

SECOND AMENDMENT TO
LEASE AGREEMENT
(BU 828746)

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”) is made effective this ____ day of _____, 2018, by and between CITY OF MARGATE, a Florida municipal corporation (“City”), and T-MOBILE USA TOWER LLC, a Delaware limited liability company (“Tenant”), by and through CCTMO LLC, a Delaware limited liability company, its Attorney in Fact.

WHEREAS, City and Omnipoint Communications MB Operations, Inc., a Delaware corporation (“Omnipoint”), entered into a Lease Agreement dated December 26, 1997 (as amended and assigned, the “Agreement”), whereby City leased to Omnipoint a portion of land being described as a 350 square feet portion of that property (said leased portion being the “Property”) located along 851 NW 66th Avenue (Tax Parcel # 48-41-36-00-0020 and # 48-41-36-24-0010), Margate, Broward County, State of Florida, and being further described in Book 18838, Page 774 in the Broward County Recorder’s Office (“Recorder’s Office”), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, City and Omnipoint Holdings, Inc. (“Omnipoint Holdings”), successor in interest to Omnipoint, entered into that Amendment No. 1 to Lease Agreement approved by resolution No. 9590 on June 19, 2002 (“First Amendment”); and

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

WHEREAS, the term of the Agreement commenced on February 1, 1998, and has an original term, including all extension terms, that will expire on January 31, 2021 (“Original Term”), and City and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, City and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference.

2. Section 5.02 of the Agreement is amended by adding the following paragraph to the end thereto:

Commencing on February 1, 2021, TENANT shall have the option to extend this Agreement for six (6) additional five (5)-year terms, extending the total term of this Agreement to January 31, 2051, unless sooner terminated as provided in this Agreement. Such extensions shall automatically occur unless TENANT gives

written notice to the other party of its intention not to extend this Agreement at least six (6) months prior to the end of the then-current term.

3. Section 5.03 of the Agreement is amended by replacing “fourth (4th) four (4) year term” with “sixth (6th) five (5)-year term, ending on January 31, 2051”.

4. Section 17 of the Agreement is amended by deleting Tenant’s notice address and inserting the following:

TENANT: T-Mobile USA Tower LLC
c/o CCTMO LLC
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

with a copy to: T-Mobile USA Tower LLC
12920 S.E. 38th Street
Bellevue, Washington 98006
Attn: Leasing Administration

5. The Agreement is amended by adding a new Section 21 to the end thereto:

Section 21. RIGHT OF FIRST REFUSAL

21.1 If CITY receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring CITY’s interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or CITY’s interest in this Agreement, or an option for any of the foregoing, CITY shall provide written notice to TENANT of said offer, and TENANT shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine TENANT’s possessory or economic interest in the Property. CITY’s notice shall include the prospective buyer’s name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the CITY’s notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If TENANT does not exercise its right of first refusal by written notice to CITY given within thirty (30) days, CITY may convey the property as described in the CITY’s notice. If TENANT declines to

exercise its right of first refusal, then this Agreement shall continue in full force and effect and TENANT's right of first refusal shall survive any such conveyance. TENANT shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after TENANT's receipt of CITY's notice and the assignment shall be effective upon written notice to CITY.

6. As additional consideration for amending the Agreement in accordance with this Second Amendment, Tenant agrees to pay to City Fifteen Thousand and 00/100 Dollars (\$15,000.00) within sixty (60) days of full execution of this Second Amendment by both parties.

7. Representations, Warranties and Covenants of City. City represents, warrants and covenants to Tenant as follows:

(a) City is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of City's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this Second Amendment, City owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, City shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(d) Upon Tenant's request, City shall cure any defect in City's title to the Property which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Property.

(e) Tenant is not currently in default under the Agreement, and to City'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 Agreement.

(f) City agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(g) City acknowledges that the Property, as defined, shall include any portion of City's property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

8. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Property and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

9. IRS Form W-9. City agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding City shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new City. City's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

10. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent with this Second Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon City and Tenant, and their personal representatives, heirs, successors and assigns. This Second Amendment 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY:

Witnesses:

City of Margate,
a Florida municipal corporation

Print Name: _____

By: _____ (SEAL)

Print Name: _____

Print Name: _____

Title: _____

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

TENANT:

Witnesses:

Print Name: _____

Print Name: _____

T-Mobile USA Tower LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____(SEAL)
Print Name: _____
Title: _____

Prepared Out of State.

Return to:
Crown Castle
1220 Augusta, Suite 500
Houston, Texas 77057

Tax Parcels #: 48-41-36-00-0020; 48-41-36-24-0010

MEMORANDUM OF SECOND AMENDMENT TO
LEASE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO LEASE AGREEMENT (“Memorandum”) is made effective this _____ day of _____, 2018, by and between CITY OF MARGATE, a Florida municipal corporation (“City”), with a mailing address of 5790 Margate Boulevard, Margate, Florida 33063, and T-MOBILE USA TOWER LLC, a Delaware limited liability company (“Tenant”), by and through CCTMO 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 Omnipoint Communications MB Operations, Inc., a Delaware corporation (“Omnipoint”), entered into a Lease Agreement dated December 26, 1997 (as amended and assigned, the “Agreement”), whereby City leased to Omnipoint a portion of land being described as a 350 square feet portion of that property (said leased portion being the “Property”) located along 851 NW 66th Avenue (Tax Parcel # 48-41-36-00-0020 and # 48-41-36-24-0010), Margate, Broward County, State of Florida, and being further described in Book 18838, Page 774 in the Broward County Recorder’s Office (“Recorder’s Office”), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, City and Omnipoint Holdings, Inc. (“Omnipoint Holdings”), successor in interest to Omnipoint, entered into that Amendment No. 1 to Lease Agreement approved by resolution No. 9590 on June 19, 2002 (“First Amendment”); and

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

WHEREAS, the term of the Agreement commenced on February 1, 1998, and has an original term, including all extension terms, that will expire on January 31, 2021 (“Original Term”), and City and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms 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 Memorandum as notice thereof, as follows:

1. City does hereby lease and grant unto Tenant, its successors and assigns, the Property for six (6) additional five (5)-year extension terms beyond the Original Term, such that the Original Term and all extension terms of the Agreement may last for a term of fifty-three (53) years, expiring on January 31, 2051, unless sooner terminated as provided in the Agreement.

2. The Property and easements related thereto are a portion of that property located along NW 66th Avenue (Tax Parcel # 48-41-36-00-0020 and # 48-41-36-24-0010), Margate, Broward County, State of Florida, and being further described in Book 18838, Page 774 in the Recorder’s Office. A description of said Property is attached hereto as Exhibit A.

3. If City receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring City’s interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or City’s interest in the Agreement, or an option for any of the foregoing, City shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine Tenant’s possessory or economic interest in the Property. The details of the right of first refusal granted to Tenant in the Second Amendment are provided in the Second Amendment.

4. This 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 Memorandum, the terms and conditions of the Agreement remain in full force and effect. This 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 Memorandum to be duly executed on the day and year first written above.

CITY:

Witnesses:

City of Margate,
a Florida municipal corporation

Print Name: _____

By: _____ (SEAL)

Print Name: _____

Print Name: _____

Title: _____

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing Memorandum of Second Amendment to Lease Agreement was signed, sealed, delivered, and acknowledged before me this ____ day of _____, 2018, by _____, _____ (Title), of the City of Margate, a Florida municipal corporation, for and on behalf of the city who [] is personally known to me or who [] produced a _____ as identification.

(Seal)

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A

An approximately 350 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

SITUATE IN THE BROWARD COUNTY AND STATE OF FLORIDA.

COMMENCING AT A POINT ON THE NORTH BOUNDARY OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST, SAID POINT BEING 30 FEET EAST OF THE NORTHWEST CORNER OF THE SAID NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4), (AS MEASURED ALONG SAID NORTH BOUNDARY): THENCE SOUTHERLY AND PARALLEL TO THE WEST BOUNDARY OF SAID NORTHEAST ONE QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4), A DISTANCE OF 612.51, FEET, TO THE POINT OF BEGINNING: THENCE CONTINUING ALONG THE AFORESAID COURSE, A DISTANCE OF 440.14 FEET THENCE EASTERLY, WITH AN INCLUDED ANGLE OF 91°26'50", A DISTANCE OF 969.62 FEET; THENCE NORTHERLY, WITH AN INCLUDED ANGLE OF 88°33'02", A DISTANCE OF 440.15 FEET, THENCE WESTERLY, WITH AN INCLUDED ANGLE OF 91°26'58", A DISTANCE OF 969.58 FEET: TO THE POINT OF BEGINNING: ALSO KNOWN AS TRACT 8 OF THE UNRECORDED PLAT OF MARGATE THIRD ADDITION, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LESS

THE SOUTH 200 FEET, AS MEASURED ALONG THE WEST LINE OF THE WEST 225 FEET AS MEASURED ALONG THE SOUTH LINE, OF TRACT "8" MARGATE THIRD ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 44, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL. 2

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP, 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA. LESS ALL RIGHT OF WAY OF RECORD, INCLUDING, BUT NOT LIMITED TO, THE WEST 50 FEET OF SAID PROPERTY FOR CANAL RIGHT OF WAY PURPOSES.

PARCEL 3

LOT NO. 1317 OF COLLIER CITY, UNRECORDED, DESCRIBED AS FOLLOWS:

THE EAST 60 FEET OF THE WEST 510 FEET OF THE NORTH 1/3 OF THE SOUTH 3/5 OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST; BEING SUBJECT TO RIGHTS OF WAY FOR STREETS AND SUBJECT TO EASEMENTS FOR UTILITIES AND OTHER PURPOSES INCIDENT TO THE DEVELOPMENT OF THE PROPERTY, ACCORDING TO UNRECORDED PLAT NO. N 16 W OF COLLIER CITY LOTS, MADE PART HEREOF, LYING AND BEING TO BROWARD COUNTY, STATE OF FLORIDA.

PARCEL 4

LOT X, BLOCK 21, MARGATE 4TH ADDITION, PLAT BOOK 46, PAGE 27, BROWARD COUNTY RECORDS.

TAX ID NO: 484136-24-0010

ADDRESS: 851 NW. 66th AVENUE, Margate, FL, 33063