

ORDINANCE NO. 2016-005

AN ORDINANCE OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF COCONUT CREEK AND VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS COMMUNICATIONS ("VERIZON") WHICH PROVIDES FOR THE LEASING OF CITY LAND FOR A COMMUNICATIONS TOWER AND RELATED EQUIPMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Verizon Wireless Personal Communications LP d/b/a Verizon Wireless ("Verizon") has applied to lease a portion of City-owned land from the City of Coconut Creek ("City") for the purpose of constructing and maintaining equipment on an existing communications tower located at 5555 Regency Lakes Boulevard ("Lakeside Park"); and

WHEREAS, the City Commission of the City of Coconut Creek, Florida, finds and determines it to be in the best interests of the citizens of the City to enter into such Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and hereby approves that certain Agreement executed by Verizon on December 17, 2015 attached hereto and made a part hereof as Exhibit "A" by and between the City and Verizon, providing for the lease of City-owned land and space on an existing tower for the purpose of constructing and maintaining a communications facility and hereby authorizes the Mayor to execute said Agreement on behalf of the City. A legal description of the property hereby leased is attached hereto and made a part hereof as Exhibit "B."

Section 2: That the initial term of the Agreement is for a period of ten (10) years from the date of execution with two (2) automatic five (5) year renewals (unless Verizon advises the City of its intent not to renew at least six (6) months prior to the end of the then current term). The Agreement provides for a rent payment of Thirty Nine Thousand Nine Hundred Dollars (\$39,900.00) per year with annual increases in the amount of 3 percent.

Section 3: That a copy of this Ordinance, along with Exhibit "B," the legal description of the land hereby leased, is to be recorded in the public records of Broward County, Florida. Exhibit "A," which is the Agreement attached to this Ordinance is not to be recorded.

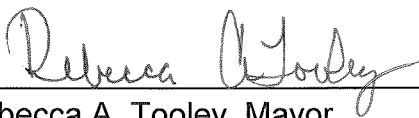
Section 4: Conflicts. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5: Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part hereof other than the part declared invalid.

Section 6: Effective Date. That this Ordinance shall become effective immediately upon its passage on second and final reading.

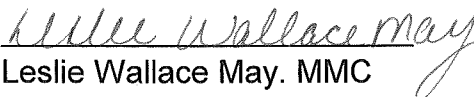
PASSED FIRST READING THIS 14th DAY OF January, 2016.

PASSED SECOND READING THIS 11th DAY OF February, 2016.



Rebecca A. Tooley, Mayor

Attest:



Leslie Wallace May, MMC
City Clerk

	1 st	2 nd
Tooley	<u>Aye</u>	<u>Aye</u>
Belvedere	<u>Aye</u>	<u>Aye</u>
Sarbone	<u>Aye</u>	<u>Aye</u>
Welch	<u>Aye</u>	<u>Aye</u>
Rydell	<u>Absent</u>	<u>Aye</u>

**LEASE AGREEMENT
BETWEEN
THE CITY OF COCONUT CREEK, FLORIDA
AND
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS
CONTRACT TERMS**

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this 16th day of FEBRUARY 2016 (the "Effective Date"), hereof by and between:

CITY OF COCONUT CREEK
A municipal corporation
4800 West Copans Road
Coconut Creek, FL 33063
(Hereinafter referred to as "CITY")

AND

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
d/b/a Verizon Wireless
One Verizon Way
Mail Stop 4AW100
Basking Ridge, New Jersey 07920
(Hereinafter referred to as "TENANT")

WHEREAS, CITY is the owner of certain real property and a telecommunications tower ("Tower") located at 5555 Regency Lakes Boulevard, Coconut Creek, FL 33073 and commonly known as Regency Lakeside Park, in the City of Coconut Creek, Broward County, Florida (hereinafter referred to as the "Land" and more particularly described in Exhibit "A" attached hereto); 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, the CITY Commission concurs with the recommendation of staff and deems it in the best interest of the City of Coconut Creek to lease a portion of said real property to TENANT; and

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

NOW THEREFORE, IN CONSIDERATION OF good and valuable consideration paid by TENANT to CITY, as well as the mutual covenants hereinafter exchanged, the parties agree as follows:

Section 1. PROPERTY TO BE LEASED

- 1.01 CITY shall lease to TENANT a fifteen foot by twenty foot (15' x 20') parcel of real property situated in Coconut Creek, Broward County, Florida (hereinafter referred to as the "Premises" and more particularly described in Exhibit "B" attached hereto), together with the non-exclusive right for (A) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and (B) installation and maintenance of utility wires, cables, conduits and pipes, over, under, or along a right-of-way extending from the nearest public right-of-way, NW 63rd Road, to the Premises (such right of way for access and utilities is described and depicted in Exhibit "B" attached hereto), together with any further rights of way over and through the Land between the Premises and the Tenant's space on the Tower for the installation, operation and maintenance of utility

wires, poles, cables, conduits, and pipes. The Premises and all of the foregoing rights-of-way are hereinafter collectively referred to as the "Property".

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

Section 2. DUTIES AND RESPONSIBILITIES OF TENANT

- 2.01 TENANT shall use the Tower Space for the purpose of installing, maintaining and operating the antennas and appurtenances described in Exhibit "D" attached hereto. TENANT's antennas shall be installed on the Tower at an approximate height of eighty five feet (85') AGL. After initial installation of the antennas and appurtenances described in Exhibit "D" TENANT must obtain the prior consent of CITY (which consent shall not be unreasonably withheld, delayed or conditioned) before adding new antennas within the Tower Space. Notwithstanding the foregoing, in the event TENANT desires to replace existing antennas or appurtenances within the Tower Space with similar and comparable antennas and appurtenances, CITY agrees not to withhold its consent provided (a) said replacement does not increase tower loading of the Tower, and (b) TENANT provides to CITY an intermodulation study to show that installation of said replacement antennas will not violate the interference provisions of this Section 2.
- 2.02 TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of an equipment shelter, such telecommunications equipment as needed to meet TENANT's telecommunications needs and all necessary connecting appurtenances. TENANT's current and anticipated future needs are shown on the site plan attached hereto as Exhibit "B." Although TENANT may not initially install all of the telecommunications equipment and appurtenances shown on said site plan, TENANT shall have the right to make all such installations and to replace, repair or otherwise modify its telecommunications equipment and appurtenances or any portion thereof installed within the Property without prior approval from the CITY; provided however, TENANT shall not have the right to make any installations outside the boundaries of the Property without obtaining the CITY's prior written consent.
- 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 applicable requirements imposed by ordinances of the CITY.
- 2.05 A) The CITY reserves the right to, at any time during this Agreement, 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 the CITY's approval not unreasonably withheld. Notwithstanding anything in this Agreement to the contrary, any antennas installed by the CITY or other co-locators shall not interfere with TENANT's operations on the Property.
- B) TENANT shall supply at the time of execution of this Agreement all specific transmit and receive frequencies assigned by the Federal Communications Commission ("FCC") to TENANT for use on the Property and the Tower, which frequencies are disclosed on Exhibit

"D" hereto. Notwithstanding the designation of frequencies per this paragraph, TENANT shall have the right to change and/or add to the frequencies it transmits and receives from the Property and the Tower provided (i) TENANT provides CITY with at least thirty (30) days prior written notice, (ii) the use of such frequencies does not result in violation of the interference provisions of Section 2 of this Agreement and (iii) TENANT is licensed by the FCC to use such frequencies.

- 2.06 TENANT shall furnish electric service for the operation of TENANT's telecommunications equipment in the Property. 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 shall be responsible for making any necessary returns for and paying any and all personal property taxes separately levied or assessed against its improvements on the Property. TENANT shall reimburse CITY, as additional rent, for TENANT's proportionate share of any increase in real estate taxes levied against the Land in excess of the taxes due for the previous years' real estate taxes on the Land, provided CITY demonstrates that such increase arises from TENANT's improvements and/or TENANT's use of the Property. TENANT shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which TENANT is wholly or partly responsible for payment under this Agreement. CITY shall reasonably cooperate with TENANT in filing any appeal or challenge to real estate taxes.
- 2.09 Upon the expiration or earlier termination of this Agreement, TENANT shall, within ninety (90) days, remove its personal property and fixtures and restore the Property to its original condition, reasonable wear and tear and acts beyond TENANT's control 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 existing monthly rate or on the existing monthly prorated basis, if based upon a longer payment term, until such time as the removal of personal property and fixtures is completed.
- 2.10 TENANT shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within thirty (30) days following receipt of notice from the CITY of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which CITY permits TENANT to perform on the Property shall be deemed to be for the use and benefit of CITY by reason of its consent to such work. CITY shall have the right to post notices that it is not responsible for payment for any such work.
- 2.11 TENANT acknowledges that it is a priority for the CITY to accommodate collocation and/or combining wherever and whenever possible. From time to time, CITY may grant to itself and to other entities the right to operate wireless communications facilities at the Tower and/or the right to install antennas in connection with the operation of such facilities or other communications facilities and TENANT will not object to such facilities: provided, however that CITY shall not allow the operation of such future facilities and antennas by the CITY or any other tenants to interfere with the operation of TENANT's antennas and equipment as it exists at the time of such other tenant's installation or as it may be modified at any time during the term of this Agreement, as the same may be extended. If any such interference occurs, CITY agrees to eliminate or cause the elimination of such interference with

TENANT's operations within a reasonable time after receipt of TENANT's notice of such interference and, if necessary, to cause the interfering party to cease its operations. If such interference continues for more than thirty (30) days after TENANT's notice to CITY with respect to such interference, then TENANT shall have the right, in addition to its right to pursue any or all other remedies available to it at law or in equity, to immediately terminate this Agreement by giving written notice to CITY of such termination.

- 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"), FCC or any other applicable 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 at Tenant's expense. In no event, however, shall TENANT be responsible for the installation or maintenance of any lighting or markings required by the operations of the CITY, or any other tenant in the Tower. CITY will permit TENANT access to all portions of the Tower that TENANT may need in order to check and replace such required or recommended lighting or markings.
- 2.13 TENANT acknowledges and agrees that the TENANT'S equipment installations shall be located alongside other existing wireless providers' equipment on the Tower and TENANT shall cooperate with other tenants on the Tower in coordination of TENANT'S installation.
- 2.14 TENANT shall place around the perimeter of the Premises a security fence which meets the approval and requirements of the CITY.

Section 3. DUTIES AND RESPONSIBILITIES OF CITY

- 3.01 CITY shall cooperate with TENANT in its effort to obtain certificates, permits and other approvals that may be required by any federal, state or county authorities.
- 3.02 CITY shall grant TENANT the right to survey the Property in order to meet requirements to submit the applications for permits.
- 3.03 CITY shall cooperate with TENANT in its effort to obtain utility services over, under, or along a right-of-way extending from the nearest public right-of-way, NW 63rd Road, to the Premises (such right of way is described and depicted in Exhibit "B" attached hereto), including signing such documents of easements as may be required by any public utility. If any public utility is unable to use the aforementioned right-of-way, the CITY hereby agrees to grant an additional right-of-way(s) either to the TENANT or to the public utility.
- 3.04 CITY shall maintain the Tower in compliance with all applicable federal, state and local laws, rules, regulations and codes, including any FAA and/or FCC regulations relating to tower marking and lighting if applicable.

Section 4. ACKNOWLEDGEMENT

- 4.01 CITY and TENANT acknowledge that TENANT's ability to use the Property and Tower Space 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 and Tower for their intended purpose, TENANT shall have the right to terminate this Agreement by providing a six (6) month written notice prior to the effective termination date.

- 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 (a) 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 (b) 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 and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of the Agreement.
- 4.03 CITY covenants that CITY has good and sufficient title and interest to the Land and has full authority to enter into and execute this Agreement. CITY further covenants that there are no other liens, judgments or impediments of title on the Land.
- 4.04 TENANT covenants that the person or persons executing this Agreement on behalf of TENANT has the full right, power and authority to enter into and execute this Agreement on TENANT's behalf.

Section 5. TERM OF AGREEMENT

- 5.01 Term: The initial term of this Agreement shall be ten (10) years commencing upon the first day of the month immediately following the date that is one hundred twenty (120) days after full execution of this Agreement ("Commencement Date") and terminating on the day immediately preceding the tenth (10th) anniversary of the Commencement Date (the "Term") unless otherwise terminated pursuant to the terms of this Agreement. TENANT shall have the right to extend the Term for two (2) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein.
- 5.02 Renewals: The Renewal Terms shall automatically occur unless TENANT gives written notice to the CITY of its intention not to extend this Agreement at least six (6) months prior to the end of the current term.
- 5.03 If, at the end of the last Renewal Term, this Agreement has not been terminated by either party giving to the other party written notice of its intention to terminate at least six (6) months prior to the end of the last Renewal Term, this Agreement shall remain in force and effect upon the same covenants, terms and conditions. This Agreement shall renew for annual terms thereafter on the same financial terms, including annual increases, unless terminated by either party by giving the other party written notice of its intention to terminate at least six (6) months prior to the end of such term.

Section 6. CONSIDERATION

- 6.01 Rent: Within thirty (30) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay as rent Thirty Nine Thousand Nine Hundred and XX/100 Dollars (\$39,900.00) per year payable in equal monthly installments ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to CityScape Consultants, Inc., the City's Tower Manager, at the address specified in Section 16 herein or to such other person, firm or place as CITY

may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section 16 below. The rent thereafter shall be increased annually on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the annual rent in effect for the previous twelve (12) months.

- 6.02 TENANT shall pay all applicable sales taxes (except to the extent that TENANT is or may become exempt from the payment of sales tax in the jurisdiction in which the Land is located), real estate taxes directly assessed against TENANT's property, utility charges, cost of maintenance, and all other charges and expenses associated with the TENANT's use of the Property and the Tower.
- 6.03 Rental Documentation: CITY hereby agrees to provide to TENANT certain documentation (the "Rental Documentation") evidencing CITY's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to TENANT in TENANT's reasonable discretion, evidencing CITY's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, and such complete and fully executed state and local withholding forms as are reasonably requested by TENANT, for any party to whom rental payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from TENANT, CITY agrees to provide updated Rental Documentation in a form reasonably acceptable to TENANT. The Rental Documentation shall be provided to TENANT in accordance with the provisions of and at the address given in Section 16 below. The Parties agree and acknowledge that TENANT shall be responsible for the monthly rental payments due under this Agreement commencing on the Commencement Date and for each month thereafter throughout the term of this Agreement (except as otherwise provided herein), but that TENANT will be unable to process any rental payments until the Rental Documentation has been supplied to TENANT as provided herein. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of CITY shall provide to TENANT Rental Documentation in the manner set forth in this paragraph.

Section 7. TERMINATION

- 7.01 Prior to the end of each term of this Agreement, TENANT may terminate this Agreement by providing written notice to the CITY, pursuant to Section 16, at least six (6) months prior to the end of the current term.
- 7.02 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 of such default from CITY. This Agreement shall not be terminated if such default is of a nature that it cannot be cured in forty-five (45) calendar days and TENANT is diligently proceeding to cure such defect.
- 7.03 As set forth in Section 5.03, either party may terminate this Agreement at the end of the last Renewal Term (i.e., after a period of twenty (20) years) provided said party gives the other party written notice at least six (6) months prior to the end of the last Renewal Term.
- 7.04 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.
- 7.05 Upon termination, TENANT shall offer CITY first option to purchase certain remaining improvements located on the Property for the agreed upon sum of One Hundred and XX/100 Dollars (\$100.00). The parties acknowledge that TENANT's equipment shelter(s) is

not intended to remain upon termination. CITY shall have sixty (60) calendar days from the effective date of termination in which to exercise this option. Notwithstanding the foregoing, under no circumstances does CITY have the right to purchase any of TENANT's equipment.

- 7.06 TENANT shall have a reasonable time, not to exceed fifteen (15) days from receipt of notice from the CITY to the TENANT, to correct any safety hazard in violation of federal, state, county or local law or ordinance that exists on the Property after receipt of notice from any appropriate CITY official or designee. Failure to comply with this provision may result in the termination of this Agreement, however, the CITY may extend the time period if the TENANT is making good faith efforts, to the CITY's reasonable satisfaction, to correct said hazard.
- 7.07 In the event TENANT determines that the Property and the Tower are no longer technically compatible for its intended use, TENANT shall have the right to terminate this Agreement by providing at least six (6) months' written notice to the CITY together with a termination fee in a sum equal to two (2) years' Rent then payable pursuant to the Agreement.

Section 8. INDEMNIFICATION

- 8.01 TENANT agrees to indemnify, save and hold harmless from and defend CITY and its 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 the foregoing, TENANT shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, reasonable attorney fees, paralegal fees, and costs to defend all suits. 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 the extent any claims arise from an act of negligence or intentional misconduct of the indemnified party.
- 8.02 To the extent permitted by law, the CITY agrees to hold TENANT, its officers, agents and employees, harmless and indemnify for liability arising out, of the use or occupancy of the Land by CITY pursuant to this Agreement. Pursuant to its liability, CITY shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, attorney fees, paralegal fees, and costs to defend all suits. This indemnity shall not apply to the extent any claims arise from an act of negligence or intentional misconduct of the indemnified party. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under Section 768.28, Fla. Stat. as amended from time to time.

Section 9. INSURANCE

- 9.01 CITY and TENANT shall each procure and maintain commercial general liability insurance covering bodily injury and property damage with a combined single limit of at least One Million and XX/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of the insuring party and its employees and agents arising out of or in connection with its use of the Property and/or the Tower, all as provided for herein.
- 9.02 CITY, upon execution of this Agreement by TENANT, requires a Certificate of Insurance from a Florida qualified insurance carrier, including CITY as an additional insured as their interests may appear under TENANT's commercial general liability insurance policy. Upon

receipt of notice of cancellation from its insurer Verizon shall provide City with thirty (30) day notice of such cancellation.

- 9.03 CITY and TENANT each hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Land, the Property, the Tower or to any property contained thereon, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them.
- 9.04 Any contractor or subcontractors who perform work on behalf of TENANT shall maintain at least substantially the same insurance coverages with substantially the same limits as that required of TENANT is required to maintain under this Agreement.
- 9.05 Violation of the terms of Section 9 and its sub-parts shall constitute a breach of the Agreement and CITY, at its sole discretion, may terminate the Agreement.

Section 10. ASSIGNMENT

- 10.01 This Agreement may be sold, assigned or transferred by TENANT without any approval or consent of CITY to TENANT's principal(s), affiliates, or any subsidiary of TENANT, its principal(s) or affiliates, or to any FCC licensed wireless provider entity which acquires all or substantially all of TENANT'S assets in the market defined by the FCC in which the Land is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of CITY, which such consent will not be unreasonably withheld, delayed or conditioned. Notwithstanding any such assignment, subletting or transfer by TENANT. TENANT agrees that it shall remain liable for all monetary and non-monetary obligations under this Agreement. Except as provided herein, TENANT shall not assign, transfer or sublet any of its rights or obligations under this Agreement to any third parties without the express written consent of CITY.
- 10.02 The CITY may assign some or all of its responsibilities under this Agreement to a tower management company, including the right to administer this Agreement, collect rent, ensure compliance with applicable federal and state laws, and other administrative details, without consent of TENANT.

Section 11. COMPLIANCE WITH LAWS

- 11.01 TENANT shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, CITY and any other public authority which may be applicable.

Section 12. GOVERNING LAW: VENUE

- 12.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.
- 12.02 Venue shall be in Broward County, Florida or in any federal court having jurisdiction over Broward County, Florida.

Section 13. INSOLVENCY

- 13.01 In the event that either party shall be adjudicated insolvent, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become

subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation and such proceeding is not discharged or vacated within one hundred twenty (120) calendar days after the filing thereof, then, at the option of the other party or immediately upon written notice, this Agreement shall terminate and be of no further force and affect. Notwithstanding the foregoing, TENANT shall not be in breach of this paragraph so long as TENANT is not in default of its rental obligation under this Agreement.

Section 14. **ENTIRE AGREEMENT**

- 14.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties, whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election, but the same shall continue and remain in full force and effect.

Section 15. **SEVERABILITY**

- 15.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 16. **NOTICES**

- 16.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, to the persons and addresses as shown below.

As to CITY:

City's Tower Manager:
CityScape Consultants, Inc.
7050 W Palmetto Park Rd. #15-652
Boca Raton, FL 33433
Attention: Contract Administrator

As to TENANT:

Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

With copy to:

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

Section 17. **OTHER PROVISIONS**

- 17.01 Should the CITY, at any time during the term of this Agreement, decide to sell all or part of the Land to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT's rights hereunder, and any sale by the CITY of the portion of the

Land underlying the right-of-way herein granted shall be under and subject to the right of the TENANT in and to such right-of-way.

- 17.02 If anyone party to this Agreement obtains a judgment against the other party by reason of breach of this Agreement, the prevailing party shall be entitled to all actual expenses incurred in connection therewith, including reasonable attorney's fees and costs, including paralegal costs, at both the trial and appellate levels.
- 17.03 CITY agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of TENANT shall remain the personal property of TENANT, and TENANT shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable law. CITY waives any lien rights it may have concerning TENANT's property.
- 17.04 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 except to the extent such damage results from the negligence or willful misconduct of CITY. If CITY takes any actions authorized by this Section 17.04, it will telephonically notify TENANT's National Operations Center thereof by calling (800) 264-6620 as soon as practicable under the circumstances.

Section 18. RECORDATION

- 18.01 CITY and TENANT agree that a Memorandum of Agreement in the form annexed hereto as Exhibit "C" shall be recorded in the Public Records of Broward County, Florida upon execution of this Agreement. The cost for recordation shall be paid by the TENANT.

Section 19. DESTRUCTION OR CONDEMNATION

- 19.01 If the Property or the portion of the Land that contains the Tower compound or TENANT's equipment is damaged, destroyed, condemned or transferred in lieu of condemnation, and as a result of such damage, destruction, condemnation or transfer, TENANT reasonably believes that its operations will be interfered with for more than forty-five (45) days, TENANT may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to CITY no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If TENANT chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Property and Tower.

Section 20. ACCESS TO TOWER

- 20.01 CITY agrees that TENANT shall have free access to the Tower at all times for the purpose of installing and maintaining TENANT's equipment. CITY shall furnish TENANT with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of TENANT or CITY or persons under their direct supervision will be permitted to enter said premises.

Section 21. WARRANTY OF QUIET ENJOYMENT

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

Section 22. SUCCESSORS

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

Section 23. SURVIVAL

- 23.01 The provisions of the Agreement relating to indemnification from one party hereto to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

Section 24. CAPTIONS

- 24.01 The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURES ON NEXT PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

OWNER Site I.D.: Regency Lakeside Park
SITE MANAGEMENT I.D.: CFLCOC10-4
TENANT Site I.D.: Coconut Creek Lakeside Park/69405

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

CITY

ATTEST

CITY OF COCONUT CREEK

Leslie Wallace May
Leslie Wallace May, City Clerk

Rebecca A. Tooley
Print Name: Rebecca A. Tooley
Title: Mayor

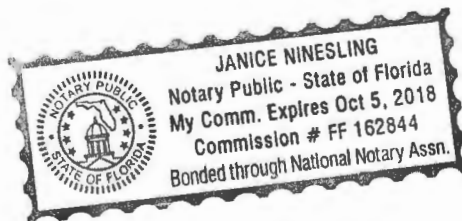
Approved as to form:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of February, 2016 by Rebecca A. Tooley, as Mayor of the CITY OF COCONUT CREEK, a municipal corporation. She is personally known to me or has provided _____ as identification and she did/did not take an oath.



Janice Ninesling
Notary Public, State of Florida


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

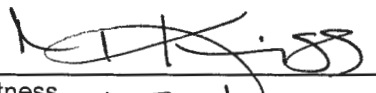
FF 162844
10/05/2018

OWNER Site I.D.: Regency Lakeside Park
SITE MANAGEMENT I.D.:
TENANT Site I.D. : Coconut Creek Lakeside Park/69405

TENANT

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
d/b/a Verizon Wireless


Witness
Print: Kim Schwab


Witness
Print: M. Kiss

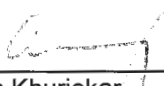
By: 
Print Name: Aparna Khurjekar
Title: Vice President – Field Network
Date: 12/17/15

EXHIBIT A

to the Agreement dated _____, 201_, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, as Tenant.

LEGAL DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Tract "A", "SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence N 89°36'20" E along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence S 00°23'40" E continuing along said South line and said boundary line of Parcel "A", a distance of 30.00 feet; thence N 89°36'20" E continuing along said South line and said boundary line of Parcel "A", a distance of 426.56 feet to the POINT OF BEGINNING; thence continuing N 89°36'20" E along said South line of Tract "A" and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 144.31 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence N 00°24'45" W along said parallel line and along said boundary line of Parcel "A", a distance of 285.03 feet to a point of intersection with the South line of Tract 61, Block 85, "THE PALM BEACH FARMS CO. PLAT NO. 3"; thence N 89°36'21" E along said South line and along said boundary line of Parcel "A", a distance of 254.66 feet; thence S 00°24'54" E, a distance of 99.99 feet; thence N 89°36'21" E, a distance of 438.79 feet to a point of intersection with a curve to the right whose radius point bears S 89°36'21" W; thence Southerly and Westerly along the arc of said curve having a radius of 428.86 feet, a central angle of 76°58'25", an arc distance of 576.15 feet to a point of reverse curvature; thence Westerly and Southerly along the arc of a curve to the left having a radius of 119.14 feet, a central angle of 70°53'51", an arc distance of 147.42 feet to a point of tangency; thence S 05°40'55" W, a distance of 5.58 feet to a point on a curve; thence Westerly along the arc of a curve to the left whose radius point bears S 05°43'25" W, having a radius of 2000.0 feet, a central angle of 06°07'09", an arc distance of 213.60 feet; thence S 89°36'16" W, a distance of 200.00 feet; thence N 00°24'45" W along said parallel line, a distance of 330.41 feet to the POINT OF BEGINNING.

Said lands situate in the City of Coconut Creek, Broward County, Florida.

Containing 357,192 Square Feet / 8.20 Acres, more or less.

Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

OWNER Site I.D.: Regency Lakeside Park
SITE MANAGEMENT I.D. CFLCOC10-4
TENANT Site I.D. : Coconut Creek Lakeside Park/69405

EXHIBIT B

to the Agreement dated _____, 201_, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, as Tenant.

DESCRIPTION OF THE PROPERTY AND DEPICTION OF THE PROPERTY AND TOWER SPACE

The Premises is described as follows:

A parcel of land being a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, and lying in the City of Coconut Creek, Broward County, Florida, said parcel more particularly described as follows:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence North 89°36'20" East along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence South 00°23'40" East continuing along said South line of Tract "A" and said boundary line of Parcel "A", a distance of 30.00 feet; thence North 89°36'20" East continuing along said South line and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 570.87 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence North 00°24'45" West along said parallel line and along a West line of said Parcel "A", a distance of 197.03 feet; thence departing said line, North 89°35'15" East a distance of 15.50 feet to the POINT OF BEGINNING; thence North 00°24'45" West a distance of 20.00 feet; thence North 89°35'15" East a distance of 15.00 feet; thence South 00°24'45" East a distance of 20.00 feet; thence South 89°35'15" West a distance of 15.00 feet to the POINT OF BEGINNING.

Said parcel containing an area of 300 Square Feet.

[Continued on the following page.]

Tenant's access and utility right(s)-of-way is described as follows:

A 25.00 FOOT WIDE INGRESS EGRESS EASEMENT LYING IN PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL "A"; THENCE N89°36'20"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 214.48 FEET; THENCE S51°45'17"E, A DISTANCE OF 577.19 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF "NORTHWEST 63rd ROAD" AS SHOWN ON SAID PLAT AND THE POINT OF BEGINNING; THENCE N00°24'45"W, A DISTANCE OF 40.72 FEET TO A POINT OF CURVATURE; THENCE NORTHEREASTLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 36°14'12", AN ARC DISTANCE OF 23.72 FEET TO A POINT OF TANGENCY; THENCE N35°49'27"E, A DISTANCE OF 9.85 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 36°14'12", AN ARC DISTANCE OF 23.72 FEET TO A POINT OF TANGENCY; THENCE N00°24'45"W, A DISTANCE OF 155.39 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'05", AN ARC DISTANCE OF 58.92 FEET TO A POINT OF TANGENCY; THENCE N89°36'20"E, A DISTANCE OF 69.28 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'05", AN ARC DISTANCE OF 58.92 FEET TO A POINT OF TANGENCY; THENCE N00°24'45"W, A DISTANCE OF 210.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'06", AN ARC DISTANCE OF 58.92 FEET TO THE CURVE'S END AND THE POINT OF TERMINUS.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

[Continued on the following page.]

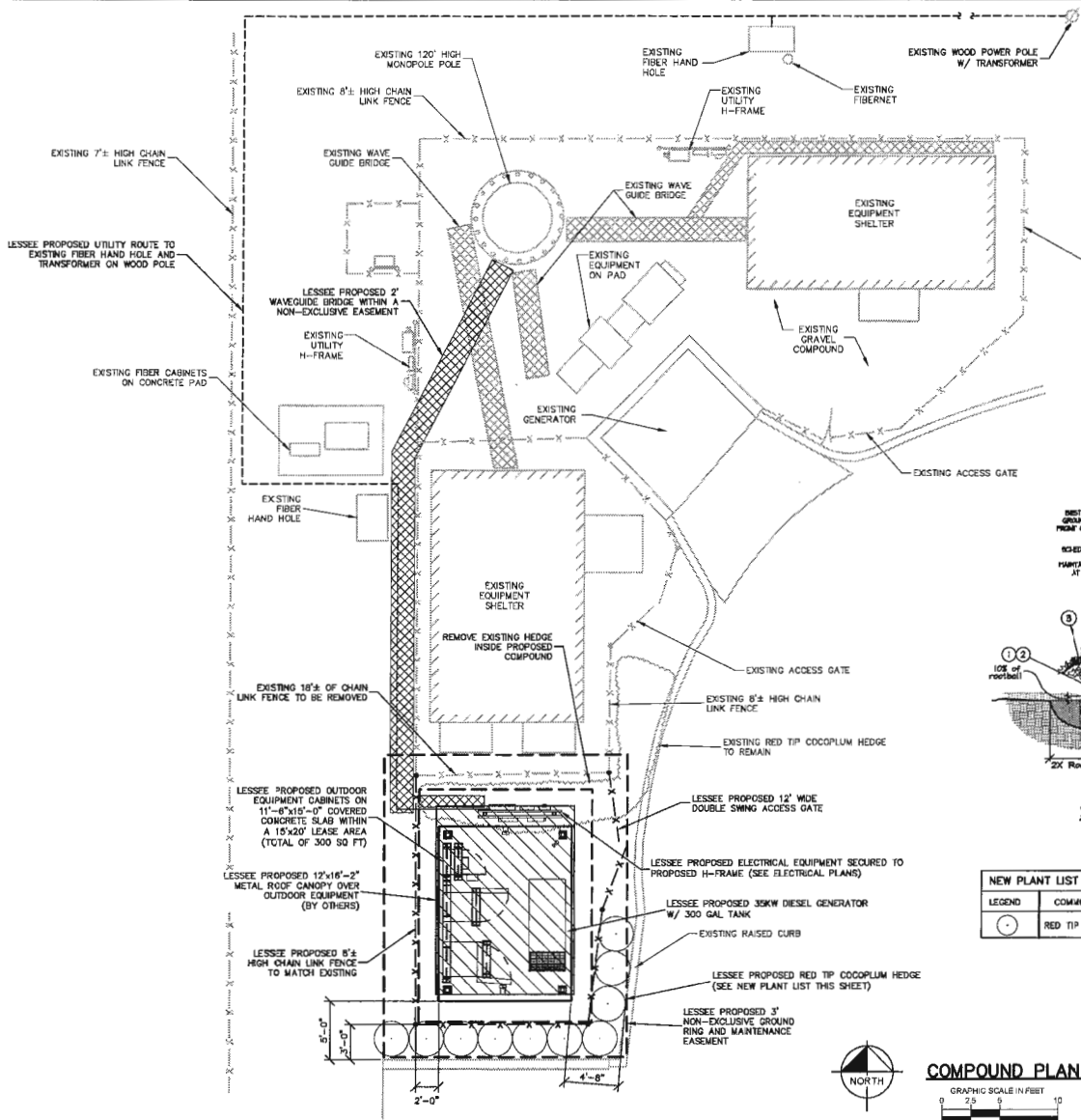
OWNER Site I.D.: Regency Lakeside Park
SITE MANAGEMENT I.D. CFLCOC10-4
TENANT Site I.D. : Coconut Creek Lakeside Park/69405

A 20.00 foot wide strip of land lying in a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, and lying in the City of Coconut Creek, Broward County, Florida, the sidelines of said strip lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence North 89°36'20" East along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence South 51°45'17" East a distance of 577.19 feet to a point on the North right-of-way line of Northwest 63rd Road as shown on said Plat of "REGENCY LAKES AT COCONUT CREEK", said point being the point of beginning of the centerline of a 25 foot wide ingress/egress easement as recorded in Official Records Book 28964, Page 1437, Broward County, Florida Public Records; thence proceed along the centerline of said easement the following courses: North 00°24'45" West a distance of 40.72 feet to the point of curvature (p.c.) of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 36°14'12", a distance of 23.72 feet to the point of tangency (p.t.); thence North 35°49'27" East a distance of 9.85 feet to the p.c. of a curve concave Northwesterly, having a radius of 37.50 feet; thence Northerly along the arc of said curve, through a central angle of 36°14'12", a distance of 23.72 feet to the p.t.; thence North 00°24'45" West a distance of 155.39 feet to the p.c. of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 90°01'05", a distance of 58.92 feet to the p.t.; thence North 89°36'20" East a distance of 69.28 feet to the p.c. of a curve concave Northwesterly, having a radius of 37.50 feet; thence Northeasterly and Northerly along the arc of said curve, through a central angle of 90°01'05", a distance of 58.92 feet to the p.t.; thence North 00°24'45" West a distance of 210.00 feet to the p.c. of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 06°10'49", a distance of 4.04 feet to the POINT OF BEGINNING of the herein described centerline; thence departing the aforesaid centerline of the 25 foot wide ingress/egress easement as recorded in Official Records Book 28964, Page 1437, proceed South 89°35'15" West a distance of 14.21 feet to the POINT OF TERMINATION of the herein described centerline.

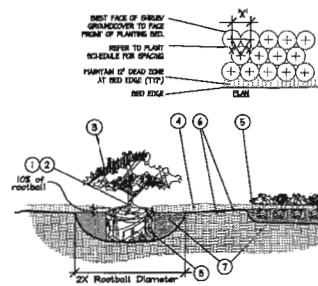
Said strip containing an area of 284.2 Square Feet, more or less.

[See attached three (3) pages for depiction of the Property and Tower Space.]



EMERGENCY PUSH BUTTON NOTE

1. PROPOSED EMERGENCY STOP BUTTON MAINTAINED 50MM RED MUSHROOM PUSH BUTTON, EMERGENCY STOP ENGRAVED, BLACK BEZEL, WITH ONE N.C. CONTACT MODEL EZZ4B2N888 BY EATON OR APPROVED EQUAL IN NEMA 3R HOUSING W/PSD CONTACT RATING DESIGNATION TO BREAK IDENTIFY POWER OF EMERGENCY GENERATOR (VERIFY CONTACT RATING AND EXACT WIRING WITH GEN. MANUF.) SUPPLY AND INSTALL ENGRAVED PLAQUE STATING "VERIZON EMERGENCY STOP"
2. CONSTRUCTION INSTALLATION MAINTENANCE AND OPERATIONAL TESTING OF EPSS SHALL COMPLY THE LATEST ADOPTED EDITION OF NFPA 110.
3. ALL ELECTRICAL WORK SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF NFPA 70 NATIONAL ELECTRICAL CODE



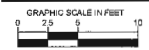
- NOTES:**
1. FIND POINT WHERE TOPMOST ROOT EXITS FROM TRUNK WITHIN 2' OF SURFACE. CLEAR EXCESS SOIL IF NECESSARY.
 2. TOP USE OF SHRUB AND GROUNDCOVER ROOTBALLS TO BE PLANTED ABOVE THE LANDSCAPE GRADE. DO NOT COVER EXPOSED LBS OR SIDES WITH SOIL.
 3. PRUNE ALL LIVE SHUBS WITHIN A PLANTED MASS TO ACHIEVE A UNIFORM MASS/HEIGHT.
 4. 3" MINIMUM BENCH AS SPECIFIED - DO NOT COVER ENTIRE SHUBS ROOTBALL OR CREATE WATER POND. ONLY COVER SIDES OF ROOTBALL WITH BENCH.
 5. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
 6. FINISHED GRADE (SEE GRADING PLANS).
 7. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND-COVERS AND SHRUBS LINED IN MAJORS, ENTIRE BED TO BE IMPROVED WITH PLANTING SOIL MIX AS SPECIFIED.
 8. SHUBS ROOTBALL SIZES AND BOTTOM.

SHRUB/GROUNDCOVER PLANTING

NEW PLANT LIST					
LEGEND	COMMON NAME	BOTANICAL NAME	PLANTING SIZE	SPACING	COUNT
○	RED TIP COCOPLUM	CHRYSOBALANUS ICAGO 'RED TIP'	3'-0" H.	3'-3" O.C.	10



COMPOUND PLAN



1. SITE PLAN BASED ON FIELD OBSERVATIONS

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW
DIAL 811
811
BARRIERS STATE ONE CALL OF FLORIDA, INC.



PROJECT INFORMATION:
CITY OF COCONUT LAKESIDE PARK
SITE No 69405
5555 REGENCY LAKES BLVD.
COCONUT CREEK, FL 33073
BROWARD COUNTY

CURRENT ISSUE DATE:
JUNE 2015

ISSUED FOR:
CONSTRUCTION DRAWINGS

REV.	DATE	DESCRIPTION

SEAL:

PLANS PREPARED BY:
Kimley»Horn
© 2015 KIMLEY-HORN AND ASSOCIATES, INC.
1920 MEKHYA WAY
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
PDR CAD000088

PROJECT DATA:

DRAWN BY: CHK: RHO ARS MM

LICENSURE:
KEVIN K. MARAH PE 71455
ARNOLDO A. ARTILES PE 70645
MARIA V. MARTIN PE 72357

SHEET TITLE:

SITE LAYOUT PLAN

SHEET NUMBER:

C-1

KHA Job #:

044047860



EXHIBIT C

to the Agreement dated _____, 201_, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, as Tenant.

RECORDED AT REQUEST OF, AND WHEN RECORDED RETURN TO:

Bonnie Bolz Merkt, Esq.
c/o Maria Martella, Florida Registered Paralegal
Holland & Knight LLP
515 E. Las Olas Boulevard
Suite 1200
Fort Lauderdale, Florida 33301

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into on _____, 201_, by the City of Coconut Creek, a municipal corporation, with an address at 5555 Regency Lakes Boulevard, Coconut Creek, Florida 33073 (hereinafter referred to as "**Owner**" or "**Landlord**") and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "**Tenant**").

1. Owner and Tenant entered into a Lease Agreement ("**Agreement**") dated as of _____, 201_, effective upon full execution of the parties ("**Effective Date**") for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Tenant's tenancy under the Agreement is for ten (10) years commencing the first day of the month immediately following the date that is one hundred twenty (120) days after full execution of this Agreement (the "**Commencement Date**") and terminating on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, with two (2) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit "1" attached hereto. The portion of the Land being leased to Tenant (the "**Premises**") and all necessary access and utility easements (together with the Premises, the "**Property**") are also described in Exhibit "1" attached hereto.

[Signatures appear on the following page.]

OWNER Site I.D.: Regency Lakeside Park
SITE MANAGEMENT I.D.
TENANT Site I.D. : Coconut Creek Lakeside Park/69405

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: Rebecca A. Tooley

Title: Mayor

Date: _____

TENANT:

Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless

By:

EXHIBIT ONLY – DO NOT EXECUTE

Name: Aparna Khurjekar

Title: Vice President – Field Network

Date: _____

OWNER Site I.D.: Regency Lakeside Park
SITE MANAGEMENT I.D.
TENANT Site I.D. : Coconut Creek Lakeside Park/69405

STATE OF _____

COUNTY OF _____

On _____, 201_, before me, _____,
Notary Public, personally appeared Rebecca A. Tooley, Mayor, for the City of Coconut Creek, a municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On _____, 201_, before me, _____,
Notary Public, personally appeared Aparna Khurjekar, Vice President – Field Network, for Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, 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 she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

MEMORANDUM OF AGREEMENT
EXHIBIT 1
Page 1 of 4

to the Memorandum of Agreement dated _____, 201_, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, as Tenant.

LEGAL DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Tract "A", "SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence N 89°36'20" E along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence S 00°23'40" E continuing along said South line and said boundary line of Parcel "A", a distance of 30.00 feet; thence N 89°36'20" E continuing along said South line and said boundary line of Parcel "A", a distance of 426.56 feet to the POINT OF BEGINNING; thence continuing N 89°36'20" E along said South line of Tract "A" and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 144.31 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence N 00°24'45" W along said parallel line and along said boundary line of Parcel "A", a distance of 285.03 feet to a point of intersection with the South line of Tract 61, Block 85, "THE PALM BEACH FARMS CO. PLAT NO. 3"; thence N 89°36'21" E along said South line and along said boundary line of Parcel "A", a distance of 254.66 feet; thence S 00°24'54" E, a distance of 99.99 feet; thence N 89°36'21" E, a distance of 438.79 feet to a point of intersection with a curve to the right whose radius point bears S 89°36'21" W; thence Southerly and Westerly along the arc of said curve having a radius of 428.86 feet, a central angle of 76°58'25", an arc distance of 576.15 feet to a point of reverse curvature; thence Westerly and Southerly along the arc of a curve to the left having a radius of 119.14 feet, a central angle of 70°53'51", an arc distance of 147.42 feet to a point of tangency; thence S 05°40'55" W, a distance of 5.58 feet to a point on a curve; thence Westerly along the arc of a curve to the left whose radius point bears S 05°43'25" W, having a radius of 2000.0 feet, a central angle of 06°07'09", an arc distance of 213.60 feet; thence S 89°36'16" W, a distance of 200.00 feet; thence N 00°24'45" W along said parallel line, a distance of 330.41 feet to the POINT OF BEGINNING.

Said lands situate in the City of Coconut Creek, Broward County, Florida.

Containing 357,192 Square Feet / 8.20 Acres, more or less.

Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

OWNER Site I.D.: Regency Lakeside Park
SITE MANAGEMENT I.D. CFLCOC10-4
TENANT Site I.D. : Coconut Creek Lakeside Park/69405

MEMORANDUM OF AGREEMENT
EXHIBIT 1
Page 2 of 4

DESCRIPTION OF THE PROPERTY

The Premises is described as follows:

A parcel of land being a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, and lying in the City of Coconut Creek, Broward County, Florida, said parcel more particularly described as follows:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence North 89°36'20" East along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence South 00°23'40" East continuing along said South line of Tract "A" and said boundary line of Parcel "A", a distance of 30.00 feet; thence North 89°36'20" East continuing along said South line and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 570.87 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence North 00°24'45" West along said parallel line and along a West line of said Parcel "A", a distance of 197.03 feet; thence departing said line, North 89°35'15" East a distance of 15.50 feet to the POINT OF BEGINNING; thence North 00°24'45" West a distance of 20.00 feet; thence North 89°35'15" East a distance of 15.00 feet; thence South 00°24'45" East a distance of 20.00 feet; thence South 89°35'15" West a distance of 15.00 feet to the POINT OF BEGINNING.

Said parcel containing an area of 300 Square Feet.

[Continued on the following page.]

**MEMORANDUM OF AGREEMENT
EXHIBIT 1
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Tenant's access and utility right(s)-of-way is described as follows:

**A 25.00 FOOT WIDE INGRESS EGRESS EASEMENT LYING IN PARCEL "A",
"REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL
"A"; THENCE N89°36'20"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A
DISTANCE OF 214.48 FEET; THENCE S51°45'17"E, A DISTANCE OF 577.19 FEET TO A
POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF
"NORTHWEST 63rd ROAD" AS SHOWN ON SAID PLAT AND THE POINT OF
BEGINNING; THENCE N00°24'45"W, A DISTANCE OF 40.72 FEET TO A POINT OF
CURVATURE; THENCE NORTHEREASTLY ALONG THE ARC OF A CURVE TO THE
RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 36°14'12", AN ARC
DISTANCE OF 23.72 FEET TO A POINT OF TANGENCY; THENCE N35°49'27"E, A
DISTANCE OF 9.85 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY
ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A
CENTRAL ANGLE OF 36°14'12", AN ARC DISTANCE OF 23.72 FEET TO A POINT OF
TANGENCY; THENCE N00°24'45"W, A DISTANCE OF 155.39 FEET TO A POINT OF
CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE
RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'05", AN ARC
DISTANCE OF 58.92 FEET TO A POINT OF TANGENCY; THENCE N89°36'20"E, A
DISTANCE OF 69.28 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY
ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A
CENTRAL ANGLE OF 90°01'05", AN ARC DISTANCE OF 58.92 FEET TO A POINT OF
TANGENCY; THENCE N00°24'45"W, A DISTANCE OF 210.00 FEET TO A POINT OF
CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE
RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'06", AN ARC
DISTANCE OF 58.92 FEET TO THE CURVE'S END AND THE POINT OF TERMINUS.**

**SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY,
FLORIDA.**

**SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND
RIGHTS-OF-WAY OF RECORD.**

[Continued on the following page.]

OWNER Site I.D.: Regency Lakeside Park
SITE MANAGEMENT I.D. CFLCOC10-4
TENANT Site I.D. : Coconut Creek Lakeside Park/69405

MEMORANDUM OF AGREEMENT
EXHIBIT 1
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A 20.00 foot wide strip of land lying in a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, and lying in the City of Coconut Creek, Broward County, Florida, the sidelines of said strip lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of Tract "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence North 89°36'20" East along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence South 51°45'17" East a distance of 577.19 feet to a point on the North right-of-way line of Northwest 63rd Road as shown on said Plat of "REGENCY LAKES AT COCONUT CREEK", said point being the point of beginning of the centerline of a 25 foot wide ingress/egress easement as recorded in Official Records Book 28964, Page 1437, Broward County, Florida Public Records; thence proceed along the centerline of said easement the following courses: North 00°24'45" West a distance of 40.72 feet to the point of curvature (p.c.) of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 36°14'12", a distance of 23.72 feet to the point of tangency (p.t.); thence North 35°49'27" East a distance of 9.85 feet to the p.c. of a curve concave Northwesterly, having a radius of 37.50 feet; thence Northerly along the arc of said curve, through a central angle of 36°14'12", a distance of 23.72 feet to the p.t.; thence North 00°24'45" West a distance of 155.39 feet to the p.c. of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 90°01'05", a distance of 58.92 feet to the p.t.; thence North 89°36'20" East a distance of 69.28 feet to the p.c. of a curve concave Northwesterly, having a radius of 37.50 feet; thence Northeasterly and Northerly along the arc of said curve, through a central angle of 90°01'05", a distance of 58.92 feet to the p.t.; thence North 00°24'45" West a distance of 210.00 feet to the p.c. of a curve concave Southeasterly, having a radius of 37.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 06°10'48", a distance of 4.04 feet to the POINT OF BEGINNING of the herein described centerline; thence departing the aforesaid centerline of the 25 foot wide ingress/egress easement as recorded in Official Records Book 28964, Page 1437, proceed South 89°35'15" West a distance of 14.21 feet to the POINT OF TERMINATION of the herein described centerline.

Said strip containing an area of 284.2 Square Feet, more or less.

EXHIBIT D

to the Agreement dated _____, 201_, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, as Tenant.

TENANT EQUIPMENT LISTING

TOWER-MOUNTED EQUIPMENT

Number of Antenna(s) - Types and Models:

Six (6) CSS X7CQAP-665-VRO antennas

Three (3) CSS X7C-665-VRO antennas

Number of and Size of Transmission Line/Cable(s) and Models (from ground to 85'):

Twelve (12) 1-5/8" coaxial lines

One (1) hybrid line

GROUND-MOUNTED EQUIPMENT

Outdoor Equipment Cabinets within a 15' x 20' lease area

35 KW Diesel Generator

300 Gallon Fuel Tank

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

Transmit frequencies: 1950-1965, 746-757, 2120-2130

Receive frequencies: 1870-1885, 776-787, 1720-1730