

**LEASE AGREEMENT
BETWEEN
THE CITY OF COCONUT CREEK, FLORIDA
AND
NEW CINGULAR WIRELESS PCS, LLC
CONTRACT TERMS**

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this 3rd day of December 2020 (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

NEW CINGULAR WIRELESS PCS, LLC
A Delaware limited liability company
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319
(Hereinafter referred to as "TENANT").

WHEREAS, CITY is the owner of certain real property and a telecommunications tower ("Tower") located at 4800 West Copans Road, Coconut Creek, FL 33063 and commonly known as 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" 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 and reduced it 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 AND TOWER SPACE TO BE LEASED**

- 1.01 CITY shall lease to TENANT a one hundred eight square feet (108 sq. ft.) parcel of real property, specifically 18 foot by 6 foot (18' x 6'), and a non-exclusive aerial easement encompassing 12 square feet (2' x 6') connecting same to the subject Tower at an approximate elevation of 8 feet for cable routing, situated at Government Center located in Coconut Creek, Broward County, Florida (the "Lease Premises"), more particularly described, legally and graphically, in Exhibit "B," attached hereto and incorporated herein.
- 1.02 CITY further leases to TENANT certain aerial space on the Tower at one hundred feet (100 ft.) above ground level ("AGL") as shown on Exhibit "B" attached hereto and incorporated herein (and referred to as "Tower Space").

- 1.03 CITY shall grant to TENANT, as a provision dependent upon the effectiveness of this lease, a Non-Exclusive Utility Easement ("Utility Easement"), as depicted or described in Exhibit "B," for the sole purpose of installation and maintenance of utility wires, cables, conduits and pipes, under the ground that connects the Lease Premises to the public right-of-way, to wit: NW 22nd Street, Coconut Creek, Fl. CITY expressly reserves the right to install minor landscaping, irrigation, limited asphalt or concrete parking areas and/or fencing within the Utility Easement, subject to the terms hereof. CITY further expressly reserves the right to relocate the Utility Easement in the CITY's sole discretion. Notwithstanding the CITY's right to relocate the Utility Easement, any such relocation shall not restrict TENANT's access to facilities located within the Utility Easement for purposes of removing or relocating said facilities within a time specified by the CITY. Upon natural expiration or earlier termination of this Agreement, and thereby this Utility Easement, or relocation of the Utility Easement by CITY, TENANT shall be responsible at their sole cost and expense for removal of their facilities and relocation of same to the newly designated easement area, if any, or permanent removal of the facilities in the event of natural expiration or earlier termination. Facilities left within the former Utility Easement by TENANT will be considered abandoned if same are not removed or properly relocated within the time specified by CITY in writing. The cost for removal of TENANT's abandoned facilities will be charged to TENANT.
- 1.04 The Lease Premises, Tower Space, and Utility Easement are hereinafter collectively referred to as the "Property."

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 a height of one hundred feet 100' AGL. After initial installation of the antennas and appurtenances described in Exhibit "D," TENANT must seek to amend this Agreement 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, condition, or delay its consent provided: (a) said replacement does not increase tower loading of the Tower; (b) TENANT has previously obtained all necessary permits, authorizations and approvals from all applicable regulatory entities, including the CITY, for such proposed modifications/replacements; and (c) 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 Lease Premises and Tower Space for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of an equipment shelter, 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 cabinets and appurtenances shown on said site plan, TENANT shall have the right to make all such ground installations and to replace, repair or otherwise modify its telecommunications ground equipment and appurtenances or any portion thereof installed within the Lease Premises with prior written approval from the CITY, not to be unreasonably withheld, conditioned, or delayed, including modifications for compliance with any current or future federal, state or local mandated application, including but not limited to, emergency 911 communication services; provided however, TENANT shall not have the right to make any installations outside the boundaries of the Lease Premises and Tower Space without properly amending this Agreement. Upon approval and permitting by the CITY's Building Division, the CITY consents to TENANT's modifications to the Tower as a whole for the exclusive purposes of safety and structural reinforcement, as may be required

from time to time, and at TENANT's sole cost and without any rent abatement, adjustment, or modification.

- 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 ("Staging Area") as is reasonably required during construction and installation of TENANT's improvements, provided, however, that: (a) TENANT obtain in advance written approval from the City Manager, or designee; and (b) TENANT shall be responsible for restoring said Staging Area to its original condition upon completion of the improvements.
- 2.04 TENANT shall maintain the Property in a safe and workman-like condition and meet all applicable requirements imposed by ordinances of the CITY, including but not limited to maintenance of the interior compound area of the Property with regular landscaping to remove weeds and growth, as well as debris/trash removal in and around the Property.
- 2.05 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: (a) TENANT provides CITY with at least thirty (30) days prior written notice; (b) the use of such frequencies do not result in violation of the interference provisions of Section 2 of this Agreement; and (c) TENANT or its FCC licensee affiliate entities are licensed or authorized by the FCC to use such frequencies.
- 2.06 TENANT shall furnish electrical 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 used upon the Property. 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. Should an emergency interruption in electrical service arise, TENANT may elect to use a temporary source of power, e.g. roll-up generator, upon advance coordination and written approval by the City Manager, or his/her designee, which approval shall not be unreasonably withheld, conditioned, or delayed.
- 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. It is the responsibility of the TENANT to ensure that all permits issued are properly closed upon completion and inspection of work. TENANT shall facilitate the submittal of a proposed easement for FPL's equipment that directly supports TENANT's equipment for adoption by CITY prior to final inspection and permit closeout.
- 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, or the Land as a whole. 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 not unreasonably challenge the CITY's documentation showing such increase. 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 one hundred and twenty (120) 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 of its Lease Premises to become property of CITY. If TENANT remains on the Property after expiration or earlier termination of this Agreement as provided herein, TENANT shall pay rent at the then existing monthly rate, on a prorated basis, for the one hundred and twenty (120) day period provided herein. Partial month occupancy will be rounded to the full monthly rate for purposes of determining payment due to CITY. If TENANT has not completely removed its personal property and fixtures and restored the Property to its original condition after expiration of the one hundred and twenty (120) day period, TENANT shall thereafter pay rent at a rate DOUBLE the then existing monthly rate in accordance with F.S. §83.06, as amended, and this provision shall constitute demand for same in advance should those events occur, 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, without obligation, 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. The CITY reserves the right to, at any time during this Agreement, 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. Any and all future co-locators (private or governmental) shall provide to the CITY an intermodulation study to evaluate the proposed installation prior to CITY providing authorization to install. Notwithstanding anything in this Agreement to the contrary, any antennas subsequently installed by the CITY or other co-locators shall not interfere with TENANT's operations on the Property. If any such interference occurs, and after receipt of TENANT's notice of such interference, within forty-eight (48) hours after receiving such written notice, CITY shall require such other tenant take all commercially reasonable steps necessary to correct and eliminate the interference.
- 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 shall install and maintain such lighting and markings at TENANT's expense and after obtaining an appropriate CITY permit(s). In no event, however, shall TENANT be responsible for the installation or maintenance of any mandatory lighting or markings brought about by the operations of the CITY, or any other tenant on the Tower. CITY will permit TENANT access to all portions of the Tower that TENANT may need in order to check and replace such required or recommended lighting or markings.
- 2.13 TENANT acknowledges and agrees that the TENANT'S equipment installations shall be located near other existing wireless providers' equipment on the Tower (at different elevations) and TENANT shall cooperate with other tenants on the Tower in coordination of TENANT'S installation.

- 2.14 TENANT shall use antenna wraps which match the color and style of the other concealment elements on all panel antennas and shall not permit installation of RRU's, RACAPs, or any other non-panel type antenna or other equipment without first demonstrating to CITY the concealment elements that will be used for such antenna types, and thereafter obtaining CITY's written consent, not to be unreasonably withheld, conditioned, or delayed.

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 If any public utility is unable to use the aforementioned Utility Easement described in Exhibit "B," the CITY shall reasonably cooperate with TENANT in its effort to obtain utility services under, along or across the Land to connect the nearest public right-of-way; however, CITY reserves all rights and interests in its Land not specifically carved out by this Agreement.
- 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, except if TENANT's installation causes the Tower to become marked or illuminated, in which case Section 2.12 above shall apply.

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. This paragraph is no way allows any use or the continued use of CITY's Land without proper certificate, permit, and approval as required by federal, state and/or local authorities.
- 4.02 TENANT agrees that it will not use (other than well insulated batteries or safely transported fuel for use by a CITY-approved generator inside the Lease Premises), 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 misused, 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 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. Notwithstanding the above, the CITY has and may continue to allow well insulated batteries and safely transported fuel for use by a CITY-approved generator(s) inside the lease premises of other tenants and for CITY's own purposes. CITY and TENANT each agree to defend, indemnify and hold harmless the other and the other's partners, 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. A non-breaching party has the right to terminate the Agreement if that party becomes aware of any violations of this paragraph, or any environmental or industrial hygiene condition or matter relating to the Property or Land that, in a reasonably prudent person's view, renders the condition of the Property or Land unsafe to occupy.

- 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 that would impair the CITY's ability to enter into this Agreement.
- 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 to occur: (a) thirty (30) days after the issuance of a building permit for the commencement of installation by TENANT; or (b) the first day of the month immediately following the date that is one hundred twenty (120) days after the date that both parties execute 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 three (3) 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.

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 Five Hundred and XX/100 Dollars (\$39,500.00) per year payable in equal monthly installments ("Rent"), for the first year. 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. 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.
- 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, the Land and/or the Tower.

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, in such event TENANT must complete the cure within one hundred eighty (180) days or this Agreement shall be deemed terminated.
- 7.03 This Agreement will automatically terminate at the end of the last Renewal Term (i.e., after a period of twenty-five (25) years from the Commencement Date).
- 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, and same shall not be considered the exclusive remedy for CITY when other remedies may be available at law or equity.
- 7.05 Upon natural expiration or 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). CITY shall have sixty (60) calendar days before the natural expiration or 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 unless such equipment is offered for sale.
- 7.06 TENANT shall have a reasonable time, not to exceed five (5) 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 automatic 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) year's Rent then payable pursuant to the Agreement.

Section 8. INDEMNIFICATION AND RELEASE

- 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, to the extent arising as a result 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. 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 indemnify TENANT, its officers, agents and employees, for liability arising out of third party premises liability claims where the duty to warn falls solely upon the CITY. Pursuant to its liability, CITY shall pay all claims, losses, liens, settlements and judgments as provided herein, 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 give

consent to be sued by third parties or to waive the 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 carry and maintain commercial general liability insurance, as per form ISO CG 00 01 or equivalent, 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 and in the aggregate. Such insurance shall insure, on an occurrence basis, against liability of the insuring party and its employees and independent contractors 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 evidencing the required insurance is from a Florida eligible insurance carrier, including CITY as an additional insured by endorsement as their interests may appear under TENANT's commercial general liability insurance policy. Upon receipt of notice of cancellation from its insurer TENANT shall provide City with thirty (30) day written notice of cancellation or non-renewal of any required coverage that is not replaced.
- 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 TENANT shall require that 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 only be sold, assigned or transferred by TENANT without any approval or consent of CITY to TENANT's principal(s), FCC licensee affiliate entities, or any subsidiary of TENANT, its principal(s) or FCC licensee affiliate entities, 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, or any portion hereof, may not be sold, assigned, sublet or transferred without the written consent of CITY Commission, which such consent will not be unreasonably withheld, delayed or conditioned. Upon explicit written consent to an assignment by the CITY, TENANT is relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.
- 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.

CITY's current Management Company:
CityScape Consultants, Inc.
Attn: Kay Miles
2423 S. Orange Ave #317

Orlando, FL 32806
Tel: 877-438-2851
Email: Kay@cityscapegov.com

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 exclusively in Broward County, Florida for state claims or exclusively in any federal court having jurisdiction over Broward County, Florida for federal claims.

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 and 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 a court of competent jurisdiction decided to be invalid, illegal or in conflict with any law of the State of Florida or any applicable federal law, 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.
2423 S. Orange Ave #317
Orlando, FL 32806
Attention: Contract Administrator

With copy to:

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

As to TENANT:

NEW CINGULAR WIRELESS PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site Name: COCONUT CREEK SW (FL)
Fixed Asset #: 12974745
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site Name: COCONUT CREEK SW (FL)
Fixed Asset #: 12974745
208 S. Akard Street
Dallas, TX 75202-4206

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 specifically the Property and rights herein granted, shall be under and subject to the right of the TENANT.
- 17.02 If anyone party to this Agreement obtains a final 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, except for any lighting installation required under Section 2.12, which TENANT shall convey by Bill of Sale, approved as to legal form and sufficiency by the CITY Attorney, to CITY for \$1.00 in the event of termination of this Agreement. CITY waives any landlord 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 to the property of any other person/tenant, or that substantial threat to life exists, 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 gross negligence or willful misconduct of CITY. If CITY takes any actions authorized by this Section 17.04, it will telephonically notify TENANT thereof by calling AT&T NOC: (800) 638-2822 as soon as practicable under the circumstances. Nothing herein is intended nor shall it be construed as a waiver of the CITY's rights and immunities under Section 768.28, Fla. Stat., as amended from time to time.

- 17.05 TENANT hereby covenants for itself, its representatives, successors in interest, assigns, and subcontractors, as a part of the consideration hereof, that: a) no person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be excluded from access to, denied the benefits of, or be otherwise subjected to discrimination in the use of CITY property or performance of this Agreement; and b) no employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application for employment to be employed by TENANT to carry out its tenancy with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to the tenancy afforded by this Agreement. That in the event of a proven breach of the above non-discrimination covenant, the CITY shall have the right to terminate this Agreement as if this it had never been made, and avail itself of any remedies available in law or equity.

Section 18. RECORDATION

- 18.01 CITY and TENANT agree that a Memorandum of Agreement in the form attached 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 In the event CITY receives notification of any condemnation proceedings or of any casualty or other harm affecting the Tower Space, CITY will provide notice of the proceeding or casualty to TENANT within twenty-four (24) hours. If the Property, or the Tower, or TENANT's equipment is damaged, destroyed, condemned or transferred in lieu of condemnation, for reasons outside the TENANT's control 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 as determined by the CITY in its sole discretion.

Section 20. ACCESS TO TOWER

- 20.01 CITY and TENANT agree that to the extent that the Tower and Property are located within the CITY's secured Police Department compound, TENANT must coordinate, no less than 72 hours in advance, with the CITY's Police Chief, or designee, to gain access to the Tower and the Property for the purpose of installing and maintaining TENANT's equipment. Once duly coordinated, CITY shall furnish TENANT with necessary means of access for the purpose of ingress and egress to the Property and Tower location. It is further agreed 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 Lease Premises and Tower Space.

Section 22. SUCCESSORS AND MANNER OF EXECUTION

- 22.01 This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
- 22.02 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 22.03 This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

Section 23. SURVIVAL

- 23.01 The provisions of the Agreement relating to indemnification from one (1) 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 AND INTERPRETATION

- 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.
- 24.02 It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
- 24.03 This Agreement is not a third-party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any person or entity not expressly a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year appearing next to each signature.

CITY

ATTEST

CITY OF COCONUT CREEK

Leslie Wallace May
Leslie Wallace May, City Clerk
Date 12/3/2020

Lou Sarbone
Print Name: Lou Sarbone
Title: Mayor
Date 12/3/20

Approved as to form:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney
Date 12/3/20

OWNER Site I.D.: Government Center
SITE MANAGEMENT I.D. FLCOC20-4
TENANT Site I.D. AT&T COCONUT CREEK SW //FA #: #12974745

WITNESSES:

Print Name: Amy MILEY
By: [Signature]
Print Name: Margaret R. Miley
By: Margaret R. Miley

TENANT

New Cingular Wireless PCS, LLC
A Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Print Name: JOHN HEGG
Title: AREA MGR
Date: 11/20/2020

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 20th day of November, 2020.
By [Signature], as Area Mgr, of AT&T Mobility Corporation, a Delaware corporation and sole manager of NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company. He/she is personally known to me or has provided _____ as identification and he/she did/did not take an oath.



[Signature]
Notary Public, State of FLORIDA
Amy M. Meek

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

OWNER Site I.D.: Government Center
SITE MANAGEMENT I.D. FLCOC20-4
TENANT Site I.D. AT&T COCONUT CREEK SW //FA #: #12974745

EXHIBIT "A"

to the Agreement dated December 3, 2020, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

LEGAL DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

TARTAN COCONUT CREEK PHASE I 103-29 B TR DD, TR CC & POR OF TR 42, DESC AS, BEG NE COR TR 42, S 40.03, SW 100.72, S 150, SW 42.41, W 158, SW 100.13, W 30.03, NW 471.14 E 598.06 TO POB TOG/W LYONS WEST 137-40 B TR CF-1, TOG/W PALM BEACH FARMS 2-54 PB POR OF TR 3, DESC AS BEG SE COR TR 3 NLY 447.85, SWLY 587 TO P/T SWLY 145.90 TO S/L OF TR 3, ELY 575.12 TO POB, LESS PAR DESC IN OR 15865/757 BLK 93.

TOGETHER WITH:

All that parcel of land labelled "Waterway" lying westerly of the West Boundary and southerly of the South Boundary of Tract DD, "TARTAN OF COCONUT CREEK PHASE I" as shown on the plat thereof recorded in Plat Book 102, Page 29, of the Public Records of Broward County, Florida.

EXHIBIT "B"

to the Agreement dated December 3, 2020, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

DESCRIPTION OF THE PROPERTY AND SITE PLAN

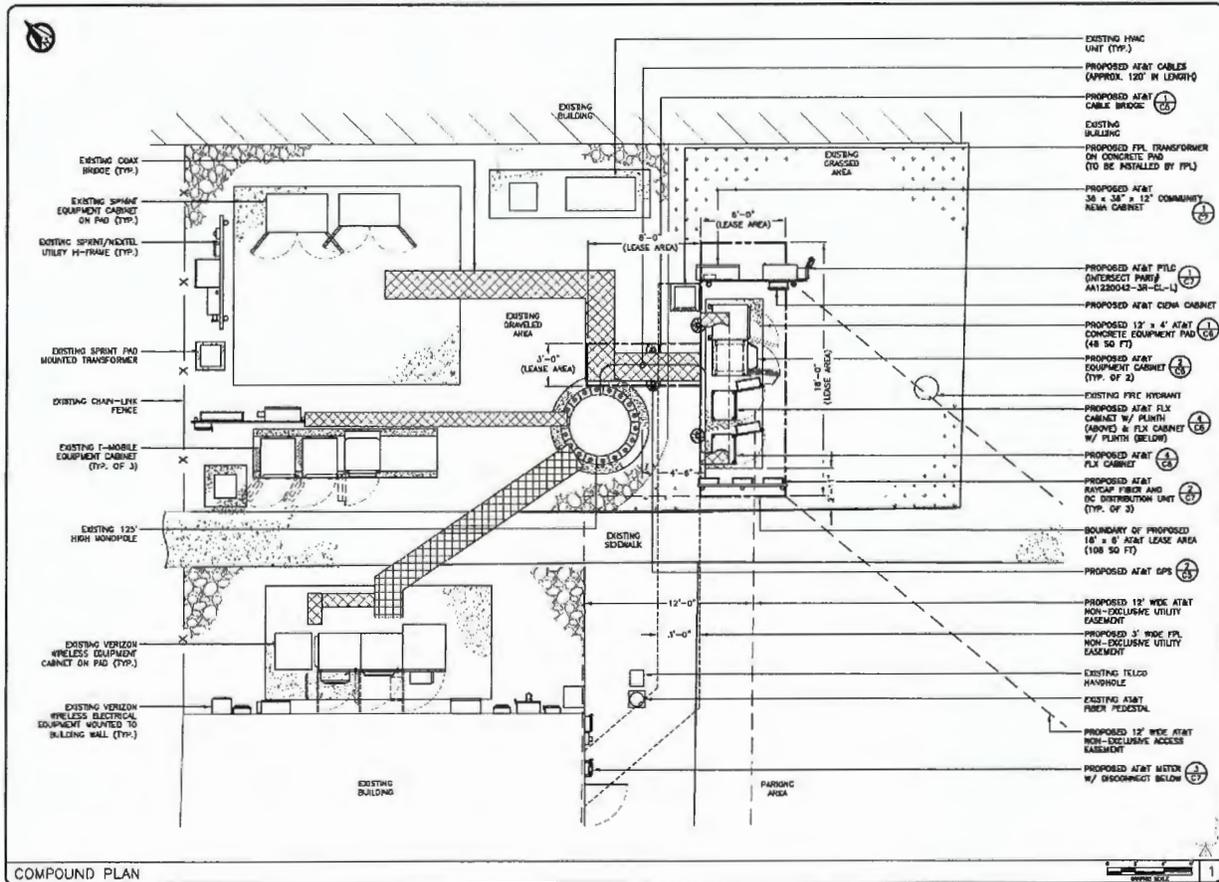
LEGAL DESCRIPTION OF LEASE PREMISES

**AT&T MOBILITY
 LEASE PARCEL
 COCONUT CREEK GOVERNMENT CENTER SITE**

A PORTION OF TRACT DO, TARTAN COCONUT CREEK PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 29, THE PUBLIC RECORD OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF COPANS ROAD AND LYONS ROAD AS DEPICTED ON SAID PLAT; THENCE SOUTH 89°59'06" WEST, ALONG SAID CENTERLINE OF COPANS ROAD, A DISTANCE OF 427.13 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 00°00'28" EAST, A DISTANCE OF 556.93 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°35'23" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 44°24'37" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 45°35'23" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 44°24'37" EAST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0024 ACRES OR 108 SQUARE FEET, MORE OR LESS.



LEGAL DESCRIPTION OF NON-EXCLUSIVE UTILITY EASEMENT

**AT&T MOBILITY
UTILITY EASEMENT
COCONUT CREEK GOVERNMENT CENTER SITE**

A PORTION OF TRACT DD, TARTAN COCONUT CREEK PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 29, THE PUBLIC RECORD OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF COPANS ROAD AND LYONS ROAD AS DEPICTED ON SAID PLAT; THENCE SOUTH 89°59'06" WEST, ALONG SAID CENTERLINE OF COPANS ROAD, A DISTANCE OF 427.13 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 00°00'54" EAST, A DISTANCE OF 556.93 FEET; THENCE SOUTH 45°35'23" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 44°24'37" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 45°35'23" WEST, A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°24'37" WEST, A DISTANCE OF 10.64 FEET; THENCE NORTH 86°14'56" WEST, A DISTANCE OF 16.69 FEET; THENCE NORTH 44°24'47" EAST, A DISTANCE OF 6.59 FEET; THENCE SOUTH 86°14'56" EAST, A DISTANCE OF 10.10 FEET; THENCE NORTH 44°24'37" EAST, A DISTANCE OF 8.35 FEET; THENCE SOUTH 45°35'23" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0026 ACRES OR 114 SQUARE FEET, MORE OR LESS.

Together with:

DESCRIPTION:

A PORTION OF TRACT 42, TARTAN COCONUT CREEK PHASE III, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 116, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND ALSO A PORTION OF TRACT DD AND ADJACENT WATERWAY TRACT, AS SHOWN ON TARTAN COCONUT CREEK PHASE I, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 103, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 42;

THENCE SOUTH 89°56'36" WEST ALONG THE NORTH LINE OF SAID TRACT 42 (AS A BASIS OF BEARINGS), A DISTANCE OF 474.56 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 44°51'14" WEST, A DISTANCE OF 43.47 FEET;

THENCE NORTH 41°29'32" WEST, A DISTANCE OF 12.02 FEET;

THENCE NORTH 44°51'14" EAST, A DISTANCE OF 166.76 FEET;

THENCE NORTH 45°08'46" WEST, A DISTANCE OF 5.66 FEET;

THENCE NORTH 44°29'12" EAST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 45°08'46" EAST, A DISTANCE OF 17.70 FEET;

THENCE SOUTH 44°51'14" WEST, A DISTANCE OF 130.06 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING 2,112 SQUARE FEET, 0.048 ACRES, MORE OR LESS

(Continued onto next page)

OWNER Site I.D.: Government Center
 SITE MANAGEMENT I.D. FLCOC20-4
 TENANT Site I.D. AT&T COCONUT CREEK SW // FA #: #12974745

Together with:

A PORTION OF TRACT 42 OF TARTAN COCONUT CREEK PHASE III, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 116, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 42:

THENCE SOUTH 80°56'36" WEST ALONG THE NORTH LINE OF SAID TRACT 42 (AS A BASIS OF BEARINGS), A DISTANCE OF 483.38 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 44°29'50" WEST, A DISTANCE OF 38.86 FEET;

THENCE SOUTH 41°29'52" EAST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 48°30'28" WEST, A DISTANCE OF 18.78 FEET;

THENCE SOUTH 34°35'17" EAST, A DISTANCE OF 81.43 FEET;

THENCE SOUTH 38°56'22" EAST, A DISTANCE OF 276.58 FEET TO THE NORTH RIGHT OF WAY LINE OF NW 22ND STREET;

THENCE SOUTH 87°04'51" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 14.84 FEET;

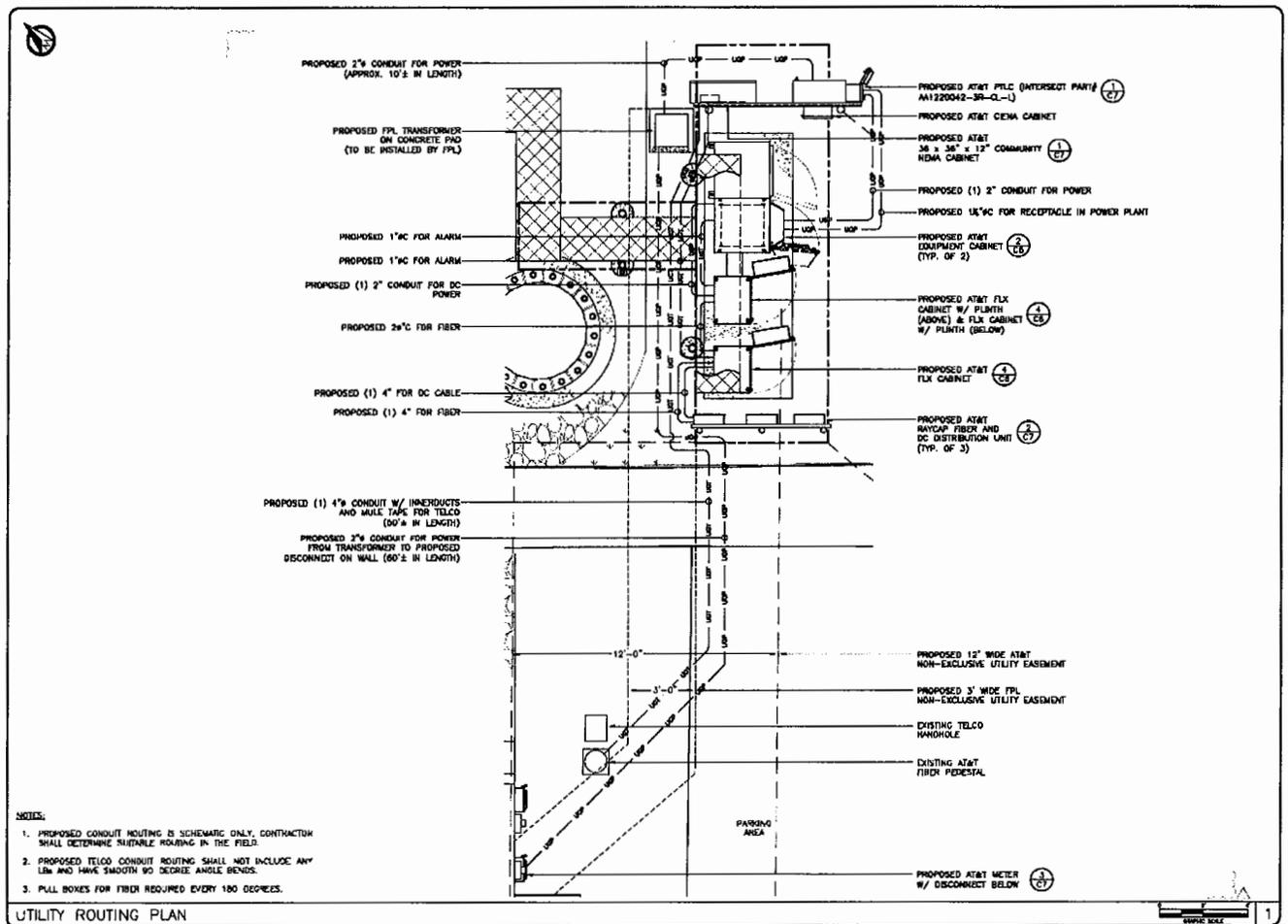
THENCE NORTH 38°56'22" WEST, A DISTANCE OF 208.31 FEET;

THENCE NORTH 34°35'17" WEST, A DISTANCE OF 92.52 FEET;

THENCE NORTH 48°30'28" EAST, A DISTANCE OF 27.41 FEET;

THENCE SOUTH 41°29'52" EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING 4578 SQUARE FEET, 0.11 ACRES, MORE OR LESS



OWNER Site I.D.: Government Center
SITE MANAGEMENT I.D. FLCOC20-4
TENANT Site I.D. AT&T COCONUT CREEK SW //FA #: #12974745

EXHIBIT "C"

to the Agreement dated December 3, 2020, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**
NEW CINGULAR WIRELESS PCS, LLC
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

Re: Cell Site Name: AT&T COCONUT CREEK SW
Fixed Asset #: 12974745
Attn: Network Real Estate Administration

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into on _____, 2020, 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 NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, with a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319. hereinafter referred to as "**Tenant**").

1. Owner and Tenant entered into a Lease Agreement ("**Agreement**") dated as of _____, 2020 ("**Effective Date**") for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements related to that purpose. 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 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) 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 three (3) successive five (5) year options to renew.

3. The Lease Premises, Tower Space, and Non-Exclusive Utility Easement that are the subject of the Agreement are described in Exhibit "1" attached hereto. The portion of the Land being leased to Tenant and all necessary 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
4800 West Copans Road
Coconut Creek, FL 33063

TENANT:

NEW CINGULAR WIRELESS PCS, LLC,
A Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

OWNER Site I.D.: Government Center
SITE MANAGEMENT I.D. FLCOC20-4
TENANT Site I.D. AT&T COCONUT CREEK SW / FA #: #12974745

By: EXHIBIT ONLY – DO NOT EXECUTE

Name: Lou Sarbone

Title: Mayor

Date: _____

By: EXHIBIT ONLY – DO NOT EXECUTE

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

On _____, 2020, before me, _____,
Notary Public, personally appeared Lou Sarbone, 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 _____

COUNTY OF _____

On _____, 2020, before me, _____,
Notary Public, personally appeared _____ (Name), _____ (Title), of AT&T Mobility Corporation, a Delaware corporation and sole manager for NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that 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"
LEGAL DESCRIPTIONS OF LEASE PREMISES, TOWER SPACE, AND NON-EXCLUSIVE UTILITY
EASEMENT**

to the Memorandum of Agreement dated _____, 2020, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

LEGAL DESCRIPTION OF LEASE PREMISES

**AT&T MOBILITY
LEASE PARCEL
COCONUT CREEK GOVERNMENT CENTER SITE**

A PORTION OF TRACT DD, TARTAN COCONUT CREEK PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 29, THE PUBLIC RECORD OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF COPANS ROAD AND LYONS ROAD AS DEPICTED ON SAID PLAT; THENCE SOUTH 89°59'06" WEST, ALONG SAID CENTERLINE OF COPANS ROAD, A DISTANCE OF 427.13 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 00°00'28" EAST, A DISTANCE OF 556.93 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°35'23" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 44°24'37" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 45°35'23" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 44°24'37" EAST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0024 ACRES OR 108 SQUARE FEET, MORE OR LESS.

TOWER SPACE LEASED

Centerline of 100' (one hundred feet) Above ground level.

LEGAL DESCRIPTION OF NON-EXCLUSIVE UTILITY EASEMENT

**AT&T MOBILITY
UTILITY EASEMENT
COCONUT CREEK GOVERNMENT CENTER SITE**

A PORTION OF TRACT DD, TARTAN COCONUT CREEK PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 29, THE PUBLIC RECORD OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF COPANS ROAD AND LYONS ROAD AS DEPICTED ON SAID PLAT; THENCE SOUTH 89°59'06" WEST, ALONG SAID CENTERLINE OF COPANS ROAD, A DISTANCE OF 427.13 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 00°00'54" EAST, A DISTANCE OF 556.93 FEET; THENCE SOUTH 45°35'23" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 44°24'37" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 45°35'23" WEST, A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°24'37" WEST, A DISTANCE OF 10.64 FEET; THENCE NORTH 86°14'56" WEST, A DISTANCE OF 16.69 FEET; THENCE NORTH 44°24'47" EAST, A DISTANCE OF 6.59 FEET; THENCE SOUTH 86°14'56" EAST, A DISTANCE OF 10.10 FEET; THENCE NORTH 44°24'37" EAST, A DISTANCE OF 8.35 FEET; THENCE SOUTH 45°35'23" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0026 ACRES OR 114 SQUARE FEET, MORE OR LESS.

OWNER Site I.D.: Government Center
SITE MANAGEMENT I.D. FLCOC20-4
TENANT Site I.D. AT&T COCONUT CREEK SW //FA #: #12974745

Together with:

DESCRIPTION:
A PORTION OF TRACT 42, TARTAN COCONUT CREEK PHASE III, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 116, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND ALSO A PORTION OF TRACT 03 AND ADJACENT WATERWAY TRACT, AS SHOWN ON TARTAN COCONUT CREEK PHASE I ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 103, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 42;
THENCE SOUTH 89°56'36" WEST ALONG THE NORTH LINE OF SAID TRACT 42 (AS A BASIS OF BEARINGS), A DISTANCE OF 474.56 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 44°51'14" WEST, A DISTANCE OF 43.47 FEET;
THENCE NORTH 41°29'32" WEST, A DISTANCE OF 12.02 FEET;
THENCE NORTH 44°51'14" EAST, A DISTANCE OF 166.76 FEET;
THENCE NORTH 45°08'48" WEST, A DISTANCE OF 5.56 FEET;
THENCE NORTH 44°29'12" EAST, A DISTANCE OF 6.00 FEET;
THENCE SOUTH 45°08'46" EAST, A DISTANCE OF 17.70 FEET;
THENCE SOUTH 44°51'14" WEST, A DISTANCE OF 130.08 FEET TO THE POINT OF BEGINNING.
SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING 2,112 SQUARE FEET, 0.048 ACRES, MORE OR LESS.

Together with:

A PORTION OF TRACT 42 OF TARTAN COCONUT CREEK PHASE III, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 116, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 42;
THENCE SOUTH 89°56'36" WEST ALONG THE NORTH LINE OF SAID TRACT 42 (AS A BASIS OF BEARINGS), A DISTANCE OF 483.08 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 44°29'32" WEST, A DISTANCE OF 35.88 FEET;
THENCE NORTH 41°29'32" EAST, A DISTANCE OF 6.00 FEET;
THENCE SOUTH 45°08'06" WEST, A DISTANCE OF 15.78 FEET;
THENCE SOUTH 44°51'14" EAST, A DISTANCE OF 8.44 FEET;
THENCE SOUTH 38°56'22" EAST, A DISTANCE OF 276.04 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NW 22ND STREET;
THENCE NORTH 4°04'51" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 17.84 FEET;
THENCE NORTH 38°56'02" WEST, A DISTANCE OF 268.11 FEET;
THENCE NORTH 44°29'12" WEST, A DISTANCE OF 82.08 FEET;
THENCE NORTH 48°30'00" EAST, A DISTANCE OF 37.41 FEET;
THENCE SOUTH 41°09'30" EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.
SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING 4,445 SQUARE FEET, 0.101 ACRES, MORE OR LESS.

OWNER Site I.D.: Government Center
SITE MANAGEMENT I.D. FLCOC20-4
TENANT Site I.D. AT&T COCONUT CREEK SW / /FA #: #12974745

EXHIBIT "D"

to the Agreement dated December 3, 2020, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

TENANT EQUIPMENT LISTING

TOWER-MOUNTED EQUIPMENT

Number of Antenna(s) - Types and Models:

Antennas -

Nine (9) Kathrein 800372965 (3 per sector on antenna mount)
Six (6) 7/8" power cables

RRU's – (6 per sector – mounted back to back behind antennas)

Three (3) RRUS 4415 B30
Three (3) RRUS 4449 B5/B12
Three (3) RRUS 8843 B2/B66A
Three (3) RRUS 4478 B14
Three (3) DC6-48-60-18-8C-EV (1 per sector)
Three (3) 3/8" Fiber Cables

Mount Type:

(1) Platform with handrail

GROUND-MOUNTED EQUIPMENT

Please refer to Compound Plan Drawing attached as "Exhibit B"

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

Transmit frequencies: TX: 869.04-879.99, 890.01-891.48, 1982.5-1990, 1965-1970, 1970-1975, 1975-1982.5, 734-746, 2315-2320, 2345-2350, 758-768

Receive frequencies: RX: 824.04-834.99, 845.01-846.48, 1902.5-1910, 1885-1890, 1890-1895, 1895-1902.5, 704-716, 2315-2320, 2345-2350, 788-798 / Band 14



NEW CINGULAR WIRELESS PCS, LLC

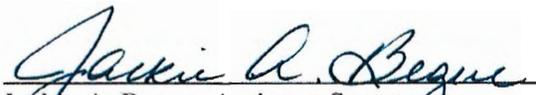
ASSISTANT SECRETARY'S CERTIFICATE

I, Jackie A. Begue, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. The Schedule of Authorizations for Affiliates of AT&T Inc. (the "Schedule") has been duly adopted by the Company, and said Schedule remains in full force and effect on the date hereof.
2. Section 5.1 of the Company's Limited Liability Company Operating Agreement as amended on August 29, 2007 designates AT&T Mobility Corporation as the Manager (the "Manager") of the Company, and AT&T Mobility Corporation remains the Manager of the Company on the date hereof.
3. The Manager of the Company has the authority under Section 5.6 of the Company's Limited Liability Company Operating Agreement to manage all of the business affairs of the Company.
4. Section 5.15 of the Company's Limited Liability Company Operating Agreement states as follows:

"Any person or entity dealing with the Company may rely on a certificate signed by the Manager or officer on any document purporting to bind the Company shall constitute exclusive evidence to third parties of the authority of such person to execute such document on behalf of the Company and so bind the Company."
5. John F. Heggy, Area Manager Network Engineering, is authorized and empowered, under the Schedule and by the Manager of the Company, to execute and deliver in the name of and on behalf of the Company that certain Lease Agreement between the City of Coconut Creek, Florida and the Company; Site Management I.D.: FLCOC20-4; Tenant Site I.D.: AT&T COCONUT CREEK SW.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 18th day of November, 2020.


Jackie A. Begue, Assistant Secretary