

**LEASE AGREEMENT
BETWEEN
THE CITY OF COCONUT CREEK, FLORIDA
AND
DISH WIRELESS L.L.C.
CONTRACT TERMS**

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this ____ day of _____ 2024 (the "Effective Date"), hereof by and between:

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

AND

DISH WIRELESS L.L.C.
A Colorado limited liability company
9601 S. Meridian Blvd.,
Englewood, CO 80112
(Hereinafter referred to as "TENANT").

WHEREAS, CITY is the owner of certain real property located at 5201 NW 49th Avenue, Coconut Creek, FL 33073 and commonly known as Winston Park Nature 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 CITY owns a telecommunications tower ("Tower") located thereupon; 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 Land 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 seventeen square feet (117 sq. ft.) parcel of real property, specifically 10' by 11'8" (hereinafter referred to as the "Leased Premises"), and a non-exclusive easement encompassing approximately two hundred ninety-eight square feet (59.6' x 5') (hereinafter referred to as the "Non-Exclusive Easement") for utility and cable routing from the Leased Premises to the subject Tower at an approximate elevation of 8 feet, all situated within Winston Park Nature Center located in Coconut Creek, Broward County, Florida, and legally described in Exhibit "A," attached hereto, and visually depicted in Exhibit "B," also attached hereto and incorporated herein.

1.02 CITY further leases to TENANT certain aerial space on the Tower for TENANT's antennas and related equipment at a centerline height of ninety feet (90 ft.) above ground level ("AGL")

as shown on Exhibit "D," 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"), more particularly described in Exhibit "A" (and visually depicted in Exhibit "B,") for the sole purpose of installation and maintenance of utility wires, cables, conduits and pipes, under the ground that connects the Leased Premises to an electrical transformer pad on the Land as visually depicted in Exhibit "B". 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. TENANT expressly accepts its obligation to mark its underground infrastructure therein, consistent with the requirements of Florida's "Underground Facility Damage Prevention and Safety Act," as may be amended. CITY further expressly reserves the right to relocate the Utility Easement in the CITY's sole discretion upon thirty (30) days' notice to TENANT, and require that the TENANT relocate its underground facilities to a mutually agreed upon location within a specified timeframe. Reasonable costs incurred by CITY to relocate TENANT's facilities will be billed to TENANT and become due at the same time, and paid in the same manner, as the immediately following rent payment. 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, the Exclusive Utility Easement provided hereunder will be automatically extinguished, and TENANT shall be responsible at their sole cost and expense for removal of its facilities therein and restoration of any disturbed surface area resulting for said removal. Facilities left within the former Exclusive 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 City-incurred costs for removal of TENANT's abandoned facilities, and restoration of any disturbed surface areas, will be charged to TENANT, and CITY reserves all rights to collect said sums.
- 1.04 The Leased Premises, Non-Exclusive Aerial Easement, Tower Space, and Utility Easement are hereinafter collectively referred to as the "Property," unless the particular context dictates otherwise.

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 centerline height of ninety feet (90 ft.) 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 and 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 Leased Premises and Tower Space for the purpose of construction, maintaining and operating a communications facility and uses incidental thereto, consisting of an equipment shelter or platform, such telecommunications equipment as needed to meet TENANT's telecommunications needs and all necessary connecting appurtenances. TENANT's current and anticipated future needs are shown on the site plan included herein

as Exhibit "D." 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 Leased 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. However, TENANT shall not have the right to make any installations outside the boundaries of the Leased Premises and Tower Space without properly amending this Agreement. Should the need arise and TENANT desire to undertake such work, modifications to the Tower (outside of TENANT'S Tower Space, and upon the Tower as a whole) for the exclusive purposes of safety and structural reinforcement, may be allowed upon approval and permitting by the CITY'S Building Division. If such work is undertaken by TENANT, it must be at its sole cost and without any rent abatement, adjustment, or modification and such improvements shall become a permanent part of the tower structure and TENANT shall provide a bill of sale for any such improvements to the City within 60 days of completion.

- 2.03 TENANT shall be responsible for soil borings and similar tests which may be required as a condition of construction and for all expenses related to its improvements which may thereafter be constructed upon Property. CITY grants TENANT the right to use adjoining and adjacent property owned by CITY as is reasonably required during construction and installation of TENANT's improvements ("Staging Area"), provided, however, that: (a) TENANT obtain written approval from the City Manager, or designee, in advance; 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 federal, state, county laws or ordinances of the CITY, including but not limited to maintenance of the interior compound area of the Leased Premises with regular landscaping, and to remove weeds, overgrowth, and debris/trash.
- 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 such 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 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 licensed 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.
- 2.07 TENANT shall submit all required applications for permits to the applicable City and/or County departments/divisions for review and approval and payment of all required fees. It is the responsibility of the TENANT to ensure that all permits issued are properly closed upon completion and inspection of work.
- 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 on the Land as a whole. TENANT shall reimburse CITY, in addition to payment of 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 its filing of an appeal or challenge to real estate taxes.

- 2.09 Upon the expiration or earlier termination of this Agreement, TENANT shall, within ninety (90) days, remove its personal property and fixtures and restore the Property to its original condition, reasonable wear and tear and acts beyond TENANT's control excepted. At CITY's option, when this Agreement is terminated and upon CITY's advance written notice to TENANT, TENANT will leave the foundation and security fences to become property of CITY. If 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 for the ninety (90) 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 ninety (90) 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 remove, relocate and/or replace around the perimeter of the Leased Premises and Non-Exclusive Easement, respectively, security fences or other security apparatuses that meet the approval and requirements of the CITY, and such CITY permitting approval for same shall not be unreasonably withheld, conditioned, or delayed. TENANT acknowledges that the Tower is enclosed by a security fence owned by the City and shall not install any lock or security device at the entry/exit point of that security fence, unless such lock or security device allows 24/7 access to the CITY and its other tenants upon the Tower.
- 2.15 TENANT's equipment must be installed in a manner that removes the fewest faux branches and maintains as many branches per the original design of the monopine structure as possible. TENANT shall reinstall/restore any dislocated or removed faux branches after installation of its equipment to restore the existing concealment elements at the TENANT's equipment elevation. TENANT's antennas and fixtures are to be painted or colored green and shall use antenna wraps with faux branches which match the color and style of the existing Tower. TENANT's other equipment on the Tower is to be painted or colored gray/brown to match the color of the "trunk". TENANT shall ensure that the Tower profile and concealment post-installation is the same as, or better than, the concealment prior to the contemplated modifications.

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 "A," 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. An amendment hereto or preparation and execution of separate easement documentation may be required to carry out the intent of this paragraph.
- 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 is contingent upon TENANT obtaining, after the execution of the Agreement, all the certificates, permits and other approvals that are required by any federal, state and/or local authorities. In the event that any certificate, permit or approval issued to TENANT is canceled, expires, lapses or is otherwise withdrawn or terminated by a governmental authority, so that TENANT is unable to use the Property for its intended purpose, TENANT shall have the right to terminate this Agreement

six (6) month after said cancellation, expiration, lapse, withdrawal, or termination by a governmental authority upon providing proper written notice and documentation to CITY. This paragraph in 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, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Well insulated batteries or safely transported fuel for use by a CITY-approved emergency electrical generator inside the Leased Premises, may be authorized in writing by the CITY, in its sole discretion, and on a case-by-case basis. CITY represents, warrants and agrees: (a) that neither CITY nor, to CITY's knowledge, any third party has misused, generated, or disposed 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 emergency electrical generator(s) inside the Leased 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 it 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) the first day of the month following 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. The Initial Term and any Renewal Terms shall be collectively referred to as the "Term". 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.

- 5.02 Renewals: The Renewal Terms shall automatically occur unless the parties give written notice to the other 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 (rounded to the nearest cent) of Three Thousand Two Hundred and Ninety-One Dollars and Sixty-Seven Cents (\$3,291.67) ("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 Initial Term or any 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, provided that CITY and any designated payee provide a W9 to TENANT.
- 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 taxes or charges imposed upon CITY that are directly attributable to the TENANT's use of the Property, the Land and/or the Tower.

Section 7. TERMINATION

- 7.01 Prior to the end of the initial Term of this Agreement, or renewal Term thereof, TENANT may elect to terminate this Agreement at the end of such Term by providing written notice to the CITY, pursuant to Section 16, not less than six (6) months prior to the expiration 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 If not terminated earlier, 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 in equity.
- 7.05 Upon natural expiration or termination, and prior to the removal of TENANT'S equipment, in the event that TENANT offers its equipment for sale, then CITY shall have a first option to purchase such remaining improvements located on the Property for a purchase price agreed to by the Parties at that time. 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 prior to removal.

- 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 gross negligence or intentional misconduct of the indemnified party. This paragraph shall survive the termination of the Agreement.
- 8.02 Reserved.

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. A material aspect of this obligation to maintain insurance for the duration of Agreement is to protect the CITY against any and all claims for injuries to persons or damages to property to the extent they arise from the TENANT's use of the Property hereunder. Such insurance shall include coverage that insures against any and all claims for damages to persons or damages to property arising from radiofrequency emissions or specific injuries based on TENANT's uses of the Property.
- 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, that directly results 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 automatically with written notice to TENANT, consistent with the Notice provisions provided herein.

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 licensed affiliate entities, or any subsidiary of TENANT, its principal(s) or FCC licensed 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. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "affiliates" of TENANT unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.
- 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 shall designate in writing to TENANT such company at least thirty (30) days in advance of any rental payment due.

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 and the United States of America.

12.02 Venue shall be exclusively in the 17th Judicial Circuit Court in and for Broward County, Florida or the United States District Court in the Southern District of Florida located within Broward County, Florida.

Section 13. INSOLVENCY

13.01 In the event that either party shall be adjudicated insolvent, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation and such proceeding is not discharged or vacated within one hundred twenty (120) calendar days after the filing thereof, then, at the option of the other party 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
Fax: 877-220-4593

With copy to:

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

As to TENANT:
DISH Wireless L.L.C.
Dish Ref #MIMIA00520A
5701 South Santa Fe Drive
Littleton, CO 80120
Attn: Lease Administration
Fax: 303-723-1699

With copy to:
If overnight courier:
DISH Wireless L.L.C.
Dish Ref #MIMIA00520A
9601 South Meridian Blvd.
Englewood, CO 80112

Attn: Office of the General Counsel
If first-class certified mail:
P.O. Box 6655
Englewood, CO 80155
Fax: 303-723-1699

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 substantial and irreparable damage is likely to occur to the CITY's Land, property of TENANT, or to the property of any other person/tenant, or that substantial threat to life or safety of persons exists, before agents of TENANT can be advised and respond, CITY upon attempted notice to TENANT by contacting the Market General Manager at 561-945-7808, 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 reasonable 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. 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. 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 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 agrees that TENANT shall have free access to the Tower at all times 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. When large vehicles or heavy machinery on behalf of TENANT are required to perform work on the Leased Premises, same must be coordinated in advance with the CITY's Risk Manager and Director of Parks and Recreation, with approval granted in writing.

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 Leased 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.

[Remainder of page blank, signatures to follow]

OWNER Site I.D.: Winston Park
SITE MANAGEMENT I.D. FLCOC07-3
TENANT Site I.D. MIMIA00520A

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, a
Municipal corporation

Joseph J. Kavanagh, City Clerk Date

Joshua Rydell, Mayor Date

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney Date

[Tenant Signatures to follow]

OWNER Site I.D.: Winston Park
SITE MANAGEMENT I.D. FLCOC07-3
TENANT Site I.D. MIMIA00520A

WITNESSES:

[Signature]
Witness
Print Name: Denise Fuller

Witness
Print Name: _____

TENANT

DISH WIRELESS L.L.C.
A Colorado limited liability company

By: [Signature]
Print Name: Satish Sharma
Title: Executive Vice President
Date: 1/23/2024

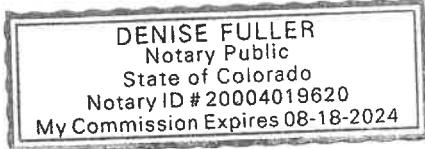
TENANT ACKNOWLEDGEMENT

STATE OF Colorado
COUNTY OF Arapahoe

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of physical presence or online notarization by Satish Sharma as EMP, of DISH Wireless L.L.C., a Colorado limited liability company and sole manager of _____, a _____ 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 23rd day of January, 2024

[Signature]
Signature of Notary Public
State of Colorado



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

EXHIBIT "A"
Page 1 of 4

to the Agreement dated _____, 2024, by and between the City of Coconut Creek, a municipal corporation, as CITY, and DISH Wireless L.L.C., a Colorado limited liability company, as TENANT.

LEGAL DESCRIPTION OF LAND, LEASED PREMISES AND EASEMENTS

LEGAL DESCRIPTION OF LAND:

TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL ID #484207032760 and PARCEL ID #484207032720

LEGAL DESCRIPTION OF TENANT GROUND SPACE ("LEASED PREMISES"):

DISH LEASE AREA

THAT PART OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE-A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEASTERLY CORNER OF A 17 FOOT X 17 FOOT LEASE PARCEL; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL FOR 17.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LEASE PARCEL; THENCE NORTH 07°32'09" WEST ALONG THE WESTERLY LINE OF SAID LEASE PARCEL FOR 5.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82°27'51" WEST ALONG A LINE PARALLEL WITH SAID SOUTHERLY LINE FOR 10.00 FEET; THENCE NORTH 07°32'09" WEST ALONG A LINE PARALLEL WITH SAID WESTERLY LINE FOR 11.67 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LEASE PARCEL; THENCE NORTH 82°27'51" EAST ALONG SAID WESTERLY EXTENSION FOR 10.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LEASE PARCEL; THENCE SOUTH 07°32'09" EAST ALONG SAID WESTERLY LINE FOR 11.67 FEET TO SAID POINT OF BEGINNING.

CONTAINING 117 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"
Page 2 of 4

LEGAL DESCRIPTION OF NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT:

12-FOOT-WIDE ACCESS EASEMENT

THAT PART OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA LYING WITHIN 6 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE-A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEAST CORNER OF A 17 FOOT X 17 FOOT TOWER PARCEL; THENCE S 82°27'51" W ALONG THE SOUTHERLY LINE OF SAID TOWER PARCEL FOR 8.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE S 07°32'09" E FOR 41.07 FEET; THENCE N 72°14'13" E FOR 24.51 FEET; THENCE N 44°55'25" E FOR 43.29 FEET; THENCE N 30°18'05" E FOR 80.79 FEET; THENCE N 22°19'02" E FOR 47.65 FEET; THENCE N 57°05'13" E FOR 32.60 FEET; THENCE N 74°53'32" E FOR 30.28 FEET; THENCE N 88°45'43" E TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY OF SAID NORTHWEST 49TH AVENUE, AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 5,945 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

DISH ACCESS EASEMENT

THAT PART OF TRACT "K", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING WITHIN 5.0 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE-A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEASTERLY CORNER OF A 17 FOOT X 17 FOOT LEASE PARCEL; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL FOR 14.97 FEET TO THE NORTHWESTERLY CORNER OF A 12 FOOT WIDE ACCESS EASEMENT AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 82°27'51" WEST ALONG SAID SOUTHERLY LINE FOR 2.03 FEET TO THE SOUTHWESTERLY CORNER OF SAID LEASE PARCEL; THENCE NORTH 07°32'09" WEST ALONG THE WESTERLY LINE OF SAID LEASE PARCEL FOR 5.33 FEET TO THE SOUTHEAST CORNER OF A 10.00 FEET X 11.67 FEET LEASE AREA; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTH LINE OF SAID LEASE AREA FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID LEASE AREA; THENCE SOUTH 07°32'09" EAST ALONG A LINE PARALLEL WITH SAID WESTERLY LINE FOR 10.33 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.0 FEET SOUTHERLY OF SAID SOUTHERLY LINE; THENCE NORTH 82°27'51" EAST ALONG SAID PARALLEL LINE FOR 12.03 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID 12 FOOT WIDE ACCESS EASEMENT; THENCE NORTH 07°32'09" WEST ALONG SAID WESTERLY LINE OF SAID 12 FOOT WIDE ACCESS EASEMENT FOR 5.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 113 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"
Page 3 of 4

LEGAL DESCRIPTION OF NON-EXCLUSIVE UTILITY EASEMENT(S):

DISH 5 FEET WIDE UTILITY EASEMENT "A"

THAT PART OF TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE-A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEASTERLY CORNER OF A 17 FOOT X 17 FOOT LEASE PARCEL; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL FOR 17.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LEASE PARCEL; THENCE NORTH 07°32'09" WEST ALONG THE WESTERLY LINE OF SAID LEASE PARCEL FOR 5.33 FEET TO THE SOUTHEAST CORNER OF A 10.00 FEET X 11.67 FEET LEASE AREA; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTH LINE OF SAID LEASE AREA FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID LEASE AREA; THENCE NORTH 07°32'09" WEST ALONG THE WEST LINE OF SAID LEASE AREA FOR 11.67 FEET TO THE NORTHWEST CORNER OF SAID LEASE AREA; THENCE CONTINUE NORTH 07°32'09" WEST ALONG THE NORTHERLY EXTENSION OF SAID WEST LINE FOR 2.50 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 5 FEET WIDE UTILITY EASEMENT; THENCE NORTH 82°27'51" EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LEASE AREA FOR 17.14 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF A 5 FEET WIDE UTILITY EASEMENT AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 86 SQUARE FEET, MORE OR LESS.

DISH 5 FEET WIDE UTILITY EASEMENT "B"

THAT PART OF TRACT "K", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE-A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEASTERLY CORNER OF A 17 FOOT X 17 FOOT LEASE PARCEL; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL FOR 17.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LEASE PARCEL; THENCE NORTH 07°32'09" WEST ALONG THE WESTERLY LINE OF SAID LEASE PARCEL FOR 5.33 FEET TO THE SOUTHEAST CORNER OF A 10.00 FEET X 11.67 FEET LEASE AREA; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTH LINE OF SAID LEASE AREA FOR 7.50 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 5 FEET WIDE UTILITY EASEMENT; THENCE SOUTH 07°32'09" EAST ALONG A LINE PARALLEL WITH SAID WESTERLY LINE FOR 7.83 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 2.5 FEET SOUTHERLY OF SAID SOUTHERLY LINE; THENCE NORTH 82°27'51" EAST ALONG SAID PARALLEL LINE FOR 41.33 FEET; THENCE NORTH 07°32'09" WEST FOR 10.51 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 298 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"
Page 4 of 4

LEGAL DESCRIPTION OF NON-EXCLUSIVE UTILITY EASEMENT(S) (continued):

5-FOOT-WIDE UTILITY EASEMENT

THAT PART OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE-A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEAST CORNER OF A 17 FOOT X 17 FOOT TOWER PARCEL; THENCE N 07°32'09" W ALONG THE EAST LINE OF SAID TOWER PARCEL FOR 17.00 FEET TO THE NORTHEAST CORNER OF SAID TOWER PARCEL; THENCE S 82°27'51" W ALONG THE NORTH LINE OF SAID TOWER PARCEL FOR 8.86 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N 38°48'40" E FOR 44.11 FEET; THENCE N 00°25'10" W FOR 59.51 FEET; THENCE N 30°28'36" W FOR 11.34 FEET; THENCE N 00°00'00" E FOR 60.98 FEET; THENCE N 90°00'00" E FOR 29.52 FEET TO POINT "A"; THENCE N 00°00'00" E FOR 18.41 FEET; THENCE N 17°40'17" W FOR 3.51 FEET TO AN INTERSECTION WITH THE SOUTHERLY FACE OF AN EXISTING ELECTRIC TRANSFORMER AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURNING TO SAID POINT "A"; THENCE N 90°00'00" E FOR 301.74 FEET; THENCE N 00°00'00" E FOR 58.47 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 2.5 FEET SOUTHERLY OF THE SOUTH LINE OF A 20 FOOT X 30 FOOT PLATTED SOUTHERN BELL UTILITY EASEMENT; THENCE N 89°D35'06" E ALONG SAID PARALLEL LINE FOR 6.60 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A 12 FOOT WIDE PLATTED UTILITY EASEMENT AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 2,965 SQUARE FEET, MORE OR LESS.

TENANT AERIAL OCCUPANCY ("TOWER SPACE"):

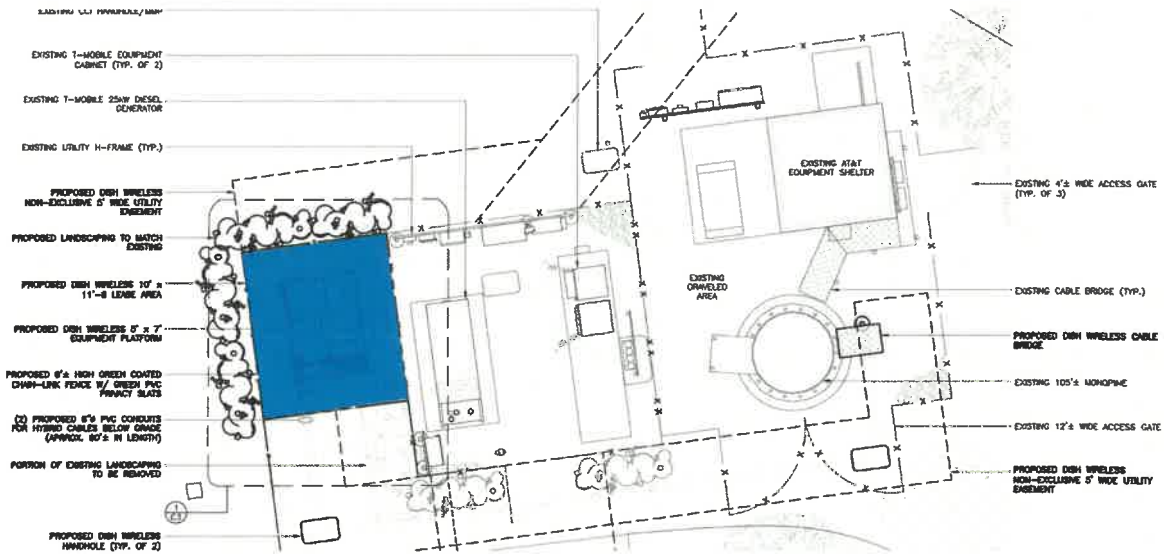
90 +/- ft. AGL

EXHIBIT "B"
Page 1 of 2

to the Agreement dated _____, 2024, by and between the City of Coconut Creek, a municipal corporation, as CITY, and DISH Wireless L.L.C., a Colorado limited liability company, as TENANT.

DEPICIONS OF THE PROPERTY AND SITE PLAN

VISUAL DEPICTION OF TENANT'S LEASED PREMISES:



Compound layout above is for illustrative purposes to show Dish Lease Parcel (10' x 11'8") in relation to tower location.

OWNER Site I.D.: Winston Park
SITE MANAGEMENT I.D. FLCOC07-3
TENANT Site I.D. MIMIA00520A

EXHIBIT "B"
Page 2 of 2

GENERAL OVERLAY DEPICTION VIA CITY'S GIS – TENANT ACCESS AND UTILITY EASEMENT:

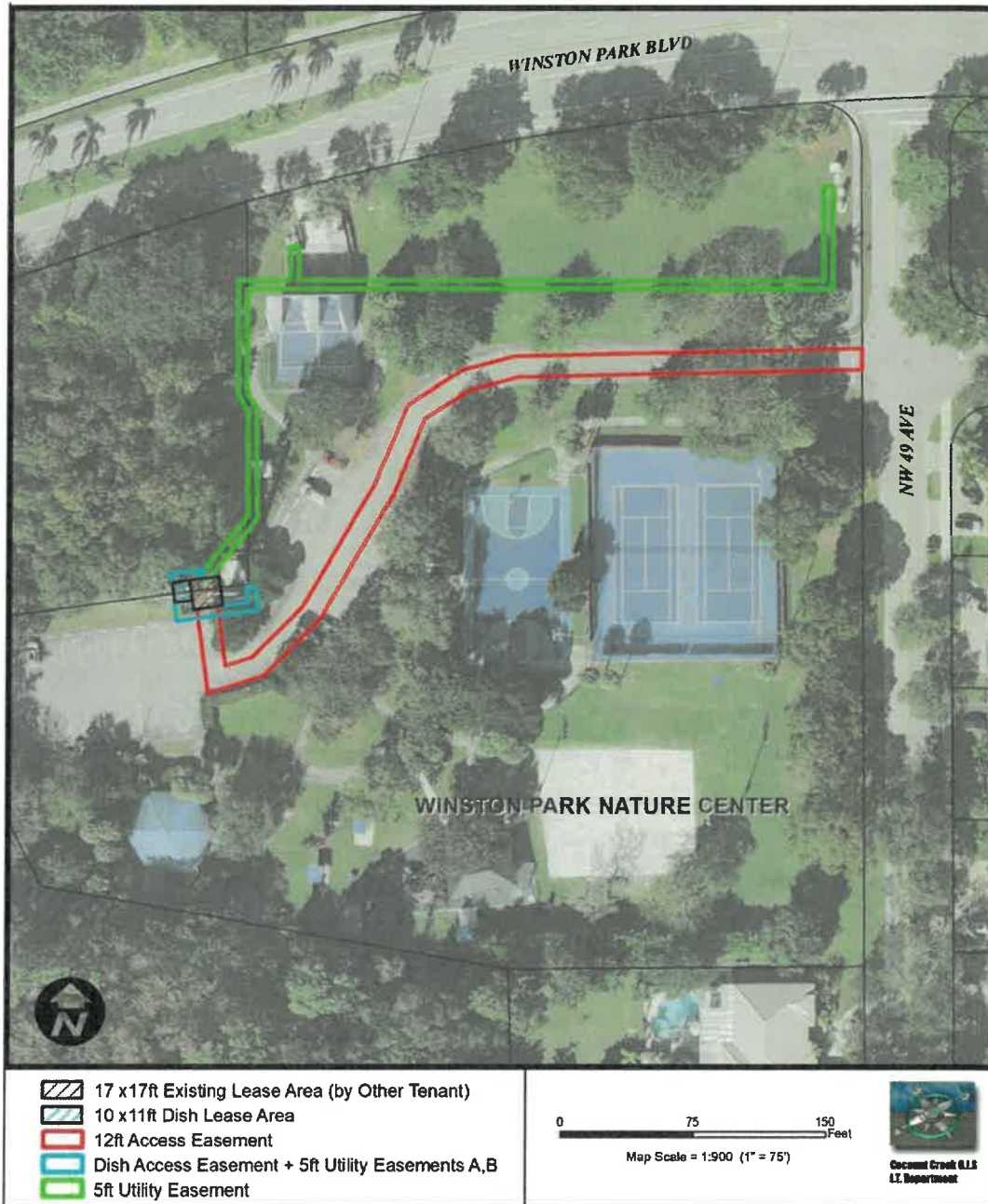


EXHIBIT "C"
Page 1 of 7

to the Agreement dated _____, 2024, by and between the City of Coconut Creek, a municipal corporation, as CITY, and DISH Wireless L.L.C., a Colorado limited liability company, as TENANT.

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

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on _____, 2024, 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 DISH Wireless L.L.C., a Colorado limited liability company, with a mailing address of 9601 S. Meridian Blvd., Englewood, Colorado 80112, hereinafter referred to as "**Tenant**").

1. Owner and Tenant entered into a Lease Agreement ("**Agreement**") dated as of _____, 2024 ("**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) the first day of the month following 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 Leased 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.

[Signatures to follow]

EXHIBIT "C"
Page 2 of 7

In witness whereof, the parties have executed this 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

TENANT:

DISH Wireless, L.L.C., a Colorado limited liability
company

By: [EXHIBIT ONLY – DO NOT EXECUTE]

By: [EXHIBIT ONLY – DO NOT EXECUTE]

Name: Joshua Rydell

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

[EXHIBIT ONLY]
City Clerk

Approved as to Legal Form and Sufficiency:

[EXHIBIT ONLY]
City Attorney

[Notary signatures to follow]

EXHIBIT "C"
Page 3 of 7

CORPORATE ACKNOWLEDGEMENT

STATE OF [EXHIBIT ONLY] :
: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 DISH Wireless L.L.C., a Colorado 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 _____, 2024.

[EXHIBIT ONLY]

Signature of Notary Public
State of _____

Print, Type or Stamp
Name of Notary Public

STATE OF [EXHIBIT ONLY] :
: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 _____, 2024.

[EXHIBIT ONLY]

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

EXHIBIT "C"
Page 4 of 7

MEMORANDUM OF AGREEMENT
EXHIBIT "1"
LEGAL DESCRIPTIONS OF LEASED PREMISES, TOWER SPACE, AND NON-EXCLUSIVE UTILITY
EASEMENT - Page 1 of 4

to the Memorandum of Agreement dated _____, 2024, by and between the City of Coconut Creek, a municipal corporation, as CITY, and DISH Wireless L.L.C., a Colorado limited liability company, as TENANT.

LEGAL DESCRIPTION OF LAND, LEASED PREMISES AND EASEMENTS

LEGAL DESCRIPTION OF LAND:

TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL ID #484207032760 and PARCEL ID #484207032720

LEGAL DESCRIPTION OF TENANT GROUND SPACE ("LEASED PREMISES"):

DISH LEASE AREA

THAT PART OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE-A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEASTERLY CORNER OF A 17 FOOT X 17 FOOT LEASE PARCEL; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL FOR 17.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LEASE PARCEL; THENCE NORTH 07°32'09" WEST ALONG THE WESTERLY LINE OF SAID LEASE PARCEL FOR 5.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82°27'51" WEST ALONG A LINE PARALLEL WITH SAID SOUTHERLY LINE FOR 10.00 FEET; THENCE NORTH 07°32'09" WEST ALONG A LINE PARALLEL WITH SAID WESTERLY LINE FOR 11.67 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LEASE PARCEL; THENCE NORTH 82°27'51" EAST ALONG SAID WESTERLY EXTENSION FOR 10.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LEASE PARCEL; THENCE SOUTH 07°32'09" EAST ALONG SAID WESTERLY LINE FOR 11.67 FEET TO SAID POINT OF BEGINNING.

CONTAINING 117 SQUARE FEET, MORE OR LESS.

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LEGAL DESCRIPTION OF NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT:

12-FOOT-WIDE ACCESS EASEMENT

THAT PART OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA LYING WITHIN 6 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE-A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEAST CORNER OF A 17 FOOT X 17 FOOT TOWER PARCEL; THENCE S 82°27'51" W ALONG THE SOUTHERLY LINE OF SAID TOWER PARCEL FOR 8.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE S 07°32'09" E FOR 41.07 FEET; THENCE N 72°14'13" E FOR 24.51 FEET; THENCE N 44°55'25" E FOR 43.29 FEET; THENCE N 30°18'05" E FOR 80.79 FEET; THENCE N 22°19'02" E FOR 47.65 FEET; THENCE N 57°05'13" E FOR 32.60 FEET; THENCE N 74°53'32" E FOR 30.28 FEET; THENCE N 88°45'43" E TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY OF SAID NORTHWEST 49TH AVENUE, AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 5,945 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

DISH ACCESS EASEMENT

THAT PART OF TRACT "K", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING WITHIN 5.0 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE-A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEASTERLY CORNER OF A 17 FOOT X 17 FOOT LEASE PARCEL; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL FOR 14.97 FEET TO THE NORTHWESTERLY CORNER OF A 12 FOOT WIDE ACCESS EASEMENT AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 82°27'51" WEST ALONG SAID SOUTHERLY LINE FOR 2.03 FEET TO THE SOUTHWESTERLY CORNER OF SAID LEASE PARCEL; THENCE NORTH 07°32'09" WEST ALONG THE WESTERLY LINE OF SAID LEASE PARCEL FOR 5.33 FEET TO THE SOUTHEAST CORNER OF A 10.00 FEET X 11.67 FEET LEASE AREA; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTH LINE OF SAID LEASE AREA FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID LEASE AREA; THENCE SOUTH 07°32'09" EAST ALONG A LINE PARALLEL WITH SAID WESTERLY LINE FOR 10.33 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.0 FEET SOUTHERLY OF SAID SOUTHERLY LINE; THENCE NORTH 82°27'51" EAST ALONG SAID PARALLEL LINE FOR 12.03 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID 12 FOOT WIDE ACCESS EASEMENT; THENCE NORTH 07°32'09" WEST ALONG SAID WESTERLY LINE OF SAID 12 FOOT WIDE ACCESS EASEMENT FOR 5.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 113 SQUARE FEET, MORE OR LESS.

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LEGAL DESCRIPTION OF NON-EXCLUSIVE UTILITY EASEMENT(S):

DISH 5 FEET WIDE UTILITY EASEMENT "A"

THAT PART OF TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE-A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEASTERLY CORNER OF A 17 FOOT X 17 FOOT LEASE PARCEL; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL FOR 17.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LEASE PARCEL; THENCE NORTH 07°32'09" WEST ALONG THE WESTERLY LINE OF SAID LEASE PARCEL FOR 5.33 FEET TO THE SOUTHEAST CORNER OF A 10.00 FEET X 11.67 FEET LEASE AREA; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTH LINE OF SAID LEASE AREA FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID LEASE AREA; THENCE NORTH 07°32'09" WEST ALONG THE WEST LINE OF SAID LEASE AREA FOR 11.67 FEET TO THE NORTHWEST CORNER OF SAID LEASE AREA; THENCE CONTINUE NORTH 07°32'09" WEST ALONG THE NORTHERLY EXTENSION OF SAID WEST LINE FOR 2.50 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 5 FEET WIDE UTILITY EASEMENT; THENCE NORTH 82°27'51" EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LEASE AREA FOR 17.14 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF A 5 FEET WIDE UTILITY EASEMENT AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 86 SQUARE FEET, MORE OR LESS.

DISH 5 FEET WIDE UTILITY EASEMENT "B"

THAT PART OF TRACT "K", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE-A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEASTERLY CORNER OF A 17 FOOT X 17 FOOT LEASE PARCEL; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL FOR 17.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LEASE PARCEL; THENCE NORTH 07°32'09" WEST ALONG THE WESTERLY LINE OF SAID LEASE PARCEL FOR 5.33 FEET TO THE SOUTHEAST CORNER OF A 10.00 FEET X 11.67 FEET LEASE AREA; THENCE SOUTH 82°27'51" WEST ALONG THE SOUTH LINE OF SAID LEASE AREA FOR 7.50 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 5 FEET WIDE UTILITY EASEMENT; THENCE SOUTH 07°32'09" EAST ALONG A LINE PARALLEL WITH SAID WESTERLY LINE FOR 7.83 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 2.5 FEET SOUTHERLY OF SAID SOUTHERLY LINE; THENCE NORTH 82°27'51" EAST ALONG SAID PARALLEL LINE FOR 41.33 FEET; THENCE NORTH 07°32'09" WEST FOR 10.51 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 298 SQUARE FEET, MORE OR LESS.

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LEGAL DESCRIPTION OF NON-EXCLUSIVE UTILITY EASEMENT(S) (continued):

5-FOOT-WIDE UTILITY EASEMENT

THAT PART OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (A 50 FOOT WIDE RIGHT OF WAY), WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS DEPICTED ON THE PLAT OF WINSTON PARK SECTION ONE-A, RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 00°24'54" E ALONG SAID CENTERLINE OF NORTHWEST 49TH AVENUE FOR 135.45 FEET; THENCE S 89°35'06" W FOR 387.02 FEET TO THE SOUTHEAST CORNER OF A 17 FOOT X 17 FOOT TOWER PARCEL; THENCE N 07°32'09" W ALONG THE EAST LINE OF SAID TOWER PARCEL FOR 17.00 FEET TO THE NORTHEAST CORNER OF SAID TOWER PARCEL; THENCE S 82°27'51" W ALONG THE NORTH LINE OF SAID TOWER PARCEL FOR 8.86 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N 38°48'40" E FOR 44.11 FEET; THENCE N 00°25'10" W FOR 59.51 FEET; THENCE N 30°28'36" W FOR 11.34 FEET; THENCE N 00°00'00" E FOR 60.98 FEET; THENCE N 90°00'00" E FOR 29.52 FEET TO POINT "A"; THENCE N 00°00'00" E FOR 18.41 FEET; THENCE N 17°40'17" W FOR 3.51 FEET TO AN INTERSECTION WITH THE SOUTHERLY FACE OF AN EXISTING ELECTRIC TRANSFORMER AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURNING TO SAID POINT "A"; THENCE N 90°00'00" E FOR 301.74 FEET; THENCE N 00°00'00" E FOR 58.47 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 2.5 FEET SOUTHERLY OF THE SOUTH LINE OF A 20 FOOT X 30 FOOT PLATTED SOUTHERN BELL UTILITY EASEMENT; THENCE N 89°D35'06" E ALONG SAID PARALLEL LINE FOR 6.60 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A 12 FOOT WIDE PLATTED UTILITY EASEMENT AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 2,965 SQUARE FEET, MORE OR LESS.

TENANT AERIAL OCCUPANCY ("TOWER SPACE"):

90 +/- ft. AGL

OWNER Site I.D.: Winston Park
 SITE MANAGEMENT I.D. FLCOC07-3
 TENANT Site I.D. MIMIA00520A

EXHIBIT "D"
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to the Agreement dated _____, 2024, by and between the City of Coconut Creek, a municipal corporation, as CITY, and DISH Wireless L.L.C., a Colorado limited liability company, as TENANT.

**EQUIPMENT LISTING, FREQUENCIES AND
 DIAGRAMS OF ANTENNA AND GROUND LAYOUT**

Tower mounted equipment – on three (3) T-Arm Tower Mount

- Antennas: (3) JMA MX08FRO665-21 Antenna
- RRU: (3) MTI G060708-50-02B
- (3) MTI G2021-49-02B
- (3) RAYCAP RDIDC-3045-PF-48 (OVP)
- Cable: (1) Hybrid Cable 1-3/8" (inside pole)

5'x7' Platform/concrete pad for associated cabinet and equipment inside 10'x11'8" premises with 8-foot fence around perimeter.

Frequencies assigned to Tenant by FCC for use on Property

	<u>n29</u>	<u>n66</u>	<u>n70</u>	<u>n71</u>
Downlink (Transmit):	722-728	2155-2160 2180-2200	1995-2020	637-652
Uplink (Receive):	-	1755-1760	1695-1700	683-698

Antenna Orientation Plan

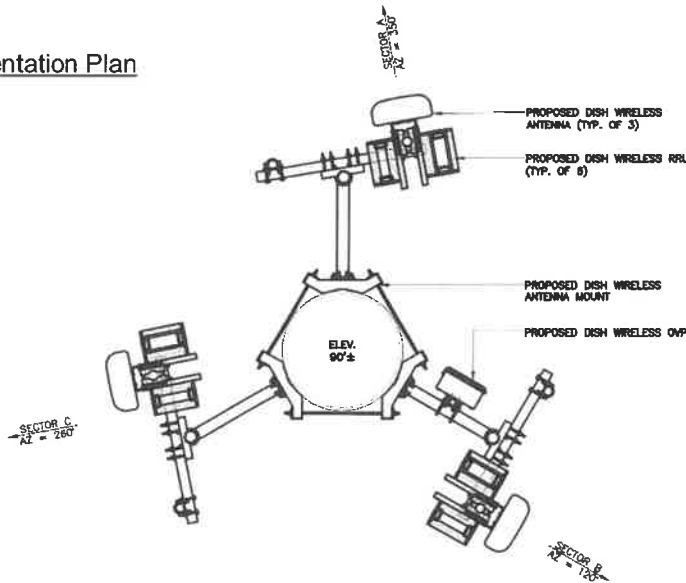


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Ground Plan

