

**FOURTH AMENDMENT TO TOWER SITING AGREEMENT**

This Fourth Amendment to Tower Siting Agreement ( "**Fourth Amendment**") is effective as of the last signature below ( "**Effective Date**" ), by and between City of Hollywood, a Florida municipal corporation ( "**City**" ), and MetroPCS Florida, LLC, a Delaware limited liability company ( "**MetroPCS,**" ), (each a "Party" and collectively referred to as the "Parties").

Whereas the Parties (or their predecessors-in-interest) entered into the Tower Siting Agreement dated November 1, 2004;

Whereas, the Parties entered into the First Amendment to Tower Siting Agreement dated October 5, 2012, to modify equipment and adjust the License Fee ; and

Whereas, the Parties entered into the Second Amendment to Tower Siting Agreement dated April 21, 2014, to allow for additional equipment modifications; and

Whereas, the Parties entered into the Third Amendment to Tower Siting Agreement dated January 25, 2017, to extend the term for an additional ten (10) years, which is set to expire October 31, 2024; and

Whereas the Parties seek to enter into the Fourth Amendment to Tower Siting Agreement to amend the premise and use provision, the License Fees, allow for an extension of the Agreement for an additional five (5) years, update the notice provision, and add a miscellaneous provision; and

Whereas the Tower Siting Agreement, as amended, including all amendments (collectively, the "**Agreement**") affect the leased premises ( "**Antenna Facility**" ) located at 2600 Hollywood Boulevard, Hollywood, Florida 33022 ( "Property" ).

**NOW, THEREFORE** for good and valuable consideration, the Parties agree as follows:

1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated into this Agreement.
2. Paragraph 1. **Premises and Use:** is amended as follows:

...

Upon the Effective Date of the Fourth Amendment, in addition to any rights set forth in the Agreement, should an emergency arise **MetroPCS**, its employees, representatives and

agents will have access to the Antenna Facility, at no additional charge, within two (2) hours of contacting City at 954-921-3219 with concurrent notice in writing **during normal City business hours** (i.e., Monday through Thursday 8am-6pm, excluding City recognized holidays, which may be provided upon request). Given the strategic nature of the Antenna Facility, and the need for strict security compliance on all government properties, **MetroPCS** agrees to coordinate any and all access to the site with the City prior to permitting any employee, contractor, agent, etc. onto the site, and no **MetroPCS** employee, contractor or agent with a felony is permitted to be on a City of Hollywood property. For non-emergency access, advanced notice of at least three (3) business days is required, and access will only be available during normal City business hours (see above). For access during non-business hours, advanced notice of at least three (3) days and compensation for appropriate City staff at applicable hourly rates (not to exceed \$110 per hour) to facilitate access is also required.

3. Paragraph 2. Terms and Renewals: is amended to read as follows

...

At the expiration of the First Renewal Term<sup>1</sup>, the term of the Agreement will automatically be extended for five (5) additional and successive five-year terms (each a “**Renewal Term**”), provided that **MetroPCS** may elect not to renew by providing City at least ninety (90) days’ written notice prior to the expiration of the current term or the then-current Renewal Term.

Upon the expiration of the final Renewal Term, the term of the Agreement may be automatically extended for nine (9) additional and successive one-year terms, (each, an “**Extended Term Period**”). City may elect not to renew the Agreement by providing notice to **MetroPCS** at least six (6) months prior to the expiration of the then current Extended Term Period.

**MetroPCS** may terminate any Extended Term Period at any time with at least six (6) months' notice to City and a termination fee of six (6) months rent.

...

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<sup>1</sup> As defined in the Third Amendment to the Agreement.

4. Paragraph 3. **License Fee:** is amended to read as follows:

...

At the commencement of the first Renewal Term provided for in this Fourth Amendment, **MetroPCS** shall pay City Five Thousand and 00/100 Dollars (\$5,000.00) per month as a license fee ("License Fee"), partial calendar month to be prorated in advance, by the fifth day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Agreement, the License Fee will escalate by ten percent (10%) on the first day of each Renewal Term. The Rent for each Extended Period shall be increased by 2% of the Rent for the immediately preceding year. Where duplicate License Fee would occur, a credit shall be taken by **MetroPCS** for any prepayment of duplicate License Fee by TMO/Sprint.

...

**MetroPCS** shall be responsible for all utility charges for electricity, or any other utility service used by **MetroPCS** on the Antenna Facility (the "Utility Charges"). **MetroPCS** is required to install separate meters or submeters for the utility usage of **MetroPCS**.

5. Paragraph 25. **Notices:** is amended to read as follows:

...

All notices, requests, demands and other communications shall be in writing and shall be deemed effective if sent by U.S. certified mail, return receipt requested, or when sent via a comparable courier with mail tracking to the addresses set forth below. City or MetroPCS may from time to time designate any other address for this purpose by providing written notice to the other Party.

**If to MetroPCS:**

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/6FB1440M

**If to City:**

City of Hollywood  
Attn: City Manager  
2600 Hollywood Boulevard  
Hollywood, FL 33020

**With copy to:**

Office of the City Attorney, Rm. 407  
City of Hollywood  
2600 Hollywood Blvd  
Hollywood, FL 33020

6. Paragraph 27. **Miscellaneous:** shall be added to the Agreement and shall read as follows:  
If the Property is encumbered by a deed, mortgage or other security interest, the Parties agree to execute a subordination, non-disturbance and attornment agreement.

That any charges payable under the Agreement other than License Fee shall be billed by City to **MetroPCS** within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by City.

7. Except as expressly set forth in this Fourth Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Fourth Amendment conflicts with the terms of the Agreement, the terms and provisions of this Fourth Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.
8. This Fourth Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this this Fourth Amendment will legally bind the Parties to the same extent as originals.
9. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Fourth Amendment. City represents and warrants to MetroPCS that the consent or approval of a third party has either been obtained or is not required with respect to the execution of Fourth Amendment. If City is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) City is solely is responsible for all commission, fees or other payment to Agent and (b) City shall not impose any fees on MetroPCS to compensate or reimburse City for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Fourth Amendment or any future amendment.
10. This Fourth Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS WHEREOF, the Parties have made and executed this Fourth Amendment as of the Effective Date specified above.

**City:**

City of Hollywood, a Florida municipal corporation

By: \_\_\_\_\_

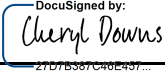
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MetroPCS:**

MetroPCS Florida, LLC, a Delaware limited liability company

By:  \_\_\_\_\_

Print Name: Cheryl Downs

Title: Sr. Director, Strategy & Planning

Date: 11/15/2024



**Approved As to Form:**

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Douglas R. Gonzales, City Attorney