

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** April 22, 2026

**Presenter's Name and Title:** Elizabeth Valera, Chief CIP Officer, on behalf of the Office of the City Manager

**Prepared By:** Dr. Sophia Bryan, Senior Management Administrator

**Temp. Reso. Number:** 8656

**Item Description:** TEMP RESO. #R8656 APPROVING AND ACCEPTING A ONE-TIME PAYMENT OF \$1,045,000 FROM OCTAGON TOWERS, LLC FOR A 40-YEAR BUYOUT OF THE EXISTING SITE LEASE AGREEMENT TERMS FOR THE COMMUNICATION TOWER LOCATED AT 14200 SW 55<sup>TH</sup> STREET, MIRAMAR, FLORIDA A/K/A VIZCAYA PARK WHERE A 130-FOOT WIRELESS COMMUNICATION TOWER WAS ERECTED ON 784 SQUARE FEET OF GROUND SPACE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CORRESPONDING AGREEMENT. (Elizabeth Valera, Chief Capital Improvement Program Officer)

Consent  Resolution  Ordinance  Quasi-Judicial  Public Hearing

**Instructions for the Office of the City Clerk: Sign on the dais**

Public Notice – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_ in ae \_\_\_\_\_ ad in the \_\_\_\_\_; by posting the property on \_\_\_\_\_ and/or by sending a mailed notice to property owners within \_\_\_\_ feet of the property on \_\_\_\_\_ (fill in all that apply)

Special Voting Requirement – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous, 4/5ths, etc.) vote by the City Commission.

**Fiscal Impact:** Yes  No

**REMARKS:** Upon execution of the agreement, Octagon Towers LLC will pay \$1,045,000 to the City of Miramar. The revenue will be deposited in revenue account 001-00-000-000-000-369900 entitled “Miscellaneous Revenue.”


**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8656**
  - **Exhibit A: Octagon Towers, LLC Letter of Interest**
  - **Attachment(s)**
    - **Attachment 1: Original Site Lease Agreement**
    - **Attachment 2: Consent to Reassign to Octagon Towers, LLC**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Kelvin L. Baker, Deputy City Manager

**DATE:** April 16, 2026

**RE:** Temp. Reso. No. 8656 approving a one-time payment from Octagon Towers, L.L.C. to buyout the existing site lease agreement

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso No. 8656, approving acceptance of a one-time payment of \$1,045,000 for a 40-year buy out of the existing site lease agreement between Octagon Towers, LLC (“Lessee”) and the City of Miramar.

**ISSUE:** City Commission approval is required to accept the one-time payment of \$1,045,000 for a 40-year lease to buyout of the terms of the existing ground lease agreement between the Lessee and the City of Miramar.

**BACKGROUND:** On November 23, 2010, the City of Miramar approved a Site Lease Agreement with New Cingular Wireless (now Octagon Towers, LLC (“Octagon”)) for a 130-foot communication tower at Vizcaya Park. While the current agreement runs through 2030—with Octagon paying \$3,869.16 monthly (plus a 4% annual escalator)—market shifts driven by 5G expansion and increased competition have significantly impacted the site's revenue potential.

Consequently, Octagon approached the City to negotiate a lease buyout which is essentially buying out the existing lease terms and establishing new terms. The proposal was to make one payment versus recurring monthly payments. Following a successful negotiation facilitated by the City’s wireless consultant, Stephen Morris representing Broadband Beyond, LLC., the original 50-year proposal from Octagon was reduced to a 40-year term, and the offer of \$600,000 was increased to a one-time \$1,045,000 lump-sum payment.

This agreement, which would extend the lease for 40 years, through 2066, provides the City with immediate, guaranteed funding and eliminates the risk of the Lessee relocating to a competing site. The agreement contains a provision for the City and Octagon to renegotiate a new agreement one year prior to the 2066 expiration.

**DISCUSSION:** In 2025, the Lessee approached City Administration to request a lease buyout, citing financial challenges caused by the expansion of 5G networks and increased local tower competition. Without an agreement, the Lessee indicated they might not renew and consider relocating to an alternate location instead.

While the Lessee initially offered \$600,000 for a 50-year term, the City declined and together with the communication consultant held negotiations. These efforts successfully led the Lessee to increase their offer to a one time lump-sum payment of \$1,045,000 instead of recurring monthly payments for a 40 year term lease. A new agreement will be executed between the City and Octagon with these terms.

City staff recommend this proposal as it secures immediate funding and eliminates the risk of the Lessee choosing to remove the tower, vacating the site all together.

**ANALYSIS:** After execution of the agreement and within 60 days, the Lessee will make a lump-sum payment to the City of Miramar in the amount of One Million and Forty-five Thousand Dollars (\$1,045,000) that will be deposited in revenue account 001-00-000-000-000-369900, titled Miscellaneous Revenue. Regular monthly payments will continue for the period before execution under the existing terms.

Temp. Reso. No. 8656

3/9/26

4/14/26

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AND ACCEPTING A ONE-TIME PAYMENT OF \$1,045,000 FROM OCTAGON TOWERS, LLC FOR A 40-YEAR BUYOUT OF THE EXISTING SITE LEASE AGREEMENT FOR THE COMMUNICATION TOWER GROUND LEASE LOCATED AT 14200 SW 55<sup>TH</sup> STREET, MIRAMAR, FLORIDA A/K/A VIZCAYA PARK WHERE A 130-FOOT WIRELESS COMMUNICATION TOWER WAS ERECTED ON 784 SQUARE FEET OF GROUND SPACE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CORRESPONDING AGREEMENT ; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 23, 2010, the City of Miramar Commission adopted Resolution No. 10-195 approving a Site Lease Agreement (“Lease Agreement”) with New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility Corporation; and

**WHEREAS**, in March of 2020, the Lease Agreement was re-assigned from New Cingular Wireless PCS, LLC to Octagon Towers, LLC (“Lessee”); and

**WHEREAS**, the agreement designated use of approximately 784 square feet on ground space of City property located at Vizcaya Park, 14200 SW 55<sup>th</sup> Street for the placement of a 130-foot tower with communications facilities and ground equipment; and

**WHEREAS**, the initial term of the agreement was for a period of five (5) years with four additional five-year automatic renewal terms; and

**WHEREAS**, the Lessee desires to maintain and continue the long-term relationship by executing a lease buyout lasting for 40 years extending the current term

Reso. No. \_\_\_\_\_

Temp. Reso. No. 8656

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of the agreement, beyond the initial expiration date of November 22, 2035, by prepaying 40 years of rent upon agreement execution; and

**WHEREAS**, a new agreement will be executed and include a one-time upfront payment in place of 40 years of recurring lease revenue; and

**WHEREAS**, in consideration of the 40-year lease buyout of the existing agreement, the Lessee will pay the City One Million Forty-five Thousand Dollars (\$1,045,000.00); and

**WHEREAS**, the City Manager recommends approval of the 40-year Site Lease Buyout Agreement between Octagon Towers, LLC and the City of Miramar; attached hereto as Exhibit "A;" and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City to approve and authorize the City Manager to execute the 40-year Site Lease Buyout Agreement between Octagon Towers, LLC and the City of Miramar for continued placement of its permanent facilities and equipment on the leased premises located at 14200 SW 55<sup>th</sup> Street, Miramar, FL 33027, attached hereto as Exhibit "A."

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF  
MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2:** That it approves the 40-year Site Lease Buyout Agreement between the Octagon Towers, LLC and the City of Miramar; to provide a one-time payment in lieu of 40 years of recurring lease payments; providing for continued placement of its permanent facilities and equipment on the leased premises located at 14200 SW 55th Street, Miramar, FL 33023.

**Section 3:** That it authorizes the City Manager to execute the new agreement between the Octagon Towers, LLC and the City of Miramar in the form attached hereto as Exhibit "A," together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 4:** That the appropriate City officials are authorized to do all things necessary and expediently to carry out the aims of this Resolution.

**Section 5:** That this Resolution shall become effective upon adoption.

Temp. Reso. No. 8656

3/9/26

4/14/26

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Carson "Eddy" Edwards

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____



March 17, 2026

Dear Stephen,

Octagon Towers, LLC (including its affiliates, the "Buyer"), hereby tenders the following offer:

1. Acquisition. The Buyer offers to acquire a 40-year easement under and around the communication tower located on the premises at 14200 SW 55<sup>th</sup> Street, Miramar, FL and all related AT&T assets and improvements, including interests in tenant leases and all other related property (collectively, the "Assets") owned by City of Miramar (the "Seller") in exchange for \$1,045,000.00 in immediately available funds. As of the closing, the Assets shall be free from any liens or encumbrances. The Buyer will not assume any liabilities or obligations with regard to the real property other than for the period following the closing. The acquisition must be approved by the commissioners of the City of Miramar.
2. No Financing Contingency. The offer made in Section 1 of this letter is not subject to any financing contingency.
3. Definitive Agreement. The transaction will be embodied in a definitive agreement containing all of the terms and conditions thereof, with such representations and warranties, covenants, indemnities, and conditions as are customary to transactions of this nature, including a condition that no material adverse change shall have occurred in the assets, the operation, the financial condition, or the prospects of the Assets.
4. Due Diligence; Exclusivity. The consummation of the transaction is conditioned upon the Buyer being satisfied with the results of a due diligence review in which the Buyer and its representatives shall be afforded access at mutually-agreeable times to all facilities of and information regarding the Assets. For a period of 30 days from the date this letter of intent is counter-signed by the Seller, the Seller and its representatives will not, directly or indirectly, solicit, accept or negotiate any competing offers or provide any confidential information regarding the Assets to any third party. If the Buyer has delivered a draft definitive agreement within the 30-day period, the exclusivity period will be extended by an additional 30 days so that the parties can finalize their negotiations.
5. Operation of the Assets. Between the date of this letter and the closing of the transaction, the Seller will (a) in all material respects, operate the Assets only in the ordinary course and not enter into any contracts or leases which are not in the ordinary course and customary conduct of the Assets; (b) maintain the Assets in sufficient operating condition and repair to enable them to operate in all material respects in the manner in which they are currently operated; (c) not sell or encumber any of the Assets; (d) use its commercially reasonable efforts to continue all material existing insurance policies (or comparable insurance) of or relating to the Assets in full force and effect; (e) use its commercially reasonable efforts to preserve its relationship with any party having material business dealings with the Seller; (f) maintain its books of account in accordance with historical practices; and (g) materially comply with applicable rules and regulations.
6. Binding and Non-binding Provisions. It is understood that Section 1 of this letter represents an expression of our mutual intent to agree only. No party shall in any way be bound to enter into the transaction until definitive agreements are executed and all other conditions to the consummation of the transaction have been fulfilled, including approval by the Buyer's Board of Directors. Notwithstanding the foregoing, the parties agree that none of the provisions of this letter except Sections 4 and 7 are binding on the parties.

7. Broker; Expenses; Public Announcements. The parties agree that, except as set forth in definitive agreements, each will be responsible for its own legal, broker's commissions, consulting fees and other expenses and that neither will make any public release of information concerning the transaction (other than as required by law after consultation with the other party).

8. Timing of a Transaction. The Buyer is prepared to move expeditiously and close as soon as all conditions in the definitive agreement are fulfilled.

9. Entire Agreement. This letter contains the entire agreement between the parties with respect to its subject matter and supersedes all negotiations, prior discussions, agreements, arrangements, and understandings, written or oral, relating to the subject matter of this letter.

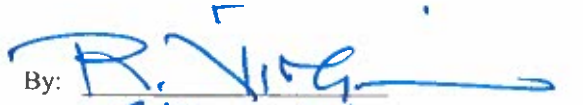
10. Expiration of Offer. If this letter accurately reflects our understanding with respect to the matters covered hereby, please sign, date, and return a copy to us. Our fax number is (440) 528-0334, the undersigned's email address is [areiss@octagontowersllc.com](mailto:areiss@octagontowersllc.com) and her phone number is (440) 528-0335. If this letter is not accepted by 8:00 p.m. (Eastern) on 4/30/2026 this proposal will expire.

Very truly yours,  
Octagon Towers, LLC



By: Allison Reiss

ACCEPTED AND AGREED:

By:   
Title: City Manager  
Date: 3/25/2026



December 11, 2025

Dear Mr. Virgin,

Octagon Towers, LLC (including its affiliates, the “Buyer”), hereby tenders the following offer:

1. Acquisition. The Buyer offers to acquire a 40-year easement under and around the communication tower located on the premises at 14200 SW 55<sup>th</sup> Street, Miramar, FL and all related AT&T assets and improvements, including interests in tenant leases and all other related property (collectively, the “Assets”) owned by City of Miramar (the “Seller”) in exchange for \$1,045,000.00 in immediately available funds. As of the closing, the Assets shall be free from any liens or encumbrances. The Buyer will not assume any liabilities or obligations with regard to the real property other than for the period following the closing.
2. No Financing Contingency. The offer made in Section 1 of this letter is not subject to any financing contingency.
3. Definitive Agreement. The transaction will be embodied in a definitive agreement containing all of the terms and conditions thereof, with such representations and warranties, covenants, indemnities, and conditions as are customary to transactions of this nature, including a condition that no material adverse change shall have occurred in the assets, the operation, the financial condition, or the prospects of the Assets.
4. Due Diligence; Exclusivity. The consummation of the transaction is conditioned upon the Buyer being satisfied with the results of a due diligence review in which the Buyer and its representatives shall be afforded access at mutually-agreeable times to all facilities of and information regarding the Assets. For a period of 30 days from the date this letter of intent is counter-signed by the Seller, the Seller and its representatives will not, directly or indirectly, solicit, accept or negotiate any competing offers or provide any confidential information regarding the Assets to any third party. If the Buyer has delivered a draft definitive agreement within the 30-day period, the exclusivity period will be extended by an additional 30 days so that the parties can finalize their negotiations.
5. Operation of the Assets. Between the date of this letter and the closing of the transaction, the Seller will (a) in all material respects, operate the Assets only in the ordinary course and not enter into any contracts or leases which are not in the ordinary course and customary conduct of the Assets; (b) maintain the Assets in sufficient operating condition and repair to enable them to operate in all material respects in the manner in which they are currently operated; (c) not sell or encumber any of the Assets; (d) use its commercially reasonable efforts to continue all material existing insurance policies (or comparable insurance) of or relating to the Assets in full force and effect; (e) use its commercially reasonable efforts to preserve its relationship with any party having material business dealings with the Seller; (f) maintain its books of account in accordance with historical practices; and (g) materially comply with applicable rules and regulations.
6. Binding and Non-binding Provisions. It is understood that Section 1 of this letter represents an expression of our mutual intent to agree only. No party shall in any way be bound to enter into the transaction until definitive agreements are executed and all other conditions to the consummation of the transaction have been fulfilled, including approval by the Buyer’s Board of Directors. Notwithstanding the foregoing, the parties agree that none of the provisions of this letter except Sections 4 and 7 are binding on the parties.

7. Broker; Expenses; Public Announcements. The parties agree that, except as set forth in definitive agreements, each will be responsible for its own legal, broker's commissions, consulting fees and other expenses and that neither will make any public release of information concerning the transaction (other than as required by law after consultation with the other party).

8. Timing of a Transaction. The Buyer is prepared to move expeditiously and close as soon as all conditions in the definitive agreement are fulfilled.

9. Entire Agreement. This letter contains the entire agreement between the parties with respect to its subject matter and supersedes all negotiations, prior discussions, agreements, arrangements, and understandings, written or oral, relating to the subject matter of this letter.

10. Expiration of Offer. If this letter accurately reflects our understanding with respect to the matters covered hereby, please sign, date, and return a copy to us. Our fax number is (440) 528-0334, the undersigned's email address is [areiss@octagontowersllc.com](mailto:areiss@octagontowersllc.com) and her phone number is (440) 528-0335. If this letter is not accepted by 8:00 p.m. (Eastern) on 12/18/2025 this proposal will expire.

Very truly yours,  
Octagon Towers, LLC



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By: Allison Reiss

ACCEPTED AND AGREED:

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

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

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

**SECTION**  
**E-VERIFY**

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

CITY OF MIRAMAR, FLORIDA

By: \_\_\_\_\_  
Dr. Roy L. Virgin, City Manager

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

ATTEST:

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency  
for the use of and reliance by the City of  
Miramar only:

By \_\_\_\_\_  
Austin Pamies Norris Weeks Powell, P.L.L.C  
City Attorney

**SITE LEASE AGREEMENT  
BETWEEN THE CITY OF MIRAMAR, FLORIDA AND  
NEW CINGULAR WIRELESS PCS, LLC**

This Site Lease Agreement (this "Agreement") made and entered into the 23<sup>rd</sup> day of November, 2010, by which the City of Miramar, a Florida municipal corporation, with an address of 2300 Civic Center Place, Miramar, Florida 33025 ("Owner" or "City"), leases to **NEW CINGULAR WIRELESS PCS, LLC**, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, its affiliates, successors and assigns, with an office at 12555 Cingular Way, Alpharetta, GA. 30004 (the "Lessee"), the "Leased Premises" described below (which is part of that certain real property owned by Owner (the "Property") and is more fully described in Exhibit "A" attached hereto, for the purpose of constructing, operating and maintaining a wireless communications tower.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. Premises and Use.**

(a) Owner hereby leases to Lessee and Lessee leases from Owner approximately seven hundred eighty-four (784) square feet on the Property located at 14200 SW 55<sup>th</sup> Street, Miramar, Florida 33027, a/k/a Viscaya Park, and all access and utility easements necessary or desirable therefor ("Leased Premises"), subject to certain conditions described below and depicted in Exhibit "B" attached hereto. Lessee shall submit specifications for use of the Leased Premises to the City, which are subject to site plan approval and issuance of permits by the City.

(b) Lessee shall construct, erect and maintain a one hundred thirty foot (130') wireless communications monopole tower camouflaged to appear as a flag pole ("Tower"), located within the Leased Premises and subject to all required City approvals, including but not limited to site plan and building permit approvals. The Tower shall be constructed to accommodate, at a minimum, two (2) additional co-locators on the Tower. The height of the Tower may be increased by an additional twenty feet (20'), with the Owner's consent, in the event a future collocation applicant demonstrates the additional height is needed to meet its coverage objections. The parties hereto acknowledge that the Tower will also function as a flagpole. At its sole cost and expense, Lessee shall: (i) purchase, install, repair and replace a flag to be flown on the Tower and all related parts and equipment necessary to fly the flag, including a lighting system that will illuminate the flag (provided that Owner shall be responsible for the utility costs associated with operating such lighting system), and (ii) be responsible for maintaining and repairing any Tower-mounted parts and equipment relating to the flag. Both parties agree that no equipment shall be allowed to unreasonably interfere with the flying of the flag on the Tower. Owner acknowledges that it shall be solely responsible for raising and lowering the flag in accordance with standard protocol relating to the U.S. flag.

(c) The Leased Premises will be used by Lessee for no other purpose other than installing, removing, replacing, modifying, maintaining, repairing and operating, at its expense, a

communications facility, including, without limitation, transmitting and receiving antennas, microwave dishes and communications equipment, air conditioned equipment shelter and/or cabinets, cable wiring, back-up power sources (including generators), related fixtures and appurtenances (collectively "Lessee Equipment"), which shall all be stealth and in accordance with Owner's applicable ordinances. Notwithstanding the foregoing, Lessee shall not be permitted to maintain fuel storage tanks (except for temporary fuel tanks for emergency generator(s)) within the Leased Premises or Property.

(d) Lessee, at its sole cost and expense shall construct a decorative wall ("Wall") as depicted in Exhibit B, similar in aesthetic appearance to the Tower, necessary to surround any shelter/cabinet(s) to be used by Lessee. Any other party that desires to collocate its equipment on the Tower must lease ground space from the Owner and such tenant shall be responsible for expanding the Wall to surround its shelters/cabinets using like-kind materials as the original Wall. Lessee agrees to reasonably cooperate with any future tenant(s) to facilitate the expansion of the Wall and will provide to any future tenant(s) the names of the original suppliers that provided the materials for the original Wall constructed by Lessee. Any other party that desires to collocate on the Tower must enter into an agreement with Lessee and provide Lessee with a copy of its proposed plans prior to installation on the Tower.

(e) The Tower, Lessee Equipment and Wall are collectively referred to as the "Lessee Facilities".

(f) All of Lessee's construction, installation and repair work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner, all in accordance with Owner's applicable ordinances. Lessee shall hold title to all of the Lessee Facilities and all of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove the Lessee Equipment, at its sole expense on or before the expiration or earlier termination of this Agreement, and Lessee shall repair any damage to the Leased Premises caused by such removal. Within ninety (90) days after the expiration or earlier termination of this Agreement, unless otherwise agreed to by the parties hereto in writing, Lessee shall remove the Lessee Facilities from the Property, but is not required to remove any foundation more than one (1) foot below grade level, and Lessee will restore the Leased Premises to a condition substantially similar to the condition existing on the Commencement Date. Lessee agrees to pay rent at the then existing monthly rate until such time as the removal of the Lessee Facilities, fixtures and or personal property, however characterized, is completed. In the event Lessee does not remove such items within the time period provided in this Paragraph, Owner will give Lessee written notice of such failure and, if Lessee thereafter fails to remove such items within thirty (30) days then the personal property remaining on Leased Premises shall be deemed the property of Owner. Notwithstanding the foregoing, within ten (10) days of the date of the expiration or termination of the Lease, City shall inform Licensee of its decision with respect to the taking of the Tower and Licensee shall have ninety (90) days from the date City informs Licensee of its intention to either remove the Tower and its antennas and/or other equipment or turn over the Tower to the City. If Licensee transfer the Tower to the City, City shall take title to the Tower and Wall "as is" without warranty or representation, expressed or implied, of any kind, and Lessee obligations herein shall cease as of such date.

(g) Intentionally Deleted.

(h) The Leased Premises described above are located in the location(s) shown on Exhibit B attached hereto and made a part hereof. The Leased Premises shall also include the non-exclusive use of an area for reasonable access, as described in this Agreement, extending from the nearest public right-of-way to the Lessee's Facilities, for access, installation, operation and maintenance and an easement for the installation, operation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along such area as permitted. Such access and utility area ("Access Area") is as described on Exhibit B. The Access Area may be used by Lessee during the entire term of this Agreement, subject to any restrictions provided herein.

(i) Lessee shall have access to the Leased Premises twenty-four (24) hours per day, seven (7) days per week but shall provide Owner with prior oral notice to the Public Works Department at Tel.# 954-538-6815 prior to accessing the Leased Premises for work to be performed. In the event of an emergency, Lessee may access the Leased Premises and, within 24-hours thereafter, shall provide notice to the Owner with respect to the nature of such emergency and the repairs, if any, performed by Lessee.

(j) Lessee shall submit a copy of the site plan and specifications of the Lessee Facilities to Owner for Owner's written approval, which approval will not be unreasonably withheld, conditioned or delayed, and which approval constitutes Owner's approval under this Agreement but does not constitute approval otherwise required by the Code of the City of Miramar, as it may be amended, which governmental approvals and permits are to be separately applied for by Lessee.

(k) In all respects, throughout this Agreement, any time Owner's consent is required such consent may be given by Owner's designee(s). Lessee's submitted plans shall undergo a preliminary review by City staff for the purpose of approval under this Agreement. No construction or installation shall be commenced until the Owner has approved plans for such work and all necessary permits have been properly issued as required herein.

(l) Following the initial installation of the Lessee Facilities, Lessee may, at any time, modify, supplement, replace, repair, remove or relocate any of the Lessee Facilities or other appurtenances located within the Leased Premises during the term of this Agreement, which includes routine maintenance, the like-replacement of the transmitting and receiving antennas and/or related communications equipment, or any modifications to the interior of the equipment shelter or items housed therein. Owner's consent shall not be required where the modification is non-structural in nature or involves the replacement of substantially similar equipment.

**2. Term.** This Agreement shall be effective as of the date of execution by both parties ("Effective Date"); provided, however, the initial term of this Agreement (the "Initial Term") is five (5) years, commencing on the start of construction of the Lessee Facilities or the first (1st) day of the month following Lessee's receipt of all federal, state and local government agency approvals whichever event occurs last ("Commencement Date"). In the event that it is determined that the Leased Premises is located in a Flood Zone, the Commencement Date shall occur no later than twelve (12) months after the Effective Date. Otherwise, in no event shall the

Commencement Date occur later than six (6) months after the Effective Date. This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless Lessee provides Owner notice of its intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. If at the end of the fourth (4<sup>th</sup>) five (5) year Renewal Term, this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate the Agreement at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for one (1) year terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

3. **Rent.** The Lessee's rental obligation shall become due and owing within thirty (30) days of the Commencement Date. On that date, Lessee shall pay Owner a lump sum payment in the amount of Twenty-Nine Thousand and 00/100 Dollars (\$29,000.00) ("Annual Rent") as rent for the first year of the Initial Term. Thereafter, the Annual Rent will be paid by Lessee to Owner in advance in equal monthly installments, with the first such installment due on the first anniversary of the Commencement Date and all subsequent installments due by the first day of each month during the remainder of the Initial Term and any Renewal Term(s), and the rent for any partial months will be prorated. On each annual anniversary of the Commencement Date during the Initial Term and any Renewal Term(s), the Annual Rent will increase by one hundred four percent (104%) of the Annual Rental payable with respect to the immediately preceding one (1) year term. Lessee shall pay all rent without Owner submitting invoices.

4. **Assignment/Subletting.** Lessee will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, Lessee may assign or transfer this Agreement without Owner's prior written consent to Lessee's principal(s), affiliates, subsidiaries of its principal(s) and affiliates or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission ("FCC") in which the Leased Premises is located by reason of a merger, acquisition or other business reorganization. Lessee may lease, license or sublet space on the Tower, provided, however, that any such lessee, licensee or sublessee must enter into a ground lease agreement directly with Owner. Upon assignment, transfer or sublet of the Agreement or the entire Leased Premises, Lessee shall be relieved of all liabilities and obligations hereunder incurred on or following the date of assignment and Owner shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Notwithstanding the foregoing, no such assignment, transfer or sublet of the Agreement or the entire Leased Premises, shall relieve Lessee from all liabilities and obligations incurred prior to the date of assignment, unless expressly agreed to in writing by Owner, which approval shall not be unreasonably withheld, conditioned or delayed.

5. **Inspections.** Commencing on the Effective Date, Owner, upon reasonable prior notice and consent, not to be unreasonably withheld, conditioned or delayed, shall permit Lessee, and its lessees, licensees and sublessees and its or their respective employees, agents, and contractors during this Agreement, free ingress and egress to the Leased Premises to conduct structural strength analysis, subsurface boring tests, environmental inspections (including Phase I and Phase II audits, if deemed necessary by Lessee) radio frequency tests, and such other tests,

investigations, and similar activities as Lessee may deem necessary (collectively the "Inspections"), at the sole cost of Lessee, or its lessees, licensees and sublessees. The sequence and timing of the Inspections shall require prior Owner consent giving public safety considerations paramount importance, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee, its lessees, licensees and sublessees and its or their respective employees, agents and contractors shall also obtain prior Owner consent, to bring the necessary vehicles and equipment onto the Leased Premises to conduct any Inspections, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall indemnify and hold Owner harmless against any loss or damage for personal injury or physical damage to the Leased Premises or the Property, or the property of third parties resulting from any Inspections, unless caused by Owner's or Owner's employees', agents', contractors' and/or subcontractors' gross negligence or willful misconduct. Within thirty (30) days following written request, Lessee shall furnish to Owner copies of the environmental findings. Prior to the commencement of the Inspections, Lessee shall furnish Owner with the evidence of insurance required under this Agreement.

6. **Title and Quiet Possession.** Owner represents and agrees (a) that it is the owner of the Property and has the legal right to use the Leased Premises and the Access Area and to grant Lessee the right to use the Leased Premises and the Access Area as set forth in this Agreement; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; and (d) that Lessee is entitled to access to the Leased Premises at all times subject to the terms of this Agreement and to the quiet possession of the Leased Premises throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period. Lessee represents and agrees that it has the right to enter into this Agreement; and that the person signing this Agreement has the authority to sign.

7. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified, return receipt requested and postage prepaid, or when sent via overnight delivery (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). Notices to Lessee are to be sent to: New Cingular Wireless PCS, LLC, Attn: Network Real Estate Administration, Re: AT&T Cell Site Name: EHML, Fixed Asset No. 10118804, 12555 Cingular Way, Alpharetta, GA. 30004, with a copy to: New Cingular Wireless PCS LLC, Attn: Legal Department, Re: AT&T Cell Site Name: EHML, Fixed Asset No. 10118804, 1025 Lenox Park Blvd. NE, 5<sup>th</sup> Floor, Atlanta, GA 30319-5309. Notices to Owner must be sent to the City of Miramar, City Manager, 2300 Civic Center Place, Miramar, FL 33025, with a copy to the Office of the City Attorney, Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., Attn: Mr. Scott A. Robin, 200 E. Broward Blvd., Suite 1900, Fort Lauderdale, FL 33301.

8. **Improvements.** Except as otherwise expressly provided in paragraphs 1(h), (i), (j), (k) and (l) above, prior to the substantial alteration or modification to the Lessee Facilities, Lessee may, at its expense and upon the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed, make such improvements on the Leased Premises as it deems necessary from time to time for the operation of the Lessee Facilities (the

“Improvements”). Lessee shall be responsible for any structural modifications to the Lessee Facilities approved by Owner in connection with the Improvements. Owner agrees to reasonably cooperate with Lessee with respect to obtaining any required governmental approvals for the Leased Premises and the Improvements, at no cost to Owner. Lessee is liable for damage to the Leased Premises caused by the Improvements or the installation, removal or replacement thereof.

9. **Compliance with Laws.** To the best of Owner’s knowledge, without inquiry, Owner represents that the Property, and all improvements located thereon, are in substantial compliance with laws, codes and regulations of applicable governmental authorities. Lessee covenants that it will keep the Lessee Facilities in good repair as required by all federal, state, county and local laws, including without limitation any federal rules and regulations with regard to the lighting, marking and painting of the Tower. Lessee will further comply with all applicable laws, ordinances and regulations, including but not limited to zoning codes, building codes and applicable safety codes relating to its specific use of the Lessee Facilities.

10. **Interference.**

(a) Lessee agrees to install radio equipment of the type and frequency which will not cause technical interference problems with other equipment located on the Property including, but not limited to, Owner’s Public Safety Equipment, as of the Effective Date of this Agreement. Lessee shall operate the Lessee Facilities in compliance with all FCC requirements including those prohibiting interference to communications facilities of Owner’s other lessees or licensees of the Property, provided that the installation and operation of any such lessee or licensee facilities predate the installation of the Lessee Facilities. Lessee understands that Owner’s Public Safety Equipment has been installed on the Property on another telecommunications tower. In the event that telecommunications tower is removed, Lessee agrees to cooperate in good faith to enable Owner to place Owner’s Public Safety Equipment on the Tower if space permits. Owner will use good faith efforts to install such equipment in a manner that will not interfere with Lessee’s Facilities. In the event Lessee desires to add equipment to the Leased Premises at any future date pursuant to the terms of this Agreement, Lessee agrees that such future installations shall not cause technical interference problems with other pre-existing equipment then located on the Property.

(b) Notwithstanding anything to the contrary herein, the Lessee shall comply with Section 814.4(E)(1)-(4) of the City’s Land Development Code, which is entitled “Interference with Public Safety Telecommunications.” Owner will not permit or suffer the installation, modification or replacement of any future non-Owner equipment at or on the Property which (a) results in technical interference problems with Lessee’s then existing equipment or (b) encroaches onto the Leased Premises. Lessee and Owner agree, within twenty-four (24) hours after receipt of written notice from the other party, to resolve, at its sole cost and expense, any technical interference arising out of a violation of the provisions of this Paragraph. In the event the interfering party is unable to resolve the technical interference within said twenty-four (24) hours, the interfering party agrees to power down its communications equipment or portion thereof (or in the case of a subsequent third party co-locator interfering with Lessee’s equipment, Owner agrees to use its best efforts to cause said third party to power down its communications equipment or portion thereof) causing said interference until such time as the interference is

eliminated; provided, however, the interfering party shall have the right to briefly resume normal power output of its communications equipment for testing purposes during off-peak hours. In the event that the interference is not temporarily cured by powering down the equipment in question, then the interfering party must shut down all power to the equipment causing the interference. Notwithstanding the foregoing, in the event Owner's Public Safety Equipment is causing interference to the Lessee Facilities, Owner agrees to make best efforts to cure such interference in a reasonable time period and further agrees to permit Lessee to temporarily relocate its equipment in accordance with Section 18(d) until such time as Owner repairs its equipment or otherwise cures such interference. Owner and Lessee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and therefore, either party hereto shall have the right to specifically enforce the provisions of this Paragraph in a court of competent jurisdiction. Notwithstanding anything to the contrary in this Agreement, Owner and Lessee do each hereby reserve any and all rights under Federal and State law regarding interference from the other party's equipment.

11. **Utilities.** To the best of Owner's knowledge, without inquiry, Owner represents that utilities are available for Lessee's use of the Leased Premises. Lessee will pay for all utilities used by it at the Leased Premises at the rate charged by the servicing utility provider. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Owner will reasonably cooperate, at no cost to Owner, with Lessee in Lessee's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company. In the event Owner desires to relocate the utilities and utility easement(s), Owner will use its best efforts, during the relocation of such utilities, not to interfere with the construction, maintenance, or operation of Lessee's Facilities. In the event any interruption with the operation of the Lessee's Facilities is anticipated Lessee shall have the right to utilize backup power generators during such periods of interruption.

12. **Termination.**

(a) Unless otherwise set forth herein, this Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Owner and/or Lessee if Lessee does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Lessee Facilities beyond any applicable appeals period; or (iii) by Lessee if Lessee is unable to occupy and utilize the Leased Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Lessee if any environmental report for the Property reveals the presence of any Hazardous Material after the Commencement Date; or (v) by Lessee if Lessee determines that the Leased Premises are not

appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

(b) Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default, or such termination results from Lessee's and Owner's inability to reasonably resolve interference between Lessee's Equipment and Owner's Public Safety Equipment, ; failure of Lessee to obtain or maintain necessary permits or approvals for the operations of Lessee's Facilities despite best efforts to do so or a take back of frequencies by the FCC; or if any environmental report for the Property reveals the presence of any hazardous materials after the Commencement Date. In each such event Lessee shall receive a prorated reimbursement of said prepaid rent.

13. **Liability and Indemnity.** Owner and Lessee shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents, employees, contractors or subcontractors in or about the Property. Lessee acknowledges that Owner is a municipal corporation, and that, to the extent applicable, it does not waive sovereign immunity, and the limits of liability thereunder, as well as limitations on indemnification, as set forth in Section 768.28, Florida Statute, and other applicable state laws. The duties described in this Paragraph 13 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

14. **Hazardous Substances.**

(a) As of the Effective Date of this Agreement: (1) Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (2) Owner hereby represents to the best of its knowledge (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Owner from, and Owner has no knowledge that notice has been given to any predecessor owner or operator of the Property by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any Environmental Law.

(b) Without limiting Paragraph 13, Owner and Lessee shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, reasonable attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 14 by such

party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Lessee, from operations in or about the Property by Lessee or Lessee's agents, employees, contractors or subcontractors, and in the case of Owner, from the ownership or control of, or operations in or about, the Property by Owner or Owner's predecessors in interest, and their respective agents, employees, contractors, subcontractors lessees, guests or other parties. Lessee acknowledges that Owner is a municipal corporation, and that, to the extent applicable, it does not waive sovereign immunity, and the limits of liability thereunder, as well as limitations on indemnification, as set forth in Section 768.28, Florida Statute, and other applicable state laws. The provisions of this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) **"Hazardous Material"** means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) **"Environmental Law"** means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

15. **Taxes and Assessments.** Lessee shall pay on or before their respective due dates, to the appropriate collecting authority, any and all applicable real estate taxes, ad valorem, sales, excise or personal property taxes, assessments and fees, which are now or may hereafter be levied or assessed against the Leased Premises or Lessee as a direct result of installation of the Lessee Facilities, (excluding any income tax, franchise or other similar corporate or partnership tax levied against Owner), and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter required for the operation of the business conducted by Lessee. Owner shall provide to Lessee reasonable documentation from the appropriate taxing authority that is necessary to demonstrate that the increase is due to Lessee's Improvements. Owner shall reasonably cooperate with Lessee in the protest of any such assessment. Lessee maintains the right, at its sole option and its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Agreement, to the appropriate governmental authority. Nothing in this paragraph shall be construed as limiting either party's rights to contest, appeal or challenge any tax assessment.

16. **Insurance.**

(a) Lessee, at Lessee's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Leased Premises, all as provided for herein. Lessee shall name the Owner as an additional insured. Within thirty (30) days following the Effective Date, Lessee shall provide Owner with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 16. The aforesaid insurance may be provided through the combination of Lessee's primary and excess/umbrella policies.

(b) Owner, at Owner's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Owner, its employees and agents arising out of or in connection with Owner's use, occupancy and maintenance of the Property. Within thirty (30) days following the Effective Date, Owner shall provide Lessee with a COI evidencing the coverage required by this Paragraph 16.

17 **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein leased as reasonably determined by the parties, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rent shall be accounted for as between Owner and Lessee as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Owner and Lessee hereunder, provided however, in the event of any condemnation of the Property, Lessee may terminate this Agreement upon fifteen (15) days written notice to Owner if such condemnation may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than thirty (30) days. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Leased Premises for losses related to the Lessee Facilities, its relocation costs and its damages and losses including its leasehold interest. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

18. **Maintenance.**

(a) Lessee, at its sole cost and expense, will be responsible for repairing and maintaining the Lessee Facilities and any other Improvements installed by Lessee at the Leased Premises, in a proper operating and reasonably safe condition. Owner will maintain and repair all other portions of the Property in a proper operating reasonably safe condition.

(b) Lessee hereby grants to Owner the right to conduct periodic inspection of Leased Premises, Tower and Wall from time-to time by providing Lessee with at least forty-eight (48) hours prior written/telephonic notice to George Raspall, Ops Mgr., at Tel. # 305-333-0000 (except in the event of an emergency). Lessee has the right to have a representative of Lessee present during Owner's inspection. Owner shall not damage, move, alter, disrupt, turn off, adjust or otherwise affect or impair the continuous operation of the Lessee Equipment and shall reimburse Lessee for any damage to the Lessee Equipment caused by Owner and Owner's employees, agents, contractors or subcontractors. While conducting the inspections, Owner and Owner's employees, agents, or contractors shall comply with any and all regulations of the FCC including the FCC's radio frequency emissions exposure guidelines. Owner and Lessee acknowledge that the purpose of such inspections is to ensure that the Leased Premises, Tower and Wall comply with all applicable aesthetic and safety requirements of the applicable laws, ordinances and regulations, including but not limited to zoning codes, and building codes. In the event that Owner determines that the reasonable aesthetic and/or safety modifications ("Repairs") are required, Owner shall provide written notice to Lessee detailing the Repairs. Lessee, at its sole cost and expense, shall commence the Repairs within thirty (30) days after receipt of written notice. If Lessee cannot reasonably effect such Repairs within such time period despite Lessee's diligent efforts or obtain any necessary zoning and/or building permit requirements necessary to commence the Repairs, the Repairs period may be extended a reasonable amount of time mutually agreed to by Lessee and the City Manager for such additional time as may be reasonably necessary for Lessee to diligently pursue and complete such Repairs. Nothing contained herein shall be construed so as to require Lessee to shut down the Lessee Equipment or otherwise discontinue its operations from the Leased Premises or to make Repairs inconsistent with FCC requirements or other applicable federal, state or local laws, rules and/or regulations.

(c) If Lessee fails to commence the Repairs as specified in this Paragraph, which default is not cured by Lessee in accordance with Paragraph 12 above, Owner may commence the repairs and use, apply or retain all or part of the Security Fund, as depicted in Paragraph 23 below, to reimburse Owner for any loss, damage or expense incurred by Owner for Lessee's uncured default of Repairs. Prior to invading the Security Fund, Owner shall provide Lessee thirty (30) days written notice of Owner's intent to invade the Security Fund and the date and amount of such intended invasion together with written documentation of the loss, damage or expense for which Owner seeks reimbursement from the Security Fund.

(d) Owner agrees to reasonably cooperate with Lessee in the event Lessee determines, that it needs to make repairs to the Tower or Wall subject to the following conditions: (i) Lessee shall provide at least thirty (30) days prior written notice to Owner of the need to make any such repairs, which notice shall give details of the type of repairs that will occur (the "Notice"), provided, however, in the event of any repair work necessitated by events beyond Lessee's control or required to meet regulatory requirements and for which Lessee is unable to give said thirty (30) day prior notice, Lessee agrees to give Owner notice as soon as reasonably practical under the circumstances; (ii) Lessee, or its contractors, at Lessee's sole cost and expense, shall temporarily remove and relocate all communications equipment as may be necessary to accommodate the repairs by Lessee, to a substitute location specified by Owner, if available which substitute location is sufficient to meet Lessee's coverage and engineering needs

and is economically reasonable to Lessee in its reasonable discretion, and (iii) In the event Lessee's communications equipment located on the Tower or on the ground adjacent to the Tower must be temporarily relocated, Lessee will have the right to use a temporary transmission site or cell on wheels ("COW") on the Owner's Property at a location sufficient to meet Lessee's coverage and engineering needs and as reasonably agreed upon by the parties. Rent shall abate for the period of time beyond the initial seven (7) calendar days that Lessee is unable to operate its Lessee Facilities due to such repairs including during the period Lessee's equipment is being relocated to or from the COW. Lessee shall continue to pay rent to Owner as required herein during such relocation. The placement of any temporary transmission facilities shall be subject to Owner's prior written consent and all other necessary government approvals in accordance with the Owner's zoning and land use codes, administrative codes, ordinances, rules and regulations. Lessee agrees to diligently and in good faith undertake and complete the repairs as expeditiously as possible in order to minimize the period of time that Lessee's, and/or other third party co-locator's communications equipment needs to be relocated. Lessee shall be afforded the opportunity and sufficient time to install temporary communications equipment in alternative locations on the Property prior to removing their existing communications equipment to ensure that they have continuous coverage.

19. **Future Expansion.** If additional land is requested beyond the area of seven hundred eighty-four (784) square feet, a formal plan must be presented to and approved by Owner, not to be unreasonably withheld, conditioned or delayed. If the plan is approved by Owner, Owner agrees to set the rental rate for the expanded area equal to the current escalated dollar per square foot rate that Owner is receiving from Lessee at the time of the approval.

20. **Additional Rent.** In the event of any default of this Agreement by Lessee beyond any applicable cure period(s) as described herein, Owner may, at any time after notice, cure the default for the account of and at the expense of Lessee; provided, however, unless Lessee fails to timely remove its equipment pursuant to Paragraph 1(f) hereof, under no circumstances is Owner (or anyone on behalf of Owner) permitted to move, alter, relocate or remove Lessee's Equipment. If Owner elects to cure such default, then any sum of money reasonably so expended by Owner in connection with such cure, including reasonable attorney's fees, shall be deemed to be additional rent and shall be due from the Lessee to Owner on the first day of the month following the incurring of the respective expenses.

21. **As-Is.** By taking possession of the Leased Premises, Lessee accepts the Leased Premises in the condition existing as of the date of execution of this Agreement. Except as otherwise expressly provided herein, Owner makes no representation or warranty with respect to the condition of the Leased Premises and Owner shall not be liable for any latent or patent defect in the Leased Premises. Notwithstanding anything to the contrary herein, Owner shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Leased Premises unless caused by the sole negligence or willful misconduct of Owner, its employees, agents or contractors.

22. **Cost-Recovery.** Owner and Lessee acknowledge that Lessee paid Owner an initial fee of Eight Thousand (\$8,000.00) Dollars for the Owner's costs and expenses, including reasonable legal fees incurred by Owner in connection with the negotiation of this Agreement and site plan review costs. Lessee shall pay any reasonable additional cost recovery expenses associated with Owner's review of the site plan and the negotiation of this Agreement as well as the negotiation of any future amendments to this Agreement within thirty (30) days after receiving an invoice for same.

23. **Security Fund.** Prior to construction or installation of the Facility, Licensee shall submit a security bond in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), in compliance with Section 814.10 of the Land Development Code, in a form reasonably acceptable to the City. The terms of this security bond shall comply with the requirements of the Section 814.10 of the Land Development Code and shall be used to ensure Lessee's faithful performance of and compliance with all provisions of this Agreement, and other applicable laws, including the payment by the Lessee of any claims, liens, fees, fines or taxes due the Owner. Neither the posting of any form of security fund with the Owner, nor the receipt of any damages recovered by the Owner thereunder, shall be construed to excuse faithful performance by the Lessee or limit the liability of the Lessee under the terms of this Agreement for damages, either to the full amount of the fund or otherwise. In the event the Owner withdraws funds from the bond, Lessee will provide supplemental funds to maintain the amount of security required herein.

24. **Additional Consideration.** As additional consideration, on or before the Commencement Date of this Agreement, Lessee shall pay to Owner a one-time capital contribution payment in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00). Owner agrees to use such money for the maintenance and/or improvements to Owner's Property including, but not limited to, landscaping, aesthetics, functionality and beautification of Owner's Property. Lessee and Owner acknowledge that this is a one-time payment for the maintenance and/or improvements to Owner's Property for the Initial Term of the Agreement and any subsequent Renewal Term(s).

25. **Late Fees.** Lessee shall pay Owner a late payment charge equal to five (5%) percent of the overdue amount for any payment not paid within ten (10) business days of its due date. Any amounts not paid within ten (10) business days of its due date shall also bear interest until paid at the lesser of the rate of twelve (12%) percent per month or the highest rate permitted by law.

26. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Leased Premises is located; (c) if requested by Lessee, Owner agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in a form attached hereto as Exhibit C; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties with respect to the subject matter hereof, (e) any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable

with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party, including all costs and expense incurred through all appeals, (h) the failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity, and (i) the captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement and they shall not affect or be utilized in the construction or interpretation of the Agreement.

27. **Non-Binding Until Fully Executed.** This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

28. **Surveys.** Prior to the Commencement Date, Owner hereby grants to Lessee the right to survey all or part of the Property, including the Leased Premises and cost for such work shall be borne by the Lessee. The parties hereto agree that a copy of the survey shall be provided to Owner within ninety (90) days of the Effective Date

29. **Rights Upon Sale.** Should Owner at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than Lessee, such sale shall be under and subject to this Agreement and Lessee's rights hereunder, and any sale by the Owner of the portion of the Property underlying the Access Area herein granted shall be under and subject to the right of Lessee in and to the Access Area. Owner agrees not to sell or lease to any third party areas of Owner's Property or surrounding property for the installation, operation, or maintenance of other wireless communications facilities if, such installation, operation, or maintenance would interfere with Lessee's Facilities as determined by radio propagation tests performed by Lessee at purchasing parties' expense, unless the sale involves issues concerning public safety in which case the Owner may sell or lease to any third party areas of Owner's Property or surrounding property and such sale or lease shall not be subject to this Agreement provided that best efforts are used to avoid interference with Lessee's operations on the Leased Premises. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Lessee, the sale or lease to the third party shall be conditioned upon the third party undertaking any and all steps to prevent interference with Lessee's equipment. Owner shall not be prohibited from the selling, leasing, or using of any of Owner's Property or surrounding property for non-wireless communication use provided such non-communication use does not interfere with Lessee's operations as set forth hereunder.

30. **Casualty.**

(a) Owner will provide notice to Lessee of any casualty affecting the Property within seventy-two (72) hours of the casualty. In the event of damage by fire or other casualty to the Leased Premises that cannot reasonably be expected to be repaired within thirty (30) days

following same or, if the Leased Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than thirty (30) days, then Lessee may at any time following such fire or other casualty, terminate this Agreement upon fifteen (15) days written notice to Owner. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of the date of such casualty, with respect to payments due to the other under this Agreement.

(b) In the event of casualty, or total destruction of the Lessee Facilities, Owner agrees to use its reasonable efforts to permit Lessee to place a COW and/or other temporary transmission facilities on the Property until such time as Lessee is able to secure a replacement transmission location for the Lessee Facilities. The placement of any temporary transmission facilities shall be subject to Owner's prior written consent and all other necessary government approvals in accordance with the Owner's zoning and land use codes, administrative codes, ordinances, rules and regulations. Lessee agrees that it will use its reasonable efforts to avoid interfering with Owner's efforts to redevelop the Property arising out of such casualty or total destruction. Notwithstanding the foregoing, all rental payments shall abate during the period of such fire or other casualty, so long as the fire or other casualty is not the fault of the Lessee.

31. **No Waiver of Police Power.** Owner cannot and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to governmental regulations of general applicability which may govern the Leased Premises, any improvements thereon, or any operations at the Leased Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of Owner to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

32. **Survival.** The provisions of the Agreement relating to indemnification from one party to the other party shall survive 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.

33. **Waiver of Owner's Lien.**

(a) Owner waives any lien rights it may have concerning the Lessee Facilities, all of which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time, subject to all other applicable provisions of this Agreement without Owner's consent.

(b) Owner acknowledges that Lessee has entered into or may in the future enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing

entities). In connection therewith, Owner (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 Rent due or to become due and that such Collateral may be removed, subject to all other applicable provisions of this Agreement at any time without recourse to legal proceedings

34. **Temporary Cellular Tower Option**

a) Owner does hereby grant unto Lessee the option to place upon the Property a temporary equipment trailer and tower, commonly known as a "Cellular on Wheels" ("COW"), and to place around the COW a security fence within the Property and must obtain all applicable permits issued by the City. If Lessee exercises this option, the Owner also grants unto the Lessee the non-exclusive use of the right-of-way for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. If inside an area secured by Owner, Lessee shall obtain Owner's prior consent to install, place and maintain Lessee's Equipment and COW on the Property as necessary to supply utility service and power to Lessee Equipment and COW. The placement of the COW and Lessee's Equipment on the Property permitted by this Section is subject to compliance with any and all conditions provided for in this Agreement.

b) If Lessee exercises this option, the term for placement of the COW on the Property shall be for 180 days ("180 Day Term") and commence on the start of construction of the COW or the first (1st) day of the month following the date Lessee is granted a building permit by the governmental authority charged with issuing such permits, whichever first occurs last ("COW Effective Date"). Following the 180 Day Term, the term for placement of the COW on the Property will renew automatically on a month-to-month basis until the Commencement Date as defined herein, unless a Relocation Site is available at a mutually agreed to by the parties and a new agreement between the parties has been approved, the City Manager grants an extension of time, or this Agreement is terminated pursuant to the provisions contained herein. Owner shall retain all prepaid 180 Day Lease Fees and Payment for placement of the COW on the Property upon such termination. Owner and Lessee acknowledge that Lessee has future plans to construct a Tower on the Property as defined herein. In the event that the Commencement Date does not occur prior to or on the first calendar day after the 180 Day Term Owner has the right to require Lessee to relocate the COW and Lessee's Equipment on the Property to a Relocation Site. In the event that the parties are unable to agree to a mutually agreeable location for the Relocation Site, the parties agree that Owner shall have the right to terminate this Agreement without penalty and keep all of the 180 Day Lease Fees plus any Payment incurred.

c) Within fifteen (15) calendar days following the COW Effective Date, Lessee shall pay to the Owner a fee of Fourteen Thousand Five Hundred Dollars (\$14,500.00) for the 180 Day Term ("180 Day Lease Fee"). Thereafter, if the COW continues to be placed on the Lease Premises beyond the 180 Day Term, unless the City Manager grants an extension of time for construction of the Tower as required herein, Lessee shall pay to Owner monthly installments payable on the first day of each month in the amount equal to three hundred percent (300%) of the 180 Day Lease Fee (the "Payment"), until the Commencement Date as defined herein.

**35. Radon Gas.** In accordance with Florida Law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the local county health department.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B, C and D.

**\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\***

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Miramar through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 18 day of August, 2010; and NEW CINGULAR WIRELESS PCS, LLC, authorized to execute same, through its City Manager.

**CITY OF MIRAMAR**, through its  
~~City Commission~~

ATTEST:

Yvette M. McCleary  
Yvette McCleary, City Clerk

By: [Signature]  
Lori Mosely, Mayor  
day of \_\_\_\_\_, 2010

By: [Signature]  
for Robert Payton, City Manager  
23<sup>rd</sup> day of November, 2010

Approved as to form and legality  
for the use of and reliance by the  
City of Miramar only:

By: [Signature] DR6 11/23/10  
Jamie Alan Cole, City Attorney

23<sup>rd</sup> day of November, 2010

(CITY SEAL)

WITNESSES:

NEW CINGULAR WIRELESS PCS, LLC,  
a limited liability company authorized to do  
business in the State of Florida, managed by  
AT&T Mobility Corporation, a Delaware  
corporation

Its: Manager

[Signature]  
JEFFREY LANTZ  
Print Name

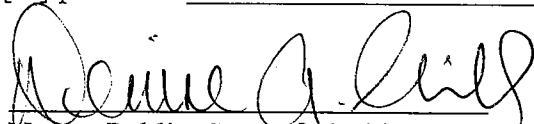
By: Debbie Lewis  
Title: Debbie Lewis  
Area Manager  
Construction & Engineering  
Print Name

Anita Brommer  
Anita Brommer  
Print Name

19 day of November, 2010

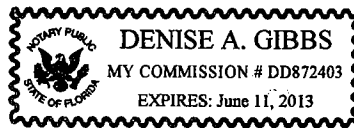
State of Florida )  
 ) SS:  
County of Broward)

THIS IS TO CERTIFY, that on this 24 day of November, 2010, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert Payton, as City Manager of City of Miramar, a Florida corporation, who (check one) [  ] is personally known to me or [  ] produced \_\_\_\_\_ as identification.

  
Notary Public, State of Florida

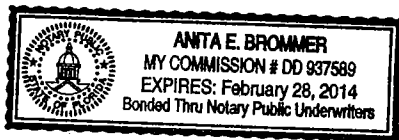
Print Name: Denise A. Gibbs


My Commission expires: 6/11/2013



State of Florida )  
 ) SS:  
County of Palm Beach

THIS IS TO CERTIFY, that on this 19 day of November, 2010, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Debbie Lewis, as Area Mgr, CTE, of NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, who is (check one) [  ] is personally known to me or [  ] produced \_\_\_\_\_ as identification.



  
Notary Public, State of Florida

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

My Commission expires:

**EXHIBIT A**

**DESCRIPTION OF LAND**

Page 1 of 2

to the Agreement dated \_\_\_\_\_, 2010, by and between The City of Miramar, a Florida municipal corporation, as Owner, and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

**A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO**

**PARENT TRACT**

PARK PARCEL D AND BUFFER TRACT B-1, BLUEGRASS LAKES WEST, AS RECORDED IN PLAT BOOK 165, PAGE 3, LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 38388, PAGE 1526, AND TOGETHER WITH THAT PORTION OF PARCEL A AND LAKE TRACT L-1 DESCRIBED IN OFFICIAL RECORDS BOOK 38388, PAGE 1530, ACCORDING TO THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

**AT&T MOBILITY  
LEASE PARCEL "A"  
EHML SITE**

A PORTION OF PARK PARCEL D, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK PARCEL D; THENCE NORTH 28°43'23" EAST, ALONG THE WESTERLY LINE OF SAID PARK PARCEL D, A DISTANCE OF 171.07 FEET; THENCE NORTH 47°27'21" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 313.08 FEET; THENCE DEPARTING SAID WESTERLY LINE, SOUTH 42°32'39" EAST, A DISTANCE OF 41.19 FEET TO THE CENTER POINT OF LEASE PARCEL "A", SAID POINT BEING A THE CENTERPOINT OF A CIRCULAR LEASE PARCEL HAVING A RADIUS OF 7.00 FEET.

CONTAINING 0.0035 ACRES OR 154 SQUARE FEET, MORE OR LESS.

**EXHIBIT A**

**DESCRIPTION OF LAND**

Page 2 of 2

to the Agreement dated \_\_\_\_\_, 2010, by and between The City of Miramar, a Florida municipal corporation, as Owner, and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

**AT&T MOBILITY  
LEASE PARCEL "B"  
EHML SITE**



A PORTION OF PARK PARCEL D, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK PARCEL D; THENCE NORTH 28°43'23" EAST, ALONG THE WESTERLY LINE OF SAID PARK PARCEL D, A DISTANCE OF 171.07 FEET; THENCE NORTH 47°27'21" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 340.08 FEET; THENCE DEPARTING SAID WESTERLY LINE, SOUTH 42°32'39" EAST, A DISTANCE OF 11.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 42°32'39" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 47°27'21" WEST, A DISTANCE OF 21.00 FEET; THENCE NORTH 42°32'39" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 47°27'21" EAST, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0144 ACRES OR 630 SQUARE FEET, MORE OR LESS.

**AT&T MOBILITY  
UTILITY EASEMENT  
EHML SITE**

A PORTION OF PARK PARCEL D AND BUFFER TRACT B-1, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK PARCEL D; THENCE NORTH 28°43'23" EAST, ALONG THE WESTERLY LINE OF SAID PARK PARCEL D, A DISTANCE OF 171.07 FEET; THENCE NORTH 47°27'21" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 335.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 47°27'21" EAST, ALONG SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 42°32'39" EAST, A DISTANCE OF 11.19 FEET; THENCE, THENCE SOUTH 47°27'21" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 42°32'39" WEST, A DISTANCE OF 11.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0012 ACRES OR 55 SQUARE FEET, MORE OR LESS.

## EXHIBIT B

### DESCRIPTION OF PREMISES

to the Agreement dated \_\_\_\_\_, 2010, by and between The City of Miramar, a Florida municipal corporation, as Owner and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

The Premises are described and/or depicted as follows:

#### **A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO**

**[Lease Exhibit Pages L1 – L4]**

#### **Notes:**

1. Lessee may replace this Exhibit with a survey of the Leased Premises once Lessee receives it.
2. The Leased Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities or as otherwise permitted upon granting of a setback variance by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.



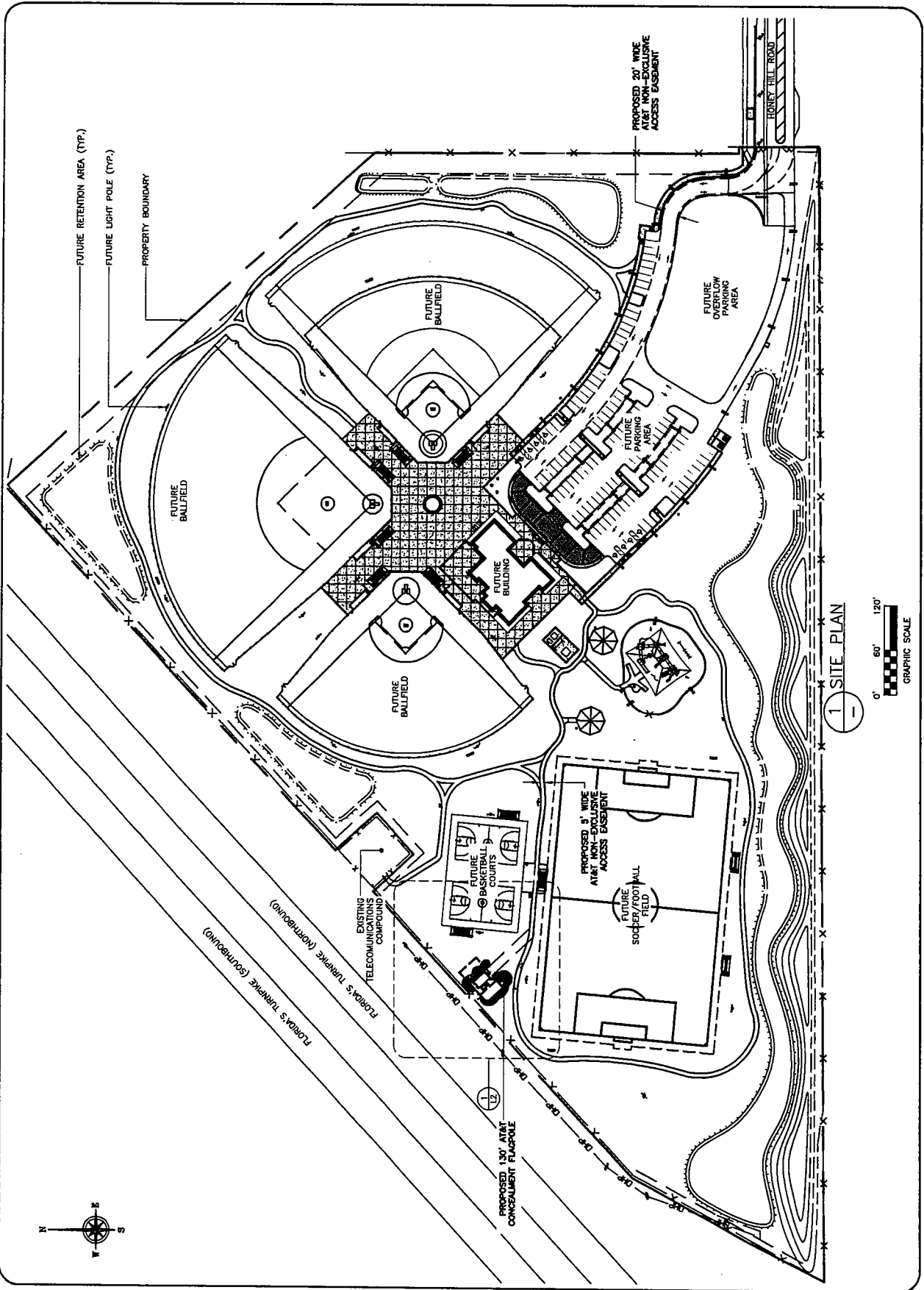
MACTEC ENGINEERING & CONSULTING, INC.  
 1102 LAKEMOOD PARKWAY  
 ALPHARETTA, GA 30004  
 8445 WOODWAY STREET  
 WALK LAKES, FL 32074  
 TEL: (404) 825-3388  
 FAX: (404) 825-1755

COPYRIGHT OF AUTHORIZATION F: 8090  
 PROJECT NO.: 07285-08-1818 (S1)

REV	DATE	DESCRIPTION
7	5/19/10	REVISED
6	3/27/10	REVISED
5	12/28/09	REVISED
4	12/2/09	REVISED
3	9/4/09	REVISED
2	8/23/09	REVISED
1	8/19/09	REVISED
0	8/4/09	FOR LEASE

DRAWN BY: J. BURTRAO  
 CHECKED BY: M. ARBY

EHIML  
 (VIZCAYA PARK)  
 14200 SW 35th STREET  
 MIAMI, FL 33027  
 SHEET NAME  
 LEASE EXHIBIT  
 (SITE PLAN)  
 SHEET NUMBER  
 L1



THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.



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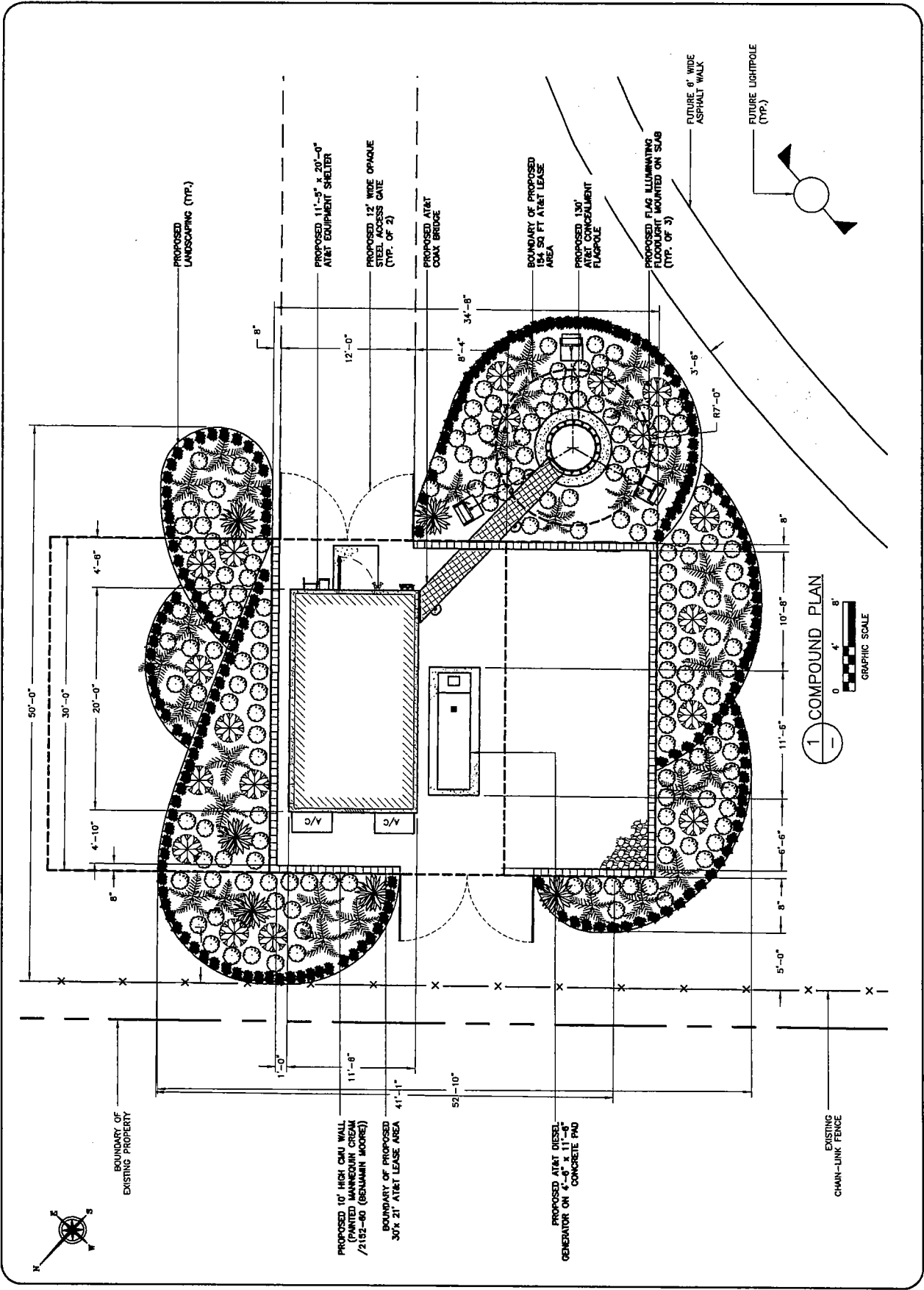
**MACTEC**  
 MACTEC ENGINEERING & CONSULTING, INC.  
 CORPORATE OFFICE  
 1102 LAKEWOOD PARKWAY  
 ALPHARETTA, GA 30004  
 9545 NW 13TH STREET  
 MIAMI LAKES, FL 33114  
 TEL: (305) 884-5588  
 FAX: (305) 884-7775

CERTIFICATE OF AUTHORIZATION # 6070  
 PROJECT NO. 0705-09-1018 (S-1)

REV	DATE	DESCRIPTION
7	3/19/10	REVISED
6	3/2/10	REVISED
5	12/28/09	REVISED
4	12/19/09	REVISED
3	9/2/09	REVISED
2	8/23/09	REVISED
1	8/19/09	REVISED
0	8/17/09	FOR LEASE

DRAWN BY: J. BURTRAGO  
 CHECKED BY: M. ABBEY

EHML  
 (VIZCAYA PARK)  
 14200 SW 53th STREET  
 MIAMI, FL 33027  
 SHEET NAME  
 LEASE EXHIBIT  
 (COMPOUND PLAN)  
 SHEET NUMBER  
 L.3



BOUNDARY OF EXISTING PROPERTY  
 PROPOSED 10' HIGH MASONRY WALL (PAINTED MANGROVE GREEN /2182-60 (BENJAMIN MOORE))  
 BOUNDARY OF PROPOSED 30' X 21' AT&T LEASE AREA  
 PROPOSED AT&T DIESEL GENERATOR ON 6'-0" X 11'-6" CONCRETE PAD  
 PROPOSED AT&T COAX BRIDGE  
 PROPOSED AT&T EQUIPMENT SHELTER  
 PROPOSED 12' WIDE OPAQUE FIBER GLASS GATE (TYP. OF 2)  
 BOUNDARY OF PROPOSED 154 SQ FT AT&T LEASE AREA  
 PROPOSED 130' AT&T CONCEALED FLAGPOLE  
 PROPOSED FLAG ILLUMINATING FLOODLIGHT MOUNTED ON SLAB (TYP. OF 3)  
 FUTURE 6' WIDE ASPHALT WALK  
 FUTURE LIGHTPOLE (TYP.)  
 CHAIN-LINK FENCE  
 1  
 COMPOUND PLAN  
 GRAPHIC SCALE  
 0 4' 8'

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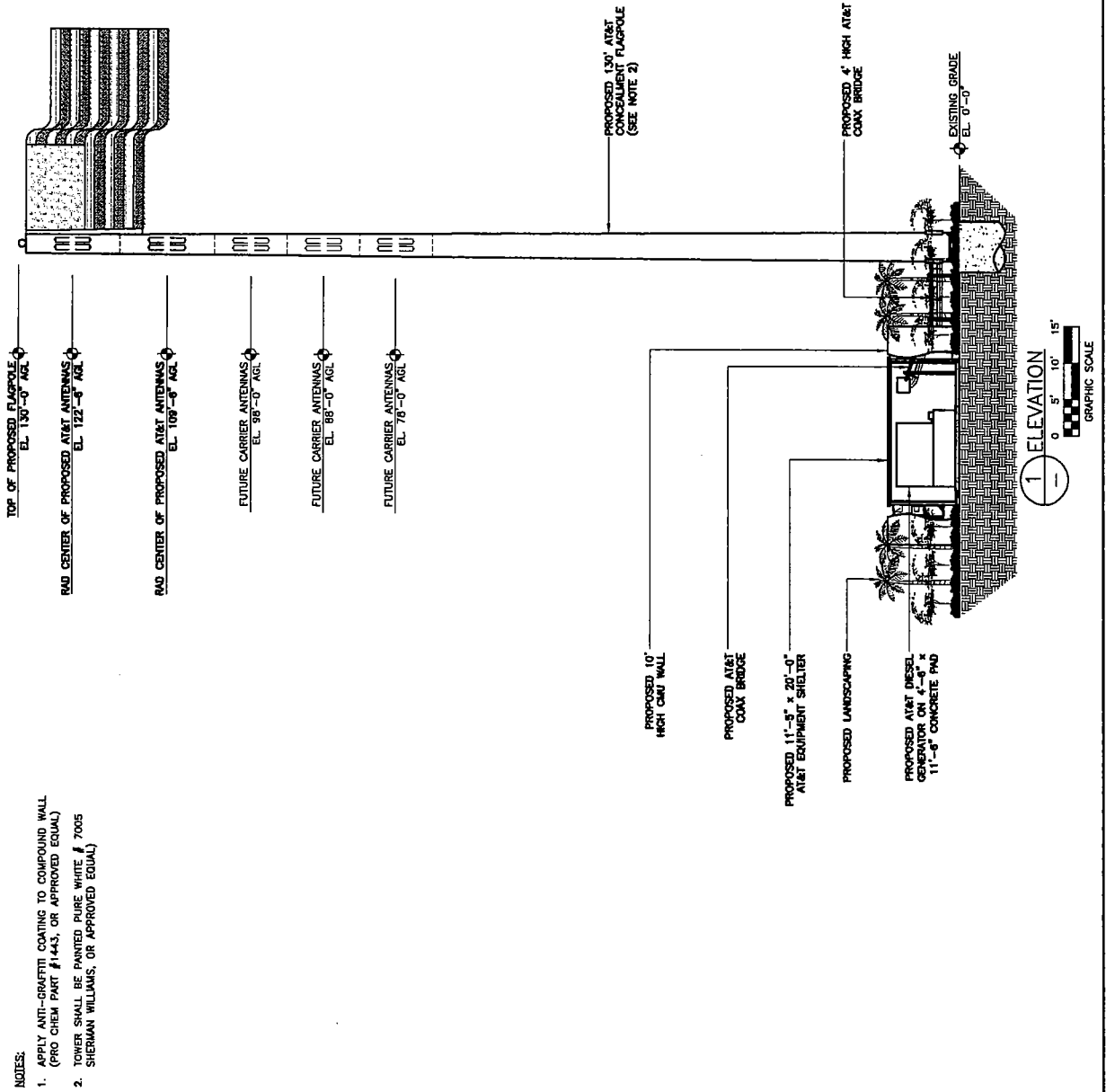
MACTEC ENGINEERING & CONSULTING, INC.  
 CORPORATE OFFICE  
 110 W. WASHINGTON STREET  
 ALPHARETTA, GA 30004  
 LOCAL OFFICE  
 5545 WINDY HILL DRIVE  
 WINDY HILLS, FL 32074  
 TEL: (407) 843-5588  
 FAX: (561) 824-1798

COMMITTEE OF ADMINISTRATION F. 6020  
 PROJECT NO.: 0728-08-1916 (S4)

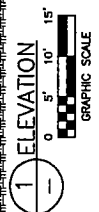
REV	DATE	DESCRIPTION
7	5/19/10	REVISED
6	1/29/10	REVISED
5	1/29/10	REVISED
4	1/29/10	REVISED
3	1/14/09	REVISED
2	8/23/08	REVISED
1	8/19/08	REVISED
0	6/1/08	FOR LEASE CONCURRENCE FLAGPOLE

DRAWN BY: J. WUTMAZD  
 CHECKED BY: M. ABBEY

EHML  
 (VIZCAYA PARK)  
 14200 SW 50th STREET  
 MIAMI, FL 33027  
 SHEET NAME  
 LEASE EXHIBIT  
 (ELEVATION)  
 SHEET NUMBER  
 L4



- NOTES:
1. APPLY ANTI-GRAFFITI COATING TO COMPOUND WALL (PRO CHEM PART #1-43, OR APPROVED EQUAL)
  2. TOWER SHALL BE PAINTED PURE WHITE # 7005 SHERMAN WILLIAMS, OR APPROVED EQUAL



**EXHIBIT C**

to the Agreement dated \_\_\_\_\_, 2010, by and between the City of Miramar, a Florida municipal corporation, as Owner, and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

**MEMORANDUM OF AGREEMENT**

[Please provide proposed form of MOA]

**Prepared by:**  
*Genevieve Simpson*  
*SBA Network Services, Inc.*  
*5900 Broken Sound Parkway*  
*Boca Raton, Fl 334*

**Return to:**

**New Cingular Wireless PCS, LLC**  
12555 Cingular Way  
Alpharetta, GA 30004  
Attn: Network Real Estate Administration

**Cell Site No:** EHML; **Cell Site Name:** EHML  
Fixed Asset Number: 10118804  
State: Florida  
County: Broward

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between City of Miramar, a Florida municipal corporation, with an address at 2300 Civic Center Place, Miramar, Florida 33025 (hereinafter referred to as "**Owner**" or "**City**") and New Cingular Wireless PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation having a mailing address of 12555 Cingular Way, Alpharetta, GA 30004 (hereinafter referred to as "**Lessee**").

1. Owner and Lessee entered into a Site Lease Agreement ("**Agreement**") on the \_\_\_\_ day of \_\_\_\_\_, 2010, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be five (5) years (“**Initial Term**”) commencing on the start of construction of the Lessee Facilities or the first (1st) day of the month following Lessee’s receipt of all federal, state and local government agency approvals, whichever event occurs last, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit A** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease on the respective dates under each signature: City of Miramar through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2010; and NEW CINGULAR WIRELESS PCS, LLC, authorized to execute same, through its \_\_\_\_\_.

**CITY OF MIRAMAR**, through its  
City Commission

ATTEST:

\_\_\_\_\_  
Yvette McCleary, City Clerk

By: \_\_\_\_\_  
Lori Mosely, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2010

By: \_\_\_\_\_  
Robert Payton, City Manager  
\_\_\_\_ day of \_\_\_\_\_, 2010

Approved as to form and legality  
for the use of and reliance by the  
City of Miramar only:

By: \_\_\_\_\_  
Jamie Alan Cole, City Attorney

\_\_\_\_ day of \_\_\_\_\_, 2010

**(CITY SEAL)**

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**WITNESSES:**

NEW CINGULAR WIRELESS PCS, LLC,  
a limited liability company authorized to do  
business in the State of Florida, managed by  
AT&T Mobility Corporation a Delaware  
corporation

\_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_

\_\_\_\_\_

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]



**EXHIBIT A**

**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Memorandum of Lease dated \_\_\_\_\_, 2010, by and between The City of Miramar, a Florida municipal corporation, as Owner, and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

The Premises are described and/or depicted as follows:

**PARENT TRACT**

PARK PARCEL D AND BUFFER TRACT B-1, BLUEGRASS LAKES WEST, AS RECORDED IN PLAT BOOK 165, PAGE 3, LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 38388, PAGE 1526, AND TOGETHER WITH THAT PORTION OF PARCEL A AND LAKE TRACT L-1 DESCRIBED IN OFFICIAL RECORDS BOOK 38386, PAGE 1530, ACCORDING TO THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

**AT&T MOBILITY  
LEASE PARCEL "A"  
EHML SITE**

A PORTION OF PARK PARCEL D, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.0035 ACRES OR 154 SQUARE FEET, MORE OR LESS.

**EXHIBIT A**

**DESCRIPTION OF PREMISES**

Page 2 of 2

to the Memorandum of Lease dated \_\_\_\_\_, 2010, by and between The City of Miramar, a Florida municipal corporation, as Owner, and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

The Premises are described and/or depicted as follows:

**AT&T MOBILITY  
LEASE PARCEL "B"  
EHML SITE**



A PORTION OF PARK PARCEL D, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.0144 ACRES OR 630 SQUARE FEET, MORE OR LESS.

**AT&T MOBILITY  
UTILITY EASEMENT  
EHML SITE**

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CONTAINING 0.0012 ACRES OR 55 SQUARE FEET, MORE OR LESS.

**EXHIBIT D**

**SURVEY**

to the Agreement dated \_\_\_\_\_, 2010, by and between the City of Miramar, a Florida municipal corporation, as Owner and NEW CINGULAR WIRELESS PCS, LLC, , a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

**A COPY OF THE SURVEY SHALL BE ATTACHED HERETO**





**Prepared by:**

*Genevieve Simpson  
SBA Network Services, Inc.  
5900 Broken Sound Parkway  
Boca Raton, Fl 334*

**Return to:**

**New Cingular Wireless PCS, LLC**

12555 Cingular Way  
Alpharetta, GA 30004  
Attn: Network Real Estate Administration

**Cell Site No:** EHML; **Cell Site Name:** EHML

Fixed Asset Number: 10118804

State: Florida

County: Broward

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this 23<sup>rd</sup> day of November, 2010, by and between City of Miramar, a Florida municipal corporation, with an address at 2300 Civic Center Place, Miramar, Florida 33025 (hereinafter referred to as "Owner" or "City") and New Cingular Wireless PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation having a mailing address of 12555 Cingular Way, Alpharetta, GA 30004 (hereinafter referred to as "Lessee").

1. Owner and Lessee entered into a Site Lease Agreement ("Agreement") on the 23<sup>rd</sup> day of November, 2010, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the start of construction of the Lessee Facilities or the first (1st) day of the month following Lessee's receipt of all federal, state and local government agency approvals, whichever event occurs last, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit A** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease on the respective dates under each signature: City of Miramar ~~through its City Commission, signing by and through its Mayor,~~ authorized to execute same by Commission action on the 18 day of August, 2010; and NEW CINGULAR WIRELESS PCS, LLC, authorized to execute same, through its City Manager.

**CITY OF MIRAMAR,** ~~through its City Commission,~~

ATTEST:

Yvette M. McCleary  
 Yvette McCleary, City Clerk

~~By: \_\_\_\_\_  
 Lori Mosely, Mayor  
 \_\_\_\_\_ day of \_\_\_\_\_, 2010~~

By: Robert Payton  
 Robert Payton, City Manager  
23<sup>rd</sup> day of November, 2010

Approved as to form and legality for the use of and reliance by the City of Miramar only:

By: Jamie Alan Cole DRG 11/23/10  
 Jamie Alan Cole, City Attorney

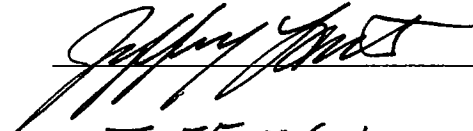
23<sup>rd</sup> day of November, 2010

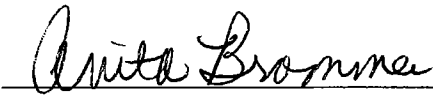
(CITY SEAL)

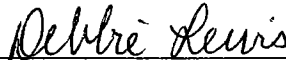
[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**WITNESSES:**

NEW CINGULAR WIRELESS PCS, LLC,  
a limited liability company authorized to do  
business in the State of Florida, managed by  
AT&T Mobility Corporation a Delaware  
corporation

  
\_\_\_\_\_  
**JEFFREY LANTZ**  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
**Anita Brommer**  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Title: -Debbie Lewis  
Area Manager  
Construction & Engineering  
\_\_\_\_\_  
Print Name

19 day of November, 2010  
\_\_\_\_\_

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]



**EXHIBIT A**

**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Memorandum of Lease dated \_\_\_\_\_, 2010, by and between The City of Miramar, a Florida municipal corporation, as Owner, and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

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**AT&T MOBILITY  
LEASE PARCEL "A"  
EHML SITE**

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CONTAINING 0.0035 ACRES OR 154 SQUARE FEET, MORE OR LESS.

EXHIBIT A

DESCRIPTION OF PREMISES

Page 2 of 2

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**AT&T MOBILITY  
LEASE PARCEL "B"  
EHML SITE**



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UTILITY EASEMENT  
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CONTAINING 0.0012 ACRES OR 55 SQUARE FEET, MORE OR LESS.



Thomas H. Lowe  
 Managing Director – Corporate Development  
 AT&T Inc

RECEIVED

FEB 12 2020

February 7, 2020

By: *Certified Mail, Return Receipt Requested*

City of Miramar  
 City Manager  
 2300 Civic Center Place  
 Miramar, FL 33025

RE: Request for Consent regarding the Ground Lease for the following Tower Site 14200 SW 55th Street, Miramar, FL 33027 (the "Property"); AT&T FA # 10118804

Dear Sir/Madam,

The undersigned, as tenant ("Tenant") under that certain lease with you dated 11/23/2010 (as heretofore amended and assigned, if applicable, and together with any related easements or other appurtenances) (the "Lease") intends to assign its interest in the Lease to Octagon Towers, LLC, or one of its affiliates ("Buyer"), in connection with Buyer's acquisition of the communications tower located on the Property. As part of the assignment, (i) Buyer will assume all obligations under the Lease arising on and after the date of assignment ("Assignment Date") and (ii) Tenant will leaseback from Buyer space on the Property for Tenant's ongoing provision of its wireless operations.

To the extent required by the Lease, we hereby request your consent to the foregoing assignment and leaseback, along with your acknowledgement that, effective upon the Assignment Date, the undersigned Tenant, as assignor, shall have no further rights or obligations with respect to the Lease to the extent accruing on or after the Assignment Date. This is to confirm that the undersigned Tenant shall remain fully responsible to landlord for any obligations arising under the Lease for the period prior to the Assignment Date.

To confirm your consent and acknowledgement, please sign below and return a copy of this letter by FedEx in the enclosed pre-paid FedEx envelope as soon as possible.

In addition, the enclosed Estoppel Certificate is being requested. Kindly review, complete any relevant information, sign and return as soon as possible.

Your prompt attention to this request is greatly appreciated. If you have any questions, you are authorized and directed to please contact Buyer's counsel, Jamie Chapman, at Thompson Hine LLP at (216) 566-5647 or Jamie.Chapman@thompsonhine.com.

Sincerely,

New Cingular Wireless, LLC

*Thomas H. Lowe / mm*

By: Thomas H. Lowe  
 Managing Director – Corporate Development  
 AT&T, Inc.

AGREED AND ACKNOWLEDGED:

City of Miramar

By: *See attached signature page*

Name:

Title:

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

Enclosure



✓ cc: Office of the City Attorney  
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
Attn: Mr. Scott A. Robin  
200 E. Broward Blvd., Suite 1900  
Fort Lauderdale, FL 33301

CITY OF MIRAMAR, FLORIDA

By: Vernon E. Hargray  
Vernon E. Hargray, City Manager

*[Handwritten mark]*

ATTEST:

Denise A. Gibbs  
Denise A Gibbs, City Clerk

(SEAL)

Approved as to form and legal sufficiency  
for the use of and reliance by the City of  
Miramar only:

By: Austin Pamies Norris Weeks Powell  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

**GROUND LESSOR ESTOPPEL CERTIFICATE**  
**(GROUND LESSEE FA#10118804)**

This Ground Lessor Estoppel Certificate (this "Certificate") is made by the party identified as the ground lessor in the signature block below ("Ground Lessor") for the benefit of the Ground Lessee identified below and Octagon Towers, LLC and its subsidiaries (collectively, "Buyer").

RECITALS:

A. New Singular Wireless PCS, LLC ("Ground Lessee") is the lessee of certain real property pursuant to a lease, license or other occupancy agreement (the "Lease") dated 11/23/2010, by and between Ground Lessor and Ground Lessee, relating to premises described in the Lease.

B. Ground Lessee intends to assign its interest in the Lease to Buyer and Buyer intends to assume the obligations under the Lease.

C. In connection with the proposed assignment, Ground Lessee and Buyer have requested this Certificate from Ground Lessor.

Estoppel Certificate. Ground Lessor certifies to Ground Lessee and Buyer that the following statements are true as of the date hereof:

1. Ground Lease. A full copy of the Lease, including all amendments thereto, is annexed as Exhibit A and contains the entire agreement between Ground Lessor and Ground Lessee with respect to the premises described in the Lease.

2. Full Force and Effect. The Lease is in full force and effect. Ground Lessee is the current lessee under the Lease and the Lease has not been assigned by Ground Lessor to any other party.

3. Term. The Commencement Date under the Lease was \_\_\_\_\_, and the current term of the Lease will end on 11/24/2030, subject only to the Ground Lessee's options to renew the Lease for three successive periods of five years each. The current monthly base rental is \$ \_\_\_\_\_. Monthly rent under the Lease has been paid through \_\_\_\_\_, 20\_\_.

4. No Defaults. No default exists under the Lease on the part of Ground Lessor or Ground Lessee, and, to Ground Lessor's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Ground Lessee under the Lease.

Executed as of \_\_\_\_\_, 2020.

City of Miramar

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

**EXHIBIT A**

**[GROUND LEASE ATTACHED BEGINNING ON NEXT PAGE]**

**SITE LEASE AGREEMENT  
BETWEEN THE CITY OF MIRAMAR, FLORIDA AND  
NEW CINGULAR WIRELESS PCS, LLC**

This Site Lease Agreement (this "Agreement") made and entered into the 23<sup>rd</sup> day of December, 2010, by which the City of Miramar, a Florida municipal corporation, with an address of 2500 Civic Center Place, Miramar, Florida 33025 ("Owner" or "City"), leases to **NEW CINGULAR WIRELESS PCS, LLC**, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, its affiliates, successors and assigns, with an office at 12535 Cingular Way, Alpharetta, GA. 30004 (the "Lessee"), the "Leased Premises" described below (which is part of that certain real property owned by Owner (the "Property") and is more fully described in Exhibit "A" attached hereto, for the purpose of constructing, operating and maintaining a wireless communications tower.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. Premises and Use.**

(a) Owner hereby leases to Lessee and Lessee leases from Owner approximately seven hundred eighty-four (784) square feet on the Property located at 14200 SW 55<sup>th</sup> Street, Miramar, Florida 33027, a/k/a Viscaya Park, and all access and utility easements necessary or desirable therefor ("Leased Premises"), subject to certain conditions described below and depicted in Exhibit "B" attached hereto. Lessee shall submit specifications for use of the Leased Premises to the City, which are subject to site plan approval and issuance of permits by the City.

(b) Lessee shall construct, erect and maintain a one hundred thirty foot (130') wireless communications monopole tower camouflaged to appear as a flag pole ("Tower"), located within the Leased Premises and subject to all required City approvals, including but not limited to site plan and building permit approvals. The Tower shall be constructed to accommodate, at a minimum, two (2) additional co-locators on the Tower. The height of the Tower may be increased by an additional twenty feet (20'), with the Owner's consent, in the event a future collocation applicant demonstrates the additional height is needed to meet its coverage objections. The parties hereto acknowledge that the Tower will also function as a flagpole. At its sole cost and expense, Lessee shall: (i) purchase, install, repair and replace a flag to be flown on the Tower and all related parts and equipment necessary to fly the flag, including a lighting system that will illuminate the flag (provided that Owner shall be responsible for the utility costs associated with operating such lighting system), and (ii) be responsible for maintaining and repairing any Tower-mounted parts and equipment relating to the flag. Both parties agree that no equipment shall be allowed to unreasonably interfere with the flying of the flag on the Tower. Owner acknowledges that it shall be solely responsible for raising and lowering the flag in accordance with standard protocol relating to the U.S. flag.

(c) The Leased Premises will be used by Lessee for no other purpose other than installing, removing, replacing, modifying, maintaining, repairing and operating, at its expense, a

communications facility, including, without limitation, transmitting and receiving antennas, microwave dishes and communications equipment, air conditioned equipment shelter and/or cabinets, cable wiring, back-up power sources (including generators), related fixtures and appurtenances (collectively "Lessee Equipment"), which shall all be stealth and in accordance with Owner's applicable ordinances. Notwithstanding the foregoing, Lessee shall not be permitted to maintain fuel storage tanks (except for temporary fuel tanks for emergency generator(s)) within the Leased Premises or Property.

(d) Lessee, at its sole cost and expense shall construct a decorative wall ("Wall") as depicted in Exhibit B, similar in aesthetic appearance to the Tower, necessary to surround any shelter/cabinet(s) to be used by Lessee. Any other party that desires to collocate its equipment on the Tower must lease ground space from the Owner and such tenant shall be responsible for expanding the Wall to surround its shelters/cabinets using like-kind materials as the original Wall. Lessee agrees to reasonably cooperate with any future tenant(s) to facilitate the expansion of the Wall and will provide to any future tenant(s) the names of the original suppliers that provided the materials for the original Wall constructed by Lessee. Any other party that desires to collocate on the Tower must enter into an agreement with Lessee and provide Lessee with a copy of its proposed plans prior to installation on the Tower.

(e) The Tower, Lessee Equipment and Wall are collectively referred to as the "Lessee Facilities".

(f) All of Lessee's construction, installation and repair work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner, all in accordance with Owner's applicable ordinances. Lessee shall hold title to all of the Lessee Facilities and all of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove the Lessee Equipment, at its sole expense on or before the expiration or earlier termination of this Agreement, and Lessee shall repair any damage to the Leased Premises caused by such removal. Within ninety (90) days after the expiration or earlier termination of this Agreement, unless otherwise agreed to by the parties hereto in writing, Lessee shall remove the Lessee Facilities from the Property, but is not required to remove any foundation more than one (1) foot below grade level, and Lessee will restore the Leased Premises to a condition substantially similar to the condition existing on the Commencement Date. Lessee agrees to pay rent at the then existing monthly rate until such time as the removal of the Lessee Facilities, fixtures and or personal property, however characterized, is completed. In the event Lessee does not remove such items within the time period provided in this Paragraph, Owner will give Lessee written notice of such failure and, if Lessee thereafter fails to remove such items within thirty (30) days then the personal property remaining on Leased Premises shall be deemed the property of Owner. Notwithstanding the foregoing, within ten (10) days of the date of the expiration or termination of the Lease, City shall inform Licensee of its decision with respect to the taking of the Tower and Licensee shall have ninety (90) days from the date City informs Licensee of its intention to either remove the Tower and its antennas and/or other equipment or turn over the Tower to the City. If Licensee transfer the Tower to the City, City shall take title to the Tower and Wall "as is" without warranty or representation, expressed or implied, of any kind, and Lessee obligations herein shall cease as of such date.

**(g) Intentionally Deleted.**

(h) The Leased Premises described above are located in the location(s) shown on Exhibit B attached hereto and made a part hereof. The Leased Premises shall also include the non-exclusive use of an area for reasonable access, as described in this Agreement, extending from the nearest public right-of-way to the Lessee's Facilities, for access, installation, operation and maintenance and an easement for the installation, operation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along such area as permitted. Such access and utility area ("Access Area") is as described on Exhibit B. The Access Area may be used by Lessee during the entire term of this Agreement, subject to any restrictions provided herein.

(i) Lessee shall have access to the Leased Premises twenty-four (24) hours per day, seven (7) days per week but shall provide Owner with prior oral notice to the Public Works Department at Tel.# 954-538-6815 prior to accessing the Leased Premises for work to be performed. In the event of an emergency, Lessee may access the Leased Premises and, within 24-hours thereafter, shall provide notice to the Owner with respect to the nature of such emergency and the repairs, if any, performed by Lessee.

(j) Lessee shall submit a copy of the site plan and specifications of the Lessee Facilities to Owner for Owner's written approval, which approval will not be unreasonably withheld, conditioned or delayed, and which approval constitutes Owner's approval under this Agreement but does not constitute approval otherwise required by the Code of the City of Miramar, as it may be amended, which governmental approvals and permits are to be separately applied for by Lessee.

(k) In all respects, throughout this Agreement, any time Owner's consent is required such consent may be given by Owner's designee(s). Lessee's submitted plans shall undergo a preliminary review by City staff for the purpose of approval under this Agreement. No construction or installation shall be commenced until the Owner has approved plans for such work and all necessary permits have been properly issued as required herein.

(l) Following the initial installation of the Lessee Facilities, Lessee may, at any time, modify, supplement, replace, repair, remove or relocate any of the Lessee Facilities or other appurtenances located within the Leased Premises during the term of this Agreement, which includes routine maintenance, the like-replacement of the transmitting and receiving antennas and/or related communications equipment, or any modifications to the interior of the equipment shelter or items housed therein. Owner's consent shall not be required where the modification is non-structural in nature or involves the replacement of substantially similar equipment.

2. **Term.** This Agreement shall be effective as of the date of execution by both parties ("Effective Date"); provided, however, the initial term of this Agreement (the "Initial Term") is five (5) years, commencing on the start of construction of the Lessee Facilities or the first (1st) day of the month following Lessee's receipt of all federal, state and local government agency approvals whichever event occurs last ("Commencement Date"). In the event that it is determined that the Leased Premises is located in a Flood Zone, the Commencement Date shall occur no later than twelve (12) months after the Effective Date. Otherwise, in no event shall the

Commencement Date occur later than six (6) months after the Effective Date. This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless Lessee provides Owner notice of its intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. If at the end of the fourth (4<sup>th</sup>) five (5) year Renewal Term, this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate the Agreement at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for one (1) year terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

3. **Rent.** The Lessee's rental obligation shall become due and owing within thirty (30) days of the Commencement Date. On that date, Lessee shall pay Owner a lump sum payment in the amount of Twenty-Nine Thousand and 00/100 Dollars (\$29,000.00) ("Annual Rent") as rent for the first year of the Initial Term. Thereafter, the Annual Rent will be paid by Lessee to Owner in advance in equal monthly installments, with the first such installment due on the first anniversary of the Commencement Date and all subsequent installments due by the first day of each month during the remainder of the Initial Term and any Renewal Term(s), and the rent for any partial months will be prorated. On each annual anniversary of the Commencement Date during the Initial Term and any Renewal Term(s), the Annual Rent will increase by one hundred four percent (104%) of the Annual Rental payable with respect to the immediately preceding one (1) year term. Lessee shall pay all rent without Owner submitting invoices.

4. **Assignment/Subletting.** Lessee will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, Lessee may assign or transfer this Agreement without Owner's prior written consent to Lessee's principal(s), affiliates, subsidiaries of its principal(s) and affiliates or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission ("FCC") in which the Leased Premises is located by reason of a merger, acquisition or other business reorganization. Lessee may lease, license or sublet space on the Tower, provided, however, that any such lessee, licensee or sublessee must enter into a ground lease agreement directly with Owner. Upon assignment, transfer or sublet of the Agreement or the entire Leased Premises, Lessee shall be relieved of all liabilities and obligations hereunder incurred on or following the date of assignment and Owner shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Notwithstanding the foregoing, no such assignment, transfer or sublet of the Agreement or the entire Leased Premises, shall relieve Lessee from all liabilities and obligations incurred prior to the date of assignment, unless expressly agreed to in writing by Owner, which approval shall not be unreasonably withheld, conditioned or delayed.

5. **Inspections.** Commencing on the Effective Date, Owner, upon reasonable prior notice and consent, not to be unreasonably withheld, conditioned or delayed, shall permit Lessee, and its lessees, licensees and sublessees and its or their respective employees, agents, and contractors during this Agreement, free ingress and egress to the Leased Premises to conduct structural strength analysis, subsurface boring tests, environmental inspections (including Phase I and Phase II audits, if deemed necessary by Lessee) radio frequency tests, and such other tests,

investigations, and similar activities as Lessee may deem necessary (collectively the "Inspections"), at the sole cost of Lessee, or its lessees, licensees and sublessees. The sequence and timing of the Inspections shall require prior Owner consent giving public safety considerations paramount importance, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee, its lessees, licensees and sublessees and its or their respective employees, agents and contractors shall also obtain prior Owner consent, to bring the necessary vehicles and equipment onto the Leased Premises to conduct any Inspections, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall indemnify and hold Owner harmless against any loss or damage for personal injury or physical damage to the Leased Premises or the Property, or the property of third parties resulting from any Inspections, unless caused by Owner's or Owner's employees', agents', contractors' and/or subcontractors' gross negligence or willful misconduct. Within thirty (30) days following written request, Lessee shall furnish to Owner copies of the environmental findings. Prior to the commencement of the Inspections, Lessee shall furnish Owner with the evidence of insurance required under this Agreement.

6. **Title and Quiet Possession.** Owner represents and agrees (a) that it is the owner of the Property and has the legal right to use the Leased Premises and the Access Area and to grant Lessee the right to use the Leased Premises and the Access Area as set forth in this Agreement; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; and (d) that Lessee is entitled to access to the Leased Premises at all times subject to the terms of this Agreement and to the quiet possession of the Leased Premises throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period. Lessee represents and agrees that it has the right to enter into this Agreement; and that the person signing this Agreement has the authority to sign.

7. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified, return receipt requested and postage prepaid, or when sent via overnight delivery (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). Notices to Lessee are to be sent to: New Cingular Wireless PCS, LLC, Attn: Network Real Estate Administration, Re: AT&T Cell Site Name: EHML, Fixed Asset No. 10118804, 12555 Cingular Way, Alpharetta, GA, 30004, with a copy to: New Cingular Wireless PCS LLC, Attn: Legal Department, Re: AT&T Cell Site Name: EHML, Fixed Asset No. 10118804, 1025 Lenox Park Blvd. NE, 5<sup>th</sup> Floor, Atlanta, GA 30319-5309. Notices to Owner must be sent to the City of Miramar, City Manager, 2300 Civic Center Place, Miramar, FL 33025, with a copy to the Office of the City Attorney, Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., Attn: Mr. Scott A. Robin, 200 E. Broward Blvd., Suite 1900, Fort Lauderdale, FL 33301.

8. **Improvements.** Except as otherwise expressly provided in paragraphs 1(h), (i), (j), (k) and (l) above, prior to the substantial alteration or modification to the Lessee Facilities, Lessee may, at its expense and upon the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed, make such improvements on the Leased Premises as it deems necessary from time to time for the operation of the Lessee Facilities (the

"Improvements"). Lessee shall be responsible for any structural modifications to the Lessee Facilities approved by Owner in connection with the Improvements. Owner agrees to reasonably cooperate with Lessee with respect to obtaining any required governmental approvals for the Leased Premises and the Improvements, at no cost to Owner. Lessee is liable for damage to the Leased Premises caused by the Improvements or the installation, removal or replacement thereof.

9. **Compliance with Laws.** To the best of Owner's knowledge, without inquiry, Owner represents that the Property, and all improvements located thereon, are in substantial compliance with laws, codes and regulations of applicable governmental authorities. Lessee covenants that it will keep the Lessee Facilities in good repair as required by all federal, state, county and local laws, including without limitation any federal rules and regulations with regard to the lighting, marking and painting of the Tower. Lessee will further comply with all applicable laws, ordinances and regulations, including but not limited to zoning codes, building codes and applicable safety codes relating to its specific use of the Lessee Facilities.

10. **Interference.**

(a) Lessee agrees to install radio equipment of the type and frequency which will not cause technical interference problems with other equipment located on the Property including, but not limited to, Owner's Public Safety Equipment, as of the Effective Date of this Agreement. Lessee shall operate the Lessee Facilities in compliance with all FCC requirements including those prohibiting interference to communications facilities of Owner's other lessees or licensees of the Property, provided that the installation and operation of any such lessee or licensee facilities predate the installation of the Lessee Facilities. Lessee understands that Owner's Public Safety Equipment has been installed on the Property on another telecommunications tower. In the event that telecommunications tower is removed, Lessee agrees to cooperate in good faith to enable Owner to place Owner's Public Safety Equipment on the Tower if space permits. Owner will use good faith efforts to install such equipment in a manner that will not interfere with Lessee's Facilities. In the event Lessee desires to add equipment to the Leased Premises at any future date pursuant to the terms of this Agreement, Lessee agrees that such future installations shall not cause technical interference problems with other pre-existing equipment then located on the Property.

(b) Notwithstanding anything to the contrary herein, the Lessee shall comply with Section 814.4(E)(1)-(4) of the City's Land Development Code, which is entitled "Interference with Public Safety Telecommunications." Owner will not permit or suffer the installation, modification or replacement of any future non-Owner equipment at or on the Property which (a) results in technical interference problems with Lessee's then existing equipment or (b) encroaches onto the Leased Premises. Lessee and Owner agree, within twenty-four (24) hours after receipt of written notice from the other party, to resolve, at its sole cost and expense, any technical interference arising out of a violation of the provisions of this Paragraph. In the event the interfering party is unable to resolve the technical interference within said twenty-four (24) hours, the interfering party agrees to power down its communications equipment or portion thereof (or in the case of a subsequent third party co-locator interfering with Lessee's equipment, Owner agrees to use its best efforts to cause said third party to power down its communications equipment or portion thereof) causing said interference until such time as the interference is

eliminated; provided, however, the interfering party shall have the right to briefly resume normal power output of its communications equipment for testing purposes during off-peak hours. In the event that the interference is not temporarily cured by powering down the equipment in question, then the interfering party must shut down all power to the equipment causing the interference. Notwithstanding the foregoing, in the event Owner's Public Safety Equipment is causing interference to the Lessee Facilities, Owner agrees to make best efforts to cure such interference in a reasonable time period and further agrees to permit Lessee to temporarily relocate its equipment in accordance with Section 18(d) until such time as Owner repairs its equipment or otherwise cures such interference. Owner and Lessee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and therefore, either party hereto shall have the right to specifically enforce the provisions of this Paragraph in a court of competent jurisdiction. Notwithstanding anything to the contrary in this Agreement, Owner and Lessee do each hereby reserve any and all rights under Federal and State law regarding interference from the other party's equipment.

11. Utilities. To the best of Owner's knowledge, without inquiry, Owner represents that utilities are available for Lessee's use of the Leased Premises. Lessee will pay for all utilities used by it at the Leased Premises at the rate charged by the servicing utility provider. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Owner will reasonably cooperate, at no cost to Owner, with Lessee in Lessee's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company. In the event Owner desires to relocate the utilities and utility easement(s), Owner will use its best efforts, during the relocation of such utilities, not to interfere with the construction, maintenance, or operation of Lessee's Facilities. In the event any interruption with the operation of the Lessee's Facilities is anticipated Lessee shall have the right to utilize backup power generators during such periods of interruption.

12. Termination.

(a) Unless otherwise set forth herein, this Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Owner and/or Lessee if Lessee does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Lessee Facilities beyond any applicable appeals period; or (iii) by Lessee if Lessee is unable to occupy and utilize the Leased Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Lessee if any environmental report for the Property reveals the presence of any Hazardous Material after the Commencement Date; or (v) by Lessee if Lessee determines that the Leased Premises are not

appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

(b) Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default, or such termination results from Lessee's and Owner's inability to reasonably resolve interference between Lessee's Equipment and Owner's Public Safety Equipment; failure of Lessee to obtain or maintain necessary permits or approvals for the operations of Lessee's Facilities despite best efforts to do so or a take-back of frequencies by the FCC; or if any environmental report for the Property reveals the presence of any hazardous materials after the Commencement Date. In each such event Lessee shall receive a prorated reimbursement of said prepaid rent.

13. **Liability and Indemnity.** Owner and Lessee shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents, employees, contractors or subcontractors in or about the Property. Lessee acknowledges that Owner is a municipal corporation, and that, to the extent applicable, it does not waive sovereign immunity, and the limits of liability thereunder, as well as limitations on indemnification, as set forth in Section 768.28, Florida Statute, and other applicable state laws. The duties described in this Paragraph 13 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

14. **Hazardous Substances.**

(a) As of the Effective Date of this Agreement: (1) Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (2) Owner hereby represents to the best of its knowledge (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Owner from, and Owner has no knowledge that notice has been given to any predecessor owner or operator of the Property by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any Environmental Law.

(b) Without limiting Paragraph 13, Owner and Lessee shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, reasonable attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 14 by such

party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Lessee, from operations in or about the Property by Lessee or Lessee's agents, employees, contractors or subcontractors, and in the case of Owner, from the ownership or control of, or operations in or about, the Property by Owner or Owner's predecessors in interest, and their respective agents, employees, contractors, subcontractors, lessees, guests or other parties. Lessee acknowledges that Owner is a municipal corporation, and that, to the extent applicable, it does not waive sovereign immunity, and the limits of liability thereunder, as well as limitations on indemnification, as set forth in Section 768.28, Florida Statute, and other applicable state laws. The provisions of this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) **"Hazardous Material"** means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) **"Environmental Law"** means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

15. **Taxes and Assessments.** Lessee shall pay on or before their respective due dates, to the appropriate collecting authority, any and all applicable real estate taxes, ad valorem, sales, excise or personal property taxes, assessments and fees, which are now or may hereafter be levied or assessed against the Leased Premises or Lessee as a direct result of installation of the Lessee Facilities, (excluding any income tax, franchise or other similar corporate or partnership tax levied against Owner), and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter required for the operation of the business conducted by Lessee. Owner shall provide to Lessee reasonable documentation from the appropriate taxing authority that is necessary to demonstrate that the increase is due to Lessee's Improvements. Owner shall reasonably cooperate with Lessee in the protest of any such assessment. Lessee maintains the right, at its sole option and its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Agreement, to the appropriate governmental authority. Nothing in this paragraph shall be construed as limiting either party's rights to contest, appeal or challenge any tax assessment.

**16. Insurance.**

(a) Lessee, at Lessee's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Leased Premises, all as provided for herein. Lessee shall name the Owner as an additional insured. Within thirty (30) days following the Effective Date, Lessee shall provide Owner with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 16. The aforesaid insurance may be provided through the combination of Lessee's primary and excess/umbrella policies.

(b) Owner, at Owner's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Owner, its employees and agents arising out of or in connection with Owner's use, occupancy and maintenance of the Property. Within thirty (30) days following the Effective Date, Owner shall provide Lessee with a COI evidencing the coverage required by this Paragraph 16.

**17. Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein leased as reasonably determined by the parties, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rent shall be accounted for as between Owner and Lessee as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Owner and Lessee hereunder, provided however, in the event of any condemnation of the Property, Lessee may terminate this Agreement upon fifteen (15) days written notice to Owner if such condemnation may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than thirty (30) days. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Leased Premises for losses related to the Lessee Facilities, its relocation costs and its damages and losses including its leasehold interest. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

**18. Maintenance.**

(a) Lessee, at its sole cost and expense, will be responsible for repairing and maintaining the Lessee Facilities and any other improvements installed by Lessee at the Leased Premises, in a proper operating and reasonably safe condition. Owner will maintain and repair all other portions of the Property in a proper operating reasonably safe condition.

(b) Lessee hereby grants to Owner the right to conduct periodic inspection of Leased Premises, Tower and Wall from time-to-time by providing Lessee with at least forty-eight (48) hours prior written/telephonic notice to George Raspall, Ops Mgr., at Tel. # 305-333-0000 (except in the event of an emergency). Lessee has the right to have a representative of Lessee present during Owner's inspection. Owner shall not damage, move, alter, disrupt, turn off, adjust or otherwise affect or impair the continuous operation of the Lessee Equipment and shall reimburse Lessee for any damage to the Lessee Equipment caused by Owner and Owner's employees, agents, contractors or subcontractors. While conducting the inspections, Owner and Owner's employees, agents, or contractors shall comply with any and all regulations of the FCC including the FCC's radio frequency emissions exposure guidelines. Owner and Lessee acknowledge that the purpose of such inspections is to ensure that the Leased Premises, Tower and Wall comply with all applicable aesthetic and safety requirements of the applicable laws, ordinances and regulations, including but not limited to zoning codes, and building codes. In the event that Owner determines that the reasonable aesthetic and/or safety modifications ("Repairs") are required, Owner shall provide written notice to Lessee detailing the Repairs. Lessee, at its sole cost and expense, shall commence the Repairs within thirty (30) days after receipt of written notice. If Lessee cannot reasonably effect such Repairs within such time period despite Lessee's diligent efforts or obtain any necessary zoning and/or building permit requirements necessary to commence the Repairs, the Repairs period may be extended a reasonable amount of time mutually agreed to by Lessee and the City Manager for such additional time as may be reasonably necessary for Lessee to diligently pursue and complete such Repairs. Nothing contained herein shall be construed so as to require Lessee to shut down the Lessee Equipment or otherwise discontinue its operations from the Leased Premises or to make Repairs inconsistent with FCC requirements or other applicable federal, state or local laws, rules and/or regulations.

(c) If Lessee fails to commence the Repairs as specified in this Paragraph, which default is not cured by Lessee in accordance with Paragraph 12 above, Owner may commence the repairs and use, apply or retain all or part of the Security Fund, as depicted in Paragraph 23 below, to reimburse Owner for any loss, damage or expense incurred by Owner for Lessee's uncured default of Repairs. Prior to invading the Security Fund, Owner shall provide Lessee thirty (30) days written notice of Owner's intent to invade the Security Fund and the date and amount of such intended invasion together with written documentation of the loss, damage or expense for which Owner seeks reimbursement from the Security Fund.

(d) Owner agrees to reasonably cooperate with Lessee in the event Lessee determines, that it needs to make repairs to the Tower or Wall subject to the following conditions: (i) Lessee shall provide at least thirty (30) days prior written notice to Owner of the need to make any such repairs, which notice shall give details of the type of repairs that will occur (the "Notice"), provided, however, in the event of any repair work necessitated by events beyond Lessee's control or required to meet regulatory requirements and for which Lessee is unable to give said thirty (30) day prior notice, Lessee agrees to give Owner notice as soon as reasonably practical under the circumstances; (ii) Lessee, or its contractors, at Lessee's sole cost and expense, shall temporarily remove and relocate all communications equipment as may be necessary to accommodate the repairs by Lessee, to a substitute location specified by Owner, if available which substitute location is sufficient to meet Lessee's coverage and engineering needs

and is economically reasonable to Lessee in its reasonable discretion, and (iii) In the event Lessee's communications equipment located on the Tower or on the ground adjacent to the Tower must be temporarily relocated, Lessee will have the right to use a temporary transmission site or cell on wheels ("COW") on the Owner's Property at a location sufficient to meet Lessee's coverage and engineering needs and as reasonably agreed upon by the parties. Rent shall abate for the period of time beyond the initial seven (7) calendar days that Lessee is unable to operate its Lessee Facilities due to such repairs including during the period Lessee's equipment is being relocated to or from the COW. Lessee shall continue to pay rent to Owner as required herein during such relocation. The placement of any temporary transmission facilities shall be subject to Owner's prior written consent and all other necessary government approvals in accordance with the Owner's zoning and land use codes, administrative codes, ordinances, rules and regulations. Lessee agrees to diligently and in good faith undertake and complete the repairs as expeditiously as possible in order to minimize the period of time that Lessee's, and/or other third party co-locator's communications equipment needs to be relocated. Lessee shall be afforded the opportunity and sufficient time to install temporary communications equipment in alternative locations on the Property prior to removing their existing communications equipment to ensure that they have continuous coverage.

19. **Future Expansion.** If additional land is requested beyond the area of seven hundred eighty-four (784) square feet, a formal plan must be presented to and approved by Owner, not to be unreasonably withheld, conditioned or delayed. If the plan is approved by Owner, Owner agrees to set the rental rate for the expanded area equal to the current escalated dollar per square foot rate that Owner is receiving from Lessee at the time of the approval.

20. **Additional Rent.** In the event of any default of this Agreement by Lessee beyond any applicable cure period(s) as described herein, Owner may, at any time after notice, cure the default for the account of and at the expense of Lessee; provided, however, unless Lessee fails to timely remove its equipment pursuant to Paragraph 1(f) hereof, under no circumstances is Owner (or anyone on behalf of Owner) permitted to move, alter, relocate or remove Lessee's Equipment. If Owner elects to cure such default, then any sum of money reasonably so expended by Owner in connection with such cure, including reasonable attorney's fees, shall be deemed to be additional rent and shall be due from the Lessee to Owner on the first day of the month following the incurring of the respective expenses.

21. **As-Is.** By taking possession of the Leased Premises, Lessee accepts the Leased Premises in the condition existing as of the date of execution of this Agreement. Except as otherwise expressly provided herein, Owner makes no representation or warranty with respect to the condition of the Leased Premises and Owner shall not be liable for any latent or patent defect in the Leased Premises. Notwithstanding anything to the contrary herein, Owner shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Leased Premises unless caused by the sole negligence or willful misconduct of Owner, its employees, agents or contractors.

22. Cost-Recovery. Owner and Lessee acknowledge that Lessee paid Owner an initial fee of Eight Thousand (\$8,000.00) Dollars for the Owner's costs and expenses, including reasonable legal fees incurred by Owner in connection with the negotiation of this Agreement and site plan review costs. Lessee shall pay any reasonable additional cost recovery expenses associated with Owner's review of the site plan and the negotiation of this Agreement as well as the negotiation of any future amendments to this Agreement within thirty (30) days after receiving an invoice for same.

23. Security Fund. Prior to construction or installation of the Facility, Licensee shall submit a security bond in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), in compliance with Section 814.10 of the Land Development Code, in a form reasonably acceptable to the City. The terms of this security bond shall comply with the requirements of the Section 814.10 of the Land Development Code and shall be used to ensure Lessee's faithful performance of and compliance with all provisions of this Agreement, and other applicable laws, including the payment by the Lessee of any claims, liens, fees, fines or taxes due the Owner. Neither the posting of any form of security fund with the Owner, nor the receipt of any damages recovered by the Owner thereunder, shall be construed to excuse faithful performance by the Lessee or limit the liability of the Lessee under the terms of this Agreement for damages, either to the full amount of the fund or otherwise. In the event the Owner withdraws funds from the bond, Lessee will provide supplemental funds to maintain the amount of security required herein.

24. Additional Consideration. As additional consideration, on or before the Commencement Date of this Agreement, Lessee shall pay to Owner a one-time capital contribution payment in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00). Owner agrees to use such money for the maintenance and/or improvements to Owner's Property including, but not limited to, landscaping, aesthetics, functionality and beautification of Owner's Property. Lessee and Owner acknowledge that this is a one-time payment for the maintenance and/or improvements to Owner's Property for the Initial Term of the Agreement and any subsequent Renewal Term(s).

25. Late Fees. Lessee shall pay Owner a late payment charge equal to five (5%) percent of the overdue amount for any payment not paid within ten (10) business days of its due date. Any amounts not paid within ten (10) business days of its due date shall also bear interest until paid at the lesser of the rate of twelve (12%) percent per month or the highest rate permitted by law.

26. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Leased Premises is located; (c) if requested by Lessee, Owner agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in a form attached hereto as Exhibit C; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties with respect to the subject matter hereof; (e) any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable

with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party, including all costs and expense incurred through all appeals, (h) the failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity, and (i) the captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement and they shall not affect or be utilized in the construction or interpretation of the Agreement.

27. **Non-Binding Until Fully Executed.** This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

28. **Surveys.** Prior to the Commencement Date, Owner hereby grants to Lessee the right to survey all or part of the Property, including the Leased Premises and cost for such work shall be borne by the Lessee. The parties hereto agree that a copy of the survey shall be provided to Owner within ninety (90) days of the Effective Date.

29. **Rights Upon Sale.** Should Owner at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than Lessee, such sale shall be under and subject to this Agreement and Lessee's rights hereunder, and any sale by the Owner of the portion of the Property underlying the Access Area herein granted shall be under and subject to the right of Lessee in and to the Access Area. Owner agrees not to sell or lease to any third party areas of Owner's Property or surrounding property for the installation, operation, or maintenance of other wireless communications facilities if, such installation, operation, or maintenance would interfere with Lessee's Facilities as determined by radio propagation tests performed by Lessee at purchasing parties' expense, unless the sale involves issues concerning public safety in which case the Owner may sell or lease to any third party areas of Owner's Property or surrounding property and such sale or lease shall not be subject to this Agreement provided that best efforts are used to avoid interference with Lessee's operations on the Leased Premises. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Lessee, the sale or lease to the third party shall be conditioned upon the third party undertaking any and all steps to prevent interference with Lessee's equipment. Owner shall not be prohibited from the selling, leasing, or using of any of Owner's Property or surrounding property for non-wireless communication use provided such non-communication use does not interfere with Lessee's operations as set forth hereunder.

30. **Casualty.**

(a) Owner will provide notice to Lessee of any casualty affecting the Property within seventy-two (72) hours of the casualty. In the event of damage by fire or other casualty to the Leased Premises that cannot reasonably be expected to be repaired within thirty (30) days

following same or, if the Leased Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than thirty (30) days, then Lessee may at any time following such fire or other casualty, terminate this Agreement upon fifteen (15) days written notice to Owner. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of the date of such casualty, with respect to payments due to the other under this Agreement.

(b) In the event of casualty, or total destruction of the Lessee Facilities, Owner agrees to use its reasonable efforts to permit Lessee to place a COW and/or other temporary transmission facilities on the Property until such time as Lessee is able to secure a replacement transmission location for the Lessee Facilities. The placement of any temporary transmission facilities shall be subject to Owner's prior written consent and all other necessary government approvals in accordance with the Owner's zoning and land use codes, administrative codes, ordinances, rules and regulations. Lessee agrees that it will use its reasonable efforts to avoid interfering with Owner's efforts to redevelop the Property arising out of such casualty or total destruction. Notwithstanding the foregoing, all rental payments shall abate during the period of such fire or other casualty, so long as the fire or other casualty is not the fault of the Lessee.

31. **No Waiver of Police Power.** Owner cannot and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to governmental regulations of general applicability which may govern the Leased Premises, any improvements thereon, or any operations at the Leased Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of Owner to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

32. **Survival.** The provisions of the Agreement relating to indemnification from one party to the other party shall survive 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.

33. **Waiver of Owner's Lien.**

(a) Owner waives any lien rights it may have concerning the Lessee Facilities, all of which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time, subject to all other applicable provisions of this Agreement without Owner's consent.

(b) Owner acknowledges that Lessee has entered into or may in the future enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing

entities). In connection therewith, Owner (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 Rent due or to become due and that such Collateral may be removed, subject to all other applicable provisions of this Agreement at any time without recourse to legal proceedings.

#### **34. Temporary Cellular Tower Option**

a) Owner does hereby grant unto Lessee the option to place upon the Property a temporary equipment trailer and tower, commonly known as a "Cellular on Wheels" ("COW"), and to place around the COW a security fence within the Property and must obtain all applicable permits issued by the City. If Lessee exercises this option, the Owner also grants unto the Lessee the non-exclusive use of the right-of-way for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. If inside an area secured by Owner, Lessee shall obtain Owner's prior consent to install, place and maintain Lessee's Equipment and COW on the Property as necessary to supply utility service and power to Lessee Equipment and COW. The placement of the COW and Lessee's Equipment on the Property permitted by this Section is subject to compliance with any and all conditions provided for in this Agreement.

b) If Lessee exercises this option, the term for placement of the COW on the Property shall be for 180 days ("180 Day Term") and commence on the start of construction of the COW or the first (1st) day of the month following the date Lessee is granted a building permit by the governmental authority charged with issuing such permits, whichever first occurs last ("COW Effective Date"). Following the 180 Day Term, the term for placement of the COW on the Property will renew automatically on a month-to-month basis until the Commencement Date as defined herein, unless a Relocation Site is available and mutually agreed to by the parties and a new agreement between the parties has been approved, the City Manager grants an extension of time, or this Agreement is terminated pursuant to the provisions contained herein. Owner shall retain all prepaid 180 Day Lease Fees and Payment for placement of the COW on the Property upon such termination. Owner and Lessee acknowledge that Lessee has future plans to construct a Tower on the Property as defined herein. In the event that the Commencement Date does not occur prior to or on the first calendar day after the 180 Day Term Owner has the right to require Lessee to relocate the COW and Lessee's Equipment on the Property to a Relocation Site. In the event that the parties are unable to agree to a mutually agreeable location for the Relocation Site, the parties agree that Owner shall have the right to terminate this Agreement without penalty and keep all of the 180 Day Lease Fees plus any Payment incurred.

c) Within fifteen (15) calendar days following the COW Effective Date, Lessee shall pay to the Owner a fee of Fourteen Thousand Five Hundred Dollars (\$14,500.00) for the 180 Day Term ("180 Day Lease Fee"). Thereafter, if the COW continues to be placed on the Lease Premises beyond the 180 Day Term, unless the City Manager grants an extension of time for construction of the Tower as required herein, Lessee shall pay to Owner monthly installments payable on the first day of each month in the amount equal to three hundred percent (300%) of the 180 Day Lease Fee (the "Payment"), until the Commencement Date as defined herein.

**35. Radon Gas.** In accordance with Florida Law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the local county health department.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B, C and D.

**\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\***

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Miramar through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 2010; and NEW CINGULAR WIRELESS PCS, LLC, authorized to execute same, through its \_\_\_\_\_

CITY OF MIRAMAR, through its  
~~City Commission~~

ATTEST:

Yvette A. McCleary  
Yvette McCleary, City Clerk

By: Lori Mosely, Mayor  
day of \_\_\_\_\_, 2010

*(DPL)*

By: Robert Payton, City Manager  
23<sup>rd</sup> day of November, 2010

Approved as to form and legality  
for the use of and reliance by the  
City of Miramar only:

By: Jamie Alan Cole, City Attorney *Dec 11/23/10*

23<sup>rd</sup> day of November, 2010

(CITY SEAL)

WITNESSES:

NEW CINGULAR WIRELESS PCS, LLC,  
a limited liability company authorized to do  
business in the State of Florida, managed by  
AT&T Mobility Corporation, a Delaware  
corporation  
Its: Manager

JERRY LANTZ  
JERRY LANTZ  
Print Name

By: Debbie Lewis  
Title: Debbie Lewis  
Area Manager  
Construction & Engineering  
Print Name

Anita Brammer  
Anita Brammer  
Print Name

19 day of November, 2010

State of Florida )  
                                  ) SS:  
County of Broward)

THIS IS TO CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2010, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert Payton, as City Manager of City of Miramar, a Florida corporation, who (check one) [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

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

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

My Commission expires:

State of Florida )  
                                  ) SS:  
County of Palm Beach)

THIS IS TO CERTIFY, that on this 19 day of November, 2010, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Debbie Lewis, as Area Mgr. C&E, of NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, who is (check one) [] is personally known to me or [ ] produced \_\_\_\_\_ as identification.



Anita E. Bronner  
\_\_\_\_\_  
Notary Public, State of Florida

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

My Commission expires:

**EXHIBIT A**

**DESCRIPTION OF LAND**

Page 1 of 2

to the Agreement dated \_\_\_\_\_, 2010, by and between The City of Miramar, a Florida municipal corporation, as Owner, and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

**A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO**

**PARENT TRACT**

PARK PARCEL D AND BUFFER TRACT B-1, BLUEGRASS LAKES WEST, AS RECORDED IN PLAT BOOK 165, PAGE 3, LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 38388, PAGE 1526, AND TOGETHER WITH THAT PORTION OF PARCEL A AND LAKE TRACT L-1 DESCRIBED IN OFFICIAL RECORDS BOOK 38388, PAGE 1530, ACCORDING TO THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

**AT&T MOBILITY  
LEASE PARCEL "A"  
EHML SITE**

A PORTION OF PARK PARCEL D, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK PARCEL D; THENCE NORTH 28°43'23" EAST, ALONG THE WESTERLY LINE OF SAID PARK PARCEL D, A DISTANCE OF 119.07 FEET; THENCE NORTH 41°27'21" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 313.08 FEET; THENCE DEPARTING SAID WESTERLY LINE, SOUTH 42°32'29" EAST, A DISTANCE OF 41.18 FEET TO THE CENTER POINT OF LEASE PARCEL "A", SAID POINT BEING A THE CENTERPOINT OF A CIRCULAR LEASE PARCEL HAVING A RADIUS OF 7.00 FEET.

CONTAINING 0.0035 ACRES OR 154 SQUARE FEET, MORE OR LESS.

**EXHIBIT A**

**DESCRIPTION OF LAND**

Page 2 of 2

to the Agreement dated \_\_\_\_\_, 2010, by and between The City of Miramar, a Florida municipal corporation, as Owner, and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

**AT&T MOBILITY  
LEASE PARCEL "B"  
EHML SITE**



A PORTION OF PARK PARCEL D, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK PARCEL D; THENCE NORTH 78°43'23" EAST, ALONG THE WESTERLY LINE OF SAID PARK PARCEL D, A DISTANCE OF 171.07 FEET; THENCE NORTH 47°27'21" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 340.08 FEET; THENCE DEPARTING SAID WESTERLY LINE, SOUTH 42°32'39" EAST, A DISTANCE OF 61.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 42°32'39" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 47°27'21" WEST, A DISTANCE OF 26.00 FEET; THENCE NORTH 42°32'39" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 47°27'21" EAST, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0144 ACRES OR 630 SQUARE FEET, MORE OR LESS.

**AT&T MOBILITY  
UTILITY EASEMENT  
EHML SITE**

A PORTION OF PARK PARCEL D AND BUFFER TRACT B-1, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK PARCEL D; THENCE NORTH 28°43'23" EAST, ALONG THE WESTERLY LINE OF SAID PARK PARCEL D, A DISTANCE OF 171.07 FEET; THENCE NORTH 47°27'21" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 47°27'21" EAST, ALONG SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 42°32'39" EAST, A DISTANCE OF 6.19 FEET; THENCE; THENCE SOUTH 47°27'21" WEST, A DISTANCE OF 1.00 FEET; THENCE NORTH 42°32'39" WEST, A DISTANCE OF 6.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.3022 ACRES OR 80 SQUARE FEET, MORE OR LESS.

**EXHIBIT B**

**DESCRIPTION OF PREMISES**

to the Agreement dated \_\_\_\_\_, 2010, by and between The City of Miramar, a Florida municipal corporation, as Owner and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

The Premises are described and/or depicted as follows:

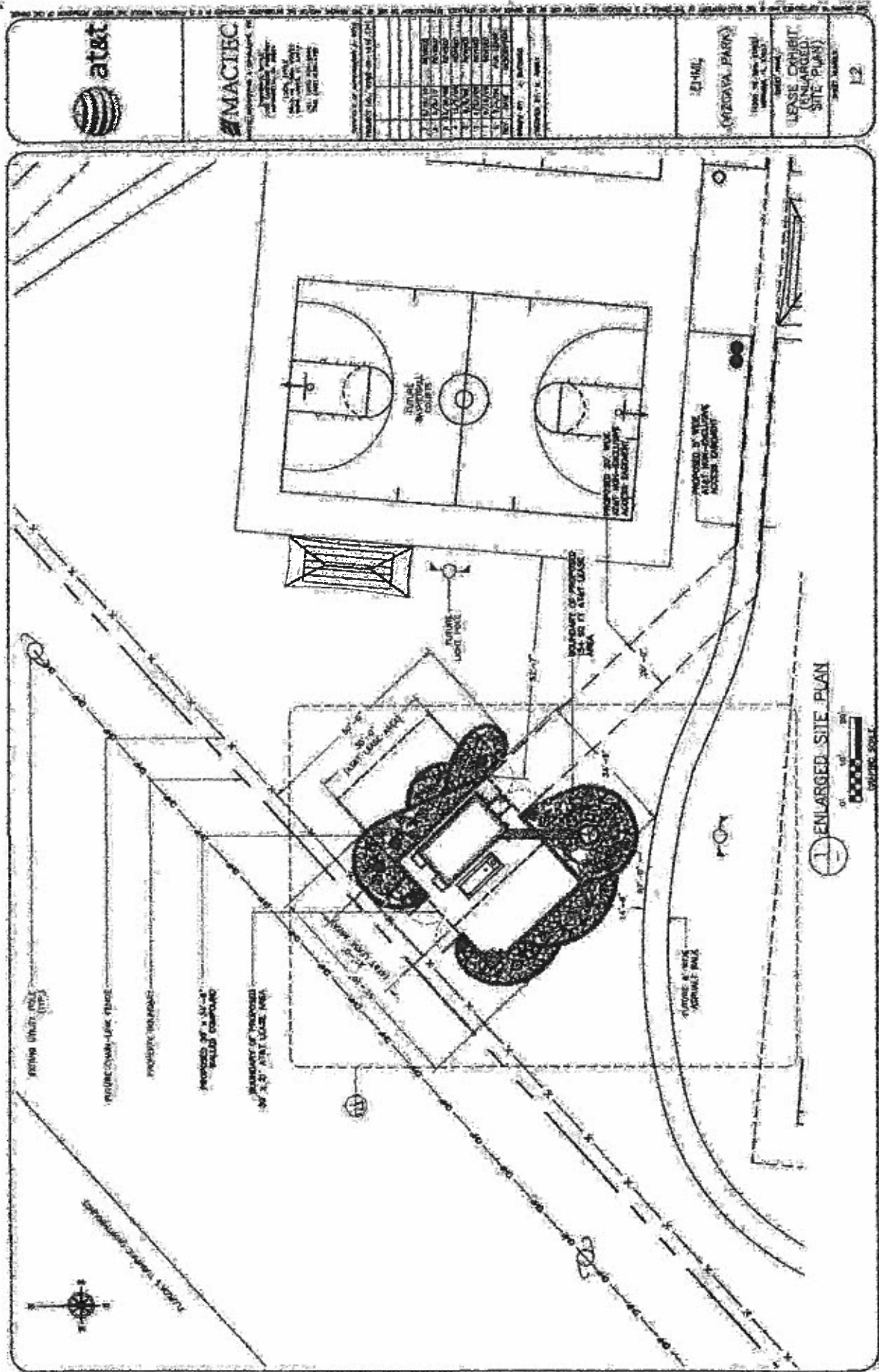
**A DRAWING OF THE PREMISES WILL BE  
PRESENTED HERE OR ATTACHED HERETO**

**[Lease Exhibit Pages L1 – L4]**

**Notes:**

1. Lessee may replace this Exhibit with a survey of the Leased Premises once Lessee receives it.
2. The Leased Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities or as otherwise permitted upon granting of a setback variance by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.









**EXHIBIT C**

to the Agreement dated \_\_\_\_\_, 2010, by and between the City of Miramar, a Florida municipal corporation, as Owner, and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

**MEMORANDUM OF AGREEMENT**

[Please provide proposed form of MOA]

**Prepared by:**

*Genevieve Simpson  
SBA Network Services, Inc.  
5900 Broken Sound Parkway  
Boca Raton, FL 334*

**Return to:**

**New Cingular Wireless PCS, LLC**  
12555 Cingular Way  
Alpharetta, GA 30004  
Attn: Network Real Estate Administration

Cell Site No: EHML; Cell Site Name: EHML  
Fixed Asset Number: 10118804  
State: Florida  
County: Broward

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between City of Miramar, a Florida municipal corporation, with an address at 2300 Civic Center Place, Miramar, Florida 33025 (hereinafter referred to as "Owner" or "City") and New Cingular Wireless PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation having a mailing address of 12555 Cingular Way, Alpharetta, GA 30004 (hereinafter referred to as "Lessee").

1. Owner and Lessee entered into a Site Lease Agreement ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 2010, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

- 2. The initial lease term will be five (5) years ("Initial Term") commencing on the start of construction of the Lessee Facilities or the first (1st) day of the month following Lessee's receipt of all federal, state and local government agency approvals, whichever event occurs last, with four (4) successive automatic five (5) year options to renew.
- 3. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit A annexed hereto.
- 4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease on the respective dates under each signature: City of Miramar through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2010; and NEW CINGULAR WIRELESS PCS, LLC, authorized to execute same, through its \_\_\_\_\_.

CITY OF MIRAMAR, through its  
City Commission

ATTEST:

By: \_\_\_\_\_  
Lori Mosely, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Yvette McCleary, City Clerk

By: \_\_\_\_\_  
Robert Payton, City Manager  
\_\_\_\_ day of \_\_\_\_\_, 2010

Approved as to form and legality  
for the use of and reliance by the  
City of Miramar only:

By: \_\_\_\_\_  
Jamie Alan Cole, City Attorney  
\_\_\_\_ day of \_\_\_\_\_, 2010

(CITY SEAL)

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**WITNESSES:**

NEW CINGULAR WIRELESS PCS, LLC,  
a limited liability company authorized to do  
business in the State of Florida, managed by  
AT&T Mobility Corporation a Delaware  
corporation

\_\_\_\_\_

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

Print Name

Print Name

\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_

\_\_\_\_\_

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]

State of Florida        )  
                                  ) SS:  
County of Broward    )

THIS IS TO CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert Payton, as City Manager of City of Miramar, a Florida corporation, who (check one) [  ] is personally known to me or [  ] produced \_\_\_\_\_ as identification.

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

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

My Commission expires:

[NOTARIAL SEAL]

State of \_\_\_\_\_ )  
                                  ) SS:  
County of \_\_\_\_\_ )

THIS IS TO CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared \_\_\_\_\_, as \_\_\_\_\_, of NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, who is (check one) [  ] is personally known to me or [  ] produced \_\_\_\_\_ as identification.

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

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

My Commission expires:

[NOTARIAL SEAL]

**EXHIBIT A**

**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Memorandum of Lease dated \_\_\_\_\_, 2010, by and between The City of Miramar, a Florida municipal corporation, as Owner, and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

The Premises are described and/or depicted as follows:

**PARENT TRACT**

PARK PARCEL D AND BUFFER TRACT B-Y, BLUEGRASS LAKES WEST, AS RECORDED IN PLAT BOOK 165, PAGE 3, LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 38388, PAGE 1526, AND TOGETHER WITH THAT PORTION OF PARCEL A AND LAKE TRACT L-1 DESCRIBED IN OFFICIAL RECORDS BOOK 38385, PAGE 1530, ACCORDING TO THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

**AT&T MOBILITY  
LEASE PARCEL "A"  
EHML SITE**

A PORTION OF PARK PARCEL D, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK PARCEL D; THENCE NORTH 25°43'23" EAST, ALONG THE WESTERLY LINE OF SAID PARK PARCEL D, A DISTANCE OF 171.07 FEET; THENCE NORTH 47°27'20" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 373.08 FEET; THENCE DEPARTING SAID WESTERLY LINE, SOUTH 42°32'39" EAST, A DISTANCE OF 45.19 FEET TO THE CENTER POINT OF LEASE PARCEL "A", SAID POINT BEING A THE CENTERPOINT OF A CIRCULAR LEASE PARCEL HAVING A RADIUS OF 1.00 FEET.

CONTAINING 0.2035 ACRES OR 884 SQUARE FEET, MORE OR LESS.

**EXHIBIT A**

**DESCRIPTION OF PREMISES**

Page 2 of 2

to the Memorandum of Lease dated \_\_\_\_\_, 2010, by and between The City of Miramar, a Florida municipal corporation, as Owner, and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

The Premises are described and/or depicted as follows:

**AT&T MOBILITY  
LEASE PARCEL "B"  
EHML SITE**

A PORTION OF PARK PARCEL D, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK PARCEL D; THENCE NORTH 28°43'23" EAST, ALONG THE WESTERLY LINE OF SAID PARK PARCEL D, A DISTANCE OF 171.07 FEET; THENCE NORTH 47°27'21" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 340.08 FEET; THENCE DEPARTING SAID WESTERLY LINE, SOUTH 42°32'39" EAST, A DISTANCE OF 11.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 42°32'39" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 47°27'21" WEST, A DISTANCE OF 21.00 FEET; THENCE NORTH 42°32'39" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 47°27'24" EAST, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0144 ACRES OR 630 SQUARE FEET, MORE OR LESS.

**AT&T MOBILITY  
UTILITY EASEMENT  
EHML SITE**

A PORTION OF PARK PARCEL B AND BUFFER TRACT 2-1, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK PARCEL D; THENCE NORTH 28°43'23" EAST, ALONG THE WESTERLY LINE OF SAID PARK PARCEL D, A DISTANCE OF 171.07 FEET; THENCE NORTH 47°27'21" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 340.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 47°27'21" EAST, ALONG SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 42°32'39" EAST, A DISTANCE OF 11.19 FEET; THENCE SOUTH 47°27'21" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 42°32'39" WEST, A DISTANCE OF 11.19 FEET TO THE POINT OF BEGINNING.

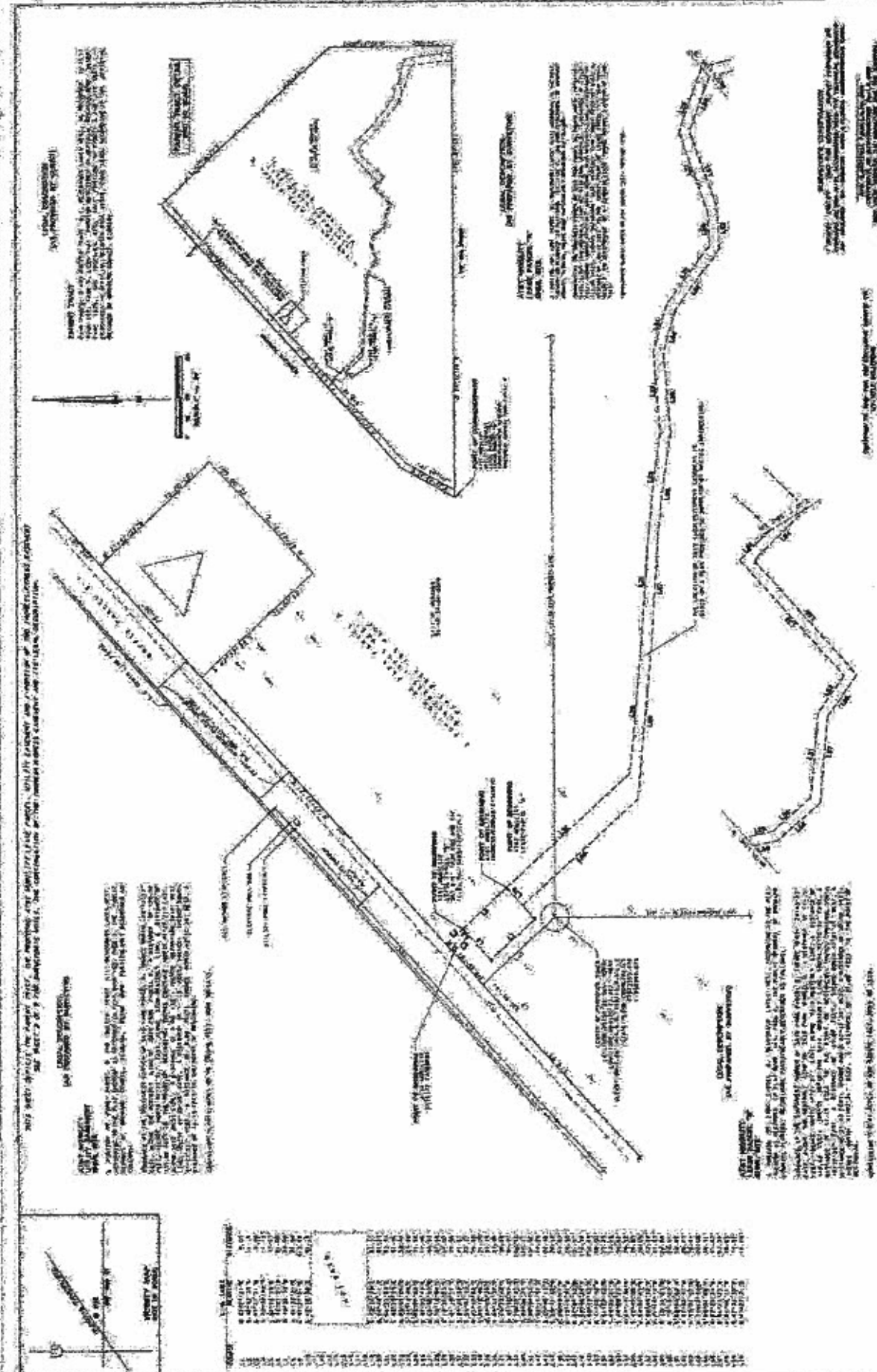
CONTAINING 2.0012 ACRES OR 85 SQUARE FEET, MORE OR LESS.

**EXHIBIT D**

**SURVEY**

to the Agreement dated \_\_\_\_\_, 2010, by and between the City of Miramar, a Florida municipal corporation, as Owner and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

**A COPY OF THE SURVEY SHALL BE ATTACHED HERETO**



<p><b>ADVANCED LAND SURVEYING &amp; MAPPING</b>                  1000 N. 1000 W. SPOKANE, IDAHO 83402                  (208) 325-1111</p>		<p><b>AT&amp;T MOBILITY</b>                  A DIVISION OF SPRINT                  1500 S. GARDEN AVENUE, SUITE 100                  DENVER, CO 80202                  (303) 733-1111</p>	
DATE	10/11/23	SCALE	AS SHOWN
DRAWN BY	J. SMITH	CHECKED BY	M. JONES
PROJECT NO.	101123-01	SHEET NO.	35



Prepared by:  
*Genevieve Simpson*  
*SBA Network Services, Inc.*  
*5900 Broken Sound Parkway*  
*Boca Raton, Fl 334*

Return to:

New Cingular Wireless PCS, LLC  
12555 Cingular Way  
Alpharetta, GA 30004  
Attn: Network Real Estate Administration

Cell Site No: EHML; Cell Site Name: EHML  
Fixed Asset Number: 10118804  
State: Florida  
County: Broward

MEMORANDUM  
OF  
LEASE

This Memorandum of Lease is entered into on this 23<sup>rd</sup> day of November, 2010, by and between City of Miramar, a Florida municipal corporation, with an address at 2300 Civic Center Place, Miramar, Florida 33025 (hereinafter referred to as "Owner" or "City") and New Cingular Wireless PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation having a mailing address of 12555 Cingular Way, Alpharetta, GA 30004 (hereinafter referred to as "Lessee").

1. Owner and Lessee entered into a Site Lease Agreement ("Agreement") on the 23<sup>rd</sup> day of November, 2010, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

- 2. The initial lease term will be five (5) years ("Initial Term") commencing on the start of construction of the Lessee Facilities or the first (1st) day of the month following Lessee's receipt of all federal, state and local government agency approvals, whichever event occurs last, with four (4) successive automatic five (5) year options to renew.
- 3. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit A annexed hereto.
- 4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease on the respective dates under each signature: City of Miramar through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_ day of \_\_\_\_\_, 2010; and NEW CINGULAR WIRELESS PCS, LLC, authorized to execute same, through its \_\_\_\_\_.

CITY OF MIRAMAR, through its  
City Commission

*Dale*

ATTEST:

*Yvette M. McCleary*  
Yvette McCleary, City Clerk

By: \_\_\_\_\_  
Lori Mosely, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2010

By: *[Signature]*  
for Robert Payton, City Manager  
23<sup>rd</sup> day of November, 2010

Approved as to form and legality  
for the use of and reliance by the  
City of Miramar only:

By: *[Signature]*  
Jamie Alan Cole, City Attorney

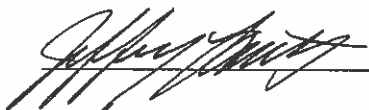
23<sup>rd</sup> day of November, 2010

(CITY SEAL)

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

WITNESSES:

NEW CINGULAR WIRELESS PCS, LLC,  
a limited liability company authorized to do  
business in the State of Florida, managed by  
AT&T Mobility Corporation a Delaware  
corporation



JEFFREY LANTZ  
Print Name

Anita Brommer  
Anita Brommer

By: Debbie Lewis  
Title: Debbie Lewis  
Area Manager  
Construction & Engineering

Print Name  
19 day of November, 2010

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]



**EXHIBIT A**

**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Memorandum of Lease dated November 23, 2010, by and between The City of Miramar, a Florida municipal corporation, as Owner, and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

The Premises are described and/or depicted as follows:

**PARENT TRACT**

PARK PARCEL D AND BUFFER TRACT B-1, BLUEGRASS LAKES WEST, AS RECORDED IN PLAT BOOK 165, PAGE 3, LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 38388, PAGE 1526, AND TOGETHER WITH THAT PORTION OF PARCEL A AND LAKE TRACT L-1 DESCRIBED IN OFFICIAL RECORDS BOOK 38388, PAGE 1530, ACCORDING TO THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

**AT&T MOBILITY  
LEASE PARCEL "A"  
EHML SITE**

A PORTION OF PARK PARCEL D, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK PARCEL D; THENCE NORTH 28°43'23" EAST, ALONG THE WESTERLY LINE OF SAID PARK PARCEL D, A DISTANCE OF 171.07 FEET; THENCE NORTH 47°27'21" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 33.08 FEET; THENCE DEPARTING SAID WESTERLY LINE, SOUTH 42°32'39" EAST, A DISTANCE OF 41.19 FEET TO THE CENTER POINT OF LEASE PARCEL "A", SAID POINT BEING A THE CENTERPOINT OF A CIRCULAR LEASE PARCEL HAVING A RADIUS OF 7.00 FEET.

CONTAINING 0.0035 ACRES OR 154 SQUARE FEET, MORE OR LESS.

EXHIBIT A

DESCRIPTION OF PREMISES

Page 2 of 2

to the Memorandum of Lease dated November 23, 2010, by and between The City of Miramar, a Florida municipal corporation, as Owner, and NEW CINGULAR WIRELESS PCS, LLC, a limited liability company authorized to do business in the State of Florida, managed by AT&T Mobility Corporation, a Delaware corporation, as Lessee.

The Premises are described and/or depicted as follows:

**AT&T MOBILITY  
LEASE PARCEL "B"  
EHML SITE**



A PORTION OF PARK PARCEL D, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK PARCEL D; THENCE NORTH 28°43'23" EAST, ALONG THE WESTERLY LINE OF SAID PARK PARCEL D, A DISTANCE OF 171.07 FEET; THENCE NORTH 47°27'21" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 340.08 FEET; THENCE DEPARTING SAID WESTERLY LINE, SOUTH 42°32'39" EAST, A DISTANCE OF 11.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 42°32'39" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 47°27'21" WEST, A DISTANCE OF 21.00 FEET; THENCE NORTH 42°32'39" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 47°27'21" EAST, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0144 ACRES OR 630 SQUARE FEET, MORE OR LESS.

**AT&T MOBILITY  
UTILITY EASEMENT  
EHML SITE**

A PORTION OF PARK PARCEL D AND BUFFER TRACT B-1, BLUEGRASS LAKES WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 165, PAGE 3, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK PARCEL D; THENCE NORTH 28°43'23" EAST, ALONG THE WESTERLY LINE OF SAID PARK PARCEL D, A DISTANCE OF 171.07 FEET; THENCE NORTH 47°27'21" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 335.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 47°27'21" EAST, ALONG SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 42°32'39" EAST, A DISTANCE OF 11.19 FEET; THENCE THENCE SOUTH 47°27'21" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 42°32'39" WEST, A DISTANCE OF 11.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0012 ACRES OR 55 SQUARE FEET, MORE OR LESS.