

EQUIPMENT TRANSFER AGREEMENT

This EQUIPMENT TRANSFER AGREEMENT (this “**Agreement**”) is made and entered into as of the date of the last party to execute this Agreement (the “**Effective Date**”), by **Sprint Spectrum Realty Company, LLC**, a Delaware limited liability company (formerly limited partnership), successor in interest to Sprint Spectrum LP, successor in interest to Nextel South Corp., a Georgia corporation, authorized and doing business in Florida, with a mailing address of 6200 Sprint Parkway, Mailstop: HF0202-2BDTX, Overland Park, KS 66251 (“**Transferor**”), in favor of **City of Coconut Creek**, a municipal corporation (“**Transferee**”). Transferor and Transferee shall individually be referred to as a “Party” and collectively as the “Parties”.

WHEREAS, Nextel South Corp. (as predecessor in interest to Transferor) and Transferee entered into a Lease Agreement dated August 27, 1998, as may have been amended (collectively, the “**Lease**”) for Transferor to utilize certain portions of **5555 Regency Lakes Boulevard, Coconut Creek, FL 33063** (the “**Property**”);

WHEREAS, a Notice of Non-Renewal was sent to Transferee on November 15, 2021, stating that the Lease would expire effective August 27, 2022 (“**Lease Expiration Date**”), and the Parties agree that no further notice is required to evidence the end of Transferor’s tenancy, however, Transferor has not vacated the premises and currently has a holdover tenancy;

WHEREAS, to facilitate Transferor’s efforts to vacate the premises, the Parties further agree that title to the Transferred Personal Property (as defined below) shall pass to Transferee on the Effective Date (as defined below) and the Transferred Personal Property shall not be removed by Transferor;

WHEREAS, all Rent under the Lease (Holdover) shall cease effective upon completion of the Transferor’s Surrender Work (as defined below);

WHEREAS, this Agreement specifically relates to the Transferred Personal Property and Surrender Work, and does not affect, amend, or limit any other rights or obligations of the Parties under the Lease.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Equipment and Surrender Obligations.

Exhibit "A"

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- a) **Surrender Obligations and Transfer of Personal Property Title.** Transferee agrees that Transferor shall surrender the Property in an “*as-is*” condition. Transferor shall leave, convey, transfer, and assign all equipment, leasehold improvements, and related items installed on the Property listed in “**Exhibit A**” (known as the “**Transferred Personal Property**”) pursuant to Section 2.08 of the Lease Agreement. Transferor shall also provide to Transferee a Bill of Sale (in the legally-approved form that is attached hereto as “**Exhibit C**”) to be executed and delivered to Transferee upon execution of this Agreement, to transfer ownership of the enclosed shelter, including its foundation, and Transferee’s personal property which is required to remain upon the premises. Transferee accepts the Transferred Personal Property on an “*as is*” basis. Equipment specified on “**Exhibit A**” will remain upon the Property, and Transferor shall remove all other equipment and improvements clearly marked for removal upon the site drawings attached hereto and incorporated herein as “**Exhibit B**” (generally referred to herein as “**Transferor’s Surrender Work**”).
- b) **Cooperation and Access.** Transferee agrees to cooperate with Transferor regarding any necessary actions, including obtaining any required permits or other approvals. Transferor shall have the right of access to the Property at no additional cost, on a twenty-four (24) hours a day, seven (7) days per week basis, consistent with access provided in the Lease Agreement; however, Transferor’s Surrender Work schedule shall be coordinated and approved in advance by City staff to ensure that there will not be any coordination issues with city park activities. Transferor’s Surrender Work shall be completed within ninety (90) days of the full execution of this Agreement. Transferor shall ensure that during the removal of its Equipment, as depicted on “**Exhibit B,**” that the Transferee’s Equipment shall remain on the Property and the parties shall coordinate to ensure that Transferee’s Equipment remains operational during the Transferor’s Surrender Work.
- c) **Lump Sum Payment.** In addition to the payment of Rent through the completion of the Transferor’s Surrender Work, Transferor shall forward to Transferee a lump sum payment in the amount of Ten Thousand and 00/100 Dollars (**\$10,000.00**) (the “**Lump Sum Payment**”), within thirty (30) calendar days of execution of this Agreement, in consideration of Transferee’s remaining work to restore the Property following Transferor’s departure.
- d) **Mutual Release.** Upon full completion of obligations hereunder, Transferor and Transferee release and waive any known claims against the other Party and such Party’s successors, assigns, parent, subsidiaries and affiliates, arising out of the Transferor’s Surrender Work.

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2. **Covenants of Transferor.** Transferor hereby covenants with, and represents and warrants to, Transferee that, as of the Effective Date:

- a. Transferor is lawfully seized and possessed of the Transferred Personal Property;
- b. Transferor has the right to sell, transfer and convey the Transferred Personal Property to Transferee;
- c. The Transferred Personal Property at the Site is, and shall be transferred to Transferee, free and clear of all security interests, liens, and other encumbrances of any type or description.
- d. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TRANSFEROR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **Miscellaneous.**

- a. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the transfer of the Transferred Personal Property and other matters contained herein, and this Agreement contains the sole and entire understanding and agreement between the Parties with respect thereto. In the event of any inconsistency or conflict between the terms and provisions of this Agreement and the Lease, this Agreement shall control.
- b. The Parties agree to use reasonable commercial efforts to execute and deliver such additional documents reasonably necessary or advisable to more fully implement or evidence the transactions contemplated by this Agreement. However, notwithstanding the above, Transferor specifically agrees to provide to Transferee a "Termination of Memorandum of Agreement" (in the legally-approved form that is attached hereto as "Exhibit D") to be executed and delivered to Transferee upon execution of this Agreement, to memorialize the rescission and termination of: (i) the Memorandum of Agreement dated August 27, 1998 and recorded November 3, 1998 in Official Records Book 28964 at Page 1437 of the Public Records of Broward County, Florida encumbering the Property; and (ii) the Memorandum of Agreement dated October 16, 2006 and recorded January 10, 2007 in Official Records Book 43412 at Page 1292 of the Public Records of Broward County, Florida.
- c. If any provision of this Agreement is unlawful or unenforceable under applicable law, the other provisions and the unlawful or unenforceable provision shall remain in effect to the extent permitted under applicable law. This Agreement shall be binding upon the Parties and their respective successors and assigns. This Agreement shall be governed by and construed and enforced in accordance with the internal substantive

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laws of Florida, regardless of conflict of law principles. The use of the word "or" herein is not exclusive. The recitals set forth in the preamble of this Agreement are hereby incorporated into this Agreement as if fully set forth herein. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. Any claim, objection or disputes arising out of the terms of this Agreement shall be litigated exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida, and any matters for federal review exclusively in the United States District Court for the Southern District of Florida, located in Broward County, Florida.

- d. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Signed electronic copies of this Agreement (including signatures provided by PDF or DocuSign) shall be legally binding and deemed as originals.
- e. The signatories represent and warrant that he or she is duly authorized to execute this Agreement on behalf of their respective Party.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties and is effective on the date of the last Party to sign this Agreement, as evidenced below:

Transferor:

Sprint Spectrum Realty Company, LLC,
a Delaware limited liability company

By: 

Name: Mark Bishop

Title: Director

Date: 12/21/2023

Transferee:

City of Coconut Creek,
a municipal corporation

By: _____

Name: Karen M. Brooks

Title: City Manager

Date: _____

ATTEST:

Joseph J. Kavanagh, City Clerk

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney

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“EXHIBIT A” Transferred Personal Property

The following equipment/Facilities will be left in place and become part of the property being transferred to the Transferee/Lessor by way of this Agreement:

- 1. Shelter/Foundation – 10’ x 20’;**
- 2. Power Panel;**
- 3. Electric Meter;**
- 4. HVAC;**
- 5. Tower Platform and Mast Pipes at 120 feet (City has equipment on platform to be left on platform);**
- 6. One Cable Support Bridge Connecting Tower to Shelter; and**
- 7. Leave all associated city equipment and backhaul.**

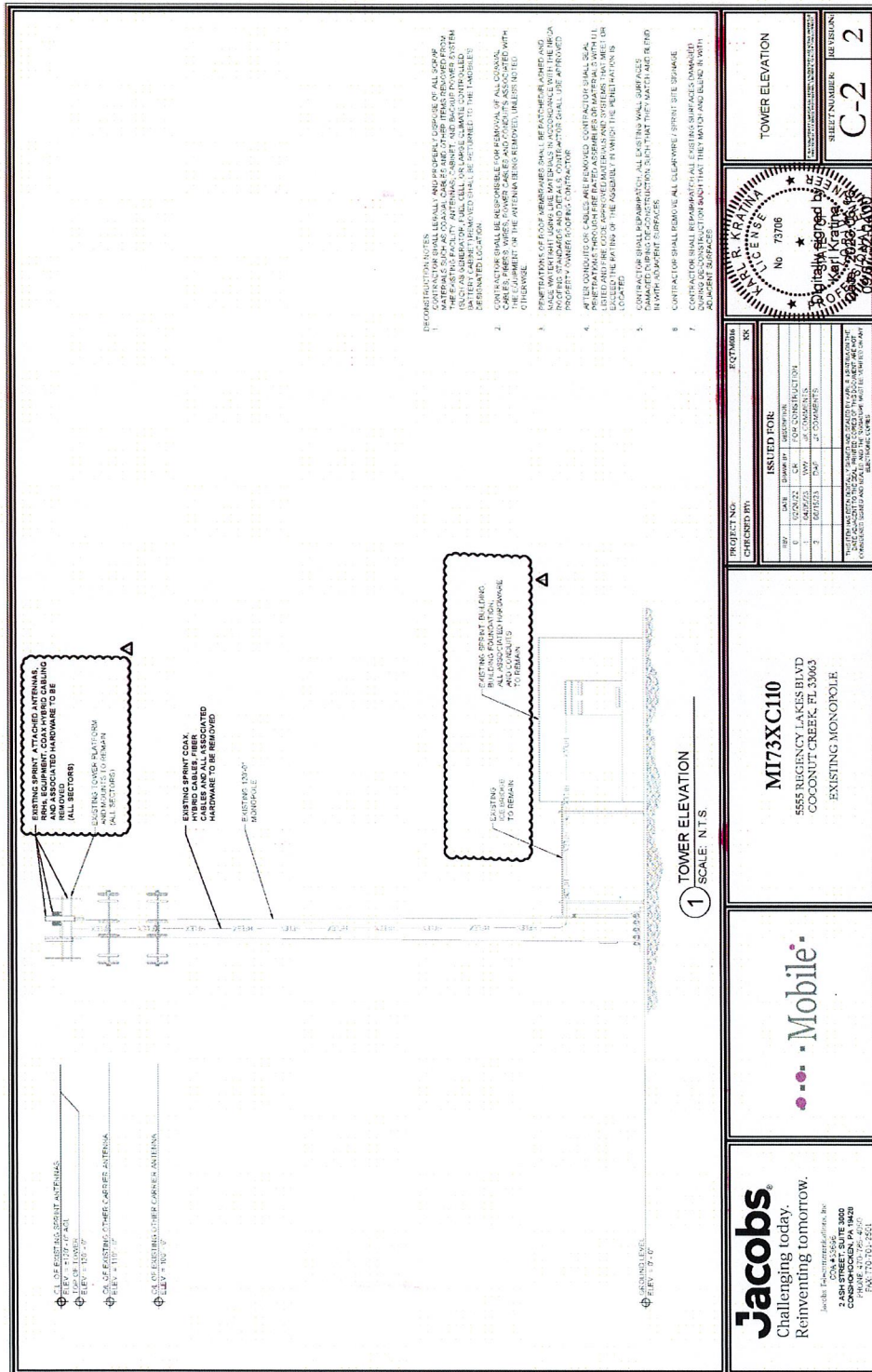
Site Address: 5555 Regency Lakes Boulevard, Coconut Creek, FL 33063

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Lease ID: MI73XC110-B-001

“EXHIBIT B”

Site Drawings (6/15/23) Page 2 of 2



PROJECT NO.	MI73XC110
ISSUED FOR:	FOR CONSTRUCTION
DATE	06/15/23
BY	JACOBSON
DATE	06/15/23
BY	JACOBSON
DATE	06/15/23
BY	JACOBSON



TOWER ELEVATION	MI73XC110
5555 REGENCY LAKES BLVD	
COCONUT CREEK, FL 33463	
EXISTING MONOPOLE	



Jacobs
 Challenging today.
 Reinventing tomorrow.

Jacobs Infrastructure Services, Inc.
 245H STREET, SUITE 3000
 CONROCK, PA 15420
 TEL: 717-761-2501
 FAX: 717-761-2501

Exhibit "A"

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"Exhibit C"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, having its principal place of business and address at 6200 Sprint Parkway, Mailstop: HF0202-2BDTX, Overland Park, KS 66251 ("Grantor"), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, lawful money of the United States, to them paid by CITY OF COCONUT CREEK, a municipal corporation, with its offices located at 4800 West Copans Road, Coconut Creek, FL 33063 ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said Grantee, and its successors and assigns, the right, title and interest in the following goods and chattels located at 5555 Regency Lakes Blvd, Coconut Creek, FL (the "Equipment"):

1. Shelter/Foundation – 10' x 20';
2. Power Panel;
3. Electric Meter;
4. HVAC;
5. Tower Platform and Mast Pipes at 120 feet (Transferee has equipment on platform to be left on platform); and
6. One Cable Support Bridge Connecting Tower to Shelter.

The Equipment herein conveyed, is being conveyed by the Grantor "AS IS" and without any warranty or representation regarding the suitability of the Equipment for any particular purpose of use.

Grantor is not conveying to Grantee any right, title or interest in or to Grantor's equipment cabinets, antennas and coaxial cables which are being removed from the subject property ("Grantor's Equipment"), and which are Grantor's personal property and not fixtures, and Grantor, at its sole cost and expense, shall remove such equipment cabinets, antennas and coaxial

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cables from the subject property pursuant to the Equipment Transfer Agreement dated even date herewith.

AND Grantor, its successors and assigns, covenants to and with the Grantee that Grantor is the lawful owner of the Equipment, more specifically described herein, free and clear of all encumbrances, and Grantor will warrant and defend the sale of said property against the claims and demands of all other persons whatsoever.

TO HAVE AND TO HOLD the Equipment, subject only to the aforesaid, unto the Grantee, its successors and assigns, forever.

[Signatures to follow]

Exhibit "A"

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IN WITNESS WHEREOF, the Grantor hereto has caused this Bill of Sale to be executed in its name, and its corporate seal to be affixed (when applicable), by its appropriate officers thereunto duly authorized on this _____ day of _____, 2023.

GRANTOR:

Sprint Spectrum Realty Company, LLC,
a Delaware limited liability company

ATTEST:

_____- Secretary

by: _____,
_____- Title
_____- Print Name

Witness 1:

(Print/type/stamp name of witness)

Witness 2:

(Print/type/stamp name of witness)

Acknowledgement

STATE OF _____

COUNTY OF _____

THE FOREGOING BILL OF SALE was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023 by _____ (name), _____ (title), of _____ (name of Sprint Spectrum Realty Company, LLC, a Delaware limited liability company. He/she is personally known to me or has produced _____ (type of ID), as identification.

Notary Public-State of

(Print/type/stamp name of Notary Public)

"EXHIBIT D"

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:
Sprint Spectrum Realty Company, LLC
6200 Sprint Parkway, Mailstop: HF0202-2BDTX
Overland Park, KS 66251**

TERMINATION OF MEMORANDUM OF AGREEMENT

This Termination of MEMORANDUM OF AGREEMENT ("Termination") is executed this _____, 2023, by Sprint Spectrum Realty Company, LLC, a Delaware limited liability company (formerly limited partnership), successor in interest to Sprint Spectrum LP, successor in interest to Nextel South Corp., a Georgia corporation, authorized and doing business in Florida, with a mailing address of 6200 Sprint Parkway, Mailstop: HF0202-2BDTX, Overland Park, KS 66251 (hereinafter referred to as "**Tenant**") and the City of Coconut Creek, a municipal corporation, with a mailing address of 4800 West Copans Road, Coconut Creek, FL 33063 (hereinafter referred to as "**CITY**" or "**OWNER**").

1. Tenant's predecessor in interest entered into a Communications Site Lease Agreement (the "**Agreement**") with the CITY dated August 27, 1998 ("**Effective Date**") for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements on certain property owned by CITY and as described on "Exhibit A" hereto. All of the foregoing is set forth in the Agreement.

2. In connection with the Agreement, the CITY and Tenant executed a Memorandum of Agreement (the "First MOA") dated August 27, 1998 and recorded November 3, 1998 in Official Records Book 28964 at Page 1437 of the Public Records of Broward County, Florida and the CITY and Tenant executed a subsequent Memorandum of Agreement (the "Second MOA") dated October 16, 2006 and recorded January 10, 2007 in Official Records Book 43412 at Page 1292 of the Public Records of Broward County, Florida.

3. WHEREAS, the Agreement (including, but not limited to, all renewal options), has terminated effective August 27, 2022.

4. WHEREAS, this Termination is entered into for the purpose of setting forth upon the public record that the Agreement is terminated and null and void and the First MOA and Second MOA are of no further force and effect.

[Signatures appear on the following page.]

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In witness whereof, the parties have executed this Termination of Memorandum of Agreement as of the day and year first written above.

OWNER/LANDLORD:

The City of Coconut Creek,
a municipal corporation
4800 West Copans Road
Coconut Creek, FL 33063

By: _____

Name: Joshua Rydell

Title: Mayor

Date: _____

Attest:

City Clerk

Approved as to Legal Form and Sufficiency:

City Attorney

TENANT:

Sprint Spectrum Realty Company, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"

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CORPORATE ACKNOWLEDGEMENT

STATE OF _____:
:SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, by _____, as _____ of Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, to me known to be the person(s) described in and who executed the foregoing instrument, or produced _____ as a form of identification.

WITNESS my hand and official seal this _____ day of _____, 2023.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

STATE OF _____:
:SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, by Joshua Rydell as Mayor, for City of Coconut Creek a municipal corporation, to me known to be the person(s) described in and who executed the foregoing instrument, or produced _____ as a form of identification.

WITNESS my hand and official seal this _____ day of _____, 2023.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

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"EXHIBIT A" Property Legal Description

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.