

Tax ID #: 5140 22 02 0010

Prepared out of State

Return to:

Crown Castle

1220 Augusta, Suite 500

Houston, Texas 77057

Cross Index with Book 32152, Page 1977

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 dated August 29, 2001 (as amended and assigned, the "Agreement"), whereby City leased to Sprint a portion of land being described as an approximately 711 square feet portion of that property (said leased portion being the "Property") located at 13975 Pembroke Road (Tax ID #5140 22 02 0010), 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 September 25, 2001, in Book 32152, Page 1977 in the Official Records of Broward County, Florida; and

WHEREAS, City and Sprint entered into that First Amendment to Lease Agreement dated October 29, 2003 ("First Amendment"), whereby City leased to Sprint an additional 336 square feet of property, increasing the size of the Property to 1,047 square feet; and

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

WHEREAS, the term of the Agreement commenced on August 29, 2001, and has an original term, including all renewal periods, that will expire on May 31, 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 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 approximately forty (40) years, expiring on May 31, 2041, 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 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)
Charles F. Dodge, City Manager

Witness #2

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

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)

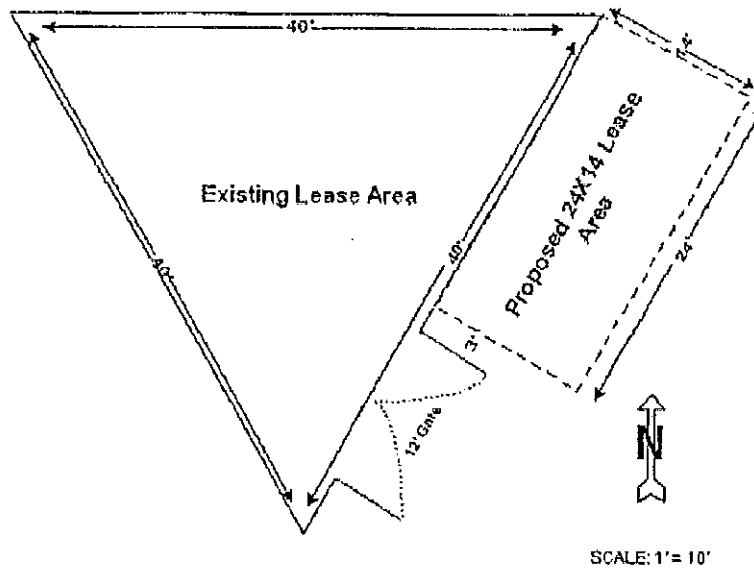


EXHIBIT A
(Page 2 of 2)

DESCRIPTION OF UTILITY EASEMENT:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "A", THENCE, BEARING SOUTH 83°29'10" EAST, A DISTANCE OF 61.18 FEET TO A POINT; THE POINT OF BEGINNING, THENCE, BEARING NORTH 88°49'16" EAST, A DISTANCE OF 580.58 FEET TO A POINT; THENCE, BEARING SOUTH 48°28'51" EAST, A DISTANCE OF 141.27 FEET TO A POINT; THENCE, BEARING SOUTH 41°31'09" WEST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE, BEARING NORTH 40°28'51" WEST, A DISTANCE OF 137.47 FEET TO A POINT; THENCE, BEARING SOUTH 88°49'16" WEST, A DISTANCE OF 271.14 FEET TO A POINT; THENCE, BEARING SOUTH 31°00'47" WEST, A DISTANCE OF 29.63 FEET TO A POINT; THENCE, BEARING SOUTH 32°13'34" EAST, A DISTANCE OF 182.04 FEET TO A POINT; THENCE, BEARING SOUTH 41°31'09" EAST, A DISTANCE OF 84.78 FEET TO A POINT; THENCE, BEARING NORTH 41°31'09" EAST, A DISTANCE OF 56.23 FEET TO A POINT; THENCE, BEARING SOUTH 47°08'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE, BEARING SOUTH 42°31'53" WEST, A DISTANCE OF 32.84 FEET TO A POINT; THENCE, BEARING SOUTH 31°58'34" WEST, A DISTANCE OF 15.08 FEET TO A POINT; THENCE, BEARING NORTH 41°31'09" WEST, A DISTANCE OF 18.52 FEET TO A POINT; THENCE, BEARING NORTH 31°00'47" EAST, A DISTANCE OF 168.89 FEET TO A POINT; THE POINT OF BEGINNING.

THIS PARCEL CONTAINS: 10,508 sq. ft. 0.24 acres, MORE OR LESS.

DESCRIPTION OF ACCESS EASEMENT:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "A", THENCE, BEARING SOUTH 83°29'10" EAST, A DISTANCE OF 31.18 FEET TO A POINT; THE POINT OF BEGINNING, THENCE, BEARING SOUTH 29°04'59" EAST, A DISTANCE OF 11.43 FEET TO A POINT; THENCE, BEARING SOUTH 31°00'47" WEST, A DISTANCE OF 29.63 FEET TO A POINT; THENCE, BEARING SOUTH 32°13'34" EAST, A DISTANCE OF 182.04 FEET TO A POINT; THENCE, BEARING SOUTH 41°31'09" EAST, A DISTANCE OF 84.78 FEET TO A POINT; THENCE, BEARING SOUTH 88°49'16" EAST, A DISTANCE OF 10.58 FEET TO A POINT; THENCE, BEARING SOUTH 83°07'21" EAST, A DISTANCE OF 234.71 FEET TO A POINT; THENCE, BEARING SOUTH 43°10'32" EAST, A DISTANCE OF 210.06 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 90 FEET, RADIUS BEARS AT SAID POINT SOUTH 44°18'28" WEST, THENCE A DISTANCE OF 78.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°31'45" TO A POINT, RADIUS BEARS AT SAID POINT SOUTH 84°18'47" EAST, THENCE, BEARING SOUTH 05°41'11" WEST, A DISTANCE OF 63.83 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, AND HAVING A RADIUS OF 263 FEET, RADIUS BEARS AT SAID POINT SOUTH 8°41'54" EAST, THENCE A DISTANCE OF 96.8 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF -18°27'33" TO A POINT, RADIUS BEARS AT SAID POINT SOUTH 78°13'58" WEST, THENCE, BEARING SOUTH 13°48'22" EAST, A DISTANCE OF 138.28 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 613 FEET, RADIUS BEARS AT SAID POINT SOUTH 78°13'58" WEST, THENCE A DISTANCE OF 138.05 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°48'37" TO A POINT, RADIUS BEARS AT SAID POINT SOUTH 88°38'25" EAST, THENCE, BEARING SOUTH 00°00'33" WEST, A DISTANCE OF 99.2 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, AND HAVING A RADIUS OF 350 FEET, RADIUS BEARS AT SAID POINT SOUTH 88°38'25" EAST, THENCE A DISTANCE OF 138.13 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF -23°18'03" TO A POINT, RADIUS BEARS AT SAID POINT SOUTH 88°41'32" WEST, THENCE, BEARING SOUTH 23°18'18" EAST, A DISTANCE OF 64.17 FEET TO A POINT; THENCE, BEARING SOUTH 88°41'32" WEST, A DISTANCE OF 10.3 FEET TO A POINT; THENCE, BEARING NORTH 23°18'28" WEST, A DISTANCE OF 37.8 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, AND HAVING A RADIUS OF 350 FEET, RADIUS BEARS AT SAID POINT NORTH 88°41'32" EAST, THENCE A DISTANCE OF 142.44 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'03" TO A POINT, RADIUS BEARS AT SAID POINT NORTH 88°38'25" WEST, THENCE, BEARING NORTH 00°00'33" EAST, A DISTANCE OF 99.2 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 350 FEET, RADIUS BEARS AT SAID POINT NORTH 88°38'25" WEST, THENCE A DISTANCE OF 182.14 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF -13°48'37" TO A POINT, RADIUS BEARS AT SAID POINT NORTH 78°13'58" EAST, THENCE, BEARING NORTH 13°48'22" WEST, A DISTANCE OF 138.28 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, AND HAVING A RADIUS OF 300 FEET, RADIUS BEARS AT SAID POINT NORTH 78°13'58" EAST, THENCE A DISTANCE OF 181.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°27'33" TO A POINT, RADIUS BEARS AT SAID POINT NORTH 84°18'47" WEST, THENCE, BEARING NORTH 05°41'11" EAST, A DISTANCE OF 63.83 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 75 FEET, RADIUS BEARS AT SAID POINT NORTH 84°18'47" WEST, THENCE A DISTANCE OF 48.58 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF -50°31'45" TO A POINT, RADIUS BEARS AT SAID POINT NORTH 44°18'28" EAST, THENCE, BEARING NORTH 43°10'32" WEST, A DISTANCE OF 207.71 FEET TO A POINT; THENCE, BEARING NORTH 83°07'21" WEST, A DISTANCE OF 233.88 FEET TO A POINT; THENCE, BEARING NORTH 81°31'08" WEST, A DISTANCE OF 79.52 FEET TO A POINT; THENCE, BEARING NORTH 32°13'34" WEST, A DISTANCE OF 168.89 FEET TO A POINT; THENCE, BEARING NORTH 31°00'47" EAST, A DISTANCE OF 41.42 FEET TO A POINT; THE POINT OF BEGINNING.

THIS PARCEL CONTAINS: 72,342 sq. ft. 0.52 acres, MORE OR LESS.