

CITY OF MARGATE, FLORIDA

ORDINANCE NO. 99-14

AN ORDINANCE OF THE CITY OF MARGATE, FLORIDA, APPROVING OPTION AND LEASE AGREEMENTS WITH BELLSOUTH MOBILITY, INC. FOR TELECOMMUNICATION TOWERS AT ORIOLE PARK AND FIREFIGHTERS PARK; PROVIDING FOR COMPENSATION; PROVIDING FOR TERM AND CONDITIONS; PROVIDING FOR INDEMNIFICATION AND INSURANCE; PROVIDING FOR ABANDONMENT; PROVIDING FOR SALE; PROVIDING FOR SUBORDINATION; PROVIDING FOR DEFAULT; PROVIDING FOR RADON GAS; PROVIDING FOR DESIGN; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida hereby approves Option and Lease Agreements with BellSouth Mobility, Inc. for Telecommunication Towers at Oriole Park and Firefighters Park, a copy of each Option and Lease Agreement being attached hereto and made a part of this Ordinance.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are and the same is hereby repealed to the extent of such conflict.

ORD. 99-14

SECTION 3: If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 4: This ordinance shall become effective immediately upon adoption at its second reading.

PASSED ON FIRST READING THIS 2ND day of JUNE, 1999.

PASSED ON SECOND READING THIS 16th day of JUNE, 1999.

ATTEST:


CITY CLERK


VICE MAYOR ARTHUR J. BROSS

RECORD OF VOTE - 1ST READING

RECORD OF VOTE - 2ND READING

Varsallone AYE
Talerico AYE
Donovan ABSENT
Bross AYE
Schwartz AYE

Varsallone AYE
Talerico AYE
Donovan AYE
Bross AYE
Schwartz ABSENT

**OPTION AND
LEASE AGREEMENT**

This Agreement is made this 18th day of JUNE, 1999, between **CITY OF MARGATE**, whose address is **5790 Margate Boulevard, Margate, Florida 33063**, hereinafter designated LESSOR and/or CITY, and **BELLSOUTH MOBILITY INC**, with offices at **5201 Congress Avenue, Boca Raton, Florida 33487**, hereinafter designated TENANT.

RECITALS:

LESSOR is the owner of certain real property a portion of Property Folio numbers 484 135 012630 and 484 135 012640, Broward County, State of Florida, known as Oriole Park, and TENANT desires to obtain an Option to lease a portion of said real property, containing approximately 1,350 square feet, together with the nonexclusive right for ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicles, including trucks. Said leased property is hereinafter referred to as "Property". The Property is more specifically described in and substantially shown outlined in on Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of a sum of **ONE THOUSAND Dollars (\$1,000.00)**, hereinafter referred to as "Option Money", to be paid by TENANT to the LESSOR, which TENANT will provide upon execution of this Agreement, the LESSOR hereby grants to TENANT the right and option to lease said portion of said real property, including a right of way access thereto, for the term and in accordance with the covenants and conditions set forth herein.

The Option may be exercised at any time within six (6) months from final execution of this Agreement by LESSOR.

At TENANT'S election, and upon TENANT'S prior written notification to LESSOR, the time during which option may be exercised may be further extended for one (1) additional period of six (6) months, with an additional payment of **ONE THOUSAND Dollars (\$1,000.00)** by TENANT to LESSOR for the Option period so extended. The time during which the Option may be exercised may be further extended by mutual agreement in writing. If during said Option Period, or during the term of the lease, if the Option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or LESSOR'S property contiguous thereto, LESSOR shall immediately notify TENANT in writing so that TENANT can take steps necessary to protect TENANT'S interest in the Property.

LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property.

This Option may not be sold, assigned or transferred at any time except to TENANT'S principals, affiliates or subsidiaries of its principal. As to other parties, this Option may not be sold, assigned or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld.

Should TENANT fail to exercise this Option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this Option terminated, and LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

The LESSOR shall permit TENANT during the Option Period free ingress and egress to the Property to conduct such surveys, structural strength analysis, sub-surface boring tests and other activities of similar nature, as TENANT may deem necessary, at the sole cost of TENANT. In addition, TENANT shall have the right to file any applications for certificates, permits and other approvals that may be required by any federal, state or local authorities. LESSOR agrees to cooperate with TENANT in its efforts to obtain such approvals and sign such papers as may be required to file applications with the appropriate authorities.

Notice of the exercise of the Option shall be given by the TENANT to the LESSOR, in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice, the following Agreement shall take effect:

LEASE AGREEMENT

1. LESSOR hereby leases to TENANT that certain parcel of real property, containing approximately 1,350 square feet, a portion of **Property Folio numbers 484 135 012630 and 484 135 012640**, Broward County, State of Florida, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a twenty foot (20') wide right of way extending from the nearest public right of way namely Rock Island Road to leased parcel, said leased parcel and right of way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof. Said leased parcel and right of way for access shall be hereinafter referred to as "Property". LESSOR shall cooperate with TENANT in TENANT'S effort to obtain utility services along said right of way by signing such documents or easements as may be required by said utility companies. In the event any public utility is unable to use the aforementioned right of way, the LESSOR hereby agrees to grant an alternative right of way or utility easement either to the TENANT or to the public utility at no cost to the TENANT.
2. LESSOR also hereby grants to TENANT the right to survey said Property, and the legal description on said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". LESSOR grants TENANT the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed by TENANT to be relevant and pertinent, as such information relates to LESSOR'S real property, leased or otherwise abutting or surrounding the Property. Cost of such survey work shall be borne by the TENANT.

3. This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of **TWENTY FOUR THOUSAND** Dollars (**\$24,000.00**) plus applicable taxes to include, but not limited to, State of Florida sales tax. Payment shall be made in a lump sum each year, with the first payment due within twenty (20) calendar days of the issuance of the certificate of occupancy and subsequent payment due in advance on the anniversary date when first payment was due. Payment shall be sent to:

City of Margate
Finance Director
5790 Margate Boulevard
Margate, FL 33063

4. If the Tenant exercises the option provided in section 5, the rental fee shall be adjusted as follows: the annual rent for the first five-year extension term shall be \$27,600.00; for the second five-year extension term shall be \$31,740.00; for the third five-year extension term shall be \$36,501.00; for the fourth five-year extension term shall be \$41,976.15..
5. TENANT shall have the option to extend this lease for four (4) additional five (5) year terms, and such extensions shall not be unreasonably withheld. TENANT shall give LESSOR written notice of its intention not to extend this Lease Agreement at least six (6) months prior to the end of the current term.
6. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it 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 the annual 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. Monthly rental for this period shall be equal to the rent paid for the last month of the fourth (4th) five (5) year extension term.
7. TENANT shall use the Property for the purpose of constructing, maintaining and operating a personal wireless communication Including the transmission and reception of communication signals and the construction, alteration, maintenance, repair, replacement and relocation of related facilities, towers, antennas, equipment and buildings pursuant to the terms and conditions of this Lease Agreement. TENANT shall construct a monopole structure, aesthetically designed, subject to the approval of the City of Margate, 100 feet in height upon the property. TENANT upon approval of LESSOR may modify its personal wireless communications facilities and said approval shall not be unreasonably withheld by LESSOR. The specific site plan shall be reviewed and approved by the City of Margate. Said approval shall not be unreasonably withheld by the City pursuant to Section 3.23 of Appendix A of the Zoning code for the City of Margate. A security fence consisting of black chain link construction or similar but comparable construction will be placed around the perimeter of the Property (not including the access easement). All improvements shall be TENANT'S expense. LESSOR grants TENANT the right to use adjoining and adjacent land owned by the LESSOR as is reasonably required during construction, installation, maintenance and operation of the Communications Facility.

TENANT will maintain the Property in a reasonable condition and meet all requirements imposed by ordinances of the City of Margate and Broward County, Florida including the South Florida Building Code. TENANT shall provide LESSOR with an engineering statement of need for the site. It is understood and agreed that TENANT'S ability to use the Property is contingent upon its obtaining after the execution of the Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. LESSOR shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. TENANT shall submit all required applications for permits to the applicable City and/or County departments for review and approval and pay for required fees. LESSOR agrees to sign such papers as are customarily and reasonable required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Property as required for the use intended by the TENANT. TENANT will perform all other acts and bear expenses associated with the rezoning procedure. LESSOR agrees not to register any written or verbal opposition to the rezoning procedures. Notwithstanding any other termination rights available to TENANT under this Agreement, TENANT, at its sole and absolute discretion, shall have the right to terminate this Agreement with ninety (90) days prior written notice to LESSOR and a lump sum payment to LESSOR in an amount equal to six months rental at the rate in effect at the time of termination. Notice of the TENANT'S exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the LESSOR as evidenced by the return receipt. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

TENANT shall be responsible for providing electric service for the operation of TENANT'S personal wireless services equipment. TENANT shall be solely liable for electrical expenses relating to its installation and equipment. TENANT'S electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including cost of installing any meter.

8. General Indemnification: TENANT agrees to indemnify, save and hold harmless and pay on behalf of City, its officers, agents and employees, from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with or because of the use and occupancy of the Property by TENANT or its officers, agents, employees, or independent contractors under this Agreement or the breach of this Agreement by TENANT. Pursuant to its liability, TENANT shall pay all claims, losses, liens, settlements or judgments, of any nature whatsoever, in connection therewith, including but not limited to, paralegal expenses, attorney's fees and costs to defend all claims or suits, including attorney's fees on appeal, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which TENANT is required to obtain under this Agreement.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

To the extent permitted by law, LESSOR agrees to hold harmless TENANT, its officers, agents and employees from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of the use or occupancy of the Property by City, its officers, agents, employees or independent contractors pursuant to this Agreement. Pursuant to its liability, City shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, attorney fees, paralegal fees and costs to defend all claims or suits, including attorneys' fees on appeal, in the name of the TENANT when applicable, and shall pay all costs and judgments that may issue thereon.

9. **INSURANCE:** TENANT shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability specifically reflecting and including coverages of all acts, activities and omissions in any way arising out of the planning or operation of the telecommunication facility.

Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Jones Act. Employer's liability Insurance shall be provided with a minimum of one hundred thousand and 00/100 dollars (\$100,000.00) per accident. TENANT agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors
- (c) Product and Completed Operations Liability
- (d) Broad Form Property Damage
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

Automobile Liability amounts reasonably necessary.

Upon contract execution, TENANT shall submit to City copies of its certificate(s) of insurance evidencing the required coverages and specifically providing that the City of Margate is an additional named insured or additional insured with respect to the required coverages and the operations of TENANT under the Agreement. Insurance companies selected must be acceptable to City. All of the policies of insurance so

required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled or renewal refused until at least thirty (30) calendar days written notice has been given to City by certified mail.

These insurance requirements shall not relieve or limit the liability of TENANT. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect TENANT'S interests or liabilities but are merely minimum requirements established by City's Risk Management Coordinator. City reserves the right to require any other insurance coverage that City deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

The TENANT shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and the TENANT shall provide verification thereof to City upon request of City.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

TENANT shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

The TENANT shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved by CITY, which shall not be unreasonably withheld, conditioned or delayed.

Violation of any material term in this Section and its sub-parts shall constitute a breach of Agreement and CITY, at its sole discretion, may terminate the Agreement.

10. Notwithstanding the Insurance requirements of section 9, the LESSOR agrees that TENANT may self-insure against any loss or damage which could be covered by a commercial general public liability insurance policy.
11. TENANT shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on

the Property. TENANT shall reimburse LESSOR as additional rent for any increase in real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT and are not separately levied or assessed against TENANT'S improvements by the taxing authorities.

12. TENANT upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LESSOR'S option when this Agreement is terminated and upon LESSOR'S advance written notice to TENANT, TENANT will leave the foundation and security fence and tower, to become property of the LESSOR. If such time for removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of tower and all related structures and all appurtenances and fixtures thereto are completed..
13. Abandonment of Property. If TENANT, its successors or assigns, abandons the operation of the personal communication services facility before the end of the term or this Lease Agreement, then the CITY, at its sole option, may cancel and terminate this Lease Agreement.

Should the CITY elect to terminate this Agreement if TENANT abandons the operations of the personal communications services facility, the Facility shall automatically revert to CITY. "Abandonment" shall mean an implied or express repudiation or renunciation of any operations of the personal communications services facility under this Agreement or any material part thereof for a period of ninety (90) or more consecutive calendar days.

14. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the parcel of property leased by TENANT herein and/or the right of way thereto to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT'S rights hereunder.
15. LESSOR covenants that TENANT, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Property.
16. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the real property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property.
17. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR or TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.
18. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms

of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. LESSOR and TENANT hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the Agreement, arising out of, under, or in connection with the course of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

19. This Agreement may not be sold, assigned or transferred at any time except to TENANT'S principal, affiliates or subsidiaries of its principal or to any company upon which TENANT is merged or consolidated. As to the other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld. Notwithstanding the above, TENANT may permit other parties to co-locate on the Property, with no obligation to LESSOR, as long as this Agreement is in effect.
20. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

LESSOR: City of Margate
5790 Margate Boulevard
Margate, Florida 33063
Attn: City Manager

TENANT: BellSouth Mobility Inc.
5201 Congress Avenue
Boca Raton, Florida 33487
Attn: Network Real Estate Manager

21. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
22. At LESSOR'S option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Property or right of way, provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR'S interest and also TENANT'S right to remain in occupancy of and have access to the Property as long as TENANT is not in default of this Agreement. TENANT shall execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the leased Property is encumbered by a mortgage, the LESSOR, no later than thirty (30) days after this lease is exercised, shall have obtained and furnished to TENANT a non-disturbance instrument in recordable form for each such mortgage.
23. If the whole of the Property or such portion thereof as will make the Property unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between LESSOR and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR

and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT'S right to an award of compensation of any eminent domain proceeding for the taking of TENANT'S leasehold interest hereunder.

24. LESSOR and TENANT agree that this Option and Lease Agreement will be forwarded for recording or filing in the appropriate office of the County of Broward, and LESSOR and TENANT agree to take such actions as may be necessary to permit such recording or filing. TENANT, at TENANT'S option and expense, may obtain title insurance on the space leased herein. LESSOR shall cooperate with TENANT'S efforts to obtain such title insurance policy by executing documents or, at TENANT'S expense, obtaining requested documentation as required by the title insurance company. If title is found to be defective, LESSOR shall use diligent effort to cure the defects in title. At TENANT'S option, should the LESSOR fail to provide requested documentation within thirty (30) days of TENANT'S request, or fail to provide the Non-Disturbance instrument(s) as noted in Paragraph 20 of this Agreement, TENANT may withhold and accrue the monthly rental until such time as the requested document(s) is (are) received, or if title is found to be defective and LESSOR has failed to cure the defects within a reasonable period, TENANT may cancel this Agreement or cure the title defect at LESSOR'S expense utilizing the withheld payments.
25. If TENANT defaults in fulfilling any of the covenants of this Agreement and such default shall continue for sixty (60) days after TENANT'S receipt of written notice from LESSOR specifying the nature of said default, or, if the said default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such sixty (60) day period, if TENANT shall not in good faith commence the curing or remedying of such default within such sixty (60) day period and shall not thereafter diligently proceed therewith to completion, then in any one or more of such events this Agreement shall terminate and come to an end as fully and completely as if such were the day herein definitely fixed for the end and expiration of this Agreement and TENANT shall then quit and surrender the Property to LESSOR as provided herein.
26. In connection with any litigation arising out of this Agreement, the prevailing party, whether LESSOR or TENANT, shall be entitled to recover all reasonable costs incurred including reasonable attorney's fees for services rendered in connection with any enforcement of breach of contract, including appellate proceedings and post judgment proceedings.
27. In accordance with Florida Law, the following statement is hereby made:

RADON GAS: Radon is a natural 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 your county public health unit.
28. LESSOR shall hold TENANT harmless from and indemnify TENANT against and from any damage, loss, expenses or liability resulting from the discovery by any person of hazardous substance generated, stored, disposed of, or transported to or over Property, as long as such substance was not stored, disposed of, or transported to or over the Property by TENANT, its agents, contractors, employees, or invitees.

TENANT will be responsible for any and all damages, losses, and expenses and will indemnify LESSOR against and from any discovery by any persons or such hazardous wastes generated, stored, or disposed of as a result of TENANT'S equipment and uses of the aforementioned Property.

29. This Agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same Agreement.
30. When removal of existing light pole and resetting of sports field lights on new tower is required, TENANT agrees to utilize and pay for the services of Florida Electric Services, Inc. to remove the existing sports field lighting and pole and disconnect electric service to same. TENANT will also pay Florida Electric Services, Inc. to relocate the CITY's sports field lighting on TENANT'S monopole structure at a height of approximately seventy (70') feet. The cost for these services will be as per Exhibit "C." CITY will endeavor to provide TENANT with all available technical information regarding the mounting characteristics and electrical requirements of the CITY's sports field lighting to be remounted on TENANT'S monopole structure.
31. The parties acknowledge and agree that the available technology, load capacity and design for this Tower will not allow for the co-location of additional communications facilities beyond those of the TENANT and the field lights. However, if the parties determine in the future that technology changes, load capacity or design would permit co-location on this Tower, the TENANT shall not allow another wireless or PCS provider to co-locate upon the Tower without the approval of the LESSOR and compensation to LESSOR from the co-locator for use of the LESSOR's ground space. However, if a wireless or PCS provider co-locates upon the tower pursuant to the preceding, nothing shall prohibit tenant from collecting a rental fee from same.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

CITY OF MARGATE, FLORIDA

ORDINANCE 99-14 6/16/99

Signed, sealed and delivered in the presence of:

Carol Di Lorenzo
Witness
Print Name: CAROL Di Lorenzo

Carleen Strachan
Witness
Print Name: Carleen Strachan

Carol Di Lorenzo
Witness
Print Name: Carol Di Lorenzo

Carleen Strachan
Witness
Print Name: Carleen Strachan

By: Arlene R. Schwartz
Print Name: ARLENE R SCHWARTZ
Title: MAYOR
Address: 5790 MARGATE BLVD
MARGATE FL 33063

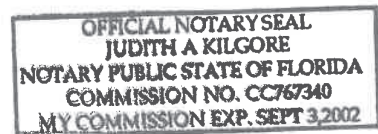
By: Leonard B Golub
Print Name: LEONARD B GOLUB
Title: CITY MANAGER
Address: 5790 MARGATE BLVD
MARGATE FL 33063

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of July, 1999, by ARLENE R. SCHWARTZ, as MAYOR of THE CITY OF MARGATE, a Florida Corporation, who are personally known to me ~~or who have produced~~ as identification and who did (did not) take an oath.

My Commission Expires:

Judith A. Kilgore
NOTARY PUBLIC
Print Name: JUDITH A. KILGORE
(Seal)



TENANT

Signed, sealed and delivered
in the presence of:

Marc Zielinski
Witness
Print Name: MARC ZIELINSKI

Debbie Lewis
Witness
Print Name: Debbie Lewis

14 BELLSOUTH MOBILITY INC
By: Laren Whiddon
Print Name: Laren Whiddon
Title: Vice-President
Address: 12477 Telecom Dr
Tampa, FL 33637

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30th day of April, 1999,
by LAREN WHIDDON, as Vice President of BELLSOUTH MOBILITY INC, a Georgia
Corporation, who is personally known to me or who has produced _____
_____ as identification.

My Commission Expires:

J K Fiege
NOTARY PUBLIC
Print Name: JK FIEGE
(Seal)

 J K Fiege
My Commission CC759696
Expires July 16, 2002

BELLSOUTH MOBILITY CELL SITE CDZS

LEGAL DESCRIPTION LEASE PARCEL

A portions of Parcel "B", "ORIOLE-MARGATE SECTION 3", according to the plat thereof, as recorded in Plat Book 74 at Page 45 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Parcel "B", (also being the most Easterly, Northeast corner of Parcel "A"), as shown on said Plat of "ORIOLE-MARGATE SECTION 3"; thence S00°06'56" W, along the East line of said Parcel "A" for 1.49 feet; thence S89°46'36"W for 364.65 feet; thence N00°13'24"W for 24.00 feet to the POINT OF BEGINNING of the following described parcel; thence continue N00°13'24"W for 36.75 feet; thence N89°46'36"E for 22.75 feet; thence S00°13'24" E for 36.75 feet; thence S89°46'36"W for 22.75 feet to the POINT OF BEGINNING.

Said parcel containing 836 Square feet (0.019 Acres more or less).

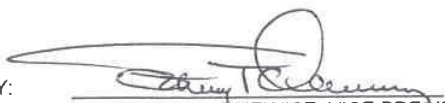
NOTE:

- 1.) See Sketch on sheet under File No. B-1613, Dated 06-15-1999, by this FIRM, for a detailed Sketch of the Legal Description described heron.

THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY SUPERVISION.

LEITER, PEREZ & ASSOCIATES, INC.

BY:



STANLEY T. OLESIEWICZ, VICE PRESIDENT
REGISTERED PROFESSIONAL SURVEYOR & MAPPER NO. 1633
STATE OF FLORIDA

DATE:

01/28/99

BELLSOUTH MOBILITY CELL SITE CDZS

LEGAL DESCRIPTION INGRESS, EGRESS AND UTILITY EASEMENT

Portions of Parcels "A" and "B", "ORIOLE-MARGATE SECTION 3", according to the plat thereof, as recorded in Plat Book 74 at Page 45 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the most Easterly, Northeast corner of said Parcel "A" (also being the Southeast corner of said Parcel "B"); thence N00°06'56"E, along the East line of said Parcel "B" for 22.51 feet to the POINT OF BEGINNING of the following described easement; thence S89°46'36"W for 318.04 feet; thence S00°13'24"E for 24.00 feet; thence S89°46'36"W, for 22.75 feet; thence N00°13'24"W for 60.75 feet; thence N89°46'36"E for 20.00 feet; thence S00°13'24"E for 16.75 feet; thence N89°46'36"E for 322.16 feet; thence S00°06'56"W along the East line of said Parcel "B", for 20.00 feet to the POINT OF BEGINNING.

Said parcel containing 7753 Square feet (0.178 Acres more or less).

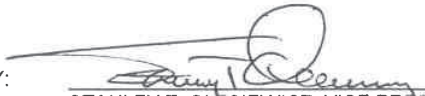
NOTE:

- 1.) See Sketch on sheet under File No. B-1613, Dated 06-15-1999, by this FIRM, for a detailed Sketch of the Legal Description described heron.

THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY SUPERVISION.

LEITER, PEREZ & ASSOCIATES, INC.

BY:


STANLEY T. OLESIEWICZ, VICE PRESIDENT
REGISTERED PROFESSIONAL SURVEYOR & MAPPER NO. 1633
STATE OF FLORIDA

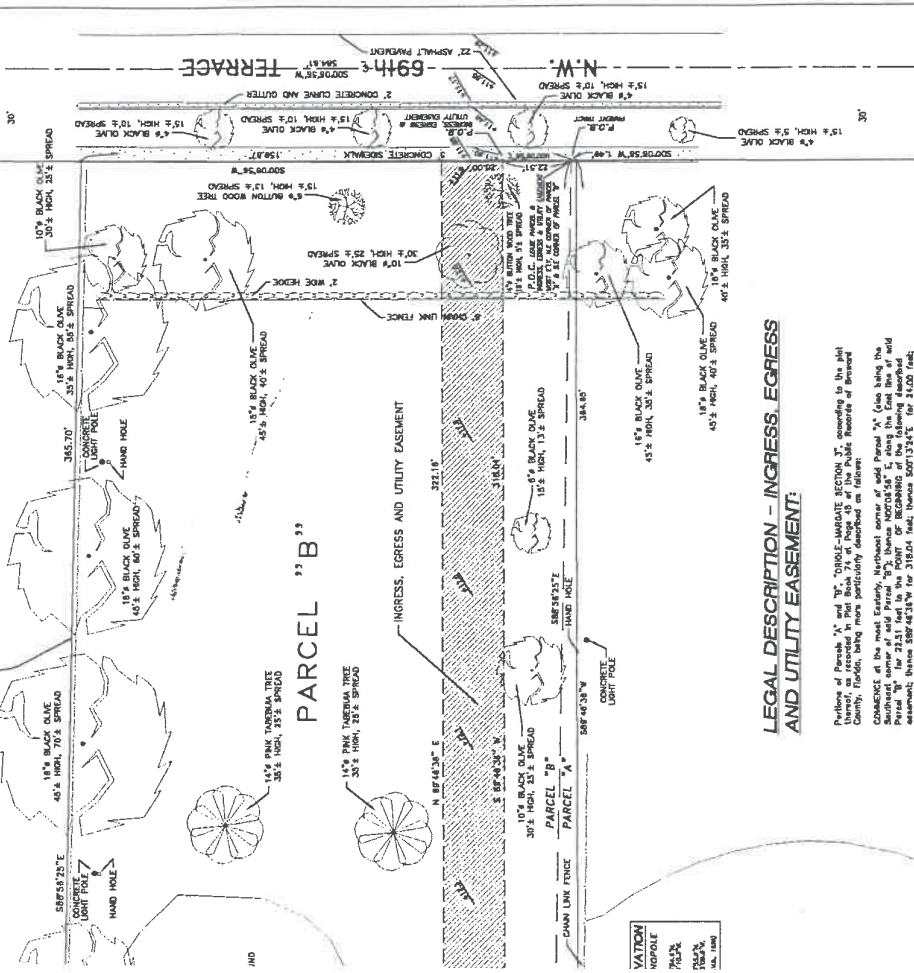
DATE:

6/28/99

SCHOOL SITE

ARCEL "B"

TERRACE



LEGAL DESCRIPTION - INGRESS, EGRESS AND UTILITY EASEMENT:

Portions of Parcel "A" and "B", "DINGLE-WARGATE SECTION 3", according to the plat thereof, recorded in the Book 47, Page 45 of the Public Records of Broward County, Florida, and the portion of Parcel "A" and Parcel "B" described in the plat thereof, recorded in the Book 47, Page 45 of the Public Records of Broward County, Florida, are hereby conveyed to and Parcel "A" (also known as Parcel "A" for 21.51 feet to the POINT OF BEGINNING of the following described parcel) and Parcel "B" for 23.75 feet to the POINT OF BEGINNING of the following described parcel) to the City of Broward, Florida, for the purpose of establishing a public easement for ingress, egress and utility purposes. The portion of Parcel "A" and Parcel "B" described in the plat thereof, recorded in the Book 47, Page 45 of the Public Records of Broward County, Florida, are hereby conveyed to and Parcel "A" (also known as Parcel "A" for 21.51 feet to the POINT OF BEGINNING of the following described parcel) and Parcel "B" for 23.75 feet to the POINT OF BEGINNING of the following described parcel) to the City of Broward, Florida, for the purpose of establishing a public easement for ingress, egress and utility purposes. The portion of Parcel "A" and Parcel "B" described in the plat thereof, recorded in the Book 47, Page 45 of the Public Records of Broward County, Florida, are hereby conveyed to and Parcel "A" (also known as Parcel "A" for 21.51 feet to the POINT OF BEGINNING of the following described parcel) and Parcel "B" for 23.75 feet to the POINT OF BEGINNING of the following described parcel) to the City of Broward, Florida, for the purpose of establishing a public easement for ingress, egress and utility purposes.

NOTES:

1. All dimensions shown are in feet and inches.
2. The portion of Parcel "A" and Parcel "B" described in the plat thereof, recorded in the Book 47, Page 45 of the Public Records of Broward County, Florida, are hereby conveyed to and Parcel "A" (also known as Parcel "A" for 21.51 feet to the POINT OF BEGINNING of the following described parcel) and Parcel "B" for 23.75 feet to the POINT OF BEGINNING of the following described parcel) to the City of Broward, Florida, for the purpose of establishing a public easement for ingress, egress and utility purposes.
3. The portion of Parcel "A" and Parcel "B" described in the plat thereof, recorded in the Book 47, Page 45 of the Public Records of Broward County, Florida, are hereby conveyed to and Parcel "A" (also known as Parcel "A" for 21.51 feet to the POINT OF BEGINNING of the following described parcel) and Parcel "B" for 23.75 feet to the POINT OF BEGINNING of the following described parcel) to the City of Broward, Florida, for the purpose of establishing a public easement for ingress, egress and utility purposes.
4. Dimensions shown refer to National Standard Vertical Datum (1988).
5. Survey was conducted by Broward County Surveyors Department, dated on the Improvement Record, Book 47, Page 45 of the Public Records of Broward County, Florida, 1988.
6. Location and lengths shown herein were checked by G.P.S. observation and are accurate to the 1/100th of a foot.

LEGEND:

- 1 - CONCRETE
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BELLSOUTH MOBILITY CELL SITE "CDZS"

REV	DATE	BY	DESCRIPTION
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100	08/11/14	JAC	ISSUED FOR PERMITTING

NOTES:
 1. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES.
 2. THE PORTION OF PARCEL "A" AND PARCEL "B" DESCRIBED IN THE PLAT THEREOF, RECORDED IN THE BOOK 47, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ARE HEREBY CONVEYED TO AND PARCEL "A" (ALSO KNOWN AS PARCEL "A" FOR 21.51 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL) AND PARCEL "B" FOR 23.75 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL) TO THE CITY OF BROWARD, FLORIDA, FOR THE PURPOSE OF ESTABLISHING A PUBLIC EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES.
 3. THE PORTION OF PARCEL "A" AND PARCEL "B" DESCRIBED IN THE PLAT THEREOF, RECORDED IN THE BOOK 47, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ARE HEREBY CONVEYED TO AND PARCEL "A" (ALSO KNOWN AS PARCEL "A" FOR 21.51 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL) AND PARCEL "B" FOR 23.75 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL) TO THE CITY OF BROWARD, FLORIDA, FOR THE PURPOSE OF ESTABLISHING A PUBLIC EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES.
 4. DIMENSIONS SHOWN REFER TO NATIONAL STANDARD VERTICAL DATUM (1988).
 5. SURVEY WAS CONDUCTED BY BROWARD COUNTY SURVEYORS DEPARTMENT, DATED ON THE IMPROVEMENT RECORD, BOOK 47, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 1988.
 6. LOCATION AND LENGTHS SHOWN HEREIN WERE CHECKED BY G.P.S. OBSERVATION AND ARE ACCURATE TO THE 1/100TH OF A FOOT.

EXHIBIT "C"

**ATTACHED COST OF REMOVING AND RELOCATION OF SPORTS FIELD
LIGHTING AT ORIOLE PARK**

**OPTION AND
LEASE AGREEMENT**

This Agreement is made this 18th day of JUNE, 1999, between **CITY OF MARGATE**, whose address is **5790 Margate Boulevard, Margate, Florida 33063**, hereinafter designated LESSOR and/or CITY, and **BELLSOUTH MOBILITY INC**, with offices at **5201 Congress Avenue, Boca Raton, Florida 33487**, hereinafter designated TENANT.

RECITALS:

LESSOR is the owner of certain real property a portion of Property Folio numbers 484 123 060200 and 484 123 060210, Broward County, State of Florida, known as Firefighter's Park, and TENANT desires to obtain an Option to lease a portion of said real property, containing approximately 1,140 square feet, together with the nonexclusive right for ingress and egress, seven days a week, twenty four hours a day, on foot or motor vehicles, including trucks. Said leased property is hereinafter referred to as "Property." The Property is more specifically described in and substantially shown outlined in on Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of a sum of **ONE THOUSAND Dollars (\$1,000.00)**, hereinafter referred to as "Option Money", to be paid by TENANT to the LESSOR, which TENANT will provide upon execution of this Agreement, the LESSOR hereby grants to TENANT the right and option to lease said portion of said real property, including a right of way access thereto, for the term and in accordance with the covenants and conditions set forth herein.

The Option may be exercised at any time within six (6) months from final execution of this Agreement by LESSOR.

At TENANT'S election, and upon TENANT'S prior written notification to LESSOR, the time during which option may be exercised may be further extended for one (1) additional period of six (6) months, with an additional payment of **ONE THOUSAND Dollars (\$1,000.00)** by TENANT to LESSOR for the Option period so extended. The time during which the Option may be exercised may be further extended by mutual agreement in writing. If during said Option Period, or during the term of the lease, if the Option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or LESSOR'S property contiguous thereto, LESSOR shall immediately notify TENANT in writing so that TENANT can take steps necessary to protect TENANT'S interest in the Property.

LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property.

This Option may not be sold, assigned or transferred at any time except to TENANT'S principals, affiliates or subsidiaries of its principal. As to other parties, this Option may not be sold, assigned or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld.

Should TENANT fail to exercise this Option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this Option terminated, and LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

The LESSOR shall permit TENANT during the Option Period free ingress and egress to the Property to conduct such surveys, structural strength analysis, sub-surface boring tests and other activities of similar nature, as TENANT may deem necessary, at the sole cost of TENANT. In addition, TENANT shall have the right to file any applications for certificates, permits and other approvals that may be required by any federal, state or local authorities. LESSOR agrees to cooperate with TENANT in its efforts to obtain such approvals and sign such papers as may be required to file applications with the appropriate authorities.

Notice of the exercise of the Option shall be given by the TENANT to the LESSOR, in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice, the following Agreement shall take effect:

LEASE AGREEMENT

1. LESSOR hereby leases to TENANT that certain parcel of real property, containing approximately 1,140 square feet, a portion of **Property Folio numbers 484 123 060200 and 484 123 060210**, Broward County, State of Florida, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a twenty foot (20') wide right of way extending from the nearest public right of way namely Rock Island Road to leased parcel, said leased parcel and right of way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof. Said leased parcel and right of way for access shall be hereinafter referred to as "Property". LESSOR shall cooperate with TENANT in TENANT'S effort to obtain utility services along said right of way by signing such documents or easements as may be required by said utility companies. In the event any public utility is unable to use the aforementioned right of way, the LESSOR hereby agrees to grant an alternative right of way or utility easement either to the TENANT or to the public utility at no cost to the TENANT.
2. LESSOR also hereby grants to TENANT the right to survey said Property, and the legal description on said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". LESSOR grants TENANT the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed by TENANT to be relevant and pertinent, as such information relates to LESSOR'S real property, leased or otherwise abutting or surrounding the Property. Cost of such survey work shall be borne by the TENANT.

3. This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of **TWENTY FOUR THOUSAND Dollars (\$24,000.00)** plus applicable taxes to include, but not limited to, State of Florida sales tax. Payment shall be made in a lump sum each year, with the first payment due within twenty (20) calendar days of the issuance of the certificate of occupancy and subsequent payment due in advance on the anniversary date when first payment was due. Payment shall be sent to:

City of Margate
Finance Director
5790 Margate Boulevard
Margate, FL 33063

4. If the Tenant exercises the option provided in section 5, the rental fee shall be adjusted as follows: the annual rent for the first five-year extension term shall be \$27,600.00; for the second five-year extension term shall be \$31,740.00; for the third five-year extension term shall be \$36,501.00; for the fourth five-year extension term shall be \$41,976.15.
5. TENANT shall have the option to extend this lease for three (3) additional five (5) year terms. Subject to the mutual agreement of the parties, the Tenant shall have the option to extend this lease for one (1) additional five (5) year term. TENANT shall give LESSOR written notice of its intention not to extend this Lease Agreement at least six (6) months prior to the end of the current term.
6. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it 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 the annual 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. Monthly rental for this period shall be equal to the rent paid for the last month of the fourth (4th) five (5) year extension term.
7. TENANT shall use the Property for the purpose of constructing, maintaining and operating a personal wireless communication including the transmission and reception of communication signals and the construction, alteration, maintenance, repair, replacement and relocation of related facilities, towers, antennas, equipment and buildings pursuant to the terms and conditions of this Lease Agreement. TENANT shall construct a monopole structure, aesthetically designed, subject to the approval of the City of Margate, 100 feet in height upon the property. TENANT upon approval of LESSOR may modify its personal wireless communications facilities and said approval shall not be unreasonably withheld by LESSOR. The specific site plan shall be reviewed and approved by the City of Margate. Said approval shall not be unreasonably withheld by the City pursuant to Section 3.23 of Appendix A of the Zoning code for the City of Margate. A security fence consisting of black chain link construction or similar but comparable construction will be placed around the perimeter of the Property (not including the access easement). All improvements shall be TENANT'S expense. LESSOR grants TENANT the right to use adjoining and adjacent land owned by the LESSOR as is reasonably required during

construction, installation, maintenance and operation of the Communications Facility. TENANT will maintain the Property in a reasonable condition and meet all requirements imposed by ordinances of the City of Margate and Broward County, Florida including the South Florida Building Code. TENANT shall provide LESSOR with an engineering statement of need for the site. It is understood and agreed that TENANT'S ability to use the Property is contingent upon its obtaining after the execution of the Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. LESSOR shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. TENANT shall submit all required applications for permits to the applicable City and/or County departments for review and approval and pay for required fees. LESSOR agrees to sign such papers as are customarily and reasonable required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Property as required for the use intended by the TENANT. TENANT will perform all other acts and bear expenses associated with the rezoning procedure. LESSOR agrees not to register any written or verbal opposition to the rezoning procedures. Notwithstanding any other termination rights available to TENANT under this Agreement, TENANT, at its sole and absolute discretion, shall have the right to terminate this Agreement with ninety (90) days prior written notice to LESSOR and a lump sum payment to LESSOR in an amount equal to six months rental at the rate in effect at the time of termination. Notice of the TENANT'S exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the LESSOR as evidenced by the return receipt. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

TENANT shall be responsible for providing electric service for the operation of TENANT'S personal wireless services equipment. TENANT shall be solely liable for electrical expenses relating to its installation and equipment. TENANT'S electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including cost of installing any meter.

8. General Indemnification: TENANT agrees to indemnify, save and hold harmless and pay on behalf of City, its officers, agents and employees, from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with or because of the use and occupancy of the Property by TENANT or its officers, agents, employees, or independent contractors under this Agreement or the breach of this Agreement by TENANT. Pursuant to its liability, TENANT shall pay all claims, losses, liens, settlements or judgments, of any nature whatsoever, in connection therewith, including but not limited to, paralegal expenses, attorney's fees and costs to defend all claims or suits, including attorney's fees on appeal, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which TENANT is required to obtain under this Agreement.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

To the extent permitted by law, LESSOR agrees to hold harmless TENANT, its officers, agents and employees from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of the use or occupancy of the Property by City, its officers, agents, employees or independent contractors pursuant to this Agreement. Pursuant to its liability, City shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, attorney fees, paralegal fees and costs to defend all claims or suits, including attorneys' fees on appeal, in the name of the TENANT when applicable, and shall pay all costs and judgments that may issue thereon.

9. **INSURANCE:** TENANT shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability specifically reflecting and including coverages of all acts, activities and omissions in any way arising out of the planning or operation of the telecommunication facility.

Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Jones Act. Employer's liability Insurance shall be provided with a minimum of one hundred thousand and 00/100 dollars (\$100,000.00) per accident. TENANT agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors
- (c) Product and Completed Operations Liability
- (d) Broad Form Property Damage
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

Automobile Liability amounts reasonably necessary.

Upon contract execution, TENANT shall submit to City copies of its certificate(s) of insurance evidencing the required coverages and specifically providing that the City

of Margate is an additional named insured or additional insured with respect to the required coverages and the operations of TENANT under the Agreement. Insurance companies selected must be acceptable to City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled or renewal refused until at least thirty (30) calendar days written notice has been given to City by certified mail.

These insurance requirements shall not relieve or limit the liability of TENANT. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect TENANT'S interests or liabilities but are merely minimum requirements established by City's Risk Management Coordinator. City reserves the right to require any other insurance coverage that City deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

The TENANT shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and the TENANT shall provide verification thereof to City upon request of City.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

TENANT shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

The TENANT shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved by CITY, which shall not be unreasonably withheld, conditioned or delayed.

Violation of any material term in this Section and its sub-parts shall constitute a breach of Agreement and CITY, at its sole discretion, may terminate the Agreement.

10. Notwithstanding the Insurance requirements of section 9, the LESSOR agrees that TENANT may self-insure against any loss or damage which could be covered by a commercial general public liability insurance policy.

11. TENANT shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. TENANT shall reimburse LESSOR as additional rent for any increase in real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT and are not separately levied or assessed against TENANT'S improvements by the taxing authorities.
12. TENANT upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LESSOR'S option when this Agreement is terminated and upon LESSOR'S advance written notice to TENANT, TENANT will leave the foundation and security fence and tower, to become property of the LESSOR. If such time for removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of tower and all related structures and all appurtenances and fixtures thereto are completed..
13. Abandonment of Property. If TENANT, its successors or assigns, abandons the operation of the personal communication services facility before the end of the term or this Lease Agreement, then the CITY, at its sole option, may cancel and terminate this Lease Agreement.

Should the CITY elect to terminate this Agreement if TENANT abandons the operations of the personal communications services facility, the Facility shall automatically revert to CITY. "Abandonment" shall mean an implied or express repudiation or renunciation of any operations of the personal communications services facility under this Agreement or any material part thereof for a period of ninety (90) or more consecutive calendar days.

14. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the parcel of property leased by TENANT herein and/or the right of way thereto to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT'S rights hereunder.
15. LESSOR covenants that TENANT, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Property.
16. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the real property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property.
17. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR or TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.

18. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. LESSOR and TENANT hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the Agreement, arising out of, under, or in connection with the course of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.
19. This Agreement may not be sold, assigned or transferred at any time except to TENANT'S principal, affiliates or subsidiaries of its principal or to any company upon which TENANT is merged or consolidated. As to the other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld. Notwithstanding the above, TENANT may permit other parties to co-locate on the Property, with no obligation to LESSOR, as long as this Agreement is in effect.
20. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):
- LESSOR: City of Margate
 5790 Margate Boulevard
 Margate, Florida 33063
 Attn: City Manager
- TENANT: BellSouth Mobility Inc.
 5201 Congress Avenue
 Boca Raton, Florida 33487
 Attn: Network Real Estate Manager
21. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
22. At LESSOR'S option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Property or right of way, provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR'S interest and also TENANT'S right to remain in occupancy of and have access to the Property as long as TENANT is not in default of this Agreement. TENANT shall execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the leased Property is encumbered by a mortgage, the LESSOR, no later than thirty (30) days after this lease is exercised, shall have obtained and furnished to TENANT a non-disturbance instrument in recordable form for each such mortgage.
23. If the whole of the Property or such portion thereof as will make the Property unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall

cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between LESSOR and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT'S right to an award of compensation of any eminent domain proceeding for the taking of TENANT'S leasehold interest hereunder.

24. LESSOR and TENANT agree that this Option and Lease Agreement will be forwarded for recording or filing in the appropriate office of the County of Broward, and LESSOR and TENANT agree to take such actions as may be necessary to permit such recording or filing. TENANT, at TENANT'S option and expense, may obtain title insurance on the space leased herein. LESSOR shall cooperate with TENANT'S efforts to obtain such title insurance policy by executing documents or, at TENANT'S expense, obtaining requested documentation as required by the title insurance company. If title is found to be defective, LESSOR shall use diligent effort to cure the defects in title. At TENANT'S option, should the LESSOR fail to provide requested documentation within thirty (30) days of TENANT'S request, or fail to provide the Non-Disturbance instrument(s) as noted in Paragraph 20 of this Agreement, TENANT may withhold and accrue the monthly rental until such time as the requested document(s) is (are) received, or if title is found to be defective and LESSOR has failed to cure the defects within a reasonable period, TENANT may cancel this Agreement or cure the title defect at LESSOR'S expense utilizing the withheld payments.
25. If TENANT defaults in fulfilling any of the covenants of this Agreement and such default shall continue for sixty (60) days after TENANT'S receipt of written notice from LESSOR specifying the nature of said default, or, if the said default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such sixty (60) day period, if TENANT shall not in good faith commence the curing or remedying of such default within such sixty (60) day period and shall not thereafter diligently proceed therewith to completion, then in any one or more of such events this Agreement shall terminate and come to an end as fully and completely as if such were the day herein definitely fixed for the end and expiration of this Agreement and TENANT shall then quit and surrender the Property to LESSOR as provided herein.
26. In connection with any litigation arising out of this Agreement, the prevailing party, whether LESSOR or TENANT, shall be entitled to recover all reasonable costs incurred including reasonable attorney's fees for services rendered in connection with any enforcement of breach of contract, including appellate proceedings and post judgment proceedings.
27. In accordance with Florida Law, the following statement is hereby made:

RADON GAS: Radon is a natural 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 your county public health unit.
28. LESSOR shall hold TENANT harmless from and indemnify TENANT against and from any damage, loss, expenses or liability resulting from the discovery by any person of

hazardous substance generated, stored, disposed of, or transported to or over Property, as long as such substance was not stored, disposed of, or transported to or over the Property by TENANT, its agents, contractors, employees, or invitees. TENANT will be responsible for any and all damages, losses, and expenses and will indemnify LESSOR against and from any discovery by any persons or such hazardous wastes generated, stored, or disposed of as a result of TENANT'S equipment and uses of the aforementioned Property.

29. This Agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same Agreement.

30. The parties acknowledge and agree that this Tower shall be of a flagpole design and that the available technology, load capacity, and design for such a design will not allow for the co-location of additional communications facilities beyond those of the TENANT. However, if the parties determine in the future that technology changes, load capacity or design would permit co-location on this Tower, the TENANT shall not allow another wireless or PCS provider to co-locate upon the Tower without the approval of the LESSOR and compensation to LESSOR from the co-locator for use of the LESSOR's ground space. However, if a wireless or PCS provider co-locates upon the tower pursuant to the preceding, nothing shall prohibit tenant from collecting a rental fee from same.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

CITY OF MARGATE, FLORIDA

Signed, sealed and delivered in the presence of:

ORDINANCE 99-14 6/16/99

Carol Di Lorenzo
Witness
Print Name: Carol Di Lorenzo

By: Arlene R. Schwartz
Print Name: ARLENE R SCHWARTZ
Title: MAYOR
Address: 5790 MARGATE BLVD
MARGATE FL 33063

Carleen Strachan
Witness
Print Name: Carleen Strachan

Carol Di Lorenzo
Witness
Print Name: Carol Di Lorenzo

By: Leonard B Golub
Print Name: LEONARD B GOLUB
Title: CITY MANAGER
Address: 5790 MARGATE BLVD
MARGATE FL 33063

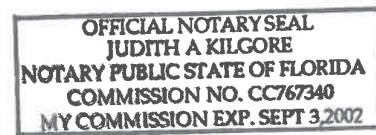
Carleen Strachan
Witness
Print Name: Carleen Strachan

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of June, 1999, by ARLENE R. SCHWARTZ, as MAYOR of MARGATE, a Florida Corporation, who are personally known to me or ~~who have produced~~ _____ as identification and who did (did not) take an oath.

My Commission Expires:

Judith A. Kilgore
NOTARY PUBLIC
Print Name: JUDITH A. KILGORE
(Seal)



TENANT

Signed, sealed and delivered
in the presence of:

JK
BELLSOUTH MOBILITY INC
By *Laren Whiddon*
Print Name: Laren Whiddon
Title: Vice- President
Address: 12477 Telecom Dr.
Tampa, FL 33637

Marc Zielinski
Witness
Print Name: MARC ZIELINSKI

Debbie Lewis
Witness
Print Name: Debbie Lewis

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30th day of April, 1999,
by LAREN WHIDDON, as Vice-President of BELLSOUTH MOBILITY INC, a Georgia
Corporation, who is personally known to me or who have produced _____
_____ as identification.

JK Fiege
NOTARY PUBLIC
Print Name: JK FIEGE
(Seal)

My Commission Expires:

 J K Fiege
My Commission CC759696
Expires July 16, 2002

BELL SOUTH MOBILITY CDZC CELL SITE

LEGAL DESCRIPTION OF LEASE PARCEL

A PORTION OF PARK PARCEL 1, OF "HOLIDAY SPRINGS EAST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 133, AT PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARK PARCEL 1; THENCE N.89°28'40"W., ALONG THE SOUTHERLY LINE OF SAID PARK PARCEL 1, FOR A DISTANCE OF 22.76 FEET; THENCE N.01°02'32"W. FOR A DISTANCE OF 46.00 FEET; THENCE S.89°28'40"E. FOR A DISTANCE OF 22.76 FEET; THENCE S.01°02'32"E., ALONG THE EASTERLY LINE OF SAID PARK PARCEL 1, FOR A DISTANCE OF 46.00 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LAND SITUATED, BEING AND LYING IN BROWARD COUNTY, FLORIDA AND CONTAINING 0.024 ACRES MORE OR LESS.

NOTE:

- 1.) See Boundary Survey under File No. B-1611, Dated 06-23-1999, by this FIRM, for a detailed Sketch of the Legal Description described heron.

THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY SUPERVISION.

Leiter, Perez & Associates, Inc.

BY:



DATE: 7-14-1999

GARLAND L. HARMAN, VICE PRESIDENT
REGISTERED PROFESSIONAL SURVEYOR & MAPPER NO. 3947
STATE OF FLORIDA

BELL SOUTH MOBILITY CDZC CELL SITE

LEGAL DESCRIPTION OF INGRESS & EGRESS EASEMENT

A PORTION OF PARK PARCEL 1 AND PARK PARCEL 2, OF "HOLIDAY SPRINGS EAST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 133, AT PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND A PORTION OF THAT CERTAIN FLORIDA POWER & LIGHT EASEMENT BEING ADJACENT TO SAID PARK PARCEL 1 AND PARK PARCEL 2 AS RECORDED IN OFFICIAL RECORD BOOK 4171, PAGE 808 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHEAST CORNER OF SAID PARK PARCEL 1; THENCE N.89°28'40"W., ALONG THE SOUTHERLY LINE OF SAID PARK PARCEL 1 FOR 22.76 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED INGRESS AND EGRESS EASEMENT, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST WITH THE CENTER POINT OF SAID CURVE BEARING N.89°28'40"W. FROM THIS LAST DESCRIBED POINT; THENCE RUN SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 31.75 FEET, A CENTRAL ANGLE OF 90°47'04" FOR 50.31 FEET TO A POINT OF TANGENCY; THENCE S.89°44'32"W. FOR 21.91 FEET; THENCE S.74°38'58"W. FOR 83.81 FEET; THENCE S.87°55'36"W. FOR 378.48 FEET; THENCE N.79°38'22"W. FOR 268.92 FEET; THENCE N.35°50'26"W. FOR 184.21 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 53°38'14" FOR 74.89 FEET TO A POINT OF TANGENCY; THENCE N.89°28'40"W. FOR 57.45 FEET TO A POINT OF THE WESTERLY LINE OF SAID PARK PARCEL 1, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF ROCK ISLAND ROAD; THENCE N.00°31'20"E., ALONG SAID EASTERLY LINE OF PARK PARCEL 1, FOR 52.00 FEET; THENCE S.89°28'40"E. FOR 54.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS 130.00 FEET AND A CENTRAL ANGLE OF 63°41'24" FOR 144.51 FEET TO A POINT OF TANGENCY; THENCE S.25°47'16"E. FOR 158.49 FEET; THENCE S.79°38'22"E. FOR A 259.45 FEET; THENCE N.87°55'36"E. FOR 373.97 FEET; THENCE N.74°38'58"E. FOR 84.13 FEET; THENCE N.89°44'32"E. FOR 24.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE RUN EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11.75 FEET AND A CENTRAL ANGLE OF 90°47'04" FOR 18.62 FEET TO A POINT OF TANGENCY; THENCE N.01°02'32"W. FOR 46.88 FEET; THENCE S.89°28'40"E. FOR 20.01 FEET; THENCE S.01°02'32"E. FOR 46.00 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LAND, SITUATED, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 0.706 ACRES MORE OR LESS.

NOTE:

- 1.) See Boundary Survey under File No. B-1611, Dated 06-23-1999, by this FIRM, for a detailed Sketch of the Legal Description described heron.

THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY SUPERVISION.

BY:  *Garland L. Harman*
Garland L. Harman, VICE PRESIDENT
REGISTERED PROFESSIONAL SURVEYOR & MAPPER NO. 3947
STATE OF FLORIDA

DATE: 7-14-1999

EXHIBIT "C"

NOT APPLICABLE TO FIREFIGHTERS PARK SITE