

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 8479

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA,
APPROVING LEASE AGREEMENT BETWEEN OMNIPOINT
COMMUNICATIONS MB OPERATIONS, INC. FOR
USE OF PROPERTY TO INSTALL PERSONAL WIRELESS
SERVICE FACILITIES AT VINSON PARK; PROVIDING
THAT ALL MONIES RECEIVED PURSUANT TO THE
AGREEMENT BE DEPOSITED IN THE PARKS AND
RECREATION TRUST FUND.

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 Agreement with OmniPoint
Communications MB Operations, Inc. for use of property to install
personal wireless service facilities at Vinson Park.

SECTION 2: That all monies received, pursuant to the
agreement, shall be deposited in the Parks and Recreation Trust
Fund.

SECTION 3: That the Mayor and City Manager are hereby
authorized and directed to execute an agreement on behalf of the
City of Margate, a copy of which is attached as a part of this
Resolution.

SECTION 4: That this Resolution shall become effective
immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 17TH day of DECEMBER, 1997.

ATTEST:



CITY CLERK



MAYOR MITCH ANTON

RECORD OF VOTE

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

FB1101D

LEASE AGREEMENT BETWEEN THE CITY OF MARGATE
AND OMNIPOINT COMMUNICATIONS MB OPERATIONS, INC.
FOR USE OF PROPERTY TO INSTALL PERSONAL WIRELESS
SERVICE FACILITIES (VINSON PARK)

THIS LEASE AGREEMENT (the "Agreement"), made and entered into the 26th
day of December, 1997, by and between:

CITY OF MARGATE, FLORIDA
a municipal corporation
5790 Margate Blvd.
Margate, Florida 33065
(hereinafter referred to as "CITY")

AND

OMNIPOINT COMMUNICATIONS MB OPERATIONS, INC.
a Delaware corporation
3 Bethesda Metro Center
Suite 400
Bethesda, Maryland 20814
(hereinafter referred to as "TENANT")

WHEREAS, CITY adopted Section 3.23 of Appendix A of the Zoning Code for the City of Margate, Ordinance 1500-453 on July 2, 1997, to provide standards for the location and approval of telecommunications towers and antenna; and

WHEREAS, the regulations are intended to promote the health, safety and general welfare of the citizens by regulating the siting of telecommunication towers; and

WHEREAS, telecommunications towers are permitted in designated zoning districts in the City and certain areas available are on property owned by City; and

WHEREAS, CITY is the owner of certain real property located at 851 N.W. 66th Ave. in the City of Margate, Broward County, Florida; and

WHEREAS, said real property is legally described as commencing at the South ½ of the Northwest ¼ of the Northwest ¼ of Section 36, Township 48 South, Range 41 East, City of Margate, Broward County, Florida as more specifically described in Exhibit "A".

WHEREAS, TENANT desires to lease a portion of said real property to construct, maintain and operate a communications facility; and

WHEREAS, CITY staff recommends that TENANT lease a portion of said real property; and

WHEREAS, the City Commission concurs with the recommendation of staff and deems it in the best interests of the City of Margate to lease a portion of said property to TENANT; and

WHEREAS, the leasing of property to telecommunication providers for personal wireless communication services will generate revenue for CITY; and

WHEREAS, the personal wireless service facilities will provide a service to the residents of the CITY; and

WHEREAS, the City Commission declares that there is a public purpose that is served in the permitting of personal wireless communication facilities on city property; and

WHEREAS, CITY and TENANT have negotiated an understanding for the leasing of a portion of said real property; and

WHEREAS, CITY and TENANT desire to reduce their understanding to writing; now, therefore,

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, in hand paid by TENANT to CITY, as well as the mutual covenants hereinafter exchanged, the parties agree as follows:

Section 1. REAL PROPERTY TO BE LEASED

- 1.01 CITY shall lease to TENANT that certain parcel of unimproved real property of approximately 350 square feet, situated in Margate, Broward County, Florida, together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks. Said leased property is hereinafter referred to as the "Property". The Property is substantially as described herein in the Boundary Survey of Lease Parcel, attached hereto as Exhibit "B".

Section 2. DUTIES AND RESPONSIBILITIES OF TENANT

- 2.01 TENANT shall use the Property for the purpose of constructing, maintaining and operating a personal wireless communication facility and uses incidental thereto, 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 of one hundred twenty (120) feet in

height upon the property. TENANT upon the approval of CITY may modify its personal wireless communication facilities and said approval shall not be unreasonably withheld by CITY. 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.

- 2.02 TENANT shall place around the perimeter of the Property a security fence consisting of black chain-link construction, or similar but comparable construction, which meets the requirements of the Code of the City of MARGATE. Omnipoint Communications will add additional fencing consisting of chain link construction, to divide the ball field from the area north and south of the leased area. (see exhibit A-1)
- 2.03 TENANT shall be responsible for soil borings and similar tests which may be required as a condition of construction and for all expenses related to its improvements which may thereafter be constructed upon the Property. CITY grants TENANT the right to use adjoining and adjacent property owned by CITY as is reasonably required during construction and installation of TENANT's improvements. Said property shall be restored to its original condition at the expense of TENANT.
- 2.04 TENANT shall maintain the Property in a reasonable condition and meet all requirements imposed by ordinances of the City of Margate and Broward County, Florida.
- 2.05 TENANT shall furnish, to its unmanned equipment shelter, electric service for the operation of TENANT's personal wireless services equipment. TENANT shall be solely liable for electricity expenses relating to its installation and equipment. TENANT's electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter. If TENANT should install any emergency generators at this site, said generator shall comply with Broward County's Wellfield Protection Ordinance.
- 2.06 TENANT shall submit all required applications for permits to the applicable CITY and/or County departments for review and approval and required fees.
- 2.07 TENANT will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. TENANT shall

reimburse CITY, as additional rent, its proportionate share of any increase in real estate taxes levied against the Property in excess of the taxes due for the real estate taxes on the real property in which the Property is a part and payable and are not separately levied or assessed against TENANT's improvements by the taxing authorities.

- 2.08 TENANT, upon termination of this Agreement and within a reasonable period not to exceed sixty (60) calendar days, shall only if requested to do so in writing by the City, remove its personal property and fixtures and restore the property to its original above ground condition, reasonable wear and tear excepted. At CITY's option, when this Agreement is terminated and upon CITY's advance written notice to TENANT, TENANT will leave the foundation and security fence and tower, to become property of CITY. If such time for removal causes TENANT to remain on the property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly pro rata basis, if based upon a longer payment term, until such time as the removal of personal property and fixtures are completed.

Section 3. DUTIES AND RESPONSIBILITIES OF CITY

- 3.01 CITY shall grant TENANT the right to survey said property in order to meet requirements to submit the applications for permits. The survey and the legal description on the survey shall become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of any discrepancies between it and Exhibit "B".

Section 4. ACKNOWLEDGMENT

- 4.01 CITY and TENANT acknowledge that TENANT's ability to use the Property is contingent upon TENANT obtaining, after the execution of this Agreement, all the certificates, permits and other approvals that are required by any federal, state and/or local authorities. In the event that any certificate, permit or approval issued to TENANT is canceled, expires, lapses or is otherwise withdrawn or terminated by a governmental authority, so that TENANT is unable to use said real property for its intended purpose, TENANT shall have the right to terminate this Agreement pursuant to Section 7.01.
- 4.02 Prior to the submittal of the application for the required building permit, TENANT shall have the right to perform or caused to be performed and shall have completed an assessment of the

Property and the adjacent areas in order to determine whether such are contaminated by hazardous substances or pollutants. If the assessment reveals the presence of hazardous substances or pollutants beyond acceptable levels under applicable environmental laws, TENANT shall have the right to terminate this Agreement pursuant to Section 7.01.

- 4.03 CITY covenants that CITY has full authority to enter into and execute this Agreement.
- 4.04 TENANT shall commence construction and installation of the personal communication service facilities no later than six (6) months from the approval of this Agreement by the City Commission. The commencement date for construction shall be coordinated with CITY. Shall TENANT not commence construction and installation within the designated time frame, CITY may terminate Agreement by providing a ninety (90) calendar days written notice to TENANT. Alternatively, the City Purchasing Administrator, upon a written request from TENANT, may authorize a reasonable extension for the commencement of construction; however, if an extension is granted, it will not affect the terms related to consideration in section 6 of this Lease Agreement.

Section 5. TERM OF AGREEMENT

- 5.01 This Agreement is effective upon the approval of the City Commission for an initial term of seven years (7) (through January 31, 2005).
- 5.02 TENANT and CITY shall have the option to extend this Agreement for four (4) additional four (4) year terms. Such extensions shall automatically occur unless TENANT gives written notice to the other party of its intention not to extend this Agreement at least six (6) months prior to the end of the current term.
- 5.03 If, at the end of the fourth (4th) four (4) year term, this Agreement has not been terminated by TENANT giving to the other party written notice of its intention to terminate at least six (6) months prior to the end of the term, this Agreement shall remain in full force and effect upon the same covenants, terms and conditions. The Agreement shall be for annual terms thereafter unless terminated by either party by giving the other party written notice of its intention to terminate at least six (6) months prior to the end of

the term. The rental fee payment for any additional term shall be negotiated between the parties should such an additional term occur.

Section 6. CONSIDERATION

- 6.01 CITY shall be paid an annual rental fee payment of twenty thousand and 00/100 dollars (\$20,000) per year, which shall be adjusted annually pursuant to section 6.03. Payment shall be made in a lump sum each year, with the first payment due no later than February 1, 1998 or within twenty (20) calendar days of the issuance of the certificate of occupancy, whichever date occurs first.
- 6.02 The anniversary, for the purpose of this Agreement, is February 1st of each calendar year. Said payment shall be submitted to the CITY no later than twenty (20) calendar days after the anniversary date and sent to City of Margate, 5790 Margate Blvd., Margate, Florida Attn: Director of Finance.
- 6.03 The rental fee shall be adjusted upward each year from the previous year's fee by five percent (5%).

Section 7. TERMINATION

- 7.01 Pursuant to Sections 4.01 and 4.02 of this Agreement, TENANT may terminate this Agreement by providing a ten (10) calendar day written notice prior to the effective termination date. This Agreement also may be terminated by TENANT by providing a ten (10) calendar day written notice to CITY if TENANT determines the site is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference. In such event of termination by TENANT, the provisions of Section 7.05 shall apply.
- 7.02 Prior to the end of each term, TENANT may terminate this Agreement by providing written notice to the other party, pursuant to Section 17, at least six (6) months prior to the end of the current term. At the end of the full term and any options, if the Agreement is extended for annual terms pursuant to Section 5.03, either party may terminate this Agreement by giving the other party written notice at least six (6) months prior to the end of the current term.
- 7.03 CITY may terminate this Agreement upon an event of default by providing a ninety (90) calendar day written notice to TENANT;

however, TENANT shall be given the opportunity to correct any default within sixty (60) calendar days of receipt of written notice. This Agreement shall not be terminated if such default is of a nature that it cannot be cured in sixty (60) calendar days and TENANT is diligently proceeding to cure such defect.

- 7.04 In the event of termination of this Agreement by TENANT, all rental fees paid prior to said termination date shall be retained by the CITY. In the event this Agreement is terminated by CITY during the initial term, the rental fees shall be prorated as of the termination date and the balance of such rental fees shall be returned to TENANT.

Section 8. INDEMNIFICATION

- 8.01 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 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.
- 8.02 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.
- 8.03 To the extent permitted by law, CITY agrees to hold TENANT, its officers, agents and employees, harmless and indemnify for liability arising out of the use or occupancy of the Property by CITY pursuant to this Agreement. Pursuant to its liability, CITY shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, attorney fees, paralegal fees and costs to defend all suits.
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Section 9. INSURANCE

9.01 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 for all acts, activities and omissions in any way arising out of the planning or operation of the telecommunication facility.

(1) 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 Employers' 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.

(2) 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 section 25 of the Agreement.
- (f) Owner's or Contractor's Protective Liability.

(3) Automobile Liability amounts reasonably necessary.

9.02 **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 canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

- 9.03 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.
- 9.04 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.
- 9.05 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 OWNER.
- 9.06 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.
- 9.07 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.
- 9.08 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.

- 9.09 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.
- 9.10 Violation of the terms of Section 9 and its sub-parts shall constitute a breach of the Agreement and CITY, at its sole discretion, may terminate the Agreement pursuant to Section 7 of this Agreement.

Section 10. ASSIGNMENT

- 10.01 This Agreement may not be sold, subleased, assigned or transferred without prior written consent of CITY; such consent shall not be unreasonably withheld. This provision will not preclude TENANT from allowing other personal wireless service providers to co-locate on the facility, so long as this Agreement is in effect. Notwithstanding the above, TENANT may assign this Agreement to its parent company, any subsidiary or affiliate, or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets; however, TENANT shall provide notice to CITY within ten (10) calendar days of assignment.
- 10.02 In addition, notwithstanding anything to the contrary contained in this Lease Agreement, TENANT, with approval of the City, may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease Agreement to any financing entity, or agent on behalf of any financing entity to whom TENANT (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. The approval of the City shall not be unreasonably withheld.
- 10.03 Tenant may not sublease under this Agreement without prior approval from the City of Margate. It is understood that Tenant shall be responsible for additional consideration to the City of Margate for any subleases under this Agreement. The amount of consideration shall be agreed upon by both parties prior to any sublease.

Section 11. COMPLIANCE WITH LAWS

- 11.01 TENANT shall comply with all statutes, laws, ordinances, rules,

regulations and lawful orders of the United States of America, State of Florida, City of MARGATE and of any other public authority which may be applicable, including but not limited to Sections 2501010 through 2501015 of the Land Development Code of the Code of Ordinances of the City of MARGATE and Section 704 of the Telecommunications Act of 1996.

Section 12. GOVERNING LAW; VENUE

- 12.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.
- 12.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 12.03 City and Contractor 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 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.

Section 13. INSOLVENCY

- 13.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 14. ENTIRE AGREEMENT

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

Section 15. SEVERABILITY

- 15.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 16. ABANDONMENT OF PROPERTY

- 16.01 If the TENANT, its successors or assigns, abandons the operation of the personal communications services facility before the end of the term of this Lease Agreement, then the CITY, at its sole option, may cancel and terminate this Lease Agreement or it may enter the Leased Area and improvements thereon by force or otherwise, without being liable in any way therefor, and relet the premises, at such price and upon such terms and for such duration of time as the CITY may determine.
- 16.02 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.

Section 17. NOTICES

- 17.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

CITY: City Manager
City of Margate
5790 Margate Blvd.
Margate, Florida 33063

with a copy to:
Purchasing Administrator
City of Margate
5790 Margate Blvd.
Margate, Florida 33063

TENANT: Omnipoint Communications MB Operations, Inc.
600 Ansin Blvd.
Hallandale, FL 33009

Section 18. OTHER PROVISIONS

- 18.01 CITY covenants that TENANT, on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the Property.
- 18.02 **Attorneys' Fees.** If any party obtains a judgment against any other party by reason of breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including paralegal costs, at both the trial and appellate levels.
- 18.03 Title to TENANT's facilities shall be held by TENANT. All of TENANT's facilities shall remain TENANT's personal property and are not fixtures. TENANT has the right to remove the same at any time without CITY's consent.
- 18.04 TENANT shall pay any and all taxes and other costs lawfully assessed against its business, the Improvements, and/or the operations under this Lease Agreement, including but not limited to any applicable sales tax on the rent. CITY shall be responsible for remitting such tax to the appropriate government entities.
- 18.05 **Interference.** TENANT shall not use the Property in any way that interferes with the use of the Property by CITY; provided however, that CITY hereby acknowledges that TENANT's use of the TENANT's permitted use of the Property shall not constitute an impermissible interference by TENANT. TENANT will resolve technical interference problems with other equipment located at the Property on the commencement of this Agreement or any equipment that becomes attached to the structure at any future date. TENANT and CITY acknowledge that pursuant to this Agreement, it is anticipated that there will be no co-location of equipment from other telecommunication providers.
- 18.06 **Environmental Laws.** TENANT represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable environmental laws (any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources). TENANT agrees to defend, indemnify and hold CITY harmless from and against all claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that CITY may suffer due to the existence or discovery of any hazardous substance on the Property or the

mitigation of any hazardous substance (any toxic or hazardous was or substance including, without limitation, asbestos and petroleum products, that is regulated by environmental laws) to other properties or released into the environment, that are caused by or result from TENANT's activities on the Property. The indemnification in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this section shall survive the expiration or termination of this Lease Agreement.

Section 19. PUBLIC RECORDS

19.01 CITY and TENANT agree that a copy of this Agreement shall be recorded in the Public Records of Broward County, Florida, upon execution of this Agreement. The cost for recordation shall be paid by the TENANT.

Section 20. REMOVAL OF EXISTING POLE AND RESETTING SPORTS FIELD LIGHTS ON NEW TOWER

20.01 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 "D".

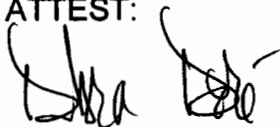
20.02 CITY will endeavor to provide TENANT with all available technical information regarding the mounting characteristics and electrical requirements of the CITY's sports field lighting to be remounted on TENANT's Monopole structure.

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

APPROVED BY RESOLUTION NO. 8479 - 12/17/97

CITY OF MARGATE, FLORIDA

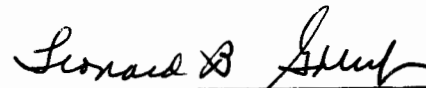
ATTEST:



Debra J. Dore
City Clerk

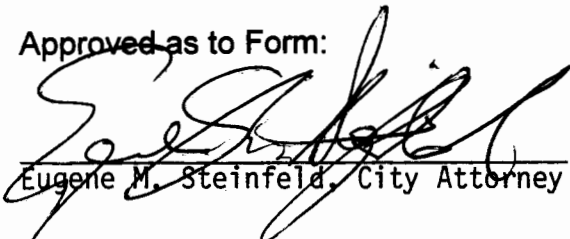


Mitch Anton, Mayor



Leonard B. Golub, City Manager

Approved as to Form:



Eugene M. Steinfeld, City Attorney

City Attorney

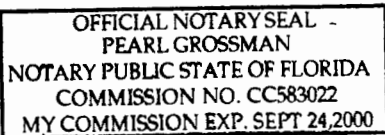
State of Florida
County of Broward

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the 26th day of December, 1997, by, City Clerk and Mayor, respectively.

Pearl Grossman
Notary Public, State of Florida

NOTARY PUBLIC
SEAL OF OFFICE

PEARL GROSSMAN
Printed, typed or stamped name of Notary Public
exactly as commissioned



Individuals who signed are personally known: no identification produced

TENANT

OMNIPOINT COMMUNICATIONS MB
OPERATIONS, INC.

a Delaware corporation

WITNESS:

BY:

Witness

Print Name: L.M. GILLES

Print Name:

Title:

Witness

Print Name: Eric Thompson

STATE of Florida
COUNTY of Broward

The foregoing instrument was acknowledged before me this 10 day of December, 1997, by ~~OMAS MIKASINAS~~ General Manager of Omnipoint Communications MB Operations, Inc, a Delaware corporation. He she is personally known to me or provided _____ as identification and he she did/did not take an oath.

(AFFIX NOTARIAL SEAL)

Yvonne E. Biondo
(Official Notary Signature)

My Commission expires: Notary Public, State of FLORIDA

YVONNE E. BIONDO
Printed, typed or Stamped Name of Notary

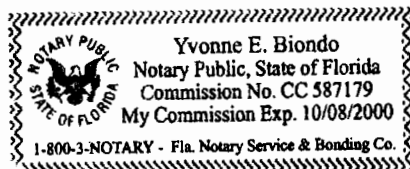


EXHIBIT "A"

The South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 48 South, Range 41 East, Broward County, Florida, LESS all rights of way of record, including, but not limited to, the West 50 feet of said property for canal right of way purposes.

EXHIBIT "D"

FLORIDA ELECTRIC SERVICE CO., INC.

1491 S.W. 21st AVENUE • FORT LAUDERDALE, FL 33311 • BUSINESS PHONE 587-8760

- COMMERCIAL
- INDUSTRIAL
- PARKING LOT LIGHTING

December 16, 1997

Mr. Jeff Skidmore
City of Margate Parks
& Recreation Department
5790 Margate Blvd
Margate Florida 33063

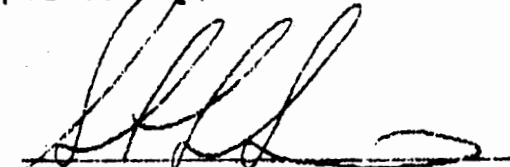
Re: Removal and transportation of 75' concrete pole from Vinson Park to Public Works storage yard and reinstallation of fixtures on new antenna structure.

We propose to remove pole B4 at Vinson park in preparation for the installation of a new communications tower. The work will consist of removing the concrete pole, removing the lighting assembly for storage and reinstallation on the new structure. Loading and transporting the pole to the City storage yard at public works compound. FES will return at a later date and reinstall the light fixtures on the new antenna structure and reconnect to the under ground wiring system. All remounting and connections are based on the communications company properly preparing the new tower to accept the existing lighting assembly. In the event that this is not accomplished additional charges may be incurred.

The cost for the above work is \$7,800.00.

If you have any questions please contact my office.

Sincerely,


Steven L. Siems, Director

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 12/10/97	
PRODUCER THE WEINER COMPANY, INC. ONE MCKINLEY SQUARE BOSTON, MA 02109		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		COMPANIES AFFORDING COVERAGE			
		COMPANY A FEDERAL INSURANCE COMPANY (CHUBB)			
		COMPANY B			
		COMPANY C			
		COMPANY D			
INSURED OMNIPONT COMMUNICATIONS MB OPERATIONS, INC. 603 ANSIN BOULEVARD HALLANDALE, FL 33009					
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONTRACTOR'S PROT CONTRACTUAL LIABILITY AS PER POLICY FORM	35312768	1/1/97	1/1/98	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ INCLUDED MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73198110	1/1/97	1/1/98	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	71636047	1/1/97	1/1/98	<input checked="" type="checkbox"/> NO STATE TORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS SITE LOCATION: FB1101-D 851 N.W. 66TH AVENUE, MARGATE FLORIDA 33063 CITY OF MARGATE IS ADDED AS AN ADDITIONAL INSURED WITH RESPECT TO PREMISES LEASED TO THE NAMED INSURED FOR A BASE STATION/ANTENNA SITE.					
CITY OF MARGATE 5790 MARGATE BOULEVARD MARGATE, FLORIDA 33063 ATTN: MS. PAT GREENSTEIN			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE THE WEINER COMPANY, INC. AUTHORIZED REPRESENTATIVE BY: <i>Richard J. Weiner</i>		

NOTICE OF COMMENCEMENT**A RECORDED COPY MUST BE POSTED ON THE JOB SITE AT TIME OF FIRST INSPECTION**

PERMIT NO. _____ TAX FOLIO NO. _____

STATE OF FLORIDA

COUNTY OF DADE

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Legal description of property and street address: _____

2. Description of improvement: _____

3. Owner(s) name and address: _____

Interest in property: _____

Name and address of fee simple titleholder: _____

4. Contractor's name and address: _____

5. Surety: (Payment bond required by owner from contractor, if any)

Name and address: _____

Amount of bond: \$ _____

6. Lender's name and address: _____

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes.

Name and address: _____

8. In addition to himself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.

Name and address: _____

9. Expiration date of this Notice of Commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

Signature of Owner

Print Owner's Name _____

Sworn to and subscribed before me this _____ day of __, 19____

Notary Public _____

Print Notary's Name _____

My Commission Expires: _____

Prepared by: _____

Address: _____

Site Name: VINSON PARK

Site ID: FB1101-D

Authorization for Site Inspection

This authorization for site inspection ("Authorization") is made by and between City of Margate ("Owner") and Omnipoint Communications MB Operations, Inc., a Delaware corporation ("OCMBOI"). OCMBOI is leasing from Owner certain real property for the operation of certain communications facilities. Said property of Owner is located in the State of Florida, in the County of Broward and has a mailing address of 851 N.W. 66th Avenue, Margate, Florida 33063 (the "Site"). The Site is further described in Exhibits A and A-1 attached hereto. Owner represents that it is authorized to grant OCMBOI the right to enter upon the Site and conduct the activity described herein.

Owner hereby grants OCMBOI, its agents, engineers, contractors, assigns or other representatives the right to enter upon the Site and conduct certain due diligence in preparation for the construction, operation and maintenance of its PCS equipment at the Site, provided that OCMBOI performs its obligations in accordance with the terms and conditions contained herein. **This Authorization does not constitute a mutually acceptable lease agreement and does not govern the parties hereto with regards to OCMBOI's occupancy of the Site.** The terms and conditions governing OCMBOI's leasing and occupancy of the Site is as provided in the PCS Site Agreement between the parties. Unless extended by both parties in writing, this Authorization shall terminate on 1/31/2005, ~~x02~~ ("Termination Date"). Accordingly, by their respective signatures set forth below, Owner and OCMBOI hereby acknowledge and agree to the terms and conditions as follows:

Up and until the Termination Date of this Authorization, OCMBOI, its agents, engineers, contractors and other representatives shall have the right to enter upon the Site to inspect, examine, sample, survey, and conduct engineering, environmental and geological tests and other applicable studies of the Site and/or any improvements thereon. OCMBOI will apply for and obtain any and all licenses or permits required for its use of the Site for the transmission, reception and relay of radio communication signals, as well as the construction, maintenance and operation of its antennas, equipment, facilities and improvements related thereto.

OCMBOI hereby agrees to indemnify, defend and hold Owner harmless from and against any injury (including death or personal injury), loss, damage or other liability (or any claims in respect of the foregoing), arising from or on account of any and all activity by OCMBOI, its agents, engineers, contractors or other representatives upon the Site under this Authorization.

EXECUTED as of the last date hereinafter written below, intending to be legally bound.

APPROVED BY RESOLUTION NO. 8479 - 12/17/97

CITY OF MARGATE

By: [Signature]
Name: Mitch Anton
Its: Mayor
By: [Signature]
Name: Debra J. Dore
Its: City Clerk
Date: December 26, 1997

By: [Signature]
Name: Leonard B. Golub
Its: City Manager

OMNIPPOINT COMMUNICATIONS MB OPERATIONS, INC.

By: [Signature]
Name: Tomas Mikaelsson
Its: General Manager
Date: _____

Site Name: VINSON PARK

Site I. D. FB1101-D

Re: Lease Agreement between Omnipoint Communications MB Operations, Inc. ("OCMBOI") and City of Margate ("Owner") concerning property located at 851 N.W. 66th Avenue, Margate, Florida 33063 ("Site") (ID#FB1101-D)

To whom it may concern:

By means of this letter, the Owner, by and through its authorized signatory below, hereby authorizes OCMBOI and/or its agents to apply for all necessary permits to obtain site plan approval and to construct, maintain and operate, at its expense, a personal communications service system facility or other electronic signal transmission device or technology at the Site, including but not limited to, a communication tower, an unmanned equipment building and/or other improvements at this Site.

Yours very truly,

APPROVED BY RESOLUTION NO. 8479 - 12/17/97
CITY OF MARGATE

By: [Signature]

Name: Mitch Anton

Its: Mayor

By: [Signature]

Name: Debra J. Dore

Its: City Clerk

Address: Margate City Hall

5790 Margate Boulevard

Margate, Florida 33063

S.S./Tax ID No.: _____

Date: December 26, 1997

By: [Signature]

Name: Leonard B. Golub

Its: City Manager

Site Name: VINSON PARK

Site ID: FB1101-D

Limited Delegation of Agency

This limited delegation of agency ("Delegation") is made this 26th day of December, 1997 by City of Margate ("Owner"). This Delegation shall serve as authorization for Omnipoint Communications MB Operations, Inc. ("OCMBOI") and/or its authorized representatives to act as agent of Owner for the purpose of preparing and submitting all documentation, attending all meetings and taking any and all necessary actions pertaining to Owner's property, as described in Exhibit "A" attached hereto, as it relates to any Concurrency, Zoning, Board of Adjustment, Development Review Committee, Final Site Plan, Final Subdivision Plan and/or other approval from any governmental entity (collectively, "approval"). Owner hereby authorizes OCMBOI and/or its authorized representatives to take the necessary measures to comply with any terms and conditions which may arise in connection with OCMBOI's efforts in obtaining an approval.

Owner certifies that, to the best of its knowledge and belief, the above statements and the statements or showings made in any paper or plans submitted herewith are true. Furthermore, Owner understands that this Delegation, any application for approval, any and all attachments and/or fees therewith may become part of the official records of the Planning, Zoning, and Building Department of Broward County, and the same may be nonrefundable. Owner understands that any knowingly false representation given by it to OCMBOI may result in the denial of an application for approval. Owner further acknowledges and agrees to reasonably cooperate with OCMBOI's efforts and provide any additional information that may be required by Broward County in order to process an application submitted by OCMBOI for Approval, to the extent that such cooperation does not cause Owner additional financial liability or administrative expense.

Very Truly Yours,

CITY OF MARGATE - APPROVED BY RESOLUTION NO. 8479 - 12/17/97

By: [Signature]
Name: Mitch Anton
Its: Mayor
Date: December 26, 1997

By: [Signature]
Name: Debra J. Dore
Its: City Clerk
Date: 12-26-97

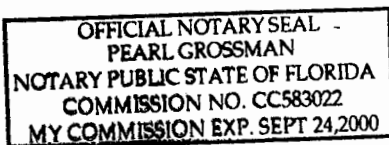
By: [Signature]
Name: Leonard B. Golub
Its: City Manager
Date: December 26, 1997

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26th day of December, 1997, by Mitch Anton as Mayor of Margate, a municipal corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and who did/did not take an oath.

[Signature]
(Signature of Notary Public)

PEARL GROSSMAN
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. CC583022
My commission expires: 9/24/2000



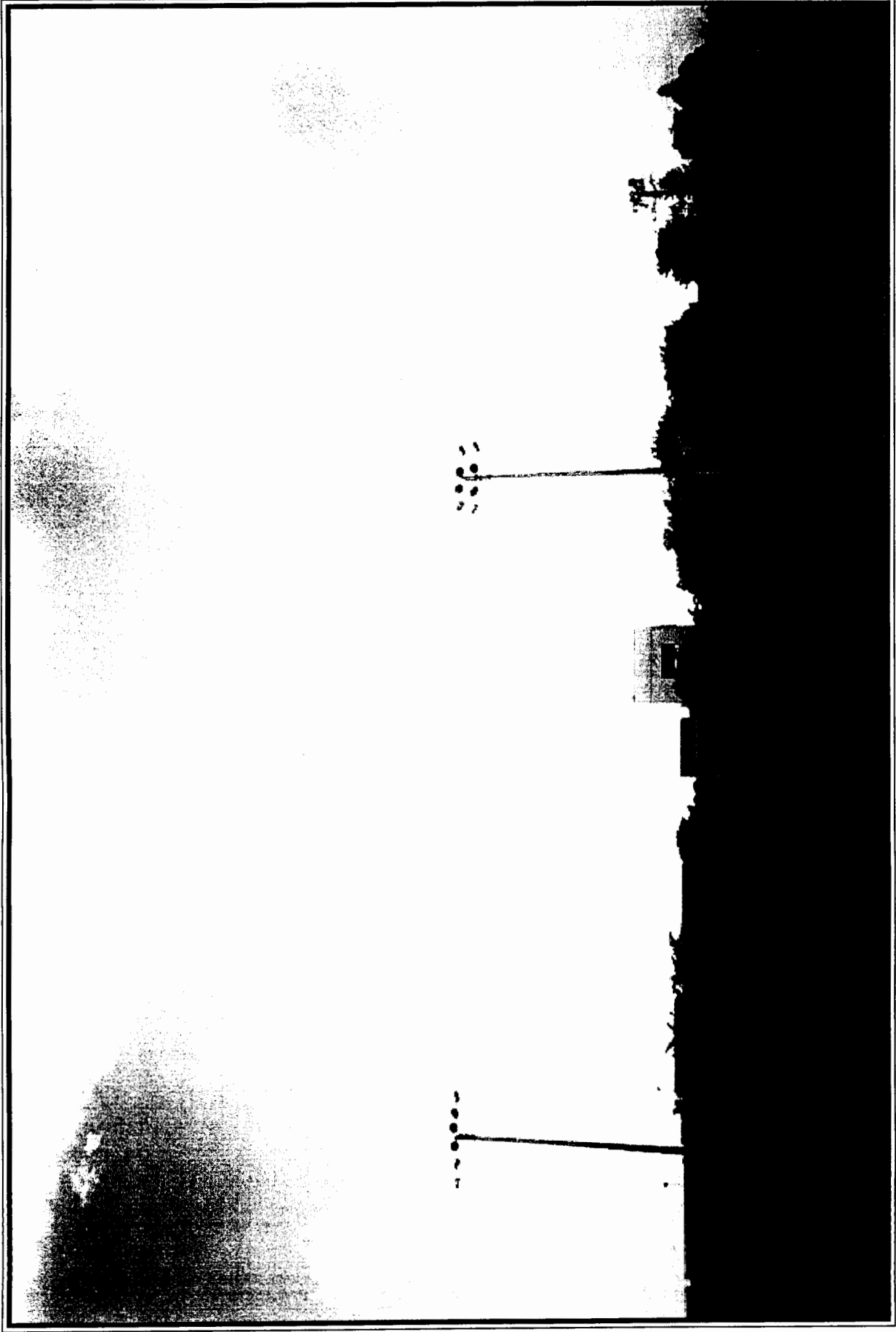


6FB1101D VINSON PARK VIEW 3

PACIFIC
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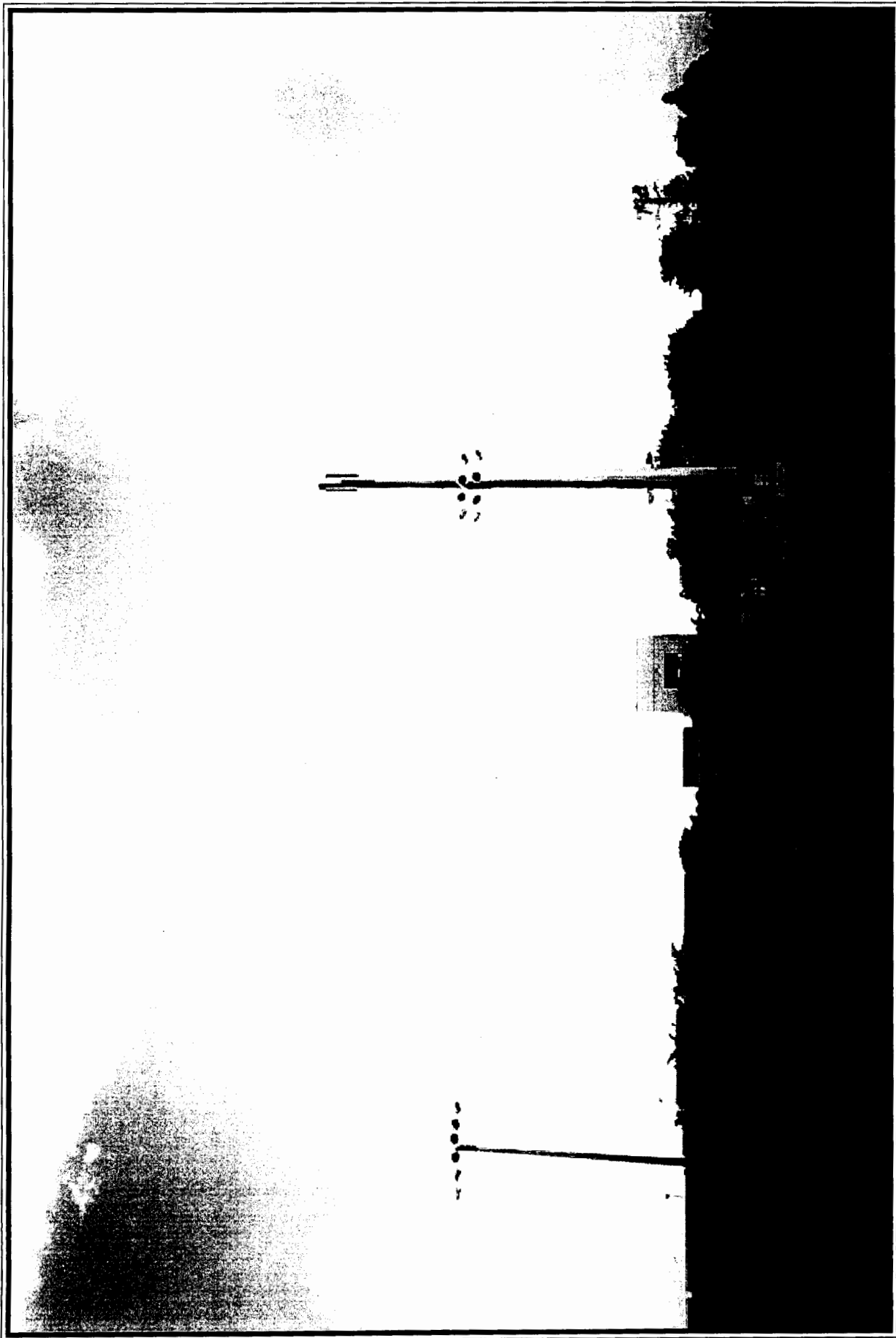


6FB1101D VINSON PARK VIEW 3 WITH PROPOSED STEALTH MONOPOLE

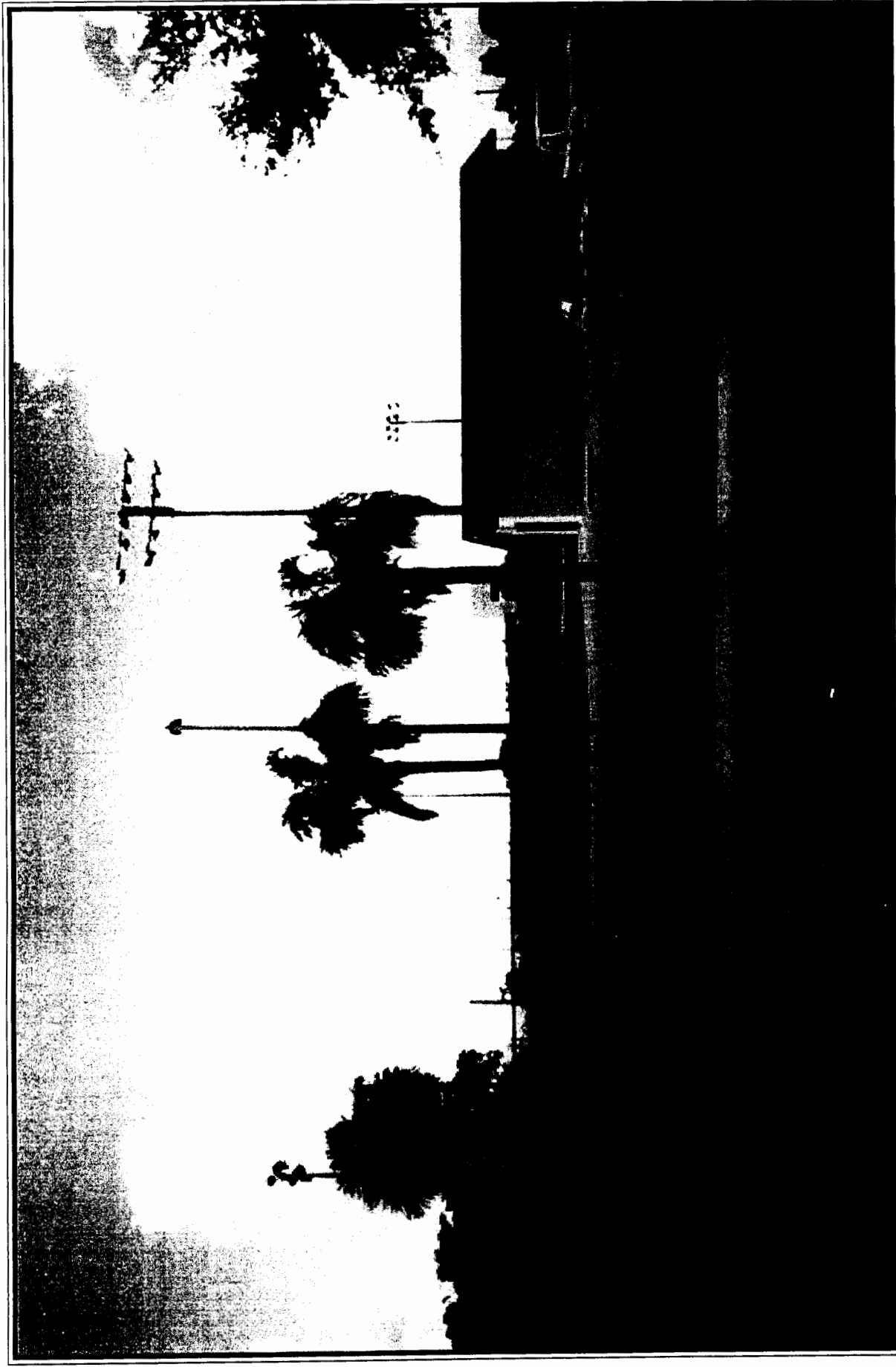


6FB1101D VINSON PARK VIEW 2

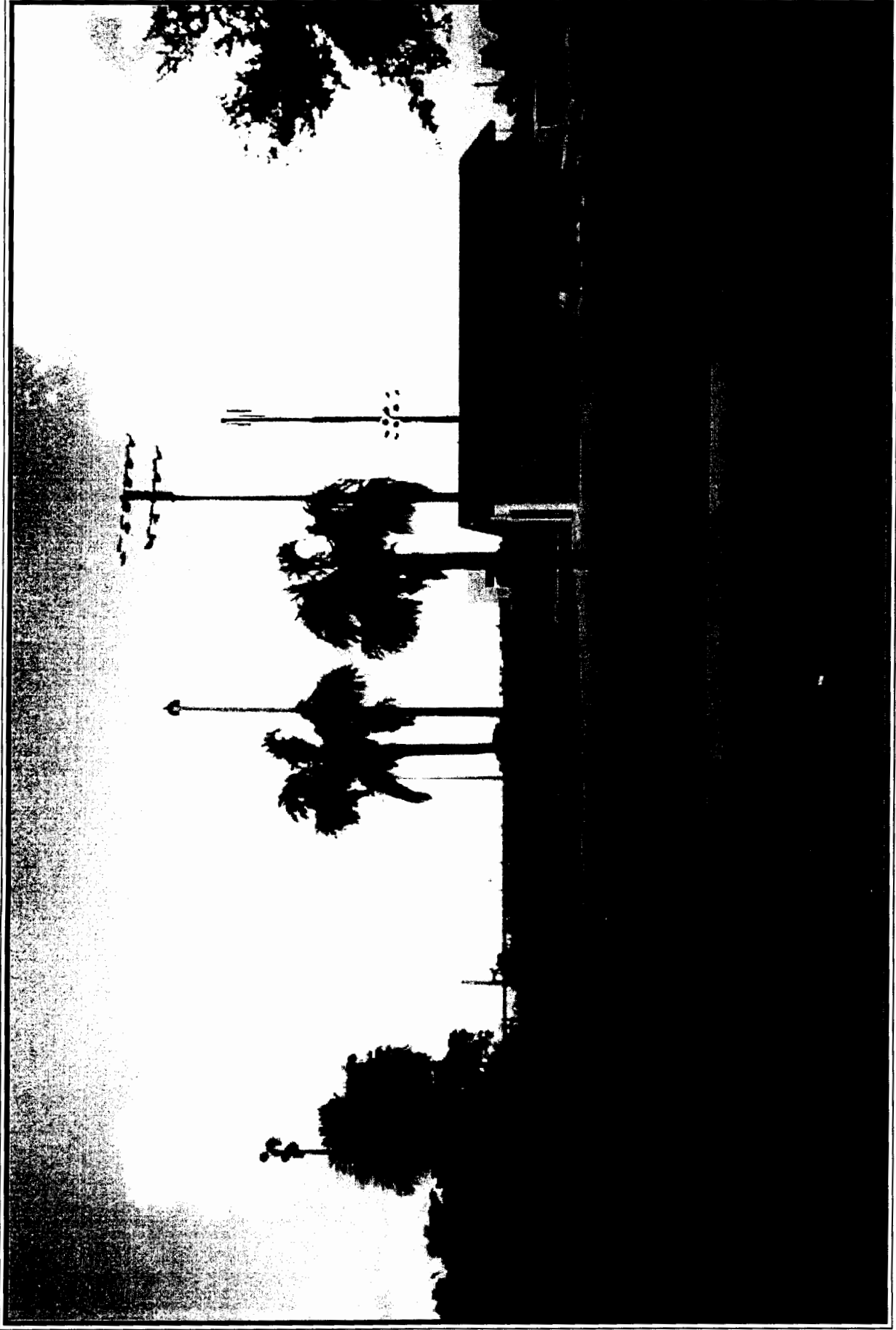
PACIFIC
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6FB1101D VINSON PARK VIEW 2 WITH PROPOSED STEALTH MONOPOLE



6FB1101D VINSON PARK VIEW 1



6FB1101D VINSON PARK VIEW 1 WITH PROPOSED STEALTH MONOPOLE