

**ORDINANCE NO. 2015-004**

**AN ORDINANCE OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN OMNIPOINT HOLDINGS, INC. D/B/A T-MOBILE SOUTH, LLC DATED DECEMBER 9, 2004. THE SECOND AMENDMENT, ATTACHED HERETO AND MADE A PART HEREOF, PROVIDES FOR THE CONTINUED LEASING OF CITY LAND FOR A COMMUNICATIONS TOWER AND THE REMOVAL AND REPLACEMENT OF THE RELATED EQUIPMENT ON THE TOWER; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, T-Mobile South, LLC, as successor-in-interest to Omnipoint Holdings, Inc. ("T-Mobile") has an existing Lease Agreement with the City dated December 9, 2004 ("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 a First Amendment dated April 24, 2008 ("First Amendment"); and

**WHEREAS**, the Parties desire to amend the Lease and First Amendment in order to permit T-Mobile to remove and replace T-Mobile's equipment on the Tower; 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 Second Amendment to the Lease Agreement by and between the City of

Coconut Creek and T-Mobile South, LLC, dated December 9, 2004, and hereby authorizes the Mayor to execute said Agreement on behalf of the City. The Second Amendment is attached hereto and made a part hereof as Exhibit "A". The Second Amendment provides for the continued lease of city-owned land for a communications tower and permits T-Mobile to remove and replace 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 December 9, 2004 is attached hereto and made a part hereof as Exhibit "C", and the First Amendment to the Lease dated April 24, 2008 is attached here to as Exhibit "D".

**Section 2:** That the initial term of the Agreement is for a period of ten (10) years from December 9, 2004 with four (4) automatic five (5) year renewals (unless T-Mobile advises the City of its intent not to renew at least sixty (60) days prior to the end of the then current term). The Lease provides for a rent payment of Thirty Thousand Dollars (\$30,000.00) per year and the First Amendment to the Lease provides for a rent payment of Thirty-Five Thousand, Eight Hundred and Fourteen Dollars (\$35,814.00) per year with annual increases.

**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 Second Amendment attached to this Ordinance, is not to be recorded and Exhibits "C", the original Lease Amendment attached to this Ordinance, and "D", the First Amendment are 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.

**PASSED FIRST READING THIS 12TH DAY OF FEBRUARY, 2015.**

**PASSED SECOND READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

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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	_____