

OWNER Site I.D.: Coconut Creek Community Center
SITE MANAGEMENT I.D. CLFCOC14-2
TENANT Site I.D.: 6FB1450M

**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 this _____ day of _____, 2016 (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
A Delaware limited liability company
12920 SE 38th Street
Bellevue, WA 98006

(Hereinafter referred to as "TENANT")

WHEREAS, CITY is the owner of certain real property and a telecommunications tower ("Existing Tower") located at 1100 Lyons Road, Coconut Creek, Florida and commonly known as the City of Coconut Creek Community Center, in the City of Coconut Creek, Broward County, Florida (hereinafter referred to as the "Land" and more particularly described in Exhibit "A"); and

WHEREAS, CITY and TENANT agree that TENANT will remove the Existing Tower from the Land and dispose of same, and TENANT will construct a new communications Tower ("Tower") on the Land as further detailed in Exhibit D, after which TENANT shall convey title to the Tower to the CITY:: and

WHEREAS, TENANT desires in accordance with the terms of this Agreement to (i) dismantle and remove the Existing Tower from the Land at TENANT's sole expense; (ii) construct the Tower and Tower foundation and to bear the full cost thereof in exchange for abatement of certain rental costs by CITY, and (iii) lease certain space on the Land and on the Tower from the CITY, once completed, in connection with TENANT's federally licensed communications business; 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 the Land to TENANT.

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 the City of Coconut Creek, Broward County, Florida and space adjacent to and/or on the Tower, 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 (as more particularly described in Paragraph 17.04 below), and for installation and maintenance of utility wires, cables, conduits and pipes, under or along a twenty (20') foot wide right-of-way extending

from nearest public right-of-way (more particularly described in Exhibit "B"). The leased property consisting of approximately 253 square feet (hereinafter referred to as the "Premises" and more particularly described in Exhibit "B") and right-of-way for access are hereinafter collectively referred to as the "Property".

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

Section 2. DUTIES AND RESPONSIBILITIES OF TENANT

- 2.01 TENANT shall use the Property for the purpose of constructing, installing, maintaining and operating a communications facility and uses incidental thereto, consisting of a concealed monopole structure (the "Tower"), radio frequency antennas, 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 "D" attached hereto. Tenant's antennas shall be installed on the Tower at the approximate heights of 109 and 115 feet AGL centers of radiation. Except for like-for-like replacements and repairs, TENANT may not replace, repair or otherwise modify its telecommunications equipment and appurtenances on the Tower or its ground-based equipment without prior written approval from the CITY, which will not be unreasonably withheld, conditioned or delayed.
- 2.02 As partial consideration for this Agreement, TENANT shall, at TENANT's sole cost and expense, construct the Tower and Tower Foundation 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 provider's telecommunications equipment utilizing similar 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 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 "D", 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).
- 2.03 TENANT shall be solely responsible for removal and proper disposal of the Existing Tower and all costs incurred in connection therewith, including any restoration of the ground where the Existing Tower is located to the extent that the New Tower has not replaced same. TENANT will commence construction of the Tower prior to removal of the Existing Tower, upon TENANT's receipt of all applicable governmental approvals necessary for the removal of the Existing Tower and construction of the Tower and Tenant's System and the satisfaction of all other conditions under this Section 2.
- 2.04 Upon completion of the Tower and receipt of a Certificate of Occupancy, and pursuant 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. At all times during and after completion of construction, the Tower and all appurtenances thereto, including but not limited to the foundation and other appurtenances set forth in Exhibit D, but excepting Tenant's System, shall be the property of CITY, free and clear of any and all liens and encumbrances.
- 2.05 TENANT acknowledges that CITY currently has public safety communications equipment installed on the Existing Tower and the CITY will not be able to interrupt, shut-down and

remove CITY's public safety communications equipment from the Existing Tower and therefore TENANT will relocate the CITY's equipment to a temporary Cell on Wheels (COW) facility in order to provide continuous, un-interrupted service. Once the CITY's equipment is operational from the temporary COW, TENANT may remove the Existing Tower. CITY equipment shall remain on the temporary COW until such time as the Tower is constructed and fully operational, at which time TENANT will relocate the CITY's equipment to the Tower and provide the new feedlines and cabling that will be required for the CITY's equipment to be located at the new height.

- 2.06 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 the Tower and TENANT's improvements, provided, however, that TENANT shall be responsible for restoring the Property and any adjoining or adjacent area used during construction to its original or better physical condition relative to elevation, materials and appearance upon completion of the contemplated demolition and construction of improvements.
- 2.07 TENANT shall maintain the Property in a safe and workmanlike condition and meet all requirements imposed by federal, state, county or local law.
- 2.08 A) The CITY reserves the right to, at any time during the lease, install or have installed other antennas for government usage; 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 lease all specific 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.
- 2.09 TENANT shall furnish, to its unmanned electronic equipment cabinets, 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.
- 2.10 TENANT shall submit all required applications for permits to the applicable City and/or County departments for review and approval and shall submit all required fees.
- 2.11 TENANT shall be responsible for making any necessary returns for and paying any and all 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 Property in excess of the taxes due for the previous years' real estate taxes on the real property in which the Property is part and against TENANT's improvements by the taxing authorities.
- 2.12 TENANT shall within ninety (90) days of termination of this Agreement remove its personal property and fixtures and restore the Property to its original condition, 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 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 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.

- 2.13 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 the imposition 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.
- 2.14 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 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 remedies available to it at law or in equity, to immediately terminate this Agreement by giving written notice to CITY of such termination.
- 2.15 CITY hereby agrees that, if, because of TENANT's operations from the Property, any laws or regulations of the Federal Aviation Administration ("FAA"), Federal Communications Commission ("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 may install and maintain such 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 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.
- 2.16 TENANT acknowledges and agrees that the TENANT'S equipment installation will be taking place alongside the CITY's existing public safety communications equipment on the Tower and TENANT shall cooperate with the CITY in coordination of TENANT'S installation.

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 said 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, including signing such documents of easements as may be required by any public utility if 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 if applicable, after transfer of ownership per Sections 2.04 and 24.

Section 4. ACKNOWLEDGMENT

- 4.01 CITY and TENANT acknowledge that TENANT's ability to use the Property and Tower 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 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 on, under, about or within the Land in violation of any law or regulation. CITY represents, warrants and agrees, (i) 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 (ii) 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 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 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.

Section 5. TERM OF AGREEMENT

- 5.01 Term: The term of this Agreement shall be ten (10) years commencing upon the date TENANT begins construction of the Tower, as provided in Section 2 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 as provided in Section 7. 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: Extensions provided pursuant to Section 5.01 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 term, this Agreement shall remain in force and effect upon the same covenants, terms and conditions. The 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 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 as rent Thirty Nine Thousand Nine Hundred 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 herein Section 16. The rent thereafter shall be increased annually each subsequent year of the initial Term and each subsequent year during any Renewal Term, at an amount equal to three percent (3%) of the annual rent for the previous twelve (12) months.

6.02 Rent Abatement: In consideration for TENANT's assumption of the cost of construction of the Tower and Tower foundation and TENANT's provision of a bill of sale to the CITY for 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 and expenses of constructing the Tower and Tower foundation, not to exceed the sum of One Hundred Ninety-Nine Thousand and Six Hundred Dollars (\$199,600.00). 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.

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.

6.03

TERMINATION

Section 7. Intentionally Deleted.

7.01 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. 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.

7.02

Intentionally Deleted.

7.03 In the event of termination of this Agreement by TENANT, all rental fees paid prior to the termination date shall be retained by the CITY.

7.04

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 (\$100.00) Dollars. The parties acknowledge that TENANT's equipment shelter(s) 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.

- 7.06 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 TENANT shall have the right to terminate this Agreement at any time upon ninety (90) days' notice to CITY if the Property is no longer required for TENANT's operations, provided that TENANT pays to CITY a termination fee in a sum equal to two (2) years Rent then payable pursuant to the Agreement without consideration of the Rent abatement provisions in Section 6.02 above.
- 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 written notice. 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 default.

Section 8. INDEMNIFICATION

- 8.01 TENANT agrees to indemnify, hold harmless and defend 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 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, attorney's fees, paralegal 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 gross 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 any claims arising from an act of negligence or intentional misconduct of the indemnified party.
- 8.03 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 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 insurance 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 TENANT, its employees and agents arising out of or in connection with TENANT's use of the Property and 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, 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 Any contractor or subcontractors who perform work on behalf of TENANT shall maintain at least the same insurance coverages as 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 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 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 Any claim, objection or disputes arising out of the terms of this Agreement shall be litigated exclusively 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 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:

T-Mobile South LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Administrator/6FB1450

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 Property 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 Property 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 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.
- 17.03 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.
- 17.04 CITY shall provide Tenant, Tenant's employees, agents and subcontractors access to the Premises during normal business hours (defined as [Monday through Saturday, 7 a.m. to 7 p.m.]) and, in the event of an emergency, at any time. Tenant shall make one (1) attempt via telephone to [Dispatch Supervisor or Senior Dispatcher at 954-973-6700] to provide notice to CITY of any visit. Following such attempt, Tenant shall be entitled to access the Premises. CITY shall have a right of access at all reasonable times, for examination, inspection, emergency repair or replacement of any of TENANT's equipment located on the Premises and the Tower, provided, however, that CITY shall use reasonable efforts to avoid interfering with the use of the Tower by TENANT; and provided, further, that CITY will telephonically notify TENANT before CITY accesses TENANT's equipment in order to allow TENANT the opportunity to have its personnel present.
- 17.05 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. If CITY takes any actions authorized by this Section 17.05, it will telephonically notify TENANT thereof 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 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 or 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 Upon completion of construction of the Tower in accordance with plans and specifications approved by the 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 and Tower foundation by bill of sale 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 the CITY. TENANT represents and warrants that all work will be done in a workmanlike manner in accordance with all federal, state, county and local codes, rules and regulations.

[SIGNATURES ON NEXT PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

OWNER Site I.D.: Coconut Creek Community Center
SITE MANAGEMENT I.D. CLFCOC14-2
TENANT Site I.D.: 6FB1450M

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

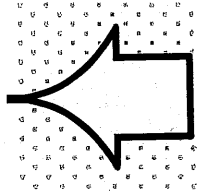
CITY

ATTEST

CITY OF COCONUT CREEK

Leslie Wallace May, City Clerk

Print Name: Mikkie Belvedere
Title: Mayor



Approved as to form:

Terrill C. Pyburn, City Attorney

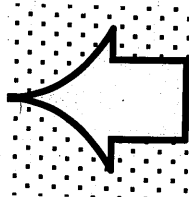
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016.
By Mikkie Belvedere, as Mayor of the CITY OF COCONUT 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.

Notary Public, State of Florida

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



OWNER Site I.D.: Coconut Creek Community Center
SITE MANAGEMENT I.D. CLFCOC14-2
TENANT Site I.D.: 6FB1450M

TENANT

T-Mobile South LLC, a Delaware limited liability company

[Signature]
Witness
Print: ARMA R. GOMEZ

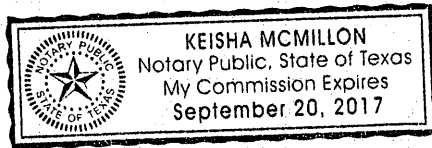
By: *[Signature]* 4/26/16
Print Name: Bentley C. Alexander
Title: Vice President, Engineering

[Signature]
Witness
Print: MONIQUE KAMPA

STATE OF TEXAS

COUNTY COLLIN

The foregoing instrument was acknowledged before me this 26 day of April, 2016, by Bentley C. Alexander, as Vice President, Engineering, for 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.



[Signature]
Notary Public, State of Texas

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

OWNER Site I.D.: Coconut Creek Community Center
SITE MANAGEMENT I.D. CLFCOC14-2
TENANT Site I.D. : 6FB1450M

EXHIBIT A

to the Agreement dated _____, 2016, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and T-Mobile South LLC, a Delaware limited liability company, as Tenant.

LEGAL DESCRIPTION OF LAND

The Land is described and/or depicted as follows: APN: 8231 32 0010

All of "Coconut Creek Park Plex Plat" according to the plat thereof, as recorded in Plat Book 173, page 65, Public Records of Broward County, Florida.

OWNER Site I.D.: Coconut Creek Community Center
SITE MANAGEMENT I.D. CLFCOC14-2
TENANT Site I.D. : 6FB1450M

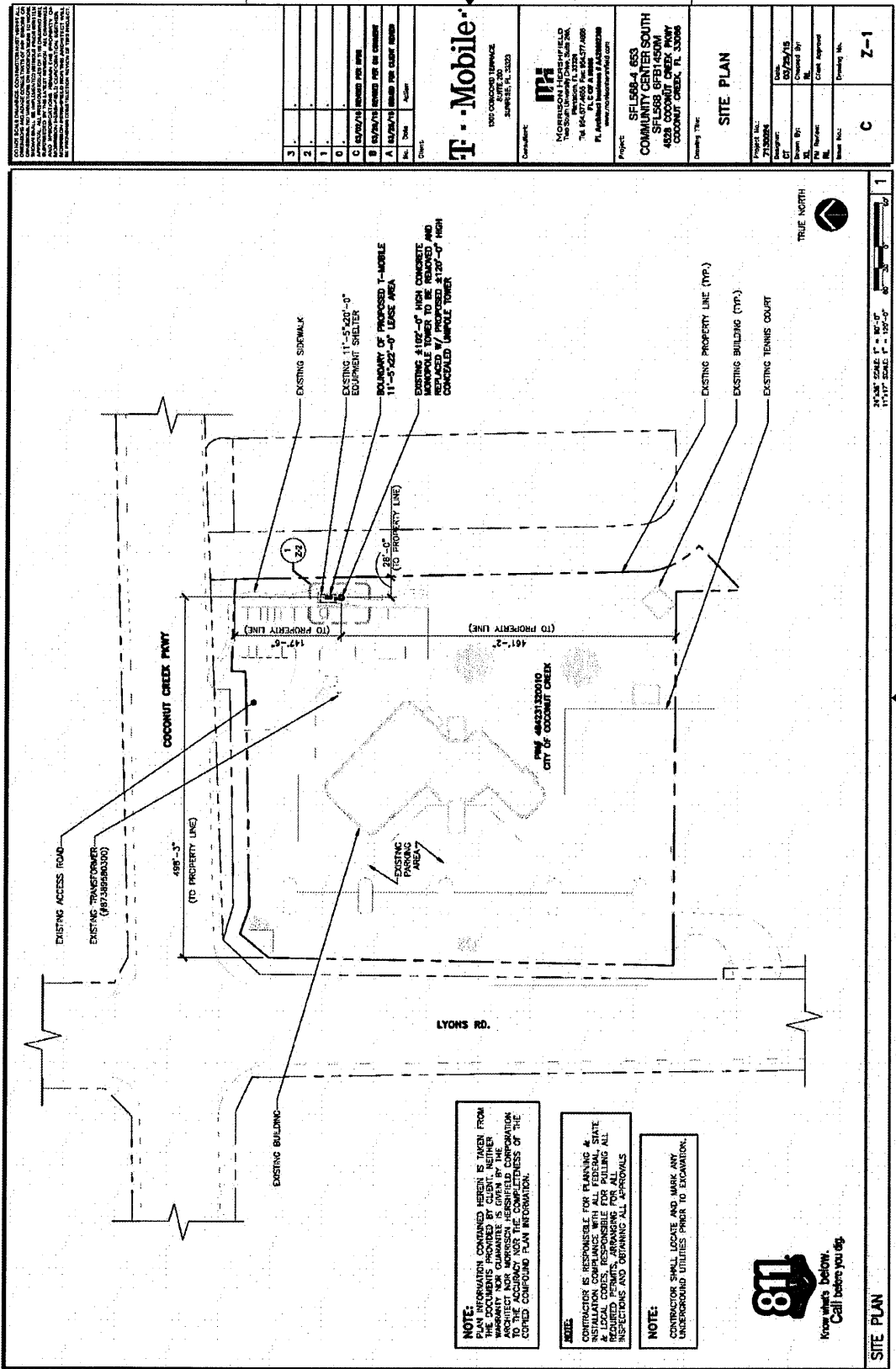
EXHIBIT B

to the Agreement dated _____, 2016, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and T-Mobile South LLC, a Delaware limited liability company, as Tenant.

DESCRIPTION OF PROPERTY

A DRAWING OF THE PROPERTY WILL BE PRESENTED HERE OR ATTACHED HERETO
(4 pages attached; Exhibit B may be replaced by Tenant with final
approved as built drawings by City Planning & Zoning)

OWNER Site I.D.: Coconut Creek Community Center
 SITE MANAGEMENT I.D.: CLFCOC14-2
 TENANT Site I.D.: 6FB1450M



NOTE:
 PLAN INFORMATION CONTAINED HEREIN IS TAKEN FROM THE DOCUMENTS PROVIDED BY CLIENT. NEITHER THE ENGINEER NOR MORRISON HERSHFIELD CORPORATION TO THE ACCURACY NOR THE COMPLETENESS OF THE CORDED CONFORMANCE PLAN INFORMATION.

NOTE:
 CONTRACTOR IS RESPONSIBLE FOR PLANNING & INSTALLATION COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS AND OBTAINING ALL REQUIRED PERMITS, ARRANGING FOR ALL INSPECTIONS AND OBTAINING ALL APPROVALS.

NOTE:
 CONTRACTOR SHALL LOCATE AND MARK ANY UNDERGROUND UTILITIES PRIOR TO EXCAVATION.



Know what's below.
 Call before you dig.

SITE PLAN

<p>CONTRACTOR'S RESPONSIBILITY: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.</p>	
3	REVISION
2	REVISION
1	REVISION
0	REVISION
C	REVISION
B	REVISION
A	REVISION
Rev.	Date
1	10/15/14
2	10/15/14
3	10/15/14
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T-Mobile
 1200 COCONUT TERRACE
 SUITE 101
 SUITE 101, FL 33009

MORRISON HERSHFIELD
 1000 W. WINDY HILL ROAD
 SUITE 100
 PALM BEACH, FL 33411
 TEL: 561-977-4000 FAX: 561-977-4009
 FL ARCHITECT REGISTRATION # 244880208
 www.morrisonhershfield.com

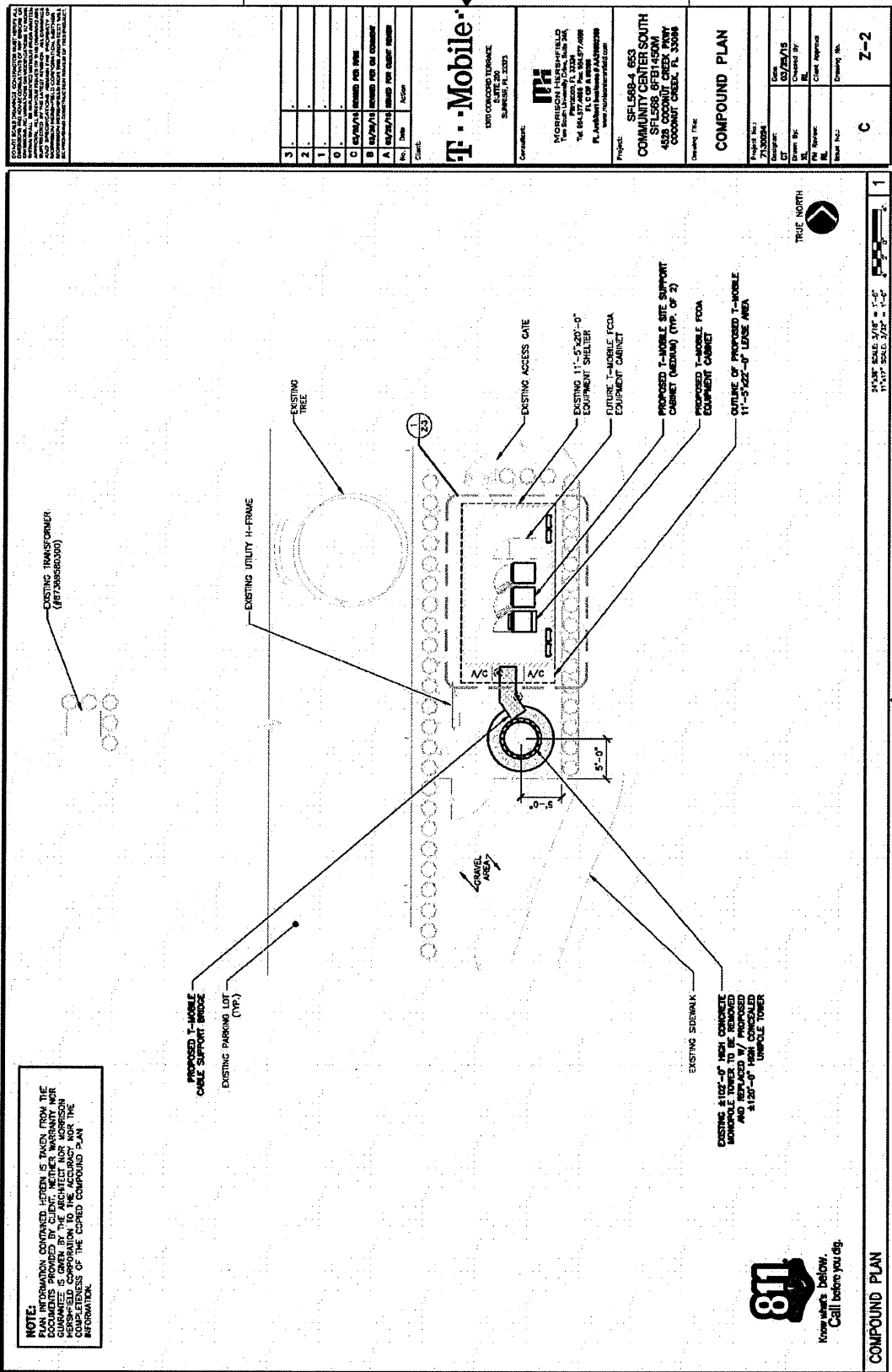
Project: 651 6864 653
 COMMUNITY CENTER SOUTH
 SPILLER BERLACHUM
 4828 COCONUT CREEK PKWY
 COCONUT CREEK, FL 33006

Company: T-Mobile
SITE PLAN

Project No.:	651 6864 653
Revision:	03/25/15
Drawn By:	
Checked By:	
Scale:	
Sheet No.:	C
Drawing No.:	Z-1

SCALE: 1/8" = 1'-0"

OWNER Site I.D.: Coconut Creek Community Center
 SITE MANAGEMENT I.D. CLFCOC14-2
 TENANT Site I.D.: 6FB1450M



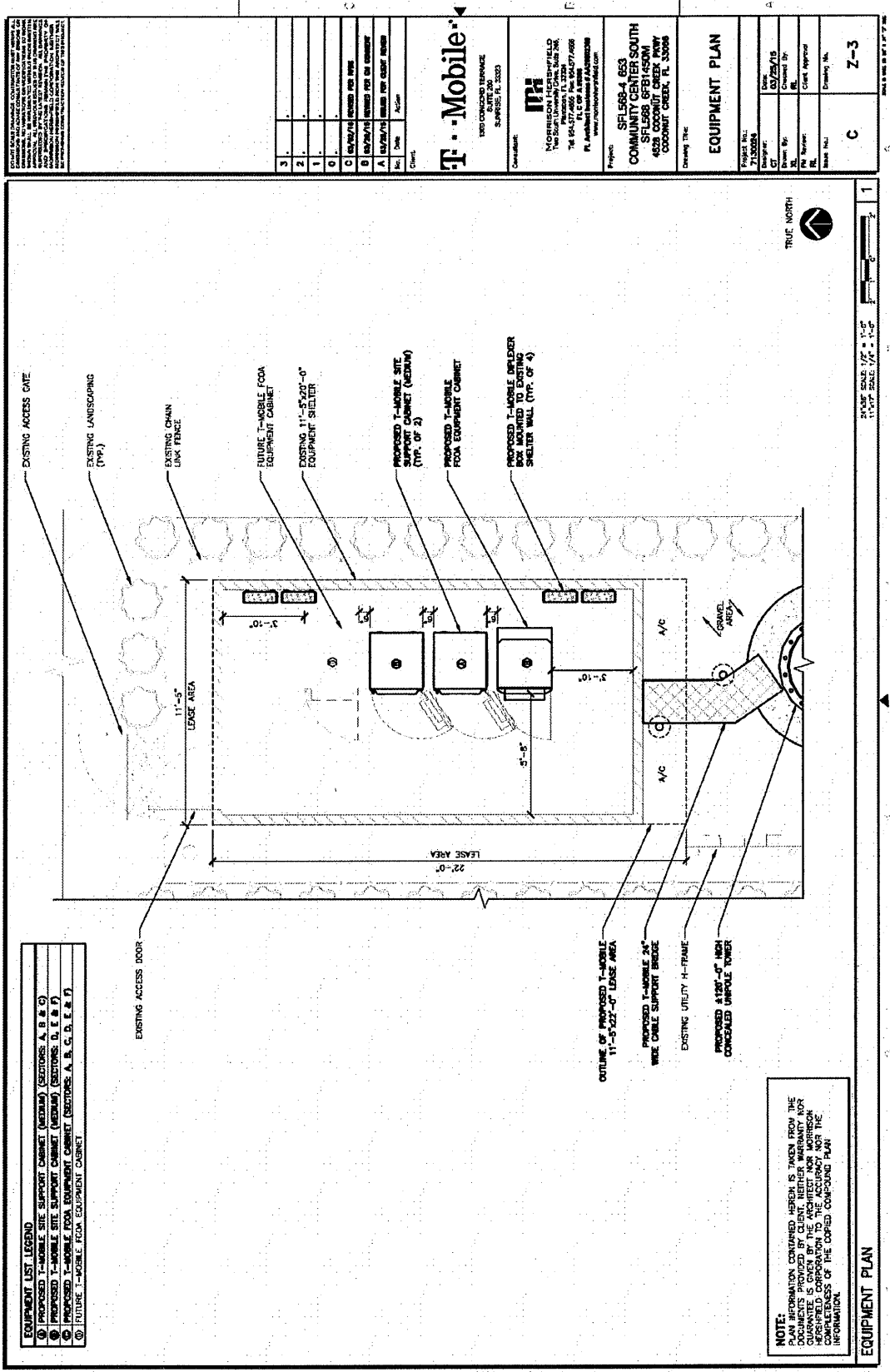
NOTE:
 PLAN INFORMATION CONTAINED HEREIN IS TAKEN FROM THE DOCUMENTS PROVIDED BY CLIENT. NEITHER WARRIORTH NOR WARRIORTH ENGINEERING ASSOCIATES, INC. MAKES ANY WARRANTY OR REPRESENTATION TO THE ACCURACY NOR THE COMPLETENESS OF THE COPIED COMPOUND PLAN INFORMATION.



COMPOUND PLAN

COMMUNITY CENTER SOUTH 4325 S. COCONUT CREEK PKWY COCONUT CREEK, FL 33094	
T-Mobile 1700 CONCORD TERRACE SUITE 200 SUITE 14500 COCONUT CREEK, FL 33094	MORRISON ENGINEERING 1000 UNIVERSITY DRIVE, SUITE 300 COCONUT CREEK, FL 33094 TEL: 888.377.4888 FAX: 352.577.4888 WWW.MORRISONENGINEERING.COM
Project: SFL568-L4 653 COMMUNITY CENTER SOUTH T-MOBILE EQUIPMENT CABINET 4325 S. COCONUT CREEK PKWY COCONUT CREEK, FL 33094	Drawing Title: COMPOUND PLAN
Project No: 2100004 Date: 03/28/15 Drawn By: RL Check By: ML Scale: Drawing No. C	Sheet No. Z-2

OWNER Site I.D.: Coconut Creek Community Center
 SITE MANAGEMENT I.D. CLFCOC14-2
 TENANT Site I.D.: 6FB1450M



EQUIPMENT LIST LEGEND

①	PROPOSED T-MOBILE SITE SUPPORT CABINET (MEDIUM) (SECTIONS A, B, & C)
②	PROPOSED T-MOBILE SITE SUPPORT CABINET (MEDIUM) (SECTIONS D, E, & F)
③	PROPOSED T-MOBILE FOA EQUIPMENT CABINET (SECTIONS A, B, C, D, E, & F)
④	FUTURE T-MOBILE FOA EQUIPMENT CABINET

NOTE:
 PLAN INFORMATION CONTAINED HEREIN IS TAKEN FROM THE DOCUMENTS PROVIDED BY CLIENT. NEITHER WARRANTY NOR LIABILITY IS ASSUMED BY ENGINEER FOR THE ACCURACY OR COMPLETENESS OF THE DATED COMPILING PLAN INFORMATION.

EQUIPMENT PLAN

<p>Mobile 1800 CONCORD TERRACE SUITE 200 SPRINGFIELD, FL 32033</p>		<p>PROJECT: SR 1894 453 COMMUNITY CENTER SOUTH SP1568 6FB1450M 4538 COCONUT CREEK Pkwy COCONUT CREEK, FL 33066</p>	
<p>CONTRACT: MORRISON HESB-FIELD Two Springs Blvd, Suite 200, Palm Beach Gardens, FL 33418 Tel: 561-571-7000 Fax: 561-571-7008 P. 001 P. 001 P. 001</p>		<p>DATE: 03/25/10</p> <p>BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DATE: 03/25/10</p> <p>SCALE: AS SHOWN</p>	

EXHIBIT C

to the Agreement dated _____, 2016, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and T-Mobile South LLC, a Delaware limited liability company, as Tenant.

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

T-Mobile South LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into on _____, 2016, 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 T-Mobile South LLC, a Delaware limited liability company, with an office at 12920 SE 38 Street, Bellevue, WA 98006 (hereinafter referred to as "**Tenant**").

1. Owner and Tenant entered into a Lease Agreement ("**Agreement**") dated as of _____, 2016, effective upon full execution of the parties ("**Effective Date**") for the purpose of Tenant undertaking certain investigations and tests and, upon finding the Property appropriate, for the purpose of 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 on _____, 2016, ("**Commencement Date**"), and terminating on the tenth 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 "1" annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "**Property**") are set forth in the Agreement.

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: Mikkie Belvedere

Title: Mayor

Date: _____

TENANT:

T-Mobile South LLC, a Delaware limited liability company

By:

EXHIBIT ONLY – DO NOT EXECUTE

Name: Bentley C. Alexander

Title: Vice President, Engineering

Date: _____

OWNER Site I.D.: Coconut Creek Community Center
SITE MANAGEMENT I.D. CLFCOC14-2
TENANT Site I.D. : 6FB1450M

STATE OF _____

COUNTY OF _____

On _____, 2016, before me, _____,
Notary Public, personally appeared Mikkie Belvedere, 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 TEXAS

COUNTY OF COLLIN

On _____, 2016, before me, _____,
Notary Public, personally appeared Bentley C. Alexander, Vice President, Engineering, for T-Mobile South LLC, a Delaware limited liability company, 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: _____

OWNER Site I.D.: Coconut Creek Community Center
SITE MANAGEMENT I.D. CLFCOC14-2
TENANT Site I.D. : 6FB1450M

**MEMORANDUM OF AGREEMENT
EXHIBIT 1
LEGAL DESCRIPTION OF LAND**

to the Memorandum of Agreement dated _____, 2016, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and T-Mobile South LLC, a Delaware limited liability company, as Tenant.

The Land is described and/or depicted as follows: APN: 8231 32 0010

All of "Coconut Creek Park Plex Plat" according to the plat thereof, as recorded in Plat Book 173, page 65, Public Records of Broward County, Florida.

OWNER Site I.D.: Coconut Creek Community Center
SITE MANAGEMENT I.D. CLFCOC14-2
TENANT Site I.D. : 6FB1450M

EXHIBIT D

to the Agreement dated _____, 2016, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and T-Mobile South LLC, a Delaware limited liability company, as Tenant.

DESCRIPTION AND SKETCH OF TENANT'S PROPERTY (ATTACH APPROVED SITE PLANS)

TENANT EQUIPMENT LISTING

TOWER-MOUNTED EQUIPMENT

Total Number of Tower-mounted Fixtures:

Equipment - Types and Models (mounted at 109 feet): (3) Antenna: Andrew - HBXX-3319DS-A2M, (6) TMA: TMA-S-DB1921-ID-A

Equipment – Types and Models (mounted at 115 feet): (3) Antenna: Andrew - HBXX-3319DS-A2M, (6) TMA-S-DB1921-ID-A

Number of and Size of Hybrid Line/Cable(s) and Models
From Ground to 109 feet: (12) AVA5-50-7/8"
From Ground to 115 feet: (12) AVA5-50-7/8"

GROUND-MOUNTED EQUIPMENT

Cabinets/Equipment to be located within Existing Equipment Shelter to be utilized by Tenant

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

Transmit frequencies: 1965-1990; 2135-2155

Receive frequencies: 1885-1910; 1735-1755