



Date: December 7, 2020  
To: MARGATE FL, CITY OF  
Regarding: MARGATE FL, CITY OF / /  
BUN: 811949 / / CDZ BRA074 / Order/Application # 526317

Dear Sir or Madam:

Please find enclosed for your review and execution by an authorized signatory of MARGATE FL, CITY OF, the collocation agreement or amendment for the above-referenced wireless communication facility with respect to the above-referenced Order/Application Number (the "Enclosed Agreement"). Any other documentation (if any) enclosed within the DocuSign Envelope ("Other Documentation") is being provided for convenience and/or administrative purposes only and is not part of the Enclosed Agreement, unless and to the extent that such Other Documentation is specifically incorporated into the Enclosed Agreement by its terms. If you have any questions regarding the details of the Enclosed Agreement, please contact Adriana Goglio at 704-405-6530.

Crown Castle now accepts digital signature. Please follow the prompts within the Enclosed Agreement for providing your digital signature and approval. Unless otherwise indicated, any Other Documentation (if applicable) will have no digital signature functionality within the DocuSign envelope. We will execute documents that require notarizations with digital signatures or ink signatures as required for notary purposes.

If you choose not to execute electronically, you may instead print out two (2) complete copies of the Enclosed Agreement, sign both in ink and mail them to Crown Castle at the address below. Please include the name, e-mail address, telephone number, and physical street address of the individual to whom one (1) complete fully-executed version of the Enclosed Agreement should be returned. (Note: FedEx and UPS cannot deliver to a Post Office Box.)

Crown Castle Address for mailing signed hard copies:

Crown Castle  
Attn: Contract Development Document Execution  
2000 Corporate Drive  
Canonsburg, PA 15317

Questions may be directed to [ContractServices@CrownCastle.com](mailto:ContractServices@CrownCastle.com) or by phone at 1-833-809-8011.

Thank you,

Contract Specialist  
Crown Castle



**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** CDZ BRA074  
**JDE Business Unit:** 811949  
**License Identifier:** 738848  
**Type of Site:** Crown Site

## **TOWER SITE LICENSE AGREEMENT**

(LICENSE FOR USE OF TOWER SPACE ONLY)

THIS TOWER SITE LICENSE AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the "Effective Date"), between Crown Castle South LLC, a Delaware limited liability company (Crown Castle South Inc., a Delaware corporation, was converted pursuant to Delaware law to Crown Castle South LLC, effective December 31, 2001), with a place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 ("Licensor"), and CITY OF MARGATE, a Florida corporation, with its principal place of business at 5790 Margate Blvd, Margate, Florida 33063 ("Licensee").

The parties hereto agree as follows:

### **1. DEFINITIONS**

Unless otherwise noted, as used in this Agreement references to Section numbers are to sections in main text of this Agreement, references to Exhibits are to those documents attached to this Agreement, use of "including" and "includes" means a non-exhaustive list of examples, and use of "or" means "and/or".

The following terms as used in this Agreement are defined as follows:

**"Acquiring Party"** means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

**"Adjusted Fee"** means the adjusted fee, as applicable, calculated as set forth in Section 5.2 below.

**"Adjustment Date"** means the date on which the fees set forth herein shall be adjusted as set forth in Section 5.2 below.

**"AM Detuning Study"** means a study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.

**"AM Detuning Study Fee"** means the fee payable by Licensee to Licensor to defray Licensor's costs incurred in preparing or obtaining an AM Detuning Study. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject AM Detuning Study.

**"Base Fee"** means the then-current fee, as applicable.

**TT: E 1532037**

**Prepared by: B. Coleman**

**Prepared on: 8/5/2020**

**Revised on: 12/07/2020**

**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT**

**App Rev #: 1**  
**LRF Rev #: 3**  
**MLA #: 1569267**



**Customer Site Name:** N/A  
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**Customer Type:** Government

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**JDE Business Unit:** 811949  
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**“Closeout Documentation”** means the as-built drawings and other installation documentation required by Licensor with respect to the subject installation of or Modification to Equipment.

**“Code”** means TIA-222-X, where the “X” refers to whatever revision of TIA-222 is currently adopted by the jurisdiction in which the Site is located.

**“Conveyance”** includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff’s or trustee’s sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor’s interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

**“Crown Castle”** means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.5 below.

**“Current Term Expiration Date”** means, at any point in time, the last day of the then-current term, whether it is the initial term or a renewal term (if applicable).

**“Deed”** means the deed(s) or other similar prior instrument(s) from which Licensor’s rights in any portion of the Site are derived, together with any restrictive covenants pertaining thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

**“Equipment”** means Licensee’s communications equipment placed on the Site, including Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

**“Event of Default”** means any material breach of this Agreement for which no cure period applies, or any other breach of this Agreement that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

**“FAA”** means the Federal Aviation Administration.

**“FCC”** means the Federal Communications Commission.

**“Government Entity”** means any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

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**“Grantor”** means the grantor named in the Deed, if applicable.

**“Inspection Fee”** means the fee payable by Licensee to Crown Castle in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) to defray Licensor’s costs associated with Crown Castle’s inspection of any Work not performed by Crown Castle. Said amount is subject to adjustment in accordance with Section 5.2 below.

**“Installation Standards”** means the “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.2 below.

**“Intermodulation Study”** means a study to determine whether an RF interference problem may arise.

**“Intermodulation Study Fee”** means the fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an Intermodulation Study. The amount of the Intermodulation Study Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

**“Landlord”** means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

**“Laws”** means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

**“Lender”** means any and all lenders, creditors, indenture trustees and similar parties.

**“Licensed Equipment”** means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

**“Licensed Space”** means that portion of the Site that is licensed to Licensee hereunder.

**“Licensee”** means the party named as “Licensee” in the first paragraph hereof and its successors-in-interest.

**“Licensor”** means the party named as “Licensor” in the first paragraph hereof and its successors-in-interest.

**“Modification”** means (i) any addition of equipment outside the boundaries of any permitted equipment pads on the ground, (ii) any addition of antennas or antenna structures on the ground or on any equipment pads, (iii) any use of space on the ground or on the

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tower outside of the Licensed Space, except as otherwise expressly permitted herein, (iv) any change to the shape or location of the Licensed Space on the ground or on the tower, as applicable, (v) the addition of generators or generator fuel tanks in any location, (vi) any addition, modification, or replacement of equipment on the tower other than as may be specified herein, (vii) any change to the frequency ranges specified herein or the use of any frequency outside of the frequency ranges specified herein, or (viii) any use of power in excess of the power level specified herein. Notwithstanding the foregoing, the replacement of any of Licensee's equipment (if any) on the tower with new, identical equipment (i.e., equipment of the same quantity, make, model, size and weight), in the same location as the previously permitted equipment, shall not constitute a "Modification", provided that such replacement does not negatively affect the tower's loading capacity, as determined by Licensor.

**"Modification Application Fee"** means the fee payable by Licensee to Licensor in the amount of Zero and 00/100 Dollars (\$0.00) to defray Licensor's costs incurred in evaluating a Site Engineering Application with respect to a Modification. Said amount is subject to adjustment in accordance with Section 5.2 below.

**"NTP"** means a written notice to proceed.

**"Pre-Existing Use"** means any installation or modified use of Licensor's or another user's equipment prior to the installation or modified use of Licensee's Equipment.

**"Prime Lease"** means the lease(s), sublease(s), or other similar prior agreement(s) from which Licensor's rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

**"Prior Agreement"** means, if applicable, any active prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to the Site and the subject matter described herein.

**"Pro Rata Share"** means the fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%). For the purposes of determining "Pro Rata Share", Licensor shall be deemed to be a then-existing user of the Site.

**"Regulatory Compliance Costs"** means the reasonable costs, including reasonable attorneys' fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable Law.

**"RF"** means radio frequency.

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**“Security Instrument”** means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

**“Services Agreement”** means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

**“Site”** means the property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

**“Site Application Fee”** means, if applicable, the fee paid or payable by Licensee to Licensor to evaluate a Site Engineering Application to determine whether Site has sufficient capacity to accommodate the Equipment described herein.

**“Site Engineering Application”** means the application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application, if any, for Licensee’s permitted Equipment is referred to in Section 2.2 below and attached to this Agreement as part of **Exhibit B**.

**“Site Plan”** means the site plan or site sketch, if any, referred to in Section 2.2 below and attached hereto as **Exhibit C**.

**“Structural Analysis”** means an engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed tower-mounted Equipment, if any. Such engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

**“Structural Analysis Fee”** means the fee payable by Licensee to Licensor in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to defray Licensor’s costs incurred with respect to its performance of a Structural Analysis with respect to the installation of Licensee’s tower-mounted Equipment described herein or with respect to any Modification to Licensee’s Equipment. Said amount is subject to adjustment in accordance with Section 5.2 below.

**“Subsequent Use”** means any installation or modified use of Licensor’s or another user’s equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

**“Term”** means the term of this Agreement, as set forth in Section 4 below.

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**“Term Commencement Date”** means the first (1st) day of the month following full execution of this Agreement occurs.

**“Tower Level Drawing”** means the tower level drawing or tower sketch, if any, referred to in Section 2.2 below and attached hereto as part of **Exhibit B**.

**“Unlicensed Equipment”** means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

**“Work”** means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.5 below.

## **2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT, ACCEPTANCE OF SITE**

2.1 **The Site.** The Site consists of that certain parcel of property, located in the City of Margate, the County of Broward, and the State of Florida, which is described in **Exhibit A** hereto.

2.2 **License to Install, Operate and Maintain the Equipment.** Licensor hereby grants a license to Licensee to install, operate and maintain the Equipment on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Site Engineering Application and Tower Level Drawing (or other documentation), if applicable, attached hereto as **Exhibit B** and as shown in the Site Plan (or other documentation), if applicable, attached hereto as **Exhibit C**. If this Agreement is replacing a Prior Agreement, the parties acknowledge that the Equipment (or a portion thereof) may already be installed on the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) on the Site. Such license is subject to the Installation Standards and restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**.

2.2.1 **Tower-Mounted Equipment Not Installed Within 180 Days After Commencement of Installation.** With respect to the installation of any tower-mounted Equipment not already installed on the Site pursuant to a Prior Agreement, if Licensee fails to install all of its tower-mounted Equipment as described in **Exhibit B** (or as described in any future amendment for a Modification) within one hundred eighty (180) days after commencement of its initial installation of such tower-mounted Equipment, then the right to install any such tower-mounted Equipment not installed shall be deemed waived. No capacity or rights will be reserved for future installation of such tower-mounted Equipment after said one hundred eighty (180) day period; provided, however, Licensee may thereafter install the remainder of the permitted but uninstalled tower-mounted Equipment, subject to available capacity at the Site, as determined by Licensor. Licensee shall

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notify Licensor in writing and coordinate with Licensor prior to installing any portion of the remainder of the permitted but uninstalled tower-mounted Equipment after said one hundred eighty (180) day period. Licensee acknowledges and agrees that Licensor may require that Licensee submit a new Site Engineering Application with respect to the installation of the remainder of such permitted but uninstalled tower-mounted Equipment. In the event that Licensor determines that the Site or tower located thereon cannot accommodate such permitted but uninstalled tower-mounted Equipment without requiring modifications thereto, then the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating such permitted but uninstalled tower-mounted Equipment.

**2.2.2 Reduction of Available Capacity Due to Change in Applicable Law.** If, as a result of any change in the applicable Code after the date of the subject Structural Analysis and prior to Licensee's completion of installation of any tower-mounted Equipment as described in **Exhibit B** (or as described in any future amendment for a Modification), Licensor determines that the tower at the Site no longer has sufficient capacity to accommodate any permitted but uninstalled tower-mounted Equipment, then the right to install any such tower-mounted Equipment not installed shall be deemed waived. No capacity or rights will be reserved for future installation of such tower-mounted Equipment after such change in such applicable Code; provided, however, the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating any such permitted but uninstalled tower-mounted Equipment.

**2.2.3 Consent to Use of Shared Equipment Shelter.** The parties acknowledge that Licensee intends to install, or cause to be installed, its ground-based Equipment entirely within a certain equipment shelter or cabinet on the Site (the "Shared Equipment Shelter"), which Shared Equipment Shelter is owned and maintained by another site user (the "Shelter Owner") and located on the ground as set forth in the Site Plan attached hereto as **Exhibit C**. Licensor hereby consents to Licensee's use of the Shared Equipment Shelter pursuant to the sublease, license or other right to use the Shared Equipment Shelter as may be granted by Shelter Owner to Licensee (the "Shared Use Grant"); provided, however, Licensee's right to use the Shared Equipment Shelter shall immediately terminate upon the termination of any of the following: the co-location agreement between Licensor and Shelter Owner with respect to Shelter Owner's use of the Site, this Agreement, Shelter Owner's right to use the subject ground space, or the Shared Use Grant. In the event of any such termination, Licensee shall license from Licensor ground space at the Site, subject to availability, for the placement of its own equipment shelter or cabinet and other ground-based equipment. Such license of ground space shall be evidenced by a written amendment to this Agreement.

**2.3 Application for Modifications.** Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor together with payment of the Modification Application Fee. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the subject Structural Analysis

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Fee, AM Detuning Study Fee or Intermodulation Study Fee, as applicable. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment. Licensor is not obligated to approve applications for Modifications.

**2.4 Conditions Precedent to Installation of Equipment or Modification.** With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease or Deed to allow Licensor to license the Licensed Space to Licensee, if such consent is required, or Licensor has determined that no such written consent is required; (ii) a Site Engineering Application for such installation or Modification has been approved by Licensor; (iii) Licensor has received and approved Licensee's drawings showing the proposed installation of or Modification to the Equipment; (iv) Licensee has received and provided to Licensor (and Licensor has reviewed and accepted) copies of (a) all required permits, if any, for its installation of or Modification to the Equipment and (b) all required regulatory or governmental approvals pertaining to Licensee's proposed use of the Site; (v) Licensor has received a waiver of any rights of first refusal applicable to the Licensed Space identified in the subject Site Engineering Application; (vi) the Site Application Fee, Modification Application Fee, Structural Analysis Fee, Intermodulation Study Fee and AM Detuning Study Fee, as applicable, have been paid; and (vii) an NTP pertaining to such installation or Modification has been issued by Licensor and fully executed in accordance with Licensor's NTP process. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

**2.5 Performance of Work.** Licensee may engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, or to remove Licensee's Equipment from the Site pursuant to this Section 2 (the "Work"). With respect to each such engagement, Licensee shall pay to Crown Castle a fee equal to the cost of the subject Work plus fifteen percent (15%), except to the extent as may otherwise be set forth in an applicable Services Agreement between Licensee and Crown Castle, and such Work shall otherwise be performed upon other terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement; provided, however, in the event that Licensee does not engage Crown Castle to perform the Work, Licensee shall (i) only engage a contractor approved by Crown Castle to perform the Work and (ii) pay to Crown Castle the Inspection Fee upon completion of the Work. Notwithstanding Crown Castle's inspection of any Work not performed by Crown Castle, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Crown Castle or a contractor approved by Crown Castle to perform Work on the Site is a material term of this Agreement.

**2.6 Closeout Documentation.** In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.5 above, Licensor shall provide or cause Crown Castle to

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provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.5 above, Licensee shall provide to Licensors all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. Notwithstanding the foregoing, in the event that Licensee fails to provide to Licensors said Closeout Documentation within said forty-five (45) day period, Licensee shall pay to Licensors One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for the purpose of defraying Licensors' costs associated with preparation of the Closeout Documentation required hereunder. Said amount is subject to adjustment in accordance with Section 5.2 below.

**2.7 Licensors' Remedies for Undocumented Installation or Modification.** In the event that Licensee breaches this Agreement by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and Licensors shall have the right to collect from Licensee any direct and consequential damages related to such unauthorized installation or Modification.

**2.8 Acceptance of Licensed Space and Site.** By executing and delivering this Agreement, Licensee: (i) accepts the Licensed Space and Site, including any improvements located thereon, as suitable for the purposes for which the Licensed Space is licensed to Licensee hereunder; (ii) accepts the Licensed Space and Site, including any improvements located thereon, and every part and appurtenance thereof in their "AS IS, WHERE IS" condition; and (iii) waives any claims against Licensors related to defects in the Licensed Space or Site, including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

### **3. ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES**

**3.1 Access to Site.** Licensors hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in **Exhibit A**, and non-exclusive license to access Licensors' utility easement, if any, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or Deed or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensors shall have no duty to remove snow or otherwise maintain the access area; provided, however, in the event that Licensee requires access to the Site but snow or some other obstruction on or in the access area is preventing or otherwise materially hindering Licensee's access to the Site, then Licensee shall notify Licensors of such snow or other obstruction and Licensors and Licensee shall cooperate with one another for the removal of such snow or other obstruction, on terms mutually agreeable to the parties.

**3.2 Authorized Persons; Safety of Personnel.** Licensee's right of access to the Site shall be limited to contractors approved by Crown Castle or persons under their direct supervision. Licensee shall

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not allow any person to climb a tower for or on behalf of Licensee without ensuring that such person works for a contractor approved by Crown Castle for the subject Work. The foregoing limitations on Site and tower access are material terms of this Agreement.

**3.3 Notice to Licensor.** Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensor's Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person.

**3.4 Licensee's Use of the Site.** Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified herein, at the power levels specified herein.

**3.5 Permits, Authorizations and Licenses.** Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for obtaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

**3.6 Zoning Approval.** At least seventy-two (72) hours before submitting any zoning application or amendment to the applicable zoning authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such zoning application or amendment. Licensor shall respond to Licensee with its approval or rejection of such zoning application or amendment within seventy-two (72) hours after its receipt of copies thereof, provided that if Licensor does not respond within said period, Licensor shall be deemed to have approved same. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property on which the Site is located, or any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (a) any zoning application or amendment submitted by Licensee, (b) making any improvements or performing any other obligations required as a condition of approval with respect to same and (c) any other related expenses.

**3.7 Utilities.** Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable, Licensee shall pay a share of such costs as reasonably allocated by Licensor.

**TT: E 1532037**  
**Prepared by: B. Coleman**  
**Prepared on: 8/5/2020**  
**Revised on: 12/7/2020**

**App Rev #: 1**  
**LRF Rev #: 3**  
**MLA #: 1569267**

**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT**



**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** CDZ BRA074  
**JDE Business Unit:** 811949  
**License Identifier:** 738848  
**Type of Site:** Crown Site

#### **4. TERM**

**4.1 Term of Agreement.** The term of this Agreement shall commence on the Term Commencement Date and continue for a period of Five (5) year(s), ending on the day immediately prior to the Fifth (5th) anniversary of the Term Commencement Date at 11:59:59 p.m. New York time (the "Term").

**4.2 Automatic Term Renewal.** The Term shall automatically extend for Four (4) renewal period(s) of Five (5) year(s) each unless either party provides written notice to the other of its election not to renew the Term, at least One Hundred Eighty (180) days prior to the Current Term Expiration Date; provided, however, in the event that Licensee provides written notice of non-renewal to Licensor in accordance herewith but does not cause its Equipment to be removed from the Site prior to the Current Term Expiration Date, then (i) if all possible renewal periods have not been exhausted, such non-renewal notice shall be deemed to be invalid and have no force and effect, and this Agreement shall be deemed to have continued for an additional renewal period in accordance with this Section 4.2, as of the Current Term Expiration Date, and (ii) if all possible renewal periods have been exhausted, Section 23 below shall apply with respect thereto.

**4.3 Term Subject to Prime Lease.** Notwithstanding the foregoing, if a Prime Lease applies to the Site, and the term of the Prime Lease expires or terminates sooner than the expiration or termination of this Agreement, and Licensor has not assigned (and is not obligated to assign) its rights hereunder to Landlord, then the Term of this Agreement shall continue and remain in effect only as long as Licensor retains its interest under the Prime Lease.

#### **5. CONSIDERATION**

**5.1 Payments.** All payments due hereunder shall be made by check payable to Crown Castle South LLC, PO BOX 301334 Dallas, TX 75303-1334. Licensee shall include the JDE Business Unit No. 811949 on or with each payment.

**5.2 Adjustments Fees.** The fees herein that are expressed as fixed dollar amounts shall be increased (but never decreased) on the first anniversary of the Term Commencement Date and every anniversary of such date thereafter (the "Adjustment Date") by three percent (3%). Licensor's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. Such adjustment to the fees shall be calculated by the following formula:

$$\text{The Adjusted Fee} = \text{Base Fee} + (\text{Base Fee} \times 3\%)$$

**5.3 Regulatory Compliance Costs.** In the event that Licensor incurs Regulatory Compliance Costs at the Site during the Term, then, at Licensor's election, Licensee shall pay to Licensor its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensor's invoice for same (together with supporting documentation).

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**5.4 Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable Government Entity, or to Licensors if Licensors are invoiced by such Government Entity, if and when due, all taxes, fees, assessments or other charges assessed by such Government Entity against the Equipment or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensors or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Site or the Licensed Space. At Licensors' election, Licensee shall also pay to Licensors its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site itself or against Licensors' improvements thereon. Licensors shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee promptly upon receipt. Licensors shall invoice Licensee annually, indicating the amount of the assessment, Licensee's Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt.

**5.5 INTENTIONALLY OMITTED.**

**5.6 INTENTIONALLY OMITTED.**

## **6. INTERFERENCE**

**6.1 Interference to Licensee's Licensed Operations.** Licensors agree that neither Licensors nor Licensors' other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (i) Licensee shall notify Licensors in writing of such RF interference, (ii) Licensors shall cause the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensors' receipt of such notice, and (iii) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensors further agree that any new licenses or other agreements that Licensors executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference.

**6.2 Interference by Licensee.** Notwithstanding any prior approval by Licensors of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensors or other uses of users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours

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**Type of Site:** Crown Site

following such notification, Licensor shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. To the extent allowed by law, Licensee shall indemnify and hold Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's Equipment.

**6.3 Interference to Licensee's Unlicensed Operations.** Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit a Site Engineering Application to request relocation of such Equipment to another location at the Site. Licensor shall approve the Site Engineering Application if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Site Engineering Application for said relocation is approved by Licensor, all other terms of this Agreement shall continue to apply to such Unlicensed Equipment as relocated and this Agreement shall be amended to reflect such relocation.

## **7. RELOCATION OF EQUIPMENT BY LICENSOR**

**7.1 Relocation of Equipment at Licensor's Option.** Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the coverage or signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

**7.2 INTENTIONALLY OMITTED.**

## **8. RF EXPOSURE**

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

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**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT**





**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** CDZ BRA074  
**JDE Business Unit:** 811949  
**License Identifier:** 738848  
**Type of Site:** Crown Site

## **9. LIENS**

Licensee shall keep the Licensed Space, the Site and any interest it or Licensors has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensors, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

## **10. INDEMNIFICATION**

To the extent allowed by law, Licensee shall indemnify, defend and hold Licensors, and Licensors' affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any claim, action, damages, liability loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of Licensee's or any of Licensee's contractors', subcontractors', servants', agents' or invitees' use or occupancy of the Site.

## **11. INSURANCE**

**11.1 General.** Licensee shall maintain commercial general liability insurance on a form providing coverage at least as broad as the most current ISO CG 0001 policy form covering its occupancy and use of the Site. The liability insurance policies (automobile, commercial general liability, and umbrella) shall be endorsed to cover Licensors, Licensors' manager (as applicable), and Landlord (as required by the terms of the Prime Lease, if applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary and excess/umbrella liability insurance maintained by the subject additional insured on a form that does not exclude the concurrent negligence of the additional insured.

**11.2 Minimum Limits.** At a minimum, Licensee shall obtain and maintain the following insurance coverage, covering itself, its employees and its agents:

- (i) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit;
- (ii) commercial general liability covering bodily injury, death and property damage including coverage for products/completed operations, and not excluding coverage for explosion, collapse and underground exposures (XCU), with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000;
- (iii) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident;

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- (iv) umbrella liability insurance of \$5,000,000; and
- (v) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site.
- (vi) Licensee must ensure that all independent contractors accessing the Site for or on behalf of Licensee maintain insurance as separately specified by Licensor.

**11.3 Increases to and Application of Limits.** Licensor reserves the right, no more than once every five (5) years, to require reasonable increases in the commercial general liability limits and umbrella liability limits identified above, which increases shall be reflective of then-current industry exposures. Licensor shall exercise such right by providing written notice thereof to Licensee, in which event Licensee shall become compliant within thirty (30) days after receipt of written notice of the subject increases to such limits. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed or authorized to do business in the state where the Site is located.

**11.4 Policies and Certificates.** All policies required to be provided pursuant to this Section 11 shall contain a waiver of subrogation in favor of Licensor, Landlord (as applicable) and Licensor's manager (as applicable). The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of the Licensee. Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of this Agreement and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. All policies required hereunder shall provide that the insurer shall notify Licensor of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancellation, or, if such cancellation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

**11.5 Self-Insurance.** Notwithstanding the foregoing, it is acknowledged and agreed that Licensee (for itself alone) shall be entitled to self-insure for all or a portion of the above coverages and insurance requirements in accordance with Licensee's customary and usual practice. Licensee agrees to provide to Licensor its standard form of letter confirming Licensee's responsibility for claims and liability with value up to the amount of Licensee's self-insured retention, and, if applicable, the existence of Licensee's excess liability insurance coverage above such amount sufficient to meet the insurance coverage requirements hereunder. Such self-insurance shall respond in the same manner that the required insurance policies would have if the Licensee had purchased insurance in the standard insurance market.

## **12. CASUALTY OR CONDEMNATION**

**12.1 Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, then Licensor shall have (i) ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and (ii) one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace

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the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedy for such interruption of use shall be the aforementioned termination right. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure or acts of God.

**12.2 Condemnation.** If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

### **13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES**

Each of the following shall constitute an Event of Default hereunder: (i) Licensee's failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said payment is delinquent; (ii) Licensee's engagement of a contractor not approved by Crown Castle to perform Work on the Site in violation of the requirements of Section 2.5 above; (iii) Licensee's breach of this Agreement by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.7 above; (iv) Licensee's violation of the Site or tower access limitations in Section 3.2 above; (v) Licensee's failure to stop its Equipment from causing RF interference to Licensor or other pre-existing uses of users of the Site in violation of the requirements of Section 6.2 above; and (vi) either party's failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. Licensee agrees that, if any payment to be made under this Agreement is not received by Licensor by the date it is due, Licensee will pay Licensor a late fee of Thirty-Five Dollars (\$35.00) for each month or partial month that elapses until said payment is received by Licensor. Said amount shall be adjusted as set forth in Section 5.2 above. Imposition of late fees is not a waiver of Licensor's right to declare this Agreement in default if any payment is not made when due. Except as otherwise provided in Section 2.7 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

### **14. USE OF HAZARDOUS CHEMICALS**

Licensee must inform Licensor (in the Site Engineering Application attached hereto as part of **Exhibit B** or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any

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other hazardous chemicals on the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals on the Site.

### **15. GOVERNING LAW, VENUE**

The laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by mediation or litigation in said state or commonwealth. The period for bringing any dispute related to this Agreement to mediation shall be the same period that would apply under the applicable statute of limitations were such dispute to be brought to litigation.

### **16. ASSIGNMENT, SUBLEASE, SHARING**

This Agreement may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor's sole discretion. Licensor's consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in this Agreement, in whole or in part, either directly or through affiliated entities, agencies or departments. Licensee shall not share the use of its Equipment with any third party. Notwithstanding the foregoing, Licensee may allow other government entities, agencies and departments to benefit from the operation of the Equipment, provided that any access to the Site by such other government entities, agencies or departments is expressly prohibited and shall be deemed to be a violation of the access limitations set forth in Section 3.2 above.

### **17. NOTICES**

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

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As to Licensee: CITY OF MARGATE  
5790 Margate Boulevard  
Margate, FL 33063  
Telephone Number: (954) 803-3947

As to Licenser: Crown Castle South LLC  
2000 Corporate Drive Canonsburg,  
PA 15317  
Attention: Legal Department  
Telephone Number: (724) 416-2000

Licenser or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

#### **18. PRIME LEASE OR DEED**

Licenser and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease or Deed. A redacted copy of the Prime Lease or Deed is attached as **Exhibit D** hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site.

#### **19. TERMINATION**

**19.1 Withdrawal or Termination of Site Zoning Approval or Permit.** In the event that any Site zoning approval or any of Licenser's permits to operate the Site as a communications facility is withdrawn or terminated, this Agreement shall terminate effective as of the termination of such Site zoning approval or permit.

**19.2 Termination of Prime Lease.** If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, this Agreement shall terminate effective as of the termination of the Prime Lease.

**19.3 Termination in the Event of Default.** In the Event of Default by either party (the "defaulting party"), the other party (the "non-defaulting party") may terminate this Agreement by providing written notice of such termination to the defaulting party. Such written notice shall describe (i) the Event of Default, and (ii) in the case of a breach that could have been cured in accordance with Section 13, the defaulting party's failure to cure such breach within the stipulated cure period. The non-defaulting party's right to terminate this Agreement pursuant to this Section 19.3 is in addition to any other rights and remedies provided to the non-defaulting party by law or under this Agreement.

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 JDE Business Unit: 811949  
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 Type of Site: Crown Site

## **20. NO WAIVER**

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

## **21. NON-DISCLOSURE**

The parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement (or relevant portions thereof) to (i) Landlord, if a Prime Lease applies to the Site, (ii) any of its lenders or creditors, or (iii) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee's Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

## **22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT**

**22.1 Subordination.** Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) a Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

**22.2 Non-Disturbance.** The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

**22.3 Liability of Parties.** Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to

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**Type of Site:** Crown Site

foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

22.4 **Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, provided that Licensee does not waive any rights that it may have hereunder to terminate this Agreement, in accordance with its terms, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

### **23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT, REMAINING EQUIPMENT FEE**

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of this Agreement. The removal of Licensee's Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee's Equipment or other property remain on the Site after the expiration or termination of this Agreement, then:

- (i) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal;
- (ii) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity:
  - (a) Licensee shall pay to Licensor all expenses that Licensor may incur by reason of such Equipment or other property remaining at the Site after the expiration or termination of this Agreement, and
  - (b) Licensee shall indemnify and hold Licensor harmless from and against all claims made against Licensor by any third party founded upon delay by Licensor in delivering possession of the Site to such third party or upon the improper or inadequate condition of the Site, to the extent that such delay or improper or inadequate condition is occasioned by the failure of Licensee to perform its said surrender obligations or timely surrender of the Licensed Space; and

**TT: E 1532037**  
**Prepared by: B. Coleman**  
**Prepared on: 8/5/2020**  
**Revised on: 12/7/2020**

**App Rev #: 1**  
**LRF Rev #: 3**  
**MLA #: 1569267**

**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT**



**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** CDZ BRA074  
**JDE Business Unit:** 811949  
**License Identifier:** 738848  
**Type of Site:** Crown Site

(iii) at any time, Licensor shall have the right, but not the obligation, to remove the Equipment or other property and store it, all at Licensee's expense, subject to the following terms:

- (a) Licensor's liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee,
- (b) Equipment so removed shall be returned to Licensee upon payment in full of all removal and storage costs and any other fees owing under this Agreement, plus an administrative charge equal to fifty percent (50%) of the total of said removal and storage costs, and
- (c) notwithstanding the foregoing, any Equipment not retrieved by Licensee within ninety (90) days after its removal shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party, provided that such abandonment shall not relieve Licensee of liability for the costs of removal, storage and disposal of the Equipment, and Licensee shall reimburse Licensor for the cost of disposing of abandoned Equipment plus an administrative charge equal to fifty percent (50%) of the costs of said disposal.

#### **24. PRIOR AGREEMENT SUPERSEDED**

The parties hereby agree that this Agreement shall be deemed to have revoked and superseded any Prior Agreement as of the Effective Date, and the terms of this Agreement (together with applicable Laws) shall govern with respect to all matters hereunder occurring on or after said date.

#### **25. COMPLIANCE WITH LAWS**

Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee's, Landlord's, Grantor's or other Site users' negligence or willful misconduct. All installations and operations by Licensee in connection with this Agreement shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

#### **26. COUNTERPARTS AND ELECTRONIC SIGNATURE**

This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal ESIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

**TT: E 1532037**  
**Prepared by: B. Coleman**  
**Prepared on: 8/5/2020**  
**Revised on: 12/7/2020**

**App Rev #: 1**  
**LRF Rev #: 3**  
**MLA #: 1569267**

**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT**



**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** CDZ BRA074  
**JDE Business Unit:** 811949  
**License Identifier:** 738848  
**Type of Site:** Crown Site

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

**Licensor**

**Witness**

Crown Castle South LLC,  
a Delaware limited liability company

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

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

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

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

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

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

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

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

**Licensee**

CITY OF MARGATE,  
a Florida corporation

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

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

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

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

TT: E 1532037

Prepared by: B. Coleman

Prepared on: 8/5/2020

Revised on: 12/7/2020

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT

App Rev #: 1

LRF Rev #: 3

MLA #: 1569267



**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** CDZ BRA074  
**JDE Business Unit:** 811949  
**License Identifier:** 738848  
**Type of Site:** Crown Site

## **EXHIBIT A to Tower Site License Agreement**

### **SITE AND ACCESS AREA LEGAL DESCRIPTIONS**

See Attached

**TT: E 1532037**  
**Prepared by:** B. Coleman  
**Prepared on:** 8/5/2020  
**Revised on:** 12/7/2020

**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT**

**App Rev #: 1**  
**LRF Rev #: 3**  
**MLA #: 1569267**

Situated in Broward County, Florida and being a parcel of land 470 feet by 470 feet in Tract 31, Block 93, Palm Beach Farms Company Plat No. 3, according to the Plat thereof recorded in the Public Records of Palm Beach County, Florida, in Plat Book 2, Page 54, and being in Section 30, Township 48 South, Range 42 East, more particularly described as follows:

Commencing at a point at the southeast corner of said Tract 31; thence North along the east boundary of said Tract 31 a distance of 470 feet to a point; thence West, parallel to the south boundary of said Tract 31 a distance of 470 feet to a point; thence South, parallel to the east boundary of said Tract 31 a distance of 470 feet to a point on the south boundary of said Tract 31; thence East on the south boundary line of said Tract 31 a distance of 470 feet to the place of beginning; said parcel of land containing 5.07 acres, more or less.

Less and accept

The South 15 Feet of the East 470 Feet of Tract 31, Block 93 of PALM BEACH FARMS COMPANY PLAT NO. 3 of Section 30, Township 48 South, Range 42 East, as recorded in Plat Book 2 at Page 54 of the public records of Palm Beach County, Florida.

**An existing right of way through the following parent parcel, extending from the nearest public right of way identified as Northwest 15th Street:**

Situated in Broward County, Florida and being a parcel of land 470 feet by 470 feet in Tract 31, Block 93, Palm Beach Farms Company Plat No. 3, according to the Plat thereof recorded in the Public Records of Palm Beach County, Florida, in Plat Book 2, Page 54, and being in Section 30, Township 48 South, Range 42 East, more particularly described as follows:

Commencing at a point at the southeast corner of said Tract 31; thence North along the east boundary of said Tract 31 a distance of 470 feet to a point; thence West, parallel to the south boundary of said Tract 31 a distance of 470 feet to a point; thence South, parallel to the east boundary of said Tract 31 a distance of 470 feet to a point on the south boundary of said Tract 31; thence East on the south boundary line of said Tract 31 a distance of 470 feet to the place of beginning; said parcel of land containing 5.07 acres, more or less.

Less and accept

The South 15 Feet of the East 470 Feet of Tract 31, Block 93 of PALM BEACH FARMS COMPANY PLAT NO. 3 of Section 30, Township 48 South, Range 42 East, as recorded in Plat Book 2 at Page 54 of the public records of Palm Beach County, Florida.





**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** CDZ BRA074  
**JDE Business Unit:** 811949  
**License Identifier:** 738848  
**Type of Site:** Crown Site

## **EXHIBIT B to Tower Site License Agreement**

### **APPROVED EQUIPMENT**

See Attached

**TT: E 1532037**  
**Prepared by:** B. Coleman  
**Prepared on:** 8/5/2020  
**Revised on:** 12/7/2020

**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT**

**App Rev #: 1**  
**LRF Rev #: 3**  
**MLA #: 1569267**



## Order Information

Order ID	Submitted By	Original Submit Date	JDE Job Number	Revision Number
526317	Jessica Ogbunugafor	Jul 13 2020	616451	1

Orders are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

## Site Information

Site ID	Crown Castle Structure	Structure Height (ft)	Crown Castle Site Name
811949	A	204.0	CDZ BRA074
Crown Castle District	County		
FLA	Broward		
Latitude	Longitude	Structure Type	Site Address
26° 14' 57.42"	-80° 11' 54.17"	SELF SUPPORT	5400 NW 15TH ST MARGATE, FL 33063

## Order Parameters

Who is the customer?	What do you want to do?	First Time Install on Site?	What is the Scope of your Order?
MARGATE FL, CITY OF	License Agreement	Yes	Tower Equipment

What is the scope of work?

Installing (2) Omni Antennas, (1) amplifier and (2) coax.

no ground space required, customer will use city of coral springs shelter.

## Customer

Billing Company	Billing ID Number	Billing Address	
CITY OF MARGATE	47731	5790 MARGATE BLVD MARGATE, FL 33063	
Operating Legal Entity	Operating Legal Entity ID		
CITY OF MARGATE	47731		
Customer Site Name	Customer Site Number	Customer Job Number	Customer Payment Reference
--	--	--	--
Customer Project Number	Customer Market	Customer Region	Customer Sub-Market
--	--	--	--
Project Management Vendor			
Crown Castle - PMV			

## Contacts

NAME	EMAIL	PHONE	ADDRESS
Gia Shaw	gshaw@margatefl.com	954-803-3947	

## RF Contacts

NAME	EMAIL	PHONE
Jonathan Franklin	jf@signalcommunications.com	

## Configuration Review

### Antennas

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
200	200	2	0	2	0	DBSPECTRA / DS8A06F36U-D	91.20	3.00	3.00	19.00

Tower Mounted Equipment

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	TYPE	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
200	200	1	0	1	0	BIRD TECHNOLOGIES GROUP / 434B-83H-01-T	AMPLIFIE	8.84	5.77	6.04	8.00

Feedlines

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	NOMINAL SIZE (in)	NOMINAL O.D. (in)
200	200	2	0	2	0	COMMSCOPE / AVA5-50	7/8	1.10

Frequencies

SVC TECHNOLOGY	EIRP (WATTS)	STANDARD FREQUENCY	TRANSMIT FREQUENCY
Analog	100.00		856.938 - 857.938MHZ 858.938 - 859.938MHZ

All Receive frequencies are approved.

Cabinets

Number of Proposed Additional Cabinets

0

Lease Areas

There are currently no Lease Areas for this order

Power

Do you need Crown to supply Power?

No

Battery Backup Required?

No

Equipment

Antennas

MANUFACTURER / MODEL	ANTENNA CENTERLINE (ft)	AZIMUTH	CUSTOMER MOUNT CLASS	MOUNT ORIENTATION	STATUS
DBSPECTRA / DS8A06F36U-D	200	0	SIDE ARM MOUNT	Mid-Mount	Proposed
DBSPECTRA / DS8A06F36U-D	200	0	SIDE ARM MOUNT	Mid-Mount	Proposed

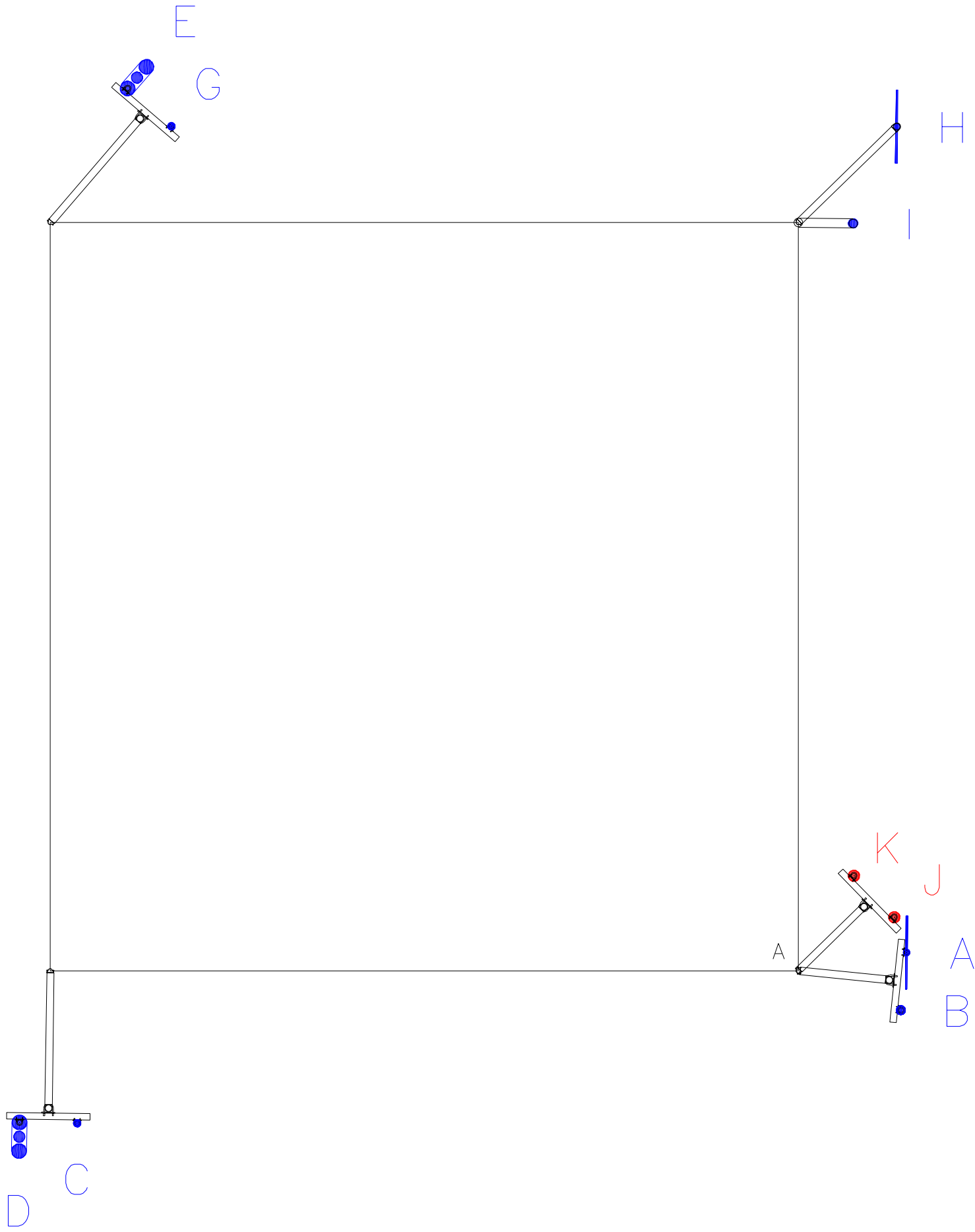
Tower Mounted Equipment

TYPE	MANUFACTURER / MODEL	TME CENTERLINE (ft)	LOCATED ON ANTENNA MOUNT?	MOUNT CLASS	STATUS
AMPLIFIER	BIRD TECHNOLOGIES GROUP / 434B-83H-01-T	200	Yes		Proposed

Feedlines

TYPE	MANUFACTURER / MODEL	NOMINAL SIZE (in)	ATTACHED CENTERLINE (ft)	LENGTH (ft)	IN CONDUIT?	STATUS
COAX	COMMSCOPE / AVA5-50	7/8	200	250	No	Proposed
COAX	COMMSCOPE / AVA5-50	7/8	200	250	No	Proposed

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred). Because manufacturers may change equipment specifications (e.g., length, width, height, depth or weight) for a Model Number without changing the Model Number itself, the equipment specifications for such Model Number as identified herein shall be used to determine exactly which version of equipment with such Model Number is approved by Crown Castle herein. Crown Castle may include the suffix "CClv" together with a number (indicating a version number) after a Model Number, which suffix is not part of the actual Model Number, but indicative of a known change to the equipment specifications applicable to such Model Number.



OPERATING LEGAL ENTITY: CITY OF MARGATE

ORIENT		CUSTOMER		Q	STATUS	MFG	ANTENNA		FEEDLINE		TME		MODEL	
A	UP													
B	UP													
C	UP													
D	UP													
E	UP													
F														
G	UP													
H	UP													
I	UP													
J		MID	MARGATE FL, CITY OF	200	PROPOSED	DBSPECTRA	DS8A06F36U-D	0	2	7/8	1	AMP	BIRD TECH GROUP	434B-83H-01-T
K		MID	MARGATE FL, CITY OF	200	PROPOSED	DBSPECTRA	DS8A06F36U-D	0	0		0			

DRAWING NOTES	
1.	THESE DRAWINGS ARE FOR REFERENCE ONLY, NOT FOR CONSTRUCTION OR DESIGN.

LEVEL DRAWING | MOUNT: SO 304-1

EQUIPMENT CENTERLINES ARE ABOVE STEEL LEVEL (ASL) UNLESS OTHERWISE NOTED | SEE TOWER ELEVATION FOR REFERENCE



CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS				
NO.	DATE	DESCRIPTION	BY	
1	16/07/20	UPDATED PER WORK ORDER 1871533	EZCAD	

DRAWN/CHECKED BY: EZCAD  
DRAWING DATE: 7/16/2020

SITE NUMBER:  
SITE NAME:

SITE NAME

CDZ BRA074

BUSINESS UNIT NUMBER

811949

SITE ADDRESS

5400 NW 15TH ST  
MARGATE, FL 33478  
BROWARD COUNTY  
US

SHEET TITLE

200 FT PROPOSED LEV

SHEET NUMBER

A1-200



**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** CDZ BRA074  
**JDE Business Unit:** 811949  
**License Identifier:** 738848  
**Type of Site:** Crown Site

**EXHIBIT C to Tower Site License Agreement**

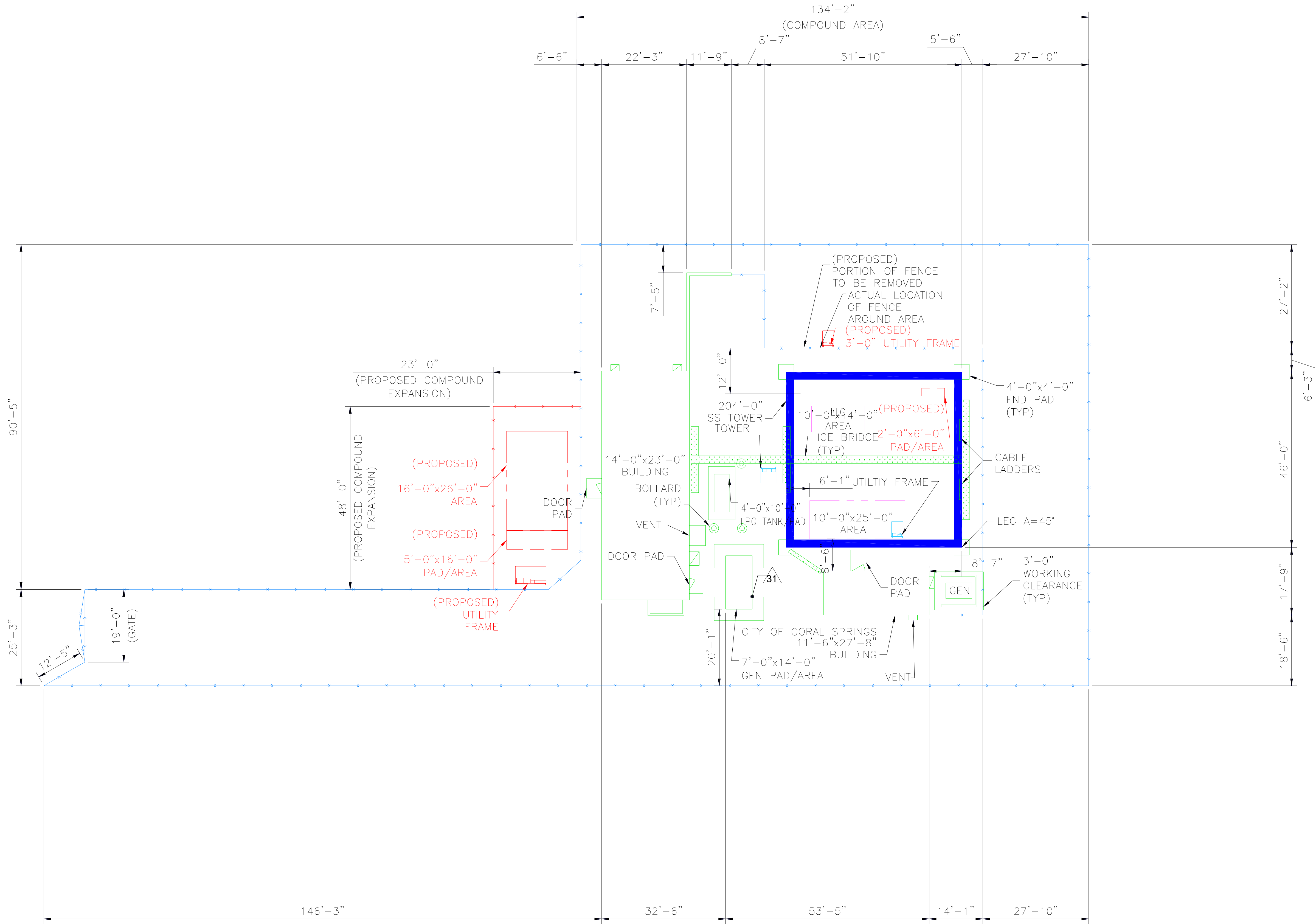
LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)  
OF EQUIPMENT BUILDING/FLOOR SPACE  
AND ANY OTHER GROUND-BASED INSTALLATION AT THE SITE

See Attached

**TT: E 1532037**  
**Prepared by:** B. Coleman  
**Prepared on:** 8/5/2020  
**Revised on:** 12/7/2020

**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT**

**App Rev #: 1**  
**LRF Rev #: 3**  
**MLA #: 1569267**







**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** CDZ BRA074  
**JDE Business Unit:** 811949  
**License Identifier:** 738848  
**Type of Site:** Crown Site

**EXHIBIT D to Tower Site License Agreement**

PRIME LEASE OR DEED

See Attached

TT: E 1532037  
Prepared by: B. Coleman  
Prepared on: 8/5/2020  
Revised on: 12/7/2020

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT

App Rev #: 1  
LRF Rev #: 3  
MLA #: 1569267

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BELLSOUTH MOBILITY, LLC", A GEORGIA LIMITED LIABILITY COMPANY,

"F C J, LLC", A GEORGIA LIMITED LIABILITY COMPANY,

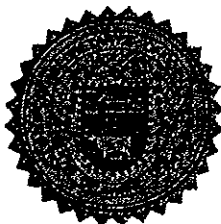
"FLORIDA CELLULAR SERVICES, LLC", A GEORGIA LIMITED LIABILITY COMPANY,

WITH AND INTO "NEW CINGULAR WIRELESS PCS, LLC" UNDER THE NAME OF "NEW CINGULAR WIRELESS PCS, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2004, AT 4:18 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2004.

2445544 8100M

040944707



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3587137

DATE: 12-30-04

By (initials) BV Date 4-15-03 BUN 811949  
COD update \_\_\_\_\_ Lease/License # 33751  
Site ID BRA074 Doc Type B, S

INSTR # 102769617  
OR BK 34833 Pages 1404 - 1430  
RECORDED 03/28/03 08:49:15  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 3090  
#1, 27 Pages

This instrument prepared by and after recording,  
please return to:

Paul Ode, Esq.  
Downs Rachlin Martin PLLC  
90 Prospect Street  
P.O. Box 99  
St. Johnsbury, VT 05819-0099  
Phone: (802) 748-8324  
Fax: (802) 748-5475

Indexing Cross Reference:  
See Exhibit A

STATE OF FLORIDA )

COUNTY OF BROWARD )

**SITE DESIGNATION SUPPLEMENT**  
**AND**  
**MEMORANDUM OF LEASE**

**THIS SITE DESIGNATION SUPPLEMENT AND MEMORANDUM OF LEASE** (the "**Supplement**"), made effective as of the Site Commencement Date (as defined below), by and between **BELLSOUTH MOBILITY LLC**, a Georgia limited liability company d/b/a Cingular Wireless, with a principal address at 6100 Atlantic Boulevard, Mail Code GAN02, Norcross, Georgia 30071 ("**Transferring Entity**"), and **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company, successor in interest to Crown Castle South Inc., with a principal address at c/o Crown Communication Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, Attention: Real Estate Department ("**TowerCo**").

**WITNESSETH:**

**WHEREAS**, reference is hereby made to that certain Sublease dated June 1, 1999 (the "**Sublease**"), by and among Transferring Entity, the other transferring entities named therein, Crown Castle International Corp., a Delaware corporation ("**CCIC**"), and TowerCo;

Site Name: CDZ, FL  
Site Number: BRA074  
BUN Number: 811949  
Owned Site

**WHEREAS**, the parties desire that the terms and conditions of the Sublease shall govern the relationship of the parties under this Supplement, and each party executing this Supplement that is not an original party to the Sublease hereby ratifies and agrees to be bound by and perform the obligations applicable to such party as set forth in the Sublease and this Supplement; and

**WHEREAS**, Transferring Entity is the owner of that certain real property and improvements thereon, as more particularly described on **Exhibits A, B, C and D** attached hereto and incorporated herein by reference (the "Site");

**NOW, THEREFORE**, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **Sublease and Defined Terms.** Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Sublease. The parties agree that for purposes of this Supplement, any and all references to the "sublease" or "Sublease" shall mean a direct lease between the parties hereto. The parties further agree that, except as otherwise set forth herein, the terms and conditions of the Sublease shall govern the relationship of the parties under this Supplement and the Sublease is incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the Sublease and this Supplement, the terms of the Sublease shall govern and control, except as expressly set forth herein.

2. **Demise.** Pursuant to the Sublease, Transferring Entity hereby leases to TowerCo, and TowerCo hereby leases from Transferring Entity, the Subleased Property of the Site.

3. **Reserved Space.** TowerCo hereby expressly acknowledges that, in accordance with the Sublease, the Subleased Property does not include, and the Transferring Entity has reserved and excepted from the Sublease pursuant to this Supplement, the Reserved Space as shown on **Exhibits B, C and D** attached hereto and incorporated herein by this reference. Notwithstanding any errors or imprecisions in the descriptions and depictions set forth on **Exhibits B, C and D** attached hereto and incorporated herein by this reference, TowerCo further expressly acknowledges that the Reserved Space includes, without limitation, all portions of the Site utilized or occupied by the Transferring Entity or any other BMI Affiliate as of the date of this Supplement for the use, enjoyment, operation or maintenance of its Communications Facility. TowerCo further expressly acknowledges that, in accordance with the Sublease, the Reserved Space includes, without limitation: (i) the Transferring Entity's Improvements set forth in **Exhibit E** attached hereto; (ii) the nonexclusive rights of ingress to and egress from the entire Site, and access to the entire Tower and all Improvements (including any and all easements), at such times (on a 24-hour, seven (7) day per week basis), to such extent, and in such means and manner (on foot or by motor vehicle) as the Transferring Entity deems necessary or desirable for its full use and enjoyment of the Reserved Space; (iii) the right to use any portion of the Subleased Property, including the Land and Improvements thereof, for purposes of temporary location and storage of any equipment (including Communications Equipment) and any part thereof in connection with performing any repairs or replacements of the Improvements; and (iv) any and all rights pursuant to **Sections 5(c) and 25** of the Sublease and all appurtenant rights

Site Name: CDZ, FL  
Site Number: BRA074  
Owned Site

reasonably inferable to permit the Transferring Entity's full use and enjoyment of the Reserved Space, including without limitation, the appurtenances specifically described in **Section 5** of the Sublease. For purposes of **Section 25** of the Sublease, the weights and sail area of panel antennas comprising a portion of Transferring Entity's Tower-mounted Communications Equipment is set forth on **Exhibit F**.

4. **Term/Site Commencement Date.** The Term of the lease as to the Subleased Property of the Site pursuant to this Supplement shall commence effective as of August 1, 1999 (the "**Site Commencement Date**") and shall terminate or expire in accordance with the provisions of the Sublease, but in no event later than one hundred years from the Site Commencement Date.

5. **Rent.** TowerCo shall pay to BMI the Site Payment calculated in accordance with **Section 11** of the Sublease.

6. **Notice.** All notices hereunder shall be deemed validly given if given in accordance with the Sublease.

7. **Governing Law.** Notwithstanding the terms of the Sublease, this Supplement shall be governed by and construed in accordance with the laws of the State in which the Subleased Property is located.

8. **Modifications.** This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties in the same manner in which the Sublease was executed.

9. **Counterparts.** This Supplement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

Site Name: CDZ, FL  
Site Number: BRA074  
Owned Site

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.

Paul A. Alarcon  
Printed Name: PAUL A. ALARCON  
Witness

Nellie G. Jabbari  
Printed Name: Nellie G. Jabbari  
Witness

**BELLSOUTH MOBILITY LLC**  
d/b/a Cingular Wireless

By: Shelley Dieter  
Shelley Dieter  
Senior Manager - Crown Program

Address:  
6100 Atlantic Boulevard  
Mail Code GAN02  
Norcross, Georgia 30071

STATE OF GEORGIA                    )  
  )  
COUNTY OF FULTON                )

The foregoing instrument was acknowledged before me this 25 day of February, 2003, by Shelley Dieter, Senior Manger - Crown Program of BellSouth Mobility LLC, a Georgia limited liability company d/b/a Cingular Wireless, on behalf of the company. She is personally known to me or has produced a Georgia Driver's License as identification.

Veronica Hill  
Veronica Hill, Notary Public

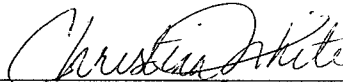
My Commission Expires: 03/14/06

[NOTARIAL SEAL]



Site Name: CDZ, FL  
Site Number: BRA074  
BUN Number: 811949  
Owned Site

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.

  
Printed Name: CHRISTINA WHITE  
Witness

  
Printed Name: Laura M. Leonard  
Witness

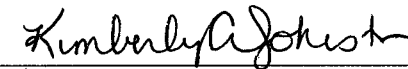
CROWN CASTLE SOUTH LLC

By:   
Holly Ernst Groschner  
Vice President/Assistant Secretary

Address:  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of JANUARY, 2003, by Holly Ernst Groschner, Vice President/Assistant Secretary of Crown Castle South LLC, a Delaware limited liability company, on behalf of the company. She is personally known to me or has produced a Pennsylvania Driver's License as identification.

  
KIMBERLY A. JOHNSTON, Notary Public

My Commission Expires: 3-15-2004

[NOTARIAL SEAL]

Notarial Seal  
Kimberly A. Johnston, Notary Public  
Collier Twp., Allegheny County  
My Commission Expires Mar. 15, 2004  
Member, Pennsylvania Association of Notaries

Site Name: CDZ, FL  
Site Number: BRA074  
Owned Site



## **Exhibit A - Owned**

**Site Name:** CDZ  
**Site Number:** BRA074  
**County:** Broward  
**Grantor:** AMERICAN TELEPHONE AND TELEGRAPH COMPANY  
**Grantee:** BellSouth Mobility Inc.

### **Recording Information for Deed**

**Registry:** BROWARD  
**Book:** 7929  
**Page:** 0396  
**Record Date:** 11/19/90

*Friday, April 07, 2000*

## **EXHIBIT B**

### **SITE PLAN**

See attached “as built” site plan showing the portion of the Site that is part of the Reserved Space.

Site Name: CDZ, FL  
Site Number: BRA074  
Owned Site

## **EXHIBIT B**

### **SITE PLAN**

See attached “as built” site plan showing the portion of the Site that is part of the Reserved Space.

Notwithstanding anything to the contrary contained in this Site Designation Supplement, the Reserved Space includes, without limitation, those portions of the Site identified as “BMI Reserved Space” on Page B-3 attached hereto.

Site Name: CDZ, FL  
Site Number: BRA074  
Owned Site



X -GPS REF.

 $\otimes -\mathrm{Gr}(\mathrm{MP}, 17)$ 

© -PARKING  
BOLLARD (TP.3)

B-2

EXHIBIT B

REF. GPSN 26°14'56.58", W 80°11'55.86"

GPS: N 26°14'57.3" , W 80°11'57.42"

# SITE PLAN

284'-2"  
S.S. TOWER

SITE:CDZ STATE:FLORIDA

FLORIDA



**TW** TELECOM, INC.

11

L. HOLMSTROM	1" = 40'	16397	A
--------------	----------	-------	---

5 10

BOOKED BY	TKL	DATE	08/26/99	PROCESSING TIME	BRA074PL
BOOKED		BOOK NO.	5/5		

33

1	5/9
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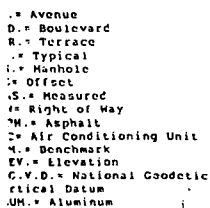
1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the situation.

11

**NOTE:**  
ALL IMPROVEMENTS  
OWNED BY BELLSOUTH  
UNLESS OTHERWISE  
NOTED WITH \*.

**CROWN**  
COMMUNICATIONS

100



 = BMI Reserved Space



## **EXHIBIT C**

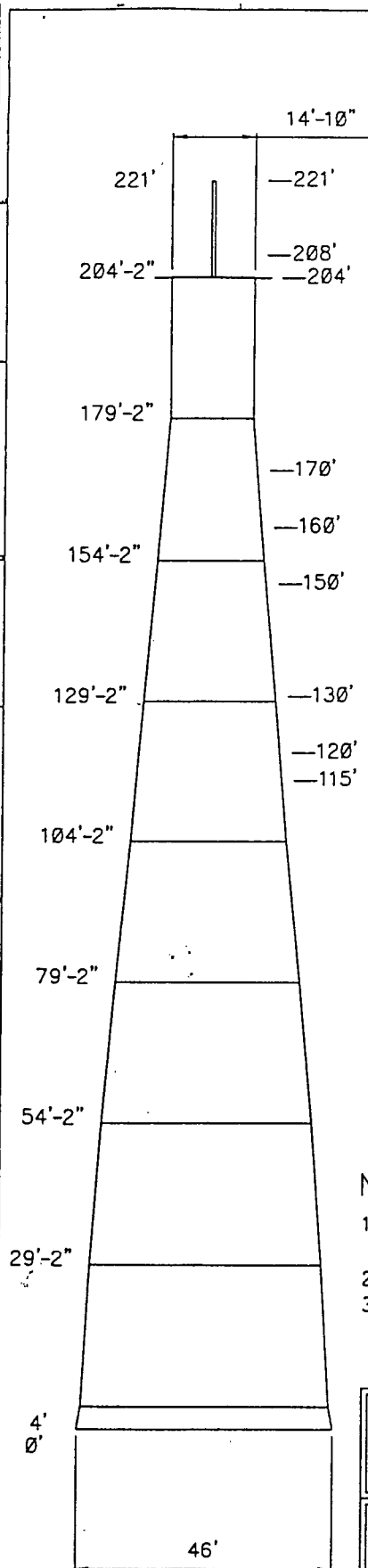
### **TOWER ELEVATION**

See attached "as built" tower elevation describing the Tower and indicating the portion of the Tower that is part of the Reserved Space.

Site Name: CDZ, FL  
Site Number: BRA074  
Owned Site

Accepted and Approved by Crown and BellSouth

FINAL



## SELF-SUPPORT TOWER

MODEL # UNKNOWN

SERIAL # UNKNOWN

OVERALL HEIGHT

TOWER HEIGHT

FOUNDATION HEIGHT

204'-10"

204'-2"

8"

## MISCELLANEOUS

ELEV.

DESCRIPTION

204'

17" x 18" STROBE, MTD. ON A 17' PIPE MAST EXT. (LEG D)

204'

TMA, 4 1/2" x 8 1/2" x 17", (FACE C)

204'

8" x 17' LG. PIPE MAST

NO LIGHTNING ROD

## ANTENNAS

ELEV.	DESCRIPTION	LINE SIZE	ANTENNA AZIMUTH	MOUNT AZIMUTH
221'	10' CELWAVE WHIP, UPRIGHT	1 5/8"	OMNI	225
208'	16 BAY, DIPOLE	7/8"	OMNI	90
204'	4 BAY, DIPOLE	7/8"	OMNI	135
204'	CELWAVE CLIP WHIP, UPRIGHT	7/8"	OMNI	315
204'	CELWAVE CLIP WHIP, UPRIGHT	1 5/8"	OMNI	225
170'	4' DISH, MARK	EW90	25	225
160'	PZIA-48-GF1, 4' GRID	7/8"	175	135
150'	4- DB834R-F	4- 7/8"	<del>100</del> 95	<del>100</del> 95
150'	3- DB834R-F	3- 7/8"	<del>220</del> 215	<del>220</del> 215
150'	3- DB834R-F	3- 7/8"	<del>330</del> 335	<del>330</del> 335
130'	MHP-60AD96V-2, 8' DISH	WE61	160	135
120'	MHP-60AD96V-2, 8' DISH	WE61	345	315
115'	4' DISH, MARK	EW90	130	135

## NOTE:

1. ALL ANTENNAS ARE MEASURED TO THE CENTERLINE, EXCEPT WHIPS WHICH ARE MEASURED TO THE BASE.
2. ALL ELEVATIONS SHOWN ARE FROM TOP OF FOUNDATION. (REF. ELEV. 0'-0")
3. OVERALL HEIGHT = TOWER HEIGHT + FOUNDATION HEIGHT AGL (ABOVE GROUND LEVEL)

## EXHIBIT C

BMI's SITE NAME CDZ

BELLSOUTH ACCOUNTING CODE 380027

BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVEMENTS: \_\_\_\_\_

CROWN BUSINESS UNIT NUMBER \_\_\_\_\_

## NOTE:

ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH \*.

## STRUCTURE ELEVATION

SITE: CDZ

STATE: FLORIDA

TWR

TELECOM, INC.



DRAWN BY SC	SCALE 1" = 20'	JOB NO. 16488	SIZE B
DATE BY TKL	DATE 09/02/99	CALCULATED BY	
ENGINEER	REV. NO. 5/9	BRA074EL	

NOTICE: This drawing is the property of TWR Telecom, Inc. All information contained herein shall be held in confidence and shall not be reproduced, copied or used in any form for any purpose without the written permission of TWR Telecom, Inc.



## **EXHIBIT D**

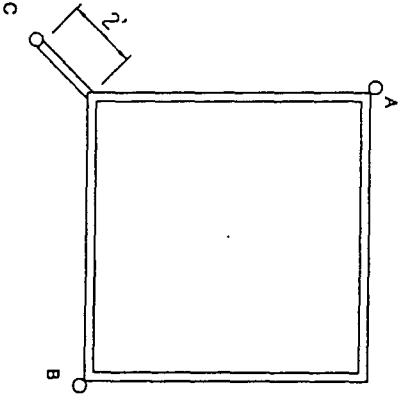
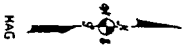
### **TOWER ANTENNA PLATFORM**

See attached "as built" tower antenna platform drawing describing the antenna platform(s) and indicating the portion thereof that is part of the Reserved Space.

Site Name: CDZ, FL  
Site Number: BRA074  
Owned Site

FINAL

Accepted and Approved by Crown and BellSouth



MOUNT ELEVATION = 204'



BMI's SITE NAME: CDZ  
BELLSOUTH ACCOUNTING CODE: 388827  
BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE: ---  
CROWN BUSINESS UNITS NUMBER: ---

ANTENNAS				
POS.	DESCRIPTION	TMA SIZE	TMA LOCATION	TMA ELEVATION
A	8 CELWAVE WHIP, LINE 7/8" (D/T 07)	NONE	NONE	NONE
B	4 BAY DIPOLE, LINE 7/8" (D/T 07)	NONE	NONE	NONE
C	8 CELWAVE WHIP, LINE 1 5/8" (D/T 07)	NONE	NONE	NONE

NOTE:  
1. MOUNT ELEVATIONS REFLECT MEASUREMENTS TO CENTER OF THE MOUNT.

EXHIBIT D

DESCRIPTION	TOWER MOUNTED AMPLIFIER = TMA
A UPRIGHT	
MIDPOINT	
INVERTED	

LEGEND / ANTENNA IDENTIFIER

NOTE:  
ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH \*

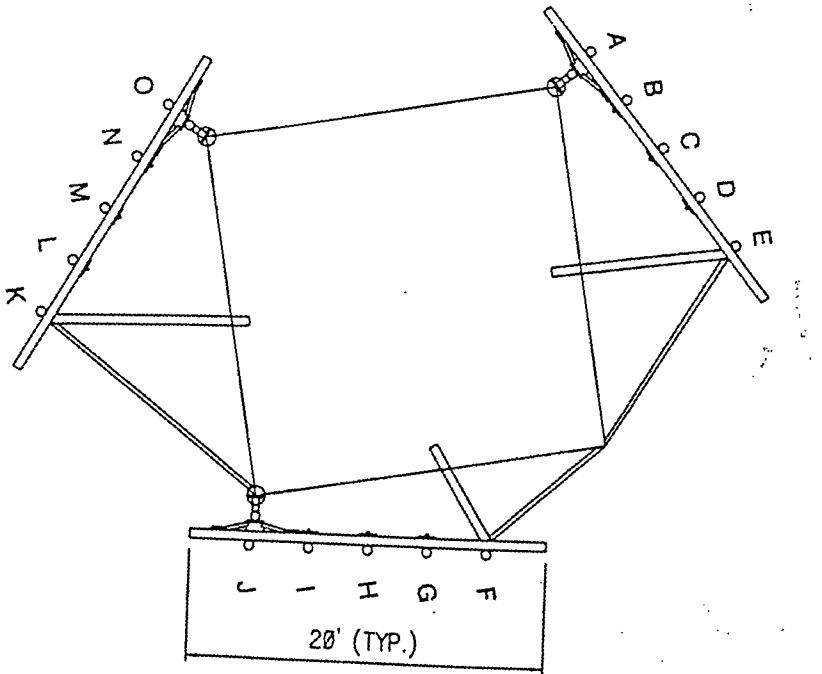


3 WAY MOUNT  
SITE: CDZ STATE: FLORIDA  
DRAWN BY: SC DATE: 09/02/99  
CHECKED BY: TKL DATE: 09/02/99  
1 OF 2  
BWA874A1

SCALE: 1" = 5'  
DRAWN BY: SC  
CHECKED BY: TKL  
1 OF 2  
BWA874A1

FINAL

Accepted and Approved by Crown and BellSouth



MOUNT ELEVATION = 150'



BMI'S SITE NAME: CDZ  
BELL SOUTH ACCOUNTING CODE: 380021  
BELL SOUTH APPROVAL OF BMI EQUIPMENT/IMPROVE: —  
CROWN BUSINESS UNITS NUMBER

ANTENNAS		TMA SIZE	TMA LOCATION	TMA ELEVATION
POS.	DESCRIPTION	NONE	NONE	NONE
A	OPEN	NONE	NONE	NONE
B	DB834R-F, LINE 7/8', (D/T 07)	NONE	NONE	NONE
C	DB834R-F, LINE 7/8', (D/T 07)	NONE	NONE	NONE
D	OPEN	NONE	NONE	NONE
E	DB834R-F, LINE 7/8', (D/T 07)	NONE	NONE	NONE
F	DB834R-F, LINE 7/8', (D/T 07)	NONE	NONE	NONE
G	DB834R-F, LINE 7/8', (D/T 07)	NONE	NONE	NONE
H	DB834R-F, LINE 7/8', (D/T 07)	NONE	NONE	NONE
I	DB834R-F, LINE 7/8', (D/T 07)	NONE	NONE	NONE
J	OPEN	NONE	NONE	NONE
K	OPEN	NONE	NONE	NONE
L	DB834R-F, LINE 7/8', (D/T 07)	NONE	NONE	NONE
M	DB834R-F, LINE 7/8', (D/T 07)	NONE	NONE	NONE
N	OPEN	NONE	NONE	NONE
O	DB834R-F, LINE 7/8', (D/T 07)	NONE	NONE	NONE

NOTE:  
1. MOUNT ELEVATIONS REFLECT MEASUREMENTS TO CENTER OF THE MOUNT.

EXHIBIT D

DESCRIPTION  
UPRIGHT  
MIDPOINT  
INVERTED  
A

LEGEND / ANTENNA IDENTIFIER

NOTE: ANTENNAS OWNED BY BELL SOUTH UNLESS OTHERWISE NOTED WITH \*

CROWN COMMUNICATIONS  
CONSULTING • TOWER ERECTION • SITE DEVELOPMENT  
SITE MANAGEMENT • TOWER-LET ENGINEERING

SITE: CDZ  
A FRAME MOUNT  
STATE: FLORIDA

TWR TELECOM, INC.

DATE: 09/02/99  
SCALE: 1" = 10'  
SHEET: 2 OF 2  
DRAWN BY: TKL  
CHECKED BY: 1  
DATE: 05/99  
BR07442

## EXHIBIT E

### TRANSFERRING ENTITY'S IMPROVEMENTS

1. All of Transferring Entity's Communications Equipment located on or in the equipment shelters, buildings and/or cabinets shown on **Exhibit B** and located on the Tower as shown on **Exhibits C and D**.
2. Equipment shelters, buildings and/or cabinets, all as shown on **Exhibit B**.
3. Generators and associated fuel tanks, if any, all as shown on **Exhibit B**.
4. Pads and foundations associated with equipment shelters, building, cabinets and generators.
5. Grounding rings for the equipment shelters, if any.

Site Name: CDZ, FL  
Site Number: BRA074  
Owned Site

**EXHIBIT F**

**ANTENNA WEIGHT AND SAIL AREA DATA**

See attached schedule of standard antenna weight and sail area data.

Site Name: CDZ, FL  
Site Number: BRA074  
Owned Site

## DATA

Antenna Manufacturer	Model	Wind Area (ft <sup>2</sup> )	Weight (lbs)
Allen Telecom	DB910CE-M	0.54	7.20
Allen Telecom	DB961DD90	2.80	11.00
Allen Telecom	DB961DD90T2	2.80	11.00
Allen Telecom	DB961DD90T2E-M	2.80	11.00
Allen Telecom	DB974H90	1.20	3.50
Allen Telecom	DB978H90E-M	2.55	7.10
Allen Telecom	DB980H105T2E-M	2.50	8.50
Allen Telecom	DB980H120E-M	2.50	8.50
Allen Telecom	DB980H90E-M	3.30	8.50
Allen Telecom	DB980H90T2B-M	3.30	8.50
Allen Telecom	DB980H90T2E-M	3.30	8.50
Allen Telecom	DB982H90T2A-M	3.00	10.00
Allen Telecom	DB982H90T2E-M	3.00	10.00
Allen Telecom	DB983H65	3.30	12.00
Allen Telecom	DB983H65T2	3.30	12.00
Allgon	4158.21	3.70	24.20
Allgon	7130.16	3.90	17.16
Allgon	7131.2	4.00	15.90
Allgon	7143.21	1.00	5.00
Allgon	7143.24	3.90	21.00
Allgon	7144.24	3.90	21.00
Allgon	7144.26	6.00	31.00
Allgon	7145.24	3.90	21.00
Allgon	7145.26	6.00	31.00
Allgon	7145.48	7.70	37.40
Allgon	7146.26	5.80	31.00
Allgon	7220.14	2.80	14.00
Allgon	2980-001	3.90	21.00
Allgon	2980-002	3.90	21.00
Allgon	7251.01	0.00	17.60
Allgon	740198R2	3.90	21.00
Allgon	OGC9-825 RFL-2	0.36	7.00
Allgon	OGC9-825N	3.90	21.00
Allgon	P-7WA48G	3.90	21.00
Allgon	RWA-80012	3.90	21.00
Allgon	RWA-80016	3.90	21.00
Allgon	SRL410 C9 L/4	5.49	35.00
Andrew	GP10F-21A	314.00	418.00
Andrew	GP12F-21	452.16	517.00
Andrew	GP6F-21A	113.04	198.00
Andrew	GP8F-21A	200.96	282.00
Andrew	HP10-107F	78.54	541.00
Andrew	HP12F-21A	452.16	850.00
Andrew	HP6F-21B	113.04	281.00
Andrew	HP8-107F	50.27	447.00
Andrew	HP8F-21	50.27	447.00
Andrew	HP-8F-21A	200.96	447.00
Andrew	P10F-21C	314.00	402.00
Andrew	P4F-21D	50.24	119.00
Andrew	P6-G5D	113.04	162.00

## DATA

Antenna Manufacturer	Model	Wind Area (ft <sup>2</sup> )	Weight (lbs)
Andrew	P6F-21C	113.04	162.00
Andrew	P8F-21A	200.96	304.00
Andrew	P8F-21C	200.96	304.00
Andrew	PAR6-105	113.04	162.00
Andrew	PAR6-65A	28.27	281.00
Andrew	PAR8-65A	50.27	447.00
Andrew	PCS19HA-09016-2DG	3.10	10.00
Andrew	PCS19HA-11015-0DG	1.97	10.00
Andrew	PCS19HA-11015-2DG	3.10	10.00
Andrew	PL10-59D	314.00	402.00
Andrew	PL10-65D	314.00	402.00
Andrew	PL6-59D	113.04	162.00
Andrew	PL6-65D	113.04	162.00
Andrew	PL8-59D	200.96	304.00
Andrew	PL8-59D-1	200.96	304.00
Andrew	PL8-65D	200.96	304.00
Andrew	UHP8F-21	200.96	447.00
Andrew	UHX10-59J RF	314.00	541.00
Andrew	UHX12-59J RF	452.16	890.00
Andrew	UHX6-59J	113.04	281.00
Andrew	UHX6-59J RF	113.04	281.00
Andrew	UHX8-59H	200.96	447.00
Andrew	UHX8-59H LF	200.96	447.00
Antel	BCD 80010	0.23	26.50
Antel	BCR 80010:N270	6.00	55.00
Antel	BCR 80010N:90	4.20	37.00
Antel	BCR-80010	6.00	55.00
Antel	BCR80010:N180	6.00	55.00
Antel	BCR-80010:N270	6.00	55.00
Antel	BCR8-A	4.20	26.50
Antel	LPD7905/2	0.43	4.90
Antel	LPD7905/4	0.43	4.90
Antel	LPD7907/2	0.75	5.50
Antel	LPD7908/4	1.30	7.74
Antel	RWA - 80012	3.90	14.30
Antel	RWA-80010	2.00	8.40
Antel	RWA-80012	3.90	14.30
Antel	RWA-80013	3.90	14.30
Antel	RWA-80014	3.90	14.30
Antel	RWA-80015	7.87	31.00
Antel	RWA-80017	7.80	31.00
Antel	RWA-8006	1.08	5.30
Antel	RWA-8009	2.00	8.40
Antel	SRL410 C2 L/4	1.25	7.00
Antel	SRL410 C9 R90	5.49	35.00
Antenna Specialist	ASP2895	9.00	62.00
Antenna Specialist	ASP953	1.60	27.00
Antenna Specialist	ASP962	0.16	1.13
Antenna Specialist	ASP963	2.55	50.00
Antenna Specialist	ASP967	4.43	75.00



## DATA

Antenna Manufacturer	Model	Wind Area (ft <sup>2</sup> )	Weight (lbs)
Antenna Specialist	ASP973	1.60	27.00
Antenna Specialist	ASP-977	1.75	35.00
Antenna Specialist	ASPD974	1.60	27.00
Antenna Specialist	ASPD977 -4	1.75	35.00
Antenna Specialist	ASPD977 -5.5	1.75	35.00
Antenna Specialist	ASPD977 -6	1.75	35.00
Antenna Specialist	ASPD978	1.75	35.00
Ball Wireless	PCS-VR-16-09007	21.00	7.00
Celwave	ALP868013	1.00	4.45
Celwave	AP11-850/105	2.71	21.30
Celwave	AP12-850/090	2.00	18.00
Celwave	AP861011	4.04	10.00
Celwave	AP866017	9.37	48.50
Celwave	AP881011	4.04	10.00
Celwave	AP8-850/105	1.61	5.90
Celwave	AP906513	2.71	17.62
Celwave	AP906516T0	1.61	7.05
Celwave	APL869012	2.00	11.60
Celwave	BCR10	4.80	87.00
Celwave	BCR10-B	4.80	87.00
Celwave	BCR12-0	7.60	124.00
Celwave	BCR12-A	7.60	87.00
Celwave	BCR12-A	7.60	124.00
Celwave	BCR12-H	7.60	87.00
Celwave	BCR12-H	7.60	124.00
Celwave	BCR12-H-B1	7.60	87.00
Celwave	BCR12-O	7.60	87.00
Celwave	BCR12-O-B1	7.60	87.00
Celwave	BCR12-OT3	7.60	124.00
Celwave	BCR6SP-HT2	2.10	58.00
Celwave	BCR8-0015	3.00	68.00
Celwave	DA10-107	314.00	930.00
Celwave	DA6-107A	28.27	440.00
Celwave	DA8-59A	50.27	680.00
Celwave	PA8-65	200.96	380.00
Celwave	PD10017	2.00	25.00
Celwave	PD10017-2B	2.00	25.00
Celwave	PD10017-4B	2.00	25.00
Celwave	PD10085	1.40	10.00
Celwave	PD10085L	1.40	10.00
Celwave	PD10099	1.50	23.00
Celwave	PD10108	0.18	8.00
Celwave	PD10162	1.70	20.00
Celwave	PD10164	2.00	25.00
Celwave	PD10164-2B	2.40	32.00
Celwave	PD10168	2.40	34.00
Celwave	PD10176		
Celwave	PD10177	6.20	43.00
Celwave	PD10183-2	2.55	40.00
Celwave	PD10186	2.00	25.00

## DATA

Antenna Manufacturer	Model	Wind Area (ft <sup>2</sup> )	Weight (lbs)
Celwave	PD10188	2.00	25.00
Celwave	PD10201	10.00	28.00
Celwave	PD10222H-4	0.13	1.60
Celwave	PD10236	4.04	10.00
Celwave	PD1108	0.85	0.17
Celwave	PD1109	1.28	17.00
Celwave	PD1110	1.70	20.00
Celwave	PD1124	2.63	11.00
Celwave	PD1132	5.50	60.00
Celwave	PD1132R-4	5.50	60.00
Celwave	PD1136	3.70	38.00
Celwave	PD1251		
Celwave	PD1610-3	0.36	4.00
Celwave	PD400-8	0.88	17.00
Comsat RSI	PCS D 085-17-2	3.57	11.80
Comsat RSI	PCS D 085-17-2V	3.57	11.80
Comsat RSI	PCS D 090-20-2	4.18	15.40
Comsat RSI	PCS D 090-20-2V	4.18	15.40
Comsat RSI	PCS SD 085-16-2	0.00	11.80
Comsat RSI	PCS SD 090-20-2	0.00	14.00
CSS	SA-13	4.67	39.00
DAPA	2900-004	6.11	24.50
DAPA	2900-005	4.58	21.20
DAPA	2900-006	3.26	19.00
DAPA	2942-006	2.38	13.00
DAPA	2960-001	2.44	17.00
DAPA	2960-004	6.11	24.50
DAPA	2960-005	4.58	21.20
DAPA	2960-006	3.26	19.00
DAPA	2960-008	2.44	23.40
DAPA	2962-006	3.26	19.00
DAPA	2980-001	3.26	26.50
DAPA	2980-005	6.11	33.10
DAPA	2980-006	4.35	30.20
DAPA	2980-011	3.26	26.50
DAPA	2980-012	3.26	35.30
DAPA	2981-006	4.35	30.20
DAPA	3961-005	4.58	21.20
DAPA	ALP4014 N	4.00	20.00
DAPA	ALP8009 N10T	2.70	16.20
DAPA	ALP8009 N20T	2.70	16.20
DAPA	ALP8010 N	2.10	16.00
DAPA	ALP9211 N	3.90	26.70
DAPA	DAPA 2980-002	3.26	35.30
Decibel Products	ASPD-952	1.20	17.00
Decibel Products	ASPD963	2.55	50.00
Decibel Products	ASPD-973	1.60	27.00
Decibel Products	ASPD975	3.50	45.00
Decibel Products	ASPD975-3	3.50	45.00
Decibel Products	ASPD975-3T	3.50	45.00

## DATA

Antenna Manufacturer	Model	Wind Area (ft <sup>2</sup> )	Weight (lbs)
Decibel Products	ASPD975-5T	3.50	45.00
Decibel Products	ASPD977	1.75	35.00
Decibel Products	ASPD977-3	1.75	35.00
Decibel Products	ASPD977-4	1.75	35.00
Decibel Products	ASPD977-5	1.75	35.00
Decibel Products	ASPD977-6	1.75	35.00
Decibel Products	ASPD978	1.75	35.00
Decibel Products	ASPD978-4	1.75	35.00
Decibel Products	ASPF-955	0.20	3.00
Decibel Products	DB499C	0.25	5.00
Decibel Products	DB560	2.34	35.00
Decibel Products	DB560	1.66	20.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561K	2.87	43.00
Decibel Products	DB561K-CT	2.87	43.00
Decibel Products	DB562	3.41	47.00
Decibel Products	DB562K-CT	3.41	47.00
Decibel Products	DB563	3.52	50.00
Decibel Products	DB563Z	3.52	50.00
Decibel Products	DB564	4.10	53.00
Decibel Products	DB564K-CR	4.10	53.00
Decibel Products	DB564K-CR	4.10	53.00
Decibel Products	DB564K-CT	4.10	53.00
Decibel Products	DB564K-CT	4.10	53.00
Decibel Products	DB567 R90	3.90	21.00
Decibel Products	DB567 R90	7.00	80.00
Decibel Products	DB567KR90	7.00	66.00
Decibel Products	DB567KR90-CR	7.00	80.00
Decibel Products	DB567KR90-CT	7.00	80.00
Decibel Products	DB580	0.13	3.80
Decibel Products	DB583	0.13	3.80
Decibel Products	DB586	0.33	8.25
Decibel Products	DB586T6	0.33	8.25
Decibel Products	DB589	0.33	15.00
Decibel Products	DB589-XCT	0.64	11.50
Decibel Products	DB589-XCT3	0.64	11.50
Decibel Products	DB803	0.33	6.00
Decibel Products	DB803M-XC	0.33	6.00
Decibel Products	DB806	0.98	21.00
Decibel Products	DB806M	0.64	8.00
Decibel Products	DB806T6	0.98	21.00
Decibel Products	DB809	1.90	30.00
Decibel Products	DB809K	1.90	30.00
Decibel Products	DB809K-XC	1.90	30.00
Decibel Products	DB809M	1.19	25.00
Decibel Products	DB809M-XC	1.19	25.00
Decibel Products	DB809SR-X	1.90	30.00
Decibel Products	DB809SR-XC	1.90	30.00

## DATA

Antenna Manufacturer	Model	Wind Area (ft <sup>2</sup> )	Weight (lbs)
Decibel Products	DB809T3	1.90	30.00
Decibel Products	DB809T3-XC	1.90	30.00
Decibel Products	DB809T6	1.90	30.00
Decibel Products	DB809T6-XC	1.90	30.00
Decibel Products	DB810	2.34	35.00
Decibel Products	DB810K	2.34	35.00
Decibel Products	DB810KT3-XC	2.34	35.00
Decibel Products	DB810KU3-XC	2.34	35.00
Decibel Products	DB810K-XC	2.34	35.00
Decibel Products	DB810K-XC	2.34	35.00
Decibel Products	DB810M	2.34	35.00
Decibel Products	DB810M	2.34	35.00
Decibel Products	DB810M-XC	2.34	35.00
Decibel Products	DB812	3.20	66.00
Decibel Products	DB812F	3.50	72.00
Decibel Products	DB812K-XC	3.50	72.00
Decibel Products	DB833	2.00	15.00
Decibel Products	DB833R-F	2.00	20.00
Decibel Products	DB834	2.35	19.00
Decibel Products	DB834R-F	2.35	19.00
Decibel Products	DB842H80	1.00	5.00
Decibel Products	DB844H80	1.00	5.00
Decibel Products	DB844H80T6-XY	1.00	5.00
Decibel Products	DB844H90	2.00	10.00
Decibel Products	DB844H90VT-SX	2.00	10.00
Decibel Products	DB844H90VT-X	2.00	12.00
Decibel Products	DB844H90-X	2.00	12.00
Decibel Products	DB848H90-XY	4.00	20.00
Decibel Products	DB854H90	4.00	17.50
Decibel Products	DB854HV90D-SX	13.74	43.00
Decibel Products	DB854HVVH90D-SX	13.74	43.00
Decibel Products	DB855DDH90	5.00	28.00
Decibel Products	DB855DDH90(E)	5.00	28.00
Decibel Products	DB858 H90	13.74	41.00
Decibel Products	DB858DDH90SX	13.74	41.00
Decibel Products	DB858HV65-SX	8.00	43.00
Decibel Products	DB864 H90	1.04	5.00
Decibel Products	DB871 H105	1.04	5.00
Decibel Products	DB871 H120	1.04	5.00
Decibel Products	DB871 H83	1.04	5.00
Decibel Products	DB872 H105	2.06	7.00
Decibel Products	DB872 H120	2.06	7.00
Decibel Products	DB872 H83	2.06	7.00
Decibel Products	DB872H105-X	2.06	7.00
Decibel Products	DB872H120	2.06	7.00
Decibel Products	DB874H105	4.10	14.00
Decibel Products	DB874H105	4.10	14.00
Decibel Products	DB874H105-X	4.10	14.00
Decibel Products	DB874H105-XC	4.10	14.00
Decibel Products	DB874H120	4.10	14.00

## DATA

Antenna Manufacturer	Model	Wind Area (ft <sup>2</sup> )	Weight (lbs)
Decibel Products	DB874H120	4.10	14.00
Decibel Products	DB874H83	4.10	14.00
Decibel Products	DB874H83-SX	4.10	14.00
Decibel Products	DB878H105	8.00	20.00
Decibel Products	DB878H105-X	8.00	20.00
Decibel Products	DB878H105-XC	8.00	20.00
Decibel Products	DB878H120	8.00	20.00
Decibel Products	DB878H120-X	8.00	20.00
Decibel Products	DB878H120-XC	8.00	20.00
Decibel Products	DB878H83	8.00	20.00
Decibel Products	DB878H83	8.00	20.00
Decibel Products	DB878H83-SX	8.00	20.00
Decibel Products	DB878H83-X	8.00	20.00
Decibel Products	DB881H60	1.04	5.00
Decibel Products	DB882H60	2.06	7.00
Decibel Products	DB884H45	3.90	21.00
Decibel Products	DB884H45	4.10	14.00
Decibel Products	DB884H45	4.10	14.00
Decibel Products	DB884H45-X	4.10	14.00
Decibel Products	DB884H60	4.10	14.00
Decibel Products	DB930DD65E-M	2.70	15.00
Decibel Products	DB932DD65T2E-M	3.10	17.00
Decibel Products	DB932DD90T2E-M	4.50	18.00
Decibel Products	DB978H120E-M	2.00	7.10
Decibel Products	DB983H65E-M	3.30	12.00
EMS	FC90-11-00NA	4.00	21.00
EMS	FR90-16-00DP	3.10	18.00
EMS	FR90-16-02DP	3.10	18.00
EMS	FS70-12-00NA	8.00	36.00
EMS	FS70-12-10_A2	8.00	36.00
EMS	FS90-09-00	5.00	27.00
EMS	FS90-09-05_A2	5.00	27.00
EMS	FS90-11-00	8.00	36.00
EMS	FS90-12-00_A2	8.00	36.00
EMS	FV105-10-00	2.70	15.00
EMS	FV105-10-05	2.70	15.00
EMS	FV105-10-10	2.70	15.00
EMS	FV105-12-00	8.00	34.00
EMS	FV60-15-00NA	8.00	27.50
EMS	FV65-13-00_A2	4.00	21.00
EMS	FV70-14-00_A2	4.00	21.00
EMS	FV90-09-10NA	2.70	15.00
EMS	FV90-11-00	4.00	21.00
EMS	FV90-11-05_A2	4.00	21.00
EMS	FV90-11-10_A2	4.00	21.00
EMS	FV90-12-00	6.00	30.00
EMS	FV90-12-00_A2	6.00	30.00
EMS	FV90-12-05_A2	6.00	30.00
EMS	FV90-12-10	6.00	30.00
EMS	FV90-12-10_A2	6.00	30.00

## DATA

Antenna Manufacturer	Model	Wind Area (ft <sup>2</sup> )	Weight (lbs)
EMS	FV90-13-00	6.00	30.00
EMS	FV90-13-00_A2	8.00	34.00
EMS	RR90-14-00	1.70	9.00
EMS	RR90-17-02	3.10	18.00
EMS	RS80-10-00_A2	8.00	36.00
EMS	RV105-11-00_A2	4.00	21.00
Gabriel	DDP10P-59BSE	78.54	370.00
Gabriel	DDP8P-59BSE	50.27	280.00
Gabriel	GHA10-21	78.54	310.00
Gabriel	SRD10-59ASE	78.54	535.00
Gabriel	SRD8-59ASE	50.27	395.00
Hazeltine	820-080-11-9 840	6.30	28.00
Hazeltine	820-080-11-9 870	6.30	28.00
Kathrein	740198	1.37	16.00
Kathrein	63-30-6-1	5.38	22.00
Kathrein	740198 RFM3	2.00	39.00
Kathrein	740198R2	2.73	23.50
Kathrein	740198RF	18.00	1.80
Kathrein	740198RFL2	1.36	15.00
Kathrein	740198RFM2	39.00	2.00
Kathrein	KT-740198	1.37	16.00
Kathrein	KT-740198R2	2.73	23.50
Kathrein	KT-740198R2	2.73	23.50
Kathrein	KT-740198RFL2	2.73	23.50
Kathrein	KT-740198RFL2	2.73	23.50
Kathrein	KT-740198RFL5/8	1.73	18.00
Kathrein	KT-740198RFL5/8	1.73	18.00
Mark	HP-100A72 RF	113.04	336.00
Mark	HP-60A120L	314.00	860.00
Mark	HP-60A72 L	113.04	336.00
Mark	HP-60A72 RF	113.04	336.00
Mark	MHP-21A96	200.96	491.00
Mark	MHP-60A72 R	113.04	336.00
Mark	P-21A120G	314.00	286.00
Mark	P-21A120GF	314.00	286.00
Mark	P-21A120N	314.00	575.00
Mark	P-21A144G	452.16	465.00
Mark	P-21A48	50.24	127.00
Mark	P-21A48N	50.24	127.00
Mark	P-21A72G	113.04	128.00
Mark	P-21A72GF	113.04	128.00
Mark	P-21A72N	113.04	202.00
Mark	P-21A96G	200.96	216.00
Mark	P-21A96GF	200.96	216.00
Mark	P-21A96N	200.96	293.00
Mark	P-21B72GF	113.04	128.00
Mark	P-22A72G	113.04	128.00
Mark	P-24A48GN-2	50.24	86.00
Mark	P-24A72GN-U	113.04	128.00
Mark	P-24A96GN	200.96	216.00

## DATA

Antenna Manufacturer	Model	Wind Area (ft <sup>2</sup> )	Weight (lbs)
Mark	P-57848N-2	50.24	127.00
Mark	P-57A48N	50.24	127.00
Mark	P-57A48N-2	50.24	127.00
Mark	P-57A72N-2	113.04	202.00
Mark	P-57A96-2	200.96	293.00
Mark	PA-21B48N	50.24	127.00
Mark	PA-21B72G	113.04	171.00
Northern Telecom	CELL PLUS		
Northern Telecom	SMART	17.24	176.00
Northern Telecom	SMART	17.24	176.00
Northern Telecom	SMART 2.5	17.24	176.00
RSI	A-57A24N-U	78.54	20.00
RSI	HP-105A120	78.54	866.00
RSI	HP-105A72	28.27	336.00
RSI	HP-60120W	78.54	866.00
RSI	HP-60A72	28.27	336.00
RSI	MHP-21A72	28.27	336.00
RSI	MHP-21A96	50.27	491.00
RSI	MHP-21B96	50.27	491.00
RSI	MHP-6072W	28.27	336.00
RSI	MHP-6096W	50.27	491.00
RSI	MHP-60A96	50.27	491.00
RSI	P-105A48	12.57	109.00
RSI	P-21A120G	27.43	286.00
RSI	P-21A144G	46.87	465.00
RSI	P-21A72G	11.22	171.00
RSI	P-21A96G	19.00	216.00
RSI	P-24A48G	6.32	86.00
RSI	P-24A72G	11.22	171.00
RSI	P-24A72GF-2	11.22	171.00
RSI	P-24A96G	19.00	216.00
RSI	P-57A72N	28.27	120.00
RSI	P-57A96N	50.27	240.00
RSI	P-57B48N	12.57	109.00
RSI	P-57C24N	3.14	120.00
RSI	P-60A72	28.27	120.00
RSI	P-60A96	50.27	240.00
RSI	PA-21B72G	11.22	128.00
RSI	PA-21B72GP	11.22	128.00
Scala	740198	1.37	16.00
Scala	740217	3.90	13.40
Scala	AP11-850/105	3.50	13.60
Scala	AP13-850/065	3.50	19.00
Scala	AP16-850/047	7.50	26.00
Scala	KT740198R2	2.73	23.50
Scala	KT740198R5/8	1.73	18.00
Scala	KT740218R2	2.73	23.50
Scala	KT740218R5/8	1.73	18.00
Scala	OGC 9825RFL5/8	1.73	18.00
Scala	OGC6-825-2D	1.94	16.00

## DATA

Antenna Manufacturer	Model	Wind Area (ft <sup>2</sup> )	Weight (lbs)
Scala	OGC9-825	1.37	16.00
Scala	OGC9-825 RFL5/8	1.97	18.00
Scala	OGC9-825N	1.37	16.00
Scala	OGC9-825N RFL2	0.60	23.00
Scala	OGC9-825N RFM3	0.60	23.00
Scala	OGC9-825NR5/8	1.73	18.00
Scala	OGC9-825RFL-2	1.37	16.00
Scala	PR-850	4.40	38.00
Scala	PRBB-850	4.40	38.00
Sinclair	SLR-410C-4R160	2.80	27.00
Sinclair	SLR-410C-4R60	2.58	27.00
Sinclair	SLR-410C-4R90	2.57	27.00
Sinclair	SRL410 C9 R105	5.50	35.00
Sinclair	SRL410 C9 R160	5.94	35.00
Swedcom	900900NA	1.33	10.00
Swedcom	901200NA	2.30	20.00
Swedcom	901200NAS	2.30	20.00
Swedcom	901205NAS	2.30	20.00
Swedcom	901210NAS	2.30	20.00
Swedcom	ALP110 08	1.60	15.00
Swedcom	ALP110 11	3.70	24.50
Swedcom	ALP4014-N	4.00	20.00
Swedcom	ALP4016N	8.10	33.30
Swedcom	ALP6011N	2.30	18.00
Swedcom	ALP6014N	5.40	28.90
Swedcom	ALP6016N	9.50	55.10
Swedcom	ALP8010N	2.10	16.00
Swedcom	ALP8013N	4.50	27.30
Swedcom	ALP9209N	1.70	15.30
Swedcom	ALP9212N	3.90	26.70
Swedcom	ALP9214N	8.10	53.30
Swedcom	ALP-E 9011	2.30	20.00
Swedcom	CTY10510 N	5.30	16.00
Swedcom	CTY9006-N	5.10	2.00
Swedcom	CTY9010	5.30	16.00



**Secretary of State**  
**Corporations Division**  
**315 West Tower**  
**#2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

CONTROL NUMBER : 0043452  
EFFECTIVE DATE : 09/30/2000  
COUNTY : GEORGIA  
REFERENCE : 0048  
PRINT DATE : 10/02/2000  
ELECTED CONTROL : J315034  
FORM NUMBER : 357

KILPATRICK STOCKTON LLP  
TAMMY D. THOMAS  
1100 PEACHTREE STREET, SUITE 2800  
ATLANTA, GA 303094530

**CERTIFICATE OF ORGANIZATION BY ELECTION**

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**BELLSOUTH MOBILITY LLC**  
**A GEORGIA LIMITED LIABILITY COMPANY**

has been duly organized under the laws of the State of Georgia on the effective date stated above by the filing of a certificate of election and articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox  
Secretary of State

**ARTICLES OF ORGANIZATION  
OF  
BELLSOUTH MOBILITY LLC**

**I.**

The name of the limited liability company is BellSouth Mobility LLC.

**II.**

The mailing address of the limited liability company's principal place of business shall be Suite 1000, 1100 Peachtree Street, N.E., Atlanta, Georgia 30309-4599.

**III.**

The name of the initial registered agent of the limited liability company is Joaquin R. Carbonell. The address of the initial registered agent is Suite 1000, 1100 Peachtree Street, N.E., Atlanta, Georgia 30309-4599.

**IV.**

These Articles of Organization shall become effective upon the close of business on September 30, 2000.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization as of August 16, 2000.

BELLSOUTH CELLULAR CORP., SOLE MEMBER

By: 

Name: Joaquin R. Carbonell

Title: Vice President

315034

**CERTIFICATE OF ELECTION  
OF  
BELLSOUTH MOBILITY INC**

This Certificate of Election of BELLSOUTH MOBILITY INC, a Georgia corporation (the "Company") is made pursuant to O.C.G.A. §14-11-212, to elect to become a limited liability company under the Georgia Limited Liability Company Act.

**I.**

The name of the Company making the election is BELLSOUTH MOBILITY INC

**II.**

The Company hereby elects to become a limited liability company.

**III.**

The effective time and date of this election shall be upon the close of business on September 30, 2000.

**IV.**

The election has been approved through a Plan of Election adopted by the Board of Directors of the Company and approved by the Sole Shareholder of the Company.

**V.**

Filed with this Certificate of Election are Articles of Organization in the form required by O.C.G.A. §14-11-204 and which set forth a name for the limited liability company that satisfies the requirements of O.C.G.A. §14-11-207. Such Articles of Organization shall be the Articles of Organization of the limited liability company formed pursuant to this election unless and until modified in accordance with the Georgia Limited Liability Company Act.

VI.

The manner and basis for converting the shares of the Company into interests of the limited liability company is as follows: all of the shares of stock of the Company shall be converted into 100% of the membership interests in the limited liability company.

IN WITNESS WHEREOF, the undersigned executed this Certificate of Election as of August 16, 2000.

BELLSOUTH MOBILITY INC

  
Name: Joaquin R. Carbonell  
Title: Vice President

## WARRANTY DEED

State of FLORIDA  
County of BROWARD

90461926

THIS INDENTURE, made this 28th day of March in the year of our Lord One Thousand Nine Hundred Ninety (1990) between AT&T COMMUNICATIONS, INC., with a principle place of business in the State of Georgia County of Fulton, as agents for American Telephone and Telegraph Company party of the first part and BellSouth Mobility Inc. a Georgia corporation with a principle place of business in the State of Georgia County of Fulton, party of the second part.  
BellSouth Mobility 500 Cypress Creek West, Ste. 700, Fort Lauderdale, FL 33309

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant bargain, sell and convey unto the said party of the second part, its successors and assigns, all that tract and parcel of land lying and being:

Situated in Broward County, Florida and being a parcel of land 470 feet by 470 feet in Tract 31, Block 93, Palm Beach Farms Company Plat No. 3, according to the Plat thereof recorded in the Public Records of Palm Beach County, Florida, in Plat Book 2, Page 54, and being in Section 30, Township 48 South, Range 42 East, more particularly described as follows:

Commencing at a point at the southeast corner of said Tract 31; thence North along the east boundary of said Tract 31 a distance of 470 feet to a point; thence West, parallel to the south boundary of said Tract 31 a distance of 470 feet to a point; thence South, parallel to the east boundary of said Tract 31 a distance of 470 feet to a point on the south boundary of said Tract 31; thence East on the south boundary line of said Tract 31 a distance of 470 feet to the place of beginning; said parcel of land containing 5.07 acres, more or less.

Less and accept

The South 15 Feet of the East 470 Feet of Tract 31, Block 93 of PALM BEACH FARMS COMPANY PLAT NO. 3 of Section 30, Township 48 South, Range 42 East, as recorded in Plat Book 2 at Page 54 of the public records of Palm Beach County, Florida.

\$ 343<sup>75</sup> has been Paid  
In Broward County for Documentary  
Stamp Tax as required by law.

Jacqueline Jackson Deputy

Grantor:  
AT&T Communications, Inc.  
401 W. Peachtree St., N.E.  
Atlanta, Georgia 30308  
ATTN: L. E. McKelvey  
404-581-6276

Grantee:

BELLSOUTH MOBILITY INC.  
500 Cypress Creek West  
Suite 700  
Fort Lauderdale, FL 33309  
(305) 776-2435

Return to: Alan L. Gabriel, Esq.  
2455 E. Sunrise Blvd., PH-E  
Fort Lauderdale, FL 33304

BK 7929PG0396

9.10.

-2-

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof or the said party of the second part, its successors and assigns forever, IN FEE SIMPLE.

And the said party of the first part, for itself, its successors and assigns will warrant and forever defend the right and title to the above described property unto the said party of the second part, its heirs and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has hereto set its hand and seal, or if Corporate, has caused this instrument to be signed in its Corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this the 28th day of March, 1990.

Witness:

[Signature]  
Diane Vance

AT&T COMMUNICATIONS, INC., as  
agent for AMERICAN TELEPHONE  
AND TELEGRAPH COMPANY  
Corporate Name



(SEAL)

BY:

[Signature]  
W. J. Carroll  
Vice President

ATTEST:

[Signature]  
Assistant Secretary

State of

Georgia

County of

Fulton

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and the county aforesaid to take acknowledgements, personally appeared W. J. Carroll, to me known and known to be the person described in and who executed the foregoing instrument as Vice President of the corporation named therein, and personally acknowledged before me that he executed the same as an officer in the name and on the behalf of said corporation.

Given under by hand and seal this 28th day of March, 1990.

[Signature]  
Notary Public

LARRY E. McKELVEY  
Notary Public, Gwinnett County, Georgia  
My Commission Expires December 17, 1993

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

BK 17929PG0397

## Certificate Of Completion

Envelope Id: EFD779DF8291414AB82FD1971940813C

Status: Sent

Subject: BU-811949\_PLIC-738848\_App-526317\_South\_CDZ BRA074\_MARGATE FL, CITY OF

License: 738848

District: FLA

ApplicationId: 526317

BusinessUnit: 811949

Area: STA

Source Envelope:

Document Pages: 67

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Brittany Coleman

AutoNav: Enabled

2000 Corporate Drive

Envelopeld Stamping: Enabled

Canonsburg, PA 15317

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Brittany.Coleman@crowncastle.com

IP Address: 64.213.130.241

## Record Tracking

Status: Original

Holder: Brittany Coleman

Location: DocuSign

12/14/2020 2:22:17 PM

Brittany.Coleman@crowncastle.com

## Signer Events

## Signature

## Timestamp

Megan Patton

**Completed**

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Megan.Patton@crowncastle.com

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Accepted: 12/15/2020 8:28:14 AM

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Security Level: Email, Account Authentication  
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## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Execution Specialist

executionspecialist.embedded@crowncastle.com

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

System Sync

system.sync@crowncastle.com

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Crown Manager, Contract Development  Signing Group: Crown Manager, Contract Development Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Gia Shaw gshaw@margatefl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 12/21/2020 3:46:50 PM ID: 131709fd-f829-4ec1-8a0c-2272a6de5540  Licensor Delegate documentexecution@crowncastle.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: 12/15/2020 8:29:39 AM Viewed: 12/21/2020 3:46:50 PM
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Adriana Goglio Adriana.Goglio@crowncastle.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		<div>COPIED</div> Sent: 12/15/2020 8:29:38 AM
Witness Events	Signature	Timestamp

Witness for Crown Manager, Contract Development  
 (  
 Security Level:  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign



Witness Events	Signature	Timestamp
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Witness for Crown Manager, Contract Development

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Security Level:

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/14/2020 2:25:45 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

In order to provide more efficient and faster service, Crown Castle ("we", "us" or "company") is pleased to announce the use of DocuSign, Inc. ("DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

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### **Withdrawing your consent to receive and/or execute documents electronically**

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com) stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

### **Consequences of withdrawing consent to receive and/or execute documents electronically**

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

### **Documents for execution, and other documents and records may be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

### **How to contact Crown Castle**

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com)

To contact us by paper mail, send correspondence to

Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317

### **To advise Crown Castle and DocuSign of your new e-mail address**

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com) and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

### **Required hardware and software**

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; <b>Note</b> : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
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These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive documents electronically**

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.