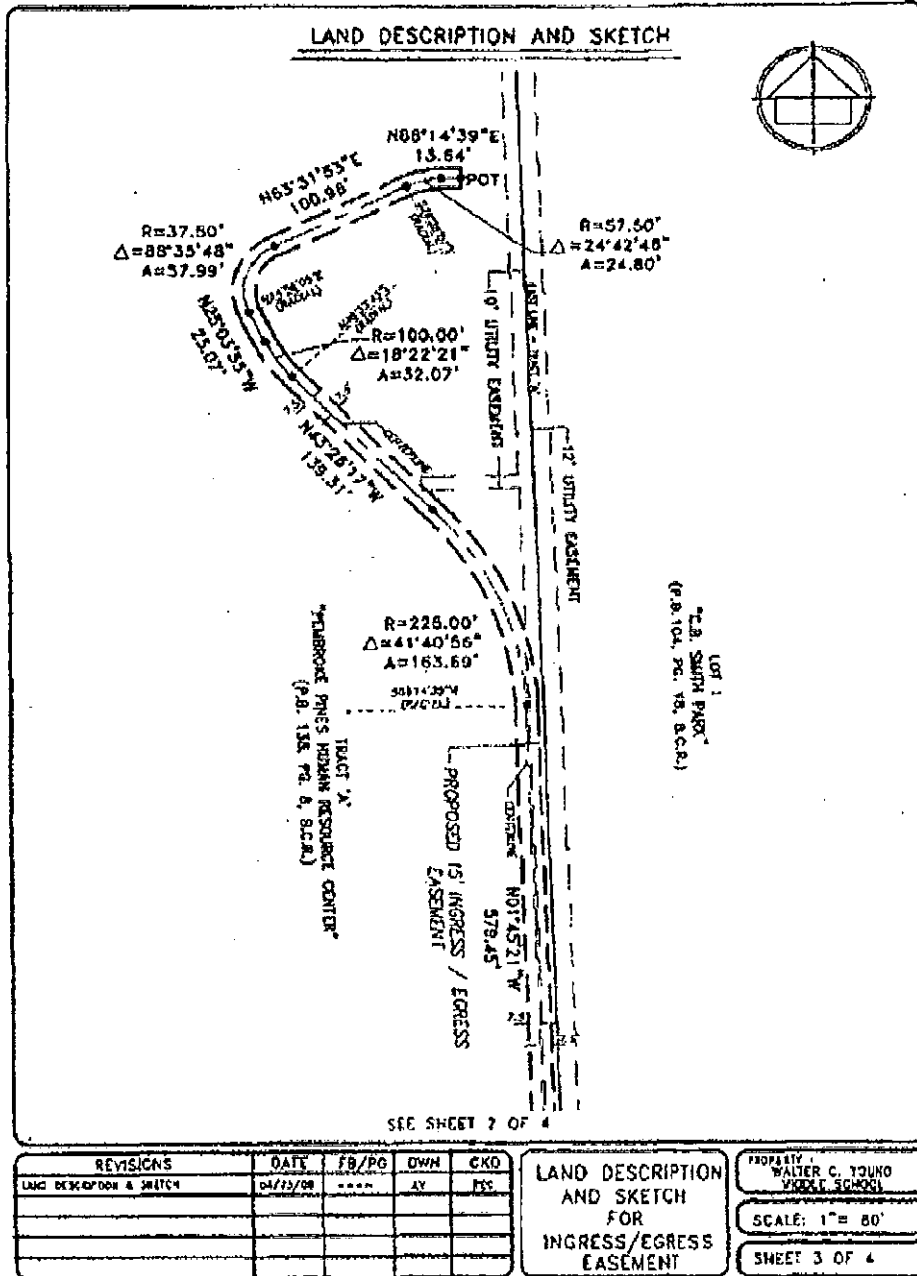
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# EXHIBIT B

(Page 3 of 3)



Site Name: Walter C. Young Middle School

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