

**LEASE AGREEMENT
BETWEEN
THE CITY OF COCONUT CREEK, FLORIDA
AND
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS
CONTRACT TERMS**

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this 25th day of January 2018 (the "Effective Date"), hereof by and between:

CITY OF COCONUT CREEK
A municipal corporation
4800 West Copans Road
Coconut Creek, FL 33063
(Hereinafter referred to as "CITY")

AND

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
d/b/a Verizon Wireless
One Verizon Way
Mail Stop 4AW100
Basking Ridge, New Jersey 07920
(Hereinafter referred to as "TENANT")

WHEREAS, CITY is the owner of certain real property and a telecommunications tower ("Tower") located at 5005 NW 39th Avenue, Coconut Creek, FL and commonly known as Sabal Pines Park, in the City of Coconut Creek, Broward County, Florida (hereinafter referred to as the "Land" and more particularly described in Exhibit "A" attached hereto); and

WHEREAS, TENANT desires to lease space on the Tower together with a portion of the Land to construct, maintain and operate a communications facility; and

WHEREAS, the CITY Commission concurs with the recommendation of staff and deems it in the best interest of the City of Coconut Creek to lease a portion of said real property to TENANT; and

WHEREAS, CITY and TENANT have negotiated an understanding to writing:

NOW THEREFORE, IN CONSIDERATION OF good and valuable consideration paid by TENANT to CITY, as well as the mutual covenants hereinafter exchanged, the parties agree as follows:

Section 1. **PROPERTY TO BE LEASED**

1.01 CITY shall lease to TENANT a ten foot by thirty two foot (10' x 32') parcel of real property situated in Coconut Creek, Broward County, Florida (hereinafter referred to as the "Premises" and more particularly described in Exhibit "B" attached hereto), together with the non-exclusive right for (A) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and (B) installation and maintenance of utility wires, cables, conduits and pipes, over, under, or along a right-of-way extending from the nearest public right-of-way, to the Premises (such right of way for access and utilities is described and depicted in Exhibit "B" attached hereto), together with any further rights of way over and through the Land between the Premises and the Tenant's space on the Tower for the installation, operation and maintenance of utility wires, poles,

cables, conduits, and pipes. The Premises and all of the foregoing rights-of-way are hereinafter collectively referred to as the "Property".

- 1.02 CITY further leases to TENANT certain space on the Tower as shown in Exhibit "B" attached hereto (the "Tower Space").

Section 2. DUTIES AND RESPONSIBILITIES OF TENANT

- 2.01 TENANT shall use the Tower Space for the purpose of installing, maintaining and operating the antennas and appurtenances described in Exhibit "D" attached hereto. TENANT's antennas shall be installed on the Tower at an approximate height of ninety feet (90') AGL. After initial installation of the antennas and appurtenances described in Exhibit "D" TENANT must obtain the prior consent of CITY (which consent shall not be unreasonably withheld, delayed or conditioned) before adding new antennas within the Tower Space. Notwithstanding the foregoing, in the event TENANT desires to replace existing antennas or appurtenances within the Tower Space with similar and comparable antennas and appurtenances, CITY agrees not to withhold its consent provided (a) said replacement does not increase tower loading of the Tower, and (b) TENANT provides to CITY an intermodulation study to show that installation of said replacement antennas will not violate the interference provisions of this Section 2.
- 2.02 TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of an equipment shelter, such telecommunications equipment as needed to meet TENANT's telecommunications needs and all necessary connecting appurtenances. TENANT shall be responsible for relocating the existing shelter on the Premises to a maintenance facility area on the Property; the details of such relocation, including the exact location to which the shelter shall be relocated, shall be coordinated between TENANT and CITY. TENANT's relocation of the existing shelter shall comply with all applicable City building permitting requirements. TENANT's current and anticipated future needs are shown on the site plan attached hereto as Exhibit "B." Although TENANT may not initially install all of the telecommunications equipment and appurtenances shown on said site plan, TENANT shall have the right to make all such installations and to replace, repair or otherwise modify its telecommunications equipment and appurtenances or any portion thereof installed within the Property without prior approval from the CITY; provided however, TENANT shall not have the right to make any installations outside the boundaries of the Property without obtaining the CITY's prior written consent.
- 2.03 TENANT shall be responsible for soil borings and similar tests which may be required as a condition of construction and for all expenses related to its improvements which may thereafter be constructed upon Property. CITY grants TENANT the right to use adjoining and adjacent property owned by CITY as is reasonably required during construction and installation of TENANT's improvements, provided, however, that TENANT shall be responsible for restoring said area to its original condition upon completion of the improvements.
- 2.04 TENANT shall maintain the Property in a safe and workmanlike condition and meet all applicable requirements imposed by ordinances of the CITY.
- 2.05 A) The CITY reserves the right to, at any time during this Agreement, install or have installed other antennas for government usage. Any and all future co-locators shall provide to the CITY an intermodulation study to evaluate prior to authorization to install. All antennas shall be placed at an elevation as to provide the most effective use and with the CITY's approval not unreasonably withheld. Notwithstanding anything in this Agreement to

the contrary, any antennas installed by the CITY or other co-locators shall not interfere with TENANT's operations on the Property.

B) TENANT shall supply at the time of execution of this Agreement all specific transmit and receive frequencies assigned by the Federal Communications Commission ("FCC") to TENANT for use on the Property and the Tower, which frequencies are disclosed on Exhibit "D" hereto. Notwithstanding the designation of frequencies per this paragraph, TENANT shall have the right to change and/or add to the frequencies it transmits and receives from the Property and the Tower provided (i) TENANT provides CITY with at least thirty (30) days prior written notice, (ii) the use of such frequencies does not result in violation of the interference provisions of Section 2 of this Agreement and (iii) TENANT is licensed by the FCC to use such frequencies.

- 2.06 TENANT shall furnish electric service for the operation of TENANT's telecommunications equipment in the Property. TENANT shall be solely liable for electricity expenses relating to its installation and equipment. TENANT's electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter.
- 2.07 TENANT shall submit all required applications for permits to the applicable City and/or County departments for review and approval and required fees.
- 2.08 TENANT shall be responsible for making any necessary returns for and paying any and all personal property taxes separately levied or assessed against its improvements on the Property. TENANT shall reimburse CITY, as additional rent, for TENANT's proportionate share of any increase in real estate taxes levied against the Land in excess of the taxes due for the previous years' real estate taxes on the Land, provided CITY demonstrates that such increase arises from TENANT's improvements and/or TENANT's use of the Property. TENANT shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which TENANT is wholly or partly responsible for payment under this Agreement. CITY shall reasonably cooperate with TENANT in filing any appeal or challenge to real estate taxes.
- 2.09 Upon the expiration or earlier termination of this Agreement, TENANT shall, within ninety (90) days, remove its personal property and fixtures and restore the Property to its original condition, reasonable wear and tear and acts beyond TENANT's control excepted. At CITY's option, when this Agreement is terminated and upon CITY's advance written notice to TENANT, TENANT will leave the foundation and security fences to become property of CITY. If such time for removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly prorated basis, if based upon a longer payment term, until such time as the removal of personal property and fixtures is completed.
- 2.10 TENANT shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within thirty (30) days following receipt of notice from the CITY of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which CITY permits TENANT to perform on the Property shall be deemed to be for the use and benefit of CITY by reason of its consent to such work. CITY shall have the right to post notices that it is not responsible for payment for any such work.
- 2.11 TENANT acknowledges that it is a priority for the CITY to accommodate collocation and/or combining wherever and whenever possible. From time to time, CITY may grant to itself and to other entities the right to operate wireless communications facilities at the Tower and/or the right to install antennas in connection with the operation of such facilities or other

communications facilities and TENANT will not object to such facilities: provided, however that CITY shall not allow the operation of such future facilities and antennas by the CITY or any other tenants to interfere with the operation of TENANT's antennas and equipment as it exists at the time of such other tenant's installation or as it may be modified at any time during the term of this Agreement, as the same may be extended. If any such interference occurs, CITY agrees to eliminate or cause the elimination of such interference with TENANT's operations within a reasonable time after receipt of TENANT's notice of such interference and, if necessary, to cause the interfering party to cease its operations. If such interference continues for more than thirty (30) days after TENANT's notice to CITY with respect to such interference, then TENANT shall have the right, in addition to its right to pursue any or all other remedies available to it at law or in equity, to immediately terminate this Agreement by giving written notice to CITY of such termination.

- 2.12 CITY hereby agrees that if, because of TENANT's operations from the Property, any laws or regulations of the Federal Aviation Administration ("FAA"), FCC or any other applicable governmental agency or body require or recommend that TENANT's antennas and/or the Tower be lit and/or marked, TENANT may install and maintain such lighting and markings at Tenant's expense. In no event, however, shall TENANT be responsible for the installation or maintenance of any lighting or markings required by the operations of the CITY, or any other tenant in the Tower. CITY will permit TENANT access to all portions of the Tower that TENANT may need in order to check and replace such required or recommended lighting or markings.
- 2.13 TENANT acknowledges and agrees that the TENANT'S equipment installations shall be located alongside other existing wireless providers' equipment on the Tower and TENANT shall cooperate with other tenants on the Tower in coordination of TENANT'S installation.
- 2.14 TENANT shall place around the perimeter of the Premises a security fence which meets the approval and requirements of the CITY.

Section 3. DUTIES AND RESPONSIBILITIES OF CITY

- 3.01 CITY shall cooperate with TENANT in its effort to obtain certificates, permits and other approvals that may be required by any federal, state or county authorities.
- 3.02 CITY shall grant TENANT the right to survey the Property in order to meet requirements to submit the applications for permits.
- 3.03 CITY shall cooperate with TENANT in its effort to obtain utility services over, under, or along a right-of-way extending from the nearest public right-of-way, to the Premises (such right of way is described and depicted in Exhibit "B" attached hereto), including signing such documents of easements as may be required by any public utility. If any public utility is unable to use the aforementioned right-of-way, the CITY hereby agrees to grant an additional right-of-way(s) either to the TENANT or to the public utility.
- 3.04 CITY shall maintain the Tower in compliance with all applicable federal, state and local laws, rules, regulations and codes, including any FAA and/or FCC regulations relating to tower marking and lighting if applicable.

Section 4. ACKNOWLEDGEMENT

- 4.01 CITY and TENANT acknowledge that TENANT's ability to use the Property and Tower Space is contingent upon TENANT obtaining, after the execution of the Agreement, all the certificates, permits and other approvals that are required by any federal, state and/or local authorities. In the event that any certificate, permit or approval issued to TENANT is

canceled, expires, lapses or is otherwise withdrawn or terminated by a governmental authority, so that TENANT is unable to use the Property and Tower for their intended purpose, TENANT shall have the right to terminate this Agreement by providing a six (6) month written notice prior to the effective termination date.

- 4.02 TENANT agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. CITY represents, warrants and agrees (a) that neither CITY nor, to CITY's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (b) that CITY will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. CITY and TENANT each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph or any inaccuracy of belief in the condition of the Land. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of the Agreement.
- 4.03 CITY covenants that CITY has good and sufficient title and interest to the Land and has full authority to enter into and execute this Agreement. CITY further covenants that there are no other liens, judgments or impediments of title on the Land.
- 4.04 TENANT covenants that the person or persons executing this Agreement on behalf of TENANT has the full right, power and authority to enter into and execute this Agreement on TENANT's behalf.

Section 5. TERM OF AGREEMENT

- 5.01 Term: The initial term of this Agreement shall be ten (10) years commencing upon the first day of the month immediately following the date that is one hundred twenty (120) days after full execution of this Agreement ("Commencement Date") and terminating on the day immediately preceding the tenth (10th) anniversary of the Commencement Date (the "Term") unless otherwise terminated pursuant to the terms of this Agreement. TENANT shall have the right to extend the Term for two (2) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein.
- 5.02 Renewals: The Renewal Terms shall automatically occur unless TENANT gives written notice to the CITY of its intention not to extend this Agreement at least six (6) months prior to the end of the current term.
- 5.03 If, at the end of the last Renewal Term, this Agreement has not been terminated by either party giving to the other party written notice of its intention to terminate at least six (6) months prior to the end of the last Renewal Term, this Agreement shall remain in force and effect upon the same covenants, terms and conditions. This Agreement shall renew for annual terms thereafter on the same financial terms, including annual increases, unless terminated by either party by giving the other party written notice of its intention to terminate at least six (6) months prior to the end of such term.

Section 6. CONSIDERATION

- 6.01 Rent: Within thirty (30) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay as rent Thirty Nine Thousand Nine Hundred and XX/100 Dollars (\$39,900.00) per year payable in equal monthly installments ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to CityScape Consultants, Inc., the City's Tower Manager, at the address specified in Section 16 herein or to such other person, firm or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section 16 below. The rent thereafter shall be increased annually on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the annual rent in effect for the previous twelve (12) months.
- 6.02 TENANT shall pay all applicable sales taxes (except to the extent that TENANT is or may become exempt from the payment of sales tax in the jurisdiction in which the Land is located), real estate taxes directly assessed against TENANT's property, utility charges, cost of maintenance, and all other charges and expenses associated with the TENANT's use of the Property and the Tower.
- 6.03 Rental Documentation: CITY hereby agrees to provide to TENANT certain documentation (the "Rental Documentation") evidencing CITY's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to TENANT in TENANT's reasonable discretion, evidencing CITY's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, and such complete and fully executed state and local withholding forms as are reasonably requested by TENANT, for any party to whom rental payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from TENANT, CITY agrees to provide updated Rental Documentation in a form reasonably acceptable to TENANT. The Rental Documentation shall be provided to TENANT in accordance with the provisions of and at the address given in Section 16 below. The Parties agree and acknowledge that TENANT shall be responsible for the monthly rental payments due under this Agreement commencing on the Commencement Date and for each month thereafter throughout the term of this Agreement (except as otherwise provided herein), but that TENANT will be unable to process any rental payments until the Rental Documentation has been supplied to TENANT as provided herein. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of CITY shall provide to TENANT Rental Documentation in the manner set forth in this paragraph.

Section 7. TERMINATION

- 7.01 Prior to the end of each term of this Agreement, TENANT may terminate this Agreement by providing written notice to the CITY, pursuant to Section 16, at least six (6) months prior to the end of the current term.
- 7.02 Should TENANT default under any of the terms of this Agreement, CITY may terminate this Agreement for any cause by providing a ninety (90) calendar day written notice to TENANT; however, TENANT shall be given the opportunity to correct any default within forty-five (45) calendar days of receipt of written notice of such default from CITY. This Agreement shall not be terminated if such default is of a nature that it cannot be cured in forty-five (45) calendar days and TENANT is diligently proceeding to cure such defect.

- 7.03 As set forth in Section 5.03, either party may terminate this Agreement at the end of the last Renewal Term (i.e., after a period of twenty (20) years) provided said party gives the other party written notice at least six (6) months prior to the end of the last Renewal Term.
- 7.04 In the event of termination of this Agreement by TENANT, all rental fees paid prior to said termination date shall be retained by the CITY.
- 7.05 Upon termination, TENANT shall offer CITY first option to purchase certain remaining improvements located on the Property for the agreed upon sum of One Hundred and XX/100 Dollars (\$100.00). The parties acknowledge that TENANT's equipment shelter(s) is not intended to remain upon termination. CITY shall have sixty (60) calendar days from the effective date of termination in which to exercise this option. Notwithstanding the foregoing, under no circumstances does CITY have the right to purchase any of TENANT's equipment.
- 7.06 TENANT shall have a reasonable time, not to exceed fifteen (15) days from receipt of notice from the CITY to the TENANT, to correct any safety hazard in violation of federal, state, county or local law or ordinance that exists on the Property after receipt of notice from any appropriate CITY official or designee. Failure to comply with this provision may result in the termination of this Agreement, however, the CITY may extend the time period if the TENANT is making good faith efforts, to the CITY's reasonable satisfaction, to correct said hazard.
- 7.07 In the event TENANT determines that the Property and the Tower are no longer technically compatible for its intended use, TENANT shall have the right to terminate this Agreement by providing at least six (6) months' written notice to the CITY together with a termination fee in a sum equal to two (2) years' Rent then payable pursuant to the Agreement.

Section 8. INDEMNIFICATION

- 8.01 TENANT agrees to indemnify, save and hold harmless from and defend CITY and its Commission members, officers, agents, and employees from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with or because of the use and occupancy of the Property by TENANT or its officers, agents, employees or independent contractors under this Agreement or the breach of this Agreement, by TENANT. Pursuant to the foregoing, TENANT shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, reasonable attorney fees, paralegal fees, and costs to defend all suits. Such indemnification shall not be limited to the amount of comprehensive general insurance, which TENANT is required to obtain under this Agreement. This indemnity shall not apply to the extent any claims arise from an act of negligence or intentional misconduct of the indemnified party.
- 8.02 To the extent permitted by law, the CITY agrees to hold TENANT, its officers, agents and employees, harmless and indemnify for liability arising out of the use or occupancy of the Land by CITY pursuant to this Agreement. Pursuant to its liability, CITY shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, attorney fees, paralegal fees, and costs to defend all suits. This indemnity shall not apply to the extent any claims arise from an act of negligence or intentional misconduct of the indemnified party. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under Section 768.28, Fla. Stat. as amended from time to time.

Section 9. INSURANCE

- 9.01 CITY and TENANT shall each procure and maintain commercial general liability insurance covering bodily injury and property damage with a combined single limit of at least One Million and XX/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of the insuring party and its employees and agents arising out of or in connection with its use of the Property and/or the Tower, all as provided for herein.
- 9.02 CITY, upon execution of this Agreement by TENANT, requires a Certificate of Insurance from a Florida qualified insurance carrier, including CITY as an additional insured as their interests may appear under this Agreement under TENANT's commercial general liability insurance policy. Upon receipt of notice of cancellation from its insurer Verizon shall endeavor to provide City with thirty (30) day notice of such cancellation.
- 9.03 CITY and TENANT each hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Land, the Property, the Tower or to any property contained thereon, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them.
- 9.04 Any contractor or subcontractors who perform work on behalf of TENANT shall maintain at least substantially the same insurance coverages with substantially the same limits as that required of TENANT is required to maintain under this Agreement.
- 9.05 Violation of the terms of Section 9 and its sub-parts shall constitute a breach of the Agreement and CITY, at its sole discretion, may terminate the Agreement.

Section 10. ASSIGNMENT

- 10.01 This Agreement may be sold, assigned or transferred by TENANT without any approval or consent of CITY to TENANT's principal(s), affiliates, or any subsidiary of TENANT, its principal(s) or affiliates, or to any FCC licensed wireless provider entity which acquires all or substantially all of TENANT'S assets in the market defined by the FCC in which the Land is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of CITY, which such consent will not be unreasonably withheld, delayed or conditioned. Notwithstanding any such assignment, subletting or transfer by TENANT. TENANT agrees that it shall remain liable for all monetary and non-monetary obligations under this Agreement. Except as provided herein, TENANT shall not assign, transfer or sublet any of its rights or obligations under this Agreement to any third parties without the express written consent of CITY.
- 10.02 The CITY may assign some or all of its responsibilities under this Agreement to a tower management company, including the right to administer this Agreement, collect rent, ensure compliance with applicable federal and state laws, and other administrative details, without consent of TENANT.

Section 11. COMPLIANCE WITH LAWS

- 11.01 TENANT shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, CITY and any other public authority which may be applicable.

Section 12. GOVERNING LAW: VENUE

- 12.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.
- 12.02 Venue shall be exclusively in Broward County, Florida or in any federal court having jurisdiction over Broward County, Florida.

Section 13. **INSOLVENCY**

- 13.01 In the event that either party shall be adjudicated insolvent, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation and such proceeding is not discharged or vacated within one hundred twenty (120) calendar days after the filing thereof, then, at the option of the other party or immediately upon written notice, this Agreement shall terminate and be of no further force and affect. Notwithstanding the foregoing, TENANT shall not be in breach of this paragraph so long as TENANT is not in default of its rental obligation under this Agreement.

Section 14. **ENTIRE AGREEMENT**

- 14.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties, whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election, but the same shall continue and remain in full force and effect.

Section 15. **SEVERABILITY**

- 15.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 16. **NOTICES**

- 16.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, to the persons and addresses as shown below.

As to CITY:

City's Tower Manager:
CityScape Consultants, Inc.
7050 W Palmetto Park Rd. #15-652
Boca Raton, FL 33433
Attention: Contract Administrator

As to TENANT:

Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

With copy to:

CITY OF COCONUT CREEK

4800 West Copans Road
Coconut Creek, FL 33063
Attn: City Manager

Section 17. OTHER PROVISIONS

- 17.01 Should the CITY, at any time during the term of this Agreement, decide to sell all or part of the Land to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT's rights hereunder, and any sale by the CITY of the portion of the Land underlying the right-of-way herein granted shall be under and subject to the right of the TENANT in and to such right-of-way.
- 17.02 If any one party to this Agreement obtains a judgment against the other party by reason of breach of this Agreement, the prevailing party shall be entitled to all actual expenses incurred in connection therewith, including reasonable attorney's fees and costs, including paralegal costs, at both the trial and appellate levels.
- 17.03 CITY agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of TENANT shall remain the personal property of TENANT, and TENANT shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable law. CITY waives any lien rights it may have concerning TENANT's property.
- 17.04 If circumstances occur or threaten to occur from which CITY may reasonably conclude that damage is likely to occur to the property of TENANT, or of the property of any other person, or that substantial threat to life exist, before agents of TENANT can be advised and respond, CITY without notice to TENANT, may repair, maintain, de-energize, disconnect or dismantle any or all equipment and/or lines of TENANT and take any other action which, in CITY's discretion, may appear necessary, with respect to the property of TENANT, without any liability on the part of CITY for any damage that such action may cause except to the extent such damage results from the negligence or willful misconduct of CITY. If CITY takes any actions authorized by this Section 17.04, it will telephonically notify TENANT's National Operations Center thereof by calling (800) 264-6620 as soon as practicable under the circumstances.

Section 18. RECORDATION

- 18.01 CITY and TENANT agree that a Memorandum of Agreement in the form annexed hereto as Exhibit "C" shall be recorded in the Public Records of Broward County, Florida upon execution of this Agreement. The cost for recordation shall be paid by the TENANT.

Section 19. DESTRUCTION OR CONDEMNATION

- 19.01 If the Property or the portion of the Land that contains the Tower compound or TENANT's equipment is damaged, destroyed, condemned or transferred in lieu of condemnation, and as a result of such damage, destruction, condemnation or transfer, TENANT reasonably believes that its operations will be interfered with for more than forty-five (45) days, TENANT may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to CITY no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If TENANT chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Property and Tower.

Section 20. ACCESS TO TOWER

- 20.01 CITY agrees that TENANT shall have free access to the Tower at all times for the purpose of installing and maintaining TENANT's equipment. CITY shall furnish TENANT with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of TENANT or CITY or persons under their direct supervision will be permitted to enter said premises.

Section 21. WARRANTY OF QUIET ENJOYMENT

- 21.01 CITY warrants that CITY has the full right to make and perform this Agreement; and CITY covenants and agrees with TENANT that upon TENANT paying the Rent and observing and performing all the terms, covenants and conditions on TENANT's part to be observed and performed, TENANT shall peacefully and quietly enjoy the Property and Tower Space. CITY agrees to indemnify and hold harmless TENANT from any and all claims on TENANT's leasehold interest.

Section 22. SUCCESSORS

- 22.01 This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

Section 23. SURVIVAL

- 23.01 The provisions of the Agreement relating to indemnification from one party hereto to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

Section 24. CAPTIONS

- 24.01 The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURES ON NEXT PAGE]

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OWNER Site I.D.: Sabal Pines Park
SITE MANAGEMENT I.D.: CFLCOC20-3
TENANT Site I.D.: Coconut Creek Sabal Pines Park / 69419

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY

CITY OF COCONUT CREEK

Rebecca A. Tooley

Rebecca A. Tooley

Print Name: Rebecca A. Tooley
Title: Mayor



Leslie Wallace May
Leslie Wallace May, City Clerk

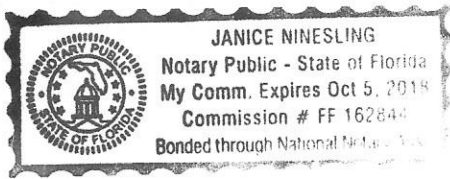
Approved as to form:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of January, 2018 by Rebecca A. Tooley, as Mayor of the CITY OF COCONUT CREEK, a municipal corporation. She is personally known to me or has provided _____ as identification and she ~~did~~ did not take an oath.



Janice Ninesling
Notary Public, State of Florida

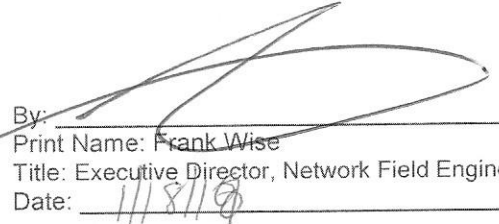
Janice Ninesling
Printed, typed or stamped Name of Notary
My commission number and expiration date:

OWNER Site I.D.: Sabal Pines Park
SITE MANAGEMENT I.D.: CFLCOC20-3
TENANT Site I.D.: Coconut Creek Sabal Pines Park / 69419

TENANT

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
d/b/a Verizon Wireless

Doris P. Roosen
Witness
Print: DORIS P. ROOSEN


By: _____
Print Name: Frank Wise
Title: Executive Director, Network Field Engineering
Date: 11/8/09

Caryn Braunstein
Witness
Print: Caryn Braunstein

EXHIBIT A

to the Agreement dated _____, 2018, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, as Tenant.

LEGAL DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

ALL OF TRACT "B" AND THAT CERTAIN 100 FOOT CANAL RIGHT-OF-WAY AS SHOWN ON WINSTON PARK SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 135, PAGE 1 OF SAID PUBLIC RECORDS, TOGETHER WITH ALL OF PARCEL "E" AND A PORTION OF PARCEL "C" AS SHOWN ON BANYAN TRAILS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 154, PAGE 3, OF SAID PUBLIC RECORDS, TOGETHER WITH ALL OF PARCEL "B", COCO LAKES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT ROAD RESERVATION AS VACATED BY OFFICIAL RECORDS BOOK 15870, PAGE 4 OF SAID PUBLIC RECORDS, TOGETHER WITH A PORTION OF THAT CERTAIN ROAD RESERVATION AS SHOWN OF THE PLAT OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 3, PAGES 45 THRU 54 (INCLUSIVE) OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: * SEE NOTE BELOW

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B", ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL "E"; THENCE SOUTH $00^{\circ}59'22''$ EAST, A DISTANCE OF 1078.85 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF $25^{\circ}02'49''$, A DISTANCE OF 289.84 FEET; THENCE NORTH $70^{\circ}02'00''$ WEST, NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 239.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 491.00 FEET AND A CENTRAL ANGLE OF $37^{\circ}09'06''$, A DISTANCE OF 317.09 FEET; THENCE NORTH $67^{\circ}02'30''$ WEST, NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 744.70 FEET; THENCE NORTH $62^{\circ}09'16''$ WEST, A DISTANCE OF 94.84 FEET; THENCE NORTH $81^{\circ}02'06''$ WEST, A DISTANCE OF 202.30 FEET; THENCE SOUTH $42^{\circ}06'10''$ WEST, A DISTANCE OF 31.48 FEET; THENCE NORTH $81^{\circ}38'40''$ WEST, A DISTANCE OF 145.88 FEET; THENCE SOUTH $25^{\circ}47'25''$ WEST, A DISTANCE OF 126.68 FEET; THENCE SOUTH $52^{\circ}02'35''$ WEST, A DISTANCE OF 226.06 FEET; THENCE SOUTH $39^{\circ}00'04''$ WEST, A DISTANCE OF 119.84 FEET; THENCE NORTH $57^{\circ}08'09''$ WEST, ALONG THE SOUTHWEST BOUNDARY OF SAID PARCEL "E" AND THE SOUTHEASTERLY PROJECTION THEREOF, A DISTANCE OF 403.56 FEET TO THE SOUTHEAST CORNER OF LOT 54 OF SAID WINSTON PARK SECTION TWO; THENCE NORTH $00^{\circ}24'54''$ WEST, ALONG THE EAST BOUNDARY OF SAID LOT 54 AND THE NORTHERLY PROJECTION THEREOF, ALSO BEING ALONG THE WEST BOUNDARY OF SAID PARCEL "E", A DISTANCE OF 574.86 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "E"; THENCE NORTH $09^{\circ}07'06''$ EAST, ALONG THE NORTH BOUNDARY OF SAID PARCEL "E" AND CONTINUING ALONG THE NORTH BOUNDARY OF SAID PARCEL "D", A DISTANCE OF 1815.69 FEET TO THE INTERSECTION WITH THE INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WEST BOUNDARY OF SAID TRACT "B"; THENCE NORTH $00^{\circ}59'52''$ WEST, ALONG SAID SOUTHERLY PROJECTION, A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "B"; THENCE CONTINUE NORTH $00^{\circ}59'22''$ WEST ALONG SAID WEST BOUNDARY OF TRACT "B", A DISTANCE OF 872.34 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY OF WINSTON PARK BOULEVARD AS SHOWN ON SAID WINSTON PARK SECTION TWO, THE RADIUS POINT OF THE NEXT DESCRIBED CURVE BEARS NORTH $43^{\circ}07'21''$ WEST FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG SAID WINSTON PARK BOULEVARD RIGHT-OF-WAY, HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF $00^{\circ}29'39''$, A DISTANCE OF 2.50 FEET; THENCE NORTH $60^{\circ}02'27''$ EAST, NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 64.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $59^{\circ}02'28''$, A DISTANCE OF 25.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF $72^{\circ}02'31''$, A DISTANCE OF 114.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $36^{\circ}07'07''$, A DISTANCE OF 15.71 FEET TO THE POINT OF TANGENCY; THENCE NORTH $84^{\circ}33'31''$ EAST, A DISTANCE OF 119.16 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "B"; THE RADIUS POINT OF THE NEXT DESCRIBED CURVE BEARS SOUTH $06^{\circ}04'01''$ WEST FROM SAID CORNER; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF $80^{\circ}06'37''$, A DISTANCE OF 379.87 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $00^{\circ}59'22''$ EAST, A DISTANCE OF 339.95 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE WESTERLY BOUNDARY OF N.W. 39th AVENUE AS SHOWN ON SAID COCO LAKES PLAT.

* NOTE: PARCEL "D", BANYAN TRAILS, PLAT BOOK 154, PAGE 3 AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WAS NOT INCLUDED IN DESCRIPTION CAPTION AND SHOULD BE.

CONTAINING 54.158 ACRES, MORE OR LESS.

EXHIBIT B

to the Agreement dated _____, 2018, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, as Tenant.

DESCRIPTION OF THE PROPERTY AND DEPICTION OF THE PROPERTY AND TOWER SPACE

LEGAL DESCRIPTION FOR TENANT LEASE SITE:

DESCRIPTION OF PROPOSED VERIZON WIRELESS LEASE PARCEL

DESCRIPTION PREPARED BY THIS OFFICE

A parcel of land lying in City of Coconut Creek Sabal Pines Park and being a portion of Parcel "D", BANYAN TRAILS, according to the Plat thereof, as recorded in Plat Book 154, Page 3, of the Public Records of Broward County, Florida, said parcel more particularly described as follows:

COMMENCING at the Southwest corner of Tract "B" of the plot of WINSTON PARK SECTION TWO according to the Plat thereof, as recorded in Plat Book 136, Page 1, of the Public Records of Broward County, Florida, proceed South 00°50'22" East along the Southerly extension of the West line thereof a distance of 15.00 feet to a point on the North line of said Parcel "D" of said BANYAN TRAILS plat, said point being a change in direction of City of Coconut Creek Sabal Pines Park boundary; thence North 89°37'06" East along the North line of said Parcel "D" a distance of 263.75 feet; thence South 00°22'54" East a distance of 54.91 feet to the POINT OF BEGINNING; thence South 60°51'51" East a distance of 32.00 feet; thence South 29°09'09" West a distance of 10.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 29°09'09" East a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 320 square feet.

LEGAL DESCRIPTION FOR TENANT ACCESS AND UTILITY EASEMENT:

DESCRIPTION OF PROPOSED VERIZON WIRELESS GROUND RING & MAINTENANCE EASEMENT

DESCRIPTION PREPARED BY THIS OFFICE

A parcel of land lying in City of Coconut Creek Sabal Pines Park and being a portion of Parcel "D", BANYAN TRAILS, according to the Plat thereof, as recorded in Plat Book 154, Page 3, of the Public Records of Broward County, Florida, said parcel more particularly described as follows:

COMMENCING at the Southwest corner of Tract "B" of the plot of WINSTON PARK SECTION TWO according to the Plat thereof, as recorded in Plat Book 136, Page 1, of the Public Records of Broward County, Florida, proceed South 00°50'22" East along the Southerly extension of the West line thereof a distance of 15.00 feet to point on the North line of said Parcel "D" of said BANYAN TRAILS plat, said point being a change in direction of City of Coconut Creek Sabal Pines Park boundary; thence North 89°37'06" East along the North line of said Parcel "D" a distance of 263.75 feet; thence South 00°22'54" East a distance of 54.91 feet; thence North 15°50'51" West a distance of 4.24 feet to the POINT OF BEGINNING; thence South 60°51'51" East a distance of 38.00 feet; thence South 29°09'09" West a distance of 13.50 feet; thence North 60°51'51" West a distance of 38.00 feet; thence North 29°09'09" East a distance of 13.50 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parcel:

COMMENCING at the Southwest corner of said Tract "B" of said plot of WINSTON PARK SECTION TWO, proceed South 00°50'22" East along the Southerly extension of the West line thereof a distance of 15.00 feet to a point on the North line of said Parcel "D" of said BANYAN TRAILS plat, said point being a change in direction of City of Coconut Creek Sabal Pines Park boundary; thence North 89°37'06" East along the North line of said Parcel "D" a distance of 263.75 feet; thence South 00°22'54" East a distance of 54.91 feet to the POINT OF BEGINNING; thence South 60°51'51" East a distance of 32.00 feet; thence South 29°09'09" West a distance of 10.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 29°09'09" East a distance of 10.00 feet to the POINT OF BEGINNING.

Containing a net area of 193 square feet.

DESCRIPTION OF METRO PCS UTILITY EASEMENT

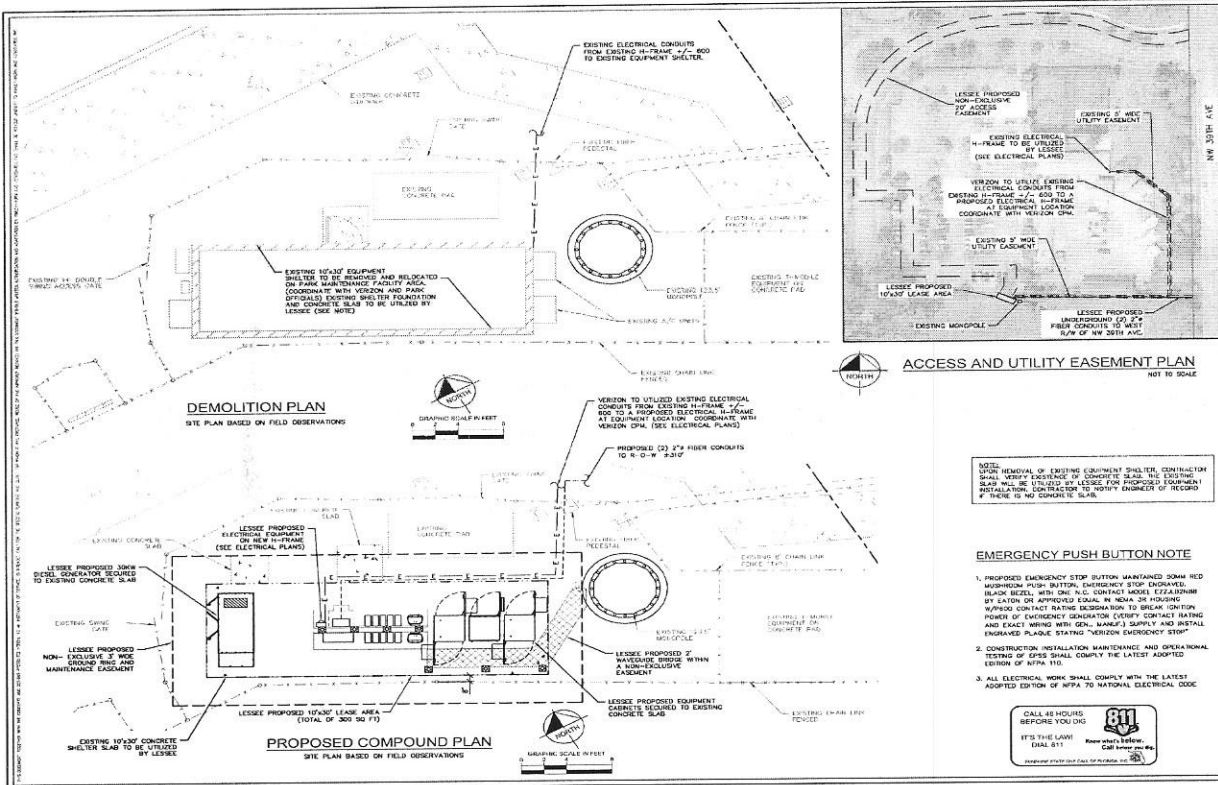
DESCRIPTION PROVIDED BY CLIENT

A parcel of land being a portion of Parcel "D" and Parcel "E", BANYAN TRAILS, as recorded in Plat Book 154, Page 3, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "D"; thence on a plat bearing of South 00°50'22" East along the East line of Parcel "D", a distance of 95.09 feet; thence South 89°09'38" West a distance of 4.63 feet to the POINT OF BEGINNING; thence North 29°17'35" East a distance of 12.00 feet; thence North 79°31'44" East a distance of 27.97 feet; thence South 65°44'36" East a distance of 27.15 feet; thence South 84°42'59" East a distance of 56.40 feet; thence North 74°02'04" East a distance of 86.84 feet; thence North 23°32'02" East a distance of 30.29 feet; thence North 00°14'14" West a distance of 117.42 feet; thence North 09°44'18" West a distance of 82.00 feet; thence North 37°08'16" West a distance of 29.72 feet; thence South 90°00'00" West a distance of 36.25 feet; thence North 00°00'00" East a distance of 10.00 feet; thence North 90°00'00" East a distance of 41.22 feet; thence South 37°08'16" East a distance of 37.13 feet; thence South 09°44'18" East a distance of 85.27 feet; thence South 00°14'14" East a distance of 82.22 feet; thence North 74°58'02" East a distance of 35.69 feet to a point on the West right-of-way line of N.W. 39th Avenue; thence South 00°50'22" East along said West right-of-way line a distance of 10.31 feet; thence South 74°58'22" West a distance of 35.81 feet; thence South 00°14'14" East a distance of 27.79 feet; thence South 23°32'02" West a distance of 37.11 feet; thence South 74°02'04" West a distance of 93.43 feet; thence North 84°42'59" West a distance of 59.95 feet; thence North 65°44'36" West a distance of 27.05 feet; thence South 70°31'44" West a distance of 31.40 feet to the POINT OF BEGINNING.

Said parcel of land situate within Broward County, Florida, containing 5,469.27 square feet more or less.

[See Attached thirteen (3) pages for depiction of site survey and site plan]



verizon
4700 EXCHANGE ST., SUITE 100
BROWARD COUNTY, FL 33411
(561) 890-3000

PROJECT INFORMATION:
CITY OF COCONUT CREEK SIGNAL PINES PARK
SITE No 69419
5005 NW 39TH AVE.
COCONUT CREEK, FL 33073
BROWARD COUNTY

CURRENT ISSUE DATE:
MAY 2017

ISSUED FOR:
CONSTRUCTION DRAWINGS

REV. DATE: DESCRIPTION:

SCALE:

PLANS PREPARED BY:
Kimley-Horn
7120 UNIVERSITY BLVD
SUITE 200
FORT LAUDERDALE, FL 33404
TEL: 754-221-1100
FAX: 754-221-1100

PROJECT DATA:

DRAWN BY: CHR. / **CHECKED BY:** J. / **DATE:** / /

R/D	ARS	M/M
NEW: C. WARDEN	RE: T. HALL	RE: T. HALL
REVISED: M. WELLS	RE: T. HALL	RE: T. HALL
REVISION: J. WARDEN	RE: T. HALL	RE: T. HALL

SHEET TITLE:
COMPOUND PLAN

SHEET NUMBER:
C-1

KVA Job #:
044048057

EXHIBIT C

to the Agreement dated _____, 2018, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, as Tenant.

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

Bonnie Bolz Merkt, Esq.
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into on _____, 2018, by the City of Coconut Creek, a municipal corporation, with an address at 4800 West Copans Road, Coconut Creek, Florida 33063 (hereinafter referred to as "**Owner**" or "**Landlord**") and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "**Tenant**").

1. Owner and Tenant entered into a Lease Agreement ("**Agreement**") dated as of _____, 2018, effective upon full execution of the parties ("**Effective Date**") for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of Tenant's tenancy under the Agreement is for ten (10) years commencing the first day of the month immediately following the date that is one hundred twenty (120) days after full execution of this Agreement (the "**Commencement Date**") and terminating on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, with two (2) successive five (5) year options to renew.
3. The Land that is the subject of the Agreement is described in Exhibit "1A" attached hereto. The portion of the Land being leased to Tenant (the "**Premises**") and all necessary access and utility easements (together with the Premises, the "**Property**") are also described in Exhibit "1B" attached hereto.

[Signatures appear on the following page.]

OWNER Site I.D.: Sabal Pines Park
SITE MANAGEMENT I.D. CFLCOC20-3
TENANT Site I.D. : Coconut Creek Sabal Pines Park / 69419

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

The City of Coconut Creek, a municipal corporation

By:

EXHIBIT ONLY – DO NOT EXECUTE

Name: Rebecca A. Tooley

Title: Mayor

Date: _____

TENANT:

Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless

By:

EXHIBIT ONLY – DO NOT EXECUTE

Name: Frank Wise

Title: Executive Director, Network Field Engineering

Date: _____

OWNER Site I.D.: Sabal Pines Park
SITE MANAGEMENT I.D. CFLCOC20-3
TENANT Site I.D. : Coconut Creek Sabal Pines Park / 69419

STATE OF _____

COUNTY OF _____

On _____, 2018, before me, _____,
Notary Public, personally appeared Rebecca A. Tooley, Mayor, for the City of Coconut Creek, a municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

STATE OF _____

COUNTY OF _____

On _____, 2018, before me, _____,
Notary Public, personally appeared Frank Wise, Executive Director Network Field Engineering, for Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

MEMORANDUM OF AGREEMENT
EXHIBIT A1

to the Memorandum of Agreement dated _____, 2018, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, as Tenant.

LEGAL DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

ALL OF TRACT "B" AND THAT CERTAIN 100 FOOT CANAL RIGHT-OF-WAY AS SHOWN ON WINSTON PARK SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 136, PAGE 1 OF SAID PUBLIC RECORDS, TOGETHER WITH ALL OF PARCEL "E" AND A PORTION OF PARCEL "C" AS SHOWN ON BANYAN TRAILS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 154, PAGE 3, OF SAID PUBLIC RECORDS, TOGETHER WITH ALL OF PARCEL "B", COCO LAKES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155, PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT ROAD RESERVATION AS VACATED BY OFFICIAL RECORDS BOOK 15870, PAGE 4 OF SAID PUBLIC RECORDS, TOGETHER WITH A PORTION OF THAT CERTAIN ROAD RESERVATION AS SHOWN OF THE PLAT OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 3, PAGES 45 THRU 54 (INCLUSIVE) OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: SEE NOTE BELOW

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B", ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL "E"; THENCE SOUTH 00°28'22" EAST, A DISTANCE OF 1078.85 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 25°28'49", A DISTANCE OF 289.84 FEET; THENCE NORTH 70°22'00" WEST, NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 239.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 491.00 FEET AND A CENTRAL ANGLE OF 37°28'06", A DISTANCE OF 317.09 FEET; THENCE NORTH 67°28'30" WEST, NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 744.70 FEET; THENCE NORTH 62°28'16" WEST, A DISTANCE OF 94.84 FEET; THENCE NORTH 81°28'06" WEST, A DISTANCE OF 202.30 FEET; THENCE SOUTH 42°26'10" WEST, A DISTANCE OF 31.48 FEET; THENCE NORTH 81°28'40" WEST, A DISTANCE OF 145.88 FEET; THENCE SOUTH 25°28'25" WEST, A DISTANCE OF 126.68 FEET; THENCE SOUTH 82°59'35" WEST, A DISTANCE OF 226.06 FEET; THENCE SOUTH 39°00'04" WEST, A DISTANCE OF 119.84 FEET; THENCE NORTH 57°28'08" WEST, ALONG THE SOUTHWEST BOUNDARY OF SAID PARCEL "E" AND THE SOUTHEASTERLY PROJECTION THEREOF, A DISTANCE OF 403.56 FEET TO THE SOUTHEAST CORNER OF LOT 64 OF SAID WINSTON PARK SECTION TWO; THENCE NORTH 08°21'54" WEST, ALONG THE EAST BOUNDARY OF SAID LOT 64 AND THE NORTHERLY PROJECTION THEREOF, ALSO BEING ALONG THE WEST BOUNDARY OF SAID PARCEL "E", A DISTANCE OF 674.88 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "E"; THENCE NORTH 89°28'06" EAST, ALONG THE NORTH BOUNDARY OF SAID PARCEL "E" AND CONTINUING ALONG THE NORTH BOUNDARY OF SAID PARCEL "D", A DISTANCE OF 1816.59 FEET TO THE INTERSECTION WITH THE INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WEST BOUNDARY OF SAID TRACT "B"; THENCE NORTH 00°58'52" WEST, ALONG SAID SOUTHERLY PROJECTION, A DISTANCE OF 15.00 FEET TO THE SOUTH WEST CORNER OF SAID TRACT "B"; THENCE CONTINUE NORTH 00°09'22" WEST ALONG SAID WEST BOUNDARY OF TRACT "B", A DISTANCE OF 872.34 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY OF WINSTON PARK BOULEVARD AS SHOWN ON SAID WINSTON PARK SECTION TWO, THE RADIUS POINT OF THE NEXT DESCRIBED CURVE BEARS NORTH 43°27'21" WEST FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG SAID WINSTON PARK BOULEVARD RIGHT-OF-WAY, HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF 00°27'39", A DISTANCE OF 2.50 FEET; THENCE NORTH 60°02'27" EAST, NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 84.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 59°28'28", A DISTANCE OF 25.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 72°02'31", A DISTANCE OF 114.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 38°28'07", A DISTANCE OF 16.71 FEET TO THE POINT OF TANGENCY; THENCE NORTH 84°28'31" EAST, A DISTANCE OF 119.16 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "B"; THE RADIUS POINT OF THE NEXT DESCRIBED CURVE BEARS SOUTH 06°03'01" WEST FROM SAID CORNER; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 50°28'37", A DISTANCE OF 379.87 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°20'22" EAST, A DISTANCE OF 339.95 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE WESTERLY BOUNDARY OF N.W. 39th AVENUE AS SHOWN ON SAID COCO LAKES PLAT.

* NOTE: PARCEL "D", BANYAN TRAILS, PLAT BOOK 154, PAGE 3 AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WAS NOT INCLUDED IN DESCRIPTION CAPTION AND SHOULD BE

CONTAINING 54.158 ACRES, MORE OR LESS.

OWNER Site I.D.: Sabal Pines Park
SITE MANAGEMENT I.D.: CFLCOC20-3
TENANT Site I.D.: Coconut Creek Sabal Pines Park / 69419

MEMORANDUM OF AGREEMENT EXHIBIT B1

to the Agreement dated _____, 2018, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, as Tenant.

DESCRIPTION OF THE PROPERTY AND DEPICTION OF THE PROPERTY AND TOWER SPACE

LEGAL DESCRIPTION FOR TENANT LEASE SITE:

DESCRIPTION OF PROPOSED VERIZON WIRELESS LEASE PARCEL

DESCRIPTION PREPARED BY THIS OFFICE

A parcel of land lying in City of Coconut Creek Sabal Pines Park and being a portion of Parcel "D", BANYAN TRAILS, according to the Plat thereof, as recorded in Plat Book 154, Page 3, of the Public Records of Broward County, Florida, said parcel more particularly described as follows:

COMMENCING at the Southwest corner of Tract "B" of the plat of WINSTON PARK SECTION TWO according to the Plat thereof, as recorded in Plat Book 136, Page 1, of the Public Records of Broward County, Florida, proceed South 00°50'22" East along the Southerly extension of the West line thereof a distance of 15.00 feet to a point on the North line of said Parcel "D" of said BANYAN TRAILS plat, said point being a change in direction of City of Coconut Creek Sabal Pines Park boundary; thence North 89°37'06" East along the North line of said Parcel "D" a distance of 263.75 feet; thence South 00°22'54" East a distance of 54.91 feet to the POINT OF BEGINNING; thence South 60°51'51" East a distance of 32.00 feet; thence South 29°09'09" West a distance of 10.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 29°09'09" East a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 320 square feet.

LEGAL DESCRIPTION FOR TENANT ACCESS AND UTILITY EASEMENT:

DESCRIPTION OF PROPOSED VERIZON WIRELESS GROUND RING & MAINTENANCE EASEMENT

DESCRIPTION PREPARED BY THIS OFFICE

A parcel of land lying in City of Coconut Creek Sabal Pines Park and being a portion of Parcel "D", BANYAN TRAILS, according to the Plat thereof, as recorded in Plat Book 154, Page 3, of the Public Records of Broward County, Florida, said parcel more particularly described as follows:

COMMENCING at the Southwest corner of Tract "B" of the plat of WINSTON PARK SECTION TWO according to the Plat thereof, as recorded in Plat Book 136, Page 1, of the Public Records of Broward County, Florida, proceed South 00°50'22" East along the Southerly extension of the West line thereof a distance of 15.00 feet to a point on the North line of said Parcel "D" of said BANYAN TRAILS plat, said point being a change in direction of City of Coconut Creek Sabal Pines Park boundary; thence North 89°37'06" East along the North line of said Parcel "D" a distance of 263.75 feet; thence South 00°22'54" East a distance of 54.91 feet; thence North 15°50'51" West a distance of 4.24 feet to the POINT OF BEGINNING; thence South 60°51'51" East a distance of 38.00 feet; thence South 29°09'09" West a distance of 13.50 feet; thence North 60°51'51" West a distance of 38.00 feet; thence North 29°09'09" East a distance of 13.50 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parcel:

COMMENCING at the Southwest corner of said Tract "B" of said plat of WINSTON PARK SECTION TWO, proceed South 00°50'22" East along the Southerly extension of the West line thereof a distance of 15.00 feet to a point on the North line of said Parcel "D" of said BANYAN TRAILS plat, said point being a change in direction of City of Coconut Creek Sabal Pines Park boundary; thence North 89°37'06" East along the North line of said Parcel "D" a distance of 263.75 feet; thence South 00°22'54" East a distance of 54.91 feet to the POINT OF BEGINNING; thence South 60°51'51" East a distance of 32.00 feet; thence South 29°09'09" West a distance of 10.00 feet; thence North 60°51'51" West a distance of 32.00 feet; thence North 29°09'09" East a distance of 10.00 feet to the POINT OF BEGINNING.

Containing a net area of 193 square feet.

DESCRIPTION OF METRO PCS UTILITY EASEMENT

DESCRIPTION PROVIDED BY CLIENT

A parcel of land being a portion of Parcel "D" and Parcel "E", BANYAN TRAILS, as recorded in Plat Book 154, Page 3, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "D"; thence on a plat bearing of South 00°50'22" East along the East line of Parcel "D", a distance of 95.09 feet; thence South 89°09'38" West a distance of 4.63 feet to the POINT OF BEGINNING; thence North 29°17'35" East a distance of 12.00 feet; thence North 79°31'44" East a distance of 27.97 feet; thence South 65°44'36" East a distance of 27.15 feet; thence South 84°42'59" East a distance of 56.40 feet; thence North 74°02'04" East a distance of 86.84 feet; thence North 23°32'02" East a distance of 30.29 feet; thence North 00°14'14" West a distance of 117.42 feet; thence North 09°44'18" West a distance of 82.00 feet; thence North 37°08'16" West a distance of 29.72 feet; thence South 90°00'00" West a distance of 36.25 feet; thence North 00°00'00" East a distance of 10.00 feet; thence North 90°00'00" East a distance of 41.22 feet; thence South 37°08'16" East a distance of 37.13 feet; thence South 09°44'18" East a distance of 85.27 feet; thence South 00°14'14" East a distance of 82.22 feet; thence North 74°58'02" East a distance of 35.69 feet to a point on the West right-of-way line of N.W. 39th Avenue; thence South 00°50'22" East along said West right-of-way line a distance of 10.31 feet; thence South 74°58'22" West a distance of 35.81 feet; thence South 00°14'14" East a distance of 27.79 feet; thence South 23°32'02" West a distance of 37.11 feet; thence South 74°02'04" West a distance of 93.43 feet; thence North 84°42'59" West a distance of 59.95 feet; thence North 65°44'36" West a distance of 27.05 feet; thence South 70°31'44" West a distance of 31.40 feet to the POINT OF BEGINNING.

Said parcel of land situate within Broward County, Florida, containing 5,469.27 square feet more or less.

OWNER Site I.D.: Sabal Pines Park
SITE MANAGEMENT I.D. CFLCOC20-3
TENANT Site I.D. : Coconut Creek Sabal Pines Park / 69419

EXHIBIT D

to the Agreement dated _____, 2018, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, as Tenant.

TENANT EQUIPMENT LISTING

TOWER-MOUNTED EQUIPMENT

Number of, Types, Models and Mounting Height:

Nine (9) X7CQAP-665-VRO antennas at 90' CL

Number of and Size of Transmission Line/Cable(s) and Models:

Twelve (12) 1-5/8" coaxial lines
Three (3) hybrid lines

Other Equipment:

Three (3) RRUS32 remote radio units

GROUND-MOUNTED EQUIPMENT

Outdoor Equipment Cabinets within a 10'x32' lease area
35 kW Propane Generator
500 Gallon Propane Tank

FREQUENCIES ASSIGNED TO TENANT BY THE FCC FOR USE ON THE PROPERTY

Transmit frequencies: 880-894, 1950-1965, 746-757, 2120-2130

Receive frequencies: 835-849, 1870-1885, 776-787, 1720-1730