

**ORDINANCE NO. 2015-002**

**AN ORDINANCE OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE CITY AND METROPCS FLORIDA, LLC, DATED AUGUST 10, 2006. THE FIRST AMENDMENT ATTACHED HERETO AND MADE A PART HEREOF PROVIDES FOR THE CONTINUED LEASING OF CITY LAND FOR A COMMUNICATIONS TOWER AND A MODIFICATION AND INCREASE IN THE AMOUNT OF THE RELATED EQUIPMENT ON THE TOWER; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, MetroPCS, Florida, LLC, (“Metro”) has an existing Lease Agreement with the City dated August 10, 2006 (“Lease”) to lease a portion of city-owned land from the City of Coconut Creek (“City”) for the purpose of constructing and maintaining a communications tower and related equipment; and

**WHEREAS**, the Parties desire to amend the Lease in order to permit Metro to modify and increase Metro’s equipment on the Tower in exchange for increased rent payments to City (“First Amendment”); and

**WHEREAS**, the City Commission of the City of Coconut Creek, Florida, finds and determines it to be in the best interests of the citizens of the City to enter into such Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the City Commission has reviewed and hereby approves that certain First Amendment to the Lease Agreement by and between the City of Coconut Creek and Metro PCS dated August 10, 2006, and hereby authorizes the Mayor to execute said First Amendment on behalf of the City. The First Amendment is attached hereto and made a part hereof as Exhibit “A”. The First Amendment provides for the continued lease of city-owned land for a communications tower and permits Metro to modify and increase its related equipment on the Tower. A legal description of the

property hereby leased is attached hereto and made a part hereof as Exhibit "B." The original Lease dated August 10, 2006 is attached hereto and made a part hereof as Exhibit "C".

**Section 2:** That the term of the original Lease Agreement was for a period of ten (10) years from August 10, 2006 with two (2) automatic five (5) year renewals (unless Metro advises the City of its intent not to renew at least six (6) months prior to the end of the then current term). The Lease provided for a rent payment of Thirty-Two Thousand Dollars (\$32,000.00) per year. The new rent payment under the terms of the First Amendment shall be Fifty-Two Thousand, Five-Hundred Forty Nine Dollars and Eighty Cents (\$52,549.80) per year.

**Section 3:** That a copy of this Ordinance, along with Exhibit "B," the legal description of the land hereby leased, is to be recorded in the public records of Broward County, Florida. Exhibit "A," which is the First Amendment attached to this Ordinance, is not to be recorded and Exhibit "C" which is the original Lease Agreement attached to this Ordinance, is not to be recorded.

**Section 4:** That in the event any provision or application of this Ordinance shall be held to be invalid, it is the legislative intent that the other provisions and applications hereof shall not be thereby affected.

**Section 5:** That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

**Section 6:** That this Ordinance shall be in full force and effect immediately.

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Rebecca A. Tooley, Acting Mayor

Attest:

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Leslie Wallace May. MMC  
City Clerk

	1 <sup>st</sup>	2 <sup>nd</sup>
Tooley	Aye	_____
Belvedere	Aye	_____
Sarbone	Aye	_____
Welch	Aye	_____

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