

FIRST AMENDMENT TO LEASE AGREEMENT  
(BU 811572)

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made effective this 29 day of September, 2015, by and between the TOWN OF LAKE PARK, a Florida municipal corporation ("Town"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, and the successor by merger with BellSouth Personal Communications LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of Bellsouth Carolinas PCS, L.P., a Delaware limited partnership ("Tenant").

WHEREAS, Town and Bellsouth Mobility Inc., a Georgia corporation ("Bellsouth"), entered into a Lease Agreement dated August 1, 1994 (as amended and assigned, the "Agreement"), and recorded in Book 8391, Page 594 in the Office of the Clerk of Circuit Court of Palm Beach County ("Clerk's Office"), whereby Town leased to Bellsouth a portion of land being described as a 35 feet by 65 feet (2,275 square feet) portion of that property (said leased portion being the "Property") located at 700 6th Street (Tax Parcel #36-43-42-20-01-061-0250), Lake Park, Palm Beach County, State of Florida, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, Tenant is the successor-in-interest in the Agreement to Bellsouth; and

WHEREAS, the Agreement has an original term, including all extension terms, that will expire on August 9, 2019 ("Original Term"), and Town and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Town and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Section 4B of the Agreement is amended by replacing "four (4)" with "eight (8)", thereby adding four (4) additional five (5)-year extension terms to the Agreement beyond the Original Term, and extending its total term to August 9, 2039, unless sooner terminated as provided in the Agreement.

3. Section 4C of the Agreement is amended by adding the following to the end thereto:

Notwithstanding the foregoing, commencing on August 10, 2015, the annual rental fee shall no longer increase by four percent (4%) annually. Instead, commencing on August 10, 2015, and every year thereafter (each an "Adjustment Date"), the annual rental fee shall increase by an amount equal to three percent

Site Name: AARB BRA110  
BU: 811572  
Fixed Asset # 10023543  
PPAB 2660395v1

- 1 -

By: (Initials) MT Date 10/05/15 Doc Type 1  
BUN: 811572 Lease/Lic 38601

(3%) of the annual rental fee in effect for the year immediately preceding the Adjustment Date.

4. Section 4D of the Agreement is amended by replacing "fourth (4th)" in each place it appears with "eighth (8th)", and by replacing "four (4%) per cent" with "three percent (3%)".

5. On the first day of the second full month following full execution of this First Amendment, the annual rental fee shall increase to Thirty Five Thousand Four Hundred and No/100 Dollars (\$35,400.00) per year. Following such increase, the annual rental fee shall continue to adjust pursuant to the terms of the Agreement as amended by Section 3 of this First Amendment.

6. Section 4E of the Agreement is amended to replace "fourth (4<sup>th</sup>)" with "eighth (8<sup>th</sup>)".

7. Section 5 of the Agreement is amended by replacing the second sentence with the following:

Notwithstanding anything in this Agreement to the contrary, TENANT and its sublessees and licensees shall have the right to modify, alter, add, replace, remove and maintain wireless communications facilities located within the Property without the consent or approval of TOWN. TENANT shall provide written notice to TOWN within sixty (60) days after any such modification, alteration, addition, replacement or removal to the wireless communications facilities is completed.

8. Section 16 of the Agreement is amended by deleting Tenant's notice address and inserting the following:

Tenant: AT&T Network Real Estate Administration  
Re: 10023543  
Suite 13-F West Tower  
575 Morosgo Drive  
Atlanta, Georgia 30324

With a copy to: AT&T Legal Department- Network  
Attn: Network Counsel  
Re: 10023543  
208 S. Akard Street  
Dallas, Texas, 75202-4206

With a copy to: Crown Castle South LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Legal-Real Estate Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317-8564

9. The Agreement is amended by adding a new Section 26 to the end thereto:

26. If TOWN receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring TOWN'S interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or TOWN'S interest in this Agreement, or an option for any of the foregoing, TOWN shall provide written notice to TENANT of said offer, and TENANT shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine TENANT'S possessory or economic interest in the Property. If TOWN'S notice covers portions of TOWN'S parent parcel beyond the Property, TENANT may elect to acquire an interest in only the Property, and the consideration shall be pro-rated on an acreage basis. TOWN'S notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of TOWN'S parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the TOWN'S notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If TENANT does not exercise its right of first refusal by written notice to TOWN given within thirty (30) days, TOWN may convey the property as described in the TOWN'S notice. If TENANT declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and TENANT'S right of first refusal shall survive any such conveyance. TENANT shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after TENANT'S receipt of TOWN'S notice and the assignment shall be effective upon written notice to TOWN.

10. The Agreement is amended by adding a new Section 27 to the end thereto:

27. TENANT shall have the right to sublease or license use of the Property without the consent or approval of TOWN. TENANT shall provide written notice to TOWN of any new subleases or licenses within sixty (60) days after such sublease or license is fully executed.

11. If at any time prior to August 9, 2019: (a) Tenant exercises any of Tenant's rights to terminate the Agreement, or (b) Tenant elects not to renew the Agreement, Tenant shall pay a termination fee ("Termination Fee") equal to the amount of rent that Tenant would have owed to Town under this Agreement, as amended, between the date of such early termination or election not to renew, as the case may be, and August 9, 2019. The Termination Fee will be due and payable in the same manner and on the same dates set forth in this Agreement. Notwithstanding

the foregoing, Tenant will be released from any and all of its obligations under the Agreement as of the effective date of such termination and shall not be required to pay the Termination Fee if Tenant terminates the Agreement due to a Town default.

12. In addition to the rent currently paid by Tenant to Town pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Property, if, after full execution of this First Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Future Subtenant"), Tenant agrees to pay to Town fifty percent (50%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Tenant) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Town of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Property and there shall be no express or implied obligation for Tenant to do so. Town acknowledges that Town shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that (i) revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Property prior to execution of this First Amendment shall be expressly excluded from the Additional Rent and Town shall have no right to receive any portion of such revenue; and (ii) any payments made between or among Tenant and Crown Castle South LLC, a Delaware limited liability company, or their parents, affiliates, successors and/or assigns shall be expressly excluded from the provisions of this Section and Town shall have no right to receive any portion of such payments.

13. As further consideration for the Additional Rent as set forth in Section 12 of this First Amendment, during the term of the Agreement Tenant shall have the irrevocable option ("Option") to lease up to a maximum of 2,000 square feet of real property adjacent to the existing Property at a location to be determined at Tenant's sole discretion ("Additional Lease Area") on the same terms and conditions set forth in the Agreement. Tenant may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this First Amendment. If Tenant elects to exercise the Option, the Additional Lease Area shall also be subject to the Section 12 revenue sharing provision. Tenant may exercise the Option by providing written notice to Town at any time; provided, however, that following Tenant's delivery of notice to Town, Tenant may at any time prior to full execution of the Additional Lease Area Documents withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Within thirty (30) days after Tenant's exercise of the Option, Town agrees to execute and deliver an amendment to the Agreement, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area ("Additional Lease Area Documents"). In addition, within thirty (30) days after Tenant's exercise of the Option, Town shall obtain and deliver any documentation

necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Lease Area to Tenant's satisfaction.

14. Once per calendar year, Town may submit a written request to Tenant for a business summary report pertaining to Tenant's rent obligations for the prior twelve (12) month period, and Tenant shall provide such written accounting to Town within sixty (60) days after Tenant's receipt of such written request.

15. If requested by Tenant, Town will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Town agrees to be named applicant if requested by Tenant. Town shall be entitled to no further consideration with respect to any of the foregoing matters.

16. Representations, Warranties and Covenants of Town. Town represents, warrants and covenants to Tenant as follows:

(a) Town is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Town's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, Town owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Town shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(d) Upon Tenant's request, Town shall cure any defect in Town's title to the Property which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Property.

(e) Tenant is not currently in default under the Agreement, and to Town's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) Town agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

17. IRS Form W-9. Town agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new landlord. Town's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.


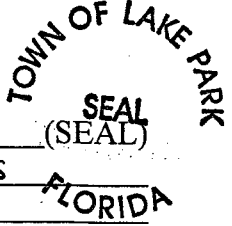
18. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This First Amendment supersedes that certain Letter Agreement by and between Town and Tenant dated November 24, 2014, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Town and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

TOWN:

TOWN OF LAKE PARK,  
a Florida municipal corporation

By:    
Print Name: James DuBois  
Title: Mayor

IN WITNESS WHEREOF, Town and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

TENANT:

NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation,  
a Delaware corporation  
Its: Manager

By:  (SEAL)  
Nellie Jabbari  
Area Manager Real Estate Transactions



**RESOLUTION NO. 25-09-15**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT 1 TO THE LEASE AGREEMENT WITH CROWN CASTLE SOUTH, LLC. FOR ADDITIONAL EXTENSION TERMS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, pursuant to its proprietary functions and authority, the Town owns and the property at 700 6<sup>th</sup> Street; and

**WHEREAS**, Crown Castle South LLC. (Crown Castle) has negotiated with the Town Manager an amendment to the existing lease; and

**WHEREAS**, the Town Manager has negotiated the terms the Amendment 1 with Crown Castle to amend the Agreement by replacing "four (4)" additional five (5)-year extension terms with "eight (8)" additional five (5)-year extension terms thereby adding four (4) additional five (5)-year extension terms to the Agreement beyond the Original Term, and extending its total term to August 9, 2039 unless sooner terminated as provided in the Agreement; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it enter into an Amendment 1 Lease Agreement with Crown Castle.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the Amendment 1 to the Lease Agreement with Crown Castle. A copy of the Amendment 1 Lease Agreement is attached hereto and incorporated herein as Exhibit "A".

**Section 3.** This Resolution shall be effective upon adoption.

Certification  
I, Vivian Mendez, Clerk of the Town of Lake Park, Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town. Witness my hand and the Official Seal of the Town of Lake Park, Florida, this 13<sup>th</sup> day of September, 2015.  
Vivian Mendez  
Town Clerk

The foregoing Resolution was offered by Commissioner O'Rourke, who moved its adoption. The motion was seconded by Commissioner Rapoza and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	<u>  </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u>  </u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u>  </u>
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	<u>  </u>
COMMISSIONER KATHLEEN RAPOZA	<u>/</u>	<u>  </u>

The Town Commission thereupon declared the foregoing Resolution NO. 25-09-15 duly passed and adopted this 2 day of September, 2015.

Certification  
I, Vivian Mendez Clerk of the Town of Lake  
Florida, do hereby certify that the foregoing is a true  
and correct copy of the original instrument as contained  
in the official records of the Town. Witness my hand and the  
Official Seal of the Town of Lake Park This  
day of September, 2015  
Town Seal  
Vivian Mendez  
Town Clerk

TESTE:  
NMOL

TOWN OF LAKE PARK, FLORIDA

BY: James Dubois  
JAMES DUBOIS  
MAYOR

Vivian Mendez  
VIVIAN MENDEZ  
TOWN CLERK  
TOWN OF LAKE PARK  
SEAL  
(TOWN SEAL)  
FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas J. Baird  
THOMAS J. BAIRD  
TOWN ATTORNEY

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RECITALS:

2. TOWN hereby leases to TENANT that certain parcel of real property, containing approximately 2,275 square feet, situated adjacent to the Town's Police Station located at 700 6th Street, Town of Lake Park, Palm Beach County, State of Florida, together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a Twenty foot (20') wide nonexclusive ingress-egress access extending from adjacent TOWN public property to the leased parcel, said leased parcel and nonexclusive access being substantially as described herein in Exhibit "A" and as shown enclosed within red lines on Exhibit "A" attached hereto. Said leased parcel and nonexclusive access shall be hereinafter referred to as "Property". TOWN shall cooperate with TENANT in TENANT's effort to obtain utility services along said access by signing such documents or

easements as may be required by said utility companies. In the event any public utility is unable to use the aforementioned access, the TOWN hereby agrees to grant an alternative nonexclusive access or utility easement either to the TENANT or to the public utility at no cost to the TENANT.

3. TOWN also hereby grants to TENANT the right to survey said Property, and the legal description on said survey shall then become Exhibit "B", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". TENANT agrees to submit said survey to TOWN for its approval, which approval shall not be unreasonably withheld. TOWN shall approve or object to said survey within twenty (20) business days from receipt or said survey shall be deemed to be approved by TOWN. TOWN grants TENANT the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed by TENANT to be relevant and pertinent, as such information relates to TOWN's real property, leased or otherwise abutting or surrounding the Property. Cost for such survey work shall be borne by the TENANT.

4. This Agreement shall be for an initial term of five (5) years commencing on the date the Building Permit is issued to TENANT. Consideration for the initial term and all extensions thereof shall be provided by TENANT as follows:

A. TENANT, at TENANT's expense, shall construct and maintain a 125' free standing monopole structure, and permit TOWN to utilize a portion of this monopole structure, all at no expense to TOWN, as is provided herein. During the initial five year term and the first five year extension term of this Agreement, TOWN shall be paid NO annual rental fee (\$000.00) from TENANT. In lieu thereof:

i) a. TENANT shall allow TOWN, without charge, to locate on said monopole structure its municipal antennas for public service communication purposes. TOWN shall be permitted to locate on the monopole structure two (2) antennas, (Decibel 224 or equivalent with an antenna bracket configuration that separates these antennas by a horizontal distance of 8 feet) located at about 100 ft. elevation AGL, with such equipment and related cables satisfactory to TOWN and as approved by TENANT, with such approval not to be unreasonably withheld. TOWN shall provide TENANT upon execution of this Agreement an exact description of all antennas, equipment and height for the installation for current and future use anticipated by TOWN and such equipment list shall be specifically identified and attached hereto and become Exhibit "C", and made a part hereof. TOWN may modify its above described antennas on said monopole structure, provided TOWN 1) notifies TENANT of such scheduled modification; 2) TOWN's antennas do not conflict with TENANT's antennas and equipment; and 3) the wind load and structural capacity of said replacement antennas are substantially the same or less than the above described antennas.

The cost of said equipment and maintenance thereof shall be the TOWN's responsibility. TOWN, or its contractors, shall perform said modification and maintenance in a workmanlike manner and all work is to be done in a manner reasonably consistent with TENANT's high quality construction standards. Prior to the commencement of any modification or maintenance work TOWN shall submit detailed plans of the work to be performed by TOWN for its approval and TENANT shall have the option to approve TOWN's contractor prior to any modification or maintenance that will require access to the structure, such approval shall not be unreasonably withheld and shall be forthcoming within twenty (20) business days from receipt of TOWN's request by TENANT. Notwithstanding the foregoing, for emergency purposes only, TOWN agrees to submit a contractor to TENANT for TENANT's advance approval. TOWN agrees to utilize this approved contractor in cases of emergencies. In the event of an emergency, TOWN's approved contractor may access the structure for the purpose of repairing any damage and restoring the TOWN's equipment to its original working order. TOWN agrees to provide TENANT with after the fact notice within 24 hours of any such emergency.

b. TENANT agrees to install the TOWN's antennas, antenna brackets and all necessary mounting hardware, as well as, a single point grounding network and a top mounted dissipation array, at its expense. Upon securing prior written approval from TENANT, TOWN may attach to the grounding network at a point, reasonably acceptable to both TOWN and TENANT, to obtain maximum lightning damage protection.

c. If TENANT should desire to relocate TOWN's antennas on the monopole structure, TENANT shall be permitted as long as it performs all necessary work, at its expense.

ii) TENANT shall remove the existing LP gas 70 KW generator and fuel tank and install a new diesel fuel, propane or gasoline generator (specifications and the specific type to be determined by TOWN) with a minimum 70 KW capacity and make same available to the TOWN for the mutual use of TOWN and TENANT. As a part of this installation, TENANT shall install and pay for any necessary service upgrades that may be required to accommodate the installation and utilization of a larger generator; install a fuel tank acceptable to TOWN and of sufficient size to accommodate a minimum 7 day run time, and; enclose the tank or otherwise make the appearance of the tank reasonably acceptable to the TOWN. TOWN agrees to maintain the generator. If said generator is utilized by TENANT in an emergency situation, TENANT agrees to reimburse TOWN for its pro rata share of fuel.

iii) TENANT agrees to construct a new unmanned equipment building, to be attached to the existing store room/generator room, necessary for its use that substantially matches the building trim and the building type and exterior finish, including but not

limited to, the installation of the mansard tile roof on the new improvements as well as the existing building, (the sallyport and the store room/generator room of the existing police station). TENANT agrees that once the Certificate of Occupancy has been issued by the TOWN, it will not make any modifications to the exterior building space without TOWN's prior approval; notwithstanding, both TOWN and TENANT agree that this provision is not intended to require the TOWN's prior approval to perform maintenance on the exterior building space.

iv) Title to the improvements and equipment referenced in paragraphs ii) and iii) above, shall vest with the TOWN upon the installation and completion thereof by TENANT.

v) TENANT agrees, at no cost to TOWN, when requested by the TOWN, to provide TOWN during an emergency with a maximum of six (6) portable cellular telephones to be used by TOWN only during the emergency conditions and exclusively for the TOWN's emergency preparedness operation, pursuant to the letter agreement set out in Exhibit "D", attached hereto and make a part hereof.

vi) If TOWN should elect to utilize TENANT's cellular system, now or any time during the term of this Agreement, TENANT agrees to offer TOWN its preferred current "State Bid Rate for Governmental Accounts" or the equivalent rate if another cellular provider (other than TENANT) should subsequently obtain the State Contract for Cellular Service to the State of Florida.

vii) TENANT agrees to pay TOWN, upon final execution of this Agreement and the issuance of a Building Permit to TENANT, a one time lump sum payment of NINETY THOUSAND and no/100 DOLLARS (\$90,000.00). Prior to the actual payment, said lump sum amount shall be reduced by the actual cost of a replacement generator unit established and prescribed by TOWN that is actually installed by TENANT for TOWN's benefit and use, as provided in paragraph 4.A.ii), above.

B. TENANT shall have the option to renew this Agreement for four (4) additional five (5) year terms, and such extensions shall automatically occur providing TENANT is not in default of this Agreement or unless TENANT gives TOWN written notice of its intention not to extend this Agreement at least six (6) months prior to the end of the current term.

C. Commencing with the second (2nd) five year extension term (the eleventh year of this Agreement), TOWN shall be paid an annual rental fee payment of Twelve Thousand and no/100 Dollars (\$12,000.00), plus sales tax, if applicable. The initial payment shall be due and payable to the TOWN commencing with the second (2nd) five year extension term after the issuance of the Building Permit by the Town of Lake Park and annually thereafter on the anniversary of the lease year. A lease year is the twelve (12)

months commencing with the issuance of the Building Permit and terminating with the last day of the twelfth month thereafter. The rental fee shall be paid to TOWN annually on the first day of the month beginning with each lease year, in advance to the Town of Lake Park or to such other person, firm or place as the TOWN may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The rental fee shall be increased by four percent (4%) annually after the first year of the second five year extension term (the twelfth year of this Agreement).

D. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. The rental fee for this period shall be equal to the annual rental fee paid for the previous year of the fourth (4th) five (5) year term and increased by four (4%) per cent, annually.

E. If TENANT shall terminate this Agreement, as is provided herein, or if TOWN should terminate this Agreement subsequent to the fourth (4th) five (5) year extension term, TOWN shall have the option to either 1) purchase said communications structure and certain remaining improvements at such time as TENANT may elect to terminate this Agreement for the agreed upon sum of One Hundred Dollars (\$100.00), or; 2) require the TENANT to, within a reasonable period (not to exceed 90 days), remove its personal property and fixtures (including the monopole structure) and restore the Property to its original above grade condition, reasonable wear and tear excepted. If such time for removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall not be obligated to pay rent during the time required to complete the removal of personal property and fixtures. The TOWN shall have sixty days in which to exercise this option and notify TENANT in writing. TENANT, at TENANT's expense, shall remove TOWN's antennas and equipment from the monopole structure and situate said antennas and equipment on TOWN's adjacent property, at TOWN's direction. If TENANT should fail, through no fault of TOWN, to comply with the foregoing provisions contained within this paragraph relating to the removal of the monopole structure and its personal property, TOWN may obtain and TENANT shall pay to TOWN, upon written demand, a rental amount equal to three times (3x) the then existing rental amount, prorated for the period during which TENANT remains in possession. Additionally, if TENANT fails to remove said monopole structure and restore the Property as provided herein within ninety (90) days following notice from TOWN, TOWN shall have the right to sue for

specific performance of TENANT's obligation to perform said removal and restoration. In such instance, TENANT agrees that money damages alone are an inadequate remedy and agrees to pay all of TOWN's costs in such action, including attorney's fees.

F. TENANT and TOWN mutually agree not to install or require the installation of radio equipment of a type and frequency which will cause interference with TENANT's or TOWN's equipment. In the event TENANT or TOWN's equipment causes interference, the interfering party will take all steps necessary to correct and eliminate such interference at its sole cost.

5. TENANT shall use the Property for the purpose of constructing, maintaining and operating a Communications Facility and uses incidental thereto, consisting of a building as necessary now or in the future to shelter telecommunications equipment and related space, a free standing 125' monopole antenna structure to meet TENANT's telecommunication needs and all necessary connecting appurtenances. TENANT may at its discretion modify its antennas and upon prior approval by TOWN, TENANT may modify its structure or building. All improvements shall be at TENANT's expense. Upon providing TOWN with 24 hour advance notice, TOWN grants TENANT the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of the Communications Facility. TENANT will maintain the Property in a reasonable condition. It is understood and agreed that TENANT's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. TOWN shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. In the event that any certificate, permit, license or approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for its intended purposes, TENANT shall have the right to terminate this Agreement. Notice of the TENANT's exercise of its right to terminate shall be given to TOWN in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the TOWN as evidenced by the return receipt. All rentals paid to said termination date shall be retained by the TOWN. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other, except as provided in paragraph 4.E.

6. a) TENANT shall indemnify and hold TOWN harmless against any claims of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of



the Property by the TENANT, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the TOWN, or its servants or agents.

b) TOWN shall indemnify and hold TENANT harmless against any claims of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by the TOWN, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the TENANT, or its servants or agents.

7. TOWN agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy. TENANT shall provide TOWN with a Certificate of Insurance naming TOWN as Additional Named Insured and stating coverages in excess of the waiver of sovereign immunity specified in Section 768.28, Florida Statutes.

8. TENANT shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. TENANT shall reimburse TOWN as additional rent for any increase in real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT and are not separately levied or assessed against TENANT's improvements by the taxing authorities.

9. Except as otherwise provided herein, TENANT upon termination of this Agreement, shall at its expense, within a reasonable period, remove its personal property and fixtures.

10. Should the TOWN, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the parcel of property leased by TENANT herein and/or the right of way thereto to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT's rights hereunder. TOWN agrees not to sell, lease or use any other areas of the larger parcel upon which the Property is situated for the placement of other communications facilities if such installation would unreasonably interfere with the facilities in use by TENANT.

11. TOWN covenants that TENANT, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Property.

12. TOWN covenants that, to the best of its knowledge, TOWN is seized of good and sufficient title and interest to the real property and has full authority to enter into and execute this Agreement. TOWN further covenants that, to the best of its knowledge, there are no other liens, judgments or impediments of title on the Property that would affect TENANT's intended use of

the Property.

13. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the TOWN and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the TOWN or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.

14. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida.

15. This Agreement may not be sold, assigned or transferred at any time except to TENANT's principal, affiliates or subsidiaries of its principal or to any company upon which TENANT is merged or consolidated. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the TOWN, such consent not to be unreasonably withheld.

16. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TOWN: Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
ATTN: Town Manager

With a copy to:

Tim Monaghan, Esq.  
Strawn & Monaghan  
54 N.E. 4th Avenue  
Delray Beach, FL 33483

TENANT: BellSouth Mobility Inc  
500 Cypress Creek Road West  
Suite 700  
Ft. Lauderdale, FL 33309  
ATTN: Manager, Real Estate

17. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

18. At TOWN's option, this Agreement shall be subordinate to any mortgage by TOWN which from time to time may encumber all or

part of the Property or right of way, provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of TOWN's interest and also TENANT's right to remain in occupancy of and have access to the Property as long as TENANT is not in default of this Agreement. TENANT shall execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the leased Property is encumbered by a mortgage, the TOWN, no later than thirty (30) days after this lease is exercised, shall have obtained and furnished to TENANT a non-disturbance instrument in recordable form for each such mortgage. In the event TOWN fails to provide TENANT with such instrument within such time period, TOWN agrees that TENANT may, at TENANT's option, withhold and accrue the monthly rental until such time as the requested instrument is received by TENANT.

19. If the whole of the Property or such portion thereof as will make the Property unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between TOWN and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of TOWN and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's leasehold interest hereunder.

20. TOWN and TENANT agree that this Lease Agreement will be forwarded for recording or filing in the appropriate office of the County of Palm Beach, and TOWN and TENANT agree to take such actions as may be necessary to permit such recording or filing. TENANT, at TENANT's option and expense, may obtain title insurance on the space leased herein. TOWN, shall cooperate with TENANT's efforts to obtain such title insurance policy by executing documents or, at TENANT's expense, obtaining requested documentation as required by the title insurance company. If title is found to be defective, TOWN shall cooperate with TENANT's efforts to cure the defects in title. At TENANT's option, if title is found to be defective and TENANT has been unable to cure the defects within a reasonable period, TENANT may cancel this Agreement.

21. If TENANT defaults in fulfilling any of the covenants of this Agreement and such default shall continue for sixty (60) days after service by TOWN of written notice upon TENANT specifying the nature of said default, or, if the said default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such sixty (60) day period, if TENANT shall not in good faith commence the curing or remedying of such default within such sixty (60) day period and shall not thereafter diligently proceed therewith to completion, then in any one or more of such

events this Agreement shall terminate and come to an end as fully and completely as if such date were the day herein definitely fixed for the end and expiration of this Agreement and TENANT shall then quit and surrender the Leased Premises to TOWN as provided herein.

22. In connection with any litigation arising out of this Agreement, the prevailing party, whether TOWN or TENANT, shall be entitled to recover all costs incurred including attorney's fees for services rendered in connection with any enforcement of breach of contract, including appellate proceedings and post judgment proceedings.

23. In accordance with Florida Law, the following statement is hereby made:

RADON GAS: Radon is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

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

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

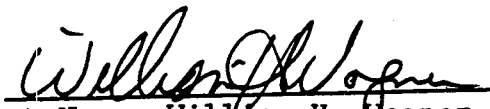
IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

TOWN

Signed, sealed and delivered  
in the presence of:

THE TOWN OF LAKE PARK

  
Witness  
Print Name: George A. Long

By:   
Print Name: William H. Wagner  
Title: Mayor  
Address: 535 Park Avenue  
Lake Park, FL 33403

Witness  
Print Name: Sally G. Hall

Executed on 21 day of June,  
1994.

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of June, 1994, by William H. Wagner, as Mayor of THE TOWN OF LAKE PARK, a municipal corporation, who is personally known to me ~~xxxxxxxhas produced xxxxxxxxxxxxxxxxxxxxxxx~~ ~~xxxxxxxxxxxxxx identification~~ and who ~~did~~ (did not) take an oath.

**My Commission Expires:**

**NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: OCT. 29, 1952.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

Shirley E. Vitolo  
NOTARY PUBLIC  
Print Name: Shirley E. Vitolo  
(Seal)

**TENANT**

Signed, sealed and delivered  
in the presence of:

Witness  
Print Name: Lori Gobert

Witness  
Print Name: H. REID PINKHAM

BELLSOUTH MOBILITY INC.

By: [Signature]

Print Name: Steve Gray

Title: REGIONAL VICE PRESIDENT

Executed on 1 day of August  
1944.


STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1 day of August, 1994, by Steve Gray as Regional V.P. of BELLSOUTH MOBILITY INC., a Georgia corporation, who is personally known to me or who has produced as identification and who did (did not) take an oath.

My Commission Expires:

5404LSE.AGR  
rev.06/10/94

Wendy A. Bonner  
NOTARY PUBLIC  
Print Name: Wendy A. Bonner  
(Seal)

 **WENDY A. BONNER**  
MY COMMISSION # CC 226060  
EXPIRES: September 7, 1996  
Bonded Thru Holmby Public Underwriters

54.04

# EXHIBIT "B" SITE "AARB"

ORB 8391 Pg 605

## EQUIPMENT ROOM & TOWER SITE LEGAL DESCRIPTION

A parcel of land in Block 19, KELSEY CITY SHEET NO.6, according to the plat thereof as recorded in Plat Book 8, Page 17 of the Public Records of Palm Beach County, Florida; Being more particularly described as follows:

Commencing at the Northeast corner of said Block 19; thence N.89°59'40"W., along the North line of said Block 19, 546.83 feet; thence S.00°13'41"W., 36.86 feet; thence S.89°46'19"E., 32.00 feet; thence S.00°13'41"W., 53.50 feet to the Point of Beginning; thence S.89°46'19"E., 4.50 feet; thence S.00°13'41"W., 45.50 feet; thence N.89°46'19"W., 12.50 feet; thence N.00°13'41"E., 12.00 feet; thence N.89°46'19"E., 12.00 feet; thence N.00°13'41"E., 33.50 feet; thence S.89°46'19"E., 20.00 feet to the Point of Beginning. Containing 970.8 square feet or 0.02 acres more or less. lying and being in the City of Lake Park.

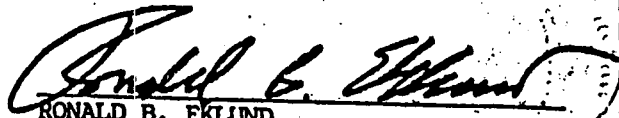
## 20.00 FOOT WIDE ACCESS EASEMENT LEGAL DESCRIPTION

A parcel of land in Block 19, KELSEY CITY SHEET NO.6, according to the plat thereof as recorded in Plat Book 8, Page 17 of the Public Records of Palm Beach County, Florida; Being more particularly described as follows:

Commencing at the Northeast corner of said Block 19; thence N.89°59'40"W., along the North line of said Block 19, 546.83 feet to the Point of Beginning; thence S.00°13'41"W., 36.86 feet; thence S.89°46'19"E., 32.00 feet; thence S.00°13'41"W., 53.50 feet; thence N.89°46'19"W., 20.00 feet; thence N.00°13'41"E., 33.50 feet; thence N.89°46'19"W., 32.00 feet; thence N.00°13'41"E., 56.79 feet; thence S.89°59'40"E., 20.00 feet to the Point of Beginning. Containing 2447.2 square feet or 0.06 acres more or less. lying and being in the City of Lake Park.

CERTIFICATE OF SURVEYOR - I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 81617-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

COMM. NO. 5050.52  
DATE 7-21-94  
SHEET 1 OF 2

  
RONALD B. EKLUND  
Registered Land Surveyor No. 2559.  
State of Florida.



**MORGAN & EKLUND INC.**  
**PROFESSIONAL SURVEY CONSULTANTS**

**VERO BEACH - DEERFIELD BEACH**

BOUNDARY • MORTGAGE • ROUTE • CONSTRUCTION • TOPOGRAPHIC • CONTROL • HYDROGRAPHIC SURVEYS

1850 43RD AVE. SUITE C-A  
VERO BEACH, FLORIDA 32960  
407-563-2288 FAX-407-563-2480  
1500 S.E. 3RD CT. SUITE 203  
DEERFIELD BEACH, FLORIDA 33441  
305-481-6882 FAX-305-481-0451

