

SITE LEASE AGREEMENT BETWEEN THE CITY OF COOPER CITY, FLORIDA AND DISH WIRELESS L.L.C.
(Agreement No. 878196-4)

This Site Lease Agreement (the “**Agreement**”) is made and entered into the ___ day of ___, 2023, by which the City of Cooper City, a Florida municipal corporation, with an address of 9090 SW 50th Place, Cooper City, Florida 33328 (“**Owner**” or “**City**”), leases to **DISH Wireless L.L.C.**, a Colorado limited liability company authorized to do business in the State of Florida, its affiliates, successors and assigns, having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (the “**Lessee**”), the “**Leased Premises**” described below (which is part of that certain real property owned by Owner (the “**Property**”) and is more fully described in Exhibit “A” attached hereto, for the purpose of operating and maintaining a wireless communications tower.

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

1. Premises and Use.

- (a) Premises. Landlord is the owner of the Property. Landlord leases to Tenant a portion of Landlord’s Property consisting of approximately One Hundred Fifty (150) square feet of ground space on the Property located at 10300 Stirling Road, Cooper City, Florida 33328 (folio# 5141-06-08-0010), and all access and utility easements necessary or desirable therefor (“**Leased Premises**”), subject to certain conditions described below and depicted in Exhibit “B” attached hereto. Lessee shall submit specifications for use of the Leased Premises to the City, which are subject to site plan approval and issuance of permits by the City.

- (b) (i) The parties acknowledge that Owner entered into a Site Lease Agreement with STC Five LLC, a Delaware limited liability company, successor-in-interest to Sprint Spectrum L.P. (“**Sprint**”), a Delaware limited liability company, dated June 25, 2015 (“**Tower Agreement**”), whereby Sprint leased from Owner certain other lease premises on the Property for purposes of installing and operating a communications tower (the “**Tower**”). The parties further acknowledge that Section 2.11 of the Tower Agreement contemplates Lessee entering into a collocation agreement with STC Five LLC, whereby Lessee will lease a certain portion of the Tower for the installation of equipment to be connected to the Lessee Facilities located on the Leased Premises.

(ii) Notwithstanding the foregoing, it is agreed and understood by and between the parties hereto that this Agreement is subject to STC Five LLC fulfilling its obligations under the Tower Agreement. In the event the Tower Agreement terminates or expires as provided therein, Lessee has the right to terminate this Agreement effective as of the date of termination of the Tower Agreement. Owner shall notify Lessee of its intent to terminate, or of any notice of default received from STC Five LLC, at least sixty (60) days prior to the termination of the Tower Agreement.

- (c) The Leased Premises will be used by Lessee for no other purpose other than installing, removing, replacing, modifying, maintaining, repairing and operating, at its expense, a communications facility, including, without limitation, transmitting and receiving antennas, microwave dishes and communications equipment, air conditioning/HVAC equipment shelter and/or cabinets, cable wiring, back-up power sources (including generators), related fixtures and appurtenances (collectively “**Lessee Equipment**”), which shall all be stealth and in accordance with Owner’s applicable ordinances. Notwithstanding the foregoing, Lessee shall not be permitted to maintain fuel storage tanks (except for temporary fuel tanks for emergency generator(s)) within the Leased Premises or Property.

- (d) Lessee, at its sole cost and expense, shall expand or construct a fence ("**Fence**") as depicted in Exhibit B, similar in aesthetic appearance to the security fence installed by Sprint that shall be similar in appearance to the Tower, necessary to surround any shelter/cabinet(s) to be used by Lessee. The parties acknowledge that any other party that desires to collocate its equipment on the Tower must lease ground space from the Owner and such future tenant shall be responsible for expanding the Fence to surround its shelters/cabinets using like-kind materials as the original security fence. Lessee agrees to reasonably cooperate with any future tenant(s), including providing the names of the original suppliers that provided the materials for the Fence constructed by Lessee.
- (e) Lessee's Equipment and the Fence are collectively referred to as the "**Lessee Facilities**". Lessee Facilities and the Leased Premises are collectively referred to as the Site.
- (f) All of Lessee's construction, installation and repair work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner, all in accordance with Owner's applicable ordinances. Lessee shall hold title to all of the Lessee Facilities and all of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove the Lessee Equipment, at its sole expense on or before the expiration or earlier termination of this Agreement, and Lessee shall repair any damage to the Leased Premises caused by such removal. Within ninety (90) days after the expiration or earlier termination of this Agreement, unless otherwise agreed to by the parties hereto in writing, Lessee shall remove the Lessee Facilities from the Property, but is not required to remove any foundation more than one (1) foot below grade level, and Lessee will restore the Leased Premises to a condition substantially similar to the condition existing on the Commencement Date, normal wear and tear excepted. Lessee agrees to pay rent at the then existing monthly rate until such time as the removal of the Lessee Facilities, fixtures and or personal property, however characterized, is completed. In the event Lessee does not remove such items within the time period provided in this Paragraph, Owner will give Lessee written notice of such failure and, if Lessee thereafter fails to remove such items within thirty (30) days then the personal property remaining on Leased Premises shall be deemed the property of Owner. Notwithstanding the foregoing, in the event Lessee fails to remove the Lessee Facilities within six (6) months of the expiration or early termination of this Agreement, Lessee agrees to pay holdover rent at a sum equal to one hundred twenty-five (125%) percent of the then existing monthly rate until such time as the removal of the Lessee Facilities, fixtures and or personal property, however characterized, is completed.
- (g) The Leased Premises described above are located in the location(s) shown on Exhibit B attached hereto and made a part hereof. The Leased Premises shall also include the non-exclusive use of an area for reasonable access, as described in this Agreement, extending from the nearest public right-of-way to the Lessee's Facilities, for access, installation, operation and maintenance and an easement for the installation, operation and maintenance of utility wires, poles, cables, conduits and pipes over, under, or along such area as permitted. Such access and utility area ("**Access Area**") is as described on Exhibit B. The Access Area may be used by Lessee during the entire term of this Agreement, subject to any restrictions provided herein.
- (h) Lessee shall be required to provide Owner with forty-eight-four (48) hours prior oral or written notice (email being sufficient) regarding the schedule for any regularly scheduled work to be performed at the Leased Premises during the term of the Agreement; provided, however, that in the event of an emergency Lessee may access the Leased Premises at any time and, within twenty-

four (24) hours thereafter, shall provide notice to the Owner with respect to the nature of such emergency and the repairs, if any, performed by Lessee.

- (i) Prior to the initial installation of the Lessee Facilities, Lessee shall submit a copy of the site plan and specifications of the Lessee Facilities to Owner for Owner's written approval, which approval will not be unreasonably withheld, conditioned or delayed, and which approval constitutes Owner's approval under this Agreement but does not constitute approval otherwise required by the Code of the City of Cooper City, as it may be amended, which governmental approvals and permits are to be separately applied for by Lessee.
- (j) In all respects, throughout this Agreement, any time Owner's consent is required such consent may be given by Owner's designee(s). Lessee's submitted plans shall undergo a preliminary review by City staff for the purpose of approval under this Agreement. No construction or installation shall be commenced until the Owner has approved plans for such work and all necessary permits have been properly issued as required herein.
- (k) Following the initial installation of the Lessee Facilities, Lessee may, at any time, modify, supplement, replace, repair, remove or relocate any of the Lessee Facilities or other appurtenances located within the Leased Premises during the term of this Agreement, which includes routine maintenance, the like-replacement of the transmitting and receiving antennas and/or related communications equipment, or any modifications to the interior of the equipment shelter or items housed therein. Owner's consent shall not be required where the modification is non-structural in nature or involves the replacement of substantially similar equipment.

2. **Term.** This Agreement shall be effective as of the date of execution by both parties ("**Effective Date**"); provided, however, the initial term of this Agreement (the "**Initial Term**") is five (5) years, commencing on the start of construction of the Lessee Facilities or the first (1st) day of the month following the date Lessee is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last ("**Commencement Date**"). In no event shall the Commencement Date occur later than six (6) months after the Effective Date. This Agreement will be automatically renewed for four (4) additional terms (each, a "**Renewal Term**") of five (5) years each, unless Lessee provides Owner notice of its intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. If at the end of the fourth (4th) five (5) year Renewal Term, this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate the Agreement at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for one (1) year terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

3. **Rent.** The Lessee's rental obligation shall become due and owing within sixty (60) days of the Commencement Date. On that date, Lessee shall pay owner a lump sum payment in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) ("**Annual Rent**") as rent for the first year of the Initial Term. Thereafter, the Annual Rent will be paid by Lessee to Owner in advance in equal monthly installments, with the first such installment due on the first anniversary of the Commencement Date and all subsequent installments due by the fifth (5th) day of each month during the remainder of the Initial Term and any Renewal Term(s), and the rent for any partial months will be prorated. On each annual anniversary of the Commencement Date during the Initial Term and any Renewal Term(s), the Annual Rent will increase by four percent (4%) of the Annual Rent payable with respect to the immediately preceding one (1) year term. Lessee shall pay all rent without Owner submitting invoices.

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

5. **Inspections.** Commencing on the Effective Date, Owner, upon reasonable prior notice and consent, shall permit Lessee, and its lessees, licensees and sublessees and its or their respective employees, agents, and contractors during this Agreement, free ingress and egress to the Leased Premises to conduct structural strength analysis, subsurface boring tests, environmental inspections (including Phase I and Phase II audits), radio frequency tests, and such other tests, investigations, and similar activities as Lessee may deem necessary (collectively the "Inspections"), at the sole cost of Lessee. The sequence and timing of the Inspections shall require prior Owner consent giving public safety considerations paramount importance, which consent shall not be unreasonably withheld, conditioned, or delayed. Lessee, its lessees, licensees and sublessees and its or their respective employees, agents, and contractors shall also obtain prior Owner consent to bring the necessary vehicles and equipment onto the Leased Premises to conduct any Inspections, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall indemnify and hold Owner harmless against any loss or damage for personal injury or physical damage to the Leased Premises or the Property, or the property of third parties resulting from any Inspections, unless caused by Owner's or Owner's employees', agents', contractors' and/or subcontractors' gross negligence or willful misconduct. Within thirty (30) days following the written request, Lessee shall furnish to Owner copies of the environmental findings. Prior to the commencement of the Inspections, Lessee shall furnish Owner with the evidence of insurance required under this Agreement.

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

7. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified, return receipt requested and postage prepaid, or when sent via overnight delivery (provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender). Notices to Lessee are to be sent to DISH Wireless, L.L.C., Attn: Lease Administration (MIMIA00263A), 5701 South Santa Fe Dr., Littleton, Colorado 80120. Notices to Owner must be sent to the City of Cooper City, City Manager, 9090 SW 50th Place, Cooper City,

Florida 33328, with a copy to the Office of the City Attorney, Goren, Cherof, Doody & Ezrol, PA Attn: Jacob Horowitz, 3099 E Commercial Blvd. Suite 200, Fort Lauderdale, FL 33308.

8. **Improvements.** Except as otherwise expressly provided in paragraphs 1(h), (i), (j), and (k) above, prior to the substantial alteration or modification to the Lessee Facilities, Lessee may, at its expense and upon prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned, or delayed, make such improvements on the Leased Premises as it deems necessary from time to time for the operation of the Lessee Facilities (the “**Improvements**”). Lessee shall be responsible for any structural modifications to the Lessee Facilities approved by Owner in connection with the Improvements. Owner agrees to reasonably cooperate with Lessee with respect to obtaining any required governmental approvals for the Leased Premises and the Improvements, at no cost to Owner. Lessee is liable for damage to the Leased Premises caused by the Improvements or the installation, removal or replacement thereof.

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

10. **Interference.**

- (a) Lessee agrees to have installed wireless equipment of the type and frequency which will not cause technical interference with other equipment located on the Property as of the Effective Date of this Agreement. Lessee shall operate the Lessee Facilities in compliance with all FCC requirements including those prohibiting interference to communications facilities of Owner’s other lessees or licensees of the Property, provided that the installation and operation of any such lessee or licensee facilities predate the installation of the Lessee Facilities. Lessee understands and agrees that the continuity of Owner’s Public Safety Equipment (as defined in Section 34 of this Agreement) is of paramount importance to Owner. Lessee shall at all times exercise the highest standard of care and judgment to prevent damage to or interference with Owner’s Public Safety Equipment, whether Owner’s equipment predates or postdates the installation of the Lessee Facilities. In the event Lessee desires to add equipment to the Site at any future date pursuant to the terms of this Agreement, Lessee agrees that such future installations shall not cause technical interference problems with other pre-existing equipment then located on the Property.
- (b) Notwithstanding anything to the contrary herein, Owner will not permit or suffer the installation, modification or replacement of any future non-Owner equipment at or on the Property which (a) results in technical interference problems with Lessee’s then existing equipment or (b) encroaches onto the Site. Lessee and Owner agree, within 24 hours after receipt of written notice from the other party, to resolve, at its sole cost and expense, any technical interference arising out of a violation of the provisions of this Paragraph. In the event the interfering party is unable to resolve the technical interference within said 24 hours, unless such interference is caused by Owner’s Public Safety Equipment, the interfering party agrees to power down its communications equipment or portion thereof (or in the case of a subsequent third party collocator interfering with Lessee’s equipment, Owner agrees to use its best efforts to cause third party to power down its communications equipment or a portion thereof) causing said interference until such time as the interference is eliminated; provided, however, the interfering party shall have the right to briefly resume normal

power output of its communications equipment for testing purposes. In the event that the interference is not temporarily cured by powering down the equipment in question, then the interfering party must shut down all power to the equipment causing the interference. Owner and Lessee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and therefore, either party hereto shall have the right to specifically enforce the provisions of this Paragraph in a court of competent jurisdiction. Notwithstanding anything to the contrary in this Agreement, Owner does hereby reserve any and all rights under Federal and State law regarding interference from Lessee's equipment.

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

12. **Termination.**

- (a) Unless otherwise set forth herein, this Agreement may be terminated without further liability on thirty (30) days prior written Notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Owner and/or Lessee if Lessee does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Lessee Facilities beyond any applicable appeals period; or (iii) by Lessee if Lessee is unable to occupy and utilize the Leased Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Lessee if any environmental report for the Property reveals the presence of any Hazardous Material after the Commencement Date; or (v) by Lessee if Lessee determines that the Leased Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.
- (b) Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default, or such termination results from Lessee's interference with Owner's Public Safety Equipment, or Owner's interference with Lessee's Facilities, failure of Lessee to obtain or maintain necessary permits or approvals for the operations of Lessee's Facilities despite best effort to do so or a take back of frequencies by the FCC. In each such event Lessee shall receive a prorated reimbursement of said prepaid rent. All prepaid consideration paid by Lessee will be retained by the Owner.

13. **Liability and Indemnity.**

- (a) Except for Losses which arise out of or are due to the negligence or willful misconduct of Owner, Lessee shall indemnify, defend and hold Owner harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the negligence or willful misconduct of Owner or its agents, commissioners, employees, contractors or subcontractors in or about the Property. The duties described in this Paragraph 13 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.
- (b) Lessee, at its sole expense, shall defend Owner in any third party action against Owner arising out of the terms and conditions of this Agreement.

14. **Hazardous Substances.**

- (a) As of the Effective Date of this Agreement: (1) Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (2) Owner hereby represents to the best of its knowledge (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Owner from, and Owner has no knowledge that notice has been given to any predecessor owner or operator of the Property by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law.
- (b) Without limiting Paragraph 13, Owner and Lessee shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, reasonable attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 14 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Lessee, from operations in or about the Property by Lessee or Lessee's agents, employees, contractors or subcontractors, and in the case of Owner, from the ownership or control of, or operations in or about, the Property by Owner or Owner's predecessors in interest and their respective agents, employees, contractors, subcontractors lessees, guests or other parties. Lessee acknowledges that Owner is a municipal corporation, and that, to the extent applicable, it does not waive sovereign immunity, and the limits of liability thereunder, as well as limitations on indemnification, as set forth in Section 768.28, Florida Statute, and other applicable state laws. The Provisions of this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.
- (c) "**Hazardous Material**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat

to health, safety, property, or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

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

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

16. **Insurance.**

- (a) Lessee, at Lessee’s sole cost and expense, shall procure and maintain commercial general liability (“**CGL**”) insurance covering bodily injury and property damage with a combined single limit of at least Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee’s use of the Leased Premises, all as provided for herein. The City of Cooper City, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives are included as an Additional Insured on a Primary and Non-Contributory basis. A blanket Waiver of Subrogation is included where permissible by law. In the event of cancellation by the Insurance Company the General Liability, Automobile Liability, Workers’ Compensation & Employers Liability, and Professional Liability policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the Certificate Holder if required by written contract. Policies do not contain a severability of interest or cross liability exclusion. Within thirty (30) days following the Effective Date, Lessee shall provide Owner with a certificate of insurance (“**COI**”) evidencing the coverage required by this Paragraph 16. The aforesaid insurance may be provided through the combination of Lessee’s primary and excess/umbrella policies.
- (b) Workers’ Compensation Insurance - Company shall provide coverage for its employees with statutory workers’ compensation limits, and no less than \$500,000 for Employers’ Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials. All policy endorsements must be submitted along with the Certificate of Insurance.

17. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein leased as reasonably determined by the parties within thirty (30) days of the condemnation date, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rent shall be accounted for as between Owner and Lessee as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Owner and Lessee hereunder, provided however, in the event of any condemnation of the Property, Lessee may terminate this Agreement upon fifteen (15) days written notice to Owner if such condemnation may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than thirty (30) days. Lessee may on its own behalf make a claim to the condemning party in any condemnation proceeding involving the Leased Premises, including but not limited to losses related to the Lessee Facilities, its relocation costs and its damages and losses including its leasehold interest, however, such claims shall not in any way affect or reduce the underlying claims of the Owner to the condemning party. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

18. **Maintenance.**

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

- (c) If Lessee fails to commence the Repairs as specified in this Paragraph, which default is not cured by Lessee in accordance with Paragraph 12 above, Owner may commence the repairs and use, apply or retain all or party of the Security Fund, as depicted in Paragraph 23 below, to reimburse Owner for any loss, damage or expense incurred by Owner for Lessee's uncured default of Repairs. Prior to invading the Security Fund, Owner shall provide Lessee thirty (30) days written notice of Owner's intent to invade the Security Fund and the date and amount of such intended invasion together with written documentation of the loss, damage or expense for which Owner seeks reimbursement from the Security Fund.
- (d) Owner agrees to reasonably cooperate with Lessee in the event Lessee determines, that it needs to make repairs to the Fence or its equipment on the Tower, which would require temporary removal of Owner's communications equipment, subject to the following conditions: (i) Lessee shall provide at least thirty (30) days prior written notice to Owner of the need to make any such repairs, which notice shall give details of the type of repairs that will occur (the "Notice"), provided, however, in the event of any repair work necessitated by events beyond Lessee's control or required to meet regulatory requirements and for which Lessee is unable to give said thirty (30) day prior notice, Lessee agrees to give Owner notice as soon as reasonably practical under the circumstances; (ii) Lessee, or its contractors, at Lessee's sole cost and expense, shall temporarily remove and relocate all communications equipment as may be necessary to accommodate the repairs by Lessee, to a substitute location specified by Owner, if available, which substitute location is sufficient to meet Lessee's coverage and engineering needs and is economically reasonable to Lessee in its reasonable discretion, and (iii) in the event Lessee's communications equipment located on the Tower or on the ground adjacent to the Tower must be temporarily relocated, Lessee will have the right to use a temporary transmission site or cell on wheels ("COW") on the Owner's Property at a location sufficient to meet Lessee's coverage and engineering needs and as reasonably agreed upon by the parties. Rent shall abate for the period of time beyond the initial seven (7) calendar days that Lessee is unable to operate its Lessee Facilities due to such repairs including during the period Lessee's equipment is being relocated to or from the COW. Lessee shall continue to pay rent to Owner as required herein during such relocation. The placement of any temporary transmission facilities shall be subject to Owner's prior written consent and all other necessary government approvals in accordance with the Owner's zoning and land use codes, administrative code, ordinances, rules and regulations. As a condition of this privilege to utilize a COW, the Owner shall have the option to collocate its Public Safety Equipment on that COW at no cost to the Owner provided that the COW is structurally capable of supporting the Owner's Public Safety Equipment (taking into account Lessee's equipment to be installed thereon) which Lessee shall determine in its sole but reasonable discretion. Lessee agrees to diligently and in good faith undertake and complete the repairs as expeditiously as possible in order to minimize the period of time that Lessee's, Owner's and/or third party co-locator's communications equipment needs to be relocated. Lessee and Owner shall both be afforded the opportunity and sufficient time to install temporary communications equipment in alternative locations on the Property prior to removing their existing communications equipment to ensure that they have continuous coverage. Under no circumstances will Lessee or anyone acting on its behalf attempt to move, relocate or remove any communications equipment of Owner without prior notification to Owner.

19. **Future Expansion.** If additional land is requested beyond the area of one hundred fifty (150) square feet, a formal plan must be presented to and approved by Owner. If the plan is approved by Owner, Owner agrees to set the rental rate for the expanded area equal to the current escalated dollar per square foot rate that Owner is receiving from Lessee at the time of the approval.

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

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

22. **Cost Recovery.** Lessee shall pay Owner a one (1) time fee in the amount of One Thousand and 00/100 Dollars (\$1,000.00) to defray Owner's costs associated with the administrative review of this Agreement, which is a condition precedent to Lessee's use of the Premises ("**Site Development Fee**"). Lessee shall pay the Site Development Fee to Owner within sixty (60) days following the full execution of this Agreement.

23. **Security Fund.** Within thirty (30) days of the Commencement Date, Lessee shall obtain a security bond in the amount of Twenty Thousand Dollars (\$20,000.00), in a form reasonably acceptable to the City and naming the City as the obligee thereunder. The security bond shall be used to ensure Lessee's faithful performance of and compliance with all provisions of this Agreement, and other applicable law, including the payment by the Lessee of any claims, liens, fees, fines or taxes due the Owner. Neither the posting of any form of security fund with the Owner, nor the receipt of any damages recovered by the Owner thereunder, shall be construed to excuse faithful performance by the Lessee or limit the liability of the Lessee under the terms of this Agreement for damages, either to the full amount of the fund or otherwise. Lessee shall maintain such security bond throughout the term of this Agreement, and upon written request of Owner, Lessee shall provide evidence that such security bond is being maintained by Lessee. Owner agrees to provide Lessee with advance written notice of thirty (30) business days prior to accessing the security bond. In the event the Owner withdraws funds from the bond, Lessee will provide supplemental funds to maintain the amount of security required herein.

24. **Additional Consideration.** As additional consideration, on or before the Commencement Date of this Agreement, Lessee shall pay to Landlord a one time capital contribution payment in the amount of Five Thousand and 00/100 Dollars (\$5,000.00). Owner agrees to use such money for the maintenance and/or improvements to Owner's Property including, but not limited to landscaping, aesthetics, functionality and beautification of Owner's Property. Lessee and Owner acknowledge that this is a one-time payment for the maintenance and/or improvements to Owner's Property for the Initial Term of the Agreement and any subsequent Renewal Term(s).

25. **Late Fees.** Lessee shall pay Owner a late payment charge equal to five (5%) percent of the overdue amount for any payment not paid within ten (10) business days of its due date. Any amounts not paid

within ten (10) business days of its due date shall also bear interest until paid at the lesser of the rate of twelve (12%) percent per month or the highest rate permitted by law.

26. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Leased Premises is located; (c) if requested by Lessee, Owner agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in a form attached hereto as Exhibit C; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties with respect to the subject matter hereof, (e) any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to who it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expense from the non-prevailing party, including all costs and expenses incurred through all appeals, (h) the failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity, and (i) the captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement and they shall not affect or be utilized in the construction or interpretation of the Agreement.

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

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

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

30. **Casualty.**

- (a) In the event of damage by fire or other casualty to the Leased Premises that cannot reasonably be expected to be repaired within thirty (30) days following same or, if the Leased Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than thirty (30) days, then Lessee may at any time following such fire or other casualty, terminate this Agreement upon fifteen (15) days written notice to Owner. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of the date of such casualty, with respect to payments due to the other under this Agreement.
- (b) In the event of casualty, or total destruction of the Lessee Facilities, Owner agrees to use its reasonable efforts to permit Lessee to place a COW and/or other temporary transmission facilities on the Property until such time as Lessee is able to secure a replacement transmission location for the Lessee Facilities. The placement of any temporary transmission facilities shall be subject to Owner's prior written consent and all other necessary government approvals in accordance with the Owner's zoning and land use codes, administrative codes, ordinances, rules and regulations. Lessee agrees that it will use its reasonable efforts to avoid interfering with Owner's efforts to redevelop the Property arising out of such casualty or total destruction. Notwithstanding the foregoing, all rental payments shall abate during the period of such fire or other casualty, so long as the fire or other casualty is not the fault of the Lessee.

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

32. **Survival.** The provisions of the Agreement relating to indemnification from one party to the other party shall survive termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

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

- (a) Owner waives any lien rights it may have concerning the Lessee Facilities, all of which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time, subject to all other applicable provisions of this Agreement without Owner's consent.
- (b) Owner acknowledges that Lessee has entered into or may in the future enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities ("**Collateral**") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Owner (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and

that such Collateral may be removed, subject to all other applicable provisions of this Agreement at any time without recourse to legal proceedings.

34. **Owner's Public Safety Equipment.** Subject to the interference provisions set forth in Section 10 herein, Lessee acknowledges and agrees that Owner has reserved the right at its sole cost and expense, to place on the Tower communications equipment necessary to link Owner's Fire, Police, Community Service and Public Works/Utilities departments to Owner's central LAN hub (hereinafter said equipment is referred to as "**Owner's Public Safety Equipment**") located at a location on the Tower as provided in the Tower Agreement. After the initial installation of Owner's Public Safety Equipment, Owner shall be solely responsible for all costs and expenses relating to the operation, repair, maintenance and replacement of Owner's Public Safety Equipment, including, without limitation, its utility service charges.

35. **Public Records.**

35.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The Lessee, and any sublessees, or assignees shall comply with Florida's Public Records Law. Specifically, the Lessee, and any sublessees or assignees (for purposes of this section "Lessee") shall:

35.1.1 Keep and maintain public records required by the Owner, and any records pertaining to the Leased Premises, Tower, or Tower users;

35.1.2 Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

35.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Lessee shall destroy all copies of such confidential and exempt records remaining in its possession after the Lessee transfers the records in its possession to the Owner; and

35.1.4 Upon completion of the contract, Lessee shall transfer to the Owner, at no cost to the Lessee, all public records in Lessee's possession. All records stored electronically by the Lessee must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

35.2 The failure of Lessee to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the Owner may terminate the Agreement.

**IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,
FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCityFL.org**

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Cooper City through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2023; and _____ authorized to execute same, through its _____.

CITY OF COOPER CITY, through its City Commission

ATTEST:

City Clerk

By: _____
Mayor
_____ day of _____, 2023

By: _____
City Manager
_____ day of _____, 2023

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

By: _____
City Attorney
_____ day of _____, 2023

DISH WIRELESS L.L.C., a Colorado limited liability
company authorized to do business in the State of Florida

By: _____
Title: _____

Dave Mayo
Executive VP
DISH Wireless

Print Name
23rd day of *August*, 2023

WITNESSES:

Jenna Gehring
Print Name *Jenna Gehring*

Samantha McCall
Print Name *Samantha McCall*

Bryce Thomas
Print Name *Bryce Thomas*

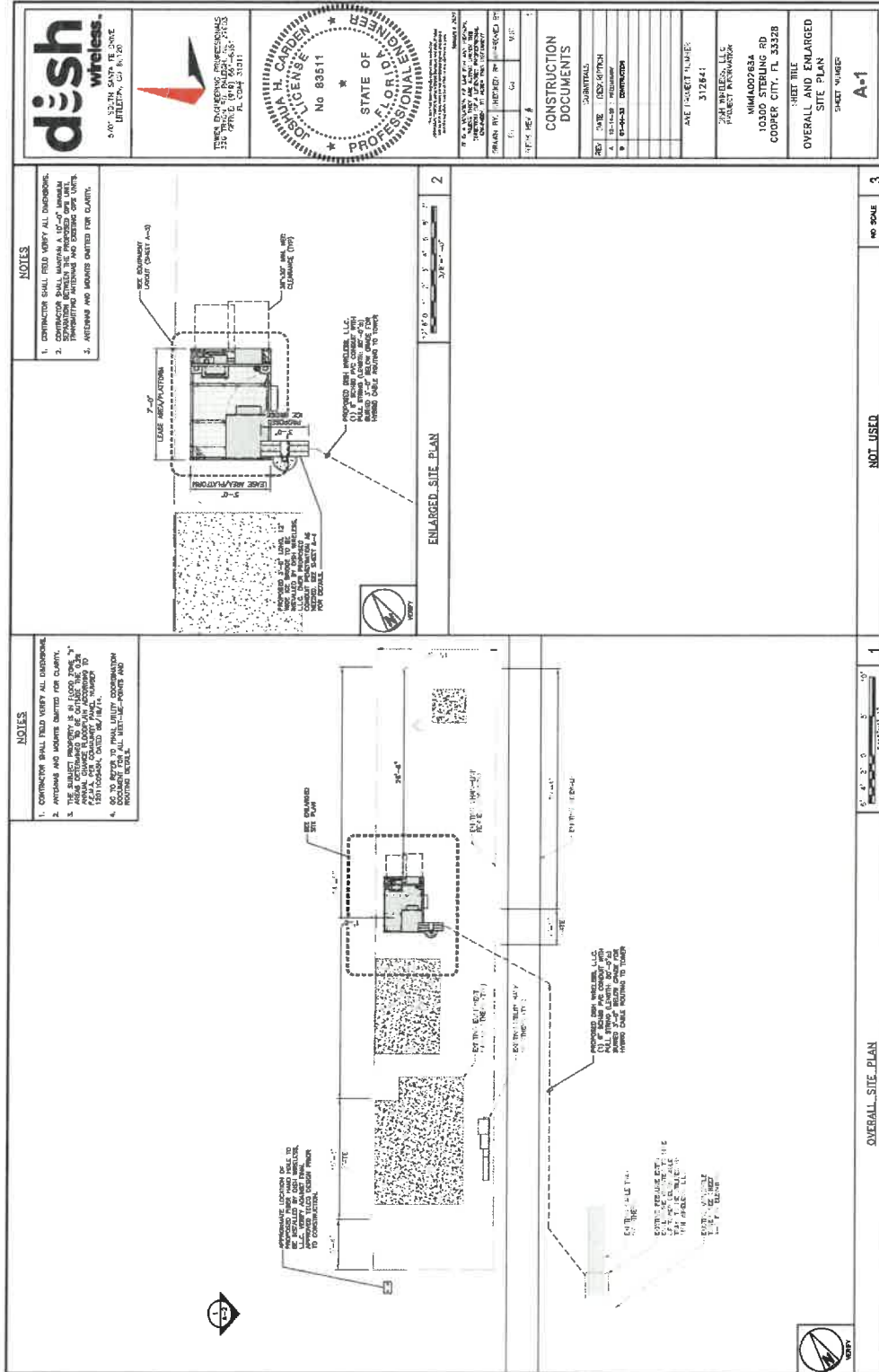
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A parcel of land described as Parcel A of the Cooper City Municipal Facility as filed in Plat 140/32, Cooper City, Broward County, Florida. Formerly known as Tracts 1-7 of the Everglades Sugar and Land Co. Subdivision, located in Section 6, Township 51 South, Range 41 East, Cooper City, Florida.

EXHIBIT B

SURVEY AND/OR SITE PLAN



JOSEPH H. GARDNER
LICENSE NO. 83511
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DATE: 05/20/2014
PROJECT: MIMIA00263A
SHEET: 1 OF 1

REV	DATE	BY	DESCRIPTION
1	05-20-14	JHG	CONSTRUCTION DOCUMENTS

PROJECT NUMBER: 312841
PROJECT NAME: MIMIA00263A
PROJECT ADDRESS: 10300 STERLING RD
PROJECT CITY: COOPER CITY, FL 33328

SHEET TITLE: OVERALL AND ENLARGED SITE PLAN
SHEET NUMBER: A-1

- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM CLEARANCE FROM ALL EXISTING AND PROPOSED TRANSMITTING ANTENNAS AND EXISTING OR NEW WIRELESS EQUIPMENT.
 3. ANTENNAS AND MOUNTS LIMITED FOR CLARITY.

NOT USED

- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. ANTENNAS AND MOUNTS LIMITED FOR CLARITY.
 3. THE SUBJECT PROPERTY IS IN LOCAL ZONE "L-1" AND IS SUBJECT TO THE LOCAL ZONE "L-1" REGULATIONS. THE LOCAL ZONE "L-1" REGULATIONS REQUIRE THE ANTENNAS TO BE 150' TALL AND THE MOUNTS TO BE 150' TALL.
 4. GO TO WEBSITE TO VERIFY ALL DIMENSIONS AND RECORDING DETAILS.

NOT USED

EXHIBIT C

FORM OF MEMORANDUM OF SITE LEASE AGREEMENT

Upon Recording, Return to:

DISH Wireless L.L.C.

Attention: Lease Administration

5701 S. Santa Fe Dr.

Littleton, CO 80120

Re: [DISH SITE ID]

(Space above for Recorder's Office)

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement ("**Memorandum**") is made this ___ day of _____, 20__, by the City of Cooper City, a Florida municipal corporation, with an address of 9090 SW 50th Place, Cooper City, Florida 33328 ("**Owner**" and DISH Wireless L.L.C., a Colorado limited liability company ("**Lessee**"), having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112. Lessee and Landlord are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**". This Memorandum is summarized as follows:

1. Lessee and Owner entered into a Site Lease Agreement ("**Agreement**") with an effective date of _____, 20__, for the purpose of installation, operation, maintenance, and management of a wireless communications facility. All of the foregoing, in addition to the provisions set forth in the Agreement between the Parties, are incorporated by reference and made a part herein.
2. Owner is the owner of a certain portion of real property located at _____ being more particularly described in **Exhibit A**, attached hereto and made a part herein (the "**Property**").
3. Owner has leased to Lessee and Lessee has leased from Owner, ground space for Lessee's ground equipment installation on the Property in the locations as described or depicted in **Exhibit B**, attached hereto and made a part hereof (the "**Leased Premises**"), that includes certain right of ways or grants of easements for access and utilities as provided in the Agreement (which may or may not be described or depicted in **Exhibit B**) which easements are in effect, or may be acquired, or granted, throughout the term

of the Agreement as renewed or extended subject to the terms and conditions as set forth in the Agreement.

4. The Agreement has an Initial Term of sixty (60) months commencing on the Commencement Date, as set forth in the Agreement. The Initial Term shall automatically be extended for up to four (4) additional terms of sixty (60) months each unless Lessee elects not to extend the Agreement in the manner as prescribed in the Agreement.
5. Duplicate copies of the originals of the Agreement are in the possession of the Owner and Lessee at the addresses set forth above and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.
6. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum is to give record notice of the Agreement; it being distinctly understood and agreed that said Agreement constitutes the entire agreement between Owner and Lessee with respect to the Leased Premises and is hereby incorporated by reference. The Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. The rights and obligations set forth in the Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

[Reminder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Site Lease Agreement as of the day and year last written below.

OWNER:

City of Cooper City,

LESSEE:

DISH Wireless L.L.C.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

[Reminder of page intentionally left blank. Acknowledgement page follows.]

OWNER'S ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____(person/company) to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said _____(company), for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

Commission No: _____

LESSEE'S ACKNOWLEDGMENT

STATE OF _____)

) SS:

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____ of DISH Wireless L.L.C. to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said **DISH Wireless L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

Commission No: _____

EXHIBIT A

Legal Description of the Property

Property Address:

Parcel Identification Number:

Legal Description of the Property:

EXHIBIT B

Leased Premises

[Insert Site Plan]