

THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT (the “**Third Amendment**”) dated as of the last date of the signature dates below (the “**Effective Date**”) by and between **THE CITY OF MARGATE, FLORIDA**, having a mailing address of 5790 Margate Boulevard, Third Floor, Margate, Florida 33063 (“**Lessor**”) and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company by and through its attorney in fact **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company, (collectively “**Tenant**”) with a mailing address of Attn: Legal Real Estate, 2000 Corporate Drive, Canonsburg PA 15317.

WITNESSETH:

WHEREAS, Lessor and Tenant entered into that certain Option and Lease Agreement dated June 18, 1999 (the “**Original Lease**”) whereby Lessor leased to Tenant a portion of land in Margate, Broward County, Florida, together with access and utility easements appurtenant thereto (the “**Property**”), as more particularly described in the Original Lease and subsequent amendments; and

WHEREAS, the Original Lease was amended by that certain Addendum to Option and Lease Agreement dated June 23, 2000 (“**First Amendment**”), and that Second Amendment to Option and Lease Agreement dated June 19, 2013 (“**Second Amendment**” together with the Original Lease and First Amendment collectively being the “**Lease**”); and

WHEREAS, Lessor and Tenant desire to amend the Lease to revise the approved height of the monopole structure constructed on the Property and to add a review fee for Landlord’s future review of documents relating to its approval of modifications to the personal wireless communications facilities as defined herein.

NOW, THEREFORE, Lessor and Tenant, in consideration of the Property and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals; Definitions.** The foregoing recitals are incorporated as if fully restated herein. All capitalized terms not expressly defined herein shall have the meaning ascribed to them in the Lease.

2. **Amendments.** The first subparagraph of Paragraph 7 of the Lease is amended to read as follows:

TENANT shall use the Property for the purpose of constructing, maintaining, repairing, replacing, upgrading and operating a personal wireless communication facility, including the transmission and reception of communication signals and the construction, alteration, maintenance, repair, replacement, upgrade and relocation of related facilities, towers, antennas, equipment and buildings (collectively, “**Facilities**”) pursuant to the term and conditions of this Lease Agreement. All improvements related to the Facilities shall be at TENANT’s sole cost and expense. TENANT has constructed and LESSOR has approved and permitted the installation of the monopole structure (“**Tower**”) that is currently located on the Property. LESSOR agrees that the Tower is approved and properly permitted as constructed at its current height, even though the Original Lease stated a

height of 100 feet. TENANT has secured all certificates, permits and other approvals required by federal, state or local authorities. Should TENANT or its assigns, customers or representatives desire to modify the Facilities (“**Modification**”), TENANT must submit the plans and specifications for such Modification (“**Plans**”) to LESSOR and obtain the prior approval of LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed. TENANT shall reimburse LESSOR a one-time, lump sum payment of Two Thousand Five Hundred and No/100 Dollars and 00/100 (\$2,500.00) (“**Review Fee**”) for the LESSOR’s review of the Plans for such Modification. The Plans include, but are not limited to, the following documents:

- (1) Construction Drawings
- (2) *Structural Analysis including foundation (only for tower modifications where equipment is being added or replaced)
- (3) *Mount Analysis or comment in SA that none is required (only for tower modifications where equipment is being added or replaced; no review for loading decrease)
- (4) *Tower Modification Drawings (If needed)
- (5) RFDS / Radio Frequency Data Sheet (only for antenna modifications)
- (6) Survey – only if proposed modifications (i) are not utility related, (ii) outside the existing compound and (ii) otherwise needed for ground space changes
- (7) draft approval letter

*A/E deliverables to be stamped by a Florida licensed engineer

“Plans” as defined herein shall not mean “like for like” equipment swaps or maintenance activities. TENANT shall reimburse LESSOR the Review Fee within thirty (30) days of the latter of LESSOR’s delivery of written approval of Plans or LESSOR’s submittal of an invoice for the Review Fee. In the event that LESSOR fails to provide its approval within thirty (30) days of its receipt of a complete set of Plans, TENANT’s request shall be deemed to have been approved. LESSOR must submit any objection or requested changes to the Plans to TENANT in writing with direction for the required cure. All objections or required changes must be material and given with reasonable specificity to enable TENANT to cure. Any objection or change related to A/E specifications or legal compliance with any law or regulation must be submitted by or confirmed by a professional licensed in the State of Florida and competent to opine on such matters. LESSOR grants TENANT the right to use adjoining and adjacent land owned by LESSOR as is reasonably required during the construction, installation, maintenance, and operation of the Facilities. TENANT shall provide LESSOR both a generic construction schedule and appropriate contractor contact information after the issuance of Plan approval but before the commencement of construction. All contractors shall be licensed in the State of Florida. TENANT shall maintain the Property in a reasonable condition and meet all requirements imposed by ordinances of the City of Margate and Broward County, Florida, including the Florida Building Code, as may be amended from time to time. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by TENANT. TENANT shall, at its sole cost and expense, submit all required applications for permits to the applicable City and/or County departments for review and approval and pay all required fees. LESSOR shall cooperate with TENANT in

its effort to obtain approvals necessary (including any approval that might be required by any other government agencies having jurisdiction over the Property) for any Modifications to the Facilities and shall sign any documents customarily and reasonably required for such applications. Notwithstanding any other termination rights available to TENANT under the Lease, TENANT, at its sole and absolute discretion, shall have the right to terminate this Lease with ninety (90) days prior written notice to LESSOR and a lump sum payment to LESSOR in an amount equal to six months rental at the rate in effect at the time of the termination. Notice of the TENANT'S exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by LESSOR as evidenced by the return receipt. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Lease shall become null and void and all parties shall have no further obligations, including the payment of money to each other.

3. **Review Fee Adjustment.** Commencing on September 1, 2030, and every five (5) years thereafter, (the "Adjustment Date"), the Review Fee shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average, All Items, Not Seasonally Adjusted, Base Period 1982=100 ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator, published three (3) months prior to the Adjustment Date, by the CPI-U indicator published five (5) years and three (3) months prior to the Adjustment Date, and multiplying the resultant number by the amount of the most recent Review Fee. In no event shall the increase in the Review Fee calculated for any five (5) year period exceed fifteen percent (15%) of the most recent Review Fee. In the event of a decrease in the CPI U indicator, the Review Fee will not decrease but will remain the same as in the previous term. Notwithstanding the increase in the allowable Review Fee, in no event shall the actual Review Fee charged exceed Lessor's actual cost of review.

4. **Approval for Modifications.** Upon payment of the review fee described in Section 2, LESSOR hereby approves those modifications described in the exhibit attached hereto as Exhibit A-1.

5. **Representations and Warranties.** LESSOR represents and warrants that:

(a) LESSOR is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of LESSOR'S obligations under the Lease as amended hereby.

(b) TENANT is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by TENANT under the Lease.

(c) LESSOR agrees to provide such further assurances as may be requested to carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and ensure TENANT'S continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Lease as amended hereby.

5. **Recording.** At any time following the execution of this Third Amendment by all parties hereto, TENANT, at its cost and expense, shall have the right, at any time during the term of

the Third Amendment, as may be amended from time to time, and for no additional consideration payable to LESSOR, to record in the appropriate recording office for land records: (i) a memorandum of this Third Amendment (“**Memorandum**”) and LESSOR covenants and agrees to execute said Memorandum within thirty (30) days following TENANT’S written request therefor; and (ii) a notice or affidavit of amendment to lease (each, a “**Notice of Amendment to Lease**”) executed solely by TENANT. Each of the Memorandum and the Notice of Amendment to Lease are intended to provide record notice of the terms of this Third Amendment.

6. **Counterparts.** This Third Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

7. **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Third Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Third Amendment and executed and adopted by a party with the intent to sign such Third Amendment, including facsimile or email electronic signatures.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Option and Lease Agreement on the day and year first written above.

LESSOR:

CITY OF MARGATE,
a Florida municipal corporation

BY: _____ (SEAL)
Cale Curtis, City Manager

ATTEST:

Jennifer M. Johnson, MMC, City Clerk

APPROVED AS TO FORM:

City Attorney

TENANT:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: CROWN CASTLE SOUTH LLC,
a Delaware limited liability company

Its: Attorney in Fact

By: _____(SEAL)

Name: _____

Title: _____

Date: _____

Exhibit A-1

Approved Modifications

TMO work Application No. 645654 / Margate Bld. Dept. Permit No. 23-00000973

ATT work Application Nos. 665492 and 607802 / Margate Bld. Dept. Permit No. 24-00001778