

Site No: FL-1609A  
Site Name: Coconut Creek

**LEASE AGREEMENT  
BETWEEN  
THE CITY OF COCONUT CREEK, FLORIDA  
AND  
NEXTEL SOUTH CORP., a Georgia corporation  
CONTRACT TERMS**

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this 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

NEXTEL SOUTH CORP.  
A Georgia corporation  
851 Trafalgar Court  
Suite 300E  
Maitland, Florida 32751  
(Hereinafter referred to as "TENANT")

WHEREAS, CITY is the owner of certain real property located on Park School Road (and commonly known as the CITY's Lakeside Park), in the City of Coconut Creek, Broward County, Florida (hereinafter referred to as the "Land" and more particularly described in Exhibit "A"); and

WHEREAS, TENANT desires to lease a portion of the Land to construct, maintain and operate a communications facility; and

WHEREAS, CITY staff recommends that TENANT lease a portion of the Land; and

WHEREAS, the CITY Council 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 to writing; now therefore,

IN CONSIDERATION OF Ten (\$10.00) Dollars, in hands paid by TENANT to CITY, as well as the mutual covenants hereinafter exchanged, the parties agree as follows:

Section 1. REAL PROPERTY TO BE LEASED

- 1.01 CITY shall lease to TENANT that certain parcel of real property, situated in Coconut Creek, Broward County, Florida, together with the non exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and for installation and maintenance of utility wires, cables, conduits and pipes, under or along twenty (20') foot wide right-of-way extending from nearest public right-of-way (more particularly described in Exhibit "B"). The leased property consisting of approximately 2355 square feet (more

particularly described in Exhibit "B") and right-of-way for access are hereinafter referred to as the "Property".

Section 2. DUTIES AND RESPONSIBILITIES OF TENANT

- 2.01 TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of a monopole antenna structure and a building or buildings, as necessary now or in the future, to shelter its telecommunications equipment to meet TENANT's telecommunications needs and all necessary connecting appurtenances (sometimes collectively referred to herein as "TENANT's System"). TENANT, upon issuance of a revised Development Order by the City, may modify its antenna support structure and building(s); said approval shall not be unreasonably withheld by CITY. TENANT shall provide a bill of sale to the CITY to the tower structure and tower foundation upon receipt of Certificate of Occupancy.
- 2.02 TENANT shall place around the perimeter of the Property a security fence which meets the requirements of the Code of the CITY.
- 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, provided, however, that TENANT shall be responsible for restoring said area to its original condition upon completion of the improvements.
- 2.04 TENANT shall maintain the Property in a safe and workmanlike condition and meet all requirements imposed by ordinances of the CITY.
- 2.05
  - A) The CITY reserves the right to, at any time during the lease, install or have installed other antennas for government usage. Any and all future co-locators shall provide to the CITY an intermodulation Study to evaluate prior to authorization to install. All antennas shall be placed at an elevation as to provide the most effective use and with such approval not unreasonably withheld; provided, however, the CITY's or other antennas shall not interfere with TENANT's operations on the Property. Should TENANT install an emergency generator at this site, the CITY may access and connect only the CITY's communications equipment to TENANT's emergency generator.
  - B) TENANT shall supply at the time of execution of this lease all transmit and receive frequencies assigned by the FCC to TENANT for use on the Property, which shall be disclosed on Exhibit "D" hereto.
- 2.06 TENANT shall furnish, to its unmanned equipment shelter, electric service for the operation of TENANT's telecommunications equipment. 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.

TENANT will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. TENANT shall reimburse CITY, as additional rent, its proportionate share of any increase in real estate taxes levied against the Property in excess of the taxes due for the previous years real estate taxes on the real property in which the Property is a part and against TENANT's improvements by the taxing authorities.

- 2.08 TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove its personal property and fixtures and restore the property to its original condition, reasonable wear and tear 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 ending monthly rate or on the existing monthly pro rate basis, if based upon a longer payment term, until such time as the removal of personal property and fixtures are completed.
- 2.09 TENANT shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by of for TENANT. TENANT shall, within twenty (20) days following the imposition 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.
- 2.10 CITY hereby grants TENANT as a primary inducement to the TENANT's entering into this Agreement, the first priority right to install its antennas and operate its wireless communications facility at the Tower. TENANT acknowledges that it is a priority for the CITY to accommodate colocation/combining wherever and whenever possible. From time to time CITY may, 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: provided, however that CITY shall not allow the operation of such facilities and antennas by the CITY or any other tenants to interfere with the operation of TENANT's antennas and equipment as it exists at the time of such other tenant's installation or as it may be modified at any time during the term of this Agreement, as the same may be extended. If any such interference occurs, CITY agrees to eliminate or cause the elimination of such interference with TENANT's operations within a reasonable time after receipt of TENANT's notice of such interference and, if necessary, to cause the interfering party to cease its operations. If such interference continues for more than thirty (30) days after TENANT's notice to CITY with respect to such interference's, then TENANT shall have the right, in addition to its right to pursue any or all remedies available to it at law or in equity, to immediately terminate this Agreement by giving written notice to CITY of such termination. (TENANT acknowledges that CITY will receive from any co-user, without objection from TENANT, a yearly rental or occupancy fee as determined by CITY. However, as a condition precedent to same, the proposed co-locating tenant must first lease appropriate ground space from CITY at a rental to be determined solely and exclusively by CITY.)
- 2.11 CITY hereby agrees that, if because of TENANT's operations on the Property any laws or regulations of the Federal Aviation Administration, Federal Communications Commission or any other relevant governmental agency or body require or

recommend that TENANT's antennas and/or the Tower be lit and/or marked, TENANT may install and maintain such lighting and markings. In no event, however, shall TENANT be responsible for the installation or maintenance of any lighting or markings required by the operations of 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.

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 said property in order to meet requirements to submit the applications for permits.
- 3.03 CITY shall cooperate with TENANT in its effort to obtain utility services along said right-of-way, including signing such documents of easements as may be required by any public utility if unable to use the aforementioned right-of-way, the CITY hereby agrees to grant an additional right-of-way, either to the TENANT or to public utility.
- 3.04 CITY shall maintain the structures after transfer of ownership per Section 6.02.

Section 4. ACKNOWLEDGMENT

- 4.01 CITY and TENANT acknowledge that TENANT's ability to use the Property is contingent upon TENANT obtaining, after the execution of this 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 pursuant to Section 7.01.
- 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. CITY represents, warrants and agrees (1) that neither CITY nor, to CITY's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that CITY will not, and 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. CITY and TENANT each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, 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, any substance known by the state in which the Land, is located to cause cancer and/or reproductive toxicity, 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 this Agreement.

- 4.03 CITY covenants that CITY has good and sufficient title and interest to the Property 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 Property.

Section 5. TERM OF AGREEMENT

- 5.01 Term: The term of this Agreement shall be ten (10) years commencing upon the first to occur: (i) thirty (30) days after the issuance of a building permit for the commencement of installation by TENANT, or (ii) three (3) months from the date of execution of this Agreement by both TENANT and CITY ("Commencement Date") and terminating on the tenth (10<sup>th</sup>) anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Section 7. TENANT shall have the right to extend the Term for two (2) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein.
- 5.02 Renewals: Such extensions shall automatically occur unless TENANT gives written notice to the other party of its intention not to extend this Agreement at least six (6) months prior to the end of the current term.
- 5.03 If, at the end of the last extension term, this Agreement has not been terminated by TENANT giving to the other party written notice of its intention to terminate at least six (6) months prior to the end of the term, this Agreement shall remain in force and affect upon the same covenants, terms and conditions. The Agreement shall be for annual terms thereafter unless terminated by either party by giving the other party written notice of its intention to terminate at least six (6) months prior to the end of the term.

Section 6. CONSIDERATION

- 6.01 Rent: Within 15 days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay to CITY as rent Twenty Four Thousand and 00/100 DOLLARS (\$24,000.00) per year payable monthly ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to CITY at the address specified herein. Rent shall be increased by Four (4%) percent annually, which shall be cumulative.
- 6.02 Rent Abatement: In consideration of TENANT providing a bill of sale to the CITY to the tower structure and tower foundation upon receipt of Certificate of Occupancy, TENANT shall receive a rent abatement in the amount of fifty percent (50%) to be applied against the Rent for a term sufficient for TENANT to recover its actual costs for and expense of constructing the tower and tower foundation up to \$75,000. TENANT agrees to provide the CITY with copies of the actual invoices and payment receipts related to the purchase and construction of the tower structure and tower foundation.
- 6.03 This is a net-net-net lease and TENANT shall pay all sales taxes, real estate taxes assessed against TENANT's property, utility charges, cost of maintenance, and all other charges and expenses associated with the TENANT's use of the demised premises of this Lease.

Section 7. TERMINATION

- 7.01 Pursuant to Sections 4.01, 4.02 and 5.02 of this Agreement, the TENANT or the CITY may terminate this Agreement by providing a six (6) month written notice prior to the effective termination date.
- 7.02 Prior to the end of each extension or renewal term, TENANT may terminate this Agreement by providing written notice to the other party, pursuant to Section 16, at least six (6) months prior to the end of the current term.
- 7.03 Should TENANT default under any of the terms of this Agreement, CITY may terminate this Agreement for 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. 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.
- 7.04 CITY may terminate this Agreement at the end of the third (3<sup>rd</sup>) term (i.e. after a period of 20 years) with sixty (60) days written notice to TENANT.
- 7.05 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.
- 7.06 Upon termination, TENANT shall offer CITY first option to purchase certain remaining improvements, including the perimeter fencing and landscaping improvements located on the Property for the agreed upon sum of One Hundred (\$100.00) Dollars. The parties acknowledge that TENANT's building is not intended to remain upon termination. CITY shall have ninety (90) calendar days from the effective date of termination in which to exercise this option.
- 7.07 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 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 termination of this Agreement, however, the CITY will extend the time period if the TENANT is making good faith efforts, to the CITY's reasonable satisfaction, to correct said hazard.

Section 8. INDEMNIFICATION

- 8.01 General Indemnification: TENANT agrees to indemnify, same and hold harmless and defend CITY, its City Commission members, officers, agents and employees from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, 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 its liability, TENANT shall pay all claims, losses, liens, settlements or judgments, of any nature whatsoever, in connection therewith, including, but not limited to, paralegal fees, attorney's fees and costs to defend all claims or suits, including attorney's fees on appeal, in the name of CITY when applicable, and shall pay all costs and judgments which may issue thereon at both the trial and appellate levels. Such indemnification shall not be limited to the

amount of comprehensive general liability insurance which TENANT is required to obtain under this Agreement. This indemnity shall not apply to any claims arising from an act of gross negligence or intentional misconduct of the indemnified party.

- 8.02 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law of Florida Statutes 768.28, as amended from time to time.
- 8.03 To the extent permitted by law, the CITY agrees to hold TENANT, its officers, agents and employees, harmless and indemnify for liability arising out of the use or occupancy of the Land by CITY pursuant to this Agreement. Pursuant to its liability, CITY shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, attorney fees, paralegal fees and costs to defend all suits. This indemnity shall not apply to any claims arising from an act of gross negligence or intentional misconduct of the indemnified party.

Section 9. INSURANCE

- 9.01 TENANT, at TENANT's sole cost and expense, shall procure and maintain on the Property and on the TENANT's improvements, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of TENANT, its employees and agents arising out of or in connection with TENANT's use of the Property, all as provided for herein.
- 9.02 CITY requires a Certificate of Insurance from a Florida qualified insurance carrier, naming CITY as an additional insured and requiring thirty (30) days notice to CITY in the event of cancellation of the policy.
- 9.03 UPON EXECUTION OF THIS AGREEMENT BY TENANT, CITY SHALL BE NAMED AS AN ADDITIONAL INSURED AS ITS INTEREST MAY APPEAR WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF TENANT UNDER THE AGREEMENT.
- 9.04 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 pursuant to Section 7 of this Agreement.

Section 10. ASSIGNMENT

- 10.01 No assignment shall occur without prior written notice to and approval by the City Commission. Assignment without the prior written approval of the CITY shall be considered to impair the CITY's assurance of due performance. The granting of approval for an assignment in one instance shall not render unnecessary approval of any subsequent assignment.
- 10.02 For the purposes of determining whether it shall consent to an assignment, the CITY or its agents may inquire into all qualifications of the prospective assignee and such other matters as the CITY may deem necessary to determine whether the assignment is in the public interest and should be approved, denied or conditioned. The TENANT and any prospective assignees shall assist the CITY in any such inquiry, and if they fail to do so, the request for assignment may be denied.

- 10.03 In making a determination as to whether to grant, deny or grant subject to conditions as application for an assignment, the CITY shall consider the legal, financial and technical qualifications of the assignee.
- 10.04 Approval by the CITY of an assignment of this Agreement does not constitute a waiver or release of any of the rights of the CITY under this Agreement, whether arising before or after the date of the transfer.
- 10.05 However, notwithstanding anything to the contrary, TENANT may assign its interest without CITY's prior written consent to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 17.04 below. CITY may assign this Agreement upon written notice to TENANT, subject to the assignee assuming all of CITY's obligations herein, including but not limited to, those set forth in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, TENANT may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom TENANT (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.
- 10.06 The CITY may assign some or all of its responsibilities under this Agreement to a tower management company, including the right to administer this Lease, collect rentals, ensure compliance with applicable federal and state laws, and other administrative details, without consent of TENANT.

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 Any claim, objection or disputes arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for 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 or immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

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 the courts decided to be invalid, illegal or in conflict with any law of this State, 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, to the persons and addresses as shown below.

**As to CITY:**  
CITY OF COCONUT CREEK  
4800 West Copans Road  
Coconut Creek, FL 33063  
Attention: City Manager

**As to TENANT:**  
NEXTEL SOUTH CORP.  
851 Trafalgar Court  
Suite 300E  
Maitland, Florida 32751  
Attention: Property Manager

With a copy to: Nextel Communications, Inc.  
1505 Farm Credit Drive  
McLean, VA 22102  
Attn.: Legal Dept., Contracts Manager

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 Property 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 this Property underlying the right-of-way herein granted shall be under and subject to the right of the TENANT in and to such right-of-way.

17.02 CITY covenants that TENANT, on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the Property.

17.03 If any party obtains a judgment against any other party by reason of breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including paralegal costs, at both the trial and appellate levels.

17.04 (a) CITY waives any lien rights it may have concerning TENANT's System which are deemed TENANT's personal property and not fixtures, and TENANT has the right to remove the same at any time without CITY's consent.

(b) CITY acknowledges that TENANT has entered into a financing arrangement including promissory notes and financial and security agreement for the financing of the TENANT's System (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, CITY (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rental fee(s) due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings

(c) Notwithstanding the above, both CITY and TENANT agree that the CITY's property shall not be utilized as collateral for any financing, that said Collateral shall be limited to the facilities erected or installed on the CITY's property by the TENANT.

Section 18. PUBLIC RECORDS

18.01 CITY and TENANT agree that a Memorandum of Agreement in the form annexed 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 TENANT's equipment are damaged, destroyed, condemned or transferred in lieu of condemnation, 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.

Section 20. WARRANTY OF QUIET ENJOYMENT

20.01 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 may peacefully and quietly enjoy the Property. CITY agrees to indemnify and hold harmless TENANT from any and all claims on TENANT's leasehold interest.

Site No: FL-1609A  
Site Name: Coconut Creek

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY

ATTEST:

CITY OF COCONUT CREEK

Barbara S Price  
City Clerk

John P. Kelly  
Name: John P. Kelly  
Title: CITY MANAGER

Approved as to form:

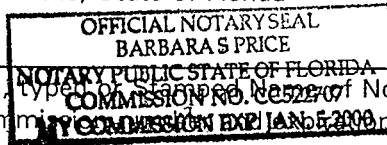
[Signature]  
City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of August, 1998, by John P. Kelly, as CITY MANAGER of CITY OF COCONUT CREEK, a municipal corporation. He/she is personally known to me or has provided \_\_\_\_\_ as identification and he/she did/did not take an oath.

Barbara Price  
Notary Public, State of Florida



Printed, typed or stamped Name of Notary  
My commission expires on January 2000 date:

TENANT

NEXTEL SOUTH CORP., a Georgia corporation


Catherine S. Brackett  
Witness  
Print: Catherine S. Brackett

By: John Cafaro  
Print Name: John Cafaro  
Title: Vice President

Christine King  
Witness  
Print: CHRISTINE KING

STATE OF Georgia  
COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 1998, by John Cafaro as Vice President of NEXTEL SOUTH CORP., a Georgia corporation. He/She is personally known to me or has provided \_\_\_\_\_ as identification and he/she did/did not take an oath.

William P. Garris  
Notary Public, State of Florida  
Printed, typed or Stamped Name of Notary  
My commission number and expiration date:  


Site No: FL1609A  
Site Name: Coconut Creek

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**EXHIBIT "A"**

LEGAL DESCRIPTION OF PARENT TRACT:

[TO BE PROVIDED AND ATTACHED UPON COMPLETION]

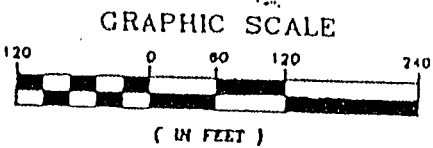
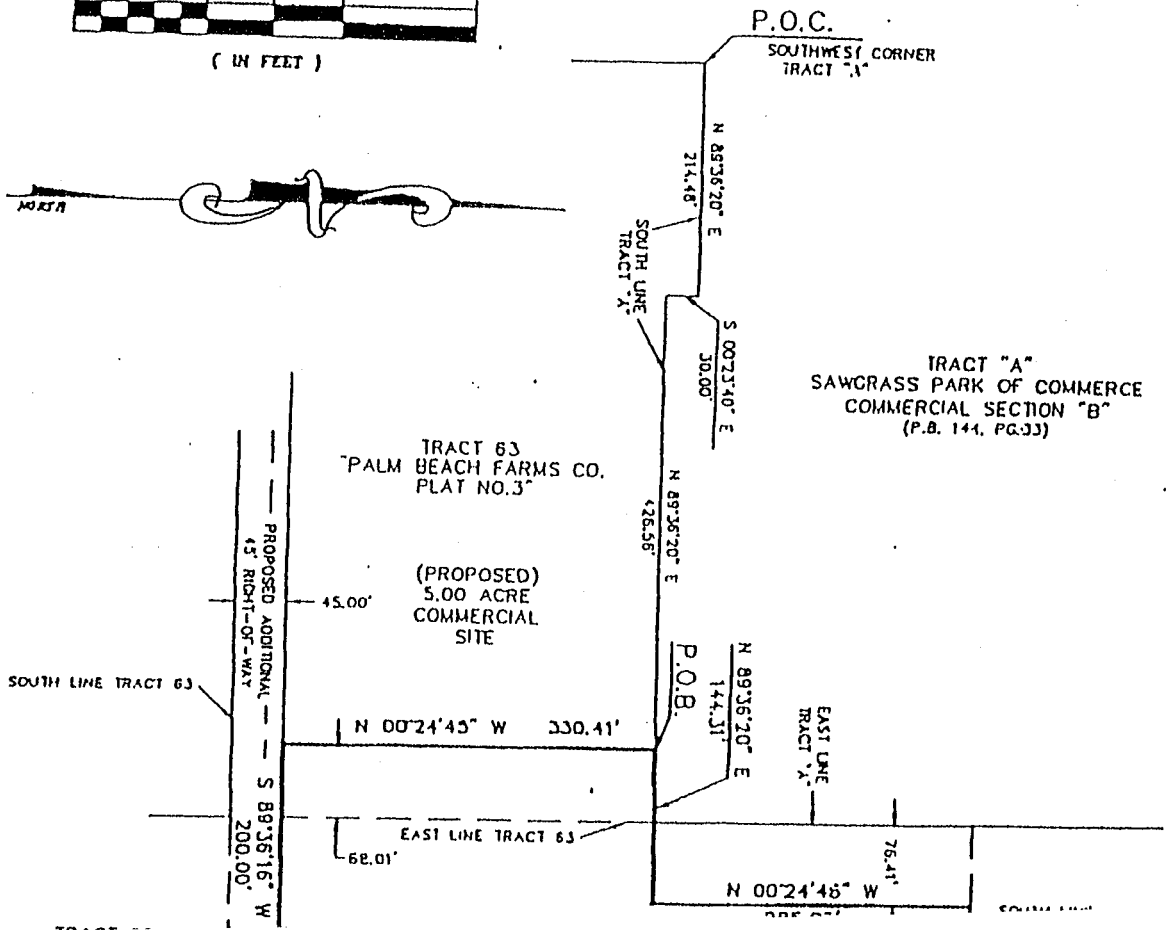


EXHIBIT "A"



Site No: FL1609A  
Site Name: Coconut Creek

**EXHIBIT "B"**

LEGAL DESCRIPTION FOR NEXTEL LEASE SITE:

[TO BE PROVIDED AND ATTACHED UPON COMPLETION]

LEGAL DESCRIPTION FOR NEXTEL ACCESS AND UTILITY EASEMENT:

[TO BE PROVIDED AND ATTACHED UPON COMPLETION]

Exhibit "B"

DESCRIPTION: (LEASE PARCEL)

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL "A"; THENCE N89°36'20"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 214.48 FEET; THENCE S86°22'17"E, A DISTANCE OF 427.61 FEET TO A CORNER OF SAID PARCEL "A" AND THE POINT OF BEGINNING; THENCE N89°36'21"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 67.49 FEET; THENCE S00°23'39"E, A DISTANCE OF 34.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S17°17'18"E, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 21°03'07", AN ARC DISTANCE OF 18.37 FEET TO A POINT; THENCE N45°49'08"W, A DISTANCE OF 20.42 FEET; THENCE S44°10'52"W, A DISTANCE OF 12.00 FEET; THENCE S89°35'15"W, A DISTANCE OF 28.30 FEET TO A POINT OF INTERSECTION WITH THE BOUNDARY LINE OF SAID PARCEL "A"; THENCE N00°24'45"W ALONG SAID BOUNDARY LINE, A DISTANCE OF 36.79 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

CONTAINING 2,442 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.



3539

N89°36'2"E

67.49'

S00°23'39"E

34.16'

S17°17'18"E

2442 SF

M 1957 N 45°49'08" W 20.42'

S89°55'15"W

28.30'

$\Delta = 21^{\circ}03'07''$

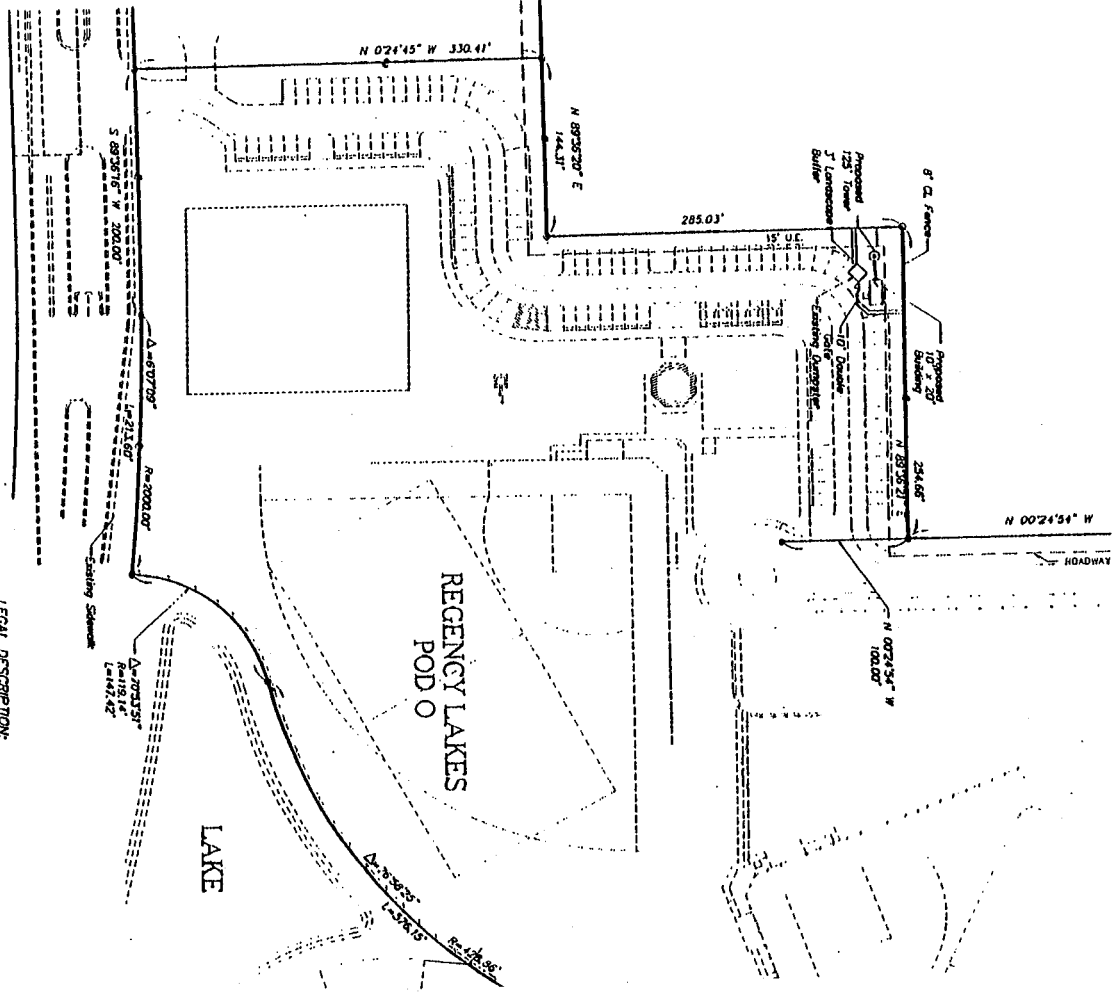
R = 50.00'

L = 18.37'

S17"E

17.69

REGENCY LAKES BLVD.



**LEGAL DESCRIPTION:**  
 A PORTION OF SAID PARCELS 1 AND 2, TOWNSHIP 38 NORTH, RANGE 120 EAST, SECTION 18, T48S R120E S18, OF AND 10 FOOT DISTRICT OF SAID PARCEL 1.

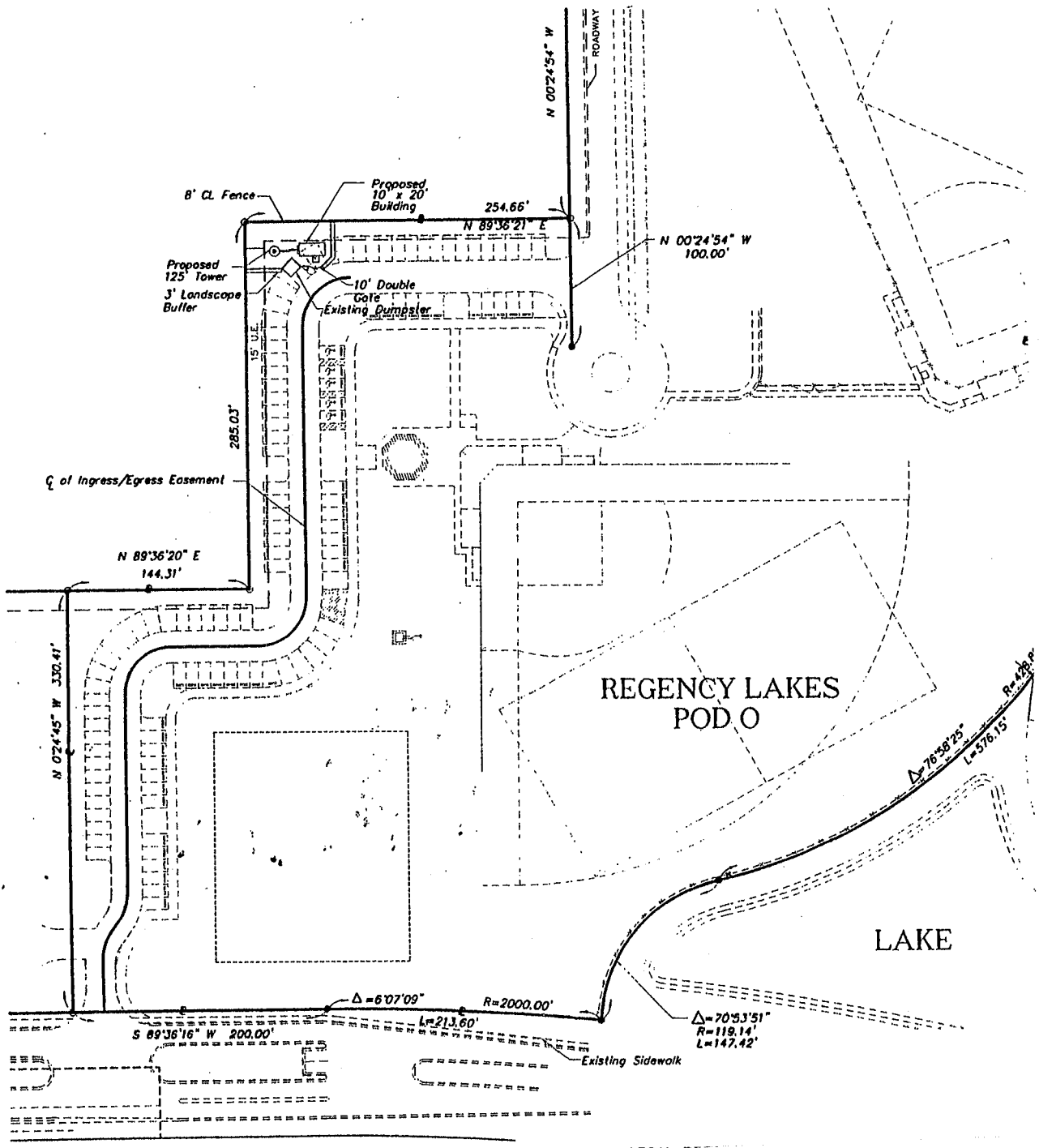
DESCRIPTION: (INGRESS/EGRESS EASEMENT)

A 25.00 FOOT WIDE INGRESS EGRESS EASEMENT LYING IN PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL "A"; THENCE N89°36'20"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 214.48 FEET; THENCE S51°45'17"E, A DISTANCE OF 577.19 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF "NORTHWEST 63rd ROAD" AS SHOWN ON SAID PLAT AND THE POINT OF BEGINNING; THENCE N00°24'45"W, A DISTANCE OF 40.72 FEET TO A POINT OF CURVATURE; THENCE NORTHEREASTLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 36°14'12", AN ARC DISTANCE OF 23.72 FEET TO A POINT OF TANGENCY; THENCE N35°49'27"E, A DISTANCE OF 9.85 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 36°14'12", AN ARC DISTANCE OF 23.72 FEET TO A POINT OF TANGENCY; THENCE N00°24'45"W, A DISTANCE OF 155.39 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'05", AN ARC DISTANCE OF 58.92 FEET TO A POINT OF TANGENCY; THENCE N89°36'20"E, A DISTANCE OF 69.28 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'05", AN ARC DISTANCE OF 58.92 FEET TO A POINT OF TANGENCY; THENCE N00°24'45"W, A DISTANCE OF 210.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°01'06"; AN ARC DISTANCE OF 58.92 FEET TO THE CURVE'S END AND THE POINT OF TERMINUS.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.



REGENCY LAKES  
POD O

LAKE

Site No: FL1609A  
Site Name: Coconut Creek

EXHIBIT C

PREPARED BY:  
P. D. Hickman, Esq.  
Nextel  
6700 N. Andrews Avenue, Suite 700  
Ft. Lauderdale, FL 33309

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by and between CITY OF COCONUT CREEK, a municipal corporation, with an address at 4800 West Copans Road, Coconut Creek, Florida 33063 (hereinafter referred to as "CITY") and NEXTEL SOUTH CORP., a Georgia corporation, with an office at 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 (hereinafter referred to as "TENANT").

CITY and TENANT entered into a Communications Site Lease Agreement ("Agreement") on the \_\_\_\_\_ day of \_\_\_\_\_ 1998, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement

The Land which is the subject of the Agreement is in Broward County, Florida, described in Exhibit A annexed hereto. The portion of the Land being leased to TENANT (the "Property") is described in Exhibit B annexed hereto.

The term of the Lease is for ten (10) years commencing on \_\_\_\_\_, 199\_\_\_\_, and ending on \_\_\_\_\_, \_\_\_\_\_, with a two (2) successive five (5) year options to renew.

Nothing contained herein is intended to or does change, modify, or affect, any of the terms or provisions of the Lease or the rights, duties, obligations, easements, and covenants running with the land created thereby, all of which remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

CITY

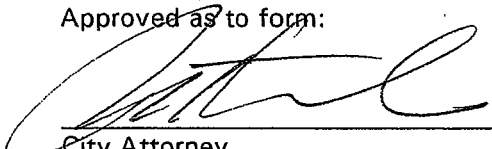
ATTEST:

CITY OF COCONUT CREEK

\_\_\_\_\_  
City Clerk

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

Approved as to form:

  
\_\_\_\_\_  
City Attorney

Site No: FL1609A  
Site Name: Coconut Creek

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by \_\_\_\_\_, as \_\_\_\_\_ of CITY OF COCONUT CREEK, a municipal corporation. He/she is personally known to me or has provided \_\_\_\_\_ as identification and he/she did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, typed or Stamped Name of Notary  
My commission number and expiration date:

TENANT

Signed, sealed and delivered in the presence of:

NEXTEL SOUTH CORP., a Georgia corporation

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: John Cafaro

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

Title: Vice President

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

Executed on \_\_\_\_\_ day of, \_\_\_\_\_ 1998.

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name  
My commission expires: \_\_\_\_\_

Site No: FL1609A  
Site Name: Coconut Creek

EXHIBIT "D"

Transmit:	851 mhz to 866 mhz	30-100 watts Erp
Receive:	806 mhz to 821 mhz	

**AMENDMENT NO. 1  
TO LEASE AGREEMENT**

This Amendment No. 1 to Lease Agreement ("Amendment No. 1") is made as of this 28 day of September, 2006, by and between **City of Coconut Creek** a municipal corporation ("City") and **Nextel South Corp.**, a Georgia corporation, d/b/a Nextel Communications, (hereinafter referred to as "Tenant") which term shall include its successors and assigns where the context so admits).

**WITNESSETH:**

WHEREAS, City and Tenant entered into that certain Lease Agreement dated August 27, 1998 ("Agreement"), for approximately two thousand three hundred fifty-five (2,355) square feet of ground space, together with all access and utility easements, if any (the "Property"), located in the City of Coconut Creek, County of Broward, State of Florida, commonly known as Lakeside Park, Park School Road, Coconut Creek, FL, (the "Land"); and

WHEREAS, Tenant constructed a tower on the Property and upon completion of installation of the tower, Tenant conveyed title of the tower to the City by virtue of that certain Bill of Sale dated February 22, 1999; and

WHEREAS, in consideration for conveyance of the tower, City granted Tenant the right to use a portion of the Property for an equipment shelter and that portion of the tower where its antennas are affixed for the purpose of installing, constructing operating and maintaining a communications facility ("Communications Facility"); and

WHEREAS, City and Tenant agree that the Agreement provides that Tenant shall have the right to operate a Communications Facility at the Property; and

WHEREAS, City is allowing Tenant to install a generator on the Property; and

WHEREAS, the parties now desire to modify and amend the Agreement in order to permit Tenant to install a 60kw generator and to update Tenant's notice address.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 16, Notices, is amended to reflect Tenant's current notice address as follows:

Tenant:                      Nextel South Corp.  
                                    851 Trafalgar Court  
                                    Suite 300E  
                                    Maitland, FL 32751  
                                    Attn: Property Manager

With a copy to:              Nextel  
                                    2001 Edmund Halley Drive



Reston, VA 20191-3436  
Attn: Regional Legal Services, Contracts Manager

2. Exhibit B of the Agreement, is supplemented with the attached Exhibit B-1. Any and all references to Exhibit B shall hereinafter include Exhibit B-1.

3. Effective as of the date of this Amendment No. 1, Tenant has the right to do all work necessary to prepare, maintain and alter the Property in accordance with this Amendment No. 1 and as may be necessary for Tenant's business operations at the Property. All alterations, changes and equipment modifications made pursuant to this Amendment No. 1 shall be made in compliance with the terms, covenants and conditions of the Agreement, as hereby amended, and shall remain Tenant's personal property and are not fixtures. City and Tenant further affirm that title to the Tenant Facilities (including any modifications made in accordance with this Amendment No. 1) shall be held by Tenant.

4. Miscellaneous.

(a) All capitalized terms used herein, unless otherwise defined herein, shall be defined in conformity with the terms and conditions of the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth herein, all provisions of the Agreement remain unchanged and in full force and effect.

(c) Tenant shall have the right to record an amended Memorandum of Agreement in the official Records of the County where the Property is located. City agrees to execute an amended Memorandum of Agreement for recording upon request by Tenant.

(d) This Amendment No. 1 may be executed in multiple counterparts, each copy of which shall be deemed an original document.

**(Signatures appear on following Page)**

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 as a sealed instrument as of the day and year first written above.

CITY:

City of Coconut Creek,  
a municipal corporation

By: John P. Kelly

Name: John P. Kelly

Title: City Manager

Date: Oct 9, 2006

TENANT:

Nextel South Corp.,  
a Georgia corporation

By: [Signature]

Name: David Wong

Title: Area Manager Site Development

Date: 10/16/06

ATTEST:  
Witnesses

Barbara Price

Print Name: Barbara S. Price

City Clerk

Paul J. Neumer

Print Name: PAUL J. NEUMER

Witnesses for David Wong:

Samantha Smith

Print Name: Samantha Smith

Rachel Randall

Print Name: Rachel Randall

APPROVED AS TO FORM:

Nancy A. Cousins

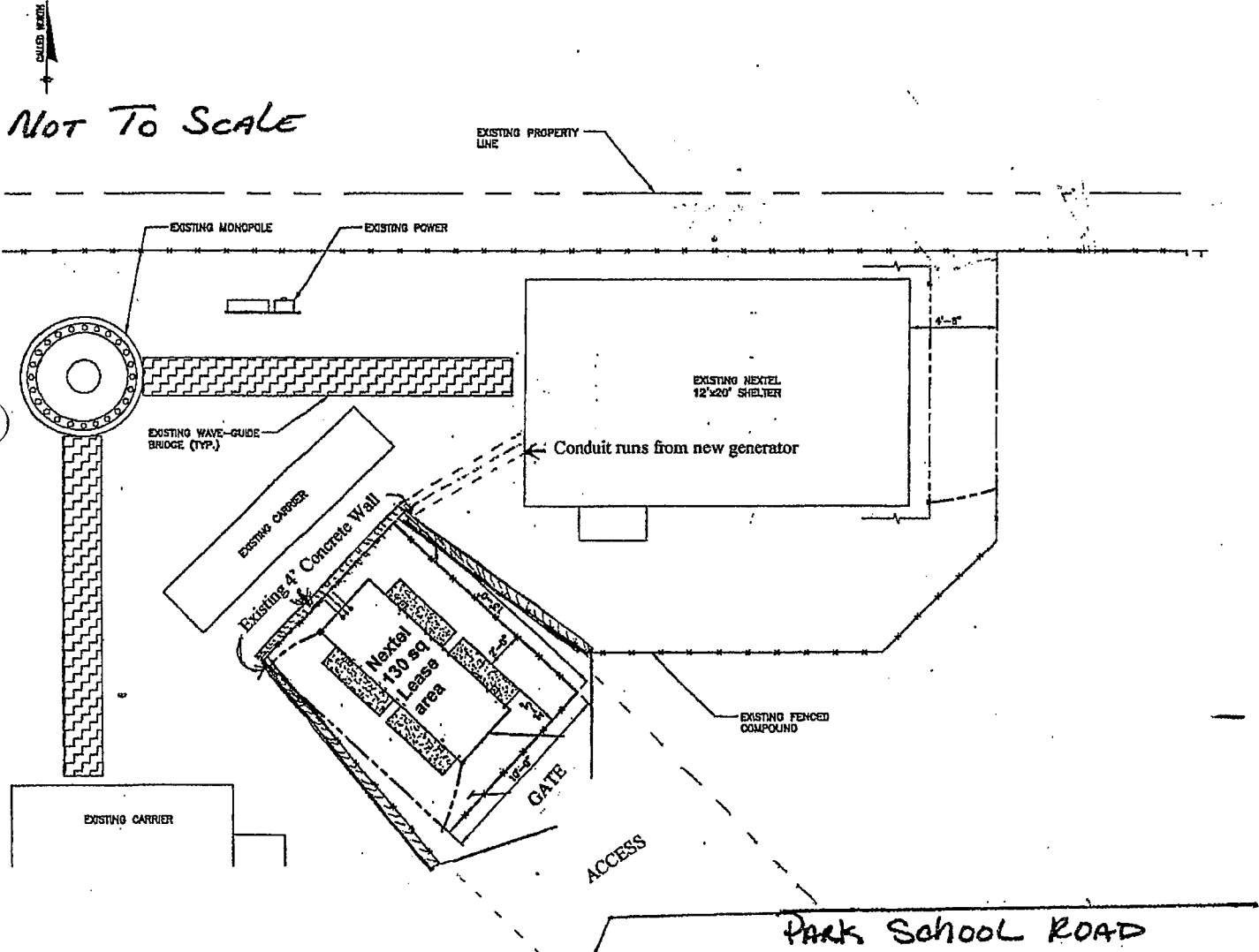
City Attorney

**NANCY A. COUSINS**

**SUPPLEMENTAL EXHIBIT B-1**

**Description of Property**

**DESCRIPTION OF ADDITIONAL GROUND SPACE FOR GENERATOR**



*Not To Scale*

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

Print Nextel  
851 Trafalgar Court  
Suite 300E  
Maitland, Florida 32751  
ATTN: Property Manager

**Memorandum of Agreement**

This Memorandum of Agreement ("Memorandum") dated \_\_\_\_\_, 2006, evidences that a Lease Agreement (the "Agreement") dated August 27, 1998 (the "Effective Date"), was made and entered into by and between City of Coconut Creek, a municipal corporation ("City") and Nextel South Corp., a Georgia corporation ("Tenant").

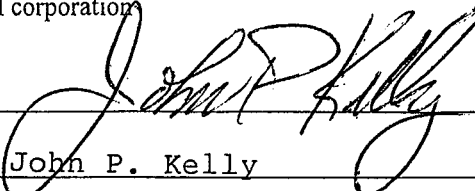
The Agreement provides in part that Tenant has the right to enter upon certain real property owned by City and located at Lakeside Park, Park School Road, City of Coconut Creek, County of Broward, State of Florida, as further described in the Agreement (the "Property") for the purpose of performing investigations and tests and, upon finding the Property appropriate, and to lease the Property for the purpose of installing, operating and maintaining a communications facility and other improvements. The Property is further described in Exhibit A attached hereto.

The term of Tenant's lease and tenancy under the Agreement is 10 years commencing thirty (30) days after the issuance of a building permit for the commencement of installation or three (3) months from the date of execution (as defined in the Agreement), whichever first occurs ("Term Commencement Date"), and is subject to 2 renewal terms of 5 years each that may be exercised by Tenant.

The parties have executed this Memorandum as of the day and year first above written.


**CITY**

City of Coconut Creek,  
Municipal corporation

By:   
Name: John P. Kelly  
Title: City Manager  
Address: 4800 West Copans Road  
Coconut Creek, Florida 33063

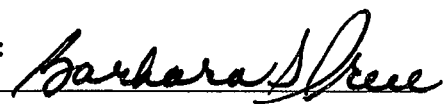
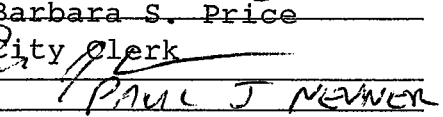
**TENANT**

Nextel South Corp.,  
a Georgia corporation

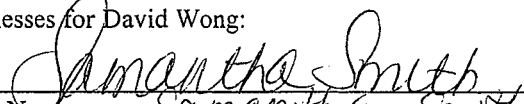
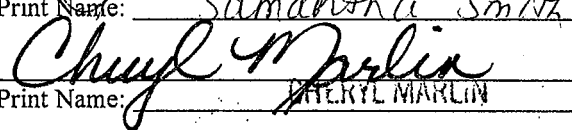
By:   
Name: David Wong  
Title: Area Manager Site Development  
Address: 851 Trafalgar Court  
Suite 300E  
Maitland, Florida 32751

Witnesses:

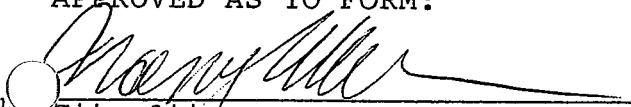
ATTEST:

  
Print Name: Barbara S. Price  
City Clerk  
  
Print Name: PAUL J. WEAVER

Witnesses for David Wong:

  
Print Name: Samantha Smith  
  
Print Name: CHERYL MARLIN

APPROVED AS TO FORM:

  
City Attorney  
**NANCY A. COUSINS**

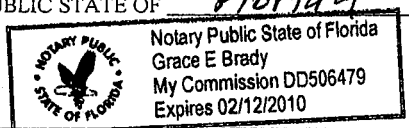
**CITY NOTARY BLOCK:**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was  acknowledged before me this 9<sup>th</sup> day of October, 2006 by John P. Kelly as City Manager of City of Coconut Creek a municipal corporation, on behalf of the corporation.

(AFFIX NOTARIAL SEAL)

Grace E. Brady  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF Florida



My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER:

**TENANT NOTARY BLOCK:**

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was  acknowledged before me this 16<sup>th</sup> day of October, 2006, by David Wong as Area Manager Site Development of Nextel South Corp. a Georgia corporation, on behalf of the corporation.

(AFFIX NOTARIAL SEAL)

Cheryl Marlin  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF FLORIDA

CHERYL MARLIN

My commission expires:



(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER:

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Tract "A", "SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida; thence N 89°36'20" E along the South line of said Tract "A" and along a boundary line of said Parcel "A", a distance of 214.48 feet; thence S 00°23'40" E continuing along said South line and said boundary line of Parcel "A", a distance of 30.00 feet; thence N 89°36'20" E continuing along said South line and said boundary line of Parcel "A", a distance of 426.56 feet to the POINT OF BEGINNING; thence continuing N 89°36'20" E along said South line of Tract "A" and the Easterly projection thereof, and along said boundary line of Parcel "A", a distance of 144.31 feet to a point of intersection with a line 76.41 feet East of and parallel with the East line of said Tract "A"; thence N 00°24'45" W along said parallel line and along said boundary line of Parcel "A", a distance of 285.03 feet to a point of intersection with the South line of Tract 61, Block 85, "THE PALM BEACH FARMS CO. PLAT NO. 3"; thence N 89°36'21" E along said South line and along said boundary line of Parcel "A", a distance of 254.66 feet; thence S 00°24'54" E, a distance of 99.99 feet; thence N 89°36'21" E, a distance of 438.79 feet to a point of intersection with a curve to the right whose radius point bears S 89°36'21" W; thence Southerly and Westerly along the arc of said curve having a radius of 428.86 feet, a central angle of 76°58'25", an arc distance of 576.15 feet to a point of reverse curvature; thence Westerly and Southerly along the arc of a curve to the left having a radius of 119.14 feet, a central angle of 70°53'51", an arc distance of 147.42 feet to a point of tangency; thence S 05°40'55" W, a distance of 5.58 feet to a point on a curve; thence Westerly along the arc of a curve to the left whose radius point bears S 05°43'25" W, having a radius of 2000.0 feet, a central angle of 06°07'09", an arc distance of 213.60 feet; thence S 89°36'16" W, a distance of 200.00 feet; thence N 00°24'45" W along said parallel line, a distance of 330.41 feet to the POINT OF BEGINNING.

Said lands situate in the City of Coconut Creek, Broward County, Florida.

Containing 357,192 Square Feet / 8.20 Acres, more or less.

Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

## AMENDMENT NO. 2 TO LEASE AGREEMENT

This Amendment No. 2 to Lease Agreement (this "Second Amendment") is made this 25<sup>th</sup> day of April, 2013, by and between the **CITY OF COCONUT CREEK**, a Florida municipal corporation, with its offices located at 4800 West Copans Road, Coconut Creek, FL 33063, as Landlord, hereinafter ("City"), and **NEXTEL SOUTH CORP.**, a Georgia corporation, with its principal offices located at 6391 Sprint Parkway, Overland Park, Kansas 66251, hereinafter ("Tenant").

**WHEREAS**, City and Tenant entered into a certain Lease Agreement on August 27, 1998 (the "Original Agreement"), as amended by that certain Amendment No. 1 to Lease Agreement dated October 16, 2006 (the "First Amendment") (collectively, the "Agreement") whereby Tenant leased from City a portion of real property (the "Land") and space on the telecommunications tower (the "Tower") along with approximately two thousand three hundred fifty-five (2,355) square feet of ground space, together with all access and utility easements, if any (the "Property") at 5555 Regency Lakes Boulevard, Coconut Creek, FL 33063, as more fully described in the Agreement;

**WHEREAS**, City and Tenant desire to further amend the Agreement in order to modify Tenant's equipment on the Tower.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Second Amendment as follows:

1. Exhibit B-1 and Exhibit D to the Agreement, which sets forth, respectively, the description of the property leased and the transmit and receive frequencies utilized by Tenant on the Tower, are hereby amended to include the modifications identified on Exhibit B-2 and Exhibit D-1, attached hereto, and made a part hereof. Exhibit B-2 and Exhibit D-1 supplement Exhibit B-1 and Exhibit D to the Agreement. In the event of any discrepancy between Exhibits B-1 and B-2, and Exhibits D and D-1, Exhibits B-2 and D-1 shall control. Upon full execution of this Second Amendment, Tenant is permitted to do all work necessary to prepare, maintain and alter the Property to install or otherwise modify the Tenant's System and Communications Facility, all as more fully described and contemplated in Exhibit B-2 and Exhibit D-1.
2. Tenant acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications.
3. City and Tenant each hereby warrant to the other that the person executing this Second Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Second Amendment on that party's



behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Second Amendment.

4. Exhibit B-2 details an "interim" installation and details a "final" installation to be installed upon the execution of this Second Amendment. The "interim" installation shall be removed and replaced with the "final" installation by Tenant not later than one year following the final execution of this Second Amendment. In the event that Tenant does not remove the "interim" installation and replace it with the "final" installation within one year following the final execution of this Second Amendment, Tenant shall pay to Landlord the sum of Four Hundred and 00/100 (\$400.00) Dollars per month in additional rent until such time as the "interim" installation is replaced with the "final" installation.
5. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
6. The Agreement and this Second Amendment contain all agreements, promises or understandings between City and Tenant, and no verbal or oral agreements, promises or understandings shall be binding upon either the City or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Second Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and/or this Second Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Second Amendment.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the parties have set forth their hand and seal and have executed this Second Amendment as of the date indicated above.

City:

**CITY OF COCONUT CREEK,  
a Florida municipal corporation**

ATTEST:

Barbara S. Price  
Barbara S. Price, City Clerk

By: Rebecca A. Tooley  
Rebecca A. Tooley, Mayor

APPROVED AS TO FORM:

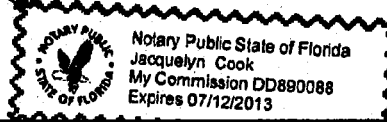
Paul Stuart  
Paul Stuart, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 2013 by Rebecca Tooley, as Mayor of the CITY OF COCONUT CREEK, a municipal corporation, he is personally known to me or has provided or has provided \_\_\_\_\_ as identification and he did/did not take an oath

Jacquelyn Cook  
Notary Public State of Florida



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

Tenant:

**NEXTEL SOUTH CORP.,  
a Georgia corporation**

Lisa Self  
WITNESS  
Print Name: Lisa Self

By: [Signature]  
Name: Brian C Hooyman  
Title: Manager Real Estate  
3/14/13

[Signature]  
WITNESS  
Print Name: Allison Giffin

STATE OF Kansas  
COUNTY OF Johnson

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 2013 by Brian C. Hooyman, as Manager Real Estate of NEXTEL SOUTH CORP., a Georgia corporation. He/she is personally known to me or has provided or has provided Self as identification and he/she did/did not take an oath (unary)

[Signature]  
Notary Public, State of Kansas



Printed, typed or stamped name of Notary

My commission number and expiration date: 01.25.2013  
1041803

**EXHIBIT B-2**

to the Second Amendment dated April 25, 2013 by  
and between the City of Coconut Creek, a municipal corporation, as Landlord, and  
**NEXTEL SOUTH CORP.**, as Tenant.

**DESCRIPTION OF PROPERTY & LIST OF ANTENNAS**

Interim:

Antennas: Three (3) Decibel 844G65VTZASX, Two (2) RFS APXVERR18-C-8-19101,  
Once (1) RFS APXVERR18-C-0-19101

Cable: Six (6) 7/8 inch coax lines, Three (3) 39mm hybrid lines

RRUS: Twelve (12) RRUS-11, Three (3) RRUS-A2

Filters: Three (3) Ericsson 800 SMR

Combiners: Three (3) RFS IBC1900HG-1

RET: Nine (9) RFS ACU-A20-N

Final:

Antennas: Two (2) RFS APXVERR18-C-8-19101, One (1) RFS APXVERR18-C-0-  
19101

Cable: Three (3) 39mm hybrid lines

RRUS: Twelve (12) RRUS-11, Three (3) RRUS-A2

Filters: Three (3) Ericsson 800 SMR

Combiners: Three (3) RFS IBC1900HG-1

RET's: Nine (9) RFS ACU-A20-N

**EXHIBIT D-1**

to the Second Amendment dated April 25, 2013, 20\_\_ by  
and between the City of Coconut Creek, a municipal corporation, as Landlord, and  
**NEXTEL SOUTH CORP.**, as Tenant.

**LIST OF FREQUENCIES**

**Tx (MHz)- 862-275-863.525, 1930.625-1939-375, 1990.000-1995.000**

**Rx (MHz)- 817.275-818.525, 1850.625-1859.375, 1910.00-1915.000**

December 24, 2012

**VIA FEDERAL EXPRESS**

**CITY OF COCONUT CREEK**  
4800 West Copans Road  
Coconut Creek, FL 33063

**RE: Notice of Assignment of LEASE AGREEMENT**

**Nextel Site Reference: FL1609**  
**Property Address: 5555 REGENCY LAKES BLVD, Coconut Creek, FL**


Dear Mr./Ms. :

Pursuant to Section 10.05 of the LEASE AGREEMENT dated August 27, 1998 ("Lease"), by and between CITY OF COCONUT CREEK, a municipal corporation ("Landlord") and Nextel South Corp. ("Nextel"), Nextel hereby notifies you of its assignment of the Lease to Sprint Spectrum, L.P.

Please indicate your receipt of this Notice of Assignment by signing below and return this original document back to me. For your convenience, enclosed please find a self-addressed, stamped envelope. If you require additional information, please feel free to contact BlackDot Wireless at 866-712-8137 or contact our toll-free Landlord Solutions team at 800-357-7641.

Thank you for your cooperation in this matter.


Sincerely,

  
Laurie Anderson  
Real Estate Manager

**LANDLORD ACKNOWLEDGEMENT:**

Landlord hereby acknowledges receipt of this Notice of Assignment of the Lease by Nextel to Sprint Spectrum, L.P. As of the effective date of such assignment, Nextel South Corp. shall be relieved of all performance, liabilities and obligations under the Lease.

Date: January 24, 2013

By:   
Name: David J. Rivera  
Title: City Manager

*A Test:*

By: Barbara S. Price  
Name: BARBARA S. PRICE  
Title: City Clerk