

OWNER Site I.D.: Coconut Creek Government Center
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D.: MI60XC004-A

EXHIBIT "C"

**LEASE AGREEMENT
BETWEEN
THE CITY OF COCONUT CREEK, FLORIDA
AND
Sprint Spectrum L.P.
CONTRACT TERMS**

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this the Effective Date August 12, 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

Sprint Spectrum L.P.
A Delaware limited partnership
Mallstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650
(Hereinafter referred to as "TENANT")

WHEREAS, CITY is the owner of certain real property and a telecommunications tower ("Property" and/or "Tower") located on 4800 West Copans Road, Coconut Creek, FL 33063 and commonly known as the City of Coconut Creek Government 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, TENANT desires to lease space on the Tower together with 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, 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 240 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 installing, maintaining and operating a communications facility and uses incidental thereto, consisting of radio frequency antennas, as indicated on the attached Exhibit "D", 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, may modify its antenna support structure 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 future co-locators shall provide to the CITY an intermodulation Study to evaluate prior to authorization to install. All antennas shall be placed at an elevation as to provide the most effective use and with such approval not unreasonably withheld; provided, however, the CITY's or other antennas shall not interfere with TENANT's operations on the Property.
- B) TENANT shall supply at the time of execution of this 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 years' 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 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.
- 2.10 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 ("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.

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 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 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 (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: 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 effect 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 property manager, Cityscape Consultants, Inc., 7040 W. Palmetto Park Road, Suite 4, PMB 652, Boca Raton, Florida 33433, as rent Thirty-two Thousand 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 Capital Contribution: In consideration of The City providing access and the ability to connect to an emergency power supply, TENANT will pay a one time access and connection charge of \$20,000. This charge is for generator access and the ability to hook up. TENANT must perform the electrical connections and provide the necessary hardware to accomplish the task. This activity will be completed in coordination with the City Public Works Department.

- 6.03 TENANT shall pay all applicable sales taxes, real estate taxes assessed against TENANT's property, utility charges, cost of maintenance, and all other charges and expenses associated with the TENANT's use of the Property and the Tower.

Section 7. TERMINATION

- 7.01 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 (3rd) 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 building is not intended to remain upon termination. CITY shall have ninety (90) calendar days from the effective date of termination in which to exercise this option.
- 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 common law of Florida Statutes 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 from 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 OPERATIONS OF TENANT UNDER THE AGREEMENT.

9.04 Any contractor or subcontractors who perform work on behalf of TENANT shall maintain at least the same insurance coverage's as TENANT is required to maintain under this Lease.

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 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.

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- 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 rights 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 Agreement, 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.

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TENANT Site I.D.: M180XC004-A

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:

Sprint Contracts and Performance
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a copy to:

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

Sprint Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

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 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 Property 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.
- 17.06 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 17.06, it will telephonically notify TENANT thereof as soon as practicable under the circumstances.
- 17.07 Whereas, TENANT desires to include equipment, as indicated on the attached Exhibit "D", to transmit and receive on radio frequencies in both the 800 MHz band and 1,900 MHz band, and whereas TENANT desires to operate both EMSR and PCS services from the same one hundred ten (110) foot aperture of the Tower, and whereas TENANT desires to install up to nine (9) antennas and nine (9) feedlines on the Tower, TENANT agrees to make certain modifications to the Tower, as described in the Sprint Structural Analysis attached as Exhibit "E" to this Agreement. CITY agrees that up to nine (9) antennas and up to nine (9) feedlines may be installed on the Tower prior to such modifications, but all modifications SHALL be completed prior to the TENANT's facilities being made operational.

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.

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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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TENANT Site I.D.: M160XC004-A

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 Shuei
City Clerk

James Waldman
Print Name: James Waldman
Title: Mayor

Approved as to form:

Nancy A. Cousins
City Attorney

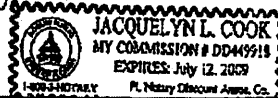
NANCY A. COUSINS

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th 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



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

DD449918 7/12/2009

OWNER Site I.D.: Coconut Creek Government Center
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D.: M160XC004-A

TENANT

Sprint Spectrum L.P., a Delaware limited partnership

Sherry Sukow
Witness
Print: Sherry Sukow

By: David Wong
Print Name: David Wong
Title: Area Manager, Site Development

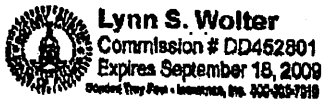
Lynn S. Wolter
Witness
Print: Lynn S. Wolter

STATE OF Florida

COUNTY Broward

The foregoing instrument was acknowledged before me this 21st day of June, 2006.
By David Wong, as Area Manager, Site Development, for Sprint Spectrum L.P., a Delaware limited partnership. He/she is personally known to me or has provided _____ as identification and he/she did/did not take an oath.

Lynn S. Wolter
Notary Public, State of Florida



Lynn S. Wolter
Printed, typed or stamped Name of Notary
My commission number and expiration date:

OWNER Site I.D.: Coconut Creek Government Center
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D.: M160XC004-A

EXHIBIT A

to the Agreement dated August 10, 2006, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Sprint Spectrum L.P., a Delaware limited partnership, as Tenant.

LEGAL DESCRIPTION OF LAND

The Land is described and/or depicted as follows: APN: 48-42-19-08-2220
Tract DD, TARTAN COCONUT CREEK PHASE 1, according to the Plat thereof, as recorded in Plat Book 103, Page 29, of the Public Records of Broward County, Florida.

DESCRIPTION OF PROPERTY

A PARCEL OF LAND BEING A PORTION OF TRACT DD OF TARTAN COCONUT CREEK PHASE I, AS RECORDED IN PLAT BOOK 103, PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT DD;
THENCE ON A PLAT BEARING OF S89°56'36"W ALONG THE SOUTH LINE OF SAID TRACT DD, A DISTANCE OF 395.64 FEET;
THENCE N00°03'24"W A DISTANCE OF 5.80 FEET TO THE POINT OF BEGINNING;
THENCE N45°01'25"W A DISTANCE OF 25.00 FEET;
THENCE N44°58'35"E A DISTANCE OF 15.00 FEET;
THENCE S45°01'25"E A DISTANCE OF 25.00 FEET;
THENCE S44°58'35"W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA CONTAINING 375.0 SQUARE FEET MORE OR LESS.

DESCRIPTION OF ACCESS & UTILITIES EASEMENT

A PARCEL OF LAND BEING A PORTION OF TRACT DD AND THE VACATED 80 FOOT WATERWAY OF TARTAN COCONUT CREEK PHASE I, AS RECORDED IN PLAT BOOK 103, PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALSO BEING A PORTION OF TRACT 42 OF TARTAN COCONUT CREEK PHASE III, AS RECORDED IN PLAT BOOK 116, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT DD;
THENCE ON A PLAT BEARING OF S89°56'36"W ALONG THE SOUTH LINE OF SAID TRACT DD, A DISTANCE OF 368.64 FEET TO THE POINT OF BEGINNING;
THENCE S45°01'25"E A DISTANCE OF 162.34 FEET;
THENCE S45°02'36"W A DISTANCE OF 219.74 FEET;
THENCE S39°02'44"E A DISTANCE OF 173.73 FEET TO THE NORTH
RIGHT-OF-WAY LINE OF N.W. 22ND STREET;
THENCE S89°56'36"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 25.73 FEET;
THENCE N39°02'44"W A DISTANCE OF 175.58 FEET
THENCE N45°02'36"E A DISTANCE OF 217.75 FEET;
THENCE N45°01'25"W A DISTANCE OF 165.50 FEET;
THENCE N44°58'35"E A DISTANCE OF 20.00 FEET;
THENCE S45°01'25"E A DISTANCE OF 23.19 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA CONTAINING 11378.3 SQUARE FEET MORE OR LESS.

OWNER Site I.D.: Coconut Creek Government Center
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D.: M160XC004-A

EXHIBIT B

to the Agreement dated August 10, 2006, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Sprint Spectrum L.P., a Delaware limited partnership, as Tenant.

DESCRIPTION OF PROPERTY

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

OWNER Site I.D.: Coconut Creek Government Center
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D.: M160XC004-A

EXHIBIT C

to the Agreement dated August 10, 2006, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Sprint Spectrum L.P., a Delaware limited partnership, as Tenant.

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

Sprint Contracts and Performance
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

**MEMORANDUM OF AGREEMENT
FL4628A / Copans & Lyons
APN: 48-42-19-08-2220**

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 Sprint Spectrum L.P., a Delaware limited partnership, with an office at Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway Overland Park, Kansas 66251-2650 (hereinafter referred to as "Sprint" or "Tenant").

1. Owner and Sprint entered into a Lease Agreement ("Agreement") dated as of _____, 2006, effective upon full execution of the parties ("Effective Date") for the purpose of Nextel 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 Sprint'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 two (2) 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:

Sprint Spectrum L.P., a Delaware limited partnership

By:

EXHIBIT ONLY - DO NOT EXECUTE

Name: David Wong

Title: Area Manager, Site Development

Date: _____

OWNER Site I.D.: Coconut Creek Government Center
SITE MANAGEMENT I.D.: CLFCOC20-2
TENANT Site I.D.: M160XC004-A

STATE OF _____

COUNTY OF _____

On _____, 2006, before me, _____,
Notary Public, personally appeared James Walman, 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 David Wong, Area Manager, Site Development, for Sprint Spectrum L.P., a Delaware limited partnership, 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.: Coconut Creek Government Center
SITE MANAGEMENT I.D.: CLFCOC20-2
TENANT Site I.D.: M160XC004-A

**MEMORANDUM OF AGREEMENT
EXHIBIT A
LEGAL 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 Sprint Spectrum L.P., a Delaware limited partnership, as Tenant.

The Land is described and/or depicted as follows: APN: 48-42-19-08-2220
Tract DD, TARTAN COCONUT CREEK PHASE 1, according to the Plat thereof, as recorded in Plat Book 103, Page 29, of the Public Records of Broward County, Florida.

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THENCE N44°58'35"E A DISTANCE OF 15.00 FEET;
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DESCRIPTION OF ACCESS & UTILITIES EASEMENT

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SAID PARCEL OF LAND SITUATE WITHIN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA CONTAINING 11378.3 SQUARE FEET MORE OR LESS.

OWNER Site I.D.: Coconut Creek Government Center
SITE MANAGEMENT I.D.: CLFCOC20-2
TENANT Site I.D.: M160XC004-A

EXHIBIT D

to the Agreement dated August 10, 2006, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Sprint Spectrum LP., a Delaware limited partnership, as Tenant.

LEGAL DESCRIPTION AND SKETCH OF PROPERTY (ATTACH)

EQUIPMENT

Antennas: Nine (9)

Equipment Manufacturer: EMS

Model: RR65-16-02DP

Cable: Andrew 1 5/8 Inch

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

Transmit frequencies: 851-869MHz & 935-940MHz & 1990-1995MHz

Receive frequencies: 806-824MHz & 896-901MHz & 1910-1915MHz

EXHIBIT E
 Sprint Structural Analysis

ANALYSIS RESULTS

The following table summarizes analysis results for the tower.

Table 3 - Tower Component Stresses vs. Capacity

Section No.	Component	Elevation (ft. AGL)	Comb. Stress Ratio	Allow. Stress Ratio	Percent Capacity Used
L1	Monopole	125-96	0.575	1.000	57.5
L2	Monopole	96-48	0.721	1.000	72.1
L3	Monopole	48-0	0.761	1.000	76.1
	Base plate	N/A	1.731	1.000	173.1

Results indicate that the tower superstructure would not be sufficient to support the proposed loading, subject to the assumptions noted. Base plate modifications would be required to allow the tower to support the proposed loads.

The following table compares the original design foundation loads from the EEI report with the foundation loads from our analysis of the structure with the proposed loading using ERT Tower.

Table 4 - Foundation Loading Comparison

Source	Shear kips	Axial kips	Moment ft.kips
Foundation Loading (Design Loads)	27.9	21.4	2,236
Foundation Loading (Proposed Loads)	24.3	21.7	1,933
Percent Change	-12.9%	+1.4%	-13.6%

This comparison indicates that the shear and moment reactions in the foundation as a result of the proposed loads would be lower than the original design reactions, and the axial load would be only slightly higher. In our opinion, these changes would have a negligible effect on the structural performance of the tower foundation. Therefore, assuming that the existing foundation is sufficient to support the original design loads, it is our opinion that the existing foundation would be sufficient to support the proposed loads.

RECOMMENDED MODIFICATIONS

Our analysis indicates that the existing tower structure would not be sufficient to support the proposed loading subject to the assumptions noted. In order to enable the tower to support the proposed loading, we recommend that welded steel stiffener plates be added to the base plate.

RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:
Sprint Contracts and Performance
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

MEMORANDUM OF AGREEMENT
FL4628A / Copans & Lyons
APN: 48-42-19-08-2220

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1. Owner and Sprint entered into a Lease Agreement ("Agreement") dated as of August 10, 2006, effective upon full execution of the parties ("Effective Date") for the purpose of Nextel 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 Sprint's tenancy under the Agreement is for ten (10) years commencing on August 10, 2006, ("Commencement Date"), and terminating on the tenth anniversary of the Commencement Date with two (2) successive five (5) year options to renew.

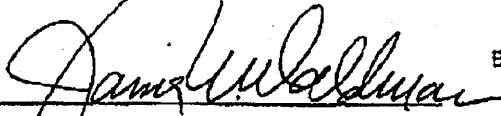
3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Property") are set forth in the Agreement.

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:



Name: James Waldman

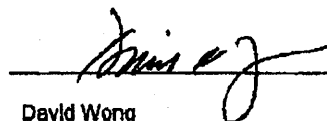
Title: Mayor

Date: August 10, 2006

TENANT:

Sprint Spectrum L.P., a Delaware limited partnership

By:



Name: David Wong

Title: Area Manager, Site Development

Date: 8/10/06

STATE OF Florida

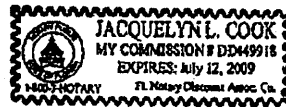
COUNTY OF Broward

On August 10th, 2006, before me, Jacquelyn Cook, Notary Public, personally appeared James Walman, 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.

Jacquelyn L Cook (SEAL)
Notary Public

My commission expires: 7/12/2009



STATE OF Florida

COUNTY OF Broward

On June 21, 2006, before me, Lynn S. Wolter, Notary Public, personally appeared David Wong, Area Manager, Site Development, for Sprint Spectrum L.P., a Delaware limited partnership, 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.

Lynn S. Wolter (SEAL)
Notary Public

My commission expires: 9/18/09



Lynn S. Wolter
Commission # DD452801
Expires September 18, 2009
Dorland Troy Firm - Insurance, Inc. 609-9487019

**MEMORANDUM OF AGREEMENT
EXHIBIT A
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