

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

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this 10th day of October, 2019 (the "Effective Date"), hereof by and between:

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

AND

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

WHEREAS, CITY is the owner of certain real property and a telecommunications tower ("Tower") located at 5201 NW 49 Avenue, Coconut Creek, FL 33073 and commonly known as Winston Park, in the City of Coconut Creek, Broward County, Florida (hereinafter referred to as the "Land" and more particularly described in Exhibit "A" attached hereto); and

WHEREAS, TENANT desires to lease space on the Tower together with a portion of the Land to construct, maintain and operate a communications facility; and

WHEREAS, the CITY Commission concurs with the recommendation of staff and deems it in the best interest of the City of Coconut Creek to lease a portion of said real property to TENANT; and

WHEREAS, CITY and TENANT have negotiated an understanding 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 two hundred eighty and one-half square foot (280.50 sq ft) parcel of real preoperty, specifically 17 foot by 16.5 foot (17' x 16.5'), situated in Winston Park located in Coconut Creek, Broward County, Florida (the "Lease Premises"); together with a Non-Exclusive Ground Easement over a two hundred twenty-nine and one-half square foot (229.50 sq ft) parcel of real property, specifically a 3 foot by 16.5 foot (3' x 16.5') segment combined with a 20 foot by 9 foot (20' x 9') segment, that encloses the Tower from public access, specifically adjacent to the Lease Premises, more particularly described, legally and graphically, in Exhibit "B," attached hereto and incorporated herein..

- 1.02 CITY further leases to TENANT certain aerial space on the Tower at approximately eighty feet (80 ft) above ground level ("AGL") as shown on Exhibit "B" attached hereto and incorporated herein (and referred to as "Tower Space").
- 1.03 CITY shall grant to TENANT, as a provision dependent upon the effectiveness of this Agreement, a non-exclusive right for ingress and egress to the Lease Premises, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, subject to the CITY approvals described herein, more particularly described, legally and graphically, in Exhibit "B", attached hereto and incorporated herein.
- 1.04 CITY shall grant to TENANT, as a provision dependent upon the effectiveness of this Agreement, a utility easement for the specific purpose of installation and maintenance of utility wires, cables, conduits and pipes, under the Land that connects the Lease Premises to the nearest point along the public right-of-way, to wit: Northwest 49<sup>th</sup> Avenue, more particularly described, legally and graphically, in Exhibit "B," attached hereto and incorporated herein (the "Utility Easement").
- 1.05 The Lease Premises, Tower Space, and Utility Easement are hereinafter collectively referred to as the "Property."

Section 2. DUTIES AND RESPONSIBILITIES OF TENANT

- 2.01 TENANT shall use the Tower Space for the purpose of installing, maintaining and operating the antennas and appurtenances described in Exhibit "D" attached hereto. TENANT's antennas shall be installed on the Tower at an approximate height of eighty feet (80') AGL. After initial installation of the antennas and appurtenances described in Exhibit "D," TENANT must seek to amend this Agreement before adding new antennas within the Tower Space. Notwithstanding the foregoing, in the event TENANT desires to replace existing antennas or appurtenances within the Tower Space with similar and comparable antennas and appurtenances, CITY agrees not to withhold, condition, or delay its consent provided (a) said replacement does not increase tower loading of the Tower, (b) TENANT has previously obtained all necessary permits, authorizations and approvals from all applicable regulatory entities, including the CITY, for such proposed modifications/replacements, and (c) TENANT provides to CITY an intermodulation study to show that installation of said replacement antennas will not violate the interference provisions of this Section 2.
- 2.02 TENANT shall use the Lease Premises and Tower Space for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of an equipment shelter, to meet TENANT's telecommunications needs and all necessary connecting appurtenances. TENANT's current and anticipated future needs are shown on the site plan attached hereto as Exhibit "B." Although TENANT may not initially install all of the telecommunications equipment cabinets and appurtenances shown on said site plan, TENANT shall have the right to make all such ground installations and to replace, repair or otherwise modify its telecommunications ground equipment and appurtenances or any portion thereof installed within the Lease Premises with prior written approval from the CITY, not to be unreasonably withheld, conditioned, or delayed, including modifications for compliance with any current or future federal, state or local mandated application, including but not limited to, emergency 911 communication services; provided however, TENANT shall not have the right to make any installations outside the boundaries of the Lease Premises and Tower Space without obtaining the CITY's prior written consent and/or issuance of an applicable CITY permit(s).
- 2.03 TENANT shall be responsible for soil borings and similar tests which may be required as a condition of construction and for all expenses related to its improvements which may thereafter be constructed upon Property. CITY grants TENANT the right to use adjoining

and adjacent property owned by CITY ("Staging Area") as is reasonably required during construction and installation of TENANT's improvements, provided, however, that (a) TENANT obtain in advance written approval from the Director of Parks and Recreation and Risk Manager, which approval shall not be unreasonably withheld, conditioned, or delayed, specifying the timing and frequency of use of such Staging Area and delineating the physical parameters of such Staging Area as part of an appropriate CITY permit, and (b) TENANT shall be responsible for restoring said Staging Area to its original condition upon completion of the improvements.

- 2.04 TENANT shall maintain the Property in a safe and workman-like condition and meet all applicable requirements imposed by ordinances of the CITY, including but not limited to maintenance of the interior compound area of the Property with regular landscaping to remove weeds and growth, as well as debris/trash removal in and around the Property.
- 2.05 TENANT shall supply at the time of execution of this Agreement all specific transmit and receive frequencies assigned by the Federal Communications Commission ("FCC") to TENANT for use on the Property and the Tower, which frequencies are disclosed on Exhibit "D" hereto. Notwithstanding the designation of frequencies per this paragraph, TENANT shall have the right to change and/or add to the frequencies it transmits and receives from the Property and the Tower provided (i) TENANT provides CITY with at least thirty (30) days prior written notice, (ii) the use of such frequencies does not result in violation of the interference provisions of Section 2 of this Agreement and (iii) TENANT or its FCC licensee affiliate entities are licensed or authorized by the FCC to use such frequencies.
- 2.06 TENANT shall furnish electric service for the operation of TENANT's telecommunications equipment in the Property. TENANT shall be solely liable for electricity expenses relating to its installation and equipment. TENANT's electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter.
- 2.07 TENANT shall submit all required applications for permits to the applicable City and/or County departments for review and approval and required fees.
- 2.08 TENANT shall be responsible for making any necessary returns for and paying any and all personal property taxes separately levied or assessed against its improvements on the Property. TENANT shall reimburse CITY, as additional rent, for TENANT's proportionate share of any increase in real estate taxes levied against the Land in excess of the taxes due for the previous years' real estate taxes on the Land, provided CITY demonstrates that such increase arises from TENANT's improvements and/or TENANT's use of the Property. TENANT shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which TENANT is wholly or partly responsible for payment under this Agreement. CITY shall reasonably cooperate with TENANT in filing any appeal or challenge to real estate taxes.
- 2.09 Upon the expiration or earlier termination of this Agreement, TENANT shall, within one hundred and twenty (120) days, remove its personal property and fixtures and restore the Property to its original condition, reasonable wear and tear and acts beyond TENANT's control excepted. At CITY's option, when this Agreement is terminated and upon CITY's advance written notice to TENANT, TENANT will leave the foundation and security fences to become property of CITY. If such time for removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, on an existing monthly prorated basis, for the one hundred and twenty (120) day period provided herein, partial month occupancy will be rounded to the full monthly rate for purposes of determining full payment. If TENANT has not completely removed its personal property and fixtures and restored the Property to its original condition after

expiration of the one hundred and twenty (120) day period, TENANT shall thereafter pay rent at a rate DOUBLE the then existing monthly rate in accordance with F.S. §83.06, as amended, and this provision shall constitute demand for same in advance should those events occur, until such time as the removal of personal property and fixtures is completed.

- 2.10 TENANT shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within thirty (30) days following receipt of notice from the CITY of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which CITY permits TENANT to perform on the Property shall be deemed to be for the use and benefit of CITY by reason of its consent to such work. CITY shall have the right 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 in the Tower. CITY will permit TENANT access to all portions of the Tower that TENANT may need in order to check and replace such required or recommended lighting or markings.
- 2.13 TENANT acknowledges and agrees that the TENANT'S equipment installations shall be located 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 place around the perimeter of the Lease Premises and Non-Exclusive Ground Easement Premises, respectively, security fences 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 shall not install any lock or security device onto the entry/exit point of the security fence surrounding the Non-Exclusive Ground Easement Premises, unless such lock or security device allows access to the CITY and its other tenants upon the Tower. TENANT shall install landscaping on the exterior of the Non-Exclusive Ground Easement's security fence which meets the approval and requirements of the CITY.
- 2.15 TENANT shall use antenna wraps which match the color and style of the other concealment elements on all panel antennas and shall not permit installation of RRU's, RACAPs, or any

other non-panel type antenna or other equipment without first demonstrating to CITY the concealment elements that will be used for such antenna types.

**Section 3.** DUTIES AND RESPONSIBILITIES OF CITY

- 3.01 CITY shall cooperate with TENANT in its effort to obtain certificates, permits and other approvals that may be required by any federal, state or county authorities.
- 3.02 CITY shall grant TENANT the right to survey the Property in order to meet requirements to submit the applications for permits.
- 3.03 CITY shall reasonably cooperate with TENANT in its effort to obtain utility services over, under, along or across the Land to connect the nearest public right-of-way, to wit: Northwest 49<sup>th</sup> Avenue, to the Lease Premises, including signing such documents as may be required by any public utility. If any public utility is unable to use the aforementioned Utility Easement described in Exhibit "B," the CITY hereby agrees to consider granting an additional utility easement either to the TENANT or to the public utility through amendment of this Agreement or by separate instrument.
- 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 cause the Tower to become marked or illuminated, in which case Section 2.12 above shall apply.

**Section 4.** ACKNOWLEDGEMENT

- 4.01 CITY and TENANT acknowledge that TENANT's ability to use the Property and Tower Space is contingent upon TENANT obtaining, after the execution of the Agreement, all the certificates, permits and other approvals that are required by any federal, state and/or local authorities. In the event that any certificate, permit or approval issued to TENANT is canceled, expires, lapses or is otherwise withdrawn or terminated by a governmental authority, so that TENANT is unable to use the Property and Tower for their intended purpose, TENANT shall have the right to terminate this Agreement by providing a six (6) month written notice prior to the effective termination date.
- 4.02 TENANT agrees that it will not use (other than batteries or safely transported fuel for use by a City-approved generator inside the Lease Premises), generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. CITY represents, warrants and agrees (a) that neither CITY nor, to CITY's knowledge, any third party has misused, generated, stored or disposed of, or permitted the use (other than safely transported fuel for use by a City-approved generator inside the Lease Premises of another tenant), generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (b) that CITY will not permit any third party to use (other than safely transported fuel for use by a City-approved generator inside the Lease Premises of another tenant), generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. CITY and TENANT each agree to defend, indemnify and hold harmless the other and the other's partners, 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. TENANT has the right to terminate the Agreement if TENANT becomes aware of any hazardous materials on the Property (other

than as disclosed herein), or any environmental or industrial hygiene condition or matter relating to the Property that, in a reasonably prudent person's view, renders the condition of the Property unsuitable for TENANT'S use.

- 4.03 CITY covenants that CITY has good and sufficient title and interest to the Land and has full authority to enter into and execute this Agreement. CITY further covenants that there are no other liens, judgments or impediments of title on the Land that would impair the CITY's ability to enter into this Agreement.
- 4.04 TENANT covenants that the person or persons executing this Agreement on behalf of TENANT has the full right, power and authority to enter into and execute this Agreement on TENANT 's behalf.

Section 5. TERM OF AGREEMENT

- 5.01 Term: The initial term of this Agreement shall be ten (10) years commencing upon the first to occur: (i) thirty (30) days after the issuance of a building permit for the commencement of installation by TENANT, or (ii) the first day of the month immediately following the date that is one hundred twenty (120) days after the Effective Date of this Agreement ("Commencement Date"), and terminating on the day immediately preceding the tenth (10<sup>th</sup>) anniversary of the Commencement Date (the "Term") unless otherwise terminated pursuant to the terms of this Agreement. TENANT shall have the right to extend the Term for three (3) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein.
- 5.02 Renewals: The Renewal Terms shall automatically occur unless TENANT gives written notice to the CITY of its intention not to extend this Agreement at least six (6) months prior to the end of the current term.

Section 6. CONSIDERATION

- 6.01 Rent: Within thirty (30) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay, as rent, Thirty-Six Thousand Five Hundred and XX/100 Dollars (\$36,500.00) per year payable in equal monthly installments ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to CityScape Consultants, Inc., the City's Tower Manager, at the address specified in Section 16 herein or to such other person, firm or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section 16 below. The rent thereafter shall be increased annually on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the annual rent in effect for the previous twelve (12) months.
- 6.02 TENANT shall pay all applicable sales taxes (except to the extent that TENANT is or may become exempt from the payment of sales tax in the jurisdiction in which the Land is located), real estate taxes directly assessed against TENANT's property, utility charges, cost of maintenance, and all other charges and expenses associated with the TENANT's use of the Property and the Tower.

Section 7. TERMINATION

- 7.01 Prior to the end of each term of this Agreement, TENANT may terminate this Agreement by providing written notice to the CITY, pursuant to Section 16, at least six (6) months prior to the end of the current term.

- 7.02 Should TENANT default under any of the terms of this Agreement, CITY may terminate this Agreement for any cause by providing a ninety (90) calendar day written notice to TENANT; however, TENANT shall be given the opportunity to correct any default within forty-five (45) calendar days of receipt of written notice of such default from CITY. This Agreement shall not be terminated if such default is of a nature that it cannot be cured in forty-five (45) calendar days and TENANT is diligently proceeding to cure such defect, in such event TENANT must complete the cure within one hundred eighty (180) days or this Agreement shall be deemed terminated.
- 7.03 This Agreement will automatically terminate at the end of the last Renewal Term (i.e., after a period of twenty-five (25) years from the Commencement Date).
- 7.04 In the event of termination of this Agreement by TENANT, all rental fees paid prior to said termination date shall be retained by the CITY, and same shall not be considered the exclusive remedy for CITY when other remedies may be available at law or equity.
- 7.05 Upon termination, TENANT shall offer CITY first option to purchase certain remaining improvements located on the Property for the agreed upon sum of One Hundred and XX/100 Dollars (\$100.00). The parties acknowledge that TENANT's equipment shelter(s) is not intended to remain upon termination, and must be properly removed by TENANT, unless other written arrangements are made with the CITY. CITY shall have sixty (60) calendar days before the final termination in which to exercise this option. Notwithstanding the foregoing, under no circumstances does CITY have the right to purchase any of TENANT's equipment unless such equipment is offered for sale.
- 7.06 TENANT shall have a reasonable time, not to exceed fifteen (15) days from receipt of notice from the CITY to the TENANT, to correct any safety hazard in violation of federal, state, county or local law or ordinance that exists on the Property after receipt of notice from any appropriate CITY official or designee. Failure to comply with this provision may result in the 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, in connection with or because of the use and occupancy of the Property by TENANT or its officers, agents, employees or independent contractors under this Agreement or the breach of this Agreement, by TENANT. Pursuant to the foregoing, TENANT shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, reasonable attorney fees, paralegal fees, and costs to defend all suits. Such indemnification shall not be limited to the amount of insurance coverage, which TENANT is required to obtain under this Agreement. This indemnity shall not apply to the extent any claims arise from an act of negligence or intentional misconduct of the indemnified party.
- 8.02 To the extent permitted by law, the CITY agrees to indemnify TENANT, its officers, agents and employees, for liability arising out of third party premises liability claims where the duty to warn falls solely upon the CITY. Pursuant to its liability, CITY shall pay all claims, losses,

liens, settlements and judgments as provided herein, in connection therewith, including, but not limited to, attorney fees, paralegal fees, and costs to defend all suits. This indemnity shall not apply to the extent any claims arise from an act of negligence or intentional misconduct of the indemnified party. Nothing contained herein is intended nor shall be construed to give consent to be sued by third parties or to waive the CITY's rights and immunities under Section 768.28, Fla. Stat. as amended from time to time.

Section 9.        **INSURANCE**

- 9.01    CITY and TENANT shall each procure 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 agents arising out of or in connection with its use of the Property and/or the Tower, all as provided for herein. TENANT may self-insure this required coverage. If TENANT opts to self-insure, it shall provide the CITY with a recent audited financial statement and description of how the self-insurance program is funded, along with a liability coverage statement signed by an authorized corporate officer.
- 9.02    CITY, upon execution of this Agreement by TENANT, requires a Certificate of Insurance from a Florida eligible insurance carrier, including CITY as an additional insured as their interests may appear under TENANT's commercial general liability insurance policy. Upon receipt of notice of cancellation from its insurer TENANT shall provide City with thirty (30) day written notice of cancellation or non-renewal of any required coverage that is not replaced.
- 9.03    CITY and TENANT each hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Land, the Property, the Tower or to any property contained thereon, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them.
- 9.04    Any contractor or subcontractors who perform work on behalf of TENANT shall maintain at least substantially the same insurance coverages with substantially the same limits as that required of TENANT is required to maintain under this Agreement.
- 9.05    Violation of the terms of Section 9 and its sub-parts shall constitute a breach of the Agreement and CITY, at its sole discretion, may terminate the Agreement.

Section 10.    **ASSIGNMENT**

- 10.01   This Agreement may be sold, assigned or transferred by TENANT without any approval or consent of CITY to TENANT's principal(s), FCC licensee affiliate entities, or any subsidiary of TENANT, its principal(s) or FCC licensee affiliate entities, or to any FCC licensed wireless provider entity which acquires all or substantially all of TENANT'S assets in the market defined by the FCC in which the Land is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement, or any portion hereof, may not be sold, assigned, sublet or transferred without the written consent of CITY Commission, which such consent will not be unreasonably withheld, delayed or conditioned. Upon explicit written consent to an assignment by the CITY, TENANT is relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.



- 10.02 The CITY may assign some or all of its responsibilities under this Agreement to a tower management company, including the right to administer this Agreement, collect rent, ensure compliance with applicable federal and state laws, and other administrative details, without consent of TENANT.

CITY's current Management Company:  
CityScape Consultants, Inc.  
Attn: Kay Miles  
2423 S. Orange Ave #317  
Orlando, FL 32806  
Tel: 877-438-2851  
Email: Kay@cityscapegov.com

Section 11. COMPLIANCE WITH LAWS

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

Section 12. GOVERNING LAW: VENUE

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

Section 13. INSOLVENCY

- 13.01 In the event that either party shall be adjudicated insolvent, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation and such proceeding is not discharged or vacated within one hundred twenty (120) calendar days after the filing thereof, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect. Notwithstanding the foregoing, TENANT shall not be in breach of this paragraph so long as TENANT is not in default of its rental obligation under this Agreement.

Section 14. ENTIRE AGREEMENT

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

Section 15. SEVERABILITY

- 15.01 Should any part, term or provision of this Agreement be by a court of competent jurisdiction decided to be invalid, illegal or in conflict with any law of the State of Florida or any

applicable federal law, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 16.**     **NOTICES**

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

**As to CITY:**

CITY's Tower Manager:  
CityScape Consultants, Inc.  
2423 S. Orange Ave #317  
Orlando, FL 32806  
Attention: Contract Administrator

With copy to:

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

**As to TENANT:**

NEW CINGULAR WIRELESS PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site Name: Winston Park (FL)  
Fixed Asset #: 12981950  
1025 Lenox Park Blvd NE  
3rd Floor  
Atlanta, GA 30319

With copy to:

New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site Name: Winston Park (FL)  
Fixed Asset #: 12981950  
208 S. Akard Street  
Dallas, TX 75202-4206

**Section 17.**     **OTHER PROVISIONS**

- 17.01 Should the CITY, at any time during the term of this Agreement, decide to sell all or part of the Land to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT's rights hereunder, and any sale by the CITY of the portion of the Land specifically the Property and rights herein granted, shall be under and subject to the right of the TENANT.
- 17.02 If anyone party to this Agreement obtains a final judgment against the other party by reason of breach of this Agreement, the prevailing party shall be entitled to all actual expenses incurred in connection therewith, including reasonable attorney's fees and costs, including paralegal costs, at both the trial and appellate levels.
- 17.03 CITY agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of TENANT shall remain the personal property of TENANT, and TENANT shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable law, except for any lighting installation required under Section 2.12, which TENANT shall convey by Bill of Sale, approved as to legal form and sufficiency by the CITY Attorney, to CITY for \$1.00 in the event of termination of this Agreement. CITY waives any lien rights it may have concerning TENANT's property.
- 17.04 If circumstances occur or threaten to occur from which CITY may reasonably conclude that damage is likely to occur to the property of TENANT, or to the property of any other person/tenant, or that substantial threat to life exists, before agents of TENANT can be

advised and respond, CITY without notice to TENANT, may repair, maintain, de-energize, disconnect or dismantle any or all equipment and/or lines of TENANT and take any other action which, in CITY's discretion, may appear necessary, with respect to the property of TENANT, without any liability on the part of CITY for any damage that such action may cause except to the extent such damage results from the gross negligence or willful misconduct of CITY. If CITY takes any actions authorized by this Section 17.04, it will telephonically notify TENANT thereof by calling AT&T NOC: (800) 638-2822 as soon as practicable under the circumstances. Nothing herein is intended nor shall it be construed as a waiver of the CITY's rights and immunities under Section 768.28, Fla.. Stat., as amended from time to time.

- 17.05 TENANT hereby covenants for itself, its representatives, successors in interest, assigns, and subcontractors, as a part of the consideration hereof, that: 1) 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 2) no employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application for employment to be employed by TENANT to carry out its tenancy with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to the tenancy afforded by this Agreement. That in the event of a proven breach of the above non-discrimination covenant, the CITY shall have the right to terminate this Agreement as if this it had never been made, and avail itself of any remedies available in law or equity.

Section 18. RECORDATION

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

Section 19. DESTRUCTION OR CONDEMNATION

- 19.01 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. CITY shall furnish TENANT with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of TENANT or CITY or persons under their direct supervision will be permitted to enter said premises. When large vehicles or heavy machinery on behalf of

TENANT are required to perform work on the Lease Premises, same must be coordinated in advance with the CITY's Risk Manager and Director of Parks and Recreation, with approval granted in writing. A fuel truck for refueling TENANT's generator is not considered heavy machinery and will not require advance coordination.

**Section 21.**      **WARRANTY OF QUIET ENJOYMENT**

- 21.01 CITY warrants that CITY has the full right to make and perform this Agreement; and CITY covenants and agrees with TENANT that upon TENANT paying the Rent and observing and performing all the terms, covenants and conditions on TENANT's part to be observed and performed, TENANT shall peacefully and quietly enjoy the Lease Premises and Tower Space.

**Section 22.**      **SUCCESSORS AND MANNER OF EXECUTION**

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

**Section 23.**      **SURVIVAL**

- 23.01 The provisions of the Agreement relating to indemnification from one 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.

[Signature Pages to Follow]

OWNER Site I.D.: Winston Park  
SITE MANAGEMENT I.D.  
TENANT Site I.D. 12981950

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

CITY

ATTEST

CITY OF COCONUT CREEK

Leslie Wallace May 10/10/19  
Leslie Wallace May, City Clerk Date

Sandra L. Welch 10/10/19  
Print Name: Sandra L. Welch Date  
Title: Mayor

Approved as to form:

Terrill C. Pyburn 10/10/19  
Terrill C. Pyburn, City Attorney Date

OWNER Site I.D.: Winston Park  
SITE MANAGEMENT I.D.  
TENANT Site I.D. 12981950

WITNESSES:

Print Name: Amy Meek

By: [Signature]

Print Name: Blair Ellenberger

By: [Signature]

TENANT:

New Cingular Wireless PCS, LLC  
A Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Sole Manager

By: [Signature]

Print Name: JOHN HEGGAY

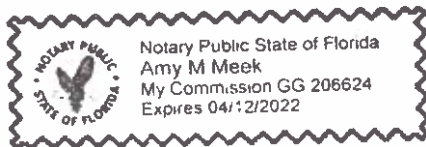
Title: Area Manager

Date: 10/9/19

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 9th day of October, 2019.  
By John Heggay as Area Manager of AT&T Mobility Corporation, a Delaware corporation and sole manager of NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company. He/she is personally known to me or has provided \_\_\_\_\_ as identification and he/she did/did not take an oath.



[Signature]  
Notary Public, State of Florida

Amy M. Meek  
Printed, typed or stamped Name of Notary  
My commission number and expiration date:

OWNER Site I.D.: Winston Park  
SITE MANAGEMENT I.D.  
TENANT Site I.D. 12981950

#### **EXHIBIT A**

to the Agreement dated October 10<sup>th</sup>, 2019, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

#### **LEGAL DESCRIPTION OF LAND**

The Land is described and/or depicted as follows:

**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.**

OWNER Site I.D.: Winston Park  
SITE MANAGEMENT I.D.  
TENANT Site I.D. 12981950

## EXHIBIT B

to the Agreement dated October 10<sup>th</sup>, 2019, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

### DESCRIPTION OF THE PROPERTY AND SITE PLAN DEPICTING THE LEASE PREMISES, NON-EXCLUSIVE GROUND EASEMENT PREMISES, TOWER SPACE, NON-EXCLUSIVE UTILITY EASEMENT, AND NON-EXCLUSIVE ACCESS EASEMENT

#### LEGAL DESCRIPTION OF LEASE PREMISES

##### LEASE PARCEL:

A PORTION OF LAND LYING IN SECTION 7, TOWNSHIP 48 SOUTH, RANGE 42 EAST BROWARD COUNTY, FLORIDA; SAID LAND BEING A PORTION OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, ACCORDING TO THE 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 (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°24'54" EAST, ALONG THE CENTERLINE OF SAID NORTHWEST 49TH AVENUE, A DISTANCE OF 106.86 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 89°35'06" WEST, A DISTANCE OF 369.62 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 07°32'34" EAST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 82°27'26" WEST, A DISTANCE OF 17.00 FEET; THENCE NORTH 07°32'34" WEST, A DISTANCE OF 16.50 FEET; THENCE NORTH 82°27'26" EAST, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 280.50 SQUARE FEET OR 0.006 ACRES, MORE OR LESS.

#### LEGAL DESCRIPTION OF NON-EXCLUSIVE GROUND EASEMENT PREMISES

##### NON-EXCLUSIVE EASEMENT:

A NON-EXCLUSIVE EASEMENT LYING IN SECTION 7, TOWNSHIP 48 SOUTH, RANGE 42 EAST BROWARD COUNTY, FLORIDA; SAID LAND BEING A PORTION OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°24'54" EAST, ALONG THE CENTERLINE OF SAID NORTHWEST 49TH AVENUE, A DISTANCE OF 106.86 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 89°35'06" WEST, A DISTANCE OF 369.62 FEET; THENCE SOUTH 07°32'34" EAST, A DISTANCE OF 16.50 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 07°32'34" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 82°27'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 07°32'34" WEST, A DISTANCE OF 25.50 FEET; THENCE NORTH 82°27'26" EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 07°32'34" EAST, A DISTANCE OF 16.50 FEET; THENCE NORTH 82°27'26" EAST, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING

CONTAINING 229.50 SQUARE FEET, 0.005 ACRES, MORE OR LESS.



OWNER Site I.D.: Winston Park  
SITE MANAGEMENT I.D.  
TENANT Site I.D. 12981950

## LEGAL DESCRIPTION OF NON-EXCLUSIVE UTILITY EASEMENT

### FIVE (5) FOOT WIDE UTILITY EASEMENT:

A FIVE (5) FOOT WIDE UTILITY EASEMENT LYING IN SECTION 7, TOWNSHIP 48 SOUTH, RANGE 42 EAST BROWARD COUNTY, FLORIDA; SAID EASEMENT LYING OVER A PORTION OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID EASEMENT LYING TWO AND A HALF (2.50) FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°24'54" EAST, ALONG THE CENTERLINE OF SAID NORTHWEST 49TH AVENUE, A DISTANCE OF 106.86 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 89°35'06" WEST, A DISTANCE OF 369.62 FEET; THENCE SOUTH 82°27'26" WEST, A DISTANCE OF 14.50 FEET FOR A POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 09°52'27" WEST, A DISTANCE OF 22.57 FEET; THENCE NORTH 82°27'55" EAST, A DISTANCE OF 17.82 FEET; THENCE NORTH 00°25'06" WEST, A DISTANCE OF 59.51 FEET; THENCE NORTH 30°28'32" WEST, A DISTANCE OF 11.34 FEET; THENCE NORTH 00°00'04" EAST, A DISTANCE OF 60.98 FEET; THENCE SOUTH 89°59'56" EAST, A DISTANCE OF 29.52 FEET TO POINT "A"; THENCE SOUTH 89°59'56" EAST, A DISTANCE OF 301.74 FEET; THENCE NORTH 00°00'04" EAST, A DISTANCE OF 58.47 FEET; THENCE NORTH 89°35'07" EAST, A DISTANCE OF 18.60 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID NORTHWEST 49TH AVENUE, AND THE POINT OF TERMINUS; THENCE RETURNING TO AFORESAID POINT "A", NORTH 00°00'04" EAST, A DISTANCE OF 18.41 FEET; THENCE NORTH 17°40'13" WEST, A DISTANCE OF 3.51 FEET FOR A POINT OF TERMINUS.

SAID EASEMENT CONTAINING 2,997.18 SQUARE FEET OR 0.069 ACRES, MORE OR LESS.

## LEGAL DESCRIPTION OF NON-EXCLUSIVE ACCESS EASEMENT

### TWELVE (12) FOOT WIDE INGRESS AND EGRESS EASEMENT:

A TWELVE (12) FOOT WIDE INGRESS AND EGRESS EASEMENT LYING IN SECTION 7, TOWNSHIP 48 SOUTH, RANGE 42 EAST BROWARD COUNTY, FLORIDA; SAID EASEMENT LYING OVER A PORTION OF TRACT "K", WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID EASEMENT LYING SIX (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 (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°24'54" EAST, ALONG THE CENTERLINE OF SAID NORTHWEST 49TH AVENUE, A DISTANCE OF 106.86 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 89°35'06" WEST, A DISTANCE OF 369.62 FEET; THENCE SOUTH 07°32'34" EAST, A DISTANCE OF 25.50 FEET; THENCE SOUTH 82°27'25" WEST, A DISTANCE OF 9.32 FEET FOR A POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 07°32'05" EAST, A DISTANCE OF 38.08 FEET; THENCE NORTH 72°14'17" EAST, A DISTANCE OF 3.75 FEET; THENCE NORTH 44°55'29" EAST, A DISTANCE OF 43.29 FEET; THENCE NORTH 30°18'09" EAST, A DISTANCE OF 80.79 FEET; THENCE NORTH 22°19'06" EAST, A DISTANCE OF 47.65 FEET; THENCE NORTH 57°05'17" EAST, A DISTANCE OF 32.60 FEET; THENCE NORTH 74°53'36" EAST, A DISTANCE OF 30.28 FEET; THENCE NORTH 88°45'47" EAST, A DISTANCE OF 195.16 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID NORTHWEST 49TH AVENUE, AND THE POINT OF TERMINUS.

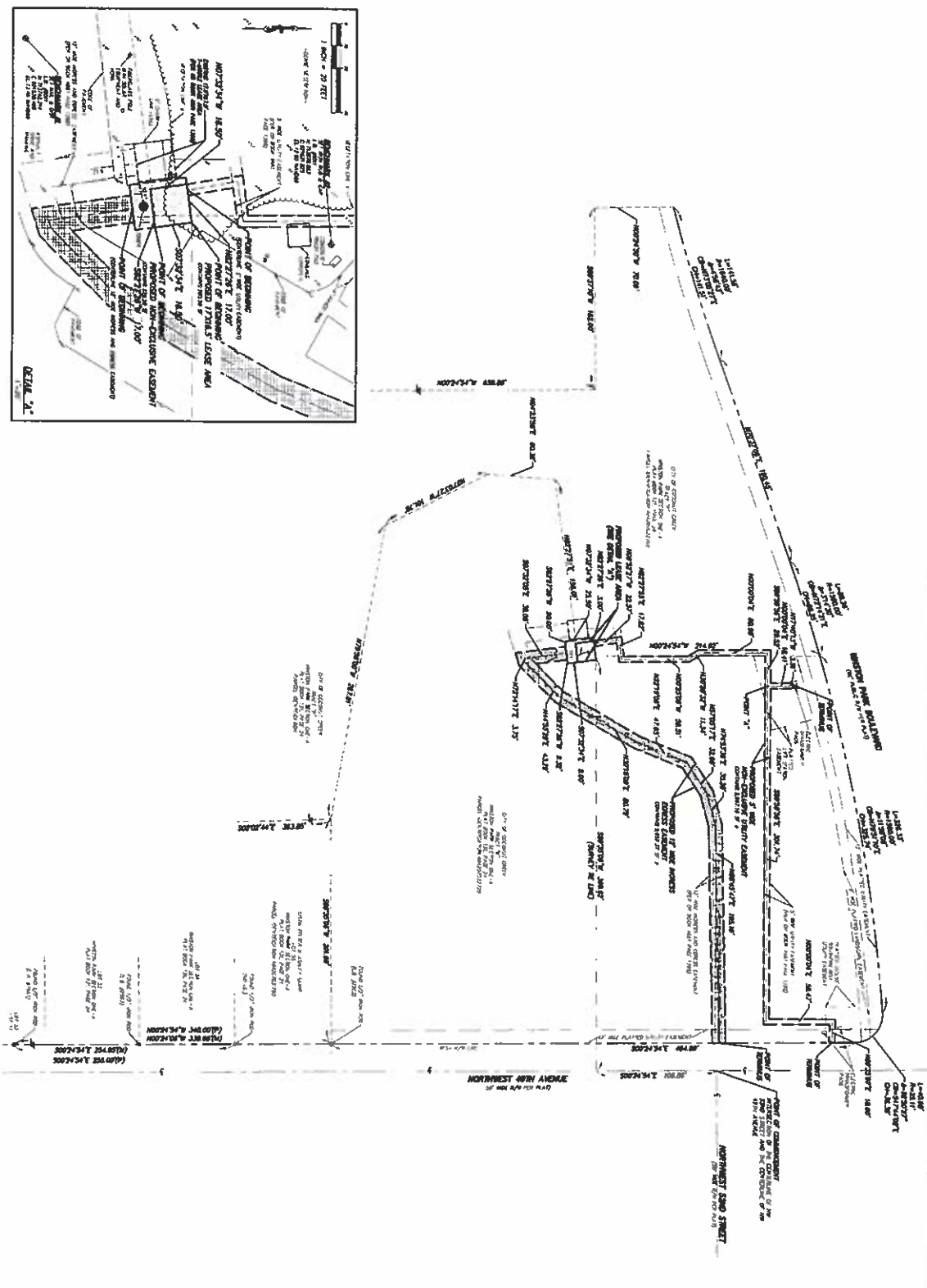
SAID EASEMENT CONTAINING 5,652.37 SQUARE FEET OR 0.130 ACRES, MORE OR LESS.

## TOWER SPACE LEASED

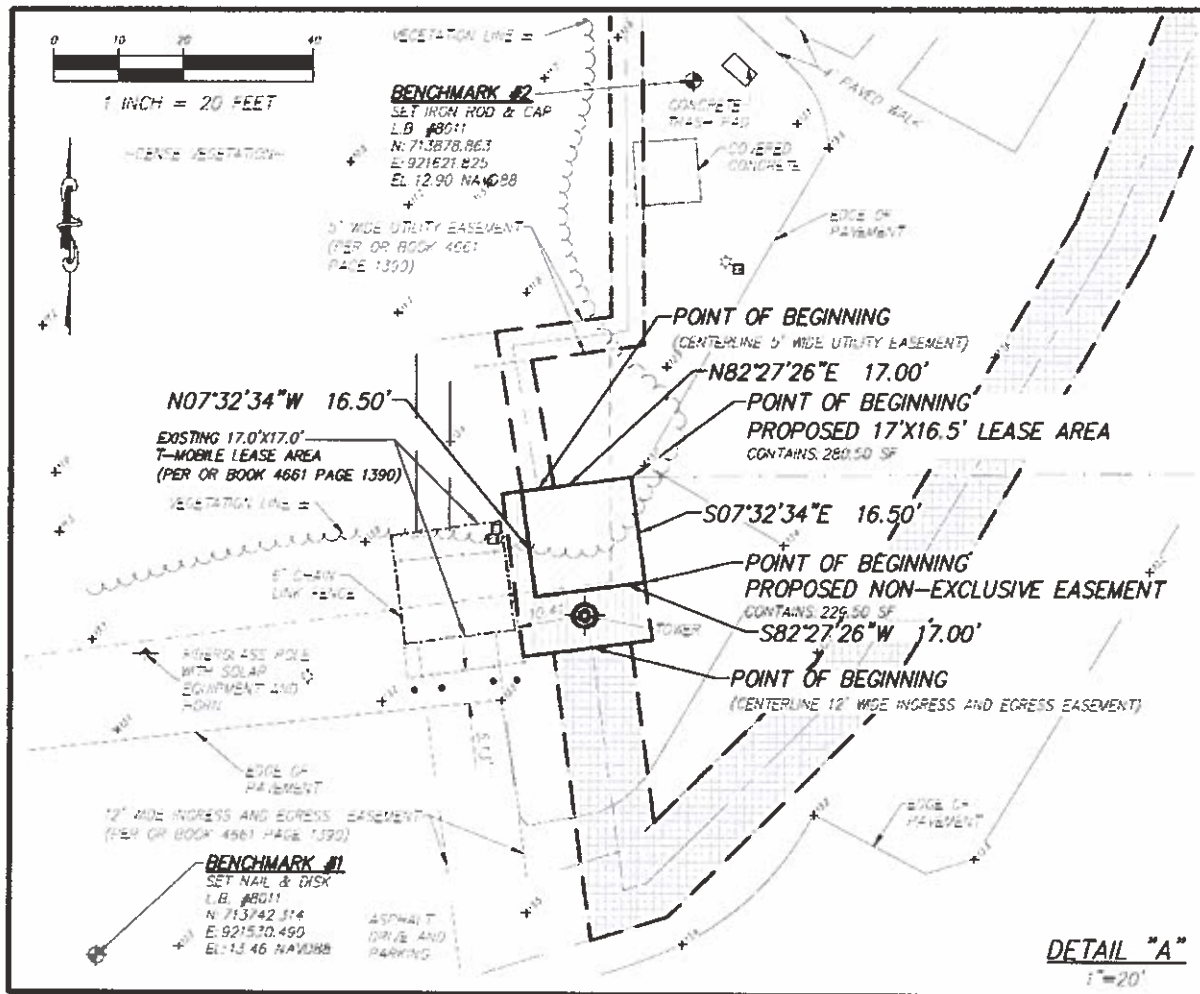
Centerline of 80' (eighty feet) above ground level on the tower

OWNER Site I.D.: Winston Park  
 SITE MANAGEMENT I.D.  
 TENANT Site I.D. 12981950

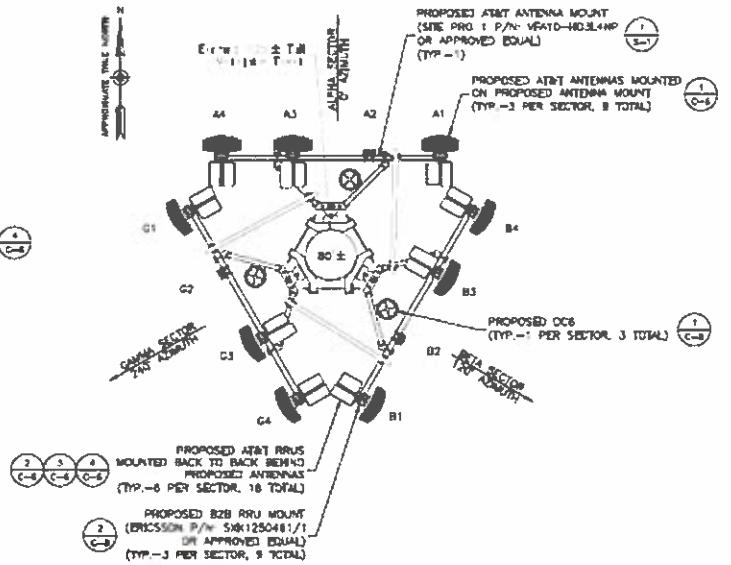
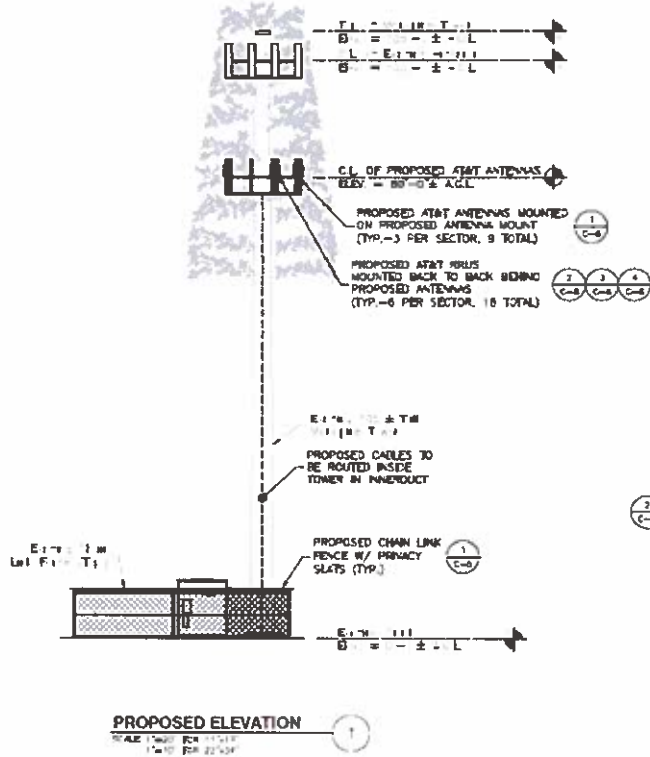
TENANT's Site Plan is described as follows:



OWNER Site I.D.: Winston Park  
 SITE MANAGEMENT I.D.  
 TENANT Site I.D. 12981950



OWNER Site I.D.: Winston Park  
 SITE MANAGEMENT I.D.  
 TENANT Site I.D. 12981950



- NOTE:
1. DC6 LOCATION TO BE DETERMINED BY FIELD PERSONNEL.
  2. PAINT PROPOSED EQUIPMENT TO MATCH EXISTING CONDITIONS.

OWNER Site I.D.: Winston Park  
SITE MANAGEMENT I.D.  
TENANT Site I.D. 12981950

### EXHIBIT C

to the Agreement dated October 10<sup>th</sup>, 2019, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

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

Re: Cell Site Name: Winston Park (FL)  
Fixed Asset #: 12981950  
Attn: Network Real Estate Administration

### MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into on October \_\_\_\_\_, 2019, by the City of Coconut Creek, a municipal corporation, with an address at 4800 West Copans Road, Coconut Creek, Florida 33063 (hereinafter referred to as "**Owner**" or "**Landlord**") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, with a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319. hereinafter referred to as "**Tenant**").

1. Owner and Tenant entered into a Lease Agreement ("**Agreement**") dated as of October \_\_\_\_\_, 2019 ("**Effective Date**") for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements related to that purpose. All of the foregoing is set forth in the Agreement.

2. The term of Tenant's tenancy under the Agreement is for ten (10) years commencing upon the first to occur: (i) thirty (30) days after the issuance of a building permit for the commencement of installation by Tenant, or (ii) the first day of the month immediately following the date that is one hundred twenty (120) days after full execution of this Agreement (the "**Commencement Date**") and terminating on the day immediately preceding the tenth (10<sup>th</sup>) anniversary of the Commencement Date, with three (3) successive five (5) year options to renew.

3. The Lease Premises, Non-Exclusive Ground Easement Premises, Tower Space, Non-Exclusive Utility Easement, and Non-exclusive Access 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 access and utility easements (the "**Property**") are set forth in the Agreement.

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

**LANDLORD:**

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

**TENANT:**

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

OWNER Site I.D.: Winston Park  
SITE MANAGEMENT I.D.  
TENANT Site I.D. 12981950

By: EXHIBIT ONLY – DO NOT EXECUTE

Name: Sandra L. Welch

Title: Mayor

Date: \_\_\_\_\_

By: EXHIBIT ONLY – DO NOT EXECUTE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2019, before me, \_\_\_\_\_,  
Notary Public, personally appeared Sandra L. Welch, Mayor, for the City of Coconut Creek, a municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2019, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_ (Name), \_\_\_\_\_ (Title), of AT&T Mobility Corporation, a Delaware corporation and sole manager for NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires: \_\_\_\_\_

OWNER Site I.D.: Winston Park  
SITE MANAGEMENT I.D.  
TENANT Site I.D. 12981950

**MEMORANDUM OF AGREEMENT  
EXHIBIT 1**

**LEGAL DESCRIPTIONS OF LEASE PREMISES, NON-EXCLUSIVE GROUND EASEMENT PREMISES,  
TOWER SPACE AND UTILITY EASEMENT**

to the Memorandum of Agreement dated October 10<sup>th</sup>, 2019, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

**LEGAL DESCRIPTION OF LEASE PREMISES**

LEASE PARCEL:

A PORTION OF LAND LYING IN SECTION 7, TOWNSHIP 48 SOUTH, RANGE 42 EAST BROWARD COUNTY, FLORIDA; SAID LAND BEING A PORTION OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, ACCORDING TO THE 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 (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°24'54" EAST, ALONG THE CENTERLINE OF SAID NORTHWEST 49TH AVENUE, A DISTANCE OF 106.86 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 89°35'06" WEST, A DISTANCE OF 369.62 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 07°32'34" EAST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 82°27'26" WEST, A DISTANCE OF 17.00 FEET; THENCE NORTH 07°32'34" WEST, A DISTANCE OF 16.50 FEET; THENCE NORTH 82°27'26" EAST, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 280.50 SQUARE FEET OR 0.006 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION OF NON-EXCLUSIVE GROUND EASEMENT PREMISES**

NON-EXCLUSIVE EASEMENT:

A NON-EXCLUSIVE EASEMENT LYING IN SECTION 7, TOWNSHIP 48 SOUTH, RANGE 42 EAST BROWARD COUNTY, FLORIDA; SAID LAND BEING A PORTION OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°24'54" EAST, ALONG THE CENTERLINE OF SAID NORTHWEST 49TH AVENUE, A DISTANCE OF 106.86 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 89°35'06" WEST, A DISTANCE OF 369.62 FEET; THENCE SOUTH 07°32'34" EAST, A DISTANCE OF 16.50 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 07°32'34" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 82°27'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 07°32'34" WEST, A DISTANCE OF 25.50 FEET; THENCE NORTH 82°27'26" EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 07°32'34" EAST, A DISTANCE OF 16.50 FEET; THENCE NORTH 82°27'26" EAST, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 229.50 SQUARE FEET, 0.005 ACRES, MORE OR LESS.

OWNER Site I.D.: Winston Park  
SITE MANAGEMENT I.D.  
TENANT Site I.D. 12981950

## LEGAL DESCRIPTION OF NON-EXCLUSIVE UTILITY EASEMENT

### FIVE (5) FOOT WIDE UTILITY EASEMENT:

A FIVE (5) FOOT WIDE UTILITY EASEMENT LYING IN SECTION 7, TOWNSHIP 48 SOUTH, RANGE 42 EAST BROWARD COUNTY, FLORIDA; SAID EASEMENT LYING OVER A PORTION OF TRACT "K" AND TRACT "P", WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID EASEMENT LYING TWO AND A HALF (2.50) FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 52ND STREET (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°24'54" EAST, ALONG THE CENTERLINE OF SAID NORTHWEST 49TH AVENUE, A DISTANCE OF 106.86 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 89°35'06" WEST, A DISTANCE OF 369.62 FEET; THENCE SOUTH 82°27'26" WEST, A DISTANCE OF 14.50 FEET FOR A POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 09°52'27" WEST, A DISTANCE OF 22.57 FEET; THENCE NORTH 82°27'55" EAST, A DISTANCE OF 17.82 FEET; THENCE NORTH 00°25'06" WEST, A DISTANCE OF 59.51 FEET; THENCE NORTH 30°28'32" WEST, A DISTANCE OF 11.34 FEET; THENCE NORTH 00°00'04" EAST, A DISTANCE OF 60.98 FEET; THENCE SOUTH 89°59'56" EAST, A DISTANCE OF 29.52 FEET TO POINT "A"; THENCE SOUTH 89°59'56" EAST, A DISTANCE OF 301.74 FEET; THENCE NORTH 00°00'04" EAST, A DISTANCE OF 58.47 FEET; THENCE NORTH 89°35'07" EAST, A DISTANCE OF 18.60 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID NORTHWEST 49TH AVENUE, AND THE POINT OF TERMINUS; THENCE RETURNING TO AFORESAID POINT "A", NORTH 00°00'04" EAST, A DISTANCE OF 18.41 FEET; THENCE NORTH 17°40'13" WEST, A DISTANCE OF 3.51 FEET FOR A POINT OF TERMINUS.

SAID EASEMENT CONTAINING 2,997.18 SQUARE FEET OR 0.069 ACRES, MORE OR LESS.

## LEGAL DESCRIPTION OF THE NON-EXCLUSIVE ACCESS EASEMENT

### TWELVE (12) FOOT WIDE INGRESS AND EGRESS EASEMENT:

A TWELVE (12) FOOT WIDE INGRESS AND EGRESS EASEMENT LYING IN SECTION 7, TOWNSHIP 48 SOUTH, RANGE 42 EAST BROWARD COUNTY, FLORIDA; SAID EASEMENT LYING OVER A PORTION OF TRACT "K", WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID EASEMENT LYING SIX (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 (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 49TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF WINSTON PARK SECTION ONE-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°24'54" EAST, ALONG THE CENTERLINE OF SAID NORTHWEST 49TH AVENUE, A DISTANCE OF 106.86 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 89°35'06" WEST, A DISTANCE OF 369.62 FEET; THENCE SOUTH 07°32'34" EAST, A DISTANCE OF 25.50 FEET; THENCE SOUTH 82°27'26" WEST, A DISTANCE OF 9.32 FEET FOR A POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 07°32'05" EAST, A DISTANCE OF 38.08 FEET; THENCE NORTH 72°14'17" EAST, A DISTANCE OF 3.75 FEET; THENCE NORTH 44°55'29" EAST, A DISTANCE OF 43.29 FEET; THENCE NORTH 30°18'09" EAST, A DISTANCE OF 80.79 FEET; THENCE NORTH 22°19'06" EAST, A DISTANCE OF 47.65 FEET; THENCE NORTH 57°05'17" EAST, A DISTANCE OF 32.60 FEET; THENCE NORTH 74°53'36" EAST, A DISTANCE OF 30.28 FEET; THENCE NORTH 88°45'47" EAST, A DISTANCE OF 195.16 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID NORTHWEST 49TH AVENUE, AND THE POINT OF TERMINUS.

SAID EASEMENT CONTAINING 5,652.37 SQUARE FEET OR 0.130 ACRES, MORE OR LESS.

## TOWER SPACE LEASED

Centerline of 80' (eighty feet) Above ground level

## 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.**



OWNER Site I.D.: Winston Park  
SITE MANAGEMENT I.D.  
TENANT Site I.D. 12981950

#### EXHIBIT D

to the Agreement dated October 10<sup>th</sup>, 2019, by and between the City of Coconut Creek, a municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

#### TENANT EQUIPMENT LISTING

##### TOWER-MOUNTED EQUIPMENT

Number of Antenna(s) - Types and Models:

##### Antennas -

Nine (9) Kathrein 800-10956K (3 per sector on antenna mount)  
Six (6) power cables

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

Three (3) RRUS-32  
Three (3) RRUS-11  
Three (3) RRUS 4415 B25r  
Three (3) RRUS 4478 B5  
Three (3) RRUS 4426 B66  
Three (3) DC6-48-60-18-8CF (1 per sector)  
Three (3) Fiber Cables

##### Mount Type:

(3) Sector Frames

##### GROUND-MOUNTED EQUIPMENT

Self-contained outdoor diesel generator with sub base tank (model)

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

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

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