

## SPACE LEASE AGREEMENT

THIS SPACE LEASE AGREEMENT made and entered into as of the 8<sup>th</sup> day of April, 1999, between the CITY OF COCONUT CREEK, with a principal place of business at 4800 West Copans Road, Coconut Creek, Florida 33063 ("Landlord"), and AT&T Wireless Services of Florida, Inc. with a principal place of business at P.O. Box 24703, West Palm Beach, Florida, 33416-4703 ("TENANT").

### WITNESS:

A. Landlord owns a certain tract of land, with improvements thereon, in Lakeside Park (the "Site").

B. Landlord owns a tower on the Site for the transmission and reception of transmit and receive frequency signals (the "Tower").

C. TENANT desires to lease space on the Tower for installation and maintenance of certain equipment in conjunction with business activities conducted by TENANT.

### LANDLORD AND TENANT AGREE AS FOLLOWS:

#### ARTICLE I SPACE LEASED

Section 1.01. **TENANT's Space:** Landlord leases to TENANT the space, designated by Landlord, at the approximate foot level of the Tower as depicted on Exhibit A (the "Space"), for installation and maintenance by TENANT of equipment of the type listed or described on Exhibit A for broadcast operations including *only* those frequencies listed on Exhibit A or such other frequencies as may be approved by Landlord in writing.

#### ARTICLE II TERM

Section 2.01. **Initial Term:** The term of this Agreement shall be ten (10) years commencing upon the first to occur: (i) thirty (30) days after the issuance of a building permit for the commencement of installation by TENANT, or (ii) three (3) months from the date of execution of this Agreement by both TENANT and CITY ("Commencement Date") or as amended by mutual agreement by both parties and terminating on the tenth (10<sup>th</sup>) anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Section 7.

Section 2.02. **Renewal Term:** This Lease shall automatically renew for successive renewal terms of four (4) successive renewal terms of five (5) years each thereafter (the "Renewal Terms"), unless at least sixty (60) days prior to the expiration of the Initial Term, either party shall have given the other party written notice of termination.

Section 2.03. **Holdover by TENANT:** If, after termination or expiration of this Lease, TENANT shall hold over and remain in possession of the Space or any part thereof, TENANT shall be deemed a TENANT at sufferance, subject to the provision of this Lease. The rent payable during any holdover period shall be one hundred fifty percent (150%) of the rent in effect immediately preceding termination or expiration.

### ARTICLE III

#### RENT

**Section 3.01. Payment of Rent:** TENANT shall pay Landlord, as rent, for the Space the amounts set forth on Exhibit B, together with any State, County or local taxes applicable, at the office of the Landlord. Rent shall be paid in monthly installments in advance, without prior notice or invoice by Landlord, on or before the first day of each month and without offset or deduction. Within fifteen (15) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay to CITY as rent Twenty Four Thousand and 00/100 Dollars (\$24,000.00) per year payable monthly ("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 CITY at the address specified herein. Rent shall be increased by four (4%) percent annually, which shall be cumulative.

**Section 3.02. Late Charges:** If any installment of rent is not paid within ten (10) days after the due date, or if any additional rent is not paid when due, TENANT shall pay a late charge equal to one and one-half percent (1 1/2%) of the amount of the outstanding balance due to Landlord. Late charges will be payable by TENANT on the first day of each succeeding month on all outstanding amounts, including previously assessed late charges. Late charge assessments shall be in addition to Landlord's other remedies under this Lease.

TENANT is requesting a due diligence period to determine if the Site is suitable for TENANT intended use. Accordingly, we are requesting the following provision be added:

**Section 3.03 Due Diligence Period:** For sixty (60) days after the date upon which this Lease is fully executed by both parties (the "Due Diligence Period"), TENANT and its representatives shall have the right to enter upon the property to conduct geological or engineering tests, apply for and obtain applicable governmental permits and approvals and otherwise to do those things on or off the Site that, in the opinion of TENANT, are necessary to determine the feasibility or suitability of the Site for TENANT's intended use, all at TENANT's expense. Landlord shall cooperate with TENANT, at no cost to Landlord, in connection with obtaining any governmental approvals and permits required to use the Site for TENANT's intended use and shall execute such documentation required in connection with the same. TENANT shall not be liable to Landlord or any third party on account of any pre-existing defect or condition with respect to the Site, whether or not such defect or condition is disclosed by TENANT's inspection. If, in the sole opinion of TENANT, the Site is not suitable for TENANT's intended use, or TENANT determines that the operation of a communication facility on or within the Site would not be in TENANT's best interest, TENANT shall have the right at any time prior to the expiration of the Due Diligence Period to terminate this Lease by sending written notice of termination to Landlord. Thereafter, neither Landlord nor TENANT shall have any further obligation or liability under this Lease except as otherwise provided herein.

### ARTICLE IV

#### USE OF SPACE BY TENANT

**Section 4.01. Prior Installations:** "Pre-Existing TENANTS" shall be defined as those frequencies of all TENANTS having the right to broadcast and/or receive a signal from the Tower under existing leases or lease commitments ("Pre-Existing TENANTS"). On TENANT's behalf, Landlord has used its best efforts to provide TENANT with a list of all Pre-Existing TENANTS and their frequencies to allow TENANT to evaluate the potential for interference, but Landlord has assumed no responsibility whatsoever in connection with this evaluation. TENANT agrees

that Pre-Existing TENANTs shall have prior rights on the Tower, and in the event that TENANT's signal is incompatible with or causes interference to the signal of any Pre-Existing TENANT, then TENANT shall be solely obligated to effect necessary modifications to eliminate the interference or incompatibility. In the event TENANT does not promptly, and at its sole expense, correct the condition resulting in interference, Landlord may, upon giving forty-eight (48) hours prior written, fax or telephone notice to TENANT, turn off the electrical power to TENANT's equipment until the condition resulting in interference is corrected. In the event that such interference cannot be corrected within a reasonable period of time, the parties recognize that it is in their mutual interests to cancel this Lease, and such cancellation shall become effective upon thirty (30) days written notice by Landlord to TENANT. The provisions of this Section 4.01 shall not apply to modifications in the broadcast operations of a Pre-Existing TENANT which are initiated on or after the date on which TENANT first begins its broadcast operations on the Tower, in which event the resolution of any resulting interference or incompatibility will be governed solely by the provisions of Article V of this Lease.

**Section 4.02. No warranty or Representation by Landlord:** NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE BY LANDLORD WITH RESPECT TO THE SUITABILITY OF THE TOWER AND RELATED FACILITIES FOR TENANT'S RADIO FREQUENCY OPERATIONS AND TENANT'S INTENDED USE THEREOF.

**Section 4.03. TENANT's Installation and Maintenance:** All installation, construction, maintenance, repair, removal or relocation, except routine maintenance, of any of TENANT's equipment on the Space (hereinafter referred to as "TENANT's Work") shall require the prior written approval of Landlord, which approval shall not be unreasonably withheld. Both Landlord and TENANT acknowledge and agree that upon the full execution of this Lease, the plans and specifications for TENANT's communication facility as more particularly described on Exhibit "....", shall be deemed approved and accepted by Landlord. Landlord shall not be obligated to approve any TENANT's Work, which, when considered with all other equipment installed on the Tower, will cause the permitted windload for the Tower to be exceeded. Request for any approval shall be in writing and furnished to Landlord at least ten (10) days prior to the proposed work, provided that repairs of an emergency nature may be requested by phone, fax or in person to Landlord's Site Engineer. Such requests shall state, with reasonable precision, the type of equipment to be worked on, the manner and time of the work to be performed, and the precautions to be taken to avoid interference with the equipment, activities, or operations of others. All TENANT's Work shall be performed in accordance with Good Engineering Practices and shall not interfere with the quiet and uninterrupted use and occupancy of the Site or the Tower by other TENANTs. Landlord shall have no responsibility for any TENANT's Work. TENANT shall promptly notify Landlord in writing upon completion of any TENANT's Work; and at any time thereafter, Landlord shall have the right, but not the obligation, to inspect the TENANT's Work to assure that it has been performed as required herein, and meets the requirements of Exhibit A hereto. If Landlord shall determine that the TENANT's Work has not been so performed, or does not conform with such requirements, TENANT shall remove and correct such work to the extent and in the manner required by Landlord. Upon TENANT's failure to do so within fifteen (15) days of written notification by Landlord, Landlord may remove and correct such work, and TENANT shall reimburse Landlord for all costs and expenses upon receipt of invoice.

**Section 4.04. Access:** TENANT shall have a twenty-four (24) hour, seven (7) day, right of access to the Tower from and open and improved public road for inspection, repair, maintenance and replacement of its equipment; provided, however, that such access and activities shall not interfere with the use of the Tower by Landlord or any TENANTs or users. TENANT's

right of access may be exercised only by a full-time employee or an authorized agent of TENANT. Landlord shall have a right of access, at all reasonable times, for examination, inspection, emergency repair or replacement of any of TENANT's equipment located in the Space; provided, however, that Landlord shall use reasonable efforts to avoid interfering with the use of the Tower by TENANT. TENANT shall provide Landlord duplicates of any keys necessary to permit access to TENANT's equipment.

**Section 4.05. TENANT's Equipment:** The equipment installed by TENANT shall be and remain the property of TENANT. TENANT shall keep all of its equipment in safe condition at all times and in compliance with all applicable statutes, rules, regulations, orders, directives of any governmental body and other standards pertaining thereto and pertaining to the Space. TENANT, at its own cost and expense, shall obtain and maintain in effect any and all permits, licenses and approvals that may be required with respect to TENANT's equipment, activities or operations by each governmental authority having jurisdiction. Upon termination of this Lease, any equipment not removed by TENANT within thirty (30) days after termination shall be deemed abandoned and shall become the property of Landlord.

**Section 4.06. Limitations on TENANT's Usage:** TENANT shall use the Space exclusively for its radio frequency receiving and transmission activities on the frequencies described on Exhibit A. TENANT shall not maintain or permit any nuisance or unsafe condition on the Site, the tower or the Space.

**Section 4.07. Taxes and Liens:** TENANT shall pay all taxes imposed upon, or assessed with respect to TENANT's equipment, and shall indemnify and hold Landlord harmless from any tax liability, interest or penalties arising out of TENANT's occupation or use of the Space. TENANT shall not allow any lien or encumbrance to be placed against the Site or the Tower. Upon the occurrence and continuation of a violation by TENANT under the provisions of this Section, Landlord, on seven (7) days written notice to TENANT, shall have the right to pay any such tax, lien or encumbrance, and any amounts so paid by Landlord, together with any reasonable expenses, including attorney fees, incurred by Landlord in connection therewith shall be reimbursed by TENANT upon receipt of invoice.

**Section 4.08. Utilities:** TENANT shall be responsible for furnishing and paying for all telephone services and for the cost of all electricity used by TENANT. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Site in order for the utility company to provide service to TENANT.

## **ARTICLE V** **INTERFERENCE**

**Section 5.01. Interference by TENANT:** Landlord has granted and intends to grant to other TENANTs facilities and/or rights which are similar to those granted herein to TENANT. TENANT shall conduct its activities in accordance with sound electric and engineering practices and will cooperate with other TENANT's and potential TENANTs so as to anticipate and prevent "Interference" (as hereinafter defined). In order to enable TENANT to coordinate the operation of its communications facilities with other wireless facilities, prior to allowing the installation of additional wireless facilities, the Landlord will notify TENANT and require such other wireless carrier to coordinate its installation and operation with TENANT to minimize the opportunity of interference. If any engineering report is submitted to or obtained by Landlord concluding that TENANT's radio frequency activities are causing Interference to any TENANT, then TENANT shall promptly, and at its sole expense, correct the condition causing such Interference. In the

event TENANT does not promptly correct such condition, Landlord may, after proper notice and opportunity to cure, turn off the electrical power to TENANT's equipment until the condition causing Interference is corrected, or the TENANT establishes to Landlord's satisfaction that TENANT's equipment is not the cause of such Interference.

**Section 5.02. Interference to TENANT:** Upon determination by Landlord that any other TENANT on the Tower is causing Interference with TENANT's radio frequency activities and, except as otherwise provided in Section 4.01 above, Landlord will use its best efforts to cause the other TENANT to promptly correct the condition causing the Interference.

**Section 5.03. Interference Defined:** As used herein "Interference" with a radio frequency activity shall mean a condition existing which constitutes Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the FCC then in effect.

**Section 5.04. Dispute as to Interference:** Any dispute as to whether Interference is being caused, or as to who is causing Interference, which remains unresolved for longer than seven (7) calendar days shall be submitted to a consulting electronic engineer who is not retained or otherwise employed by Landlord or any other TENANT whose antenna is located on the Tower, and the determination of the consulting electronic engineer shall be final and binding on all parties. The consulting engineer shall be jointly selected by an engineering firm selected by Landlord, and by an engineering firm selected by TENANT parties determined to be responsible for causing the Interference. If it is determined that all parties are equally responsible for the Interference, the expense of the consulting engineer shall be shared equally by the parties as determined to be responsible for causing the Interference.

**Section 5.05. Consolidation of Disputes:** Any dispute submitted for determination by the consulting electronic engineer selected in accordance with the provisions of Section 5.04 may, at the instance of Landlord or TENANT, be consolidated with any other related dispute between Landlord and any other TENANT, for determination by such consulting engineer. No proceeding for determination of any such disputes by the consulting electronic engineer shall include, by consolidation, joinder or any other method, parties other than Landlord and any one or more TENANTS of locations on the Tower or in the transmitter building on the Site. Any TENANT of Landlord on the Tower or in the transmitter building which is substantially involved in a common question of fact or law before the consulting electronic engineer whose presence is required if complete and effective relief is to be achieved by all TENANTS and by Landlord as affected, may, at the instance of Landlord or TENANT, be joined as a party to the dispute. If requested to do so, TENANT agrees to join in any proceeding initiated by another TENANT on the Tower pursuant to similar provisions of any lease between Landlord and such other TENANT. The decision of the selected consulting electronic engineer determining the dispute shall be final and binding upon all parties which shall have been joined in the dispute to the provisions of this Section 5.05.

## **ARTICLE VI**

### **REPAIRS AND MAINTENANCE**

**Section 6.01. Repairs or Modifications by Landlord:** TENANT shall reimburse Landlord, upon receipt of invoice, for all costs incurred by Landlord in connection with or resulting from: (A) repairs or modifications made by Landlord if the need for such repairs or modifications is caused by, (i) the negligence of TENANT, its agent, servants, employees, contractors or invitees, (ii) any defect or malfunction in or problem with TENANT's equipment

or any attachments thereto, or (iii) any safety regulation, order, directive or standard relating to or caused by TENANT's equipment or any attachment thereto; (B) any change or improvements requested by TENANT which Landlord, in its discretion, may agree to perform; (C) any violation or breach of any provision of this Lease by TENANT or anyone acting for TENANT; or (D) actions or repairs performed by Landlord pursuant to Sections 6.02 or 6.03 below. Landlord shall have the right, but not the obligation, to undertake any such repairs or modifications after prior notice to TENANT and opportunity to cure has expired.

**Section 6.02. Emergency Action by Landlord:** If circumstances occur, or threaten to occur, from which Landlord 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 will exist, before agents of TENANT can be advised and respond, Landlord, 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 Landlord's discretion, may appear necessary, with respect to the property of TENANT, without any liability on the part of Landlord for any damage that such action may cause.

**Section 6.03. Non-Emergency Repairs:** In the event of need for repair or maintenance of the Tower, or of the equipment of TENANT, which, in the discretion of Landlord, is of an emergency nature, then Landlord shall have the right, upon ten (10) days' notification to TENANT, to undertake such repair or maintenance or to require TENANT to do so, if related to TENANT's equipment. Landlord and TENANT agree to try to coordinate their activities so as to minimize any interruption that may be caused to TENANT's radio frequency activities or to the radio frequency or operational activities of any other TENANTS.

**Section 6.04. Tower Maintenance:** During the term of this Lease, Landlord will maintain the Tower so as to comply with existing rules and regulations imposed upon Landlord by any governmental authority having jurisdiction over its operation and make any repairs and modifications reasonably necessary to maintain the Tower in good condition and in compliance with Good Engineering Practices. In the performance of its obligation to maintain and repair the Tower and to allow other TENANTS to install, remove, relocate, maintain and repair their equipment, it may be necessary from time to time for Landlord to request that TENANT temporarily cease transmission and broadcasting activities, to turn off electrical power and/or to make other adjustments to its equipment and operations. Landlord agrees to schedule such work, so far as reasonably possible, from 1:00 AM to 5:00 PM, and Landlord will not cause any temporary interruption of TENANT's transmission and broadcast activities under this provision unless such interruptions is required by and consistent with Good Engineering Practices. TENANT agrees to cooperate with Landlord and comply with and honor Landlord's reasonable request for temporary cessation of radio frequency activities, to turn off its electrical power and/or make other adjustments to its equipment or operation as necessary to allow orderly performance in carrying out such work, unless such interruption is required by and consistent with Good Engineering Practices. TENANT agrees to cooperate with Landlord and comply with and honor Landlord's reasonable request for temporary cessation of radio frequency activities, to turn off its electrical power and/or make other adjustments to its equipment or operation as necessary to allow orderly performance in carrying out such work. In such event, Landlord shall permit TENANT to install an approved temporary facility necessary to keep its communications facility operational. Said approval from the Landlord shall be in writing and not be unreasonably withheld.

**Section 6.05. TENANT's RIGHT TO RELOCATE:** TENANT shall have the option to adjust its antennae elevation and to relocate any or all of TENANT's equipment on the

Tower at any time during the Term or any Renewal Term of the Lease. Before any such adjustment or relocation, TENANT shall: (i) notify Landlord in writing of its desire to relocate; (ii) confirm that space is available on the Tower; (iii) certify that such relocation will not impair the structural integrity of the Tower or interfere with the current use by Landlord or any permitted user at the time of TENANT's request; and (iv) obtain written authorization from the Landlord to confirm items i, ii, and iii have been successfully completed. Said relocation shall be at TENANT sole cost and expense. Upon completion of said relocation, the Lease shall be amended to reflect the new location of TENANT's premises.

## **ARTICLE VII**

### **INDEMNITY AND INSURANCE**

**Section 7.01. Indemnification:** TENANT assumes all risk of and responsibility for, and agrees to indemnify and hold harmless the Landlord, the City Commission, its officers, directors, employees, servants and agents (the "Indemnified Parties") from and against any and all claims, demands, suits and proceedings made or commenced by any party against any of the Indemnified Parties, for loss of expenses including attorneys' fees, life, personal injury, loss or damage to property or other damage caused by: (i) the use of Tower or the Site by TENANT, its agents, servants, employees or invitees; or (ii) the performance by or carrying out by TENANT, its agents, servants, employees or invitees of any of the terms and conditions of this lease; (iii) the failure of TENANT to perform any term, covenant or condition required to be performed by TENANT under this Lease; (iv) any damage or injury that may occur as a result of any unsafe condition, or of any negligent installation or maintenance of equipment of TENANT or any invitee if such condition or installation or maintenance is the responsibility of TENANT under this Lease; or (v) TENANT's failure to comply with any applicable statute, rule, regulation, order of other standard pertaining to the use or installation of equipment of TENANT or any invitee; and in all such events from and against any and all judgments, recoveries, settlements, costs, expenses and losses that may be incurred by the Indemnified Parties as a result of any such claim, demand, suit or proceeding, including but not limited to attorney fees, court costs and expenses incurred in responding to or defending any such claim, demand, suit or proceeding. To the extent allowed by law and subject to the provisions of 768.28FS, Landlord agrees to indemnify and hold TENANT harmless from all claims (including attorneys' fees and costs), arising or alleged to arise from any act or omission of Landlord, its agents, employees, licensees, or independent contractors which occurs during the term of this Lease or alleged to arise from a breach of this Lease by Landlord.

**Section 7.02. Workers Compensation Insurance:** Before commencing any TENANT's Work, TENANT shall procure and thereafter maintain at TENANT's expense, workers' compensation insurance coverage with an insurance company, qualified to do business in the State in which the Tower is located, reasonably acceptable to Landlord, covering all workers or employees employed by TENANT or its contractors or subcontractors. Such insurance must include a minimum of \$100,000 for each occurrence. Prior to the commencement of any such installation, maintenance, work or removal, TENANT shall provide Landlord with a certificate of insurance, which shall contain a provision for thirty (30) days' prior written notice to Landlord of any proposed cancellation, change or nonrenewal.

**Section 7.03. TENANT's Liability Insurance:** TENANT shall procure and maintain, at TENANT's expense, throughout this Lease, a policy of commercial general liability insurance, issued by an insurance company qualified to do business in the State of Florida, and reasonably satisfactory to Landlord, including contract liability coverage, with respect to all of TENANT's operations and activities on Site, including, without limitation, any operations or actions of

TENANT's contractors and the operation of vehicles and equipment. Landlord shall be named as an additional insured and certificate holder in all such policies. TENANT shall provide Landlord's Risk Management Department with a currently effective certificate evidencing such insurance, which shall contain a provision for thirty (30) days' prior written notice to Landlord of any proposed cancellation, reduction in coverage or nonrenewal. This insurance shall afford minimum protection of not less than One Million Dollars (\$1,000,000) combined single limit (personal injury and property damage), per occurrence. TENANT shall also cause any contractors or subcontractors performing any work on the TENANT's equipment and/or making repairs or changes thereto, or otherwise performing work on behalf of the TENANT, to procure comprehensive public liability insurance complying with this Section.

**Section 7.04. Landlord's Right to Procure Liability Insurance:** If TENANT shall fail to procure or maintain the insurance policies required in this Article, or shall fail to cause its contractors or subcontractors to procure and maintain such insurance policies, Landlord may, but it shall not be obligated to, procure and maintain such policies at TENANT's expense. Any amounts paid by Landlord for this insurance shall be reimbursed by TENANT's expense. Any amounts paid by Landlord for this insurance shall be reimbursed by TENANT upon receipt of invoice.

## **ARTICLE VIII**

### **DESTRUCTION OR DAMAGE**

**Section 8.01. Destruction or Damage to Tower:** If the Tower shall, with or without fault of the Landlord, by any cause be totally or partially destroyed or damaged so as to prevent use of the Space by TENANT for a period in excess of 365 days, TENANT may terminate this Lease on written notice to Landlord, in which event, any rent paid by TENANT shall be adjusted between Landlord and TENANT through the date of termination, and upon such termination Landlord shall have no further obligation to TENANT. IN NO EVENT SHALL LANDLORD BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES RESULTING FROM TENANT'S INABILITY TO OPERATE RADIO FREQUENCY EQUIPMENT UNDER ANY CIRCUMSTANCES.

**Section 8.02. Destruction or Damage to TENANT's Equipment:** TENANT shall have the full risk of loss from any and all causes for all of its equipment located or installed in, on or around the Space. Landlord shall have no responsibility and shall not be liable for damage or destruction thereto, or for losses resulting from any such damage or destruction.

**Section 8.03. Acts or Omissions of Other Parties:** Landlord shall not be liable to TENANT or anyone claiming under or through TENANT for any loss or damage caused by the acts or omissions of any other TENANTS or the malfunctioning or interruption of any service, utility, facility or installation supplied by Landlord or any other party, including, but not limited to, the availability of electrical services from public utilities or from any emergency generator.

## **ARTICLE IX**

### **ALTERATIONS OR DISMANTLING REQUIRED BY GOVERNMENTAL AUTHORITIES**

**Section 9.01. Condemnation:** If the Site, the Tower, the Space, or any part or portion thereof, are condemned, or taken, or ordered dismantled, by any governmental authority, agency or entity having the power of eminent domain or condemnation, or other power to order dismantling, so as to make unusable the radio frequency facilities used by TENANT, then this Lease shall terminate from the time possession is taken by the condemning authority, or



dismantling is begun, as the case may be, and TENANT shall have no obligation for the payment of Rent for any period thereafter.

**Section 9.02. Modification of Tower:** Should any governmental authority order or direct Landlord to make any alteration to the Tower which is not the result of changes in regulatory requirements specifically applicable to TENANT's equipment, TENANT's obligation to pay rent shall abate for any period (greater than 24 hours) during which TENANT is prevented from conducting its transmitting and/or receiving activities by reason of the performance of such alterations. Such required alterations shall be made by Landlord as promptly as reasonably possible.

## **ARTICLE X** **ASSIGNMENT OR SUBLET**

**Section 10.01. Assignment by Landlord:** This Lease may be assigned by Landlord at any time. In the event of any transfer of Landlord's interest in this Lease or the Site, the Landlord shall be released from all liability for the performance of any obligations pursuant to this Lease arising after the date of such transfer, it being agreed that from and after said transfer, the transferee shall instead be liable.

**Section 10.02. Assignment or Subletting by TENANT:** TENANT shall not assign or sublease this Lease or any interest therein, and shall not encumber, hypothecate or otherwise give as security, this Lease or any interest therein without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

## **ARTICLE XI** **ADDITIONAL SPACE OR RELOCATIN BY TENANT**

**Section 11.01. Modification of Space or Equipment:** TENANT shall not demolish, remove, add, substitute, relocate or modify any installations, equipment or other improvements located on the Space without the prior written consent of Landlord. Upon request by TENANT, Landlord may, in its sole and absolute discretion, during the initial term or any renewal term hereof, (i) provide space on the Tower to TENANT for placement of additional cabinets or related equipment; (ii) permit TENANT to substitute cabinets or related equipment in lieu of the equipment listed in Exhibit A hereto; or (iii) permit TENANT to relocate the cabinets or related equipment specified in Exhibit A hereto or to locate any substitute equipment permitted by Landlord, all at such rent and upon such other terms and conditions established by Landlord in its sole and absolute discretion. In the event that the parties agree to any such modification, Landlord and TENANT shall execute a written amendment to this Lease in conformity with this Section.

## **ARTICLE XII** **SUBORDINATION AND ESTOPPELS**

**Section 12.01. Subordination:** This Lease is subject and subordinate at all times to the lien of existing and future mortgages on the Site and any improvements thereon. With respect to any such future mortgage, the foregoing subordination shall be subject to the qualification that the holder of such mortgage will not, for so long as TENANT shall not be in default under this Lease, disturb the peaceful, quiet enjoyment of the Space by TENANT. No instrument shall be necessary to effectuate this subordination, but TENANT agrees to execute and deliver such

further instruments subordinating this Lease to the lien of all such mortgages as may be requested from time to time

**Section 12.02. Certificates:** After the commencement of the term of this Lease, from time to time, within fifteen (15) days after written request therefor, TENANT shall deliver to Landlord, or to any mortgagee of Landlord, a certificate stating that: (i) TENANT has entered into occupancy of the Space in accordance with the provisions of this Lease; (ii) that this Lease is in full force and effect; (iii) that Landlord has performed the covenants, agreements or conditions required of Landlord, if such be the case (and if such not be the case, then TENANT shall list those covenants, agreements or conditions not so performed); and (iv) any other information reasonably requested by the Landlord or such mortgagee.

### **ARTICLE XIII**

#### **DEFAULT**

**Section 13.01. Repossession by Landlord:** If TENANT fails to pay any rental or other payment due within ten (10) business days after the due date thereof, or TENANT fails to perform any of the other terms, conditions or covenants of this Lease to be observed or performed by TENANT for more than thirty (30) days after notice of such other default shall be given to TENANT, or if TENANT suffers this Lease to be taken under any writ of execution or otherwise, then Landlord, besides other rights or remedies it may have, shall have the immediate right: (i) to terminate this Lease, or (ii) reenter and attempt to relet without terminating this Lease and in either event, to remove all persons and property from the Space and such property may be removed and stored in a public warehouse or elsewhere at the cost of the TENANT, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

**Section 13.02. Expense Reimbursement:** In addition to any other remedies, Landlord may have at law or in equity and/or under this Lease, TENANT shall pay upon demand all Landlord's costs, charges and expenses, including fees of counsel, agents and others retained by Landlord, incurred in connection with the recovery of sums due under this Lease, or because of any breach of any covenant under this Lease, or for any other relief against TENANT. In the event Landlord shall bring any action against TENANT for relief and Landlord shall prevail, TENANT shall pay Landlord's reasonable attorney fees and all court costs.

**Section 13.03. Bankruptcy, Insolvency:** If TENANT shall become bankrupt, file any debtor proceedings or take or have taken against TENANT in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of TENANT's property, or if TENANT makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, then and in that event, this Lease shall at the option of Landlord be canceled and terminated and any party claiming on behalf of TENANT shall not have any rights whatsoever under this Lease.

**Section 13.04. No Waiver:** No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition.

**Section 13.05. Cumulative Remedies:** The rights and remedies given to Landlord by this Lease shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which Landlord might otherwise have by

virtue of a default under this Lease, and the exercise of one such right or remedy by Landlord shall not impair Landlord's standing to exercise any other right to remedy.

**Section 13.06. Landlord's Lien:** TENANT grants to Landlord a Landlord's Lien on TENANT's equipment (or in the case of equipment leased by TENANT, on TENANT's interest in the equipment) to secure payment of all amounts due under this Lease. On written request by TENANT, Landlord will, from time to time, agree in writing to subordinate the lien provided for in this Section to TENANT's lender or vendor.

**Section 13.07. Termination by TENANT:** This Lease may be terminated by TENANT, without any penalty or further liability, on sixty (60) days prior notice as follows: (i) if TENANT is unable to occupy and utilize the Site due to an action of the Federal Communications Commission including, without limitation, a take back of channels or change in frequencies; or (ii) if Landlord fails to obtain or maintain any permit or license required to operate the Site.

#### **ARTICLE XIV** **RIGHT OF QUIET ENJOYMENT**

**Section 14.01. TENANT's Right of Quiet Enjoyment:** Except as TENANT encounters interference as described at Article V over which Landlord has no immediate control, and except as provided for in Section 4.01, Landlord covenants that TENANT shall be placed in possession of the Space at the commencement of the term of this Lease, and that during the term, upon paying the stipulated rent and performing all of the terms and provisions of this Lease, TENANT shall peaceably hold and enjoy the Space without hindrance or interruption by Landlord, subject to the rights of Landlord to enter the Space for the purposes provided for in this Lease.

#### **ARTICLE XV** **MISCELLANEOUS**

**Section 15.01. Notices:** Whenever any notice is required or permitted, such notice shall be in writing and shall be deemed duly given if delivered to the address of the party to be notified or if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to be notified as follows:

**TENANT:**                      **AT&T Wireless Services**  
                                     **3405 Forest Hill Boulevard**  
                                     **West Palm Beach, FL 33406**  
                                     **ATTN: Site Acquisition Manager**

with a copy to:

**AT&T Wireless Services**  
**West Tower, Third Floor**  
**11760 N. US Highway 1**  
**North Palm Beach, FL 33408**  
**ATTN: Real Estate Counsel**

and with copy by regular mail to:

**LANDLORD:**           **CITY of Coconut Creek**  
                          **ATTN:**  
                          **4800 West Copans Road**  
                          **Coconut Creek, FL 33063**  
  
                          **Telephone: (954) 973-6720**  
                          **FAX: (954) 973-6777**

Notices shall be deemed received on the date of delivery to such address or, if mailed, on the date stamped on the return receipt. Either party may change its address for delivery of notice by giving notice of a change of address in compliance with the terms of this Section.

**Section 15.02. Successors:** The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns.

**Section 15.03. Construction:** This Lease and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Florida. Paragraph headings used in this Lease are for convenience of the parties only, and shall in no way be used to interpret or construe the agreement of the parties.

**Section 15.04. Savings Clause:** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 15.05. Entire Agreement:** Any agreement between the parties hereto shall be ineffective in changing, modifying or discharging this Lease in whole or in part unless such agreement is in writing and signed by both parties hereto. This Lease constitutes the entire agreement between the parties and supersedes any and all prior agreements between the parties, whether written or oral, with respect to the subject matter hereof.

**Section 15.06. Recording:** Landlord and TENANT agree that this Lease shall not be recorded, and that each will execute a short form memorandum of this Lease for recording, if requested to do so by the other.

**Section 15.07. Additional Actions:** The parties shall cooperate with each other, take any additional action, and execute any additional documents necessary or appropriate to accomplish the purposes of this Lease.

**Section 15.08. Settlement of Disputes:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**IN WITNESS WHEREOF,** the Landlord and TENANT have signed and sealed this Agreement as of the day and year first above written.

LANDLORD

CITY of Coconut Creek

ATTEST:

Barbara S. Price  
Barbara S. Price  
Print Name: City Clerk

By: A. Goldsmith  
Mayor

APPROVED AS TO FORM:

Nancy H. Cooper  
Nancy H. Cooper  
City Attorney

Witness:

Daphne Robertson  
Daphne Robertson  
Print Name: DAPHNE ROBERTSON

TENANT

AT&T WIRELESS SERVICES  
(Print Name of TENANT)

By: Mary D. O'Neil  
MARY D. O'NEIL, DIRECTOR  
(Print Officer's Name and Title)

Notary Public, Fulton County, Georgia  
My Commission Expires August 26, 2002

Exhibit A - 2

AT&T Wireless Services to lease space from the City of Coconut Creek at the ninety-six (96) foot level of the tower. AT&T will be utilizing nine (9) antennas. Antenna type: Swedcom 9012-DIN. Three on each sector of the tower at 0°, 120°, and 240° azimuth. The Radio Equipment consists of Ericsson Model-884, 30 Watt Radios.

AT&T will be operating on Frequency Cellular Band "A" Block.

Transmit: 869-896 MHz

Receive: 824-849 MHz

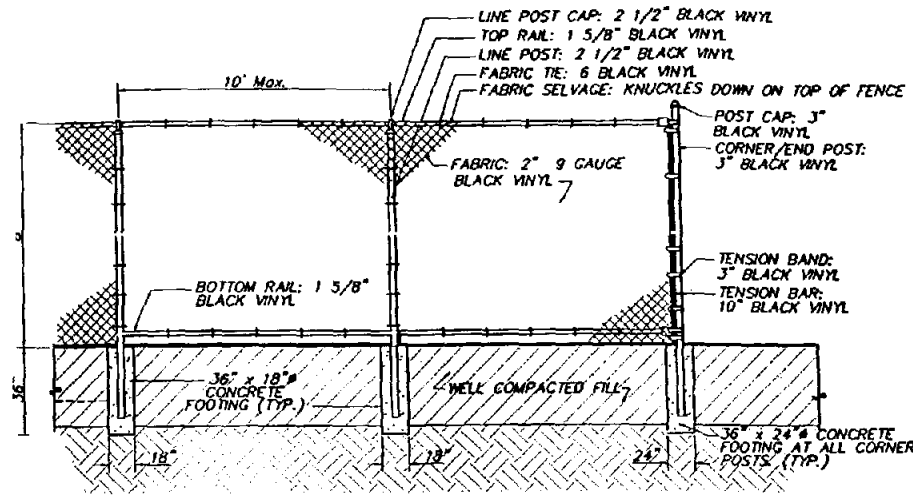
Bandwidth: 30 MHz

## **EXHIBIT B**

Rent shall be paid in monthly installments in advance, without prior notice or invoice by Landlord, on or before the first day of each month and without offset or deduction. Within fifteen (15) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay to CITY as rent Twenty-Four-Thousand and 00/100 Dollars (\$24,000.00) per year payable monthly ("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 CITY at the address specified herein. Rent shall be increased by four (4%) percent annually, which shall be cumulative. Rent shall be paid, together with any state, county or local taxes applicable, at the office of the Landlord.

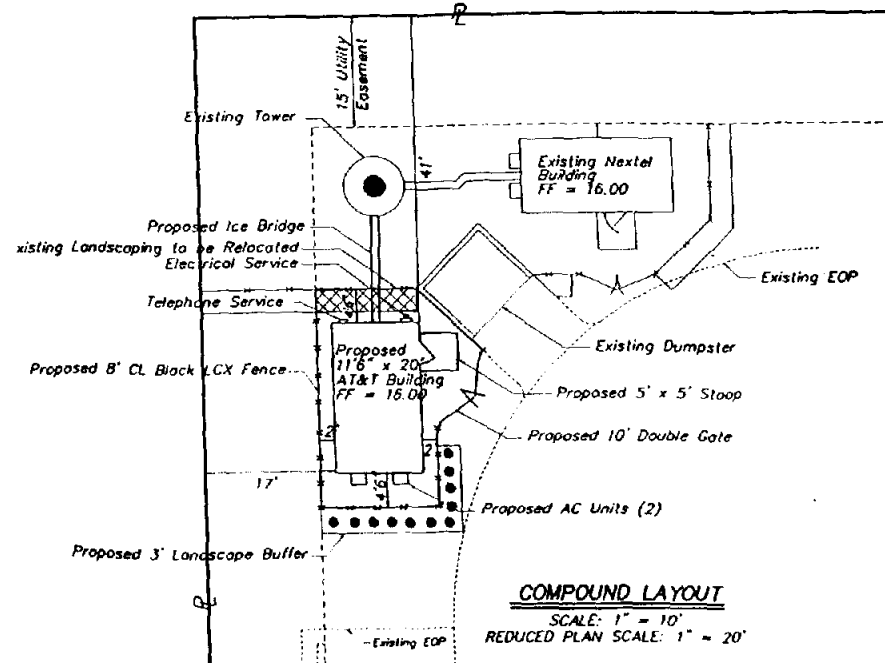


**CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.**  
**ENGINEERS · ARCHITECTS · PLANNERS**  
2200 W. COMMERCIAL BLVD., SUITE 306  
FT. LAUDERDALE, FLORIDA 33029  
FLORIDA (954)-484-6511 FAX (954)-484-6433  
FL REGISTRATIONS: EB0003022 AAC002142



**8' HIGH CHAIN LINK FENCE DETAIL**  
N.T.S.

**NOTE:** ALL FENCE COMPONENTS  
SHALL BE VINYL COATED



**COMPOUND LAYOUT**  
SCALE: 1" = 10'  
REDUCED PLAN SCALE: 1" = 20'

REVISIONS

**ALKCORP, Inc.**  
2730 Tucumseh Drive West Palm Beach, FL 33409  
Phone: 561-688-1280 • Fax: 561-616-2541 • email: ALKCORP@aol.com  
Communication/Construction/Design  
CUC 045380

**AT&T WIRELESS SERVICE**  
FL-71 LAKESIDE PARK  
5555 REGENCY LAKES BLVD.  
COCONUT CREEK, FLORIDA

**GEOMETRY AND  
LAYOUT PLAN**

**C-2**