

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

Cross Index with Instrument Number 100613154

Tax ID #: 5141 07 01 0034

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 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 general partnership ("Sprint"), entered into a Lease Agreement dated October 9, 2000 (as amended and assigned, the "Agreement"), whereby City leased to Sprint a portion of land being described as an approximately 724 square feet portion of that property (said leased portion being the "Property") located at 10500 Taft Street (Tax ID #5141 07 01 0034), 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 Agreement recorded as Instrument Number 100613154 in Book 30960, Page 1311 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 October 1, 2000, and has an original term, including all renewal periods, that will expire on September 30, 2021 ("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 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 periods beyond the Original Term, such that the Original Term and all renewal periods of the Agreement may last for a term of forty-one (41) years, expiring on September 30, 2041, unless sooner terminated as provided in the Agreement.

2. The description of the Property, and those easements for access and utilities granted in the Agreement, is as provided in that Memorandum of Agreement recorded in the Official Records as Instrument Number 100613154 in Book 30960, Page 1311. A copy of the description is attached hereto as Exhibit A.

3. 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)
Charles F. Dodge, City Manager

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:

Witness #1

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: Helen V. Smith (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: Carolyn Kimery

Print Name: Carolyn Kimery

Notary Public

[SEAL OR STAMP]

My Commission Expires: 3/10/2024

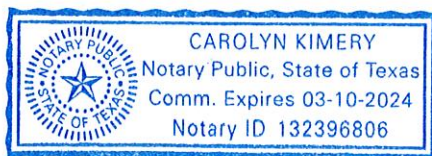


EXHIBIT A

DESCRIPTION OF SPRINT LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 51 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE EAST ONE-QUARTER (E 1/4) CORNER OF SAID SECTION 7; THENCE SOUTH 02°07'31" EAST, ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 497.22 FEET; THENCE SOUTH 58°42'02" WEST, A DISTANCE OF 1535.83 FEET; THENCE NORTH 30°31'28" WEST, A DISTANCE OF 89.63 FEET TO THE POINT OF BEGINNING OF THE SPRINT PCS LEASE PARCEL; THENCE CONTINUE NORTH 30°31'28" WEST, A DISTANCE OF 15.74 FEET; THENCE NORTH 15°57'23" EAST, A DISTANCE OF 27.42 FEET; THENCE NORTH 81°44'24" EAST, A DISTANCE OF 6.34 FEET; THENCE SOUTH 31°31'22" EAST, A DISTANCE OF 34.01 FEET; THENCE SOUTH 58°42'02" WEST, A DISTANCE OF 26.81 FEET TO THE POINT OF BEGINNING. SAID LAND SITUATE WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 724 SQUARE FEET, MORE OR LESS.

DESCRIPTION OF 20' INGRESS-EGRESS EASEMENT

A STRIP OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 51 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE EAST ONE-QUARTER (E 1/4) CORNER OF SAID SECTION 7; THENCE SOUTH 02°07'31" EAST, ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 497.22 FEET; THENCE SOUTH 58°42'02" WEST, A DISTANCE OF 1555.83 FEET; THENCE NORTH 30°31'28" WEST, A DISTANCE OF 105.37 FEET; THENCE NORTH 15°57'23" EAST, A DISTANCE OF 13.71 FEET TO THE CENTERLINE OF THE 20.00 FOOT INGRESS-EGRESS EASEMENT AND THE POINT OF BEGINNING; THENCE NORTH 74°02'37" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 15°57'23" EAST, A DISTANCE OF 27.42 FEET; THENCE NORTH 58°10'20" EAST, A DISTANCE OF 150.04 FEET; THENCE NORTH 12°06'50" EAST, A DISTANCE OF 29.18 FEET; THENCE NORTH 18°04'54" WEST, A DISTANCE OF 270.69 FEET; THENCE NORTH 33°45'27" WEST, A DISTANCE OF 273.64 FEET TO THE POINT OF TERMINATION. SAID LAND SITUATE WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 15,269.84 SQUARE FEET, MORE OR LESS.

DESCRIPTION OF 10' UTILITY EASEMENT

A STRIP OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 51 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE EAST ONE-QUARTER (E 1/4) CORNER OF SAID SECTION 7; THENCE SOUTH 02°07'31" EAST, ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 497.22 FEET; THENCE SOUTH 58°42'02" WEST, A DISTANCE OF 1555.83 FEET; THENCE NORTH 30°31'28" WEST, A DISTANCE OF 105.37 FEET; THENCE NORTH 15°57'23" EAST, A DISTANCE OF 13.71 FEET TO THE CENTERLINE OF THE 20.00 FOOT INGRESS-EGRESS EASEMENT AND THE POINT OF BEGINNING; THENCE NORTH 74°02'37" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 15°57'23" EAST, A DISTANCE OF 27.42 FEET; THENCE NORTH 58°10'20" EAST, A DISTANCE OF 150.04 FEET; THENCE SOUTH 31°31'20" EAST, A DISTANCE OF 148.90 FEET TO THE POINT OF TERMINATION. SAID LAND SITUATE WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 2,383.19 SQUARE FEET, MORE OR LESS.