

Prepared out of State
Return to:
Crown Castle
1220 Augusta, Suite 500
Houston, Texas 77057

Cross Index with Book 26365, Page 196

Tax ID #: 5141 17 01 0030

MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT

THIS MEMORANDUM OF FIRST 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 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 III 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 limited partnership (“Sprint”), entered into a Lease Agreement dated April 22, 1997 (as amended and assigned, the “Agreement”), whereby City leased to Sprint a portion of that property (said leased portion being the “Property”) located at 9500 Pines Boulevard (Tax ID #5141 17 01 0030), 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. Notice of the Agreement is provided by, and the Property is described in that certain Memorandum of Lease Agreement recorded in Book 26365, Page 196 in the Official Records of Broward County, Florida; and

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

WHEREAS, the term of the Agreement commenced on April 22, 1997, and has an original term, including all renewal terms, that will expire on April 21, 2022 (“Original Term”), and City and Tenant now desire to amend the terms of the Agreement to provide for additional renewal terms beyond the Original Term, and to make other changes.; and

WHEREAS, City and Tenant made and entered into a First Amendment to Lease Agreement of even date herewith (“First Amendment”) and pursuant to the terms of, and for that consideration recited in, the First 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 terms beyond the Original Term, such that the Original Term and all renewal terms of the Agreement may last for a term of forty-five (45) years, expiring on April 21, 2042, unless sooner terminated as provided in the Agreement.

2. City hereby leases to Tenant such additional property to increase the size of the Property leased by City to Tenant to approximately 1,448 square feet, as same is described as the “Crown New Overall Tower Parcel” on Exhibit A attached to the First Amendment and attached hereto and incorporated herein by reference and described as the “Crown New Overall Tower Parcel” by metes and bounds on Exhibit B attached to the First Amendment and attached hereto, and Landlord does hereby lease same to Tenant for those uses provided for in the Agreement. The Agreement is amended to reflect such increase in the size of the Property, and Exhibit A and Exhibit B attached to the First Amendment and attached hereto shall replace all existing descriptions of the Property.

3. In addition to any easements and rights of way granted in the Agreement for access and utilities, City does hereby grant an easement and right of way to Tenant, its successors and assigns, for the benefit and use by Tenant and its affiliates, and each of their employees, agents, representatives, customers, sublessees, licensees, contractors and subcontractors, for the ingress and egress to and from the Property, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes in, on and under said easement and right of way, as same are shown as the “Centerline of Crown 20 Foot Wide Non-Exclusive, Ingress, Egress And Utility Easement” in Exhibit A attached to the First Amendment and attached hereto and described as the “Crown 20 Foot Wide Non-Exclusive, Ingress, Egress And Utility Easement” by metes and bounds on Exhibit B attached to the First Amendment and attached hereto. Said easements and rights of way are appurtenant to the Property and shall run with the land.

4. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Agreement and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First 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

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

STATE OF _____

COUNTY OF _____

The foregoing Memorandum of First 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:

[Signature]

Witness #1

[Signature]

Witness #2

Tenant:

STC Five LLC,
a Delaware limited liability company

By: Global Signal Acquisitions III 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 First Amendment to Lease Agreement was acknowledged before me this 19 day of November, 2020, by Helen V. Smith of Global Signal Acquisitions III, 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

My Commission Expires: 3/10/2024

[SEAL OR STAMP]



EXHIBIT A

[ATTACHED HERETO]

BOUNDARY SURVEY

SECTION 17, TOWNSHIP 31 SOUTH, RANGE 41 EAST
BROWARD COUNTY, FLORIDA
FOR: CROWN CASTLE

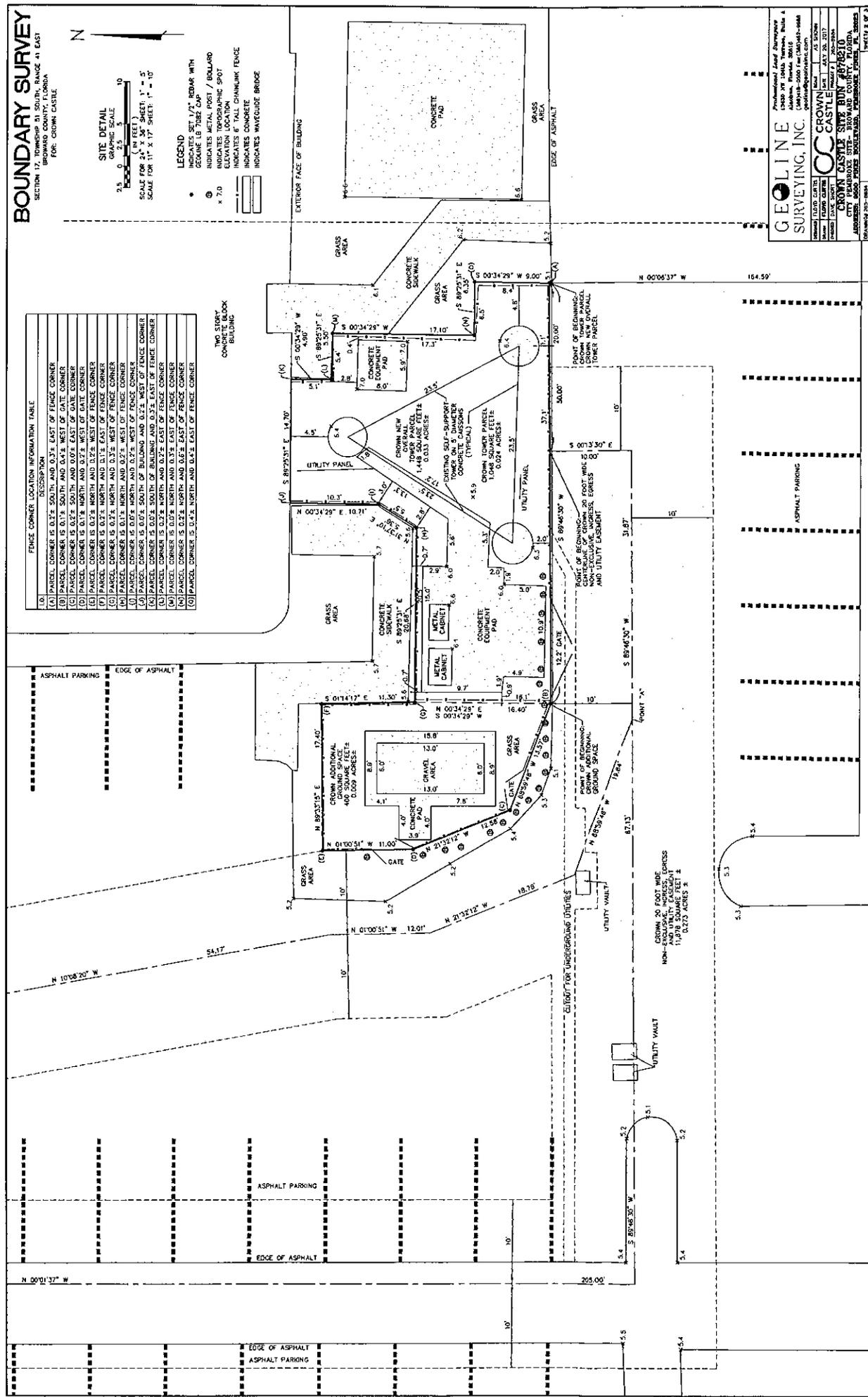


SITE DETAIL
GRAPHIC SCALE
SCALE FOR 2.5" X 3.5" SHEET: 1" = 10'
SCALE FOR 11" X 17" SHEET: 1" = 10'

- LEGEND**
- INDICATES METAL POST / BOLLARD
 - ⊙ INDICATES TOPOGRAPHIC SPOT
 - 7.0 INDICATES ELEVATION LOCATION
 - INDICATES 6" TALL CHAINLINK FENCE
 - INDICATES CONCRETE
 - INDICATES WAYGUIDE BRIDGE

FENCE CORNER	LOCATION	DESCRIPTION
(1)	PARCEL CORNER IS 0.2% SOUTH AND 0.3% EAST OF FENCE CORNER	
(2)	PARCEL CORNER IS 0.1% SOUTH AND 0.4% WEST OF GATE CORNER	
(3)	PARCEL CORNER IS 0.2% SOUTH AND 0.2% EAST OF GATE CORNER	
(4)	PARCEL CORNER IS 0.2% NORTH AND 0.2% WEST OF GATE CORNER	
(5)	PARCEL CORNER IS 0.2% NORTH AND 0.2% WEST OF FENCE CORNER	
(6)	PARCEL CORNER IS 0.2% NORTH AND 0.3% WEST OF FENCE CORNER	
(7)	PARCEL CORNER IS 0.2% SOUTH OF BUILDING AND 0.3% EAST OF FENCE CORNER	
(8)	PARCEL CORNER IS 0.2% NORTH AND 0.2% WEST OF FENCE CORNER	
(9)	PARCEL CORNER IS 0.2% SOUTH OF BUILDING AND 0.3% EAST OF FENCE CORNER	
(10)	PARCEL CORNER IS 0.2% NORTH AND 0.3% EAST OF FENCE CORNER	
(11)	PARCEL CORNER IS 0.2% NORTH AND 0.6% EAST OF FENCE CORNER	
(12)	PARCEL CORNER IS 0.4% NORTH AND 0.4% EAST OF FENCE CORNER	

TWO STORY CONCRETE BLOCK BUILDING



GEOLINE SURVEYING, INC.
Professional Land Surveyors
10000 NW 17th Avenue, Suite 4
Miami, Florida 33150
(305) 486-0600 Fax (305) 486-0608
www.geolineinc.com

CROWN CASTLE SITE BOUNDARY SURVEY
PROJECT # 2017-001
DATE: JULY 28, 2017
DRAWN BY: J. G. GIBSON
CHECKED BY: J. G. GIBSON
ADDRESS: 16000 PINE HOLLOW LANE, PINEHOLLOW PARK, FL 33055
DRAWING NO: 2017-001

EXHIBIT B
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CROWN NEW OVERALL TOWER PARCEL

THAT PART OF THE "CITY OF PEMBROKE PINES" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 7042, PAGE 107 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 51 SOUTH, RANGE 41 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 51 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°00'37" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 FOR 100.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF PINES BOULEVARD AND THE NORTHERLY LINE OF THE "CITY OF PEMBROKE PINES" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 7042, PAGE 107 OF THE PUBLIC RECORDS OF SAID BROWARD COUNTY; THENCE SOUTH 89°53'38" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID NORTH LINE FOR 198.81 FEET TO THE NORTHWEST CORNER OF SAID "CITY OF PEMBROKE PINES" PARCEL; THENCE SOUTH 00°01'37" EAST ALONG THE WESTERLY LINE OF SAID "CITY OF PEMBROKE PINES" PARCEL FOR 400.09 FEET TO THE SOUTHWEST CORNER OF SAID "CITY OF PEMBROKE PINES" PARCEL THENCE NORTH 89°53'23" EAST ALONG THE SOUTH LINE OF SAID "CITY OF PEMBROKE PINES" PARCEL FOR 191.79 FEET; THENCE NORTH 00°06'37" WEST FOR 164.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'30" WEST FOR 50.00 FEET; THENCE NORTH 68°59'48" WEST FOR 13.57 FEET; THENCE NORTH 21°32'12" WEST FOR 12.58 FEET; THENCE NORTH 01°00'51" WEST FOR 11.00 FEET; THENCE NORTH 89°33'15" EAST FOR 17.40 FEET; THENCE SOUTH 01°14'17" EAST FOR 11.30 FEET; THENCE SOUTH 89°25'31" EAST FOR 20.68 FEET; THENCE NORTH 31°37'10" EAST FOR 5.36 FEET; THENCE NORTH 00°34'29" EAST FOR 10.71 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTERIOR FACE AN EXISTING TWO STORY CONCRETE BLOCK BUILDING; THENCE SOUTH 89°25'31" EAST ALONG SAID SOUTHERLY EXTERIOR FACE FOR 14.70 FEET; THENCE SOUTH 00°34'29" WEST FOR 4.90 FEET; THENCE SOUTH 89°25'31" EAST FOR 5.50 FEET; THENCE SOUTH 00°34'29" WEST FOR 17.10 FEET; THENCE SOUTH 89°25'31" EAST FOR 6.35 FEET; THENCE SOUTH 00°34'29" WEST FOR 9.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,448 SQUARE FEET (0.033 ACRES), MORE OR LESS.

CROWN 20 FOOT WIDE NON-EXCLUSIVE, INGRESS, EGRESS AND UTILITY EASEMENT

THAT PART OF THE "CITY OF PEMBROKE PINES" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 7042, PAGE 107 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 51 SOUTH, RANGE 41 EAST, SAID BROWARD COUNTY, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT B

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COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 51 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°00'37" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 FOR 100.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF PINES BOULEVARD AND THE NORTHERLY LINE OF THE "CITY OF PEMBROKE PINES" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 7042, PAGE 107 OF THE PUBLIC RECORDS OF SAID BROWARD COUNTY; THENCE SOUTH 89°53'38" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID NORTH LINE FOR 198.81 FEET TO THE NORTHWEST CORNER OF SAID "CITY OF PEMBROKE PINES" PARCEL; THENCE SOUTH 00°01'37" EAST ALONG THE WESTERLY LINE OF SAID "CITY OF PEMBROKE PINES" PARCEL FOR 400.09 FEET TO THE SOUTHWEST CORNER OF SAID "CITY OF PEMBROKE PINES" PARCEL THENCE NORTH 89°53'23" EAST ALONG THE SOUTH LINE OF SAID "CITY OF PEMBROKE PINES" PARCEL FOR 191.79 FEET; THENCE NORTH 00°06'37" WEST FOR 164.59 FEET TO THE SOUTHEASTERLY CORNER OF AN TOWER PARCEL; THENCE SOUTH 89°46'30" WEST ALONG THE SOUTHERLY LINE OF SAID TOWER PARCEL FOR 20.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FEET WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE SOUTH 00°13'30" EAST FOR 10.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET SOUTH OF SAID SOUTH LINE OF SAID TOWER PARCEL; THENCE SOUTH 89°46'30" WEST ALONG SAID PARALLEL LINE FOR 31.87 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF SAID TOWER PARCEL, AND POINT "A"; THENCE CONTINUE SOUTH 89°46'30" WEST FOR 67.13 FEET; THENCE NORTH 00°01'37" WEST FOR 205.00 FEET; THENCE NORTH 06°21'47" EAST FOR 41.00 FEET TO AN INTERSECTION WITH SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE, AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE NORTH 68°59'48" WEST ALONG SAID LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF SAID TOWER PARCEL FOR 19.84 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET WESTERLY OF THE WESTERLY LINE OF SAID TOWER PARCEL; THENCE ALONG SAID PARALLEL LINE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES; (1) NORTH 21°32'12" WEST FOR 18.78 FEET; (2) NORTH 01°00'51" WEST FOR 12.01 FEET; THENCE NORTH 10°08'20" WEST FOR 54.17 FEET; THENCE NORTH 00°01'37" WEST FOR 155.62 FEET TO AN INTERSECTION WITH SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE, AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 11,878 SQUARE FEET (0.273 ACRES), MORE OR LESS.