

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 9714

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA,
APPROVING LEASE AGREEMENT WITH OMNIPOINT
HOLDINGS, INC. TO LEASE PORTION OF PROPERTY
LOCATED AT 5650 N.W. 29TH STREET (CORAL GATE
PARK) FOR TRANSMISSION AND RECEPTION OF
TELECOMMUNICATIONS.

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

SECTION 1: That the City Commission of the City of
Margate, Florida hereby approves Lease Amendment with Omnipoint
Holdings, Inc. to lease portion of property located at 5650 N.W.
29th Street (Coral Gate Park) for transmission and reception of
telecommunications.

SECTION 2: That the Mayor and City Manager are hereby
authorized and directed to execute said agreement on behalf of
the City of Margate, a copy of which is attached and made a part
of this Resolution.

SECTION 3: That this Resolution shall become effective
immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 22ND day of JANUARY, 2003.

ATTEST:



CITY CLERK DEBRA THOMAS



MAYOR ARTHUR J. BROSS

RECORD OF VOTE

Donovan	<u>AYE</u>
Talerico	<u>AYE</u>
Schwartz	<u>AYE</u>
Varsallone	<u>AYE</u>
Bross	<u>AYE</u>

Cell Site Number: 6FB1223A Address: 5650 N.W. 29th Street (Coral Gate Park)

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by CITY OF MARGATE, a Florida Municipal Corporation, having a mailing address of 5790 Margate Blvd, Margate, Florida 33063 (hereinafter referred to as "Landlord") and OMNIPOINT HOLDINGS, INC., a Delaware corporation, d/b/a, having an office at 8100 SW 10th Street, Building 3, Suite 1000, Plantation, FL 33324 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 5650 NW 29th Street, Margate, in the County of Broward, State of Florida (the "Property"). The Property is further identified on the Legal Description of the Property attached hereto as **Exhibit 1**. Tenant desires to lease a portion of the Property in connection with its federally licensed communications business. Landlord desires to lease to Tenant a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord leases to Tenant a certain portion of the Property containing approximately 1500 square feet as described on attached **Exhibit 2** (collectively, "Premises").
2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair and replacement of its communications facilities and related equipment, cables, accessories and improvements, which may include a monopole support structure, associated antennas, equipment shelters or cabinets and fencing (collectively, "Communication Facility"); such use includes the right to test, survey and review title on the Property (collectively the "Tenant's Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 2** will not be deemed to limit Tenant's rights under this paragraph. 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. Tenant shall submit all required

applications and required fees for permits to the applicable City, County, State or Federal departments for review and approval. Landlord warrants that it has not caused, nor will cause or allow the condition, zoning status or status of the Property to be changed, altered or modified in any manner that would adversely affect Tenant's Permitted Use of the Premises.

3. TERM.

(a) The initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurs.

(b) This Agreement will automatically renew for five (5) additional five (5) year Term(s) (the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

(c) The Initial Term and the Extension Term are collectively referred to as the Term ("Term").

4. RENT. (a) Tenant shall pay Landlord an annual rental of \$29,172.15 plus applicable taxes to include but not limited to State of Florida sales tax. Payment shall be made in a lump sum amount 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 the first payment was due. Payment shall be sent out to:

City of Margate

Finance Director

5790 Margate Boulevard, Margate, FL 33063

(b) Beginning with year two (2) of the Initial Term, the annual Rent will increase by five percent (5%) over the previous year's Rent.

(c) Tenant shall also pay to the City of Margate the biennial inspection fee required by Section 3.23 of Appendix A of the Zoning Code of the City of Margate.

5. APPROVALS. (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and

construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's use under this Agreement and agrees to reasonably assist Tenant with such applications.

(b) Tenant has the right to obtain a title report or commitment at Tenants sole cost and expense for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice.

(c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports (collectively the "Tests") on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations or Governmental Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice to the other party, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant on sixty (60) days written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; and

(c) by Tenant on sixty (60) days written notice for any reason, so long as Tenant pays Landlord a termination fee equal to six (6) months Rent, at the then current rate provided, however, that no such termination fee will be payable on account of a termination of this Agreement by Tenant under any one or more of Paragraphs 6(b), 8, 18, 19 or 21 of this Agreement.

(d) by Landlord on twelve (12) months prior written notice if Landlord redevelops the Land for a new public use which is incompatible with the continuing presence of the Communication Facilities. Notwithstanding anything to the contrary in this Lease, Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the

Premises. In the event that Landlord and Tenant are not able to arrive at a mutually satisfactory location for relocation of Tenant's Communication's Facilities, Tenant shall be permitted to erect temporary communications facilities on the Property in a location satisfactory to both Tenant and Landlord. Tenant shall promptly remove the temporary facilities upon relocation of its Communication's Facilities to a new compatible location.

7. **INSURANCE.** Tenant will carry during the Term, at its own cost and expense, the following insurance:

A. Workmen's Compensation Insurance - as required by law.

B. Employer's Liability Insurance - \$1,000,000.

C. Comprehensive General Liability Insurance - This coverage must be written on

the comprehensive form of policy. The basis policy form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Single Limit.

Bodily Injury: \$1,000,000;

Property Damage: \$500,000 each occurrence.

D. Comprehensive Automobile Liability Insurance - This coverage must be written

on the comprehensive form of policy. The basic form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Single Limit.

\$1,000,000 each person;

\$1,000,000 each occurrence bodily injury;

\$500,000 each occurrence property damage;

The policy must provide coverage for any automobiles. Landlord shall be named as an additional insured on Tenant's policy. Tenant shall provide to Landlord a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

8. **INTERFERENCE.** (a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant with a list of all existing radio frequency user(s) and their frequencies on the Property in order to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency users on the Premises so disclosed by Landlord as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable

laws and regulations, including, specifically, the requirements of 47 C.F.R. §22.371 and 47 C.F.R. §73.1692. Tenant agrees to provide Landlord with advance notice of any change in the broadcast height of Tenant's antennas or any other modification of the Communication Facility which substantively affects the likelihood of Tenant interfering with any other tenants of the Land. In the event that Landlord installs new equipment on the Land where the Communications Facility is located subsequent to the installation of the Communications Facility, Landlord shall use its best efforts to avoid interference with Tenant's existing operations.

(b) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference to Tenant's operations does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that Tenant may have at law or in equity for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

9. **INDEMNIFICATION.** Tenant agrees to indemnify, defend and hold Landlord harmless from and pay on behalf of the City, against any injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

10. **WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases,

encroachments, development orders or any agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as many now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Tenant agrees to hold harmless and indemnify Landlord, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the Tenant thereon, unless the environmental conditions are caused by the Landlord.

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

12. **ACCESS.** At all times throughout the Term of this Agreement, with notice to Landlord and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour, seven (7) day pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises and Landlord hereby grants to Tenant as an appurtenance and benefit to the Premises an easement for such access. Upon Tenant's request, Landlord will execute a separate recordable easement agreement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord hereby agrees to grant additional access or easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant. Notice as described in this Section 3 shall mean at least 24 hour telephonic notice to the Landlord's Parks and Recreation Department, unless such notice is not feasible due to an emergency situation such as power outage.

13. **REMOVAL / RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements. Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

14. **MAINTENANCE / UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. Tenant will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement:

(i)

non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to Landlord under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure, or if Landlord is in breach of any warranty or covenant under this Agreement including the provisions of Paragraph 2 above. No such failure, or breach, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights under this Agreement and any other rights available to Tenant at law or in equity, including the right to cure

Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. **ASSIGNMENT / SUBLEASE.** Tenant will have the right to assign or sublet this Agreement, in whole or in part, without the Landlord's consent. Notwithstanding the foregoing, Tenant shall NOT be permitted to sublet any of the ground area of the Premises to any other party. Tenant may sublet space on its Communications Facility to third parties provided that such third parties enter into an acceptable agreement with Landlord for lease of appropriate ground area for such third party's equipment shelters, cabinets and related equipment.

17. **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth above (as to Tenant, Omnipoint Holdings, Inc., d/b/a T-Mobile , Attn.: PCS Lease Administrator, 3111 West Dr. Martin Luther King Drive, Suite 400, Tampa, Florida 33607, Re: Site No. #:6FB1223A, at. With a copy to: Omnipoint Holdings, Inc., d/b/a T-Mobile , Attn.: PCS Lease Administrator , Re: Site No. #:6FB1223A, at 12920 SE 38th Street, Bellevue, Washington 98006 Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

19. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis.

21. **BROKERS FEES.** Landlord acknowledges and represents that no broker or other person was used by it in connection with this transaction. If any claims, actions or proceedings are brought against either party ("Indemnitee") by reason of any broker, finder or other person claiming to have dealt with the other party ("Indemnitor") in connection with this transaction and/or the Premises, then the Indemnitor hereby agrees to indemnify, hold harmless and defend the Indemnitee from and against all liabilities arising from such claims, and all reasonable costs and expenses incurred in connection therewith (including, without limitation, reasonable legal fees and disbursements). The provisions of this Paragraph will survive the termination of this Agreement.

22. **WAIVER OF LANDLORD'S LIENS.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility will be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

23. **MISCELLANEOUS.**

(a) **Amendment / Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Short Form Lease / MOL.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form Lease. Either party may record this memorandum or short form lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property, and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and supersedes all prior offers, negotiations and agreements.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law. Venue for any action arising from this Agreement shall be the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.

(f) **Waiver of Jury Trial:** The parties to this agreement 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 contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(h) **Estoppel.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any; and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement

may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance; and (iii) no more than one month's Rent has been paid in advance.

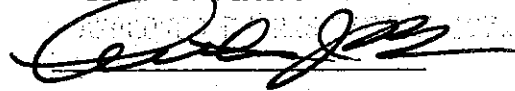
(i) **No Option.** The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Radon Gas.** In accordance with Florida Law, the following notice is hereby given to Tenant: "RADON GAS: RADON IS 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 YOUR COUNTY HEALTH DEPARTMENT."

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this 27 day of January, 2003.

APPROVED BY RESOLUTION #9714 - 1/22/03
CITY OF MARGATE



Mayor, Arthur Bross



City Manager, Leonard Golub

Resolution No. 9714

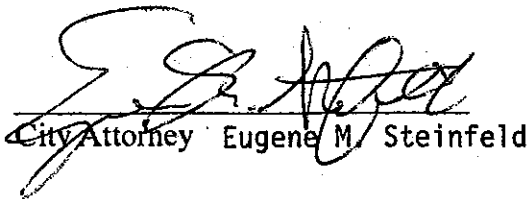
Date: January 22, 2003

ATTEST:



City Clerk Debra Thomas

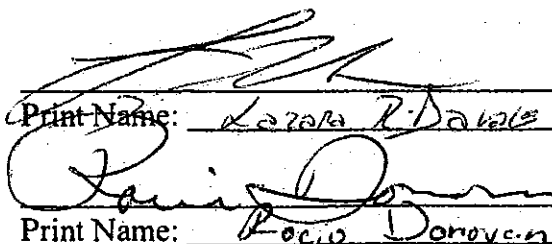
I HEREBY CERTIFY that I have approved this AGREEMENT as to form.



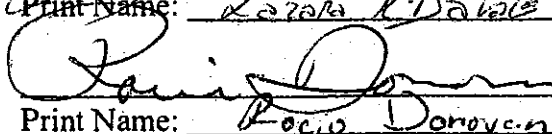
City Attorney Eugene M. Steinfeld

"TENANT"

OMNIPPOINT HOLDINGS, INC.,
a Delaware corporation



Print Name: Karen R. Davis



Print Name: Rocio Donoven

By: 

Patrick Monree
Director of Engineering and Operations

