

EXHIBIT "C"

TENANT Site ID: 6FB1251 – Winston Nature Gardens  
SITE MANAGEMENT I.D.: CFLCOC-071

**LEASE AGREEMENT  
BETWEEN THE  
CITY OF COCONUT CREEK, FLORIDA  
AND  
T-MOBILE SOUTH LLC**

**CONTRACT TERMS**

THIS LEASE AGREEMENT (the "Agreement"), made and entered into 21<sup>st</sup> day of May, 2008 (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

T-MOBILE SOUTH LLC  
3407 West Dr. Martin Luther King Jr. Blvd.  
Tampa, Florida 33607

(Hereinafter referred to as "TENANT")

WHEREAS, CITY is the owner of certain real property located at 5201 N.W. 49<sup>th</sup> Avenue, Coconut Creek, FL 33063 (and commonly known as the City's Winston Park), in the City of Coconut Creek, Broward County, Florida (hereinafter referred to as the "Land" and more particularly described in Exhibit "A"); and

WHEREAS, TENANT desires to lease a portion of the Land to construct, maintain and operate a communications facility; and

WHEREAS, CITY staff recommends that CITY lease a portion of the Land to TENANT; 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 Land 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. REAL PROPERTY TO BE LEASED

- 1.01 CITY shall lease to TENANT that certain parcel of real property, situated in Coconut Creek, Broward County, Florida, together with the non exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and for installation and maintenance of utility wires, cables, conduits and pipes, under or along a 12-foot wide by 350-foot long right-of-way (more particularly described in Exhibit "B"). The leased property consisting of approximately 289 square feet (as show on Exhibit "B") and right-of-way for access and utilities are hereinafter referred to as the "Property".

- 1.02 CITY further leases to TENANT certain space on the Tower (as defined below) and shown in Exhibit "B" attached hereto (the "Tower Space").
- 1.03 CITY grants TENANT a non-exclusive right during the term of this Agreement to install, maintain and operate certain wires, cables, conduits and pipes, over the Land necessary to connect TENANT's communications equipment located within the Property to TENANT's antennae and other appurtenances located within the Tower Space.

Section 2. DUTIES AND RESPONSIBILITIES OF TENANT

- 2.01 TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of a **monopine (faux tree) antenna structure** (the "Tower") and equipment cabinet(s), as necessary now or in the future, to shelter its telecommunications equipment to meet TENANT's telecommunications needs and all necessary connecting appurtenances (sometimes collectively referred to herein as "TENANT's System") and further described in Exhibit "B" attached hereto. Tenant's antennas shall be installed on the Tower at an approximate height of 100' feet AGL. The number of equipment cabinets necessary to meet TENANT's current and anticipated future needs is shown on the site plan attached hereto as Exhibit "B." TENANT shall construct the Tower to ensure the Tower has the capacity to provide for TENANT's telecommunications equipment as provided herein as well as provide for the future installation of at least two (2) additional providers' telecommunications equipment utilizing like equipment and transmission lines as TENANT. Although TENANT may not initially install all of its telecommunications equipment and appurtenances shown on said site plan, TENANT shall have the right to make all such installations as described in Exhibit "D" herein. TENANT may not replace, repair or otherwise modify its telecommunications equipment and appurtenances or any portion not described in Exhibit "D" 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, and, provided further, if TENANT desires to install additional equipment cabinets not contemplated by the site plan attached hereto as Exhibit "B," then TENANT must obtain the CITY's prior consent (which consent shall not be unreasonably withheld, delayed or conditioned so long as the additional equipment cabinets will be installed within the boundaries of the Property). Upon completion of the Tower and receipt of a Certificate of Occupancy, and subject to the provisions of Section 24, below, TENANT shall provide a bill of sale to the CITY for the Tower structure and Tower foundation, which bill of sale is conclusive evidence of the City's ownership of the Tower.
- 2.02 Notwithstanding anything in this Agreement to the contrary, CITY cannot and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as same relate to governmental regulations of general applicability which may govern the Property and Tower, any improvements thereon, or any operations thereon. Nothing in this Agreement shall be deemed to create an affirmative duty of CITY to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, and state laws and regulations. In addition, nothing herein shall be considered zoning by contract.
- 2.03 TENANT shall place around the perimeter of the Property a security fence which meets the requirements of the Code of the CITY.
- 2.04 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.

- 2.05 TENANT shall maintain the Property in a safe and workmanlike condition and meet all requirements imposed by ordinances of the CITY.
- 2.06 A. The CITY reserves the right to, at any time during the lease, 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 such approval not unreasonably withheld; provided, however, the City's or other antennas shall not interfere with TENANT's operations on the Property.
- B. TENANT shall supply at the time of execution of this Agreement all transmit and receive frequencies assigned by the Federal Communications Commission ("FCC") to TENANT for use on the Property and the Tower, which shall be 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.
- 2.07 TENANT shall furnish, to its unmanned equipment shelter, electric service for the operation of TENANT's telecommunications equipment. 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.
- 2.08 TENANT shall submit all required applications for permits to the applicable City and/or County departments for review and approval and required fees. TENANT will 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, its 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 real property in which the Property is a part and against TENANT's improvements by the taxing authorities.
- 2.09 TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove its personal property and fixtures and restore the Property to its original condition as of the Commencement Date, reasonable wear and tear excepted. At CITY's option, when this Agreement is terminated and upon CITY's advance written notice to TENANT, TENANT will leave the equipment slab 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 ending monthly rate or on the existing monthly pro rate basis, if based upon a longer payment term, until such time as the removal of personal property and fixtures are 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 twenty (20) days following receipt of notice from 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 CITY hereby grants TENANT as a primary inducement to the TENANT's entering into this Agreement, the first priority right to install its antennas and operate its wireless communications facility at the Tower. TENANT acknowledges that it is a priority for the CITY to accommodate colocation/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 CITY

shall not allow the operation of such 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 remedies available to it at law or in equity, to immediately terminate this Agreement by giving written notice to CITY of such termination. TENANT acknowledges that CITY will receive from any co-user, without object from TENANT, a yearly rental or occupancy fee as determined by CITY.

- 2.12 CITY hereby agrees that, if because of TENANT's operations on the Property, any laws or regulations of the Federal Aviation Administration ("FAA"), FCC or any other relevant governmental agency or body require or recommend that TENANT's antennas and/or the Tower be lit and/or marked, TENANT shall install and maintain any required lighting and markings. 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 on 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.

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 along said right-of-way, depicted in Exhibit "B" hereto, including signing such documents or easements as may be required by any public utility. However, if any public utility is unable to use the aforementioned right-of-way, the CITY hereby agrees to grant an additional right-of-way, either to the TENANT or to 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, after transfer of ownership per Section 24.

Section 4. ACKNOWLEDGEMENT

- 4.01 CITY and TENANT acknowledge that TENANT's ability to use the Property and the Tower is contingent upon TENANT obtaining, after the execution of this 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 the Tower for its intended purpose, TENANT shall have the right to terminate this Agreement immediately upon written notice to CITY.
- 4.02 TENANT agrees that it will not use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation. CITY represents, warrants and agrees (1) 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 on, under, about or within the Land in violation of any law or regulation, and (2) 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. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land, is located to cause cancer and/or reproductive toxicity, 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 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.

Section 5. TERM OF AGREEMENT

- 5.01 Term: The term of this Agreement shall be ten (10) years commencing upon the first to occur: (i) thirty (30) days after the issuance of a building permit for the commencement of installation by TENANT, or (ii) three (3) months from the date of execution of this Agreement by both TENANT and CITY ("Commencement Date") and expiring at 11:59 p.m. on the day immediately preceding the tenth (10<sup>th</sup>) anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Section 7 or elsewhere in 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 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 affect upon the same covenants, terms and conditions. The Agreement shall be for annual terms thereafter 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 the term.

Section 6. CONSIDERATION

- 6.01 Rent: Within fifteen (15) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay to CITY as rent Thirty Thousand DOLLARS (\$30,000.00) 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. at the address specified herein. Thereafter, rent shall be increased annually each subsequent year of the initial Term and each subsequent year during any Renewal Term, at an amount equal four percent (4%) of the annual rent for the previous 12 months
- 6.02 Rent Abatement: In consideration of TENANT constructing the Tower and tower foundation and providing a bill of sale to the CITY to the Tower and tower foundation upon receipt of a Certificate of Occupancy (or its equivalent), TENANT shall receive a rent abatement in the amount of fifty percent (50%) of Rent to be applied against the Rent for a term sufficient for TENANT to recover its actual costs for and expense of constructing the Tower and tower foundation up to One Hundred and Fifteen Thousand Dollars (\$115,000.00). TENANT agrees to provide the CITY with copies of the actual invoices and payment receipts related to the purchase and construction of the Tower and tower foundation. The rent abatement specified herein will begin on the Commencement Date and continue until TENANT has fully recouped the amount set forth herein.

- 6.03 TENANT shall pay all applicable sales taxes, real estate taxes 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.

Section 7. TERMINATION

- 7.01 In addition to any other termination rights granted to TENANT under this Agreement, TENANT may terminate this Agreement at any time, for any or no reason, by providing CITY at least six (6) months' prior written notice.
- 7.02 Intentionally Deleted.
- 7.03 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 said written notice 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.
- 7.04 As set forth in Section 5.03, either party may terminate this Agreement at the end of the third (3<sup>rd</sup>) term (i.e. after a period of 20 years) provided said party gives the other party written notice at least six (6) months prior to the end of said third (3<sup>rd</sup>) term.
- 7.05 In the event of termination of this Agreement by TENANT or CITY, all rental fees paid prior to said termination date shall be retained by the CITY.
- 7.06 Upon termination, TENANT shall offer CITY first option to purchase certain remaining improvements, including the perimeter fencing and landscaping improvements located on the Property for the agreed upon sum of One Hundred (\$100.00) Dollars. The parties acknowledge that TENANT's building is not intended to remain upon termination. CITY shall have ninety (90) 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.
- 7.07 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 will extend the time period if the TENANT is making good faith efforts, to the CITY's reasonable satisfaction, to correct said hazard.
- 7.08 Should CITY default under any of the terms of this Agreement, TENANT may terminate this Agreement for any cause by providing a ninety (90) calendar day written notice to CITY; however, CITY shall be given the opportunity to correct any default within forty-five (45) calendar days of receipt of said written notice from TENANT. 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 CITY is diligently proceeding to cure such defect.

Section 8. INDEMNIFICATION

- 8.01 General Information: TENANT agrees to indemnify, save and hold harmless and defend CITY, its City 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 or the Tower by TENANT or its officers, agents, employees or independent contractors under this Agreement or the breach of this Agreement by TENANT. Pursuant to its liability, TENANT shall pay all claims, losses, liens,

settlements or judgments, of any nature, whatsoever, in connection therewith, including, but not limited to, reasonable paralegal fees, reasonable attorney's fees and costs to defend all claims or suits, including attorney's fees on appeal, in the name of CITY when applicable, and shall pay all costs and judgments which may issue thereon at both the trial and appellate levels. 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 any claims arising from an act of negligence or intentional misconduct of the indemnified party, its employees, agents or contractors.

- 8.02 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the law of Florida Statutes 768.28, as amended from time to time.
- 8.03 To the extent permitted by law, the CITY agrees to save and hold TENANT, its officers, agents and employees, harmless from and indemnify for 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 Land or the Tower by CITY or its officers, agents, employees or independent contractors or the breach of this Agreement by CITY. Pursuant to the foregoing liability, CITY shall pay all claims, losses, liens, settlements and judgments of any nature, whatsoever, in connection therewith, including, but not limited to, reasonable paralegal fees, reasonable attorney's fees and costs to defend all claims or suits, including attorney's fees on appeal, in the name of TENANT when applicable, and shall pay all costs and judgments which may issue thereon at both the trial and appellate levels to defend all suits. This indemnity shall not apply to any claims arising from an act of negligence or intentional misconduct of the indemnified party, its employees, agents or contractors.

Section 9. INSURANCE

- 9.01 TENANT, at TENANT's sole cost and expense, shall procure and maintain on the Property and on any TENANT's improvements, commercial general liability insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of the insuring party, its employees and agents arising out of or in connection with its use of the Property and the Tower, all as provided for herein.
- 9.02 CITY requires a Certificate of Insurance from a Florida qualified insurance carrier, naming CITY as an additional insured under TENANT's commercial general liability insurance policy and requiring thirty (30) days notice to CITY in the event of cancellation of the policy.
- 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 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 pursuant to Section 7 of this 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 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.

- 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 rental, ensure compliance with applicable federal and state laws, and other administrative details, without consent of TENANT; provided, however, CITY designates in writing to TENANT such company at least thirty (30) days in advance of any rental payment date.

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 Any claim, objection or disputes arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for 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 in 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.  
7040 W Palmetto Park Road # 4. PMB 652  
Boca Raton, FL 33433  
Attention: Contract Administrator

**With copy to:**  
CITY OF COCONUT CREEK  
4800 West Copans Road  
Coconut Creek, FL 33063  
Attn: City Manager

**As to TENANT:**  
T-MOBILE USA, Inc  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator

**With copy to:**  
Attn: Legal Dept.

**And with a copy to:**  
T-MOBILE SOUTH LLC  
3407 West Dr. Martin Luther King Jr. Blvd.  
Tampa, Florida 33607  
Attn: Lease Administration Manager

Attention:

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

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 this 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 Intentionally Deleted.
- 17.03 If any party obtains a judgment against any other party by reason of breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including paralegal costs, at both the trial and appellate levels.
- 17.04 CITY waives any lien rights it may have concerning TENANT's System which are deemed TENANT's personal property and not fixtures, and TENANT has the right to remove the same at any time without CITY's consent.

Section 18. PUBLIC RECORDS

- 18.01 CITY agrees that the ordinance approving this Agreement shall contain substantially similar language to the draft ordinance attached hereto as Exhibit "C", and that said ordinance will be recorded in the Public Records of Broward County, Florida promptly after same has been fully executed.

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 are 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 of abatement of use of the Property and Tower.

Section 20.     WARRANTY OF QUIET ENJOYMENT

- 20.01 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 may peacefully and quietly enjoy the Property. CITY agrees to indemnify and hold harmless TENANT from any and all claims on TENANT's leasehold interest.

Section 21.     SUCCESSORS

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

Section 22.     SURVIVAL

- 22.01 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 23.     CAPTIONS

- 23.01 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.

Section 24.     ADDITIONAL TERMS

- 24.01 TENANT, at its sole cost and expense, shall construct the Tower and tower foundation.
- 24.02 Upon completion of construction of the Tower in accordance with plans and specifications approved by CITY pursuant to CITY's standard permitting process and receipt of all final approvals and certificates by any federal, state, or local governmental entity, TENANT shall:
- (i) Provide written notice to CITY of such completion.
  - (ii) TENANT shall convey ownership of the Tower to CITY "AS IS" subject to the requirements in Section 2.01 regarding capacity for multiple carriers and without any warranty or representation regarding the suitability of the Tower for any particular purpose of use, and shall assign any manufacturer's warranty of the Tower to CITY. TENANT represents and warrants that all work will be done in a workmanlike manner in accordance with all local codes, rules, and regulations.

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

Barbara Price  
City Clerk

By: Rebecca A. Today  
Name: Rebecca A. Today  
Title: Mayor

Approved as to form:

Nancy A. Cousins  
City Attorney  
**NANCY A. COUSINS**

TENANT

T-MOBILE SOUTH LLC

Karen Salahuddin  
Witness  
Print: Karen Salahuddin

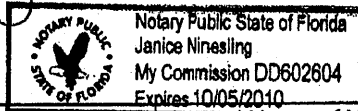
By: Ann Brooks  
Print Name: Ann Brooks  
Title: Int. RDD

Silvia Juarez  
Witness  
Print: Silvia Juarez

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 2008, by Rebecca A. Tooley, as Mayor of the CITY OF COGONUT CREEK, a municipal corporation. He/she is personally known to me or has provided \_\_\_\_\_ as identification and he/she did/did not take an oath.

Janice Ninesling  
Notary Public, State of Florida

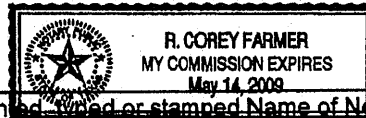


Printed, typed or stamped Name of Notary  
My commission number and expiration date:

STATE OF Texas  
COUNTY Collin

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2008, by Ana Brooks, as Int. RDD of T-Mobile South LLC, a Delaware limited liability company. He/she is personally known to me or has provided \_\_\_\_\_ as identification and he/she did/did not take an oath.

R. Corey Farmer  
Notary Public, State of ~~Florida~~ Texas



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

**EXHIBIT A**

(Attached Survey)

**LEGAL DESCRIPTION OF LAND**

**DESCRIPTION OF LEASED PROPERTY**

**DESCRIPTION OF ACCESS & UTILITIES EASEMENT**

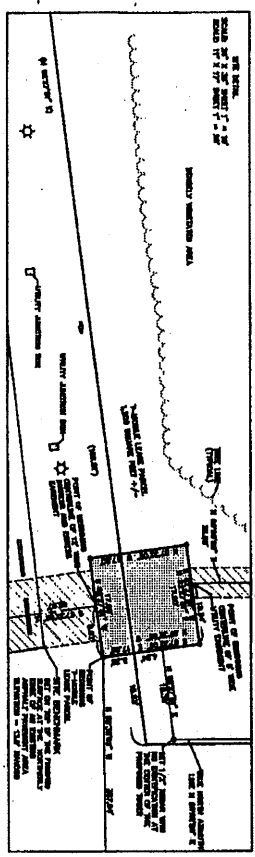
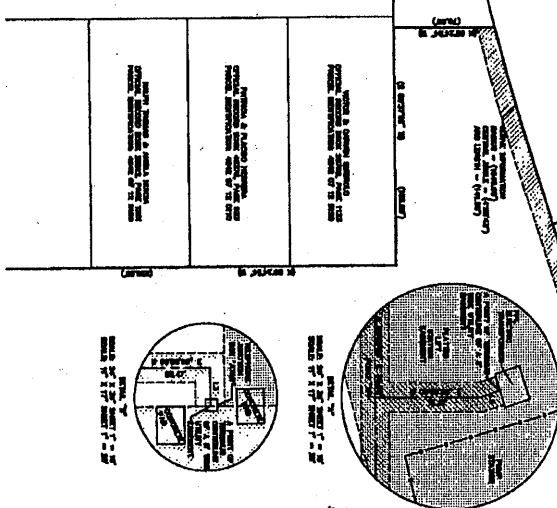
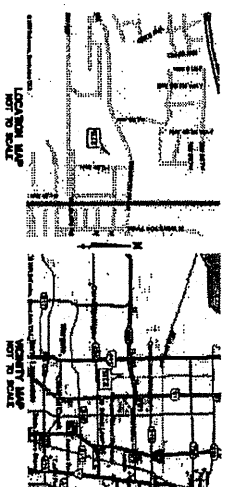
# BOUNDARY AND TOPOGRAPHIC SURVEY

IN SECTION 7, TOWNSHIP 48 NORTH, RANGE 48 EAST  
 OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WISCONSIN

## PROPERTY DESCRIPTIONS

THE PROPERTY OF THE SURVEY IS DESCRIBED AS FOLLOWS: ...

THE PROPERTY OF THE SURVEY IS DESCRIBED AS FOLLOWS: ...



**PROPOSED TOWER LOCATION INFORMATION**  
 THE PROPOSED TOWER IS TO BE LOCATED AT THE INTERSECTION OF ...

**NOTE**  
 ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

**FLOOD NOTE**  
 THE PROPERTY IS SUBJECT TO FLOODING AS SHOWN ON THE FLOOD HAZARD MAP ...

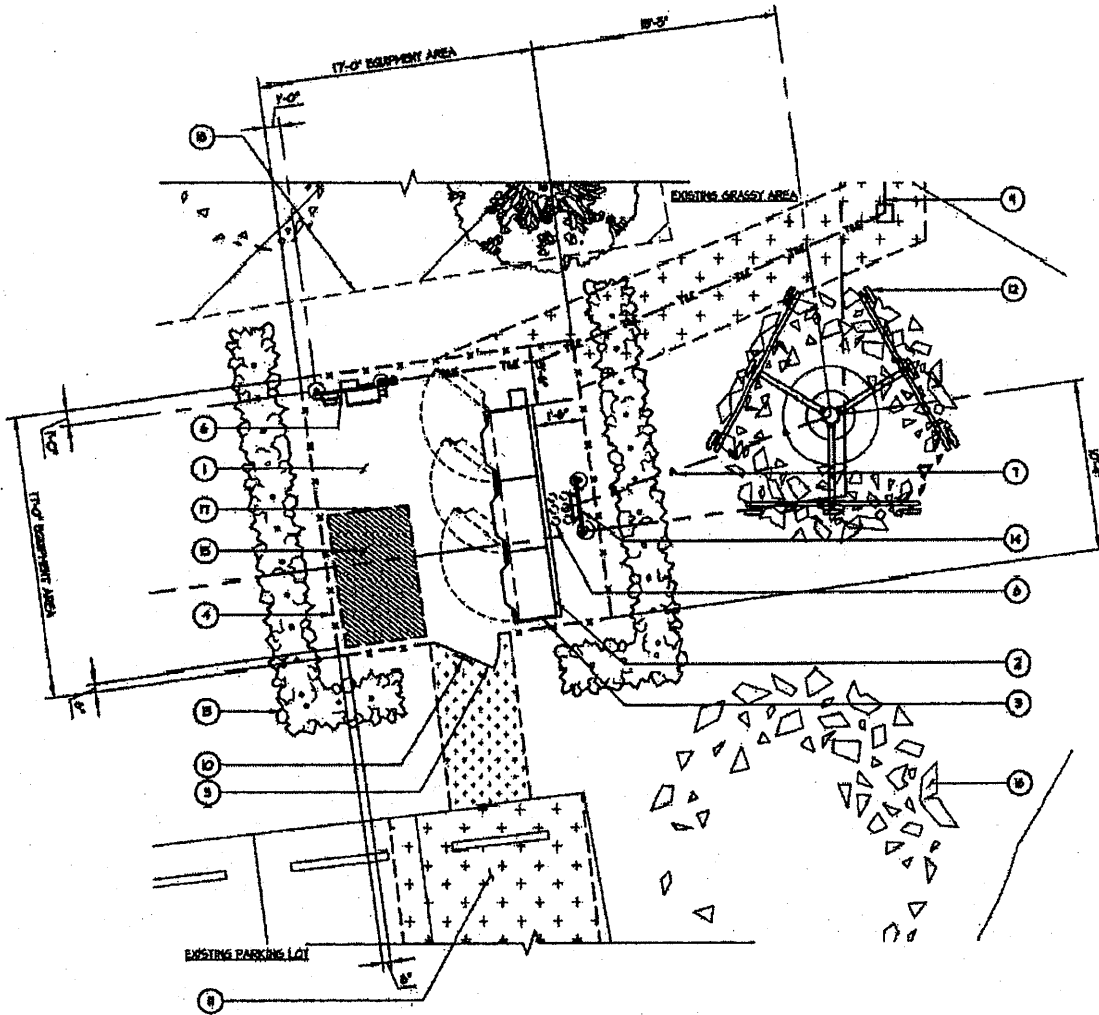
**SURVEYOR'S NOTES**  
 THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT ...

**ADDITIONAL NOTES**  
 THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY ...

**GEO LINE SURVEYING, INC.**  
 7-MOBILE ST. # 101001  
 WISCONSIN COUNTY, WISCONSIN

**LEGEND**  
 ...

**EXHIBIT B  
SITE PLAN/SKETCH OF PROPERTY**

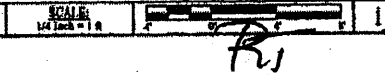


**NOTES:**  
 1. DO NOT SCALE DRAWINGS. ALL DIMENSIONS OF AND BETWEEN EXISTING BUILDINGS/STRUCTURES OR RELATIVE DISTANCES AS SHOWN BETWEEN EXISTING BUILDINGS/STRUCTURES, PROPERTY LINE, AND THE TRUE NORTH ARE TO BE CONFIRMED BY THE SURVEYOR.  
 2. POWER/TELCO ROUTES AND DESIGN ARE PRELIMINARY AND MUST BE VERIFIED WITH LOCAL UTILITY COMPANIES.  
 3. NO DISTURBANCE OF PRESERVE AREA OR EXISTING VEGETATION WILL OCCUR EXCEPT FOR SOD.  
 4. ALL FUTURE WIRELESS CARRIERS TO LEASE ADDITIONAL GRASSY SPACE FROM THE PROPERTY OWNER. PROPERTY OWNER TO NEGOTIATE TERMS OF FUTURE LEASE & RETAIN THE FULL AMOUNT OF ADDITIONAL REVENUE.

**KEY NOTES:**

- |  |  |  |
|--|--|--|
| ① NEW 17'-0" X 17'-0" T-MOBILE EQUIPMENT AREA (CMA SQ. FT. TOTAL)                | ④ NEW POWER/TELCO UNDERGROUND ROUTING - SEE SHEET U&Z FOR CONTINUATION   | ⑤ NEW 8'-0" X 5'-0" CONCRETE PAD FOR FUTURE EQUIPMENT  |
| ② NEW EQUIPMENT CABINET (TYP.)   | ⑤ NEW 1000' X 1000' PAVING STONE   | ⑥ EXISTING LANDSCAPING (TYP.)  |
| ③ NEW CONCRETE SLAB (TYP.)   | ⑥ NEW 12'-0" WIDE MAX. ACCESS EASEMENT OVER EXISTING ACCESS ROAD - SEE SHEET U&Z FOR CONTINUATION                  | ⑦ NEW (2" 2' X 8' 8' PVC CONCRETS UNDERGROUND ROUTING (BASED APPROX. 1' L.F. FROM UTILITY RACK TO EDGE OF FUTURE EQUIPMENT CONCRETE PAD) |
| ④ NEW 8'-0" HIGH CHAIN LINK FENCE WITH GREEN SLATS                               | ⑦ NEW T-MOBILE WIRELESS PANEL ANTENNAS @ PER SECTOR, TYP. @ SECTORS TOTAL) MOUNTED ON AN NEW 100'-0" HIGH MONOPINE | ⑧ BOUNDARY OF EXISTING PRESERVE AREA   |
| ⑤ NEW 4'-0" HIGH CHAIN LINK ACCESS GATE WITH GREEN SLATS TO MATCH EXISTING FENCE | ⑧ NEW LANDSCAPING (TYP.)   |  |
| ⑥ NEW UTILITIES RACK   | ⑨ NEW MAIN BUS BAR MOUNTED ON AN I-FRAME   |  |
| ⑦ NEW COAXIAL CABLE UNDERGROUND ROUTING  |  |  |
| ⑧ NEW CONCRETE STEEL-UP FOR COAXIAL CABLE UNDERGROUND ROUTING                    |  |  |

**EQUIPMENT AREA PLAN**



**EXHIBIT C**

**ORDINANCE NO. \_\_\_\_\_, approving the Agreement and providing that the facility proposed therein was approved via application of Ordinance No. 132-99 as codified in Section 13-535 through 13-541 of the City of Coconut Creek Code of Ordinances:**



**EXHIBIT D**

**LIST OF ANTENNAS AND APPURTENANCES**

**TENANT'S FREQUENCIES**

**ANTENNAS:**

Transmit: 1965-1975 / 2110-2120

Receive: 1885-1895 / 1710-1720

Antennas: RFS APXV18-206517S-C-A20 / Eight (8) TMA's RFS ATMAP1412D-1A20

# of Antenna: Nine (9)

Cable: Eighteen (18) Eupen EC5-50A

Rad Center: 100'

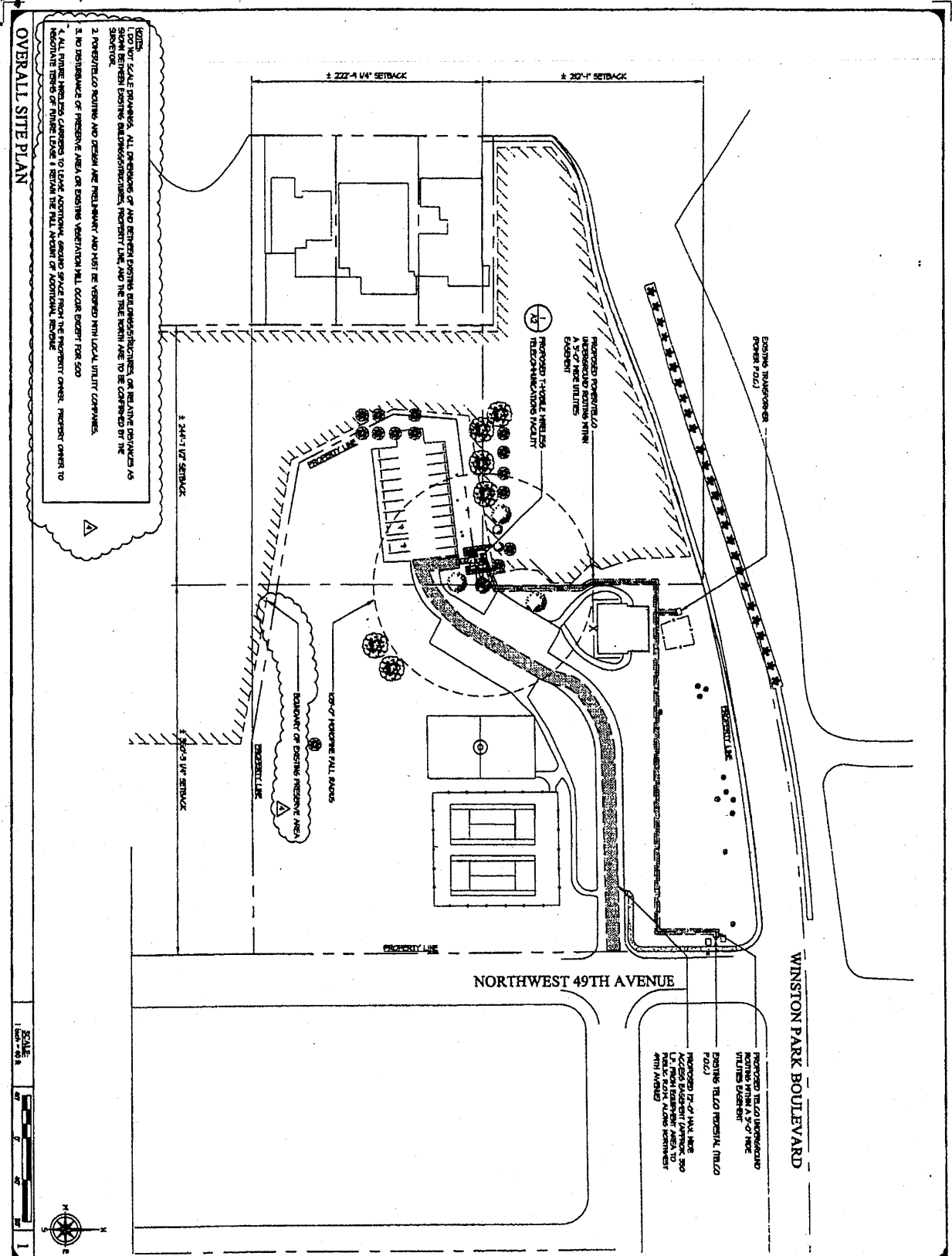
Azimuths: 60° 180° 300°

**EQUIPMENT:**

Manufacturer: Ericsson

Model: GSM RBS2106

Cabinets: Three (3)



**OVERALL SITE PLAN**

1. ALL UTILITIES, CHANGES TO EXISTING UTILITIES, AND SPACE FROM THE PROPERTY OWNER. PROPERTY OWNER TO RELOCATE EXISTING UTILITIES TO REMAIN THE FULL ACROSS OF ADDITIONAL RECORD.

2. NO DISTURBANCE OF PRESERVE AREA OR EXISTING VEGETATION SHALL OCCUR EXCEPT FOR 500' BUFFER ZONE OF PRESERVE AREA & REMAIN THE FULL ACROSS OF ADDITIONAL RECORD.

3. ALL UTILITIES, CHANGES TO EXISTING UTILITIES, AND SPACE FROM THE PROPERTY OWNER. PROPERTY OWNER TO RELOCATE EXISTING UTILITIES TO REMAIN THE FULL ACROSS OF ADDITIONAL RECORD.

SCALE  
1" = 20' - 0"



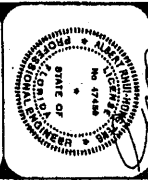
**T-Mobile**  
8100 SW 10<sup>th</sup> STREET, SUITE 1000  
PLANTATION, FLORIDA 33324

**DRIVIA GROUPS ENGINEERING INC.**  
1877 UNIVERSITY DRIVE, SUITE 214  
PLANTATION, FL 33324  
TEL: (954) 348-4111  
FAX: (954) 348-4111  
WWW.DRIVIAENGINEERING.COM

**ISSUE STATUS**

NO.	DATE	DESCRIPTION
1	5/7/07	ISSUED FOR PERMITS
2	5/15/07	ISSUED FOR PERMITS
3	5/22/07	ISSUED FOR PERMITS
4	5/29/07	ISSUED FOR PERMITS

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