

EXHIBIT "C"

OWNER Site I.D.: Sabal Pines Park  
SITE MANAGEMENT I.D. : CFLCOC09-2  
TENANT Site I.D. : MIA-423, SW-423

LEASE AGREEMENT  
BETWEEN  
THE CITY OF COCONUT CREEK, FLORIDA  
AND  
METROPCS FLORIDA, LLC, a Delaware limited liability company  
CONTRACT TERMS

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this the Effective Date August 10, 2006 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

METROPCS FLORIDA, LLC  
A Delaware limited liability company  
1401 NW 136<sup>th</sup> Avenue, Suite 304  
Sunrise, FL 33323  
(Hereinafter referred to as "TENANT")

WHEREAS, CITY is the owner of certain real property and a telecommunications tower ("Tower") located at Sabal Pines Park, 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 TENANT lease a portion of the Land; and

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

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

IN CONSIDERATION OF Ten (\$10.00) Dollars, in hands 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 and space adjacent to and/or on the Tower at the 90 foot height, 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 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 192 square feet (hereinafter referred to as the "Premises" and more particularly described in Exhibit "B") and right-of-way for access are hereinafter referred to as the "Property".

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 radio frequency antennas and a building or buildings, 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"). TENANT, upon issuance of a revised Development Order by the City, and prior written approval, may modify its antenna support structure but shall not increase the dead weight or windload of said antenna array and building(s); said approval shall not be unreasonably withheld by CITY.
- 2.02 TENANT shall place around the perimeter of the Property a security fence which meets the requirements of the Code of the CITY.
- 2.03 TENANT shall be responsible for soil borings and similar tests which may be required as a condition of construction and for all expenses related to its improvements, which may thereafter be constructed upon Property. CITY grants TENANT the right to use adjoining and adjacent property owned by CITY as is reasonably required during construction and installation of TENANT's improvements, provided, however, that TENANT shall be responsible for restoring said area to its original condition upon completion of the improvements.
- 2.04 TENANT shall maintain the Property in a safe and workmanlike condition and meet all requirements imposed by ordinances of the CITY.
- 2.05 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 changes in frequencies for TENANT and any future co-locators shall be provided to the CITY to conduct 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. Should TENANT install an emergency generator at this site, the City may access and connect only the CITY's communications equipment to TENANT's emergency generator.
- B) TENANT shall supply at the time of execution of this lease all transmit and receive frequencies assigned by the FCC to TENANT for use on the Property, which shall be disclosed on Exhibit "D" hereto.
- 2.06 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.
- 2.07 TENANT shall submit all required applications for permits to the applicable City and/or County departments for review and approval and required fees.
- 2.08 TENANT will 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 year's real estate taxes on the real property in which the Property is 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, reasonable wear and tear accepted. 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.
- 2.10 TENANT shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by of 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.
- 2.11 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 that 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's, 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 objection from TENANT, a yearly rental or occupancy fee as determined by CITY. However, as a condition precedent to same, the proposed co-locating tenant must first lease appropriate ground space from City at a rental to be determined solely and exclusively by CITY.)
- 2.12 CITY hereby agrees that, if because of TENANT's operations from the Property any laws or regulations of the Federal Aviation Administration, Federal Communications Commission 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.

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 communication structure.

Section 4. ACKNOWLEDGEMENT

- 4.01 CITY and TENANT acknowledge that TENANT's ability to use the Property 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 pursuant to Section 7.01.
- 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 (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 (defined below) 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 Property 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 Property.

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 terminating on the tenth (10<sup>th</sup>) 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 three (3) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein.
- 5.02 Renewals: Such extensions shall automatically occur unless TENANT gives written notice to the other party 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 extension term, this Agreement has not been terminated by TENANT 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 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 15 days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay to CITY's site manager, Cityscape Consultants, Inc., 7040 W. Palmetto Park Road, Suite 4, PMB 652, Boca Raton, Florida 33433, as rent Thirty-two thousand and 00/100 DOLLARS (\$32,000.00) 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 the City 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 to the greater of (i) four percent (4%) of the annual rent for the previous 12 months or (ii) the following formula:  $((IR - IL)/IL) \times (\text{annual rent for the previous 12 months})$ . For purposes of calculating the foregoing formula, the following definitions apply:

"IR" is the Consumer Price Index for the month that is two (2) or three (3) months (which ever is applicable) immediately preceding the month in which annual rent is set to increase.

"IL" is the Consumer Price Index for the month that is twelve (12) months prior to the month used to determine the IR for the applicable lease year.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for All Urban Consumers - Miami/Fort Lauderdale average or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the above formula shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher of similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as CITY and TENANT may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be submitted to arbitration in accordance with the then existing commercial rules of arbitration of the American Arbitration Association at the American Arbitration Association office nearest CITY.

Prior to each annual rental increase, TENANT agrees calculate the above formula in order to determine whether rent should be increased by 4% or CPI, and to provide such calculations to CITY for review and approval.

- 6.02 Emergency power connection: In consideration of The City providing access and the ability to connect to an emergency power supply, (a 500KW generator on site, when and if available), TENANT will pay a one time access and connection charge of Twenty Thousand and 00/100 DOLLARS (\$20,000.00).

- 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 demised premises of this Lease.

Section 7. TERMINATION

- 7.01 Pursuant to Sections 4.01, 4.02 and 5.02 of the Agreement, the TENANT or the CITY may terminate this Agreement by providing a six (6) month written notice prior to the effective termination date.
- 7.02 Prior to the end of each extension or renewal term, TENANT may terminate this Agreement by providing written notice to the other party, pursuant to Section 16, at least six (6) months prior to the end of the current term.
- 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 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.
- 7.04 CITY may terminate this Agreement at the end of the third (3<sup>rd</sup>) term (i.e. after a period of 20 years) with sixty (60) days written notice to TENANT.
- 7.05 In the event of termination of this Agreement by TENANT, all rental fees paid prior to said termination date shall be retained by the CITY.
- 7.06 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 equipment 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. Upon termination or expiration of this Agreement, TENANT may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss. All METRO PCS equipment shall remain the property of METRO PCS and are not fixtures. In connection with METRO PCS's financing arrangements, CITY waives any landlord's lien on the equipment; agrees the equipment may be removed by METRO PCS without the need for legal proceedings; and agrees the equipment shall be exempt from distress, execution, levy and/or sale for unpaid rent. CITY agrees to execute reasonable documentation to this effect upon request of METRO PCS.
- 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 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.

Section 8. INDEMNIFICATION

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 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, paralegal fees, 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 gross negligence or intentional misconduct of the indemnified party

- 8.02 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the law of Florida Statutes Section 768.28, as amended from time to time.
- 8.03 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 gross negligence or intentional misconduct of the indemnified part.

Section 9. INSURANCE

- 9.01 TENANT, at TENANT's sole cost and expense, shall procure and maintain on the property and on the TENANT's improvements, 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, all as provided for herein.
- 9.02 CITY requires a Certificate of Insurance form a Florida qualified insurance carrier, naming CITY as an additional insured and requiring thirty (30) days notice to CITY in the event of cancellation of the policy.
- 9.03 UPON EXECUTION OF THIS AGREEMENT BY TENANT, CITY SHALL BE NAMED AS AN ADDITIONAL INSURED AS ITS INTEREST MAY APPEAR WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPEATIONS OF TENANT UNDER THE AGREEMENT.
- 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 No assignment shall occur without prior written notice to and approved by the CITY Commission. Assignment without the prior written approval of the CITY shall be considered to impair the CITY's assurance of due performance. The granting of approval for an assignment in one instance shall not render unnecessary approval of any subsequent assignment.
- 10.02 For the purposes of determining whether it shall consent to an assignment, the CITY or its agents may inquire into all qualifications of the prospective assignee and such other matters as the CITY may deem necessary to determine whether the assignment is in the public interest and should be approved, denied or conditioned. The TENANT and any prospective

assignees shall assist the CITY in any such inquiry, and if they fail to do so, the request for assignment may be denied.

- 10.03 In making a determination as to whether to grant, deny or grant subject to conditions as application for an assignment, the CITY shall consider the legal, financial and technical qualifications of the assignee.
- 10.04 Approval by the CITY of an assignment of this Agreement does not constitute a waiver or release of any of the right's of the CITY under this Agreement, whether arising before or after the date of the transfer.
- 10.05 However, notwithstanding anything to the contrary, TENANT may assign its interest without CITY's prior written consent to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 17.04 below. CITY may assign this Agreement upon written notice to TENANT, subject to the assignee assuming all of CITY's obligations herein, including but not limited to, those set forth in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, TENANT may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom TENANT (i) has obligations borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.
- 10.06 The CITY may assign some or all of its responsibilities under this Agreement to a tower management company, including the right to administer this Lease, collect rental, 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 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.



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, to the persons and addresses as shown below.

**As to CITY:**

CityScape Consultants, Inc.  
7040 W Palmetto Park Rd.  
Ste 4, PMB 652  
Boca Raton, FL 33433  
Attention: Contract Administrator

**As to TENANT:**

MetroPCS  
1401 NW 136<sup>th</sup> Avenue  
Suite 304  
Sunrise, FL 33323  
Attention: Michael Haggerty

With a copy to:

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

MetroPCS Florida LLC.  
8144 Walnut Hill Lane, Suite 800  
Dallas, TX 75231

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 CITY covenants that TENANT, on paying the rent and performing the covenants, shall peacefully and quietly have, hold and enjoy the Property.
- 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 (a) 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.

(b) CITY acknowledges that TENANT has entered into a financing arrangement including promissory notes and financial and security agreement for the financing of the TENANT's System (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, CITY (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rental fee(s) due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

(c) Notwithstanding the above, both CITY and TENANT agree that the CITY's property shall not be utilized as collateral for any financing, that said Collateral shall be limited to the facilities erected or installed on the CITY's property by the TENANT.

- 17.05 Landlord 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 Landlord of any visit. Following such attempt, Tenant shall be entitled to access the Premises.

Section 18. PUBLIC RECORDS

- 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 TENANT's equipment are damaged, destroyed, condemned or transferred in lieu of condemnation, 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.

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.

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OWNER Site I.D.: Sabal Pines Park  
SITE MANAGEMENT I.D.: CFLCOC09-2  
TENANT Site I.D.: MIA-423, SW-423

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

Barbara Stree  
City Clerk

James Waldman  
Print Name: James Waldman  
Title: Mayor

Approved as to form:

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

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 2006.  
By James Waldman, 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.

Jacquelyn L. Cook  
Notary Public, State of Florida  
JACQUELYN L. COOK  
MY COMMISSION # DD449918  
EXPIRES: July 12, 2009  
1-800-3-NOTARY FL. Notary Discount Assoc. Co.

Printed, typed or stamped Name of Notary  
My commission number and expiration date:  
DD449918 7/12/2009

OWNER Site I.D.: Sabal Pines Park  
SITE MANAGEMENT I.D.: CFLCOC09-2  
TENANT Site I.D.: MIA-423, SW-423

TENANT

METROPCS FLORIDA LLC, a  
Delaware corporation

Michael Haggerty  
Witness  
Print: MICHAEL HAGGERTY

By: Leon Garza  
Print Name: LEON GARZA  
Title: VP/GM

Neel Kamal Bhargava  
Witness  
Print: NEEL KAMAL BHARGAVA

STATE OF FLORIDA

COUNTY BROWARD

The foregoing instrument was acknowledged before me this 19TH day of JUNE, 2006.  
By LEON GARZA, as VP/GM, for MetroPCS Florida LLC, a Delaware corporation. He/she is personally known to me or has provided \_\_\_\_\_ as identification and he/she did/did not take an oath.

Mari Arendia  
Notary Public, State of Florida

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



Mari Arendia  
My Commission DD238563  
Expires August 06, 2007

OWNER Site I.D.: Sabal Pines Park  
SITE MANAGEMENT I.D. : CFLCOC09-2  
TENANT Site I.D. : MIA-423, SW-423

EXHIBIT A

to the Agreement dated August 10, 2006, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and MetroPCS Florida LLC., a Delaware corporation, as Tenant.

DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

No: FL-3672B  
Name: TP/Winston Park

## EXHIBIT "A"

### LEGAL DESCRIPTION OF PARENT TRACT:

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

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B", ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL "E"; THENCE SOUTH  $00^{\circ}59'22''$  EAST, A DISTANCE OF 1078.85 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF  $25^{\circ}47'49''$ , A DISTANCE OF 289.84 FEET; THENCE NORTH  $70^{\circ}24'00''$  WEST, NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 239.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 491.00 FEET AND A CENTRAL ANGLE OF  $37^{\circ}59'06''$ , A DISTANCE OF 317.09 FEET; THENCE NORTH  $67^{\circ}49'30''$  WEST, NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 744.70 FEET; THENCE NORTH  $62^{\circ}00'16''$  WEST, A DISTANCE OF 94.84 FEET; THENCE NORTH  $81^{\circ}59'06''$  WEST, A DISTANCE OF 202.30 FEET; THENCE SOUTH  $42^{\circ}05'10''$  WEST, A DISTANCE OF 31.48 FEET; THENCE NORTH  $81^{\circ}58'40''$  WEST, A DISTANCE OF 145.28 FEET; THENCE SOUTH  $25^{\circ}47'25''$  WEST, A DISTANCE OF 126.68 FEET; THENCE SOUTH  $52^{\circ}59'35''$  WEST, A DISTANCE OF 226.06 FEET; THENCE SOUTH  $39^{\circ}00'04''$  WEST, A DISTANCE OF 119.84 FEET; THENCE NORTH  $57^{\circ}49'09''$  WEST, ALONG THE SOUTHWEST BOUNDARY OF SAID PARCEL "E" AND THE SOUTHEASTERLY PROJECTION THEREOF, A DISTANCE OF 403.56 FEET TO THE SOUTHEAST CORNER OF LOT 54 OF SAID WINSTON PARK SECTION TWO; THENCE NORTH  $00^{\circ}59'54''$  WEST, ALONG THE EAST BOUNDARY OF SAID LOT 54 AND THE NORTHERLY PROJECTION THEREOF, ALSO BEING ALONG THE WEST BOUNDARY OF SAID PARCEL "E", A DISTANCE OF 574.68 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "E"; THENCE NORTH  $89^{\circ}49'06''$  EAST, ALONG THE NORTH BOUNDARY OF SAID PARCEL "E" AND CONTINUING ALONG THE NORTH BOUNDARY OF SAID PARCEL "D", A DISTANCE OF 1815.69 FEET TO THE INTERSECTION WITH THE INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WEST BOUNDARY OF SAID TRACT "B"; THENCE NORTH  $00^{\circ}59'52''$  WEST, ALONG SAID SOUTHERLY PROJECTION, A DISTANCE OF 15.00 FEET TO THE SOUTH WEST CORNER OF SAID TRACT "B"; THENCE CONTINUE NORTH  $00^{\circ}59'22''$  WEST ALONG SAID WEST BOUNDARY OF TRACT "B", A DISTANCE OF 872.34 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY OF WINSTON PARK BOULEVARD AS SHOWN ON SAID WINSTON PARK SECTION TWO, THE RADIUS POINT OF THE NEXT DESCRIBED CURVE BEARS NORTH  $43^{\circ}49'21''$  WEST FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG SAID WINSTON PARK BOULEVARD RIGHT-OF-WAY, HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF  $00^{\circ}49'39''$ , A DISTANCE OF 2.50 FEET; THENCE NORTH  $60^{\circ}22'27''$  EAST, NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 84.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF  $59^{\circ}49'28''$ , A DISTANCE OF 25.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF  $72^{\circ}42'31''$ , A DISTANCE OF 114.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF  $38^{\circ}49'07''$ , A DISTANCE OF 16.71 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $84^{\circ}43'31''$  EAST, A DISTANCE OF 119.16 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "B", THE RADIUS POINT OF THE NEXT DESCRIBED CURVE BEARS SOUTH  $08^{\circ}59'01''$  WEST FROM SAID CORNER; THENCE EASTERLY SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF  $80^{\circ}36'37''$ , A DISTANCE OF 379.87 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $00^{\circ}59'22''$  EAST, A DISTANCE OF 339.96 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE WESTERLY BOUNDARY OF N.W. 39<sup>th</sup> AVENUE AS SHOWN ON SAID COCO LAKES PLAT.

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

CONTAINING 54.158 ACRES, MORE OR LESS.

FL-3672B

3: TP/Winston Park

## EXHIBIT "A"

Page 2 of 2

### LEGAL DESCRIPTION FOR NEXTEL LEASE SITE:

A PORTION OF PARCEL "D" OF BANYAN TRAILS, AS RECORDED IN PLAT BOOK 154, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL "E" OF SAID BANYAN TRAILS; THENCE SOUTH  $06^{\circ}06'12''$ , ALONG THE EASTERLY LINE OF SAID PARCEL "E", SAID EASTERLY LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF N.W. 33<sup>RD</sup> AVENUE, A DISTANCE OF 422.89 FEET; THENCE SOUTH  $89^{\circ}06'48''$  WEST, A DISTANCE OF 259.32 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED NEXTEL LEASE SITE:

THENCE SOUTH  $29^{\circ}08'11''$  WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH  $60^{\circ}42'49''$  WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH  $29^{\circ}08'11''$  EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH  $60^{\circ}42'49''$  EAST, A DISTANCE OF 40.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 800 SQUARE FEET OR 0.0184 ACRES, MORE OR LESS.

### LEGAL DESCRIPTION FOR NEXTEL ACCESS AND UTILITY EASEMENT:

A STRIP OF LAND 20.00 FEET IN WIDTH, FOR ACCESS EASEMENT PURPOSES, SAID STRIP LYING WITHIN A PORTION OF PARCEL "D" OF BANYAN TRAILS, AS RECORDED IN PLAT BOOK 154, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, A PORTION OF TRACT "B" AND THAT CERTAIN 100 FOOT CANAL RIGHT-OF-WAY AS SHOWN ON WINSTON PARK SECTION TWO, AS RECORDED IN PLAT BOOK 138, PAGE 1, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A PORTION OF A 25 FOOT RIGHT-OF-WAY, AS SHOWN ON THE PLAT OF PALM BEACH FARMS COMPANY'S PLAT NO. 2, PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF PARCEL "B", COCO LAKES, AS RECORDED IN PLAT BOOK 153, PAGE 25, OF SAID PUBLIC RECORDS OF BROWARD COUNTY; THE SIDELINES OF SAID ACCESS EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE MOST EASTERLY CORNER (POINT OF BEGINNING) OF THE PREVIOUSLY DESCRIBED NEXTEL LEASE SITE; THENCE SOUTH  $29^{\circ}08'11''$  WEST, ALONG THE SOUTHEASTERLY LINE OF SAID NEXTEL LEASE SITE, A DISTANCE OF 20.00 FEET; THENCE NORTH  $60^{\circ}42'49''$  WEST, ALONG THE SOUTHWESTERLY LINE OF SAID NEXTEL LEASE SITE, A DISTANCE OF 40.00 FEET; THENCE NORTH  $29^{\circ}08'11''$  EAST, ALONG THE NORTHWESTERLY LINE OF SAID NEXTEL LEASE SITE, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE NORTH  $60^{\circ}42'49''$  WEST, DEPARTING SAID NORTHWESTERLY LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH  $00^{\circ}00'40''$  WEST, A DISTANCE OF 45.78 FEET; THENCE NORTH  $89^{\circ}06'49''$  WEST, A DISTANCE OF 117.75 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 15.00 FEET; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, 23.31 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $89^{\circ}02'03''$ , TO A POINT OF TANGENCY; THENCE NORTH  $00^{\circ}33'45''$  WEST, A DISTANCE OF 113.72 FEET, TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY, 23.58 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $90^{\circ}02'24''$ , TO A POINT OF TANGENCY; THENCE SOUTH  $89^{\circ}02'50''$  WEST, A DISTANCE OF 59.57 FEET; THENCE NORTH  $00^{\circ}43'08''$  WEST, A DISTANCE OF 112.75 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 185.00 FEET; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY, 288.56 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $69^{\circ}34'03''$ , TO A POINT OF TANGENCY; THENCE NORTH  $88^{\circ}49'55''$  EAST, A DISTANCE OF 114.38 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 175.00 FEET; THENCE EASTERLY AND SOUTHEASTERLY, 89.74 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $29^{\circ}22'51''$ , TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY, 80.27 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $28^{\circ}42'58''$ , TO A POINT OF TANGENCY; THENCE NORTH  $89^{\circ}06'48''$  EAST, A DISTANCE OF 45.82 FEET, TO A POINT ON THE EASTERLY LINE OF SAID PARCEL "B", COCO LAKES AND THE POINT OF TERMINATION OF SAID CENTERLINE.

OWNER Site I.D.: Sabal Pines Park  
SITE MANAGEMENT I.D. : CFLCOC09-2  
TENANT Site I.D. : MIA-423, SW-423

**EXHIBIT B**

to the Agreement dated August 10, 2006, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and MetroPCS Florida LLC, a Delaware corporation, as Tenant.

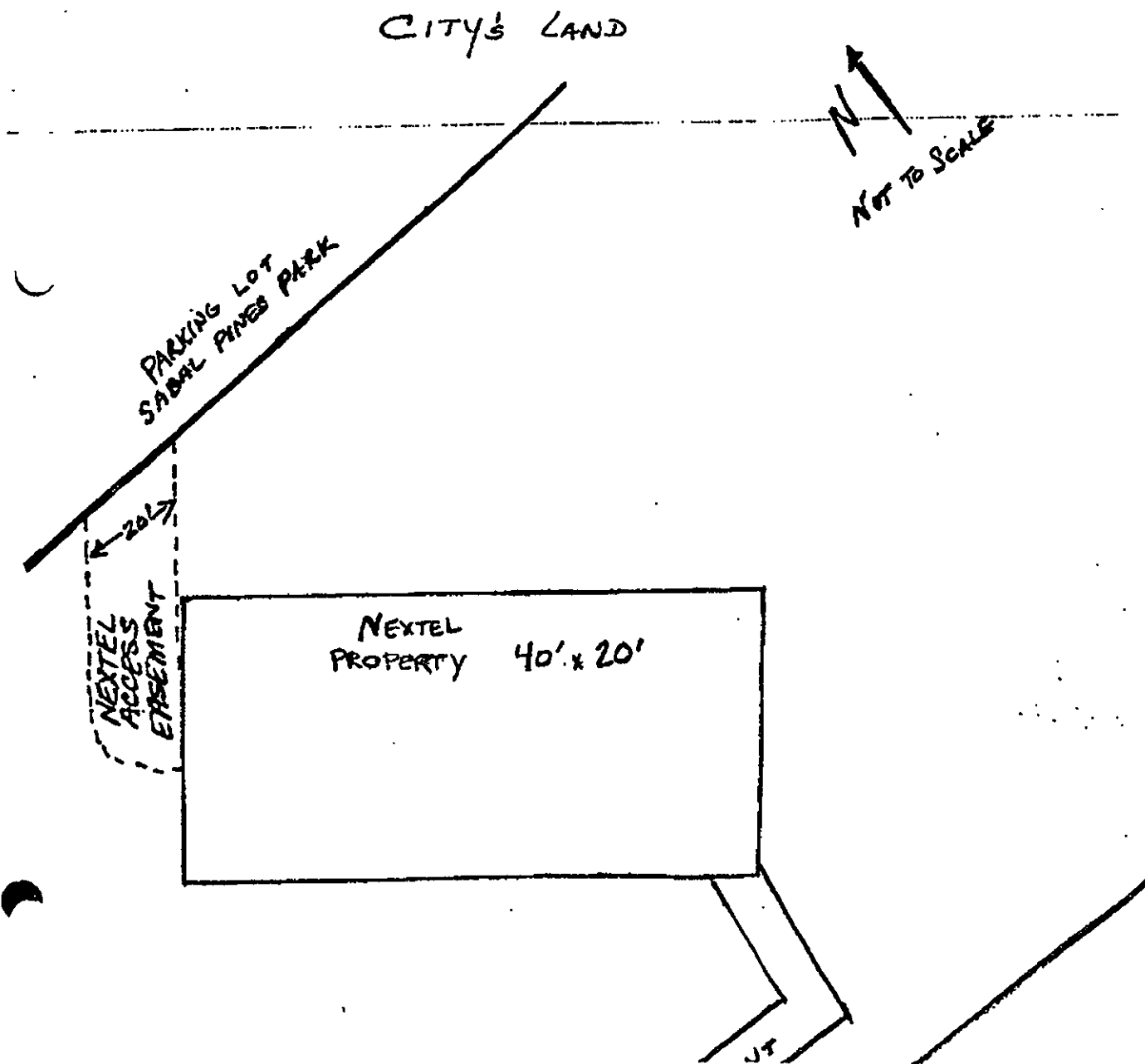
**DESCRIPTION OF PROPERTY**

A DRAWING OF THE PROPERTY WILL BE PRESENTED HERE OR ATTACHED HERETO



: FL-3672B  
me: TP/Winston Park

EXHIBIT B  
PAGE 1 OF 1



OWNER Site I.D.: Sabal Pines Park  
SITE MANAGEMENT I.D. : CFLCOC09-2  
TENANT Site I.D. : MIA-423, SW-423

**EXHIBIT C**

to the Agreement dated \_\_\_\_\_, 2006, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and MetroPCS Florida LLC, a Delaware corporation, as Tenant.

**RECORDED AT REQUEST OF, AND  
WHEN RECORDED RETURN TO:**  
METROPCS FLORIDA LLC,  
A Delaware corporation  
1401 NW 136<sup>th</sup> Avenue, Suite 304  
Sunrise, FL 33323  
Attn:

**MEMORANDUM OF AGREEMENT**

**APN:**

This MEMORANDUM OF AGREEMENT is entered into on \_\_\_\_\_, 2006, 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 MetroPCS Florida LLC, a Delaware corporation, with an office at 1401 NW 136<sup>th</sup> Avenue, Suite 304, Sunrise, FL 33323 (hereinafter referred to as "Metro PCS" or "Tenant").

1. Owner and Metro PCS entered into a Lease Agreement ("Agreement") dated as of \_\_\_\_\_, 2006, effective upon full execution of the parties ("Effective Date") for the purpose of Metro PCS 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 Metro PCS's tenancy under the Agreement is for ten (10) years commencing on \_\_\_\_\_, 2006, ("Commencement Date"), and terminating on the tenth anniversary of the Commencement Date with three (3) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A 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: James Waldman

Title: Mayor

Date: \_\_\_\_\_

**TENANT:**

MetroPCS Florida LLC, a  
Delaware corporation

By:

EXHIBIT ONLY - DO NOT EXECUTE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER Site I.D.: Sabal Pines Park  
SITE MANAGEMENT I.D. : CFLCOC09-2  
TENANT Site I.D. : MIA-423, SW-423

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On, 2006, before me, \_\_\_\_\_, Notary Public, personally appeared James Waldman, 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.

\_\_\_\_\_  
(SEAL)  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On, 2006, before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_, for MetroPCS Florida LLC, a Delaware 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.

\_\_\_\_\_  
(SEAL)  
Notary Public

My commission expires: \_\_\_\_\_

OWNER Site I.D.: Sabal Pines Park  
SITE MANAGEMENT I.D. : CFLCOC09-2  
TENANT Site I.D. : MIA-423, SW-423

**MEMORANDUM OF AGREEMENT**

**EXHIBIT A**

**DESCRIPTION OF LAND**

to the Memorandum of Agreement dated August 10, 2006, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and MetroPCS Florida LLC, a Delaware corporation, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

No. FL-3672B  
Name: TP/Winston Park

## EXHIBIT "A"

### LEGAL DESCRIPTION OF PARENT TRACT:

ALL OF TRACT "B" AND THAT CERTAIN 100 FOOT CANAL RIGHT-OF-WAY AS SHOWN ON WINSTON PARK SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 138, PAGE 1 OF SAID PUBLIC RECORDS, TOGETHER WITH ALL OF PARCEL "E" AND A PORTION OF PARCEL "C" AS SHOWN ON BANYAN TRAILS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 154, PAGE 3, OF SAID PUBLIC RECORDS, TOGETHER WITH ALL OF PARCEL "B", COCO LAKES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 158, PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 15 FOOT ROAD RESERVATION AS VACATED BY OFFICIAL RECORDS BOOK 15870, PAGE 4 OF SAID PUBLIC RECORDS, TOGETHER WITH A PORTION OF THAT CERTAIN ROAD RESERVATION AS SHOWN OF THE PLAT OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 3, PAGES 45 THRU 54 (INCLUSIVE) OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: SEE NOTE BELOW

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B", ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL "E"; THENCE SOUTH  $00^{\circ}59'22''$  EAST, A DISTANCE OF 1078.85 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF  $25^{\circ}49'$ , A DISTANCE OF 289.84 FEET; THENCE NORTH  $70^{\circ}47'00''$  WEST, NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 239.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 481.00 FEET AND A CENTRAL ANGLE OF  $37^{\circ}00'$ , A DISTANCE OF 317.09 FEET; THENCE NORTH  $67^{\circ}09'30''$  WEST, NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 744.70 FEET; THENCE NORTH  $62^{\circ}09'15''$  WEST, A DISTANCE OF 94.84 FEET; THENCE NORTH  $81^{\circ}09'06''$  WEST, A DISTANCE OF 202.30 FEET; THENCE SOUTH  $42^{\circ}09'10''$  WEST, A DISTANCE OF 31.48 FEET; THENCE NORTH  $01^{\circ}58'40''$  WEST, A DISTANCE OF 146.80 FEET; THENCE SOUTH  $25^{\circ}49'26''$  WEST, A DISTANCE OF 126.68 FEET; THENCE SOUTH  $52^{\circ}39'35''$  WEST, A DISTANCE OF 226.06 FEET; THENCE SOUTH  $139^{\circ}00'04''$  WEST, A DISTANCE OF 119.84 FEET; THENCE NORTH  $57^{\circ}09'09''$  WEST, ALONG THE SOUTHWEST BOUNDARY OF SAID PARCEL "E" AND THE SOUTHEASTERLY PROJECTION THEREOF, A DISTANCE OF 403.56 FEET TO THE SOUTHEAST CORNER OF LOT 54 OF SAID WINSTON PARK SECTION TWO; THENCE NORTH  $00^{\circ}01'54''$  WEST, ALONG THE EAST BOUNDARY OF SAID LOT 54 AND THE NORTHERLY PROJECTION THEREOF, ALSO BEING ALONG THE WEST BOUNDARY OF SAID PARCEL "E", A DISTANCE OF 674.88 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "E"; THENCE NORTH  $09^{\circ}09'08''$  EAST, ALONG THE NORTH BOUNDARY OF SAID PARCEL "E" AND CONTINUING ALONG THE NORTH BOUNDARY OF SAID PARCEL "D", A DISTANCE OF 1816.69 FEET TO THE INTERSECTION WITH THE INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WEST BOUNDARY OF SAID TRACT "B"; THENCE NORTH  $00^{\circ}09'52''$  WEST, ALONG SAID SOUTHERLY PROJECTION, A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "B"; THENCE CONTINUE NORTH  $00^{\circ}59'22''$  WEST ALONG SAID WEST BOUNDARY OF TRACT "B", A DISTANCE OF 872.34 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY OF WINSTON PARK BOULEVARD AS SHOWN ON SAID WINSTON PARK SECTION TWO, THE RADII POINT OF THE NEXT DESCRIBED CURVE BEARS NORTH  $43^{\circ}47'21''$  WEST FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG SAID WINSTON PARK BOULEVARD RIGHT-OF-WAY, HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF  $00^{\circ}49'39''$ , A DISTANCE OF 2.50 FEET; THENCE NORTH  $50^{\circ}22'27''$  EAST, NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 84.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF  $69^{\circ}49'26''$ , A DISTANCE OF 25.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF  $72^{\circ}23'31''$ , A DISTANCE OF 114.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF  $38^{\circ}09'07''$ , A DISTANCE OF 18.71 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $84^{\circ}33'31''$  EAST, A DISTANCE OF 119.16 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "B", THE RADII POINT OF THE NEXT DESCRIBED CURVE BEARS SOUTH  $08^{\circ}34'01''$  WEST FROM SAID CORNER; THENCE EASTERLY SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF  $80^{\circ}05'37''$ , A DISTANCE OF 379.87 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $00^{\circ}59'22''$  EAST, A DISTANCE OF 339.96 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE WESTERLY BOUNDARY OF N.W. 39<sup>th</sup> AVENUE AS SHOWN ON SAID COCO LAKES PLAT.

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

CONTAINING 84.158 ACRES, MORE OR LESS.

PL-3672B

B: TP/Winston Park

## EXHIBIT "A"

Page 2 of 2

### LEGAL DESCRIPTION FOR NEXTEL LEASE SITE:

A PORTION OF PARCEL "D" OF BANYAN TRAILS, AS RECORDED IN PLAT BOOK 154, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH-EAST CORNER OF PARCEL "E" OF SAID BANYAN TRAILS; THENCE SOUTH  $00^{\circ}08'12''$ , ALONG THE EASTERLY LINE OF SAID PARCEL "E", SAID EASTERLY LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF N.W. 35<sup>TH</sup> AVENUE, A DISTANCE OF 422.95 FEET; THENCE SOUTH  $89^{\circ}08'48''$  WEST, A DISTANCE OF 259.82 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED NEXTEL LEASE SITE:

THENCE SOUTH  $29^{\circ}08'11''$  WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH  $50^{\circ}04'49''$  WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH  $29^{\circ}08'11''$  EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH  $50^{\circ}04'49''$  EAST, A DISTANCE OF 40.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 900 SQUARE FEET OR 0.0184 ACRES, MORE OR LESS.

### LEGAL DESCRIPTION FOR NEXTEL ACCESS AND UTILITY EASEMENT:

A STRIP OF LAND 20.00 FEET IN WIDTH, FOR ACCESS EASEMENT PURPOSES, SAID STRIP LYING WITHIN A PORTION OF PARCEL "D" OF BANYAN TRAILS, AS RECORDED IN PLAT BOOK 154, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, A PORTION OF TRACT "B" AND THAT CERTAIN 100 FOOT CANAL RIGHT-OF-WAY AS SHOWN ON WINSTON PARK SECTION TWO, AS RECORDED IN PLAT BOOK 136, PAGE 1, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A PORTION OF A 25 FOOT RIGHT-OF-WAY, AS SHOWN ON THE PLAT OF PALM BEACH FARMS COMPANY'S PLAT NO. 2, PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF PARCEL "B", COCO LAKES, AS RECORDED IN PLAT BOOK 155, PAGE 25, OF SAID PUBLIC RECORDS OF BROWARD COUNTY; THE SIDELINES OF SAID ACCESS EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE MOST EASTERLY CORNER (POINT OF BEGINNING) OF THE PREVIOUSLY DESCRIBED NEXTEL LEASE SITE; THENCE SOUTH  $29^{\circ}08'11''$  WEST, ALONG THE SOUTHEASTERLY LINE OF SAID NEXTEL LEASE SITE, A DISTANCE OF 20.00 FEET; THENCE NORTH  $60^{\circ}04'49''$  WEST, ALONG THE SOUTHWESTERLY LINE OF SAID NEXTEL LEASE SITE, A DISTANCE OF 40.00 FEET; THENCE NORTH  $29^{\circ}08'11''$  EAST, ALONG THE NORTHWESTERLY LINE OF SAID NEXTEL LEASE SITE, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE NORTH  $50^{\circ}04'49''$  WEST, DEPARTING SAID NORTHWESTERLY LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH  $00^{\circ}04'49''$  WEST, A DISTANCE OF 46.78 FEET; THENCE NORTH  $89^{\circ}02'49''$  WEST, A DISTANCE OF 117.75 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 15.00 FEET; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, 23.31 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $89^{\circ}02'03''$ , TO A POINT OF TANGENCY; THENCE NORTH  $00^{\circ}04'48''$  WEST, A DISTANCE OF 113.72 FEET, TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY, 23.56 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $90^{\circ}02'24''$ , TO A POINT OF TANGENCY; THENCE SOUTH  $89^{\circ}02'50''$  WEST, A DISTANCE OF 59.57 FEET; THENCE NORTH  $00^{\circ}02'00''$  WEST, A DISTANCE OF 112.75 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 185.00 FEET; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY, 288.56 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $89^{\circ}01'03''$ , TO A POINT OF TANGENCY; THENCE NORTH  $88^{\circ}43'55''$  EAST, A DISTANCE OF 114.38 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 175.00 FEET; THENCE EASTERLY AND SOUTHEASTERLY, 89.74 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $29^{\circ}22'51''$ , TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY, 80.27 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $28^{\circ}02'58''$ , TO A POINT OF TANGENCY; THENCE NORTH  $89^{\circ}04'18''$  EAST, A DISTANCE OF 46.82 FEET, TO A POINT ON THE EASTERLY LINE OF SAID PARCEL "B", COCO LAKES AND THE POINT OF TERMINATION OF SAID CENTERLINE.

OWNER Site I.D.: Sabal Pines Park  
SITE MANAGEMENT I.D.: CFLCOC09-2  
TENANT Site I.D.: MIA-423, SW-423

**EXHIBIT D**

to the Agreement dated August 10, 2006, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and MetroPCS Florida LLC, a Delaware corporation, as Tenant.

**LIST OF ANTENNAS AND APPURTENANCES**

**Antennas:** Six (6) Andrew DB932LG65VTE-M

**Cable:** 7/8"

**Rad Center:** 90'

**Azimuths:** 50'/200'/310'

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

**Transmit frequencies:** 1975-1940

**Receive frequencies:** 1710-1880

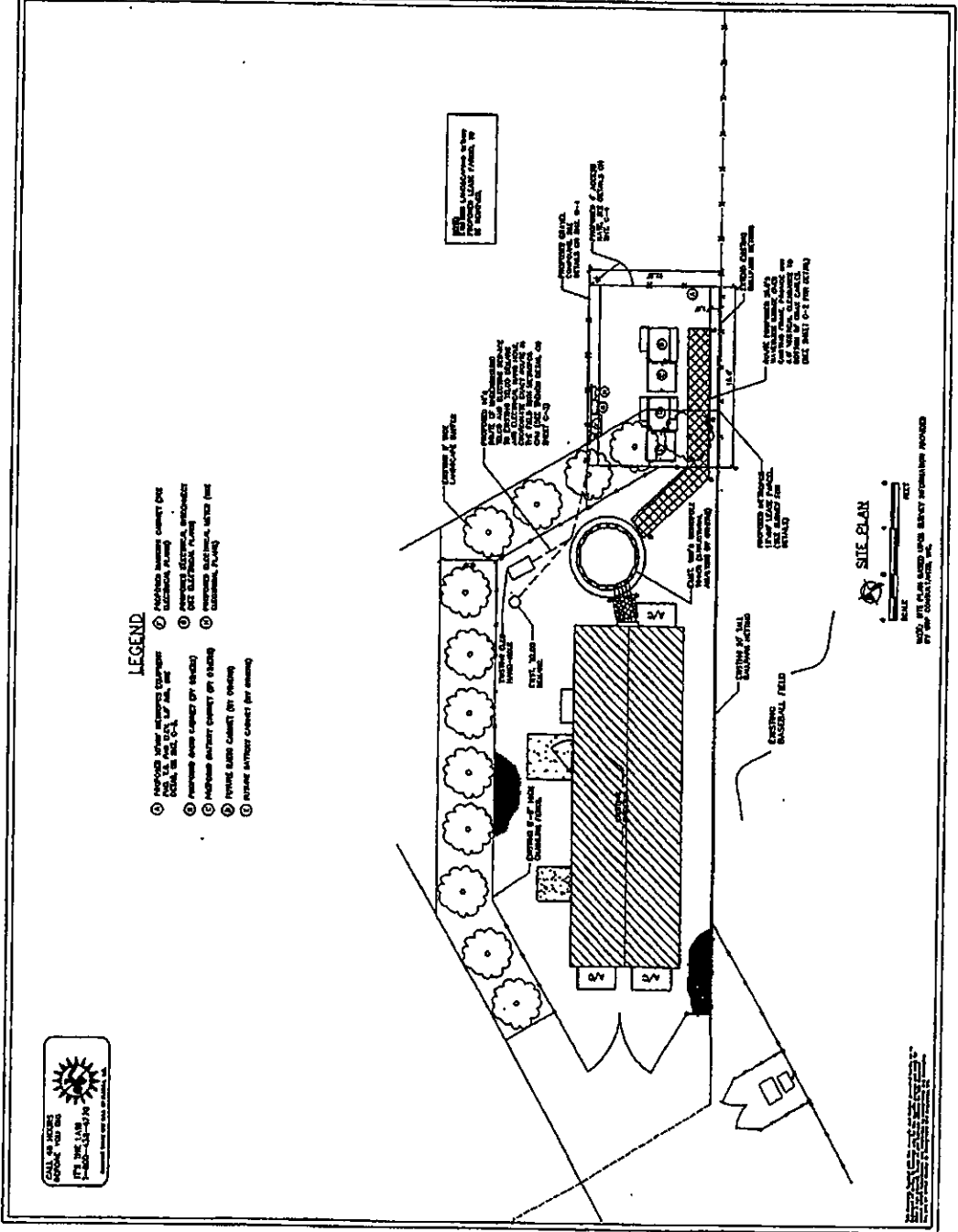








<b>MetroPCS</b> FLORIDA, LLC 1400 NW 10th Street Fort Lauderdale, FL 33304		<b>PROJECT INFORMATION:</b> NEXTEL - SABLE PINES PK. MA-423, SW-423 5005 NW 34th Avenue COVINGTON, FL 32009 BROWARD COUNTY		FEBRUARY 2006		CONSTRUCTION DRAWINGS		SHEET NO.		SHEET NAME		SHEET NUMBER	
<b>MetroPCS</b> FLORIDA, LLC 1400 NW 10th Street Fort Lauderdale, FL 33304		<b>PLANS PROVIDED BY:</b> City of Jacksonville 4417 FINEWOOD DRIVE JACKSONVILLE, FL 32217		FEB 27 2006		PROJECT TITLE		SITE PLAN		C-1		044411465	



**MetropCS**  
FLORIDA LLC  
1401 NW 13th Avenue  
Fort Lauderdale, FL 33304

**PROJECT INFORMATION:**  
NEXTTEL - SABLE PINES PK.  
MIA-423, SW-423  
6005 NW 13th Avenue  
COCCOAT CREEK, FL 33493  
BROWARD COUNTY

**DATE:** FEBRUARY 2006

**CONSTRUCTION DRAWINGS**

**DATE:** FEB 27 2006

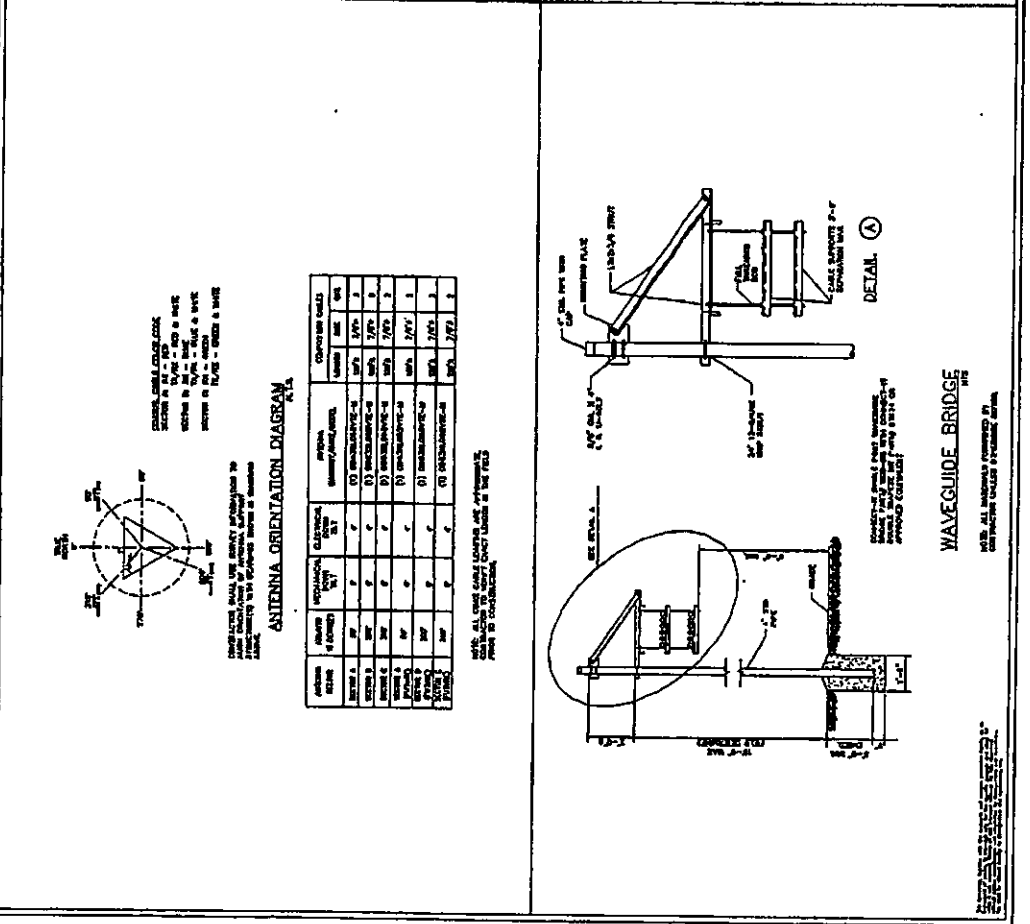
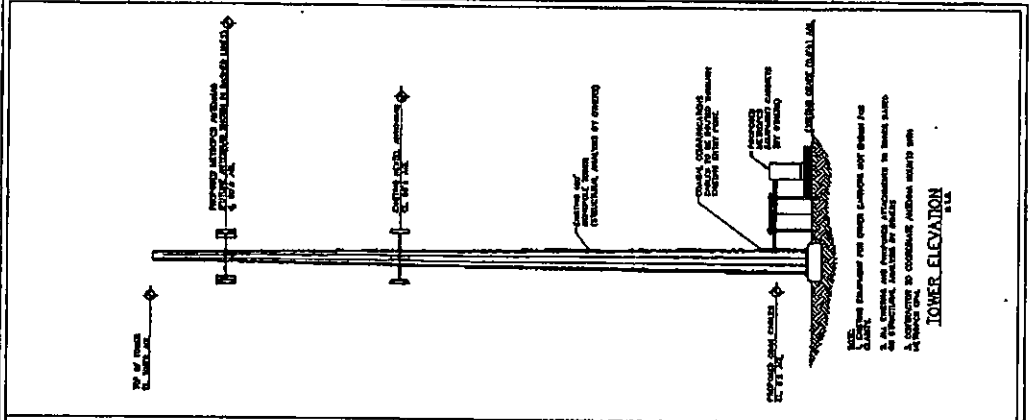
**PROJECT INFORMATION:**  
Kibley-Horn  
and Associates, Inc.  
4322 DANFORTH AVENUE, NW  
ALPHARETTA, GA 30201  
(770) 443-0443

**MetropCS**  
FLORIDA LLC  
1401 NW 13th Avenue  
Fort Lauderdale, FL 33304

**DETAILS & TOWER ELEVATION**

**C-2**

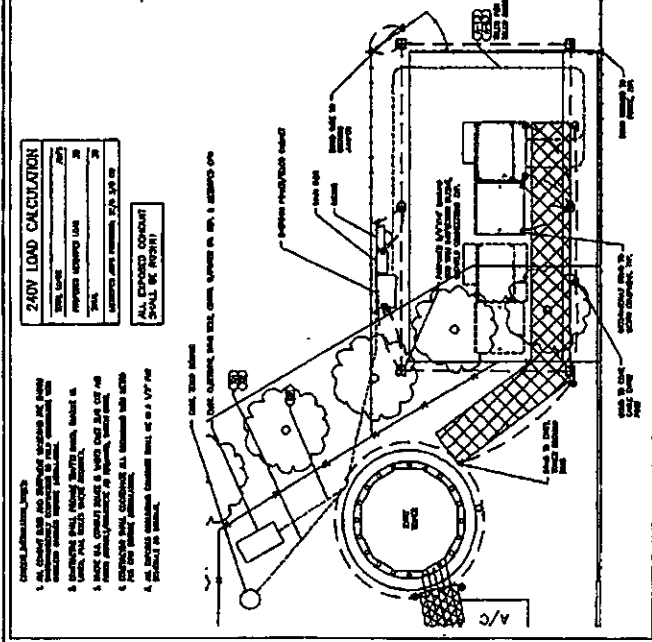
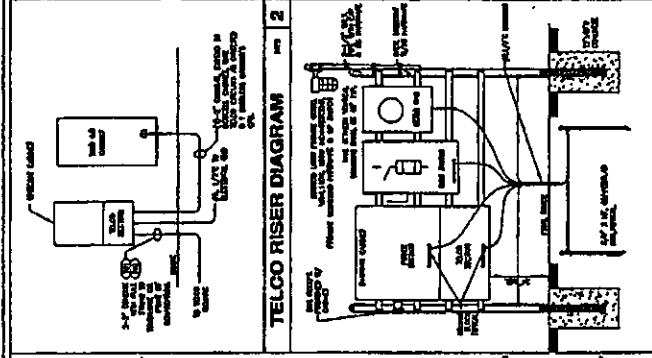
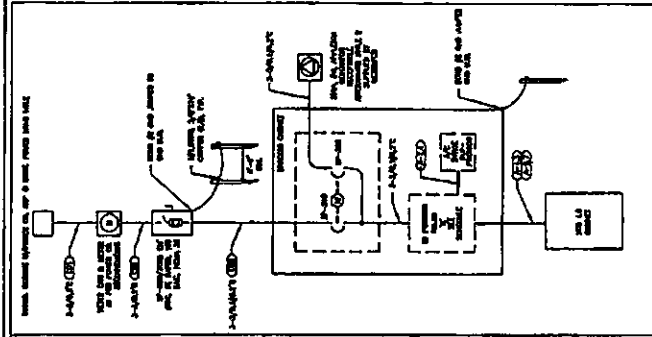
044411465







<b>MetropCS</b> Florida, LLC 180 W. Lake Street Tallahassee, FL 32302	PROJECT INFORMATION: <b>NEXTEL - SABLE PINES PK.</b> MIA-423, SW-423 10000 SABLE PINES PK. COCONUT CREEK BROWARD COUNTY	DATE: FEBRUARY 2008	DRAWING TITLE: <b>CONSTRUCTION DRAWINGS</b>	DATE: FEB 27 2008	PROJECT NO.: <b>044411485</b>
METROPCS FLORIDA, LLC 180 W. LAKE STREET TALLAHASSEE, FL 32302	PROJECT NO.: <b>044411485</b>	DRAWING NO.: <b>E-1</b>	SHEET TITLE: <b>ELECTRICAL SITE PLAN</b>	SCALE: AS SHOWN	DATE: FEB 27 2008



- 4 ELECTRICAL SYMBOLS**
- 1. GENERATOR (10000 VA)
  - 2. INVERTER (10000 VA)
  - 3. BATTERY BANK (10000 VA)
  - 4. TRANSFORMER (10000 VA)
  - 5. DISTRIBUTION PANEL (10000 VA)

- 5 ELECTRICAL SYMBOLS**
- 1. SERVICE RACK (10000 VA)
  - 2. DISTRIBUTION PANEL (10000 VA)
  - 3. TRANSFORMER (10000 VA)
  - 4. INVERTER (10000 VA)
  - 5. BATTERY BANK (10000 VA)

- ELECTRICAL NOTES**
1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL CODES.
  2. THE ELECTRICAL SYSTEM SHALL BE DESIGNED TO PROVIDE A MINIMUM OF 100 AMPERES PER OUTLET.
  3. ALL ELECTRICAL PANELS SHALL BE INSTALLED IN ACCORDANCE WITH THE NEC AND ALL LOCAL CODES.
  4. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NEC AND ALL LOCAL CODES.
  5. ALL ELECTRICAL WORK SHALL BE DONE BY A LICENSED ELECTRICIAN.
  6. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEC AND ALL LOCAL CODES.
  7. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEC AND ALL LOCAL CODES.
  8. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEC AND ALL LOCAL CODES.
  9. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEC AND ALL LOCAL CODES.
  10. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEC AND ALL LOCAL CODES.

**240V LOAD CALCULATION**

TYPE LOAD	VA
RESIDENTIAL UNIT	2400
COMMERCIAL UNIT	2400
TOTAL	4800

ALL EXPANDED CONDUIT SHALL BE 1/2" DIA.

