

FIRST AMENDMENT TO SITE AGREEMENT FOR LAND AND CO-LOCATION ON TOWER

This First Amendment to Site Agreement for Land and Co-Location on Tower (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between the City of Deltona, a Florida municipal corporation ("**Owner**") and T-Mobile South LLC, a Delaware limited liability company ("**Lessee**") (each a "**Party**", or collectively, the "**Parties**").

Owner and Lessee (or their predecessors-in-interest) entered into that certain Site Agreement for Land and Co-Location on Tower dated October 18, 2007 (the "**Agreement**") regarding Owner's leased area ("**Premises**") located at 1190 Saxon Boulevard, Deltona, FL 32723 (the "**Property**").

For good and valuable consideration, Owner and Lessee agree as follows:

1. The Agreement is in full force and effect and neither Owner nor Lessee is in breach under the terms of the Agreement.
2. At the expiration of the Agreement, the Term of the Agreement will automatically be extended for three (3) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Lessee may elect not to renew by providing Owner thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Lessee shall pay Owner Two Thousand One Hundred Seventy-Five and No/100 Dollars (\$2,175.00) per month ("**Rent**") in advance, by the fifth (5th) day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted annually, effective on each anniversary of the Renewal Term, by an amount equal to three percent (3%) over the Rent for the immediately preceding year. This new Rent and Rent adjustment shall supersede and replace any prior Rent or Rent adjustments.
4. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Owner or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ A2A1001A

If to Owner:

City of Deltona
2345 Providence Boulevard
Deltona, FL 32725

With a mandatory copy to:
James A. Fowler, ESQ.
Fowler, O'Quinn, Feeney % Sneed, P.A.
28 West Central Blvd
Orlando, FL 32801

5. Lessee and Owner will reasonably cooperate with each other's requests to approve permit applications, equipment upgrade requests and other documents related to the Property.
6. Owner will execute a Memorandum of Agreement at Lessee's request. If the Property is encumbered by a deed, mortgage, or other security interest, Owner will also execute a subordination, non-disturbance, and attornment agreement.
7. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
8. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this 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 Amendment.
10. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Owner:

**City of Deltona,
a Florida municipal corporation**

By: _____
Print Name: Heidi K. Herzberg
Title: Mayor at Large
Date: _____

Lessee:

**T-Mobile South LLC,
a Delaware limited liability company**

By: _____
Print Name: _____
Title: _____
Date: _____



Kelly Dunham 2/3/2020
T-Mobile Contract Attorney
as to form

Witnesses

By: _____
Print Name: _____

By: _____
Print Name: _____

Witnesses

By: _____
Print Name: _____

By: _____
Print Name: _____

EXHIBIT A TENANT LOADING

1190 Saxon Blvd (DB Park) - Tower loading from various structural analyses, noted below						
Rad/Carrier	Mounting Elevation	Number of Antennas and Equipment	Antenna and Equipment Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in.)
110 (T-Mobile) Metro PCS	113	1	Raycap	ASU9338TYP01	6 1	1 5/8 1.58 Hybrid
	112	3	Andrew	SBNH-1D65C		
		6	CellMax	CMA-BDHH/6521/E0-6		
	110	3	Nokia	FHFB		
		3	Nokia	FRIG w/o Solar Shield		